



February 28, 2025
City Council Retreat

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



City of Mount Holly City Council Retreat

February 28, 2025 | 9:30 AM
Municipal Complex - Council Chambers
400 East Central Avenue
Mount Holly, NC 28120

MOUNT HOLLY RETREAT SCHEDULE - FRIDAY, FEBRUARY 28, 2025 *Facilitated by Reeves McGlohon*

- 9:30 AM **Call to Order, Invocation, Set the Agenda, and Introductions**
Presented by: Mayor David Moore
1. Consent Agenda
 - a. Approval to award the South Gateway bid to Red Clay.
 - b. Approval to award the Dutchman's Creek Bridge bid to J.D. Goodrum Company.
 2. Consideration of the Kinetix Lease Renewal
 3. Introductions, Ground Rules, Schedule, Parking Lot Items
- 9:40 AM - 10:00 AM **Overview and Recap of 2024 Retreat, Successes, Progress, and Updates**
Presented by: Jonathan Blanton
- 10:00 AM - 10:30 AM **Presentation of Accomplishments from the Strategic Vision Plan**
Presented by: Greg Beal
- 10:30 AM - 11:00 AM **Presentation from OneDigital Regarding Update on Self-Insurance**
Presented by: Brian Flynn
- 11:00 AM - 11:30 AM **Policy Discussion on Funding to Non-Profit Organizations**
Presented by: Staff
- 11:30 AM - 11:45 AM **Break and Lunch Preparation**
1. Lunch and Department Presentations Begin
- 11:45 AM - 12:00 PM **Overview and Update on Public Arts Initiatives**
Presented by: Paul Lowe
- 12:00 PM - 12:15 PM **2024 in Review and Updates from the Police Department**
Presented by: Brian Reagan
- 12:15 PM - 12:30 PM **2024 Year in Review and Updates from the Fire Department**
Presented by: Ryan Baker



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City Council
Retreat**

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Facilitated by Reeves McGlohon

- 12:30 PM - 12:45 PM **Update and Upcoming Budget Priorities from the Finance Department**
Presented by: Michelle Wood
- 12:45 PM - 1:15 PM **Recreation Update and Discussion Regarding Capital Projects**
Presented by: Eric Smallwood
- 1:15 PM - 1:45 PM **Veterans Park Discussion and Financing Options**
Presented by: Matt Black
- 1:45 PM - 2:00 PM **Break**
- 2:00 PM - 2:45 PM **Potential New Committee Discussion**
Presented by: Matt Black
- 2:45 PM - 3:15 PM **Policy Discussion Regarding Food Trucks in Mount Holly**
Presented by: Greg Beal
- 3:15 PM - 3:45 PM **Update on the Relocation of the History Museum to the Municipal Complex**
1. Update on offers received for 131 S. Main Street
Presented by: Staff
- 3:45 PM - 4:15 PM **Discussion of Pineview Cemetery**
Presented by: Marie Anders
- 4:15 PM - 4:45 PM **Update on the Decommissioning of the Waste Water Treatment Plant**
Presented by: Barry Shearin and Staff

ADJOURN



Retreat Agenda Action Form

Meeting Date

February 28, 2025

From

Jonathan Blanton, City Manager
City Management

2025 City Council Retreat Item # 1

Call to Order, Invocation, Set the Agenda, and Introductions

Will this require a public hearing?

No

Background/Purpose of Request

Call to Order, Invocation, Set the Agenda, and Introductions

Fiscal Impact

NA

Manager/Staff Recommendation**Attachments**

None



Retreat Agenda Action Form

Meeting Date

February 28, 2025

From

Jon Ford, City Engineer
City Management

2025 City Council Retreat Item # 1.1

Consent Agenda

- a. Approval to award the South Gateway Bid to Red Clay.
- b. Approval to award the Dutchman's Creek Bridge bid to J.D. Goodrum Company.

Will this require a public hearing?

No

Background/Purpose of Request

Consideration and Approval of Low Bid for the construction of South Gateway Connector Road Phase 1:

7 bids were received for the South Gateway Phase 1 project Red Clay was the apparent low bidder with a total bid of \$1,933,912.77. Staff and the consulting engineering firm reviewed their bid packet and determined they were a qualified bidder. It is staff's recommendation to award Red Clay as the apparent low bidder.

Consideration and Approval of Low Bid for the construction of Dutchmans Creek Bridge:

5 bids were received for the Dutchmans Creek Bridge project and J.D. Goodrum was the apparent low bidder with a total bid of \$3,196,531.17. Staff and the consulting engineering firm reviewed their bid packet and determined they were a qualified bidder. It is staff's recommendation to award J.D. Goodrum as the apparent low bidder.

Fiscal Impact

Manager/Staff Recommendation

Attachments

None



Retreat Agenda Action Form

Meeting Date

February 28, 2025

From

Jonathan Blanton, City Manager
City Management

2025 City Council Retreat Item # 1.2

Consideration of the Kinetix Lease Renewal

Will this require a public hearing?

No

Background/Purpose of Request

Before the Council is a five-year renewal of a lease with Kinetix for space currently occupied at 420 East Central Avenue.

The rent for the lease will be as follows:

1st year: March 1, 2025, to February 28, 2026, the annual rental shall be \$83,4876.99, payable in equal, consecutive monthly payments

2nd year: March 1, 2026, to February 28, 2027, the annual rental shall be \$85,575.19, payable in equal, consecutive monthly payments.

3rd year: March 1, 2027, to February 29, 2028, the annual rental shall be \$87,714.57, payable in equal, consecutive monthly payments.

4th year: March 1, 2028, to February 28, 2029, the annual rental shall be \$89,907.43, payable in equal, consecutive monthly payments.

5th year: March 1, 2029, to February 28, 2030, the annual rental shall be \$92,155.12, payable in equal, consecutive monthly payments.

This lease will become effective upon adoption by the Council and executed by Kinetix.

Fiscal Impact

Manager/Staff Recommendation

Approval.

Attachments

1. Kinetix Lease Memo
2. Kinetix Lease Agreement 2025



CITY of MOUNT HOLLY

David Moore, Mayor
Lauren Shoemaker, Mayor Pro Tem
Ivory Craig, Councilman
Jeff Meadows, Councilman
Bryan Hough, Councilman
Kenneth Reeves, Councilman
Phyllis Harris, 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

February 28, 2025

Dear Mayor and Council:

Before the Council is a five-year renewal of a lease with Kinetix for space currently occupied at 420 East Central Avenue.

The rent for the lease will be as follows:

1st year: March 1, 2025, to February 28, 2026, the annual rental shall be \$83,487.99, payable in equal, consecutive monthly payments

2nd year: March 1, 2026, to February 28, 2027, the annual rental shall be \$85,575.19, payable in equal, consecutive monthly payments.

3rd year: March 1, 2027, to February 29, 2028, the annual rental shall be \$87,714.57, payable in equal, consecutive monthly payments.

4th year: March 1, 2028, to February 28, 2029, the annual rental shall be \$89,907.43, payable in equal, consecutive monthly payments.

5th year: March 1, 2029, to February 28, 2030, the annual rental shall be \$92,155.12, payable in equal, consecutive monthly payments.

This lease will become effective upon adoption by the Council and executed by Kinetix.

Thank you and best regards,

Jonathan D. Blanton
Mount Holly City Manager

NORTH CAROLINA
GASTON COUNTY

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease" and "Lease Agreement"), made and entered into this 28th day of February, 2025, by and between THE CITY OF MOUNT HOLLY, a North Carolina municipal corporation, ("Landlord"), and KINETIX PHYSIOTHERAPY AND PERFORMANCE, LLC, a North Carolina limited liability company, ("Tenant")

WII NESSETH:

THAT, WHEREAS, Tenant has offered to lease and Landlord has accepted said offer to Lease certain space within the bottom level of the Mount Holly Municipal Complex ("MHMC") as well as common areas, collectively referred to as the Premises, as defined herein; and,

WHEREAS, Landlord has determined that the use of the Premises is not necessary for use by Landlord for municipal functions during the term of this Lease; and,

WHEREAS, at least 30 days' public notice of Landlord's intent to authorize this Lease has been duly advertised in the Gaston Gazette on January 27, 2025 as required by N.C. Gen. Stat. § 160A-272, and Landlord authorized this Lease by resolution of its City Council on February 28, 2025.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the parties do hereby agree as follows:

1. Property: The "MHMC" means the approximately 53,325 square foot Mount Holly Municipal Complex located at 400 East Central Avenue in the City of Mount Holly, State of North Carolina. The "Land" means the real property upon which the MHMC is situated, as more particularly described in Deed Book 3751, Page 940, Gaston County Public Registry, and known locally as tax PID # 123397. The "Property" means, collectively, the Land, the MHMC, the Premises (as defined below), and all other improvements located therein.
2. Premises: Approximately 4,584 rentable square feet of space located in the MHMC known as "Rental Suite A" with a mailing address of 420 East Central Avenue, as shown on the Site Plan attached hereto as Exhibit A and incorporated herein by reference, including the right to use in common with others the Common Area in accordance with the policies and uses established from time to time by Landlord's City Council. The "Common Area" means, collectively, those areas and facilities on the Property that are for the use of the public or are otherwise specifically designated in this Lease Agreement for use by Tenant, including but not limited to the lobby and lobby restrooms adjacent to Rental Suite A, the parking areas; garbage collection and pickup areas; landscaped areas; sidewalks; loading dock, shipping and receiving area and adjacent areas; and the Grand Hall (including the use of the elevator and stairs from the premises leading to the Grand Hall, but access to the Grand Hall and use of the Grand Hall is the same as members of the public generally and is only during business hours of the MHMC (i.e. from 8:00 a.m. - 5:00 p.m., Monday-Friday)). Tenant's hours of operation will be from 7:00 a.m. - 6:00 p.m., Monday-Friday, unless otherwise agreed to. Landlord and Tenant shall reasonably cooperate with each other in connection with their respective uses of the Common Areas so as not to unreasonably interfere with the other

party's use and enjoyment of the Common Areas and Tenant's use and enjoyment of the Premises. Notwithstanding anything contained in this Lease Agreement to the contrary, Landlord shall provide Tenant with advance written notice of any proposed changes or additions to the Common Area that might materially affect Tenant's use of the Common Area for Tenant's approval, which approval shall not be unreasonably withheld, conditioned or delayed

3. Lease: Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises.
4. Lease Term: This Lease Agreement shall commence on March 1, 2025 (the "Commencement Date"). The term of this Lease Agreement (the "Lease Term") shall be for a period of five (5) years from and after the Commencement Date. The last day of the Lease Term is the "Termination Date". Provided that the Tenant is not then in default of any of the terms of this Lease and the Lease is not otherwise terminated, Tenant shall have the option to renew this Lease for an additional term of five (5) years ("Renewal Term"). In order for such renewal to be exercised, Tenant must give written notice to Landlord of its intent to renew this Lease no later than sixty (60) days prior to the expiration of the Lease Term. In the event that Tenant renews the Lease as provided in this section, all terms and conditions of this Lease shall continue in effect, with the exception of the rental amount, which shall be subject to renegotiation for the Renewal Term. If the Tenant does not exercise its option to renew the Lease or the parties are unable to agree upon the rental amount for the Renewal Term, then Tenant shall vacate the Premises as of the Termination Date. Landlord and Tenant understand, acknowledge and agree that this Lease does not provide for any renewal or extension of the Lease Term other than the Renewal Term, and that there is no right to holdover after the expiration of the Lease Term and Renewal Term. Landlord and Tenant agree that they will begin discussions regarding the terms and conditions of a possible new lease agreement at least six (6) months prior to the expiration of the Renewal Term.
5. Rent: The first payment of Rent (as defined below) shall be due on March 1, 2025, (the "Rental Commencement Date"). After the Rental Commencement Date, Tenant shall pay Landlord Rent monthly in advance on the first day of each month. The rental shall be as follows:

1st year: March 1, 2025, to February 28, 2026, the annual rental shall be \$83,4876.99, payable in equal, consecutive monthly payments
2nd year: March 1, 2026, to February 28, 2027, the annual rental shall be \$85,575.19, payable in equal, consecutive monthly payments.
3rd year: March 1, 2027, to February 29, 2028, the annual rental shall be \$87,714.57, payable in equal, consecutive monthly payments.
4th year: March 1, 2028, to February 28, 2029, the annual rental shall be \$89,907.43, payable in equal, consecutive monthly payments.
5th year: March 1, 2029, to February 28, 2030, the annual rental shall be \$92,155.12, payable in equal, consecutive monthly payments.
6. Deposit: Simultaneously with the execution of this Lease, Tenant paid to Landlord a security deposit in the sum of \$6,303.00 as part of initial lease term on February 24, 2020 as security for the full and faithful performance by Tenant of all the terms, covenants, and conditions of

this Lease upon the Tenant's part to be performed. Upon the expiration of the Lease, Landlord will return the deposit to Tenant without interest, after deducting any amounts of unpaid rents and deducting amounts reasonably necessary to cure any other defaults of Tenant.

7. Utilities: Landlord shall be responsible for the payment of electric, water, and sewer utilities for the Property, including the Premises. Tenant shall be responsible for the payment of all other utilities required by the Tenant.
8. Sales, Use, and Personal Property Taxes: Tenant agrees to pay any and all sales, use, business, personal property, or other taxes that may be legally due and owing to any governmental agency.
9. Inspection: Landlord may cause the Premises to be inspected at any time upon not less than twenty-four (24) hours' notice to Tenant, except in the case of emergency.
10. Parking: Landlord agrees to designate two (2) parking spaces located on the south side of East Central Avenue, immediately adjacent to the northerly side of the Premises (the "Rental Suite A Parking Spaces"), as shown on Exhibit B attached hereto and incorporated herein by this reference, for the exclusive use of Tenant, its employees, agents, and invitees. Landlord reserves the parking lot immediately adjacent to the southerly side of the MHMC ("Landlord Parking Spaces") as shown on Exhibit B attached hereto and incorporated herein by this reference, for the exclusive use of Landlord, its employees, agents, and invitees. Tenant, its employees, agents and invitees, shall have the same right as does the general public to use any and all other parking spaces at the MHMC that are not otherwise restricted by this Lease Agreement or by signage.
11. Signage: Tenant is permitted to maintain an exterior sign on the MHMC in compliance with the Sign Ordinance of the City Code of the City of Mount Holly in substantially the same form and design as depicted on Exhibit C attached hereto and incorporated herein by this reference. Tenant is also permitted to install signage at the entrance to Rental Suite A from the adjacent lobby.
12. Maintenance/Insurance:
 - a. Landlord shall keep in good repair and replace as needed the structural elements (including the HVAC and other systems), exterior surfaces, the roof, and the Common Areas of the MHMC and the Premises. All such repairs and replacements by Landlord shall be performed promptly and diligently. Landlord's repair and replacement obligations shall exclude reasonable wear and tear and damage caused by the acts, negligence, or omission of Tenant of any of Tenant's agents, invitees, employees, representatives or contractors, the repair costs for all such damage (but not reasonable wear and tear) to be borne solely by Tenant. Landlord shall provide janitorial and cleaning services for the Common Areas, including the restrooms, and shall provide window washing, exterminating, landscaping, snow removal, and all other reasonable and necessary services for the Common Area. Tenant shall keep in good repair and replace as needed, all interior, non-structural portions of the Premises, including but not limited to the Upfit Improvements. All such repairs and

replacements by Tenant shall be performed promptly and diligently. Tenant's repair, replacement and maintenance obligations shall exclude reasonable wear and tear, damage caused by casualty and damage caused by the act, negligence or omission of Landlord or any of Landlord's agents, invitees, employees, representatives or contractors, the repair costs for all such damage (but not reasonable wear and tear) to be borne solely by Landlord. The property manager and contact person for any maintenance or other needs of Tenant with respect to this Lease Agreement and Premises shall be the City Manager or Assistant City Manager of Mount Holly or their designee, who shall be an employee of Landlord. Landlord shall retain the right at all times upon reasonable notice to access the cabling contained in the ceiling above the Premises for purposes of repair and replacement so long as such repair and replacement activities do not unreasonably interfere with the conduct of Tenant's business within the Premises. Landlord will provide roll out containers at the same costs as are provided to other business customers in the City.

- b. Each party indemnifies and holds harmless the other party from any claim of loss or damage resulting in personal injury, death, or damage to personal property, including attorneys fees and court costs, which may arise from the negligence or willful misconduct of the indemnifying party, its agents, employees, and invitees, in connection with use of the Premises or otherwise related to the terms of this Lease Agreement. The indemnification provision of this Lease Agreement shall only be to the extent allowed by law and shall survive the termination of this Lease or the term of the Lease.
- c. Landlord shall, at Landlord's expense, maintain in effect during the entire Lease Term (a) a policy of insurance covering the MHMC (including the Premises) and all improvements (including leasehold improvements) installed from time to time in the MHMC (including the Premises) in an amount not less than 100% of the full replacement cost thereof, providing protection against perils covered in the ISO "Causes of Loss - Special Form" and loss of rental income insurance, with earthquake coverage and terrorism insurance if required by any Federal, state, county, city, or local authority, and such property insurance shall be "primary" and (b) commercial general liability insurance, insuring against liability for injury to or death of persons and loss or damage to property occurring in or on the Common Area and all other portions of the MHMC (other than the Premises), and with Tenant named as an additional insured thereunder, which liability insurance shall have limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and with a general aggregate limit of not less than Two Million Dollars (\$2,000,000.00). Tenant shall, at Tenant's expense, maintain in effect during the entire Lease Term commercial general liability insurance, insuring against liability for injury to or death of persons and loss or damage to property occurring in or on the Premises and resulting from Tenant's use and occupancy of the Premises, and with Landlord named as an additional insured thereunder, which policy shall be primary and non-contributory, and which liability insurance shall have limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and with a general aggregate limit of not less than Two Million Dollars (\$2,000,000.00). Landlord shall not be required to insure any of Tenant's Personal Property, but Tenant may insure Tenant's Personal Property at Tenant's expense and any such personal property insurance shall be "primary." Tenant assumes all risk and responsibility in connection with the safekeeping of all its equipment and personal property left on the Premises and furthermore holds the Landlord harmless for any

damages of whatever nature occurring to said property while it is located on the Premises. In addition, during Tenant's construction of the Upfit Improvements, Tenant shall maintain (or cause Tenant's contractor to maintain) builder's risk insurance with such coverages and limits as Tenant and/or Tenant's contractor shall determine in their reasonable business judgment. Each party agrees to deliver a certificate of insurance to the other party upon demand therefor. Notwithstanding anything to the contrary contained in this Section 12, each party's obligation to carry insurance may be satisfied by coverage under a so-called blanket policy or policies of insurance. Tenant's policy shall be endorsed as necessary to require the insurer to provide thirty (30) days' notice to Landlord prior to cancellation of coverage.

13. Assignment/Subletting: Tenant shall not assign or in any manner transfer the Lease Agreement or sublet the Premises, or any part thereof, or grant any license, concession, or other right to occupy any portion of the Premises (a "Transfer") to a third party ("Transferee"), except by written consent of Landlord in its sole discretion, or as provided herein:
 - a. Should Tenant intend to assign the Lease or sublet the Premises, then Tenant shall deliver written notice thereof to Landlord at least sixty (60) days prior to the proposed Transfer setting forth the particulars of such assignment or sublease, including the name of the Transferee, the relationship between the Tenant and Transferee, the proposed uses of the Premises by Transferee, and a statement by Transferee agreeing to abide by the terms and conditions of the Lease Agreement.
 - b. If the notice prescribed by subparagraph (a) above demonstrates that the proposed Transferee is: a successor by merger with Tenant or a new entity resulting from consolidation of Tenant into a new entity, an entity which has acquired a substantial ownership interest in Tenant (i.e., acquires at least 50% of the common stock or membership interest in Tenant); or any entity that controls Tenant, is controlled by Tenant, or is in common control with Tenant; and that Transferee's proposed uses of the Premises will conform to the permitted uses in Section 16, then Landlord will automatically be deemed to have consented to the proposed Transfer. Notwithstanding the foregoing or anything to the contrary contained in the Lease Agreement, Tenant shall not be required to obtain Landlord's consent or approval with respect to, and Landlord shall have no right to delay, alter or impede, any of the foregoing transactions or combinations thereof.
14. Use: The Premises are a portion of the MHMC, which is a unique multi-functional facility providing space for municipal offices, as well as a central community gathering place including space for meeting rooms, weddings, recreation, children's activities, special events of all manner, and art and history education and displays. Because of the general uses of the MHMC, Landlord is especially and justifiably interested in ensuring that the uses of the Premises are compatible and in harmony with the overall purpose and character of the MHMC. Tenant may use and occupy the Premises for a sports oriented physical therapy and personal training/sports performance clinic.
15. Dedicated Access: Tenant shall have separate, dedicated access to the Premises through all existing points of entry along East Central Avenue adjacent to the Rental Suite A so that Tenant has the ability to enter, occupy and use the Premises at all times, including such times as the remainder of the MHMC is not open to the public. The Grand Hall shall not be used for access to the Premises after normal City offices hours except with prior consent by Landlord.

Tenant shall have the right to install a controlled access system for Rental Suite A, but shall coordinate with the police and fire departments to provide access in the event of an emergency and shall not do anything which would exclude others from the Common Areas. The general public shall not use the Premises as a thoroughfare for access to the remainder of the MHMC or the Grand Hall.

