August 25, 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

August 25, 2025 | 6:30 PM
Municipal Complex - Council Chambers
400 East Central Avenue
Mount Holly, NC 28120

CALL TO ORDER

INVOCATION: Pastor Goodwin, Burge Memorial United Methodist Church

PLEDGE OF ALLEGIANCE:

SET THE AGENDA

CONSENT AGENDA

1. Approval of Budget Amendment for Ransom Hunter Park
2. Approval of Budget Amendment for Riverfront Sewer Improvements/Lift Station upgrade
3. Resolution to Ratify Existing City Policy Regarding Extension of Water and Sewer Service to Proposed Residential Subdivisions Outside the City Limits
4. Digital Sign Usage Policy
5. Acceptance of Lead and Copper Grant Award and Agreement with Harvin Engineering
6. Call for a public hearing to consider approval of a fourth amendment to the development agreement with
OMBMH, LLC
7. Call for a public hearing to consider an update to section 153.056 (E) of the Subdivision & Land Development Ordinance to create safer standards for trail construction and emergency response. Case # TA-25-9.
8. Call for a public hearing to consider an update to Chapter 3, Section 3.11 of the Zoning Ordinance to provide more detailed regulations of accessory buildings and structures. Case # TA-25-10.
9. Approval of Minutes: City Council Meeting- August 11, 2025
10. Approval of Minutes: Closed Session- August 11, 2025

PRESENTATIONS

1. Update and Discussion of potential changes to the Mobile, Coexisting and Temporary Use (Food Truck) Ordinance.

Greg Beal

PUBLIC HEARING

1. Public Hearing to consider the conveyance of 131 South Main Street for redevelopment pursuant to NC GS 158-7.1

Jonathan Blanton & Marie Anders

City of Mount Holly
City Council
Regular Meeting

August 25, 2025 | 6:30 PM
Municipal Complex - Council Chambers
400 East Central Avenue
Mount Holly, NC 28120

NEW BUSINESS

1. City Manager Report

Jonathan Blanton

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	From
August 25, 2025	Finance

CONSENT AGENDA Item # 1

Approval of Budget Amendment for Ransom Hunter Park

Will this require a public hearing?

No

Background/Purpose of Request

At the conclusion of FY24-25, all remaining funds for the Ransom Hunter Park project were transferred to the unassigned fund balance. This budget amendment reallocates those funds from the unassigned fund balance back into the General Fund as the project nears completion and the closeout process begins.

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

1. BD#4

CITY OF MOUNT HOLLY
FY 25-26 Budget Amendment

Account Number	Description	Account Debit	Account Credit
10-00-8000-550	Capital	$459,902.00	$0.00
10-00-3991-000	Fund Balance Appropriation		$459,902.00
	TOTAL	$459,902.00	$ 459,902.00

Date Submitted: 25-Aug-25

Finance Officer: ______________________

City Manager: ______________________

Department Comments:

Amendment to appropriate fund balance for Ransom Hunter Park

Regular Meeting Agenda Action Form

Meeting Date	From
August 25, 2025	Robert Stewart, Deputy Utility Director Utility Department

CONSENT AGENDA Item # 2

Approval of Budget Amendment for Riverfront Sewer Improvements/Lift Station upgrade

Will this require a public hearing?

No

Background/Purpose of Request

The design phase for this project began in 2023-2024, with construction originally scheduled for 2024-2025. However, securing the necessary easements took longer than initially anticipated. To ensure the continuity of funding, this item was placed on the Capital Project Ordinance at the end of the 2024-2025 budget year, allowing funds to be carried over.
All easements have now been obtained, and the project was put out for bid on July 17th. The project was bid-out separately due to the different fields of expertise required for each component. The combined total of both bids exceeded our initial projections by $402,326.18.

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?	Yes
Total City Dollars:	$403,000
Budget Code:	45-00-8230-550
Reviewed by City Attorney?	No

Manager/Staff Recommendation

Attachments

1. Budget Amendment and Ordinance 8-25-25

CITY OF MOUNT HOLLY
FY 25-26 Budget Amendment

Account Number	Description	Account Debit	Account Credit
45-00-8230-550	Construction	$403,000.00	$0.00
45-00-3986-980	Transfer from Enterprise Fund		$403,000.00
62-91-3991-000	Fund Balance Appropriation		$403,000.00
62-91-7140-985	Transfer to Capital Projects	$403,000.00	
	TOTAL	$806,000.00	$ 806,000.00

Date Submitted: 25-Aug-25

Finance Officer: ____________________

City Manager: ____________________

Department Comments:

Amendment to appropriate fund balance for Riverfront Aerial Lift Station

AMENDED CAPITAL PROJECT ORDINANCE FOR
Riverfront Aerial /Lift Station Upgrade

BE IT ORDAINED by the Governing Board of the City of Mount Holly, North Carolina, that, pursuant to Section 13.2 of Chapter 159 of the General Statues of North Carolina, the following capital project ordinance is hereby adopted:

Section 1. The project authorized is for the Riverfront aerial decommission to gravity sewer and Lift Station upgrade. The project will be funded through the Enterprise Fund Balance.

Section 2. The officers of this unit are hereby directed to proceed with the capital project within the terms of the budget contained herein.

Section 3. The following amounts are appropriated for the project:

Construction	$1,653,000.00
Soft Costs	$142,000.00
Contingency	$108,000.00
TOTAL	**$1,903,000.00**

Section 4. The following revenues are anticipated to be available to complete this project:

Transfer from Enterprise Fund	$1,903,000.00
TOTAL	**$1,903,000.00**

Section 5. The Finance Officer is hereby directed to maintain within the capital project ordinance sufficient specific detailed accounting records to satisfy all financial reporting requirements.

Section 6. Copies of this capital project ordinance shall be furnished to the Finance Officer for direction in carrying out this project.

THIS ORDINANCE ADOPTED THIS THE 25TH DAY OF AUGUST 2025.

David Moore, Mayor
City of Mount Holly

ATTEST:

Tara Douglas, CMC
City Clerk

Regular Meeting
Agenda Action Form

Meeting Date	From
August 25, 2025	Tara Douglas, City Clerk City Clerk

CONSENT AGENDA Item # 3

Resolution to Ratify Existing City Policy Regarding Extension of Water and Sewer Service to Proposed Residential Subdivisions Outside the City Limits

Will this require a public hearing?

No

Background/Purpose of Request

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

1. 8-25-2025 RESOLUTION TO RATIFY EXISTING CITY POLICY

RESOLUTION TO RATIFY EXISTING CITY POLICY

REGARDING EXTENSION OF WATER & SEWER SERVICE TO PROPOSED RESIDENTIAL SUBDIVISIONS OUTSIDE THE CITY LIMITS

WHEREAS, the City of Mount Holly is a major provider of municipal water and sewer services in northeast Gaston County; and

WHEREAS, for over 20 years the City of Mount Holly has consistently required voluntary annexation and an appropriate annexation agreement as a condition to the extension of municipal water and sewer services to proposed developments; and

WHEREAS, the above stated practice and policy regarding the extension of municipal utilities should be ratified by resolution of this City Council.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Mount Holly does hereby formally ratify and affirm the City's practice of requiring voluntary annexation as a prerequisite to the extension of municipal water and sewer services to proposed residential developments. Further, the City Council ratifies and affirms its policy requiring an annexation agreement containing such terms as the City Council may require including but not limited to the extension of municipal utilities and specific subdivision requirements. The performance of said annexation agreement is to be guaranteed by an appropriate letter of credit.

BE IT FURTHER RESOLVED, that the City continues to reserve its statutory right to reject any and all annexation petitions, and any and all requests for water and sewer extensions outside of the City's corporate limits.

Adopted this _____ day of August, 2025.

____
David Moore, Mayor

Attest:

____
Tara Douglas, City Clerk

Regular Meeting
Agenda Action Form

Meeting Date	From
August 25, 2025	Chloe Clary, Special Events Coordinator Parks and Recreation

CONSENT AGENDA Item # 4

Digital Sign Usage Policy

Will this require a public hearing?

No

Background/Purpose of Request

The Digital Sign Usage Policy establishes a standardized operating procedure for the submission, approval, and posting of messages to the City's digital sign.

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

Staff reccomends approval of the Digital Sign Usage Policy.

Attachments

1. Digitial Sign Usage Policy

Digital Sign Use Policy

This policy is a statement of guidelines and procedures for use of the City of Mount Holly's digital sign located at 615 South Main Street.

Purpose

The purpose of the City of Mount Holly's Digital Sign (Sign) is to communicate alerts, announcements, and special messages to the citizens. Content displayed on the digital sign should be

a) concise and informative,
b) of public interest and benefit to the community, and
c) free from discriminatory, offensive, or inappropriate material.

Policy

The Sign conveys information to the public as a representative of the municipality, and therefore will be operated in a manner that represents the City of Mount Holly positively. Total content will be limited to a maximum of 8 slides displayed at any one time with a maximum exposure of 10 seconds per slide (varies based upon number of slides displayed). The City offers no guarantee with respect to the appearance of any messages on the Sign, exact color matches or the length of time that the message will be displayed. Appearance of messages is subject to constraints of priorities, as well as electronic limitations.

The following system of hierarchy shall be utilized in selecting messages to be posted:

a) Emergency Messages (in the event of an emergency, the City reserves the right to suspend all messages and use signage for emergency purposes only)
b) Messages from the City of Mount Holly
c) City hosted events
d) Messages from the Mount Holly TDA and Gaston County TDA
e) Community events hosted and/or sponsored by a member of the City Summit

Digital Sign Use

Only municipal entities may submit information for consideration to post to the sign; these entities include all City departments, Council-appointed boards, and City-supported agencies (members of the City Summit, Mount Holly TDA, Gaston County TDA).

The City of Mount Holly will use the Sign to provide information on the following topics:

- Emergency or urgent notifications, evacuation notifications, and National Weather Service Alerts (when needed)
- Public service alerts and announcements
- Public safety alerts and announcements from the Mount Holly Police Department and the Mount Holly Fire Department
- City of Mount Holly events and announcements
- Community events that are co-sponsored by the City of Mount Holly

Not eligible for Sign usage are the following:

- Political or religious messages, promotions, or advertising
- Private sector messages, whether from an individual, group, organization, or business
- Events and/or functions open only to members of an organization
- Personal celebratory announcements (birthday, anniversary, graduation, etc.)

Procedures for Reserving the Sign

- The Digital Sign Request Form is located on the City's website at www.mtholly.us.
- Message requests must be submitted a minimum of three (3) weeks in advance of the first day the message is to be displayed.
- Each organization in the City Summit will receive a bank of 21 days to be displayed on the sign per calendar year. These can be split up between up to three (3) different messages/designs.
- Fees (where applicable) must be submitted with the form.
- Each message will be displayed for approximately (6) seconds during the hours of 6:00 AM - 10:00 PM. Frequency will be determined by the number of other messages being displayed at that time.

The City reserves the right to deny any request that, in the judgment of the City Manager or his/her designee displays any message that is false, misleading, crude, profane, vulgar, promotes illegal activity or violence, or is deceptive.

Responsibilities

- Only authorized city staff or designated representatives are allowed to access and update content on the digital sign.
- Designated staff must ensure that all content meets the guidelines outlined in this Policy.
- All content displayed on the digital sign must be approved by the City of Mount Holly Communications Team and/or City Manager.

Technical Specifications

- Content should be submitted in a specified digital format (e.g., JPEG, PNG) and adhere to size and resolution guidelines provided by the City that will be provided upon approval of request.

- Changes to content scheduling or display settings must be coordinated with the designated technical support staff.

Maintenance and Monitoring
Regular monitoring of the digital sign's functionality and content display is required to ensure optimal performance. Any technical issues or malfunctions should be reported promptly to the IT support team for resolution.

Revision and Updates
This SOP will be periodically reviewed and updated as necessary to reflect changes in technology, community needs, or city policies.

Regular Meeting Agenda Action Form

Meeting Date	From
August 25, 2025	Jason Green, Public Works Director Public Works

CONSENT AGENDA Item # 5

Acceptance of Lead and Copper Grant Award and Agreement with Harvin Engineering

Will this require a public hearing?

No

Background/Purpose of Request

Acceptance of Lead and Copper Grant Award and Agreement with Harvin Engineering. This is required by the US Environmental Protection Agency for all water systems to prepare an inventory of every water line material and replacement of the galvanized lines identified as requiring replacement in the City's inventory.

Fiscal Impact

Will Item affect current budget?	No
Reviewed by Finance Director?	Yes
Preaudit Certification Required?	Yes
Capital Project Ordinance Required?	Yes
Budget Transfer Required?	No
Total City Dollars:	0
Budget Code:	
Reviewed by City Attorney?	No

Manager/Staff Recommendation

Staff recommends approval.

Attachments

1. HARVIN SOQ
2. ESA - Mount Holly - Lead and Copper Find and Replace - Signed (1)
3. ESA - Mount Holly - Lead and Copper Replacement - Area 1 - Signed (1)
4. ESA - Mount Holly - Lead and Copper Replacement - Area 2 - Signed

CITY OF MOUNT HOLLY
STATEMENT OF QUALIFICATIONS

MOUNT HOLLY
Connecting Community & Nature

HARVIN ENGINEERING, PLLC

MARCH 5, 2025

ON-CALL ENGINEERING & FIELD SERVICES FOR LEAD AND COPPER SERVICE INVENTORY

HARVIN ENGINEERING, PLLC

March 5, 2025

Mr. Robert Stewart, Deputy Utilities Director
City of Mount Holly
Post Office Box 406
400 E. Central Avenue
Mount Holly, North Carolina 28120

RE: On-Call Engineering & Field Services for Lead and Copper Service Inventory Project

Dear Mr. Stewart:

Harvin Engineering, PLLC appreciates the opportunity to submit our qualifications to provide engineering and field services to the City of Mount Holly's On-Call Engineering & Field Services for the Lead and Copper Service Inventory Project. Our team is experienced and capable of providing Mount Holly the services necessary for meeting the City's needs and schedule along with requirements of the State and Environmental Protection Agency (EPA) related to the Lead Service Line Inventory (LSLI) and associated rules.

We are ready and available to begin work on the project and to also comply with the requirements for the inventory and associated work. Our firm was established to assist municipalities and water systems with the Lead and Copper Service Inventory requirements, service line replacements, and related work, starting with funding applications up through completion of water service line replacement projects.

Leading our team, I have over twenty-four (24) years of experience in water and wastewater projects. Prior to starting Harvin Engineering, PLLC, I was responsible for managing a regional office for another engineering firm, and I directed the Lead and Copper Service Inventory projects for the entire company. I have also prepared over twenty (20) applications for Lead and Copper work that have been awarded funding by the State and I have worked on multiple Lead and Copper Service Inventory and Replacement projects.

We have made it our goal to be responsive and efficient on the work we perform. Since funding from the NC Department of Environmental Quality (NCDEQ) is desired, communication and coordination will be very important. Clear correspondence and responsiveness will be needed for all phases of each project, including the grant application and administration process, reviewing historical records, updating the inventory, performing the field verification work, completing the inventory, developing a replacement plan, designing and managing the replacement of galvanized service lines, contract administration and construction observation.

We believe in providing efficient and quality work in everything we perform, along with clear communication and being responsive to your system's needs. We want to be considered as an extension of your staff to complete this project and that following the review of this proposal, you will agree that we are the firm to select for this work. If you have any questions during the review or following the review, please feel free to reach out to me. My phone number is (252) 702-7299 and my email address is sladeharvin@gmail.com.

Sincerely,

Harvin Engineering, PLLC

A. Slade Harvin

A. Slade Harvin, PE

Harvin Engineering, PLLC, 4971 Old River Drive, Hickory, NC 28602

FIRM INFORMATION

Harvin Engineering, PLLC is a private engineering firm that assists water systems and municipalities with the requirements of the Environmental Protection Agency's (EPA's) Lead and Copper Rule. In addition to assisting with Lead and Copper Service projects, we are focused on providing assistance to municipalities with their water and sewer needs.

Harvin Engineering, PLLC (Sole Proprietorship) was founded in 2024 and is licensed by the State of North Carolina and the State of North Carolina Board of Engineers and Land Surveyors (NCBELS) to practice engineering (NC Certificate of Registration P-2999) (EIN#: 99-2914634). Slade Harvin, Manager and Professional Engineer, is authorized to enter into any contracts for the firm. Our office is located in Hickory, NC and is approximately 45 minutes from the City of Mount Holly.

We strive to provide quality customer service and communication to help meet the needs of the clients we serve, along with helping to provide efficient solutions to their infrastructure needs.

HARVIN ENGINEERING, PLLC

OFFICE ADDRESS
4971 Old River Drive
Hickory, North Carolina 28602

CONTACT INFORMATION
A. Slade Harvin, PE
Phone: (252) 702-7299
Email: sladeharvin@gmail.com

SERVICES AND SPECIALTIES

- Lead and Copper Service Inventory
- Lead and Copper Service Replacement
- Preliminary Engineering Reports (PER's)
- Water Storage and Distribution
- Wastewater Collection and Pump Stations
- Water and Wastewater System Condition Assessment
- Contract Administration and Construction Observation
- Road and Pavement Assessments and Evaluations
- Asset Inventory & Assessment Projects (Water and Wastewater)

GRANT AND FUNDING EXPERIENCE

Our staff has over 24 years of experience working with communities and clients across North Carolina with State and Federal Funding Programs. We are qualified to assist clients to help locate, identify, apply, and administer grants and loans from various State and Federal funding sources. This experience has been gained by our staff through work at Harvin Engineering, PLLC and with prior employment at other engineering firms.

Our current focus is assisting water systems with projects associated with both the Lead and Copper Service Inventory and Replacement projects. To date, our staff has been involved with preparing and/or assisting with submitting over twenty (20) successfully awarded grant applications for the funding of Lead and Copper Service Inventory and Replacement projects. We are also able to assist with other funding related to water, sewer, stormwater, and other civil engineering projects, in which we have assisted in preparing and administering additional funding programs in the past.

Our staff has current and/or past experience working with clients to develop projects and assisting with grant and funding applications and administration with the following programs:

- NC DEQ – Lead Service Line Inventory/Replacement (LSLR)
- Asset Inventory and Assessment (AIA) Grant
- Community Development Block Grant Infrastructure (CDBG-I)
- Community Development Block Grant Neighborhood Revitalization (CDBG-NR)
- Clean Water State Reserve Program (CWSRP)
- Clean Water State Revolving Fund (CWSRF)
- Drinking Water State Revolving Fund (DWSRF)
- Drinking Water State Reserve Program (DWSRP)
- Clean Water Management Trust Fund (CWMTF)
- Merger/Regionalization Feasibility Grant (MRF)
- US Economic Development Administration (EDA)
- NC Commerce Industrial Development Fund (IDF)
- Rural Economic Development Center (Rural Center)
- USDA Rural Development (USDA-RD)

PERSONNEL

Harvin Engineering, PLLC prioritizes working with municipalities and water systems across North Carolina and other states to perform services related to Lead and Copper Service Inventory and Replacement projects. Our team has had experience with other lead and copper service inventory and replacement projects and our goal is to provide an efficient and successful project(s).

Slade Harvin, PE will lead and manage this team, in addition to being the primary point of contact for the City and within our assembled team. Harvin Engineering, PLLC, Palmetto Underground Solutions, LLC, and ARK Consulting Group, PLLC work together to provide a full complement of services to address the needs and requirements of this project, which include grant application and administration assistance, historical records review, inventory generation, field verification of water services, final reporting, preparation of replacement schedules, water service design, contract administration, construction observation, opinions of probable cost, and customer notification assistance.

CITY OF MOUNT HOLLY STAFF

PROJECT MANAGER/ CLIENT CONTACT

Slade Harvin, PE
(Hickory, NC)

INVENTORY SERVICES	FIELD SERVICES	REPLACEMENT SERVICES
Slade Harvin, PE Inventory, Notifications (Hickory, NC)	**David Yates** Logistics Manager (Greenville, SC)	**Slade Harvin, PE** Design, CA/CO (Hickory, NC)
Will Harper Project Assistant (Raleigh, NC)	**Will Harper** Operations (Raleigh, NC)	**Derrick Smith, PE** Design, CA/CO (Greenville, NC)

SLADE HARVIN, PE, LEED AP®
Project Manager/Client Contact

Slade Harvin started Harvin Engineering, PLLC in 2024, where his current focus has been on assisting water systems with developing and updating their Lead and Copper Service Inventories and Replacement Projects. He has over 24 years of civil engineering experience. Prior work has been on municipal water and wastewater projects, as well as other civil engineering projects across North Carolina. He previously was the regional manager for a multi-disciplinary engineering firm and managed all phases of the projects, which ranged from project development and funding, design, contract administration, and construction observation. Projects he has worked on and managed include water and wastewater treatment, water distribution (modeling, booster stations, disinfection and sizing), wastewater collection (collection, pump stations, and force mains), street designs, pavement assessments, preliminary engineering, asset inventory and assessment projects, opinions of probable cost, Lead and Copper Service Inventories, and Lead and Copper Service Replacement projects.

Education:
BS, Biology; Wake Forest University
BS, Civil Engineering: NC State University
MS, Civil Engineering; NC State University

License/Registrations:
Professional Engineer – NC; LEED AP®

Relevant Project/Experience Examples:
Jonesville – Lead & Copper Service Inventory**
Ranlo – Lead & Copper Service Inventory**
Boonville – Lead & Copper Service Inventory
Mt. Holly – Lead & Copper Service Inventory Assistance
Dallas – Lead & Copper Service Inventory
Marion – Lead & Copper Service Inventory
Apex – Lead & Copper Service Inventory
Bessemer City – Lead & Copper Service Inventory*
Lumberton – Lead & Copper Service Inventory
**Project in progress   **Previous firm*

DAVID YATES
Logistics Manager

David Yates has over 25 years in the manufacturing business, where he dealt with construction and maintenance of equipment and building facilities. David formed Palmetto Underground Solutions in 2023 to assist firms and water systems with visual verification of water services associated with the Lead and Copper Rule. This process allows confirmation of the water service line materials that are needed as part of the Lead and Copper Service Inventories. David also has prior experience in monitoring and observing various civil engineering projects, which includes water and sewer projects of varying complexity and scale. He assisted engineers through communication and observation to make sure the projects were in conformance to the design, approved project specifications and plans, confirmed contractor's pay requests, and prepared field reports and communication with the project engineer.

Education:
BTT; Clemson University
MBA; Clemson/Furman Universities

License/Registrations:
Stormwater SCM Inspection & Maintenance

Relevant Project/Experience Examples:
Jonesville – Lead & Copper Service Inventory
Ranlo – Lead & Copper Service Inventory
Jonesville – CDBG-IF Waterline Replacement
Jonesville – Water System Asset Inventory and Assessment
Dallas – Lead & Copper Service Inventory
Marion – Lead & Copper Service Inventory
Apex – Lead & Copper Service Inventory
Boonville – Lead & Copper Service Inventory
Bessemer City – Lead & Copper Service Inventory*

**Project in progress*

Will Harper
Operations/Project Assistant

Will Harper began working for Palmetto Underground Solutions in 2024, where he has been assisting with the visual verification work and overseeing multiple crews. Will is an integral part in compiling the data collected and managing the data to update the inventories. In addition, he has worked to help improve the excavation process, which increases the efficiency of the data collection and field work. Will is a valuable resource in the field and also in the office. He continues to look for ways to improve productivity and strives to provide excellent communication between staff, clients, and the residents within the project area.

Education:
BS, Chemical Engineering; NC State University

Relevant Project/Experience Examples:
Jonesville – Lead & Copper Service Inventory
Ranlo – Lead & Copper Service Inventory
Apex – Lead & Copper Service Inventory
Wilson – Lead & Copper Service Inventory
Bessemer City – Lead & Copper Service Inventory
Marion – Lead & Copper Service Inventory
Boonville – Lead & Copper Service Inventory*
Dallas – Lead & Copper Service Inventory

**Project in progress*

Derrick Smith, PE
Design/CA/CO

Derrick Smith joined the Civil Engineering team of Ark Consulting Group, PLLC in 2024 as a Project Manager. Derrick possesses over 25 years of experience in civil engineering design and environmental permitting including water distribution, wastewater collection, stormwater management, and roadway design. Prior to joining Ark Consulting Group, he was the Eastern Division Lead for Wooten Company managing the Greenville and Wilmington offices. His experience in preparing funding applications, technical guidelines and master specifications, reviewing project specifications, maintaining technical files and bidder lists and providing technical expertise in areas related to stormwater design, erosion and sediment control, roadways, water infrastructure and sewer infrastructure allows Derrick to efficiently manage his team through projects of a wide variety.

Education:
BS, Civil Engineering; University of Massachusetts (Amhurst)

License/Registration:
Professional Engineer – NC

Relevant Project/Experience Examples:
Carter Ridge – Water Main Improvements
Beddard Ranch – Water Main Improvements
Turner Run Subdivision – Water Main Improvement
Covington Downe – 8-Inch Water Main Extension

PALMETTO UNDERGROUND SOLUTIONS, LLC (Greenville, SC)
Field Services/Data Collection (Sub-Contractor)

Firm Overview:

Palmetto Underground Solutions, LLC was established in 2023 to assist communities and water systems to provide Subsurface Utility Investigation (SUI) services to help locate, uncover, and identify underground utilities. A current focus is identifying water service line materials, especially lead and copper water pipes, as a result of the United States Environmental Protection Agency Compliance Program for Lead and Copper Rule. The use of compressed air, instead of water, provides the ability to better reuse the removed soil, since it does not add water into the excavated pit and it also allows crews to visually observe existing leaks, if present, during the work. This process allows for excavation to be performed and soil to be collected in a manner that reduces the potential to damage existing utilities and even roots, unlike conventional excavation techniques. Additionally, this method also provides for a more efficient and cost-effective process compared to conventional methods. The main office is located in Greenville, SC.

Services Provided: Field Services and Data Collection

Key Personnel:

- David Yates: (252) 347-2035 – Lead and Copper – Visual Verification of Water Service Materials; Operations and Organization of Crews and Efficiency; Scheduling and Directing Projects/Crews
- Slade Harvin, PE - Lead and Copper – Visual Verification of Water Service Materials; Data Management; Scheduling and Contracting (*Note: Performs work for Palmetto Underground Solutions, LLC and Harvin Engineering, PLLC*)
- Will Harper - Lead and Copper – Visual Verification of Water Service Materials; Data Management; Manage Crews

ARK CONSULTING GROUP, PLLC (Greenville, NC)
Survey/Design/Contract Admin. (CA)/Construction Observ. (CO)

Firm Overview:

Ark Consulting Group, PLLC is a full-service Civil Engineering and Surveying firm established in 2013 by Bryan Fagundus and Scott Anderson located in Greenville, NC. The firm's principals have provided a broad range of civil engineering services to clients in eastern North Carolina for over 45 years combined. As a part of their overall services, they provide comprehensive planning, surveying, engineering, project management, construction cost estimation, and construction contract management services for urban development projects including pedestrian, bicycle & roadway design; drainage & stormwater management; water & wastewater collection and distribution systems; and parks & recreational facilities. Ark Consulting Group prides itself in the level of technical competency applied to all project components in order to meet the client's needs.

Services Provided: Survey, Design, Contract Administration and Construction Observation

Key Personnel:

- Derrick Smith, PE: (252) 714-3034 – Waterline Design; Performs and Manages Contract Administration and Construction Observation

CONFLICT OF INTEREST STATEMENT

There are no conflicts of interest between our firm and the City.

The best interest of the City of Mount Holly is our goal for this project and each client as a whole for every project we perform. Harvin Engineering, PLLC and Palmetto Underground Solutions, LLC do have staff that work for both firms. This partnership has been beneficial in managing the project from all aspects and provides efficient communication through both firms and to the Town, which helps provide a cost-effective solution for meeting the needs of the project and also the City.

DISADVANTAGED BUSINESS ENTERPRISE STATEMENT

Harvin Engineering, PLLC, Palmetto Underground Solutions, LLC and ARK Consulting Group, PLLC, have the necessary resources to perform the work for this project with our own staff and information provided by the City of Mount Holly. Though none of the firms are classified as a disadvantaged business, we are more than willing to partner with minority, woman owned, or disadvantaged businesses.

SPECIALIZED FOCUS

Harvin Engineering, PLLC was initially founded to assist water systems and municipalities with Lead and Copper Rule requirements, which include the inventory, funding application preparation, funding administration, and lead and copper service replacement projects. We have been contracted by other firms to assist with preparing inventories, reviewing funding applications and providing technical assistance. Harvin Engineering, PLLC staff has also worked with the State staff related to funding and compliance to establish acceptable methods and options for water systems to better meet the Lead and Copper requirements. We strive to effectively manage projects to stay on schedule and exceed expectations.

EXPERIENCE/RELATED WORK

PAST PROJECT EXPERIENCE EXAMPLES

Example Lead and Copper Service Inventory & Replacement Project Experience	
Ranlo – Lead & Copper Service Inventory*	Mt. Holly – Lead & Copper Assistance
Jonesville – Lead & Copper Service Inventory*	Dallas – Lead & Copper Service Inventory
Jonesville – Lead & Copper Service Replacement*	Marion – Lead & Copper Service Inventory
Lumberton – Lead & Copper Service Inventory	Boonville – Lead & Copper Service Inventory
Bessemer City – Lead & Copper Service Inventory**	Wilson – Lead & Copper Service Inventory
Apex – Lead & Copper Service Inventory	Grifton – Lead & Copper Service Inventory

**Work performed at previous firm **Work in-progress*

Prior to forming Harvin Engineering, PLLC, Slade Harvin, PE was responsible for overseeing all the Lead and Copper Service Inventory work for the firm where he was previously employed. He has been active in following the guidelines from the EPA and State. Additionally, Slade has worked with the State to obtain guidance and approval for lead and copper inventory work that has benefited multiple water systems across the state. Slade has prepared more than twelve (12) Asset Inventory and Assessment Projects for municipalities and has submitted over twenty (20) successful grant applications for water systems across North Carolina related to Lead and Copper Service Inventory and Replacement projects. Our team has had experience with other lead and copper service inventory projects and our goal is to provide an efficient and successful outcome.

There have been no errors or omissions on any Harvin Engineering, PLLC projects.

Lead and Copper Service Inventory/Replacement Projects:

TOWN OF BOONVILLE – LEAD & COPPER SERVICE INVENTORY

Contact: Monica Craver, Town Manager – (336) 367-37941; monica.craver@boonvillenc.com
Address: 110 Carolina Ave. North, Boonville, NC 27011

The Town of Boonville contracted work including historical records review and field investigation that included 300 potholes for visual verification of the water service lines within the Town's water distribution system. The initial service inventory and subsequent updated inventory was prepared and submitted to the State. The work was performed to help the Town comply with the State's requirements, as established by the EPA, for the Lead and Copper Rule Revision (LCRR). The Town also plans to pursue additional assistance for a Lead and Copper Service Replacement Project.

Source of Funding: NC Department of Environmental Quality (NCDEQ) – Direct Appropriation
Size of Community: 2,007; Total Construction Cost: $175,000: 2024 – 4 Months;

**Note: Work performed during employment with another firm.*

Funding and Overall Experience w/ Lead and Copper Service Inventory/Replacement Projects:

TOWN OF JONESVILLE – LEAD & COPPER SERVICE INVENTORY AND REPLACEMENT*

Contact: Michael Pardue, Town Manager – (336) 835-3426; mpardue@townofjonesville.com
Address: 1503 NC Highway 67, Jonesville, NC 28642

The Town of Jonesville contracted work including historical records review and field investigation that included 2,500 potholes for visual verification of the water service lines within the Town's water distribution system. The work was performed to help the Town comply with the State's requirements, as established by the EPA, for the Lead and Copper Rule Revision (LCRR). The Town also plans to pursue additional assistance for a Lead and Copper Service Replacement Project, which would be intended to be contracted or sub-contracted by Harvin Engineering, PLLC, since all of the previous work was performed by Slade Harvin and Palmetto Underground Solutions, LLC.

Source of Funding: NC Department of Environmental Quality (NCDEQ); 2024 - February – April
Size of Community: 2,314; Total Construction Cost: $400,000 (Inventory); $1,854,000 (Replace)

TOWN OF RANLO – LEAD & COPPER SERVICE INVENTORY*

Contact: Charlie Hansen, Town Manager – (704) 824-3461; chansen@townofranlo.org
Address: 1624 Spencer Mountain Road, Gastonia, NC 28054

The Town of Ranlo contracted work to initially assist with historical records review and then to perform field investigation that included 2,590 potholes for visual verification of the water service lines within the Town's water distribution system. The work was performed to help the Town comply with the State's requirements, as established by the EPA, for the Lead and Copper Rule Revision (LCRR). Pending the results of the initial inventory, the Town may wish to pursue additional assistance for a Lead and Copper Service Replacement Project, which would be intended to be contracted or sub-contracted by Harvin Engineering, PLLC, since all of the previous work was performed by Slade Harvin and Palmetto Underground Solutions, LLC.

Source of Funding: NC Department of Environmental Quality (NCDEQ); 2024 - February – April
Size of Community: 4,511; Total Construction Cost: $400,000

CITY OF BESSEMER CITY – LEAD & COPPER SERVICE INVENTORY

Contact: Josh Ross, City Manager – (704) 629-5542; jross@BessemerCity.com
Address: 132 W. Virginia Avenue, Bessemer City, NC 28016

The City of Bessemer City contracted work including historical records review and field investigation that included approximately 3,500 potholes for visual verification of the water service lines within the City's water distribution system. The work was performed to help the City comply with the State's requirements, as established by the EPA, for the Lead and Copper Rule Revision (LCRR). The City also plans to pursue additional assistance for a Lead and Copper Service Replacement Project, which would be intended to be contracted or sub-contracted by Harvin Engineering, PLLC, since all of the previous work was performed by Slade Harvin and Palmetto Underground Solutions, LLC.

