



Belmont City Council Meeting  
City Hall Council Chambers

115 North Main Street  
Historic Downtown Belmont

January 3, 2017





City of Belmont  
City Council Meeting  
City Hall Council Chambers  
115 North Main Street  
January 3, 2017

6:45 p.m. – Council Work Session  
7:00 p.m. – Council Meeting

**Call to Order**  
**Invocation**  
**Pledge of Allegiance**

<b>Consent Agenda</b>	<b>Page Number</b>
(a) Approval of Regular Meeting Minutes: December 5, 2016	4
(b) Approval of Closed Session Minutes: December 5, 2016	N/A
(c) Approval of Special Meeting Closed Session Minutes: December 15, 2016	N/A
(d) Approval of Encroachment Agreement with NCDOT Rail for Dumpster Enclosure and Paving of Parking Lot	10
(e) Approval of Contract Amendment with Martin Starnes & Associates for City Audit	13
(f) Approval of Loan with US Bancorp for Vehicle and Equipment Financing	18
(g) Acceptance of Petition Requesting Contiguous Annexation and Authorization for City Clerk to Investigate Sufficiency (Mowlavi Property, 420 Nixon Road)	31
(h) Acceptance of Petition Requesting Non-Contiguous Annexation and Authorization for City Clerk to Investigate Sufficiency (Crescent Communities, LLC Property, Worrell's River Road)	33
(i) Adoption of Resolution Authorizing the Closing of Streets and the Possession and Consumption of Alcoholic Beverages During the 2017 "CaroMont Health Criterium"	36
(j) Approve Declaration of Surplus Property and Authorization for Disposal	38

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4. Consider Adoption of Resolution Approving Belmont Rowing Center Lease Agreement	86
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6. Consider Lease Agreement with Alliance Real Estate III, Inc. for Downtown Parking Lot	90
7. Consider Approval of a Request by the Greater Gaston Development Corporation to Fund an Economic Development Strategic Plan for Gaston County Related to the Charlotte-Douglas International Airport and intermodal Facility	96

8. Approval of Amendments to the Approved Budget for FY2016-2017	<b>112</b>
9. Consider Approval of a Main Street Façade Enhancement Grant for 27 E. Catawba Street	<b>115</b>
10. Consider Request for Additional Funding for Davis Park Restroom Renovation Project	<b>122</b>
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17. Closed Session- Property Acquisition	<b>140</b>

**CITY OF BELMONT**  
**BELMONT, NORTH CAROLINA**

**REQUEST FOR COUNCIL ACTION**

DESCRIPTION: Consent Agenda Items a-j

AGENDA ITEM NO. Consent Agenda

MEETING DATE: 1/3/2017

**BACKGROUND INFORMATION:**

a. Approval of Regular Meeting Minutes: December 5, 2016

These minutes are enclosed.

b. Approval of Closed Session Minutes: December 5, 2016

These minutes will be distributed at the meeting.

c. Approval of Special Meeting Closed Session Minutes: December 15, 2016

These minutes will be distributed at the meeting.

d. Approval of Encroachment Agreement with NCDOT Rail for Dumpster Enclosure and Paving of Parking Lot

In response to concerns about the smell, litter, and broken glass around the dumpsters and garbage carts on the west side of Glenway Street, city staff has worked with NCDOT Rail Division staff on an encroachment agreement wherein NCDOT Rail will allow the City to use a portion of its property consisting of a gravel parking lot on the east side of Glenway Street for a dumpster enclosure.

The city staff are working to develop agreements with the various businesses using the dumpsters and garbage carts on the west side of Glenway Street to instead use the new dumpsters that the City will install on the NCDOT property. The City will provide the dumpster space and will contract with Waste Pro for regular collection service. The City will then charge these businesses for the cost of this service.

The goal of this program is to clean up Glenway Street and to provide a safer environment for pedestrians using Glenway Street. The encroachment agreement will also allow the City to pave this parking lot, further providing for a cleaner and safer environment for all users.

e. Approval of Contract Amendment with Martin Starnes & Associates for City Audit

Enclosed is an amendment to the contract between Martin Starnes and Associates, CPA's, P.A. and the City of Belmont for auditing services. The City of Belmont received over \$500,000 in state and federal grants last year, which triggers a requirement for a single audit of those grants. The two largest sources of state and federal grants that we received last year were the PART-F grant for the Kevin Loftin Riverfront Park and the Powell Bill program. The cost of this single audit is \$2,000.

f. Approval of Loan with US Bancorp for Vehicle and Equipment Financing

The city staff have provided a list of their capital vehicle and equipment needs during the budget process. As we have done for several years, we would like to finance the cost of these various capital items in order to take advantage of low interest rates. Finance Director Michelle Wood sent a request for proposals to finance \$450,000 to seven banks on November 22, 2016. Of these seven banks who received the request for proposals, three submitted financing bids. The low bidder was US Bancorp, which offered a rate of 1.833% to be paid over 59 months.

The impact to the current budget is \$47,236.14, while the balance will be paid in subsequent fiscal years. The funding for this loan will be provided through a budget amendment to the debt service line item and paid for by our higher than anticipated revenues to date. This budget amendment will be considered later in the regular agenda under item 9.

g. Acceptance of Petition Requesting Contiguous Annexation and Authorization for City Clerk to Investigate Sufficiency (Mowlavi Property, 420 Nixon Road)

Enclosed is a petition for voluntary contiguous annexation into the Belmont corporate limits for the property at 420 Nixon Road. This 9.9 acre property is a part of the proposed residential development to be considered in the regular agenda under item 2. The property is located within the Belmont ETJ area, so it already has a Belmont zoning district placed on it.

Belmont's process for voluntary annexation requires three actions over three city council meetings. This is the first action, to receive the petition and authorize the city clerk to investigate the sufficiency of the petition. The second action is for the city clerk to report her findings to the city council and for the city council to call for a public hearing on the request. The final action is for the city council to hold a public hearing and vote on the annexation request. For this petition, the public hearing will be held on March 6, 2017.

h. Acceptance of Petition Requesting Non-Contiguous Annexation and Authorization for City Clerk to Investigate Sufficiency (Crescent Communities, LLC Property, Worrell's River Road)

Enclosed is a petition for voluntary non-contiguous annexation into the Belmont corporate limits for the property located on New Hope Road immediately north of the Daniel Stowe Botanical Garden. This petition is considered non-contiguous even though it is adjacent to the city limits due to the DSBG and McLean property being a satellite annexation. This petition will go through the same process outlined in item g above.

Please note that the annexation agreement between Belmont and Cramerton must be amended to allow this property to be annexed into Belmont. Staff from both towns are working on an amended agreement, which will need to be in place prior to the approval of this request.

i. Adoption of Resolution Authorizing the Closing of Streets and the Possession and Consumption of Alcoholic Beverages During the 2017 “CaroMont Health Criterium”

Enclosed is a resolution authorizing the closing of street and the possessing and consumption of alcoholic beverages on city streets and sidewalks for the annual CaroMont Health Criterium. This is the same format as the previous Criterium events. This year’s event will be held on Sunday, April 23, 2017.

j. Approve Declaration of Surplus Property and Authorization for Disposal

Enclosed please find a memo from Public Works Director David Isenhour requesting that approximately 105 components from the City’s old and unused computer equipment be declared as surplus property and be disposed of by Waste Pro through its e-Waste program. This equipment is no longer used, but it remains on our asset inventory list. Therefore this equipment must be declared as surplus before staff can get rid of it.

In the past, city staff has tried to sell surplus computer equipment on the GovDeals online auction site that we use for vehicles and equipment. After paying our former IT vendor to remove hard drives and sensitive data, the City lost money on the auction. This time we propose allowing the public works staff to crush the computer towers and then allowing Waste Pro to collect and dispose of them through its e-Waste program.

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**CITY MANAGER’S RECOMMENDATION:**

The City Manager recommends approval of consent agenda items a-j.

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**ACTION TAKEN:**

The Belmont City Council met in regular session on December 5, 2016 at 7:00 p.m. in the Council Chambers at Belmont City Hall. Members presents: Ryan Schrift, Richard Turner, Doug Gadd, Martha Stowe, Ron Foulk, and Mayor Charles Martin. Also present were City Attorney Parks Wilson, City Manager Adrian Miller, City Clerk Debra Brown, Deputy City Clerk Jenaro Jackson, Department Heads, and Concerned Citizens.

Mayor Martin called the meeting to order. Charlie Flowers gave the invocation. Mayor Martin led in the Pledge of Allegiance.

**Presentation of Retirement Resolutions: Charlie Flowers, Barry Webb, Steven Hope, John Wilson, and Joe Blanton by Mayor Martin**

**Belmont's Best Presentations: Taste Buds Popcorn, Garibaldi Realty, and Cherub's Cafe by Mayor Martin**

**Swearing-In of Police Officer Kori Cumberland by City Clerk Debra Brown**

### **Consent Agenda**

- (a) Approval of Regular Meeting Minutes: November 7, 2016
- (b) Approval of Special Meeting Minutes: November 22, 2016
- (c) Approval of Special Meeting Closed Session Minutes: November 22, 2016
- (d) Call for Public Hearing on Lease Agreement with Belmont Rowing Center
- (e) Approval of Contract with NC Department of Natural and Cultural Resources for Abbey Creek Greenway Easement Acquisition
- (f) Approval of Contract with Morgan's Branch Community Association, Inc. for Street Lighting
- (g) Acceptance of Scope and Fee Proposal from Carolinas Design Group for Surveying and Drafting Services for Glenway Street Parking Lot Survey
- (h) Approval of Agreement with the North Carolina League of Municipalities to Revise the Charter of the City of Belmont
- (i) Approval of Professional Services Agreement with US ISS Agency for Part-Time Police Department Executive Services
- (j) Adoption of Resolution Establishing Regular Meeting Dates of the Belmont City Council for 2017
- (k) Appointment of Elected Officials to Board and Committees for 2017

Mayor Martin entertained a motion to approve the Consent Agenda, with the request to move item (k) to the regular agenda as item number 10. Doug Gadd so moved, seconded by Martha Stowe, and unanimously approved.

### **Agenda**

**1. Public Comment - Vincent Hill, 7 South Main St.:** Advised council that the Juneteenth Celebration Committee is now a non-profit organization named "Elements of Empowerment Inc.," as of September 27, 2016. Mr. Hill advised that he appreciated all of the support that has been provided to the Juneteenth Celebration Committee over the years, and that he hoped that he could rely on the same in-kind services and support moving forward. As well as maintaining a strong partnership with the city, a handout was submitted outlining the guidelines in which the Elements of Empowerment and the City of Belmont would partner during future Juneteenth Celebrations. Mr. Hill closed with asking the council to give consideration to continuing the

partnership between the two entities. **Benita Smith – PO Box 667534, Winston Salem**, stated that her mother, Sandra Leeper, was the first Afro-American to graduate from Belmont Abbey College (BAC). She attended BAC from 1966-1969. Ms. Smith went on to express that her mother served as a role model, being the first family member to attend & graduate college. Ms. Smith requested the consideration be given to the possibility of honoring her mother during their “Family Culture Celebration,” by having a monument in her name in Stowe Park. **Artesa Bohannon – Winston Salem, NC**: Spoke on behalf of William Morse, Gerard Leeper, and Ronald Smith advising of the long and distinguished Smith Family lineage, with an emphasis on contributions made to Belmont by their ancestry. In remembrance of those contributions, Ms. Bohannon asked that consideration be made to having a monument “Smith Family” placed on Gaither Rd., currently owned by the city.

## **2. Consider Approval of a Major Development Plan for “Rivermist” Subdivision Located on South Point Road between Belwood and Bowen Drives**

Planning Director Shelley DeHart advised during the September 6, 2016 meeting, the City Council voted to disapprove a major subdivision plan submitted by the Bank of North Carolina for the development of its 44 acre property on South Point Road, located between Belwood and Bowen Drives. The reason given for disapproval was failure to comply with the maximum street block length requirements of the Land Development Code. Section 15.5 of the Land Development Code allows an applicant to resubmit the development plan to the City Council for review after making corrections that address the reasons for denial. The Bank of North Carolina has made revisions to its development plan for this property and requests to be reconsidered for review

Doug Gadd questioned the previous development plan for 77 lots versus the current 86 lots, asking what had changed. Adrian Miller explained that the previous development plan expired and now the approval process has to start over.

Richard Turner asked if Council could deny the revised plan with 86 lots. Attorney Parks Wilson advised the revised plan is within compliance. If revised plan is not approved by Council, then the City could be taken to court. The City will likely lose in court due to the revised plan being in compliance with the Land Development Code.

Ryan Schrift told the audience that the City Council had listened to public input and had made changes to the plan. Council must either approve the new plan or be sued.

Ron Foulk advised we will have to accept the revised plan or the developer has the right per regulation to change from 86 lots to 109 lots with no conditions.

**Public Comment – Judy Stalder, 665 N. Main St., High Point, NC for Bank of North Carolina and Dan Pritchett 117 E. Main, Jamestown, NC, Engineer for the Rivermist Project:** Dan Pritchett thanked the staff and council. Specifically thanked Councilmen Schrift and Turner for their previous input concerning traffic calming, along with decreasing the number lots, while at the same time increasing the lot sizes. **Ted Geddis – 409 Belwood Dr:** Expressed his concern for the quality of life in and around the South Point Road area. He strongly

encouraged council to consider no additional growth in the area just so that contractors/banks can make money. Mr. Geddis advised he is against the connectivity on Belwood and that with more development and houses, “quaint Belmont” will be no more and that the South Point Rd area headed south to the state line would just become one big village center. **Kathy Stillwell** – 514 Belwood Dr: Asked that serious consideration be given to the impact in which this project would have on the infrastructure of the South Point Rd area, namely, the traffic and schools in the area. **Larry Stroupe** - 312 Belwood Dr: Advised that the density of the plan, 88 homes, on 44 acres, on quarter acre lots is not feasible to have miniscule lots developed, considering the surrounding neighborhoods have lot sizes as large as an acre. Mr. Stroupe went on to state that he has been in the area for over 30 years and has worked hard for what he has. **Rick Cloninger** – 13 Bowen: Posed the question as to why is this topic being revisited again. The revision of the plan to reduce the number of homes isn’t significant. In addition too, it has never been stated what types of homes are going to be built in this subdivision. Mr. Cloninger said that he has lived in the area for 36 years and has never had an issue with crime, but believes that these small homes will attract people with small incomes which will cause crime to increase. He wants to protect his home, along with his neighbors. Mr. Cloninger asked the council to give consideration to the approval of this project.

Mayor Martin entertained a motion to accept approval of the revised Major Development Plan for Rivermist Subdivision located on South Point Road between Belwood and Bowen Drives as submitted. Ryan Schrift so moved, seconded by Ron Foulk, and unanimously approved.

**3. Public Hearing on Zoning Map Amendment ZA-2016.13, a Request by Andrew and Kelli Mossman (Fadel) to Rezone a 6.68 Acre Property on Tucker Road from General Residential/Traditional Neighborhood/South Point Peninsula Overlay (GR/TN-D/SPPO) to Rural Residential (RR). Parcel ID Number 201479.**

Mayor Martin entertained a motion to go into public hearing. Ron Foulk so moved, seconded by Martha Stowe, and unanimously approved.

Planning Director Shelley DeHart advised Andrew and Kelli Mossman have requested to change the zoning of their 6.68 parcel of land near the western end of Tucker Road from the current General Residential/Traditional Neighborhood/South Point Peninsula Overlay (GR/TN-D/SPPO) to a proposed Rural Residential (R-R) zoning district. The Land Development Code requires that properties within the city limits connect to city water and sewer services if these services are within 300 feet of the property, except those properties in the Rural Residential zoning district. In this case, there are no city water or sewer services within 300 feet, and the cost to extend them to this property is not economical for the development of one single-family house. The applicants, Andrew and Kelli Mossman, request a rezoning to Rural Residential in order to build a house using a private well and septic system.

**Public Comment - Andrew and Kelli Mossman**, 17 Johnston St. Apt 12, reiterated their request for Rural Residential rezoning in order to build a house using a private well and septic system.

Mayor Martin entertained a motion to come out of public hearing. Ron Foulk so moved, seconded by Richard Turner, and unanimously approved.

**4. Consider Approval of Zoning Map Amendment ZA-2016.13, a Request by Andrew and Kelli Mossman (Fadel) to Rezone a 6.68 Acre Property on Tucker Road from General Residential/Traditional Neighborhood/South Point Peninsula Overlay (GR/TN-D/SPPO) to Rural Residential (RR). Parcel ID Number 201479.**

Planning Director Shelley DeHart advised having held the public hearing on this rezoning request, the City Council may now consider three options;

- 1) Approve the rezoning request as presented;
- 2) Approve the rezoning request with modifications to the area covered by the district; or
- 3) Deny the rezoning request.

The planning and zoning board reviewed this rezoning request during its November 17, 2016 meeting and unanimously recommended that the City Council approve this request.

Mayor Martin entertained a motion to approve the Zoning Map Amendment ZA-2016.13 to rezone a 6.68 Acre Property on Tucker Rd from General Residential/Traditional Neighborhood/South Point Peninsula Overlay (GR/TN-D/SPPO) to Rural Residential (RR). Parcel ID Number 201479. Ron Foulk so moved, seconded by Doug Gadd, and unanimously approved.

**5. Stormwater Committee Report** – Minutes from the November 22, 2016 meeting are enclosed for review. City staff are following up on the direction of the committee to correct the drainage problem that appears to have been caused by a city sewer project.

**6. Planning and Zoning Board Report** – Minutes from the November 17, 2016 meeting are enclosed for review.

**7. Main Street Advisory Board and Downtown Belmont Development Board Reports** – Minutes from the November 4, 2016 meetings are enclosed for review.

**8. Manager's Report** – Adrian Miller

Upcoming Events

- The Belmont Christmas Parade is tomorrow, December 6, at 4 pm.
- Invitation from Town of Cramerton to attend reception for Mayor Ronnie Worley for his years of service; he was elected as county commissioner.
- The Belmont Downtown Christmas Village is Friday, December 9, from 6-9 pm.
- Our Board and Committee Appreciation Reception is Wednesday, December 14, at 5:30 pm at Stowe Manor
- City offices are closed on December 23 and 26 for the Christmas holiday.
- City offices are closed on January 2, 2017 for the New Year's holiday. The city council meeting will be Tuesday, January 3, 2017.
- The annual city council planning retreat is January 20-21, 2017 at the USNWC.

Mark Cramer of the Greater Gaston Development Corporation (GGDC) requested that the City of Belmont participate in a Gaston County CLT Airport Economic Positioning Strategy, which seeks to piggy-back off of a recently completed strategic economic development plan that the CLT airport sponsored. The project would cost an estimated low \$200K to complete. Those funds would come from the private and public sectors. The completion would take approximately 6-8 months. Belmont would make a one-time contribution of \$17,500 along with other municipalities. Council questioned the costs, county economic development staff, return on investment, road issues/resolution, and MPO rescoring the bridge for economic justification. Council requested City Manager to obtain more information and submit as an agenda item for January.

## **9. Other Business**

**Ron Foulk** – requested update on public works building. Adrian advised employees have moved into trailers, and that plans are about 95% complete.

**Martha Stowe** - inquired about hooded lights in future developments for feasibility on light pollution. She also asked about the sidewalk behind Aldi, and the site issues that were once prominent, now resolved.

**Richard Turner** - expressed gratitude to the Belmont Fire Department for their timely response to his home (flue not opened).

**Ryan Schrift** – commended the Belmont Police Department on their diligence in enforcing laws and keeping things safe. He referenced a vehicle speeding down Hwy 273, and a patrol car that was in the Watson Insurance parking lot was quickly in pursuit of the speeding vehicle. Ryan continued, by expressing the vision and goals of the Main Street Advisory Board for the upcoming year. He recommended that Taste buds, and the adjacent insurance company be included in the Main Street footprint because neither are currently included.

**Mayor Martin** - advised the South Point Red Raiders won their football game, advancing them to the 3A Western Conference Finals for the State of North Carolina.

## **10. Appointment of Elected Officials to Board and Committees for 2017**

### **City Council Committee Appointments:**

Public Safety Committee - Ron Foulk, Doug Gadd, Martha Stowe

Public Works Committee – Mayor Martin, Ryan Schrift, Martha Stowe, Richard Turner

Water & Sewer Committee – Mayor Martin, Ron Foulk, Doug Gadd

Centralina Council of Governments Board of Delegates – Richard Turner/Delegate, Doug Gadd/Alternate

Gaston Cleveland Lincoln MPO – Richard Turner/Delegate, Martha Stowe/Alternate

Belmont Tourism Development Authority – Richard Turner, Martha Stowe

Keep Belmont Beautiful Board of Directors – Ryan Schrift

Technical Review Committee – Doug Gadd

Personnel Committee, Stormwater Committee, Watershed Review Board – Mayor & City Council

Main Street Advisory Board – Doug Gadd, Ryan Schrift  
Greater Gaston Development Corporation – Ryan Schrift

**11. Closed Session - Personnel Matters**

Mayor Martin entertained a motion to go into closed session on personnel matters and include Police Chief Halifax Clark. Doug Gadd so moved, seconded by Ron Foulk, and unanimously approved.

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Charles R. Martin, Mayor

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Debra Brown, City Clerk



To: Mayor Martin and Belmont City Council Members

From: Adrian Miller, City Manager *Adrian T. Miller*

Date: December 21, 2016

Subject: Encroachment Agreement with NCDOT Rail for Dumpster Enclosure and  
Paving of Parking Lot

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In response to concerns about the smell, litter, and broken glass around the dumpsters and garbage carts on the west side of Glenway Street, city staff has worked with NCDOT Rail Division staff on an encroachment agreement wherein NCDOT Rail will allow the City to use a portion of its property consisting of a gravel parking lot on the east side of Glenway Street for a dumpster enclosure. Photographs of this area are enclosed for your convenience.

The city staff are working to develop agreements with the various businesses using the dumpsters and garbage carts on the west side of Glenway Street to instead use the new dumpsters that the City will install on the NCDOT property. The City will provide the dumpster space and will contract with Waste Pro for regular collection service. The City will then charge these businesses for the cost of this service.

The goal of this program is to clean up Glenway Street and to provide a safer environment for pedestrians using Glenway Street. The encroachment agreement will also allow the City to pave this parking lot, further providing for a cleaner and safer environment for all users.

The NCDOT Rail staff that reviews encroachment agreements is still finalizing this encroachment agreement document, but the staff has agreed to allow the City to pave the parking lot and to construct the dumpster enclosure on its property. NCDOT will not charge the City for this encroachment agreement. If the agreement document is complete by the city council meeting, then I will provide it to you at the meeting.

I request that the City Council approve this agreement, subject to the city manager and city attorney reviewing the final document language.

