



April 14, 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

April 14, 2025 | 7:00 PM
Municipal Complex - Council Chambers
400 East Central Avenue
Mount Holly, NC 28120

CALL TO ORDER

INVOCATION:

PLEDGE OF ALLEGIANCE:

SET THE AGENDA

CONSENT AGENDA

1. Proclamation Recognizing Arbor Day 2025
2. Call for a Public Hearing to Update Sections 153.031-F & 153.086 of the City's Subdivision Ordinance to Update the Process for Receiving As-Builts. Case # TA-25-3.
3. Call for a Public Hearing to amend 153.083A and 153.084A of the Subdivision Ordinance to require water & sewer infrastructure to be installed, inspected, and approved before construction is permitted to begin. Case # TA-25-4.
4. Approval of Imagery Phase 3 Bond Release
5. Approval to apply for the GCLMPO's Combined Congestion Mitigation and Air Quality (CMAQ) grant program to support the Dutchman's Creek Greenway Expansion project.
6. Approval of release of two liens for nuisance abatement
 - 507 West Henry Street - Parcel ID# 181830 (two liens)
7. Approval of Interlocal Agreement for HOME Consortium Program
8. Position Allotment Changes
9. Approval of Minutes - Council Meeting March 24, 2025
10. Approval of Minutes - City Council Retreat February 28, 2025

PRESENTATIONS

1. Update from the Mount Holly Police Foundation

Reeves McGlohon

2. Presentation of the OSHA Public Sector SHARP 10-Year Recertification Award to the Mount Holly Police Department

North Carolina Labor Commissioner- Luke Farley



City of Mount Holly City Council Regular Meeting

April 14, 2025 | 7:00 PM
Municipal Complex - Council Chambers
400 East Central Avenue
Mount Holly, NC 28120

PUBLIC HEARING

1. 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.

Brandon Livingston
Ethan McGee

2. Public Hearing to Consider an Update to the City's Land Use Map to include Parcel # 182052, 309218, & 183600. Case # LUM 25-1.

Paul Lowe

3. 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. The latter update would provide buffer standards for utility equipment and storage yards, and provide a new note for this use. Case #TA-25-2.

Joshua Blackwell

PUBLIC COMMENT –Three (3) Minute Limit

OLD BUSINESS

1. Update on the Upset Bid Process for 131 S. Main Street
2. Consideration of Kinetix Lease Renewal

Jonathan Blanton

Jonathan Blanton

NEW BUSINESS

1. Discussion of Property Management Options on East Central Avenue
2. City Manager Report

Jonathan Blanton

Jonathan Blanton

ADJOURN



Regular Meeting Agenda Action Form

Meeting Date

April 14, 2025

From

Tara Douglas, City Clerk
City Clerk

CONSENT AGENDA Item # 1

Proclamation Recognizing Arbor Day 2025

Will this require a public hearing?

No

Background/Purpose of Request

Proclamation recognizing Arbor Day

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. 2025 CELEBRATE ARBOR DAY IN MOUNT HOLLY



PROCLAMATION TO CELEBRATE
ARBOR DAY IN MOUNT HOLLY, NORTH CAROLINA

Whereas, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

Whereas, this holiday called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

Whereas, Arbor Day is not observed throughout the nation and the world, and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperatures, clean the air, produce life saving oxygen, and provide a habitat for wildlife, and

Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

Whereas, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal.

Now, Therefore, I David Moore, Mayor of the City of Mount Holly, do hereby proclaim Friday, April 25, 2025 Arbor Day in the City of Mount Holly, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

Further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

This the 14th day of April, 2025.

David Moore, Mayor

Attest:

Tara Douglas, NCCMC

City Clerk



Regular Meeting Agenda Action Form

Meeting Date

April 14, 2025

From

Paul Lowe, Assistant Planning Director
Planning

CONSENT AGENDA Item # 2

Call for a Public Hearing to Update Sections 153.031-F & 153.086 of the City's Subdivision Ordinance to Update the Process for Receiving As-Builts. Case # TA-25-3.

Will this require a public hearing?

No

Background/Purpose of Request

This update to Sections 153.031-F & 153.086 of the Subdivision Ordinance would outdated terminology in these sections, while improving the clarity for the process of submitting as builts, which are the plans of completed water/sewer infrastructure. This update would assist both staff & the development community alike to have a better understanding of this process, which will hopefully limit confusion & inefficiencies in the future. Staff has worked with Public Works staffers to help develop the language for this update to ensure that the proposed amendment would be beneficial to both Planning & Public Works. GIS Technician II Beth Ann Winebarger & Site Inspector Steven Haynie worked to develop the language that is being presented. At their April 7th meeting, the Planning Commission voted to recommend approval of this call. If this call is approved by Council, the Planning Commission would hear this case at their May 5th, and by the City Council at your May 12th meeting.

Fiscal Impact

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

Manager/Staff Recommendation

Approve the requested call for the public hearing.

Attachments

1. Application and Redlines.



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

Date Filed: **3-26-25.**

Application Number: **TA-25-3**

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

1. The amendment is found in the City of Mount Holly Subdivision Ordinance relating to:
amend Sections 153.031-F & 153.086 of the Subdivision Ordinance.
2. The following statement best describes what you would like the text amendment to reflect:
The proposed amendment submitted by staff would amend Sections 153.031-F & 153.086 of the Subdivision Ordinance regarding as-built plan submittals. These proposed changes would provide clarification about the submittal materials and procedures.
3. Name: **Beth Ann Winebarger, GIS Technician II**

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

704-951-3026

Phone Number

Beth Ann Winebarger

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.

§ 153.031 EFFECTS OF APPROVALS; PREREQUISITES.

(F) As-built plans.

Digital files ~~(on CD)~~ of the final, as-built construction drawings shall be submitted with all as-built plans. Digital file format shall be compatible with the latest AutoCAD version and be capable of input into ~~ESRI Arcview, latest version~~ latest ESRI desktop software. Digital files shall contain all water, sanitary sewer, storm drainage, and street design information as shown on the as-built plans. At least one digital file shall contain all improvements shown in an overall drawing (similar to AutoCAD model space) to allow input into the City's utility mapping system. These files should be given to the Utilities Department ~~as well as~~ or the GIS Section. ~~Coordinator~~

The City may choose to hold construction permits, delay water meter installation, withhold Certificate of Occupancy permits ~~CO's~~ or take other actions as deemed appropriate if as-built plans and the corresponding digital files have not been submitted after construction permits have been released for 80% of the developable lots in a subdivision phase. For commercial, industrial, multi-family or other type projects, Certificate of Occupancy permits may be held until as-builts, corresponding digital files and all appropriate testing reports are submitted.

§ 153.086 "AS-BUILT" DRAWINGS.

A. "As-Built" drawings for water, sewer, drainage and BMP (Best Management Practice) facilities ~~SCM/SWM facilities~~ must be submitted in order to obtain final acceptance from the City. The City is under no obligation to permit water/sewer connections or maintain any infrastructure until final acceptance.

B. "As-Built" drawings should meet the items listed for detailed design drawings as well as:

1. Remove "Proposed" from all manholes, pipes, etc.
2. Distances should scale within five (5) feet along with corrected stations shown on plan & profile view.
3. All installed pipe sizes, pipe materials, and pipe locations shall be indicated.
4. Water and sewer connections shall be shown in plan view and labeled (or appropriate symbol used).
5. On the plan view, show stations on all water line valves, tees, bends, hydrants, etc. (Ex: Sta. 10+45 8" Gate Valve).
6. Label all valves as "gate valves" or "butterfly valves" in the plan view.
7. "As-Built" stations for all sanitary sewer manholes shall be shown on plan view and profile views (Ex: MH Sta. 3+01.59).
8. Profile view for sanitary sewer shall have "As-Built" elevation for manhole inverts, rim elevations, and vent elevations.
9. "As-Built" manhole invert elevations for all incoming and outgoing lines shall be shown in profile view (only centerline elevation for sewer required unless there is a drop invert).

10. "As-Built" grades shall be shown in profile view with grades carried out two decimal places (Ex: 2.68%).

11. Changes in horizontal alignment of water, sewer, and storm drainage shall be shown in plan view.

12. "As-Built" grades, inverts, and locations of all storm drainage structures (storm lines, catch basins, yard inlets, pond volumes, riser elevations, spillway elevation, etc.) shall be shown in plan and/or profile view.

C. Water, Sewer, and Stormwater Acceptance Documentation

1. Sealed As-Built Plans Certified surveyed "As-built" plans and profiles, sealed by a Professional Land Surveyor, shall be furnished to the Utilities Department by the Engineer upon completion for acceptance of the public system by the City.

D. Required Digital and Hard Copies

1. Final As-Built Plans – 2x Paper sets
2. Digital* PDF File As-Built
3. Digital* CAD File As-Built
4. Data file denoting the GPS coordinates (table of values/~~and~~ shapefile)
5. Installed per plans statement
6. Copy of permit(s) Water/Sewer
7. Applicant certification(s) Water/Sewer
8. Engineers Certifications(s) Water/Sewer
9. Inspection reports
10. Water test sample results

*Digital copies will need to be submitted via usb 3.0 or greater flash drive ~~and~~ or cloud based file transfer.

E. Notes on Project Phasing: Acceptance occurs after water and sewer infrastructure is installed, inspected/tested and the required supporting documentation has been received. Phases of construction must extend from and/or connect to existing (or concurrently accepted) infrastructure to be considered for acceptance.



Regular Meeting Agenda Action Form

Meeting Date

April 14, 2025

From

Paul Lowe, Assistant Planning Director
Planning

CONSENT AGENDA Item # 3

Call for a Public Hearing to amend 153.083A and 153.084A of the Subdivision Ordinance to require water & sewer infrastructure to be installed, inspected, and approved before construction is permitted to begin. Case # TA-25-4.

Will this require a public hearing?

No

Background/Purpose of Request

This proposed text amendment has been submitted by staff and would specify the required time for underground utilities, water and sewer, to be installed for commercial and multifamily projects.

The City has encountered projects recently in which water & sewer infrastructure has been installed before it has been inspected by City staff. This amendment would update Sections 153.083A and 153.084A of the Subdivision Ordinance to mandate that these improvements be inspected and approved by City staff before any construction can occur.

Staff would request that the City Site Inspector inspect and approve the installation before the foundation is poured as well.

The Planning Commission at their April 7th meeting, voted to recommend approval of the call.

If this call is approved, the Planning Commission would hear this case at their May 5th, and by the City Council at your May 12th regular meeting.

Fiscal Impact

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

Manager/Staff Recommendation

Staff supports that a favorable approval regarding this call be given by City Council.

Attachments

1. Utility Installation Requirement Text Amendment Application
2. Section 153.083A - Water (Redlines)
3. Section 153.084A - Sewer (Redlines)



APPLICATION FOR TEXT AMENDMENT
CITY OF MOUNT HOLLY, NORTH CAROLINA

Date Filed: **3-24-2025**. Application Number: **TA-25-4**.

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

1. The amendment is found in the City of Mount Holly Subdivision Ordinance relating to:
Amend Sections 153.083A and 153.084A of the Subdivision Ordinance to require water and sewer infrastructure to be installed, inspected, and approved before construction is permitted to begin.
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 specify the required time for underground utilities, water and sewer, to be installed for commercial and multifamily projects.**
3. Name: **Brandon Livingston, Planner II.**
Address: **400 E Central Avenue Mount Holly, NC 28120.**

704-951-3017
Phone Number

Brandon Livingston
Signature of Applicant

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

§ 153.083 WATER.

(A) *Generally.*

(1) Water design shall be in accordance with and shall meet all requirements of the State Administrative Code. It is the responsibility of the design engineer to ensure that these standards are met. In cases where statements herein conflict with such requirements, the more restrictive shall apply. A State Professional Engineer must sign and seal all water main construction plans and revisions submitted for city review.

(2) Water mains and appurtenances in a private road shall be installed and adjusted in the same manner as in publicly maintained streets. The water lines shall be encased in a 30-foot easement dedicated and accepted by the city.

(3) Water mains shall be extended to the end of the development (or across the frontage of the proposed development) to allow for future extensions, as determined by the city.

(4) Easement widths shall be a minimum of 30 feet. Large diameter pipes or deeper installations may require additional easement widths as required by the city.

(5) Water main designs shall consider the possibility of future road widening; projection of future street grades may require increased depth of pipe installation or additional easements.

(6) Water mains shall be extended in such a manner to accommodate future development. Blow-offs or hydrants shall be installed at the end of water mains to allow for flushing.

(7) Water installation must be completed before the foundation is poured for all new build commercial and multifamily projects, and inspected/approved by the City Site Inspector.

§ 153.084 SEWER.

(A) Generally.

(1) Sewer design shall be in accordance with and shall meet all requirements of the NCDENR Gravity Sewer Minimum Design Criteria. It is the responsibility of the design engineer to ensure that these standards are met. In cases where statements herein conflict with such requirements, the more restrictive shall apply. A state Professional Engineer must sign and seal all sewer main construction plans and revisions submitted for city review.

(2) Sewer mains, manholes and cleanouts in a private road shall be installed and adjusted in the same manner as in publicly maintained streets and a 30-foot sewer easement dedicated to the city for maintenance purposes.

(3) Sewer mains shall be extended to the end of the development (or across the frontage of the proposed development) to allow for future extensions, as determined by the city.

(4) Easement widths shall be a minimum of 30 feet. Large diameter pipes or deeper installations require additional easement widths, as shown in the standard details and as required by the city.

(5) Sewer main designs shall consider the possibility of future road widening. Projection of future street grades may require increased depth of pipe installation or additional easements.

(6) Sewer design must be consistent with overall needs of watershed. The engineer shall furnish topographic maps, zoning maps and design data to substantiate sizing of all watershed outfalls.

(7) Sewer main in streets shall be extended to the far reach of property, if it could be extended in the future, to serve the remainder of the drainage basin. Sewer outfalls serving a drainage basin shall also be extended to the far property line.

(8) Sewer service to developed property shall be achieved by gravity sewer unless otherwise specifically approved in writing by the city. Low pressure sewer systems are not an alternative and will not be accepted. Pump stations, if approved by the city, shall utilize Flygt City approved pumps.

(9) Sewer installation must be completed before the foundation is poured for all new build commercial and multifamily projects, and inspected/approved by the City Site Inspector.



Regular Meeting Agenda Action Form

Meeting Date

April 14, 2025

From

Robert Stewart, Deputy Utility Director
Utility Department

CONSENT AGENDA Item # 4

Approval of Imagery Phase 3 Bond Release

Will this require a public hearing?

No

Background/Purpose of Request

Lennar has requested the release of the Letter of Credit #IS000144564U for \$729,883.80, which consists of Imagery Phase 3 Maps 1-2, lots 259-273 and 447-663. All infrastructure has been installed and inspected to meet Mount Holly standards and specifications.

Fiscal Impact

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

Manager/Staff Recommendation

Recommend release of the Letter of Credit to Lennar Carolinas, LLC and accept infrastructure for maintenance at Imagery Phase 3. LOC #IS000144564U Maps1-2 lots 259-273 and 447-663

Attachments

1. Imagery Phase 3 Bond Release



MEMO

TO: Robert Stewart

FROM: Steven Haynie

DATE: March 31, 2025

RE: Imagery Bond Release (Phase 3)

Robert,

Lennar has requested the release of its Letter of Credit (LOC) for Imagery Phase 3. The Letter of Credit number is IS000144564U and consists of Imagery Phase 3 Maps 1-2, lots 259-273 and 447-663. All infrastructure, including water, sewer, drainage, and roadways, has been installed and built per Mount Holly standards and specifications. I approve the release of this Letter of Credit in the amount of \$729,883.80.

Steven Haynie/Site Inspector



Steven Haynie <steven.haynie@mtholly.us>

IMG Phase 3 Bond Release Request

2 messages

John Cooper <john.cooper@lennar.com>
To: Steve Utilities <steven.haynie@mtholly.us>

Good afternoon sir,

I forget what specifically you needed for the bond release request and cancelation of LOC but here is what I have.

Also we should have those two items for phase 4 completed by the end of the month. Please let me know if you need anything else. Also when we could expect this back if all is well.

Imagery, Phase 3, Maps 1-2 Improvements	IS000144564U	\$729,883.80	<u>9/27/24</u>	City of Mount Holly		Streets, Sidewalk, Drainage/Storm, W: Control
					Wells Fargo - Evergreen	

Thank you,

John Cooper
Land Development Manager

LENNAR

John.Cooper@Lennar.com
Mobile 704-618-0044

6701 Carmel Road Ste 425
Charlotte, NC 28226

John Cooper <john.cooper@lennar.com>
To: Steve Utilities <steven.haynie@mtholly.us>

Mon, Mar 17, 2025 at 1:06 PM

Thanks again for the call. See email below with the information on the bond for Phase 3.

Thank you,

John Cooper
Land Development Manager

LENNAR

John.Cooper@Lennar.com
Mobile 704-618-0044

11605 N. Community House Road
Suite 400
Charlotte, NC 28277

From: John Cooper
Sent: Monday, July 8, 2024 5:27 PM
To: Steve Utilities <steven.haynie@mtholly.us>
Subject: IMG Phase 3 Bond Release Request

[Quoted text hidden]



Wells Fargo Bank, N.A.
U.S. Trade Services
Standby Letters of Credit
401 N. Research Pkwy, 1st Floor
MAC D4004-017,
Winston-Salem, NC 27101-4157
Phone: 1(800) 776-3862 Option 2
E-Mail: sbic-new@wellsfargo.com

Irrevocable Standby Letter Of Credit

Number : IS000144564U
Issue Date : September 28, 2020

BENEFICIARY	APPLICANT
CITY OF MOUNT HOLLY (THE "CITY") 400 EAST CENTRAL AVENUE MOUNT HOLLY, NORTH CAROLINA 28120	LENNAR CAROLINAS, LLC 6701 CARMEL ROAD, SUITE 425 CHARLOTTE, NORTH CAROLINA 28226

LETTER OF CREDIT ISSUE AMOUNT USD 729,883.80 EXPIRY DATE SEPTEMBER 27, 2021

LADIES AND GENTLEMEN:

PROJECT NAME: IMAGERY PHASE 3, MAPS 1-2 IMPROVEMENTS

WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT IN YOUR FAVOR IN THE AGGREGATE AMOUNT UP TO USD SEVEN HUNDRED TWENTY NINE THOUSAND EIGHT HUNDRED EIGHTY THREE AND 80/100 US DOLLARS (\$729,883.80).

WE HAVE BEEN INFORMED THAT THE TERM "AGREEMENT" MEANS THAT CERTAIN IMAGERY SUBDIVISION AGREEMENT PHASE 3, MAPS 1-2, LOTS 259-273 AND 447-463 DATED JULY 20, 2020 BY AND BETWEEN LENNAR CAROLINAS, LLC ("DEVELOPER") AND CITY OF MOUNT HOLLY ("CITY").

