# March 10, 2025
# City Council Meeting

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

# City of Mount Holly
# City Council
# Regular Meeting

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

**CALL TO ORDER**

**INVOCATION:** Pastor Mark D. Massey from True Light Tabernacle of Deliverance

**PLEDGE OF ALLEGIANCE:** Boy Scout Troop #59

**SET THE AGENDA**

**CONSENT AGENDA**

1. Budget amendment for Powell Bill Project and Award Bid to Quinn Sales, Inc.
2. Budget Amendment and Approval to add additional street lighting along Woodlawn Ave and Horseshoe Bend Beach Rd.
3. Capital Project Ordinance-South Gateway Road Project/Budget Amendment
4. Approval of Audit Contract FY Ending 6-30-2025
5. Approval to Apply for the NCDOT Multimodal Planning Grant Program (MMPG).
6. Call for a Public Hearing for a text amendment to update the Zoning Ordinance-Chapter 7-Section 7.1 Note 5 to rework the standards associated with townhomes, and to make this Section clearer, and to update Chapter 6, Table of Permitted Uses, Section 6.6 & Section 7.1, as well as Chapter 3, Section 3.26 to provide updated definitions for multifamily uses. The latter update would provide buffer standards for utility equipment and storage yards, and provide a new note for this use, Note # 39. Case #TA-25-2.
7. Call for a Public Hearing for a text amendment to update the Subdivision and Land Development Ordinance Sections 153.059 and 153.082C to ensure that street lights are provided every 200 feet and provided from the entrance of developments. Case #TA-25-1.
8. Approval of Minutes- February 10, 2025 City Council Meeting
9. Approval of Minutes- February 10, 2025 Closed Session

**PRESENTATIONS**

1. Consideration & Approval of the Final Design Associated with the Ida Rankin Elementary Mural Project.

   Paul Lowe

2. Consideration & Approval of the Final Design Associated with the Ida Rankin Avenue Mural Project.

   Paul Lowe

3. Presentation by the Mount Holly Community Development Foundation

   Members of MHCDF

# City of Mount Holly
# City Council
# Regular Meeting

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

**PUBLIC HEARING**

1. Public Hearing to Consider a Rezoning Request, Initiated by Staff, to Rezone Parcel #s 218759 & 218760 from HI to B-3. Case # R-25-2.

   Paul Lowe

2. Public Hearing to consider rezoning a portion of a 2.13-acre tract of land, located at 501 Belmont-Mount Holly Road, Tax Parcel # 183899, from R-12 Single Family to B-3 General Business, as submitted by Billy Rick. Case # R-25-3.

   Greg Beal

**PUBLIC COMMENT –Three (3) Minute Limit**

**OLD BUSINESS**

1. Update on the Veterans Park Expansion

   Jonathan Blanton

2. Consideration of a Resolution to accept the offer of $762,500.00 and initiate Upset Bid Process for 131 South Main Street.

   Jonathan Blanton
   Marie Anders

**NEW BUSINESS**

1. Review, consider, and provide feedback concerning a draft ordinance to regulate dead, dangerous and diseased trees.

   Joshua Blackwell

2. City Manager Report

   Jonathan Blanton

**CLOSED SESSION**

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

**ADJOURN**

# Regular Meeting
# Agenda Action Form

| Meeting Date | From |
|---|---|
| March 10, 2025 | Michelle Wood, Finance Director<br>Streets and Solid Waste |

## CONSENT AGENDA Item # 1

Budget amendment for Powell Bill Project and Award Bid to Quinn Sales, Inc.

## Will this require a public hearing?

No

## Background/Purpose of Request

## Fiscal Impact

| | |
|---|---|
| Will Item affect current budget? | Yes |
| Reviewed by Finance Director? | Yes |
| Preaudit Certification Required? | No |
| Capital Project Ordinance Required? | No |
| Budget Transfer Required? | Yes |
| **Total City Dollars:** | 1,037,000 |
| **Budget Code:** | 27-20-4510-591 |
| Reviewed by City Attorney? | No |

## Manager/Staff Recommendation

## Attachments

1. Budget Amendment for Powell Bill
2. Award Sheet

**CITY OF MOUNT HOLLY**
**FY 24-25 Budget Amendment**

| Account Number | Description | Account Debit | Account Credit |
|---|---|---|---|
| 27-20-3991-000 | Fund Balance Appropriation | | $1,037,000.00 |
| 27-20-4510-591 | Capital- Street Construction | $1,037,000.00 | |
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| | | | |
| | | | |
| **TOTAL** | | $1,037,000.00 | $1,037,000.00 |

Date Submitted: 10-Mar-25

Finance Officer: ______________________

City Manager: ______________________

Department Comments:

Amendment to appropriate Powell Bill fund balance for Powell Bill Project

**BID FORM**

***Alternate 1 - North Main Street from NC-27 to Woodlawn Ave.**

This alternate includes the addition of a mid-block crossing across North Main Street near 147 N Main and 125 N Main and painting 5 additional parallel parking spots on the west side of the street north of 147 N Main. The mid-block crossing consists of ADA ramps on both sides of the street with raised truncated domes and thermoplastic crosswalk markings.

**BASE BID SHALL BE UNIT PRICE BASED AS SHOWN BELOW:**

| Item | Std. Item # | Sect. | Item | Qty | Unit | Unit Cost | Bid Amount in Figures |
|---|---|---|---|---|---|---|---|
| 1 | 0000100000- N<br>0043000000- N | 800<br>226 | Mobilization/Traffic Control | 1 | LF | $23,150.00 | $23,150.00 |
| 2 | 4893000000-E | SP | Special Burgundy/Brown Marking Paint for Crosswalks | 350 | SF | $11.55 | $4,042.50 |
| 3 | City Standard | SP | Restamp Asphalt Crosswalks at newly paved Driveways Brick Pattern to Match City's Existing Crosswalks | 350 | SF | $15.00 | $5,250.00 |
| 4 | 4702000000-E | 1205 | 24" Thermoplastic Marking Lines for Hi-Visibility Crosswalks (120mils) | 325 | LF | $28.85 | $9,376.25 |
| 5 | 2613000000- N | 848 | Remove and Dispose of Existing Concrete (Ramps/Sidewalk/Curb) for Retrofit to Existing Standards | 20 | SY | $156.00 | $3,120.00 |
| 6 | 2600000000-E | 848 | Concrete ADA Handicap Ramp (Retrofit) with Detectable Warning Devices – Raised Truncated Domes | 20 | SY | $140.00 | $2,800.00 |
| 7 | 1575000000-E | 620 | Liquid Asphalt Binder for Plant Mix | 30 | Tons | $560.00 | $16,800.00 |
| 8 | 1519000000-E | 610 | Asphalt Surface Course - I9.5B-various depth | 450 | Tons | $150.00 | $67,500.00 |
| 9 | 1297000000-E | 607 | Milling Asphalt Pavement (1.5" to 2.5" depth) | 4045 | SY | $10.40 | $42,068.00 |
| 10 | 1330000000-E | 607 | Incidental Milling – Tie-ins, etc. | 35 | SY | $10.40 | $364.00 |
| 11 | 1120000000-E | 545 | Incidental Stone - Aggregate Base Course (ABC) | 50 | Tons | $65.00 | $3,250.00 |
| 12 | 2830000000- N | 858 | Adjustment of Manholes | 6 | EA | $78.00 | $468.00 |
| 13 | 2845000000- N | 858 | Adjustment of Meter Boxes or Valve Boxes | 3 | EA | $156.00 | $468.00 |
| 14 | 4686000000-E | 1205 | 4" Double Yellow Thermoplastic Marking Lines – 120 mil | 945 | LF | $4.62 | $4,365.90 |
| 15 | 4685000000-E | 1205 | 4" White Thermoplastic marking Lines – 90 mil | 140 | LF | $2.90 | $406.00 |
| 16 | 4710000000-E | 1205 | 24" White Thermoplastic Pavement Marking Lines - 120 mil | 60 | LF | $28.85 | $1,731.00 |
| 17 | 481000000- E | 1205 | Paint Pavement Marking Lines (4", 2 Paint Coats) | 190 | LF | $1.75 | $332.50 |
| | | | | | | | |
| | | **Total Alternate 1 Bid Amount** | | $185,492.15 | | | |

## BID FORM
## *Alternate 2 – West Central Ave. from Oakland Street to South Main Street

**BASE BID SHALL BE UNIT PRICE BASED AS SHOWN BELOW:**

| Item | Std. Item # | Sect. | Item | Qty | Unit | Unit Cost | Bid Amount in Figures |
|---|---|---|---|---|---|---|---|
| 1 | 0000100000- N<br>0043000000- N | 800<br>226 | Mobilization/Traffic Control | 1 | LS | $16,485.00 | $ 16,485.00 |
| 2 | 1575000000-E | 620 | Liquid Asphalt Binder for Plant Mix | 20 | Tons | $560.00 | $ 11,200.00 |
| 3 | 1519000000-E | 610 | Asphalt Surface Course - I9.5B- various depth | 250 | Tons | $150.00 | $ 37,500.00 |
| 4 | 1297000000-E | 607 | Milling Asphalt Pavement (1.5" to 2.5" depth) | 2180 | SY | $ 8.70 | $ 18,966.00 |
| 5 | 1330000000-E | 607 | Incidental Milling – Tie-ins, etc. | 20 | SY | $8.70 | $ 174.00 |
| 6 | 1120000000-E | 545 | Incidental Stone - Aggregate Base Course (ABC) | 50 | Tons | $65.00 | $ 3,250.00 |
| 7 | 2830000000- N | 858 | Adjustment of Manholes | 1 | EA | $78.00 | $ 78.00 |
| 8 | 2845000000- N | 858 | Adjustment of Meter Boxes or Valve Boxes | 3 | EA | $156.00 | $ 468.00 |
| 9 | 4686000000-E | 1205 | 4" Double Yellow Thermoplastic Marking Lines – 120 mil | 35 | LF | $4.62 | $ 161.70 |
| 10 | 4710000000-E | 1205 | 24" White Thermoplastic Pavement Marking Lines - 120 mil | 12 | LF | $28.85 | $ 346.20 |
| 11 | 4810000000-E | 1205 | Paint Pavement Marking Lines (4", 2 Paint Coats) | 370 | LF | $1.75 | $ 647.50 |
| | | | | | | | |
| | | **Total Alternate 2 Bid Amount** | | $ 89,276.40 | | | |

## BID FORM
## *Alternate 3 – East Central Ave. from South Main Street to NC-273

**BASE BID SHALL BE UNIT PRICE BASED AS SHOWN BELOW:**

| Item | Std. Item # | Sect. | Item | Qty | Unit | Unit Cost | Bid Amount in Figures |
|---|---|---|---|---|---|---|---|
| 1 | 0000100000- N<br>0043000000- N | 800<br>226 | Mobilization/Traffic Control | 1 | LS | $23,985.00 | $23,985.00 |
| 2 | 1575000000-E | 620 | Liquid Asphalt Binder for Plant Mix | 30 | Tons | $560.00 | $16,800.00 |
| 3 | 1519000000-E | 610 | Asphalt Surface Course - I9.5B- various depth | 460 | Tons | $159.00 | $73,140.00 |
| 4 | 1297000000-E | 607 | Milling Asphalt Pavement (1.5" to 2.5" depth) | 3800 | SY | $9.45 | $35,910.00 |
| 5 | 1330000000-E | 607 | Incidental Milling – Tie-ins, etc. | 35 | SY | $9.45 | $330.75 |
| 6 | 1120000000-E | 545 | Incidental Stone - Aggregate Base Course (ABC) | 50 | Tons | $65.00 | $3250.00 |
| 7 | 2830000000- N | 858 | Adjustment of Manholes | 3 | EA | $78.00 | $234.00 |
| 8 | 4686000000-E | 1205 | 4" Double Yellow Thermoplastic Marking Lines – 120 mil | 1045 | LF | $4.62 | $4,827.90 |
| 9 | 4710000000-E | 1205 | 24" White Thermoplastic Pavement Marking Lines - 120 mil | 12 | LF | $28.85 | $346.20 |
| 10 | 4810000000-E | 1205 | Paint Pavement Marking Lines (4", 2 Paint Coats) | 175 | LF | $1.75 | $306.25 |
| | | | | | | | |
| | | **Total Alternate 3 Bid Amount** | | $159,130.00 | | | |

## BID FORM
## *Alternate 4 – North Hawthorne Street from NC-27 to Woodlawn Ave.

**BASE BID SHALL BE UNIT PRICE BASED AS SHOWN BELOW:**

| Item | Std. Item # | Sect. | Item | Qty | Unit | Unit Cost | Bid Amount in Figures |
|---|---|---|---|---|---|---|---|
| 1 | 0000100000- N<br>0043000000- N | 800<br>226 | Mobilization/Traffic Control | 1 | LS | $35,288.00 | $ 35,288.00 |
| 2 | 1575000000-E | 620 | Liquid Asphalt Binder for Plant Mix | 50 | Tons | $560.00 | $ 28,000.00 |
| 3 | 1519000000-E | 610 | Asphalt Surface Course - I9.5B-various depth | 750 | Tons | $ 145.00 | $ 108,750.00 |
| 4 | 1297000000-E | 607 | Milling Asphalt Pavement (1.5" to 2.5" depth) | 6750 | SY | $ 8.10 | $ 54,675.00 |
| 5 | 1330000000-E | 607 | Incidental Milling – Tie-ins, etc. | 120 | SY | $8.10 | $ 972.00 |
| 6 | 1120000000-E | 545 | Incidental Stone - Aggregate Base Course (ABC) | 50 | Tons | $65.00 | $ 3,250.00 |
| 7 | 2830000000- N | 858 | Adjustment of Manholes | 8 | EA | $ 78.00 | $ 624.00 |
| 8 | 2845000000- N | 858 | Adjustment of Meter Boxes or Valve Boxes | 4 | EA | $156.00 | $ 624.00 |
| 9 | 4686000000-E | 1205 | 4" Double Yellow Thermoplastic Marking Lines – 120 mil | 2500 | LF | $ 4.62 | $ 11,550.00 |
| 10 | 4710000000-E | 1205 | 24" White Thermoplastic Pavement Marking Lines - 120 mil | 30 | LF | $28.85 | $ 865.50 |
| | | | | | | | |
| | | **Total Alternate 4 Bid Amount** | | $244,598.50 | | | |

| | | |
|---|---|---|
| | Total Base Bid | $ 223,226.60 |
| | Total Alternate 1 Bid Amount | $ 185,492.15 |
| | Total Alternate 2 Bid Amount | $ 89,276.40 |
| | Total Alternate 3 Bid Amount | $ 159,130.00 |
| | Total Alternate 4 Bid Amount | $ 244,598.50 |
| **Contingency** | Owner's Contingency in the amount of fifteen (15%) percent of the base bid | $ 135,258.55 |
| | **Grand Total Bid Amount (Including all alternates, and contingency)** | $ 1,036,982.20 |

*Unit prices are complete for labor, equipment, material, overhead and profit. Base Bid includes the quantity of each item to be furnished complete according to the work shown on the plans and specifications and as estimated herein, inclusive of all appurtenances, as shown and specified.*

*The City of Mount Holly reserves the right to delete resurfacing maps if the overall price exceeds available funding.*

***Lump Sum Grading/Traffic Control includes all grading and cleanup to finish project per plans and to leave construction areas, yards, lawns, etc. in like or better condition. This line item also includes all work zone signing (temporary and permanent), flagging, etc. to maintain traffic according to the MUTCD.*

**EXECUTION OF BID**

**A CONTRACT FOR: Main Street Repaving Project**

The person executing the Bid, on behalf of the Bidder, being first duly sworn, deposes and says that:

(1) It is the intent of the Bidder to enter into this Contract to furnish materials, labor, and equipment required to perform all work specified in accordance with the instructions, terms, conditions, provisions, specifications, plans and all other Contract Documents incorporated into this Invitation to Bid;

(2) He/She is fully informed regarding the preparation and contents of the attached Proposal and of all pertinent circumstances regarding such Proposal;

(3) Neither he/she, nor any official, agent or employee of the Bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is a restraint of free competitive bidding in connection with this Bid;

(4) He/she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability, or veteran's status.

**Type of Bidder:** ☐ **Sole Proprietor** ☐ **Partnership** ☐ **Limited Liability Company** ☒ **Corporation** ☐ **Joint Venture** (Check appropriate box)

| | BIDDER #1 | BIDDER #2 (If a Joint Venture or Partnership) |
|---|---|---|
| Name | Quinn Sales, Inc. | |
| Address | PO Box 6280<br>Gastonia, NC 28056 | |
| Phone | 704-865-2479 | |
| Fax | 704-868-8408 | |
| Printed Name | Kenneth R. Huggins | |
| Signature | [signature] | |
| Title | Senior Vice-President | |

**Notary**

| | |
|---|---|
| Subscribed and sworn before me<br>This day of 3-3, 2025 | Subscribed and sworn before me<br>this day of ________, 20___ |
| Tracy R Wensil<br>Signature | ____________<br>Signature |
| My commission expires 6/30/29 | My commission expires ________ |

TRACY R WENSIL
NOTARY
PUBLIC
GASTON COUNTY, NC

# Regular Meeting Agenda Action Form

| Meeting Date | From |
|---|---|
| March 10, 2025 | Jeremy Moss, Building and Grounds Director<br>Maintenance |

## CONSENT AGENDA Item # 2

Budget Amendment and Approval to add additional street lighting along Woodlawn Ave and Horseshoe Bend Beach Rd.

## Will this require a public hearing?

No

## Background/Purpose of Request

## Fiscal Impact

| | |
|---|---|
| Will Item affect current budget? | Yes |
| Reviewed by Finance Director? | |
| Preaudit Certification Required? | |
| Capital Project Ordinance Required? | N/A |
| Budget Transfer Required? | Yes |
| **Total City Dollars:** | $27,052.30 |
| **Budget Code:** | 10-00-4260-331 |
| Reviewed by City Attorney? | N/A |

## Manager/Staff Recommendation

Staff Recommends adding additional lighting as this will thwart off mischief and assist with driver visibility.

## Attachments

1. BD for lighting 3-10-25

**CITY OF MOUNT HOLLY**
**FY 24-25 Budget Amendment**

| Account Number | Description | Account Debit | Account Credit |
|---|---|---|---|
| 10-00-3991-000 | Fund Balance Appropriation | | $27,052.00 |
| 10-00-4260-331 | Utilities | $27,052.00 | |
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| | | | |
| **TOTAL** | | $27,052.00 | $27,052.00 |

Date Submitted: 10-Mar-25

Finance Officer: ____________________

City Manager: ____________________

Department Comments:

Amendment to appropriate fund balance for lighting

Unassigned Fund Balance after Budget Amendment Approval: 11,338,562

% of Budget after Budget Amendment Approval: 40.593136%

# Regular Meeting
# Agenda Action Form

| Meeting Date | From |
|---|---|
| March 10, 2025 | Michelle Wood, Finance Director<br>Finance |

## CONSENT AGENDA Item # 3

Capital Project Ordinance-South Gateway Road Project/Budget Amendment

## Will this require a public hearing?

No

## Background/Purpose of Request

Approve Capital Project Ordinance and Budget Amendment for South Gateway Road Project

## Fiscal Impact

| | |
|---|---|
| Will Item affect current budget? | Yes |
| Reviewed by Finance Director? | Yes |
| Preaudit Certification Required? | NO |
| Capital Project Ordinance Required? | Yes |
| Budget Transfer Required? | Yes |
| **Total City Dollars:** | 3,000,000 |
| **Budget Code:** | |
| Reviewed by City Attorney? | No |

## Manager/Staff Recommendation

Request approval of Capital Project Ordinance and Budget Amendment

## Attachments

1. South Gateway Road Capital Project Ordinance
2. BD For Capital Project SouthGateway Road

**CAPITAL PROJECT ORDINANCE FOR SOUTH GATEWAY ROAD PROJECT**

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

Section 1. The project authorized is for South Gateway Road Improvements. The project will be funded through fund balance.

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

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

| | | |
|---|---|---|
| Construction | $ | 2,618,490 |
| Contingency | | 252,250 |
| Administrative Costs | | 129,260 |
| **TOTAL** | **$** | **3,000,000** |

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

| | | |
|---|---|---|
| Transfer from General Fund Balance | $ | 3,000,000 |
| **TOTAL** | **$** | **3,000,000** |

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

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

THIS ORDINANCE ADOPTED THIS THE 10TH DAY OF MARCH 2025.

David Moore, Mayor
City of Mount Holly

ATTEST:

Tara Douglas, CMC
City Clerk

**CITY OF MOUNT HOLLY**
**FY 24-25 Budget Amendment**

| Account Number | Description | Account Debit | Account Credit |
|---|---|---|---|
| 10-00-3991-000 | Fund Balance Appropriation | | $ 3,000,000 |
| 10-00-4120-985 | Transfer to Capital Projects - SouthGateway Road | $3,000,000.00 | |
| 41-00-9200-550 | Construction | $2,618,490.00 | |
| 41-00-9200-552 | Contingency | $252,250.00 | |
| 41-00-9200-556 | Administrative Costs | $129,260.00 | |
| 41-00-3985-982 | Transfer from General Fund | | $3,000,000.00 |
| | | | |
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| | | | |
| | **TOTAL** | $6,000,000.00 | $ 6,000,000.00 |

Date Submitted: 10-Mar-25

Finance Officer:

City Manager:

Department Comments:

Amendment to appropriate fund balance as a transfer to Capital Project for SouthGateway Road

# Regular Meeting
# Agenda Action Form

| Meeting Date | From |
|---|---|
| March 10, 2025 | Michelle Wood, Finance Director<br>Finance |

## CONSENT AGENDA Item # 4

Approval of Audit Contract FY Ending 6-30-2025

## Will this require a public hearing?

No

## Background/Purpose of Request

## Fiscal Impact

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

## Manager/Staff Recommendation

## Attachments

1. City of Mount Holly - 2025 Single Audit Engagement Letter
2. City of Mount Holly & TDA - 2025 Audit Contract
3. Mount Holly TDA - 2025 Yellow Book Engagement Letter

February 24, 2025

Michelle Wood, Finance Director
City of Mount Holly
400 E Central Avenue
Mount Holly, NC 28120

Martin Starnes & Associates, CPAs, P.A. ("we") are pleased to provide the City of Mount Holly (the "City," "you" or "your") with the professional services described below. Please read this letter, and any other attachments incorporated herein (collectively, "Agreement"). This Agreement details the nature and limitations of the services we will provide, the terms of our engagement and each party's responsibilities.

**Engagement Objective and Scope**

We will audit the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Mount Holly, NC, as of June 30, 2025, and for the year then ended, and the related notes to the financial statements, which collectively comprise the City of Mount Holly's basic financial statements as listed in the table of contents.

In addition, we will audit the entity's compliance over major federal and state award programs for the period ended June 30, 2025. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal and state award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and *Government Auditing Standards*, if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America require that certain supplementary information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis
- Law Enforcement Officers' Special Separation Allowance schedules
- Other Post-Employment Benefits' schedules
- Local Governmental Employees' Retirement System's schedules

Supplementary information other than RSI will accompany the City of Mount Holly's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Combining and individual fund financial statements
- Budgetary schedules
- Supplemental ad valorem tax schedules
- Other schedules
- Mount Holly Tourism Development Authority schedules
- Schedule of Expenditures of Federal and State Awards

**Schedule of Expenditures of Federal and State Awards**

We will subject the Schedule of Expenditures of Federal and State Awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the Schedule of Expenditures of Federal and State Awards is presented fairly in all material respects in relation to the financial statements as a whole.

**Data Collection Form (if applicable)**

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, Schedule of Expenditures of Federal and State Awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the Federal Audit Clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the Federal Audit Clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

**Audit of the Financial Statements**

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act. As part of an audit of financial statements in accordance with GAAS and in accordance with *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- May include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected customers, creditors, financial institutions, and other third parties as part of our audit procedures. We also may request written representations from your attorneys on litigation, claims, and assessments as part of the engagement, and they may bill you for responding to our inquiries. At the conclusion of our audit, we also will require certain written representations from management made during the audit about the financial statements and related matters.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of Mount Holly's ability to continue as a going concern for a reasonable period of time.

We may advise management about appropriate accounting principles and their application, and we may assist in the assembly of your financial statements. However, management has the final responsibility for the selection and application of accounting policies and the fair presentation of financial statements that reflect the nature and operation of the City of Mount Holly.

We plan to obtain and place reliance on the report of other auditors for the City of Mount Holly ABC Board, a discretely presented component unit of the City, assuming that our communications with the other auditors and review of their audit report and the financial statements of the City of Mount Holly ABC Board provide sufficient and appropriate audit evidence on which to base our opinion on the discretely presented component unit.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

**Reporting**

We will issue a written report upon completion of our audit of the City of Mount Holly's basic financial statements. Our report will be addressed to the governing body of the City of Mount Holly. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

We will provide copies of our reports to the City. However, management is responsible for distribution of the reports and financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

We also are responsible for communicating with the City's management or those charged with governance our audit responsibility under GAAS, an overview of the planned scope and timing of the audit including significant risks identified by us, significant issues or findings from the audit, including our views about the qualitative aspects of the City of Mount Holly's significant accounting practices, significant unusual transactions, significant difficulties encountered during the audit, disagreements with management, difficult or contentious matters for which we consulted outside the engagement team and that are, in our professional judgement, relevant to those charged with governance, uncorrected and corrected misstatements, and other findings or issues arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

**Audit of Major Program Compliance**

Our audit of the City of Mount Holly's major federal and state award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended, the Uniform Guidance, and the State Single Audit Implementation Act, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and the State Single Audit Implementation Act and other procedures we consider necessary to enable us to express such an opinion on major federal and state award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance and the State Single Audit Implementation Act require that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal and state award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, the Uniform Guidance, and the State Single Audit Implementation Act will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal or state programs as a whole.

As part of a compliance audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal and state programs and, performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs, and performing such other procedures as we consider necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and the State Single Audit Implementation Act.

Also, as required by the Uniform Guidance and the State Single Audit Implementation Act, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal and state award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal and state award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

**Management's Responsibilities**

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of the system of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For the prevention and detection of fraud, including the design and implementation of programs and controls to prevent and detect fraud;
4. For identifying, in its accounts, all federal and state awards received and expended during the period and the federal and State programs under which they were received;
5. For maintaining records that adequately identify the source and application of funds for federal and state funded activities;
6. For preparing the Schedule of Expenditures of Federal and State Awards (including notes and noncash assistance received) in accordance with the Uniform Guidance and State Single Audit Implementation Act;
7. For designing, implementing, and maintaining effective internal control over federal and state awards that provides reasonable assurance that the entity is managing federal and state awards in compliance with federal and state statutes, regulations, and the terms and conditions of the federal and state awards;
8. For identifying and ensuring that the entity complies with federal and state laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal and state award programs, and implementing systems designed to achieve compliance with applicable federal and state statutes, regulations and the terms and conditions of federal and state award programs;
9. For disclosing accurately, currently and completely the financial results of each federal and state award in accordance with the requirements of the award;
10. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
11. For taking prompt action when instances of noncompliance are identified;
12. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
13. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
14. For submitting the reporting package and data collection form to the appropriate parties;
15. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
16. To provide us with:
    a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including the disclosures, and relevant to federal and state award programs, such as records, documentation, and other matters;
    b. Additional information that we may request from management for the purpose of the audit;

c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report (if applicable); and
e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report (if applicable).

17. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year or period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
18. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
19. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
20. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant roles in the system of internal control and others where fraud could have a material effect on compliance;
21. For the accuracy and completeness of all information provided;
22. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information, records and documentation;
23. For informing us of any events encountered subsequent to the period under audit that may require adjustment to or note disclosure in the financial statements; and
24. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

With regard to the Schedule of Expenditures of Federal and State Awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the Schedule of Expenditures of Federal and State Awards in accordance with the Uniform Guidance and the State Single Audit Implementation Act, (b) to provide us with the appropriate written representations regarding the Schedule of Expenditures of Federal and State Awards, (c) to include our report on the Schedule of Expenditures of Federal and State Awards in any document that contains the Schedule of Expenditures of Federal and State Awards and that indicates that we have reported on such schedule, and (d) to present the Schedule of Expenditures of Federal and State Awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited basic financial statements readily available to the intended users of the Schedule of Expenditures of Federal and State Awards no later than the date of issuance by you of the schedule and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

**Limitations of the Audit Report**

Should the City wish to include or incorporate by reference these financial statements and our report thereon into any other document at some future date, we will consider granting permission to include our report into another such document at the time of the request. However, we may be required by generally accepted auditing standards (GAAS) to perform certain procedures before we can give our permission to include our report in another document such as an annual report, private placement, regulator filing, official statement, offering of debt securities, etc. You agree that the City will not include or incorporate by reference these financial statements and our report thereon, or our report into any other document without our prior written permission. In addition, to avoid unnecessary delay or misunderstandings, it is important to provide us with timely notice of your intention to issue any such document.

**Nonattest Services**

We will perform the following nonattest services:

- Draft of financial statements and footnotes
- GASB 34 conversion entries
- Preparation of auditor portions of Data Collection Form (if applicable)
- Preparation of AFIR
- Preparation of LGC's data input worksheet
- Clerical services

We will not assume management responsibilities on behalf of the City of Mount Holly. However, we will provide advice and recommendations to assist management of the City of Mount Holly in performing its responsibilities.

The City of Mount Holly's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) designing, implementing, and maintaining the system of internal control, including the process used to monitor the system of internal control.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

*Government Auditing Standards* require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

You may request that we perform additional services not contemplated in this engagement letter. If this occurs, we will communicate with you regarding the scope and estimated cost of these additional services. Engagements for additional services may necessitate that we amend the Agreement or issue a separate agreement to reflect the obligations of all parties. In the absence of any other written communications from us documenting additional services, our services will be limited to and governed by the terms of this Agreement.

**Electronic Transmittals**

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

During the course of the engagement, a portal will be in place for information to be shared, but not stored. Our policy is to terminate access to this portal after one year. The City is responsible for data backup for business continuity and disaster recovery, and our workpaper documentation is not to be used for these purposes.

If you decide to transmit your confidential information to us in a manner other than a secure portal, you accept responsibility for any and all unauthorized access to your confidential information. If you request that we transmit confidential information to you in a manner other than a secure portal, you agree that we are not responsible for any liability, including but not limited to, (a) any loss or damage of any nature, whether direct or indirect, that may arise as a result of our sending confidential information in a manner other than a secure portal, and (b) any loss arising as a result of any virus being passed on or with, or arising from any alteration of, any email message.

**Timing of Engagement**

We expect to begin our services at a time mutually determined by you and Martin Starnes & Associates, CPAs, P.A. and after receipt of this executed Agreement and all documents requested by our office. The timing of our work is dependent upon the timely receipt of the information we request from you, including timely responses to any questions we may ask.

Our services under this Agreement will conclude at the earlier of:

- issuance of the deliverable outlined in this Agreement;
- written notification by either party that the Agreement is terminated

**Provisions of Engagement Administration and Fees**

Marcie Spivey is the engagement partner for the audit services specified in this letter. The engagement partner's responsibilities include supervising Martin Starnes & Associates, CPAs, P.A.'s services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. To ensure that our independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

The audit documentation for this engagement is the property of Martin Starnes & Associates, CPAs, P.A. and constitutes confidential information. However, we may be requested to make certain audit documentation available to the Local Government Commission, Office of the State Auditor, federal or state agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Martin Starnes & Associates, CPAs, P.A.'s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

Our fees for these services are as follows:

| | |
|---|---|
| Audit Fee | $ 56,750 |
| Financial Statement Drafting | 8,000 |
| Single Audit Fees (up to 2 programs) | 4,250 |
| | $ 69,000 |
| **Additional Fees:** | |
| Charge per major program in excess of 2 | $ 4,250 |

Please note that the fees above include up to 2 major programs, as indicated. The "total amount not to exceed" listed on the audit contract includes up to 3 major programs. If the total number of major programs exceeds 3 and the "total amount not to exceed" needs to be increased, we will prepare an amended contract to include the fees necessary based on the per program amount listed as additional fees above.

Our invoices for these fees will be rendered in four installments as work progresses and are payable upon presentation. The City agrees to pay all cost of collection (including reasonable attorney fees) that the Firm may incur in connection with the collection of unpaid invoices. In accordance with our firm policies, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for non-payment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. In the event that work is discontinued, either temporarily or permanently, as a result of delinquent or non-payment, we shall not be liable for any loss you may incur as a result of the work stoppage, including penalties and interest. In such cases, you assume all risk associated with your failure to meet any governmental or other deadlines.

We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the City of Mount Holly's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

We want our clients to receive the maximum value for our professional services and to perceive that our fees are reasonable and fair. In working to provide you with such value, we find there are certain circumstances that can cause us to perform work in excess of that contemplated in our fee estimate.

Following are some of the more common reasons for potential supplemental billings:

*Changing Laws and Regulations*

There are many governmental and rule-making boards that regularly add or change their requirements. Although we attempt to plan our work to anticipate the requirements that will affect our engagement, there are times when this is not possible. We will discuss these situations with you at the earliest possible time in order to make the necessary adjustments and amendments in our engagement.

The estimated fees are based on auditing and accounting standards effective as of the date of this engagement letter and known to apply to the City at this time. Unless otherwise indicated, estimated fees do not include any time related to the application of new auditing or accounting standards that impact the City for the first time.

*Incorrect Accounting Methods or Errors in Client Records*

We base our fee estimates on the expectation that client accounting records are in order so that our work can be completed using our standard testing and accounting procedures. However, should we find numerous errors, incomplete records, or the application of incorrect accounting methods, we will have to perform additional work to make the corrections and reflect those changes in the financial statements. If, for any reason, the City is unable to provide such schedules, information, and assistance, the Firm and the City will mutually revise the fee to reflect additional services, if any, required of us to achieve these objectives.

*Failure to Prepare for the Engagement*

In an effort to minimize your fees, we assign you the responsibility for the preparation of schedules and documents needed for the engagement. We also discuss matters such as availability of your key personnel, deadlines, and work space. If your personnel are unable, for whatever reasons, to provide these items as previously agreed upon, it might substantially increase the work we must do to complete the engagement within the scheduled time.

*Starting and Stopping Our Work*

If we must withdraw our staff or accommodate the City’s requested scheduling change because of the condition of the client's records, or the failure to provide agreed upon items within the established timeline for the engagement, we will not be able to perform our work in a timely, efficient manner, as established by our engagement plan. This will result in additional fees, as we must reschedule our personnel and incur additional start-up costs.

Our fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit.  If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our fees for such services range from $85-$410 per hour.

***Non-Solicitation of Employees and Independent Contractors***

During the term of this engagement and for a period of eighteen (18) months after the end of this engagement, for whatever reason, you agree that you shall not, directly or indirectly: (i) solicit or attempt to solicit for employment or for engagement as an independent contractor, any of our employees or independent contractors; or (ii) solicit, encourage, or induce, or attempt to solicit, encourage, or induce, any of our employees or independent contractors to leave the employment of Martin Starnes & Associates, CPAs, P.A. or terminate their relationship with Martin Starnes & Associates, CPAs, P.A.  For the avoidance of doubt, general advertisements for employment shall not be deemed a violation of this paragraph.

You agree that we invest a large amount of capital and resources to ensure that our employees and independent contractors deliver the highest level of service in our industry.  You also agree that the cost of recruiting and hiring qualified individuals to replace our employees or independent contractors would be a lengthy and expensive process.  You therefore agree that your violation of the non-solicitation provision above will result in economic damages that are difficult to ascertain and that, in the event of a breach of the non-solicitation provision above, you will pay to Martin Starnes & Associates, CPAs, P.A. a fee equal to One Hundred Percent (100%) of the employee’s or independent contractor’s annual rate of compensation at the time their relationship with us ends.

You further agree that your breach or threatened breach of the non-solicitation provision above would result in irreparable loss and injury to us. You agree that, in addition to all other remedies provided at law or equity, we shall be entitled to a temporary restraining order and preliminary and permanent injunctive relief in the event of a breach or threatened breach of the non-solicitation provision above, and you hereby waive any requirement that we post any bond in connection with obtaining such restraining order and/or injunctive relief. We shall be entitled to a restraining order and/or injunctive relief without regard to whether we can demonstrate that we have suffered actual damages or economic loss as a result of the breach or threatened breach of the non-solicitation provision.

***Termination and Withdrawal***

Either party may terminate this Agreement at any time and for any reason. If this Agreement is terminated before services are completed, you agree to pay all fees and expenses we incur through the effective date of termination.

***Proprietary Information***

You acknowledge that proprietary information, documents, materials, management techniques and other intellectual property are a material source of the services we perform and were developed prior to our association with you. Any new forms, software, documents or intellectual property we develop during this engagement for your use shall belong to us, and you shall have the limited right to use them solely within your business. All reports, templates, manuals, forms, checklists, questionnaires, letters, agreements and other documents which we make available to you are confidential and proprietary to us. Neither you, nor any of your agents, will copy, electronically store, reproduce or make available to anyone other than your personnel, any such documents. This provision will apply to all materials whether in digital, "hard copy" format or other medium.

***Conflicts of Interest***

If we, in our sole discretion, believe a conflict of interest has arisen affecting our ability to deliver services to you in accordance with either the ethical standards of our firm or the ethical standards of our profession, we may be required to terminate our services without issuing our work product.

***Third-Party Service Providers or Subcontractors***

We may use third-party service providers, subcontractors, commercially available artificial intelligence, or software tools, some of which may utilize or offer artificial intelligence capabilities (collectively, "external party" or "external parties"), to assist us where necessary to help provide professional services to you or support the needs of our firm. You consent to our use of external parties. Our firm remains responsible for exercising reasonable care in providing our services, and our services and work product will be subjected to our firm's customary quality control procedures.

We may provide your confidential information to external parties in support of our services. You consent to the disclosure of your confidential information to those external parties. We take reasonably prudent business care consistent with our professional standards to prevent the unauthorized release of your confidential information.

In certain circumstances, we may require a separate, written consent from you before your information is transmitted to an external party or parties.

### *Records Management*

We will return any original records and documents you provide to us. Our copies of your records and documents are solely for our documentation purposes and are not a substitute for your own record-keeping obligations under any applicable laws or regulations. You are responsible for maintaining complete and accurate books and records, which may include financial statements, schedules, tax returns and other deliverables provided to you by us. If we provide deliverables or other records to you via an information portal, you must download this information within 60 days. Professional standards may preclude us from being the sole repository of your original data, records, or information.

Workpapers and other items created by us to support the delivery of our services are our property and will remain in our control. We will consider requests for copies of workpapers and other items created by us in accordance with the AICPA Code of Professional Conduct. Our workpapers will be maintained by us in accordance with our firm's record retention policy and any applicable legal and regulatory requirements.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report. Catastrophic events or physical deterioration may result in damage to or destruction of our firm's records, causing the records to be unavailable before the expiration of the retention period, as stated in our record retention policy.

### *Summons or Subpoenas*

All information you provide to us in connection with this engagement will be maintained by us on a confidential basis.

If we receive a summons or subpoena which our legal counsel determines requires us to produce documents from this engagement or testify about this engagement, provided that we are not prohibited from doing so by applicable laws or regulations, we agree to inform you of such summons or subpoena as soon as practicable. You may, within the time permitted for our firm to respond to any request, initiate such legal action as you deem appropriate, at your sole expense, to attempt to limit discovery. If you take no action within the time permitted for us to respond, or if your action does not result in a judicial order protecting us from supplying requested information, we may construe your inaction or failure as consent to comply with the request.

If we are not a party to the proceeding in which the information is sought, you agree to reimburse us for our professional time and expenses, as well as the fees and expenses of our legal counsel, incurred in responding to such requests.

### *Confidentiality*

In providing services to you, we may require information that is considered confidential and may include Personally Identifiable Information (PII), i.e. information that can be used to distinguish or trace an individual's identity such as address, bank account and social security information. We will maintain all client information, including PII, on a confidential basis and have a duty to do so based on the standards promulgated by the American Institute of Certified Public Accountants as well as applicable laws and regulations. You assume the risk of loss if you provide us with information, including PII, which differs from the information we request in order to provide services to you in accordance with the Agreement.

