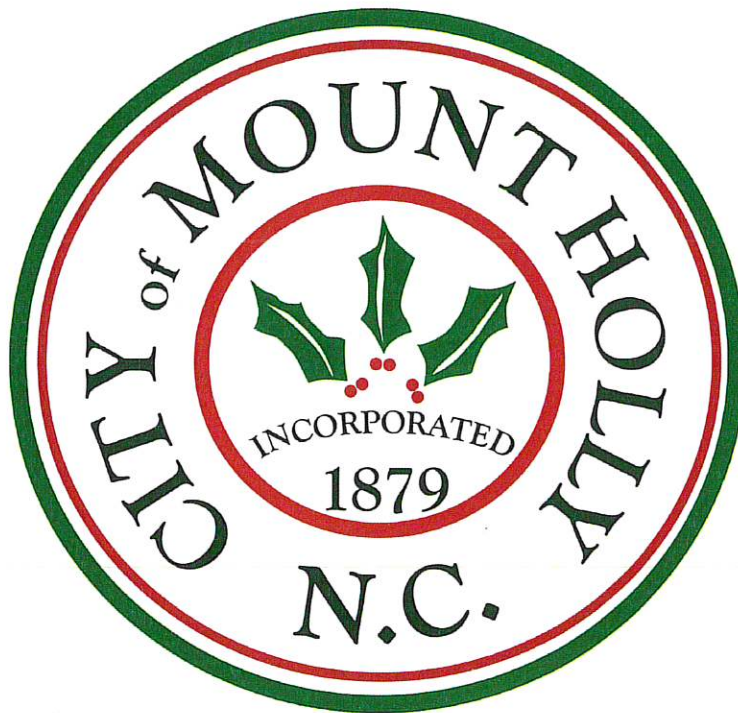




August 26, 2013
Council Work Session Meeting

Mayor Bryan Hough
Mayor Pro-Tem David Moore
Councilman Jerry Bishop
Councilwoman Carolyn Breyare
Councilman J. Jason Gowen
Councilman Jim Hope
Councilman Perry Toomey
Kemp Michael, City Attorney
Danny Jackson, City Manager

**CITY OF MOUNT HOLLY
MOUNT HOLLY CITY COUNCIL WORK SESSION
Location: Council Chambers**



**August 26, 2013
6:30 P.M.**

CALL TO ORDER BY THE MAYOR

INVOCATION

SET THE AGENDA

AGENDA

- | | |
|--|----------------------|
| 1. Discussion of the Gaston-Cleveland-Lincoln MPO MOU | <i>Brian DuPont</i> |
| 2. Discussion of I85 Rider Express | <i>Brian DuPont</i> |
| 3. Consideration and Approval of the 2040 Metropolitan Transportation Plan | <i>Brian DuPont</i> |
| 4. Update on Business Recycling Program | <i>Mike Santmire</i> |
| 5. Consideration and Approval of Wells Fargo Land Donation | <i>Kemp Michael</i> |
| 6. Closed Session (N.C.G.S. 143-318.11(a)(5)) | |
| 7. Adjourn | |



City of Mount Holly Action Agenda Item

To: City Council	Date: 8-20-13
From: Brian DuPont	Meeting Date: 8-26-13
Agenda Item to be considered: Review and Adoption of amended MOU to participate in the Gaston-Cleveland-Lincoln MPO	
Will this require a public hearing? ☐ YES ☒ NO	
Background/Purpose of Request: At the August 12 th Council meeting this item was pulled from the consent agenda based on new information that Council and staff were not aware of until that night. The Gaston MPO originally requested the adoption of the Memorandum of Understanding with amendments to the MOU. Now there are two different MOUs that Mount Holly must choose to adopt.	
1st MOU: This MOU is the same as included at the last meeting, which would allow membership to include jurisdictions in both Cleveland and Lincoln Counties. Voting members municipalities are not required to appoint elected officials as representatives to the Transportation Advisory Committee (TAC).	
What has changed? Mount Holly will still receive the same transportation planning services under the amended MOU, but with a larger MPO membership the cost share of funding based on % of total population will be reduced from 6.4% to 3.6%. Basically, we will receive the same services at a reduced cost.	
2nd MOU: This MOU includes the amendment of membership to include jurisdictions in both Cleveland and Lincoln Counties with the addition that voting member municipalities are required to appoint elected officials as representatives to the Transportation Advisory Committee (TAC).	
What has changed? The additional amendment does not affect Mount Holly as our current TAC representatives are elected officials, but what this amendment does do is restrict smaller municipalities that do not have the resources to appoint two elected officials. Currently, the MPO is approaching all 17 member units of government for MOU adoption. A chart of the voting member jurisdictions and their MOU selection is attached.	
Also, the Gaston Urban Area MPO will be changing the name. At this time, the new MPO will be called the Gaston-Cleveland-Lincoln MPO.	
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: <u>Recommend adoption of the MPO's amended 1st MOU that does not restrict TAC membership.</u>	
Result of City Council Decision:	
Attachments:	
1. List of Jurisdictions with MOU selection	
2. 1 st Memorandum of Understanding	
3. 2 nd Memorandum of Understanding	

MPO Jurisdiction MOUs Approved as of 8/21/13

Local Government	Approved 1 st MOU	Approved 2 nd MOU
Belmont		
Bessemer City		
Boiling Springs		
Cherryville		
Cramerton		
Dallas	X	
Gastonia		X
Kings Mountain		
Lincolnton		
Lowell		X
Mount Holly		
Ranlo		X
Shelby		X
Stanley		
Cleveland County		
Gaston County		X
Lincoln County		X

1st MOU

MEMORANDUM OF UNDERSTANDING

for

**CONTINUING, COOPERATIVE, AND COMPREHENSIVE
TRANSPORTATION PLANNING**

including

THE GOVERNOR OF THE STATE OF NORTH CAROLINA, THE CITY OF BELMONT, THE CITY OF BESSEMER CITY, THE TOWN OF BOILING SPRINGS, THE CITY OF CHERRYVILLE, THE TOWN OF CRAMERTON, THE TOWN OF DALLAS, THE CITY OF GASTONIA, THE CITY OF KINGS MOUNTAIN, THE CITY OF LINCOLNTON, THE CITY OF LOWELL, THE CITY OF MOUNT HOLLY, THE TOWN OF RANLO, THE CITY OF SHELBY, THE TOWN OF STANLEY, THE COUNTY OF CLEVELAND (THE TOWN OF BELWOOD, THE TOWN OF CASAR, TOWN OF EARL, TOWN OF FALLSTON, THE TOWN OF GROVER, TOWN OF KINGSTOWN, THE TOWN OF LATTIMORE, THE TOWN OF LAWNDALE, THE TOWN OF MOORESBORO, THE TOWN OF PATTERSON SPRINGS, THE TOWN OF POLKVILLE, AND THE TOWN OF WACO), THE COUNTY OF GASTON (INCLUDING THE TOWN OF DELLVIEW, THE TOWN OF HIGH SHOALS, THE TOWN OF MCADENVILLE, THE TOWN OF SPENCER MOUNTAIN), THE COUNTY OF LINCOLN (INCLUDING THE TOWN OF MAIDEN), AND THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (THE STATE), IN COOPERATION WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION (Hereinafter referred to as the Municipalities, the Counties and the State)

WITNESSETH THAT

WHEREAS, each MPO is required to develop a Metropolitan Transportation Plan in cooperation with NCDOT and in accordance with 23 U.S.C. § 134, any subsequent amendments to that statute, and any implementing regulations; and a Metropolitan Transportation Plan as per Chapter 136, Article 3A, Section 136-66.2(a) of the General Statutes of North Carolina; and

WHEREAS, the Metropolitan Transportation Plan, once adopted shall serve as the basis for future transportation improvements within the MPO; and

WHEREAS, it is the desire of these parties that all prior Memoranda of Understanding between the parties be superseded and replaced by this Memorandum of Understanding;

NOW THEREFORE the following Memorandum of Understanding is made:

SECTION 1

It is hereby agreed that the Municipalities, the Counties and the State in cooperation with the United States Department of Transportation will participate in a continuing, cooperative, and comprehensive transportation planning process, with responsibilities and undertakings as related in the following paragraphs.

1. The Gaston - Cleveland - Lincoln Metropolitan Planning Organization shall include the governing boards of the Municipalities, the Counties, an MPO Transportation Policy Board hereinafter defined as the MPO Board, and a Technical Coordinating Committee hereinafter defined.
2. The area involved shall be comprised of the Gastonia, NC-SC Urbanized Area as defined by the United States Department of Commerce, Bureau of the Census, plus that area beyond the existing Urbanized Area boundary that is expected to become urbanized within a twenty-year planning period (pursuant to agreements with surrounding Metropolitan Planning Organizations and local governments). This planning area is hereinafter referred to as the Metropolitan Planning Area (MPA).
3. The Urbanized Area Boundary and the MPA shall be periodically reviewed and revised in light of new developments and basic data projections for the current planning period.
4. The continuing transportation planning process shall be a cooperative one, and all planning discussions shall be reflective of and responsive to the programs of the North Carolina Department of Transportation and to the comprehensive plans for growth and development of the municipalities and the counties.
5. The continuing transportation planning process will be in accordance with the intent, procedures, and programs of Title VI of the Civil Rights Act of 1964, as amended.
6. Transportation policy decisions within the Gaston - Cleveland - Lincoln MPO are the responsibility of the Municipalities and the Counties and the State.
7. Transportation plans and programs and land-use policies and programs for the MPO which have regional impacts will be coordinated with contiguous MPO's and RPO's.
8. The MPO Board is hereby established with the responsibility for serving as a forum for cooperative transportation planning and decision making for the Metropolitan Planning Organization. The MPO Board shall consist of representatives appointed by the Municipalities, the Counties and the State. The MPO Board members shall have the responsibility for keeping their respective policy boards informed of the status and requirements of the transportation planning process; assisting in the dissemination and clarification of the decisions, inclinations, and policies of their respective policy boards; and ensuring meaningful citizen participation in the transportation planning process.

The MPO Board shall be responsible for carrying out the provisions of 23 U.S.C. 134; Sections 5 (1) and 8 (a) and 8 (c) of the Federal Transit Act of 1964, as amended; and 49 U.S.C. 1604 (1) and 1607 (a) and 1607 (c); including:

- A. Review and approval of a Prospectus for transportation planning which defines work tasks and responsibilities for the various agencies participating in the transportation planning process;
- B. Review and approval of the transportation Unified Planning Work Program;
- C. Review and approval of the State Transportation Improvement Program (STIP) and the local Transportation Improvement Program (TIP) for multimodal capital and operating expenditures to ensure coordination between local and State capital and operating improvement programs;
- D. Review, approval and endorsement of changes to the Federal-Aid Functional Classification System and Metropolitan Planning Area Boundary;
- E. Review and approval of changes to the Metropolitan Transportation Plan (MTP) and Comprehensive Transportation Plan (CTP). As required by North Carolina General Statute 136-66.2(d), revisions to the CTP must be jointly approved by the MPO and the North Carolina Department of Transportation;
- F. Establishment of goals and objectives for the transportation planning process reflective of and responsive to comprehensive plans for growth and development in the Gaston - Cleveland - Lincoln MPO;
- G. The MPO Board shall review and approve related transportation planning products for the non-attainment area in conformance with federal regulations;
- H. Development and approval of MPO Board Bylaws for the purpose of establishing a quorum, officers, and operating policies and procedures.

The voting membership of the MPO Board shall be composed of the following 19 representatives:

- a. One member from the City of Belmont
- b. One member from the City of Bessemer City
- c. One member from the Town of Boiling Springs
- d. One member from the City of Cherryville
- e. One member from the Town of Cramerton
- f. One member from the Town of Dallas
- g. Two members from the City of Gastonia
- h. One member from the City of Kings Mountain
- i. One member from the City of Lincolnton
- j. One member from the City of Lowell
- k. One member from the City of Mount Holly
- l. One member from the Town of Ranlo
- m. One member from the City of Shelby
- n. One member from the Town of Stanley
- o. One member from the County of Cleveland
- p. One member from the County of Gaston

- q. One member from the County of Lincoln
- r. One member from the NC Board of Transportation

In addition, one representative from each of the following bodies may serve as non-voting members:

- a. Town of Belwood
- b. Town of Casar
- c. Town of Dellview
- d. Town of Earl
- e. Town of Fallston
- f. Town of Grover
- g. Town of High Shoals
- h. Town of Kingstown
- i. Town of Lattimore
- j. Town of Lawndale
- k. Town of Maiden
- l. Town of McAdenville
- m. Town of Mooresboro
- n. Town of Patterson Springs
- o. Town of Polkville
- p. Town of Spencer Mountain
- q. Town of Waco
- r. Chambers of Commerce
- s. North Carolina Turnpike Authority
- t. Federal Highway Administration, North Carolina Division
- u. Federal Transit Administration, Region IV

The MPO Board shall meet as often as deemed appropriate and advisable. Meetings shall be regulated within the Board Bylaws. On the basis of a majority vote of its membership, the Board may appoint a member of the Board to act as Chair with the responsibility for coordination of the Board's activities and a member to act as a Vice-Chair to fulfill Chair duties in the absence of the Chair. A member of the staff of the Lead Planning Agency shall serve as Secretary to the Board. The Board/TPB shall appoint, from time to time, such subcommittees as needed for the efficient operation of that body.