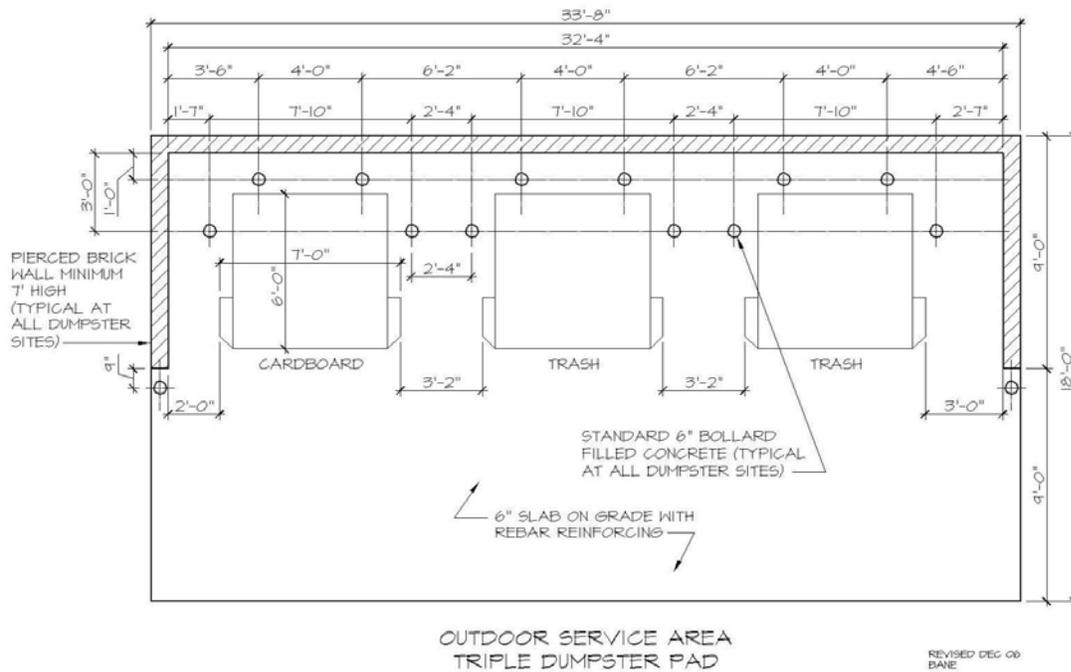


Above: View of Glenway Street Dumpsters from the south.  
Below: View of Glenway Street Dumpsters from Glenway Street





The existing dumpster areas is shown inside the box on the west side of Glenway Street. The proposed encroachment agreement would move the dumpsters to the NCDOT property on east side of Glenway Street. A diagram of the dumpster enclosure is shown below.



**AMENDMENT TO CONTRACT TO AUDIT ACCOUNTS**

Whereas, Martin Starnes & Associates, CPAs, P.A. and City of Belmont, NC  
Audit Firm Primary Governmental Unit

and Belmont Tourism Development Authority entered into a contract dated February 24, 2016,  
Discretely Presented Component Unit (DPCU) if applicable

in which the auditor agreed to audit the accounts of City of Belmont, NC and  
Primary Governmental Unit

Belmont Tourism Development Authority for fiscal year ended June 30, 2016  
Discretely Presented Component Unit (DPCU) if applicable

and to render its audit report on or before October 31, 2016. It is now necessary that the audit completion and report submission be delayed past this date for the following reason (s):

\_\_\_\_\_  
This amended contract is to request an extension of the due date and to add fees (see details below).  
\_\_\_\_\_

\_\_\_\_\_  
The City is requesting an extension of time to submit the financial statements because additional time and  
resources are needed to confirm, reconcile and report Federal and State grants on the Schedule of Expenditures of  
Federal and State Awards for the fiscal year 2016 audit.  
\_\_\_\_\_

\_\_\_\_\_  
Additional fees of \$2,000 will be charged for single audit procedures. These services and fees were not included in  
the original contract.  
\_\_\_\_\_

\_\_\_\_\_  
Fees will now be as follows:  
Audit - \$34,500 plus \$2,000 for single audit procedures  
Preparation of the annual financial statements - \$4,700  
Total fees - \$41,200  
\_\_\_\_\_

\_\_\_\_\_  
\*Note that the TDA's audit fees will still be included in the City's audit fee  
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\_\_\_\_\_  
The auditor, the Governmental Unit, and DPCU if applicable, agree that the time for completion of the audit and submission of the audit Report by the auditor to the Governmental Unit and the Local Government Commission is extended to

January 31, 2017.

Contract to Audit Accounts (cont.)

City of Belmont, NC

Governmental Unit

Belmont Tourism Development Authority

Discretely Presented Component Units (DPCU) if applicable

**Audit Firm Signature:**

Martin Starnes & Associates, CPAs, P.A.

Name of Audit Firm

By Amber Y. McGhinnis, Senior Audit Manager

Authorized Audit firm representative name: Type or print

*Amber Y. McGhinnis*  
Signature of authorized audit firm representative

Signature Date December 14, 2016

amcghinnis@martinstarnes.com

Email Address of Audit Firm

**Governmental Unit Signatures:**

City of Belmont, NC

Name of Primary Government

By Charles Martin, Mayor

Mayor / Chairperson: Type or print name and title

Signature of Mayor/Chairperson of governing board

Signature Date

By N/A

Chair of Audit Committee - Type or print name

N/A

\*\*Signature of Audit Committee Chairperson

Signature Date N/A

\*\* If Governmental Unit has no audit committee, mark this section "N/A"

N/A

Date Primary Government Governing Body Approved  
Amended Audit Contract - G.S. 159-34(a )

**Pre-Audit Certificate to be completed if the Primary Government audit fee is changed in the Amended Contract:**

**PRE-AUDIT CERTIFICATE: Required by G.S. 159-28 (a)**

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act. Additionally, the following date is the date this audit contract was approved by the governing body.

By Michelle Wood, Finance Director

**Primary Governmental Unit Finance Officer:**

Type or print name

Primary Government Finance Officer Signature

Date

*(Pre-audit Certificate must be dated.)*

mwood@cityofbelmont.org

Email Address of Finance Officer

Contract to Audit Accounts (cont.)

City of Belmont, NC

Governmental Unit

Belmont Tourism Development Authority

Discretely Presented Component Units (DPCU) if applicable

**\*\* This page to be completed by Discretely Presented Component Unit named in this Audit contract\*\***

**DPCU Governmental Unit Signatures:**

Belmont Tourism Development Authority

Name of Discretely Presented Government

By Jim Hoffman, TDA Chair

DPCU Board Chairperson: Type or print name and title

Signature of Chairperson of DPCU governing board

Signature Date

By N/A

Chair of Audit Committee - Type or print name

N/A

\*\*

Signature of Audit Committee Chairperson

Signature Date N/A

*\*\* If Discretely Presented Government Unit has no audit committee, mark this section "N/A"*

**Date DPCU Governing Body Approved Audit Contract - G.S. 159-34(a)**

N/A

**Pre-Audit Certificate to be completed if the DPCU audit fee is changed in the Amended Contract:**

**PRE-AUDIT CERTIFICATE: Required by G.S. 159-28 (a)**

**This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.**

By Michelle Wood, Finance Director

**DPCU Finance Officer:**

**Type or print name**

**DPCU Finance Officer Signature**

**Date**

**(Pre-audit Certificate must be dated.)**

mwood@cityofbelmont.org

**Email Address of Finance Officer**

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Governmental Unit

Belmont Tourism Development Authority

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Discretely Presented Component Units (DPCU) if applicable

### Steps to Completing the Amended Audit Contract

1. **Complete all parts of the Header Information** – Include the audit firm name, Unit name, Discretely Presented Component Unit (DPCU) name if applicable (indicate N/A if not applicable), original contract date, fiscal year end date, and original audit report due date.
2. **Explanation for Amending Audit contract** - Previously we required a separate letter of explanation to accompany amended audit contracts. The explanation is now to be included in the body of the amended audit contract detailing the reason for the extension of time request and the steps the unit and auditor will take to prevent a recurrence of lateness with subsequent year's audits.
3. **Signature Area** – The same people that signed the original audit contract must also sign the amended audit contract. If there has been a change in staff of the person(s) who signed the original audit contract, indicate this in the explanation area of the amended contract. Make sure all applicable signatures are evident and properly dated. NOTE - If the original audit contract named and included auditing a DPCU that is a *Public Authority under the Local Government Budget and Fiscal Control Act*, the Board chairperson (and finance officer if there is a fee change) of the DPCU **must also sign** the amended audit contract in the areas indicated on Page 3.
4. **Governing Board Approval** - Amended audit contracts must ALSO be approved by the Unit's governing board pursuant to G.S. 159-34(a). Indicate this new date on the amended contract under the signatures on Page 2. This includes the date the DPCU governing board approved the amended audit contract (if applicable) on page 3.
5. **Pre-Audit Certificate** is to be completed by the finance officers if there is a change in fee. This should be noted in the explanation.
6. **Reminders:**
  - a. Provide correct email addresses for the audit firm and Unit finance officer as these will be used to communicate official approval of the audit contract.
  - b. Has the name and title of the Mayor or Chairperson of the Unit's Governing Board and the DPCU's Chairperson (if applicable) been typed or legibly printed on the contract and has he/she signed in the correct area directly under the Auditor's signature?
7. **Sending amended audit contract** - After all the signatures have been obtained and the amended audit contract and is complete, please convert the signed contract into PDF form and submit it for LGC approval. Send the amended audit contract using the most current audit contract submission process. The current process will be found at the NC Treasurer's web site at the following link – <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>.



## SYSTEM REVIEW REPORT

To the Partners of Martin Starnes & Associates, CPAs, P.A.  
and the Peer Review Committee of the North Carolina Association  
of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Martin Starnes & Associates, CPAs, P.A. (the firm) in effect for the year ended December 31, 2014. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary).

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Martin Starnes & Associates, CPAs, P.A. in effect for the year ended December 31, 2014, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Martin Starnes & Associates, CPAs, P.A. has received a peer review rating of *pass*.

*Koonce, Wooten & Haywood, LLP*

Koonce, Wooten & Haywood, LLP

May 21, 2015

**Raleigh**  
4060 Barrett Drive  
Post Office Box 17806  
Raleigh, North Carolina 27619  
919 782 9265  
919 783 8937 FAX

**Durham**  
3511 Shannon Road  
Suite 100  
Durham, North Carolina 27707  
919 489 8183 FAX

**Pittsboro**  
10 Sanford Road  
Post Office Box 1399  
Pittsboro, North Carolina 27312  
919 542 6000  
919 542 5764 FAX



*City of Belmont*

115 N. Main St.  
P. O. Box 431  
Belmont, NC 28012  
(704) 825 5586  
Fax: (704) 825 0514

## MEMORANDUM

To: Adrian Miller, City Manager  
From: Michelle Wood, Finance Director  
Re: Vehicle and Equipment Financing  
Date: December 16, 2016

On November 22, 2016 I sent requests for proposals for financing to Bank of America, BB&T, Park Sterling, PNC, Regions Bank, US Bancorp, and Wells Fargo. Proposals were due by 1pm on December 7, 2016. I received the 3 bids listed below.

US Bancorp 1.833%  
Regions 1.87%  
BB&T 1.92%

I would like for you to request approval of the City Council of the financing proposal for US Bancorp at 1.833%. Please let me know if you have any questions concerning the Financing Agreements.

Attachments



**Government Leasing and Finance**

December 2, 2016

**City of Belmont, NC**

At your request, U.S. Bancorp Government Leasing and Finance, Inc. ("USBGLF") has prepared for your consideration the following proposal for financing ("Proposal"). **This is only a proposal and does not represent a commitment by U.S. Bancorp Government Leasing and Finance, Inc.**

**Interest Rate:** 1.833 %

**Optional Prepayment:** Prepayment after 12 months at 103% of outstanding balance on any payment date

**Term:** 59 months

**Rate expiration:** January 30, 2017

**Opinions:** The Borrower will provide a validity opinion.

**Additional Costs:** No additional fees are associated with this proposal.

**Amortization Schedule:** Attached

**Contract Specifications in Part B of RFP - Agreed**

**Security:** Secured by lien or security interest in the property financed

**Escrow:** Funds will be deposited into a no fee U.S. Bank N.A. escrow account at closing. The City will then direct disbursements from the escrow account to pay vendors as needed. Excess financing proceeds can be applied to the next due installment payment.

The financing will be structured as an additional Schedule to the existing Master Tax-Exempt Installment Purchase Agreement, with title in the Borrower's name and USBGLF holding a security interest in the equipment during the term. The financing is "triple-net" with the Borrower responsible for taxes, maintenance and insurance. Documentation will be provided USBGLF, including (i) standard representations, warranties and covenants by the Borrower pertaining to the accuracy of information, organization, authority, essential use, compliance with laws, pending legal action, location and use of collateral, insurance, financial reporting and financial covenants; (ii) standard USBGLF provisions pertaining to events of default and remedies available upon default; and (iii) a validity opinion of Borrower's counsel. This offer is subject to the execution of all documentation by the Borrower within a reasonable time and in form and substance acceptable to Borrower, USBGLF and USBGLF's counsel, including terms and conditions not outlined in this Proposal.

This Proposal is conditioned on there being no material adverse change in the financial condition of the Borrower. Additionally, the terms and conditions outlined herein are subject to final review and approval (including collateral and essential use review) by USBGLF's business, legal, credit, and equipment risk management personnel. If you would like to proceed, please complete the Essential Use Application and return along with a link to your 3 most recent Comprehensive Annual Financial Reports.

Thank you for the opportunity to present this proposal. Other financing options are available on request.

Sincerely,

*Denise Beauchamp*

Denise Beauchamp  
Vice President  
3643 Spyglass Ct  
Green Cove Springs, FL 32043  
Direct (904) 284-3520  
denise.beauchamp@usbank.com

**Government Leasing and Finance**

## Debt Service Schedules

Assumes Closing/Funding Date 1/27/17

Belmont NC

Compound Period: Monthly

Nominal Annual Rate: 1.833%

**AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year**

	Date	Payment	Interest	Principal	Balance
Loan	1/27/2017				450,000.00
1	6/27/2017	47,236.14	3,447.39	43,788.75	406,211.25
2	12/27/2017	47,236.14	3,737.17	43,498.97	362,712.28
3	6/27/2018	47,236.14	3,336.98	43,899.16	318,813.12
4	12/27/2018	47,236.14	2,933.10	44,303.04	274,510.08
5	6/27/2019	47,236.14	2,525.51	44,710.63	229,799.45
6	12/27/2019	47,236.14	2,114.17	45,121.97	184,677.48
7	6/27/2020	47,236.14	1,699.05	45,537.09	139,140.39
8	12/27/2020	47,236.14	1,280.10	45,956.04	93,184.35
9	6/27/2021	47,236.14	857.30	46,378.84	46,805.51
10	12/27/2021	47,236.14	430.63	46,805.51	0.00
<b>Grand Totals</b>		<b>472,361.40</b>	<b>22,361.40</b>	<b>450,000.00</b>	



December 7, 2016

Ms. Michelle Wood  
Finance Director  
City of Belmont  
115 N Main Street  
Belmont, NC 28012

Dear Michelle,

Regions Equipment Finance Corporation is pleased to furnish the following tax-exempt lease proposal for your review and consideration.

**Lessor:** Regions Equipment Finance Corporation, or its Assignee.

**Lessee:** City of Belmont, North Carolina

**Equipment:** Equipment acceptable to Lessor generally described as vehicles, equipment and software.

**Equipment Cost:** \$ 450,000.00

**Closing/Takedown:** No later than January 30, 2017.

**Base Term:** Fifty-nine (59) Months.

**Payments:** Bank Qualified: Ten (10) semi-annual payments of \$47,339.41, payments in arrears, with the last payment due in month 59.

**Payment Frequency:** Semi-annual payments. Assuming a January 25, 2017 Closing/Takedown, the first payment will be due July 25, 2017.

**Payment Method:** Lessee agrees that all rent and other payments will be made by automatic funds withdrawal (ACH), and Lessee will execute documentation satisfactory to Lessor to facilitate such payments.

**Rate(s):** Bank Qualified Fixed Rate – 1.87% Should the transaction fail to close within Forty-five (45) days from today's date, rates will be adjusted to reflect any increase or decrease from the current 5 year US Swap Rate of 1.84%.

**Lease Commencement:** The Base Term shall commence on the date of closing and takedown on the acceptance of the Equipment. The first semi-annual rental shall be due in six months from Closing/Takedown, as indicated by the arrears designation above. Remaining rental payments shall be due quarterly thereafter. All payments shall be subject to any applicable state and local sales/use taxes.

**Bank Qualified:** The Bank Qualified interest rates stated above assume the Lease will be a bank qualified tax-exempt obligation pursuant to Section 265(b)3 of the Internal Revenue Code of 1986.

**Opinion of Counsel:** Prior to closing the Lease, Lessor must be provided with an opinion of Lessee's counsel, at Lessee's expense, satisfactory to Lessor and its counsel, which shall include opinions that the Lease and related documentation are duly authorized, executed and delivered by Lessee, that the parties have complied with all applicable state laws, including laws

regulating bidding or government contracts and that a portion of the rents designated and paid will be exempt from state and federal income taxes.

**Net Lease:** The Lease will be a "net lease" with Lessee responsible for all expenses, including (a) maintenance costs, liability and physical damage insurance satisfactory to Lessor and (b) taxes relating to the purchase, lease, possession and use of the Equipment (some of which may be added to the cost of the Equipment or collected as the gross rentals as appropriate under state law), excluding taxes based solely on the net income of Lessor. Lessor is not responsible for the selection, suitability or performance of the Equipment and Lessee will be responsible for all payments and performance irrespective of any defect in the Equipment.

**Purchase At End Of Term:** At the expiration of the Lease Term, and upon payment of all rentals, so long as no default exists thereunder and the Lease has not been earlier terminated, Lessee shall have the option to purchase all (but not less than all) of the Equipment on an AS IS, WHERE IS BASIS for one dollar (\$1.00).

**Documentation:** Lessor will provide documentation required to close the Lease. Any modifications requested by Lessee must be approved by Lessor. Any associated legal fees will be reimbursed to Lessor by Lessee. The intent of the documentation language is to conform to the RFP requirements in Part B of the documents.

**Transactional Costs:** Unless otherwise agreed in writing, Lessee will be responsible for all costs including legal and recording fees. Lessee is responsible for all costs it incurs.

**Insurance:** Lessee will purchase and maintain liability insurance coverage equal to \$1,000,000.00 naming Lessor as Additional Insured and physical damage insurance coverage with a deductible of no more than \$5,000.00 naming Lessor as Loss Payee. Lessee will furnish satisfactory evidence of such insurance prior to funding.

**Contingencies:** **This proposal is not and should not be construed as a commitment to fund.** The terms and provisions presented herein are subject to among other things (1) Lessor's credit review and approval of Lessor's investment in the Equipment and the economics of the proposed transaction, at Lessor's sole discretion, and (2) execution of all documentation in form and substance satisfactory to all parties to the transaction. Lessor makes no representation as to the legal, tax or accounting treatment of the Lease. Lessor shall not have any obligation whatsoever under this proposal and shall only be obligated under and as provided in the documentation referred to in clause (2) above. No notice of approval or other communication from Lessor or anyone claiming to act on its behalf shall waive or modify the limitations contained in this paragraph.

Federal law requires all financial institutions to obtain, verify, and record information regarding customers. Lessor has or will obtain and keep on file information complying with 31 CFR Part 103.121 regarding Lessee, including Lessee's name, address and copies of various identifying documents.

By acceptance of this proposal, Lessee requests Lessor to take all actions necessary to evaluate the transactions contemplated hereby, including ordering credit reports. This proposal shall expire as of the close of business on December 22, 2016, unless extended in writing by Lessor. This proposal may not be

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modified, supplemented or otherwise changed except in a writing signed by an officer of Lessor, subject to further limitations expressed above.

We look forward to your early review and acceptance of this proposal. If there are any questions, please do not hesitate to contact me directly at (704) 770-3713.

Sincerely,

Nick Tarlton  
Vice President  
Regions Bank Commercial Banking

**PROPOSAL ACCEPTED:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Confidentiality.** This Term Sheet contains confidential and proprietary structuring and pricing information. Except for disclosure on a confidential basis to your accountants, attorneys and other professional advisors retained by you in connection with this financing or as may be required by law, the contents of this Term Sheet may not be disclosed in whole or in part to any other person or entity without our prior written consent, provided that nothing herein shall restrict disclosure of information relating to the tax structure or tax treatment of the proposed borrowing as required to comply with applicable Federal income tax rules relating to such disclosure.

**No Fiduciary Role.** The Lessee acknowledges and agrees that: (i) information contained in this document regarding the Tax-exempt Lease is for discussion purposes only in anticipation of engaging in arm's length commercial transactions with Lessee in which the Lessor would be acting solely as a principal, and not as a municipal advisor, financial advisor or fiduciary to Lessee or any other person or entity regardless of whether the Lessor or an affiliate has or is currently acting as such on a separate transaction; (ii) the Lessor has not assumed any advisory or fiduciary responsibility to the Lessee with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Lessor or its affiliates have provided other services or are currently providing other services to the Lessee on other matters); (iii) the only obligations the Lessor has to the Lessee with respect to the transaction contemplated hereby expressly are set forth in this term sheet; and (iv) the Lessee has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

**EXHIBIT – A**  
Successful G.S. 10A-20 Financings

Union County

Rowan County

Carteret County

<u>date</u>	<u>funding</u>	<u>Loan Amortization</u>		<u>principal</u>	<u>balance</u>
		<u>payment</u>	<u>interest</u>		
1/25/2017	\$ 450,000.00				\$ 450,000.00
7/25/2017		\$ 47,339.41	\$ 4,207.50	\$ 43,131.91	\$ 406,868.09
1/25/2018		\$ 47,339.41	\$ 3,804.22	\$ 43,535.19	\$ 363,332.90
7/25/2018		\$ 47,339.41	\$ 3,397.16	\$ 43,942.25	\$ 319,390.66
1/25/2019		\$ 47,339.41	\$ 2,986.30	\$ 44,353.11	\$ 275,037.55
7/25/2019		\$ 47,339.41	\$ 2,571.60	\$ 44,767.81	\$ 230,269.74
1/25/2020		\$ 47,339.41	\$ 2,153.02	\$ 45,186.39	\$ 185,083.36
7/25/2020		\$ 47,339.41	\$ 1,730.53	\$ 45,608.88	\$ 139,474.48
1/25/2021		\$ 47,339.41	\$ 1,304.09	\$ 46,035.32	\$ 93,439.16
7/25/2021		\$ 47,339.41	\$ 873.66	\$ 46,465.75	\$ 46,973.41
12/25/2021		\$ 47,339.41	\$ 366.00	\$ 46,973.41	\$ 0.00
	----- \$ 450,000.00	----- \$ 473,394.08	----- \$ 23,394.08	----- \$ 450,000.00	



5130 Parkway Plaza Blvd.  
Charlotte, N.C. 28217  
(704) 954-1700  
Fax (704) 954-1799

December 7, 2016

Ms. Michelle Wood  
Finance Director  
City of Belmont  
Post Office Box 431  
Belmont, NC 28012

Dear Ms. Wood:

Branch Banking and Trust Company (“BB&T”) is pleased to offer this proposal for the financing of a vehicles, software and equipment, as requested by the City of Belmont, North Carolina, (the “City”).

- (1) **Project:** Vehicles, Software and Equipment
- (2) **Amount To Be Financed:** \$450,000.00
- (3) **Interest Rates, Financing Terms and Corresponding Payments:**

Term	Rate
59 months	1.92%

Payments shall be semi-annual in arrears, or as requested. See the attached amortization schedule for information on payments.

The financing proceeds may be deposited on behalf of the City in a project fund account with Branch Banking & Trust. Earnings on the project fund shall accrue to the benefit of the City for use on Project costs or interest payments.

The interest rates stated above are valid for a closing not later than January 19, 2017. A convenient date and time shall be mutually agreed upon for closing. Closing is contingent upon completing documentation acceptable to BB&T and upon the condition of the equipment acceptable to BB&T. BB&T shall provide a list of required documentation for closing should we be the successful proposer. Additionally, we shall review your most recent financial statements before funding this transaction.

All applicable taxes, permits, costs of counsel for the City and any other costs shall be the City’s responsibility and separately payable by the City. The financing documents shall allow prepayment of the principal balance in whole on a scheduled payment date without a prepayment premium.

The stated interest rates assume that the City expects to borrow less than \$10,000,000 in calendar year 2017 and that the City shall comply with IRS Code Sections 141, 148, 149(e) and Section 265(b)(3). BB&T reserves the right to terminate its interest in this bid or to negotiate a mutually acceptable rate if the financing is not a qualified tax-exempt financing.