### *Referrals*

In the course of providing services to you, you may request referrals to products or professionals such as attorneys, brokers, or investment advisors. As a courtesy, we may identify professional(s) or product(s) for your consideration. However, you are responsible for evaluating, selecting, and retaining any professional or product and determining if the professional or product meets your needs. You agree that we will not oversee the activities of and have no responsibility for the work product of any professional or suitability of any product we refer to you or that you separately retain.

***Limitations on Oral and Email Communications***

We may discuss with you our views regarding the treatment of certain items or decisions you may encounter. We may also provide you with information in an email. Any advice or information delivered orally or in an email (rather than through a memorandum delivered as an email attachment) will be based upon limited research and a limited discussion and analysis of the underlying facts. Additional research or a more complete review of the facts may affect our analysis and conclusions.

Due to these limitations and the related risks, it may not be appropriate to proceed with a decision solely on the basis of any oral or email communication from us. You accept all responsibility for any liability, including but not limited to additional tax, penalties or interest resulting from your decision (i) not to have us perform the research and analysis necessary to reach a more definitive conclusion and (ii) to instead rely on an oral or email communication. The limitation in this paragraph will not apply to an item of written advice that is a deliverable of a separate engagement. If you wish to engage us to provide formal advice on a matter on which we have communicated orally or by email, we will confirm this service in a separate agreement.

***Disclaimer of Legal and Investment Advice***

Our services under this Agreement do not constitute investment advice unless specifically engaged in the *Engagement Objective and Scope* section of this Agreement. Our services under this Agreement do not constitute legal advice.

***Electronic Data Communication and Storage***

In the interest of facilitating our services to you, we may send data over the Internet, temporarily store electronic data via computer software applications hosted remotely on the Internet, or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with our obligations under applicable laws, regulations, and professional standards.

You recognize and accept that we have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us. You consent to our use of these electronic devices and applications during this engagement.

***Marketing and Educational Communications***

If we send you newsletters, updates, explanations of technical developments or similar communications, it is strictly for marketing or general educational purposes and should not be construed as professional advice on which you may rely. These communications, by themselves, do not create a contractual relationship between us and you, a binding obligation for us to provide services to you, nor a requirement on our part to monitor issues for you.

***Independent Contractor***

When providing services to your company, we will function as an independent contractor and in no event will we or any of our employees be an officer of you, nor will our relationship be that of joint venturers, partners, employer and employee, principal and agent, or any similar relationship giving rise to a fiduciary duty to you.

Our obligations under this Agreement are solely obligations of Martin Starnes & Associates, CPAs, P.A., and no Martin Starnes & Associates, CPAs, P.A. stakeholder shall be subjected to any personal liability whatsoever to you or any person or entity.

***Severability***

If any portion of this Agreement is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of the terms set forth in this Agreement.

***Survivability***

The following sections of this Agreement shall survive termination of the Agreement: Limitation of Liability and Statute of Limitations.

***Assignment, No Third-Party Beneficiaries***

All parties acknowledge and agree that the obligations and responsibilities of this Agreement cannot be assigned to any third party except as agreed to in writing. This Agreement has been entered into solely between you and Martin Starnes & Associates, CPAs, P.A., and no third-party beneficiaries are created hereby.

***Force Majeure***

Neither party shall be held liable for any delays resulting from circumstances or causes beyond our reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, epidemics or pandemics as defined by The Centers for Disease Control and Prevention, or any law, order or requirement of any governmental agency or authority. However, no Force Majeure event shall excuse you of any obligation to pay any outstanding invoice or fee or from any indemnification obligation under this Agreement.

***Electronic Signatures and Counterparts***

Each party hereto agrees that any electronic signature intended to replicate a written signature, shall be presumed valid, and we may reasonably rely upon it. For purposes hereof, "electronic signature" includes, but is not limited to, a scanned copy of a manual signature, an electronic copy of a manual signature affixed to a document, a signature incorporated into a document utilizing touchscreen capabilities, or a digital signature. Documents may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement.

***Entire Agreement***

This Agreement, including the LGC-205 Contract to Audit Accounts, represents the entire agreement of the parties and supersedes all previous oral, written or other understandings and agreements between the parties. Any modification to the terms of this Agreement must be made in writing and signed by both parties.

***Statute of Limitations***

You agree that any claim or legal action arising out of or related to this contract and the services provided hereunder shall be commenced no more than one(1) year from the date of delivery of the work product to

You or the termination of the services described herein (whichever is earlier), regardless of any statute of limitations prescribing a longer period of time for commencing such a claim under law. This time limitation shall apply regardless of whether Martin Starnes & Associates, CPAs, P.A. performs other or subsequent services for You. A claim is understood to be a demand for money or services, demand for mediation, or the service of suit based on a breach of this contract or the acts or omissions of Martin Starnes & Associates, CPAs, P.A. in performing the services provided herein. This provision shall not apply if enforcement is disallowed by applicable law or professional standards.

***Limitation of Liability***

You agree that Martin Starnes & Associates, CPAs, P.A.'s liability, if any, arising out of or related to this contract and the services provided hereunder, shall be limited to the amount of the fees paid by You for services rendered under this contract. In no event shall Martin Starnes & Associates, CPAs, P.A. be liable to You or a third party for any indirect, special, consequential, punitive, or exemplary damages, including but not limited to lost profits, loss of revenue, interruption, loss of use, damage to goodwill or reputation, regardless of whether You were advised of the possibility of such damages, regardless of whether such damages were reasonably foreseeable, and regardless of whether such damages arise under a theory of contract, tort, strict liability, or otherwise. The foregoing limitations shall not apply to the extent it is finally, judicially determined that the liability resulted from gross negligence or fraud of Martin Starnes & Associates, CPAs, P.A. or if enforcement of this provision is disallowed by applicable law or professional standards.

***Mediation***

If a timely dispute arises out of or relates to this Agreement, including the scope of services contained herein, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try to settle the dispute by mediation administered by the American Arbitration Association ("AAA") under the *AAA Accounting and Related Services Arbitration Rules and Mediation Procedures* before resorting to arbitration, litigation, or any other dispute resolution procedure. The mediator will be selected by mutual agreement of the parties. If the parties cannot agree on a mediator, a mediator shall be designated by the AAA. The mediation will be conducted in North Carolina.

The mediation will be treated as a settlement discussion and, therefore, all discussions during the mediation will be confidential. The mediator may not testify for either party in any later proceeding related to the dispute. No recording or transcript shall be made of the mediation proceedings. The costs of any mediation proceedings shall be shared equally by all parties. Any costs of legal representation shall be borne by the hiring party.

This provision shall not apply to any dispute of fees owed, billed or due.

***Arbitration Procedures***

If a dispute has not been resolved within 90 days after the effective date of the written notice beginning the mediation process (or such longer period, if the parties so agree in writing), the mediation shall terminate and the dispute shall be settled by binding arbitration to be held at a mutually agreeable location. The arbitration shall be conducted in accordance with the CPR Rules for Non-Administered Arbitration that are in effect at the time of the commencement of the arbitration, except to the extent modified by this Dispute Resolution Provision (the rules). The arbitration shall be conducted before a panel of three arbitrators. Each of the City and firm shall designate one arbitrator in accordance with the "screened" appointment procedure provided in the Rules, and the two party-designated arbitrators shall jointly select the third in accordance with the Rules. No arbitrator may serve on the panel unless he or she has agreed in writing to enforce the terms of the engagement letter and to abide by the terms of the Rules. Except with respect to the interpretation and enforcement of these arbitration procedures (which shall be governed by the Federal

Arbitration Act), the arbitrators shall apply the laws of the state of North Carolina (without giving effect to its choice of law principles) in connection with the dispute. The arbitrators may render a summary disposition relative to all or some of the issues, provided that the responding party has had an adequate opportunity to respond to any such application for such disposition. Any discovery shall be conducted in accordance with the Rules. The result of the arbitration shall be binding on the parties, and judgment on the arbitration award may be entered in any court having jurisdiction.

***Costs***

Each party shall bear its own costs in both the mediation and the arbitration; however, the parties shall share the fees and expenses of both the mediators and the arbitrators equally.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm to the Contract to Audit Accounts for your consideration and files.

Please sign and return a copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements and compliance over major federal and state award programs, including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

Martin Starnes & Associates, CPAs, P.A.

Martin Starnes & Associates, CPAs, P.A.
Hickory, North Carolina

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of the City of Mount Holly by:

Signature: ______________________________________________________

Title: ______________________________________________________

Date: ______________________________________________________

# CONTRACT TO AUDIT ACCOUNTS



| | |
|---|---|
| The | Governing Board<br>City Council |
| of | Primary Government Unit<br>City of Mount Holly, NC |
| and | Discretely Presented Component Unit (DPCU) (if applicable)<br>Mount Holly Tourism Development Authority |

*Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)*

| | |
|---|---|
| and | Auditor Name<br>Martin Starnes & Associates, CPAs, P.A. |
| | Auditor Address<br>730 13th Avenue Drive SE, Hickory, NC 28602 |

*Hereinafter referred to as Auditor*

| | Fiscal Year Ending | Date Audit Will Be Submitted to LGC |
|---|---|---|
| for | 06/30/25 | 12/31/25 |

*Must be within six months of FYE*

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the! Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall besubjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall!be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate!DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic!financial statements shall include budgetary comparison information in a budgetary comparison statement,!rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.

2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. If the Governmental Unit expended $100,000 or more in combined Federal and State financial assistance during the reporting period, the Auditor shall perform the audit in accordance with *Government Auditing Standards* (GAGAS). The Governmental Unit is subject to federal single audit requirements in accordance with Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards*, Subpart F (*Uniform Guidance*) and the State Single Audit Implementation Act. Currently the threshold is $750,000 for a federal single audit and $500,000 for a State Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501) the Auditor and Governmental Unit(s) should discuss, in advance of the execution of this contract, the responsibility for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512) to ensure proper submission.

Effective for audits of fiscal years beginning on or after June 30, 2023, the LGC will allow auditors to consider whether a unit qualifies as a State low-risk auditee. Please refer to "Discussion of Single Audits in North Carolina" on the LGC's website for more information.

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Auditing Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within six months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

For GAAS or *Government Auditing Standards* audits, if an auditor issues an AU-C §260 report, commonly referred to as "Governance Letter," LGC staff does not require the report to be submitted unless the auditor cites significant findings or issues from the audit, as defined in AU-C §260.12 - .14. This would include issues such as difficulties encountered during the audit, significant or unusual transactions, uncorrected misstatements, matters that are difficult or contentious reviewed with those charged with governance, and other significant matters. If matters identified during the audit were required to be reported as described in AU-C §260.12-.14 and were communicated in a method other than an AU-C §260 letter, the written documentation must be submitted.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit- related work in the State of North Carolina. Approval is also required for the Alternative Compliance Examination Engagement for auditing the Coronavirus State and Local Fiscal Recovery Funds expenditures as allowed by US Treasury. Approval is not required on audit contracts and invoices for system improvements and similar services of a non-auditing nature.

9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. This also includes any progress billings [G.S. 159-34 and 115C-447]. All invoices for audit work shall be submitted in PDF format to the Secretary of the LGC for approval. the invoice marked 'approved' with approval date shall be returned to the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).

11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements and/or the compliance section, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Government Auditing Standards, 2018 Revision* (as applicable). Preparing financial statements in their entirety shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later. T**he auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;

b) the status of the prior year audit findings;

c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and

d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification).

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

## FEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Government Auditing Standards,2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by: ☑ Auditor ☐ Governmental Unit ☐ Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

| ***Name:*** | ***Title and Unit / Company:*** | ***Email Address:*** |
|---|---|---|
| Michelle Wood | Finance Director, City of Mount Holly | michelle.wood@mtholly.us |

**OR Not Applicable** ☐ *(Identification of SKE Individual on the LGC-205 Contract is not applicable for GAAS-only audits or audits with FYEs prior to June 30, 2020.)*

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. The audit fee information included in the table below for both the Primary Government Fees and the DPCU Fees (if applicable) should be reported as a specific dollar amount of audit fees for the year under this contract. If any language other than an amount is included here, the contract will be returned to the audit form for correction.

4. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the unit's last annual audit that was submitted to the Secretary of the LGC. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

| **Primary Government Unit** | City of Mount Holly, NC |
|---|---|
| Audit Fee (financial and compliance if applicable) | $ 61,000 ($56,750 audit + $4,250 single audit for up to 2 programs) |
| Fee per Major Program (if not included above) | $ 4,250 per major program in excess of 2 |
| **Additional Fees Not Included Above (if applicable):** | |
| Financial Statement Preparation (incl. notes and RSI) | $ 8,000 |
| All Other Non-Attest Services | $ |
| **TOTAL AMOUNT NOT TO EXCEED** | $ 73,250 (includes 3 major programs) |

| **Discretely Presented Component Unit** | Mount Holly Tourism Development Authority |
|---|---|
| Audit Fee (financial and compliance if applicable) | $ included in City's audit fees above |
| Fee per Major Program (if not included above) | $ |
| **Additional Fees Not Included Above (if applicable):** | |
| Financial Statement Preparation (incl. notes and RSI) | $ |
| All Other Non-Attest Services | $ |
| **TOTAL AMOUNT NOT TO EXCEED** | $ |

## SIGNATURE PAGE

### AUDIT FIRM

| | |
|---|---|
| Audit Firm*<br>Martin Starnes & Associates, CPAs, P.A. | |
| Authorized Firm Representative (typed or printed)*<br>Amber Y. McGhinnis | Signature*<br>Amber Y. McGhinnis |
| Date*<br>02/24/25 | Email Address*<br>amcghinnis@msa.cpa |

### GOVERNMENTAL UNIT

| | |
|---|---|
| Governmental Unit*<br>City of Mount Holly, NC | |
| Date Governing Board Approved Audit Contract*<br>**(Enter date in box to right)** | |
| Mayor/Chairperson (typed or printed)*<br>David Moore, Mayor | Signature* |
| Date | Email Address*<br>david.moore@mtholly.us |

| | |
|---|---|
| Chair of Audit Committee (typed or printed, or "NA")<br>N/A | Signature |
| Date | Email Address |

### GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

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

| | |
|---|---|
| Sum Obligated by This Transaction: | $ 73,250 (includes 3 major programs) |
| Primary Governmental Unit Finance Officer* (typed or printed)<br>Michelle Wood, Finance Director | Signature* |
| Date of Pre-Audit Certificate* | Email Address*<br>michelle.wood@mtholly.us |

## SIGNATURE PAGE – DPCU
**(complete only if applicable)**

### DISCRETELY PRESENTED COMPONENT UNIT

| | |
|---|---|
| DPCU*<br>Mount Holly Tourism Development Authority | |
| Date DPCU Governing Board Approved Audit Contract*<br>**(Enter date in box to right)** | |
| DPCU Chairperson (typed or printed)*<br>Ineke Wilson, TDA Chair | Signature* |
| Date* | Email Address*<br>for.ineke@gmail.com |

| | |
|---|---|
| Chair of Audit Committee (typed or printed, or "NA")<br>N/A | Signature |
| Date | Email Address |

### DPCU – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

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

| | |
|---|---|
| Sum Obligated by this Transaction: | $ |
| DPCU Finance Officer (typed or printed)*<br>Michelle Wood, Finance Director | Signature* |
| Date of Pre-Audit Certificate* | Email Address*<br>michelle.wood@mtholly.us |

Remember to print this form, and obtain all required signatures prior to submission.

PRINT

DEANDORTON

**Report on the Firm's System of Quality Control**

To the Shareholders of Martin Starnes & Associates, CPAs, P.A. and the
Peer Review Committee, Coastal Peer Review, Inc.

We have reviewed the system of quality control for the accounting and auditing practice of Martin Starnes & Associates, CPAs, P.A. (the firm) in effect for the year ended December 31, 2023. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

**Firm's Responsibility**

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

**Peer Reviewer's Responsibility**

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

**Required Selections and Considerations**

Engagements selected for review included engagements performed under Government Auditing Standards, including compliance audits under the Single Audit Act and an audit of an employee benefit plan.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

**Opinion**

In our opinion, the system of quality control for the accounting and auditing practice of Martin Starnes & Associates, CPAs, P.A. in effect for the year ended December 31, 2023, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Martin Starnes & Associates, CPAs, P.A. has received a peer review rating of pass.

Dean Dorton Allen Ford, PLLC

Dean Dorton Allen Ford, PLLC

May 10, 2024

February 24, 2025

Michelle Wood, Finance Director
Mount Holly TDA
400 E Central Avenue
Mount Holly, NC 28120

Martin Starnes & Associates, CPAs, P.A. ("we") are pleased to provide the Mount Holly Tourism Development Authority (the "TDA," "you" or "your") with the professional services described below. Please read this letter, and any other attachments incorporated herein (collectively, "Agreement"). This Agreement details the nature and limitations of the services we will provide, the terms of our engagement and each party's responsibilities.

**Engagement Objective and Scope**

You have requested that we audit the governmental activities and the major fund of the Mount Holly Tourism Development Authority, as of June 30, 2025, and for the year then ended, and the related notes, which collectively comprise the Mount Holly Tourism Development Authority's basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Accounting principles generally accepted in the United States of America (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB) require that certain supplementary information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis

Supplementary information other than RSI will accompany the Mount Holly Tourism Development Authority's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with U.S. GAAS. We intend to provide an opinion on the following supplementary information in relation to the basic financial statements as a whole:

- Balance Sheet
- Schedule of Revenues and Expenditures

**Auditor Responsibilities**

We will conduct our audit in accordance with U.S. GAAS and in accordance with *Government Auditing Standards*. As part of an audit in accordance with GAAS and in accordance with *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- May include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected customers, creditors, financial institutions, and other third parties as part of our audit procedures. We also may request written representations from your attorneys on litigation, claims, and assessments as part of the engagement, and they may bill you for responding to our inquiries. At the conclusion of our audit, we also will require certain written representations from management made during the audit about the financial statements and related matters.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Mount Holly Tourism Development Authority's ability to continue as a going concern for a reasonable period of time.

We may advise management about appropriate accounting principles and their application, and we may assist in the assembly of your financial statements. However, management has the final responsibility for the selection and application of accounting policies and the fair presentation of financial statements that reflect the nature and operation of the Mount Holly Tourism Development Authority.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

**Reporting**

The financial statements for the Mount Holly Tourism Development Authority will be included in the financial statements of the City of Mount Holly. We will issue a written report upon completion of our audit of the Mount Holly Tourism Development Authority's basic financial statements. Our report will be addressed to the governing body of the City of Mount Holly. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance will not be an objective of the audit and, therefore, no such opinion will be expressed.

We will provide copies of our reports to the TDA. However, management is responsible for distribution of the reports and financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

We also are responsible for communicating with the TDA's management or those charged with governance our audit responsibility under GAAS, an overview of the planned scope and timing of the audit including significant risks identified by us, significant issues or findings from the audit, including our views about the qualitative aspects of the Mount Holly Tourism Development Authority's significant accounting practices, significant unusual transactions, significant difficulties encountered during the audit, disagreements with management, difficult or contentious matters for which we consulted outside the engagement team and that are, in our professional judgement, relevant to those charged with governance, uncorrected and corrected misstatements, and other findings or issues arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

**Compliance with Laws and Regulations**

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of the Mount Holly Tourism

Development Authority's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion.

**Management's Responsibilities**

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of the system of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;
3. For the prevention and detection of fraud, including the design and implementation of programs and controls to prevent and detect fraud;
4. To provide us with:
    a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements, such as records, documentation, and other matters;
    b. Additional information that we may request from management for the purpose of the audit;
    c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
    d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report (if applicable); and
    e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report (if applicable).
5. For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by us;
6. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
7. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year or period(s) under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole;
8. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work (if applicable);
9. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets.
10. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant roles in the system of internal control and others where fraud could have a material effect on the financials; and
11. For the accuracy and completeness of all information provided.
12. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information, records and documentation;
13. For informing us of any events encountered subsequent to the period under audit that may require adjustment to or note disclosure in the financial statements; and
14. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

**Limitations of the Audit Report**

Should the TDA wish to include or incorporate by reference these financial statements and our report thereon into any other document at some future date, we will consider granting permission to include our report into another such document at the time of the request. However, we may be required by generally accepted auditing standards (GAAS) to perform certain procedures before we can give our permission to include our report in another document such as an annual report, private placement, regulator filing, official statement, offering of debt securities, etc. You agree that the TDA will not include or incorporate by reference these financial statements and our report thereon, or our report into any other document without our prior written permission. In addition, to avoid unnecessary delay or misunderstandings, it is important to provide us with timely notice of your intention to issue any such document.

**Nonattest Services**

We will perform the following nonattest services:

- Draft of financial statements and footnotes
- Clerical services

We will not assume management responsibilities on behalf of the Mount Holly Tourism Development Authority. However, we will provide advice and recommendations to assist management of the Mount Holly Tourism Development Authority in performing its responsibilities.

The Mount Holly Tourism Development Authority's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) designing, implementing, and maintaining the system of internal control, including the process used to monitor the system of internal control.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the services previously outlined. Our firm, in its sole professional judgement, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

*Government Auditing Standards* require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

You may request that we perform additional services not contemplated in this engagement letter. If this occurs, we will communicate with you regarding the scope and estimated cost of these additional services. Engagements for additional services may necessitate that we amend the Agreement or issue a separate agreement to reflect the obligations of all parties. In the absence of any other written communications from us documenting additional services, our services will be limited to and governed by the terms of this Agreement.

**Electronic Transmittals**

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

During the course of the engagement, a portal will be in place for information to be shared, but not stored. Our policy is to terminate access to this portal after one year. The TDA is responsible for data backup for business continuity and disaster recovery, and our workpaper documentation is not to be used for these purposes.

If you decide to transmit your confidential information to us in a manner other than a secure portal, you accept responsibility for any and all unauthorized access to your confidential information. If you request that we transmit confidential information to you in a manner other than a secure portal, you agree that we are not responsible for any liability, including but not limited to, (a) any loss or damage of any nature, whether direct or indirect, that may arise as a result of our sending confidential information in a manner other than a secure portal, and (b) any loss arising as a result of any virus being passed on or with, or arising from any alteration of, any email message.

**Timing of Engagement**

We expect to begin our services at a time mutually determined by you and Martin Starnes & Associates, CPAs, P.A. and after receipt of this executed Agreement and all documents requested by our office. The timing of our work is dependent upon the timely receipt of the information we request from you, including timely responses to any questions we may ask.

Our services under this Agreement will conclude at the earlier of:

- issuance of the deliverable outlined in this Agreement;
- written notification by either party that the Agreement is terminated

**Provisions of Engagement Administration and Fees**

Marcie Spivey is the engagement partner for the audit services specified in this letter. The engagement partner's responsibilities include supervising Martin Starnes & Associates, CPAs, P.A.'s services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. To ensure that our independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

The audit documentation for this engagement is the property of Martin Starnes & Associates, CPAs, P.A. and constitutes confidential information. However, we may be requested to make certain audit documentation available to the Local Government Commission, Office of the State Auditor, federal or state agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Martin Starnes & Associates, CPAs, P.A.'s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

Our fees for these services are included in the engagement letter and contract for the City of Mount Holly.

Our invoices for these fees will be rendered in four installments as work progresses and are payable upon presentation. The TDA agrees to pay all cost of collection (including reasonable attorney fees) that the Firm may incur in connection with the collection of unpaid invoices. In accordance with our firm policies, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for non-payment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. In the event that work is discontinued, either temporarily or permanently, as a result of delinquent or non-payment, we shall not be liable for any loss you may incur as a result of the work stoppage, including penalties and interest. In such cases, you assume all risk associated with your failure to meet any governmental or other deadlines.

We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the Mount Holly Tourism Development Authority's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

If we determine that we are required to perform a single audit in accordance with the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act, and these procedures and related fees were not included in our quoted fees, we may amend our audit contract and supplemental bill for these additional procedures.

We want our clients to receive the maximum value for our professional services and to perceive that our fees are reasonable and fair. In working to provide you with such value, we find there are certain circumstances that can cause us to perform work in excess of that contemplated in our fee estimate.

Following are some of the more common reasons for potential supplemental billings:

*Changing Laws and Regulations*

There are many governmental and rule-making boards that regularly add or change their requirements. Although we attempt to plan our work to anticipate the requirements that will affect our engagement, there are times when this is not possible. We will discuss these situations with you at the earliest possible time in order to make the necessary adjustments and amendments in our engagement.

The estimated fees are based on auditing and accounting standards effective as of the date of this engagement letter and known to apply to the TDA at this time. Unless otherwise indicated, estimated fees do not include any time related to the application of new auditing or accounting standards that impact the TDA for the first time.

*Incorrect Accounting Methods or Errors in Client Records*

We base our fee estimates on the expectation that client accounting records are in order so that our work can be completed using our standard testing and accounting procedures. However, should we find numerous errors, incomplete records, or the application of incorrect accounting methods, we will have to perform additional work to make the corrections and reflect those changes in the financial statements. If, for any reason, the TDA is unable to provide such schedules, information, and assistance, the Firm and the TDA will mutually revise the fee to reflect additional services, if any, required of us to achieve these objectives.

*Failure to Prepare for the Engagement*

In an effort to minimize your fees, we assign you the responsibility for the preparation of schedules and documents needed for the engagement. We also discuss matters such as availability of your key personnel, deadlines, and work space. If your personnel are unable, for whatever reasons, to provide these items as previously agreed upon, it might substantially increase the work we must do to complete the engagement within the scheduled time.

*Starting and Stopping Our Work*

If we must withdraw our staff or accommodate the TDA's requested scheduling change because of the condition of the client's records, or the failure to provide agreed upon items within the established timeline for the engagement, we will not be able to perform our work in a timely, efficient manner, as established by our engagement plan. This will result in additional fees, as we must reschedule our personnel and incur additional start-up costs.

Our fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our fees for such services range from $85-$410 per hour.

***Non-Solicitation of Employees and Independent Contractors***

During the term of this engagement and for a period of eighteen (18) months after the end of this engagement, for whatever reason, you agree that you shall not, directly or indirectly: (i) solicit or attempt to solicit for employment or for engagement as an independent contractor, any of our employees or independent contractors; or (ii) solicit, encourage, or induce, or attempt to solicit, encourage, or induce, any of our employees or independent contractors to leave the employment of Martin Starnes & Associates, CPAs, P.A. or terminate their relationship with Martin Starnes & Associates, CPAs, P.A. For the avoidance of doubt, general advertisements for employment shall not be deemed a violation of this paragraph.

You agree that we invest a large amount of capital and resources to ensure that our employees and independent contractors deliver the highest level of service in our industry. You also agree that the cost of recruiting and hiring qualified individuals to replace our employees or independent contractors would be a lengthy and expensive process. You therefore agree that your violation of the non-solicitation provision above will result in economic damages that are difficult to ascertain and that, in the event of a breach of the non-solicitation provision above, you will pay to Martin Starnes & Associates, CPAs, P.A. a fee equal to One Hundred Percent (100%) of the employee's or independent contractor's annual rate of compensation at the time their relationship with us ends.

You further agree that your breach or threatened breach of the non-solicitation provision above would result in irreparable loss and injury to us. You agree that, in addition to all other remedies provided at law or equity, we shall be entitled to a temporary restraining order and preliminary and permanent injunctive relief in the event of a breach or threatened breach of the non-solicitation provision above, and you hereby waive any requirement that we post any bond in connection with obtaining such restraining order and/or injunctive relief. We shall be entitled to a restraining order and/or injunctive relief without regard to whether we can demonstrate that we have suffered actual damages or economic loss as a result of the breach or threatened breach of the non-solicitation provision.

***Termination and Withdrawal***

Either party may terminate this Agreement at any time and for any reason. If this Agreement is terminated before services are completed, you agree to pay all fees and expenses we incur through the effective date of termination.

***Proprietary Information***

You acknowledge that proprietary information, documents, materials, management techniques and other intellectual property are a material source of the services we perform and were developed prior to our association with you. Any new forms, software, documents or intellectual property we develop during this engagement for your use shall belong to us, and you shall have the limited right to use them solely within your business. All reports, templates, manuals, forms, checklists, questionnaires, letters, agreements and other documents which we make available to you are confidential and proprietary to us. Neither you, nor any of your agents, will copy, electronically store, reproduce or make available to anyone other than your personnel, any such documents. This provision will apply to all materials whether in digital, "hard copy" format or other medium.

***Conflicts of Interest***

If we, in our sole discretion, believe a conflict of interest has arisen affecting our ability to deliver services to you in accordance with either the ethical standards of our firm or the ethical standards of our profession, we may be required to terminate our services without issuing our work product.

***Third-Party Service Providers or Subcontractors***

We may use third-party service providers, subcontractors, commercially available artificial intelligence, or software tools, some of which may utilize or offer artificial intelligence capabilities (collectively, "external party" or "external parties"), to assist us where necessary to help provide professional services to you or support the needs of our firm. You consent to our use of external parties. Our firm remains responsible for exercising reasonable care in providing our services, and our services and work product will be subjected to our firm's customary quality control procedures.

We may provide your confidential information to external parties in support of our services. You consent to the disclosure of your confidential information to those external parties. We take reasonably prudent business care consistent with our professional standards to prevent the unauthorized release of your confidential information.

In certain circumstances, we may require a separate, written consent from you before your information is transmitted to an external party or parties.

***Records Management***

We will return any original records and documents you provide to us. Our copies of your records and documents are solely for our documentation purposes and are not a substitute for your own record-keeping obligations under any applicable laws or regulations. You are responsible for maintaining complete and accurate books and records, which may include financial statements, schedules, tax returns and other deliverables provided to you by us. If we provide deliverables or other records to you via an information portal, you must download this information within 60 days. Professional standards may preclude us from being the sole repository of your original data, records, or information.

Workpapers and other items created by us to support the delivery of our services are our property and will remain in our control. We will consider requests for copies of workpapers and other items created by us in accordance with the AICPA Code of Professional Conduct. Our workpapers will be maintained by us in accordance with our firm's record retention policy and any applicable legal and regulatory requirements.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report. Catastrophic events or physical deterioration may result in damage to or destruction of our firm's records, causing the records to be unavailable before the expiration of the retention period, as stated in our record retention policy.

***Summons or Subpoenas***

All information you provide to us in connection with this engagement will be maintained by us on a confidential basis.

If we receive a summons or subpoena which our legal counsel determines requires us to produce documents from this engagement or testify about this engagement, provided that we are not prohibited from doing so by applicable laws or regulations, we agree to inform you of such summons or subpoena as soon as practicable. You may, within the time permitted for our firm to respond to any request, initiate such legal action as you deem appropriate, at your sole expense, to attempt to limit discovery. If you take no action within the time permitted for us to respond, or if your action does not result in a judicial order protecting us from supplying requested information, we may construe your inaction or failure as consent to comply with the request.

If we are not a party to the proceeding in which the information is sought, you agree to reimburse us for our professional time and expenses, as well as the fees and expenses of our legal counsel, incurred in responding to such requests.

***Confidentiality***

In providing services to you, we may require information that is considered confidential and may include Personally Identifiable Information (PII), i.e. information that can be used to distinguish or trace an individual's identity such as address, bank account and social security information. We will maintain all client information, including PII, on a confidential basis and have a duty to do so based on the standards promulgated by the American Institute of Certified Public Accountants as well as applicable laws and regulations. You assume the risk of loss if you provide us with information, including PII, which differs from the information we request in order to provide services to you in accordance with the Agreement.

***Referrals***

In the course of providing services to you, you may request referrals to products or professionals such as attorneys, brokers, or investment advisors. As a courtesy, we may identify professional(s) or product(s) for your consideration. However, you are responsible for evaluating, selecting, and retaining any professional or product and determining if the professional or product meets your needs. You agree that we will not oversee the activities of and have no responsibility for the work product of any professional or suitability of any product we refer to you or that you separately retain.

***Limitations on Oral and Email Communications***

We may discuss with you our views regarding the treatment of certain items or decisions you may encounter. We may also provide you with information in an email. Any advice or information delivered orally or in an email (rather than through a memorandum delivered as an email attachment) will be based upon limited research and a limited discussion and analysis of the underlying facts. Additional research or a more complete review of the facts may affect our analysis and conclusions.

Due to these limitations and the related risks, it may not be appropriate to proceed with a decision solely on the basis of any oral or email communication from us. You accept all responsibility for any liability, including but not limited to additional tax, penalties or interest resulting from your decision (i) not to have us perform the research and analysis necessary to reach a more definitive conclusion and (ii) to instead rely on an oral or email communication. The limitation in this paragraph will not apply to an item of written advice that is a deliverable of a separate engagement. If you wish to engage us to provide formal advice on a matter on which we have communicated orally or by email, we will confirm this service in a separate agreement.

***Disclaimer of Legal and Investment Advice***

Our services under this Agreement do not constitute investment advice unless specifically engaged in the *Engagement Objective and Scope* section of this Agreement. Our services under this Agreement do not constitute legal advice.

***Electronic Data Communication and Storage***

In the interest of facilitating our services to you, we may send data over the Internet, temporarily store electronic data via computer software applications hosted remotely on the Internet, or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with our obligations under applicable laws, regulations, and professional standards.

You recognize and accept that we have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us. You consent to our use of these electronic devices and applications during this engagement.

***Marketing and Educational Communications***

If we send you newsletters, updates, explanations of technical developments or similar communications, it is strictly for marketing or general educational purposes and should not be construed as professional advice on which you may rely. These communications, by themselves, do not create a contractual relationship between us and you, a binding obligation for us to provide services to you, nor a requirement on our part to monitor issues for you.

***Independent Contractor***

When providing services to your company, we will function as an independent contractor and in no event will we or any of our employees be an officer of you, nor will our relationship be that of joint venturers, partners, employer and employee, principal and agent, or any similar relationship giving rise to a fiduciary duty to you.

Our obligations under this Agreement are solely obligations of Martin Starnes & Associates, CPAs, P.A., and no Martin Starnes & Associates, CPAs, P.A. stakeholder shall be subjected to any personal liability whatsoever to you or any person or entity.

***Severability***

If any portion of this Agreement is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of the terms set forth in this Agreement.

***Survivability***

The following sections of this Agreement shall survive termination of the Agreement: Limitation of Liability and Statute of Limitations.

***Assignment, No Third-Party Beneficiaries***

All parties acknowledge and agree that the obligations and responsibilities of this Agreement cannot be assigned to any third party except as agreed to in writing. This Agreement has been entered into solely between you and Martin Starnes & Associates, CPAs, P.A., and no third-party beneficiaries are created hereby.

***Force Majeure***

Neither party shall be held liable for any delays resulting from circumstances or causes beyond our reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, epidemics or pandemics as defined by The Centers for Disease Control and Prevention, or any law, order or requirement of any governmental agency or authority. However, no Force Majeure event shall excuse you of any obligation to pay any outstanding invoice or fee or from any indemnification obligation under this Agreement.

***Electronic Signatures and Counterparts***

Each party hereto agrees that any electronic signature intended to replicate a written signature, shall be presumed valid, and we may reasonably rely upon it. For purposes hereof, “electronic signature” includes, but is not limited to, a scanned copy of a manual signature, an electronic copy of a manual signature affixed to a document, a signature incorporated into a document utilizing touchscreen capabilities, or a digital signature. Documents may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement.

***Entire Agreement***

This Agreement, including the LGC-205 Contract to Audit Accounts, represents the entire agreement of the parties and supersedes all previous oral, written or other understandings and agreements between the parties. Any modification to the terms of this Agreement must be made in writing and signed by both parties.

***Statute of Limitations***

You agree that any claim or legal action arising out of or related to this contract and the services provided hereunder shall be commenced no more than one (1) year from the date of delivery of the work product to You or the termination of the services described herein (whichever is earlier), regardless of any statute of limitations prescribing a longer period of time for commencing such a claim under law. This time limitation shall apply regardless of whether Martin Starnes & Associates, CPAs, P.A. performs other or subsequent services for You. A claim is understood to be a demand for money or services, demand for mediation, or the service of suit based on a breach of this contract or the acts or omissions of Martin Starnes & Associates, CPAs, P.A. in performing the services provided herein. This provision shall not apply if enforcement is disallowed by applicable law or professional standards.

***Limitation of Liability***

You agree that Martin Starnes & Associates, CPAs, P.A.'s liability, if any, arising out of or related to this contract and the services provided hereunder, shall be limited to the amount of the fees paid by You for services rendered under this contract. In no event shall Martin Starnes & Associates, CPAs, P.A. be liable to You or a third party for any indirect, special, consequential, punitive, or exemplary damages, including but not limited to lost profits, loss of revenue, interruption, loss of use, damage to goodwill or reputation, regardless of whether You were advised of the possibility of such damages, regardless of whether such damages were reasonably foreseeable, and regardless of whether such damages arise under a theory of contract, tort, strict liability, or otherwise. The foregoing limitations shall not apply to the extent it is finally, judicially determined that the liability resulted from gross negligence or fraud of Martin Starnes & Associates, CPAs, P.A. or if enforcement of this provision is disallowed by applicable law or professional standards.

***Mediation***

If a timely dispute arises out of or relates to this Agreement, including the scope of services contained herein, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try to settle the dispute by mediation administered by the American Arbitration Association ("AAA") under the *AAA Accounting and Related Services Arbitration Rules and Mediation Procedures* before resorting to arbitration, litigation, or any other dispute resolution procedure. The mediator will be selected by mutual agreement of the parties. If the parties cannot agree on a mediator, a mediator shall be designated by the AAA. The mediation will be conducted in North Carolina.

The mediation will be treated as a settlement discussion and, therefore, all discussions during the mediation will be confidential. The mediator may not testify for either party in any later proceeding related to the dispute. No recording or transcript shall be made of the mediation proceedings. The costs of any mediation proceedings shall be shared equally by all parties. Any costs of legal representation shall be borne by the hiring party.

This provision shall not apply to any dispute of fees owed, billed or due.

***Arbitration Procedures***

If a dispute has not been resolved within 90 days after the effective date of the written notice beginning the mediation process (or such longer period, if the parties so agree in writing), the mediation shall terminate and the dispute shall be settled by binding arbitration to be held at a mutually agreeable location. The arbitration shall be conducted in accordance with the CPR Rules for Non-Administered Arbitration that are in effect at the time of the commencement of the arbitration, except to the extent modified by this Dispute Resolution Provision (the rules). The arbitration shall be conducted before a panel of three arbitators. Each of the TDA and firm shall designate one arbitrator in accordance with the "screened" appointment procedure provided in the Rules, and the two party-designated arbitrators shall jointly select the third in accordance with the Rules. No arbitrator may serve on the panel unless he or she has agreed in writing to enforce the terms of the engagement letter and to abide by the terms of the Rules. Except with respect to the interpretation and enforcement of these arbitration procedures (which shall be governed by the Federal Arbitration Act), the arbitrators shall apply the laws of the state of North Carolina (without giving effect to its choice of law principles) in connection with the dispute. The arbitrators may render a summary disposition relative to all or some of the issues, provided that the responding party has had an adequate opportunity to respond to any such application for such disposition. Any discovery shall be conducted in accordance with the Rules. The result of the arbitration shall be binding on the parties, and judgment on the arbitration award may be entered in any court having jurisdiction.

***Costs***

Each party shall bear its own costs in both the mediation and the arbitration; however, the parties shall share the fees and expenses of both the mediators and the arbitrators equally.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm to the Contract to Audit Accounts for your consideration and files.

Please sign and return a copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the basic financial statements, including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

Martin Starnes & Associates, CPAs, P.A.

Martin Starnes & Associates, CPAs, P.A.
Hickory, North Carolina

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of the Mount Holly Tourism Development Authority by:

Signature: ______________________________________________

Title: ______________________________________________

Date: ______________________________________________

# Regular Meeting Agenda Action Form

| Meeting Date | From |
|---|---|
| March 10, 2025 | Paul Lowe, Assistant Planning Director<br>Planning |

## CONSENT AGENDA Item # 5

Approval to Apply for the NCDOT Multimodal Planning Grant Program (MMPG).

