September 13, 2021
Council Meeting

Mayor Bryan Hough
Mayor Pro-Tem Lauren Shoemaker
Councilwoman Phyllis Harris
Councilman Charles McCorkle
Councilman Jeff Meadows
Councilman David Moore
Councilwoman Christina Pawlish
Marie Anders, City Attorney
Miles Braswell, City Manager

CITY OF MOUNT HOLLY
MOUNT HOLLY CITY COUNCIL MEETING AGENDA

September 13, 2021
7:00 P.M.

CALL TO ORDER BY THE MAYOR

INVOCATION
Dr. Kendell Cameron, Pastor of Mount Holly First Baptist Church

PLEDGE OF ALLEGIANCE

SET THE AGENDA

CONSENT AGENDA

1. Approval of Budget Amendment
   - Police/Appropriate Funds for the MHPD Memorial Plaza Sculptures
2. Approval of Liens for Weeds and Grass
   - 325 Highland Street
   - 331 North River Street
   - Lot tax parcel #123454
   - Lot tax parcel #123456
3. Approval of a Resolution Directing the City Attorney's Office to Pursue Foreclosure Actions for Nuisance Abatement Collections
4. Appointment of Alberto Gonzalez to the Planning Commission.
5. Approval of a Bid Waiver for a 900 ECO Combination Truck—Utilities
6. Approval of Fire House Subs Grant Application Process
7. Approval of a Bid Waiver for a Refuse Collection Truck—Streets and Solid Waste
8. Approval of a Resolution Declaring Surplus Property
9. Call for public hearing, regarding a request by Lehigh Holdings LLC, for a rezoning of 7.88-acre tracts of land at 300 Woodlawn Avenue, Tax Parcel #123116, 402 Meller Street, Tax Parcel #123107, and Tax Parcel #123118 from Light Industrial (L-1) to Conditional District Mixed Use.
10. Approval of Minutes of the August 23, 2021 Council Work Session Meeting

PRESENTATIONS

PUBLIC HEARING

1. Public hearing, regarding a request by Penler LLC, for a rezoning of 32.389-acre tracts of land at 55 Caldwell Drive, Tax Parcel ID 226178, ID 226181, and ID 226182 from B-3 General Business to Conditional District, comprising 315 apartment units including amenities for those units and a commercial restaurant — Brian DuPont

PUBLIC COMMENT – Three (3) Minute Limit

OLD BUSINESS

NEW BUSINESS

1. Consideration and Approval of Revisions to the Sewer Use Ordinance *Doug Shoutd*
2. Consideration and Approval of Revisions to the Fats, Oils and Greases Ordinance *Doug Shoutd*
3. Discussion of the 2022 Special Events *Miles Braswell and Phyllis Harris*

CLOSED SESSION

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

ADJOURN

CONSENT AGENDA

City of Mount Holly
Action Agenda Item

To: City Council **From:** Chief Roper	**Date09-02-21** **Meeting Date:** **09-13-21**

Agenda Item to be considered: Budget amendment for MHPD Memorial Plaza bronze statues

Will this require a public hearing? ☐ **YES** ☒ **NO**

Background/Purpose of Request: A contract has been developed to engage Carolina Bronze Sculpture to produce the bronze statues for the MHPD Memorial Plaza. A budget amendment in the amount of $281,775.00 is needed for this contract.

Fiscal Impact:

Will Item affect current budget	YES	NO	☐ N/A
Reviewed by Finance Director	X YES	NO	☐ N/A
Preaudit Certification required	☐ YES	NO	☐ N/A
Capital Project Ordinance required	☐ YES	NO	☐ N/A
Budget Transfer required	X YES	☐ NO	☐ N/A
Total City Dollars:	*$281,775.00*		
Budget Code			
Reviewed by City Attorney	☐ YES	☐ NO	X N/A

Manager/Staff Recommendation: *Approve the budget amendment.*

Result of City Council Decision:

Attachments:

1. Budget ammendment

CITY OF MOUNT HOLLY
FY 21-22 Budget Amendment

Account Number	Description	Account Debit	Account Credit
10-10-4310-551	Special Projects	$271,775.00	
10-10-3991-000	Appropriated Fund Balance		$ 271,775.00
10-10-3991-000	Appropriated Fund Balance		$10,000.00
10-10-4310-551	Special Projects	$10,000.00	
	TOTAL	$281,775.00	$ 281,775.00

Date Submitted: 08-Sep-21

Finance Officer: ____________________

City Manager: ____________________

Department Comments:

Amendment to allocate Fund Balance for the MHPD Memorial Plaza

Unassigned Fund Balance after Budget Amendment Approval: 4,206,820

% of Budget after Budget Amendment Approval: 28.762321 %

City of Mount Holly
Action Agenda Item

To:	City Council	**Date:**	9-8-2021
From:	Brandon Livingston	**Meeting Date:**	9-13-2021

Agenda Item to be considered: *Request for adoption of four liens for clearing of grass and weeds.*

Will this require a public hearing? ☐ **YES** ☒ **NO**

Background/Purpose of Request: Staff is wishing that council adopt liens to be placed on 325 Highland Street, Gaston County Parcel ID: 207295, 331 North River Street, Gaston County Parcel ID: 123450, Gaston County Parcel ID: 123454, and Gaston County Parcel ID: 123456, for the clearing of grass and weeds in violation of the City's nuisance ordinance under Section 8-9 of the City Code.

Fiscal Impact:			
Will Item affect current budget	☐ YES	☐ NO	☒ N/A
Reviewed by Finance Director	☐ YES	☐ NO	☒ N/A
Preaudit Certification required	☐ YES	☐ NO	☒ N/A
Capital Project Ordinance required	☐ YES	☐ NO	☒ N/A
Budget Transfer required	☐ YES	☐ NO	☒ N/A
Total City Dollars:	*$*		
Budget Code			
Reviewed by City Attorney	☒ YES	☐ NO	☐ N/A

Manager/Staff Recommendation:

Adopt one lien for 325 Highland Street in the amount of $475.00

Adopt one lien for 331 North River Street in the amount of $475.00

Adopt one lien for Gaston County Parcel ID: 123454 in the amount of $475.00

Adopt one lien for Gaston County Parcel ID: 123456 in the amount of $475.00

Result of City Council Decision:

Attachments:

1. **Copy of ordinance to place lien on 325 Highland Street**
2. **Copy of ordinance to place lien on 331 North River Street**
3. **Copy of ordinance to place lien on Gaston County Parcel ID: 123454**
4. **Copy of ordinance to place lien on Gaston County Parcel ID: 123456**

AN ORDINANCE BY THE CITY OF MOUNT HOLLY
ESTABLISHING A LIEN ON CERTAIN REAL PROPERTY
FOR CLEARING OF GRASS & WEEDS

Drawn by & Return:
City of Mt. Holly, P.O. Box 406, Mt. Holly, NC 28120

WHEREAS, certain abatement of public nuisance proceedings have been initiated by the City of Mount Holly pertaining to a certain lot or parcel located in the City of Mount Holly, North Carolina, and identified as Tax Parcel ID# 123456, said parcel being owned by Maggie L Reid Heirs.; and,

WHEREAS, notice of violation was made known to the above-mentioned owner as required by Section 8-9 through 8-14 of the Ordinances of the City of Mount Holly, North Carolina, and the owner has failed to abate the nuisance and the administrator has caused the property to be cleared of the nuisance; and,

WHEREAS, that the actual cost of abated the nuisance has not been paid within 30 days after receipt of the statement of the charges from the City.

NOW, THEREFORE, BE IT RESOLVED, that this Ordinance shall be recorded in the Office of the Register of Deeds for Gaston County, North Carolina, and indexed in the name of the property owner as provided in N.C.G.S. 160A-175(e) and 160A-365, as a lien against the above-described property in favor of the City of Mount Holly for the cost of abating the nuisance, as follows:

Actual cost of clearing	$ 125.00
Administrative cost	$ 350.00
Total Lien Due	$ 475.00

Adopted by the City Council of the city of Mount Holly upon motion duly made, seconded and carried at a properly held meeting on ______ day of ________________, 2021.

CITY OF MOUNT HOLLY

By: ____________________________
Mayor

Attest:

____
City Clerk

AN ORDINANCE BY THE CITY OF MOUNT HOLLY
ESTABLISHING A LIEN ON CERTAIN REAL PROPERTY
FOR CLEARING OF GRASS & WEEDS

Drawn by & Return:
City of Mt. Holly, P.O. Box 406, Mt. Holly, NC 28120

WHEREAS, certain abatement of public nuisance proceedings have been initiated by the City of Mount Holly pertaining to a certain lot or parcel located in the City of Mount Holly, North Carolina, and identified as Tax Parcel ID# 123454, said parcel being owned by Maggie L Reid Heirs.; and,

WHEREAS, notice of violation was made known to the above-mentioned owner as required by Section 8-9 through 8-14 of the Ordinances of the City of Mount Holly, North Carolina, and the owner has failed to abate the nuisance and the administrator has caused the property to be cleared of the nuisance; and,

WHEREAS, that the actual cost of abated the nuisance has not been paid within 30 days after receipt of the statement of the charges from the City.

NOW, THEREFORE, BE IT RESOLVED, that this Ordinance shall be recorded in the Office of the Register of Deeds for Gaston County, North Carolina, and indexed in the name of the property owner as provided in N.C.G.S. 160A-175(e) and 160A-365, as a lien against the above-described property in favor of the City of Mount Holly for the cost of abating the nuisance, as follows:

Actual cost of clearing	\$ 125.00
Administrative cost	\$ 350.00
Total Lien Due	\$ 475.00

Adopted by the City Council of the city of Mount Holly upon motion duly made, seconded and carried at a properly held meeting on ______ day of ________________, 2021.

CITY OF MOUNT HOLLY

By: ___________________________
Mayor

Attest:

____
City Clerk

AN ORDINANCE BY THE CITY OF MOUNT HOLLY ESTABLISHING A LIEN ON CERTAIN REAL PROPERTY FOR CLEARING OF GRASS & WEEDS

Drawn by & Return:
City of Mt. Holly, P.O. Box 406, Mt. Holly, NC 28120

WHEREAS, certain abatement of public nuisance proceedings have been initiated by the City of Mount Holly pertaining to a certain lot or parcel located in the City of Mount Holly, North Carolina, and identified as Tax Parcel ID# 123450, 331 North River Street, said parcel being owned by Maggie L Reid Heirs.; and,

WHEREAS, notice of violation was made known to the above-mentioned owner as required by Section 8-9 through 8-14 of the Ordinances of the City of Mount Holly, North Carolina, and the owner has failed to abate the nuisance and the administrator has caused the property to be cleared of the nuisance; and,

WHEREAS, that the actual cost of abated the nuisance has not been paid within 30 days after receipt of the statement of the charges from the City.

NOW, THEREFORE, BE IT RESOLVED, that this Ordinance shall be recorded in the Office of the Register of Deeds for Gaston County, North Carolina, and indexed in the name of the property owner as provided in N.C.G.S. 160A-175(e) and 160A-365, as a lien against the above-described property in favor of the City of Mount Holly for the cost of abating the nuisance, as follows:

Actual cost of clearing	$ 125.00
Administrative cost	$ 350.00
Total Lien Due	$ 475.00

Adopted by the City Council of the city of Mount Holly upon motion duly made, seconded and carried at a properly held meeting on ______ day of ________________, 2021.

CITY OF MOUNT HOLLY

By: ___________________________
Mayor

Attest:

____
City Clerk

AN ORDINANCE BY THE CITY OF MOUNT HOLLY
ESTABLISHING A LIEN ON CERTAIN REAL PROPERTY
FOR CLEARING OF GRASS & WEEDS

Drawn by & Return:
City of Mt. Holly, P.O. Box 406, Mt. Holly, NC 28120

WHEREAS, certain abatement of public nuisance proceedings have been initiated by the City of Mount Holly pertaining to a certain lot or parcel located in the City of Mount Holly, North Carolina, and identified as Tax Parcel ID# 207295, 325 Highland Street, said parcel being owned by Maggie L Reid Heirs.; and,

WHEREAS, notice of violation was made known to the above-mentioned owner as required by Section 8-9 through 8-14 of the Ordinances of the City of Mount Holly, North Carolina, and the owner has failed to abate the nuisance and the administrator has caused the property to be cleared of the nuisance; and,

WHEREAS, that the actual cost of abated the nuisance has not been paid within 30 days after receipt of the statement of the charges from the City.

NOW, THEREFORE, BE IT RESOLVED, that this Ordinance shall be recorded in the Office of the Register of Deeds for Gaston County, North Carolina, and indexed in the name of the property owner as provided in N.C.G.S. 160A-175(e) and 160A-365, as a lien against the above-described property in favor of the City of Mount Holly for the cost of abating the nuisance, as follows:

Actual cost of clearing	$ 125.00
Administrative cost	$ 350.00
Total Lien Due	$ 475.00

Adopted by the City Council of the city of Mount Holly upon motion duly made, seconded and carried at a properly held meeting on ______ day of ________________, 2021.

CITY OF MOUNT HOLLY

By: ___________________________
Mayor

Attest:

____
City Clerk

City of Mount Holly
Action Agenda Item

To: City Council	**Date:** 9-7-21
From: Brian DuPont	**Meeting Date:** 9-13-21

Agenda Item to be considered: Resolution Directing the City Attorney's Office to Pursue Foreclosure Actions for Nuisance Abatement Collections

Will this require a public hearing? ☐ YES ☒ NO

Background/Purpose of Request : At the August 23, 2021 worksession a Lien Foreclosure Process was adopted. At that meeting, staff stated that certain properties would be brought forward in September. The following properties are recommended for foreclosure process at this time:

Address	Parcel ID No.	Lien Amount	Property Taxes Owed since…
102 Maple Drive	124386	$8,510	2010
209 Howard Street	184261	$11,740	2019
103 Webb Street	124316	$5,045	2014
106 Price Street	182191	$7,480	2009
225 Forney Avenue	183807	$7,050	current
117 Tuckaseege Road	124562	$6,825	current

Adoption of the Resolution directing the City Attorney to pursue foreclosure action for these properties must be adopted to move forward.

Fiscal Impact:

Will Item affect current budget	☐ YES	☐ NO	☒ N/A
Reviewed by Finance Director	☐ YES	☐ NO	☒ N/A
Preaudit Certification required	☐ YES	☐ NO	☒ N/A
Capital Project Ordinance required	☐ YES	☐ NO	☒ N/A
Budget Transfer required	☐ YES	☐ NO	☒ N/A
Total City Dollars:	***$***		
Budget Code			
Reviewed by City Attorney	☒ YES	☐ NO	☐ N/A

Manager/Staff Recommendation: Recommend adoption of Resolution.

Result of City Council Decision:

Attachments:

1. **Resolution**

A RESOLUTION DIRECTING THE CITY ATTORNEY'S OFFICE TO PURSUE FORECLOSURE ACTIONS FOR NUISANCE ABATEMENT COLLECTIONS

WHEREAS, the City's Code Enforcement Officer has identified certain owners of tax parcels within the City of Mount Holly that nuisance abatement costs have been recorded as liens for delinquent payment and have proposed to the City Council that legal action in the form of foreclosure proceedings be filed against the owners of those parcels;

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Mount Holly, North Carolina, does hereby authorize and instruct the City Attorney's office to proceed with the foreclosure of the nuisance liens on the following properties, listed by address and parcel ID number:

1. 102 Maple Drive, Parcel ID 124386
2. 209 Howard Street, Parcel ID 184261
3. 103 Webb Street, Parcel ID 124316
4. 106 Price Street, Parcel ID 182191
5. 225 Forney Avenue, Parcel ID 183807
6. 117 Tuckaseege Road, Parcel ID 124562

Adopted this the 13th day of September, 2021.

____
Bryan Hough, Mayor

Attest:

____
Amy Miller, City Clerk

City of Mount Holly
Action Agenda Item

To:	City Council	**Date:**	9-7-21
From:	Brian DuPont	**Meeting Date:**	9-13-21

Agenda Item to be considered: Appointment of Alberto Gonzalez to the Planning Commission

Will this require a public hearing? ☐ **YES** ☒ **NO**

Background/Purpose of Request : On August 24th, the Planning Commission interviewed three applicants.

