August 9, 2021
Council Meeting

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

CITY OF MOUNT HOLLY
MOUNT HOLLY CITY COUNCIL MEETING AGENDA

August 9, 2021
7:00 P.M.

CALL TO ORDER BY THE MAYOR

INVOCATION
Reverend Tim McCarn, Pastor at Core Church

PLEDGE OF ALLEGIANCE

SET THE AGENDA

CONSENT AGENDA
1. Approval of Budget Amendment
   - Planning/GIS Software
   - Police/MHPD Memorial Plaza
   - Police/Appropriate Funds from State Drug Tax for additional vehicle equipment
2. Approval of Liens for Weeds and Grass
   - 807 Noles Drive
   - 115 Globe Street
3. Approval of Lien on Property Located at 329 North Lee Street for the Cost of Demolition
4. Approval of Re-appointment of Angela Blackwood to the ABC Commission
5. Approval of a Release of Lennar's Letter of Credit in accordance with the Annexation Agreement
6. Approval of the Release of Water's Edge performance bond for Phase 4, Map 1
7. Approval of the Release of Water's Edge performance bond for Map 5
8. Approval of the Release of Water's Edge performance bond for Map 6
9. Approval of Exemption from General Statutes relating to the hiring of Architects, Engineers, and Surveyors under the requirements of the Mini-Brooks Act for the design of a metal roof over top of a glass curtain wall located at The Water Treatment Plant 111 Mountain Island Rd
10. Approval of Minutes of the July 12, 2021 Council Meeting

PRESENTATIONS
1. Special Recognition *Mayor Bryan Hough*
2. Presentation to the Mount Holly Police Department to Honor the Memory of Officer Tyler Herndon *Chief Ryan Baker/MH Fire Department*

PUBLIC HEARING
1. Public hearing on the naming of the greenway *Mark Jusko*
2. Public hearing to consider rezoning a 2.06-acre parcel, located at 725 Elm Street, Tax Parcel #123513, from Conditional District Commercial-Multifamily, approved on 1-14-19, to Conditional District Commercial. *Greg Beal*

PUBLIC COMMENT – Three (3) Minute Limit

OLD BUSINESS

1. Consideration and Approval of the Morton Joint Driveway Agreement as it relates to the Parks Plan

Mark Jusko and Kemp Michael

NEW BUSINESS

2. Consideration and Approval of Recommendations from the Tourism Development Authority

Miles Braswell

CLOSED SESSION

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

ADJOURN

CONSENT AGENDA

City of Mount Holly
Action Agenda Item

To:	Mayor and City Council	**Date:**	August 4, 2021
From:	Michelle Wood	**Meeting Date:**	August 9 2021

Agenda Item to be considered: Budget Amendment

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

Background/Purpose of Request: This budget amendment will cover one year cost of GIS mapping system

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 amendment

Result of City Council Decision: _____

Attachments:

CITY OF MOUNT HOLLY
FY 21-22 Budget Amendment

Account Number	Description	Account Debit	Account Credit
62-91-7900-550	Capital Outlay	$ 159,500.00	
62-91-3991-000	Fund Balance Appropriation		$ 159,500.00
	TOTAL	$ 159,500.00	$ 159,500.00

Date Submitted: 04-Aug-21

Finance Officer: _____

City Manager: _____

Department Comments:

Budget Amendment for Testing

Unassigned Fund Balance after Budget Amendment Approval: $4,638,095

% of Budget after Budget Amendment Approval: 31.171%

vhb

Memorandum

To: Derek Dixon

Date: April 13, 2021
Project #: Mt. Holly Utility Mapping

From: Taruna Tayal, PMP

Re: Cost Estimate for Utility Surveying and Mapping for Mt. Holly

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Description of Project

Inventory, automate and survey the Town's existing water, wastewater, and storm sewer system into a GIS-based mapping system. The following activities will be performed in the estimated budget:

- Conduct a kick-off meeting to present and discuss the options the town has
- Provide a study and recommend GIS development strategy (Needs Assessment)
- Develop a phased implementation plan and schedule for the work
- Work with the town to assemble the best available record drawings
- Create a GIS data model that will support the town's goals and desired applications
- Scan the existing record drawings and create a spatial inventory – we recommend using a third-party local vendor who can come to your office to scan the documents.
- Execute a comprehensive Pilot Project within the Town (small representative area)
- Continue automating the systems from the existing record drawings
- Locate features using ground survey and backfill missing features from field collection efforts
- Preform quality control tests and field verify questionable data
- Setup initial ArcGIS Online Environment with configuration of mobile and desktop applications

Assumptions:

a. Based on our past experience with similar size towns we are assuming a total of 10,900 as-built record drawings to cover all the three utility types.

b. Year 1

   i. Scan, Index the as-built plants and geolocate scanned documents on GIS map published on AGOL. This includes drawing a polygon in GIS that represents the location of the plan. There are two options to store scanned pdfs: in ArcGIS Online or on a dedicated server at the Town. This is a two-step process:

      i. Step 1 - Each plan is cataloged in a metadata table (capture plan name, year, type and other key information) and then a polygon is drawn in GIS representing the location of the plan. A

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"link/attachment" is created for each polygon to the PDF file (this workflow varies slightly based on where the PDF's are stored). The GIS polygons are then published to AGOL (or Portal) with the associated metadata table. LOE – 900 hours (12 documents per hour)

ii. Step 2 - Develop a web app using out of the box solution – LOE 8hours

ii. Convert scanned document to geodatabase, survey and verify a pilot area for all utilities and identify gaps, viewing application for plans and converted data

iii. Conduct Needs Assessment and develop a long-term implementation plan

c. Year 2 and 3

i. Complete conversion of scanned document to geodatabase, survey and verify remainder of the town for all utilities and identify gaps

ii. Purchase Esri ELA and publish GIS files to AGOL for operations, management, and work order system.

Proposed Cost in 2021 dollars:

Year 1:

a. Scanning - Using a third-party vendor at $2.25 per sheet: $25,000

i. Optionally Town purchase a scanner and scan internally.

b. Geolocate Scanned Documents and publish on AGOL - $67,500

c. Configuring mobile and web application for access to scanned documents, data collection and verification - $10,000

d. Surveying Pilot Area (approximately 13.89 miles – 15%):

i. $13,500 @ $1,000 per mile including mileage and QAQC

e. Digitizing Pilot Area (approximately 13.89 miles – 15%)- $21,000

i. Water - $6,300

ii. Sewer - $6,300

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iii. Storm - $8,400

f. Esri AGOL license - $2,500

g. Needs Assessment & Strategic Plan - $12,000

h. Initial setup of Esri ArcGIS Online Environment - $8,000

Total Year 1 cost - $159,500

Year 2 and 3:

a. Surveying remainder town (approximately 78.71 miles – 85%):

i. $40,000 per year @ $1,000 per mile including mileage and QAQC

b. Digitizing remainder town (approximately 78.71 miles) - $120,000

i. Water - $18,000 per year

ii. Sewer - $18,000 per year

iii. Storm - $24,000 per year

c. Esri Cloud Based Enterprise Agreement - $10,500 per year

d. Configuration of mobile and office applications to leverage data - $15,000

Total Year 2 and 3 cost - $110,500 per year plus $15,000 for application configuration in year 3.

Sample Screenshots of Webapp with geolocated scanned document from Town of Cacey, SC

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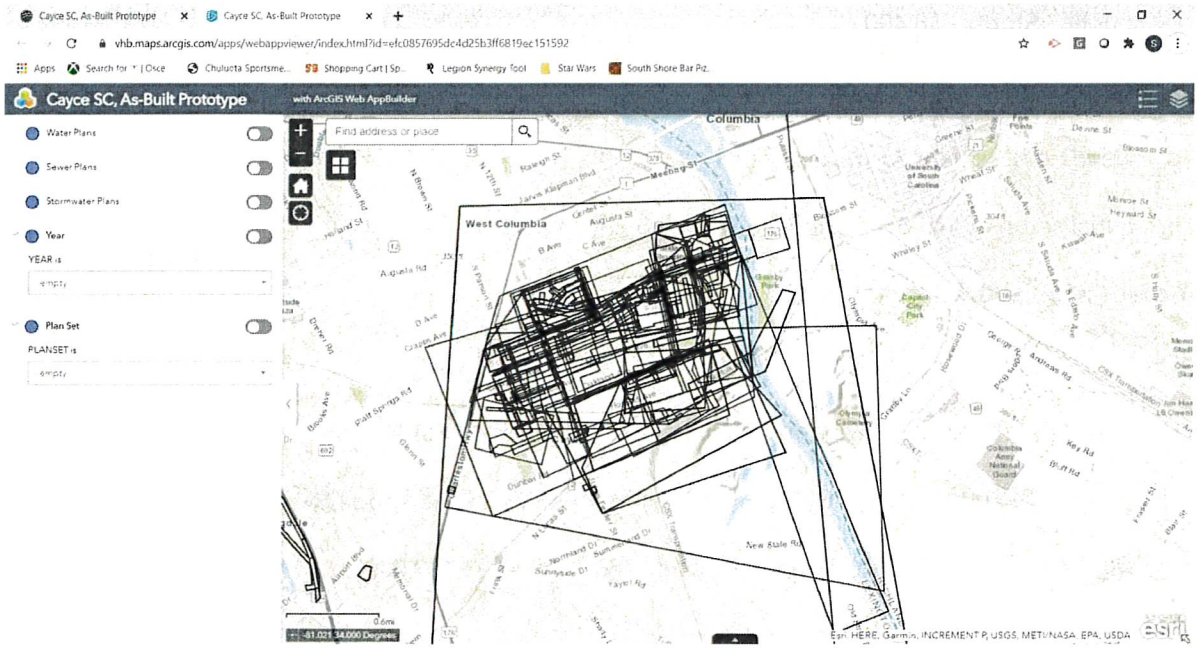

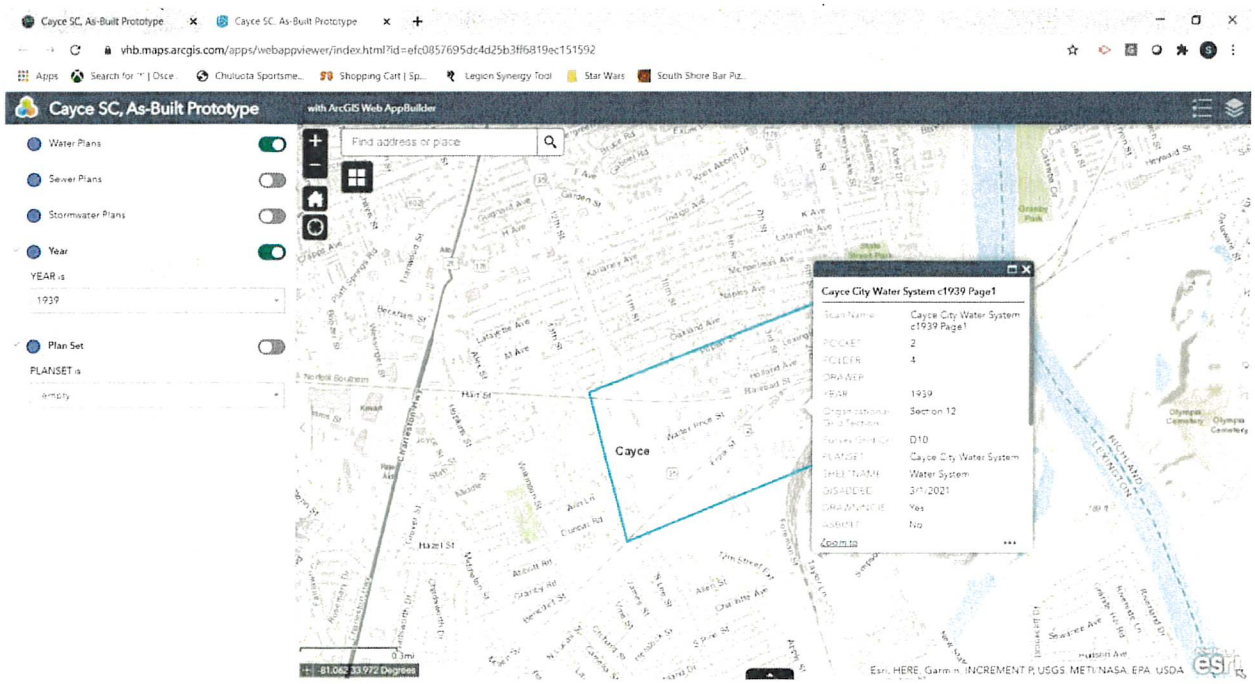

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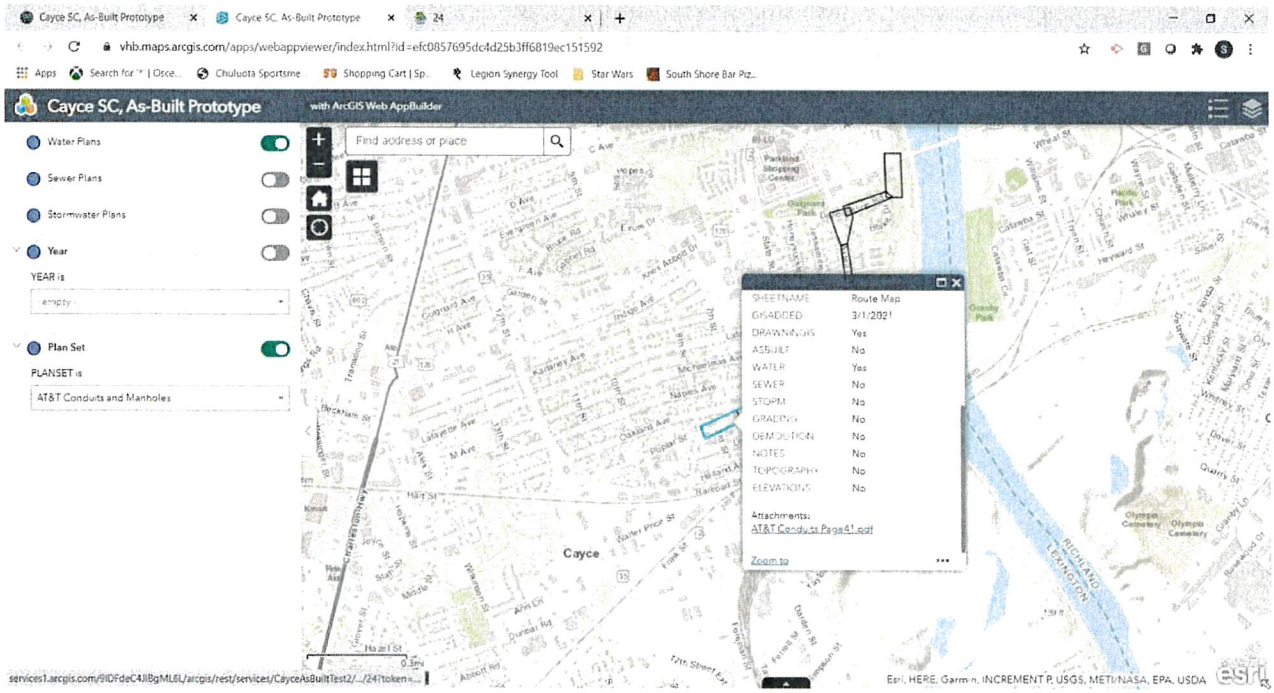

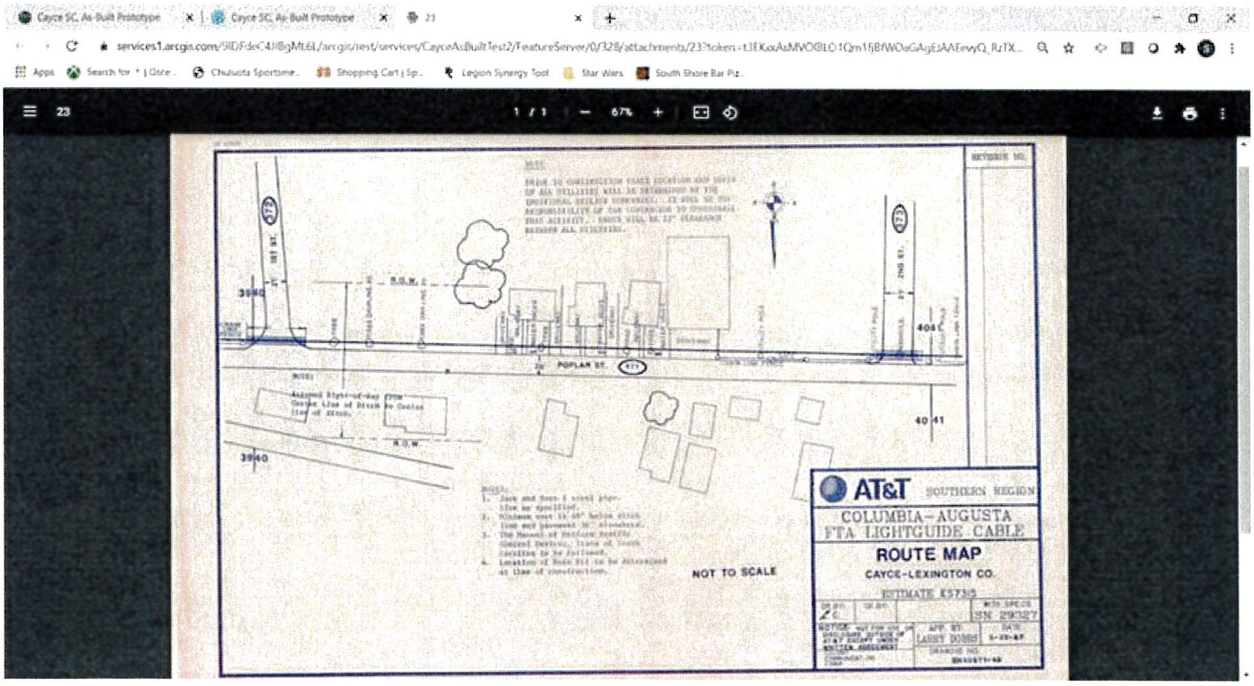

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City of Mount Holly
Action Agenda Item

To:	Mayor and City Council	**Date:**	August 4, 2021
From:	Michelle Wood	**Meeting Date:**	August 9 2021

Agenda Item to be considered: Budget Amendment

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

Background/Purpose of Request: This budget amendment to the McAdams will cover construction material testing and inspections. Items that will be tested/inspected are concrete, rebar, footings/foundations, etc. These services will be performed by ECS through McAdams.

