



January 10, 2022
Council Meeting

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

**CITY OF MOUNT HOLLY
MOUNT HOLLY CITY COUNCIL MEETING AGENDA**



**January 10, 2022
7:00 P.M.**

CALL TO ORDER BY THE MAYOR

INVOCATION

PLEDGE OF ALLEGIANCE

SET THE AGENDA

CONSENT AGENDA

1. Approval of Budget Amendment
 - 410 East Central Avenue Broker's Commission
 - River Hawk Greenway Branding Project
2. Approval of a Resolution Adopting the North Carolina Records Retention Schedule as Updated and Amended October, 2021
3. Resolution for Intent to Close Park Avenue and Call for Public Hearing
4. Call for a public hearing to consider rezoning a 0.41-acre tract of land, Gaston County Parcel ID # 227246, located to rear and adjacent to Mount Holly Farm Supply, from R-12 SF to B-2 Neighborhood Business.
5. Approval of a Relief Operator Position for the Utilities Department and Associated Budget Amendment
6. Municipal Concurrence for Speed Limit Reduction on a portion of W. Catawba Avenue (SR 2040) maintained by NCDOT
7. Approval of Minutes of the December 13, 2021 Council Meeting
8. Approval of Minutes of the December 20, 2021 Special Meeting

PRESENTATIONS

1. Presentation of a Donation from South State Bank for the MHPD Memorial Plaza

Janet Sarn

PUBLIC HEARING

1. Public Hearing to Consider a Resolution Closing Portions of S. Lee Street, E. Catawba Avenue and S. Alexander Street
2. Public Hearing for a Traffic Control Device on North Hawthorne Ave

Greg Beal

Tony Walker

PUBLIC COMMENT – Three (3) Minute Limit

OLD BUSINESS

NEW BUSINESS

1. Consideration and Approval of Bid for Old Hickory Grove Road Waterline Improvements and Approval of a Budget Amendment to Allocate Funding the Project *Jonathan Wilson*
2. Consideration and Approval of a Resolution to Enter into Contract to Sell the Property Located at 129 South Main Street and Advertise the Contract for Upset Bids. *Marie Anders*

CLOSED SESSION

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

ADJOURN

CONSENT AGENDA



City of Mount Holly Action Agenda Item

To: Mayor and City Council	Date: December 29, 2021
From: Miles Braswell, City Manager	Meeting Date: January 10, 2022
Agenda Item to be considered:	
Budget Amendment: Broker Commission for 410 East Central Avenue	
Will this require a public hearing? ☐ YES ☒ NO	
Background/Purpose of Request:	
Coldwell Banker Commercial MECA successfully brokered a lease agreement for 410 East Central Avenue and per the agreement, 50% commission is due upon lease signing that occurred on December 13, 2021. Staff is requesting a budget amendment to process the payment.	
Fiscal Impact:	
Will Item affect current budget	☒ YES ☐ NO ☐ N/A
Reviewed by Finance Director	☒ YES ☐ NO ☐ N/A
Preaudit Certification required	☒ YES ☐ NO ☐ N/A
Capital Project Ordinance required	☐ YES ☒ NO ☐ N/A
Budget Transfer required	☒ YES ☐ NO ☐ N/A
Total City Dollars:	\$14,916.48
Budget Code	
Reviewed by City Attorney	☐ YES ☒ NO ☐ N/A
Manager/Staff Recommendation: <u>Recommend approval of the budget amendment.</u>	
Result of City Council Decision: _____	
Attachments:	
• Coldwell Banker Invoice dated 12/28/21	



**COLDWELL
BANKER
COMMERCIAL**

MECA

100 North Main St.
Suite #110
Belmont, NC 28012
704-266-5400

A/R # : **CBCG-21-079**

INVOICE

Name The City of Mount Holly
Address P.O. Box 406
Mount Holly State NC Zip 28120
Re:

Date 12/28/2021
Rep: Sam Kline
Prop ID 400 East Central Ave.

Quantity	Description		TOTAL
	Re: Commission due for the lease between The City of Mount Holly (Landlord) & Dr. Kasey Petersen(Tenant) for the property located @ 410 East Central Ave. Mount Holly, NC 28120		
	Total Lease Value:	\$ 614,976.72	
	Total Amount Due:	\$ 29,832.96	
	Note: 50% (\$14,916.48) due upon Lease Signing		
	Remaining balance (\$14,916.48) is due at rent commencement (October 1,2022)		
	Payment should be made payable to Coldwell Banker Commercial-MECA		
	Total Due Upon Receipt	TOTAL	\$14,916.48

CITY OF MOUNT HOLLY
FY 21-22 Budget Amendment

Account Number	Description	Account Debit	Account Credit
10-00-4120-199	Contract Services	\$ 14,917.00	
10-00-3991-000	Fund Balance Appropriation		\$ 14,917.00
TOTAL		\$ 14,917.00	\$ 14,917.00

Date Submitted: 10-Jan-22

Finance Officer: _____

City Manager: _____

Department Comments:

Budget Amendment for Commission due to Coldwell Banker

Unassigned Fund Balance after Budget Amendment Approval: \$6,246,271

% of Budget after Budget Amendment Approval: 42.70619%



City of Mount Holly Action Agenda Item

To: Mayor and City Council

Date: 1-5-22

From: Mark Jusko

Meeting Date: 1-10-22

Agenda Item to be considered: Approval of budget amendment for the River Hawk Greenway branding project

Will this require a public hearing? ☐ YES ☒ NO

Background/Purpose of Request _____

The branding /logo design for the River Hawk greenway is not currently budgeted in the 21-22 Parks & Recreation budget. The requested budget amendment amount is \$15,000 from fund balance to professional services. The firm chosen for this project is Destination by Design from Boone.