## Will this require a public hearing?

No

## Background/Purpose of Request

This request would allow staff to apply to the NCDOT's Multimodal Planning Grant Program (MMPG), which has a mission to encourage municipalities to develop comprehensive bicycle plans and pedestrian plans. In 2012, the City was awarded a MMPG grant, which helped staff to develop the City's Comprehensive Pedestrian Plan, which was completed in August 2013. Staff is interested in updating this Plan, and would use the grant award, if provided to the City to update this document. While no funds are being requested via this agenda item, if Mount Holly is awarded the grant, there would be a 20% match. Staff has included these required funds in our FY 25-26 Capital 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 staff to apply for the NCDOT Multimodal Planning Grant Program.

## Attachments

None

# Regular Meeting Agenda Action Form

| Meeting Date | From |
| --- | --- |
| March 10, 2025 | Joshua Blackwell, Planner I<br>Planning |

## CONSENT AGENDA Item # 6

Call for a Public Hearing for a text amendment to update the Zoning Ordinance-Chapter 7-Section 7.1 Note 5 to rework the standards associated with townhomes, and to make this Section clearer, and to update Chapter 6, Table of Permitted Uses, Section 6.6 & Section 7.1, as well as Chapter 3, Section 3.26 to provide updated definitions for multifamily uses. The latter update would provide buffer standards for utility equipment and storage yards, and provide a new note for this use, Note # 39. Case #TA-25-2.

## Will this require a public hearing?

No

## Background/Purpose of Request

This proposed text amendment, submitted by staff, would amend Chapter 3, Section 3.26, Chapter 6, Table 6.1 and Chapter 7, Section 7.1 of the Zoning Ordinance to provide rework regulations for townhomes and provide new definitions for multi-family dwelling types including providing a definition of dwelling, condominium and dwelling, apartment, splitting townhomes and condominiums into two separate uses for independent regulation, setting a threshold for townhome developments of five or more to be governed by the same current standards, lowering the standards for townhome developments of four or less units, adding duplexes as a use type and providing special requirements for duplex developments.

The proposed text amendment will also amend Chapter 7, Section 7.1 to provide buffer requirements for utility equipment and storage yards.

The Planning Commission recommended calling for a public hearing to discuss this item at their March 3rd meeting. If the call is approved by the City Council, then hearings will be held on April 7th by the Planning Commission and April 14th by the City Council.

## Fiscal Impact

Will Item affect current budget? NA
Reviewed by Finance Director?
Preaudit Certification Required?
Capital Project Ordinance Required?
Budget Transfer Required?

| | |
|---|---|
| **Total City Dollars:** | NA |
| **Budget Code:** | NA |
| Reviewed by City Attorney? | No. |

## Manager/Staff Recommendation

Staff recommends the City Council call for a public hearing on this matter.

## Attachments

1. TA-25-2 Application and Redlines

**APPLICATION FOR TEXT AMENDMENT**

**CITY OF MOUNT HOLLY, NORTH CAROLINA**

Date Filed: **2-1-25.** Application Number: **TA-25-2.**

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 Zoning Ordinance relating to: **amend Chapter 3, Section 3.26, Chapter 6, Table 6.1 and Chapter 7, Section 7.1 of the Zoning Ordinance.**
2. The following statement best describes what you would like the text amendment to reflect: **This proposed text amendment, submitted by staff, would amend Chapter 3, Section 3.26, Chapter 6, Table 6.1 and Chapter 7, Section 7.1 of the Zoning Ordinance. These proposed changes would provide a definition of dwelling, condominium and dwelling, apartment, split townhomes and condominiums into two separate uses for independent regulation, set a threshold for townhome developments of 5 or more to be governed by the same current standards and lessen the standards for townhome developments of 4 or less units, add duplexes as a use type while providing special requirements for duplex development, and provide buffer requirements for utility equipment and storage yards.**
3. Name: **Josh Blackwell, Planner I.**
   Address: **400 E Central Avenue Mount Holly, NC 28120.**

| | |
|---|---|
| **980-525-9041** | Josh Blackwell |
| Phone Number | 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*

**Chapter 3 Section 3.26 Definitions**

Dwelling, Apartment - Residence that is rented and is part of a larger residential building.

Dwelling, Condominium – Residential complex with multiple units individually owned in a structure with shared facilities and amenities.

**Chapter 7, Section 7.1 Note 5, Multi-Family, Mixed-Use, Apartment, ~~and Townhome/Condominium Dwellings.~~ Townhomes with 5 or more units, and Condominium Dwellings.**

(A) General. Applicable standards described in this note are required for multi-family, townhome developments with 5 or more units, ~~duplexes,~~ condominiums, apartments, vertical mixed-use developments and conditional district plans as defined in § 3.26 of the Zoning Ordinance and apply to all of the following. If the requirements in this note are at variance with the requirements of any other lawfully adopted rules, regulations or ordinance, the more restrictive or higher standards shall ~~govern~~ apply.

(1) New construction, whether such construction constitutes a new development or an expansion of an existing development;

(2) Multi-family dwelling units created by a change in use of a portion or all of an existing development to multi-family use; and

(3) Renovation or replacement of a portion or all of an existing multi-family development when the costs of renovation or replacement trigger the requirements of Ch. 11 of this ordinance for compliance with this ordinance.

(4) No phasing of construction is proposed or approved unless:

(a) The commercial portions of the development will be constructed as part of the initial phase; or

(b) If commercial and residential are proposed in the first phase, then no more than one-third of the total proposed residential units for the development can be part of the first phase.

(5) The developer will be required to create and record a plat of the development to ensure that all approved requirements and conditions for development are met if public infrastructure and fee simple lots are proposed. Change in ownership of the development will not negate any approved requirements as recorded with the Gaston County Register of Deeds.

(6) Any multi-family development may be required to develop a Transportation Impact Analysis (TIA) study based on the TIA Ordinance, which is an appendix to the Zoning Ordinance, Strategic Vision Plan and Subdivision and Land Development Ordinance.

(a) No multi-family development shall contain more than 20 dwelling units unless the development shall have frontage along and direct primary access on a major or minor thoroughfare as shown on the Gaston Urban Area Thoroughfare Plan or city-maintained thoroughfare unless the current roadway is capable of handling the capacity demand as reviewed by the city's TIA Ordinance.

(b) No multi-family development shall contain more than 60 dwelling units unless the development shall have frontage along and direct primary access on two major or minor thoroughfares or combination thereof as shown on the Gaston Urban Area Thoroughfare Plan or city-maintained thoroughfares unless the current roadway is capable of handling the capacity demand as reviewed by the city's TIA Ordinance.

(7) The off-street parking and circulation plan must assure safe, quick and convenient access for firefighting equipment, refuse collection and service and delivery vehicles. Interior streets may be public or private or a combination thereof as determined by the City of Mount Holly Technical Review Committee (TRC). The acceptance of a public street dedication must be approved by the City Council as required in the Subdivision Ordinance.

(8) The determination of whether interior streets will be public or private or a combination thereof will be based upon the following considerations, with recommendations from the TRC: adopted thoroughfare plan; neighborhood circulation needs; utility facilities; the size and shape of the tract to be developed; and the number of dwelling units to ultimately be constructed.

(9) All portions of every residential building will be located within 400 feet of a public or private street that furnishes direct access to the building.

(10) The design and construction of private streets will meet the standards established in the Mount Holly Subdivision and Land Development Guidelines.

(11) Public or private streets and parking areas will be no closer than 15 feet to any side of a residential building used for entry into the building and will be no closer than ten feet to any other face of the building.

(12) A screening device and parking lot landscaping shall be provided as set forth in Ch. 10, Landscaping and Tree Protection, in the Zoning Ordinance or any other prevailing ordinance requirement.

(13) All required sidewalks shall be installed. To promote pedestrian connectivity sidewalks within the parking and street network will be required as outlined in the Standard Details Manual for Development.

(14) On-site property management or an owners associated shall be required. ~~The owner of a duplex would qualify as the property manager.~~

(15) Recreation space:

(a) Each unit shall provide a minimum of 50 square feet as attached, private outdoor area in the form of a deck or patio. A breezeway would not qualify towards this requirement.

(b) A minimum of 10% of the parcel shall be provided as usable passive or active recreation space for residents.

(c) In general, required recreation space shall have a least dimension of 25 feet, an average dimension of 50 feet and a minimum area of 2,500 square feet. Smaller dimensions are acceptable if:

1. Less than 2,500 square feet of recreation area is required;

2. The recreation area is a suitably improved roof area or enclosed floor area; or

3. The anticipated needs of the residents require smaller facilities, such as tot lots or shuffle board courts.

(d) The dedication of a greenway easement and construction maybe used to satisfy the requirements for recreational spaces.

(e) Outdoor recreation area for common use should be located 20 feet or more from any residential windows as the same general level.

(f) Recreation areas shall be maintained in a safe and sanitary manner.

(16) Each residential building shall meet the following standards.

(a) The maximum building height shall be three stories of occupied space, and in no case shall the building exceed 50 feet in total height including the roof or the maximum in the particular zoning district, whichever is less.

(b) Roof requirements.

1. If a pitched roof is proposed, the pitched roof area may be used as attic or storage space.

2. If a flat roof is proposed, then it is permissible to utilize all of that area for passive recreation space and could be counted towards the recreation requirements.

(c) The front entrance of each unit on the first floor must be at ground level to the greatest extent practicable.

(17) General dimensional requirements for the development shall be determined by the district in which the development is located.

(18) Every residential building must be separated by a distance of at least 20 feet from any other residential building in the development.

(B) Office & Institutional District (O&I).

(1) Townhome with 5 or more units, condominium.

(a) If the development has multi-family dwelling units in mixed-use buildings they must be constructed in compliance with the regulations of division (~~D~~ C) below.

(b) If the development has no mixed-use as part of the development of multi-family dwelling units they must be constructed in compliance with the regulations of the division (~~E~~ D) below.

(2) Apartment.

(a) The development must have multi-family dwelling units in mixed-use buildings and they must be constructed in compliance with the regulations of division (D) below.

(b) However, division (B)(1) above does not have to comply with architectural requirements unless multi-family dwelling units are part of a mixed-use building. Section 5.7 of this ordinance shall apply to divisions (B)(1)(a) and (B)(1)(b) above.

(C) Mount Holly Mixed-Use District (MHMU).

(1) Mixed-use development. If the development has multi-family dwelling units in mixed-use buildings they must be constructed in compliance with the regulations of division (D) below.

(2) Townhome with 5 or more units, condominium.

(a) If the development has multi-family dwelling units that are not in a mixed-use building they must be constructed in compliance with the regulations of division (E) below

(b) Section 5.13 of this ordinance shall also apply to divisions (C)(1) and (C)(2) above for Mount Holly Mixed-Use District requirements. Multi-family developments in the MHMU will be required to obtain a Special Use Permit through the Zoning Board of Adjustment.

(D) R-8 Multi-Family District (R-8 MF).

(1) Apartments. Must comply with the regulations found in division (E) below.

(2) Townhome with 5 or more units, condominium. No architectural requirements, but must meet all other requirements as outlined in the district regulations of § 5.6 and any other regulations in division (E) below.

(E) Central Business District (B-1).

(1) Mixed-use condominium and apartment. Multi-family residential uses, either as the result of new construction or conversion, are allowed in the Central Business District (B-1) only if the projects in which they are included meet all the following criteria:

(a) Each project shall provide primary street level commercial land uses (i.e., retail, office and restaurant) of at least 50% of the square footage of the footprint of each building on the primary street level. For developments located on lots which abut more than one public street in the Central Business District, each additional street level floor shall provide commercial uses of at least 30% of that level's square footage. For purposes of this division (E)(1), the **PRIMARY STREET** shall be determined according to the following order: Main Street; Central Avenue; Catawba Avenue; Highland Street; Charlotte Avenue; all other streets. For example, if a project is located on a lot that abuts both Main Street and Central, Main Street shall be considered the "primary street" while for a project which abuts Catawba Avenue and Highland Street, Catawba Avenue shall be considered the "primary street" and so on.

(b) The entire frontage of the primary street level of the building abutting the street shall provide commercial uses. Required entrances for ingress and egress to secondary uses are permitted along said frontage so long as they are no larger than necessary to meet Building Code and safety requirements for ingress and egress. Commercial uses on the non-primary street level(s) shall front on the non-primary street.

(c) New projects shall be at least ~~two floors above the primary street level~~ three stories.

(d) Buildings facades shall be oriented to each public street and shall have a primary entrance door facing each abutting public sidewalk.

(e) A minimum of 60% of primary public street level facing building facade shall be comprised of transparent, non-reflective windows and 30% of non-primary street level facing building facades shall be comprised of transparent, non-reflective windows.

(f) Surface parking shall be located away from each public street to the extent possible and, if practical, to the rear of the principal building. Facades must comply with § 5.8 of this ordinance.

(g) Structured parking is permitted to the rear of the building or below the street level floor.

(h) Building facades may be no further than zero feet to zero inches from the established street setback line, except where necessary to provide landscaped courtyards, plazas, pocket parks, other pedestrian-oriented amenities or when there would be interference with public utilities.

(i) Pedestrian weather protection such as awnings or canopies are encouraged along the public street, but may be placed only in accordance with an encroachment agreement authorized by the City Council.

(j) Where an existing building is renovated to permit residential and for new construction which is to be partially non-residential, the dimensional requirements of the B-1 District shall apply and there shall be no limitation of density of dwelling units. In such instances, however, the floor area devoted to residential use shall not exceed two times the floor area used for non-residential purposes.

(k) Existing buildings being converted into mixed use condominium and apartment development must have ground level commercial uses on the entirety of the first floor.

(2) Additionally. Section 5.8 of this ordinance shall also apply. ~~for division (A) above.~~

(F) Residential Downtown District (RD). For townhome with 5 or more units, condominium, each new multi-family development shall meet the following standards.

(1) A townhouse style design and a mixture of unit configuration and sizes per development shall be encouraged. However, no more than 25% of the units shall be one bedroom. The city would request that developers support the type of dwelling units being proposed with market analysis information unless the total number of units is four or less for the entire development.

(2) Parking shall be required at two spaces per unit and a clearly designated parking area for visitors. Parking spaces per unit ratio may be increased due to site conditions specific to each development at the discretion of the Planning and Development Department. Justification of requests will be documented.

(a) The square footage of the parking designated for visitors may not exceed 20% of the total parking area. A minimum of 25% of units shall have a garage or carport.

(b) If freestanding, garages and carports shall be architecturally integrated with the development. To the greatest extent practicable, parking shall be located behind or underneath proposed buildings.

(3) Section 5.14 of this ordinance shall also apply. ~~to division (E)(1) above.~~

**Chapter 6, Table 6.1**

| Use Types | Note | R-A | R-20 | R-12 | R-10 | R-8 SF | R-8MF | RD | MHMU | O&I | B-1 | B-2 | B-3 | L-I | H-I |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ~~Dwelling, townhome; condominium~~ | ~~5~~ | | | | | | ~~X~~ | ~~X~~ | ~~S~~ | ~~X~~ | ~~X~~ | | | | |
| Dwelling, Apartment | | | | | | | X | | S | X | X | | | | |
| Dwelling, Condominium | 5 | | | | | | X | X | S | X | X | | | | |
| Dwelling, Duplex | 40 | | | | | | X | X | | | | | | | |
| Dwelling, Townhome | 5, 39 | | | | | | X | X | S | X | X | | | | |

## Chapter 6, Table 6.6

| Use Types | Note | R-A | R-20 | R-12 | R-10 | R-8 SF | R-8MF | RD | MHMU | O&I | B-1 | B-2 | B-3 | L-I | H-I |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Utility equipment and storage yards | 41 | | | | | | | | | | | | X | X | X |

## Chapter 7, Section 7.1, Note 39, Townhomes with 4 or less units.

Townhomes in the B-1 district will have to meet the standards laid out in note 5E.

Townhomes with 4 or less units should meet the requirements of the underlying zones and the following:

(1) All required sidewalks shall be installed. To promote pedestrian connectivity sidewalks within the parking and street network will be required as outlined in the Subdivision and Land Development Ordinance.

(2) The developer will be required to create and record a plat of the development to ensure that all approved requirements and conditions for development are met if public infrastructure and fee simple lots are proposed. Change in ownership of the development will not negate any approved requirements as recorded with the Gaston County Register of Deeds.

(3) Must meet access requirements based on the State Fire Code. The City reserves the right to apply fire safety standards to the development.

(4) The off-street parking and circulation plan must assure safe, quick and convenient access for firefighting equipment, refuse collection and service and delivery vehicles. Interior streets may be public or private or a combination thereof as determined by the City of Mount Holly Technical Review Committee (TRC).

(5) The design and construction of private streets will meet the standards established in the Mount Holly Subdivision and Land Development Guidelines.

(6) Each unit shall provide a minimum of 50 square feet as attached, private outdoor area in the form of a deck or patio. A breezeway would not qualify towards this requirement.

(7) The front entrance of each unit on the first floor must be at ground level to the greatest extent practicable.

## Chapter 7, Section 7.1, Note 40, Duplex Requirements

Duplexes should meet the requirements of the underlying zones and the following:

(1) The owner of a duplex would qualify as the property manager.

(2) Each unit shall provide a minimum of 50 square feet as attached, private outdoor area in the form of a deck or patio. A breezeway would not qualify towards this requirement.

## Chapter 7, Section 7.1, Note 41, Utility Equipment and Storage Yards

Must construct a 6 ft opaque fence surrounded by a 10-foot-wide landscaping buffer that includes 5 small maturing trees of the type listed in Chapter 10 Section 10.4(A) and 30 shrubs of the type listed Chapter 10 Section 10.4(D) for every 100 linear feet of property line.

# Regular Meeting Agenda Action Form

| Meeting Date | From |
|---|---|
| March 10, 2025 | Brandon Livingston, Planning II<br>Planning |

## CONSENT AGENDA Item # 7

Call for a Public Hearing for a text amendment to update the Subdivision and Land Development Ordinance Sections 153.059 and 153.082C to ensure that street lights are provided every 200 feet and provided from the entrance of developments. Case #TA-25-1.

## Will this require a public hearing?

Yes

## Background/Purpose of Request

This proposed text amendment has been submitted by staff and would specify a required distance between street lights in new subdivisions, as well as require street lights at the entrances to all new subdivisions and developments.

This amendment to Chapter 153.059 and 153.082C-3 would require street lights at the entrances to all new developments and/or subdivisions, and require a distance of no more than 200 feet between all street lights thereafter.

Staff would request this information at the construction plan phase to ensure that all new subdivisions and developments are well illuminated to promote safety.

If this call is approved, a public hearing will be held by the Planning Commission on April 7th and by the City Council on April 14th, 2025 concerning the matter.

## 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:** | |
| **Budget Code:** | |
| Reviewed by City Attorney? | No. |

## Manager/Staff Recommendation

Staff recommends that the City Council approve this call & set the public hearing.

## Attachments

1. Street Lighting Text Amendment Application
2. Section 153.059 - Redlines
3. Section 153.082C - Redlines

**APPLICATION FOR TEXT AMENDMENT**

**CITY OF MOUNT HOLLY, NORTH CAROLINA**

Date Filed: **2-10-2025.** Application Number: **TA-25-1.**

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 Zoning Ordinance relating to: **Amend the Subdivision and Land Development Ordinance Sections 153.059 and 153.082C to ensure that street lights are provided every 200 feet and provided from the entrance of developments.**

2. The following statement best describes what you would like the text amendment to reflect: **This proposed text amendment has been submitted by staff and would require street lights at the entrances of all new developments and/or subdivisions and require street lights to be placed no more than 200 feet apart thereafter.**

3. Name: **Ethan McGee, Planning Intern.**
   Address: **400 E Central Avenue Mount Holly, NC 28120.**

| | |
|---|---|
| **704-951-3017** | *Ethan McGee* |
| Phone Number | 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.

## § 153.059 STREET LIGHTS.

The subdivider and/or applicant shall be responsible for submitting a lighting plan. The lighting plan must show decorative light poles of a type supplied, installed and maintained by Duke Energy. The developer must make financial arrangements with Duke Energy prior to final plat approval, requiring Duke Energy to install, perpetually maintain and replace such decorative poles. The developer shall maintain consistency throughout the entire subdivision so that all light poles will be of the same type and installed every 200 feet throughout the development starting from the entrances of all developments and/or subdivisions. All installations shall require underground wiring and shall be installed by Duke Energy to city standards, according to the Duke Energy Lighting Plan (adopted on December 13, 1999). The developer shall submit the lighting plan with the construction plan package and shall be approved as a part of the construction plans.

(Ord. passed 9-27-2021) Penalty, see § 153.999

C3

(C) *Street lighting.*

(1) The developer shall be required to install decorative street lighting on all streets. All lighting shall be installed prior to final acceptance by the city. The city shall not be responsible for maintenance and repair of decorative street lighting. Maintenance and repair of decorative lighting shall be the responsibility of the utility provider, or the homeowner or property owners' association.

(2) The developer shall consult with the appropriate utility provider in the development of proposed street lighting plans. Lighting plans shall be submitted to the Planning and Development Department for approval prior to installation of lighting. All poles shall be of metal construction. Wooden poles are not allowed. In the interest of cost savings, the city reserves the right to require the most energy efficient style lighting as part of the lighting plan submitted such as, but not limited to, light-emitting diode (LED).

(3) Street lights shall be located at all intersections, ~~and~~ at the end of all cul-de-sacs and turnarounds and at the beginning of entrances to all new developments and/or subdivisions and then every 200 feet thereafter. Street lights that are not located at intersections shall be located on or adjacent to property corners.

(D) *Street signage.*

(1) The developer shall be responsible for installation of speed limit signs, stop signs, street name signs and other signage throughout the development as determined necessary by the city. The developer shall submit a signage plan to the city for approval prior to installation of street signs. Sign installation shall be complete prior to final acceptance by the city.

(2) Street name signs shall match current city standards and shall be approved by the city prior to installation. Other signage shall comply with NCDOT and Manual on Uniform Traffic Control Devices (MUTCD) standards. All sign materials and installation shall comply with the standard details, city, NCDOT and MUTCD standards.

(3) Street sign poles shall be decorative to match decorative street light poles. The city will not be responsible for maintenance and repair of decorative street sign poles. Maintenance and repair shall be the responsibility of the homeowner or property owners' association. Other signage, such as speed limit signs, may be on decorative posts, or on galvanized posts as shown in the NCDOT standards. The city will not be responsible for the maintenance of any decorative street posts.

(4) Street signs shall include the city logo of the "M" in accordance with the city branding campaign.

(E) *Street specifications.* Street construction materials shall be in accordance with the most current edition of the NCDOT Standard Specifications for Roads and Structures, and Roadway Standard Drawings, as revised July 2012 (and as subsequently amended), except where standards in these guidelines are more stringent, or as directed by the city.

(F) *Construction.*

(1) All backfill shall be compacted to 95% of standard proctor density (AASHTO-T99), except the last 12 inches of subgrade, which shall be compacted to 100%.

(2) Proofrolling of subgrade and stone base shall be performed in the presence of the City Inspector using an over-loaded (on-site) triaxle dump with 22 to 25 tons of stone, third axle lifted. If rain occurs before placing stone on subgrade that has been proofrolled, or if rain occurs prior to placing asphalt on stone base that has been proofrolled, the subgrade and stone base must be proofrolled again as directed by the city.

(3) Subgrade must be checked by the City Inspector for grade elevation prior to placing stone base. Subgrade must meet all NCDOT and city requirements. Subgrade elevation must be within plus

**CITY OF MOUNT HOLLY**

**CITY COUNCIL MEETING MINUTES**

**MONDAY, FEBRUARY 10, 2025**

**COUNCIL CHAMBERS**

**7:00 PM**

CALL TO ORDER

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

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

INVOCATION

Pastor Kara Stewart from Good Shepard Lutheran Church led the Council, Staff, and attendees in prayer.

PLEDGE OF ALLEGIANCE

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

SET THE AGENDA

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

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

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

CONSENT AGENDA

1. Call for a Public Hearing to Rezone PID numbers 218759 and 218760 from HI (Heavy Industrial ) to B3 (General Business).

2. Call for a Public Hearing to consider rezoning a portion of a 2.13-actre tract of land located at 501 Belmont-Mount Holly Road Tax Parcel ID #183899, from R-12 Single Family to B-3 General Business, as submitted by Billy Rick.
3. Approval of Mooreland Oaks Bond Reduction
4. Approval of Release of Two Liens for Nuisance Abatement
    - 515 cherry Street-Parcel ID# 181793
    - 511 Cherry Street- Parcel ID#181795
5. Approval of a Resolution Declaring Conveyance of Property: 1911 Fire Truck and Old Equipment.
6. Approval of Minutes from the January 27, 2025 Council Meeting
7. Approval of Minutes from the January 27, 2025 Closed Session

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

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

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

PRESENTATIONS

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

***Mayor Moore and Chief Baker***

Mayor Moore administered the oath of office to Firefighter Brandon Clingerman. Firefighter Clingerman was pinned by his father. Chief Baker stated that the number on his badge will follow him throughout his career.

Mayor Moore administered the oath of office to Fire Training Captain Kevin Baynard. Captain Baynard was pinned by his wife Tiffany.

2. Consideration and Approval of the Works that will be Installed in the Outdoor Gallery

***Paul Lowe***

Mr. Lowe stated that the six works that are provided for review will replace the current installations that are on display in the Outdoor Gallery at the pergola adjacent to City Hall. Mr. Lowe reminded the Council that the art was generated by Arts Mount Holly's annual Plein Air Event. Mr. Lowe stated that if the art is approved, staff will work with our contractor to have the

Outdoor Gallery updated by the end of April 2025. Mr. Lowe stated that the PAAC reviewed and recommended approving the art at their January 15, 2025 meeting.

Motion: Councilman Meadows made a motion to approve the artwork that will be installed in the outdoor gallery. Mayor Pro Tem Shoemaker seconded the motion.

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

PUBLIC HEARING

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

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

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

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

Mr. Blanton stated that tonight we will be going into a public hearing for the purpose of discussing whether the City should enter into an installment purchase contract with Dean N. Stroupe Family Limited Partnership. Mr. Blanton stated that he will discuss the process and the project as he has received a number of inquiries. Mr. Blanton reviewed the timeline of how we got to where we are tonight. Mr. Blanton stated that we are talking about two contracts, one being for the sale of the properties located at 120 East Central Avenue and a second contract located at 128-140 East Central Avenue. Mr. Blanton stated that in February 2024, the Council unanimously approved these two contracts and went through a six-month examination process. Mr. Blanton stated that at the end of those six months, the Council voted to extend the examination period for another six-month period from August until March 2, 2025. Mr. Blanton stated that the question before the Council is whether the City wishes to finance the purchase of these properties. Mr. Blanton stated that this is an option presented to the Council by Dean N. Stroupe Family Limited Partnership approximately six to eight months ago where we would eventually purchase the properties, but we would finance them over a two-year period at 6% interest rate which would equate to approximately $174,000. Mr. Blanton reviewed the notice published in the Gaton Gazette as well as the proposed terms of the agreement with Dean N.

Stroupe Family Limited Partnership. Mr. Blanton stated that the purchase price is $3,143,000.00 and that the City paid $50,000 in September so the cost would be less the $50,000. Mr. Blanton stated that the City would put $200,000 down at the time that the City enters into this agreement leaving a balance of $2,893,000.00. Mr. Blanton stated that the City would accrue $173,580.00 that would total $3,066,580.00. Mr. Blanton reiterated that this is an option for the Council's consideration after the public hearing. Mr. Blanton stated that the Council has the option to not accept the terms of the agreement and of course the public will be allowed to comment. Mr. Blanton stated that this is allowed under North Carolina General Statute 160A-20 and gives the Council the statutory authority to enter into this agreement.

Mr. Blanton stated that there has been no vote on this installment loan nor is the City in any financing purchasing for any of these properties. Mr. Blanton stated that the City has these under contract and if the Council does not take action, we will move forward with the examination period ending on March 2, 2025 and the closing of those properties on March 25, 2025. Mr. Blanton stated that all of these properties have been acquired by the City in Open Session and reflected in the meeting minutes. Mr. Blanton stated that all of these agreements are a matter of public record and have been shared with those who have requested them.

Mr. Blanton stated that the City continues to do its due diligence regarding this project and acknowledged that the City is not where they thought they would be a year ago. Mr. Blanton stated that the goal was to work towards acquiring the properties and enter into a development agreement with a developer who would in turn purchase these properties and incur any costs associated with the project. Mr. Blanton stated that the City issued an RFP (Request for Proposals) last summer that did not yield any responses and then issued an RFQ (Request for Qualifications) which yielded one response. Mr. Blanton stated that the response confirmed that the project the City was looking for was possible, but it was not what the City originally looked at in the plans presented. Mr. Blanton stated that the City continues to work with those private sector partners but that there is some uncertainty surrounding the developmental agreement because the matter of these properties shown in blue on the map must be settled.

Mr. Blanton discussed the environmental testing and stated that the plan was to immediately enter into an agreement with the developer and thus be responsible for those costs. Mr. Blanton stated that given the known uses of the property, the risk was nominal. Mr. Blanton stated that he has a contractor that is prepared to move forward with a phase one environmental study that would be completed in two weeks if he has notice by tomorrow February 11, 2025 which would put the completion date at February 28, 2025. Mr. Blanton stated that if there is no objection from the Council, the City will move forward with this study to demonstrate that the City is taking good faith efforts towards this property. Mr. Blanton stated that this is not legally required by Federal or State statutes but given the uniqueness of this transaction we would like to move forward so that the Council can have this information at the Council Retreat on February 28, 2025.

There were no questions from the Council for Mr. Blanton at this time. Mayor Moore read a statement of the advantages and disadvantages for purchasing this property. Mayor Moore listed the advantages of purchasing this property as increased tax value for the downtown and additional revenue and foot traffic for merchants. Mayor Moore listed the disadvantages of purchasing this property as the $3.4 million dollar cost for the Stroupe and Sisk properties, only one developer interested with no development agreement in place, the City does not control the Happy Shack and the block building, parking concerns with no traffic impact analysis conducted, no environmental study, there needs to be 250 units to be profitable where original plans called for 138 units, there is a financial gap of $8-$15 million by McAdams, closing timing issues and financing issues.

Mayor Moore called those that have signed up to speak during this public hearing to the podium.

1. Rodney Williams-315 S. Main Street: Mr. Williams expressed concern that the phase 1 environmental studies have not been done at this time. Mr. Williams stated that there should be an environmental study done prior to purchasing these properties as it is standard practice. Mr. Williams stated that if the Council chooses not to move forward with the environmental study, the City will assume full responsibility for any hazards discovered. Mr. Williams stated that the Council is selling 131 S. Main Street due to asbestos concerns but plans to buy five buildings without any inspections. Mr. Williams asked the Council not to purchase this property without an environmental study.
2. Gary Brinkley-176 Tom Sawyer Lane: Mr. Brinkley stated that voters voted no to the bond referendum to expand the greenway and to enlarge Veterans Park. Mr. Brinkley stated that the City should be taking every opportunity to lower taxes and not increase taxes. Mr. Brinkley stated that he has concerns about this project. Mr. Brinkley stated that he supports those that have asked for the City to do an environmental study on the property in question. Mr. Brinkley stated that no one has addressed the impacts on schools and traffic.
3. Mr. Bob Henricks stated that there should be an environmental study done prior to the purchase of this property. Mr. Henricks stated that this is a simple case of the cart before

the horse and that this project is not being well thought out. Mr. Henricks suggested that the Council should table this topic until an environmental study is done. Mr. Henricks stated that the citizens voted no to the Veteran's Park Expansion and that no means no.

Motion: Mayor Pro Tem Shomaker made a motion to go out of the public hearing and into the regular meeting. Councilwoman Harris seconded the motion.

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

Motion: Mayor Pro Tem Shoemaker made a motion to table this discussion until the February 28, 2025, City Council Retreat pending a phase one environmental study. Councilman Meadows seconded the motion.

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

<u>PUBLIC COMMENT- Three (3) Minute Limit</u>

1. Kim Webb 119 Ashley Street- Strong like AK provides financial assistance to parents whose children are fighting cancer. Ms.Webb stated that the Strong like AK house is home away from home for families who are traveling to Levine Hospital. Ms. Webb invites everyone to support their initiative. Ms. Webb invited the Council to a formal ribbon cutting which will be held on March 6, 2025 at 5:00 pm.
2. Bob Hendrix- Mr. Hendrix stated that he has zero intent to take any personal attacks on any of the Council and that he does not mean anything to be personal. Mr. Hendrix stated that there are a number of social media outlets including Mount Holly Town Talk North Carolina. Mr. Hendrix offered his apologies if his words were harsh or perceived as rude on these social media outlets. Mr. Hendrix suggested that the Council members should make sure to meet with citizens that request meetings.
3. Shannon Williams 178 North Main Street- Mr. Williams is a lifelong resident here in Mount Holly. Mr. Willliams stated that he would like the Council to consider easing the burden on the taxpayers. Mr. Williams stated that there have been big increases in water and sewer. Mr. Williams stated that he would like to see businesses brought in that are not centered around alcohol. Mr. Williams stated that he would like to not see any more development at this time, especially since the infrastructure is so tight.
4. Kendle Starcher 123 S. Main Street-Owner of Catalyst Mercantile- Ms. Starcher stated that she would like the Council to consider the full scope of any offer when selecting the winning bid. Ms. Starcher stated that the ideal owner may or may not be the highest

bidder from a monetary perspective but will have the means and plan to get the building up to code as quickly as possible and turn it into a space that will add to the small business landscape of Main Street. Ms. Starcher stated that she would like to present the Council with 144 signatures of Mount Holly residents, business owners, and patrons who agree with their sentiment that the best option to sell the building may not be the highest dollar offer, and we support the Council's right to reject any offer or bid for any reason per the North Carolina upset bid process rules.

NEW BUSINESS

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

***Jon Ford***

Mr. Ford stated that back in December, the City received a request from Mr. Jacob Jordan for both water and sewer services. Mr. Jordan stated that staff has reviewed the feasibility of the request and determined that the extension of the water line would be feasible however the sewer extension did not make financial sense due to the distance to the closest sewer manhole line. Mr. Ford apologized to the Council stating that the location is wrong in the agenda packet and that the correct address at the corner of Riverside Drive and Horseshoe Lake Road. Mr. Ford stated that Mr. Jordan is planning to potentially subdivide this property and adding an additional house to have city water to it. Mr. Ford stated that Mr. Jordan is here if there are any questions from the Council.

Councilman Meadows inquired as to whether or not this had been done off of Horseshoe Lake Drive. Mr. Ford stated that at 211 Horseshoe Lake is where it is currently extended to, and this is where we will be extending from to go to his property.

Motion: Councilman Craig made a motion to approve the request by Jacob Jordan to approve water utilities as an outside customer to 107 Riverside Drive, Gaston County Tax Parcel ID #176293. Councilman Reeves seconded the motion.

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

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

Mr. Blanton stated that on the consent agenda, there was an approval of a resolution declaring conveyance of property. Mr. Blanton stated that this is a 1999 Fire Truck that the City recently retired, and the Fire Department will be donating that truck to the Town of Hot Springs in Western North Carolina. Mr. Blanton reviewed the current projects and stated that the Ransom Hunter Park will be completed by the Spring or early Summer. Mr. Blanton stated that there are two major projects that are out for bid which are the Dutchman's Creek Bridge and the South Gateway Connector Road. Mr. Blanton stated that the Grand Hall is undergoing the sound upgrades. Mr. Blanton stated that there have been no offers received for 131 S. Main Street. Mr. Blanton stated that for the second year in a row, the Finance Department has been awarded the distinguished Budget Presentation Award from the Government Finance Officers Association.

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

*Motion:* Mayor Pro Tem Shoemaker made a motion to go out of the regular meeting and into closed session at 7:53 pm. Councilman Craig seconded the motion.

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

*Motion:* Councilman Hough made a motion to come out of closed session and back into the regular meeting at 8:12 pm. Councilwoman Harris seconded the motion.

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

ADJOURN

With no additional items for discussion, Mayor Moore entertained a motion to adjourn the February 10, 2025 City Council meeting.

*Motion:* Councilman Hough made a motion to adjourn the February 10, 2025 City Council meeting at 8:13pm.Councilman Craig seconded the motion.

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

The meeting adjourned at 8:13 pm.



Draft: 2/10/2025_td
Approved:

# Regular Meeting
# Agenda Action Form

| Meeting Date | From |
| --- | --- |
| March 10, 2025 | Tara Douglas, City Clerk<br>City Clerk |

## CONSENT AGENDA Item # 9

Approval of Minutes- February 10, 2025 Closed Session

## Will this require a public hearing?

No

## Background/Purpose of Request

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

## Fiscal Impact

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

## Manager/Staff Recommendation

## Attachments

None

# Regular Meeting
# Agenda Action Form

| Meeting Date | From |
|---|---|
| March 10, 2025 | Paul Lowe, Assistant Planning Director<br>Planning |

## PRESENTATIONS Item # 1

Consideration & Approval of the Final Design Associated with the Ida Rankin Elementary Mural Project.

## Will this require a public hearing?

No

## Background/Purpose of Request

The Ida Rankin Mural project is one of PAAC's six priority projects for the year. The PAAC selected Hands & Hands Creative of Elkin after a very competitive RFQ process, and have been working with the two artists-Sarah & Andrew Wilson on the proposed design. At their February 19th meeting, the PAAC reviewed the proposed design, and voted unanimously to recommend approval. If the art is approved by the City Council, the art will also need to be approved by the School Board. Staff are actively working on the latter by sharing the design with both Ida Rankin School staff, and Central Office staffers. If both approvals are granted, the project is scheduled to be completed by the end of May.

## Fiscal Impact

| | |
|---|---|
| Will Item affect current budget? | Yes |
| Reviewed by Finance Director? | Yes |
| Preaudit Certification Required? | Yes |
| Capital Project Ordinance Required? | No |
| Budget Transfer Required? | No |
| **Total City Dollars:** | $12,900 for mural installation. $1,580 for wall prep. **Total: $14,480.** |
| **Budget Code:** | **10-40-4910-603** |
| Reviewed by City Attorney? | Yes. Has been made aware of the project & provided with project schedules. |

## Manager/Staff Recommendation

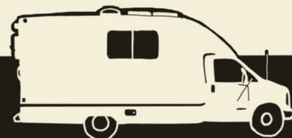
Approve the final design associated with the Ida Rankin Elementary Mural Project.

## Attachments

1. Ida Rankin Mural Concept

# IDA RANKIN ELEMENTARY SCHOOL MURAL DESIGN

ANDREW + SARAH McWILSON



PARTNERS IN MARRIAGE AND MURALS
JOURNEYING IN OUR MARSHMELLOW

hand in HAND

**Address: 103 Masonic Drive, Elkin, NC 28621**

**Email: handinhandcreative@gmail.com**

**Phone: 850-380-5689**

**Website: handinhandcreative.org**

**Instagram / Facebook / Youtube: @handinhandcreative**

## HAND IN HAND / RISE Mural Concept


**RISE**

Our creative goal with this mural is to bring the spirit of Ida Rankin from the inside to the outside. Utilizing their mission of RISE, alongside the school colors, our mural tells a story of togetherness, and captures the feeling of family while bringing a colorful warmth to this wall. The symbolism of the school mascot, the Roadrunner, is evident here with the visual depiction of the roadrunner's unique X-shaped tracks. These tracks (footprints) come together to graphically make up the portrait on the left — it takes many steps to make the individual. On the right, students come together in collaboration. Using photos taken from our site visit, this scene of students working alongside each other is evident when walking through any class. Their creative mark-making is depicted through their line drawings/original artwork we integrated. We use the circular movement/overlays of color throughout to symbolize togetherness and transparency, and to connect to the sun metaphor for RISE.

*Those who RISE together, walk as a family.*

Bringing it all home, these words capture the feeling of existing alongside, as a team, a unit, a family. It is a feeling very much felt when you step through the doors of Ida Rankin.

## HAND IN HAND / RISE Mural Concept

**RISE =**
Respect all people and places
Influence positivity
Strive for excellence
Encourage others to be safe

## HAND IN HAND / RISE Mural Concept

# Regular Meeting
# Agenda Action Form

| Meeting Date | From |
| --- | --- |
| March 10, 2025 | Paul Lowe, Assistant Planning Director<br>Planning |

## PRESENTATIONS Item # 2

Consideration & Approval of the Final Design Associated with the Ida Rankin Avenue Mural Project.