THIS LETTER OF CREDIT IS AVAILABLE BY YOUR DRAFT(S) AT SIGHT DRAWN ON US, SIGNED BY THE CITY OF MOUNT HOLLY, AND PRESENTED FOR PAYMENT AT OUR COUNTERS WHEN ACCOMPANIED BY THIS LETTER AND THE FOLLOWING DOCUMENTATION:

THIS ORIGINAL LETTER OF CREDIT WITH ALL AMENDMENTS THERETO AND A STATEMENT ON BENEFICIARY'S LETTERHEAD, DULY AND MANUALLY SIGNED AND DATED ON BEHALF OF BENEFICIARY BY ITS MAYOR OR CITY MANAGER SIGNING AS SUCH CONTAINING THE FOLLOWING LANGUAGE: "THE UNDERSIGNED CERTIFIES THAT LENNAR CAROLINAS, LLC HAS FAILED TO COMPLETE THE IMPROVEMENTS FOR IMAGERY – PHASE 3, MAPS 1-2, IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF MOUNT HOLLY CODE, THE TERMS AND CONDITIONS OF THE AGREEMENT AND THE FINANCIAL ESTIMATE BY APPLICANT'S ENGINEER DATED JULY 2, 2020 AND PREPARED BY DPR ASSOCIATES."

WE HEREBY ENGAGE WITH YOU THAT DRAFT(S) DRAWN UNDER AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE LETTER OF CREDIT WILL BE DULY HONORED BY THE UNDERSIGNED IF PRESENTED BEFORE OUR CLOSE OF BUSINESS ON OR BEFORE SEPTEMBER 27, 2021 AT OUR COUNTERS AT EITHER OF OUR FOLLOWING LOCATIONS:



WELLS FARGO BANK, N.A.
U.S. TRADE SERVICES
STANDBY LETTERS OF CREDIT
401 N. RESEARCH PKWY
WINSTON-SALEM, NC 27101

OR

WELLS FARGO BANK, N.A.,
INTERNATIONAL TRADE OPERATIONS
1525 WEST W.T. HARRIS BOULEVARD
1ST FLOOR MAC D1109-011
CHARLOTTE, NC 28262-8522

IF DOCUMENTS ARE PRESENTED TO THE CHARLOTTE, NC LOCATION, THEY MUST ALSO BE FAXED BY THE BENEFICIARY TO 844-879-5593 THE SAME DAY IN ORDER TO BE DEEMED A PRESENTATION.

DRAFTS MUST BE DULY AND MANUALLY SIGNED AND MARKED "DRAWN UNDER WELLS FARGO BANK, N.A. LETTER OF CREDIT NUMBER IS000144564U, DATED SEPTEMBER 28, 2020" AND MUST BE PRESENTED TOGETHER WITH THE DOCUMENTS AS SPECIFIED. IN THE EVENT THAT ANY DRAFT DRAWN ON THIS LETTER OF CREDIT IS DISHONORED, WE WILL PROVIDE TO YOU WITHOUT DELAY A WRITTEN STATEMENT TO THE REASONS FOR SUCH DISHONOR BY DELIVERING THE STATEMENT TO THE CITY OF MOUNT HOLLY VIA FACSIMILE.

THIS CREDIT SHALL EXPIRE SEPTEMBER 27, 2021, PROVIDED THAT IT SHALL BE DEEMED AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR AN ADDITIONAL PERIOD OF ONE (1) YEAR FROM THE INITIAL AND EACH FUTURE EXPIRATION DATE UNLESS, NOT LESS THAN SIXTY (60) DAYS PRIOR TO THE THEN-RELEVANT EXPIRATION DATE, WELLS FARGO BANK, N.A. NOTIFIES THE CITY OF MOUNT HOLLY BY CERTIFIED MAIL, OVERNIGHT COURIER, OR OTHER MANNER SHOWING PROOF OR CONFIRMATION OF DELIVERY, THAT THE BANK ELECTS NOT TO EXTEND THIS CREDIT FOR AN ADDITIONAL PERIOD. UPON THE CITY'S RECEIPT OF SUCH NOTIFICATION, THE CITY MAY DRAW ITS SIGHT DRAFT ON BANK PRIOR TO THE THEN-RELEVANT EXPIRATION DATE FOR THE UNUSED BALANCE OF THIS LETTER OF CREDIT, WHICH SHALL BE ACCOMPANIED BY THE ORIGINAL LETTER OF CREDIT WITH ALL AMENDMENTS THERETO AND THE CITY'S MANUALLY SIGNED AND DATED WRITTEN STATEMENT ON CITY'S LETTERHEAD THAT "THE CITY OF MOUNT HOLLY RECEIVED THE NOTIFICATION OF WELLS FARGO BANK, N.A.'S ELECTION NOT TO EXTEND THIS LETTER OF CREDIT."

THIS CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES (ISP98), ICC PUBLICATION NO. 590 AND TO THE EXTENT NOT INCONSISTENT THEREWITH, ARTICLE 5 OF THE UNIFORM COMMERCIAL CODE OF THE STATE OF NORTH CAROLINA.

Very Truly Yours,

WELLS FARGO BANK, N.A.

By:


Authorized Signature

HANS FORSBERG
ASSISTANT VICE PRESIDENT

The original of the Letter of Credit contains an embossed seal over the Authorized Signature.



Please direct any written correspondence or inquiries regarding this Letter of Credit, always quoting our reference number, to **Wells Fargo Bank, National Association**, Attn: U.S. Standby Trade Services

at either 794 Davis Street, 2nd Floor
MAC A0283-023,
San Leandro, CA 94577-6922

or 401 N. Research Pkwy, 1st Floor
MAC D4004-017,
WINSTON-SALEM, NC 27101-4157

Phone inquiries regarding this credit should be directed to our Standby Customer Connection Professionals

1-800-776-3862 Option 2
(Hours of Operation: 8:00 a.m. PT to 5:00 p.m. PT)

1-800-776-3862 Option 2
(Hours of Operation: 8:00 a.m. EST to 5:00 p.m. EST)



Regular Meeting Agenda Action Form

Meeting Date

April 14, 2025

From

Paul Lowe, Assistant Planning Director
Planning

CONSENT AGENDA Item # 5

Approval to apply for the GCLMPO's Combined Congestion Mitigation and Air Quality (CMAQ) grant program to support the Dutchman's Creek Greenway Expansion project.

Will this require a public hearing?

No

Background/Purpose of Request

The Gaston-Cleveland-Lincoln MPO has provided funds for local governments via their Combined Congestion Mitigation and Air Quality (CMAQ). This grant program provides funds-which local governments can apply in the amount of \$1,376,754 for Lincoln & Gaston Counties, and can be used to support projects that help to lessen pollution and improve air quality in the region. Approved projects per the program include various pedestrian improvements including- sidewalks, greenways, and pedestrian bridges. The deadline to apply is April 30th and staff would like to submit the Dutchman's Creek Greenway Expansion project for consideration. Staff believes that this project meets many of the MPO's requirements, and if the funding, if provided, would help to offset costs borne by the City.

Fiscal Impact

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

Manager/Staff Recommendation

Staff seeks City Council's approval to apply for the GCLMPO's Combined Congestion Mitigation and Air Quality (CMAQ) and Carbon Reduction Program (CRP) grant program to support the Dutchman's Creek Greenway Expansion project.

Attachments

None



Regular Meeting Agenda Action Form

Meeting Date

April 14, 2025

From

Joshua Blackwell, Planner I
Planning

CONSENT AGENDA Item # 6

Approval of Release of Two Liens for Nuisance Abatement

- 507 West Henry Street - Parcel ID# 181830 (Two Liens)

Will this require a public hearing?

No

Background/Purpose of Request

Staff is requesting that Council release two liens be placed on 507 West Henry Street, Gaston County Parcel ID: 181830 for the clearing of grass and weeds in violation of the City's nuisance ordinance under old Section 8-9 of the City Code. The city has received payment for the cost of the liens documented in Book 5388 page 774 and Book 5435 Page 419 at the Gaston County Register of Deeds.

Fiscal Impact

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

Manager/Staff Recommendation

Staff recommends the City Council release two liens placed on 507 West Henry Street.

Attachments

1. Book 5388 Page 774 - Lien Release - 507 West Henry Street
2. Book 5435 Page 419 - Lien Release - 507 West Henry Street

NORTH CAROLINA
GASTON COUNTY

RELEASE OF LIEN

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

THIS RELEASE, made and entered into this _____ day of _____ 20__, by and between CITY OF MOUNT HOLLY (Lienholder), Thoroughbred Partners LTD (Debtor);

WITNESSETH:

THAT, the City of Mount Holly previously filed an ordinance establishing lien upon property identified as Tax Parcel ID# 181830 known as 507 West Henry Street, which lien was filed on January 18, 2023 at 3:55 P.M. in Deed Book 5388, Page 774 in the Gaston County Public Registry; and, Current Property Owner's deed was filed on March 3, 2022 at 2:23 P.M. in Book 5316, Page 2230 in the Gaston County Registry; and,

THAT, all sums have been paid in full.

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

CITY OF MOUNT HOLLY

BY: _____
David Moore
Mayor, City of Mount Holly

STATE OF NORTH CAROLINA
COUNTY OF GASTON
ACKNOWLEDGMENT

NOTARY

I, _____, A Notary Public in and for said County and State, do hereby certify that David Moore personally came before me this day and acknowledged that he is the Mayor of the CITY OF MOUNT HOLLY, a North Carolina municipal corporation, and that by authority duly given, the foregoing instrument was signed on behalf of the said CITY in its name by its Mayor, sealed with its corporate seal.

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

My commission expires: _____
(seal)

Notary Public

NORTH CAROLINA
GASTON COUNTY

RELEASE OF LIEN

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

THIS RELEASE, made and entered into this _____ day of _____ 20__, by and between CITY OF MOUNT HOLLY (Lienholder), Regina Hampton (Debtor);

WITNESSETH:

THAT, the City of Mount Holly previously filed an ordinance establishing lien upon property identified as Tax Parcel ID# 181830 known as 507 West Henry Street, which lien was filed on September 19, 2023 at 4:25 P.M. in Deed Book 5435, Page 419 in the Gaston County Public Registry; and, Current Property Owner's deed was filed on March 3, 2022 at 2:23 P.M. in Book 5316, Page 2230 in the Gaston County Registry; and,

THAT, all sums have been paid in full.

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

CITY OF MOUNT HOLLY

BY: _____
David Moore
Mayor, City of Mount Holly

STATE OF NORTH CAROLINA
COUNTY OF GASTON
ACKNOWLEDGMENT

NOTARY

I, _____, A Notary Public in and for said County and State, do hereby certify that David Moore personally came before me this day and acknowledged that he is the Mayor of the CITY OF MOUNT HOLLY, a North Carolina municipal corporation, and that by authority duly given, the foregoing instrument was signed on behalf of the said CITY in its name by its Mayor, sealed with its corporate seal.

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

My commission expires: _____
(seal)

Notary Public



Regular Meeting Agenda Action Form

Meeting Date

April 14, 2025

From

Brian DuPont, Assistant City Manager
City Management

CONSENT AGENDA Item # 7

Approval of Interlocal Agreement for HOME Consortium Program

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. (2025) HOME Consortium - AGREEMENT

**INTERLOCAL AGREEMENT
CREATING CONSORTIUM FOR PARTICIPATING
IN HUD “HOME” PROGRAM**

THIS AGREEMENT, made and entered into on this _____ day of _____, 2025, by and between the City of Gastonia, a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter referred to as “Gastonia”; the City of Belmont a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter referred to as “Belmont”; the City of Bessemer City, a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter referred to as “Bessemer City”; the City of Cherryville, a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter referred to as “Cherryville”; the Town of Cramerton, a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter referred to as “Cramerton”; the Town of Dallas, a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter referred to as “Dallas”; the City of Kings Mountain, a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter referred to as “Kings Mountain”; the City of Lowell, a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter referred to as “Lowell”; the Town of McAdenville, a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter referred to as “McAdenville”; the City of Mount Holly, a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter referred to as “Mount Holly”; the Town of Ranlo, a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter referred to as “Ranlo”; the Town of Stanley, a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter referred to as “Stanley”; and Gaston County, a body politic of the State of North Carolina, hereinafter referred to as “County” (collectively, the “Participating Units”);

WITNESSETH:

THAT, WHEREAS, Article 20 of Chapter 160A of the General Statutes of North Carolina authorizes any unit of local government and any one or more other units of local government to enter into contracts or agreements with each other in order to execute any undertaking; and

WHEREAS, the United States Government, through the U.S. Department of Housing and Urban Development (“HUD”) administers a program known as the HOME Program which was created pursuant to Title II of the National Affordable Housing Act of 1990; and

WHEREAS, the rules promulgated pursuant to said act contemplate the creation of consortia by units of local government to allow units that do not otherwise qualify for participation in the HOME Program due to their size to so qualify, by the creation of a consortium; and

WHEREAS, the parties hereto are contiguous units of local government and otherwise meet the definition of governmental units which can qualify for the HOME Program through a consortium created for that purpose; and

WHEREAS, the basic purpose of the HOME Program is to expand the supply of decent, safe, and affordable housing, both owner occupied and rental housing for low and very low income citizens; and

WHEREAS, the parties hereto believe that it would be in their mutual best interest and in the best interest of their citizens to become eligible for this program and pursue available funding pursuant to the terms of the rules governing same.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the parties hereto do hereby covenant and agree as follows:

1. Purpose. The purpose of this agreement is to provide access to the HOME Program established by the National Affordable Housing Act of 1990 and administered by the United States Department of Housing and Urban Development and to comply with the rules promulgated by HUD pursuant to said act as found in 56 Federal Register, Page 65339, et. seq.
2. Term. This agreement covers the period necessary to carry out all activities that will be funded from funds awarded for three federal fiscal years and the parties hereto will remain in the consortium for the entire period. The program year start date for the consortium is 2026, and all members of the consortium are on the same program year for CDBG, HOME, ESG and HOPWA.
3. Renewal. Unless otherwise terminated by agreement in writing of all parties hereto or by termination of the HOME program by HUD, this agreement shall automatically be renewed for successive three-year qualification periods under the same terms and conditions. The parties agree that this agreement shall be amended to incorporate any changes necessary to meet the requirements for consortia agreements set forth in the Consortia Qualification Notice for any subsequent three-year qualification period. Any Participating Unit shall have the right to withdraw from the consortium at the beginning of any renewal period by giving notice in writing to Gastonia. For each renewal period, Gastonia shall, by the date specified in HUD's consortia designation notices, notify each of the Participating Units in writing of its right not to participate for that renewal period and shall provide copies of all such notifications to HUD.
4. Participation. Gastonia, Belmont, Bessemer City, Cherryville, Cramerton, Dallas, Kings Mountain, Lowell, McAdenville, Mount Holly, Ranlo and Stanley shall only participate in the Down Payment Assistance, which shall provide down payment assistance to the

residents, and the Rehabilitation Loan Program which shall provide rehabilitation assistance to existing homeowners of said municipalities. Said municipalities shall not participate in any other programs or qualify for any other types of assistance available through the HOME Program.

5. Lead Entity. Gastonia shall be designated as the lead entity for purposes of the HOME Program and shall assume overall responsibility for ensuring that the HOME Program is carried out in compliance with all applicable rules promulgated by HUD and other requirements, including, but not limited to, the requirements concerning a consolidated plan in accordance with HUD regulations in 24 CFR Parts 91 and 92, respectively, and the requirements of 24 CFR 92.350 (a) (5).
6. Statement of Capacity. As an “entitlement city” under the HUD Community Development Block Grant Program, HUD has determined that the City of Gastonia has the capacity to execute the administration of the HOME Program.
7. Cooperation. The parties hereto shall cooperate in executing such documents and providing such information to HUD as may be required to qualify the consortium created hereby for participation in the HOME Program. Furthermore, the parties hereby certify that they will affirmatively further fair housing.
8. Policy Review Board. A policy review board shall be established by the parties which shall develop policies and procedures for the administration of this agreement and the HOME program.
9. Merger Clause. This agreement contains the entire agreement and understanding between the parties hereto and may be amended only by a subsequent written document executed by all parties. There are no oral understandings, terms or conditions between the parties that are not set forth herein and none of the parties has relied upon any representatives, expressed or implied, not contained in this agreement. Any prior agreements between any of the parties hereto for the services provided for hereby are deemed merged into this agreement and shall not be enforced except as they may be consistent herewith.
10. Counterparts. This agreement may be simultaneously executed in sufficient counterparts, one of which being retained by each of the parties hereto and each of which so executed shall be deemed to be an original and shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in their respective names by their duly authorized officers and to have their seals hereunto affixed, all on the day and year first above written.

CITY OF GASTONIA

By: _____
Mayor Richard Franks

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

STATE OF NORTH CAROLINA

COUNTY OF GASTON

I, _____, a Notary Public of the aforesaid State and County do certify that _____, personally came before me and acknowledged that he/she is the City Clerk of the City of Gastonia, a North Carolina Corporation, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by its City Clerk.

Witness my hand and official stamp or seal, this the ____ day of _____, 2025.

Notary Public

My commission expires: _____

SEAL

GASTON COUNTY

By: _____
County Manager

ATTEST:

CLERK TO THE BOARD

APPROVED AS TO FORM:

COUNTY ATTORNEY

STATE OF NORTH CAROLINA

COUNTY OF GASTON

I, _____, a Notary Public of the aforesaid State and County, do certify that _____ personally came before me this day and acknowledged that he/she is the Clerk of the Gaston County Board of Commissioners and that pursuant to a resolution duly adopted by said Board, and as the act of Gaston County, the foregoing instrument was signed in its name by _____, County Manager, sealed with its corporate seal and attested by herself as Clerk.

Witness my hand and official stamp or seal, this the ____ day of _____, 2025.

Notary Public

My commission expires: _____

SEAL

CITY OF BELMONT

By: _____
Mayor Pro Tem

ATTEST:

CITY CLERK

STATE OF NORTH CAROLINA

COUNTY OF GASTON

I, _____, a Notary Public of the aforesaid State and County, do certify that _____ personally came before me this day and acknowledged that he/she is the City Clerk of the City of Belmont, a North Carolina Corporation, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its Mayor Pro Tem, sealed with its corporate seal and attested by its City Clerk.

Witness my hand and official stamp or seal, this the ____ day of _____, 2025.

Notary Public

My commission expires: _____

SEAL

CITY OF BESSEMER CITY

By: _____
Mayor

ATTEST:

CITY CLERK

STATE OF NORTH CAROLINA

COUNTY OF GASTON

I, _____, a Notary Public of the aforesaid State and County, do certify that _____ personally came before me this day and acknowledged that he/she is the City Clerk of the City of Bessemer City, a North Carolina Corporation, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by its City Clerk.

Witness my hand and official stamp or seal, this the ____ day of _____, 2025.

Notary Public

My commission expires: _____

SEAL

CITY OF CHERRYVILLE

By: _____
Mayor

ATTEST:

CITY CLERK

STATE OF NORTH CAROLINA

COUNTY OF GASTON

I, _____, a Notary Public of the aforesaid State and County, do certify that _____ personally came before me this day and acknowledged that he/she is the City Clerk of the City of Cherryville, a North Carolina Corporation, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by its City Clerk.

Witness my hand and official stamp or seal, this the ____ day of _____, 2025.

Notary Public

My commission expires: _____

SEAL

TOWN OF CRAMERTON

By: _____
Mayor

ATTEST:

CITY CLERK

STATE OF NORTH CAROLINA

COUNTY OF GASTON

I, _____, a Notary Public of the aforesaid State and County, do certify that _____ personally came before me this day and acknowledged that he/she is the City Clerk of the Town of Cramerton, a North Carolina Corporation, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by its City Clerk.

Witness my hand and official stamp or seal, this the ____ day of _____, 2025.