Fiscal Impact:

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

Manager/Staff Recommendation: Recommended for approval

Result of City Council Decision:

Attachments:

Budget amendment form, River Hawk greenway brand creation agreement



CITY OF MOUNT HOLLY
FY 21-22 Budget Amendment

Account Number	Description	Account Debit	Account Credit
10-00-3991-000	Appropriated Fund Balance		\$15,000.00
10-81-6130-194	Professional Svcs	\$15,000.00	
TOTAL		\$15,000.00	\$15,000.00

Date Submitted: 10-Jan-22

Finance Officer: _____

City Manager: _____

Department Comments:

Amendment to allocate Fund Balance for River Hawk Greenway Brand Creation project

Unassigned Fund Balance to date:

% of Budget:



River Hawk Greenway Brand Creation Agreement

Destination by Design and City of Mount Holly, NC
12.09.2021

THIS AGREEMENT entered into this ___ day of _____, 2021, by and between City of Mount Holly, NC, hereinafter referred to as the "City" or "Client", and Destination by Design Planning Studios, LLC., (DbD) a professional consulting firm, hereinafter referred to as the "Consultant" or "DbD."

I. Scope of Services

PHASE 1: DISCOVERY & BRAND STRATEGY

1.1. Direction-Setting Meeting

Destination by Design (DbD) facilitates a Direction-Setting meeting via Zoom with the Brand Committee to glean research insights and cover the following:

- 1.1.1 Review the scope of work, project timeline, design process and organizational & project objectives
- 1.1.2 Project Committee introductions
- 1.1.3 Independent Research direction
- 1.1.4 Stakeholder Identification

1.2 Independent Research

DbD conducts desktop research on the industry, current trends & region, including:

- 1.2.1 Social media and online research
- 1.2.2 Conduct a competitive analysis of comparative and competing greenways & trail brands
- 1.2.3 Review of previous or existing community or stakeholder research
- 1.2.4 Conduct a brand audit of existing community brands and marketing environment

1.3 Site Visit & Stakeholder Engagement

Representatives from Client and DbD will conduct an extensive site visit and tour of the region, including scheduled discussions with up to 3 organizational stakeholders or a Focus Group discussion. This field visit will provide an opportunity for DbD to gain contextual perspective on the greenway and the opportunities for brand utilization.

1.4 Brand Platform

Informed by committee feedback and all data obtained during the Research & Discovery Phase, DbD develops a strategic Brand Platform, the written brand strategy document outlining all elements necessary to execute visual identity design and branded campaigns, including:

- 1.4.1 Brand Positioning Statements
- 1.4.2 Brand Promise
- 1.4.3 Brand Essence
- 1.4.4 Key Marketing Messages & Messaging Architecture
- 1.4.5 Story Theme Identification
- 1.4.6 Brand Goals/Objectives
- 1.4.7 Tagline Recommendations

PHASE 2: IDENTITY DESIGN & DEVELOPMENT

2.1 Creative Direction Meeting

To establish a creative look and feel in accordance with Client objectives, DbD delivers at least three (3) conceptual logo directions in the form of a mood board presentation.

2.1.1 Client approves one direction or provides feedback for a combined direction. Upon approval the design team proceeds to the design phase.

2.1.1 Logo/Visual Identity Design. DbD develops a complete Brand Identity Package to support the Brand Platform, including the following:

- Full logo system including multiple logo variations and associated assets such as icons, wordmarks, fonts and taglines
- Brand Guidebook/Graphic Standards

2.2 Brand Extension Assets & Design Mock-Ups

To provide art direction and assets for marketing campaigns, DbD develops the following graphic design deliverables. Each item includes one round of feedback and revision:

- 2.2.1 Trail Signage Mock-ups
- 2.2.2 Trail Map/Brochure Art Direction & Mock-ups
- 2.2.3 T-shirt designs
- 2.2.4 Promo sticker designs
- 2.2.5 Website Home Page Mock-ups for Mobile & Desktop

2.3 Final Brand Presentation

Conduct final Project Committee meeting presenting all creative deliverables and final marketing recommendations to the Project Committee.

II. Fees and Payment Schedule

- 2.1 Fees for services shall be lump sum in accordance the table below. The Consultant shall be paid a 15% deposit upon contract execution and thereafter submit monthly invoices in accordance with project progress. The Consultant shall be paid within thirty (30) days of receipt of a detailed invoice.

Phase 1: Discovery & Brand Strategy		\$4,000
1.1 Direction-Setting Meeting	\$500	
1.2 Independent Research	\$500	
1.3 Site Visit & Stakeholder Interviews	\$1,500	
1.4 Brand Platform	\$1,500	
Phase 2: Identity Design & Development		\$11,000
2.1 Creative Direction	\$1,500	
2.2 Logo/Visual Identity Design	\$7,000	
2.3 Brand Extension Assets	\$2,000	
2.4 Final Brand Presentation	\$500	
Total		\$ 15,000

- 2.2 *Printing Expenses.* Printing expenses will be billed at cost.