The group recommended Alberto Gonzalez to take the vacancy position on the Planning Commission. Mr. Gonzalez lives in Mount Holly with his family and is a city planner by training. He currently works in the Planning Department for the City of Charlotte.

Fiscal Impact:			
Will Item affect current budget	☐ YES	☐ NO	☒ N/A
Reviewed by Finance Director	☐ YES	☐ NO	☒ N/A
Preaudit Certification required	☐ YES	☐ NO	☒ N/A
Capital Project Ordinance required	☐ YES	☐ NO	☒ N/A
Budget Transfer required	☐ YES	☐ NO	☒ N/A
Total City Dollars:	***$***		
Budget Code			
Reviewed by City Attorney	☒ YES	☐ NO	☐ N/A

Manager/Staff Recommendation:
The Planning Commission made a recommendation to City Council to appoint Alberto Gonzalez to the Planning Commission/Zoning Board of Adjustment.

Result of City Council Decision:

Attachments:
1.
2.
3.

Predicted **City of Mount Holly**
Action Agenda Item

To: Mayor and City Council **From:** Robert Stewart, Field Services Manager	**Date:** September 1, 2021 **Meeting Date:** September 13, 2021

Agenda Item to be considered:

Bid Waiver – 900 ECO Combination Sewer Jetter/Vacuum Truck

Will this require a public hearing? ☐ **YES** ☒ **NO**

Background/Purpose of Request:

The City of Mount Holly Utilities Department was approved in this budget year to purchase a 900 ECO Combination Sewer Jetter and Vacuum Truck (combo truck). This truck will assist the utilities field staff in hydro excavations, cleaning and maintaining the collection system, debris removal from city owned lift stations, debris removal from stormwater basins. etc.

North Carolina state Law (G.S. 143 – 129 (g)) allows "piggybacking" that waives bidding for previously bid contracts. Following the law, a Bid Waiver advertisement was placed in the Gaston Gazette on August 23, 2021

Jet-Vac Equipment Company, LLC the seller has provided a quote for the specified equipment:

- 2021 Freightliner 114SD Cummins 370HP – Tandem Axle
- 4400 CFM Vacuum with 12 Cubic Yard Waste Container
- 1300 Gallon Water Tank
- Quote: $365,368.20

The Utilities Department was able to have Jet-Vac remove some of the features on this truck to get the price to $365,368 from the $412,884 original price. A total savings of $47,516.

Fiscal Impact:

Will Item affect current budget	☐ YES	☒ NO	☐ N/A
Reviewed by Finance Director	☒ YES	☐ NO	☐ N/A
Preaudit Certification required	☐ YES	☒ NO	☐ N/A
Capital Project Ordinance required	☐ YES	☒ NO	☐ N/A
Budget Transfer required	☐ YES	☒ NO	☐ N/A
Total City Dollars:	$ 365,368.20		
Budget Code			
Reviewed by City Attorney	☐ YES	☒ NO	☐ N/A

Manager/Staff Recommendation: Approval for the City of Mount Holly to purchase the Combination Truck through Jet-Vac Company.

Result of City Council Decision:_____

Attachments:

1. ***Jet-Vac REVISED Quote 6-29-2021***
2. ***North Carolina State Law (G.S. 143-129)***
3. ***Bid Waiver article***

JET-VAC Equipment Company, LLC 5746 Broad Street Sumter, SC 29154

Sumter, SC 803-494-4430
Atlanta, GA 470-867-8535
Oliver Springs, TN 865-304-5909
Orlando, FL 689-244-9515

ESTIMATE

Date	Estimate #
6/28/2021	Q2021-2040

Name / Address
City of Mt. Holly Attn: Accounts Payable PO Box 406 Mt. Holly, NC 28120

PLEASE VERIFY SHIP TO ADDRESS

City of Mt. Holly
ATTN: Robbie Stewart
218 Adraine St
Mount Holly, NC 28120

Phone 704-827-3943 Fax 704-827-8266

With over 404 years of combined experience, we have accumulated field knowledge beyond the books. We know what works, and what doesn't. Not only can we train you on the proper techniques, but also pass along valuable tips to help you. We offer:

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Terms	Due on receipt - EQUIP...	Rep	KPW	FOB Shipping Point	Delivered

Description	Qty	Amount	Total
NCSA Contract: 22-06-0426, Heavy Equipment Effective May 18, 2021 - May 17, 2022 Group: Combination Jet Vacuum Rodding Machine, Truck Mounted Item: 600, Sewer Equipment, 900-ECO 12 Yard (Unit Only) to Include the Following: Vacuum System: 4400 CFM Blower 8" Vacuum Hose system 18" Hg vacuum rating Dual Cyclone Separator Dual Element 10 Micron Final Filter Remote Vacuum Relief Analog Vacuum Display (6) Tube / Tube Rack Boom: Telescoping Boom System Telescoping Reach 17' 2" to 27' 2" Hydraulic Powered Boom 180° Working Radius Boom Joystick Control Debris Tank: 12 Cubic Yard Capacity Exten Steel Construction Debris Level Indicator Hydraulic Dump, 50° Dump Angle (LIFT CYLINDER) Dual Ported Rear Door w/ Knife Valve	1	262,902.09	262,902.09T

Subtotal	
Total	

This Estimate may not include applicable freight charges unless specified

FINANCING AVAILABLE

JET-VAC Equipment Company, LLC
5746 Broad Street
Sumter, SC 29154

Sumter, SC 803-494-4430
Atlanta, GA 470-867-8535
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ESTIMATE

Date	Estimate #
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Terms	Due on receipt - EQUIP...	Rep	KPW	FOB Shipping Point	Delivered

Description	Qty	Amount	Total
Dump Height 60"			
Hydraulic Open/Close/Lock Door			
Water System:			
1300 Gallon Capacity Water Tank			
Giant plunger style triplex			
65 gpm @ 2000 psi w/ 30 min run dry			
Black Duraprolene™ Water Tank Construction w/ 10 Year Warranty			
Cold Weather Recirculation System			
2.5" Hydrant Fill system			
Air Purge Valve			
Variable Volume Delivery			
Low Water Warning Light			
Analog Pressure Display			
Front and Mid Ship Hand Gun Ports			
Electrical:			
NEMA 4 Control Panel			
Hour Meter (Blower & Water Pump)			
Military Spec. Sealed Switches			
Truck:			
Mounting to Approved Chassis			
(1) Alum Toolbox 24"x42"x100" - Behind Cab			
LED D.O.T. Approved Lighting			
Tow Hooks			
Hose Reel & Hose:			
Front Mounted Telescoping & Rotating			
800' X 1" Hose Capacity			

Subtotal	
Total	

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FINANCING AVAILABLE

JET-VAC Equipment Company, LLC 5746 Broad Street Sumter, SC 29154

Sumter, SC 803-494-4430
Atlanta, GA 470-867-8535
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Orlando, FL 689-244-9515

ESTIMATE

Date	Estimate #
6/28/2021	Q2021-2040

Name / Address
City of Mt. Holly Attn: Accounts Payable PO Box 406 Mt. Holly, NC 28120

PLEASE VERIFY SHIP TO ADDRESS			
City of Mt. Holly ATTN: Robbie Stewart 218 Adraine St Mount Holly, NC 28120			
Phone	704-827-3943	Fax	704-827-8266

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Terms	Due on receipt - EQUIP...	Rep	KPW	FOB Shipping Point	Delivered

Description	Qty	Amount	Total
10' Leader Hose			
Single Side Controls			
Accessories:			
(3) 8" x 6' Extension Tube			
(1) 8" X 4' Extension Tube			
(1) 8" x 6' Crowned Suction Nozzle			
(1) 6" x 10' Flat Discharge Hose			
(6) Quick Clamps			
BB Hose Guide			
Tri-Star (chisel point) nozzle			
DD (high flow) nozzle			
Finned Nozzle extension			
Nozzle Rack (Mounted midship toolbox)			
25' Fill Hose			
Upstream Pulley Guide			
Washdown gun			
Cleaner, Tip,Torch,Small			
(1) Hydrant Wrench			
(1) Paper Owner's Manual			
500' x 1" x 2500 psi Sewer Hose			
6% NCSA Discount		-15,774.13	-15,774.13
NCSA Options to include:		19,944.00	19,944.00T
UPGRADE TO 80 GPM @ 2000 PSI			
FOOTAGE METER (mounted on jet hose reel)			
ADDITIONAL 100' x 1" I.D. x 2500 SEWER HOSE			
FILL HOSE STORAGE RACK			

Subtotal	
Total	

This Estimate may not include applicable freight charges unless specified

FINANCING AVAILABLE

JET-VAC Equipment Company, LLC
5746 Broad Street
Sumter, SC 29154

Sumter, SC 803-494-4430
Atlanta, GA 470-867-8535
Oliver Springs, TN 865-304-5909
Orlando, FL 689-244-9515

ESTIMATE

Date	Estimate #
6/28/2021	Q2021-2040

Name / Address
City of Mt. Holly Attn: Accounts Payable PO Box 406 Mt. Holly, NC 28120

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* Tried and True Products that stand the test of time.
* On-site service and repair is available.
* Extensive inventory to fill your needs faster.
* Classes and seminars held throughout the year.

Terms	Due on receipt - EQUIP...	Rep	KPW	FOB Shipping Point	Delivered

Description	Qty	Amount	Total
Rear toolbox group w/ (2) long handle tool storage tubes (includes (2) 24"x18"x18" boxes, (1) 63.75"x17.25"x12" cabinet and (2) 4" tubes)			
(2) 30"x18"x18" passenger side toolboxes with retractable two-step ladder			
ADDITIONAL 18"x18"x30" ALUMINUM TOOLBOX - (1 maximum mounted passenger side rail)			
Manual/Electric Boom Control Valve (Control valves have built-in levers for manual boom control)			
(Located at midship control panel)			
DEBRIS BODY WASH OUT SYSTEM (includes dual nozzles in debris box)			
DECANT SCREEN ON REAR DOOR PORT (swing out perforated shield)			
ENHANCED VISIBILITY CAMERA SYSTEM (includes front and rear mounted camera heads with split screen monitor in cab)			
(4) LED FLUSH MOUNTED STROBES: (2) FRONT & (2) SIDE FACING (factory standard)			
LED ARROW STICK (factory standard)			
LED MANHOLE AREA WORK LIGHT			
LED CURBSIDE BODY MOUNTED WORK LIGHT			
LED BOOM MOUNTED WORK LIGHTS (2) (complete with limb guard)			
(4) RUBBER BUMPERS MOUNTED ON REAR BUMPER - (Recommended for use when dumping into containers)			
SIX (6) 28" D.O.T. SAFETY CONES AND HOLDER			
CENTRAL LUBRICATION SYSTEM			
USB OPERATORS MANUAL			

Subtotal	
Total	

This Estimate may not include applicable freight charges unless specified

FINANCING AVAILABLE

JET-VAC Equipment Company, LLC 5746 Broad Street Sumter, SC 29154

Sumter, SC 803-494-4430
Atlanta, GA 470-867-8535
Oliver Springs, TN 865-304-5909
Orlando, FL 689-244-9515

ESTIMATE

Date	Estimate #
6/28/2021	Q2021-2040

Name / Address
City of Mt. Holly Attn: Accounts Payable PO Box 406 Mt. Holly, NC 28120

PLEASE VERIFY SHIP TO ADDRESS

City of Mt. Holly
ATTN: Robbie Stewart
218 Adraine St
Mount Holly, NC 28120

Phone 704-827-3943 Fax 704-827-8266

With over 404 years of combined experience, we have accumulated field knowledge beyond the books. We know what works, and what doesn't. Not only can we train you on the proper techniques, but also pass along valuable tips to help you. We offer:

* Training and Demonstrations held at our location or yours.
* World-class service and repair from our trained technicians.
* Tried and True Products that stand the test of time.
* On-site service and repair is available.
* Extensive inventory to fill your needs faster.
* Classes and seminars held throughout the year.

Terms	Due on receipt - EQUIP...	Rep	KPW	FOB Shipping Point	Delivered

Description	Qty	Amount	Total
2 ~~1~~ YEAR WARRANTY ON MODULE			
LIFETIME WARRANTY ON WATER TANKS			
6% NCSA Discount on Options		-1,196.64	-1,196.64
Additional Jet-Vac Stock Unit Discount		-11,492.12	-11,492.12
Freightliner 114SD Cummins 370HP - Tandem Axle	1	110,985.00	110,985.00T
NC Vehicle Exempt Sale		0.00%	0.00

2 year warranty upgrade on
Module @ NO CHARGE
KW
6/29/21

Subtotal	$365,368.20
Total	$365,368.20

This Estimate may not include applicable freight charges unless specified

FINANCING AVAILABLE

§ 143-129. Procedure for letting of public contracts.

(a) Bidding Required. – No construction or repair work requiring the estimated expenditure of public money in an amount equal to or more than five hundred thousand dollars ($500,000) or purchase of apparatus, supplies, materials, or equipment requiring an estimated expenditure of public money in an amount equal to or more than ninety thousand dollars ($90,000) may be performed, nor may any contract be awarded therefor, by any board or governing body of the State, or of any institution of the State government, or of any political subdivision of the State, unless the provisions of this section are complied with; provided that The University of North Carolina and its constituent institutions may award contracts for construction or repair work that requires an estimated expenditure of less than five hundred thousand dollars ($500,000) without complying with the provisions of this section.

For purchases of apparatus, supplies, materials, or equipment, the governing body of any political subdivision of the State may, subject to any restriction as to dollar amount, or other conditions that the governing body elects to impose, delegate to the manager, school superintendent, chief purchasing official, or other employee the authority to award contracts, reject bids, or readvertise to receive bids on behalf of the unit. Any person to whom authority is delegated under this subsection shall comply with the requirements of this Article that would otherwise apply to the governing body.

(b) Advertisement and Letting of Contracts. – Where the contract is to be let by a board or governing body of the State government or of a State institution, proposals shall be invited by advertisement in a newspaper having general circulation in the State of North Carolina. Where the contract is to be let by a political subdivision of the State, proposals shall be invited by advertisement in a newspaper having general circulation in the political subdivision or by electronic means, or both. A decision to advertise solely by electronic means, whether for particular contracts or generally for all contracts that are subject to this Article, shall be approved by the governing board of the political subdivision of the State at a regular meeting of the board.

The advertisements for bidders required by this section shall appear at a time where at least seven full days shall lapse between the date on which the notice appears and the date of the opening of bids. The advertisement shall: (i) state the time and place where plans and specifications of proposed work or a complete description of the apparatus, supplies, materials, or equipment may be had; (ii) state the time and place for opening of the proposals; and (iii) reserve to the board or governing body the right to reject any or all proposals.

Proposals may be rejected for any reason determined by the board or governing body to be in the best interest of the unit. However, the proposal shall not be rejected for the purpose of evading the provisions of this Article. No board or governing body of the State or political subdivision thereof may assume responsibility for construction or purchase contracts, or guarantee the payments of labor or materials therefor except under provisions of this Article.

All proposals shall be opened in public and the board or governing body shall award the contract to the lowest responsible bidder or bidders, taking into consideration quality, performance and the time specified in the proposals for the performance of the contract.

In the event the lowest responsible bids are in excess of the funds available for the project or purchase, the responsible board or governing body is authorized to enter into negotiations with the lowest responsible bidder above mentioned, making reasonable changes in the plans and specifications as may be necessary to bring the contract price within the funds available, and may award a contract to such bidder upon recommendation of the Department of Administration in the case of the State government or of a State institution or agency, or upon recommendation of the responsible commission, council or board in the case of a subdivision of the State, if such bidder will agree to perform the work or provide the apparatus, supplies, materials, or equipment at the negotiated price within the funds available therefor. If a contract cannot be let under the above conditions, the board or governing body is authorized to readvertise, as herein provided, after having made such changes in plans and specifications as may be necessary to bring the cost of the project or purchase within the funds available therefor. The procedure above specified may be repeated if necessary in order to secure an acceptable contract within the funds available therefor.

