# April 28, 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 28, 2025 | 6:30 PM
Municipal Complex - Council Chambers
400 East Central Avenue
Mount Holly, NC 28120

**CALL TO ORDER**

**INVOCATION**

**PLEDGE OF ALLEGIANCE:**

**SET THE AGENDA**

**CONSENT AGENDA**

1. Budget Amendment to pave West Glendale at Ransom Hunter Park
2. Budget Amendment for parking lot paving at 128 South Main Street Mount Holly NC
3. Approval to Award Contract to Carolina Wetland Services for Storm Water Project
4. Approval for Staff to Apply for the North Carolina Chapter of the American Planning Association's Great Places-Great Place for Public Art Award.
5. Approval to Appoint Greg Blackwood to the ABC Commission
6. Resolution of Support to amend the Gaston County Blueway Masterplan to include Dutchman's Creek
7. Approval of Interlocal Agreement for Tax Collection
8. Approval of Minutes- City Council Meeting April 14, 2025

**PRESENTATIONS**

1. Update on Veterans Park Expansion and Redevelopment

   Brian DuPont
2. Baker Tilly Classification and Compensation Study Update

   Sarah Towne
3. Presentation on Joint Use Agreement between Gaston County Schools and Parks and Recreation for the use of school ballfields.

   Eric Smallwood
4. Disposal of Real Property Using Economic Development Statute

   Matt Black

**OLD BUSINESS**

1. Update on Property Management for East Central Avenue

   Jonathan Blanton

# City of Mount Holly
# City Council
# Regular Meeting

April 28, 2025 | 6:30 PM
Municipal Complex - Council Chambers
400 East Central Avenue
Mount Holly, NC 28120

2. Discussion and Approval of Process for Planning Commission Appointments

Greg Beal

**NEW BUSINESS**

1. City Manager Report

Jonathan Blanton

**ADJOURN**

# Regular Meeting
# Agenda Action Form

| Meeting Date | From |
|---|---|
| April 28, 2025 | Jason Green, Public Works Director<br>Public Works |

## CONSENT AGENDA Item # 1

Budget Amendment to pave West Glendale at Ransom Hunter Park

## Will this require a public hearing?

No

## Background/Purpose of Request

The pavement on W Glendale at Ransom Hunter Park was observed to be in poor condition. JD Goodrum is working on extending the pavement for diagonal on-street parking and Glendale will need to be repaved to prevent future damage to Glendale and the park. Custom is currently working on the downtown paving project and this will be a change order to that contract.

## Fiscal Impact

| | |
|---|---|
| Will Item affect current budget? | Yes |
| Reviewed by Finance Director? | Yes |
| Preaudit Certification Required? | No |
| Capital Project Ordinance Required? | No |
| Budget Transfer Required? | Yes |
| **Total City Dollars:** | 70,118.00 |
| **Budget Code:** | 27-20-4510-591 |
| Reviewed by City Attorney? | No |

## Manager/Staff Recommendation

## Attachments

1. 4.10.25 W Glendale Pay Items
2. BD for Powell Bill 4-28-25

| Item # | Std. Item. No | Sect. | Item | Qty | Unit | Unit Cost | Amount Bid |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| | 0000100000-N | 800 | Mobilization | 1 | LS | $ 5,000.00 | $ 5,000.00 |
| | 0043000000-N | 226 | Lump Sum Grading/Traffic Control** | 1 | LS | $ 8,161.00 | $ 8,161.00 |
| | 1575000000-E | 620 | Liquid Asphalt Binder for Plant Mix | 10 | Tons | $ 565.63 | $ 5,656.30 |
| | 1519000000-E | 610 | Asphalt Surface Course - I9.5B- various depth | 110 | Tons | $ 195.00 | $ 21,450.00 |
| | 1297000000-E | 607 | Milling Asphalt Pavement (1.5” to 2.5” depth) | 978 | SY | $ 17.00 | $ 16,626.00 |
| | 1330000000-E | 607 | Incidental Milling – Tie-ins, etc. | 35 | SY | $ 17.00 | $ 595.00 |
| | 1120000000-E | 545 | Incidental Stone - Aggregate Base Course (ABC) | 50 | Tons | $ 65.00 | $ 3,250.00 |
| | 2830000000-N | 858 | Adjustment of Manholes | 3 | EA | $ 78.00 | $ 234.00 |
| | | | Contingency | | | | $ 9,145.85 |

Total **$ 70,118.15**

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

| Account Number | Description | Account Debit | Account Credit |
|---|---|---|---|
| 27-20-3991-000 | Fund Balance Appropriation | | $70,118.00 |
| 27-20-4510-591 | Capital- Street Construction | $70,118.00 | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| **TOTAL** | | $70,118.00 | $70,118.00 |

Date Submitted: 28-Apr-25

Finance Officer: ______________________

City Manager: ______________________

Department Comments:

Amendment to appropriate Powell Bill fund balance for Powell Bill Project

# Regular Meeting
# Agenda Action Form

| Meeting Date | From |
|---|---|
| April 28, 2025 | Jason Green, Public Works Director<br>Public Works |

## CONSENT AGENDA Item # 2

Budget Amendment for parking lot paving at 128 South Main Street Mount Holly NC

## Will this require a public hearing?

No

## Background/Purpose of Request

Paving of the parking lot area behind the businesses on South Main Street ( 128 South Main ). The City acquired an easement for the parking area and the parking lot is currently in poor condition. There are safety concerns and the parking lot will need to be repaved. Custom is currently working on the downtown paving project and this will be a change order to that contract.

## Fiscal Impact

| | |
|---|---|
| Will Item affect current budget? | Yes |
| Reviewed by Finance Director? | Yes |
| Preaudit Certification Required? | No |
| Capital Project Ordinance Required? | No |
| Budget Transfer Required? | Yes |
| **Total City Dollars:** | $248,420.00 |
| **Budget Code:** | 10-00-8000-550 |
| Reviewed by City Attorney? | No |

## Manager/Staff Recommendation

## Attachments

1. 4.10.25 Traust Parking Lot Pay Items
2. BD for Paving

| Item # | Std. Item. No | Sect. | Item | Qty | Unit | Unit Cost | Amount Bid |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| | 1575000000-E | 620 | Liquid Asphalt Binder for Plant Mix | 50 | Tons | $ 565.63 | $ 28,281.50 |
| | 1519000000-E | 610 | Asphalt Surface Course - I9.5B- various depth | 760 | Tons | $ 168.00 | $ 127,680.00 |
| | 1297000000-E | 607 | Milling Asphalt Pavement (1.5” to 2.5” depth) | 6834 | SY | $ 8.20 | $ 56,038.80 |
| | 1330000000-E | 607 | Incidental Milling – Tie-ins, etc. | 35 | SY | $ 13.00 | $ 455.00 |
| | 1120000000-E | 545 | Incidental Stone - Aggregate Base Course (ABC) | 50 | Tons | $ 65.00 | $ 3,250.00 |
| | 2830000000-N | 858 | Adjustment of Manholes | 4 | EA | $ 78.00 | $ 312.00 |
| | | | Contingency | | | | $ 32,402.60 |

Total **$ 248,419.90**

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

| Account Number | Description | Account Debit | Account Credit |
|---|---|---|---|
| 10-00-3991-000 | Fund Balance Appropriation | | $248,420.00 |
| 10-00-8000-550 | Capital | $248,420.00 | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | **TOTAL** | $248,420.00 | $ 248,420.00 |

Date Submitted: 28-Apr-25

Finance Officer: ______________________

City Manager: ______________________

Department Comments:

Amendment to appropriate fund balance for Property Acquisition

Unassigned Fund Balance after Budget Amendment Approval: $7,590,232

% of Budget after Budget Amendment Approval : 27.173541%

# Regular Meeting
# Agenda Action Form

| Meeting Date | From |
|---|---|
| April 28, 2025 | Jason Green, Public Works Director<br>Public Works |

## CONSENT AGENDA Item # 3

Approval to Award Contract to Carolina Wetland Services for Storm Water Project

## Will this require a public hearing?

No

## Background/Purpose of Request

Engineered Wetland Stormwater Project at 120 Oakland Street. Awarding low bidder to Carolina Wetland Services to construct. $245,421.34

## 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:** | $245,421.34 |
| **Budget Code:** | 62 -91-8000-550 |
| Reviewed by City Attorney? | No |

## Manager/Staff Recommendation

## Attachments

1. 2025-04-08 Engineered Wetland Bid Tab

| *Bid Tabulation* | |
|---|---|
| **Engineered Wetland** | |
| ***McAdams Project#: CMO22005*** **Construction** | **Date: April 8th, 2025** **Time: 10:00 am.** **Location: Council Chambers** |

**GENERAL CONTRACTOR**

| | | | | | | |
|---|---|---|---|---|---|---|
| **Name:** | United of Carolina's Inc. | Stewart's Grading + Hauling | Carolina Wetland Services | | | |
| **License No.:** | 55740 | 68981 | 81518 | | | |

**Questions Asked Prior to Opening Bids**

1. Have all bidders received all addenda issued?
2. Was anyone denied the right to bid?
3. Are there any objections to proceeding with the bid opening?

| **BID ITEMS** | | | | | | |
|---|---|---|---|---|---|---|
| **Aknowledgement of Addenda** | x | x | x | | | |
| **Bid Form** | x | x | x | | | |
| **Unit Pricing** | x | x | x | | | |
| **Substitution Form** | N/A | N/A | N/A | | | |
| **Bid Bond** | x | x | x | | | |
| **Excecution of Bid** | x | x | x | | | |
| **Iran Divestment + E-verify** | x | x | x | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| **Contingency** | $ 55,200.00 | $ 50,470.96 | $ 32,011.48 | | | |
| **BASE BID** | $ 368,000.00 | $ 336,473.08 | $ 213,409.86 | | | |
| **TOTAL** | $ 423,200.00 | $ 386,944.04 | $ 245,421.34 | $ - | $ - | |

I certify that the above bids were received sealed and were publicly opened and read aloud at the time and place indicated and that this is a true and correct tabulation of all bids received for this project.

Sergio Soria

Typed/Printed Name and Title of Architect or Engineer

Signature

4/11/25

Date

# Regular Meeting
# Agenda Action Form

| Meeting Date | From |
|---|---|
| April 28, 2025 | Paul Lowe, Assistant Planning Director<br>Planning |

## CONSENT AGENDA Item # 4

Approval for Staff to Apply for the North Carolina Chapter of the American Planning Association's Great Places-Great Place for Public Art Award.

## Will this require a public hearing?

No

## Background/Purpose of Request

The NC Chapter of the American Planning Association (APA) has a yearly awards presentation. One of the categories is NC Great Places-which highlights North Carolina's great places and those that have nurtured them. A subset of this category which we aim to apply to is the Great Place for Public Art award, which shines attention on art projects and programming that are being implemented across the State. Applying for this award will underline the progress we have made in this area, and will allow us to celebrate our accomplishments.

## 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

Allow staff to put in for this Statewide award.

## Attachments

None

# Regular Meeting
# Agenda Action Form

| Meeting Date | From |
| --- | --- |
| April 28, 2025 | Tara Douglas, City Clerk<br>City Clerk |

## CONSENT AGENDA Item # 5

Approval to Appoint Greg Blackwood to the ABC Commission

## 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. Application to Serve on the ABC Board copy 2

## Application to Serve on the ABC Board

Mount Holly welcomes applicants and we appreciate the time taken to submit an application. The information provided helps City Council in making appointments to vacant positions. Please complete the application to the best of your abilities.

| Personal Information |
|---|
| Name: Greg Blackwood |
| Address: 121 Tom Sawyer Lane, Mt. Holly, NC 28120 |
| Phone 1: 704-678-3313 |
| Phone 2: |
| E-mail: gjcgblackwood@gmail.com |
| Are you a Mount Holly resident? Yes or No. Yes |
| Do you have any relatives or members of your household who are employed by the City of Mount Holly, who are currently serving on the City Council or who are Commission/Board members? Yes or No. If yes, No, my mother recently retired from the ABC Board. |
| Excluding your principal residence, do you own real property in Mount Holly? Yes or No.<br>If yes, where<br>No |

| How did you learn about the vacancy? |
|---|
| Community Group<br>Mount Holly Newsletter<br>City Website<br>Other: Gary Neely, Current ABC Board President |

| List relevant education, training, experience, certificates of training, licenses, or professional registration: |
|---|
| Graduate of North Carolina State University with a degree in Business Management. I've worked in the Fraud Prevention department at Wells Fargo Bank for 25 years. Since 2007 I've managed Deposit Fraud operations teams located in cities across the country. I'm a member of the Association of Certified Fraud Examiners and I earned my CFE (Certified Fraud Examiner) certificate in 2010. I'm also Six Sigma certified as a Green Belt. |

| Employment |
|---|
| Present or Last Employer: Wells Fargo Bank |
| Occupation: Senior Fraud and Claims Manager |

| Describe your involvement in community activities, volunteer and civic organizations: |
|---|
| I've volunteered as a coach with the Mt. Holly Parks and Rec department each of the last 18 years. I've coached teams in soccer, basketball, baseball, and flag football.<br><br>Since 2019 I've been on the board of the Mt. Holly Athletic Association, acting as Treasurer. The MHAA has raised over $50k to benefit the Mt. Holly Parks and Rec department.<br><br>From 2020 to 2024 I hosted a Podcast focusing on the people, businesses, and history of Mt. Holly. I conducted 63 interviews, helping promote local businesses and the growth of Mt. Holly. |
| **What is it about the board that is compatible with your experience and of specific interest to you, and why?** |
| In my position at Wells Fargo I'm responsible for overseeing a yearly budget of over $3MM. I manage a group of up to 150 employees, ensuring all government regulations and policies are followed. I participate in yearly audits, both internal and external.<br><br>In my role as Treasurer of the MHAA I've gained experience with financial reporting and record keeping. I've ensured the MHAA retains it's Non-Profit status by complying with tax laws and financial regulations.<br><br>I believe my experience can help the Mt. Holly ABC store opperate more efficiently to maximize our return on investment. |
| **If appointed, do you have any goals, and why? How would you suggest accomplishing this?** |
| If appointed, my goal is to increase sales, and limit risk and expenses for the Mt. Holly ABC Store. I would work with the manager of the Mt. Holly store to strengthen relationships with local business owners and customers. I would work to understand the purchasing process with a focus on expanding and enhancing our inventory. By improving our customer service and product options I hope to better serve all Mt. Holly businesses and residents. |

Signature: Greg Blackwood Date: 4/23/2025

# Regular Meeting
# Agenda Action Form

| Meeting Date | From |
|---|---|
| April 28, 2025 | Parks and Recreation |

## CONSENT AGENDA Item # 6

Resolution of Support to amend the Gaston County Blueway Masterplan to include Dutchman's Creek

## Will this require a public hearing?

No

## Background/Purpose of Request

This is a Resolution of support for the Gatson County Board of Commissioners to amend the Gaston County Blueway Masterplan to include Dutchman's Creek as an official blueway. This amendment has the support of the Carolina Thread Trail, Gaston County Parks, Recreation and Tourism Department, and the Catawba Riverkeeper Foundation. We anticipate the support of the City of Mount Holly Recreation Commission and the Gaston County Planning Board as well.

## 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 DUTCHMAN'S CREEK BLUEWAY AMENDMENT

RESOLUTION SUPPORTING THE AMENDMENT OF THE GASTON COUNTY BLUEWAY MASTERPLAN FOR THE CAROLINA THREAD TRAIL TO INCLUDE THE DUTCHMAN'S CREEK

**WHEREAS**, the Carolina Thread Trail is a regional network of trails that connect 2.9 million people in fifteen (15) counties in North and South Caolina, and serves as an example of unprecedented regional collaboration that works to connect people and communities to nature and each other through its 1,610 miles of trails, greenways, and blueways; and

**WHEREAS**, Gaston County was selected for a Carolina Thread Trail pilot project in 2007 to create a Greenway Master Plan where the City of Mount Holly served on the steering committee; and

**WHEREAS**, the City of Mount Holly unanimously adopted the Carolina Thread Trail Gaston County Greenway Master Plan as a supplement to the City's Pedestrian Master Plan on August 12, 2013; and

**WHEREAS**, the 2019 Mount Holly Parks and Recreation Masterplan outlines outdoor recreation and conservation of natural resources as a priority for Mount Holly recreational needs and citizen's quality of life and places emphasis on equitable access to the rivers; and

**WHEREAS**, the 2023 Mount Holly Dutchman's Creek Blueway Plan identifies the need to preserve the natural and historic features of the waterway while creating a distinctive water-based recreation destination for the region; and

**WHEREAS**, the City of Mount Holly has worked closely with the US Army Corp. of Engineers to create a safe and passable waterway and establish a northern water access to create a navigable five (5) mile blueway; and

**NOW THEREFORE BE IT HEREBY RESOLVED** that the City of Mount Holly City Council recommends the amendment of the Gaston County Blueway Master Plan for the Carolina Thread Trail to include Dutchman's Creek.

Adopted this 28th day of April 2025.

________________________________

David Moore, Mayor

Attest:

________________________________

Tara Douglas, City Clerk

# Regular Meeting
# Agenda Action Form

| Meeting Date | From |
| --- | --- |
| April 28, 2025 | Jonathan Blanton, City Manager<br>City Management |

## CONSENT AGENDA Item # 7

Approval of Interlocal Agreement for Tax Collection

## 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. City of Mount Holly Interlocal Tax Agreement 2025
2. Interlocal Agmt Changes Memo 2025

GASTON COUNTY
NORTH CAROLINA

INTERLOCAL AGREEMENT FOR
COLLECTION OF TAXES

THIS INTERLOCAL AGREEMENT, made effective the last date set out below, by and between the **CITY OF MOUNT HOLLY**, a municipal corporation having a charter granted by the State of North Carolina, hereinafter referred to as the "City," and **GASTON COUNTY**, a corporate and political body and a subdivision of the State of North Carolina, hereinafter referred to as the "County";

**WITNESSETH:**

WHEREAS, Chapter 160A, Article 20, Part I of the North Carolina General Statutes provides that units of local government may enter into a contract in order to execute an undertaking providing for the contractual exercise by one unit of any power, function and right, including the collection of taxes, of another unit; and

WHEREAS, the City Council has found and determined that it is in the public interest and for the public benefit to provide for the collection by the County of taxes of ad valorem property taxes levied by the City; and

WHEREAS, the Board of Commissioners of the County has authorized the collection of taxes for cities and towns within the County; and

WHEREAS, the governing bodies of the City and County desire to enter into an agreement to provide for the collection by the County of ad valorem property taxes levied by the City;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

A. Authority & Responsibilities

(1) Billing: Beginning with the 2025 tax bill for FY 2025-26, the County shall prepare ad valorem property tax bills for the City based on the ad valorem tax rate established by the City Council. The County shall collect the ad valorem property tax for the City, including any interest and/or penalties for late listing or late payment.