Notary Public

My commission expires: _____

SEAL

TOWN OF DALLAS

By: _____
Mayor

ATTEST:

CLERK

STATE OF NORTH CAROLINA

COUNTY OF GASTON

I, _____, a Notary Public of the aforesaid State and County, do certify that _____ personally came before me this day and acknowledged that he/she is the Clerk of the Town of Dallas, a North Carolina Corporation, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by its Clerk.

Witness my hand and official stamp or seal, this the ____ day of _____, 2025.

Notary Public

My commission expires: _____

SEAL

CITY OF KINGS MOUNTAIN

By: _____
Mayor

ATTEST:

CITY CLERK

STATE OF NORTH CAROLINA

COUNTY OF GASTON

I, _____, a Notary Public of the aforesaid State and County, do certify that _____ personally came before me this day and acknowledged that he/she is the City Clerk of the City of Kings Mountain, a North Carolina Corporation, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by its City Clerk.

Witness my hand and official stamp or seal, this the ____ day of _____, 2025.

Notary Public

My commission expires: _____

SEAL

CITY OF LOWELL

By: _____
Mayor

ATTEST:

CITY CLERK

STATE OF NORTH CAROLINA

COUNTY OF GASTON

I, _____, a Notary Public of the aforesaid State and County, do certify that _____ personally came before me this day and acknowledged that he/she is the City Clerk of the City of Lowell, a North Carolina Corporation, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by its City Clerk.

Witness my hand and official stamp or seal, this the ____ day of _____, 2025.

Notary Public

My commission expires: _____

SEAL

TOWN OF MCADENVILLE

By: _____
Mayor

ATTEST:

CLERK

STATE OF NORTH CAROLINA

COUNTY OF GASTON

I, _____, a Notary Public of the aforesaid State and County, do certify that _____ personally came before me this day and acknowledged that he/she is the Clerk of the Town of McAdenville, a North Carolina Corporation, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by its Clerk.

Witness my hand and official stamp or seal, this the ____ day of _____, 2025.

Notary Public

My commission expires: _____

SEAL

CITY OF MOUNT HOLLY

By : _____
Mayor

ATTEST:

CITY CLERK

STATE OF NORTH CAROLINA

COUNTY OF GASTON

I, _____, a Notary Public of the aforesaid State and County, do certify that _____ personally came before me this day and acknowledged that he/she is the City Clerk of the City of Mount Holly, a North Carolina Corporation, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by its City Clerk.

Witness my hand and official stamp or seal, this the ____ day of _____, 2025.

Notary Public

My commission expires: _____

SEAL

TOWN OF RANLO

By: _____
Mayor

ATTEST:

CLERK

STATE OF NORTH CAROLINA

COUNTY OF GASTON

I, _____, a Notary Public of the aforesaid State and County, do certify that _____ personally came before me this day and acknowledged that he/she is the Clerk of the Town of Ranlo, a North Carolina Corporation, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by its Clerk.

Witness my hand and official stamp or seal, this the ____ day of _____, 2025.

Notary Public

My commission expires: _____

SEAL

TOWN OF STANLEY

By: _____
Mayor

ATTEST:

CLERK

STATE OF NORTH CAROLINA

COUNTY OF GASTON

I, _____, a Notary Public of the aforesaid State and County, do certify that _____ personally came before me this day and acknowledged that he/she is the Clerk of the Town of Stanley, a North Carolina Corporation, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by its Clerk.

Witness my hand and official stamp or seal, this the ____ day of _____, 2025.

Notary Public

My commission expires: _____

SEAL

EXHIBIT A

City Manager
City of Gastonia
Post Office Box 1748
Gastonia, NC 28053

County Manager
Gaston County
128 West Main Avenue
Gastonia, NC 28052

City Manager
City of Belmont
1401 East Catawba Street
Belmont, NC 28012

City Manager
City of Bessemer City
132 West Virginia Avenue
Bessemer City, NC 28016

City Manager
City of Cherryville
116 South Mountain Street
Cherryville, NC 28021

Town Manager
Town of Cramerton
155 North Main Street
Cramerton, NC 28032

Town Manager
Town of Dallas
210 North Holland Street
Dallas, NC 28034

City Manager
City of Kings Mountain
Post Office Box 429
Kings Mountain, NC 28086

City Manager
City of Lowell
101 West First Street
Lowell, NC 28098

Town Clerk
Town of McAdenville
Post Office Box 9
McAdenville, NC 28101

City Manager
City of Mount Holly
400 East Central Avenue
Mount Holly, NC 28120

Town Manager
Town of Ranlo
1624 Spencer Mountain Rd.
Gastonia, NC 28052

Town Manager
Town of Stanley
Post Office Box 278
Stanley, NC 28164



Regular Meeting Agenda Action Form

Meeting Date

April 14, 2025

From

Michelle Wood, Finance Director, Jason Green,
Public Works Director, Alexis Hill, Human
Resources Director
Finance

CONSENT AGENDA Item # 8

Position Allotment Changes

Will this require a public hearing?

No

Background/Purpose of Request

Update the current approved position allotment for reclassification changes in the Public Works Department and add a temporary HR intern position.

Fiscal Impact

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

Manager/Staff Recommendation

Attachments

1. Copy of Position Allotment 4-8-2025

ADMINISTRATION : (23 Full, 2 Part, 3 PT Temp)		
Position	Positions Authorized FY 24-25	
City Manager		1
Assistant City Manager		1
HR Director		1
City Clerk		1
Finance Director		1
Deputy Finance Director		1
General Ledger Accountant		1
IT Director		1
Fiscal Analyst		1
Administrative Asst - Finance		1
Customer Service Specialist		1
Deputy City Clerk		1
Deputy Public Works Director of Building and Maintenance		1
Maintenance Technician		2
Electrician		1
Landscape Tech		1
Systems Administrator I		1
Deputy HR Director		1
Special Events Coordinator		1
Custodian		1
Revenue Collector (Part Time)		2
Intern (Part Time Temp)		3
Economic Development Director		1
Billing Analyst		1

PLANNING: (6 Full)		
Position		
Planning & Development Director		1
Deputy Planning Director		1
Planner I - CEPS		1
GIS Technician II		1
Planner II		1
Planning Technician		1

STREETS/SOLID WASTE (20 Full)		
Position		
Deputy Public Works Director of Streets & Solid Waste		1
Fleet Supervisor		1
Crew Leader		2
Solid Waste Worker I		11
Solid Waste Worker II		5

UTILITIES ADMINISTRATION (9 Full)		
Position		
Deputy Public Works Director of Utilities		1
Site Inspector		2
Stormwater Compliance Specialist II		1
Manager of Capital Projects and Inspections		1
Engineer		1
Senior Administrative Support Specialist		1
Meter Analyst		1
Public Works Director		1

FIELD SERVICES (14 Full)		
Position		
Field Division Operations Manager		1
Crew Leader		1
Utility Crew (Utility Tech I or II)		7
Meter Reader		1
Location Tech		1
Pump Specialist		1
Utility Superintendent		1
Pump Technician		1

POLICE (49 Full, 9 Part, 2 Auxiliary)		
Position	Positions Authorized FY 24-25	
Police Chief		1
Deputy Police Chief		1
Captain		2
Sergeant (includes 1 SRO)		7
Corporal (includes 1 SRO)		5
Patrol Officer (includes SRO and Detective)		19
Telecommunicator		8
Records Management Supervisor		1
PD Executive Assistant		1
CSI, Evidence and Accreditation Manager		1
PT Detective/Officer		4
Auxiliary Officer (No Benefits)		2
Crossing Guards - PT (No benefits)		5
Lieutenant		3

GARAGE (3 Full)		
Position		
Mechanic		1
Mechanic Assistant		1
Administrative Support Specialist		1

FIRE (41 Full 13 Part)		
Position		
Fire Chief		1
Deputy Fire Chief		1
Captain		10
Fire Marshal		1
Firefighter		24
Firefighter PT		13
Administrative Assistant		1
Fire Division Chief		3

PARKS & RECREATION (9 Full 12 Part)		
Position		
Recreation Superintendent		1
Athletic Coordinator		1
Recreation Maintenance Supervisor		1
Maintenance Technician		3
Recreation Specialist		2
Parks and Recreation Director		1
PT - Recreation Aide (no benefits)		12

WATER (7 Full)		
Position		
ORC		1
Plant Operator		6

WASTEWATER (3 Full)		
Position		
ORC		1
Plant Operator		2

Total Full Time Positions Allotted	184
Total Part Time Positions Allotted	39
Total Auxiliary Officer Positions Allotted	2
	225

CITY OF MOUNT HOLLY
CITY COUNCIL MEETING MINUTES
MONDAY, MARCH 24, 2025
COUNCIL CHAMBERS
6:30 PM

CALL TO ORDER

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

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

INVOCATION

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

PLEDGE OF ALLEGIANCE

Councilman Craig 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. Councilwoman Harris requested that item one on the Consent Agenda be moved to item one under Old Business. Mayor Moore entertained a motion to set the agenda as amended.

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

All Council members present and voting, voted in favor 5-1. (Motion Carried)

Aye: Councilman Hough, Councilman Reeves, Councilwoman Harris, Mayor Pro-Tem Shoemaker, and Councilman Meadows

Nay: Councilman Craig

CITY OF MOUNT HOLLY
CITY COUNCIL MEETING MINUTES
MONDAY, MARCH 24, 2025
COUNCIL CHAMBERS
6:30 PM

CONSENT AGENDA

- ~~1. Budget amendment for Property Acquisition.~~
2. Approval to apply for the North Carolina Amateur Sports-Youth Sports Grant
3. Adoption of the Cleveland, Gaston, Lincoln Regional Hazard Mitigation Plan
4. Approval to declare the 1998 Ladder Truck and 2002 Fire Engine as surplus property
5. Approval of Minutes from the March 10, 2025 Council Meeting

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

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

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

PRESENTATIONS

1. Consideration & Approval of the Updated Works Associated with the Creative Spaces Initiative. ***Paul Lowe***

Mr. Lowe presented the images of the artwork up for consideration. Mr. Lowe stated that staff is working to change out the art associated with the Creative Spaces Initiative. Mr. Lowe stated this is the second year of this program which seeks to spread the footprint of art through the placement of sculpture throughout the City. Mr. Lowe stated we currently have four locations, and will move to six locations, as two new locations come online at the Tuckaseege Park and at Arts on the Greenway. Mr. Lowe stated staff has checked with the leadership of Arts on the Greenway and Building Maintenance regarding the latter location, and have worked the Parks and Recreation Department to locate a new pad location at Tuckaseege Park, when one location decided not to work with us. Mr. Lowe stated staff is very appreciative of the Parks staff for working with them on this effort to ensure that they can bring six works to the City during the next fiscal year. Mr. Lowe stated that staff has also sent the six works to be reviewed by the leadership of the Parks and Recreation Department, which is supportive of the project. Mr. Lowe stated that if approved, we will have this project completed by the end of June. Mr. Lowe stated the PAAC reviewed the six proposed works at their meeting held on March 19th, 2025 and voted to recommend approval to the City Council.

Motion: Councilman Craig made a motion to approve the Updated Works Associated with the Creative Spaces Initiative. Councilman Meadows seconded the motion.

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

CITY OF MOUNT HOLLY
CITY COUNCIL MEETING MINUTES
MONDAY, MARCH 24, 2025
COUNCIL CHAMBERS
6:30 PM

2. Update Regarding the Reappointment Process for the Planning Commission.

Greg Beal

Mr. Beal stated that the City has a vacant Planning Commission position, which comprises one seat on a nine-seat board. Mr. Beal stated the Planning Commission differs from the other commissions and committees in that it is required by NC General Statutes as a land-use recommendation board, but other committees and commissions are not required under State law. Mr. Beal stated that five members of the Planning Commission serve on the Board of Adjustment, with the four remaining members serving as alternates in case of absences. Mr. Beal stated the Board of Adjustment presides over evidentiary hearings, such as special use permits, appeals and variances, with several of these taking place annually. Mr. Beal stated that staff currently has six applications in-hand from interested citizens. Mr. Beal stated that within the past year, the Planning Commission has updated its rules and procures, which is in tonight's agenda packet. Mr. Beal stated that staff is seeking Council's direction on proceeding with the vacancy appointment under the current process.

Mr. Beal reviewed the historical process stating that for the past several years, the City has advertised extensively on social media, in the monthly utilities bill, and on the City website when a vacancy on the Planning Commission takes place. Mr. Beal stated the City has also developed an application form for interested citizens to complete. Mr. Beal stated that having been a part of several vacancy-filling processes over nearly 24 years, he can say that at times, there are not a lot of citizens interested in serving and the board has gone several months without any interest whatsoever. Mr. Beal stated however, at other times, the City has received a lot of interest. Mr. Beal stated that other times, the City has chosen person to serve, only for them to give up the position at a later time, due to the commitment requirements.

Mr. Beal stated that once the applications are received, by the pre-determined cut-off date, the Planning staff schedules interviews with the applicants before the Planning Commission at a regularly scheduled public meeting. Mr. Beal stated there has been a limit to how many interviews are scheduled, and merit-based review of the applications has been applied in the past, in order to select the top several candidates for interviews before the Planning Commission. Mr. Beal stated that applicants are notified well in advance of the interview and meeting. Mr. Beal stated that some have decided to drop out of the process at this point. Mr. Beal stated that the interviews are conducted before the Planning Commission on an individual basis. Mr. Beal stated this gives the Planning Commission members a chance to answer questions such as "Why are you interested in serving?" "What area of land use interests you the most?" "Are you willing to meet the monthly meeting requirements and the annual training meeting?" Mr. Beal stated that each applicant leaves after his/her respective interview, and the board discusses candidates in an

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open meeting. Mr. Beal stated that at that point, one can submit a nomination through the form of a motion and second with a vote from the entire Planning Commission. Mr. Beal stated that the selected person then moves on as a recommended candidate to fill the position and that this recommendation is placed on the consent agenda for the next City Council meeting for the Council's consideration. Mr. Beal stated that if no nominations are given, staff asks that individuals submit ballots, ranking their preferred candidates in order. Mr. Beal stated that staff then tallies the votes in this scenario with the recommendation being formalized at this meeting; the recommended candidate to fill the position is then placed on the consent agenda at the next City Council meeting. Mr. Beal stated this process has served the Planning Commission well for at least 10 years.

Mr. Beal stated although this process is not solidified, it can easily be added to the Rules and Procedures. Mr. Beal stated that past processes have included a past-Mayor appointing members in the community and having Council approve this at their regularly scheduled meeting on the consent agenda. Mr. Beal stated that this process has its downside in that it does not give all citizens an equal opportunity to serve. Mr. Beal stated that the Chair and Vice-Chair have specific one-year term limits, but both can be reappointed by a majority vote. Mr. Beal stated that the Planning Commission members do not have term limits, and that the City tried this in the past, around 2005, only to dismiss three members, with no one interested in serving the vacant positions. Mr. Beal stated the City had to go back to the dismissed members and ask them to serve again, which not all did, and staff dealt with a reduced number of members for many months. Mr. Beal stated this certainly is not to say this scenario will happen again; it only notes this past issue as one example of term limits and vacancies.

Councilman Meadows asked if Mr. Beal has compared our process to any other cities? Mr. Beal stated that he found more cities who do it the "old way" and he has had other cities ask him about the City's process, and that they like the interview process.

Mayor Pro-Tem Shoemaker asked if there are any current applicants? Mr. Beal stated yes, there are six applications, with one gentleman indicating he is going to drop out.

Councilman Craig asked what are Mr. Beal's thoughts on term limits? Mr. Beal reiterated that around 2005 the City had an issue with term limits leading to long-term vacancies. Mr. Beal stated that with the Planning Commission, they really focus on training to help keep personal opinions aside. Mr. Beal stated that every year they have someone come in to do training and they invest approximately \$1,000-\$2,000 annually to train the board members. Mr. Beal stated there could be a term limit, like having two terms then sitting off for a year to be reappointed, but it has never come full circle because of the investment.

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Councilman Meadows stated that rank-choice voting was mentioned in the packet, and asked if it is possible to examine that and move towards the Robert's Rules of Order methodology to match what is in the ordinance for appointing a Councilmember? Mr. Beal stated that this could be addressed, but there have been instances in the past where there were no motions or nominations made. Councilman Meadows stated that if you look at Robert's Rules of Order you do not need a second there would just be a motion, and you would go until there is a majority candidate. Councilman Meadows stated that the rank-choice method could have the second person in the list being recommended so we should go through the universally accepted political process of Robert's Rules of Order. Mr. Beal stated that it would also be more transparent with Robert's Rules of Order so there is not a ballot vote, and rank-choice could give a second-choice candidate recommendation when tallying votes. Mr. Beal stated that he will get back with the Planning Commission and bring back information for the Council's consideration and review at a future City Council meeting.

OLD BUSINESS

1. Budget amendment for Property Acquisition

Michelle Wood

Motion: Councilman Reeves made a motion to not move \$3.5 million from the unassigned fund balance to the general fund balance for the purchase of the Stroupe and Sisk properties. Councilwoman Harris seconded the motion.

All Council members present and voting, voted against, 2-4. (Motion Failed)

Aye: Councilman Reeves, Councilwoman Harris

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

Mayor Pro-Tem Shoemaker stated that this is not voting to cancel the contract, this is looking at not paying for the contract that we are obligated to. Mayor Pro-Tem Shoemaker stated that she is not in support of defaulting on the agreement.

Mr. Blanton stated that he would like to put the total amounts for the contracts on the record as there has been a slight update from what is in Council's packet. Mr. Blanton stated this is for three transactions; the first is to Dean N Stroupe for \$995,179.59 for 120 E Central Ave., the second is also to Dean N Stroupe for 128, 138, 140 E Central Ave and 200 Municipal Ln \$2,160,304.49, and the third is to SPCS Properties in the amount of \$423,953.54. Mr. Blanton asked that the motion to approve a budget amount reflect the above stated amounts.

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Motion: Councilman Hough made a motion to approve the amounts stated by Mr. Blanton to be allocated in the budget for the purchase of the properties from Dean N. Stroupe and SPCS Properties. Councilman Craig seconded the motion.

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

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

Nay: Councilman Reeves, Councilwoman Harris

NEW BUSINESS

1. Discussion Regarding Downtown Sanitation Services.

Jonathan Blanton

Mr. Blanton stated that the issue of downtown sanitation collection has been brought to his attention, and to some Councilmembers, regarding how the City picks up garbage downtown. Mr. Blanton stated that currently, each business has the opportunity to provide for monthly charges of \$11.91 per rollout container. Mr. Blanton stated that with the help of the Finance Department, they have evaluated 28 businesses on South Main, East Central, and West Charlotte. Mr. Blanton stated that of those 28, 16 businesses utilize one can at \$11.91 per month, 5 businesses utilize 2 cans at \$23.82 per month, 2 businesses utilize 3 cans at \$35.73 per month, 2 businesses utilize 4 cans at \$47.84 per month, and 3 businesses utilize 5 cans at \$59.55 per month. Mr. Blanton stated that businesses also have the option to contract with private dumpster services. Mr. Blanton stated the City has standard specifications for a dumpster pad if the businesses want to build it, but the City does not offer dumpster services so they would have to use a private company. Mr. Blanton stated that he has been evaluating other cities in how they provide these services. Mr. Blanton showed a map made by GIS Technician II, Beth Ann Winebarger, that shows the locations of some of the dumpster pads downtown. Mr. Blanton stated the City does not maintain or provide pick-up services for any of these sites, it is contracted to private companies. Mr. Blanton stated the City of Gastonia does provide dumpster service to their municipal service district, and they also have a \$0.20 municipal service tax that subsidizes some of the cost. Mr. Blanton stated that it's about \$50 that the City of Gastonia charges each business for the shared dumpster service, and then some of the cost is offset by the municipal service tax. Mr. Blanton stated he spoke with the City Manager in Gastonia about their

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policies and they do have the ability to provide the service in house. Mr. Blanton stated that Belmont uses Cooperative Waste Programs Agreements, ranging from \$300 to \$500 annually for services, and business owners pay the cost. Mr. Blanton stated that Bessemer City does twice a week pick up for rollout bins and allows for private dumpsters. Mr. Blanton stated that the Town of Stanley also does weekly pick up for rollout bins and allows for private dumpsters. Mr. Blanton stated that if Council is interested in moving forward with providing dumpster services, they would need to consider determining the downtown district, evaluate costs associated with pick-up, obtain access easements, and negotiate service contracts with third-party providers.