Source of Funding: NC Department of Environmental Quality (NCDEQ); July 2024 - Current
Size of Community: 5,690; Total Construction Cost: $780,000

VARIOUS MUNCIPALITIES – LEAD AND COPPER SERVICE INVENTORY ASSISTANCE

Harvin Engineering, PLLC has assisted and prepared Lead and Copper Service Inventories for multiple water systems and engineering firms. Work has included preparing and writing funding applications, providing guidance/recommendations related to notification requirements, development of inventories, historical record review, progress meetings, grant administration, field services related to visual verification of water service materials, updating governing body, meeting/corresponding with regulatory and funding agencies, updating inventories, preparation of opinions of cost, and providing recommendations for water service line replacements.

Funding Application Assistance, Preparation, Submittal:

◊ City of Newton (2)*
◊ Town of Jonesville (2)*
◊ Town of Dallas (3)
◊ Town of Benson*
◊ City of Plymouth (2)
◊ Town of Granite Falls (2)*
◊ City of Clinton*
◊ City of Lumberton (2)
◊ Town of Ranlo*
◊ City of Bessemer City (3)
◊ City of Kings Mountain
◊ City of Plymouth (2)
◊ City of Claremont*
◊ City of Clinton*
◊ Town of Grifton

Providing/Provided Assistance for Lead and Copper Service Inventory/Replacement Projects:

◊ Town of Jonesville*
◊ City of Wilson
◊ Town of Dallas
◊ City of Lumberton
◊ City of Mount Holly
◊ Town of Ranlo*
◊ Town of Apex
◊ Town of Boonville
◊ Town of Plymouth
◊ Multiple Engineering Firms (4)
◊ Millennium Water Association
◊ City of Marion
◊ Millennium Water Association
◊ City of Bessemer City
◊ Town of Grifton

Source of Funding: NCDEQ – LSLR Funding Dates: 2023 – 2025; Duration: 2 – 10 months/project
Size of Community: Varies; Contract Amount: Varied - $175,000 - $1,854,000

Other Example Projects:

CITY OF NEWTON – SHIPP AVENUE WATERLINE*

Contact: Dusty Wentz, PE, Director of Public Utilities – (828) 695-4268; dwentz@newtonnc.gov
Address: 201 W 4th St, Newton, NC 28658

The project replaced an existing 1-inch galvanized waterline while continuing to provide water service to the City's existing water customers. The City of Newton Public Works Staff performed the installation work. The project consisted of approximately 400 LF of 6-inch waterline, fire hydrant assemblies, valves, water services and associated appurtenances.

The project included engineering services of permitting, design, contract administration, and construction observation. The project manager for the project was Slade Harvin, PE.

Source of Funding: Local Funding; 2020 - ~ 9 Months;
Size of Community: 13,187; Total Construction Cost: $12,800

TOWN OF RANLO – BOULDER COURT STORMWATER IMPROVEMENTS*

Contact: Charlie Hansen, Town Manager – (704) 824-3461; chansen@townofranlo.org
Address: 1624 Spencer Mountain Road, Gastonia, NC 28054

The project initially involved the investigation and design improvements to storm drain, sewer and pavement along Boulder Court to identify the reason for failing pavement and occurrences of sink holes. Smoke testing of approximately 1,800 feet of the storm drain and sewer collection system along Boulder Court, and CCTV the lines within the project area, identification of potential repair/replacement options & associated cost estimates and preparation of design plans for improvements was performed as part of the initial portion of the project. The construction/replacement of the stormwater system and streets were performed as a second phase.

The project included engineering services of preliminary infrastructure assessment, preliminary engineering report, preparation of opinion of probable cost, permitting, design, contract administration, construction observation, hydraulic modeling. The project manager for the project was Slade Harvin, PE.

Source of Funding: Town Funds; SCIF Grant; 2022 - ~12 months
Size of Community: 4,511; Total Construction Cost: ~$960,000

VARIOUS MUNCIPALITIES – ASSET INVENTORY AND ASSESSMENT (AIA) PROJECTS*

Municipalities were provided assessment services related to their water and/or wastewater systems. Typical work included mapping, condition assessment of infrastructure components, identification of potential improvements, development of opinions of probable cost, report preparation, and grant administration.

◊ Dallas – Water System AIA
◊ Newton - Wastewater AIA (2 – Projects)
◊ Jonesville – Water System AIA (2 – Projects)
◊ Granite Falls – Water System AIA
◊ Yadkin County – Water System AIA
◊ Newton – Water System AIA
◊ Claremont – Water System AIA
◊ Lowell – Wastewater AIA (In-progress)
◊ Granite Falls – Wastewater AIA
◊ Ronda – Water System AIA (In-Progress)

The project manager for the projects was Slade Harvin, PE. *(*While at previous firm.)*

Source of Funding: NC DEQ – AIA Grant Program Date; Multiple Dates: Range from 2018 – 2025; Project cost: Each project - $150,000; Each project had 2-year time.

VARIOUS MUNCIPALITIES – CONTRACT ADMINISTRATION AND CONSTRUCTION OBSERVATION*

Representative services provided were for municipal projects that were either designed by the project manager and/or contracted by the municipality to verify conformance with the approved construction drawings. Typical work included, but was not limited to the following: grant administration, reviewing contractor pay requests, preparing change orders, coordinating with regulatory and/or funding agency representatives, reviewing submittals and shop drawings, verifying materials delivered to project site, observing construction activities and conformance with contract requirements, leading and attending progress meetings, performing and observing testing of infrastructure (i.e. waterline pressure testing, sewer testing, proof rolling subgrades, etc.), performing project walk-throughs, issuing substantial and final completion documentation, performing project closeout process, and other services as might be needed for a particular project.

Example Representative Projects:

◊ Town of Granite Falls – Laurel and Central Pump Station Improvements; WWTP Improvements;
◊ City of Newton – Fye Drive Waterline; Hwy 10 PS Improvements; Shipp Ave. Waterline;
Caldwell Ave. Culvert Replacement; 24th Street Culvert Replacement;
Greenway Sewer Replacement; (Multiple dates - ~10 month term/project)
◊ City of Claremont – BGA Waterline and Street Extension; City Hall Parking Lot Improvements;
Street Improvements – Phases I, II, and III; 2022 - ~ 6 months
◊ Town of Ranlo – Boulder Court Stormwater Improvements; Mountain View Grove – Observation; 2024-2024
◊ Town of Jonesville – CDBG-I Waterline Improvements; 2022-2023

The project manager for the above projects was Slade Harvin, PE. *(*While at previous firm.)*

Source of Funding: Various (NCDEQ, CDBG-I, USDA-RD, Municipality) (Size of Community, Cost, Date and Duration Varied with Each Project)

LITIGATION HISTORY

Harvin Engineering, PLLC has never been involved in any legal claims (No litigation).

PROJECT APPROACH

SCHEDULE FOR PROJECT

The anticipated schedule will be based upon the below table of project milestones, anticipated for this project. If selected, and following contract approval, Harvin Engineering, PLLC will begin the work and proceed, as efficiently as possible, to complete each task.

Project Milestone/Task Description	Date*
Procurement/Contracting Process	March 2025 – April 2025
Funding Coordination (~ 3 Month Process)	April 2025 – June 2025
Fieldwork/Visual Verification	June 2025 – September 2025
Service Line Replacement Design	Jun 2025 – September 2025
Agency Review/Bidding/Coordination	September 2025 – December 2025
Update Inventory/Customer Notification	September 2025 – November 2025
Service Line Replacement Work (Customer and City)	December 2025 – September 2026
Project Close-Out	October 2026

**Dates noted for project schedule are anticipated and dependent upon State Funding.*

GENERAL UNDERSTANDING OF PROJECT

Mount Holly has initially prepared and submitted their service line inventory. The City intends to submit funding applications from the NC State Water Infrastructure Authority (SWIA) to request funding assistance for completing and updating their Lead and Copper Service Inventory and related replacement work based upon the initial inventory work the City has conducted. The City plans to select an engineering firm to perform the following: assist with the funding process, update the Lead and Copper Service Inventory through historical record reviews and field verification services, submit the City's updated inventory to the State, and assist the City with any necessary customer notifications that are required, pending the field verification/inventory results.

CLEAR COMMUNICATION/INITIAL PROJECT MEETING

Harvin Engineering, PLLC believes success requires clear and effective communication starting initially and continuing throughout the course of the project. We are familiar with Lead and Copper Inventory projects as well as many other types of civil engineering work. We recognize that regardless of the project type or size, each project is important to the client and those that are affected by it. An initial meeting would be scheduled to introduce the Town to our team, to review the project, to identify the preferred communication channels, and to answer any questions or concerns prior to commencing the work.

PROJECT STEPS/COMPONENTS

A. Funding Application Assistance

- Assist City with items that may be required for funding application submittal and/or funding award compliance
- Update City with any updates regarding funding award decisions or actions
- Submit/Re-submit funding application on behalf of the City

B. Inventory Creation

- Download template for lead and copper inventory from the State's website
- Obtain City's current water customer information to update initial inventory
- Compile information into database for service lines identified as being non-lead or installed after 1987

C. Fieldwork/Visual Verification

- Determine number of locations where visual verification is needed
- Obtain water service material identification where visual verification is needed through physical excavation utilizing air/vacuum method
- Record and enter data from visual verification in digital database
- Additional description of the actual process is provided on the following page

D. Final Inventory/Inventory Submittal

- Complete inventory in State approved format
- Submit inventory to the State
- Provide assistance with customer notification (if needed)
- Provide a database for your water system that identifies the materials for both the water system's service line and the customer's water service line
- Pending results of inventory, develop a replacement plan for services identified as needing replacement
- Assist with providing potential funding opportunities to assist City with other Lead and Copper Rule Revision (LCRR) requirements and anticipated updates

E. Service Line Replacement

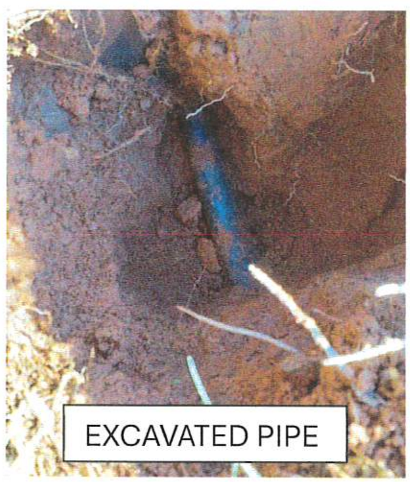
- Compile information obtained from the City to verify water services that are designated as needed for replacement
- Design and coordinate project(s) to allow for replacement of identified water services; Design can be concurrent with visual verification work above
- Provide contract administration and construction observation assistance to coordinate work and update City on status
- Provide update to City's inventory and submit inventory to State

ADDITIONAL ASSISTANCE AND SERVICES

Harvin Engineering, PLLC is able and capable of assisting with additional items that may develop during or following a project or the inventory process. Service may include, but are not limited to the following items that could be needed beyond the current anticipated projects:

- Lead and Copper Service Replacement Design
- Contract Administration and Construction Observation
- Bidding Assistance and Permitting Application Assistance
- Additional Grant Application and Grant Administration Assistance

FIELDWORK/VISUAL VERIFICATION PROCESS (*Palmetto Underground Solutions, LLC)*

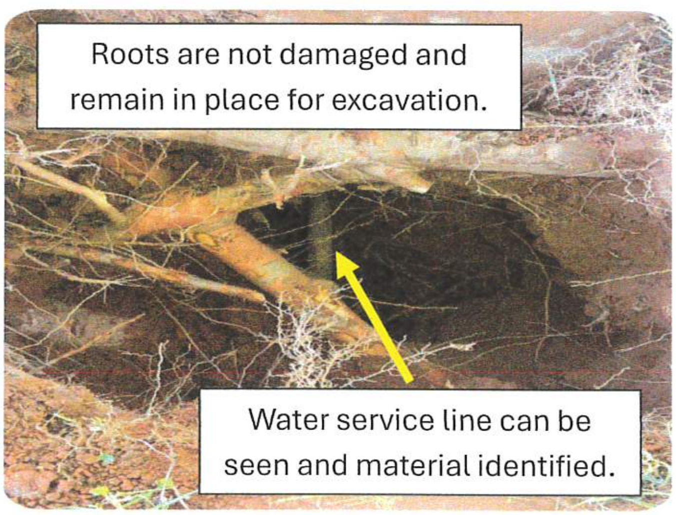


Our process utilizes compressed air and a vacuum extractor system that vacuums the earth disturbed by the air spade. We selected this method because this machine was designed for arborists to have the ability to inspect tree root issues without causing damage to the roots. The air spade in combination with the vacuum system typically results in an approximately 6 to 8-inch diameter hole to provide for visual observation of the water service material and minimizes the disturbance within the site area. The removed soil is captured and contained via a cyclone type vacuum collection system, which can immediately be used to backfill the excavation. Additional soil is typically supplemented 5 to 25 percent earth per excavation, due to minimal compaction and some loss during the process.


Air/Vacuum Excavation

This process protects utilities, including fiber optic lines, from being disrupted, damaged, or destroyed as might occur in the conventional methods of digging for underground utility locations.


Vacuuming to uncover and verify water service line material.


Roots are not damaged and remain in place for excavation.

Water service line can be seen and material identified.

Once our equipment locates the water service line and our staff identifies, records, and photographs it, the disturbed soil is returned to its previous state and photographed to document the replacement of the soil extracted. Our equipment is contained on utility trailers, which are moved from meter to meter and provides for an efficient process.

Our crews can complete an average of 100 meters (200 potholes) per rig per week. Our services are also available to clients on an emergency basis to assist with exposing any utility.

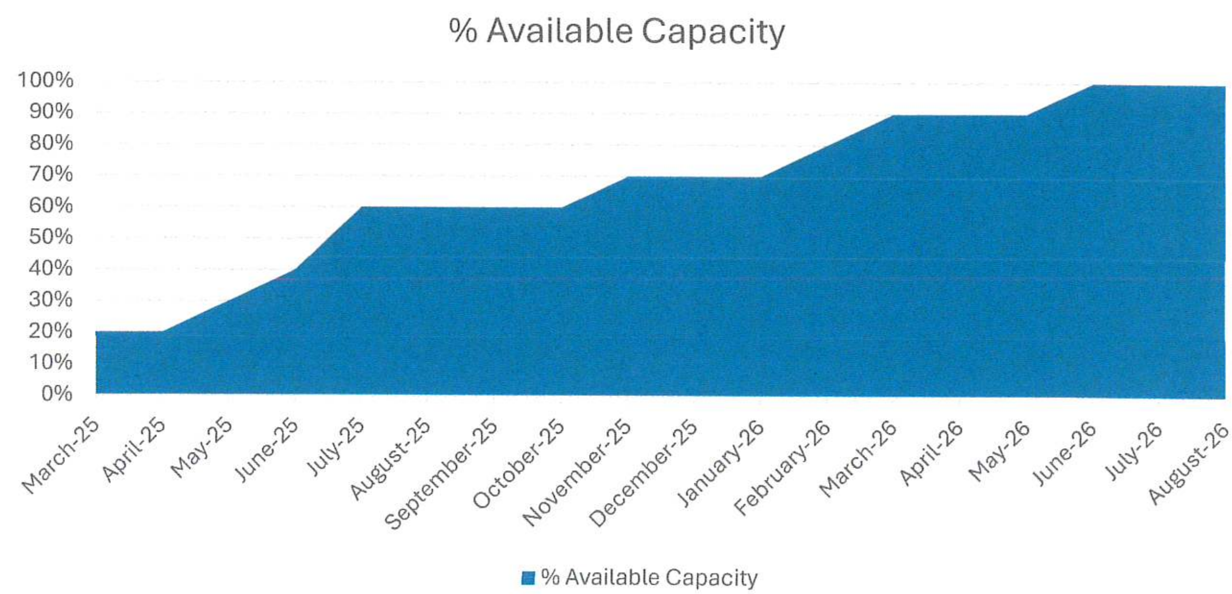
FIRM CAPACITY AND AVAILABILITY

Harvin Engineering, PLLC is committed to delivering a high-quality product. Our staff is capable and has the available time necessary to commit to this project. Additionally, our team has progressive experience with lead and copper service inventory projects and other infrastructure assessment projects.

We have the capacity to perform this project for the City within the project budget and within the current timeframe established by NCDEQ. Our firm, along with our partnering firms, have completed multiple asset inventory and assessment projects and other infrastructure projects. We strive to deliver high quality work and meet the specific schedules associated with each project. We also believe in being responsive to clients and keeping them informed.

We do currently have contracts for assisting three (3) municipalities with lead and copper inventory work, but two (2) of them are anticipated to be completed in the March/April timeframe. Our anticipated availability, and that of our partnering firms, is such that we will be able to complete your project efficiently and within the required and contracted timeframe, if selected.

PROJECT	CLIENT	STAGE
Lead & Copper Service Inventory	Bessemer City	Beginning Final Report
Lead & Copper Service Inventory	Boonville	Completing Final Report
Lead & Copper Service Inventory	Grifton	Data Collection
Grant Application Assistance	Multiple	As Requested



QUALITY ASSURANCE & PROJECT MANAGEMENT

PROJECT MANAGEMENT

SCOPE

- Prepare a clear and defined scope
- Confirm project goals
- Identify roles and responsibilities

RISK

- Mitigate risk
- Implement QA/QC Process
- Budget and schedule control

COMMUNICATION

- Identify stakeholders early
- Hold project workshops
- Provide summary of monthly activity report

RESOURCE MANAGEMENT

- Internal project meetings
- Promote accountability
- On time and on task deliverables

SCHEDULE

- Detailed activity timeline
- Key milestones identified
- Integrated owner review
- Regular tracking

BUDGET

- Cross check of estimating procedures with team partners
- Assist with project financing

PROJECT MANAGEMENT

ROLE OF MUNICIPALITY

UNDERSTANDING

- Convey accurately:
  - Scope
  - Budget
  - Schedule
  - Contract Language
- Historical records
- Notifications

REPORTS

- Provide Operator Input
- Report comments/authorization
- Identify local constraints

ROLE OF ENGINEER

UNDERSTANDING

- Services agreement
- Kickoff Meeting
- Information exchange
- Concept development
- Evaluate/compare funding sources
- Communication Plan
- Coordinate with agencies
- Record service line material
- Update inventory
- Submit inventory to State
- Notification assistance
- Grant applications/administration

REFERENCES

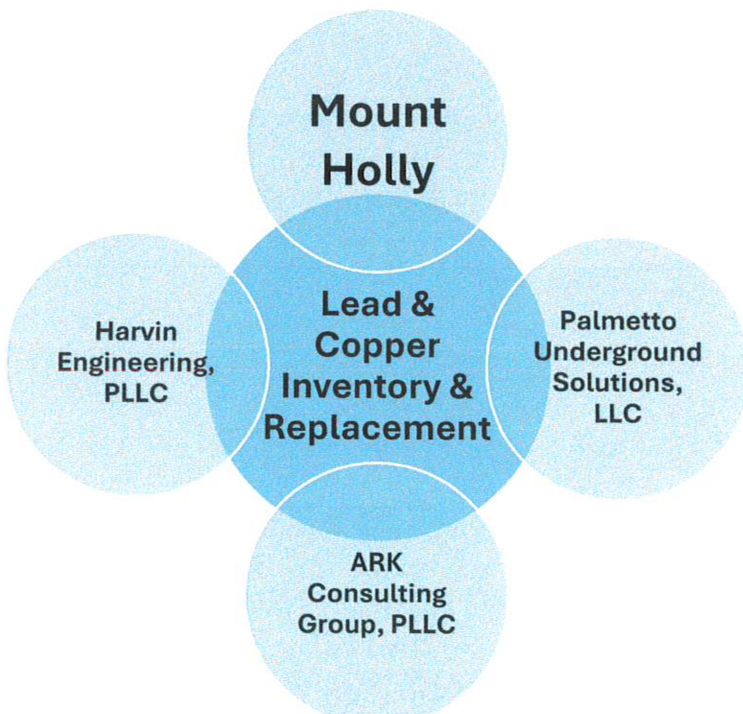
Josh Ross, City Manager, Bessemer City, NC
Phone: (704) 629-5542; Address: 132 W. Virginia Avenue, Bessemer City, NC 28016
Email: jross@bessemercity.com

Tyson Edwards, Water CiNorth Carolina Regional Water Association (NCRWA)
Phone: (919) 812-5115; Address: PO Box 540, Welcome, NC 27374
Email: tysonedwards@ncrwa.org

Michael Pardue, Town Manager, Town of Jonesville, NC
Phone: (336) 835-3426; Address: 1503 NC Highway 67, Jonesville, NC 28642
Email: mpardue@townofjonesvillenc.com

Josh Matthews, Public Works Director, Town of Jonesville, NC
Phone: (336) 244-6869; Address: 340 Pardue Street, Jonesville, NC 28642
Email: jmatthews@townofjonesvillenc.com

Charlie Hansen, Town Manager, Town of Ranlo, NC
Phone: (704) 824-3461; Address: 1624 Spencer Mountain Road, Gastonia, NC 28054
Email: chansen@townofranlo.org



SUMMARY – WHY SELECT US...

- We work to be an extension of your staff
- We have designed a process that provides a **more efficient** and **cost-effective** method for performing visual verification of water services compared to conventional vacuum excavations
- Communication and responsiveness are top priorities
- We have experience in Lead and Copper Inventory and Replacement Projects
- Our team is capable of providing all aspects required for the inventory project
- Integrity is a value we hold central within our team and partners
- We value relationships during and after a project is completed
- We strive to deliver quality work

SOLUTIONS AND RESULTS

THROUGH

INTEGRITY AND RELATIONSHIPS

HARVIN ENGINEERING, PLLC

SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of ________________________ ("Effective Date") between

City of Mount Holly____("Owner")

and

Harvin Engineering, PLLC____("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: ____**Lead and Copper Service Find and Replace**______________________________("Project").

Engineer's services under this Agreement are generally identified as follows: **Providing technical services which include the update of the existing service inventory, utility location coordination, field services (potholing of water services – approximately 718 potholes), data entry and data coordination, preparation of and amendment to the previous final technical memorandum (submittal of updated inventory and preparation of opinion of cost for replacement of water services, and customer notification assistance during project, design, permitting assistance (as needed), bidding assistance, contract coordination (public and private service sides), and construction observation associated with the replacement (~87 services) that was awarded as part of the City's Lead and Copper Service Find and Replace Project**__("Services").

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").

B. Engineer shall complete its Services within the following specific time period: **Approximately 24 months (based upon milestones within the Letter of Intent to Fund for the Project and an additional time of approximately 12 month following the execution of construction contracts).** If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.

C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

2.01 *Payment Procedures*

A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment—Lump Sum*

A. Owner shall pay Engineer for Services as follows:

1. **A Lump Sum amount of $15,000 for Preliminary Engineering Report.**
2. **A Lump Sum amount of $10,000 for Environmental Report/Categorical Exclusion.**
3. **A Lump Sum amount of $442,700 for Potholing of Water Services and Utility Coordination (including approximately 718 potholes).**
4. **A Lump Sum amount of $4,000 for Update of Inventory.**
5. **A Lump Sum amount of $30,000 for Survey and Engineering Design.**
6. **A Lump Sum amount of $4,000 for Permitting Assistance.**
7. **A Lump Sum amount of $5,000 for Bidding Assistance.**
8. **A Lump Sum amount of $18,000 for Contract Administration (Part-time).**
9. **A Lump Sum amount of $26,100 for Construction Observation (Utility Side) (Part-time).**
10. **A Lump Sum amount of $39,200 for Construction Observation (Private Side) (Part-time).**
11. **A Lump Sum amount of $10,000 for Grant Administration.**
12. **A Lump Sum amount of $18,000 for Contract Coordination (Utility).**
13. **A Lump Sum amount of $15,000 for Contract Coordination (Private Side).**
14. **A Lump Sum amount of $13,000 for Private Service Allowance.**

B. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

2.02 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

A. Owner shall pay Engineer for Services as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services and Engineer's consultants' charges, if any.

2. Engineer's Standard Hourly Rates are attached as Appendix 2.

2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 2.

2.04 Fee Summary

Description	Payment Method	Fee
Preliminary Engineering Report	Lump Sum	$15,000
Environmental Report/Categorical Exclusion	Lump Sum	$10,000
Potholing of Water Services/Utility Coordination	Lump Sum	$442,700
Update of Inventory	Lump Sum	$4,000
Survey and Engineering Design	Lump Sum	$30,000
Permitting Assistance	Lump Sum	$4,000
Bidding Assistance	Lump Sum	$5,000
Contract Administration (Part-Time)	Lump Sum	$18,000
Construction Observation (Utility Side) (Part-Time)	Lump Sum	$26,100
Construction Observation (Private Side) (Part-Time)	Lump Sum	$39,200
Grant Administration	Lump Sum	$10,000
Contract Coordination (Utility)	Lump Sum	$18,000
Contract Coordination (Private Side)	Lump Sum	$15,000
Private Service Allowance Coordination	Lump Sum	$13,000
Total Project Fee:		**$650,000**

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

b. By Engineer:

   1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

   2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.

c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.

d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.

D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.

F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:

1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;

2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole

risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;

3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and

4. such limited license to Owner shall not create any rights in third parties.

G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to $50,000 or the total amount of compensation received by Engineer, whichever is greater.

I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

K. This Agreement is to be governed by the law of the state in which the Project is located.

L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

6.01 *Total Agreement*

A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Definitions

B. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

C. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

Attachments:

Appendix 1 – Design Services, Construction Contract Administration, Construction Observation, Additional Services and Services Provided by the Owner
Appendix 2 - Engineer's Standard Hourly Rates

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner:
City of Mount Holly

By:
Print name:
Title:
Date Signed:

Engineer:
Harvin Engineering, PLLC

By: A. Slade Harvin
Print name: **A. Slade Harvin**
Title: **Owner**
Date Signed: 7/28/2025

Engineer License or Firm's Certificate No. (if required):
P-2999
State of: **North Carolina**

Address for Owner's receipt of notices:

400 E. Central Avenue
Mount Holly, North Carolina 28120

Address for Engineer's receipt of notices:

4971 Old River Drive
Hickory, North Carolina 28602

PRE-AUDITED STATEMENT

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

Print Name:

Title: **Finance Officer**

By (Signature):

Date Signed:

This is **Appendix 2**, **Engineer's Standard Hourly Rates,** referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services.

Engineer's Standard Hourly Rates

5/1/2025

Wage Category	Hourly Billing Rate
Engineer IV	$230
Designer III	$135
Construction Administrator III	$222
Construction Observer/Resident Project Representative	$122
Project Assistant	$94

Reimbursables: Mileage will be billed at the current IRS Standard Mileage Rate, Subcontracted Services and other at cost plus 15%.

Standard Hourly Billing Rates are subject to periodic review and adjustment.

APPENDIX 1
TO THE
ENGINEERING SERVICES AGREEMENT
BETWEEN
THE CITY OF MOUNT HOLLY
AND
HARVIN ENGINEERING, PLLC
FOR
SCOPE OF SERVICE
TO
LEAD AND COPPER SERVICE FIND AND REPLACE

The following Attachment shall become a part of the Contract Agreement.

PROJECT DESCRIPTION

The project includes the following proposed technical services related to the Lead and Copper Service Find and Replace requirements, which include: Utility Location Coordination, Potholing of Water Services (to allow for visual verification of the City's water service lines to allow compliance with State and Environmental Protection (EPA) requirements as of July 23, 2024 and updated October 2024), Data Entry/Data Coordination, Update of previous Final Report, Customer Notification Assistance, preparation of Preliminary Engineering Report for Replacement portion of the project and related Design, Permitting, Bidding, Contract Administration and Construction Observation.

PROJECT KICKOFF AND PRELIMINARY MATTERS

(1) Hold an initial meeting with Owner to verify project scope and division of work between Owner and Engineer.

(2) Determine the locations where the visual verification/potholing will occur for the unknown service material locations and also for the locations for performing the validation/verification for meeting the Lead and Copper Revised Rule requirements.

(3) Coordinate all efforts with City staff.

(4) Up to four (4) meetings, including the kick-off meeting, are included.

UTILITY LOCATION COORDINATION

(5) Obtain any visual inspection records from the City staff that might have occurred at meter boxes, service lines, water lines, routine inspections, repair tickets, etc.

(6) Coordinate with Owner for location and schedule of intended potholing work.

(7) Develop plan for conducting excavations (through a sub-consultant) in manner recommended by the State – Public Water Supply Section (PWSS). The guidance suggests that 2-3 excavations per service line be performed. This scope provides 1-2 potholes at each service line, based upon existing information currently available by the City, so that information is known on both the public and private sides of the water service line, in order to identify service materials for ~347 services and validate an additional 371 meters.

(8) Following approval of locations and schedule with Owner, call/submit notification to 811 for locations of proposed excavations. Actual utility location services, except for potholing work, is not included within the scope of the project.

(9) Provide coordination to help work associated with 811 locating services within project area and to assist with scheduling/coordination with sub-consultant performing the potholing.

POTHOLING OF WATER SERVICES

(10) Conduct visual verification of water services (potholing) in order to identify and validate material of water service lines (~ 718 potholes). Potholes are to be performed within grass, mulch, or soft soil areas. Scope does not include potholing in areas that are covered by pavement, concrete, or other hard or compacted surfaces.

(11) Enter data collected from potholing into database (e.g. Excel spreadsheet). Data shall include up to five (5) photographs of each meter site, which provides images of site conditions prior to and following potholing excavations, and also images of the excavated service line.

DATA ENTRY/DATA COORDINATION

(12) Data entry from City data and data collected from potholing work to be entered and updated on State required template.

(13) Provide coordination and assembly of digital data, which includes historical data and field collected data, to be provided to the City at the end of the project.

(14) Provide updates of data and entering data to inventory document between initial inventory submittal and final inventory submittal.

UPDATED FINAL TECHNICAL MEMORANDUM

(15) Provide completed inventory to City for review and approval. Make revisions as necessary. Provide inventory to the City (.xls format).

(16) Submit updated inventory to the State, using the State's required template and submit inventory through the State's required submittal portal.

(17) Provide an Opinion of Probable Cost for any services that are identified as needing replacement, either based upon the State and EPA guidelines and/or identified conditions that would also warrant recommendations for replacement.

(18) Provide a technical memorandum that summarizes the inventory process, findings, and recommendations, which may include recommendations for removing lead and galvanized service lines within the City's water distribution system, if any are identified. The technical memorandum will also include the Opinion of Probable Cost, which was noted previously.

CUSTOMER NOTIFICATION ASSISTANCE

(19) Assist City with providing addresses for notifications in accordance with PWSS requirements. Notification must be performed within 30 days from submittal of updated inventory.

(20) Assist the City staff with helping draft notification material and work with City staff and City Attorney to finalize notification materials.

(21) City staff will perform the notifications.

(22) Assist City staff with setting up records for tracking notifications during the inventory project.

PRELIMINARY ENGINEERING REPORT (PER) (NCDEQ-DWI)

(23) Hold an initial meeting with Owner to verify project scope and division of work between Owner and Engineer.

(24) Gather data from Owner regarding existing daily flows, number, and type of customers (residential, commercial, and industrial), water and sewer rate information, and copy of Water and Sewer Fund Audit and Budget.

(25) Review system deficiencies and three (3) possible alternatives to address the project associated with the Lead and Copper Service Replacement for replacement of the project's service lines identified for replacement as follows:

(26) Alt 1 – No Action

(27) Alt 2 – Optimization of Existing Service Lines

(28) Alt 3 – Replacement of Existing Service Lines

(29) Develop cost opinions of the alternatives and complete a present worth analysis.

(30) Estimate 20-year future demands on the system.

(31) Estimate affect cost will have on water/sewer rates.

(32) Develop a report summarizing the data and present results to Owner in a draft report and in one review meeting.

(33) Provide Owner with two (2) hard copies and one (1) PDF file of the final report based on comments received in review meeting.

DESIGN SERVICES

(34) Design of the replacement of 60 water services, including both the utility side and private side (meter box to within 5-feet of the private structure).

(35) Work with Owner and Owner's Attorney to establish the necessary easements and access documents to enable the work to be performed on public and private property for the project. Advise the Owner of installation easements and rights-of-way needed for project.

(36) Hold such conferences with representatives of the Owner as may be necessary to obtain data for developing the design project. Project budget is based on up to 2 meetings.

(37) Prepare a design memorandum of the project and review with the Owner to establish standards to be used in design.

(38) Identify wetlands, streams, and buffers for Preconstruction Notification (PCN) application. The wetland information presented is subject to verification and approval by the NCDEQ and US Army Corps of Engineers. Preparation of PCN for a Nationwide Permit is included in the fee. If additional permitting and mitigation is required, this will be completed as an Additional Service.

(39) Submit design drawings at the following stages for Owner review and approval: 50%, Permit and Quality Control Review 90%.

(40) Prepare and furnish contract plans and specifications(Contract Documents) as necessary for the proper construction of the project and prepare all documents necessary for the taking of bids and the letting of contracts for the proposed work. It is understood and agreed that the Engineer shall be permitted to insert in the Owner's construction contract documents, provisions for reimbursement for printing, binding, mailing, and other costs incidental to issuing of said contract plans, specifications, and documents.

(41) Submit for approval of the plans and specifications proposed to the North Carolina Department of Environmental Quality including Division of Water Resources, Public Water Supply Section and Land Quality [((select as appropriate))], and other regulatory and funding agencies as may be required for construction of the improvements.

BIDDING AND NEGOTIATION

(42) Assist the Owner in the advertising for bids.

(43) Furnish copies (Digital) of the bidding documents as requested by the contractors, material suppliers, and other interested parties for bidding.