9. A TECHNICAL COORDINATING COMMITTEE (TCC) shall be established with the responsibility for general review, guidance, and coordination of the transportation planning process for the MPO and for making recommendations to the respective local and State governmental agencies and to the MPO Board regarding any necessary actions relating to the continuing transportation planning process. The TCC shall be responsible for the development, review, and recommendations for the Prospectus, Unified Planning Work Program, STIP, MTIP, Urbanized Area Boundary, MPA, Federal-Aid Urban

System, CTP, and MTP. The TCC shall also be responsible for promoting citizen participation in the planning process and preparing documentation reports for transportation studies.

Membership of the TCC shall include technical representation from local and State agencies directly related to and concerned with the transportation planning process for the MPO. Voting membership shall be comprised of the following 28 representatives:

- | | |
|---|---------------------|
| A. City of Belmont | (1 Representative) |
| B. City of Bessemer City | (1 Representative) |
| C. Town of Boiling Springs | (1 Representative) |
| D. City of Cherryville | (1 Representative) |
| E. Town of Cramerton | (1 Representative) |
| F. Town of Dallas | (1 Representative) |
| G. City of Gastonia | (3 Representatives) |
| H. City of Kings Mountain | (1 Representative) |
| I. City of Lincolnton | (1 Representative) |
| J. Lincoln County | (1 Representative) |
| K. City of Lowell | (1 Representative) |
| L. City of Mount Holly | (1 Representative) |
| M. Town of Ranlo | (1 Representative) |
| N. Town of Stanley | (1 Representative) |
| O. City of Shelby | (1 Representative) |
| P. County of Cleveland | (1 Representative) |
| Q. County of Gaston | (1 Representative) |
| R. County of Lincoln | (1 Representative) |
| S. Gastonia Transit | (1 Representative) |
| T. Gaston County ACCESS | (1 Representative) |
| U. Cleveland County Economic Development Partnership | (1 Representative) |
| V. Gaston Economic Development Commission | (1 Representative) |
| W. Lincoln Economic Development Association | (1 Representative) |
| X. NCDOT, Transportation Planning Branch | (1 Representative) |
| Y. NCDOT, Division 12 | (1 Representative) |
| Z. NCDOT, Public Transportation Division | (1 Representative) |
| AA. Transportation Administration of Cleveland County | (1 Representative) |
| BB. Transportation Lincoln County | (1 Representative) |

In addition, one representative from each of the following bodies may serve as non-voting members:

- a. Town of Belwood
- b. Town of Casar

- c. Town of Dellview
- d. Town of Earl
- e. Town of Fallston
- f. Town of Grover
- g. Town of High Shoals
- h. Town of Kingstown
- i. Town of Lattimore
- j. Town of Lawndale
- k. Town of Maiden
- l. Town of McAdenville
- m. Town of Mooresboro
- n. Town of Patterson Springs
- o. Town of Polkville
- p. Town of Spencer Mountain
- q. Town of Waco
- r. Gaston College
- s. Cleveland Community College
- t. Belmont Abbey College
- u. Gardner Webb University
- v. Centralina Council of Governments
- w. NCDOT, Rail Division
- x. NCDOT, Bicycle/Pedestrian Division
- y. NCDOT, Aviation Division
- z. NCDOT, Public Transportation Division
- aa. Federal Highway Administration, North Carolina Division
- bb. Federal Transit Administration, Region IV

Municipalities with less than 1,000 residents in the MPA according to the most recent decennial Census are represented by their respective County member representatives in voting procedures and per capita cost share allocation payments.

The TCC shall meet as often as deemed appropriate and advisable. Meetings procedures shall be regulated within the TCC Bylaws. The TCC shall serve as the primary means for citizen input to the continuing transportation planning process. During transportation plan re-evaluation, citizen involvement in the planning process shall be encouraged in the goals and objectives and in the plan formation stages. This citizen involvement shall be obtained through goals-and-objectives surveys, neighborhood forums, public hearings, or other procedures deemed appropriate and advisable.

10. The MPO Board shall develop and maintain a process of public input in compliance with Federal and State laws and regulations. The process shall be periodically reviewed to

ensure the maximum participation from the public. The method of public participation shall assure appropriate participation from the disabled and minority communities.

SECTION 2

It is further agreed that the subscribing agencies shall have the following responsibilities:

1. CITY OF GASTONIA

The City of Gastonia shall serve as the LEAD PLANNING AGENCY for the transportation planning process in the MPO and shall assist in this transportation planning process by providing the other participants to this agreement with transportation planning assistance. The Lead Planning Agency shall coordinate highway, public transportation, and alternative systems planning to maximize the utilization of federal, state, and local resources. In this role, the Lead Planning Agency shall encourage the maximum participation from the public and governmental agencies to ensure ongoing, cooperative transportation programs. The Lead Planning Agency shall provide staff assistance in a fair and uniform manner through the annual Unified Planning Work Program, and all federal-aid planning grant funds available shall be expended in accordance with the Unified Planning Work Program. Additionally, the Lead Planning Agency shall review and advise zoning and subdivision approvals within the MPA, in accordance with the adopted MTP and CTP.

2. MUNICIPALITIES AND COUNTIES

Municipalities and counties shall assist in the transportation planning process by providing planning assistance, data, and inventories in accordance with the Prospectus. Additionally, they shall coordinate zoning and subdivision approval within their jurisdictions in accordance with the adopted MTP.

3. NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

The Department shall assist in the transportation planning process by providing planning assistance, data, and inventories in accordance with the Prospectus. The Department, to the fullest extent possible and as permitted by existing State and Federal regulations, shall provide assistance in the protection of necessary rights-of-way for those thoroughfares designated on the adopted MTP.

SECTION 3

The Municipalities and counties that serve as voting members of the MPO Board and TCC shall participate in funding the local match portion of the cost of the annual Unified Planning Work Program, as approved by the MPO Board. The local match portion is that which is not covered by federal or state funding. The local match portion share to be paid by each voting member government will be based upon its pro rata share of population within the MPO utilizing the most recent U.S. decennial census data. In addition to the population of unincorporated areas, County populations shall also include the population of all incorporated areas of jurisdictions under 1,000. This local match portion share shall be invoiced in arrears on a quarterly basis by the City of Gastonia, acting as Lead Planning Agency, and as recipient of the federal planning funds distributed by the North Carolina Department of Transportation.

If any voting member government does not pay its full share of the local match portion of the Unified Planning Work Program as calculated above, the City of Gastonia, acting as Lead Planning Agency, shall cover the balance of this member's share in addition to its own. Voting member governments not paying their full local match portion share for three (3) quarters, (consecutive or non-consecutive) shall lose voting privileges until the three outstanding payments and current quarter's payment are received in full. Once a delinquent voting member government remits its outstanding local match portion share, the City of Gastonia shall be reimbursed.

In addition to the local match portion share, MPO member governments may also voluntarily contribute additional funds for other purposes such as to participate in funding the costs of special studies, or other specialized services as mutually agreed upon.

SECTION 4

This agreement remains in effect until the Gaston - Cleveland - Lincoln MPO is re-designated under 23 U.S.C. 134(d) (5), or the agreement is voided by mutual consent. Parties to this Memorandum of Understanding may terminate their participation in the continuing transportation planning process by giving written notice to the other parties thirty (30) days prior to the date of termination.

SECTION 5

This Memorandum of Understanding supersedes and replaces any prior Memorandum(s) of Understanding between the parties regarding the Gaston - Cleveland - Lincoln MPO.

SECTION 6

In witness thereof, the parties of this Memorandum of Understanding have been authorized by appropriate and proper resolutions to sign the same, Mayors of voting member municipalities County Commission Chairs and the North Carolina Department of Transportation Secretary, this the ____ day of _____, 2013.

APPENDIX A

VOTING MEMBER POPULATIONS		
<u>Member Jurisdiction</u>	<u>MPA Population (2010)</u>	<u>% of Total</u>
Belmont	10,076	2.6%
Bessemer City	5,340	1.4%
Boiling Springs	4,647	1.2%
Cherryville	5,760	1.5%
Cleveland County	63,866	16.7%
Cramerton	4,165	1.2%
Dallas	4,488	1.2%
Gaston County	79,290	20.7%
Gastonia	71,741	18.8%
Kings Mountain	10,296	2.7%
Lincoln County	67,779	17.7%
Lincolnton	10,486	2.7%
Lowell	3,526	0.9%
Mount Holly	13,656	3.6%
Ranlo	3,434	0.9%
Shelby	20,323	5.3%
Stanley	3,556	0.9%
Total	382,429	100.0%
Source: U.S. Census Bureau, 2010 Census		

APPENDIX B

NON-VOTING MEMBER POPULATIONS	
Jurisdiction	MPA Population (2010)
Belwood	950
Casar	297
Dellview	13
Earl	260
Fallston	607
Grover	708
High Shoals	696
Kingstown	681
Lattimore	488
Lawndale	606
Maiden	2
McAdenville	651
Mooresboro	311
Patterson Springs	622
Polkville	545
Spencer Mountain	37
Waco	321
Source: U.S. Census Bureau, 2010 Census	

(Seal)

CITY OF BELMONT

Clerk By _____
Mayor

Resolution Date _____

(Seal)

CITY OF BESSEMER CITY

Clerk By _____
Mayor

Resolution Date _____

(Seal)

TOWN OF BOILING SPRINGS

Clerk By _____
Mayor

Resolution Date _____

(Seal)

CITY OF CHERRYVILLE

Clerk By _____
Mayor

Resolution Date _____

(Seal)

TOWN OF CRAMERTON

Clerk By _____
Mayor

Resolution Date _____

(Seal)

TOWN OF DALLAS

Clerk By _____
Mayor

Resolution Date _____

(Seal)

CITY OF GASTONIA

Clerk By _____
Mayor

Resolution Date _____

(Seal)

CITY OF KINGS MOUNTAIN

Clerk By _____
Mayor

Resolution Date _____

(Seal)

CITY OF LINCOLNTON

Clerk By _____
Mayor

Resolution Date _____

(Seal)

CITY OF LOWELL

Clerk By _____
Mayor

Resolution Date _____

(Seal)

CITY OF MOUNT HOLLY

Clerk By _____
Mayor

Resolution Date _____

(Seal)

TOWN OF RANLO

Clerk By _____
Mayor

Resolution Date _____

(Seal)

TOWN OF SHELBY

Clerk By _____
Mayor

Resolution Date _____

(Seal)

TOWN OF STANLEY

Clerk By _____
Mayor

Resolution Date _____

(Seal)

COUNTY OF CLEVELAND

Clerk By _____
Chair, Ronald J. Hawkins

Resolution Date _____

(Seal)

COUNTY OF GASTON

Clerk By _____
Chair, Mickey Price

Resolution Date _____

(Seal)

COUNTY OF LINCOLN

Clerk By _____
Chairman

Resolution Date _____

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

By _____
Secretary of Transportation

2nd MOU

MEMORANDUM OF UNDERSTANDING

for

CONTINUING, COOPERATIVE, AND COMPREHENSIVE TRANSPORTATION PLANNING

including

THE GOVERNOR OF THE STATE OF NORTH CAROLINA, THE CITY OF BELMONT, THE CITY OF BESSEMER CITY, THE TOWN OF BOILING SPRINGS, THE CITY OF CHERRYVILLE, THE TOWN OF CRAMERTON, THE TOWN OF DALLAS, THE CITY OF GASTONIA, THE CITY OF KINGS MOUNTAIN, THE CITY OF LINCOLNTON, THE CITY OF LOWELL, THE CITY OF MOUNT HOLLY, THE TOWN OF RANLO, THE CITY OF SHELBY, THE TOWN OF STANLEY, THE COUNTY OF CLEVELAND (THE TOWN OF BELWOOD, THE TOWN OF CASAR, TOWN OF EARL, TOWN OF FALLSTON, THE TOWN OF GROVER, TOWN OF KINGSTOWN, THE TOWN OF LATTIMORE, THE TOWN OF LAWDALE, THE TOWN OF MOORESBORO, THE TOWN OF PATTERSON SPRINGS, THE TOWN OF POLKVILLE, AND THE TOWN OF WACO), THE COUNTY OF GASTON (INCLUDING THE TOWN OF DELLVIEW, THE TOWN OF HIGH SHOALS, THE TOWN OF MCADENVILLE, THE TOWN OF SPENCER MOUNTAIN), THE COUNTY OF LINCOLN (INCLUDING THE TOWN OF MAIDEN), AND THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (THE STATE), IN COOPERATION WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION (Hereinafter referred to as the Municipalities, the Counties and the State)

Formatted: Font: Bold

Formatted: Font: Bold

Formatted: Font: Bold

Formatted: Font: Bold

WITNESSETH THAT

WHEREAS, each MPO is required to develop a Metropolitan Transportation Plan in cooperation with NCDOT and in accordance with 23 U.S.C. § 134, any subsequent amendments to that statute, and any implementing regulations; and a Metropolitan Transportation Plan as per Chapter 136, Article 3A, Section 136-66.2(a) of the General Statutes of North Carolina; and

WHEREAS, the Metropolitan Transportation Plan, once adopted shall serve as the basis for future transportation improvements within the MPO; and

WHEREAS, it is the desire of these parties that all prior Memoranda of Understanding between the parties be superseded and replaced by this Memorandum of Understanding;

NOW THEREFORE the following Memorandum of Understanding is made:

SECTION 1

It is hereby agreed that the Municipalities, the Counties and the State in cooperation with the United States Department of Transportation will participate in a continuing, cooperative, and comprehensive transportation planning process, with responsibilities and undertakings as related in the following paragraphs.