(2) Appointment of Tax Collector: The City hereby appoints the County tax collector as the tax collector for the City for purposes of collecting those taxes described hereunder, with the powers, authority, duties, and responsibilities set forth herein. The tax collector shall be under the sole jurisdiction of the County Board of Commissioners and the County Manager. Nothing herein shall prevent the City from appointing a tax collector for purposes of taxes not billed or collected pursuant to this agreement.

(3) General Duties: The County shall perform all actions pertaining to tax collection which are required by N.C.G.S. Chapter 105, Subchapter II, to include:

(a) Preparation of a tax scroll, tax book, or combined record as provided in N.C.G.S. 105-319;

(b) Preparation of a tax receipt form as required by N.C.G.S. 105-320;

(c) Adoption of the order to collect taxes required by N.C.G.S. 105-321;

(d) Review of listings and evaluations as required by N.C.G.S. Chapter 105, Subchapter II, Article 21;

(e) Listing, appraising, and assessing of property as provided in N.C.G.S., Chapter 105, Subchapter II, Article 22;

(f) Delivery of tax receipts to the tax collector pursuant to N.C.G.S. 105-352; and

(g) Execution of settlements as required in N.C.G.S. 105-373.

(4) Collections and Deposits:

(a) City taxes collected by the County, including any statutory interest or penalties, shall be wire transferred from the County's bank to the City's bank account daily by 11:00 a.m. On recognized holidays for the bank, the City, or the County, bank transfers shall be made on the last business day preceding the holiday.

(b) The City shall refer its taxpayers to one of three (3) collection points or methods:
1) the Gaston County Tax Office;
2) mail to the Gaston County Tax Office; or
3) mail to the County's designated bank for lockbox processing.

(5) Partial Payments: Partial payments on tax bills containing the County and City tax amounts shall be prorated and applied proportionally to each taxing unit's share of the principal amount due.

(6) Discounts: The County shall have no authority to apply discounts to City taxes collected unless a schedule of discounts has been adopted by the City pursuant to N.C.G.S. 105-360.

(7) Acceptance of Checks (Endorsements): The City shall authorize the acceptance of checks by the County which are drawn to the order of the City and are collected through the County tax office or lockbox, which are clearly identified as being for payment of property taxes.

B. Term of Agreement

(1) Initial Term and Renewal: The term of this fiscal agreement begins July 1, 2025, and will terminate on June 30, 2027; thereafter, this contract may renew automatically on an annual basis, subject to amendment or termination as set forth herein.

(2) Tax Rate Notification: The City will forward written notification of its tax rate to the County Tax Collector by June 20th of each year.

(3) Termination: The City may terminate this agreement provided 180 days' written notice is provided to the County.

C. Compensation

(1) Fees for Collection: The City will be charged a fee as calculated by the County of .95%, and this fee will be reassessed following the county-wide revaluation(s).

(2) Definition of "tax bill": For purposes of the fee to be paid pursuant to Section C(1) of this Agreement, "tax bill" shall mean those bills, for ad valorem property subject to taxation pursuant to N.C.G.S. 105-274 and required to be listed and appraised by N.C.G.S. 105-285, as shown on the County's Tax Roll by Revenue Unit Report for each fiscal year. Each fiscal year's Tax Roll by Revenue Unit Report shall have a count of bills for the categories of: (a) Real Property Only; (b) Personal Property Only; and (c) Real and Personal Property Combined.

(3) Adjusted Tax Bills: No additional fee or fees shall be owed by City to County in any fiscal year where the tax for a previously billed ad valorem property is subsequently adjusted. If an ad valorem property has not been previously billed in any fiscal year and is later discovered and assessed pursuant to N.C.G.S. 105-312, the County may invoice City a collection fee for the newly generated tax bill.

(4) County shall invoice City in November of each year based on the beginning total levy amount of real property, personal property, and public service company properties for the 2025 tax year and each subsequent year.

CI. Reports and Records

(1) The County shall provide to the City weekly reports of revenues collected and transferred to the City's bank account within three business days of such transfer.

(2) Other Reports: The County shall provide the City with monthly reports and reasonable special reports of assessed valuations, discoveries, releases, levies, and collections in a form mutually agreed upon by the City and the County.

(3) Budget Estimation: By March 1 of each year, the County will provide an estimate of valuation for the upcoming fiscal year, along with an estimate of the proposed fee, as described herein.

(4) Annual Settlement: The County tax collector will submit to the City Council an annual settlement of any revenues collected as required by in N.C.G.S. 105-373(a)(3).

(5) Computer Access: The City shall have the right to on-line computer access in a form mutually agreed upon by the City and the County.

(6) Records and Maps: The City shall have full access to maps, abstracts, bills, receipts, and other records or documents generated by the tax office which are related to City taxes. The City shall have the right to copies, at no cost, of maps, aerial photographs, and other public records generated in connection with tax office operations.

(7) Separate Collection Records: Records showing separately the amount of County taxes assessed and collected and the amount of City taxes assessed and collected shall be maintained by the County tax collector.

E. Adjustments to Tax Accounts (Releases, Refunds, & Discoveries)

(1) Releases: The City authorizes the Gaston County Board of Commissioners, the Board of Equalization and Review, the tax supervisor, and the tax collector to make any adjustments to City tax accounts in accordance with N.C.G.S. 105-312, 380, and 381.

(2) Refunds: Any refunds due on accounts for which the City has already received funds will be initiated through the County tax office with all necessary documentation being forwarded to the City for processing.

(3) Releases or Adjustments of Penalties/Interest: The City reserves the right to accept or reject the County's decision on appeals from taxpayers regarding the release of interest or penalties. If the City rejects the decision of the County, a hearing for the taxpayer before the City Council will be scheduled within thirty (30) days to make a final determination on the status of interest and penalties on the City tax account.

F. Collection of Delinquent City Taxes

(1) Collection Assistance: In an effort to maintain a high collection percentage on City property taxes, the City will, to the extent possible, assist in the collection of delinquent accounts by fully utilizing any available information and maintaining clear communications with the County.

(2) Advertising: Advertising pursuant to N.C.G.S. 105-369 will be the sole responsibility of the County tax office. Any fees collected to offset advertising costs will be retained by the County.

G. Foreclosures

(1) Foreclosure Action: If a delinquent bill is due both the County and the City, the County legal department may, at the direction of its governing body, bring actions for foreclosure of both tax liens on delinquent taxes. It shall be the City's duty to pursue foreclosure of taxes owed only to the City.

(2) Proceeds from Foreclosures: Penalties and interest collected, proceeds recovered from tax foreclosure sales, and discounts, settlements, or compromises allowed shall be apportioned between the County and the City pro rata in proportion to each taxing unit's share of the principal amount which was the basis of said collections, recoveries, or allowances.

H. Bonds and Audits

(1) Bonds. The Gaston County Tax Collector shall be bonded to collect taxes, as established under the terms herein.

(2) Annual Audits: The tax records shall be audited annually by an independent certified public accountant selected by the County. Adequate procedures and internal controls will be employed to insure that an audit trail is present and that necessary auditing procedures and tests can be performed. A copy of the County's financial statements will be provided to the City once the annual audit is complete to satisfy City audit requirements of tax revenue. The City may, at its own expense, arrange for auditing of records relating to City taxes.

I. Gross Receipts Tax Pursuant to N.C.G.S. 160A-215.1

In the event that the City has adopted an ordinance to levy a gross receipts tax on vehicle rentals or leases which is substantially similar to the ordinance adopted by Gaston County, the County will collect and distribute the proceeds of the tax on behalf of the City.

J. Indemnification

To the extent permitted by North Carolina law, the City, during the term of this Agreement, shall indemnify and save harmless the County from and against all claims, demands, and/or causes of action arising out of the Agreement, including but not limited to, errors in collection due to incorrect information provided to the County by the City. Likewise, to the extent permitted by North Carolina law, the County during the term of this Agreement, shall indemnify and save harmless the City from and against all claims, demands, and/or causes of action arising out of the Agreement, including but not limited to, errors in collection due to incorrect information provided to the City by the County.

K. Amendments

This Agreement may be amended only by an instrument in writing executed by both parties hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their duly authorized representatives and their seals to be hereto affixed.

**CITY OF MOUNT HOLLY**

By: ______________________________ Date: ___________________________
City Manager

ATTEST: APPROVED AS TO FORM:

_________________________ ______________________________
(Deputy) City Clerk City Attorney

**GASTON COUNTY**

By: ________________________________ Date: ____________________________
County Manager/Asst. County Manager

ATTEST: APPROVED AS TO FORM:

_________________________ ______________________________
Clerk/Deputy Clerk to the Board County Attorney/Deputy County Attorney

STATE OF NORTH CAROLINA
COUNTY OF GASTON

I, _________________________, a Notary Public of the aforesaid County and State, do hereby certify that ______________________personally appeared before me this day and acknowledged that he/she is the Clerk/Deputy Clerk of the **City of Mount Holly** and that by authority duly given and as the act of the municipal corporation, the foregoing instrument was signed its name by its City Manager, sealed with its corporate seal and attested by him/her as its City Clerk/Deputy Clerk.

WITNESS my hand and Notarial Seal, this the _____day of _________________, 2025.

__________________________________________
Notary Public

My Commission Expires:

STATE OF NORTH CAROLINA
COUNTY OF GASTON

I, ______________________________, a Notary Public of the aforesaid County and State, do hereby certify that _______________________________personally appeared before me this day and acknowledged that she is the Clerk/Deputy Clerk of the **Gaston County Board of Commissioners**, and that by authority duly given and as the act of the Gaston County Board of Commissioners, the foregoing instrument was signed in its name by________________________________, County Manager/Assistant County Manager, sealed with its corporate seal and attested by _________________________as its Clerk/Deputy Clerk.

WITNESS my hand and Notarial Seal this the _____day of __________________, 2025.

__________________________________________
Notary Public

My Commission Expires:

**GASTON COUNTY TAX OFFICE**
**Assessor |** 128 W. Main Avenue, Gastonia, NC 28052
**Collections |** 100 E. Garrison Blvd., Gastonia, NC 28052
**Phone |** 704-866-3158
**Fax |** 704-866-3103

# Municipalities Collection Fee Memo Update

Dear Municipalities:

This memo informs you of the proposed Interlocal Agreement for Tax Collection Fees changes beginning July 1, 2025.

Below are the proposed changes and increases.

**Current Interlocal Agreement**

- Municipalities are charged 0.85% of the total collected levy yearly from July 1st through December 31st. (Collection Method)
- Invoiced March of each year.

**Proposed Changes**

- Increase collection fee from 0.85% to 0.95%.
- The Unified Fire Districts will be added, and the collection fee will be charged.
- Jurisdictions will be charged based on the total levy for each jurisdiction instead of the taxes collected for six months. (Levy Method)
- The invoice date will change to August 1st instead of March.

**Services Provided**

- Distribution of tax bills and delinquent tax notices.
- Collection of taxes, including prepayment plans.
    - This plan is offered to citizens who are not delinquent but struggle with paying their taxes in a lump sum. We offer a draft over 10 months to make paying taxes more manageable.
- Enforced collections on delinquent taxes.
    - Wage garnishment
    - Bank Attachment
    - Rent Attachment
    - Foreclosure
    - Levy of business/personal property
    - Debt setoff
- Weekly, monthly, and yearly reports are provided to each jurisdiction.
- Copies of records or maps at no cost to the jurisdiction. Including access to aerial imagery.

Mailing Address | P.O. Box 1578, Gastonia, NC 28053

- Budget estimations for assessed values.
- Advertising of delinquent taxes.
- Education/Public Presentations on any tax-related topic.

The proposed changes is the most equitable solution for each municipality and county.

The following table shows the current fees and estimates of the proposed fee based on the 0.95% collection fee for the total levy.

| Jurisdiction | Tax Year | Current Fees based on collection method | Estimated Fees based on levy method | Difference |
|---|---|---|---|---|
| County | 2024 | $1,481,046 | $1,086,420 | ($394,626) |
| Belmont | 2024 | $106,779 | $143,092 | $36,313 |
| Bessemer City | 2024 | $30,342 | $43,991 | $13,649 |
| Cherryville | 2024 | $20,249 | $30,275 | $10,026 |
| Cramerton | 2024 | $32,009 | $44,926 | $12,917 |
| Dallas | 2024 | $14,256 | $21,145 | $6,889 |
| Gastonia | 2024 | $339,689 | $477,380 | $137,691 |
| High Shoals | 2024 | $1,303 | $1,967 | $664 |
| Kings Mountain | 2024 | $13,893 | $17,095 | $3,202 |
| Lowell | 2024 | $15,121 | $22,155 | $7,034 |
| McAdenville | 2024 | $4,821 | $6,705 | $1,884 |
| Mt. Holly | 2024 | $81,154 | $117,263 | $36,109 |
| Ranlo | 2024 | $11,699 | $19,438 | $7,739 |
| Stanley | 2024 | $20,477 | $29,270 | $8,793 |
| Unified Fire District | 2024 | 0 | $114,100 | $114,100 |

- The invoices for the tax year 2024 will be sent in March of 2025.
- The invoices for the tax year 2025 will be sent in November of 2026 on the proposed changes above. This gives each jurisdiction a full fiscal year to budget for the above changes.

**CITY OF MOUNT HOLLY**

**CITY COUNCIL MEETING MINUTES**

**MONDAY, APRIL 14, 2025**

**COUNCIL CHAMBERS**

**7:00 PM**

CALL TO ORDER

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

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

INVOCATION

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

PLEDGE OF ALLEGIANCE

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

SET THE AGENDA

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

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

*All Council members present and voting, voted in favor 5-0. (Motion Carried)*

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 Greek 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 Programs
8. Position Allotment Changes
9. Approval of Minutes – Council Meeting March 24, 2025
10. Approval of Minutes – City Council Retreat February 28, 2025

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

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

*All Council members present and voting, voted in favor 5-0. (Motion Carried)*

PRESENTATIONS

1. Update from the Mount Holly Police Foundation. ***Reeves McGlohon***

Jeff Kaylor, Vice President of the Mount Holly Police Foundation, presented. Mr. Kaylor thanked the Council for the invitation and will speak on the updates from the past year. Mr. Kaylor stated there was a significant bump in the level of support that they could give to the Mount Holly Police Department this year. Mr. Kaylor stated that over the last three years the Police Foundation has been able to raise over $38,000 for the Police Department. Mr. Kaylor stated that the money raised was spent on the Kid's Camp started by Chief Reagan for students from the three elementary schools in town. Mr. Kaylor stated the students who attend are selected by school staff based on their level of leadership. Mr. Kaylor stated that this camp enhances their leadership skills and allows for the students to interact with officers in a more relaxed setting. Mr. Kaylor stated another program the Foundation supports is Cops and Bobbers, a fishing tournament for elementary and middle school students. Mr. Kaylor stated that both of these events are funded completely by the Police Foundation. Mr. Kaylor stated the third event the Police Foundation supports is Shop with a Cop, when students go Christmas shopping with an officer, and the Foundation was able to provide about $3,000 for that event. Mr. Kaylor stated the most visible activity from last year was the Field of Blue Event, which is the installation of about 70 thin blue line flags in the vacant lot beside the Caromont Emergency Room. Mr. Kaylor stated this is in conjunction with National Police Week so it will be around mid-May every year. Mr. Kaylor stated the flags are purchased by citizens in honor or memory of an officer. Mr. Kaylor stated that the Police Foundation was involved in Hurricane Helene relief efforts by supporting officers going up to serve the area and gave about $5,500 to the relief efforts. Mr. Kaylor stated the Foundation will have a tent at the upcoming SpringFest where citizens can come by to write a thank you note to an officer and children can enter a drawing for the opportunity to be Chief for a day. Mr. Kaylor stated that for the upcoming year the Police Foundation is again doing Cops and Bobbers, Kid's Camp, and National Night Out. Mr. Kaylor stated the second Field of Blue event is coming up with a new location at the corner of West Catawba Avenue and West Rankin Avenue, which is the corner of the Second Baptist Church property. Mr. Kaylor stated that as part of working towards the second Field of Blue event, the Police Foundation would like to give the City a replica of the thin blue line flag that is at the event for the Council Chambers. Mr. Kaylor asked Joanna Cooper, a Police Foundation board member, and Chief Reagan to come forward. Ms. Cooper stated she was recruited by Mr. Reeves McGlohon to serve on the Police Foundation's board, and it has been a rewarding experience. Ms. Cooper stated that she works with the Police Department often as the general manager of the Daimler plant in Mount Holly for incidents or safety calls. Ms. Cooper presented a $4000 check from the Foundation to Chief Reagan.

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

***North Carolina Labor Commissioner Luke Farley***

Ms. Debbie Lowery stated that she is the safety consultant for the City of Mount Holly and she is here with Nelson Edwards Consultative Services Supervisor, Buddy Emerson Safety Consultant, and Commissioner Luke Farley to celebrate the SHARP recertification. Ms. Lowery stated that SHARP is a recognition program from OSHA, and in order to qualify you must first have an injury and illness rate at or below the three-year average for the state and the Police Department met that. Ms. Lowery stated secondly you must request and receive for an OSHA inspection every two years. Ms. Lowery stated another part of this is management commitment from our Mayor and Council, City Managers, and the Chief to make sure that the officers have all that they need to be safe. Ms. Lowery stated that the last piece to the program is employee commitment to safety. Ms. Lowery stated we have the Commissioner of Labor here to recognize the Police Department for this ten-year award. Commissioner Farley stated that since being elected in January, he has been traveling all over the state and learning that citizens may not know much about what the Labor Commission does, but it includes keeping people safe and healthy on the job. Commissioner Farley stated that he wants to recognize those who are doing things right, not just issue the citations when people are not doing things right. Commissioner Farley stated that SHARP is not for everyone with its rigorous standards and it is a big deal to be part of the program for 10 years. Commissioner Farley stated that there are only 3 Police Departments in North Carolina that have a SHARP certification. Mr. Farley presented the 10 Year OSHA Public Sector SHARP Recertification award on behalf of the Department of Labor and congratulated the Council, Mayor, Chief Reagan, and the officers on keeping everyone safe.

