February 10, 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

February 10, 2025 | 7:00 PM
Municipal Complex - Council Chambers
400 East Central Avenue
Mount Holly, NC 28120

CALL TO ORDER

INVOCATION: : Pastor Kara Stewart Good Shepherd Lutheran

PLEDGE OF ALLEGIANCE: : Boy Scout Troop #59

SET THE AGENDA

CONSENT AGENDA

1. Call for a Public Hearing to Rezone Parcel #s 218759 & 218760 from HI (Heavy Industrial)-to B-3 (General Business).
2. Call for a Public Hearing to consider rezoning a portion of a 2.13-acre tract of land, located at 501 Belmont-Mount Holly Road, Tax Parcel ID # 183899, from R-12 Single Family to B-3 General Business, as submitted by Billy Rick.
3. Approval of Mooreland Oaks Bond Reduction
4. Approval of Release of Two Liens for Nuisance Abatement
    - 515 Cherry Street-Parcel ID# 181793
    - 511 Cherry Street-Parcel ID# 181795
5. Approval of a Resolution Declaring Conveyance of Property:1999 Fire Truck and Old Equipment
6. Approval of Minutes - January 27, 2025 Council Work Session Meeting
7. Approval of Minutes - January 27, 2025 Closed Session Meeting

PRESENTATIONS

1. Swearing in of Fire Training Captain Kevin Baynard and Firefighter Brandon Clingerman

   Ryan Baker
2. Consideration & Approval of the Works that will be Installed in the Outdoor Gallery

   Paul Lowe

PUBLIC HEARING

1. Consideration of a proposed installment contract between the City of Mount Holly and Dean N. Stroupe Family Limited Partnership.

   Jonathan Blanton

PUBLIC COMMENT – Three (3) Minute Limit

City of Mount Holly
City Council
Regular Meeting

February 10, 2025 | 7:00 PM
Municipal Complex - Council Chambers
400 East Central Avenue
Mount Holly, NC 28120

NEW BUSINESS

1. Consideration of a request by Jacob Jordan to approve water utilities as an outside customer to 107 Riverside Drive, Gaston County Tax Parcel ID # 176293

Jon Ford

2. City Manager Report
    1. Update on offers received for 131 S. Main Street

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
February 10, 2025	Paul Lowe, Assistant Planning Director Planning

CONSENT AGENDA Item # 1

Call for a Public Hearing to Rezone Parcel #s 218759 & 218760 from HI (Heavy Industrial)-to B-3 (General Business).

Will this require a public hearing?

Yes

Background/Purpose of Request

Staff is seeking approval of this call to rezone parcel # 218759 & 218760 from HI (Heavy Industrial) to B-3 (General Business). This would be a staff initiated rezoning of two important parcels on the City's western entranceway. Staff feels that having both of these properties being zoned commercial would best position the City to attract new development, while preserving the visual appeal of a major gateway, and achieving the goals of the future land use plan. On the latter point, these properties are partially located in the Community Corridor use type, which seeks to encourage the development of retail and service uses, and limited residential. Again, staff feels that the proposed zoning would help to foster increased development in this area of the City-while meeting land use plan goals. If this call is approved, the City Council would consider this request at your March 10th meeting, while the Planning Commission would hold a hearing on this case at their March 3rd meeting.

Fiscal Impact

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

Manager/Staff Recommendation

Staff recommends approving the call, and setting the public hearing for the City Council's March 10th meeting. The Planning Commission would hear this case at their March 3rd meeting, if the call is approved.

Attachments

1. Rezoning Application Packet

MOUNT HOLLY
PLANNING AND DEVELOPMENT

Planning Commission Rezoning Application

Date Submitted: 1/30/2025

Fee: 2-Acres or less **$300.00 NA**_____
2-10 Acres **$400.00** ________
10 +Acres **$600.00** ________

Case Number: R-25-2

Provide the required information as indicated below. *Pursuant to the Zoning Ordinance, this application will not be processed until application fees are paid; the form below is completed & signed; & all required maps, plans & documents have been submitted to the satisfaction of the Administrator. A pre application meeting with Planning staff is required. Scheduling for the Planning Commission agenda will be based on the determination of a complete application submittal.*

Pursuant to Section 14.2 B-2 of the Zoning Ordinance, the undersigned herby requests Mount Holly to rezone the property described below from the__HI____________zoning district to the ________B-3________________ zoning district. Said property is located 801W Central Ave & Parcel # 218760 with no assigned address, but is located southeast of the intersection of W Central Ave & W Chlt Ave in Riverbend Township; Being a total of: 18.15 acres. Further referenced by the Gaston County Tax Department as:

Tax Parcel # 218759 Tax Parcel # ___ ___ ___ ___ ___ ___

Tax Parcel # 218760 Tax Parcel # ___ ___ ___ ___ ___ ___

Tax Parcel # ___ ___ ___ ___ ___ ___ Tax Parcel # ___ ___ ___ ___ ___ ___

Check One:

☒ The property requested for rezoning is an entire parcel or parcels as shown on the Gaston County Tax Map.

The property requested for rezoning is a portion of a parcel or parcels as shown on the Gaston County Tax Map; a written legal description of the property and/or a map are attached.

Check One:

☐ The applicant is the property owner(s)

☐ The applicant is an agent representing the property owner(s); the letter of property owner permission is attached.

☐ The applicant has an option to purchase or lease the property; a copy of the offer to purchase or lease to be submitted if the owner's signature is not provided (financial figures may be deleted).

☒ The applicant has no connection to the property owner and is requesting a third-party rezoning.

I hereby agree to conform to all applicable laws of the City of Mount Holly and the State of North Carolina and certify that the information provided is complete and accurate to the best of my knowledge. I acknowledge that by filing this application, representatives from Mount Holly Planning and Development may enter the subject property for the purpose of investigation and analysis of this request.

YOU OR SOMEONE REPRESENTING YOU MUST BE PRESENT AT THE PUBLIC HEARING

Submitted by

Property Owner	Representative/Applicant
Property Owner Signature:	Representative/Applicant Signature (if applicable): *Paul Lowe, for the City of Mount Holly*
Name:	Name: Paul Lowe
Mailing Address:	Mailing Address: 400 E Central Ave
City, State and Zip Code:	City, State and Zip Code: Mount Holly, NC 28120
Phone Number / Email Address:	Phone Number: 704-951-3014 Email Address: paul.lowe@mtholly.us

COMMUNITY CORRIDOR

The Community Corridor areas serve as primary connections to Downtown. These areas link the City's key gateways, commercial nodes, major employers, local destinations, and neighborhoods. The design and performance of the Community Corridor areas is important to the entire community and will vary based on the surrounding context of corridor segments. Community Corridor areas should have a more unified approach that improves both aesthetics and economic viability by focusing more intense commercial/mixed-use nodes at key intersections with transitional uses between nodes and as a buffer to adjacent residential areas.

Intent

- Incorporate neighborhood-serving commercial uses (e.g., grocery stores, restaurants, shops, and services).
- Link neighborhoods to destinations in Mount Holly and draw people from the edges of Mount Holly to the community core.
- Balance access and mobility with a design that emphasizes good esthetics and safety for all users.
- Promote smaller-scale development that contributes to quality small-town character.

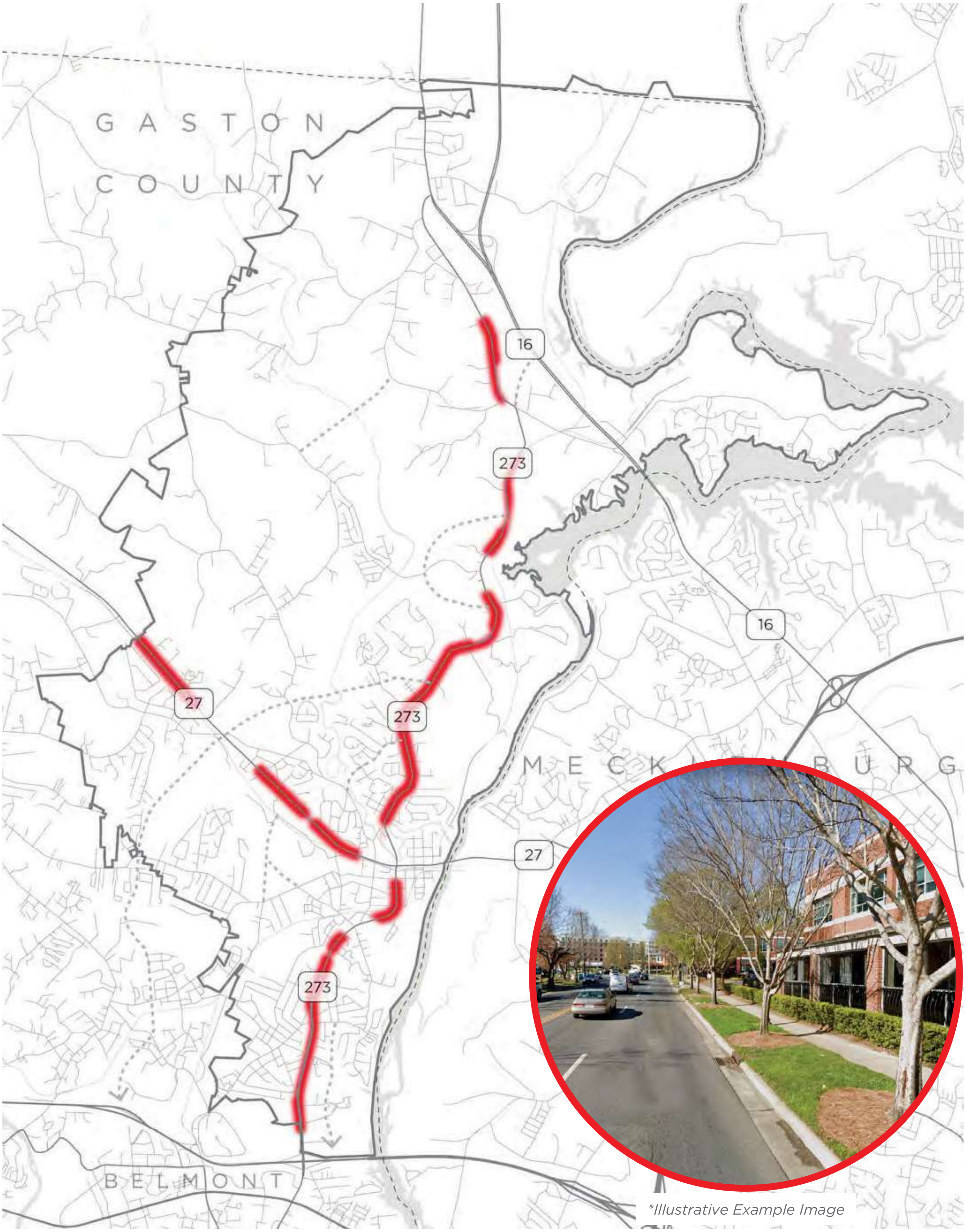
Typical Uses

Primary		Secondary
Retail	Service	Residential
Office		Institutional

Characteristics

Land Use	Land Use Mix	*Commercial fronting public street* *Residential one block back from public street*
	Building Form	*Front facade adjacent to public sidewalk*
	Building Height (typical)	*35'*
	Residential Density	*n/a*
	Non-Residential Intensity	*No Limit*
	Lot Coverage (typical)	*50% Commercial | 30% Residential*
Transportation	Transportation Options	*Auto, Bicycle, Pedestrian*
	Access & Connectivity	*Sidewalks, Limit Curb Cuts*
	Parking Provision	*On-Site, side & rear only*

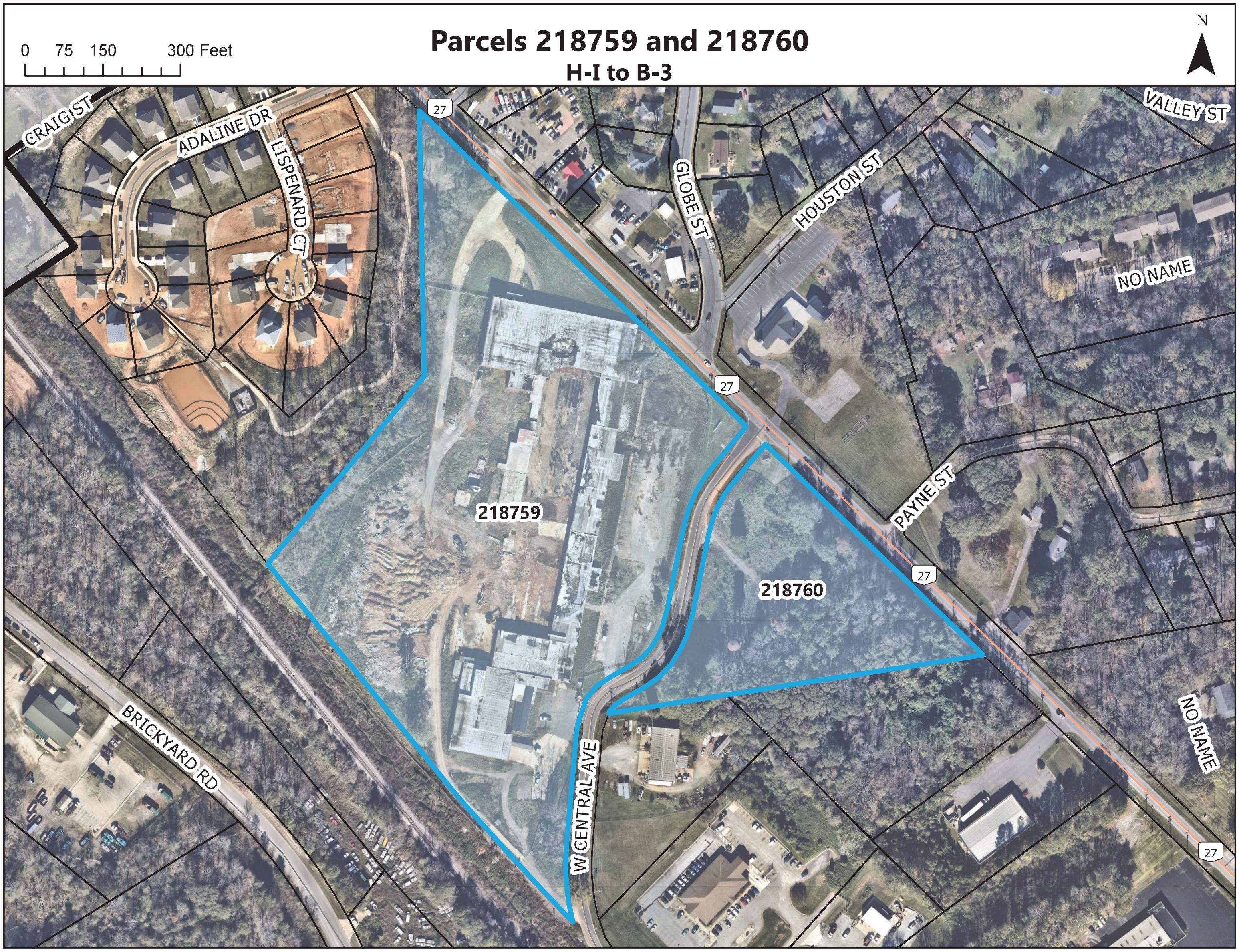
PLACE TYPE LOCATION MAP



The red area is the community corridor place type, and the yellow area is the neighborhood residential place type.

Parcels 218759 and 218760

H-I to B-3



Regular Meeting
Agenda Action Form

Meeting Date	From
February 10, 2025	Greg Beal, Planning Director Planning

CONSENT AGENDA Item # 2

Call for a Public Hearing to consider rezoning a portion of a 2.13-acre tract of land, located at 501 Belmont-Mount Holly Road, Tax Parcel ID # 183899, from R-12 Single Family to B-3 General Business, as submitted by Billy Rick.

Will this require a public hearing?

Yes

Background/Purpose of Request

At last month's City Council meeting, Council, by unanimous vote, approved a rezoning of a portion of this 2.13-acre tract of land to create three (3) residential lots, located in the rear of the existing home, which will be remolded into a commercial office space for a business. At the conclusion of the meeting, the potential business owner, who is under contract with Mr. Rick, noted that he wanted to buy Lot 3 on the attached survey for business use. This requires another rezoning, as Council had just approved rezoning this lot to residential. This rezoning would see Lot 3 rezoned to B-3, from R-12, and recombined with Lot 4 (existing home) for business use. Lot 1 and Lot 2 will remain residential with plans underway to construct nice infill housing.