No proposal for construction or repair work may be considered or accepted by said board or governing body unless at the time of its filing the same shall be accompanied by a deposit with said board or governing body of cash, or a cashier's check, or a certified check on some bank or trust company insured by the Federal Deposit Insurance Corporation in an amount equal to not less than five percent (5%) of the proposal. In lieu of making the cash deposit as above provided, such bidder may file a bid bond executed by a corporate surety licensed under the laws of North Carolina to execute such bonds, conditioned that the surety will upon demand forthwith make payment to the obligee upon said bond if the bidder fails to execute the contract in accordance with the bid bond. This deposit shall be retained if the successful bidder fails to execute the contract within 10 days after the award or fails to give satisfactory surety as required herein.

Bids shall be sealed and the opening of an envelope or package with knowledge that it contains a bid or the disclosure or exhibition of the contents of any bid by anyone without the permission of the bidder prior to the time set for opening in the invitation to bid shall constitute a Class 1 misdemeanor.

(c) Contract Execution and Security. – All contracts to which this section applies shall be executed in writing. The board or governing body shall require the person to whom the award of a contract for construction or repair work is made to furnish bond as required by Article 3 of Chapter 44A; or require a deposit of money, certified check or government securities for the full amount of said contract to secure the faithful performance of the terms of said contract and the payment of all sums due for labor and materials in a manner consistent with Article 3 of Chapter 44A; and the contract shall not be altered except by written agreement of the contractor and the board or governing body. The surety bond or deposit required herein shall be deposited with the board or governing body for which the work is to be performed. When a deposit, other than a surety bond, is made with the board or governing body, the board or governing body assumes all the liabilities, obligations and duties of a surety as provided in Article 3 of Chapter 44A to the extent of said deposit.

The owning agency or the Department of Administration, in contracts involving a State agency, and the owning agency or the governing board, in contracts involving a political subdivision of the State, may reject the bonds of any surety company against which there is pending any unsettled claim or complaint made by a State agency or the owning agency or governing board of any political subdivision of the State arising out of any contract under which State funds, in contracts with the State, or funds of political subdivisions of the State, in contracts with such political subdivision, were expended, provided such claim or complaint has been pending more than 180 days.

(d) Use of Unemployment Relief Labor. – Nothing in this section shall operate so as to require any public agency to enter into a contract which will prevent the use of unemployment relief labor paid for in whole or in part by appropriations or funds furnished by the State or federal government.

(e) Exceptions. – The requirements of this Article do not apply to:

(1) The purchase, lease, or other acquisition of any apparatus, supplies, materials, or equipment from: (i) the United States of America or any agency thereof; or (ii) any other government unit or agency thereof within the United States. The Secretary of Administration or the governing board of any political subdivision of the State may designate any officer or employee

of the State or political subdivision to enter a bid or bids in its behalf at any sale of apparatus, supplies, materials, equipment, or other property owned by: (i) the United States of America or any agency thereof; or (ii) any other governmental unit or agency thereof within the United States. The Secretary of Administration or the governing board of any political subdivision of the State may authorize the officer or employee to make any partial or down payment or payment in full that may be required by regulations of the governmental unit or agency disposing of the property.

(2) Cases of special emergency involving the health and safety of the people or their property.

(3) Purchases made through a competitive bidding group purchasing program, which is a formally organized program that offers competitively obtained purchasing services at discount prices to two or more public agencies.

(4) Construction or repair work undertaken during the progress of a construction or repair project initially begun pursuant to this section.

(5) Purchase of gasoline, diesel fuel, alcohol fuel, motor oil, fuel oil, or natural gas. These purchases are subject to G.S. 143-131.

(6) Purchases of apparatus, supplies, materials, or equipment when: (i) performance or price competition for a product are not available; (ii) a needed product is available from only one source of supply; or (iii) standardization or compatibility is the overriding consideration. Notwithstanding any other provision of this section, the governing board of a political subdivision of the State shall approve the purchases listed in the preceding sentence prior to the award of the contract.

In the case of purchases by hospitals, in addition to the other exceptions in this subsection, the provisions of this Article shall not apply when: (i) a particular medical item or prosthetic appliance is needed; (ii) a particular product is ordered by an attending physician for his patients; (iii) additional products are needed to complete an ongoing job or task; (iv) products are purchased for "over-the-counter" resale; (v) a particular product is needed or desired for experimental, developmental, or research work; or (vi) equipment is already installed, connected, and in service under a lease or other agreement and the governing body of the hospital determines that the equipment should be purchased. The governing body of a hospital shall keep a record of all purchases made pursuant to this subdivision. These records are subject to public inspection.

(7) Purchases of information technology through contracts established by the Department of Information Technology as provided in Article 15 of Chapter 143B of the General Statutes.

(8) Guaranteed energy savings contracts, which are governed by Article 3B of Chapter 143 of the General Statutes.

(9) Purchases from contracts established by the State or any agency of the State, if the contractor is willing to extend to a political subdivision of the State the same or more favorable prices, terms, and conditions as established in the State contract.

(9a) Purchases of apparatus, supplies, materials, or equipment from contracts established by the United States of America or any federal agency, if the contractor is willing to extend to a political subdivision of the State the same or more favorable prices, terms, and conditions as established in the federal contract.

(10) Purchase of used apparatus, supplies, materials, or equipment. For purposes of this subdivision, remanufactured, refabricated or demo apparatus, supplies, materials, or equipment are not included in the exception. A demo item is one that is used for demonstration and is sold by the manufacturer or retailer at a discount.

(11) Contracts by a public entity with a construction manager at risk executed pursuant to G.S. 143-128.1.

(12) Repealed by Session Laws 2006-232, s. 2, effective July 1, 2015.

(f) Repealed by Session Laws 2001-328, s. 1, effective August 2, 2001.

(g) Waiver of Bidding for Previously Bid Contracts. – When the governing board of any political subdivision of the State, or the person to whom authority has been delegated under subsection (a) of this section, determines that it is in the best interest of the unit, the requirements of this section may be waived for the purchase of apparatus, supplies, materials, or equipment from any person or entity that has, within the previous 12 months, after having completed a public, formal bid process substantially similar to that required by this Article, contracted to furnish the apparatus, supplies, materials, or equipment to:

(1) The United States of America or any federal agency;

(2) The State of North Carolina or any agency or political subdivision of the State; or

(3) Any other state or any agency or political subdivision of that state, if the person or entity is willing to furnish the items at the same or more favorable prices, terms, and conditions as those provided under the contract with the other unit or agency. Notwithstanding any other provision of this section, any purchase made under this subsection shall be approved by the governing body of the purchasing political subdivision of the State at a regularly scheduled meeting of the governing body no fewer than 10 days after publication of notice that a waiver of the bid procedure will be considered in order to contract with a qualified supplier pursuant to this section. Notice may be published in a newspaper having general circulation in the political subdivision or by electronic means, or both. A decision to publish notice solely by electronic means for a particular contract or for all contracts under this subsection shall be approved by the governing board of the political subdivision. Rules issued by the Secretary of Administration pursuant to G.S. 143-49(6) shall apply with respect to participation in State term contracts.

(h) Transportation Authority Purchases. – Notwithstanding any other provision of this section, any board or governing body of any regional public transportation authority, hereafter referred to as a "RPTA," created pursuant to Article 26 of Chapter 160A of the General Statutes, or a regional transportation authority, hereafter referred to as a "RTA," created pursuant to Article 27 of Chapter 160A of the General Statutes, may approve the entering into of any contract for the purchase, lease, or other acquisition of any apparatus, supplies, materials, or equipment without competitive bidding and without meeting the requirements of subsection (b) of this section if the following procurement by competitive proposal (Request for Proposal) method is followed.

The competitive proposal method of procurement is normally conducted with more than one source submitting an offer or proposal. Either a fixed price or cost reimbursement type contract is awarded. This method of procurement is generally used when conditions are not appropriate for the use of sealed bids. If this procurement method is used, all of the following requirements apply:

(1) Requests for proposals shall be publicized. All evaluation factors shall be identified along with their relative importance.
(2) Proposals shall be solicited from an adequate number of qualified sources.
(3) RPTAs or RTAs shall have a method in place for conducting technical evaluations of proposals received and selecting awardees, with the goal of promoting fairness and competition without requiring strict adherence to specifications or price in determining the most advantageous proposal.
(4) The award may be based upon initial proposals without further discussion or negotiation or, in the discretion of the evaluators, discussions or negotiations may be conducted either with all offerors or with those offerors determined to be within the competitive range, and one or more revised proposals or a best and final offer may be requested of all remaining offerors. The details and deficiencies of an offeror's proposal may not be disclosed to other offerors during any period of negotiation or discussion.
(5) The award shall be made to the responsible firm whose proposal is most advantageous to the RPTA's or the RTA's program with price and other factors considered.

The contents of the proposals shall not be public records until 14 days before the award of the contract.

The board or governing body of the RPTA or the RTA shall, at the regularly scheduled meeting, by formal motion make findings of fact that the procurement by competitive proposal (Request for Proposals) method of procuring the particular apparatus, supplies, materials, or equipment is the most appropriate acquisition method prior to the issuance of the requests for proposals and shall by formal motion certify that the requirements of this subsection have been followed before approving the contract.

Nothing in this subsection subjects a procurement by competitive proposal under this subsection to G.S. 143-49, 143-52, or 143-53.

RPTAs and RTAs may adopt regulations to implement this subsection.

(i) Procedure for Letting of Public Contracts. – The Department of Transportation ("DOT"), The University of North Carolina and its constituent institutions ("UNC"), and the Department of Administration ("DOA") shall monitor all projects in those agencies and institutions that are let without a performance or payment bond to determine the number of defaults on those projects, the cost to complete each defaulted project, and each project's contract price. Beginning March 1, 2011, and annually thereafter, DOT, UNC, and DOA shall report this information to the Joint Legislative Committee on Governmental Operations.

(j) [Use of E-Verify Required. –] No contract subject to this section may be awarded by any board or governing body of the State, institution of State government, or any political subdivision of the State unless the contractor and the contractor's subcontractors comply with the requirements of Article 2 of Chapter 64 of the General Statutes. (1931, c. 338, s. 1; 1933, c. 50; c. 400, s. 1; 1937, c. 355; 1945, c. 144; 1949, c. 257; 1951, c. 1104, ss. 1, 2; 1953, c. 1268; 1955, c. 1049; 1957, c. 269, s. 3; c. 391; c. 862, ss. 1-4; 1959, c. 392, s. 1; c. 910, s. 1; 1961, c. 1226; 1965, c. 841, s. 2; 1967, c. 860; 1971, c. 847; 1973, c. 1194, s. 2; 1975, c. 879, s. 46; 1977, c. 619, ss. 1, 2; 1979, c. 182, s. 1; 1979, 2nd Sess., c. 1081; 1981, c. 346, s. 1; c. 754, s. 1; 1985, c. 145, ss. 1, 2; 1987, c. 590; 1987 (Reg. Sess., 1988), c. 1108, ss. 7, 8; 1989, c. 350; 1993, c. 539, s. 1007; 1994, Ex. Sess., c. 24, s. 14(c); 1995, c. 367, s. 6; 1997-174, ss. 1-4; 1998-185, s. 1; 1998-217, s. 16; 2001-328, s. 1; 2001-487, s. 88; 2001-496, ss. 4, 5; 2005-227, s. 1; 2006-232, s. 2; 2007-94, s. 1; 2007-322, s. 4; 2007-446, s. 6; 2010-148, s. 1.2; 2011-234, s. 1; 2013-418, s. 2(c); 2015-241, s. 7A.4(s).)

Monday, August 23, 2021
Advertisement: Classified – Legal Notice

BID WAIVER

The City of Mount Holly, NC (the City) will consider a waiver of competitive bidding under G.S. 143-129 (g) at its regular meeting on September 13, 2021 for the purchase of a 900 ECO Combination Truck from Jet-Vac Equipment Company, LLC., the seller having agreed to extend to the City the same or a more favorable price and terms set forth in its contract with the North Carolina Sheriffs' Association, entered into on May 18, 2021. For additional information, contact Jonathan Wilson, Deputy Utilities Director at jonathan.wilson@mtholly.us or (704)951-0074 extension 1001.

City of Mount Holly
Action Agenda Item

To:	Mayor and City Council Ryan Baker, Fire Chief	**Date:** **Meeting Date:**	September 8, 2021 September 13, 2021

Agenda Item to be considered:

Approval to submit for Fire House Subs Grant

Will this require a public hearing? ☐ **YES** ☒ **NO**

Background/Purpose of Request:

Following the City's Grant Policy, the Fire Department asks for permission to apply for the Fire House Subs Grant. The submission deadline for this grant is November 10, 2021. We will be applying for the funds to replace four sets of turnout gear in the amount of $13,353.60. The grant is a non-matching grant with no financial obligation from the City.

Fiscal Impact:			
Will Item affect the current budget	☐ YES	☒ NO	☐ N/A
Reviewed by Finance Director	☒ YES	☐ NO	☐ N/A
Preaudit Certification required	☐ YES	☒ NO	☐ N/A
Capital Project Ordinance required	☐ YES	☒ NO	☐ N/A
Budget Transfer required	☐ YES	☒ NO	☐ N/A
Total City Dollars:	0		
Budget Code			
Reviewed by City Attorney	☐ YES	☒ NO	☐ N/A

Manager/Staff Recommendation:

Result of City Council Decision:

Attachments: Copy of the grant information.

Frequently Asked Questions & Tips

Please Apply Early. Please do not contact area restaurants or Firehouse Subs Care Center with grant-related questions.

What does the Firehouse Subs Public Safety Foundation support?

Our Mission is to impact the lifesaving capabilities, and the lives of local heroes and their communities. This is accomplished by providing lifesaving equipment and prevention education tools to first responders and public safety organizations. All requests must fall within our Foundation's funding guidelines which can be found on our website via **firehousesubsfoundation.org/about-us/funding-areas**. See below for information regarding items that are not supported by our grants program.

Are there items that your Foundation does not support?

All requests must fall within our Foundation's funding guidelines which can be found on our website via **firehousesubsfoundation.org/about-us/funding-areas**. Examples of items that are not supported by our board of directors at this time include body cameras, building exhaust removal systems, crash data boxes, dash cams, drones and drone accessories, exercise equipment, goodie bags, guns/firearms/use of force equipment, riot gear, laser pointers (designators), inflatable bounce houses, license plate readers, Narcan, Cardiac Science Powerheart G3 AEDs, Philips FR3 AEDs, Pluggie the fire plug robot, Polar Breeze thermal rehabilitation systems, portable message signs, power load stretchers, radar detectors, recording devices, refurbished equipment, security systems, surveillance equipment, Sparky the Fire Dog robots and costumes, stop sticks, tasers, throw bots, traffic road barriers, TruNar analyzers, t-shirts & polos, etc. Note: Our organization is unable to accept requests for Scott SCBA Model AP50 at this time. All other Scott product requests are acceptable.

Is this grant only available for Fire Departments?

No. Law enforcement, EMS, public safety organizations, non-profits and schools are encouraged to apply for lifesaving equipment.

If my organization has received a grant award from Firehouse Subs Public Safety Foundation in the past, when can we reapply?

We ask that grant recipients wait a minimum of two years from the date of approval before reapplying.

Does the Foundation provide reimbursements for purchased equipment?

Our program DOES NOT provide reimbursements for purchased equipment. If your organization has already purchased the equipment and is requesting reimbursement, please DO NOT apply.

What are the most common reasons a grant application is marked incomplete?

- **Quote is missing the required contact information and/or is not itemized**
- **Financials are outdated and/or do not include both revenues and expenses**
- **Alternate contact information is the same contact information as the main contact information**
- **The name of the organization is missing on the inventory and/or financials**

Can my organization submit multiple grant applications?

No, the Foundation does not accept more than one grant request per organization. The Foundation is unable to make exceptions to this rule.

Is the Firehouse Subs Public Safety Foundation grant a matching grant?

There are no matching funds involved in our organization's grants program.

If my request is more or less than $20,000 will it be denied?

$15,000-$25,000 is a guideline. Requests exceeding $50,000 will not be accepted.

What financial information should we provide?

Financials must show revenue and expenses and must include the name of your organization, city or county. One of the following options must be submitted:

- A recent - within one month - Balance Sheet which consists of Assets and Liabilities
- A recent - within one month - Profit & Loss Statement also called an Income Statement
- A current year annual budget showing projected income and expenses
- A previous year audit or 990

What is needed for the required vendor quote/bid attachment?