**(4) Financing Documents:**

BB&T and its counsel shall prepare all documentation for the City. We shall provide a sample of those documents to you should BB&T be the successful proposer. This financing shall be secured by a first lien security interest in all personal property acquired with proceeds.

\* \* \* \* \*

BB&T appreciates the opportunity to provide this proposal and requests to be notified within ten days of this proposal should BB&T be the successful proposer.

BB&T shall have the right to cancel this offer by notifying the City of its election to do so (whether or not this offer has previously been accepted by the City) if at any time prior to the closing there is a material adverse change in the City's financial condition, if we discover adverse circumstances of which we are currently unaware, if we are unable to agree on acceptable documentation with the City or if there is a change in law (or proposed change in law) that changes the economic effect of this financing to BB&T. We reserve the right to negotiate and/or terminate our interest in this transaction should we be the successful proposer.

Should we become the successful proposer, we have attached the form of a resolution that your governing board can use to award the financing to BB&T. If your board adopts this resolution, then BB&T shall not require any further board action prior to closing the transaction.

Please call me at 336.376.0254 with your questions and comments. We look forward to hearing from you.

Sincerely,

**BRANCH BANKING AND TRUST COMPANY**



Alison W. Peeler  
Senior Vice President

**Resolution Approving Financing Terms**

**WHEREAS:** The City of Belmont (the "City") has previously determined to undertake a project for the financing of vehicles, software and equipment, (the "Project"), and the Finance Officer has now presented a proposal for the financing of such Project.

**BE IT THEREFORE RESOLVED, as follows:**

1. The City hereby determines to finance the Project through Branch Banking and Trust Company ("BB&T"), in accordance with the proposal dated December 7, 2016. The amount financed shall not exceed \$450,000.00, the annual interest rate shall not exceed 1.92%, and the financing term shall not exceed 59 months

2. All financing contracts and all related documents for the closing of the financing (the "Financing Documents") shall be consistent with the foregoing terms. All officers and employees of the City are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution.

3. The Finance Officer is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The Finance Officer is authorized to approve changes to any Financing Documents previously signed by City officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Officer shall approve, with the Finance Officer's release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the Document's final form.

4. The City shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations. The City hereby designates its obligations to make principal and interest payments under the Financing Documents as "qualified tax-exempt obligations" for the purpose of Internal Revenue Code Section 265(b)(3).

5. The City intends that the adoption of this resolution will be a declaration of the City's official intent to reimburse expenditures for the project that is to be financed from the proceeds of the BB&T financing described above. The City intends that funds that have been advanced, or that may be advanced, from the City's general fund, or any other City fund related to the project, for project costs may be reimbursed from the financing proceeds.

6. All prior actions of City officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

SEAL

Belmont		DRAFT			
Compound Period:		Semiannual			
Nominal Annual Rate:		1.920%			
CASH FLOW DATA					
Event	Date	Amount	Number	Period	End Date
1 Loan	12/7/2016	450,000.00	1		
2 Payment	6/7/2017	47,403.06	9	Semiannual	6/7/2021
3 Payment	11/7/2021	47,403.06	1		
AMORTIZATION SCHEDULE - Normal Amortization					
Date	Payment	Interest	Principal	Balance	
Loan 12/7/2016				450,000.00	
1 6/7/2017	47,403.06	4,320.00	43,083.06	406,916.94	
2017 Totals	47,403.06	4,320.00	43,083.06		
2 12/7/2017	47,403.06	3,906.40	43,496.66	363,420.28	
3 6/7/2018	47,403.06	3,488.83	43,914.23	319,506.05	
2018 Totals	94,806.12	7,395.23	87,410.89		
4 12/7/2018	47,403.06	3,067.26	44,335.80	275,170.25	
5 6/7/2019	47,403.06	2,641.63	44,761.43	230,408.82	
2019 Totals	94,806.12	5,708.89	89,097.23		
6 12/7/2019	47,403.06	2,211.92	45,191.14	185,217.68	
7 6/7/2020	47,403.06	1,778.09	45,624.97	139,592.71	
2020 Totals	94,806.12	3,990.01	90,816.11		
8 12/7/2020	47,403.06	1,340.09	46,062.97	93,529.74	
9 6/7/2021	47,403.06	897.89	46,505.17	47,024.57	
2021 Totals	94,806.12	2,237.98	92,568.14		
10 11/7/2021	47,403.06	378.49	47,024.57	0.00	
2022 Totals	47,403.06	378.49	47,024.57		
Grand Totals	474,030.60	24,030.60	450,000.00		

PETITION REQUESTING ANNEXATION

Date 12-9-2016

To the City Council of the City of Belmont.

- 1. We the undersigned owners of real property respectfully request that the area described in Paragraph 2 below be annexed to the City of Belmont.
- 2. The area to be annexed is contiguous to the City of Belmont and the boundaries of such territory are as follows:

Please provide metes and bounds description and map of property.

- 3. We acknowledge that any zoning vested rights acquired pursuant to G.S. 160A-385.1 or G.S. 153A-344.1 must be declared and identified on this petition. We further acknowledge that failure to declare such rights on this petition shall result in a termination of vested rights previously acquired for the property. (If zoning vested rights are claimed, indicate below and attach proof.)

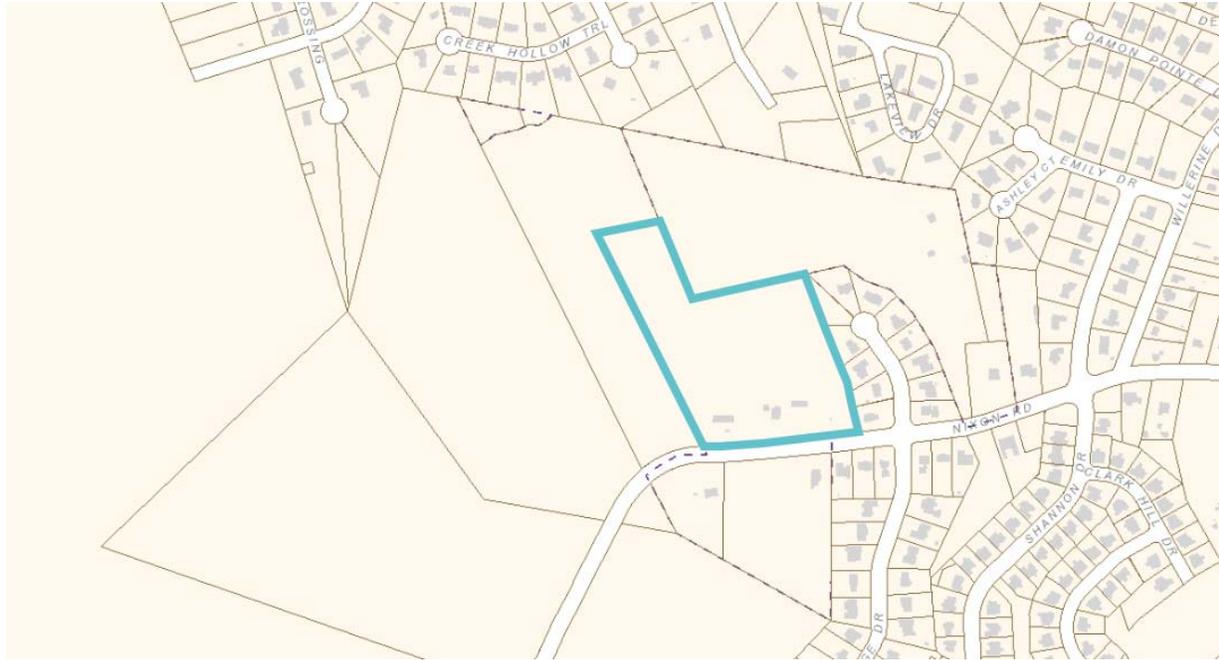
Name	Address	Do you declare Vested rights? (Indicate yes or no.)	Signature
1. Ebrahim Mowlavi	420 Nixon Road	NO	<i>[Signature]</i> for Eddie Mowlavi
2.			
3.			
4.			

ATTEST: *E. S. Mowlavi* SUBMITTED BY *EBRAHIM S. MOWLAVI*

# Mowlavi Property

Parcel Number 188090

DB 4449, PG 96



## Metes and Bounds

BEGINNING at an established iron pin situate in the centerline of Nixon Road (a 60 foot right of way) at the southernmost corner of J.C. Development, now or formerly, as described in Deed Book 2000 at Page 757 and being the southwesternmost corner of South Ridge Subdivision as shown on map recorded in Plat Book 49 at Page 62, Gaston County Registry, said iron being further situate 135.12 feet to a generally southwesterly direction as measured along the centerline of Nixon Road from its point of intersection with the westernmost line of Southridge Drive and running thence from the said BEGINNING point with the centerline of Nixon Road the following two (2) courses and distances: (1) South 74-32-17 West 503.11 feet to a nail; and (2) South 85-57-35 West 50 feet to a nail; thence with division line of Wentz, now or formerly, as described in Deed Book 2708 at Page 255, the following two (2) courses and distances: (1) North 28-10-19 West (passing new iron pins on the northernmost right of way line of Nixon Road at 30 feet and at 150 feet) a total distance of 937.32 feet to a new iron pin; and (2) North 77-33-43 East 241.67 feet to a new iron pin situate on line of Hays, now or formerly, as described in Deed Book 1122 at Page 707; thence with division line of Hayes, now or formerly, the following two (2) courses and distances: (1) South 24-32-58 East 310.01 feet to an established iron pin, and (2) North 77-33-43 East 427.50 feet to an established iron pin; thence with the division line of South Ridge Subdivision as shown on map recorded in Plat Book 49 at Page 62, Gaston County Registry, and with division line of J.C. Development, now or formerly, as described in Deed Book 2000 at Page 757 and Carter, now or formerly, as described in Deed Book 2524 at Page 982 and Hendricks, now or formerly, as described in Deed Book 2579 at Page 118, South 21-39-02 East (and passing an established iron pins at 206.50 feet and 371.94 feet) a total distance of 432.77 feet to an established iron pin; thence another line with Hendricks and continuing with Underwood, now or formerly, as described in Deed Book 2334 at Page 127 and J.C. Development, now or formerly, as described in Deed Book 2334 at Page 127 and J.C. Development, now or formerly, South 13-23-39 East 152.69 feet to the point of BEGINNING and containing 9.93 acres, more or less, the aforesaid description is taken from an unrecorded survey entitled "Boundary Survey of Armstrong Property" prepared by Mack W. Drake, PA, RS and dated September 3, 1997

**PETITION REQUESTING A NON-CONTIGUOUS ANNEXATION**

Date: 12/16/16

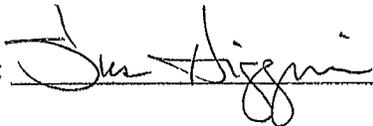
To the City Council of the City of Belmont:

1. We the undersigned owners of real property respectfully request that the area described in Paragraph 2 below be annexed to the City of Belmont.
2. The are to be annexed is non-contiguous to the City of Belmont and the boundaries of such territory are as follows:

Please provide metes and bounds description and map of property.

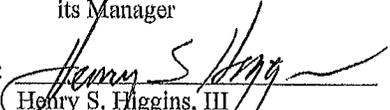
3. We acknowledge that any zoning vested rights acquired pursuant to G.S. 160A-385.1 or G.S. 153A-344.1 must be declared and identified on this petition. We further acknowledge that failure to declare such rights on this petition shall result in a termination of vested rights previously acquired for the property. (If zoning vested rights are claimed, indicate below and attach proof).

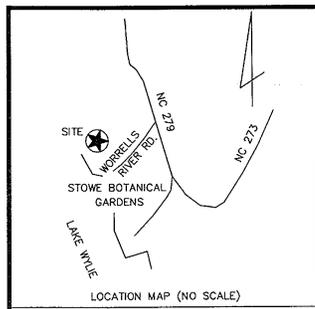
	Name	Address	Do you declare Vested rights? (Indicate yes or no)	Signature
1.				
2.				
3.				
4.				

ATTEST: 

SUBMITTED BY: CAROLINA CENTERS LLC

By: Crescent Communities, LLC,  
its Manager

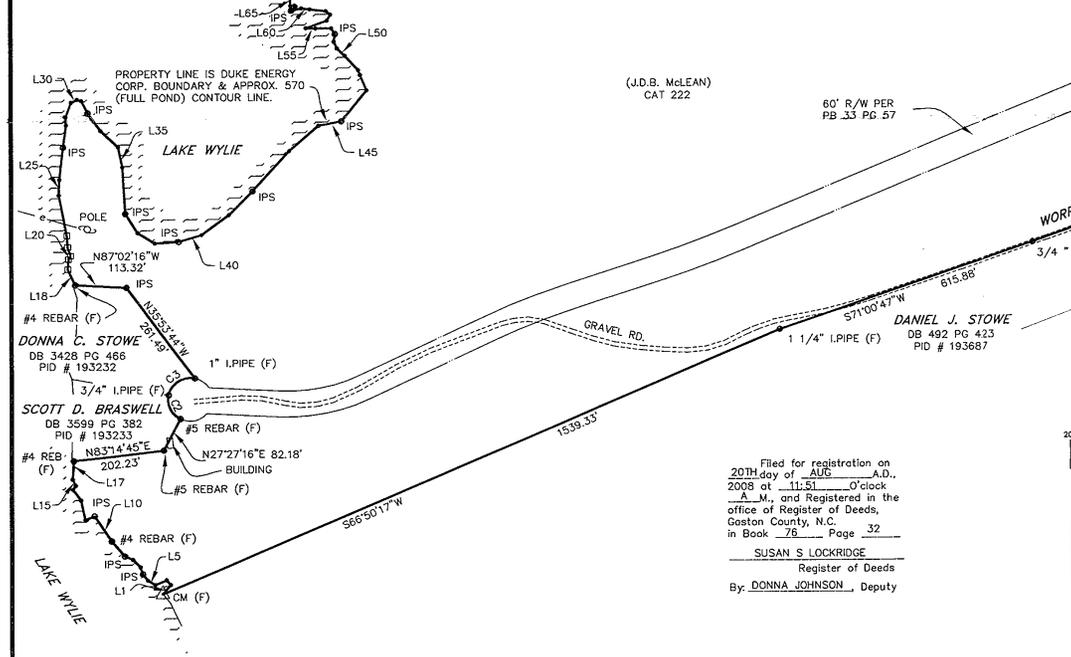
By:   
Henry S. Higgins, III  
Vice-President, Land Management  
Division



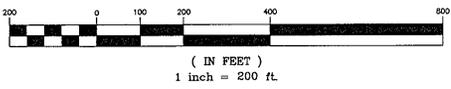
LINE	BEARING	DISTANCE
L21	N16°58'28"W	10.00'
L22	N18°02'32"W	11.11'
L23	N04°01'51"W	27.24'
L24	N10°46'58"W	94.71'
L25	N02°47'29"E	36.69'
L26	N06°13'43"E	75.50'
L27	N07°39'46"E	51.27'
L28	N02°14'46"W	19.34'
L29	N19°33'45"E	36.08'
L30	N63°13'55"E	14.79'
L31	S72°59'19"E	10.07'
L32	S26°15'45"E	32.13'
L33	S34°19'42"E	50.01'
L34	S46°26'03"E	53.75'
L35	S10°56'57"E	47.84'
L36	S03°12'57"E	108.27'
L37	S31°54'32"E	52.07'
L38	S57°42'58"E	46.43'
L39	N86°57'15"E	53.66'
L40	N73°08'29"E	53.90'
L41	N53°51'17"E	77.83'
L42	N44°54'33"E	77.59'
L43	N42°14'12"E	125.54'
L44	N49°16'15"E	89.28'
L45	N78°23'34"E	52.72'
L46	N38°55'29"E	92.13'
L47	N22°23'34"W	37.98'
L48	N20°01'27"W	11.80'
L49	N42°14'42"W	45.07'
L50	N46°04'53"W	25.74'
L51	N23°27'38"W	16.75'
L52	N09°33'56"E	17.94'
L53	N32°43'42"W	16.21'
L54	S89°40'03"W	35.14'
L55	N88°04'00"W	22.02'

LINE	BEARING	DISTANCE
L56	N70°28'19"E	50.14'
L57	N29°18'40"E	16.12'
L58	N50°25'48"W	12.92'
L59	N83°11'05"W	38.24'
L60	N82°47'35"W	19.21'
L61	S77°33'45"W	23.92'
L62	N47°33'18"E	14.18'
L63	N81°50'20"W	3.26'
L64	S84°35'33"W	9.52'
L65	N00°18'04"E	26.89'

LINE	BEARING	DISTANCE
L1	N40°08'19"E	27.20'
L2	N39°24'00"W	14.56'
L3	S66°39'00"W	28.30'
L4	N57°22'00"W	19.20'
L5	N37°41'00"W	19.26'
L6	N17°54'00"W	17.09'
L7	N45°35'00"W	24.19'
L8	N65°01'00"W	20.13'
L9	N39°29'03"W	45.16'
L10	N32°25'40"W	69.12'
L11	S65°53'00"W	22.00'
L12	N11°36'00"W	46.10'
L13	N35°26'00"W	30.59'
L14	N52°11'01"E	10.82'
L15	N24°07'00"W	16.00'
L16	N05°14'01"E	18.38'
L17	N02°41'04"E	24.51'
L18	N23°38'04"W	39.72'
L19	N03°40'27"E	23.36'
L20	N30°34'29"E	9.28'



AREA = 92.438 ACRES  
(INCLUDES APPROX. 5.7 ACRES IN RD. R/W)



Filed for registration on 20th day of AUG, 2008 at 11:51 A.M., and Registered in the office of Register of Deeds, Gaston County, N.C. in Book 78, Page 32  
SUSAN S LOCKRIDGE  
Register of Deeds  
By: DONNA JOHNSON, Deputy

THE PLAT SHOWN HEREON IS NOT SUBJECT TO THE CURRENT GASTON COUNTY SUBDIVISION ORDINANCE. THE TRACT SHOWN IS AN EXISTING PARCEL OF LAND.

THEREFORE, NO APPROVAL IS NECESSARY FOR RECORDING IN THE OFFICE OF THE GASTON COUNTY REGISTER OF DEEDS.

DATE CODE ENFORCEMENT

BOUNDARY SURVEY FOR:	
<b>CAROLINA CENTERS, LLC</b>	
SURPLUS TRACT NO. 3407	INDEX: CAT 222
TOWNSHIP: SOUTH POINT	TAX I.D.: 193219
COUNTY: GASTON	STATE: NORTH CAROLINA
DATE: AUGUST 28, 2003	JOB NO.: 0803119
REVISIONS	
DATE	DESCRIPTION
9/18/03	REVISE AREA

NOTES:  
(S) DENOTES OBJECT SET  
(F) DENOTES OBJECT FOUND  
PROPERTY SUBJECT TO ANY VALID AND ENFORCEABLE EASEMENTS, RESTRICTIONS AND RIGHTS OF WAY OF RECORD AND THOSE SHOWN, IF ANY, SHOULD BE INDEPENDENTLY VERIFIED. NO TITLE OPINION HAS BEEN PROVIDED TO THE SURVEYOR. NAMES AND DEED REFERENCES SHOWN ARE FOR DESCRIPTIVE PURPOSES ONLY, NOT TO BE USED FOR DETERMINING TITLE. WATER BOUNDARIES ARE SUBJECT TO CHANGE BY NATURAL CAUSES AND MAY AFFECT AREA AND LIMIT OF TITLE.

△ C/M(F) - CONCRETE MONUMENT(F)  
IP(S) - #4 REBAR(S)  
MN(S) - MAGNETIC NAIL(S)  
MN(F) - MAGNETIC NAIL(F)  
□ - TOP OF BANK  
R/W - RIGHT OF WAY  
P/L - PROPERTY LINE  
C/L - CENTERLINE

NO NC65 MONUMENT WITHIN 2000 FEET OF SITE

THIS PLAT REPRESENTS A SUBDIVISION OF AN EXISTING PARCEL OF LAND.  
*Edward M. Beverly*  
E.O. M. BEVERLY, P.L.S. L-2665

STATE OF NORTH CAROLINA

I certify that this map was drawn from an actual survey made under my supervision and was prepared in accordance with G.S. 47-30 as amended. The unadjusted ratio of precision is 1:10000.  
Boundaries not surveyed, if any, are noted. Deed descriptions are recorded in Book 2655, Page 438.

Witness my hand and seal this 28th day of AUGUST, 2003.  
*E.O. M. Beverly*  
Professional Land Surveyor  
L 2665  
License No.

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	491.52'	197.31'	195.99'	S48°43'48"W
C2	50.00'	66.18'	61.45'	N25°45'43"W
C3	50.00'	78.50'	70.68'	N57°07'50"E

Beginning at a concrete nail in New Hope road and along common line of Daniel Stowe and running S. 60-27'-35" W. 154.12' to a mag nail; thence with a curve to the left having a radius of 491.52', arc length of 197.31', chord length of 195.99', chord bearing of S. 48-43'-48" W. to an iron pin; thence S. 37-08'-02" W. 493.87' to a #5 rebar; thence S. 52-51'-16" E. 29.97' to a #5 rebar; thence S. 52-51'-16 E. 230.05' to a #4 rebar; thence S. 37-09'-50" W. 250.50' to a rail road iron; thence S. 66-26'03" W. 109.79' to a ½" iron pipe; thence S. 58-09'-38" W. 460.47' to a ¾" iron pin; thence S. 69-55'-04" W. 656' to a ¾" iron pin; thence S. 71-00'-47" W. 615.88' thence S. 66-50'-17" W. 1539.33' to a concrete monument located on the full pond contour of Lake Wylie; thence along contour of Lake Wylie running N. 40-08'-19" E. 27.20' to a point; thence N. 39-24'-00" W. 14.56' to a point; thence S. 66-39'-00" W. 28.30' to a point; thence N. 57-22'-00" W. 19.20' to a point; thence N. 37-41'-00" W. 19.26' to an iron pin; thence N. 17-54'-00" W. 17.09' to an iron pin; thence N. 45-35'-00" W. 24.19 to a point; thence N. 65-01'-00" W. 20.13' to a point; thence N. 39-29'-03" W. 45.16' to a #4 rebar; thence N. 32-25'-40" W. 69.12' to an iron pin; thence S. 65-53'00" W. 22.00' to a point; thence N. 11-36'-00" W. 46.10' to a point; thence N. 35-26'-00" W. 30.59' to a point; thence N. 32-11'-01" E. 10.82' to a point; thence N. 24-07'-00" W. 16.00' to a point; thence N. 05-14'-01" E. 18.36' to a point; thence N. 02-41'-04" E. 24.51' to a #4 rebar; thence along common lines with Scott Braswell, N. 83-14'-45" E. 202.23' to a #5 rebar; thence N. 27-27'-16" E. 82.18' to a #5 rebar; thence with a curve to the right having a radius of 50.00', arc length of 66.18', chord length of 61.45' and a chord bearing of N. 25-45'-43" W. to a ¾" iron pipe; thence along common lines with Donna Stowe a curve to the right with a radius of 50.00', arc length of 78.50', chord length of 70.68', a chord bearing of N. 57-07'-50" E. to a 1" iron pipe; thence N. 35-53'-44" W. 261.49' to an iron pin; thence N. 87-02'-16" W. 113.32' to a #4 rebar; thence along contour of Lake Wylie running N. 23-38'-04" W. 39.72' to top of bank; thence N. 03-40'-27" E. 23.36' to top of bank; thence N. 30-34'-29" E. 9.28' to point at top of bank; thence N. 16-58'-28" W. 10.00' to a point at top of bank; thence N. 18-02'-32" W. 11.11' to point at top of bank; thence N. 04-01'-51" W. 27.24' to a point, thence N. 10-46'-58" W. 94.71' to a point; thence N. 02-47'-29" E. 36.69' to a point; thence N. 06-13'-43" E. 75.50' to an iron pin; thence N. 07-39'-46" E. 51.27' to a point; thence N. 02-14'-46" W. 19.34' to a point; thence N. 19-33'-45" E. 36.08' to a point; thence N. 63-13'-55" E. 14.79' to a point; thence S. 72-59'-19" E. 10.07' to a point; thence S. 26-15'-45" E. 32.13' to an iron pin; thence S. 34-18'-42" E. 50.01' to a point; thence S. 46-26'-03" E. 53.75' to a point; thence S. 10-56'-57" E. 47.84' to a point; thence S. 03-12'-57" E. 108.27' to an iron pin; thence S. 31-54'-32" E. 52.07' to a point; thence S. 57-42'-58" E. 46.43' to a point; thence N. 86-57'-15" E. 53.66' to an iron pin; thence N. 73-06'-29" E. 53.90' to a point; thence N. 53-51'-17" E. 77.83' to a point; thence N. 44-54'-33" E. 77.59' to an iron pin; thence N. 42-14'-12" E. 125.54' to a point; thence N. 49-16'-15" E. 89.28' to a point; thence N. 78-23'-34" E. 52.72' to an iron pin; thence N. 38-55'-29" E. 92.13' to a point; thence N. 22-23'-34" W. 37.98' to a point; N. 20-01'-27" W. 11.90' to a point; thence N. 42-14'-42" W. 45.07" to a point; thence N. 46-04'-53" W. 25.74' to a point; thence N. 23-27'-38" W. 16.75' to an iron pin; thence N. 09-33-56"E. 17.94' to a point; thence N. 32-43'42" W. 16.21' to a point; thence S. 89-40'-03" 35.14" to a point; thence N.88-04'-00" W. 22.02' to a point; thence N. 70-28'-19" E. 50.14' to a point; thence N. 29-18'-40" E. 16.12' to a point; thence N. 50-25'-48" W. 12.92' to a point; thence N. 83-11'-05" W. 36.24 to a point; N. 82-47'-35" W. 19.21' to a point; thence S. 77-23'-45" W. 23.92' to an iron pin; thence N. 47-32'-18" E. 14.18' to a point; thence N. 51-50'-20" W. 3.26' to a point; thence S. 84-35'-33" W. 9.52 to a point; thence N. 00-18'-04" E. 26.69' to a 1" iron pipe, thence along common lines with Janice Dixon, ETAL N. 87-02'-56" E. 1260.97' to a 1 ½" iron pipe; thence N. 03-12'-00" E. 701.27' to a #5 rebar; thence N. 76-47'-59" E. 2072.29' to a mag nail in New Hope road; thence along New Hope road S. 01-44'-00" W. 280.00' to a mag nail ; thence S. 26-52'-08" E. 103.02' to the concrete nail at the point of beginning containing 92.438 Acres. For a more accurate description see plat by CBS Surveying & Mapping, Inc. for Carolina Centers, LLC. Dated August 23, 2003.