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

Planning staff recommends calling for public hearings to consider this rezoning application on March 3rd at 6:30 PM before the Planning Commission and on March 10th at 7:00 PM before City Council.

Attachments

1. 501 Belmont-Mount Holly Rd._Rezoning Application (March 2025)

2. 501 Belmont-Mount Holly Rd._Survey Recomb

MOUNT HOLLY
PLANNING AND DEVELOPMENT

Planning Commission
Rezoning Application

Date Submitted: 01/28/25

Fee: 2-Acres or less **$300.00** X
2-10 Acres **$400.00** ________
10 +Acres **$600.00** ________

Case Number ________________________

Provide the required information as indicated below. *Pursuant to the Zoning Ordinance, this application will not be processed until application fees are paid; the form below is completed & signed; & all required maps, plans & documents have been submitted to the satisfaction of the Administrator. A pre application meeting with Planning staff is required. Scheduling for the Planning Commission agenda will be based on the determination of a complete application submittal.*

Pursuant to Section 14.2 B-2 of the Zoning Ordinance, the undersigned herby requests Mount Holly to rezone the property described below from the R12 zoning district to the B3 zoning district.

Said property is located 501 Belmont Mt Holly Rd

in Southpoint Township; Being a total of: .8996 acres.

Further referenced by the Gaston County Tax Department as:

Tax Parcel # 183899 Tax Parcel # ___ ___ ___ ___ ___ ___ ___

Tax Parcel # ___ ___ ___ ___ ___ ___ ___ Tax Parcel # ___ ___ ___ ___ ___ ___ ___

Tax Parcel # ___ ___ ___ ___ ___ ___ ___ Tax Parcel # ___ ___ ___ ___ ___ ___ ___

Check One:

- [X] The property requested for rezoning is an entire parcel or parcels as shown on the Gaston County Tax Map.
- [ ] The property requested for rezoning is a portion of a parcel or parcels as shown on the Gaston County Tax Map; a written legal description of the property and/or a map are attached.

Check One:

- [X] The applicant is the property owner(s)
- [ ] The applicant is an agent representing the property owner(s); the letter of property owner permission is attached.
- [ ] The applicant has an option to purchase or lease the property; a copy of the offer to purchase or lease to be submitted if the owner's signature is not provided (financial figures may be deleted).
- [ ] The applicant has no connection to the property owner and is requesting a third-party rezoning.

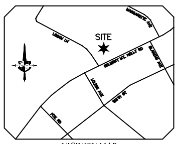
I hereby agree to conform to all applicable laws of the City of Mount Holly and the State of North Carolina and certify that the information provided is complete and accurate to the best of my knowledge. I acknowledge that by filing this application, representatives from Mount Holly Planning and Development may enter the subject property for the purpose of investigation and analysis of this request.

YOU OR SOMEONE REPRESENTING YOU MUST BE PRESENT AT THE PUBLIC HEARING

Submitted by

Property Owner Signature: [signature]	Representative/Applicant Signature (if applicable):
Name: RTR Renovations, LLC - Billy Rick	Name:
Mailing Address: PO Box 1	Mailing Address:
City, State and Zip Code: Mt. Holly, NC 28120	City, State and Zip Code:
Phone Number: 704-506-4846	Phone Number:
Email Address: billy.rick@rtrrenovations.com	Email Address:

Additional sheets for tax parcels and signatures are available upon request.



VICINITY MAP
NOT TO SCALE

SURVEYOR'S CERTIFICATE:

STATE OF NORTH CAROLINA
COUNTY OF GASTON
I, THE UNDERSIGNED SURVEYOR, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED REFERENCE); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION AS REFERENCED ON THE FACE OF THIS PLAT; THAT THE RATIO OF PRECISION AS CALCULATED EXCEEDS 1: 10,000 LINEAR FEET; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS DAY OF , A.D., 2023.

PRELIMINARY
NOT FOR RECORDATION,
CONVEYANCES OR SALES

PROFESSIONAL LAND SURVEYOR *DATE*

SURVEYOR'S CERTIFICATE:

I, MICHAEL L. CLONINGER, A PROFESSIONAL LAND SURVEYOR, NCPLS L-4430 CERTIFY TO ONE OR MORE OF THE FOLLOWING:

- ☐ *A. THAT THIS PLAT IS OF A SURVEY THAT CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.*
- ☐ *B. THAT THIS PLAT IS OF A SURVEY THAT IS LOCATED IN SUCH PORTION OF A COUNTY OR MUNICIPALITY THAT IS UNREGULATED AS TO ORDINANCE THAT REGULATES PARCELS OF LAND.*
- ☐ *C. THAT THIS PLAT IS OF A SURVEY OF AN EXISTING PARCEL OR PARCELS OF LAND.*
- ☒ *D. THAT THIS PLAT IS OF A SURVEY OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT ORDERED SURVEY OR OTHER EXCEPTIONS TO THE DEFINITION OF A SUBDIVISION.*
- ☐ *E. THAT THE INFORMATION AVAILABLE TO THIS SURVEYOR IS SUCH THAT I AM UNABLE TO MAKE A DETERMINATION TO THE BEST OF MY PROFESSIONAL ABILITY AS TO PROVISIONS CONTAINED IN (A) THROUGH (D) ABOVE.*

Michael L Cloninger NCPLS L-3190

REGISTER OF DEEDS

FILED FOR REGISTRATION ON DAY OF A.D., 20 AT _______ O'CLOCK _______., AND REGISTERED IN THE OFFICE OF REGISTER OF DEEDS, GASTON COUNTY, N.C.

IN BOOK_______ PAGE _______
BY:
ASSISTANT REGISTER OF DEEDS

NORTH CAROLINA
GASTON COUNTY
I, , REGISTER OF DEEDS, IN AND FOR THE AFORESAID COUNTY AND STATE HEREBY CERTIFY THIS TO BE A TRUE COPY OF DOCUMENT WHICH IS RECORDED IN BOOK _________, PAGE_________, WITNESS MY HAND AND SEAL OF OFFICE THIS DAY OF . 20

BY:____________________________
ASSISTANT/DEPUTY

CERTIFICATE OF CITY COUNCIL APPROVAL

APPROVED FOR THE RRECORDING BY THE CITY OF MOUNT HOLLY, NC CITY COUNCIL ON THE ______ DAY OF _________ 2025 PURSUANT TO AUTHORITY OF ARTICLE II OF THE SUBDIVISION ORDIANCE. MUST BE RECORDED WITHIN THIRTY DAYS OF THIS DATE.

CITY CKERK

CERTIFICATE OF ZONING APPROVAL

THIS PLAT MEETS ALL THE REQUIREMENTS OF THE CITY OF MOUNT HOLLY ZONING ORDINANCE, SIGNED

THE ________DAY OF 2025.

PLANNNG AND DEVELOPMENT DIRECTOR

CORPORATE OWNER
Know all men by these present that ______________________certifies that he is the President or Vice President of ___________________and that this corporation as the owner of the property so indicated hereon, and that is does hereby dedicated to public use as streets, alleys, walks, parks, playgrounds, open spaces, and easements forever for all areas as shown or indicated on said plat.
This, The_______________Day of____________, Year _____________

(name of corporation)
(affix corporate seal)
Attest

President or Vice President

(Ass't) Secretary, (Asst.) Cashier

North Carolina
____________ County

This day _______________________personally came before me who being by me duly sworn, says that he is the (Vice) President of ________________________, and that the foregoing instrumnet in writing is the corporate seal of the company and that said writing was signed and sealed by him on behalf of the corporation, By its authority duly given, and he acknowledged the said writing to be the act and deed ot the corporation.

Witness My hand and Notarial Seal, The Day of _______________ Year ______.

Notary Public
My Commission Expires:_______________

NOTES:

1.) BUILDING SETBACK LINES ARE AS SHOWN HEREON.
PROPERTY IS ZONED R-12SF AND B-3
15' FROM FRONT LOT LINE OR ROAD R/W
25' FROM REAR LOT LINE
0' FROM SIDE LOT LINE

R-12 ZONE SETBACKS
35' FROM FRONT LOT LINE OR ROAD R/W
30' FROM REAR LOT LINE
12' FROM SIDE LOT LINE

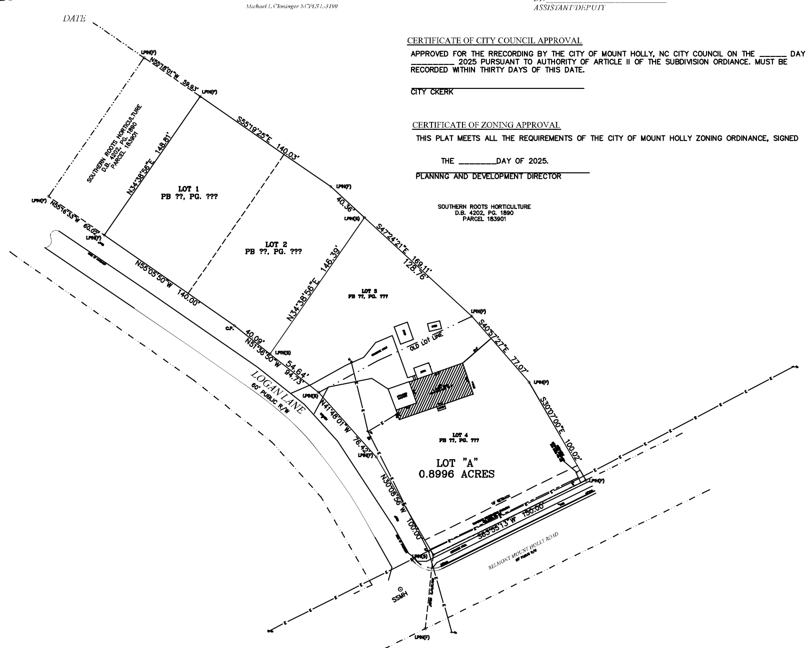
2.) DENOTES CONTROL CORNER

3.) · DENOTES IRON PIN (AT ALL LOT CORNERS).

4) PROPERTY IS NOT WITHIN 2000' OF AN NCGS MONUMENT

5) ALL DISTANCES HORIZONTAL GROUD UNLESS OTHERWISE NOTED

6) PROPERTY LOCATED WITHIN THE SOUTH FORK WATERSHED.



REVIEW OFFICER:

I, REVIEW OFFICER OF GASTON COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER *DATE*

NOTES: SURVEY MADE USING EXISTING PHYSICAL EVIDENCE FOUND AT TIME OF SURVEY.

SUBJECT PROPERTY MAY BE SUBJECT TO RECORDED OR UNRECORDED EASEMENTS, RIGHT-OF-WAYS, SETBACKS AND/OR RESTRICTIVE COVENANTS NOT SHOWN HEREON.

LEGEND
LINES SURVEYED
LINES NOT SURVEYED
ALL CORNERS ARE AS NOTED
N.T.S. NOT TO SCALE
C.P. CALCULATED POINT
OVERHEAD UTILITY LINES
UTILITY POLE
METAL FENCE
WOODEN FENCE
SEWER MANHOLE
MBSL - MINIMUM BUILDING SETBACK LINE
LPIN(S) - IRON PIN SET
LPIN(F) - IRON PIN FOUND
I. - IRON CMF - CONCRETE MONUMENT(F)
(F) FOUND
(S) SET

RETURN TO:
CLONINGER BELL
SURVEYING & MAPPING, PLLC
107 RIVERSIDE DR.
MCADENVILLE, NC 28101
704.864.9007
LICENSE P-2326

OWNER

RTR RENOVATIONS LLC
PO BOX 1
MT. HOLLY, NC 28120

FLOOD CERTIFICATION
THIS IS TO CERTIFY THAT THE SUBJECT PROPERTY IS NOT *LOCATED IN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON MAPS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, DATED* SEPTEMBER 15, 2024.
COMMUNITY PANEL NO· 3710359600L & 3710359500M

RECOMBINATION OF
LOTS 3 & 4 PB ??, PG. ???
OF
501 BELMONT MOUNT HOLLY ROAD
TOTAL AREA 0.8996 ACRES
COUNTY PARCEL NO. ?????? & ??????
FOR
RTR RENOVATIONS LLC
TOWN OF MT. HOLLY
GASTONY, N.C.

TAX ID. NO. 183899 FILE # 4611 BILLY RICK

40 20 0 40 80 120
SCALE IN FEET

CLONINGER BELL
SURVEYING & MAPPING, PLLC
107 RIVERSIDE DR.
MCADENVILLE, NC 28101
704.864.9007
LICENSE P-2326

CREW:	DRAWN:	REVISED:	SCALE:	DATE:	FILE NO.
ADH	MLC		1"=40'	JANUARY 16, 2025	4611

Regular Meeting
Agenda Action Form

Meeting Date	From
February 10, 2025	Robert Stewart, Deputy Utility Director Utility Department

CONSENT AGENDA Item # 3

Approval of Mooreland Oaks Bond Reduction

Will this require a public hearing?

No

Background/Purpose of Request

Tru-Homes has requested a reduction in bonds for Mooreland Oaks Phases 1, 2 and 3. At this time, all water, sewer, Storm Drainage and Roadways (minus the final lift of asphalt) have been installed in accordance with the City of Mount Holly Land Development Guidelines.
The bond reductions seeking approval are as follows:

Phase 1
Bond # - 7901117397 for $663,816.90 asking for a 62% (-$417,216.90) reduction. $246,600 remaining

Phase 2
Bond # - 79011373327 for $555,900 asking for a 56% (-$312,771) reduction. $243,129 remaining

Phase 3
Bond # - 7901150408 for $1,541.085 asking for a 62% (-$925,614) reduction. $615,471 remaining

Fiscal Impact

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

Manager/Staff Recommendation

Staff recommends the reduction of the financial guarantee for Phases 1,2 and 4 of the Mooreland Oaks subdivision to Williams Land Development (Tru-Homes)

Attachments

1. Mooreland Oaks Bond Reduction_td

MOUNT HOLLY
Connecting Community & Nature

MEMO

TO: Robert Stewart

FROM: Steven Haynie

DATE: Feb. 3, 2025

RE: Mooreland Oaks Bond Reduction

Robby,
Williams Land Development (Tru-Homes) has requested a reduction of its financial guarantee for Phases 1,2 and 3/4. Water, sewer, storm drainage, and roadways (minus the final lift of asphalt) have been installed per plan and according to Mount Holly specifications. Home construction has been underway in all phases and is nearly completed in Phases 1 & 2. I approve the reduction as follows:

Phase 1 -
Bond Number - 7901117397
Original Bond Amount - $663,816.90
Reduced/New Bond Amount - $246,600
Requested Percentage Reduced: 62% (-$417,216.90)

Phase 2 -
Bond Number - 7901137327
Original Bond Amount - $555,900
Reduced/New Bond Amount - $243,129
Requested Percentage Reduced: 56% (-$312,771)

Phase 3-4
Bond Number - 7901150408
Original Bond Amount - $1,541,085
Reduced/New Bond Amount - $615,471
Requested Percentage Reduced: 62% (-$925,614)

Steven Haynie - Site Inspector

P.O. Box 406 Mount Holly, North Carolina 28120

MOUNT HOLLY

Steven Haynie <steven.haynie@mtholly.us>

Mooreland Oaks : Phase 1-2-3 Bonds...

Brandon Wentz <bwentz@truehomesusa.com> Mon, Jan 6, 2025 at 11:43 AM
To: Steven Haynie <steven.haynie@mtholly.us>
Cc: Dean Cockinos <dcockinos@dpr.design>, Shaun Gasparini <sgasparini@truehomesusa.com>, James McGivern <jmcgivern@dpr.design>, Hy Nguyen <HNguyen@dpr.design>

Steven,

Please accept this as an official request to reduce bonds in Mooreland Oaks. This request will cover Phases 1,2 and 3. I have listed breakdowns below for bond amounts, updated bond amounts, percentage of variance and date of PTO issued by state. Please let me know if this will work for you

Thank you

Phase 1

Bond Number: 7901117397

Bond Amount: $663,816.90

Updated Bond Amount: $246,600

Requested Percentage Reduced: 62% (-$417,216.90)

Sewer PTO Issued on 5/25/23

Water PTO Issued on 5/15/23

Phase 2

Bond Number: 7901137327

Bond Amount: $555,900

Updated Bond Amount: $243,129

Requested Percentage Reduced: 56% (-$312,771)

Sewer PTO Issued on 10/30/23

Water PTO Issued on 9/1/23

Phase 3/4

Bond Number: 7901150408

Bond Amount: $1,541,085

Updated Bond Amount: $615,471

Requested Percentage Reduced: 62% (-$925,614)

Sewer PTO Issued on 10/10/24

Water PTO Issued on 9/26/24

Brandon Wentz

Sr. Project Manager

Land Development | True Homes

(m) 704-343-1303

From: Steven Haynie <steven.haynie@mtholly.us>
Sent: Tuesday, December 31, 2024 3:01 PM
To: Brandon Wentz <bwentz@truehomesusa.com>

[Quoted text hidden]

[Quoted text hidden]
[Quoted text hidden]
[Quoted text hidden]

[Quoted text hidden]

Mount Holly

Sep-23

For infrastructure that has not been constructed.

