



January 12, 2026 City Council Regular Meeting

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



City of Mount Holly City Council Regular Meeting

January 12, 2026 | 7:00 PM
Municipal Complex - Council Chambers
400 East Central Avenue
Mount Holly, NC 28120

CALL TO ORDER

INVOCATION: Pastor Charles McCorkle from Wesley Chapel Holiness Church

PLEDGE OF ALLEGIANCE:

SET THE AGENDA

CONSENT AGENDA

1. Adopt amended Fee Schedule for 2025-2026 (Stanley Water Agreement)
2. Approval of Council Committee and Liaison Appointments for 2026-2027
3. Appointment of Interim Finance Director
4. Budget Amendment for South Gateway Road Connector
5. Budget Amendment for Police Enterprise Leases
6. Budget Amendment and establish Capital Project Ordinance for the 911 Communications Center
7. Approval of a Resolution Assigning the ABC Board Designee
8. Adopt update to Code of Laws Notice of Abatement for Nuisance Violations which is found in Chapter 50 section 50.035
9. Approval of Adoption of Six Liens for Nuisance Abatement.
10. Call for a public hearing to consider a rezoning of Tax Parcel #'s 177847, 177844, 177594, 177846, and 218371 from R-1 (Gaston County) and R-12 (City) to City CD-MF (Conditional District Multifamily) for the Holly Heights Townhome Development, Case R-26-1.
11. Approval of City Council Meeting Minutes - December 8, 2025
12. Approval of Closed Session City Council Meeting Minutes — December 8, 2025

PRESENTATIONS

1. Approval of the Final Design Associated with the Accuvision Mural Project

Paul Lowe

2. SpringFest Event Series

Chloe Clary, Eric Smallwood



City of Mount Holly City Council Regular Meeting

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Municipal Complex - Council Chambers
400 East Central Avenue
Mount Holly, NC 28120

3. Waste Water Treatment Plant Decommissioning Update

Robert Stewart

PUBLIC COMMENT –Three (3) Minute Limit NEW BUSINESS

1. Downtown Development Timeline

Jonathan Blanton

2. Discussion of Zoning Districts and Lot Sizes

Greg Beal

3. City Manager Report

Jonathan Blanton

CLOSED SESSION

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

ADJOURN



Regular Meeting Agenda Action Form

Meeting Date

January 12, 2026

From

Michelle Wood, Finance Director
Finance

CONSENT AGENDA Item # 1

Adopt amended Fee Schedule for 2025-2026 (Stanley Water Agreement)

Will this require a public hearing?

No

Background/Purpose of Request

Adopt Amended Fee Schedule per new rate for Stanley Agreement

Fiscal Impact

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

Manager/Staff Recommendation

Recommend adoption of the amended Fee Schedule 2025-2026

Attachments

1. Amended Fee Schedule 2025-2026 (Stanley Rate)



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

Amended 1-12-2026

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

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

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

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

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

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

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

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

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

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

Municipal Complex Rental Fees

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

Training Rooms

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

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

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

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

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

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

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

\$50.00 non-refundable clean up fee.

\$100.00 refundable damage fee.

	2025-2026
Special Event Service Fee	
Special Event Application Fee	\$200.00
Fee for Service (4 Hour Event)	\$2,400.00
Fee for Service- Alcohol (4 Hour Event)	\$2,800.00
Fee for Service (8 Hour Event)	\$3,700.00
Fee for Service- Alcohol (8 Hour Event)	\$4,300.00
Vendor Fees	
Arts & Crafts, Business selling items	\$25.00
Business not selling anything	\$50.00
Non-Profit food vendor	\$45.00
Commercial food vendor	\$50.00
Rides & entertainment	\$75.00/space
Parade Entry	\$20.00
Civic or Church not selling anything	1 Free Spot \$25.00 (Refundable Deposit Required)

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

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

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

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

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

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

Example(not actual):

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

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

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

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



Regular Meeting Agenda Action Form

Meeting Date

January 12, 2026

From

Brian DuPont, Assistant City Manager
City Management

CONSENT AGENDA Item # 2

Approval of Council Committee and Liaison Appointments for 2026-2027

Will this require a public hearing?

No

Background/Purpose of Request

Fiscal Impact

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

Manager/Staff Recommendation

Attachments

1. Committee Appointments and Mayor Memo 2026-2027



CITY of MOUNT HOLLY

David Moore, Mayor
Phyllis Harris, Mayor Pro Tem
Ivory Craig, Councilman
Jeff Meadows, Councilman
William T. Brooks, Councilman
Kenneth Reeves, Councilman
Lauren Shoemaker, Councilwoman
Jonathan Blanton, City Manager

400 East Central Ave. Post Office Box 406 Mount Holly, NC 28120 704-827-3931 704-822-2933 fax www.mtholly.us

December 8, 2025

Dear Council:

Below you will find your liaison and committee assignments for the next two years.

It is important to note that the role of a council-liaison is to communicate, listen, and cooperate with outside organizations. No individual councilmember has the authority to direct any outside organization, or to speak on behalf of the City Council as a whole. A liaison should only listen and provide assistance when requested by the outside organization.

Committee Assignments for 2026/2027

- (1) Gaston County Metropolitan Planning Organization (MPO):
 - a. Reeves (primary), Meadows (alternate).
- (2) Public Arts Advisory Council:
 - a. Shoemaker (primary), Reeves (alternate).
- (3) BOOMA:
 - a. Meadows (primary), Craig (alternate).
- (4) ABC:
 - a. Harris (primary and signing authority), Moore (alternate).
- (5) TDA:
 - a. Craig (primary), Meadows (alternate).
- (6) League of Municipalities:
 - a. Harris (primary), Craig (alternate).
- (7) Centralina:
 - a. Shoemaker (primary), Reeves (alternate).
- (8) Black Forum Foundation:
 - a. Brooks (primary), Harris (alternate).
- (9) Mount Holly Community Development Foundation:
 - a. Brooks (primary), Harris (alternate).

- (10) Mount Holly Historical Society:
 - a. Brooks (primary), Reeves (alternate).
- (11) Recreation Commission:
 - a. Harris (primary), Moore (secondary).
- (12) Farmers Market:
 - a. Reeves (primary), Shoemaker (alternate).
- (13) YMCA:
 - a. Craig (primary), Brooks (alternate).
- (14) Beautification
 - a. Moore (primary), Shoemaker(alternate).

With the exception of the Gaston County Metropolitan Planning Organization, the League of Municipalities, and Centralina no liaison has an official vote on official matters brought before outside entities.

Sincerely,

David Moore
Mayor of Mount Holly



Regular Meeting Agenda Action Form

Meeting Date

January 12, 2026

From

Brian DuPont, Assistant City Manager
City Management

CONSENT AGENDA Item # 3

Appointment of Interim Finance Director

Will this require a public hearing?

No

Background/Purpose of Request

It is recommended to appoint Becky Conder as the Interim Finance Director effective January 1st, 2026.

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

Appoint Becky Conder as Interim Finance Director

Attachments

1. Resolution - Rebecca Conder Interim Finance Officer

CITY OF MOUNT HOLLY
RESOLUTION NAMING REBECCA CONDER AS INTERIM FINANCE OFFICER

WHEREAS, North Carolina General Statute §159-24 specifies and directs that each local government shall appoint a Finance Officer to hold office and carry out the duties prescribed by law; and

WHEREAS, Charter for the City of Mount Holly provides for the appointment of the Finance Officer by the City Manager; and

WHEREAS, Rebecca Conder has so been designated Interim Finance Officer effective January 1, 2026; and

WHEREAS, Council wishes to ensure the continuity and continuation of financial operations and adhere to requirements General Statute §159-24; and

WHEREAS, North Carolina General Statute §159-28 requires that a Finance Officer designated for the purpose of signing the pre-audit certificate, must be so approved and designated by resolution of the Board; and

WHEREAS, the City Council is of the opinion that Rebecca Conder possesses the requisite knowledge, experience and qualifications to serve as the Interim Finance Officer for the City of Mount Holly; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Mount Holly, North Carolina that:

1. Rebecca Conder is hereby appointed as the Interim Finance Officer.
2. Any past resolution appointing a Finance Officer is hereby repealed.

IN WITNESS WHEREOF, The City of Mount Holly has caused this resolution to be effective upon its adoption this 12th day of January, 2026.

Mayor David Moore

ATTEST:

Tara Douglas, City Clerk



Regular Meeting Agenda Action Form

Meeting Date

January 12, 2026

From

Steven Haynie, Site Inspector
Public Works

CONSENT AGENDA Item # 4

Budget Amendment for South Gateway Road Connector

Will this require a public hearing?

No

Background/Purpose of Request

This budget amendment is for all current and future change orders, for the design of South Gateway Road Connector Phase 1 & 2.

Fiscal Impact

Will Item affect current budget?	Yes
Reviewed by Finance Director?	Yes
Preaudit Certification Required?	No
Capital Project Ordinance Required?	No
Budget Transfer Required?	Yes
Total City Dollars:	\$500,000.00
Budget Code:	10-00-8000-550
Reviewed by City Attorney?	No

Manager/Staff Recommendation

Staff recommends approval of this budget amendment.

Attachments

1. South Gateway Road Connector Change Order #16. 10-2025
2. Budget Amendment Form



CHANGE ORDER

PROJECT NAME: **Mount Holly Parkway**

CHANGE ORDER #: 16

CHANGE ORDER DATE: 10/14/2025

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

PROJECT #: 1021267

DATE OF CONTRACT: 12/14/2021

The above referenced contract is changed as follows:

Phase	Description	Phase Amount
914	Easement Staking by GPI Geospatial, Inc	\$1,850.00

***See attached Scope of Services.*

The original contract amount for lump sum and hourly not to exceed was..... \$123,270.00

Net change by previous change orders..... \$415,006.25

Net change by this change order..... \$1,850.00

Revised contract amount for lump sum and hourly not to exceed..... \$540,126.25

Change order total does not include any hourly or HNTE monthly fee estimates, which are billed monthly as incurred.

NOT VALID UNLESS SIGNED BY ALL PARTIES

LANDDESIGN, INC.

CONSULTANT

PO Box 36959

Address

Charlotte, NC 28236-6959

Signed by:

Frank J. McMahan

Signature

Frank McMahan, PE for LandDesign, Inc.

Managing Partner

10/15/2025

Date

City of Mount Holly

CLIENT NAME

P.O. Box 406

Address

Mt. Holly, NC 28120

Signed by:

Jonathan Blanton

Signature

Jonathan Blanton, City Manager

10/15/2025

Date



Exhibit A

GPI Geospatial, Inc.
Geomatics | LiDAR | Photogrammetry

Authorization for Professional Services

Project Name:	Mt. Holly Connector	Contact:	Elizabeth Kellen
Proposal Number:	2101076.03	Address:	223 N. Graham St.
Date:	10/14/2025		Charlotte, NC 28202
No. of Pages:	2	Phone Number:	704.333.0325
Company Name:	LandDesign Inc	Email:	ekellen@landdesign.com

GPI Geospatial, Inc. will provide the following services:

Task 500 – Stake the temporary construction easement, the new right of way line and the affected portion of the property line within the Textum Parcel.

Exclusions: Boundary surveys, wetlands survey, or other service not included in the description above.

Compensation:

Based upon the above services and the enclosed Terms and Conditions, our fee for these services shall be as follows:

☐ Task 500 "Easement staking" Lump Sum: \$1,850

Please indicate your acceptance by signing below and returning a copy of this Agreement. Work will proceed only after the receipt of the signed Agreement. Through their signature, the Client declares that they understand and agree to the enclosed Terms and Conditions and has discussed with GPI Geospatial, Inc. any or all details that might be unclear.

For purposes of this Agreement only, electronic signatures shall be considered an original signature and shall have the same force and effect as an original signature.

Sincerely,

For GPI Geospatial, Inc.

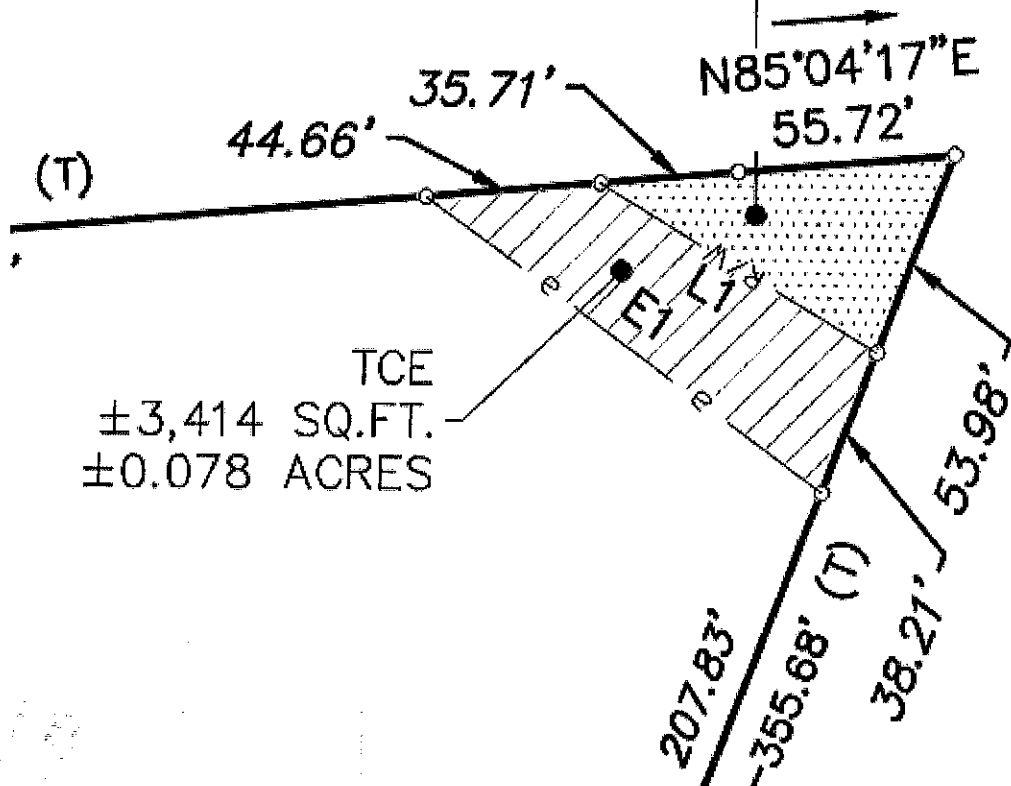
For LandDesign Inc
By: Elizabeth Kellen

Name: A. Cory Williams Date: 10/14/25
Title: Assistant Vice President

Name: Elizabeth Kellen Date
Title:

0604345
MONT DEL
LATES, LLC
295-1197
73-67

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Regular Meeting Agenda Action Form

Meeting Date

January 12, 2026

From

Brian Reagan, Police Chief
Police Department

CONSENT AGENDA Item # 5

Budget Amendment for Police Enterprise Leases

Will this require a public hearing?

No

Background/Purpose of Request

Budget Amendment for additional leases in the Police Department

Fiscal Impact

Will Item affect current budget?	Yes
Reviewed by Finance Director?	Yes
Preaudit Certification Required?	No
Capital Project Ordinance Required?	No
Budget Transfer Required?	No
Total City Dollars:	55,000
Budget Code:	10-10-4310-439
Reviewed by City Attorney?	No

Manager/Staff Recommendation

Recommend approval of Budget Amendment

Attachments

1. Budget Amendment Form

CITY OF MOUNT HOLLY
FY 25-26 Budget Amendment

Account Number	Description	Account Debit	Account Credit
10-00-3991-000	Fund Balance Appropriation	\$0.00	\$55,000.00
10-10-4310-439	Equipment Rental/Lease	\$55,000.00	\$0.00
TOTAL		\$55,000.00	\$ 55,000.00

Date Submitted: 12-Jan-26

Finance Officer/Deputy: _____

City Manager: _____

Department Comments:

Amendment to appropriate fund balance for Fleet Leases



Regular Meeting Agenda Action Form

Meeting Date

January 12, 2026

From

Steven Haynie, Site Inspector
Public Works

CONSENT AGENDA Item # 6

Budget Amendment and establish Capital Project Ordinance for the 911 Communications Center

Will this require a public hearing?

No

Background/Purpose of Request

This project has been in the works for several years and involves many different agencies. In February 2023, the City posted an RFQ for the design of the 911 Center. There were two firms that submitted. The City chose Stuart-Cooper-Newell (SCN) in September 2024, to design the 911 Center based on qualifications. SCN recommended the City advertise/post an RFQ for a Construction Manager @ Risk (CMAR), considering the complexity of this project. In March 2025, the City advertised an RFQ for a CMAR and there were four firms that submitted. In July 2025, Edifice Construction was selected as the Construction Manager @ Risk based on their qualifications.

The Police Department is requesting this budget amendment to move the project forward and start construction. This project is vital to the City and our citizens being that Mount Holly serves as one of the two 911 centers for all of Gaston County.

Fiscal Impact

Will Item affect current budget?	Yes
Reviewed by Finance Director?	Yes
Preaudit Certification Required?	No
Capital Project Ordinance Required?	Yes
Budget Transfer Required?	Yes
Total City Dollars:	\$1,073,523.10
Budget Code:	See attached Budget Form
Reviewed by City Attorney?	No

Manager/Staff Recommendation

Staff recommends approving this Budget Amendment/Project Ordinance.

Attachments

1. SCN Contract

2. Mt. Holly 911_SD Estimate
3. 20251202 Mount Holly SBFi Pri Console Furniture FINAL
4. Capital Project Ordinance 911 upgrade 1-12-26
5. BD#11



Project Management Contract Execution Process

- CONTRACT APPROVED BY PROJECT MANAGER AND DEPARTMENT HEAD



- FINANCE AUDIT BY FINANCE DIRECTOR



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



- RETURNED TO PROJECT MANAGER



Notes:

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Thirtieth (30th) day of September in the year Two Thousand Twenty Four (2024)
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Mount Holly
400 East Central Avenue
Mount Holly, North Carolina 28120

and the Architect:
(Name, legal status, address and other information)

Stewart-Cooper-Newell Architects, P.A.
719 East Second Avenue
Gastonia, North Carolina 28054
Telephone Number: (704) 865-6311
Fax Number: (704) 865-0046

for the following Project:
(Name, location and detailed description)

City of Mount Holly 911 Communications Center

Design, Construction Documents, Bidding / Negotiations and Standard Construction Administration Services for the renovation of a portion of the existing police department that houses the 911 Communications Center.

See Scope / Proposal Letter dated August 12, 2024, attached as Exhibit "A".

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

See Scope / Proposal Letter dated August 12, 2024, Attached as Exhibit "A".

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- 1 Design phase milestone dates, if any:

init,

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Unknown at time of execution

.2 Construction commencement date:

Unknown at time of execution

.3 Substantial Completion date or dates:

Unknown at time of execution

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive bid

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Elizabeth Bell
400 East Central Avenue
Mount Holly, North Carolina 28120
Telephone Number: (704) 951-0074
Email Address: elizabeth.bell@mtholly.us

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

N/A

.2 Civil Engineer:

N/A

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

James R. Stumbo, AIA, LEED-AP BD+C
719 East Second Avenue
Gastonia, North Carolina 28054
Telephone Number: (704) 865-6311
Email Address: jstumbo@scn-architects.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

N/A

.2 Plumbing / Mechanical / Electrical Engineer:

Optima Engineering
1927 South Tryon Street, Suite 300
Charlotte, North Carolina 28203

.3

§ 1.1.11.2 Consultants retained under Supplemental Services:

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

The use of Building Information Modeling (BIM) and other Digital Data is yet to be determined

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§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million (\$ 1,000,000.00) for each occurrence and Two Million (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than Five Hundred Thousand (\$ 500,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million (\$ 1,000,000.00) each accident, One Million (\$ 1,000,000.00) each employee, and One Million (\$ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million (\$ 1,000,000.00) per claim and Two Million (\$ 2,000,000.00) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

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§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary plumbing, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. Based upon typical Agency review comments and approvals encountered with public funded projects, the Architect has budgeted 40 work hours for the response to said Agency comments.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

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§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

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§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge

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of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment,

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or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

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- 4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.1.1 The Architect shall:

- 1 The Architect shall provide, as a part of the Basic Services, one final inspection after the Contractor notifies the Architect that the project is complete.
- 2 The Architect shall, upon final inspection, prepare a written punch list of items to be completed or corrected and promptly provide the list to the Contractor.
- 3 The Contractor shall be required to complete the project and the items on the punch list and provide all required closeout documents within 30 days of the final inspection.
- 4 The Architect shall provide one (1) re-inspection to verify that the Contractor has completed the project and the final inspection punch list. The Owner and the Contractor shall be promptly notified of any deficiencies noted during this inspection so that they can immediately make the necessary corrections.
- 5 Any additional re-inspections necessitated due to deficiencies being noted under 3.6.6.1.1.4 above and any additional time required by the Architect due to closeout documents being incomplete or the contractor not submitting the documents within 30 days of the final inspection will be billed to the owner on an hourly rate plus reimbursable expenses as detailed in the attached Exhibit B.
- 6 The Owner and Architect agree that the services of the Architect that occur beyond a 60-day period from the initial final inspection will be billed to the owner on an hourly rate plus reimbursable expenses as detailed in the attached Exhibit B.
- 7 The Owner, by force of contract, shall have the right to deduct the charges of the Architect incurred under section 3.6.6.1.1.5 and 3.6.6.1.1.6 from either the Contractor's last application for payment or from liquidated damages charged to the Contractor.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	
§ 4.1.1.5 Site evaluation and planning	
§ 4.1.1.6 Building Information Model management responsibilities	
§ 4.1.1.7 Development of Building Information Models for post construction use	
§ 4.1.1.8 Civil engineering	
§ 4.1.1.9 Landscape design	
§ 4.1.1.10 Architectural interior design	
§ 4.1.1.11 Value analysis	
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13 On-site project representation	Owner
§ 4.1.1.14 Conformed documents for construction	
§ 4.1.1.15 As-designed record drawings	
§ 4.1.1.16 As-constructed record drawings	
§ 4.1.1.17 Post-occupancy evaluation	
§ 4.1.1.18 Facility support services	
§ 4.1.1.19 Tenant-related services	
§ 4.1.1.20 Architect's coordination of the Owner's consultants	
§ 4.1.1.21 Telecommunications/data design	
§ 4.1.1.22 Security evaluation and planning	
§ 4.1.1.23 Commissioning	
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25 Fast-track design services	
§ 4.1.1.26 Multiple bid packages	
§ 4.1.1.27 Historic preservation	
§ 4.1.1.28 Furniture, furnishings, and equipment design	
§ 4.1.1.29 Other services provided by specialty Consultants	
§ 4.1.1.30 Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

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§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.
(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

1. Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
2. Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
3. Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
4. Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
5. Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
6. Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
7. Preparation for, and attendance at, a public presentation, meeting or hearing;
8. Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
9. Evaluation of the qualifications of entities providing bids or proposals;
10. Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
11. Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

1. Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
2. Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
3. Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

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- 4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- 5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner;

- 1 Two (2) reviews of each Shop Drawing, Product Data Item, sample and similar submittals of the Contractor
- 2 Two (2) visits per month to the site by the Architect during construction
- 3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- 4 One (1) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Eighteen (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.1.

