



April 27, 2026
City Council Work Session

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



**City of Mount Holly
City Council
Work Session**

April 27, 2026 | 6:30 PM
Municipal Complex - Council Chambers
400 East Central Avenue
Mount Holly, NC 28120

CALL TO ORDER

INVOCATION:

PLEDGE OF ALLEGIANCE:

SET THE AGENDA

CONSENT AGENDA

1. Proclamation recognizing City Clerk Tara Douglas and Deputy City Clerk Shelly Stewart for Municipal Clerks Week.
2. Proclamation for National Police Week
3. Call for a public hearing to consider an amendment to Chapter 3 Section 3.21A of the Zoning Ordinance to update the setback requirements for dumpsters. Case # TA-26-1.
4. Call for a public hearing to consider an amendment to Section 153.056 to the Subdivision and Land Development Ordinance to make updates to the regulations relating to open space, and the provision of open space in the City. Case # TA-26-3.
5. Approval of Municipal Legal Services Contract with Stott, Hollowell, Windham & Stancil, PLLC
6. Approval of a resolution of support for the City's application to the IMD Multimodal Planning Program grant program
7. Approve a Replacement Piece Associated with the Creative Spaces Initiative
8. Approval of the one-acre parcel land purchase from Caromont, for the future Pump Station site.
9. Letter of Intent to utilize Contemporary Benefits Advisor as Insurance Broker
10. Approval of City Council Meeting Minutes - April 13, 2026
11. Approval of City Council Meeting Minutes — Closed Session - April 13, 2026

OLD BUSINESS

1. Update on Evaluation of Selling Plots at Pineview Cemetery

Brian DuPont



**City of Mount Holly
City Council
Work Session**

April 27, 2026 | 6:30 PM
Municipal Complex - Council Chambers
400 East Central Avenue
Mount Holly, NC 28120

NEW BUSINESS

1. Update on Request by Historical Society for Mount Holly Museum
Brian DuPont
2. Update on Request by Mount Holly Community Development Foundation for Art in the Grand Hall
Brian DuPont
3. City Manager Report
Jonathan Blanton

CLOSED SESSION

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

ADJOURN



Work Session Agenda Action Form

Meeting Date

April 27, 2026

From

Tara Douglas, City Clerk
City Clerk

CONSENT AGENDA Item # 1

Proclamation recognizing City Clerk Tara Douglas and Deputy City Clerk Shelly Stewart for Municipal Clerks Week.

Will this require a public hearing?

No

Background/Purpose of Request

May 3 through May 9, 2026, is the 57th Annual Professional Municipal Clerks Week. Initiated in 1969 by IIMC and endorsed by all of its members throughout the United States, Canada and 15 other countries, the week is a time of celebration and reflection on the importance of the Clerk's office. In 1984, President Ronald Reagan signed a proclamation that officially declared Municipal Clerks Week the first full week of May. In 1994 and 1996, President Bill Clinton also signed proclamations confirming Municipal Clerks Week.

City Clerk Tara Douglas has been with the City of Mount Holly for 8 years beginning in January 2018 and Deputy City Clerk Shelly Stewart celebrated 2 years with the City of Mount Holly on April 22, 2026.

Fiscal Impact

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

Manager/Staff Recommendation

Attachments

1. 2026 Municipal Clerks Week Proclamation



PROCLAMATION
57th ANNUAL PROFESSIONAL MUNICIPAL CLERKS WEEK
May 3 - 9, 2026

Whereas, The Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

Whereas, The Office of the Professional Municipal Clerk is the oldest among public servants, and

Whereas, The Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies, and agencies of government at other levels, and

Whereas, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

Whereas, The Professional Municipal Clerk serves as the information center on functions of local government and community.

Whereas, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.

Whereas, It is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.

Now, Therefore, I, David Moore, Mayor of the City of Mount Holly, do recognize the week of May 3rd through 9th, 2026, as Professional Municipal Clerks Week, and further extend appreciation to our Professional Municipal Clerk, Tara Douglas and to our Professional Municipal Deputy Clerk, Shelly Stewart, for the vital services they perform and their exemplary dedication to the community that they represent.

Dated this 27th of April, 2026

David Moore, Mayor

Attest:

Tara Douglas, NCCMC/CMC
City Clerk



Work Session Agenda Action Form

Meeting Date

April 27, 2026

From

Tara Douglas, City Clerk
City Clerk

CONSENT AGENDA Item # 2

Proclamation for National Police Week

Will this require a public hearing?

No

Background/Purpose of Request

To recognize the Mount Holly Police Department for National Police Week 2026.

Fiscal Impact

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

Manager/Staff Recommendation

Attachments

1. 2026 National Police Week Proclamation



PROCLAMATION
NATIONAL POLICE WEEK
May 10 - 16, 2026

Recognizing National Police Week 2026 and to honor the service and sacrifice of those law enforcement officers killed in the line of duty while protecting our communities.

WHEREAS, in 1962, President John F. Kennedy proclaimed May 15 as National Peace Officers Memorial Day and the calendar week in which May 15 falls as National Police Week. Currently, tens of thousands of law enforcement officers from around the world converge on Washington, DC to participate in a number of planned events which honor those that have paid the ultimate sacrifice; and

WHEREAS, there are more than 800,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Mount Holly Police Department; and

WHEREAS, since the first recorded law enforcement death in 1786, more than 24,000 officers in the United States have made the ultimate sacrifice and been killed in the line of duty; and

WHEREAS, the names of these devoted public servants are permanently engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C.; and

WHEREAS, it is important that all citizens recognize the duties, responsibilities, hazards, and sacrifices undertaken by our brave men and women in law enforcement, whose unwavering commitment ensures that our families and communities may thrive in peace.

NOW, THEREFORE, BE IT RESOLVED, I, David Moore, Mayor of the City of Mount Holly, North Carolina, hereby proclaims the week of May 10–16, 2026, as National Police Week in the City of Mount Holly.

We publicly salute and express sincere gratitude to the men and women of law enforcement who make it possible for us to leave our homes and families in safety each day—knowing they stand ready to protect our loved ones, property, and freedoms, even at the risk of their own lives.

Adopted this the 27th day of April, 2026.

David Moore, Mayor

Attest:

Tara Douglas, NCCMC/CMC
City Clerk



Work Session Agenda Action Form

Meeting Date	From
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April 27, 2026

Brandon Livingston, Planner II
Planning

CONSENT AGENDA Item # 3

Call for a public hearing to consider an amendment to Chapter 3 Section 3.21A of the Zoning Ordinance to update the setback requirements for dumpsters. Case # TA-26-1.

Will this require a public hearing?

Yes

Background/Purpose of Request

This proposed amendment submitted by staff would amend Chapter 3 Section 3.21A of the Zoning Ordinance to update the setback requirements for dumpsters.

Staff feels that this update is needed due to the current setback of 25-feet being cumbersome, as it makes some lots unable to be developed due to tight site conditions. Working to reduce this setback standard to match the density/use of the adjoining district is reasonable in staff's eyes while permitting lot to be developed in a well-thought-out manner—while being considerate of the development community's efforts to redevelop challenging lots.

Staff supports this update, and will seek a favorable recommendation of this matter when it is heard before the Planning Commission and City Council. Public hearings concerning this matter will be heard by the Planning Commission at their May 4th meeting and by Council at their May 11th meeting.

Fiscal Impact

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

Manager/Staff Recommendation

Staff seeks approval of the referenced call.

Attachments

1. Dumpster Setback Text Amendment Application and Redlines



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

Date Filed: **3-16-26**

Application Number: **TA-26-1**

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

1. The amendment is found in the City of Mount Holly Subdivision Ordinance relating to:
Amend Chapter 3 Section 3.21A of the Zoning Ordinance.
2. The following statement best describes what you would like the text amendment to reflect:
This proposed amendment submitted by staff would amend Chapter 3 Section 3.21A of the Zoning Ordinance to update the setback requirements for dumpsters.

3. Name: **Brandon Livingston, Planner II**

Address: **400 E. Central Avenue Mount Holly, NC 28120.**

704-951-3017
Phone Number

Brandon Livingston
Signature of Applicant

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

Proposed Redlines

§ 3.21 SOLID WASTE STORAGE EQUIPMENT (DUMPSTER SCREENING).

(A) All dumpsters or similar equipment, including compactors, shall be screened on all sides by a fence or wall of at least eight feet tall and shall be placed at **various setback distances based on abutting zoning districts which are provided in the table below.** ~~least 25 feet from any property lines, except in the B-1 zoning district and the Downtown Gateway Overly District.~~ Materials used for fencing/walls must be constructed in a durable fashion with weather resistant materials and be of consistent pattern. Acceptable screening materials are wood, brick, finished concrete, stone, or stamped steel. Chain length is a prohibited material. If a fence is used as a screening element, the finished portion of the fence shall be placed on the outside of the structure. Gates shall be constructed so that dumpsters shall not be visible.

Adjacent Zoning Districts	Residential (R-8SF, R-8MF, R-10, R-12, R-20)	Commercial (B-1, B-2, & B-3)	Industrial (L-I & H-I)
Residential (R-8SF, R-8MF, R-10, R-12, R-20)	5-feet	10-feet with screening	20-feet with screening
Commercial (B-1, B-2, & B-3)	10-feet with screening	5-feet	10-feet with screening
Industrial (L-I & H-I)	20-feet with screening	10-feet with screening	5-feet

(B) Dumpsters found in the B-1 district and the Downtown Gateway Overly District are not required to meet setback requirements, but shall be screened on all sides by a fence or wall of at least six feet. Materials used for fencing/walls must be constructed in a durable fashion with weather resistant materials and be of consistent pattern. Acceptable screening materials are wood, brick, finished concrete, stone, or stamped steel. Chain length is a prohibited material. If a fence is used as a screening element, the finished portion of the fence shall be placed on the outside of the structure. Gates shall be constructed so that dumpsters shall not be visible.

(C) *Exemption.* Screening is not required in the HI district unless the dumpster is located within 50 feet of a residential zoned property or is visible from any public street rights-of-way, the common elements of any private street or drive, or from existing or planned greenways that are included on any adopted city plan, including the Comprehensive Pedestrian Plan, Comprehensive Bicycle Plan, or the Park Plan.

(D) Trash enclosures, like all improvements made within the city’s limits, are required to be permitted. First, one shall apply and wait for the issuance of a zoning compliance permit through the City of Mount Holly Planning Department and the application and issuance of a building permit through the Gaston County Building Inspections Department, if applicable.

(Ord. passed 5-13-1996; Ord. passed 8-14-2023)



Work Session Agenda Action Form

Meeting Date

April 27, 2026

From

Brandon Livingston, Planner II
Planning

CONSENT AGENDA Item # 4

Call for a public hearing to consider an amendment to Section 153.056 to the Subdivision and Land Development Ordinance to make updates to the regulations relating to open space, and the provision of open space in the City. Case # TA-26-3.

Will this require a public hearing?

No

Background/Purpose of Request

This proposed update, which was suggested by staff, is based on an ordinance that was developed by the Town of Harrisburg, and would require all residential subdivisions to provide their open common space for public use. If the developer does not want to agree to this, then the ordinance language provides for a fee in lieu option that will provide funds back to the City to support future parks and recreation facilities in the City. The public hearing on this matter will be held by the Planning Commission on Monday, May 4th, while the City Council will hold a hearing on this case at your May 11th meeting.

Fiscal Impact

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

Manager/Staff Recommendation

Staff recommends approval of the call.

Attachments

1. 153.056 Neighborhood Recreation Sites_Application and Redlines



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

Date Filed: **4-1-26**

Application Number: **TA-26-3**

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

1. The amendment is found in the City of Mount Holly Subdivision Ordinance relating to:
Amend Section 153.056 to the Subdivision and Land Development Ordinance.
2. The following statement best describes what you would like the text amendment to reflect:
This proposed amendment submitted by staff would amend Section 153.056 to the Subdivision and Land Development Ordinance to make updates to the regulations relating to open space, and the provision of open space in the City.

3. Name: **Brandon Livingston, Planner II**

Address: **400 E. Central Avenue Mount Holly, NC 28120.**

704-951-3017

Phone Number

Brandon Livingston

Signature of Applicant

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

§ 153.056 NEIGHBORHOOD RECREATION SITES.

(A) Generally.

(1) The subdivider and/or applicant of any subdivision for residential purposes shall dedicate to the city, or otherwise provide for, land for park, recreation and/or open space designed to serve the residents of the subdivision.

(2) In any case where a subdivision is to be developed in phases, the full open space/recreation dedication may be required to be made in the first phase. Annexation proposals should reflect the open space requirements identified in the strategic vision plan.

(B) Open space dedication.

(1) Dedication Generally; Fee in Lieu of Dedication Generally.

1)- Common open spaces provided via developments will be provided by the developer for public use, unless the developer provides a fee in lieu to the City to support future recreation development.

2)- All major residential subdivision proposals shall, prior to final approval of the preliminary plat, dedicate a portion of such land, as set forth in this Ordinance, for the purpose of public parks, recreation, greenways and open space sites to serve the residents of the neighborhood in which the subdivision is located as well as the City of Mount Holly.

As an alternative to the dedication of a portion of such land by the subdivider and where it is determined by the City Council that a dedication of land is not feasible in a given plat or incompatible with the City's Land Use Plan, the subdivider may make provision for an equitable amount of land in another location, or pay to the City a fee in lieu of dedication.