- 2.3 *Additional Services/ Hourly Rates.* At the discretion of the Client, the Consultant may be hired for additional services at an hourly rate:

- *Urban Designer/ Senior Planner/ Senior Graphic Designer:* \$155/ hr.
- *Associate Graphic Designer/ Associate Video Producer:* \$135/ hr.
- *Photography/ Videography (w/ full kit) 2-3 person crew day rate:* \$3,500 (+ travel)
- *Civil Engineer/ Landscape Architect/ Principal:* \$195/ hr.

III. Ownership of Documents

- 3.1 The Consultant shall be deemed the author and owner of all deliverables provided to the Client, including but not limited to plans, drawings, displays, graphic art, and other images and devices of any medium, including electronic data or files, which are developed, created, or derived pursuant to this Agreement by the Consultant (collectively, the "Deliverables").
- 3.2 Subject to payment by the Client of all fees and costs owed to the Consultant, the Consultant grants full usage to the Client.

IV. Jurisdiction

This Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina in a court of competent jurisdiction seated in City of Mount Holly, N.C.

V. Binding Effect

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and shall not be assigned without the prior written consent of the parties herein.

VI. E-Verify

Consultant shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if Consultant utilizes a subcontractor, Consultant shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

VII. Complete Agreement

This Agreement represents the entire understanding between the Owner and the Consultant and supersedes all prior negotiations, representations, or agreements, whether written or oral. This Agreement only may be amended in writing signed by both the Owner and the Consultant.

VIII. Signatures

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

City of Mount Holly, NC

Signature Date

Title

Destination by Design Planning, LLC

Signature Date

Title

Audit Certification:

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

2021 General Records Schedule: Local Government Agencies

The records retention and disposition schedules and retention periods governing the records series listed herein are hereby approved. This approval extends to and includes the following standards in the **2021 General Records Schedule: Local Government Agencies**:

1. Administration and Management Records
2. Budget, Fiscal, and Payroll Records
3. Geographic Information System Records
4. Human Resources Records
5. Information Technology Records
6. Legal Records
7. Public Relations Records
8. Risk Management Records
9. Workforce Development Records

In accordance with the provisions of Chapters 121 and 132 of the *General Statutes of North Carolina*, it is agreed that the records do not and will not have further use or value for official business, research, or reference purposes after the respective retention periods specified herein and are authorized to be destroyed or otherwise disposed of by the agency or official having custody of them without further reference to or approval of either party to this agreement.

Destructions

G.S. § 121-5 authorizes the Department of Natural and Cultural Resources to regulate the destruction of public records. Furthermore, the local government agency agrees to comply with 07 NCAC 04M .0510 when deciding on a method of destruction. The North Carolina Administrative Code states:

"(a) Paper records which have met their required retention requirements and are not subject to legal or other audit holds should be destroyed in one of the following ways:

1. burned, unless prohibited by local ordinance;
2. shredded, or torn up so as to destroy the record content of the documents or material concerned;
3. placed in acid vats so as to reduce the paper to pulp and to terminate the existence of the documents or materials concerned; or
4. sold as waste paper, provided that the purchaser agrees in writing that the documents or materials concerned will not be resold without pulverizing or shredding the documents so that the information contained within cannot be practicably read or reconstructed.

(b) When used in an approved records retention and disposition schedule, the provision that electronic records are to be destroyed means that the data and metadata are to be overwritten, deleted, and unlinked so the data and metadata may not be practicably reconstructed.

(c) When used in an approved records retention and disposition schedule, the provision that confidential records of any format are to be destroyed means the data, metadata, and physical media are to be destroyed in such a manner that the information cannot be read or reconstructed under any means."

All local government agencies should maintain logs of their destructions either in the minutes of their governing board or in their Records Management file. Confidential records will be destroyed in such a manner that the records cannot be practicably read or reconstructed.

Public records, including electronic records, not listed in this schedule are not authorized to be destroyed.

Audits and Litigation Actions

Records subject to audit or those legally required for ongoing official proceedings must be retained until released from such audits or official proceedings, notwithstanding the instructions of this schedule.

Electronic Records

All local government agencies and the Department of Natural and Cultural Resources concur that the long-term and/or permanent preservation of electronic records requires additional commitment and active management by the agency. Agencies agree to comply with all policies, standards, and best practices published by the Department of Natural and Cultural Resources regarding the creation and management of electronic records.

Local government agencies should consider retention requirements and disposition authorities when designing and implementing electronic records management systems. Any type of electronically-created or electronically-stored information falls under the North Carolina General Assembly's definition of public records cited above. For example, e-mail, text messages, blog posts, voicemails, websites, word processing documents, spreadsheets, databases, and PDFs all fall within this definition of public records. In addition, G.S. § 132-6.1(a) specifies:

“Databases purchased, leased, created, or otherwise acquired by every public agency containing public records shall be designed and maintained in a manner that does not impair or impede the public agency's ability to permit the public inspection and examination of public records and provides a means of obtaining copies of such records. Nothing in this subsection shall be construed to require the retention by the public agency of obsolete hardware or software.”