16. Compliance with Laws: Tenant shall comply with all applicable codes, laws, rules and regulations affecting Tenant's Use of the Premises or alterations specifically performed by Tenant. Landlord shall comply with all applicable codes, laws, rules and regulations in connection with its obligations under this Lease with respect to the Premises and the MHMC, including but not limited to any repair obligations.
17. Alterations: Tenant shall not make any material alterations to the Premises or any alterations that materially and adversely affect the structural integrity of the Premises or that materially and adversely affect the exterior, signs, and/or utility lines or systems serving the Premises without Landlord's prior written consent (which consent shall not be unreasonably denied, withheld, conditioned, or delayed). All alterations performed by Tenant shall be performed in a good and workmanlike, "lien-free" manner in all material respects and in compliance with applicable governmental laws in all material respects. Any alterations to the Premises that are approved by the Landlord that are not Tenant's Retained Assets may remain in the Premises upon the expiration or termination of this Lease Agreement and do not need to be removed by the Tenant.
18. Authority: Apart from the City Council of Mount Holly and subject to the requirements of N.C. Gen. Stat. § 160A-272, no other party's consent is needed for Landlord to execute this Lease Agreement.
19. Offensive Noises and Odors: Landlord and Tenant shall each ensure that the businesses that each respectively conducts within the MHMC and the Premises shall not create any noises or odors that are offensive to persons of ordinary sensitivity in the context of a business environment.
20. Casualty: Tenant shall promptly notify Landlord of any fire or other casualty to the Premises, or to the extent it knows of damage, to the Common Areas. In the event the Premises or any substantial part of the Common Areas are wholly or partially damaged or destroyed by fire or other casualty which is covered by Landlord's insurance, Landlord will proceed to restore the same to substantially the same condition existing immediately prior to such damage or destruction unless such damage or destruction is incapable of repair or restoration within one hundred eighty (180) days, in which event Landlord may, at Landlord's option and by written notice given to Tenant within sixty (60) days of such damage or destruction, declare this Lease terminated as of the happening of such damage or destruction. If in Landlord's sole opinion the net insurance proceeds recovered by reason of the damage or destruction will not be adequate to complete the restoration of the Premises, Landlord shall have the right to terminate this Lease and all unaccrued obligations of the parties hereto by sending a notice of such termination to Tenant. To the extent after fire or other casualty that Tenant shall be deprived of the use and occupancy of the Premises or any portion thereof as a result of any such damage, destruction or the repair thereof, providing Tenant did not deliberately

cause the fire or other casualty, Tenant shall be relieved of the same ratable portion of the Rent hereunder as the amount of damaged or useless space in the Premises bears to the square footage of the Premises until such time as the Premises may be restored. Landlord shall reasonably determine the amount of damaged or useless space and the square footage of the Premises referenced in the prior sentence. In connection with any such fire or other casualty, in the event the Premises are rendered inadequate to enable Tenant to carry on its business to substantially the same extent as prior to such damage, providing Tenant did not deliberately cause the fire or other casualty and notwithstanding anything in this Section 24 to the contrary, Tenant may, by written notice to Landlord within sixty (60) days of the occurrence, declare this Lease terminated as of the happening of such damage or destruction.

21. Termination:

- a. In the event that either party shall fail to perform, keep and observe any of the terms, covenants, and conditions herein contained on its part to be performed and shall remain in default thereof for a period of thirty (30) days after written notice from the party not in default calling attention to such default or condition, the party not in default may declare this Lease terminated and canceled and:
 - i. In the case of Landlord, Landlord may take possession of the Premises without prejudice to any other legal remedy it might have on account of default.
 - ii. In the case of Tenant, Tenant may vacate the Property without prejudice to any other legal remedy it may have on account thereof.
- b. Provided that Tenant is not then in default of any of the material terms of this Lease and the Lease is not otherwise terminated, then beginning March 1, 2028, Tenant shall have the option to terminate this Lease with or without cause by giving thirty(30) days' written notice and paying a lump sum payment in the amount of three (3) months' Rent as well as any accrued and unpaid Rent to Landlord.

22. Notices: Any and all notices required hereunder or under this Lease Agreement shall be in writing and shall be deemed to have been properly given and received on (a) the date delivered in person; (b) (i) the next business day if deposited in the United States mail, registered or certified, return receipt requested, or (b) (ii) the next business day if deposited with a nationally recognized courier service for next business day delivery to the addresses set out below as to Landlord and Tenant, or at such other addresses as specified by written notice delivered in accordance herewith; or (c) the date of delivery than the next business day by one of the methods stated in (a), (b)(i) or (b)(ii) of this Section 22. If any deadline, expiration date or end of a time period prescribed by this Lease Agreement falls on a Saturday, Sunday, or federal or state-recognized holiday, then that deadline, date or time period will be extended to the next business day.

Landlord's Notice Address shall be as follows:

Jonathan Blanton, Esq., City Manager
City of Mount Holly
P.O. Box 406 (400 E. Central Ave.)
Mount Holly, NC 28120
Email: Jonathan.blanton@mtholly.us

With a copy to:

Marie M. Anders, Esq.
Michael, Elting, & Anders, PLLC
124 W. Catawba Ave.
Mount Holly, NC 28120
Email: office@mounthollylaw.com

Tenant's Notice Address shall be as follows:

Kinetix Physiotherapy and Performance, LLC
420 East Central Avenue, Suite A
Mount Holly, NC 28120
Attn: Christopher Lewis
Email: clewis@kinetixptp.com

With a copy to:

Christopher Lewis
10119 Woodsboro Road
Woodsboro, MD 21798

23. Memorandum of Lease Agreement: Upon request of either Landlord or Tenant contemporaneously with or subsequent to execution of this Lease Agreement, the parties hereto shall execute a memorandum of lease in recordable form setting forth such provisions hereof (other than the Rent and other sums due) as either party may wish to incorporate. Such memorandum of lease shall contain a statement that it automatically terminates and the Premises is released from any effect thereby as of a specific date to be stated in the memorandum. The cost of recording such memorandum of lease shall be borne by the party requesting execution of same.
24. Waivers: It is agreed between the parties that no waiver of any term or condition of this Lease shall be construed to be a waiver of any succeeding breach of the same or any other term or condition.
25. Amendments: Any and all amendments to this Lease must be in writing signed by Tenant and Landlord.
26. Binding Nature of Lease: This Lease shall be binding upon and inure to the benefit of the parties and their successors and assigns, subject to the terms herein.
27. Severability: In the event that any provisions herein shall be deemed invalid or unenforceable, the other provisions, hereof shall remain in the full force and effect, and be binding upon the parties hereto.

STATE OF NORTH CAROLINA

NOTARY ACKNOWLEDGEMENT

COUNTY OF GASTON

I, _____, a Notary Public in and for said County and State, do hereby certify that Tara Douglas, personally came before me this day and acknowledged that she is City Clerk of the CITY OF MOUNT HOLLY, a North Carolina municipal corporation, and that by authority duly given and as the act of the City Council of the City of Mount Holly, NC, the foregoing instrument was signed in its name by David Moore as its Mayor, sealed with its corporate seal, and attested by Tara Douglas as its City Clerk.

Witness my hand and notarial seal, this _____ day of _____, 2025.

Notary Public

My commission expires: _____

(seal)

STATE OF NORTH CAROLINA

NOTARY ACKNOWLEDGEMENT

COUNTY OF _____

I, _____, a Notary Public in and for said County and State, do hereby certify that Christopher Lewis, personally came before me this day and acknowledged that he is City Member/Manager of the KINETIX PHYSIOTHERAPY AND PERFORMANCE, LLC, a North Carolina limited liability company, and that by authority duly given and as the act of the company, the foregoing instrument was signed in its name by him on behalf of the said company.

Witness my hand and notarial seal, this _____ day of _____, 2025.

Notary Public

My commission expires: _____

(seal)

EXHIBIT A
SITE PLAN OF PREMISES

The Premises are outlined in red as shown below.

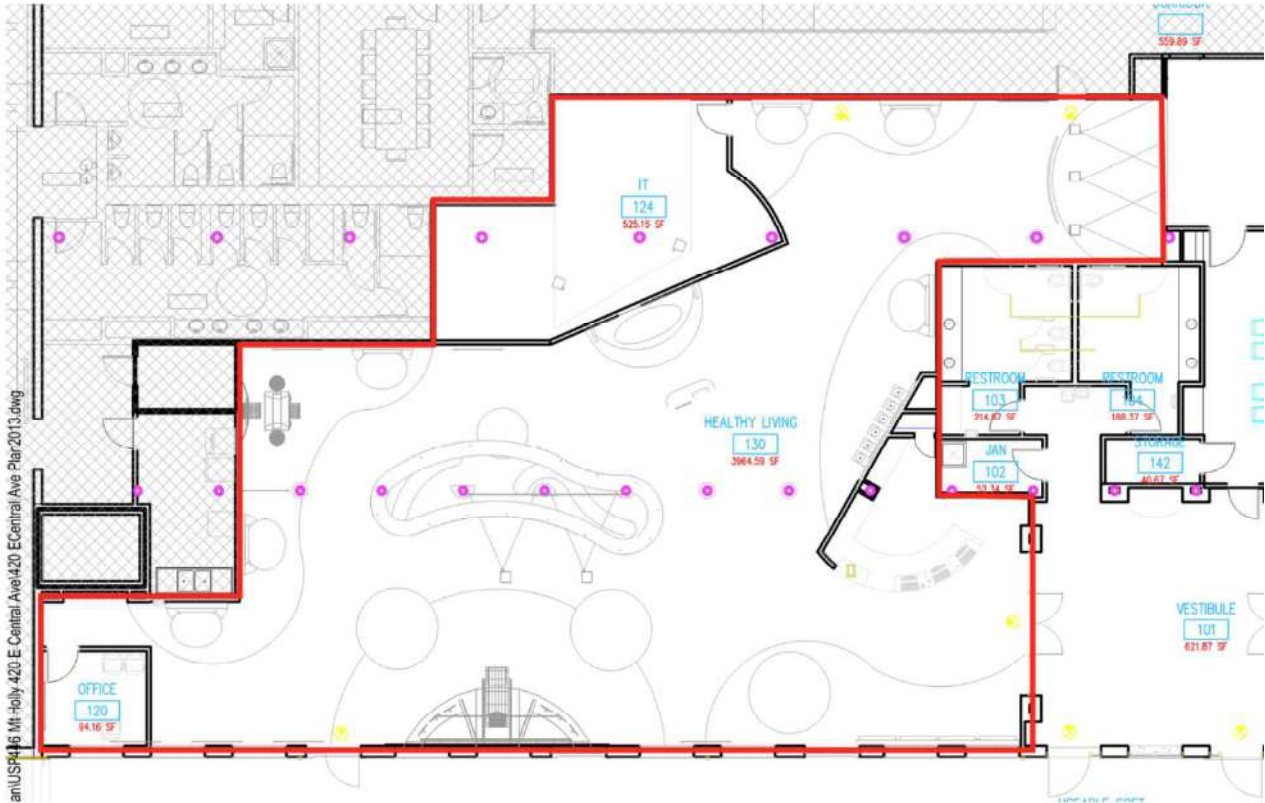


EXHIBIT B
SITE PLAN OF PARKING LOT
KINETIX LEASE
400 East Central Parking Exhibit

(2) SPACES RESERVED FOR
TENANT AND TENANT'S VISITORS



RESERVED FOR POLICE DEPARTMENT, CITY
EMPLOYEES and MUNICIPAL VEHICLES.

**** ALL PARKING NOT DESIGNATED AS RESERVED, SHALL BE FIRST COME,
UNRESERVED PARKING, FREE OF CHARGE TO TENANT AND THEIR VISITORS.**

Each Office Is Independently Owned And Operated

EXHIBIT C

Signage for Kinetix Lease
420 East Central Avenue, Suite A, Mount Holly, NC

1. All signage will be installed at Tenant's expense.
2. All signage will comply with local codes and city ordinances.
3. The materials, font, and size of the signage must be in keeping with existing signage at the Mount Holly Municipal Complex.
4. Landlord will retain the right to review and approve all signage prior to installation but will not unreasonably withhold approval.

**Tenant will have full use of this signage area
on the exterior of the Premises.**



Tenant will have use of 50% of this area at the exterior of the entrance to the lobby for Rental Suite A. Tenant's signage will be on the left hand side. The right hand side is reserved for a future tenant.





Retreat Agenda Action Form

Meeting Date

February 28, 2025

From

Jonathan Blanton, City Manager
City Management

2025 City Council Retreat Item # 1.3

Introductions, Ground Rules, Schedule, Parking Lot Items

Will this require a public hearing?

No

Background/Purpose of Request

Introductions, Ground Rules, Schedule, Parking Lot Items

Fiscal Impact**Manager/Staff Recommendation****Attachments**

None



Retreat Agenda Action Form

Meeting Date

February 28, 2025

From

Jonathan Blanton, City Manager
City Management

2025 City Council Retreat Item # 2

Overview and Recap of 2024 Retreat, Successes, Progress, and Updates

Will this require a public hearing?

No

Background/Purpose of Request

Fiscal Impact

Manager/Staff Recommendation

Attachments

1. 2024 Recaps_Jonathan Blanton

Mount Holly City Council Retreat

City of Mount Holly
Staff Retreat
February 28, 2025



1

Introductions and Facilitator Remarks

Friday, February 28th
9:30 AM

Mount Holly City Council
Chambers

Facilitated by
Reeves McGlohon



2

Updates from the 2024 Retreat



Jonathan Blanton
City Manager

3

(1) Code of Conduct – Adopted March 25th 2024

North Carolina General Statutes 160A-86 requires the adoption of a resolution or policy containing a code of ethics to guide actions by the governing board members in the performance of the member's official duties as a member of that governing board. These responsibilities include:

- The need to obey all applicable laws regarding official actions taken as a board member.
- The need to uphold the integrity and independence of the board member's office.
- The need to avoid impropriety in the exercise of the board member's official duties.
- The need to faithfully perform the duties of the office.
- The need to conduct the affairs of the governing board in an open and public manner, including complying with all applicable laws governing open meetings and public records.



4

(2) Ransom Hunter Park Moves Forward

- April 8th 2024: Council votes to rename the Glendale Avenue Property to the Ransom Hunter Park.
- April 22nd 2024: Council approves a PART-F application.
- August 23rd 2024: The City is awarded a PART-F Grant.
- November 18th 2024: JD Goodrum Selected and Funded as General Contractor.



5

(3) Progress Made within the Public Works Department

- Summer 2024: Council votes to keep solid waste collection in-house.
- August 2024: Council awards the Decommissioning of the Waste Water Treatment Plant to HDR Engineering.
- September 2024: Council adopts Raftelis Five Year Rate Study.



6

(4) Cameras Installed on Greenway

- March 11th 2024: Council approves funding for five cameras to be installed on the River Hawk Greenway.
- July 2024: Cameras are installed and in operation.



7

(5) Overall Successes and Progress from 2024

- YMCA and Sole Patrol Form a Partnership.
- Mount Holly Community Development Foundation Collaborate Together.
- Economic Development Director Hired.
- Public Works Director Hired.
- Parks and Recreation Director Hired.
- City Engineer Hired.



8



Retreat Agenda Action Form

Meeting Date

February 28, 2025

From

Greg Beal, Planning Director
Planning

2025 City Council Retreat Item # 3

Presentation of Accomplishments from the Strategic Vision Plan

Will this require a public hearing?

No

Background/Purpose of Request

In January 2019, City Council unanimously adopted the 2019 Strategic Vision Plan Update. This 131-page document was broken out into 8 chapters, which include an Introduction, Chapter 1 *Market Analysis Synopsis*, Chapter 2 *Connectivity & Transportation*, Chapter 3 *Downtown Area Plan*, Chapter 4 *Gateway District*, Chapter 5 *Woods & Water District*, Chapter 6 *Placemaking, Arts and a Healthy Community*, Chapter 7 *Policies, Marketing and Organization* and Chapter 8 *Implementation Strategy & Action Plan*. Furthermore, there were an additional 3 appendixes: A) Accomplishments, B) Market Study and C) Survey Results. The 2019 Plan built upon the original 2003 Vision Process and the award-winning 2008 Strategic Vision Plan.

The Strategic Vision Plan Update itself, was built around 6 core values, which are:

- Core Value #1: Preserve and Enhance Small Town Character
- Core Value #2: Continue to Connect the Downtown Core
- Core Value #3: Improve Connections Throughout the City
- Core Value #4: Increase Vibrancy Through Art and Placemaking
- Core Value #5: Enhance Gateways and First Impressions
- Core Value #6: Advance the Legacy of Visionary Leadership

Perhaps of most importance to the overall Plan is Chapter 8 Implementation Strategy & Action Plan. This is commonly referred to as the “Project Matrix” by many stakeholders within the Mount Holly community. That will be the focus of the presentation before Council because while the overall document is a worthwhile read, the core focus should be, “How can the City and its partners accomplish the goals found in the Project Matrix?” After all, these goals are listed because they were important to the 850+ citizens that participated in 1.5 years of public meetings and workshops, which led to the final draft of the Strategic Vision Plan Update. There were thousands of identified touchpoints for this plan. And just like the 2008 Vision Plan, which saw 49 of 61 goals accomplished with another 10 underway or partially accomplished, this goal-oriented approach has a proven track record. As of February 18, 2025, the City and its partner organizations have accomplished 44 of 111 goals (39.6%), with another 16 goals in progress (14.4%) for a total of 60

(54.10%) of goals completed or underway, leaving only 51 goals (45.9%) left incomplete. The presentation will specifically focus on making the updates more transparent to the public through a GIS-based webpage.

Fiscal Impact

N/A

Manager/Staff Recommendation

This item is for information, discussion and feedback from the Mayor and City Council.

Attachments

1. Strategic Vision Plan Update_Council Retreat Presentation (2-28-25)
2. SVP Matrix Status (2-18-25)

Strategic Vision Plan Update Project

City Council Retreat Presentation
February 28, 2025






2008 Strategic Vision Plan

- 2003 Vision Process was the Basis for aforementioned Goals
- 2008 Strategic Vision Plan, a \$120k investment, placed our Vision in a Comprehensive Master Plan
- Project Team: Charlotte Community Design Studio, UNCC Urban Institute, Warren and Associates
- The City utilized this investment to obtain more than \$2.4 million in direct and indirect grant funding.
- Many implementation projects have been accomplished through partnerships with City and community organizations



2008 Strategic Vision Plan Results

- Four phases with 61 individual recommendations arranged around 6 core values
- Recommendations are tracked in three categories:

-  Accomplished 49
-  In progress, partial 10
-  Not completed/priority change 2



2018 Strategic Vision Plan Update

The Update Plan was crafted around Six Core Values, important to the Mount Holly Community....

- Core Value #1: Preserve and Enhance Small Town Character
- Core Value #2: Continue to Connect the Downtown Core
- Core Value #3: Improve Connections Throughout the City
- Core Value #4: Increase Vibrancy Through Art and Placemaking
- Core Value #5: Enhance Gateways and First Impressions
- Core Value #6: Advance the Legacy of Visionary Leadership



2018 Strategic Vision Plan Update

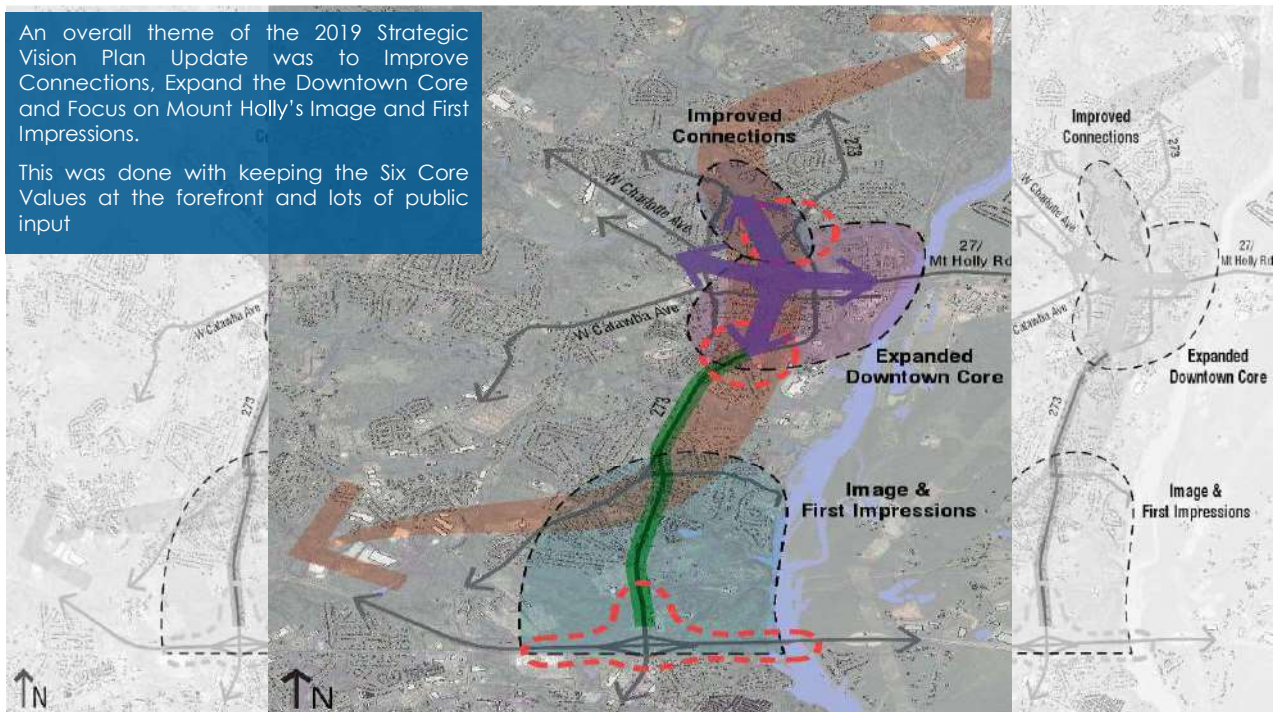
In addition to the Introduction, the Plan was broken down into the following components....

- ❑ Market Analysis Synopsis
- ❑ Connectivity and Transportation
- ❑ Downtown Area Plan
- ❑ Gateway District at Exit 27 of I-85
- ❑ Woods & Water District
- ❑ Placemaking, Arts and a Healthy Community
- ❑ Policies, Marketing & Organization
- ❑ Implementation Strategy & Action Plan



An overall theme of the 2019 Strategic Vision Plan Update was to Improve Connections, Expand the Downtown Core and Focus on Mount Holly's Image and First Impressions.