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 amendment

Result of City Council Decision: _____

Attachments:

CITY OF MOUNT HOLLY
FY 21-22 Budget Amendment

Account Number	Description	Account Debit	Account Credit
10-10-4310-551	Special Projects	$ 6,964.00	
10-00-3991-000	Appropriated Fund Balance		$ 6,964.00
	TOTAL	$ 6,964.00	$ 6,964.00

Date Submitted: 04-Aug-21

Finance Officer: _____

City Manager: _____

Department Comments:

Budget Amendment for Testing

Unassigned Fund Balance after Budget Amendment Approval: $4,638,095

% of Budget after Budget Amendment Approval: 31.71%

MCADAMS

CHANGE ORDER 1 > **2021210111**

Date: July 19, 2021

AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES:

BETWEEN The City of Mount Holly (Owner / Client)
AND The John R. McAdams Company, Inc.

Original Agreement Dated	February 22nd 2021
Project Name	Police Memorial
Project Location	Mt. Holly, NC
Project Number	2021210111.00
Client Contact	Miles Braswell

We hereby amend the Agreement for the above-referenced project, as follows:

Owner / client authorizes The John R. McAdams Company, Inc. to perform the following additional services:

L2.00 Third Party Construction + Materials Testing Services:
FEE: $6,964.10

Services will be provided by ECS. See attached scope of services to be provided.

The Fee for these additional services:

$6,964.10

The Terms and Conditions of the original Agreement shall apply to this amendment.

OWNER / CLIENT		**THE JOHN R. MCADAMS COMPANY, INC.**	
By:		By:	
Printed Name:		Printed Name:	Nick Lowe
Position:		Position:	Senior Landscape Architect
Date		Date:	07-19-21

ECS Southeast, LLP

Proposal for Construction Materials Testing Services

MHPD Memorial Plaza
Mount Holly, North Carolina
ECS Proposal Number 08-26453P

July 14, 2021

July 14, 2021

Mr. Nick Lowe
McAdams
2905 Meridian Parkway
Durham, North Carolina 27713

Reference: Proposal for Construction Materials Testing Services
MHPD Memorial Plaza
Mount Holly, North Carolina
ECS Proposal Number 08-26453P

Dear Mr. Lowe:

ECS Southeast, LLP (ECS) appreciates this opportunity and is pleased to present this proposal for Construction Materials Testing (CMT) Services for the above referenced project. We have formulated a scope of service based on our understanding of the project, our experience performing similar services throughout the local area, and our review of the project documents provided to us.

Our 33 years of experience in the area helps us provide efficient, cost-effective CMT and engineering consulting services. Additionally, our automated Field Reporting and Electronic Distribution (FRED) system provides efficient reporting of our services. Our FRED system is a completely digital method of information transmittal that is quick, efficient and accurate. Using a hand-held tablet, our Field Technicians write their reports on site and transmit them to our office. The Project Manager/Principal Engineer then reviews the report before it is automatically sent to you via email, within hours of completion. These reports can also be faxed or mailed as needed. Everyday construction problems in the field can be resolved quickly by the project engineer, thus saving the client time and money.

Our Charlotte branch is the second largest in our firm, and staffed with over 100 employees consisting of more than 25 professional engineers and EITs, geologists, project managers, certified welding and NDT inspectors, special inspectors, and laboratory and field technicians. Additionally, we are fully accredited by AMRL in accordance with ASTM E329 in materials testing and special inspections.

We feel certain that ECS can offer unparalleled service and value to your project. If you have any questions or comments regarding our proposal, please contact us. We look forward to hearing from you.

Respectfully,

ECS SOUTHEAST, LLP

Jeremy Q. Miller, E.I.
Project Manager

John R. Arnall Jr., P.E.
Principal Engineer

PROJECT UNDERSTANDING

It is our understanding that the project is located at Hill Street and E Catawba Avenue in Mount Holly, North Carolina. The project will consist of the construction of a masonry memorial retaining wall and seat retaining wall with a precast concrete face bear on a shallow foundation system. Site work will include retaining wall backfill and concrete for sidewalks, stairs, and flagpole foundations.

SCOPE OF SERVICES

Based on our review of the civil drawings dated 06/04/2021 and our discussion with the project team on 7/8/2021. We anticipate providing the following construction materials testing services:

Reinforced Concrete:

Cast-in-place Concrete:

1. Observe placement of reinforcing steel for compliance with the project plans and specifications prior to the placement of concrete.
2. Observe the installation of post-installed anchors in hardened concrete.
3. Observe formwork for shape, location, and dimensions of concrete members being formed.
4. Document the use of the required design concrete mix.
5. Perform physical property tests including slump, air content, and concrete temperature at the time fresh concrete is sampled, and obtain samples for strength testing.

Structural Masonry:

1. As masonry construction begins, the following shall be observed for compliance:
    a. Location of reinforcement and connectors.
2. We will observe:
    a. Size and location of structural elements.
    b. Type, size and location of anchors, including other details of anchorage of masonry to structural members, frames or other construction.
    c. Specified size, grade and type of reinforcement.
    d. Protection of masonry during cold weather (temperature below 40 degrees Fahrenheit) or hot weather (temperature above 90 degrees Fahrenheit).
3. Prior to grouting, the following shall be observed to document compliance:
    a. Grout space is clean.
4. Placement of reinforcement and connectors and pre-stressing tendons and anchorage.
5. Grout placement shall be observed to document compliance with code and construction document provisions.
6. Preparation of required grout prisms shall be observed.

Soils:

1. Perform Dynamic Cone Penetrometer testing to document materials below shallow foundations are adequate to support the design bearing capacity.
2. Document excavations are extended to proper depth and have reached proper materials
3. Perform classification and testing of compacted fill materials.
4. Perform testing and observations during placement and compaction of the fill material to document lift thickness, material type, and compaction efforts comply with the approved report.
5. Observe conditions of excavation subgrades prior to foundation preparation or fill placement.
6. Perform appropriate laboratory testing on materials proposed for use as wall backfill in general accordance with project specifications. Testing may include:
    a. Grain Size Distribution, ASTM D-422
    b. Liquid and Plastic (Atterberg) Limits, ASTM D-4318
    c. Standard Proctor Moisture Density Relationships

Additional services not included in our cost of services for this project:

- *Observe undercutting operations to document removal of unsuitable materials including debris, trash, muck, problem clays or stones with a maximum dimension greater than 6 inches.*
- *Observe foundation drainage and drainage materials and report compliance with the Contract Documents and the manufacturer's recommendations.*

ESTIMATED FEE

Our estimated fee for providing the services mentioned above will be on the order of **$6,400**. A spreadsheet summarizing our anticipated scope of services and durations is attached for your review. During the preparation of this proposal, we reviewed the civil drawings dated 06/04/2021.

We have based this estimate on an assumed duration equivalent to 3 **calendar weeks** of on-call, part time testing services and professional and administrative support. These services are not full time, on-site observations unless otherwise noted herein, are required by project documents or building code, or shown as such on the attached cost estimate. Any services in addition to those outlined in this proposal will be billed in accordance with the unit rate schedule provided. **Should a detailed construction schedule be provided, we will be happy to revise our estimate accordingly.**

Our actual fee may be greater or less than the estimate based upon actual quantities calculated using the enclosed schedule of rates. Additional site visits for specific tasks of retesting failed tests or technician hours in excess of 8 hours per day have not been included in our fee estimate. It is our understanding that the required services have been included in our unit price list and accounted for in our fee estimate. Should supplemental services be deemed necessary at a later date, they will be invoiced at the rate noted on the fee schedule in effect at that time, unless otherwise agreed upon in advance. The unit prices listed herein shall remain as stated throughout the project.

The services described above will be rendered portal-to-portal from our office, with a mileage charge of $0.72 per mile. Our unit rates are based on a normal 8 hour workday, Monday through Friday. Overtime

beyond 40 hours/week, outside of the hours of 7:30 am and 5:30 pm, and on Saturday, Sunday and Holidays will be invoiced at a rate of 1.5 times the normal hourly rate indicated above.

UNDERSTANDING CONSTRUCTION MATERIALS TESTING

Construction Materials Testing (CMT) is performed to help provide the project's contractors, designers, owners, and local code officials some indication of the level of compliance obtained by the installing contractors with the project specification. These services are provided at intervals defined by the project specifications and/or by the applicable building code. Test locations for most materials (i.e. soils, concrete, fireproofing, etc.) are generally based upon a percentage or area; as such not all materials incorporated into a construction project are tested or observed.

The greater the testing frequency, the higher the confidence level that the test results are representative of other untested areas, however, no amount of testing can assure 100% compliance. Testing and observations provided by ECS do not relieve the installing contractors from their obligation to install all materials in accordance with the applicable project plans and specifications. ECS makes a reasonable effort to test in accordance with the applicable project requirements and identify areas of materials that may not comply with the project specifications. However, due to the periodic and random nature of our testing, we cannot guarantee that all materials have been installed in accordance with the specifications.

The responsibility to correct or remediate non-complying conditions, even non-complying conditions discovered after testing or during subsequent phases of construction remains solely with the installing contractors.

REPORTING, BILLING, COMMUNICATION, AND CONTRACT CONDITIONS

You will be issued daily field reports and laboratory test reports as part of our service. Because our reporting systems are fully computerized, we are generally able to submit field reports and laboratory results within 48 hours of testing. If deficiencies in procedures or materials are recognized in the field, the general contractor will be verbally notified as soon as possible so that the problem may be resolved prior to the performance of additional work. Deficient laboratory results are reported by e-mail to the client, structural engineer, and general contractor by the Project Engineer. Copies of reports will be forwarded to each party by e-mail as requested by the client, at no extra charge, as part of our service. Upon request, ECS will provide a separate invoice for services provided outside the scope of services for the estimated cost.

All scheduling requests must be made by 3:00 pm the day prior to service so that the proper personnel may be scheduled for the required task. The appropriate contractor or owner representative should contact our project manager to provide the appropriate level of staffing to meet the project requirements. Each scheduling request will be assigned a work order number so that the scheduled testing is documented.

Invoices will be issued on a monthly basis and will provide a week by week breakdown of billing units, unless modified by request of the client. They are normally processed on or around the 10th of each month and represent costs incurred during the previous month. These invoices will also display a monthly cumulative summary of project costs to date. This monthly summary will serve as a means of monitoring

job expenses as they relate to job progress. We request that payment be rendered within 30 days of receipt of the invoice. ECS reserves the right to assess a finance charge of 1.5% per month on the outstanding balance over 30 days. ECS also reserves the right to withhold final certifications until outstanding balances have been paid in full.

SUMMARY AND ACCEPTANCE

Attached to this letter, and an integral part of our proposal, are our "Terms and Conditions of Service". These conditions represent the current recommendations of the GBA Professional Firms Practicing in the GeoSciences, the Consulting Engineers' Council, and the Geo-Institute of the American Society of Civil Engineers.

Our insurance carrier requires that we receive written authorization prior to initiation of work, and a signed contract prior to the release of any work product. This letter is the agreement for our services. Your acceptance of this proposal may be indicated by signing and returning the enclosed copy to us. We are pleased to have this opportunity to offer our services and look forward to working with you on the project.

ECS SOUTHEAST, LLP
FEE SCHEDULE
CONSTRUCTION MATERIALS TESTING (CMT)

Field Services — **UNIT RATE**

1. Engineering Technician ..... $ 45.00/hour
2. Senior Engineering Technician ..... $ 55.00/hour
3. DOT Technician ..... $ 65.00/hour
4. Specialty Technician
   a. Reinforcing Steel, Masonry, Fireproofing ..... $ 85.00/hour
   b. Structural Steel/CWI ..... $ 95.00/hour
   c. Ultrasonic Tech/Senior CWI ..... $ 105.00/hour

Professional & Administrative Services

1. Principal Level ..... $ 160.00/hour
2. Senior Project Level ..... $ 130.00/hour
3. Project Level ..... $ 115.00/hour
4. Staff Professional Level ..... $ 85.00/hour
5. Administrative Level ..... $ 50.00/hour

Laboratory Services/Miscellaneous

1. Compressive strength of concrete cylinders (ASTM C-39) ..... $ 15.00/each
2. Compressive strength of grout prisms (ASTM C-1019) ..... $ 15.00/each
3. Standard Proctor Moisture Density Relationships (ASTM D-698) ..... $ 145.00/each
4. Atterberg Limits Tests (ASTM D-4318) ..... $ 75.00/each
5. Washed Sieve Analyses (ASTM D-1140) ..... $ 75.00/each
6. Natural Moisture Contents (ASTM D-2216) ..... $ 15.00/each
7. Spray-Applied Fire Resistant Material Density Tests ..... $ 50.00/each
8. Equipment Maintenance Fees
   a. General Equipment ..... $ 25.00/day
   b. Nuclear Gauge ..... $ 50.00/day
   c. Ultrasonic Testing Equipment and Supplies ..... $ 100.00/day
   d. Magnetic Particle Testing Equipment and Supplies ..... $ 75.00/day
   e. Floor Flatness (Dipstick) ..... $ 150.00/day
9. Mileage ..... $ 0.72/mile

The services described above will be rendered portal-to-portal from our office, with a mileage charge of $0.72 per mile. Our unit rates are based on a normal 8 hour workday, Monday through Friday. Overtime beyond 8 hours/day, outside of the hours of 7:30 am and 5:30 pm, and on Saturday, Sunday and Holidays will be invoiced at a rate of 1.5 times the normal hourly rate indicated above. Scheduling should occur prior to 3:00 p.m. on the business day before services are required.

ESTIMATED FEE

Construction Materials Testing

	HRS/DAY	DAYS/WK	WEEKS	RATE	TOTAL
Civil					
Mass Grading	6	2	1	$45.00	$540.00
Structural					
Foundations Bearing Testing	5	2	1	$45.00	$450.00
Epoxy Anchor	4	1	1	$85.00	$340.00
Rebar - Footings	3	2	1	$85.00	$510.00
Concrete - Misc (Flagpole Foundation/ Turndown Footing)	4	2	1	$45.00	$360.00
Concrete - Footings	5	2	1	$45.00	$450.00
CMU Rebar and Grout	3	2	2	$85.00	$1,020.00
				SUBTOTAL	**$3,670.00**

Engineering & Support

	HRS/Units	DAYS/WK	WEEKS	RATE	TOTAL
Principal Level	0.25	5	3	$160.00	$600.00
Project Level	0.25	5	3	$115.00	$431.25
Staff Professional Level	0.25	5	3	$85.00	$318.75
Administrative Level	0.25	5	3	$50.00	$187.50
				SUBTOTAL	**$1,537.50**

Miscellaneous Services

	UNITS	RATE	TOTAL
Mileage (r/t 27 mi.)	405	$0.72	$291.60
Concrete Cylinders	20	$15.00	$300.00
Grout Prisms	16	$15.00	$240.00
Equipment Maintenance Fee	13	$25.00	$325.00
		SUBTOTAL	**$1,156.60**
		TOTAL	**$6,364.10**

PROPOSAL ACCEPTANCE FORM
ECS SOUTHEAST, LLP

Project Name: MHPD Memorial Plaza - CMT
Location: Mount Holly, Gaston County, North Carolina

Please complete and return this Proposal Acceptance Form to ECS as shown at the bottom of this form. By signing and returning this form, you are providing us with authorization to proceed, providing us permission to enter the site, and making this proposal the agreement between us. Your signature also indicates that you have read this document and the terms and conditions of service in its entirety and agree to pay for these services.

CLIENT AND BILLING INFORMATION

	Invoice Addressee	Report Addressee
Contact Name:		
Company Name:		
Address		
Address		
City, State, Zip		
Telephone No.:		
E-mail Address:		

If you require copies to others, please check ✓ box for invoice and/or reports and provide their contact names, company, e-mail addresses and phone numbers below.

Invoice	Reports	Contact Name	Company	e-mail Address	Phone Number
☐	☐				
☐	☐				
☐	☐				
☐	☐				
☐	☐				
☐	☐				

Special Instructions: _____

_____

Client Signature: × _____ **Date:** _____

Print Client Name: _____

(hereinafter the "Proposal")

ECS SOUTHEAST, LLP
TERMS AND CONDITIONS OF SERVICE

The professional services (the "Services") to be provided by ECS SOUTHEAST, LLP ["ECS"] pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing shall form the Agreement between ECS and Client.

1.0 INDEPENDENT CONSULTANT STATUS - ECS shall serve as an independent professional consultant to CLIENT for Service on the Project, identified above, and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants

2.0 SCOPE OF SERVICES - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

3.0 STANDARD OF CARE

3.1 **In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms and Conditions of Service or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guaranty of any nature whatsoever.**

3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable Laws or Regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

4.0 CLIENT DISCLOSURES

4.1 Where the Scope of Services requires ECS to penetrate a Site surface, CLIENT shall furnish and/or shall direct CLIENT'S consultant(s) or agent(s) to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees to reflect the additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

5.0 INFORMATION PROVIDED BY OTHERS - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT's agents, contractors, or consultants, including such information that becomes incorporated into ECS documents.