Financial Estimate Requirements for Developers

Date: 12/12/2024
Development: Mooreland Oaks Phase 1

Phase: Phase 1
Map: Map 1
Lots encompassed: 1 - 15 and 120 - 134

Item	Plan Quantity	Unit	Unit Cost	Bonded Quantity	Item Cost
Streets and Sidewalk					
7.0" ABC Base Course	0	SY	$25.00	0	$0.00
2.0" IM Course	0	SY	$25.00	0	$0.00
Milling IM Course	0	SY	$10.00	0	$0.00
1.5" Surface Course	2530	SY	$40.00	2530	$101,200.00
2.0' Valley Gutter	0	LF	$35.00	0	$0.00
5.0' Sidewalk	758	LF	$35.00	758	$26,530.00
Street Signs	0	EA	$650.00	0	$0.00
Barricades	0	EA	$1,200.00	0	$0.00
Handicap ramp	0	EA	$750.00	0	$0.00
Drainage/Storm					
Structure Repair	15	EA	$3,000.00	15	$45,000.00
System clean out	1	EA	$2,000	1	$2,000.00
Water					
Test & Chlorinate	0	EA	$750.00	0	$0.00
Tap to Test	0	EA	$1,000.00	0	$0.00
Main Construction	0	LF	$125.00	0	$0.00
Sewer					
Air Test	0	EA	$750.00	0	$0.00
Mandrel Test	0	EA	$750.00	0	$0.00
Manhole adjust/ repair	0	EA	$1,500.00	0	$0.00
Main Construction	0	LF	$125.00	0	$0.00
Erosion Control					
Rip Rap	0	Ton	$100.00	0	$0.00
Removal of ERSC	2	EA	$10,000.00	2	$20,000.00
Seeding & Fertilization	2872	SY	$3.75	2872	$10,770.00
Miscellaneous					
				Total Cost of Items	$205,500.00
				120% Financial Guarantee	$246,600.00

Instructions: Fill in the **plan quantity column** using respective units. The sheet will autofill amounts required.

Note: The undersigned Engineer certifies to the City of Mount Holly that the Estimate attached hereto and dated, 12/12/2024 (Date), has been given under seal has been prepared by the undersigned in accordance with generally accepted engineering standards, but the undersigned does not guarantee such costs.

NORTH CAROLINA PROFESSIONAL SEAL 030523 ENGINEER HY K. NGUYEN

Hy Nguyen

Sep-23

MOUNT HOLLY

For infrastructure that has not been constructed.

Financial Estimate Requirements for Developers

Date: 12/12/2024 — Development: Mooreland Oaks Phase 2

Phase: Phase 2 — Map: Map 2 — Lots encompassed: 16 - 36 and 105 - 119

Item	Plan Quantity	Unit	Unit Cost	Bonded Quantity	Item Cost
Streets and Sidewalk					
7.0" ABC Base Course	0	SY	$25.00	0	$0.00
2.0" IM Course	0	SY	$25.00	0	$0.00
Milling IM Course	0	SY	$10.00	0	$0.00
1.5" Surface Course	3080	SY	$40.00	3080	$123,200.00
2.0' Valley Gutter	740	LF	$35.00	740	$25,900.00
5.0' Sidewalk	400	LF	$35.00	400	$14,000.00
Street Signs	0	EA	$650.00	0	$0.00
Barricades	0	EA	$1,200.00	0	$0.00
Handicap ramp	0	EA	$750.00	0	$0.00
Drainage/Storm					
Structure Repair	8	EA	$3,000.00	8	$24,000.00
System clean out	1	EA	$2,000	1	$2,000.00
Water					
Test & Chlorinate	0	EA	$750.00	0	$0.00
Tap to Test	0	EA	$1,000.00	0	$0.00
Main Construction	0	LF	$125.00	0	$0.00
Sewer					
Air Test	0	EA	$750.00	0	$0.00
Mandrel Test	0	EA	$750.00	0	$0.00
Manhole adjust/ repair	0	EA	$1,500.00	0	$0.00
Main Construction	0	LF	$125.00	0	$0.00
Erosion Control					
Rip Rap	0	Ton	$100.00	0	$0.00
Removal of ERSC	0	EA	$10,000.00	0	$0.00
Seeding & Fertilization	3602	SY	$3.75	3602	$13,507.50
Miscellaneous					
				Total Cost of Items	$202,607.50
				120% Financial Guarantee	$243,129.00

Instructions: Fill in the **plan quantity column** using respective units. The sheet will autofill amounts required.

Note: The undersigned Engineer certifies to the City of Mount Holly that the Estimate attached hereto and dated, 12/12/2024 (Date), has been given under seal has been prepared by the undersigned in accordance with generally accepted engineering standards, but the undersigned does not guarantee such costs.

NORTH CAROLINA PROFESSIONAL SEAL 030523 ENGINEER HY K. NGUYEN

Hy Nguyen

Sep-23

MOUNT HOLLY

For infrastructure that has not been constructed.

Financial Estimate Requirements for Developers

Date: 12/12/2024 Development: Mooreland Oaks Phase 3

Phase: Phase 3 Map: Map 3 Lots encompassed: 37 - 70, 92 - 104, 135, 136

Item	Plan Quantity	Unit	Unit Cost	Bonded Quantity	Item Cost
Streets and Sidewalk					
7.0" ABC Base Course	0	SY	$25.00	0	$0.00
2.0" IM Course	0	SY	$25.00	0	$0.00
Milling IM Course	0	SY	$10.00	0	$0.00
1.5" Surface Course	7750	SY	$40.00	7750	$310,000.00
2.0' Valley Gutter	0	LF	$35.00	0	$0.00
5.0' Sidewalk	2048	LF	$35.00	2048	$71,680.00
Street Signs	4	EA	$650.00	4	$2,600.00
Barricades	0	EA	$1,200.00	0	$0.00
Handicap ramp	5	EA	$750.00	5	$3,750.00
Drainage/Storm					
Structure Repair	6	EA	$3,000.00	6	$18,000.00
System clean out	1	EA	$2,000	1	$2,000.00
Water					
Test & Chlorinate	0	EA	$750.00	0	$0.00
Tap to Test	0	EA	$1,000.00	0	$0.00
Main Construction	0	LF	$125.00	0	$0.00
Sewer					
Air Test	0	EA	$750.00	0	$0.00
Mandrel Test	0	EA	$750.00	0	$0.00
Manhole adjust/ repair	0	EA	$1,500.00	0	$0.00
Main Construction	0	LF	$125.00	0	$0.00
Erosion Control					
Rip Rap	90	Ton	$100.00	90	$9,000.00
Removal of ERSC	2	EA	$10,000.00	2	$20,000.00
Seeding & Fertilization	20230	SY	$3.75	20230	$75,862.50
Miscellaneous					
				Total Cost of Items	$512,892.50
				120% Financial Guarantee	$615,471.00

Instructions: Fill in the **plan quantity column** using respective units. The sheet will autofill amounts required.

Note: The undersigned Engineer certifies to the City of Mount Holly that the Estimate attached hereto and dated, 12/12/2024 (Date), has been given under seal has been prepared by the undersigned in accordance with generally accepted engineering standards, but the undersigned does not guarantee such costs.

NORTH CAROLINA PROFESSIONAL SEAL 030523 ENGINEER HY K. NGUYEN

Hy K Nguyen

NORTH CAROLINA
GASTON COUNTY

MOORELAND OAKS SUBDIVISION AGREEMENT
PHASE 1, LOTS 1-15 and 120-134

THIS CONTRACT, made and entered into this 13th day of February, 2023, by and between the CITY OF MOUNT HOLLY, a North Carolina municipal corporation, hereinafter called "City;" and WILLIAMS LAND DEVELOPMENT, INC., a North Carolina Corporation, hereinafter called "Developer;"

WITNESSETH:

WHEREAS, Developer has petitioned the City for approval of its final plat for a subdivision in City of Mount Holly, Gaston County, North Carolina, known as Mooreland Oaks, being Phase 1, consisting of Lots 1-15 and 120-134, prepared by Providence Land Group, Inc., dated January 11, 2023, and;

WHEREAS, Developer has submitted Plans to install certain infrastructure that is not yet completed, hereinafter referred to as Improvements, as required by the City Subdivision Ordinance and as itemized and set forth in the estimate prepared by Hy V. Nguyen, sealed and dated December 7, 2022, and attached hereto as Exhibit "A" and incorporated herein by reference; and,

WHEREAS, Developer has requested, pursuant to the City Subdivision Ordinance, to be permitted to enter into an agreement with the City for completion of the required Improvements and otherwise comply with all the requirements of the Subdivision Ordinance and to provide the City a Subdivision Bond (being the financial guarantee selected by the Developer), in a form satisfactory to City, guaranteeing the timely performance of this Agreement and completion of all required Improvements in compliance with the City Subdivision Ordinance; and,

WHEREAS, the Plans have been reviewed by the City and have been found to be in compliance with the City Subdivision Ordinance and approval of the final plat would be in order upon the execution of this Agreement and the posting of a Subdivision Bond acceptable to the City in an amount of 1.2 times the cost of installing said Improvements; and,

WHEREAS, Developer has agreed to dedicate all streets, sidewalks, and other Improvements to City at such time as the same are acceptable in accordance with the City Subdivision Ordinance; and,

NOW, THEREFORE, Developer contracts and agrees with the City of Mount Holly, its successors and/or assigns as follows:

1. That the Applicant will furnish the City a Subdivision Bond in a form acceptable to the City for an initial term of two (2) years from the date hereof. The Subdivision Bond shall be in the amount of $663,816.90, which represents 120% of the estimated cost to complete the required Improvements, as set forth in the Exhibit "A". The Estimate will be signed and will have affixed the Engineer's Seal and will contain the following certification: "The undersigned Engineer certifies to the City of Mount Holly that the Estimate attached hereto has been given under seal and has been prepared by the undersigned in accordance with generally accepted engineering standards, but the undersigned does not guarantee such costs."

2. All construction and installation of Improvements required under this Agreement shall be certified to City by Developer's engineer as complete in accordance with the approved Plans and

specifications and also approved by City not later than sixty (60) days prior to the end of the term of two years from the date hereof, which date shall be herein after referred to as the "Completion Date". Developer will provide digital and two printed sets of "as-built" drawings to the City.

3. If Developer foresees the need to request an extension to the Completion Date, then such request for an extension shall be in writing to the Planning Director at least sixty (60) days prior to the original or current Completion Date. City shall allow such requests for extension for good cause shown, provided Developer has made reasonable progress and/or demonstrated due diligence. Such request shall also be allowed due to delays beyond Developer's reasonable control. Any request for extensions of time shall require a Continuation Certificate on the Subdivision Bond which shall be effective prior to the expiration date of the term of the Subdivision Bond and shall be received by City at least sixty (60) days prior to the expiration of the term of the Subdivision Bond in such an amount as required by City.

4. That Developer shall maintain all roads within the subdivision until accepted by the City. Upon such acceptance, the roads shall be deemed dedicated to the City and shall thereafter be maintained by City subjects to the warrant set forth in Paragraph 7 below.

5. That Developer agrees to maintain all waterlines, sewer lines, hydrants, and connections until accepted by the City. Following acceptance of the waterlines, sewer lines, hydrants, and connections, together with the necessary elements thereto, title to the same shall vest the City of Mount Holly and shall thereafter be maintained by City subject to the warranty set forth in Paragraph 7 below.

6. That Developer agrees to maintain all other Improvements until accepted by the City. Upon final acceptance by the City of the Improvements, Developer shall be deemed to have dedicated all Improvements to the City, and thereafter City shall own and maintain the same in accordance with City policies, subject to the warranty set forth in Paragraph 7 below.

7. Developer warrants all construction and installation of Improvements required under this Agreement to be free of defects in materials and workmanship for a period of one year from acceptance by the City.

8. That Developer agrees to indemnify the City from any costs, liability, demands of any kind, sort or nature for the construction, installation, and completion of the above recited Improvements.

9. Upon completion of all Improvements to the City's reasonable satisfaction as set forth herein above and upon receipt by City of a certification by the Developer's engineer that all improvements have been constructed in accordance with the plans and specifications approved by City, the Subdivision Bond shall be released by City within thirty (30) days and be of no further force or effect and the City shall not assert its rights thereunder.

10. Developer acknowledges that City has adopted an ordinance requiring the payment of system development fees ("buy-in fees") at the time that water and/or sewer services are provided to a newly built house and this ordinance may be amended from time to time and applies to all lots within the subdivision.

11. That Developer warrants that it is entering into this Agreement as the owner of Mooreland Oaks as above recited and that it has legal right to enter into this Agreement.

12. This Agreement may be executed in multiple counterparts with each such counterpart being deemed an original. This Agreement shall be governed by the laws of the state of North Carolina.

IN WITNESS WHEREOF, Developer has caused this instrument to be signed by its corporate officers as required by law, and the City of Mount Holly has caused this instrument to be executed in accordance with the action of the City Council.

DEVELOPER:

WILLIAMS LAND DEVELOPMENT, INC.

By: ______________________(SEAL)
Name: Stephen T. Williams Jr.
Title: President

CITY:

CITY OF MOUNT HOLLY, NC

By: ______________________
Bryan Hough, Mayor

Attest:
Amy Miller
City Clerk

CITY OF MT. HOLLY NORTH CAROLINA INCORPORATED 1879 SEAL

3

STATE OF NORTH CAROLINA
COUNTY OF GASTON

NOTARY ACKNOWLEDGMENT

I, TARA DOUGLAS, a Notary Public in and for said County and State, do hereby certify that Amy Miller personally came before me this day and acknowledged that he/she is City Clerk 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 Bryan Hough as its Mayor, sealed with its corporate seal, and attested by Amy Miller as its City Clerk.

Witness my hand and notarial seal, this 13th day of March, 2023

Tara Douglas
Notary Public
My commission expires: 4/22/2023
(seal)

TARA DOUGLAS NOTARY PUBLIC IREDELL COUNTY, NC MY COMMISSION EXPIRES 4/22/2023

STATE OF North Carolina
COUNTY OF Forsyth

NOTARY ACKNOWLEDGMENT

I, Dixon Pitt, a Notary Public in and for Forsyth County and said State, do hereby certify that Stephen T. Williams Sr. personally came before me this day and acknowledged that (s)he is President of Williams Land Development, Inc., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by him/her on behalf of the said corporation. Witness my hand and notarial seal, this 13th day of February, 2023

DIXON PITT
NOTARY PUBLIC
FORSYTH COUNTY, NC
My Commission Expires 2/14/26

D. Pitt
Notary Public
My commission expires: 2/14/26
(seal)

SUBDIVISION BOND

Bond No. 7901117397

KNOW ALL MEN BY THESE PRESENTS, that we Williams Land Development, Inc.

as Principal, and Nationwide Mutual Insurance Company

authorized to do business in the State of North Carolina, as Surety, are held and firmly bound unto City of Mount Holly

as Obligee, in the penal sum of Six Hundred Sixty Three Thousand Eight Hundred Sixteen and 90/100 ($ 663,816.90) DOLLARS, lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Williams Land Development, Inc.

has agreed to construct in Mooreland Oaks Subdivision, Phase 1,

the following improvements: Roads, Water, Sewer and Utilities, and other Improvements described in that Mooreland Oaks Subdivision Agreement, Phase 1, Lots 1-15 and 120-134, dated February 13, 2023.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall construct, or have constructed, the improvements herein described and shall save the Obligee harmless from any loss, cost or damage by reason of its failure to complete said work, then this obligation shall be null and void; otherwise to remain in full force and effect.