1. The Gaston - Cleveland - Lincoln Metropolitan Planning Organization shall include the governing boards of the Municipalities, the Counties, an MPO Transportation Policy Board hereinafter defined as the MPO Board, and a Technical Coordinating Committee hereinafter defined.
2. The area involved, shall be comprised of the Gastonia, NC-SC Urbanized Area as defined by the United States Department of Commerce, Bureau of the Census, plus that area beyond the existing Urbanized Area boundary that is expected to become urbanized within a twenty-year planning period (pursuant to agreements with surrounding Metropolitan Planning Organizations and local governments). This planning area is hereinafter referred to as the Metropolitan Planning Area (MPA).
3. The Urbanized Area Boundary and the MPA shall be periodically reviewed and revised in light of new developments and basic data projections for the current planning period.
4. The continuing transportation planning process shall be a cooperative one, and all planning discussions shall be reflective of and responsive to the programs of the North Carolina Department of Transportation and to the comprehensive plans for growth and development of the municipalities and the counties.
5. The continuing transportation planning process will be in accordance with the intent, procedures, and programs of Title VI of the Civil Rights Act of 1964, as amended.
6. Transportation policy decisions within the Gaston - Cleveland - Lincoln MPO are the responsibility of the Municipalities and the Counties and the State.
7. Transportation plans and programs and land-use policies and programs for the MPO which have regional impacts will be coordinated with contiguous MPO's and RPO's.
8. The MPO Board is hereby established with the responsibility for serving as a forum for cooperative transportation planning and decision making for the Metropolitan Planning Organization. The MPO Board shall consist of representatives appointed by the Municipalities, the Counties and the State of the Municipalities, Counties and State as set forth below. Representatives of voting member Municipalities and Counties shall be elected officials appointed by their respective governing bodies. Non voting members of the MPO Board need not be elected officials. The MPO Board members shall have the responsibility for keeping their respective policy boards informed of the status and requirements of the transportation planning process; assisting in the dissemination and clarification of the decisions, inclinations, and policies of their respective policy boards; and ensuring meaningful citizen participation in the transportation planning process.

Formatted: Not Highlight

Formatted: Not Highlight

Formatted: Indent: Left: 0.25", Space Before: 12 pt

The MPO Board shall be responsible for carrying out the provisions of 23 U.S.C. 134; Sections 5 (1) and 8 (a) and 8 (c) of the Federal Transit Act of 1964, as amended; and 49 U.S.C. 1604 (1) and 1607 (a) and 1607 (c); including:

- A. Review and approval of a Prospectus for transportation planning which defines work tasks and responsibilities for the various agencies participating in the transportation planning process;
- B. Review and approval of the transportation Unified Planning Work Program;
- C. Review and approval of the State Transportation Improvement Program (STIP) and the local Transportation Improvement Program (TIP) for multimodal capital and operating expenditures to ensure coordination between local and State capital and operating improvement programs;
- D. Review, approval and endorsement of changes to the Federal-Aid Functional Classification System and Metropolitan Planning Area Boundary;
- E. Review and approval of changes to the Metropolitan Transportation Plan (MTP) and Comprehensive Transportation Plan (CTP). As required by North Carolina General Statute 136-66.2(d), revisions to the CTP must be jointly approved by the MPO and the North Carolina Department of Transportation;
- F. Establishment of goals and objectives for the transportation planning process reflective of and responsive to comprehensive plans for growth and development in the Gaston - Cleveland - Lincoln MPO;
- G. The MPO Board shall review and approve related transportation planning products for the non-attainment area in conformance with federal regulations;
- H. Development and approval of MPO Board Bylaws for the purpose of establishing a quorum, officers, and operating policies and procedures.

Formatted: Underline

Formatted: No underline

The voting membership of the MPO Board shall be composed of the following 19 representatives:

- a. One member from the City of Belmont
- b. One member from the City of Bessemer City
- c. One member from the Town of Boiling Springs
- d. One member from the City of Cherryville
- e. One member from the Town of Cramerton
- f. One member from the Town of Dallas
- g. Two members from the City of Gastonia
- h. One member from the City of Kings Mountain
- i. One member from the City of Lincolnton
- j. One member from the City of Lowell
- k. One member from the City of Mount Holly
- l. One member from the Town of Randle
- m. One member from the City of Shelby

- n. One member from the Town of Stanley
- o. One member from the County of Cleveland
- p. One member from the County of Gaston
- q. One member from the County of Lincoln
- r. One member from the NC Board of Transportation

In addition, one representative from each of the following bodies may serve as non-voting members:

- a. Town of Belwood
- b. Town of Casar
- c. Town of Dellview
- d. Town of Earl
- e. Town of Fallston
- f. Town of Grover
- g. Town of High Shoals
- h. Town of Kingstown
- i. Town of Lattimore
- j. Town of Lawndale
- k. Town of Maiden
- l. Town of McAdenville
- m. Town of Mooresboro
- n. Town of Patterson Springs
- o. Town of Polkville
- p. Town of Spencer Mountain
- q. Town of Waco
- r. Chambers of Commerce
- s. North Carolina Turnpike Authority
- t. Federal Highway Administration, North Carolina Division
- u. Federal Transit Administration, Region IV

The MPO Board shall meet as often as deemed appropriate and advisable. Meetings shall be regulated within the Board Bylaws. On the basis of a majority vote of its membership, the Board may appoint a member of the Board to act as Chair with the responsibility for coordination of the Board's activities and a member to act as a Vice-Chair to fulfill Chair duties in the absence of the Chair. A member of the staff of the Lead Planning Agency shall serve as Secretary to the Board. The BoardTPB shall appoint, from time to time, such subcommittees as needed for the efficient operation of that body.

Formatted: No underline

- 9. A TECHNICAL COORDINATING COMMITTEE (TCC) shall be established with the responsibility for general review, guidance, and coordination of the transportation planning process for the MPO and for making recommendations to the respective local and State governmental agencies and to the MPO Board regarding any necessary actions

relating to the continuing transportation planning process. The TCC shall be responsible for the development, review, and recommendations for the Prospectus, Unified Planning Work Program, STIP, MTIP, Urbanized Area Boundary, MPA, Federal-Aid Urban System, CTP, and MTP. The TCC shall also be responsible for promoting citizen participation in the planning process and preparing documentation reports for transportation studies.

Formatted: No underline

Membership of the TCC shall include technical representation from local and State agencies directly related to and concerned with the transportation planning process for the MPO. Voting membership shall be comprised of the following 28 representatives:

A. City of Belmont	(1 Representative)
B. City of Bessemer City	(1 Representative)
C. Town of Boiling Springs	(1 Representative)
D. City of Cherryville	(1 Representative)
E. Town of Cramerton	(1 Representative)
F. Town of Dallas	(1 Representative)
G. City of Gastonia	(3 Representatives)
H. City of Kings Mountain	(1 Representative)
I. City of Lincolnton	(1 Representative)
J. Lincoln County	(1 Representative)
K. City of Lowell	(1 Representative)
L. City of Mount Holly	(1 Representative)
M. Town of Ranlo	(1 Representative)
N. Town of Stanley	(1 Representative)
O. City of Shelby	(1 Representative)
P. County of Cleveland	(1 Representative)
Q. County of Gaston	(1 Representative)
R. County of Lincoln	(1 Representative)
S. Gastonia Transit	(1 Representative)
T. Gaston County ACCESS	(1 Representative)
U. Cleveland County Economic Development Partnership	(1 Representative)
V. Gaston Economic Development Commission	(1 Representative)
W. Lincoln Economic Development Association	(1 Representative)
X. NCDOT, Transportation Planning Branch	(1 Representative)
Y. NCDOT, Division 12	(1 Representative)
Z. NCDOT, Public Transportation Division	(1 Representative)
AA. Transportation Administration of Cleveland County	(1 Representative)
BB. Transportation Lincoln County	(1 Representative)

In addition, one representative from each of the following bodies may serve as non-voting members:

- a. Town of Belwood
- b. Town of Casar
- c. Town of Dellview
- d. Town of Earl
- e. Town of Fallston
- f. Town of Grover
- g. Town of High Shoals
- h. Town of Kingstown
- i. Town of Lattimore
- j. Town of Lawndale
- k. Town of Maiden
- l. Town of McAdenville
- m. Town of Mooresboro
- n. Town of Patterson Springs
- o. Town of Polkville
- p. Town of Spencer Mountain
- q. Town of Waco
- r. Gaston College
- s. Cleveland Community College
- t. Belmont Abbey College
- u. Gardner Webb University
- v. Centralina Council of Governments
- w. NCDOT, Rail Division
- x. NCDOT, Bicycle/Pedestrian Division
- y. NCDOT, Aviation Division
- z. NCDOT, Public Transportation Division
- aa. Federal Highway Administration, North Carolina Division
- bb. Federal Transit Administration, Region IV

Municipalities with less than 1,000 residents in the MPA according to the most recent decennial Census are represented by their respective County member representatives in voting procedures and per capita cost share allocation payments.

The TCC shall meet as often as deemed appropriate and advisable. Meetings procedures shall be regulated within the TCC Bylaws. The TCC shall serve as the primary means for citizen input to the continuing transportation planning process. During transportation plan re-evaluation, citizen involvement in the planning process shall be encouraged in the goals and objectives and in the plan formation stages. This citizen involvement shall be

obtained through goals-and-objectives surveys, neighborhood forums, public hearings, or other procedures deemed appropriate and advisable.

10. The MPO Board shall develop and maintain a process of public input in compliance with Federal and State laws and regulations. The process shall be periodically reviewed to ensure the maximum participation from the public. The method of public participation shall assure appropriate participation from the disabled and minority communities.

SECTION 2

It is further agreed that the subscribing agencies shall have the following responsibilities:

1. CITY OF GASTONIA

The City of Gastonia shall serve as the LEAD PLANNING AGENCY for the transportation planning process in the MPO and shall assist in this transportation planning process by providing the other participants to this agreement with transportation planning assistance. The Lead Planning Agency shall coordinate highway, public transportation, and alternative systems planning to maximize the utilization of federal, state, and local resources. In this role, the Lead Planning Agency shall encourage the maximum participation from the public and governmental agencies to ensure ongoing, cooperative transportation programs. The Lead Planning Agency shall provide staff assistance in a fair and uniform manner through the annual Unified Planning Work Program, and all federal-aid planning grant funds available shall be expended in accordance with the Unified Planning Work Program. Additionally, the Lead Planning Agency shall review and advise zoning and subdivision approvals within the MPA, in accordance with the adopted MTP and CTP.

2. MUNICIPALITIES AND COUNTIES

Municipalities and counties shall assist in the transportation planning process by providing planning assistance, data, and inventories in accordance with the Prospectus. Additionally, they shall coordinate zoning and subdivision approval within their jurisdictions in accordance with the adopted MTP.

3. NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

The Department shall assist in the transportation planning process by providing planning assistance, data, and inventories in accordance with the Prospectus. The Department, to the fullest extent possible and as permitted by existing State and Federal regulations, shall provide assistance in the protection of necessary rights-of-way for those thoroughfares designated on the adopted MTP.

SECTION 3

The Municipalities and counties that serve as voting members of the MPO Board and TCC shall participate in funding the local match portion of the cost of the annual Unified Planning Work Program, as approved by the MPO Board. The local match portion is that which is not covered by federal or state funding. The local match portion share to be paid by each voting member government will be based upon its pro rata share of population within the MPO utilizing the most

recent U.S. decennial census data. In addition to the population of unincorporated areas, County populations shall also include the population of all incorporated areas of jurisdictions under 1,000. This local match portion share shall be invoiced in arrears on a quarterly basis by the City of Gastonia, acting as Lead Planning Agency, and as recipient of the federal planning funds distributed by the North Carolina Department of Transportation.

If any voting member government does not pay its full share of the local match portion of the Unified Planning Work Program as calculated above, the City of Gastonia, acting as Lead Planning Agency, shall cover the balance of this member's share in addition to its own. Voting member governments not paying their full local match portion share for three (3) quarters, (consecutive or non-consecutive) shall lose voting privileges until the three outstanding payments and current quarter's payment are received in full. Once a delinquent voting member government remits its outstanding local match portion share, the City of Gastonia shall be reimbursed.

In addition to the local match portion share, MPO member governments may also voluntarily contribute additional funds for other purposes such as to participate in funding the costs of special studies, or other specialized services as mutually agreed upon.

SECTION 4

This agreement remains in effect until the Gaston - Cleveland - Lincoln MPO is re-designated under 23 U.S.C. 134(d) (5), or the agreement is voided by mutual consent. Parties to this Memorandum of Understanding may terminate their participation in the continuing transportation planning process by giving written notice to the other parties thirty (30) days prior to the date of termination.

SECTION 5

This Memorandum of Understanding supersedes and replaces any prior Memorandum(s) of Understanding between the parties regarding the Gaston - Cleveland - Lincoln MPO.

SECTION 6

In witness thereof, the parties of this Memorandum of Understanding have been authorized by appropriate and proper resolutions to sign the same, Mayors of voting member municipalities County Commission Chairs and the North Carolina Department of Transportation Secretary, this the ____ day of _____, 2013.

