

## CITY COUNCIL REGULAR MEETING

City Council Chambers

Monday, April 14, 2025 at 7:00 PM

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### AGENDA

#### Call to Order, Prayer, Pledge of Allegiance

**Adjustment and Approval of the Agenda** — *Items will only be added or removed with the approval of the Mayor and City Council.*

#### Special Presentations

1. **Students of the Month:** Mayor & City Council will recognize the students of the month for April 2025 from Bessemer City area schools: Bessemer City Primary School, Bessemer City Central Elementary School, Tryon Elementary, Bessemer City Middle School, and Bessemer City High School.
2. **Bessemer City Athletic Presentation:** Mayor & City Council will recognize Tionna Pettus, Bessemer City High School basketball player for scoring over 1,000 points in her athletic career.
3. **City Employee Recognition:** Mayor & City Council will recognize the family of late Brad Kelly.

**Request to Speak/Opportunity for Public Comment** — *This is an opportunity for members of the public to express items of interest to the Mayor and City Council. This is not a time to respond or take action. Any necessary action will be taken under advisement. Speakers are asked to use proper decorum and to limit comments to no more than three minutes.*

4. **Public Comment Acknowledgment:** City Manager, Josh Ross will provide clarity on items mentioned during public comment, if needed.

**Consent Agenda** — *The items of the Consent Agenda are adopted on a single motion and vote, unless the Mayor and City Council wish to withdraw an item for separate vote and/or discussion.*

5. **Approval of Minutes:** City Council will consider adopting the Meeting minutes of the March 10, 2025 Regular Session.
6. **Approval of Minutes:** City Council will consider adopting Meeting minutes of the March 25, 2025 Work Session.
7. **Interlocal Agreement for Collection of Taxes:** City Staff is seeking approval of an agreement with Gaston County to collect Bessemer City property taxes.

8. **Local Water Supply Plan:** City Council will consider approving a resolution adopting the local water supply plan. The Local Water Supply Plan provides a comprehensive assessment of water supply needs, water use, and water availability.
9. **Ratify Proclamation - Osage Mill Redevelopment Project:** On Wednesday, April 9th Mayor Smith recognized the Osage Mill Redevelopment Project during a ribbon cutting at the site.

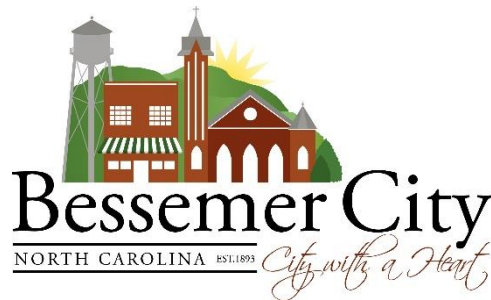
## **Business Items**

10. **Establish Public Hearing for 2025-2026 Proposed Budget:** City Council will consider establishing a public hearing on Monday, May 12th at 7:00 PM to hear public comment regarding the proposed 2025-2026 City budget.
11. **Resolution- Technology Use Policy:** City Council will consider adopting a resolution that governs the use of the City's network and devices owned, leased, maintained by City employees, Mayor and City Council, and appointed boards.
12. **Resolution of Intent - Single Water Rate Structure:** City Council will consider adopting a resolution of intent to transition to a single water rate for residents and non-residents after the Tryon Waterline Project finishes.
13. **Ordinance Amending Zoning Map-** City Council will consider approving an ordinance regarding a zoning map amendment and consistency and reasonableness statement for property located at tax parcels #120283 and #120286 from Neighborhood Residential (NR) to Urban Residential- Conditional District (UR-CD). A public hearing was previously held on Monday, March 10, 2025.
14. **Offer to Sell Property-** City Council will consider accepting an offer to purchase property at 112 W. Virginia Avenue Parcel ID#120802 for \$405,000.00 and allow the City Manager to consummate the sale.
15. **ABC Board Chairman Appointment:** City Council will consider appointing a chairman of the ABC Board, as the position is vacant.
16. **Appointment of Council Member- Ward 1:** City Council will consider making an Board appointment for Ward 1.

## **City Manager's Report**

**Council General Discussion** — *This is an opportunity for the Mayor and City Council to ask questions for clarification, provide information to staff, request staff to report back, or place a matter on a future agenda.*

## **Adjourn**



## CITY COUNCIL REGULAR MEETING

City Council Chambers

Monday, March 10, 2025 at 7:00 PM

### MINUTES

#### Members Present

Mayor, Becky S. Smith, Council Members: Brenda Boyd, Brent Guffey, Nellie Floyd, Michael Brooks, Donnie Griffin and Allen Hook were all present. City Attorney David Smith was present. City Manager, Josh Ross was in attendance virtually. A quorum was present.

#### Call to Order, Prayer, Pledge of Allegiance

Mayor Smith called the meeting to order. Concord United Methodist, Senior Pastor Van Spencer led the audience in prayer. Mayor Smith led the audience in the Pledge of Allegiance.

#### Adjustment and Approval of the Agenda

By motion of Donnie Griffin and unanimous vote, the March agenda was approved with no revisions.

#### Special Presentation

Student Appreciation- Students from Bessemer City High School, Bessemer City Middle School, Bessemer City Central Elementary School, Bessemer City Primary School, and Tryon Elementary were recognized by their principals and City Council as part of the Student Appreciation Program:

Mrs. Doneen Johnson, Principal of Bessemer City High School, and Mayor Smith, recognized the following students of the month: Desiree Jordan and Ashley Marley, 9<sup>th</sup> grade representatives; Lynzee Wyatt, 10<sup>th</sup> grade representative; Hailey Tallent, 11<sup>th</sup> grade representative and Jenny Strickland, 12<sup>th</sup> grade representative.

Dr. Rebecca Wilson, Principal of Bessemer City Middle School, and Mayor Smith, recognized the following students of the month: Raven Whittington, Sampson Costner, and Carlos Fuentes, 6<sup>th</sup> grade representatives; Ky'Lahsia Alston and Angel LeeAnn Stitt, 7<sup>th</sup> grade representatives; Liliana Johnson, Joshua Marlowe, Addyson Leigh Morehead, and Kamarie Smith 8<sup>th</sup> grade representatives; and Liliana Hernandez and Bailee Skidmore, Encore representatives.

Ms. Tawanna Sanders, Behavior Lab & Lead Bus Driver of Bessemer City Central School, and Mayor Smith, recognized the following students of the month: Conrad Anderson, 3<sup>rd</sup> grade representative; Brynnleigh Shoup, 4<sup>th</sup> grade representative; and Availea Morrison, 5<sup>th</sup> grade representative.

Mrs. Erin Morehead, Guidance Counselor of Bessemer City Primary and Mayor Smith, recognized the following students of the month: Sanaa Mobley, Kindergarten representatives; Alaila Cortes, 1<sup>st</sup> grade representative; and Ayva Leach, 2<sup>nd</sup> grade representative.

Mrs. Kelsey Nixon, Kindergarten Administrator of Tryon Elementary and Mayor Smith, recognized the following students of the month: Malakiih Kendrick, Kindergarten representative; Paisley Hill, 1<sup>st</sup> grade representative, Maria Banegas-Yanez, 2<sup>nd</sup> grade representative, Kenneth Eaves, 3<sup>rd</sup> grade representative; Allisen Cinefuego, 4<sup>th</sup> grade representative; and Avery Irby, 5<sup>th</sup> grade representative.

### **Request to Speak/Opportunity for Public Comment**

Mayor Smith opened the floor for public comment. The following individuals came forth:

- Aaron Grosdider of 517 Costner School Road: Mr. Grosdider addressed the Board regarding a city vehicle numbering system. Mr. Grosdider claimed that he witnessed two accounts where city vehicle numbers would have been helpful. In late February, he alleged that he saw a city vehicle pass a stopped school bus. Additionally, he stopped to help a man who was experiencing car trouble along Tryon Road and North 12<sup>th</sup> Street and the man told him that a Bessemer City police vehicle had passed him. The blue lights were not engaged, so he believed the police officer could have stopped to help them.
- Jeremy Willis of 102 N. 9<sup>th</sup> Street: Mr. Willis addressed the Board regarding the rezoning of his commercial property for the sale of cars. Currently his property is zoned for city center, he would like for this to be changed. Mayor Smith informed him that he would have to speak with City Planner, Jamie Watkins to review the process in the City's LDC.

### **Consent Agenda**

The following items on the Consent Agenda were unanimously approved by motion of Brent Guffey:

1. **Approval of Minutes**: City Council will consider adopting the Regular Meeting minutes of the February 10, 2025 meeting.
2. **Approval of Minutes**: City Council will consider adopting Special Session Meeting minutes of the February 27, 2025 meeting.
3. **Approval of Minutes**: City Council will consider adopting Special Session Meeting minutes of the February 28, 2025 meeting.
4. **Street Closure-37th Annual Down Home Festival Ordinance**: City administration is requesting the temporary closure of the 100 Block of West Virginia, East Virginia, West Pennsylvania Avenue, and the 100 Block of North and South 12th Street for the 37th Annual Down Home Day Festival on Thursday, May 8th, Friday, May 9th and Saturday, May 10th, 2025.
5. **Street Closure-Alive! Concert Series 2025**: City administration is requesting the temporary closure of the 100 Block of West and East Virginia Avenue and the 100 Block of North and South 12th Street for the 2025 Alive! Concert Series on the 4th Saturday of each month from April to September from the hours of 2:00PM-10:00PM.

### **Resolution - Approving the Sale of Beer & Wine**

By motion of Brent Guffey and a 4:2 vote, with Brenda Boyd and Donnie Griffin in opposition, the resolution approving the sale of beer and wine at the 2025 ALIVE! Community Concert & Cruise-In Series and 37th Annual Down Home Festival was approved. The Illusions Dance Troup, LLC from Belmont, NC will be the third-party organization selling the beer and wine.

### **Consistency & Reasonableness Statement (CD 04-2024)**

By motion of Michael Brooks and unanimous vote, the consistency and reasonableness statement reaffirming the denial for rezoning request CD 04-2024 for property located at 610 S. Skyland Drive was adopted.

### **Public Hearing - Rezoning Request CD 05-2024 (N. 12th Street/Parkview Commons):**

City Planner, Jamie Watkins addressed Council regarding a rezoning request for property located at tax parcels #120283 and #120286 from Neighborhood Residential (NR) to Urban Residential- Conditional District (UR-CD) to accommodate the development of a multi-family residential community that will consist of 41 townhomes. Parcel ID 120283 is an undeveloped tract of 8.8 acres. Parcel ID 120286 spans 1 acre and contains a single-family detached home of approximately 1,928 square feet. The combined total area of the subject property is 9.8 acres. The subject property is currently owned by Gregory and Sandra Loyd. The proposed change in zoning would create a zoning district that is one level higher in density than the current zoning district. The subject property sits across the street from a block of Urban Residential zoning. The surrounding neighborhood residential development has an overall density of 2.2 units per acre (24 homes on 11 acres), where the proposed development has a density of 4.2 units per acre (41 homes on 9.8 acres).

Additionally, per the Planning Board's recommendation, this development will feature at least 23 additional parking spaces along the public street. The trip generations are estimated to be no more than 100 in a day. Thus, a traffic impact analysis is not triggered.

By motion of Allen Hook and unanimous vote, the public hearing regarding the rezoning request was opened at 7:47 PM.

Mayor Smith asked if there was anyone present to speak in favor of the rezoning request. The following came forth:

- Ambernique Bradley of 801 West Georgia Avenue: Ms. Bradley addressed the Board regarding her approval of the development. She recently moved here and feels that the development is not a negative. Ms. Bradley works as a realtor and has knowledge of townhomes affecting equity in a good way.