You must provide an official vendor quote with the following information for your grant request to be considered. Submitted quotes MUST meet the requirements below, please read carefully:

- Vendor sales representative first and last name must be included on quote
- Vendor email address must be included on quote
- The name & *physical* address of your organization must be included
- The first and last name of a contact person from your organization must be included
- Only one vendor quote can be submitted. Your application will be marked incomplete if more than one quote is submitted
- Quote must be itemized
- Online quotes will not be accepted
- Must be dated within six months of the application deadline
- Must contain only the item(s) pertaining to your grant request
- The total dollar amount and equipment quantities in the vendor quote ***MUST MATCH*** the total that your department is requesting
- Sales tax and freight charges are included, if applicable
- The cost of maintenance plans and extended warranties are not permissible
- Firehouse Subs Public Safety Foundation will not be responsible for restocking fees or costs related to errors within the submitted quote
- Firehouse Subs Public Safety Foundation will not be responsible for additional shipping costs or tax not included in the submitted quote

Note: When requesting a quote/bid from a vendor, we highly recommend sharing our quote requirements with the sales representative and making them aware the quote is for a Firehouse Subs Public Safety Foundation grant application.

What inventory information should I provide?

The inventory documentation must list the name of your organization. Please include a list of apparatus, vehicles and other specialized equipment. The lists we receive vary in length depending on the size and type of organization. (For example, include items such as vehicles, extrication equipment, breathing devices, and personal protective equipment/PPE).

NOTE: Equipment inventory is only required for first responder organizations. If your organization does not have apparatus, vehicles or specialized equipment, please attach a document noting that the organization does not have any applicable inventory.

If my department is located more than 60 miles from a Firehouse Subs restaurant, should I still apply?

Our Foundation mainly focuses its resources in areas served by Firehouse Subs restaurants. We recognize the need of rural and volunteer departments throughout the country, and will consider applications outside of the 60 mile guideline.

When can we expect to find out if our grant has been approved or denied?

ALL applicants will be notified of a decision regarding their application within two months of the close of the grant deadline. Please do not contact restaurants or the Firehouse Subs Care Center with questions regarding your grant.

Does Firehouse Subs Public Safety Foundation fund requests for "use of force"?

As per our guidelines, Firehouse Subs Public Safety Foundation does not accept grant requests for "use of force" items such as guns, tasers, riot gear, firearm simulators, or other use of force items.

Does the Foundation only work with specific equipment vendors?

No, the Firehouse Subs Public Safety Foundation does not endorse any specific equipment vendor or brand. It is up to the grant applicant to submit a quote/bid for the requested equipment which will include the brand and manufacturer. As needed, the Foundation's procurement team will evaluate pricing and reach out to other distributors of the same manufacturer and brand.

Does the Foundation fund requests for refurbished equipment?

No, our organization does not accept grant requests for refurbished or pre-owned equipment.

Does the Foundation fund requests for patent-pending equipment?

No, our organization does not accept grant requests for patent-pending products.

Does the Foundation accept requests for partial funding?

The Foundation does consider requests for partial funding, however, the balance of funds must already be secured and outlined within your grant request. We ask that you include a note about the project and the secured funding as part of your organization's background/history attachment if submitting a request for partial funding.

If approved, what is required by the recipient?

Documentation must be submitted to verify that the grant award was received. More details will be provided if approved.

We are unable to provide any additional assistance due to the volume of applications received daily. For technical questions, please email Foundation@FirehouseSubs.com.

MUNICIPAL EMERGENCY SERVICES

6701-C Northpark Blvd
Charlotte, NC 28216

Quote

Date	09/10/2021
Quote #	QT1505817
Expires	10/10/2021
Sales Rep	Micun, Christopher A
PO #	
Shipping Method	FedEx Ground

Bill To
MOUNT HOLLY FIRE DEPT.
PO BOX 406
Mount Holly NC 28120

Ship To
MOUNT HOLLY FIRE DEPT.
433 KILLIAN AVE.
MOUNT HOLLY NC 28120
United States

Item	Alt. Item #	Units	Description	QTY	Unit Sales Pri...	Amount
HFRP Tail Coat	NCMTHO00010		NCMTHO00010 HFRP Tail Coat LTO62W3TB Tails Coat BLACK	4	1,830.00	7,320.00
Custom HFRP Pro Fit Pant	NCMTHO00011		NCMTHO00011 Custom HFRP Pro Fit Pant MPL62W3PB ProFit Pant BLACK. With Harness Connections.	4	1,290.00	5,160.00

Subtotal	12,480.00
Shipping Cost (FedEx Ground)	0.00
Tax Total	873.60
Total	$13,353.60

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.

QT1505817

City of Mount Holly
Action Agenda Item

To: Mayor and City Council	**Date: 8/13/21**
From: Tony Walker, Director of Streets	**Meeting Date:** 9/13/21

Agenda Item to be considered: Bid Waiver/ Refuse Collection Truck

Will this require a public hearing? **YES** **x ☐ NO**

Background/Purpose of Request :

Beginning July 1, 2021 the City's Streets and Solid Waste Department was approved to purchase a refuse truck for garbage service part of 2021-2022 Capital Improvement Project (CIP).

North Carolina State Law (G.S. 143-129 (g) allows "piggybacking" that waives bidding for previously bid contracts. Following the law, a Bid Waiver advertisement was placed in the Gaston Gazette on August 18, 2021.

Carolina Environmental Systems, INC, the local Heil dealer through Environmental Solutions Group (ESG) has provided a quote for the specified equipment listed below:

Heil Body: Model DP Python-28-FE
Mack chassis: 2021/22 Cab over low entry, dual drive
Mack 325 HP engine with engine brake
Allison model 4500 RDS transmission
Quote: $329,978.00

Fiscal Impact:

Will Item affect current budget	☐ YES	☒ NO	☐ N/A
Reviewed by Finance Director	☒ YES	☐ NO	☐ N/A
Preaudit Certification required	☒ YES	☐ NO	☐ N/A
Capital Project Ordinance required	☐ YES	☒ NO	☐ N/A
Budget Transfer required	☐ YES	☒ NO	☐ N/A
Total City Dollars:	***$***		
Budget Code	10-30-4710-550		
Reviewed by City Attorney	☒ YES	☐ NO	☐ N/A

Manager/Staff Recommendation: *Approval for the City of Mount Holly to purchase the refuse truck through Carolina Environmental Systems, INC*

Result of City Council Decision:

Wednesday, August 18, 2021

Advertisement: Classified- Legal Notice

BID WAIVER

The City of Mount Holly, NC (the City) will consider a waiver of competitive bidding under G.S. 143-129 (g) at its regular meeting on September 13, 2021 for the purchase of an automated Heil model DP Python-28-FE/ Mack refuse truck from Carolina Environmental Systems, INC, the seller having agreed to extend to the City the same or a more favorable price and terms set forth in its contract with the SOURCEWELL contract expires November 15, 2023. For additional information, contact Tony Walker, Streets and Solid Waste Director at tony.walker@mtholly.us or 704-951-0074 extension 1019

Carolina Environmental Systems, Inc.
2750 Highway 66 South, Kernersville, NC 27284
2701 White Horse Rd. Greenville SC 29611
800-239-7796

4-14-21

To: City of Mt Holly
Attn: Shane Jones
Ref: New automated side loader budget quote

Mack/Python

Body:

Heil model DP Python-28-FE
28 cu yds, full eject
High compaction
Front mount tandem pump with EOS
1 year warranty
3 micron filter
Hopper sump clean out doors
Auto pack
Select-O-Pack
Auto dump
Air joy stick, RH controls

Standard grabbers 60-90 gallon or tri-cuff, your choice
Hopper and lift work lights
20 lbs fire extinguisher and bracket
Dual LED rear strobe lights LED body lights
Hopper hood
Front of body amber LED flashing lights
Infinity packing cylinders with 4 additional years warranty, parts only
Rear caution decal
Mud flaps ahead of rear axle
Sump chutes
Remote lift controls under RH seat
Hopper and body floor liner 3/16" 150,000 PSI
3" hopper drain valve
Rear caution decal
One year warranty
Factory mounting and paint

Triple camera system split screen with flat screen monitor
CES Drop down paddles
36" tool box
Freight

Mack chassis: 2021/22 Cab over low entry., dual drive

Model LRU
Mack 325HP engine with engine brake
Allison model 4500 RDS transmission
66,000 lbs. GVWR
20,000 lbs. front axle
46,000 " rear axles, Mack camelback suspension
5.04 rear ratio, driver controlled differential lock
Front tires 315/80R x 22.5 on 9" steel rims
Rear " " "
Dual drive/steer, LH and RH sit down with air ride seats, adjustable steering columns

Other: air conditioning, block heater, battery disconnect switch, AM/FM radio, motorized/ heated mirrors, air dryer, 80 gallon fuel tank, LH, 6.6 gallon DEF tank, 1 year base warranty.

Mack engine, Mack aftertreatment, Allison transmission includes extended 5 year warranties.

Total price: $ 329,978.00

Delivery: approx. 90-180 days subject to change

We appreciate the opportunity to submit this information and I look forward to your response.

Matt Keeble
Matt Keeble, mob 704-239-8471, email mattkeeble@bellsouth.net

Distributors for:
Heil, Schaefer, Pac-Mac, Pak-Rat, Busch, SwapLoader, Pioneer, O'Brian, , Galbreath, Pioneer, Mountain Tarp, 3rd eye, Roll Rite

Sourcewell

North Carolina Legal References

State Agencies:

N.C. Gen. Stat. § 143-49 (2017). Powers and duties of Secretary

(17) To establish procedures to permit State government, or any of its departments, institutions, or agencies, to join with any federal, State, or local government agency, entity, or subdivision, or any nonprofit organization in cooperative purchasing plans, projects, arrangements, or agreements if the interest of the State would be served thereby.

Local Governments:

N.C. Gen. Stat. § 143-129 (2017). Procedure for letting of public contracts

(e) Exceptions. -- The requirements of this Article do not apply to:

(3) Purchases made through a competitive bidding group purchasing program, which is a formally organized program that offers competitively obtained purchasing services at discount prices to two or more public agencies.

About Sourcewell:

Sourcewell is a service cooperative created by the Minnesota legislature as a local unit of government. Minn. Const. art. XII, sec. 3. As a public corporation and agency, Sourcewell is governed by local elected municipal officials and school board members. Minn. Stat. § 123A.21 Subd. 4 (2017). Under its enabling statute, Sourcewell is explicitly authorized to provide cooperative purchasing services to eligible members. Id. at Subd. 7(23).

Sourcewell follows the competitive contracting law process to solicit, evaluate and award cooperative purchasing contracts for goods and services. Sourcewell cooperative purchasing contracts are made available through the joint exercise of powers law to member agencies. Minn. Stat. § 471.59 (2017). Membership in Sourcewell is available for all eligible state and local governments, education, higher education and nonprofit entities across North America. § 123A.21 at Subd. 3

Disclaimer:

The information found on the Sourcewell website are provided for educational and informational purposes only. This information contained on the website, including any printed material derived from this website, is not legal advice and no attorney-client or other contractual relationship is formed by access to this information. Information here may be out of date, obsolete, or otherwise inaccurate. Please consult with a qualified attorney regarding any questions.

Information current as of: 2020-11-12

Sourcewell

Solicitation Number: RFP#091219

CONTRACT

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **The Heil Co.**, 2030 Hamilton Place Blvd. #200, Chattanooga, TN 37421 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires November 15, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. LAWS AND REGULATIONS. All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

Notwithstanding the above, warranty issues related to the body and Heil factory-installed components shall be administered and resolved by The Heil Co. Warranty for third-party manufacturers such as the chassis chassis options or subsequently installed components shall be administered and addressed by the respective product manufacturer.

D. DEALERS AND DISTRIBUTORS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

B. Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition. Product returns shall only be available in the event Vendor is notified of a body problem in writing and has not resolved the issue within thirty (30) days after receipt of said Notice.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

C. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will be become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. MEMBERSHIP. Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. PURCHASE ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. PERFORMANCE BOND. If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order. The cost of the bond premium shall be added to the cost of the Product.

D. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. TERMINATION OF PURCHASE ORDERS. Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Member inquiries; and
- Business reviews to Sourcewell and Members, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. MARKETING. Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).
Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.
Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of $10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. §60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 thatinvolve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

City of Mount Holly
Action Agenda Item

To: Mayor and City Council	**Date: 8/13/21**
From: Tony Walker, Director of Streets	**Meeting Date:** 9/13/21

Agenda Item to be considered: Surplus Property

Will this require a public hearing? YES x ☒ NO

Background/Purpose of Request :

The following attachment contains items that need to be considered surplus.

Fiscal Impact:

Will Item affect current budget	☐ YES	☒ NO	☐ N/A
Reviewed by Finance Director	☒ YES	☐ NO	☐ N/A
Preaudit Certification required	☐ YES	☒ NO	☐ N/A
Capital Project Ordinance required	☐ YES	☒ NO	☐ N/A
Budget Transfer required	☐ YES	☒ NO	☐ N/A
Total City Dollars:	*$*		
Budget Code			
Reviewed by City Attorney	☐ YES	☐ NO	☐ N/A

Manager/Staff Recommendation: *Declare property surplus per the attachment*

Result of City Council Decision:

Attachments: Resolution and Surplus Property List

RESOLUTION OF THE CITY OF Mount Holly, NORTH CAROLINA FOR DECLARATION OF SURPLUS PROPERTY AND SALE OF PROPERTY VIA PUBLIC OR ELECTRONIC AUCTION OR BY MEANS OF EXCHANGE OF PROPERTY

WHEREAS, G.S. 160A-267 authorizes the City Council to dispose of surplus property, and authorizes the sale of surplus property by means of private sale, public auction, electronic auction or exchange of property, and

WHEREAS, the City Manager has reviewed the attached list "Attachment A" and declared the items surplus and unusable personal property; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of Mount Holly does hereby authorize the City Manager to conduct a sale of the surplus and unusable City personal property by means of a private sale, public or electronic auction, or an exchange of property.

Adopted on this 13th day of September, 2021

SIGNED:

____

Bryan Hough, Mayor

ATTEST:

____

Amy Miller, City Clerk

SURPLUS

Department	Asset #	Qty	Equipment/ Vehicle Year	Equipment/ Vehicle Make	Model	VIN or Serial #	Description	Known problems	Date to Council
Administration	213	1	2000	Ford	F150	1FTRF17W8YNA19206	4.6 L , V8; 152,605 Miles	Motor needs replacing, does not run	9/13/2021
Parks	311	1	2008	Dodge	Charger	2BKA43G78H279624	3.5 L, V6; 120,820 Miles	Replace Transmission	9/13/2021
Administration	304	1	2002	Ford	F150	3FTRF17202MA23684	4.2L, V6; 93,195 Miles	Motor needs replacing, does not run	9/13/2021
Utility	258	1	2007	Ford	Crown Victoria	2FAFP71W07X140164	4.6L, V8; 79,128 Miles	None	9/13/2021

City of Mount Holly
Action Agenda Item

To: City Council	**Date:** 9-7-21
From: Brian DuPont	**Meeting Date:** 9-13-21

Agenda Item to be considered: Call for a public hearing, regarding a request by Lehigh Holdings LLC, for a rezoning of 7.88-acre tracts of land at 300 Woodlawn Avenue, Tax Parcel #123116, 402 Meller Street, Tax Parcel #123107, and Tax Parcel #123118 from Light Industrial (L-1) to Conditional District Mixed Use.

Will this require a public hearing? ☐ **YES** ☒ **NO**

Background/Purpose of Request: Call for a public hearing at this time. There is no discussion. The intent is to rezone these properties from Light Industrial to Conditional District Mixed use in order to promote the economic development opportunities for this property.