Signed, sealed and dated this 20th day of January, 2023.

Williams Land Development, Inc.

Principal

By: Stephen T. Williams Jr.

SEAL

NATIONWIDE MUTUAL INSURANCE COMPANY

COLUMBUS, OH

Nationwide Mutual Insurance Company

By: David K. Liggett

David K. Liggett

Attorney-in-Fact

Surety Phone No. 919 281-4500

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

ADAM B PFANMILLER; BOBBI D PENDLETON; CHRISTOPHER A LYDICK; HEATHER SEGRIST; HOLDEN KEEN; JULIA C MCELLIGOTT; KENNETH J PEEPLES; PHOEBE C HONEYCUTT; BROOKE GAGNE; MEGAN S BARTMAN; RONDA W BUSH; JAMES MICHAEL MCCREADIE; DAVID K LIGGETT; CAMILLE MOYE EDWARDS;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC6270117
Qualified in New York County
Commission Expires October 19, 2024

Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 20th day of January, 2023.

Laura B. Guy

Assistant Secretary

BDJ 1(08-21)00

NORTH CAROLINA
GASTON COUNTY

MOORELAND OAKS SUBDIVISION AGREEMENT
PHASE 2, LOTS 16-36 and 105-119

THIS CONTRACT, made and entered into this ____day of July 2023, by and among the CITY OF MOUNT HOLLY, a North Carolina municipal corporation, hereinafter called "City;" and WILLIAMS LAND DEVELOPMENT, INC., a North Carolina Corporation, hereinafter called "Developer;"

WITNESSETH:

WHEREAS, Developer has petitioned the City for approval of its final plat for a subdivision in City of Mount Holly, Gaston County, North Carolina, known as Mooreland Oaks, being Phase 2, consisting of Lots 16-36 and 105-119, prepared by Providence Land Group, PLLC, dated July 11, 2023, and;

WHEREAS, Developer has submitted Plans to install certain infrastructure that is not yet completed, hereinafter referred to as Improvements, as required by the City Subdivision Ordinance and as itemized and set forth in the estimate prepared by Hy V. Nguyen, sealed and dated May 15, 2023, and attached hereto as Exhibit "A" and incorporated herein by reference; and,

WHEREAS, Developer has requested, pursuant to the City Subdivision Ordinance, to be permitted to enter into an agreement with the City for completion of the required Improvements and otherwise comply with all the requirements of the Subdivision Ordinance and to provide the City a Subdivision Bond (being the financial guarantee selected by the Developer), in a form satisfactory to City, guaranteeing the timely performance of this Agreement and completion of all required Improvements in compliance with the City Subdivision Ordinance; and,

WHEREAS, the Plans have been reviewed by the City and have been found to be in compliance with the City Subdivision Ordinance and approval of the final plat would be in order upon the execution of this Agreement and the posting of a Subdivision Bond acceptable to the City in an amount of 1.2 times the cost of installing said Improvements; and,

WHEREAS, Developer has agreed to dedicate all streets, sidewalks, and other Improvements to City at such time as the same are acceptable in accordance with the City Subdivision Ordinance; and,

NOW, THEREFORE, Developer contracts and agrees with the City of Mount Holly, its successors and/or assigns as follows:

1. That the Applicant will furnish the City a Subdivision Bond in a form acceptable to the City for an initial term of two (2) years from the date hereof. The Subdivision Bond shall be in the amount of $555,900.00, which represents 120% of the estimated cost to complete the required Improvements, as set forth in the Exhibit "A". The Estimate will be signed and will have affixed the Engineer's Seal and will contain the following certification: "The undersigned Engineer certifies to the City of Mount Holly that the Estimate attached hereto has been given under seal and has been prepared by the undersigned in accordance with generally accepted engineering standards, but the undersigned does not guarantee such costs."

2. All construction and installation of Improvements required under this Agreement shall be certified to City by Developer's engineer as complete in accordance with the approved Plans and

specifications and also approved by City not later than sixty (60) days prior to the end of the term of two years from the date hereof, which date shall be herein after referred to as the "Completion Date". Developer will provide digital and two printed sets of "as-built" drawings to the City.

3. If Developer foresees the need to request an extension to the Completion Date, then such request for an extension shall be in writing to the Planning Director at least sixty (60) days prior to the original or current Completion Date. City shall allow such requests for extension for good cause shown, provided Developer has made reasonable progress and/or demonstrated due diligence. Such request shall also be allowed due to delays beyond Developer's reasonable control. Any request for extensions of time shall require a Continuation Certificate on the Subdivision Bond which shall be effective prior to the expiration date of the term of the Subdivision Bond and shall be received by City at least sixty (60) days prior to the expiration of the term of the Subdivision Bond in such an amount as required by City.

4. That Developer shall maintain all roads within the subdivision until accepted by the City. Upon such acceptance, the roads shall be deemed dedicated to the City and shall thereafter be maintained by City subjects to the warrant set forth in Paragraph 7 below.

5. That Developer agrees to maintain all waterlines, sewer lines, hydrants, and connections until accepted by the City. Following acceptance of the waterlines, sewer lines, hydrants, and connections, together with the necessary elements thereto, title to the same shall vest the City of Mount Holly and shall thereafter be maintained by City subject to the warranty set forth in Paragraph 7 below.

6. That Developer agrees to maintain all other Improvements until accepted by the City. Upon final acceptance by the City of the Improvements, Applicant shall be deemed to have dedicated all Improvements to the City, and thereafter City shall own and maintain the same in accordance with City policies, subject to the warranty set forth in Paragraph 7 below.

7. Developer warrants all construction and installation of Improvements required under this Agreement to be free of defects in materials and workmanship for a period of one year from acceptance by the City.

8. That Developer agrees to indemnify the City from any costs, liability, demands of any kind, sort or nature for the construction, installation, completion of the above recited Improvements.

9. Upon completion of all Improvements to the City's reasonable satisfaction as set forth herein above and upon receipt by City of a certification by the Developer's engineer that all improvements have been constructed in accordance with the plans and specifications approved by City, the Subdivision Bond shall be released by City within thirty (30) days and be of no further force or effect and the City shall not assert its rights thereunder.

10. Developer acknowledges that City has adopted an ordinance requiring the payment of system development fees ("buy-in fees") at the time that water and/or sewer services are provided to a newly built house and this ordinance may be amended from time to time and applies to all lots within the subdivision.

11. That Developer warrants that it is entering into this Agreement as the owner of Mooreland Oaks as above recited and that it has legal right to enter into this Agreement.

12. This Agreement may be executed in multiple counterparts with each such counterpart being deemed original. This Agreement shall be governed by the laws of the state of North Carolina.

IN WITNESS WHEREOF, Developer has caused this instrument to be signed by its corporate officers as required by law, and the City of Mount Holly has caused this instrument to be executed in accordance with the action of the City Council.

DEVELOPER:

WILLIAMS LAND DEVELOPMENT, INC.

By: ______________________(SEAL)
Name: Stephen T. Williams Jr.
Title: President

CITY:

CITY OF MOUNT HOLLY, NC

By: David Moore
~~Bryan Hough~~, Mayor
David Moore

Attest:
Sara Douglas
City Clerk

CITY OF MT. HOLLY
INCORPORATED
SEAL
1879
NORTH CAROLINA

STATE OF NORTH CAROLINA
COUNTY OF GASTON

NOTARY ACKNOWLEDGMENT

I, Marie M. Anders, a Notary Public in and for said County and State, do hereby certify that Tara Douglas personally came before me this day and acknowledged that he/she is City Clerk 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 12 day of February, 2024.

Marie M. Anders
Notary Public
My commission expires: ________________
(seal)

Marie M Anders
NOTARY PUBLIC
Gaston County, NC
My Commission Expires October 11, 2027

STATE OF NORTH CAROLINA
COUNTY OF FORSYTH

NOTARY ACKNOWLEDGMENT

I, DENISE LANE WILLIAMS, a Notary Public in and for said County and State, do hereby certify that STEPHEN T. WILLIAMS, JR personally came before me this day and acknowledged that (s)he is PRESIDENT of Williams Land Development, Inc., a North Carolina corporation, and that by authority duly given and as the act of the Company, the foregoing instrument was signed in its name by him/her on behalf of the said Company. Witness my hand and notarial seal, this 3rd day of August, 2023

Denise Lane Williams
Notary Public
My commission expires: 3.14.2028
(seal)

DENISE LANE WILLIAMS
NOTARY PUBLIC
My Commission Expires Mar. 14, 2028
Forsyth County, North Carolina

SUBDIVISION BOND

Bond No. 7901137327

KNOW ALL MEN BY THESE PRESENTS, that we Williams Land Development, Inc.
331 High Street Winston-Salem, NC 27101

as Principal, and Nationwide Mutual Insurance Company
authorized to do business in the State of NC, as Surety, are held and firmly bound unto
City of Mount Holly
as Obligee, in the penal sum of Five Hundred Fifty Five Thousand Nine Hundred Dollars and No Cents ($ 555,900.00) DOLLARS, lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Williams Land Development, Inc.
has agreed to construct in Mooreland Oaks, City of Mount Holly

the following improvements: Phase 2, Map 2, per Engineers Estimate dated 05/15/23

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall construct, or have constructed, the improvements herein described and shall save the Obligee harmless from any loss, cost or damage by reason of its failure to complete said work, then this obligation shall be null and void; otherwise to remain in full force and effect.

Signed, sealed and dated this 14th day of July, 2023.

Williams Land Development, Inc.
Principal

By: Stephen T. Williams Jr.

SEAL
NATIONWIDE MUTUAL INSURANCE COMPANY
COLUMBUS, OH

Nationwide Mutual Insurance Company

By: Julia C. McElligott
Julia C. McElligott
Attorney-in-Fact

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

Julia C. McElligott

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of: Unlimited

Surety Bond Number: 7901137327
Principal: Williams Land Development, Inc.
Obligee: City of Mount Holly

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

SEAL

STATE OF NEW YORK COUNTY OF NEW YORK: ss
On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC6270117
Qualified in New York County
Commission Expires October 19, 2024

Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 14th day of July, 2023.

Assistant Secretary

BDJ 1(08-21)00

GENERAL SURETY RIDER

To be attached and form a part of

Bond No.	7901137327
For	Improvements as described in that Mooreland Oaks Subdivision Agreement, Phase 2, Lots 16-36 and 105-119, per Engineers Estimate dated 05/15/23.
Dated effective	07/14/2023 (MONTH, DAY, YEAR)
Executed by	Williams Land Development, Inc., as Principal, (PRINCIPAL)
And by	Nationwide Mutual Insurance Company, as Surety, (SURETY)
And in favor of	City of Mount Holly (OBLIGEE)

In consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to changing

INFORMATION	FROM	TO
Bond Description	Phase 2, Map 2, per Engineers Estimate dated 05/15/23	Improvements as described in that Mooreland Oaks Subdivision Agreement, Phase 2, Lots 16-36 and 105-119, per Engineers Estimate dated 05/15/23.
Subdivision Name	Mooreland Oaks, City of Mount Holly	Mooreland Oaks, Phase 2, City of Mount Holly

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

This rider is effective	**07/14/2023**
	(MONTH, DAY, YEAR)
Signed and Sealed	**07/28/2023**

(MONTH, DAY, YEAR)

Williams Land Development, Inc.
PRINCIPAL

BY

TITLE

Nationwide Mutual Insurance Company
SURETY

BY Julia C. McElligott, AIF

Julia C. McElligott, ATTORNEY-IN-FACT

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

Julia C. McElligott

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of: Unlimited

Surety Bond Number: 7901137327
Principal: Williams Land Development, Inc.
Obligee: City of Mount Holly

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss
On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC6270117
Qualified in New York County
Commission Expires October 19, 2024

Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 28th day of July, 2023.

Laura B. Guy

Assistant Secretary

BDJ 1(08-21)00

NORTH CAROLINA
GASTON COUNTY

MOORELAND OAKS SUBDIVISION AGREEMENT
PHASES 3 AND 4, LOTS 37-104 and 135-137

THIS CONTRACT, made and entered into this ____day of May 2024, by and among the CITY OF MOUNT HOLLY, a North Carolina municipal corporation, hereinafter called "City;" and WILLIAMS LAND DEVELOPMENT, INC., a North Carolina Corporation, hereinafter called "Developer;"

WITNESSETH:

WHEREAS, Developer has petitioned the City for approval of its final plat for a subdivision in City of Mount Holly, Gaston County, North Carolina, known as Mooreland Oaks, being Phases 3 and 4, consisting of Lots 37-104 and 135-137, prepared by Providence Land Group, PLLC, dated April 2, 2024, and;

WHEREAS, Developer has submitted Plans to install certain infrastructure that is not yet completed, hereinafter referred to as Improvements, as required by the City Subdivision Ordinance and as itemized and set forth in the estimate prepared by Hy V. Nguyen, sealed and dated March 26, 2024, and attached hereto as Exhibit "A" and incorporated herein by reference; and,

WHEREAS, Developer has requested, pursuant to the City Subdivision Ordinance, to be permitted to enter into an agreement with the City for completion of the required Improvements and otherwise comply with all the requirements of the Subdivision Ordinance and to provide the City a Subdivision Bond (being the financial guarantee selected by the Developer), in a form satisfactory to City, guaranteeing the timely performance of this Agreement and completion of all required Improvements in compliance with the City Subdivision Ordinance; and,

WHEREAS, the Plans have been reviewed by the City and have been found to be in compliance with the City Subdivision Ordinance and approval of the final plat would be in order upon the execution of this Agreement and the posting of a Subdivision Bond acceptable to the City in an amount of 1.2 times the cost of installing said Improvements; and,

WHEREAS, Developer has agreed to dedicate all streets, sidewalks, and other Improvements to City at such time as the same are acceptable in accordance with the City Subdivision Ordinance; and,

NOW, THEREFORE, Developer contracts and agrees with the City of Mount Holly, its successors and/or assigns as follows:

1. That the Applicant will furnish the City a Subdivision Bond in a form acceptable to the City for an initial term of two (2) years from the date hereof. The Subdivision Bond shall be in the amount of $1,541,085.00, which represents 120% of the estimated cost to complete the required Improvements, as set forth in the Exhibit "A". The Estimate will be signed and will have affixed the Engineer's Seal and will contain the following certification: "The undersigned Engineer certifies to the City of Mount Holly that the Estimate attached hereto has been given under seal and has been prepared by the undersigned in accordance with generally accepted engineering standards, but the undersigned does not guarantee such costs."

2. All construction and installation of Improvements required under this Agreement shall be certified to City by Developer's engineer as complete in accordance with the approved Plans and specifications and also approved by City not later than sixty (60) days prior to the end of the term

of two years from the date hereof, which date shall be herein after referred to as the "Completion Date". Developer will provide digital and two printed sets of "as-built" drawings to the City.

3. If Developer foresees the need to request an extension to the Completion Date, then such request for an extension shall be in writing to the Planning Director at least sixty (60) days prior to the original or current Completion Date. City shall allow such requests for extension for good cause shown, provided Developer has made reasonable progress and/or demonstrated due diligence. Such request shall also be allowed due to delays beyond Developer's reasonable control. Any request for extensions of time shall require a Continuation Certificate on the Subdivision Bond which shall be effective prior to the expiration date of the term of the Subdivision Bond and shall be received by City at least sixty (60) days prior to the expiration of the term of the Subdivision Bond in such an amount as required by City.

4. That Developer shall maintain all roads within the subdivision until accepted by the City. Upon such acceptance, the roads shall be deemed dedicated to the City and shall thereafter be maintained by City subjects to the warrant set forth in Paragraph 7 below.

5. That Developer agrees to maintain all waterlines, sewer lines, hydrants, and connections until accepted by the City. Following acceptance of the waterlines, sewer lines, hydrants, and connections, together with the necessary elements thereto, title to the same shall vest the City of Mount Holly and shall thereafter be maintained by City subject to the warranty set forth in Paragraph 7 below.

6. That Developer agrees to maintain all other Improvements until accepted by the City. Upon final acceptance by the City of the Improvements, Applicant shall be deemed to have dedicated all Improvements to the City, and thereafter City shall own and maintain the same in accordance with City policies, subject to the warranty set forth in Paragraph 7 below.

7. Developer warrants all construction and installation of Improvements required under this Agreement to be free of defects in materials and workmanship for a period of one year from acceptance by the City.