Mayor Smith asked if there was anyone present to speak in opposition of the rezoning request. The following came forth:

- Chris Harmon of 133 Helen Avenue: Mr. Harmon addressed the Board regarding the current homes and the increased traffic. The original homes in this area were built in 1964, and additional residential homes were built in the late 1990s. Currently, the homes in the area are close knit and protect the community from the thru traffic. Mr. Harmon additionally noted that he felt that the density amount was incorrect.
- Courtney Womack of 517 Costner School Road: Mrs. Womack addressed the Board regarding the general guidelines of the Land Development Code (LDC). Per Womack the City should remain focused on enforcing the LDC and less on allowing developers to have concessions. Additionally, our school systems would be overwhelmed with the influx of students.
- Michael Hudson of 106 Helen Avenue: Mr. Hudson addressed the Board regarding the townhomes height. Mr. Hudson does not approve of a three story structure next to his residence. To his

knowledge the property was bought with the expectation of placing 25 homes on it. However, the developer is proposing 41 units.

- Karol Whitmire of 310 West Virginia Avenue: Mrs. Karol addressed the board regarding the original community along 12<sup>th</sup> Street. Her dad constructed the homes that are there currently. However, over the years with additional residential structures the neighborhood has grown. Placing townhomes here now would overcrowd the roads.
- Roger Hill of 103 Sharon Avenue: Mr. Hill addressed the board regarding the current community conditions. This is an area for residential homes, and it is already congested with one set of apartments. Building some new multi-family homes will become a nuisance for the Police Department.
- Ron Newton of 1310 N.12<sup>th</sup> Street: Mr. Newton addressed the board regarding the current traffic situation. Mr. Newton and his family moved to the area recently and has already experienced issues getting in and out of their driveway when school is in session. Mr. Newton asked the board to consider future generations to come, will they have room to play in their backyards.
- Aaron Grosdider of 517 Costner School Road: Mr. Grosdider addressed the Board regarding the community's response to the plans. Several citizens who elect the Mayor and Council have come before the board to express their dissatisfaction with the project. Thus, the Mayor and Council should consider this when making their decision.
- Meredith Hovis of 132 Lewis View Avenue: Ms. Hovis addressed the Board regarding infrastructure. We currently do not have an adequate grocery store and townhomes tend to increase crime.
- John Matsik of 120 Helen Avenue: Mr. Matsik addressed the Board regarding the number of units in comparison to density. Mr. Matsik believes that this number is incorrect.
- Josh Buckingham of 107 Chadwick Court: Mr. Buckingham addressed the Board regarding recent city projects. The city has done a good job improving the quality of life with the Osage Mill Redevelopment Project and Stinger Park. However, these improvements have produced a new culture in Bessemer City. Stinger Park has turned in to a noise nuisance with Baseball tournaments every night. Waste collection has become a problem. I do not think the Police Department will be able to keep up with the demand.
- Dallas Macking of 239 Davis Plantation Road: Mr. Macking addressed the Board regarding potential changes to the community if the townhomes are approved. Mr. Macking moved here from Charlotte over 23 years ago. He moved here as he liked the small close-knit community. However, allowing projects like the townhomes to come in changes in this small city. All money is not good money.

During the public hearing, Mayor Smith had Ted Titus ejected for disruptive behavior.

By motion of Donnie Griffin and unanimous vote, the public hearing regarding the rezoning request was closed at 8:13 PM.

## Budget Amendment

By motion of Brent Guffey and unanimous vote, the budget amendment regarding \$25,000 in the City Swimming Pool renovations were approved.

### **Acceptance of Michael Brooks Resignation Letter**

Mayor Smith informed the Board that Michael Brooks, Ward 1 representative, has resigned effective Monday, March 10, 2025. Mayor Smith commended Brooks for resigning, as he knows his schedule does not permit him to attend the very busy schedule a Council Member has.

By general consensus, Michael Brooks resignation was accepted.

### **Appointment of Council Member- Ward 1**

Mayor Smith opened the floor for a motion to appoint a Council Member for Ward 1.

Nellie Floyd made a motion to appoint William Whitmire. Light discussion ensued between the Board. Mayor Smith commented that William Whitmire was recommended by Michael Brooks to take his place. The motion to appoint William Whitmire failed, with Donnie Griffin, Brent Guffey, and Allen Hook in opposition. Council member, Brent Guffey commented that there was another person who wanted to serve on the Board, Wayne Massagee.

By motion of Allen Hook and unanimous vote, the Ward 1 appointment discussion was tabled until the April City Council meeting.

### **City Manager's Report**

City Manager, Josh Ross, apologized for being sick and was attending the meeting virtually.

### **Council General Discussion**

Mayor Smith opened the floor for Council general discussion. Council Member, Michael Brooks, stated that it was a pleasure working with the Board. It was a learning curve, but he enjoyed the opportunity to serve the citizens. Council Member, Nellie Floyd stated that St. John's Holiness Church was having a problem with their water bill. Council members, Allen Hook and Brent Guffey commended Michael Brooks for a job well done. Chief Ellis stated that he was sad to see Brooks leave his office as a Council member, but happy to have him back as a firefighter for the city.

### **Adjournment**

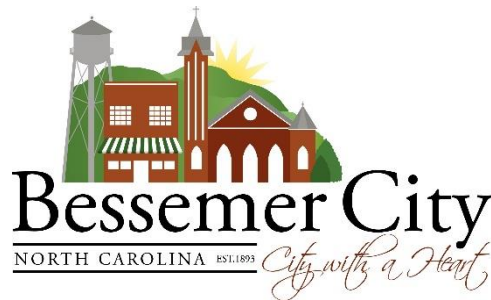
Being no further business to come before the board, by motion of Brent Guffey and unanimous vote, the meeting was adjourned at 7:48 PM.

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Becky S. Smith, Mayor

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Hydeia Y. Hayes, City Clerk



## CITY COUNCIL WORK SESSION

City Council Chambers

Tuesday, March 25, 2025 at 3:00 PM

### MINUTES

#### **Call to Order**

Mayor Becky S. Smith called the meeting to order.

#### **Members Present**

Mayor, Becky S. Smith, Council Members: Brenda Boyd, Nellie Floyd and Donnie Griffin were all present. City Manager, Josh Ross and department heads were present as well. A quorum was present. Council Members, Brent Guffey and Allen Hook were absent.

#### **FY 2025-2026 Draft Budget Review**

City Manager, Josh Ross addressed the Board with a high overview of the budget. Each budget fund was reviewed at its current state, as well as what changes were made last year. Stormwater will have a capital improvement plan this year. Staff have submitted all of their budget requests, and the City Manager is working on balancing the budget. After the presentation of budget requests, Council will vote on their top priorities on a goal sheet to help guide the budget process.

Each department head elaborated on their budget requests on the goal sheet for Council consideration.

#### **Department Head Reports**

Bessemer City department heads gave reports on their department's status:

JoD Franklin, Parks and Recreation Director- Mr. Franklin addressed Council regarding youth sports and future city events. This year is the largest baseball and softball program that the department has seen. We have over 330 participants, and 21 teams. We have 4 girls softball teams. We have secured sponsorships for each team at \$300 a team. We will start games the week of April 7<sup>th</sup>. Staff believe that the high interest has been generated from the new Stinger Park. It has become a destination and place to be. The city will be having our concert and cruise-ins this year. The schedule has been posted on the website and we have secured sponsors for the concerts.

Jamie Watkins, City Planner & Stormwater Administrator- Mrs. Watkins addressed the board regarding the CD 05-2024 rezoning request. Earlier this month at the Regular Session, City Council held a public hearing for the rezoning request. She heard five main concerns stated during the public hearing. The first concern was the type of residential units. Some citizens were not in support of the project as it is townhomes, opposed to the single-family residential homes. The second was the stormwater control mechanism. The stormwater control mechanism being used will not hold water for longer than 72 hours. It is designed to retain some water and release water as it's conducive to healthy vegetation. The third concern was the density calculation and how staff came to the number of units permitted. Staff has used guidelines from NCGS 160D and industry standard for the calculation. The fourth concern was the amount of traffic or trips

this project would generate. An initial assessment has been conducted, and the project would not generate enough trips to constitute a traffic impact analysis. The fifth concern was that criminals would be living at the proposed project. This is hearsay, and not all people who live in townhomes are criminals.

City Manager Ross also included that the city is experiencing growth pressures. However, sometimes growth pressure is needed to strengthen the vision of who we are as a city. Mr. Ross met with the superintendent a few weeks back, and he indicated that the schools can't grow until there is a demand for growth. The school system is a proponent of growth and have given staff the impression that growth is not a concern. Additionally, the schools in Bessemer City are not at capacity currently.

### **Ward 1 Discussion**

Mayor Smith informed the Board that the Ward 1 discussion was tabled to this meeting. However, we are missing two board members. Thus, this will be discussed at the April 2025 regular meeting.

### **Review Resolution of Intent (Single Water / Sewer Rates)**

City Manager, Josh Ross addressed the board regarding a resolution regarding single water and sewer rates. This resolution states the Council's intent to transition to a single water rate for residents and non-residents after the Tryon Waterline Project finishes.

Per general consensus, this resolution will be placed on the April 2025 regular meeting agenda.

### **Review Board Appointment Procedure**

Hydeia Hayes, City Clerk & Human Capital Director addressed Council regarding a new board appointment procedure. Council tabled this discussion from their February 2025 planning retreat. At this meeting Council stated that they would like for board applicants to meet with the current board and Council liaison first. The advisory board would interview candidates wishing to join the board and provide a recommendation to Council for appointment to Council. Ms. Hayes would work closely with the advisory boards to maneuver through this process and bring the recommendations to the Council's work session.

Additionally, City Clerk Hayes informed Council that the ABC Board Katie Love resigned last night as she has other commitments. At this moment, the Board has three remaining members. Thus, Council will need to appoint a Chairman at the April 2025 regular meeting.

By general consensus, City Clerk Hayes was directed to share this process with the advisory boards and move forward with this process.

### **Review Resolution - Adopting City Technology Use Policy**

City Clerk, Hydeia Hayes addressed the Board regarding NCGS 143-805. Per the new general statute, Mayor, City Council and its advisory boards are required to adhere to a technology policy.

Per general consensus, this resolution will be placed on the April 2025 regular meeting agenda.

### **City Manager's Report**

Josh Ross, City Manager- Mr. Ross addressed Council regarding the following:

- The drug store bidding process is still underway. The City's most recent bid received is \$405,000. The proceeds from this sale will be used for the new Fire and Police station project. This bid process has also generated interest in the old theatre next door.

- City Council may be asked to take action on a code enforcement case on S. 10<sup>th</sup> Street. There is a person living in deplorable conditions and city staff has tried to accommodate this person with food, water, and another housing option.
- City Manager, Ross informed Council that City Clerk Hayes has received her Master Municipal Clerk (MMC) certification.

### **Council General Discussion**

Mayor Smith opened the floor for Council general discussion. Council member, Nellie Floyd commended staff and the Council for doing great work in the city. At her church outreach service last week, many people commended the city on its progress. Council member, Brenda Boyd inquired about a fallen tree on a citizens property on 10<sup>th</sup> and Indiana Avenue.

### **Adjourn**

Being no further business to come before the board, the meeting was adjourned at 3:45 PM by motion of Brenda Boyd and unanimous vote.