If part of a conditional rezoning – the details are determined during the zoning process and includes:

- a. Consideration of developer's proposal (in-lieu fees; or dedication of area; or combination thereof by the Parks and Recreation Committee prior to going to the Planning Board and City Council.
- b. The details are included in the conditions of approval and a development agreement.
- c. Dedication to the City and Payment of In-lieu fees are due prior to releasing the subdivision for construction. Once improvements are completed, they will be inspected prior to acceptance.

A-Whether the City Council accepts the land dedication or requests payment of a fee in lieu thereof, or a combination of both, shall be determined by consideration of the following:

Recommended improvements in the Parks and Recreation Master Plan and the Comprehensive Bicycle, Pedestrian, and Greenway Plan.

The recommendation of the Planning Board and recommendations from the Parks and Recreation Advisory Board.

B-Procedure for determining between dedication, combination of dedication and fee, and fee in lieu of dedication: The procedure for determining whether the subdivider is to dedicate land, pay a fee, or both, shall be as follows:

- a. Subdivider – At the time of filing a preliminary plat for approval, the owner of the property shall, as part of such filing, indicate whether he desires to pay a fee in lieu thereof. If the desire is to dedicate land for this purpose, the dedicated area shall be shown on the preliminary plat.
- b. Action of City – At the time of the preliminary plat approval, the Planning Board shall recommend, based upon staff recommendations and Parks and Recreation Advisory Board input, and the City Council shall determine as part of such approval, whether to require a dedication of land within the subdivision or accept payment of a fee in lieu thereof or a combination of both.
- c. Prerequisites for approval of final plat – Where dedication is required, such dedication shall be shown upon the construction plan submitted for approval. Where fees are required, the same shall be deposited with the City prior to the recording of any final plat.

C-Computation of size of area required for dedication- The amount of land required to be dedicated will be a minimum of 5 acres, otherwise it is the fee in lieu.

Computation of fee payable in lieu of dedication - Where a fee is paid in lieu of dedication, the amount of such payment shall be the amount per acre they paid for the property they are developing. Fair market value shall be determined by the City Council on the advice of the Planning Board based upon current appraisals and acceptable to the subdivider.

D-Special committee to settle disagreements between City and subdivider - In the event that the City and the subdivider of land cannot agree upon the location, terrain, size, or shape of the land necessary to be dedicated for a neighborhood recreation area, or cannot agree upon the details of provisions for an equitable amount of land in another location or where there is any disagreement between the City and the subdivider, including the amount of the fee in lieu of land, such disagreement shall be determined by a special committee.

One (1) member of the committee shall be a professional land appraiser and shall be appointed by the City Council. The second member shall be a professional land appraiser and shall be appointed by the subdivider. These two members shall appoint a third member. The committee shall view the land and hear the contentions of both the City and the subdivider. The decision of the committee shall be by majority vote and shall be certified to the City Council within forty-five (45) days of the time of appointment of the third member of the committee. The decision of the committee shall be binding on both parties. The costs of the professional land appraiser appointed by the subdivider shall be borne entirely by the subdivider. All other costs shall be borne by the City.

E-Use by City; sale by City; use of funds received in lieu of dedication

- a. The land received by the City under this ordinance shall be used only for the purpose of providing open space, park and recreational areas, but shall not be so restricted should the City decide to sell such land as provided by the following paragraph.
- b. The City shall have the right to sell any land dedicated to the City for park and recreation purposes on finding by the Planning Board and the City Council that a particular piece of property is not feasible or incompatible with the City's Parks and Recreation Master Plan.
- c. Fees collected in lieu of dedications and any proceeds from such transactions or sales shall be held in a special fund by the City, and the funds shall be used by the City for the purpose of acquiring or developing recreation, parks, greenways, or open space areas

as shown in the Parks and Recreation Master Plan or the Comprehensive Bicycle, Pedestrian, and Greenway Plan, and for no other purposes.

(2) All residential developments with more than eight total units shall be required to dedicate open space. To encourage development of residential units in the Downtown District, all such residential development shall be exempt from these provisions. The amount of useable open space required for dedication shall be determined using the open space dedication matrix. These figures are based upon similar dedication requirements throughout the state with three minor adaptations.



Work Session Agenda Action Form

Meeting Date

April 27, 2026

From

Jonathan Blanton, City Manager
City Management

CONSENT AGENDA Item # 5

Approval of Municipal Legal Services Contract with Stott, Hollowell, Windham & Stancil, PLLC

Will this require a public hearing?

No

Background/Purpose of Request

Fiscal Impact

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

Manager/Staff Recommendation

Attachments

1. SHWS draft Municipal Legal Services contract

MUNICIPAL LEGAL SERVICES CONTRACT

PARTIES: The Law Firm of Stott, Hollowell, Windham & Stancil, PLLC, and the City of Mount Holly, North Carolina.

TERM: This contract shall be effective as of the 1st day of October, 2025, is in effect for three years from the effective date and, if not sooner terminated by either Party, will automatically renew for one-year terms thereafter.

SERVICES:

1. The City Council has appointed Marie Anders to be City Attorney, who shall serve at the pleasure of the City Council pursuant to NCGS 160A-173. The expiration of this contract does not terminate the appointment of Marie Anders as City Attorney. Either Party may terminate this contract at any time. If the Law Firm wishes to withdraw representation of the City, the Law Firm must give written notice to the Mayor and follow all applicable rules of professional conduct.
2. The Law Firm shall provide all legal services needed by City, except for specialized services which require outside counsel approved in advance by the City Manager or the Mayor.
3. Marie Anders shall represent City at all regular and special Council meetings. However, under special circumstances another attorney with the Law Firm licensed to practice law in North Carolina will represent the City at such meetings, upon prior notice to the Mayor.

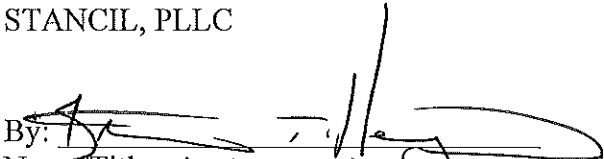
FEES: The Law Firm will charge fees as set forth on its Fee Schedule. The current Fee Schedule is attached as Exhibit "A". Thereafter, increases in the Fee Schedule, if any, will be submitted to the City Manager during the budget process and will be in effect for the following fiscal year for a minimum of a one year term.

LIABILITY: The Law Firm shall use its best efforts to provide prompt and professional services to City. The Law Firm shall provide a copy of its professional malpractice insurance to City upon request.

CITY:
CITY OF MOUNT HOLLY, NC

LAW FIRM:
STOTT, HOLLOWELL, WINDHAM &
STANCIL, PLLC

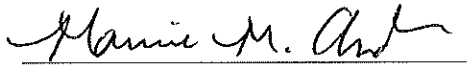
By: _____
Name/Title:

By: 
Name/Title: Stephen T. Hese, Managing Partner

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Officer

CITY ATTORNEY:



Marie Anders

EXHIBIT "A"
FEE SCHEDULE

1. The Law Firm will charge hourly fees for routine matters, such as attendance at work sessions and special meetings, as follows:
 - A. Marie Anders -- \$250/hour
 - B. Paralegal -- \$90/hour
2. The Law Firm will charge a retainer of \$1,000 per month. The purpose of a retainer is to compensate for attendance at the regular monthly Council meeting (2nd Monday meeting), changing schedules to meet the needs of the City on short notice, giving priority to the City's legal needs, declining any clients whose interests may be adverse to the City, and to cover routine communications with City staff.
3. Some matters, such as negotiations, title searches, or settling claims, would not be billed hourly but would be billed based upon the importance and complexity of the matter involved in addition to the time. The Law Firm will charge reasonable fees for matters not billed by the hour and will always be open to explanation of our fees and any concerns that the City Manager or elected officials may have.



Work Session Agenda Action Form

Meeting Date

April 27, 2026

From

Paul Lowe, Assistant Planning Director
Planning

CONSENT AGENDA Item # 6

Approval of a resolution of support for the City's application to the IMD Multimodal Planning Program grant program

Will this require a public hearing?

No

Background/Purpose of Request

The City is working on an application for the State's IMD Multimodal Planning Program grant program with the intention to merge both the Bike and Pedestrian Plans into a single plan, while updating the contents of both. The max award that we can apply for is \$65,000.00. The program, if we are awarded is a reimbursement program-meaning that the City would have to expend funds and then be reimbursed by the State. We received two quotes to complete this work, which averaged out to be \$130,000.00. This amount was provided in our FY 26-27 budget request.

Fiscal Impact

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

Manager/Staff Recommendation

Approve, and adopt the proposed resolution.

Attachments

1. Resolution of Support_040626_CC



A RESOLUTION OF SUPPORT AND ADMINISTRATION FOR AN
APPLICATION TO NCDOT FOR A IMD MULTIMODAL
PLANNING PROGRAM GRANT

WHEREAS, the North Carolina Department of Transportation is accepting applications to their Multimodal Planning Program grant program; and

WHEREAS, the Multimodal Planning Program grant offered by NCDOT provides resources that can help make bicycling and walking safe and a healthy transportation alternative; and

WHEREAS, the Mount Holly City Council recognizes the importance of a balanced transportation network to support the economic and social well-being of the community; and

WHEREAS, upon submitting Multimodal Planning Program grant applications, a resolution expressing support for the application and willingness to administer the 20% matching funds needed from the Mount Holly City Council; and

WHEREAS, the City of Mount Holly City Council will partner with the NCDOT to submit an application by the Monday, April 13th deadline for submission; and

WHEREAS, the Mount Holly City Council will be the lead agency partnering with NCDOT and will support and administer the; and

NOW, THEREFORE, BE IT RESOLVED by the Mount Holly City Council, that:

The Mount Holly City Council adopts a resolution of support and administration for an application for a Multimodal Planning Program grant with NCDOT.

Adopted this the 26th day of April 2026

ATTEST:

City Clerk

Mayor David Moore



Work Session Agenda Action Form

Meeting Date	From
April 27, 2026	Paul Lowe, Assistant Planning Director Planning

CONSENT AGENDA Item # 7

Approve a Replacement Piece Associated with the Creative Spaces Initiative

Will this require a public hearing?

No

Background/Purpose of Request

One work, Red Green Construction, has dropped out of participating with the Creatives Spaces Program due to the increase in diesel prices. We have worked with our consultant, checked with PAAC, and are suggesting a replacement work, CenterPoint, which was created by Hanna Jubran, who is currently exhibiting his work, Sphere # 3, at Tuck Park. This replacement location will be located in Tuck Park near the playground. The price for this work will be the same as the prior work, so this change will not impact on the project budget. Staff are working to have all works associated with this project installed by the end of June, which will see eight rental pieces and two permeant purchases. The rental works will be featured in the City for a period of one year.

Fiscal Impact

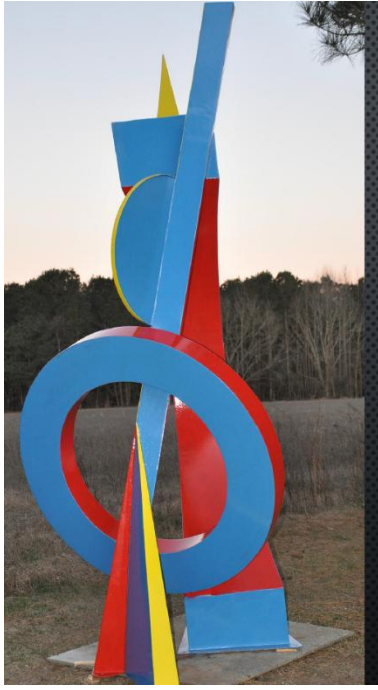
Will Item affect current budget?	No.
Reviewed by Finance Director?	No.
Preaudit Certification Required?	No.
Capital Project Ordinance Required?	No.
Budget Transfer Required?	No.
Total City Dollars:	NA
Budget Code:	NA
Reviewed by City Attorney?	No.

Manager/Staff Recommendation

Approve the replacement work that was recommended by both staff and the PAAC.

Attachments

1. Replacement Work_CSI_040726



CENTERPOINT

11' x 4' x 5'

Painted Steel

A-6

Replacement



RED GREEN CONSTRUCTION

16' x 12' x 5'
1800 lbs.

Painted Steel

A-23



Original Work



Work Session Agenda Action Form

Meeting Date	From
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April 27, 2026

Robert Stewart, Deputy Utility Director
Utility Department

CONSENT AGENDA Item # 8

Approval of the one-acre parcel land purchase from Caromont, for the future Pump Station site.

Will this require a public hearing?

No

Background/Purpose of Request

Over the past several years, the City has closely monitored wastewater flows in the northern service areas tributary to the Dutchman’s Creek Pumping Station. As growth in the northern service areas continues, it will be necessary to expand or supplement these pumping facilities. In 2024, the City undertook a comprehensive evaluation of options and adopted a long-term improvement plan that will include a series of piping improvements and building a second pumping station. Although it may be several years before the pumping facility is undertaken, the City wishes to secure the pump station property while it is available.

Fiscal Impact

Will Item affect current budget?	no
Reviewed by Finance Director?	no
Preaudit Certification Required?	no
Capital Project Ordinance Required?	no
Budget Transfer Required?	no
Total City Dollars:	\$60,000
Budget Code:	62-91-8000-550
Reviewed by City Attorney?	yes

Manager/Staff Recommendation

Staff recommends approval of the land purchase from Caromont for the future Pump Station site.