Local government agencies may scan any paper record and retain it electronically for ease of retrieval. If an agency wishes to destroy the original paper records before their assigned retention periods have been met, the agency must establish an electronic records policy, including putting into place procedures for quality assurance and documentation of authorization for records destructions approved by the Government Records Section. This electronic records policy and releases for destruction of records must be approved by the Government Records Section. Agencies should be aware that for the purpose of any audit, litigation, or public records request, they are considered the records custodian obligated to produce requested records, even if said records are being maintained electronically by an outside vendor. Therefore, contracts regarding electronically stored information should be carefully negotiated to specify how records can be exported in case a vendor goes out of business or the agency decides to award the contract to a different vendor.

Reference Copies

All local government agencies and the Department of Natural and Cultural Resources agree that certain records series possess only brief administrative, fiscal, legal, research, and reference value. These records series have been designated by retention periods that allow these records to be destroyed when *“reference value ends.”* All local government agencies hereby agree that they will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction *“destroy when reference value ends.”* If a local government agency does not establish internal policies and retention periods, the local government agency is not complying with the provisions of this retention schedule and is not authorized by the Department of Natural and Cultural Resources to destroy the records with the disposition instruction *“destroy when reference value ends.”*

Record Copy

A record copy is defined as “The single copy of a document, often the original, that is designated as the official copy for reference and preservation.”¹ The record copy is the one whose retention and disposition is mandated by this schedule; all additional copies are considered reference or access copies and can be destroyed when their usefulness expires. In some cases, postings to social media may be unofficial copies of information that is captured elsewhere as a record copy (e.g., a press release about an upcoming agency event that is copied to various social media platforms). Appropriately retaining record copies and disposing of reference copies requires agencies to

¹ Society of American Archivists, *Dictionary of Archives Terminology*.

designate clearly what position or office is required to maintain an official record for the duration of its designated retention period.

Transitory Records

Transitory records are defined as “record[s] that [have] little or no documentary or evidential value and that need not be set aside for future use.”²

North Carolina has a broad definition of public records. However, the Department of Natural and Cultural Resources recognizes that some records may have little or no long-term documentary or evidential value to the creating agency. These records are often called transitory records. They may be disposed of according to the guidance below. However, all public employees should be familiar with their appropriate retention schedule and any other applicable guidelines for their office. If there is a required retention period for these records, that requirement must be followed. When in doubt about whether a record is transitory or whether it has special significance or importance, retain the record in question and seek guidance from a DNCR records analyst.

Routing slips and transmittal sheets adding no information to that contained in the transmitted material have minimal value after the material has been successfully transmitted. These records may be destroyed or otherwise disposed of after receipt of the material has been confirmed. Similarly, “while you were out” slips, memory aids, and other records requesting follow-up actions (including voicemails and calendar invites) have minimal value once the official action these records are supporting has been completed and documented. These records may be destroyed or otherwise disposed of once the action has been resolved.

Drafts and working papers, including notes and calculations, are materials gathered or created to assist in the creation of another record. All drafts and working papers are public records subject to all provisions of Chapter 132 of the General Statutes, but many of them have minimal value after the final version of the record has been approved, and may be destroyed after final approval, if they are no longer necessary to support the analysis or conclusions of the official record. Drafts and working documents that may be destroyed after final approval include:

- Drafts and working papers for internal and external policies
- Drafts and working papers for internal administrative reports, such as daily and monthly activity reports;
- Drafts and working papers for internal, non-policy-level documents, such as informal workflows and manuals; and
- Drafts and working papers for presentations, workshops, and other explanations of agency policy that is already formally documented.

Forms used solely to create, update, or modify records in an electronic medium may be destroyed in office after completion of data entry and after all verification and quality control procedures, so long as these records are not required for audit or legal purposes. However, if the forms contain any analog components that are necessary to validate the information contained on them (e.g., a signature or notary’s seal), they must be retained according to the disposition instructions for the records series encompassing the forms’ function.

² Ibid.

It is further agreed that these records may not be destroyed prior to the time periods stated; however, for sufficient reason they may be retained for longer periods. This schedule supersedes previous versions of this schedule and any localized amendments; it is to remain in effect from the date of approval until it is reviewed and updated.