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Becky S. Smith, Mayor

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Hydeia Y. Hayes, City Clerk

GASTON COUNTY  
NORTH CAROLINA

INTERLOCAL AGREEMENT FOR  
COLLECTION OF TAXES

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

**WITNESSETH:**

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

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

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

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

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

A. Authority & Responsibilities

- (1) Billing: Beginning with the 2025 tax bill for FY 2025-26, the County shall prepare ad valorem property tax bills for the City based on the ad valorem tax rate established by the City Council. The County shall collect the ad valorem property tax for the City, including any interest and/or penalties for late listing or late payment.
- (2) Appointment of Tax Collector: The City hereby appoints the County tax collector as the tax collector for the City for purposes of collecting those taxes described hereunder, with the powers, authority, duties, and responsibilities set forth herein. The tax collector shall be under the sole jurisdiction of the County Board of Commissioners and the County Manager. Nothing herein shall prevent the City from appointing a tax collector for purposes of taxes not billed or collected pursuant to this agreement.
- (3) General Duties: The County shall perform all actions pertaining to tax collection which are required by N.C.G.S. Chapter 105, Subchapter II, to include:
  - (a) Preparation of a tax scroll, tax book, or combined record as provided in N.C.G.S. 105-319;
  - (b) Preparation of a tax receipt form as required by N.C.G.S. 105-320;

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- (c) Adoption of the order to collect taxes required by N.C.G.S. 105-321;
  - (d) Review of listings and evaluations as required by N.C.G.S. Chapter 105, Subchapter II, Article 21;
  - (e) Listing, appraising, and assessing of property as provided in N.C.G.S., Chapter 105, Subchapter II, Article 22;
  - (f) Delivery of tax receipts to the tax collector pursuant to N.C.G.S. 105-352; and
  - (g) Execution of settlements as required in N.C.G.S. 105-373.
- (4) Collections and Deposits:
- (a) City taxes collected by the County, including any statutory interest or penalties, shall be wire transferred from the County's bank to the City's bank account daily by 11:00 a.m. On recognized holidays for the bank, the City, or the County, bank transfers shall be made on the last business day preceding the holiday.
  - (b) The City shall refer its taxpayers to one of three (3) collection points or methods:
    - 1) the Gaston County Tax Office;
    - 2) mail to the Gaston County Tax Office; or
    - 3) mail to the County's designated bank for lockbox processing.
- (5) Partial Payments: Partial payments on tax bills containing the County and City tax amounts shall be prorated and applied proportionally to each taxing unit's share of the principal amount due.
- (6) Discounts: The County shall have no authority to apply discounts to City taxes collected unless a schedule of discounts has been adopted by the City pursuant to N.C.G.S. 105-360.
- (7) Acceptance of Checks (Endorsements): The City shall authorize the acceptance of checks by the County which are drawn to the order of the City and are collected through the County tax office or lockbox, which are clearly identified as being for payment of property taxes.

B. Term of Agreement

- (1) Initial Term and Renewal: The term of this fiscal agreement begins July 1, 2025, and will terminate on June 30, 2027; thereafter, this contract may renew automatically on an annual basis, subject to amendment or termination as set forth herein.
- (2) Tax Rate Notification: The City will forward written notification of its tax rate to the County Tax Collector by June 20<sup>th</sup> of each year.
- (3) Termination: The City may terminate this agreement provided 180 days' written notice is provided to the County.

C. Compensation

- (1) Fees for Collection: The City will be charged a fee as calculated by the County of .95%, and this fee will be reassessed following the county-wide revaluation(s).
- (2) Definition of "tax bill": For purposes of the fee to be paid pursuant to Section C(1) of this Agreement, "tax bill" shall mean those bills, for ad valorem property subject to taxation pursuant to N.C.G.S. 105-274 and required to be listed and appraised by N.C.G.S. 105-285, as shown on the County's Tax Roll by Revenue Unit Report for each fiscal year. Each fiscal year's Tax Roll by Revenue Unit Report shall have a count of bills for the categories of: (a) Real Property Only; (b) Personal Property Only; and (c) Real and Personal Property Combined.
- (3) Adjusted Tax Bills: No additional fee or fees shall be owed by City to County in any fiscal year where the tax for a previously billed ad valorem property is subsequently adjusted. If an ad valorem property has not been previously billed in any fiscal year and is later discovered and assessed pursuant to N.C.G.S. 105-312, the County may invoice City a collection fee for the newly generated tax bill.
- (4) County shall invoice City in November of each year based on the beginning total levy amount of real property, personal property, and public service company properties for the 2025 tax year and each subsequent year.

CI. Reports and Records

- (1) The County shall provide to the City weekly reports of revenues collected and transferred to the City's bank account within three business days of such transfer.
- (2) Other Reports: The County shall provide the City with monthly reports and reasonable special reports of assessed valuations, discoveries, releases, levies, and collections in a form mutually agreed upon by the City and the County.
- (3) Budget Estimation: By March 1 of each year, the County will provide an estimate of valuation for the upcoming fiscal year, along with an estimate of the proposed fee, as described herein.
- (4) Annual Settlement: The County tax collector will submit to the City Council an annual settlement of any revenues collected as required by in N.C.G.S. 105-373(a)(3).
- (5) Computer Access: The City shall have the right to on-line computer access in a form mutually agreed upon by the City and the County.
- (6) Records and Maps: The City shall have full access to maps, abstracts, bills, receipts, and other records or documents generated by the tax office which are related to City taxes. The City shall have the right to copies, at no cost, of maps, aerial photographs, and other public records generated in connection with tax office operations.

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

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

- (1) Releases: The City authorizes the Gaston County Board of Commissioners, the Board of Equalization and Review, the tax supervisor, and the tax collector to make any adjustments to City tax accounts in accordance with N.C.G.S. 105-312, 380, and 381.
- (2) Refunds: Any refunds due on accounts for which the City has already received funds will be initiated through the County tax office with all necessary documentation being forwarded to the City for processing.
- (3) Releases or Adjustments of Penalties/Interest: The City reserves the right to accept or reject the County's decision on appeals from taxpayers regarding the release of interest or penalties. If the City rejects the decision of the County, a hearing for the taxpayer before the City Council will be scheduled within thirty (30) days to make a final determination on the status of interest and penalties on the City tax account.

F. Collection of Delinquent City Taxes

- (1) Collection Assistance: In an effort to maintain a high collection percentage on City property taxes, the City will, to the extent possible, assist in the collection of delinquent accounts by fully utilizing any available information and maintaining clear communications with the County.
- (2) Advertising: Advertising pursuant to N.C.G.S. 105-369 will be the sole responsibility of the County tax office. Any fees collected to offset advertising costs will be retained by the County.

G. Foreclosures

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

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

H. Bonds and Audits

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

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

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

J. Indemnification

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

K. Amendments

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

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

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

**CITY OF BESSEMER CITY**

By: Joshua M. Ross  
City Manager

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
(Deputy) City Clerk

\_\_\_\_\_  
City Attorney

**GASTON COUNTY**

By: \_\_\_\_\_  
County Manager/Asst. County Manager

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Clerk/Deputy Clerk to the Board

\_\_\_\_\_  
County Attorney/Deputy County Attorney

STATE OF NORTH CAROLINA  
COUNTY OF GASTON

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

WITNESS my hand and Notarial Seal, this the \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public

My Commission Expires:

STATE OF NORTH CAROLINA  
COUNTY OF GASTON

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

WITNESS my hand and Notarial Seal this the \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public

My Commission Expires:



## GASTON COUNTY TAX OFFICE

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

### Municipalities Collection Fee Memo Update

Dear Municipalities:

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

Below are the proposed changes and increases.

#### Current Interlocal Agreement

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

#### Proposed Changes

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

#### Services Provided

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

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

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

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

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

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

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



## RESOLUTION APPROVING LOCAL WATER SUPPLY PLAN

**WHEREAS**, North Carolina General Statute 143-355 (l) requires that each unit of local government that provides public water service or that plans to provide public water service and each large community water system shall, either individually or together with other units of local government and large community water systems, prepare and submit a Local Water Supply Plan; and

**WHEREAS**, as required by the statute and in the interests of sound local planning, a Local Water Supply Plan for the City of Bessemer City, has been developed and submitted to the City Council for approval; and

**WHEREAS**, the City Council finds that the Local Water Supply Plan is in accordance with the provisions of North Carolina General Statute 143-355 (l) and that it will provide appropriate guidance for the future management of water supplies for City of Bessemer City, as well as useful information to the Department of Environmental Quality for the development of a state water supply plan as required by statute;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Bessemer City that the Local Water Supply Plan entitled, Local Water Supply Plan dated February 20, 2025, is hereby approved and shall be submitted to the Department of Environmental Quality, Division of Water Resources; and

**BE IT FURTHER RESOLVED** that the City Council intends that this plan shall be revised to reflect changes in relevant data and projections at least once every five years or as otherwise requested by the Department, in accordance with the statute and sound planning practice.

This the 14th day of April, 2025.

Name: \_\_\_\_\_

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

Signature: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Hydeia Y. Hayes, City Clerk

# Bessemer City

2024 ▾

The Division of Water Resources (DWR) provides the data contained within this Local Water Supply Plan (LWSP) as a courtesy and service to our customers. DWR staff does not field verify data. Neither DWR, nor any other party involved in the preparation of this LWSP attests that the data is completely free of errors and omissions. Furthermore, data users are cautioned that LWSPs labeled **PROVISIONAL** have yet to be reviewed by DWR staff. Subsequent review may result in significant revision. Questions regarding the accuracy or limitations of usage of this data should be directed to the water system and/or DWR.

## 1. System Information

### Contact Information

Water System Name:	Bessemer City	PWSID:	01-36-025
Mailing Address:	125 E. Virginia Avenue Bessemer City, NC 28016	Ownership:	Municipality
Contact Person:	Ashton Lingerfelt	Title:	Water Plant ORC
Phone:	704-629-5684	Cell/Mobile:	--
Secondary Contact:	Jamie Ramsey ( PW Director)	Phone:	704-729-6529
Mailing Address:	125 E. Virginia Ave Bessemer City, NC 28016	Cell/Mobile:	--

**Complete**

### Distribution System

Line Type	Size Range (Inches)	Estimated % of lines
Asbestos Cement	6	10.00 %
Cast Iron	4-12	20.00 %
Ductile Iron	4-12	42.00 %
Galvanized Iron	.75-2	1.00 %
Polyvinyl Chloride	2-16	27.00 %

What are the estimated total miles of distribution system lines? **53 Miles**

How many feet of distribution lines were replaced during 2024? **0 Feet**

How many feet of new water mains were added during 2024? **8,250 Feet**

How many meters were replaced in 2024? **180**

How old are the oldest meters in this system? **17 Year(s)**

How many meters for outdoor water use, such as irrigation, are not billed for sewer services? **15**

What is this system's finished water storage capacity? **1.5000 Million Gallons**

Has water pressure been inadequate in any part of the system since last update? *Line breaks that were repaired quickly should not be included.* **No**

### Programs

Does this system have a program to work or flush hydrants? **Yes, Weekly**

Does this system have a valve exercise program? **Yes, Quarterly**

Does this system have a cross-connection program? **Yes**

Does this system have a program to replace meters? **Yes**

Does this system have a plumbing retrofit program? **No**

Does this system have an active water conservation public education program? **No**

Does this system have a leak detection program? **Yes**

**Water Conservation**What type of rate structure is used? **Flat/Fixed**How much reclaimed water does this system use? **0.0000 MGD** For how many connections? **0**Does this system have an interconnection with another system capable of providing water in an emergency? **Yes****2. Water Use Information****Service Area**

Sub-Basin(s)	% of Service Population	County(s)	% of Service Population
South Fork Catawba River (03-2)	76 %	Gaston	100 %
Catawba River (03-1)	24 %		

What was the year-round population served in 2024? **5,690**Has this system acquired another system since last report? **No****Water Use by Type**

Type of Use	Metered Connections	Metered Average Use (MGD)	Non-Metered Connections	Non-Metered Estimated Use (MGD)
Residential	2,512	0.2638	0	0.0000
Commercial	188	0.0323	0	0.0000
Industrial	32	0.3993	0	0.0000
Institutional	43	0.0260	2	0.0000

How much water was used for system processes (backwash, line cleaning, flushing, etc.)? **0.0776 MGD**

Ave. metered use is measured through beacon metering service and billing.

Non Metered connections- Water treatment facility and pump stations for sampling/cleaning. (39gpd)

Processed Water includes- Hydrant flushing, basin cleaning, filter backwash, chemical pump push-water, chemical mixtures, sample pumps, cl2/ntu Instruments and trial running during shutdowns.

\*\*This number excludes some fire dept usage, any leaks, main breaks, etc..