APPENDIX A

VOTING MEMBER POPULATIONS		
Member Jurisdiction	MPA Population (2010)	% of Total
Belmont	10,076	2.6%
Bessemer City	5,340	1.4%
Boiling Springs	4,647	1.2%
Cherryville	5,760	1.5%
Cleveland County	63,866	16.7%
Cramerton	4,165	1.2%
Dallas	4,488	1.2%
Gaston County	79,290	20.7%
Gastonia	71,741	18.8%
Kings Mountain	10,296	2.7%
Lincoln County	67,779	17.7%
Lincolnton	10,486	2.7%
Lowell	3,526	0.9%
Mount Holly	13,656	3.6%
Ranlo	3,434	0.9%
Shelby	20,323	5.3%
Stanley	3,556	0.9%
Total	382,429	100.0%
Source: U.S. Census Bureau, 2010 Census		

APPENDIX B

Formatted: Font: Bold

NON-VOTING MEMBER POPULATIONS	
Jurisdiction	MPA Population (2010)
Belwood	950
Casar	297
Dellview	13
Earl	260
Fallston	607
Grover	708
High Shoals	696
Kingstown	681
Lattimore	488
Lawndale	606
Maiden	2
McAdenville	651
Moorestown	311
Patterson Springs	622
Polkville	545
Spencer Mountain	37
Waco	321
Source: U.S. Census Bureau, 2010 Census	

Formatted Table

(Seal)

CITY OF BELMONT

Clerk By _____
Mayor

Resolution Date _____

(Seal)

CITY OF BESSEMER CITY

Clerk By _____
Mayor

Resolution Date _____

(Seal)

TOWN OF BOILING SPRINGS

Clerk By _____
Mayor

Resolution Date _____

(Seal)

CITY OF CHERRYVILLE

Clerk By _____
Mayor

Resolution Date _____

(Seal)

TOWN OF CRAMERTON

Clerk By _____
Mayor

Resolution Date _____

(Seal)

TOWN OF DALLAS

Clerk By _____
Mayor

Resolution Date _____

(Seal)

CITY OF GASTONIA

Clerk By _____
Mayor

Resolution Date _____

(Seal)

CITY OF KINGS MOUNTAIN

Clerk By _____
Mayor

Resolution Date _____

(Seal)

CITY OF LINCOLNTON

Clerk By _____
Mayor

Resolution Date _____

(Seal)

CITY OF LOWELL

Clerk By _____
Mayor

Resolution Date _____

(Seal)

CITY OF MOUNT HOLLY

Clerk By _____
Mayor

Resolution Date _____

(Seal)

TOWN OF RANLO

Clerk By _____
Mayor

Resolution Date _____

(Seal)

TOWN OF SHELBY

Clerk By _____
Mayor

Resolution Date _____

(Seal)

TOWN OF STANLEY

Clerk By _____
Mayor

Resolution Date _____

(Seal)

COUNTY OF CLEVELAND

Clerk By _____
Chair, Ronald J. Hawkins

Resolution Date _____

(Seal)

COUNTY OF GASTON

Clerk By _____
Chair, Mickey Price

Resolution Date _____

(Seal)

COUNTY OF LINCOLN

Clerk By _____
Chairman

Resolution Date _____

| NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

By _____
Secretary of Transportation



City of Mount Holly Action Agenda Item

To: City Council	Date: 8-20-13
From: Brian DuPont	Meeting Date: 8-26-13
Agenda Item to be considered: Discussion on the request for funding of the 85X Gastonia Express Bus Route	
Will this require a public hearing? ☐ YES ☒ NO	
Background/Purpose of Request: At the last meeting, Mr. Hank Graham presented the recent ridership survey for the 85X Gastonia Express Bus Route that runs from downtown Gastonia to Charlotte along I-85. Mr. Graham stated that the operating budget for the bus route is totals \$283,000 annually, which the majority is subsidized through federal funding. The City of Gastonia as Lead Planning Agency contributes \$33,800 annually and Belmont has contributed \$5,000 annually. The survey showed that 5% of the riders are from Mount Holly and the MPO is asking Mount Holly and other jurisdictions to contribute the % of their local ridership. Mount Holly is requested to contribute 5% of the \$33,800, which would be <u>\$1,650.00</u> annually.	
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: <u>Recommend not funding \$1,650.00 (5%) for 85X route at this time.</u>	
Result of City Council Decision: _____	
Attachments: 1. 2013 Rider Survey Results 2. 3.	



Gastonia Express

2013 Rider Survey Results

GASTON URBAN AREA



Metropolitan Planning Organization

85x Gastonia Express

2013 Rider Survey Results

TABLE OF CONTENTS

Survey Purpose and Methodology	1
2013 Rider Survey Results	2
Trip Purpose and Riding Habit	2
Reasons for Riding, Satisfaction, and Alternatives	3
Residential Origins of All Survey Respondents	4
Residential Origins of Gastonia Transit Center Survey Respondents	5
Residential Origins of Abbey Plaza Survey Respondents.....	6
Rider Origins & Destinations.....	7
Means of Transportation	8
Demographics	9
Rider Suggested Improvements.....	10

SURVEY PURPOSE AND METHODOLOGY

In the spring of 2013, MPO Staff began developing a survey questionnaire that would address rider origins/destinations and means of transportation in addition to the demographic and customer satisfaction questions asked in the previous surveys. The intent of these additional questions was to inform local decision-making, particularly as it pertains to funding the service and location and design of future Park and Ride Lot projects in Belmont and Gastonia. In order to accommodate these additional questions and ensure meaningful participation from riders, many of the previous questions were not included in this survey.

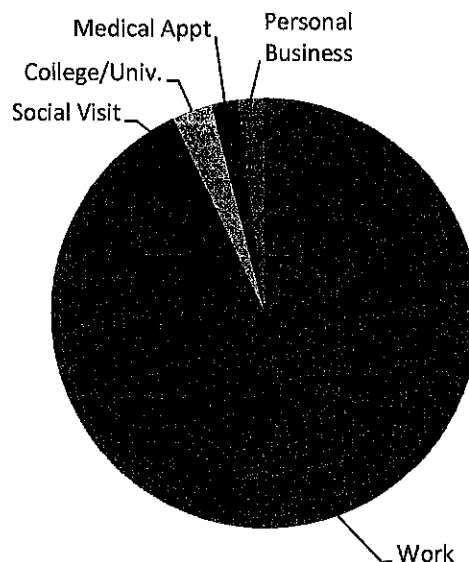
MPO and CATS Staff surveyed riders on all ten bus runs of the 85x on June 11, 2013. Every effort was made to ensure that each rider completed only one survey. Furthermore, surveys were provided in English, Spanish, and Braille and staff provided assistance in completing the survey when necessary.

Surveys were collected, compiled, and analyzed by MPO Staff. 102 out of an estimated 119 unique riders participated in the survey, for a response rate of approximately 86%. Still, it should be noted that some respondents elected to skip certain questions, especially those asking more detailed personal information. These skipped questions were recorded as "No Response" and were not included when calculating the percentages provided in the next section of the report.

2013 RIDER SURVEY RESULTS

TRIP PURPOSE AND RIDING HABIT

TRIP PURPOSE		
Work	90	89%
Social Visit	4	4%
College/Univ.	3	3%
Medical Appt	2	2%
Personal Business	2	2%
Total Responses	101	
No Response	1	



TIME WORK/SCHOOL BEGINS*		
Before 7:00 AM	8	9%
7:00 - 7:59 AM	37	41%
8:00 - 8:59 AM	39	43%
9:00 - 9:59 AM	4	4%
10:00 AM - 2:59 PM	2	2%
Total Responses	90	
No Response	12	

RIDING BOTH WAYS SAME DAY		
Yes	85	86%
No	14	14%
Total Responses	99	
No Response	3	

TIME WORK/SCHOOL ENDS*		
3:00 - 3:59 PM	5	6%
4:00 - 4:59 PM	33	37%
5:00 - 5:59 PM	40	44%
6:00 - 6:59 PM	10	11%
7:00 PM or later	2	2%
Total Responses	90	
No Response	12	

RIDING HABIT (DAYS PER WEEK)		
Five	57	56%
Four	21	21%
Three	8	8%
Two	7	7%
One	5	5%
Zero	3	3%
Total Responses	101	
No Response	1	

REASONS FOR RIDING, SATISFACTION, AND ALTERNATIVES

REASON FOR RIDING		
Cost-savings	62	63%
No Alternative	26	27%
Low-stress/Ability to Multitask	6	6%
Environmental Benefits	2	2%
Other	1	1%
Travel Time Savings	1	1%
Total Responses	98	
No Response	4	

ALTERNATIVE MEANS OF MAKING TRIP		
Drive Alone	65	64%
I would not make this trip	16	16%
Carpool	7	7%
Be picked-up/dropped-off	6	6%
Other	6	6%
Bike	1	1%
Other Public Transit	1	1%
Total Responses	102	
No Response	0	

LIKELIHOOD OF STILL RIDING IN ONE YEAR		
Definitely Will	71	70%
Probably Will	16	16%
Unsure	10	10%
Probably Will Not	4	4%
Definitely Will Not	1	1%
Total Responses	102	
No Response	0	



PARKING FAST FACTS

Total Number of Parking Spaces	46,308
Parking Deck Spaces	37,811
Surface Lot Spaces	7,397
On-street Parking Spaces	1,100
Number of Parking Spaces in the Real Time Parking System	14,377
Number of Garages in the Real Time Parking System	15
Average Daily Parking Costs	\$11
Average Monthly Parking Costs	\$98

Source: Charlotte Department of Transportation, Charlotte Center City Partners (2012)

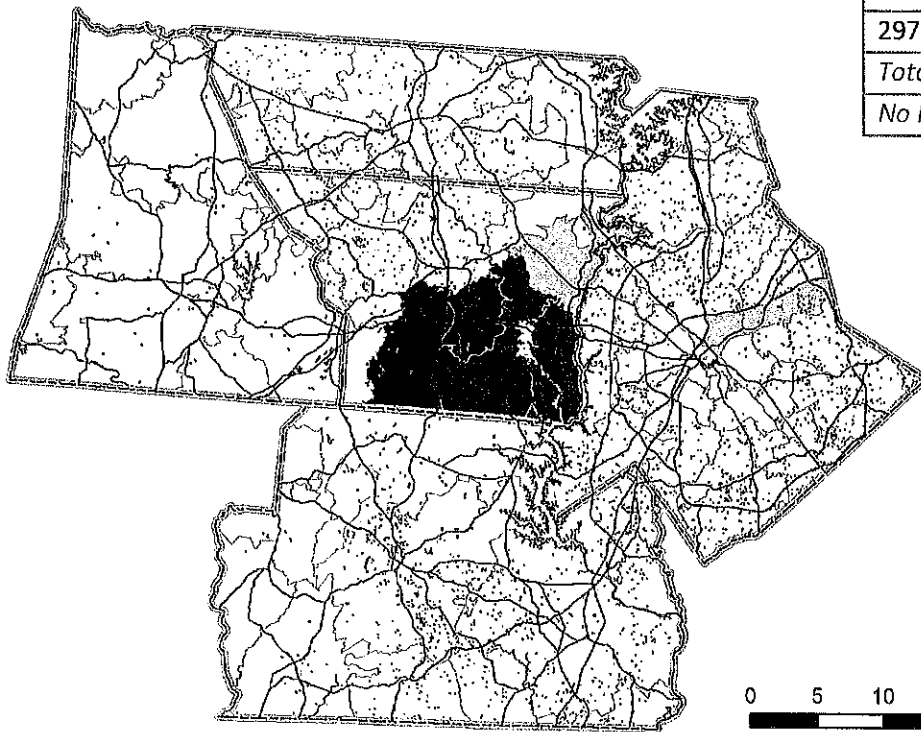
RESIDENTIAL ORIGINS OF ALL SURVEY RESPONDENTS

BOARDINGS/ALIGHTINGS		
Gastonia Transit Center	73	36%
Abbey Plaza Shopping Center	29	14%
Charlotte Transportation Center	36	18%
Other Bus Stop in Uptown Charlotte	66	32%
Total Responses	204	
No Response	0	

COUNTY OF RESIDENCE		
Gaston	81	81%
Mecklenburg	10	10%
Lincoln	5	5%
Cleveland	3	3%
York	1	1%
Total Responses	100	
No Response	2	

CITY OF RESIDENCE		
Gastonia	56	56%
Belmont	11	11%
Charlotte	9	9%
Mount Holly	5	5%
Dallas	4	4%
Lincolnton	4	4%
Kings Mountain	3	3%
Bessemer City	2	2%
Clover	1	1%
Cramerton	1	1%
Lowell	1	1%
Matthews	1	1%
Shelby	1	1%
Vale (uninc.)	1	1%
Total Responses	100	
No Response	2	

ZIP CODE OF RESIDENCE		
28052	25	25%
28054	16	16%
28056	14	14%
28012	12	12%
28120	5	5%
28034	4	4%
28092	4	4%
28086	3	3%
28213	3	3%
28105	2	2%
28014	1	1%
28016	1	1%
28098	1	1%
28168	1	1%
28205	1	1%
28206	1	1%
28208	1	1%
28217	1	1%
28269	1	1%
28273	1	1%
29710	1	1%
Total Responses	99	
No Response	3	



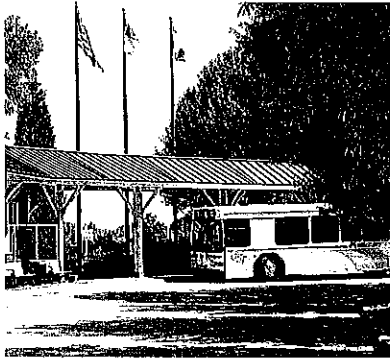
Concentration of 85x Riders by Zip Code

- Lowest Density
- Low Density
- Medium Density
- High Density
- Highest Density
- No Riders