## Will this require a public hearing?

No

## Background/Purpose of Request

The Rankin Avenue Mural project is one of PAAC's six priority projects for the year. The PAAC selected artist-Johari Huggins of Charlotte after a month-long RFQ process, and have been working with her on the proposed design. At their February 19th meeting, the PAAC reviewed the proposed design, and voted unanimously to recommend approval. If the art is approved by the City Council, staff will work to have the site prepped for the artist, who is scheduled to complete this project by the end of May. This section of Rankin Avenue is a City-maintained road, so staff will not be required to obtain approvals from the NCDOT, though we have been keeping Streets and Public Works staff members aware of the project. Closer to when the prep work is scheduled, we will work with the Police Department to ensure the safety of both contractors and artists alike.

## Fiscal Impact

| | |
| --- | --- |
| Will Item affect current budget? | Yes |
| Reviewed by Finance Director? | Yes |
| Preaudit Certification Required? | Yes |
| Capital Project Ordinance Required? | No |
| Budget Transfer Required? | No |
| **Total City Dollars:** | $4,575 for mural installation. $7,490 for prep work at the site. **Total: $12,065.** |
| **Budget Code:** | **10-40-4910-603** |
| Reviewed by City Attorney? | Yes. |

## Manager/Staff Recommendation

Approve the proposed design for the Ida Rankin Avenue Mural Project.

## Attachments

1. Rankin Ave. Crosswalk Design


**LEFT**: In-Situ,
Crosswalk at
Rankin & Hicks Ave.

**RIGHT:** Art Sketch

# Regular Meeting Agenda Action Form

| Meeting Date | From |
| --- | --- |
| March 10, 2025 | Brian DuPont, Assistant City Manager<br>City Management |

## PRESENTATIONS Item # 3

Presentation by the Mount Holly Community Development Foundation

## 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

None

Regular Meeting
Agenda Action Form

| Meeting Date | From |
|---|---|
| March 10, 2025 | Paul Lowe, Assistant Planning Director<br>Planning |

## PUBLIC HEARING Item # 1

Public Hearing to Consider a Rezoning Request, Initiated by Staff, to Rezone Parcel #s 218759 & 218760 from HI to B-3. Case # R-25-2.

## Will this require a public hearing?

Yes

## Background/Purpose of Request

Staff have initiated this rezoning request, Case #R-25-2 to rezone parcel #s 218759 & 218760 from HI (Heavy Industrial) to B-3 (General Business), which are approximately 18.15 acres. This is a staff-initiated rezoning of these two parcels that are located along a very busy & important entrance-way into the City. Staff feels that having both of these properties zoned commercial would best position the City to attract new development, while preserving the visual appeal of a major gateway-while achieving many goals of the future land use plan. On the latter point, these properties are partially located in the Community Corridor use type, which seeks to encourage the development of retail and service uses-with limited residential development. Again, staff feels that the proposed zoning would help to foster increased development in this area of the City-while meeting land use plan goals. Regarding uses that are provided the Table of Permitted Uses in the Zoning Ordinance there are 241 allowed uses in the B-3 District & 156 in the HI District. The B-3 District offers 85 additional uses then the HI District allows, or 54% more uses.

It is important to note that both property owners, OMB Property Holdings, LLC and 801 W Central Ave, LLC were notified by regular and certified mail of the rezoning, as well as the properties being posted and adjacent property owners being notified by first class mail. John Marrino of OMB contacted staff and said that he has no issues with the proposed rezoning. Staff has not received any feedback from the owner of the Old Burlington Plant. They are in the process of demolishing the building, which appears to end their use of the site as a commercial scrap metal recycling business.

## 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

At their March 3rd meeting, the Planning Commission voted unanimously to approve the rezoning of these two parcels. Staff recommends approval of the rezoning request as well. Please reference the attached Statement of Consistency.

## Attachments

1. Rezoning Application & Application Packet.
2. Ad Proof for Case #-R-25-2.
3. Statement of Consistency.

# MOUNT HOLLY
# PLANNING AND DEVELOPMENT

**Planning Commission**
**Rezoning Application**

Date Submitted: 1/30/2025 | Fee: 2-Acres or less **$300.00 NA**_____ | Case Number: R-25-2
2-10 Acres **$400.00** ________
10 +Acres **$600.00** ________

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

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

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

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

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

**Check One:**

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

**Check One:**

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

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

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

Submitted by

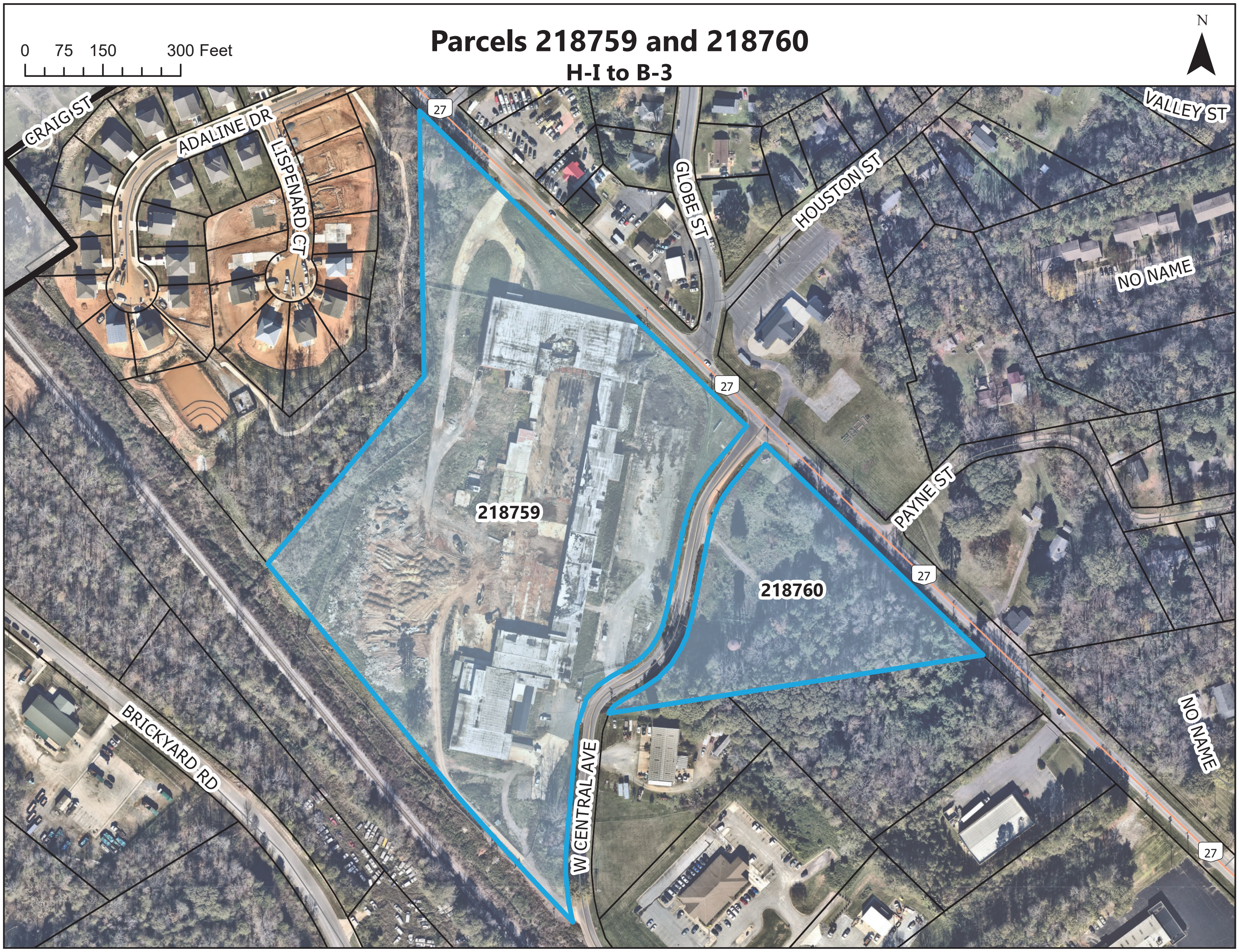
| | |
|---|---|
| | Paul Lowe, for the City of Mount Holly |
| Property Owner Signature | Representative/Applicant Signature (if applicable) |
| | Paul Lowe |
| Name | Name |
| | 400 E Central Ave |
| Mailing Address | Mailing Address |
| | Mount Holly, NC 28120 |
| City, State and Zip Code | City, State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

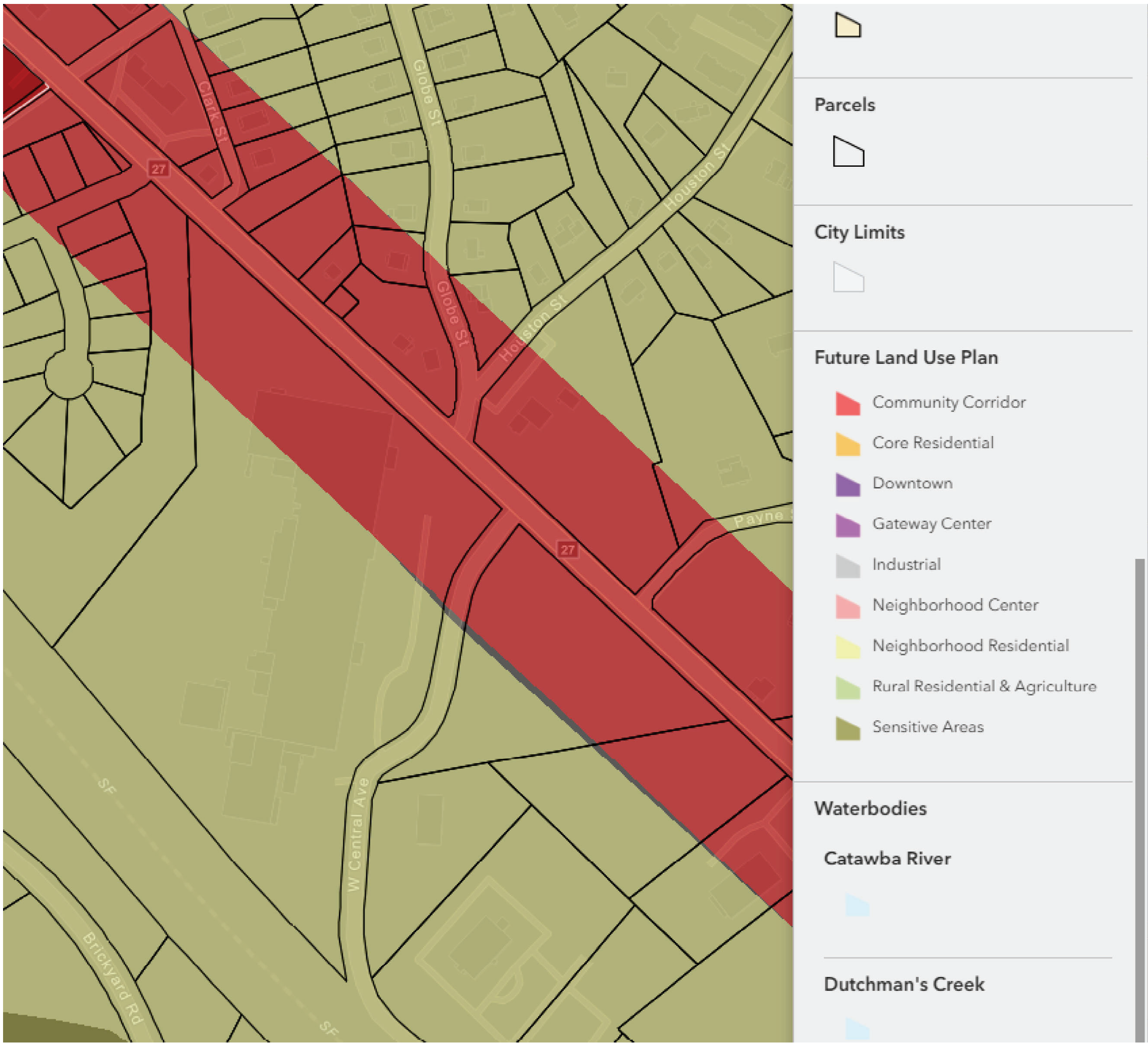


*Additional sheets for tax parcels and signatures are available upon request.*

# Parcels 218759 and 218760

**H-I to B-3**





Clark St
Globe St
Globe St
Houston St
Houston St
Payne
27
27
W Central Ave
Brickyard Rd
SF
SF
Parcels
City Limits
Future Land Use Plan
Community Corridor
Core Residential
Downtown
Gateway Center
Industrial
Neighborhood Center
Neighborhood Residential
Rural Residential & Agriculture
Sensitive Areas
Waterbodies
Catawba River
Dutchman's Creek

# COMMUNITY CORRIDOR

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

## Intent

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

## Typical Uses

### Primary

Retail

Service

Office

### Secondary

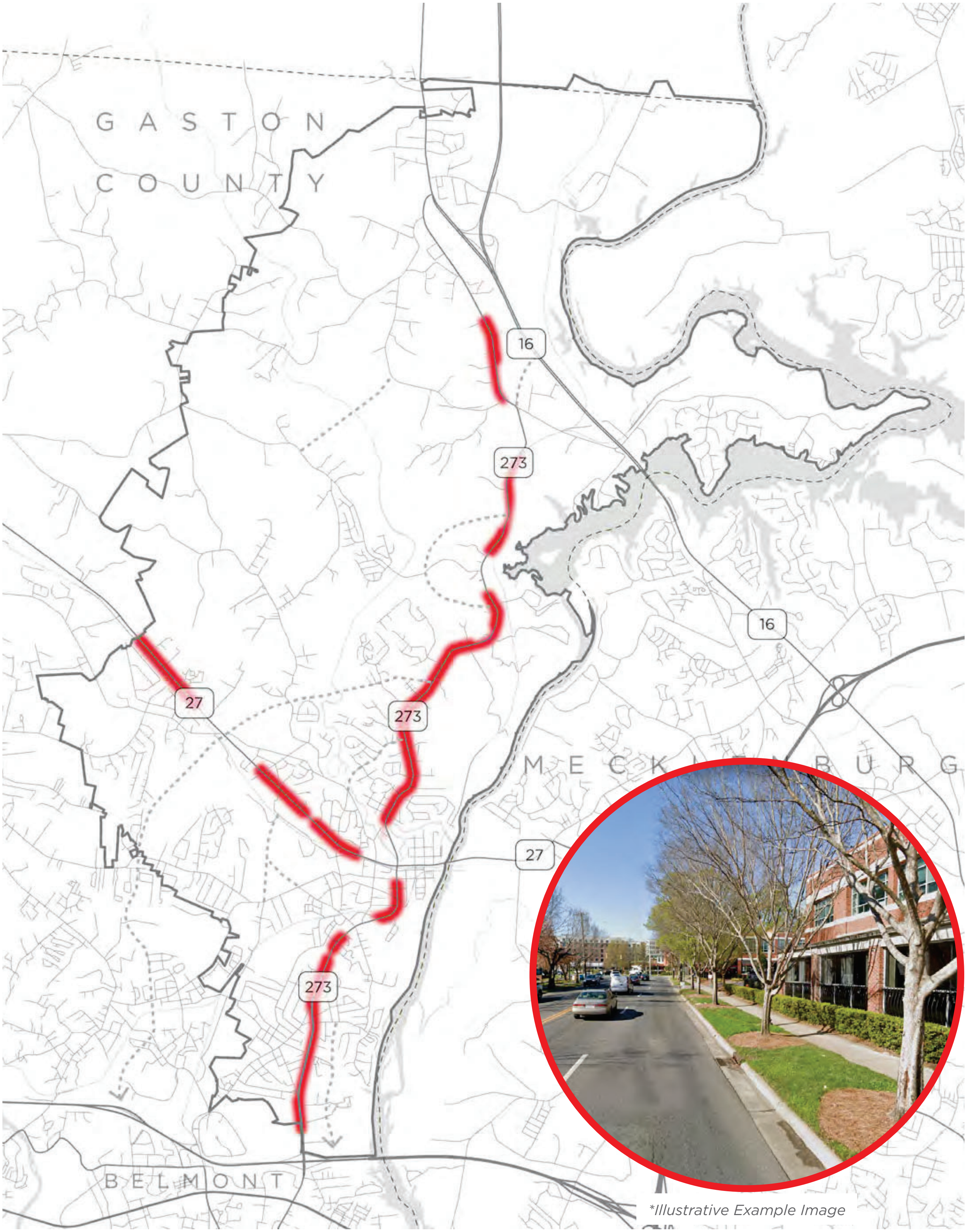
Residential

Institutional

## Characteristics

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

# PLACE TYPE LOCATION MAP




*Illustrative Example Image

# ACTION PLAN

The timing of implementing Plan Mount Holly will depend on a variety of factors, including market conditions and the ability of the City and private interest to work together. An action plan provides a framework for achieving the City's desired future vision. It builds on the successes of previous planning efforts and provides an implementation framework for future decision-making. The intent of the action plan is two-fold. First, it provides City decision-makers with a way to track progress and prepare for future year improvements. Second, clearly defined action items enable the City to identify public and private investment opportunities that are healthy, sustainable, and achievable through well-guided growth and development policies that meet local objectives.

The action plan highlights three featured actions and compiles the framework plan policies for ease of reference. This structure helps communicate that not all recommendations need to be completed in unison. Instead, the recommendations promote flexibility and coordination with actions identified in foundational plans such as the Strategic Vision Plan Update, the Park Plan, and Bike Mount Holly, among others. The action plan also emphasizes partnership between the City and the development community to implement the vision of the Land Plan as development occurs and funding sources become available. Local, regional, and state partnerships can also be levied where appropriate to ensure strategic and timely improvements. Working together is especially important, given the amount of development anticipated for the study area.

## FEATURED ACTIONS

The Land Plan addresses specific challenges, known and anticipated, and leverages unique opportunities associated with the likely growth in the years to come. Completing the plan is an initial step. Measuring progress and effectively tracking what's working and what's not working opens the door to regularly modifying programs and policies to respond to lagging progress or new challenges. Three featured actions are stated as precursor to other steps to follow.

**Adoption and Monitoring.** The first action in fulfilling Plan Mount Holly is the formal adoption of the Land Plan. Adoption by City Council will signify the acceptance of the plan's vision and recommendations by the city. In the years to come, the forces and trends shaping Mount Holly and the region will be different from those shaping the area today. A dynamic response to these changing circumstances is required.

**Foundational Plans.** Mount Holly should focus efforts on implementing recommendations from foundational plans including the Strategic Vision Plan Update, Park Plan, and Bike Mount Holly in accordance with the implementation time frames outlined in those plans.

**Regulatory Framework.** Mount Holly should conduct a diagnostic of its zoning code and other regulatory documents, the timing of which could recognize some efficiency in bringing the City's existing code into compliance with Chapter 160D of the North Carolina General Statutes while also beginning to address several of the Framework Plan Policies.

## FRAMEWORK PLAN POLICIES

Plan Mount Holly includes eight framework plans that tie the vision for land use, growth, and development to topics of community interest. Each framework includes a map supported by four policies. These policies are shown below with additional detail for priorities, duration, partnerships, and resource needs.

**Resource Needs Key**

*Financial Resources* $

*Time Resources* ⌛

### *Land Use*

| ID | Description | Partnerships | High Priority | Ongoing Action | Resource Needs |
|---|---|---|---|---|---|
| LU 1 | Identify changes to the zoning ordinance that encourage development matching the goals of the Preferred Growth Strategy and Future Land Use Map. | City | ✓ | | ⌛⌛ $ |
| LU 2 | Encourage the development of distinct mixed-used districts for Downtown, the Gateway Centers, and the Neighborhood Centers as identified on the Future Land Use Map. | City<br>Private Sector | ✓ | ✓ | ⌛⌛⌛ $ |
| LU 3 | Promote infill development and the clustering of growth in developed areas of the City as identified in the Future Land Use Map. | City<br>Private Sector | ✓ | ✓ | ⌛⌛⌛ $ |
| LU 4 | Encourage the development of unique neighborhoods with a variety of housing options. | City<br>Private Sector | | ✓ | ⌛⌛⌛ $ |

### *Mobility*

| ID | Description | Partnerships | High Priority | Ongoing Action | Resource Needs |
|---|---|---|---|---|---|
| MO 1 | Promote active transportation as outlined in the City's mode-specific plans. | City<br>Regional/State | ✓ | ✓ | ⌛⌛⌛ $ |
| MO 2 | Reference mobility characteristics for each land use category identified on the Future Land Use Map. | City | | | ⌛ $ |
| MO 3 | Promote a more walkable and pedestrian friendly environment to aid in the successful development and redevelopment of centers and corridors. | City<br>Regional/State<br>Private Sector | | ✓ | ⌛⌛⌛ $$ |
| MO 4 | Increase the participation of developers in the construction of transportation facilities, including roads, sidewalks, bike paths, and shared-use facilities. | City<br>Regional/State<br>Private Sector | ✓ | ✓ | ⌛⌛⌛ $ |









### *Economic Development*

| ID | Description | Partnerships | High Priority | Ongoing Action | Resource Needs |
|---|---|---|---|---|---|
| ED 1 | Promote opportunities for additional retail and restaurant establishments within the City. | City<br>Private Sector | | ✓ | ⌛⌛ $ |
| ED 2 | Update zoning ordinance to support economic development goals. | City | ✓ | | ⌛⌛ $$ |
| ED 3 | Continue to facilitate downtown growth and development. | City<br>Private Sector | ✓ | ✓ | ⌛⌛⌛ $ |
| ED 4 | Create a citywide Economic Development Marketing Package. | City | ✓ | | ⌛⌛ $$ |

### *Parks, Recreation, and Open Space*

| ID | Description | Partnerships | High Priority | Ongoing Action | Resource Needs |
|---|---|---|---|---|---|
| POS 1 | Implement the 2020 Mount Holly Park Plan. | City | ✓ | ✓ | ⌛⌛⌛ $$$ |
| POS 2 | Ensure City codes and regulations protect natural resources by directing growth to desired locations. | City | | | ⌛ $ |
| POS 3 | Evaluate open space opportunities in new neighborhoods. | City | | ✓ | ⌛⌛ $ |
| POS 4 | Continue to implement the vision for the Woods and Water District. | City | ✓ | ✓ | ⌛⌛⌛ $$ |

### *Infrastructure*

| ID | Description | Partnerships | High Priority | Ongoing Action | Resource Needs |
|---|---|---|---|---|---|
| IN 1 | Monitor the availability of public infrastructure. | City | ✓ | ✓ | ⌛⌛ $ |
| IN 2 | Limit public infrastructure in places where growth is discouraged. | City | ✓ | ✓ | ⌛ $ |
| IN 3 | Adopt low-impact development standards. | City<br>Private Sector | | | ⌛ $ |
| IN 4 | Consider "return on investment" for major development proposals, to the extent possible. | City | | ✓ | ⌛ $ |

### *Community and Cultural Resources*

| ID | Description | Partnerships | High Priority | Ongoing Action | Resource Needs |
|---|---|---|---|---|---|
| CCR 1 | Continue to leverage arts as a placemaking initiative and tourism driver. | City | | ✓ | ⌛⌛ $$ |
| CCR 2 | Ensure design standards address community goals for historic preservation of Downtown. | City | | | ⌛ $ |
| CCR 3 | Encourage placemaking best practices, particularly in mixed-use districts. | City<br>Private Sector | ✓ | ✓ | ⌛⌛ $ |
| CCR 4 | Protect, enhance, and leverage the City's historical assets. | City<br>Private Sector | | ✓ | ⌛⌛ $ |

### *Community Services*

| ID | Description | Partnerships | High Priority | Ongoing Action | Resource Needs |
|---|---|---|---|---|---|
| CS 1 | Provide community services in support of the Future Land Use Map. | City | ✓ | ✓ | ⌛⌛⌛ $$$ |
| CS 2 | Ensure that planned public facilities are financially feasible. | City | | ✓ | ⌛ $ |
| CS 3 | Continue to provide superior fire and emergency services focused on prevention, preparedness, response, and recovery. | City | ✓ | ✓ | ⌛⌛ $$$ |
| CS 4 | Increase access to community services, facilities, and resources. | City | | ✓ | ⌛⌛ $$ |

### *Housing*

| ID | Description | Partnerships | High Priority | Ongoing Action | Resource Needs |
|---|---|---|---|---|---|
| HOU 1 | Promote a range of housing options. | City<br>Private-Sector | ✓ | ✓ | ⌛ $ |
| HOU 2 | Evaluate development standards to encourage a more diverse housing portfolio. | City | ✓ | ✓ | ⌛ $ |
| HOU 3 | Encourage neighborhood investments that increase the viability of downtown. | City<br>Private-Sector | ✓ | ✓ | ⌛ $ |
| HOU 4 | Maintain a safe and adequate supply of housing that varies in age and style. | City<br>Private-Sector | | ✓ | ⌛ $ |

Tara Douglas <tara.douglas@mtholly.us>

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To: tara.douglas@mtholly.us

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

### Job Details

Order Number: **LWLM0237876**
Classification: Govt Public Notices
Package: General Package
Additional Options: 1 Affidavit $5.00
Total payment: $193.60

### Account Details

City Of Mount Holly
P.O. Box 406
Mt. Holly, NC � 28120
704-827-3931
tara.douglas@mtholly.us

### Schedule for ad number LWLM02378760

**Fri Feb 28, 2025**
**Gastonia Gaston Gazette** *All Zones*
**Fri Mar 7, 2025**
**Gastonia Gaston Gazette** *All Zones*

# NOTICE OF PUBLIC HEARINGS BEFORE THE MOUNT HOLLY CITY COUNCIL & PLANNING COMMISSION

The City of Mount Holly City Council will hold two separate public hearings on Monday, March 10, 2025 at 7:00 PM in the City Council Chambers located on the 1st floor of the Municipal Complex, located at 400 East Central Avenue. The first public hearing will consider rezoning Parcel #s 218759 & 218760 from HI to B-3. Case # R-25-2, which was submitted by staff. The second public hearing will consider rezoning Parcel # 183899 from B-3 to R-12-SF. Case # R-25-3, which was submitted by Billy Rick. The Mount Holly Planning Commission will also hold two separate public hearings, on the aforementioned rezoning cases, on Monday, March 3, 2025, at 6:30 PM at the Municipal Complex, located at 400 East Central Avenue. All interested parties are encouraged to

ed parties are encouraged to attend both public hearings, where an opportunity to be heard will be given. For more information, please call the Planning Department at (704) 951-3014.
February 28, March 7 2025
LWLM0237876

**noname**
402K

MOUNT HOLLY
Connecting Community & Nature

# Statement of Consistency

In considering the request associated with application R-25-2, to rezone 18.15-acres of land, located at Parcel #s 218759 & 218760 from HI (Heavy Industrial) to B-3 (General Business). The Mount Holly Planning Commission finds the petition to be a reasonable request and in the public interest. It further finds it to be consistent with the Land Use Plan because:

- The request is consistent with Land Use Goal # 1 to identify changes to the zoning ordinance that encourage development matching the goals of the Preferred Growth Strategy and Future Land Use Map.
- The request is consistent with Land Use Goal # 2 to encourage the development of distinct mixed-used districts for Downtown, the Gateway Centers, and the Neighborhood Centers as identified on the Future Land Use Map.
- The request is consistent with Economic Development Goal # 1 to promote opportunities for additional retail and restaurant establishments within the City; and
- Through the provision of jobs & services that the future site could provide.

This finding(s) is supported by a 7-0 vote by the Mount Holly City Council during its March 3, 2025 meeting.

Alberto Gonzalez, Chair
(Presiding Chair)

March 3, 2025
Date

# Regular Meeting
# Agenda Action Form

| Meeting Date | From |
|---|---|
| March 10, 2025 | Greg Beal, Planning Director<br>Planning |

## PUBLIC HEARING Item # 2

Public Hearing to consider rezoning a portion of a 2.13-acre tract of land, located at 501 Belmont-Mount Holly Road, Tax Parcel # 183899, from R-12 Single Family to B-3 General Business, as submitted by Billy Rick. Case # R-25-3.

## Will this require a public hearing?

Yes

## Background/Purpose of Request

This application, Case # R-25-3, was submitted by Billy Rick to rezone a portion, approximately 0.2971 acres of Parcel # 183899 from R-12-SF to B-3 (General Business). At the January City Council meeting, Council, by unanimous vote, approved a rezoning of a portion of this 2.13-acre tract of land to create three (3) residential lots, located in the rear of the existing home, which will be remolded into a commercial office space for a business. At the conclusion of the meeting, the potential business owner, who is under contract with Mr. Rick, noted that he wanted to buy Lot 3 on the attached survey for business use. As this proposed amendment would lessen the amount of R-12 SF zoning, and increase the amount of B-3 zoning in this area by about 0.2971 acres, an additional rezoning case is required to be held. The rezoning request would see Lot 3 rezoned to B-3, from R-12, and recombined with Lot 4 (existing home) for business use. Lot 1 and Lot 2 will remain residential with plans underway to construct nice infill housing.

## Fiscal Impact

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

## Manager/Staff Recommendation

The Planning Commission, at their March 3rd meeting, voted unanimously to recommend approval to City Council of this rezoning, which Planning staff supports. Please see the attached Statement of Consistency.

## Attachments

1. Proof for Ad-Case # R-25-3.
2. 501 Belmont-Mount Holly Rd._Survey Recomb
3. 501 Belmont-Mount Holly Rd._Rezoning Application (R-25-3)
4. 501 Belmont-Mount Holly Rd._Statement of Consistency (R-25-3)

Tara Douglas <tara.douglas@mtholly.us>

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### Job Details

| | |
|---|---|
| Order Number: | **LWLM0237876** |
| Classification: | Govt Public Notices |
| Package: | General Package |
| Additional Options: | 1 Affidavit $5.00 |
| | Total payment: $193.60 |

### Account Details

City Of Mount Holly
P.O. Box 406
Mt. Holly, NC � 28120
704-827-3931
tara.douglas@mtholly.us

### Schedule for ad number LWLM02378760

**Fri Feb 28, 2025**
**Gastonia Gaston Gazette** *All Zones*

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February 28, March 7 2025
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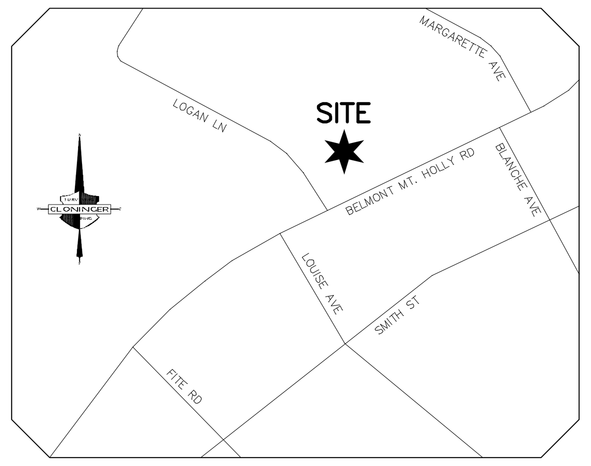
402K




VICINITY MAP
NOT TO SCALE

## SURVEYOR'S CERTIFICATE:

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

PRELIMINARY
NOT FOR RECORDATION,
CONVEYANCES OR SALES

*PROFESSIONAL LAND SURVEYOR* *DATE*

## SURVEYOR'S CERTIFICATE:

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

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

*Michael L Cloninger NCPLS L-3190*

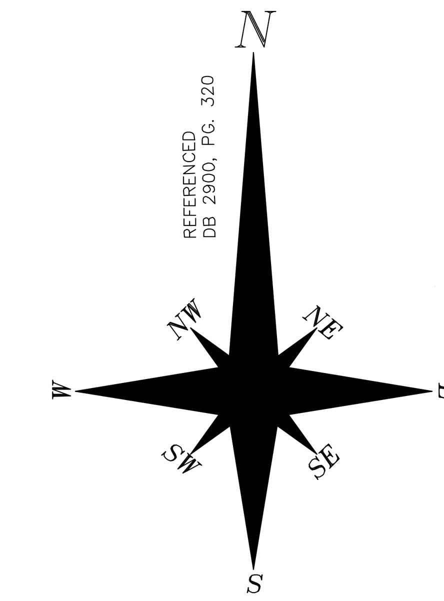
## REGISTER OF DEEDS

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

*IN BOOK ________ PAGE _______*
*BY: ____________________________*
*ASSISTANT REGISTER OF DEEDS*

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

*BY: ____________________________*
*ASSISTANT/DEPUTY*




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

*(name of corporation)*
*(affix corporate seal)*
*Attest*

*President or Vice President*

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

## CERTIFICATE OF CITY COUNCIL APPROVAL

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

CITY CKERK

## CERTIFICATE OF ZONING APPROVAL

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

THE _______DAY OF 2025.

PLANNNG AND DEVELOPMENT DIRECTOR

NOTES:

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

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

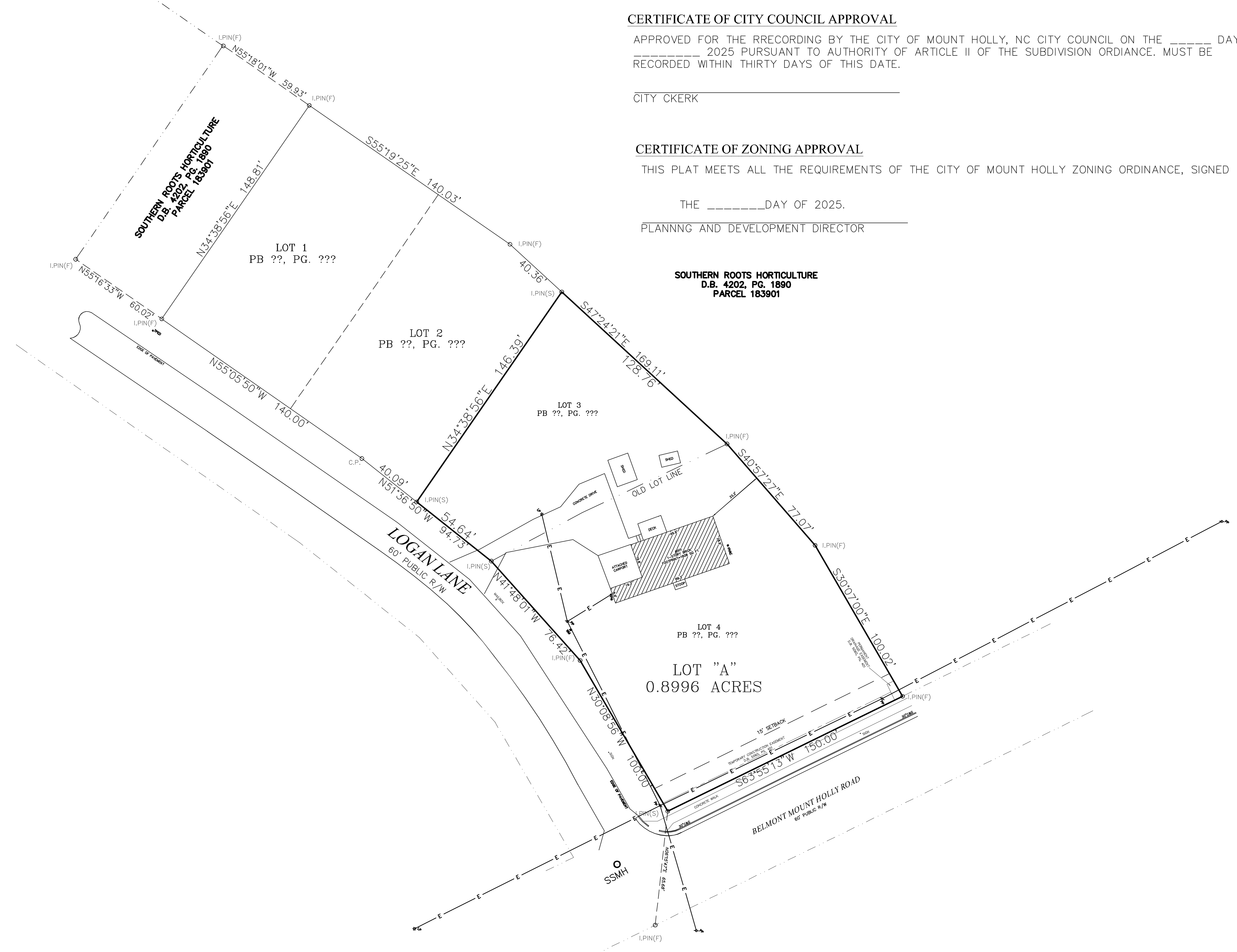
2.) DENOTES CONTROL CORNER

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

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

5) ALL DISTANCES HORIZONTAL GROUD UNLESS OTHERWISE NOTED

6) PROPERTY LOCATED WITHIN THE SOUTH FORK WATERSHED.




## REVIEW OFFICER:

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

*REVIEW OFFICER* *DATE*

*North Carolina*
*___________ County*

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

*Witness My hand and Notarial Seal, The ___________ Day of _____________ Year ______.*

*Notary Public*
*My Commission Expires: _____________*

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

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

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

TAX ID. NO. 183899 FILE # 4611 BILLY RICK

40 20 0 40 80 120
SCALE IN FEET

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

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

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

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

SURVEYING CLONINGER BELL MAPPING

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

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

# MOUNT HOLLY
# PLANNING AND DEVELOPMENT

**Planning Commission**
**Rezoning Application**

Date Submitted: 01/28/25 Fee: 2-Acres or less **$300.00** X Case Number R-25-3

2-10 Acres **$400.00** ________

10 +Acres **$600.00** ________

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

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

Said property is located 501 Belmont Mt Holly Rd

in Southpoint Township; Being a total of: 0.2971 acres.

Further referenced by the Gaston County Tax Department as:

Tax Parcel # 183899 Tax Parcel # ___

Tax Parcel # ___ Tax Parcel # ___

Tax Parcel # ___ Tax Parcel # ___

**Check One:**

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

**Check One:**

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

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

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

Submitted by

[signature]

Property Owner Signature

RTR Renovations, LLC - Billy Rick

Name

PO Box 1

Mailing Address

Mt. Holly, NC 28120

City, State and Zip Code

704-506-4846 billy.rick@rtrrenovations.com

Phone Number Email Address

Representative/Applicant Signature (if applicable)

Name

Mailing Address

City, State and Zip Code

Phone Number Email Address

MOUNT HOLLY
*Connecting Community & Nature*

# Statement of Consistency

In considering the request associated with application R-25-3, to rezone a portion (0.2971 acres) of the 2.13-acre tract of land, located at 501 Belmont-Mount Holly Road, Parcel ID # 183899, from R-12 Single-Family to B-3 General Business, the Mount Holly Planning Commission finds the petition to be a reasonable request and in the public interest. It further finds it to be consistent with the Land Use Plan because:

- The rezoning preserves the commercial corridor along Belmont-Mount Holly Road, where a new business is planned, as promoted under the Catawba Heights Neighborhood Center Place Type.
- The previous rezoning proposed three single family lots, and while two will remain, the third lot will revert back to commercial, enabling a greater private investment.

This finding(s) is supported by a _____ vote by the Mount Holly City Council during its March 3, 2025 meeting.

Alberto Gonzalez, Vice-Chair
(Presiding Chair)

March 3, 2025
Date

# Regular Meeting
# Agenda Action Form

| Meeting Date | From |
|---|---|
| March 10, 2025 | Brian DuPont, Assistant City Manager<br>City Management |

**OLD BUSINESS Item # 1**

Update on the Veterans Park Expansion

**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. E. Central Ave Mount Holly NC Phase II Environmental Assessment Report 3.3.25

**Excel Civil & Environmental**
625 Huntsman Court
Gastonia, North Carolina 28054
NC License No. P-0129
Telephone: (704) 853-0800
Facsimile: (704) 853-3949
Internet: www.Excelengr.com

March 3, 2025

Mr. Jonathan D. Blanton
*Mount Holly City Manager*
PO Box 406
Mount Holly, NC 28120

**RE:** Limited Phase II Environmental Assessment Report
East Central Avenue Properties
Mount Holly, North Carolina 28120
Gaston County Parcel ID Nos. 123822, 123821, 123826, 123827, 123828, 123824, 123829, 123820
Excel Project No. **2025020**

Dear Mr. Blanton:

Please find enclosed the Phase II Limited Sampling Report prepared by Excel Environmental (Excel) for the above referenced Property. The following summarizes Excel's findings:

**Property Jurisdiction**

The subject property is comprised of eight parcels, identified as Parcel ID Numbers 123822, 123821, 123826, 123827, 123828, 123824, 123829, 123820 according to the Gaston County GIS and total approximately 2.05 acres in size. Current ownership of the subject property, according to the Gaston County GIS website, is currently held and maintained by Dean N. Stroupe Family Limited Partners and SPCS Properties LLC.