Fiscal Impact:

Will Item affect current budget	☐ YES	☐ NO	☒ N/A
Reviewed by Finance Director	☐ YES	☐ NO	☒ N/A
Preaudit Certification required	☐ YES	☐ NO	☒ N/A
Capital Project Ordinance required	☐ YES	☐ NO	☒ N/A
Budget Transfer required	☐ YES	☐ NO	☒ N/A
Total City Dollars:	***$***		
Budget Code			
Reviewed by City Attorney	☐ YES	☐ NO	☒ N/A

Manager/Staff Recommendation:
Staff recommendations calling for a public hearing

Result of City Council Decision:

___

Attachments:

REZONING APPLICATION
CITY OF MOUNT HOLLY, NORTH CAROLINA

Date Filed: 8-20-2021 Application Number: 8-20-2021A

The undersigned does (do) hereby respectfully make the application and request to the City of Mount Holly to amend the Zoning Map of Mount Holly as hereinafter requested and in support of this application the following facts are shown:

1. The real property, sought to be rezoned, is owned in fee simple by: LEHIGH HOLDINGS LLC
Address: 508 East Kingston Avenue, Charlotte, NC 28203 as evidenced by Deed Book 4847/4848/4848 on Page 1556/0343/0334 in the Gaston County Registry. There are no restrictions or covenants of record appearing in the chain of title, which would prohibit the property from being put to the use specified in Paragraph five (5) of this application.

2. The real property sought to be rezoned is located at/on 300 Woodlawn Avenue and 402 Meller Street (physical address) on the Left or Right (circle one) side of the Woodlawn Avenue (street) between Madison Drive (street) and B Avenue (street), and has a Tax Listing of: Tax Parcel # 123118/123116/123107. Said lot(s) has (have) a frontage of 1,800 feet and is approximately 7.88 acres in size.

3. A complete legal description of the boundaries of said realty (to be completed by an attorney) is attached to this application along with a survey or tax map of said realty.

4. It is desired and requested that the real property herein described be rezoned from Light Industrial (L-1) Zone to Conditional District-Mixed Use Zone.

5. If Conditional rezoning is requested, a site specific plan (see Appendix) is hereby attached (check) ✓ Yes or ____ N/A.

6. If the Conditional Rezoning is requested, it is proposed that the real property be put to the following use, with the following specific improvements including building sizes and proposed screening in accordance with the attached site plan as mentioned in Paragraph five (5).

Apartments, multi-family, office, retail, brewery distillery, brew pubs, art studio, artist work space / restaurant, recreation uses (indoor)

7. Attached is a list of all the properties adjacent to the subject property including the owners' name(s) and address and tax book, map, and parcel number of each lot as shown on the Gaston County Tax Maps. Adjacent properties are considered all those immediately or diagonally adjacent to the subject property, including any properties immediately across any creeks, rivers, railroads, highways or other natural or man-made barriers.

Roger Lovelett
Name of Applicant(s)

Owner, Lehigh Holdings
Interest of Applicant in Subject Realty: (Must be the owner if requesting Conditional Rezoning)

Applicant's Address: 508 E. Kingston Ave, Charlotte, NC 28203

Phone Number: 704-458-1093 Signature: Roger W Lovelett

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

City of Mount Holly
Mount Holly City Council Work Session Meeting
Monday, August 23, 2021
Council Chambers
6:30 pm

Call to Order
Mayor Hough called the meeting to order at 6:30 pm and advised that Councilman Moore is attending the meeting virtual. The following were present:

Mayor Bryan Hough	Miles Braswell, City Manager
Mayor Pro Tem Lauren Shoemaker	Don Roper, Police Chief
Councilwoman Phyllis Harris	Brian Reagan, Deputy Police Chief
Councilman Charles McCorkle	Ryan Baker, Fire Chief
Councilman Jeff Meadows	Mark Jusko, Recreation Supervisor
Councilman David Moore	Tony Walker, Street and Solid Waste Director
Councilwoman Christina Pawlish	David Johnson, City Engineer/ Director of Utilities
	Greg Beal, Planning Director
Marie Anders, City Attorney	Michelle Wood, Finance Director

Invocation

Councilman Moore led the Council, staff and attendees in prayer.

SET THE AGENDA

Mayor Hough advised that a discussion of Green Meadows Annexation needs to be added to the agenda as item #6. Councilman Moore made the motion to approve the agenda as amended. Councilwoman Pawlish seconded the motion. All Council Members voted in favor. (Motion carried)

CONSENT AGENDA

1. Approval of Minutes from the August 9, 2021 Council Meeting Minutes

Councilwoman Shoemaker made a motion to approve the consent agenda. Councilman McCorkle seconded the motion. All Council Members voted in favor. (Motion carried)

AGENDA

1. Presentation of Montcross Emerge

Marc Jordan, President of the Montcross Chamber came before Council to introduce the Emerge Program, *Emerge from COVID.* He advised that businesses members and nonmembers are struggling and a team with expertise has been formed through the chamber to assist the small business owners. He advised that the program will provide growth incentives that is focused on expanding the towns businesses. He advised that several of the surrounding towns have agreed to pledge ARPA funds in support of this program. Councilman Meadows asked what other commitments the City has from the ARPA grant funding. Council directed staff to provide more information in regard to the ARPA grant and bring the topic up at a later meeting for further discussion.

2. Presentation on Mount Holly Paddling Park

Tom Bailey came before the Council with a proposal to move the Belmont Rowing Club to Mount Holly. Currently they are operating as Belmont Rowing Club out of the marina beside the Muddy River Distillery. They offer row classes, indoor rowing, kid's classes and a ROAR, a program for cancer survivors and adaptive for mentally and physical handicapped. He advised that this is the only rowing facility between Hickory and Columbia. Mr. Bailey advised that he would like to move the rowing club to Mount Holly as an extension of Tuck Park. He advised they would need approximately 4-5 acres. Mayor Hough suggested making this an item to discuss at the Council Retreat that will be coming up early next year.

3. Lien Foreclosure Process

Mr. DuPont advises that staff and the City Attorney have developed a process to collect on outstanding debt due to nuisance liens placed upon properties. He advised that the foreclosure process is not designed to take property that is in taxable status but to acknowledge property owned by delinquent owners and get the property in the hands of someone willing to maintain it. Councilman Meadows made a motion to add a surplus property clause to the process and move forward. Councilman Moore seconded the motion. All Council Members voted in favor. (Motion carried)

4. Presentation of GIS Long Range Plan

Mr. Godwin presented his ideas and the information that he has been working on since his employment with the City. He explained the data layers and presented the Park Bond 2021 story map. He advised that the GIS Hub site is a great way to promote the City. Mayor Hough requested that adding a downtown parking map to the information.

5. Art Program Priority Update

Mr. Beal presented ideas brought forth by the Mount Holly Public Art Advisory Commission (PAAC) The priority projects include bike racks with an artist touch, utility box wraps and developing a logo for greenway. Councilman Meadows suggested that the development of a logo for the greenway should be a Parks and Recreation budgeted item. Mayor Hough advised that the City needs to move forward with arts in the city and needs to add murals to downtown. Mr. Beal advised that PAAC is continuing to explore other option and looking into making contact with CSX in regard to the bridge.

6. Discussion of Green Meadows Annexation

Mayor Hough advised that in looking at Mr. DuPont's write up and cost benefit analysis, the question arises as to why are we moving forward with this annexation request. Mayor Hough asked Ms. Anders the legalities of not moving forward with the public hearing or the request. Ms. Anders advised that if Council decides they do not have to move forward with the public hearing but would need to make a motion to rescind the call for public hearing. Councilwoman Harris made a motion to rescind the call for public hearing on the annexation request of Green Meadows. Mayor Pro Tem Shoemaker seconded the motion. All Council Members voted in favor. (Motion carried)

Mayor Pro Tem Shoemaker made a motion to rescind the motion to call for a public hearing for the rezoning request of Green Meadows. Councilwoman Pawlish seconded the motion. All Council Members voted in favor. (Motion carried)

CLOSED SESSION

1. Closed Session Pursuant to N.C.G.S 143-318.11 (a) (3, 5 and 6)

   Councilwoman Pawlish made the motion to enter into closed session at 7:57 pm. Councilman Moore seconded the motion. All Council Members present voted in favor. (Motion Carried)

   Councilwoman Harris made a motion to come out of closed session and back into regular session at 8:53 pm. Councilman Moore seconded the motion. All Council Members present voted in favor. (Motion Carried)

ADJOURN

With no additional items for discussion, Mayor Hough entertained a motion to adjourn. Councilwoman Harris made a motion to adjourn the August 23, 2021 Council Work Session Meeting. Councilwoman Pawlish seconded the motion. All Council Members present voted in favor. (Motion Carried)

The meeting adjourned at 8:54mpm

PRESENTATIONS

DEVELOPMENT STANDARDS

1. GENERAL PROVISIONS:

A. SITE LOCATION. THESE DEVELOPMENT STANDARDS, THE TECHNICAL DATA SHEET, SCHEMATIC SITE PLAN, AND RELATED GRAPHICS FORM THE REZONING PLAN (COLLECTIVELY REFERRED TO AS THE "REZONING PLAN") ASSOCIATED WITH THE REZONING PETITION FILED BY PENLER DEVELOPMENT LLC (TOGETHER THE "PETITIONER") TO ACCOMMODATE DEVELOPMENT OF A RESTAURANT AND RESIDENTIAL COMMUNITY ON THE APPROXIMATELY 32.39 ACRE SITE LOCATED AT 55 CALDWELL DRIVE, BELMONT (THE "SITE").

B. ZONING DISTRICTS/ORDINANCE. DEVELOPMENT OF THE SITE WILL BE GOVERNED BY THE REZONING PLAN AS WELL AS THE APPLICABLE PROVISIONS OF THE CITY OF MT HOLLY ZONING ORDINANCE (THE "ORDINANCE"). UNLESS THE REZONING PLAN ESTABLISHES DIFFERENT STANDARDS, THE REGULATIONS ESTABLISHED UNDER THE ORDINANCE FOR THE CD-COMMERCIAL-MF ZONING CLASSIFICATION SHALL GOVERN ALL DEVELOPMENT TAKING PLACE ON THE SITE, SUBJECT TO THE PROVISIONS PROVIDED BELOW.

C. DEVELOPMENT AREAS. FOR EASE OF REFERENCE AND AS AN ORGANIZING PRINCIPAL ASSOCIATED WITH THE MASTER PLANNED UNIFIED DEVELOPMENT, THE REZONING PLAN SETS FORTH TWO (2) DEVELOPMENT AREAS (AND AS APPLICABLE OTHER SUB-AREAS WITHIN THE DEVELOPMENT AREAS) AS GENERALLY DEPICTED ON THE TECHNICAL DATA SHEET AS DEVELOPMENT AREAS A AND B, (EACH A "DEVELOPMENT AREA" AND COLLECTIVELY THE "DEVELOPMENT AREAS"). THE EXACT BOUNDARIES OF THE DEVELOPMENT AREAS MAY BE SUBJECT TO MODIFICATIONS TO ACCOUNT FOR DEVELOPMENT/SITE ELEMENTS (AS DEFINED BELOW) AND OTHER MODIFICATIONS NEEDED TO FULFILL THE DESIGN AND DEVELOPMENT INTENT OF THE REZONING PLAN.

D. GRAPHICS AND ALTERATIONS. THE SCHEMATIC DEPICTIONS OF THE USES, PARKING AREAS, SIDEWALKS, STRUCTURES AND BUILDINGS, BUILDING ELEVATIONS, DRIVEWAYS, STREETS, DEVELOPMENT AREAS (AS DEFINED BELOW), OPEN SPACE AREAS AND OTHER DEVELOPMENT MATTERS AND SITE ELEMENTS (COLLECTIVELY THE "DEVELOPMENT/SITE ELEMENTS") SET FORTH ON THE REZONING PLAN SHOULD BE REVIEWED IN CONJUNCTION WITH THE PROVISIONS OF THESE DEVELOPMENT STANDARDS. THE LAYOUT, LOCATIONS, SIZES AND FORMULATIONS OF THE DEVELOPMENT/SITE ELEMENTS DEPICTED ON THE REZONING PLAN ARE GRAPHIC REPRESENTATIONS OF THE DEVELOPMENT/SITE ELEMENTS PROPOSED. CHANGES TO THE REZONING PLAN NOT ANTICIPATED BY THE REZONING PLAN WILL BE REVIEWED AND APPROVED AS ALLOWED BY ARTICLE 14.5.J OF THE ORDINANCE.
SINCE THE PROJECT HAS NOT UNDERGONE THE DESIGN DEVELOPMENT AND CONSTRUCTION PHASES, IT IS INTENDED THAT THIS REZONING PLAN PROVIDE FOR FLEXIBILITY IN ALLOWING SOME ALTERATIONS OR MODIFICATIONS FROM THE GRAPHIC REPRESENTATIONS OF THE DEVELOPMENT/SITE ELEMENTS. THEREFORE, THERE MAY BE INSTANCES WHERE MINOR MODIFICATIONS WILL BE ALLOWED WITHOUT REQUIRING THE ADMINISTRATIVE AMENDMENT PROCESS PER SECTION 14.5.J OF THE ORDINANCE. THESE INSTANCES WOULD INCLUDE CHANGES TO GRAPHICS IF THEY ARE:

i. EXPRESSLY PERMITTED BY THE REZONING PLAN (IT IS UNDERSTOOD THAT IF A MODIFICATION IS EXPRESSLY PERMITTED BY THE REZONING PLAN IT IS DEEMED A MINOR MODIFICATION FOR THE PURPOSES OF THESE DEVELOPMENT STANDARDS); OR
ii. MINOR AND DON'T MATERIALLY CHANGE THE OVERALL DESIGN INTENT DEPICTED ON THE REZONING PLAN.

THE PLANNING DIRECTOR WILL DETERMINE IF SUCH MINOR MODIFICATIONS ARE ALLOWED PER THIS AMENDED PROCESS, AND IF IT IS DETERMINED THAT THE ALTERATION DOES NOT MEET THE CRITERIA DESCRIBED ABOVE, THE PETITIONER MAY ASK THE PLANNING DIRECTOR TO REVIEW AND APPROVE THE PROPOSED CHANGE AS ALLOWED IN SECTION 14.5.J OF THE ORDINANCE; IN EACH INSTANCE, HOWEVER, SUBJECT TO THE PETITIONER'S APPEAL RIGHTS SET FORTH IN THE ORDINANCE.

E. PLANNED/UNIFIED DEVELOPMENT. THE SITE SHALL BE VIEWED AS A PLANNED/UNIFIED DEVELOPMENT PLAN AS TO THE DEVELOPMENT/SITE ELEMENTS, DEVELOPMENT AREAS AND PORTIONS OF THE SITE GENERALLY DEPICTED ON THE REZONING PLAN. AS SUCH, SIDE AND REAR YARDS, BUFFERS, BUILDING HEIGHT SEPARATION STANDARDS, PUBLIC/PRIVATE STREET FRONTAGE REQUIREMENTS, FAR REQUIREMENTS, AND OTHER SIMILAR ZONING/SUBDIVISION STANDARDS WILL NOT BE REQUIRED INTERNALLY BETWEEN IMPROVEMENTS, DEVELOPMENT AREAS AND OTHER DEVELOPMENT/SITE ELEMENTS LOCATED ON THE SITE. FURTHERMORE, THE PETITIONER AND/OR OWNERS OF THE APPLICABLE PORTION OF THE SITE UNDER DEVELOPMENT RESERVE THE RIGHT TO SUBDIVIDE THE PORTIONS OR ALL OF THE SITE, INCLUDING WITHOUT LIMITATION THE DEVELOPMENT AREAS, AND CREATE LOTS WITHIN THE INTERIOR OF THE SITE WITHOUT REGARD TO ANY SUCH INTERNAL SEPARATION STANDARDS, PUBLIC/PRIVATE STREET FRONTAGE REQUIREMENTS AND FAR REQUIREMENTS, PROVIDED, HOWEVER, ALL SUCH SEPARATION STANDARDS ALONG THE EXTERIOR BOUNDARY OF THE SITE SHALL BE ADHERED TO AND ALL FAR REQUIREMENTS WILL BE REGULATED BY ANY DEVELOPMENT LIMITATIONS SET FORTH IN SECTION 2 BELOW AS TO THE SITE AS A WHOLE AND NOT INDIVIDUAL PORTIONS, DEVELOPMENT AREAS OR LOTS LOCATED THEREIN.
F. GROSS FLOOR AREA CLARIFICATION. WHEN DETERMINING THE MAXIMUM DEVELOPMENT LEVELS SET FORTH IN THIS REZONING PLAN, GROSS FLOOR AREA AS DEFINED IN THE ORDINANCE SHALL EXCLUDE ANY SURFACE OR STRUCTURED PARKING FACILITIES (INCLUDING, WITHOUT LIMITATION, CORRIDORS AND ELEVATORS WITHIN SUCH FACILITIES), AND OUTDOOR DINING AND GATHERING AREAS WHETHER ON THE ROOF OF THE BUILDING OR AT STREET LEVEL.