APPROVAL RECOMMENDED

Municipal/County Clerk or Manager
Title: _____



Sarah E. Koonts, Director
Division of Archives and Records

APPROVED

Head of Governing Body
Title: _____



D. Reid Wilson, Secretary
Department of Natural and Cultural
Resources

Municipality/County: _____

Effective: October 1, 2021



City of Mount Holly Action Agenda Item

To: City Council Greg Beal, Economic Development	Date: January 6, 2022
From: Coordinator, Planning Director	Meeting Date: January 10, 2022
Agenda Item to be considered: <u>Resolution for Intent to Close Park Avenue and Call for Public Hearing</u>	
Will this require a public hearing? ☒ YES ☐ NO	
Background/Purpose of Request: Over the past couple of months, staff has been working with Greg Dimmer on the development of five lots of record off Webb Street. For years, actually nearly 100 years since they were platted, these lots have not been developed due to their landlocked nature, with access provided by two, unopened street right-of-ways. For existing lots of record, the Subdivision and Land Development Ordinance does not apply. Mr. Dimmer and his attorney have been working through the legal issues with this closure with City Attorney Marie Anders. When first proposed, Mr. Dimmer had proposed to close Webb St, Park Avenue and Mill Street, which staff opposed. Mill Street would provide needed access to the future laydown yard off Legion Road. There is no reason to close Webb Street. This led to Mr. Dimmer filing the petition to close Park Avenue and provide the required 20-foot access, which he intends to pave and maintain privately, if Council chooses to close Park Avenue, as proposed. Upon receiving a request/petition for the closure of a public street, State Statutes require that Council adopt a resolution for the intent to close said street or streets and set a public hearing date, as the first steps in the process. The City would then advertise said resolution in the local newspaper, notify adjacent property owners by certified mail and post signage along the street(s), for four consecutive weeks, and then, hold the public hearing to consider closure. Utility easements are intended to be maintained. Mr. Dimmer is proposing to build five infill homes on these lots of record in the near future, if the closure is approved.	
Fiscal Impact:	
Will Item affect current budget	☐ YES ☐ NO ☒ N/A
Reviewed by Finance Director	☐ YES ☐ NO ☒ N/A
Preaudit Certification required	☐ YES ☐ NO ☒ N/A
Capital Project Ordinance required	☐ YES ☐ NO ☒ N/A
Budget Transfer required	☐ YES ☐ NO ☒ N/A
Total City Dollars:	\$
Budget Code	
Reviewed by City Attorney	☒ YES ☐ NO ☐ N/A
Manager/Staff Recommendation: <u>Staff recommends setting the public hearing date for consideration of street closures Park Avenue, as outlined in the attached map, for February 14th at 7:00 PM before City Council.</u>	
Result of City Council Decision: _____	
Attachments: <u>Petition for Street Closure</u> <u>Resolution of Intent to Close</u>	

RESOLUTION OF INTENT

A RESOLUTION declaring the intention of the City Council of the City of Mount Holly to consider the closing of a portion of Park Avenue.

WHEREAS, G. S. 160A-299 authorizes the City Council to close public streets and alleys; and,

WHEREAS, the City Council considers it advisable to conduct a public hearing for the purpose of giving consideration to the closing of that portion of Park Avenue as shown and described in a certain Petition filed by Dimmer & Sons Construction, Inc., dated December 6, 2021.

NOW, THEREFORE, BE IT RESOLVED by the City Council that:

1. A public hearing will be held at 7:00 PM on February 14, 2022, in the Mount Holly Municipal Complex to consider a resolution closing those portions of Park Avenue described in the Petition.
2. The City Clerk is hereby directed to publish this Resolution of Intent once a week for four successive weeks in The Gaston Gazette, or another newspaper of general circulation in the area.
3. The City Clerk is further directed to transmit by registered or certified mail to each owner of property abutting upon that portion of Park Avenue a copy of this Resolution of Intent.
4. The City Clerk is further directed to cause adequate notices of this Resolution of Intent and the scheduled public hearing to be posted as required by G.S. 160A-299.

Upon motion duly made of Councilperson _____ and duly seconded by Councilperson _____, the above resolution was duly adopted by the City Council at the meeting held on January 10, 2022, at the Mount Holly Municipal Complex. Upon a call for a vote the votes were unanimous in the affirmative.

NORTH CAROLINA

GASTON COUNTY

PETITION TO THE MOUNT HOLLY
CITY COUNCIL

The undersigned Petitioner(s) hereby petition(s) that portions of certain public roads in Mount Holly, North Carolina, be closed, as follows: OFF OF WEBB ST.

Name of road(s) to be closed: ROAD RIGHT OF WAY 40 WIDE BETWEEN PARCELS 124301, 124309, 124307 + 124304 NO GIVEN ST. NAME ON GIS

Attached hereto as Exhibit "A" is a survey or map showing the public roads and depicting the portions which the undersigned desire to close. A written description of the portion of the roads Petitioner desires for the City of Mount Holly to close is as follows:
(Insert description here or attach as Exhibit "B".)

SEE ATTACHED GIS MAP

The Petitioner requests that this matter be placed for hearing before the City Council and that all interested property owners be notified in accordance with North Carolina General Statute 160A-299.

Submitted this 6th day of DECEMBER, 2021.

Petitioner:

By: [Signature]

GREG DIMMER

Name: DIMMER & SONS CONSTRUCTION, INC.