8. That Developer agrees to indemnify the City from any costs, liability, demands of any kind, sort or nature for the construction, installation, completion of the above recited Improvements.

9. Upon completion of all Improvements to the City's reasonable satisfaction as set forth herein above and upon receipt by City of a certification by the Developer's engineer that all improvements have been constructed in accordance with the plans and specifications approved by City, the Subdivision Bond shall be released by City within thirty (30) days and be of no further force or effect and the City shall not assert its rights thereunder.

10. Developer acknowledges that City has adopted an ordinance requiring the payment of system development fees ("buy-in fees") at the time that water and/or sewer services are provided to a newly built house and this ordinance may be amended from time to time and applies to all lots within the subdivision.

11. That Developer warrants that it is entering into this Agreement as the owner of Mooreland Oaks as above recited and that it has legal right to enter into this Agreement.

12. This Agreement may be executed in multiple counterparts with each such counterpart being deemed original. This Agreement shall be governed by the laws of the state of North Carolina.

IN WITNESS WHEREOF, Developer has caused this instrument to be signed by its corporate officers as required by law, and the City of Mount Holly has caused this instrument to be executed in accordance with the action of the City Council.

DEVELOPER:

WILLIAMS LAND DEVELOPMENT, INC.

By: ______________________ (SEAL)
Name: Stephen T. Williams Jr.
Title: President

CITY:

CITY OF MOUNT HOLLY, NC

By: David A. Moore
David Moore, Mayor

Attest: Sara Douglas
City Clerk

CITY OF MT. HOLLY INCORPORATED SEAL 1879 NORTH CAROLINA

3

STATE OF NORTH CAROLINA
COUNTY OF GASTON

NOTARY ACKNOWLEDGMENT

I, Marie M. Anders, a Notary Public in and for said County and State, do hereby certify that Tara Douglas personally came before me this day and acknowledged that he/she is City Clerk 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 10 day of June, 2024

Marie M. Anders
Notary Public
My commission expires: ______________
(seal)

Marie M Anders
NOTARY PUBLIC
Gaston County, NC
My Commission Expires October 11, 2027

STATE OF North Carolina
COUNTY OF Forsyth

NOTARY ACKNOWLEDGMENT

I, Denise Lane Williams, a Notary Public in and for said County and State, do hereby certify that Stephen T. Williams Jr. personally came before me this day and acknowledged that (s)he is President of Williams Land Development, Inc., a North Carolina corporation, and that by authority duly given and as the act of the Company, the foregoing instrument was signed in its name by him/her on behalf of the said Company. Witness my hand and notarial seal, this 22nd day of May, 2024

Denise Lane Williams
Notary Public
My commission expires: 3. 14. 2028
(seal)

DENISE LANE WILLIAMS
NOTARY
PUBLIC
My Commission
Expires
Mar. 14, 2028
Forsyth County, North Carolina

SUBDIVISION BOND

Bond No. 7901150408

KNOW ALL MEN BY THESE PRESENTS, that we Williams Land Development, Inc.

331 High Street Winston-Salem, NC 27101

as Principal, and Nationwide Mutual Insurance Company

authorized to do business in the State of NC, as Surety, are held and firmly bound unto

City of Mount Holly

as Obligee, in the penal sum of One Million Five Hundred Forty One Thousand Eighty Five Dollars and No Cents

($ 1,541,085.00) DOLLARS, lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Williams Land Development, Inc.

has agreed to construct in Mooreland Oaks

the following improvements: Moreland Oaks, Phases 3 and 4

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall construct, or have constructed, the improvements herein described and shall save the Obligee harmless from any loss, cost or damage by reason of its failure to complete said work, then this obligation shall be null and void; otherwise to remain in full force and effect.

Signed, sealed and dated this 28th day of March, 2024.

Williams Land Development, Inc.

Principal

By: Stephen T. Williams Jr.

NATIONWIDE MUTUAL INSURANCE COMPANY
SEAL
SURETY USE ONLY
COLUMBUS, OH

Nationwide Mutual Insurance Company

By: Margo G. Roberts

Margo G. Roberts

Attorney-in-Fact

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

Margo G. Roberts

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of: Unlimited

Surety Bond Number: 7901150408
Principal: Williams Land Development, Inc.
Obligee: City of Mount Holly

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

SEAL

STATE OF NEW YORK COUNTY OF NEW YORK: ss
On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC6270117
Qualified in New York County
Commission Expires October 19, 2024

Stephanie Rubino McArthur
Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 28th day of March, 2024.

Laura B. Guy
Assistant Secretary

BDJ 1(08-21)00

Connecting Community & Nature

Regular Meeting Agenda Action Form

Meeting Date	From
February 10, 2025	Joshua Blackwell, Planner I Planning

CONSENT AGENDA Item # 4

Approval of Release of Two Liens for Nuisance Abatement

- 515 Cherry Street-Parcel ID# 181793
- 511 Cherry Street-Parcel ID# 181795

Will this require a public hearing?

No

Background/Purpose of Request

Staff is requesting that the City Council release two liens placed on 511 Cherry Street, Gaston County Parcel ID: 181795 and 515 Cherry Street, Gaston County Parcel ID: 181793 for the clearing of grass and weeds in violation of the City's nuisance ordinance under old Section 8-9 of the City Code. The City has received payment for the cost of the liens documented in Book 4880 page 275 and Book 4880 Page 273 at the Gaston County Register of Deeds.

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

Release two liens placed on 511 and 515 Cherry Street.

Attachments

1. Book 4880 Page 273 - Lien Release - 511 Cherry Street
2. Book 4880 Page 275 - Lien Release - 515 Cherry Street

NORTH CAROLINA
GASTON COUNTY RELEASE OF LIEN

Drawn by & Return to: City of Mount Holly, PO Box 406, Mount Holly, NC 28120

THIS RELEASE, made and entered into this ________day of __________ 20__, by and between CITY OF MOUNT HOLLY (Lienholder), Howard Kirby (Debtor);

WITNESSETH:

THAT, the City of Mount Holly previously filed an ordinance establishing lien upon property identified as Tax Parcel ID# 181795 known as 511 Cherry Street, which lien was filed on November 17, 2016 at 8:56 A.M. in Deed Book 4880, Page 273 in the Gaston County Public Registry; and, Current Property Owner's deed was filed on January 22, 1999 at 4:03 P.M. in Book 2890, Page 784 in the Gaston County Registry; and,

THAT, all sums have been paid in full.

NOW, THEREFORE, the City of Mount Holly does hereby release the above-referenced liens and has caused the execution of this Release by authority duly given.

CITY OF MOUNT HOLLY

BY: ___________________________
David Moore
Mayor, City of Mount Holly

STATE OF NORTH CAROLINA
COUNTY OF GASTON NOTARY
ACKNOWLEDGMENT

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 the Mayor of the CITY OF MOUNT HOLLY, a North Carolina municipal corporation, and that by authority duly given, the foregoing instrument was signed on behalf of the said CITY in its name by its Mayor, sealed with its corporate seal.

Witness my hand and notarial seal, this _______ day of _____________, 20__.

My commission expires: _______________ _________________________________
(seal) Notary Public

NORTH CAROLINA
GASTON COUNTY RELEASE OF LIEN

Drawn by & Return to: City of Mount Holly, PO Box 406, Mount Holly, NC 28120

THIS RELEASE, made and entered into this ________day of __________ 20__, by and between CITY OF MOUNT HOLLY (Lienholder), Howard Kirby (Debtor);

WITNESSETH:

THAT, the City of Mount Holly previously filed an ordinance establishing lien upon property identified as Tax Parcel ID# 181793 known as 515 Cherry Street, which lien was filed on November 17, 2016 at 8:56 A.M. in Deed Book 4880, Page 275 in the Gaston County Public Registry; and, Current Property Owner's deed was filed on January 22, 1999 at 4:04 P.M. in Book 2890, Page 786 in the Gaston County Registry; and,

THAT, all sums have been paid in full.

NOW, THEREFORE, the City of Mount Holly does hereby release the above-referenced liens and has caused the execution of this Release by authority duly given.

CITY OF MOUNT HOLLY

BY: ___________________________
David Moore
Mayor, City of Mount Holly

STATE OF NORTH CAROLINA
COUNTY OF GASTON NOTARY
ACKNOWLEDGMENT

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 the Mayor of the CITY OF MOUNT HOLLY, a North Carolina municipal corporation, and that by authority duly given, the foregoing instrument was signed on behalf of the said CITY in its name by its Mayor, sealed with its corporate seal.

Witness my hand and notarial seal, this _______ day of _____________, 20__.

My commission expires: _______________ _________________________________
(seal) Notary Public

Regular Meeting
Agenda Action Form

Meeting Date	From
February 10, 2025	Ryan Baker, Fire Chief Fire Department

CONSENT AGENDA Item # 5

Approval of a Resolution Declaring Conveyance of Property:1999 Fire Truck and Old Equipment

Will this require a public hearing?

No

Background/Purpose of Request

This is to convey a 2000 Spartan fire truck and old fire equipment to the Town of Boiling Springs. The vehicle is being removed from service due to the new fire engines being put into service, and the old equipment that is no longer used will be placed on the fire truck.

Vehicle to Surplus

Make	Model	Year	VIN#
Spartan	Fire Engine	2000	1FDAF57F3XEB11354

Equipment to Surplus

Type of Equipment
Fire Nozzles
Water Appliances
Hurst Extrication Tools
Amkus Tools
Rescue 42 Struts
Bolt Cutters
2 Super Vac Fans
Chain
Pike Poles
Shovels
700ft 5inch hose
300ft 1 ¾-inch hose
200ft 2-inch hose

Fiscal Impact

Will Item affect current budget? No
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. Vehicle and Equipment
2. City MH resolution convey 2000 Spartan Fire Truck and equipment

Vehicle to Surplus			
Make	Model	Year	VIN#
Spartan	Fire Engine	2000	1FDAF57F3XEB11354
[redacted]			

Equipment to Surplus
Type of Equipment
Fire Nozzles
Hurst Extrication Tools
Rescue Struts
Bolt Cutters
Chain
Pike Poles
Shovels
700ft 5inch hose
300ft 1 ¾-inch hose
200ft 2-inch hose

RESOLUTION APPROVING CONVEYANCE OF PROPERTY TO ANOTHER UNIT OF GOVERNMENT IN NORTH CAROLINA PURSUANT TO G.S. 160A-274

WHEREAS, the City of Mount Holly owns a 2000 Spartan Fire Truck and Attached Equipment ("Property") as further described below; and,

WHEREAS, North Carolina General Statute § 160A-274 authorizes a governmental unit in this state to exchange with, lease to, lease from, sell to, or purchase from any other governmental unit any interest in real or personal property upon such terms and conditions as the governmental unit deems wise, with or without consideration; and,

WHEREAS, the City of Mount Holly has determined that it is in the best interest of the City to convey the Property to the Town of Hot Springs, and deems it wise to do so for no consideration as this is a mutual aid department.

NOW, THEREFORE, the City Council of the City of Mount Holly resolves that:

1. The City of Mount Holly hereby conveys to the Town of Hot Springs the following Property: a 2000 Spartan Fire Truck with VIN # 4S7AT3892XC031144 and attached equipment

2. The Property herein described shall be conveyed for no consideration.

3. The City Manager of Mount Holly is authorized to execute all documents necessary to convey the Property in the manner authorized by this Resolution.

Adopted this the 10th day of February 10, 2025.

CITY OF MOUNT HOLLY

By: ________________________________
David Moore, Mayor

Attest:______________________________
Tara Douglas, City Clerk

CITY OF MOUNT HOLLY

CITY COUNCIL MEETING MINUTES

MONDAY, JANUARY 27, 2025

COUNCIL CHAMBERS

6:30 PM

CALL TO ORDER

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

Mayor David Moore	Jonathan Blanton, City Manager
Mayor Pro Tem Lauren Shoemaker *	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	Robert Stewart, Deputy Utilities Director
Marie M. Anders, City Attorney	Eric Smallwood, Parks and Recreation Director
Tara Douglas, City Clerk	Michelle Wood, Finance Director
	Matt Black, Economic Development Director
	Jason Green, Public Works Director

INVOCATION

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

PLEDGE OF ALLEGIANCE

Mayor Moore led the Council, Staff, and attendees in the Pledge of Allegiance.

SET THE AGENDA

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

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

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

**Mayor Pro Tem Shoemaker arrived at 6:36 pm and had not arrived for this vote.*

CONSENT AGENDA

1. Resolution For Lead and Copper Service Replacement Project Funding
2. Approval of Adoption of (7) Seven Liens for Nuisance Abatement
    - 429 West Glendale Avenue-Parcel ID# 124171 (two liens)

- 505 Dutch Avenue-Parcel ID # 123335
- 508 Woodlawn Avenue-Parcel ID #122982
- 210 Nutall Drive-Parcel ID # 124505
- 806 Belmont Mount Holly Road-Parcel ID # 184364
- 808 Belmont Mount Holly Road-Parcel ID # 184365

3. Approval of Release of (5) Five Liens for Nuisance Abatement
   - 103 Webb Street- Parcel ID# 124316 (Five Liens)
4. Approval of Minutes from the January 13, 2025 Council Meeting
5. Approval of Minutes from the January 13, 2025 Closed Session

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

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

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

**Mayor Pro Tem Shoemaker arrived at 6:36 pm and had not arrived for this vote.*

PRESENTATIONS

1. Classification and Compensation Study Presentation by Baker Tilly

Sarah Towne

Ms. Towne from Baker Tilly reviewed the Classification and Compensation Study Project overview to the Council. Ms. Towne stated that Baker Tilly will partner with the City to identify comparable and competitive peer organizations to include in the study. Ms. Towne stated that the study includes the project initiation and data collection, position reviews, market assessment, pay plan development, and project completion which will include a final report for public record. Ms. Towne stated that the project completion date would be in April of 2025.

Mayor Moore opened the floor for questions and discussions from the Council. There were no questions from the Council. Mayor Moore and the Council thanked Ms. Towne and the Baker Tilly staff for their presentation.

2. Consideration and Approval of the Final Design for the Truist Mosaic Project

Paul Lowe

Mr. Lowe presented the final design for the Truist Mosaic Project to the Council. Mr. Lowe stated that the PAAC selected Tom Thoune to complete the Truist Mosaic Project. Mr. Lowe stated that this project is one of the PAAC's priority projects for the year. Mr. Lowe confirmed that the art was approved by the PAAC on January 21, 2025. Mr. Lowe explained that this will be a mosaic art piece and will be installed on the retaining wall at Truist Bank. Mr. Lowe stated that if the art is approved, the project will be completed by May 2, 2025. Mr. Lowe stated that Staff and PAAC members are working to obtain approvals from Truist at this time.

Mayor Moore asked the Council if there were any questions for Mr. Lowe about this project.

Motion: Councilwoman Harris made a motion to approve the Final Design for the Truist Mosaic Project. Mayor Pro Tem Shoemaker seconded the motion.

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

3. Consideration of a Resolution Declaring 131 S. Main Street, City Owned Property, for Disposition and Authorizing its Sale through the Upset Bid Process

Matt Black

Mr. Blanton stated that he would like to give background information on the issue and talk about different options for the Council's consideration for the Upset Bid Process. Mr. Blanton stated in October 2023 it was decided that the City would be moving forward with sale of the property via upset bid. Mr. Blanton stated that this is allowed according to G.S. 160A-269 which grants the City the power to solicit and negotiate offers on City owned real property. Mr. Blanton stated he met with interested property owners after the meeting on January 13, 2025 who would like to put in an offer on the property and are waiting for further instruction from the Council on how they would like to proceed with this process. Mr. Blanton stated Sam Kline reached out a few weeks ago with some suggestions and ideas to bring to the Council. Mr. Blanton stated he will give an overview of the Upset Bid process. Mr. Blanton stated that traditionally an offer is made to the City, the offer is brought to the Council, the Council can accept the offer subject to the Upset Bid process, 5% of that offer is deposited with the Clerk, then we would advertise for 10 days that this offer has been submitted and any interested person can upset that bid by putting up 10% of the first $1,000 of that offer and 5% of the remainder of the offer. Mr. Blanton stated this process continues until there are no additional bids received, and Council accepts the bid or rejects all the bids. Mr. Blanton stated that at any time Council can stop process and is not obligated to accept any of the bids that are received. Mr. Blanton stated there are a couple of options for the Council to consider and discuss: the property can be marketed and listed with a broker as part of the solicitation and negotiation period; as a second option, staff could advertise this property in the local newspaper; or the council can follow a combination of the processes that Mr. Black put together in the meeting packet with date to accept bids through, review the sealed bids with the Council, and then consider one offer to start the bid process. Mr. Blanton stated that Mr. Black is here tonight as is Sam Kline, who we have a master service agreement through MECA, his real estate service, from May 2022. Mr. Blanton stated Mr. Kline has provided a listing agreement through his agency and has put together marketing material for the property.