This was done with keeping the Six Core Values at the forefront and lots of public input



2018 Strategic Vision Plan Update Goals and Accomplishments

The Implementation Strategy & Action Plan is an important component

- Serves as a Community Call to Action
- Intended to create public-private partnerships with champions for goals
- 6** Chapters, **31**, Broad Recommendations, **111** Specific Recommendations
- Urges the City and its partners to *Celebrate Accomplishments!*
- Such as.....*



Number	Goal	Timeframe to be Completed	Note	Status
1.	2.2.1 Coordinate with Gaston County transit, CATS, and GCLMPO	Short Term	Met with these groups and continue conversation as the Silverline light rail into Belmont progresses.	<input checked="" type="checkbox"/>
2.	2.3.2 Advocate for Multi-Modal Elements to be included in NCDOT Projects	Short Term	All projects proposed in Mount Holly have non-motorist facilities proposed.	<input checked="" type="checkbox"/>
3.	2.5.4 Continue to Update the City's Pavement Condition and Sidewalk Condition Surveys	Medium Term	The update was made in 2020.	<input checked="" type="checkbox"/>
4.	2.5.2 Develop a List of Performance Measures for the City's Transportation Investments	Short Term	Five Counters added to parks. Traffic Studies for public projects. South Gateway Connector Road	<input checked="" type="checkbox"/>
5.	2.5.3 Conduct a Separate Traffic Impact Analysis for the Freightliner Plant	Medium Term	Developments in this corridor conducted TIAs, which presented positive mitigation undertakings & recommendations to the GCLMPO	<input checked="" type="checkbox"/>
6.	2.5.4 Continue to Update the City's Pavement Condition and Sidewalk Condition Surveys	Medium Term	The City continues to invest in Pavement Condition Surveys on a biennial basis.	<input checked="" type="checkbox"/>

Number	Goal	Timeframe to be Completed	Note	Status
7.	2.5.5 Develop Future Land Use Scenarios Based on Population Projections	Medium Term	Through the use of the Land Use Plan, GIS software, and the TIA analysis staff continuously examines these scenarios.	<input checked="" type="checkbox"/>
8.	2.5.6 Conduct a Full Sign Inventory	Long Term	Through GIS and Master Sign Plan, the City has an updated traffic sign map.	<input checked="" type="checkbox"/>
9.	2.5.7 Conduct a City-wide ADA Assessment	Short Term	Assessment was accomplished by staff; NCDOT approval in December 2019; Council approval in January 2020.	<input checked="" type="checkbox"/>
10.	3.1.1 Encourage Overall Downtown Design Standards	Short Term	Existing and proposed uses are held to the standards in place; wayfinding signage has been integrated.	<input checked="" type="checkbox"/>
11.	3.2.1 Construct Trellis for the Farmers Market	Short Term	Trellis construction has been completed	<input checked="" type="checkbox"/>
12.	3.3.1 Begin Exploring the Extension and Renovation of Veteran's Park	Short Term	Plans and studies have been completed.	<input checked="" type="checkbox"/>

Number	Goal	Timeframe to be Completed	Note	Status
13.	3.3.2 Develop Detailed Plan for a Splash Pad and Park	Short Term	Plans and studies have been completed.	<input checked="" type="checkbox"/>
14.	3.3.3 Veteran's Park Implementation	Medium Term	Phased approach, which specifically focuses on property acquisition and proper site assembly	<input checked="" type="checkbox"/>
15.	3.4.2 Consolidate and Develop More Efficient Parking Behind Buildings	Short Term	Parking was consolidated behind Old City Hall thru sale of annex building; Presbyterian Church partnership for events	<input checked="" type="checkbox"/>
16.	3.5.1 Reorganize Parking on West Charlotte behind North Main Buildings	Short Term	New N. Main St. parking lot was completed in Fall 2020.	<input checked="" type="checkbox"/>
17.	3.6.3 Explore Redevelopment of Existing Apartments into Mixed-Use Development	Medium Term	Apartments were purchased with massive renovations; mixed-use approach declined by developer	<input checked="" type="checkbox"/>
18.	3.8.1 Implement Trail Network Along Dutchman's Creek	Short Term	Ribbon Cutting was held in October 2020 (CaroMont to River St. Park Segment)	<input checked="" type="checkbox"/>

Number	Goal	Timeframe to be Completed	Note	Status
19.	3.10.1 Begin Planning Process for the Redevelopment of the Woodlawn Mill	Short Term	City rezoned property from L-1 to Multifamily-Commercial; Property was sold; have worked with developer on brownfields, tax credits and other approvals	<input checked="" type="checkbox"/>
20.	3.11.1 Continue Dialogue with Potential Purchasers of the Old Fire Department Building	Short Term	Property was sold and Firehawk Brewpub operated from May 2023-August 2024; Catering business expected to open soon.	<input checked="" type="checkbox"/>
21.	3.12.1 Work with Private Sector on Alsace Mill Redevelopment	Short Term	Property was rezoned & sold to Muddy River Distillery in June 2023	<input checked="" type="checkbox"/>
22.	3.12.2 Implement Alsace Mill Redevelopment	Long Term	Muddy River Distillery completed renovations in June 2024 on this \$4+ million project	<input checked="" type="checkbox"/>
23.	4.1.3 Consider Partnering with Belmont on the Overall Gateway Design	Short Term	MOU has been established for cost-share betterments between Gaston County, Belmont & Mount Holly	<input checked="" type="checkbox"/>
24.	4.2.3 Plan Greenway Extension from South Gateway Mixed-Use Through the Hospital Property to the	Medium Term	Multipurpose path designed along connector road; CaroMont Health built MPP to improved YMCA Drive	<input checked="" type="checkbox"/>

Number	Goal	Timeframe to be Completed	Note	Status
25.	5.1.1 Amend the Area of the Woods and Water District to Reflect its Potential to Grow	Short Term	Woods and Water District has been expanded from 2008 Plan to reflect its potential to grow.	<input checked="" type="checkbox"/>
26.	5.1.2 Consider Design Guidelines for Open Space Compatible Uses for Annexations across from Woods and Water District	Short Term	Design Guidelines for Annexation and Open Space have been implemented; working with developers on planned greenway connections	<input checked="" type="checkbox"/>
27.	5.1.3 Bring the Tarheel Trailblazers to Examine the Woods and Water District	Short Term	MOU is in place and TTB are actively constructing bike trails.	<input checked="" type="checkbox"/>
28.	6.1.1 Create Places for Additional Outdoor Dining	Short Term	Outdoor Dining established at JackBeagles & The Summit; other opportunities exist	<input checked="" type="checkbox"/>
29.	6.1.2 Explore Opportunities for Creative Pop-Up Spaces and Events	Short Term	Art events have happened at Farmers Market, Community Garden, Alleyways	<input checked="" type="checkbox"/>
30.	6.1.3 Continue to Partner with Local Artists on Art Incubators/Studios/Galleries	Short Term	Art Gallery with tattoo studio is expected to open soon. AOG has gained 501(c)(3) status	<input checked="" type="checkbox"/>

Number	Goal	Timeframe to be Completed	Note	Status
31.	6.1.5 Create a Public Art Commission	Short Term	PAAC was formed in May 2021 and funding for public art projects is approaching Year 4	<input checked="" type="checkbox"/>
32.	6.1.6 Create a Public Art/Mural Ordinance	Short Term	Mural Ordinance was adopted by Council on July 10, 2023.	<input checked="" type="checkbox"/>
33.	6.1.7 Consider a Percent for Arts Program	Medium Term	Funding for Public Arts has been initiated; future public projects will be considered	<input checked="" type="checkbox"/>
34.	6.1.8 Develop the Arts on the Greenway Facility	Short Term	AOTG is open and have obtained 501(c)(3) status; New Roof, Improved Fencing and Painting added to the building	<input checked="" type="checkbox"/>
35.	6.2.2 Continue to Expand the Role of the Farmers Market and Community Garden in the Community	Medium Term	Both 501(c)(3) organizations continue to expand offerings and events and serve on the City Summit	<input checked="" type="checkbox"/>
36.	7.1.1 Host a Strategic Vision Plan Launch Event	Short Term	The event was held in Spring 2019	<input checked="" type="checkbox"/>

Number	Goal	Timeframe to be Completed	Note	Status
37.	7.1.2 Create an Economic Development Marketing Package	Short Term	The City created a brochure highlighting commercial properties; various videos and social media posts promoting Mount Holly have been initiated.	<input checked="" type="checkbox"/>
38.	7.1.3 Continue to Maintain the Economic Development Landing Page for Mount Holly (consider a specific URL)	Short Term	Economic Development Page has been updated twice and maintained; new standalone ED page is scheduled to be completed in April 2025	<input checked="" type="checkbox"/>
39.	7.1.4 Meet with Key Regional Mixed-Use Developers	Short Term	Meetings with mixed-use developers for investment have taken place and are continuing.	<input checked="" type="checkbox"/>
40.	7.2.5 Consider Expanding City Planning/ Economic Development Staff	Short Term	Economic Developer Director hired September 2024; Planning Staff added new position in February 2025	<input checked="" type="checkbox"/>
41.	7.3.1 Establish Design Guidelines Document for Multi-Family and Mixed-Use Development	Short Term	Design Guidelines have been implemented for multifamily & mixed-use development; further revisions scheduled for April 2025	<input checked="" type="checkbox"/>
42.	7.3.2 Re-examine the Cost Benefit Analysis of Residential Annexation	Short Term	A thorough CBA process has been established & updated in fall 2024.	<input checked="" type="checkbox"/>

Number	Goal	Timeframe to be Completed	Note	Status
43.	7.3.3 Refine the Design Guidelines for Voluntary Annexations into the City	Short Term	As part of the Annexation Policy adopted these are part of the design matrix.	<input checked="" type="checkbox"/>
44.	7.3.4 Clearly Define the Development Review Process	Short Term	The Annexation Policy clearly defines this process.	<input checked="" type="checkbox"/>

Breakdown of Completion Status of Vision Plan Goals							
Chapter	# of Goals	# Completed	% Complete	# In Progress	% In Progress	# Future Goals	% Future Goals
2	20	8	40.00%	1	5.00%	11	55.00%
3	46	14	30.43%	6	13.04%	26	56.52%
4	7	3	42.86%	3	42.86%	1	14.29%
5	12	3	25.00%	3	25.00%	6	50.00%
6	10	7	70.00%	2	20.00%	1	10.00%
7	16	9	56.25%	1	6.25%	6	37.50%
Total:	111	44	39.64%	16	14.41%	51	45.95%

Getting this information to the public

- Workshops or Strategic Vision Plan Update events
- Bi-annual or annual presentations before City Council
- Presentations before City Summit
- Having a public interface that is a one stop shop for Strategic Vision Plan updates
- https://experience.arcgis.com/experience/99b83c43c1724da2b653be397d5c2a94/page/Home/#data_s=id%3AdataSource_1-18d7e9cf86f-layer-4%3A2



Implementation Strategy & Action Plan Matrix Analysis

Overview (February 18, 2024)

Breakdown of Completion Status of Vision Plan Goals							
Chapter	# of Goals	# Completed	% Complete	# In Progress	% In Progress	# Future Goals	% Future Goals
2	20	8	40.00%	1	5.00%	11	55.00%
3	46	14	30.43%	6	13.04%	26	56.52%
4	7	3	42.86%	3	42.86%	1	14.29%
5	12	3	25.00%	3	25.00%	6	50.00%
6	10	7	70.00%	2	20.00%	1	10.00%
7	16	9	56.25%	1	6.25%	6	37.50%
Total:	111	44	39.64%	16	14.41%	51	45.95%

= Completed
 = In Progress/Ongoing

	Chapter	Overall Goal	Specific Goal	Timeframe to be Completed	Note	Status
1	2.0 Connectivity and Transportation	2.1 Enhance Walkable Connections Between Downtown and the Greenway Network	2.1.1 Dutchman's Creek Greenway	Short Term	The significance of this project, linking Highland Street to North Main Street, will be reviewed and reported on, as part of the Blueway Study. Possible recommendations could result in an extension to the Woodlawn Mill area from Highland St.	Blueway Study adopted (6-12-23) <input type="checkbox"/>
2			2.1.2 Implement East Central Avenue Streetscape	Medium Term	CSX Involvement; Relates to Veteran's Park Expansion; Relates to Future Hwy 273 Widening Plans	
3			2.1.3 Linear Park	Medium Term	CSX Involvement; Relates to planting shade trees in Linear Park	
4		2.2 Explore Creative Transit Options	2.2.1 Coordinate with Gaston County Transit, CATS, and GCLMPO	Short Term	Met with these groups and continue conversation as the Silverline light rail into Belmont progresses.	<input checked="" type="checkbox"/>
5			2.2.2 Identify Potential Stops and Routes	Medium Term	Should modify goal to incorporate feedback from CATS.	
6			2.2.3 Consider a Transit Loop Between 85 and Catawba River	Long Term	Should modify goal to incorporate feedback from CATS.	
7			2.2.4 Explore the Idea of a Water Taxi System on the Catawba River	Long Term	Pedestrian Bridge over Catawba is primary objective with water taxi as alternative or compliment	
8		2.3 Prioritize Multimodal Transportation	2.3.1 Plan for City-Wide Transportation Infrastructure that Invites Public Transportation	Short Term	Partnership with CATS is critical as is coordination for Park and Ride Lots	

9	Initiatives to Plan for Future Growth	2.3.2 Advocate for Multi-Modal Elements to be Included in NCDOT Projects	Short Term	All projects proposed in Mount Holly have non-motorist facilities proposed.	
10		2.3.3 Promote Multimodal Transportation Through Development Standards	Medium Term	Should be considered during design review for proposed residential projects to encourage connectivity throughout development	Needs more formal codification
11		2.3.4 Pilot a Small-Scale Bike Share Program	Long Term	Modified goal by including bike racks from Bike Plan. Bike Share Program for Tuck Park was too costly with few anticipated users.	
12	2.4 Promote and Provide Complete Streets	2.4.1 Adopt a City of Mount Holly Complete Streets Policy	Medium Term	Should review design standards to ensure that complete streets are included. Hwy 273 Widening was a complete street project.	
13		2.4.2 Consider Whether a Bus Rapid Transit Line is Feasible Along a North-South Corridor	Long Term	Could be studied with other transportation goals from a consultant in future years. Cost versus ridership, even with a commitment from CATS is a concern.	
14	2.5 Use Data-Driven Analysis to Manage Transportation Improvements	2.5.1 Facilitate Discussions with NCDOT and the Public About Possible Road Improvements	Short Term	This concerns the future Hwy 273 Widening from A&E Drive to Lanier Avenue, which is not included in the current 2020-29 State Transportation Improvement Program (STIP)	Need to revisit approach as City's projects did not score well for new STIP
15		2.5.2 Develop a List of Performance Measures for the City's Transportation Investments	Short Term	CTT Economic Impact Study Completed; Counters for Greenway Use funded by MHCDF have been installed	
16		2.5.3 Conduct a Separate Traffic Analysis for the Freightliner Plant	Medium Term	Freightliner Traffic has been included in TIA's for Leacroft & Broadleaf; Concern today?	
17		2.5.4 Continue to Update the City's Pavement Condition and Sidewalk Condition Surveys	Medium Term	The update was made in 2020.	
18		2.5.5 Develop Future Land Use Scenarios Based on Population Projections	Medium Term	Through the use of the Land Use Plan, GIS software, and the TIA analysis staff continuously examines these scenarios.	
19		2.5.6 Conduct a Full Sign Inventory	Long Term	Initially updating wayfinding plan, but still need to update official Traffic Control Map.	
20		2.5.7 Conduct a City-wide ADA Assessment	Long Term	Assessment was accomplished by staff.	

21	3.0 Downtown and Riverfront Area Plan -- Core Area	3.1 Design Standards	3.1.1 Encourage Overall Downtown Design Standards	Short Term	Existing and proposed uses are held to the standards in place. Downtown Development Manual is the overriding document.	<input checked="" type="checkbox"/>
22		3.2 Consider Development of "South Main Food Hub"	3.2.1 Construct Trellis for the Farmers Market	Short Term	Trellis construction has been completed.	<input checked="" type="checkbox"/>
23			3.2.2 Implement Mid-Block Crossing to Renovated Veteran's Park	Short Term	Goal in Progress	<input type="checkbox"/>
24			3.2.3 Explore Improved Streetscape/Sidewalks Along Catawba Avenue	Short Term	Will be considered during design of Veteran's Park Expansion	
25			3.2.4 Explore Mixed-Use Development on the Farmers Market Site	Medium Term	Zoning amendments were approved for the site to allow for commissary kitchen and food truck uses	<input type="checkbox"/>
26			3.2.5 Continue Mixed-Use Development on the Farmers Market Site	Long Term	Plan calls for a permanent building onsite for a Food Hall as Phase 2 with another permanent building replacing the Trellis as Phase 3	
27			3.2.6 Use Appropriate Scale and Setbacks for Future South Main Redevelopment	Long Term	Consider S. Main fronting buildings if Riverbend Family Practice and SouthState Bank are redeveloped	
28			3.3 Expand Veteran's Park and Implement Downtown Splash Pad and Park	3.3.1 Begin Exploring the Extension and Renovation of Veteran's Park	Short Term	Plans and studies have been completed.
29		3.3.2 Develop Detailed Plan for a Splash Pad and Park		Short Term	Plans and studies have been completed.	<input checked="" type="checkbox"/>
30		3.3.3 Veteran's Park Implementation		Medium Term	Purchase of properties for phased approach.	<input checked="" type="checkbox"/>
31		3.3.4 Lead Partnership Efforts to Fund the Splash Pad and Park		Medium Term	MHCDF was one partner that participated in supporting the Park Bond Referendum	Funding options have changed
32		3.3.5 Parkview Residential Developments		Long Term	Speaks to public private partnership for multifamily development	Design plans show opportunity
33		3.3.6 Construct the Splash Pad and Park		Long Term	Will be dependent on final design plans and options (RFQ)	
34		3.4 East Central Avenue Infill	3.4.1 Plan for East Central Avenue Infill Development	Short Term	Met with property owners to gauge interest; have suburban style development with potential for infill opportunities	
35			3.4.2 Consolidate and Develop More Efficient Parking Behind Buildings	Short Term	Worked with Church to establish shared parking agreement and Salon & Spa on Main for new parking lot behind Old City Hall. Other properties are underway.	<input checked="" type="checkbox"/>

36			3.4.3 Implement Mixed-Use Development Along East Central Avenue	Long Term	Could be impacted or dependent on final Veteran's Park design		
37		3.5 North Main and West Charlotte Redevelopment	3.5.1 Reorganize Parking on West Charlotte behind North Main Buildings	Short Term	New parking lot has been completed.	<input checked="" type="checkbox"/>	
38			3.5.2 Explore Pop Up Park and Potential Outdoor Dining	Short Term	Existing businesses have no need to construct dining in place of parking area along W. Charlotte Avenue		
39			3.5.3 Extend Street Trees North and Improve Sidewalks	Medium Term	Opportunity to extend street trees and improved sidewalk to Woodlawn and North Main		
40			3.5.4 Explore the Renovation of or new Infill Development at the site of the Old Kimbrell's Building	Long Term	Spoke with existing church, which had no interest in sell; could re-approach the topic		
41		3.6 North Main and East Charlotte Redevelopment	3.6.1 Create a Pedestrian Connection Between North Main and the Community Garden	Short Term	This should be included as a safe pedestrian route to possible future parking areas with FUMC		
42			3.6.2 Implement and Connect Trail Network in the Area	Short Term	Should modify goal to include blueway/greenway corridor study, which was adopted in June 2023	Study has been adopted (6-12-23)	
43			3.6.3 Explore Redevelopment of Existing Apartments into Mixed-Use	Medium Term	This concept was explored but as the apartments have been purchased & renovated; the City feels that this goal has been achieved.	<input checked="" type="checkbox"/>	
44			3.6.4 Work with Private Property Owners for Consolidated Parking Resources	Medium Term	Goal in Progress. Municipal Lane parking is an example. Traust & other property easement agreements	<input type="checkbox"/>	
45	Downtown East and Riverfront Area Plan	3.7 East Charlotte Infill Development	3.7.1 Plan for East Charlotte Avenue Infill Development	Short Term	Dales Group property is on the commercial market with design standards in place.	Working with broker on concepts.	
46				3.7.2 Coordinate With Property Owners to Prepare Sites for Development	Medium Term	Little interest from property owners to prepare sites; private sector involvement is key	
47				3.7.3 Implement East Charlotte Avenue Mixed-Use	Long Term	Have requirements in place for mixed-use development	
48		3.8 Pedestrian and Trail Network	3.8.1 Implement Trail Network Along Dutchman's Creek	Short Term	Ribbon Cutting was held on May 15, 2021	<input checked="" type="checkbox"/>	
49			3.8.2 Create "Signature" Crossing at East Charlotte Avenue and 273	Medium Term	The intersection has been improved to the best extent possible to ensure the safety of pedestrians through NCDOT.	<input checked="" type="checkbox"/>	
50		3.9 East Catawba Avenue Residential	3.9.1 Plan for East Catawba Avenue Residential	Short Term	Zoning amendments in place; City has no control over property; multiple owners		
51			3.9.2 Coordinate With Property Owners to Prepare Site for Development	Medium Term	Shared vision approach; conditional zoning could be utilized		
52			3.9.3 Implement East Catawba Avenue Residential	Long Term	Previous steps must be undertaken first		