Councilman Hough stated that, thankfully, the City's growth has created more opportunities to cooperate with our businesses downtown. Councilman Hough stated that the City seems to have a lot of rollout containers and with no more recycling, the container numbers will grow. Councilman Hough stated that he is in favor of looking for ways to collaborate with our downtown district and sharing existing dumpsters if possible. Councilman Hough stated that the Council could consider additional dumpster locations if needed. Councilman Hough stated that he would like to have more information, and that the Council should look at the cost and issues that may come along with additional dumpster locations. Councilman Meadows asked if it was part of this year's budget to have a shared location for dumpsters to get rid of the rollout bins and establish shared pads and screens because of previous complaints and issues? Mr. Blanton said that he would need to evaluate that as he can only think of the funds that were allocated for building a dumpster pad behind the Holland building for this fiscal year. Councilman Meadows stated that it was requested for the budget because there was a lot of discussion around treating this like the façade grant program.

Mayor Moore asked how many people have approached Mr. Blanton about the issue of providing dumpster service? Mr. Blanton stated he has heard several complaints from the downtown area with a specific business repeatedly requesting Council review this issue. Mr. Blanton stated he has informally engaged business owners downtown about it and has made it a habit that while he is out to check on the number of dumpsters in downtown.

Councilwoman Harris asked if we are only talking about doing the dumpster pad and not taking on the cost? Mr. Blanton stated no, currently we do not provide or subsidize dumpster services for the downtown area.

Councilman Meadows asked staff to explore an ordinance that requires restaurants to have dumpster service as it becoming harder to provide the can service with the growth downtown. Councilman Hough stated that he thought the businesses would pay for the service if the City

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would help with the contracting. Councilman Hough stated the City would tell them here is the cost, here is the rollout, and ask if the businesses want to continue. Councilman Hough stated that what staff currently has to do to get to the bins is inefficient, going through back alleys to collect the cans, so the City should look into a service that is more efficient and cost effective for the businesses.

Mayor Moore asked about the dumpster pad behind Traust Brewing Company. Mr. Blanton stated that there is a dumpster pad behind Traust Brewing Company that they maintain and contract services for. Mr. Blanton stated he spoke with one of the owners of Traust Brewing Company last week about their dumpster pad and discussed the possibility of a partnership to help some of the other businesses.

2. City Manager Report

Jonathan Blanton

Mr. Blanton gave an update on the Upset Bid Process as the first 10-day upset bid period ended today, March 24, 2025, at 5 PM. Mr. Blanton stated we received one upset bid in the amount of \$815,000 from the Mount Holly Historical Society. Mr. Blanton stated that staff worked before the meeting to readvertise in the Gazette to restart the next 10-day period which will end April 7, 2025 at 5 PM. Mr. Blanton stated the City will continue the upset bid process since we did receive an upset bid to the original offer of \$762,500 and the current offer is \$815,000. Mr. Blanton stated that a social media video came out last week about our public works department coordinating with the US Army Corps of Engineers to do sand and debris removal from Hurricane Helene out of Taylors Creek, Dutchman's Creek, and the Catawba River. Mr. Blanton stated that this will take three months to complete, but we appreciate the assistance from the Federal Government and gave thanks to the Public Works department for their continued work with this project that will hopefully be completed by Summer 2025. Mr. Blanton stated the digital message board in front of Marco's Pizza has power as of today. Mr. Blanton stated this is another long-term project that has finally come to fruition and he is appreciative of the Council's support and the Tourism Development Authority for joining us on the project. Mr. Blanton stated that the North Main Street lights have been installed, and we have been working on this project since the City requested the Department of Transportation to relinquish that part of North Main earlier this year. Mr. Blanton stated that before we meet again, we will be having our first ever Chalk the Walk event on Saturday April 12, 2025 at 10 AM in Linear Park. Mr. Blanton thanked the Council and citizens and stated that he had nothing further but would be happy to answer any questions.

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With no additional questions, Mayor Moore entertained a motion to adjourn the March 24, 2025 City Council meeting.

Motion: Councilman Hough made a motion to adjourn the March 24, 2025 City Council meeting at 7:02 PM. Councilman Meadows seconded the motion.

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

The meeting adjourned at 7:02 PM.



Regular Meeting Agenda Action Form

Meeting Date

April 14, 2025

From

Tara Douglas, City Clerk
City Clerk

CONSENT AGENDA Item # 10

Approval of Minutes - City Council Retreat February 28, 2025

Will this require a public hearing?

No

Background/Purpose of Request

Approval of City Council Retreat Meeting Minutes from 2/28/2025

Fiscal Impact

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

Manager/Staff Recommendation**Attachments**

1. 02-28-2025 Retreat Draft Minutes TD_SS

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CALL TO ORDER

Mayor Moore called the meeting to order at 9:30 am. 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
Shelly Stewart, Deputy City Clerk	Matt Black, Economic Development Director
	Jason Green, Public Works Director

INVOCATION

Charles McCorkle, former Council member, led the Council, Staff, and attendees in prayer.

SET THE AGENDA

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

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

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

CONSENT AGENDA

Mr. Blanton introduced the City staff present. Mr. Blanton gave an overview of the consent agenda items.

- a. Approval to award the South Gateway bid to Red Clay
Mr. Blanton stated that the lowest bidder for phase one of the South Gateway Connector Road-Kemp A. Michael Way, is Red Clay.
- b. Approval to award the Dutchman's Creek Bridge bid to JD Goodrum Company
Mr. Blanton stated that staff recommends the approval of both items.

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

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

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

Mr. Reeves McGlohan, who is the facilitator for this retreat, gave opening remarks and stated that he is thankful to be participating in another City Council Retreat. Mr. McGlohan shared an inspirational quote for the Council and staff which read as follows: “Public service is a calling that involves the public good and making a difference in people’s lives. It can be a challenging but also honorable pursuit that involves sacrifice.”

Mr. McGlohan stated that the “Parking Lot” is for off topic items that are not on today’s agenda but can be acknowledged as a topic for discussion at a later time. Mr. McGlohan asked for ground rules for conducting today’s meeting: Mayor Moore– everyone involved in discussions; Councilman Craig – be respectful, listen, agree to disagree; Councilman Meadows – debate ideas not people, only staff and council are to speak; Mayor Pro-Tem Shoemaker – follow Roberts Rules of Order, end on time, and stay on task.

Consideration of Kinetix Lease Renewal

Mr. Blanton noted that before Council is the 5-year lease with Kinetix with a few changes. Mr. Blanton stated that since there have been a few changes, the City will need to do a 30-day advertising period with the final lease to go before Council at a later meeting for approval.

Action: The consensus of the Council is to advertise the intent to lease with Kinetix starting on March 14, 2025 with the consideration of the lease at the April 14, 2025 City Council meeting under New Business.

PRESENTATIONS

9:40 AM – 10:00 AM: Overview and Recap of 2024 Retreat, Successes, Progress, and Updates
Presented by: Jonathan Blanton

Mr. Blanton thanked the Council for their directions from the March 2024 Council Retreat and thanked the City staff for setting the goals into action. Mr. Blanton highlighted the adoption of the code of conduct on March 25, 2024. Mr. Blanton reviewed the progress of the Ransom Hunter Park and stated that this has been many years in the making and is set to open spring or summer of 2025. Mr. Blanton reviewed the progress in the Public Works department highlighting that in the summer of 2024, the Council voted to keep solid waste collection in-house. Mr. Blanton stated that the decommissioning of the Wastewater Treatment Plant was awarded last year to HDR Engineering. Mr. Blanton highlighted that in September 2024, Council

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adopted the Raftelis 5-year rate study. Mr. Blanton stated that the Council unanimously voted to install cameras last year on the greenway leading to Tuckasee Park in March 2024, and the cameras were installed in July 2024. Mr. Blanton stated that the cameras enhance the quality of life for residents and visitors to Tuckasee Park. Mr. Blanton reminded the Council that in 2024, the Sole Patrol & YMCA formed a partnership allowing the seniors of both groups to go on field trips, have fellowships, and have joint events. Mr. Blanton stated that the City continues to partner with the Community Development Foundation and that they hosted the Mount Holly Matters event. Mr. Blanton stated that key positions were hired in 2024 to include the Economic Development Director, Public Works Director, Parks and Recreation Director, and the City Engineer. Mr. Blanton is proud of the team and staff and thanked the Council for approving these items and projects and for providing clear forward directions.

Councilman Hough commended Mr. Blanton for his leadership in his first year and stated that it is impressive to see these accomplishments and key positions hired since some of these positions mentioned sat vacant for an extended period of time.

Mayor Moore thanked Mr. Blanton and the staff and stated that he is appreciative for the work that has been accomplished.

10:00 AM – 10:30 AM: Presentation of Accomplishments from the Strategic Vision Plan

Presented by: Greg Beal

Mr. Beal reviewed the 2003 Strategic Vision Plan and its background. Mr. Beal stated that in 2003, 250 citizens came together because there was little going on downtown, and in 6 weeks they came up with 5 goals. Mr. Beal stated that among those first goals were Linear Park, an event space, and a water-front dining restaurant. Mr. Beal reviewed that with the goals moving forward, in 2008, the City hired a firm to create 61 goals, and over 50 have been accomplished. Mr. Beal stated that the Strategic Vision Plan update in 2018 was broken down into the following components: Market Analysis Synopsis, Connectivity and Transportation, Downtown area plan, Gateway District at Exit 27 of I-85, Woods and Water District, an art program, and updating policies. Mr. Beal stated that transparency was important in the update, so the City staff made it accessible by creating a public-facing interface to show the public what has been accomplished. Mr. Beal stated that there are currently 44 accomplished goals, and 16 in progress. Mr. Beal stated that the City is over halfway complete on a 10–12-year plan. Mr. Beal explained that the City passed along information to the public with workshops, meetings about the Plan to coincide with budget plans, and giving presentations to City Summit members. Mr. Beal gave a

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presentation of the Strategic Vision Plan website and noted that this site was made by our GIS Technician II, Beth Ann Winebarger. Mr. Beal highlighted the catalog tab on the site which features the accomplishments made by the City and stated that if you were to click on a goal, it would open a mapping tool to show where progress is on that goal. Mr. Beal opened the gallery tab to look at past accomplished goals. Mr. Beal stated that the overall goal was to create a community-based vision plan, and that City staff added all comments and surveys from citizens involved in the creation process. Mr. Beal stated that every year staff looks at each department and reviews any goals that can be worked on.

Councilman Hough thanked Mr. Beal and the staff and stated that since Mr. Beal has been with the City, he has helped set the City on a course that Council could not do alone.

Councilman Meadows asked Mr. Beal to expound on the Exit 27 off of I-85 investments. Mr. Beal stated that prior to 2003 the area was zoned improperly as residential, but in 2003 the area was rezoned to general business. Mr. Beal stated that in 2006 the South Gateway general overlay district was created. Mr. Beal stated that in 2008, higher design standards were set in place to protect the area. Mr. Beal stated that when the recession hit in 2008, the City sought partnerships for the utility investment. Mr. Beal stated that the City's \$8 million sewer and South Gateway Connector Road/ Kemp A. Michael Way investment has created approximately \$150 million dollars in private investment in this area. Councilman Meadows confirmed with Mr. Beal that an \$8 million dollar investment by the City has realized approximately \$150 million dollars. Councilman Meadows stated that he wanted to point out that public investments are being paid off by private investments.

Councilman Craig asked Mr. Beal to discuss the new message board sign. Mr. Beal stated that this sign is part of the Wayfinding and Signage Plan. Mr. Beal stated that there are 3 more signs planned. Mr. Beal shared that the first sign's cost is shared with the Tourism Development Authority (TDA) and sits in a Department of Transportation (DOT) easement, which helped with the cost of utilities. Mr. Beal stated that the downtown kiosk is in the capital improvement budget for next year and that Blowing Rock has an example of a kiosk that has videos showing places to eat, maps, and more.

Councilman Meadows asked how much citizen participation has there been over time and what have nonprofits helped accomplish? Mr. Beal stated that the original group that participated in 2008 was over 250 citizens. Mr. Beal stated that the nonprofits in the community participated in numerous collaborative meetings and have been instrumental in completing projects by helping to facilitate the conversations. Mr. Beal stated that the creation of the Community Development Foundation came out of this first Plan in 2003. Councilman Meadows inquired about the

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Community Development Foundation's accomplishments. Mr. Beal stated that they have done a tremendous amount around the arts program and updating policies in Chapter 7. Councilman Meadows wanted to highlight how vital the Community Development Foundation is to implementing the Plan. Councilman Meadows inquired as to how many of our policies have come out of the Strategic Vision Plan from 2004 to present day. Mr. Beal stated that there had been no way to score developers, so a cost benefit analysis was created as part of the Annexation Policy.

Parking Lot Item #1: Councilman Meadows requested that a catalog of policy accomplishments and timeline from the Strategic Vision Plans for the City's website be added to the "Parking Lot" for a later discussion.

Councilman Hough discussed the past moratorium that Council put in place to protect the downtown buildings and stated that the Community Development Foundation assisted in getting historic designation for the historic downtown buildings.

10:30 AM – 11:00 AM: Presentation from OneDigital Regarding Update on Self-Insurance

Presented by: Brian Flynn

Mr. Flynn recapped the Council's decision to move from the North Carolina League of Municipalities (NCLM) insurance program and chose the self-funded option that kept the City's insurance with MedCost. Mr. Flynn reminded the Council that the NCLM was leaving MedCost and moving to coverage through Aetna last year. Mr. Flynn stated that the data being presented is 7 months old, and in the first few months there were no claims made. Mr. Flynn showed a screenshot of the dashboard in his presentation to show where the City is currently and stated that this dashboard tracks the number of people eligible, payments, reimbursements, net claim number, and more. Mr. Flynn stated that the City will be approximately \$10,000 over budget when it begins planning for the next fiscal year budget and that this amount does not include high-cost claimants that the City will be getting reimbursed for later. Mr. Flynn stated that another reason for the move to self-funded insurance is to ensure transparency in pharmacy costs and with that, the City will get rebates each quarter of about \$120,000-140,000 on a 6-month delay.

Councilman Hough stated that he would like Mr. Flynn to make a point of clarification on what is allowing the City to get rebates, and where that money was going before. Mr. Flynn stated that any claimant that goes above \$75,000, the City will get reimbursed for whereas previously, the rebates would go back to the North Carolina League of Municipalities to subsidize other municipalities, but that now the rebates come back to the City on a 6-month delay.

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Mr. Flynn noted that claims are tracked by division and if a claimant is high cost. Mr. Flynn stated that pharmacy costs were the biggest reason that the City decided to participate in self-funding. Mr. Flynn stated that One Digital goes out and finds their own contracts. Mr. Flynn stated that the State eliminated weight loss drugs in their plan, so we did too to save \$37,000. Mr. Flynn noted that a program called PaydHealth can get high-cost drugs at no cost or is income driven for users and PaydHealth uses grants and benevolent programs to save money. Mr. Flynn stated that the annual savings are about \$150,000 with this program. Mr. Flynn stated that for the upcoming renewal, the City will need to renew its Stop Loss and that there will be a 1% increase on that part of the insurance, but they will need to look at February and March claims to be sure of the increase amount. Mr. Flynn reviewed the trends with retirees and said that they are looking to shift retirees to individual plans. Mr. Flynn noted that this would save the City approximately \$100,000, but that continued discussions regarding these details would be had. Mr. Flynn stated that they are looking at a program for direct contracting providers like orthopedics, spinal, and OB/GYN to save costs to the employees and the City. Mr. Flynn discussed a voluntary program for prescription drugs called International Rx and that implementing this program will provide assistance with diseases like diabetes.

Councilman Hough asked Mr. Flynn to speak to the Municipal Insurance Trust. Mr. Flynn stated that it was announced this week that they are disbanding the Municipal Insurance Trust and that all of the municipalities participating in it will have to find another plan. Councilman Hough reiterated that those participating including the City were subsidizing other cities not being as efficient as we were. Councilman Hough encouraged One Digital to look into retirees shifting to another plan to help with costs and asked if the City pays for retirees? Mr. Blanton answered, stating yes, the City pays for retirees. Councilman Hough asked if there are no subsidies? Mr. Flynn said BlueCross BlueShield's Gold plan would cost \$140,000 to the City but the cost now is \$250,000 plus to the City. Mr. Flynn stated that the retiree class is usually pretty consistent with claims, so the City has the option to cap what their risk is and provide more room for other claimants. Councilman Hough stated that the City choosing to move to self-funded, the City has taken control of the spending, the strategies, and providing for the employees.

Councilman Meadows stated there had been discussions on saving and building reserves and asked if that has happened yet? Mr. Flynn stated that there has been some going towards reserve, but the amounts may be below the budget line due to high claims. Mr. Flynn stated that if the City puts in the recommended measures, it will build that budget line. Councilman Meadows asked if the City is spending more or less than before? Mr. Flynn stated that the City is spending about \$10,000 over budget currently, but the amount could be under once the rebates come in. Mr. Flynn stated that claims were higher this year, but they could be lower next year.

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Mr. Blanton reiterated that on June 30, 2025 they are closing the Municipal Insurance Trust because of \$1,000,000 in losses and that if the Council had not voted to switch, the City would have been scrambling to keep our employees' coverage.

Mr. Flynn said that the switch that the North Carolina League of Municipalities experienced was clumsy and our pharmacy costs would have been 30% higher than they are now. Mr. Flynn stated that he will keep bringing updates to the Council as they prepare for the new budget year.

Action: The Council's consensus is to consider/discuss moving retirees to another plan as part of the renewal process.

Councilman Hough asked for break at 10:48 AM.

11:00 AM – 11:30 AM: Policy Discussion on Funding to Non-Profit Organizations

Presented by: Staff

Mr. Blanton said that \$18,500 is the total allocated to the Mount Holly Police Foundation and Community Development Foundation on a reimbursement basis. Mr. Blanton stated that both of these Foundations are governed by a Memorandum of Understanding (MOU) written by the City Attorney. Mr. Blanton stated that there is a policy example from the Town of Holly Springs provided by the City Clerk for Council's review. Mr. Blanton stated that other requirements such as providing proof of 501(c)(3) status and providing an audit report could also be added at the Council's direction.

Councilman Hough said it is important to show where the City funds allocated to the non-profits are spent and that the non-profits should provide an audit for transparency. Mayor Moore stated that he agrees with Councilman Hough.