(44) Prepare, as may be required, written addenda amending the bidding documents.

(45) Conduct pre-bid conference at the location designated by the Owner. Minutes will be kept and distributed to all plan holders in an Addendum.

(46) Assist the Owner in the receiving of bids, tabulate same for ready comparison, collect required data from Low Bidder and provide to Owner, and advise the Owner to the best of our ability as to proper and judicious award of contracts.

(47) After award of contract(s), the Engineer will prepare the contract documents for execution by the contractor(s) and the Owner.

CONSTRUCTION CONTRACT ADMINISTRATION

(48) Prior to the start of construction, the Engineer will assist the Owner in preparing an agenda and conducting a preconstruction conference.

(49) Review and approve, for conformance with the design concept, any necessary shop and working drawings furnished by contractors. Furnish the Owner with a complete set of shop drawings upon completion of construction.

(50) Interpret the intent of the drawings and specifications (Contract Documents) to protect the Owner against defects and deficiencies in construction on the part of the contractors. The Engineer will not, however, guarantee the performance by any contractor.

(51) Establish baselines for locating the main components to be constructed. The contractor will be responsible for providing any day-to-day construction staking that may be required.

(52) Provide general Engineering review of the work of the contractor as construction progresses and hold monthly ((adjust period as appropriate to the scope/size of project)) progress conferences to ascertain that the contractor is conforming to the design concept and construction schedule.

(53) Cooperate and work closely with the Owner and appropriate regulatory agencies during construction.

(54) Review the contractor's application for progress and final payment, and when approved, submit same to the Owner for payment.

(55) As necessary, prepare change orders and make revisions to the contract documents for approval by the Owner and others on a timely basis.

(56) Perform substantial and final completion walk-throughs with Owner and Contractor, complete construction contract closeout documentation, submit necessary certifications to Federal/State agencies, and prepare final partial payment request for Owner to closeout project with the Contractor.

(57) The Engineer will provide the Owner with three (3) sets of prints and a cd containing the pdf copy of the record drawings. Such drawings will be based upon construction records provided by the contractor during construction and reviewed by the construction observer. (The Lead and Copper Service projects that require replacement are not anticipated to require any full-size construction drawings and only require smaller detail drawings to communicate the work for replacement of the utility and private side water services.

CONSTRUCTION OBSERVATION

(58) After award of the contract(s), the Engineer will provide part-time observation of the construction on the project during periods of significant construction work being performed and at other times will provide periodic observation of the work as appropriate to the state of construction. The Project Engineer will make visits to the job site periodically to observe the progress of the work and consult with the Owner and the observer. The Observer's estimated number of part-time work days on the project is 70 days (on average 2 days / wk).

(59) Engineer's observer shall observe materials and finished workmanship, check all layouts of work, keep the necessary or required records of inspection, review estimates for payment to contractors and make reports to the project Engineer, and provide liaison between the Engineer and the Owner.

(60) Engineer will submit observation reports to the Owner on a regular basis.

(61) Engineer will make a final observation of all construction and provide a written certification of final observation to the Owner and the required regulatory agencies.

PRIVATE SERVICE ALLOWANCE COORDINATION

(62) Assist Owner with coordinating work with a plumber to perform the private side service line replacement for each private service owner within the project.

(63) Coordinate with plumber(s) (pending Owner concurrence) to establish an allowance amount for the replacement of the private portion of the service replacement.

(64) Distribute requirements for service line materials and work involved with the service line replacement.

(65) Engineer will track progress of replacement work within the project for the private service locations identified for replacement.

UTILITY COORDINATION (PUBLIC AND PRIVATE)

(66) Contracts will be separated into two (2) sub-projects, which will be the public service line replacement portion and the private service line replacement work.

(67) Assist Owner with coordinating each of the portions of work within the project.

(68) Coordinate the work and schedule of the associated work within each portion of the overall project to best perform the work and allow for meeting compliance of the funding agency requirements.

(69) Record and organize records to allow for tracking of materials and quantities to be monitored under the associated Contract Administration portion of the Contract.

(70) Assist with public outreach to assist Owner with communication to public regarding the project status and associated schedule for the phases of the project.

ADDITIONAL SERVICES

In addition to the foregoing services being performed, the following services may be provided upon prior written authorization of the Owner.

(71) Conduct research and surveys and prepare necessary plats and maps for the determination of property Ownership and identification of sites and easements to be acquired for the construction of the project.

(72) Provide Levels “A” and “B” Subsurface Utility Engineering (SUE) services through the project corridor or critical areas within the corridor. Level “A” shall be paid by each excavation performed and Level “B” shall be paid by the linear foot surveyed. All Level “C” SUE services are provided as part of the Basic Services of the contract above, if required.

(73) Prepare downstream sewer analysis, if required by Division of Water Quality, to support permit application to construct.

(74) Prepare CAMA permit.

(75) Prepare USACE Individual Permit.

(76) Prepare Storm Water Management plan.

(77) Prepare redesigns for the Owner after Final Plans and Specifications have been accepted by the Owner.

(78) Appear before courts or boards on matters of litigation or hearings related to the project.

(79) Design other additional utilities improvements not included in the original scope of services.

(80) Conduct additional work or extended services during construction due to the fault of the Contractor or due to the overrun in time for construction.

(81) Conduct as-built survey of newly constructed facilities. Prepare record drawings based on survey and construction records provided by the Contractor.

(82) Grant/Loan administration.

(83) Provide Construction Staking services for the Contractor.

(84) Geotechnical Services.

SERVICES PROVIDED BY THE OWNER

(85) Designate a person to act as the Owner's representative with respect to the work to be performed under the agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define the Owner policies.

(86) Provide such legal accounting and insurance counseling services as may be required for the project and such auditing services as the Owner may require to ascertain how or for what purpose any contractor has used the monies paid to him under the construction contract.

(87) Pay all permit and application fees required for the project approval and construction.

(88) Assist the Engineer by placing at his disposal all available information pertinent to the projects as may be required by the Engineer.

(89) Guarantee access to and make all provisions for the Engineer to enter upon public and private property as required to perform his services.

(90) Examine all sketches, drawings, specifications, proposals, and other documents presented by the Engineer, obtaining advice of an attorney, insurance counselor, and other consultants as the Owner deems appropriate for such examination.

(91) Provide frequent observation of the project to apprise the Engineer of specific matters relating to the project that would foster good relations among all parties involved as well as to allow work to progress in an orderly manner.

(92) Give prompt written notice to the Engineer whenever the Owner observes or otherwise becomes aware of any defect in the project or changed circumstances.

(93) Furnish the Engineer in a timely manner with copies of pertinent correspondence relating to the project which would not otherwise have been delivered to the Engineer.

(94) Bear all cost of incidentals for the compliance with the requirements of this article and the foregoing article entitled "Additional services".

(95) Provide E-verify affidavit document for Engineer’s execution.

http://www.nclm.org/SiteCollectionDocuments/E-Verify%20FAQs%20-%20Sept2013.pdf

SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of ________________________ ("Effective Date") between

City of Mount Holly ("Owner")

and

Harvin Engineering, PLLC ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: **Lead and Copper Service Replacement – Area 1** ("Project").

Engineer's services under this Agreement are generally identified as follows: **Providing technical services which include the design, permitting assistance (as needed), bidding assistance, grant administration, contract coordination (public and private service sides), and construction observation associated with the replacement (~233 services) that was awarded as part of the City's Lead and Copper Service Replacement – Area 1 Project** ("Services").

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").

B. Engineer shall complete its Services within the following specific time period: **Approximately 24 months (based upon milestones within the Letter of Intent to Fund for the Project and an additional time of approximately 12 month following the execution of construction contracts).** If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.

C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

2.01 *Payment Procedures*

A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0%

per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment—Lump Sum*

A. Owner shall pay Engineer for Services as follows:

1. **A Lump Sum amount of $20,000 for Preliminary Engineering Report.**

2. **A Lump Sum amount of $50,000 for Survey and Engineering Design.**

3. **A Lump Sum amount of $15,000 for Environmental Report/Categorical Exclusion.**

4. **A Lump Sum amount of $4,000 for Permitting Assistance.**

5. **A Lump Sum amount of $5,000 for Bidding Assistance.**

6. **A Lump Sum amount of $18,000 for Contract Administration (Part-time).**

7. **A Lump Sum amount of $60,000 for Construction Observation (Utility Side) (Part-time).**

8. **A Lump Sum amount of $50,000 for Construction Observation (Private Side) (Part-time).**

9. **A Lump Sum amount of $10,000 for Grant Administration.**

10. **A Lump Sum amount of $22,000 for Contract Coordination (Utility).**

11. **A Lump Sum amount of $40,800 for Contract Coordination (Private Side).**

12. **A Lump Sum amount of $35,000 for Private Service Allowance.**

B. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

2.02 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

A. Owner shall pay Engineer for Services as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of

expenses incurred in connection with providing the Services and Engineer's consultants' charges, if any.

2. Engineer's Standard Hourly Rates are attached as Appendix 2.

2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 2.

2.04 Fee Summary

Description	Payment Method	Fee
Preliminary Engineering Report	Lump Sum	$20,000
Environmental Report/Categorical Exclusion	Lump Sum	$15,000
Survey and Engineering Design	Lump Sum	$50,000
Permitting Assistance	Lump Sum	$4,000
Bidding Assistance	Lump Sum	$5,000
Contract Administration (Part-Time)	Lump Sum	$18,000
Construction Observation (Utility Site) (Part-Time)	Lump Sum	$60,000
Construction Observation (Private Side) (Part-Time)	Lump Sum	$50,000
Grant Administration	Lump Sum	$10,000
Contract Coordination (Utility)	Lump Sum	$22,000
Contract Coordination (Private Side)	Lump Sum	$40,800
Private Service Allowance Coordination	Lump Sum	$35,000
Total Project Fee:		**$329,800**

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

b. By Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.

c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.

d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.

D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.

F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:

1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;

2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole

risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;

3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and

4. such limited license to Owner shall not create any rights in third parties.

G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to $50,000 or the total amount of compensation received by Engineer, whichever is greater.

I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

K. This Agreement is to be governed by the law of the state in which the Project is located.

L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

6.01 *Total Agreement*

A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Definitions

B. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

C. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

Attachments:

Appendix 1 – Design Services, Construction Contract Administration, Construction Observation, Additional Services and Services Provided by the Owner
Appendix 2 - Engineer's Standard Hourly Rates

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner:	Engineer:
City of Mount Holly	**Harvin Engineering, PLLC**
By:	By: A. Slade Harvin
Print name:	Print name: **A. Slade Harvin**
Title:	Title: **Owner**
Date Signed:	Date Signed: 7/28/2025
	Engineer License or Firm's Certificate No. (if required): **P-2999**
	State of: **North Carolina**
Address for Owner's receipt of notices:	Address for Engineer's receipt of notices:
400 E. Central Avenue	**4971 Old River Drive**
Mount Holly, North Carolina 28120	**Hickory, North Carolina 28602**

PRE-AUDITED STATEMENT

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

Print Name:

Title: **Finance Officer**

By (Signature):

Date Signed:

This is **Appendix 2**, **Engineer's Standard Hourly Rates,** referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services.

Engineer's Standard Hourly Rates

Wage Category	**Hourly Billing Rate**
Engineer IV	$230
Designer III	$135
Construction Administrator III	$222
Construction Observer/Resident Project Representative	$122
Project Assistant	$94

Reimbursables: Mileage will be billed at the current IRS Standard Mileage Rate, Subcontracted Services and other at cost plus 15%.

Standard Hourly Billing Rates are subject to periodic review and adjustment.

APPENDIX 1
TO THE
ENGINEERING SERVICES AGREEMENT
BETWEEN
THE CITY OF MOUNT HOLLY
AND
HARVIN ENGINEERING, PLLC
FOR
SCOPE OF SERVICE
TO
LEAD AND COPPER SERVICE REPLACEMENT – AREA 1

The following Attachment shall become a part of the Contract Agreement.

PROJECT DESCRIPTION

The project includes the following proposed technical services related to the Lead and Copper Service Replacement project requirements, which include: Customer Notification Assistance, Grant Assistance, preparation of Preliminary Engineering Report for Replacement portion of the project and related Design, Permitting, Bidding, Coordination Assistance, Contract Administration and Construction Observation.

PROJECT KICKOFF AND PRELIMINARY MATTERS

(1) Hold an initial meeting with Owner to verify project scope and division of work between Owner and Engineer.

(2) Coordinate all efforts with City staff.

(3) Up to four (4) meetings, including the kick-off meeting, are included.

PRELIMINARY ENGINEERING REPORT (PER) (NCDEQ-DWI)

(4) Hold an initial meeting with Owner to verify project scope and division of work between Owner and Engineer.

(5) Gather data from Owner regarding existing daily flows, number, and type of customers (residential, commercial, and industrial), water and sewer rate information, and copy of Water and Sewer Fund Audit and Budget.

(6) Review system deficiencies and three (3) possible alternatives to address the project associated with the Lead and Copper Service Replacement for replacement of the project's service lines identified for replacement as follows:

(7) Alt 1 – No Action

(8) Alt 2 – Optimization of Existing Service Lines

(9) Alt 3 – Replacement of Existing Service Lines

(10) Develop cost opinions of the alternatives and complete a present worth analysis.

(11) Estimate 20-year future demands on the system.

(12) Estimate affect cost will have on water/sewer rates.

(13) Develop a report summarizing the data and present results to Owner in a draft report and in one review meeting.

(14) Provide Owner with two (2) hard copies and one (1) PDF file of the final report based on comments received in review meeting.

DESIGN SERVICES

(15) Design of the replacement of 60 water services, including both the utility side and private side (meter box to within 5-feet of the private structure).

(16) Work with Owner and Owner's Attorney to establish the necessary easements and access documents to enable the work to be performed on public and private property for the project. Advise the Owner of installation easements and rights-of-way needed for project.

(17) Hold such conferences with representatives of the Owner as may be necessary to obtain data for developing the design project. Project budget is based on up to 2 meetings.

(18) Prepare a design memorandum of the project and review with the Owner to establish standards to be used in design.

(19) Identify wetlands, streams, and buffers for Preconstruction Notification (PCN) application. The wetland information presented is subject to verification and approval by the NCDEQ and US Army Corps of Engineers. Preparation of PCN for a Nationwide Permit is included in the fee. If additional permitting and mitigation is required, this will be completed as an Additional Service.

(20) Submit design drawings at the following stages for Owner review and approval: 50%, Permit and Quality Control Review 90%.

(21) Prepare and furnish contract plans and specifications(Contract Documents) as necessary for the proper construction of the project and prepare all documents necessary for the taking of bids and the letting of contracts for the proposed work. It is understood and agreed that the Engineer shall be permitted to insert in the Owner’s construction contract documents, provisions for reimbursement for printing, binding, mailing, and other costs incidental to issuing of said contract plans, specifications, and documents.

(22) Submit for approval of the plans and specifications proposed to the North Carolina Department of Environmental Quality including Division of Water Resources, Public Water Supply Section and Land Quality [((select as appropriate))], and other regulatory and funding agencies as may be required for construction of the improvements.

BIDDING AND NEGOTIATION

(23) Assist the Owner in the advertising for bids.

(24) Furnish copies (Digital) of the bidding documents as requested by the contractors, material suppliers, and other interested parties for bidding.

(25) Prepare, as may be required, written addenda amending the bidding documents.

(26) Conduct pre-bid conference at the location designated by the Owner. Minutes will be kept and distributed to all plan holders in an Addendum.

(27) Assist the Owner in the receiving of bids, tabulate same for ready comparison, collect required data from Low Bidder and provide to Owner, and advise the Owner to the best of our ability as to proper and judicious award of contracts.

(28) After award of contract(s), the Engineer will prepare the contract documents for execution by the contractor(s) and the Owner.

CONSTRUCTION CONTRACT ADMINISTRATION

(29) Prior to the start of construction, the Engineer will assist the Owner in preparing an agenda and conducting a preconstruction conference.

(30) Review and approve, for conformance with the design concept, any necessary shop and working drawings furnished by contractors. Furnish the Owner with a complete set of shop drawings upon completion of construction.

(31) Interpret the intent of the drawings and specifications (Contract Documents) to protect the Owner against defects and deficiencies in construction on the part of the contractors. The Engineer will not, however, guarantee the performance by any contractor.

(32) Establish baselines for locating the main components to be constructed. The contractor will be responsible for providing any day-to-day construction staking that may be required.

(33) Provide general Engineering review of the work of the contractor as construction progresses and hold monthly ((adjust period as appropriate to the scope/size of project)) progress conferences to ascertain that the contractor is conforming to the design concept and construction schedule.

(34) Cooperate and work closely with the Owner and appropriate regulatory agencies during construction.

(35) Review the contractor's application for progress and final payment, and when approved, submit same to the Owner for payment.

(36) As necessary, prepare change orders and make revisions to the contract documents for approval by the Owner and others on a timely basis.

(37) Perform substantial and final completion walk-throughs with Owner and Contractor, complete construction contract closeout documentation, submit necessary certifications to Federal/State agencies, and prepare final partial payment request for Owner to closeout project with the Contractor.

(38) The Engineer will provide the Owner with three (3) sets of prints and a cd containing the pdf copy of the record drawings. Such drawings will be based upon construction records provided by the contractor during construction and reviewed by the construction observer. (The Lead and Copper Service projects that require replacement are not anticipated to require any full-size construction drawings and only require smaller detail drawings to communicate the work for replacement of the utility and private side water services.

CONSTRUCTION OBSERVATION

(39) After award of the contract(s), the Engineer will provide part-time observation of the construction on the project during periods of significant construction work being performed and at other times will provide periodic observation of the work as appropriate to the state of construction. The Project Engineer will make visits to the job site periodically to observe the progress of the work and consult with the Owner and the observer. The Observer's estimated number of part-time work days on the project is 30 days (on average 2 days / wk).

(40) Engineer's observer shall observe materials and finished workmanship, check all layouts of work, keep the necessary or required records of inspection, review estimates for payment to contractors and make reports to the project Engineer, and provide liaison between the Engineer and the Owner.

(41) Engineer will submit observation reports to the Owner on a regular basis.

(42) Engineer will make a final observation of all construction and provide a written certification of final observation to the Owner and the required regulatory agencies.

PRIVATE SERVICE ALLOWANCE COORDINATION

(43) Assist Owner with coordinating work with a plumber to perform the private side service line replacement for each private service owner within the project.

(44) Coordinate with plumber(s) (pending Owner concurrence) to establish an allowance amount for the replacement of the private portion of the service replacement.

(45) Distribute requirements for service line materials and work involved with the service line replacement.

(46) Engineer will track progress of replacement work within the project for the private service locations identified for replacement.

UTILITY COORDINATION (PUBLIC AND PRIVATE)

(47) Contracts will be separated into two (2) sub-projects, which will be the public service line replacement portion and the private service line replacement work.

(48) Assist Owner with coordinating each of the portions of work within the project.

(49) Coordinate the work and schedule of the associated work within each portion of the overall project to best perform the work and allow for meeting compliance of the funding agency requirements.

(50) Record and organize records to allow for tracking of materials and quantities to be monitored under the associated Contract Administration portion of the Contract.

(51) Assist with public outreach to assist Owner with communication to public regarding the project status and associated schedule for the phases of the project.

GRANT ADMINISTRATION

(52) Assist Owner with preparation of items necessary for submitting reimbursement requests to the State.

(53) Preparing bi-monthly updates to submit to the State to update the State on the project progress.

ADDITIONAL SERVICES

In addition to the foregoing services being performed, the following services may be provided upon prior written authorization of the Owner.

(1) Conduct research and surveys and prepare necessary plats and maps for the determination of property Ownership and identification of sites and easements to be acquired for the construction of the project.

(2) Provide Levels “A” and “B” Subsurface Utility Engineering (SUE) services through the project corridor or critical areas within the corridor. Level “A” shall be paid by each excavation performed and Level “B” shall be paid by the linear foot surveyed. All Level “C” SUE services are provided as part of the Basic Services of the contract above, if required.

(3) Prepare downstream sewer analysis, if required by Division of Water Quality, to support permit application to construct.

(4) Prepare CAMA permit.

(5) Prepare USACE Individual Permit.

(6) Prepare Storm Water Management plan.

(7) Prepare redesigns for the Owner after Final Plans and Specifications have been accepted by the Owner.

(8) Appear before courts or boards on matters of litigation or hearings related to the project.

(9) Design other additional utilities improvements not included in the original scope of services.

(10) Conduct additional work or extended services during construction due to the fault of the Contractor or due to the overrun in time for construction.

(11) Conduct as-built survey of newly constructed facilities. Prepare record drawings based on survey and construction records provided by the Contractor.

(12) Grant/Loan administration.

(13) Provide Construction Staking services for the Contractor.

(14) Geotechnical Services.

SERVICES PROVIDED BY THE OWNER

(15) Designate a person to act as the Owner's representative with respect to the work to be performed under the agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define the Owner policies.

(16) Provide such legal accounting and insurance counseling services as may be required for the project and such auditing services as the Owner may require to ascertain how or for what purpose any contractor has used the monies paid to him under the construction contract.

(17) Pay all permit and application fees required for the project approval and construction.

(18) Assist the Engineer by placing at his disposal all available information pertinent to the projects as may be required by the Engineer.

(19) Guarantee access to and make all provisions for the Engineer to enter upon public and private property as required to perform his services.

(20) Examine all sketches, drawings, specifications, proposals, and other documents presented by the Engineer, obtaining advice of an attorney, insurance counselor, and other consultants as the Owner deems appropriate for such examination.

(21) Provide frequent observation of the project to apprise the Engineer of specific matters relating to the project that would foster good relations among all parties involved as well as to allow work to progress in an orderly manner.

(22) Give prompt written notice to the Engineer whenever the Owner observes or otherwise becomes aware of any defect in the project or changed circumstances.

(23) Furnish the Engineer in a timely manner with copies of pertinent correspondence relating to the project which would not otherwise have been delivered to the Engineer.

(24) Bear all cost of incidentals for the compliance with the requirements of this article and the foregoing article entitled "Additional services".

(25) Provide E-verify affidavit document for Engineer’s execution.

http://www.nclm.org/SiteCollectionDocuments/E-Verify%20FAQs%20-%20Sept2013.pdf

SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of ________________________ ("Effective Date") between

City of Mount Holly ("Owner")

and

Harvin Engineering, PLLC ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: **Lead and Copper Service Replacement – Area 2** ("Project").

Engineer's services under this Agreement are generally identified as follows: **Providing technical services which include the design, permitting assistance (as needed), bidding assistance, grant administration, contract coordination (public and private service sides), and construction observation associated with the replacement (~132 services) that was awarded as part of the City's Lead and Copper Service Replacement – Area 2 Project** ("Services").

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").

B. Engineer shall complete its Services within the following specific time period: **Approximately 24 months (based upon milestones within the Letter of Intent to Fund for the Project and an additional time of approximately 12 month following the execution of construction contracts).** If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.

C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

2.01 *Payment Procedures*

A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0%

per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment—Lump Sum*

A. Owner shall pay Engineer for Services as follows:

1. **A Lump Sum amount of $20,000 for Preliminary Engineering Report.**
2. **A Lump Sum amount of $50,000 for Survey and Engineering Design.**
3. **A Lump Sum amount of $15,000 for Environmental Report/Categorical Exclusion.**
4. **A Lump Sum amount of $4,000 for Permitting Assistance.**
5. **A Lump Sum amount of $5,000 for Bidding Assistance.**
6. **A Lump Sum amount of $18,000 for Contract Administration (Part-time).**
7. **A Lump Sum amount of $60,000 for Construction Observation (Utility Side) (Part-time).**
8. **A Lump Sum amount of $50,000 for Construction Observation (Private Side) (Part-time).**
9. **A Lump Sum amount of $10,000 for Grant Administration.**
10. **A Lump Sum amount of $22,000 for Contract Coordination (Utility).**
11. **A Lump Sum amount of $40,800 for Contract Coordination (Private Side).**
12. **A Lump Sum amount of $35,000 for Private Service Allowance.**

B. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

2.02 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

A. Owner shall pay Engineer for Services as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s employees times standard hourly rates for each applicable billing class, plus reimbursement of

expenses incurred in connection with providing the Services and Engineer's consultants' charges, if any.

2. Engineer's Standard Hourly Rates are attached as Appendix 2.

2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 2.

2.04 Fee Summary

Description	Payment Method	Fee
Preliminary Engineering Report	Lump Sum	$20,000
Environmental Report/Categorical Exclusion	Lump Sum	$15,000
Survey and Engineering Design	Lump Sum	$50,000
Permitting Assistance	Lump Sum	$4,000
Bidding Assistance	Lump Sum	$5,000
Contract Administration (Part-Time)	Lump Sum	$18,000
Construction Observation (Utility Site) (Part-Time)	Lump Sum	$50,000
Construction Observation (Private Side) (Part-Time)	Lump Sum	$40,000
Grant Administration	Lump Sum	$10,000
Contract Coordination (Utility)	Lump Sum	$22,000
Contract Coordination (Private Side)	Lump Sum	$22,600
Private Service Allowance Coordination	Lump Sum	$19,400
Total Project Fee:		**$276,000**

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

b. By Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.

c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.

d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.

D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.

F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:

1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;

2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole

risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;

3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and

4. such limited license to Owner shall not create any rights in third parties.

G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to $50,000 or the total amount of compensation received by Engineer, whichever is greater.

I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

K. This Agreement is to be governed by the law of the state in which the Project is located.

L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

6.01 *Total Agreement*

A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Definitions

B. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

C. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

Attachments:

Appendix 1 – Design Services, Construction Contract Administration, Construction Observation, Additional Services and Services Provided by the Owner
Appendix 2 - Engineer's Standard Hourly Rates

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner:
City of Mount Holly

By:
Print name:
Title:
Date Signed:

Engineer:
Harvin Engineering, PLLC

By: A. Slade Harvin
Print name: **A. Slade Harvin**
Title: **Owner**
Date Signed: 7/28/2025

Engineer License or Firm's Certificate No. (if required):
P-2999
State of: **North Carolina**

Address for Owner's receipt of notices:

400 E. Central Avenue
Mount Holly, North Carolina 28120

Address for Engineer's receipt of notices:

4971 Old River Drive
Hickory, North Carolina 28602

PRE-AUDITED STATEMENT

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

Print Name:

Title: **Finance Officer**

By (Signature):

Date Signed:

This is **Appendix 2**, **Engineer's Standard Hourly Rates,** referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services.

Engineer's Standard Hourly Rates

Wage Category	Hourly Billing Rate
Engineer IV	$230
Designer III	$135
Construction Administrator III	$222
Construction Observer/Resident Project Representative	$122
Project Assistant	$94

Reimbursables: Mileage will be billed at the current IRS Standard Mileage Rate, Subcontracted Services and other at cost plus 15%.

Standard Hourly Billing Rates are subject to periodic review and adjustment.

APPENDIX 1
TO THE
ENGINEERING SERVICES AGREEMENT
BETWEEN
THE CITY OF MOUNT HOLLY
AND
HARVIN ENGINEERING, PLLC
FOR
SCOPE OF SERVICE
TO
LEAD AND COPPER SERVICE REPLACEMENT – AREA 2

The following Attachment shall become a part of the Contract Agreement.

PROJECT DESCRIPTION

The project includes the following proposed technical services related to the Lead and Copper Service Replacement project requirements, which include: Customer Notification Assistance, Grant Assistance, preparation of Preliminary Engineering Report for Replacement portion of the project and related Design, Permitting, Bidding, Coordination Assistance, Contract Administration and Construction Observation.

PROJECT KICKOFF AND PRELIMINARY MATTERS

(1) Hold an initial meeting with Owner to verify project scope and division of work between Owner and Engineer.

(2) Coordinate all efforts with City staff.

(3) Up to four (4) meetings, including the kick-off meeting, are included.

(4) Hold an initial meeting with Owner to verify project scope and division of work between Owner and Engineer.

(5) Gather data from Owner regarding existing daily flows, number, and type of customers (residential, commercial, and industrial), water and sewer rate information, and copy of Water and Sewer Fund Audit and Budget.

(6) Review system deficiencies and three (3) possible alternatives to address the project associated with the Lead and Copper Service Replacement for replacement of the project's service lines identified for replacement as follows:

(7) Alt 1 – No Action

(8) Alt 2 – Optimization of Existing Service Lines

(9) Alt 3 – Replacement of Existing Service Lines

(10) Develop cost opinions of the alternatives and complete a present worth analysis.

(11) Estimate 20-year future demands on the system.

(12) Estimate affect cost will have on water/sewer rates.

(13) Develop a report summarizing the data and present results to Owner in a draft report and in one review meeting.

(14) Provide Owner with two (2) hard copies and one (1) PDF file of the final report based on comments received in review meeting.

DESIGN SERVICES

(15) Design of the replacement of 60 water services, including both the utility side and private side (meter box to within 5-feet of the private structure).

(16) Work with Owner and Owner's Attorney to establish the necessary easements and access documents to enable the work to be performed on public and private property for the project. Advise the Owner of installation easements and rights-of-way needed for project.

(17) Hold such conferences with representatives of the Owner as may be necessary to obtain data for developing the design project. Project budget is based on up to 2 meetings.

(18) Prepare a design memorandum of the project and review with the Owner to establish standards to be used in design.

(19) Identify wetlands, streams, and buffers for Preconstruction Notification (PCN) application. The wetland information presented is subject to verification and approval by the NCDEQ and US Army Corps of Engineers. Preparation of PCN for a Nationwide Permit is included in the fee. If additional permitting and mitigation is required, this will be completed as an Additional Service.

(20) Submit design drawings at the following stages for Owner review and approval: 50%, Permit and Quality Control Review 90%.

(21) Prepare and furnish contract plans and specifications(Contract Documents) as necessary for the proper construction of the project and prepare all documents necessary for the taking of bids and the letting of contracts for the proposed work. It is understood and agreed that the Engineer shall be permitted to insert in the Owner's construction contract documents, provisions for reimbursement for printing, binding, mailing, and other costs incidental to issuing of said contract plans, specifications, and documents.

(22) Submit for approval of the plans and specifications proposed to the North Carolina Department of Environmental Quality including Division of Water Resources, Public Water Supply Section and Land Quality [((select as appropriate))], and other regulatory and funding agencies as may be required for construction of the improvements.

BIDDING AND NEGOTIATION

(23) Assist the Owner in the advertising for bids.

(24) Furnish copies (Digital) of the bidding documents as requested by the contractors, material suppliers, and other interested parties for bidding.

(25) Prepare, as may be required, written addenda amending the bidding documents.

(26) Conduct pre-bid conference at the location designated by the Owner. Minutes will be kept and distributed to all plan holders in an Addendum.

(27) Assist the Owner in the receiving of bids, tabulate same for ready comparison, collect required data from Low Bidder and provide to Owner, and advise the Owner to the best of our ability as to proper and judicious award of contracts.

(28) After award of contract(s), the Engineer will prepare the contract documents for execution by the contractor(s) and the Owner.

CONSTRUCTION CONTRACT ADMINISTRATION

(29) Prior to the start of construction, the Engineer will assist the Owner in preparing an agenda and conducting a preconstruction conference.

(30) Review and approve, for conformance with the design concept, any necessary shop and working drawings furnished by contractors. Furnish the Owner with a complete set of shop drawings upon completion of construction.

(31) Interpret the intent of the drawings and specifications (Contract Documents) to protect the Owner against defects and deficiencies in construction on the part of the contractors. The Engineer will not, however, guarantee the performance by any contractor.

(32) Establish baselines for locating the main components to be constructed. The contractor will be responsible for providing any day-to-day construction staking that may be required.

(33) Provide general Engineering review of the work of the contractor as construction progresses and hold monthly ((adjust period as appropriate to the scope/size of project)) progress conferences to ascertain that the contractor is conforming to the design concept and construction schedule.

(34) Cooperate and work closely with the Owner and appropriate regulatory agencies during construction.

(35) Review the contractor's application for progress and final payment, and when approved, submit same to the Owner for payment.

(36) As necessary, prepare change orders and make revisions to the contract documents for approval by the Owner and others on a timely basis.

(37) Perform substantial and final completion walk-throughs with Owner and Contractor, complete construction contract closeout documentation, submit necessary certifications to Federal/State agencies, and prepare final partial payment request for Owner to closeout project with the Contractor.

(38) The Engineer will provide the Owner with three (3) sets of prints and a cd containing the pdf copy of the record drawings. Such drawings will be based upon construction records provided by the contractor during construction and reviewed by the construction observer. (The Lead and Copper Service projects that require replacement are not anticipated to require any full-size construction drawings and only require smaller detail drawings to communicate the work for replacement of the utility and private side water services.

CONSTRUCTION OBSERVATION

(39) After award of the contract(s), the Engineer will provide part-time observation of the construction on the project during periods of significant construction work being performed and at other times will provide periodic observation of the work as appropriate to the state of construction. The Project Engineer will make visits to the job site periodically to observe the progress of the work and consult with the Owner and the observer. The Observer's estimated number of part-time work days on the project is 30 days (on average 2 days / wk).

(40) Engineer's observer shall observe materials and finished workmanship, check all layouts of work, keep the necessary or required records of inspection, review estimates for payment to contractors and make reports to the project Engineer, and provide liaison between the Engineer and the Owner.

(41) Engineer will submit observation reports to the Owner on a regular basis.

(42) Engineer will make a final observation of all construction and provide a written certification of final observation to the Owner and the required regulatory agencies.

PRIVATE SERVICE ALLOWANCE COORDINATION

(43) Assist Owner with coordinating work with a plumber to perform the private side service line replacement for each private service owner within the project.

(44) Coordinate with plumber(s) (pending Owner concurrence) to establish an allowance amount for the replacement of the private portion of the service replacement.

(45) Distribute requirements for service line materials and work involved with the service line replacement.