PUBLIC HEARINGS

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 and Ethan McGee***

Ethan McGee stated this would update sections 153.059 and 153.082C of the Land Development and Subdivision Ordinance to specify a required 200 feet between streetlights at all new developments, starting at the entrance. Mr. McGee stated this will be submitted as a lighting plan to promote safety in new subdivisions. Mr. McGee stated this ordinance will be similar to ones in Mooresville, Davidson, Belmont, and Matthews. Mr. McGee stated this ordinance would also formalize the process for how streetlights pass from City ownership to the HOA, including the transfer of Duke Energy to accounts after they pass utility inspection. Mr. McGee stated the Planning Commission voted unanimously to recommend approval at their April 7, 2025 meeting, and staff also recommends approval.

**Motion:** Mayor Pro-Tem Shoemaker made a motion to come out of the regular meeting and go into the public hearing. Councilman Meadows seconded the motion.

*All Council members present and voting, voted in favor 5-0. (Motion Carried)*

With no one signed up to speak at this public hearing, Mayor Moore entertained a motion to come out of the public hearing and go back into the regular meeting.

**Motion:** Mayor Pro-Tem Shoemaker made a motion to come out of the public hearing and go back into the regular meeting. Councilman Meadows seconded the motion.

*All Council members present and voting, voted in favor 5-0. (Motion Carried)*

**Motion:** Councilman Meadows made a motion to approve the text amendment to update the Subdivision and Land Development Ordinance Sections 153.059 and 153.082C to ensure that streetlights are provided every 200 feet and provided from the entrance of developments. Councilman Reeves seconded the motion.

*All Council members present and voting, voted in favor 5-0. (Motion Carried)*

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***

Mr. Lowe stated this update to the City's Land Use Map would assist staff to include Parcel #s 182052, 309218, and 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. Mr. Lowe stated 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. Mr. Lowe stated this amendment would correct this issue. Mr. Lowe stated that 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. Mr. Lowe stated Parcel #s 182052 and 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 and are appropriate. Mr. Lowe stated that at their April 7, 2025 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. Mr. Lowe stated that if approved, our GIS staff would work to correct the place types and include the three properties into our Future Land Use Map.

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

*All Council members present and voting, voted in favor 5-0. (Motion Carried)*

With no one signed up to speak at this public hearing, Mayor Moore entertained a motion to come out of the public hearing and go back into the regular meeting.

**Motion:** Councilman Reeves made a motion to come out of the public hearing and go back into the regular meeting. Councilman Craig seconded the motion.

*All Council members present and voting, voted in favor 5-0. (Motion Carried)*

**Motion:** Councilman Meadows made a motion to approve the update to the City's Land Use Map to include Parcel # 182052, 309218, and 183600, Case #LUM 25-1. Councilman Craig seconded the motion.

*All Council members present and voting, voted in favor 5-0. (Motion Carried)*

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***

Mr. Blackwell stated that this is a large amendment, but it is fairly simple. Mr. Blackwell stated the purpose of this amendment is to make it easier on developers of town homes of four or less units to promote infill development and encourage density. Mr. Blackwell stated that currently the general statues do not allow us to regulate architectural standards of townhomes with four or less units. Mr. Blackwell stated that this amendment will also update the buffer yard requirements for utility equipment and storage yards to make a more pleasing view in this use type. Mr. Blackwell stated that this amendment also defines condominiums and apartments, adds duplexes as a use type and regulations, separates townhomes and condominiums into two uses, sets a threshold for townhome development as four units or less while maintaining the higher standards for townhomes, requires existing B-1 buildings being converted to condos or apartments to have commercial uses on the entire ground floor and be at least three stories tall. Mr. Blackwell stated that the Planning Commission discussed the matter at their April 7, 2025 meeting and recommended approval. Mr. Blackwell stated that staff recommends approval.

**Motion:** Mayor Pro-Tem Shoemaker made a motion to come out of the regular meeting and into the public hearing. Councilwoman Harris seconded the motion.

*All Council members present and voting, voted in favor 5-0. (Motion Carried)*

With no one signed up to speak at this public hearing, Mayor Moore entertained a motion to come out of the public hearing and go back into the regular meeting.

**Motion:** Councilman Craig made a motion to come out of the public hearing and go back into the regular meeting. Councilman Meadows seconded the motion.

*All Council members present and voting, voted in favor 5-0. (Motion Carried)*

**Motion:** Councilwoman Harris made a motion to approve the 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, Case #TA-25-2. Councilman Reeves seconded the motion.

*All Council members present and voting, voted in favor 5-0. (Motion Carried)*

PUBLIC COMMENT

1. Robert Black – 142 Oakland St. – Mr. Black stated he is here on behalf of the Man and Women of the Year Committee, which is celebrating its 73rd event this year. Mr. Black invited everyone to come here, to the Grand Hall, for the evening on May 1, 2025. Mr. Black stated tickets are $15 and can be purchased at Moose Drug Store and David's Detailing, or through a committee member. Mr. Black stated that Sports Page will be catering, Jonathan Blanton will be the emcee, and they have Boy and Girl scout troops to help serve the dinner. Mr. Black stated they will be honoring businesses, naming an entrepreneur of year, naming the Terrel Jonas Unsung Hero of the Year, naming the Man and Woman of the year.
2. Carolyn Breyare – 307 Eastwood Dr. – Ms. Breyare stated that she has been with the Mount Holly Historical Society since 2010 when they were put in the building at 131 South Main Street. Ms. Breyare stated the Historical Society is excited to be here tonight after going through the upset bid process and winning. Ms. Breyare stated that once the deed is transferred to the Historical Society, they will get to work on cleaning and upfitting the space. Ms. Breyare stated one idea for the space is a resale store like Habitat for Humanity. Ms. Breyare stated the private funds that will be used to clean up the building will save the taxpayers money. Ms. Breyare looks forward to creating a new venue to draw people to downtown and maintain the City history.
3. John Jacob – 1213 W Catawba Ave. – Mr. Jacob stated that our bid has exceeded what others could match, and it would cost the City to move the museum to a new location and is a threat to the archives. Mr. Jacob stated the Historical Society Plans to get the museum open more days a week. Mr. Jacob stated it is best for the citizens, and best for the City to let the Historical Society purchase the building and keep us where we are.
4. Catie Cheek – 410 Cherry St. – Ms. Cheek thanked the Councilmembers for their time in their roles as Councilmembers. Ms. Cheek also thanked the Council for listening to the people of Mount Holly and taking into account all citizens' opinions. Ms. Cheek stated that she was raised in Ohio, but moved here about 12 years ago. Ms. Cheek stated that her husband has lived here since he was young. Ms. Cheek stated that she is a small business owner. Ms. Cheek stated Council should not accept the bid from the Mount Holly Historical Society, and this issue is not about getting the most money but what will draw people to the downtown area. Ms. Cheek thanked Council for listening to all sides of the issues.
5. David Rhames – 127 W Nims Ave. – Mr. Rhames stated that he has watched from home for the last multiple meetings as people waved their fingers and lecture Council. Mr. Thames stated citizens put the Council here and they want the Council to listen to them.

Mr. Rhames stated he had a vintage clothing store during COVID, and got to meet a lot of people during that time. Mr. Rhames stated that lots of people would ask about the building, 131 South Main Street. Mr. Rhames stated the majority of downtown businesses want the whole three floors of the building developed and working all days a week. Mr. Rhames stated he would like to see council make sure that whoever buys it can completely renovate the building.

6. Bob Hendricks – 122 Creekside Dr. – Mr. Hendricks stated that he left off his time speaking from last month's meeting about negligence, and would like to speak on gross negligence tonight. Mr. Hendricks stated the bottom line is that Veterans Park needs to go through a Phase 2 environmental study since there was contamination found in Phase 1. Mr. Hendricks stated the Strategic Vision needs to be revisited as it was developed in 2004, revised in 2008, it has been looked at one other time, but he recommends looking at it again because 2025 is a different year. Mr. Hendricks stated he has heard a few speakers in the past, but is not sure that all perspectives being heard as in 2022 the Veterans Park project was voted down. Mr. Hendricks stated moving to the Historical Society's $800,000 offer and a $700,000 fix, that is $1.5 million with the $3.5 million that has been spent on Veterans Park. Mr. Hendricks suggests to pay attention to what the people really want.
7. Michelle Yow - 2021 Lake Vista Dr. – Ms. Yow stated she owns Black Sheep Coffee. Ms. Yow stated she was here 2 meetings ago when Kendle, owner of Catalyst Mercantile, brought a petition in support of accepting a bid for 131 South Main Street that benefits downtown and supports other businesses, not just the highest bid. Ms. Yow stated the petition has over 151 signatures. Ms. Yow stated that she gets to talk with lots of people as a coffee business owner, and receives good feedback about downtown Mount Holly. Ms. Yow stated 131 South Main Street has a huge potential to enhance downtown. Ms. Yow stated the building needs to be occupied by someone who will be there most days of week, and not leave it as another empty storefront. Ms. Yow stated Council should choose someone who will transform the building into a successful addition to downtown. Ms. Yow stated that only those serious about upgrading the space should be bidding on it.
8. Billy Rick – 324 Riverside Dr. – Mr. Rick asked members of the audience to stand if they are here to support him and his position. Mr. Rick stated that has nothing negative to do with the Historical Society and appreciates the work they have put into the museum. Mr. Rick stated that of the people in the audience who stood, they own businesses at 119 S Main Street, 121 S Main Street, 123-127 S Main Street, and 129 S Main Street. Mr. Rick stated that together they employ approximately 75 people and have about 400-600 people per day coming to these businesses. Mr. Rick stated that 131 South Main Street has been ignored while other buildings received grant money for updates, so it is time to get it rehabbed and use all 13,000 square feet. Mr. Rick stated Council should consider the bid with the right balance of price and a plan. Mr. Rick stated he would like to see it sold to someone who will support the current downtown businesses. Mr. Rick stated that since

the City is already investing in the new Historical Society space, he would like the City to reconsider selling to the Historical Society and consider an economic development plan.

OLD BUSINESS

1. Update on the Upset Bid Process for 131 S. Main Street ***Jonathan Blanton***

Mr. Blanton stated he would like to give a recap of what the upset bid process is and where we are with the 131 South Main Street upset bid process. Mr. Blanton stated that on January 13, 2025, the Council declined selling 131 South Main Street to the Mount Holly Historical Society under G.S. 160A-279, which allows the City to sell real property to a non-profit. Mr. Blanton stated at that time the Council discussed initiating the upset bid process. Mr. Blanton stated on January 27, 2025 the Council voted to sell 131 South Main Street with MECA Realty. Mr. Blanton stated that we engaged with our realtor to put the property on the market, took pictures and videos for marketing, and allowed people to tour the building. Mr. Blanton stated this led to offers being received, including the offer that Council decided to go with which was received at the February 28, 2025 Council Retreat for $762,500. Mr. Blanton stated on March 10, 2025 Council voted to approve a resolution accepting this offer and initiating the upset bid process. Mr. Blanton stated on March 24, 2025 the Historical Society was the only upset bid received in the required 10-day period in the amount of $815,000. Mr. Blanton stated on April 8, 2025, no additional bids were received, thus the Historical Society had the highest offer. Mr. Blanton stated Council decided to go through 160A-269 to use the upset bid process instead of the previously mentioned statute to sell to a non-profit, and there are other statutes that could have been used that the City has gone through in the past including the statue used for the Olde Mecklenburg Brewery property. Mr. Blanton stated as of last Tuesday, the upset bid process has ended with the Mount Holly Historical Society being the highest bid. Mr. Blanton stated there are two options for Council to move forward. Mr. Blanton stated we can accept the Historical Society bid or reject all the bids we received. Mr. Blanton stated if Council accepts the offer, staff would need direction on the museum space at here at the Municipal Complex as demolition is underway and bids are open for the upfitting of that space for the museum. Mr. Blanton stated Council would also need to amend the current Memorandum of Understanding as it currently states the City will maintain the premises, pay for utilities, and has the address for the Historical Society as 131 South Main Street. Mr. Blanton stated the other option would be to reject both of the offers received.

Councilman Meadows asked how much money has been spent studying the Old City Hall and the upfitting here at the Municipal Complex? Mr. Blanton stated that from his memory, in February 2022 this was first discussed at a retreat to allocate about $80,000 to study the issues surrounding 131 South Main Street, and an Old City Hall Committee was established. Mr. Blanton stated Creech and Associates came on board with the study and the findings were made available in October 2023, when the Council decided to move forward with the upset bid process and accepting the recommendations from Creech and Associates. Mr. Blanton stated a budget amendment was brought to the Council not long ago for $118,000 for the demolition of the current space here at the Municipal Complex and tentatively planned for $680,000 for the construction of the museum upfitting.

Councilman Meadows asked Mr. Blanton to mention the cost of the study. Mr. Blanton stated that the cost of the study from Creech and Associates was approximately $80,000.

Mayor Moore asked if the Historical Society were to purchase 131 South Main Street, can we cancel the upfit? Mr. Blanton stated that the request for proposals for the upfit was released on Friday and are due by May 8, 2025 when they would come back to the Council for final evaluation, so they have not awarded anyone for the final phase of the upfit.

Councilwoman Harris asked if it was not a unanimous vote by the Council to go through the upset bid process? Mr. Blanton answered yes, on March 10, 2025 the Council unanimously voted to accept the Abrams/Scott offer of $762,500 subject to the upset bid process.

Councilman Meadows asked if there is an option to go back to another statute that would be tied to bringing in businesses and jobs that was presented to the Council? Mr. Blanton stated there are multiple options to dispose of real property. Mr. Blanton stated that though the Council decided to go with the upset bid process on March 10, 2025, they are not legally bound to accept the results of the process. Mr. Blanton stated that Council could reject all offers and go back to square one to review any and all options for disposal of real property under the North Carolina General Statutes.

Councilman Meadows stated that he believes it was a unanimous decision at the 2022 Council Retreat to go forward with this process. Councilman Meadows pointed out that there was also a citizen-driven committee that spent over a year studying this and decided unanimously to move forward with selling the property for economic development. Councilman Meadows stated there were five goals created by the committee including taking care of the Historical Society and activating the spaces at 131 South Main Street. Councilman Meadows stated he does not believe that the current idea on the table accomplishes all of those goals. Councilman Meadows asked if he was correct with the unanimous timeline? Mr. Blanton stated he believes the first time there was a split vote was in October 2023, when the Creech and Associates study was presented and recommendations were made.

Councilwoman Harris asked Mr. Blanton if there was a vote at the Old City Hall Committee? Mr. Blanton stated he was not there to know if it was a formal vote or a general consensus, but it is his understanding that it was a general consensus based on conversations he has had with the committee liaisons. Councilman Meadows stated he was present at the meeting, along with Councilman Hough who was Mayor Hough at that time. Councilman Meadows recounted that then Mayor Hough asked each committee member and there was consensus. Councilman Meadows stated that it was discussed how the Historical Society would be taken care of. Councilwoman Harris stated that two committee members have said that they did not vote to do that. Councilman Meadows stated he was there. Councilwoman Harries stated they were, too.

**Motion:** Councilman Reeves made a motion to accept the Mount Holly Historical Society's offer of $815,000 for the sale of 131 South Main Street in accordance to N.C.G.S. 160A-269. Councilwoman Harris seconded the motion.

**Discussion:** Mayor Pro-Tem Shoemaker stated she is concerned about citizens' views regarding how this space should be activated in a proactive and economic development way. Mayor Pro-Tem Shoemaker stated that we received one offer with a plan on how the building would be used and developed. Mayor Pro-Tem Shoemaker stated that the highest bid does not include information about how they plan to use the building, and she has not heard about any plans until tonight at public comment. Mayor Pro-Tem Shoemaker stated that she has heard for the past three years that it should be a place that drives people to support our downtown. Mayor Pro-Tem Shoemaker stated that an under-utilized space is not helping our businesses and citizens. Mayor Pro-Tem Shoemaker stated that the whole idea was to put the museum and City artifacts in the best possible situation with a safe building and staff that can be open 40 hours a week. Mayor Pro-Tem Shoemaker stated that it is her opinion that having the building, 131 South Main Street, utilized by someone who can use it to be a driver in this small economy and be a support to downtown is in the best interest of that building. Mayor Pro-Tem Shoemaker stated that this is not personal and that it is her hope that the downtown will foster thriving small businesses in the future.

Mrs. Anders stated she wants everyone present to understand that through the upset bid process under G.S. 160A-269, that Council has no authority to direct the purchaser's use of the property. Mrs. Anders stated that if there are concerns from the Council about the potential use of the property, going forward this is not the property disposal statute for you. Mrs. Anders stated that the Council could seek to withdraw from all offers and consider disposal of property under a different statute.

Councilwoman Harris stated that she does not disagree with Mayor Pro-Tem Shoemaker, but the Council all agreed to go through an upset bid process. Councilwoman Harris stated the Historical Society came up with the highest bid doing everything they were supposed to do, so she is not sure why there is discussion on this.

Councilman Craig stated the Mount Holly Historical Society's entire campaign is "Save our History" and that is exactly what the Council is trying to do. Councilman Craig stated we are trying to save the archives as some have been destroyed, and we want to bring them to this nicer building, and allow for rotating displays. Councilman Craig stated that he would like for it to be something his kids can enjoy in the future. Councilman Craig stated that tonight was the first that he has heard of any plans for that building from the Mount Holly Historical Society. Councilman Craig stated that he wants to move it, upfit it, and open it open so that people can really enjoy it.