53	Downtown North Area Plan	3.10 Woodlawn Mill Redevelopment	3.10.1 Begin Planning Process for the Redevelopment of the Woodlawn Mill	Short Term	Staff has worked with private developers to generate interest in the site. Apartments & retail are planned for the former mill.	<input checked="" type="checkbox"/>	
54			3.10.2 Implement Woodlawn Mill Redevelopment	Long Term	Goal in Progress. Currently working through developer on construction plans.	<input type="checkbox"/>	
55		3.11 Former Fire Department Redevelopment	3.11.1 Continue Dialogue with Potential Purchasers of the Old Fire Department Building	Short Term	Property was sold. Firehawk Brew Pub is opening in May 2023; closed in August 2024; new catering business opening soon.	<input checked="" type="checkbox"/>	
56			3.11.2 Coordinate Connections with Adjacent Uses	Medium Term	Focuses on Three Corners Area and connections through a 6-acre parcel off Pine Street and W. Nims Avenue	Blueway Study Goal	
57		3.12 Alsace Mill Redevelopment	3.12.1 Work with Private Sector on Alsace Mill Redevelopment	Short Term	City has worked with private developers to generate interest in the site, which is set to be converted into a distillery & an event space.	<input checked="" type="checkbox"/>	
58			3.12.2 Implement Alsace Mill Redevelopment	Long Term	Muddy River Distillery received certificate of occupancy in June 2024.	<input checked="" type="checkbox"/>	
59		3.13 North Gateway Improvements	3.13.1 Introduce Downtown Gateway at the Intersection of 273 and North Main	Short Term	ADA signalized crosswalks installed.	<input type="checkbox"/>	
60			3.13.2 Explore Redevelopment on Vacant Parcel at Intersection	Short Term	Reg Robinson (Property Owner) has kept the City updated; study area for wayfinding project message board sign		
61			3.14 Three Corners Redevelopment	3.14.1 Explore Redevelopment of the "Three Corners" Site	Short Term	Service Station at 201 N. Main is being promoted for sale; potential restaurant interest	
62		Downtown South Area Plan	3.15 South Main Infill Development	3.15.1 Plan for South Main Infill Development	Short Term	Site is actively being marketed through commercial broker; interest is being garnered for mixed-use plan	
63				3.15.2 Implement South Main Infill Development	Long Term	Conditional District Zoning Plan must first be approved	
64	3.16 Tuckasee Road Infill Development		3.16.3 Plan for Tuckasee Road Infill Development	Short Term	Site will likely be included with South Main Infill Plan		
65			3.16.2 Implement Tuckasee Road Infill Development	Long Term	Conditional District Zoning Plan must first be approved		
66	3.17 South Main Gateway		3.17.1 Implement South Main Gateway Landscaping and Sign Improvements	Short Term	ADA signalized crosswalks installed; Landscaping project will establish baseline; Message Board sign installed in February 2025	<input type="checkbox"/>	
67	4.0 Gateway District Area Plan	4.1 Regional Gateway (I-85)	4.1.1 Explore Opportunities to Work with NCDOT to Implement Planting along the I-85 frontage and at the Interchange 273	Short Term	Partnership with County TDA & the City of Belmont established.	<input type="checkbox"/>	
68			4.1.2 Intersection of Ramp and Highway 273	Short Term	Goal in Progress.	<input type="checkbox"/>	

69			4.1.3 Consider Partnering with Belmont on the Overall Gateway Design	Short Term	The City is working in concert with Belmont to make improvements to the gateway area.	<input checked="" type="checkbox"/>
70		4.2 South Gateway Mixed-Use Design and Planning	4.2.1 Continue to Coordinate With Planners and Property Owner	Short Term	Goal in Progress. This goal covers sound design standards and connection points between residential and commercial projects.	<input type="checkbox"/>
71			4.2.2 Consider Incentives for a Grocery Store Development	Medium Term	Regional Developers Property (Saleh) is focused on medical office; another site would have to be considered. Tax incentives could spur development of grocery store.	<input type="checkbox"/>
72			4.2.3 Plan Greenway Extension from South Gateway Mixed-Use Through the Hospital Property to the West	Medium Term	Goal in Progress. Focuses on connection to CaroMont's Belmont Hospital; Stowe YMCA is a new partner along with the Thread Trail.	<input checked="" type="checkbox"/>
73			4.2.4 Plan Greenway Extension Along Caldwell Drive	Short Term	Goal in Progress. Multipurpose Path along connector road is an important component.	<input checked="" type="checkbox"/>
74	5.0 Woods and Water District		5.1 Continue to Strengthen the District Through Partnerships	5.1.1 Amend the Area of the Woods and Water District to Reflect Its Potential to Grow	Short Term	Have worked with the City of Gastonia & the State Forestry Service to expand the Woods & Water District.
75		5.1.2 Consider Design Guidelines for Open Space Compatible Uses for Annexations Across from Woods and Water District		Short Term	Planned developments adjacent to the Woods & Water District will integrate tree save, programed open space, & trails-along with the planned subdivisions.	<input checked="" type="checkbox"/>
76		5.1.3 Bring the Tarheel Trailblazers to Examine the Woods and Water District		Short Term	MOU is in place and TTB are actively constructing bike trails.	<input checked="" type="checkbox"/>
77		5.1.4 Finalize the Memorandum of Understanding Between the City of Mount Holly and the Mountain Island Educational State Forest		Short Term	Goal in Progress.	<input type="checkbox"/>
78		5.1.5 Promote the Woods and Water District's Uses and Future Potential		Medium Term	Goal in Progress. Wayfinding Study and Branding WWD is an important goal.	<input type="checkbox"/>
79		5.1.6 Continue Partnerships with Key Groups to Develop Recreational Activities and Conservation Activities in the Woods and Water District		Medium Term	Goal in Progress. New parking lot in this area will help to handle off-street parking for potential events.	<input type="checkbox"/>
80		5.1.7 Construct an Education Center in the Woods and Water District		Medium Term	The State constructed the Education Center off Killian Road. The 2020 Parks and Rec Plan calls for a Nature Center on Center property off Drywall Drive	<input type="checkbox"/>

81		5.2 Generate Public Excitement for Woods and Water District Opportunities	5.2.1 Organize Ribbon-Cutting Events or Kick-off Parties for Newly Constructed or Connected Spaces	Medium Term	Will work with MHCDF and FROGS as opportunities arise	
82			5.2.2 Construct a Short, ADA-Accessible Interpretive Nature Trail(s)	Medium Term	Suggest looking at funding opportunities for paving in the future	
83			5.2.3 Create a Mount Holly Trails Passport Program for Kids	Medium Term	Amenities would need to be in place first and foremost	
84			5.2.4 Support Geocaching Activities on Public Greenspace	Medium Term	There has been talk about implementing a geocaching program through the MHCDF	
85			5.2.5 Organize public events such as Races, Triathlons, “anything floats” river parade, etc. in the Woods and Water District	Short Term	Amenities would need to be in place before these public events could be entertained.	
86	6.0 Placemaking, Arts, and a Healthy Community	6.1 Placemaking and the Arts	6.1.1 Create Places for Additional Outdoor Dining	Short Term	JackBeagles and its outdoor patio opened after Vision Plan adoption; The Summit; Traust; other opportunities exist.	<input checked="" type="checkbox"/>
87			6.1.2 Explore Opportunities for Creative Pop-Up Spaces and Events	Short Term	There have been <i>Art in the Alley</i> events, Community Garden <i>Enchantments & Live Music</i> as described in the plan.	<input checked="" type="checkbox"/>
88			6.1.3 Continue to Partner with Local Artists on Art Incubators/Studios/Galleries	Short Term	Art Gallery with tattoo studio is expected to open soon. Pop up spaces (Traust) and Arts on the Greenway are other examples.	<input checked="" type="checkbox"/>
89			6.1.4 Mount Holly Creative Spaces Initiative	Short Term	Coworking uses have been added to the City’s Table of Permitted Uses.	<input type="checkbox"/>
90			6.1.5 Create a Public Art Commission	Short Term	Public Art Advisory Commission was formed in May 2021 with 4 th year of funding expected in FY 2025-26	<input checked="" type="checkbox"/>
91			6.1.6 Create a Public Art/Mural Ordinance	Short Term	A mural ordinance (policy) was adopted by City Council on July 10, 2023.	<input checked="" type="checkbox"/>
92			6.1.7 Consider a Percent for Arts Program	Medium Term	Public Art funding has been programmed annually since the FY 21-22 budget.	<input checked="" type="checkbox"/>
93			6.1.8 Develop the Arts on the Greenway (AOG) Facility	Medium Term	City should continue to invest in this building to not only preserve it but enhance the space (i.e. recent new roof, parking area improvements & new paint).	<input checked="" type="checkbox"/>
94				6.2 Fostering a Healthy Community	6.2.1 Implement Healthy Living Initiatives in All Projects	Short Term

95			6.2.2 Continue to Expand the Role of the Farmers Market and Community Garden in the Community	Short Term	Goal in Progress. Both groups have taken on new projects to enhance their spaces.	<input type="checkbox"/>
96	7.0 Policies, Marketing and Organization	7.1 Marketing and Recruitment Recommendations	7.1.1 Host a Strategic Vision Plan Launch Event	Short Term	The event was held on July 29, 2019 with 125 attendees and several nonprofit partners represented.	<input checked="" type="checkbox"/>
97			7.1.2 Create an Economic Development Marketing Package	Short Term	Economic Development Storymap has served as a good tool for recruitment. New videos, social media posts and website market Mount Holly.	<input checked="" type="checkbox"/>
98			7.1.3 Continue to Maintain the Economic Development Landing Page for Mount Holly (consider a specific URL)	Short Term	The City has updated this twice with full ED website expected in April 2025.	<input checked="" type="checkbox"/>
99			7.1.4 Meet with Key Regional Mixed-Use Developers	Short Term	Multiple meetings with mixed-use developers have seen a variety of office/residential projects come to fruition.	<input checked="" type="checkbox"/>
100			7.1.5 Host a Periodic Real Estate Roundtable	Medium Term	Worked with the Urban Land Institute (ULI) to host one such event that was really well attended in late 2019.	
101			7.1.6 Launch Individual Business Marketing Program	Medium Term	Staff attempted this through the Montcross Emerge Program but the details could not be agreed upon. Business Directory has been utilized in the past through the Mount Holly Chamber (GBA).	
102			7.1.7 Host an Annual Strategic Vision Plan Summit	Medium Term	Similar approach to the kickoff event under Goal 7.1.1; City Summit participation is key.	
103			7.2 Organizational Recommendations	7.2.1 Pursue North Carolina Main Street Status	Short Term	In staff's opinion, the City has outgrown the program. The Main Street Program would require a full-time staff member and NC Main Street staff would assist with a downtown plan, grant initiatives and other tools, which the City has already introduced.
104	7.2.2 Expand the Role of the Economic Development Committee	Short Term		The EDC was a volunteer group of 10 members. This group needs to be project-focused in order to achieve goals. Other groups, GBA/BOOMA have helped filled the void since the EDC was disbanded when the incentive grant program was suspended in early 2019.		
105	7.2.3 Reinvigorate the Role of the Mount Holly Community Development Foundation	Short Term		Goal in Progress. The MHCDF is in its 22 nd year of operation. Perhaps a resolution could be prepared to note this accomplishment	<input type="checkbox"/>	
106	7.2.4 Explore Relationship with Partners for Parks	Short Term		Partners for Parks was specified but all funding sources for		

					greenways and recreation should be explored.	
107			7.2.5 Consider Expanding City Planning/Economic Development Staff	Medium Term	The City hired a fulltime Economic Development Director in Sept. 2025 and new planning staff in February 2025.	<input checked="" type="checkbox"/>
108		7.3 Policy Recommendations	7.3.1 Establish Design Guidelines Document for Multi-Family and Mixed-Use Development	Short Term	Standards for multi-family developments have been developed.	<input checked="" type="checkbox"/>
109			7.3.2 Re-examine the Cost Benefit Analysis of Residential Annexation	Short Term	A thorough CBA process has been established.	<input checked="" type="checkbox"/>
110			7.3.3 Refine the Design Guidelines for Voluntary Annexations Into the City of Mount Holly	Short Term	As part of the Annexation Policy adopted these are part of the design matrix.	<input checked="" type="checkbox"/>
111			7.3.4 Clearly Define the Development Review Process	Short Term	The Annexation Policy clearly defines this process and is located in Appendix C of the 2020 Comp Land Use Plan.	<input checked="" type="checkbox"/>



Retreat Agenda Action Form

Meeting Date

February 28, 2025

From

Alexis Hill, Human Resources Director
Human Resources

2025 City Council Retreat Item # 4

Presentation from OneDigital Regarding Update on Self-Insurance

Will this require a public hearing?

No

Background/Purpose of Request

OneDigital is here to provide an update on where things are today since the transition to move to self-funded insurance in July 2024.

Fiscal Impact

None

Manager/Staff Recommendation

Attachments

1. Council Retreat 2.28 COMH Presentation



City of Mt. Holly Medical Plan Review



Discussion for February 28, 2025

- ❖ Medical Plan Performance & Budget Review
- ❖ Pharmacy Claim Insights and Cost Saving Programs
- ❖ Next Steps for 7/1/25 Renewal



Medical/Rx Claims Analytics

7 months data: July 2024-January 2025



*We have compiled data from two different sources at the carrier. While we do check the data for accuracy and reasonability, it does not always tie completely. There could be slight discrepancies in the report due to this. *The totals reflected in the following slides reflect claims net of Stop Loss Reimbursements.



3

City of Mount Holly

Monthly Plan Reporting - Medical and Pharmacy | ENROLLMENT AND PLAN COST
July 1, 2024 through January 31, 2025

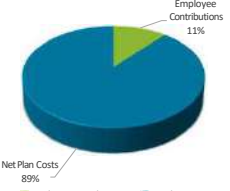
Calendar Month	Employee Member		Paid Claim Experience					Estimated Fixed Cost ²	Total Plan Cost			Budget			Employee Contributions	Net Plan Costs		
	Total	Total	Medical	Pharmacy	Other ¹	Stop-Loss	Net Claims	Cost ²	\$\$	PEPM	PEPY	\$\$	Difference	Loss Ratio	Contributions	\$\$	PEPM	PEPY
Jul-24	174	254	\$1,391	\$14,383	\$0	\$0	\$15,774	\$53,768	\$69,542	\$400	\$4,796	\$175,658	(\$106,116)	40%	\$22,479	\$47,063	\$270	\$3,246
Aug-24	172	252	\$51,558	\$44,669	\$0	\$0	\$96,227	\$53,307	\$149,534	\$869	\$10,433	\$174,156	(\$24,622)	86%	\$22,479	\$127,055	\$739	\$8,864
Sep-24	169	249	\$97,638	\$43,238	\$0	\$0	\$140,877	\$52,616	\$193,493	\$1,145	\$13,739	\$171,902	\$21,590	113%	\$22,479	\$171,014	\$1,012	\$12,143
Oct-24	173	252	\$135,809	\$45,896	\$0	\$0	\$181,705	\$53,204	\$234,908	\$1,358	\$16,294	\$174,145	\$60,764	135%	\$22,098	\$212,810	\$1,230	\$14,761
Nov-24	174	249	\$87,770	\$41,437	\$0	\$0	\$129,207	\$53,100	\$182,307	\$1,048	\$12,573	\$174,134	\$8,173	105%	\$21,717	\$160,590	\$923	\$11,075
Dec-24	173	248	\$170,034	\$23,968	\$0	(\$6,034)	\$187,969	\$52,870	\$240,839	\$1,392	\$16,706	\$173,383	\$67,456	139%	\$21,717	\$219,122	\$1,267	\$15,199
Jan-25	173	234	\$154,296	\$77,744	\$0	(\$10,560)	\$221,480	\$51,535	\$273,015	\$1,578	\$18,937	\$169,113	\$103,902	161%	\$19,582	\$253,433	\$1,465	\$17,579
Rolling 12	1,208	1,738	\$698,497	\$291,335	\$0	(\$16,594)	\$973,238	\$370,400	\$1,343,638	\$1,112	\$13,347	\$1,212,491	\$131,147	111%	\$152,551	\$1,191,087	\$986	\$11,832
2024 PY	1,208	1,738	\$698,497	\$291,335	\$0	(\$16,594)	\$973,238	\$370,400	\$1,343,638	\$1,112	\$13,347	\$1,212,491	\$131,147	111%	\$152,551	\$1,191,087	\$986	\$11,832

Fixed Cost Detail		2024 PY		
Administration	MedCost	\$43.00	PEPM	\$51,944
Telemedicine	Teladoc	\$0.00	PEPM	\$0
Specific Stop-Loss				
	EE Only	\$179.52	PEPM	
	EE + Sp	\$513.35	PEPM	
	EE + Ch	\$513.35	PEPM	\$308,997
	EE + Chm	\$513.35	PEPM	
	Family	\$513.35	PEPM	
\$75,000 ISL Med/Rx 12/12				
Aggregate Stop-Loss		\$7.83	PEPM	\$9,459
TOTAL				\$370,400

NOTES:


- 2024 Budget was based on 2023 premiums with NCLM at \$2.2M.
- Claims will level off as high cost claimants reach ISL \$75k.
- First Rx rebate will be paid by 3/31/25 based on contract guarantees. Additional amounts collected by Rx manufacturer in excess of guarantees will be paid 4/30/25

Employee Cost Share - 2024 PY



Employee Contributions: 11%
Net Plan Costs: 89%

Notes:
¹Other column contains Pharmacy Rebates (Maxxor).
²Estimated fixed costs contain other TPA misc. charges.



4

City of Mount Holly - Cumulative YTD Cost

Monthly - By Division

July 1, 2024 through January 31, 2025

Divisions	Employees	Medical	Pharmacy	Pay'd Health	Misc.	SL Credit	RxRebates	Fixed Cost	Total Cost	PEPM	Est. PMPM	% of Total
Administration	22	\$113,443	\$21,821	\$5,525	\$165	-\$8,114	\$0	\$45,687	\$178,528	\$1,198	\$837	13.3%
Retiree	9	\$92,313	\$39,173	\$2,596	\$78	-\$6,130	\$0	\$21,464	\$149,493	\$2,136	\$1,492	11.1%
Fire	38	\$112,747	\$57,806	\$10,161	\$304	\$0	\$0	\$84,015	\$265,031	\$967	\$676	19.7%
Parks & Recreation	6	\$6,841	\$11,481	\$1,632	\$49	\$0	\$0	\$13,491	\$33,494	\$761	\$532	2.5%
Planning	5	\$47,986	\$2,078	\$1,298	\$39	\$0	\$0	\$10,732	\$62,132	\$1,775	\$1,241	4.6%
Police	46	\$87,013	\$58,033	\$11,792	\$353	\$0	\$0	\$97,506	\$254,697	\$801	\$560	18.9%
Streets	17	\$22,254	\$23,948	\$4,227	\$127	\$0	\$0	\$34,955	\$85,511	\$750	\$524	6.4%
Utilities	12	\$39,090	\$2,174	\$3,004	\$90	\$0	\$0	\$24,836	\$69,194	\$854	\$597	5.1%
Waste-Water	3	\$4,609	\$1,130	\$816	\$24	\$0	\$0	\$6,746	\$13,325	\$606	\$423	1.0%
Water	7	\$109,427	\$16,993	\$1,817	\$54	-\$2,350	\$0	\$15,024	\$140,966	\$2,877	\$2,010	10.5%
Stom Water	1	\$1,687	\$17	\$260	\$8	\$0	\$0	\$2,146	\$4,118	\$588	\$411	0.3%
Utilities Admin	6	\$55,994	\$11,798	\$1,409	\$42	\$0	\$0	\$11,652	\$80,895	\$2,129	\$1,488	6.0%
Garbage	1	\$2,478	\$86	\$260	\$8	\$0	\$0	\$2,146	\$4,977	\$711	\$497	0.4%
COBRA	0	\$2,617	\$0	\$0	\$0	\$0	\$0	\$0	\$2,617	\$0	\$0	0.2%
Total	173	\$698,497	\$246,540	\$44,795	\$1,341	-\$16,594	\$0	\$370,400	\$1,344,979	\$1,113	\$778	100.0%



Rx Claims Analytics

5 months: July - November

*We have compiled data from two different sources at the carrier. While we do check the data for accuracy and reasonability, it does not always tie completely. There could be slight discrepancies in the report due to this. *The totals reflected in the following slides reflect claims net of Stop Loss Reimbursements.