**RESOLUTION AUTHORIZING THE CLOSING OF STREETS AND THE  
POSSESSION AND CONSUMPTION OF ALCOHOLIC BEVERAGES DURING  
“CAROMONT HEALTH CRITERIUM” SPECIAL EVENT**

WHEREAS, the Belmont Downtown Merchants Association, the 501(c)(3) organization associated with the Main Street program, is partnering with the City of Belmont in sponsoring a professional bicycle criterium racing event on April 23, 2017, referred to as the “CaroMont Health Criterium in Downtown Belmont”; and

WHEREAS, the Downtown Belmont Development Association has formally requested permission from the City Council to close certain streets along the race course and to allow the possession and consumption of alcoholic beverages within a designated area of Catawba Street and Main Street as part of its “CaroMont Health Criterium in Downtown Belmont” event.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Belmont, North Carolina hereby approves the possession, and consumption of alcoholic beverages along that portion of Catawba Street between Glenway Street and North Main Street and that portion of North Main Street from Woodrow Avenue to Glenway Street during the “CaroMont Health Criterium in Downtown Belmont” event to be held on April 23, 2017 from the hours 12:00-7:30 p.m., pursuant to the terms, conditions, and responsibilities as referenced in the proposal presented by the Downtown Belmont Development Association at the City Council meeting of January 3, 2017, including but not limited to the following:

- The streets used for the Belmont Criterium will be closed according to the map and schedule marked as Attachment A. Separate NCDOT approval will be required for the closing of streets in the NCDOT system.
- No alcohol may be taken out of the area designated for alcohol possession and consumption, as shown on the map marked as Attachment A;
- Event personnel must be posted at the entrance and will be responsible for checking the identification of anyone entering the designated area and for providing wristbands or other means to identify all individuals who are eligible to possess and consume alcohol;
- Sponsors will ensure that all event personnel have received the appropriate ALE permits and training for this type of event.

BE IT FURTHER RESOLVED, that the City Council of the City of Belmont, North Carolina hereby approves the provision of in-kind services by Public Works staff related to the closing and reopening of designated streets as noted above and related duties as assigned by the Public Works Director, of Belmont police officers as assigned by the Police Chief, and of other city staff as assigned by the City Manager.

Adopted this the 3rd day of January, 2017.

\_\_\_\_\_  
Charles R. Martin, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**ATTACHMENT A**

 FIRE TRUCK

 EMS AMBULANCE

 CLOSE AT 7:30 AM    REOPEN AT 9:00PM

 CLOSE AT 10:00 AM    REOPEN AT 7:30PM

 START FINISH LINE

 PARKING ATTENDANT





## City of Belmont

115 N. MAIN STREET  
POST OFFICE BOX 431  
BELMONT, N.C. 28012  
PHONE (704) 825-5586

### Memorandum

To: Adrian Miller – City Manager

From: David Isenhour – Director of Public Works 

Date: December 20, 2016

Re: Request to Surplus - City of Belmont Computer Components

Adrian after meeting briefly with you and Michelle today, in reviewing our current old inventory of city owned computers, monitors, printers, key boards and other electronic components I am requesting that we surplus these items that have been in storage here at Public Works and the basement of City Hall. As we discussed these computers were retired from all the city offices as we transferred equipment from our old vendor to the new services of VC3. The computer towers and hard drives will be destroyed by staff – and means of very heavy equipment to insure no information can be retrieved from the hard drives once destroyed. Waste Pro will then collect these through their in-house “E Waste” program. The old monitors and printers will go to their E Waste program as well. It’s not advisable that we try and sale these items through our normal Gov Deals program for fear of what may still be on them.

Currently I’ve counted approximately 45 computer towers with hard drives and an additional 60 items of computer keyboards, monitors and other related printing equipment that have no value other than what Waste Pro would get from their everyday supplier for their collected E Waste Program. Once I get all items collected in one location I’ll give the exact total of these units to Michelle for record purposes.

Thanks



Cc: Michelle Woods – Finance Director

CITY OF BELMONT  
BELMONT, NORTH CAROLINA

REQUEST FOR COUNCIL ACTION

DESCRIPTION: Public Comment

AGENDA ITEM NO. 1

MEETING DATE: 1/3/2017

BACKGROUND INFORMATION:

This item allows Council to hear comments from citizens regarding matters not appearing as public hearing items on the agenda for this meeting.

---

CITY MANAGER'S RECOMMENDATION:

Hear comments. No specific Council actions are required.

---

ACTION TAKEN:

**CITY OF BELMONT**  
**BELMONT, NORTH CAROLINA**

**REQUEST FOR COUNCIL ACTION**

**DESCRIPTION:** Consider Approval of a Major Development Plan for “Amberley” Subdivision Located on Nixon Road (Parcel ID’s 188090, 188088, 188087, & 188095)

AGENDA ITEM NO. 2

MEETING DATE: 1/3/2017

**BACKGROUND INFORMATION:**

RM Nixon Road, LLC and Ebrahim S. Mowlavi have submitted a major development plan for their properties located on Nixon Road, just west of the South Point Ridge and South Ridge neighborhoods. They proposed subdividing the properties into 164 single-family residential lots. The name for this proposed neighborhood is “Amberley.”

The planning staff have reviewed the plans for compliance with the Land Development Code and recommend approval of the project with a series of conditions.

The planning and zoning board reviewed the project during its December 15 meeting and unanimously recommended approval of it with conditions provided by the staff.

Planning and Zoning Director Shelley DeHart will present this staff report.

---

**CITY MANAGER’S RECOMMENDATION:**

The city manager recommends approval of this major development plan.

---

**ACTION TAKEN:**



## Major Development Plan

### **Application number: MDP2016.03 Nixon Road Subdivision**

**Request:** The applicant request that the City Council receive the planning board recommendation to approve with conditions a proposed 164-lot residential community on approximately 83 acres located on Nixon Road. The proposed community includes open space, roadway dedication, and tree preservation areas in compliance with the city land development code (LDC). The applicants are property owners RM Nixon Road, LLC (188088, 188087, 188095), Ebrahim S. Mowlavi (188090) and their agent, Tom Waters of Provident Land Services.

**Background:** Chapter 15 of the Land Development Code (LDC) requires the applicant to process a Major Development Plan for projects involving a subdivision of land into eight (8) or more lots. The intent of the process to allow city officials and the community the opportunity to view and provide input on the development.

**Staff analysis:** The subject project site consists of four parcels (parcel ID# 188088, 188087, 088095, 188090) located on the north and south side of Nixon Road west of the South Point Ridge community. These properties total 83 acres of land located within the General Residential (GR) zoning district. Three of the four parcels are within the city limits and are undeveloped. Parcel 188090 consists of an existing dilapidated house and is located within the city's extra-territorial jurisdiction. This property will be annexed into the city if approved as part of this development.

**General Residential (GR) zoning district**

The GR zoning district allows the proposed single-family residential use at a maximum density of six units per acre. The plan consists of 164 single-family residential lots on 83 acres, which results in a proposed density of 1.96 dwelling units to the acre. The development is proposed to consist of single-family detached units with a mix of alley lots and street lots, both of which are approved building types for this district. Other performance standards are:

Lot standards*	Required	Proposed
Minimum lot width – alley lot	30 feet (or greater) in width	45-55 feet in width
Minimum lot width – street lot	55 feet (or greater) in width	65-70 feet in width
Front setback	0-25 feet alley load 20-foot street load	0-25 feet alley load 30-foot
Driveway length (parking depth) Street load	30 feet	30 feet
Side setback- both building types	20% of lot width	20% of lot width
Rear setback – street lot	30 feet	30 feet

\*This is not an all-inclusive list of performance standards.

Based on our review, the project as proposed complies with the city’s performance standards for the building types and zone.

**Open space**

Chapter 7 of the LDC outlines required open space based on a dedication matrix. The total required open space based on the matrix calculation is 5.65 acres. The project proposes 33.81 acres which is 40 percent of the development area. The open space is distributed as follows:

Type	Acreage
Attached squares	1.17 acres
Detached square	.28 acre
Hiking trail area	18.38 acres
Floodplain	3.41 acres
General	10.57 acres

The project, as proposed, complies with the city’s open space requirements of Chapter 7 of the LDC.

**Street design**

Chapter 8 of the LDC outlines the city’s street design standards and Section 3.4 addresses block length.

**Exterior street – Nixon Road:** Nixon Road is currently a 60-foot wide right-of-way approximately 1.37 miles in length; however, only .73 miles of the roadway is built. It is classified locally as a collector road. The planned community will take access from Nixon Road at two locations on the north side of the road, and one location on the south side of the road.

Staff consulted with Gaston-Cleveland-Lincoln Metropolitan Planning Organization (GCLMPO) and NCDOT on roadway requirements. GCLMPO provided comment indicating Nixon Road is a planned future three-lane facility which is an 80-foot right-of-

way. NCDOT indicated it supports the future R-O-W dedication (80-foot R-O-W), curb, gutter, sidewalk/multi-use path, street lights, and trees, but no other improvements are warranted for this development. The applicant will be dedicating .61 acres of the site to NCDOT to meet the future right-of-way width of 80 feet.

**Interior streets:** The project proposes 50-foot wide rights-of-way consistent in design with city's "local street" design requirement and rear alley rights-of-way. The 50-foot right-of-way will consist of vehicle travel way, curb and gutter, planting strip, and sidewalk. This cross-section allows for parking on one-side of the street. The project will be conditioned to identify the parking side of the street within the approved plan and provide signage. The planned community has created a network of streets and alleys that comply with the minimum and maximum block length.

There is a 50-foot right-of-way located on the south side of Nixon Road that will connect to Rachel Anne Drive into the South Point Ridge community. The community provides three roadway stub-out locations to adjacent vacant properties consistent with the LDC.

### **Tree protection**

Chapter 11 of the LDC outlines the city's tree preservation requirements, which states the development shall retain a minimum of 25% of the existing tree canopy. Based on the information provided, the proposed design preserves 25% of the tree canopy, which includes the required heritage tree-save areas. A detailed plan is required at the construction plan review stage and has been included as a condition of approval.

### **Community image**

The applicant has provided us with typical building elevations in an effort to visually convey its vision for the community. The primary cladding is cementitious fiber board with accent materials such as stone and brick. David Weekley Homes was introduced as the community builder/partner at the community meeting. The elevations are included in the report as attachment B.

### **Major development process**

The major development process is intended to provide a fair and equitable process to all interests including the petitioners, affected neighbors, city staff, the planning board, and city council. The applicant elected to hold a community meeting on December 7th to share its plans of the proposed community. This community meeting is not a requirement of the major development process. The minutes from the meeting are included in the report as attachment C.

### **Staff recommendation**

Staff has reviewed this development plan and finds the proposed plans complies with the requirements of the Belmont Land Development Code (LDC). We recommend the planning board recommend approval, as conditioned, to the city council.

**Planning Board:** The Planning Board heard this case at their December 15, 2016 meeting. After receiving the report, public comment, and deliberations, the Board unanimously voted (6-0) to recommend approval with the conditions presented by staff.

## Proposed conditions

### General requirements

1. The applicant shall obtain approval of all required permits from the city and associated agencies.
2. The development shall comply with the Belmont land development code and other associated regulations and plans.
3. The schematic plan approval is valid for a period of 12 months.
4. Said development shall be capped at 164 single-family residential lots. Any proposed increase in lot count shall require process of an amendment of the major development plan.
5. The City of Belmont and the applicant or developer will enter into a developer agreement for the provision of water and sewer services to the site.
6. Parcel ID 188090 shall be annexed into the city within 90 days from the date of approval.

### Streets

1. The applicant shall dedicate right-of-way along Nixon Road to NCDOT (40-ft from center line) along the entire street frontage of the subject properties.
2. Nixon Road improvements shall include a multi-use path (north side only), curb, gutter, sidewalk, street lights, and street trees.
3. The construction plans shall identify the interior on-street parking locations and shall be accompanied with a signage plan to restrict parking to one-side of the street.
4. Interior roadway design and construction shall be consistent with the LDC and land development standards manual.
5. The development shall provide connection to Rachael Anne Drive from Nixon Road.

### Open space and tree save

1. Open space areas shall be consistent with approved plans and in compliance with city requirements.
2. A detail tree-save area plan is required and shall be in compliance with Chapter 11.
3. Street tree canopy is required in accordance with Section 11.2 D of the LDC.

### Community design

1. The community layout shall be consistent with the plans dated November 28, 2016 included herein.
2. Lots abutting Nixon Road shall be for detached single-family, alley-lot building type.
3. Architecture of the dwellings shall be in keeping with the images provided herein.

**City Council Action:** Receive report, public comment, and decide to approve as presented, approve as modified, or disapprove MDP2016.03.

Attachment A – Application

Attachment B – Residential Building Elevations

Attachment C – Minutes from Community Meeting

Attachment D –Site Plan

**CITY OF BELMONT**  
**Application for Major Development Plan**

Date Filed	10 / 26 / 16	Application Number	MDP-2016-03
Hearing Date(s) P&Z	12 / 15 / 16 / /	City Council	/ / / /

**To the Planning and Zoning Board and City Council of Belmont, NC:**

I (we) the undersigned do hereby respectfully make application and request the Planning and Zoning Board and City Council to approve the major development plan for the following:

- Residential Subdivision of eight (8) or more lots
- Individual Building(s) exceeding 30,000 square feet in area
- Non-Residential Subdivision of four (4) lots or more.

In support of this application, the following facts are shown:

Zoning of Property (circle one)	R-R	<u>G-R</u>	NC-R	INF-R	MH-R	S-R
	NC-C	H-C	R-C	BC-D	IC-D	TN-D

Property Address: 420 Nixon Road		
Physical Description of Location: West end of Nixon Road.		
Tax Parcel Number:	188090	
Property Owner: Ebrahim S Mowlavi		
Owner's Mailing Address: 1502 Alydar Ct		
City: Waxhaw	State: NC	Zip: 28173
Home Phone: 704-363-0834	Work Phone: ( )	-
Project Description: Proposed 164 lot subdivision at the west end of Nixon Road in the City of Belmont. The subdivision will include a combination of 65' & 70' wide lots with front loaded homes and 45' & 55' wide lots with rear loaded homes.		



**CITY OF BELMONT**  
**Application for Major Development Plan**

<b>Date Filed</b> 10 / 26 / 16	<b>Application Number</b> MDP-2016-03
<b>Hearing Date(s) P&amp;Z</b> 12 / 15 / 16 / /	<b>City Council</b> / / / /

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	NC-C	H-C	R-C	BC-D	IC-D	TN-D

<b>Property Address:</b> 450 Nixon Road		
<b>Physical Description of Location:</b> West end of Nixon Road.		
<b>Tax Parcel Number:</b>	188088, 188087 & 188095	
<b>Property Owner:</b> RM Nixon Road, LLC		
<b>Owner's Mailing Address:</b> 521 E Morehead St., Suite 400		
<b>City:</b> Charlotte	<b>State:</b> NC	<b>Zip:</b> 28202
<b>Home Phone:</b> 704-561-5241	<b>Work Phone:</b> ( ) -	
<b>Project Description:</b> Proposed 164 lot subdivision at the west end of Nixon Road in the City of Belmont. The subdivision will include a combination of 65' & 70' wide lots with front loaded homes and 45' & 55' wide lots with rear loaded homes.		





1425Car - e - Charlotte North Carolina



2402Car - a - Charlotte North Carolina



2402Car - c - Charlotte North Carolina



4452Car - C - Charlotte North Carolina



4453Car - b - Charlotte North Carolina



4454Car - b - Charlotte North Carolina



4456Car - b - Charlotte North Carolina



4515Car - a - Charlotte North Carolina



4673Car - a - Charlotte North Carolina



4464Car - b - Charlotte North Carolina



4677Car - b - Charlotte North Carolina



4528Car - a - Charlotte North Carolina



4673Car - b - Charlotte North Carolina



4674Car - Charlotte North Carolina

**Nixon Road Community - Community Information Meeting**  
**Wednesday, December 7<sup>th</sup>**  
**First United Methodist Church, Belmont**  
**6:30 PM**

The meeting was called to order at 6:30 pm by Tom Waters of Provident Land Services, Inc.

Attendees:

- Tom Waters, Provident Land Services, Inc.
- Kristin Dillard, Provident Land Services, Inc.
- Shannon Boling, David Weekley Homes-Charlotte Division
- Weston Boles, PE, WK Dickson & Co, Inc.
- Edwin Suddreth, PE, WK Dickson & Co, Inc.
- Approximately 22 Nixon Road Area Residents

OVERVIEW:

Tom Waters gave introductions and explained the purpose of the meeting, which was to share our vision for the new community and answer questions. Tom referenced the site plan on display and explained that we have been under contract on the land for the past few months, and are petitioning The Town of Belmont for site plan approval. Tom explained that this is not a rezone. We will work with the Town to serve water and sewer for the community, and are following the Town's ordinances, which include required green space, tree save, trails, and more and have applied these to our site plan. The total acreage for our property is approximately 83 acres and will consist of 164 home sites, which is approximately 2 homes per acre.

Tom introduced David Weekley Homes as our builder/partner on this project, and referenced several colored representative elevations provided by the builder. The builder will have 45'-55' rear entry (alley) homes, and 65'-70' front entry homes. All homes will have a 2-car garage with cement siding cladding material, including some stone & brick accents.

The proposed 2 entrances for the community will be on Nixon Road. The main entrance will have landscaping and lighting and stone or brick monumentation.

We are required to have on-site water detention devices to protect erosion during construction process. They are identified ahead of time and placed in the low points where water would normally collect. Some of these will be converted to permanent ponds to handle water runoff after construction is complete.

Q&A

What is the price range? Shannon Boling of David Weekley estimates in the upper \$200,000's to the low \$300,000, with starting square footage in the 1700's for the smaller product.

When do you expect to start construction? Tom explained that the community will be done in two phases, and we are hoping to start development of the first phase in spring/summer of 2017. The second phase will likely begin 2 years after this point. The initial homes will be ready for sale in late 2017 or early 2018.

When will infrastructure and roads be installed? Tom explained that all roads, curb & gutter will be installed during the two-phase development process.

Where will sewer tie in? Tom explained that we are working with the Town of Belmont water & sewer authorities to determine this.

Will Rachel Anne Drive connect to existing stub street, and if so will it go all the way to Nixon Road? Tom showed on the site plan where we will continue Rachel Anne Drive across the current culvert and across Nixon Road.

Will any improvements be made along Nixon Road to handle traffic? Tom explained that NCDOT owns Nixon Road and the right-of-way is already established. Minimally, we will install 2 entrances along Nixon Road, and we will also install curb & gutter in lieu of a bar ditch section road. Additionally, we intend to install sidewalk on both sides of Nixon Road along our property.

One resident who lives along Creek Hollow Trail, which backs up to our property, asked about the green space in this area and wanted to know how far it will extend, and also wanted to know where the detention ponds will be located. Tom explained that we have steep topography in this area, but will have passive/mulch trails. As far as the detention ponds go, we are working to determine this. Preliminarily, we will have 4 of these ponds.

One resident asked if there will be a community pool or playground. Tom explained that there will not be a community pool. We don't have plans for a playground, but will have a few pocket parks with park benches and landscaping for gathering.

One resident asked if there are any plans to improve Willerine Drive, which is often used as a cut-through for residents during peak traffic hours. Tom explained that we do not own the area along Willerine Drive, so we would not be involved in any road improvements for this specific roadway.

What is the next step? Tom let everyone know that we will present our plan officially to the Planning and Zoning Board for approval. The meeting will be held on December 15<sup>th</sup> at City Hall at 7:00 pm.

There were no further questions.

The meeting was adjourned at 7:00 pm.

**NIXON ROAD - COMMUNITY INFORMATION MEETING**  
**12/7/16 -6:30 PM**

No.	Name(s)	Address	Email / Phone
1	John & Martha Hayes	308 Nixon Rd 222 Lakeview Dr.	704-825-8033
2	Pat Jones	109 Creek Hollow Tr	704-825-5998
3	Stewart Watson	1012 Victoria Blake Ln	704-461-8121
4	John & Judy Kalmbach	2513 Shannon Dr.	614-668-2869
5	JEFF KALMBACH	2760 SHANNON DR	704-524-6709
6	ROGER & ANN CALDWELL	1924 SOUTH RIDGE DR.	704-914-6363
7	Cathy & Bob Gutchowski	2149 Southeridge DR.	704-689-9779
8	Robert Aldrich	1112 Rachel Anne Dr.	704-860-1175
9	Linda Pritch	1107 Rachel Anne Tr	704-825-3550
10	Bruce Euler	2536 SHANNON RD.	704-236-9650
11	CAIUS BARBU	2706 Shannon Dr	caius12@yahoo.com 704-616-0449
12	Hazel Pearce	2166 Southeridge Dr.	mikehazel84@yahoo.com 704-249-9382
13	Chad Nelson	2130 Southeridge	chadnelson25@ <sup>(704)</sup> hotmail.com 5914020
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**CITY OF BELMONT**  
**BELMONT, NORTH CAROLINA**

**REQUEST FOR COUNCIL ACTION**

**DESCRIPTION:** Public Hearing to Consider the Lease of Real Property by the City of Belmont to Belmont Rowing Center, LLC

AGENDA ITEM NO. 3

MEETING DATE: 1/3/2017

**BACKGROUND INFORMATION:**

As has been discussed at several city council work sessions, the Belmont Rowing Center (BRC) would like to lease a portion of the City of Belmont's property at the Kevin Loftin Riverfront Park. The BRC would like to lease a portion of property along the Wilkinson Boulevard area for a boat storage area and a portion along the Catawba River shoreline for a joint-use boat dock and launch.