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§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service within three days of such discovery.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction

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are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.1.4 The Architect and the Owner waive delay damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all delay damages due to either party's termination.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

☒ [X] Arbitration pursuant to Section 8.3 of this Agreement

☐ [] Litigation in a court of competent jurisdiction

☐ [] Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect as follows:

- .1 Twenty percent of the total compensation for Basic and Additional Services earned to date if termination occurs before or during the predesign, site analysis, or Schematic Design Phase; or,
- .2 Ten percent of the total compensation for Basic and Additional Services earned to date if termination occurs during the Design Development Phase or any subsequent phase.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

To be negotiated at time of request.

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§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or

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unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Architect and Architect's officers, directors, partners, employees, agents and Architect's Consultants, and any of them, to Owner and anyone claiming by, through or under Owner, for any and all claims, losses, costs of damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty express or implied of Architect or Architect's officers, directors, partners, employees, agents of Architect's Consultants or any of them, shall not exceed the total compensation received by Architect under this Agreement.

§ 10.11 During meetings and discussions, the Architect may opt to record conversations as a means of keeping accurate meeting records and minutes.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

1 Stipulated Sum
(Insert amount)

Architect's Basic Service Fee shall be Ninety One Thousand Seven Hundred Ninety Two Dollars (\$91,792.00), plus reimbursable expenses as defined in Article 11.8 and attached Exhibit "B".

Fee for Technology Design Services shall be Six Thousand Dollars (\$6,000.00).

See Scope / Proposal letter dated August 12, 2024, attached as Exhibit "A".

2 Percentage Basis
(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

As mutually agreed as services are required.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

As mutually agreed as services are required.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Twenty percent (20%), or as follows:

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(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Design Development Phase	Forty	percent (	40	%)
Construction Documents Phase	Forty	percent (	40	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Fifteen	percent (	15	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

See Exhibit "B" – Hourly Rate & Reimbursable Schedule

Employee or Category

Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

1. Transportation and authorized out-of-town travel and subsistence;
2. Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
3. Permitting and other fees required by authorities having jurisdiction over the Project;
4. Printing, reproductions, plots, and standard form documents;
5. Postage, handling, and delivery;
6. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
7. Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
8. If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
9. All taxes levied on professional services and on reimbursable expenses;
10. Site office expenses;

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- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Twenty percent (20 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below;
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

N/A

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of One Thousand Dollars (\$ 1,000.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Zero (\$-0-) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

1.5 % Monthly

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

§ 11.10.2.4 If the Owner does not intend to make payment to the Architect by the due date, or is not able to do so, the Owner will provide written notification of such to the Architect. Such written notification shall occur at least two days prior to the payment due date. The written notification shall also clearly state the reasons for the payment not being made on time.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

§ 12.1 The Architect shall be named as Additional Insured on the Builder's Risk Insurance Policy that will be furnished by either the Owner or the General Contractor.

The Architect shall also be named as Additional Insured on the General Liability and Auto Liability Policies that will be furnished by the General Contractor as a part of the General Construction Contract.

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The Insurance Companies furnishing the policies for all of the above coverages will be required to furnish a waiver of its rights of subrogation on the General Liability and Worker's Compensation policies, against the Architect, the Architect's Employees and the Architect's Consultants.

The Insurance Policies and Waivers must be furnished to the Architect prior to the beginning of construction.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2

(Paragraphs deleted)

Other documents:

(List other documents, if any, forming part of the Agreement.)

Proposal / Scope Letter dated August 12, 2024 - Exhibit "A"
Hourly Rate & Reimbursable Schedule - Exhibit "B"

This Agreement entered into as of the day and year first written above.

CITY OF MT. HOLLY, NORTH CAROLINA

OWNER (Signature)

Jonathan Blanton

(Printed name and title)

City Manager

STEWART-COOPER-NEWELL ARCHITECTS, P.A.

ARCHITECT (Signature)

James R. Stumbo, AIA, LEED-AP BD+C
Vice-President

(Printed name, title, and license number, if required)

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THIS PROPOSAL, made and entered into this 18th day of September, 2024, by and between the City of Mount Holly hereinafter designated as the Owner, and SCNA Architects hereinafter designated as the Contractor,

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

<u>Item</u>	<u>Description</u>	<u>Amount</u>
1.	Total Fee Amount	\$ <u>91,792.00</u>
2.	Additional Services	\$ <u>6,000.00</u>
3.	Purchase Order Amount	\$ <u>97,792.00</u>

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

OWNER:

City of Mount Holly

By: [Signature]

Name: Jonathan Blanton

Title: City Manager

ATTEST:

Name: [Signature]

Title: City Clerk

Financial Audit

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

Michelle Wood
Finance Officer, City of Mount Holly, NC

10-11-24
Date

Seal



Stewart · Cooper · Newell

Exhibit "A"

August 12, 2024

Elizabeth Bell, Project Manager
City of Mount Holly Public Works
400 E. Central Avenue
Mount Holly, NC 28120

Re: **Mount Holly 911 Communications Center**
Proposal Fee for Design Services (Rev. 1)

Dear Ms. Bell,

We have enjoyed working with you and your staff thus far to bring this project through Schematic Design and begin moving forward into construction drawings. We thank you for requesting this proposal for the next step of this important project.

We understand that the total scope of work for the project will include the design, construction documents, bidding and negotiations and standard construction administration for the renovation portion of the existing police department that houses the 911 Communications Center. As mentioned in our **Architectural Fee Proposal for Schematic Design Services** letter, the purpose of performing the first phase of design only was so the city, the police department and the design team would have a much clearer idea of the project scope. Now that we have performed this first phase of work, we will credit the appropriate portions of the fee paid towards the remainder of the project.

The drawings will consist of an Appendix B Code data sheet and Life Safety Plan, Floor Plans, Ceiling Plan, Finish Plan, Interior Elevations, Enlarged Toilet Room Plans and Details, Wall Sections, plumbing, mechanical and electrical (PM&E). The PM&E drawings will show information necessary for permits and construction. We have excluded any civil engineering drawings as we will not be providing a site plan for permitting.

The structural design assumes that the existing structure requires no significant modification. If during the design, structural design is required, this will be offered as an additional service to revise the drawings accordingly.

Construction Administration services include site visits 2 times per month by SCNA, response to RFI's and other questions, review of shop drawings and issuing of addenda. Site visits during the design phase by the engineers are included in the base fee. Inspection services by our engineers (PM&E) after the design phase include 2 site visits, any additional visits will be \$1,080 per visit.

Although we have included the building permit review and permitting assistance, please note that we have not included any application or permit fees, these will be the responsibility of the city.



Our total Basic Services Fee to provide these services for the project will be \$103,822. Crediting the \$12,030 fee that has been previously paid for Schematic Design work completed in the first design phase leaves a remaining total of \$91,792.

Along with our standard design services, the following additional services for Technology Design Services (Pathways and cabling for the connectivity of the Data, Phone, CATV, Wireless Access System, Hardwired Access Control System (system design by others), Wireless Access Control System (system design by others) and Audio/Video System (system design by others)) can be included in the project:

Technology Design Services:

\$6,000

Once you let us know that you wish to proceed, we will draw up a new contract for design services.

Please let us know if you have any questions.

Sincerely,

James Stumbo, AIA, LEED AP BD+C, NFPA

HOURLY RATE & REIMBURSABLE SCHEDULE

Architectural Principal	\$240.00 / hr.
Architect	\$185.00 / hr.
Project Manager - I	\$170.00 / hr.
Project Manager - II	\$160.00 / hr.
Architectural Technician / CAD - I	\$130.00 / hr.
Architectural Technician / CAD - 2	\$120.00 / hr.
Architectural Technician / CAD - 3	\$110.00 / hr.
Construction Administrators	\$170.00 / hr.
Business / Office Manager	\$165.00 / hr.
Administration	\$110.00 / hr.
Intern	\$ 85.00 / hr.

REIMBURSABLE SCHEDULE

Reproduction:

Copies (Black & White)-----	\$ 0.10 /ea.
Copies (Color - 8-1/2 x 11) -----	\$ 0.85 /ea.
Copies (Color - 8-1/2 x 14)-----	\$ 1.00 /ea.
Copies (Color - 11 x 17)-----	\$ 1.50 /ea.
Copies (Color - 24 x 36)-----	\$ 4.50 /ea.

Large Format Bond Plots:

24 x 36 -----	\$ 2.50 /ea.
18 x 24 -----	\$ 2.00 /ea.
30 x 42 -----	\$ 3.50 /ea.
30 x 21 -----	\$ 2.50 /ea.
36 x 48 -----	\$ 4.50 /ea.
12 x 18 -----	\$ 1.50 /ea.
11 x 17 -----	\$ 1.50 /ea.
8-1/2 x 14 -----	\$ 1.00 /ea.

Large Format Reproducibles:

24 x 36 -----	\$ 12.00 /ea.
30 x 42 -----	\$ 15.00 /ea.

Specifications -----	\$ 75.00 /ea.
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Presentation Charges:

30 x 42 Color plot -----	\$ 60.00 /ea.
30 x 42 Color plot on board-----	\$ 80.00 /ea.
24 x 36 Color plot-----	\$ 45.00 /ea.
24 x 36 Color plot on board-----	\$ 65.00 /ea.

CD of drawings - \$1.00 per drawing recorded on CD

Postage / Shipping / Courier ----- Cost x 1.20

Fax ----- \$ 1.00 per sheet

Travel (Meals, Lodging, Airfare, Rental Car)----- Cost x 1.20

Mileage ----- Federal mileage rate x 1.20

Plan Review / Permit Application Fees ----- Cost x 1.20

SCNA-Hourly Rate / Reimbursable Schedule.doc R 11-2023



Mt. Holly 911 Call Center Renovation
Town of Mt. Holly
Mt. Holly, NC

Summary
Schematic Design
October 29, 2025

Estimate Summary

Renovation of 911 Call Center	\$893,350	\$638.11 /sf
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Allowances (included in estimate)

Masonry Repair	\$2,000
Roof Repair	\$4,400
Estimating Contingency	\$73,437

Alternates

Remove Replacement of Existing Water Heater	-\$27,680 Deduct
Remove Battery Operated Faucets & Flush Valves for Manual	-\$923 Deduct

Clarifications:

- 1 Based on Schematic plans and renderings by Stewart Cooper Newell dated 7.19.24
- 2 Payment and Performance Bond included
- 3 Material testing and/or special inspections not included
- 4 Third party building commissioning not included, coordination with CxA is included if required
- 5 Survey and testing for mold, asbestos, lead, hazardous material, pipe residuals not included
- 6 Design contingency included, owner's contingency not included
- 7 We have included 2 new clean agent systems assuming the existing cannot be reused
- 8 We have included replacement of existing water heater and recirculation pump
- 9 Based on adequate water supply for domestic and fire services

Work by owner (these items are not included in construction cost):

- 10 Relocation of Existing EOC to adjacent space
- 11 Security (intrusion detection and or access control)
- 12 Voice and data cabling/equipment and or wifi
- 13 Access Control (Card Readers, Keypads)
- 14 Audio video systems, projectors, projector mounts, Screens
- 15 CATV, cabling, TVs
- 16 BDA radio booster system
- 17 Furniture and fixtures (FF & E):
 - Loose furniture, chairs, tables, upholstery seating, workstations
 - Directional signs, graphics, artwork, and interior plants



Mt. Holly 911 Call Center Renovation
Town of Mt. Holly
Mt. Holly, NC

Division Summary
Schematic Design
October 29, 2025

1,400

	Description	Building	Cost / Sf
	Final Cleaning	\$ 7,300	\$ 5.21
	Survey	\$ 6,000	\$ 4.29
	Demolition	\$ 11,160	\$ 7.97
	Masonry	\$ 2,000	\$ 1.43
	Steel	\$ -	\$ -
	Woodwork	\$ 44,740	\$ 31.96
	Waterproofing, Caulking, Air barrier	\$ -	\$ -
	Roofing	\$ 4,400	\$ 3.14
	Doors and Hardware	\$ 6,720	\$ 4.80
	Glass	\$ -	\$ -
	Overhead Doors	\$ -	\$ -
	Drywall	\$ 35,258	\$ 25.18
	Acoustical Ceilings and Acoustical Panels	\$ 49,950	\$ 35.68
	Epoxy Flooring	\$ 7,254	\$ 5.18
	Hard Tile	\$ 8,146	\$ 5.82
	Flooring	\$ 11,443	\$ 8.17
	Paint and Epoxy Flooring	\$ 6,938	\$ 4.96
	Specialties	\$ 500	\$ 0.36
	Signage	\$ 750	\$ 0.54
	Window Treatments	\$ -	\$ -
	Elevator	\$ -	\$ -
	Fire Suppression	\$ 96,500	\$ 68.93
	Plumbing	\$ 36,250	\$ 25.89
	HVAC	\$ 126,500	\$ 90.36
	Electrical	\$ 132,600	\$ 94.71
	Subtotal Trade Cost	\$ 594,409	\$ 424.6
	Sub Bonds	\$ 11,016	
	Permit Allowance	\$ 2,972	
	Tap Fee and Impact Fee Allowance	\$ -	
	General Conditions	\$ 125,978	
	Estimating/Design Contingency	\$ 73,437	
	Construction Contingency	\$ 22,031	
	Pollution Insurance	\$ 415	
	General Liability Insurance	\$ 7,469	
	Builders Risk Policy	\$ 2,075	
	Information Technology	\$ 2,075	
	Performance and Payment Bond	\$ 8,933	
	Fee	\$ 42,540	
	Total	\$ 893,350	\$ 638.1



Mt. Holly 911 Call Center
City of Mt. Holly
Mt. Holly, NC

Detail
Schematic Design
October 29, 2025

1,400 Renovation+Potential Rework
1,400 sf gross building area

Division of Work	Item	Qty	Unit	Cost/unit	Subtotal	Subtotal	Division Totals	Comments
01	General Requirements							
	Cleaning					\$ 7,300		
	Continuous Cleaning	30	ea	\$ 150.00	\$ 4,500			
	Final Clean	1,400	sf	\$ 2.00	\$ 2,800			
	Survey and Layout					\$ 6,000		
	Survey and layout	1	ls	\$ 2,500	\$ 2,500			
	Scanning/BIM	1	ls	\$ 3,500	\$ 3,500			
	Locate existing utilities		existing					
							13,300	
31	Site work							
	NONE						\$ -	
02	Demolition							
	Demolition					\$ 11,160		
	Dumpster	6	ea	\$ 550.00	\$ 3,300			
	Demo Wall	44	LF	\$ 10.00	\$ 440			
	Demo Door & Frame	3	EA	\$ 250.00	\$ 750			
	Demo Wall Opening for New Frame & Door	2	EA	\$ 350.00	\$ 700			
	Demo Mail Room Countertop	21	LF	\$ 125.00	\$ 2,625			
	Demo 911 Consoles	2	EA	\$ 200.00	\$ 400			
	Demo Mailboxes	6	LF	\$ 125.00	\$ 750			
	Demo Clean Agent Table	5	LF	\$ 125.00	\$ 625			
	Demo Keybox & 1st Aid Kit	2	EA	\$ 75.00	\$ 150			
	Demo File Cabinets	1	EA	\$ 125.00	\$ 125			
	Demo Storage	6	LF	\$ 150.00	\$ 900			
	Demo Mini Split	1	EA	\$ 175.00	\$ 175			
	Demo Copier	1	EA	\$ 100.00	\$ 100			
	Demo Shredder	1	EA	\$ 100.00	\$ 100			
	Demo FP System (FM200) & Controls		w/ FP					
	Demo Map & Clock	1	EA	\$ 20.00	\$ 20			
	Demo Fire Suppression Panel		w/ FP					
	Demo Clean Agent		w/ FP					
							\$ 11,160	
03	Concrete							
	Concrete							
	NONE							



Mt. Holly 911 Call Center
City of Mt. Holly
Mt. Holly, NC

Detail
Schematic Design
October 29, 2025

1,400 Renovation+Potential Rework
1,400 sf gross building area

Division of Work	Item	Qty	Unit	Cost/unit	Subtotal	Subtotal	Division Totals	Comments
							\$ -	
04	Masonry							
	Unit Masonry					\$ 2,000		
	Allowance Patch Repair at Core Penetration	1	ls	\$ 2,000.00	\$ 2,000		\$ 2,000	
05	Steel							
	Structural Steel						\$ -	
06	Wood							
	Woodwork					\$ 44,740		
	Mailroom							
	Lower Casework	Existing to Remain						
	- New Countertop	8	lf	\$ 400.00	\$ 3,200			
	Mailboxes	8	lf	\$ 750.00	\$ 6,000			
	Lobby							
	- Report Pickup	8	lf	\$ 275.00	\$ 2,200			
	911 Comm Center				\$ -			
	- 911 Consoles	FFE by Owner						
	- Storage (Mobile?)	4	ea	\$ 300.00	\$ 1,200			
	- Between Console Countertops	14	lf	\$ 450.00	\$ 6,300			
	- Casework at Door Locations (Rendered, not floor plan)	22	lf	\$ 450.00	\$ 9,900			
	- Wood Wall Paneling	120	sf	\$ 80.00	\$ 9,600			
	- Wood Window Sills	32	lf	\$ 120.00	\$ 3,840			
	Bathroom							
	- Vanity	2	lf	\$ 1,250.00	\$ 2,500		\$ 44,740	
07	Thermal & Moisture Protection							
	Waterproofing					\$ -		
	NONE							
	Roofing and insulation					\$ 4,400		
	Roof Patching at new penetrations	2	ea	\$ 1,450.00	\$ 2,900			
	protection membrane at new sleepers	2	ea	\$ 750.00	\$ 1,500			



Mt. Holly 911 Call Center
City of Mt. Holly
Mt. Holly, NC

Detail
Schematic Design
October 29, 2025

1,400 Renovation+Potential Rework
1,400 sf gross building area

Division of Work	Item	Qty	Unit	Cost/unit	Subtotal	Subtotal	Division Totals	Comments
	Roof blocking and nailers		none required					
	Spray Applied Fireproofing		not included			\$ -		
	Thru Penetration Firestop Systems		with trades					
	Caulking & Sealants					\$ -		
	Sealant - slab on grade		none					
	Sealant - masonry control joints vertical		none					
	Misc. interior sealant		w/ paint					
	Sealant - exterior		none					
	Expansion Joint Covers		none				\$ 4,400	
08	Windows & Doors							
	Doors and Hardware					\$ 6,720		
	Hollow metal door frame, 3 x 8	4	ea	\$ 350.00	\$ 1,400			
	Flush solid wood door, prefinished 3 x 8	4	ea	\$ 500.00	\$ 2,000			
	Window kit	4	ea	\$ 80.00	\$ 320			
	Hardware	4	sets	\$ 750.00	\$ 3,000			
	Glass & Glazing					\$ -		
	NONE							
	Coiling and Overhead Doors					\$ -		
	NONE							
							\$ 6,720	
09	Interior Finishes							
	MS/GWB Systems					\$ 35,258		
	Exterior partition 1/2 dens sheathing/gyp bd		none					
	Exterior ceilings & insulation		none					
	Typical partition	816	sf	\$ 18.00	\$ 14,688			
	Drywall Door infill	2	ea	\$ 750.00	\$ 1,500			
	6" Bump out	144	sf	\$ 20.00	\$ 2,880			
	Interior ceilings and soffits (repair/patch)	200	sf	\$ 10.00	\$ 2,000			
	Interior ceiling - under stair	450	sf	\$ 16.00	\$ 7,200			
	Framed bulkheads/drops		ETR					



Mt. Holly 911 Call Center
City of Mt. Holly
Mt. Holly, NC

Detail
Schematic Design
October 29, 2025

1,400 Renovation+Potential Rework
1,400 sf gross building area

Division of Work	Item	Qty	Unit	Cost/unit	Subtotal	Subtotal	Division Totals	Comments
	Install door frames	4	ea	\$ 250.00	\$ 1,000			
	Frp at mop sinks	40	sf	\$ 24.00	\$ 960			
	Interior blocking	150	lf	\$ 8.00	\$ 1,200			
	Progress cleaning	1	ls	\$ 950.00	\$ 950			
	Plywood backer boards	256	sf	\$ 5.00	\$ 1,280			
	Rough Opening for Glass Lights	80	sf	\$ 20.00	\$ 1,600			
	Temporary enclosures		not included					
	Partition with 2 layers of GWB		not included					
	Abuse resist. allowance at corridors		not included					
	Column covers - none		not included					
	Level 5 finish - none		not included					
	Acoustical Ceilings					\$ 49,950		
	Acoustical Ceiling, ACT1	396	sf	\$ 15.00	\$ 5,940			
	Acoustical Ceiling, ACT1 (Potential)	401	sf	\$ 15.00	\$ 6,015			
	Acoustical Decorative Baffles - Armstrong Wave	447	sf	\$ 85.00	\$ 37,995			
	Above ceiling sound batts allowance		none					
	Acoustical Panels					\$ -		
	NONE							
	Epoxy Flooring					\$ 7,254		
	Janitor	104	sf	\$ 30.00	\$ 3,120			
	Bathroom	46	sf	\$ 30.00	\$ 1,380			
	- integral Cove base	81	lf	\$ 34.00	\$ 2,754			
	Wall and Floor Tile					\$ 8,146		
	Porcelain floor tile, restroom		existing					
	Tile base		existing					
	Wall tile (10')	336	sf	\$ 20.00	\$ 6,720			
	Marble thresholds	1	ea	\$ 250.00	\$ 250			
	Epoxy grout		included					
	Waterproofing, crack suppression	336	sf	\$ 3.50	\$ 1,176			
	Flooring					\$ 11,443		
	Carpet	18	sy	\$ 80.00	\$ 1,422			
	Carpet (Potential)	13	sy	\$ 80.00	\$ 1,067			
	SDT	571	sf	\$ 14.00	\$ 7,994			
	Rubber base 4" and transitions	320	lf	\$ 3.00	\$ 960			
	Painting					\$ 6,938		
	Paint gwb walls - rooms	5,614	sf	\$ 0.65	\$ 3,649			
	Paint gwb walls - corridor side	952	sf	\$ 0.65	\$ 619			
	Paint gwb ceilings	600	sf	\$ 0.95	\$ 570			