(46) Engineer will track progress of replacement work within the project for the private service locations identified for replacement.

UTILITY COORDINATION (PUBLIC AND PRIVATE)

(47) Contracts will be separated into two (2) sub-projects, which will be the public service line replacement portion and the private service line replacement work.

(48) Assist Owner with coordinating each of the portions of work within the project.

(49) Coordinate the work and schedule of the associated work within each portion of the overall project to best perform the work and allow for meeting compliance of the funding agency requirements.

(50) Record and organize records to allow for tracking of materials and quantities to be monitored under the associated Contract Administration portion of the Contract.

(51) Assist with public outreach to assist Owner with communication to public regarding the project status and associated schedule for the phases of the project.

GRANT ADMINISTRATION

(52) Assist Owner with preparation of items necessary for submitting reimbursement requests to the State.

(53) Preparing bi-monthly updates to submit to the State to update the State on the project progress.

ADDITIONAL SERVICES

In addition to the foregoing services being performed, the following services may be provided upon prior written authorization of the Owner.

(1) Conduct research and surveys and prepare necessary plats and maps for the determination of property Ownership and identification of sites and easements to be acquired for the construction of the project.

(2) Provide Levels “A” and “B” Subsurface Utility Engineering (SUE) services through the project corridor or critical areas within the corridor. Level “A” shall be paid by each excavation performed and Level “B” shall be paid by the linear foot surveyed. All Level “C” SUE services are provided as part of the Basic Services of the contract above, if required.

(3) Prepare downstream sewer analysis, if required by Division of Water Quality, to support permit application to construct.

(4) Prepare CAMA permit.

(5) Prepare USACE Individual Permit.

(6) Prepare Storm Water Management plan.

(7) Prepare redesigns for the Owner after Final Plans and Specifications have been accepted by the Owner.

(8) Appear before courts or boards on matters of litigation or hearings related to the project.

(9) Design other additional utilities improvements not included in the original scope of services.

(10) Conduct additional work or extended services during construction due to the fault of the Contractor or due to the overrun in time for construction.

(11) Conduct as-built survey of newly constructed facilities. Prepare record drawings based on survey and construction records provided by the Contractor.

(12) Grant/Loan administration.

(13) Provide Construction Staking services for the Contractor.

(14) Geotechnical Services.

SERVICES PROVIDED BY THE OWNER

(15) Designate a person to act as the Owner's representative with respect to the work to be performed under the agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define the Owner policies.

(16) Provide such legal accounting and insurance counseling services as may be required for the project and such auditing services as the Owner may require to ascertain how or for what purpose any contractor has used the monies paid to him under the construction contract.

(17) Pay all permit and application fees required for the project approval and construction.

(18) Assist the Engineer by placing at his disposal all available information pertinent to the projects as may be required by the Engineer.

(19) Guarantee access to and make all provisions for the Engineer to enter upon public and private property as required to perform his services.

(20) Examine all sketches, drawings, specifications, proposals, and other documents presented by the Engineer, obtaining advice of an attorney, insurance counselor, and other consultants as the Owner deems appropriate for such examination.

(21) Provide frequent observation of the project to apprise the Engineer of specific matters relating to the project that would foster good relations among all parties involved as well as to allow work to progress in an orderly manner.

(22) Give prompt written notice to the Engineer whenever the Owner observes or otherwise becomes aware of any defect in the project or changed circumstances.

(23) Furnish the Engineer in a timely manner with copies of pertinent correspondence relating to the project which would not otherwise have been delivered to the Engineer.

(24) Bear all cost of incidentals for the compliance with the requirements of this article and the foregoing article entitled "Additional services".

(25) Provide E-verify affidavit document for Engineer's execution.

http://www.nclm.org/SiteCollectionDocuments/E-Verify%20FAQs%20-%20Sept2013.pdf

Regular Meeting
Agenda Action Form

Meeting Date	From
August 25, 2025	Brian DuPont, Assistant City Manager City Management

CONSENT AGENDA Item # 6

Call for a public hearing to consider approval of a fourth amendment to the development agreement with OMBMH, LLC

Will this require a public hearing?

No

Background/Purpose of Request

OMB has requested an amendment to their agreement.

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

1. City resolution to set public hearing 725 Elm for 9-22-25 (00118810xD4992)
2. Legal ad 725 Elm St. public hearing 4th amend dev agmt 9-22-25 (00118812xD4992)
3. Draft Fourth Amendment to OMB Agreement resolution.docx final

RESOLUTION TO CALL FOR A PUBLIC HEARING
ON THE QUESTION OF THE FOURTH AMENDMENT
TO THE DEVELOPMENT AGREEMENT
WITH OMBMH, LLC, REGARDING THE PROJECT
LOCATED IN MOUNT HOLLY AT 725 ELM STREET
IN ACCORDANCE WITH THE PROVISIONS OF NCGS 158-7.1

I move that a public hearing be held at the City Council meeting on September 22, 2025, at 6:30 PM, to discuss the City's intention to approve a fourth amendment to the development agreement with OMBMH, LLC, regarding the economic development project located at 725 Elm Street, under the economic development provisions of NC General Statute Section 158-7.1. Notice of this public hearing shall be published in a newspaper having general circulation in the City of Mount Holly, at least ten (10) days prior to the date of the public hearing.

Motion by:

Seconded by:

Vote:

NOTICE OF INTENT TO HOLD A PUBLIC HEARING
ON THE QUESTION OF THE FOURTH AMENDMENT
TO THE DEVELOPMENT AGREEMENT
WITH OMBMH, LLC, REGARDING THE PROJECT
LOCATED IN MOUNT HOLLY AT 725 ELM STREET
IN ACCORDANCE WITH THE PROVISIONS OF NCGS 158-7.1

The public will take notice that the City Council of the City of Mount Holly intends at its regular Council meeting at 6:30 PM on the 22nd of September, 2025, at the Mount Holly Municipal Complex, 400 E. Central Avenue, Mount Holly, NC, 28120, to hold a public hearing on the question of approving a fourth amendment to the development agreement with OMBMH, LLC, regarding the economic development project located at 725 Elm Street, under the economic development provisions of NC General Statute Section 158-7.1.

Jonathan Blanton, City Manager

00118812

A RESOLUTION TO APPROVE THE FOURTH AMENDMENT TO THE DEVELOPMENT AGREEMENT REGARDING 725 ELM ST., MOUNT HOLLY, NC, IN ACCORDANCE WITH THE PROVISIONS OF NCGS 158-7.1

WHEREAS, the City Council of the City of Mount Holly ("Council") sold 725 Elm St., Mount Holly, NC, (the "Property") pursuant to NCGS 158-7.1 on March 31, 2022, to OMBMH, LLC ("OMB"); and,

WHEREAS, in connection with the sale of the Property, the Council entered into that certain the "Development Agreement" with OMB Property Holdings, LLC, effective as of July 12, 2021, as amended by that Amendment to Development Agreement dated as of March 15, 2022, that Second Amendment to Development Agreement dated as of March 27, 2023, which was assigned to OMB by that Assignment of Agreement dated as of March 31, 2022, and that Third Amendment to Development Agreement dated as of March 25, 2024 ("Agreement"); and,

WHEREAS, OMB has requested an extension of time to receive the issuance of a final certificate of occupancy pursuant to Section 2.4 of the Agreement for a one (1) year period to September 30, 2026, and an extension of time to cause The Olde Mecklenburg Brewery LLC to hold a grand opening pursuant to Section 2.4 of the Agreement from the original time line to December 31, 2026, and therefore presented a proposed "Fourth Amendment to Development Agreement"; and,

WHEREAS, the Council held a public hearing at the September 22, 2025, regular meeting on the question of approval of the modified terms as stated in the "Fourth Amendment to Development Agreement" pursuant to NCGS 158-7.1, after 10 days' prior notice published in the Gaston Gazette on ________________.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Mount Holly hereby approves the modified terms as stated in the proposed "Fourth Amendment to Development Agreement" and hereby authorizes and directs the City Manager to sign the same,

This the 22nd day of September 2025.

CITY OF MOUNT HOLLY

By: ________________________________
David Moore, Mayor

Attest:

____
Tara Douglas, City Clerk

00118811

FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FOURTH AMENDMENT TO DEVELOPMENT ("Amendment") is made effective as of the 22nd day of September 2025 by and between OMBMH, LLC, a North Carolina limited liability company ("Developer") and THE CITY OF MOUNT HOLLY, a North Carolina municipal corporation ("City").

BACKGROUND STATEMENT

A. OMB Property Holdings, LLC and City entered into that certain Development Agreement effective as of July 12, 2021, as amended by that Amendment to Development Agreement dated as of March 15, 2022, that Second Amendment to Development Agreement dated as of March 27, 2023, as assigned by OMB Property Holdings, LLC to OMBMH, LLC by that Assignment of Agreement by and between OMB Property Holdings, LLC and OMBMH, LLC dated as of March 31, 2022, and that Third Amendment to Development Agreement dated as of March 25, 2024 (collectively, the "Agreement") with respect to that certain real property consisting of approximately 2.06 acres located at 725 Elm Street, Mount Holly, Gaston County, North Carolina and currently identified as Gaston County Tax Parcel 307006 (the "Property"), as more particularly described in the Agreement.

B. Developer has requested an extension of time to receive the issuance of a final certificate of occupancy pursuant to Section 2.4 of the Agreement for an additional one (1) year period to September 30, 2026, and an extension of time to cause The Olde Mecklenburg Brewery LLC to hold a grand opening pursuant to Section 2.4 of the Agreement from the original timeline to December 31, 2026.

C. Developer and City desire to amend Section 2.4 of the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, Developer and City agree as follows:

1. Amendment to Section 2.4 of the Agreement. Section 2.4 "Schedule of Development" is hereby amended to extend the deadline for Developer to pursue substantial completion of the development of the Property, as evidenced by the issuance of a final certificate of occupancy, to September 30, 2026.

3. Section 2.4 "Schedule of Development" is hereby further amended to extend the deadline for Developer to cause its related entity, The Olde Mecklenburg Brewery LLC, to hold a grand opening of the proposed brewery restaurant and biergarten pursuant to the Development Plan to December 31, 2026.

4. Counterparts. This Amendment may be executed in multiple counterparts, each of which will be deemed an original but all of which taken together will constitute one and the same

instrument. Facsimile and electronic executions and deliveries will have the full force and effect of original signatures.

5. Miscellaneous. Except as specifically amended herein, all remaining terms and conditions of the Agreement shall remain in full force and effect. To the extent of any conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, the terms and conditions of this Amendment shall control. Capitalized terms used herein but not otherwise defined shall have the meanings as set forth in the Agreement.

IN WITNESS WHEREOF, Developer and City have caused this Amendment to be executed and sealed by their duly authorized representatives on the day and year first above written.

DEVELOPER:

OMBMH, LLC,
a North Carolina limited liability company

By: ______________________________(SEAL)
John A. Marrino, Manager

CITY:

THE CITY OF MOUNT HOLLY,
a North Carolina municipal corporation

By: ______________________________(SEAL)
Name: ____________________________
Title: _____________________________

Regular Meeting Agenda Action Form

Meeting Date	From
August 25, 2025	Joshua Blackwell, Planner I Planning

CONSENT AGENDA Item # 7

Call for a public hearing to consider an update to section 153.056 (E) of the Subdivision & Land Development Ordinance to create safer standards for trail construction and emergency response. Case # TA-25-9.

Will this require a public hearing?

No

Background/Purpose of Request

This proposed text amendment has been submitted by staff and would update standards for trail construction and emergency response.

This amendment to Sections 153.056 (E) of the Subdivision and Land Development Ordinance. Trails will be required to be eight (8) feet wide with six (6) inches of compacted ABC "crush & run" stone or paved with concrete or asphalt. Standards for trail design will be referenced in the City Public Works Standard Detail R-141 and R-142 established by the City Engineer. Dirt or natural surface trails may be approved by staff as part of a quid pro quo negotiation with the developer. Foot bridges will be required to have an eight (8) foot wide clearance to allow for emergency UTV's to pass. A smooth transition from bridge to trail will be required. Mile markers will be required every 0.2 miles (1/5 of a mile). Trail markers shall be installed on both sides of a 4" X 4" post and the post shall be painted safety yellow. Trial markers shall be made of reflective material and be at least 3.5" in diameter. Trail kiosk standards will be implemented, and kiosks will be required at all trail heads and intersections of trails and roads. Standards for drainage pipes under the trail will be established. A maximum trail slope of twelve (12) percent will be required. Trails shall have switchbacks and rounding turns that allow a UTV to pass without making multipoint turns. At the end of trails a method for turning around a UTV will be required. New standards were based on recent experiences that Police, Fire and Planning staff had while inspecting trails in new subdivisions.

If the call is approved, the Planning Commission would hear the case on September 2nd, 2025, and the City Council would hear the case on September 8th, 2025.

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 that City Council call for a public hearing on the matter.

Attachments

1. TA-25-9 Red Lines

§ 153.056 (E) *Emergency response requirements for trail system.*

The purpose of the trail system requirements is to assure that when off road amenities are provided by a development that public health, safety, and welfare are appropriately assured during the review and approval by the City of Mount Holly.

If a developer proposes or is required to provide any trail system or network as part of the development, then the following items will be required at a minimum and will be included as part of the Greenway Response Map for the City of Mount Holly:

1. Private greenways or trails ~~need to be a minimum of eight (8) feet wide and at a minimum gravel surface for emergency response trucks or all-terrain vehicles. If dirt or natural surface trails are proposed the developer will need to provide other measures in order to assure appropriate response can be maintained.~~ shall be 8' wide with 6" of compacted ABC "crush & run" stone or paved with concrete or asphalt. Must meet standards in City Public Works Standard Detail R-141. Dirt or natural surface trails may be approved by staff as part of a quid pro quo negotiation with the developer.

2. If foot bridges are proposed it is required that a vehicle access point is provided if the distance between them exceeds two miles. Bridges shall have an 8-foot-wide clearance between the side rails to allow for emergency UTV's to cross the bridge. There shall be a smooth transition from trail to bridge to allow emergency UTV's to traverse from trail to bridge without being impeded by sudden changes in grade. Must meet standards in City Public Works Standard Detail R-142.

3. ~~Trail marking on routes will be required with a maximum of ¼-mile between markers, and;~~ City staff are responsible for regulating the naming, signage & trail markers that are associated & installed with newly developed trails. Markers & naming conventions will be assigned based on a project's location on the Greenway Response Map. Trail markers will display a City assigned three letter abbreviation unique to the development, followed by the mile marker based on Item 3 above. Contact Planning Department staff for information regarding trail marker abbreviation assignment. Trail markers shall be installed on both sides of a

4" X 4" post with the marker easily visible when walking along the trail from either direction. The post shall be painted bright "safety" yellow. Trail marker posts should be of uniform height with the bottom of trail markers posted at 4' above grade. Trail markers shall be made of reflective materials, circular, and have a minimum diameter of 3.5 inches. Markers shall be easily readable, display the three-letter abbreviation for the trails system, have the background color be the same as the trail color shown on the kiosk map and display the mileage distance from the trail origin. Trail markers shall be located every 0.2 miles or less from the trail origin and no greater than 0.2 miles from the previous trail marker or kiosk with mile marker.

4. ~~City staff are responsible for regulating the naming, signage & trail markers that are associated & installed with newly developed trails. Markers & naming conventions will be assigned based on a project's location on the Greenway Response Map. Trail markers will display a City assigned three letter abbreviation unique to the development, followed by the mile marker based on Item 3 above. Contact Planning Department staff for information regarding trail marker abbreviation assignment.~~ A kiosk with a trail map must be located at the origin of each trail and at any intersection of the trail and a road. Kiosks shall be water tight and kiosks maps shall be located no greater than 4 feet from grade. All trail kiosks shall have a mileage marker. If there are different color trail systems in the development the kiosk should have maps labeled by the color of the trail system it represents and the kiosk mile marker. For example: "Blue Trail – Mile 0.0". Trail maps must show the location where the map is posted indicated by a "you are here" indicator, the origin of each trail, and the location of trail marker posts along the trail with their mileage.

5. Developer will provide global positioning system (GPS) coordinate of the trail to be placed on the Greenway Response Map, which is maintained by the GIS ~~Department~~ Division. All kiosks, bridges and trail markers shall be located along with the entirety of the trail.

~~6. Developer is required to provide a kiosk at all trail heads referencing specific information to that trail including but not limited to how markers on the trail can be used when contacting Emergency 911 Services, provide map of trail with~~

~~reference to kiosk location ('You are Here' indicator), map will need to show access points along the trail to be used for emergency services~~.

~~7.~~ 6. All trail markers and kiosks will be constructed and placed in a permanent nature in order to assure high visibility and awareness for all users of the trails.

~~8.~~ 7. The City may require other information be provided that is specific to the project.

~~9.~~ 8. ~~Any associated signage be maintained by the developer or home owners association~~. All trails, kiosks and trail marking systems shall be maintained by the neighborhood association including trash removal, debris removal (limbs and leaves), clearing downed trees, maintaining drainage and repairing eroded areas.

9. All drainage pipes underneath the trail shall be constructed with rigid concrete or HDPE pipe and have a minimum inside diameter of twelve inches.

10. The maximum allowed slope for trails is twelve degrees or 3:25 (rise: run). Trails should utilize switchbacks with rounding turns to allow utility terrain vehicles to navigate the trail without making multi point turns. At the end of each trail there should be a method for easily turning around a UTV.

Regular Meeting
Agenda Action Form

Meeting Date	From
August 25, 2025	Joshua Blackwell, Planner I Planning

CONSENT AGENDA Item # 8

Call for a public hearing to consider an update to Chapter 3, Section 3.11 of the Zoning Ordinance to provide more detailed regulations of accessory buildings and structures. Case # TA-25-10.

Will this require a public hearing?

No

Background/Purpose of Request

This proposed text amendment has been submitted by staff and would update the accessory structure ordinance.

This amendment to Chapter 3, Section 3.11 of the Zoning Ordinance. As you may know, the Planning Department holds an annual staff retreat at the Municipal Complex at the beginning of every year, around the same time as the annual City Council Retreat. The purpose of our staff retreat is three-fold, with the first priority being the preparation of the annual Planning Department budget, the second priority being a review of the Strategic Vision Plan Update for potential upcoming goals and projects and the third priority focused on a review of ordinances to see what needs clarity and/or compliance with State law or zoning standards, as the original Zoning Ordinance, while updated routinely, dates back to 1996. Our goal as a department is not to be over-regulatory with these proposed text changes.

Staff proposed changes to this ordinance last year, which were adopted by Council, to require large accessory structures (over 600 square feet) to meet greater setback requirements, mirroring their particular zoning district, rather than the 5-foot minimum setback, due to complaints from residents, whose properties abutting larger accessory structures (i.e. storage buildings and now ADUs). With this ordinance, staff is simply proposing a reasonable limit on storage buildings or accessory structures because we have had some residents propose up to six storage buildings, all under 600 square feet, located side-by-side to skirt setback rules. This gave staff pause to revisit the ordinance, and Josh Blackwell, Planner I, has conducted a lot of research to find similar standards and requirements from other towns. Also, having many storage buildings on properties, usually comes with code violations. While one resident may need two storage buildings to maintain their property and hold belongings, when this number increases, we have found that usually code enforcement issues arise (i.e. storage of junk, trash and debris). There are no proposed changes to the Accessory Dwelling Unit ordinance, which Council adopted last year. Planning has permitted only one ADU thus far, since ordinance adoption, while having several inquiries, and there seems to be no issues with this ordinance. The Accessory Structure ordinance changes only state that the City is not penalizing property owners for having a pool or ADU by reading: *A pool or accessory* *dwelling unit shall not be counted towards the maximum size or number of allowed accessory structures.*

Anticipated changes to the ordinance are as follows:

1. State that accessory structures require the existence of a principal structure. Lots greater than 2-acres can have one 800 square foot accessory structure without a principal structure which can be used for storage of equipment to maintain the lot.
2. The height of an accessory structure will be limited to the height of the principal structure. Currently, they are allowed to be as tall as the maximum height of a structure allowed in the zone, even if that structure is shorter than accessory structure.
3. Limiting the size of an accessory structure to no larger than fifty percent of the square footage of the principal structure on the ground floor.
4. Allowing lots greater than one-acre to have accessory structures in the front yard if they are provided with a minimum of one hundred fifty (150) feet setback from any edge of the street right-of-way line and thirty (30) feet from any property line.
5. Limiting the number of structures and their combined square footage by lot size. See the table below. Lots greater than five acres will not have a limit on allowed square footage, but would still be required to follow the regulations of #3 listed above.

Note J for Reference: (J) No accessory structure shall be greater than fifty (50) percent of the square footage of the principal structure on the ground floor. The size and number of accessory structures shall be limited according to the following table. A pool or accessory dwelling unit shall not be counted towards the maximum size or number of allowed accessory structures.

Lot Size in Acres	**# Allowed**	**Combined Total Square Footage**
Under 0.25	2	600
0.25 – 0.5	2	800
0.5-1	3	1200
1-3	3	1800
3-5	4	2400
5+	6	Not regulated (see J. above)

If the call is approved, the Planning Commission would hear the case on September 2nd, 2025, and the City Council would hear the case on September 8th, 2025.

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 that City Council call for a public hearing on the matter.

Attachments

1. TA-25-10 Redlines

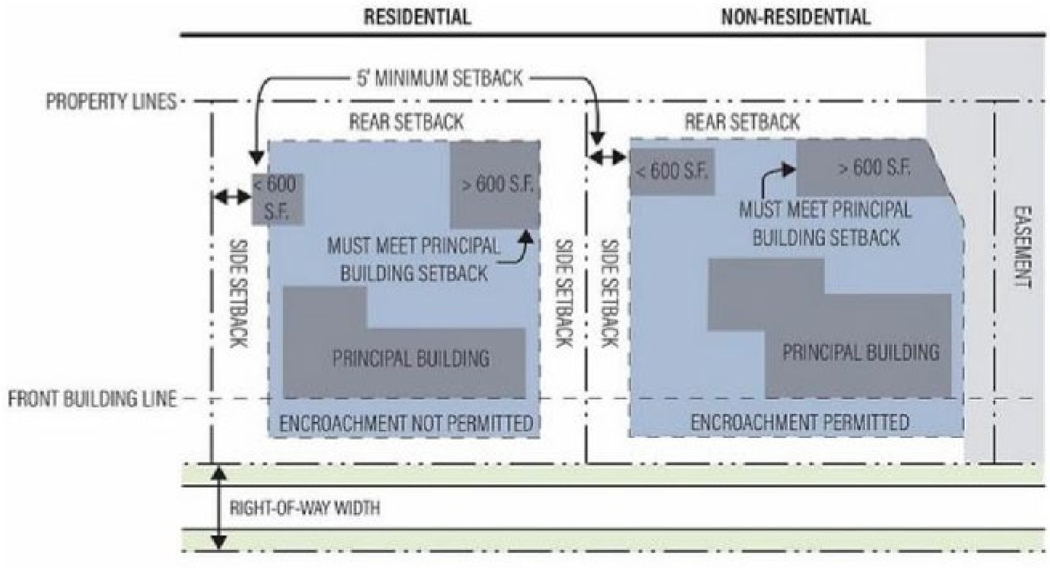
TA-25-10 Redlines

§ 3.11 ACCESSORY BUILDINGS AND STRUCTURES.

Accessory buildings and structures shall be exempt from setback and yard requirements provided they are located in accordance with the following requirements. (See Appendix Illustration A-2.)

(A) Accessory buildings and structures shall not be erected in any required front or side yard or any required street side setback on a corner lot. No accessory building or structure shall be constructed prior to the existence of a principal structure. Construction of an accessory structure may be approved in conjunction with approval of construction of the principal use.

(B) Accessory buildings shall be located ~~in the rear or in the side yard, if the proposed accessory structure is located~~ behind the front building line of the home. Accessory buildings or structures on corner lots shall be no closer to the street than the side yard setback line on the street side of the lot. Accessory buildings of 600 sq. ft. or less can be erected five feet from any side or rear property line. Accessory buildings greater than 600 sq. ft. must meet the underlying setback standards of the zoning district in which the property is located. Accessory buildings or structures must be located at least three feet from other accessory buildings. Accessory buildings shall not be located within platted or deeded utility or access easements or within five feet of a principal structure. The placement of an accessory building on a property, located within the city limits, first requires the application and issuance of a zoning compliance permit through the City of Mount Holly Planning Department and possibly the application and issuance of a building permit through the Gaston County Building Inspections Department.



ACCESORY BUILDINGS AND STRUCTURES

(C) Accessory buildings and structures shall not be erected in either front yard of any double frontage lot as set forth in § 3.13 of this chapter.

(D) ~~No accessory building shall exceed the height limitation of the district in which located.~~ The height of an accessory building or structure shall not exceed the height of the principal structure.

(E) No mobile home shall be used as an accessory building.

(F) No residential accessory building or structure shall be larger than the principal structure.

(G) (1) The U.S. Postal Office will work with builders and developers to determine the best mode for mail delivery, prior to extending or establishing delivery service.

(2) Evergreen shrubs shall be provided in the vicinity of each cluster mailbox(es) to promote high quality appearance and good design. The number, location and height of such landscape material shall be appropriate to the specific location, based on available planting area, topography and safety considerations, as determined by the Planning Director or designee. The maximum height of any such shrubs located in the public right-of-way or within a sight triangle shall follow § 3.15 of this chapter.

(3) Location of the cluster mailbox(es) shall take into consideration and promote non-motorist access as much as possible, as determined by the Planning Director or designee.

(4) The following table will help guide the number of required off-street parking spaces based on the number of mailboxes:

Number of Mailboxes	***Parking Spaces Required***
0 - 20	1
21 - 60	2
61 - 80	3
81 - 100	4
101 or more	4, plus 1 per each additional 50 mailboxes or portion thereof above 100

(H) No shipping container shall be used as an accessory building for any residential or commercial property, excluding industrial-zoned property, which includes H-I, Heavy Industrial, L-I, Light Industrial, or CD, Industrial Zoning.

(I) Shipping containers shall be allowed as temporary uses for normal residential and commercial moving operations where a contractor brings a shipping container onsite for the storage of items to be taken to an offsite location for unloading.

(J) No accessory building or structure shall be greater than fifty (50) percent of the square footage of the principal structure. The size and number of accessory structures shall be limited according to the following table. A pool or accessory dwelling unit shall not be counted towards the maximum size or number of allowed accessory buildings or structures.

Lot Size in Acres	**# Allowed**	**Combined Total Square Footage**
Under 0.25	2	600
0.25 – 0.5	2	800
0.5-1	3	1200
1-3	3	1800
3-5	4	2400
5+	6	Not regulated (see J. above)

(K) On lots of one (1) acre in area or greater, accessory buildings or structures may be located in the front yard, a minimum of one hundred fifty (150) feet from any edge of the street right-of-way line and thirty (30) feet from any property line.

CITY OF MOUNT HOLLY

CITY COUNCIL MEETING MINUTES

MONDAY, AUGUST 11, 2025

COUNCIL CHAMBERS

7:00 PM

CALL TO ORDER

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

Mayor David Moore	Jonathan Blanton, City Manager
Mayor Pro Tem Lauren Shoemaker	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
Councilman Kenneth Reeves	Jason Green, Public Works Director
Marie M. Anders, City Attorney	Eric Smallwood, Parks\Recreation Director
Tara Douglas, City Clerk	Michelle Wood, Finance Director
	Matt Black, Economic Development Director
	Jon Ford, City Engineer

INVOCATION

Gavin Cerilli led the Council, Staff, and attendees in prayer.

PLEDGE OF ALLEGIANCE

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

SET THE AGENDA

Mayor Moore asked if there were any changes to the agenda. Mr. Blanton requested that item number nine on the consent agenda regarding the Interlocal Water Sales Agreement with the Town of Stanley be removed as there will need to be further discussion in closed session. Mr. Blanton requested that item number one under old business regarding the discussion of a proposed development agreement, sales contract and call for a public hearing to consider the conveyance of 131 South Main Street for redevelopment pursuant to NCGS 158-7.1 be removed as there will need to be further discussion in closed session. Mr. Blanton requested that a discussion of the Wastewater Decommissioning and Budget Amendment be added to the agenda as item number one under new business.

Mayor Moore entertained a motion to approve the agenda with the proposed changes.

CITY OF MOUNT HOLLY

CITY COUNCIL MEETING MINUTES

MONDAY, AUGUST 11, 2025

COUNCIL CHAMBERS

7:00 PM

Motion: Mayor Pro Tem Shoemaker made a motion to approve the agenda as presented. Councilman Reeves seconded the motion.

All Council members present and voting, voted in favor 6-0. (Motion Carried).

CONSENT AGENDA

1. Approval of Budget Amendments:
   - Parking Lot Paving (Traust0
   - South Gateway Road Phase 2 Bridge Design.
   - Main Street Repaving project
   - Sewer Line Replacement Hawthorne St./Central Ave
   - 500 E. Central Avenue Facade Replacement
2. Approval of Release of One Lien for Nuisance Abatement
   306 Cavin Avenue - Parcel ID# 123131
3. Call for a Public Hearing to Update Chapter 6: Table of Permitted and Special Uses, and to Chapter 7: Notes to the Table: Note 3 to the City's Zoning Ordinance to Update Regulations Regarding Home Occupations. Case # TA-25-7.
4. Reappointment of Gary Neely to the ABC Board
5. Approval to Award Contract to LCS Site Development, LLC
6. Approval to Award Contract to Fairwood Construction
7. Approval to Award Riverfront Pump Station Rehabilitation Contract to Harper Environmental Systems
8. Approval to Award the Riverfront Gravity Sewer Relocation Contract to NEP Contracting
9. ~~Approval of Interlocal Water Sales Agreement with the Town of Stanley~~
10. Approval of Parks & Recreation Volunteer and Coaching Screening Policy
11. Police Department X26 Taser Surplus
12. Approval of Minutes - City Council Meeting July 14, 2025.

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

Motion: Councilwoman Harris made a motion to approve the Consent Agenda as presented after the changes. Mayor Pro Tem Shoemaker seconded the motion.

All Council members present and voting, voted in favor 6 -0. (Motion Carried)

Mayor Pro Tem Shoemaker thanked Mr. Neely for his continued service on the ABC Board.

CITY OF MOUNT HOLLY

CITY COUNCIL MEETING MINUTES

MONDAY, AUGUST 11, 2025

COUNCIL CHAMBERS

7:00 PM

PRESENTATIONS

1. Community Relief Organization' Taste of the Town Event
   Dave Vanek with the Community Relief Organization

Mr. Vanek spoke regarding the Community Relief Organization and stated that they provide food and financial support to those in the community who are in crisis. Mr. Vanek stated that the needs of the community have increased so they will be having their Taste of the Town Fundraising Event to raise money for the organization. Mr. Vanek stated that the event will be held here in the Grand Hall on September 13, 2025.

PUBLIC HEARINGS

1. 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. ***Brandon Livingston***

Mr. Beal presented the information for the public hearing. Mr. Beal stated that staff received a rezoning application from the First Presbyterian Church to rezone PID 123804 and PID 123794 from RD, Residential Downtown to B-1, Central Business. Mr. Beal stated that this 0.67-acre area located along E. Catawba Avenue is directly adjacent to B-1 properties and would add to the economic vitality of the area. Mr. Beal stated that City staff are supportive of the request, as it meets goals set out in the City's Land Use Plan by continuing to facilitate downtown growth and development, and to encourage neighborhood investments that increase the viability of downtown. Mr. Beal stated that this rezoning would help to activate our downtown area by providing additional commercial properties to offer services to existing residents, while adding appeal for future visitors. Mr. Beal stated that the Planning Commission considered this request at their August 4, 2025 meeting and voted unanimously (9-0) to recommend approval.

Motion: Councilwoman Harris made a motion to come out of the regular meeting and go into the public hearing. Councilman Hough seconded the motion.

All Council members present and voting, voted in favor 6-0. (Motion Carried)

Mayor Moore stated that no one signed up to speak at this public hearing.

Motion: Councilman Reeves made a motion to come out of the public hearing and go back into the regular meeting. Councilman Meadows seconded the motion.

All Council members present and voting, voted in favor 6-0. (Motion Carried)

Motion: Councilman Meadows made motion to approve Rezoning Parcel #s 123804 & 123794 from RD, Residential Downtown to B-1, Central Business, as Submitted by First Presbyterian Church. Case #R-25-3. Councilwoman Harris seconded the motion.

All Council members present and voting, voted in favor 6-0. (Motion Carried)

2. Public Hearing to Consider an Update to Sections 159.059 & 153.082-C of the Subdivision & Land Development Ordinance to Make Regulations Regarding Street Lights Clearer. Case # TA-25-8.

Brandon Livingston

Planning Director, Greg Beal presented this item for consideration. Mr. Beal stated that the City has a technical review committee that is comprised of leadership from all of the departments that have been meeting monthly, which gives the opportunity to review and revise ordinances such as this one. Mr. Beal stated that this ordinance was originally adopted in 1999 and requires developers to bury the lines and install decorative lights. Mr. Beal stated that the City does not subsidize any development nor does the City pay for items on behalf of the community or the developer. Mr. Beal stated that this has been standard practice for the City for the last 30 years. Mr. Beal stated that the decorative lights are to be funded by the developer. Mr. Beal stated that the City will only pay the power bill once it is accepted for maintenance. Mr. Beal explained that there was a developer that tried to pass off some costs to the HOA. Mr. Beal stated that this ordinance would target that all lighting construction costs would need to be paid before the City will assume the lighting contract. Mr. Beal stated that the City would only pay for public lighting energy costs. Mr. Beal stated that once the new poles have been installed, any relocation or modification to the installation will be at the expense of the HOA or developer not at the expense of the City. Mr. Beal stated that adding these blue and red lines at the suggestion of the various departments will make this requirement clearer to any future developers. Mr. Beal stated that the Planning Commission heard this case at their August 4, 2025 meeting and voted unanimously (9-0) to recommend approval. Mr. Beal stated that City staff recommends approval and that he is happy to answer any questions.