6.0 CONCEALED RISKS - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readably apparent nor easily accessible, *e.g.*, subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. Client agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' Additional Services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the Site for the performance of Services. CLIENT hereby grants ECS and its subcontractors and/or agents, the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

7.3 ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause minor, but common, damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

8.1 ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' subcontractor's request for utility marking services made in accordance with local industry standards.

9.0 SAMPLES

9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing process by-products in accordance with applicable laws and regulations.

10.0 ENVIRONMENTAL RISKS

10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this AGREEMENT to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood

d of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 OWNERSHIP OF DOCUMENTS

11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with the Project for which the Documents of Service are provided until the completion of the Project.

11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT, it's licensed consultants and its contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.

11.3 CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose without ECS' prior written consent. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or to ECS' subcontractor(s). CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.

11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

12.0 SAFETY

12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its contractors, consultants or other parties from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.

12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, trenching, shoring, drilling, backfilling, blasting, or other construction activities.

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.

13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.

13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any contractor or consultant or any of their subcontractors or subconsultants.

13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete Work being installed by CLIENT'S contractor(s). If CLIENT elects to retain ECS on a part time basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risks that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing. Unless the CLIENT can show that the error or omission is contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part time basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from Work that was monitored or tested by ECS on a part time basis.

14.0 CERTIFICATIONS - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

15.0 BILLINGS AND PAYMENTS

15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the Professional Fees section of the Proposal. Any Estimate of Professional Fees stated in these Terms shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.

15.2 CLIENT agrees that all Professional Fees and other unit rates shall be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.

15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the Scope of Services, Professional Fees, and time schedule.

15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the Professional Fees. Invoices are due and payable upon receipt.

15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice. CLIENT agrees to pay the undisputed amount of such invoice promptly.

15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.

15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT'S client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.

15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

16.0 DEFECTS IN SERVICE

16.1 CLIENT, its personnel, its consultants, and its contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to CLIENT-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT's personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.

16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.

17.0 INSURANCE - ECS represents that it and its subcontractors and subconsultants maintain Workers Compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

18.0 LIMITATION OF LIABILITY

18.1 CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.

18.1.1 If the proposed fees are $10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed $20,000, or the total fee received for the services rendered, whichever is greater.

18.1.2 If the proposed fees are in excess of $10,000, ECS' total aggregate liability to CLIENT shall not exceed $40,000, or the total fee for the services rendered, whichever is greater.

18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.

18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this agreement or the services provided as a result of the Proposal be limited to $500,000.

19.0 INDEMNIFICATION

19.1 Subject Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.)

19.2 To the fullest extent permitted by Law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ["Damages"] caused in whole or in part by the negligent acts, errors, or omissions of the CLIENT or CLIENT'S employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.

19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. **IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.**

19.4 **IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.**

19.5 **IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.**

20.0 CONSEQUENTIAL DAMAGES

20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.

20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.

21.0 SOURCES OF RECOVERY

21.1 All claims for damages related to the Services provided under this agreement shall be made against the ECS entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS, specifically including its professional engineers and geologists.

21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.

22.0 THIRD PARTY CLAIMS EXCLUSION - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the AGREEMENT. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.

23.0 DISPUTE RESOLUTION

23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.

23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.

23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.

24.0 CURING A BREACH

24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.

24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.

25.0 TERMINATION

25.1 CLIENT or ECS may terminate this agreement for breach or these terms, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.

25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.

26.0 TIME BAR TO LEGAL ACTION - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.

27.0 ASSIGNMENT - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.

28.0 SEVERABILITY - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.

29.0 SURVIVAL - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the agreement.

30.0 TITLES; ENTIRE AGREEMENT

30.1 The titles used herein are for general reference only and are not part of the Terms and Conditions.

30.2 These Terms and Conditions of Service together with the Proposal, including all exhibits, appendixes, and other documents appended to it, constitute the entire agreement between CLIENT and ECS. CLIENT acknowledges that all prior understandings and negotiations are superseded by this agreement.

30.3 CLIENT and ECS agree that subsequent modifications to the agreement represented by these shall not be binding unless made in writing and signed by authorized representatives of both parties.

30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.

30.5 CLIENT's execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT's acceptance of this Proposal and its agreement to be fully bound the foregoing Terms. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT

City of Mount Holly
Action Agenda Item

To: City Council	**Date:** 8/03/21
From: Chief Roper	**Meeting Date:** 8/09/21

Agenda Item to be considered: Request for Council to appropriate $26,450.00 from the State Drug Tax Fund for additional vehicle equipment needed for the tactical team along with four license plate readers that will be strategically placed throughout the city that will assist tremendously with daily investigations.

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

Background/Purpose of Request: These funds would allow for the purchase of several pieces of equipment that would assist officers in daily investigations and calls for service.

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:
Approval

Result of City Council Decision:

Attachments:
Budget Form

CITY OF MOUNT HOLLY
FY 21-22 Budget Amendment

Account Number	Description	Account Debit	Account Credit
10-10-4310-550	Capital Outlay	$ 26,450.00	
10-10-3843-893	State Forfeiture Revenue		$ 26,450.00
	TOTAL	$ 26,450.00	$ 26,450.00

Date Submitted: 04-Aug-21

Finance Officer: _____

City Manager: _____

Department Comments:

Budget Amendment equipment for Police with State Forfeiture funds

Unassigned Fund Balance after Budget Amendment Approval: $4,638,095

% of Budget after Budget Amendment Approval: 31.71%

City of Mount Holly
Action Agenda Item

To: City Council	**Date:** 8-4-2021
From: Brandon Livingston	**Meeting Date:** 8-9-2021

Agenda Item to be considered: *Request for adoption of two liens for clearing of grass and weeds and one lien for the demolition of a single family home.*

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

Background/Purpose of Request: Staff is wishing that council adopt liens to be placed on 807 Noles Drive, Gaston County Parcel ID: 124806, and 115 Globe Street, Gaston County Parcel ID: 124762 for the clearing of grass and weeds in violation of the City's nuisance ordinance under Section 8-9 of the City Code.

In addition, staff is wishing that council adopt a lien to be placed on 329 North Lee Street, Gaston County Parcel ID: 123441 for the demolition of a single family home that was in violation of the City's minimum housing ordinance under Chapter 9 of the City Code.

Fiscal Impact:

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

Manager/Staff Recommendation:

Adopt one lien for 807 Noles Drive in the amount of $475.00
Adopt one lien for 115 Globe Street in the amount of $475.00
Adopt one lien for 329 North Lee Street in the amount of $5,100

Result of City Council Decision:

Attachments:

1. **Copy of ordinance to place lien on 807 Noles Drive**
2. **Copy of ordinance to place lien on 115 Globe Street**
3. **Copy of ordinance to place lien on 329 North Lee Street**

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

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

WHEREAS, certain abatement of public nuisance proceedings have been initiated by the City of Mount Holly pertaining to a certain lot or parcel located in the City of Mount Holly, North Carolina, and identified as Tax Parcel ID# 124806, 807 Noles Drive, said parcel being owned by Darrell Whaley.; and,

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

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

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

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

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

CITY OF MOUNT HOLLY

By: _____
Mayor

Attest:

_____
City Clerk

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

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

WHEREAS, certain abatement of public nuisance proceedings have been initiated by the City of Mount Holly pertaining to a certain lot or parcel located in the City of Mount Holly, North Carolina, and identified as Tax Parcel ID# 124762, 115 Globe Street, said parcel being owned by Joann McManus.; and,

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

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

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

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

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

CITY OF MOUNT HOLLY

By: _____
Mayor

Attest:

_____
City Clerk

AN ORDINANCE BY THE CITY OF MOUNT HOLLY
ESTABLISHING A LIEN ON PROPERTY
LOCATED AT 329 NORTH LEE STREET FOR THE COST
OF DEMOLITION

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

WHEREAS, certain abatement of public nuisance proceedings have been initiated by the City of Mount Holly pertaining to a certain lot or parcel located in the City of Mount Holly, North Carolina, and identified as Tax Parcel ID# 123441, 329 North Lee Street, said parcel being owned by Charlotte Gaston Heirs & Others and Diane Henderson Heirs; and,

WHEREAS, an Ordinance To Demolish a Dilapidated Dwelling Located at 329 North Lee Street, Gaston County Tax Parcel #123441, was adopted by the City Council of Mount Holly, NC, on March 22, 2021; and,

WHEREAS, in accordance with the above referenced Ordinance to Demolish, the City has caused the demolition of the dilapidated dwelling, and as authorized in the Order, this Ordinance does hereby establish a lien for costs of such removal.

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

Actual cost of demolition	$4,750
Administrative cost	$ 350
Total Lien Amount Due	$5,100

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

CITY OF MOUNT HOLLY

By: _____

Mayor

Attest:

_____

City Clerk

(seal)

City of Mount Holly
Action Agenda Item

To: Mayor and City Council	**Date:** August 6, 2021
From: Miles Braswell, City Manager	**Meeting Date:** August 9, 2021

Agenda Item to be considered: Re-Appointment of Angela Blackwood to the ABC Commission

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

Background/Purpose of Request: Angela Blackwood's term expired. We reached out to Angela to ensure she is willing to serve another 3-year term. She has agreed. The email is attached.

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:
Approval

Result of City Council Decision:

Attachments:

Amy Miller <amy.miller@mtholly.us>

ABC Commission Re-Appointment

2 messages

Amy Miller <amy.miller@mtholly.us> Thu, Jul 22, 2021 at 4:58 PM
To: eblackwood2@carolina.rr.com

Angela,
Your term on the ABC Commission is up for renewal. Are you interested in serving another 3 years?

Thx, Amy

Amy R. Miller CMC/NCCMC
Immediate Past President of the NC Association of Municipal Clerks
City Clerk City of Mount Holly
PO Box 406
Mount Holly, NC 28120
Direct Line-704-951-3016

---

eblackwood2@carolina.rr.com <eblackwood2@carolina.rr.com> Thu, Jul 22, 2021 at 7:36 PM
To: Amy Miller <amy.miller@mtholly.us>

Hi Amy,

I would be pleased to serve another 3 year term on the ABC Commission.

Thank you for asking.

Sincerely,

Angela

[Quoted text hidden]

This message (and any associated files) may contain confidential and/or privileged information. If you are not the intended recipient or authorized to receive this for the intended recipient, you may not use, copy, disclose or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by sending a reply e-mail and delete this message. Thank you for your cooperation.

City of Mount Holly
Action Agenda Item

To: Mayor and City Council	**Date:** July 20, 2021
From: David E. Johnson, PE	**Meeting Date:** August 9, 2021

Agenda Item to be considered:

Release of Lennar's Irrevocable Standby Letter of Credit posted for the Imagery Project in accordance with the Annexation Agreement dated June 15, 2017.

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

Background/Purpose of Request :

The Annexation Agreement included a stipulation that Lennar reimburse the City in the amount of $1,125,000 representing the total "stipulated cost" of Lennar's share of the City improvements necessary to serve Imagery. Lennar posted a letter of credit to guarantee reimbursement to the City. Payment was to be made in two (2) installments. $375,000 was paid and deposited by the City on February 16, 2018. The balance of $750,000 was paid by Lennar and deposited by the City on July 14, 2021. The LOC was reduced accordingly. With the final payment, Lennar has complied with the provisions of the agreement for payment of the "stipulated costs".

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 release of LOC IS000003735SU Amendment 1 to Lennar Carolinas, LLC.*

Result of City Council Decision:

Attachments: LOC Amendment 1, $375,000 deposit slip, and $750,000 deposit slip

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

Amendment To
Irrevocable Standby Letter Of Credit

Number : IS000003735U
Amendment Number : 001
Amend Date : February 15, 2018

BENEFICIARY	APPLICANT
CITY OF MOUNT HOLLY (THE "CITY") 400 EAST CENTRAL AVENUE MOUNT HOLLY, NORTH CAROLINA 28120	LENNAR CAROLINAS, LLC 11230 CARMEL COMMONS BLVD. CHARLOTTE, NORTH CAROLINA 28226

LADIES AND GENTLEMEN:

AT THE REQUEST AND FOR THE ACCOUNT OF THE ABOVE REFERENCED APPLICANT, WE HEREBY AMEND OUR IRREVOCABLE STANDBY LETTER OF CREDIT (THE "WELLS CREDIT") IN YOUR FAVOR AS FOLLOWS:

THE CURRENT AVAILABLE AMOUNT IS DECREASED BY USD 375,000.00 TO USD 750,000.00 .

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS AMENDMENT IS TO BE ATTACHED TO THE ORIGINAL WELLS CREDIT AND IS AN INTEGRAL PART THEREOF.

Very Truly Yours,

WELLS FARGO BANK, N.A.

By: Sharon Peace
Authorized Signature

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

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

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

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

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

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

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

Together we'll go far

CITY OF MOUNT HOLLY

MISC RECEIPT INQUIRY REPORT

Date Range: All Dates
Batch # Range: All

Receipt #: 0000335868
Name: LENNAR

BATCH NUMBER: 0000008917 RECEIPT NUMBER: 0000335868 ENTRY DATE: 02/16/2018
PAYOR: LENNAR CAROLINAS LLC
ADDRESS: 11230 CARMEL COMMONS BLVD
CHARLOTTE, NC 28226-0000

CHARGE LISTING

CODE	DESCRIPTION	DUE	DISCOUNT	PAYMENT
220	DEVELOPER CONTRIBUTIONS 1/3 PAYMENT ACCT 122817	375,000.00	0.00	375,000.00
	CHARGE TOTAL:	375,000.00	0.00	375,000.00

PAYMENT INFORMATION

CHECKS: 375,000.00

TOTAL: 375,000.00

CHECK LISTING

LINE #	CHECK #	PAID BY	AMOUNT
01	00952467	LENNAR CAROLINAS LLC	375,000.00
		CHECK TOTAL:	375,000.00

DO NOT ACCEPT THIS CHECK UNLESS YOU CAN SEE A DUAL TONE TRUE WATERMARK THAT APPEARS AS A CHAIN LINK PATTERN WHEN HELD TO THE LIGHT

Lennar Carolinas, LLC
Lennar Charlotte/Greenville Division
6701 Carmel Road, Suite 425
Charlotte, NC 28226

JPMorgan Chase Bank N.A.
Chicago, IL

01645504

70-2022
719

Void if over 180 days

DATE	AMOUNT
07/06/21	$***750,000.00

PAY SEVEN HUNDRED FIFTY THOUSAND AND 00/100 ********** DOLLARS

TO THE ORDER OF
The City of Mount Holly NC
PO Box 406
Mount Holly NC 28120

Diane Bessette
Authorized Signature

THE FACE OF THIS CHECK HAS A BLUE AND GREEN BACKGROUND. ANY OTHER COLORS MAY BE EVIDENCE OF CHEMICAL ALTERATION OR ERASURE. SEE REVERSE SIDE FOR MORE SAFETY FEATURES.

⑈01645504⑈ ⑆071923226⑆ 8862933314⑈

〈〉〉〉〉〉〉〉 City of Mount Holly 〈〈〈〈〈〈〈〈〉

Misc Receipt

Batch No	Receipt No	Trans Date
0000011892	0000459602	07/14/2021

Operator Code	Todays Date	Time
MY	07/14/2021	01:07:43 PM

Payor: LENNAR CAROLINAS LLC
Address: IMAGERY ON MOUNTAIN ISLAND
MOUNT HOLLY, NC 28120

62-91-3836-000 Payment: 750,000.00
DEVELOPER CONTRIBUTIONS

Total Due: 750,000.00
Total Tendered: 750,000.00
Change Returned: 0.00

Check Amount: 750,000.00

Paid By: Lennar Carolinas Llc
Check No 1645504 For $750,000.00

City of Mount Holly
Action Agenda Item

To: Mayor and City Council	**Date:** July 29, 2021
From: David E. Johnson, PE	**Meeting Date:** August 9, 2021

Agenda Item to be considered:

Release of the Water's Edge Phase 4, Map 1Performance Bond

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

Background/Purpose of Request :

The Water's Edge Phase 4, Map 1 Performance Bond of $5,068.34 was posted by Faison-Gaston Gateway LLC on September 5, 2018. The infrastructure in Water's Edge is owned and maintained by the Association except for the water and sewer lines. This bond covered the completion of the punch list for the water and sewer lines.

The water and sewer lines have been completed in accordance with City standards permitted by the NCDERQ, and in operation.

The water and sewer lines have been inspected and punch lists completed to the satisfaction of the City staff.

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 release of the Performance Bond to* Faison-Gaston Gateway LLC

Result of City Council Decision:

Attachments: Developer Request, Performance Bond, Cost Estimate, and Site Inspector Approval

MOUNT HOLLY
Connecting Community & Nature

MEMO

TO: David E. Johnson P.E.

FROM: Derek J Dixon

DATE: 7/28/21

RE: Faison bond release Waters Edge

David,

Faison has requested the release of their financial guarantee for Phase 4 Map 1, Map 5, and Map 6 of Waters Edge. All infrastructure covered by the bonds has constructed on 100% of the lots in all phases and been in use for more than 1 calendar year. The infrastructure covered by the financial guarantee has been constructed per plan and Mount Holly specifications. I approve of the release of the bond for Phase 4 Map 1 in amount of $5,068.34, Map 5 in the amount of $4,393.20, and Map 6 in the amount of $10,894.55.

Derek J Dixon

Site Inspector

1011 E. MOREHEAD STREET, SUITE 150
CHARLOTTE, NC 28204-2890

704/972-2500
Fax: 704/972-2698
www.faison.com

July 28, 2021

Derek Dixon
City of Mount Holly
400 East Central Avenue
Mt. Holly, NC 28120

RE: Water's Edge Performance Bond #3387007 – Bond Amount $5,068.34, Phase 4, Map 1

Dear Mr. Dixon:

Attached is a copy of the Water's Edge Performance Bond #3387007. The work for this bond is 100% complete and we are requesting that this bond be released.