Address: P.O. Box 442 MTHolly NC 28120

By: _____

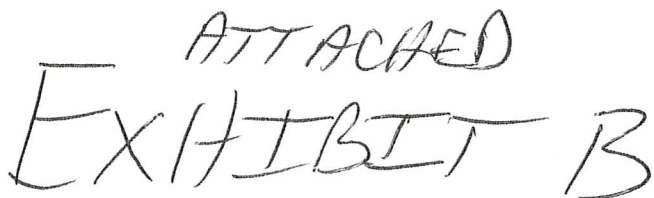
Name: _____

Address: _____

By: _____

Name: _____

Address: _____

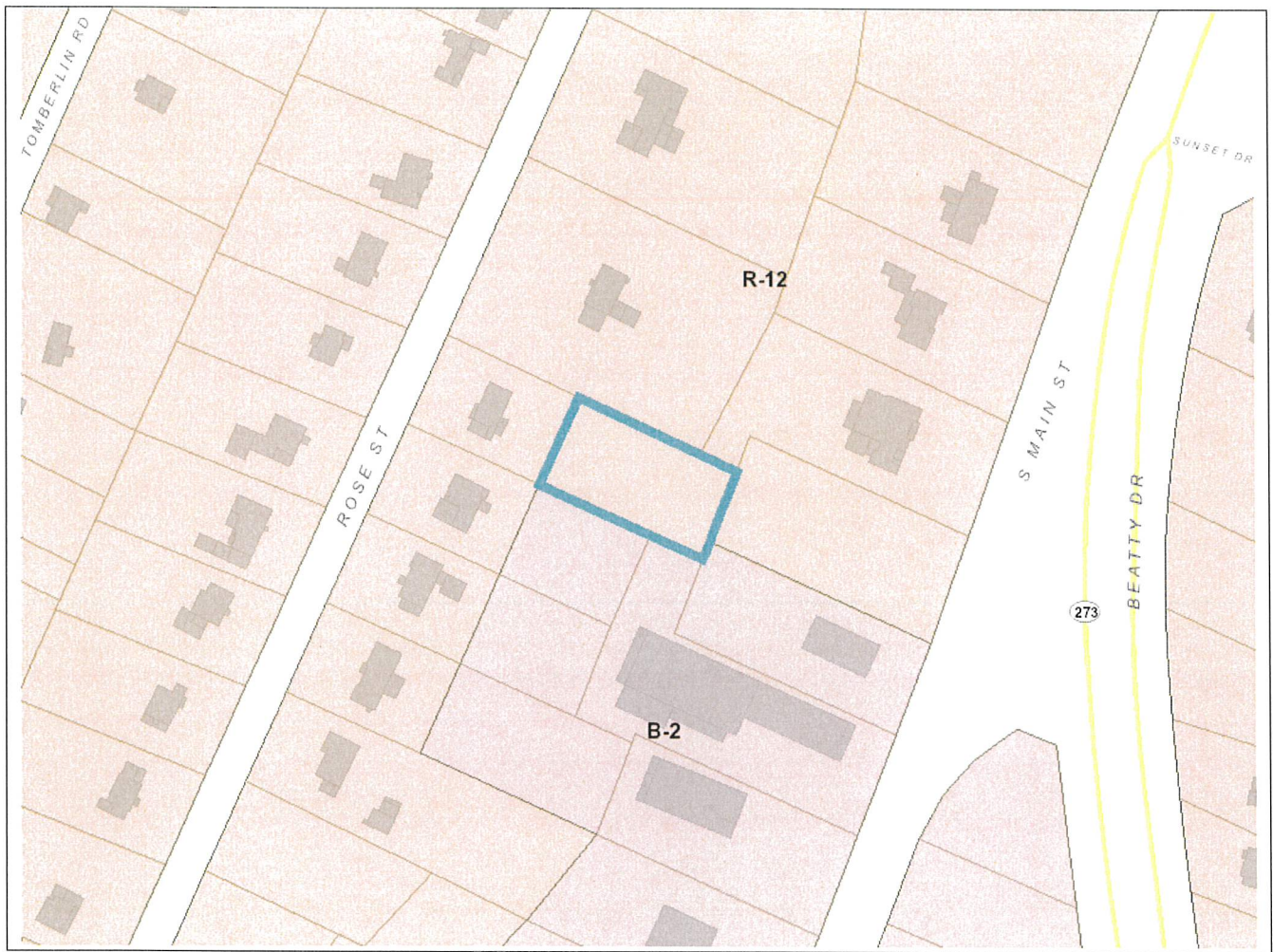


By: M. J. [Signature]



City of Mount Holly Action Agenda Item

To: City Council Greg Beal Economic Development	Date: January 5, 2022
From: Coordinator, Planning Director	Meeting Date: January 10, 2022
Agenda Item to be considered: <u>Call for a public hearing to consider rezoning a 0.41-acre tract of land, Gaston County Parcel ID # 227246, located to rear and adjacent to Mount Holly Farm Supply, from R-12 SF to B-2 Neighborhood Business.</u>	
Will this require a public hearing? ☒ YES ☐ NO	
Background/Purpose of Request: <u>The applicant, Mount Holly Farm Supply, seeks to rezone this adjacently-owned property from R-12 SF to B-2 Neighborhood Business to allow for more secured storage and parking. The applicant, Mr. Eric Jones, in recent meetings, stated that he mistakenly proceeded with a project to install a retaining wall and parking area under the presumption that the parcel was zoned commercial. In fact, it was zoned residential. The City provided correspondence of such in the early stages and issued a stop work order; Council has been apprised of these actions through weekly updates. There is no further work being conducted onsite, and the City has issued a stay of enforcement, pending the outcome of the proposed rezoning hearing. No permits have been issued for the project.</u>	
Fiscal Impact:	
Will Item affect current budget	☐ YES ☐ NO ☒ N/A
Reviewed by Finance Director	☐ YES ☐ NO ☒ N/A
Preaudit Certification required	☐ YES ☐ NO ☒ N/A
Capital Project Ordinance required	☐ YES ☐ NO ☒ N/A
Budget Transfer required	☐ YES ☐ NO ☒ N/A
Total City Dollars:	\$
Budget Code	
Reviewed by City Attorney	☒ YES ☐ NO ☐ N/A
Manager/Staff Recommendation: <u>Staff recommends that Council set the dates for the public hearings on February 7th before the Planning Commission and February 14th before City Council.</u>	
Result of City Council Decision: _____	
Attachments: <u>Map</u>	





City of Mount Holly Action Agenda Item

To: Mayor and City Council	Date: January 5, 2022
From: Jonathan Wilson, Deputy Utilities Director	Meeting Date: January 10, 2022

Agenda Item to be considered:

Approval of a Relief Operator Position for the Utilities Department and Associated Budget Amendment.