In accordance with NCGS 160A-272, the City Council must hold a public hearing on this proposed lease agreement prior to taking action on it. The proposed lease is for a ten-year period, and each party's responsibilities are spelled out in the lease agreement.

The public hearing has been advertised in the *Gaston Gazette* in compliance with state law.

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**CITY MANAGER'S RECOMMENDATION:**

The city manager recommends holding the public hearing.

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**ACTION TAKEN:**

**STATE OF NORTH CAROLINA  
GASTON COUNTY**

**LEASE AGREEMENT**

This Lease Agreement (the “Agreement”) is made and entered into and made effective as of January \_\_, 2017 by and between the **CITY OF BELMONT**, a North Carolina municipal corporation (the “City”) and North Charlotte Rowing Center, Inc., a North Carolina non-profit corporation doing business as **Belmont Rowing Center, Inc.** (“BRC”). The City and Belmont are referred to herein as the “Parties.”

**BACKGROUND AND INTENT**

**WHEREAS**, the City owns Kevin Loftin Riverside Park, located at 1400 Catawba Street in Belmont (the “Park”); and

**WHEREAS**, the City has identified an area within the Park as being suitable for a rowing center; and

**WHEREAS**, the City is authorized to enter into leases for the use of City property to fulfill the City’s public purpose; and

**WHEREAS**, having a rowing center in the Park will fulfill the City’s public purpose by: (a) providing a unique form of public recreation for citizens; (b) providing educational opportunities for local citizens in the areas of water safety, health and fitness; and (c) promoting economic development and tourism by building on the City’s image as a health and fitness oriented community, and by bringing people from across the region to Belmont; and

**WHEREAS**, the Belmont City Council, after compliance N.C. Gen. Stat. 160A-272 and 160-A-279, adopted a Resolution on January \_\_, 2017 approving a lease with BRC to allow BRC to construct and operate a rowing center in the Park;

**NOW, THEREFORE**, in consideration of the premises, terms and conditions set forth herein, the Parties agree as follows:

**AGREEMENT**

1. **Premises and Term.** The City hereby leases to BRC the portion of the Park shown on **Exhibit A** for the operation of a rowing center (the “Premises”). The lease shall be for a term of ten (10) years, commencing on the date that BRC notifies the City in writing that it is ready to begin construction of a fence on the Premises (the “Initial Term”), provided that if BRC has not provided such notice to the City within eighteen (18) months after the Effective Date either Party may terminate this Agreement on written notice to the other Party. Upon the expiration of the Initial Term, this Agreement shall continue on a month to month basis upon the same terms and conditions as herein stated until terminated.
2. **Rent.** BRC agrees to pay the following amounts to the City as rent during the Initial Term:

Years 1 and 2: \$100 per month

Year 3: \$800 per month

Year 4: \$900 per month

Year 5: \$1,000 per month

Beginning in Year 6 the monthly rent shall increase by 5% per year, provided that annual rent shall not exceed Fifteen Thousand Dollars (\$15,000).

Rent shall be due on or before the fifteenth (15<sup>th</sup>) day of each month. BRC shall make such payments by automatic bank draft or by mailing a check to:

City of Belmont  
Attention: Finance Director  
PO Box 431  
Belmont, NC 28012

**3. License.** The City grants BRC the following rights, which are necessary for BRC's operation of the rowing center:

**3.1. Rowing and Paddling Dock.** BRC and the City will equally share the cost of construction of a dock (the "Rowing and Paddling Dock") on the "Rowing and Paddling Dock Site" as shown on **Exhibit B**, subject to approval of the Federal Energy Regulatory Commission ("FERC") and Duke, as FERC administrator. The Rowing and Paddling Dock shall be of the approximate dimensions shown on **Exhibit B**, subject to minor adjustments as may be required by site conditions. Assuming that Duke and FERC approve a width of twenty feet for the Rowing and Paddling Dock, the upstream half of the Rowing and Paddling Dock will be used exclusively for canoeing, kayaking and paddle boarding, and the downstream half will be used exclusively for rowing, provided that the Belmont City Manager and BRC may mutually agree in writing to carve out exceptions. If Duke or FERC requires that the width of the Rowing and Paddling Dock be less than twenty feet, the Belmont City Manager and BRC will work in good faith to agree in writing on an arrangement that provides adequate space and use opportunity for both rowing and paddling. The Rowing and Paddling Dock will have separate gangways for the rowing side and the paddle sports side, and the pilings for the Rowing and Paddling Dock will be on the upstream side.

**3.2. Access Path.** BRC will be allowed to access the Rowing and Paddling Dock through the boat launch parking area identified on **Exhibit C** (the "Parking Area"). The City will reserve an access path on the north side of the Parking Area for BRC rowers to carry boats from the Premises to the Rowing and Paddling Dock (the "Access Path"). The Access Path shall be at least five (5) feet wide on the ground, but shall have enough clearance from 3 to 6 feet off the ground to allow rowers to transport boats that are up to 7 feet wide. The Access Path may be dirt, gravel or paved, in the City's discretion, provided that if the Access Path is dirt, the City will fully cooperate with BRC in allowing and seeking any required permission for BRC to put gravel, wooden decking or paving on the Access Path at BRC's cost if requested by BRC in writing.

**3.3. Parking.** BRC rowers and guests may park in the Parking Area shown on **Exhibit C**, or in such parking spaces as may be provided by the City from time to time in the area adjacent to the

Premises. However, BRC agrees to cooperate with the City to ensure that a reasonable amount of parking remains available for other public use within the Park, including agreeing to limits on the number of spaces that may be used by BRC rowers in the Parking Area and elsewhere in the Park at certain times of the day, provided that the City makes overflow parking spaces available within a reasonable walking distance nearby. The Parties will periodically revisit the parking protocols as necessary to adjust to changing parking needs over time. The Parking Area and any overflow parking made available by the City will be open for use between the hours of 5:00 am and 9:30 pm daily.

**3.4. Restrooms.** The City agrees that BRC rowers and guests may use the public restrooms in the Park. The City will keep the restrooms open between the hours of 5:00 am and 9:30 pm daily.

**3.5. City Maintenance of Common Facilities.** The City will continue to maintain the restrooms, Parking Area and Park.

4. **Use.** BRC will use the Premises to operate a rowing center in the Park (the “Rowing Center”). The Rowing Center will provide public recreation for the citizens of Belmont and the surrounding area, and as well as educational opportunities in water safety, health and fitness. The City also anticipates that the Rowing Center will promote economic development and tourism for the City by building on the City’s image as a health and fitness oriented community, and by bringing people from across the region and beyond.

**4.1. Non-Exclusivity.** BRC’s rowing programs shall be open to the public. BRC may require the purchase of an annual pass and may charge such fees as are necessary in BRC’s judgment to support current and future operations, staffing, facilities and equipment costs.

**4.2. Utilities.** BRC will pay for all electricity, telephone, internet, cable and water charges associated with the Premises that are separately metered, except for charges such as street lights that would have been incurred but for BRC.

**4.3. Insurance.** BRC will be responsible for maintaining liability and other appropriate insurance coverage with respect to its operations at the Rowing Center. BRC will provide the City with a certificate of insurance acknowledging such coverage from time to time upon the City’s written request. BRC will maintain property and casualty insurance covering BRC’s equipment at such levels as BRC shall deem appropriate.

**4.4. Compliance with Laws.** BRC shall use, possess, occupy and operate the Rowing Center in accordance with all applicable local, state and federal codes, ordinances, statutes, rules and regulations.

**4.5. No Nuisance.** BRC will maintain the Premises in a clean, neat and sanitary matter, and will not use the Premises for any noxious or offensive activity that creates a public nuisance.

**4.6. Delivery at End of Term.** At the expiration of this Agreement, BRC will deliver up the Premises in as good a condition as they shall be at the beginning of this Agreement, except for: (a) reasonable wear and tear; (b) damage by fire, storm or other casualty; or (iii) damage caused

by the City, its agent, or third parties who are not invitees of BRC (except to the extent BRC was negligent in allowing such third party damage to occur);

5. **Condition of Premises.** BRC acknowledges personal inspection of the Premises and the surrounding area (including the Rowing and Paddling Dock Site) and evaluation of the extent to which the physical condition will affect the operation of the Rowing Center. BRC accepts the Premises and the Rowing and Paddling Dock Site in its present condition and acknowledges that the City has made no representations or warranties as to the condition of the Premises or the Rowing and Paddling Dock Site or their fitness for the use intended hereunder. BRC agrees that it will make no demands upon the City for any improvements or alterations thereof, except for those expressly specified in this Agreement. Notwithstanding anything to the contrary herein, should a pre-existing environmental defect exist or be discovered which cannot be corrected, contained, repaired, eliminated, or otherwise made safe for public recreation uses within a reasonable cost to the City, using funds available for that purpose at that time by the City, this Agreement may be terminated by BRC on ten (10) days prior written notice. Under no circumstances shall BRC or its officers, board members or employees be liable for any environmental or other site conditions that existed prior to the Initial Term, and the City agrees to indemnify, defend and save harmless BRC and such individuals from and against any and all liability arising from such pre-existing conditions.
  
6. **BRC Improvements.** BRC will be allowed to construct a fence on the Premises in the approximate location shown on **Exhibit D**, and in the approximate design shown on **Exhibit E**. BRC will also be allowed to have 2 equipment sheds on the Premises, in the approximate size and designs shown on **Exhibit F**. BRC will further be allowed to erect boat racks on the Premises, and to store on the Premises boats, oars, boat trailers and other equipment incidental to operation of the Rowing Center, provided that with the exception of the equipment sheds, such equipment shall not extend more than 4 feet over the top of the fence without the City's prior written consent. BRC may replace the grass inside the fenced in area with gravel. While **Exhibit D** contains a sample Site Plan, the Parties agree that BRC may change the configuration of the structures and equipment located within the fence within BRC's discretion, provided that changes in the location of the equipment sheds shall be subject to the City Manager's approval, which will not be unreasonably withheld or delayed. BRC will be responsible for maintaining the Premises inside the fenced in area. The City will cut the grass and maintain the landscape outside the fenced in area of the Premises as part of its maintenance of the Park.
  
7. **Rowing and Paddling Dock.**
  - 7.1. **FERC Application.** The City and BRC will use diligent efforts to cause Duke and FERC to approve the Rowing and Paddling Dock in the dimensions, layout and location shown on **Exhibit B**. The Parties will retain a FERC permitting specialist to prepare all applications necessary to obtain the FERC permit, and will equally share the cost. The Parties will equally share the application fee for the FERC permit, if any. The FERC application specialist will handle the agency review process and prepare such documents as may be required by Duke as a condition of obtaining the permit, provided that the City and BRC will provide in a timely manner information and assistance as is reasonably requested. The City will also provide BRC with prompt written notice of any requirements, notices or updates in the application process that the City receives from Duke or FERC.

**7.2. Dock Survey.** BRC and the City will share equally the cost of the survey of the Rowing and Paddling Dock Site needed to accompany the FERC application (excluding any survey costs that were incurred by the City prior to November 1, 2016).

**7.3. Dock Construction and Maintenance.** BRC and the City will equally share the cost of designing, procuring, installing and maintaining the Rowing and Paddling Dock. BRC and the City will work in good faith to procure and install the Rowing and Paddling Dock so as to best meet the needs of both rowing and paddle sports in a cost effective manner consistent with state law. The Parties agree that the Rowing and Paddling Dock will:

- Be of the dimensions shown on Exhibit C, except to the extent modified by mutual agreement of the Parties;
- Be constructed of synthetic material for easy maintenance;
- Have a freeboard (distance from the top of the dock to the waterline) of no more than 6 inches, so as to allow rigging clearance for rowing shells and ease of launching for canoes, kayaks and paddleboards;
- Have a live load capacity sufficient to launch rowing shells as well as canoes, kayaks and paddleboards; and
- Provide a reasonably stable platform for walking.

**7.4. Schedule.** The City and BRC will use diligent efforts to cause approval and construction of the Rowing and Paddling Dock to occur before BRC's current lease expires on May 31, 2017.

**7.5. Dock Ownership and Use.** The City will own the Rowing and Paddling Dock, subject to BRC's rights on termination as set forth in this Agreement. BRC will be entitled to use the downstream section of the Rowing and Paddling Dock for purposes incidental to operating the Rowing Center. The downstream section of the Rowing and Paddling Dock will also be open to all rowers for the purpose of launching rowing shells, regardless of whether such rowers are associated with BRC. The upstream side of the Rowing and Paddling Dock will be open for canoeing, kayaking and paddle boarding. The Rowing and Paddling Dock will not be open to fishing, swimming, power boating, dragon boating, jet skiing or other sports not otherwise authorized herein, provided that rowing instructors may tie to the dock the power boats they use for coaching. The City will maintain signage at or near the Rowing and Paddling Dock regarding the restricted use, and will enforce such rules at the same level as it enforces restrictions at the other docks owned and maintained by the City. Notwithstanding the forgoing, the Parties may collaborate to allow the rowers and the paddlers to use the entire dock for special events or during off peak times by mutual written consent. The City agrees that it will not enter into leases, licenses or other agreements that would allow a third party to store rowing shells overnight within the Park or the Boat Launch Area.

**8. Security.** The City will allow BRC to install and operate such security systems, security cameras, lighting and other security measures at the Premises, consistent with applicable law. The City will provide the same level of police protection, patrol and oversight for the Premises and the Rowing and Paddling Dock as the City provides for the remainder of the Park.

**9. Termination After the First Five Years of the Initial Term.** Either Party may terminate this Agreement without cause on twenty-four (24) months prior written notice, provided that: (a) the

termination date shall not be prior to the end of the fifth (5<sup>th</sup>) year of the Initial Term; and (b) the termination date shall be between June 30 and August 15, so as not to interfere with the youth or masters competitive rowing season.

10. **Termination for Default.** Either Party may terminate this Agreement for default if the other Party commits a material default under the Agreement and fails to cure such default within ninety (90) days after receipt of written notice thereof, provided that if the default cannot reasonably be cured within such ninety day period the Agreement will not be terminated if the Party in default has committed in writing to a plan that will cure such default within a reasonable time period. Notwithstanding the foregoing, if BRC fails to pay undisputed rent within thirty (30) days after receipt of written notice from the City that such rent is overdue, the City may terminate this Agreement and require BRC to vacate the Premises.
11. **Material Impairment to BRC's Access or Use.** The Parties acknowledge that BRC is a non-profit organization and needs to be able to operate programs at the Premises in order to pay its rent. If BRC's use of the Premises or the Rowing and Paddling Dock is materially impaired for any reason for 30 days or more (whether for casualty, force majeure, crime, condemnation or other cause) BRC will have the option to: (a) terminate this Agreement upon written notice to the City; or (b) continue with this Agreement but cease paying rent for the time period in which its use of the Premises or Rowing and Paddling Dock is materially impaired. These options will be open to BRC for as long as its use of the Premises or Rowing and Paddling Dock is materially impaired. The choice of option (b) will not preclude BRC from exercising option (a) if its use continues to be impaired. Notwithstanding the foregoing, and without limiting any remedies BRC may have at law or in equity, BRC shall not be required to pay rent for any time period in which its use of the Premises or the Rowing and Paddling Dock is materially impaired by causes within the City's reasonable control, and in such event BRC shall be entitled to terminate this Agreement on ten (10) days prior written notice to the City.
12. **Identification of Long Term Rowing Site.** The Parties acknowledge that BRC is searching for a long term rowing site which is suitable for building a boathouse and establishing a permanent rowing center. BRC and the City will evaluate the Premises for that purpose, though BRC may also look at other locations. BRC may terminate this Agreement at any time on at least six (6) months prior written notice if BRC is able to secure another location that has the potential to serve as a permanent rowing center.
13. **Ownership of Rowing Dock Upon Termination of this Agreement.** Upon termination of this Agreement, other than a termination for default, the Party that does not initiate the termination will have the option to: (a) take ownership of the downstream sections of the Rowing and Paddling Dock and gangway (collectively, the "Rowing Dock"); or (b) have the terminating Party pay it one half of the cost of procuring, constructing and installing the Rowing and Paddling Dock, reduced pro rata based on the percentage of useful life of the Rowing and Paddling Dock that has elapsed as of the termination date, assuming a 25 year useful life. Such option must be exercised by written notice to the other Party by the later of: (a) at least ten (10) days prior to the termination date of this Agreement; or (b) within fifteen (15) days after receipt of notice of termination from the other Party. In the event the Party with the option fails to exercise it within this time period, the right to exercise the option shall transfer to the other Party. If this Agreement is terminated for default, the Party not in default shall have the option to exercise the option. If BRC or the City elects to have BRC take ownership of the Rowing Dock, BRC will remove the Rowing Dock from the Park within sixty days after

termination of this Agreement, provided that BRC will not be required to remove the concrete pad that the gangway of the Rowing Dock is attached to. If BRC or the City elects to receive payment over ownership of the Rowing Dock, the party required to make payment shall do so within ninety (90) days after termination of this Agreement. For purposes of determining what the Rowing Dock consists of, the dividing line between the Rowing Dock and the rest of the dock shall be where the downstream dock sections are connected to the upstream dock sections.

14. **Removal of BRC Equipment Upon Termination of this Agreement.** Upon termination of this Agreement for any reason, BRC will remove all equipment, boat racks, equipment sheds and other assets that are stored on the Premises. The City will notify BRC in writing within ten (10) days after termination of the Agreement as to whether it would like for BRC to remove the fence installed by BRC at the Premises, and BRC will comply with the City’s election within thirty (30) days after receipt of written notice.

**15. Indemnity.**

**15.1. BRC’s Indemnification.** BRC agrees to indemnify, defend and save harmless the City, its agents, officers, directors, City Council Members and employees from and against any and all liability, expense (including defense costs and legal fees) and claims for damages including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with BRC’s use of the Premises, the Boat Access Area or the Rowing and Paddling Dock, to the extent caused by negligence or gross misconduct on the part of BRC. BRC's duty to indemnify the City shall survive the expiration or other termination of this Agreement.

**15.2. The City’s Indemnification.** The City agrees to indemnify, defend and save harmless BRC, its agents, officers, directors, board members, and employees from and against any and all liability, expense (including defense costs and legal fees) and claims for damages including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with BRC’s use of the Premises, the Boat Access Area or the Rowing and Paddling Dock, to the extent caused by the negligence or gross misconduct of the City.

16. **Notice.** Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, or by electronic mail to the applicable Party at the following address:

**BRC:**  
Jude Starrett  
President, BRC  
20011 Chapel Point Lane  
Cornelius, NC 28031  
704-641-4833  
dockrock2@gmail.com

**For The City:**  
Adrian Miller  
City Manager  
City of Belmont  
PO Box 431  
Belmont, NC 28012  
704-901-2067  
AMiller@cityofbelmont.org

Notice shall be effective upon the date of receipt by the intended recipient. Communications that relate to any breach, default, termination, delay in performance, prevention of performance,

modification, extension, amendment, or waiver of any provision of this Agreement shall also be sent to the following individuals, and any such notice which is sent by electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier:

:

**BRC:**

Cindy White  
Vice President, BRC  
16615 Flying Jib Rd  
Cornelius, NC 28031  
704-774-9533  
cindyincornelius@gmail.com

**For The City:**

Parks Wilson  
Parks Wilson Law  
32 North Main Street  
Belmont, NC 28012  
704-825-1079  
parks@parkswilsonlaw.co

Each Party may change its address for notification purposes by giving the other Party written notice of the new address and the date upon which it shall become effective.

**17. Miscellaneous.**

- 17.1. **Entire Agreement.** This Agreement, (including all Exhibits) constitutes the entire agreement between the Parties with respect to the subject matter herein. There are no other representations, understandings, or agreements between the Parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals, written or oral.
- 17.2. **Amendment.** No amendment or change to this Agreement shall be valid unless in writing and signed by the Party against whom enforcement is sought.
- 17.3. **Authority of the City Manager.** The Belmont City Council authorizes the Belmont City Manager to authorize, execute and undertake any actions relating to this Agreement on the City's behalf, including but not limited to granting consents and waivers.
- 17.4. **Governing Law.** North Carolina law shall govern the interpretation and enforcement of this Agreement, and any other matters relating to this Agreement.
- 17.5. **Binding Nature And Assignment.** This Agreement shall bind the Parties and their successors and permitted assigns. Neither Party may assign this Agreement without the prior written consent of the other.
- 17.6. **Severability.** The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of this Agreement so long as the material purposes of this Agreement can be determined and effectuated. If any provision of this Agreement is held to be unenforceable, then both Parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

- 17.7. **Waiver.** No delay or omission by either Party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by either Party of any covenant or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the Party waiving the rights.
- 17.8. **Iran Divestment Act.** BRC certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58; (ii) it will not take any action causing it to appear on any such list during the term of this Agreement; and (iii) it will not utilize any subcontractor that is identified on any such list to provide goods or services hereunder.
- 17.9. **Construction Of Terms.** Each of the Parties has agreed to the use of the particular language of the provisions of this Agreement and any questions of doubtful interpretation shall not be resolved by any rule or interpretation against the drafters, but rather in accordance with the fair meaning thereof, having due regard to the benefits and rights intended to be conferred upon the Parties.
- 17.10. **Effective Date.** This Agreement shall be effective and binding as of the date set forth in the first paragraph of this Agreement.
- 17.11. **Counterparts.** This Agreement may be executed in one or more counterparts, with each being effective and binding.
18. **Exhibits.** Each of the following Exhibits is attached to and incorporated into this Agreement by reference:
- 18.1. **Exhibit A:** Survey of the Premises
  - 18.2. **Exhibit B:** Rowing and Paddling Dock Site and Diagram
  - 18.3. **Exhibit C:** Access Path and Parking Area
  - 18.4. **Exhibit D:** Sample Site Plan
  - 18.5. **Exhibit E:** Fence
  - 18.6. **Exhibit F:** Equipment Sheds

[Signatures on following page]

IN WITNESS WHEREOF, and in acknowledgment that the Parties hereto have read and understood each and every provision hereof, the Parties have caused this Agreement to be executed on the date first written above.