2. PERMITTED USES, DEVELOPMENT AREA LIMITATIONS, AND TRANSFER & CONVERSION RIGHTS:

A. DEVELOPMENT AREA A MAY BE DEVELOPED WITH AT LEAST ONE (1) RESTAURANT USE WITH NO LESS THAN 3,500 SQUARE FEET OF GROSS FLOOR AREA AS GENERALLY DEPICTED ON THE REZONING PLAN, INCLUDING, WITHOUT LIMITATION, OUTDOOR DINING AREAS, OPEN SPACE AND RELATED USES.

B. DEVELOPMENT AREA B MAY BE DEVELOPED WITH UP TO 315 MULTI-FAMILY RESIDENTIAL DWELLING UNITS, AS ALLOWED BY RIGHT AND UNDER PRESCRIBED CONDITIONS. THE MULTI-FAMILY COMMUNITY WILL ALSO HAVE THE FOLLOWING ACCESSORY USES/AMENITY AREAS; A COMMUNITY CLUBHOUSE WITH A POOL AS WELL AS OTHER INDOOR AND OUTDOOR RECREATIONAL AMENITY AREAS, IMPROVED OPEN SPACE AREAS (E.G. IMPROVED PASSIVE AND ACTIVE OPEN SPACES, PICNIC/GATHERING SHELTERS, AND A GAZEBO.) AS GENERALLY DEPICTED ON THE REZONING PLAN. THE PROPOSED AMENITY AREAS INCLUDING THE COMMUNITY CLUBHOUSE WILL BE COMPLETED PRIOR TO THE ISSUANCE OF A FINAL CERTIFICATE OF OCCUPANCY FOR THE UNITS WITHIN BUILDING # 6. THE PROPOSED CLUBHOUSE WILL HAVE NO LESS THAN 5,500 SQUARE FEET OF FLOOR GROSS FLOOR AREA.A FREE-STANDING MAINTENANCE BUILDING WILL BE ALLOWED.

C. THE PETITIONER MAY CONSTRUCT DOCKS AND ACCESS TO THE PROPOSED DOCKS FROM THE SITE ALONG THE SITE'S FRONTAGE ON THE CATAWBA RIVER/LAKE WYLIE IF THE PETITIONER IS ABLE TO SECURE PERMITS TO CONSTRUCT THE DOCKS AND ACCESS TO THEM AND THE CONSTRUCTION OF THESE IMPROVEMENTS IS DETERMINED TO BE FINANCIALLY AND PHYSICALLY FEASIBLE.

D. THE PROPOSED RESTAURANT WILL BE CONSTRUCTED AS PART OF THE RESIDENTIAL COMMUNITY. THE RESTAURANT CONSTRUCTED ON THE SITE MUST HAVE NO LESS THAN 3,500 SQUARE FEET OF GROSS FLOOR AREA. THE PROPOSED RESTAURANT MUST RECEIVE A CERTIFICATE OCCUPANCY BEFORE A FINAL CERTIFICATE OF OCCUPANCY IS ISSUED FOR ANY OF THE RESIDENTIAL UNITS WITHIN BUILDING #7.

3. TRANSPORTATION IMPROVEMENTS AND ACCESS:

THE PETITIONER IN CONJUNCTION WITH THE CITY OF MT. HOLLY WILL DETERMINE AT THE TIME OF THE ISSUANCE OF A BUILDING PERMIT WHICH PROPOSED ROADWAY IMPROVEMENTS THE PETITIONER WILL BE RESPONSIBLE FOR BASED ON THE STATUS OF THE CONSTRUCTION OF THE SOUTH GATEWAY CONNECTOR AS DESCRIBED BELOW.

I. PROPOSED IMPROVEMENTS WITH THE SOUTH GATEWAY CONNECTOR (SEE SECTION BELOW FOR ALTERNATIVE IMPROVEMENTS IF SOUTH GATEWAY CONNECTOR IS NOT PLANNED):

A. BEATTY DRIVE (HWY. 273) AND CALDWELL DRIVE:
– CONVERT THE EXISTING FULL-MOVEMENT ACCESS TO A RESTRICTED CROSSING INTERSECTION CONFIGURATION THAT INCORPORATES A DIRECTIONAL LEFT-TURN CROSSOVER TO ALLOW THE SOUTHBOUND LEFT-TURN MOVEMENT BUT PROHIBITS LEFT-TURN MOVEMENTS FROM CALDWELL DRIVE TO BEATTY DRIVE (HWY 273). A MINIMUM OF 200 FEET OF STORAGE SHOULD BE PROVIDED FOR THE SOUTHBOUND LEFT-TURN LANE AT CALDWELL DRIVE.
– AS AN ALTERNATIVE THE PETITIONER MAY CONTRIBUTE A FEE IN LIEU FOR THIS PROPOSED IMPROVEMENT. THE AMOUNT OF THE FEE TO BE DETERMINED BASED ON A COST ESTIMATE FOR THE PROPOSED IMPROVEMENT PROVIDED BY THE PETITIONER TO THE CITY MT. HOLLY FOR ITS REVIEW AND APPROVAL.

B. BEATTY DRIVE (HWY. 273) AND YMCA DRIVE/CAROMONT ACCESS:
– CONSTRUCT AN ADDITIONAL WESTBOUND LEFT-TURN LANE ALONG YMCA DRIVE (CREATING DUAL LEFT-LANES) WITH 175 FEET OF STORAGE.
– AS AN ALTERNATIVE THE PETITIONER MAY CONTRIBUTE A FEE IN LIEU FOR THIS PROPOSED IMPROVEMENT. THE AMOUNT OF THE FEE TO BE DETERMINED BASED ON A COST ESTIMATE FOR THE PROPOSED IMPROVEMENT PROVIDED BY THE PETITIONER TO THE CITY MT. HOLLY FOR ITS REVIEW AND APPROVAL.

C. SOUTH GATEWAY CONNECTOR:
– CONTRIBUTE TO THE CITY OF MT. HOLLY FUNDS EQUAL TO THE ESTIMATED COST OF THE CONSTRUCTION OF A 10-FOOT MULTI-USE PATH (MUP) ALONG ONE SIDE OF THE PORTION OF THE PROPOSED SOUTH GATEWAY CONNECTOR LOCATED ON THE SITE. THE AMOUNT OF THE FEE TO BE DETERMINED BASED ON A COST ESTIMATE FOR THE PROPOSED IMPROVEMENT PROVIDED BY THE PETITIONER TO THE CITY MT. HOLLY FOR ITS REVIEW AND APPROVAL.

IA. PROPOSED IMPROVEMENTS WITHOUT THE SOUTH GATEWAY CONNECTOR:

IF THE CITY OF MT. HOLLY IS NOT PROCEEDING WITH THE CONSTRUCTION OF THE SOUTH GATEWAY CONNECTOR FROM CALDWELL RD. TO YMCA DRIVE, THEN THE PETITIONER WILL BE RESPONSIBLE FOR THE FOLLOWING IMPROVEMENTS.

A. BEATTY DRIVE (HWY. 273) AND CALDWELL DRIVE:
– CONVERT THE EXISTING FULL-MOVEMENT ACCESS TO A RESTRICTED CROSSING U-TURN (RCUT) INTERSECTION CONFIGURATION THAT INCORPORATES A DIRECTIONAL LEFT-TURN CROSSOVER TO ALLOW THE SOUTHBOUND LEFT-TURN MOVEMENT BUT PROHIBITS LEFT-TURN MOVEMENTS FROM CALDWELL DRIVE TO BEATTY DRIVE (HWY 273). A MINIMUM OF 200 FEET OF STORAGE SHOULD BE PROVIDED FOR THE SOUTHBOUND LEFT-TURN LANE AT CALDWELL DRIVE.
– U-TURN CROSS-OVER WITH A MINIMUM OF 225 FEET OF STORAGE ALONG BEATTY DRIVE (HWY. 273) NORTH OF CALDWELL DRIVE TO ACCOMMODATE THE SOUTHBOUND TRAFFIC FROM CALDWELL DRIVE.

THE SPECIFIC LOCATION OF THE U-TURN CROSSOVER SHOULD BE DETERMINED DURING THE DESIGN PHASE CONSIDERING A MINIMUM OF 200 FEET OF STORAGE SHOULD BE PROVIDED FOR THE SOUTHBOUND LEFT-TURN LANE AT CALDEWELL DRIVE, A MINIMUM OF 224 FEET OF STORAGE SHOULD BE PROVIDED FOR THE NORTHBOUND U-TURN CROSSOVER, IMPACTS TO THE DUAL NORTHBOUND LEFT-TURN STORAGES AT YMCA DRIVE/CAROMONT ACCESS SHOULD BE AVOIDED, WHILE LIMITING PROPERTY AND UTILITY IMPACTS FOR THE U-TURN BULB-OUT.

– AS AN ALTERNATIVE THE PETITIONER MAY CONTRIBUTE A FEE IN LIEU FOR THESE PROPOSED IMPROVEMENTS. THE AMOUNT OF THE FEE TO BE DETERMINED BASED ON A COST ESTIMATE FOR THE PROPOSED IMPROVEMENTS PROVIDED BY THE PETITIONER TO THE CITY MT. HOLLY FOR ITS REVIEW AND APPROVAL.

II. STANDARDS, PHASING AND OTHER PROVISIONS.

A. MT. HOLLY AND NCDOT STANDARDS. ALL OF THE FOREGOING PUBLIC ROADWAY IMPROVEMENTS WILL BE SUBJECT TO THE STANDARDS AND CRITERIA OF THE CITY OF MT. HOLLY OR NCDOT (AS IT RELATES TO THE ROADWAY IMPROVEMENTS WITHIN THEIR RESPECTIVE ROAD SYSTEM AUTHORITY).

B. THE PETITIONER WILL DEDICATE AND CONVEY VIA FEE SIMPLE INTEREST TO THE CITY OF MT. HOLLY ~~THE RIGHT-OF-WAY FOR THE PORTION OF THE FUTURE SOUTH GATEWAY CONNECTOR ROAD (URBAN~~ COLLECTOR) LOCATED ON THE SITE AS GENERALLY DEPICTED ON THE REZONING PLAN. THE RIGHT-OF-WAY TO BE DEDICATED AND CONVEYED PRIOR TO THE ISSUANCE OF THE FIRST CERTIFICATE OF OCCUPANCY, OR AFTER THE PETITIONER HAS CLOSED ON THE PROPERTY IF REQUESTED BY THE CITY MT. HOLLY, SUBJECT TO ANY EASEMENTS NEEDED TO DEVELOP THE SITE.

D. SUBSTANTIAL COMPLETION. REFERENCE TO "SUBSTANTIAL COMPLETION" FOR CERTAIN IMPROVEMENTS AS SET FORTH IN THE PROVISIONS OF SECTION 3.II ABOVE SHALL MEAN COMPLETION OF THE ROADWAY IMPROVEMENTS IN ACCORDANCE WITH THE STANDARDS SET FORTH IN SECTION 3.II.A ABOVE PROVIDED, HOWEVER, IN THE EVENT CERTAIN NON-ESSENTIAL ROADWAY IMPROVEMENTS (AS REASONABLY DETERMINED BY THE CITY OF MT. HOLLY AND/OR NCDOT) ARE NOT COMPLETED AT THE TIME THAT THE PETITIONER SEEKS TO OBTAIN A CERTIFICATE OF OCCUPANCY FOR BUILDING(S) ON THE SITE, THEN THE CITY OF MT. HOLLY OR NCDOT WILL INSTRUCT APPLICABLE AUTHORITIES TO ALLOW THE ISSUANCE OF CERTIFICATES OF OCCUPANCY FOR THE APPLICABLE BUILDINGS, AND IN SUCH EVENT THE PETITIONER MAY BE ASKED TO POST A LETTER OF CREDIT OR A BOND FOR ANY IMPROVEMENTS NOT IN PLACE AT THE TIME SUCH A CERTIFICATE OF OCCUPANCY IS ISSUED TO SECURE COMPLETION OF THE APPLICABLE IMPROVEMENTS.

IF A FEE IN LIEU HAS BEEN PAID BY THE PETITIONER FOR A PROPOSED IMPROVEMENT THE IMPROVEMENT WILL BE DEEMED TO BE COMPLETED FOR THE PURPOSES OF THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY AND AS A RESULT WILL NOT REQUIRE THE POSTING OF A BOND OR LETTER OF CREDIT IF THE IMPROVEMENT HAS NOT BEEN COMPLETED BY OTHERS.

E. RIGHT-OF-WAY AVAILABILITY. IF APPLICABLE BUT ONLY TO THE EXTENT APPLICABLE, IT IS UNDERSTOOD THAT SOME OF THE PUBLIC ROADWAY IMPROVEMENTS REFERENCED IN SUBSECTION A. ABOVE MAY NOT BE POSSIBLE WITHOUT THE ACQUISITION OF ADDITIONAL RIGHT OF WAY. IF AFTER THE EXERCISE OF DILIGENT GOOD FAITH EFFORTS OVER A MINIMUM OF A 60 DAY PERIOD, THE PETITIONER IS UNABLE TO ACQUIRE ANY LAND NECESSARY TO PROVIDE FOR ANY SUCH ADDITIONAL RIGHT OF WAY UPON COMMERCIALLY REASONABLE TERMS AND AT MARKET PRICES, THEN THE CITY OF MT. HOLLY, OR OTHER APPLICABLE AGENCY, DEPARTMENT OR GOVERNMENTAL BODY MAY AGREE TO PROCEED WITH ACQUISITION OF ANY SUCH LAND. IN SUCH EVENT, THE PETITIONER SHALL REIMBURSE THE APPLICABLE AGENCY, DEPARTMENT, OR GOVERNMENTAL BODY FOR THE COST OF ANY SUCH ACQUISITION INCLUDING COMPENSATION PAID BY THE APPLICABLE AGENCY, DEPARTMENT OR GOVERNMENTAL BODY FOR ANY SUCH LAND AND THE EXPENSES OF SUCH PROCEEDINGS. FURTHERMORE, IN THE EVENT PUBLIC ROADWAY IMPROVEMENTS REFERENCED IN SUBSECTION A. ABOVE ARE DELAYED BECAUSE OF DELAYS IN THE ACQUISITION OF ADDITIONAL RIGHT-OF-WAY AS CONTEMPLATED HEREIN AND SUCH DELAY EXTENDS BEYOND THE TIME THAT THE PETITIONER SEEKS TO OBTAIN A CERTIFICATE OF OCCUPANCY FOR BUILDING(S) ON THE SITE IN CONNECTION WITH RELATED DEVELOPMENT PHASING DESCRIBED ABOVE, THEN THE CITY MT. HOLLY OR NCDOT WILL INSTRUCT APPLICABLE AUTHORITIES TO ALLOW THE ISSUANCE OF CERTIFICATES OF OCCUPANCY FOR THE APPLICABLE BUILDINGS; PROVIDED, HOWEVER, PETITIONER CONTINUES TO EXERCISE GOOD FAITH EFFORTS TO COMPLETE THE APPLICABLE ROAD-WAY IMPROVEMENTS; IN SUCH EVENT THE PETITIONER MAY BE ASKED TO POST A LETTER OF CREDIT OR A BOND FOR ANY IMPROVEMENTS NOT IN PLACE AT THE TIME SUCH A CERTIFICATE OF OCCUPANCY IS ISSUED TO SECURE COMPLETION OF THE APPLICABLE IMPROVEMENTS.