Will this require a public hearing? ☐ YES ☒ NO

Background/Purpose of Request:

The COVID-19 pandemic and protocols have reinforced the need for our operational groups to have a "Relief Operator" on staff. The Utilities Department is proposing this position to be a full time employee having multiple certifications i.e. WTP Grade C, WWTP Grade 1, Collections Grade 1 and Distribution Grade C.

The Water Treatment Plant and Wastewater Treatment Plant primary staffing positions have remained constant and will continue as organized with the exception of a proposed Relief Operator position.

The WTP and WWTP have appropriate staff levels for regulatory coverage but all Divisions, especially the plants, do not have the ability to cover their responsibilities without the need to pay overtime. This Relief Operator position would be available to all Utilities Divisions as the need arises i.e. COVID-19 quarantines, vacations, sick time, FMLA and daily operations. The associated budget amendment does include salary and benefits for this requested position.

Fiscal Impact:

Will Item affect current budget	☒ YES	☐ NO	☐ N/A
Reviewed by Finance Director	☒ YES	☐ NO	☐ N/A
Preaudit Certification required	☒ YES	☐ NO	☐ N/A
Capital Project Ordinance required	☐ YES	☒ NO	☐ N/A
Budget Transfer required	☒ YES	☐ NO	☐ N/A
Total City Dollars:	\$ 59,000.00		
Budget Code			
Reviewed by City Attorney	☐ YES	☒ NO	☐ N/A

Manager/Staff Recommendation: Approval for the Utilities Department to add the position of "Relief Operator" and associated budget amendment.

Result of City Council Decision: _____

Attachments:

1. Job Description
2. Budget Amendment

CITY OF MOUNT HOLLY

Relief Operator

GENERAL STATEMENT OF DUTIES: Performs responsible operational, laboratory, and maintenance functions in a water or wastewater treatment plant. Performs semi-skilled work in maintenance and construction of water and sewer system; performs related duties as required.

DISTINGUISHING FEATURES OF THE CLASS: An employee in this class performs a variety of operational, laboratory, and maintenance duties designed to produce safe treatment of potable water, safe treatment and disposal of domestic and industrial wastewater. Employees in this class perform work involving a variety of water and sewer systems projects and related tasks. Work includes monitoring the plant's operation through observation, mechanical readings and the results of standard chemical and biological tests and to make necessary adjustments in the process as conditions or test results dictate. Other duties include performing standard laboratory duties and tests and assisting with plant and facilities maintenance. Work also includes substantial record keeping of work activities. Work is performed under the general supervision of a Division Manager within the Utilities Department and reviewed by observation, conference, and reviewing records for adherence to operations standards, instructions, and safety practices.

ESSENTIAL JOB FUNCTIONS:

Work involves a variety of operational and maintenance duties designed to produce safe treatment of potable water and disposal of domestic and commercial waste materials;

Work is performed on an assigned or rotating shift;

Makes regular tours of plant and checks engines, generators, pumps, tanks, filters, basins and other equipment for proper functioning;

Logs daily, weekly, and monthly activities;

Performs standard laboratory chemical and biological tests;

Performs general preventive and scheduled maintenance;

Assists on maintenance and repairs;

Regulates and adjusts motors, pumps, valves and other apparatus to meet changing operating conditions;

Performs routine building maintenance including cleaning and painting;

Collects water and wastewater samples;

JOB RELATED PHYSICAL ACTIVITY REQUIREMENTS: This position involves work requiring the employee to exert up to 50 pounds of force occasionally and less force frequently to move objects. Physical activity related to this position may include climbing, stooping, kneeling, crouching, reaching, standing, walking, pulling, lifting, fingering, grasping, feeling, talking, hearing and repetitive motions. Sufficient visual acuity is required to prepare and analyze data and figures; use a computer terminal; visually inspect and assemble small parts involved in the operation of machines and determine if small defects are present and use measuring devices. An employee in this position will be exposed to indoor and outdoor environmental conditions; subject to hazards including work in high places, exposure to working mechanical parts, electrical currents, and exposure to chemicals; and subject to extreme heat and cold, noise and vibrations, and working in narrow or close quarters.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES: Working knowledge of the operating characteristics and maintenance requirement of water treatment plant/wastewater treatment plant; working knowledge of applicable federal, state, and local laws, ordinances, and permitting requirements; working knowledge of the occupational hazards of the work and of necessary safety precautions; some knowledge of standard laboratory test and procedures used in a water treatment plant/wastewater treatment plant; some knowledge of hydraulic, chemical and mechanical principles pertinent to water treatment plant operations; ability to detect flaws in the operation of mechanical equipment and to determine proper remedial measures; ability to conduct routine laboratory test; ability to understand and follow moderately complex oral and written instructions; ability to read meters, charts, and technical manuals and drawings accurately and to maintain records of shift operations; ability to train subordinates; ability to establish and maintain effective working relationships with peers and superiors.