**CITY OF BELMONT**

**BELMONT ROWING CENTER**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

ATTESTED:

ATTESTED:

\_\_\_\_\_  
Belmont City Clerk

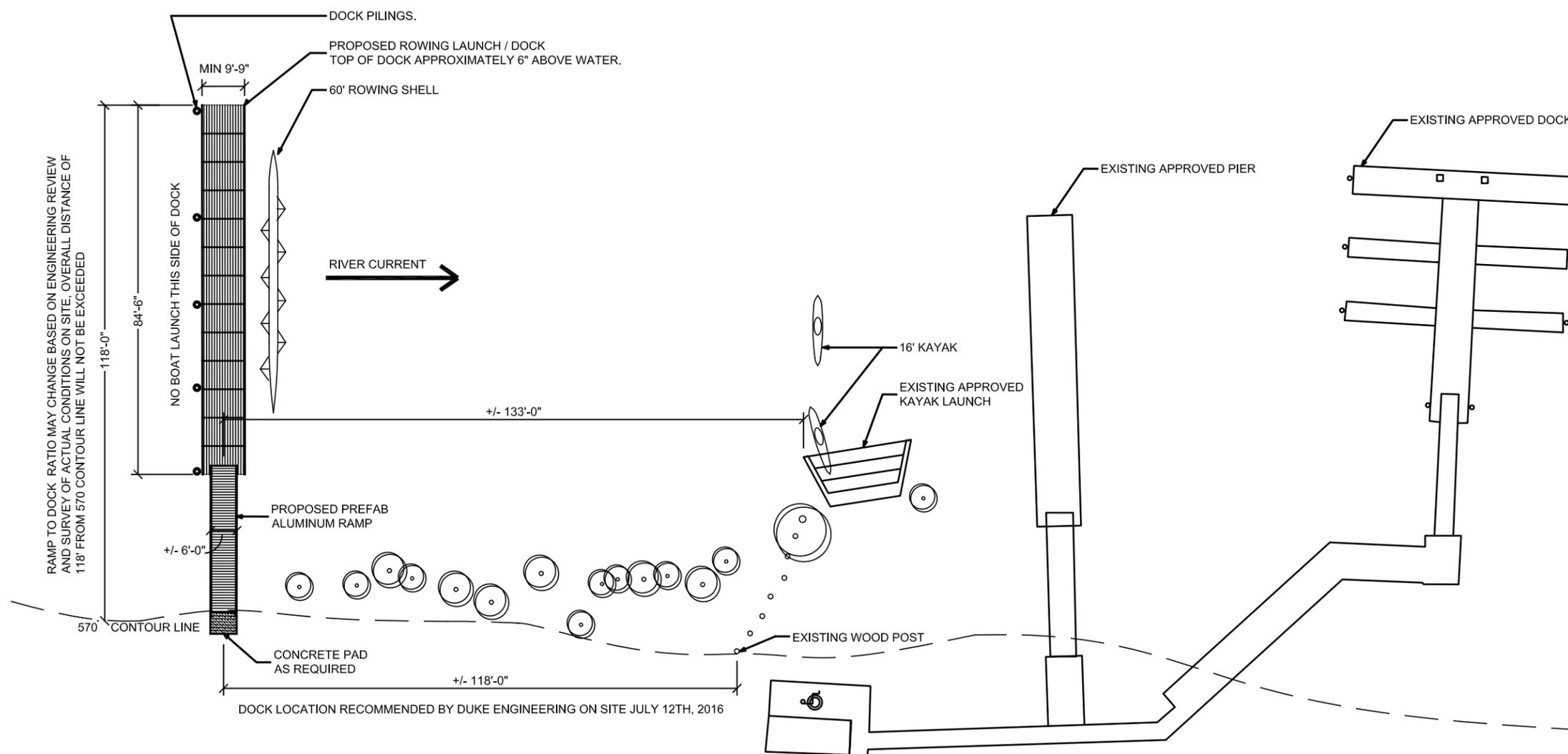
\_\_\_\_\_

**Exhibit A**  
**Survey of Premises**



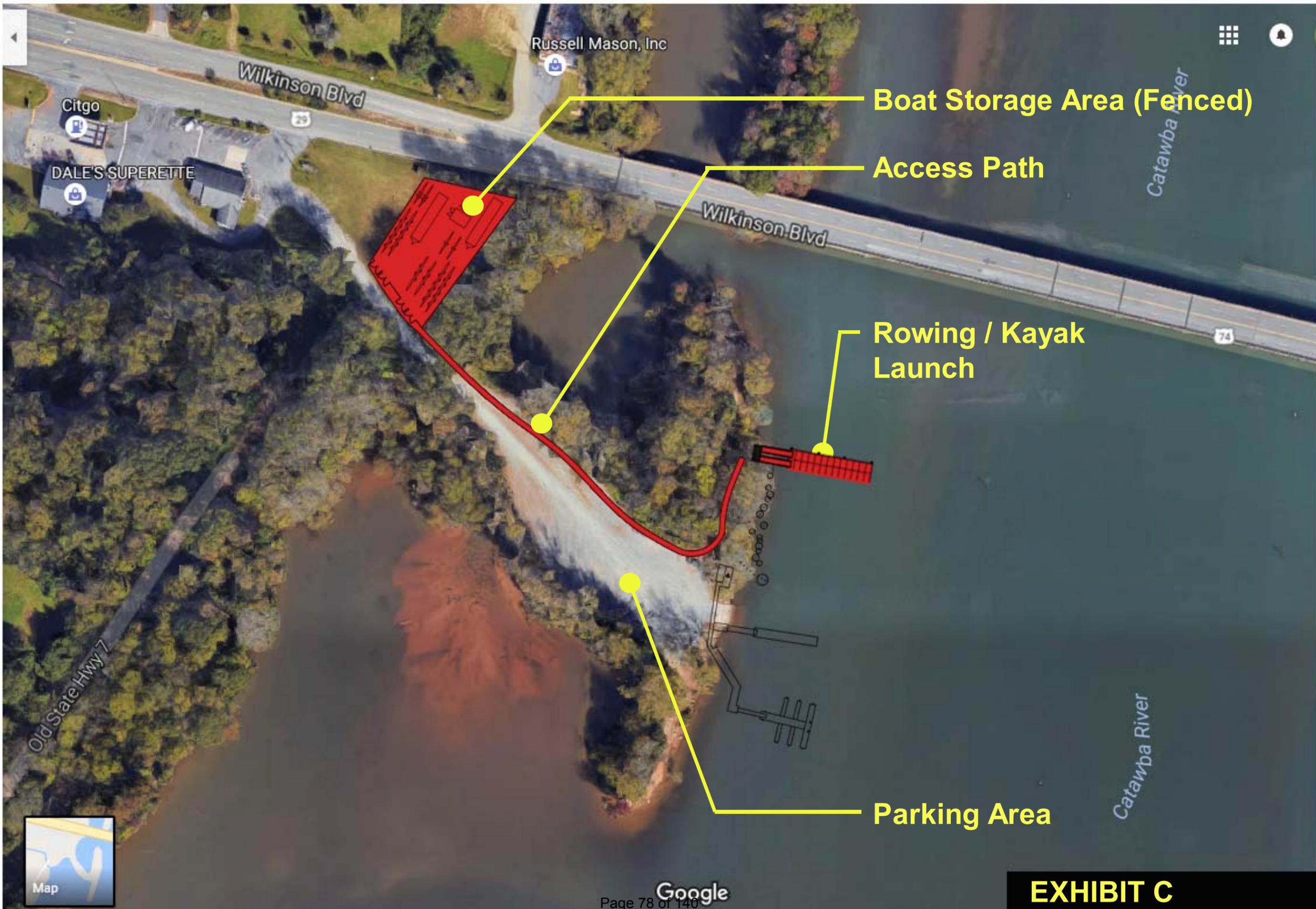
**Exhibit B**

**Rowing and Paddling Dock**



**Exhibit C**

**Boat Launch Parking Area and Access Path**



**Boat Storage Area (Fenced)**

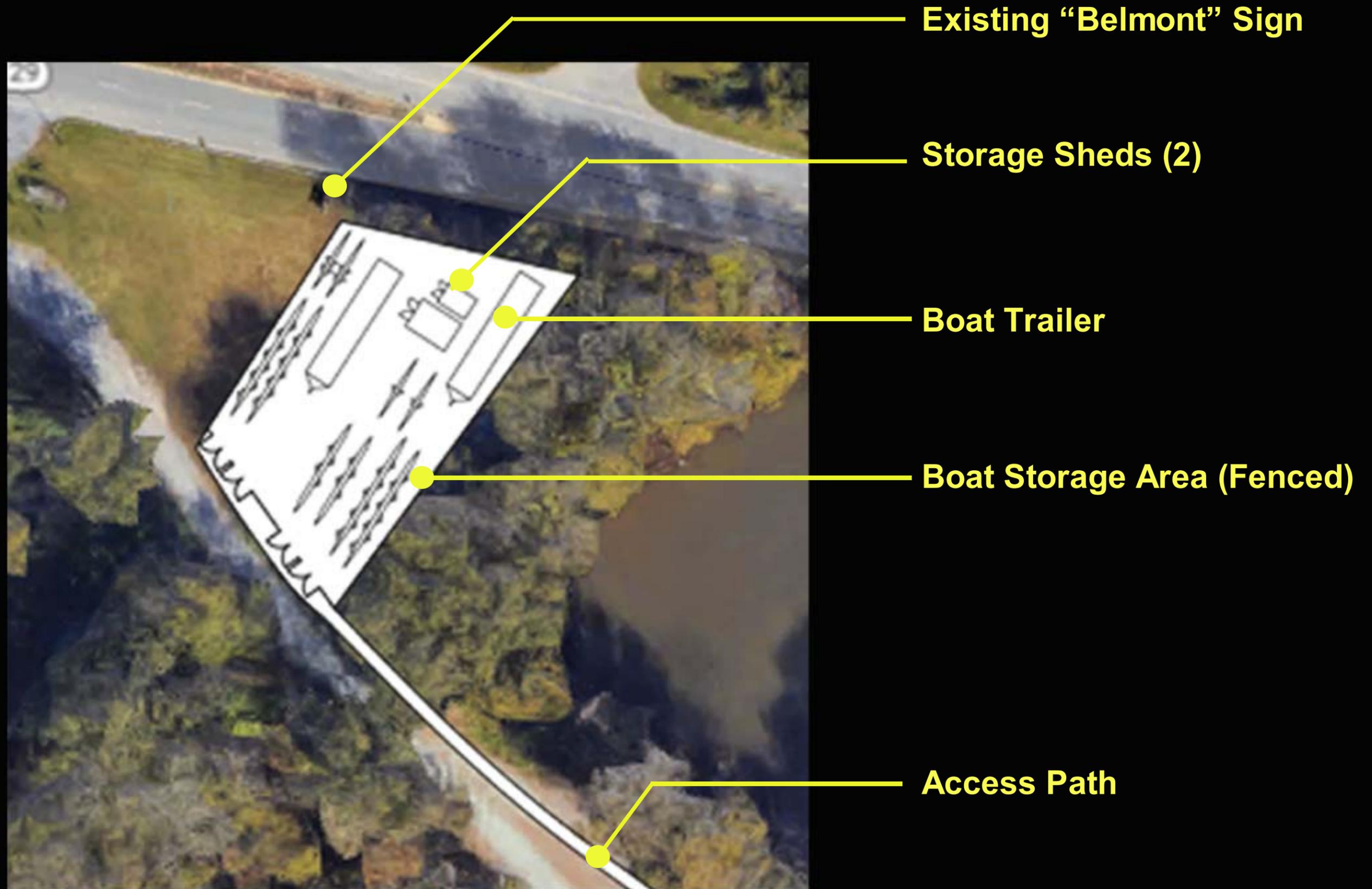
**Access Path**

**Rowing / Kayak Launch**

**Parking Area**

**EXHIBIT C**

**Exhibit D**  
**Sample Site Plan**



**EXHIBIT D**

**Exhibit E**

**Fence**

**Rendering of Proposed Fence at Boat Storage Area**

**Existing Road to Boat Ramp and Parking Area**



**EXHIBIT E**

**Exhibit F**

**Photo of BRC Storage Shed**





**CITY OF BELMONT**  
**BELMONT, NORTH CAROLINA**

**REQUEST FOR COUNCIL ACTION**

**DESCRIPTION:** Consider Adoption of Resolution Approving Belmont Rowing Center Lease Agreement

AGENDA ITEM NO. 4

MEETING DATE: 1/3/2017

**BACKGROUND INFORMATION:**

Having held the required public hearing on the proposed lease agreement with the Belmont Rowing Center, the city council may now take action on the lease agreement.

---

**CITY MANAGER'S RECOMMENDATION:**

The city manager recommends approving the lease agreement with Belmont Rowing Center, LLC.

---

**ACTION TAKEN:**

**RESOLUTION APPROVING LEASE AGREEMENT  
WITH BELMONT ROWING CENTER, LLC**

**WHEREAS**, Belmont Rowing Center, LLC has operated a community rowing program for youth and adults at the Belmont Riverside Complex; and

**WHEREAS**, Belmont Rowing Center, LLC desires to move its rowing operations, boat storage, and boat launch to the Kevin Loftin Riverfront Park; and

**WHEREAS**, the City of Belmont owns the property located at 1400 East Catawba Street, the site of the City's Kevin Loftin Riverfront Park; and

**WHEREAS**, Belmont Rowing Center, LLC has submitted a proposed Lease Agreement whereby land within the City's Kevin Loftin Riverfront Park identified within the Lease Agreement will be utilized for storage of the Belmont Rowing Center, LLC's boats and other rowing-related equipment; and

**WHEREAS**, the City has determined that there is sufficient space available within its park to accommodate both public use and Belmont Rowing Center's use of the park:

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Belmont approves the Lease Agreement with Belmont Rowing Center, LLC.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that, in compliance with NC General Statute 160A-272 , the term of this agreement shall extend no longer than ten (10) years.

Adopted this the 3rd day of January, 2017.

\_\_\_\_\_  
Charles R. Martin, Mayor

ATTEST:

\_\_\_\_\_  
Debra Brown, City Clerk

**CITY OF BELMONT**  
**BELMONT, NORTH CAROLINA**

**REQUEST FOR COUNCIL ACTION**

**DESCRIPTION:** Consider Approval of a Proposal for FERC Permitting Assistance with Permits 4U, Inc.

AGENDA ITEM NO. 5

MEETING DATE: 1/3/2017

**BACKGROUND INFORMATION:**

If the city council approved the lease agreement with the Belmont Rowing Center (BRC), then the next step toward the BRC moving its operations to the Kevin Loftin Riverfront Park is to submit an application to the Federal Energy Regulatory Commission (FERC) for a rowing boat launch. The city staff would like to partner with BRC on this boat launch and use part of it for a canoe and kayak launch.

The original plans for the boat landing area of the park included a canoe and kayak launch near the motorized boat launch. We had to remove the canoe and kayak launch from this location due to poor soils. We would like to move this launch farther north to the location of the BRC launch. The BRC is agreeable to a larger low-profile launch that will work for its skulls as well as canoes and kayaks used by the general public.

By installing a joint launch, the City and BRC would be able to partner on the FERC application and split the cost of the launch. Given the lengthy and cumbersome process of obtaining a FERC permit, both the BRC and city staff would like to hire Permits 4U, Inc. to take our application through the FERC process. Ms. Ann Duncan is familiar with the FERC process, having assisted Ralph Dickson through it for the marina at the Belmont Riverside Complex. The \$6,000 fee will be split equally between both parties.

---

**CITY MANAGER'S RECOMMENDATION:**

The city manager recommends approving the proposal from Permits 4U, Inc.

---

**ACTION TAKEN:**

**PERMITS 4U, INC.**  
**11290 OLDE CEDAR CT**  
**DAVIDSON, NC 28036**

Prepared For:	Belmont Rowing Center & City of Belmont	Dated Prepared:	DECEMBER 14,2016

**\$6,000.00 – For preparation of Public Recreation Lease Expansion for Duke/FERC Review**

- \$3,000 – Initial Deposit
- \$3,000 – Prior to presenting 5 copies to the Lake Wylie Marine Commission for Their review.

An additional \$100.00 per hour will be charged for working with surveyor and engineering company for drawings.

This proposal would include: Preparation of application and going to all agencies for their comments

- Five (5) bound copies for Lake Wylie Commission
- Necessary copies of completed application for Duke’s & FERC review
- One (1) complete bound copy for your files.

These charges do not include any county or state fees and does not include any additional fees that may be incurred during the permitting process: (Ex. Stabilization, Dredging, Environmental Assessment etc. required by an agency)

To begin the process we will need the following:

- Check made payable to Permits 4-U, Inc. in the amount of \$3,000.
- Check made payable to NC DENR for \$240.00
- Check made payable to CINTHPO ( Catawba Indian Nation) for \$250.00

**Permits 4-U, Inc. in no way guarantee’s approval of this application.**

**Belmont Rowing Center**

**City of Belmont**

\_\_\_\_\_  
 By: Cindy White  
 Vice President

\_\_\_\_\_  
 By: Adrian Miller  
 City Manager

  
 Ann Duncan – Permits 4U Inc.

**CITY OF BELMONT**  
**BELMONT, NORTH CAROLINA**

**REQUEST FOR COUNCIL ACTION**

**DESCRIPTION:** Consider Lease Agreement with Alliance Real Estate III, Inc. for Downtown Parking Lot

AGENDA ITEM NO. 6

MEETING DATE: 1/3/2017

**BACKGROUND INFORMATION:**

Alliance Real Estate III, Inc. owns the parking lot located on the east side of Glenway Street between the Wells Fargo ATM and NCDOT Rail Division parking lot. This parking lot has been closed to the public for several months due to a maintenance and liability concern of the property owners.

Given the increased demand for parking in the central core of downtown, city staff contacted Alliance Real Estate about leasing the parking lot and opening it for public use. The enclosed lease agreement allows the City of Belmont to lease the parking lot for public parking with the City assuming maintenance and liability for the property.

In order to pay for this lease, I recommend that the City charge users of this lot to park in it. City staff will provide a recommendation to the city council at a later meeting on rates and types of meters for this lot. In the interim, this lot will be open to the public if this lease agreement is approved.

---

**CITY MANAGER'S RECOMMENDATION:**

The city manager recommends approval of this lease agreement.

---

**ACTION TAKEN:**

## **PARKING LOT LEASE**

**THIS LEASE AGREEMENT** (the “Lease”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by and between Alliance Real Estate III, Inc., a North Carolina corporation (the “Lessor”), and the City of Belmont, North Carolina (the “Lessee”).

In consideration of the mutual covenants in this Lease, the Lessor and the Lessee agree as follows.

**1. The Premises.** The Lessor leases to the Lessee, and the Lessee takes from the Lessor, the following property located in Belmont, Gaston County, NC (the “Premises”):

The parking lot forming the southern part of Tax Parcel No. 125913 in the Gaston County Registry. The Premises are outlined in red on the map attached as Exhibit A.

**2. Term** The term of this Lease (the “Term”) shall commence on December 1, 2016, and run for an initial term through December 31, 2018, unless terminated earlier in accordance with this Lease. At the end of the initial term, and annually thereafter on December 31 of each successive year (each such date being referred to as a “renewal date”), the Lease shall renew automatically for successive terms of one year each, up to a total of [ten] additional years, unless either party gives written notice of nonrenewal to the other party at least 30 days prior to the renewal date.

**3. Use.** The Lessee shall use the Premises as a public parking lot and for no other purpose. The Lessee shall not allow others to use the Premises for any other purpose without the prior written consent of the Lessor, which consent may be withheld in the Lessor’s sole discretion.

**4. Rent.** The Lessee will pay Lessor monthly rental of \$708.33, payable without notice, demand, deduction or setoff, in advance on the first day of each month during the term hereof. Rental for any period during the term hereof which is less than one year shall be the pro-rated portion of the annual installment of rental due, based on a 365-day year.

**5. Security Deposit.** None

**6. Utilities.** The Lessee shall pay any and all charges for water, sewer, gas, electricity, telecommunication, cable, and all other utilities at the Premises and shall establish accounts directly with the utility providers.

**7. Maintenance and Repair.** The Lessee is solely responsible for all maintenance, repair, and replacement of the Premises and all improvements, including snow removal. The Lessee shall keep the Premises in a neat and safe condition. The Lessee shall not store or release any hazardous or toxic substances of any kind at the Premises. The Lessee shall maintain the Premises in compliance with all laws, ordinances, or regulations governing the

Premises and the Lessee's use of the Premises. The Lessor shall have no obligation to make any repairs or improvements to the Premises.

**8. Property Taxes.** Lessee shall be responsible for paying any and all taxes, including, without limitation, ad valorem taxes, special assessments and any other form of governmental charges, in respect of the Premises.

**9. Condition.** The Lessee has had the opportunity to inspect the Premises prior to signing this Lease and accepts the Premises in AS IS condition without any representation whatsoever from the Lessor as to its condition or suitability for the Lessee's intended use.

**10. Alterations.** The Lessee shall not make any alterations, additions, or improvements to the Premises without first obtaining the written consent of the Lessor, which consent may be withheld in the Lessor's sole discretion. Notwithstanding the foregoing, Lessee agrees to present any signage it proposes to install upon the Premises for Lessor's prior written approval, which shall not be unreasonably withheld or delayed.

**11. Liability; Indemnification.** The Lessor shall in no way be liable for any personal injuries (including death) or property damage caused by or resulting from the use of the Premises by the Lessee, or the Lessee's employees, agents, visitors, or contractors. The Lessee shall indemnify, defend, and save the Lessor harmless from and against any and all liability, claims, damages, expenses, fees, penalties, legal proceedings, and causes of action of every kind, including the Lessor's costs and reasonable attorneys' fees, incurred as a result of any breach by the Lessee of any covenant of this Lease, or as a result of the Lessee's use of the Premises, or the acts or omissions of the Lessee, or the Lessee's employees, agents, visitors, or contractors; provided, however, that the obligation of the Lessee to indemnify shall not extend to the gross negligence or willful misconduct of the Lessor, or the Lessor's employees, agents, or representatives.

**12. Insurance.** The Lessee shall maintain at all times commercial general liability insurance insuring the Lessor and the Lessee against all claims or demands for personal injuries to or death of any person, and damage to or destruction or loss of property, that may be claimed to have occurred on the Premises. The policies shall cover such risks and be in such amounts as the Lessor from time to time may reasonably request, but in any event with a combined single limit for bodily injury and property damage per occurrence of not less than Two Million Dollars (\$2,000,000.00).

The Lessee's insurance shall be issued by an insurer licensed to business in the State of North Carolina and shall contain a waiver of subrogation endorsement. The Lessee shall deliver to the Lessor certificates of such insurance coverage and evidence of payment of all premiums promptly upon demand by the Lessor, which certificates shall show the Lessor as an additional insured and shall provide that no cancellation, reduction in amount, or material change in coverage shall be effective until at least thirty (30) days after receipt of written notice to the Lessor.

**13. Assignment; Sublease.** The Lessee may not assign this Lease and the Lessee may

not sublease the Premises in whole or in part.

**14. Lessor's Right of Access.** The Lessor, or the Lessor's employees or agents, shall have the right to enter the Premises in a reasonable manner upon reasonable advance notice to the Lessee to inspect the Premises or to conduct surveys, testing, or studies in connection with any engineering, design, financing, or permitting activities related to potential development of the Premises; provided, however, that no notice will be required in emergency circumstances where it is impractical to provide the Lessee with advance notice. The Lessor shall use reasonable efforts to minimize any disruption of the Lessee's activities.

**15. Default.** Each of the following shall constitute an Event of Default:

- a. The Lessee fails to pay real estate taxes, if assessed, as they come due.
- b. The Lessee fails to maintain at all times the insurance required by this Lease.
- c. The Lessee fails to comply with any agreement or requirement in this Lease, other than the obligations listed in subsections (a) and (b), for a period of thirty (30) days after notice from the Lessor.

If an Event of Default has occurred and continues, the Lessor may terminate the Lessee's rights to the use the Premises and pursue any other remedies available under applicable law. The Lessor shall be entitled to collect from the Lessee, in addition to any damages, all reasonable costs, fees, and expenses, including reasonable attorneys' fees, incurred by the Lessor in pursuing its remedies.

**16. Termination.** On the expiration of the Term, or any earlier termination of this Lease, the Lessee shall: (a) immediately vacate the Premises; (b) repair all damage to the Premises caused by the Lessee's removal of its equipment and property from the Premises; and (c) restore the Premises to the same condition that existed at the commencement of the Term, reasonable wear and tear excepted. The Lessee's indemnity obligation shall survive the termination or expiration of this Lease.

**17. Entire Agreement, Applicable Law.** This Lease contains the entire agreement of the parties with respect to the leasing of the Premises and no representations or agreements not included in this Lease shall be enforceable unless in writing and signed by the party to be charged. This Lease shall be governed by and interpreted in accordance with the laws of the State of North Carolina.