Thank you for your help with this matter.

Sincerely,

Faison-Gaston Gateway, LLC

Kris A. Fetter
President

Bond No. 3387007

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Faison-Gaston Gateway, LLC; 121 W. Trade Street, SU 2800; Charlotte, NC 28202 as Principal, and SureTec Insurance Company, licensed to do business in the State of North Carolina, as Surety, are held and firmly bound unto City of Mount Holly, North Carolina (Obligee), in the penal sum of Five Thousand Sixty Eight Dollars and 34/100 ($5,068.34), lawful money of the United States of America, for the payment of which sum, well and truly to be made, the Principal and Surety do bind themselves, their heirs, executors, administrators, and successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above bounden Principal has entered into a certain written agreement with the above named Obligee, effective the 12th day of June, 20 18, and terminating the 12th day of June, 20 20, for Water's Edge, Phase 4, Map 1 and more fully described in said agreement, a copy of which is attached, which agreement is made a part hereof and incorporated herein by reference, except that nothing said therein shall alter, enlarge, expand or otherwise modify the term of the bond as set out below.

NOW, THEREFORE, if Principal, its executors, administrators, successors and assigns shall promptly and faithfully perform the agreement, according to the terms, stipulations or conditions thereof, then this obligation shall become null and void, otherwise to remain in full force and effect. In the event that the Principal has failed to promptly and faithfully perform the agreement, the Surety shall, at its option, either perform the agreement in accordance with its terms and conditions or pay to the Obligee the amount of the bond penalty, or such amount that is necessary to cure such failure to perform.

This bond is executed by the Surety and accepted by the Obligee subject to the following express conditions:

1) Notwithstanding the provisions of the agreement, the term of this bond shall apply from 12th of June, 2018, until 12th of June, 2020, and may be extended by the Surety by Continuation Certificate. However, neither non-renewal by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event of nonrenewal, shall itself constitute a loss to the obligee recoverable under this bond or any renewal or continuation thereof. The liability of the Surety under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.

2) No suit or action may be commenced hereunder by the Obligee after the earlier of two years from the expiration date of the agreement or two years from the effective date of non-renewal of this bond by the Surety. At such date, this bond shall become null and void, and the Surety shall have no liability hereunder.

Sealed with our seals and dated the 5th day of September, 2018.

Faison-Gaston Gateway, LLC

(Witness) — Chris M. Poplin, Vice President (Principal) (Seal) (Title)

SURETEC INSURANCE COMPANY

Maria Concepcion (Attest) — Sylvia M. Ogle, Attorney-in-Fact

POA #: 3310010

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Maryann Dark, Christine Doczy, Gary D. Eklund, D-Ann Kleldosty, Sylvia M. Ogle, Sharon J. Potts, Brooke A. Sharp

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Hundred Thousand and 00/100 Dollars ($500,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2019 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 25th day of April, A.D. 2017.

SURETEC INSURANCE COMPANY

By: _____
John Knox Jr., President

State of Texas ss:
County of Harris

On this 25th day of April, A.D. 2017 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

JACQUELYN GREENLEAF
Notary Public, State of Texas
Comm. Expires 05-18-2021
Notary ID 126903029

_____
Jacquelyn Greenleaf, Notary Public
My commission expires May 18, 2021

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 5th day of September, 2018, A.D.

_____
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

CONTINUATION CERTIFICATE

SureTec Insurance Company

, Surety upon

a certain Bond No. 3387007

dated effective September 5, 2018
(MONTH-DAY-YEAR)

on behalf of Falson-Gaston Gateway, LLC
(PRINCIPAL)

and in favor of City of Mount Holly, North Carolina
(OBLIGEE)

does hereby continue said bond in force for the further period

beginning on June 12, 2021
(MONTH-DAY-YEAR)

and ending on June 12, 2022
(MONTH-DAY-YEAR)

Amount of bond $ 5,068.34

Description of bond Water's Edge, Phase 4, Map 1

PROVIDED: That this continuation certificate does not create a new obligation and is executed upon the express condition and provision that the Surety's liability under said bond and this and all Continuation Certificates issued in connection therewith shall not be cumulative and that the said Surety's aggregate liability under said bond and this and all such Continuation Certificates on account of all defaults committed during the period (regardless of the number of years) said bond had been and shall be in force, shall not in any event exceed the amount of said bond as hereinbefore set forth.

Signed and dated on June 7, 2021
(MONTH-DAY-YEAR)

SureTec Insurance Company

By: Carolyn E. Wheeler
Carolyn E. Wheeler , **Attorney-In-Fact**

S-0157/GEEF 11/99

POA #: 1010048

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Gary D. Eklund, D-Ann Kleidosty, Sharon J. Potts, Maria Concepcion, Carolyn E. Wheeler

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars ($5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the CEO, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its CEO, and its corporate seal to be hereto affixed this 4th day of September, A.D. 2019.

SURETEC INSURANCE COMPANY

By: _____

John Knox Jr., CEO

State of Texas ss:
County of Harris

On this 4th day of September, A.D. 2019 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is CEO of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

XENIA CHAVEZ
Notary Public, State of Texas
Comm. Expires 09-10-2020
Notary ID 129117659

Xenia Chavez, Notary Public
My commission expires September 10, 2020

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 7th day of June, 2021, A.D.

M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

May-18

MOUNT HOLLY

Financial Estimate Requirements for Developers

Date: 6/12/2018 Development: Water's Edge Phase 4 Map 1 Lots Included: 200-217

Item	Plan Quantity	Unit	Unit Cost	Bonded Quantity	Item Cost
Streets and Sidewalk					
7.0" ABC Base Course	0	SY	$15.00	0	$0.00
2.0" IM Course	0	SY	$14.00	0	$0.00
Milling IM Course	0	SY	$5.00	0	$0.00
1.5" Surface Course	0	SY	$12.00	0	$0.00
2.0' Valley Gutter	0	LF	$27.00	0	$0.00
5.0' Sidewalk	0	LF	$25.00	0	$0.00
Street Signs	0	EA	$500.00	0	$0.00
Barricades	0	EA	$1,000.00	0	$0.00
Handicap ramp	0	EA	$600.00	0	$0.00
Drainage/Storm					
Structure Repair	0	EA	$2,500.00	0	$0.00
System clean out	0	EA	$1,500	0	$0.00
Water					
Test & Chlorinate	1	EA	$750.00	1	$750.00
Tap to Test	1	EA	$100.00	1	$100.00
Water Repairs	468.6	LF	$100.00	46.86	$468.60
Sewer					
Air Test	1	EA	$500.00	1	$500.00
Mandrel Test	1	EA	$500.00	1	$500.00
Manhole adjust	2	EA	$750.00	2	$1,500.00
Repairs	405.02	LF	$100.00	40.502	$405.02
Erosion Control					
Rip Rap	0	Ton	$75.00	0	$0.00
Removal of ERSC	0	EA	$5,000.00	0	$0.00
Seeding & Fertilization	0	SY	$3.75	0	$0.00
Miscellaneous					
				Total Cost of Items	$4,223.62
				120% Financial Guarantee	$5,068.34

Instructions: Fill in the plan quantity using respective units. The sheet will autofill amounts required.
If you have any questions contact the site inspector.

Note: The undersigned Engineer certifies to the City of Mount Holly that the estimate attached herein has been given under seal and has been prepared by the undersigned in accordance with general accepted engineering standards, but the undersigned does not guarantee such costs.

City of Mount Holly
Action Agenda Item

To:	Mayor and City Council	**Date:**	July 29, 2021
From:	David E. Johnson, PE	**Meeting Date:**	August 9, 2021

Agenda Item to be considered:

Release of the Water's Edge Map 5Performance Bond

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

Background/Purpose of Request :

The Water's Edge Map 5 Performance Bond of $4,393.20 was posted by Faison-Gaston Gateway LLC on December 5, 2018. The infrastructure in Water's Edge is owned and maintained by the Association except for the water and sewer lines. This bond covered the completion of the punch list for the water and sewer lines.

The water and sewer lines have been completed in accordance with City standards permitted by the NCDERQ, and in operation.

The water and sewer lines have been inspected and punch lists completed to the satisfaction of the City staff.

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 release of the Performance Bond to* Faison-Gaston Gateway LLC

Result of City Council Decision:

Attachments: Developer Request, Performance Bond, and Site Inspector Approval

MOUNT HOLLY
Connecting Community & Nature

MEMO

TO: David E. Johnson P.E.

FROM: Derek J Dixon

DATE: 7/28/21

RE: Faison bond release Waters Edge

David,

Faison has requested the release of their financial guarantee for Phase 4 Map 1, Map 5, and Map 6 of Waters Edge. All infrastructure covered by the bonds has constructed on 100% of the lots in all phases and been in use for more than 1 calendar year. The infrastructure covered by the financial guarantee has been constructed per plan and Mount Holly specifications. I approve of the release of the bond for Phase 4 Map 1 in amount of $5,068.34, Map 5 in the amount of $4,393.20, and Map 6 in the amount of $10,894.55.

Derek J Dixon

Site Inspector

1011 E. MOREHEAD STREET, SUITE 150
CHARLOTTE, NC 28204-2890

704/972-2500
Fax: 704/972-2698
www.faison.com

July 28, 2021

Derek Dixon
City of Mount Holly
400 East Central Avenue
Mt. Holly, NC 28120

RE: Water's Edge Performance Bond #3387010 – Bond Amount $4,393.20, Map 5, Lots 251-259

Dear Mr. Dixon:

Attached is a copy of the Water's Edge Performance Bond #3387010. The work for this bond is 100% complete and we are requesting that this bond be released.

Thank you for your help with this matter.

Sincerely,

Faison-Gaston Gateway, LLC

Kris A. Fetter
President

Bond No. 3387010

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Faison-Gaston Gateway, LLC; 121 W. Trade Street, Suite 2800, Charlotte, NC 28202 as Principal, and SureTec Insurance Company, licensed to do business in the State of North Carolina, as Surety, are held and firmly bound unto City of Mount Holly, North Carolina (Obligee), in the penal sum of Four Thousand Three Hundred Ninety Three Dollars and 20/100 ($4,393.20), lawful money of the United States of America, for the payment of which sum, well and truly to be made, the Principal and Surety do bind themselves, their heirs, executors, administrators, and successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above bounden Principal has entered into a certain written agreement with the above named Obligee, effective the 1st day of November, 2018, and terminating the 1st day of November, 2020, for Water's Edge Map 5, Lots 251-259 and more fully described in said agreement, a copy of which is attached, which agreement is made a part hereof and incorporated herein by reference, except that nothing said therein shall alter, enlarge, expand or otherwise modify the term of the bond as set out below.

NOW, THEREFORE, if Principal, its executors, administrators, successors and assigns shall promptly and faithfully perform the agreement, according to the terms, stipulations or conditions thereof, then this obligation shall become null and void, otherwise to remain in full force and effect. In the event that the Principal has failed to promptly and faithfully perform the agreement, the Surety shall, at its option, either perform the agreement in accordance with its terms and conditions or pay to the Obligee the amount of the bond penalty, or such amount that is necessary to cure such failure to perform.

This bond is executed by the Surety and accepted by the Obligee subject to the following express conditions:

1) Notwithstanding the provisions of the agreement, the term of this bond shall apply from 1st of November, 2018, until 1st of November, 2020, and may be extended by the Surety by Continuation Certificate. However, neither non-renewal by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event of nonrenewal, shall itself constitute a loss to the Obligee recoverable under this bond or any renewal or continuation thereof. The liability of the Surety under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.

2) No suit or action may be commenced hereunder by the Obligee after the earlier of two years from the expiration date of the agreement or two years from the effective date of non-renewal of this bond by the Surety. At such date, this bond shall become null and void, and the Surety shall have no liability hereunder.

Sealed with our seals and dated the 5th day of December, 2018

Faison-Gaston Gateway, LLC

Susan B. Clontz
(Witness)

Chris M. Poplin
Chris M. Poplin, Vice President

SURETEC INSURANCE COMPANY

Maria Concepcion
Maria Concepcion

D-Ann Kleidosty
D-Ann Kleidosty, Attorney-in-Fact

POA #: 3310010

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Maryann Dark, Christine Doczy, Gary D. Eklund, D-Ann Kleidosty, Sylvia M. Ogle, Sharon J. Potts, Brooke A. Sharp

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Hundred Thousand and 00/100 Dollars ($500,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2019 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 25th day of April, A.D. 2017.

SURETEC INSURANCE COMPANY

By: _____
John Knox Jr., President

State of Texas ss:
County of Harris

On this 25th day of April, A.D. 2017 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

JACQUELYN GREENLEAF
Notary Public, State of Texas
Comm. Expires 05-18-2021
Notary ID 126903029

_____
Jacquelyn Greenleaf, Notary Public
My commission expires May 18, 2021

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 5th day of December, 2018, A.D.

_____
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

CONTINUATION CERTIFICATE

SureTec Insurance Company

, Surety upon

a certain Bond No. 3387010

dated effective December 5, 2018
(MONTH-DAY-YEAR)

on behalf of Faison-Gaston Gateway, LLC
(PRINCIPAL)

and in favor of City of Mount Holly

(OBLIGEE)

does hereby continue said bond in force for the further period

beginning on November 1, 2020
(MONTH-DAY-YEAR)

and ending on November 1, 2021
(MONTH-DAY-YEAR)

Amount of bond $ 4,393.20

Description of bond Water's Edge Map 5, Lots 251-259

PROVIDED: That this continuation certificate does not create a new obligation and is executed upon the express condition and provision that the Surety's liability under said bond and this and all Continuation Certificates issued in connection therewith shall not be cumulative and that the said Surety's aggregate liability under said bond and this and all such Continuation Certificates on account of all defaults committed during the period (regardless of the number of years) said bond had been and shall be in force, shall not in any event exceed the amount of said bond as hereinbefore set forth.

Signed and dated on November 23, 2020
(MONTH-DAY-YEAR)

SureTec Insurance Company

By Carolyn E. Wheeler
Carolyn E. Wheeler, Attorney-In-Fact

S-0157/GEEF 11/99

POA #: 1010048

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Gary D. Eklund, D-Ann Kleidosty, Sharon J. Potts, Maria Concepcion, Carolyn E. Wheeler

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars ($5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the CEO, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its CEO, and its corporate seal to be hereto affixed this 4th day of September, A.D. 2019.

SURETEC INSURANCE COMPANY

By: _____

John Knox Jr., CEO

State of Texas ss:
County of Harris

On this 4th day of September, A.D. 2019 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is CEO of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

XENIA CHAVEZ
Notary Public, State of Texas
Comm. Expires 09-10-2020
Notary ID 129117669

Xenia Chavez, Notary Public
My commission expires September 10, 2020

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 23rd day of November, 2020, A.D.

M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

City of Mount Holly
Action Agenda Item

To: Mayor and City Council	**Date:** July 29, 2021
From: David E. Johnson, PE	**Meeting Date:** August 9, 2021

Agenda Item to be considered:

Release of the Water's Edge Map 6 Performance Bond

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

Background/Purpose of Request :

The Water's Edge Map 6 Performance Bond of $10,894.55 was posted by Faison-Gaston Gateway LLC on December 5, 2018. The infrastructure in Water's Edge is owned and maintained by the Association except for the water and sewer lines. This bond covered the completion of the punch list for the water and sewer lines.

The water and sewer lines have been completed in accordance with City standards permitted by the NCDERQ, and in operation.

The water and sewer lines have been inspected and punch lists completed to the satisfaction of the City staff.

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 release of the Performance Bond to* Faison-Gaston Gateway LLC

Result of City Council Decision:

Attachments: Developer Request, Performance Bond, and Site Inspector Approval

MOUNT HOLLY
Connecting Community & Nature

MEMO

TO: David E. Johnson P.E.

FROM: Derek J Dixon

DATE: 7/28/21

RE: Faison bond release Waters Edge

David,

Faison has requested the release of their financial guarantee for Phase 4 Map 1, Map 5, and Map 6 of Waters Edge. All infrastructure covered by the bonds has constructed on 100% of the lots in all phases and been in use for more than 1 calendar year. The infrastructure covered by the financial guarantee has been constructed per plan and Mount Holly specifications. I approve of the release of the bond for Phase 4 Map 1 in amount of $5,068.34, Map 5 in the amount of $4,393.20, and Map 6 in the amount of $10,894.55.

Derek J Dixon

Site Inspector

1011 E. MOREHEAD STREET, SUITE 150
CHARLOTTE, NC 28204-2890

704/972-2500
Fax: 704/972-2698
www.falson.com

July 28, 2021

Derek Dixon
City of Mount Holly
400 East Central Avenue
Mt. Holly, NC 28120

RE: Water's Edge Performance Bond #3408811– Bond Amount $10,894.55, Map 6, Lots 102-107, 174-199 and 234-250

Dear Mr. Dixon:

Attached is a copy of the Water's Edge Performance Bond #3408811. The work for this bond is 100% complete and we are requesting that this bond be released.

Thank you for your help with this matter.

Sincerely,

Falson-Gaston Gateway, LLC

Kris A. Fetter
President

Bond No. 3408811

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Faison-Gaston Gateway, LLC; 121 W. Trade Street, Suite 2800, Charlotte, NC 28202 as Principal, and SureTec Insurance Company, licensed to do business in the State of North Carolina, as Surety, are held and firmly bound unto City of Mount Holly, North Carolina (Obligee), in the penal sum of Ten Thousand Eight Hundred Ninety Four Dollars and 55/100 ($10,894.55), lawful money of the United States of America, for the payment of which sum, well and truly to be made, the Principal and Surety do bind themselves, their heirs, executors, administrators, and successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above bounden Principal has entered into a certain written agreement with the above named Obligee, effective the 1st day of November, 2018, and terminating the 1st day of November, 2020, for Water's Edge Map 6, Lots 102-107, 174-199 and 234-250 and more fully described in said agreement, a copy of which is attached, which agreement is made a part hereof and incorporated herein by reference, except that nothing said therein shall alter, enlarge, expand or otherwise modify the term of the bond as set out below.