Attachments

1. City MH Exhibit B CaroMont Health
2. Exhibit A-DC lift station site survey
3. Mt. Holly Caromont fully executed land purchase agreement

EXHIBIT "B"
Agreement for Purchase and Sale
p/o PID # 222821, 0.9183 acres on Wilson St.
Mount Holly, NC 28120

The undersigned parties hereby agree to amend the Offer to Purchase and Contract – Vacant Lot/Land (“Contract”) on the property known as a p/o PID # 222821, 0.9183 acres on Wilson St. Mount Holly, NC 28120 (“Property”), between CaroMont Health, Inc., (“Seller”) and the City of Mount Holly, North Carolina, (“Buyer”) as follows:

1. If there is any language in this Exhibit B that conflicts with the Contract, then the language in this Exhibit B controls.
2. Notwithstanding any provisions of the Contract to the contrary, Buyer’s obligation to close the transaction set forth in the Contract shall be subject to, and conditioned upon, the successful subdivision of the Property from the remaining portion of PID 222821 at or prior to Closing (the “Closing Condition”).
3. Buyer to pay all closing costs and all costs associated with the subdivision of the Property as aforesaid.

Except for these amendments, the said Contract is ratified and continued as written.

Seller:

CaroMont Health, Inc.

By: _____

Name:

Title:

Date: _____

Buyer:

The City of Mount Holly

By: _____

Jonathan Blanton, City Manager

Date: _____

OFFER TO PURCHASE AND CONTRACT - VACANT LOT/LAND

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract and any addendum or modification made in accordance with its terms (together the "Contract").

1. TERMS AND DEFINITIONS:

(a) "Seller": CaroMont Health, Inc.

(b) "Buyer": The City of Mount Holly

(c) "Property": Street Address: p/o 451 East Charlotte Avenue
City: Mount Holly Zip: 28120 County: Gaston, NC
Lot/Unit, Block/Section, Subdivision/Condominium
Plat Book/Slide at Page(s) PIN/PID: p/o 222821
Other description: 0.9183 acres, see attached Exhibit "A"
Some or all of the Property may be described in Deed Book 4762 at Page 2257

The Property will will not include a manufactured (mobile) home(s).
The Property will will not include an off-site and/or separate septic lot, boat slip, garage, parking space, or storage unit.

Additional Parcels. If additional parcels are the subject of this Contract, any such parcels are described in an attached exhibit to this Contract, and the term "Property" as used herein shall be deemed to refer to all such parcels.

Government authority over taxes, zoning, school districts, utilities, and mail delivery may differ from address. The Property shall include all the above real estate and all appurtenances thereto including any improvements located thereon. If a manufactured home(s) or a separate septic lot, boat slip, garage, parking space, or storage unit is included, Buyer and Seller are strongly encouraged to include further details in the Additional Provisions Addendum (Form 2A11-T) and attach it to this offer. If Seller wishes to sell less than an entire tract of land, then the assistance of a real estate attorney is strongly advised to ensure compliance with N.C.G.S. § 160D-807.

(d) "Purchase Price":

\$ 60,000.00 paid in U.S. Dollars upon the following terms:
\$ BY DUE DILIGENCE FEE made payable and delivered to Seller on the Effective Date by cash personal check official bank check wire transfer
\$ 0.00 BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent within five days of the Effective Date by cash personal check official bank check wire transfer electronic transfer.
\$ N/A BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent no later than 5 p.m. on, TIME IS OF THE ESSENCE by cash official bank check wire transfer electronic transfer
\$ N/A BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s). See Loan Assumption Addendum (Form 2A6-T).
\$ N/A BY SELLER FINANCING. See Seller Financing Addendum (Form 2A5-T).
\$ 60,000.00 BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan)

(e) "Seller Concessions": Seller shall pay at Settlement \$ or % of the Purchase Price toward any of Buyer's expenses associated with the purchase of the Property, at the discretion of Buyer and/or lender, including FHA/VA lender and inspection costs that Buyer is not permitted to pay, if any.

(f) "Due Diligence Period": (Check only one) The period beginning on the Effective Date and extending through 5:00 p.m. on (insert date only; not "N/A"); OR The period extending for (insert a number only; "N/A") days after the Effective Date and ending at 5:00 p.m. on the last day of the period. TIME IS OF THE ESSENCE.

(g) "Settlement Date": The parties agree that Settlement will take place on or before unless otherwise agreed



This form jointly approved by: North Carolina Bar Association's Real Property Section NC REALTORS®, Inc.



STANDARD FORM 12-T Revised 7/2025 © 7/2025

Buyer initials Seller initials

writing, at a time and place designated by Buyer.

(h) **"Earnest Money Deposit"**: The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid or required to be paid in connection with this transaction, collectively the "Earnest Money Deposit", shall be deposited promptly and held in escrow by Escrow Agent. The Earnest Money Deposit will be credited to Buyer at Closing or disbursed as required by this Contract. In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money Deposit held in escrow, Escrow Agent may remit the Earnest Money Deposit to the clerk of court or otherwise disburse it according to North Carolina Law if the Buyer and Seller cannot resolve the dispute by consent.

(i) **"Escrow Agent"** (insert name): _____
Buyer and Seller consent to disclosure by the Escrow Agent of any material facts pertaining to the Earnest Money Deposit to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE THE EARNEST MONEY DEPOSIT IN AN INTEREST BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

(j) **"Effective Date"**: The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be. The parties acknowledge and agree that the initials lines at the bottom of each page of this Contract are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement.

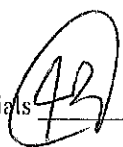

~~(k) **"Due Diligence"**: Buyer's opportunity to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 2 below, to decide whether Buyer, in Buyer's sole discretion, will proceed with or terminate the transaction.~~

(l) **"Due Diligence Fee"**: A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer's right to terminate the Contract for any reason or no reason during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non-refundable except in the event of a material breach of this Contract by Seller, or if this Contract is terminated under Paragraph 21(b), or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee. **Seller, or Seller's agent, may direct Buyer in writing to make the Due Diligence Fee payable to a party other than "Seller" as that term is defined herein, and Seller agrees to be bound by such written direction.** See paragraph 21 for a party's right to attorneys' fees incurred in collecting the Due Diligence Fee.

(m) **"Settlement"**: The proper execution and delivery to the closing attorney of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney's receipt of all funds necessary to complete such transaction.

(n) **"Closing"**: The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney's receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 10 (Delay in Settlement/Closing).

Attorney Closings in North Carolina: The North Carolina State Bar has determined that the performance of most acts and services required for a closing constitutes the practice of law and must be performed only by an attorney licensed to practice law in North Carolina. State law prohibits unlicensed individuals or firms from rendering legal services or advice. Although non-attorney settlement agents may perform limited services in connection with a closing, they may not perform all the acts and services required to complete a closing. Accordingly, it is the position of the North Carolina Bar Association and NC REALTORS® that all buyers should hire an attorney licensed in North Carolina to perform a closing.

Buyer initials  Seller initials 

(o) "Special Assessments": 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.

2. **BUYER'S DUE DILIGENCE PROCESS:** BUYER IS STRONGLY ENCOURAGED TO CONDUCT DUE DILIGENCE DURING THE DUE DILIGENCE PERIOD. If Buyer is not satisfied with the results or progress of Buyer's Due Diligence, Buyer should terminate this Contract *prior to the expiration of the Due Diligence Period*, unless Buyer can obtain a written extension from Seller. *Seller is not obligated to grant an extension.* If Buyer terminates outside the Due Diligence Period, Buyer may lose their Earnest Money Deposit. Buyer may continue to investigate the Property following the expiration of the Due Diligence Period as allowed under paragraphs 3 and 6(c) herein.

(a) **Loan:** Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of the Loan if any. *There is no loan or appraisal contingency in this Contract.* Therefore, Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Due Diligence Period allows sufficient time for the loan process and for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.

(b) **Property Investigation:** Buyer or Buyer's agents or representatives, at Buyer's expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but NOT limited to the following:

- (i) **Soil And Environmental:** Reports to determine whether the soil is suitable for Buyer's intended use and whether there is any environmental contamination, law, rule or regulation that may prohibit, restrict or limit Buyer's intended use.
- (ii) **Septic/Sewer System:** Any applicable investigation(s) to determine: (1) the condition of an existing sewage system, (2) the costs and expenses to install a sewage system approved by an existing Improvement Permit, (3) the availability and expense to connect to a public or community sewer system, and/or (4) whether an Improvement Permit or written evaluation may be obtained from the County Health Department for a suitable ground absorption sewage system.
- (iii) **Water:** Any applicable investigation(s) to determine: (1) the condition of an existing private drinking water well, (2) the costs and expenses to install a private drinking water well approved by an existing Construction Permit, (3) the availability, costs and expenses to connect to a public or community water system, or a shared private well, and/or (4) whether a Construction Permit may be obtained from the County Health Department for a private drinking water well.
- (iv) **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Owners' Association And Addendum (Standard Form 2A12-T) provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners' association or its management company charges fees for providing information required by Buyer's lender or confirming restrictive covenant compliance.
- (v) **Appraisals:** An appraisal of the Property.
- (vi) **Survey:** A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.
- (vii) **Zoning, Governmental Regulation, and Governmental Compliance:** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones; and investigation of whether the Property is in violation of any law, ordinance, permit, or government regulation as outlined in paragraph 6(h).
- (viii) **Flood/Wetland/Water Hazard:** Investigation of potential flood hazards, wetlands, or other water or riparian issues on the Property, and/or any requirement to purchase flood insurance in order to obtain a Loan.
- (ix) **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including electric, gas, communication services, storm water management, and means of access to the Property and amenities.
- (x) **Streets/Roads:** Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any maintenance agreements.
- (xi) **Special Assessments:** Investigation of the existence of Special Assessments that may be under consideration by a governmental authority or an owners' association.

(c) **Sale/Lease of Existing Property:** As noted in paragraph 3(b), this Contract is not conditioned upon the sale/lease or closing of other property owned by Buyer. Therefore, if Buyer must sell or lease other real property in order to qualify for a new loan or to otherwise complete the purchase of the Property, Buyer should seek to close on Buyer's other property prior to the end of the Due Diligence Period or be reasonably satisfied that closing on Buyer's other property will take place prior to the Settlement Date of this Contract.

Buyer initials Seller initials

(d) **Buyer's Obligation to Repair Damage:** Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors, but Buyer shall not be responsible for any damage caused by accepted practices applicable to any N.C. licensed professional performing reasonable appraisals, tests, surveys, examinations and inspections of the Property. This repair obligation shall survive any termination of this Contract.

(e) **Indemnity:** Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This indemnity shall survive this Contract and any termination hereof.

(f) **Buyer's Right to Terminate:** Provided that Buyer has delivered any agreed-upon Due Diligence Fee, Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the "Termination Notice") during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), **TIME IS OF THE ESSENCE**. If Buyer timely delivers the Termination Notice, this Contract shall be terminated and the Earnest Money Deposit shall be refunded to Buyer.

(g) **CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.**

3. BUYER REPRESENTATIONS:

(a) **Funds to complete purchase:** Buyer's obligations under this Contract are not conditioned on obtaining any loan(s) or other funds from sources other than Buyer's own assets. Some loans and programs providing funds to Buyer may impose repair obligations or additional conditions or costs upon Seller or Buyer, and more information may be needed. Material changes to funding the purchase of the Property that affect the terms of the contract are material facts that must be disclosed.

(Check if applicable) Cash. Buyer intends to pay cash in order to purchase the Property and does not intend to obtain a loan or funds from sources other than Buyer's own assets. Verification of cash available for Settlement is is not attached. If Buyer does not intend to obtain a new loan(s) and/or funds from sources other than Buyer's own assets, Seller is advised, prior to signing this offer, to obtain documentation from Buyer which demonstrates that Buyer will be able to close on the Property without the necessity of obtaining a loan or funds from sources other than Buyer's own assets.

OR:

Loan(s)/Other Funds. Buyer intends to obtain a loan(s) and/or other funds to purchase the Property from the following sources. Material changes to the following that must be disclosed. The parties should note that some loans may have repair obligations or other costs on Seller or Buyer.

Check all applicable sources:

First Mortgage Loan: Buyer intends to obtain a first mortgage loan of the following: FHA VA (attach FHA/VA Financing Addendum) Conventional USDA Other type: _____
in the principal amount of _____ plus any financed VA Funding Fee or FHA MIP.

Second Mortgage Loan: Buyer intends to obtain a second mortgage loan as follows:

Other funds: Buyer intends to obtain funds from the following other source(s) in order to purchase the property:





(b) **Other Property:** This subparagraph is only a disclosure by Buyer and *does not* make this contract contingent on the sale of Buyer's other property. If Buyer and Seller wish to make this Contract contingent on the sale of Buyer's other property, then the parties should attach an attorney-drafted, custom addendum.

Buyer DOES DOES NOT have to sell or lease other real property in order to qualify for a new loan or to complete the purchase. (Complete the following only if Buyer DOES have to sell or lease other real property):

Other Property Address: _____

(Check if applicable) Buyer's other property IS under contract as of the date of this offer, and a copy of the contract has either been previously provided to Seller or accompanies this offer. (Buyer may mark out any confidential information, such as the purchase price and the buyer's identity, prior to providing a copy of the contract to Seller.) Failure to provide a copy of the contract shall not prevent this offer from becoming a binding contract; however, SELLER IS STRONGLY ENCOURAGED TO OBTAIN AND REVIEW THE CONTRACT ON BUYER'S PROPERTY PRIOR TO ACCEPTING THIS OFFER.