The subject property is comprised of eight parcels, identified as Parcel ID Numbers 123822, 123821, 123826, 123827, 123828, 123824, 123829, 123820 according to the Gaston County GIS totaling approximately 2.05 acres in size. The parcels have listed addresses of 120 East Central, 128 East Central, 132 East Central, 138 East Central, 140A East Central Avenue and 200 Municipal Lane The property is currently occupied with six commercial structures with listed construction dates from 1900 through 1976, according to Gaston County GIS. The remainder of the subject property is covered by asphalt parking and a vehicle storage area on the southern side.

Based on a Sanborn Map dated 1922, the current structure 120 East Central Avenue appears on the northwestern side of the property. The structure is listed as a hotel. The remainder of the property has three residential dwellings and five ancillary structures. The ancillary structure on the northeastern side of the property is listed as having a "GTO" gas tank overground. The adjacent properties to the north and south appear as residential. The adjacent properties to the west appear as commercial and industrial. Based on a Sanborn Map dated 1929, the current structure listed as 120 East Central Avenue remains on the northwestern side of the property. The structure is listed as a vacant. In addition, the "GTO" is no longer shown. The three residential structures remain on the subject property. Based on a Sanborn Map dated 1948, the current structure listed as 120 East Central Avenue appears to have expanded to the east occupying the current building footprint. The southern side of the 120 East Central Avenue structure is listed as "auto repair" with a concrete floor. The three residential structures remain on the subject property.

Based on an aerial photograph dated 1951, the subject property appears to be occupied with the structures as shown in the 1948 Sanborn map. Downtown Mount Holly appears to the west with the remainder of the surrounding properties appearing as primarily residential. Based on an aerial photograph dated 1956, the subject property appears to include the structure with a listed address of 200 Municipal Lane. Based on an aerial photograph dated 1965, the subject property appears to include a portion of the structure with a listed address of 140A East Central. The three residential structures remain in the aerial photograph on the northern side of the property. Based on an aerial photograph dated 1968, the subject property appears to include the structure with a listed address of 138 East Central, replacing one of the residential structures. Based on an aerial photograph dated 1976, the subject property appears to include the structures with listed addresses of 128 East Central and 132 East Central. Based on an aerial photograph dated 1993, the subject property appears to be developed with all structures onsite in their current configurations. The portion of the property currently utilized for vehicle storage is shown as wooded. The surrounding properties appeared as primarily commercial in nature with residential to the north and south. Based on an aerial photograph dated 2006, the remainder of the subject property appears as developed with parking and drive areas and vehicle storage is observed on the southern side of the property. The surrounding properties appear as primarily commercial in nature with residential to the north and south. No other significant changes are noted through the 2020 aerial photograph.

During a site visit completed on February 14, 2025, the property was occupied with six commercial buildings and one auxiliary storage structure. The current and historical uses for each property are described below:

**140 East Central Avenue:** Current - Papa Sammy's Pizza. Based on historical city directories listings were found for the following years: Beatty Genuine Auto Parts and Beatty's Real Estate in 1968, Battery and Ignition Distributers Inc and Beatty Realty & Insurance in 1972 and 1977; Battery and Ignition Distributers Inc in 1982, 1987, 1992; Classic Renovations in 2000; PCS Barbeque in 2005, 2010; Papa Sammy's Pizza in 2014, 2017 and 2020.

**136 East Central Avenue:** Current – Stroupe Electric. Based on historical city directories listings were found for the following years: U.S. Post Office in 1968, 1972, 1977, 1982, 1987, 1995 and 2000 (listed at 138 East Central); Stroupe Electric Inc. in 2005, Dean Stroupe and US Post Office in 2010; Dean Stroupe in 2014, Stroupe Industrial Inc. in 2017 and Stroupe Electric in 2020.

**132 East Central Avenue:** Current – UAW. Based on historical city directories listings were found for the following years: Frank B. Rankin Lawyer in 1968; Rankin & Roberts in 1972; Roberts Caldwell in 1977; Roberts and Planer in 1982; Roberts Jos B III in 1987, International Union UAW in 1992, 1995, 2000, 2005, 2010 and 2014.

**128 East Central Avenue:** Current – Vacant. Based on historical city directories listings were found for the following years: Katie Homesley in 1968, 1972; Western Auto Associates Store in 1977; Vacant in 1987; R&C Installers in 1995; Paperback Plus in 2000; James R Grindstaff, Paperbacks Plus and Techniserv Printing & Graphics in 2005; Jodeca Industries Inc., Paperbacks Plus and Techniserv Printing & Graphics in 2010, Chic Boutique in 2014 and 2017.

**126 East Central Avenue:** Current – Baker & Baker Accountants. Based on historical city directories listings were found for the following years: Liberty Loan Corp in 1964, Domestic Loans in 1968; Catawba Variety & Discount in 1972; Best Home Remodeling in 1977; Precision Hair Care in 1982; Laundry Building Antiques in 1987; CAD Contemporary Design in 1992; Bullseye Firearms in 1995; Swag Nit Inc. in 2005; Data Services Inc and Swagnit Inc in 2010; Baker & Baker in 2014, 2017 and 2020.

**124 East Central Avenue:** Current – Vacant. Based on historical city directories listings were found for the following years: Genuine Auto Parts in 1964, 1968; Town Craft Upholstery in 1972; Bentley's Upholstering in 1977, 1982; Storage in 1987; Data Service Unlimited, Jordan Wanda Bookkeeper and Perrigo Ross Heating & Air Conditioning in 1992; Hand in Hand Recording Studio, Strong Will Productions in 2000; Sugar Diva's Custom Cakes, Wanda Jordan in 2020.

**122 East Central Avenue:** Current – Executive Suites. Based on historical city directories listings were found for the following years: Apartments in 1964, 1968, 1972; Nails and Lace, Pageant's Plus, Sassy & Sweet, T&T Costuming in 1992; Crystal Clear Nail Designs, Mighty Warriors Industries in 1995; New Image Marketing in 2000; New Image Marketing, Preston Price and Shekinah Ministry in 2005; New Image Marketing in 2010; Shelly Lands CPA in 2020.

**120 East Central Avenue:** Current – Pop-Maize-in. Based on historical city directories listings were found for the following years: Ideal Recreation Billiards in 1964, 1968, 1972; Fooze Ball Center Billiards in 1977; Vacant in 1982, 1987; Claudia's Crowning Touch, Pageant's Plus and Twice in Nice in 1992; T&T Costuming, Tricor Industrial Tool in 1995, New To You Consignments in 2000; Nail Creations in 2005; Nails By Helly in 2017.

**200 Municipal Lane:** Current – Stroupe Electric Warehouse since 2001

The remainder of the property was observed to be primarily asphalt and drive areas. A fenced in area was observed on the southern side of the property, which was used for storage of vehicles and equipment. Various petroleum containers were observed stored externally in de minimis quantities.

The adjacent properties to the east appeared as developed primarily commercial with residential properties to the north and south. A rail road and East Central Avenue bound the property to the north tracking in an approximate east-west direction. Municipal lane bounds the property to the south tracking in an approximate east-west direction.

The following recognized environmental conditions (REC) were identified in a Phase I completed by Excel Environmental Associates dated February 19, 2025:

- Mount Holly Laundromat located at 206 East Central Avenue approximately 0.007 miles to the east of the subject property. This facility is listed in the NCDEQ drycleaners database. According to EDR, this facility was a drycleaner in the 1960s, predating environmental regulations. Given its immediate proximity to the subject property and the potential for releases of chlorinated solvents (e.g., PCE, TCE) commonly associated with dry-cleaning operations, this facility is considered a Recognized Environmental Condition (REC) due to the potential for subsurface contamination;

- Based on a Sanborn Map dated 1948, the southern side of the structure listed as 122 East Central Avenue on the northwestern corner of the property is listed as “Auto Repair”. During the site visit, this area was inspected and found to have a concrete floor with no visible drains. While no evidence of releases (e.g., staining, odors) was observed, historical auto repair operations are commonly associated with the use of hazardous substances and petroleum products and the potential for past spills or releases cannot be ruled out. Therefore, this historical use is considered a Recognized Environmental Condition (REC).

Excel recommended the installation of two temporary monitoring wells to assess potential subsurface impacts from historical property and adjacent property uses. One temporary monitoring well was to be installed to the east of the garage door immediately adjacent to the former onsite auto repair facility, with soil screening for petroleum contaminants to evaluate potential historical releases. A second temporary monitoring well was to be installed immediately adjacent to the historical dry cleaner on the southern side of parcel ID No. 123829, with groundwater sampling conducted at this location to assess potential chlorinated solvent impacts.

This Limited Phase II Limited Site Assessment was conducted to obtain subsurface soil and groundwater samples within these areas and analyze for the presence of volatile organic hydrocarbon constituents and semi-volatile hydrocarbon constituents.

## Scope of Investigations

This Phase II report was conducted to assess the potential impact to onsite soil and groundwater at the location of the former auto repair facility. In addition, one temporary monitoring well was installed adjacent to the former dry cleaning facility. The well on the eastern side of the property (TMW-1) was installed to a depth of approximately 20 feet below grade level (fbgl). The well on the western side of the property (TMW-2) was installed to a depth of approximately 26 feet below grade level (fbgl) at which time, auger refusal was encountered due to PWR at that location. For all sample locations, refer to the attached **Figure 2** (**Phase II Sampling Locations Map**). For temporary monitoring well boring logs, refer to **Appendix B**.

## Phase II Assessment Summary

On February 26, 2025, as requested, Catawba Valley Engineering & Testing (CVET) and Excel mobilized to the property to advance two (2) temporary monitoring wells to evaluate potential environmental impact from historical onsite and offsite property usage. Samples collected adjacent to the former garage were analyzed for Volatile Organic Compounds (VOCs) by EPA Method 8260D and Semi-volatile Organic Compounds by EPA Method 8270E. Samples collected adjacent to the former dry cleaner were analyzed for Volatile Organic Compounds (VOCs) by EPA Method 8260D. Due to auger refusal at the location of TMW-2, a soil sample was collected at the approximate bottom of the boring location. Descriptions regarding soil classification, color, geologic and/or sedimentary structures are detailed in the **Monitoring Well Boring Logs** located in **Appendix B**. Wearing new latex gloves, Excel personnel inspected the sample for soil characteristics and evidence of hydrocarbon compounds, soil descriptions were then recorded on subsurface logs. Upon collection of the soil samples, the zip-lock bags were sealed and allowed to stabilize to ambient temperature. The headspace within each zip-lock bag was subsequently screened for organic vapor content using an organic vapor meter. The OVA meter is calibrated at the beginning of field activities in which the equipment will be used by Excel personnel.

One groundwater sample was submitted for laboratory analyses in the laboratory supplied containers both from the location of TMW-1 and analyzed for Volatile Organic Compounds (VOCs) by EPA Method 8260D. Two soil samples were submitted for laboratory analyses in the laboratory supplied containers from the location of TMW-2 Volatile Organic Compounds (VOCs) by EPA Method 8260D and Semi-volatile Organic Compounds by EPA Method 8270E.

The soil samples were submitted to Pace National in Mount Juliet, Tennessee, and were received on February 27, 2025, for laboratory analysis. Samples were analyzed for Volatile Organic Compounds (VOCs) by EPA Method 8260D and Semi-volatile Organic Compounds by EPA Method 8270E. A summary of the soil and groundwater laboratory analysis is included with this report.

A tabular summary of in-situ soil characterization analytical results is presented in **Table 1**. Laboratory analytical results were compared to the DEQ IHSB Protection of Groundwater, Residential, and Industrial/Commercial PSRGs dated January 2025.

The soil analytical data indicated the SVOC constituent naphthalene was detected above the Protection of Groundwater, and Residential but below the Industrial/Commercial PSRGs for the 3-5-feet below grade level sample collected from TMW-2. No other detections for soil exceeded the applicable standards for the soil samples collected from TMW-2.

A tabular summary of the groundwater sample analytical results is presented in **Table 2**. Laboratory analytical results were compared to the NCAC 2L Groundwater Standards.

The groundwater data from the sample collected from TMW-1 indicated no detections for groundwater exceeded the applicable NCAC 2L groundwater standards.

## Summary and Recommendations

Excel has completed Phase II ESA Assessment activities at East Central Avenue in Mount Holly, Gaston County, North Carolina. The soil analytical data indicated the SVOC naphthalene above the Protection of Groundwater, and Residential but below the Industrial/Commercial PSRGs for the sample collected at 3-5-feet below grade level from TMW-2. No other detections for soil exceeded the applicable standards for the soil samples collected from TMW-2. The groundwater data from the sample collected from TMW-1 indicated no detections for groundwater exceeded the applicable NCAC 2L groundwater standards. At this time, Excel recommends excavation and disposal of the soil in the vicinity of the location of the TMW-2 soil sample. The sample in exceedance was at a depth of 3-5-fbgl. Excel recommends the soil be excavated and disposed of at the soil farm in Lattimore, North Carolina. The soil should be screened with confirmation soil samples collected following excavation to verify all impacted soil is removed from the property.

## Limitations

This report is based on a limited number samples and chemical analyses. The conclusions presented in this report are based only on the observation made during this investigation and/or on data provided by others. The report presents a description of the subsurface conditions observed at each boring/excavation location during this investigation. Subsurface conditions may vary significantly with time, particularly with respect to soil and groundwater elevations and quality. Conclusions and recommendations set forth herein are applicable only to the facts and conditions described at the time of this report.

In performing its professional services, Excel uses that degree of care and skill exercised under similar circumstances by members of the environmental profession practicing at the same or similar locality under similar conditions. The standard of care shall be judged exclusively as of the time these services are rendered and not according to later standards. Excel makes no express or implied warranty beyond its conformance to this standard. Excel shall not be responsible for conditions or consequences arising from the relevant facts that were concealed, withheld or not fully disclosed for this report. Excel believes that all information contained in this report is factual, but no guarantee is made or implied.

The report was prepared in general accordance with state and local conformance for the use and benefit of *The City of Mount Holly,* their successors, and assignees. It is based, in part, upon documents, writings, and information owned, possessed, or secured by *The City of Mount Holly.* Neither this report, nor any information contained herein shall be used or relied upon for any purpose by any other person or entity without the express written permission of *The City of Mount Holly.*

Excel appreciates your business and looks forward to assisting you with your consulting needs in the future. If you have any questions or comments please feel free to contact us

Sincerely yours,
**EXCEL CIVIL & ENVIRONMENTAL**

Aaron C. Long, P.E.
*Principal Engineer*

# LIST OF TABLES

## Table 1 - Soil Analytical Summary Data
## East Central Avenue
## Mount Holly, North Carolina
## Excel Project No. 2025020

| | SAMPLE ID & DEPTH | TMW-2 3-5' | TMW-2 18-20' | Protection of GW PSRGs (mg/kg) | Residential Health Based PSRG (mg/kg) | Indust/Comm Health Based PSRG (mg/kg) |
|---|---|---|---|---|---|---|
| | DATE SAMPLED | 26-Feb-25 | 26-Feb-25 | | | |
| | PID READING | 0.5 | 0.1 | -- | -- | -- |
| VOCs | BENZENE | < 0.000695 | < 0.000737 | 0.01 | 1.2 | 5.4 |
| VOCs | TOLUENE | < 0.00193 | < 0.00205 | 8.3 | 990 | 9,700 |
| VOCs | ETHYLBENZENE | < 0.00110 | < 0.00116 | 13 | 6.1 | 27 |
| VOCs | METHYL ETHYL KETONE | < 0.0944 | < 0.100 | 17 | 5,500 | 40,000 |
| VOCs | XYLENES | < 0.00131 | 0.00221 J | 9.9 | 120 | 530 |
| VOCs | MTBE | < 0.000521 | < 0.000552 | 0.09 | 49 | 220 |
| VOCs | TETRACHLOROETHENE | < 0.00133 | < 0.00141 | 0.0063 | 17 | 82 |
| VOCs | TRICHLOROETHENE | < 0.000869 | < 0.000920 | 0.021 | 0.87 | 4 |
| VOCs | ISOPROPYLBENZENE | < 0.000632 | < 0.000670 | 2.3 | 410 | 2,100 |
| VOCs | N-PROPYLBENZENE | < 0.00141 | < 0.00150 | 2.6 | 780 | 5,100 |
| VOCs | 1,2,4-TRIMETHYLBENZENE | < 0.00235 | < 0.00249 | 12 | 63 | 70 |
| VOCs | 1,3,5-TRIMETHYLBENZENE | < 0.00297 | < 0.00315 | 11 | 56 | 320 |
| VOCs | ACETONE | < 0.0543 | < 0.0576 | 25 | 12,000 | 140,000 |
| VOCs | METHYLENE CHLORIDE | < 0.00988 | < 0.0105 | 0.025 | 58 | 650 |
| SVOCs | ANTHRACENE | 0.104 | < 0.00749 | 1,300 | 3,600 | 45,000 |
| SVOCs | ACENAPHTHENE | 0.135 | < 0.00681 | 16 | 720 | 9,000 |
| SVOCs | ACENAPHTHYLENE | 0.171 | < 0.00592 | 41 | -- | -- |
| SVOCs | BENZO(a)ANTHRACENE | 0.0169 J | < 0.00741 | 0.35 | 1.1 | 21 |
| SVOCs | BENZO(b)FLUORANTHENE | 0.0135 J | < 0.00784 | 1.2 | 1.1 | 21 |
| SVOCs | BENZO(k)FLUORANTHENE | < 0.00725 | < 0.00748 | 12 | 11 | 210 |
| SVOCs | BENZO(g,h,i)PERYLENE | < 0.000746 | < 0.00769 | 15,600 | -- | -- |
| SVOCs | BENZO(a)PYRENE | 0.00982 J | < 0.00782 | 0.12 | 0.11 | 2.1 |
| SVOCs | FLUORANTHENE | 0.157 | < 0.00759 | 670 | 480 | 6,000 |
| SVOCs | FLUORENE | 0.277 | < 0.00685 | 480 | 110 | 6,000 |
| SVOCs | CHRYSENE | 0.0158 | < 0.00836 | 36 | 110 | 2,100 |
| SVOCs | NAPHTHALENE | **6.92** | < 0.0106 | 0.39 | 2.1 | 8.8 |
| SVOCs | PHENANTHRENE | 0.580 | < 0.00835 | 134 | -- | -- |
| SVOCs | PYRENE | 0.118 | < 0.00818 | 440 | 360 | 4,500 |
| SVOCs | 2,4-DIMETHYLPHENOL | 0.0484 J | < 0.0110 | 2.4 | 2,500 | 3,300 |
| SVOCs | INDENO (1,2,3-CD) PYRENE | < 0.0115 | < 0.0119 | 3.9 | 1.1 | 21 |

| NOTES | |
|---|---|
| Bold data exceeds Protection of GW PSRGs | J - Estimated value between MDL & RDL |
| FBGL - Feet Below Grade Level | MTBE - Methyl Tert Butyl Ether |
| SVOC - Semivolatile organic compounds | Highlighted data exceeds Residential PSRGs |
| Data in mg/kg | Data shown in orange exceeds Ind/Commercial PSRGs |
| VOC - Volatile organic compounds | NA - Not Analyzed |

| TABLE 2<br>GROUNDWATER SUMMARY DATA<br>EAST CENTRAL AVENUE<br>Mount Holly, North Carolina<br>Excel Project No. 2025020 | | | |
|---|---|---|---|
| | **SAMPLE LOCATION** | **TMW-1** | **NCAC 2L STANDARDS** |
| | **DATE SAMPLED** | **26-Feb-25** | |
| **VOCs** | **ACETONE** | < 11.3 | **6,000** |
| | **BENZENE** | < 0.0941 | **1** |
| | **TOLUENE** | < 0.278 | **600** |
| | **ETHYLBENZENE** | < 0.137 | **600** |
| | **XYLENES** | < 0.174 | **500** |
| | **METHYLENE CHLORIDE** | < 0.430 | **5** |
| | **2-BUTANONE (MEK)** | < 1.19 | **4,000** |
| | **CHLOROFORM** | 0.262 J | **70** |
| | **NAPHTHALENE** | < 1 | **6** |
| | **N-PROPYLBENZENE** | < 0.0993 | **70** |
| | **1,2,4-TRIMETHYLBENZENE** | < 0.332 | **400** |
| | **TRICHLOROETHENE** | < 0.190 | **3** |
| | **TETRACHLOROETHENE** | < 0.300 | **0.7** |

**NOTES:**

Data in ug/l

NA - Not Analyzed

NCAC - North Carolina Administrative Code

Bold data represents constituents above NCAC 2L Standards

## LIST OF FIGURES

Image Provided By EDR USGS Topographic Maps

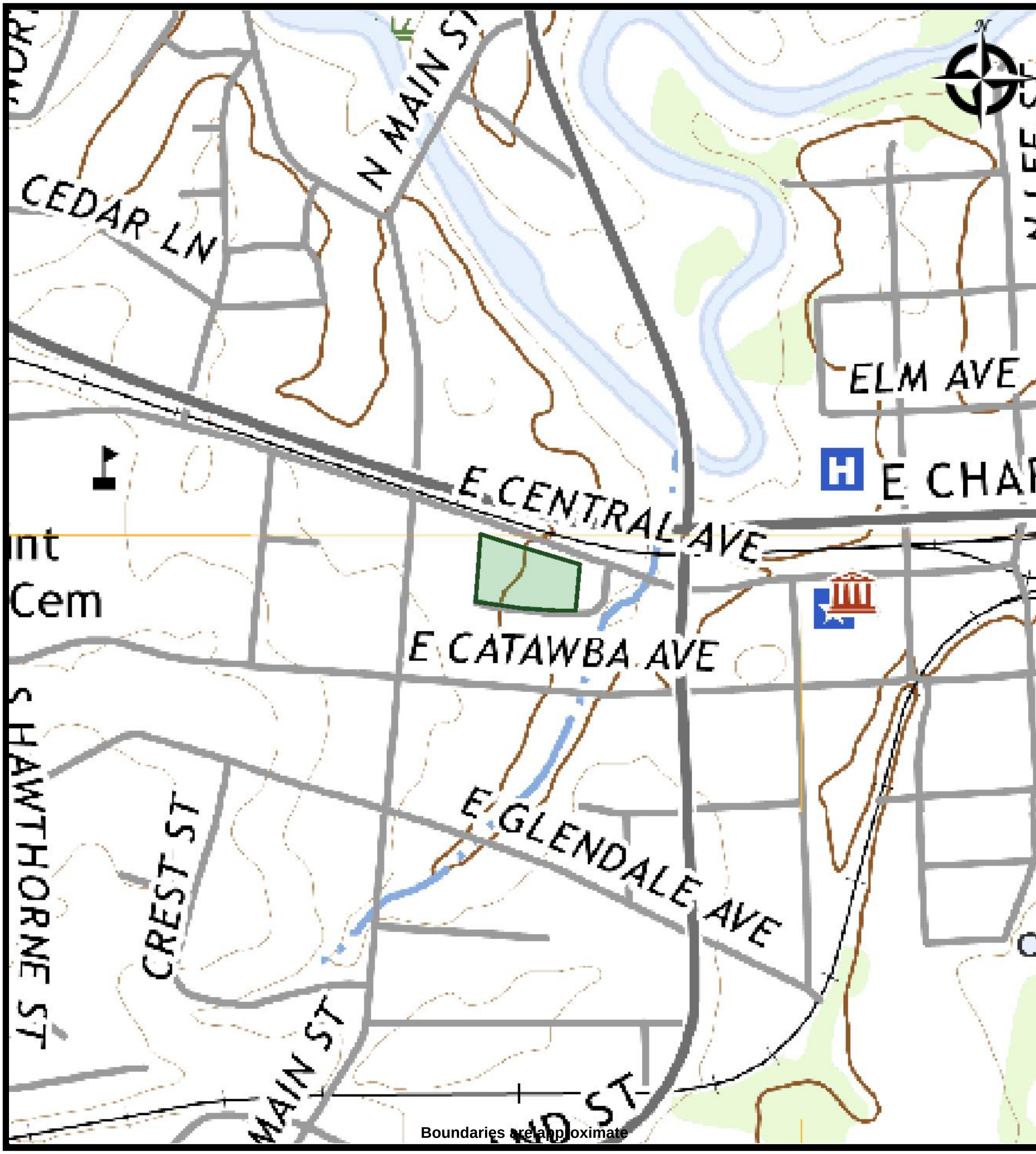



FIGURE 1- TOPO MAP - 2022
EAST CENTRAL PROPERTIES
128 East Central Ave

Mount Holly, North Carolina 28120

**PREPARED FOR:** Town of Mt Holly

**PROJ. MGR:** ACL **DATE:** 2/18/2025

**DRAWN BY:** ACL **PROJ. #:** 2025020

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Excel Civil & Environmental Associates
Quality • Reliability • Integrity • Sustainablity


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Quality • Reliability • Integrity • Sustainability

EXCEL CIVIL & ENVIRONMENTAL ASSOCIATES, PLLC
625 HUNTSMAN COURT
GASTONIA, NC 28054

**Figure 2: Sampling Locations Map**
Excel No. 2025020

Source: Gaston County GIS

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# APPENDICES

**APPENDIX A – LABORATORY REPORTS & CHAIN OF CUSTODY FORMS**

# ANALYTICAL REPORT

March 03, 2025



## Excel Civil & Environmental Associates

| | |
|---|---|
| Sample Delivery Group: | L1830339 |
| Samples Received: | 02/27/2025 |
| Project Number: | |
| Description: | Central Ave |
| Report To: | Mr. Aaron Long<br>625 Huntsman Court<br>Gastonia, NC 28054 |

Entire Report Reviewed By:

Heather J Wagner
Project Manager

Results relate only to the items tested or calibrated and are reported as rounded values. This test report shall not be reproduced, except in full, without written approval of the laboratory. Where applicable, sampling conducted by Pace Analytical National is performed per guidance provided in laboratory standard operating procedures ENV-SOP-MTJL-0067 and ENV-SOP-MTJL-0068. Where sampling conducted by the customer, results relate to the accuracy of the information provided, and as the samples are received.

Pace Analytical National
12065 Lebanon Rd Mount Juliet, TN 37122 615-758-5858 800-767-5859 mydata.pacelabs.com

# TABLE OF CONTENTS

| | Collected by | Collected date/time | Received date/time |
|---|---|---|---|
| TMW-2: 3-5 L1830339-01 Solid | C. DeVane | 02/26/25 14:25 | 02/27/25 09:00 |

| Method | Batch | Dilution | Preparation date/time | Analysis date/time | Analyst | Location |
|---|---|---|---|---|---|---|
| Total Solids by Method 2540 G-2011 | WG2459543 | 1 | 02/27/25 14:23 | 02/27/25 14:42 | MT | Mt. Juliet, TN |
| Volatile Organic Compounds (GC/MS) by Method 8260D | WG2459601 | 1 | 02/26/25 14:25 | 02/27/25 20:18 | ACG | Mt. Juliet, TN |
| Semi Volatile Organic Compounds (GC/MS) by Method 8270E | WG2459517 | 1 | 02/27/25 17:05 | 02/28/25 01:59 | EPF | Mt. Juliet, TN |
| Semi Volatile Organic Compounds (GC/MS) by Method 8270E | WG2459517 | 5 | 02/27/25 17:05 | 02/28/25 11:30 | EPF | Mt. Juliet, TN |

| | Collected by | Collected date/time | Received date/time |
|---|---|---|---|
| TMW-1 L1830339-02 GW | C. DeVane | 02/26/25 13:30 | 02/27/25 09:00 |

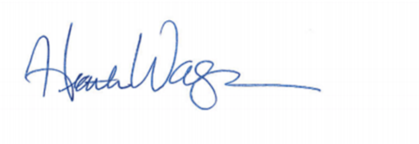
| Method | Batch | Dilution | Preparation date/time | Analysis date/time | Analyst | Location |
|---|---|---|---|---|---|---|
| Volatile Organic Compounds (GC/MS) by Method 8260D | WG2459305 | 1 | 02/27/25 11:43 | 02/27/25 11:43 | JHH | Mt. Juliet, TN |

| | Collected by | Collected date/time | Received date/time |
|---|---|---|---|
| TMW-2: 18-20 L1830339-03 Solid | C. DeVane | 02/26/25 15:10 | 02/27/25 09:00 |

| Method | Batch | Dilution | Preparation date/time | Analysis date/time | Analyst | Location |
|---|---|---|---|---|---|---|
| Total Solids by Method 2540 G-2011 | WG2459543 | 1 | 02/27/25 14:23 | 02/27/25 14:42 | MT | Mt. Juliet, TN |
| Volatile Organic Compounds (GC/MS) by Method 8260D | WG2459601 | 1.04 | 02/26/25 15:10 | 02/27/25 20:38 | ACG | Mt. Juliet, TN |
| Semi Volatile Organic Compounds (GC/MS) by Method 8270E | WG2459517 | 1 | 02/27/25 17:05 | 02/28/25 01:39 | EPF | Mt. Juliet, TN |

1 Cp
2 Tc
3 Ss
4 Cn
5 Sr
6 Qc
7 Gl
8 Al
9 Sc

All sample aliquots were received at the correct temperature, in the proper containers, with the appropriate preservatives, and within method specified holding times, unless qualified or notated within the report. Where applicable, all MDL (LOD) and RDL (LOQ) values reported for environmental samples have been corrected for the dilution factor used in the analysis. All Method and Batch Quality Control are within established criteria except where addressed in this case narrative, a non-conformance form or properly qualified within the sample results. By my digital signature below, I affirm to the best of my knowledge, all problems/anomalies observed by the laboratory as having the potential to affect the quality of the data have been identified by the laboratory, and no information or data have been knowingly withheld that would affect the quality of the data.



Heather J Wagner
Project Manager

## Total Solids by Method 2540 G-2011

| Analyte | Result % | Qualifier | Dilution | Analysis date / time | Batch |
|---|---|---|---|---|---|
| Total Solids | 81.7 | | 1 | 02/27/2025 14:42 | WG2459543 |

## Volatile Organic Compounds (GC/MS) by Method 8260D

| Analyte | Result (dry) mg/kg | Qualifier | MDL (dry) mg/kg | RDL (dry) mg/kg | Dilution | Analysis date / time | Batch |
|---|---|---|---|---|---|---|---|
| Acetone | U | | 0.0543 | 0.0744 | 1 | 02/27/2025 20:18 | WG2459601 |
| Acrylonitrile | U | | 0.00537 | 0.0186 | 1 | 02/27/2025 20:18 | WG2459601 |
| Benzene | U | | 0.000695 | 0.00149 | 1 | 02/27/2025 20:18 | WG2459601 |
| Bromobenzene | U | | 0.00134 | 0.0186 | 1 | 02/27/2025 20:18 | WG2459601 |
| Bromodichloromethane | U | | 0.00108 | 0.00372 | 1 | 02/27/2025 20:18 | WG2459601 |
| Bromoform | U | | 0.00174 | 0.0372 | 1 | 02/27/2025 20:18 | WG2459601 |
| Bromomethane | U | | 0.00293 | 0.0186 | 1 | 02/27/2025 20:18 | WG2459601 |
| n-Butylbenzene | U | | 0.00781 | 0.0186 | 1 | 02/27/2025 20:18 | WG2459601 |
| sec-Butylbenzene | U | | 0.00428 | 0.0186 | 1 | 02/27/2025 20:18 | WG2459601 |
| tert-Butylbenzene | U | | 0.00290 | 0.00744 | 1 | 02/27/2025 20:18 | WG2459601 |
| Carbon tetrachloride | U | | 0.00134 | 0.00744 | 1 | 02/27/2025 20:18 | WG2459601 |
| Chlorobenzene | U | | 0.000312 | 0.00372 | 1 | 02/27/2025 20:18 | WG2459601 |
| Chlorodibromomethane | U | | 0.000910 | 0.00372 | 1 | 02/27/2025 20:18 | WG2459601 |
| Chloroethane | U | | 0.00253 | 0.00744 | 1 | 02/27/2025 20:18 | WG2459601 |
| Chloroform | U | | 0.00153 | 0.00372 | 1 | 02/27/2025 20:18 | WG2459601 |
| Chloromethane | U | | 0.00647 | 0.0186 | 1 | 02/27/2025 20:18 | WG2459601 |
| 2-Chlorotoluene | U | | 0.00129 | 0.00372 | 1 | 02/27/2025 20:18 | WG2459601 |
| 4-Chlorotoluene | U | | 0.000669 | 0.00744 | 1 | 02/27/2025 20:18 | WG2459601 |
| 1,2-Dibromo-3-Chloropropane | U | | 0.00580 | 0.0372 | 1 | 02/27/2025 20:18 | WG2459601 |
| 1,2-Dibromoethane | U | | 0.000964 | 0.00372 | 1 | 02/27/2025 20:18 | WG2459601 |
| Dibromomethane | U | | 0.00112 | 0.00744 | 1 | 02/27/2025 20:18 | WG2459601 |
| 1,2-Dichlorobenzene | U | | 0.000632 | 0.00744 | 1 | 02/27/2025 20:18 | WG2459601 |
| 1,3-Dichlorobenzene | U | | 0.000892 | 0.00744 | 1 | 02/27/2025 20:18 | WG2459601 |
| 1,4-Dichlorobenzene | U | | 0.00104 | 0.00744 | 1 | 02/27/2025 20:18 | WG2459601 |
| Dichlorodifluoromethane | U | | 0.00239 | 0.00744 | 1 | 02/27/2025 20:18 | WG2459601 |
| 1,1-Dichloroethane | U | | 0.000730 | 0.00372 | 1 | 02/27/2025 20:18 | WG2459601 |
| 1,2-Dichloroethane | U | | 0.000965 | 0.00372 | 1 | 02/27/2025 20:18 | WG2459601 |
| 1,1-Dichloroethene | U | | 0.000901 | 0.00372 | 1 | 02/27/2025 20:18 | WG2459601 |
| cis-1,2-Dichloroethene | U | | 0.00109 | 0.00372 | 1 | 02/27/2025 20:18 | WG2459601 |
| trans-1,2-Dichloroethene | U | | 0.00155 | 0.00744 | 1 | 02/27/2025 20:18 | WG2459601 |
| 1,2-Dichloropropane | U | | 0.00211 | 0.00744 | 1 | 02/27/2025 20:18 | WG2459601 |
| 1,1-Dichloropropene | U | | 0.00120 | 0.00372 | 1 | 02/27/2025 20:18 | WG2459601 |
| 1,3-Dichloropropane | U | | 0.000745 | 0.00744 | 1 | 02/27/2025 20:18 | WG2459601 |
| cis-1,3-Dichloropropene | U | | 0.00113 | 0.00372 | 1 | 02/27/2025 20:18 | WG2459601 |
| trans-1,3-Dichloropropene | U | | 0.00170 | 0.00744 | 1 | 02/27/2025 20:18 | WG2459601 |
| 2,2-Dichloropropane | U | | 0.00205 | 0.00372 | 1 | 02/27/2025 20:18 | WG2459601 |
| Di-isopropyl ether | U | | 0.000610 | 0.00149 | 1 | 02/27/2025 20:18 | WG2459601 |
| Ethylbenzene | U | | 0.00110 | 0.00372 | 1 | 02/27/2025 20:18 | WG2459601 |
| Hexachloro-1,3-butadiene | U | | 0.00892 | 0.0372 | 1 | 02/27/2025 20:18 | WG2459601 |
| Isopropylbenzene | U | | 0.000632 | 0.00372 | 1 | 02/27/2025 20:18 | WG2459601 |
| p-Isopropyltoluene | U | | 0.00379 | 0.00744 | 1 | 02/27/2025 20:18 | WG2459601 |
| 2-Butanone (MEK) | U | | 0.0944 | 0.149 | 1 | 02/27/2025 20:18 | WG2459601 |
| Methylene Chloride | U | | 0.00988 | 0.0372 | 1 | 02/27/2025 20:18 | WG2459601 |
| 4-Methyl-2-pentanone (MIBK) | U | | 0.00339 | 0.0372 | 1 | 02/27/2025 20:18 | WG2459601 |
| Methyl tert-butyl ether | U | | 0.000521 | 0.00149 | 1 | 02/27/2025 20:18 | WG2459601 |
| Naphthalene | U | | 0.00726 | 0.0186 | 1 | 02/27/2025 20:18 | WG2459601 |
| n-Propylbenzene | U | | 0.00141 | 0.00744 | 1 | 02/27/2025 20:18 | WG2459601 |
| Styrene | U | | 0.000341 | 0.0186 | 1 | 02/27/2025 20:18 | WG2459601 |
| 1,1,1,2-Tetrachloroethane | U | | 0.00141 | 0.00372 | 1 | 02/27/2025 20:18 | WG2459601 |
| 1,1,2,2-Tetrachloroethane | U | | 0.00103 | 0.00372 | 1 | 02/27/2025 20:18 | WG2459601 |

## Volatile Organic Compounds (GC/MS) by Method 8260D

| Analyte | Result (dry) mg/kg | Qualifier | MDL (dry) mg/kg | RDL (dry) mg/kg | Dilution | Analysis date / time | Batch |
|---|---|---|---|---|---|---|---|
| Tetrachloroethene | U | | 0.00133 | 0.00372 | 1 | 02/27/2025 20:18 | WG2459601 |
| Toluene | U | | 0.00193 | 0.00744 | 1 | 02/27/2025 20:18 | WG2459601 |
| 1,2,3-Trichlorobenzene | U | | 0.0109 | 0.0186 | 1 | 02/27/2025 20:18 | WG2459601 |
| 1,2,4-Trichlorobenzene | U | | 0.00654 | 0.0186 | 1 | 02/27/2025 20:18 | WG2459601 |
| 1,1,1-Trichloroethane | U | | 0.00137 | 0.00372 | 1 | 02/27/2025 20:18 | WG2459601 |
| 1,1,2-Trichloroethane | U | | 0.000888 | 0.00372 | 1 | 02/27/2025 20:18 | WG2459601 |
| Trichloroethene | U | | 0.000869 | 0.00149 | 1 | 02/27/2025 20:18 | WG2459601 |
| Trichlorofluoromethane | U | | 0.00123 | 0.00372 | 1 | 02/27/2025 20:18 | WG2459601 |
| 1,2,3-Trichloropropane | U | | 0.00241 | 0.0186 | 1 | 02/27/2025 20:18 | WG2459601 |
| 1,2,4-Trimethylbenzene | U | | 0.00235 | 0.00744 | 1 | 02/27/2025 20:18 | WG2459601 |
| 1,3,5-Trimethylbenzene | U | | 0.00297 | 0.00744 | 1 | 02/27/2025 20:18 | WG2459601 |
| Vinyl chloride | U | | 0.00173 | 0.00372 | 1 | 02/27/2025 20:18 | WG2459601 |
| Xylenes, Total | U | | 0.00131 | 0.00967 | 1 | 02/27/2025 20:18 | WG2459601 |
| *(S) Toluene-d8* | *98.4* | | | *75.0-131* | | *02/27/2025 20:18* | WG2459601 |
| *(S) 4-Bromofluorobenzene* | *100* | | | *67.0-138* | | *02/27/2025 20:18* | WG2459601 |
| *(S) 1,2-Dichloroethane-d4* | *103* | | | *70.0-130* | | *02/27/2025 20:18* | WG2459601 |