**Mayor Moore stated that there is a motion to accept the Mount Holly Historical Society's offer of $815,000 for the sale of 131 South Main Street in accordance to N.C.G.S 160A-269 and Seconded by Councilwoman Harris. Mayor Moore asked for a vote on this motion.**

**Vote:**
Ayes – Councilman Reeves, Councilwoman Harris
Nays – Councilman Meadows, Mayor Pro-Tem Shoemaker, Councilman Craig

*The Council members present and voting, voted against 2-3. (Motion Fails.)*

**Motion**: Mayor Pro-Tem Shoemaker made a motion that the City withdraw the property from the upset bid process and reject the two offers received. Councilman Meadows seconded the motion.

**Vote:**
Ayes – Councilman Meadows, Mayor Pro-Tem Shoemaker, Councilman Craig
Nays - Councilman Reeves, Councilwoman Harris

*The Council members present and voting, voted in favor 3-2. (Motion Passes.)*

Mayor Pro-Tem Shoemaker asked if she should make a motion or give direction to examine or enter the process for the economic development statue allowing applicants to have open forum where both the price and the purpose of the property can be evaluated. Mrs. Anders stated it might be more appropriate at this time to direct staff to bring back other options for the disposal of real property. Mr. Blanton stated that staff can bring back information for the Council's consideration at the April 28, 2025 work session regarding the process of the economic development statue for property disposal.

**Motion:** Councilman Meadows made a motion to amend the Memorandum of Understanding to have the Mount Holly Historical Society address updated to list the address at the Municipal Complex.

Mr. Blanton stated he could bring back a draft Memorandum of Understanding with the updated address for the Council's review. Mayor Moore asked what would happen if the Historical Society came up with an entirely different plan? Mr. Blanton stated if the Council did decide to sell 131 South Main Street to the Historical Society there would need to be substantial changes to the Memorandum of Understanding as it currently states that the City will pay for utilities and the Historical Society is allowed to occupy their space for free, so those and other items would need to be edited or deleted in entirety. Mayor Pro-Tem Shoemaker stated she feels that it may be premature to have staff amend the Memorandum of Understanding at this time with so much still up in the air. Mrs. Anders stated that as a point of parliamentary protocol and to address the motion from Mr. Meadows, it may be better to come to a consensus as a Council to direct the City manager to prepare a draft rather than have a motion with an approval without a draft in front of you tonight.

*Councilman Meadows withdrew his motion to amend the Memorandum of Understanding to have the Mount Holly Historical Society address updated to list the address at the Municipal Complex.*

At 8:19 pm Councilwoman Harris requested a 5-minute recess. Mayor Moore called the meeting to order again at 8:25 pm.

2. Consideration of Kinetix Lease Renewal ***Jonathan Blanton***

Mr. Blanton stated that before the Council is the final draft of a 5-year lease renewal, which encompasses discussions from the past few meetings. Mr. Blanton stated the first year's rent is $83,487.99, escalating each year, capping out at $92,155.12 in year 5. Mr. Blanton stated that he is looking for a motion to accept this lease.

**Motion**: Mayor Pro-Tem Shoemaker made a motion to accept the Kinetix Lease Renewal. Councilman Meadows seconded the motion.

*All Council members present and voting, voted in favor 5-0. (Motion Carried)*

<u>NEW BUSINESS</u>

1. Discussion of Property Management Options on East Central Ave

***Jonathan Blanton***

Mr. Blanton stated that the City has purchased several properties on Central Avenue and those properties have come with tenants. Mr. Blanton stated the City has been managing these tenants in-house and is now looking to engage with a broker or property management company. Mr.

Blanton stated that L&E proposed to manage the properties for 8% of the monthly rental rate, and MECA Realty proposed to manage the properties for $1,250 per month. Mr. Blanton stated that the main discrepancy between these two companies' proposals is that L&E is not interested in finding new tenants should the Council want short term tenancies. Mrs. Anders confirmed that L&E would be interested in managing the current tenants, but since they are primarily a residential firm, they would not be interested in marketing vacant space for new short-term tenants. Mr. Blanton stated MECA Realty indicated they would be interested in providing that service to find short term tenants. Mr. Blanton stated that Council can decide to go with L&E, MECA Realty, or keep it in-house and would like any direction or guidance from Council.

Councilman Reeves asked Mr. Blanton what kind of burden would it be on staff to continue handling these in house, and what would be the monetary savings? Mr. Blanton stated the only monetary difference would be that we would not take a portion of the rent to pay the management fees of either 8% to L&E or $1,250 to MECA Realty. Mr. Blanton stated that staff can handle the property management as they do so with the other properties here at the Municipal Complex. Mr. Blanton stated that it is the preference of Council, and the underlying issue would be if the Council is interested in aggressively pursuing new tenants for the vacant spaces.

Councilman Craig stated he knows it may be hard to gauge, but what is the definition of short term? Mr. Blanton stated 9 months to 2 years would fit the definition of short term, depending on the future of the property and the direction of council. Mr. Blanton stated there will be discussion about the Verterans Park project next steps at the April 28 work session, but unless Ms. Anders disagrees, 2 years would be a reasonable definition for a short-term lease. Ms. Anders stated that she agreed.

Councilman Meadows stated there are several properties there not currently occupied, and if everything goes well with the developer or if everything needs to be sold off, it would make sense to have short-term leases that could be long-term depending on the future with the developer. Councilman Meadows asked if we have heard from the developer? Mr. Blanton stated that he received a letter from the developer late today that he and Mr. DuPont will review and bring to the Council at the upcoming April 28, 2025 work session.

Mayor Moore asked if we hired a property management company, what kind of term would we have with them in their contract? Mr. Blanton stated that it would be based on the pleasure of the Council. Mrs. Anders confirmed there is no specific term for L&E and that she is reviewing the

MECA proposal. Mayor Moore stated he feels they do not need to go more than a year on contract.

Councilman Meadows stated that he understands L&E's proposal is to just maintain current tenants. Councilman Meadows asked if the City staff has done any leasing of our own, as he recalls that any leasing in the past was done by a broker and then handed to us to manage. Councilman Meadows stated it seems that MECA would be best option to activate Central Avenue. Mayor Moore stated that the term for MECA Realty is two years.

Councilman Reeves asked if both companies agree to do maintenance? Ms. Anders stated yes, both companies would handle maintenance requests from tenants. Councilman Meadows asked to clarify that this would be at the City's expense? Ms. Anders stated yes it would come out of the rent revenue.

Mayor Moore stated that he would like to keep it at a year or less for these leases since they are not sure what is going to happen to the property.

Mayor Pro-Tem Shoemaker stated she agrees and that there is too much in the air right now for long term leases. Mayor Pro-Tem Shoemaker stated she would like to pursue the contract with MECA in the interest of getting these spaces activated. Mayor Pro-Tem Shoemaker would like to direct staff to look at the MECA Realty contract for property maintenance for a shorter term as well as keep tenants at short term lease options. Councilman Meadows stated we can approve the MECA contract, but we can also approve all tenants. Councilwoman Harris asked if this could be brought to the work session. Councilman Meadows stated it is common to have short term leases with automatic renewals so that we are not locked into anything long-term.

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

Mr. Blanton thanked the members of the Police Foundation for being here and their work that they help facilitate with our Police Department. Mr. Blanton also thanked Commissioner Luke Farley and Debbie Rogers for being here and for all the work that is being done with all our departments. Mr. Blanton stated that the US Army Corps is hard at work around Mount Holly with their cleaning efforts. Mr. Blanton stated this project should conclude in early June. Mr. Blanton stated this Friday, April 18, the City Offices will be closed in observance of Good Friday but there will be no delay in garbage pickup. Mr. Blanton stated there will be an Arbor Day celebration on Friday April 25 here at the Municipal Complex at 10 AM, as well the Mount

Holly Community Development Foundation's run on Saturday April 26, 2025 starting here at 8 AM.

**Motion:** Councilwoman Harris made a motion to adjourn the April 14, 2025 City Council meeting at 8:39 PM. Councilman Reeves seconded the motion.

*All Council members present and voting, voted in favor 5-0. (Motion Carried)*

The meeting adjourned at 8:39 PM.

# Regular Meeting
# Agenda Action Form

| Meeting Date | From |
|---|---|
| April 28, 2025 | Brian DuPont, Assistant City Manager<br>City Management |

## PRESENTATIONS Item # 1

Update on Veterans Park Expansion and Redevelopment

## 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. Check List of Items(4-28-25)
2. Veterans Park Update(4-28-25)

| Steps | Items | Category | Status | Notes |
|---|---|---|---|---|
| 1 | Objectives/Commitments | Compliance | ☑ | Depends on type of partnership (NCGS xxxx); Consider land lease under GS or sale under GS. Define public vs. private interests. |
| 2 | Legal/Funding | Compliance | ☑ | Based on partnership type, determine applicable legal frameworks and funding requirements. |
| 3 | Property Acquisition | Due Diligence | ☑ | Completed |
| 4 | Survey/Title | Due Diligence | ☑ | Completed |
| 5 | Environmental | Due Diligence | ☑ | Phase I and II Completed. No remediation at this stage. |
| 6 | Market Review | Due Diligence | ☐ | Recommended. Conduct demand analysis for mixed-use or commercial components. |
| 7 | Infrastructure | Due Diligence | ☐ | TIA required based on development type. Water/sewer capacity being addressed through CIP. Other infrastructure needs TBD via the developer's design process. |
| 8 | Park Programming/Design | Park Development | ☐ | Define park footprint and amenities (green space, trails, facilities). |
| 9 | Park Funding/Delivery | Park Development | ☐ | Dependent on final timeline and park scope. |
| 10 | Funding Sources/Long Term | Funding | ☐ | Identify and secure potential funding streams (public & private). |
| 11 | Allocation of Property | Property Planning | ☐ | Define land use breakdown (park, commercial, mixed-use). |
| 12 | Subdivision/Recombination | Property Planning | ☐ | TBD as site plan develops. May require formal replatting. |
| 13 | Entitlements Planning | Property Planning | ☐ | Identify zoning, conditional district, and overlay requirements. |
| 14 | Ownership Structure | Property Planning | ☐ | Determine city's role in ownership: full retention, public-private structure, or full sale. |
| 15 | Public Contribution/Value | Partner Parameters | ☐ | Outline benefits to the city and community (economic, recreational, tax base expansion). |
| 16 | Commercial Development Parameters | Partner Parameters | ☐ | Define allowed uses, density, and design guidelines. |
| 17 | Partnership requirements/contributions | Partner Parameters | ☐ | Specify financial and operational expectations for private partners. |
| 18 | Compliance | Partner Parameters | ☐ | Ensure all agreements meet statutory and regulatory requirements. |
| 19 | Memorandum of Agreement | Partner Engagement | ☐ | Draft terms for partnership framework. |
| 20 | Development Agreement | Partner Engagement | ☐ | Establish legal commitments between city and partners. |
| 21 | Property disposition instrument | Partner Engagement | ☐ | Determine method of property transfer (sale, lease, joint venture). |
| 22 | Concept Planning | Project Planning | ☐ | Develop a high-level site plan integrating park and commercial spaces. |
| 23 | Stakeholder engagement | Project Planning | ☐ | Conduct public meetings and gather input from key community groups (public and/or private). |
| 24 | Design | Project Planning | ☐ | Finalize engineering and architectural plans. |
| 25 | Entitlements | Project Planning | ☐ | Secure necessary zoning changes, permits, and approvals. |
| 26 | Finance closing | Finance & Delivery | ☐ | Finalize funding agreements and budget allocations. |
| 27 | Construction | Finance & Delivery | ☐ | Begin site development per approved plans and timeline. |
| 28 | Occupancy | Finance & Delivery | ☐ | Ensure final inspections, approvals, and handover to operational entities. |

# Update on Veteran's Park Expansion & Redevelopment

City Council Work Session
April 28, 2025

1

# Background

- Property Acquisition Completed
- Residential Properties Cleared or in process
- Environmental Review Conducted
- Commercial Property Management – MECA Commercial
  - Existing tenants and solicitation for short term leases up to 2 years

2

| Steps | Items | Category | Status | Notes |
|---|---|---|---|---|
| 1 | Objectives/Commitments | Compliance | ☑ | Depends on type of partnership (NCGS xxxx); Consider land lease under GS or sale under GS. Define public vs. private interests. |
| 2 | Legal/Funding | Compliance | ☑ | Based on partnership type, determine applicable legal frameworks and funding requirements. |
| 3 | Property Acquisition | Due Diligence | ☑ | Completed |
| 4 | Survey/Title | Due Diligence | ☑ | Completed |
| 5 | Environmental | Due Diligence | ☑ | Phase I and II Completed. No remediation at this stage. |
| 6 | Market Review | Due Diligence | ☐ | Recommended. Conduct demand analysis for mixed-use or commercial components. |
| 7 | Infrastructure | Due Diligence | ☐ | TIA required based on development type. Water/sewer capacity being addressed through CIP. Other infrastructure needs TBD via the developer's design process. |
| 8 | Park Programming/Design | Park Development | ☐ | Define park footprint and amenities (green space, trails, facilities). |
| 9 | Park Funding/Delivery | Park Development | ☐ | Dependent on final timeline and park scope. |
| 10 | Funding Sources/Long Term | Funding | ☐ | Identify and secure potential funding streams (public & private). |
| 11 | Allocation of Property | Property Planning | ☐ | Define land use breakdown (park, commercial, mixed-use). |
| 12 | Subdivision/Recombination | Property Planning | ☐ | TBD as site plan develops. May require formal replatting. |
| 13 | Entitlements Planning | Property Planning | ☐ | Identify zoning, conditional district, and overlay requirements. |
| 14 | Ownership Structure | Property Planning | ☐ | Determine city's role in ownership: full retention, public-private structure, or full sale. |
| 15 | Public Contribution/Value | Partner Parameters | ☐ | Outline benefits to the city and community (economic, recreational, tax base expansion). |
| 16 | Commercial Development Parameters | Partner Parameters | ☐ | Define allowed uses, density, and design guidelines. |
| 17 | Partnership requirements/contributions | Partner Parameters | ☐ | Specify financial and operational expectations for private partners. |
| 18 | Compliance | Partner Parameters | ☐ | Ensure all agreements meet statutory and regulatory requirements. |
| 19 | Memorandum of Agreement | Partner Engagement | ☐ | Draft terms for partnership framework. |
| 20 | Development Agreement | Partner Engagement | ☐ | Establish legal commitments between city and partners. |
| 21 | Property disposition instrument | Partner Engagement | ☐ | Determine method of property transfer (sale, lease, joint venture). |
| 22 | Concept Planning | Project Planning | ☐ | Develop a high-level site plan integrating park and commercial spaces. |
| 23 | Stakeholder engagement | Project Planning | ☐ | Conduct public meetings and gather input from key community groups (public and/or private). |
| 24 | Design | Project Planning | ☐ | Finalize engineering and architectural plans. |
| 25 | Entitlements | Project Planning | ☐ | Secure necessary zoning changes, permits, and approvals. |
| 26 | Finance closing | Finance & Delivery | ☐ | Finalize funding agreements and budget allocations. |
| 27 | Construction | Finance & Delivery | ☐ | Begin site development per approved plans and timeline. |
| 28 | Occupancy | Finance & Delivery | ☐ | Ensure final inspections, approvals, and handover to operational entities. |

3

# Next Steps

- Park Land Management
  - surveying/grading; underbrush removal
- Redevelopment Partnership – Checklist items

4

# Discussion

# Regular Meeting
# Agenda Action Form

| Meeting Date | From |
|---|---|
| April 28, 2025 | Alexis Hill, Human Resources Director<br>Human Resources |

## PRESENTATIONS Item # 2

Baker Tilly Classification and Compensation Study Update

## Will this require a public hearing?

No

## Background/Purpose of Request

This presentation is intended to provide an update to the council of the progress made since Baker Tilly's last presentation made at the January work session and seek out their recommendations.

## 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. Baker Tilly Council Final Presentation

bakertilly

# Classification and Compensation Study

MOUNT HOLLY
Connecting Community & Nature

Methodology

## Project Overview

**COMPLETE**

- ✓ **Data Collection**: project planning meetings, data requested from the City, collection of employee-completed PAQs
- ✓ **Position Review:** using PAQs or updated job descriptions to adjust titles and conduct job evaluation to establish internal equity.
- ✓ **Market Assessment:** collection of base pay and pay practice information from peer organizations.
- ✓ **Pay Plan Development:** pay plan development, grade assignments, and implementation calculations.

**NEXT**

- **Project Completion:** final report delivered, final presentation, project documentation delivery.


2

Methodology

# Project Overview

## Project Initiation

- Planning Meetings: to establish working relationship with the project team.
  - Department head questionnaire
  - Timeline + Communication
- Data Collection
  - Pay structures
  - Policy handbook
  - Job descriptions
  - Organization charts
  - Census file (names, salaries, hire dates, etc.)
- Communications Meetings: in-person for staff and leadership to introduce ourselves, let them know about the study, let them ask questions, etc.
- Position Analysis Questionnaires (PAQs)
  - Employee tell us in their own words about the work they perform
  - PAQs routed to supervisors for review


3

Methodology

# Project Overview

## Position Review

- Title Review: Using PAQs and updated job descriptions, we reviewed all 93 titles and made recommendations for adjustments, as necessary.
- Job Evaluation: We conducted job evaluation using our point factor tool, called SAFE®. This process will establish a hierarchy of jobs within the organization that is reflective of internal equity.
  - *This is a measurement of the position, NOT the person in the position.*
- The 9 compensable factors:

| | |
|---|---|
| 1. Education | 6. Working Conditions |
| 2. Experience | 7. Independence of Actions |
| 3. Level of Work | 8. Impact on the Organization |
| 4. Human Interaction | 9. Supervision Exercised |
| 5. Physical Demands | |

- *SAFE is compatible and compliant with the federal Equal Pay Act.*


4

Methodology

# Project Overview

## Market Assessment

1. Peer Organizations (10): We partnered with you to identify comparable and competitive peer organizations to include in the study. These are organizations that look like you and work like you relative to size (revenue, population served, or number of employees), service offerings, geography, growth, etc.
   - Published salary survey data will be incorporated as a private sector comparison.
2. Benchmark Positions: 72 positions (76%) will be included as benchmarks in the survey.
3. Market Survey: A summary of work + minimum qualifications will be included for each benchmark position to assist peers in providing an appropriate match.
4. Adjustments & Quality Control: Some adjustments were made to collected data to account for differences in work week, fiscal year, and geographic labor cost. *We do not weight the data.*
   - Results are analyzed for quality control; reports demonstrating market averages and a comparison to the market will be prepared for your review.
5. **Benefits Comparison:** We will collect data on pay plans, pay policies, pay differentials, paid time off, medical premiums, retirement, and other pay and benefits program information for comparison to the City's offerings.