Councilman Meadows stated that it is common practice for municipalities to have a pool of funds for non-profits to utilize through an application process. Councilman Meadows stated that the City needs to ensure that the non-profits are in good standing and should be required to submit audit information, bank statements, and 501(c)(3) documentation showing they are in good standing.

Mayor Pro Tem Shoemaker stated that applying for grants require this type of accounting practice and having audits ensures investments are going back into the community. Mayor Pro Tem Shoemaker stated that the Community Development Foundation could be a Quasi-Review committee for other non-profit committees in the future.

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Councilman Hough stated that the City provides a lot of in-kind services that add value that should be taken into consideration as part of the benefit. Councilman Hough stated that the Police, Fire, and Street Department services used by non-profits are costs to taxpayers as well though not actual “costs.”

Councilman Meadows said that an audit does more than look at numbers, it proves that money was spent, and they did what they said they were going to do with it.

Action: The consensus of the Council is for Mr. Blanton and City staff to draft a formal policy to provide for a competitive application process, stipulations, and requirements for providing funding to other non-profit entities outside of the Mount Holly Police Foundation and the Community Development Foundation, both of which are currently governed by MOU’s.

11:45 AM – 12:00 PM: Overview and Update on Public Arts Initiatives

Presented by: Paul Lowe

Mr. Lowe reviewed the completed art projects from this year as well as future plans. Mr. Lowe stated that the Strategic Vision Plan has four goals for arts and that this year, the City completed the outdoor gallery, two crosswalks, four murals, six sculptures, and sixteen box wraps. Mr. Lowe showed Council and staff photos of each completed work and stated that the box wraps were a partnership with the school system to have K-12 students that live around Mount Holly to design the artwork. Mr. Lowe stated that there are currently six projects for this year: the outdoor gallery will get new art, bee murals will be complete by March 6, the Truist Mosaic Mural, Creative Spaces Initiative location, Ransom Hunter Park may have a sculpture, an additional unknown mural to be determined, and the Public Arts Advisory Commission (PAAC) is working on more for next year as well.

Councilman Meadows asked Mr. Lowe to explain who the PAAC is and what they do. Mr. Lowe stated the Public Arts Advisory Commission is an eight-member appointed board advising on arts projects, made up of veteran or current artists or art enthusiasts to give designs and feedback. Mr. Lowe stated that the current members are Julia Benfield-Chair, Leigh Brinkley-Vice Chair, Stephanie McLaughlin, Wanda Campbell, Teresa Rench, Paige Sisk, Katie Lank, and Ruth Neely. Councilman Meadows inquired about the amount of next year’s budget for the PAAC? Mr. Blanton stated that next year’s PAAC budget is approximately \$80,000.

Mayor Pro-Tem Shoemaker asked if the City could collaborate with other departments to get some of the smaller pieces, like the bee art, to be more visible to the public. Mayor Pro Tem

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Shoemaker suggested a scavenger hunt to encourage people to find the pieces. Mayor Moore stated that Special Events Coordinator Choe Clary could facilitate a scavenger hunt event. Mr. Lowe stated that all the projects are on website right now.

Councilman Reeves thanked Mr. Lowe for implementing the art program and bring an enlightenment to the community.

Action: Councilman Meadows asked for a report on how many years we have completed art projects with the Public Arts Advisory Commission (PAAC) and the amount of money spent to date.

Councilwoman Harris said that a scavenger hunt is already in progress.

Councilman Craig asked Mr. Lowe if there the bees are actually in the mural in front of the farmers market? Mr. Lowe said no, but they have an artist working on getting them added onto it.

Councilman Hough requested that no crosswalk painting projects be scheduled at the same time as paving projects in future. Councilman Hough stated that Beth Ann is a good resource to set up a scavenger hunt and could possibly get it on an application. Councilman Hough stated that the arts are coordinated and thoughtful and mentioned that the Council allotted \$50,000 for the first and second years to jump start more creativity and interaction in the arts. Councilman Hough stated that every vibrant town has a thriving arts community, and it is vital for us to grow.

Mayor Moore stated that the Mount Holly arts are exploding, has grown over the last 5 years and is only getting better.

Councilman Meadows stated that what started with Arts on the Greenway has helped tremendously with continuing to grow other arts groups and is moving the City towards creating a strategic sense of space.

Parking Lot #2: Councilman Meadows asked that staff add to the “parking lot” a revitalization program and funds to refresh art as it eventually fades or if we ever see any graffiti.

Mr. Blanton thanked Mr. Lowe for taking on these projects and said that he is thankful for our community groups and staff for getting these initiatives done as they are part of our core values. Mr. Blanton stated that it has been very well received by the community.

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12:00 PM – 12:15 PM: 2024 Year in Review and Updates from the Police Department

Presented by: Brian Reagan

Police Chief Brian Reagan reviewed and updated the Council on 2024 stating that it had been a busy year with two 2 homicides at end of 2023 that carried over into 2024. Chief Reagan showed the Council pictures of Kids Camp which he and his department are very passionate about. Chief Reagan discussed the 911 upgrade project, and that Mount Holly is the only other 911 facility in Gaston County. Chief Reagan stated that staffing issues that are occurring locally and across the nation are not happening in Mount Holly. Chief Reagan stated that others are pulling help from other places, but thanks to the Council, Mount Holly is not having to do that. Chief Reagan thanked the Council and stated that because of them, the Police Department has competitive salaries and benefits to put us in the good position we are currently in. Chief Reagan stated the Police Department has hired five officers with ten years of experience and Advanced Law Enforcement Certificates. Chief Reagan stated that our Patrol Officers have a cumulative 220 years of experience – that’s an average of 8 years per officer. Chief Reagan reported that violent crimes are down 13% from 2023, their case closure rate is 77% with the average rate at only 41.1%. Chief Reagan reported that Officers average a total of 104 calls a day per shift.

Councilman Hough asked about the 104 calls per shift. Chief Reagan clarified that number is per day, so about 52 per shift spread along all officers that are on duty.

Chief Reagan stated that the department receives tremendous community support and as Chief, he wants to do more community outreach. Chief Reagan stated that the department was able to do Kids Camp, Cops and Bobbers, Shop with a Cop, SAC graduation, and this year they provided for their Christmas initiative. Chief Reagan stated that the Mount Holly Police Foundation is a great help with promotion of information, programs, and education. Chief Reagan stated that Cops and Bobbers was a new event this year that had some bad weather but still had 56 attendees. Chief Reagan reported that the Police Department has new projects for 2024 including a \$380,000 renovation of the Communications Center. Chief Reagan stated that they competed with other agencies for a grant, which we won, and now the Center is up and running at 100%. Chief Reagan stated that Mount Holly is the only other 911 center in Gaston County. Chief Reagan stated that having our own center cuts down on response time. Chief Reagan reported that on February 17, 2024 there was a call about a girl being attacked by a dog, and an officer was at her door in one minute 17 seconds. Chief Reagan reported that if it had been much longer, she may not have made it. Chief Reagan explained that in 1991, former Chief Bishop was forward thinking and started the request for the Center. Chief Reagan stated that the second project for the year is the exploration of a fleet lease program. Chief Reagan explained

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that years ago, the vendor wanted you to do all City vehicles or none at all, but now you can lease vehicles by department which will save money, and they will have more vehicles than they would have had outside of this program. Chief Reagan mentioned that the 10 FLOCK cameras are fully installed, which helps with criminal and missing persons cases. Chief Reagan stated that they have access to any FLOCK cameras anywhere. Chief Reagan reported that the firing range is under construction, and they are waiting on grass currently. Chief Reagan stated that the range will be a tremendous asset to them, allowing them to not have to share range time with other agencies for yearly required trainings. Chief Reagan thanked the Council and the Management for their support.

Councilman Hough asked Chief Reagan how many more FLOCK cameras are needed? Chief Reagan said that 4 more would get them where they need to be. Councilman Hough said that he would like to see that in budget next year. Mayor Moore asked Chief Reagan how much are the cameras? Chief Reagan said they are \$3,000 each.

Mayor Pro-Tem Shoemaker encouraged Chief Reagan to take credit for his own management, his staff's work, and the work culture that he has created.

Motion: Councilman Meadows made a motion to amend the budget for \$12,000 for the purchase of four additional FLOCK cameras for the Police Department. Mayor Pro-Tem Shoemaker seconded the motion.

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

Councilman Craig asked Chief Reagan what is the process of the FLOCK cameras? Chief Reagan explained that it is a license plate reader with solar power, so they are fully charged at all times. Chief Reagan stated that Officers and Dispatchers have an app that will provide them a picture of the car, the plate, and what the flag is for so they can see what offense the person has and get back up if needed. Chief Reagan stated that the FLOCK cameras have been responsible for identifying violent criminals that have come into Mount Holly and that this has been the most resourceful tool that the City has had. Councilman Reeves commended Chief Reagan for the job he does. Councilman Craig said that when he was investigator in 2017, these FLOCK cameras would have saved them many hours.

Councilman Meadows asked Chief Reagan if there are other tools or instruments that the Police Department is in need of? Chief Reagan said there was nothing at this time.

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12:15 PM – 12:30 PM: 2024 Year in Review and Updates from the Fire Department

Presented by: Ryan Baker

Chief Baker thanked Chief Reagan and his staff for their support. Chief Baker stated that this year was a good year and thanked the staff, Management, and the Council for helping the department become what it is. Chief Baker stated that other agencies have passed along their complements. Chief Baker stated that the Fire Department has had 85 applications come in, so there are lots of good candidates who want to be here in Mount Holly. Chief Baker went over the mission and vision statements, which are visible in all fire stations. Chief Baker stated that this past year the Fire Department has promoted 3 Battalion Chiefs which means there is now a Chief on call 24/7, giving him and Deputy Chief Spry the chance to focus on other department goals. Chief Baker listed the new promotions and new hires for 2024. Chief Baker stated that community outreach was a great addition this year listing that they had 14 fire prevention programs at schools, 26 public events, 1500 activity packs passed out. Chief Baker stated that the department had 570 hours towards outreach. Chief Baker stated that the Fire Marshal completed 149 inspections and 123 plans for new developments and new constructions and there were 418 pre-fire plans completed by firefighters to check on buildings' safety and learn about the buildings in case of future fires. Chief Baker reported that last year, they had 2358 calls, which is an increase of approximately 7% from 1916 in 2021. Chief Baker reported that from dispatch to arrival on scene, they average 5 minutes and 1 sec average from day or night. Chief Baker stated that the level of training sets us apart from other departments and highlighted the specialty trainings, beyond the normal basic certifications that are held by Mount Holly firefighters. Chief Baker described the new apparatus received this year. Chief Baker discussed the Sea Ark Boat which can get them on the water and its sonar can help recover drowning cases without sending divers. Chief Baker reported that the Division truck is now in service, and the Tiller ladder truck gives them the ability to reach 103 feet high, so they can now reach all apartments and taller buildings in Mount Holly. Chief Baker stated that this truck can make the turn from Main Street to the alley behind Boltons and that it also has multiple ground ladders for fire escapes. Chief Baker reported that new fire trucks are coming in 2025, including a new Tiller ladder truck expected around June that is even taller at 107 ft. Chief Baker stated that they are getting rid of several older trucks that needed to be replaced.

Councilman Hough asked Chief Baker to address the truck going to Western North Carolina. Chief Baker said the department was mobilized during Hurricane Helene to Hot Springs, NC and that the small town was ravaged. Chief Baker explained that their Fire Department was moved

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out of their station to use it as a supply spot, so to help that town, the City of Mount Holly is donating a truck and other apparatus to help them out.

Chief Baker said they are also looking forward to the new Catawba Heights Fire Station that will replace the old station that was originally a Volunteer Fire Department. Chief Baker stated that the planning and acquisition are done, and they are now designing the new station. Councilman Hough asked if we have gone to the state for funding for the station? Mr. Blanton confirmed that the City is seeking \$12 to \$15 million from the State of North Carolina.

Councilman Meadows asked if NFPA standards are being met? Chief Baker said there needs to be 15 firefighters on the scene to meet the standard and they are currently working with mutual aid from other agencies to meet the standard. Chief Baker reported having 12 people on call 24 hours a day.

The Council gave many thanks to Chief Baker and his staff for all of their hard work and how they carry themselves in the community.

Councilman Meadows asked Chief Baker if the City is competitive? Chief Baker said that our pay is the highest in Gaston County and that the recruitment is good due to the culture and the benefits. Councilman Meadows asked about the insurance rating. Chief Baker stated that the City is currently in ISO class 2 with class 1 being the best class for insurance rates. Chief Baker stated that in June 2025, the City will be rated again for a class update. Chief Baker stated that the last time they were rated, they didn't have the same staff level. Chief Baker explained that ISO class ratings can affect home insurance premiums and being ISO class 1 will positively affect commercial and industrial insurance rates.

12:30 PM – 12:45 PM: Update and Upcoming Budget Priorities from the Finance Department

Presented by: Michelle Wood

Mrs. Wood stated that last July they implemented a new software system, which really started back in August 2023. Mrs. Wood stated that this was the second system update in her career, and this was a flawless transition. Mrs. Wood stated that the Finance Department received the Budget Award Recognition. Mrs. Wood stated that the online payment portal was upgraded with pay by phone and by text as available options. Mrs. Wood reminded the Council that ACH payments were available in November 2024. Mrs. Wood reviewed the upcoming budget priorities for debt and capital.

Councilman Craig thanked Finance Director Wood and Congratulated her and her team for all of their success. Mrs. Wood commended the staff for their help to the Finance staff.

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12:45 – 1:15 PM: Recreation Update and Discussion Regarding Capital Projects

Presented by: Eric Smallwood

Parks and Recreation Director, Eric Smallwood said that those who are long term Mount Holly residents know Zip Stowe, and he is retiring today from 40 years of public service. Mr. Smallwood reviewed updates on the department's capital projects. Mr. Smallwood stated that the Tuckasee Center parking lot will be worked on during spring break in a few weeks. Mr. Smallwood reported that the Ransom Hunter Park is well underway, with fine grading happening and seed and straw being put down. Mr. Smallwood also reported that they have finalized the historical signage with the Hunter family, as well as the playground equipment. Mr. Smallwood stated that the mountain bike trail master plan kick off meeting was Wednesday, with the Tarheel Trailblazers and Nature Trails and Design team attending. Mr. Smallwood reported that work should start soon on this, and that mountain bike trails, and nature trails will be part of this plan diversifying the uses to get more people out there and encourage people to ride and stay in the area. Mr. Smallwood stated that the Mountain Island Road barricade is out to bid. Mr. Smallwood stated that the Drywall Drive Design is a larger project with multiple stakeholders involved, so this may go into next fiscal year. Mr. Smallwood stated that the last 2 projects on the slide are only parks and recreation adjacent.

Mr. Smallwood stated that Dutchman's Creek Greenway arch has a location selected and it is going up soon. Mr. Smallwood stated that the Blueway signage plan is underway, and that Mr. Beal is working with the group. Mr. Smallwood stated that he will go along with the Catawba Riverkeeper Foundation representatives down Dutchman's Creek to do a stream assessment and see what issues there are on the water after Hurricane Helene and the flooding. Mr. Smallwood stated that the Dutchman's Creek Bridge contract was awarded today as part of the Consent Agenda, so we are right on schedule. Mr. Smallwood reported that there will be interim closings for the River Street project over the summer to keep as much open during construction as possible and there will eventually be 3+ miles of continuous greenway.

Mr. Smallwood stated that he has been asked to look into a possible location of a North Gym, and he has looked at what the Strategic Vision Plan stated and that there should be a gym, but did not give a location. Mr. Smallwood state that Horseshoe Bend Road is the northernmost place recommended for gym. Mr. Smallwood stated that this site has a multi-use field, playground and adult fitness.

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Parking Lot #3: Councilman Meadows asked about looking into the land the City owns around the Water Treatment Plant since the needs are pushing further North? Councilman Meadows asked if the City could deviate from the plan and use metal buildings to achieve the gym at less cost?

Councilman Hough stated that there have been different neighborhood leaders in the past that gave the input that they did not want a park/gym on those 5 acres, but later they said they did want it. Councilman Hough stated that these developments have matured into more established communities with different needs and the City must invest in a facility up North now.

Councilman Meadows asked if there are deed restrictions on the land near the water treatment plant? Councilman Hough said that Mr. Beal could speak to it better, but when they annexed the steam plant, the restriction was that it has to be for governmental use. Mr. Beal stated that he is not sure but stated that some of the restrictions have been relaxed. Councilman Hough stated that the City has recreation needs, but what we're trying to do is unattainable and that the City needs to be more utilitarian so that we are not waiting on millions to come along. Mayor Moore stated that the recreation programs are so large right now they need more space. Mrs. Anders stated that the Horseshoe Bend property is restricted to governmental purposes only and a park would fit within that.

Mr. Smallwood gave an update on the Belmont Rowing Club and stated that he has met with them since creating the presentation and knows more of what they are wanting. Mr. Smallwood stated that the Belmont Rowing Club would ideally want to set up in Tuckasee Park with a boathouse, storage, water access, and a training space, but they would be okay with being in other locations. Mr. Smallwood mentioned that they would rename their group to Mount Holly Rowing Club if they relocate.

Councilman Meadows asked if they talked about partnering with universities. Mr. Smallwood said they talked broadly about partnering with Belmont Abbey and other higher education programs. Mayor Moore said he met with them a year ago and they want to be in Mount Holly.

Councilman Hough said that we need to be careful with conservation easements, there are restrictions. Mayor Moore said we should be looking at using current buildings as a temporary place for them to be. Mrs. Anders stated that we need to be careful because we don't want to overburden the easement on Drywall Drive since that easement is not meant for public use. Mr. Beal said that from the dam to Highway 27 Duke says there cannot be any new structures.

Mr. Smallwood said he has learned a lot about the ABC fund in his first few months here. Mr. Smallwood stated that once the debt is paid off from the building they are in, the funds are

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supposed to be set aside for parks and recreation. Councilman Hough said that there was a motion and set policy at a meeting around 2009 because he had the idea for this policy from Gatlinburg, TN. Councilwoman Harris confirmed Councilman Hough's statement. Mr. Smallwood stated that he, along with the current City Clerk, through their due diligence, found that there had been no recorded motion in the past minutes during the time period mentioned to establish this policy.

Motion: Councilman Hough made a motion to take ABC funds and set them aside for parks and recreation use. Councilwoman Harris seconded the motion.

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

Parking Lot #4: Councilman Meadows said that he knows of a group that is passionate about Disc Golf and would like for this topic to be added to the "Parking Lot" for further discussion and for staff to explore ways to provide options for disc golf throughout Mount Holly. Mr. Smallwood has talked with Disc Golf enthusiasts about potential locations in Mount Holly.

Mayor Pro-Tem Shoemaker said for those not familiar with Disc Golf, it doesn't need a huge lawn that needs maintenance, so it can be less invasive than a normal golf course.

Councilman Craig told Mr. Smallwood he has done a great job for his short time being here.

Councilman Meadows said he has received several good calls from community about Mr. Smallwood.