NOW, THEREFORE, if Principal, its executors, administrators, successors and assigns shall promptly and faithfully perform the agreement, according to the terms, stipulations or conditions thereof, then this obligation shall become null and void, otherwise to remain in full force and effect. In the event that the Principal has failed to promptly and faithfully perform the agreement, the Surety shall, at its option, either perform the agreement in accordance with its terms and conditions or pay to the Obligee the amount of the bond penalty, or such amount that is necessary to cure such failure to perform.

This bond is executed by the Surety and accepted by the Obligee subject to the following express conditions:

1) Notwithstanding the provisions of the agreement, the term of this bond shall apply from 1st of November, 2018, until 1st of November, 2020, and may be extended by the Surety by Continuation Certificate. However, neither non-renewal by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event of nonrenewal, shall itself constitute a loss to the Obligee recoverable under this bond or any renewal or continuation thereof. The liability of the Surety under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.

2) No suit or action may be commenced hereunder by the Obligee after the earlier of two years from the expiration date of the agreement or two years from the effective date of non-renewal of this bond by the Surety. At such date, this bond shall become null and void, and the Surety shall have no liability hereunder.

Sealed with our seals and dated the 5th day of December, 2018

Faison-Gaston Gateway, LLC

(Witness)

Chris M. Poplin, Vice President

SURETEC INSURANCE COMPANY

Maria Concepcion

D-Ann Kleidosty, Attorney-in-Fact

POA #: 3310010

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Maryann Dark, Christine Doczy, Gary D. Eklund, D-Ann Kleidosty, Sylvia M. Ogle, Sharon J. Potts, Brooke A. Sharp

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Hundred Thousand and 00/100 Dollars ($500,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2019 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 25th day of April, A.D. 2017.

SURETEC INSURANCE COMPANY

By: _____
John Knox Jr., President

State of Texas ss:
County of Harris

On this 25th day of April, A.D. 2017 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

JACQUELYN GREENLEAF
Notary Public, State of Texas
Comm. Expires 05-18-2021
Notary ID 126903029

_____
Jacquelyn Greenleaf, Notary Public
My commission expires May 18, 2021

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 5th day of December, 2019, A.D.

_____
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

CONTINUATION CERTIFICATE

SureTec Insurance Company

, Surety upon

a certain Bond No. 3408811

dated effective December 5, 2018
(MONTH-DAY-YEAR)

on behalf of Falson-Gaston Gateway, LLC
(PRINCIPAL)

and in favor of City of Mount Holly

(OBLIGEE)

does hereby continue said bond in force for the further period

beginning on November 1, 2020
(MONTH-DAY-YEAR)

and ending on November 1, 2021
(MONTH-DAY-YEAR)

Amount of bond $ 10,894.55

Description of bond Water's Edge Map 6, Lots 102-107, 174-199 and 234-250

PROVIDED: That this continuation certificate does not create a new obligation and is executed upon the express condition and provision that the Surety's liability under said bond and this and all Continuation Certificates issued in connection therewith shall not be cumulative and that the said Surety's aggregate liability under said bond and this and all such Continuation Certificates on account of all defaults committed during the period (regardless of the number of years) said bond had been and shall be in force, shall not in any event exceed the amount of said bond as hereinbefore set forth.

Signed and dated on November 23, 2020
(MONTH-DAY-YEAR)

SureTec Insurance Company

By Caorlyn E. Wheeler
Caorlyn E. Wheeler, Attorney-In-Fact

S-0167/GEEF 11/99

POA #: 1010048

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Gary D. Eklund, D-Ann Kleidosty, Sharon J. Potts, Maria Concepcion, Carolyn E. Wheeler

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars ($5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the CEO, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its CEO, and its corporate seal to be hereto affixed this 4th day of September, A.D. 2019.

SURETEC INSURANCE COMPANY

By: _____

John Knox Jr., CEO

State of Texas ss:
County of Harris

On this 4th day of September, A.D. 2019 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is CEO of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

XENIA CHAVEZ
Notary Public, State of Texas
Comm. Expires 09-10-2020
Notary ID 129117659

Xenia Chavez, Notary Public
My commission expires September 10, 2020

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 23rd day of November, 2020, A.D.

M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

City of Mount Holly
Action Agenda Item

To:	Mayor and City Council	**Date:**	July 22, 2021
From:	Jeremy Moss, Building Supervisor	**Meeting Date:**	August, 9 2021

Agenda Item to be considered:

Exemption from General Statutes relating to the hiring of Architects, Engineers, and Surveyors under the requirements of the Mini-Brooks Act for the design of a metal roof over top of a glass curtain wall located at The Water Treatment Plant 111 Mountain Island Rd.

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

Background/Purpose of Request:

The hiring of professional services performed by architects, engineers, surveyors, and alternative construction delivery method firms is governed by NCGS 143-64.31, often referred to as the Mini-Brooks Act. Under this requirement, local governments select an architect, engineer, or surveyor based primarily on the firm or individuals' qualifications, not the cost of the service or fees. This method of procurement is known as qualifications based selection (QBS).

However, under NCGS 143-64.32 a local government may exempt itself from the Mini-Brooks Act, which means it will not be required to use the QBS process and may select an architect, engineer, or surveyor through whatever method it chooses or award a contract without utilizing any process at all. However, an amount is capped at $50,000, meaning that the estimated cost of the contract cannot exceed this amount.

We are seeking consent to utilize SKA Consulting Engineers. For the design work given that they were the previous sub consultant of ESP Associates on the Police Department roof replacement project.

Fiscal Impact:

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

Manager/Staff Recommendation:

Staff recommends exemption from the Mini-Brooks Act for the design of the metal roof over glass curtain wall project. SKA Consulting Engineers are qualified to perform this work.

Result of City Council Decision:

Attachments:

CITY OF MOUNT HOLLY
MOUNT HOLLY CITY COUNCIL MEETING
MONDAY, July 12, 2021
COUNCIL CHAMBERS
7:00 PM

Call to Order

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

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

Invocation

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

Pledge of Allegiance

Councilman Jeff Meadows led the Council, staff and attendees in the Pledge of Allegiance.

Set the Agenda

Mayor Hough asked for changes to the agenda. Councilman Meadows requested that items 6. *Call for public hearing, regarding a request by Faison-Green Meadows LLC, for a rezoning of 157-acres at 957 Kelly Road, Tax Parcel #210776 from Gaston County R-1 to Conditional District Single Family* and 7. *Call for public hearing on the Question of Annexation for Gaston County Parcel ID: 210776 (Green Meadows)* be moved to New Business. With no additional changes to the agenda, Councilman Meadows made a motion to approve the agenda as amended. Councilman Moore seconded the motion. All Council Members present voted in favor with Councilwoman Pawlish attending virtually and voting in the affirmative. (Motion Carried)

<u>CONSENT AGENDA</u>

1. Approval of Budget Amendment designating ABC funds
2. Approval of Liens for Weeds and Grass
    - 102 Maple Drive
    - 209 Howard Street
    - 211 Howard Street
3. Approval of Capital Project Ordinance for the American Rescue Plan (ARP) funds
4. Approval of River Park, Phase 7 Final Plat contingent upon an acceptable subdivision agreement, financial guarantee, and completion of greenway
5. Call for public hearing, regarding a request by Emberglow Mount Holly LLC, for a rezoning of 33.289-acres at 55 Caldwell Drive (Tax Parcel #226178), parcel #226181 and #226182 from B-3 to Conditional District Multifamily.
6. Call for public hearing, regarding a request by Faison-Green Meadows LLC, for a rezoning of 157-acres at 957 Kelly Road, Tax Parcel #210776 from Gaston County R-1 to Conditional District Single Family *(moved to New Business)*
7. Call for public hearing on the Question of Annexation for Gaston County Parcel ID: 210776 (Green Meadows) *(moved to New Business)*
8. Call for a public hearing on the naming of the greenway

9. Call for public hearing to consider rezoning a 2.06-acre parcel, located at 725 Elm Street, Tax Parcel #123513, from Conditional District Commercial-Multifamily, approved on 1-14-19, to Conditional District Commercial.
10. Approval of Minutes of the June 14, 2021 Council Meeting
11. Approval of Minutes of the June 28, 2021 Council Work Session Meeting

Councilwoman Harris made a motion to approve the consent agenda. Mayor Pro Tem Shoemaker seconded the motion. All Council Members present voted in favor with Councilwoman Pawlish attending virtually and voting in the affirmative. (Motion Carried)

PRESENTATIONS

1. Special Recognition of Willie Bert Rhyne for celebrating his 100th Birthday *Mayor Bryan Hough*

Mayor Hough and the City Council recognized and presented Willie Bert Rhyne with a resolution to honor him for celebrating his 100th birthday.

PUBLIC HEARING

1. Public Hearing on the question of the possible conveyance of the former Public Works Building located in Mount Holly at 725 Elm Street in Accordance with the provisions of NCGS 158-7.1

Councilman Moore made a motion to open the public hearing on the question of the possible conveyance of the former Public Works Building located in Mount Holly at 725 Elm Street in Accordance with the provisions of NCGS 158-7.1. Mayor Pro Tem Shoemaker seconded the motion. All Council Members present voted in favor with Councilwoman Pawlish attending virtually and voting in the affirmative. (Motion Carried) With no one signed up to speak Councilman Meadows made a motion to come out of the public hearing. Mayor Pro Tem Shoemaker seconded the motion. All Council Members present voted in favor with Councilwoman Pawlish attending virtually and voting in the affirmative. (Motion Carried)

2. Public Hearing on a Bond Order Authorizing the Issuance of $13,555,000 General Obligation Parks and Recreation Bonds of the City of Mount Holly

The City Clerk reported to the City Council that the bond order entitled, **"BOND ORDER AUTHORIZING THE ISSUANCE OF $13,555,000 OF GENERAL OBLIGATION PARKS AND RECREATION BONDS OF THE CITY OF MOUNT HOLLY, NORTH CAROLINA,"** which was introduced at a meeting of the City Council on June 14, 2021, were published on July 5, 2021, with notice that the City Council would hold a public hearing thereon on July 12, 2021 at 7:00 p.m. The City Clerk also reported that there had been filed in her office a statement of debt complying with provisions of the Local Government Bond Act, and such statement as filed showed the net indebtedness of the City to be 2% of the assessed valuation of property in said City subject to taxation.

At 7:00 o'clock p.m., the Mayor announced that the City Council would hear anyone who wished to be heard on the questions of validity of the General Obligation Parks and Recreation Bond Order and the advisability of issuing the General Obligation Parks and Recreation Bonds.

After the City Council had heard all persons who requested to be heard in connection with the foregoing questions, Mayor Pro Tem Shoemaker moved that the public hearing be closed. The motion was seconded by Council Member Meadows and was unanimously adopted. Council Member Pawlish was attending virtually and voted in the affirmative.

PUBLIC COMMENT – Three (3) Minute Limit

No one was signed up to speak

NEW BUSINESS

1. Consideration and Approval of a Resolution to Approve the Conveyance of 725 Elm Street, Mount Holly, NC in Accordance with the Provisions of NCGS 158-7.1

Mrs. Anders advised that the next step is to pass a resolution this would approve the Purchase Agreement and the Development Agreement. She further advised that the purchase price in $200000. Councilman Meadows made a motion to approve the proposed resolution for the conveyance of 725 Elm Street, Mount Holly, NC in Accordance with the Provisions of NCGS 158-7.1 (Resolution #07122021A) Mayor Pro Tem Shoemaker seconded the motion. All Council Members present voted in favor with Councilwoman Pawlish attending virtually and voting in the affirmative. (Motion Carried)

2. Consideration and Approval of a Bond Order for $13,555,000 General Obligation Parks and Recreation Bonds of the City of Mount Holly, NC

Council Member Moore moved that the City Council adopt, without change or amendment, and direct the City Clerk to publish a notice of adoption, as prescribed by The Local Government Bond Act, of the bond order entitled, "**BOND ORDER AUTHORIZING THE ISSUANCE OF $13,555,000 OF GENERAL OBLIGATION PARKS AND RECREATION BONDS OF THE CITY OF MOUNT HOLLY, NORTH CAROLINA**" as introduced at the meeting of the City Council held on June 14, 2021. The motion was seconded by Council Member McCorkle and was unanimously adopted. Council Member Pawlish was attending virtually and voted in the affirmative.

PASSED, ADOPTED AND APPROVED this 12th day of July, 2021.

BOND ORDER AUTHORIZING THE ISSUANCE OF $13,555,000 GENERAL OBLIGATION PARKS AND RECREATION BONDS OF THE CITY OF MOUNT HOLLY, NORTH CAROLINA

WHEREAS, the City Council of the City of Mount Holly, North Carolina has ascertained and hereby determines that it is necessary to pay capital costs of providing parks and recreation facilities, including without limitation the acquisition, construction and improvement of parks and recreation facilities, acquisition of land for current and future parks and recreation uses and development of greenways and pedestrian crossings; and

WHEREAS, an application has been filed with the Secretary of the Local Government Commission of North Carolina requesting Commission approval of the General Obligation Parks and Recreation Bonds hereinafter described as required by the Local Government Bond Act, and the City Clerk has notified the City Council that the application has been accepted for submission to the Local Government Commission.

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

Section 1. In order to raise the money required for the purposes described above, in addition to any funds which may be made available for such purpose from any other source, General Obligation Parks and Recreation Bonds of the City are hereby authorized and shall be issued pursuant to the Local Government Finance Act of North Carolina. The maximum aggregate principal amount of such General Obligation Parks and Recreation Bonds authorized by this order shall be $13,555,000.

Section 2. Taxes will be levied in an amount sufficient to pay the principal and interest on the General Obligation Parks and Recreation Bonds.

Section 3. A sworn statement of the City's debt has been filed with the City Clerk and is open to public inspection.

Section 4. This bond order will take effect when approved by the voters of the City at a referendum scheduled for November 2, 2021.

3. Consideration and Approval of a Resolution of the City of Mount Holly, North Carolina Setting a Special Referendum

Mayor Pro Tem Shoemaker introduced the following resolution, a summary of which had been provided to each Councilmember, a copy of which was available with the City Clerk and which was read by title:

RESOLUTION SETTING A SPECIAL BOND REFERENDUM AND DIRECTING THE PUBLICATION OF NOTICE OF A SPECIAL BOND REFERENDUM AND NOTIFICATION OF THE BOARDS OF ELECTIONS

WHEREAS, the City Council of the City of Mount Holly, North Carolina has adopted the following bond order and such bond order should be submitted to the voters of the City of Mount Holly, North Carolina for their approval or disapproval in order to comply with the constitution and laws of North Carolina:

"BOND ORDER AUTHORIZING THE ISSUANCE OF $13,555,000 GENERAL OBLIGATION PARKS AND RECREATION BONDS OF THE CITY OF MOUNT HOLLY, NORTH CAROLINA;"

NOW, THEREFORE, be it resolved by the City Council (the "*City Council*") of the City of Mount Holly, North Carolina, as follows:

(1) For the purpose of determining the question whether the qualified voters of the City of Mount Holly, North Carolina shall approve or disapprove (a) the indebtedness to be incurred by the issuance of the General Obligation Parks and Recreation Bonds of the City authorized by said bond order, which indebtedness shall be secured by a pledge of the City's full faith and credit and (b) the levy of a tax for the payment thereof, said bond order shall be submitted to the qualified voters of said City at a special bond referendum to be held in said City on November 2, 2021.

(2) The City Clerk is hereby authorized and directed to publish a notice of said referendum which shall be in substantially the form entitled **"CITY OF MOUNT HOLLY, NORTH CAROLINA NOTICE OF SPECIAL BOND REFERENDUM,"** attached hereto. Said notice of referendum shall be published at least twice. The first publication shall be not less than 14 days and the second publication shall be not less than 7 days before the last day on which voters may register for the special bond referendum.

(3) The Gaston County Board of Elections is hereby requested to print and distribute the necessary ballots and to provide the equipment for the holding of said referendum and to conduct and to supervise said referendum.

(4) The ballots to be used at said referendum will indicate that it is being held on behalf of the City of Mount Holly, North Carolina and will contain the following words:

"*SHALL* the order authorizing $13,555,000 of bonds plus interest to provide funds to pay capital costs of providing parks and recreation facilities, including without limitation the acquisition, construction and improvement of parks and recreation facilities, acquisition of land for current and future parks and recreation uses and development of greenways and pedestrian crossings and providing that additional taxes may be levied in an amount sufficient to pay the principal of and interest on the bonds be approved?";

with squares labeled **"YES"** and **"NO"** beneath or beside such words in which squares the voter may record his or her choice on the question presented; and

(5) The City Clerk shall mail or deliver a certified copy of this resolution to the Gaston County Board of Elections within three days after this resolution is adopted.

BE IT FURTHER RESOLVED that this Resolution shall become effective on the date of its adoption by a motion by Mayor Pro Tem shoemaker and seconded by Councilwoman Harris and was unanimously adopted. Council Member Pawlish was attending virtually and voted in the affirmative.

PASSED, ADOPTED AND APPROVED this 12th day of July, 2021.