Claims Summary

July – November 2024
July – November 2023

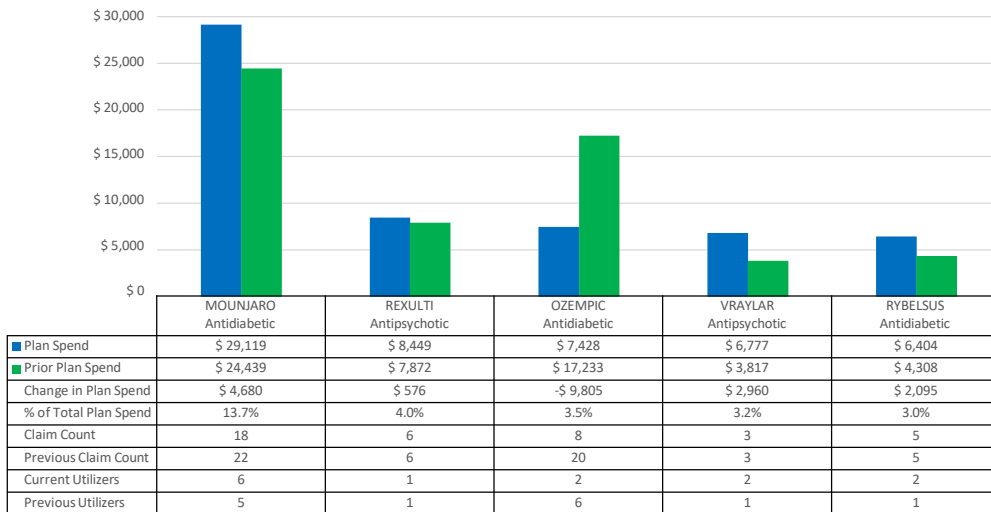
Claim Count 1.05k 1.09k -3% Variance	Brand Claim Count 153 195 -22% Variance	Specialty Claim Count 21 23 -9% Variance
Member Spend (\$) 18.01k 40.8k -56% Variance	Plan Spend (\$) 213.3k 247.1k -14% Variance	Specialty Spend (\$) 83.59k 105.3k -21% Variance
GDR - w/o Vaccines 88.1% 83.8% 5% Variance	Avg Cost/Rx (\$) 221 265 -17% Variance	Specialty % of Total Plan Spend 39.2% 42.6% -8% Variance



7

Top 5 Non-Specialty Products

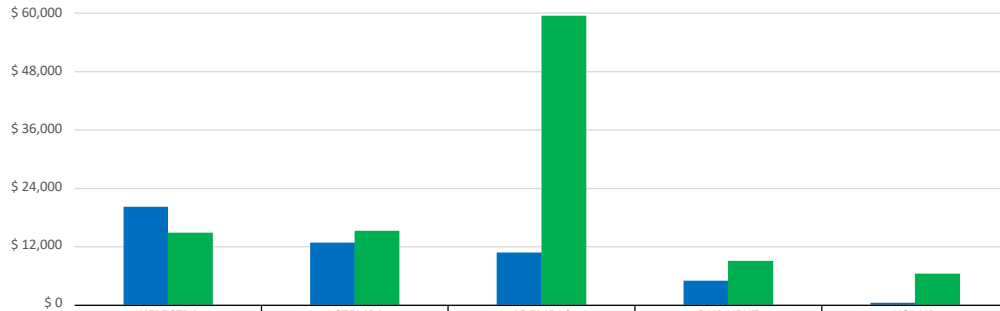
July – November 2024 vs. July – November 2023



8

Top 5 Specialty Products

July – November 2024 vs. July – November 2023

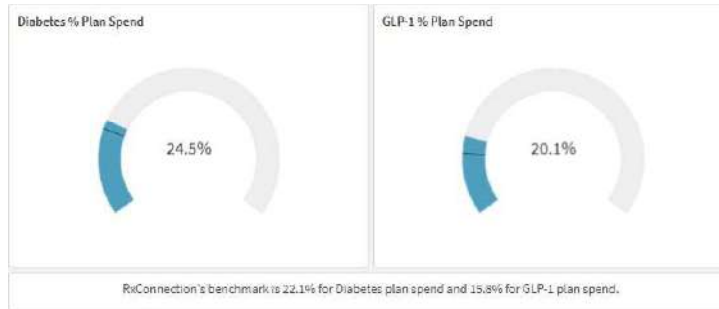


	INFLECTRA GI Agent	ACTEMRA Anti-inflammatory	ADEMPAS Cardiovascular Agent	DUPIXENT Dermatological	XOLAIR Antiasthmatic
■ Plan Spend	\$ 20,218	\$ 12,853	\$ 10,771	\$ 4,991	\$ 462
■ Prior Plan Spend	\$ 14,863	\$ 15,266	\$ 59,448	\$ 9,100	\$ 6,450
Change in Plan Spend	\$ 5,355	-\$ 2,413	-\$ 48,677	-\$ 4,109	-\$ 5,988
% of Total Plan Spend	9.5%	6.0%	5.0%	2.3%	0.2%
Claim Count	4	5	4	6	2
Previous Claim Count	4	5	5	4	4
Current Utilizers	1	1	1	4	1
Previous Utilizers	1	1	1	1	1



9

Diabetes/GLP-1 Plan Spend



Diabetes % Plan Spend 24.5% 22.7% 8% Variance	Diabetes Plan Spend (\$) 52.27k 55.96k -7% Variance	GLP-1 % Plan Spend 20.1% 33.5% -40% Variance
GLP-1 Plan Spend (\$) 42.95k 82.71k -48% Variance	Diabetes GLP-1 Plan Spend (\$) 42.95k 46.84k -8% Variance	Obesity GLP-1 Plan Spend (\$) 0 35.87k -100% Variance



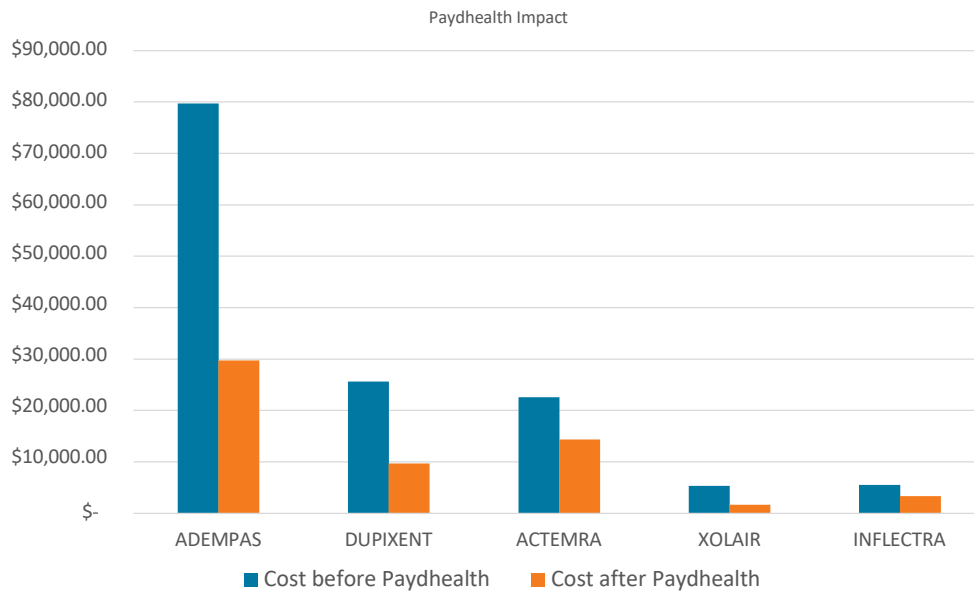
10

Clinical Program Review

Payd Health Impact: July – November 2024						
Impacted Claims	Total Claim Costs (Prior to Alternate Funding)	Alternate Funding	Cost Avoidance Fee	Gross Savings	Member Cost Share	Savings % of Total Cost
21	\$138,565	\$114,303	\$34,291	\$80,012	\$25	57.7%

RxConnection's RxDefender Impact: July – November 2024	
Claims Impacted	2
Cost Avoidance Savings	\$252

Payd Health 5 month Gross savings annualized is \$192,029



On The Road to Renewal



 ONEDIGITAL

13

- › Preliminary Stop Loss looks very good with 1% increase, pending final underwriting approval. Moving to mature contract.

- › Plan Considerations for 2025
 - › Retirees move to individual plans/HRA is set up to help pay for premiums
 - › Integrate Holista Network for episodes of care (ie Ortho)
 - › Implement International Rx sourcing and 340B pricing on high cost medications
 - › Implement Virta for pre-diabetes/obesity management

 ONEDIGITAL

14



Retreat Agenda Action Form

Meeting Date

February 28, 2025

From

Jonathan Blanton, City Manager
City Management

2025 City Council Retreat Item # 5

Policy Discussion on Funding to Non-Profit Organizations

Will this require a public hearing?

Background/Purpose of Request

Fiscal Impact

Manager/Staff Recommendation

Attachments

1. Funding to Non-Profits Retreat Packet
2. MOU with MHPF
3. MOU with MHCDF

Policy Discussion on Funding to Non-Profits



Jonathan Blanton
City Manager

1

2022 MOU's with Community Partners



2

Allowable Uses for Funding and Considerations

- To support activities that serve a public purpose.
- To support activities that the City is authorized by law to engage in.
- Proof of 501(c)(3) status
- \$1,000.00 or more to provide an audit.



3

NORTH CAROLINA
GASTON COUNTY

AGREEMENT REGARDING APPROPRIATION OF PUBLIC FUNDS
TO THE MOUNT HOLLY POLICE FOUNDATION

THIS AGREEMENT made and entered into this the ____ day of _____, 2022, by and between THE CITY OF MOUNT HOLLY, NORTH CAROLINA, hereinafter called “the City”; and MOUNT HOLLY POLICE FOUNDATION, INC., hereinafter called “the Foundation”;

WITNESSETH:

THAT, WHEREAS, the Parties wish to collaborate on efforts to include the Foundation receiving funds, from time to time, from the City pursuant to the authority in NCGS 160A-20.1, in order to “carry out any public purpose that the city is authorized by law to engage in.”

NOW, THEREFORE, in consideration of the mutual terms and provisions herein, the Parties do hereby agree as follows:

1. From time to time, the City may appropriate funds in its budget for the Foundation to spend exclusively on projects, services, or activities for the benefit of the citizens of Mount Holly in order to carry out any public purpose that the City is authorized by law to engage in.
2. Before receiving any particular appropriation, the Foundation shall provide a list of anticipated expenditures of such funds to the City Manager for his approval. The City Manager shall confirm that the anticipated expenditures meet the above public purpose requirement and all other laws governing the expenditure of public monies.
3. By no later than October 31 following the end of any fiscal year in which the Foundation received any appropriation of funds from the City, the Foundation shall provide a written accounting to the City Manager of all expenditures of the appropriated funds. If any balance remains at the end of any such fiscal year, the Foundation shall provide the City Manager an updated list of anticipated expenditures of such funds in the following fiscal year for his approval as outlined above and shall provide an accounting to the City Manager of all expenditures of the appropriated funds by no later than October 31 following the end of the fiscal year in which funds are spent.
4. In the alternative, the Foundation may present receipts or paid invoices to the City Manager documenting funds spent by the Foundation exclusively on projects, services, or activities for the benefit of the citizens of Mount Holly in order to carry out any public purpose that the City is authorized by law to engage in. The City Manager may reimburse the Foundation for any such projects, services, or activities out of funds the City has appropriated in its budget for the Foundation pursuant to this Agreement after confirming that the anticipated expenditures meet the above public purpose requirement

and all other laws governing the expenditure of public monies. The Parties agree that providing such receipts or paid invoices of funds previously spent by the Foundation satisfies the requirement to provide a written accounting to the City Manager as outlined above.

5. The Foundation acknowledges that it shall comply with the requirements of NCGS 55A-16-24 to provide certain financial statements for the public upon demand in any fiscal year in which the City appropriates to the Foundation over \$5,000.00.
6. In the event that the Foundation shall not spend any appropriated funds received as outlined above or in the event that the Foundation shall not provide a written accounting to the City Manager as outlined above, then upon written demand from the City Manager, the Foundation shall have thirty (30) days to return any unspent or unaccounted for appropriated funds.

IN WITNESS WHEREOF, the parties have caused the execution hereof the day and year first above written.

THE CITY OF MOUNT HOLLY

MOUNT HOLLY POLICE
FOUNDATION, INC.

By: _____
Bryan Hough, Mayor

By: _____ (SEAL)
Name:
Title:

Attest: _____
City Clerk

NORTH CAROLINA
GASTON COUNTY

AGREEMENT REGARDING APPROPRIATION OF PUBLIC FUNDS
TO THE MOUNT HOLLY COMMUNITY DEVELOPMENT FOUNDATION

THIS AGREEMENT made and entered into this the ____ day of _____, 2022, by and between THE CITY OF MOUNT HOLLY, NORTH CAROLINA, hereinafter called “the City”; and MOUNT HOLLY COMMUNITY DEVELOPMENT FOUNDATION, INC., hereinafter called “the Foundation”;

WITNESSETH:

THAT, WHEREAS, the Parties entered into a Memorandum of Understanding (“MOU”) dated November 8, 2010; and,

WHEREAS, the Parties entered into the First Amendment to Memorandum of Understanding dated _____; and,

WHEREAS, the Parties wish to extend further their collaboration efforts to include the Foundation receiving funds, from time to time, from the City pursuant to the authority in NCGS 160A-20.1, in order to “carry out any public purpose that the city is authorized by law to engage in.”

NOW, THEREFORE, in consideration of the mutual terms and provisions herein, the Parties do hereby agree as follows:

1. From time to time, the City may appropriate funds in its budget for the Foundation to spend exclusively on projects, services, or activities for the benefit of the citizens of Mount Holly in order to carry out any public purpose that the City is authorized by law to engage in.
2. Before receiving any particular appropriation, the Foundation shall provide a list of anticipated expenditures of such funds to the City Manager for his approval. The City Manager shall confirm that the anticipated expenditures meet the above public purpose requirement and all other laws governing the expenditure of public monies.
3. By no later than October 31 following the end of any fiscal year in which the Foundation received any appropriation of funds from the City, the Foundation shall provide a written accounting to the City Manager of all expenditures of the appropriated funds. If any balance remains at the end of any such fiscal year, the Foundation shall provide the City Manager an updated list of anticipated expenditures of such funds in the following fiscal year for his approval as outlined above and shall provide an accounting to the City Manager of all expenditures of the appropriated funds by no later than October 31 following the end of the fiscal year in which funds are spent.

4. In the alternative, the Foundation may present receipts or paid invoices to the City Manager documenting funds spent by the Foundation exclusively on projects, services, or activities for the benefit of the citizens of Mount Holly in order to carry out any public purpose that the City is authorized by law to engage in. The City Manager may reimburse the Foundation for any such projects, services, or activities out of funds the City has appropriated in its budget for the Foundation pursuant to this Agreement after confirming that the anticipated expenditures meet the above public purpose requirement and all other laws governing the expenditure of public monies. The Parties agree that providing such receipts or paid invoices of funds previously spent by the Foundation satisfies the requirement to provide a written accounting to the City Manager as outlined above.

5. The Foundation acknowledges that it shall comply with the requirements of NCGS 55A-16-24 to provide certain financial statements for the public upon demand in any fiscal year in which the City appropriates to the Foundation over \$5,000.00.

6. In the event that the Foundation shall not spend any appropriated funds received as outlined above or in the event that the Foundation shall not provide a written accounting to the City Manager as outlined above, then upon written demand from the City Manager, the Foundation shall have thirty (30) days to return any unspent or unaccounted for appropriated funds.

IN WITNESS WHEREOF, the parties have caused the execution hereof the day and year first above written.

THE CITY OF MOUNT HOLLY

MOUNT HOLLY COMMUNITY
DEVELOPMENT FOUNDATION, INC.

By: _____
Bryan Hough, Mayor

By: _____ (SEAL)
Name:
Title:

Attest: _____
City Clerk



Retreat Agenda Action Form

Meeting Date

February 28, 2025

From

City Management

2025 City Council Retreat Item # 6.1

Lunch and Department Presentations Begin

Will this require a public hearing?

Background/Purpose of Request

Fiscal Impact

Manager/Staff Recommendation

Attachments

None



Retreat Agenda Action Form

Meeting Date

February 28, 2025

From

Paul Lowe, Assistant Planning Director
Planning

2025 City Council Retreat Item # 7

Overview and Update on Public Arts Initiatives

Will this require a public hearing?

No

Background/Purpose of Request

Fiscal Impact

Manager/Staff Recommendation

Receive presentation from staff regarding public art initiatives.

Attachments

1. Overview & Update on Public Arts Initiatives



Overview and Update on Public Arts Initiatives

Paul Lowe, Assistant Planning
Director



Agenda:

- Plan Support for the arts
- Completed Projects
- Future/Proposed Projects



Plan Support for Arts Programming



6.1.5 Create a Public Art Commission

Lead: City of Mount Holly

Many communities have a Public Art Commission that serves on an ad-hoc basis to review public art proposals, unite the local art community, and foster the creation of a collection of high quality art in the public realm.

Using a Public Art Commission allows for the City of Mount Holly to rely on local expertise in reviewing, advocating, and developing public art projects in the public domain for the City. Such a commission fosters a structure in which to create, develop, and maintain public art as well as further public accessibility to the arts.

Typically members of a Public Art Commission have expertise in historic preservation, visual arts, architecture, or affiliation with a local business association or public entity.

6.1.6 Create a Public Art/Mural Ordinance

Lead: City of Mount Holly

Murals and public art will emerge as an integral part of the cultural expression in the City of Mount Holly. Murals will be created by artists of diverse cultural traditions and backgrounds. The intent of a public art/mural ordinance is to aid artists and others in understanding issues surrounding the creation of a mural or public art installation and to inform those interested in mural and public art projects of a permit process.

Typically such ordinances govern all public art pieces which are on public property or visible from a public thoroughfare within a municipality. In the case of Mount Holly, the Public Art Commission would be the reviewing body for all proposed public art. Artists or community groups who want to construct murals must also obtain permission from the property owner.

Typically with public art, the conservation and the maintenance of a publicly visible piece of art or mural on private property will be the responsibility of the property owner, while art within the public realm would be maintained by the City.

Strategic Vision Plan Update

Medium Term Recommendations

6.1.7 Consider a Percent for Arts Program

Lead: City of Mount Holly

The term Percent for Art refers to a program through city ordinance, where a fee, usually some percentage of the project cost, is placed on large scale development projects in order to fund and install public art. The details of such programs vary from area to area but are used to fund public art where private or specialized funding of public art is unavailable. Some programs allow developers to pay in-lieu fees to a public art fund as an alternative to placing art on site. Currently such programs exist in larger cities in North Carolina including Charlotte, Raleigh, Durham, and Chapel Hill.

6.1.8 Develop the Arts on the Greenway Facility

Lead: Gaston County Art Guild

The Massey Building adjacent to Mount Holly's City Hall is ideally suited for an arts facility designed for local artists to establish galleries, a local art studio, classes for the arts including a kiln for pottery, visual arts, and sculpture. This project would be an expansion of the Arts on Main program in Gastonia and could be run by the Gaston County Art Guild.



111

Completed Projects

City Funded:

- An outdoor gallery
- Two crosswalks
- Four murals
- Six sculptures
- Sixteen box wraps



Completed Projects



Completed Projects



Completed Projects



Completed Projects



Completed Projects



Completed Projects



Completed Projects



Completed Projects



Future/Proposed Projects

FY 24-25

- Ida Rankin Elem. Mural
- Rankin Avenue Crosswalk Mural
- Truist Mosaic Project
- One additional Creative Spaces Initiative location

FY 25-26 (Potential-Working with PAAC to Develop)

- Ransom Hunter Park, proposed sculpture installation
- New Mural (Location has not been identified-Potentially could be located at another school within the City-potentially Catawba Heights Elementary School)
- One additional Creative Spaces Initiative location



Questions & Comments???





Retreat Agenda Action Form

Meeting Date

February 28, 2025

From

Brian Reagan, Police Chief
Police Department

2025 City Council Retreat Item # 8

2024 in Review and Updates from the Police Department

Will this require a public hearing?

No

Background/Purpose of Request

Fiscal Impact

Manager/Staff Recommendation

Attachments

1. COUNCIL 2025 RET

2024 Police Department Highlights

City of Mount Holly
Staff Retreat
February 28, 2025



OUR STAFF



The police department is currently fully staffed, accounting for positions in the hiring process. This is a great achievement when compared to agency staffing levels in the county, state and nation. Staffing levels are directly attributed to the reputation of our agency along with the support we receive from our elected officials and city management. Competitive salaries along with budget requests approved by Mayor and Council have allowed us to attract qualified, knowledgeable candidates.

- 5 most recent hires possessed over 10 years of law enforcement experience each (these candidates also possessed their Advanced Law Enforcement Certificates)
- Patrol Division alone deploys close to 220 years of law enforcement experience

Department Stats



Violent crimes throughout the city decreased by 13% in 2024 from 2023.



Patrol Officers responded to a total of 37,844 Calls For Service. 1,004 Incident Reports were completed.



Police department cases saw a 77% closure rate throughout 2024. The national average is only 41.1%

CLOSED



A total of 381 arrests were made throughout this year.



A total of 2,563 traffic stops were conducted. As a result, 1,326 citations and 343 warnings were issued.

Community Outreach



Our department is fortunate to receive a high level of support consistently shown by our community. To show appreciation, we conduct several community outreach initiatives throughout the year. These initiatives include; Kid’s Camp, Cops & Bobbers, Shop With A Cop, and Mount Holly Middle School’s SAC Graduation.

New Projects



In 2024 we took on 2 significant projects. The first being a \$380,000 project to renovate and enhance our Communications Center. This project was made possible through 911 revenue funds and a fully funded grant. The police department was selected over 30 other agencies that submitted for this competitive grant process. Once completed, this investment will drastically improve radio signal strength and reception.

Our second major project was the exploration of a fleet lease program offered by Enterprise. Implementation of the fleet lease program will save costs on maintenance and repairs, and allow our staff to consistently operate safe and appealing vehicles. Participating in the lease program versus our past fleet purchase program appears to show a minimum savings of \$400,000 over 4 years.





Retreat Agenda Action Form

Meeting Date

February 28, 2025

From

Ryan Baker, Fire Chief
Fire Department

2025 City Council Retreat Item # 9

2024 Year in Review and Updates from the Fire Department

Will this require a public hearing?

No

Background/Purpose of Request

Fiscal Impact

Manager/Staff Recommendation

Attachments

1. 2025 Fire Department Update

Mount Holly Fire Department 2024 Annual Report

Presented by Chief Ryan Baker
February 2025



1

Serving
Since 1914



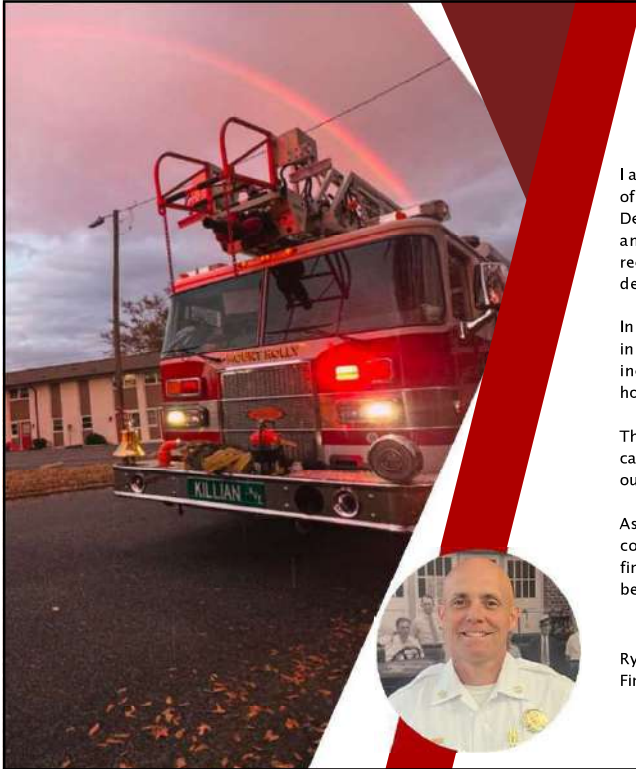
Mount Holly

Fire Department

2024 Report

Fire Chief Ryan Baker

2



Annual Report

I am honored to present the activities, run data, statistics, and accomplishments of the fire personnel who serve the citizens of Mount Holly. The Mount Holly Fire Department is grateful for the continuous support of the Mayor, Council, City Manager, and other departments. 2024 was a busy year for our department, as we experienced record call volumes for the fourth year in a row. We have seen fantastic growth as a department and city.