1:15 PM – 1:45 PM: Veterans Park Discussion and Financing Options

Presented by: Jonathan Blanton

Mr. Blanton updated the Council as to where we are with Veterans Park. Mr. Blanton stated that on February 10, 2025, a public hearing was held on financing options. Mr. Blanton reported that Phase 1 of the environmental study came back this week. Mr. Blanton stated that because there were findings of a former laundry mat and an auto repair shop on the properties, further investigation is needed at this time. Mr. Blanton showed a map of the properties in question outlined in blue and stated that March 2, 2025 is when the examination period ends, and March 28, 2025 is the closing date. Mr. Blanton stated that he has initiated talks for a 10-day extension, with no cost to the City with both the Stroupe and Sisk parties agreeing to the extension. Mr. Blanton stated that the well-monitored results should come back today. Mr. Blanton presented three possible scenarios that could come to fruition. Mr. Blanton stated that the first scenario is

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that the City purchases the Stroupe and Sisk properties, develops it, and additional revenue could come from retail and commercial developments with the City having control. The second scenario is that the City purchases the properties with no development, the City rezones and sells the property. The third scenario the Mr. Blanton presented is that the City can cancel the contracts, no more money is spent by the City, they dispose of the excess property and redefine the project. Mr. Blanton explained that the City is in a good place financially and the Municipal Complex will be paid off soon. Mr. Blanton stated that each option has its advantages and disadvantages.

Councilman Meadows stated that there is actually a fourth option which is to terminate the current contracts and sell off all the property purchased. Mr. Blanton asked for clarification from Councilman Meadows asking is he saying that this option would be to sell all property we own? Councilman Meadows said yes and stop discussions on the park.

Mr. Cheatwood stated that Mr. Blanton reached out to First Tryon for assistance in helping realize options for development of the properties. Mr. Cheatwood stated that the purpose of his presentation is to describe this model they created, not to give answers because there are a lot of unknowns. Mr. Cheatwood stated that the model is very customizable so the City could use it as you continue discussing options. Mr. Cheatwood stated that the inputs that have been put into the model were the development itself, when it would occur, the cost, the revenues (tax and other), the existing debt services, and what ongoing capital is going into it. Mr. Cheatwood stated that the output from the model include does it have cash flow and does it cover the cost of purchase and debt. Mr. Cheatwood stated that they focused on the biggest variables and unknowns, mostly around the future development that would happen and stated that the model works by putting in a new estimated taxable value from the new development, when it will be placed into service, the assumed tax rate, the assumed development values to result in tax revenues later on. Mr. Cheatwood explained that you are looking at how you can pay yourself back after purchasing the land and when you will get the money back. Mr. Cheatwood explained that the City has the ability to see what the different scenarios will produce with different information that is received.

Councilman Hough asked if the last scenario he presented does not include any help from the County? Mr. Cheatwood said yes, but the model can change with different information received.

Mr. Blanton stated that this tool is invaluable to access multiple projects.

Councilman Meadows asked what data is loaded behind the model? Mr. Cheatwood stated that the data loaded is all of the City's outstanding debts and are updated as payments are made and the City's revenues.

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Councilman Meadows asked if there are any residential projects or just commercial added into the model? Mr. Dupont answered just commercial. Mr. Cheatwood stated that this could be added.

Councilman Meadows stated that the citizens said no to higher taxes, so this model can show that we are not using taxes or rate increases for this project. Councilman Meadows pointed out that when the City goes through the process of the Strategic Vision Plan, the public investment goes to private investments that then comes back to the community. Councilman Meadows stated that in this case, we can narrow this down to specific revenues that are going into this project and that this tool proves that the City is not increasing tax rates, even though tax money is going into it. Councilman Meadows stated that this tool allows the City to analyze the ABC Fund, the Powell Bill Fund, Unassigned Fund Balances, the TDA Fund, and debt capacity.

Mr. Cheatwood said the purpose of this model is to review the different scenarios that can happen and see when the City will get its money back.

Mayor Moore stated that we have 10-day extension but still don't have the well monitoring results.

Motion #1: Councilman Reeves made a motion to terminate the contracts with the Stroupe and Sisk properties. Councilwoman Harris seconded the motion.

Ayes: Councilwoman Harris, Councilman Reeves

Nays: Councilman Hough, Mayor Pro Tem Shoemaker, Councilman Meadows, Councilman Craig

Motion Fails 2-4

Motion #2: Councilman Meadows made a motion to terminate the current contracts for the Stroupe and Sisk properties and sell all the other properties we own. There was no second to the motion The motion fails.

Councilman Hough asked about the 10-day extension, due diligence and the closing process around the March 12, 2025 deadline. Mr. Blanton stated that if the 10-day extension is accepted, that would get us to the March 10, 2025 meeting with well monitoring results ready to be discussed at that meeting. Councilwoman Harris confirmed that there will be no more money involved for the extension. Mr. Blanton confirmed that there will be no additional money required for the extension.

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Councilman Meadows said that we have now eliminated options # 4 and 1 from Mr. Blanton's presentation. Councilman Meadows stated that we just had an entire presentation on option #2 and that the Council needs to move forward with a decision. Mayor Moore said the reason we haven't done anything with the park yet is because we have been waiting on property purchases. Councilman Meadows said there is a developer on board waiting on us to say we are ready to move forward. Councilman Meadows stated that we are investing in things that are not revenue building. Councilman Reeves asked if the developer has walked away? Mr. Blanton stated that North State Development is waiting on the City to decide about the properties. Councilwoman Harris asked if the developer is worried about environmental study? Mr. Blanton stated that he shared the information with North State Development and there could be areas of concern.

Councilman Craig said that we have waited 3 years, why not wait 11 more days to decide at the next meeting when we have environmental study back.

Motion #3: Councilman Craig made a motion to except the 10-day extension for both the Stroupe and Sisk contracts. Councilman Meadows seconded the motion.

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

2:00 PM – 2:45 PM: Potential New Committee Discussion

Presented by: Matt Black

Mr. Black stated that he is bringing forward a discussion about a potential new economic development committee and that economic development is broad in nature, so there could be many purposes. Mr. Black stated that there has been a committee in the past and reviving it may be on the table. Mr. Blanton stated that he asked Mr. Black to bring this presentation to the Council because there was a desire to have committees for three areas listed on the agenda (Former Mount Holly Middle School Auditorium Revitalization Committee, Economic Advisory Committee, and a Downtown Revitalization Committee). Mr. Black said that he is looking for direction on what Council wants and if we want to move forward with creating the committees. Councilman Craig said that having different perspectives from different backgrounds is important to him to have for a committee. Mr. Black expressed the importance of identifying who the Council would want to be on each committee, taking into consideration citizens and stakeholders.

Councilman Hough asked when has Council considered revitalizing the auditorium and when did it become a priority? Mayor Moore stated that the school system came to us initially and that

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currently, Mount Holly Middle School and Ida Rankin Elementary School have no place for their concerts or events. Mayor Moore stated that they asked for a partnership to make it into a performing arts center. Mayor Moore stated that revitalizing the auditorium is not a priority and that that this is just the beginning discussions.

Mayor Pro-Tem Shoemaker stated that she doesn't dislike the idea, but that it leaves a bad taste to her to spend millions on something that the City does not own and control. Mayor Pro Tem Shoemaker stated that she would love to see it fixed up, but if we don't own it there should be some groundwork done to figure out the City's legal responsibility. Mayor Moore said that they are trying to get state funding, and there is no current investment from the City. Mayor Pro-Tem Shoemaker stated that she does not have a problem looking into it but would like to know where the school district is on who runs it, who would operate it, and other details that she feels should be discussed. Councilwoman Harris said maybe that is why we should have committee. Councilwoman stated that we spend money on things we don't own, like Mountain Island park, so what is the difference?

Councilman Hough said that the Council came together to direct our lobbyists for specific requests from the state and that he is concerned that if there are various requests are coming from the City, it makes it looks like the City is not unified on our requests for funds. Councilman Hough stated that this can send a confusing message to our officials, and we want to have a unified voice towards our delegation.

Mayor Moore stated that they there have only been preliminary discussions to look into this topic.

Mayor Pro-Tem Shoemaker stated that she does not feel that a committee is necessary at this time and would like more information. Mayor Pro Tem Shoemaker stated that she would like to support the school and agrees it would be used in the community but wants to know the school's details on how they want to run it.

Councilman Meadows said that we just talked about not wanting to spend money on property we own, but now we are talking about spending money on a building we don't own. Mayor Moore said the City has committed nothing so far, it's just in the initial talks.

Councilman Craig asked what is happening with the other buildings near the auditorium? Mayor Moore said that it is on a future agenda.

Councilman Meadows stated that this sounds like a school board issue, not a City issue. Councilman Hough asked who came to us? Mr. Blanton stated that Bessie with the school

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system approached the City. Mr. Blanton stated that the school board asked what the City wants from the project and that they have met with an engineer to see preliminary drawings of a performing arts facility.

Councilman Meadows restated the three committees discussed and inquired about the process to create a committee. Councilman Meadows inquired if the Council would want to follow specific industries to try to bring those here to Mount Holly and mentioned Disc Golf and medical services. Mayor Moore advised that the topic of a Disc Golf committee should be placed in the “Parking Lot”. Councilwoman Harris suggested the possibility of utilizing the Recreation Commission to discuss this as an agenda item.

Parking Lot Item #5 : Councilman Meadows would like to look into a possible Disc Golf Committee and explore industry specific committees such as medical services.

Councilman Hough asked if we are accomplishing the direction needed for the committee discussion? Mr. Blanton stated that he and staff would bring back draft options for a possible blanket code of conduct for all committees and that the creation of future committees could be discussed individually at an upcoming work session.

Mayor Pro-Tem Shoemaker said that as we introduce new committees, we need to have a policy detailing specifics of how it will run, term limits, when it will dissolve, and clearly stated tasks and objectives.

Councilman Meadows stated that he would like to see uniformity on committee structures.

Action: The consensus of the Council is for Mr. Blanton to bring back a draft blanket code of conduct possibly based on the Planning Commission and discuss options and details for individual committees at an upcoming work session.

2:45 PM – 3:15 PM: Policy Discussion Regarding Food Trucks in Mount Holly

Presented by: Planning Department

Mr. Beal reviewed the history of Food Trucks, and the policies established. Mr. Beal stated that in the early 2000s there was a BBQ food truck set up in a parking lot that was doing well, but that the Police and Fire Departments saw more accidents in the area because of increased traffic. Mr. Beal stated that there were other concerns identified with various vendors and created an ordinance called the coexisting, mobile, and temporary uses ordinance, and it has served the City well for the last 20 years. Mr. Beal explained that the ordinance now makes them apply for a permit and it is a 2-month process. Mr. Beal stated that this is for a truck that will be set up for a

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long time, not just for a one-time event and that the only city outside Mount Holly that requires a Special Use Permit is Harrisburg. Mr. Beal explained that there have been concerns and complaints about food trucks blocking parking spots downtown and that trucks do not pay power and/or utility bills. Mr. Beal stated that the advantages to food trucks are that they create foot traffic, more diversity in choices, and relieves restaurants' wait time. Mr. Beal explained that food truck parking in right of ways is a big concern. Mr. Beal stated that the goal is to talk about the process and make it less cumbersome to bring more food trucks in.

Mayor Pro-Tem Shoemaker stated that she is glad that there are more food trucks around and appreciates the process that is in place for them because she has seen random trucks in other cities.

Councilman Reeves stated that he has had conversations with business owners that want to know why food trucks can just pop up and be wherever. Councilman Reeves would like guidance to be able to say that a truck should or should not be somewhere and would like something in writing that speaks to that.

Councilwoman Harris is looking for clarification for when people call and ask her questions, and how could you regulate someone dropping off a truck and blocking spaces? Mr. Beal said there is no regulation right now.

Mayor Pro-Tem Shoemaker inquired if this for long term food truck placements or for a pop-up food truck that come for a one-time event? Mr. Beal stated that the City does not want to regulate short-term events with food trucks but would like to create structure around the parking issues that come up.

Mr. Beal stated that staff is looking for direction from the Council regarding switching the food truck process from special use permits to an administrative process.

Councilman Hough explained that it is difficult to get food trucks scheduled, and if a business is doing it, its cumbersome for them, but they do it for a reason. Councilman Hough stated that businesses that are scheduling food trucks are doing this mainly because they serve alcohol, and need to have food available for safety, or they are trying to bring in more people. Councilman Hough explained that businesses will not go through the effort if the food truck is not right in front of their business and has to be put in some parking lot further away because they are trying to attract customers and to advertise it.

Councilwoman Harris stated that she likes to have the truck tied to a business because right now anyone can just set up downtown, but if it has to be tied to a downtown business, she can tell

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others that they are set up with that business. Mayor Moore stated that he wants them to not be able to set up cones hours before they show up. Councilman Meadows stated that we should not make it cumbersome for them and that there should be hours of operations to clarify if a special use permit is needed or if it would just fall into the short term.

Councilman Craig stated that we have more parking expectations than we have actual parking, and he is for being able to block spaces for trucks, but only for a reasonable amount of time. Mayor Moore said they could put up a sign that this spot has to be empty by certain time. Councilman Hough stated that this should be incumbent upon businesses tied to the food truck to figure out the parking blocks. Mayor Pro Tem Shoemaker stated that she appreciates everyone's ideas, but that she would like to understand how the City handles City events pertaining to blockings and closures to look for guidance. Mayor Pro Tem Shoemaker asked if a truck is there every day but only for a certain time period, is that allowed? Mr. Dupont said there is a 72-hour limit for parking. Councilman Craig said that signs with the times on it is a good start.

Mr. Beal stated that he has an understanding of what Council would like for him to draft and bring back for Council's consideration.

Action: The consensus of the Council is for staff to bring back an administrative approval process, giving staff the authority to grant permits for long-term food trucks, that temporary food trucks that occupy public parking should be requested by the owner of the business where the food truck is located, and that general guidelines should be drafted.

3:15 PM – 3:45 pm: Update on the Relocation of the History Museum to the Municipal Complex

Presented by: Jonathan Blanton

Mr. Blanton discussed the current offers of \$500,000 from TR Property and the second offer from Logan Abrams and Tricia Scott for \$762,500. Councilman Hough stated that he is inclined to accept the Abrams/Scott offer for \$762,500. Mayor Pro Tem Shoemaker stated that she is happy that the offer is enough to pay for and move the history museum and that she supports accepting the Abrams/Scott offer of \$762,500. Councilman Craig stated that he is in favor of moving forward with the Abrams/Scott offer of \$762,500. Councilman Meadows stated that the sooner we get started with the process, the better.

Mrs. Anders explained that the upset bid procedure N.C.G.S 160A-269 may receive an offer and advertise for an upset bid.

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Action: The consensus of the Council is that they would like to move forward with a resolution to accept the offer of \$762,500 from Logan Abrams and Tricia Scott and initiate the upset bid process at the March 10, 2025 City Council meeting.

3:45 PM – 4:15 PM: Discussion of Pinewood Cemetery Presented by: Marie Anders

Mrs. Anders gave a short overview of the history of the Pinewood Cemetery. Mrs. Anders stated that the original deed is from 1936, and there has been multiple plats over the years. Mrs. Anders stated that all the plats/walkways that are recorded but may not actually be there. Mrs. Anders stated that the first lots found to be sold were in 1939, and the final lots sold were in 1985. Mrs. Anders explained that when it comes to state law on cemeteries, municipal cemeteries are governed by a GS 160A-341 and the NC Cemetery Act. Mrs. Anders stated that the City can create a trust fund for the proceeds and to accept gifts. Mrs. Anders explained that in terms of regulation, the City can adopt its own rules and regulations for pricing, hours, etc. Mrs. Anders explained that Chapter 91 of the City's ordinance is where we currently govern cemeteries. Mrs. Anders explained that the manager can sell lots today and that the Mayor and Manager can execute the deeds. Mrs. Anders stated that pricing was set at \$30 per grave for a resident and \$60 for a non-resident and that the Director of Public Works is the supervisor of the cemeteries. Mrs. Anders stated that lot owners are currently charged for the price of upkeep, unless other arrangements are made. Mrs. Anders explained that in 2020, Pineview Consultants LLC offered to purchase the cemetery through the upset bid process and the City accepted. The City is specifically required to convey a cemetery to a church or business that will continue it as a cemetery. Mrs. Anders stated that Pineview LLC terminated in the due diligence period. Mrs. Anders explained that they contacted the cemetery board and were told there is a minimum requirement of 30 contiguous acres needed to get the license to purchase a cemetery, and a separate license is needed per location. Mrs. Anders stated that they terminated because there are only 21 acres. Mrs. Anders reported that there is a lack of internal records because no perpetual trust fund was created to keep records internally. Mrs. Anders explained that the buyers of the lots were supposed to record the deeds with the Register of Deeds, but many did not. Mrs. Anders explained that the cost of maintenance is a concern and that the next steps are to amend the price, set a fee for maintenance and set up a fund for that, stake and survey existing sites even though it has been in the past, and determine if more survey plats are necessary. Mrs. Anders explained that the City may need to have underground surveying done to determine where people are placed.

Councilman Hough asked what is the purpose of this conversation?

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Mayor Moore stated that we are spending money to maintain it, and people have asked if they can purchase lots. Mayor Moore stated that if we could sell 15-20 plots a year it could pay for itself.

Councilman Meadows asked if we could explore third party contracting for this so that staff does is not burdened?

Councilman Hough said to get issue of who owns what, can we put out a public notice for people to come forward and bring their deeds to the City and protect their purchase? Is there a process for that?

Mrs. Anders stated that there is a process, but whoever gets to the courthouse first has valid ownership.

Councilman Hough asked if is this something staff wants to get into? Councilman Hough stated that he understands the reasoning behind it but is unsure if staff has the time and resources to take this on and would look to staff for the logistics.

Action: The consensus of the Council is for Mr. Blanton and staff to evaluate the possibility of selling plots and to revise the regulations based on the City Attorney's recommendations.

4:15 PM – 4:45 PM: Update on the Decommissioning of the Wastewater Treatment Plant

Presented by: Barry Shearin and/or Staff

Mr. Shearin stated that he was here a year ago to kick off the decommissioning process and now is here to provide an update on where we are a year in the process. Mr. Shearing presented a map showing what the City owns in blue and what the City of Charlotte owns in yellow and stated that we are working with the blue area. Mr. Shearin stated that the grant was secured last year and that the pieces to pump water across the river are almost complete. Mr. Shearin stated that in August 2025, Charlotte Water will be able to accept the water from here and will accept the water before they start to treat it. Mr. Shearin reported that HDR Engineering of the Carolinas was selected to do the decommissioning, and he has started that design. Mr. Shearin reported that the bid documents are complete, and the permits are almost done. Mr. Shearin stated that there is

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a State process to follow as it shuts down to make sure it is cleaned up correctly in order to develop in the future. Mr. Shearin reported that the initial cost estimate is under \$15 million, with some things that are variable. Mr. Shearin stated that DEQ required environmental testing of the soil under the basins so depending on these results, which they think is low risk, could affect the costs. Mr. Shearin stated that they will level the site to what it is now, so it won't be completely flat. Mr. Shearin reported that for the next steps, the flood plain use permit, erosion permit, and demolition permits are all submitted and just need to be finalized. Mr. Shearin reported that Charlotte Water will take all the leftover water from the basins. Mr. Shearin stated that Charlotte Water asked us to test the water from the sludge that is leftover in the basins, they will take the water based on the test results, and then the sludge is going to be hauled to the landfill. Mr. Shearin stated that the construction bids are going out in March due to odor issues if the plant sits too long. Mr. Shearin reported that they expect it will take 6-9 months to complete once the contractor is selected.