Mr. Matt Black stated The City of Mount Holly owns the property located at 131 S. Main Street, which has been determined to be no longer necessary for municipal operations. Mr. Black stated to return this property to productive use and support potential redevelopment opportunities, the City Council is asked to consider declaring this property available for disposition. Mr. Black stated pursuant to NC G.S. 160A-269, the property would be sold through a negotiated offer, advertisement, and upset bid process. Mr. Black stated this process ensures transparency and provides the public an opportunity to participate in competitive bidding. Mr. Black stated it is noted the building has remedial issues that will need to be addressed, and the Creech and Associates report of these findings can be requested through the Economic Development office. Mr. Black stated tours of the property can also be requested and scheduled leading up to the bid submittal's due date. Mr. Black stated for all inquiries should contact him. Mr. Black stated the adoption of this resolution will formally authorize staff to begin the process, including publishing the required public notice and evaluating bids. Mr. Black stated final approval of the sale will remain with City Council following the completion of the upset bid process.

Councilman Bryan Hough asked to hear from Mr. Kline regarding his recommendations about listing the property. Mr. Sam Kline stated that he is proposing to go out to the brokerage community, which the newspaper will not reach. Mr. Kline stated CoStar, LoopNet, and Crexi would all show the property. Mr. Kline stated that he put together a marketing flier with a note from Mr. Blanton and the City Attorney to add that it is pursuant to the Upset Bid process. Mr. Kline stated that LoopNet has added a Gold Slot which can be purchased for $495 a month, and he thinks it is an excellent investment for the City as it is over and above the normal marketing, like an SEO push within the brokerage community and with those investors looking in the area. Mr. Kline stated that this is an important piece of downtown and the more people who are interested, the more ideas we can listen to for redevelopment. Mr. Kline stated that more interest drives up the price as well. Mr. Kline stated he created a video that can be shared for social media if the Council so chooses.

Councilman Jeff Meadows asked what the services Mr. Kline mentioned are comparable to. Mr. Kline stated that CoStar is the host of many popular sites. Mr. Kline stated LoopNet is the public interface for commercial real estate and is hosted by CoStar. Mr. Kline stated CoStar has service similar to MLS, LoopNet is considered Silver where it gets elevated so anyone can view it and has levels to push listings out into various searches. Mr. Kline stated that it may not be needed for reaching the local community but to reach a much broader range of people. Councilman

Meadows asked Mr. Kline what he would consider to be minimum period of marketing to put this out on these services. Mr. Kline stated he would like 30 days, but we might get offers before that, but Council does not have to accept those bids. Mrs. Anders stated that she would like to point out that the sample resolution in the packet mentions a 30-day marketing period. Mrs. Anders stated she recommends that if the Council wants to list the property with a broker, then the Council should not pass the resolution in the packet because it could be marketed for 30 days, or 60 days and the proposed listing agreement says the listing period is through end of December. Mrs. Anders stated given the relative importance of this location to the City as a whole, she recommends that the Council does not tie themselves to an arbitrary number. Mrs. Anders stated that if the Council wants to market the property that they either use staff to market locally and sift through offers that are forthcoming based on conversations that Mr. Blanton has had with interested prospective buyers, or enter into a listing agreement with Mr. Kline with his recommended listing period through the end of December but could market the property for reasonable period of time rather than a specific time to see what offers come. Mr. Kline stated that this period is typical but not expected, and he does not expect to still be marketing in December. Mr. Kline stated it can be shortened if Council chooses, he is just listing the typical landmark dates. Mr. Kline stated he wants to market it for 30 days because it is important to put information out and get the public, beyond the local people, interested.

Councilman Hough asked for clarification around the process once the marketing person gets offers. Mr. Kline stated that just because you get an offer does not mean you have to entertain it. Mrs. Anders stated she would like to clarify that the state law is short without much detail on what Mr. Kline and Mr. Blanton are talking about right now, which is marketing the property, receiving offers, the Council evaluating the offers, then deciding whether or not to accept any of the multiple offers that may be received. Mrs. Anders stated that the law specifically says that the City may receive, solicit, or negotiate an Offer to Purchase property and advertise it for Upset Bids. Mrs. Anders stated when an offer is made and the Council accepts it, then the Upset Bid Process begins. Mrs. Anders stated the first bid accepted by the Council may be one among many bids and offers that have various terms. Mrs. Anders stated the City is not in the Upset Bid procedure yet, the City is just evaluating options to list, like any other seller of property. Mrs. Anders stated that once the City decides to accept an offer, then by law, the City will be in the Upset Bid process and will pass a resolution proposing to accept that specific bid with details of the bid. Mrs. Anders stated that for this reason, Mrs. Anders recommended that the Council does not pass the resolution in their packet. Mrs. Anders stated that tonight the Council should decide if they would like to list the property with Mr. Kline or have the City Manager bring potential offers to the Council from buyers that have approached him. Mrs. Anders stated that at that point, the Council can start evaluating the offers, accept one, then enter the Upset Bid procedure.

Councilman Meadows stated he would like Mrs. Anders to confirm that environmental cleanup is a covenant allowed by state law because there is a property conditions report that indicates there are particular environmental hazards that need to be cleaned up, and the Council has a duty as a public body to ensure that this cleanup occurs. Mrs. Anders said that she will confirm that restrictive covenant can be placed on the property and will get back to the City Manager. Mrs. Anders stated that her opinion is to not put the covenant on it during this process but file a type of declaration of covenants while we own it, similar to the existing public parking easement where the City declared it and the buyer is subject to that restrictive covenant. Mrs. Anders stated she believes we can get to what Councilman Meadows is asking about, but she will confirm how to get it done. Mr. Kline stated that he thinks you can add that covenant during the advertisement process. Mr. Kline stated if you accept bid and move forward, included in the advertisement is the environmental cleanup or any other conditions to the sale so that an Upset Bidder would be required to not only beat the bid by 5% but also accept those conditions.

Councilman Meadows stated there has been discussion from the Council around if the Council could limit the use or restrict who can be in or occupy the building and recalls that Mrs. Anders stated that the Council could get to the environmental cleanup with a mutual agreement, but that the Council does not have the authority to dictate the use or occupant of the new owner. Councilman Meadows stated he wants folks to understand that the City does not have the power to dictate to the new owner who goes in the space. Mrs. Anders confirmed that is correct under state law through the Upset Bid procedure, and that the Council is unable to dictate the use that the buyer put to the property through 160A-269. Mrs. Anders stated the City can put certain conditions on it, but not just any condition and she would want to confirm with legal review any condition that the Council wants to put on the property.

Councilman Kenneth Reeves asked Mr. Blanton about bids that have come in and if he can give a number of how many have been received. Mr. Blanton stated he has not received any bids. Mr. Blanton stated that interested property owners have reached out, met with him, and toured the facility, but the City has not received any official bids for the Council's consideration that would kick off the Upset Bid process, other than the offer from the Historical Society.

Councilman Craig stated that he likes the process of setting a timeline, like 30 days, so that interested people or parties can get finances and due diligence together and they have a date they know they need to meet. Councilman Craig stated, if we get offers, to review them at that time with the Council and then potentially choose one to start the process instead of just picking one to start the process. Councilman Criag stated that this would let people know what they need to do for their terms and start the Upset Bid process with more serious buyers.

Mayor Pro Tem Shoemaker stated that her hope with the Upset Bid process is that we are the best stewards of the property as it goes to the free and fair market for anyone who wants to bid. Mayor Pro Tem stated that she would like for the Council to see as many bids as possible and sell for the highest amount possible. Mayor Pro Tem Shoemaker stated she would like to see the property marketed with MECA so that it gets the maximum exposure and the highest bid for the money to come back to City.

Councilman Craig stated he is interested in gold package that Mr. Kline mentioned. Mr. Kline stated he will send more information for the Council to look at. Mr. Kline stated it is an elective piece so they can decide on it later while listing the property. Mr. Kline stated he believes that the $3,000 will come back to them severalfold and he is looking to fish as many ponds as he can.

Mr. Blanton stated there are three points that the Council needs to provide clear direction for tonight. Mr. Blanton stated that he would like direction on whether the Council would like to enter into a listing agreement with MECA. Mr. Blanton stated that the second item needing the Council's direction is whether or not the Council is interested in covering the marketing costs discussed tonight. Mr. Blanton stated that the third item needing the Council's direction is regarding Mr. Kline's recommendation for the listing price to be $750,000 in his listing agreement. Mr. Kline stated that if we start low, he thinks we will be caught in Upset Bid process for months. Mr. Kline stated someone could offer $500,000 and that is where we start the process, but if we start low, we will get people that cannot take on the property.

Councilman Hough asked for confirmation as to whether or not that the City has a master services agreement with Mr. Kline and MECA. Mrs. Anders confirmed that the City does have a master services agreement with Mr. Kline and MECA, but North Carolina Law and brokerage rules require a signed listing agreement every time you list a property. Mrs. Anders stated that the master services agreement states some of the basic terms that are filled into the current listing agreement provided by North Carolina Association of Realtors and Mr. Kline is following the master services agreement by providing the latest listing agreement. Mrs. Anders stated that she has the ability to bring the listing agreement in line with master services agreement that is already approved by the Council, which is the procedure that is being worked on. Mr. Kline stated that tonight the Council can enter into the listing agreement and he, Mr. Blanton, and Mrs. Anders can get it finalized in a day or two.

Motion: Councilman Hough made a motion to move forward with MECA and Sam Kline marketing the property, using the marketing upgrades discussed previously with the Gold level, and starting at a listing price of $750,000. Mayor Pro-Tem Shoemaker seconded the motion.

All Council members present and voting, voted in favor 4-2. (Motion carried)

Aye: Councilman Craig, Councilman Hough, Councilman Meadows, and Mayor Pro-Tem Shoemaker

Nay: Councilwoman Harris, Councilman Reeves

Councilman Meadows asked since the Council decided what goes in the listing agreement, how do we deal with the item declaring it surplus property? Mrs. Anders advised that the Council not pass a resolution such as the one in the packet tonight, and instead, since the Council is listing with a broker, allow sufficient time to market the property, receive offers, evaluate the offers as a Council, and then she will bring a resolution in the future to go with the offer that the Council chooses to accept. Councilman Meadows stated he has discomfort without an actual timeline. Councilman Meadows stated there needs to be certainty on when the process starts and asked how we get there from here? Mrs. Anders stated that the broker recommends after the listing agreement is signed that he be allowed to market the property for a minimum of 30 days and believes that any and all offers will be turned over to the City Manager as they are received. Mrs. Anders stated that the City Manager would turn those offers over to the Council, and then when the 30-day period is up the Council can determine if they want to accept any offers or continue to market the property. Councilman Meadows requested additional clarification around what happens at the end of the 30-day period and when the Upset Bid process starts. Mrs. Anders stated that the Council will start the Upset Bid process whenever the Council chooses to accept an offer. Councilman Meadows asked if we are opening offers in 30 days. Mrs. Anders stated that it will be marketed by the broker and as offers come in from prospective buyers to the broker, the offers are passed along to the City Manager which are then passed along to the Council. Mrs. Anders stated that the Council would then decide whether to accept any of the offers received. Councilman Hough stated that his understanding is that as offers are made in real time, the City Manager will present them to the Council. Mr. Kline stated that the Council can respond and say that a 30-day window to consider is desired. Mr. Kline stated that this would allow the City to continue to market the property for the remainer of the marketing period. Councilman Meadows stated he has concern about the certainty and transparency around this decision and is looking for a hard line with the number of days marketed and whatever bids that the Council has then the Council says yes or no and starts the Upset Bid process. Councilman Meadows stated he is looking for a more predictable process so that interested people know what date to get their offer in and then the process will start. Mrs. Anders stated that they might be saying the same thing because the formal action is giving the City Manager the direction to enter into the listing agreement. Mrs. Anders stated there was direction given, but not a formal vote, for the City Manager and broker to market the property for 30 days and to bring any and all offers to the Council for evaluation. Councilman Craig asked Mr. Kline if he knows what day that it will start to be marketed after the listing agreement is signed. Mr. Kline stated that he already completed the marketing materials so if it is signed tomorrow, he can go live tomorrow. Mr. Kline stated he can do a call for offers that says they are marketing 30 days and all serious buyers to get their offers in by a specified date in February or March. Mr. Kline stated that if the Council gets an offer in first day or two that his recommendation would be to let it float out in order to find as many people as possible.

Councilman Hough asked if it would make more sense to go for 30 days completely and then open all bids at the same time. Mr. Kline stated that he is required to turn over an offer the second he gets it to the City Manager. Councilman Meadows stated that he wants to ensure that this process is as transparent as possible. Councilman Meadows stated he would like for whoever makes a bid on the property to be identified and the numbers laid out but believes after the process starts it takes care of itself. Councilman Meadows stated he wants anyone who wants it to have a chance to bid for the property. Mr. Blanton asked if it would be agreeable to the Council, in the interest of transparency, to pursue the listing agreement which can be executed tomorrow, for Mr. Kline to begin marketing the property, and for there to be an agenda item on the February 10, 2025 meeting agenda as well as the February 28, 2025 retreat agenda for updates on offers received? Mr. Blanton stated that there would be two agenda items to update the public, and he would forward any offers received in the weekly update that are received before the February 10, 2025 meeting with the hope that within this 30-day period that there are multiple offers for the Council to consider at either the February 28, 2025 retreat or at the regular meeting in March. Mr. Blanton stated that this would ensure transparency that there are two agenda items devoted specifically for updating the Council and the public in a public forum of what has been received. Mr. Blanton stated he would like to note that these are not sealed bids and that these offers are made to Mr. Kline who will forward them to the City Manager and then they are a matter of public record if anyone is interested in what offers are being made to the City. The Council gave consensus for agenda items updating the Council and the public for offers received at the February 10, 2025 meeting as well as the February 28, 2025 City Council Retreat.

NEW BUSINESS

1. City Manager Report ***Jonathan Blanton***

Mr. Blanton stated that he has reached out to National Gypsum regarding the dust on Highway 273. Mr. Blanton stated that National Gypsum assured the City of Mount Holly that they are moving forward with utilizing a contractor to scrub the road eight (8) hours per day each day and that they will have a permanent fix in place in early February 2025. Mr. Blanton stated that this is a North Carolina Department of Transportation (NCDOT) road.

Mr. Blanton noted that the Planning Department will be hosting a GIS training workshop on February 17, 2025 at 6:00 pm for the public.

Mr. Blanton stated that the City has two very important bidding opportunities that went online last week. Mr. Blanton stated that these bids are phase one of the South Gateway Connector Road and the Kemp A. Michael Roadway that will be constructing YMCA Drive and Caldwell Drive. Mr. Blanton stated that those bids are due by February 13, 2025. Mr. Blanton stated that we are working with our Engineer to finish the phase two design which will consist of a bridge on the backside. Mr. Blanton stated that we are hoping to have sealed bids ready to put out by the end of the summer. Mr. Blanton stated that the second bidding opportunity that came online last week is the Dutchman Creek Bridge. Mr. Blanton stated that we will be accepting bids through February 14, 2025 for the construction of a bridge to connect the greenway.

Mr. Blanton stated that the Mount Holly Community Development Foundation and the Trailblazers have met to discuss upcoming projects for the year. Mr. Blanton thanked all of the City's community partners for the great work that they are doing and the planning efforts that are underway throughout those organizations.

Mr. Blanton reminded everyone that the annual City Council Retreat will be held on Friday, February 28, 2025, beginning at 9:30 am. Mr. Blanton invited the public to attend.

<u>CLOSED SESSION</u>

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 pursuant to N.C.G.S 143-318.11 (a) (3 and 5).

<u>Motion:</u> Councilman Hough made a motion to go out of the regular meeting and into closed session at 7:23 pm. Councilman Reeves seconded the motion.

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

<u>Motion:</u> Councilman Hough made a motion to come out of closed session and back into the regular meeting at 8:49 pm. Mayor Pro Tem Shoemaker seconded the motion.