Motion: Councilman Hough made a motion to come out of the regular meeting and go into the public hearing. Councilman Craig seconded the motion.

All Council members present and voting, voted in favor 6-0. (Motion Carried)

Mayor Moore stated that there is no one that signed up to speak at this public hearing.

Motion: Councilman Meadows made a motion to come out of the public hearing and go back into the regular meeting. Councilman Craig seconded the motion.

All Council members present and voting, voted in favor 6-0. (Motion Carried)

Motion: Councilman Hough made motion to approve an update to Sections 159.059 & 153.082-C of the Subdivision & Land Development Ordinance to Make Regulations Regarding Street Lights Clearer. Case # TA-25-8. Councilman Craig seconded the motion.

All Council members present and voting, voted in favor 6-0. (Motion Carried)

PUBLIC COMMENT- Three (3) Minute Limit

1. Mark Gee- 561 Deerfield Drive: Mr. Gee expressed concerns over speeding in the neighborhood and that there are no sidewalks at the beginning of the subdivision.
2. Robert Sanders- 288 Payne Street: Mr. Sanders requested that the garbage that is dumped on the property behind him be cleaned up. Mr. Sanders stated that Holly Hills dumps trash over their fence on to their property which backs up to his.
3. Corrine Kay- 818 S. Main Street: Arts on the Greenway President, Ms. Kay informed the Council that their fundraiser called the Buccaneer's Ball will be held on October 11, 2025. Ms. Kay stated that this will be a pirate theme ball with special entertainment and food. Ms. Kay mentioned that this will be a ticketed event for 120 guests.
4. Jerry Facchino-157 Oakland Street: Mr. Facchino stated that his wife does the planning for the Community Relief Organization , and the upcoming Taste of the Town event and he wanted to encourage everyone to come out.

OLD BUSINESS

1. ~~Discussion of proposed development agreement and sales contract and call for a public hearing to consider the conveyance of 131 South Main Street for redevelopment pursuant to NCGS 158-7.1. Marie Anders~~

NEW BUSINESS

1. Discussion of the Wastewater Decommissioning and Budget Amendment
   Jonathan Blanton

Mr. Blanton stated that the bid opening was today for the decommissioning of the wastewater treatment plant. Mr. Blanton stated that it was scheduled for a couple of weeks ago, but the City did not receive the three bids that we were legally required to receive so the City advertised and resumed that bid opening today. Mr. Blanton stated that we received one qualified bid in the amount of $9,913,000.00 for PC Construction. Mr. Blanton stated that before the Council tonight is that bid and that this is for the actual decommissioning of the wastewater treatment plant. Mr. Blanton stated that the City received a $15,000,000.00 direct allocation from the State of North Carolina for this project. Mr. Blanton stated that to date, the City has spent roughly $18,000,000.00 with running the new sewer lines to the City of Charolotte through a state revolving fund loan. Mr. Blanton stated that this project will start the process of the decommissioning of the wastewater treatment plant. Mr. Blanton stated that the City is looking forward to our decommissioning ceremony on September 16, 2025 that will officially turn over our wastewater to the City of Charlotte.

Motion: Mayor Pro Tem Shoemaker made a motion to award the bid to PC Construction and approve the budget amendment. Councilman Craig seconded the motion.

All Council members present and voting, voted in favor 6-0. (Motion Carried)

2. City Manager Report ***Jonathan Blanton***

Mr. Blanton stated that the paving project downtown has been completed and expressed gratitude to everyone for their patience. Mr. Blanton stated that the City is moving forward with the South Gateway Connector Road which will be Kemp A. Michael Way. Mr. Blanton stated that the City is taking on a lot of infrastructure projects. Mr. Blanton recognized Arts on the Greenway and stated that Council approved some renovations for the facility. Mr. Blanton stated that the construction for the new museum continues to be on schedule for the September 30, 2025 deadline. Mr. Blanton stated that he and Mayor Moore attended the County Commissioners' meeting regarding the Holly Springs project. Mr. Blanton stated that the City is working with the attorneys for that project. Mr. Blanton stated that the Wetland Project continues to come to life on Central Avenue. Mr. Blanton stated that this project is to prevent flooding in the area. Mr. Blanton stated that the City will be holding a Legislative Day at the Holland

Restaurant on August 20, 2025. Mr. Blanton stated that Montcross will be having their annual member event on August 21, 2025 at Muddy River. Mr. Blanton stated that we are tentatively planning our ribbon cutting for Ransom Hunter Park on September 13, 2025.

Mayor Moore thanked Mr. Blanton and asked if the Council had any comments.

Councilman Meadows requested formally that a speed study be conducted in the Deerfield Subdivision. Councilman Reeves agreed.

Councilman Meadows requested that there be a study done on the downtown lighting to improve uniformity.

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 Reeves made a motion to go out of the regular meeting and into closed session at 7:34 PM. Councilman Meadows seconded the motion.

All Council members present and voting, voted in favor 6-0. (Motion Carried)

Motion: Councilman Hough made a motion to go out of closed session and back into the regular meeting at 9:01. Councilman Craig seconded the motion.

All Council members present and voting, voted in favor 6-0. (Motion Carried)

Motion #1: Councilman Hough made a motion to approve Resolution 08112025A calling for a public hearing for 131 S. Main street to be held at the August 25, 2025 work session meeting. Councilman Meadows seconded the motion.

All Council members present and voting, voted in favor 6-0. (Motion Carried)

Motion #2: Councilman Hough made a motion to increase City Manager Jonathan Blanton's salary to $230,000.00 per year retroactive to July 1, 2025. Councilwoman Harris seconded the motion.

All Council members present and voting, voted in favor 6-0. (Motion Carried)

ADJOURN

Motion: Mayor Pro Tem Shoemaker made a motion to adjourn the August 11 , 2025 City Council Meeting at 9:02 PM. Councilman Craig seconded the motion.

All Council members present and voting, voted in favor 6-0. (Motion Carried)

The meeting adjourned at 9:02 PM

Regular Meeting
Agenda Action Form

Meeting Date	From
August 25, 2025	Tara Douglas, City Clerk City Clerk

CONSENT AGENDA Item # 10

Approval of Minutes - Closed Session - August 11, 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	From
August 25, 2025	Greg Beal, Planning Director Planning

PRESENTATIONS Item # 1

Update and Discussion of potential changes to the Mobile, Coexisting and Temporary Use (Food Truck) Ordinance

Will this require a public hearing?

No

Background/Purpose of Request

At the 2025 Annual City Council Retreat, staff presented a background and history of our current Coexisting, Mobile and Temporary Use Ordinance, first adopted in 2003. After the presentation, there was a consensus among Council that staff would explore lessening permitting requirements for mobile and temporary uses, operating on private property as a coexisting use. Currently, all mobile and temporary businesses operating on private property as a coexisting use with an established business must obtain a special use permit from the City of Mount Holly Board of Adjustment, based on a quasi-judicial evidentiary hearing, which has a fee of $326 and can take weeks to process from application submission to the required hearing. The proposed text change would seek to only require a zoning compliance and business registration permit issued administratively by the City, upon submission of an application, review, approval and payment of a fee. The current permit requirements are a one-time permit, and staff would recommend keeping that the same. However, if a person proposes five or more mobile or temporary uses on a commercially-zoned property, operating as a coexisting use, staff recommends requiring a special use permit, due to the intensity of the use. The Board of Adjustment would hear neighborhood concerns and could impose reasonable conditions on the special use permit, such as hours of operation.

Next, the Council had consensus that they wanted to have food trucks properly inspected by the Gaston County Health Department. Gaston County Health Department currently requires mobile food units (food trucks or pushcarts) to register and be permitted. The current ordinances states that coexisting, mobile or temporary uses shall not: *Violate any federal, state, county or city law or regulation that pertains to food, beverages or the selling thereof or that pertains to the operation of the vendor's business in the City of Mount Holly's zoning Jurisdiction.* Staff believes that this is an all-encompassing requirement, but would add language to require display of the permit from Gaston County Health Department under Section (D)(c) in the ordinance.

Council also had questions about requiring a permit for mobile or temporary uses utilizing public parking spaces downtown. The current ordinance does not require a permit from a mobile vendor utilizing a public parking space in downtown. One would argue that the regulations under the City

Code Parking Ordinance would still apply, but these are limited to obstructing traffic and prohibition on storage of vehicles. The proposed text would allow for mobile uses to be allowed to park on a first-come, first-serve basis through the issuance of a one-time zoning compliance and business registration permit for public parallel parking spaces along E. Central Avenue, W. Central Avenue, N. Main Street and S. Main Street in the B-1 Central Business District. Temporary uses, such as stands or tents, should not be allowed in public parking spaces, outside City-sponosred events, for safety purposes. If Council wishes to allow the reservation or blocking off of parallel parking spaces for mobile uses, it is suggested that a 2-hour window be allowed. This was suggested at the Council Retreat with the actual time being after 4:00 pm, but with certain breakfast-oriented food trucks, this would present an issue. Also, the enforceability of a 2-hour window would be very difficult, but at least it would give guidelines so that a vendor would not block parking spaces off. To summarize, the options are 1) <u>to allow mobile uses, such as food trucks or carts, to park in parallel public parking spaces in downtown Mount Holly on a first-come, first-serve basis without blocking off spaces</u>; or 2) <u>to allow mobile uses, such as food trucks or carts, to park in parallel public parking spaces in downtown Mount Holly with the allowance of blocking up to two parallel parking spaces, to account for truck and trailer, no more than two-hours before the scheduled start of business each day.</u>. Again, mobile uses, utilizing public parallel parking spaces, would be required to apply for a one-time zoning compliance and business registration permit. This one-time permit application would have contact information of the business sponsoring said mobile use, such as a food truck, if applicable, which would address Council's last suggestion <u>that if a business owner is sponsoring a food truck, the City should have his/her contact information, in case a situation arises</u>.

<u>**The following bullet points as factual background information and where things stand, concerning mobile or temporary uses, such as food trucks, with the current ordinance, outside any proposed changes that are noted above.**</u>

- The Coexisting, Mobile and Temporary use ordinance was adopted by City Council as Note 25 in the Zoning Ordinance in 2003. This was in response to several food trucks and mobile uses operating in the City without Health Department approvals and/or property owner approvals (vendors were simply setting up in parking lots and on private commercial property). It defined the following as: ***MOBILE USE.*** Any vehicle, trailer, pushcart or pedal-powered cart, which can by moved with the assistance of a motor or by pushing or pedaling; ***COEXISTING USE.*** A mobile or temporary business operation that exists together, in the same place, on the same commercially zoned property, as an existing business operation; ***TEMPORARY USE.*** A non-permanent building, tent or stand that can be erected and taken down with relative ease. The Board of Adjustment may require that any such ***TEMPORARY USE*** be constructed with consideration given to size, quality and design.
- A vendor does not have to sell food to qualify as a mobile, coexisting or temporary use.
- All persons seeking to operate a coexisting, mobile or temporary use, within the city limits of Mount Holly must apply for a Special Use Permit and pay the $326 fee.
- The Special Use Permit application, to be heard by the BOA, requires that the applicant submit a site plan, with parking, ingress/egress, location of use, location of any buildings, and the nature of the requested use.
- Currently, the applicant is required to appear before the Board of Adjustment for approval or denial of a special use permit for the coexisting use through an evidentiary hearing; the Board is obligated to approve the coexisting, mobile or temporary use, if the applicant meets the minimum standards of the ordinance. The Board of Adjustment can place reasonable conditions on the Special Use Permit.
- Mount Holly City Council took no action on a proposed ordinance in 2018 to regulate food trucks/mobile vendors in the public right-of-way, including public on-street parking in downtown, as presented by Planning staff at the direction of then-City Manager Danny

Jackson. Please consider that this was before JackBeagles, Traust Brewing [previously City Café, 128 South Main], One19 North Main-Thai, Sushi & More and The Holland were opened in downtown Mount Holly. Council's feedback was that there was a lack of options in downtown for dining, and food trucks were helping to fill a void. Furthermore, it was relayed by that City Council that more restrictions could mean that the downtown food trucks would simply move along to other locations outside of Mount Holly.

- Currently, no vendor would need any permit from the City of Mount Holly to operate within a public right-of-way or an on-street parking space, in downtown or throughout the City, under the current ordinance, and the mobile use would be considered lawful, so long as the public right-of-way (i.e. street or sidewalk) was not being impeded.
- In 2021, the ordinance was amended to allow Detached Kitchen Containers in the B-1 CBD (Downtown), as requested by Jonathan Todd. Those kitchen containers have specific recommendations as well.
- In over 20 years since the Coexisting, Mobile and Temporary Use Ordinance was adopted, staff can only recall five food truck operations being applied for and approved. This includes P.C.'s BBQ, a Mexican Food Truck (La Princessa) in the South Gateway, a food truck on the Taco Bell property (prior to), which never came to fruition, the Manor on Main's request for up to 20 food trucks and The Summit's more recent approvals.

Fiscal Impact

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

Manager/Staff Recommendation

This is a discussion item based on the proposed red lines in the attached ordinance. With differing opinions that may exist on this matter, staff is seeking feedback and approval of the proposed red-line changes before scheduling the required public hearings, in which City Council can consider formally adopting into the Zoning Ordinance. Staff supports the proposed changes.

Attachments

1. Note 25 Coexisting, Mobile and Temporary Uses_Proposed (8-25-25)

Note 25, Coexisting, Mobile and Temporary Uses.

(A) *Intent.* To provide greater flexibility in the review and regulation of coexisting uses that seek to operate in the Zoning Jurisdiction of the City of Mount Holly. Each person seeking ~~special use permit~~ to operate a coexisting use, defined as a mobile or temporary business operation that exists together, in the same place, on the same commercially zoned property, as an existing business operation, shall be subject to the rules and procedures outlined in § 15.2, Zoning Permits, of the Zoning Ordinance, which requires the approval of a one-time zoning compliance and business registration permit .

Each person seeking to operate five (5) or more mobile or temporary businesses as a coexisting use, as defined above, shall follow the rules and procedures outlined in § 12.6, Special Use Permits, of the Zoning Ordinance, in addition to the requirements found herein.

Each person seeking to operate a mobile use, within a public parallel parking space in the B-1 Central Business District, located along South Main Street, North Main Street, West Central Avenue and East Central Avenue, shall be subject to the rules and procedures outlined in § 15.2, Zoning Permits, of the Zoning Ordinance, which requires the approval of a one-time zoning compliance and business registration permit. The public parallel parking space shall be on a first-come, first-serve basis **OR** The mobile vendor may reserve up to two public parallel parking spaces in the B-1 Central Business District no more than two-hours ahead of the respective mobile vendor's scheduled start of business each day.

Outside of City-sponsored events, no temporary uses, defined herein, shall be allowed within any public parallel parking space within the B-1 Central Business District.

Mobile and temporary uses for City-sponsored events, and/or one-time special events located on private property, shall not be subject to the requirements of this ordinance.

(B) *Requirements.* Each person wishing to seek a special use permit for a coexisting use shall be subject to the following requirements.

(1) The applicant shall provide the City of Mount Holly Planning and Zoning Department with the following information:

(a) The shape and dimensions of the lot on which the proposed coexisting use, whether it shall be mobile or temporary, is to be erected or conducted;

(b) The location of the said lot with respect to adjacent rights-of-way;

(c) The shape, dimensions and location of all buildings, existing and proposed, on the said lot;

(d) The nature of the proposed use of the building or land, including the extent and location of the use, on the said lot; this shall include the nature of the merchandise or food that is to be sold;

(e) The location and dimensions of off-street parking and the means of ingress and egress to such space; each coexisting use is to have five parking spaces dedicated solely to its own customers. It is important to note that the coexisting use may not take away from any required parking of the existing business operation. Coexisting uses in the B-1 District do not have to provide off-street parking;

(f) The height, dimensions and location of all signage, existing and proposed, on said lot;

(g) Any other information which the Zoning Enforcement Officer may deem necessary for consideration in enforcing the provisions of this ordinance.

(2) If the proposal involves operating five (5) or more mobile or temporary uses on a commercial property as a coexisting use, it is important to note that the applicant must provide the required information to the City of Mount Holly Planning and Zoning Department no later than 20 days before the next scheduled Board of Adjustment meeting.

(3) For proposals involving the operation of five (5) or more mobile or temporary uses on a commercial property as a coexisting use, the applicant is required to appear before the Board of Adjustment for approval or denial of a special use permit for the coexisting use, with the owner of the property, on which the proposed coexisting use is to be located. If the property owner is for some reason unable to attend the Board of Adjustment meeting, he or she may submit a written letter, stating his or her consent for the coexisting use, to the applicant, which shall be made available to the Board.

(C) *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.

APPLICANT. One who applies for a special use permit for a coexisting use.

COEXISTING USE. A mobile or temporary business operation that exists together, in the same place, on the same commercially zoned property, as an existing business operation.

FOOD. Solid food and non-alcoholic beverages and only includes foods sold by the piece or by an individual serving. Any such ***FOOD*** must strictly comply with any regulations as interpreted and administered by the County Department of Environmental Health or any other food code enforcement agency.

KITCHEN CONTAINER, DETACHED. Use of a detached container may be located in the B-1 Zoning District to be used as a commercial kitchen to specifically to produce food for the patrons of the principal business on the property. The commercial kitchen must be registered as a restaurant and a separate business from the principal building use.

(a) The structure may utilize other pre-fab structures that comply with State Building Code and Gaston County Health Department as a permanent commercial structure.

(b) Section 3.11 Accessory Buildings and Structures must be complied with in locating the kitchen container.

(c) Exterior materials for the accessory structure may be metal, but must be painted with at least two coats of commercial sealer to protect the exterior. Once sealed, a finished decorative coat must be applied.

(d) The use must utilize an outdoor patio area that adjacent to and for shared use between the two businesses located on the same property. The minimum size of a kitchen container would be 160 square feet and the minimum size of a shared outdoor patio area must be at least 200 square feet.

(e) Must connect to public utilities permitted through the city and county to avoid generators or other intrusive elements for the operation of the kitchen.

(f) Must have a roofing system installed to provide protection from weather that meets all building code requirements. Roofing system shall be constructed of treated lumber or steel framing with metal, shingle or rubber membrane sheeting. If metal, then must follow division (c) of this definition above.

(g) Must be equipped with air conditioning and full commercial kitchen vent hood that is adequately sized for fire suppression.

(h) At no time can the structure be used for general storage that prevents the operation of the commercial kitchen.

MERCHANDISE. Items or entertainment as authorized by the Board of Adjustment.

MOBILE USE. Any vehicle, trailer, pushcart or pedal-powered cart, which can by moved with the assistance of a motor or by pushing or pedaling.

PERSON. Any individual, firm, partnership, association or corporation. Whenever the word ***PERSON*** is used in any section in this chapter prescribing a penalty or fine as applied to a partnership or association, the word shall include the partners or members thereof; such word as applied to corporations shall include the officers, agents or employees thereof who are responsible for any violation of such section.

TEMPORARY USE. A non-permanent building, tent or stand that can be erected and taken down with relative ease. The Board of Adjustment may require that any such ***TEMPORARY USE*** be constructed with consideration given to size, quality and design.

VENDOR. A person receiving a special use permit for a coexisting use as prescribed under this chapter.

(D) *Prohibited conduct.*

(1) The following shall constitute unlawful conduct under this chapter. It shall be unlawful to:

(a) Violate any federal, state, county or city law or regulation that pertains to food, beverages or the selling thereof or that pertains to the operation of the vendor's business in the City of Mount Holly's zoning Jurisdiction;

(b) Fail to permit any lawfully requested inspection by health officials or fail to comply with any lawful request of a police officer or any other city enforcement official;

(c) Fail to carry and display at all times the permit issued under this article or any required Gaston County Health Department permit, if applicable;

(d) Have a coexisting use that is not in compliance with the review regulations or any additional special restrictions or conditions stated in the special use permit, if applicable;

(e) Vend in any area other than that space designated by the permit;

(f) Leave any stand overnight on any street or sidewalk, park other than in a lawful parking place or in violation of any section of this code or other city ordinance pertaining to parking, or fail to remove any stand during unmanned hours, if required by the permit. Does not apply to detached kitchen containers in the B-1 District;

(g) Leave any location without first picking up, removing and disposing of all trash or refuse remaining from sales made by the vendor;

(h) Sell food or beverages for immediate consumption, unless the vendor has available for public use, the vendor's litter receptacle or a public litter receptacle that is no more than ten feet distant from the person's stand. Does not apply to detached kitchen containers in the B-1 District;

(i) Allow any item relating to the operation of the vending business to be placed anywhere other than in, on or under the mobile or temporary use;

(j) Offer to sell any goods other than those permitted by the permit;

(k) Sound or permit the sounding of any device which produces a loud and raucous noise or engage in any hawking or harassment for the purpose of attracting the attention of the public to the stand for commercial purposes;

(l) Have any advertising, except the posting of prices, the name of the product and the name of the vendor, if desired; and/or

(m) Fail to actually operate the coexisting use, for whatever reason, during a period of 30 consecutive days. Such failure shall constitute an abandonment of the site and shall result in revocation of the permit.

(2) Any permitted vendor or person, who fails to operate his or her coexisting use under the provisions of this ordinance, shall be subject to action prescribed under § 15.5 of the Zoning Ordinance.

(3) If a special use permit is approved, then it may be operated in perpetuity if the guidelines of this ordinance, other city codes and applicable agency regulations are not violated.

Regular Meeting
Agenda Action Form

Meeting Date	From
August 25, 2025	Brian DuPont, Assistant City Manager City Management

PUBLIC HEARING Item # 1

Public Hearing to consider the conveyance of 131 South Main Street for redevelopment pursuant to NC GS 158-7.1

Will this require a public hearing?

Yes

Background/Purpose of Request

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

1. 131 S. Main St. memo and resolution conveyance and supporting docs
2. CONFIRMATION 8-15-2025 PH- ECONOMIC DEVELOPMENT CONVEYANCE TO SELL 131 S MAIN STREET

MEMORANDUM

TO: Mayor and City Council, City of Mount Holly

FROM: Marie M. Anders, City Attorney

RE: 131 S. Main St. conveyance public hearing

DATE: August 22, 2025

At the August 11, 2025, regular meeting, Council called a public hearing for the August 25, 2025, Council meeting on the question of conveying the property owned by the City located at 131 S. Main St. to RTR Property Management, LLC through private negotiations as economic development property under NCGS 158-7.1.

After the public hearing, if Council chooses to go forward with approving this conveyance, Council may adopt the proposed resolution that follows. Council may approve the proposed purchase and sale agreement, development agreement, and special warranty deed with restrictive covenants.

The development agreement contains an "Optional Alternative Section A". Mr. Rick has requested that in the event that he is required to upsize the water and/or sewer lines serving the building, that the City waive any water tap fee, sewer tap fee, and system development fee. If Council chooses to approve this optional language, then the motion to approve the development agreement would need to reference approval of Optional Alternative Section A.

A RESOLUTION TO APPROVE THE CONVEYANCE OF 131 S. MAIN ST., MOUNT HOLLY, NC, IN ACCORDANCE WITH THE PROVISIONS OF NCGS 158-7.1

WHEREAS, the City Council of the City of Mount Holly ("Council") owns 131 S. Main St., Mount Holly, NC, (hereinafter the "Property") and adopted a resolution to hold the Property for disposition as economic development property under NCGS 158-7.1 on April 28, 2025; and,

WHEREAS, the City issued a Redevelopment Request for Proposals dated April 29, 2025, ("RFP") to develop the property for commercial mixed-use; and,

WHEREAS, the Council selected RTR Property Management, LLC ("RTR") as the redeveloper based upon RTR's response to the RFP and proposal dated May 29, 2025; and,

WHEREAS, the Council held a public hearing on the question of approval of the conveyance of the Property to RTR pursuant to NCGS 158-7.1 on August 25, 2025, after 10 days' prior notice published in the Gaston Gazette on August 15, 2025; and,

WHEREAS, RTR proposes to acquire the Property to construct an approximately 1,200 square feet restaurant shell for occupancy by an anchor tenant on the main or ground legal and an approximately 5,868 square feet of individual office spaces for occupancy by tenants in the basement level, main level, and a common area/lobby at the entrance of the main level from South Main Street to provide access to both the main level and the basement level; and,

WHEREAS, the probable average hourly wage to be paid to workers by the business to be located at the Property is $25.09; and,

WHEREAS, the fair market value of the Property is believed to be $525,000 subject to the covenants, conditions, and restrictions to be imposed upon the Property by the Council; and the consideration to be paid by RTR to purchase the Property is $600,000, which is not less than the fair market value of the Property subject to the covenants, conditions, and restrictions to be imposed upon the Property by the Council.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Mount Holly hereby accepts the proposal of RTR to purchase the Property for economic redevelopment under NCGS 158-7.1 pursuant to the terms and conditions in both the "Agreement for Purchase and Sale of Real Property" and the "Development Agreement" presented to Council at the August 25, 2025, regular Council meeting; hereby authorizes and directs the City Manager to sign the aforesaid "Agreement for Purchase and Sale of Real Property" and the "Development Agreement"; and further hereby authorizes and directs the Mayor of the City of Mount Holly to sign a deed to RTR in substantially the same form attached as an exhibit to the "Development Agreement" for the Property upon receipt of the purchase price.

This the 25th day of August, 2025.

CITY OF MOUNT HOLLY

By: ________________________________

David Moore, Mayor

Attest:

____

Tara Douglas, City Clerk

NC REALTORS® Commercial Forms

AGREEMENT FOR PURCHASE AND SALE OF IMPROVED REAL PROPERTY

THIS AGREEMENT, including any and all addenda attached hereto ("Agreement"), is by and between **RTR PROPERTY MANAGEMENT LLC**,
a(n) **NC LLC** ("Buyer"), and
(individual *or* State of formation and type of entity)
The City of Mount Holly, NC,
a(n) **NC Municipal Corporation** ("Seller").
(individual *or* State of formation and type of entity)

(NOTE: If the Buyer or Seller is an entity, in order to form a binding agreement and complete a transaction, the entities listed as Buyer or Seller in this Agreement should be validly formed and in good standing with the Secretary of State in the State of formation of the entity.)

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Terms and Definitions: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) **"Property":** (Address) **131 South Main Street Mount Holly, NC 28120**

Plat Reference: Lot(s) ________, Block or Section ________, as shown on Plat Book or Slide ________ at Page(s) ________, ________ County, consisting of ________ acres.

☐ If this box is checked, "Property" shall mean that property described on **Exhibit A** attached hereto and incorporated herewith by reference,

(For information purposes: (i) the tax parcel number of the Property is: **PID #123809**; and, (ii) some or all of the Property, consisting of approximately **.24** acres, is described in Deed Book **0958**, Page No. **0614**, **Gaston** County.)

together with all buildings and improvements thereon and all fixtures and appurtenances thereto and all personal property, if any, itemized on **Exhibit A.**

$ **600,000.00** (b) **"Purchase Price"** shall mean the sum of **Six Hundred Thousand** Dollars,

payable on the following terms:

$ **30,000.00** (i) **"Earnest Money"** shall mean **Thirty Thousand** Dollars or terms as follows: ________

The Earnest Money shall be deposited in escrow with **City Clerk Mount Holly, NC** (name of person/entity with whom deposited- "Escrow Agent") within five (5) calendar days of the Contract Date, to be applied as part payment of the Purchase Price of the Property at Closing, or disbursed as agreed upon under the provisions of Section 10 herein. Should Buyer fail to deliver the Earnest Money by the date required hereunder, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice of such dishonor to deliver cash, official bank check, wire transfer or electronic transfer to the Escrow Agent. If Buyer fails to deliver the required funds within one (1) banking day after written notice, then Seller may terminate this Agreement by written notice to Buyer at any time thereafter, provided Seller has not then received acknowledgement by Escrow Agent of its receipt of funds from Buyer. If the Escrow Agent has not delivered to the Seller the acknowledgement of Earnest Money on the last page of this Agreement by the calendar day following the date the Earnest Money is required to be delivered hereunder, it shall be presumed that the Earnest Money was not delivered by the required time (unless, upon the written request of Seller, Escrow Agent can provide proof of its receipt of the Earnest Money by the required time). Buyer and Seller consent to the disclosure by the Escrow Agent, to the parties to this Agreement, the Broker(s) and any Buyer lender, of any material facts pertaining to the Earnest Money.

☐ **ANY EARNEST MONEY DEPOSITED BY BUYER IN A TRUST ACCOUNT MAY BE PLACED IN AN INTEREST BEARING TRUST ACCOUNT, AND:** ***(check only ONE box)***

☐ **ANY INTEREST EARNED THEREON SHALL BE APPLIED AS PART PAYMENT OF THE PURCHASE PRICE OF THE PROPERTY AT CLOSING, OR DISBURSED AS AGREED UPON UNDER THE PROVISIONS OF SECTION 10 HEREIN. (Buyer's Taxpayer Identification Number is: ____________________________)**

☐ **ANY INTEREST EARNED THEREON SHALL BELONG TO THE ACCOUNT HOLDER IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.**

$ ____________________ (ii) **Delivery of a promissory note** secured by a deed of trust, said promissory note in the amount of ____ Dollars being payable over a term of ______ years, with an amortization period of ______ years, payable in monthly installments of principal, together with accrued interest on the outstanding principal balance at the rate of ______________________________ percent (________%) per annum in the amount of $ __________________ , with the first principal payment beginning on the first day of the month next succeeding the date of Closing, or such other terms as may be set forth on **Exhibit B.** At any time, the promissory note may be prepaid in whole or in part without penalty and without further interest on the amounts prepaid from the date of such prepayment. **(NOTE: In the event of Buyer's subsequent default upon a promissory note and deed of trust given hereunder, Seller's remedies may be limited to foreclosure of the Property. If the deed of trust given hereunder is subordinated to senior financing, the material terms of such financing must be set forth on Exhibit B. If such senior financing is subsequently foreclosed, the Seller may have no remedy to recover under the note.)**

$ **570,000.00** (iii) **Cash, balance of Purchase Price,** at Closing in the amount of **Five Hundred Seventy Thousand** Dollars.

Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of any loan Buyer intends to obtain in connection with the transaction contemplated by this Agreement. **(Note: Buyer's obligations under this Agreement are not conditioned upon obtaining or closing any loan. Therefore, Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Examination Period allows sufficient time for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.)**

(c) **"Closing"** shall mean the date of completion of the process detailed in Section 11 of this Agreement. Closing shall occur on or before ____________________________ or **on or before October 30, 2025** ____________________________.

(d) **"Contract Date"** means the date this Agreement has been fully executed by both Buyer and Seller.

(e) **"Examination Period"** shall mean the period beginning on the first day after the Contract Date and extending through 5:00pm (based upon time at the locale of the Property) on

August 28, 2025 .

TIME IS OF THE ESSENCE AS TO THE EXAMINATION PERIOD.

(f) **"Broker(s)"** shall mean:

MECA Commercial Real Estate ("Listing Agency"),

Samuel Kline ("Listing Agent" - License # **286840**)

Acting as: ☒ Seller's Agent; ☐ Dual Agent

and **N/A** ("Selling Agency"),

N/A ("Selling Agent" - License # **N/A**)

Acting as: ☐ Buyer's Agent; ☐ Seller's (Sub) Agent; ☐ Dual Agent

(g) **"Seller's Notice Address"** shall be as follows:

PO Box 406

Mount Holly, NC 28120-0406

e-mail address: **jonathan.blanton@mtholly.us** fax number: ______

except as same may be changed pursuant to Section 12.

(h) **"Buyer's Notice Address"** shall be as follows:

125 S Main Street

Mount Holly, NC 28120

e-mail address: **billy.rick@rtrrenovations.com** fax number: ______

except as same may be changed pursuant to Section 12.

☒ (i) If this block is marked, additional terms of this Agreement are set forth on Exhibit B attached hereto and incorporated herein by reference. **(Note: Under North Carolina law, real estate agents are not permitted to draft conditions or contingencies to this Agreement.)**

☐ (j) If this block is marked, additional terms of this Agreement are set forth on the Additional Provisions Addendum (Form 581-T) attached hereto and incorporated herein by reference.

☐ (k) If this block is marked, additional terms of this Agreement are set forth on the Back Up Agreement Addendum (Form 581A-T) attached hereto and incorporated herein by reference.

Section 2. Sale of Property and Payment of Purchase Price: Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price.

Section 3. Proration of Expenses and Payment of Costs: Seller and Buyer agree that all property taxes (on a calendar year basis), leases, rents, mortgage payments and utilities or any other assumed liabilities as detailed on attached **Exhibit B, and/or Exhibit C, as applicable,** if any, shall be prorated as of the date of Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Agreement, excise tax (revenue stamps), any deferred or rollback taxes, and other conveyance fees or taxes required by law, any fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration; any fees imposed by an owners' association and/or a management company as agent of the owners' association in connection with the transaction contemplated by this Agreement other than those fees required to be paid by Buyer in this Section 3 below, and the following:

____.

Buyer shall pay recording costs, costs of any title search, title insurance, survey, the cost of any inspections or investigations undertaken by Buyer under this Agreement, charges required by an owners' association declaration to be paid by Buyer for Buyer's future use and enjoyment of the Property, including, without limitation, working capital contributions, membership fees, or charges for Buyer's use of the common elements and/or services provided to Buyer, any costs or charges for determining restrictive covenant

compliance, and the following:
____
____.
Each party shall pay its own attorney's fees.