Mt. Holly 911 Call Center
City of Mt. Holly
Mt. Holly, NC

Detail
Schematic Design
October 29, 2025

1,400 Renovation+Potential Rework
1,400 sf gross building area

Division of Work	Item	Qty	Unit	Cost/unit	Subtotal	Subtotal	Division Totals	Comments
	Paint hm frame and hm doors	4	ea	\$ 150.00	\$ 600			
	Paint misc. metals, interior		none					
	Paint stairs and rails		none					
	misc. sealant	1	ls	\$ 1,500.00	\$ 1,500			
	Paint exterior misc. metals		none					
	Wall covering allowance		none					
	Wood doors factory finished		included					
	Exposed ceiling, no finish (MEP areas)		none					
	Concrete sealer, no finish (MEP areas)		none					
							\$ 118,989	
10	Specialties							
	Specialties					\$ 500		
	Toilet accessories	4	ea	\$ 125.00	\$ 500			
	Signage					\$ 750		
	Inspection Allowance	1	ls	\$ 750.00	\$ 750			
	Operable Partition		none					
	Miscellaneous Specialties		N/A			\$ -		
							\$ 1,250	
11	Equipment							
	Residential Appliances		not included			\$ -		
	Owner Equipment							
	TVs		not included			\$ -		
	Projectors		not included			\$ -		
							\$ -	
12	Furnishings							
	Window Treatment							
	No Scope - interior renovation		not included			\$ -		
	Built in walk mats		not included					
	Furniture, cubbies, loose furnishings, desks, chairs		not included					
							\$ -	
14	Conveying Equipment							



Mt. Holly 911 Call Center
City of Mt. Holly
Mt. Holly, NC

Detail
Schematic Design
October 29, 2025

1,400 Renovation+Potential Rework
1,400 sf gross building area

Division of Work	Item	Qty	Unit	Cost/unit	Subtotal	Subtotal	Division Totals	Comments
Passenger Elevator	N/A		not included			\$ -	\$ -	
21 Fire Suppression								
Fire Protection						\$ 96,500		
	Spray fire protection per NFPA 13							
	- Demolition	1	ea	\$ 9,000.00	\$ 9,000			
	- Modifications to Sprinkler (Wet System)	1	ea	\$ 21,000.00	\$ 21,000			
	- Demo Existing & install New Clean Agent Systems	2	ea	\$ 32,000.00	\$ 64,000			
	- Cleanup	1	ls	\$ 2,500.00	\$ 2,500			
	Mail/Supply 1033							
	Reconfigure Existing wet-pipe sytem as needed for							
	Communications 1034							
	Remove existing Clean Agent							
	Remove any existing pre-action not compatible with							
	Modify pre-action system to be stand alone system for this							
	Server 1039							
	Remove any existing clean agent components not compatible with renovation							
	Remove any existing pre-action not compatible with							
	New Clean Agent System							
	Modify existing pre-action to be compatible or new							
	- Visual and audible alarm, manual release, and manual abort at doorways							
	Director 1040							
	Demo wet-pipe system for renovation							
	New Clean Agent System							
	Modify existing pre-action to be compatible or new							
	Future Report Pickup							
	Remove any existing clean agent components							
	Remove any existing pre-action components							
	New Wet-pipe system							
	Restroom 1043							
	No FP Scope							
	Janitor 1045							
	No FP Scope							
	Seismic requirements		included					
	Black schedule steel pipe		included					
	FDC connection		included					
	Dry system heads at exterior covered areas		at entrance only					
	Water supply - pressure and flow		based on adequate					
	Fire pump or storage tank		not included					



Mt. Holly 911 Call Center
City of Mt. Holly
Mt. Holly, NC

Detail
Schematic Design
October 29, 2025

1,400 Renovation+Potential Rework
1,400 sf gross building area

Division of Work	Item	Qty	Unit	Cost/unit	Subtotal	Subtotal	Division Totals	Comments
	Standpipe/hose valves		not included				\$ 96,500	
22	Plumbing							
	Plumbing					\$ 36,250		
	Demo for Replace:							
	Lavatory (Bowl)	1	ea	\$ 6,500.00	\$ 6,500			
	Floor Mounted flush valve water closet	1	ea	\$ 6,500.00	\$ 6,500			
	Battery Operations in lieu of manual Flush	1	ls	\$ 750.00	\$ 750			Make an ALT
	Existing Water Heater - Replace ALTERNATE?	1	ea	\$ 22,500.00	\$ 22,500			Make an ALT
	--expansion tank		included					
	--recirculation pump		included					
	Water box / appliance		none					
	Floor drain, trap primer		none					
	Domestic water, copper type K ug/ type L ag		existing					
	Interior waste, cast iron ag; pvc below grade		existing					
	RPZ backflow		not included					
	Auto valves (hard wire)		ALTERNATE ADD OPTION					
	BAS integration		not included					
	Grease trap		not included					
	Booster pump		not included					
	Sanitary lift		not included					
	Seismic restraints		included				\$ 36,250	
23	HVAC							
	HVAC					\$ 126,500		
	HVAC Scope per Narrative:	1,400	sf	\$ 85.00	\$ 119,000			
	Communications 1034:							
	2-Ton 2'x2' 4-way blow ceiling cassette Unit	2	ea					
	--inclu internal condensate pumps (Manf) to mop sink		included					
	--T-stats for each unit		included					
	--BAS Temp sensors		included					
	--ducted to the exterior (duct wrap & vapor barrier)		included					
	Roof Top Outdoor Condensing Units	2	ea					
	--Support Rails on Roof		included					
	--refrigerant pipe run on molded supports		included					
	-- close cel insulation with alum jacketing							
	-- pipe portal sealed water tight at roof penetrations							
	Tie-in FM200 to BASE System - Controls	1	ls	\$ 7,500.00	\$ 7,500			
	Server 1039/Director 1040:							
	Relocate existing transfer grille and motorized controls	1	ea					



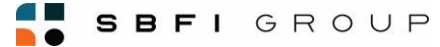
Mt. Holly 911 Call Center
City of Mt. Holly
Mt. Holly, NC

Detail
Schematic Design
October 29, 2025

1,400 Renovation+Potential Rework
1,400 sf gross building area

Division of Work	Item	Qty	Unit	Cost/unit	Subtotal	Subtotal	Division Totals	Comments
	Lavatory and water closet flush valve power		not included					
	Lightning protection system		not included					
	Grounding per code		included					
	Intercom system equipment		none					
	Voice, Data, CATV, Security cabling		not included					
	Voice & Data equipment not included		not included					
	Security equipment not included		not included					
	AV systems cabling and/or equipment		not included					
	CATV cabling and/or equipment		not included					
	Seismic restraints		included					
							\$ 132,600	
Cost of Work Total					\$594,409	\$594,409	\$594,409	
	SDI						11,016	1.50%
	Building permit						2,972	allowance
	Tap/impact fees						-	none
	General conditions						125,978	lsum (breakout)
	Estimating/design contingency						73,437	10.00%
	Construction contingency						22,031	3.00%
	Pollution Insurance						415	0.05%
	General liability						7,469	0.90%
	Builders risk						2,075	0.25%
	Information technology						2,075	0.25%
	Payment and performance bond						8,933	1.00%
	Fee						42,540	5.00%
	Preconstruction						-	separate agreement
Total Construction							\$893,350	
							\$ 638.11	

Quotation No 046205 r2



Bryan Kale

Mount Holly

Ne

Re: Mount Holly
DISPATCH CONSOLES

Dear Bryan,

We are pleased to submit our quotation for the manufacture, delivery and installation of consoles as listed below.

#	Consoles	Qty	Unit Price
1	Dispatch Consoles - 90° L-SHAPED - 72"w x 72"d (overall footprint) - Standard laminate dual plane worksurface with PVC edges - 2 independently height adjustable planes (electric priced separately) - Monobeam on rear plane for mounting monitor arm and accessories - Cable riser - IT cable management rail - Includes standard grounding	4	\$4,980.00
2	Dual Plane Electric Height Adjustable Assembly - Electric sit-to-stand adjustability for user comfort and IT access - 5 electric legs, 2 control box and cables - Basic up/down controller	4	\$1,475.00
3	Anaconda Cable Management Chain - Cable management from underside of worksurface to IT cable tray below	16	\$99.00
4	Upper Cable Management Tray - Mounted to underside of rear worksurface - Accommodates excess cables and wiring looms for height adjustable desks	8	\$75.00
5	Upgrade: Digital Programmable Paddle Controller OR RECESSED (TO BE CONFIRMED) - Upgraded electric controller with digital display that allows programmable height settings in lieu of a basic up/down controller - Includes 3 memory presets - Mounted to the underside of the worksurface	8	\$110.00
6	Termination Board for Patch Panel - Dedicated space to support patch panel (by others)	8	Included in desk price
7	PU Edge - Front worksurface edge to be Polyurethane PU edge - Side, rear and monitor plane to be PVC edge	4	\$225.00
Cladding		Qty	Unit Price
8	Standard Console End Panel - 30"w x 31"h x 1-1/8" thick - Standard laminate finish with PVC edges - Full side panel with adjustable glides	4	\$275.00
9	Spacer Panel for Safety Pinch Point - spacer panel with black edge banding	8	\$55.00
10	Standard Console Back Panel with Rear Cut Out - 72"w x 31"h x 1-1/8" thick - Standard laminate finish with PVC edges	3	\$715.00
11	Standard Console Back Panel with Rear Doors - 72"w x 31"h x 1-1/8" thick - Standard laminate finish with PVC edges - Hinged laminate doors	3	\$835.00
12	Dedicated Rear Door for Easy Access to Console Internal Grounding - Hinged laminate access door	2	\$175.00
13	Standard Peninsula Back Panel - 32"w x 31"h x 1-1/8" thick - Standard laminate finish with PVC edges	2	\$295.00

14	Standard Storage Back Panel - 16"w x 31"h x 1-1/8" thick - Standard laminate finish with PVC edges	4	\$215.00
15	Equipment Enclosure with Toe Space in Base of Console - CPU enclosure in base beneath each side of console - Toe space access doors in front (rear doors priced separately) - Does not include CPU shelf or trolley	8	\$325.00
16	Large CPU Trolley - Mobile CPU trolley - Accommodates 2 x CPUs (sizes to be confirmed)	8	\$225.00
17	Lighting Within Equipment Enclosure - Motion sensed light in the base of the console - Convenience light with on/off switch	8	\$129.00
Accoustical Panels		Qty	Unit Price
18	Upcharge: Acoustical Partition Set (Per Floor Plan E; sheet 1 of 2) - Additional price for 42"h acoustic partitions at (1) console position - Acoustic properties located above worksurface level behind consoles and storage	1	\$13,480.00
Monitor Arms		Qty	Unit Price
19	SBFi Axiom Monitor Arm Setup: 7 Arms - Double Tier - Single row - 7 x Axiom monitor arms with top loading vesa head - 3 x 700mm (27"h) Axiom quick release posts - 1 X 400 mm (16"h) Axiom quick release posts - Includes safety stops	4	\$1,625.00
Power & Connectivity		Qty	Unit Price
20	In-Desk Power Strip (for Upper Technology) - 10 outlet power strip (orange receptacles) - Includes a 15ft power cord (to be confirmed, hardwire available) - Mounted into cable tray	8	\$139.00
21	In-Desk Power Strip (for Upper Non-UPS Technology) - 6 outlet power strip (black receptacles) - Includes a 15ft power cord (to be confirmed, hardwire available) - Mounted into cable tray	4	\$119.00
22	In-Desk Power Strip (for Lower Technology) - 8 outlet power strip (orange receptacles) - Includes a 15ft power cord (to be confirmed, hardwire available) - Mounted into base of console	8	\$129.00
23	Worksurface Power and Data Fuse Unit - For Rear Worksurface - 2 Power - 2 Charging USB-A - 2 Charging USB-C	4	\$209.00
Accessories		Qty	Unit Price
24	12"h Glass for Sightline and Vapor Mist Protection - at Hallway only - Upper section on top of acoustic panels to provide privacy while maintaining sight lines - (2) 72"w clear - (2) 16"w clear	1	\$2,330.00
25	Ambient LED Lighting for the 12"h Glass - at Hallway only - Ambient lighting at all glass topper locations - 1 power source and control per console - Storage locations will be tied to an adjacent console and not have a separate control	1	\$840.00
26	Personal Environmental Control System - Micro Environments - Model ME200 ME200 Unit Details: - Ducted, self-contained system - Commercial grade powder coated aluminum - Capacitive color touch screen controls - 0-350Watt variable forced output air heating - 0-1500fpm ambient cooling - MERV 7 fan filter - Adjustable louvers - Integrated multi-Linac leg lift controls - Task light dimming	4	\$3,345.00
27	Task Light - LED Light with bracket for post mount	4	\$397.00



28	(2) Half Lockers (1 set) - 2x lockers double-stacked - Standard laminate - Each includes: - 1x adjustable shelf - Keyed lock	4	\$790.00
29	Collaborative Peninsula Table with Rotating Binder Storage underneath - 78" long x 32"w - Standard laminate worksurface with PVC edge - Hinged access panel - Rotating storage unit (bottom shelf 15"h and upper 8"h) - Rear support frame with pass-through that hides all cables - Open kneewell	2	\$5,395.00
30	Equipment Grounding - Copper Upgrade (per Console) - Copper bus bar to meet Motorola R56 2017 requirements - Pricing does not include a dedicated access door - Equipment grounding to source provided by others, not in scope	4	\$290.00
31	Combined Personal Storage Unit - Configuration: (1) Box/Box/File pedestal - (1) open bookcase with common top - Material: Standard laminate - Pulls: Standard flat tab - Locking: Yes - Casters: No	4	\$975.00
32	Commodity Surcharge - Commodity price index increase - Steel sheet prices have increased drastically - Aluminum and lumber prices have increased drastically - Priced per desk on the raw material increases only	4	\$975.00
			Materials Total

Freight, Delivery and Installation

#	Freight, Delivery and Installation
FL	Floor Layout - The mark-out of SBFI desk locations in field by others, NIC
FR	Freight - Carrier direct from manufacturing facility to Mount Holly, NC - Pricing includes 1 shipment
DI	Delivery / Offload - Delivery and offload STRAIGHT TIME - A clear and free delivery route must be available at all times SBFI Labor - Additional labor will be charged per hour if site conditions are prohibitive Installation - Installation on STRAIGHT TIME - Includes 1 visit for a continuous installation - All product will be level and finished fit for use - All SBFI debris and trash will be removed from site (or) the client's GC will provide provision on site to dispose of all debris and trash, leaving a clean working environment SBFI Labor - Additional labor will be charged per hour if site conditions are prohibitive

		Base Bid FD&I Subtotal
		Materials Subtotal
		Materials & Freight Total
		Mount Holly, NC Sales Tax 7.0%
		Grand Total

	OPTIONS	Qty	Unit Price
O/1	12"h Glass for Sightline and Vapor Mist Protection - at ALL Consoles and Storage - Upper section on top of acoustic panels to provide privacy while maintaining sight lines - (8) 72"w clear - (4) 16"w clear - (2) 32"w clear	1	\$8,600.00

O/2	Logo for the 12"h Clear Glass	2	\$420.00
O/3	Ambient LED Lighting for the 12"h Glass - for All Consoles and Storage - Ambient lighting at all glass topper locations - 1 power source and control per console - Storage and peninsula locations will be tied to an adjacent console and not have a separate control	1	\$1,900.00
O/4	Move Existing Consoles and Reinstall - Same Building 2 Rooms Away - Breakdown, relocate and install on STRAIGHT TIME - Pricing does not include a separate trip or equipment move/handling - All equipment to be removed by others prior to SBFI arrival on site - SBFI Labor - Additional labor will be charged per hour if site conditions are prohibitive		
O/5	Trip Charge		

Worksurface and panel pricing is valid for material grades as noted within. Price is subject to change if a different material is selected.

Payment terms and conditions: 50% Deposit - 40% on Delivery - 10% on Completion

Sincerely yours,

SBFI - North America
Jennifer Taylor
Senior Account Director

SBFI Terms and Conditions

SBFI contracts under the following Terms and Conditions of Quotation and Order Acceptance. Unless agreed otherwise in writing these terms and conditions shall be included and form SBFI and the customer and shall take precedence over all other contract documentation provided.

Summary of Project Particulars

The following Project Particulars shall be read in conjunction with the SBFI Terms and Conditions. Any variation from the following resulting from circumstances outside the control of SBI All payments are net 30 days from invoice date.

If start date on site is delayed by client the project payment will be paid within 14 days of verbal or written notification.

Payment terms are strictly on receipt of invoice. Interest will be chargeable at the rate of US base rate plus 4% per annum on late payments.

All SBFI desk products are made to order; materials for projects are procured on acceptance of order. SBFI reserves the right to charge full contract value in the event of client cancellation

Title to goods

Unless agreed otherwise, title to all product and components supplied within this specification and order remains with SBFI until payment is received in full.

Site Conditions and Program

The SBFI quotation is summarized in the attached/ cross referenced Summary of Project Particulars. The details contained in the Summary together with these Terms and Conditions shall be read in conjunction with the SBFI Terms and Conditions. Any design or finish changes made after acceptance of the Order will only be accepted in writing as a variation to the Order.

Variations to the Order may have time and cost consequences which will be advised by SBFI as soon as is practical after receipt of the variation in writing. Subject to the specific instructions the following delivery and installation conditions will apply:

Delivery and Installation by SBFI is to be made to a clear floor where all flooring including carpeting, setting out, provision of power and IT access through raised floors (where applicable) and where commissioning has been completed.

SBFI will receive clear and uninterrupted access to all areas including access routes and agreed hoisting and lifting equipment.

Failure to meet any of the above conditions together with any other variations to the Order will attract acceleration or delay costs. These costs will be based upon, but not limited to, SBFI any acceleration or re-program work prior to a written instruction, acceptance of any additional costs, and agreement on a revised program.

If SBFI are unable to commence manufacture or delivery on the agreed program dates due to a failure by the client or other sub-contractors outside the control of SBFI to make available as detailed above, there will be a deemed breach of the terms of order.

The Client accepts that SBFI will accept no liability for any delays and will void any requirement for payment of LAD's or additional contractual costs whether these are identified in the order respectively.

The Client accepts that SBFI will invoice the client for payment weekly in advance for storage and additional logistics costs, Storage and transport costs will be charged at rates to cover 100% of hours transport/handling labor time and charges.

Product Warranty

SBFI warrants the following aspects of the Axiom monitor arm, provided the product has been installed by SBFI personnel or their approved agents, including any moves, changes and alterations and for usage in accordance with the original design and any relevant OEM manual and in accordance with all general health and safety legislation and good working practices applicable to the operations. Any defects must be brought to the attention of SBFI as soon as they arise so that steps can be taken to limit further degradation.

SBFI will offer a 5 year materials and workmanship guarantee from date of Practical Completion on the whole of the desk installation, including veneers and laminates and flat screed. Fabrics, electrics, electric desk lift mechanism and other moving parts will be subject to the relevant manufacturer's warranty.

Guarantee of Continuity of Supply

SBFI guarantees 10 years for continuity of supply from date of order to supply spare parts applicable to the complete desk installation.

Spare parts will be offered to the specification defined for this project. However, if parts of a better quality, by design or performance, become available, these may be offered as an alternative and where practical to hold stock of customer's fabrics or other special items sufficient to cover potential replacement orders. Supply of additional items may be restricted by future availability. SBFI will supply the closest equivalent finish where original specifications are discontinued by suppliers. SBFI reserves the right to amend or improve products which will not have inferior performance.

Name(s): _____

Signature:

Position: _____

Company:

Date: _____

Purchase Order#:

123 Lyman Street
Asheville, NC 28801
Tel (704) 650-8621

November 7, 2025

Extended Price	Cost for ETSF	Quantity
	\$9,960.00	2
\$19,920.00		
	\$2,950.00	2
\$5,900.00		
\$1,584.00	\$792.00	8
\$600.00	\$300.00	4
	\$440.00	4
\$880.00		
Included in desk price		4
\$900.00	\$450.00	2
Extended Price		
	\$550.00	2
\$1,100.00		
\$440.00	\$220.00	4
\$2,145.00	\$715.00	1
	\$835.00	1
\$2,505.00		
\$350.00	\$175.00	1
\$590.00	\$295.00	1

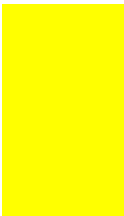
\$860.00	\$430.00	2
	\$1,300.00	4
\$2,600.00		
\$1,800.00	\$900.00	4
	\$516.00	4
\$1,032.00		
Extended Price		
	\$13,480.00	1
\$13,480.00		
Extended Price		
	\$3,250.00	2
\$6,500.00		
Extended Price		
	\$556.00	4
\$1,112.00		
	\$238.00	2
\$476.00		
	\$516.00	4
\$1,032.00		
	\$418.00	2
\$836.00		
Extended Price		
\$2,330.00		
\$840.00		
	\$6,690.00	2
\$13,380.00		
\$1,588.00	\$794.00	2

\$3,160.00		
	\$5,395.00	1
\$10,790.00		
	\$580.00	2
\$1,160.00		
	\$1,950.00	2
\$3,900.00		
	\$1,950.00	2
\$3,900.00		
\$107,690.00	\$60,945.00	

0.56593

Unit Price	
NIC	
\$2,350.00	\$1,339.50
	\$4,121.10
\$7,230.00	
\$9,580.00	\$5,460.60
\$107,690.00	
\$117,270.00	\$66,405.60
\$8,208.90	
\$125,478.90	\$71,866.20
Extended Price	
	\$4,300.00
\$8,600.00	

\$840.00
\$1,900.00
\$1,290.00
\$680.00



n the basis for the contractual arrangements between

IFI shall be the subject of additional charges by SBFI.

n at any time offer order acceptance.

all constitute the Order to and contract with SBFI.

tions contained in the Summary of Project particulars,

e). all overhead and ceiling works have been completed

l day work rates. No work will commence to address

le the information and/or facilities to carry out the project

iginal contract order documentation, or are applied

local (to project site) dry and fully protected storage and

erations to the product and all subject to fair wear and
licable to the desk installation and customer's

n arms.

rnative. We undertake by specific written arrangement
ability of raw materials from suppliers.
performance.

CAPITAL PROJECT ORDINANCE FOR 911 CENTER UPGRADE

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

Section 1. The project authorized is for the 911 Center Upgrade. The project will be funded through the General Fund Balance.

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

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

Construction	\$959,756.00
Soft Costs	\$17,792.00
<u>Contingency</u>	<u>\$95,975.00</u>
TOTAL	\$1,073,523.00

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

<u>Transfer from General Fund Balance</u>	<u>\$1,073,523.00</u>
TOTAL	\$1,073,523.00

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

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

THIS ORDINANCE ADOPTED THIS THE 12TH DAY OF JANUARY 2026.