(Check if applicable) Buyer's other property IS NOT under contract as of the date of this offer. Buyer's property (check only ONE of the following options):

- is listed with and actively marketed by a licensed real estate broker.
- will be listed with and actively marketed by a licensed real estate broker.
- Buyer is attempting to sell/lease the Buyer's Property without the assistance of a licensed real estate broker.

(c) **Performance of Buyer's Financial Obligations:** To the best of Buyer's knowledge, there are no other circumstances or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer's financial obligations in accordance with this Contract, except as may be specifically set forth herein.

(d) **Vacant Land Disclosure Statement (check only one):**

- Buyer has received a signed copy of the Vacant Land Disclosure Statement (Form 142) prior to making this offer.
- Buyer has NOT received a signed copy of the Vacant Land Disclosure Statement (Form 142) prior to making this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to the end of the third calendar day following the Effective Date.

4. BUYER OBLIGATIONS:

(a) **Timely Payment of Earnest Money Deposit and Due Diligence Fee; Dishonored Funds:**

(i) Buyer must timely pay the Earnest Money Deposit and Due Diligence Fee. Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one banking day after written notice to deliver cash, official bank check, wire transfer, or electronic transfer to the payee. Form 355 may be used to demand funds from Buyer.

(ii) In the event Buyer does not timely deliver the required funds, Seller shall have the right to terminate this Contract upon written notice to Buyer, and Seller shall be entitled to recover the Due Diligence Fee together with all Earnest Money Deposit paid or to be paid in the future. In addition, Seller may seek any remedies allowed for dishonored funds. See paragraph 23 for a party's right to attorneys' fees incurred in collecting the Earnest Money Deposit or Due Diligence Fee.

(iii) If the parties agree that Buyer will pay any fee or deposit described above by electronic or wire transfer, Seller agrees to cooperate in effecting such transfer, including the establishment of any necessary account and providing any necessary information to Buyer. Buyer shall be responsible for additional costs, if any, associated with such transfer.

(b) **Responsibility for Special Assessments:** Buyer shall take title subject to all Special Assessments that may be approved following Settlement.

(c) **Responsibility for Certain Costs:** Buyer shall be responsible for all costs with respect to: (i) any loan obtained by Buyer; (ii) charges by an owners' association or a management company/vendor as agent of the association under paragraph 9(b) of this Contract; (iii) appraisal; (iv) title search; (v) title insurance; (vi) any fees charged by the closing attorney for the preparation of the Closing Disclosure, Seller Disclosure and any other settlement statement; (vii) recording the deed; and (viii) preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

(d) **Authorization to Disclose Information:** Buyer authorizes the Buyer's lender(s), the parties' real estate agent(s) and closing attorney: (1) to provide this Contract to any appraiser employed by Buyer or by Buyer's lender(s); and (2) to release and disclose any buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

5. SELLER REPRESENTATIONS:

(a) Ownership: Seller has owned the Property for at least one year; has owned the Property for less than one year; or does not yet own the Property.

(b) Owners' Association(s) and Dues: To best of Seller's knowledge, ownership of the Property subjects does not subject Buyer to regulation by one or more owners' association(s) and governing documents, which impose various mandatory covenants, conditions and restrictions upon the Property and Buyer's enjoyment thereof, including but not limited to obligations to pay regular assessments (dues) and Special Assessments. If there is an owners' association, then an Owners' Association Disclosure and Addendum For Properties Exempt from Residential Property Disclosure Statement (Standard Form 2A12-T) shall be completed by Seller, at Seller's expense, and must be attached as an addendum to this Contract.

(c) Sewage System Permit: (Applicable Not Applicable) Seller warrants that the sewage system described in the Improvement Permit attached hereto has been installed, which representation survives Closing, but makes no further representations as to the system.

(d) Private Drinking Water Well Permit: (Applicable Not Applicable) Seller warrants that a private drinking water well has been installed, which representation survives Closing, but makes no further representations as to the well. (If well installed after July 1, 2008, attach Improvement Permit hereto.)

6. SELLER OBLIGATIONS:

(a) Evidence of Title and Payoff Statement(s):

(i) Seller agrees to use best efforts to provide to the closing attorney as soon as reasonably possible after the Effective Date, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating to the Property.

(ii) Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s).

(b) Authorization to Disclose Information: 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; (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, and (3) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

(c) Access to Property: Seller shall provide reasonable access to the Property through the earlier of Closing or possession by Buyer, including, but not limited to, allowing the Buyer and/or Buyer's agents or representatives an opportunity to (i) conduct Due Diligence, (ii) verify the satisfactory completion of negotiated repairs/improvements, and (iii) conduct a final walk-through inspection of the Property. Seller's obligation includes providing existing utilities operating at Seller's cost including any connections and de-winterizing. To the extent applicable, Seller shall also be responsible for timely clearing that portion of the Property required by the County to perform tests, inspections and/or evaluations to determine the suitability of the Property for a sewage system and/or private drinking water well.

(d) Removal of Seller's Property: Seller shall remove from the Property, by the date possession is delivered, (i) all personal property which is not a part of the purchase and (ii) unless otherwise agreed, all garbage and debris.

(e) Settlement Deliverables: If requested by the closing attorney, Seller shall furnish, prior to or at Settlement, the following items in form satisfactory to Buyer and Buyer's title insurer, if any:

(i) Affidavit and indemnification agreements or other documents that: (1) cover any potential materialman's lien under N.C.G.S. § 44A-8 for labor, services, materials, or rental equipment used on the Property within 120 days of Settlement; (2) address the closing attorney's difficulty in accessing electronic records with the register of deeds and the clerk of court; and (3) allow Buyer to obtain a title insurance policy, subject to the exceptions in paragraph 6(g) below.

(ii) If Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, Seller will also provide to the closing attorney a non-foreign status certification (pursuant to the Foreign Investment in Real Property Tax Act). If Seller does not provide this certification, Seller acknowledges that there may be withholding as provided by the Internal Revenue Code.

Buyer initials Seller initials

(f) **Designation of Lien Agent, Payment and Satisfaction of Liens:** If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(g) **Good Title, Legal Access:** Seller shall execute and deliver a SPECIAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, lis pendens, monetary liens and judgments, and free of other encumbrances or defects that would materially affect the value of the Property, including those which would be revealed by a current and accurate survey of the Property, except: (i) ad valorem taxes for the current year; (ii) utility easements and unviolated covenants, conditions or restrictions; and (iii) such other liens, encumbrances or defects as may be specifically approved by Buyer in writing. The Property must have legal access to a public right of way. Buyer's failure to conduct a survey or examine title of the Property, prior to the expiration of the Due Diligence Period does not relieve the Seller of their obligation to deliver good title under this paragraph.

(h) **Governmental Compliance:** It is a condition of this Contract that the Property be conveyed free of any material violation of law, ordinance, permit, or government regulation (including, but not limited to, those relating to stormwater, impervious surface, environmental protection, and zoning), unless Seller has specifically disclosed such violation(s) prior to the Effective Date. If a violation is discovered and identified after the Effective Date and prior to Closing, then Seller may cure the violation(s). Unless otherwise agreed, if Seller does not cure the violation(s) prior to Closing, then Buyer may choose to accept the violation(s) and proceed to Settlement/Closing or terminate this Contract and receive a refund of the Earnest Money Deposit and the Due Diligence Fee.

(i) **Deed, Taxes, and Fees:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes, and any deferred, discounted or rollback taxes, and local conveyance fees required by law. The deed is to be made to: (a) Buyer; (b) a corporation, limited liability company, or other business entity of which Buyer is the sole owner or shareholder; (c) a trust for which Buyer is the beneficiary; (d) any relative of Buyer; and/or (e) Other: (Insert Name(s) Only) _____

(j) **Owners' Association Fees/Charges:** Seller shall pay any charges by an owners' association or a management company/vendor as agent of the association under paragraph 7(a) of this Contract.

(k) **Payment of Special Assessments:** Seller shall pay, in full at Settlement, all Special Assessments that are approved prior to Settlement, whether payable in a lump sum or future installments, provided that the amount thereof can be reasonably determined or estimated. The payment of such estimated amount shall be the final payment between the Parties.

(l) **Late Listing Penalties:** All property tax late listing penalties, if any, shall be paid by Seller.

(n) **Owners' Association Disclosure and Condominium Resale Statement Addendum (Standard Form 2A12-T):** If applicable, Seller shall provide the completed Owners' Association Disclosure and Condominium Resale Statement Addendum to Buyer on or before the Effective Date.

7. **CHARGES BY OWNERS' ASSOCIATION:** Responsibility for payment of charges by an owners' association or a management company/vendor as agent of the association shall be allocated between Buyer and Seller as follows:

(a) **Seller shall pay:**

- (i) fees incurred by Seller in completing resale or other certificates related to a proposed sale of the Property;
- (ii) fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration, including any expedite fee permitted under N.C. Gen. Stat. § 47F-3-102 that is charged in connection with providing such information;
- (iii) any fees charged for transferring or updating ownership records of the association; and
- (iv) any fees other than those fees specifically required to be paid by Buyer under paragraph 7(b) below.

(b) **Buyer shall pay:**

- (i) charges for providing information required by Buyer's lender;
- (ii) working capital contributions, membership fees, or charges imposed for Buyer's use of the common elements and/or services provided to Buyer in connection with Buyer taking possession of the Property, such as "move-in fees"; and
- (iii) determining restrictive covenant compliance.

8. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise agreed, the following items shall be prorated, with Seller responsible for the prorated amounts of any taxes and dues through the date of Settlement, and Seller entitled to the amount of prorated rents through the date of Settlement, and either adjusted between the parties or paid at Settlement:
- (a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;
 - (b) **Rents:** Rents, if any, for the Property;
 - (c) **Dues:** Owners' association regular assessments (dues) and other like charges.
9. **CONDITION OF PROPERTY/RISK OF LOSS:**
- (a) **Condition of Property at Closing:** If the Property is not in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted, Buyer may terminate this Contract by written notice delivered to Seller and the Due Diligence Fee and Earnest Money Deposit shall be refunded to Buyer. If the Property is not in such condition and Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, the proceeds of any insurance claim filed by Seller on account of any damage or destruction to the Property.
 - (b) **Risk of Loss:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.
10. **DELAY IN SETTLEMENT/CLOSING:** This paragraph shall apply if one party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") but it is not possible for the other party to complete Settlement by the Settlement Date ("Delaying Party"). In such event, the Delaying Party shall be entitled to a delay in Settlement and shall give as much notice as possible to the Non-Delaying Party and closing attorney. If the Delaying Party fails to complete Settlement and Closing within seven (7) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties), then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.
-
11. **POSSESSION:** Unless otherwise provided herein, possession, including all means of access to the Property and transferable amenities and services (keys, including mailbox keys, codes, including security codes, gate openers, electronic devices, etc.) shall be delivered at Closing as defined in Paragraph 1(m). No alterations, excavations, tree or vegetation removal or other such activities may be done before possession is delivered.
12. **ADDENDA:** Buyer and Seller should note that real estate brokers *cannot* draft addenda to this Contract.
- | | |
|---|--|
| <input type="checkbox"/> Additional Provisions Addendum (Form 2A11-T) | <input type="checkbox"/> Owners' Association Disclosure Addendum (Form 2A12-T) |
| <input type="checkbox"/> Additional Signatures Addendum (Form 3-T) | <input type="checkbox"/> Seller Financing Addendum (Form 2A5-T) |
| <input type="checkbox"/> Back-Up Contract Addendum (Form 2A1-T) | <input type="checkbox"/> Short Sale Addendum (Form 2A14-T) |
| <input type="checkbox"/> Loan Assumption Addendum (Form 2A6-T) | |
- Identify other attorney or party drafted addenda: Exhibit "B"
-
13. **ASSIGNMENTS:** This Contract may not be assigned without the written consent of all parties except in connection with a tax deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.
14. **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. Buyer and Seller shall execute such additional documents, including assignment of this Contract in connection therewith, at no cost to the non-exchanging party, as shall be required to give effect to this provision
15. **PARTIES:** This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.
16. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

17. **ENTIRE AGREEMENT/RECORDATION:** This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions, or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR[®] or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them. This Agreement or any memorandum thereof shall not be recorded without the express written consent of Buyer and Seller.

18. **CONDUCT OF TRANSACTION:** The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Any notice or communication to be given to a party herein, any fee, deposit of other payment to be delivered to a party herein, may be given to the party or to such party's agent. Delivery of any notice to a party via means of electronic transmission shall be deemed complete 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 address provided for such party in the "Notice Information" section below. Seller and Buyer agree that the "Notice Information" and "Acknowledgment of Receipt of Monies" sections below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

19. **EXECUTION:** This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.

20. **COMPUTATION OF DAYS/TIME OF DAY:** Unless otherwise provided, for purposes of this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.

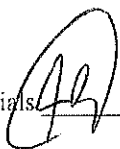
21. **REMEDIES:**

(a) **Breach by Buyer:** In the event of material breach of this Contract by Buyer, any Earnest Money Deposit shall be paid to Seller. The payment of any Earnest Money Deposit and any Due Diligence Fee to Seller (without regard to their respective amounts, including zero) together shall serve as liquidated damages ("Liquidated Damages") and as Seller's sole and exclusive remedy for such breach, provided that such Liquidated Damages shall not limit Seller's rights under Paragraphs 2(d) and 2(e) for damage to the Property as well as Seller's right under paragraph 1(d) for dishonored funds. It is acknowledged by the parties that the amount of the Liquidated Damages is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of a breach of this Contract by Buyer. The payment to Seller of the Liquidated Damages 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.