0 5 10 20 Miles



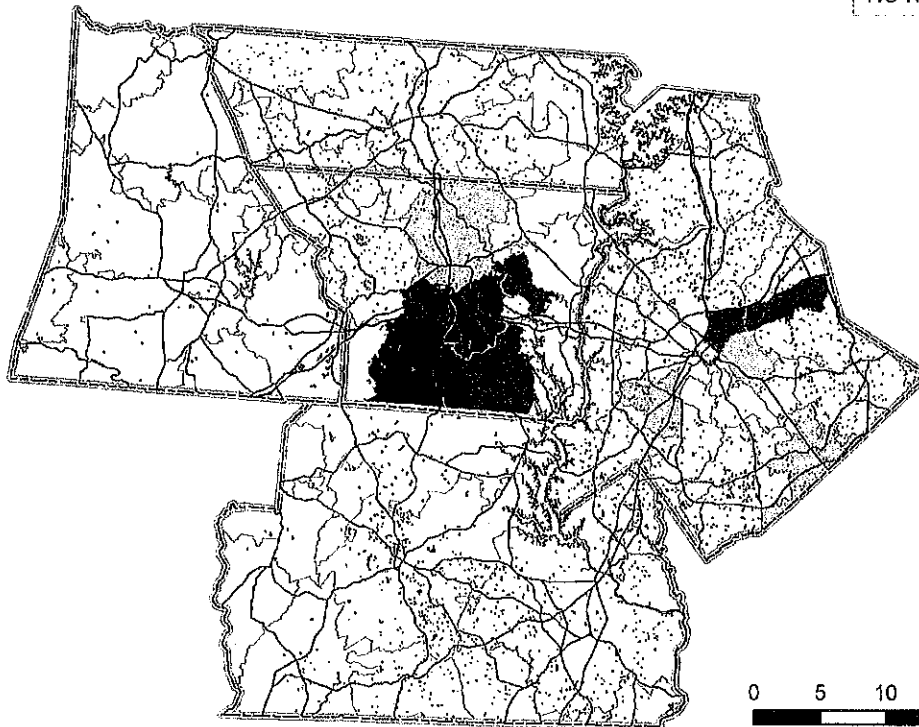
RESIDENTIAL ORIGINS OF GASTONIA TRANSIT CENTER SURVEY RESPONDENTS



GASTONIA TRANSIT CENTER BOARDINGS/ALIGHTINGS BY COUNTY OF RESIDENCE		
Gaston	54	75%
Mecklenburg	9	13%
Lincoln	5	7%
Cleveland	3	4%
York	1	1%
Total Responses	72	
No Response	1	

GASTONIA TRANSIT CENTER BOARDINGS/ALIGHTINGS BY CITY OF RESIDENCE		
Gastonia	48	67%
Charlotte	8	11%
Dallas	4	6%
Lincolnton	4	6%
Kings Mountain	3	4%
Bessemer City	1	1%
Clover	1	1%
Matthews	1	1%
Shelby	1	1%
Vale (uninc.)	1	1%
Total Responses	72	
No Response	1	

GASTONIA TRANSIT CENTER BOARDINGS/ALIGHTINGS BY ZIP CODE OF RESIDENCE		
28052	25	35%
28054	14	20%
28056	8	11%
28034	4	6%
28092	4	6%
28086	3	4%
28213	3	4%
28105	2	3%
28014	1	1%
28168	1	1%
28205	1	1%
28206	1	1%
28217	1	1%
28269	1	1%
28273	1	1%
29710	1	1%
Total Responses	71	
No Response	2	



**Concentration of
85x Riders using
Gastonia Transit
Center
by Zip Code**

- Lowest Density
- Low Density
- Medium Density
- High Density
- Highest Density
- No Riders

0 5 10 20
Miles



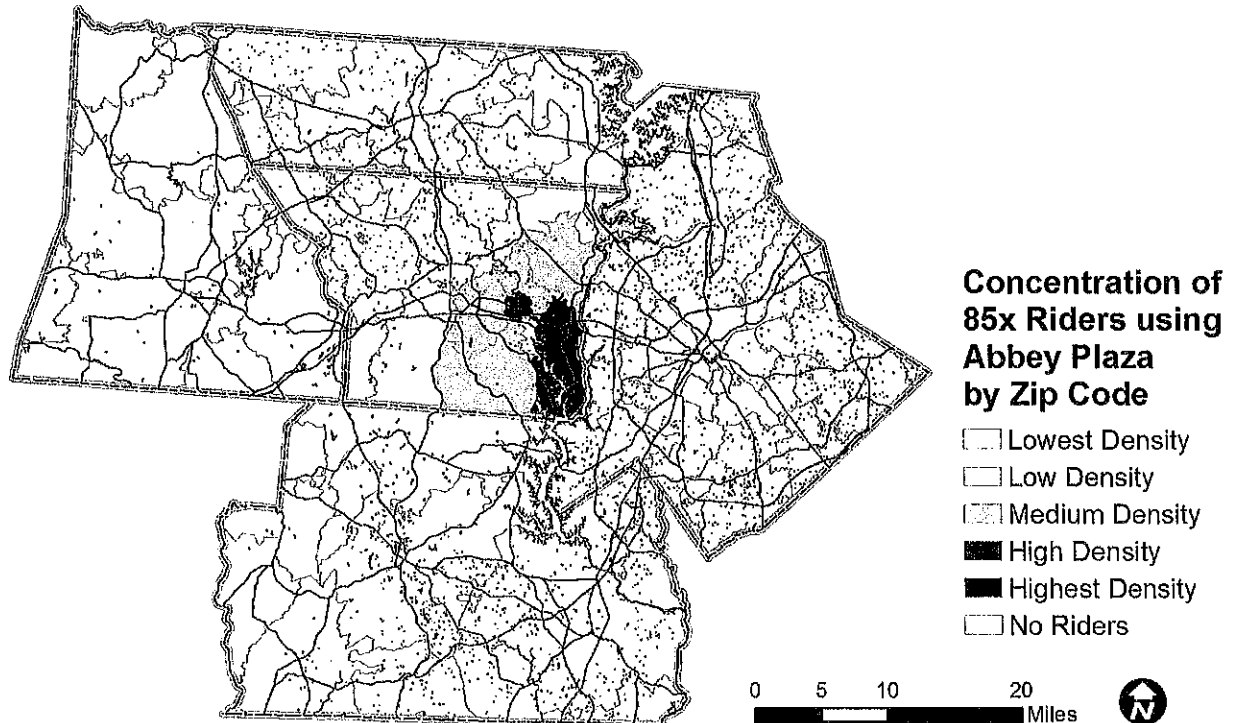
RESIDENTIAL ORIGINS OF ABBEY PLAZA SURVEY RESPONDENTS



ABBNEY PLAZA BOARDINGS/ALIGHTINGS BY COUNTY OF RESIDENCE		
Gaston	27	96%
Mecklenburg	1	4%
<i>Total Responses</i>	28	
<i>No Response</i>	1	

ABBNEY PLAZA BOARDINGS/ALIGHTINGS BY CITY OF RESIDENCE		
Belmont	11	39%
Gastonia	8	29%
Mount Holly	5	18%
Charlotte	1	4%
Bessemer City	1	4%
Cramerton	1	4%
Lowell	1	4%
<i>Total Responses</i>	28	
<i>No Response</i>	1	

ABBNEY PLAZA BOARDINGS/ALIGHTINGS BY ZIP CODE OF RESIDENCE		
28012	12	43%
28056	6	21%
28120	5	18%
28054	2	7%
28016	1	4%
28098	1	4%
28208	1	4%
<i>Total Responses</i>	28	
<i>No Response</i>	1	



RIDER ORIGINS & DESTINATIONS

BEGAN OR ENDED TRIP IN UPTOWN		
Yes	56	64%
No	31	36%
<i>Total Responses</i>	<i>87</i>	
<i>No Response</i>	<i>15</i>	

DESTINATIONS FOR WORK OR SCHOOL-RELATED TRIPS		
Wells Fargo	7	11%
Bank of America Plaza	5	8%
Charlotte Mecklenburg Government Center	4	6%
Mecklenburg County Courthouse	4	6%
Duke Energy	3	5%
Trade and Tryon	3	5%
AT&T Plaza	2	3%
Charlotte Center City	2	3%
Hearst Tower	2	3%
Independence Center	2	3%
Lions Services Inc	2	3%
Plasma Center	2	3%
Other Places with Only One Response	28	42%
<i>Total Responses</i>	<i>66</i>	
<i>No Response</i>	<i>27</i>	

MEANS OF TRANSPORTATION

REGULAR ACCESS TO VEHICLE		
Yes	77	75%
No	25	25%
Total Responses	102	
No Response	0	

GASTONIA TRANSIT SERVICE USED REGULARLY FOR OTHER TRIPS		
Bus	22	22%
Demand Response	0	0%
None	80	78%
Total Responses	102	
No Response	0	

CATS SERVICE USED REGULARLY FOR OTHER TRIPS		
Bus	42	41%
Demand Response	1	1%
None	59	58%
Total Responses	102	
No Response	0	

ACCESS SERVICE USED REGULARLY FOR OTHER TRIPS		
Bus	4	4%
Demand Response	0	0%
None	97	95%
Total Responses	102	
No Response	0	

MEANS OF ARRIVING/LEAVING GASTONIA TRANSIT CENTER		
Drive Alone	34	47%
Dropped-Off/Picked-Up	18	25%
Walk	10	14%
Gastonia Transit Bus	7	10%
Bike	3	4%
Carpool	1	1%
Total Responses	73	
No Response	0	

MEANS OF ARRIVING/LEAVING ABBEY PLAZA		
Drive Alone	26	90%
Dropped-Off/Picked-Up	3	10%
Total Responses	29	
No Response	0	

MEANS OF ARRIVING/LEAVING CHARLOTTE TRANSPORTATION CENTER		
CATS Bus or Light-Rail	23	64%
Walk	10	28%
Dropped-Off/Picked-Up	2	6%
Bike	1	3%
Total Responses	36	
No Response	0	

MEANS OF ARRIVING/LEAVING OTHER UPTOWN CHARLOTTE STOPS		
Walk	58	88%
CATS Bus or Light-Rail	4	6%
Dropped-Off/Picked-Up	2	3%
Bike	1	2%
Drive Alone	1	2%
Total Responses	66	
No Response	0	

DEMOGRAPHICS

GENDER		
Male	58	57%
Female	44	43%
Total Responses	102	
No Response	0	

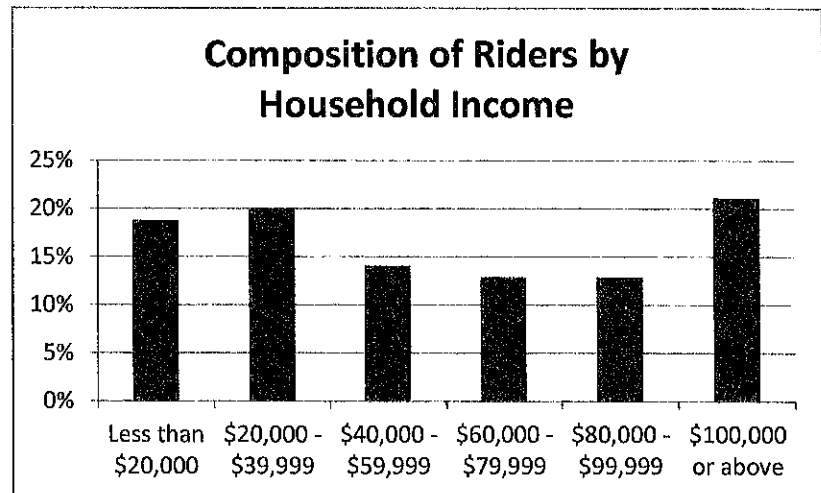
AGE		
18 to 24	9	9%
25 to 44	35	36%
45 to 54	28	29%
55 to 64	22	23%
65 and older	2	2%
Total Responses	96	
No Response	6	
Average	44	
Median	47	

HOUSEHOLD SIZE		
1	15	16%
2	29	32%
3	18	20%
4	19	21%
5 or more	10	11%
Total Responses	91	
No Response	11	
Average	2.9	
Median	3.0	

HISPANIC OR LATINO		
No	93	96%
Yes	4	4%
Total Responses	97	
No Response	5	

RACE		
Caucasian/White	55	56%
African American/Black	37	38%
Asian	2	2%
Two or more races	2	2%
Native American/Pacific Islander	1	1%
Other	1	1%
Total Responses	98	
No Response	4	

HOUSEHOLD INCOME		
Less than \$20,000	16	19%
\$20,000 - \$39,999	17	20%
\$40,000 - \$59,999	12	14%
\$60,000 - \$79,999	11	13%
\$80,000 - \$99,999	11	13%
\$100,000 or above	18	21%
Total Responses	85	
No Response	17	



RIDER SUGGESTED IMPROVEMENTS

IMPROVEMENTS SUGGESTED BY ALL RIDERS (UP TO 3 PER PERSON)		
More PM commute trips	56	57%
Add Mid-day trips	50	51%
More AM commute trips	41	41%
Add Weekend service	35	35%
Free Wireless Internet	28	28%
Add Late-night trips	12	12%
Better coordinate schedule with buses in Gastonia	9	9%
More Reverse Commute trips	8	8%
Better coordinate schedule with buses in Charlotte	4	4%
More stops along route	2	2%
Other	2	2%
Fewer stops along route	1	1%
<i>Total Respondents</i>	99	
<i>No Response</i>	3	

IMPROVEMENTS SUGGESTED BY RIDERS <u>WITHOUT</u> ACCESS TO A VEHICLE		
Add Mid-day trips	15	60%
Add Weekend service	15	60%
More PM commute trips	7	28%
More AM commute trips	7	28%
Add Late-night trips	4	16%
Better coordinate schedule with buses in Gastonia	4	16%
Better coordinate schedule with buses in Charlotte	4	16%
Free Wireless Internet	3	12%
More Reverse Commute trips	3	12%
More stops along route	2	8%
<i>Total Respondents</i>	25	
<i>No Response</i>	0	

IMPROVEMENTS SUGGESTED BY RIDERS <u>WITH</u> ACCESS TO A VEHICLE		
More PM commute trips	49	66%
Add Mid-day trips	35	47%
More AM commute trips	34	46%
Free Wireless Internet	25	34%
Add Weekend service	20	27%
Add Late-night trips	8	11%
Better coordinate schedule with buses in Gastonia	5	7%
More Reverse Commute trips	5	7%
Other	2	3%
Fewer stops along route	1	1%
<i>Total Respondents</i>	74	
<i>No Response</i>	3	



City of Mount Holly Action Agenda Item

To: City Council	Date: 8-20-13
From: Brian DuPont	Meeting Date: 8-26-13

Agenda Item to be considered: Review and Approval of Road Projects for the MPO's 2040 Metropolitan Transportation Plan

Will this require a public hearing? ☐ YES ☒ NO

Background/Purpose of Request: The recent changes to the MPO happen to fall during the process of developing an updated transportation plan. All major road projects including the upcoming Highway 273 widening were in the 2035 Long Range Transportation Plan, which is being updated to the 2040 Metropolitan Transportation Plan (MTP). The MPO has asked all jurisdictions to evaluate their existing road projects and resubmit projects that are more suitable to the existing budgetary times, which are restricting the funding of large scale projects on the State level.