David Moore, Mayor
City of Mount Holly

ATTEST:

Tara Douglas, CMC
City Clerk



CITY OF MOUNT HOLLY
FY 25-26 Budget Amendment

Account Number	Description	Account Debit	Account Credit
10-00-3991-000	Fund Balance Appropriation	\$0.00	\$1,073,523.00
10-10-4310-987	Transfer to Capital Projects	\$1,073,523.00	\$0.00
41-00-9300-550	Construction	\$959,756.00	
41-00-9300-552	Contingency	\$95,975.00	
41-00-9300-620	Soft Costs	\$17,792.00	
41-00-3985-982	Transfer from General Fund		\$1,073,523.00
TOTAL		\$2,147,046.00	\$ 2,147,046.00

17792

Date Submitted: 12-Jan-26

Finance Officer:

City Manager:

Department Comments:

Amendment to appropriate fund balance for 911 Center Upgrade

Unassigned Fund Balance to date: \$6,757,304 25.82%



Regular Meeting Agenda Action Form

Meeting Date

January 12, 2026

From

Tara Douglas, City Clerk
City Clerk

CONSENT AGENDA Item # 7

Approval of a Resolution Assigning the ABC Board Designee

Will this require a public hearing?

No

Background/Purpose of Request

Resolution Assigning an ABC Board Designee

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. ABC Resolution_2026-2027 Appointments

**NORTH CAROLINA
ALCOHOLIC BEVERAGE CONTROL COMMISSION
(919) 779-0700**

**Location: 400 E. Tryon Road
Raleigh, NC 27610**

**Mail: 4307 Mail Service Center
Raleigh, NC 27699-4307**

RESOLUTION OF THE CITY OF MOUNT HOLLY, COUNTY OF GASTON, REGARDING
THE DESIGNATION OF AN OFFICIAL TO MAKE RECOMMENDATIONS TO THE NORTH
CAROLINA ALCOHOLIC BEVERAGE CONTROL COMMISSION ON ABC PERMIT
APPLICATIONS.

WHEREAS G.S.18B-904(f) authorizes a governing body to designate an official, by name or by
position, to make recommendations concerning the suitability of persons or locations for ABC permits;
and

WHEREAS the City of Mount Holly, County of Gaston, wishes to notify the NC ABC Commission
of its designation as required by G.S.18B-904(f);

BE IT THEREFORE RESOLVED that Phyllis Harris, Mayor Pro Tem, and David Moore, Mayor, are
hereby designated to notify the North Carolina Alcoholic Beverage Control Commission of the
recommendations of the City of Mount Holly, County of Gaston, regarding the suitability of persons and
locations for ABC permits within its jurisdiction.

BE IT FURTHER RESOLVED THAT notices to the City of Mount Holly, County of Gaston, should be
mailed or delivered to the official designated above at the following address:

Mailing address: PO Box 406 Mount Holly, NC 28120

Office location: 400 E Central Ave.

City: Mount Holly, NC

Zip Code: 28120 Phone #: 704-827-3931

This the _____ day of _____, 20____.

(Mayor/Chairman)

Sworn to and subscribed before me this the _____ day of _____, 20____.

(Notary Printed Name)

SEAL

(Notary Signature)

My commission expires: _____



Regular Meeting Agenda Action Form

Meeting Date

January 12, 2026

From

Nathaniel Jones, Planning Technician
Planning

CONSENT AGENDA Item # 8

Adopt update to Code of Laws Notice of Abatement for Nuisance Violations which is found in Chapter 50 section 50.035

Will this require a public hearing?

No

Background/Purpose of Request

This proposed code of laws change has been submitted by staff and would update the process for how notices of violation are issued in the City by removing the requirement for certified mail and property postings after 10 days, if no evidence of response is made to staff, and allowing multiple legal methods of notification, including first-class mail, electronic delivery, hand delivery, and local publication. The approval process update would streamline code enforcement by reducing costs, improving efficiency, and providing staff with more flexibility in how notices are delivered. The update would amend § 50.036 of the Code of Ordinances to ensure compliance with state law while enhancing the City's ability to notify property owners and occupants in a timely and documented manner.

Fiscal Impact

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

Manager/Staff Recommendation

Staff recommends Council to adopt the code of laws changes.

Attachments

1. Code of Laws Change - Notice of Abatement Redlines

§ 50.036 NOTICE AND ORDER TO ABATE.

~~(A)~~ For the purposes of this subchapter, the respondent is the person in possession of the property where a public nuisance (as described in § 50.035) is located as well as the owner of such property, if different from the former. The Administrator shall have the responsibility for and the jurisdiction of remediation of conditions constituting a public nuisance under § 50.035 through 50.040 on property within the city.

Except as provided in subsection (B) of this section, it shall be required of the Administrator to give notice of violation and it shall be provided in writing in one or more of the following outlined in (A) to the respondent thereof any violation of the provisions of § 50.035 directing that within 15 days the use or conditions which are in violation shall be abated. If the violation is not corrected within the time specified, the Administrator shall initiate enforcement proceedings as described in this article.

1. (A)

1. (a) Notice of Violation shall be given in writing and mailed or hand delivered to the address where the violation exists and to the parcel owner and/or resident responsible. Service of any written notice of violation is complete by hand delivering the notice or by depositing the notice in first class mail.
2. (b) Additionally, written notice may be sent electronically (fax, e-mail, or similar) to property owner and/or occupant where such connection can be determined
3. (c) Written notice may be posted in a conspicuous location on the property, where it can be expected to be sheltered from wind or rain and remain legible for a period of at least 48 hours;
4. (d) Written notice may be published in a newspaper which covers news in the local Mount Holly area, in print and/or electronic form;
5. (e) Written notice may be sent by first class mail or electronically to any interested parties, including but not limited to a financial institution, mortgage company, attorney, or property management organization. The form or forms of notice delivery shall be documented, along with time and date of posting, mailing, or other method of delivery. Receipt of first-class mailing to the owner as listed in Gaston County real estate tax records shall be assumed completed

in absence of information provided to the Administrator to the contrary. The Administrator shall maintain this documentation, along with any verbal or written response to such notice(s).

2. (B)

Exceptions:

1. (a) Any notice of violation for a junked motor vehicle, abandoned motor vehicle, or hazardous motor vehicle shall conform to Chapter 75: Abandoned, Nuisance and Junked Motor Vehicles in the Mount Holly Code of Ordinances.
2. (b) When a person has failed to comply with a notice of violation as described above, code enforcement shall not be required to provide subsequent further notices of violation to that person with regard to the current violation on the premises before taking any of the enforcement actions authorized by this article.
3. (c) No notice of violation or time to correct a violation shall be provided for any chronic violator or repeat offender for all subsequent violations.
(Reference- NC G.S. § 160A-200.1)

~~—(B) Upon determination by the Administrator that there exists on any property conditions constituting a public nuisance (as described in § 50.035) the Administrator shall notify the respondent by registered or certified mail to the address listed with the County Tax Department or by hand delivery notice of such conditions and shall order the abatement thereof within 15 days of receipt of said notice. Such notice shall include a statement informing the respondent of his or her right to appeal the order within 15 days of receipt of said notice in accordance with § 50.037. If, after due diligence, the respondent fails or refuses to accept the notice by registered mail of the violation within ten days of mailing, cannot be personally served or cannot be determined, then the notice required by this section shall be posted conspicuously on the offending property.~~

~~(Code 2019, § 8-10) (Ord. passed 5-14-1984; Ord. passed 1-28-2019)~~



Regular Meeting Agenda Action Form

Meeting Date

January 12, 2026

From

Joshua Blackwell, Planner I
Planning

CONSENT AGENDA Item # 9

Approval of Adoption of Six Liens for Nuisance Abatement.

Will this require a public hearing?

No

Background/Purpose of Request

Staff is requesting that Council adopt liens to be placed on 1017 Noles Drive, Gaston County Parcel ID #124706, 210 East Catawba Avenue, Gaston County Parcel ID #123783, and 306 Cavin Avenue, Gaston County Tax Parcel ID #123131 for the clearing of junk, debris, scrap materials in violation of the City's duty to keep premises clean ordinances under Section 50.020 of the City Code, adopt liens to be placed on 1017 Noles Drive, Gaston County Parcel ID #124706, and 203 Belton Avenue, Gaston County Tax Parcel ID #184051 for removal of grass and weeds in violation of the City's nuisance ordinances under Sections 50.035 of the City Code, and adopt a lien to be placed on 1726 North Main Street, Gaston County Parcel ID #177866 for demolishing a structure in violation of the City's minimum housing ordinance under Section 151.48 of the City Code.

Fiscal Impact

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

Manager/Staff Recommendation

Adopt one lien for 1017 Noles Drive in the amount of \$900.
Adopt one lien for 1017 Noles Drive in the amount of \$494.
Adopt one lien for 1726 North Main Street in the amount of \$8,300.
Adopt one lien for 210 East Catawba Avenue in the amount of \$2,725.
Adopt one lien for 306 Cavin Avenue in the amount of \$3,350.
Adopt one lien for 203 Belton Avenue in the amount of \$494.

Attachments

1. Demo Lien - 1726 North Main Street - Frances Hoyle Heirs
2. Grass Lien - 1017 Noles Drive - Larry Wayne Willis Jr.
3. Junk Lien - 1017 Noles Drive - Larry Wayne Willis Jr.
4. Junk Lien - 306 Cavin Avenue - Heaven Properties LLC
5. Junk Lien - 210 E Catawba Avenue - Fortune Ventures LLC
6. Grass Lien - 203 Belton Avenue - Flasterstein-Bas Living Trust

AN ORDINANCE BY THE CITY OF MOUNT HOLLY
ESTABLISHING A LIEN ON CERTAIN REAL PROPERTY
LOCATED AT 1726 NORTH MAIN STREET
FOR DEMOLITION OF A STRUCTURE

Drawn by & Return:
City of Mt. Holly, P.O. Box 406, Mt. Holly, NC 28120

WHEREAS, certain abatement of public nuisance proceedings have been initiated by the City of Mount Holly pertaining to a certain lot or parcel located in the City of Mount Holly, North Carolina, and identified as Tax Parcel ID#177866, 1726 North Main Street, said parcel being owned by Frances Hoyle Heirs; and,

WHEREAS, an Ordinance To Demolish a Dilapidated Dwelling Located at 1726 North Main Street, Gaston County Tax Parcel #177866, was adopted by the City Council of Mount Holly, NC, on March May 19th, 2025; and,

WHEREAS, in accordance with the above referenced Ordinance to Demolish, the City has caused the demolition of the dilapidated dwelling, and as authorized in the Order, this Ordinance does hereby establish a lien for costs of such removal.

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

Actual cost of clearing	\$ 7,950.00
Administrative cost	\$ 350.00

Total Lien Due	\$ 8,300.00

Adopted by the City Council of the city of Mount Holly upon motion duly made, seconded and carried at a properly held meeting on _____ day of _____, 2026.

CITY OF MOUNT HOLLY

By: _____
Mayor

Attest:

City Clerk

NORTH CAROLINA
GASTON COUNTY

I, _____, A Notary Public in and for said County and State, do hereby certify that Tara Douglas personally appeared before me this day and, who, being first duly sworn, says that she is the City Clerk of the City of Mount Holly, a municipal corporation, and that the seal affixed to the foregoing instrument in writing is the Corporate Seal of the City of Mount Holly, and that said writing was signed and sealed by _____, Mayor, in behalf of said municipal corporation, by authority duly given, and the said Tara Douglas acknowledged the said writing to be the act and deed of said City of Mount Holly as adopted by its City Council.

WITNESS my hand and notarial seal, this _____ day of _____, 2026.

Notary Public

My commission expires:

(seal)

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

Drawn by & Return:
City of Mt. Holly, P.O. Box 406, Mt. Holly, NC 28120

WHEREAS, certain abatement of public nuisance proceedings have been initiated by the City of Mount Holly pertaining to a certain lot or parcel located in the City of Mount Holly, North Carolina, and identified as Tax Parcel ID#124706, 1017 Noles Drive, said parcel being owned by Larry Wayne Willis Jr.; and,

WHEREAS, notice of violation was made known to the above-mentioned owner as required by Section 50.035 through 50.036 of the Ordinances of the City of Mount Holly, North Carolina, and the owner has failed to abate the nuisance and the administrator has caused the property to be cleared of the nuisance; and,

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

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

Actual cost of clearing	\$ 144.00
Administrative cost	\$ 350.00

Total Lien Due	\$ 494.00

Adopted by the City Council of the city of Mount Holly upon motion duly made, seconded and carried at a properly held meeting on _____ day of _____, 2026.

CITY OF MOUNT HOLLY

By: _____
Mayor

Attest:

City Clerk

NORTH CAROLINA
GASTON COUNTY

I, _____, A Notary Public in and for said County and State, do hereby certify that Tara Douglas personally appeared before me this day and , who, being first duly sworn, says that she is the City Clerk of the City of Mount Holly, a municipal corporation, and that the seal affixed to the foregoing instrument in writing is the Corporate Seal of the City of Mount Holly, and that said writing was signed and sealed by _____, Mayor, in behalf of said municipal corporation, by authority duly given, and the said Tara Douglas acknowledged the said writing to be the act and deed of said City of Mount Holly as adopted by its City Council.

WITNESS my hand and notarial seal, this _____ day of _____, 2026.

Notary Public

My commission expires:

(seal)

AN ORDINANCE BY THE CITY OF MOUNT HOLLY
ESTABLISHING A LIEN ON CERTAIN REAL PROPERTY
FOR CLEARING OF JUNK, DEBRIS AND SCRAP MATERIALS

Drawn by & Return:
City of Mt. Holly, P.O. Box 406, Mt. Holly, NC 28120

WHEREAS, certain abatement of public nuisance proceedings have been initiated by the City of Mount Holly pertaining to a certain lot or parcel located in the City of Mount Holly, North Carolina, and identified as Tax Parcel ID#124706, 1017 Noles Drive, said parcel being owned by Larry Wayne Willis Jr.; and,

WHEREAS, notice of violation was made known to the above-mentioned owner as required by Section 50.020 through 50.036 of the Ordinances of the City of Mount Holly, North Carolina, and the owner has failed to abate the nuisance and the administrator has caused the property to be cleared of the nuisance; and,

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

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

Actual cost of clearing	\$ 550.00
Administrative cost	\$ 350.00

Total Lien Due	\$ 900.00

Adopted by the City Council of the city of Mount Holly upon motion duly made, seconded and carried at a properly held meeting on _____ day of _____, 2026.

CITY OF MOUNT HOLLY

By: _____
Mayor

Attest:

City Clerk

NORTH CAROLINA
GASTON COUNTY

I, _____, A Notary Public in and for said County and State, do hereby certify that Tara Douglas personally appeared before me this day and , who, being first duly sworn, says that she is the City Clerk of the City of Mount Holly, a municipal corporation, and that the seal affixed to the foregoing instrument in writing is the Corporate Seal of the City of Mount Holly, and that said writing was signed and sealed by _____, Mayor, in behalf of said municipal corporation, by authority duly given, and the said Tara Douglas acknowledged the said writing to be the act and deed of said City of Mount Holly as adopted by its City Council.

WITNESS my hand and notarial seal, this _____ day of _____, 2026.

Notary Public

My commission expires:

(seal)

AN ORDINANCE BY THE CITY OF MOUNT HOLLY
ESTABLISHING A LIEN ON CERTAIN REAL PROPERTY
FOR CLEARING OF JUNK, DEBRIS AND SCRAP MATERIALS

Drawn by & Return:
City of Mt. Holly, P.O. Box 406, Mt. Holly, NC 28120

WHEREAS, certain abatement of public nuisance proceedings have been initiated by the City of Mount Holly pertaining to a certain lot or parcel located in the City of Mount Holly, North Carolina, and identified as Tax Parcel ID#123131, 306 Cavin Avenue, said parcel being owned by Heaven Properties LLC; and,

WHEREAS, notice of violation was made known to the above-mentioned owner as required by Section 50.020 through 50.036 of the Ordinances of the City of Mount Holly, North Carolina, and the owner has failed to abate the nuisance and the administrator has caused the property to be cleared of the nuisance; and,

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

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

Actual cost of clearing	\$ 3000.00
Administrative cost	\$ 350.00

Total Lien Due	\$ 3,350.00

Adopted by the City Council of the city of Mount Holly upon motion duly made, seconded and carried at a properly held meeting on _____ day of _____, 2026.

CITY OF MOUNT HOLLY

By: _____
Mayor

Attest:

City Clerk

NORTH CAROLINA
GASTON COUNTY

I, _____, A Notary Public in and for said County and State, do hereby certify that Tara Douglas personally appeared before me this day and , who, being first duly sworn, says that she is the City Clerk of the City of Mount Holly, a municipal corporation, and that the seal affixed to the foregoing instrument in writing is the Corporate Seal of the City of Mount Holly, and that said writing was signed and sealed by _____, Mayor, in behalf of said municipal corporation, by authority duly given, and the said Tara Douglas acknowledged the said writing to be the act and deed of said City of Mount Holly as adopted by its City Council.

WITNESS my hand and notarial seal, this _____ day of _____, 2026.

Notary Public

My commission expires:

(seal)

AN ORDINANCE BY THE CITY OF MOUNT HOLLY
ESTABLISHING A LIEN ON CERTAIN REAL PROPERTY
FOR CLEARING OF JUNK, DEBRIS AND SCRAP MATERIALS

Drawn by & Return:
City of Mt. Holly, P.O. Box 406, Mt. Holly, NC 28120

WHEREAS, certain abatement of public nuisance proceedings have been initiated by the City of Mount Holly pertaining to a certain lot or parcel located in the City of Mount Holly, North Carolina, and identified as Tax Parcel ID#123783, 210 E. Catawba Avenue Avenue, said parcel being owned by Fortune Ventures LLC; and,

WHEREAS, notice of violation was made known to the above-mentioned owner as required by Section 50.020 through 50.036 of the Ordinances of the City of Mount Holly, North Carolina, and the owner has failed to abate the nuisance and the administrator has caused the property to be cleared of the nuisance; and,

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

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

Actual cost of clearing	\$ 2375.00
Administrative cost	\$ 350.00

Total Lien Due	\$ 2725.00

Adopted by the City Council of the city of Mount Holly upon motion duly made, seconded and carried at a properly held meeting on _____ day of _____, 2026.

CITY OF MOUNT HOLLY

By: _____
Mayor

Attest:

City Clerk

NORTH CAROLINA
GASTON COUNTY

I, _____, A Notary Public in and for said County and State, do hereby certify that Tara Douglas personally appeared before me this day and , who, being first duly sworn, says that she is the City Clerk of the City of Mount Holly, a municipal corporation, and that the seal affixed to the foregoing instrument in writing is the Corporate Seal of the City of Mount Holly, and that said writing was signed and sealed by _____, Mayor, in behalf of said municipal corporation, by authority duly given, and the said Tara Douglas acknowledged the said writing to be the act and deed of said City of Mount Holly as adopted by its City Council.

WITNESS my hand and notarial seal, this _____ day of _____, 2026.

Notary Public

My commission expires:

(seal)

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

Drawn by & Return:
City of Mt. Holly, P.O. Box 406, Mt. Holly, NC 28120

WHEREAS, certain abatement of public nuisance proceedings have been initiated by the City of Mount Holly pertaining to a certain lot or parcel located in the City of Mount Holly, North Carolina, and identified as Tax Parcel ID#184051, 203 Belton Avenue, said parcel being owned by Flasterstein-Bas Living Trust; and,

WHEREAS, notice of violation was made known to the above-mentioned owner as required by Section 50.035 through 50.036 of the Ordinances of the City of Mount Holly, North Carolina, and the owner has failed to abate the nuisance and the administrator has caused the property to be cleared of the nuisance; and,

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

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

Actual cost of clearing	\$ 144.00
Administrative cost	\$ 350.00

Total Lien Due	\$ 494.00

Adopted by the City Council of the city of Mount Holly upon motion duly made, seconded and carried at a properly held meeting on _____ day of _____, 2026.

CITY OF MOUNT HOLLY

By: _____
Mayor

Attest:

City Clerk

NORTH CAROLINA
GASTON COUNTY

I, _____, A Notary Public in and for said County and State, do hereby certify that Tara Douglas personally appeared before me this day and , who, being first duly sworn, says that she is the City Clerk of the City of Mount Holly, a municipal corporation, and that the seal affixed to the foregoing instrument in writing is the Corporate Seal of the City of Mount Holly, and that said writing was signed and sealed by _____, Mayor, in behalf of said municipal corporation, by authority duly given, and the said Tara Douglas acknowledged the said writing to be the act and deed of said City of Mount Holly as adopted by its City Council.

WITNESS my hand and notarial seal, this _____ day of _____, 2026.

Notary Public

My commission expires:

(seal)



Regular Meeting Agenda Action Form

Meeting Date

January 12, 2026

From

Brandon Livingston, Planner II
Planning

CONSENT AGENDA Item # 10

Call for a public hearing to consider a rezoning of Tax Parcel #'s 177847, 177844, 177594, 177846, and 218371 from R-1 (Gaston County) and R-12 (City) to City CD-MF (Conditional District Multifamily) for the Holly Heights Townhome Development, Case R-26-1.

Will this require a public hearing?

Yes

Background/Purpose of Request

Planning staff has been working with representatives of Moore and Van Allen as well as Lafayette Homes. for the proposed 220 townhome subdivision to be called Holly Heights since December 2024. The parcels (Parcel #'s 177847, 177844, 177594, 177846, and 218371) are contiguous to the existing City limits. The applicant wishes to rezone the entire 34.35-acres to a Conditional District zoning for multi-family townhomes and amenities from the Gaston County zonings of R-1.

Lot Dimensions and Square Footage

The development will have up to 220 attached townhome units consisting four possible building types. The setbacks would be 17-feet for front yard, 10-foot side yards, and 12-foot rear setbacks. Maximum height would be 35 feet. Proposed building separation will be 20 feet.

All units would feature three bedrooms and would range in size from 1,200 to 1,600 square feet.

Open Space and Amenities

The applicant is proposing 9.46 acres of usable open space, which exceeds the required minimum of 9.44 acres. The applicant is also proposing to retain at least 23.2% (or 7.97 acres) of the site in pre-construction condition.

The proposed park amenity would include at least two of the following seven features: swimming pool, cabana, dog park, playground, greenway, gathering spaces with bench seating and tables, enhanced shaded landscaping. These would be put in place before the certificate of occupancy of the 110th unit. After this time if amenities are not in place, future zoning permits will be held by the City.