4. Consideration and Approval of MHPD Memorial Plaza - Bronze Statues Proposal

Chief Roper presented the proposal for the construction of the bronze statutes that will be part of the MHPD Memorial Plaza. He advised that the statute committee recommends Carolina Bronze Statues. Councilwoman Harris made a motion to approve the proposal from Carolina Bronze Statutes in the amount of $270,575.19. Councilman Moore seconded the motion. All Council Members present voted in favor with Councilwoman Pawlish attending virtually and voting in the affirmative. (Motion Carried)

5. Consideration and Approval of the Lowest Responsive and Responsible Bid for MHPD Memorial Plaza Project and Approval of a Budget Amendment to Allocate Fund Balance to the Special Project Fund
Councilman McCorkle made a motion to approve JD Goodrum Company, Inc as the Lowest Responsive and Responsible Bid for MHPD Memorial Plaza Project and Approval of a Budget Amendment to Allocate Fund Balance to the Special Project Fund. Mayor Pro Tem Shoemaker seconded the motion. All Council Members present voted in favor with Councilwoman Pawlish attending virtually and voting in the affirmative. (Motion Carried)
6. Call for public hearing, regarding a request by Faison-Green Meadows LLC, for a rezoning of 157-acres at 957 Kelly Road, Tax Parcel #210776 from Gaston County R-1 to Conditional District Single Family.
Mr. Beal advised that this project was originally introduced in early 2019. He advised that public involvement meeting is scheduled for August 11th and a public hearing for the Planning Commission and the City Council in September. Councilman Meadows made a motion to approve the Call for public hearing, regarding a request by Faison-Green Meadows LLC, for a rezoning of 157-acres at 957 Kelly Road, Tax Parcel #210776 from Gaston County R-1 to Conditional District Single Family to be held at the September Regular Council Meeting. Mayor Pro Tem Shoemaker seconded the motion. All Council Members present voted in favor with Councilwoman Pawlish attending virtually and voting in the affirmative. (Motion Carried)
7. Call for public hearing on the Question of Annexation for Gaston County Parcel ID: 210776 (Green Meadows) JM 1st LS 2nd Cp yes
Councilman Meadows made a motion to call for public hearing on the Question of Annexation for Gaston County Parcel ID: 210776 (Green Meadows) to be held at the September Regular Council Meeting. Mayor Pro Tem Shoemaker seconded the motion. All Council Members present voted in favor with Councilwoman Pawlish attending virtually and voting in the affirmative. (Motion Carried)

CLOSED SESSION

1. Closed Session Pursuant to N.C.G.S 143-318.11 (a) (3, 5 and 6)
Mayor Pro Tem Shoemaker made the motion to enter into Closed Session Pursuant to N.C.G.S 143-318.11 (a)(3, 5 and 6) at 7:30 pm. Councilman Moore seconded the motion. All Council Members present voted in favor with Councilwoman Pawlish attending virtually and voting in the affirmative. (Motion Carried)
Councilwoman Harris made a motion to come out of closed session and back into regular session at 7:40 pm. Mayor Pro Tem Shoemaker seconded the motion. All Council Members present voted in favor with Councilwoman Pawlish attending virtually and voting in the affirmative. (Motion Carried)

ADJOURN

With no additional items for discussion, Mayor Hough entertained a motion to adjourn. Councilman Meadows made the motion to adjourn the July 12, 2021 Council Meeting. Councilman Moore seconded the motion. . All Council Members present voted in favor with Councilwoman Pawlish attending virtually and voting in the affirmative. (Motion Carried)

The meeting adjourned at 7:41 pm.

PRESENTATIONS

City of Mount Holly
Action Agenda Item

To: Mayor and City Council Ryan Baker, Fire Chief	**Date:** August 5, 2021 **Meeting Date:** August 9, 2021

Agenda Item to be considered:

Presentation of plaque to MHPD in memory of Officer Tyler Herndon.

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

Background/Purpose of Request:

The firefighters of MHFD have gone in together for the purchase of a custom made plaque in remembrance of Officer Tyler Herndon. This plaque will be given to the MHPD.

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:

PUBLIC HEARINGS

City of Mount Holly
Action Agenda Item

To: Mayor and City Council	**Date: 8-3-21**
From: Mark Jusko	**Meeting Date:** 8-9-21

Agenda Item to be considered: Public hearing on naming the greenway

Will this require a public hearing? ☐ YES NO

Background/Purpose of Request At the March 8th Council meeting, staff presented the naming of the whole greenway and segments idea to City Council. After that meeting, staff solicited input from the public in naming the whole greenway and segments A, C, and D. The names were presented to the Parks & Recreation Commission at their June 22nd meeting. The Commission unanimously recommended the following names be presented to City Council:
Segment A- Mountain Island Dam to City Owned House- ***Mountain Island Park Trail***
Segment C- River Street Park to Mount Holly Municipal Complex- ***Dutchmans Creek Trail***
Segment D-Mount Holly Municipal Complex to Tuckaseege Park- ***A & E Riverfront Trail***
Whole greenway system- ***Mount Holly River Hawk Greenway,*** this will include all future greenway segments. The call for the public hearing was on the July 12th agenda. I have also included a letter of support from Randi Moore, FROGS chair, and past-chair of the Mount Holly Community Development Foundation.
Staff supports the recommendations of the Parks & Recreation Commission. .

Fiscal Impact:

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

Manager/Staff Recommendation: To accept the recommendations of the Parks & Recreation Commission on the names of the greenway and segments A,C, and D.

Result of City Council Decision:

MOUNT HOLLY
COMMUNITY
DEVELOPMENT FOUNDATION

August 2, 2021

Mark Jusko

Mount Holly Parks and Recreation

725 Elm Ave

Mount Holly, NC 28120

Dear Mr. Jusko

It is my pleasure to write you in support of the names proposed for the segments of the greenway. Segment A to be Mountain Island Park Trail. Segment B to be Dutchman's Creek Trail. Segment D to be the A&E Riverfront Trail.

It is also my pleasure to inform you that we also support "Mount Holly River Hawk Greenway" as the name for the entire greenway system.

We feel as a group this recognizes the familiar segments, and that the Mount Holly River Hawk Greenway will be a supportive representation of our community.

Thank you,

Randi Moore

Randi Moore

FROGS Chair / MHCDF Past-Chair 2021

704.287.5445 mobile

randimhcdf@gmail.com

frogs

City of Mount Holly
Action Agenda Item

To:	City Council	**Date:**	August 3, 2021
From:	Greg Beal, Economic Development Coordinator, Planning Director	**Meeting Date:**	August 9, 2021

Agenda Item to be considered: **Public hearing to consider a rezoning application, submitted by OMB Property Holdings, LLC, for a 2.06 acre tract of land and a 0.02 acre tract of land, Parcel ID #'s 222554 and 123513, located at 725 Elm Street, from Conditional District Commercial-Multifamily, approved on January 14, 2019, to Conditional District Commercial.**

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

Background/Purpose of Request:

Planning staff has been working with the prospective purchaser of the property, The Olde Mecklenburg Brewery, commonly referred to as OMB, which was selected by City Council as the best proposal through the RFP process for economic development under NCGS 158-7.1. North Carolina General Statutes allow for cities and counties to designate property as economic development projects, such as this, through a public hearing and notice, for the purpose of creating jobs, revitalizing areas, and adding investment into the local economy. Council selected OMB as the best proposal at the June 14th meeting and approved the purchase agreement and development agreement at the July 12th meeting.

It is best that the conditional zoning of the property be changed to accommodate the intended uses on the site. Since no multifamily or residential is proposed, it is best that residential use not be included. Also, the building housing warehouse and storage, brewery support services and commissary, need to be accounted for by allowing those uses on site. Mr. Marrino, CEO, Owner of OMB, proposes the following list of approved uses, along with the development conditions and general notes, which are attached to the development plan:

Allow for the operation of one or more uses, which include a BREWERY; RETAIL COFFEE SHOP; DISTILLERY; FOOD & FOOD PRODUCTS; WINERY; APPAREL SALES; RETAIL BAKERIES; BOTTLE SHOP; BREW-PUB; MICROBREWERY; MISC. RETAIL SALES; RESTAURANT; BEER, WINE, DISTILLED ALCOHOLIC BEVERAGES; EQUIPMENT RENTAL & LEASING; WAREHOUSING & STORAGE; STORAGE OF RAW MATERIALS; FOOD CATERING FACILITY; EVENT SPACE (AUDITORIUM, ASSEMBLY HALL).

DEVELOPMENT STANDARDS:

1. Flexibility should be allowed with parking and building area to allow creativity and compatibility with the surrounding neighborhood in the development of this site. All uses shall conform to the minimum off-street parking requirements found in Section 8 in the City of Mount Holly Zoning Ordinance. 1.1. Off-street parking shall only be required for interior building area; amenity/ outdoor space shall not require off-street parking.

2. Permitted uses should take advantage of the existing parking area on the site; however, flexibility in the location of the parking area will be allowed during site plan review through the Technical Review Committee.

3. Buffers and Setbacks will meet or exceed requirements found in the City of Mount Holly Zoning Ordinance.

4. The property shall accommodate minimum 5,000 square foot full-service restaurant with additional covered outdoor dining space.

5. The developable area, including all new and/or renovation of existing buildings shall conform to Section 5.20 as it relates to Architectural Standards for Commercial Buildings.

6. No vinyl or aluminum siding shall be allowed onsite.

7. Decorative capped lighting shall be required to reduce light pollution to the surrounding area.

8. The developable area and building footprints can be expanded so long as it confirms to Section 5.15 Watershed Overlay District requirements.

GENERAL NOTES:

Site design depicted serves as a general guide for the structures and parking proposed on the site. The final design and layout shall be determined through the construction document approval process with the City of Mount Holly.

The applicant, OMB Property Holdings, LLC, is following Section 14.5 of the Mount Holly Zoning Ordinance, which allows for a conditional development plan, showing parking area, building area, ingress/egress and outdoor amenity area. This allows for more flexibility when developing the site as opposed to a site-specific plan.

A Public Involvement Meeting was held on Thursday, July 22nd at the Mount Holly Municipal Complex from 4:00 pm until 6:00 pm. This was a drop-in informational session where architectural and civil engineering consultants were on hand, along with City Planning staff, to answer any questions on the proposed conditional rezoning. We had two neighboring property owners attend the hearing to ask questions, and they both showed support for the project. Planning Commission member Myles Biggerstaff also attended the meeting.

No one from the public attended or spoke at the Planning Commission public hearing.

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

Manager/Staff Recommendation: **The Planning Commission made a unanimous recommendation to Council to approve the proposed Conditional District rezoning from CD-Commercial Multifamily, approved on January 14, 2019, to Conditional District Commercial for the property located at 725 Elm Street. Please refer to the Statement of Consistency, which was utilized as a basis for the Planning Commission recommendation, as the conditional rezoning is supported by the Land Use Plan's Economic Development Initiatives to add more restaurant sites, and the Strategic Vision Plan, which has identified this area as a commercial redevelopment opportunity since 2008.**
Result of City Council Decision:
Attachments: ***Rezoning Application*** ***Development Plan (Also Separate Color Attachment)*** ***Statement of Consistency from Planning Commission*** ***Section 14.5 Conditional District Rezoning Ordinance*** ***Architectural Renderings (Separate Color Attachment)***

REZONING APPLICATION
CITY OF MOUNT HOLLY, NORTH CAROLINA

Date Filed: July 15, 2018 Application Number: 7-15-21A

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

1. The real property, sought to be rezoned, is owned in fee simple by: City of Mount Holly Address: 400 East Central Avenue, Mount Holly, NC 28120 as evidenced by Deed Book 0702; 0238 on Page 0410; 0573 in the Gaston County Registry. There are no restrictions or covenants of record appearing in the chain of title, which would prohibit the property from being put to the use specified in Paragraph five (5) of this application.

2. The real property sought to be rezoned is located at/on 725 Elm Street (physical address) on the Left or Right (circle one) side of the Sixth Street (street) between Third Avenue (closed) (street) and Second Avenue (Dutch Avenue closed) (street), and has a Tax Listing of: Tax Parcel # 123513, portion of 123347. Said lot(s) has (have) a frontage of 168.87 feet and is approximately 2.06 and 0.02 acres in size.

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

4. It is desired and requested that the real property herein described be rezoned from Conditional District Commercial- Multifamily Zone to Conditional District Commercial Zone.

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

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

Please see the attached Development Plan and Proposed General Development Conditions per Section 14.5 of the Zoning Ordinance.

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

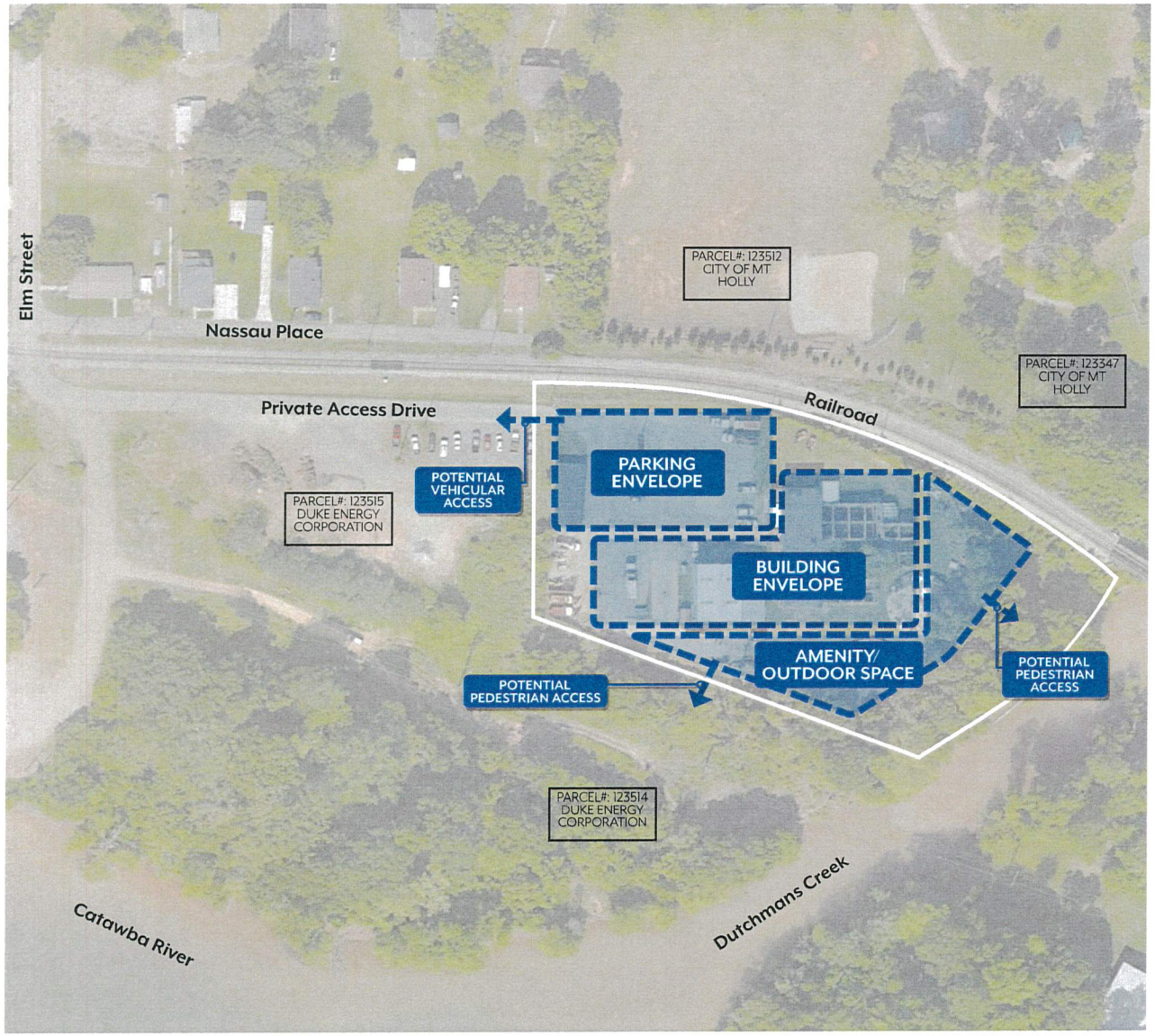
OMB Property Holdings, LLC
Name of Applicant(s)

Pending Purchase and Development Agreement
Interest of Applicant in Subject Realty:
(Must be the owner if requesting Conditional District Rezoning)

Applicant's Address: 4150 Yancey Rd, Charlotte, NC 28217

Phone Number: (704) 525-5644 Signature:

INSTRUCTIONS: Applications must be TYPED or LEGIBLE and filed with the City of Mount Holly Planning and Zoning Department, together with the application fee in the amount of **(See Fee Schedule)** at least 15 days prior to the Planning Commission meeting for initial consideration.