Councilman Meadows asked if it is possible to design the bid documents so that if a bid comes in under \$15 million to have plans to utilize all the funds? Mr. Shearin said if there was anything left over it would likely go towards raising the floodplain. Councilman Meadows asked if repaving the entrance can be part of the decommissioning? Mr. Shearin said that if damage was done due to the decommissioning process, then yes, grant funds can be used to fix and repave it.

Parking Lot Item #6: Councilman Meadows stated that he would like to discuss what the next development for the site will be.

Mayor Moore thanked everyone for being here and for their hard work and preparation.

Motion: Councilman Hough made a motion to adjourn the February 2, 2025 City Council Retreat. Mayor Pro-Tem Shoemaker seconded the motion.

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

The meeting adjourned at 4:01 PM.

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PARKING LOT ITEMS:

- 1. Parking Lot Item #1: Councilman Meadows requested that a catalog of policy accomplishments and timeline from the Strategic Vision Plans for the City’s website be added to the “Parking Lot” for a later discussion.**
- 2. Parking Lot #2: Councilman Meadows asked that staff add to the “parking lot” a revitalization program and funds to refresh art as it eventually fades or if we ever see any graffiti.**
- 3. Parking Lot #3: Councilman Meadows asked about looking into the land the City owns around the Water Treatment Plant since the needs are pushing further North?**
- 4. Parking Lot #4: Councilman Meadows said that he knows of a group that is passionate about Disc Golf and would like for this topic to be added to the “Parking Lot” for further discussion and for staff to explore ways to provide options for disc golf throughout Mount Holly.**
- 5. Parking Lot Item #5 : Councilman Meadows would like to look into a possible Disc Golf Committee and explore industry specific committees such as medical services.**
- 6. Parking Lot Item #6: Councilman Meadows stated that he would like to discuss what the next development for the site will be.**



Regular Meeting Agenda Action Form

Meeting Date

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From

Jonathan Blanton, City Manager
City Management

PRESENTATIONS Item # 1

Update from the Mount Holly Police Foundation

Will this require a public hearing?

No

Background/Purpose of Request

The Mount Holly Police Foundation will give an update on current initiatives to the City council.

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

This presentation is for information only with no action of the City Council required.

Attachments

None



Regular Meeting Agenda Action Form

Meeting Date

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From

Alexis Hill, Human Resources Director
Human Resources

PRESENTATIONS Item # 2

Presentation of the OSHA Public Sector SHARP 10-Year Recertification Award to the Mount Holly Police Department

Will this require a public hearing?

No

Background/Purpose of Request

The purpose of this presentation is to recognize our Mount Holly Police Department for being the recipient of the OSHA Public Sector SHARP 10-Year Recertification Award. The award will be presented by the North Carolina Labor Commissioner, Luke Farley.

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

April 14, 2025

From

Brandon Livingston, Planning II
Planning

PUBLIC HEARING Item # 1

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 & to provide a process for how street lights are accepted for maintenance by the City. 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.

This text amendment will also clarify Duke Energy bill payments. Following City Council approval for the bond release, the developer will be responsible for notifying the HOA of the development stating that the City of Mount Holly will be taking over the provided Duke Energy accounts. At this time, the developer will also submit the Duke Energy account numbers for street lighting when they request the bond release. Staff worked with Public Works staffers to develop this language to ensure that the process was acceptable to their office, and would meet their needs. It is the goal of this amendment to make the process clearer for how street lights are accepted for maintenance by the City for staff, developers, and HOAs. With this update, we will have a clear process for everyone to follow, which will hopefully limit confusion moving forward.

The Planning Commission voted unanimously for a favorable recommendation to City Council during their meeting on April 7th.

Fiscal Impact

Will Item affect current budget? NA

Reviewed by Finance Director? NA

Preaudit Certification Required?	NA
Capital Project Ordinance Required?	NA
Budget Transfer Required?	NA
Total City Dollars:	NA
Budget Code:	NA
Reviewed by City Attorney?	No

Manager/Staff Recommendation

Staff supports approval of the proposed text amendment.

Attachments

1. Street Light 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
Phone Number

Ethan McGee
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. The City Engineer and Site Inspector will verify that the lighting plans have been inspected and accepted. Following City Council approval for the bond release, the developer will be responsible for notifying the HOA of the development stating that the City of Mount Holly will be taking over the provided Duke Energy accounts. At this time, the developer will also submit the Duke Energy account numbers for street lighting when they request the bond release.

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

(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



Regular Meeting Agenda Action Form

Meeting Date

April 14, 2025

From

Paul Lowe, Assistant Planning Director
Planning

PUBLIC HEARING Item # 2

Public Hearing to Consider an Update to the City's Land Use Map to include Parcel # 182052, 309218, & 183600. Case # LUM 25-1.

Will this require a public hearing?

No

Background/Purpose of Request

This update to the City's Land Use Map would assist staff to include Parcel #s 182052, 309218, & 183600, which had previously been overlooked when each parcel was rezoned and annexed into the City, so they can be included in the Land Use Plan Map-while providing Land Use Plan place types for each property, and would provide uses for each of these parcels. Currently, for each of the three parcels, no place types are presented and each property does not show up as being included in our Future Land Use Map. This amendment would correct this issue. For Parcel #s 182052 & 309218, which are Belmont Textiles and Dust Filtration, which would be provided the use type, Industrial, while Parcel # 183600, would be provided the use type Neighborhood Residential. Parcel #s 182052 & 309218 have had active industrial uses on them for years, while Parcel # 183600 is actively being developed into a town home community, so staff feels that the proposed use types would work & are appropriate. At their April 7th meeting, the Planning Commission held a public hearing on this case, with no one signing up to speak, and voted to recommend approval of this item. If approved, our GIS staff would work to correct the place types and include the three properties into our Future Land Use Map.

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 requested update of the City's Land Use Plan.

Attachments

1. Application & Maps.



APPLICATION FOR MAP AMENDMENT
CITY OF MOUNT HOLLY, NORTH CAROLINA

Date Filed: **3-26-25**. Application Number: **LUM-25-1**.

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

1. The amendment is found in the City of Mount Holly Future Land Use Map relating to:
amend Future Land Use Map, parcels 182052, 309218, and 183600.
2. The following statement best describes what you would like the map amendment to reflect:
The proposed amendment submitted by staff would amend the Future Land Use Map to provide classification for the currently unclassified properties such that parcel 182052 would become Industrial, 309218 would become Industrial, and 183600 would become Neighborhood Residential.
3. Name: **Beth Ann Winebarger, GIS Technician II**

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

704-951-3026

Phone Number

Beth Ann Winebarger

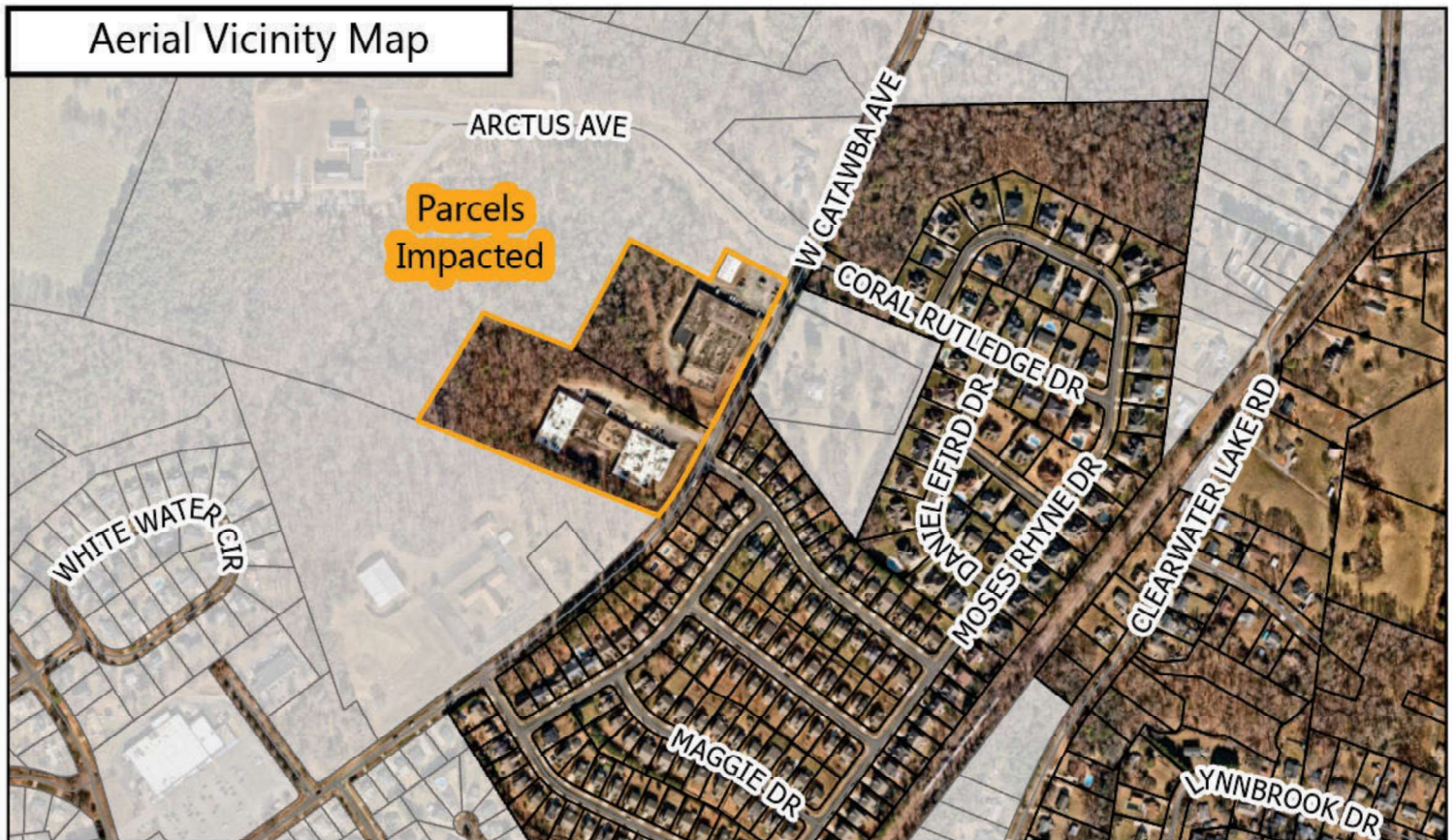
Signature of Applicant

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.

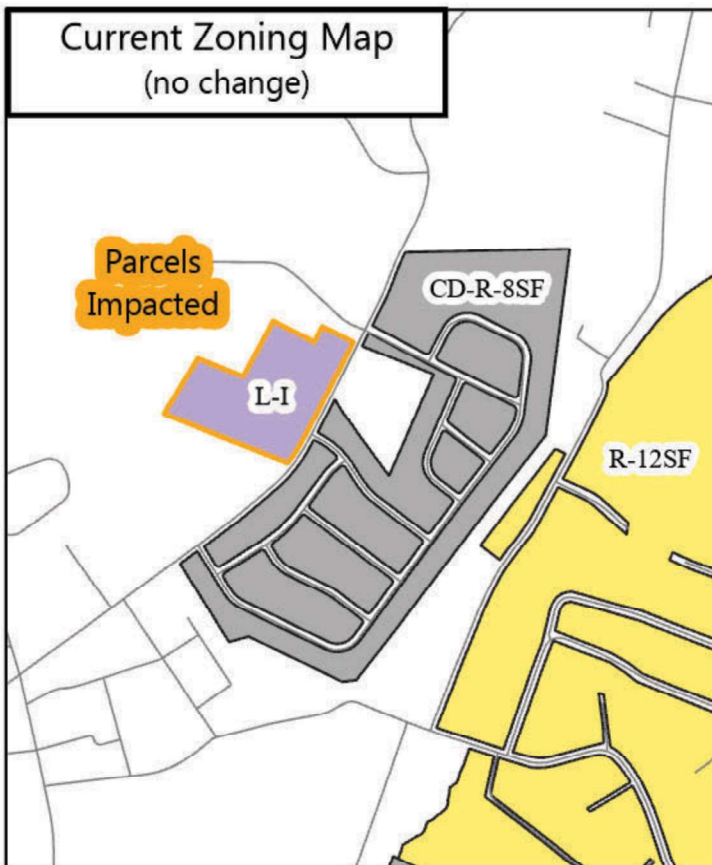


Parcel 182052 and 309218
Future Land Use Map Amendment
Currently Not Classified | Amend Map to Classify as Industrial Land Use

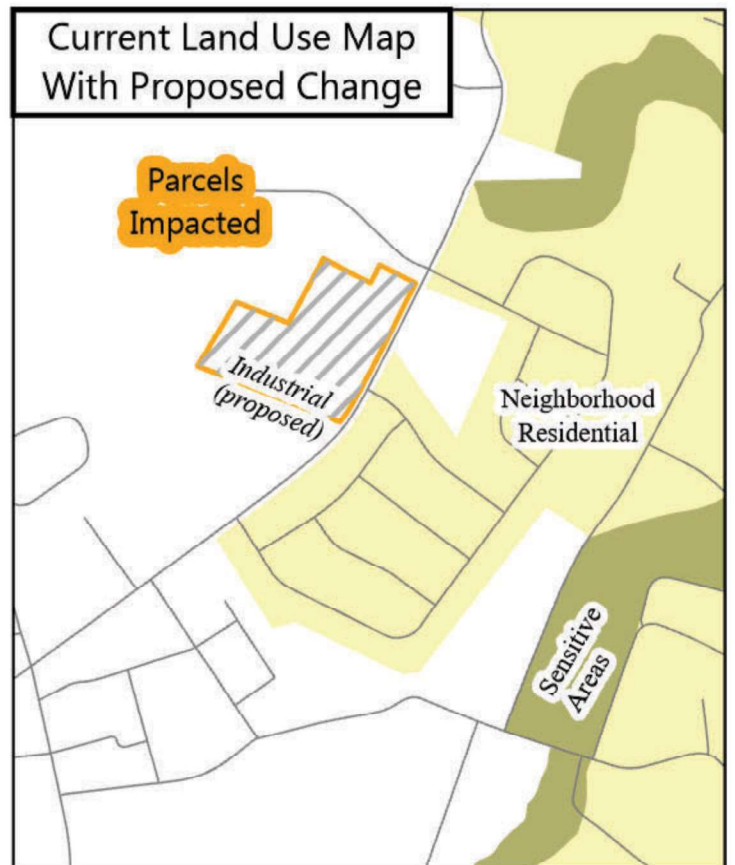
Aerial Vicinity Map



Current Zoning Map
(no change)



Current Land Use Map
With Proposed Change





Parcel 183600

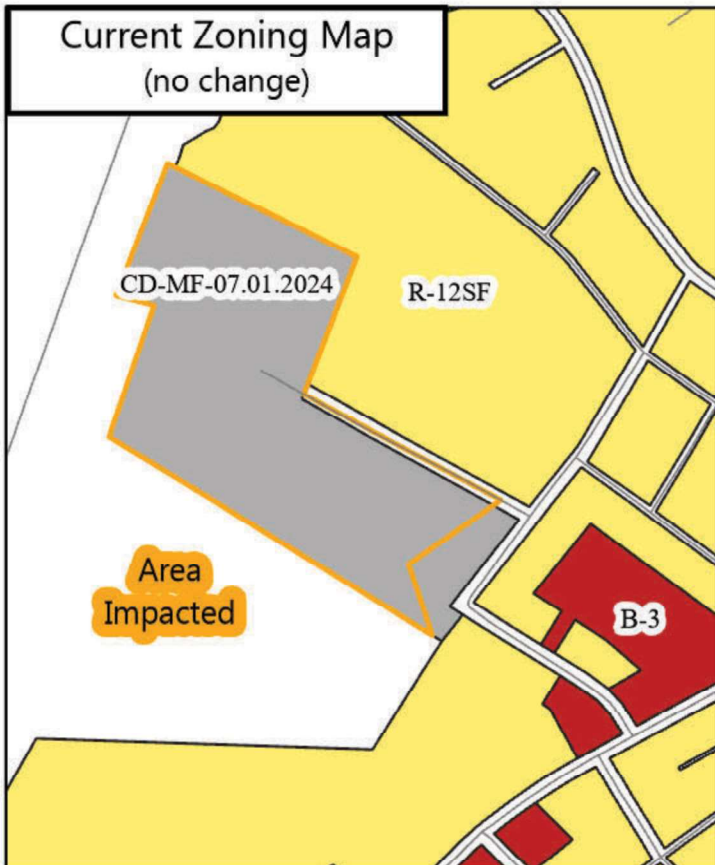
Future Land Use Map Amendment

Currently Not Classified | Amend Map to Classify as Neighborhood Residential

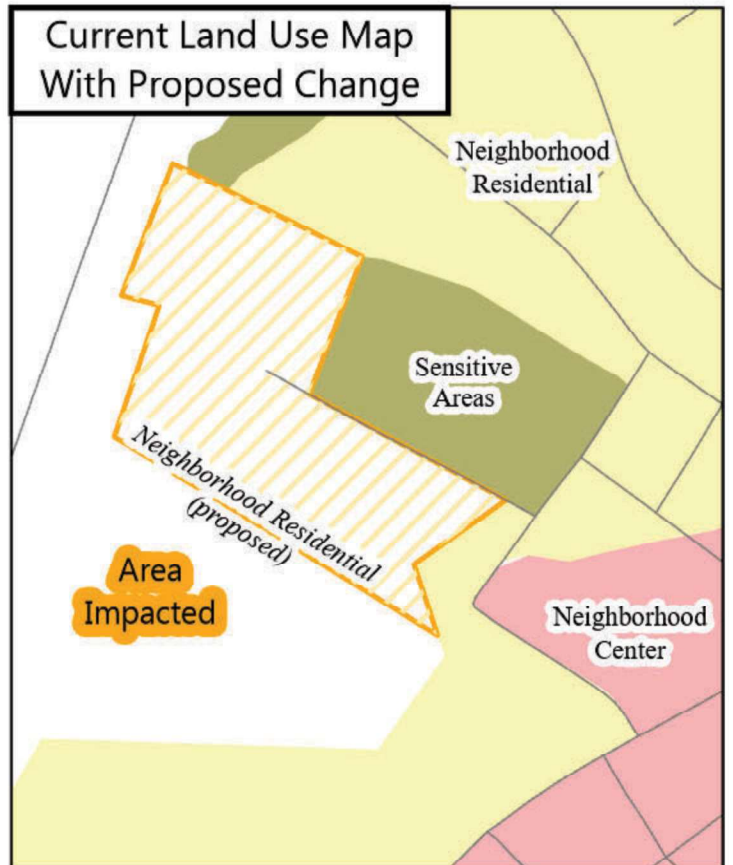
Aerial Vicinity Map



Current Zoning Map
(no change)



Current Land Use Map
With Proposed Change





Regular Meeting Agenda Action Form

Meeting Date

April 14, 2025

From

Joshua Blackwell, Planner I
Planning

PUBLIC HEARING Item # 3

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. The latter update would provide buffer standards for utility equipment and storage yards, and provide a new note for this use. Case #TA-25-2.

Will this require a public hearing?

Yes

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 City Council called for a public hearing on this matter at their March 10th meeting, the Planning Commission discussed the matter at their April 7th meeting and recommended the City Council approve the text amendment.

Fiscal Impact

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

Manager/Staff Recommendation

Staff recommends approval of the proposed text amendment.