Traffic Impact Analysis

The number of units did trip the threshold for requiring a Transportation Impact Analysis under the City's ordinance. Based on the TIA Analysis and scoping meetings held, the applicant is accepting the responsibility for making these improvements. The improvements are provided below:

Mitigation Improvements

Vehicular Network Improvements

Int #6. N Main Street (NC 273) and Access A

- Northbound left-turn lane along N Main St (NC 273) with a minimum of 100' of storage
- Construct Access A with separate eastbound left- and right-turn lanes (two-lane egress, single lane ingress) with a minimum of 100' of storage for the right-turn lane
- Provide a 100' internal protected stem (IPS) along Access A
- Int #7. N Main Street (NC 273) and Access B (RIRO)**
- Single eastbound egress lane and ingress lane along Access B under RIRO operations
- Provide a 100' IPS along Access B
- Install a monolithic concrete island along N Main Street (NC 273) to be constructed per NCDOT standards to restrict Access B to RIRO access Belmont-Mount Holly Loop
- As shown in Section 4.3, the current CTP alignment (revised and adopted by GCLMPO in May 2024) for the future Belmont-Mount Holly Loop is shown to traverse a portion of the proposed 1713 N Main Street Townhome site.
- The applicant should coordinate with City, NCDOT and GCLMPO to determine appropriate alignment to be reserved through the proposed site.
- Based on input from GCLMPO, 100' ROW required to be reserved for this alignment.
- Multimodal Network Improvements (see Section 4.3) N Main Street (NC 273) Shared-Use Path (10' Paved)**
- Based on the current and projected traffic volumes (including truck traffic that serve the local industrial plants) and speed limit along N Main St (NC 273), a paved 10' shared-use path is recommended to be installed along the west side of N Main St (NC 273) between the northernmost and southernmost limits of the proposed site (approximately 550 linear feet) in place of the sidewalk and bike lanes identified in multiple planning documents (see Section 4.3).
- Provide a form of barrier/separation (i.e., curb, planting strip) to facilitate the separation of the shared-use path from the travel lanes (coordinate with City/NCDOT to determine appropriate design elements).
- Greenway Facility (Easement)**
- Coordinate with City staff to provide an appropriate easement for a future greenway facility through the proposed site.

Consistency with the Vision Plan and Future Land Use Plan

The Future Land Use Map identifies this area adjacent to Neighborhood Residential and supports this type of subdivision. An Annexation Policy was adopted as part of the Land Use Plan in June 2020. The Annexation Policy outlines a Design Guidelines Matrix that created a scoring criteria for 25 elements found in the Strategic Vision Plan and other best practices for reviewing annexations.

The Matrix is intended as a guide during review of conditional zoning requests by taking the quid pro process a step further and allows the applicants to understand what the City places value towards, but allows for the diversity of projects that may come forward. The methodology for this Conditional Zoning Plan resulted in a score of 114 out of 200 points and translates to "Very Good" scoring range.

Public Involvement Meeting

A Public Involvement Meeting was held on Thursday, September 25th from 4:00-6:00 PM in the Training Room at the Municipal Complex. Notices of the meeting were mailed to one-hundred and thirty-seven (137) properties that are within two-hundred and fifty (250) feet of the proposed development, a newspaper advertisement was placed in the Gaston Gazette and the property was posted twice along North Main Street. Twenty-two (22) people attended, and raised concerns regarding traffic and impacts to the character of the community.

Additionally, the applicant is requesting annexation, which will be heard by City Council.

This is only a call for a public hearing. There is no discussion at this time. The public hearings will be heard at the February 2nd Planning Commission meeting and February 9th City Council meeting.

Fiscal Impact

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

Manager/Staff Recommendation

Approve the call, and set the public hearings for this case.

Attachments

1. 2024.12.12 Grice Rezoning & Annexations - Signed LT
2. 2024.12.12 Stewart Rezoning & Annexation - Signed LT
3. Holly Heights Rezoning Plan
4. Statement of Consistency
5. Future Land Use Map
6. Neighborhood Residential - Future Land Use Plan



MOUNT HOLLY PLANNING AND DEVELOPMENT

Planning Commission Conditional Rezoning Application

Date Submitted: _____ Fee: 2-Acres or less **\$300.00** _____ Case Number _____
 2-10 Acres **\$500.00** _____
 10-25 Acres **\$800.00** _____
 25-100 Acres **\$1,000.00** X _____
 100+ Acres **\$1,200.00** _____

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 and signed; and all required maps, plans and documents have been submitted to the satisfaction of the Administrator. A pre-application meeting with Planning staff is required. Scheduling for the Planning Board 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 hereby requests Mount Holly to rezone the property described below from the Gaston Cty R-1 zoning district to the Mount Holly R-8MF (CD) zoning district.

Said property is located near the intersection of N. Main St. and Mackenzie Blvd
 in River Bend Township; Being a total of: 34.35 acres.

Further referenced by the Gaston County Tax Department as:

Tax Parcel # 177847

Tax Parcel # 177844

Tax Parcel # 177594

Tax Parcel # 177846

Tax Parcel # 218371

Tax Parcel # _____

Additional sheets for tax parcels are available upon request.

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.

Conditional Zoning Requirements:

- ☒ Zoning Sketch Plan. A sketch plan illustrating proposed conditions and other pertinent information is required for all conditional rezoning requests. Sketch elements not illustrating proposed conditions are subject to subdivision and site plan review. Refer to Appendix 1, Mapping Standards of the City's Subdivision & Land Development Ordinance.
☒ Zoning Conditions. Use and/or development conditions must be provided. Complete Page 2 of this application. Refer to uses as listed in Chapter 6 of the Zoning Ordinance.



**MOUNT HOLLY
PLANNING AND DEVELOPMENT**

**Planning Commission
Conditional Rezoning
Application**

Use Conditions

Uses of the property shall be limited to the following uses as listed in Chapter 6 of the City's Zoning Ordinance:

- 1) Up to 220 Townhome units and accessory uses permitted in the R-8MF district

2)

3)

4)

Development Conditions

Development of the property shall occur in accordance with the following standards and requirements in addition to those specified in the City's Zoning Ordinance or/and Subdivision & Land Development Ordinance.

1)

2)

3)

4)

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

A Conditional Zoning Application must be signed by current property owner(s).

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.

Submitted

Signed by:

Alissa Grice

Property Owner Signature

Alissa Grice

Name

1707 N Main Street

Mailing Address

Mount Holly, NC 28120

City, State and Zip Code

503-869-7694

Phone Number

Aggrice@me.com

Email Address

Owner/ Representative/ Applicant Signature (if applicable)

Name

Mailing Address

City, State and Zip Code

Phone Number

Email Address



CITY of MOUNT HOLLY

Bryan Hough, Mayor
Phyllis Harris, Mayor Pro Tem
David Moore, Councilman
Jeff Meadows, Councilman
Lauren Shoemaker, Councilwoman
Ivory Craig, Jr., Councilman
Christina Pawlish, Councilwoman
Danny Jackson, Interim City Manager

400 East Central Ave. Post Office Box 406, Mount Holly, NC 28120 704-827-3931 704-822-2933 fax www.mtholly.us

PETITION REQUESTING ANNEXATION FOR A CONTIGUOUS PROPERTY

Date: 12/12/2024

To the City Council of the City of Mount Holly:

1. The undersigned owner(s) of real property hereby petition for annexation to the City of Mount Holly of that area described on the Gaston County Tax Map as Parcel (s) 177847, 177594, 218371, 177844, & 177846, and as shown on the attached survey, if any. (The survey is not required at the time that the petition is filed, but must be supplied prior to the Call For Annexation Public Hearing. The survey must show the current city limits of the City of Mount Holly.)
2. The area to be annexed is contiguous to the City of Mount Holly.
3. We acknowledge that any zoning vested rights acquired pursuant to G.S. 160A-385.1 or G.S. 153A-344.1 must be declared and identified on this petition. We further acknowledge that failure to declare such rights on this petition shall result in a termination of vested rights previously acquired for this property. (If zoning vested rights are claimed, indicate below and attach proof.)

Property Owner Name	Property Owner Address	Vested Rights Declared? (yes or no)	Signature
Alissa Gail Grice	Parcel ID: 218371	Yes	DocuSigned by: Alissa Gail Grice
Alissa Gail Grice	Parcel ID: 177846	Yes	DocuSigned by: Alissa Gail Grice
Alissa Gail Grice	Parcel ID: 177844	Yes	DocuSigned by: Alissa Gail Grice

WARNING: THE TITLE TO THE SUBJECT PROPERTY CANNOT BE TRANSFERRED PRIOR TO THE COMPLETION OF THE ANNEXATION PROCESS (which is the Annexation Order adopted by the City Council) OR THE PROCEDURE WILL HAVE TO BE DONE OVER FROM THE BEGINNING.

Signature of Property Owner
DocuSigned by:
Alissa Gail Grice
BB1EE217B9E74E4...
Print Name: Alissa Grice
Phone Number: 503-869-7694
Email: Aggrice@me.com

Signature of Property Owner

Printed Name: _____
Phone Number: _____
Email: _____

Note: If there are more than two (2) property owners, please attach additional signature pages. If property owner is an entity, please ensure the appropriate individual signs this petition on behalf of the entity and includes his or her title. Contact information for each property owner must be provided.



CITY of MOUNT HOLLY

Bryan Hough, Mayor
 Phyllis Harris, Mayor Pro Tem
 David Moore, Councilman
 Jeff Meadows, Councilman
 Lauren Shoemaker, Councilwoman
 Ivory Craig, Jr., Councilman
 Christina Pawlish, Councilwoman
 Danny Jackson, Interim City Manager

400 East Central Ave. Post Office Box 406, Mount Holly, NC 28120 704-827-3931 704-822-2933 fax www.mtholly.us

PETITION REQUESTING ANNEXATION FOR A
CONTIGUOUS PROPERTY

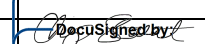
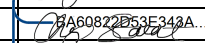
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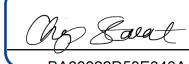
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Property Owner Name	Property Owner Address	Vested Rights Declared? (yes or no)	Signature DocuSigned by:
William H Stewart Jr	Parcel ID: 177594	Yes	
William H Stewart Jr	Parcel ID: 177847	Yes	
			BA60822D53E343A...
			BA60822D53E343A...

WARNING: THE TITLE TO THE SUBJECT PROPERTY CANNOT BE TRANSFERRED PRIOR TO THE COMPLETION OF THE ANNEXATION PROCESS (which is the Annexation Order adopted by the City Council) OR THE PROCEDURE WILL HAVE TO BE DONE OVER FROM THE BEGINNING.

Signature of Property Owner

DocuSigned by:



BA60822D53E343A...

Print Name: Chip Stewart

Phone Number: 7045648103

Email: allamericanfitness@gmail.com

by his attorney in fact, William H. Stewart, III
 Authorized Signatory

Signature of Property Owner

Printed Name: _____

Phone Number: _____

Email: _____

Note: If there are more than two (2) property owners, please attach additional signature pages. If property owner is an entity, please ensure the appropriate individual signs this petition on behalf of the entity and includes his or her title. Contact information for each property owner must be provided.



MOUNT HOLLY PLANNING AND DEVELOPMENT

Planning Commission Conditional Rezoning Application

Date Submitted: _____ Fee: 2-Acres or less **\$300.00** _____ Case Number _____
 2-10 Acres **\$500.00** _____
 10-25 Acres **\$800.00** _____
 25-100 Acres **\$1,000.00** X _____
 100+ Acres **\$1,200.00** _____

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MOUNT HOLLY PLANNING AND DEVELOPMENT

Planning Commission Conditional Rezoning Application

Use Conditions

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- 1) Up to 220 Townhome units and accessory uses permitted in the R-8MF district
- 2) _____
- 3) _____
- 4) _____

Development Conditions

Development of the property shall occur in accordance with the following standards and requirements in addition to those specified in the City's Zoning Ordinance or/and Subdivision & Land Development Ordinance.

- 1) _____
- 2) _____
- 3) _____
- 4) _____

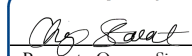
YOU OR SOMEONE REPRESENTING YOU MUST BE PRESENT AT THE PUBLIC HEARING

A Conditional Zoning Application must be signed by current property owner(s).

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.

Submitted

DocuSigned by:



Property Owner Signature
BA60622D93E343A...

Chip Stewart

Name

18209 Town Harbour Road

Mailing Address

Cornelius, NC 28031

City, State and Zip Code

Phone Number

Email Address

by his attorney in fact, William H. Stewart, III
Authorized Signatory

Owner/ Representative/ Applicant Signature (if applicable)

Name

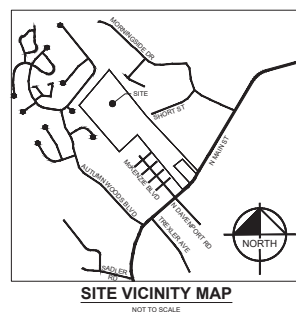
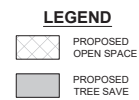
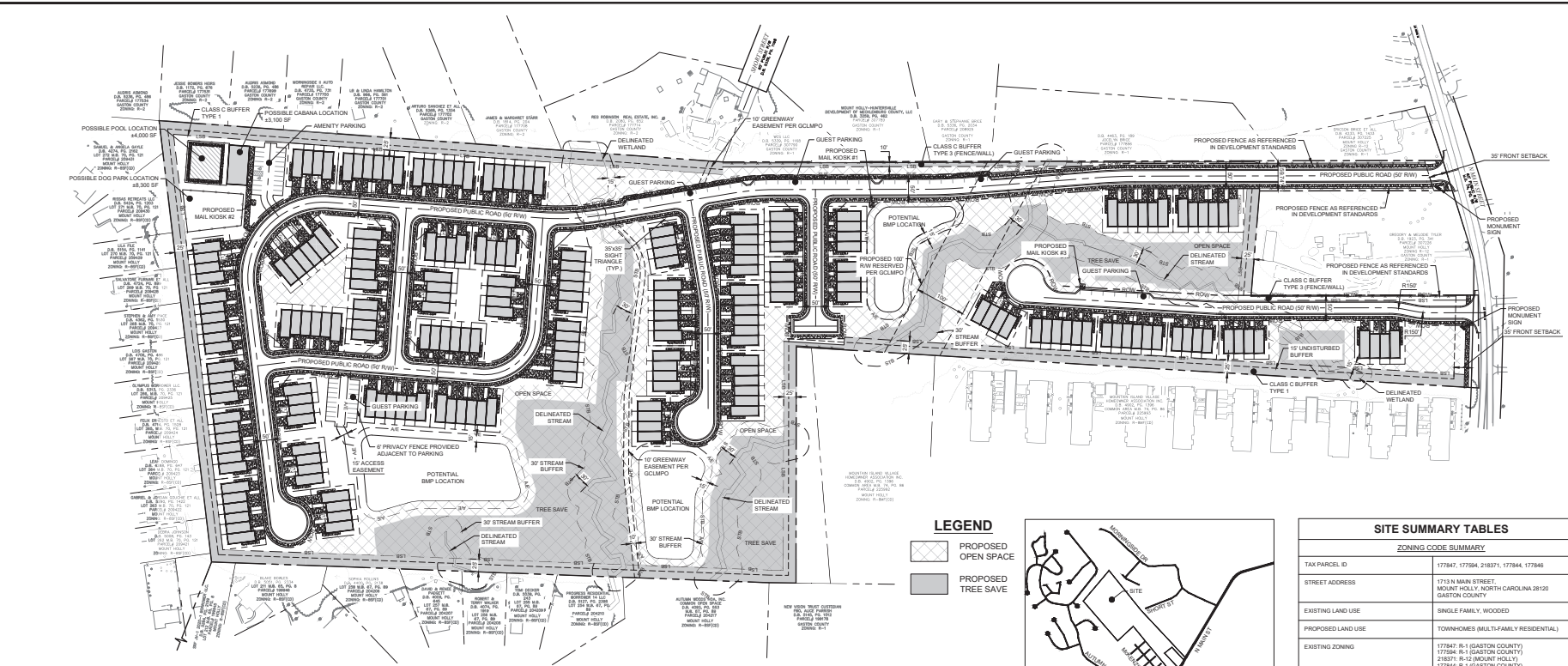
Mailing Address

City, State and Zip Code

Phone Number

Email Address

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SITE SUMMARY TABLES	
ZONING CODE SUMMARY	
TAX PARCEL ID	177847, 177894, 218371, 177844, 177848
STREET ADDRESS	1715 N MAIN STREET, MOUNT HOLLY, NORTH CAROLINA 28120, GASTON COUNTY
EXISTING LAND USE	SINGLE FAMILY, WOODED
PROPOSED LAND USE	TOWNHOMES (MULTI-FAMILY RESIDENTIAL)
EXISTING ZONING	177847: R-1 (GASTON COUNTY) 177894: R-1 (GASTON COUNTY) 218371: R-12 (MOUNT HOLLY) 177844: R-1 (GASTON COUNTY) 177848: R-1 (GASTON COUNTY)
PROPOSED ZONING	R-BMF (CONDITIONAL DISTRICT)
PROPOSED USE	TOWNHOMES (MULTI-FAMILY RESIDENTIAL)
PROPOSED UNIT COUNT	UP TO 220 TOWNHOME UNITS
PROPOSED BEDROOM COUNT	748 BEDROOMS
PROPOSED TOWNHOME SETBACKS	FRONT SETBACK: 17' MIN. SIDE SETBACK: 10' REAR SETBACK: 12'
PROPOSED BUILDING SEPARATION	20' MIN.
PROPOSED DENSITY	6.40 UNITS/ACRE (100% MINIMUM DENSITY IN R-BMF)
TOTAL LOT SIZE	34.35 ACRES
MINIMUM REQUIRED OPEN SPACE	9.44 AC (27.48%) (10% MINIMUM OPEN SPACE REQUIRED IN R-BMF)
PROPOSED OPEN SPACE	9.46 AC (27.50%)
PROPOSED TREE SAVE	7.97 AC (23.20%)

PARKING SUMMARY TABLE	
VEHICLE PARKING SUMMARY	
TOTAL PARKING SPACES REQUIRED	MULTI-FAMILY USE: 330 STALLS (10% MINIMUM REQUIRED IN R-BMF)
PARKING SPACES PROVIDED	AMENITY SPACES: 19 SPACES GUEST SPACES: 47 SPACES RESIDENT SPACES: 330 SPACES TOTAL SPACES: 396 SPACES

ALL BUILDINGS TO BE SPRINKLERED.
STORMWATER CONTROL MEASURES (SCMS) TO BE MAINTAINED BY HOA.
MATERIALS USED FOR ALL ACCESS EASEMENTS TO SCMS WILL BE STURDY AND WIDE ENOUGH TO BE ACCESSED EFFICIENTLY.

Sketch Plan (Major & Minor)

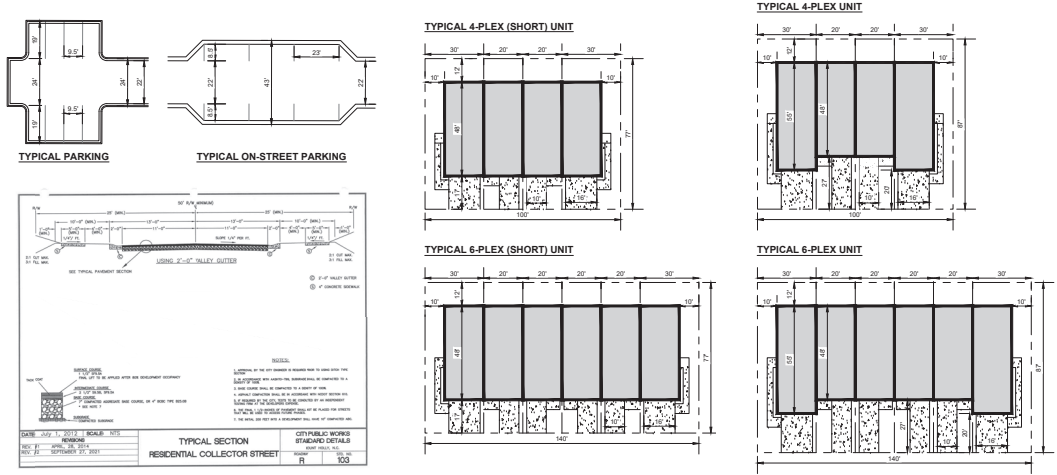
Planning and Development Director

GRAPHIC SCALE IN FEET

0 50 100 200

Sketch Plan Approval

Date:



Kimley-Horn

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N.C. LICENSE # 002

NOT FOR CONSTRUCTION

REZONING SITE PLAN

HOLLY HEIGHTS

RIVERVIEW, MOUNT HOLLY
GASTON COUNTY

SHEET NUMBER

RZ - 1.0

DATE

BY

REVISIONS

NO.	DATE	DESCRIPTION
1	10/14/2025	ISSUED FOR PERMIT

Drawn by: [Name] Date: [Date] Title: [Title] Project: [Project Name] Location: [Location] Scale: [Scale] Date: [Date] Drawn by: [Name] Date: [Date] Title: [Title] Project: [Project Name] Location: [Location] Scale: [Scale] Date: [Date]