*[Remainder of page intentionally left blank; Signature page follows.]*

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease to be executed by their duly authorized agents as of on the date first written above.

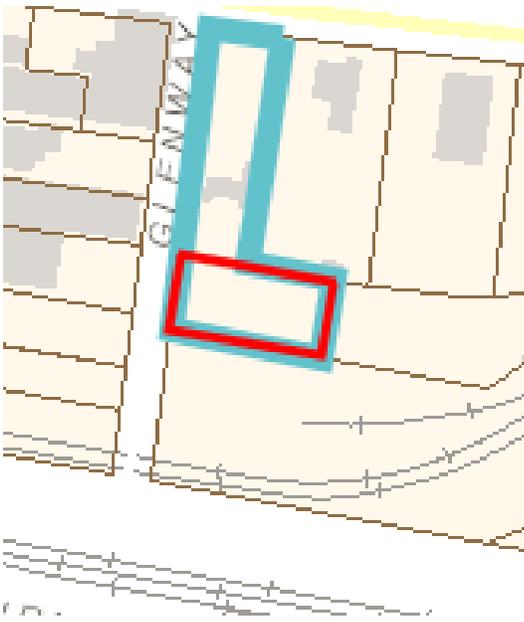
**ALLIANCE REAL ESTATE III,  
INC.**

By: \_\_\_\_\_  
Julia B. Singh, President

**CITY OF BELMONT, NC**

By: \_\_\_\_\_  
Duly Authorized Agent

EXHIBIT A



**CITY OF BELMONT**  
**BELMONT, NORTH CAROLINA**

**REQUEST FOR COUNCIL ACTION**

**DESCRIPTION:** Consider Approval of a Request by the Greater Gaston Development Corporation to Fund an Economic Development Strategic Plan for Gaston County Related to the Charlotte-Douglas International Airport and intermodal Facility

**AGENDA ITEM NO. 7**

**MEETING DATE: 1/3/2017**

**BACKGROUND INFORMATION:**

During the December 5, 2016 City Council meeting Mark Cramer, the Executive Director of the Greater Gaston Development Corporation, presented a request for the City of Belmont to participate in an economic development strategic plan related to the Charlotte-Douglas International Airport. This strategic plan would provide and analysis of how Gaston County can benefit from the economic development opportunities surrounding the airport and intermodal facility. The funding request is for up to \$17,500 from the City of Belmont.

The City Council requested additional information from Mr. Cramer at this meeting. Enclosed is the updated presentation materials that Mr. Cramer submitted. He has met with other Gaston County jurisdictions during the month of December as well.

---

**CITY MANAGER'S RECOMMENDATION:**

The city manager recommends approval of this funding request for this study.

---

**ACTION TAKEN:**



# Gaston County CLT Airport Positioning Strategy

Belmont City Council

January 3, 2017

# PRESENTATION OUTLINE

- Concept
- Charlotte's Airport Area Development Plan
- The Gaston County-Wide Opportunity
- Execution and Management
- Funding
- Deliverables and Broader Objectives

# CONCEPT

- Develop a strategy to maximize the benefits throughout our County and cities of our unique position adjacent to the CLT Airport and its Intermodal Center
- Leverage the almost \$1M spent by CLT during 2016 to develop its CLT Airport Area Development Plan
- Become an integral and complementary part of the CLT Plan and thus part of the “CLT Airport Story”
- Shape our own destiny as it relates to CLT and future economic opportunities

# Charlotte-Douglas International Airport

- 5<sup>th</sup> busiest airport in the U.S.
- 6<sup>th</sup> busiest airport in world
- 44.9 million travelers in 2015
- \$10-12 Billion economic impact to region
- 100,000 jobs direct/indirect



# Charlotte Regional Intermodal Center at CLT

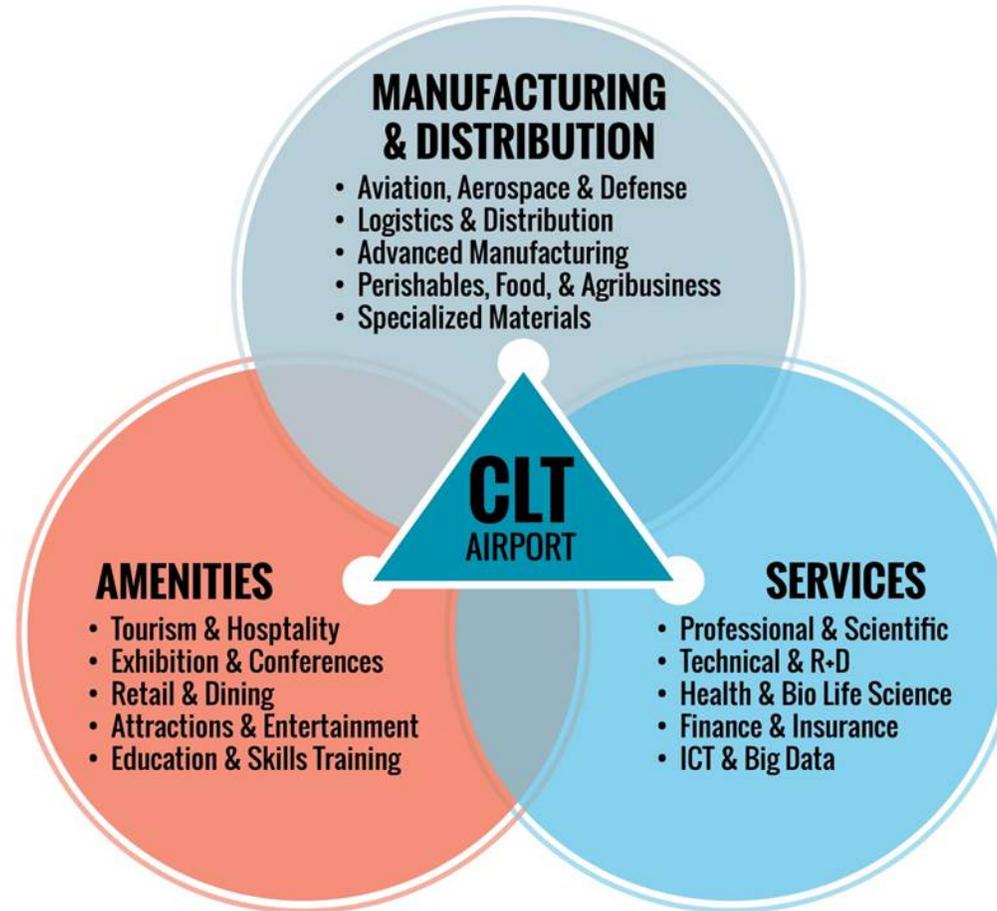
- Can lift 200,000 containers annually and can expand to 600,000 annually
- The facility is expected to generate \$7.6 billion in regional economic development throughout the next 20 years.
- It also promises to create more than 7,000 jobs in Charlotte and the surrounding region by 2030

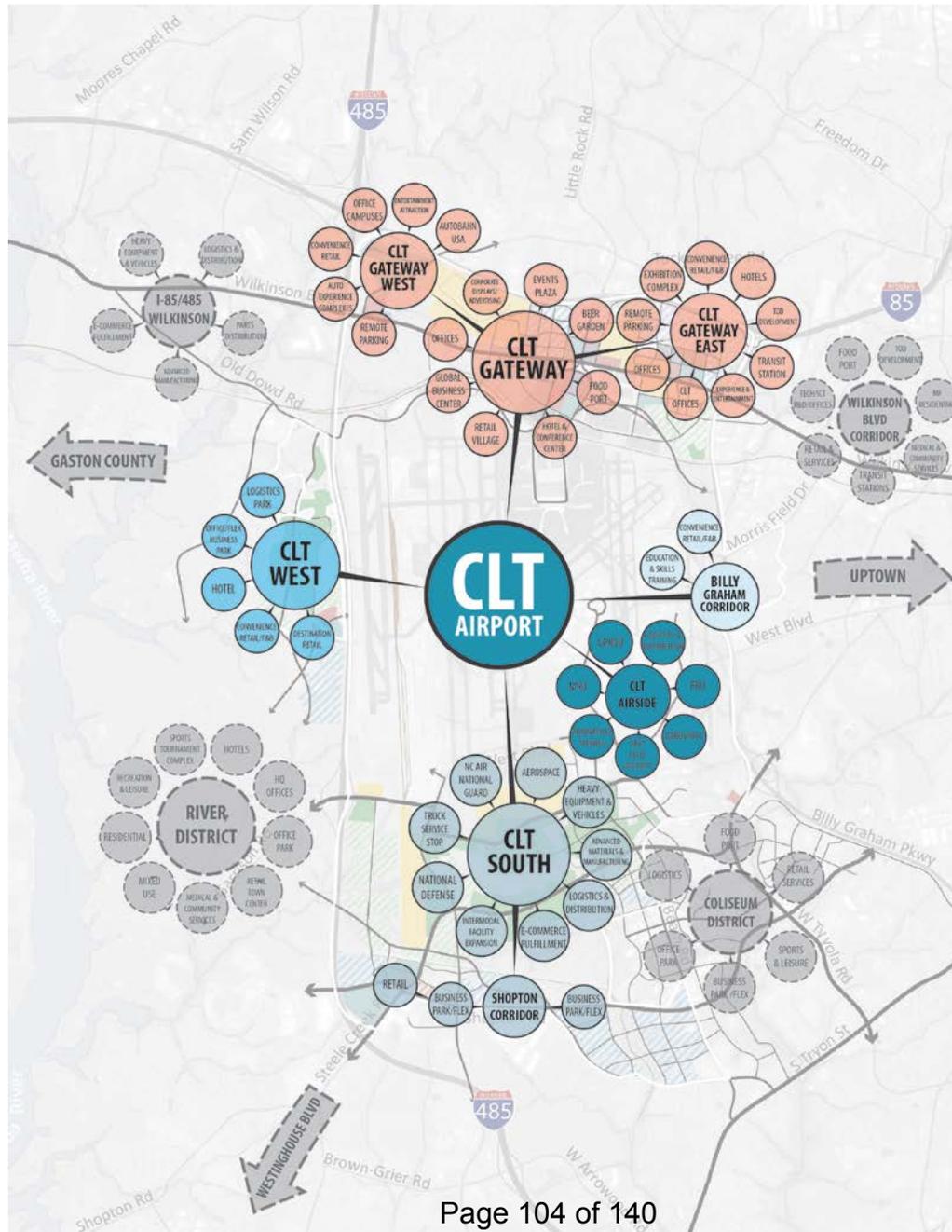


# CLT Airport Area Development Plan



# CLT AASDP STUDY AREA TARGET ECONOMIC CLUSTERS





# PRIMARY ELEMENTS OF DRAFT SCOPE OF WORK

## A. OPPORTUNITY ASSESSMENT

- Existing Conditions and Planning
- Case Study and Trend Identification
- Real Estate Market and Economic Opportunity Analysis
- Identify *Target Economic Clusters/Markets/Opportunity Corridors/Nodes*
- Assess and Identify *Enabling Transportation Improvements*

## B. ECONOMIC-DRIVEN LAND USE AND DEVELOPMENT PROGRAM

- *Prioritization and Phasing* of Opportunity Nodes/Corridors/Areas
- Identify Land Use Scenarios
- Economic-Driven Land Use and Development Program Focus
- Site Concepts for *Priority Opportunity Corridors and Nodes*
- Assess and Identify *Catalyst Projects (i.e., Montcross)*
- Assess Economic Impacts and Benefits

# DEVELOPING THE POSITIONING STRATEGY

## C. RECOMMENDED DEVELOPMENT FRAMEWORK AND ACTION PLAN

- Land Use and Development *Concept Framework*
  - Development *Implementation Action Plan*
  - Target end-users, incentives and inducements
  - *Branding* and *Identity Recommendations*
  - Strategy-Focused *Marketing Materials*
- 
- Why this Approach?
    - Outcome-Oriented Process
    - Economic-Driven
    - Action Plans, Focused Marketing Assistance

# BELMONT AND GASTON COUNTY OPPORTUNITY

- Leverage the almost \$1 million Charlotte planning effort
  - Use data and analysis from CLT study
  - CLT leadership supports compatible plan and will assist
  - Engage same consultant team
- Capitalize on Gaston's unique proximity and access to CLT
- Provide special focus and strategy for recruiting relating to CLT and Intermodal Center users and associated companies
- Become part of the “CLT Story” when companies are recruited to the region

# COLLABORATIVE ACTION

- Public-Private Collaborative Approach
- Steering Committee of Key Gaston Players will guide effort
  - CLT will have representative
- Technical Committee of managers/planners/MPO/other staff
- GGDC will play same role as in GO Campaign
  - Coordinate securing funding
  - Contract administration
  - Fiscal management and accountability
  - Support work of Steering and Technical Committee

# FUNDING

- Public-Private Partnership
  - Goal is 50-50 funding split between public and private
  - Estimate for total cost of project is \$230,000
  - 75% of private sector funding committed
  - Seeking \$17,500 (maximum) from City of Belmont
    - Balance of public funding from Gaston County, Gastonia and Mount Holly
    - Will also approach smaller municipalities for \$3,500 each and will reduce proportionate shares for larger municipalities if secured
  - Possible to split funding between fiscal years if needed
  - For Belmont investment of \$17,500 become part of \$230,000 Plan

# STRATEGY DELIVERABLES

1. Development phasing strategy and Plan to Implement
2. Recommendations on development deal structures
3. Analysis of economic impact (Tax revenue, employment, property tax values) of targeted development
4. Action Plan for development (nodes, corridors, catalysts)
5. Recommended Land Use and development concepts
  - Also includes transportation recommendations
  - Strategy focused renderings, marketing collateral and website
  - Identify potential partners and marketing targets

# BROAD-SCOPE OBJECTIVES

1. Position Gaston County and its municipalities as THE FIRST AND BEST Option outside of Charlotte for CLT and Intermodal Center-related development
2. Put Gaston County on the new CLT Airport map
3. Identify the best development opportunities for Gaston County and target those companies
4. Feed into and inform planning and economic development strategies of Belmont, Gaston County, etc.
5. Support economic analysis for Catawba Crossings East-West Transportation Corridor Study

**CITY OF BELMONT**  
**BELMONT, NORTH CAROLINA**

**REQUEST FOR COUNCIL ACTION**

DESCRIPTION: Approval of Amendments to the Approved Budget for FY2016-2017

AGENDA ITEM NO. 8

MEETING DATE: 1/3/2017

**BACKGROUND INFORMATION:**

NCGS 159-15 allows cities to amend their approved budgets as necessary during the fiscal year to reflect changes in revenues and expenditures. We are at the halfway point in the fiscal year, and city staff would like to amend the approved budget to reflect several changes that have occurred since the budget was approved.

**General Fund Amendments**

Assuming that the City Council approved the capital item financing package found under item f in the consent agenda, we need to show the \$450,000 in loan proceeds as revenue and add the corresponding \$450,000 in capital expenditures paid for by the loan to the capital outlay line item.

**Water and Sewer Fund**

The City has made sewer improvements to the Cottonwood, Chronicle, and Pebble Creek neighborhoods this year. These improvements were financed by a Clean Water State Revolving Fund loan. We need to show the loan proceeds to date of \$879,668 as a new revenue in this fund. We anticipate receiving additional loan proceeds later in the fiscal year. We need to show the expenditures of this project to date, which are \$1,527,000, as a new expenditure. We have also paid for several pieces of water and sewer equipment and vehicles from cash reserves instead of financing them, and need to amend the capital outlay and transfer to capital reserve to reflect these purchases.

**Stormwater Fund**

The stormwater fund revenues need to be amended to reflect the loan proceeds of \$240,777 for the new street sweeper. There is a corresponding amendment to capital outlay for this purchase. This year's debt service payment of \$25,129 for the street sweeper will be paid by reducing the amount to be transferred to capital reserve.

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**CITY MANAGER'S RECOMMENDATION:**

The city manager recommends approval of these budget amendments.

---

**ACTION TAKEN:**

**CITY OF BELMONT  
 AN ORDINANCE TO AMEND THE  
 BUDGET FOR FISCAL YEAR 2016-2017  
 BUDGET AMENDMENT 1**

**WHEREAS**, an ordinance establishing an annual budget for the City of Belmont for the 2016-2017 fiscal year has been prepared and approved by the City Council in conformance with North Carolina General Statute 159-8; and

**WHEREAS**, North Carolina General Statute 159-15 provides for the amendment of the budget ordinance by the City Council as determined appropriate; and

**WHEREAS**, an amendment to the budget ordinance for fiscal year 2016-2017 is needed to reflect certain alterations to the authorized revenues and expenditures of the General Fund since the beginning of the budget year:

**NOW, THEREFORE, BE IT ORDAINED** by the City Council for the City of Belmont at this meeting of the City Council held on January 3, 2017 that the following amendments be made to the budget ordinance for fiscal year 2016-2017:

**SECTION 1. GENERAL FUND**

	<b>FROM</b>	<b>TO</b>
ANTICIPATED REVENUES		
Loan Proceeds	\$ 0	\$ 450,000
<b>TOTAL ANTICIPATED REVENUES</b>	<b>\$ 10,297,947</b>	<b>\$ 10,747,947</b>
ANTICIPATED EXPENDITURES		
Capital Outlay	\$ 608,000	\$ 1,058,000
<b>TOTAL ANTICIPATED EXPENDITURES</b>	<b>\$ 10,297,947</b>	<b>\$ 10,747,947</b>

**SECTION 2. WATER & SEWER FUND**

**FROM TO**

ANTICIPATED REVENUES

Loan Proceeds	\$	0	\$ 879,668
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TOTAL ANTICIPATED REVENUES	\$ 6,238,300	\$7,117,968
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ANTICIPATED EXPENDITURES

Capital Outlay	\$ 600,000	\$ 1,125,000
----------------	------------	--------------

CWSRF Sewer Rehab	\$ 0	\$ 1,527,000
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Transfer to Capital Reserve	\$ 1,172,332	\$ 0
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TOTAL ANTICIPATED EXPENDITURES	\$ 6,238,300	\$7,117,968
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**SECTION 3. STORMWATER FUND**

**FROM TO**

ANTICIPATED REVENUES

Loan Proceeds	\$	0	\$ 240,777
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TOTAL ANTICIPATED REVENUES	\$ 390,000	\$ 630,777
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ANTICIPATED EXPENDITURES

Capital Outlay	\$ 65,000	\$ 305,777
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Transfer to Capital Reserve	\$ 73,555	\$ 48,426
-----------------------------	-----------	-----------

Debt Service	\$ 19,520	\$ 44,649
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TOTAL ANTICIPATED EXPENDITURES	\$ 390,000	\$ 630,777
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Ordinance adopted this 3rd day of January, 2017.

\_\_\_\_\_  
Charles R. Martin, Mayor

Attest:

Attest As To Form:

\_\_\_\_\_  
Debra Brown, City Clerk

\_\_\_\_\_  
Parks Wilson, Jr., City Attorney

**CITY OF BELMONT**  
**BELMONT, NORTH CAROLINA**

**REQUEST FOR COUNCIL ACTION**

**DESCRIPTION:** Consider Approval of a Main Street Façade Enhancement Grant for 27 East Catawba Street

AGENDA ITEM NO. 9

MEETING DATE: 1/3/2017

**BACKGROUND INFORMATION:**

Fig Tree Holdings , LLC has applied for two Main Street Façade Enhancement Grants in the amount of \$2,500 each (totaling \$5,000) to replace the existing cedar shingle awning with a new metal standing seam awning on its building located at 27 East Catawba Street. Since this building has frontage on two streets, it is eligible for two grants. This building houses RJ Schrif Private Asset Management firm and other businesses.

The Main Street Advisory Board met on December 6, 2016 to review this application, and recommended that the City Council approve it.

Downtown Director Vicki Davis will present this request.

---

**CITY MANAGER’S RECOMMENDATION:**

The city manager recommends approval of this façade enhancement grant.

---

**ACTION TAKEN:**



**To: City Council**  
**From: Main Street Advisory Board**  
**Subject: Façade Enhancement Grant**  
**Applications # 2016.11 & # 2016.12**

***Background:***

The Façade Enhancement Grant Program was approved by Council February, 2016. Applications #2016.11 and #2016.12 have been reviewed by the Main Street Design Committee and Main Street Advisory Board.

***Purpose:***

- The Main Street Façade Enhancement Grant program is available to business and property owners that are located within the Main Street District.
- The purpose of the grant is to provide financial incentives that will encourage private investment in the preservation, restoration, and enhancement of downtown building facades. This investment will contribute to and enhance the unique character of downtown Belmont.

**Eligibility**

- Any owner or tenant of a commercial building located within the Main Street District as identified by the City of Belmont may apply.
- Tenant applicants must submit owner's written permission with application.
- A façade is defined as an individual storefront or commercial building wall which faces a public right-of-way or is otherwise visible to the general public.
- For buildings with multiple public-facing facades (i.e. corner buildings), each façade is eligible for a grant. Applications must be filed separately and each is treated independently.



## Façade Enhancement Grant Applications

### Main Street Board Review

The Main Street Advisory Board reviewed the Design Committee’s recommendations for two Façade Enhancement Grant application received for 27 E Catawba Street on December 6, 2016.

**Recommendations** were approved, as follows:

### FEG Application #2016.11 & 2016.12 – 27 E Catawba Street

Address	Work	Project Estimate	Grant Request	Project Deadline
27 E Catawba (South)	Remove cedar shingles Replace w/ standing seam metal	\$6,300	\$2,500	3 months
27 E Catawba (West)	Remove cedar shingles and replace with standing seam metal	\$6,300	\$2,500	3 months

**[Total Amount Recommended: \$5,000]**

**Conditions:** Property must remain compliant, including a suitable design and material for the upper-level screen for roof-top equipment.

### FY 2016-17 Budget Summary

[Main Street Programming Budget: \$23,000; \$10,000 Façade Grant]

Applications YTD	Funds Awarded [Active]	Funds Disbursed [Completed]
#2016.03 – 117 S Main Street		\$2,500
#2016.04 – 55 Glenway Street [Expired]		
#2016.08 – 106 N Main Street	\$1,780.25	
#2016.09 – 106 N Main Street	\$ 689.25	
#2016.10 – 124 N Main Street	\$2,096.50	
<b>Totals (\$7,066)</b>	<b>\$4,566.00</b>	<b>\$2,500</b>

**City Council Action:** Review and consider recommendation of Main Street Advisory Board for approval, approval with conditions, or disapproval. If approved, specify the amount of grant awarded.



Main Street &  
Rural Planning Center  
COMMERCE

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North Carolina Department of Commerce  
North Carolina Main Street Center

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# Design Proposal

## Contents

Work Description  
Conceptual Rendering

October 14, 2016

Revised

October 21, 2016

North Carolina Main Street  
4313 Mail Service Center  
Raleigh, N.C. 27699-4313  
(919) 571-4900

Western Regional Office  
31 College Place, Bldg B  
Asheville, NC 28801  
(828) 251-6914

Design prepared by:

Main Street Fellows  
UNCG Department of  
Interior Architecture  
jrleimen@uncg.edu



Center for Community-Engaged Design  
The University of North Carolina at Greensboro • Department of Interior Architecture



Existing Front Facade

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Scheme A: Proposed Front Facade

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Scheme B: Proposed Front Facade

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27 E. Catawba St.

Belmont, NC 28012

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## Facade Enhancement Description



**Metal Roofing Systems, Inc.  
Standing Seam Metals  
Hemlock Green**

27 E. Catawba Street, Belmont NC is listed as a non-contributing building in the Belmont Historic District. The one story brick veneered commercial building with tall, narrow non-operable windows was constructed in 1973. The building has a flat roof but is wrapped with a shingled mansard-shaped roof canopy.