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

Phone Number

Josh Blackwell

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	5						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

April 14, 2025

From

Jonathan Blanton, City Manager
City Management

OLD BUSINESS Item # 1

Update on the Upset Bid Process for 131 South Main Street

Will this require a public hearing?

No

Background/Purpose of Request

On March 10th 2025, the City Council accepted an offer of \$762,500.00 from Logan Abrams and Trisha Scott for the sale of 131 South Main Street, subject to the upset bid process. On Monday, March 24th 2025, the first upset bid period ended, and the only qualified bid received was from the Mount Holly Historical Society in the amount of \$815,000.00. On April 8th 2025, the second upset bid period ended and no additional qualified bids were received. The final, highest bid was from the Mount Holly Historical Society in the amount of \$815,000.00. As the upset bid process has officially ended, the City Council has two options: (i) the Council may accept the offer from the Mount Holly Historical Society and move forward with the due diligence period; or (ii) the Council may reject any and all bids, thus withdrawing the property from sale.

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

Staff seeks direction on next steps for the potential sale of 131 South Main Street.

Attachments

1. MHHS Offer to Purchase - 131 South Main



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

Mount Holly Historical Society, Inc.,
a(n) Non-Profit Corporation ("Buyer"), and
(individual or State of formation and type of entity)
City of Mount 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 Street Mount Holly, NC 28120

Plat Reference: Lot(s) _____, Block or Section _____, as shown on Plat Book or Slide
at Page(s) _____, Gaston County, consisting of .24 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
0958, Page No. 0614, Gaston County.)

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

\$ 815,000.00 (b) **"Purchase Price"** shall mean the sum of Eight Hundred Fifteen Thousand Dollars,

40,750.00 payable on the following terms:
(i) **"Earnest Money"** shall mean Forty Thousand, Seven Hundred Fifty Dollars
or terms as follows: _____

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

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

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

Buyer Initials NW CS Seller Initials _____

Mountain Island Lake Realty, LLC, 802 N Main Street Mount Holly NC 28120
Kimberly Clark

Phone: 7046087680 Fax: _____
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

Mt Holly Historical

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.

\$ _____ N/A (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.)

\$ 774,250.00 (iii) Cash, balance of Purchase Price, at Closing in the amount of Seven Hundred Seventy-Four Thousand, Two Hundred Fifty 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 _____ or 45 Days from Executed 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 _____

Buyer Initials NW CS Seller Initials _____

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Revised 7/2023

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30 Days from Executed 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 # _____)
Acting as: ☒ Seller's Agent; ☐ Dual Agent
and Mountain Island Lake Realty, LLC ("Selling Agency"),
Kimberly Clark ("Selling Agent" - License # NC 212616)
Acting as: ☒ Buyer's Agent; ☐ Seller's (Sub) Agent; ☐ Dual Agent

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

P.O. Box 406 Mount Holly NC 28120

e-mail address: jonathan.blanton@mtholly.us fax number: _____
except as same may be changed pursuant to Section 12.

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

P.O. Box 12 Mount Holly, NC 28120

e-mail address: mhhistoricalociety@gmail.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:

None

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

Buyer Initials NW CSJ Seller Initials _____

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compliance, and the following:

None

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

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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 EARNST 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

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

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

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

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

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

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

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

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

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Buyer Initials

NW

CSJ

Seller Initials

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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):

None

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

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

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

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

Buyer Initials NW CSJ Seller Initials _____

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

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

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

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

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

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

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

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

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

BUYER:

Individual

Date: _____

Date: _____

SELLER:

Individual

Date: _____

Date: _____

Buyer Initials

NW

CSJ

Seller Initials

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STANDARD FORM 580-T

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Mt Holly

Business Entity

Mount Holly Historical Society, Inc.
(Name of Entity)
By: Nancy Wrenn
Name: Nancy Wrenn
Title: President
Date: 03/18/25

Business Entity

City of Mount Holly
(Name of Entity)
By: _____
Name: _____
Title: _____
Date: _____

WIRE FRAUD WARNING

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

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

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

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

City of Mount Holly
(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.

ADDITIONAL SIGNATURES ADDENDUM

[Consult "Guidelines" (Form 3G) for guidance in completing this form]

NOTE: This form should not be used to add new parties after a contract has been formed

Property Address: **131 S Main Street Mount Holly, NC 28120, ,**

This ADDITIONAL SIGNATURES ADDENDUM is attached to and made a part of the following named document including any addendum listed here (*describe form and addendum by name*) **Commercial Agreement for Purchase and Sale of Real Property**

("Document").

The number of parties who need to sign the Document exceed the space provided in the Document. The sole purpose of this Addendum is to provide additional spaces for the identification and signature of the Document by all necessary parties.

By signing this Addendum, each of the additional parties named below acknowledges receipt of the Document and agrees to be bound by all the terms, conditions and/or other provisions contained in the Document.

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.

Party Name (print): _____ ☐ Buyer ☐ Seller ☐ Other: _____

Signature: _____ Date: _____

Party Name (print): _____ ☐ Buyer ☐ Seller ☐ Other: _____

Signature: _____ Date: _____

Party Name (print): _____ ☐ Buyer ☐ Seller ☐ Other: _____

Signature: _____ Date: _____

Party Name (print): _____ ☐ Buyer ☐ Seller ☐ Other: _____

Signature: _____ Date: _____

Party Name (print): _____ ☐ Buyer ☐ Seller ☐ Other: _____

Signature: _____ Date: _____

Party Name (print): _____ ☐ Buyer ☐ Seller ☐ Other: _____

Signature: _____ Date: _____

Party Name (print): _____ ☐ Buyer ☐ Seller ☐ Other: _____

Signature: _____ Date: _____

Party Name (print): _____ ☐ Buyer ☐ Seller ☐ Other: _____

Signature: _____ Date: _____

Entity Party Name (print): **Mount Holly Historical Society, Inc.**

By: Camille Stowe Jessen 03/18/25 Camille Stowe Jessen vice- President

Signature of authorized representative

Date

Print name and title

☒ Buyer ☐ Seller ☐ Other: _____

Entity Party Name (print): _____

By: _____
Signature of authorized representative Date Print name and title

☐ Buyer ☐ Seller ☐ Other: _____

Page 1 of 1



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



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Revised 7/2020
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Regular Meeting Agenda Action Form

Meeting Date

April 14, 2025

From

Jonathan Blanton, City Manager
City Management

OLD BUSINESS Item # 2

Consideration of Kinetix Lease Renewal

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. Kinetix Lease Agreement_City Council(4-14-2025)

NORTH CAROLINA
GASTON COUNTY

LEASE AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

1st year: March 1, 2025, to February 28, 2026, the annual rental shall be \$83,487.99, payable in equal, consecutive monthly payments
2nd year: March 1, 2026, to February 28, 2027, the annual rental shall be \$85,575.19, payable in equal, consecutive monthly payments.
3rd year: March 1, 2027, to February 29, 2028, the annual rental shall be \$87,714.57, payable in equal, consecutive monthly payments.
4th year: March 1, 2028, to February 28, 2029, the annual rental shall be \$89,907.43, payable in equal, consecutive monthly payments.
5th year: March 1, 2029, to February 28, 2030, the annual rental shall be \$92,155.12, payable in equal, consecutive monthly payments.
6. Deposit: Simultaneously with the execution of the prior lease between the parties dated February 24, 2020, Tenant paid to Landlord a security deposit in the sum of \$6,303.00 as part

of initial lease term on February 24, 2020, as security for the full and faithful performance by Tenant of all the terms, covenants, and conditions of this Lease upon the Tenant's part to be performed. Upon the expiration of the Lease, Landlord will return the deposit to Tenant without interest, after deducting any amounts of unpaid rents and deducting amounts reasonably necessary to cure any other defaults of Tenant.

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

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

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

responsibility in connection with the safekeeping of all its equipment and personal property left on the Premises and furthermore holds the Landlord harmless for any damages of whatever nature occurring to said property while it is located on the Premises. Each party agrees to deliver a certificate of insurance to the other party upon demand therefor. Notwithstanding anything to the contrary contained in this Section 12, each party's obligation to carry insurance may be satisfied by coverage under a so-called blanket policy or policies of insurance. Tenant's policy shall be endorsed as necessary to require the insurer to provide thirty (30) days' notice to Landlord prior to cancellation of coverage.

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

coordinate with the police and fire departments to provide access in the event of an emergency and shall not do anything which would exclude others from the Common Areas. The general public shall not use the Premises as a thoroughfare for access to the remainder of the MHMC or the Grand Hall.

16. Compliance with Laws: Tenant shall comply with all applicable codes, laws, rules and regulations affecting Tenant's Use of the Premises or alterations specifically performed by Tenant. Landlord shall comply with all applicable codes, laws, rules and regulations in connection with its obligations under this Lease with respect to the Premises and the MHMC, including but not limited to any repair obligations.
17. Alterations: Tenant shall not make any material alterations to the Premises or any alterations that materially and adversely affect the structural integrity of the Premises or that materially and adversely affect the exterior, signs, and/or utility lines or systems serving the Premises without Landlord's prior written consent (which consent shall not be unreasonably denied, withheld, conditioned, or delayed). All alterations performed by Tenant shall be performed in a good and workmanlike, "lien-free" manner in all material respects and in compliance with applicable governmental laws in all material respects. Any alterations to the Premises that are approved by the Landlord that are not Tenant's Retained Assets may remain in the Premises upon the expiration or termination of this Lease Agreement and do not need to be removed by the Tenant. For purposes of this Lease Agreement, Tenant's Retained Assets shall mean trade fixtures, equipment specifically designed, installed or used solely in connection with the Tenant's intended use of the Premises as described herein, and inventory and personal property of Tenant, which shall not constitute or be deemed to constitute fixtures, and which shall remain the property of Tenant. During any period in which Tenant is constructing tenant improvements or during which Landlord is constructing any improvements to or within the MHMC, Tenant or Landlord, as applicable, shall ensure that its contractors, subcontractors, agents and employees do not unreasonably interfere with the conduct of the other party's business.
18. Authority: Apart from the City Council of Mount Holly and subject to the requirements of N.C. Gen. Stat. § 160A-272, no other party's consent is needed for Landlord to execute this Lease Agreement.
19. Offensive Noises and Odors: Landlord and Tenant shall each ensure that the businesses that each respectively conducts within the MHMC and the Premises shall not create any noises or odors that are offensive to persons of ordinary sensitivity in the context of a business environment.
20. Casualty: Tenant shall promptly notify Landlord of any fire or other casualty to the Premises, or to the extent it knows of damage, to the Common Areas. In the event the Premises or any substantial part of the Common Areas are wholly or partially damaged or destroyed by fire or other casualty which is covered by Landlord's insurance, Landlord will proceed to restore the same to substantially the same condition existing immediately prior to such damage or destruction unless such damage or destruction is incapable of repair or restoration within one hundred eighty (180) days, in which event either party may, at its option and by written notice given to the other party within sixty (60) days of such damage or destruction, declare

this Lease terminated as of the happening of such damage or destruction. If in Landlord's sole opinion the net insurance proceeds recovered by reason of the damage or destruction will not be adequate to complete the restoration of the Premises, Landlord shall have the right to terminate this Lease and all unaccrued obligations of the parties hereto by sending a notice of such termination to Tenant. To the extent after fire or other casualty that Tenant shall be deprived of the use and occupancy of the Premises or any portion thereof as a result of any such damage, destruction or the repair thereof, providing Tenant did not deliberately cause the fire or other casualty, Tenant shall be relieved of the same ratable portion of the Rent hereunder as the amount of damaged or useless space in the Premises bears to the square footage of the Premises until such time as the Premises may be restored. Landlord shall reasonably determine the amount of damaged or useless space and the square footage of the Premises referenced in the prior sentence. In connection with any such fire or other casualty, in the event the Premises are rendered inadequate to enable Tenant to carry on its business to substantially the same extent as prior to such damage, providing Tenant did not deliberately cause the fire or other casualty and notwithstanding anything in this Section 20 to the contrary, Tenant may, by written notice to Landlord within sixty (60) days of the occurrence, declare this Lease terminated as of the happening of such damage or destruction.

21. Termination:

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

22. Notices: Any and all notices required hereunder or under this Lease Agreement shall be in writing and shall be deemed to have been properly given and received on (a) the date delivered in person; (b) (i) the next business day if deposited in the United States mail, registered or certified, return receipt requested, or (b) (ii) the next business day if deposited with a nationally recognized courier service for next business day delivery to the addresses set out below as to Landlord and Tenant, or at such other addresses as specified by written notice delivered in accordance herewith; or (c) the date of delivery by email, so long as a hard copy of the notice is also forwarded to the other party no later than the next business day by one of the methods stated in (a), (b)(i) or (b)(ii) of this Section 22. If any deadline, expiration date or end of a time period prescribed by this Lease Agreement falls on a Saturday, Sunday,

or federal or state-recognized holiday, then that deadline, date or time period will be extended to the next business day.

Landlord's Notice Address shall be as follows:

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

With a copy to:

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

Tenant's Notice Address shall be as follows:

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

With a copy to:

Christopher Lewis
10119 Woodsboro Road
Woodsboro, MD 21798

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

27. Severability: In the event that any provisions herein shall be deemed invalid or unenforceable, the other provisions, hereof shall remain in the full force and effect, and be binding upon the parties hereto.
28. Applicable Law: This Agreement shall be interpreted and enforced according to the laws of the State of North Carolina. Any legal action regarding the enforcement of this Agreement must be filed in the appropriate Court in Gaston County, State of North Carolina, having jurisdiction in the matter.
29. Integrated Contract: Neither party has made any representation or promise, except as contained herein, or in come further writing signed by the party making such representation or promise.
30. Counterparts: This agreement may be simultaneously executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.
31. Miscellaneous: The headings and captions in this Agreement are solely for convenience and shall not be considered in construing or interpreting any provision in this Agreement.

IN WITNESS WHEREOF, this Lease Agreement is executed in duplicate originals the day and year first above written, by authority duly given.

LANDLORD:
CITY OF MOUNT HOLLY

By: _____(SEAL)
David Moore, Mayor

Attest:

Tara Douglas, City Clerk

TENANT:
KINETIX PHYSIOTHERAPY AND
PERFORMANCE, LIC

By: _____(SEAL)
Name: Christopher Lewis
Title: Member/Manager

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

Finance Officer

Date: _____

STATE OF NORTH CAROLINA

NOTARY ACKNOWLEDGEMENT

COUNTY OF GASTON

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

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

Notary Public

My commission expires: _____

(seal)

STATE OF NORTH CAROLINA

NOTARY ACKNOWLEDGEMENT

COUNTY OF _____

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

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

Notary Public

My commission expires: _____

(seal)

EXHIBIT A
SITE PLAN OF PREMISES

The Premises are outlined in red as shown below.

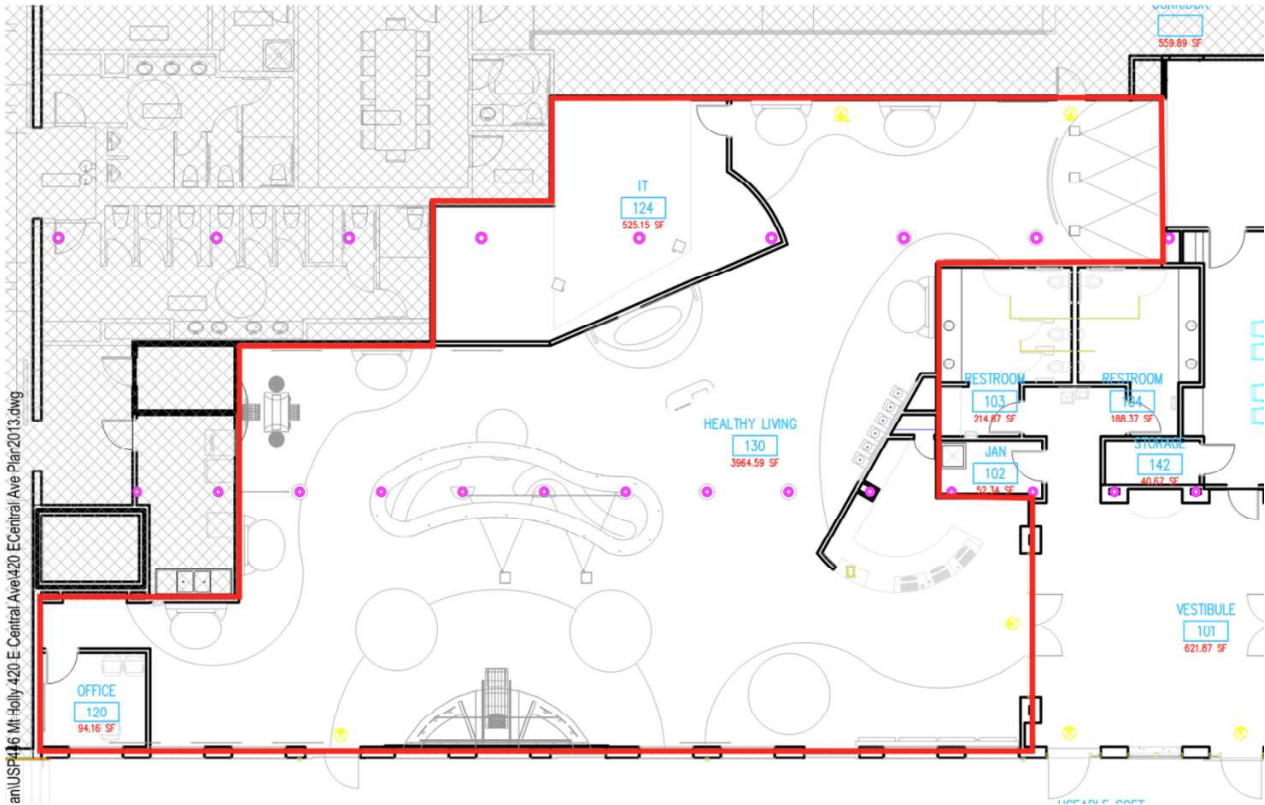


EXHIBIT B
SITE PLAN OF PARKING LOT
KINETIX LEASE
400 East Central Parking Exhibit

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



RESERVED FOR POLICE DEPARTMENT, CITY
EMPLOYEES and MUNICIPAL VEHICLES.

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

Each Office Is Independently Owned And Operated

EXHIBIT C

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

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

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



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





Regular Meeting Agenda Action Form

Meeting Date

April 14, 2025

From

Jonathan Blanton, City Manager
City Management

NEW BUSINESS Item # 1

Discussion of Property Management Options on East Central Avenue

Will this require a public hearing?

No

Background/Purpose of Request

With the recent acquisition of property on East Central Avenue, the City now has six commercial tenants. The City has also acquired several vacant properties with recent acquisitions. The City has been in discussions with L&E Properties and MECA Realty to discuss proposals for property management services and short-term leasing options. The City Manager will discuss these proposals and request direction from the City Council.

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

Staff asks for direction on whether the Council would like to proceed with property management services, or keep the management of the properties in-house, and whether the Council would like to pursue short-term leasing options for vacant properties.

Attachments

None



Regular Meeting Agenda Action Form

Meeting Date

April 14, 2025

From

Jonathan Blanton, City Manager
City Management

NEW BUSINESS Item # 2

City Manager Report

Will this require a public hearing?

No

Background/Purpose of Request

City Manager Blanton to provide an update to the Council and citizens

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