**3. Water Supply Sources****Monthly Withdrawals & Purchases**

	Average Daily Use (MGD)	Max Day Use (MGD)		Average Daily Use (MGD)	Max Day Use (MGD)		Average Daily Use (MGD)	Max Day Use (MGD)
Jan	0.9490	1.2660	May	1.0798	1.4350	Sep	1.1131	1.3930
Feb	0.9570	1.1840	Jun	1.1728	1.7250	Oct	1.0460	1.3450
Mar	0.9810	1.3070	Jul	1.1301	1.4420	Nov	0.8443	1.0160
Apr	1.0552	1.4910	Aug	1.1213	1.6030	Dec	0.9129	1.2470

We have a 110mg reservoir of storage, the water in/ out will not account for the levels of water we used without pumping those days. The levels of which will fluctuate on a daily basis.

**Surface Water Sources**

Stream	Reservoir	Average Daily Withdrawal		Maximum Day Withdrawal (MGD)	Available Raw Water Supply		Usable On-Stream Raw Water Supply Storage (MG)
		MGD	Days Used		MGD	* Qualifier	
Long Creek	Arrowood	1.8280	160	0.0000	2.7764	SY20	0.0000

\* Qualifier: C=Contract Amount, SY20=20-year Safe Yield, SY50=50-year Safe Yield, F=20% of 7Q10 or other instream flow requirement, CUA=Capacity Use Area Permit

#### Surface Water Sources (continued)

Item 8.

Stream	Reservoir	Drainage Area (sq mi)	Metered?	Sub-Basin	County	Year Offline	Use Type
Long Creek	Arrowood	12	No	South Fork Catawba River (03-2)	Gaston		Regular

What is this system's off-stream raw water supply storage capacity? 110 Million gallons

Are surface water sources monitored? Yes, Daily

Are you required to maintain minimum flows downstream of its intake or dam? No

Does this system anticipate transferring surface water between river basins? No

1200gpm pump, at 160 days total pumping.

#### Water Purchases From Other Systems

Seller	PWSID	Average Daily Purchased (MGD)	Days Used	MGD	Contract Expiration	Recurring	Required to comply with water use restrictions?	Pipe Size(s) (Inches)	Use Type
Gastonia	01-36-010	1.0500	70	0.0000		No	Yes	12	Emergency
Kings Mountain	01-23-020	0.0004	2			Yes	Yes	12	Emergency

Water Treatment facility experienced abnormally high levels of iron and manganese during heavy rainfall and after hurricane Helan, which exceeded our treatment capabilities at the time. Water purchased was greater this year due to that reason. Improvements to treatment process have since been made to increase removal of iron and manganese to prevent excessive purchasing in the future.

#### Water Treatment Plants

Plant Name	Permitted Capacity (MGD)	Is Raw Water Metered?	Is Finished Water Ouput Metered?	Source
J.V. Tarpley WT Facility	3.0000	Yes	Yes	Long Creek, Webber Reservoir, Arrowood Reservoir

Did average daily water production exceed 80% of approved plant capacity for five consecutive days during 2024? Yes

If yes, was any water conservation implemented? No

Did average daily water production exceed 90% of approved plant capacity for five consecutive days during 2024? No

If yes, was any water conservation implemented? No

Are peak day demands expected to exceed the water treatment plant capacity in the next 10 years? Yes

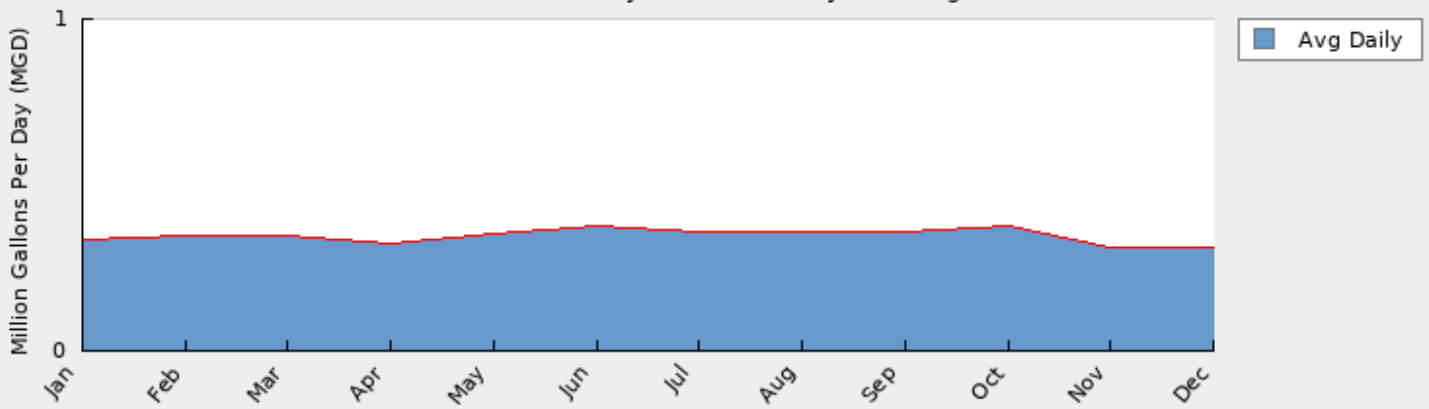
New housing developments and apartment complexes are being added to the community. Noticing a rise in demand, longer run times and increased plant rates to keep up.

### 4. Wastewater Information

#### Monthly Discharges

	Average Daily Discharge (MGD)		Average Daily Discharge (MGD)		Average Daily Discharge (MGD)
Jan	0.3330	May	0.3520	Sep	0.3580
Feb	0.3470	Jun	0.3780	Oct	0.3790
Mar	0.3460	Jul	0.3560	Nov	0.3140
Apr	0.3220	Aug	0.3570	Dec	0.3100

## Bessemer City's 2024 Monthly Discharges



How many sewer connections does this system have? 2,257

How many water service connections with septic systems does this system have? 350

Are there plans to build or expand wastewater treatment facilities in the next 10 years? No

## Wastewater Interconnections

Water System	PWSID	Type	Average Daily Amount		Contract Maximum (MGD)
			MGD	Days Used	
Two Rivers-Gastonia	01-36-010	Discharging	0.3400	366	1.6080

Bessemer City has 2 permitted sewer connections with Two Rivers Utilities with separates contracts: Oates Rd. with a contract maximum of 1.000 MGD and Abernethy Creek with a contract maximum of 0.608 MGD.

## 5. Planning

## Projections

	2024	2030	2040	2050	2060	2070
Year-Round Population	5,690	5,736	5,802	5,912	6,020	6,132
Seasonal Population	0	0	0	0	0	0
Residential	0.2638	0.2550	0.2560	0.2600	0.2660	0.2700
Commercial	0.0323	0.0520	0.0450	0.0480	0.0500	0.0550
Industrial	0.3993	0.6330	0.6530	0.6720	0.6920	0.6730
Institutional	0.0260	0.0500	0.0520	0.0540	0.0560	0.0580
System Process	0.0776	0.1100	0.1122	0.1144	0.1167	0.1191
Unaccounted-for	0.2009	0.2000	0.2050	0.2070	0.2090	0.2110

## Demand v/s Percent of Supply

	2024	2030	2040	2050	2060	2070
Surface Water Supply	2.7764	2.7764	2.7764	2.7764	2.7764	2.7764
Ground Water Supply	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Purchases	1.0500	1.0500	1.0500	1.0500	1.0500	1.0500
Future Supplies		0.0000	0.0000	0.0000	0.0000	0.0000
Total Available Supply (MGD)	3.8264	3.8264	3.8264	3.8264	3.8264	3.8264
Service Area Demand	0.9999	1.3000	1.3232	1.3554	1.3897	1.3861
Sales	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Future Sales		0.0000	0.0000	0.0000	0.0000	0.0000
Total Demand (MGD)	0.9999	1.3000	1.3232	1.3554	1.3897	1.3861
Demand as Percent of Supply	26%	34%	35%	35%	36%	36%



The purpose of the above chart is to show a general indication of how the long-term per capita water demand changes over time. The per capita water demand may actually be different than indicated due to seasonal populations and the accuracy of data submitted. Water systems that have calculated long-term per capita water demand based on a methodology that produces different results may submit their information in the notes field.

Your long-term water demand is **46** gallons per capita per day. What demand management practices do you plan to implement to reduce the per capita water demand (i.e. conduct regular water audits, implement a plumbing retrofit program, employ practices such as rainwater harvesting or reclaimed water)? If these practices are covered elsewhere in your plan, indicate where the practices are discussed here.

Are there other demand management practices you will implement to reduce your future supply needs?

What supplies other than the ones listed in future supplies are being considered to meet your future supply needs?

How does the water system intend to implement the demand management and supply planning components above?

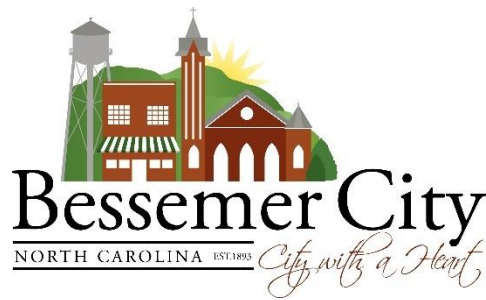
#### Additional Information

Has this system participated in regional water supply or water use planning? **No**

What major water supply reports or studies were used for planning?

Please describe any other needs or issues regarding your water supply sources, any water system deficiencies or needed improvements (storage, treatment, etc.) or your ability to meet present and future water needs. Include both quantity and quality considerations, as well as financial, technical, managerial, permitting, and compliance issues:

The Division of Water Resources (DWR) provides the data contained within this Local Water Supply Plan (LWSP) as a courtesy and service to our customers. DWR staff does not field verify data. Neither DWR, nor any other party involved in the preparation of this LWSP attests that the data is completely free of errors and omissions. Furthermore, data users are cautioned that LWSPs labeled **PROVISIONAL** have yet to be reviewed by DWR staff. Subsequent review may result in significant revision. Questions regarding the accuracy or limitations of usage of this data should be directed to the water system and/or DWR.



**Proclamation by the City of Bessemer City  
Osage Mill Redevelopment Project**

**Whereas**, the Osage Mill, established in 1896 by our City's founder, John Askew Smith, has stood as a historic landmark and testament to Bessemer City's rich textile heritage; and

**Whereas**, the mill ceased operations in 1995, leaving the 250,000-square-foot structure vacant for decades in the heart of downtown Bessemer City; and

**Whereas**, Winn Development, a renowned developer specializing in the adaptive reuse of historic structures, has undertaken a \$35 million project to transform the Osage Mill into 139 workforce housing apartments, preserving the building's historic character while integrating modern amenities; and

**Whereas**, the redevelopment will enhance the community's regional position and foster economic growth; and

**Whereas**, the project aligns with Bessemer City's commitment to revitalizing its downtown area as part of the National Main Street Program, supporting local businesses, and providing quality housing options for its residents; and

**Whereas**, the completion of this project is anticipated to act as a catalyst for further development, attracting new investments and residents to our community; and

**Now, therefore**, I, Becky S. Smith, Mayor of Bessemer City, on behalf of the City Council and the citizens of Bessemer City, do hereby recognize and commend the Osage Mill Redevelopment Project for its significant contributions to the revitalization and growth of Bessemer City.

In witness whereof, I have hereunto set my hand and caused the Seal of the City of Bessemer City to be affixed this 9<sup>th</sup> Day of April 2025.

---

Becky S. Smith  
Mayor

---

Hydeia Y. Hayes  
City Clerk



## RESOLUTION ADOPTING TECHNOLOGY USE POLICY

**WHEREAS**, NCGS 143-805, effective October 1, 2024, requires all public agencies to adopt a policy governing the use of its network and devices owned, leased, maintained, or otherwise controlled by the City of Bessemer City; and,

**WHEREAS**, the City of Bessemer City has an administrative technology policy effective April 14, 2025.

**NOW THEREFORE BE IT RESOLVED** that the City of Bessemer City Council adopts the Technology Use Policy to be applicable to all City employees, elected officials and appointees utilizing any device or network owned, leased, maintained or otherwise controlled by the City of Bessemer City.