IN ADDITION TO THE FOREGOING, IN THE EVENT THE RIGHT OF WAY IS NOT AVAILABLE FOR ANY REASON AFTER THE GOOD FAITH EFFORTS OF THE PETITIONER, THE PETITIONER WILL WORK WITH THE CITY OF MT. HOLLY OR NCDOT AS APPLICABLE TO EITHER (I) IDENTIFY ALTERNATIVE IMPROVEMENTS TO IMPLEMENT TRAFFIC MITIGATION IN LIEU OF THE IMPROVEMENTS IMPACTED BY THE LACK OF RIGHT OF WAY AS DESCRIBED IN SUBSECTION G. BELOW; OR (II) CONTRIBUTE TO THE CITY OF MT. HOLLY OR NCDOT AS APPLICABLE, AN AMOUNT EQUAL TO THE ESTIMATED COST OF THE ROAD IMPROVEMENTS NOT COMPLETED DUE TO THE LACK OF AVAILABLE RIGHT OF WAY, SUCH FUNDS TO BE USED TO COMPLETE SUCH ALTERNATIVE ROADWAY IMPROVEMENTS IN THE GENERAL AREA OF THE SITE IN A MANNER REASONABLE AGREEABLE TO THE PETITIONER, THE CITY OF MT. HOLLY OR NCDOT AS APPLICABLE.

F. RIGHT-OF-WAY CONVEYANCE. IF APPLICABLE BUT ONLY TO THE EXTENT APPLICABLE, THE PETITIONER WILL DEDICATE VIA FEE SIMPLE CONVEYANCE ANY ADDITIONAL RIGHT-OF-WAY INDICATED ON THE REZONING PLAN AS RIGHT-OF-WAY TO BE DEDICATED, THE ADDITIONAL RIGHT-OF-WAY WILL BE DEDICATED PRIOR TO THE ISSUANCE OF THE FIRST CERTIFICATE OF OCCUPANCY. IF REQUESTED BY THE CITY OF MT. HOLLY THE RIGHT-OF-WAY FOR THE SOUTH GATEWAY CONNECTOR WILL BE CONVEYED TO THE CITY OF MT. HOLLY AFTER THE PETITIONER HAS CLOSED ON THE PROPERTY SUBJECT TO ANY EASEMENTS NEED TO DEVELOP THE SITE. PETITIONER WILL PROVIDE A PERMANENT SIDEWALK UTILITY EASEMENT FOR ANY OF THE PROPOSED SIDEWALKS/MULTI-USE PATH LOCATED ALONG THE PUBLIC STREETS LOCATED OUTSIDE OF THE RIGHT-OF-WAY WHERE ROW DEDICATION IS NOT PROVIDED. THE PERMANENT SIDEWALK UTILITY EASEMENT WILL BE LOCATED A MINIMUM OF TWO (2) FEET BEHIND THE SIDEWALK WHERE FEASIBLE.

G. ALTERNATIVE IMPROVEMENTS. IF APPLICABLE BUT ONLY TO THE EXTENT APPLICABLE, CHANGES TO THE ABOVE REFERENCED ROADWAY IMPROVEMENTS CAN BE APPROVED THROUGH THE ADMINISTRATIVE AMENDMENT PROCESS UPON THE DETERMINATION AND MUTUAL AGREEMENT OF PETITIONER, THE CITY OF MT. HOLLY, NCDOT AND THE PLANNING DIRECTOR; PROVIDED, HOWEVER, THE PROPOSED ALTERNATE TRANSPORTATION IMPROVEMENTS PROVIDE (IN THE AGGREGATE) COMPARABLE TRANSPORTATION NETWORK BENEFITS TO THE IMPROVEMENTS IDENTIFIED IN THIS PETITION IN THE OVERALL AREA OF THE REZONING.

FOR EXAMPLE, TRANSPORTATION IMPROVEMENTS MAY BE SUBSTITUTED AND/OR PAYMENT IN LIEU FOR OTHER IMPROVEMENTS IN THE OVERALL AREA OF THE REZONING MAY BE IMPLEMENTED AS DESCRIBED IN SUBSECTION (D) ABOVE.

III. ACCESS, AND PEDESTRIAN CIRCULATION.

A. ACCESS TO THE SITE WILL BE FROM CALDWELL DRIVE AS GENERALLY DEPICTED ON SHEET RZ1 & SHEET RZ2.

B. THE PETITIONER WILL IMPROVE THE EXTENSION OF CALDWELL DRIVE WITH A 10-FOOT MULTI-USE PATH (MUP). THE MUP WILL BE LOCATED ON THE NORTHERN SIDE OF CALDWELL DRIVE EXTENSION AS GENERALLY DEPICTED ON THE REZONING PLAN.

C. THE NUMBER AND LOCATION OF ACCESS POINTS TO THE INTERNAL PUBLIC STREETS WILL BE DETERMINED DURING THE BUILDING PERMIT PROCESS AND THEREAFTER ADDITIONAL OR FEWER DRIVEWAYS AND/OR ADDITIONAL PRIVATE/PUBLIC STREETS MAY BE INSTALLED OR REMOVED WITH APPROVAL FROM APPROPRIATE GOVERNMENTAL AUTHORITIES SUBJECT TO APPLICABLE STATUTES, ORDINANCES AND REGULATIONS.

D. THE ALIGNMENT OF THE INTERNAL VEHICULAR CIRCULATION AND DRIVEWAYS MAY BE MODIFIED BY THE PETITIONER TO ACCOMMODATE CHANGES IN TRAFFIC PATTERNS, PARKING LAYOUTS AND ANY ADJUSTMENTS REQUIRED FOR APPROVAL BY THE CITY OF MT. HOLLY IN ACCORDANCE WITH PUBLISHED STANDARDS.

4. GENERAL ARCHITECTURAL STANDARDS:

A. THE PROPOSED MULTI-FAMILY DEVELOPMENT, LOCATED WITHIN DEVELOPMENT AREA B, WILL ADHERE TO THE REQUIREMENTS OF ARTICLE VII NOTE 5 OF THE ORDINANCE, PLUS THE FOLLOWING ADDITIONAL DESIGN STANDARDS AND MODIFICATIONS. THE BUILDING RENDERING INCLUDED WITH THE REZONING PLAN GENERALLY DEPICTS HOW THE PROPOSED ARCHITECTURAL STANDARDS WILL BE IMPLEMENTED.

B. THE PRINCIPAL BUILDINGS CONSTRUCTED ON THE SITE (DEVELOPMENT AREAS A AND B) MAY USE A VARIETY OF BUILDING MATERIALS. THE BUILDING MATERIALS USED FOR BUILDINGS WILL BE A COMBINATION OF THE FOLLOWING: GLASS, BRICK, STONE, SIMULATED STONE, PRE-CAST STONE, PRECAST CONCRETE, SYNTHETIC STONE, STUCCO, CEMENTITIOUS SIDING (SUCH AS HARDY-PLANK), EIFS OR WOOD. VINYL OR ALUMINUM AS A BUILDING MATERIAL MAY ONLY BE USED ON WINDOWS, SOFFITS AND ON HANDRAILS/RAILINGS.

C. PREFERRED EXTERIOR BUILDING MATERIALS: ALL PRINCIPAL AND ACCESSORY BUILDINGS ABUTTING CALDWELL DRIVE AND/OR THE INTERIOR PRIVATE STREET SHALL COMPRISE A MINIMUM OF 20% OF THAT BUILDING'S ENTIRE FAçADE FACING SUCH STREETS USING BRICK, NATURAL STONE (OR ITS SYNTHETIC EQUIVALENT), STUCCO OR OTHER MATERIAL APPROVED BY THE PLANNING STAFF.

D. PROHIBITED EXTERIOR BUILDING MATERIALS:
I. VINYL SIDING (BUT NOT VINYL HANDRAILS, WINDOWS OR DOOR TRIM).
II. CONCRETE MASONRY UNITS NOT ARCHITECTURALLY FINISHED.

E. BUILDING MASSING AND HEIGHT SHALL BE DESIGNED TO BREAK UP LONG MONOLITHIC BUILDING FORMS AS FOLLOWS:
I. BUILDINGS EXCEEDING 135 FEET IN LENGTH SHALL INCLUDE MODULATIONS OF THE BUILDING MASSING/FACADE PLANE (SUCH AS RECESSES, PROJECTIONS, AND ARCHITECTURAL DETAILS). MODULATIONS SHALL BE A MINIMUM OF 10 FEET WIDE AND SHALL PROJECT OR RECESS A MINIMUM OF 4 FEET AND EXTEND UP AND DOWN ALONG THE EXTERIOR OF THE BUILDING FAçADE.

F. ARCHITECTURAL ELEVATION DESIGN – ELEVATIONS SHALL BE DESIGNED TO CREATE VISUAL INTEREST AS FOLLOWS:
I. BUILDING ELEVATIONS SHALL BE DESIGNED WITH VERTICAL BAYS OR ARTICULATED ARCHITECTURAL FAçADE FEATURES WHICH MAY INCLUDE BUT NOT BE LIMITED TO A COMBINATION OF EXTERIOR WALL OFFSETS, PROJECTIONS, RECESSES, PILASTERS, BANDING AND CHANGE IN MATERIALS OR COLORS.

II. BUILDINGS SHALL BE DESIGNED WITH A RECOGNIZABLE ARCHITECTURAL BASE ON ALL FACADES FACING THE CALDWELL DRIVE, THE INTERNAL PRIVATE STREET OR PARKING AREAS. SUCH BASE MAY BE EXECUTED THROUGH USE OF PREFERRED EXTERIOR BUILDING MATERIALS OR ARTICULATED ARCHITECTURAL FAçADE FEATURES AND COLOR CHANGES.

III. RESIDENTIAL BUILDING ELEVATIONS FACING CALDWELL DRIVE, THE INTERNAL PRIVATE STREET AND PARKING AREAS SHALL NOT HAVE EXPANSES OF BLANK WALLS GREATER THAN 20 FEET IN ALL DIRECTIONS AND ARCHITECTURAL FEATURES SUCH AS BUT TO LIMITED TO BANDING, MEDALLIONS OR DESIGN FEATURES OR MATERIALS WILL BE PROVIDED TO AVOID A STERILE, UNARTICULATED BLANK TREATMENT OF SUCH WALLS.

G. ROOF FORM AND ARTICULATION – ROOF FORM AND LINES SHALL BE DESIGNED TO AVOID THE APPEARANCE OF A LARGE MONOLITHIC ROOF STRUCTURE AS FOLLOWS:
I. LONG PITCHED OR FLAT ROOF LINES SHALL AVOID CONTINUOUS EXPANSES WITHOUT VARIATION BY INCLUDING CHANGES IN HEIGHT AND/OR ROOF FORM, TO INCLUDE BUT NOT BE LIMITED TO GABLES, HIPS, DORMERS OR PARAPETS.

II. FOR PITCHED ROOFS THE MINIMUM ALLOWED IS 4:12 EXCLUDING BUILDINGS WITH A FLAT ROOF AND PARAPET WALLS. THIS STANDARD WILL NOT APPLY TO ROOFS ON DORMERS, BALCONIES, OR OTHER MINOR BUILDING ELEMENTS THAT MAY HAVE A PITCHED ROOF.

III. ROOF TOP HVAC AND RELATED MECHANICAL EQUIPMENT WILL BE SCREENED FROM PUBLIC VIEW AT GRADE FROM THE NEAREST PUBLIC STREET.

H. SERVICE AREA SCREENING – SERVICE AREAS SUCH AS DUMPSTERS, REFUSE AREAS, RECYCLING AND STORAGE SHALL BE SCREENED FROM VIEW WITH MATERIALS AND DESIGN TO BE COMPATIBLE WITH PRINCIPAL STRUCTURES. SUCH DESIGN SHALL INCLUDE A MINIMUM 20 PERCENT PREFERRED EXTERIOR BUILDING MATERIALS. THE LOCATION OF THE PROPOSED DUMPSTER AND RECYCLING AREAS IS GENERALLY DEPICTED ON THE REZONING PLAN.

I. SOME OF THE PROPOSED RESIDENTIAL BUILDINGS MAY BE DESIGNED TO HAVE A FOURTH FLOOR AS PART OF A BUILDING THAT IS DESIGNED TO HAVE THREE FLOORS ORIENTED TOWARD THE PRIMARY PARKING AREA OR PRIVATE STREET AND FOUR STORIES ON THE OPPOSITE SIDE (E.G. A BUILDING CONTAINING BOTH A THREE STORY AND FOUR STORY PORTIONS).

J. THE RESTAURANT USE WITHIN DEVELOPMENT AREA A SHALL ADHERE TO THE FOLLOWING STANDARDS:

PRIOR TO THE ISSUANCE OF A BUILDING PERMIT BY GASTON COUNTY FOR THE PROPOSED RESTAURANT THE PETITIONER WILL SUBMIT THE RESTAURANT PLANS TO THE CITY OF MT. HOLLY FOR REVIEW AND APPROVAL WITH THE STANDARDS OF THIS REZONING PLAN.

1. GENERAL PRINCIPALS:
I. DESIGN REGULATIONS ARE NOT INTENDED TO PROMOTE THE REPETITION OF THE EXISTING BUILT FORM OF MOUNT HOLLY, BUT TO ALLOW IMAGINATIVE DESIGN THAT IS RESPECTFUL OF ITS UNIQUE LOCATION
ROOF FORM MAY BE PITCH OR FLAT.
II. ARCHITECTURAL ELEMENTS LIKE OPENINGS, SILLS, BULKHEADS, COLUMNS, AND OTHER ARCHITECTURAL FEATURES SHALL BE USED TO ESTABLISH HUMAN SCALE AT THE STREET LEVEL.

2. ALL VISIBLY EXPOSED FACADES SHOULD HAVE: A RECOGNIZABLE BASE COURSE CONSISTING OF, BUT NOT LIMITED TO:
I. THICKER WALLS, LEDGES OR SILLS II. INTEGRALLY TEXTURED MATERIALS, SUCH AS STONE OR OTHER MASONRY MATERIALS.
II. INTEGRALLY COLORED AND PATTERNED MATERIALS SUCH AS SMOOTH FINISHED STONE OR TILE.
III. LIGHTER OR DARKER MATERIALS, MULLIONS, OR PATTERNS AND PLANTERS.
IV. CORNICE TREATMENTS, OTHER THAN JUST COLORED STRIPES OR BANDS, WITH INTEGRALLY TEXTURED MATERIALS.
V. A ROOF OVERHANG WITH BRACKETS.
VI. STEPPED PARAPETS.
VII. A CORNICE CAPPING THE TOP OF A BUILDING WALL.

3. NO FRONTAGE WALL SHALL REMAIN UNPIERCED BY A WINDOW OR FUNCTIONAL GENERAL ACCESS DOORWAY FOR MORE THAN THIRTY-TWO (32) FEET.

4. WINDOW AND DOOR OPENINGS SHOULD BE PROPORTIONED SO THAT VERTICALS DOMINATE HORIZONTALS. UPPER STORY WINDOWS SHALL BE VERTICALLY ALIGNED WITH THE LOCATION OF WINDOWS AND DOORS ON THE GROUND LEVEL, INCLUDING STOREFRONT OR DISPLAY WINDOWS.

5. ALL SIDES OF THE BUILDING SHALL USE MATERIALS CONSISTENT WITH THOSE ON THE FRONT IF VISIBLE FROM A PUBLIC STREET OR WAY.

6. TWO OR MORE WALL MATERIALS MAY BE COMBINED HORIZONTALLY ON ONE FAçADE. THE HEAVIER MATERIAL SHOULD BE BELOW.

7. FLAT ROOFS SHALL INCORPORATE PARAPET WALLS AT MINIMUM OF THREE (3) FEET TO CONCEAL THE FLAT PORTIONS OF THE ROOF THAT ARE VISIBLE ON THE FRONT AND SIDE ELEVATIONS FROM ANY PUBLIC STREET. THE PARAPET MUST ALSO CONCEAL ANY HVAC OR OTHER UTILITY EQUIPMENT THAT MAY BE LOCATED ON THE ROOF OF A BUILDING.