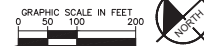


**ENVIRONMENTAL FEATURES
BUFFER LEGEND**

- 30' STREAM BUFFER
- 15' WETLAND BUFFER

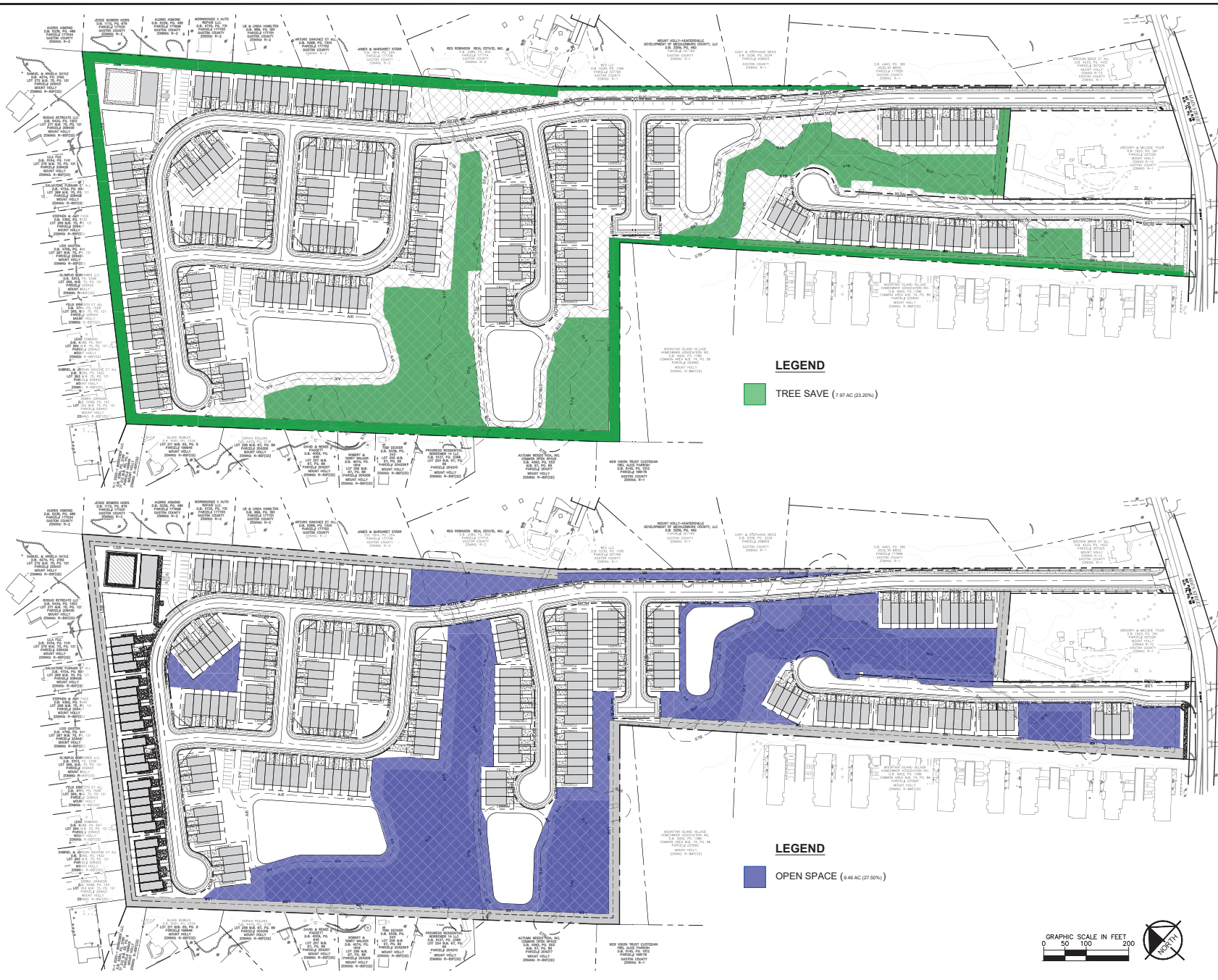
BUFFER YARD LEGEND

- 25' TYPE C OPTION 1 BUFFER YARD
- 10' TYPE C OPTION 3 BUFFER YARD



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NOT FOR CONSTRUCTION	
PROJECT 11/10/2023	DATE 10/14/2025
SCALE AS SHOWN	DRAWN BY E.L.G.
DESIGNED BY E.L.G.	CHECKED BY A.M.S.
REZONING SITE PLAN WITH BUFFERS	
N.C.	
HOLLY HEIGHTS	
RIVEREND, MOUNT HOLLY GASTON COUNTY	
SHEET NUMBER RZ - 3.0	

Drawn by: [Name] Date: [Date] Title: [Title] Project: [Project Name] Location: [Location] Scale: [Scale] Date: [Date] Drawn by: [Name] Date: [Date] Title: [Title] Project: [Project Name] Location: [Location] Scale: [Scale] Date: [Date]



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NOT FOR CONSTRUCTION	
KH PROJECT 11/16/2023	DATE 10/14/2025
KH SCALE AS SHOWN	SCALE AS SHOWN
KH DRAWN BY E.L.G.	DESIGNED BY E.L.G.
KH CHECKED BY A.M.S.	CHECKED BY A.M.S.
REZONING SITE PLAN WITH BUFFERS	
N.C.	
HOLLY HEIGHTS	
RIVEREND, MOUNT HOLLY GASTON COUNTY	
SHEET NUMBER RZ - 3.0	

1 FRONT ELEVATION - "A"
SING. 1/4" = 1'-0"

2 LEFT ELEVATION - "A"
WIND: 1.4" x 1.4"

REAR ELEVATION - "A"

2 RIGHT ELEVATION - "A"
1/8" = 1'-0"

8 FRONT ELEVATION - "B"
SCALE: 1/4" = 1'-0"

2 LEFT ELEVATION - "B"
WINDY-107

1. REAR ELEVATION - "B"
SCALE 1/4" = 1'-0"

2 RIGHT ELEVATION - "B"
WIND - 4.0' x 0.0'

1 FRONT ELEVATION - "C"
SCALE 1/4" = 1'-0"

2 LEFT ELEVATION - "C"
WIND 4.0' x 2.0'

1 REAR ELEVATION - "C"
 100' x 100'

2 RIGHT ELEVATION - "C"
MAX LIP = 0.0"

ELEVATION "K"

ELEVATION "L"

ELEVATION "M"

ELEVATION 'N'

FRONT ELEVATION "R"

FRONT ELEVATION

SCALE: 1/4" = 1'-0"

DATE: 10/10/10

DRAWN BY: J. H. HARRIS

FRONT ELEVATION "M"

FROST ELEVATION 'N'

Noted By: Gladden, Lita Sheet Set: RENAME TO PROJECT DESCRIPTION Layout: RZ-4.0 October 14, 2025 05:46:59pm K:\CHL_PRJ\110816 - Lafayette\1003 - MT Hg\y02 - DWG\PlnSheets\REZONING\SITE PLAN.dwg

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NCLICENSE# 26-2022

**NOT FOR
CONSTRUCTION**

KH PROJECT	
118616003	
DATE	
10/14/2025	
SCALE	AS SHOWN
DESIGNED BY	ILG
DRAWN BY	ILG

ELEVATIONS

HOLLY HEIGHTS

RIVERBEND, MOUNT HOLLY
GASTON COUNTY

SHEET NUMBER
RZ - 4.0



Statement of Consistency

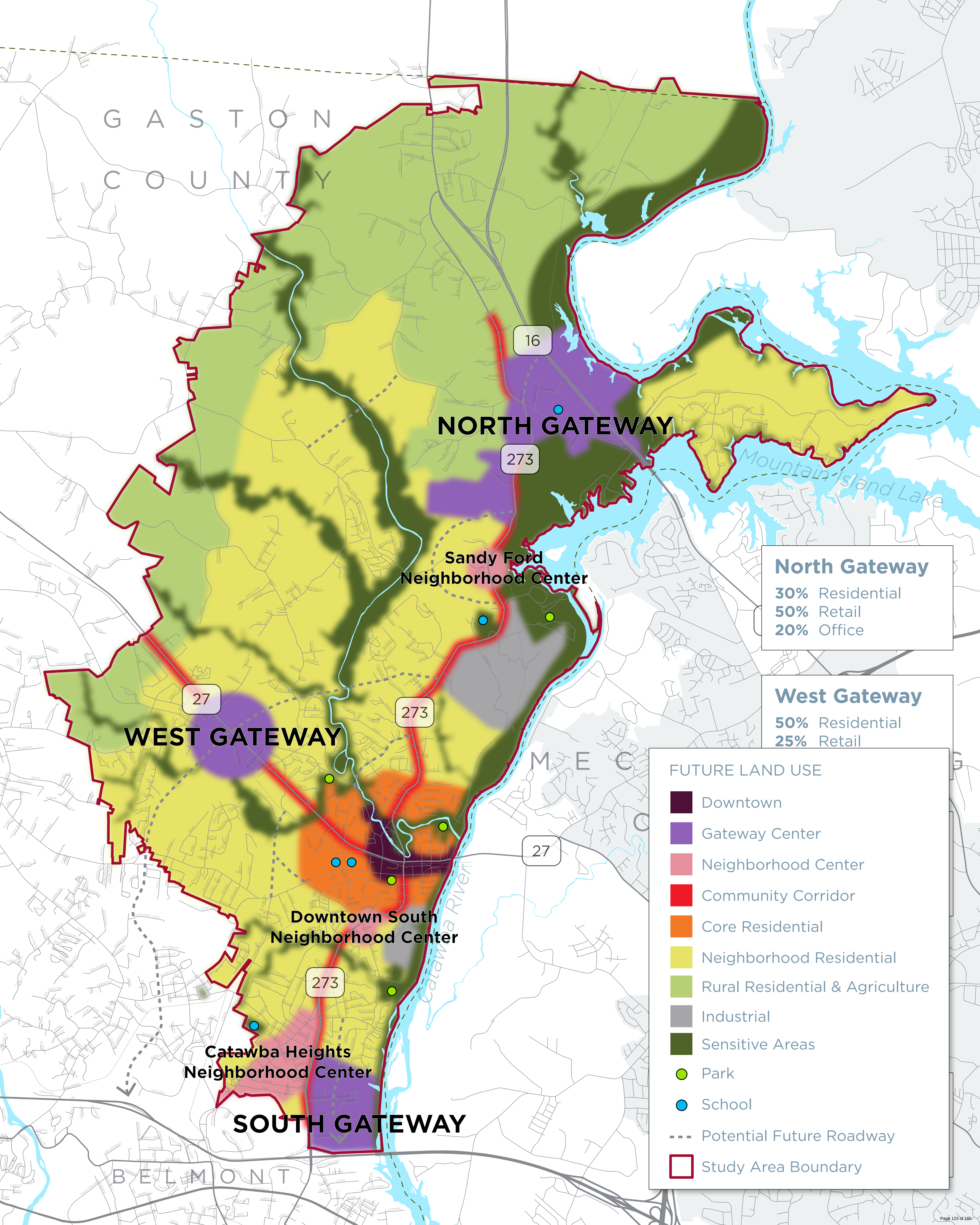
In considering the request associated with petition R-26-1, an amendment of the Zoning Map from R-1 (Gaston County) and R-12 (City) to City CD-MF (Conditional District Multifamily) for Tax Parcel ID#'s 177847, 177844, 177594, 177846, and 218371, the Mount Holly Planning Commission finds the petition to be a reasonable request and in the public interest. It further finds it to be consistent with the Land Use Plan because:

- It promotes the adopted Future Land Use Map that identifies this area as a Neighborhood Residential Area composed of future multi-family townhomes.
- With increased density this will allow for more housing to be provided to City residents.
- It promotes a range of housing options.
- It maintains a safe and adequate supply of housing that varies in style.
- It encourages the development of unique neighborhoods with a variety of housing options.

This finding(s) is supported by a _____ - _____ vote by the Mount Holly Planning Commission during its February 2, 2026 meeting.

Chair, Planning Commission

Date



NEIGHBORHOOD RESIDENTIAL

Neighborhood Residential accounts for many of the suburban-style, lower density residential areas that have been built during the past 20 years. While most of the existing neighborhoods have a uniform housing type, future Neighborhood Residential areas should promote a mixture of housing types and efficient neighborhood design, where appropriate. Neighborhood Residential areas of the future could include single-family homes and townhomes in a clustered design.

Intent

- Enhance existing low-density residential areas with improved connectivity, better bicycle and pedestrian amenities, and additional park and open space opportunities.
- Allow diversification of housing stock in ways that are sensitive to established residential areas.
- Provide a transition to the rural portions of the study area.
- Explore ways to limit the impact of residential development through innovative neighborhood design.

Typical Uses

Primary

Single-Family

Secondary

Limited Office/Retail

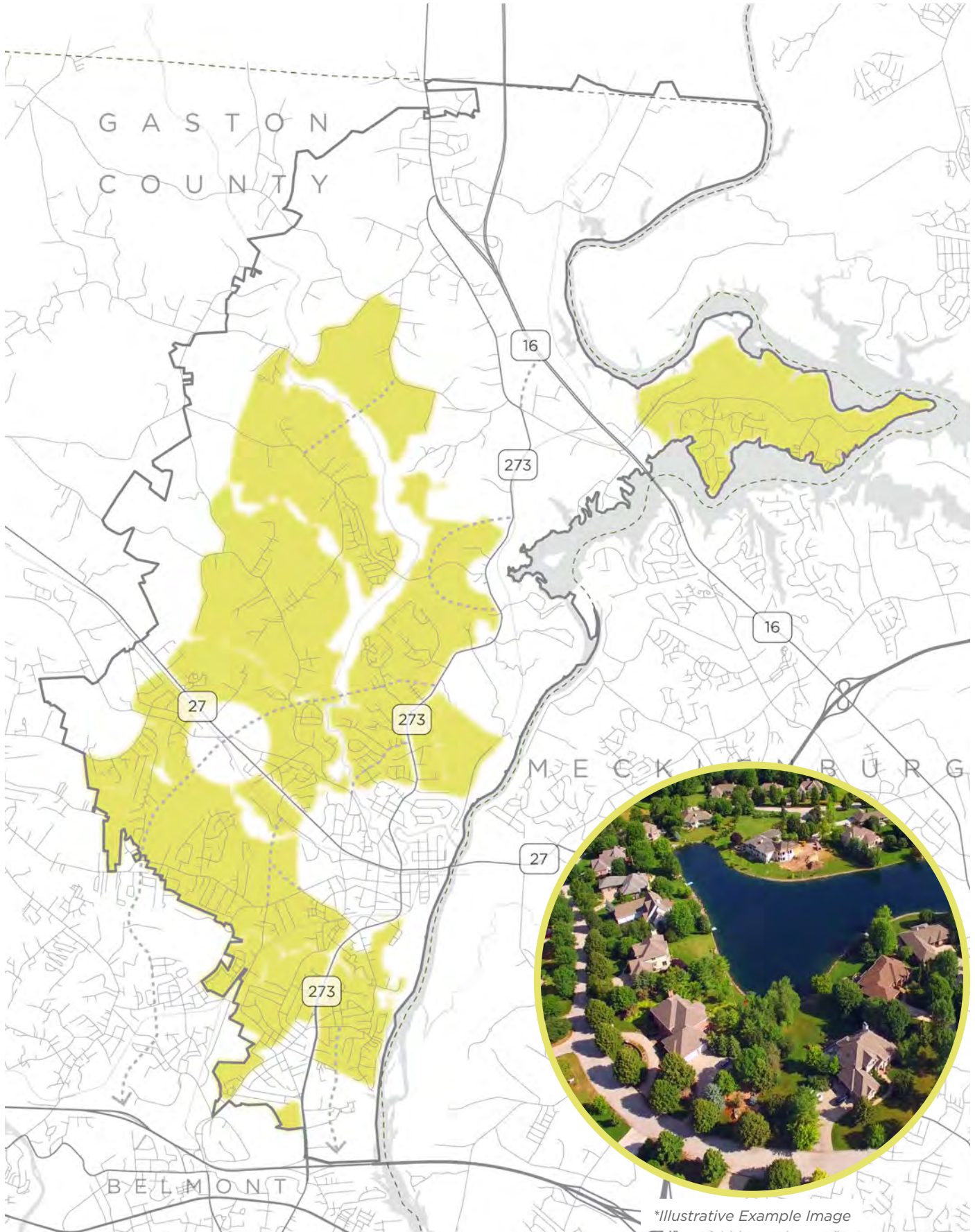
Civic Uses

Mixed-Use

Characteristics

Land Use	Land Use Mix	80% Single-Family, 10% Commercial, 10% Civic/institutional
	Building Form	Same as existing
	Building Height (typical)	35'
	Residential Density	4 to 6 dwelling units per acre
	Non-Residential Intensity	n/a
	Lot Coverage (typical)	30%
Transportation	Transportation Options	Auto, Bicycle, Pedestrian
	Access & Connectivity	Multiple Neighborhood Access Points
	Parking Provision	On-Site, Garages behind front facade or side/rear

PLACE TYPE LOCATION MAP



**Illustrative Example Image*



Regular Meeting Agenda Action Form

Meeting Date

January 12, 2026

From

Tara Douglas, City Clerk
City Clerk

CONSENT AGENDA Item # 11

Approval of City Council Meeting Minutes - December 8, 2025

Will this require a public hearing?

No

Background/Purpose of Request

Approval of City Council Meeting Minutes from December 8, 2025.

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. CCM 12-08-2025_Draft

CITY OF MOUNT HOLLY
CITY COUNCIL MEETING MINUTES
MONDAY, DECEMBER 8, 2025
COUNCIL CHAMBERS
7:00 PM

CALL TO ORDER

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

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

INVOCATION

Pastor Tom Newman of First Methodist Church led the Council, Staff, and attendees in prayer.

PLEDGE OF ALLEGIANCE

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

Mayor Moore called for a moment of silence for Officer Tyler Herndon.

SET THE AGENDA

Mayor Moore entertained a motion to set the agenda as presented. City Manager Blanton made a point of clarification regarding item number 7 on the Consent Agenda listed as the Stanley Interlocal Water Sales Agreement. City Manager Blanton stated that this is a two-part document that consists of this water sales agreement and an easement modification. City Manager Blanton noted that this is the first agreement that the City of Mount Holly and the Town of Stanley have had in place in over a decade.

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

CITY OF MOUNT HOLLY
CITY COUNCIL MEETING MINUTES
MONDAY, DECEMBER 8, 2025
COUNCIL CHAMBERS
7:00 PM

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

CONSENT AGENDA

1. Approval of the 2026 City Council Meeting Schedule
2. Budget Amendment for the Water Plant Roof Project
3. Budget Amendment to use the PFAS settlement funds
4. Budget Amendment for Cameras at the Old Gym
5. Budget Amendment for South Gateway Road
6. Amendment of Audit Contract
7. Approval of Stanley Interlocal Water Sales Agreement
8. Approval of Position Allotment Changes
9. Reappoint Myles Biggerstaff and Will Crist to serve an additional three-year term on the Planning Commission expiring on December 8, 2028
10. Approval of City Council Meeting Minutes – November 10, 2025
11. Approval of Close Session Meeting Minutes – November 10, 2025

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

Motion: Councilman Meadows made a motion to approve the Consent Agenda as presented.
Mayor Pro Tem Shoemaker seconded the motion.

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

PRESENTATIONS

1. Resolution Recognizing Bryan Hough

Mayor Moore

Mayor Moore recognized Councilman Hough for his service to the City of Mount Holly upon his departure from the City Council. Mayor Moore read and presented the resolution thanking Councilman Hough for his tireless years of service and dedication. Councilman Hough thanked Mayor Moore, the City Council, City Staff, and the citizens for their support throughout the years. Councilman Hough stated that it has been an honor to serve and thanked his wife Gina Hough and their children Jack and Maddie for their support and dedication.

2. Oath of Office for Ivory Craig

Honorable Jesse Caldwell, III

The Honorable Jesse Caldwell, III administered the Oath of Office to Councilman Ivory Craig. Councilman Craig's wife and children stood by him during the oath.

CITY OF MOUNT HOLLY
CITY COUNCIL MEETING MINUTES
MONDAY, DECEMBER 8, 2025
COUNCIL CHAMBERS
7:00 PM

3. Oath of Office for Lauren Shoemaker

Honorable Jesse Caldwell, III

The Honorable Jesse Caldwell, III administered the Oath of Office to Councilwoman Lauren Shoemaker. Councilwoman Shoemaker's husband and children stood by her during the oath.

4. Oath of Office for William T. Brooks

Honorable Jesse Caldwell, III

The Honorable Jesse Caldwell, III administered the Oath of Office to Councilman William T. Brooks. Councilman Brooks' family and friends stood by him during the oath.

5. Employee Years of Service Recognition

Mayor Moore

Mayor Moore recognized the employees for their years of dedicated service to the City of Mount Holly in increments of 5 years.

6. Presentation of ISO 1 Classification to the Mount Holly Fire Department

Chief Ryan Baker

Office of the State Fire Marshal

The North Carolina State Fire Marshal presented the ISO 1 classification to the Mount Holly Fire Department. Fire Marshal Taylor discussed the importance of this classification and that it is not only a rating of the City of Mount Holly Fire Department, but it is a rating of the community itself. Mr. Taylor noted that this classification is the highest rating.

7. Annual 2024-2025 Audit Presentation

Claire Earnhardt – Martin Starnes

As of June 30, 2025, Ms. Earnhardt presented the annual 2024-2025 audit presentation. Ms. Earnhardt stated that they expect to issue an unmodified opinion on the audit report, which is the best opinion that can be given in an audit. Ms. Earnhardt stated that an unmodified opinion means that the statements are not materially misstated as presented to the reader. Ms. Earnhardt thanked the Finance Department for their cooperation. Ms. Earnhardt stated that the full audit would be submitted to the Local Government Commission in the upcoming days.

CITY OF MOUNT HOLLY
CITY COUNCIL MEETING MINUTES
MONDAY, DECEMBER 8, 2025
COUNCIL CHAMBERS
7:00 PM

PUBLIC COMMENT- (3-minute limit)

1. Peggy Thornes- 971 Olde NC Hwy Mount Holly: Ms. Thomas stated that she would like to see a Christian night, or afternoon added to the summer concert series.
2. Robert Black- 142 Oakland Street: Mr. Black spoke about Bryan Hough stating that Mr. Hough did a great job. Mr. Black thanked the staff for the amazing carriage rides. Mr. Black stated that traffic on Oakland Street gets dangerous during the carriage rides. Mr. Black encouraged citizens to come and see the blue lights in honor of Back the Blue.

OLD BUSINESS

1. Discussion of the Duke Energy Riverbend Access Area

Eric Smallwood

Mr. Smallwood presented information for the Council's review regarding the potential lease agreement from Duke Energy. Mr. Smallwood reviewed the timeline for this proposal between Duke Energy and the City of Mount Holly. Mr. Smallwood has requested the lease be signed by the end of December 2025. Mr. Smallwood reviewed the necessary staffing needed if this proposal were approved. Mr. Smallwood noted that there were 93 Police calls for service in 2025 and 20 calls for Fire service in 2025 with 15 of those calls being related to water incidents. Mr. Smallwood reviewed Duke Energy's gross profit for the last five years as well as Duke Energy's proposed investment to the site.

Councilman Reeves asked as to why Duke Energy would not manage their own swim areas. Mr. Smallwood stated that Duke Energy is in the energy business and this is part of their Federal Energy Regulatory Commission (FERC) licensing process.

Mayor Pro Tem Harris stated that she voted for this originally and wants to know that if the City does not manage it, will Duke Energy build it anyway? Mr. Smallwood stated that there have been examples where they have not, but he is not sure.

Councilman Craig expressed his support for this agreement and reiterated that having more recreation will bring additional visitors to our downtown businesses.

Mayor Moore stated that he is concerned that this will cost our citizens a lot of money and that it will take away from the Parks and Recreation Department. Mayor Moore stated that he feels that this is more of a liability and will cost the City \$1.28 million over the first 5 years. Assistant City Manager DuPont stated that the 15-year projected cost is \$4.23 million dollars.

CITY OF MOUNT HOLLY
CITY COUNCIL MEETING MINUTES
MONDAY, DECEMBER 8, 2025
COUNCIL CHAMBERS

7:00 PM

City Manager Blanton clarified that Gaston County did not have an interest in maintaining this park, but that Duke Energy had not approached them since the City of Mount Holly had signed a non-binding letter of commitment.