### BE IT FURTHER RESOLVED:

1. Each year, and no later than August 1, the City shall report information required in NCGS 143- 805 to the State Chief Information Officer.
2. This policy shall not apply to investigation, law enforcement training, or actions related to law enforcement purpose; identifying potential security or cyber security threats; establishing, testing and maintaining firewalls, protocols and otherwise implementation of this policy; or other exceptions as specifically set forth in NCGS 143-805(d).
3. The terms used in the policy shall be defined as set forth in NCGS 143-805(g).
4. Any employee, elected official, or appointed of the City who has saved pornography to a device owned, leased, maintained or otherwise controlled by the Town shall remove, delete or uninstall the pornography no later than May 1, 2025.
5. Any City employee who violates any provision of this policy shall be subject to disciplinary action under the City's Personnel Policy.
6. Any City appointee who violates any provision of this policy shall be subject to removal by City Council.
7. Any elected official who violates any provision of this policy shall be subject to censure proceedings.

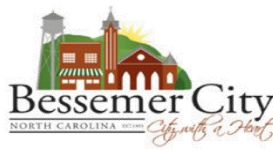
Adopted by City Council this 14<sup>th</sup> Day of April 2025

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Becky S. Smith, Mayor

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Hydeia Y. Hayes, City Clerk



## City of Bessemer City Technology Use Policy

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## **I. Scope and Ownership**

This policy applies to all City of Bessemer City technology systems (hardware, software, voice/data networks, user accounts, and associated processes/services) owned, leased, or otherwise operated by City of Bessemer City. The scope of the policy also includes all individuals who have access to City of Bessemer City systems (employed by the City or not).

Systems containing City of Bessemer City data which are hosted by third parties outside of the City of Bessemer City network, and the personnel with access to those systems are also subject to this policy.

All technological resources defined in this section, along with all information transmitted by, received from, and stored upon said systems are considered to be possessed by, and/or the property of City of Bessemer City.

Because technology systems are constantly evolving, the City requires its employees to use a common sense approach to the rules set forth below, complying not only with the letter, but also the intent and spirit, of this policy. Failure to adhere to this policy places the City and the individual at risk for legal and financial liabilities, potential embarrassment and other possible consequences. The City Manager or his/her designee shall periodically review this policy and recommend changes to the City Council for adoption as technology options or possibilities evolve.

## **II. Public Record**

As a public entity, the City of Bessemer City and all communications, records, or images created by the City are subject to the North Carolina public records law unless specifically exempted by statute. This includes telephone records, web pages visited, business related e-mail and any other electronic record or electronic message created, received or stored by the City.

## **III. Policy violation**

When a policy violation occurs, aside from disciplinary actions specified under City policy, system access may be revoked in whole or in part if deemed to be in the interest of City of Bessemer City system security and/or availability.

## **IV. Personal Use**

City of Bessemer City systems are intended for business use. Any personal use must adhere to the following:

- must not violate applicable laws or regulations
- must not violate contractual agreements or intellectual property rights

- must not violate City of Bessemer City personnel policies
- must not incur security risk to the City
- must not incur any additional cost to the City
- must not interfere with work duties
- must not be used for personal gain
- must not be used for solicitation

## **V. Monitoring and Privacy**

City of Bessemer City has the right to monitor, audit, and/or inspect any and all aspects of the City's electronic technology resources without advance notice to any users. Failure to monitor in any specific situation does not constitute a waiver of the City's right to monitor.

Personnel within scope of this policy are advised that they have no privacy rights and that there is no reasonable expectation of privacy when using City systems.

### **A. Monitoring, Auditing, and Inspection Activities**

At the request of a department director for one of their respective employees, or upon authorization by the City Manager or his/her designee, the City Manager or his/her designee has the authority to monitor and/or inspect any City of Bessemer City systems without notice to users.

For security and network and computer systems maintenance purposes, the City Manager or his/her designee may monitor equipment, systems, data and network traffic at any time.

### **B. Privacy expectations**

The City of Bessemer City does not guarantee the confidentiality of user information stored on any network, computer, or communications device belonging to the City of Bessemer City.

The City of Bessemer City's users should be aware that the data they create on City technology or communications systems remains the property of the City of Bessemer City and is not private (unless the data is protected by privacy or confidentiality laws).

Information that is stored on or transmitted to or from City systems may be subject to disclosure pursuant to the North Carolina Public Records Law.

## **VI. Security**

City of Bessemer City system security must be maintained at all times. Users must take all reasonable precautions, including but not limited to safeguarding passwords, maintaining reasonable physical security around the City of Bessemer City equipment, and locking or logging off unattended workstations.

A user who is actively logged on to a City of Bessemer City system is responsible for any activity that occurs whether they are present.

### **A. Administrative Privileges**

For security reasons, administrator-level network, server, and PC access, is limited to the City Manager or his/her designee support staff and/or their designees. Administrator privileges will not be extended to users in order for software to operate – software vendors are responsible for providing software that will operate without administrator privileges.

Adjustments to security on certain directories of the computer systems may be approved in certain instances at the written request of a department and acknowledgement of the City Manager and Information Technology support staff. The goal is to accomplish the needs of the user while logging the install for reference while not comprising the integrity of the network.

### **B. Passwords and User System Access**

The City of Bessemer City City Manager or his/her designee is responsible for creation, assignment, and deletion of all user accounts for the City of Bessemer City systems. The level of access to the network, servers, applications, and personal computers will be administered by the Information Technology Department based upon the job tasks for the individual user as agreed upon with the department head.

Users are responsible for protecting their passwords and access to assigned accounts (network, systems, applications, etc.) at all times.

### **C. Physical Security**

Shared City of Bessemer City systems (network, servers, systems, etc.) will be physically secured by the City Manager or his/her designee.

- Access to the server room, disaster recovery site, phone switches, and other key infrastructure is limited with access granted to authorized personnel only.
- Media, such as daily and monthly backups, will be stored in a secure area with access granted to authorized personnel only.

Users are responsible for the physical security of assigned technology resources.

- To the degree possible, technology resources should be protected from theft and/or vandalism, fire and other natural environmental hazards.
- Laptops, tablets, etc. in vehicles must be stored in a secure location or otherwise out of sight. They may never be left in a vehicle overnight.
- Employees should take precautions to make sure that their computer hardware is not exposed to dangers related to their specific use, i.e. accidental beverage spills, improper ventilation of air intakes, etc.
- Those who are assigned technology resources will be held responsible for those technology resources and will be required to reimburse the City of Bessemer City for replacement or repair of the device or accessories if lost or damaged due to neglect, misuse, or any other instance were found to be at fault as determined by City management.

#### **D. Application Security Standards**

All software applications which manage sensitive or confidential data, whether acquired from a third party or developed internally must adhere to the following security requirements:

- Must support authentication of individual users.
- Must not store or transmit user credentials in a clear text or easily reversible form.
- Must support application scope restrictions based on user levels.
- Must support user tracking for critical transaction activity.

#### **E. Third Party Access to City of Bessemer City Systems**

No third party may be allowed access to City of Bessemer City systems without approval from the City Manager or his/her designee.

#### **F. Reporting Violations**

The City should have procedures in place to monitor compliance with the technology use policies within this document, and to report violations (both by "insiders" such as employees and contractors and "outsiders" such as unauthorized visitors, trespassers and hackers).

It is the responsibility of each technology user to remain diligent in the identification and reporting of technology policy violations. Staff should be aware of their environment and report any suspicious, abnormal or unnatural behavior or events to his or her supervisor and the Information Technology Department.

### **VII. Prohibited Use**

The following is a list of examples of prohibited uses. This is not intended to be a comprehensive and complete list. Other uses not listed here may be deemed as prohibited.

- Any use that violates federal, state, or local law or regulation is expressly prohibited.
- Knowingly or recklessly interfering with the normal operation of computers, peripherals, or networks is prohibited.
- Connecting unauthorized equipment to the network for any purpose is prohibited unless approved by the Information Technology Department.
- Running or installing unauthorized software on the City of Bessemer City computers is prohibited.
- Copying of any software from the City of Bessemer City computers, for other than archiving purposes, is prohibited.
- Using the City of Bessemer City network to gain unauthorized access to any computer system is prohibited.
- The use of the City of Bessemer City's networks or devices owned, leased, maintained or otherwise controlled by the City's to access, view, transmit, store, display, or request obscene, pornographic, erotic, profane, racist, sexist, libelous, or other offensive or abusive material (including messages, images, video, or sound) is prohibited.

- The use of the City of Bessemer City Systems in such a way as to create an intimidating or hostile work environment is prohibited.
- City of Bessemer City Systems may not be used to solicit for personal gain or for the advancement of a political or religious belief.

## **VIII. Remote Access**

Remote access to City of Bessemer City systems (access to the City of Bessemer City systems from external systems, e.g. via the Internet) consumes technology resources above and beyond those required for local access. The City Manager will review written requests and grant remote access based upon business cases and resources available.

Remote access users are subject to all policies herein.

Additional security requirements may be established for remote access systems by the City Manager or his/her designee.

## **IX. Hardware/Software Standards, Procurement, and Installation**

The City of Bessemer City City Manager or his/her designee has the sole responsibility for establishing standards, procuring, maintaining inventory, and installing technology required for City operations. Information Technology is also responsible for engaging and managing relationships with technology vendors.

Employees who are not authorized to do so, are prohibited from procuring, and installing hardware or software for or on City of Bessemer City systems.

## **X. Electronic Messaging**

Electronic messaging includes, but is not limited to email, instant messages, text messages, blog posts, forum posts, wiki posts, images and audio or video recordings. Electronic messaging may not be used in any way which violates City policy.

### **A. City Representation**

All publicly posted electronic messages must clearly identify the user, with credentials assigned by the City. Message subject and content must be in the interest of the City.

### **B. Personal Messaging Accounts**

Personal messaging accounts may not be accessed from City systems. Information Technology staff may use personal messaging accounts solely for the purpose of testing City of Bessemer City systems.

### **C. Internal Broadcast Messages**

City of Bessemer City employees may not send out broadcast (very wide reaching) messages within the City without City Management approval. Only broadcast messages that are City business related, or a matter of community interest will be authorized.

### **D. Public Record and Retention**

Electronic messages may be considered public records and as such are subject to public record retention rules.

## **XI. City Internet Content**

Public Internet content includes but is not limited to the main City public web site and all content therein, other City-owned websites which lie outside of the main City website, and social sites representing the City which are administered by the City.

City of Bessemer City public Internet content is the responsibility of the City of Bessemer City's Communications Specialist, City Manager, or his/her designee. The Communications Specialist and his/her designee(s) may edit and publish public web content on behalf of the City.

The Communications Specialist, City Manager, or his/her designee is responsible for establishing and publishing website standards. All website content must comply with the City of Bessemer City website standards (design, layout, etc.) as approved by the Communications Specialist, City Manager or his/her designee.

The Communications Specialist must review web application design and layout for adherence to standards before application publication. As web application content is dynamic in nature, review of said content is not required.

Each department is solely responsible for the accuracy of the content of their respective web site(s) and/or pages.

Links to other websites are restricted to local, state, federal government, or local non-profit sites. Links to personal websites are not allowed. Information on events will be limited to those directly sponsored by City of Bessemer City.

## **XII. Phone**

City of Bessemer City provides its staff with telephones for conducting official City business. City phone use should be restricted to official City business purposes, except for emergency and important telephone communications, such as childcare needs, medical appointments, and other critical communications. Reasonable, infrequent personal use of the City's telephone systems by employees is permitted but should not interfere or conflict with official City business use.

Personal long-distance telephone calls should not be made, except on an emergency basis. Charges for any personal long-distance calls must be reimbursed to the City by staff.

### **XIII. Storage Media Recycling and Disposal**

The purpose of this section is to ensure that all digital media is properly recycled or disposed of for reasons pertinent to data security, software license protection, and in compliance with environmental regulation.