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

Motion: **Councilman Hough made a motion to Call for a Public Hearing at the February 10, 2025 City Council Meeting to consider a proposed installment contract between the City of Mount Holly and Dean N. Stroupe Family Limited Partnership. Councilman Craig seconded the motion.**

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

ADJOURN

With no additional items for discussion, Mayor Moore entertained a motion to adjourn the January 27, 2025 City Council meeting.

Motion: Councilman Hough made a motion to adjourn the January 27, 2025 City Council meeting at 8:50 pm. Councilman Reeves seconded the motion.

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

The meeting adjourned at 8:50 pm.

Regular Meeting
Agenda Action Form

Meeting Date	From
February 10, 2025	Tara Douglas, City Clerk City Clerk

CONSENT AGENDA Item # 7

Approval of Minutes - January 27, 2025 Closed Session Meeting

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
February 10, 2025	Ryan Baker, Fire Chief Fire Department

PRESENTATIONS Item # 1

Swearing in of Fire Training Captain Kevin Baynard and Firefighter Brandon Clingerman

Will this require a public hearing?

No

Background/Purpose of Request

Captain Kevin Baynard and Firefighter Brandon Clingerman will take the oath given by the Mayor.

Fiscal Impact

Will Item affect current budget?	No
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:	0
Budget Code:	
Reviewed by City Attorney?	

Manager/Staff Recommendation

Attachments

1. Firefighter and Captain Swearing In
2. Firefighter Capt Oaths

City of Mount Holly
Action Agenda Item

To:	Mayor and City Council Ryan Baker, Fire Chief	**Date:** **Meeting Date:**	1/27/2025 2/10/2025

Agenda Item to be considered:

Swearing in of Fire Training Captain and Firefighter

Will this require a public hearing*?* ☐ **YES** ☒ **NO**

Background/Purpose of Request:

Captain Kevin Baynard and Firefighter Brandon Clingerman will take the oath given by the Mayor.

Fiscal Impact:			
Will Item affect current budget	☐ YES	☒ NO	☐ N/A
Reviewed by Finance Director	☐ YES	☒ NO	☐ N/A
Preaudit Certification required	☐ YES	☒ NO	☐ N/A
Capital Project Ordinance required	☐ YES	☒ NO	☐ N/A
Budget Transfer required	☐ YES	☒ NO	☐ N/A
Total City Dollars:			
Budget Code			
Reviewed by City Attorney	☐ YES	☐ NO	☐ N/A

Manager/Staff Recommendation:

Result of City Council Decision:

Attachments: Oath of Office

Captain

Kevin Baynard

Do you solemnly swear that you will support and defend the Constitution of the United States of America and the State of North Carolina against all enemies, both foreign and domestic, and you will faithfully and impartially discharge your duties as a Captain of the City of Mount Holly Fire Department under the appointment of the City of Mount Holly to the laws of the North Carolina to the best of your skills and abilities, so help you God.

Firefighter

Brandon Clingerman

Do you solemnly swear that you will support and defend the Constitution of the United States of America and the State of North Carolina against all enemies, both foreign and domestic, and you will faithfully and impartially discharge your duties as firefighter of the City of Mount Holly Fire Department under the appointment of the City of Mount Holly to the laws of the North Carolina to the best of your skills and abilities, so help you God.

Regular Meeting
Agenda Action Form

Meeting Date	From
February 10, 2025	Paul Lowe, Assistant Planning Director Planning

PRESENTATIONS Item # 2

Consideration & Approval of the Works that will be Installed in the Outdoor Gallery

Will this require a public hearing?

No

Background/Purpose of Request

The six works that are provided for review will replace the current installations that are on display in the Outdoor Gallery at the pergola adjacent to City Hall & were generated by Arts Mount Holly's annual Plein Air Event. If the art is approved, then staff will work with our contractor to have the Outdoor Gallery updated by the end of April. The PAAC reviewed and recommended approving the art at their January 15th meeting.

Fiscal Impact

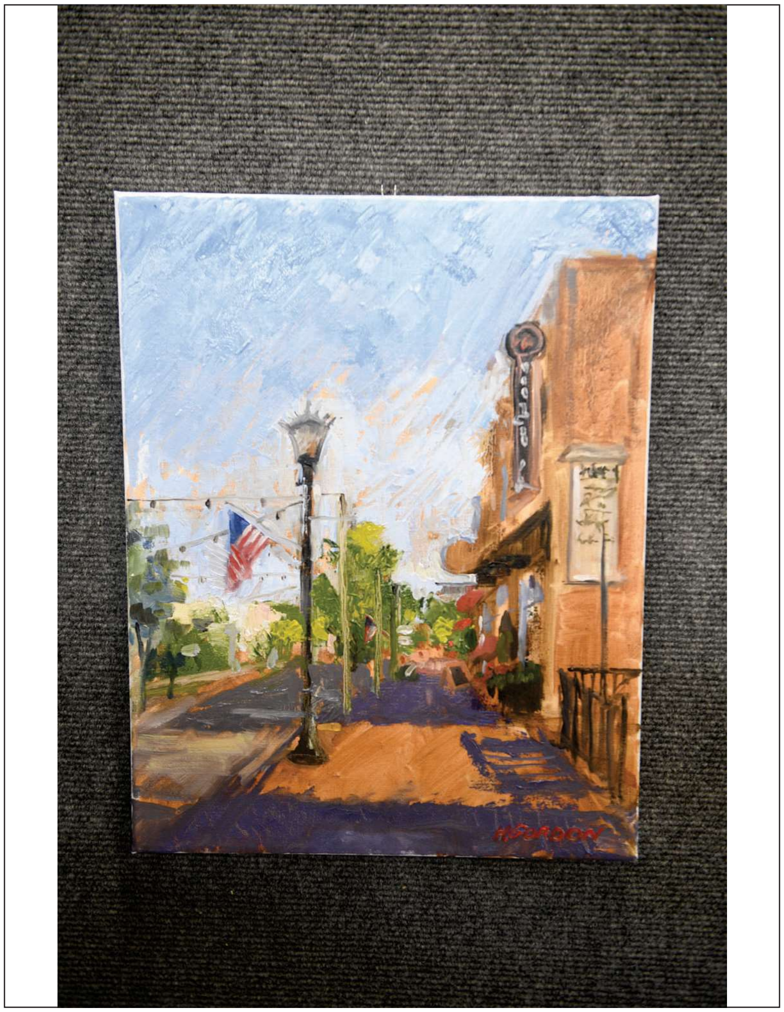
Will Item affect current budget?	Yes
Reviewed by Finance Director?	No.
Preaudit Certification Required?	No.
Capital Project Ordinance Required?	No.
Budget Transfer Required?	No.
Total City Dollars:	$3,267.93 for the change out of the works, and $1,200 ($200.00 each) for payments to artists. **For a total of $4,467.93.**
Budget Code:	10-40-4910-603
Reviewed by City Attorney?	No

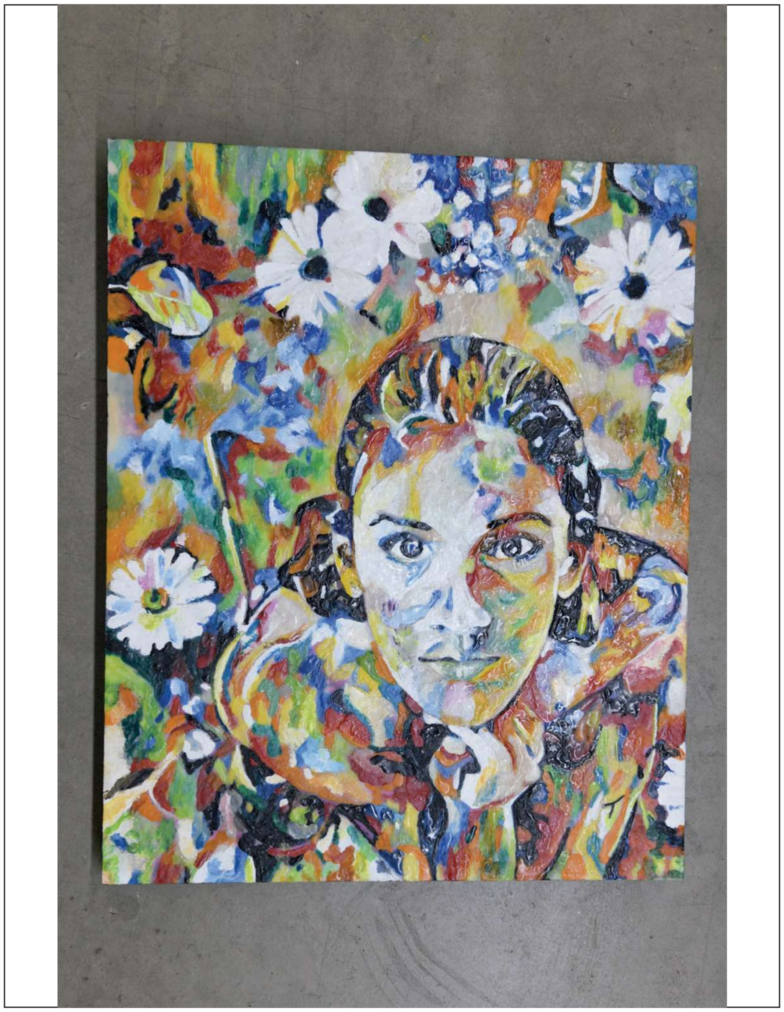
Manager/Staff Recommendation

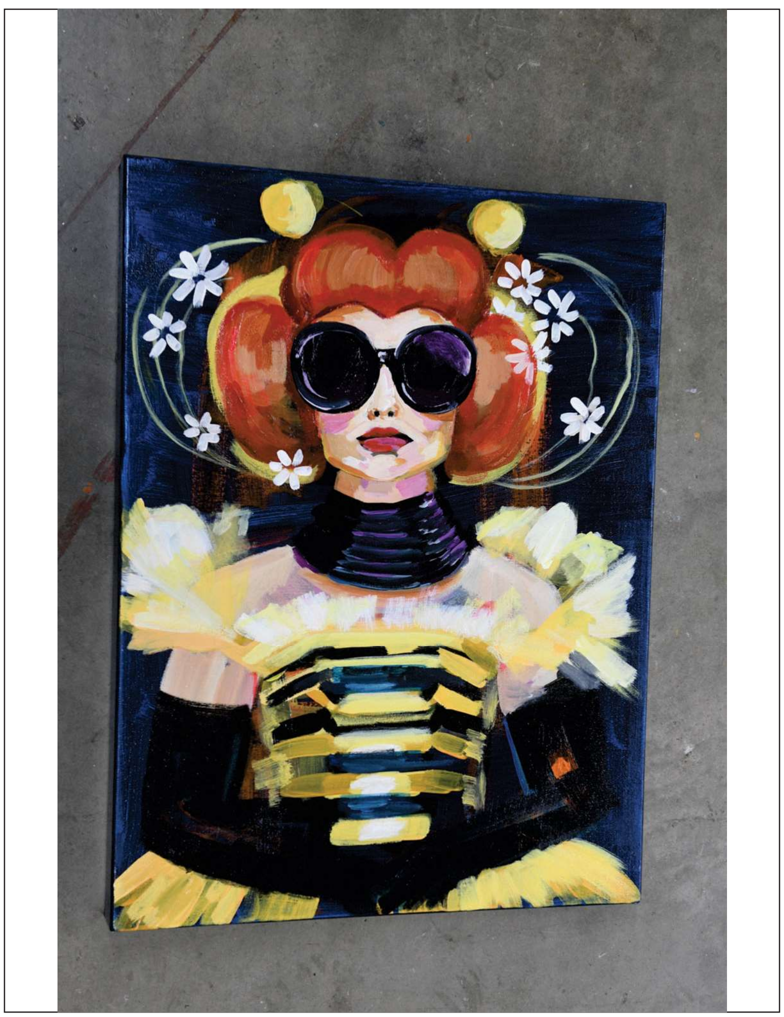
Approve the proposed works that will be installed in the Outdoor Gallery in April.

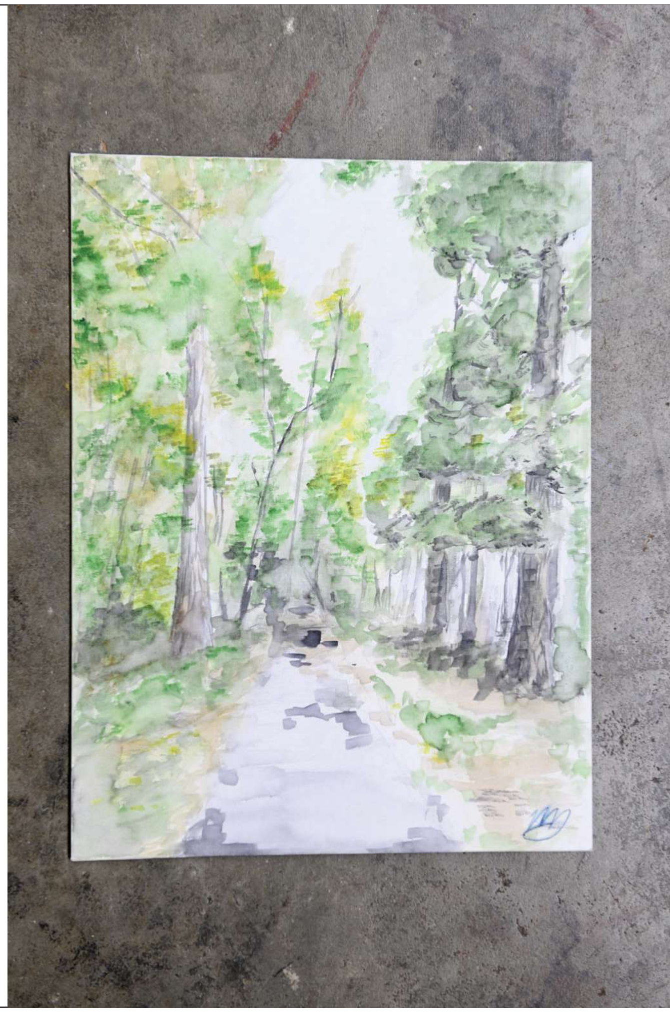
Attachments

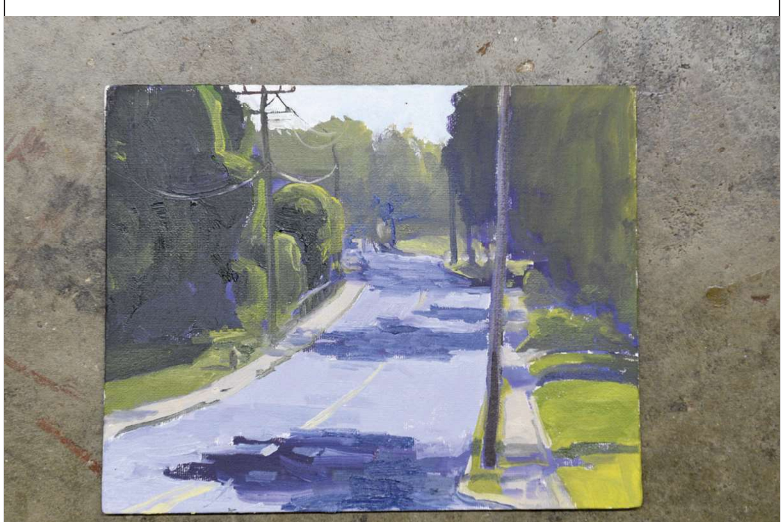
1. Outdoor Gallery Works for 2025











Regular Meeting
Agenda Action Form

Meeting Date	From
February 10, 2025	Jonathan Blanton, City Manager City Management

PUBLIC HEARING Item # 1

Consideration of a proposed installment contract between the City of Mount Holly and Dean N. Stroupe Family Limited Partnership.

Will this require a public hearing?

Yes

Background/Purpose of Request

The City proposes to enter into an installment contract for the purpose of providing funds, in an amount not to exceed $3,143,000.00 for the purpose of acquiring real property owned by Dean N. Stroup Family Limited Partnership.