In 2024, we adjusted our staffing structure to include three Battalion Chiefs. This resulted in opportunities for others to be promoted within the department. This also significantly increased the safety of our citizens and firefighters. Having a chief officer on duty 24 hours a day helps with emergency and non-emergency incidents immediately.

The Mount Holly Fire Department responded to 2,358 calls. This includes 1,311 medical calls, and 1,047 were fire and assist-related calls. Each number represents someone in our community experiencing an unexpected need for help.

As we move into 2025, we will continue to provide a high level of service to the community in the most efficient manner possible. The safety of our citizens and firefighters is our highest priority. We are committed to making the fire department the best through training, education, and serving our city.

Ryan Baker
Fire Chief

3

Guiding Principles



Vision Statement

To protect the quality of life for present and future generations through interaction with our community by giving compassionate service in an atmosphere that encourages innovation, professionalism, and diversity.



Mission Statement:

Since 1914, Mount Holly Fire Department has provided the highest level of life and property protection. This is achieved through excellent and compassionate service with pride, honor, and integrity.

4

Promotions & Additions

Division Chiefs Promotions

Justin Westbrook
Patrick Mayhew
Blake Buchanan

Station Captain Promotions

Gaetano Leone
Hayden Kish

Training Captain

Kevin Baynard

New Hires

Brandon Clingerman
Andy Harris
Michael Kallam
U’Ryan Byers



5

Community Outreach & Education

- 14 Fire Prevention Programs
- 26 public events
- 1500 Activity Packs Distributed

Fire Marshal

- 149 Fire Inspections
- 123 Fire Plans Reviewed
- 418 Pre-Fire Plans Completed

2,208 Children Reached

485 Adults Reached

115 Seniors Reached

570 Staff Hours



6

Responding to the City's Needs

Total Calls: 2,358

Medical Calls: 1,311

Fire/Assist Calls: 1,047

From checking enroute
to arrival: 5:01



7

Fires & Rescues in 2024

25

Structure Fires

38

Hazardous Material

117

Vehicle Accidents

167

Service Assist Public

39

Vehicle/Brush/Other Fires

256

Fire Alarm Calls

10

Water Rescue Calls

31

Electrical Hazards / Powerline

8

Advancing Skills & Preparedness



Rope Rescue Training

8,712 Total Training Hours

Year 2024 Certifications



- 11 NC Technical Rescuer – Ropes
- 1 NC Technical Rescuer – Vehicle Rescue
- 4 NC Technical Rescuer – Water Rescue
- 6 NC Technical Rescuer – Structural Collapse
- 2 NC Technical Rescuer – Machine & Agriculture Equipment
- 1 NC Technical Rescuer – Confined Space
- 2 NC Fire Investigation Technician
- 1 NC Fire Officer Level 1
- 3 NC Fire Officer Level 3
- 2 NC Emergency Medical Technician



EXTRICATION TRAINING

9

New Apparatus

-  28ft Sea Ark boat with side scan sonar
-  Division Chief Truck
-  Tiller Ladder Truck



10

Looking Ahead 2025 Apparatus



**2024 Engine Company
North Fire Station**

Replacing a 2002 Engine Company





**2024 Engine Company
Catawba Heights**

Replacing a 1999 Engine Company





**New Tiller Ladder Truck
Killian Avenue**

Replacing a 1998 Ladder Truck



11

New Catawba Heights Station

Project
Planning

Land
Acquisition

Design

Construction




12



**Mount Holly
Fire Department**



Thank You

Any Questions?

13



Retreat Agenda Action Form

Meeting Date

February 28, 2025

From

Michelle Wood, Finance Director
Finance

2025 City Council Retreat Item # 10

Update and Upcoming Budget Priorities from the Finance Department

Will this require a public hearing?

No


Background/Purpose of Request

Fiscal Impact

Manager/Staff Recommendation


Attachments

1. Council Retreat 2025




Finance Update/Budget Priorities

City Council Retreat February 28, 2025




Michelle Wood – Finance Director



1

2024 Year in Review

- New Finance Software Upgrade was implemented in July 2024 – Conversion data pull, testing, etc. began in August 2023
- Accounts Receivable option implemented allowing Grand Hall invoicing, retiree invoicing, etc. Other departments will be added as needed
- Budget Award Recognition for Budget 2023-2024 budget submission
 - Currently our 2024-2025 budget is in review process being evaluated by volunteered viewers.
- Online Payment portal was upgraded allowing customers to connect and disconnect service and make payments for miscellaneous items
- Pay by phone and pay by text options were implemented in October 2024
- Online bill pay items were converted to ACH payments in November 2024
 - This has proven to be a huge benefit for our customers and our customer service staff



2

2024 Finance Statistics

- Number of online transactions- 42,613
- Number of accounts drafted- 24,000
- Number of transactions processed by office Staff- 103,200
- Number of payments via bill pay converted to ACH (3 months) - 1076
- Number of PO's issued- 620
- Number of Checks written – 3788 City 72 TDA
- Number of payments made via ACH – 324



3

Upcoming Budget Priorities

- Debt
 - New debt obligation for Charlotte Water- Enterprise Fund
 - Principal \$942,500 Interest \$316,788 – Total \$1,259,288
- Capital
 - General Fund Admin Maintenance - \$1,359,800
 - General Fund IT - \$93,500
 - Police - \$115,433
 - Fire - \$17,818,465
 - Streets/Solid Waste - \$800,000
 - Parks and Recreation - \$367,000
 - Planning - \$460,828
 - Enterprise Fund Admin Maintenance - \$296,000
 - Enterprise Fund Utilities Administration - \$5,510,000
 - Field Services - \$645,000
 - Water - \$450,000



4

Questions?



5



Retreat Agenda Action Form

Meeting Date

February 28, 2025

From

Eric Smallwood, Parks and Recreation Director
Parks and Recreation

2025 City Council Retreat Item # 11

Recreation Update and Discussion Regarding Capital Projects

Will this require a public hearing?

No

Background/Purpose of Request

Fiscal Impact

Manager/Staff Recommendation

Attachments

1. 2025 Retreat Slides - Parks and Recreation
2. 2018 ABC MEMO

Parks and Recreation

February 28, 2025



1

Capital Project Updates

- Tuckaseege Community Center Parking Lot Sealcoat
- Ransom Hunter Park
- Mountain Bike Trail Master Plan
- Mountain Bike Trail Construction
- Mountain Island Road Barricade
- Drywall Drive Design
- *Archway for Dutchman's Creek Greenway along HWY 27*
- *Blueway-Signage Plan and Production*



2

Belmont Rowing Club Update

— In 2024 BRC presented to the City of Mount Holly regarding possibly moving their HQ to Mount Holly. Tuckaseege Park was identified by the Club as a possible landing spot. Listed below are the steps that must happen first.

- Waste Water Treatment Plant Decommission
- Shoreline Reclassification
- Property Site Plan
- Water Access Development

- *Meeting currently scheduled with BRC for the week of February 10th*



5

ABC Fund

— At the 2018 City Council Retreat, a memorandum was provided that outlined a potential policy. No minutes or actions of the City Council were recorded, but it has been the practice to designate these funds for Parks and Recreation

- Possible options for this fund include:
 - Leverage for Financing
 - Allocation to Capital
 - Continue to Save

10-00-3842-891 ABC Revenue			
		Amendments to use funds	Balance YE
FY 2015	13,333.00		
FY 2016	129,999.00		
FY 2017	170,905.00		
FY 2018	230,111.20		\$544,348.20
FY 2019	254,154.00	121,369.20	677,133.00
FY 2020	226,670.00		\$903,803.00
FY 2021	180,000.00	621,000.00	462,803.00
FY 2022	280,271.00	0.00	743,074.00
FY 2023	355,022.85	0.00	1,098,096.85
FY 2024	449,683.80		1,547,780.65
FY 2025 to Date	223,685.61		1,771,466.26
	\$ 2,513,835.46		



6

Questions



7

Memo

To: Mayor and City Council
From: Danny J. Jackson, City Manager
Date: 2/13/2018
Re: 2018 City Council Retreat

Monday, February 19, 2018

Subject: Parks and Recreation

Mr. Mark Jusko (Parks and Recreation Superintendant) will provide information regarding ABC funds relating to the departmental budget. Mr. Jusko will also entertain a discussion with the City Council regarding ball fields.

Mr. Brian DuPont (Planner), Jonathan Wilson (Planner) and Mr. Mark Jusko, will provide information regarding the Northern Greenway, Dutchman's Creek Greenway and the Tuckaseege Park Greenway, respectively.

MEMO

To: Mayor and City Council

From: Mark Jusko

Date: February 19, 2018

Re: ABC funds as it relates to Parks & Recreation Budget

Mayor and Council:

As you may recall; approximately \$50,000 of ABC funds was spent last spring on the purchase of one scoreboard and the installation of the all three scoreboards at Tuckaseege Park, summer concert series, and the purchase of a trailer to transport the stage for special events.

Staff then took a step in being more proactive regarding the establishment of a policy to facilitate the use of future ABC proceeds. The policy was originally discussed with the Recreation Commission last fall. The Commission spoke of using the funds for upkeep of our current Parks & Recreation facilities, Special Events, and a capital purchase.

Staff then proposed that:

- 15% of the current year ABC funds be added to the maintenance & repair line item
- 35% of the current year ABC funds be added to the special events budget
- 50% of the current year ABC funds be added to the capital reserve balance

It is important to note that these percentages can be changed at any time, depending on the circumstances.

The Recreation Commission unanimously recommended this plan be sent to City Council at the Commission's January meeting.

Staff is looking to City Council for further direction.

Draft

City of Mount Holly Policy for use of ABC funds within Parks & Recreation

The purpose of this policy is to assist the City of Mount Holly Parks & Recreation and Finance Departments in budgeting current and future ABC proceeds for use within the Parks & Recreation Department. If adopted, this policy will begin with budget year 2018-19 on July 1, 2018.

The Parks & Recreation Department would like for the ABC proceeds to be budgeted towards current and future growth within the department.

The Parks & Recreation Department is proposing that a percentage of not to exceed 15% of the current fiscal year ABC proceeds be added to the upcoming fiscal year Parks & Recreation budget line item of Maintenance and Repair of Buildings and Grounds. This will help us keep our current parks and facilities up to a high standard.

The Parks & Recreation Department is also proposing that a percentage of not to exceed 35% of the current fiscal year ABC profits be added to the upcoming fiscal year Parks & Recreation budget line item of Community Services. This line item covers special events including but not limited to Food Truck Friday, Summer Concert Series, and Fireworks Celebration.

The Parks & Recreation Department is also proposing that the remaining 50% of the current fiscal year ABC proceeds be added to the total current balance of ABC funds and be placed into a reserve capital fund for Parks & Recreation. This will help address future needs in Parks & Recreation.



Retreat Agenda Action Form

Meeting Date

February 28, 2025

From

Matt Black, Economic Development Director
Economic Development

2025 City Council Retreat Item # 12

Veterans Park Discussion and Financing Options

Will this require a public hearing?

No

Background/Purpose of Request

Veterans Park Discussion and Financing Options

Fiscal Impact

Manager/Staff Recommendation

Attachments

1. First Tryon_Veterans Park_Agenda Packet



First Tryon Advisors
SIMPLIFYING PUBLIC FINANCE

City of Mount Holly, North Carolina
Development Model Discussion Materials

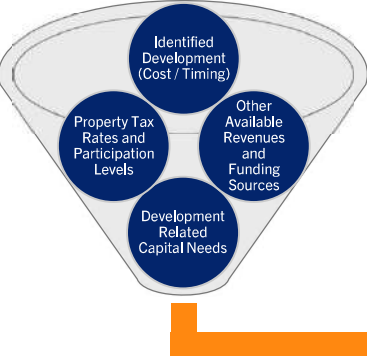
February 28, 2025

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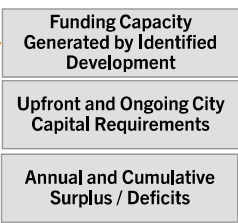
Development Model Overview


- First Tryon has worked with City staff to build a Development Model (the "Model") to help the City analyze the impact of prospective development within the City and the capacity to fund projects to support such development.
- The Model is an interactive and dynamic tool that allows the City to project new development and development related revenues based on different assumptions, as well as evaluate its ability to fund related infrastructure needs via debt, cash or third-party funding.

Inputs



Outputs



 First Tryon Advisors

1

1

Development Model Overview

- Within the Model, the City has the ability to assess the incremental property tax revenue generated from proposed developments.
 - Utilizing assumptions on development amount and timing of completion, as well as City and County property tax rates and participation levels, the City will be able to determine what amount of capital (if any) can be supported by these incremental revenues.
 - Surpluses and/or deficits associated with capital outlay and new property tax revenue generation are quantified to provide the City with an estimate of when the development will produce a net positive result to the City.

- The Model also has the functionality for the City to consider utilizing revenues / reserves from outside of the identified development to cover any shortfalls in upfront / ongoing capital or expenditures, including the following:
 - Capacity from the roll-off of existing debt
 - ABC revenues / accumulated fund balance
 - Powell Bill revenues / accumulated fund balance
 - TDA revenues / accumulated fund balance

- The Model will continue to evolve and be updated as new information becomes available, allowing the City to continuously assess the viability of proposed developments and its capacity to contribute to the overall development plan.



2

Development Model Example – Development Assumptions

- For illustrative purposes only, the following provides screenshots from the Model assuming:
 - private investment by a developer of \$25,000,000; and
 - an initial upfront financial commitment by the City of \$3 million in FY2025 to purchase land which it subsequently sells to a developer for \$1.5 million in FY2027.

Project List	Year in Service	New Taxable		
		Value	Discount Factor	% Utilized
New Development 1	2028	25,000,000	0.00%	100.00%

New Assessed Value		
Year	New AV	Cumulative AV
2025	-	-
2026	-	-
2027	-	-
2028	-	-
2029	-	-
2030	25,000,000	25,000,000
2031	-	25,000,000
2032	-	25,000,000
2033	-	25,000,000
2034	-	25,000,000
2035	-	25,000,000
2036	-	25,000,000
2037	-	25,000,000
2038	-	25,000,000
2039	-	25,000,000
2040	-	25,000,000

Tax Rates				
Fiscal Year	City	Tax Rate % Utilized		County
		City	County	
2025	40.50	100.00%	59.90	0.00%
2026	40.50	100.00%	59.90	0.00%
2027	40.50	100.00%	59.90	0.00%
2028	40.50	100.00%	59.90	0.00%
2029	40.50	100.00%	59.90	0.00%
2030	40.50	100.00%	59.90	0.00%
2031	40.50	100.00%	59.90	0.00%
2032	40.50	100.00%	59.90	0.00%
2033	40.50	100.00%	59.90	0.00%
2034	40.50	100.00%	59.90	0.00%
2035	40.50	100.00%	59.90	0.00%
2036	40.50	100.00%	59.90	0.00%
2037	40.50	100.00%	59.90	0.00%
2038	40.50	100.00%	59.90	0.00%
2039	40.50	100.00%	59.90	0.00%
2040	40.50	100.00%	59.90	0.00%



3

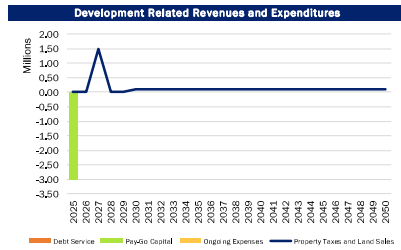
Development Model Example – Resulting Property Tax Revenues

- After taking into account the initial assessed value of the redeveloped property, the City begins realizing annual incremental property tax revenue of \$92,430 in FY2030.

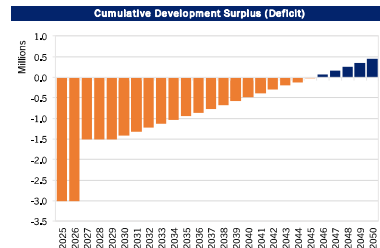
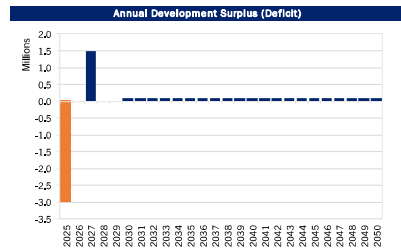
Fiscal Year	New Investment			Tax Rates		Revenue Projection			Surplus Revenues		
	New Investment	Less: Initial AV	AV Increment	Adjusted City Tax Rate	Adjusted County Tax Rate	City	County	Total	City	County	Total
2025	-	2,177,820	-	40,50	0,00	-	-	-	-	-	-
2026	-	2,177,820	-	40,50	0,00	-	-	-	-	-	-
2027	-	2,177,820	-	40,50	0,00	-	-	-	-	-	-
2028	-	2,177,820	-	40,50	0,00	-	-	-	-	-	-
2029	-	2,177,820	-	40,50	0,00	-	-	-	-	-	-
2030	25,000,000	2,177,820	22,822,180	40,50	0,00	92,430	-	92,430	-	136,705	136,705
2031	25,000,000	2,177,820	22,822,180	40,50	0,00	92,430	-	92,430	-	136,705	136,705
2032	25,000,000	2,177,820	22,822,180	40,50	0,00	92,430	-	92,430	-	136,705	136,705
2033	25,000,000	2,177,820	22,822,180	40,50	0,00	92,430	-	92,430	-	136,705	136,705
2034	25,000,000	2,177,820	22,822,180	40,50	0,00	92,430	-	92,430	-	136,705	136,705
2035	25,000,000	2,177,820	22,822,180	40,50	0,00	92,430	-	92,430	-	136,705	136,705
2036	25,000,000	2,177,820	22,822,180	40,50	0,00	92,430	-	92,430	-	136,705	136,705
2037	25,000,000	2,177,820	22,822,180	40,50	0,00	92,430	-	92,430	-	136,705	136,705
2038	25,000,000	2,177,820	22,822,180	40,50	0,00	92,430	-	92,430	-	136,705	136,705
2039	25,000,000	2,177,820	22,822,180	40,50	0,00	92,430	-	92,430	-	136,705	136,705
2040	25,000,000	2,177,820	22,822,180	40,50	0,00	92,430	-	92,430	-	136,705	136,705

4

Development Model Example – Dashboard Outputs



- For FY2025 and FY2026, the City is out of pocket the \$3 million from the initial property purchase.
- In FY2027, the City's deficit is reduced to \$1.5 million due to the sale of property.
- The City begins realizing annual incremental property tax revenue of \$92,430 in FY2030.
- The development related revenues / expenditures have a projected breakeven point of FY2046.



5



First Tryon Advisors

SIMPLIFYING PUBLIC FINANCE

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MSRB Registrant

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6



Retreat Agenda Action Form

Meeting Date

February 28, 2025

From

City Management

2025 City Council Retreat Item # 13

Break

Will this require a public hearing?

Background/Purpose of Request

Fiscal Impact

Manager/Staff Recommendation

Attachments

None



Retreat Agenda Action Form

Meeting Date

February 28, 2025

From

Matt Black, Economic Development Director
Economic Development

2025 City Council Retreat Item # 14

Potential New Committee Discussion

Will this require a public hearing?

No


Background/Purpose of Request

Fiscal Impact


Manager/Staff Recommendation

Attachments


1. Committee Discussion



Creating an Impactful Committee



City of Mount Holly
Staff Retreat
February 28, 2025



1

Objective	
<ul style="list-style-type: none">•Discuss potential and existing committees.•Emphasize the importance of creating impactful and meaningful boards.	<ol style="list-style-type: none">1. Purpose2. Key Players3. Financial Resources4. Type of Board5. Open Discussion

2

<h2>Purpose</h2>	
<p>Question:</p> <ul style="list-style-type: none"> • What should be the primary purpose of each committee? <p>Prompt:</p> <ul style="list-style-type: none"> • Define the mission and vision for each group. • Identify measurable outcomes. <p>Examples:</p> <ul style="list-style-type: none"> • Revitalizing key spaces (e.g., former middle school auditorium). • Supporting economic growth and downtown vibrancy. 	<ol style="list-style-type: none"> 1. Purpose 2. Key Players 3. Financial Resources 4. Type of Board 5. Open Discussion

3

<h2>Key Players</h2>	
<p>Question:</p> <ul style="list-style-type: none"> • Who should be involved in these committees? <p>Prompt:</p> <ul style="list-style-type: none"> • Ensure representation from diverse backgrounds. • Include key stakeholders (e.g., business leaders, residents, experts). <p>Examples:</p> <ul style="list-style-type: none"> • Local business owners. • Community advocates. • Subject matter experts. 	<ol style="list-style-type: none"> 1. Purpose 2. Key Players 3. Financial Resources 4. Type of Board 5. Open Discussion

4

Financial Resources	
<p>Question:</p> <ul style="list-style-type: none"> • What financial resources should be allocated to ensure effectiveness? <p>Prompt:</p> <ul style="list-style-type: none"> • Determine funding for training, events, and projects. <p>Examples:</p> <ul style="list-style-type: none"> • Marketing initiatives. • Event hosting and logistics. 	<ol style="list-style-type: none"> 1. Purpose 2. Key Players 3. Financial Resources 4. Type of Board 5. Open Discussion


5

Type of Board	
<p>Question:</p> <ul style="list-style-type: none"> • How do we ensure sustained engagement and regular meetings? <p>Prompt:</p> <ul style="list-style-type: none"> • Determine meeting frequency and reporting requirements. • Establish expectations for member participation. <p>Examples:</p> <ul style="list-style-type: none"> • Quarterly meetings. • Annual reports to City Council. 	<ol style="list-style-type: none"> 1. Purpose 2. Key Players 3. Financial Resources 4. Type of Board 5. Open Discussion

6

<h2>Open Discussion</h2>	
<p>Questions:</p> <p>What metrics should we use to measure the impact of each committee's work?</p> <p>What specific city challenges or opportunities should each committee address?</p> <p>How do we ensure these committees remain effective and relevant over time?</p> <p>How can committees collaborate with one another to avoid duplication and maximize resources?</p>	<ol style="list-style-type: none">1. Purpose2. Key Players3. Financial Resources4. Type of Board5. Open Discussion

7



8



Retreat Agenda Action Form

Meeting Date

February 28, 2025

From

Greg Beal, Planning Director
Planning

2025 City Council Retreat Item # 15

Policy Discussion Regarding Food Trucks in Mount Holly

Will this require a public hearing?