5

# Market Assessment: Peer Organizations

- The City identified 10 public peer organizations to be included in the study
- Data was collected or compiled from all 10 public peers.
- Data from 2 published surveys were included to represent the "private sector"

1. **Belmont, NC**
2. **Charlotte, NC**
3. **Matthews, NC**
4. **Gastonia, NC**
5. **Harrisburg, NC**
6. **Huntersville, NC**
7. **Kings Mountain, NC**
8. **Lincolnton, NC**
9. **Pineville, NC**
10. **Gaston County, NC**
11. Comp Analyst
12. Economic Research Institute

6

# Market Assessment: Cost of Labor Differentials

Where cost of living is a measurement of goods and services in each area, the cost of labor is a measurement of compensation paid.

Cost of labor can be impacted by the cost of living but is mainly influenced by the supply and demand of labor in each area (rate of unemployment and number of qualified laborers).

| Date Pulled | Client Name | Location | Geo Adjust | Client Avg Base |
|---|---|---|---|---|
| 3/10/2025 | Mount Holly, NC | Mount Holly, NC | 98.2 | 60,809 |

| Peer # | Peer Organization | Locality Used | ERI Indicator | GeoDiff % |
|---|---|---|---|---|
| 1 | Belmont, NC | Mount Holly, NC | 98.2 | 0.0% |
| 2 | Charlotte, NC | Charlotte, NC | 99.6 | -1.4% |
| 3 | Matthews, NC | Matthews, NC | 99.3 | -1.1% |
| 4 | Gastonia, NC | Gastonia, NC | 98.6 | -0.4% |
| 5 | Harrisburg, NC | Harrisburg, NC | 99.0 | -0.8% |
| 6 | Huntersville, NC | Huntersville, NC | 99.3 | -1.1% |
| 7 | Kings Mountain, NC | Kings Mountain, NC | 88.5 | 9.7% |
| 8 | Lincolnton, NC | Lincolnton, NC | 96.4 | 1.8% |
| 9 | Pineville, NC | Pineville, NC | 99.3 | -1.1% |
| 10 | Gaston County, NC | Gastonia, NC | 98.6 | -0.4% |
| 11 | ERI | State of North Carolina | 93.2 | 5.0% |
| 12 | Comp Analyst | State of North Carolina | 93.2 | 5.0% |

Cost of labor differentials collected from the Economic Research Institutes Geographic Assessor tool.



External Equity

# Market Assessment: Results

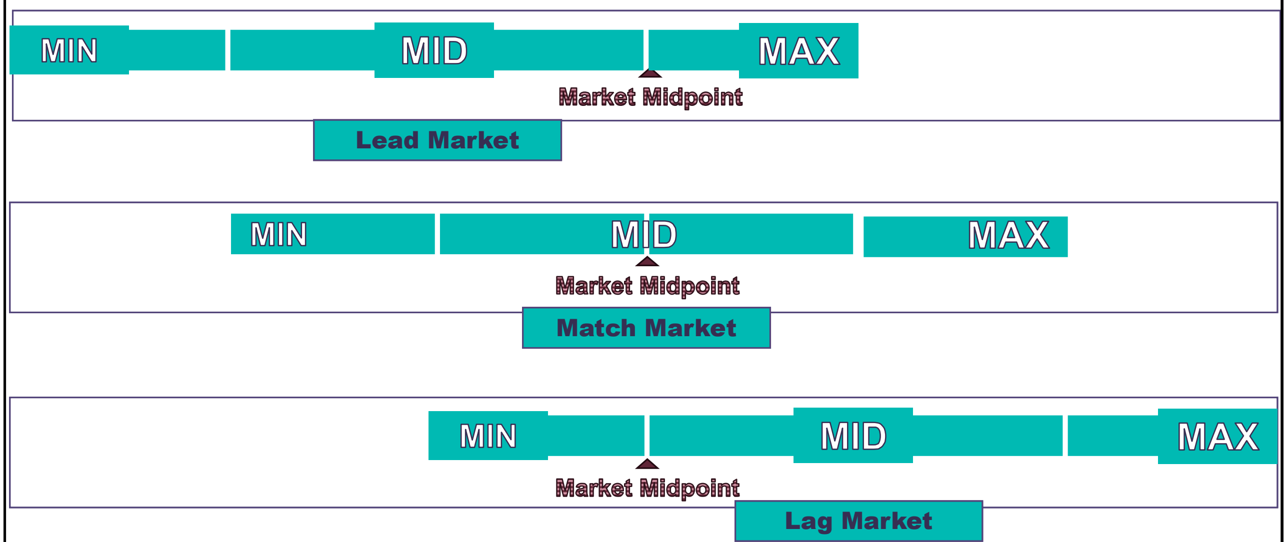
- In total, 72 positions were included in the market survey as benchmark positions.
- Of those, 1 position had insufficient data (less than 3 matches).
- Overall, the study yielded market values for 98.6% of the City's benchmark positions.
- Average minimum, midpoint, and maximum results were prepared for the 72 benchmarks with sufficient data.
  - *Benchmarks had 6.8 matches on average.*
  - *33% of the benchmarks had 8 or more matches each.*

- A comparison of current midpoints vs. the market average midpoint was also prepared. Additional market thresholds demonstrating 5% above and 5% below market were also prepared for consideration.
- **On average, the City of Mount Holly is:**
  - **4.0% below market at the minimum**
  - **5.5% below market at the midpoint**
  - **6.3% below market at the maximum**

External Equity

## Market Assessment

What is The Market?




Methodology

## Project Overview

**Pay Plan Development**:

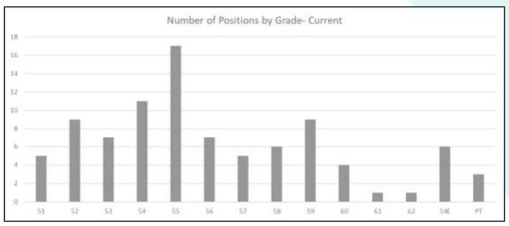
1. Pay Plans: We can utilize your existing pay plan or build new pay plans from scratch that are tailored to the study's results.
2. Grade assignments will be determined based on internal and external results (SAFE® evaluation scores and market midpoints). We use a regression to test the relationship between this information and to identify outliers.
   - We are including department heads in a preliminary review of grade assignments.
3. Implementation Cost: With finalized grade assignments, we will prepare implementation calculations across 3 scenarios that will assist your organization in adopting the new classification and compensation system.


10

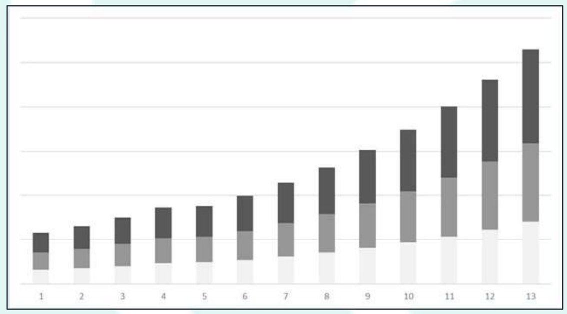
Pay Plan Design

# Current General Pay Plan

| Grade | Minimum | Midpoint | Maximum | Range Spread | Midpoint Differential |
|---|---|---|---|---|---|
| 51 | $32,167.20 | $37,940.80 | $45,528.96 | 42% | |
| 52 | $34,905.54 | $43,631.92 | $52,358.30 | 50% | 15% |
| 53 | $40,140.95 | $50,176.71 | $60,212.46 | 50% | 15% |
| 54 | $46,163.03 | $57,703.01 | $69,244.02 | 50% | 15% |
| 54E | $49,111.69 | $57,703.01 | $69,244.02 | 41% | 0% |
| 55 | $53,087.22 | $66,358.25 | $79,630.32 | 50% | 15% |
| 56 | $61,049.63 | $76,312.56 | $91,575.48 | 50% | 15% |
| 57 | $70,208.01 | $87,759.75 | $105,311.50 | 50% | 15% |
| 58 | $80,738.64 | $100,923.56 | $121,107.45 | 50% | 15% |
| 59 | $92,849.80 | $116,061.73 | $139,273.67 | 50% | 15% |
| 60 | $106,776.55 | $133,471.20 | $160,164.82 | 50% | 15% |
| 61 | $122,793.13 | $153,492.19 | $184,190.21 | 50% | 15% |
| 62 | $141,211.95 | $176,515.46 | $211,818.95 | 50% | 15% |




- Open plan (no defined steps), 13 grades (numbered 51-62)
- 41-50% range spreads (distance from min to max)
- 15% midpoint differential (distance between each grade at the midpoint)
- Starting minimum wage is $15.47/hour ($32,167.20 annual)

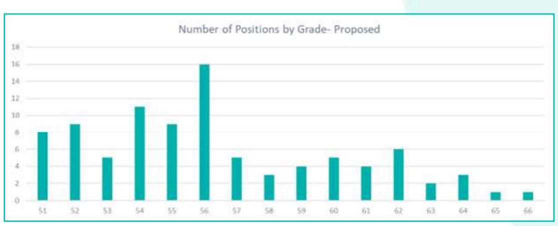


11

Pay Plan Design

# Proposed General Pay Plan (Match Market)

| Grade | Minimum | Midpoint | Maximum | Range Spread | Midpoint Differential |
|---|---|---|---|---|---|
| 51 | $38,136 | $45,000 | $51,865 | 36% | |
| 52 | $40,805 | $48,150 | $55,495 | 36% | 7% |
| 53 | $43,737 | $52,484 | $61,232 | 40% | 9% |
| 54 | $47,673 | $57,208 | $66,742 | 40% | 9% |
| 55 | $51,964 | $62,357 | $72,750 | 40% | 9% |
| 56 | $56,641 | $67,969 | $79,297 | 40% | 9% |
| 57 | $61,738 | $74,086 | $86,433 | 40% | 9% |
| 58 | $67,295 | $80,754 | $94,213 | 40% | 9% |
| 59 | $74,024 | $88,829 | $103,634 | 40% | 10% |
| 60 | $82,167 | $98,600 | $115,034 | 40% | 11% |
| 61 | $92,027 | $110,432 | $128,838 | 40% | 12% |
| 62 | $97,180 | $121,475 | $145,770 | 50% | 10% |
| 63 | $103,011 | $128,764 | $154,517 | 50% | 6% |
| 64 | $108,162 | $135,202 | $162,243 | 50% | 5% |
| 65 | $123,304 | $154,130 | $184,956 | 50% | 14% |
| 66 | $140,566 | $175,708 | $210,849 | 50% | 14% |




- **Open plan (no defined steps), 16 grades (numbered 51-66)**
- **36-50% narrowed range spreads**
- **Tailored to market midpoint differential**
- **Aligned to 100% of market midpoints**
- **Starting minimum wage is $18.33/hour ($38,136 annual)**

12

Pay Plan Design

# Proposed General Pay Plan (Slight Lag Market)

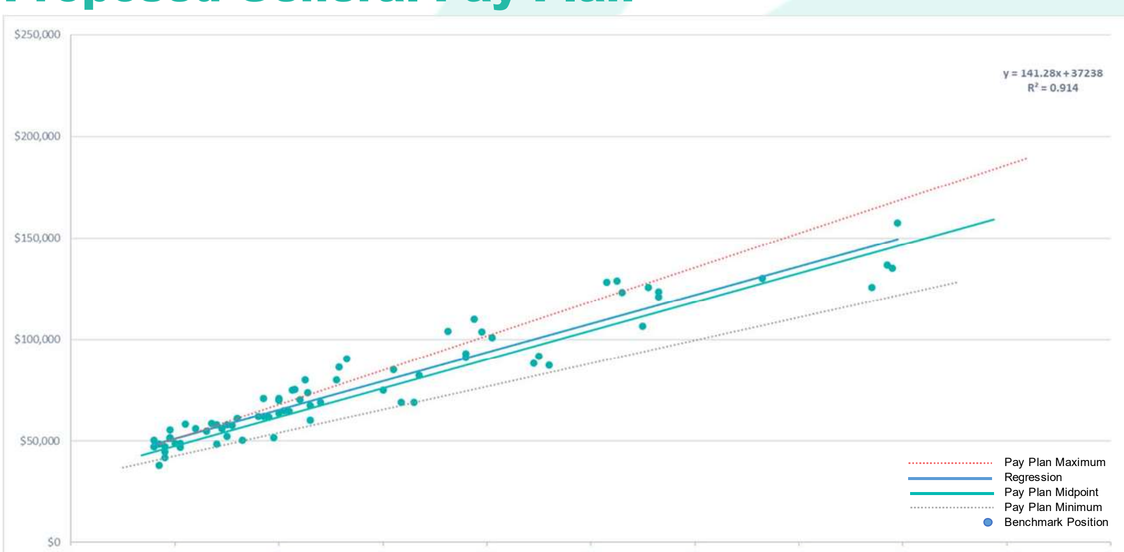
| Grade | Minimum | Midpoint | Maximum | Range Spread | Midpoint Differential |
|---|---|---|---|---|---|
| 51 | $37,172 | $43,863 | $50,554 | 36% | |
| 52 | $39,774 | $46,933 | $54,093 | 36% | 7% |
| 53 | $42,631 | $51,157 | $59,683 | 40% | 9% |
| 54 | $46,468 | $55,761 | $65,055 | 40% | 9% |
| 55 | $50,649 | $60,779 | $70,909 | 40% | 9% |
| 56 | $55,208 | $66,249 | $77,291 | 40% | 9% |
| 57 | $60,176 | $72,211 | $84,246 | 40% | 9% |
| 58 | $65,592 | $78,710 | $91,829 | 40% | 9% |
| 59 | $72,151 | $86,581 | $101,011 | 40% | 10% |
| 60 | $80,088 | $96,105 | $112,123 | 40% | 11% |
| 61 | $89,698 | $107,638 | $125,577 | 40% | 12% |
| 62 | $94,722 | $118,402 | $142,083 | 50% | 10% |
| 63 | $100,405 | $125,506 | $150,608 | 50% | 6% |
| 64 | $105,425 | $131,781 | $158,138 | 50% | 5% |
| 65 | $120,184 | $150,230 | $180,276 | 50% | 14% |
| 66 | $137,010 | $171,262 | $205,515 | 50% | 14% |

- Open plan (no defined steps), 16 grades (numbered 51-66)
- 36-50% narrowed range spreads
- Tailored to market midpoint differential
- Aligned to 98% of market midpoints
- Starting minimum wage is $17.87/hour ($37,172 annual)


13

Pay Plan Design

# Proposed General Pay Plan




14

# Pay Grade Assignments

Determined based on internal and external results (SAFE® evaluation scores and market midpoints). We used a regression to test the relationship between this information and to identify outliers.

In total, 93 unique positions were classified to a grade in the proposed pay plan based on market midpoints. From there, grade assignments were adjusted, as necessary, to account for:

| | |
|---|---|
| • Existing equity (current midpoints & grade groupings) | • Job Evaluation (SAFE scores based on Job Descriptions) |
| • Career progressions | • Supervisor-subordinate separation |
| • Grade compression | |

The following information was NOT considered when assigning positions to a grade:

| | |
|---|---|
| • The person in the position | • Performance |
| • Length of service | • Employee existing salary |

15

Pay Plan Development

# Implementation Scenarios

Baker Tilly developed eight scenarios—four aligned with a match compensation philosophy and four with a lag compensation philosophy—for the City of Mount Holly to evaluate as part of the adoption process for its new classification and compensation plan.

- **No employee will receive a pay decrease as a result of the study.**
- **Implementation cost reflects base pay in US dollars. Benefits and pay differentials are not included.**

| | # of Staff |
|---|---|
| Totals | 182 |
| | |
| Employees Below Minimum | 30 |
| Employees Within Range | 149 |
| Employees Above Maximum | 3 |

Implementation Scenarios for the proposed General pay plan:

**Option 1:** Employees move to the minimum of their assigned pay grade if their current salary is below that amount. Option 1 represents the minimum action required to adopt the proposed pay plan.

**Option 2:** Employees receive the greater of moving to the minimum of their assigned pay grade or a 2% salary adjustment. This scenario intends that no eligible employee receives less than 2%.

**Option 3:** In addition to Option 1, then employees also receive a 2% adjustment for each year in their position (capped at 8 years) from the new proposed minimum. Any employees whose current salary exceeds the calculation would retain their existing salary. This scenario is meant to help alleviate compression by moving employees further into their new range relative to their time in position. This is not a calculation based on years of service with the organization.

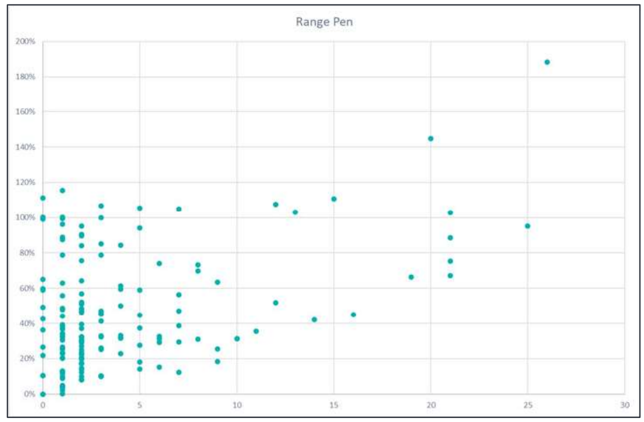
**Option 3b:** In addition to Option 1, then employees with 5 or more years also receive a 2% adjustment for each year in their position (capped at 8 years) from the new proposed minimum. Employees with less than 5 years would also receive a 1% adjustment for each year in their position (capped at 8 years) from the new proposed minimum. Any employees whose current salary exceeds the calculation would retain their existing salary.