725 ELM STREET, MOUNT HOLLY, NORTH CAROLINA | REZONING SITE EXHIBIT

#21032 | 07.20.2021 | Prepared for the City of Mount Holly

0 50 100 150 200 N

SITE DEVELOPMENT DATA

SITE ACERAGE:	+/-2.06; +/-0.02
TAX PARCELs:	123513; 123347
EXISTING ZONING:	CONDITIONAL DISTRICT COMMERCIAL- MULTIFAMILY ZONE
PROPOSED ZONING:	CONDITIONAL DISTRICT COMMERCIAL ZONE
EXISTING USES:	VACANT
PERMITTED USES:	BREWERY; RETAIL COFFEE SHOP; DISTILLERY; FOOD & FOOD PRODUCTS; WINERY; APPAREL SALES; RETAIL BAKERIES; BOTTLE SHOP; BREW-PUB; MICROBREWERY; MISC. RETAIL SALES; RESTAURANT; BEER, WINE, DISTILLED ALCOHOLIC BEVERAGES; EQUIPMENT RENTAL & LEASING; WAREHOUSING & STORAGE; STORAGE OF RAW MATERIALS; FOOD CATERING FACILITY; EVENT SPACE (AUDITORIUM, ASSEMBLY HALL)
PARKING:	AS REQUIRED BY THE ORDINANCE

DEVELOPMENT STANDARDS:

1. Flexibility should be allowed with parking and building area to allow creativity and compatibility with the surrounding neighborhood in the development of this site. All uses shall conform to the minimum off-street parking requirements found in Section 8 in the City of Mount Holly Zoning Ordinance.
   1.1. Off-street parking shall only be required for interior building area, amenity/ outdoor space shall not require off-street parking.
2. Permitted uses should take advantage of the existing parking area on the site; however, flexibility in the location of the parking area will be allowed during site plan review through the Technical Review Committee.
3. Buffers and Setbacks will meet or exceed requirements found in the City of Mount Holly Zoning Ordinance.
4. The property shall accommodate minimum 5,000 square foot full-service restaurant with additional covered outdoor dining space.
5. The developable area, including all new and/or renovation of existing buildings shall conform to Section 5.20 as it relates to Architectural Standards for Commercial Buildings.
6. No vinyl or aluminum siding shall be allowed onsite.
7. Decorative capped lighting shall be required to reduce light pollution to the surrounding area.
8. The developable area and building footprints can be expanded so long as it confirms to Section 5.15 Watershed Overlay District requirements.

GENERAL NOTES:

Site design depicted serves as a general guide for the structures and parking proposed on the site. The final design and layout shall be determined through the construction document approval process with the City of Mount Holly.

dpr associates

MOUNT HOLLY
Connecting Community & Nature

Statement of Consistency

In considering the request associated with petition 7-15-2021A, an amendment of the Zoning Map to CD-Zoning Commercial, for a CD rezoning application, submitted by OMB Property Holdings, LLC, for a 2.06-acre tract of land and a 0.02 acre tract of land, Parcel ID #'s 222554 and 123513, the Mount Holly Planning Commission finds the petition to be a reasonable request and in the public interest. It further finds it to be consistent with the Land Use Plan, and related land use documents and initiatives because:

- City Council designated the property as an economic development project under NCGS 158-7.1 on June 14, 2021. This aligns with Economic Development Initiative 1 in the Comprehensive Land Use Plan, which reads: *Promote opportunities for additional retail and restaurant establishments within the City*; and Economic Development Initiative 3, which reads: *Continue to facilitate downtown growth and development.*

- The 2008 Strategic Vision Plan designated this area as River Street Park Cove and Greenway and a catalyst project for the Downtown Gateway Area. The associated project description reads: *An outdoors- and entertainment-oriented mix of land uses can leverage the natural amenity of the river and Greenway. These could include a marina, a hotel, or restaurant, which overlooks the greenway and river.*

- The 2019 Vision Plan identifies this property, and adjacent properties as Long-Term Planning Opportunities in Chapter 3, Downtown and Riverfront Area Plan, Page 49, due to the City's ownership and proximity to the overall greenway and Duke Energy property and kayak launch.

- The CD-Zoning promotes the adopted Future Land Use Map within the Comprehensive Land Use Plan that identifies the area for Downtown. The previous use was Heavy-Industrial before a city-initiated rezoning to commercial/multifamily in January 2019.

This finding(s) is supported by a 5 - 0 vote by the Mount Holly Planning Commission during its meeting on August 2, 2021.

Amy K Bishop
Chair, Planning Commission

08-02-2021
Date

SECTION 14.5 CONDITIONAL ZONING DISTRICTS (CD)

A. Application

1. Petitioning for a CD zoning district is a voluntary procedure and can be initiated by all owners of the property to be included. Every application for the rezoning of property to a CD district shall be accompanied by a site plan, drawn to scale containing all of the information outlined in Section 14.5 (B) of this Ordinance. The Administrator shall schedule a meeting with the applicant, prior to any public involvement meeting (PIM) being advertised and/or held to review the rezoning application and site plan to make sure that it meets, at a minimum, all minimum requirements of this Ordinance. The timeline will also follow the Annexation Policy adopted as part of the Comprehensive Land Use Plan.

2. Furthermore, no application shall be considered complete unless it is accompanied by a fee, in accordance with a fee schedule approved by the governing board for the submittal of an application for rezoning to a CD district. Said fee shall be waived for any application submitted by any official or agency acting on behalf of the City of Mount Holly or the State of North Carolina.

3. The Administrator may require the petitioner to submit more than one copy of the rezoning application in order to have enough copies available to circulate to other government agencies for review and comment. When dealing with the conditional zoning district process, it may be desirable to request additional information in order to evaluate a proposed use and its relationship to the surrounding area. Therefore, the Planning Commission and/or City Council may request additional information [in addition to that required above], as they deem necessary.

B. Procedures

A pre-application meeting between the applicant and the Administrator shall be required in order to familiarize the applicant of the procedure for securing approval of a conditional zoning. The Administrator shall accept no conditional zoning application for review without such meeting having first occurred unless the Administrator determines that such meeting would not serve any meaningful purpose and waives the meeting requirement.

Procedures for application submittal are as follows:

A. A complete conditional zoning application that is signed by the

10. Traffic, parking and circulation plans, showing the proposed location and arrangement of parking spaces and ingress and egress to adjacent streets.

11. A list, if any, of all additional development conditions or standards that differ from those that would normally apply to that use. Only conditions that exceed the Zoning and Subdivision Ordinance minimum standards can be considered and listed by the applicant.

12. The Administrator reserves the right to waive the depiction of some or all of the information contained in paragraphs (5) through (10) when, in his opinion, such information is not a requirement of this Ordinance for the particular conditional use being requested. Notwithstanding, if either the Planning Commission or City Council determines that additional information as set forth in paragraphs (5) and (10) of this subsection is needed to render a recommendation or decision on the application, they may require the applicant to submit such additional information.

13. In lieu of showing all of the information in paragraphs (5) through (11) of this subsection, the applicant may submit a general development plan which shows on the proposed site, by land use type, the areas to be developed for buildings and parking and shall show all points of ingress and egress onto thoroughfares and collector streets.

C. Public Involvement Meeting

1. Once the requisite number of complete applications has been submitted to the Administrator and the requisite fees have been paid, and prior to the public hearing on the rezoning request, a Public Involvement Meeting (PIM) shall be scheduled and held. Such meetings shall occur prior to any recommendation by the Planning Board and approval by the City Council. The PIM is designed to provide a framework for creating a shared vision with community involvement directed by the applicant in accordance with the following requirements:

   a. The applicant shall provide an agenda, schedule, location, and list of participants such as landscape architects, engineers, etc. to answer questions from citizens and service providers for the PIM in cooperation with the Administrator.

   b. It is recommended that the PIM last 2-4 hours, depending on the nature of the proposed development and its location. A minimum of one (1) hour should be scheduled during normal

phone number where interested parties may call during normal business hours to get further information on the PIM.

d. The Administrator will keep notes of comments received during the PIM. A summary of the comments made shall be included in any staff report prepared by the Administrator relative to the rezoning request.

2. Following the PIM, the applicant shall have the opportunity to make changes to the application to take into account information and comments received. One or more revised copies of the application shall be submitted to the Administrator for review. No additional fee shall be required to be paid for making such changes provided the Administrator receives the revised application within thirty (30) days following the PIM. If a revised application is not received during said thirty (30) day period, the Administrator shall review the original application submitted.

D. Administrator Approval

The Administrator shall have up to thirty (30) days following any revision of the application to make comments. If the Administrator forwards no comments to the applicant by the end of any such thirty-day period, the application shall be submitted to the Planning Board for their review without any further comment.

E. Plans and Other Information to Accompany Petition

1. Every application for the rezoning of property to a CD district shall be accompanied by a site plan, drawn to scale containing all of the information outlined in Section 14.5 (B) of this Ordinance.

2. Furthermore, no application shall be considered complete unless it is accompanied by a fee, in accordance with a fee schedule approved by the governing board for the submittal of an application for rezoning to a CD district. Said fee shall be waived for any application submitted by any official or agency acting on behalf of the City of Mount Holly or the State of North Carolina

F. Public Hearing Notification Requirements

1. Before any property is rezoned to a CD district, the Planning Commission and City Council must hold a legislative hearing after the public information meeting has been concluded. Notification of the legislative hearing shall follow Legislative Hearing Notification

development and use of the site to City of Mount Holly ordinances and plans adopted pursuant to G.S. 160D-501, or other plan and those that address the impacts reasonably expected to be generated by the development or use of the site. The petitioner will have a reasonable opportunity to consider and respond to any additional requirements prior to approval or denial by the governing board. In no instance shall any of these conditions be less restrictive than any requirements that would otherwise pertain to that particular development if it were located in a general or parallel conditional zoning district. Such conditions may exceed any performance criteria or minimum requirements listed elsewhere in this Ordinance that pertain to that development. Statements that (1) analyze whether the rezoning is consistent with an adopted comprehensive plan and any other officially adopted plan, and (2) other matters that the City Council deems appropriate and (3) why it considers the action taken to be reasonable and in the public interest shall be prepared and accompany each final decision relative to the CD rezoning request

J. Effect of Approval; Zoning Map Designation

If a petition for a CD district is approved, the development and use of the property shall be governed by the predetermined ordinance requirements applicable to the district's zoning classification, the approved site plan for the district, and any additional approved rules, regulations, and conditions, all of which shall constitute the zoning regulations for the approved district and are binding on the property as an amendment to these regulations and to the Zoning Map and Future Land Use Map. Following the approval of the petition for a CD district, the subject property shall be identified on the Zoning Map by the appropriate district designation followed by the letters CD (i.e., CD-RSF.) The Future Land Use Map, as appropriate, shall also be updated if the approved request changes the adopted map. Notwithstanding, the Administrator may make minor changes to the approved site plan administratively without necessitating a need to rezone the property to a different conditional district classification.

OLD BUSINESS

City of Mount Holly
Action Agenda Item

To: Mayor and City Council	**Date: 8-3-21**
From: Mark Jusko	**Meeting Date:** 8-9-21

Agenda Item to be considered: Consideration and approval of the Morton Joint driveway agreement as it relates to the Park Plan

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

Background/Purpose of Request ; The topic of the joint driveway agreement with the Morton family was originally on the May 10th consent agenda. It was pulled from consent because more information was needed at that time. The property just east of the joint driveway was listed in the 2020 Parks & Recreation Master Plan, as a city-owned property that could become a future park. The property is listed in the plan as Windemere Road. Staff feels that if this property was to be developed as a park in the future; the access point would have to be part of the joint driveway, and if needed we could relocate Mr. Morton's section of the driveway. Mr. Michael may speak to other aspects of the agreement.

Fiscal Impact:

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

Manager/Staff Recommendation:

Result of City Council Decision:

Attachments:

NORTH CAROLINA

GASTON COUNTY JOINT ACCESS ROAD AGREEMENT

THIS AGREEMENT, MADE and entered into this ____ day of _____, 2021, by and between THE CITY OF MOUNT HOLLY, a NC municipal corporation, (hereinafter "City"); and JACOB JAMES MORTON and wife, NICOLE KRISTINE MORTON;

WITNESSETH:

THAT, WHEREAS, City has a 25 foot sanitary sewer easement (hereinafter "Easement") together with a gravel access road ("hereinafter Access Road"), as shown on survey by Tony B. Sanders, dated December 22, 2020, (hereinafter "Survey"), a copy of which is attached hereto as "Exhibit A" and incorporated herein by reference. The Easement and Access Road extend within the right of way for Sandy Ford Road, along and within a portion of the property of Jacob James Morton and wife, Nicole Kristine Morton ("Morton"), described in Deed Book 5198 at Page 800, previously described in Book 5154 at Page 1687 and Book 5107 at Page 355 ("Morton Tract"), to the eastern boundary line of a tract owned by City (Deed Book 3904 at Page 565); and,

WHEREAS, Morton desires to use the existing gravel access road in common with City, and further to utilize the gravel access road as it crosses a portion of the City tract, and thereafter doubles back into Morton's tract all as shown on the Survey.

NOW THEREFORE, the parties hereby agree that City and Morton (and their successors and assigns), shall have the right and easement to use in common the Access Road for the following purposes:

1. City shall utilize the Access Road and existing Easement for all purposes in connection with the maintenance, replacement, and repair of the now existing City sewer line and any additional sewer lines as City may elect within the sewer line area, and for ingress and egress to its sewer line and accessories thereto.

2. Morton, their heirs, successors, and assigns, shall have the perpetual right and easement to utilize the aforesaid Access Road for residential use only and for the extensions of municipal utilities to serve his tract as enumerated herein if approved by the City.

3. In the event that the City desires to relocate the Access Road or some portion of it in the future to accommodate a municipal purpose, such as a park development, then the parties shall work together to determine the relocation area as needed for such development. The relocation area shall be at a mutually convenient location, and the cost of such relocation shall be borne by the City. If the parties are unable to agree upon the relocation area, then the City may relocate the road or portion of it as it finds it to be in the best interest of such development. Such relocation shall be constructed in such a way as to provide Morton with continuous and adequate access during construction. The relocation of the Access Road will continue to occupy the same or nearly the same amount of the City's tract as does the current location. Likewise, the relocation will not occupy more of your tract than does the current location.

4. City assumes no responsibility for the maintenance of the Access Road, and Morton shall have the right, but not the duty, to maintain and improve the Access Road. Each party shall be responsible for repairing any damage caused by such party or their contractors or agents which causes damage beyond ordinary use of the road.

5. By entering into this agreement, City is reserving unto itself, any and all rights, privileges, and easements it may have acquired heretofore, and the rights and privileges granted to City herein are in addition thereto, and are perpetual in nature and run with the land.

6. Neither party is warranting to the other party the title to the Access Road, and neither party shall in any way endanger or obstruct the free, open and continuous access by the other of the Access Road, except as may be necessary for the City to temporarily block access during the exercise of the City's foregoing activities, in which case Morton will be provided a temporary alternate road during such activities.

7. Each party indemnifies and saves harmless the other party from any claims for death, injury, or property damage resulting from the use by such party, its employees, agents, or contractors, of the access road herein described.

TO HAVE AND TO HOLD, the easements as herein above conveyed; subject, however, to any rights which North Carolina Department of Transportation may or might have in said easement areas.

IN WITNESS WHEREOF, the parties have executed this agreement or have caused the execution hereof by authority duly given, the day and year first above written.

CITY OF MOUNT HOLLY

By: _____ _____(SEAL)

Bryan M. Hough, Mayor

Attest:_____
Amy Miller, City Clerk

(seal)

Jacob James Morton

_____(SEAL)
Nicole Kristine Morton

STATE OF NORTH CAROLINA

NOTARY ACKNOWLEDGMENT

COUNTY OF GASTON

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

Witness my hand and notarial seal, this _____ day of _____, 2021.

_____
Notary Public

My commission expires: _____

(seal)

STATE OF NORTH CAROLINA
COUNTY OF GASTON

NOTARY ACKNOWLEDGMENT

I, _____, a Notary Public in and for said County and State, do hereby certify that Jacob James Morton and Nicole Kristine Morton personally appeared before me this day and duly acknowledged the execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this _____ day of _____, 2021.

_____
Notary Public

My commission expires: _____

(seal)

MEMORANDUM

To: Mayor and City Council
From: Kemp A. Michael, Assistant City Attorney
Dated: 05/12/21
Re: Proposed Shared Gravel Drive between the City and Jacob Morton

As you recall, at our last City Council meeting, you discussed a joint driveway agreement along Sandy Ford Road crossing Jacob Morton's property and a small portion of property belonging to the City. The location of the portion of the proposed joint driveway, as it turned to the left onto Mr. Morton's property, was dictated by the terrain of the subject property. In your Council packet was a memo from me outlining the joint driveway agreement, including an attached map. As a result of the discussion, I was requested to provide the history of Mount Holly's ownership of approximately 20 acres of land upon which a portion of the joint driveway would be located. The tract begins at Sandy Ford Road and extends in a southerly direction along Dutchman's Creek. This is the history of the City's ownership:

On May 22, 2001, a plat (copy attached) was recorded establishing Dutchman's Meadow Phase 1, located on the west side of Dutchman's Creek. The developer of this subdivision was JP Development, LLC, owned by Thomas D. Pearson and Fredrick D. Judson. On the east side of the creek, JP Development, LLC owned an additional undeveloped 20 acres in the flood plain. In December 2001, by separate deeds, the subdivision owners donated the 20 acres to the City of Mount Holly. I have attached copies of the deeds and the donation letter to the City. The donation letter states that the land is to be used "for the greenway."

I was requested to provide information about the gravel road. I recall the gravel road's existence in at least 2001 when I visited the construction site during installation of the first Dutchman's Creek sewer line. I drove on it several times down to the area of Dutchman's Creek near the bridge, and the road was used extensively as a point of access to the sewer line. At that time, I gave no thought to the future of this gravel road, but it has since been used for the recent construction of the "Dutchman's Creek Parallel Sewer Line" and a sewer line extending down Sandy Ford Road from Highway 273.

Our engineer on the parallel sewer project was Chuck Willis, who has surveyed in and around the proposed joint driveway extensively, in an attempt to determine what right the City has to utilize the gravel road crossing over Mr. Morton's property. If the gravel road is fully within the DOT right of way, then the City may have acquired the right to use it under the blanket encroachment agreement that the City has with the DOT. However, Chuck has confirmed by several emails that the exact location of the NCDOT right of way cannot be determined, and he has suggested several times, most recently in his email from September 24, that, "given the complexity of ownership in this area it may be a good time to clarify ownership and convey access rights between the parties through an easement agreement." I thought that his suggestion had merit and I therefore prepared the proposed joint driveway agreement, which I provided to Council at the last meeting. I would be happy to accompany Council members who wish to visit the site of the proposed joint driveway. I do not know how this joint easement crossing a small part of the City's 20 acres would become a problem, but the Council may see otherwise.