(b) **Breach by Seller:** In the event of material breach of this Contract by Seller, Buyer may (i) elect to terminate this Contract as a result of such breach, and shall be entitled to return of both the Earnest Money Deposit and the Due Diligence Fee, together with the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence ("Due Diligence Costs"), or (ii) elect not to terminate and instead treat this Contract as remaining in full force and effect and seek the remedy of specific performance.

(c) **Attorneys' Fees:** If legal proceedings are brought by Buyer or Seller against the other to collect the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs, the parties agree that a party shall be entitled to recover reasonable attorneys' fees to the extent permitted under N.C. Gen. Stat. § 6-21.2, and if applicable, N.C. Gen. Stat. § 6-21.3 for dishonored funds. The parties acknowledge and agree that the terms of this Contract with respect to entitlement to the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs each constitute an "evidence of indebtedness" pursuant to N.C. Gen. Stat. § 6-21.2.

Buyer initials



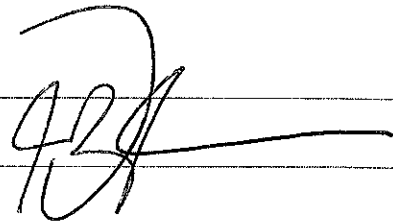
Seller initials



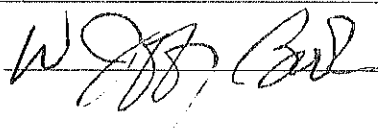
NC REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL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

This offer shall become a binding contract on the Effective Date. Unless specifically provided otherwise, Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

Entity Buyer: (Name of LLC, Corp., Trust, etc.) The City of Mount Holly

By: (Name & Title) Jonathan D. Blanton (Signature)  (Date) 04-20/2026
City Manager

Entity Seller: (Name of LLC, Corp., Trust, etc.) CaroMont Health, Inc.

By: (Name & Title) W. JEFFREY BOOKER (Signature)  (Date) April 16 2026
VICE PRESIDENT - FACILITY SERVICES AND REAL ESTATE

WIRE FRAUD WARNING

Buyer: Before wiring any funds, call the closing attorney's office and verify instructions. If you receive wiring instructions for a different bank, branch location, or account after verifying with the closing attorney; presume the instructions are fraudulent, do not send funds, and call the closing attorney again immediately.

Seller: If your closing proceeds will be wired, you should provide wiring instructions at Settlement in writing and in the presence of the attorney. If you are unable to attend Settlement, you may be required to send an original notarized directive to the closing attorney's office with wiring instructions. This may be sent with the deed, lien waiver, and tax forms.

Both Buyer and Seller should independently obtain the closing attorney's phone number to ensure it is legitimate. Do not rely on a phone number from an email, even from the closing attorney's office, your real estate agent, or anyone else.

NOTICE INFORMATION

NOTE: INSERT AT LEAST ONE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

BUYER NOTICE ADDRESS:

Mailing Address: P.O. Box 406
Mount Holly, NC 28120

Buyer Fax No.: _____

Buyer E-mail: _____

SELLER NOTICE ADDRESS:

Mailing Address: 2525 Court Dr.
Gastonia, NC 28054

Seller Fax No.: _____

Seller E-mail: _____

CONFIRMATION OF AGENCY/NOTICE ADDRESSES

Selling Firm Name: _____

Firm License No.: _____

Mailing Address: _____

Listing Firm Name: _____

Firm License No.: N/A

Mailing Address: _____

Individual Selling Agent: _____

Acting as a Designated Dual Agent (check only if applicable)

Selling Agent License No.: _____

Selling Agent Phone No.: _____

Selling Agent Fax No.: _____

Selling Agent E-mail: _____

Individual Listing Agent: _____

Acting as a Designated Dual Agent (Check only if applicable)

Listing Agent License No.: _____

Listing Agent Phone No.: _____

Listing Agent Fax No.: _____

Listing Agent E-mail: _____

ACKNOWLEDGMENT OF RECEIPT OF MONIES

Seller: CaroMont Health, Inc. ("Seller")

Buyer: The City of Mount Holly ("Buyer")

Property Address: p/o 451 East Charlotte Avenue, Mount Holly, NC 28120 ("Property")

LISTING AGENT ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ _____, receipt of which Listing Agent hereby acknowledges.

Date: _____

Firm: _____

By: _____

(Signature)

(Print Name)

SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ _____, receipt of which Seller hereby acknowledges.

Date: _____

Seller: _____

(Signature)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF INITIAL EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an Initial Earnest Money Deposit in the amount of \$ _____. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: _____

Firm: Stott, Hollowell, Windham & Stancil, PLLC

By: _____

(Signature)

(Print Name)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF (ADDITIONAL) EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an (Additional) Earnest Money Deposit in the amount of \$ _____. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the (Additional) Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: _____

Firm: Stott, Hollowell, Windham & Stancil, PLLC

Time: _____ AM PM

By: _____

(Signature)

(Print Name)

OWNER
 5295 COURT DRIVE
 CASTLETON, NC 28034

PRELIMINARY PLAT
 MAP NO. 2023-0001
 SHERMAN COUNTY, N.C.

451 EAST CHARLOTTE AVENUE

CITY OF WOOD HOLLOW, RIVER BEACH TOWNSHIP, EASTON COUNTY, N.C.

451 EAST CHARLOTTE AVENUE
 DEED REFERENCE BOOK 42, PAGE 297
 TAX PARCEL NO. 272821
 LOT 1: 38,000 SQ. FT. OR 0.875 ACRES
 TOTAL: 38,000 SQ. FT. OR 0.875 ACRES

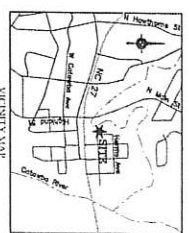
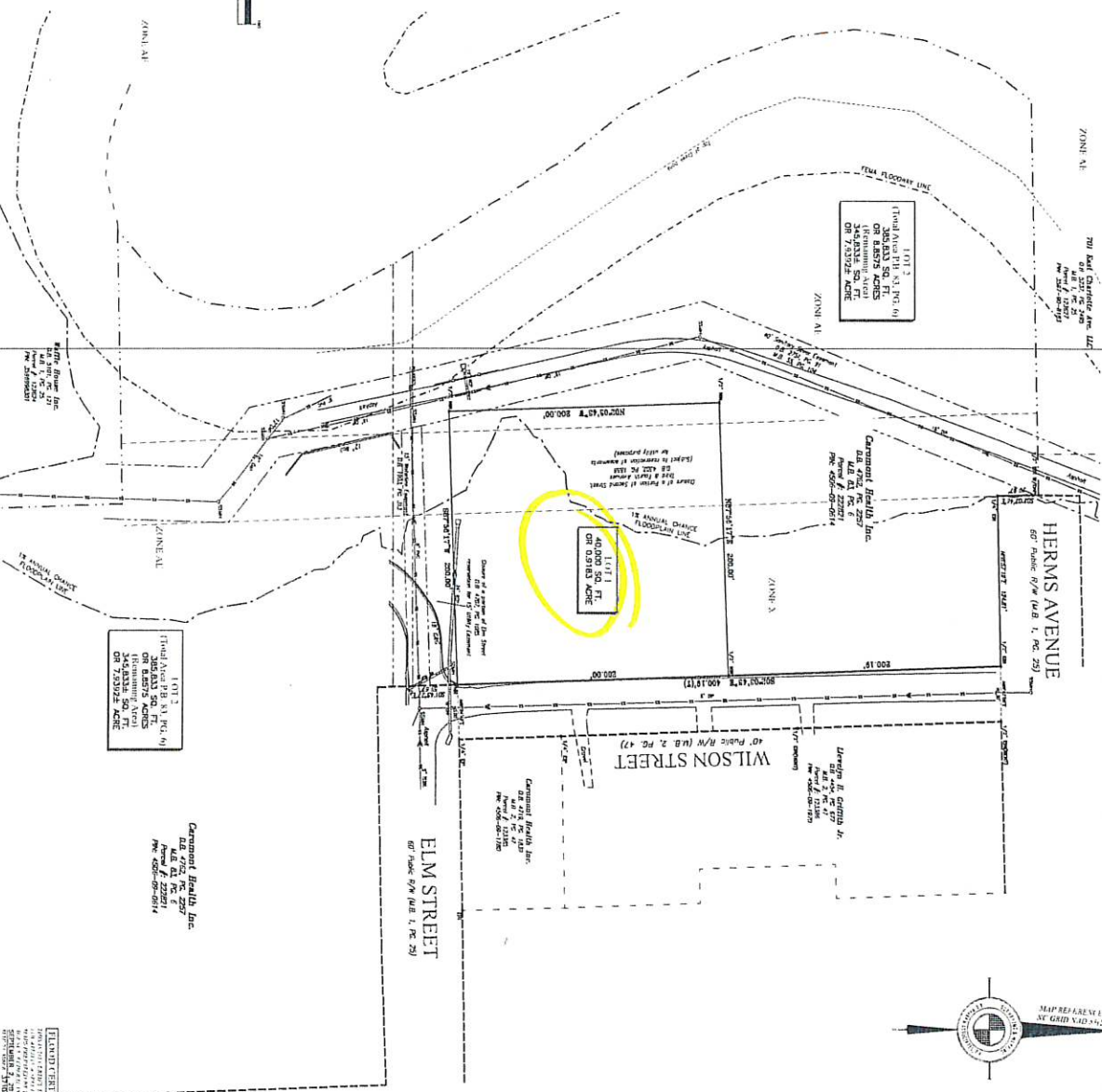
LEGEND

- FLOOD FLOODING LINE
- ZONE BOUNDARY
- PROPERTY BOUNDARY
- EASEMENT
- UTILITY
- DRIVEWAY
- DRIVE
- WALKWAY
- FENCE
- CURB
- SIDEWALK
- DRIVEWAY
- DRIVE
- WALKWAY
- FENCE
- CURB
- SIDEWALK

ZONING DISCLAIMER

THE ZONING DISCLAIMER IS A STATEMENT OF THE ZONING OFFICIAL'S OPINION AS TO THE APPLICABILITY OF THE ZONING ORDINANCE TO THE PROPOSED DEVELOPMENT. IT IS NOT A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE ZONING OFFICIAL'S OPINION IS BASED ON THE INFORMATION PROVIDED TO HIM/HER AND IS SUBJECT TO CHANGE WITHOUT NOTICE. THE ZONING OFFICIAL'S OPINION IS NOT A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE ZONING OFFICIAL'S OPINION IS NOT A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED HEREON.

EXHIBIT "A"



NOTES

1. THE PROPOSED DEVELOPMENT IS SUBJECT TO THE APPROVAL OF THE ZONING BOARD AND THE CITY COUNCIL.
2. THE PROPOSED DEVELOPMENT IS SUBJECT TO THE APPROVAL OF THE ZONING BOARD AND THE CITY COUNCIL.
3. THE PROPOSED DEVELOPMENT IS SUBJECT TO THE APPROVAL OF THE ZONING BOARD AND THE CITY COUNCIL.
4. THE PROPOSED DEVELOPMENT IS SUBJECT TO THE APPROVAL OF THE ZONING BOARD AND THE CITY COUNCIL.
5. THE PROPOSED DEVELOPMENT IS SUBJECT TO THE APPROVAL OF THE ZONING BOARD AND THE CITY COUNCIL.

CITY COUNCIL APPROVAL

APPROVED BY THE CITY COUNCIL ON _____, 2023.

ZONING APPROVAL

APPROVED BY THE ZONING BOARD ON _____, 2023.

REVIEW OFFICER

APPROVED BY THE REVIEW OFFICER ON _____, 2023.

OWNER'S CERTIFICATE

I, the undersigned, hereby certify that the information provided herein is true and correct to the best of my knowledge and belief.

STREETWORKS CERTIFICATE

I, the undersigned, hereby certify that the proposed development complies with the applicable streetwork standards.

PRELIMINARY

DATE	SCALE	BY	CHKD BY
APR 16, 2023	1" = 40'	R.B. PHARR & ASSOCIATES, P.A.	R.B. PHARR & ASSOCIATES, P.A.

Handwritten: RBP April 16, 2023

EXHIBIT "B"
Agreement for Purchase and Sale
p/o PID # 222821, 0.9183 acres on Wilson St.
Mount Holly, NC 28120

The undersigned parties hereby agree to amend the Offer to Purchase and Contract – Vacant Lot/Land ("Contract") on the property known as a p/o PID # 222821, 0.9183 acres on Wilson St. Mount Holly, NC 28120 ("Property"), between CaroMont Health, Inc., ("Seller") and the City of Mount Holly, North Carolina, ("Buyer") as follows:

1. If there is any language in this Exhibit B that conflicts with the Contract, then the language in this Exhibit B controls.
 2. Notwithstanding any provisions of the Contract to the contrary, Buyer's obligation to close the transaction set forth in the Contract shall be subject to, and conditioned upon, the successful subdivision of the Property from the remaining portion of PID 222821 at or prior to Closing (the "Closing Condition").
 3. Buyer to pay all closing costs and all costs associated with the subdivision of the Property as aforesaid.
-

Except for these amendments, the said Contract is ratified and continued as written.