16

Pay Plan Development

# Implementation Scenarios

- Pay compression refers to the situation where there is a narrow pay differential between employees regardless of their experience or tenure in the organization.
- **Implementation Option 3: Alleviates compression by moving employees further into their range relative to their time in position.**
  - Employees also receive a 2% adjustment for each year in their position (capped at 8 years) from the new proposed minimum.
  - Any employees whose current salary exceeds the calculation would retain their existing salary.




Average Years in Position = 4 years

17

Pay Plan Development

## Implementation Scenarios- General Plan (Match Market)

| | Option 1 - Move to Minimum | | | | |
|---|---|---|---|---|---|
| | # of Staff | Current Salary | Proposed Salary | Difference | % Increase |
| Totals | 182 | $11,615,939.56 | $11,670,796.95 | **$54,857.39** | 0.5% |
| Employees Below Minimum | 30 | $1,357,413.61 | $1,412,271.00 | $54,857.39 | 4.0% |
| Employees Within Range | 149 | $9,947,222.39 | $9,947,222.39 | $0.00 | 0.0% |
| Employees Above Maximum | 3 | $311,303.56 | $311,303.56 | $0.00 | 0.0% |

| | Option 2 - Greater of Minimum or 2.0% | | | | |
|---|---|---|---|---|---|
| | # of Staff | Current Salary | Proposed Salary | Difference | % Increase |
| Totals | 182 | $11,615,939.56 | $11,854,888.10 | **$238,948.54** | 2.1% |
| Employees Below Minimum | 30 | $1,357,413.61 | $1,407,924.88 | $50,511.27 | 3.7% |
| Employees Within Range | 149 | $9,947,222.39 | $10,135,659.66 | $188,437.27 | 1.9% |
| Employees Above Maximum | 3 | $311,303.56 | $311,303.56 | $0.00 | 0.0% |

| | Option 3 - Move to Minimum + 2% per Years in Position (Capped 8yrs) | | | | |
|---|---|---|---|---|---|
| | # of Staff | Current Salary | Proposed Salary | Difference | % Increase |
| Totals | 182 | $11,615,939.56 | $11,830,749.91 | **$214,810.35** | 1.8% |
| Employees Below Minimum | 30 | $1,357,413.61 | $1,457,429.24 | $100,015.63 | 7.4% |
| Employees Within Range | 149 | $9,947,222.39 | $10,062,017.11 | $114,794.72 | 1.2% |
| Employees Above Maximum | 3 | $311,303.56 | $311,303.56 | $0.00 | 0.0% |

| | Option 3b - Move to Minimum + 1-2% per Years in Position (Capped 8yrs) | | | | |
|---|---|---|---|---|---|
| | # of Staff | Current Salary | Proposed Salary | Difference | % Increase |
| Totals | 182 | $11,615,939.56 | $11,783,104.42 | **$167,164.86** | 1.4% |
| Employees Below Minimum | 30 | $1,357,413.61 | $1,441,295.40 | $83,881.79 | 6.2% |
| Employees Within Range | 149 | $9,947,222.39 | $10,030,505.46 | $83,283.07 | 0.8% |
| Employees Above Maximum | 3 | $311,303.56 | $311,303.56 | $0.00 | 0.0% |

Pay Plan Development

## Implementation Scenarios- General Plan (Lag Market)

| | Option 1 - Move to Minimum | | | | |
|---|---|---|---|---|---|
| | # of Staff | Current Salary | Proposed Salary | Difference | % Increase |
| Totals | 182 | $11,602,647.56 | $11,631,200.93 | **$28,553.37** | 0.2% |
| Employees Below Minimum | 18 | $748,998.63 | $777,552.00 | $28,553.37 | 3.8% |
| Employees Within Range | 157 | $10,273,052.74 | $10,273,052.74 | $0.00 | 0.0% |
| Employees Above Maximum | 7 | $580,596.19 | $580,596.19 | $0.00 | 0.0% |

| | Option 2 - Greater of Minimum or 2.0% | | | | |
|---|---|---|---|---|---|
| | # of Staff | Current Salary | Proposed Salary | Difference | % Increase |
| Totals | 182 | $11,602,647.56 | $11,826,497.26 | **$223,849.70** | 1.9% |
| Employees Below Minimum | 18 | $748,998.63 | $777,628.62 | $28,629.99 | 3.8% |
| Employees Within Range | 157 | $10,273,052.74 | $10,468,272.45 | $195,219.71 | 1.9% |
| Employees Above Maximum | 7 | $580,596.19 | $580,596.19 | $0.00 | 0.0% |

| | Option 3 - Move to Minimum + 2% per Years in Position (Capped 8yrs) | | | | |
|---|---|---|---|---|---|
| | # of Staff | Current Salary | Proposed Salary | Difference | % Increase |
| Totals | 182 | $11,602,647.56 | $11,719,020.39 | **$116,372.83** | 1.0% |
| Employees Below Minimum | 18 | $748,998.63 | $797,906.44 | $48,907.81 | 6.5% |
| Employees Within Range | 157 | $10,273,052.74 | $10,340,517.76 | $67,465.02 | 0.7% |
| Employees Above Maximum | 7 | $580,596.19 | $580,596.19 | $0.00 | 0.0% |

| | Option 3b - Move to Minimum + 1-2% per Years in Position (Capped 8yrs) | | | | |
|---|---|---|---|---|---|
| | # of Staff | Current Salary | Proposed Salary | Difference | % Increase |
| Totals | 182 | $11,602,647.56 | $11,701,770.99 | **$99,123.43** | 0.9% |
| Employees Below Minimum | 18 | $748,998.63 | $791,781.14 | $42,782.51 | 5.7% |
| Employees Within Range | 157 | $10,273,052.74 | $10,329,393.66 | $56,340.92 | 0.5% |
| Employees Above Maximum | 7 | $580,596.19 | $580,596.19 | $0.00 | 0.0% |

Methodology

# Project Overview

### Project Completion

1. Final report: We will document the methodology used to conduct the study, our findings, and recommendations.
2. Final Presentation: We can present the results to elected officials, senior leadership, employees, and/or designated staff as desired.
3. Training: We will provide training to HR staff to administer and maintain the new classification and compensation system – including the SAFE® job evaluation process.
   - All project documentation will be delivered


20

Assumes December Start

# Project Timeline

| December | January-February | March | April |
| --- | --- | --- | --- |
| Project Initiation | Market Assessment<br>Position Review | Pay Plan Development | Project Completion |



# Contact Information

## Sarah Towne
**Manager**

P: +1 (813) 252 1433
E: sarah.towne@bakertilly.com

## Anna Yin
**Consultant**

P: +1 (212) 378 4346
E: anna.yin@bakertilly.com

# Regular Meeting
# Agenda Action Form

| Meeting Date | From |
|---|---|
| April 28, 2025 | Eric Smallwood, Parks and Recreation Director<br>Parks and Recreation |

## PRESENTATIONS Item # 3

Presentation on Joint Use Agreement between Gaston County Schools and Parks and Recreation for the use of school ballfields.

## Will this require a public hearing?

No

## Background/Purpose of Request

The Gaston County Parks, Recreation, and Tourism Department is forgoing their rights to Elementary School ballfields in the county on July 1st. This includes but is not limited to the Catawba Heights Elementary School baseball field and the Pinewood Elementary School soccer field. Mount Holly Parks and Recreation staff have engaged Gaston County Schools to explore the possibility of executing a Joint Use Agreement that will allow Mount Holly Parks and Recreation to have first rights to the fields after school hours in exchange for routine maintenance of the fields. This presentation is to inform the board of where we are in the process, present the benefits of this new partnership, and receive direction on a path forward.

## Fiscal Impact

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

## Manager/Staff Recommendation

## Attachments

1. GCS JOINT USE AGREEMENT MEMO
2. BUDGET_PROGRAM TABLE V2

City of Mount Holly

# Memo

**To:** City of Mount Holly Mayor and City Council

**From:** Eric Smallwood, Parks and Recreation Director

**cc:** Jonathan Blanton, City Manager & Brian Dupont, Assistant City Manager

**Date:** 4/22/2025

**Re:** Gaston County Schools Joint Use Agreement

---

The Mount Holly Parks and Recreation staff has been working in collaboration with the Gaston County Parks, Recreation & Tourism Department and Gaston County Schools Administration to establish a Joint Use Agreement. This agreement would grant the City of Mount Holly exclusive access to the ballfields at Pinewood Elementary and Catawba Heights Elementary in exchange for the City taking on routine maintenance responsibilities for the fields.

Effective July 1, 2025, Gaston County PR&T will discontinue maintenance of these ballfields. In response, we have formally requested permission to assume maintenance responsibilities in order to secure exclusive use of the fields during non-school hours. This would significantly reduce the burden on Tuckaseege Park as our youth athletic programs continue to grow.

Specifically, this partnership is expected to reduce weekly usage of our soccer fields at Tuckaseege Park by approximately 8–12 hours and decrease daily traffic at the park by 20–40 vehicles directly related to programming.

Financially, the impact to our department’s budget is expected to be minimal. The maintenance responsibilities can be absorbed into our current operations without significant additional cost. Enclosed with this memo are comparative budget projections showing the difference between entering into the agreement versus opting out, along with potential future programming opportunities that the additional field space could support.

Staff is seeking guidance from the City Council on whether to proceed with the execution of the Joint Use Agreement with Gaston County Schools.

Expenses if things stay "as is"

| | FY24-25 | FY25-26 | FY26-27 | FY27-28 | FY28-29 | FY29-30 | FY30-31 | |
|---|---|---|---|---|---|---|---|---|
| CIP | $ - | $ 150,000 | $ 45,000 | | $ 250,000 | $ 500,000 | $ 500,000 | CIP includes re-sod of Tuck in FY25, grading of small fields in FY26, Design and Engineering of new athltic facility in FY28, land acquisition and construction of new baseball and soccer fields in FY29-FY30 |
| M/R B/G | $ 88,000 | $ 94,000 | $ 100,000 | $ 105,000 | $ 105,000 | $ 110,000 | $ 110,000 | Includes total budget, increases include extra field maintenance that will be needed at Tuck due to overuse |
| M/R Equip | $ 8,000 | $ 8,000 | $ 8,000 | $ 8,000 | $ 8,000 | $ 9,000 | $ 9,000 | |
| M/R Vehicles | $ 6,000 | $ 8,500 | $ 9,000 | $ 9,000 | $ 9,000 | $ 10,000 | $ 10,000 | |
| Fuel | $ 8,000 | $ 10,000 | $ 10,300 | $ 10,609 | $ 10,927 | $ 11,255 | $ 11,593 | |
| Dept. Supplies | $ 48,000 | $ 49,440 | $ 50,923 | $ 52,451 | $ 54,024 | $ 55,645 | $ 57,315 | |
| Total | $ 158,000 | $ 319,940 | $ 223,223 | $ 185,060 | $ 436,952 | $ 695,900 | $ 697,907 | $ 2,716,982 |

Expenses if we take over the school fields

| | FY24-25 | FY25-26 | FY26-27 | FY27-28 | FY28-29 | FY29-30 | FY30-31 | |
|---|---|---|---|---|---|---|---|---|
| CIP | $ - | $ - | $ 15,000 | $ - | $ - | $ - | $ 150,000 | CIP includes re-sod of Tuck in FY30 unless participation in youth sports increases and we add adult sports. May be needed sooner. New mower in FY26 |
| M/R B/G | $ 88,000 | $ 94,000 | $ 105,000 | $ 105,000 | $ 110,000 | $ 110,000 | $ 110,000 | Includes total budget, increases are negligible |
| M/R Equip | $ 8,000 | $ 8,000 | $ 10,000 | $ 10,000 | $ 12,000 | $ 12,000 | $ 14,000 | Includes total budget, increases are negligible |
| M/R Vehicles | $ 6,000 | $ 8,500 | $ 9,000 | $ 9,000 | $ 9,000 | $ 10,000 | $ 10,000 | Includes total budget, increases are negligible |
| Fuel | $ 8,000 | $ 10,000 | $ 10,300 | $ 10,609 | $ 10,927 | $ 11,255 | $ 11,593 | Includes total budget, increases are negligible |
| Dept. Supplies | $ 48,000 | $ 48,000 | $ 49,440 | $ 50,923 | $ 52,451 | $ 54,024 | $ 55,645 | Includes total budget, increases are negligible |
| Total | $ 158,000 | $ 168,500 | $ 198,740 | $ 185,532 | $ 194,378 | $ 197,280 | $ 351,238 | $ 1,453,667.77 |

Annual programming if we do not take over the school fields

| | FY24-25 | FY25-26 | FY26-27 | FY27-28 | FY28-29 | FY29-30 | FY30-31 |
|---|---|---|---|---|---|---|---|
| Youth Sports | 12 | 12 | 12 | 12 | 12 | 12 | 12 |
| Adult Sports | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| Camps | 3 | 3 | 3 | 3 | 3 | 3 | 3 |
| Events | 1 | 1 | 1 | 1 | 1 | 1 | 1 |

Annual programming if we take over the school fields

| | FY24-25 | FY25-26 | FY26-27 | FY27-28 | FY28-29 | FY29-30 | FY30-31 |
|---|---|---|---|---|---|---|---|
| Youth Sports | 12 | 12 | 12 | 12 | 12 | 12 | 12 |
| Adult Sports | 1 | 1 | 1 | 2 | 3 | 5 | 5 |
| Camps | 3 | 3 | 4 | 5 | 5 | 5 | 5 |
| Events | 1 | 1 | 2 | 3 | 4 | 4 | 4 |

This programming is specific to the use of Tuck Park or the school fields
This does not include programming downtown, at the municipal complex, river street, etc.

# Regular Meeting
# Agenda Action Form

| Meeting Date | From |
|---|---|
| April 28, 2025 | Matt Black, Economic Development Director<br>Economic Development |

## PRESENTATIONS Item # 4

Disposal of Real Property Using Economic Development Statute

## Will this require a public hearing?

No

## Background/Purpose of Request

Discuss the use of Economic Development statute to dispose of real property owned by the City of Mount Holly.

## 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:** | 0 |
| **Budget Code:** | N/A |
| Reviewed by City Attorney? | No |

## Manager/Staff Recommendation

No recommendation is needed at this time.

## Attachments

1. Presentation
2. Resolution
3. RFQ

# DISPOSAL OF REAL PROPERTY USING ECONOMIC DEVELOPMENT STATUTE

# NC GS 158-7.1 PROCESS

MATT BLACK, ECONOMIC DEVELOPMENT

# Objectives

-Use of N.C. G.S. 158.7-1

-Discuss the process & timeline

-Answer any questions you might have

Example of GS 158.7-1

Must Be For Economic Development Purposes

* Job Creation
* Tax Base Growth
* Performance Measures
* Strategic Vision Plan

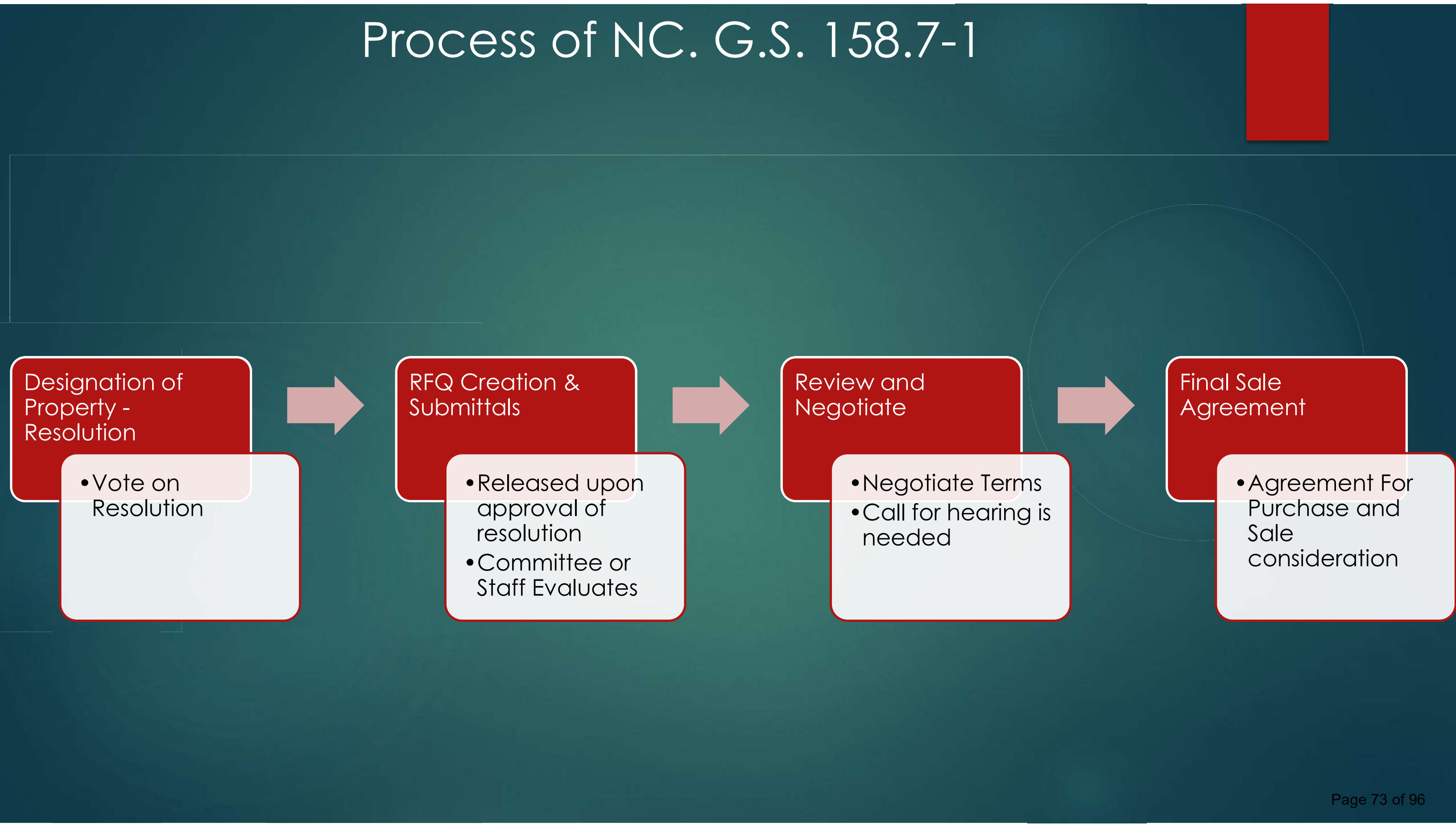
| | |
|---|---|
| Promote | E.D. 1: Promote opportunities for additional retail and/or restaurant establishments within the City. |
| Grow | E.D. 3: Continue to facilitate downtown growth and development. |
| Land | Land Use 2: Encourage the development of distinct mixed-used districts for Downtown, the Gateway Centers, and the Neighborhood Centers as identified on the Future Land Use Map. |

# Justification if Sold for Below Appraised Value

**-Certain number of Jobs at or above livable wage over 3+ years**

**-Capital Investment**

**-Additional Incentives**



Process of NC. G.S. 158.7-1
Designation of Property - Resolution
• Vote on Resolution
RFQ Creation & Submittals
• Released upon approval of resolution
• Committee or Staff Evaluates
Review and Negotiate
• Negotiate Terms
• Call for hearing is needed
Final Sale Agreement
• Agreement For Purchase and Sale consideration

| | |
|---|---|
| Designation of Property - Resolution | April 28th Work Session |
| Release RFP | April 29th |
| RFP Submission- 30 days | April 29th to May 29th |
| Evaluate and Negotiate- 10 days | May 30th to June 13th |
| Call for Public Hearing, if Needed, for June 23rd Work Session | June 9th |
| Consideration of PSA | June 23rd |

# QUESTIONS

?