Councilwoman Shoemaker stated that she does not like the expenditure but is concerned that Duke Energy is going to build the park whether we sign the lease or not and the City of Mount Holly staff will be obligated to respond with no authority. Councilwoman Shoemaker stated that if it is not being managed well by someone else then it could look bad for the City of Mount Holly. Councilwoman Shoemaker asked that we answer what it costs to run the other parks in the City. Councilwoman Shoemaker noted that the Parks and Recreation Departments historically do not bring in revenue but is a quality-of-life benefit for our citizens.

Councilman Reeves stated that he does not like that Duke Energy is asking our citizens to subsidize this park.

Councilman Meadows stated that Duke Energy would be investing \$5 million dollars on the capital side that the City would not have to invest. Councilman Meadows stated that the City would control 51 acres on the water that you could not repeat in this area. Councilman Meadows stated that the City has worked with Duke Energy for over a year and made a commitment to one of our major partners that provides us a lot of support and a lot of opportunities that he would like to see preserved. Councilman Meadows stated that he thinks it would be a mistake for the City not to keep its word that we gave them for an extended period of time.

Motion: Councilman Craig made a motion to approve the Duke Riverbend Access Area project. Councilman Meadows seconded the motion.

*All Council members present and voting, voted 3-3 with Mayor Moore breaking the tie resulting in a 4-2 vote against **(Motion Failed)***

Voting Yay: Councilman Meadows, Councilman Craig, Councilwoman Shoemaker

Voting Nay: Councilman Reeves, Councilman Brooks, Mayor Pro Tem Harris, and Mayor Moore breaks the tie voting Nay.

NEW BUSINESS

1. City Manager Report

Jonathan Blanton

City Manager Blanton gave well wishes to Finance Director Michelle Wood who will be retiring at the end of the month. City Manager Blanton thanked the Parks and Recreation Department, the Special Events Coordinator Chloe Clary and the Council for the success of the Christmas

CITY OF MOUNT HOLLY
CITY COUNCIL MEETING MINUTES
MONDAY, DECEMBER 8, 2025
COUNCIL CHAMBERS

7:00 PM

events. City Manager Blanton mentioned the dates the Municipal Complex will be closed over the holiday season. City Manager Blanton sadly reported that former Police Chief and former Councilman Jerry Bishop's wife Shirley Bishop passed away. City Manager Blanton recapped the successes from 2025 highlighting grants, arts and placemaking, human resources salary study and compensation plan, Veterans Park, Kemp A. Michael Way, Ransom Hunter Park, Dutchman's Creek Bridge project, downtown paving project, Police Department OSHA award, joint use agreement with Gaston County, Oakland Wetland Project, adopted conservative budget, finance budget award, the opening of the new location of the Mount Holly Museum, and the approved Stanley Water Agreement.

CLOSED SESSION

1. Closed Session Pursuant to N.C.G.S. 143-318.11(a) (3 and 5)
Mayor Moore entertained a motion to go out of the regular meeting and into closed session pursuant to NCGS 143-318.11(a)(3 and 5).

Motion: Mayor Pro Tem Harris made a motion to go out of the regular meeting and into closed session at 8:57 pm. Councilwoman Shoemaker seconded the motion.

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

Motion: Mayor Pro Tem Harris made a motion to come out of closed session and back into the regular meeting at 10:10 pm. Councilman Reeves seconded the motion.

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

Motion: Mayor Pro Tem Harris made a motion to approve an amendment to the contract to sell 131 S. Main St. extending the closing date to 3/31/2026, with the City paying the cost of the radar services by Labella in accordance with their quote and the buyer paying a \$10,625 extension deposit directly to the seller which is non-refundable and applicable to the purchase price. Councilman Brooks seconded the motion.

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

ADJORN

Motion: Mayor Pro Tem Harris made a motion to adjourn the December 8, 2025 City Council meeting at 10:12 pm. Councilman Reeves seconded the motion.

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

The meeting adjourned at 10:12 pm.



Regular Meeting Agenda Action Form

Meeting Date

January 12, 2026

From

Tara Douglas, City Clerk
City Clerk

CONSENT AGENDA Item # 12

Approval of Closed Session City Council Meeting Minutes — December 8, 2025

Will this require a public hearing?

No

Background/Purpose of Request

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

Fiscal Impact

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

Manager/Staff Recommendation

Attachments

None



Regular Meeting Agenda Action Form

Meeting Date

January 12, 2026

From

Paul Lowe, Assistant Planning Director
Planning

PRESENTATIONS Item # 1

Approval of the Final Design Associated with the Accuvision Mural Project

Will this require a public hearing?

No

Background/Purpose of Request

Staff is seeking approval of the final design of the Accuvision Mural Project, a 280 sq. ft. mural, at the Accuvision Eye Care office, located at 132 W Charlotte Ave. We have been working collaboratively with Dr. Keith Pawlish Jr., PAAC members, and our artist, Rosalia Torres-Weiner, on the design, which was reviewed by PAAC at their December 17th meeting-where they voted to recommend approval. If the design is approved by the City Council, the artist will start work in early 2026, and have the installation completed by end of May 2026. Before the artist starts, staff will coordinate with painting contractor, Ashley Jenkins, to have the wall prepped. The cost to complete this project is \$9,000. (\$7,000.00 for the mural installation, and \$2,000.00 to prep the wall.) As a note, the existing glasses (logo) and the business' sign found on the wall will be worked around to complete this installation.

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: **\$7,000 (Mural Development) \$2,000 (Prep) = \$9,000.**
Budget Code: **10-40-4910-603.**
Reviewed by City Attorney? No.

Manager/Staff Recommendation

Approve the presented design.

Attachments

1. Accuvision Mural Final Design





Regular Meeting Agenda Action Form

Meeting Date

January 12, 2026

From

Chloe Clary, Special Events Coordinator
Parks and Recreation

PRESENTATIONS Item # 2

SpringFest Event Series

Will this require a public hearing?

No

Background/Purpose of Request

To provide an update on the SpringFest event series for 2026.

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. SpringFest Preso

Parks and Recreation

SPRINGFEST EVENT LINEUP 2026



Parks and Recreation



- Date Change - April 18th
- Brand Recognition
- Natural Resource Callout
- Cool Merch
- Growth



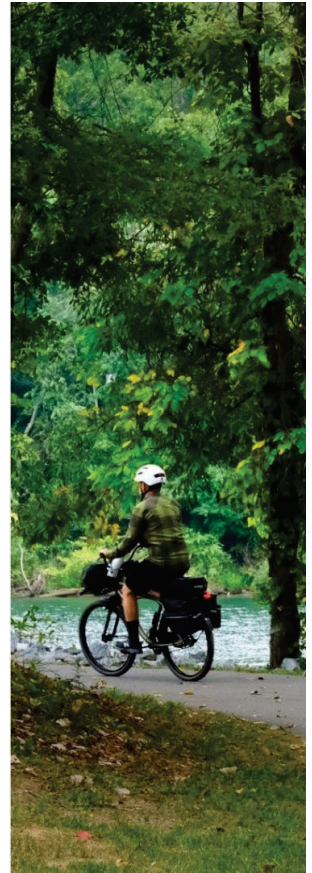
Parks and Recreation



~~~~~ GREENWAY 5K