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. Installment Financing for the Stroupe Properties

Mount Holly — Connecting Community & Nature

CITY *of* MOUNT HOLLY
Office of the City Manager

To: Mayor Moore and Mount Holly City Council
From: Jonathan D. Blanton, City Manager
Date: February 3, 2025
RE: Installment Financing for the Stroupe Properties

Dear Mr. Mayor and Council:

The City of Mount Holly currently has two contracts with Dean N. Stroupe Family Limited Partnerships ("the Stroupes") to purchase properties located at 120 East Central Avenue and 128-140 East Central Avenue ("the Properties"). These contracts were executed in February 2024 after being approved by the Mount Holly City Council. The examination period for these contracts ends on March 2, 2025.

The Stroupes have submitted an option for the City to finance the purchase of these properties over a twenty-four-month period. The terms of the agreement would consist of the following:

- Purchase Price: $3,143,000.00
- $50,000.00 Already Paid for Expenses on September 5, 2024
- $200,000.00 Down at Closing (March 2025)
- Which leaves a balance of $2,893,000.00 @ 6.5% interest to be paid on the twenty-fourth month (March 2027)

Per North Carolina General Statue 160A-20(a), a unit of local government may finance the purchase of real property by installment contracts that create in some or all of the property purchased a security interest to secure payment of the purchase price to the seller or to an individual or entity advancing moneys or supplying financing for the purchase transaction.

Should the Council wish to entertain this offer now, or in the future, a public hearing will be required per North Carolina General Statute 160A-20(g). As the examination period for these contracts ends on March 2, 2025, a public hearing is scheduled and the required notice was published in *The Gaston Gazette* on Thursday, January 30, 2025.

Please let me know if you have any questions, or if you would like to discuss further.

Thank you and best regards,

Jonathan D. Blanton
Mount Holly City Manager

Enclosure(s): 1 Offer to Purchase Mount Holly Properties from Dean N. Stroupe Family Limited Partnership
2 Notice of a Public Hearing – Issuance of Installment Purchase FInancing

January 23, 2025

Mr. Sam Kline
MECA
102 Main St., Suite 110
McAdenville, NC 28101

Re: Offer to purchase Mount Holly properties listed below
from Dean N. Stroupe Family Limited Partnership

Parcel 123827 138 E. Central Ave.
Parcel 123820 E. Central Ave. (Fenced in parking lot)
Parcel 123828 140 E. Central Ave.
Parcel 123829 150 E. Central Ave. (Lot between 140 and 206)
Parcel 123822 120, 122, 124 & 126 E. Central Ave.- Two-Story
Parcel 123824 200 Municipal Lane
Parcel 123821 128 E. Central Ave.

Proposed Terms for purchase

Purchase price $3,143,000.00

$50,000 already paid for expenses on 9/5/2024

$200,000 Down @ Closing

6% Interest paid monthly for 24 months with the balance of $2,893,000.00 to be paid on the 24th month.

If you have any questions, please reach out to us.

Dean N. Stroupe
General Partner
Dean N. Stroupe Family Limited Partnership

DNS/olr

MOUNT HOLLY

Tara Douglas <tara.douglas@mtholly.us>

Thank you for placing your order with us.

Gastonia Legals <GastonLegals@gannett.com>
To: tara.douglas@mtholly.us

Mon, Jan 27, 2025 at 9:00 PM

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.

Changes and/or cancellations may not be honored up to 2 business days prior to your first publication date.

Job Details

Order Number:	**LWLM0230049**
Classification:	Govt Public Notices
Package:	General Package
Additional Options:	1 Affidavit $5.00
	Total payment: $131.50

Schedule for ad number LWLM02300490

Thu Jan 30, 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 A PUBLIC HEARING: Issuance of Installment Purchase Financing

NOTICE OF A PUBLIC HEARING FOR ISSUANCE OF INSTALLMENT PURCHASE FINANCING

Notice is hereby given of a public hearing to be held at 7:00 PM on Monday, February 10th 2025 in the Council Chamber of the Mount Holly Municipal Complex, 400 East Central Avenue, Mount Holly, North Carolina 28210 for the purpose of considering whether the Mount Holly City Council ("the City") should approve a proposed installment contract between the City and Dean N. Stroupe Family Limited Partnership and certain related documents. Section 160A-20(g) of the North Carolina General Statutes requires the City to hold a public hearing prior to entering into an installment contract.

The City proposes to enter into the installment contract for the purpose of providing funds, in an amount not to exceed $3,143,000.00, for the purpose of acquiring real property owned by Dean N. Stroupe Family Limited Partnership. The City would secure the repayment by it of the moneys advanced pursuant to the proposed installment contract by granting a security interest in the real properties financed by the contract. Any persons wishing to comment on the proposed installment contract are encouraged to attend the public hearing and express their views.

Please contact the Mount Holly City Clerk's Office for more information at (704) 822-2938, 400 East Central Avenue, Mount Holly, North Carolina 28210.

Regular Meeting
Agenda Action Form

Meeting Date	From
February 10, 2025	Jon Ford, City Engineer City Engineer

NEW BUSINESS Item # 1

Consideration of a request by Jacob Jordan to approve water utilities as an outside customer to 107 Riverside Drive, Gaston County Tax Parcel ID # 176293

Will this require a public hearing?

No

Background/Purpose of Request

In December, the City received a request from Jacob Jordan to provide water utilities on his property, located between Westland Farm Road and Old Hickory Grove Road. Deputy Utilities Director Robby Stewart and City Engineer Jon Ford reviewed this request and determined that the extension of the water line at the applicant's cost was feasible. The sewer extension does not make financial sense because of the distance to the closest sewer manhole/line and existing topography. Mr. Jordan is planning on subdividing his property and building an additional house to also have City water. This waterline extension would be done at Mr. Jordans cost and an estimate has been sent to him for the extension of 1,050 linear feet of waterline and copper tracer wire, 2" gate valve, a cast iron valve box, 1 knuckle rest adapter, system development fee, 2 tapping fees and 2 meters for the two properties.

However, before Mr. Jordan proceeds any further, it is prudent to determine if Council will approve sewer utilities at the property owner's cost as an outside customer. Typically, outside customers pay double the inside-city-limits utility rates.

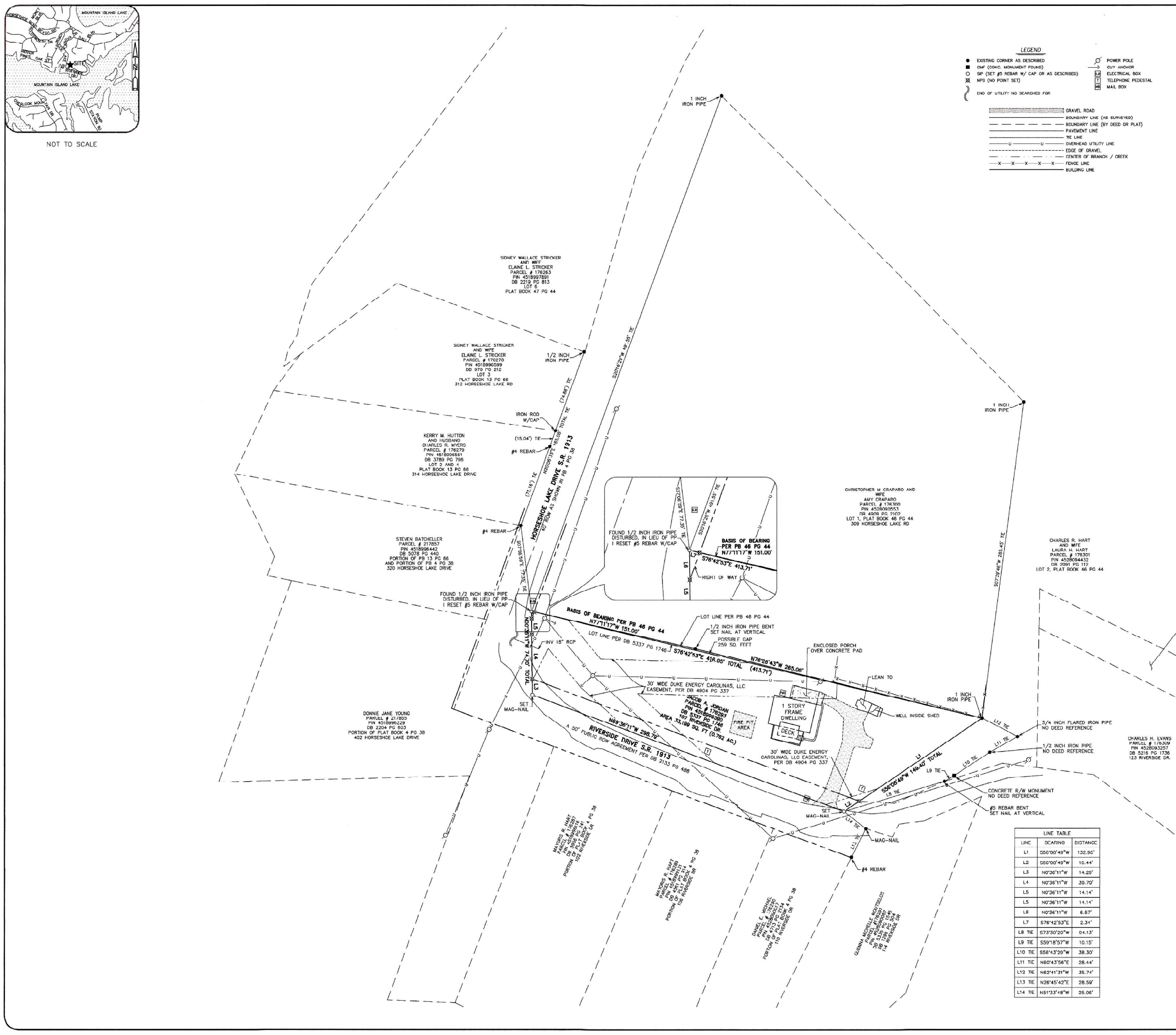
Fiscal Impact

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:	$0
Budget Code:	N/A
Reviewed by City Attorney?	No

Manager/Staff Recommendation

Attachments

1. 230800.000 107 Riverside Dr Boundary Survey Sealed



BASIS OF BEARING
PLAT BOOK 46 PG 44

I, GARY SCOTT WAGONER, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED RECORDED IN DEED BOOK 5337, PAGE 1746; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN DEEDS AS SHOWN; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:14,600; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED, AND THAT THE SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET. IN ACCORDANCE WITH G.S. 47-30(F)(11)C.1:

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS THE 2ND DAY OF FEBRUARY, 2024.

Gary Scott Wagoner

GARY SCOTT WAGONER, PLS L-4547

NORTH CAROLINA PROFESSIONAL SEAL L-4547 LAND SURVEYOR GARY SCOTT WAGONER

2/2/24

NOTES:

1. TRAVERSE ADJUSTED BY LEAST SQUARES ADJUSTMENT METHOD, RAW ERROR OF CLOSURE 1:14,600
2. ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
3. FLOODPLAIN DATA SCALED FROM F.I.R.M. MAP NUMBER 3710452800L; EFFECTIVE DATE SEPTEMBER 02, 2015 AND F.I.R.M. MAP NUMBER 3710451800L; EFFECTIVE DATE SEPTEMBER 02, 2015, NOT FIELD LOCATED (NOT FIELD LOCATED).
   ZONE X = AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
4. BASIS OF BEARING IS THE SOUTHERLY LINE OF LOT 1 PLAT BOOK 46 PG 44 (GASTON COUNTY REGISTER OF DEEDS), LABELED AS N 77° 11' 17" W, WITH A DISTANCE OF 151.10 FEET, UNIT OF MEASUREMENT IS U.S. SURVEY FEET.
5. NO UNDERGROUND UTILITIES WERE LOCATED WITH THIS SURVEY. THERE MAY BE UNDERGROUND UTILITIES THAN THOSE SHOWN. BEFORE DOING ANY DIGGING, CALL N.C. ONE-CALL (1-800-632-4949).
6. THIS MAP DOES NOT CONFORM TO G.S. 47-30 AS AMENDED AS IT IS NOT INTENDED TO BE RECORDED.

REFERENCES:

1. ALL DEEDS AND MAPS SHOWN HEREON:
2. GASTON COUNTY ONLINE G.I.S. TAX MAP & REGISTER OF DEEDS.
3. A RECORDED MAP TITLED "LINEBERGER SUBDIVISION PLAT" RECORDED MARCH 15, 1935 WITH THE GASTON COUNTY REGISTER OF DEEDS IN PLAT BOOK 4 PAGE 38.
4. A RECORDED MAP TITLED "PROPERTY OF LESTER LINEBERGER HORSE SHOE BEND RIVER VIEW" RECORDED AUGUST 19, 1947 WITH THE GASTON COUNTY REGISTER OF DEEDS IN PLAT BOOK 8 PAGE 75.
5. A RECORDED MAP TITLED "CRAWFORD HEIGHTS NEAR GASTONIA" RECORDED MAY 15, 1956, WITH THE GASTON COUNTY REGISTER OF DEEDS IN PLAT BOOK 12 PAGE 28.
6. RECORDED MAP TITLED "PART OF R. E. LINEBERGER ESTATE HORSESHOE PARK" BY F. C. RANKIN, DATED NOVEMBER 23, 1955, AND RECORDED NOVEMBER 29, 1955, WITH THE GASTON COUNTY REGISTER OF DEEDS IN PLAT BOOK 12 PAGE 81.
7. RECORDED MAP TITLED "ADDITIONAL LOTS IN HORSESHOE PARK, R. E. LINEBERGER ESTATE PROPERTY" BY F. C. RANKIN, DATED JULY 10, 1956, AND RECORDED MAY 23, 1957, WITH THE GASTON COUNTY REGISTER OF DEEDS IN PLAT BOOK 13 PAGE 66.
8. A RECORDED MAP TITLED "FINAL PLAT OF PHASE E MOUNTAIN ISLAND CROSSING" BY SPRATT AND BROOKS LAND SURVEYING, DATED JANUARY 30, 1991, AND RECORDED MARCH 01, 1991, WITH THE GASTON COUNTY REGISTER OF DEEDS IN PLAT BOOK 46 PAGE 44.
9. A RECORDED MAP TITLED "FINAL PLAT OF RIVERBEND CROSSING" BY SPRATT AND BROOKS LAND SURVEYING, DATED FEBRUARY 26, 1991, AND RECORDED DECEMBER 13, 1991, WITH THE GASTON COUNTY REGISTER OF DEEDS IN PLAT BOOK 47 PAGE 44.

LINE TABLE

LINE	BEARING	DISTANCE
L1	S56°00'49"W	132.90'
L2	S56°00'49"W	10.44'
L3	N0°36'11"W	14.29'
L4	N0°36'11"W	39.70'
L5	N0°36'11"W	14.14'
L5	N0°36'11"W	14.14'
L6	N0°36'11"W	6.57'
L7	S76°42'53"E	2.34'
L8 TIE	S73°30'20"W	94.13'
L9 TIE	S59°18'57"W	10.15'
L10 TIE	S56°43'29"W	38.30'
L11 TIE	N60°43'56"E	28.44'
L12 TIE	N62°41'31"W	35.74'
L13 TIE	N26°45'42"E	28.59'
L14 TIE	N51°33'48"W	25.06'

SHEET 1 OF 1

BOUNDARY SURVEY OF::

107 RIVERSIDE DR., PARCEL NUMBER 176293

RIVER BEND TOWNSHIP, GASTON CO., NORTH CAROLINA

OWNER:	CLIENT:
JACOB A. JORDAN 107 RIVERSIDE DRIVE MOUNT HOLLY, NC 28120	SKYLINE PROPERTY SOLUTIONS LLC 12 PALASIDE DRIVE NE CONCORD, NC 28025

DATE: FEBRUARY 02, 2024
REVISED: ----
SCALE: 1" = 40'
JOB NO.: 230800.000

COMPUTED BY: RV
DRAWN BY: RV
CHECKED BY: GSW

SCALE IN FEET
0 40 80 120

CESI
CIVIL - GEOTECHNICAL - SURVEYING
N.C. FIRM LICENSE NO. C-0263
45 SPRING STREET SW CONCORD (704) 786-5404
CONCORD, NC 28025
ACAD FILE: 230800 BNDRY.DWG

Regular Meeting
Agenda Action Form

Meeting Date	From
February 10, 2025	Jonathan Blanton, City Manager City Management

NEW BUSINESS Item # 2

City Manager Report

1. Update on offers received for 131 S. Main Street

Will this require a public hearing?

No

Background/Purpose of Request

City Manager Blanton to provide an update for the Council and the citizens of Mount Holly.

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