On August 13th, a meeting was held at the Municipal Complex to discuss Mount Holly's existing road projects between City staff, TAC representatives, and MPO staff. The purpose of the meeting was to review the MTP process and determine what road projects should be recommended for the 2040 MTP. From this meeting staff has compiled projects that reflect the TAC members recommended needs of Mount Holly until the year 2040, but also compensate for the understanding that grand, expensive projects can no longer compete on the State level for funding.

This evaluation is to really step back and look at Mount Holly's projects such as the Mount Holly-Gastonia Connector and the Belmont-Mount Holly Loop. We need to ask ourselves, if other road projects such as intersection improvements and/or smaller widening projects would score/rank better than these new roads that are not currently ranking well enough to receive funding. Attached is a list of the proposed projects that City staff recommends be submitted to the 2040 MTP. The deadline for submittal of projects is **September 1st for all road projects** and September 30th for other projects (i.e. bike, pedestrian, etc.).

The road project list includes six projects. There are two routes that have been developed, which will use a mixture of existing Right-of-Way and new road construction, if funded. These two projects are attached and outline the proposed routes, which staff will discuss in further detail at the meeting. The primary goal with these two routes was to decrease the overall cost of connecting Highway 273 north, Highway 27 west, and Old Hickory Grove Road. Submittal of projects does not guarantee funding, but City and MPO staff feel that based on the ranking formula the amended projects will be more competitive across the MPO area and State.

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 approval of the proposed road projects for the 2040 Metropolitan Transportation Plan.

Result of City Council Decision:

Attachments:

1. List of Road Projects
2. Lanier/Hawthorne Connector
3. Rankin/Brickyard Connector

Statement of Purpose		Desired Horizon		Jurisdictions		Name of Plan
Project Name	Statement of Purpose and Need	Project Description	Year	in ROW	Cost Estimate	
1 NC 273 Widening	Congestion	Widen NC 273 from A&E Drive to Lanier Avenue. Widen existing two lane road to four-lane divided with median and median openings for turning. Accommodate for multi-modal use with construction of sidewalks and bike lanes on both sides of the road.	2020	NCDOT	\$20,000,000	CTP
2 Ferstl/Beaty Intersection	Congestion	Improve intersection based on existing construction documents funded through UPWP.	2020	Mount Holly & NCDOT	\$270,637	Mount Holly Strategic Vision Plan
3 Hwy 27/Hawthorne Intersection	Congestion	Improve intersection with traffic lights and turn lanes.	2030	Mount Holly & NCDOT	\$500,000	
4 Rankin/Brickyard Connector	Congestion	Construct new minor thoroughfare with two lanes and sidewalks facilities from Brickyard Road to West Catawba Avenue at Rankin Avenue.	2030	Mount Holly & NCDOT	\$15,000,000	CTP
5 Lanier/Hawthorne Connector	Congestion	Upgrade and connect existing 2-lane ROW sections of Lanier Avenue and Woodcliff to cross Dutchman's Creek to Hawthorne Street with sidewalk.	2030	Mount Holly & NCDOT	\$20,000,000	
6 NC 273/NC 16 Connector (R-2720)	Congestion	NC 273 to NC 16. Two lane connector with sidewalks on both sides on a new location	2040	NCDOT	\$5,638,365	CTP

[illegible]

Hwy. 27 West Connector to Catwba and Rankin





City of Mount Holly Action Agenda Item

To: City Council	Date: August 22, 2013
From: Mike Santmire, Solid Waste Div.	Meeting Date: August 26, 2013
Agenda Item to be considered: Business Recycle Program	
Will this require a public hearing? ☐ YES ☒ NO	
Background/Purpose of Request :	
Update of Business recycle program. Information on how we are progressing.	
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:	
Result of City Council Decision:	
Attachments: Business Recycle News Letter, Business Recycle Handout, WM Fellow Businesses, Accepted Materials, Start Date & Welcome Letter, Collection Days, Can Recycle Info.	

Business Recycling Program

Recycling in Mount Holly has taken another step forward. Mount Holly has enacted a Mandatory Business Recycle Program. All businesses and churches that receive city refuse collection will be furnished a 95 gallon wheeled recycle container.

While this is a mandatory program it requires voluntary participation from businesses. This program found its roots in 2010 when we planned our current recycle program. In early 2012 we surveyed the majority of local business, below is an excerpt from this survey.

"As I met and talked with these business owners and employees I asked these types of questions; "Do you support recycling efforts in Mount Holly and would you be interested in a recycling program for your business, does your business recycle in any way now? While listening to these people speak about recycling, they spoke very passionate. Almost all supported the recycle efforts and were encouraged to hear the recycling program details. Approximately 70% of Mount Holly businesses already recycle in some way. The survey showed businesses in Mount Holly were positive and extremely interested in a recycle program starting up in the future. I found this very impressive."

We were again able to receive a state grant that paid for the cost of the recycle containers; this was a savings of over \$10,000. We have discussed with Waste Management our new program and will roll this into the remaining contract we have with them.

The guidelines will be similar to our residential program. Each Recycle Container User/Business will be charged a fee of \$3.00 per container per month, billed on your monthly water bill. Recycling is collected Monday through Friday on a bi-weekly scheduled route on your normal collection day.

We have been worked diligently to make this a smooth transition. In the next month we will be providing printed information to all the affected business. Recycle containers will be delivered September 30th or October 1st. Your first collection of recyclables will be the week of October 7th. If you have any questions or concerns, contact us at 704-827-9726.

There is no person, young or old, rich or poor, who does not have to deal with GARBAGE.

How well we do it affects our health, our business, our appearance, and pride in our city.



CURBSIDE RECYCLING



Throwing away a single aluminum can, versus recycling it, is like pouring out six ounces of gasoline. Last year, Americans recycled enough aluminum cans to conserve the energy equivalent of more than 15 million barrels of oil.

The EPA estimates that 75 percent of what Americans throw in the trash could actually be recycled. Currently, only 25 percent is. Incinerating 10,000 tons of waste creates one job, land filling 10,000 tons of waste creates six jobs; recycling 10,000 tons of waste creates 36 jobs.

The national recycling rate of 30 percent saves the equivalent of more than five billion gallons of gasoline, reducing dependence on foreign oil by 114 million barrels. This could be even higher!



The aluminum can is 100 percent recyclable and can be used to make new beverage cans indefinitely demonstrating recycling at it finest! Every can, every time!"

According to the EPA, recycling, including composting diverted 68 million tons of material away from landfills and incinerators in 2001, up from 34 million tons in 1990.

Recycling 35 percent of our trash reduces emissions equivalent to taking 36 million cars off the road.



Every Sunday 500,000 trees could be saved if everyone recycled their newspapers.

Think recycling is expensive? Consider this: aluminum cans are the most valuable item in your bin. Aluminum can recycling helps fund the entire curbside collection. It's the only packaging material that more than covers the cost of collection and re-processing for itself.



Business Recycling Program

The City of Mount Holly has enacted a Mandatory Business Recycle Program. All businesses that receive city refuse collection will be furnished a 95 gallon wheeled recycle container.

The following information explains how recycling is to be handled properly with Mt Holly's Mandatory Business Recycling. While this is a mandatory program it requires voluntary participation from businesses.

- ❖ **Recycling is collected Monday through Friday on a bi-weekly scheduled route.**
- ❖ **Blue containers are for recycling only, all recyclables must be put in the blue recycle containers**
- ❖ **All recycling containers must be placed on the curb for collection by 7:00 am day of collection.**
- ❖ **Any recycling not put in the blue recycle container will be considered improperly prepared for collection.**
- ❖ **Corrugated cardboard is a recyclable item and should be broken down into pieces and placed in the recycle container.**
- ❖ **Recycling carts or uncollected waste must be removed from the curb by midnight the day of collection.**
- ❖ **Each Recycle Container User/Business will be charged a fee of \$3.00 per container, per month. Billed on your monthly water bill.**

Any business requesting that its recycle containers be more than 50% of its total combined refuse/recycle containers will need an exemption from the Solid Waste Director or designee.

Business Recycling Outside Current Provided Services

While there is not a formal recycling program for businesses that currently are not provided solid waste collection by the city, opportunities exist for some locations to receive recycling services from the city for a fee.

Application may be made with the city for inclusion in Mount Holly's Business Recycle Program. Once approved by the Solid Waste Representative the entity will be provided a recycling cart(s) and pays a monthly fee for the recycling service. The service would be provided bi-weekly and the fee would be based on the number of containers serviced.



Think Green:

Dear Valued Customer,

As a new customer of our recycling collection services, you will learn firsthand about the level of reliability, professionalism and value Waste Management provides. One of the goals of our "Think Green" campaign is continuous improvement in our efforts to protect the environment.

Waste Management has worked with America's leading companies to help design and implement programs to remove recyclable items from your waste. As a result of these efforts, we are excited to introduce curbside business recycling to the City of Mount Holly.

All items will go in your supplied 96-gallon cart and placed on the curb by 7:00am on your service day. **Your service day will be the same day as your trash service day.** Your recyclables should be set out every other week on the day your trash is serviced.

Service Begins the week of October 7th, 2013

Carts should be (3) three feet or less from the curb with the front opening of the cart facing the street. All carts should be 3 feet apart on the curb for proper access of servicing. Also remember carts should not be placed near your mail box to ensure that your mail will be delivered as scheduled.

Please keep this for future reference and thank you for choosing Waste Management as your recycling provider. We appreciate your business and look forward to providing you with the best service in the industry. If you have questions please contact Waste Management (1-800-273-0438 or 1-800-927-8362) or the City of Mount Holly.



To: Fellow Businesses in Mount Holly

From: Waste Management

Date: August 23, 2013

We are pleased to partner with The City of Mount Holly to provide you, the local businesses with recycling services. We can provide our recommendations of ways your business can increase your Sustainable Footprint and any potential cost savings from doing so. Waste Management and the City of Mount Holly will be happy to assist you with your recycling efforts.

At Waste Management, we take pride in providing consistent and dependable service with the highest of safety standards. For our customers, we provide recycling services that enable our customers to decrease their trash and increase their recycling. Often times this comes at a cost savings to your business as well as a positive difference your business has made when reviewed by your customers and employees.

As a neighbor and business servicing your area, we wanted to make you aware of opportunities we can provide to assist your company or business to be a Greener, more Sustainable Company!

If you have experienced a missed collection or have other concerns contact Waste Management Customer Service at 1-800-273-0438 or 1-800-927-8362

Mount Holly Solid Waste Department can be contacted at 704-827-9726 for non collection questions regarding recycling.

Single Stream Accepted Materials

Metal cans

- Aluminum
- Steel
- Tin
- Empty Aerosol cans

All Plastic Bottles, Jugs, & Grocery Containers #1- #7

- All plastic bottles and jugs (lids accepted)
- Yogurt cups & Margarine tubs (empty without food)
- Deli trays (clear)

Aluminum Pie Plates and Food Trays

Glass Bottles and Jars (Green, clear, brown)

Mixed Paper

- Office & School Paper
- Junk mail
- Manila folders and envelopes
- Window envelopes
- Post-it Notes
- Phone books & paperback books
- Magazines & Catalogs
- Cereal & Food boxes
- Soda & Beer cartons
- Brown paper bags
- Paper towel rolls
- Egg cartons (paper)
- Construction Paper
- Shredded Paper (bagged)
- Newspaper & Inserts
- Corrugated Cardboard

Not accepted at this time:

- ❖ Dog food bags
- ❖ Napkins, tissue, paper towels
- ❖ Wax paper
- ❖ Photographs
- ❖ Hard covered books
- ❖ Black microwavable trays
- ❖ Plastic bottles with automotive fluids
- ❖ Styrofoam
- ❖ Aluminum foil
- ❖ Ceramics, dishes, cookware, drinking glasses
- ❖ Broken window panes
- ❖ Automotive batteries, oils & antifreeze

Automotive Batteries, used oils and antifreeze are accepted at most Auto Part Store locations.

City of Mount Holly Recycle Pickups



2013

JANUARY

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

FEBRUARY

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

MARCH

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

APRIL

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

MAY

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

JUNE

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

JULY

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

AUGUST

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

SEPTEMBER

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

OCTOBER

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

NOVEMBER

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

DECEMBER

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Recycle Containers Will Be Serviced During Highlighted Weeks

DONATION AGREEMENT

This is a Donation Agreement (the "Donation Agreement") for certain real property located at **249 FOX DEN DR, MOUNT HOLLY, NC 28120** ("Property"), dated and effective as of this 23RD day of AUGUST, 2013, between **Wells Fargo Bank, N.A.**, a national banking association ("Donor") and **CITY OF MOUNT HOLLY**, a ("Donee").