8. BUILDING MATERIALS:
VIJ. BUILDING FINISHES SHALL BE IN THE FORM OF BRICK, MASONRY, STONE, STUCCO, WOOD OR CONCRETE SIDING, EIFS STUCCO (EXTERIOR INSULATION FINISH SYSTEMS) SHALL ONLY BE USED AS TRIM AT LEAST EIGHT (8) FEET FROM THE BASE OF THE BUILDING.
II. SLOPED ROOFS OR STRUCTURAL CANOPIES SHALL BE COVERED WITH ASPHALT SHINGLES, DIAMOND TAB ASPHALT SHINGLES, CLAY TILE, SLATE, CONCRETE TILE, STANDING SEAM METAL, CORRUGATED METAL, RIBBED METAL MATERIAL, WOOD SHAKES OR SHINGLES.
III. THE COLOR OF ROOF STACKS, FLASHING, VENTS, POWER EXHAUST FANS, AND METAL CHIMNEY CAPS SHALL BLEND WITH ROOF COLORS.
IV. A BUILDING CANOPY, AWNING, OR SIMILAR WEATHER PROTECTION MAY BE PROVIDED AND SHOULD PROJECT 3-5 FEET FROM THE FAçADE.
V. BUILDING MATERIALS AND COLORS SHALL BE SIMILAR TO THE MATERIALS ALREADY BEING USED IN THE NEIGHBORHOOD, OR IF DISSIMILAR MATERIALS ARE BEING PROPOSED, OTHER CHARACTERISTICS SUCH AS SCALE, PROPORTION, FORM, ARCHITECTURAL DETAILING, COLOR, AND TEXTURE SHALL BE USED TO ENSURE THAT ENOUGH SIMILARITY EXISTS FOR THE BUILDING TO RELATE TO THE REST OF THE NEIGHBORHOOD.
VI. FAçADE AND ROOF COLORS SHALL BE OF LOW REFLECTANCE EARTH TONE, MUTED, SUBTLE OR NEUTRAL COLORS. BUILDING TRIM MAY FEATURE BRIGHTER COLORS AS AN ACCENT MATERIAL ONLY, THE USE OF FLUORESCENT, DAY-GLOW OR NEON COLORS SHALL BE PROHIBITED.
VII. EXTERIOR METAL OR ALUMINUM SIDING ON BUILDINGS SHALL BE PROHIBITED AS A PRIMARY MATERIAL. VIII. FRONT AND SIDE YARD FENCES AND WALLS SHALL BE BRICK, STUCCO, WROUGHT IRON, STONE, OR MATERIALS SIMILAR IN APPEARANCE AND DURABILITY. MAXIMUM FENCE HEIGHT SHALL BE FIVE (5) FEET. YARD FENCES AND WALLS SHALL BE MADE OF BRICK, STUCCO, WROUGHT IRON, STONE, WOOD, OR SIMILAR MATERIALS. MAXIMUM FENCE HEIGHT SHALL BE EIGHT (8) FEET.

5. STREETSCAPE, LANDSCAPING AND BUFFER:

A. A 35-FOOT SETBACK WILL BE PROVIDED AS MEASURED FROM THE EXISTING OR PROPOSED RIGHT-OF-WAY OF CALDWELL DRIVE AS GENERALLY DEPICTED ON THE REZONING PLAN.

B. SIDE AND REAR YARDS AS REQUIRED BY THE R-8MF ZONING DISTRICT WILL BE PROVIDED AS GENERALLY DEPICTED ON THE REZONING PLAN.

C. ALONG THE SITE'S INTERNAL STREETS, THE PETITIONER WILL PROVIDE A SIDEWALK AND A CROSS-WALK NETWORK THAT LINKS ALL OF THE PRINCIPAL BUILDINGS ON THE SITE WITH ONE ANOTHER BY WAY OF LINKS TO SIDEWALKS ALONG THE ABUTTING PUBLIC AND PRIVATE STREETS AND/OR OTHER PEDESTRIAN FEATURES.

6. ENVIRONMENTAL FEATURES

A. THE LOCATION, SIZE, AND TYPE OF STORM WATER MANAGEMENT SYSTEMS DEPICTED ON THE REZONING PLAN ARE SUBJECT TO REVIEW AND APPROVAL AS PART OF THE FULL DEVELOPMENT PLAN SUBMITTAL AND ARE NOT IMPLICITLY APPROVED FROM AND ENGINEERING PERSPECTIVE WITH THIS REZONING. ADJUSTMENTS MAY BE NECESSARY IN ORDER TO ACCOMMODATE ACTUAL STORM WATER TREATMENT REQUIREMENTS AND NATURAL SITE DISCHARGE POINTS.

B. THE SITE WILL COMPLY WITH THE LAKE WYLIE WATER SHED CRITICAL AREA (LWWS-CA) REGULATIONS AND UTILIZE THE HIGH-DENSITY OPTION.

C. THE FOLLOWING MEASURES WILL BE IMPLEMENTED AS PART OF THE DEVELOPMENT OF THE SITE:

– HIGH HAZARD OR DOUBLE ROW SILT FENCING ALONG SURFACE WATER BODIES WILL BE UTILIZED. DEPENDING ON THE PROXIMITY OF WALLS AND FILL SLOPES TO THE LAKE, STREAMS, OR WETLANDS A MINIMUM OF TWO (2) ROWS OF HIGH HAZARD SILT FENCE WOULD BE USED, IN TIGHT AREAS OR ON LARGE FILL SLOPES SUPER SILT FENCE WILL BE UTILIZED.
– SKIMMERS WILL BE USED IN THE EROSION CONTROL BASINS TO CONTROL DRAW DOWN TIME AND TO ALLOW FOR GREATER EFFICIENCY FOR SETTLING.
– EROSION CONTROL BASINS WILL BE DESIGNED WITH EMERGENCY SPILLWAYS DESIGNED TO CARRY THE "Q" FOR A 25-YEAR EVENT. EACH BASIN WILL ALSO BE DESIGNED TO HAVE 25% MORE VOLUME FOR ENHANCED CAPACITY.
– INSTALL TEMPORARY SEEDING AND SLOPE DRAINS WITHIN SEVEN (7) DAYS AFTER GRADING.
– ALL FILL SLOPES, DIVERSION DITCHES AS WELL AS THE SLOPES ON THE EROSION CONTROL BASINS WILL BE MATTED WITH NAG SB75N MATTING OR EQUIVALENT.
– EROSION CONTROL MONITORING OF THE SITE WILL BE PROVIDED BY A THIRD PARTY CONTRACTED BY THE OWNER OR GENERAL CONTRACTOR.
– POLYACRYLAMIDES (PAM) SHALL BE USED TO REDUCE TURBIDITY AND SUSPENDED SOLIDS WHENEVER A SEDIMENT TRAP, BASIN, PIT, HOLE OR BUILDING FOUNDATION IS BEING PUMPED OUT TO REMOVE SEDIMENT LADEN WATER.

7. LANDSCAPING AND BUFFERS:

A. THE SITE WILL COMPLY WITH ARTICLE X LANDSCAPING & TREE PROTECTION OF THE ORDINANCE UNLESS INDICATED BELOW OR ON THE PROPOSED REZONING PLAN.

B. A BUFFER WILL NOT BE REQUIRED BETWEEN THE PROPOSED MULTI-FAMILY COMMUNITY AND THE PROPOSED RESTAURANT.

8. SIGNAGE:

A. SIGNAGE AS ALLOWED BY THE ORDINANCE MAY BE PROVIDED. THE SITE WILL BE VIEWED AS A PLANNED/UNIFIED DEVELOPMENT AS DEFINED BY THE ORDINANCE; CONSEQUENTLY USES LOCATED ON THE INTERIOR OF THE SITE MAY BE IDENTIFIED ON THE ALLOWED SIGNS FOR THE USE IN DEVELOPMENT AREAS A AND B, AND VICE-VERSA.

9. LIGHTING:

A. ALL NEW LIGHTING SHALL BE DECORATIVE, CAPPED, AND DOWNWARDLY DIRECTED.

B. DETACHED LIGHTING ON THE SITE, EXCEPT STREETLIGHTS LOCATED ALONG PUBLIC STREETS, WILL BE LIMITED TO 26 FEET IN HEIGHT.

10. FAIR SHARE CONTRIBUTION FOR THE SOUTH GATEWAY PS/FM PROJECT:

A. THE PETITIONER'S FAIR SHARE CONTRIBUTION TO THE SOUTH GATEWAY PUMP STATION/FORCE MAIN PROJECT HAS BEEN CALCULATED TO BE $157,271 BASED ON 37.5 GPM FROM THE PROPOSED APARTMENTS. IF THE TOTAL FLOW INCREASES OR DECREASES BASED ON CHANGES TO THE PLAN, THEN THE FAIR SHARE MAY CHANGE.

11. AMENDMENTS TO THE REZONING PLAN:

A. FUTURE AMENDMENTS TO THE REZONING PLAN (WHICH INCLUDES THESE DEVELOPMENT STANDARDS) MAY BE APPLIED FOR BY THE THEN OWNER OR OWNERS OF THE APPLICABLE DEVELOPMENT AREA OR PORTION OF THE SITE AFFECTED BY SUCH AMENDMENT IN ACCORDANCE WITH THE PROVISIONS HEREIN AND OF ARTICLE 14 OF THE ORDINANCE.

11. BINDING EFFECT OF THE REZONING APPLICATION:

A. IF THIS REZONING PETITION IS APPROVED, ALL CONDITIONS APPLICABLE TO THE DEVELOPMENT OF THE SITE IMPOSED UNDER THE REZONING PLAN WILL, UNLESS AMENDED IN THE MANNER PROVIDED HEREIN AND UNDER THE ORDINANCE, BE BINDING UPON AND INURE TO THE BENEFIT OF THE PETITIONER AND SUBSEQUENT OWNERS OF THE SITE AND THEIR RESPECTIVE HEIRS, DEVISEES, PERSONAL REPRESENTATIVES, SUCCESSORS IN INTEREST OR ASSIGNS.

SITE DEVELOPMENT DATA:	
ACREAGE:	± 32.39 ACRES
TAX PARCEL #S:	226178, 226181, AND 226182
EXISTING ZONING:	B-3 (LWWS-CA)
PROPOSED ZONING:	CD-COMMERCIAL MF (LWWS-CA)
EXISTING USES:	VACANT
PROPOSED USES:	MULTI-FAMILY RESIDENTIAL UNITS AND A RESTAURANT AS DESCRIBED IN MORE DETAIL IN SECTION 2 OF DEVELOPMENT STANDARDS.
MAXIMUM GROSS SQUARE FEET/ UNITS OF DEVELOPMENT:	UP TO 315 MULTI-FAMILY RESIDENTIAL DWELLING UNITS AND A RESTAURANT WITH NO LESS THAN 3,500 SQUARE FEET OF GROSS FLOOR AREA TOGETHER WITH ACCESSORY USES AS ALLOWED IN THE CD-COMMERCIAL-MF ZONING DISTRICT AS DESCRIBED IN MORE DETAIL IN SECTION 2 OF DEVELOPMENT STANDARDS.
MAXIMUM BUILDING HEIGHT:	BUILDING HEIGHT WILL BE MEASURED AS DEFINED BY THE ORDINANCE.
PARKING:	AS REQUIRED BY THE ORDINANCE WILL BE PROVIDED.

DESIGN RESOURCE GROUP
LANDSCAPE ARCHITECTURE
CIVIL ENGINEERING
TRANSPORTATION PLANNING
2459 Wilkinson Blvd, Ste 200 Charlotte, NC 28208
704.343.0608
www.drgrp.com

NORTH CAROLINA
DESIGN RESOURCE GROUP, P.A.
CORPORATE SEAL
C-95
C-2165
NCBELS

REZONING PETITION FOR PUBLIC HEARING 6-28-2021A

REZONING DOCUMENTS

MT. HOLLY
MOUNT HOLLY, NORTH CAROLINA

PENLER
42964 PEACHTREE RD NW, STE 275
ATLANTA, GA 30305
704.576.6500

DEVELOPMENT STANDARDS

SCALE: N.T.S.

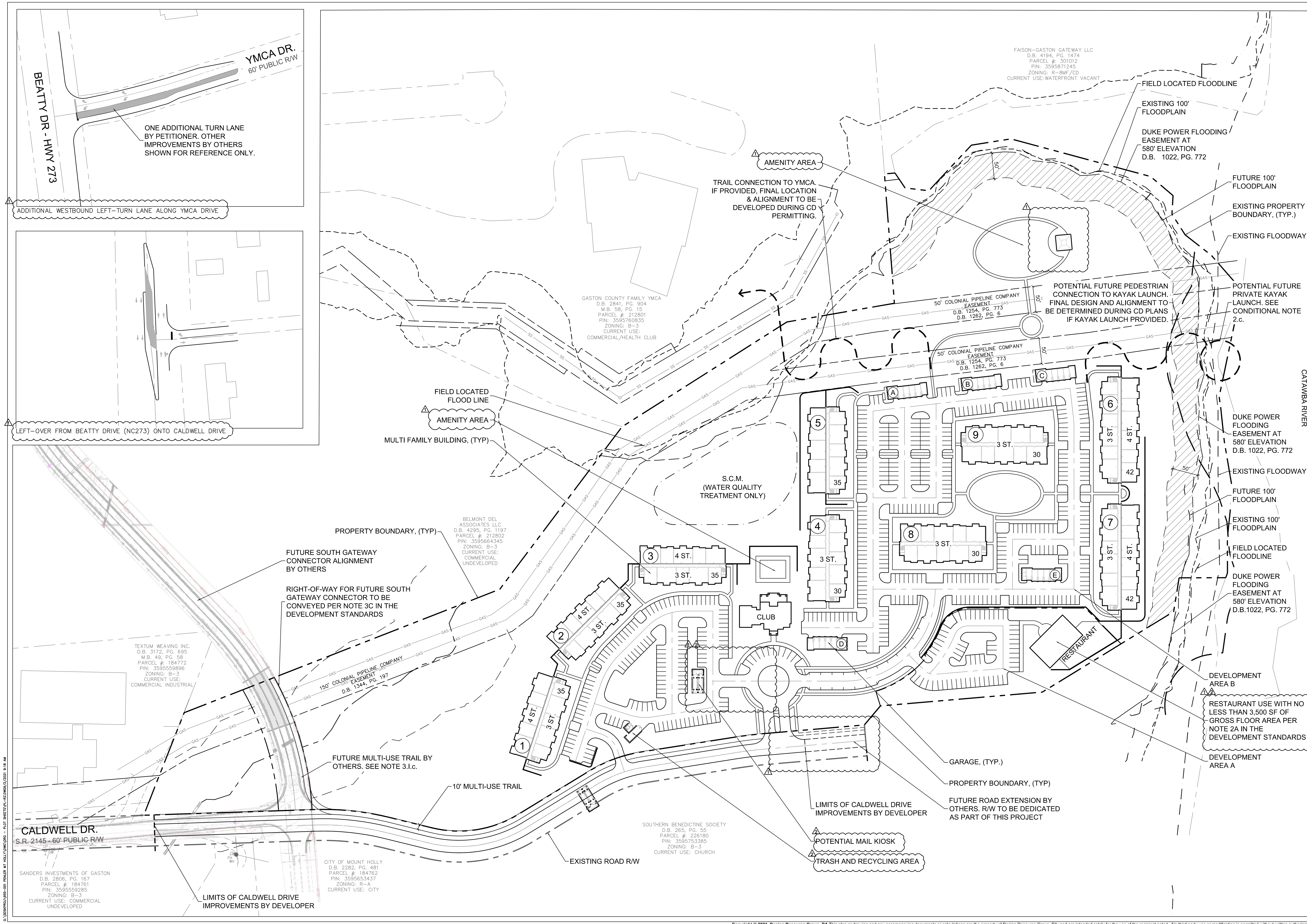
PROJECT #:	955-001
DRAWN BY:	DK
CHECKED BY:	TH

JUNE 25, 2021

REVISIONS:
1. AUGUST 11, 2021-PER STAFF COMMENTS
2. SEPTEMBER 1, 2021-PER STAFF COMMENTS

RZ1.00

G:\SDSKPROJ\955-001 PENLER MT HOLLY\DWG\DRG - PLOT SHEETS\PL-RZ.DWG9/2/2021 9:21 AM



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LANDSCAPE ARCHITECTURE
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ATLANTA, GA 30305
704.576.6500

SCHEMATIC SITE PLAN

SCALE: 1" = 80'

PROJECT #: 955-001
DRAWN BY: DK
CHECKED BY: TH

JUNE 25, 2021

REVISIONS:
1. AUGUST 11, 2021-PER STAFF COMMENTS
2. SEPTEMBER 1, 2021-PER STAFF COMMENTS

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DYNAMIK
DESIGN

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SCALE: 1" = 80'

AUGUST 10, 2021

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