Section 4. Deliveries: Seller agrees to use best efforts to deliver to Buyer, as soon as reasonably possible after the Contract Date, copies of all material information relevant to the Property in the possession of Seller, including but not limited to: title insurance policies (and copies of any documents referenced therein), surveys, soil test reports, environmental surveys or reports, site plans, civil drawings, building plans, maintenance records and copies of all presently effective warranties or service contracts related to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys. If Buyer does not consummate the Closing for any reason other than Seller default, then Buyer shall return to Seller all hard copy materials delivered by Seller to Buyer pursuant to this Section 4 (or Section 7, if applicable), if any, and shall, upon Seller's request, following release of the Earnest Money, provide to Seller copies of (subject to the ownership and copyright interests of the preparer thereof) any and all studies, reports, surveys and other information relating directly to the Property prepared by or at the request of Buyer, its employees and agents, without any warranty or representation by Buyer as to the contents, accuracy or correctness thereof. Notwithstanding the above provisions regarding delivery and return of information and documentation, should there exist a separate non-disclosure, confidentiality, or similar agreement between Buyer and Seller, the terms of which conflict with this provision insofar as delivery and return of information and documentation, then the terms of such non-disclosure, confidentiality, or similar agreement shall control as to the delivery and return of information and documentation.

Section 5. Evidence of Title: Seller agrees to convey fee simple insurable title to the Property without exception for mechanics' liens, free and clear of all liens, encumbrances and defects of title other than: (a) zoning ordinances affecting the Property, (b) Leases (as defined in Section 7, if applicable) and (c) specific instruments on the public record at the Contract Date agreed to by Buyer (not objected to by Buyer prior to the end of the Examination Period), which specific instruments shall be enumerated in the deed referenced in Section 11 (items 5(a), 5(b) and 5(c) being collectively “Permitted Exceptions”); provided that Seller shall be required to satisfy, at or prior to Closing, any encumbrances that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages or statutory liens. Seller shall not enter into or record any instrument that affects the Property (or any personal property listed on **Exhibit A**) after the Contract Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 6. Conditions: This Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon fulfillment (or waiver by Buyer, whether explicit or implied) of the following conditions:

(a) **Title Examination:** After the Contract Date, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property before the end of the Examination Period. In the event that such title examination shall show that Seller's title is not fee simple insurable, subject only to Permitted Exceptions, then Buyer shall promptly notify Seller in writing of all such title defects and exceptions, in no case later than the end of the Examination Period, and Seller shall have thirty (30) days to cure said noticed defects. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, then Buyer may terminate this Agreement and receive a return of Earnest Money (notwithstanding that the Examination Period may have expired). If Buyer is to purchase title insurance, the insuring company must be licensed to do business in the state in which the Property is located. Title to the Property must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions.

(b) **Same Condition:** If the Property is not in substantially the same condition at Closing as of the date of the offer, reasonable wear and tear excepted, then the Buyer may (i) terminate this Agreement and receive a return of the Earnest Money or (ii) proceed to Closing whereupon Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property.

(c) **Inspections:** Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, conducting timber cruises, and surveying the Property; provided, however, that Buyer shall not conduct any invasive testing of any nature without the prior express written approval of Seller as to each specific invasive test intended to be conducted by Buyer. Buyer shall conduct all such on-site inspections, examinations, testing, timber cruises and surveying of the Property in a good and workmanlike manner, at Buyer's expense, shall repair any damage to the Property caused by Buyer's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Seller's or any tenant's use and enjoyment of the Property. In that respect, Buyer shall make reasonable efforts to undertake on-site inspections outside of the hours Seller's or any tenant's business is open to the public. Buyer shall provide Seller or any tenant (as applicable) reasonable advance notice of and Buyer shall cause its agents or representatives and third party service providers (e.g. inspectors, surveyors, etc.) to give reasonable advance notice of any entry onto the Property. Buyer shall be obligated to observe and comply with any terms of any tenant lease which conditions access to such tenant's space at the Property. Upon Seller's request, Buyer shall provide to Seller evidence of general liability insurance. Buyer shall also have a right to review and inspect all contracts or other agreements affecting or related directly to the Property and shall be entitled to review such books and records of Seller that relate directly to the operation and maintenance of the Property, provided, however, that Buyer shall not disclose any information regarding this Property (or any tenant therein) unless required by law, and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Buyer shall obtain their agreement to maintain such confidentiality. Buyer assumes all responsibility for the acts of itself and its agents or representatives in exercising its rights under this Section 6(c) and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Buyer shall survive the Closing or earlier termination of this Agreement. Except as provided in Section 6(b) above, Buyer shall have from the Contract Date through the end of the Examination Period to perform the above inspections, examinations and testing. **IF BUYER CHOOSES NOT TO PURCHASE THE PROPERTY, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO SELLER THEREOF PRIOR TO THE EXPIRATION OF THE EXAMINATION PERIOD, THEN THIS AGREEMENT SHALL TERMINATE, AND BUYER SHALL RECEIVE A RETURN OF THE EARNEST MONEY.**

Section 7. Leases (Check one of the following, as applicable):

☒ If this box is checked, Seller affirmatively represents and warrants that there are no Leases (as hereinafter defined) affecting the Property.

☐ If this box is checked, Seller discloses that there are one or more leases affecting the Property ("Leases") and the following provisions are hereby made a part of this Agreement.

(a) A list of all Leases shall be set forth on **Exhibit C**. Seller represents and warrants that, as of the Contract Date, there are no other Leases, oral or written, recorded or not, nor any subleases affecting the Property, except as set forth on **Exhibit C**. Unless written consent is given by Buyer, Seller will not enter in to any Lease affecting the Property nor terminate any Lease in Exhibit C during the effectiveness of this Agreement. Buyer agrees to take no action which would affect any lease in Exhibit C prior to Closing;

(b) Seller shall deliver copies of any Leases to Buyer pursuant to Section 4 as if the Leases were listed therein;

(c) Seller represents and warrants that as of the Contract Date, there are no current defaults (or any existing situation which, with the passage of time, or the giving of notice, or both, or at the election of either landlord or tenant could constitute a default) either by Seller, as landlord, or by any tenant under any Lease ("Lease Default"). In the event there is any Lease Default as of the Contract Date, Seller agrees to provide Buyer with a detailed description of the situation in accordance with Section 4. Seller agrees not to commit a Lease Default as Landlord after the Contract Date; and agrees further to notify Buyer immediately in the event a Lease Default arises or is claimed, asserted or threatened to be asserted by either Seller or a tenant under the Lease.

(d) In addition to the conditions provided in Section 6 of this Agreement, this Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon the assignment of Seller's interest in any Lease to Buyer in form and content acceptable to Buyer (with tenant's written consent and acknowledgement, if required under the Lease). Seller agrees to deliver an assignment of any Lease at or before Closing, with any security deposits held by Seller under any Leases to be transferred or credited to Buyer at or before Closing. The assignment shall provide: (i) that Seller shall defend, indemnify and hold Buyer harmless from claims, losses, damages and liabilities (including, without limitation, court costs and attorneys' fees) asserted against or incurred by Buyer which are caused by or the result of any default by Seller under any Lease prior to the date of Closing, and (ii) that Buyer shall defend, indemnify and hold Seller harmless from claims, losses, damages and liabilities (including, without limitation, court costs and attorneys' fees) asserted against or incurred by Seller which are caused by or the result of any default by Buyer under any Lease after the date of Closing.

(e) Seller also agrees to work diligently to obtain any tenant signatures on any estoppel certificates in such form as Buyer may reasonably request and to work diligently to obtain any subordination, nondisturbance and attornment agreements in such form as Buyer may reasonably request.

Section 8. Environmental: Seller represents and warrants that it has no actual knowledge of the presence or disposal, except as in accordance with applicable law, within the buildings or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to: those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR Part 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 311 of the

Clean Water Act of 1977 (33 U.S.C. §1321) or listed pursuant to Section 307 of the Clean Water Act of 1977 (33 U.S.C. §1317), (v) defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601). Seller has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts.

Section 9. Risk of Loss/Damage/Repair: Until Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. Except as to maintaining the Property in its same condition, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.

Section 10. Earnest Money Disbursement: In the event that any condition hereto is not satisfied, then the Earnest Money shall be refunded to Buyer. In the event of breach of this Agreement by Seller, the Earnest Money shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Agreement by Buyer, the Earnest Money shall be paid to Seller as liquidated damages and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Section 6(c) or Section 22 of this Agreement. It is acknowledged by the parties that payment of the Earnest Money to Seller in the event of a breach of this Agreement by Buyer is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of such breach. The payment of the Earnest Money to Seller shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach.

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money held in escrow, a licensed real estate broker is required by state law (and Escrow Agent, if not a broker, hereby agrees) to retain the Earnest Money in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a broker or an attorney licensed to practice law in North Carolina is holding the Earnest Money, the broker or attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A- 12.

Seller and Buyer hereby agree and acknowledge that the Escrow Agent assumes no liability in connection with the holding of the Earnest Money pursuant hereto except for negligence or willful misconduct of Escrow Agent. Escrow Agent shall not be responsible for the validity, correctness or genuineness of any document or notice referred to under this Agreement. Seller and Buyer hereby agree to indemnify, protect, save and hold harmless Escrow Agent and its successors, assigns and agents pursuant to this Agreement, from any and all liabilities, obligations, losses, damages, claims, actions, suits, costs or expenses (including attorney fees) of whatsoever kind or nature imposed on, incurred by or asserted against Escrow Agent which in any way relate to or arise out of the execution and delivery of this Agreement and any action taken hereunder; provided, however, that Seller and Buyer shall have no such obligation to indemnify, save and hold harmless Escrow Agent for any liability incurred by, imposed upon or established against it as a result of Escrow Agent's negligence or willful misconduct.

Section 11. Closing: At or before Closing, Seller shall deliver to Buyer a special warranty deed unless otherwise specified on **Exhibit B** and other documents customarily executed or delivered by a seller in similar transactions, including without limitation, a bill of sale for any personal property listed on **Exhibit A**, an owner's affidavit, lien waiver forms (and such other lien related documentation as shall permit the Property to be conveyed free and clear of any claim for mechanics' liens) and a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act), and Buyer shall cause to be delivered the funds necessary to pay to Seller the Purchase Price. The Closing shall be conducted by Buyer's attorney or handled in such other manner as the parties hereto may mutually agree in writing. Possession shall be delivered at Closing, unless otherwise agreed herein. The Purchase Price and other funds to be disbursed pursuant to this Agreement shall not be disbursed until the Buyer's attorney's (or other designated settlement agent's) receipt of authorization to disburse all necessary funds.

Section 12. Notices: Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing (which shall include electronic mail) and shall be deemed to have been properly given and received (i) on the date delivered in person or (ii) the date deposited in the United States mail, registered or certified, return receipt requested, to the addresses set out in Section 1(g) as to Seller, and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith, (iii) at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party's system, to any electronic mail address or facsimile number, if any, provided in Section 1(g) as to Seller, and in Section 1(h) as to Buyer or (iv) on the date deposited with a recognized overnight delivery service, addressed to the addresses set out in Section 1(g) as to Seller, and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith. If a notice is sent by more than one method, it will be deemed received upon the earlier of the dates of receipt pursuant to this Section.

Section 13. Counterparts; Entire Agreement: This Agreement may be executed in one or more counterparts, which taken together, shall constitute one and the same original document. Copies of original signature pages of this Agreement may be exchanged via facsimile or e-mail, and any such copies shall constitute originals. This Agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto. The invalidity of one or more provisions of this Agreement shall not affect the validity of any other provisions hereof and this Agreement shall be construed and enforced as if such invalid provisions were not included.

Section 14. Enforceability: This Agreement shall become a contract when signed by both Buyer and Seller and such signing is communicated to both parties; it being expressly agreed that notice given in accordance with Section 12 is not required for effective communication for the purposes of this Section 14. The parties acknowledge and agree that: (i) the initials lines at the bottom of each page of this Agreement are merely evidence of their having reviewed the terms of each page, and (ii) the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives.

Section 15. Adverse Information and Compliance with Laws:

(a) **Seller Knowledge/Assessments:** Seller has no actual knowledge of (i) condemnation(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against the Property; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; or (iv) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows (Insert "None" or the identification of any matters relating to (i) through (iv) above, if any):

____

____.

Note: For purposes of this Agreement: (i) a "special assessment" is defined as a charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property; a special assessment may be either pending or confirmed; (ii) a "confirmed" special assessment is defined as an assessment that has been approved by a governmental agency or an owners' association for the purpose(s) stated, whether, at the time of Closing, it is payable in a lump sum or future installments; (iii) a "pending" special assessment is defined as an assessment that is under formal consideration by a governmental agency or an owners' association but which has not been approved prior to Closing. Seller shall pay, in full at Closing, all confirmed governmental or association special assessments, provided that the amount thereof can be reasonably determined or estimated. The payment of such determined or estimated amount shall be the final payment between Buyer and Seller as to any confirmed special assessments. If the amount of any special assessment cannot be reasonably determined or estimated, the special assessment shall be deemed a pending special assessment. Buyer shall take title subject to all pending special assessments disclosed by Seller herein, if any.

(b) **Compliance:** To Seller's actual knowledge, (i) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (ii) performance of the Agreement will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (iii) there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceeding.

(c) **Owners' Association:** If the Property is subject to regulation by an owners' association, Seller shall deliver the following information to Buyer pursuant to Section 4 as if the same were listed therein (or Seller shall state that Seller does not have same in their possession or that such item is not applicable): (i) the name of the owners' association; (ii) the amount of regular assessments (dues); (iii) the name, address and telephone number of the president of the owners' association or of the association manager or management company; (iv) the owners' association website address; (v) the Seller's statement of account; (vi) the master insurance policy showing the coverage provided and the deductible amount; (vii) copies of any Declaration and/or Restrictive Covenants; (viii) the Rules and Regulations, (ix) the Articles of Incorporation and Bylaws of the owners' association; (x) the current financial statement and budget of the owners' association; (xi) the parking restrictions and information; and (xii) the architectural guidelines. Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer's agents, representative, closing attorney or lender true and accurate copies of the foregoing items affecting the Property, including any amendments thereto.

Section 16. Survival of Representations and Warranties: All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Agreement.

Section 17. Applicable Law: This Agreement shall be construed under the laws of the state in which the Property is located. This form has only been approved for use in North Carolina.

Section 18. Assignment: This Agreement is freely assignable unless otherwise expressly provided on **Exhibit B**.

Section 19. Tax-Deferred Exchange: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

Section 20. Memorandum of Contract: Upon request by either party, the parties hereto shall execute a memorandum of contract in recordable form setting forth such provisions hereof (other than the Purchase Price and other sums due) as either party may wish to incorporate. Such memorandum of contract shall contain a statement that it automatically terminates and the Property is released from any effect thereby as of a specific date to be stated in the memorandum (which specific date shall be no later than the date of Closing). The cost of recording such memorandum of contract shall be borne by the party requesting execution of same.

Section 21. Authority: Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party.

Section 22. Brokers: Except as expressly provided herein, Buyer and Seller agree to indemnify and hold each other harmless from any and all claims of brokers, consultants or real estate agents by, through or under the indemnifying party for fees or commissions arising out of the sale of the Property to Buyer. Buyer and Seller represent and warrant to each other that: (i) except as to the Brokers designated under Section 1(f) of this Agreement, they have not employed nor engaged any brokers, consultants or real estate agents to be involved in this transaction and (ii) that the compensation of the Brokers is established by and shall be governed by separate agreements entered into as amongst the Brokers, the Buyer and/or the Seller.

Section 23. Attorneys Fees: If legal proceedings are instituted to enforce any provision of this Agreement, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorneys fees and court costs incurred in connection with the proceeding.

☐ **EIFS/SYNTHETIC STUCCO:** If the adjacent box is checked, Seller discloses that the Property has been clad previously (either in whole or in part) with an "exterior insulating and finishing system" commonly known as "EIFS" or "synthetic stucco". Seller makes no representations or warranties regarding such system and Buyer is advised to make its own independent determinations with respect to conditions related to or occasioned by the existence of such materials at the Property.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

BUYER:	**SELLER:**
Individual	**Individual**
______________________________	______________________________
Date: ___________________________	Date: ___________________________
______________________________	______________________________
Date: ___________________________	Date: ___________________________

Business Entity

RTR PROPERTY MANAGEMENT LLC
(Name of Entity)

By: ______________________

Name: Billy Rick

Title: Member

Date: ______________________

Business Entity

The City of Mount Holly, NC
(Name of Entity)

By: ______________________

Name: Jonathan Blanton

Title: City Manager

Date: ______________________

WIRE FRAUD WARNING

To Buyers: Before sending any wire, you should call the closing agent's office to verify the instructions. If you receive wiring instructions for a different bank, branch location, account name or account number, they should be presumed fraudulent. Do not send any funds and contact the closing agent's office immediately.

To Sellers: If your proceeds will be wired, it is recommended that you provide wiring instructions at closing in writing in the presence of the closing agent. If you are unable to attend closing, you may be required to send an original notarized directive to the closing agent's office containing the wiring instructions. This directive may be sent with the deed, lien waiver and tax forms if those documents are being prepared for you by the closing agent. At a minimum, you should call the closing agent's office to provide the wire instructions. The wire instructions should be verified over the telephone via a call to you initiated by the closing agent's office to ensure that they are not from a fraudulent source.

Whether you are a buyer or a seller, you should call the closing agent's office at a number that is independently obtained. To ensure that your contact is legitimate, you should not rely on a phone number in an email from the closing agent's office, your real estate agent or anyone else.

The undersigned hereby acknowledges receipt of the Earnest Money set forth herein and agrees to hold said Earnest Money in accordance with the terms hereof.

City Clerk City of Mount Holly, NC
(Name of Escrow Agent)

Date: ______________________ By: ______________________

Escrow Agent's contact/notice information is as follows:

____

____

e-mail address: ______________________ fax number: ______________________
except as same may be changed pursuant to Section 12.

EXHIBIT "B"
Agreement for Purchase and Sale
131 South Main Street, Mount Holly, NC 28120

The undersigned parties hereby agree to amend the Agreement for Purchase and Sale of Improved Real Property ("Contract") on the property known as 131 South Main Street, Mount Holly, NC 28120 ("Property"), between the City of Mount Holly ("Seller") and RTR Property Management LLC, ("Buyer") as follows:

1. If there is any language in this Exhibit B that conflicts with the Contract, then the language in this Exhibit B controls.
2. Buyer shall pay all closing costs, including preparation of deed, recording fees, and excise tax (revenue stamps), as well as reimburse Seller for the cost of publication of notice of proposed sale.
3. Section 5. "Evidence of Title" is hereby removed in its entirety and replaced as follows: "Seller agrees to convey fee simple insurable title to the Property without exception for mechanics' liens, free and clear of all liens, encumbrances and defects of title other than: (a) zoning ordinances affecting the Property, (b) Leases (as defined in Section 7, if applicable) and (c) <u>matters of record existing at the Contract Date that are not objected to by Buyer prior to the end of the Examination Period ("Permitted Exceptions")</u>; provided that Seller shall be required to satisfy, at or prior to Closing, any encumbrances that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages or statutory liens. Seller shall not enter into or record any instrument that affects the Property (or any personal property listed on Exhibit A) after the Contract Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed."
4. The Seller shall reserve at Closing an easement for an Armed Forces emblem on the northern wall of the building on the Property. Buyer shall have the right to terminate this easement upon written notice to City and relocate the Armed Forces emblem to a location approved by the City at Buyer's cost.
5. The City shall reserve at Closing or grant to Duke Energy prior to Closing a sufficient easement for the utility equipment currently installed on the Property that serves downtown streets and festivals.
6. The Property is being sold subject to all easements, conditions, restrictions, and matters of record to the extent operative and enforceable. The Property is sold "AS IS, WHERE IS." Buyer assumes risk of title defects, easements, size, zoning, development potential, etc. Neither the City Council for the Seller, nor the elected officials, employees or agents of the Seller make any representation or warranty relating to the title (other than the special warranties in the deed) or any physical, environmental, health or safety conditions existing in, on, at or relating to the property, and all responsibilities or liabilities arising out of or in any way relating to any such conditions expressly are disclaimed.
7. During the Examination Period, Buyer and Seller shall work together to negotiate and agree upon a final development agreement (the "Development Agreement") based on the Seller's Redevelopment Request for Proposals issued April 29, 2025, and Buyer's Proposal dated May 29, 2025. Buyer's and Seller's obligations under this Agreement are expressly conditioned upon execution of the final approved Development Agreement at

or before Closing.

8. During the Examination Period, Buyer and Seller shall work together to negotiate and agree upon a final public parking lot easement (the "Parking Easement") over additional area in the parking lot behind 121 – 129 S. Main Street based on the Buyer's Proposal dated May 29, 2025. Buyer's and Seller's obligations under this Agreement are expressly conditioned upon execution of the final approved Parking Easement at or before Closing and Buyer causing the location of the additional parking lot behind 121 – 129 S. Main Street to be released from any deeds of trust, mortgages, or other liens before closing or upon the payment of a fixed sum of money at closing. The Parking Easement must include repaving and striping of the parking lot at Buyer's cost (if necessary), thereafter the parking lot to be maintained by the Seller.

Except for these amendments, the said Contract is ratified and continued as written.

Seller:

City of Mount Holly

By: ___________________________________
Jonathan Blanton, City Manager

Date: ___________________________________

Buyer:

RTR Property Management, LLC

By: ___________________________________
Billy Rick, member/manager

Date: ___________________________________

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is made and entered into as of ___________________, 2025, between RTR PROPERTY MANAGEMENT, LLC, a North Carolina limited liability company ("Developer"), and the CITY OF MOUNT HOLLY, NORTH CAROLINA, a public body corporate and politic ("City") (Developer and City are sometimes referred to in this Agreement collectively as the "Parties" and singularly as a "Party").

ARTICLE I: RECITALS

1.1 City is the owner in fee simple of approximately 0.24 acres of real property, formerly a municipal building, located at 131 South Main Street in the downtown area of Mount Holly (the "Property") as described on Exhibit A attached and incorporated into this Agreement.

1.2 City issued a Redevelopment Request for Proposals issued April 29, 2025, ("RFP") to develop the Property for commercial mixed-use. The RFP is incorporated into this Agreement by reference.

1.3 Developer was selected by City as the development partner for the Property based on Developer's response to the RFP and proposal dated May 29, 2025, (the "Proposal"). The Proposal is hereby incorporated into this Agreement by reference.

1.4 Developer intends to develop the Property to comprise the following improvements, to be developed by Developer: (i) construction of an approximately 1,200~~________~~ square feet restaurant shell for occupancy by an anchor tenant on the main or ground level and (ii) construction of approximately 5,868~~________~~ square feet of individual office spaces for occupancy by tenants in the basement level, main level, and ~~(iii)~~ a common area/lobby at the entrance of the main level from South Main Street to provide access to both the main level and the basement level (such improvements collectively constituting the "Project"). Developer reserves the right to increase the square footage of the restaurant shell and decrease the square footage of the individual office spaces accordingly during Developer's design process.

1.5 City intends to sell and convey fee simple title to the Property for a price of $600,000.00 pursuant to that certain Agreement for Purchase and Sale of Improved Real Property dated ____________________, 2025 entered into by and between Developer and City (the "Purchase Agreement"), which is incorporated herein by reference, in its AS-IS, WHERE-IS condition and without any representation or warranty other than those set forth expressly in this Agreement, the Purchase Agreement, and the warranties of title in the "Special Warranty Deed" from City to Developer, the form of which is attached hereto as Exhibit C, together with all rights, privileges and easements appurtenant to the Property, to Developer to redevelop the Property in accordance with this Agreement and to improve the economic development of the community.

1.6 The purpose of this Agreement is to facilitate the development and construction of the Project in a way that results most effectively in the public benefits intended for the City and the private benefits intended for the Developer. The development and construction of the Project requires a major investment by the Developer in facilities and on-site improvements, and substantial commitment of public and private resources to achieve the benefits of the Project for Developer and City.

1.7 The general benefits to be received by City from the implementation of the Project development include, without limitation:

a) Realization and implementation of the development of the Project for a restaurant tenant and individual office tenants pursuant to the "Development Plan" (defined below and attached and incorporated into this Agreement as Exhibit B) to generate jobs and tax revenue within Historic Downtown Mount Holly;

b) Preservation of the historical and architectural integrity of the structure;

c) Contributing to the vibrancy of Downtown Mount Holly and attracting pedestrian activity to serve as a catalyst for nearby investment in the central business district.

1.8 The general benefits to be received by Developer from the development include, without limitation, integration of site plans, design elements including the branding of the Project land uses, architecture, site engineering, landscape and architecture for the development of the Property in a downtown location with a potentially expanding market for customers.

1.9 In exchange for these benefits to City and Developer, City and Developer desire to proceed with the Project in accordance with the terms and conditions contained in this Agreement, subject to any amendments to this Agreement made in accordance with this Agreement.

1.10 The City Council of the City of Mount Holly ("City Council") conducted a public hearing pursuant to NCGS 158-7.1(d) on August 25, 2025~~________________~~, after 10 days' prior notice published in the Gaston Gazette on August 15, 2025~~________________~~, to consider the approval of this Agreement. The published notice of such public hearing described the interest to be conveyed, the value of the interest, the proposed consideration for the conveyance, the City Council's intention to approve the conveyance, and all other information required by NCGS 158-7.1(d) for a conveyance of interests in real property pursuant to that section.

1.11 On August 25, 2025~~   ~~, the City Council made all determinations required by NCGS 158-7.1(d), including the probable average hourly wage to be paid to workers by the business to be located at the property to be conveyed and the fair market value of the interest, subject to whatever covenants, conditions, and restrictions the City proposes to subject it to, and authorized the entry of the City into this Agreement.

NOW, THEREFORE, based upon the terms and conditions set forth in this Agreement and in consideration of the mutual promises and assurances provided in this Agreement, City and Developer hereby agree to the Recitals as stated above and the terms as follows:

ARTICLE II: TERMS

2.1 Purchase of Property. Subject to the terms of this Agreement and the satisfaction of the conditions precedent contained in this Agreement, the City will convey the Property to Developer (or one or more entities approved by City within the control of the same principals as those of the Developer as designated by Developer prior to Closing to purchase the Property, and such entities, whether one or more, are hereinafter referred to as "Developer") as the site of the Project and Developer will pay to City the value of the Property as determined by the City Council in the aggregate combined amount of Six Hundred Thousand Dollars ($600,000.00) (the "Purchase Price"). The Purchase Price shall be paid by Developer to City at Closing in accordance with the terms of the Purchase Agreement.

2.2 Performance of Governmental Functions. The terms of this Agreement regarding the design and construction of the Project and the role of City in the Project are independent of any obligations binding upon City or Developer pursuant to applicable laws and ordinances. In no event will any approvals given by City pursuant to the terms of this Agreement constitute the performance by City of any review or issuance of any permits, approvals or licenses that it is obligated to conduct or consider pursuant to any law, or ordinance or both. Nothing in this Agreement or any approvals or consents by City in connection with this Agreement will in any way stop, limit or impair City from exercising or performing any regulatory, policing or other governmental function with respect to either Party, including, but not limited to, the review, approval and issuance by City of applications, approvals, permits and licenses regarding the Project pursuant to any law, or ordinance or both. City will, to the extent reasonably appropriate and permitted by applicable laws and ordinances, facilitate Developer's submissions, requests and applications pursuant to the applicable laws and ordinances governing the Project; provided Developer's submissions, requests and applications are complete and include all necessary fees and are otherwise compliant with applicable laws and ordinances.

2.3 Property Documents. The City represents to Developer that City has delivered all the following documents and information regarding the Property to Developer in the City's possession (collectively, the "Property Documents"):

a) All boundary or other physical surveys;

b) All title insurance policies with copies of exceptions; and

c) All environmental site assessments and related documents.

City makes no representation or warranty regarding the currency or accuracy of any of the Property Documents. Developer acknowledges that its receipt of the Property Documents does not in any way relieve Developer from conducting such surveying, title examination, architectural, engineering, environmental, topographical, geological, soil, developmental, inspections and other due diligence reasonably sufficient to determine the condition of the Property (collectively, the "Inspections").

2.4 Schedule of Development. The Development Plan attached hereto as Exhibit B has been approved by City Council. Material modifications to the Development Plan are subject to City Council and regulatory approval. Developer shall close on any construction financing it intends to secure for the development of the Property within twelve (12) months of the Closing, pursuant to paragraph 2.7 below, or in the alternative present documentation to the City Manager within twelve (12) months of the Closing that it has secured sufficient equity to complete the Project in accordance with this Agreement. Developer shall diligently pursue substantial completion of the development of the Property within thirty-six (36) months of Closing, as evidenced by an issuance of a certificate of occupancy, in compliance with the Development Plan. Developer shall be entitled to a reasonable extension of these development time lines should the Developer be delayed by events beyond the Developer's reasonable control, which City shall grant in its reasonable discretion for good cause shown.

The Parties agree that a material inducement to City for conveying the Property to Developer is Developer's commitment to expend its own financial resources to rehabilitate and improve the Property, which will make an overall improvement to the Historical Downtown of the City. Therefore, the Parties agree that the Property will be subject to certain restrictive covenants to be placed in the Deed from the City until the terms of this Agreement have been met (the "Restriction Period"). Upon, ~~upon~~ the issuance of a Certificate of Occupancy in accordance with the terms above, the Restriction Period shall terminate. In order to evidence the termination of the Restriction Period, the City shall promptly release the restrictive covenants in the public record upon its confirmation, not to be unreasonably withheld, conditioned, or delayed, that the terms of this Agreement have been met

During the Restriction Period, Developer shall not change the uses of the Property from the uses outlined in the Development Plan.

Developer shall develop the Project at its sole expense in accordance with the Development Plan and shall conform to the terms of the Development Plan and the City's zoning ordinance. Developer shall administer all aspects of the development of the Project subject to all applicable laws, rules and regulations, including the code requirements of the City.

The City Manager, together with his or her duly authorized agents, may inspect and monitor the Project and the work performed on the Project at any time with prior notice to Developer; provided that the City, and its duly authorized agents and employees shall follow Developer's reasonable safety regulations.

2.5 Development Standards.

a) Developer shall perform the work in accordance with the standard of care and expertise normally employed by development firms, consultants and contractors performing similar services in metropolitan areas in North Carolina, and all duties under this Agreement shall be measured and interpreted in accordance with such standard of performance.

b) Developer covenants with City that the materials and equipment furnished in accordance with this Agreement will be of good quality, that the work will be free from material defects, and that the work will substantially conform with the requirements of the Development Plan.

c) Developer covenants that neither it nor its affiliates shall file a mechanic's lien, materialmen's lien, or other lien against any assets of City, and hereby waives and releases any right it may have or may hereafter acquire to file a lien against any assets of City. Developer shall indemnify and hold harmless City from any losses, damages, and liabilities, to the City as a result of a breach of this provision.

d) Developer shall pay all fees levied by the City in accordance with its Fee Schedule as amended from time to time or any other governmental entity, including, but not limited to, all tap fees, water & sewer fees, and permit fees levied by any other governmental entity. Developer shall plan for all utility services required for the Project and negotiate all necessary agreements with the appropriate municipal authorities and utility companies related to access, utilities, zoning and other design and construction elements pertaining to the Project. Developer shall obtain and pay for all construction related permits and all certificates of occupancy. City shall cooperate with Developer as is reasonably requested by Developer to obtain such approvals, permits, rezoning and certificates of occupancy.

e) Developer shall apply for and maintain in full force and effect any and all governmental permits and approvals required for the lawful construction of the Project and comply with all the terms and conditions applicable to the Project contained in any governmental permit or approval required or obtained for the lawful construction of the Project, or in any insurance policy affecting or covering the Project.

2.6 Ownership of Development Plans; N.C. Public Records Act. If the Project is not constructed (and provided that Developer is not in default), then Developer will retain ownership of the preliminary plans, the Development Plan and other design and construction work product relating to the Project in accordance with this Agreement; provided, however, City shall have the right to acquire the preliminary plans, the Development Plan and all other design and construction work product relating to the Project for an amount equal to out of pocket costs incurred by Developer in connection therewith in the event the Project is terminated for any reason before or after the Closing. Developer acknowledges that its submissions to City pursuant to this Agreement are "Public Records" subject to the North Carolina Public Records Act, N.C.G.S. § 132-1 et seq. (the "Act"), except to the extent excluded from the disclosure requirements of the Act pursuant to N.C.G.S. § 132-1.2.

2.7 Construction Loan. Developer shall close, within twelve (12) months of purchasing the Property, on a construction loan ("Construction Loan"), or other financing reasonably approved by the City Manager in accordance with the standards provided in Section 4.7 of this Agreement that allows periodic withdrawals based upon completion of the work in furtherance of the Project. In the alternative, Developer shall present documentation to the City Manager within twelve (12) months of the Closing that it has secured sufficient equity to complete the Project in accordance with this Agreement. City agrees that all terms, conditions, and requirements of this Development Agreement are subordinate to the Construction Loan.~~, with the exception of the City's Option to Repurchase in paragraph 2.10 below, which City expressly reserves in the event of foreclosure.~~ In the event that Developer can demonstrate to the City that Developer is unable to receive a construction loan as aforesaid due to the terms of this Development Agreement, the Parties agree to negotiate in good faith to revise this Development Agreement as necessary to be acceptable to the Parties and the construction lender, but such an event does not extend or waive the Developer's responsibility to secure a construction loan, other financing, or equity financing within twelve (12) months of purchasing the Property pursuant to this section.

2.8 No Liens on Property. Until the Project is complete and a certificate of occupancy is issued, Developer shall not permit, suffer, or allow any mortgage, loan, or other lien whatsoever to be held by any mortgagee or other lien holder against the Property and will not enter or be a party to any type of financing, transaction, or other relationship that would result in a lien against the Property except in the case of the Construction Loan, or a permanent loan that refinances the Construction Loan and which does not exceed the repurchase price set forth in paragraph 2.10 below.