# RESOLUTION DECLARING 131 S. MAIN STREET, CITY-OWNED PROPERTY, FOR ECONOMIC DEVELOPMENT PURPOSES AND AUTHORIZING ITS DISPOSAL PURSUANT TO N.C G.S. §158-7.1

**WHEREAS**, the City of Mount Holly is the owner of certain real property located at **131 S. Main Street**, identified as Parcel #123809 (the "Property"); and

**WHEREAS**, the City Council has determined that the Property is no longer needed for municipal purposes and that it is in the best interest of the City to sell the Property and place it back to the economic sector; and

**WHEREAS**, North Carolina General Statute §158-7.1 authorizes municipalities to acquire and dispose of real property for the purpose of economic development, including for the creation of jobs, increasing the tax base, and stimulating business and commercial activity; and

**WHEREAS,** the Mount Holly City Council finds that the designation and use of this property for economic development purposes will further the public interest by attracting private investment, promoting job creation, and supporting the revitalization of targeted areas in accordance with the City's strategic and vision plans; and

**WHEREAS,** the City Council intends to dispose of the property through a public process in compliance with applicable law and guided by the City's goal of ensuring the property's productive reuse in a manner consistent with these economic development objectives.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Mount Holly, North Carolina, as follows:

1. The City-owned property located at 131 S. Main Street; Parcel #123809 is hereby designated for economic development purposes in accordance with N.C.G.S. §158-7.1.

2. The City Manager, or their designee, is authorized to take all necessary steps to initiate the disposition of the property through procedures permitted by law, including but not limited to Requests for Qualifications (RFQ), Requests for Proposals (RFP), or negotiated sale, as deemed appropriate.

3. The City shall publish public notice and follow all applicable requirements as set forth in N.C.G.S. §158-7.1 and related statutes prior to the execution of any final agreement for sale, lease, or transfer.

4. The City Council reserves the right to approve or reject any final proposal or contract resulting from the disposition process.

**Adopted this on the 28th day of April 2025.**

CITY OF MOUNT HOLLY

By: ___________________________
David Moore, Mayor

Attest: ___________________________
Tara Douglas, City Clerk


Request for Proposal (RFP)

Mixed-Use Opportunity

Due Date:

# Mixed-Use Opportunity
# 131 S. Main Street, Mount Holly, NC 28120

## I. Introduction

The City of Mount Holly invites proposals from qualified developers and organizations for the purchase and redevelopment of 131 South Main Street — a historic, highly visible property in the heart of Mount Holly's Central Business District. The City seeks proposals that generate long-term economic and community benefit, in accordance with North Carolina General Statute 158-7.1, which authorizes the conveyance of publicly owned property to stimulate economic development.

**Property Overview:**

-Parcel ID: 123809

-Building Size: 13,034 SF (Two Stories)

-Lot Size: 0.24 Acres

-Zoning: Central Business District

-Year Built: 1920 (Historic Masonry Construction)

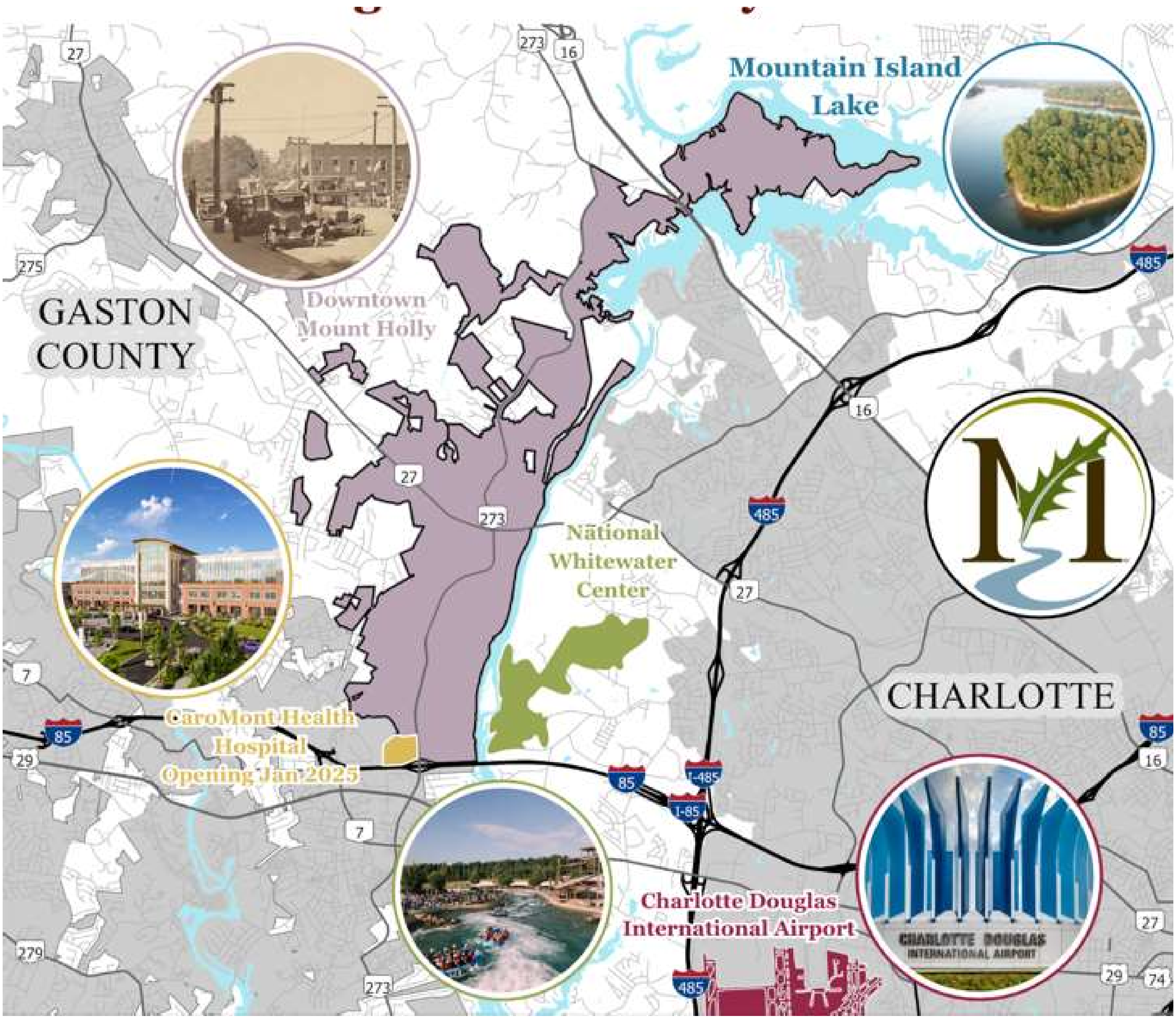
-Property Condition: Requires renovation; eligible for adaptive reuse

## II. Why Mount Holly?

Mount Holly offers a unique combination of attributes that make it an exceptional choice for development. Strategically located just 15 miles from Charlotte, the city provides the perfect balance of small-town charm and urban accessibility. With direct connections to major transportation corridors, including NC 273 and I-85, Mount Holly ensures seamless access for businesses, residents, and visitors alike.

The city has experienced a population growth of over 10% in the past five years, demonstrating its increasing appeal as a place to live and work. Mount Holly's vibrant community is bolstered by excellent schools, a wide array of recreational opportunities, and an active calendar of events and festivals that draw people from across the region. The downtown area is undergoing revitalization, combining historic charm with modern amenities, making it a focal point for commerce and culture.

Mount Holly's business-friendly environment is another significant draw. The city is home to major employers such as Freightliner and benefits from active public-private partnerships that foster economic growth. Developers can take advantage of streamlined permitting processes and city staff which supports innovative projects.




## III. Redevelopment Goals

The City of Mount Holly encourages proposals that:

- ❖ Preserve the historical and architectural integrity of the structure
- ❖ Reactivate the building with commercial, residential, or mixed-use functions
- ❖ Contribute to the vibrancy of Downtown Mount Holly
- ❖ Generate jobs, tax revenue, and public benefit
- ❖ Attract pedestrian activity and catalyze nearby investment
- ❖ Are financially and logistically feasible with a clear implementation plan

IV. **Submission Requirements:** Respondents must include:

1. **Firm Information:**
   - Name, address, and contact details.
   - Brief history and organizational structure.
2. **Relevant Experience:**
   - Examples of similar projects, with images and descriptions.
   - References from past municipal or large-scale development partners.
3. **Proposed Approach:**
   - Preliminary concepts for site development.
   - Strategies for addressing environmental issues
4. **Team Qualifications:**
   - Resumes of key personnel.
   - Sub-consultants or partners, if applicable.
5. **Financial Capacity:**
   - Evidence of the ability to finance a project of this scope.
6. **Additional Information:**
   - Any unique value the developer brings to the project.

V. **Evaluation Criteria:**

- Demonstrated experience and successful project track record.
- Alignment with Mount Holly's vision and goals.
- Innovative and sustainable design concepts.
- Financial stability and capability.

VI. **Timeline:**

| **Milestone** | **Date** |
|---|---|
| RFP Issuance | [Insert Date] |
| Submission Deadline | [Insert Date] |

| | |
|---|---|
| Review and Shortlist Notification | [Insert Date] |
| Interviews/Presentations | [Insert Date] |
| Selection Announcement | [Insert Date] |

VII. **Submission Instructions:**

- Submit electronic copy to matt.black@mtholly.us
- Four (4) physical copies mailed or delivered to: City of Mount Holly 400 E. Central Ave. Mount Holly, NC 28120 Attention: Matt Black, Economic Development Director

VIII. **Scoring Format:**

| **Criteria** | **Weight** |
|---|---|
| Relevant Experience | 30% |
| Proposed Approach | 25% |
| Team Qualifications | 20% |
| Financial Capacity | 15% |
| Alignment with Vision & Goals | 10% |

**Contact Information:** For questions or further information, please contact: Matt Black, Economic Development Director Phone: (704)617-7773 Email: matt.black@mtholly.us

IX. **Disclaimers:**

- The City of Mount Holly reserves the right to accept or reject any or all submissions.
- Submission of proposal does not guarantee selection or future contract negotiation.

We look forward to partnering with a visionary developer to create a landmark destination that enhances Mount Holly's growth and appeal!

# Regular Meeting
# Agenda Action Form

| Meeting Date | From |
|---|---|
| April 28, 2025 | Jonathan Blanton, City Manager<br>City Management |

## OLD BUSINESS Item # 1

Update on Property Management for East Central Avenue

## Will this require a public hearing?

No

## Background/Purpose of Request

Due to the recent property acquisitions on Central Avenue, the City currently has several commercial tenants in place. At the April 14th City Council Meeting, Council was presented with two options for property management services. MECA Relaty has provided a one-year agreement for property management services of these commercial properties for the amount of $1,250.000 per month.

## 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 how the City Council would like to proceed with the management of the properties on Central Avenue.

## Attachments

1. MECA Property Management Proposal

# MANAGEMENT AGREEMENT

**THIS AGREEMENT** is entered into this _____ day of _________________, 2025, by and between **City of Mount Holly** (the "Owner"); and **MECA Commercial Real Estate** (the "Manager").

## RECITALS

A. The Owner is the owner of the following property, located in **Mount Holly, North Carolina: See Exhibit B** (the "Property").

B. The Owner desires to retain the Manager as its property manager for the Property, to be responsible for the management and operation of the Property. The Manager desires to provide such services, on the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual agreements of the parties set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## ARTICLE I
## APPOINTMENT OF MANAGER AND GENERAL STANDARDS

1.1 **Appointment.** The Owner designates the Manager as its exclusive property manager for the Property and retains the Manager for those purposes. The Manager accepts such appointment upon and in accordance with the terms of this Agreement.

1.2 **General Duties.** The Manager shall perform such services as may be reasonably requested by the Owner from time to time in connection with the operation and management of the Property. The Manager shall perform its duties in a diligent, careful and vigilant manner. The services of the Manager under this Agreement shall be of a scope and quality not less than those generally performed by professional property management firms in the Charlotte area. The Manager shall provide to the Owner the full benefit of the judgment, experience and advice of the members of the Manager's organization and staff, shall use due care in the selection and supervision of all its employees and independent contractors retained by it, and shall oversee the activities and performance of all its employees and independent contractors retained by it under the terms this Agreement.

1.3 **Status of Parties**. In the performance of its services under this Agreement, the Manager shall act as an independent contractor and nothing in the Agreement, or in the relationship between the Owner and the Manager, shall be deemed to constitute a partnership or joint venture. However, if the Manager contracts on behalf of the Owner with a third-party vendor or contractor (in accordance with the terms of this Agreement), the Manager shall do so as an agent of the Owner and shall represent the same to any such third-party vendor or contractor.

## ARTICLE II
## SERVICES OF MANAGER

Without limiting the general duties and standards described in Article I, or arising under any other provisions of this Agreement, the Manager shall specifically perform the following services for the Owner:

2.1 **Lease Administration Services**. The Manager shall:

(a) Use diligent efforts to collect all rents and other charges from all tenants of the Property. The Manager shall cause all proceeds collected by it from the operation of the Property to be deposited into the operating account as provided in Section 2.2(e).

(b) Except as otherwise reasonably directed by the Owner, take all actions that it deems advisable to collect the rent, and to enforce all rights of the Owner under the leases, including, without limitation, the preparation and delivery to tenants of "late charge" statements, default notices and other appropriate invoices, requests, bills, demands and statements and to retain late charge fees associated with these services. Upon the reasonable request of the Manager, the Owner shall authorize the Manager to retain, at the Owner's expense, legal counsel or collection agencies of the Owner's choice as the Manager shall reasonably deem advisable to pursue claims against any defaulting tenant. The Manager shall promptly notify the Owner of any such legal action and the progress of the same.

(c) Receive and use its reasonable efforts to attend to and resolve any complaints, disputes or disagreements with tenants. The Manager shall use reasonable efforts to monitor the operations of tenants to determine compliance with the terms of their respective leases and shall notify any non-complying tenant and the Owner of any violations and use reasonable efforts to cause such tenant to correct the violations promptly.

2.2 **Property Management Services**. The Manager shall:

(a) Upon becoming aware of the need for such repairs, provide for and supervise the making of ordinary and necessary repairs to the Property, and all equipment and systems located in or servicing the Property. The Manager shall not incur any single expense in excess of $1,000.00 without the prior approval of the Owner. Notwithstanding the foregoing, the Manager may make emergency repairs without the Owner's prior approval and without limitation as to cost; provided, however, that in each instance the Manager shall notify the Owner of the emergency repairs as soon as possible and provide invoices reflecting the expenses of those repairs. The Manager may contract with third parties to provide such maintenance and repairs, or the Manager may at its option have its own personnel perform such maintenance and repairs, provided that the fee charged by the Manager is no greater than a third party would charge for similar services. This Section 2.2(a) shall not be deemed to impose upon the Manager any obligation to inspect the Property. The Manager shall not be liable for the condition of the Property, or the Manager's failure to make repairs, unless such failure continues for an unreasonable period of time after the Manager has become aware of the need for such repairs.

(b) Report to Owner, and as appropriate, its insurance carrier, as soon as practicable and in writing, all suits and claims for bodily injury or property damage, or damages to the Property estimated to exceed $10,000.00. The Owner, along with any participating insurance carrier, shall have sole authority to settle and defend any such suit or claim.

(c) Make any disbursements as may be directed by the Owner, provided sufficient funds are available in the operating account. It is expressly understood and agreed that the Manager shall not be required to advance any sums for the account of the Owner.

(d) Maintain at its principal office complete books and records for the Property, which shall be supported by sufficient documentation. Within ten (10) days after each calendar month, the Manager shall furnish reports of all receipts and expenditures in the prior calendar month.

(e) Open and maintain an operating account for the Property at a bank selected by the Manager, into which account all of the Owner's receipts from the Property will be deposited, and from which account all of the Owner's expenses under this Agreement will be disbursed. Disbursements may be made on the signature of the Manager or its duly designated agent, provided such agent is properly bonded by the Manager at the Manager's expense. All interest earned on any such account shall be the property of the Manager. The Owner acknowledges that its funds may be commingled with the funds of other property owners, but the Manager agrees to keep separate records showing the amount of funds in the account credited to each owner (including Owner). The Manager shall not disburse funds from the operating account for the benefit of a particular owner (including Owner) in excess of that owner's share of the operating account balance.

(f) Prepare annual property budgets to be submitted to the Owner for approval. An approved budget denoting expenses for property will be considered approved expenses by owner.