## Semi Volatile Organic Compounds (GC/MS) by Method 8270E

| Analyte | Result (dry) mg/kg | Qualifier | MDL (dry) mg/kg | RDL (dry) mg/kg | Dilution | Analysis date / time | Batch |
|---|---|---|---|---|---|---|---|
| Acenaphthene | 0.135 | | 0.00660 | 0.0408 | 1 | 02/28/2025 01:59 | WG2459517 |
| Acenaphthylene | 0.171 | | 0.00574 | 0.0408 | 1 | 02/28/2025 01:59 | WG2459517 |
| Anthracene | 0.104 | | 0.00726 | 0.0408 | 1 | 02/28/2025 01:59 | WG2459517 |
| Benzidine | U | C3 | 0.0766 | 2.04 | 1 | 02/28/2025 01:59 | WG2459517 |
| Benzo(a)anthracene | 0.0169 | J | 0.00719 | 0.0408 | 1 | 02/28/2025 01:59 | WG2459517 |
| Benzo(b)fluoranthene | 0.0135 | J | 0.00760 | 0.0408 | 1 | 02/28/2025 01:59 | WG2459517 |
| Benzo(k)fluoranthene | U | | 0.00725 | 0.0408 | 1 | 02/28/2025 01:59 | WG2459517 |
| Benzo(g,h,i)perylene | U | | 0.00746 | 0.0408 | 1 | 02/28/2025 01:59 | WG2459517 |
| Benzo(a)pyrene | 0.00982 | J | 0.00758 | 0.0408 | 1 | 02/28/2025 01:59 | WG2459517 |
| Bis(2-chlorethoxy)methane | U | | 0.0122 | 0.408 | 1 | 02/28/2025 01:59 | WG2459517 |
| Bis(2-chloroethyl)ether | U | | 0.0135 | 0.408 | 1 | 02/28/2025 01:59 | WG2459517 |
| 2,2-Oxybis(1-Chloropropane) | U | C3 | 0.0176 | 0.408 | 1 | 02/28/2025 01:59 | WG2459517 |
| 4-Bromophenyl-phenylether | U | | 0.0143 | 0.408 | 1 | 02/28/2025 01:59 | WG2459517 |
| 2-Chloronaphthalene | U | | 0.00716 | 0.0408 | 1 | 02/28/2025 01:59 | WG2459517 |
| 4-Chlorophenyl-phenylether | U | | 0.0142 | 0.408 | 1 | 02/28/2025 01:59 | WG2459517 |
| Chrysene | 0.0158 | J | 0.00810 | 0.0408 | 1 | 02/28/2025 01:59 | WG2459517 |
| Dibenz(a,h)anthracene | U | | 0.0113 | 0.0408 | 1 | 02/28/2025 01:59 | WG2459517 |
| 1,2-Dichlorobenzene | U | | 0.0121 | 0.408 | 1 | 02/28/2025 01:59 | WG2459517 |
| 1,3-Dichlorobenzene | U | | 0.0124 | 0.408 | 1 | 02/28/2025 01:59 | WG2459517 |
| 1,4-Dichlorobenzene | U | | 0.0121 | 0.408 | 1 | 02/28/2025 01:59 | WG2459517 |
| 3,3-Dichlorobenzidine | U | | 0.0151 | 0.408 | 1 | 02/28/2025 01:59 | WG2459517 |
| 2,4-Dinitrotoluene | U | | 0.0117 | 0.408 | 1 | 02/28/2025 01:59 | WG2459517 |
| 2,6-Dinitrotoluene | U | | 0.0133 | 0.408 | 1 | 02/28/2025 01:59 | WG2459517 |
| Fluoranthene | 0.157 | | 0.00736 | 0.0408 | 1 | 02/28/2025 01:59 | WG2459517 |
| Fluorene | 0.277 | | 0.00664 | 0.0408 | 1 | 02/28/2025 01:59 | WG2459517 |
| Hexachlorobenzene | U | | 0.0144 | 0.408 | 1 | 02/28/2025 01:59 | WG2459517 |
| Hexachloro-1,3-butadiene | U | | 0.0137 | 0.408 | 1 | 02/28/2025 01:59 | WG2459517 |
| Hexachlorocyclopentadiene | U | | 0.0214 | 0.408 | 1 | 02/28/2025 01:59 | WG2459517 |
| Hexachloroethane | U | | 0.0160 | 0.408 | 1 | 02/28/2025 01:59 | WG2459517 |
| Indeno(1,2,3-cd)pyrene | U | | 0.0115 | 0.0408 | 1 | 02/28/2025 01:59 | WG2459517 |
| Isophorone | U | | 0.0125 | 0.408 | 1 | 02/28/2025 01:59 | WG2459517 |
| Naphthalene | 6.92 | | 0.0512 | 0.204 | 5 | 02/28/2025 11:30 | WG2459517 |
| Nitrobenzene | U | | 0.0142 | 0.408 | 1 | 02/28/2025 01:59 | WG2459517 |
| n-Nitrosodimethylamine | U | | 0.0605 | 0.408 | 1 | 02/28/2025 01:59 | WG2459517 |
| n-Nitrosodiphenylamine | U | | 0.0309 | 0.408 | 1 | 02/28/2025 01:59 | WG2459517 |
| n-Nitrosodi-n-propylamine | U | | 0.0136 | 0.408 | 1 | 02/28/2025 01:59 | WG2459517 |

1 Cp
2 Tc
3 Ss
4 Cn
5 Sr
6 Qc
7 Gl
8 Al
9 Sc

## Semi Volatile Organic Compounds (GC/MS) by Method 8270E

| Analyte | Result (dry) mg/kg | Qualifier | MDL (dry) mg/kg | RDL (dry) mg/kg | Dilution | Analysis date / time | Batch |
|---|---|---|---|---|---|---|---|
| Phenanthrene | 0.580 | | 0.00809 | 0.0408 | 1 | 02/28/2025 01:59 | WG2459517 |
| Benzylbutyl phthalate | U | | 0.0127 | 0.408 | 1 | 02/28/2025 01:59 | WG2459517 |
| Bis(2-ethylhexyl)phthalate | U | | 0.0517 | 0.408 | 1 | 02/28/2025 01:59 | WG2459517 |
| Di-n-butyl phthalate | U | | 0.0140 | 0.408 | 1 | 02/28/2025 01:59 | WG2459517 |
| Diethyl phthalate | U | | 0.0135 | 0.408 | 1 | 02/28/2025 01:59 | WG2459517 |
| Dimethyl phthalate | U | | 0.0864 | 0.408 | 1 | 02/28/2025 01:59 | WG2459517 |
| Di-n-octyl phthalate | U | | 0.0275 | 0.408 | 1 | 02/28/2025 01:59 | WG2459517 |
| Pyrene | 0.118 | | 0.00793 | 0.0408 | 1 | 02/28/2025 01:59 | WG2459517 |
| 1,2,4-Trichlorobenzene | U | | 0.0127 | 0.408 | 1 | 02/28/2025 01:59 | WG2459517 |
| 4-Chloro-3-methylphenol | U | | 0.0132 | 0.408 | 1 | 02/28/2025 01:59 | WG2459517 |
| 2-Chlorophenol | U | | 0.0135 | 0.408 | 1 | 02/28/2025 01:59 | WG2459517 |
| 2,4-Dichlorophenol | U | | 0.0119 | 0.408 | 1 | 02/28/2025 01:59 | WG2459517 |
| 2,4-Dimethylphenol | 0.0484 | J | 0.0107 | 0.408 | 1 | 02/28/2025 01:59 | WG2459517 |
| 4,6-Dinitro-2-methylphenol | U | | 0.0924 | 0.408 | 1 | 02/28/2025 01:59 | WG2459517 |
| 2,4-Dinitrophenol | U | | 0.0954 | 0.408 | 1 | 02/28/2025 01:59 | WG2459517 |
| 2-Nitrophenol | U | | 0.0146 | 0.408 | 1 | 02/28/2025 01:59 | WG2459517 |
| 4-Nitrophenol | U | | 0.0127 | 0.408 | 1 | 02/28/2025 01:59 | WG2459517 |
| Pentachlorophenol | U | | 0.0110 | 0.408 | 1 | 02/28/2025 01:59 | WG2459517 |
| Phenol | U | | 0.0164 | 0.408 | 1 | 02/28/2025 01:59 | WG2459517 |
| 2,4,6-Trichlorophenol | U | | 0.0131 | 0.408 | 1 | 02/28/2025 01:59 | WG2459517 |
| *(S) 2-Fluorophenol* | *59.1* | | | *12.0-120* | | *02/28/2025 11:30* | WG2459517 |
| *(S) 2-Fluorophenol* | *63.4* | | | *12.0-120* | | *02/28/2025 01:59* | WG2459517 |
| *(S) Phenol-d5* | *56.6* | | | *10.0-120* | | *02/28/2025 01:59* | WG2459517 |
| *(S) Phenol-d5* | *54.0* | | | *10.0-120* | | *02/28/2025 11:30* | WG2459517 |
| *(S) Nitrobenzene-d5* | *44.4* | | | *10.0-122* | | *02/28/2025 11:30* | WG2459517 |
| *(S) Nitrobenzene-d5* | *53.7* | | | *10.0-122* | | *02/28/2025 01:59* | WG2459517 |
| *(S) 2-Fluorobiphenyl* | *60.8* | | | *15.0-120* | | *02/28/2025 01:59* | WG2459517 |
| *(S) 2-Fluorobiphenyl* | *52.8* | | | *15.0-120* | | *02/28/2025 11:30* | WG2459517 |
| *(S) 2,4,6-Tribromophenol* | *76.4* | | | *10.0-127* | | *02/28/2025 01:59* | WG2459517 |
| *(S) 2,4,6-Tribromophenol* | *39.4* | | | *10.0-127* | | *02/28/2025 11:30* | WG2459517 |
| *(S) p-Terphenyl-d14* | *55.2* | | | *10.0-120* | | *02/28/2025 11:30* | WG2459517 |
| *(S) p-Terphenyl-d14* | *60.8* | | | *10.0-120* | | *02/28/2025 01:59* | WG2459517 |

1 Cp
2 Tc
3 Ss
4 Cn
5 Sr
6 Qc
7 Gl
8 Al
9 Sc

## Volatile Organic Compounds (GC/MS) by Method 8260D

| Analyte | Result ug/l | Qualifier | MDL ug/l | RDL ug/l | Dilution | Analysis date / time | Batch |
|---|---|---|---|---|---|---|---|
| Acetone | U | | 11.3 | 50.0 | 1 | 02/27/2025 11:43 | WG2459305 |
| Acrolein | U | | 2.54 | 50.0 | 1 | 02/27/2025 11:43 | WG2459305 |
| Acrylonitrile | U | | 0.671 | 10.0 | 1 | 02/27/2025 11:43 | WG2459305 |
| Benzene | U | | 0.0941 | 1.00 | 1 | 02/27/2025 11:43 | WG2459305 |
| Bromobenzene | U | | 0.118 | 1.00 | 1 | 02/27/2025 11:43 | WG2459305 |
| Bromodichloromethane | U | | 0.136 | 1.00 | 1 | 02/27/2025 11:43 | WG2459305 |
| Bromoform | U | | 0.129 | 1.00 | 1 | 02/27/2025 11:43 | WG2459305 |
| Bromomethane | U | | 0.605 | 5.00 | 1 | 02/27/2025 11:43 | WG2459305 |
| n-Butylbenzene | U | | 0.157 | 1.00 | 1 | 02/27/2025 11:43 | WG2459305 |
| sec-Butylbenzene | U | | 0.125 | 1.00 | 1 | 02/27/2025 11:43 | WG2459305 |
| tert-Butylbenzene | U | | 0.127 | 1.00 | 1 | 02/27/2025 11:43 | WG2459305 |
| Carbon tetrachloride | U | | 0.128 | 1.00 | 1 | 02/27/2025 11:43 | WG2459305 |
| Chlorobenzene | U | | 0.116 | 1.00 | 1 | 02/27/2025 11:43 | WG2459305 |
| Chlorodibromomethane | U | | 0.140 | 1.00 | 1 | 02/27/2025 11:43 | WG2459305 |
| Chloroethane | U | | 0.192 | 5.00 | 1 | 02/27/2025 11:43 | WG2459305 |
| Chloroform | 0.262 | J | 0.111 | 5.00 | 1 | 02/27/2025 11:43 | WG2459305 |
| Chloromethane | U | | 0.960 | 2.50 | 1 | 02/27/2025 11:43 | WG2459305 |
| 2-Chlorotoluene | U | | 0.106 | 1.00 | 1 | 02/27/2025 11:43 | WG2459305 |
| 4-Chlorotoluene | U | | 0.114 | 1.00 | 1 | 02/27/2025 11:43 | WG2459305 |
| 1,2-Dibromo-3-Chloropropane | U | | 0.276 | 5.00 | 1 | 02/27/2025 11:43 | WG2459305 |
| 1,2-Dibromoethane | U | | 0.126 | 1.00 | 1 | 02/27/2025 11:43 | WG2459305 |
| Dibromomethane | U | | 0.122 | 1.00 | 1 | 02/27/2025 11:43 | WG2459305 |
| 1,2-Dichlorobenzene | U | | 0.107 | 1.00 | 1 | 02/27/2025 11:43 | WG2459305 |
| 1,3-Dichlorobenzene | U | | 0.110 | 1.00 | 1 | 02/27/2025 11:43 | WG2459305 |
| 1,4-Dichlorobenzene | U | | 0.120 | 1.00 | 1 | 02/27/2025 11:43 | WG2459305 |
| Dichlorodifluoromethane | U | | 0.374 | 5.00 | 1 | 02/27/2025 11:43 | WG2459305 |
| 1,1-Dichloroethane | U | | 0.100 | 1.00 | 1 | 02/27/2025 11:43 | WG2459305 |
| 1,2-Dichloroethane | U | | 0.0819 | 1.00 | 1 | 02/27/2025 11:43 | WG2459305 |
| 1,1-Dichloroethene | U | | 0.188 | 1.00 | 1 | 02/27/2025 11:43 | WG2459305 |
| cis-1,2-Dichloroethene | U | | 0.126 | 1.00 | 1 | 02/27/2025 11:43 | WG2459305 |
| trans-1,2-Dichloroethene | U | | 0.149 | 1.00 | 1 | 02/27/2025 11:43 | WG2459305 |
| 1,2-Dichloropropane | U | | 0.149 | 1.00 | 1 | 02/27/2025 11:43 | WG2459305 |
| 1,1-Dichloropropene | U | | 0.142 | 1.00 | 1 | 02/27/2025 11:43 | WG2459305 |
| 1,3-Dichloropropane | U | | 0.110 | 1.00 | 1 | 02/27/2025 11:43 | WG2459305 |
| cis-1,3-Dichloropropene | U | | 0.111 | 1.00 | 1 | 02/27/2025 11:43 | WG2459305 |
| trans-1,3-Dichloropropene | U | | 0.118 | 1.00 | 1 | 02/27/2025 11:43 | WG2459305 |
| 2,2-Dichloropropane | U | | 0.161 | 1.00 | 1 | 02/27/2025 11:43 | WG2459305 |
| Di-isopropyl ether | U | | 0.105 | 1.00 | 1 | 02/27/2025 11:43 | WG2459305 |
| Ethylbenzene | U | | 0.137 | 1.00 | 1 | 02/27/2025 11:43 | WG2459305 |
| Hexachloro-1,3-butadiene | U | | 0.337 | 1.00 | 1 | 02/27/2025 11:43 | WG2459305 |
| Isopropylbenzene | U | | 0.105 | 1.00 | 1 | 02/27/2025 11:43 | WG2459305 |
| p-Isopropyltoluene | U | | 0.120 | 1.00 | 1 | 02/27/2025 11:43 | WG2459305 |
| 2-Butanone (MEK) | U | | 1.19 | 10.0 | 1 | 02/27/2025 11:43 | WG2459305 |
| Methylene Chloride | U | | 0.430 | 5.00 | 1 | 02/27/2025 11:43 | WG2459305 |
| 4-Methyl-2-pentanone (MIBK) | U | | 0.478 | 10.0 | 1 | 02/27/2025 11:43 | WG2459305 |
| Methyl tert-butyl ether | U | | 0.101 | 1.00 | 1 | 02/27/2025 11:43 | WG2459305 |
| Naphthalene | U | C3 | 1.00 | 5.00 | 1 | 02/27/2025 11:43 | WG2459305 |
| n-Propylbenzene | U | | 0.0993 | 1.00 | 1 | 02/27/2025 11:43 | WG2459305 |
| Styrene | U | | 0.118 | 1.00 | 1 | 02/27/2025 11:43 | WG2459305 |
| 1,1,1,2-Tetrachloroethane | U | | 0.147 | 1.00 | 1 | 02/27/2025 11:43 | WG2459305 |
| 1,1,2,2-Tetrachloroethane | U | | 0.133 | 1.00 | 1 | 02/27/2025 11:43 | WG2459305 |
| 1,1,2-Trichlorotrifluoroethane | U | | 0.180 | 1.00 | 1 | 02/27/2025 11:43 | WG2459305 |
| Tetrachloroethene | U | | 0.300 | 1.00 | 1 | 02/27/2025 11:43 | WG2459305 |
| Toluene | U | | 0.278 | 1.00 | 1 | 02/27/2025 11:43 | WG2459305 |
| 1,2,3-Trichlorobenzene | U | | 0.230 | 1.00 | 1 | 02/27/2025 11:43 | WG2459305 |
| 1,2,4-Trichlorobenzene | U | | 0.481 | 1.00 | 1 | 02/27/2025 11:43 | WG2459305 |

## Volatile Organic Compounds (GC/MS) by Method 8260D

| Analyte | Result ug/l | Qualifier | MDL ug/l | RDL ug/l | Dilution | Analysis date / time | Batch |
|---|---|---|---|---|---|---|---|
| 1,1,1-Trichloroethane | U | | 0.149 | 1.00 | 1 | 02/27/2025 11:43 | WG2459305 |
| 1,1,2-Trichloroethane | U | | 0.158 | 1.00 | 1 | 02/27/2025 11:43 | WG2459305 |
| Trichloroethene | U | | 0.190 | 1.00 | 1 | 02/27/2025 11:43 | WG2459305 |
| Trichlorofluoromethane | U | | 0.160 | 5.00 | 1 | 02/27/2025 11:43 | WG2459305 |
| 1,2,3-Trichloropropane | U | | 0.237 | 2.50 | 1 | 02/27/2025 11:43 | WG2459305 |
| 1,2,4-Trimethylbenzene | U | | 0.322 | 1.00 | 1 | 02/27/2025 11:43 | WG2459305 |
| 1,2,3-Trimethylbenzene | U | | 0.104 | 1.00 | 1 | 02/27/2025 11:43 | WG2459305 |
| 1,3,5-Trimethylbenzene | U | | 0.104 | 1.00 | 1 | 02/27/2025 11:43 | WG2459305 |
| Vinyl chloride | U | | 0.234 | 1.00 | 1 | 02/27/2025 11:43 | WG2459305 |
| Xylenes, Total | U | | 0.174 | 3.00 | 1 | 02/27/2025 11:43 | WG2459305 |
| *(S) Toluene-d8* | *99.2* | | | *80.0-120* | | *02/27/2025 11:43* | WG2459305 |
| *(S) 4-Bromofluorobenzene* | *91.0* | | | *77.0-126* | | *02/27/2025 11:43* | WG2459305 |
| *(S) 1,2-Dichloroethane-d4* | *103* | | | *70.0-130* | | *02/27/2025 11:43* | WG2459305 |

1 Cp
2 Tc
3 Ss
4 Cn
5 Sr
6 Qc
7 Gl
8 Al
9 Sc

## Total Solids by Method 2540 G-2011

| Analyte | Result % | Qualifier | Dilution | Analysis date / time | Batch |
|---|---|---|---|---|---|
| Total Solids | 79.2 | | 1 | 02/27/2025 14:42 | WG2459543 |

## Volatile Organic Compounds (GC/MS) by Method 8260D

| Analyte | Result (dry) mg/kg | Qualifier | MDL (dry) mg/kg | RDL (dry) mg/kg | Dilution | Analysis date / time | Batch |
|---|---|---|---|---|---|---|---|
| Acetone | U | | 0.0576 | 0.0789 | 1.04 | 02/27/2025 20:38 | WG2459601 |
| Acrylonitrile | U | | 0.00569 | 0.0197 | 1.04 | 02/27/2025 20:38 | WG2459601 |
| Benzene | U | | 0.000737 | 0.00158 | 1.04 | 02/27/2025 20:38 | WG2459601 |
| Bromobenzene | U | | 0.00142 | 0.0197 | 1.04 | 02/27/2025 20:38 | WG2459601 |
| Bromodichloromethane | U | | 0.00114 | 0.00394 | 1.04 | 02/27/2025 20:38 | WG2459601 |
| Bromoform | U | | 0.00185 | 0.0394 | 1.04 | 02/27/2025 20:38 | WG2459601 |
| Bromomethane | U | | 0.00311 | 0.0197 | 1.04 | 02/27/2025 20:38 | WG2459601 |
| n-Butylbenzene | U | | 0.00828 | 0.0197 | 1.04 | 02/27/2025 20:38 | WG2459601 |
| sec-Butylbenzene | U | | 0.00455 | 0.0197 | 1.04 | 02/27/2025 20:38 | WG2459601 |
| tert-Butylbenzene | U | | 0.00308 | 0.00789 | 1.04 | 02/27/2025 20:38 | WG2459601 |
| Carbon tetrachloride | U | | 0.00142 | 0.00789 | 1.04 | 02/27/2025 20:38 | WG2459601 |
| Chlorobenzene | U | | 0.000331 | 0.00394 | 1.04 | 02/27/2025 20:38 | WG2459601 |
| Chlorodibromomethane | U | | 0.000964 | 0.00394 | 1.04 | 02/27/2025 20:38 | WG2459601 |
| Chloroethane | U | | 0.00268 | 0.00789 | 1.04 | 02/27/2025 20:38 | WG2459601 |
| Chloroform | U | | 0.00162 | 0.00394 | 1.04 | 02/27/2025 20:38 | WG2459601 |
| Chloromethane | U | | 0.00685 | 0.0197 | 1.04 | 02/27/2025 20:38 | WG2459601 |
| 2-Chlorotoluene | U | | 0.00136 | 0.00394 | 1.04 | 02/27/2025 20:38 | WG2459601 |
| 4-Chlorotoluene | U | | 0.000710 | 0.00789 | 1.04 | 02/27/2025 20:38 | WG2459601 |
| 1,2-Dibromo-3-Chloropropane | U | | 0.00616 | 0.0394 | 1.04 | 02/27/2025 20:38 | WG2459601 |
| 1,2-Dibromoethane | U | | 0.00102 | 0.00394 | 1.04 | 02/27/2025 20:38 | WG2459601 |
| Dibromomethane | U | | 0.00118 | 0.00789 | 1.04 | 02/27/2025 20:38 | WG2459601 |
| 1,2-Dichlorobenzene | U | | 0.000670 | 0.00789 | 1.04 | 02/27/2025 20:38 | WG2459601 |
| 1,3-Dichlorobenzene | U | | 0.000946 | 0.00789 | 1.04 | 02/27/2025 20:38 | WG2459601 |
| 1,4-Dichlorobenzene | U | | 0.00110 | 0.00789 | 1.04 | 02/27/2025 20:38 | WG2459601 |
| Dichlorodifluoromethane | U | | 0.00253 | 0.00789 | 1.04 | 02/27/2025 20:38 | WG2459601 |
| 1,1-Dichloroethane | U | | 0.000775 | 0.00394 | 1.04 | 02/27/2025 20:38 | WG2459601 |
| 1,2-Dichloroethane | U | | 0.00102 | 0.00394 | 1.04 | 02/27/2025 20:38 | WG2459601 |
| 1,1-Dichloroethene | U | | 0.000955 | 0.00394 | 1.04 | 02/27/2025 20:38 | WG2459601 |
| cis-1,2-Dichloroethene | U | | 0.00116 | 0.00394 | 1.04 | 02/27/2025 20:38 | WG2459601 |
| trans-1,2-Dichloroethene | U | | 0.00164 | 0.00789 | 1.04 | 02/27/2025 20:38 | WG2459601 |
| 1,2-Dichloropropane | U | | 0.00224 | 0.00789 | 1.04 | 02/27/2025 20:38 | WG2459601 |
| 1,1-Dichloropropene | U | | 0.00128 | 0.00394 | 1.04 | 02/27/2025 20:38 | WG2459601 |
| 1,3-Dichloropropane | U | | 0.000790 | 0.00789 | 1.04 | 02/27/2025 20:38 | WG2459601 |
| cis-1,3-Dichloropropene | U | | 0.00119 | 0.00394 | 1.04 | 02/27/2025 20:38 | WG2459601 |
| trans-1,3-Dichloropropene | U | | 0.00180 | 0.00789 | 1.04 | 02/27/2025 20:38 | WG2459601 |
| 2,2-Dichloropropane | U | | 0.00218 | 0.00394 | 1.04 | 02/27/2025 20:38 | WG2459601 |
| Di-isopropyl ether | U | | 0.000646 | 0.00158 | 1.04 | 02/27/2025 20:38 | WG2459601 |
| Ethylbenzene | U | | 0.00116 | 0.00394 | 1.04 | 02/27/2025 20:38 | WG2459601 |
| Hexachloro-1,3-butadiene | U | | 0.00946 | 0.0394 | 1.04 | 02/27/2025 20:38 | WG2459601 |
| Isopropylbenzene | U | | 0.000670 | 0.00394 | 1.04 | 02/27/2025 20:38 | WG2459601 |
| p-Isopropyltoluene | U | | 0.00402 | 0.00789 | 1.04 | 02/27/2025 20:38 | WG2459601 |
| 2-Butanone (MEK) | U | | 0.100 | 0.158 | 1.04 | 02/27/2025 20:38 | WG2459601 |
| Methylene Chloride | U | | 0.0105 | 0.0394 | 1.04 | 02/27/2025 20:38 | WG2459601 |
| 4-Methyl-2-pentanone (MIBK) | U | | 0.00359 | 0.0394 | 1.04 | 02/27/2025 20:38 | WG2459601 |
| Methyl tert-butyl ether | U | | 0.000552 | 0.00158 | 1.04 | 02/27/2025 20:38 | WG2459601 |
| Naphthalene | U | | 0.00770 | 0.0197 | 1.04 | 02/27/2025 20:38 | WG2459601 |
| n-Propylbenzene | U | | 0.00150 | 0.00789 | 1.04 | 02/27/2025 20:38 | WG2459601 |
| Styrene | U | | 0.000361 | 0.0197 | 1.04 | 02/27/2025 20:38 | WG2459601 |
| 1,1,1,2-Tetrachloroethane | U | | 0.00150 | 0.00394 | 1.04 | 02/27/2025 20:38 | WG2459601 |
| 1,1,2,2-Tetrachloroethane | U | | 0.00110 | 0.00394 | 1.04 | 02/27/2025 20:38 | WG2459601 |

1 Cp
2 Tc
3 Ss
4 Cn
5 Sr
6 Qc
7 Gl
8 Al
9 Sc

## Volatile Organic Compounds (GC/MS) by Method 8260D

| Analyte | Result (dry) mg/kg | Qualifier | MDL (dry) mg/kg | RDL (dry) mg/kg | Dilution | Analysis date / time | Batch |
|---|---|---|---|---|---|---|---|
| Tetrachloroethene | U | | 0.00141 | 0.00394 | 1.04 | 02/27/2025 20:38 | WG2459601 |
| Toluene | U | | 0.00205 | 0.00789 | 1.04 | 02/27/2025 20:38 | WG2459601 |
| 1,2,3-Trichlorobenzene | U | | 0.0116 | 0.0197 | 1.04 | 02/27/2025 20:38 | WG2459601 |
| 1,2,4-Trichlorobenzene | U | | 0.00695 | 0.0197 | 1.04 | 02/27/2025 20:38 | WG2459601 |
| 1,1,1-Trichloroethane | U | | 0.00146 | 0.00394 | 1.04 | 02/27/2025 20:38 | WG2459601 |
| 1,1,2-Trichloroethane | U | | 0.000942 | 0.00394 | 1.04 | 02/27/2025 20:38 | WG2459601 |
| Trichloroethene | U | | 0.000920 | 0.00158 | 1.04 | 02/27/2025 20:38 | WG2459601 |
| Trichlorofluoromethane | U | | 0.00130 | 0.00394 | 1.04 | 02/27/2025 20:38 | WG2459601 |
| 1,2,3-Trichloropropane | U | | 0.00255 | 0.0197 | 1.04 | 02/27/2025 20:38 | WG2459601 |
| 1,2,4-Trimethylbenzene | U | | 0.00249 | 0.00789 | 1.04 | 02/27/2025 20:38 | WG2459601 |
| 1,3,5-Trimethylbenzene | U | | 0.00315 | 0.00789 | 1.04 | 02/27/2025 20:38 | WG2459601 |
| Vinyl chloride | U | | 0.00183 | 0.00394 | 1.04 | 02/27/2025 20:38 | WG2459601 |
| Xylenes, Total | 0.00221 | J | 0.00139 | 0.0103 | 1.04 | 02/27/2025 20:38 | WG2459601 |
| *(S) Toluene-d8* | *99.1* | | | *75.0-131* | | *02/27/2025 20:38* | WG2459601 |
| *(S) 4-Bromofluorobenzene* | *99.4* | | | *67.0-138* | | *02/27/2025 20:38* | WG2459601 |
| *(S) 1,2-Dichloroethane-d4* | *104* | | | *70.0-130* | | *02/27/2025 20:38* | WG2459601 |

## Semi Volatile Organic Compounds (GC/MS) by Method 8270E

| Analyte | Result (dry) mg/kg | Qualifier | MDL (dry) mg/kg | RDL (dry) mg/kg | Dilution | Analysis date / time | Batch |
|---|---|---|---|---|---|---|---|
| Acenaphthene | U | | 0.00681 | 0.0421 | 1 | 02/28/2025 01:39 | WG2459517 |
| Acenaphthylene | U | | 0.00592 | 0.0421 | 1 | 02/28/2025 01:39 | WG2459517 |
| Anthracene | U | | 0.00749 | 0.0421 | 1 | 02/28/2025 01:39 | WG2459517 |
| Benzidine | U | C3 | 0.0791 | 2.11 | 1 | 02/28/2025 01:39 | WG2459517 |
| Benzo(a)anthracene | U | | 0.00741 | 0.0421 | 1 | 02/28/2025 01:39 | WG2459517 |
| Benzo(b)fluoranthene | U | | 0.00784 | 0.0421 | 1 | 02/28/2025 01:39 | WG2459517 |
| Benzo(k)fluoranthene | U | | 0.00748 | 0.0421 | 1 | 02/28/2025 01:39 | WG2459517 |
| Benzo(g,h,i)perylene | U | | 0.00769 | 0.0421 | 1 | 02/28/2025 01:39 | WG2459517 |
| Benzo(a)pyrene | U | | 0.00782 | 0.0421 | 1 | 02/28/2025 01:39 | WG2459517 |
| Bis(2-chlorethoxy)methane | U | | 0.0126 | 0.421 | 1 | 02/28/2025 01:39 | WG2459517 |
| Bis(2-chloroethyl)ether | U | | 0.0139 | 0.421 | 1 | 02/28/2025 01:39 | WG2459517 |
| 2,2-Oxybis(1-Chloropropane) | U | C3 | 0.0182 | 0.421 | 1 | 02/28/2025 01:39 | WG2459517 |
| 4-Bromophenyl-phenylether | U | | 0.0148 | 0.421 | 1 | 02/28/2025 01:39 | WG2459517 |
| 2-Chloronaphthalene | U | | 0.00739 | 0.0421 | 1 | 02/28/2025 01:39 | WG2459517 |
| 4-Chlorophenyl-phenylether | U | | 0.0147 | 0.421 | 1 | 02/28/2025 01:39 | WG2459517 |
| Chrysene | U | | 0.00836 | 0.0421 | 1 | 02/28/2025 01:39 | WG2459517 |
| Dibenz(a,h)anthracene | U | | 0.0117 | 0.0421 | 1 | 02/28/2025 01:39 | WG2459517 |
| 1,2-Dichlorobenzene | U | | 0.0125 | 0.421 | 1 | 02/28/2025 01:39 | WG2459517 |
| 1,3-Dichlorobenzene | U | | 0.0128 | 0.421 | 1 | 02/28/2025 01:39 | WG2459517 |
| 1,4-Dichlorobenzene | U | | 0.0125 | 0.421 | 1 | 02/28/2025 01:39 | WG2459517 |
| 3,3-Dichlorobenzidine | U | | 0.0155 | 0.421 | 1 | 02/28/2025 01:39 | WG2459517 |
| 2,4-Dinitrotoluene | U | | 0.0121 | 0.421 | 1 | 02/28/2025 01:39 | WG2459517 |
| 2,6-Dinitrotoluene | U | | 0.0138 | 0.421 | 1 | 02/28/2025 01:39 | WG2459517 |
| Fluoranthene | U | | 0.00759 | 0.0421 | 1 | 02/28/2025 01:39 | WG2459517 |
| Fluorene | U | | 0.00685 | 0.0421 | 1 | 02/28/2025 01:39 | WG2459517 |
| Hexachlorobenzene | U | | 0.0149 | 0.421 | 1 | 02/28/2025 01:39 | WG2459517 |
| Hexachloro-1,3-butadiene | U | | 0.0141 | 0.421 | 1 | 02/28/2025 01:39 | WG2459517 |
| Hexachlorocyclopentadiene | U | | 0.0221 | 0.421 | 1 | 02/28/2025 01:39 | WG2459517 |
| Hexachloroethane | U | | 0.0165 | 0.421 | 1 | 02/28/2025 01:39 | WG2459517 |
| Indeno(1,2,3-cd)pyrene | U | | 0.0119 | 0.0421 | 1 | 02/28/2025 01:39 | WG2459517 |
| Isophorone | U | | 0.0129 | 0.421 | 1 | 02/28/2025 01:39 | WG2459517 |
| Naphthalene | U | | 0.0106 | 0.0421 | 1 | 02/28/2025 01:39 | WG2459517 |
| Nitrobenzene | U | | 0.0147 | 0.421 | 1 | 02/28/2025 01:39 | WG2459517 |
| n-Nitrosodimethylamine | U | | 0.0624 | 0.421 | 1 | 02/28/2025 01:39 | WG2459517 |
| n-Nitrosodiphenylamine | U | | 0.0318 | 0.421 | 1 | 02/28/2025 01:39 | WG2459517 |
| n-Nitrosodi-n-propylamine | U | | 0.0140 | 0.421 | 1 | 02/28/2025 01:39 | WG2459517 |

## Semi Volatile Organic Compounds (GC/MS) by Method 8270E

| Analyte | Result (dry) mg/kg | Qualifier | MDL (dry) mg/kg | RDL (dry) mg/kg | Dilution | Analysis date / time | Batch |
|---|---|---|---|---|---|---|---|
| Phenanthrene | U | | 0.00835 | 0.0421 | 1 | 02/28/2025 01:39 | WG2459517 |
| Benzylbutyl phthalate | U | | 0.0131 | 0.421 | 1 | 02/28/2025 01:39 | WG2459517 |
| Bis(2-ethylhexyl)phthalate | U | | 0.0533 | 0.421 | 1 | 02/28/2025 01:39 | WG2459517 |
| Di-n-butyl phthalate | U | | 0.0144 | 0.421 | 1 | 02/28/2025 01:39 | WG2459517 |
| Diethyl phthalate | U | | 0.0139 | 0.421 | 1 | 02/28/2025 01:39 | WG2459517 |
| Dimethyl phthalate | U | | 0.0892 | 0.421 | 1 | 02/28/2025 01:39 | WG2459517 |
| Di-n-octyl phthalate | U | | 0.0284 | 0.421 | 1 | 02/28/2025 01:39 | WG2459517 |
| Pyrene | U | | 0.00818 | 0.0421 | 1 | 02/28/2025 01:39 | WG2459517 |
| 1,2,4-Trichlorobenzene | U | | 0.0131 | 0.421 | 1 | 02/28/2025 01:39 | WG2459517 |
| 4-Chloro-3-methylphenol | U | | 0.0136 | 0.421 | 1 | 02/28/2025 01:39 | WG2459517 |
| 2-Chlorophenol | U | | 0.0139 | 0.421 | 1 | 02/28/2025 01:39 | WG2459517 |
| 2,4-Dichlorophenol | U | | 0.0123 | 0.421 | 1 | 02/28/2025 01:39 | WG2459517 |
| 2,4-Dimethylphenol | U | | 0.0110 | 0.421 | 1 | 02/28/2025 01:39 | WG2459517 |
| 4,6-Dinitro-2-methylphenol | U | | 0.0954 | 0.421 | 1 | 02/28/2025 01:39 | WG2459517 |
| 2,4-Dinitrophenol | U | | 0.0984 | 0.421 | 1 | 02/28/2025 01:39 | WG2459517 |
| 2-Nitrophenol | U | | 0.0150 | 0.421 | 1 | 02/28/2025 01:39 | WG2459517 |
| 4-Nitrophenol | U | | 0.0131 | 0.421 | 1 | 02/28/2025 01:39 | WG2459517 |
| Pentachlorophenol | U | | 0.0113 | 0.421 | 1 | 02/28/2025 01:39 | WG2459517 |
| Phenol | U | | 0.0169 | 0.421 | 1 | 02/28/2025 01:39 | WG2459517 |
| 2,4,6-Trichlorophenol | U | | 0.0135 | 0.421 | 1 | 02/28/2025 01:39 | WG2459517 |
| *(S) 2-Fluorophenol* | *63.5* | | | *12.0-120* | | *02/28/2025 01:39* | WG2459517 |
| *(S) Phenol-d5* | *55.3* | | | *10.0-120* | | *02/28/2025 01:39* | WG2459517 |
| *(S) Nitrobenzene-d5* | *47.5* | | | *10.0-122* | | *02/28/2025 01:39* | WG2459517 |
| *(S) 2-Fluorobiphenyl* | *61.2* | | | *15.0-120* | | *02/28/2025 01:39* | WG2459517 |
| *(S) 2,4,6-Tribromophenol* | *74.7* | | | *10.0-127* | | *02/28/2025 01:39* | WG2459517 |
| *(S) p-Terphenyl-d14* | *62.4* | | | *10.0-120* | | *02/28/2025 01:39* | WG2459517 |

1 Cp
2 Tc
3 Ss
4 Cn
5 Sr
6 Qc
7 Gl
8 Al
9 Sc

## Method Blank (MB)

(MB) R4181269-1 02/27/25 14:42

| Analyte | MB Result % | MB Qualifier | MB MDL % | MB RDL % |
|---|---|---|---|---|
| Total Solids | 0.000 | | | |

## L1830336-04 Original Sample (OS) • Duplicate (DUP)

(OS) L1830336-04 02/27/25 14:42 • (DUP) R4181269-3 02/27/25 14:42

| Analyte | Original Result % | DUP Result % | Dilution | DUP RPD % | DUP Qualifier | DUP RPD Limits % |
|---|---|---|---|---|---|---|
| Total Solids | 81.7 | 81.7 | 1 | 0.000612 | | 10 |

## Laboratory Control Sample (LCS)

(LCS) R4181269-2 02/27/25 14:42

| Analyte | Spike Amount % | LCS Result % | LCS Rec. % | Rec. Limits % | LCS Qualifier |
|---|---|---|---|---|---|
| Total Solids | 50.0 | 50.0 | 100 | 90.0-110 | |