Seller:

CaroMont Health, Inc.

By: W. Jeffrey Booker

Name: W. JEFFREY BOOKER

Title: VICE PRESIDENT, FACILITY SERVICES AND RENT ESTAFF

Date: April 16, 2024

Buyer:

The City of Mount Holly

By: Jonathan Blanton

Jonathan Blanton, City Manager

Date: April 20th 2026



Work Session Agenda Action Form

Meeting Date

April 27, 2026

From

Brian DuPont, Assistant City Manager
City Management

CONSENT AGENDA Item # 9

Letter of Intent to utilize Contemporary Benefits Advisor as Insurance Broker

Will this require a public hearing?

No

Background/Purpose of Request

Staff reviewed the City's brokerage services to ensure we are receiving the most objective guidance and best value. We appreciate the City's long-standing relationship with our current insurance broker. However, their recommendations have consistently favored continuation of the self-funded model, with alternative options explored primarily after staff direction. To ensure a comprehensive and independent review, the City engaged Contemporary Benefits Advisors to provide a second opinion, which offered additional insight into cost projections, risk exposure, and fully insured alternatives. Based on this broader analysis and the City's recent financial experience, management recommends transitioning brokerage services to Contemporary Benefits Advisors to ensure a more objective, cost-stable, and risk-focused approach moving forward.

Fiscal Impact

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

Manager/Staff Recommendation

Attachments

1. LOI



CITY of MOUNT HOLLY

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

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

April 27, 2026

Beverly Griffin
Contemporary Benefits Advisors
1801 Skyway Drive
Monroe, NC 28110

RE: Letter of Intent from the City of Mount Holly to utilize Contemporary Benefits Advisors as Insurance Broker

Dear Mrs. Griffin:

Please accept this correspondence as a letter of intent from the City of Mount Holly to utilize Contemporary Benefits Advisors (CBA) as the City's insurance broker. The broker will provide services including, but not limited to identifying potential insurance programs for City employees, negotiating terms, providing market analysis, and facilitating due diligence on the City's behalf.

During the term of this Letter, the City of Mount Holly agrees to work exclusively with CBA to facilitate the services in preparation for the Fiscal Year 2026-2027 Budget.

Sincerely,

Mayor David Moore
City of Mount Holly



Work Session Agenda Action Form

Meeting Date

April 27, 2026

From

Tara Douglas, City Clerk
City Clerk

CONSENT AGENDA Item # 10

Approval of City Council Meeting Minutes - April 13, 2026

Will this require a public hearing?

No

Background/Purpose of Request

Approval of City Council Meeting Minutes from April 13, 2026

Fiscal Impact

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

Manager/Staff Recommendation

Attachments

1. CCM 4-13-2025_draft

CITY OF MOUNT HOLLY
CITY COUNCIL MEETING MINUTES
MONDAY, April 13, 2026
COUNCIL CHAMBERS
7:00 PM

CALL TO ORDER

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

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

INVOCATION

Evangelist June Barker led the Council, Staff, and attendees in prayer.

PLEDGE OF ALLEGIANCE

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

SET THE AGENDA

Mayor Moore requested that the following changes be made to the agenda:

Presentation #5 will be moved to item # 3, Presentation # 3 will be moved to item # 4, and Presentation # 4 will be moved to item # 5.

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

Motion: Mayor Pro Tem Harris made a motion to approve the agenda as amended. Councilwoman Shoemaker seconded the motion.

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

CITY OF MOUNT HOLLY
CITY COUNCIL MEETING MINUTES
MONDAY, April 13, 2026
COUNCIL CHAMBERS
7:00 PM

CONSENT AGENDA

1. Proclamation for Arbor Day
2. Budget Amendment for Lead and Copper replacement project.
3. Letter of intent for property acquisition from Gaston County Schools
4. Resolution opposing limiting local authority on property tax.
5. Approval of City Council Meeting Minutes – March 23, 2026
6. Approval of City Council Meeting Minutes- Closed Session- March 23, 2026
7. Approval of Site Access Agreement for Verizon Wireless to the Stanley Taank for Maintenance and Use of Communications Facility.

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

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

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

PRESENTATIONS

1. Presentation from Miss Mount Holly and Miss Teen Mount Holly 2026
Taylor Foley, Miss Mount Holly
Haniska Nasanalley, Miss Teen Mount Holly

Miss Haniska Nasanalley presented her non-profit organization named Undeniably Me which is dedicated to promoting inclusivity, self-confidence and empowerment among young women.

Miss Taylor Foley presented her initiative named SMILE, which stands for Sharing Moments Inspiring and Loving Elders.

2. Swearing in for Fire Captain Chris Ohlin, Fire Captain Kieran Burke, Firefighter Ben Haynes, and Firefighter Jacob Hovis.

Fire Chief Ryan Baker

Mayor Moore administered the Oath of Office to Fire Captain Chris Ohlin, Fire Captain Kieran Burke, Firefighter Ben Haynes, and Firefighter Jacob Hovis.

3. Proclamation recognizing April 18, 2026 as National Line Workers Appreciation Day

Mayor Moore

Martha Wagner from Duke Energy stated that she is proud of the relationship that Duke Energy has with Mount Holly and to represent the Linemen standing behind her. Mayor

CITY OF MOUNT HOLLY
CITY COUNCIL MEETING MINUTES
MONDAY, April 13, 2026
COUNCIL CHAMBERS

7:00 PM

Moore read the proclamation recognizing April 18, 2026 as National Line Workers Appreciation Day.

4. Presentation of Eagle Scout Projects for Catawba Heights Neighborhood Park and Tuckasee Park

Mark Jusko

Aiden Eubanks and Troy Matthews from Boy Scout Troop 59

Mr. Jusko introduced Boy Scout Troop #59 members Aiden Eubanks and Troy Matthews and stated that they will be presenting their special projects. Mr. Jusko stated that these projects were approved by the Parks and Recreation Commission at their February 24, 2026 meeting.

Aiden Eubanks presented his Eagle Project as an A-frame swing that will be put in the Catawba Heights Neighborhood Park.

Troy Matthews stated that he will be building 3 wooden trash can covers for his Eagle Project. Mr. Matthews stated that these will be located at Tuckasee Park.

Motion: Mayor Pro Tem Harris made a motion to approve the Eagle Scout Project for Catawba Heights Neighborhood Park and Tuckasee Park. Councilman Brooks seconded the motion.

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

5. Presentation from the Mount Holly Community Development Foundation

Jeff Lee

Mr. Lee requested approval of installation of professional gallery rail hanging for artwork in the Grand Hall. Mr. Lee stated that the Grand Hall located inside the Municipal Complex is uniquely positioned to serve as a premier exhibition venue for local and regional artists. Mayor Pro Tem Harris inquired about the cost required from the City. Mr. Blanton stated that the estimated cost listed in Mr. Lee's proposal was \$3500.00. Mr. Blanton stated that staff at the Council's request can vet this proposal further and come back with a recommendation based on what staff can and cannot do. Councilman Meadows requested that staff explore uplighting as well.

Motion: Councilwoman Shoemaker made a motion for staff to continue exploring this request and bring back recommendations to the Council. Seconded by Councilman Meadows.

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

Mayor Moore called for a 5-minute recess.

CITY OF MOUNT HOLLY
CITY COUNCIL MEETING MINUTES
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COUNCIL CHAMBERS
7:00 PM

PUBLIC HEARING

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

Brandon Livingston

Mr. Livingston stated that the Planning Department staff has been working with representatives from Moore & VanAllen for the proposed 207, formerly 220, unit townhome subdivision to be called Holly Heights since December 2024. Mr. Livingston stated that the applicant wishes to rezone the entire 34.35 acres to a conditional district zoning for multifamily townhomes and amenities from the Gaston County R1 zoning district. Mr. Livingston stated that the Planning Commission heard this conditional rezoning case at their regular meeting on March 2, 2026 where members voted to recommend that the City Council table the consideration of this case until the April 6, 2026 Planning Commission meeting as well as to tonight's meeting. Mr. Livingston stated that the applicant considered reducing the number of units from the proposed 220 units to 207 or less units as well as better management of the traffic that could be generated by the proposed development. Mr. Livingston stated that staff also ran the cost-benefit analysis to reflect the reduced number of units with the development still showing a positive value. Mr. Livingston stated that staff met with the City's traffic engineering consultant Kimley-Horn on March 10, 2026 and they confirmed that there would not be any negative impacts to adjacent property owners as a result of traffic mitigation improvements. Mr. Livingston stated that the applicant is still proposing the 207 units that were discussed at the March 2, 2026 Planning Commission meeting. Mr. Livingston stated the revised plan showing the 207 units is included in the agenda packet. Mr. Livingston stated that Kimley-Horn was present at the Planning Commission meeting on April 6, 2026 and answered questions regarding the potential traffic impact. Mr. Livingston stated that the Planning Commission members noted that vinyl siding should not be used and should be removed from their approved materials. Mr. Livingston stated that the developer noted that vinyl would only be used on windows and soffits. Mr. Livingston stated that staff met with the developer to ensure that all mitigation improvements would be satisfied through the annexation agreement and a money in lieu option for the multipurpose path and crosswalk. Mr. Livingston stated that the Planning Commission voted in favor with members discussing concerns about the traffic generated with this project. Mr. Livingston stated that the applicant is proposing units that would feature three bedrooms and would range in size from 1200 to 1600 square feet. Mr. Livingston stated that the applicant is proposing 9.46 acres of usable open space, which exceeds the required minimum of 9.44 acres. Mr. Livingston stated that the applicant is also proposing to retain at least 23% or 7.97 acres of the site in pre-construction condition. Mr.

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Livingston stated that the number of units did trip the threshold for requiring a Traffic Impact Analysis (TIA) under the City’s ordinance. Mr. Livingston stated that based on the TIA and scoping meetings held, the applicant is accepting the responsibility for making the improvements listed in the packet. Mr. Livingston stated that the development scored a 114 out of 200 points, which is considered a good score using the best practice scoring methodology. Mr. Livingston stated that a public involvement meeting was held on September 25, 2025 and 22 people were in attendance raising concerns over the traffic and impacts to the character of the community. Councilman Meadows suggested specifying material usage in the plan notes so there is clear communication as to where the different materials are allowed to be used. Mr. Livingston stated that this would be added.

Mayor Moore entertained a motion to go out of the Regular Meeting and into the continuation of the Public Hearing.

Motion: Councilman Reeves made a motion to go out of the regular meeting and into the continuation of the Public Hearing. Councilwoman Shoemaker seconded the motion.

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

Public Hearing Speakers:

1. Sheri Costa: 116 St. Vincent Place- Ms. Costa stated that she is in favor of development, but not the Holly Heights development. Ms. Costa stated that there are no amenities for the community. Ms. Costa stated that the Traffic Impact Study is not reality. Ms. Costa stated that this development is not in line with the Strategic Vision Plan. Ms. Costa stated that the outreach for these developments do not go the extra mile and that hearings are not community engagement.
2. Darlene Nussbaum: 120 N. Canyon Ridge Drive- Ms. Nussbaum stated that she lives 25 feet from this development. Ms. Nussbaum stated that reading the information does not show an understanding of the impact on the neighbors.
3. Ruxandra Davis: 113 Lassiter Court- Ms. Davis stated that she is not opposed to development, citing the growth in Wake Forrest and how it was done well. Ms. Davis stated that she cannot see how 200+ houses will not affect the traffic on a 2-way road. Ms. Davis stated the reduction in the number of houses was minimal by the developer. Ms. Davis encouraged the appropriate infrastructure to support this level of growth.
4. Rebecca den Butter: 1711 N. Main Street- Ms. den Butter stated that the traffic study falls short on accurate current information and realistic planning. Ms. den Butter stated that she has witnessed multiple severe accidents with the increased traffic daily. Ms. den Butter stated that the studies do not include future growth. Ms. den Butter stated that her concern is that the Council is being asked to approve dense development without the appropriate infrastructure in place to support it. Ms. den Butter stated that the study is accepting

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congestion and safety risks as the outcome and that this is not a solution. Ms. den Butter stated that this area is already appropriately zoned for 100 single-family units and should remain zoned as such.

5. Joey den Butter: 1711 N. Main Street- Mr. den Butter stated that he is not opposed to growth but that this proposal represents unreasonable growth that outpaces our infrastructure, alters the character of this community and places burdens on current residents. Mr. den Butter stated that turning 30 acres of forest into 207 homes is not a small change. Mr. den Butter stated that there are 5 housing developments that have already been approved, but not started in Mount Holly, and 7 others that have active annexation petitions with all of the traffic being directed to North Main Street. Mr. den Butter stated that these projects will impact the same stretch of North Main Street, yet they are being treated as if they are completely unrelated. Mr. den Butter recommended a coordinated infrastructure plan by the City to minimize the impact of overlapping construction to the residents. Mr. den Butter stated that we have learned that NCDOT funding is not possible until at least 2050. Mr. den Butter stated that the City should be evaluating the infrastructure prior to these new developments.

Mayor Moore entertained a motion to come out of the Public Hearing and back into the Regular Meeting.

Motion: Councilman Craig made a motion to come out of the Public Hearing and back into the Regular Meeting. Councilman Meadows seconded the motion.