If a hard disk, tape, CD, DVD, ZIP disk, diskette, or other storage device can be re-used, users should erase the existing data from the device and continue to use it or make it available for someone else to use. If digital media is unusable, or is no longer needed, it should be destroyed.

Un-recycled or unusable media must be completely erased using a disk sanitizer utility. If that is not possible, the media should be physically damaged in a manner to render it unreadable by any device.

### **XIV. Surplus**

The City of Bessemer City Information Technology support staff has sole responsibility for disposition of surplus technology hardware and software. All unassigned, unallocated, or otherwise unneeded equipment or software must be returned to the City.

Effective upon adoption by the Bessemer City City Council on April 14, 2025.



RESOLUTION OF INTENT  
SINGLE WATER RATE STRUCTURE FOR BESSEMER CITY

**WHEREAS** the City of Bessemer City provides water utility services to residents and customers; and

**WHEREAS** Gaston County received ARPA Funds from the Federal Government to install a waterline to an unserved area between Bessemer City and the Tryon Community north of Bessemer City; and

**WHEREAS** water utility services will extend to the Tryon Community north of Bessemer City along Ramsuer Road and Tryon Courthouse Road (Highway 274) ending at Tryon Elementary School and Tryon Park; and

**WHEREAS** it is beneficial for the City's water utility service to gain new customers as possible along this route to help offset costs of maintaining the new line and increase flow levels for overall water quality; and

**WHEREAS** the City of Bessemer City aims to make connecting to City water as attractive as possible; and

**WHEREAS** the City of Bessemer City understands the interest from non-residents to be offered the same water rate as residents.

**NOW, THEREFORE, BE RESOLVED THAT** the City of Bessemer City Council approves this resolution of intent to transition to a single water rate for residents and non-residents as the Tryon Waterline Project finishes. This single rate structure will be reflected in a future budget that aligns with the completion of this project.

Adopted this the \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Becky S. Smith, Mayor

\_\_\_\_\_  
Hydeia Y. Hayes, City Clerk



## AN ORDINANCE AMENDING OFFICIAL ZONING MAP OF THE CITY OF BESSEMER CITY

**WHEREAS**, after proper notification a Public Hearing was held before the Bessemer City Council on March 10<sup>th</sup>, 2025 to consider a proposed amendment to the City of Bessemer City Zoning Map. On February 3<sup>rd</sup>, 2025, the Bessemer City Planning Board voted to recommend the City Council approve the proposed zoning map amendment.

**WHEREAS**, after a \_\_\_\_\_ vote, the City Council of Bessemer City approved a zoning map change to the Official City of Bessemer City Zoning Map reflected in application CD 05-2024, (Parkview Commons).

**NOW THEREFORE BE IT ORDAINED**, by the City Council of the City of Bessemer City, that the Official City of Bessemer City Zoning Map is amended to reflect the adopted changes as written below.

1. Tax Parcel 120283 is rezoned from Neighborhood Residential (NR) to Urban Residential-Conditional District (UR-CD).
2. Tax Parcel 120286 is rezoned from Neighborhood Residential (NR) to Urban Residential-Conditional District (UR-CD).

### Effective Date

This Ordinance shall become effective upon its adoption by the City Council of the City of Bessemer City, North Carolina.

Adopted by City Council this 14<sup>th</sup> Day of April, 2025.

\_\_\_\_\_  
Becky S. Smith, Mayor

\_\_\_\_\_  
Hydeia Y. Hayes, City Clerk

COBC-GOVBOD-2024-2025 O 21



## CITY OF BESSEMER CITY STATEMENT REGARDING THE REASONABLENESS AND CONSISTENCY OF A PROPOSED ZONING MAP AMENDMENT

The Bessemer City Planning Department received Rezoning Request CD 05-2024, (Parkview Commons), from McKim and Creed, 8020 Tower Point Dr., Charlotte, NC 28227, on behalf of Bluepoint Properties, LLC to rezone property located at tax parcels 120283 and 120286 (9.8 acres) from Neighborhood Residential (NR) to Urban Residential Conditional District (UR-CD) to accommodate the development of 41 single-family attached townhomes.

This request was subject to Public Hearing before the Bessemer City Council on March 10<sup>th</sup>, 2025. The City Council has determined that the proposed request is consistent with the intent of the Bessemer City Vision 2020 Future Land Use Plan due to the following:

- The subject properties are located in an area that calls for medium density residential development. The proposed gross density of 4.2 units per acre is 52.5% of the maximum allowable density of 8 units per acre, per the Bessemer City Land Development Code.
- The Future Land Use Plan emphasizes a need for “Conservation Development in the form of clustering subdivisions.” The proposed development preserves roughly 50% of the total area to be developed as greenspace and conserves 3.8 times the minimum required open space for a development of 41 dwelling units by clustering said dwelling units.
- The Future Land Use Plan highlights the need for walkable communities, which aligns with the goal of the City to “Create a desirable place to live” that “promotes a healthy quality of life.” The proposed development’s connectivity to adjacent schools and to Stinger Park makes it a walkable community.

In accordance with the provisions of North Carolina General Statute 160D-605, the City Council does hereby find and determine that the adoption of an ordinance rezoning the subject property is reasonable due to the following:

- The requested Conditions of Relief do not create an undue burden upon the City.
- The proposed zoning is of a like use (residential) to the adjacent properties.

On the basis of the foregoing findings and conclusions, that the Bessemer City Council moves that the request for rezoning be approved.

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Becky S. Smith, Mayor

ATTEST:

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Hydeia Y. Hayes, City Clerk



# Working With Real Estate Agents Disclosure (For Buyers)

## IMPORTANT

This form is not a contract. Signing this disclosure only means you have received it.

- In a real estate sales transaction, it is important that you understand whether an agent represents you.
- Real estate agents are required to (1) review this form with you at first substantial contact - before asking for or receiving your confidential information and (2) give you a copy of it after you sign it. This is for your own protection.
- Do not share any confidential information with a real estate agent or assume that the agent is acting on your behalf until you have entered into an agreement with the agent to represent you. Otherwise, the agent can share your confidential information with others.

**Note to Agent:** Check all relationship types below that may apply to this buyer.

**Buyer Agency:** If you agree, the agent who gave you this form (and the agent's firm) would represent you as a buyer agent and be loyal to you. You may begin with an oral agreement, but your agent must enter into a written buyer agency agreement with you before making a written offer or oral offer for you. The seller would either be represented by an agent affiliated with a different real estate firm or be unrepresented.


**Dual Agency:** Dual agency will occur if you purchase a property listed by the firm that represents you. If you agree, the real estate firm and any agent with the same firm (company), would be permitted to represent you and the seller at the same time. A dual agent's loyalty would be divided between you and the seller, but the firm and its agents must treat you and the seller fairly and equally and cannot help you gain an advantage over the other party.\*

\_\_\_\_\_ **Designated Dual Agency:** If you agree, the real estate firm would represent both you and the seller, but the firm would designate one agent to represent you and a different agent to represent the seller. Each designated agent would be loyal only to their client.\*

*\*Any agreement between you and an agent that permits dual agency must be put in writing no later than the time you make an offer to purchase.*

**X Unrepresented Buyer** (Seller subagent): The agent who gave you this form may assist you in your purchase, but will not be representing you and has no loyalty to you. The agent will represent the seller. Do not share any confidential information with this agent.

**Note to Buyer:** For more information on an agent's duties and services, refer to the NC Real Estate Commission's "Questions and Answers on: Working With Real Estate Agents" brochure at [ncrec.gov](http://ncrec.gov) (Publications, Q&A Brochures) or ask an agent for a copy of it.

DocuSigned by:  
  
 Buyer's Signature  
 5D192DF54538A490...  
**David Sitton**

---

Buyer's Signature

4/7/2025  

---

Date

**Sam Kline**  
Agent's Name

**286840**  
Agent's License No.

**MECA Commercial Real Estate**  
Firm Name

REC. 4.27 • 1/1/2022



## AGREEMENT FOR PURCHASE AND SALE OF IMPROVED REAL PROPERTY

THIS AGREEMENT, including any and all addenda attached hereto ("Agreement"), is by and between

**David Sitton or Related Assigns**

a(n) Individual ("Buyer"), and  
(individual or State of formation and type of entity)

**The City of Bessemer City**

a(n) NC City Government ("Seller").  
(individual or State of formation and type of entity)

(NOTE: If the Buyer or Seller is an entity, in order to form a binding agreement and complete a transaction, the entities listed as Buyer or Seller in this Agreement should be validly formed and in good standing with the Secretary of State in the State of formation of the entity.)

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

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

(a) **"Property":** (Address) 112 West Virginia Avenue Bessemer City, NC 28016

Plat Reference: Lot(s) \_\_\_\_\_, Block or Section \_\_\_\_\_, as shown on Plat Book or Slide  
\_\_\_\_\_ at Page(s) \_\_\_\_\_, \_\_\_\_\_ County, consisting of \_\_\_\_\_ acres.

☐ If this box is checked, "Property" shall mean that property described on **Exhibit A** attached hereto and incorporated herewith by reference,

(For information purposes: (i) the tax parcel number of the Property is: **PID # 120802**;  
and, (ii) some or all of the Property, consisting of approximately .08 acres, is described in Deed Book  
4728, Page No. 0850, Gaston County.)

together with all buildings and improvements thereon and all fixtures and appurtenances thereto and all personal property, if any, itemized on **Exhibit A**.

\$ 405,000.00

(b) **"Purchase Price"** shall mean the sum of Four Hundred Five Thousand

Dollars,

*payable on the following terms:*

\$ 20,250.00

(i) **"Earnest Money"** shall mean Twenty Thousand, Two Hundred Fifty Dollars  
or terms as follows: \_\_\_\_\_

The Earnest Money shall be deposited in escrow with  
City Clerk of Bessemer City, NC (name of person/entity with whom  
deposited- "Escrow Agent") within five (5) calendar days of the Contract Date, to be applied as part  
payment of the Purchase Price of the Property at Closing, or disbursed as agreed upon under the  
provisions of Section 10 herein. Should Buyer fail to deliver the Earnest Money by the date required  
hereunder, or should any check or other funds paid by Buyer be dishonored, for any reason, by the

Page 1 of 9



This form jointly approved by:  
North Carolina Bar Association's Real Property Section  
North Carolina Association of REALTORS®, Inc.

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**Revised 7/2022**  
**© 7/2022**

Buyer Initials DS Seller Initials \_\_\_\_\_

the institution upon which the payment is drawn, Buyer shall have one (1) banking day after notice of such dishonor to deliver cash, official bank check, wire transfer or electronic transfer to the Escrow Agent. If Buyer fails to deliver the required funds within one (1) banking day after written notice, then Seller may terminate this Agreement by written notice to Buyer at any time thereafter, provided Seller has not then received acknowledgement by Escrow Agent of its receipt of funds from Buyer. If the Escrow Agent has not delivered to the Seller the acknowledgement of Earnest Money on the last page of this Agreement by the calendar day following the date the Earnest Money is required to be delivered hereunder, it shall be presumed that the Earnest Money was not delivered by the required time (unless, upon the written request of Seller, Escrow Agent can provide proof of its receipt of the Earnest Money by the required time). Buyer and Seller consent to the disclosure by the Escrow Agent, to the parties to this Agreement, the Broker(s) and any Buyer lender, of any material facts pertaining to the Earnest Money.