## Method Blank (MB)

(MB) R4180901-3 02/27/25 10:43

| Analyte | MB Result ug/l | MB Qualifier | MB MDL ug/l | MB RDL ug/l |
|---|---|---|---|---|
| Acetone | U | | 11.3 | 50.0 |
| Acrolein | U | | 2.54 | 50.0 |
| Acrylonitrile | U | | 0.671 | 10.0 |
| Benzene | U | | 0.0941 | 1.00 |
| Bromobenzene | U | | 0.118 | 1.00 |
| Bromodichloromethane | U | | 0.136 | 1.00 |
| Bromoform | U | | 0.129 | 1.00 |
| Bromomethane | U | | 0.605 | 5.00 |
| n-Butylbenzene | U | | 0.157 | 1.00 |
| sec-Butylbenzene | U | | 0.125 | 1.00 |
| tert-Butylbenzene | U | | 0.127 | 1.00 |
| Carbon tetrachloride | U | | 0.128 | 1.00 |
| Chlorobenzene | U | | 0.116 | 1.00 |
| Chlorodibromomethane | U | | 0.140 | 1.00 |
| Chloroethane | U | | 0.192 | 5.00 |
| Chloroform | U | | 0.111 | 5.00 |
| Chloromethane | U | | 0.960 | 2.50 |
| 2-Chlorotoluene | U | | 0.106 | 1.00 |
| 4-Chlorotoluene | U | | 0.114 | 1.00 |
| 1,2-Dibromo-3-Chloropropane | U | | 0.276 | 5.00 |
| 1,2-Dibromoethane | U | | 0.126 | 1.00 |
| Dibromomethane | U | | 0.122 | 1.00 |
| 1,2-Dichlorobenzene | U | | 0.107 | 1.00 |
| 1,3-Dichlorobenzene | U | | 0.110 | 1.00 |
| 1,4-Dichlorobenzene | U | | 0.120 | 1.00 |
| Dichlorodifluoromethane | U | | 0.374 | 5.00 |
| 1,1-Dichloroethane | U | | 0.100 | 1.00 |
| 1,2-Dichloroethane | U | | 0.0819 | 1.00 |
| 1,1-Dichloroethene | U | | 0.188 | 1.00 |
| cis-1,2-Dichloroethene | U | | 0.126 | 1.00 |
| trans-1,2-Dichloroethene | U | | 0.149 | 1.00 |
| 1,2-Dichloropropane | U | | 0.149 | 1.00 |
| 1,1-Dichloropropene | U | | 0.142 | 1.00 |
| 1,3-Dichloropropane | U | | 0.110 | 1.00 |
| cis-1,3-Dichloropropene | U | | 0.111 | 1.00 |
| trans-1,3-Dichloropropene | U | | 0.118 | 1.00 |
| 2,2-Dichloropropane | U | | 0.161 | 1.00 |
| Di-isopropyl ether | U | | 0.105 | 1.00 |
| Ethylbenzene | U | | 0.137 | 1.00 |
| Hexachloro-1,3-butadiene | U | | 0.337 | 1.00 |

## Method Blank (MB)

(MB) R4180901-3 02/27/25 10:43

| Analyte | MB Result ug/l | MB Qualifier | MB MDL ug/l | MB RDL ug/l |
|---|---|---|---|---|
| Isopropylbenzene | U | | 0.105 | 1.00 |
| p-Isopropyltoluene | U | | 0.120 | 1.00 |
| 2-Butanone (MEK) | U | | 1.19 | 10.0 |
| Methylene Chloride | U | | 0.430 | 5.00 |
| 4-Methyl-2-pentanone (MIBK) | U | | 0.478 | 10.0 |
| Methyl tert-butyl ether | U | | 0.101 | 1.00 |
| Naphthalene | U | | 1.00 | 5.00 |
| n-Propylbenzene | U | | 0.0993 | 1.00 |
| Styrene | U | | 0.118 | 1.00 |
| 1,1,1,2-Tetrachloroethane | U | | 0.147 | 1.00 |
| 1,1,2,2-Tetrachloroethane | U | | 0.133 | 1.00 |
| 1,1,2-Trichlorotrifluoroethane | U | | 0.180 | 1.00 |
| Tetrachloroethene | U | | 0.300 | 1.00 |
| Toluene | U | | 0.278 | 1.00 |
| 1,2,3-Trichlorobenzene | U | | 0.230 | 1.00 |
| 1,2,4-Trichlorobenzene | U | | 0.481 | 1.00 |
| 1,1,1-Trichloroethane | U | | 0.149 | 1.00 |
| 1,1,2-Trichloroethane | U | | 0.158 | 1.00 |
| Trichloroethene | U | | 0.190 | 1.00 |
| Trichlorofluoromethane | U | | 0.160 | 5.00 |
| 1,2,3-Trichloropropane | U | | 0.237 | 2.50 |
| 1,2,4-Trimethylbenzene | U | | 0.322 | 1.00 |
| 1,2,3-Trimethylbenzene | U | | 0.104 | 1.00 |
| 1,3,5-Trimethylbenzene | U | | 0.104 | 1.00 |
| Vinyl chloride | U | | 0.234 | 1.00 |
| Xylenes, Total | U | | 0.174 | 3.00 |
| *(S) Toluene-d8* | *102* | | | *80.0-120* |
| *(S) 4-Bromofluorobenzene* | *89.4* | | | *77.0-126* |
| *(S) 1,2-Dichloroethane-d4* | *95.8* | | | *70.0-130* |

## Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) R4180901-1 02/27/25 09:37 • (LCSD) R4180901-2 02/27/25 09:59

| Analyte | Spike Amount ug/l | LCS Result ug/l | LCSD Result ug/l | LCS Rec. % | LCSD Rec. % | Rec. Limits % | LCS Qualifier | LCSD Qualifier | RPD % | RPD Limits % |
|---|---|---|---|---|---|---|---|---|---|---|
| Acetone | 25.0 | 33.0 | 26.7 | 132 | 107 | 19.0-160 | J | J | 21.1 | 27 |
| Acrolein | 25.0 | 25.2 | 21.8 | 101 | 87.2 | 10.0-160 | J | J | 14.5 | 26 |
| Acrylonitrile | 25.0 | 29.8 | 25.5 | 119 | 102 | 55.0-149 | | | 15.6 | 20 |
| Benzene | 5.00 | 5.21 | 5.00 | 104 | 100 | 70.0-123 | | | 4.11 | 20 |

## Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) R4180901-1 02/27/25 09:37 • (LCSD) R4180901-2 02/27/25 09:59

| Analyte | Spike Amount ug/l | LCS Result ug/l | LCSD Result ug/l | LCS Rec. % | LCSD Rec. % | Rec. Limits % | LCS Qualifier | LCSD Qualifier | RPD % | RPD Limits % |
|---|---|---|---|---|---|---|---|---|---|---|
| Bromobenzene | 5.00 | 4.67 | 4.47 | 93.4 | 89.4 | 73.0-121 | | | 4.38 | 20 |
| Bromodichloromethane | 5.00 | 5.79 | 5.30 | 116 | 106 | 75.0-120 | | | 8.84 | 20 |
| Bromoform | 5.00 | 5.89 | 5.43 | 118 | 109 | 68.0-132 | | | 8.13 | 20 |
| Bromomethane | 5.00 | 4.77 | 4.47 | 95.4 | 89.4 | 10.0-160 | J | J | 6.49 | 25 |
| n-Butylbenzene | 5.00 | 4.36 | 4.09 | 87.2 | 81.8 | 73.0-125 | | | 6.39 | 20 |
| sec-Butylbenzene | 5.00 | 4.64 | 4.39 | 92.8 | 87.8 | 75.0-125 | | | 5.54 | 20 |
| tert-Butylbenzene | 5.00 | 4.48 | 4.19 | 89.6 | 83.8 | 76.0-124 | | | 6.69 | 20 |
| Carbon tetrachloride | 5.00 | 5.44 | 5.29 | 109 | 106 | 68.0-126 | | | 2.80 | 20 |
| Chlorobenzene | 5.00 | 5.51 | 5.25 | 110 | 105 | 80.0-121 | | | 4.83 | 20 |
| Chlorodibromomethane | 5.00 | 5.88 | 5.77 | 118 | 115 | 77.0-125 | | | 1.89 | 20 |
| Chloroethane | 5.00 | 5.31 | 5.09 | 106 | 102 | 47.0-150 | | | 4.23 | 20 |
| Chloroform | 5.00 | 5.56 | 5.30 | 111 | 106 | 73.0-120 | | | 4.79 | 20 |
| Chloromethane | 5.00 | 5.00 | 4.34 | 100 | 86.8 | 41.0-142 | | | 14.1 | 20 |
| 2-Chlorotoluene | 5.00 | 4.66 | 4.58 | 93.2 | 91.6 | 76.0-123 | | | 1.73 | 20 |
| 4-Chlorotoluene | 5.00 | 4.58 | 4.31 | 91.6 | 86.2 | 75.0-122 | | | 6.07 | 20 |
| 1,2-Dibromo-3-Chloropropane | 5.00 | 5.81 | 4.81 | 116 | 96.2 | 58.0-134 | | J | 18.8 | 20 |
| 1,2-Dibromoethane | 5.00 | 5.72 | 5.54 | 114 | 111 | 80.0-122 | | | 3.20 | 20 |
| Dibromomethane | 5.00 | 5.75 | 5.24 | 115 | 105 | 80.0-120 | | | 9.28 | 20 |
| 1,2-Dichlorobenzene | 5.00 | 5.00 | 4.78 | 100 | 95.6 | 79.0-121 | | | 4.50 | 20 |
| 1,3-Dichlorobenzene | 5.00 | 5.05 | 4.86 | 101 | 97.2 | 79.0-120 | | | 3.83 | 20 |
| 1,4-Dichlorobenzene | 5.00 | 5.01 | 4.87 | 100 | 97.4 | 79.0-120 | | | 2.83 | 20 |
| Dichlorodifluoromethane | 5.00 | 5.74 | 5.50 | 115 | 110 | 51.0-149 | | | 4.27 | 20 |
| 1,1-Dichloroethane | 5.00 | 5.12 | 4.77 | 102 | 95.4 | 70.0-126 | | | 7.08 | 20 |
| 1,2-Dichloroethane | 5.00 | 5.33 | 5.14 | 107 | 103 | 70.0-128 | | | 3.63 | 20 |
| 1,1-Dichloroethene | 5.00 | 4.78 | 4.98 | 95.6 | 99.6 | 71.0-124 | | | 4.10 | 20 |
| cis-1,2-Dichloroethene | 5.00 | 5.09 | 5.00 | 102 | 100 | 73.0-120 | | | 1.78 | 20 |
| trans-1,2-Dichloroethene | 5.00 | 5.22 | 5.09 | 104 | 102 | 73.0-120 | | | 2.52 | 20 |
| 1,2-Dichloropropane | 5.00 | 5.12 | 4.95 | 102 | 99.0 | 77.0-125 | | | 3.38 | 20 |
| 1,1-Dichloropropene | 5.00 | 5.01 | 4.78 | 100 | 95.6 | 74.0-126 | | | 4.70 | 20 |
| 1,3-Dichloropropane | 5.00 | 5.43 | 5.32 | 109 | 106 | 80.0-120 | | | 2.05 | 20 |
| cis-1,3-Dichloropropene | 5.00 | 5.29 | 4.96 | 106 | 99.2 | 80.0-123 | | | 6.44 | 20 |
| trans-1,3-Dichloropropene | 5.00 | 5.39 | 5.30 | 108 | 106 | 78.0-124 | | | 1.68 | 20 |
| 2,2-Dichloropropane | 5.00 | 4.61 | 4.08 | 92.2 | 81.6 | 58.0-130 | | | 12.2 | 20 |
| Di-isopropyl ether | 5.00 | 4.58 | 4.30 | 91.6 | 86.0 | 58.0-138 | | | 6.31 | 20 |
| Ethylbenzene | 5.00 | 5.05 | 4.94 | 101 | 98.8 | 79.0-123 | | | 2.20 | 20 |
| Hexachloro-1,3-butadiene | 5.00 | 5.02 | 4.53 | 100 | 90.6 | 54.0-138 | | | 10.3 | 20 |
| Isopropylbenzene | 5.00 | 4.90 | 4.73 | 98.0 | 94.6 | 76.0-127 | | | 3.53 | 20 |
| p-Isopropyltoluene | 5.00 | 4.33 | 4.28 | 86.6 | 85.6 | 76.0-125 | | | 1.16 | 20 |
| 2-Butanone (MEK) | 25.0 | 30.7 | 26.8 | 123 | 107 | 44.0-160 | | | 13.6 | 20 |
| Methylene Chloride | 5.00 | 5.49 | 5.42 | 110 | 108 | 67.0-120 | | | 1.28 | 20 |

## Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) R4180901-1 02/27/25 09:37 • (LCSD) R4180901-2 02/27/25 09:59

| Analyte | Spike Amount ug/l | LCS Result ug/l | LCSD Result ug/l | LCS Rec. % | LCSD Rec. % | Rec. Limits % | LCS Qualifier | LCSD Qualifier | RPD % | RPD Limits % |
|---|---|---|---|---|---|---|---|---|---|---|
| 4-Methyl-2-pentanone (MIBK) | 25.0 | 26.1 | 24.7 | 104 | 98.8 | 68.0-142 | | | 5.51 | 20 |
| Methyl tert-butyl ether | 5.00 | 5.39 | 4.89 | 108 | 97.8 | 68.0-125 | | | 9.73 | 20 |
| Naphthalene | 5.00 | 3.70 | 3.44 | 74.0 | 68.8 | 54.0-135 | J | J | 7.28 | 20 |
| n-Propylbenzene | 5.00 | 4.32 | 4.21 | 86.4 | 84.2 | 77.0-124 | | | 2.58 | 20 |
| Styrene | 5.00 | 4.89 | 4.83 | 97.8 | 96.6 | 73.0-130 | | | 1.23 | 20 |
| 1,1,1,2-Tetrachloroethane | 5.00 | 5.43 | 5.18 | 109 | 104 | 75.0-125 | | | 4.71 | 20 |
| 1,1,2,2-Tetrachloroethane | 5.00 | 5.36 | 5.07 | 107 | 101 | 65.0-130 | | | 5.56 | 20 |
| 1,1,2-Trichlorotrifluoroethane | 5.00 | 5.26 | 5.08 | 105 | 102 | 69.0-132 | | | 3.48 | 20 |
| Tetrachloroethene | 5.00 | 5.85 | 5.55 | 117 | 111 | 72.0-132 | | | 5.26 | 20 |
| Toluene | 5.00 | 5.13 | 4.90 | 103 | 98.0 | 79.0-120 | | | 4.59 | 20 |
| 1,2,3-Trichlorobenzene | 5.00 | 4.63 | 4.46 | 92.6 | 89.2 | 50.0-138 | | | 3.74 | 20 |
| 1,2,4-Trichlorobenzene | 5.00 | 4.08 | 4.29 | 81.6 | 85.8 | 57.0-137 | | | 5.02 | 20 |
| 1,1,1-Trichloroethane | 5.00 | 5.44 | 4.87 | 109 | 97.4 | 73.0-124 | | | 11.1 | 20 |
| 1,1,2-Trichloroethane | 5.00 | 6.00 | 5.63 | 120 | 113 | 80.0-120 | | | 6.36 | 20 |
| Trichloroethene | 5.00 | 5.74 | 5.36 | 115 | 107 | 78.0-124 | | | 6.85 | 20 |
| Trichlorofluoromethane | 5.00 | 6.28 | 5.80 | 126 | 116 | 59.0-147 | | | 7.95 | 20 |
| 1,2,3-Trichloropropane | 5.00 | 5.27 | 5.36 | 105 | 107 | 73.0-130 | | | 1.69 | 20 |
| 1,2,4-Trimethylbenzene | 5.00 | 4.37 | 4.17 | 87.4 | 83.4 | 76.0-121 | | | 4.68 | 20 |
| 1,2,3-Trimethylbenzene | 5.00 | 4.62 | 4.41 | 92.4 | 88.2 | 77.0-120 | | | 4.65 | 20 |
| 1,3,5-Trimethylbenzene | 5.00 | 4.69 | 4.56 | 93.8 | 91.2 | 76.0-122 | | | 2.81 | 20 |
| Vinyl chloride | 5.00 | 4.43 | 4.17 | 88.6 | 83.4 | 67.0-131 | | | 6.05 | 20 |
| Xylenes, Total | 15.0 | 14.8 | 14.6 | 98.7 | 97.3 | 79.0-123 | | | 1.36 | 20 |
| *(S) Toluene-d8* | | | | *101* | *103* | *80.0-120* | | | | |
| *(S) 4-Bromofluorobenzene* | | | | *90.8* | *92.8* | *77.0-126* | | | | |
| *(S) 1,2-Dichloroethane-d4* | | | | *97.8* | *97.6* | *70.0-130* | | | | |

1 Cp
2 Tc
3 Ss
4 Cn
5 Sr
6 Qc
7 Gl
8 Al
9 Sc

## Method Blank (MB)

(MB) R4181179-3 02/27/25 11:27

| Analyte | MB Result mg/kg | MB Qualifier | MB MDL mg/kg | MB RDL mg/kg |
|---|---|---|---|---|
| Acetone | U | | 0.0365 | 0.0500 |
| Acrylonitrile | U | | 0.00361 | 0.0125 |
| Benzene | U | | 0.000467 | 0.00100 |
| Bromobenzene | U | | 0.000900 | 0.0125 |
| Bromodichloromethane | U | | 0.000725 | 0.00250 |
| Bromoform | U | | 0.00117 | 0.0250 |
| Bromomethane | U | | 0.00197 | 0.0125 |
| n-Butylbenzene | U | | 0.00525 | 0.0125 |
| sec-Butylbenzene | U | | 0.00288 | 0.0125 |
| tert-Butylbenzene | U | | 0.00195 | 0.00500 |
| Carbon tetrachloride | U | | 0.000898 | 0.00500 |
| Chlorobenzene | U | | 0.000210 | 0.00250 |
| Chlorodibromomethane | U | | 0.000612 | 0.00250 |
| Chloroethane | U | | 0.00170 | 0.00500 |
| Chloroform | U | | 0.00103 | 0.00250 |
| Chloromethane | U | | 0.00435 | 0.0125 |
| 2-Chlorotoluene | U | | 0.000865 | 0.00250 |
| 4-Chlorotoluene | U | | 0.000450 | 0.00500 |
| 1,2-Dibromo-3-Chloropropane | U | | 0.00390 | 0.0250 |
| 1,2-Dibromoethane | U | | 0.000648 | 0.00250 |
| Dibromomethane | U | | 0.000750 | 0.00500 |
| 1,2-Dichlorobenzene | U | | 0.000425 | 0.00500 |
| 1,3-Dichlorobenzene | U | | 0.000600 | 0.00500 |
| 1,4-Dichlorobenzene | U | | 0.000700 | 0.00500 |
| Dichlorodifluoromethane | U | | 0.00161 | 0.00500 |
| 1,1-Dichloroethane | U | | 0.000491 | 0.00250 |
| 1,2-Dichloroethane | U | | 0.000649 | 0.00250 |
| 1,1-Dichloroethene | U | | 0.000606 | 0.00250 |
| cis-1,2-Dichloroethene | U | | 0.000734 | 0.00250 |
| trans-1,2-Dichloroethene | U | | 0.00104 | 0.00500 |
| 1,2-Dichloropropane | U | | 0.00142 | 0.00500 |
| 1,1-Dichloropropene | U | | 0.000809 | 0.00250 |
| 1,3-Dichloropropane | U | | 0.000501 | 0.00500 |
| cis-1,3-Dichloropropene | U | | 0.000757 | 0.00250 |
| trans-1,3-Dichloropropene | U | | 0.00114 | 0.00500 |
| 2,2-Dichloropropane | U | | 0.00138 | 0.00250 |
| Di-isopropyl ether | U | | 0.000410 | 0.00100 |
| Ethylbenzene | U | | 0.000737 | 0.00250 |
| Hexachloro-1,3-butadiene | U | | 0.00600 | 0.0250 |
| Isopropylbenzene | U | | 0.000425 | 0.00250 |

1 Cp
2 Tc
3 Ss
4 Cn
5 Sr
6 Qc
7 Gl
8 Al
9 Sc

## Method Blank (MB)

(MB) R4181179-3 02/27/25 11:27

| Analyte | MB Result mg/kg | MB Qualifier | MB MDL mg/kg | MB RDL mg/kg |
|---|---|---|---|---|
| p-Isopropyltoluene | U | | 0.00255 | 0.00500 |
| 2-Butanone (MEK) | U | | 0.0635 | 0.100 |
| Methylene Chloride | U | | 0.00664 | 0.0250 |
| 4-Methyl-2-pentanone (MIBK) | U | | 0.00228 | 0.0250 |
| Methyl tert-butyl ether | U | | 0.000350 | 0.00100 |
| Naphthalene | U | | 0.00488 | 0.0125 |
| n-Propylbenzene | U | | 0.000950 | 0.00500 |
| Styrene | U | | 0.000229 | 0.0125 |
| 1,1,1,2-Tetrachloroethane | U | | 0.000948 | 0.00250 |
| 1,1,2,2-Tetrachloroethane | U | | 0.000695 | 0.00250 |
| Tetrachloroethene | U | | 0.000896 | 0.00250 |
| Toluene | U | | 0.00130 | 0.00500 |
| 1,2,3-Trichlorobenzene | U | | 0.00733 | 0.0125 |
| 1,2,4-Trichlorobenzene | U | | 0.00440 | 0.0125 |
| 1,1,1-Trichloroethane | U | | 0.000923 | 0.00250 |
| 1,1,2-Trichloroethane | U | | 0.000597 | 0.00250 |
| Trichloroethene | U | | 0.000584 | 0.00100 |
| Trichlorofluoromethane | U | | 0.000827 | 0.00250 |
| 1,2,3-Trichloropropane | U | | 0.00162 | 0.0125 |
| 1,2,4-Trimethylbenzene | U | | 0.00158 | 0.00500 |
| 1,3,5-Trimethylbenzene | U | | 0.00200 | 0.00500 |
| Vinyl chloride | U | | 0.00116 | 0.00250 |
| Xylenes, Total | U | | 0.000880 | 0.00650 |
| *(S) Toluene-d8* | *98.6* | | | *75.0-131* |
| *(S) 4-Bromofluorobenzene* | *99.0* | | | *67.0-138* |
| *(S) 1,2-Dichloroethane-d4* | *102* | | | *70.0-130* |

## Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) R4181179-1 02/27/25 09:46 • (LCSD) R4181179-2 02/27/25 10:06

| Analyte | Spike Amount mg/kg | LCS Result mg/kg | LCSD Result mg/kg | LCS Rec. % | LCSD Rec. % | Rec. Limits % | LCS Qualifier | LCSD Qualifier | RPD % | RPD Limits % |
|---|---|---|---|---|---|---|---|---|---|---|
| Acetone | 0.625 | 0.817 | 0.810 | 131 | 130 | 10.0-160 | | | 0.860 | 31 |
| Acrylonitrile | 0.625 | 0.780 | 0.752 | 125 | 120 | 45.0-153 | | | 3.66 | 22 |
| Benzene | 0.125 | 0.124 | 0.123 | 99.2 | 98.4 | 70.0-123 | | | 0.810 | 20 |
| Bromobenzene | 0.125 | 0.119 | 0.112 | 95.2 | 89.6 | 73.0-121 | | | 6.06 | 20 |
| Bromodichloromethane | 0.125 | 0.119 | 0.117 | 95.2 | 93.6 | 73.0-121 | | | 1.69 | 20 |
| Bromoform | 0.125 | 0.117 | 0.120 | 93.6 | 96.0 | 64.0-132 | | | 2.53 | 20 |
| Bromomethane | 0.125 | 0.141 | 0.136 | 113 | 109 | 56.0-147 | | | 3.61 | 20 |

## Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) R4181179-1 02/27/25 09:46 • (LCSD) R4181179-2 02/27/25 10:06

| Analyte | Spike Amount mg/kg | LCS Result mg/kg | LCSD Result mg/kg | LCS Rec. % | LCSD Rec. % | Rec. Limits % | LCS Qualifier | LCSD Qualifier | RPD % | RPD Limits % |
|---|---|---|---|---|---|---|---|---|---|---|
| n-Butylbenzene | 0.125 | 0.110 | 0.106 | 88.0 | 84.8 | 68.0-135 | | | 3.70 | 20 |
| sec-Butylbenzene | 0.125 | 0.112 | 0.106 | 89.6 | 84.8 | 74.0-130 | | | 5.50 | 20 |
| tert-Butylbenzene | 0.125 | 0.109 | 0.104 | 87.2 | 83.2 | 75.0-127 | | | 4.69 | 20 |
| Carbon tetrachloride | 0.125 | 0.128 | 0.122 | 102 | 97.6 | 66.0-128 | | | 4.80 | 20 |
| Chlorobenzene | 0.125 | 0.114 | 0.108 | 91.2 | 86.4 | 76.0-128 | | | 5.41 | 20 |
| Chlorodibromomethane | 0.125 | 0.112 | 0.112 | 89.6 | 89.6 | 74.0-127 | | | 0.000 | 20 |
| Chloroethane | 0.125 | 0.154 | 0.141 | 123 | 113 | 61.0-134 | | | 8.81 | 20 |
| Chloroform | 0.125 | 0.127 | 0.124 | 102 | 99.2 | 72.0-123 | | | 2.39 | 20 |
| Chloromethane | 0.125 | 0.130 | 0.129 | 104 | 103 | 51.0-138 | | | 0.772 | 20 |
| 2-Chlorotoluene | 0.125 | 0.106 | 0.104 | 84.8 | 83.2 | 75.0-124 | | | 1.90 | 20 |
| 4-Chlorotoluene | 0.125 | 0.105 | 0.100 | 84.0 | 80.0 | 75.0-124 | | | 4.88 | 20 |
| 1,2-Dibromo-3-Chloropropane | 0.125 | 0.113 | 0.113 | 90.4 | 90.4 | 59.0-130 | | | 0.000 | 20 |
| 1,2-Dibromoethane | 0.125 | 0.116 | 0.114 | 92.8 | 91.2 | 74.0-128 | | | 1.74 | 20 |
| Dibromomethane | 0.125 | 0.129 | 0.119 | 103 | 95.2 | 75.0-122 | | | 8.06 | 20 |
| 1,2-Dichlorobenzene | 0.125 | 0.108 | 0.106 | 86.4 | 84.8 | 76.0-124 | | | 1.87 | 20 |
| 1,3-Dichlorobenzene | 0.125 | 0.109 | 0.105 | 87.2 | 84.0 | 76.0-125 | | | 3.74 | 20 |
| 1,4-Dichlorobenzene | 0.125 | 0.111 | 0.107 | 88.8 | 85.6 | 77.0-121 | | | 3.67 | 20 |
| Dichlorodifluoromethane | 0.125 | 0.145 | 0.137 | 116 | 110 | 43.0-156 | | | 5.67 | 20 |
| 1,1-Dichloroethane | 0.125 | 0.119 | 0.117 | 95.2 | 93.6 | 70.0-127 | | | 1.69 | 20 |
| 1,2-Dichloroethane | 0.125 | 0.119 | 0.117 | 95.2 | 93.6 | 65.0-131 | | | 1.69 | 20 |
| 1,1-Dichloroethene | 0.125 | 0.128 | 0.125 | 102 | 100 | 65.0-131 | | | 2.37 | 20 |
| cis-1,2-Dichloroethene | 0.125 | 0.135 | 0.128 | 108 | 102 | 73.0-125 | | | 5.32 | 20 |
| trans-1,2-Dichloroethene | 0.125 | 0.131 | 0.128 | 105 | 102 | 71.0-125 | | | 2.32 | 20 |
| 1,2-Dichloropropane | 0.125 | 0.125 | 0.121 | 100 | 96.8 | 74.0-125 | | | 3.25 | 20 |
| 1,1-Dichloropropene | 0.125 | 0.131 | 0.126 | 105 | 101 | 73.0-125 | | | 3.89 | 20 |
| 1,3-Dichloropropane | 0.125 | 0.125 | 0.121 | 100 | 96.8 | 80.0-125 | | | 3.25 | 20 |
| cis-1,3-Dichloropropene | 0.125 | 0.118 | 0.114 | 94.4 | 91.2 | 76.0-127 | | | 3.45 | 20 |
| trans-1,3-Dichloropropene | 0.125 | 0.112 | 0.112 | 89.6 | 89.6 | 73.0-127 | | | 0.000 | 20 |
| 2,2-Dichloropropane | 0.125 | 0.129 | 0.126 | 103 | 101 | 59.0-135 | | | 2.35 | 20 |
| Di-isopropyl ether | 0.125 | 0.127 | 0.126 | 102 | 101 | 60.0-136 | | | 0.791 | 20 |
| Ethylbenzene | 0.125 | 0.119 | 0.116 | 95.2 | 92.8 | 74.0-126 | | | 2.55 | 20 |
| Hexachloro-1,3-butadiene | 0.125 | 0.103 | 0.101 | 82.4 | 80.8 | 57.0-150 | | | 1.96 | 20 |
| Isopropylbenzene | 0.125 | 0.115 | 0.112 | 92.0 | 89.6 | 72.0-127 | | | 2.64 | 20 |
| p-Isopropyltoluene | 0.125 | 0.114 | 0.110 | 91.2 | 88.0 | 72.0-133 | | | 3.57 | 20 |
| 2-Butanone (MEK) | 0.625 | 0.806 | 0.696 | 129 | 111 | 30.0-160 | | | 14.6 | 24 |
| Methylene Chloride | 0.125 | 0.127 | 0.123 | 102 | 98.4 | 68.0-123 | | | 3.20 | 20 |
| 4-Methyl-2-pentanone (MIBK) | 0.625 | 0.677 | 0.662 | 108 | 106 | 56.0-143 | | | 2.24 | 20 |
| Methyl tert-butyl ether | 0.125 | 0.135 | 0.130 | 108 | 104 | 66.0-132 | | | 3.77 | 20 |
| Naphthalene | 0.125 | 0.121 | 0.121 | 96.8 | 96.8 | 59.0-130 | | | 0.000 | 20 |
| n-Propylbenzene | 0.125 | 0.105 | 0.107 | 84.0 | 85.6 | 74.0-126 | | | 1.89 | 20 |

## Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) R4181179-1 02/27/25 09:46 • (LCSD) R4181179-2 02/27/25 10:06

| Analyte | Spike Amount mg/kg | LCS Result mg/kg | LCSD Result mg/kg | LCS Rec. % | LCSD Rec. % | Rec. Limits % | LCS Qualifier | LCSD Qualifier | RPD % | RPD Limits % |
|---|---|---|---|---|---|---|---|---|---|---|
| Styrene | 0.125 | 0.106 | 0.0984 | 84.8 | 78.7 | 72.0-127 | | | 7.44 | 20 |
| 1,1,1,2-Tetrachloroethane | 0.125 | 0.121 | 0.117 | 96.8 | 93.6 | 74.0-129 | | | 3.36 | 20 |
| 1,1,2,2-Tetrachloroethane | 0.125 | 0.119 | 0.120 | 95.2 | 96.0 | 68.0-128 | | | 0.837 | 20 |
| Tetrachloroethene | 0.125 | 0.122 | 0.115 | 97.6 | 92.0 | 70.0-136 | | | 5.91 | 20 |
| Toluene | 0.125 | 0.117 | 0.113 | 93.6 | 90.4 | 75.0-121 | | | 3.48 | 20 |
| 1,2,3-Trichlorobenzene | 0.125 | 0.120 | 0.120 | 96.0 | 96.0 | 59.0-139 | | | 0.000 | 20 |
| 1,2,4-Trichlorobenzene | 0.125 | 0.122 | 0.122 | 97.6 | 97.6 | 62.0-137 | | | 0.000 | 20 |
| 1,1,1-Trichloroethane | 0.125 | 0.127 | 0.123 | 102 | 98.4 | 69.0-126 | | | 3.20 | 20 |
| 1,1,2-Trichloroethane | 0.125 | 0.115 | 0.115 | 92.0 | 92.0 | 78.0-123 | | | 0.000 | 20 |
| Trichloroethene | 0.125 | 0.127 | 0.124 | 102 | 99.2 | 76.0-126 | | | 2.39 | 20 |
| Trichlorofluoromethane | 0.125 | 0.151 | 0.147 | 121 | 118 | 61.0-142 | | | 2.68 | 20 |
| 1,2,3-Trichloropropane | 0.125 | 0.124 | 0.121 | 99.2 | 96.8 | 67.0-129 | | | 2.45 | 20 |
| 1,2,4-Trimethylbenzene | 0.125 | 0.107 | 0.101 | 85.6 | 80.8 | 70.0-126 | | | 5.77 | 20 |
| 1,3,5-Trimethylbenzene | 0.125 | 0.102 | 0.100 | 81.6 | 80.0 | 73.0-127 | | | 1.98 | 20 |
| Vinyl chloride | 0.125 | 0.144 | 0.139 | 115 | 111 | 63.0-134 | | | 3.53 | 20 |
| Xylenes, Total | 0.375 | 0.347 | 0.333 | 92.5 | 88.8 | 72.0-127 | | | 4.12 | 20 |
| *(S) Toluene-d8* | | | | *98.1* | *98.2* | *75.0-131* | | | | |
| *(S) 4-Bromofluorobenzene* | | | | *98.1* | *98.4* | *67.0-138* | | | | |
| *(S) 1,2-Dichloroethane-d4* | | | | *99.9* | *101* | *70.0-130* | | | | |

## Method Blank (MB)

(MB) R4181213-2 02/28/25 01:19

| Analyte | MB Result mg/kg | MB Qualifier | MB MDL mg/kg | MB RDL mg/kg |
|---|---|---|---|---|
| Acenaphthene | U | | 0.00539 | 0.0333 |
| Acenaphthylene | U | | 0.00469 | 0.0333 |
| Anthracene | U | | 0.00593 | 0.0333 |
| Benzidine | U | | 0.0626 | 1.67 |
| Benzo(a)anthracene | U | | 0.00587 | 0.0333 |
| Benzo(b)fluoranthene | U | | 0.00621 | 0.0333 |
| Benzo(k)fluoranthene | U | | 0.00592 | 0.0333 |
| Benzo(g,h,i)perylene | U | | 0.00609 | 0.0333 |
| Benzo(a)pyrene | U | | 0.00619 | 0.0333 |
| Bis(2-chlorethoxy)methane | U | | 0.0100 | 0.333 |
| Bis(2-chloroethyl)ether | U | | 0.0110 | 0.333 |
| 2,2-Oxybis(1-Chloropropane) | U | | 0.0144 | 0.333 |
| 4-Bromophenyl-phenylether | U | | 0.0117 | 0.333 |
| 2-Chloronaphthalene | U | | 0.00585 | 0.0333 |
| 4-Chlorophenyl-phenylether | U | | 0.0116 | 0.333 |
| Chrysene | U | | 0.00662 | 0.0333 |
| Dibenz(a,h)anthracene | U | | 0.00923 | 0.0333 |
| 1,2-Dichlorobenzene | U | | 0.00987 | 0.333 |
| 1,3-Dichlorobenzene | U | | 0.0101 | 0.333 |
| 1,4-Dichlorobenzene | U | | 0.00991 | 0.333 |
| 3,3-Dichlorobenzidine | U | | 0.0123 | 0.333 |
| 2,4-Dinitrotoluene | U | | 0.00955 | 0.333 |
| 2,6-Dinitrotoluene | U | | 0.0109 | 0.333 |
| Fluoranthene | U | | 0.00601 | 0.0333 |
| Fluorene | U | | 0.00542 | 0.0333 |
| Hexachlorobenzene | U | | 0.0118 | 0.333 |
| Hexachloro-1,3-butadiene | U | | 0.0112 | 0.333 |
| Hexachlorocyclopentadiene | U | | 0.0175 | 0.333 |
| Hexachloroethane | U | | 0.0131 | 0.333 |
| Indeno(1,2,3-cd)pyrene | U | | 0.00941 | 0.0333 |
| Isophorone | U | | 0.0102 | 0.333 |
| Naphthalene | U | | 0.00836 | 0.0333 |
| Nitrobenzene | U | | 0.0116 | 0.333 |
| n-Nitrosodimethylamine | U | | 0.0494 | 0.333 |
| n-Nitrosodiphenylamine | U | | 0.0252 | 0.333 |
| n-Nitrosodi-n-propylamine | U | | 0.0111 | 0.333 |
| Phenanthrene | U | | 0.00661 | 0.0333 |
| Benzylbutyl phthalate | U | | 0.0104 | 0.333 |
| Bis(2-ethylhexyl)phthalate | U | | 0.0422 | 0.333 |
| Di-n-butyl phthalate | U | | 0.0114 | 0.333 |

## Method Blank (MB)

(MB) R4181213-2 02/28/25 01:19

| Analyte | MB Result mg/kg | MB Qualifier | MB MDL mg/kg | MB RDL mg/kg |
|---|---|---|---|---|
| Diethyl phthalate | U | | 0.0110 | 0.333 |
| Dimethyl phthalate | U | | 0.0706 | 0.333 |
| Di-n-octyl phthalate | U | | 0.0225 | 0.333 |
| Pyrene | U | | 0.00648 | 0.0333 |
| 1,2,4-Trichlorobenzene | U | | 0.0104 | 0.333 |
| 4-Chloro-3-methylphenol | U | | 0.0108 | 0.333 |
| 2-Chlorophenol | U | | 0.0110 | 0.333 |
| 2,4-Dichlorophenol | U | | 0.00970 | 0.333 |
| 2,4-Dimethylphenol | U | | 0.00870 | 0.333 |
| 4,6-Dinitro-2-methylphenol | U | | 0.0755 | 0.333 |
| 2,4-Dinitrophenol | U | | 0.0779 | 0.333 |
| 2-Nitrophenol | U | | 0.0119 | 0.333 |
| 4-Nitrophenol | U | | 0.0104 | 0.333 |
| Pentachlorophenol | U | | 0.00896 | 0.333 |
| Phenol | U | | 0.0134 | 0.333 |
| 2,4,6-Trichlorophenol | U | | 0.0107 | 0.333 |
| *(S) 2-Fluorophenol* | *64.7* | | | *12.0-120* |
| *(S) Phenol-d5* | *56.6* | | | *10.0-120* |
| *(S) Nitrobenzene-d5* | *61.3* | | | *10.0-122* |
| *(S) 2-Fluorobiphenyl* | *64.0* | | | *15.0-120* |
| *(S) 2,4,6-Tribromophenol* | *73.3* | | | *10.0-127* |
| *(S) p-Terphenyl-d14* | *69.1* | | | *10.0-120* |

## Laboratory Control Sample (LCS)

(LCS) R4181213-1 02/28/25 00:59

| Analyte | Spike Amount mg/kg | LCS Result mg/kg | LCS Rec. % | Rec. Limits % | LCS Qualifier |
|---|---|---|---|---|---|
| Acenaphthene | 0.666 | 0.481 | 72.2 | 38.0-120 | |
| Acenaphthylene | 0.666 | 0.478 | 71.8 | 40.0-120 | |
| Anthracene | 0.666 | 0.470 | 70.6 | 42.0-120 | |
| Benzidine | 1.33 | 0.189 | 14.2 | 10.0-120 | J |
| Benzo(a)anthracene | 0.666 | 0.464 | 69.7 | 44.0-120 | |
| Benzo(b)fluoranthene | 0.666 | 0.460 | 69.1 | 43.0-120 | |
| Benzo(k)fluoranthene | 0.666 | 0.465 | 69.8 | 44.0-120 | |
| Benzo(g,h,i)perylene | 0.666 | 0.488 | 73.3 | 43.0-120 | |
| Benzo(a)pyrene | 0.666 | 0.480 | 72.1 | 45.0-120 | |
| Bis(2-chlorethoxy)methane | 0.666 | 0.336 | 50.5 | 20.0-120 | |
| Bis(2-chloroethyl)ether | 0.666 | 0.398 | 59.8 | 16.0-120 | |

1 Cp
2 Tc
3 Ss
4 Cn
5 Sr
6 Qc
7 Gl
8 Al
9 Sc

## Laboratory Control Sample (LCS)

(LCS) R4181213-1 02/28/25 00:59

| Analyte | Spike Amount mg/kg | LCS Result mg/kg | LCS Rec. % | Rec. Limits % | LCS Qualifier |
|---|---|---|---|---|---|
| 2,2-Oxybis(1-Chloropropane) | 0.666 | 0.326 | 48.9 | 23.0-120 | J |
| 4-Bromophenyl-phenylether | 0.666 | 0.522 | 78.4 | 40.0-120 | |
| 2-Chloronaphthalene | 0.666 | 0.443 | 66.5 | 35.0-120 | |
| 4-Chlorophenyl-phenylether | 0.666 | 0.512 | 76.9 | 40.0-120 | |
| Chrysene | 0.666 | 0.451 | 67.7 | 43.0-120 | |
| Dibenz(a,h)anthracene | 0.666 | 0.502 | 75.4 | 44.0-120 | |
| 1,2-Dichlorobenzene | 0.666 | 0.413 | 62.0 | 32.0-120 | |
| 1,3-Dichlorobenzene | 0.666 | 0.410 | 61.6 | 30.0-120 | |
| 1,4-Dichlorobenzene | 0.666 | 0.432 | 64.9 | 31.0-120 | |
| 3,3-Dichlorobenzidine | 1.33 | 0.818 | 61.5 | 28.0-120 | |
| 2,4-Dinitrotoluene | 0.666 | 0.542 | 81.4 | 45.0-120 | |
| 2,6-Dinitrotoluene | 0.666 | 0.522 | 78.4 | 42.0-120 | |
| Fluoranthene | 0.666 | 0.510 | 76.6 | 44.0-120 | |
| Fluorene | 0.666 | 0.477 | 71.6 | 41.0-120 | |
| Hexachlorobenzene | 0.666 | 0.518 | 77.8 | 39.0-120 | |
| Hexachloro-1,3-butadiene | 0.666 | 0.401 | 60.2 | 15.0-120 | |
| Hexachlorocyclopentadiene | 0.666 | 0.275 | 41.3 | 15.0-120 | J |
| Hexachloroethane | 0.666 | 0.417 | 62.6 | 17.0-120 | |
| Indeno(1,2,3-cd)pyrene | 0.666 | 0.512 | 76.9 | 45.0-120 | |
| Isophorone | 0.666 | 0.365 | 54.8 | 23.0-120 | |
| Naphthalene | 0.666 | 0.369 | 55.4 | 18.0-120 | |
| Nitrobenzene | 0.666 | 0.346 | 52.0 | 17.0-120 | |
| n-Nitrosodimethylamine | 0.666 | 0.380 | 57.1 | 10.0-125 | |
| n-Nitrosodiphenylamine | 0.666 | 0.456 | 68.5 | 40.0-120 | |
| n-Nitrosodi-n-propylamine | 0.666 | 0.409 | 61.4 | 26.0-120 | |
| Phenanthrene | 0.666 | 0.451 | 67.7 | 42.0-120 | |
| Benzylbutyl phthalate | 0.666 | 0.483 | 72.5 | 40.0-120 | |
| Bis(2-ethylhexyl)phthalate | 0.666 | 0.494 | 74.2 | 41.0-120 | |
| Di-n-butyl phthalate | 0.666 | 0.501 | 75.2 | 43.0-120 | |
| Diethyl phthalate | 0.666 | 0.537 | 80.6 | 43.0-120 | |
| Dimethyl phthalate | 0.666 | 0.516 | 77.5 | 43.0-120 | |
| Di-n-octyl phthalate | 0.666 | 0.469 | 70.4 | 40.0-120 | |
| Pyrene | 0.666 | 0.448 | 67.3 | 41.0-120 | |
| 1,2,4-Trichlorobenzene | 0.666 | 0.377 | 56.6 | 17.0-120 | |
| 4-Chloro-3-methylphenol | 0.666 | 0.380 | 57.1 | 28.0-120 | |
| 2-Chlorophenol | 0.666 | 0.420 | 63.1 | 28.0-120 | |
| 2,4-Dichlorophenol | 0.666 | 0.386 | 58.0 | 25.0-120 | |
| 2,4-Dimethylphenol | 0.666 | 0.360 | 54.1 | 15.0-120 | |
| 4,6-Dinitro-2-methylphenol | 0.666 | 0.516 | 77.5 | 16.0-120 | |
| 2,4-Dinitrophenol | 0.666 | 0.384 | 57.7 | 10.0-120 | |

## Laboratory Control Sample (LCS)

(LCS) R4181213-1 02/28/25 00:59

| Analyte | Spike Amount mg/kg | LCS Result mg/kg | LCS Rec. % | Rec. Limits % | LCS Qualifier |
|---|---|---|---|---|---|
| 2-Nitrophenol | 0.666 | 0.407 | 61.1 | 20.0-120 | |
| 4-Nitrophenol | 0.666 | 0.434 | 65.2 | 27.0-120 | |
| Pentachlorophenol | 0.666 | 0.324 | 48.6 | 29.0-120 | J |
| Phenol | 0.666 | 0.388 | 58.3 | 28.0-120 | |
| 2,4,6-Trichlorophenol | 0.666 | 0.461 | 69.2 | 37.0-120 | |
| *(S) 2-Fluorophenol* | | | *68.6* | *12.0-120* | |
| *(S) Phenol-d5* | | | *62.5* | *10.0-120* | |
| *(S) Nitrobenzene-d5* | | | *56.5* | *10.0-122* | |
| *(S) 2-Fluorobiphenyl* | | | *69.1* | *15.0-120* | |
| *(S) 2,4,6-Tribromophenol* | | | *86.5* | *10.0-127* | |
| *(S) p-Terphenyl-d14* | | | *69.1* | *10.0-120* | |

## Guide to Reading and Understanding Your Laboratory Report

The information below is designed to better explain the various terms used in your report of analytical results from the Laboratory. This is not intended as a comprehensive explanation, and if you have additional questions please contact your project representative.