No

Background/Purpose of Request

In 2003, the City created a Mobile/Co-existing and Temporary Use Ordinance to handle food trucks and sales trucks that were setting up operations in various parking lots throughout the City. The City was likely one of the first municipalities to tackle such an ordinance, requiring that the applicant submit a site plan and receive a special use permit from the City's Board of Adjustment. To my knowledge, there have only been five approvals for food trucks through this ordinance in over 20 years, including P.C.'s BBQ (Broomer's Car Wash), a Mexican Food Truck (Gateway Area), a food truck that did not open (current Taco Bell location), Rodney William's approval of food trucks at Manor on Main and finally, Jonathan Todd's food truck/detached kitchen container approval. Of these, only two have operated, but others have plans to open.

Planning staff has done an excellent job of analyzing eighteen (18) other towns in NC that have specific ordinance requirements for food trucks, mobile or temporary uses. Of these, only Harrisburg has a similar approach of requiring a special use permit for approval. This relays that Mount Holly's process is typically not standard, and perhaps Council could consider allowing administrative approval under the ordinance, which is a much less cumbersome process for the applicant. In other words, the ordinance would remain the same, but instead of a 2+ month process from time of submittal and paying of appropriate fees, to advertising of the evidentiary hearing, to having the hearing and issuing the special use permit, the applicant would simply work for approval through Planning staff, just like almost every other business in Mount Holly.

The main issue seems to be food trucks parking in the public right-of-way or particularly, in parallel public parking spaces in Downtown, most often along South Main Street. Planning staff took an ordinance to address this on May 13, 2019, and Council stated, by majority, that this ordinance was not needed. It is a fact that the current ordinance only addresses food trucks and the like on private property. There are no current regulations to prohibit this. When compared to other towns, the eighteen (18) towns researched, eight (8) had strict provisions not to park in public parking spaces, public parking lots and/or within the public right-of-way. Other towns either did not regulate this, similar to the City of Mount Holly's current ordinance, or they allowed it.

Since regulating food trucks in public parking spaces through ordinances would require a great deal

of staff time to enforce, and given Council was not interested in doing this in 2019, the question is, "Does the City want to simply specifically allow food trucks on a first come/first serve basis for parallel parking or prohibit them in public parking spaces altogether?" It is staff's opinion that the ordinance needs to include to allow or not to allow. The North Main Parking Lot prohibits blocking or reserving spaces there for any business. Regardless, all food trucks should have appropriate health department permits, and if they do not, then they could be cited for noncompliance, as this is a health and safety issue.

Fiscal Impact

N/A

Manager/Staff Recommendation

This is a discussion item, awaiting Council's direction. Planning staff would recommend changing the special use process to allow administrative approval of mobile, co-existing or temporary uses (food trucks), as well as stating clearly whether or not food trucks are allowed to park in the public right-of-way or within public parking spaces along streets.

Attachments

1. City Council Retreat 2025_Food Truck Discussion
2. Note 25 Coexisting, Mobile and Temporary Uses

Policy Discussion Regarding Food Trucks in Mount Holly

City Council Retreat
February 28, 2025



Food Trucks in the early 2000s



- In the early 2000s, there was one food truck operating in Mount Holly.
- PC's BBQ operated a food truck/trailer at Broomer's Car Wash.
- While PC's BBQ operated a clean and well-loved food service, the City began to be inundated with food trucks and sales vans.
- Also, the high traffic generated from Broomer's and P.C.'s BBQ, was a cause of several accidents, which were a concern.



Council Takes Action

- One main concern was that other food trucks were not properly inspected and approved by the Gaston County Health Department.
- Other concerns were that people were literally selling used clothing and shoes out of the back of vans.
- The 2003 Vision Process had just been completed, and the City was sensitive how unpermitted or unregulated uses would impact businesses and the aesthetics of Mount Holly.
- Council instructed staff to deal with these types of uses, but there was not a lot of example ordinances at this time.
- Ultimately, the City adopted Note 25 in the Zoning Ordinance entitled, *Coexisting, Mobile and Temporary Uses*.



What Note 25 requires of the applicant



- All persons seeking to operate a mobile, temporary or co-existing use, must apply for a Special Use Permit.
- The Special Use Permit application, to be heard by the BOA, requires that the applicant submit a site plan, with parking, ingress/egress, location of use, location of any buildings, and the nature of the requested use.
- The applicant is required to appear before the Board of Adjustment for approval or denial of a special use permit for the coexisting use.
- In 2021, the ordinance was amended to allow Detached Kitchen Containers in the B-1 CBD (Downtown), as requested by Jonathan Todd. Those kitchen containers have specific recommendations as well.
- In over 20 years since the Coexisting, Mobile and Temporary Use Ordinance was adopted, staff can only recall five food truck operations being applied for and approved. This includes P.C.'s BBQ, a Mexican Food Truck in the South Gateway, a food truck on the Taco Bell property (prior to), which never came to fruition, the Manor on Main's request for up to 20 food trucks & The Summit's more recent approvals.



Concerns surrounding Food Trucks

- Complaints on the allowance of food trucks persists by brick & mortar restaurants.
- Complaints from applicant food truck operators on the cumbersome nature of the Mount Holly Zoning Ordinance.
- Complaints received from other downtown business owners when food trucks block parking spaces.



Benefits of Food Trucks



- **Economic Development:** Food trucks can help diversify a town's economy and create jobs.
- **Community Development:** Food trucks can help fill gaps in communities where there aren't many restaurants.
- **Support for New Businesses:** Food trucks can support the growth of new businesses and entrepreneurs.
- **Collaboration with Other Businesses:** Food trucks can create opportunities for collaboration with nearby businesses.
- **Foot Traffic:** Food trucks can boost foot traffic and lead customers to discover new restaurants.
- **Innovation:** Food trucks can push restaurants to innovate.

Parking in the public right-of-way

- Mount Holly City Council took no action on proposed ordinance in May 2019 to regulate food trucks/mobile vendors in public right-of-way. Said it was not needed.
- Planning staff reviewed food truck ordinances from 18 towns in NC.
- 16 of these towns require a separation requirement (i.e. 15' from a fire hydrant or 25' from another food vendor, 75' from a restaurant entrance).
- 18 towns have 29 different regulations for food truck (i.e. ventilation and generator requirements, private property owner approval, require display of all applicable permits).
- Only one of the 18 towns require a special use permit, similar to the City of Mount Holly (Harrisburg).
- 12 of the 18 towns require a permit from the local government (i.e. business, temporary use or zoning permit).
- 8 of the 18 towns prohibit food truck parking in the public right-of-way or within public parking spaces.
- The remainder do not address public parking spaces, only state that vehicular and pedestrian traffic shall not be impeded.



Final Comments/Questions/Open Discussion



Current ordinance regulating Food Trucks and similar uses in the City of Mount Holly

Note 25, Coexisting, Mobile and Temporary Uses.

(A) *Intent.* To provide greater flexibility in the review and regulation of coexisting uses that seek to operate in the Zoning Jurisdiction of the City of Mount Holly. Each person seeking a special use permit to operate a coexisting use, defined as a mobile or temporary business operation that exists together, in the same place, on the same commercially zoned property, as an existing business operation, shall be subject to the rules and procedures outlined in § 12.6, Special Use Permits, of the Zoning Ordinance.

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

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

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

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

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

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

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

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

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

(2) It is important to note that the applicant must provide the required information to the City of Mount Holly Planning and Zoning Department no later than 20 days before the next scheduled Board of Adjustment meeting.

(3) The applicant is required to appear before the Board of Adjustment for approval or denial of a special use permit for the coexisting use, with the owner of the property, on which the proposed coexisting use is to be located. If the property owner is for some reason unable to attend the Board of Adjustment meeting, he or she may submit a written letter, stating his or her consent for the coexisting use, to the applicant, which shall be made available to the Board.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(D) *Prohibited conduct.*

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

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

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

(c) Fail to carry and display at all times the permit issued under this article;

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

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

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

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

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

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

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

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

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

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

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

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



Retreat Agenda Action Form

Meeting Date

February 28, 2025

From

Jonathan Blanton, City Manager
City Management

2025 City Council Retreat Item # 16

Update on the Relocation of the History Museum to the Municipal Complex

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

Will this require a public hearing?

No

Background/Purpose of Request

Fiscal Impact


Manager/Staff Recommendation

Attachments

1. Update on Relocation of the History Museum Retreat Packet
2. Offer from RTF Property Management

Update on the Relocation of the History Museum

Jonathan Blanton
City Manager




1

Update on Offers for 131 South Main

\$500,000.00 from RTR Property Management

Discussion Regarding the Upset Bid Process



2



AGREEMENT FOR PURCHASE AND SALE OF IMPROVED REAL PROPERTY

THIS AGREEMENT, including any and all addenda attached hereto ("Agreement"), is by and between RTR PROPERTY MANAGEMENT LLC, NC LLC ("Buyer"), and The City of Mount Holly, NC NC Municipal Corporation ("Seller").

(NOTE: If the Buyer or Seller is an entity, in order to form a binding agreement and complete a transaction, the entities listed as Buyer or Seller in this Agreement should be validly formed and in good standing with the Secretary of State in the State of formation of the entity.)

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Terms and Definitions: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "Property": (Address) 131 South Main Street Mount Holly, NC 28120

Plat Reference: Lot(s) , Block or Section , as shown on Plat Book or Slide at Page(s) , County, consisting of acres.

If this box is checked, "Property" shall mean that property described on Exhibit A attached hereto and incorporated herewith by reference,

(For information purposes: (i) the tax parcel number of the Property is: PID #123809 ; and, (ii) some or all of the Property, consisting of approximately .24 acres, is described in Deed Book 0958 , Page No. 0614 , Gaston County.)

together with all buildings and improvements thereon and all fixtures and appurtenances thereto and all personal property, if any, itemized on Exhibit A.

\$ 500,000.00 (b) "Purchase Price" shall mean the sum of Five Hundred Thousand Dollars,

payable on the following terms: \$ 25,000.00 (i) "Earnest Money" shall mean Twenty-Five Thousand Dollars or terms as follows:

The Earnest Money shall be deposited in escrow with City Clerk Mount Holly, NC (name of person/entity with whom deposited- "Escrow Agent") within five (5) calendar days of the Contract Date, to be applied as part payment of the Purchase Price of the Property at Closing, or disbursed as agreed upon under the provisions of Section 10 herein. Should Buyer fail to deliver the Earnest Money by the date required hereunder, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which

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STANDARD FORM 580-T Revised 7/2023 © 7/2024

Buyer Initials BR Seller Initials

the payment is drawn, Buyer shall have one (1) banking day after written notice of such dishonor to deliver cash, official bank check, wire transfer or electronic transfer to the Escrow Agent. If Buyer fails to deliver the required funds within one (1) banking day after written notice, then Seller may terminate this Agreement by written notice to Buyer at any time thereafter, provided Seller has not then received acknowledgement by Escrow Agent of its receipt of funds from Buyer. If the Escrow Agent has not delivered to the Seller the acknowledgement of Earnest Money on the last page of this Agreement by the calendar day following the date the Earnest Money is required to be delivered hereunder, it shall be presumed that the Earnest Money was not delivered by the required time (unless, upon the written request of Seller, Escrow Agent can provide proof of its receipt of the Earnest Money by the required time). Buyer and Seller consent to the disclosure by the Escrow Agent, to the parties to this Agreement, the Broker(s) and any Buyer lender, of any material facts pertaining to the Earnest Money.

ANY EARNEST MONEY DEPOSITED BY BUYER IN A TRUST ACCOUNT MAY BE PLACED IN AN INTEREST BEARING TRUST ACCOUNT, AND: (check only ONE box)

ANY INTEREST EARNED THEREON SHALL BE APPLIED AS PART PAYMENT OF THE PURCHASE PRICE OF THE PROPERTY AT CLOSING, OR DISBURSED AS AGREED UPON UNDER THE PROVISIONS OF SECTION 10 HEREIN. (Buyer's Taxpayer Identification Number is: _____)

ANY INTEREST EARNED THEREON SHALL BELONG TO THE ACCOUNT HOLDER IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

(ii) Delivery of a promissory note secured by a deed of trust, said promissory note in the amount of \$ _____ Dollars being payable over a term of _____ years, with an amortization period of _____ years, payable in monthly installments of principal, together with accrued interest on the outstanding principal balance at the rate of _____ percent (_____ %) per annum in the amount of \$ _____, with the first principal payment beginning on the first day of the month next succeeding the date of Closing, or such other terms as may be set forth on **Exhibit B**. At any time, the promissory note may be prepaid in whole or in part without penalty and without further interest on the amounts prepaid from the date of such prepayment. (NOTE: In the event of Buyer's subsequent default upon a promissory note and deed of trust given hereunder, Seller's remedies may be limited to foreclosure of the Property. If the deed of trust given hereunder is subordinated to senior financing, the material terms of such financing must be set forth on Exhibit B. If such senior financing is subsequently foreclosed, the Seller may have no remedy to recover under the note.)

(iii) Cash balance of Purchase Price, at Closing in the amount of Four Hundred Seventy-Five Thousand Dollars. \$ 475,000.00

Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of any loan Buyer intends to obtain in connection with the transaction contemplated by this Agreement. (Note: Buyer's obligations under this Agreement are not conditioned upon obtaining or closing any loan. Therefore, Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Examination Period allows sufficient time for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.)

(c) "Closing" shall mean the date of completion of the process detailed in Section 11 of this Agreement. Closing shall occur on or before _____ or **30 days from the end of Examination Period** _____.

(d) "Contract Date" means the date this Agreement has been fully executed by both Buyer and Seller.

(e) "Examination Period" shall mean the period beginning on the first day after the Contract Date and extending through 5:00pm (based upon time at the locale of the Property) on _____.

Buyer Initials DS
BR _____ Seller Initials _____ Page 2 of 9

60 Days from Contract Execution by Both Parties

TIME IS OF THE ESSENCE AS TO THE EXAMINATION PERIOD.

(f) **"Broker(s)"** shall mean:

_____ **MECA Commercial Real Estate** ("Listing Agency"),
 _____ **Samuel Kline** ("Listing Agent" - License # **286840**)
 Acting as: Seller's Agent; Dual Agent
 and _____ **N/A** ("Selling Agency"),
 _____ **N/A** ("Selling Agent" - License # **N/A**)
 Acting as: Buyer's Agent; Seller's (Sub) Agent; Dual Agent

(g) **"Seller's Notice Address"** shall be as follows:

PO Box 406
Mount Holly, NC 28120-0406
 e-mail address: **jonathan.blanton@mtholly.us** fax number: _____
 except as same may be changed pursuant to Section 12.

(h) **"Buyer's Notice Address"** shall be as follows:

125 S Main Street
Mount Holly, NC 28120
 e-mail address: **billy.rick@rtrrenovations.com** fax number: _____
 except as same may be changed pursuant to Section 12.

- (i) If this block is marked, additional terms of this Agreement are set forth on Exhibit B attached hereto and incorporated herein by reference. **(Note: Under North Carolina law, real estate agents are not permitted to draft conditions or contingencies to this Agreement.)**
- (j) If this block is marked, additional terms of this Agreement are set forth on the Additional Provisions Addendum (Form 581-T) attached hereto and incorporated herein by reference.
- (k) If this block is marked, additional terms of this Agreement are set forth on the Back Up Agreement Addendum (Form 581A-T) attached hereto and incorporated herein by reference.

Section 2. Sale of Property and Payment of Purchase Price: Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price.

Section 3. Proration of Expenses and Payment of Costs: Seller and Buyer agree that all property taxes (on a calendar year basis), leases, rents, mortgage payments and utilities or any other assumed liabilities as detailed on attached **Exhibit B, and/or Exhibit C, as applicable**, if any, shall be prorated as of the date of Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Agreement, excise tax (revenue stamps), any deferred or rollback taxes, and other conveyance fees or taxes required by law, any fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration; any fees imposed by an owners' association and/or a management company as agent of the owners' association in connection with the transaction contemplated by this Agreement other than those fees required to be paid by Buyer in this Section 3 below, and the following:

Buyer shall pay recording costs, costs of any title search, title insurance, survey, the cost of any inspections or investigations undertaken by Buyer under this Agreement, charges required by an owners' association declaration to be paid by Buyer for Buyer's future use and enjoyment of the Property, including, without limitation, working capital contributions, membership fees, or charges for Buyer's use of the common elements and/or services provided to Buyer, any costs or charges for determining restrictive covenant

Buyer Initials DS
BR _____ Seller Initials _____

compliance, and the following:

Each party shall pay its own attorney's fees.

Section 4. Deliveries: Seller agrees to use best efforts to deliver to Buyer, as soon as reasonably possible after the Contract Date, copies of all material information relevant to the Property in the possession of Seller, including but not limited to: title insurance policies (and copies of any documents referenced therein), surveys, soil test reports, environmental surveys or reports, site plans, civil drawings, building plans, maintenance records and copies of all presently effective warranties or service contracts related to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys. If Buyer does not consummate the Closing for any reason other than Seller default, then Buyer shall return to Seller all hard copy materials delivered by Seller to Buyer pursuant to this Section 4 (or Section 7, if applicable), if any, and shall, upon Seller's request, following release of the Earnest Money, provide to Seller copies of (subject to the ownership and copyright interests of the preparer thereof) any and all studies, reports, surveys and other information relating directly to the Property prepared by or at the request of Buyer, its employees and agents, without any warranty or representation by Buyer as to the contents, accuracy or correctness thereof. Notwithstanding the above provisions regarding delivery and return of information and documentation, should there exist a separate non-disclosure, confidentiality, or similar agreement between Buyer and Seller, the terms of which conflict with this provision insofar as delivery and return of information and documentation, then the terms of such non-disclosure, confidentiality, or similar agreement shall control as to the delivery and return of information and documentation.

Section 5. Evidence of Title: Seller agrees to convey fee simple insurable title to the Property without exception for mechanics' liens, free and clear of all liens, encumbrances and defects of title other than: (a) zoning ordinances affecting the Property, (b) Leases (as defined in Section 7, if applicable) and (c) specific instruments on the public record at the Contract Date agreed to by Buyer (not objected to by Buyer prior to the end of the Examination Period), which specific instruments shall be enumerated in the deed referenced in Section 11 (items 5(a), 5(b) and 5(c) being collectively "Permitted Exceptions"); provided that Seller shall be required to satisfy, at or prior to Closing, any encumbrances that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages or statutory liens. Seller shall not enter into or record any instrument that affects the Property (or any personal property listed on **Exhibit A**) after the Contract Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 6. Conditions: This Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon fulfillment (or waiver by Buyer, whether explicit or implied) of the following conditions:

(a) **Title Examination:** After the Contract Date, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property before the end of the Examination Period. In the event that such title examination shall show that Seller's title is not fee simple insurable, subject only to Permitted Exceptions, then Buyer shall promptly notify Seller in writing of all such title defects and exceptions, in no case later than the end of the Examination Period, and Seller shall have thirty (30) days to cure said noticed defects. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, then Buyer may terminate this Agreement and receive a return of Earnest Money (notwithstanding that the Examination Period may have expired). If Buyer is to purchase title insurance, the insuring company must be licensed to do business in the state in which the Property is located. Title to the Property must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions.

(b) **Same Condition:** If the Property is not in substantially the same condition at Closing as of the date of the offer, reasonable wear and tear excepted, then the Buyer may (i) terminate this Agreement and receive a return of the Earnest Money or (ii) proceed to Closing whereupon Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property.

(c) **Inspections:** Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, conducting timber cruises, and surveying the Property; provided, however, that Buyer shall not conduct any invasive testing of any nature without the prior express written approval of Seller as to each specific invasive test intended to be conducted by Buyer. Buyer shall conduct all such on-site inspections, examinations, testing, timber cruises and surveying of the Property in a good and workmanlike manner, at Buyer's expense, shall repair any damage to the Property caused by Buyer's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Seller's or any tenant's use and enjoyment of the Property. In that respect, Buyer shall make reasonable efforts to undertake on-site inspections outside of the hours Seller's or any tenant's business is open to the public. Buyer

Buyer Initials ^{ds} BR _____ Seller Initials _____

shall provide Seller or any tenant (as applicable) reasonable advance notice of and Buyer shall cause its agents or representatives and third party service providers (e.g. inspectors, surveyors, etc.) to give reasonable advance notice of any entry onto the Property. Buyer shall be obligated to observe and comply with any terms of any tenant lease which conditions access to such tenant's space at the Property. Upon Seller's request, Buyer shall provide to Seller evidence of general liability insurance. Buyer shall also have a right to review and inspect all contracts or other agreements affecting or related directly to the Property and shall be entitled to review such books and records of Seller that relate directly to the operation and maintenance of the Property, provided, however, that Buyer shall not disclose any information regarding this Property (or any tenant therein) unless required by law, and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Buyer shall obtain their agreement to maintain such confidentiality. Buyer assumes all responsibility for the acts of itself and its agents or representatives in exercising its rights under this Section 6(c) and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Buyer shall survive the Closing or earlier termination of this Agreement. Except as provided in Section 6(b) above, Buyer shall have from the Contract Date through the end of the Examination Period to perform the above inspections, examinations and testing. **IF BUYER CHOOSES NOT TO PURCHASE THE PROPERTY, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO SELLER THEREOF PRIOR TO THE EXPIRATION OF THE EXAMINATION PERIOD, THEN THIS AGREEMENT SHALL TERMINATE, AND BUYER SHALL RECEIVE A RETURN OF THE EARNEST MONEY.**

Section 7. Leases (Check one of the following, as applicable):

If this box is checked, Seller affirmatively represents and warrants that there are no Leases (as hereinafter defined) affecting the Property.