RECITALS

This Donation Agreement is made and entered into on the basis of the following facts and understandings of the parties hereto:

- A. Donor acquired the Property identified on Exhibit A through the foreclosure process.
- B. Donor did not originally construct any of the improvements forming part of the Property. Donor has not occupied the Property for its own use.
- C. Due to Donor's lack of familiarity with the Property, Donor is unwilling to make any representations or warranties whatsoever regarding the Property and Donor is only willing to grant Donee the Property on an "**as is, where is**" and "**with all faults**" basis.
- D. Donee has been given a full and complete opportunity to conduct its own investigation as to any matter, fact or issue that might influence Donee's decision to accept the Property from Donor. Accordingly, Donee is willing to accept the Property from Donor without any representations or warranties whatsoever regarding the Property and on an "**as is, where is**" and "**with all faults**" basis.

AGREEMENT

1. DONATION.

- 1.1 **Closing Costs.** Donor shall pay all costs associated with the transfer of the Property, including but not limited to attorney's fees, agents fees and recording costs ("Closing Costs").
- 1.2 **Transfer.** Donor agrees to donate the Property to Donee and Donee agrees to accept the Property from Donor on the terms and conditions set forth herein. In consideration of Donor's transfer of the Property to Donee, Donee shall perform all of Donee's obligations hereunder including but not limited to the release set forth in Section 2.2 of this Donation Agreement.
- 1.3 **Title.** Title shall be transferred on the Closing Date via a quit claim deed or its equivalent.

- 1.4 **Further Assurances.** Donee and Donor agree to execute all instruments and documents and to take all actions reasonably necessary and appropriate to consummate the transfer and donation of the Property and shall use their best efforts to close in a timely manner.

2. **ACKNOWLEDGMENTS, AND RELEASE.**

- 2.1 **DONEE'S ACKNOWLEDGMENTS.** DONEE ACKNOWLEDGES THAT DONEE IS ACCEPTING THE PROPERTY SOLELY IN RELIANCE ON DONEE'S OWN INVESTIGATION, AND THE PROPERTY IS IN "AS IS, WHERE IS" CONDITION WITH ALL FAULTS AND DEFECTS, LATENT OR OTHERWISE. DONEE EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION OF THE AGREEMENT OF DONOR HEREIN, AND EXCEPT AS OTHERWISE SPECIFIED HEREIN, DONOR MAKES AND HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, WITH RESPECT TO THE PROPERTY OR ANY MATTER RELATED THERETO, OR (WITHOUT LIMITATION) TO ANY OF THE FOLLOWING MATTERS:

- (a) Soils, Etc. Soils, seismic, hydrological, geological and topographical conditions and configurations.
- (b) Artifacts. Archeological, prehistoric and historic artifacts, remains and relics.
- (c) Endangered Species. Endangered plant, animal and insect species.
- (d) Hazardous Materials. Hazardous Materials and other environmental conditions, including without limitation, lead-based paint, asbestos and mold.
- (e) Physical Defects. Physical and mechanical defects in or on any Property, including without limitation, the plumbing, heating, air conditioning and electrical systems and the roof, floor, ceilings, walls and other internal structural components of any buildings or improvements.
- (f) Land and Floor Area. The area of the land and the square footage contained in any buildings or improvements.
- (g) Utilities, Schools, Etc. Availability of adequate utilities, water, schools, public access, and fire and police protection.
- (h) Assessment Districts. The status and nature of any assessment districts and the amount of any assessment liability.

- (i) Planning and Zoning. Present, past or future conformity of any Property with planning, building, zoning, subdivision and development statutes, ordinances, regulations and permits, the general plan and the specific plan.
- (j) Development Fees. The character and amount of any fee, charge or other consideration which must be paid by Donee to develop any Property.
- (k) Title. The condition of title to any Property, including but not limited to the existence of any easement, license or encroachment whether or not a matter of public record, and whether or not visible upon inspection of such Property.
- (l) Taxes. The status of any general or special real property taxes or assessments or personal property taxes or any other taxes and assessments applicable to the Property.
- (m) Owner's Association. The financial condition of any owner's association, including, without limitation, the adequacy of any reserves held by any owner's association.
- (n) Other Matters. Any other matter relating to any Property or to the development or operation of any Property, including, but not limited to, value, feasibility, cost, governmental permissions or entitlements, marketability and investment return.

2.2 RELEASE.

- (a) **RELEASE. DONEE FULLY RELEASES AND DISCHARGES DONOR FROM AND RELINQUISHES ALL RIGHTS, CLAIMS AND ACTIONS THAT DONEE MAY HAVE OR ACQUIRE AGAINST DONOR WHICH ARISE OUT OF OR ARE IN ANY WAY CONNECTED WITH THE CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION (A) ANY MATTER SET FORTH IN SECTION 2.1 ABOVE, (B) THE PRESENCE OF HAZARDOUS MATERIALS ON, UNDER OR ABOUT ANY PROPERTY (INCLUDING BUT NOT LIMITED TO ANY UNDISCOVERED HAZARDOUS MATERIALS LOCATED BENEATH THE SURFACE OF THE PROPERTY) AND (C) VIOLATIONS OF ANY HAZARDOUS MATERIALS LAWS PERTAINING TO THE PROPERTY OR THE ACTIVITIES THEREON. THIS RELEASE APPLIES TO ALL DESCRIBED RIGHTS, CLAIMS AND ACTIONS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, PRESENT OR FUTURE.**

- (b) **MEANING.** FOR PURPOSES OF THIS SECTION 2.2, ALL REFERENCES TO "DONOR" SHALL INCLUDE: (A) DONOR'S PARENT, SUBSIDIARY AND AFFILIATE CORPORATIONS, (B) DONOR'S DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES AND AGENTS, AND (C) THE HEIRS, SUCCESSORS, PERSONAL REPRESENTATIVES AND ASSIGNS OF DONOR'S DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES AND AGENTS.
- (c) **EFFECTIVENESS.** THE PROVISIONS OF THIS SECTION 2 SHALL BE EFFECTIVE AS OF THE CLOSING DATE AND SHALL SURVIVE THE CLOSING DATE OR TERMINATION OF THIS DONATION AGREEMENT.
3. **CLOSING DATE.** IF THE CLOSING DATE DOES NOT TIMELY OCCUR DUE TO THE DEFAULT OF DONEE, (A) DONEE SHALL HAVE NO FURTHER RIGHT TO RECEIVE THE PROPERTY AND (B) DONOR SHALL BE FREE TO DISPOSE OF THE PROPERTY IN ANY WAY IT SEES FIT.
4. **GENERAL PROVISIONS**
- 4.1 **Successors and Assigns.** This Donation Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties. Notwithstanding the foregoing, Donee may not transfer, assign or encumber Donee's rights under this Donation Agreement without Donor's prior written approval.
- 4.2 **Entire Agreement.** This Donation Agreement contains the entire agreement between the parties concerning the Donation and sale of the property, and supersedes all prior written or oral agreements between the parties to this Donation Agreement. No addition to or modification of any term or provision shall be effective unless in writing, signed by both Donor and Donee.
- 4.3 **Time of Essence.** Donor and Donee hereby acknowledge and agree that time is strictly of the essence with respect to each term and condition of this Donation Agreement and that the failure to timely perform any of the terms and conditions by either party shall constitute a breach and default under this Donation Agreement by the party failing to so perform.
- 4.4 **Partial Invalidity.** If any portion of this Donation Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, that portion shall be deemed severed from this Donation Agreement and the remaining parts shall remain in full force as fully as though the invalid, illegal or unenforceable portion had never been part of this Donation Agreement.

- 4.5 **Governing Law.** The parties intend and agree that this Donation Agreement shall be governed by and construed in accordance with the laws of the state in which the Property is located.
- 4.6 **No Third Parties Benefits.** No person other than Donor and Donee, and their permitted successors and assigns, shall have any right of action under this Donation Agreement.
- 4.7 **Waivers.** No waiver by either party of any provision shall be deemed a waiver of any other provision or of any subsequent breach by either party of the same or any other provision.
- 4.8 **Captions.** The captions and Section numbers of this Donation Agreement are for convenience and in no way define or limit the scope or intent of the Sections of this Donation Agreement.
- 4.9 **Counterparts.** To facilitate execution, this Donation Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.
- 4.10 **No Presumption.** All the parties hereto and their attorneys have had full opportunity to review and participate in the drafting of the final form of this Donation Agreement and all documents attached as exhibits. Accordingly, such documents shall be construed without regard to any presumption or other rule of construction whereby any ambiguities within this Donation Agreement would be construed or interpreted against the party causing the document to be drafted.
- 4.11 **Notices.** Any notices or other communication required or permitted under this Donation Agreement shall be in writing, and shall be (a) personally delivered, or (b) sent by certified or registered United States mail, postage prepaid, return receipt requested, or (c) by overnight delivery by a reputable courier to the address of the party set forth in this Section or (d) telecopied to the Fax number of the party set forth in this Section. Such notice or communication shall be deemed given (i) if sent by personal delivery or by overnight courier, when delivered in person, (ii) if sent by telecopier, when evidence of successful transmission by telecopier has been received by sender or, (iii) in the case of mailed notice, forty-eight (48) hours following deposit in the United States mail. Notice of change of address shall be given by written notice in the manner detailed in this Section.

If to the Donee: **CITY OF MOUNT HOLLY**

If to the Donor:

Wells Fargo Bank, N.A.
1 Home Campus
Des Moines, Iowa 50328-0001
Attention: Whitney Tenboer , MAC# X2301-049

With a copy to:

Wells Fargo Bank, N.A.
800 Walnut Street
Des Moines, Iowa 5309
Attention: Assistant General Counsel, MAC N0001-11B

- 4.12 **Joint and Several.** If more than one person or entity has executed this Donation Agreement as Donee, the obligations of all such persons or entities hereunder shall be joint and several.

[Signatures on the next page]

DONEE:

CITY OF MOUNT HOLLY

Signature: _____

Print Name: _____

Title: _____

DONOR:

WELLS FARGO BANK, N.A.

Signature: _____

Print Name: _____

Title: _____

EXHIBIT "A"

PROPERTY ADDRESS

249 FOX DEN DR
MOUNT HOLLY, NC 28120

LEGAL DESCRIPTION

Being all of Lot 63 in Map 3 of Fox Trail as same is shown on a plat thereof recorded in Plat Book 43, Page 62 in the Gaston County Public Registry.

OFAC CERTIFICATE

Pursuant to the Bank Secrecy Act and requirements specified by the Department of the Treasury's Office of Foreign Assets Control ("OFAC"), Wells Fargo Bank, N.A. will not engage in any transactions with any individual or entity that either appears on the list of Specially Designated Nationals and Blocked Persons, Specially Designated Terrorists, Specially Designated Narcotics Traffickers or that Wells Fargo Bank, N.A. suspects to be involved in a suspicious transaction or one in violation of federal law. Therefore, the following information must be provided. If Buyer fails to provide this information, Wells Fargo Bank, N.A. will not consider your offer. This information will only be used for the sole purpose of screening against OFAC and WorldCheck lists.

Please provide the following information:

Buyer 1

First Name:	Middle Name:	Last Name:	
Address:	City:	State:	Zip:
Country:	DOB:	Phone #:	

Buyer 2

First Name:	Middle Name:	Last Name:	
Address:	City:	State:	Zip:
Country:	DOB:	Phone #:	

Buyer 3

First Name:	Middle Name:	Last Name:	
Address:	City:	State:	Zip:
Country:	DOB:	Phone #:	

Buyer's Agent Information

First Name:	Last Name:	Company:	
Address:	City:	State:	Zip:
Email:	Phone #:	Fax # :	

Buyer's Company/Corporation/Partnership

If buyer is a Company/Corporation/Partnership or is not purchasing as an individual, buyer must provide full company/ corporation name and Articles of Incorporation and signing authority. **Full Name of Company/ Corporation and Address:**

CITY OF MOUNT HOLLY

List All Principal Owners of Partnership or LLC. Include individual tax ID, address and dates of birth for each. If the buyer is a non-profit organization, please list all signer's names (including non-board members) as well as all individuals with principal ownership or financial interest in the non-profit organization.:

Corporation Tax ID:

If Wells Fargo Bank, N.A. finds in its sole and absolute discretion that any purchaser meets the criteria as described above, the offer, purchase agreement or other documents executed in connection with the purchase of the property shall be of no effect, and shall be immediately cancelled. No party shall be liable to the other party in any way, for any claims whatsoever. Any earnest money shall be returned.

**AGREEMENT FOR PURCHASE AND SALE
OF REAL PROPERTY**

THIS AGREEMENT made this ____ day of August, 2013, by and between The City of Mount Holly ("City") and Provident Development Group, Inc. and Samuel J. Stigler Jr. Revocable Trust Collectively referred to as ("Seller").

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Terms and Definitions: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

"Property": 3.88 acres +/- located adjacent to and partly within a Duke Power Company Right-of-way fronting on Lucia Riverbend Highway, and being a portion of tax parcel identification number 175076, together with a 40-foot permanent easement ("the Easement") and a 20-foot temporary construction easement for ingress, egress, and an extension of utilities to the Property as shown on Exhibit A.

\$ 120,000 (b) **"Purchase Price"** shall mean the sum of
One Hundred Twenty Thousand Dollars

\$ 5,000 (i) **"Earnest Money"** shall mean Five Thousand Dollars
or terms as follows:

Upon acceptance of this contract, the Earnest Money shall be promptly deposited in a noninterest bearing escrow account with Michael, Lopez, & Anders, PLLC, to be applied as part payment of the purchase price of the Property at the time sale is closed, or disbursed as agreed upon under the provisions of Section 9 herein.