2.9 No Transfer of Property or Assignment. Until the Project is complete, a certificate of occupancy is issued, and the Restriction Period has ended, Developer shall not sell or transfer all or any part of the Property or any interest in the Property nor shall Developer assign or transfer this Agreement or delegate any of its obligations or duties under this Agreement, except as provided herein. A sale or transfer means the conveyance of the Property or any right, title, or interest in the Property. If Developer is a corporation, partnership, or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests, or limited liability company interests, as the case may be, of Developer (except for a transfer upon death of a member of Developer or for estate planning purposes).

a) Developer may freely transfer or assign to entities within the control of the same principals as those of the Developer for the purposes of financing or other legal, tax or business matters. Furthermore, it is expressly agreed that Developer may acquire the Property from City at Closing in one or more separate entities within the control of the same principals as those of the Developer. In addition, Developer and its transferees and assignees may freely transfer voting stock, partnership interests, or limited liability company interests, as the case may be, of Developer between or among the current principals of Developer as of the date of this Agreement.

b) Should Developer intend to transfer the Property or assign this Agreement within the Restricted Period other than as aforesaid, then Developer shall deliver written notice thereof to City at least sixty (60) days prior to the proposed transfer or assignment setting forth the particulars of such transfer or assignment, including the name of the transferee and/or assignee, the relationship between the Developer and the transferee/assignee, the proposed uses of the Property by transferee/assignee, and a statement by transferee/assignee agreeing to abide by the terms and conditions of this Agreement. The proposed transfer or assignment shall be subject to review and approval by the City Council, which will carefully consider all aspects of the notice and may give or withhold its approval in accordance with the standards provided in Section 4.7 of this Agreement.

c) No transfer or assignment, with or without the consent of City, shall be effective unless each transferee or assignee shall assume and agree to perform and observe all the covenants and agreements of Developer being assigned, including the posting of a financial guarantee pursuant to paragraph 2.11 below.

d) City may not assign, transfer or delegate its rights, duties and obligations under this Agreement without the consent of Developer in its reasonable discretion (which consent shall not be unreasonably withheld or delayed) to any purchaser of the Property who assumes and agrees to perform and observe all the covenants and agreements of City being assigned thereby. No such assignment, with or without the consent of Developer, shall be effective unless each such assignee shall assume and agree to perform and observe all the covenants and agreements of City being assigned thereby. In the event of any assignment of the interest of City under this Agreement, City shall be released and relieved of all liability for the performance and observance of all covenants and agreements of City's covenants and agreements under this Agreement so assigned.

2.10 City First Right of Refusal.~~City Option to Repurchase.~~ City shall reserve a first right of refusal in the Deed to Developer which shall be in full force and effect during the Restriction Period. The City shall promptly release the right of first refusal in the public record upon the termination of the Restriction Period as outlined in Section 2.4 above. ~~In the event of a material violation of any material term, provision, condition, covenant, or requirement of the Special Warranty Deed or this Agreement that Developer fails to cure during the applicable cure period, including any voluntary or involuntary transfer of the Property without the consent of City as outlined above, City shall have an option to repurchase the Property by providing written notice to Developer or its successor in title within one hundred eighty (180) days from the lapse of the applicable cure period. If the City elects to repurchase the Property pursuant to this Section, then the repurchase price shall be the original purchase price paid by the Developer to the City plus any verified and documented amount that has been drawn down by the Developer on the Construction Loan and utilized in furtherance of the Project in accordance with the Approved Plans and Construction Documents, plus any other documented and verifiable costs of materials and labor not paid from the Construction Loan that were used by Developer in furtherance of the Project in accordance with the Approved Plans and Construction Documents and that are accepted and approved by the City Manager of Mount Holly. The repurchase price shall not include any sums spent in furtherance of the Project from any financial guarantee provided to the City pursuant to paragraph 2.11 below, unless Developer presents documentation to the City that Developer has repaid such sums to the bank or insurance company. The City shall receive a credit towards the repurchase price for any sums incurred by the City associated with Developer's default and not covered by the aforesaid financial guarantee, including but not limited to design, engineering, and architectural fees, and attorney's fees. The repurchase price shall be applied first to the Construction Loan and to any liens and encumbrances on the title to the Property necessary so that Developer or its successor in title can reconvey unencumbered fee simple title to City, and any remaining balance shall be paid to Developer or its successor in title. This option shall be binding upon Developer and its administrators, successors, and assigns.~~

~~Upon repurchase, the City shall have the rights of Developer to enforce all vendor or other third party warranties made to Developer during the design and construction of the Project.~~

~~2.11 Financial guarantee. At closing, Developer shall provide City a financial guarantee of the performance of the construction of the restaurant shell, office space, and lobby as described in the Shell Construction Cost Budget (collectively, the construction of the improvements as aforesaid are hereafter referred to as "Shell Improvements", and for avoidance of doubt exclude the land acquisition cost and tenant upfit costs) as shown on the Development Plan attached hereto as Exhibit B. Such financial guarantee shall be in the form of an evergreen letter of credit or payment and performance bond satisfactory to City in the amount equal to one hundred and twenty percent (120%) of Developer's engineering or architect's estimate (which is approved by the City Engineer) of the Shell Improvements. The financial guarantee for the Shell Improvements shall be in an amount and in a form satisfactory to City from a bank or insurance company reasonably approved by the City. The engineering or architect's estimate will be signed and will have affixed the Engineer's or Architect's Seal and will contain the following certification: "Engineer [Architect] whose signature and seal appears hereon certifies to the City of Mount Holly that the Estimate of costs attached hereto has been given under seal and has been prepared~~

~~by the Engineer [Architect] in accordance with generally accepted engineering [architectural] standards, but the Engineer [Architect] does not guarantee such costs.”~~

OPTIONAL ALTERNATIVE SECTION A

2.11 Water and Sewer Tap: In the event that the Project requires an upsized water and/or sewer tap, then City shall waive the water and sewer tap fees and system development fees associated with any such taps.

ARTICLE III: DEFAULTS

3.1 Defaults by Developer and Remedies of City. If Developer defaults materially on the performance of any of its obligations to City under this Agreement, then Developer will have thirty (30) days after the delivery of written notice by City of that default to cure the default; however, if the default requires more than thirty (30) days to cure, Developer shall have such additional time as may be reasonably required to cure the default, provided Developer commences the cure within the initial thirty (30) day cure period and then diligently prosecutes the cure to completion. If Developer fails to cure the material default during the applicable cure period, then City will be entitled to pursue all remedies available to it by law or in equity, including specific performance and the termination of this Agreement. ~~terminate this Agreement, call upon the Developer’s financial guarantee as outlined in paragraph 2.11 above to finish the Shell Construction of the Project in accordance with the Development Plan, and/or repurchase the Property from Developer pursuant to Section 2.10 above, as City’s sole remedies for such default.~~

Notwithstanding anything in this Agreement to the contrary, City shall copy Developer's lender or equity partner in writing (at any address provided for such purpose by Developer or its lender or equity partner) on any default notice City sends to Developer, and Developer's lender or equity partner shall have the same rights to cure Developer's material default as Developer has under this Agreement; provided, however, any failure on the part of the City to copy Developer's lender or equity partner shall accrue only to the benefit of Developer's lender or equity partner and not be a default by the City under this Agreement and shall not affect or extend any cure period for the benefit of Developer.

3.2 Defaults by City and Remedies of Developer. If City defaults materially on the performance of any of its obligations to Developer under this Agreement, then City will have thirty (30) days after the delivery of written notice by Developer of the default to cure such default; however, if the default requires more than thirty (30) days to cure, City shall have such additional time as may be reasonably required to cure the default, provided City commences the cure within the initial thirty (30) day cure period and then diligently prosecutes the cure to completion. If City fails to cure the default during the applicable cure period, then Developer will be entitled to terminate this Agreement and to pursue an action and recover from City all out of pocket actual verifiable costs and expenses incurred in connection with this Agreement, up to the sum of $10,000, as Developer’s sole remedy for default.

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3.3 Other Defaults. A Party will be in default of its obligations under this Agreement in the event that it is adjudicated bankrupt or insolvent, makes an assignment for the benefit of creditors or enters into a composition for creditors, or files a voluntary bankruptcy petition or an answer admitting the material allegations of an involuntary bankruptcy petition; or if an order is entered appointing a receiver or trustee for that Party or for a substantial portion of the assets of that Party and the same is not vacated within sixty (60) days after entry, or if that Party applies for or consents to the appointment of any such receiver or trustee. In the event of a default specified in this Section 3.3 then the other Party may immediately pursue all remedies available to it by law or in equity, including specific performance and the termination of this Agreement.

ARTICLE IV: MISCELLANEOUS

4.1 Disclaimer of Joint Venture, Partnership and Agency. This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between Developer and City, or to impose any partnership obligation or liability upon the Parties. Neither Developer nor City shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent of representative of, or to otherwise bind, the other.

4.2 No Third-Party Beneficiaries. This Agreement is not intended to and does not confer any right or benefit on any third party.

4.3 Notices. Unless specifically provided otherwise by this Agreement, any notice, demand, request, consent, approval or communication which a signatory Party is required to or may give to another signatory Party under this Agreement shall be in writing and shall be delivered or addressed to the other at the address below set forth or to such other address as such Party may from time to time direct by written notice given in the manner in this Agreement prescribed. The notice or communication shall be deemed to have been given or made when communicated by personal delivery or by independent courier service or by facsimile or by email with a hard copy to be delivered by independent courier service by the next business day. The Parties shall make reasonable inquiry to determine whether the names or titles of the persons listed in this Agreement should be substituted with the name of the listed person's successor.

All notices, demands, requests, consents, approvals or communications to City addressed to:

City Manager
City of Mount Holly
P.O. Box 406
Mount Holly, NC 28120
Attn: Jonathan Blanton
jonathan.blanton@mtholly.us

With a copy to: City Attorney
Michael, Elting, & Anders, PLLC

124 W. Catawba Ave.
Mount Holly, NC 28120
Attn: Marie M. Anders
office@mounthollylaw.com

All notices, demands, requests, consents, approvals or communications to Developer shall be addressed to:

RTR Property Management, LLC
125 S. Main St.
Mount Holly, NC 28120
Attn: Billy Rick
billy.rick@rtrrenovations.com

With a copy to: W. Porter Rhoton III, Attorney at Law, P.A.
32 East Woodrow Ave.
Belmont NC 28012
Attn: W. Porter Rhoton III
porter@rhotonlaw.com

4.4 Entire Agreement. This Agreement sets forth and incorporates by reference all the agreements, conditions and understandings between the Parties relative to the Project and supersedes all previous agreements, except to the extent those agreements may be specifically incorporated into this Agreement. There are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among the Parties relative to the matters addressed in this Agreement other than as set forth or as referred to in this Agreement or as contained the Development Plan as of the Effective Date.

4.5 Construction. The Parties agree that each Party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

4.6 Intentionally deleted.

4.7 Terms for Consent or Approval. When this Agreement calls for one Party to seek the approval or consent of the other Party, the Party with the right to grant or deny consent or approval must exercise its reasonable discretion in doing so, unless specified otherwise by the terms of this Agreement. The requesting party must make requests for consent or approval in writing in accordance with the terms for notice in this Agreement and substantiate such request with commercially reasonable documentation unless specified otherwise by the terms of this Agreement. The Party with the right to grant or deny consent or approval shall review each such request diligently, reasonably and in good faith and deliver its decision whether to give or deny consent or approval to the requesting Party in writing in accordance with the terms for notice in this Agreement within thirty (30) business days of the delivery of such a request. If the reviewing Party elects to deny its consent or approval, then it must substantiate that decision with commercially reasonable documentation that enables the requesting Party to comprehend the decision and, if appropriate, modify such request and re-submit it to the reviewing Party for further review pursuant to these terms for consent or approval. A Party reviewing a request for consent to the assignment of rights and obligations by the requesting Party may consider the creditworthiness, financial wherewithal, expertise and experience of the proposed assignee when compared to the requesting Party, in the exercise of reasonable discretion whether to grant or deny consent or approval.

4.8 Terms for Other Response. When this Agreement calls for one Party to notify the other Party of any other election under this Agreement, then the electing Party shall notify the other party of the applicable decision no later than thirty (30) days after the electing Party was notified of its obligation to make such election.

4.9 Governing Law and Alternative Dispute Resolution. This Agreement shall be governed by the laws of the State of North Carolina. It is the Parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions between the Parties, or their authorized designees. If a dispute arises from or relates to this Agreement or a breach thereof and the dispute cannot be resolved through direct discussions, the Parties agree to endeavor to first settle the dispute in an amicable manner by mediation administered by a professional mediator before proceeding to arbitration. All fees and expenses for mediation shall be borne by the Parties equally. However, each Party shall bear the expense of its own counsel, experts, witnesses and preparation and presentation at the mediation. Any arbitrable claim or controversy arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the applicable Arbitration Rules of the American Arbitration Association. The parties hereto agree that any action brought by either party to enforce the terms of this Agreement shall be filed in the Superior Court of Gaston County, State of North Carolina or the Federal Court, Western District of North Carolina, Charlotte Division.

4.10 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

4.11 Agreement to Cooperate. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the Participating Parties hereby agree to cooperate in defending that action; provided, however, each Party shall retain the right to pursue its own independent legal defense.

4.12 No Deemed Waiver. Failure of a Party to exercise any right under this Agreement shall not be deemed a waiver of any such right and shall not affect the right of that Party to exercise at some future time said right or any other right it may have under this Agreement.

4.13 Severability. If any term or provision of this Agreement shall be judicially determined to be void or of no effect, that determination shall not affect the validity of the remaining terms and provisions of this Agreement. The Parties agree that if any provision of this Agreement is judicially determined to be invalid because it is inconsistent with a provision of state or federal law, this Agreement shall be amended to the extent necessary to make it consistent with state or federal law and the balance of the Agreement shall remain in full force and effect.

4.14 Authority. Each Party represents that it has undertaken all actions necessary for approval of this Agreement, and that the person signing this Agreement has the authority to bind City and Developer. Notwithstanding the foregoing, with the approval of this Agreement, City Council hereby delegates to the City Manager the authority to execute any supplemental documents required to effectuate the purposes of this Agreement.

4.15 Representations and Warranties of Developer. Developer represents and warrants to City that:

a) Developer is a valid limited liability company duly organized, validly existing and in good standing under the laws of the State of North Carolina;

b) Developer is duly qualified to do business and is in good standing under the laws of the State of North Carolina;

c) Developer has the full right, power, and authority to enter into this Agreement and to perform its obligations under this Agreement without contravention of any obligation on the part of Developer, whether statutory, contractual or otherwise; and

d) Developer will execute, deliver and perform this Agreement in accordance with all applicable laws and ordinances.

4.16 Representations and Warranties of City. City represents and warrants to Developer that:

a) City has the full right, power, and authority to enter into this Agreement and to perform its obligations under this Agreement without contravention of any obligation on the part of Developer, whether statutory, contractual or otherwise;

b) City will execute, deliver and perform this Agreement in accordance with all applicable laws and ordinances;

c) To the actual knowledge of the City Manager and the City Attorney, no modification of the laws and ordinances applicable to the Property, including land development regulations, is necessary for the Project to conform to those laws and ordinances, other than a rezoning to allow the construction of the warehouse and commissary kitchen;

d) To the actual knowledge of the City Manager or the City Attorney, the Property is not the subject of any litigation, pending or overtly threatened, or other judicial or quasi-judicial procedure which would, if determined unfavorably to the City, settled or otherwise resolved by the City, result in any financial liability on the part of Developer or interfere with the development of the Project;

e) To the actual knowledge of the City Manager or the City Attorney, the Property is not the subject of any procedure for the taking of the Property by eminent domain, in whole or in part, pending or overtly threatened by the City or any other governmental authority with the power of eminent domain;

f) To the actual knowledge of the City Manager or the City Attorney, no one has made any claim to title to the Property, in whole or in part, superior to the claim of the City by virtue of its chain of title;

g) To the actual knowledge of the City Manager or the City Attorney, the City has not received any notice from any governmental agency, state, federal or local, that the Property is in violation of or the subject of an investigation regarding the potential violation of any Laws and Ordinances, including laws of the United States or the State regarding the presence, storage, transport, spillage, removal or remediation of hazardous or harmful substances on the Property, or the presence, storage, transport, spillage, removal or remediation of hazardous or harmful substances on properties adjacent to the Property as a result of their origination on or passage through the Property; and

h) City represents that there is water and wastewater sewer service to the Property.

4.17 Continuing Obligation. From time to time after the Closing Date, through the date of termination of the Restriction Period,~~the required Minimum Occupancy,~~ the Parties will execute additional instruments of assignment, lease, license, conveyance and other documents and take such other actions that are reasonably necessary to further the purposes of this Agreement.

4.18 Immunity Not Waived. City does not intend to waive its sovereign immunity by reason of this Agreement; provided, however, that the City acknowledges and agrees that by entering into this Agreement, governmental immunity shall not be a valid defense to a breach of contract claim brought under this Agreement.

4.19 Release of Information. City and Developer acknowledge that this Agreement is subject to disclosure under the North Carolina Public Records Act, NCGS § 132-1 et seq. (the "Act"), except for information that is excluded from the disclosure requirements of the Act pursuant to NCGS § 132-1.2. Nothing in this Agreement precludes either party from discussing the terms of this Agreement or its work product with its attorneys, accountants, consultants, contractors, or potential lenders or investors, or prevents the holding of public City meetings in compliance with applicable laws.

4.20 Representations, Warranties and Indemnity Regarding Brokers.

a) City represents to Developer that no real estate broker or agent has rendered a service or represented City in connection with this Agreement or the transaction contemplated in this Agreement for which any brokerage commission or fee is due, other than Sam Kline of Coldwell Banker MECA.

b) Developer represents to City that no real estate broker or agent has rendered a service or represented Developer in connection with this Agreement or the transaction contemplated in this Agreement for which any brokerage commission or fee is due.

c) City and Developer covenant and agree, each to the other, to indemnify the other against any claims based upon or arising out of the employment or use by the indemnifying party of any real estate broker, agent or finder in connection with the purchase and sale of the Property. This Section 4.20 shall survive Closing or any earlier termination of this Agreement.

4.21 IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY (OR TO ANY THIRD PARTY, WHETHER OR NOT CLAIMING THROUGH THAT OTHER PARTY) FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER).

4.22 Non-Appropriation. No provision of this Agreement shall be construed or interpreted as creating a pledge of the faith and credit of the City within the meaning of any Constitutional debt limitation. No provision of this Agreement shall be construed or interpreted as creating a pledge of the faith and credit of the City within the meaning of the Constitution of the State of North Carolina. No deficiency judgment may be rendered against the City in any action for breach of a contractual obligation under this Agreement and the taxing power of the City is not and may not be pledged directly or indirectly to secure any moneys due under this Agreement. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of the City's moneys. To the extent of any conflict between this Section and any other provision of this Agreement, this Section shall take priority.

4.23 Amendment. This Agreement shall not be modified or amended in any respect except by a written instrument executed by the Parties.

4.24 Iran Divestment Act Certification. Developer certifies that, if it submitted a successful bid for this Agreement, then as of the date it submitted the bid, Developer was not identified on the Iran List. If it did not submit a bid for this Agreement, Developer certifies that as of the date that this Agreement is entered, Developer is not identified on the Iran List. It is a material breach of this Agreement for Developer to be identified on the Iran List during the term of this Agreement or to utilize on this Agreement any contractor or subcontractor that is identified on the Iran List. In this Iran Divestment Act Certification section — "Iran List" means the Final Divestment List — Iran, the Parent and Subsidiary Guidance List — Iran, and all other lists issued from time to time by the N.C. State Treasurer to comply with N.C.G.S. §143C-6A-4 of the N.C. Iran Divestment Act.

4.25 Survival. All representations, warranties and obligations of the Parties in this Agreement shall survive the consummation or performance of the various transactions contemplated in this Agreement for the respective terms necessary for each of the Parties to realize the benefits contemplated by this Agreement and to enforce the rights provided for in this Agreement.

4.26 Recitals and Exhibits. The Recitals of this Agreement and the Exhibits attached hereto are integral and essential components of this Agreement.

4.27 Defined Terms. All capitalized terms in this Agreement shall have the meaning ascribed to them in this Agreement unless the context clearly indicates another meaning. All terms not defined in this Agreement shall have the usual and customary meaning ascribed to them and found in any modern English dictionary.

[**SIGNATURES APPEAR ON FOLLOWING PAGES**]

IN WITNESS WHEREOF, the Parties hereby set their hands and seals, effective the date first above written.

CITY OF MOUNT HOLLY, NORTH CAROLINA
[SEAL]

____
Jonathan Blanton, City Manager

ATTEST:

____
Tara Douglas, City Clerk

Approved as to form:

____
Marie M. Anders, City Attorney

STATE OF NORTH CAROLINA
COUNTY OF GASTON

I, _________________________________, a Notary Public of the State and County aforesaid, certify that Tara Douglas personally came before me this day and acknowledged under seal that she is City Clerk of the City of Mount Holly, and that by authority duly given and as the act of the Council, the foregoing instrument was signed in its name by its City Manager, sealed with its corporate seal and attested by herself as its City Clerk.

WITNESS my hand and official seal, this _____ day of _____________, 2025.

____
Notary Public

My commission expires: _______________

[**SIGNATURES CONTINUE ON FOLLOWING PAGE**]

IN WITNESS WHEREOF, the Parties hereby set their hands and seals, effective the date first above written.

RTR PROPERTY MANAGEMENT, LLC,
a North Carolina limited liability company

By: _________________________(SEAL)
Billy Rick, Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF GASTON

I, the undersigned, a Notary Public of ______________ County and State aforesaid, do hereby certify that Billy Rick personally came before me this day and acknowledged under seal that he is Member/Manager of RTR PROPERTY MANAGEMENT, LLC, a North Carolina limited liability company, and acknowledged, on behalf of the company, the due execution of the foregoing instrument. Witness my hand and official stamp or seal, this the _____ day of ___________________, 2025.

____
Notary Public

My commission expires: _____________________

EXHIBIT A
PROPERTY DESCRIPTION

City of Mount Holly, Riverbend Township, Gaston County, North Carolina:

BEGINNING at the corner of the Town Hall lot on the easterly margin of South Main Street and runs thence with said Town Hall lot line South 87 East 264 feet to a corner of said Town Hall lot; thence South 3 West 40 feet to a concrete monument, a corner of the First Presbyterian Church property; thence with a line of said First Presbyterian Church property at right angles and parallel with first line North 87 West 264 feet to a point in the eastern margin of South Main Street; thence with the easterly margin of South Main Street, North 3 East 40 feet to the BEGINNING.

Deed reference: Deed Book 958, Page 614.
PID: 123809

EXHIBIT B
DEVELOPMENT PLAN

Developer intends to design and build (i) an approximately 1,200~~________~~ square feet restaurant shell for occupancy by an anchor tenant on the main or ground level, and (ii) approximately 5,868~~_________~~ square feet of individual office spaces for occupancy by tenants in the basement level, main level, and ~~(iii)~~ a common area/lobby at the entrance of the main level from South Main Street to provide access to both the main level and the basement level on property currently owned by the City of Mount Holly containing approximately 0.24 acres and located at 131 South Main Street, Mount Holly, North Carolina, which property will be purchased from the City of Mount Holly. Developer reserves the right to increase the square footage of the restaurant shell and decrease the square footage of the individual office spaces accordingly during Developer's design process. The Project shall be developed substantially in accordance with plans and specifications to be prepared by Developer ~~and mutually approved by Developer and the City of Mount Holly~~. Construction will be completed pursuant to the construction schedule set forth in the Development Agreement, and the Project shall be subject to certain restrictions set forth in the Deed for the property to be delivered to Developer by the City of Mount Holly at closing.

~~Set forth below is an estimated development budget prepared by Developer.~~ After the Development Agreement is finalized and signed, Developer will engage an architect, engineer or similar design professional to design and estimate the costs of the Project.

~~[ATTACH BUDGET]~~

EXHIBIT C
SPECIAL WARRANTY DEED

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is made and entered into as of ___________________, 2025, between RTR PROPERTY MANAGEMENT, LLC, a North Carolina limited liability company ("Developer"), and the CITY OF MOUNT HOLLY, NORTH CAROLINA, a public body corporate and politic ("City") (Developer and City are sometimes referred to in this Agreement collectively as the "Parties" and singularly as a "Party").

ARTICLE I: RECITALS

1.1 City is the owner in fee simple of approximately 0.24 acres of real property, formerly a municipal building, located at 131 South Main Street in the downtown area of Mount Holly (the "Property") as described on Exhibit A attached and incorporated into this Agreement.

1.2 City issued a Redevelopment Request for Proposals issued April 29, 2025, ("RFP") to develop the Property for commercial mixed-use. The RFP is incorporated into this Agreement by reference.

1.3 Developer was selected by City as the development partner for the Property based on Developer's response to the RFP and proposal dated May 29, 2025, (the "Proposal"). The Proposal is hereby incorporated into this Agreement by reference.

1.4 Developer intends to develop the Property to comprise the following improvements, to be developed by Developer: (i) construction of an approximately 1,200 square feet restaurant shell for occupancy by an anchor tenant on the main or ground level and (ii) construction of approximately 5,868 square feet of individual office spaces for occupancy by tenants in the basement level, main level, and a common area/lobby at the entrance of the main level from South Main Street to provide access to both the main level and the basement level (such improvements collectively constituting the "Project"). Developer reserves the right to increase the square footage of the restaurant shell and decrease the square footage of the individual office spaces accordingly during Developer's design process.

1.5 City intends to sell and convey fee simple title to the Property for a price of $600,000.00 pursuant to that certain Agreement for Purchase and Sale of Improved Real Property dated ____________________, 2025 entered into by and between Developer and City (the "Purchase Agreement"), which is incorporated herein by reference, in its AS-IS, WHERE-IS condition and without any representation or warranty other than those set forth expressly in this Agreement, the Purchase Agreement, and the warranties of title in the "Special Warranty Deed" from City to Developer, the form of which is attached hereto as Exhibit C, together with all rights, privileges and easements appurtenant to the Property, to Developer to redevelop the Property in accordance with this Agreement and to improve the economic development of the community.

1.6 The purpose of this Agreement is to facilitate the development and construction of the Project in a way that results most effectively in the public benefits intended for the City and the private benefits intended for the Developer. The development and construction of the Project requires a major investment by the Developer in facilities and on-site improvements, and substantial commitment of public and private resources to achieve the benefits of the Project for Developer and City.

1.7 The general benefits to be received by City from the implementation of the Project development include, without limitation:

a) Realization and implementation of the development of the Project for a restaurant tenant and individual office tenants pursuant to the "Development Plan" (defined below and attached and incorporated into this Agreement as Exhibit B) to generate jobs and tax revenue within Historic Downtown Mount Holly;

b) Preservation of the historical and architectural integrity of the structure;

c) Contributing to the vibrancy of Downtown Mount Holly and attracting pedestrian activity to serve as a catalyst for nearby investment in the central business district.

1.8 The general benefits to be received by Developer from the development include, without limitation, integration of site plans, design elements including the branding of the Project land uses, architecture, site engineering, landscape and architecture for the development of the Property in a downtown location with a potentially expanding market for customers.

1.9 In exchange for these benefits to City and Developer, City and Developer desire to proceed with the Project in accordance with the terms and conditions contained in this Agreement, subject to any amendments to this Agreement made in accordance with this Agreement.

1.10 The City Council of the City of Mount Holly ("City Council") conducted a public hearing pursuant to NCGS 158-7.1(d) on August 25, 2025, after 10 days' prior notice published in the Gaston Gazette on August 15, 2025, to consider the approval of this Agreement. The published notice of such public hearing described the interest to be conveyed, the value of the interest, the proposed consideration for the conveyance, the City Council's intention to approve the conveyance, and all other information required by NCGS 158-7.1(d) for a conveyance of interests in real property pursuant to that section.

1.11 On August 25, 2025, the City Council made all determinations required by NCGS 158-7.1(d), including the probable average hourly wage to be paid to workers by the business to be located at the property to be conveyed and the fair market value of the interest, subject to whatever covenants, conditions, and restrictions the City proposes to subject it to, and authorized the entry of the City into this Agreement.

NOW, THEREFORE, based upon the terms and conditions set forth in this Agreement and in consideration of the mutual promises and assurances provided in this Agreement, City and Developer hereby agree to the Recitals as stated above and the terms as follows:

ARTICLE II: TERMS

2.1 Purchase of Property. Subject to the terms of this Agreement and the satisfaction of the conditions precedent contained in this Agreement, the City will convey the Property to Developer (or one or more entities approved by City within the control of the same principals as those of the Developer as designated by Developer prior to Closing to purchase the Property, and such entities, whether one or more, are hereinafter referred to as "Developer") as the site of the Project and Developer will pay to City the value of the Property as determined by the City Council in the aggregate combined amount of Six Hundred Thousand Dollars ($600,000.00) (the "Purchase Price"). The Purchase Price shall be paid by Developer to City at Closing in accordance with the terms of the Purchase Agreement.

2.2 Performance of Governmental Functions. The terms of this Agreement regarding the design and construction of the Project and the role of City in the Project are independent of any obligations binding upon City or Developer pursuant to applicable laws and ordinances. In no event will any approvals given by City pursuant to the terms of this Agreement constitute the performance by City of any review or issuance of any permits, approvals or licenses that it is obligated to conduct or consider pursuant to any law, or ordinance or both. Nothing in this Agreement or any approvals or consents by City in connection with this Agreement will in any way stop, limit or impair City from exercising or performing any regulatory, policing or other governmental function with respect to either Party, including, but not limited to, the review, approval and issuance by City of applications, approvals, permits and licenses regarding the Project pursuant to any law, or ordinance or both. City will, to the extent reasonably appropriate and permitted by applicable laws and ordinances, facilitate Developer's submissions, requests and applications pursuant to the applicable laws and ordinances governing the Project; provided Developer's submissions, requests and applications are complete and include all necessary fees and are otherwise compliant with applicable laws and ordinances.

2.3 Property Documents. The City represents to Developer that City has delivered all the following documents and information regarding the Property to Developer in the City's possession (collectively, the "Property Documents"):

a) All boundary or other physical surveys;

b) All title insurance policies with copies of exceptions; and

c) All environmental site assessments and related documents.

City makes no representation or warranty regarding the currency or accuracy of any of the Property Documents. Developer acknowledges that its receipt of the Property Documents does not in any way relieve Developer from conducting such surveying, title examination, architectural, engineering, environmental, topographical, geological, soil, developmental, inspections and other due diligence reasonably sufficient to determine the condition of the Property (collectively, the "Inspections").

2.4 Schedule of Development. The Development Plan attached hereto as Exhibit B has been approved by City Council. Material modifications to the Development Plan are subject to City Council and regulatory approval. Developer shall close on any construction financing it intends to secure for the development of the Property within twelve (12) months of the Closing, pursuant to paragraph 2.7 below, or in the alternative present documentation to the City Manager within twelve (12) months of the Closing that it has secured sufficient equity to complete the Project in accordance with this Agreement. Developer shall diligently pursue substantial completion of the development of the Property within thirty-six (36) months of Closing, as evidenced by an issuance of a certificate of occupancy, in compliance with the Development Plan. Developer shall be entitled to a reasonable extension of these development time lines should the Developer be delayed by events beyond the Developer's reasonable control, which City shall grant in its reasonable discretion for good cause shown.

The Parties agree that a material inducement to City for conveying the Property to Developer is Developer's commitment to expend its own financial resources to rehabilitate and improve the Property, which will make an overall improvement to the Historical Downtown of the City. Therefore, the Parties agree that the Property will be subject to certain restrictive covenants to be placed in the Deed from the City until the terms of this Agreement have been met (the "Restriction Period"). Upon, the issuance of a Certificate of Occupancy in accordance with the terms above, the Restriction Period shall terminate. In order to evidence the termination of the Restriction Period, the City shall promptly release the restrictive covenants in the public record upon its confirmation, not to be unreasonably withheld, conditioned, or delayed, that the terms of this Agreement have been met

During the Restriction Period, Developer shall not change the uses of the Property from the uses outlined in the Development Plan.

Developer shall develop the Project at its sole expense in accordance with the Development Plan and shall conform to the terms of the Development Plan and the City's zoning ordinance. Developer shall administer all aspects of the development of the Project subject to all applicable laws, rules and regulations, including the code requirements of the City.

The City Manager, together with his or her duly authorized agents, may inspect and monitor the Project and the work performed on the Project at any time with prior notice to

Developer; provided that the City, and its duly authorized agents and employees shall follow Developer's reasonable safety regulations.

2.5 Development Standards.

a) Developer shall perform the work in accordance with the standard of care and expertise normally employed by development firms, consultants and contractors performing similar services in metropolitan areas in North Carolina, and all duties under this Agreement shall be measured and interpreted in accordance with such standard of performance.

b) Developer covenants with City that the materials and equipment furnished in accordance with this Agreement will be of good quality, that the work will be free from material defects, and that the work will substantially conform with the requirements of the Development Plan.

c) Developer covenants that neither it nor its affiliates shall file a mechanic's lien, materialmen's lien, or other lien against any assets of City, and hereby waives and releases any right it may have or may hereafter acquire to file a lien against any assets of City. Developer shall indemnify and hold harmless City from any losses, damages, and liabilities, to the City as a result of a breach of this provision.

d) Developer shall pay all fees levied by the City in accordance with its Fee Schedule as amended from time to time or any other governmental entity, including, but not limited to, all tap fees, water & sewer fees, and permit fees levied by any other governmental entity. Developer shall plan for all utility services required for the Project and negotiate all necessary agreements with the appropriate municipal authorities and utility companies related to access, utilities, zoning and other design and construction elements pertaining to the Project. Developer shall obtain and pay for all construction related permits and all certificates of occupancy. City shall cooperate with Developer as is reasonably requested by Developer to obtain such approvals, permits, rezoning and certificates of occupancy.

e) Developer shall apply for and maintain in full force and effect any and all governmental permits and approvals required for the lawful construction of the Project and comply with all the terms and conditions applicable to the Project contained in any governmental permit or approval required or obtained for the lawful construction of the Project, or in any insurance policy affecting or covering the Project.