If this box is checked, Seller discloses that there are one or more leases affecting the Property ("Leases") and the following provisions are hereby made a part of this Agreement.

(a) A list of all Leases shall be set forth on **Exhibit C**. Seller represents and warrants that, as of the Contract Date, there are no other Leases, oral or written, recorded or not, nor any subleases affecting the Property, except as set forth on **Exhibit C**. Unless written consent is given by Buyer, Seller will not enter in to any Lease affecting the Property nor terminate any Lease in Exhibit C during the effectiveness of this Agreement. Buyer agrees to take no action which would affect any lease in Exhibit C prior to Closing;

(b) Seller shall deliver copies of any Leases to Buyer pursuant to Section 4 as if the Leases were listed therein;

(c) Seller represents and warrants that as of the Contract Date, there are no current defaults (or any existing situation which, with the passage of time, or the giving of notice, or both, or at the election of either landlord or tenant could constitute a default) either by Seller, as landlord, or by any tenant under any Lease ("Lease Default"). In the event there is any Lease Default as of the Contract Date, Seller agrees to provide Buyer with a detailed description of the situation in accordance with Section 4. Seller agrees not to commit a Lease Default as Landlord after the Contract Date; and agrees further to notify Buyer immediately in the event a Lease Default arises or is claimed, asserted or threatened to be asserted by either Seller or a tenant under the Lease.

(d) In addition to the conditions provided in Section 6 of this Agreement, this Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon the assignment of Seller's interest in any Lease to Buyer in form and content acceptable to Buyer (with tenant's written consent and acknowledgement, if required under the Lease). Seller agrees to deliver an assignment of any Lease at or before Closing, with any security deposits held by Seller under any Leases to be transferred or credited to Buyer at or before Closing. The assignment shall provide: (i) that Seller shall defend, indemnify and hold Buyer harmless from claims, losses, damages and liabilities (including, without limitation, court costs and attorneys' fees) asserted against or incurred by Buyer which are caused by or the result of any default by Seller under any Lease prior to the date of Closing, and (ii) that Buyer shall defend, indemnify and hold Seller harmless from claims, losses, damages and liabilities (including, without limitation, court costs and attorneys' fees) asserted against or incurred by Seller which are caused by or the result of any default by Buyer under any Lease after the date of Closing.

(e) Seller also agrees to work diligently to obtain any tenant signatures on any estoppel certificates in such form as Buyer may reasonably request and to work diligently to obtain any subordination, nondisturbance and attornment agreements in such form as Buyer may reasonably request.

Section 8. Environmental: Seller represents and warrants that it has no actual knowledge of the presence or disposal, except as in accordance with applicable law, within the buildings or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to: those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR Part 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 311 of the

Buyer Initials DS
BR Seller Initials _____ Page 5 of 9

STANDARD FORM 580-T
Revised 7/2023
© 7/2024

Clean Water Act of 1977 (33 U.S.C. §1321) or listed pursuant to Section 307 of the Clean Water Act of 1977 (33 U.S.C. §1317), (v) defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601). Seller has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts.

Section 9. Risk of Loss/Damage/Repair: Until Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. Except as to maintaining the Property in its same condition, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.

Section 10. Earnest Money Disbursement: In the event that any condition hereto is not satisfied, then the Earnest Money shall be refunded to Buyer. In the event of breach of this Agreement by Seller, the Earnest Money shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Agreement by Buyer, the Earnest Money shall be paid to Seller as liquidated damages and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Section 6(c) or Section 22 of this Agreement. It is acknowledged by the parties that payment of the Earnest Money to Seller in the event of a breach of this Agreement by Buyer is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of such breach. The payment of the Earnest Money to Seller shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach.

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money held in escrow, a licensed real estate broker is required by state law (and Escrow Agent, if not a broker, hereby agrees) to retain the Earnest Money in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a broker or an attorney licensed to practice law in North Carolina is holding the Earnest Money, the broker or attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A- 12.

Seller and Buyer hereby agree and acknowledge that the Escrow Agent assumes no liability in connection with the holding of the Earnest Money pursuant hereto except for negligence or willful misconduct of Escrow Agent. Escrow Agent shall not be responsible for the validity, correctness or genuineness of any document or notice referred to under this Agreement. Seller and Buyer hereby agree to indemnify, protect, save and hold harmless Escrow Agent and its successors, assigns and agents pursuant to this Agreement, from any and all liabilities, obligations, losses, damages, claims, actions, suits, costs or expenses (including attorney fees) of whatsoever kind or nature imposed on, incurred by or asserted against Escrow Agent which in any way relate to or arise out of the execution and delivery of this Agreement and any action taken hereunder; provided, however, that Seller and Buyer shall have no such obligation to indemnify, save and hold harmless Escrow Agent for any liability incurred by, imposed upon or established against it as a result of Escrow Agent's negligence or willful misconduct.

Section 11. Closing: At or before Closing, Seller shall deliver to Buyer a special warranty deed unless otherwise specified on **Exhibit B** and other documents customarily executed or delivered by a seller in similar transactions, including without limitation, a bill of sale for any personal property listed on **Exhibit A**, an owner's affidavit, lien waiver forms (and such other lien related documentation as shall permit the Property to be conveyed free and clear of any claim for mechanics' liens) and a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act), and Buyer shall cause to be delivered the funds necessary to pay to Seller the Purchase Price. The Closing shall be conducted by Buyer's attorney or handled in such other manner as the parties hereto may mutually agree in writing. Possession shall be delivered at Closing, unless otherwise agreed herein. The Purchase Price and other funds to be disbursed pursuant to this Agreement shall not be disbursed until the Buyer's attorney's (or other designated settlement agent's) receipt of authorization to disburse all necessary funds.

Section 12. Notices: Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing (which shall include electronic mail) and shall be deemed to have been properly given and received (i) on the date delivered in person or (ii) the date deposited in the United States mail, registered or certified, return receipt requested, to the addresses set out in Section 1(g) as to Seller, and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith, (iii) at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party's system, to any electronic mail address or facsimile number, if any, provided in Section 1(g) as to Seller, and in Section 1(h) as to Buyer or (iv) on the date deposited with a recognized overnight delivery service, addressed to the addresses set out in Section 1(g) as to Seller, and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith. If a notice is sent by more than one method, it will be deemed received upon the earlier of the dates of receipt pursuant to this Section.

Section 13. Counterparts; Entire Agreement: This Agreement may be executed in one or more counterparts, which taken together, shall constitute one and the same original document. Copies of original signature pages of this Agreement may be exchanged via

Buyer Initials ^{DS} BR _____ Seller Initials _____

facsimile or e-mail, and any such copies shall constitute originals. This Agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto. The invalidity of one or more provisions of this Agreement shall not affect the validity of any other provisions hereof and this Agreement shall be construed and enforced as if such invalid provisions were not included.

Section 14. Enforceability: This Agreement shall become a contract when signed by both Buyer and Seller and such signing is communicated to both parties; it being expressly agreed that notice given in accordance with Section 12 is not required for effective communication for the purposes of this Section 14. The parties acknowledge and agree that: (i) the initials lines at the bottom of each page of this Agreement are merely evidence of their having reviewed the terms of each page, and (ii) the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives.

Section 15. Adverse Information and Compliance with Laws:

(a) **Seller Knowledge/Assessments:** Seller has no actual knowledge of (i) condemnation(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against the Property; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; or (iv) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows (Insert "None" or the identification of any matters relating to (i) through (iv) above, if any):

Note: For purposes of this Agreement: (i) a "special assessment" is defined as a charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property; a special assessment may be either pending or confirmed; (ii) a "confirmed" special assessment is defined as an assessment that has been approved by a governmental agency or an owners' association for the purpose(s) stated, whether, at the time of Closing, it is payable in a lump sum or future installments; (iii) a "pending" special assessment is defined as an assessment that is under formal consideration by a governmental agency or an owners' association but which has not been approved prior to Closing. Seller shall pay, in full at Closing, all confirmed governmental or association special assessments, provided that the amount thereof can be reasonably determined or estimated. The payment of such determined or estimated amount shall be the final payment between Buyer and Seller as to any confirmed special assessments. If the amount of any special assessment cannot be reasonably determined or estimated, the special assessment shall be deemed a pending special assessment. Buyer shall take title subject to all pending special assessments disclosed by Seller herein, if any.

(b) **Compliance:** To Seller's actual knowledge, (i) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (ii) performance of the Agreement will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (iii) there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceeding.

(c) **Owners' Association:** If the Property is subject to regulation by an owners' association, Seller shall deliver the following information to Buyer pursuant to Section 4 as if the same were listed therein (or Seller shall state that Seller does not have same in their possession or that such item is not applicable): (i) the name of the owners' association; (ii) the amount of regular assessments (dues); (iii) the name, address and telephone number of the president of the owners' association or of the association manager or management company; (iv) the owners' association website address; (v) the Seller's statement of account; (vi) the master insurance policy showing the coverage provided and the deductible amount; (vii) copies of any Declaration and/or Restrictive Covenants; (viii) the Rules and Regulations, (ix) the Articles of Incorporation and Bylaws of the owners' association; (x) the current financial statement and budget of the owners' association; (xi) the parking restrictions and information; and (xii) the architectural guidelines. Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer's agents, representative, closing attorney or lender true and accurate copies of the foregoing items affecting the Property, including any amendments thereto.

Section 16. Survival of Representations and Warranties: All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Agreement.

Buyer Initials DS
BR _____ Seller Initials _____
Page 7 of 9

STANDARD FORM 580-T
Revised 7/2023
© 7/2024

Section 17. Applicable Law: This Agreement shall be construed under the laws of the state in which the Property is located. This form has only been approved for use in North Carolina.

Section 18. Assignment: This Agreement is freely assignable unless otherwise expressly provided on **Exhibit B**.

Section 19. Tax-Deferred Exchange: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

Section 20. Memorandum of Contract: Upon request by either party, the parties hereto shall execute a memorandum of contract in recordable form setting forth such provisions hereof (other than the Purchase Price and other sums due) as either party may wish to incorporate. Such memorandum of contract shall contain a statement that it automatically terminates and the Property is released from any effect thereby as of a specific date to be stated in the memorandum (which specific date shall be no later than the date of Closing). The cost of recording such memorandum of contract shall be borne by the party requesting execution of same.

Section 21. Authority: Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party.

Section 22. Brokers: Except as expressly provided herein, Buyer and Seller agree to indemnify and hold each other harmless from any and all claims of brokers, consultants or real estate agents by, through or under the indemnifying party for fees or commissions arising out of the sale of the Property to Buyer. Buyer and Seller represent and warrant to each other that: (i) except as to the Brokers designated under Section 1(f) of this Agreement, they have not employed nor engaged any brokers, consultants or real estate agents to be involved in this transaction and (ii) that the compensation of the Brokers is established by and shall be governed by separate agreements entered into as amongst the Brokers, the Buyer and/or the Seller.

Section 23. Attorneys Fees: If legal proceedings are instituted to enforce any provision of this Agreement, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorneys fees and court costs incurred in connection with the proceeding.

EIFS/SYNTHETIC STUCCO: If the adjacent box is checked, Seller discloses that the Property has been clad previously (either in whole or in part) with an "exterior insulating and finishing system" commonly known as "EIFS" or "synthetic stucco". Seller makes no representations or warranties regarding such system and Buyer is advised to make its own independent determinations with respect to conditions related to or occasioned by the existence of such materials at the Property.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

BUYER:

Individual

Date: _____

Date: _____

SELLER:

Individual

Date: _____

Date: _____

Buyer Initials DS
BR _____ Seller Initials _____

Business Entity

Business Entity

RTR PROPERTY MANAGEMENT LLC

(Name of Entity)

The City of Mount Holly, NC

(Name of Entity)

By: DocuSigned by:
Billy Rick

By: _____

Name: **Billy Rick**

Name: **Jonathan Blanton**

Title: **Member**

Title: **City Manager**

Date: **2/13/2025**

Date: _____

WIRE FRAUD WARNING

To Buyers: Before sending any wire, you should call the closing agent's office to verify the instructions. If you receive wiring instructions for a different bank, branch location, account name or account number, they should be presumed fraudulent. Do not send any funds and contact the closing agent's office immediately.

To Sellers: If your proceeds will be wired, it is recommended that you provide wiring instructions at closing in writing in the presence of the closing agent. If you are unable to attend closing, you may be required to send an original notarized directive to the closing agent's office containing the wiring instructions. This directive may be sent with the deed, lien waiver and tax forms if those documents are being prepared for you by the closing agent. At a minimum, you should call the closing agent's office to provide the wire instructions. The wire instructions should be verified over the telephone via a call to you initiated by the closing agent's office to ensure that they are not from a fraudulent source.

Whether you are a buyer or a seller, you should call the closing agent's office at a number that is independently obtained. To ensure that your contact is legitimate, you should not rely on a phone number in an email from the closing agent's office, your real estate agent or anyone else.

The undersigned hereby acknowledges receipt of the Earnest Money set forth herein and agrees to hold said Earnest Money in accordance with the terms hereof.

City Clerk City of Mount Holly, NC

(Name of Escrow Agent)

Date: _____

By: _____

Escrow Agent's contact/notice information is as follows:

e-mail address: _____ fax number: _____

except as same may be changed pursuant to Section 12.



Retreat Agenda Action Form

Meeting Date

February 28, 2025

From

Jonathan Blanton, City Manager
City Attorney

2025 City Council Retreat Item # 17

Discussion of Pineview Cemetery

Will this require a public hearing?

No

Background/Purpose of Request**Fiscal Impact****Manager/Staff Recommendation****Attachments**

1. Pineview Cemetery presentation Council Retreat 2025

Discussion of Pineview Cemetery

City of Mount Holly
City Council Retreat
February 28, 2025



Pineview Cemetery – Historical Overview

- Deed to Town of Mount Holly filed in 1936 for 21.1 acres
- Blocks A, B, C, D, G, and a Potters Field platted in 1938
- Most lots are 12.5' by 5' with 5' walkways between section rows and variable width roads between blocks
- Block G and Potters Field lots are 10' by 5'
- Block B plat revised in 1944 and Block E created to put smaller numbers of lots together in sections
- Plats creating Eastern Block B and Block EE and showing overview of existing block layout filed in 1984
- Total of approximately 4.5 - 5 acres platted



Pineview Cemetery – Historical Overview

- First lots sold in 1939
- Final lots sold in 1985
- All lots sold by City of Mount Holly by “Cemetery Deed” signed by the Mayor and stating “for burial purposes only” and “subject to the rules and regulations” of the cemetery and “not transferable or assignable without the written consent of” the City



Municipal Cemeteries – State Law

- North Carolina General Statutes 160A-341 et seq is the state law governing municipal cemeteries
- Governmental and church cemeteries exempted from the North Carolina Cemetery Act in NCGS 65, Article 9



Municipal Cemeteries – State Law

§ 160A-341. Authority to establish and operate cemeteries.

A city shall have authority to establish, operate, and maintain cemeteries either inside or outside its corporate limits, may acquire and hold real and personal property for cemetery purposes by gift, purchase, or (for real property) by exercise of the power of eminent domain, may devote any property owned by the city to use as a cemetery, may prohibit burials at any place within the city other than city cemeteries, and may regulate the manner of burial in city cemeteries. Nothing in this section shall confer upon any city authority to prohibit or regulate burials in cemeteries licensed by the State Burial Association Commissioner, or in church cemeteries.

As used in this Article "cemetery" includes columbariums and facilities for cremation. (1917, c. 136, subch. 5, s. 1; 1919, cc. 136, 237; C.S., s. 2787; 1969, c. 402; 1971, c. 698, s. 1.)



Municipal Cemeteries – State Law

§ 160A-347. Perpetual care trust funds.

(a) A city is authorized to create a perpetual care trust fund for any cemeteries under its ownership or control, to accept gifts, grants, and devises on behalf of the perpetual care trust fund, to deposit any revenues realized from the sale of lots in or the operation of city cemeteries in the perpetual care trust fund, and to hold and administer the trust fund for the purpose of perpetually caring for and beautifying the city's cemeteries. The city may make contracts with the owners of plots in city cemeteries obligating the city to maintain the plots in perpetuity upon payment of such sums as the council may fix.

(b) The principal of perpetual care trust funds shall be held intact, and the income from such funds shall be used to carry out contracts with plot owners for the perpetual care of the plots, and to maintain and perpetually care for the cemetery.

(c) Perpetual care trust funds shall be kept separate and apart from all other city funds, and shall in no case be appropriated by, lent to, or in any manner used by the city for any purpose other than the perpetual care of city cemeteries.



Municipal Cemeteries – State Law

§ 160A-348. Regulation of city cemeteries.

A city may by ordinance adopt rules and regulations concerning the opening of graves, the erection of tombstones and monuments, the building of walls and fences, the hours of opening and closing and all other matters concerning the use, operation, and maintenance of city cemeteries. The ordinance may impose a schedule of prices for lots and fees for the opening of graves in the cemetery, but it may not require the owners of plots to purchase monuments, vaults, or other items from the city. (1971, c. 698, s. 1.)



Municipal Cemeteries – State Law

§ 160A-349.1. Creation of board authorized; official title; terms of office; vacancies.

The governing body of any municipal corporation which now owns or shall hereafter own a cemetery is authorized, if it is deemed proper, to create a board composed of not less than three nor more than five persons, to be known as "Cemetery Trustees of the Town or City of _____, North Carolina"; shall fix the term of office of each member, in no case to exceed five years, and in case of any vacancy by death, resignation or otherwise, elect a successor. (Pub. Loc. 1923, c. 583, s. 1.)



Municipal Cemeteries – State Law

§ 160A-349.9. Power to acquire land; adjacent property; disposal of money from lot sales; investments; income from investment.

The said board shall have the power to acquire additional lands for cemetery purposes, either by purchase or otherwise. In making such additional acquisitions of property, if possible, they shall acquire adjacent property; all moneys received from the sale of lots shall be held by the board of trustees intact and used for the purchase of additional lands; to beautify and otherwise maintain and keep the present property and the future acquired property. The board may, if it seems best to it, invest the said money in good, interest-bearing securities, payable to the said board, and the income derived therefrom shall be by the board used in the beautifying, maintenance and upkeep of the cemetery or cemeteries under its control. (Pub. Loc. 1923, c. 583, s. 9.)



Municipal Cemeteries – State Law

Take-aways:

- Cities have the authority to establish and operate cemeteries
- City cemeteries are exempt from licensing and regulation by the NC Cemetery Commission
- Cities authorized to create perpetual care trust funds
- Cities may by ordinance regulate city cemeteries
- Cities may create a board of cemetery trustees
- Cemetery trustees are required to hold money from sale of lots for purchasing additional, beautification, and maintenance
- By contrast, no such restriction written in the statute on the use of the proceeds from the sale of lots directly by a city



Mount Holly Cemeteries – Ordinances

- Mount Holly City Code Chapter 91 governs cemeteries
- City Manager authorized to sell lots in Mount Holly and Pineview cemeteries as provided in ordinances
- Mayor and City Manager authorized to execute deeds for lots sold in compliance with ordinances
- Sale price \$30 per grave section for city residents, \$60 for nonresidents
- Mayor permitted to have indigents interred without charge
- Director of Public Works is the supervisor of the cemeteries
- Lot owners charged with the due of upkeep under the supervision of the Director, unless they make arrangements with the Director to pay for upkeep



Pineview Cemetery – Recent Timeline

Thomas Kelly/ Pineview Consultants, LLC

- Offered the City \$255,000 to purchase the cemetery which was advertised and accepted by the city 5/13/2020
- City authorized to convey city cemetery to any religious organization or licensed cemetery on condition transferee continues use of cemetery
- Planned to receive a license from the state, sell lots, and operate the cemetery, accepting responsibility for maintenance for current sections
- Mr. Kelly terminated during his due diligence period
- Minimum requirement of 30 contiguous acres to receive a cemetery license from the state and separate license required per location



Pineview Cemetery – Recent Timeline

Laydown yard

- City Council during 2021 retreat approved Staff to utilize the undeveloped portion of Pineview Cemetery as a laydown yard/storage facility.
- Laydown yard is currently operational.

Annexation

- City formally annexed Pineview Cemetery site in 2022



Pineview Cemetery

Challenges to selling lots:

- Lack of internal records as to lots sold (not all of the deeds were recorded)
- Increased costs of ongoing maintenance



Pineview Cemetery

Next steps in order to sell lots:

- Amend sale price in ordinance
- Determine if charging a separate fee for maintenance
- Determine whether creating a perpetual trust fund
- Stake/survey existing site
- 1985 survey missing Block G and Potters Field- grave location necessary?
- Decide if additional platting necessary





Retreat Agenda Action Form

Meeting Date

February 28, 2025

From

Jason Green, Public Works Director
Public Works

2025 City Council Retreat Item # 18

Update on the Decommissioning of the Waste Water Treatment Plant

Will this require a public hearing?

No

Background/Purpose of Request

Fiscal Impact

Manager/Staff Recommendation

Attachments

1. WWTP Decommissioning

WWTP Decommissioning Update



1



2

Current Project Status

- ➔ Decommissioning Funding secured in Legislative Grant (\$15M)
- ➔ Mt Holly Wastewater Pump Station and Charlotte Water components under construction
 - Anticipated Completion August 2025
- ➔ Design Engineer Selected – HDR Engineering of the Carolinas
 - Bid documents complete
 - Permits in Review by Agencies
 - Anticipated Bid Advertisement – March 2025



3

Next Steps

- ➔ Finalize Permitting
 - Erosion Control / Flood Plain Use / Demolition
- ➔ Construction Bids
 - Advertise for Bids - March
 - Council Review - May/June
- ➔ Construction Completion
 - Six to nine months



4

Questions / Discussion



5



6