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

Mayor Moore recognized Bridget Grant from Moore & Van Allen to present for this public hearing item. Ms. Grant stated that she is a land use consultant with Moore & Van Allen on behalf of Marquee Homes. Ms. Grant reviewed the process to get here citing meetings with staff, a community meeting, and presenting before the Planning Commission. Ms. Grant stated that they have received positive recommendations from staff as well as the Planning Commission. Ms. Grant reviewed the aerial site context and highlighted the specifications of the project stating that it is approximately 34 acres and is adjacent to Mountain Island Village. Ms. Grant stated that the project is directly across the street from the proposed Abernathy rezoning and that they are working in collaboration with them to consider how each project's transportation improvements can make a better intersection overall. Ms. Grant stated that this project is consistent with the City's Land Use Plan, which is why they have the City staff's support in this location. Ms. Grant stated that the location is currently zoned as R-1 and under Gaston County and R12 in Mount Holly for a small portion of it. Ms. Grant stated that their proposed zoning is R8MF to allow development of townhome style residential that is consistent with what is directly adjacent to the

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site today. Ms. Grant gave an overview of the proposed plan's evolution and highlighted the changes made after the community meeting, citing a reduction in the total number of units from 220 to 207, a dwelling unit per acre reduction from 6.4 to 6, and an increase in tree save from 7.69 acres to 7.97 acres. Ms. Grant stated that the community's concerns about the 25-foot southern buffer was doubled to 50 feet. Ms. Grant highlighted that the Mountain Island Village site has 12 units per acre and that this project is a less dense development on a larger site. Ms. Grant stated that there are pockets of open space throughout. Ms. Grant address Councilman Meadows earlier request regarding material specification in the notes by stating that there are development standards spelling out the specifics on the building materials. Ms. Grant reviewed the school and utilities impact stating that this project is under capacity for both topics. Ms. Grant reviewed the Traffic Impact Analysis stating that it is fair and takes into consideration projected growth models, approved projects, and everything that is happening along the corridor and adjacent intersections. Ms. Grant reviewed the transportation improvements stating that they have overlaid their development with all of the anticipated lane changes and improvements just to demonstrate that it has been a collaborative and coordinated effort. Ms. Grant reviewed the community benefits citing an integrated open space with 9 acres of open space and greenway connections, amenities for residents, multi-use path and crosswalk at N. Main Street, tree preservation, community corridor adjacency supporting access to retail, and street improvements.

Councilman Meadows inquired about the traffic study and if there were any considerations included regarding lowering the speed limit on N. Main Street. Planning Director Greg Beal stated that this did not come up at any prior discussion. Mr. Beal reminded the Council of the City's stringent Traffic Impact Analysis (TIA) ordinance. Mr. Beal discussed what the City's TIA ordinance requires and stated that if the City did not have this ordinance, this traffic study would not be required. Mr. Beal stated that Kimley- Horn represents the City not the developer to ensure the City's best interest is protected. Councilman Meadows confirmed with Mr. Beal that the traffic consultant, Kimley-Horn, works for the City of Mount Holly and not the developer. Mr. Beal stated that the fees for the traffic study are paid by the developer with the average cost ranging from \$30-\$50K. Councilman Brooks asked the Kimley-Horn representative about the specifics around the timing of the study. Brady Finlea from Kimley-Horn stated that this study was done on Tuesday, May 7, 2024 and is always performed between Tuesday through Thursday. Councilman Craig confirmed this project would have its own entrance with no access through Mountain Island Village. Councilman Craig inquired about what the next steps would be if this request is denied. Ms. Grant stated that the property owner's son is here and could speak to this question. The property owner's son stated that his intention is to see his this through and they have not thought about other options if denied.

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2. Continuing of a public hearing to consider a petition for annexation, submitted by Alissa Grice and William Stewart Jr., for a 34.35-acre tract of land, located at Parcel #'s 177847, 177844, 177594, 177846, and 218371.

Marie Anders

Ms. Anders stated that this annexation was initiated by petitions from December 2024 for these two adjacent properties and was revised and resubmitted by Mr. Stewart's company, SJS of NC LLC, in February of 2026. Ms. Anders stated that tonight is a continuation of the public hearing that was advertised for the March 9, 2026 meeting. Ms. Anders stated that upon conclusion of the public hearing, the request for the Council is to allow staff to continue to work with the developer on the finalization of an annexation agreement to bring back at a future meeting. Councilman Meadows asked Ms. Anders to specify a timeline for this to be brought back for consideration. Ms. Anders deferred to Mr. Beal to speak to the timeline. Mr. Beal stated that this could be brought back for the Council's consideration at the May 11, 2026 meeting. Mr. Beal clarified that the Planning Commission does not hear matters relating to annexation petitions.

Mayor Moore entertained a motion to go out of the regular meeting and into the continuation of the public hearing.

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

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

With no one signed up to speak at the Public Hearing, Mayor Moore entertained a motion to come out of the Public Hearing and back into the Regular Meeting.

Motion: Councilwoman Shoemaker made a motion to go out of the Public Hearing and back into the Regular Meeting. Councilman Meadows seconded the motion.

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

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PUBLIC COMMENT

1. Johnny Piercy Mount Holly: 911 Timberlane Drive- Mr. Piercy spoke regarding Veterans Park. Mr. Piercy stated that he is not in favor of the rental townhomes as part of this development. Mr. Piercy stated that he feels as though the park would be an amenity for the townhomes and not for the residents. Mr. Piercy stated that he feels the parking is inadequate.
2. David Berg: 711 North Main Street- Mr. Berg spoke against the Veteran's Park/StreetLights agreement. Mr. Berg stated that handicap parking is inadequate.
3. Jeff Lee: Vintage Nest Owner located at 119 South Main Street- Mr. Lee expressed support for the StreetLights development agreement. Mr. Lee stated that this would create a connection between residents and business owners. Mr. Lee stated that the development would bring economic vitality along with thoughtful design that reinforces the spirit of Mount Holly.
4. Glenda Painter: 404 Timberlane Drive- Ms. Painter stated that she is not in favor of the Veterans Park expansion, citing that the current plan does not support the core value of keeping the small-town feel. Ms. Painter mentioned the lack of benches, parking, open spaces, and a Veteran's monument.
5. Rodney Williams: 315 S. Main Street- Mr. Williams stated that he opposes the Veteran's Park expansion project. Mr. Williams stated that it does not adhere to the strategic vision plan, is not aligned with core values, has no public parking and looks like it is just an amenity for the new apartments. Mr. Williams recommended the City pay for an architect that would build what the City would want and would find developers that would support this project.
6. Chris Harget: was not present when he was called.
7. Jerry Facchino: 157 Oakland Street- Mr. Facchino stated that he is in support of the Veteran's Park expansion project.
8. Jim Hope: 104 Clover Street- Mr. Hope stated that he is not for the Veteran's Park expansion project. Mr. Hope stated that he wants the best for what the City could be. Mr. Hope stated that Mount Holly does not need more people. Mr. Hope stated that he served Mount Holly for 31 years.
9. Billy Rick-125 S. Main Street- Mr. Rick expressed his support of the StreetLights/Veteran's Park development project. Mr. Rick stated that he is excited for the City to finally get the park that everyone has wanted. Mr. Rick stated that this project will add approximately 37 more public parking spaces. Mr. Rick stated that the downtown tenants are excited about the potential residents within walking distance to the downtown businesses.

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OLD BUSINESS

1. Update on StreetLights residential development agreement

Jonathan Blanton

City Manager Blanton updated the Council on the StreetLights residential project. Mr. Blanton reviewed the timeline stating that the public hearing on the question of a joint development project conveying real estate on East Catawba Avenue, East Central Avenue, and Municipal lane was held 2 weeks ago. Mr. Blanton clarified that this has been commonly referred to as the Veteran’s Park expansion and the downtown redevelopment project. Mr. Blanton explained that typically after a public hearing, the City Council moves forward with action following the question on the subject of the public hearing, but due to outstanding negotiations of a technical nature surrounding certain provisions of the agreement, the Council did not take action 2 weeks ago. Mr. Blanton apologized for any public confusion surrounding this issue and stated that it could have been made clearer at the meeting 2 weeks ago that the closed session was added to that agenda in order to finalize this discussion and that the agreements were not ready for the Council’s approval. Mr. Blanton gave further clarification of the actions that the Council took at the last meeting citing that closing the public hearing was required in order for the Council to take action to approve or deny these agreements. Mr. Blanton explained that a vote to close the public hearing was statutorily required and constituted a vote to move forward with considering and holding a vote on the proposed agreements at a future date.

Mr. Blanton stated that over the last 2 weeks, the City Attorney and staff have been finalizing the purchase and sale agreement, the development agreement, and the escrow agreement for the City Council’s consideration. Mr. Blanton stated that there have been no material changes to the information that he presented 2 weeks ago as it pertains to the townhome project or the public amenities. Mr. Blanton explained that the issues that were finalized were of a legal and technical nature and the agreements are available in full on the City’s website.

Mr. Blanton reminded everyone that the City has been working with StreetLights residential since last year and highlighted some of their projects, citing the Bowl at Ballantyne and a vast portfolio of residential projects across the country. Mr. Blanton stated that the City staff has been working with StreetLights to discuss a mixed-use product that consists of townhomes, a public park, an amphitheater, and open space products. Mr. Blanton recapped the Mount Holly Matters community forum event held in the latter part of 2025 that was facilitated by our partners at the Mount Holly Community Development Foundation. Mr. Blanton stated that the development renderings were presented to the community. Mr. Blanton stated that discussions with City staff and StreetLights continued which led to the purchase and sale agreement, the development agreement, and the escrow agreement that is before the Council tonight.

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Mr. Blanton reviewed the townhome park project renderings and stated that the agreements provide that between 96 and 120 townhomes be built on the site west of the creek downtown. Mr. Blanton stated that the agreements further require the developer to conduct any required feasibility analysis, which are deemed reasonably necessary in the planning of this project to include infrastructure capacity analysis, traffic and parking analysis, and utilities and stormwater analysis. Mr. Blanton stated that the project would provide approximately 130 parking spaces for the residential units, approximately 37 surface spaces, and additional approximately 50 on-street parking spaces totaling around 217 parking spaces for the townhome park project. Mr. Blanton stated that it provides for 2 entrances with the hope that a 3rd entrance will be possible off of Catawba Avenue. Mr. Blanton stated that the agreement requires that 15,000 square feet of commercial space to be built, with the proposed Farmer’s Market and renovations at 131 S. Main Street will yield over 60,000 square feet of new commercial space in this particular area if approved over the next 3 years. Mr. Blanton reviewed the park property renderings stating that the park is 2.73 acres, and the agreements require that it be built and turned back over to the City of Mount Holly. Mr. Blanton stated that the agreement requires a stage with attached restrooms, a playground, pickleball courts, and lawn space to be constructed. Mr. Blanton explained that the North Carolina General Statutes provide for specific steps to be taken in order to utilize these provisions stating that the first is that an advertisement for the public hearing occur leading up to the hearing which the City fulfilled. Mr. Blanton stated that the second requirement is to state the appraised value and proposed consideration in question. Mr. Blanton reviewed the appraised value and proposed consideration listing the appraised value at \$2,540,000.00, the proposed consideration at \$3,150,000.00, the escrow amount at \$4,150,000.00, and the public improvements at \$1,050,000.00 with a total public benefit of \$5,200,000.00. Mr. Blanton stated that should the Council proceed with these agreements in the future and upon adoption, the next steps and the tentative timeline regarding the purchase and sale agreement, the development agreement, and the escrow agreement would be the following:

1. Within 6 months after the effective date, the developer shall have satisfied the due diligence review.
2. Within 12 months after the expiration date of the due diligence period, the developer shall have finalized all plans, specifications, and permits for the project.
3. Within 30 days after the issuance of all permits for the project, the City and the developer shall close on the Townhome property.
4. Within 18 months after the closing described in subsection, the developer shall have achieved substantial completion of the public park.
5. Within 30 months, after closing, a Certificate of Occupancy is required.

Mr. Blanton opened the floor for any questions from the Council.

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Councilman Brooks inquired about the provisions for the City to opt out of the deal if things are not looking favorable for the City. Mr. Blanton explained that should the developer not meet the agreed-upon tenants throughout the due diligence period then the City would have options if the parties are not acting in good faith. Councilman Reeves inquired about where the possible entrance off Catawba Avenue would be. Mr. Blanton stated that the hope is to have an additional entrance near where the proposed new Farmer’s Market would be.

Motion: Councilman Craig made a motion to approve the StreetLights residential agreements. Councilman Meadows seconded the motion.

Councilman Brooks requested that the Council slow down and get through the question period. Mrs. Anders addressed Councilman Brooks stating that he is allowed to continue to ask any questions that he would like during this discussion period on the motion.

Mayor Moore read a statement that he had prepared that stated the following:

“This is a monumental decision for the City, and as Mayor, I think we need to pause before making a final decision on this issue. The City Manager provided the final agreements to the City Council for their consideration yesterday afternoon and the City Attorney has provided changes to the agreement this afternoon. There is no rush to make a decision on these agreements. We have to make sure that we get it right because there is no turning back once we commit ourselves to this deal. I think we have options and we need to take a hard look at the terms of these agreements. I appreciate StreetLights and I appreciate staff working to get these agreements ready for review, but I have a few reservations. Among these, that we do not have the right of first refusal. Once we agree to the deal, the purchaser can walk away for any reason while the City can only terminate for certain reasons during the due diligence and I do not believe the public has had ample time to review these full agreements. Again, there is no rush, and we are not bound to take any action on this tonight. We should treat this project the same as we do with any annexation. I think we need a full cost benefit analysis to see what this is going to cost the City of Mount Holly in the long term. The City has spent over 6 million dollars, and we have to be responsible stewards to our residents. I believe evaluating all options is a big part of that. Just today, I was talking about getting an architect involved to perhaps put a better RFP (Request for Proposals) out that shows numerous options for what this project could be. This is going to affect Mount Holly for generations, and we have to think about the next 50 to 100 years. Council, again, there’s no rush, and I think we need to pause a decision on this resolution until we have more time to review these documents and give the public more time to review these documents.”