☒ **ANY EARNEST MONEY DEPOSITED BY BUYER IN A TRUST ACCOUNT MAY BE PLACED IN AN INTEREST BEARING TRUST ACCOUNT, AND: (check only ONE box)**

☐ **ANY INTEREST EARNED THEREON SHALL BE APPLIED AS PART PAYMENT OF THE PURCHASE PRICE OF THE PROPERTY AT CLOSING, OR DISBURSED AS AGREED UPON UNDER THE PROVISIONS OF SECTION 10 HEREIN. (Buyer's Taxpayer Identification Number is: \_\_\_\_\_)**

☒ **ANY INTEREST EARNED THEREON SHALL BELONG TO THE ACCOUNT HOLDER IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.**

\$ \_\_\_\_\_

(ii) **Delivery of a promissory note** secured by a deed of trust, said promissory note in the amount of \_\_\_\_\_ Dollars being payable over a term of \_\_\_\_\_ years, with an amortization period of \_\_\_\_\_ years, payable in monthly installments of principal, together with accrued interest on the outstanding principal balance at the rate of \_\_\_\_\_ percent ( \_\_\_\_\_ %) per annum in the amount of \$ \_\_\_\_\_, with the first principal payment beginning on the first day of the month next succeeding the date of Closing, or such other terms as may be set forth on **Exhibit B**. At any time, the promissory note may be prepaid in whole or in part without penalty and without further interest on the amounts prepaid from the date of such prepayment. **(NOTE: In the event of Buyer's subsequent default upon a promissory note and deed of trust given hereunder, Seller's remedies may be limited to foreclosure of the Property. If the deed of trust given hereunder is subordinated to senior financing, the material terms of such financing must be set forth on Exhibit B. If such senior financing is subsequently foreclosed, the Seller may have no remedy to recover under the note.)**

\$ 384,750.00

(iii) **Cash, balance of Purchase Price**, at Closing in the amount of **Three Hundred Eighty-Four Thousand, Seven Hundred Fifty** Dollars.

Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of any loan Buyer intends to obtain in connection with the transaction contemplated by this Agreement. **(Note: Buyer's obligations under this Agreement are not conditioned upon obtaining or closing any loan. Therefore, Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Examination Period allows sufficient time for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.)**

(c) **"Closing"** shall mean the date of completion of the process detailed in Section 11 of this Agreement. Closing shall occur on or before June 16, 2025 or \_\_\_\_\_.

(d) **"Contract Date"** means the date this Agreement has been fully executed by both Buyer and Seller.

Buyer Initials DS Initial \_\_\_\_\_ Page 2 of 9 Seller Initials \_\_\_\_\_

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- (e) **"Examination Period"** shall mean the period beginning on the first day after the Contract Date and extending through 5:00pm (based upon time at the locale of the Property) on

May 14, 2025

**TIME IS OF THE ESSENCE AS TO THE EXAMINATION PERIOD.**

- (f) **"Broker(s)"** shall mean:

MECA Commercial Real Estate ("Listing Agency"),  
Sam Kline ("Listing Agent" - License # 286840)  
 Acting as: ☒ Seller's Agent; ☐ Dual Agent  
 and N/A ("Selling Agency"),  
N/A ("Selling Agent" - License # N/A)  
 Acting as: ☒ Buyer's Agent; ☐ Seller's (Sub) Agent; ☐ Dual Agent

- (g) **"Seller's Notice Address"** shall be as follows:

132 West Virginia Avenue  
Bessemer City, NC 28016-2373

e-mail address: JRoss@BessemerCity.com fax number: \_\_\_\_\_  
 except as same may be changed pursuant to Section 12.

- (h) **"Buyer's Notice Address"** shall be as follows:

PO Box 2270  
Davidson, NC 28036-5270

e-mail address: Mackenzie@mcintoshlawfirm.com fax number: \_\_\_\_\_  
 except as same may be changed pursuant to Section 12.

- ☒ (i) If this block is marked, additional terms of this Agreement are set forth on Exhibit B attached hereto and incorporated herein by reference. (Note: Under North Carolina law, real estate agents are not permitted to draft conditions or contingencies to this Agreement.)
- ☐ (j) If this block is marked, additional terms of this Agreement are set forth on the Additional Provisions Addendum (Form 581-T) attached hereto and incorporated herein by reference.
- ☐ (k) If this block is marked, additional terms of this Agreement are set forth on the Back Up Agreement Addendum (Form 581A-T) attached hereto and incorporated herein by reference.

**Section 2. Sale of Property and Payment of Purchase Price:** Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price.

**Section 3. Proration of Expenses and Payment of Costs:** Seller and Buyer agree that all property taxes (on a calendar year basis), leases, rents, mortgage payments and utilities or any other assumed liabilities as detailed on attached **Exhibit B, and/or Exhibit C, as applicable**, if any, shall be prorated as of the date of Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Agreement, excise tax (revenue stamps), any deferred or rollback taxes, and other conveyance fees or taxes required by law, any fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration; any fees imposed by an owners' association and/or a management company as agent of the owners' association in connection with the transaction contemplated by this Agreement other than those fees required to be paid by Buyer in this Section 3 below, and the following:

Buyer shall pay recording costs, costs of any title search, title insurance, survey, the cost of any inspections or investigations undertaken by Buyer under this Agreement, charges required by an owners' association declaration to be paid by Buyer for Buyer's future use and enjoyment of the Property, including, without limitation, working capital contributions, membership fees, or charges for Buyer's use of the common elements and/or services provided to Buyer, any costs or charges for determining restrictive covenant compliance, and the following:

Each party shall pay its own attorney's fees.

Buyer Initials DS Initial \_\_\_\_\_ Page 3 of 9  
 Seller Initials \_\_\_\_\_

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**Section 4. Deliveries:** Seller agrees to use best efforts to deliver to Buyer, as soon as reasonably possible after the Contract Date, copies of all material information relevant to the Property in the possession of Seller, including but not limited to: title insurance policies (and copies of any documents referenced therein), surveys, soil test reports, environmental surveys or reports, site plans, civil drawings, building plans, maintenance records and copies of all presently effective warranties or service contracts related to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys. If Buyer does not consummate the Closing for any reason other than Seller default, then Buyer shall return to Seller all hard copy materials delivered by Seller to Buyer pursuant to this Section 4 (or Section 7, if applicable), if any, and shall, upon Seller's request, following release of the Earnest Money, provide to Seller copies of (subject to the ownership and copyright interests of the preparer thereof) any and all studies, reports, surveys and other information relating directly to the Property prepared by or at the request of Buyer, its employees and agents, without any warranty or representation by Buyer as to the contents, accuracy or correctness thereof. Notwithstanding the above provisions regarding delivery and return of information and documentation, should there exist a separate non-disclosure, confidentiality, or similar agreement between Buyer and Seller, the terms of which conflict with this provision insofar as delivery and return of information and documentation, then the terms of such non-disclosure, confidentiality, or similar agreement shall control as to the delivery and return of information and documentation.

**Section 5. Evidence of Title:** Seller agrees to convey fee simple insurable title to the Property without exception for mechanics' liens, free and clear of all liens, encumbrances and defects of title other than: (a) zoning ordinances affecting the Property, (b) Leases (as defined in Section 7, if applicable) and (c) specific instruments on the public record at the Contract Date agreed to by Buyer (not objected to by Buyer prior to the end of the Examination Period), which specific instruments shall be enumerated in the deed referenced in Section 11 (items 5(a), 5(b) and 5(c) being collectively "Permitted Exceptions"); provided that Seller shall be required to satisfy, at or prior to Closing, any encumbrances that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages or statutory liens. Seller shall not enter into or record any instrument that affects the Property (or any personal property listed on **Exhibit A**) after the Contract Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

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

(a) **Title Examination:** After the Contract Date, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property before the end of the Examination Period. In the event that such title examination shall show that Seller's title is not fee simple insurable, subject only to Permitted Exceptions, then Buyer shall promptly notify Seller in writing of all such title defects and exceptions, in no case later than the end of the Examination Period, and Seller shall have thirty (30) days to cure said noticed defects. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, then Buyer may terminate this Agreement and receive a return of Earnest Money (notwithstanding that the Examination Period may have expired). If Buyer is to purchase title insurance, the insuring company must be licensed to do business in the state in which the Property is located. Title to the Property must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions.

(b) **Same Condition:** If the Property is not in substantially the same condition at Closing as of the date of the offer, reasonable wear and tear excepted, then the Buyer may (i) terminate this Agreement and receive a return of the Earnest Money or (ii) proceed to Closing whereupon Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property.

(c) **Inspections:** Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, conducting timber cruises, and surveying the Property; provided, however, that Buyer shall not conduct any invasive testing of any nature without the prior express written approval of Seller as to each specific invasive test intended to be conducted by Buyer. Buyer shall conduct all such on-site inspections, examinations, testing, timber cruises and surveying of the Property in a good and workmanlike manner, at Buyer's expense, shall repair any damage to the Property caused by Buyer's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Seller's or any tenant's use and enjoyment of the Property. In that respect, Buyer shall make reasonable efforts to undertake on-site inspections outside of the hours Seller's or any tenant's business is open to the public. Buyer shall provide Seller or any tenant (as applicable) reasonable advance notice of and Buyer shall cause its agents or representatives and third party service providers (e.g. inspectors, surveyors, etc.) to give reasonable advance notice of any entry onto the Property. Buyer shall be obligated to observe and comply with any terms of any tenant lease which conditions access to such tenant's space at the Property. Upon Seller's request, Buyer shall provide to Seller evidence of general liability insurance. Buyer shall also have a right to

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review and inspect all contracts or other agreements affecting or related directly to the Property and shall be entitled to review the books and records of Seller that relate directly to the operation and maintenance of the Property, provided, however, that Buyer shall not disclose any information regarding this Property (or any tenant therein) unless required by law, and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Buyer shall obtain their agreement to maintain such confidentiality. Buyer assumes all responsibility for the acts of itself and its agents or representatives in exercising its rights under this Section 6(c) and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Buyer shall survive the Closing or earlier termination of this Agreement. Except as provided in Section 6(b) above, Buyer shall have from the Contract Date through the end of the Examination Period to perform the above inspections, examinations and testing. **IF BUYER CHOOSES NOT TO PURCHASE THE PROPERTY, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO SELLER THEREOF PRIOR TO THE EXPIRATION OF THE EXAMINATION PERIOD, THEN THIS AGREEMENT SHALL TERMINATE, AND BUYER SHALL RECEIVE A RETURN OF THE EARNEST MONEY.**

**Section 7. Leases (Check one of the following, as applicable):**

☒ If this box is checked, Seller affirmatively represents and warrants that there are no Leases (as hereinafter defined) affecting the Property.

☐ If this box is checked, Seller discloses that there are one or more leases affecting the Property ("Leases") and the following provisions are hereby made a part of this Agreement.

(a) A list of all Leases shall be set forth on **Exhibit C**. Seller represents and warrants, that as of the Contract Date, there are no other Leases, oral or written, recorded or not, nor any subleases affecting the Property, except as set forth on **Exhibit C**;

(b) Seller shall deliver copies of any Leases to Buyer pursuant to Section 4 as if the Leases were listed therein;

(c) Seller represents and warrants that as of the Contract Date, there are no current defaults (or any existing situation which, with the passage of time, or the giving of notice, or both, or at the election of either landlord or tenant could constitute a default) either by Seller, as landlord, or by any tenant under any Lease ("Lease Default"). In the event there is any Lease Default as of the Contract Date, Seller agrees to provide Buyer with a detailed description of the situation in accordance with Section 4. Seller agrees not to commit a Lease Default as Landlord after the Contract Date; and agrees further to notify Buyer immediately in the event a Lease Default arises or is claimed, asserted or threatened to be asserted by either Seller or a tenant under the Lease.

(d) In addition to the conditions provided in Section 6 of this Agreement, this Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon the assignment of Seller's interest in any Lease to Buyer in form and content acceptable to Buyer (with tenant's written consent and acknowledgement, if required under the Lease). Seller agrees to deliver an assignment of any Lease at or before Closing, with any security deposits held by Seller under any Leases to be transferred or credited to Buyer at or before Closing. The assignment shall provide: (i) that Seller shall defend, indemnify and hold Buyer harmless from claims, losses, damages and liabilities (including, without limitation, court costs and attorneys' fees) asserted against or incurred by Buyer which are caused by or the result of any default by Seller under any Lease prior to the date of Closing, and (ii) that Buyer shall defend, indemnify and hold Seller harmless from claims, losses, damages and liabilities (including, without limitation, court costs and attorneys' fees) asserted against or incurred by Seller which are caused by or the result of any default by Buyer under any Lease after the date of Closing.