\$ 115,000 (v) **"Cash"** at closing in the amount of One Hundred Fifteen Thousand Dollars, balance of Purchase Price.

(c) **"Closing"** shall occur on or before 30 days following the end of the examination period or any extension thereof.

(d) "Broker" shall mean: Larry Core of SouthEast Commercial Real Estate Group Inc. who is Seller's Broker and Seller agrees to be solely responsible for the payment of any commissions owed to such company. City has no Broker.

(e) "Examination Period" shall mean the period beginning on the date this Agreement is fully executed and extending for a period of 90 days thereafter (or upon the first business day thereafter should the examination period end on a non business day).

(f) "Intended Use" shall mean the use of the Property for the following purpose:
Any lawful purpose

(g) "Seller's Notice Address" shall be as follows: Samuel J. Stigler Jr. Revocable Trust
and
Provident Development Group, Inc., 6707 Fairview Road, Suite B, Charlotte, NC
28210
except as same may be changed pursuant to Section 10.

(h) "City's Notice Address" shall be as follows:
Kemp A. Michael or Marie M. Anders, 124 W. Catawba Ave., Mt. Holly, NC 28120
except as same may be changed pursuant to Section 10.

Section 2. Proration of Expenses and Payment of Costs: Seller and City agree that all property taxes, leases, rents, mortgage payments and utilities or any other assumed liabilities, if any, shall be prorated as of the date of Closing. Seller shall pay deed stamps and other conveyance fees or taxes, and City shall pay recording costs, costs of any title search, title insurance, survey and other expenses incurred by City.

Section 3. Sale of Property. Seller agrees to sell the Property for the Purchase Price set forth on Section 1.

Section 4. Payment of Purchase Price: City shall pay the Purchase Price in accordance with all the terms and conditions of this contract.

Section 5. Title: Seller agrees to convey fee simple marketable title to the Property by general warranty deed, subject only to the exceptions hereinafter described. Seller represents and warrants that Seller is the fee simple owner of the Property, and at Closing, Seller shall deliver to City good and marketable fee simple title to said Property, free and clear of all liens, encumbrances and defects of title other than zoning ordinances affecting the Property, utilities easements of record serving the Property, taxes not yet due and payable, road rights-of-way of record and those other encumbrances, reservations, restrictions and easements and other exceptions set forth on **Exhibit B** attached hereto ("Permitted Exceptions").

Section 6. Conditions: This Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon fulfillment (or waiver by City) of the following conditions:

- (a) **Title Examination:** During the Examination Period, City shall, at City's expense, cause a title examination to be made of the Property, as defined in Section 1(e). In the event that such title examination shall show that Seller's title is not good, marketable, fee simple and insurable, the City shall immediately notify Seller in writing of all such title defects and exceptions, as of the date City learns of the title defects, and Seller shall have thirty (30) days to cure said noticed defects. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, the City may terminate this Agreement and receive a return of Earnest Money (notwithstanding that the Examination Period may have expired). Title to the Property must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions. Any exceptions of record as of the date of this Agreement and not objected to during the Examination Period shall be deemed to be Permitted Exceptions.
- (b) **Intended Use:** Seller represents and warrants that, to the best of Seller's knowledge, use of the Property for its Intended Use will not violate any private restrictions or governmental regulations. If City determines, prior to the date of Closing, that use of the Property for its Intended Use will violate any such private restrictions or governmental regulations, then City may terminate the Agreement by written notice and receive a return of the Earnest Money, and neither party shall then have any further obligations in connection with this Agreement.
- (c) **Same Condition:** If the Property is not in substantially the same condition as of the date of the offer, reasonable wear and tear excepted, then the City may terminate the Agreement and receive a return of the Earnest Money. **It's agreed that Seller may cut the trees from the property at any time prior to closing. However, logging roads shall not be created within the Property and slabs and other waste shall not be accumulated or piled upon the Property.**
- (d) **Inspections:** City, its agents or representatives, at City's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, performing soil boring and other testing, conducting timber cruises, and surveying the Property. City shall also have a right to review and inspect all leases, contracts or other agreements affecting or related directly to the Property and shall be entitled to review such books and records of Seller as relate directly to the operation and maintenance of the Property. City assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under this Paragraph and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. City shall have from the date of acceptance through the end of the Examination Period to perform the above inspections, examinations and testing to determine if the Property is suitable for the Intended Use. If, prior to the expiration of the Examination Period, City determines that the Property is unsuitable, in City's sole discretion, and provides written notice to Seller thereof, then this Agreement shall terminate, and City shall receive a return of the Earnest Money.

TOW

- (e) **Gravity sewer line:** As a material part of the consideration for this conveyance, City agrees that City will construct at City's cost an 8-inch gravity sewer line ("the Line") at the approximate location shown on Exhibit A along Highway 273, also known as Mountain Island Highway. City shall be required to extend the Line along Hwy 273 to a point immediately adjacent to the 40-foot rear access Easement and extend the 8 inch line approximately 50 feet down the Access Driveway to allow Seller to tie in sewer to said Line within the access Easement and thereafter the Line along the access road will be 4 inches in diameter extending to the Property. The Line will be owned by City, but will be available for use by Seller in the development of its remaining portion of tax parcel identification number 175076. This easement for Sewer Service shall be 25 feet during construction and 15 feet thereafter, and shall be within the Easement and located as near to the Duke Power right of way as practicable. City agrees to begin design of the sewer line at such time as it appears to the City that a sale of the property to a developer is imminent and that construction upon the Tract will likely begin within 24 months of closing. After closing of a sale to developer and at such time as the developer presents to City evidence reasonably satisfactory to City demonstrating that the development and construction upon the remaining Tract will begin within 24 months, then City agrees to begin and complete construction of the Line as soon as practicable.
- (f) **Access from Highway 273:** It is agreed that the road to be constructed within the Easement may be constructed at such time as City may elect, according to City's specifications for such road. Once constructed City may, at its election utilize this road as a public or private street and there shall be no requirement that City constructs curb, guttering, or sidewalk along this road. At any time prior to construction of the access road by City, Seller, or its successor in title, may notify City of a proposed alternate easement ("Alternate Easement") for the access road. The parties may by mutual agreement relocate the proposed Easement upon such terms or conditions that they may elect.

Section 7. Environmental: Seller represents and warrants that it has no actual knowledge of the presence or disposal within the buildings or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including but not limited to, those substances, material and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 331 of the Clean Water Act, 33 U.S.C. Sec. 1251, et. seq. (33 U.S.C. 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Sec. 1371) (v) defined as a hazardous waste pursuant to Section 1004 of the Resources Conservation and Recovery Act, 42 U.S.C. Sec. 6901, et. Seq. (42 U.S.C. Sec. 6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sec. 9601, et. Seq. (42 U.S.C. 9601). Seller further states that it has no actual knowledge of any

TDW

contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts, and it has no reason to suspect that such use or disposal has occurred, either during or prior to its ownership of the Property.

Section 8. Risk of Loss/Damage/Repair: Until Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. In the event the Property is damaged so that the Property cannot be conveyed in substantially the same condition as it was prior to Closing, then City may elect to terminate this Agreement, and the Earnest Money shall be returned to the City. Except as to maintaining the Property in its same condition, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.

Section 9. Earnest Money Disbursement: In the event this offer is not accepted, or in the event that any of the conditions hereto are not satisfied, or in the event of a breach of this Agreement by Seller, then the Earnest Money shall be returned to City, but such return shall not affect any other remedies available to City for such breach. In the event this offer is accepted and City breaches this Agreement, then the Earnest Money shall be forfeited, but such forfeiture shall not affect any other remedies available to Seller for such breach.

Section 10. Closing: Closing shall consist of the execution and delivery by Seller to City of a General Warranty Deed and other documents customarily executed by a seller in similar transactions, including without limitation, an owner's affidavit, lien waiver forms and non-foreign affidavit and the payment by City to Seller of the Purchase Price in accordance with the terms of the Purchase Price. At Closing, the Earnest money shall be applied as part of the Purchase Price or as otherwise provided in Section 1(b)(i). The Closing shall be held at the office of City's attorney or such other place as the parties hereto may mutually agree. Possession shall be delivered at closing, unless otherwise agreed herein.

Section 11. Notices: Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing and shall be deemed to have been properly given and received on the date delivered in person or deposited in the United States mail, registered or certified, return receipt requested, to the addresses set out in Section 1(g) as to Seller and in Section 1(h) as to City, or at such other addresses as specified by written notice delivered in accordance herewith.

Section 12. Entire Agreement: This agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto.

Section 13. Adverse Information and Compliance with Laws:

(a) **Seller Knowledge:** Seller has no knowledge of (i) condemnation(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against the Property; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; or (iv) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer or other

TOW

8-21-2013 (d)

improvements on or adjoining the Property, and no owners' association special assessments.

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

Section 14. Survival of Representations and Warranties: All representations, warranted, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to City such other documents and instruments, and take such other action as City may reasonably request or as may be necessary to more effectively transfer to City the Property described herein in accordance with this Agreement.

Section 15. Applicable Law: This Agreement shall be constructed under the laws of the state in which the Property is located.

Section 16. Tax-Deferred Exchange: In the event City or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, City and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and City shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

CITY:
The City of Mount Holly

By: _____
Name:
Title:

SELLER:
Provident Development Group, Inc.

By: Tom Waters
Name: Tom Waters
Title: Owner / Manager

Samuel J. Stigler, Jr., Revocable Trust

By: Samuel J. Stigler Jr.
Name: Samuel J. Stigler Jr.
Title: Owner

8-21-2013 (d)

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

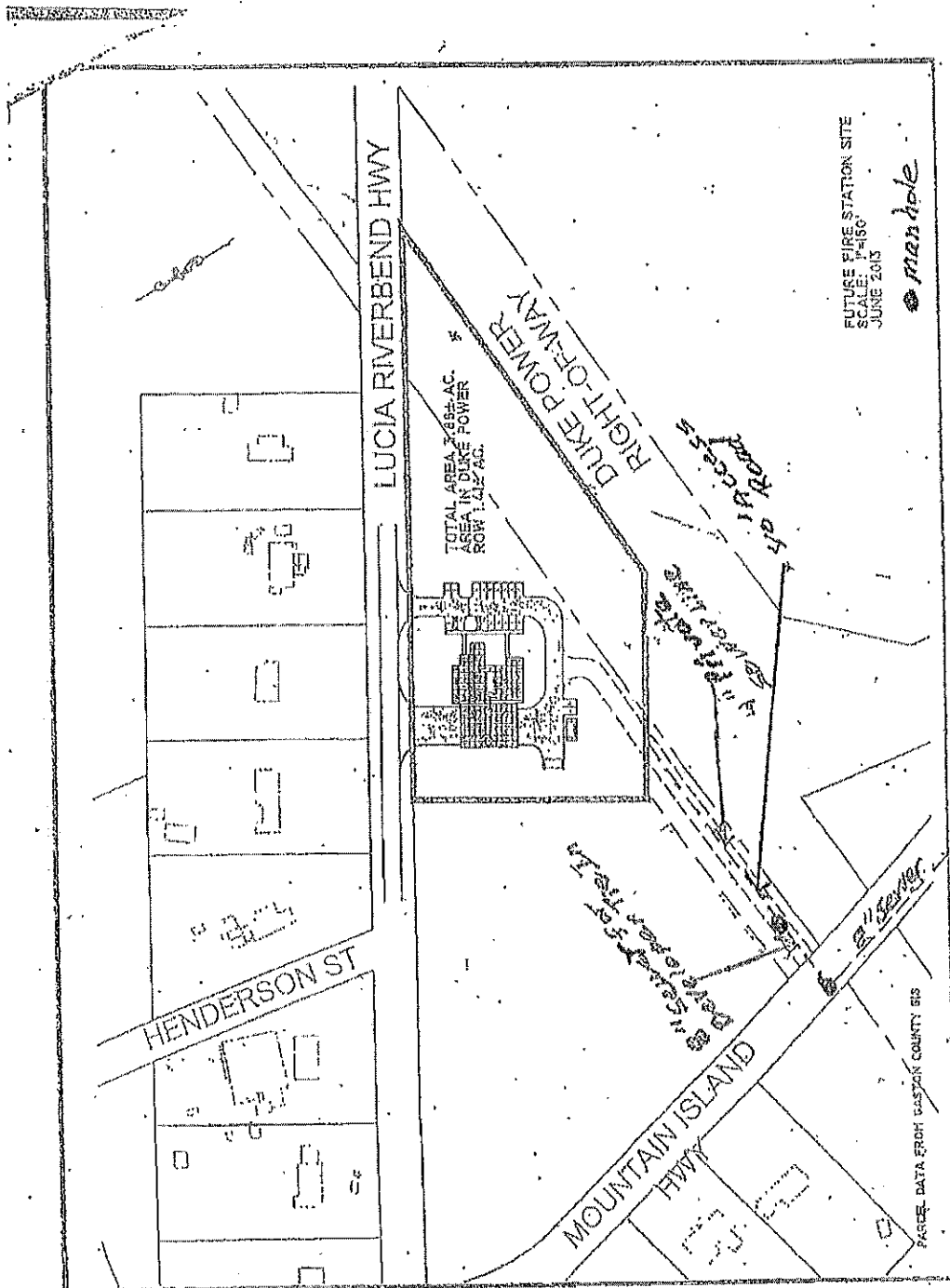
Michael, Lopez, & Anders, PLLC

Date: _____

By: _____
Name:

Exhibit A

Map



TOW

Exhibit B

None

T.D.W