~~~~~ TAILRACE 10K

~~~~~ KIDS TADPOLE DASH



# Parks and Recreation

## SENIOR DINNER - TUESDAY, APRIL 28TH

- It's a WILD Life!
- Open to Mount Holly Senior Citizens
- Dinner, music and giveaways!





# Parks and Recreation

## COMMUNITY AWARDS DINNER - THURSDAY, APRIL 30TH

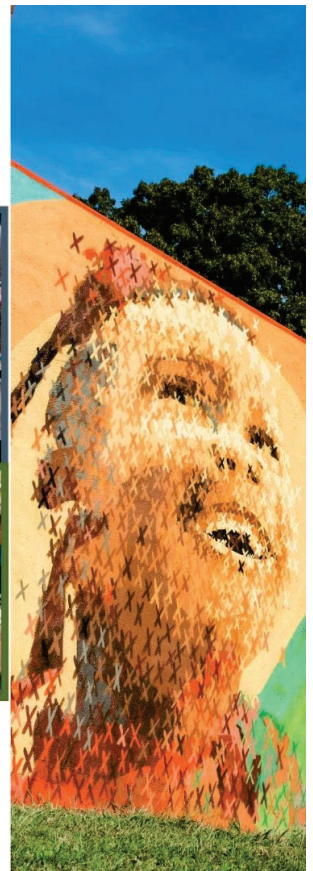
- New Awards
- Hosted by the Mount Holly Awards Committee
- New Energy



# Parks and Recreation

## MOUNT HOLLY NIGHTS - FRIDAY MAY 1ST

- Celebration of Mount Holly through Music
- Kick Off for the Festival
- Music, Food Trucks, Bounce Houses





# Parks and Recreation

## PIEDMONT ARTS & CULTURAL EXPERIENCE

SATURDAY, MAY 2ND



- New Festival Experience
- Thoughtfully Created to Celebrate the Arts
- Features Hand Crafted Vendors, Local Musicians, Interactive Art Installations and More!



# Parks and Recreation

## THE CREATIVE PROCESS

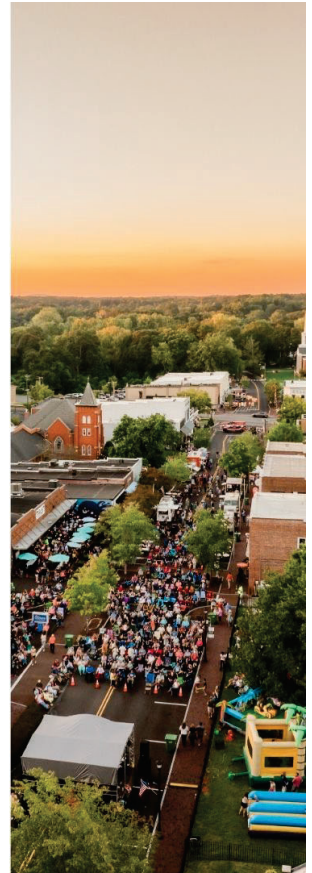
- Desire to Create a Regionally Known, Recognized & Attended Event
- Intention of Creating a Signature Event, Mount Holly Will Be Known By
- Finding what Makes Mount Holly Unique & Focusing on That
  - Arts Groups: Arts Mount Holly, Arts on the Greenway, PAAC
  - Arts Centric Schools: Pinewood Elementary & Ida Rankin Elementary
  - Arts Centric Businesses: AmazinGlaze, Awaken Gallery, Down Dog Yoga, The Studios at 107, Greg Black Mouth Pieces, etc.
- A Way to Further Extend the Celebratory Aspect of SpringFest
- Event Driven by the Sense of Community
  - Outdoors
  - Food
  - Art
  - Community
  - Music



# Parks and Recreation

## VISION FOR THE EXPERIENCE

- Vendors That Have Been Carefully Curated, Reflecting an Appreciation of the Arts
  - Hand Crafted/Hand Picked Goods
- Opportunities for Local Performers to Showcase their Artistry
- Large, Interactive Art Installations
- Opportunities to Create and Engage with Art
- Collaborative Partnerships
  - Non-Profits: Assist in Hosting Interactive Elements
  - Businesses: Hosting Artists That Represent or Compliment Their Art
    - Ex: Author Hosting Book Signing, Guest Chef, Musician, etc.
    - This Helps Extend the Festival Experience into our Businesses
  - Food and Beverage: Crafting Exclusive Festival Offerings
    - Ex: Colorful Drinks, Artsy Garnishes



# Parks and Recreation

## TYING IT TOGETHER VISUALLY

OUTDOORS



FOOD



MUSIC



ART



COMMUNITY



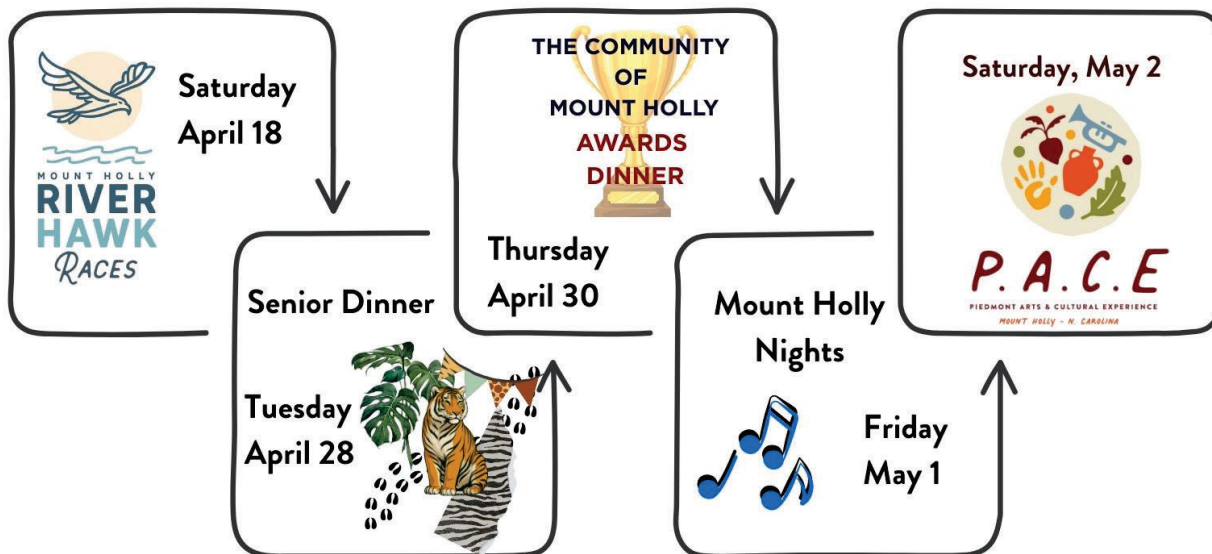


# Parks and Recreation

## TYING IT TOGETHER VISUALLY



# Parks and Recreation



# Parks and Recreation

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## Questions





## Regular Meeting Agenda Action Form

### Meeting Date

January 12, 2026

### From

Robert Stewart, Deputy Utility Director  
Utility Department

### PRESENTATIONS Item # 3

Waste Water Treatment Plant Decomissioning Update

### Will this require a public hearing?

No

### Background/Purpose of Request

### 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:**

**Budget Code:**

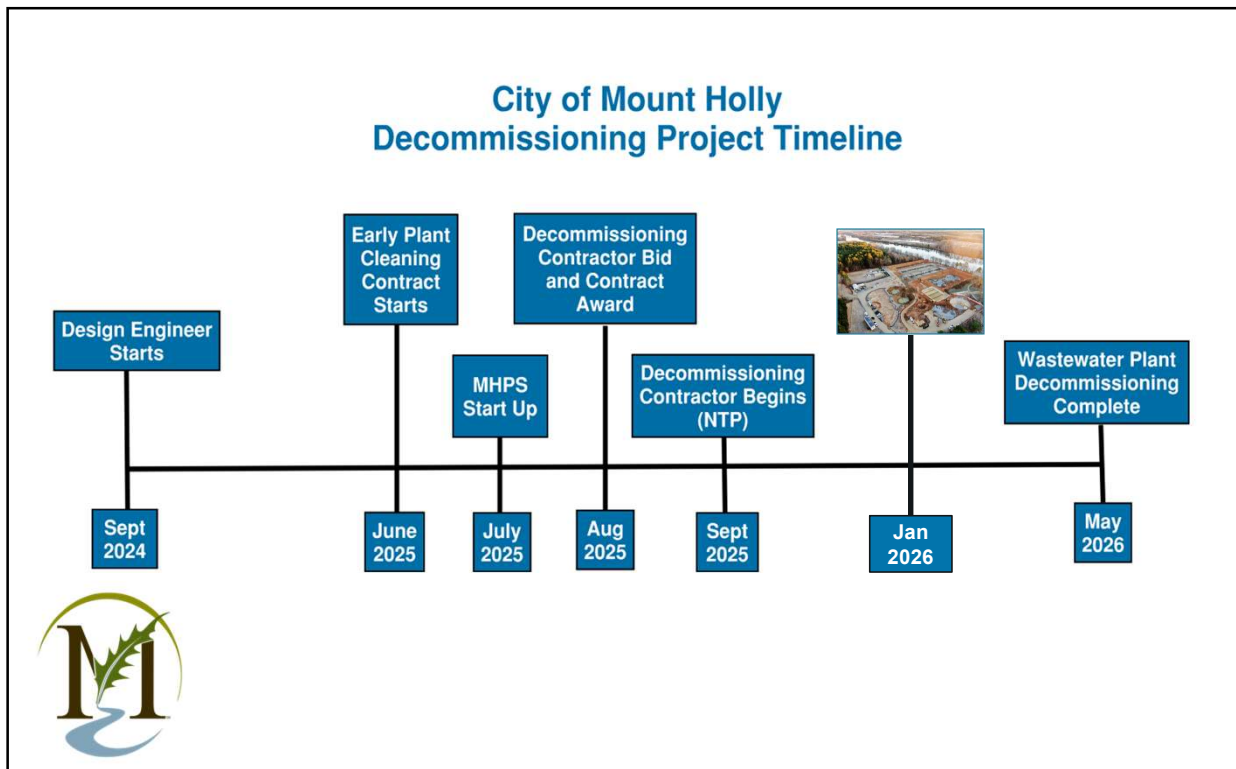
Reviewed by City Attorney? no

### Manager/Staff Recommendation

N/A

### Attachments

1. WWTP Decommissioning Presentation





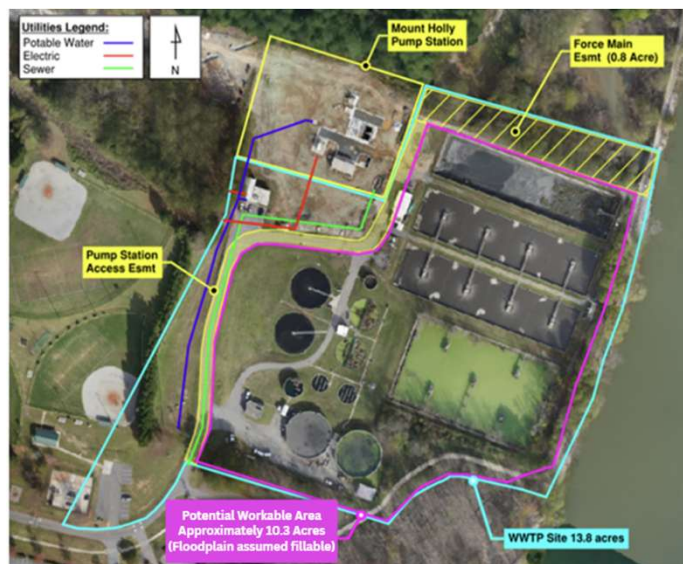
## Current Site

- Aerial as of January 2026
- Estimated 95,000 CY of dirt to be brought in.  
= 4,750 Dump trucks



## Site Map

- **Workable Area**
  - 10.3 Acres  
(assuming fill in the floodplain)
- **Non-Workable**
  - 3.5 Acres





## Site Map

- Floodplain
  - 100 yr
  - 500yr



## Future Site

- Expected May 2026



## Questions





## Regular Meeting Agenda Action Form

### Meeting Date

January 12, 2026

### From

Matt Black, Economic Development Director  
Economic Development

### NEW BUSINESS Item # 1

Downtown Development Timeline

### Will this require a public hearing?

No

### Background/Purpose of Request

Present information of the City of Mount Holly and StreetLights Residential timeline for completion of the downtown development project.

### Fiscal Impact

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

### Manager/Staff Recommendation

No recommendation for consideration.

### Attachments

1. Timeline Presentation

## Downtown Development Timeline



City Council Meeting  
January 12, 2026

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## City of Mount Holly Timeline

| Item                                                                   | Meeting Date                  |
|------------------------------------------------------------------------|-------------------------------|
| Project Timeline Presentation                                          | January 12, 2026              |
| Advertise Public Hearing                                               | January 20, 2026              |
| Public Information Session                                             | January 22, 2026 at 6:00 p.m. |
| Present Findings from the Public Information Session                   | January 26, 2026              |
| Consideration of the Purchase Sale Agreement and Development Agreement | February 9, 2026              |
| Give Update to City Council on Project                                 | 2-3 Months                    |



2

## StreetLights Residential Proposed Timeline

| Item                               | Date          |
|------------------------------------|---------------|
| Finalize Preliminary Park Features | January 2026  |
| Purchase Sale Agreement            | February 2026 |
| Finish Due Diligence               | August 2026   |
| Design to Permit & Construction    | June 2027     |
| Complete Construction              | December 2028 |





## Regular Meeting Agenda Action Form

### Meeting Date

January 12, 2026

### From

Greg Beal, Planning Director  
Planning

### NEW BUSINESS Item # 2

Discussion of Zoning Districts and Lot Sizes

### Will this require a public hearing?

No

### Background/Purpose of Request

After a very busy calendar year for the Planning Commission in the first three quarters of 2025, the board had no meetings for the months of November and December, due to the lack of business. While more rezonings and text amendments will find their way to the Planning Commission, beginning next month, the January meeting afforded an opportunity for staff to present information on Mount Holly's Zoning Districts and lot sizes to the Planning Commission. There had been questions about lot sizes from members of the board in earlier meetings. It is Planning staff's belief that our current zoning districts, most of which have been in place for at least 30 years, since the adoption of the 1996 City of Mount Holly Zoning Ordinance and beyond, are in-line with lot sizes and zoning districts in other jurisdictions. To change these now, for example, would be a monumental task, affecting over 7,000 homes and if the City adopted larger lot sizes, this would leave thousands of citizens with nonconforming lots.

One concern that has been relayed, was the result of seeing new infill housing around downtown in the R-D District. After completion of the City's first Strategic Vision Plan in May 2008, one major focus was looking to increase standards around downtown. The RD-Residential Downtown District, which was created as a new zoning district around downtown Mount Holly in April 2009, was the result, along with higher architectural standards in the South Gateway in October 2008 and citywide for commercial and residential in 2010. It is important to note that the NC General Assembly, through Governor McCrory's signature, prohibited any local government from requiring architectural standards for single-family homes, duplexes and triplexes through Session Law 2015-86, effective June 19, 2015, and therefore, all architectural requirements for these new residential structures were removed from the City's Zoning Ordinance over ten years ago. The City is still allowed, at least for now, to entertain architectural standards as a voluntary condition from a developer for CD rezonings, inside the city limits, but cannot mandate such. The City's Annexation Policy requires that developers adhere to certain architectural standards for residential homes, seeking voluntary annexation into the City, as part of a proposed conditional development plan.

With new infill development taking place throughout downtown Mount Holly, I wanted to touch a little more on the facts, as it relates to the RD-Residential Downtown District.

- The RD-Residential District replaced the R-8 Single Family Zoning District around Mount Holly in April 2009 through rezoning hearings before the Planning Commission and City Council.
- This was a City-initiated rezoning to meet goals found in the Strategic Vision Plan of 2008.
- The R-8 SF District required 60-foot minimum lot widths, and 8,000 sq. ft minimum lot size or 0.18 of an acre, but it also allowed double-wide mobile homes, as the R-8 SF District had always been a holding zone for manufactured housing, which must be allowed under NCGS.
- Staff had researched the average lot size around downtown, on the affected parcels, and stated that a 35-foot-wide lot was appropriate for single family homes, served by alleyways, but almost all new development meets the mandate of a 45-foot minimum width, if not served by a private alleyway. There is no minimum lot size for new single family lots.
- Only single-family homes were allowed in the R-8SF District around downtown; the RD-Residential Downtown District allows for single-family homes, condos, mixed-use dwellings (live/work units), townhomes, duplexes and accessory dwelling units.
- The goal for the added uses was to add more density to help support downtown businesses. In other words, the more people living downtown, the better chance there is that they shop, dine and frequent businesses.
- In the RD District, townhome units must be a minimum of 20-feet in width with the parent tract being a minimum of 80-feet in width.
- Per compliance with NCGS, townhomes/condos and mixed-use dwellings, with four or more units, must meet architectural standards, open space/amenity requirements and be served by an alleyway. If under four units are proposed, the developer can build multifamily units of his/her choosing, so long as they meet building code, per the 2015 law mentioned above.
- Side setbacks shall be equal to average setback of properties within 300 feet on either side. In new developments, side yards shall be six feet. The R-8 SF District had side yard setbacks of 8 feet on each side.
- The RD-Residential Downtown Area shown in blue-hatched on the zoning map (in slide show), comprises only 71.83 acres of the entire city of around 7,000 acres (11 square miles) total.
- The RD-Residential Downtown District has added increased tax revenue to Mount Holly. For example, 2-5 years ago (2020, 2022 & 2023), a single dilapidated home was purchased in the 500 block of Elm Street, creating three new homes with a combined tax value of \$1,020,350, which is nearly ten times the tax value of the previous home and lot.

There have been some concerns about the RD-Residential Downtown Zoning, namely that the lots are simply too small and homes are too close together.

The RD-Residential Downtown District, comprising a little over 70 acres or less than 1% of the entire City, has seen a lot of infill development over the past six years, dating back to 2020. In fact, 33 new homes have been built or are in the process of being built in the RD District alone. Twenty-four of these homes are occupied with tax values assigned, with a total for these new infill homes in the RD District totaling **\$6,601,580**. Eight of these homes, including three nicer townhomes, are under construction and have no tax values assigned at this stage. One additional home has been permitted, but it likely has not been started or finalized, having a land value only of \$20,300.

What is perhaps a greater concern is the annexation requests that you will soon see. Prior to 2006, all annexations that came into the City, met a minimum lot size of 8,000 square feet and at least a minimum lot width of 60 feet. We did, however, see a reduction of side-yard setbacks, to five and six feet on each side, but the Mount Holly Fire Department has asked that side-yards now be at least eight feet on each side, giving at least 16-feet of separation between homes. Developments



like Autumn Woods, Kendrick Farm, Dutchman's Ridge, Dutchman's Meadows and Westland Farm are examples of the R-8 Single Family Zoning District standard of 8,000 square foot minimum lot size and 60-foot minimum lot width. In 2013, the River Park Subdivision, which only saw 28 homes built, out of 300 lots, due to the recession and financial hardship of the developer, was redeveloped. In turn for requesting a variety of lot sizes, the new developer offered architectural standards for all homes, something that had not been captured previously. This was the first deviation of lot sizes in a development request. As time has passed and development costs have increased, staff is now seeing requests and approvals for lots that are 52-feet in width and smaller in square footage than the R-8 SF standard of 8,000 square feet per lot. There are also current requests with lot widths being in the mid-forty-foot range.

There are certainly benefits to cluster development and smaller lots, in terms of environmental protections and lessening suburban sprawl. The greater the lot width, the more infrastructure is required, and we all know that maintenance of city streets and while all development costs for new, approved annexations must be funded by the developer entirely, maintenance of public infrastructure is ultimately the duty of the City, paid for by tax dollars and Powell Bill funds.

The Planning Commission made a recommendation, after nearly an hour's discussion, to request that Council explore setting a minimum lot size for the RD Residential District, based on staff's research, as well as requiring all new annexations to meet the minimum standards of the R-8 zoning district.

Unfortunately, current session law on downzoning, adopted by the NC General Assembly as part of an amendment to the Disaster Recovery Act of 2024, prohibits any local government from adopting standards that would reduce development density of the land to be less dense than was allowed under its previous usage. By requiring a greater minimum lot size in the RD-District, this would in-turn reduce density and therefore, be prohibited under NCGS. The annexation strategy, to require that lots meet at least the R-8 SF minimum standards, could certainly be explored. The General Assembly has indicated that they are willing to repeal the downzoning law, as many towns and counties have spoken out against it. It simply limits local governments from implementing their land use plans, as it stands today.

### 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 |
| <b>Total City Dollars:</b>          | N/A |
| <b>Budget Code:</b>                 | N/A |
| Reviewed by City Attorney?          | N/A |

### Manager/Staff Recommendation

This item is for discussion only. Staff is awaiting feedback and direction from the Mayor and City Council on next steps.

### Attachments

1. City Council\_Discussion of Zoning Districts and Lot Sizes (1-12-26)
2. Current Lot Size Chart\_and District Listing
3. Future Land Use Map

# Discussion of Zoning Districts and Lot Sizes

City Council Meeting  
January 12, 2026



## History of Current Zoning Districts



- The 1996 Zoning Ordinance, adopted 20 years ago, was the basis for current zoning.
- Most likely, the R-12 SF and R-10 SF Districts (and others) existed at least a decade prior (Deerfield, Deertrack and Runnymede).
- In 1998, the first smaller lot size rezonings were approved for Autumn Woods (R-8 SF and R-8 MF), followed by similar rezonings for Dutchman's Meadow, Kendrick Farm and Mooreland Estates).
- From the years of 2004 – 2013, every rezoning for a proposed annexation followed the R-8 SF/MF district requirements, except for River Park, which had deed restrictions tied to the land, as a condition of sale. Example lot sizes on average were 62 feet by 130 feet.
- In 2008 and 2009 respectively, the City created standards for the RD-Residential Downtown District, surrounding the core of downtown, as well as the Mount Holly Mixed Use District in the South Gateway Overlay District.
- The RD District, as well as the Mixed-Use District, sought to create density for infill development around the downtown core and the South Gateway Overlay District, as recommended by the Strategic Vision Plan.



## History of Current Zoning Districts



- In 2013, River Park Subdivision had only seen 28 developed houses, due to the economic downturn and default by original developer.
- The City subsequently approved a rezoning for River Park to reduce the lot widths and sizes in exchange for amenity improvements, the dedication of a ½ mile paved greenway trail and easement and architectural standards for homes.
- Since that time, the City has seen several subdivisions approved for a variety of lot sizes, including Imagery (2017), Azalea Ridge (2020), Mooreland Oaks (2020/52'), Leacroft (2020) and Sycamore Woods (2020).



## Current Annexation Requests

| Subdivision Name | Proposed Lot Size     | Proposed Lot Size   | Proposed Lot Size    |
|------------------|-----------------------|---------------------|----------------------|
| Silos Ridge      | 46 x 130.5 (6,000 SF) | 56 x 130 (7,280 SF) |                      |
| Chestnut Hills   | 60 x 135 (8,100 SF)   | 65 x 125 (8,125 SF) | 80 x 135 (10,800 SF) |
| Broadleaf        | 55 x 125 (6,875 SF)   | 62 x 135 (8,370 SF) |                      |
| Willowside Grove | 46 x 120 (5,520 SF)   | 54 x 125 (6,750 SF) | 75 x 125 (9,375 SF)  |

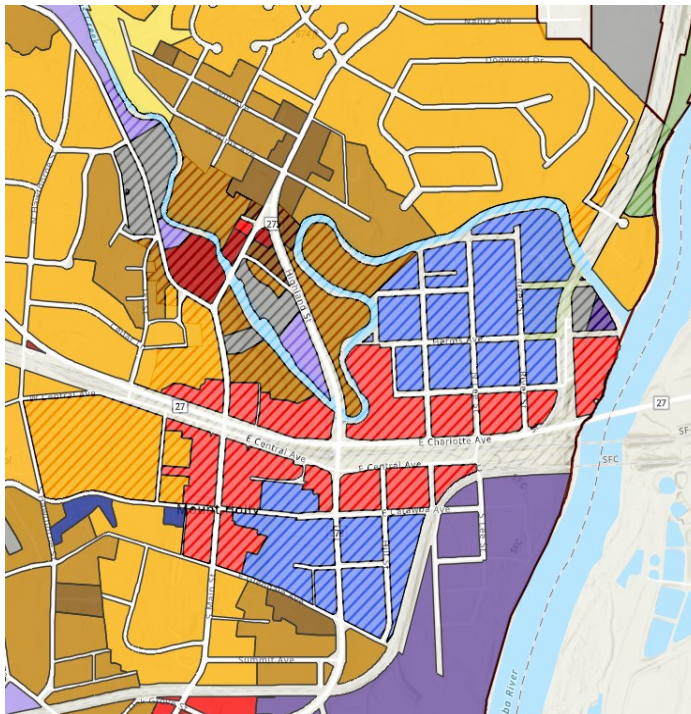


# Land Use Plan of 2020

- The Land Use Plan, adopted by City Council in June 2020, laid out several placetypes, based on future land uses.
- For example, one such placetype is the Core Residential.
- None of the recommendations found in the Land Use Plan pointed to increasing the lot size and/or decreasing density in the city.
- Most of the recommendations found within the Plan kept the density the same (4-10 dwelling units per acre for Core Residential and 4-6 dwelling units per acre for Neighborhood Residential).
- An R-8 SF zoning with a 60' lot width and 8,000 square feet equates to 5.4 dwelling units per acre (excluding r-o-w/infrastructure).



■ At the 2025 Council Retreat, Council was unanimous that they did not want to see smaller lots in Catawba Heights, as recommended in the Land Use Plan.



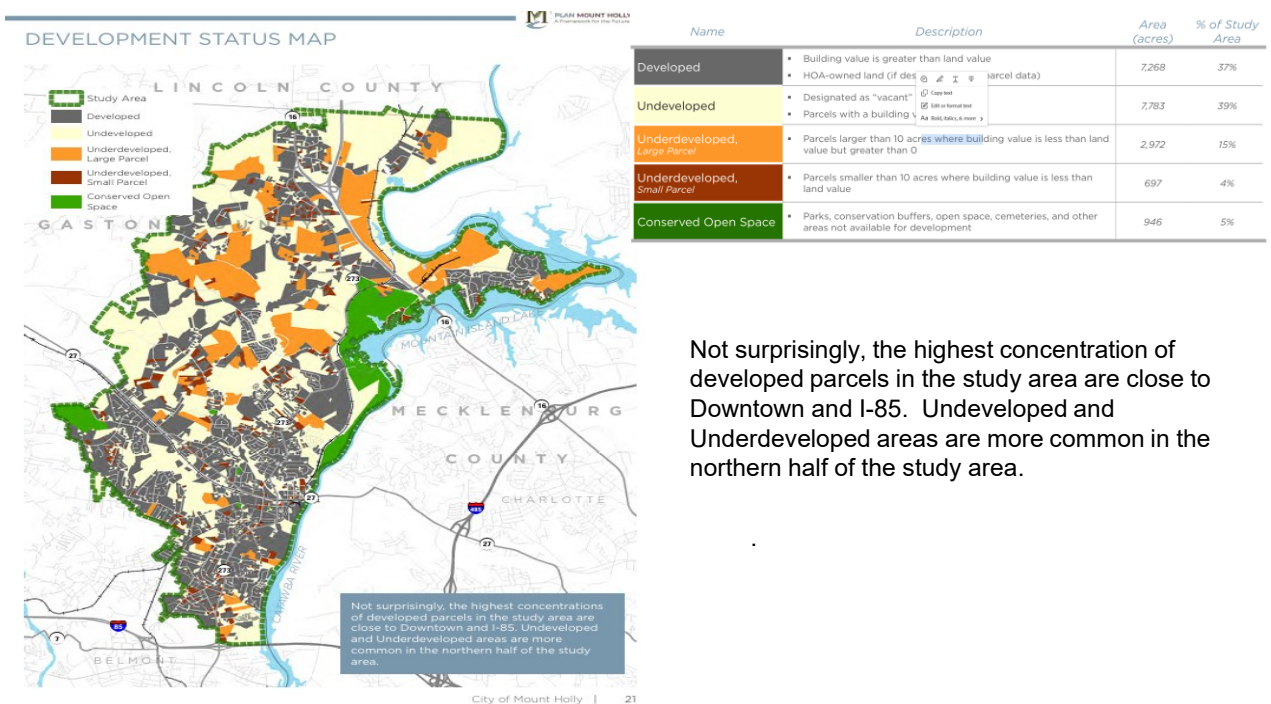
The Core Residential Placetype includes the RD-District, shown in blue, as well as nearby neighborhoods, including Woodland Park.



# The Land Use Plan and Core Residential



- Core Residential areas represent Mount Holly's earliest neighborhoods that remain a reasonable walking distance to Downtown. These areas should leverage and enhance established neighborhoods by maintaining their unique character while supporting appropriate diversification of housing types and increases in density.
- Core Residential neighborhoods should have a walkable block pattern with integrated amenities such as parks and open space.
- Intent: Maintain the historic character of Mount Holly's earliest neighborhoods.
  - Provide a transition from Downtown to Neighborhood Residential areas (smaller lot sizes versus bigger lot sizes).
  - Promote Downtown vibrancy by ensuring a mixture of housing types and price points within walking distance to Downtown.
  - Encourage continued integration of neighborhoods through shared amenities.
  - Typical Uses Primary Single-Family (smaller lots)
  - Characteristics Support neighborhood-scale commercial centers along major corridors and at critical intersections.



Not surprisingly, the highest concentration of developed parcels in the study area are close to Downtown and I-85. Underdeveloped and Underdeveloped areas are more common in the northern half of the study area.

## Planning Commission Discussion

- Planning Commission members were concerned about developments becoming too dense and lot size decreasing substantially over the past decade.
- The smaller the lot, the greater the chance for a garage-dominated streetscape, a concern of the 2008 Strategic Vision Plan.
- Members also were concerned about the Core Residential Placetype in the Land Use Plan, particularly the lack of minimum lot size for the RD-District.
- Planning Commission members made a unanimous recommendation that City Council consider mandating a minimum lot size for all new infill lots in the RD-District, based on staff's research, and that future annexations adhere to the minimum R-8 SF standards of 60-foot-wide lots and 8,000 sq ft lot sizes.



## State Law Impacts on City Action

- The North Carolina General Assembly amended state law to greatly restrict local government discretion to amend local zoning ordinances. The statutory provision, amended as part of the Disaster Recovery Act of 2024 – Part III, Session Law 2024-57 (S.B. 382), broadly defines “down-zoning” and provides that local governments cannot adopt a down-zoning without written consent from all impacted owners.
- Down-Zoning. – No amendment to zoning regulations or a zoning map that down-zones property shall be initiated, enacted, or enforced without the written consent of all property owners whose property is the subject of the down-zoning amendment. For purposes of this section, “down-zoning” means a zoning ordinance that affects an area of land in one of the following ways:
  - By decreasing the development density of the land to be less dense than was allowed under its previous usage.
  - By reducing the permitted uses of the land that are specified in a zoning ordinance or land development regulation to fewer uses than were allowed under its previous usage.
  - By creating any type of nonconformity on land not in a residential zoning district, including a nonconforming use, nonconforming lot, nonconforming structure, nonconforming improvement, or nonconforming site element.





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## Final Comments/Questions/Open Discussion



## **CHAPTER 5: SCHEDULE OF DISTRICT REGULATIONS**

- 5.1 RA, Rural Agricultural
- 5.2 R-20SF, Single-Family Residential District
- 5.3 R-12SF, Single-Family Residential District
- 5.4 R-10SF, Single-Family Residential District
- 5.5 R-8SF, Single-Family Residential District
- 5.6 R-8MF, Multi-Family Residential District
- 5.7 O&I, Office and Institutional District
- 5.8 B-1, Central Business District
- 5.9 B-2, Neighborhood Business District
- 5.10 B-3, General Business District
- 5.11 L-I, Light Industrial District
- 5.12 H-I, Heavy Industrial District
- 5.13 MHMU, Mount Holly Mixed-Use District
- 5.14 RD, Residential Downtown
- 5.15 Watershed Overlay District
- 5.16 Manufactured Home Overlay Districts (MHO)
- 5.17 Manufactured Home Park Overlay Districts (MHP)
- 5.18 Adult-oriented Business Overlay District (AOB)
- 5.19 Historic Overlay District (HD)
- 5.20 South Gateway Overlay District
- 5.21 Downtown Gateway Overlay District
- 5.22 Design Regulations for Residential Structures

## APPENDIX A: SCHEDULE OF DISTRICT REGULATIONS

|                                       | <i>RA</i>       | <i>R-20 SF</i>  | <i>R-12 SF</i>  | <i>R-10 SF</i>  | <i>R-8 SF</i>  | <i>R-8 MF</i>      | <i>O&amp;I</i>     | <i>B-1</i>         | <i>B-2</i>         | <i>B-3</i>         | <i>L-1</i>         | <i>H-1</i>       | <i>MH MU</i>       | <i>RD</i>            | <i>South Gateway Overlay (B-3 Zone)</i> |
|---------------------------------------|-----------------|-----------------|-----------------|-----------------|----------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|------------------|--------------------|----------------------|-----------------------------------------|
| Min. lot area (ft.)                   | 87,120          | 20,000          | 12,000          | 10,000          | 8,000          | 8,000 <sup>6</sup> | 8,000 <sup>8</sup> | None               | None               | None               | None               | 43,560           | None               | None                 | None                                    |
| Min. lot width (ft.)                  | 100             | 100             | 90              | 80              | 60             | 80 <sup>7</sup>    | 60                 | None               | None               | None               | None               | None             | None               | 35, 20 <sup>26</sup> | None                                    |
| Min. front yard (ft.)                 | 50              | 40              | 35              | 35              | 25             | 35                 | 15                 | None               | 15                 | 15                 | 25                 | 25               | 25 <sup>21</sup>   | 25 <sup>27</sup>     | 25 (along Highway 273)                  |
| Min. side yards (ft.)                 | 20 <sup>1</sup> | 12 <sup>2</sup> | 12 <sup>3</sup> | 10 <sup>4</sup> | 8 <sup>5</sup> | 25                 | 10 <sup>9</sup>    | None <sup>11</sup> | None <sup>13</sup> | None <sup>15</sup> | 15 <sup>17</sup>   | 15 <sup>19</sup> | 22                 | 28                   | 15 (on interior streets)                |
| Min. rear yard (ft.)                  | 40              | 30              | 30              | 30              | 25             | 25                 | 20 <sup>10</sup>   | None <sup>12</sup> | None <sup>14</sup> | None <sup>16</sup> | None <sup>18</sup> | None             | None <sup>23</sup> | 20                   | None <sup>29</sup>                      |
| Max. lot coverage (% of total)        | 20              | 25              | 30              | 25              | 40             | 40                 | 40                 | 100                | 50                 | 50                 | 85                 | 85               | 100 <sup>24</sup>  | 75                   | 50                                      |
| Max. building height (ft.)            | 35              | 35              | 35              | 35              | 35             | 35                 | 35                 | 35                 | 35                 | 35                 | 50                 | 50               | 40 <sup>25</sup>   | 35                   | 60                                      |
| Residential building separation (ft.) |                 |                 |                 |                 |                | 20                 | 20                 |                    |                    |                    |                    |                  |                    |                      |                                         |

### General Notes:

1. See notes on individual requirement in the "Specific" section below.
2. Maximum building height can be increased by two feet for every one-foot increase in the minimum required front and side yards.
3. All zoning districts that allow townhomes require a 20-foot building separation between buildings. (See "Residential building separation" row in the table above)
4. The City of Mount Holly has additional overlay districts that may have additional standards.

### Specific Notes:

1. A side yard abutting a street shall be 50 ft.
2. A side yard abutting a street shall be 20 ft.
3. A side yard abutting a street shall be 50 ft.
4. A side yard abutting a street shall be 15 ft.
5. A side yard abutting a street shall be 12 ft.
6. Minimum required lot area for the first townhome unit: 8,000 square feet; for each additional dwelling unit: 3,000 square feet.
7. Parent lots shall be a minimum of 80 feet wide with required setbacks for single family homes. Townhome lots shall be a minimum of 80 feet wide for the parent parcel, but each townhome lot can be a minimum of 20 feet wide.
8. Minimum required lot area for the first dwelling unit: 8,000 square feet; for each additional dwelling unit: 3,000 square feet.
9. The side yard abutting a street shall be 12 ft. Where the side yard abuts a residential district, it shall be a minimum of 25 ft.
10. The rear yard shall be a minimum of 25 feet where it abuts a residential district.
11. The side yard abutting a residential district shall be 10 ft.
12. The rear yard abutting a residential district shall be 25 ft.
13. The side yard abutting a residential district shall be 25 ft.
14. The rear yard abutting a residential district shall be 25 ft.
15. The side yard abutting a residential district shall be 25 ft.
16. The rear yard abutting a residential district shall be 25 ft.
17. The side yard abutting a residential district shall be 25 ft.
18. The rear yard abutting a residential district shall be 25 ft.
19. The side yard abutting a residential district shall be 25 ft.

20. The rear yard abutting a residential district shall be 25 ft.
21. 25 ft. for buildings facing Highway 273 and up to a ten-foot-wide sidewalk; Interior buildings must be built up to the sidewalk.
22. To be established through the project design and review process.
23. The rear yard abutting a residential district must provide a visual buffer of 4 ft. and a 6 ft. wide sidewalk.
24. Subject to watershed regulations.
25. Four stories
26. 35 ft. for single family homes. 20 ft. for attached homes (townhomes, condominiums, live/work units, and stacked flats). Single family lots that are less than 45 feet wide require alleys. Parking for attached homes can be provided on individual lots or via a common parking area.
27. Not greater than 25 ft. for single family and multi-family.
28. Side setback shall be equal to average setback of properties within 300 ft. on either side. In new developments, side yards shall be 6 ft.
29. Side yard abutting a residential district shall be 25 feet.

(Ord. passed 11-18-2024)

# FUTURE LAND USE MAP