(e) Seller also agrees to work diligently to obtain any tenant signatures on any estoppel certificates in such form as Buyer may reasonably request and to work diligently to obtain any subordination, nondisturbance and attornment agreements in such form as Buyer may reasonably request.

**Section 8. Environmental:** Seller represents and warrants that it has no actual knowledge of the presence or disposal, except as in accordance with applicable law, within the buildings or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to: those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR Part 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 311 of the Clean Water Act of 1977 (33 U.S.C. §1321) or listed pursuant to Section 307 of the Clean Water Act of 1977 (33 U.S.C. §1317), (v) defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and

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Liability Act of 1980 (42 U.S.C. §9601). Seller has no actual knowledge of any contamination of the Property from such substances that may have been disposed of or stored on neighboring tracts.

**Section 9. Risk of Loss/Damage/Repair:** Until Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. Except as to maintaining the Property in its same condition, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.

**Section 10. Earnest Money Disbursement:** In the event that any condition hereto is not satisfied, then the Earnest Money shall be refunded to Buyer. In the event of breach of this Agreement by Seller, the Earnest Money shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Agreement by Buyer, the Earnest Money shall be paid to Seller as liquidated damages and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Section 6(c) or Section 22 of this Agreement. It is acknowledged by the parties that payment of the Earnest Money to Seller in the event of a breach of this Agreement by Buyer is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of such breach. The payment of the Earnest Money to Seller shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach.

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money held in escrow, a licensed real estate broker is required by state law (and Escrow Agent, if not a broker, hereby agrees) to retain the Earnest Money in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a broker or an attorney licensed to practice law in North Carolina is holding the Earnest Money, the broker or attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A- 12.

Seller and Buyer hereby agree and acknowledge that the Escrow Agent assumes no liability in connection with the holding of the Earnest Money pursuant hereto except for negligence or willful misconduct of Escrow Agent. Escrow Agent shall not be responsible for the validity, correctness or genuineness of any document or notice referred to under this Agreement. Seller and Buyer hereby agree to indemnify, protect, save and hold harmless Escrow Agent and its successors, assigns and agents pursuant to this Agreement, from any and all liabilities, obligations, losses, damages, claims, actions, suits, costs or expenses (including attorney fees) of whatsoever kind or nature imposed on, incurred by or asserted against Escrow Agent which in any way relate to or arise out of the execution and delivery of this Agreement and any action taken hereunder; provided, however, that Seller and Buyer shall have no such obligation to indemnify, save and hold harmless Escrow Agent for any liability incurred by, imposed upon or established against it as a result of Escrow Agent's negligence or willful misconduct.

**Section 11. Closing:** At or before Closing, Seller shall deliver to Buyer a special warranty deed unless otherwise specified on **Exhibit B** and other documents customarily executed or delivered by a seller in similar transactions, including without limitation, a bill of sale for any personal property listed on **Exhibit A**, an owner's affidavit, lien waiver forms (and such other lien related documentation as shall permit the Property to be conveyed free and clear of any claim for mechanics' liens) and a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act), and Buyer shall cause to be delivered the funds necessary to pay to Seller the Purchase Price. The Closing shall be conducted by Buyer's attorney or handled in such other manner as the parties hereto may mutually agree in writing. Possession shall be delivered at Closing, unless otherwise agreed herein. The Purchase Price and other funds to be disbursed pursuant to this Agreement shall not be disbursed until the Buyer's attorney's (or other designated settlement agent's) receipt of authorization to disburse all necessary funds.

**Section 12. Notices:** Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing (which shall include electronic mail) and shall be deemed to have been properly given and received (i) on the date delivered in person or (ii) the date deposited in the United States mail, registered or certified, return receipt requested, to the addresses set out in Section 1(g) as to Seller, and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith, (iii) at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party's system, to any electronic mail address or facsimile number, if any, provided in Section 1(g) as to Seller, and in Section 1(h) as to Buyer or (iv) on the date deposited with a recognized overnight delivery service, addressed to the addresses set out in Section 1(g) as to Seller, and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith. If a notice is sent by more than one method, it will be deemed received upon the earlier of the dates of receipt pursuant to this Section.

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**Section 13. Counterparts; Entire Agreement:** This Agreement may be executed in one or more counterparts, which taken shall constitute one and the same original document. Copies of original signature pages of this Agreement may be exchanged via facsimile or e-mail, and any such copies shall constitute originals. This Agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto. The invalidity of one or more provisions of this Agreement shall not affect the validity of any other provisions hereof and this Agreement shall be construed and enforced as if such invalid provisions were not included.

**Section 14. Enforceability:** This Agreement shall become a contract when signed by both Buyer and Seller and such signing is communicated to both parties; it being expressly agreed that notice given in accordance with Section 12 is not required for effective communication for the purposes of this Section 14. The parties acknowledge and agree that: (i) the initials lines at the bottom of each page of this Agreement are merely evidence of their having reviewed the terms of each page, and (ii) the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives.

**Section 15. Adverse Information and Compliance with Laws:**

(a) **Seller Knowledge/Assessments:** Seller has no actual knowledge of (i) condemnation(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against the Property; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; or (iv) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows (Insert "None" or the identification of any matters relating to (i) through (iv) above, if any):

**Note:** For purposes of this Agreement: (i) a "special assessment" is defined as a charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property; a special assessment may be either pending or confirmed; (ii) a "confirmed" special assessment is defined as an assessment that has been approved by a governmental agency or an owners' association for the purpose(s) stated, whether, at the time of Closing, it is payable in a lump sum or future installments; (iii) a "pending" special assessment is defined as an assessment that is under formal consideration by a governmental agency or an owners' association but which has not been approved prior to Closing. Seller shall pay, in full at Closing, all confirmed governmental or association special assessments, provided that the amount thereof can be reasonably determined or estimated. The payment of such determined or estimated amount shall be the final payment between Buyer and Seller as to any confirmed special assessments. If the amount of any special assessment cannot be reasonably determined or estimated, the special assessment shall be deemed a pending special assessment. Buyer shall take title subject to all pending special assessments disclosed by Seller herein, if any.

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

(c) **Owners' Association:** If the Property is subject to regulation by an owners' association, Seller shall deliver the following information to Buyer pursuant to Section 4 as if the same were listed therein (or Seller shall state that Seller does not have same in their possession or that such item is not applicable): (i) the name of the owners' association; (ii) the amount of regular assessments (dues); (iii) the name, address and telephone number of the president of the owners' association or of the association manager or management company; (iv) the owners' association website address; (v) the Seller's statement of account; (vi) the master insurance policy showing the coverage provided and the deductible amount; (vii) copies of any Declaration and/or Restrictive Covenants; (viii) the Rules and Regulations, (ix) the Articles of Incorporation and Bylaws of the owners' association; (x) the current financial statement and budget of the owners' association; (xi) the parking restrictions and information; and (xii) the architectural guidelines. Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer's agents, representative, closing attorney or lender true and accurate copies of the foregoing items affecting the Property, including any amendments thereto.

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**Section 16. Survival of Representations and Warranties:** All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Agreement.

**Section 17. Applicable Law:** This Agreement shall be construed under the laws of the state in which the Property is located. This form has only been approved for use in North Carolina.

**Section 18. Assignment:** This Agreement is freely assignable unless otherwise expressly provided on **Exhibit B**.

**Section 19. Tax-Deferred Exchange:** In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

**Section 20. Memorandum of Contract:** Upon request by either party, the parties hereto shall execute a memorandum of contract in recordable form setting forth such provisions hereof (other than the Purchase Price and other sums due) as either party may wish to incorporate. Such memorandum of contract shall contain a statement that it automatically terminates and the Property is released from any effect thereby as of a specific date to be stated in the memorandum (which specific date shall be no later than the date of Closing). The cost of recording such memorandum of contract shall be borne by the party requesting execution of same.

**Section 21. Authority:** Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party.

**Section 22. Brokers:** Except as expressly provided herein, Buyer and Seller agree to indemnify and hold each other harmless from any and all claims of brokers, consultants or real estate agents by, through or under the indemnifying party for fees or commissions arising out of the sale of the Property to Buyer. Buyer and Seller represent and warrant to each other that: (i) except as to the Brokers designated under Section 1(f) of this Agreement, they have not employed nor engaged any brokers, consultants or real estate agents to be involved in this transaction and (ii) that the compensation of the Brokers is established by and shall be governed by separate agreements entered into as amongst the Brokers, the Buyer and/or the Seller.

**Section 23. Attorneys Fees:** If legal proceedings are instituted to enforce any provision of this Agreement, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorneys fees and court costs incurred in connection with the proceeding.

☐ **EIFS/SYNTHETIC STUCCO:** If the adjacent box is checked, Seller discloses that the Property has been clad previously (either in whole or in part) with an "exterior insulating and finishing system" commonly known as "EIFS" or "synthetic stucco". Seller makes no representations or warranties regarding such system and Buyer is advised to make its own independent determinations with respect to conditions related to or occasioned by the existence of such materials at the Property.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

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**BUYER:****Individual**

DocuSigned by:



David Sittton

Date: 4/7/2025

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

**Business Entity**\_\_\_\_\_  
(Name of Entity)

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

Name: \_\_\_\_\_

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

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

**SELLER:****Individual**

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

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

**Business Entity**The City of Bessemer City, NC  
(Name of Entity)

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

Name: Josh RossTitle: City Manager

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

**WIRE FRAUD WARNING**

**To Buyers:** Before sending any wire, you should call the closing agent's office to verify the instructions. If you receive wiring instructions for a different bank, branch location, account name or account number, they should be presumed fraudulent. Do not send any funds and contact the closing agent's office immediately.

**To Sellers:** If your proceeds will be wired, it is recommended that you provide wiring instructions at closing in writing in the presence of the closing agent. If you are unable to attend closing, you may be required to send an original notarized directive to the closing agent's office containing the wiring instructions. This directive may be sent with the deed, lien waiver and tax forms if those documents are being prepared for you by the closing agent. At a minimum, you should call the closing agent's office to provide the wire instructions. The wire instructions should be verified over the telephone via a call to you initiated by the closing agent's office to ensure that they are not from a fraudulent source.

Whether you are a buyer or a seller, you should call the closing agent's office at a number that is independently obtained. To ensure that your contact is legitimate, you should not rely on a phone number in an email from the closing agent's office, your real estate agent or anyone else.

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

The City Clerk of Bessemer City  
(Name of Escrow Agent)

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

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

Escrow Agent's contact/notice information is as follows:

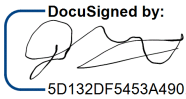
e-mail address: \_\_\_\_\_ fax number: \_\_\_\_\_

except as same may be changed pursuant to Section 12.

## **Exhibit B**

**The first floor of the property shall be restricted by zoning amendment or deed restriction to only the following uses as they are described by the Bessemer City Land Development Code (LDC):**

- **Restaurants and eateries**
- **Retail**
- **Micro-brewery/micro distillery**

DocuSigned by:  
  
5D132DF5453A490...

4/7/2025

# Memorandum



**To:** Mayor Smith and City Council  
**From:** Hydeia Hayes, City Clerk & HR  
**Date:** 4/14/2025  
**Subject:** ABC Board Chairman

At the March 2025 ABC Board meeting, the chair, Katie Love resigned. Thus, creating an additional board vacancy. Currently, there are two vacancies on the ABC Board. In order to conduct official business at the next ABC Board meeting on Monday, April 21<sup>st</sup>, 2025, staff is requesting that Council appoint a Board Chair of the remaining three members below:

## ABC Board

<u>Board Member</u>	<u>Term</u>
John Matsik	June 2024- June 2027
Terry Holt	June 2024-June 2025
Alfred Carpenter	June 2024- June 2027
Vacant	June 2022-June 2025
Vacant	June 2023-June 2026