(g) Disburse to the Owner from the operating account, within ten (10) days after the end of each calendar month, the cash balance credited to the Owner in the operating account, less: (1) any amounts agreed to by the Owner as capital reserves, and (2) any known expenditures that will be incurred before the next rent payment date. From time to time during the term of this Agreement, if the cash balance credited to the Owner in the operating account is less than is needed to pay operating expenses for the Property in accordance with this Agreement, the Manager shall notify the Owner in writing of the amount of the shortfall, and the Owner shall make a deposit in that amount within three (3) business days after the notice. Under no circumstances will the Manager be obligated to use or expend its own funds, or the funds of any other property owner deposited in a shared operating account, for the payment of any expenses relating to the Property.

2.3 **Service Contracts.** On behalf of the Owner, the Manager shall, as it deems prudent or appropriate, enter into or renew contracts to provide the following services to the Property: utilities, landscaping, maintenance, security and other services as are usually or customarily furnished in connection with the ownership and operation of similar properties. The Manager may, at its option, enter into service contracts on behalf of the Owner with the Manager or affiliated entities, provided that the fees charged by the Manager or its affiliates are no greater than a third party would charge for similar services. The Manager shall not enter into any service contract providing for monthly payments in excess of $1,000.00 without the prior approval of the Owner, and any service contract entered into by the Manager on behalf of the Owner shall be terminable without penalty on no more than thirty (30) days prior notice. Except as expressly provided in this Agreement, all operating, maintenance and ownership expenses payable to third parties shall be the sole expense of the Owner and shall be paid by the Manager from the operating account.

2.4 **Compliance with Governmental Orders.** The Manager shall not be responsible for the compliance of the Property or its equipment with the requirements of any building codes, or other laws, orders, ordinances or regulations (including but not limited to environmental regulations) affecting the Property and promulgated by any federal, state or municipal authority ("Applicable Laws"). However, the Manager shall: (a) give the Owner prompt notice of any violation of Applicable Laws, or any notice of alleged violation of Applicable Laws, which it receives or of which it becomes aware, and (b) at the Owner's written direction, take actions necessary to comply, at the Owner's expense, with any Applicable Laws. This Section 2.5 shall not be deemed to impose upon the Manager any obligation to inspect the Property to determine its compliance with Applicable Laws. The Owner represents to the Manager that, to the best of its knowledge, the Property, the equipment on the Property, and the operations of

the Owner and other occupants of the Property comply with Applicable Laws. The Owner specifically authorizes the Manager to disclose the ownership of the Property to appropriate government officials.

## ARTICLE III
## COMPENSATION OF THE MANAGER

The Owner shall pay the Manager the following compensation for the performance of its services under this Agreement:

3.1 **Fees and Commissions.** As compensation for rendering the services described in Article II, the Owner shall pay the Manager fees in accordance with the Fee Schedule attached hereto as Exhibit A, which fees will be payable in the following manner:

(a) Property management fees shall be based on the "Gross Receipts" from the Property, shall be deemed earned as those amounts are received by the Manager, and shall be deducted from Gross Receipts prior to the monthly transfer of funds to the Owner. However, a minimum of $1,250.00 is due for management fees should the Gross Receipts percentage fall below $1,250.00.

(b) A one-time onboarding fee equal to one (1) month management fee will be charged in addition to the monthly management fee the first month of management for the initial property set-up.

(c) All other amounts (including, without limitation, reimbursements) shall be paid within thirty (30) days after receipt from the Manager of an invoice properly itemizing such amounts.

(d) The Manager shall have the right of offset against the operating account for any amounts owed to it by the Owner under the terms of this Agreement.

3.2 **Expenses.** All expenses incurred by the Manager in the performance of its duties under this Agreement, other than the cost of wages, salaries and benefits (including withholding taxes and workers' compensation premiums) for employees of the Manager, and the insurance premiums for the policies described in Section 5.2, will be reimbursed by the Owner in accordance with this Section 3.2. Except to the extent provided in Sections 2.3 and 2.4, operating expenses incurred by the Manager for which reimbursement is sought from the Owner shall be approved by the Owner in writing in advance.

3.3 **Definition of Gross Receipts.** For purposes of this Agreement, the term "Gross Receipts" shall mean all amounts actually collected by the Manager as rents or other charges for the use or occupancy of the Property, including, without limitation, (1) base and minimum rents, (2) percentage rents based on tenant's sales, (3) fees paid in connection with the modification or early termination of a lease, (4) payments made in connection with the rejection of a lease in bankruptcy, (5) parking revenues, furniture rental, receipts from vending machines, and other miscellaneous receipts from the Property, and (6) any proceeds of rent interruption insurance received by the Owner. The term "Gross Receipts" shall not include other insurance or condemnation proceeds, security or utility deposits (unless and until applied against rent), amounts reimbursed by tenants for upfitting work performed by the Owner, or any proceeds from the sale or refinancing of the Property, or any operating expense reimbursements from Tenants including but not limited to real property taxes, property insurance or usual and customary operating costs.

## ARTICLE IV
## TERM, RENEWALS AND TERMINATION

4.1 **Initial Term; Automatic Renewal.** This Agreement shall become effective upon the complete execution of this Agreement by both parties (the "Effective Date"), and unless terminated earlier as provided in this Article IV, shall continue in effect for an initial term of one (1) year. At the end of the initial term, this Agreement shall automatically renew for successive periods of one (1) year each unless either party notifies the other party in writing, at least thirty (30) days prior to the expiration of the initial term or any renewal period, as applicable, that it does not desire to renew this Agreement.

4.2 **Termination without Cause.** At any time following the initial term of this Agreement, either party may terminate this Agreement without cause by delivery of at least thirty (30) days' prior written notice of termination to the other party. In addition, this Agreement shall terminate automatically upon the sale of the Property to a third party unaffiliated with the Owner, provided that all fees incurred to date under this Agreement are paid to the Manager.

4.3 **Termination for Cause.** The Owner shall have the right to terminate this Agreement at any time for cause if the Owner has given written notice to the Manager of its intention to terminate this Agreement for a material breach by the Manager of this Agreement and the Manager fails to cure said breach within fifteen (15) days after notice or, if the breach cannot reasonably be cured within said 15-day period, the Manager fails to act diligently to cure such breach within a reasonable period of time. The Manager shall have the right to terminate this Agreement at any time for cause if the Manager has given written notice to the Owner of its intention to terminate this Agreement for a material breach by the Owner of this Agreement and the Owner fails to cure said breach within fifteen (15) days after notice or, if the breach cannot reasonably be cured within said 15-day period, the Owner fails to act diligently to cure such breach within a reasonable period of time. Any such termination for cause shall be effective after expiration of the applicable cure period.

4.4 **Procedures on Expiration or Termination.** Upon the expiration or earlier termination of this Agreement, the Manager shall:

(a) Deliver to the Owner, or such other person or persons designated by the Owner, (1) all books and records compiled or obtained by the Manager in connection with the performance of its duties under this Agreement, (2) any keys, access cards, parking passes and similar items relating to the Property, and (3) all leases, service contracts, unpaid invoices and other papers and documents relating to the Property. The Owner shall be responsible for the payment of any previously approved but unpaid invoices.

(b) Assign, transfer or convey to the Owner, or such other person or persons designated by the Owner, the Manager's rights pursuant to any agreements entered into by the Manager in the performance of its duties to the Owner hereunder.

(c) Deliver to the Owner a final accounting, reflecting the balance of income and expense of the Property, as of the date of termination, such accounting to be delivered within thirty (30) days after the effective date of termination.

(d) Transfer to the Owner the balance of any security deposits or utility deposits held by the Manager with respect to the Property, and disburse to the Owner the balance in the operating account relating to the Property; provided, however, that the Manager shall have the right to set off against such amounts any compensation or fees due the Manager under Article III of this Agreement, and any damages or expenses suffered by the Manager as a result of the negligence or intentional misconduct of the Owner, or the breach by the Owner of its obligations under this Agreement.

## ARTICLE V
## GENERAL PROVISIONS

5.1 **Indemnification.** The Owner shall indemnify, protect, and defend and hold the Manager and its members, officers, employees and agents harmless from all claims, loss, damage, liability, expense and costs, including actual attorney's fees (hereinafter referred to collectively as "claims"), arising from: (a) the Owner's violation of any legal requirement applicable to the Property, (b) the condition or operation of the Property, including but not limited to the failure of the Property to comply with Applicable Laws, or (c) the Manager's performance of its obligations under this Agreement or performance of any collateral duties undertaken at the express or implied direction of the Owner in connection with this Agreement; provided, however, that the Owner's duty of indemnity under this Section 5.1 shall not extend to claims caused solely by any such indemnified person's negligence or willful misconduct.

The Manager shall indemnify, protect, defend and hold the Owner and its partners, directors, officers, employees and agents harmless from all claims arising from the Manager's failure to comply with the terms and provisions of this Agreement, including without limitation the following: (a) the failure of the Manager to maintain all licenses required by the North Carolina Real Estate Commission, (b) any representation or warranty made by the Manager to a tenant in violation of the terms of this Agreement, (c) the claims of any third party broker making a claim through the Manager for commissions or other sums arising from the lease of any portion of the Property, and (d) any bodily injury, death or property damage arising out of or related to the Manager's entry onto the Property; provided, however, that the Manager's duty of indemnity under this Section 5.1 shall not extend to claims caused solely by any such indemnified person's negligence or willful misconduct.

5.2 **Insurance.** During the term of this Agreement, the parties shall obtain and maintain in force the following policies of insurance:

(a) The Owner shall, at its expense, maintain in force: (1) a policy of commercial general liability insurance, naming the Manager as an additional insured, with minimum limits of $1,000,000.00 per occurrence and in the aggregate, and (2) a policy of property insurance covering the improvements on the Property and the contents thereof, in such amounts, and covering such risks, as the Owner may elect in its discretion.

(b) The Manager shall, at its expense, maintain in force: (1) a policy of commercial general liability insurance, with minimum limits of $1,000,000.00 per occurrence and in the aggregate, (2) a policy of workers compensation insurance complying with North Carolina statutory requirements, (3) a policy of employer's liability insurance with minimum limits of $100,000.00 per occurrence, and (4) a policy of employee theft and dishonesty insurance covering the Manager and all employees of the Manager who may handle or have access to the money or property of the Owner, in an amount not less than twice the monthly amounts potentially receivable by the Manager with respect to the Property.

All policies and insurance required under Section 5.2 shall be obtained from reputable insurance companies licensed to do business in the State of North Carolina. Each party shall deliver to the other party, prior to the Effective Date, and thereafter at least thirty (30) days prior to the expiration of any such policy, certificates of insurance evidencing the required insurance coverages under this Section 5.2, which certificates shall provide that the certificate holder will be furnished at least thirty (30) days' prior written notice of any cancellation, non-renewal, or material change in coverage.

5.3 **Assignment.** Neither party shall sell, assign, delegate, transfer, convey or encumber its rights or duties under this Agreement, or permit such transfer to occur by operation of law, without the prior written consent of the other party. Notwithstanding the foregoing, if the Owner conveys the Property to an entity controlled by the Owner or the principals of the Owner, and if that entity agrees to assume all of the obligations of the Owner under this Agreement, then the Owner may assign this Agreement to that party without obtaining the prior written consent of the Manager.

5.4 **Amendment.** This Agreement shall not be amended or modified in any respect except with the written consent of both parties.

5.5 **Entire Agreement.** This Agreement is a personal services contract and constitutes the entire agreement between the Owner and the Manager relating to the leasing, management and operation of the Property. No prior agreement or understanding pertaining to the same shall be valid or of any force or effect.

5.6 **Governing Jurisdiction.** This Agreement shall be governed by and construed under the laws of the State of North Carolina.

5.7 **Mediation.** If a dispute arises out of or relates to this Agreement, and the parties are unable to settle the dispute through negotiation, the parties agree first to try in good faith to settle the dispute through mediation administered by To Be Determined, before resorting to arbitration, litigation, or other dispute resolution procedure.

5.8 **Arbitration.** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Rules of the American Arbitration Association by a panel of three neutral arbitrators in Charlotte, North Carolina, and judgment upon the award of the arbitrators may be entered in any court having jurisdiction.

The panel shall have the authority to order pre-hearing exchanges of information, including and without limitation, production of requested documents, exchange of summaries of testimony or prospective witnesses, and depositions as may be necessary. The panel shall have the authority to assess the administrative fees and expenses of the AAA and the compensation and expenses of the arbitrators, as well as to assess attorneys' fees, as provided in Section 5.9 below. The panel shall not have the authority to order specific performance or punitive damages. The panel's award shall be based on and accompanied by written findings of fact.

5.9 **Attorney Fees.** If at any time after the Effective Date, either party institutes any action or proceeding against the other relating to the provisions of this Agreement or any default hereunder, the non-prevailing party in such action or proceeding shall reimburse the prevailing party for the reasonable expenses of attorney fees, costs or disbursements incurred on any appeal from such action or proceeding. Subject to the provisions of local law, the prevailing party shall recover all such fees, costs or disbursements as costs taxable by the court or arbiter in the action or proceeding itself without the necessity for a cross-action by the prevailing party.

5.10 **Notices.** Any notice required to be given under this Agreement by either party to the other shall be served by personal delivery to any officer of the party served or sent by certified mail, postage prepaid, return receipt requested, addressed as follows:

If to the Manager: MECA Commercial Real Estate
2216 Monument Street
Charlotte, North Carolina 28208
Attention: Katherine Pressley, CPM

If to the Owner: City of Mount Holly
400 E. Central Avenue
Mount Holly, North Carolina 28120
Attention: Jonathan Blanton

or to such other addresses as may be from time to time designated in a notice given as provided above. Any notice given as provided above shall be deemed to have been given or served on the date on which such notice is received, or on which receipt is refused.

**IN WITNESS WHEREOF,** the parties have executed this Agreement under seal as of the day and year set forth above.

**OWNER:**

**City of Mount Holly**

By: ______________________________

Name: ______________________________

Title: ______________________________

**MANAGER:**

**MECA Commercial Real Estate**

By: ______________________________

Name: ______________________________

Title: ______________________________



MECA
COMMERCIAL REAL ESTATE

**EXHIBIT A**
**FEE SCHEDULE**

| | Service | Fee |
|---|---|---|
| 1. | Management | For Property Management services a fee equal to 5% of "Gross Receipts" (as defined in Section 3.3) or $1,250.00 Minimum, will be charged monthly and paid from the Operating Account as and when Gross Receipts are received.<br><br>An onboarding fee equal to one month's Management Fee will be charged in the second month. |
| 2. | Supervisory Fees | A 10% supervisory fee will be added to the cost of all general maintenance and repairs to the Property.<br><br>A 5% supervisory fee will be added to the cost of all capital improvements to the Property including, but not limited to, construction, modernization, rehabilitation and fire restoration in capital projects that are equal to or greater than $10,000. |



MECA
COMMERCIAL REAL ESTATE

EXHIBIT B
PROPERTY ADDRESSES

| Address | Parcel ID |
|---|---|
| 120 E. Central Ave. | - 123822 |
| 122 E. Central Ave. | - 123822 |
| 124 E. Central Ave. | - 123822 |
| 126 E. Central Ave. | - 123822 |
| 128 E. Central Ave. | - 123821 |
| 130 E. Central Ave. | |
| 132 E. Central Ave. | - 123826 |
| 134 E. Central Ave. | |
| 136 E. Central Ave. | |
| 138 E. Central Ave. | - 123827 |
| 140 E. Central Ave. | - 123828, 123829 |
| 200 Municipal Lane | - 123824, 123820 |

# Regular Meeting
# Agenda Action Form

| Meeting Date | From |
|---|---|
| April 28, 2025 | Greg Beal, Planning Director<br>Planning |

**OLD BUSINESS Item # 2**

Discussion and Approval of Process for Planning Commission Appointments

**Will this require a public hearing?**

No

**Background/Purpose of Request**

At the March 28th Council Work Session, staff presented a process that has been followed for the selection of Planning Commission appointments, due to vacancies on this nine-seat board. As you know, the Planning Commission differs from the other commissions and committees from the City, in that it is required by NC General Statutes as a land-use recommendation board. Other committees and commissions are not required under State law. Also, five members of the Planning Commission serve on the Board of Adjustment, with the four remaining members serving as alternates in case of absences. The Board of Adjustment presides over evidentiary hearings, such as special use permits, appeals and variances, with several of these taking place annually. Staff currently has six applications in-hand from interested citizens, as membership is reserved for those living within the city limits of Mount Holly; as of April 16th, three people have confirmed interest in serving.

For the past 10 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. The City has also developed an application form for interested citizens to complete. As noted during the March 28th presentation, and having been a part of several vacancy-filling processes over nearly 24 years, I can attest that at times, there are not a lot of citizens interested in serving. Furthermore, Planning staff have gone several months without any interest whatsoever. However, at other times, we have received a lot of interest, upwards of a dozen or more applications. still yet, other times, we have had a chosen person serve, only to give up the position at a later time, due to the commitment requirements.

The process should be formalized in the adopted Rules and Procedures for the Planning Commission, something that staff has worked on strengthening in recent years with the City Attorney and the Planning Commission, itself. The process is described as follows: Once the applications are received, by the pre-determined cut-off date, Planning staff schedules interviews with the applicants before the Planning Commission at a regularly scheduled public meeting (first Monday of the month). Similar to interviewing for an employee position at the City, in which we can easily receive 30-40 job applications, 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. Applicants are notified well-in-advance of the interview and meeting. At times, some have decided to drop out of the process at this point. Interviews are conducted before the Planning Commission on an individual basis. 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?" Each applicant leaves after his/her respective interview, and the board discusses candidates in an open meeting. At that point, one can submit a nomination in the form of a motion and second with a vote from the entire Planning Commission, but we would follow Roberts Rules of Order, as suggested by City Council. That selected person then moves on as a recommended candidate to fill the position; at the next City Council meeting, this recommendation is placed on the consent agenda. However, Council has the authority to pull the item from the consent agenda, if there are any concerns. At Council's suggestion from the work session discussion, staff would eliminate the ballot format, if no nominations are received by the Planning Commission members. Again, this process has served the Planning Commission well for at least 10 years.

## Fiscal Impact

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

## Manager/Staff Recommendation

Staff recommends approval of the process for appointments to the Planning Commission to be added to their official Rules and Procedures.

## Attachments

None