Results Disclaimer - Information that may be provided by the customer, and contained within this report, include Permit Limits, Project Name, Sample ID, Sample Matrix, Sample Preservation, Field Blanks, Field Spikes, Field Duplicates, On-Site Data, Sampling Collection Dates/Times, and Sampling Location. Results relate to the accuracy of this information provided, and as the samples are received.

## Abbreviations and Definitions

| | |
|---|---|
| (dry) | Results are reported based on the dry weight of the sample. [this will only be present on a dry report basis for soils]. |
| MDL | Method Detection Limit. |
| MDL (dry) | Method Detection Limit. |
| RDL | Reported Detection Limit. |
| RDL (dry) | Reported Detection Limit. |
| Rec. | Recovery. |
| RPD | Relative Percent Difference. |
| SDG | Sample Delivery Group. |
| (S) | Surrogate (Surrogate Standard) - Analytes added to every blank, sample, Laboratory Control Sample/Duplicate and Matrix Spike/Duplicate; used to evaluate analytical efficiency by measuring recovery. Surrogates are not expected to be detected in all environmental media. |
| U | Not detected at the Reporting Limit (or MDL where applicable). |
| Analyte | The name of the particular compound or analysis performed. Some Analyses and Methods will have multiple analytes reported. |
| Dilution | If the sample matrix contains an interfering material, the sample preparation volume or weight values differ from the standard, or if concentrations of analytes in the sample are higher than the highest limit of concentration that the laboratory can accurately report, the sample may be diluted for analysis. If a value different than 1 is used in this field, the result reported has already been corrected for this factor. |
| Limits | These are the target % recovery ranges or % difference value that the laboratory has historically determined as normal for the method and analyte being reported. Successful QC Sample analysis will target all analytes recovered or duplicated within these ranges. |
| Original Sample | The non-spiked sample in the prep batch used to determine the Relative Percent Difference (RPD) from a quality control sample. The Original Sample may not be included within the reported SDG. |
| Qualifier | This column provides a letter and/or number designation that corresponds to additional information concerning the result reported. If a Qualifier is present, a definition per Qualifier is provided within the Glossary and Definitions page and potentially a discussion of possible implications of the Qualifier in the Case Narrative if applicable. |
| Result | The actual analytical final result (corrected for any sample specific characteristics) reported for your sample. If there was no measurable result returned for a specific analyte, the result in this column may state “ND” (Not Detected) or “BDL” (Below Detectable Levels). The information in the results column should always be accompanied by either an MDL (Method Detection Limit) or RDL (Reporting Detection Limit) that defines the lowest value that the laboratory could detect or report for this analyte. |
| Uncertainty (Radiochemistry) | Confidence level of 2 sigma. |
| Case Narrative (Cn) | A brief discussion about the included sample results, including a discussion of any non-conformances to protocol observed either at sample receipt by the laboratory from the field or during the analytical process. If present, there will be a section in the Case Narrative to discuss the meaning of any data qualifiers used in the report. |
| Quality Control Summary (Qc) | This section of the report includes the results of the laboratory quality control analyses required by procedure or analytical methods to assist in evaluating the validity of the results reported for your samples. These analyses are not being performed on your samples typically, but on laboratory generated material. |
| Sample Chain of Custody (Sc) | This is the document created in the field when your samples were initially collected. This is used to verify the time and date of collection, the person collecting the samples, and the analyses that the laboratory is requested to perform. This chain of custody also documents all persons (excluding commercial shippers) that have had control or possession of the samples from the time of collection until delivery to the laboratory for analysis. |
| Sample Results (Sr) | This section of your report will provide the results of all testing performed on your samples. These results are provided by sample ID and are separated by the analyses performed on each sample. The header line of each analysis section for each sample will provide the name and method number for the analysis reported. |
| Sample Summary (Ss) | This section of the Analytical Report defines the specific analyses performed for each sample ID, including the dates and times of preparation and/or analysis. |

| Qualifier | Description |
|---|---|
| C3 | The reported concentration is an estimate. The continuing calibration standard associated with this data responded low. Method sensitivity check is acceptable. |
| J | The identification of the analyte is acceptable; the reported value is an estimate. |

## Pace Analytical National 12065 Lebanon Rd Mount Juliet, TN 37122

| | | | |
|---|---|---|---|
| Alabama | 40660 | Nebraska | NE-OS-15-05 |
| Alaska | 17-026 | Nevada | TN000032021-1 |
| Arizona | AZ0612 | New Hampshire | 2975 |
| Arkansas | 88-0469 | New Jersey–NELAP | TN002 |
| California | 2932 | New Mexico [1] | TN00003 |
| Colorado | TN00003 | New York | 11742 |
| Connecticut | PH-0197 | North Carolina | Env375 |
| Florida | E87487 | North Carolina [1] | DW21704 |
| Georgia | NELAP | North Carolina [3] | 41 |
| Georgia [1] | 923 | North Dakota | R-140 |
| Idaho | TN00003 | Ohio–VAP | CL0069 |
| Illinois | 200008 | Oklahoma | 9915 |
| Indiana | C-TN-01 | Oregon | TN200002 |
| Iowa | 364 | Pennsylvania | 68-02979 |
| Kansas | E-10277 | Rhode Island | LAO00356 |
| Kentucky [1 6] | KY90010 | South Carolina | 84004002 |
| Kentucky [2] | 16 | South Dakota | n/a |
| Louisiana | AI30792 | Tennessee [1 4] | 2006 |
| Louisiana | LA018 | Texas | T104704245-20-18 |
| Maine | TN00003 | Texas [5] | LAB0152 |
| Maryland | 324 | Utah | TN000032021-11 |
| Massachusetts | M-TN003 | Vermont | VT2006 |
| Michigan | 9958 | Virginia | 110033 |
| Minnesota | 047-999-395 | Washington | C847 |
| Mississippi | TN00003 | West Virginia | 233 |
| Missouri | 340 | Wisconsin | 998093910 |
| Montana | CERT0086 | Wyoming | A2LA |
| A2LA – ISO 17025 | 1461.01 | AIHA-LAP,LLC EMLAP | 100789 |
| A2LA – ISO 17025 [5] | 1461.02 | DOD | 1461.01 |
| Canada | 1461.01 | USDA | P330-15-00234 |
| EPA–Crypto | TN00003 | | |

[1] Drinking Water [2] Underground Storage Tanks [3] Aquatic Toxicity [4] Chemical/Microbiological [5] Mold [6] Wastewater n/a Accreditation not applicable

* Not all certifications held by the laboratory are applicable to the results reported in the attached report.

* Accreditation is only applicable to the test methods specified on each scope of accreditation held by Pace Analytical.

1 Cp
2 Tc
3 Ss
4 Cn
5 Sr
6 Qc
7 Gl
8 Al
9 Sc

Company Name/Address:
**Excel Civil & Environmental Associates**
625 Huntsman Court
Gastonia, NC 28054

Billing Information:
Accounts Payable
625 Huntsman Court
Gastonia, NC 28054

Pres Chk

Analysis / Container / Preservative

Chain of Custody Page 1 of 1

Pace® PEOPLE ADVANCING SCIENCE

**MT JULIET, TN**
12065 Lebanon Rd Mount Juliet, TN 37122
Submitting a sample via this chain of custody constitutes acknowledgment and acceptance of the Pace Terms and Conditions found at: https://info.pacelabs.com/hubfs/pas-standard-terms.pdf

SDG # L1830339
A165
Acctnum: EXCELENV
Template: T268924
Prelogin: P1133315
PM: 873 - Heather J Wagner
PB: BW 2/21
Shipped Via: FedEX Ground

Report to: Mr. Aaron Long 704-853-0800
Email To: along@excelengr.com;dfarris@excelengr.com

Project Description: Central Ave
City/State Collected: Mt. Holly, NC
Please Circle: PT MT CT ET

Regulatory Program(DOD,RCRA,DW,etc):
Client Project #
Lab Project #

Collected by (print): C DeVane
Site/Facility ID #
P.O. #

Collected by (signature): [signature]
Rush? (Lab MUST Be Notified)
X Same Day ___ Five Day
___ Next Day ___ 5 Day (Rad Only)
___ Two Day ___ 10 Day (Rad Only)
___ Three Day ___ STD TAT
Quote #
Date Results Needed: ~~[illegible]~~ ASAP

Immediately Packed on Ice N___ Y X

| Sample ID | Comp/Grab | Matrix * | Depth | Date | Time | No. of Cntrs | 8270D 100ml Amb NoPres | SV8270 4ozClr-NoPres | V8260 40mlAmb-HCl | V8260 40mlAmb/MeOH10ml/Syr | | | | | | Remarks | Sample # (lab only) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| TMW-2:3-5' | Grab | SS | 3-5' | 2-26 | 1425 | 2 | | X | | X | | | | | | | -01 |
| ~~[illegible]~~ | | ~~GW~~ | | | | ~~3~~ | ~~X~~ | | ~~X~~ | | | | | | | | |
| TMW-1 | Grab | GW | | 2-26 | 1330 | 3 | | | X | | | | | | | | -02 |
| TMW-2:18-20' | Grab | SS | 18-20' | 2-26 | 1510 | 2 | | X | | X | | | | | | | -03 |

* Matrix:
SS - Soil AIR - Air F - Filter
GW - Groundwater B - Bioassay
WW - WasteWater
DW - Drinking Water
OT - Other________

Remarks: Please rush results ASAP

pH ______ Temp ______
Flow ______ Other ______

Samples returned via: __ UPS X FedEx __ Courier ________
Tracking # 443924371485

Sample Receipt Checklist
COC Seal Present/Intact: __NP ✓Y __N
COC Signed/Accurate: ✓Y __N
Bottles arrive intact: ✓Y __N
Correct bottles used: ✓Y __N
Sufficient volume sent: ✓Y __N
If Applicable
VOA Zero Headspace: ✓Y __N
Preservation Correct/Checked: ✓Y __N
RAD Screen <0.5 mR/hr: ✓Y __N

| Relinquished by : (Signature) | Date: | Time: | Received by: (Signature) | Trip Blank Received: Yes / No | |
|---|---|---|---|---|---|
| [signature] | 2-26-25 | | | 1 HCL / MeoH TBR | |
| **Relinquished by : (Signature)** | **Date:** | **Time:** | **Received by: (Signature)** | Temp: TLA0°C 2.5±0.4=2.9 | Bottles Received: 7 |
| **Relinquished by : (Signature)** | **Date:** | **Time:** | **Received for lab by: (Signature)** | Date: 2-27-25 | Time: 0900 |
| | | | DeagnH | | |

If preservation required by Login: Date/Time

Hold:

Condition: NCF / OK

## APPENDIX B – TEMPORARY MONITORING WELL BORING LOGS

# Boring Log

**Well Construction Permit Number** --NA--

| | | | |
|---|---|---|---|
| **I. D. Number:** | TMW-1 | **Purpose:** | Environmental Assessment |
| **Project Name:** | East Central Avenue Mount Holly NC | **Contractor:** | ECEA |
| **Project No:** | 2025020 | **Registration No:** | -- |
| **Field Personnel:** | C. DeVane | **Driller:** | CVET |
| **Start Date:** | 26-Feb-25 **Complete Date:** 26-Feb-25 | **Equipment:** | Geoprobe |

| BORING ID # | DEPTH , fbgl | BLOWS PER 1¾" INCREMENT | COMPARATIVE SPT VALUE | PID (PARTS PER MILLION) PPM | VISUAL SOIL CLASSIFICATION |
|---|---|---|---|---|---|
| TMW-1 | 0' | -- | -- | -- | Topsoil |
| | 1' | -- | -- | -- | Same As Above |
| | 2' | -- | -- | -- | Brown sandy CLAY, damp |
| | 3' | -- | -- | -- | Same As Above |
| | 4' | -- | -- | -- | Same As Above |
| | 5' | -- | -- | -- | Brown sandy CLAY, moist |
| | 6' | -- | -- | -- | Same As Above |
| | 7' | -- | -- | -- | @ 7.90' Encountered Groundwater Table |
| | 8' | -- | -- | -- | Brown sandy CLAY, saturated |
| | 9' | -- | -- | -- | Same As Above |
| | 10' | -- | -- | -- | Same As Above |
| | 11' | -- | -- | -- | Same As Above |
| | 12' | -- | -- | -- | Same As Above |
| | 13' | -- | -- | -- | Same As Above |
| | 14' | -- | -- | -- | Same As Above |
| | 15' | -- | -- | -- | Same As Above |
| | 16' | -- | -- | -- | Same As Above |
| | 17' | -- | -- | -- | Same As Above |
| | 18' | -- | -- | -- | Same As Above |
| | 19' | -- | -- | -- | Same As Above |
| | 20' | -- | -- | -- | Same As Above |

* * *Areas shown in red text denotes depth of soil sample obtained.*

# Boring Log

**Well Construction Permit Number** --NA--

| | | | |
|---|---|---|---|
| **I. D. Number:** | TMW-2 | **Purpose:** | Environmental Assessment |
| **Project Name:** | East Central Avenue Mount Holly NC | **Contractor:** | ECEA |
| **Project No:** | 2025020 | **Registration No:** | -- |
| **Field Personnel:** | C. DeVane | **Driller:** | CVET |
| **Start Date:** | 26-Feb-25 **Complete Date:** 26-Feb-25 | **Equipment:** | Geoprobe |

| BORING ID # | DEPTH , fbgl | BLOWS PER 1¾" INCREMENT | COMPARATIVE SPT VALUE | PID (PARTS PER MILLION) PPM | VISUAL SOIL CLASSIFICATION |
|---|---|---|---|---|---|
| TMW-2 | 0' | -- | -- | -- | Concrete |
| | 1' | -- | -- | -- | Tan silty CLAY, damp |
| | 2' | -- | -- | -- | Same As Above |
| | 3' | -- | -- | -- | Same As Above |
| | 4' | -- | -- | 0.6 | Same As Above |
| | 5' | -- | -- | -- | Same As Above |
| | 6' | -- | -- | -- | Same As Above |
| | 7' | -- | -- | -- | Same As Above |
| | 8' | -- | -- | -- | Same As Above |
| | 9' | -- | -- | -- | Same As Above |
| | 10' | -- | -- | -- | Same As Above |
| | 11' | -- | -- | -- | Same As Above |
| | 12' | -- | -- | -- | Same As Above |
| | 13' | -- | -- | -- | Same As Above |
| | 14' | -- | -- | -- | Same As Above |
| | 15' | -- | -- | -- | Same As Above |
| | 16' | -- | -- | -- | Same As Above |
| | 17' | -- | -- | -- | Same As Above |
| | 18' | -- | -- | -- | Same As Above |
| | 19' | -- | -- | 0.1 | Same As Above |
| | 20' | -- | -- | -- | Grey silty CLAY, moist |
| | 21' | -- | -- | -- | Partially Weathered Rock |
| | 22' | -- | -- | -- | Same As Above |
| | 23' | -- | -- | -- | Same As Above |
| | 24' | -- | -- | -- | Same As Above |
| | 25' | -- | -- | -- | Same As Above |
| | 26' | -- | -- | -- | @ 26' Auger Refusal (PWR) |
| | 27' | -- | -- | -- | -- |
| | 28' | -- | -- | -- | -- |
| | 29' | -- | -- | -- | -- |
| | 30' | -- | -- | -- | -- |

* * *Areas shown in red text denotes depth of soil sample obtained.*

# Regular Meeting
# Agenda Action Form

| Meeting Date | From |
| --- | --- |
| March 10, 2025 | Jonathan Blanton, City Manager<br>City Management |

## OLD BUSINESS Item # 2

Consideration of a Resolution to accept the offer of $762,500.00 and initiate Upset Bid Process for 131 South Main Street

## Will this require a public hearing?

Yes

## Background/Purpose of Request

## Fiscal Impact

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

## Manager/Staff Recommendation

## Attachments

1. Memo to Council re Abrams & Scott offer
2. Resolution Authorizing Upset Bid Process Abrams & Scott 131 S Main St
3. Exhibit B to PSA City MH to Abrams & Scott
4. Mt. Holly OTP buyers signed

MEMORANDUM

TO: Mayor and City Council, City of Mount Holly

FROM: Marie M. Anders, City Attorney

RE: Offer to Purchase 131 S. Main St. by Logan Abrams and Trisha Scott

DATE: March 6, 2025

On February 28, 2025, City Manager Jonathan Blanton received an offer to purchase the above-described property by Logan Abrams and Trisha Scott for $762,500, which offer is attached. The bidders have been instructed to deposit 5% of this bid with the City Clerk by a certified check before the March 10, 2025, regular Council meeting. This is an offer with a 30-day due diligence period, closing to occur on or before 60 days from the end of the due diligence period. I have reviewed this offer and added a proposed addendum to the contract which, if accepted by the bidder, would make this offer acceptable. I will provide an update at or before the March 10 meeting to confirm that the bid deposit has been made and the proposed addendum has been accepted and signed by the bidders. The proposed addendum states Buyer is to pay all closing costs and that the City will reserve or grant appropriate easements for downtown utilities equipment and the Armed Forces emblem installed on the exterior of the building on the property, among other things.

If the Council wishes to accept this offer, the statutory process under NCGS 160A-269 is to approve the attached resolution accepting this offer subject to the upset bid process and directing the City Clerk to publish notice of the offer in the newspaper. That starts a 10-day upset bid process, in which anyone may submit a sealed qualifying higher bid. A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first $1,000.00 of that offer and five percent (5%) of the remainder of that offer and includes a deposit in the amount of five percent of the higher bid by certified check and follows all requirements in the resolution and legal advertisement, including that the qualifying offer may not include a loan contingency. If a qualifying higher bid is received, the city clerk will publish in the newspaper a new notice of upset bid, and shall continue to do so until a 10-day period has passed without receiving any qualifying upset bid.

Once the upset bid process concludes, the final high offer will be returned to the Council for approval. Council has the right at any time to reject all bids and withdraw the property from sale until approving the final high offer. If there are no upset bids, then the attached resolution states Council approves the offer from Logan Abrams and Trisha Scott.

RESOLUTION AUTHORIZING UPSET BID PROCESS
131 South Main Street—Logan Abrams and Trisha Scott

WHEREAS, the City of Mount Holly owns certain property, approximately 0.24 acres located at 131 South Main Street and known as Gaston County tax parcel # 123809, being further described in Deed Book 958, Page 614 (the "Property"); and

WHEREAS, North Carolina General Statute § 160A-269 permits the city to sell property by upset bid, after receipt of an offer for the property; and

WHEREAS, the City has received an offer to purchase the Property described above, in the amount of $762,500, submitted by Logan Abrams and Trisha Scott; and

WHEREAS, Logan Abrams and Trisha Scott have paid the required five percent (5%) deposit on their offer by certified check.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MOUNT HOLLY RESOLVES THAT:

1. The City Council authorizes sale of the Property described above through the upset bid procedure of North Carolina General Statute § 160A-269.
2. The city clerk shall cause a notice of the proposed sale to be published. The notice shall describe the property and the amount of the offer, and shall state the terms under which the offer may be upset.
3. Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer to the office of the city clerk within 10 days after the notice of sale is published. At the conclusion of the 10-day period, the city clerk shall open the bids, if any, and the highest such qualifying bid will become the new offer. If there is more than one qualifying bid in the highest amount, the first such bid received will become the new offer.
4. If a qualifying higher bid is received, the city clerk shall cause a new notice of upset bid to be published, and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the City Council.
5. A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first $1,000.00 of that offer and five percent (5%) of the remainder of that offer.
6. A qualifying higher bid must also be accompanied by a deposit (by certified check) in the amount of five percent (5%) of the bid plus the anticipated cost of re-advertising. All upset bids (with the 5% bid deposit and re-advertisement cost) shall be delivered or sent to Mount Holly Municipal Complex, c/o Tara Douglas, City Clerk, 400 East Central Avenue, Mount Holly, North Carolina 28120. Inquiries should be directed to Ms. Douglas. The city will return the deposit on any bid not accepted, and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The city will apply the deposit of the final high bidder to the purchase price at closing. The cost to re-advertise is nonrefundable.

7. The terms of the final sale are that:
- the City Council must approve the final high offer before the sale is closed, which it will do within 30 days after the final upset bid period has passed;
- the offer may not have a loan contingency;
- Buyer shall pay all costs, including preparation of deed, recording fees, excise tax (revenue stamps) and publication of notice of proposed sale;
- the City shall reserve at Closing an easement for an Armed Forces emblem on the northern wall of the building on the Property;
- the City shall reserve at Closing or grant to Duke Energy prior to Closing a sufficient easement for the utility equipment currently installed on the Property that serves downtown streets and festivals;
- The Property is being sold subject to all easements, conditions, restrictions, and matters of record to the extent operative and enforceable. The Property is being sold "AS IS, WHERE IS." Consider retaining an attorney to provide you a title opinion. Bidder assumes risk of title defects, easements, size, zoning, development potential, etc. Neither the Council, nor the elected officials, employees or agents of the City make any representation or warranty relating to the title (other than the special warranties in the deed) or any physical, environmental, health or safety conditions existing in, on, at or relating to the property, and all responsibilities or liabilities arising out of or in any way relating to any such conditions expressly are disclaimed.

8. The city reserves the right to withdraw the property from sale at any time before the final high bid is accepted and the right to reject at any time all bids.

9. If no qualifying upset bid is received after the initial public notice, the offer set forth above is hereby accepted. Mayor David Moore and the appropriate city officials are authorized to execute the instruments necessary to convey the property to Logan Abrams and Trisha Scott.

This the 10th day of March, 2025.

City of Mount Holly

By: ____________________________
David Moore, Mayor

Attest:

______________________________
Tara Douglas, City Clerk

EXHIBIT "B"
Agreement for Purchase and Sale
131 South Main Street, Mount Holly, NC 28120

The undersigned parties hereby agree to amend the Agreement for Purchase and Sale of Improved Real Property ("Contract") on the property known as 131 South Main Street, Mount Holly, NC 28120 ("Property"), between the City of Mount Holly ("Seller") and Logan Abrams and Trisha Scott, ("Buyer") as follows:

1. If there is any language in this Exhibit B that conflicts with the Contract, then the language in this Exhibit B controls.
2. Buyer shall pay all closing costs, including preparation of deed, recording fees, and excise tax (revenue stamps), as well as reimburse Seller for the cost of publication of notice of proposed sale.
3. Section 5. "Evidence of Title" is hereby removed in its entirety and replaced as follows: "Seller agrees to convey fee simple insurable title to the Property without exception for mechanics' liens, free and clear of all liens, encumbrances and defects of title other than: (a) zoning ordinances affecting the Property, (b) Leases (as defined in Section 7, if applicable) and (c) <u>matters of record existing at the Contract Date that are not objected to by Buyer prior to the end of the Examination Period ("Permitted Exceptions")</u>; provided that Seller shall be required to satisfy, at or prior to Closing, any encumbrances that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages or statutory liens. Seller shall not enter into or record any instrument that affects the Property (or any personal property listed on Exhibit A) after the Contract Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed."
4. The Seller shall reserve at Closing an easement for an Armed Forces emblem on the northern wall of the building on the Property.
5. The City shall reserve at Closing or grant to Duke Energy prior to Closing a sufficient easement for the utility equipment currently installed on the Property that serves downtown streets and festivals.
6. The Property is being sold subject to all easements, conditions, restrictions, and matters of record to the extent operative and enforceable. The Property is sold "AS IS, WHERE IS." Buyer assumes risk of title defects, easements, size, zoning, development potential, etc. Neither the City Council for the Seller, nor the elected officials, employees or agents of the Seller make any representation or warranty relating to the title (other than the special warranties in the deed) or any physical, environmental, health or safety conditions existing in, on, at or relating to the property, and all responsibilities or liabilities arising out of or in any way relating to any such conditions expressly are disclaimed.

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

Seller:

City of Mount Holly

By: ___________________________________
Jonathan Blanton, City Manager

Date: __________________________________

Buyer:

______________________________________
Logan Abrams

Date: __________________________________

______________________________________
Trisha Scott

Date: __________________________________

NC REALTORS®
Commercial Forms

# AGREEMENT FOR PURCHASE AND SALE OF IMPROVED REAL PROPERTY

**THIS AGREEMENT**, including any and all addenda attached hereto ("Agreement"), is by and between **Logan Abrams, Trisha Scott**,
a(n) ______________________("Buyer"), and
(individual *or* State of formation and type of entity)
**City of Mt. Holly**,
a (n) ______________________("Seller").
(individual *or* State of formation and type of entity)

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

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

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

(a) "**Property**": (Address) **131 S Main St, Mount Holly, NC 28120**

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

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

(For information purposes: (i) the tax parcel number of the Property is: **123809**; and, (ii) some or all of the Property, consisting of approximately **.24** acres, is described in Deed Book **958**, Page No. **614**, **Gaston** County.)

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

$ **762,500.00** (b) "**Purchase Price**" shall mean the sum of **Seven hundred sixty-two thousand five hundred and 00/100** Dollars,

***payable on the following terms:***

$ **38,125.00** (i) "**Earnest Money**" shall mean **Thirty-eight thousand one hundred twenty-five and 00/100** Dollars or terms as follows: ______________________

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





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

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

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

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

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

$ 724,375.00 (iii) **Cash, balance of Purchase Price**, at Closing in the amount of ________________________________ Seven hundred twenty-four thousand three hundred seventy-five and 00/100 Dollars.

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

(c) **"Closing"** shall mean the date of completion of the process detailed in Section 11 of this Agreement. Closing shall occur on or before 05/29/2025 or 90 days after the execution of this contract. ______________________________________________.

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

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

30 Days from execution of contract .

*TIME IS OF THE ESSENCE AS TO THE EXAMINATION PERIOD.*

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

MECA Commercial Real Estate ("Listing Agency"),

Sam Kline ("Listing Agent" – License # 286840 )

Acting as: ☑ Seller's Agent; ☐ Dual Agent

and Realty One Group Revolution ("Selling Agency"),

Logan Abrams ("Selling Agent"- License # 230121 )

Acting as: ☑ Buyer's Agent; ☐ Seller's (Sub)Agent; ☐ Dual Agent

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

P.O. Box 406

Mt. Holly NC 28120

e-mail address: ________ fax number: ________

except as same may be changed pursuant to Section 12.

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

8035 Providence Rd 350

Charlotte NC 28277

e-mail address: logan@charlottesagent.com fax number: ________

except as same may be changed pursuant to Section 12.

☐ (i) If this block is marked, additional terms of this Agreement are set forth on **Exhibit B** attached hereto and incorporated herein by reference. **(Note: Under North Carolina law, real estate agents are not permitted to draft conditions or contingencies to this Agreement.)**

☐ (j) If this block is marked, additional terms of this Agreement are set forth on the Additional Provisions Addendum (Form 581-T) attached hereto and incorporated herein by reference.

☐ (k) If this block is marked, additional terms of this Agreement are set forth on the Back Up Agreement Addendum (Form 581A-T) attached hereto and incorporated herein by reference.

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

**Section 3. Proration of Expenses and Payment of Costs:** Seller and Buyer agree that all property taxes (on a calendar year basis), leases, rents, mortgage payments and utilities or any other assumed liabilities as detailed on attached **Exhibit B, and/or Exhibit C, as applicable,** if any, shall be prorated as of the date of Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Agreement, excise tax (revenue stamps), any deferred or rollback taxes, and other conveyance fees or taxes required by law, any fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration; any fees imposed by an owners' association and/or a management company as agent of the owners' association in connection with the transaction contemplated by this Agreement other than those fees required to be paid by Buyer in this Section 3 below, and the following:
Seller to remove all personal property within 72 hours prior to settlement for the buyers reinspection. .

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

compliance, and the following:
N/A

Each party shall pay its own attorney's fees.

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

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

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

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

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

(c) **Inspections:** Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, conducting timber cruises, and surveying the Property; provided, however, that Buyer shall not conduct any invasive testing of any nature without the prior express written approval of Seller as to each specific invasive test intended to be conducted by Buyer. Buyer shall conduct all such on-site inspections, examinations, testing, timber cruises and surveying of the Property in a good and workmanlike manner, at Buyer's expense, shall repair any damage to the Property caused by Buyer's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Seller's or any tenant's use and enjoyment of the Property. In that respect, Buyer shall make reasonable efforts to undertake on-site inspections outside of the hours Seller's or any tenant's business is open to the public. Buyer shall provide Seller or any tenant (as applicable) reasonable advance notice of and Buyer shall cause its agents or representatives and third party service providers (e.g. inspectors, surveyors, etc.) to give reasonable advance notice of any entry onto the Property. Buyer shall be obligated to observe and comply with any terms of any tenant lease which conditions access to such tenant's space at the Property. Upon Seller's request, Buyer shall provide to Seller evidence of general liability insurance. Buyer shall also have a right to review and inspect all contracts or other agreements affecting or related directly to the Property and shall be entitled to review such books and records of Seller that relate directly to the operation and maintenance of the Property, provided, however, that Buyer shall not disclose any information regarding this Property (or any tenant therein) unless required by law, and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Buyer shall obtain their agreement to maintain such confidentiality. Buyer assumes all responsibility for the acts of itself and its agents or representatives in exercising its rights under this Section 6(c) and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Buyer shall survive the Closing or earlier termination of this Agreement. Except as provided in Section 6(b) above, Buyer shall have from the Contract Date through the end of the Examination Period to perform the above inspections, examinations and testing. **IF BUYER CHOOSES NOT TO PURCHASE THE PROPERTY, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO SELLER THEREOF PRIOR TO THE EXPIRATION OF THE EXAMINATION PERIOD, THEN THIS AGREEMENT SHALL TERMINATE, AND BUYER SHALL RECEIVE A RETURN OF THE EARNEST MONEY.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section 13. Counterparts; Entire Agreement:** This Agreement may be executed in one or more counterparts, which taken together, shall constitute one and the same original document. Copies of original signature pages of this Agreement may be exchanged via facsimile or e-mail, and any such copies shall constitute originals. This Agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto. The invalidity of one or more provisions of this Agreement shall not affect the validity of any other provisions hereof and this Agreement shall be construed and enforced as if such invalid provisions were not included.

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

**Section 15. Adverse Information and Compliance with Laws:**

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

________________________________________________________________________________

________________________________________________________________________________.

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

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

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

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

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

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

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

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

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

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

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

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

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

| **BUYER:** | **SELLER:** |
|---|---|
| **Individual** | **Individual** |
| Logan Abrams | ______________________ |
| Date: 02/28/2025 | Date: ______________________ |
| Trisha Scott | ______________________ |
| Date: 02/28/2025 | Date: ______________________ |

| **Business Entity** | **Business Entity** |
|---|---|
| ______________________ (Name of Entity) | City of Mount Holly, NC (Name of Entity) |
| By: ______________________ | By: ______________________ |
| Name: ______________________ | Name: Jonathan Blanton |
| Title: ______________________ | Title: City Manager |
| Date: ______________________ | Date: ______________________ |

## WIRE FRAUD WARNING

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

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

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

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

______________________________________________
(Name of Escrow Agent)

Date: ______________________ By: ______________________

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

______________________________________________

______________________________________________

e-mail address: ______________________ fax number: ______________________

except as same may be changed pursuant to Section 12.

# Regular Meeting
# Agenda Action Form

| Meeting Date | From |
|---|---|
| March 10, 2025 | Joshua Blackwell, Planner I<br>Planning |

## NEW BUSINESS Item # 1

Review, consider, and provide feedback concerning a draft ordinance to regulate dead, dangerous and diseased trees.

## Will this require a public hearing?

No

## Background/Purpose of Request

This item was presented to the City Council at the Monday, August 26th, 2024 meeting. The consensus of the Council was to continue to review the ordinance with the City Attorney and bring back a final draft ordinance for review. After consultation with the City Attorney, it was determined that this ordinance could fit into Section 50.035 of the City Code of Laws under a new section, (I)- and could be enforced using the procedures for nuisance abatement as described in Sections 50.036-50.040. Violators of this ordinance will be sent a violation notice and an order to abate. They would have 15 days to comply with the order to abate and could appeal the order to the Board of Adjustment within that 15-day time period. Code Enforcement staff would work with property owners on a schedule to abate the nuisance. Violators can also request the City abate the nuisance. If the nuisance remains unabated, then the City would hire a contractor to address the matter and send a bill to the property owner for the cost of abatement. If the bill is not paid, then the cost will be recorded as a lien against the property. Unpaid liens cannot be collected after a ten-year time period has passed.

## Fiscal Impact

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

## Manager/Staff Recommendation

Staff recommends adoption and approval of the updated ordinance.

## Attachments

1. City Code of Laws Section 50.035 Red Lines
2. A Resolution for Amendment to the Code of Ordinances of the City of Mount Holly (3-10-25)

50.035 ABATEMENT OF PUBLIC NUISANCES.

The existence of any of the following conditions on any parcel of land, whether the same shall be developed or undeveloped, located within the corporate limits, is hereby declared to be dangerous and prejudicial to public health or safety and to constitute a public nuisance:

(A) The uncontrolled growth of weeds, grass, vines or other vegetation to a height of 12 inches or more located within 100 feet of any residence, business or public right-of-way, or located anywhere within a lot or parcel being one acre or less, causing or threatening to cause a hazard detrimental to the public health or safety;

(B) Any accumulation of animals or vegetable matter that is offensive by virtue of odor or vapors or which is inhabited by rodents, snakes or vermin of any kind;

(C) Open wells;

(D) An accumulation of stagnant water causing or threatening to cause inhabitation thereof by mosquito or mosquito larvae;

(E) Any condition detrimental to the public health, safety and welfare, or which violates the rules and regulations promulgated by the County Health Department, the state or the federal government;

(F) Any accumulation of combustible items such as mattresses, boxes, paper, automobile tires and tubes, garbage, trash, refuse, rubbish, brush, old clothes, rags or any other combustible materials or objects of a like nature;

(G) Any furniture, appliances or other metal products of any kind or nature openly kept which have jagged edges of metal or glass, or areas of confinement; and

(H) Any accumulation of garbage, refuse, rubbish, waste, scrap materials or similar items not placed or stored in compliance with §§ 50.001 through 50.008 or 50.020 through 50.023 causing or threatening to cause a hazard detrimental to the public health or safety.

(I) "(I) Any tree or portion of a tree that is dead; diseased; infested; otherwise causing a hazard to public health, safety, or welfare; projecting into a public street or right of way; shading or obstructing a street light; obstructing vision of traffic signs or signals; interfering with the passage of pedestrians on any street or sidewalk; or obstructing the view of operators of vehicles of any street or intersection."

**A Resolution for Amendment to the Code of Ordinances of the City of Mount Holly**

WHEREAS, the City Code for the City of Mount Holly was codified and supplemented through September 9, 2024, and;

WHEREAS, the City Council desires to amend Chapter 50, Garbage, Refuse and Waste, to add new subsection (I) and include the following language in the subsection: "Any tree or portion of a tree that is dead; diseased; infested; otherwise causing a hazard to public health, safety, or welfare; projecting into a public street or right of way; shading or obstructing a street light; obstructing vision of traffic signs or signals; interfering with the passage of pedestrians on any street or sidewalk; or obstructing the view of operators of vehicles of any street or intersection", and;

NOW THEREFORE, be it resolved that the City Code of Mount Holly is hereby amended to include all amendments, and the same shall be republished to include all such amendments.

Adopted this the ___ day of _______, 20___.

CITY OF MOUNT HOLLY

By: ______________________________________
David Moore, Mayor

Attest: ____________________________________
Tara Douglas, City Clerk

Upon motion by:

Second by:

Vote:

# Regular Meeting
# Agenda Action Form

| Meeting Date | From |
| --- | --- |
| March 10, 2025 | Jonathan Blanton, City Manager<br>City Management |

## NEW BUSINESS Item # 2

City Manager Report

## 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

None