2.6 Ownership of Development Plans; N.C. Public Records Act. If the Project is not constructed (and provided that Developer is not in default), then Developer will retain ownership of the preliminary plans, the Development Plan and other design and construction work product relating to the Project in accordance with this Agreement; provided, however, City shall have the right to acquire the preliminary plans, the Development Plan and all other design and construction work product relating to the Project for an amount equal to out of pocket costs incurred by Developer in connection therewith in the event the Project is terminated for any reason before or after the Closing. Developer acknowledges that its submissions to City pursuant to this Agreement are "Public Records" subject to the North Carolina Public Records Act, N.C.G.S. § 132-1 et seq. (the "Act"), except to the extent excluded from the disclosure requirements of the Act pursuant to N.C.G.S. § 132-1.2.

2.7 Construction Loan. Developer shall close, within twelve (12) months of purchasing the Property, on a construction loan ("Construction Loan"), or other financing reasonably approved by the City Manager in accordance with the standards provided in Section 4.7 of this Agreement that allows periodic withdrawals based upon completion of the work in furtherance of the Project. In the alternative, Developer shall present documentation to the City Manager within twelve (12) months of the Closing that it has secured sufficient equity to complete the Project in accordance with this Agreement. City agrees that all terms, conditions, and requirements of this Development Agreement are subordinate to the Construction Loan. In the event that Developer can demonstrate to the City that Developer is unable to receive a construction loan as aforesaid due to the terms of this Development Agreement, the Parties agree to negotiate in good faith to revise this Development Agreement as necessary to be acceptable to the Parties and the construction lender, but such an event does not extend or waive the Developer's responsibility to secure a construction loan, other financing, or equity financing within twelve (12) months of purchasing the Property pursuant to this section.

2.8 No Liens on Property. Until the Project is complete and a certificate of occupancy is issued, Developer shall not permit, suffer, or allow any mortgage, loan, or other lien whatsoever to be held by any mortgagee or other lien holder against the Property and will not enter or be a party to any type of financing, transaction, or other relationship that would result in a lien against the Property except in the case of the Construction Loan, or a permanent loan that refinances the Construction Loan and which does not exceed the repurchase price set forth in paragraph 2.10 below.

2.9 No Transfer of Property or Assignment. Until the Project is complete, a certificate of occupancy is issued, and the Restriction Period has ended, Developer shall not sell or transfer all or any part of the Property or any interest in the Property nor shall Developer assign or transfer this Agreement or delegate any of its obligations or duties under this Agreement, except as provided herein. A sale or transfer means the conveyance of the Property or any right, title, or interest in the Property. If Developer is a corporation, partnership, or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests, or limited liability company interests, as the case may be, of Developer (except for a transfer upon death of a member of Developer or for estate planning purposes).

a) Developer may freely transfer or assign to entities within the control of the same principals as those of the Developer for the purposes of financing or other legal, tax or business matters. Furthermore, it is expressly agreed that Developer may acquire the Property from City at Closing in one or more separate entities within the control of the same principals as those of the Developer. In addition, Developer and its transferees and assignees may freely transfer voting stock, partnership interests, or limited liability company interests, as the case may be, of Developer between or among the current principals of Developer as of the date of this Agreement.

b) Should Developer intend to transfer the Property or assign this Agreement within the Restricted Period other than as aforesaid, then Developer shall deliver written notice thereof to City at least sixty (60) days prior to the proposed transfer or assignment setting forth the particulars of such transfer or assignment, including the name of the transferee and/or assignee, the relationship between the Developer and the transferee/assignee, the proposed uses of the Property by transferee/assignee, and a statement by transferee/assignee agreeing to abide by the terms and conditions of this Agreement. The proposed transfer or assignment shall be subject to review and approval by the City Council, which will carefully consider all aspects of the notice and may give or withhold its approval in accordance with the standards provided in Section 4.7 of this Agreement.

c) No transfer or assignment, with or without the consent of City, shall be effective unless each transferee or assignee shall assume and agree to perform and observe all the covenants and agreements of Developer being assigned, including the posting of a financial guarantee pursuant to paragraph 2.11 below.

d) City may not assign, transfer or delegate its rights, duties and obligations under this Agreement without the consent of Developer in its reasonable discretion (which consent shall not be unreasonably withheld or delayed) to any purchaser of the Property who assumes and agrees to perform and observe all the covenants and agreements of City being assigned thereby. No such assignment, with or without the consent of Developer, shall be effective unless each such assignee shall assume and agree to perform and observe all the covenants and agreements of City being assigned thereby. In the event of any assignment of the interest of City under this Agreement, City shall be released and relieved of all liability for the performance and observance of all covenants and agreements of City's covenants and agreements under this Agreement so assigned.

2.10 City First Right of Refusal. City shall reserve a first right of refusal in the Deed to Developer which shall be in full force and effect during the Restriction Period. The City shall promptly release the right of first refusal in the public record upon the termination of the Restriction Period as outlined in Section 2.4 above.

OPTIONAL ALTERNATIVE SECTION A

2.11 Water and Sewer Tap: In the event that the Project requires an upsized water and/or sewer tap, then City shall waive the water and sewer tap fees and system development fees associated with any such taps.

ARTICLE III: DEFAULTS

3.1 Defaults by Developer and Remedies of City. If Developer defaults materially on the performance of any of its obligations to City under this Agreement, then Developer will have thirty (30) days after the delivery of written notice by City of that default to cure the default; however, if the default requires more than thirty (30) days to cure, Developer shall have such additional time as may be reasonably required to cure the default, provided Developer commences the cure within the initial thirty (30) day cure period and then diligently prosecutes the cure to completion. If Developer fails to cure the material default during the applicable cure period, then City will be entitled to pursue all remedies available to it by law or in equity, including specific performance and the termination of this Agreement.

Notwithstanding anything in this Agreement to the contrary, City shall copy Developer's lender or equity partner in writing (at any address provided for such purpose by Developer or its lender or equity partner) on any default notice City sends to Developer, and Developer's lender or equity partner shall have the same rights to cure Developer's material default as Developer has under this Agreement; provided, however, any failure on the part of the City to copy Developer's lender or equity partner shall accrue only to the benefit of Developer's lender or equity partner and not be a default by the City under this Agreement and shall not affect or extend any cure period for the benefit of Developer.

3.2 Defaults by City and Remedies of Developer. If City defaults materially on the performance of any of its obligations to Developer under this Agreement, then City will have thirty (30) days after the delivery of written notice by Developer of the default to cure such default; however, if the default requires more than thirty (30) days to cure, City shall have such additional time as may be reasonably required to cure the default, provided City commences the cure within the initial thirty (30) day cure period and then diligently prosecutes the cure to completion. If City fails to cure the default during the applicable cure period, then Developer will be entitled to terminate this Agreement and to pursue an action and recover from City all out of pocket actual verifiable costs and expenses incurred in connection with this Agreement, up to the sum of $10,000, as Developer’s sole remedy for default.

3.3 Other Defaults. A Party will be in default of its obligations under this Agreement in the event that it is adjudicated bankrupt or insolvent, makes an assignment for the benefit of creditors or enters into a composition for creditors, or files a voluntary bankruptcy petition or an answer admitting the material allegations of an involuntary bankruptcy petition; or if an order is entered appointing a receiver or trustee for that Party or for a substantial portion of the assets of that Party and the same is not vacated within sixty (60) days after entry, or if that Party applies for or consents to the appointment of any such receiver or trustee. In the event of a default specified in this Section 3.3 then the other Party may immediately pursue all remedies available to it by law or in equity, including specific performance and the termination of this Agreement.

ARTICLE IV: MISCELLANEOUS

4.1 Disclaimer of Joint Venture, Partnership and Agency. This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between Developer and City, or to impose any partnership obligation or liability upon the Parties. Neither Developer nor City shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent of representative of, or to otherwise bind, the other.

4.2 No Third-Party Beneficiaries. This Agreement is not intended to and does not confer any right or benefit on any third party.

4.3 Notices. Unless specifically provided otherwise by this Agreement, any notice, demand, request, consent, approval or communication which a signatory Party is required to or may give to another signatory Party under this Agreement shall be in writing and shall be delivered or addressed to the other at the address below set forth or to such other address as such Party may from time to time direct by written notice given in the manner in this Agreement prescribed. The notice or communication shall be deemed to have been given or made when communicated by personal delivery or by independent courier service or by facsimile or by email with a hard copy to be delivered by independent courier service by the next business day. The Parties shall make reasonable inquiry to determine whether the names or titles of the persons listed in this Agreement should be substituted with the name of the listed person's successor.

All notices, demands, requests, consents, approvals or communications to City addressed to:

City Manager
City of Mount Holly
P.O. Box 406
Mount Holly, NC 28120
Attn: Jonathan Blanton
jonathan.blanton@mtholly.us

With a copy to:

City Attorney
Michael, Elting, & Anders, PLLC
124 W. Catawba Ave.
Mount Holly, NC 28120
Attn: Marie M. Anders
office@mounthollylaw.com

All notices, demands, requests, consents, approvals or communications to Developer shall be addressed to:

RTR Property Management, LLC
125 S. Main St.
Mount Holly, NC 28120

Attn: Billy Rick
billy.rick@rtrrenovations.com

With a copy to: W. Porter Rhoton III, Attorney at Law, P.A.
32 East Woodrow Ave.
Belmont NC 28012
Attn: W. Porter Rhoton III
porter@rhotonlaw.com

4.4 Entire Agreement. This Agreement sets forth and incorporates by reference all the agreements, conditions and understandings between the Parties relative to the Project and supersedes all previous agreements, except to the extent those agreements may be specifically incorporated into this Agreement. There are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among the Parties relative to the matters addressed in this Agreement other than as set forth or as referred to in this Agreement or as contained the Development Plan as of the Effective Date.

4.5 Construction. The Parties agree that each Party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

4.6 Intentionally deleted.

4.7 Terms for Consent or Approval. When this Agreement calls for one Party to seek the approval or consent of the other Party, the Party with the right to grant or deny consent or approval must exercise its reasonable discretion in doing so, unless specified otherwise by the terms of this Agreement. The requesting party must make requests for consent or approval in writing in accordance with the terms for notice in this Agreement and substantiate such request with commercially reasonable documentation unless specified otherwise by the terms of this Agreement. The Party with the right to grant or deny consent or approval shall review each such request diligently, reasonably and in good faith and deliver its decision whether to give or deny consent or approval to the requesting Party in writing in accordance with the terms for notice in this Agreement within thirty (30) business days of the delivery of such a request. If the reviewing Party elects to deny its consent or approval, then it must substantiate that decision with commercially reasonable documentation that enables the requesting Party to comprehend the decision and, if appropriate, modify such request and re-submit it to the reviewing Party for further review pursuant to these terms for consent or approval. A Party reviewing a request for consent to the assignment of rights and obligations by the requesting Party may consider the creditworthiness, financial wherewithal, expertise and experience of the proposed assignee when compared to the requesting Party, in the exercise of reasonable discretion whether to grant or deny consent or approval.

4.8 Terms for Other Response. When this Agreement calls for one Party to notify the other Party of any other election under this Agreement, then the electing Party shall notify the other party of the applicable decision no later than thirty (30) days after the electing Party was notified of its obligation to make such election.

4.9 Governing Law and Alternative Dispute Resolution. This Agreement shall be governed by the laws of the State of North Carolina. It is the Parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions between the Parties, or their authorized designees. If a dispute arises from or relates to this Agreement or a breach thereof and the dispute cannot be resolved through direct discussions, the Parties agree to endeavor to first settle the dispute in an amicable manner by mediation administered by a professional mediator before proceeding to arbitration. All fees and expenses for mediation shall be borne by the Parties equally. However, each Party shall bear the expense of its own counsel, experts, witnesses and preparation and presentation at the mediation. Any arbitrable claim or controversy arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the applicable Arbitration Rules of the American Arbitration Association. The parties hereto agree that any action brought by either party to enforce the terms of this Agreement shall be filed in the Superior Court of Gaston County, State of North Carolina or the Federal Court, Western District of North Carolina, Charlotte Division.

4.10 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

4.11 Agreement to Cooperate. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the Participating Parties hereby agree to cooperate in defending that action; provided, however, each Party shall retain the right to pursue its own independent legal defense.

4.12 No Deemed Waiver. Failure of a Party to exercise any right under this Agreement shall not be deemed a waiver of any such right and shall not affect the right of that Party to exercise at some future time said right or any other right it may have under this Agreement.

4.13 Severability. If any term or provision of this Agreement shall be judicially determined to be void or of no effect, that determination shall not affect the validity of the remaining terms and provisions of this Agreement. The Parties agree that if any provision of this Agreement is judicially determined to be invalid because it is inconsistent with a provision of state or federal law, this Agreement shall be amended to the extent necessary to make it consistent with state or federal law and the balance of the Agreement shall remain in full force and effect.

4.14 Authority. Each Party represents that it has undertaken all actions necessary for approval of this Agreement, and that the person signing this Agreement has the authority to bind City and Developer. Notwithstanding the foregoing, with the approval of this Agreement, City Council hereby delegates to the City Manager the authority to execute any supplemental documents required to effectuate the purposes of this Agreement.

4.15 Representations and Warranties of Developer. Developer represents and warrants to City that:

a) Developer is a valid limited liability company duly organized, validly existing and in good standing under the laws of the State of North Carolina;

b) Developer is duly qualified to do business and is in good standing under the laws of the State of North Carolina;

c) Developer has the full right, power, and authority to enter into this Agreement and to perform its obligations under this Agreement without contravention of any obligation on the part of Developer, whether statutory, contractual or otherwise; and

d) Developer will execute, deliver and perform this Agreement in accordance with all applicable laws and ordinances.

4.16 Representations and Warranties of City. City represents and warrants to Developer that:

a) City has the full right, power, and authority to enter into this Agreement and to perform its obligations under this Agreement without contravention of any obligation on the part of Developer, whether statutory, contractual or otherwise;

b) City will execute, deliver and perform this Agreement in accordance with all applicable laws and ordinances;

c) To the actual knowledge of the City Manager and the City Attorney, no modification of the laws and ordinances applicable to the Property, including land development regulations, is necessary for the Project to conform to those laws and ordinances, other than a rezoning to allow the construction of the warehouse and commissary kitchen;

d) To the actual knowledge of the City Manager or the City Attorney, the Property is not the subject of any litigation, pending or overtly threatened, or other judicial or quasi-judicial procedure which would, if determined unfavorably to the City, settled or otherwise resolved by the City, result in any financial liability on the part of Developer or interfere with the development of the Project;

e) To the actual knowledge of the City Manager or the City Attorney, the Property is not the subject of any procedure for the taking of the Property by eminent domain, in whole or in part, pending or overtly threatened by the City or any other governmental authority with the power of eminent domain;

f) To the actual knowledge of the City Manager or the City Attorney, no one has made any claim to title to the Property, in whole or in part, superior to the claim of the City by virtue of its chain of title;

g) To the actual knowledge of the City Manager or the City Attorney, the City has not received any notice from any governmental agency, state, federal or local, that the Property is in violation of or the subject of an investigation regarding the potential violation of any Laws and Ordinances, including laws of the United States or the State regarding the presence, storage, transport, spillage, removal or remediation of hazardous or harmful substances on the Property, or the presence, storage, transport, spillage, removal or remediation of hazardous or harmful substances on properties adjacent to the Property as a result of their origination on or passage through the Property; and

h) City represents that there is water and wastewater sewer service to the Property.

4.17 Continuing Obligation. From time to time after the Closing Date, through the date of termination of the Restriction Period, the Parties will execute additional instruments of assignment, lease, license, conveyance and other documents and take such other actions that are reasonably necessary to further the purposes of this Agreement.

4.18 Immunity Not Waived. City does not intend to waive its sovereign immunity by reason of this Agreement; provided, however, that the City acknowledges and agrees that by entering into this Agreement, governmental immunity shall not be a valid defense to a breach of contract claim brought under this Agreement.

4.19 Release of Information. City and Developer acknowledge that this Agreement is subject to disclosure under the North Carolina Public Records Act, NCGS § 132-1 et seq. (the "Act"), except for information that is excluded from the disclosure requirements of the Act pursuant to NCGS § 132-1.2. Nothing in this Agreement precludes either party from discussing the terms of this Agreement or its work product with its attorneys, accountants, consultants, contractors, or potential lenders or investors, or prevents the holding of public City meetings in compliance with applicable laws.

4.20 Representations, Warranties and Indemnity Regarding Brokers.

a) City represents to Developer that no real estate broker or agent has rendered a service or represented City in connection with this Agreement or the transaction contemplated in this Agreement for which any brokerage commission or fee is due, other than Sam Kline of Coldwell Banker MECA.

b) Developer represents to City that no real estate broker or agent has rendered a service or represented Developer in connection with this Agreement or the transaction contemplated in this Agreement for which any brokerage commission or fee is due.

c) City and Developer covenant and agree, each to the other, to indemnify the other against any claims based upon or arising out of the employment or use by the indemnifying party of any real estate broker, agent or finder in connection with the purchase and sale of the Property. This Section 4.20 shall survive Closing or any earlier termination of this Agreement.

4.21 IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY (OR TO ANY THIRD PARTY, WHETHER OR NOT CLAIMING THROUGH THAT OTHER PARTY) FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER).

4.22 Non-Appropriation. No provision of this Agreement shall be construed or interpreted as creating a pledge of the faith and credit of the City within the meaning of any Constitutional debt limitation. No provision of this Agreement shall be construed or interpreted as creating a pledge of the faith and credit of the City within the meaning of the Constitution of the State of North Carolina. No deficiency judgment may be rendered against the City in any action for breach of a contractual obligation under this Agreement and the taxing power of the City is not and may not be pledged directly or indirectly to secure any moneys due under this Agreement. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of the City's moneys. To the extent of any conflict between this Section and any other provision of this Agreement, this Section shall take priority.

4.23 Amendment. This Agreement shall not be modified or amended in any respect except by a written instrument executed by the Parties.

4.24 Iran Divestment Act Certification. Developer certifies that, if it submitted a successful bid for this Agreement, then as of the date it submitted the bid, Developer was not identified on the Iran List. If it did not submit a bid for this Agreement, Developer certifies that as of the date that this Agreement is entered, Developer is not identified on the Iran List. It is a material breach of this Agreement for Developer to be identified on the Iran List during the term of this Agreement or to utilize on this Agreement any contractor or subcontractor that is identified on the Iran List. In this Iran Divestment Act Certification section — “Iran List” means the Final Divestment List — Iran, the Parent and Subsidiary Guidance List — Iran, and all other lists issued from time to time by the N.C. State Treasurer to comply with N.C.G.S. §143C-6A-4 of the N.C. Iran Divestment Act.

4.25 Survival. All representations, warranties and obligations of the Parties in this Agreement shall survive the consummation or performance of the various transactions contemplated in this Agreement for the respective terms necessary for each of the Parties to realize the benefits contemplated by this Agreement and to enforce the rights provided for in this Agreement.

4.26 Recitals and Exhibits. The Recitals of this Agreement and the Exhibits attached hereto are integral and essential components of this Agreement.

4.27 Defined Terms. All capitalized terms in this Agreement shall have the meaning ascribed to them in this Agreement unless the context clearly indicates another meaning. All terms not defined in this Agreement shall have the usual and customary meaning ascribed to them and found in any modern English dictionary.

[**SIGNATURES APPEAR ON FOLLOWING PAGES**]

IN WITNESS WHEREOF, the Parties hereby set their hands and seals, effective the date first above written.

CITY OF MOUNT HOLLY, NORTH CAROLINA
[SEAL]

____
Jonathan Blanton, City Manager

ATTEST:

____
Tara Douglas, City Clerk

Approved as to form:

____
Marie M. Anders, City Attorney

STATE OF NORTH CAROLINA
COUNTY OF GASTON

I, __________________________________, a Notary Public of the State and County aforesaid, certify that Tara Douglas personally came before me this day and acknowledged under seal that she is City Clerk of the City of Mount Holly, and that by authority duly given and as the act of the Council, the foregoing instrument was signed in its name by its City Manager, sealed with its corporate seal and attested by herself as its City Clerk.

WITNESS my hand and official seal, this _____ day of _____________, 2025.

____
Notary Public

My commission expires: _______________

[**SIGNATURES CONTINUE ON FOLLOWING PAGE**]

IN WITNESS WHEREOF, the Parties hereby set their hands and seals, effective the date first above written.

RTR PROPERTY MANAGEMENT, LLC,
a North Carolina limited liability company

By: ___________________________(SEAL)
Billy Rick, Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF GASTON

I, the undersigned, a Notary Public of _______________ County and State aforesaid, do hereby certify that Billy Rick personally came before me this day and acknowledged under seal that he is Member/Manager of RTR PROPERTY MANAGEMENT, LLC, a North Carolina limited liability company, and acknowledged, on behalf of the company, the due execution of the foregoing instrument. Witness my hand and official stamp or seal, this the _____ day of ____________________, 2025.

____
Notary Public

My commission expires: ______________________

<u>EXHIBIT A</u>
PROPERTY DESCRIPTION

City of Mount Holly, Riverbend Township, Gaston County, North Carolina:

BEGINNING at the corner of the Town Hall lot on the easterly margin of South Main Street and runs thence with said Town Hall lot line South 87 East 264 feet to a corner of said Town Hall lot; thence South 3 West 40 feet to a concrete monument, a corner of the First Presbyterian Church property; thence with a line of said First Presbyterian Church property at right angles and parallel with first line North 87 West 264 feet to a point in the eastern margin of South Main Street; thence with the easterly margin of South Main Street, North 3 East 40 feet to the BEGINNING.

Deed reference: Deed Book 958, Page 614.
PID: 123809

EXHIBIT B
DEVELOPMENT PLAN

Developer intends to design and build (i) an approximately 1,200 square feet restaurant shell for occupancy by an anchor tenant on the main or ground level, and (ii) approximately 5,868 square feet of individual office spaces for occupancy by tenants in the basement level, main level, and a common area/lobby at the entrance of the main level from South Main Street to provide access to both the main level and the basement level on property currently owned by the City of Mount Holly containing approximately 0.24 acres and located at 131 South Main Street, Mount Holly, North Carolina, which property will be purchased from the City of Mount Holly. Developer reserves the right to increase the square footage of the restaurant shell and decrease the square footage of the individual office spaces accordingly during Developer's design process. The Project shall be developed substantially in accordance with plans and specifications to be prepared by Developer. Construction will be completed pursuant to the construction schedule set forth in the Development Agreement, and the Project shall be subject to certain restrictions set forth in the Deed for the property to be delivered to Developer by the City of Mount Holly at closing.

After the Development Agreement is finalized and signed, Developer will engage an architect, engineer or similar design professional to design and estimate the costs of the Project.

EXHIBIT C

SPECIAL WARRANTY DEED

NORTH CAROLINA SPECIAL WARRANTY DEED

Excise Tax: $exempt
Tax Parcel ID#: 123809
Mail after Recording to: Grantee, ____
Prepared by: Marie M. Anders, Atty., Michael, Elting, & Anders, PLLC, 124 W. Catawba Ave., Mount Holly, NC 28120 NO TITLE SEARCH BY PREPARER
Property Address: 131 South Main St., Mount Holly, NC 28120
The property conveyed is NOT the primary residence of the Grantor

THIS DEED, made this _______ day of _________________, 2025, by and between

CITY OF MOUNT HOLLY
(a North Carolina Municipal Corporation)
400 East Central Avenue, Mount Holly, NC 28120,
Party of the first part, Grantor herein,

And

RTR PROPERTY MANAGEMENT LLC
(a North Carolina limited liability company),
125 S. Main St., Mount Holly, NC 28120,
Party of the second part, Grantee herein,

(The designation Grantor and Grantee as used herein shall include such parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.)

WITNESSETH:

THAT, the Grantor, for a valuable consideration paid to it by the Grantee, the receipt of which is hereby acknowledged, has bargained and sold and by these presents does grant, bargain, sell and convey unto the Grantee, its heirs, successors, and assigns, in fee simple, all that certain lot or parcel of land situated in City of Mount Holly, Riverbend Township, Gaston County, North Carolina, and more particularly described as follows:

See attached sheet marked “Exhibit A” for description incorporated herein by reference.

BEING the full contents of the property conveyed to the Grantor herein by Deed recorded in Book 958, Page 614, Gaston County Public Registry.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee and its heirs, successors, and assigns, in fee simple forever.

And the Grantor covenants with the Grantee that Grantor is seized of said premises in fee and has the right to convey the same in fee simple; that it has done nothing to impair such title as Grantor received, and that Grantor will warrant and defend the title to the same against the lawful claims of all persons claiming by, under or through Grantor, other than the following exceptions:

1. Subject to all covenants, restrictions, reservations, easements, conditions, and rights appearing of record; and subject to any matters that a current and accurate survey would reveal.
2. Grantee shall comply with the following terms, provisions, conditions, covenants, and requirements entered into by and between the parties hereto, which terms, provisions, conditions, covenants, and requirements shall be covenants of this deed and this conveyance, running with the land until such time as the same may be terminated or may expire as provided for herein.
    a. Grantee shall redevelop ("Redevelopment") the Property and cause to be issued a final Certificate of Occupancy within thirty-six (36) months of the day and year first above written in accordance with a Development Agreement ("Development Agreement") entered into by the parties hereto dated _________________, as amended from time to time, and incorporated herein by reference.
    b. Grantee shall comply with the zoning ordinance for the City, as the same may be amended.
    c. Grantee shall close, within twelve (12) months of the day and year first above written, on a construction loan ("Construction Loan") or other financing approved by the City Manager that allows periodic withdrawals based upon completion of the work in furtherance of the Redevelopment.
    d. Until the Redevelopment is complete and a final Certificate of Occupancy is issued in accordance with the Development Agreement (the "Restriction Period"), Grantee shall not permit, suffer, or allow any mortgage, loan, or other lien whatsoever to be held by any mortgagee or other lien holder against the Property and will not enter or be a party to any type of financing, transaction, or other relationship that would result in a lien against the Property except for the Construction Loan, or a permanent loan that refinances the Construction Loan ("Permanent Loan").
    e. Until the Redevelopment is complete a final Certificate of Occupancy is issued, and the Restriction Period has ended, Grantee shall not sell or transfer, except in accordance with the terms and conditions of the Development Agreement, all or any part of the Property or any interest in the Property. A sale or transfer means the conveyance of the Property or any right, title or interest in the Property. If Grantee is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests, or limited liability company interests, as the case may be, of Grantee.

f. Grantor herein RESERVES the FIRST RIGHT OF REFUSAL to purchase the above-described property. This first right of refusal may be exercised by Grantor upon the same terms and at the lowest sales price which Grantee is willing to accept from a third-party bona fide purchaser. The first right of refusal also includes an offer for any purchase of more than twenty-five percent (25%) of the voting stock, partnership interests, or limited liability company interests, as the case may be, of Grantee. A copy of a written offer from such bona fide purchaser shall be mailed by certified mail return receipt requested to Grantor, who shall have thirty (30) days from the mailing of such notice to exercise its right of refusal by notifying Grantee in writing of its acceptance of the terms of said offer. Grantor shall thereafter have thirty (30) days to complete the sale in accordance with the offer, or such time to close as was specified in the offer, whichever is later. The notice to Grantor shall be deemed complete upon mailing as set forth above to the following address: City of Mount Holly, c/o City Manager, P.O. Box 406, Mount Holly, NC 28120. Grantor may change this address by actual delivery of notice thereof to Grantee. If Grantor does not elect to exercise its option and if the proposed transaction giving rise to the option does not close within one hundred eighty (180) days of the mailing of such offer to Grantor, then notice must once again be provided to Grantor of any proposed sale as described above, and its option is thereby renewed. This first right of refusal shall not arise upon the conveyance, by gift or for a valuable consideration, of the above-described property or any part thereof to entities within the control of the same principal(s) as those of the Grantee or directly to the principal(s) of the Grantee for the purposes of financing or other legal, tax or business matters, but any such transfer shall be subject to this first right of refusal which shall continue to be binding upon the property. This first right of refusal shall not arise upon any intervivos or testamentary transfer to any spouse or lineal descendant of the principal(s) of Grantee, but any such transfer shall be subject to this first right of refusal which shall continue to be binding upon the property. The preemptive rights set forth herein shall be subordinate to any mortgages, deeds of trust or other encumbrances. The preemptive rights set forth herein shall not arise upon the conveyance of easements across any portion of the subject property. If not sooner terminated, the preemptive rights set forth herein shall expire and be void and of no further effect if not exercised within eighty-four (84) months after the day and year first above written. The preemptive rights set forth herein once waived as to any one proposed sale subject to the first right of refusal which is completed are thereafter terminated as to any and all subsequent transfers involving any or all of the subject property.

g. These restrictions, covenants, and conditions shall run with the land and bind Grantee, Grantee's administrators, successors, and assigns, unless and until the same are terminated by instrument of Grantor duly recorded in the Register of Deeds. Notwithstanding the foregoing, if an institutional lender or other purchaser of the Property obtains title to the Property as a result of foreclosure of the Construction Loan or the Permanent Loan (or by a deed of conveyance in lieu thereof), such acquirer of title, his/her successors and assigns, shall not be bound by these restrictions, covenants, or conditions. If not sooner terminated, these restrictions, covenants, and conditions shall expire and be void and of no further effect after eighty-four (84) months after the day and year first above written.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on this ____ day of ________________________, 2025.

CITY OF MOUNT HOLLY

By: ____ (SEAL)
David Moore, Mayor

Attest:

____
City Clerk

STATE OF NORTH CAROLINA

NOTARY ACKNOWLEDGMENT

COUNTY OF GASTON

I, ___________________________, a Notary Public in and for said County and State, do hereby certify that David Moore personally came before me this day and acknowledged that he is Mayor of the CITY OF MOUNT HOLLY, a North Carolina municipal corporation, and that by authority duly given and as the act of the City Council of the City of Mount Holly, NC, the foregoing instrument was signed in its name by David Moore as its Mayor, sealed with its corporate seal, and attested by Tara Douglas as its City Clerk.

Witness my hand and notarial seal, this _______ day of _____________, 20___.

____
Notary Public

My commission expires: _________________

(seal)

EXHIBIT “A”

City of Mount Holly, Riverbend Township, Gaston County, North Carolina:

BEGINNING at the corner of the Town Hall lot on the easterly margin of South Main Street and runs thence with said Town Hall lot line South 87 East 264 feet to a corner of said Town Hall lot; thence South 3 West 40 feet to a concrete monument, a corner of the First Presbyterian Church property; thence with a line of said First Presbyterian Church property at right angles and parallel with first line North 87 West 264 feet to a point in the eastern margin of South Main Street; thence with the easterly margin of South Main Street, North 3 East 40 feet to the BEGINNING.

Deed reference: Deed Book 958, Page 614.
PID: 123809

Tara Douglas <tara.douglas@mtholly.us>

Thank you for placing your order with us.

1 message

Gastonia Legals <GastonLegals@gannett.com> Tue, Aug 12, 2025 at 11:01 AM
To: tara.douglas@mtholly.us
Cc: shelly.stewart@mtholly.us

THANK YOU for your ad submission!

This is your confirmation that your order has been submitted. Below are the details of your transaction. Please save this confirmation for your records.

We appreciate you using our online self-service ads portal, available 24/7. Please continue to visit Gastonia Gaston Gazette's online Classifieds HERE to place your legal notices in the future.

Deadlines vary by publication, changes and/or cancellations may not be honored due to deadline restrictions.

Job Details

Order Number: **LWLM0351247**
Classification: Govt Public Notices
Package: General Package
Additional Options: 1 Affidavit $5.00
Total payment: $113.10

Schedule for ad number LWLM03512470

Fri Aug 15, 2025
Gastonia Gaston Gazette *All Zones*

Account Details

City Of Mount Holly
P.O. Box 406
Mt. Holly, NC � 28120
704-827-3931
tara.douglas@mtholly.us

NOTICE OF INTENT TO HOLD A PUBLIC HEARING ON THE QUESTION OF AN ECONOMIC DEVELOPMENT CONVEYANCE TO SELL 131 SOUTH MAIN STREET, MOUNT HOLLY, NC, FOR REDEVELOPMENT UNDER NCGS 158-7.1

The public will take notice that the City Council of the City of Mount Holly intends at its regular Council meeting at 6:30 PM on the 25th of August, 2025, at the Mount Holly Municipal Complex, 400 E. Central Avenue, Mount Holly, NC, 28120, to hold a public hearing on the question of approving a contract to sell the property owned by the City located at 131 South Main Street, Mount Holly, NC, having tax parcel number 123809, to RTR Property Holdings LLC, through private negotiation for industrial or commercial use as economic development property under NCGS 158-7.1. The interest to be conveyed is fee simple. The value of the

simple. The value of the interest is believed to be $525,000.00 based upon a written appraisal. The proposed consideration is $600,000.00. The City Council of the City of Mount Holly intends to approve this conveyance as described herein after the public hearing, which is the subject of this notice. Jonathan Blanton, City Manager
August 15 2025
LWLM0351247

noname
418K

Regular Meeting
Agenda Action Form

Meeting Date	From
August 25, 2025	Jonathan Blanton, City Manager City Management

NEW BUSINESS Item # 1

City Manager Report

Will this require a public hearing?

No

Background/Purpose of Request

Update from the City Manager.

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