Councilman Craig stated that even though the Council just got the revision today, this conversation has been ongoing for almost a year, so it is nothing new. Councilman Craig stated

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that this is not being rushed and that there has been a lot of due diligence without actually being in a due diligence period.

Mayor Moore addressed Councilman Craig stating that 35 pages were given yesterday and today. Councilman Craig stated that of those 35 pages that were originally given in previous months, that there were only a couple of revisions made.

With no other questions or discussion, Mayor Moore restated the motion made by Councilman Craig and seconded by Councilman Meadows.

Motion Tied 3-3. Mayor Moore broke the tie with a vote of Nay. (Motion Fails 3-4).

Yay: Councilman Meadows, Councilwoman Shoemaker, Councilman Craig

Nay: Councilman Brooks, Councilman Reeves, Mayor Pro Tem Harris, Mayor Moore as the tie breaker.

NEW BUSINESS

1. City Manager Report

Jonathan Blanton

Mr. Blanton highlighted the artwork changed at the pergola outside of the Municipal Complex. Mr. Blanton stated that a formal event to showcase the artist will be scheduled. Mr. Blanton thanked the Planning Department and the Public Arts Advisory Committee for their contributions to this project. Mr. Blanton highlight the completion of the AccuVision mural. Mr. Blanton highlighted the change of the leased art. Mr. Blanton stated that the City received great news that Duke Energy has approved the lease to put the River Street Bridge over the waterway. Mr. Blanton is hopeful that this project will be completed by early summer. Mr. Blanton stated that we continue to make progress on the Kemp A. Michael Way. Mr. Blanton highlighted the success of the recent Chalk-the-Walk event and thanked the Parks and Recreation staff as well as the elected officials in attendance. Mr. Blanton stated the our Get to Know Gaston event will be on Wednesday, April 15, 2026 at Tuckasee Park. Mr. Blanton stated that there will be Small Business Networking event Thursday evening at 6:00 pm at Muddy River Distillery. Mr. Blanton Reminded everyone about the RiverHawk Races happening Saturday, April 18, 2026 at the Municipal Complex. Mr. Blanton reminded everyone about the Merry Market event happening on April 25, 2025. Mr. Blanton stated that staff is prepping for the budget and will be bringing a recommendation to the Council in May.

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CLOSED SESSION

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

Mayor Moore entertained a motion to go out of the regular meeting and into closed session pursuant to NCGS 143-318.11(a)(3 and 5).

Motion: Mayor Pro Tem Harris made a motion to go out of the regular meeting and into closed session at 9:14 pm. Councilman Reeves seconded the motion.

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

Motion: Councilman Meadows made a motion to come out of closed session and back into the regular meeting at 9:20 pm. Councilman Brooks seconded the motion.

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

ADJORN

Motion: Mayor Pro Tem Harris made a motion to adjourn the April 13, 2026 City Council Meeting at 9:20 pm. Councilman Craig seconded the motion.

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

The meeting adjourned at 9:20 pm.



Work Session Agenda Action Form

Meeting Date

April 27, 2026

From

Tara Douglas, City Clerk
City Clerk

CONSENT AGENDA Item # 11

Approval of City Council Meeting Minutes — Closed Session - April 13, 2026

Will this require a public hearing?

No

Background/Purpose of Request

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

Fiscal Impact

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

Manager/Staff Recommendation

Attachments

None

Update on Evaluation of Selling Plots at Pineview Cemetery

City Council Work Session
April 27, 2026



1

Background

- First lots sold in 1939 with 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”
- Discussed at the 2021 and 2025 City Council Retreats



2

Evaluation of Needs to Establish Cemetery

- Perpetual Care Trust Fund
- Update of City Code and Fees
- Establish and Appoint a Cemetery Board of Trustees
- Challenges to selling lots:
 - Lack of internal records as to lots sold (not all the deeds were recorded)
 - Increased costs of ongoing maintenance



3

Evaluation of Expenses

- Current
 - Maintenance: \$11,300 (2026)
- Proposed (Prior to Selling Plots) \$530,000
 - Survey/Design/Construction: \$350,000
 - Operations: \$185,000
- Recurring Annual Expense
 - Operations & Maintenance: \$110,000



4

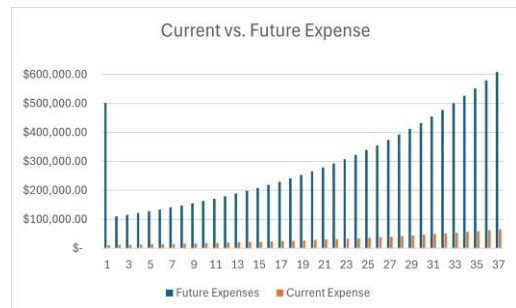
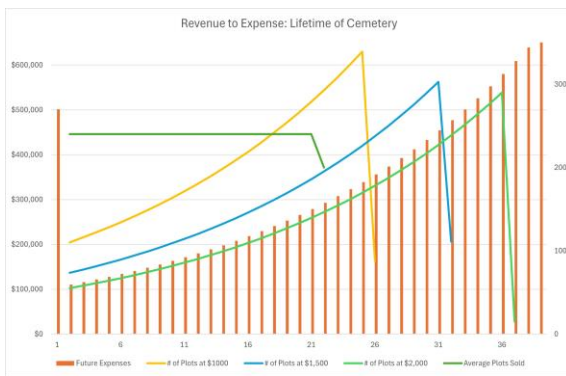
Evaluation of Revenue

- 5,000 more plots to be sold
- If we sold a single plot at \$x.00/plot AND sold enough each year to break even with expenses, then HOW many years would it take to sell out of plots?
 - \$1,000 would sell out in 26 years (Average sold per year - 200)
 - \$1,500 would sell out in 32 years (Average sold per year - 161)
 - \$2,000 would sell out in 39 years (Average sold per year - 138)
 - City of Gastonia Average Sold per year – 240
 - Sold out in 13 years using Gastonia’s average
 - Gastonia fees for a city resident \$1,200/plot and \$1,500/plot for non-city resident



5

Cost Benefit



*5% inflation to future expenses annually

6

Discussion



7



Work Session Agenda Action Form

Meeting Date

April 27, 2026

From

Brian DuPont, Assistant City Manager
City Management

NEW BUSINESS Item # 1

Update on Request by Historical Society for Mount Holly Museum

Will this require a public hearing?

No

Background/Purpose of Request

Fiscal Impact

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

Manager/Staff Recommendation

Attachments

1. Historical Society Requests Presentation(4.27.2026)

Update on Request by Historical Society for Mount Holly Museum

City Council Work Session
April 27, 2026



1

Background

- The Grand Re-Opening of the Mount Holly Museum was on November 2, 2025
- At the March 9th City Council meeting, Mr. John Jacob presented 3 requests on behalf of the Mount Holly Historical Society.
 - Placement of a sign in the Grand Hall ✓
 - The Mount Holly Historical Society Sign be relocated from the interior wall to the exterior wall on Central Avenue AND addition of Historical Society Logo or Wording on door and marquee
 - Staffing & Security Cameras



2

Evaluation of Requests

- The Mount Holly Historical Society Sign be relocated from the interior wall to the exterior wall on Central Avenue AND addition of Historical Society Logo or Wording on door and marquee
 - Interior Sign can be removed and re-installed on exterior in-house by staff
 - Approximate \$3,800 – Cost to replace Mount Holly Museum with Mount Holly Historical Society Museum on door and marquee



3

Evaluation of Requests

- Security Cameras
 - \$20,000 – Cost for additional cameras inside the museum
- Curator Position
 - Evaluated part-time and full-time: \$25,000 up to \$85,000/year
 - Varies on education and experience



4

Discussion





Work Session Agenda Action Form

Meeting Date

April 27, 2026

From

Brian DuPont, Assistant City Manager
City Management

NEW BUSINESS Item # 2

Update on Request by Mount Holly Community Development Foundation for Art in the Grand Hall

Will this require a public hearing?

No

Background/Purpose of Request

At the April 13, 2026 City Council meeting, Jeff Lee made a presentation for consideration of the addition of hanging hardware for art installations within the Grand Hall. Staff has reviewed this proposal and understands its feasibility. Consideration on maintenance, scheduling and potential reduction in profitability for rental of a neutral event space are some concerns.

Fiscal Impact

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

Manager/Staff Recommendation

Attachments

1. Gallery Hardware Proposal

PROPOSAL FOR INSTALLATION OF GALLERY HANGING HARDWARE

Grand Hall – Mount Holly Municipal Complex

Submitted by:

Mount Holly Community Development Foundation

Arts Mount Holly Committee

Chair: Jeffrey Lee

INTRODUCTION

The Mount Holly Community Development Foundation (MHCDF) respectfully submits this proposal requesting the installation of professional gallery hanging hardware in the Grand Hall of the Mount Holly Municipal Complex. As a central gathering space for civic, cultural, and community events, the Grand Hall is uniquely positioned to serve as a premier exhibition venue for local and regional artists. Adding gallery-grade hanging infrastructure would significantly enhance the Hall's functionality, aesthetic appeal, and value as a community asset.

PURPOSE OF THE REQUEST

The Grand Hall currently hosts a variety of public events, yet its ability to support high-quality art exhibitions is limited by the lack of appropriate hanging systems. Installing gallery hardware such as rail-based hanging tracks, fiberglass rods, and adjustable hooks would provide a safe, flexible, and professional method for displaying artwork. It would also protect the facility's walls from damage, elevate the overall presentation of art within the space, and expand the types of exhibitions and cultural programming the City can host.

This enhancement aligns with the City's ongoing commitment to supporting arts, culture, and community engagement.

IMPACT ON ARTS MOUNT HOLLY AND COMMUNITY PROGRAMMING

The MHCDF's Arts Mount Holly committee currently hosts two annual art events that draw significant participation from artists, residents, and visitors. These events have grown steadily in scale and ambition, and the addition of gallery hanging hardware would allow them to reach their full potential.

Benefits include:

- Creating a true gallery experience for artists and attendees
- Improving the professionalism and visual impact of exhibitions
- Allowing for more complex and diverse installations, including larger works and curated collections
- Supporting the long-term goal of expanding to a multi-day art event in Mount Holly
- Strengthening Mount Holly's identity as an arts-forward community

With this upgrade, the Grand Hall could become a signature exhibition space for the region, supporting not only Arts Mount Holly events but also school exhibitions, civic showcases, rotating art displays, and cultural programming throughout the year.

PROPOSED GALLERY HANGING HARDWARE

The recommended solution is the Walker Display Picture Hanging System a durable and flexible gallery-grade system widely used in municipal and gallery environments. The proposed components include:

- Fiberglass Rods – White, 6 ft

- Hook-Over Rod Sleeves
- Hi-Holders
- Hi-Hooks

These components provide a professional, adjustable, and damage-free method for hanging artwork of various sizes and weights.

ADDITIONAL REQUIRED HARDWARE: HANGING RAIL AND ATTACHMENT SYSTEM

The Walker Display components require a continuous hanging rail to support the rods and hooks. After visiting Awaken Gallery, located in Mount Holly, it was confirmed that their professional gallery system uses a similar approach: a simple, durable rail mounted high on the wall that supports fiberglass rods and adjustable hooks.

For the Grand Hall, the recommended rail solution is:

- A continuous 1/2-inch metal conduit pipe installed along the existing wood beam approximately 10 feet above the floor
- Placement avoids any damage to the historic brick walls
- Conduit mounting brackets and anchors installed at regular intervals
- Rail and brackets can be painted to match existing trim for a seamless appearance

This rail-and-rod system mirrors the proven setup used at Awaken Gallery and provides a cost-effective, professional solution for rotating exhibitions and multi-day art events.

ESTIMATED COST AND INSTALLATION APPROACH

The total estimated cost for purchasing and installing all gallery hanging hardware including the Walker Display components, the continuous ½-inch conduit rail, and all associated mounting hardware is approximately \$3,500.

Because this project is well-suited for an in-house installation, the Mount Holly Community Development Foundation recommends that the City Facilities Department complete the installation. Mounting the conduit rail along the existing wood beam avoids any damage to the historic brick walls and keeps the project within a manageable scope for City personnel. This DIY style installation eliminates the need for subcontractor labor, significantly reducing overall project costs while ensuring a professional and durable result.

CONCLUSION

Adding gallery hanging hardware to the Grand Hall is a strategic, high-impact improvement that will elevate Mount Holly's cultural offerings and support the continued growth of Arts Mount Holly. This investment strengthens the Municipal Complex as a vibrant community hub and positions the City to host art events of increasing scale, quality, and regional significance.

The Mount Holly Community Development Foundation appreciates your consideration and looks forward to continuing our shared work of building a thriving, creative, and connected community.

Today I am asking the PAAC Committee for your recommendation for city management, staff and city council to begin the process of investigating the feasibility of this project. I believe our community of art focused organizations has grown to the point this project with minimum cost will be a huge upgrade to

advancing and supporting the overall cultural experience in Mount Holly.