A conceptual rendering for the street facade is included. The proposed street facade enhancements include removing the existing wood shingles, assessing the condition and repairing the underlying structure, and installing a standing seam metal awning/roof.

### Work Description:

- Remove all wood shingles.
- Inspect and assess the condition of the underlying shingle support system. Repair as necessary.
- Scheme A: Install standing seam metal panels, attaching them to the current support system. Metal panels to be Metal Roofing Systems, Inc. Hemlock Green, or equal in another brand. For more information about Metal Roof Systems, Inc., please visit: <http://metalroofingsystems.biz/index2.htm>
- Scheme B: Remove structure for the highest shingle clad parapet attached to the flat roof perimeter. Modify the height of the flanking canopies as illustrated in the rendering, to align with the height of the front canopy. Note: Verify that the lower metal canopies will still screen from view any mechanical equipment on the roof.

*Please note that the appearance of recommended colors and samples provided in this proposal will vary depending on computer screen or printer used.*



Examples of contemporary standing seam canopies.



**Scheme A: Conceptual Rendering 27 E. Catawba St. Facade**  
**Belmont, NC 28012**



**Scheme B: Conceptual Rendering 27 E. Catawba St. Facade**  
**Belmont, NC 28012**

**CITY OF BELMONT**  
**BELMONT, NORTH CAROLINA**

**REQUEST FOR COUNCIL ACTION**

**DESCRIPTION:** Consider Request for Additional Funding for Davis Park Restroom Renovation Project

AGENDA ITEM NO. 10

MEETING DATE: 1/3/2017

**BACKGROUND INFORMATION:**

In 2008 the City of Belmont and Gaston Family YMCA approved an agreement where the City would build athletic fields on Perfection Road for shared use with the YMCA and the YMCA would pay the City \$250,000 over five years. This agreement was amended in 2010 and again in 2013 to extend payment terms. The YMCA has now paid the full amount of \$250,000 to the City of Belmont.

At the October 5, 2015 meeting, the City Council authorized staff to spend \$175,000 of this YMCA funding on four projects to upgrade Reid, Davis, and Gantt Parks. The only project not completed is an upgrade to the restroom, concession stand, and press box building at Davis Park.

The original estimate from BowerTraust for the restroom building at Davis Park was \$71,225, which fit into the approved project budget. During the plan review process with Gaston County Building Inspections, the scope of bringing this building up to current building code standards has added cost to the project. The cost of this project is now \$95,000. The City also needs to replace several of the existing bleachers with ADA compliant bleachers, adding to the project cost.

The city staff requests to use an additional \$30,000 from the YMCA funding to complete this project. This building is used by families who picnic and play at the park, Belmont Middle School athletic teams, and Belmont Optimist football teams. The current building is old and does not comply with the ADA. Demolishing it and replacing it with a prefabricated building similar to the one at Gantt Park would cost more than the BowerTraust quote to renovate the existing building.

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**CITY MANAGER'S RECOMMENDATION:**

The city manager recommends approval of this request for additional funding.

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**ACTION TAKEN:**



# City of Belmont

115 N. MAIN STREET  
POST OFFICE BOX 431  
BELMONT, N.C. 28012  
PHONE (704) 825-5586

## Memorandum

To: Adrian Miller – City Manager

From: David Isenhour – Director of Public Works

Date: December 7, 2016

Re: YMCA – Approved Funds and Completed Projects

Per our meeting this morning and your request please find listed below the current completed parks projects that were approved by Council through funding of the YMCA reimbursement program. As you recall Council approved \$175,000.00 for various parks improvements with the majority going towards Reid Park and the renovation's to the Davis Park restroom and press box facility:

- 1.) **\$17,806.00** – Down payment to BowerTraust for plans/drawings to county inspections of new construction of Davis Park restroom facility – based on original quote of \$71,225.00 - \* **\$53,425.00 remaining but construction has been halted due to county regulations and new proposed ADA requirements.**
  - 2.) Reid Park Basketball court ..... \$ 25,893.00
    - Basketball backboards/hoops for Reid .... \$ 9,750.00
    - New bleachers for Reid..... \$ 3,757.00
    - Painting of Reid court..... \$ 1,800.00
    - Damaged backboard replacement..... \$ 890.00
    - New Reid Park Sign..... \$ 520.00
    - Grading and Paving of Reid Park parking lot..... \$ 36,417.00
  - 3.) New fencing for Gantt Park Soccer Fields ..... \$ 9,743.00
- TOTAL SPENT TO DATE: \$ 106,579.00**

Please note that we haven't spent the \$53,425.00 from the original Davis Park construction quote but the new proposal we received this week has now been quoted at \$95,000.00 due to ADA requirements. Less the \$17,806.00 down payment applied - the construction balance would now be at \$77,194.00 Also, in order to meet further ADA requirements in this park the city would have to purchase two new sets of ADA approved wheelchair bleacher set's and remove two non-conforming bleachers that are now in place. This is a requirement to reduce the number of "seats" in the bleacher sections in order not to have more required restrooms. The cost of the new bleachers is approximately \$10,000 each putting our remaining construction costs for Davis Park around \$97,000 plus....

These completed projects and remaining construction costs would now surpass \$204,000.00

Thanks Adrian

CITY OF BELMONT  
BELMONT, NORTH CAROLINA

REQUEST FOR COUNCIL ACTION

DESCRIPTION: Planning and Zoning Board Report

ITEM NO. 11

MEETING DATE: 1/3/2017

BACKGROUND INFORMATION:

Enclosed are the minutes from the December 15, 2016 meeting of the Planning and Zoning Board. No action is needed.

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CITY MANAGER'S RECOMMENDATION:

This is for information only. No action is needed.

---

ACTION TAKEN:

The Belmont planning and zoning board met Thursday, 15 December 2016, at city hall, 115 N. Main St., at 7 p. m.

Members present

- Neil Brennan
- Patricia Franks
- Jim Hefferan
- Beth Lloyd
- Allison Cottingham
- David Baker
- Andrew Miller
- Walter Dixon

Staff present

- Shelley DeHart
- Alex Robinson
- Melissa Lockamy
- Parks Wilson, counsel

Acronyms	
<b>LDC</b>	Land development code
<b>LUP</b>	Comprehensive land use plan
<b>TA</b>	Text amendment
<b>MDP</b>	Major development plan

A quorum having been met, chairman Brennan called the meeting to order.

**Set agenda:** Patricia Franks moved to set agenda as presented, second by Jim Hefferan. Motioned passed by unanimous vote.

**Approval of 17 November 2016 minutes:** Walter Dixon moved to approve minutes. Allison Cottingham seconded the motion. The motion passed by unanimous vote (6-0).

**MDP 2016.03 – Nixon Road subdivision** – Planning Director Shelley DeHart presented a request to approve with conditions a proposed 164-lot residential community of approximately 83 acres located on Nixon Road. The proposed community includes open space, roadway dedication, and tree preservation areas in compliance with the city land development code (LDC). The applicants are property owners RM Nixon Road, LLC (PIDs 188088, 188087, and 188095), Ebrahim S. Mowlavi (PID 188090) and their agent, Tom Waters of Provident Land Services. Shelley DeHart presented the details of the project in the areas of performance standards, open space and tree save areas, transportation, and community image, stating the project as conditioned complies with the LDC.

Chairman Brennan opened the public comment portion of the meeting, calling the applicant, Tom Waters of Provident Land Services, to the podium. Mr. Waters introduced the development team and reviewed their vision for the future community. Patricia Franks asked if any amenities were planned within the open space areas, such as a playground or clubhouse. Mr. Waters reported not at this time. Their team will work with the proposed builder, David Weekley Homes, to determine what amenities will be provided in the future.

Bobby Williams of 1800 Southridge Dr. asked about lighting on Nixon Road and proposed alley width. Staff responded to questions. John Rhodes of 121 Creek Hollow Tr. voiced concerns about traffic. Katie Goforth of 111 Creek Hollow Tr. voiced concerns regarding environmental protection

of creek area, tree removal, traffic, and school impacts. Mr. Waters discussed his company's process for protecting the creek and tree areas.

Allison Cottingham asked if the numbers of units are capped or can they add additional units to the proposed 164 lots. Shelley DeHart explained the LDC provides the opportunity to add additional lots up to five percent; however, this project is conditioned to a maximum of 164 lots. Any additional lots would require the applicant to come back before the planning board and city council.

Hearing no additional comments or questions, chairman Brennan called for a motion. Jim Hefferan motioned to recommend approval as conditioned to the city council. Patricia Franks seconded the motion. The motion passed by unanimous vote (6-0).

**Other business:**

Staff presented the annual 2017 planning board calendar for adoption. Walter Dixon moved to approve, second by Jim Hefferan. The motion passed by a unanimous vote (6-0).

Having no other business, Jim Hefferan moved to adjourn at 8:03 p. m. Neil Brennan seconded the motion, which passed with a unanimous vote.

Adopted this 19th day of January, 2017

---

Neil Brennan, chairman

CITY OF BELMONT  
BELMONT, NORTH CAROLINA

REQUEST FOR COUNCIL ACTION

DESCRIPTION: Board of Adjustments Report

AGENDA ITEM NO. 12

MEETING DATE: 1/3/2017

BACKGROUND INFORMATION:

Enclosed are the minutes from the December 8, 2016 meeting of the Board of Adjustments. No action is needed.

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CITY MANAGER'S RECOMMENDATION:

This is for information only. No action is needed.

---

ACTION TAKEN:

The Belmont board of adjustment met Thursday, 8 December 2016, at Belmont city hall, at 7 p. m.

**Members present:**

- Neil Brennan
- Jay Green
- Jim Hefferan
- Leighton Stamps
- Vernon Abernethy

**Staff present:**

Shelley DeHart  
Alex Robinson  
Melissa Lockamy

Chairman Neil Brennan called the meeting to order. City clerk Debra Brown administered the oath of office to Jay Green and Jim Hefferan.

Neil Brennan asked if there were any changes or corrections to the 25 August 2016 board minutes. None was offered, and the minutes were unanimously approved.

Shelley DeHart said staff would check on the revision to the rules of procedure by the board attorney and would distribute the final version to the board. The board briefly discussed with staff the sequence of events following a board decision, including notifying the applicant in writing and outlining the appeals process.

Alex Robinson moderated a PowerPoint presentation on the duties of the board of adjustment and its responsibilities in the cases of variances vs. appeals.

Shelley DeHart introduced the next item on the agenda, a mock variance case designed to serve as training for the board. The case involved an accessory structure (one-car garage) built without proper permitting, with the applicant explaining he lived in a former mill village and had very little rear yard for such a structure. After going through the motions of an actual case, the board decided by unanimous vote that the structure could remain as long as the applicant received all the proper permits. (Melissa Lockamy portrayed the staff presenter, Alex Robinson acted the part of the applicant, and Shelley DeHart played an aggrieved neighbor.)

Vernon Abernethy moved to adopt the proposed 2017 meeting date schedule, with the second Thursday of each month designated as the regular monthly meeting date. Jay Green seconded, and the motion passed unanimously.

Having no other business, Jay Green moved to adjourn. Motion was seconded by Jay Green and passed with a unanimous vote. The meeting adjourned at 8:58 p. m.

---

Neil Brennan, Chairman

CITY OF BELMONT  
BELMONT, NORTH CAROLINA

REQUEST FOR COUNCIL ACTION

DESCRIPTION: Main Street Advisory Board and Downtown Belmont Development Association Report

AGENDA ITEM NO. 13

MEETING DATE: 1/3/2017

BACKGROUND INFORMATION:

Enclosed are the minutes from the December 6, 2016 meetings of the Main Street Advisory Board and Downtown Belmont Development Association. No action is needed.

---

CITY MANAGER'S RECOMMENDATION:

This is for information only. No action is needed.

---

ACTION TAKEN:

# Downtown Belmont Development Association

Board of Directors Meeting Minutes

City Hall Centennial Room

December 6, 2016 @ 8:25 am

## Members present:

<input checked="" type="checkbox"/> John Church	<input checked="" type="checkbox"/> Jonathan Taylor- Chair	<input checked="" type="checkbox"/> Christina Moose
<input type="checkbox"/> Cynthia Ruen	<input checked="" type="checkbox"/> Julie Seligman	<input checked="" type="checkbox"/> Doug Gadd
<input checked="" type="checkbox"/> Ryan Schrift	<input checked="" type="checkbox"/> Shelley DeHart	<input checked="" type="checkbox"/> Ted Hall
<input checked="" type="checkbox"/> Angela Street		

Staff present: Vicki Davis – Downtown Director

Guest – Jennifer Church

Meeting was called to order by Chairman Jonathan Taylor.

## Adoption of Minutes

In consideration of the October 4, 2016 minutes, Jonathan Taylor made a motion, seconded by John Church, and the minutes were approved unanimously.

In consideration of the November 4, 2016 minutes, John Church made a motion, seconded by Taylor, and the minutes were unanimously approved by the board.

## Financial Report

The financial report was presented and reviewed. John Church made a motion for approval, seconded by Taylor, and approved unanimously.

## Proposal from Belmont Merchants Association (BMA)

Financial and budget information for the Friday Night Live Concert Series was reviewed and the proposal from the Belmont Merchants' Association to transfer the event to DBDA was discussed. Questions and comments included:

- Some merchants report little to no benefit.
- Merchants dislike road closure.
- Lack of volunteer support was a main challenge for BMA.
- Will we have sponsors? Volunteers?
- It can be a profitable event with several variables such as rain insurance.
- Can we manage the start-up funds needed?
- What are pros? Cons? Alternate options?
- Is it too late to book quality bands? (Answer no, most contracts were signed in February)
- Would the City be interested in taking the event? (Not likely an option due to the nature of the event).
- Would like to see more City support for the event. (Response: the City already invests \$20,000 in in-kind services and financial support.)

Following a lengthy discussion of the event the consensus of the board was that DBDA does not support the Friday Night Live Series, but would possibly support another type of partnership series. An ad hoc committee will be formed to serve as a task force, working with the BMA to develop a plan and budget for a concert series.

Ms. Davis will call a meeting to include Jennifer Church, Ted Hall, Angela Street, Shelley DeHart, Julie Seligman, Jonathan Taylor, and members of the BMA.

### **DBDA Elections**

Ms. Davis explained the DBDA Officer elections, as outlined in the by-laws. The four officers (chair, vice chair, treasurer, and secretary) will be elected in the January meeting.

Ms. Davis asked members to submit any nominations for the officers positions to her via email. Once elected, the officers make up the executive board, who will make the committee chair appointments.

Chairman Taylor adjourned the meeting at 9:15 am.

# BELMONT

## MAIN STREET

Board Meeting Minutes  
 City Hall Centennial Room  
 December 6, 2016  
 7:30 am

Board Members present:

<input checked="" type="checkbox"/> John Church	<input checked="" type="checkbox"/> Jonathan Taylor- Chair	<input checked="" type="checkbox"/> Christina Moose
<input type="checkbox"/> Cynthia Ruen	<input checked="" type="checkbox"/> Julie Seligman	<input checked="" type="checkbox"/> Doug Gadd
<input checked="" type="checkbox"/> Ryan Schrift	<input checked="" type="checkbox"/> Shelley DeHart	<input checked="" type="checkbox"/> Ted Hall
<input checked="" type="checkbox"/> Angela Street	<input checked="" type="checkbox"/> Adrian Miller (SDH alt.)	

Staff present: Vicki Davis - Downtown Director

Guest: Jennifer Church

- Chairman Jonathan Taylor called the meeting to order.
- Minutes from the October 4, 2016 meeting were disbursed via email for review. A motion to approve was made by Shelley DeHart, seconded by Angela Street and approved unanimously by members present.

Minutes from the November 4, 2016 meeting were disbursed via email for review. A motion to approve was made by Shelley DeHart, seconded by John Church and approved unanimously by members present.

- Committee Updates:  
 Organization Committee – Julie Seligman
  - The organization committee planned and held the first Downtown Partners forum on November 17<sup>th</sup> to discuss the planning parking lot construction next to City Hall. The forum was well attended with approximately 30 business and property owners, city council, staff, and Main Street board members represented.
    - The committee would like to hold the Downtown Partner forums quarterly, or as otherwise needed. Target for next forum is February, 2017.
  - The committee is working to develop a block captain program to improve communication channels to downtown stakeholders.
  - Committee chairs were asked to review the Main Street /Downtown page on the city website to determined needed updates to be made the beginning of the year.

Design Committee – Cynthia Ruen (no report due to absence)

- Ms. Davis reported that the committee will post an application for new committee members to the City website which will be active until January 15<sup>th</sup>.

Promotions Committee – Christina Moose

- Belmont Christmas Village will be Friday, December 9<sup>th</sup> from 6 to 9 pm. Event volunteers are still needed.

Economic Restructuring – John Church

- Committee is considering a new members who has expressed interest.
- Continued discussion of the committee’s November trip to Greenville regarding public parking was held.
- Parking Survey – John reported that the survey questions are ready to publish and requested assistance from City staff and the board to promote the survey to citizens and downtown affiliates and visitors. Discussion ensued with suggestions to do a utility bill insert, post on the City website and Facebook page. It was also suggested to include a letter from the Main Street Chair as an introduction to the survey.
  - Jennifer will draft a letter for J. Taylor’s signature.
  - Shelley will check with Elizabeth regarding insert deadlines.
  - Target to launch survey is January.
- Property owner groups were discussed including the need to provide local development statistics including number of permits, homes planned/approved, etc. on the website as well as a method of communication to property owners such as periodic meetings.

Façade Enhancement Grant:

- Vicki Davis presented FEG applications #2016.11 and #2016.12 for 27 E Catawba Street, submitted by Douglas Shrift. The application include design renderings provided through the NCMS Design Services in partnership with the University of North Carolina. The proposal is to enhance the façade by removing and replacing the existing cedar shingles with a standing seam metal material. The applicant provided a quote for the replacement of the screen and a quote for only the lower-level façade, indicating that he does not plan to replace the screen.
  - Ryan Shrift recused himself from the discussion and vote.
  - The recommendations of the Design Committee are to approve the application for replacement of the lower-level facades only, unless they would be required to replace the screen. Each façade without the screen replacement totals \$3,744 for a grant of \$1,872. Each façade with the screen replacement totals \$6,300 for a grant of \$2,500 each.
  - Discussion was held regarding concern of exposing the roof-top equipment and whether the property would remain compliant with the equipment screen removed.
  - Shelley DeHart made a motion to recommend approval to Council for applications #2016.11 and #2016.12 for 27 E Catawba Street to remove and replace the existing cedar shingles as quoted by The Ray Company including the screen option. The motion

- was made with the condition that staff would inspect the property after the screen is removed to determine whether or the property would be compliant without it.
- The motion was seconded by John Church and approved unanimously.
  
  - Chair report – Jonathan Taylor
    - ABC Board Report: A local bank loan has experienced a “hiccup” and two other banks have offered support of the loan. A stress-test was conducted which indicated that the ABC store could be profitable within the first four quarters. There are two sites currently under consideration.
  
  - Staff report – Vicki Davis
    - Downtown Parking – Ms. Davis summarized the parking forum held in November and thanked the board members, staff, and council who attended. She is currently conducting personal interviews with businesses and property owners to collect data from which the parking demand can be quantified.
    - Ms. Davis thanked the advisory board for their commitment and participation in the annual planning retreat and reminded members that follow-up committee planning needed to wrap-up in time for the annual report due to the state the first week in January.
    - Council workshop – The City Council has their annual planning workshop on January 20<sup>th</sup> and 21<sup>st</sup>. Ms. Davis is scheduled to discuss downtown parking, a cooperative trash program, and a potential new incentive program.
  
  - Old/Other business:
    - Ryan Shrift addressed three items he wanted to discuss with the board:
      - Request to take action to extend the Main Street District to include Tastebuds Popcorn. Following a brief discussion, Shrift made a motion to submit the request to North Carolina Main Street to extend Belmont’s Main Street District to include 208 N Main Street. The motion was seconded by Taylor and passed unanimously.
      - Enforcement of timed parking came up again in the Downtown Partners Forum and continues to be identified as an issue for downtown businesses. In response to Shrifts concern, Christina Moose mentioned that a courtesy warning note as a first step has been discussed in the past, stating that most often the violators are business owners and employees. The board agreed to discuss this further.
      - Shrift informed the board the discussions with City Council have continued regarding the purpose of the Façade Enhancement Grant, stating that the question of financial need has been raised again. The

consensus of the board was that the incentive is for investment in downtown properties and not based on financial need. Ms. Davis will Be sure to include a purpose statement in future presentations to the Council.

Having no other business, Jonathan Taylor motioned to adjourn, seconded by John Church and unanimously approved at 8:25 am.

CITY OF BELMONT  
BELMONT, NORTH CAROLINA

REQUEST FOR COUNCIL ACTION

DESCRIPTION: Water and Sewer Committee

Report AGENDA ITEM NO. 14

MEETING DATE: 1/3/2017

BACKGROUND INFORMATION:

Enclosed are the minutes from the December 5, 2016 meeting of the Water and Sewer Committee. No action is needed.

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CITY MANAGER'S RECOMMENDATION:

This is for information only. No action is needed.

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ACTION TAKEN:

The Water & Sewer Committee met on December 5, 2016 at 4:00 p.m. in the Council Chambers at Belmont City Hall. Members presents: Ryan Schrift, Richard Turner, Doug Gadd, Martha Stowe, Ron Foulk, and Mayor Charles Martin. Also present were City Manager Adrian Miller, Public Works Director David Isenhour, Utilities Director Chuck Flowers, City Clerk Debra Brown, and Cavanaugh & Associates Representative Will Jernigan.

City Manager Adrian Miller advised the purpose of the meeting was to kick-off our Utility Rate Study with Cavanaugh & Associates and introduced Will Jernigan, Director of Efficiency.

Will Jernigan discussed the water and sewer objectives for the next 5 or more years. He advised the Council would need to model with the qualifying metrics: Available Funds, Debt Service, and Rate Modifications. Will advised of current conditions with use of capital outlay for next 5 years and reserves incorporating the average water & sewer bill of \$64. He also presented the option of removing the water and sewer projects that will have developer reimbursements from the CIP. Will asked the Council to give direction or options to proceed for the study. Council requested a general snapshot for capital to be presented at the Council Retreat in January.

CITY OF BELMONT  
BELMONT, NORTH CAROLINA

REQUEST FOR COUNCIL ACTION

DESCRIPTION: Manager's Report

AGENDA ITEM NO. 15

MEETING DATE: 1/3/2017

BACKGROUND INFORMATION:

Upcoming Events

- The South Point Football State Championship Parade is tomorrow, January 4, at 4 pm.
- The annual city council planning retreat is January 20-21, 2017 at the USNWC.

The water and sewer committee needs to meet in January to discuss a capital project and the Duke Energy plan to provide city water to residents living near Plant Allen. Committee members are Mayor Martin and Councilmen Foulk and Gadd.

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CITY MANAGER'S RECOMMENDATION:

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ACTION TAKEN:

CITY OF BELMONT  
BELMONT, NORTH CAROLINA

REQUEST FOR COUNCIL ACTION

DESCRIPTION: Other Business

AGENDA ITEM NO. 16

MEETING DATE: 1/3/2017

BACKGROUND INFORMATION:

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CITY MANAGER'S RECOMMENDATION:

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ACTION TAKEN:

CITY OF BELMONT  
BELMONT, NORTH CAROLINA

REQUEST FOR COUNCIL ACTION

DESCRIPTION: Closed Session: Property Acquisition

AGENDA ITEM NO. 17

MEETING DATE: 1/3/2017

BACKGROUND INFORMATION:

As authorized by NC General Statute 143-318.11(a), a closed session will be conducted to discuss property acquisition.

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MANAGER'S RECOMMENDATION:

Conduct closed session.

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ACTION TAKEN