I have several emails from Chuck Willis, our engineer on the project, referencing their inability to determine the exact location of the DOT right of way.

MEMO

TO: Mayor, City Manager, City Council

FROM: Kemp Michael, Asst. City Attorney

DATE: May 3, 2021

RE: Joint Easement Agreement with Mortons

Attached is a proposed Easement Agreement between the City and Mr. and Mrs. Jacob Morton, to establish a joint gravel access road leaving the South side of Sandy Ford Road near Dutchmans Creek, and extending across property owned by the Mortons, continuing over a property owned by the City, and then accessing another property owned by the Mortons (Tract #3) upon which they are building their house. This gravel road was initially constructed many years ago when the first sewer line was constructed along Dutchmans Creek. The Mortons believed that the City had used some of his property to access Dutchmans Creek and store construction materials during the recent sewer extension project, and stated that they needed access as shown on the attached survey to their lot. They proposed a joint access agreement between the parties. Willis Engineering surveyed the location of a laydown yard used in the project and does not believe that it is actually on the Mortons property. Nevertheless, both parties have been using the gravel access road. It would appear to be in both parties interest to agree upon the location of the gravel access road and to grant cross easements to both parties so as to eliminate any misunderstandings in the future.

Therefore, attached please find the proposed easement agreement and map showing the gravel road, the Morton's property, and the City's property. As you can see, this easement agreement does not require additional responsibility on the City regarding maintenance of the road, except for damage beyond ordinary wear and tear caused by the City or its agents.

NEW BUSINESS

City of Mount Holly
Action Agenda Item

To:	Mayor and City Council	**Date:**	August 3, 2021
From:	Miles Braswell, City Manager	**Meeting Date:**	August 9, 2021

Agenda Item to be considered:

Mount Holly Tourism Development Authority – Chairperson Appointment

Will this require a public hearing? ☐ YES ☒ NO

Background/Purpose of Request:

Former Mount Holly Tourism Development Authority (TDA) Chair, Michael Holdenrid, resigned his position effective June 30, 2021 per the March 11, 2021 letter, due to time commitments with his business and family (see attached resignation letter as reference). Mr. Holdenrid attended and assisted with the TDA until a Chairperson was determined.

Discussions were held during the past several TDA meetings on a Chairperson replacement, in which the Tailrace Marina was discussed, as this business is a vital link to tourism along the Catawba River and the region. I then visited with Ineke Wilson, Tailrace Marina Owner and Manager, to introduce myself and gauge Mrs. Wilson's interest in the TDA. Mr. Holdenrid met with Mrs. Wilson separately to discuss the Chair role in depth, in which Mrs. Wilson expressed her willingness to serve as the TDA Chairperson.

Per the TDA Bylaws, the members shall be appointed and approved by the City Council.

Mrs. Wilson will be attending the August 9th Council Meeting to introduce herself to the Mayor and City Council. Attached is her resume.

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:

- ***Mr. Holdenrid's resignation letter***
- ***Mrs. Wilson's resume***

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

March 11th, 2021

Dear Mayor Hough and Esteemed City Council:

I want to personally inform you of my intent to resign from my position as the Mount Holly Tourism Development Authority chairperson. While it is my intent to serve in my role through the remainder of this fiscal year to help ensure a smooth transition, I will ultimately leave that decision up to the City Council. I do not make this decision lightly but ultimately, because of time commitments to my family and business here in town, it is one that I must make.

It has been a pleasure serving Mount Holly over the past two years and my work with the city will be greatly missed. I am grateful for the experience and appreciate everything I have learned. Mount Holly will always hold a special place in my heart and I look forward to being part of the continued growth of the city.

Thank you for the privilege to serve.

Kindest Regards,

Michael Holdenrid
MHTDA Chair

INEKE WILSON
17015 Bridgeton Lane, Huntersville, NC 28078

PERSONAL:

- Born and native of a small town in The Netherlands, eldest of three children
- Attended the University of Amsterdam with a degree in Education
- Employed at the age of 24 as Interim Assistant Principal, Netherlands
- Moved to United States with first husband in 1981, US Citizen 1999
- Married to Bob Wilson in 2014 by President Jimmy Carter
- Bob & Ineke together have 4 daughters and 6 grand children

BUSINESS:

- Created and owns THE WORLD IN OUR BACKYARD, LLC, a cultural enrichment program that provides international education to 25,000 students each year.
- Manages and owns TAILRACE MARINA in Mount Holly, a facility that has 200 boatslips, kayak and pontoon rental on the riverfront.
- Administrates ROWBOAT DOCK & DREDGE, a family owned business that builds docks and is in heavy marine construction.

COMMUNITY & LEADER EXPERIENCE:

- Rotary International District Governor for 59 Rotary Clubs in 14 counties.
- PTA Board, Girl Scout Troop Leader, HOA Board, International House Gala Committee Chair and many other church, school and International Organizations.
- Many of the Community Activities are still being performed today, after some 20 years

PERSONAL ACCOMPLISHMENTS & AWARDS:

- Walked the Vierdaagse twice, a 100mile March in Holland and earned the Queen's Metal
- Climbed Kilimanjaro for Polio and personally raised over $10,000 for Polio eradication.
- Traveled extensively throughout the developed and developing world
- Visited 54 countries on 6 continents

OTHER BUSINESS

REPORTS

Mount Holly Parks & Recreation

Monthly Report- July 2021

Senior Citizen Activity Group- The Senior Citizens met 21 days during the month of July. The total attendance was 321, with 33 different members attending. Their activities included walking, corn hole, and shuffleboard.

Fitness Center- The Fitness Center was open 21 days throughout July. The total attendance was 95, with 24 different members attending.

Athletics-

Our adult open summer volleyball league finished up in July. We had 4 teams competing in the league. Matches were played on Monday & Thursday evenings at the Tuckaseege Community Center. Free-play volleyball is held on Tuesday evenings, and we have been averaging 14 people per free-play session.

Free-play basketball for youth is open at the Old Gym on Tuesdays and Thursdays from 1-5pm. We have been averaging 10 children per session. A youth basketball camp was held at the Old Gym July 19-22. The camp was free, and 36 children enjoyed the camp.

Free-play pickleball is held Tuesdays and Thursdays from 1-3pm and Wednesdays from 6-8pm at the Tuckaseege Community Center. We had a total of 76 visits by 27 different players.

Rentals & Special Events- The Tuckaseege and River Street Park shelters were rented nine times during the month of July. The estimated attendance was 295 people. The Tuckaseege Community Center was rented one time, with an estimated attendance of 60 people.

News & Notes-

Trail counter numbers for Tuckaseege Park- 101/day. Trail counter number for Dutchmans Creek greenway section – 27/day.

There is a downtown event scheduled for Friday August 6, 13, and 27. All events go from 6-10pm.

Parks & Recreation Commission is scheduled to meet on Tuesday August 24th at 630pm.

Incident Disposition Totals by Offense

MOUNT HOLLY POLICE

(07/01/2021 - 07/30/2021)

Offense:	Closed By Arrest:	Closed/Oth. Means:	Death of Offender:	Prosecut. Declined:	Cust. Oth. Jurisdic.:	Vic. Ref. Cooper.:	Juv. No Custody:	Not Applic.:	Unfound.:	Reported:	Actual:	Further Invest.:
11A - Rape	0	0	0	0	0	0	0	1	0	1	1	1
120 - Robbery	0	0	0	0	0	0	0	1	0	1	1	1
13A - Aggravated Assault	1	0	0	0	0	0	0	4	0	4	4	3
13B - Simple Assault	1	0	0	1	0	0	0	2	0	3	3	1
13C - Intimidation	1	1	0	0	0	0	0	3	0	3	3	1
220 - Burglary/Breaking & Entering	2	1	0	0	0	0	0	7	0	7	7	4
23C - Shoplifting	1	1	0	0	0	0	0	5	0	5	5	3
23F - Theft From Motor Vehicle	0	1	0	0	0	0	0	9	0	9	9	8
23G - Theft of Motor Vehicle Parts or Accessories	0	0	0	0	0	0	0	5	0	5	5	4
23H - All Other Larceny	0	3	0	0	0	0	0	7	0	7	7	4
240 - Motor Vehicle Theft	0	0	0	0	0	0	0	2	0	2	2	2
250 - Counterfeiting/Forgery	0	0	0	0	0	0	0	1	0	1	1	1
26A - False Pretenses/Swindle/Confidence Game	0	0	0	0	0	0	0	2	1	2	1	1
26B - Credit Card/Automatic Teller Machine Fraud	0	0	0	0	0	0	0	2	2	2	0	0
26C - Impersonation	0	0	0	1	0	0	0	0	0	1	1	0
26F - Identity Theft	0	1	0	0	0	0	0	2	0	2	2	1
290 - Destruction/Damage/Vandalism of Property	0	2	0	0	0	0	0	7	0	7	7	5
35A - Drug/Narcotic Violations	2	0	0	0	0	0	0	9	0	9	9	7
35B - Drug Equipment Violations	3	0	0	0	0	0	0	6	0	6	6	3
90D - Driving Under the Influence	2	0	0	0	0	0	0	2	0	2	2	0
90J - Trespass of Real Property	2	0	0	0	0	0	0	2	0	2	2	0
90Z - All Other Offenses	5	0	0	0	0	0	0	8	0	8	8	3

Incident Disposition Totals by Offense

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(07/01/2021 - 07/30/2021)

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90Z.01 - Traffic Violations	7	2	0	0	0	0	0	20	0	20	20	11
90Z.03 - Court Violations	6	0	0	0	0	0	0	5	0	6	6	0
90Z.05 - Found Property	0	0	0	0	0	0	0	1	0	1	1	1
90Z.08 - Escape from Custody or Resist Arrest (Non Assaultive)	0	0	0	0	0	0	0	1	0	1	1	1
90Z.10 - Missing Person	0	0	0	0	0	0	0	1	1	1	0	0
90Z.11 - Call For Service	0	2	0	0	0	0	0	10	7	11	4	1
90Z.13 - B&E to Motor Vehicle	0	0	0	0	0	0	0	1	0	1	1	1
90Z.14 - Larceny after B&E	1	0	0	0	0	0	0	4	0	4	4	3
90Z.15 - Damage to Property <$500.00	2	1	0	0	0	0	0	7	0	8	8	5
Totals:	**36**	**15**	**0**	**2**	**0**	**0**	**0**	**137**	**11**	**142**	**131**	**76**

Arrest Race/Sex Totals by Offense

MOUNT HOLLY POLICE

(07/01/2021 - 07/31/2021)

Primary Offense:	White Male:	Black Male:	Indian Male:	Asian Male:	White Female:	Black Female:	Indian Female:	Asian Female:	Juven.:	Adult:	Resd.:	NonRes.:	Arrests:
13B - Simple Assault	1	0	0	0	1	0	0	0	0	2	1	1	2
13C - Intimidation	0	1	0	0	0	0	0	0	0	1	0	1	1
280 - Stolen Property Offenses	1	0	0	0	0	0	0	0	0	1	1	0	1
35A - Drug/Narcotic Violations	1	0	0	0	1	0	0	0	0	2	0	2	2
90D - Driving Under the Influence	1	0	0	0	0	0	0	0	0	1	0	1	1
90Z - All Other Offenses	3	1	0	0	2	0	0	0	0	6	3	3	6
90Z.01 - Traffic Violations	1	0	0	0	0	1	0	0	0	2	1	1	2
90Z.03 - Court Violations	3	2	0	0	3	0	0	0	0	8	2	5	8
90Z.11 - Call For Service	1	0	0	0	0	0	0	0	0	1	1	0	1
Totals:	**12**	**4**	**0**	**0**	**7**	**1**	**0**	**0**	**0**	**24**	**9**	**14**	**24**

Citation Totals by Charge

MOUNT HOLLY POLICE

(07/01/2021 - 07/31/2021)

Charge:	Number of Charges:
Speeding (Misdemeanor)	6
Speeding (Infraction)	2
No Operator License	5
Driving While License Revoked	1
Expired Registration	10
Inspection	1
Unsafe Movement	1
No Insurance	1
Other (Misdemeanor)	6
Other (Infraction)	1
Other (2nd Charge - Misdemeanor)	6
Other (2nd Charge - Infraction)	4
Total:	**44**

Mt Holly PD
400 E CENTRAL AV MT HOLLY , NC 28120

CFS By Department - All Departments By Date
7/1/2021 - 7/31/2021

MOUNT HOLLY POLICE	Count	Percent
ABC ENFORCEMENT	1	0.05%
ALARM B	35	1.63%
ALARM R	20	0.93%
ASSAULT AL OCC	2	0.09%
ASSAULT W/ WEAPON	2	0.09%
ASSIST FD/EMS	17	0.79%
ASSIST LE AGENCY	24	1.12%
ASSIST OTHER	4	0.19%
ATTEMPTED B & E	1	0.05%
B & E OF BUSINESS IN PROGRESS	1	0.05%
B & E RES AL OCC	3	0.14%
B & E RES IN PROG	3	0.14%
B & E TO VEHICLE ALR OCC	8	0.37%
CHECK ROADWAY	16	0.74%
CHECK THE WELFARE	23	1.07%
CHILD CUSTODY	2	0.09%
CIVIL DISPUTE	9	0.42%
COMM SERV SPECIAL EVENT	3	0.14%
COMMUNICATING THREATS	8	0.37%
COURT	7	0.33%
DAMAGE TO PROPERTY	10	0.47%
DEATH INV UNATTENDED	1	0.05%
DISCHARGE FIREARM	9	0.42%
DISTURBANCE NATURE UNK	1	0.05%
DOMESTIC ARGUMENT	27	1.26%
DOMESTIC ASSAULT	11	0.51%
DOMESTIC ESCORT	2	0.09%
DRUGS	5	0.23%
EMBEZZLEMENT	1	0.05%
FIGHT MULTIPLE SUBJ	2	0.09%
FOLLOW UP INVESTIGATION	46	2.14%
FOOT PATROL	16	0.74%
FOUND PROPERTY	10	0.47%
FRAUD	9	0.42%
FUNERAL ESCORT	1	0.05%
HANGUP 911	5	0.23%
HARRASSMENT	5	0.23%
HIT & RUN PD	3	0.14%
IDENTITY THEFT	1	0.05%
INFORMATION ONLY	19	0.88%
INTOXICATED DRIVER	4	0.19%
INTOXICATED PEDESTRIAN	2	0.09%

MOUNT HOLLY POLICE	Count	Percent
JUVENILE	7	0.33%
JUVENILE CUSTODY ORDER	1	0.05%
JUVENILE SEX ASSAULT AL OCC	1	0.05%
K9 DEPLOYMENT-BUILDING/RESIDENCE SEARCH	2	0.09%
K9 DEPLOYMENT-TRACKING	1	0.05%
K9 DEPLOYMENT-VEHICLE SEARCH	5	0.23%
LARCENY AL OCC	17	0.79%
LARCENY FROM VEHICLE	6	0.28%
LARCENY IN PROG	2	0.09%
LICENSE CHECK	3	0.14%
MISC CALL	3	0.14%
MISSING PERSON ADULT	2	0.09%
MV COLLISION PD	18	0.84%
MV COLLISION PI	5	0.23%
NOISE VIOLATION	27	1.26%
OBTAINING WARRANT	5	0.23%
OVERDOSE	5	0.23%
PARKING VIOL	9	0.42%
PERSONAL ESCORT	7	0.33%
PICK UP PROPERTY	3	0.14%
PROWLER	8	0.37%
PUBLIC NUISANCE BIKES/SKATEBOARDS/ATV/DIRT BIKES	2	0.09%
PUBLIC SERVICE CALL	60	2.79%
RADAR/TRAFFIC ENFORCEMENT	7	0.33%
ROBBERY W/ WEAPON	1	0.05%
SCHOOL RES OFFICER	3	0.14%
SEARCH WARRANT	1	0.05%
SERVE WARRANT	26	1.21%
SEX OFFENSE/RAPE AL OCC	1	0.05%
SHOOTING IN DWELLING	1	0.05%
SOLICITATION	10	0.47%
SPEC ASSIGNMENT TRAFFIC	2	0.09%
SPECIAL ASSIGNMENT	16	0.74%
SPECIAL CHECK	1067	49.67%
STALKING	3	0.14%
STOLEN VEHICLE AL OCC	2	0.09%
STRANDED MOTORIST	27	1.26%
SUBJECT WITH A GUN/WEAPON	6	0.28%
SUICIDAL SUBJECT	2	0.09%
SUSPICIOUS PERSON	47	2.19%
SUSPICIOUS VEH OCCUP	52	2.42%
SUSPICIOUS VEH UNOCCUP	67	3.12%
TRAFFIC OTHER	13	0.61%
TRAFFIC STOP	193	8.99%
TRESPASS	9	0.42%
UNAUTHORIZED USE OF CONVEYANCE	1	0.05%
VANDALISM AL OCC	1	0.05%
VERBAL ARGUMENT	12	0.56%

Total Records For MOUNT HOLLY POLICE	2148	Dept Calls/Total Calls	99.21%

No Units	Count	Percent
ALARM B	2	11.76%
ASSIST LE AGENCY	1	5.88%
COMMUNICATING THREATS	1	5.88%
DOMESTIC ARGUMENT	1	5.88%
INFORMATION ONLY	2	11.76%
K9 DEPLOYMENT-TRACKING	1	5.88%
NOT AN ACTUAL CALL	3	17.65%
PERSONAL ESCORT	1	5.88%
SOLICITATION	1	5.88%
SPECIAL CHECK	3	17.65%
TRAFFIC OTHER	1	5.88%
Total Records For No Units	17 Dept Calls/Total Calls	0.79%

Total Records 2165