ACCEPTABLE EXPERIENCE AND TRAINING: Graduation from high school or GED and some experience in water and/or wastewater treatment; or an equivalent combination of education and experience.

ADDITIONAL REQUIREMENT: Must possess a valid North Carolina Driver's License. Certification at Grade C by the State of North Carolina for water treatment or Grade 1 by the State of North Carolina for wastewater treatment or the ability to obtain within 1 year of hire Grade C water treatment certification.



CITY OF MOUNT HOLLY
FY 21-22 Budget Amendment

Account Number	Description	Account Debit	Account Credit
62-91-3991-000	Enterprise Fund Balance		\$59,000.00
62-91-7130-121	Salaries	\$59,000.00	
TOTAL		\$59,000.00	\$59,000.00

Date Submitted: 10-Jan-22

Finance Officer: _____

City Manager: _____

Department Comments:

Amendment to allocate Fund Balance for Utilities relief operator position

Unassigned Fund Balance to date:

% of Budget:



City of Mount Holly Action Agenda Item

To: City Council From: Brian DuPont	Date: 1-3-22 Meeting Date: 1-10-22
Agenda Item to be considered: Municipal Concurrence for Speed Limit Reduction on a portion of W. Catawba Avenue (SR 2040) maintained by NCDOT	
Will this require a public hearing? ☐ YES ☒ NO	
Background/Purpose of Request : NCDOT has initiated the process to reduce the speed limit from 35 MPH to 25 MPH between Main Street and Hawthorne Street. The State received a request from a citizen that lives along Catawba Avenue, which led to the speed limit review and report attached that recommended the reduction. NCDOT requires concurrence by Mount Holly to revise the speed limit. NCDOT cannot reduce the speed limit without this concurrence since the road is in the City limits. If the concurrence is not approved, then the speed limit would remain at 35 MPH in this location. Staff does not object to this revision to the speed limit.	
Fiscal Impact:	
Will Item affect current budget	☐ YES ☐ NO ☒ N/A
Reviewed by Finance Director	☐ YES ☐ NO ☒ N/A
Preaudit Certification required	☐ YES ☐ NO ☒ N/A
Capital Project Ordinance required	☐ YES ☐ NO ☒ N/A
Budget Transfer required	☐ YES ☐ NO ☒ N/A
Total City Dollars:	\$
Budget Code	
Reviewed by City Attorney	☐ YES ☐ NO ☐ N/A
Manager/Staff Recommendation: Recommend approval of the concurrence	
Result of City Council Decision: _____	
Attachments: 1. Letter from NCDOT 2. Concurrence Declaration 3. Map 4. Engineering Traffic Investigation	



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

November 22, 2021

County: Gaston

Subject: Certification of Municipal Ordinance for speed limit concurrence on
SR 2040 (W. Catawba Ave.) inside the Corporate limits of Mount Holly.

Ms. Miles Braswell
City of Mount Holly
PO Box 406
Mount Holly, NC 28120

Dear Mr. Braswell

I am attaching a certification of Municipal Declaration to enact a speed zone within the corporate limits of Mount Holly. There is one Certification of Municipal Declaration to enact speed zone within the corporate limits of Mount Holly on SR 2040. This to establish a revised speed limit of 25 mph on SR 2040.

Please have the City Council take action on this ordinance, complete with appropriate signature and seal, and return the document to this office for further handling. This certification is a legal document and if any changes or corrections need to be made, please notify this office.

Respectfully yours,

Touger Yang
Assistant Division Traffic Engineer

TY

Attachments

**Certification of Municipal Declaration
To Enact Speed Limits and Request for Concurrence**

Concurring State Ordinance Number: 1081207

Division: 12 County: GASTON

Municipality: MOUNT HOLLY

Type: Municipal Speed Zones

Road: SR 2040

Car: 25 MPH

Truck: 25 MPH

Description: (W. Catawba Ave) Between a point 0.611 mile northeast of SR 2049 and a point 0.931 mile northeast of SR 2049.

Municipal Certification

I, _____, Clerk of _____, do hereby certify that the municipal governing body, pursuant to the authority granted by G.S. 20-141(f), determined upon the basis of an engineering and traffic investigation and duly declared, on the _____ day of _____, 20_____, the speed limits as set forth above on the designated portion of the State Highway System, which shall become effective when the Department of Transportation has passed a concurring ordinance and signs are erected giving notice of the authorized speed limit.

The said municipal declaration is recorded as follows:

Minute Book: _____ Page: _____ Ordinance Number: _____

In witness whereof, I have hereunto set my
hand and the municipal seal this _____ day
of _____, 20_____.

(signature)

(municipal seal)

Department of Transportation Approval

Division: _____ Title: _____ Date: _____

Region: _____ Title: _____ Date: _____

NCDOT TEAAS Ordinance Report

Approval Status: D – division approval pending, R – region approval pending, S – state approval pending, A – approved
 Repeal Status: D – division repeal pending, R – region repeal pending, S – state repeal pending, C – repealed.

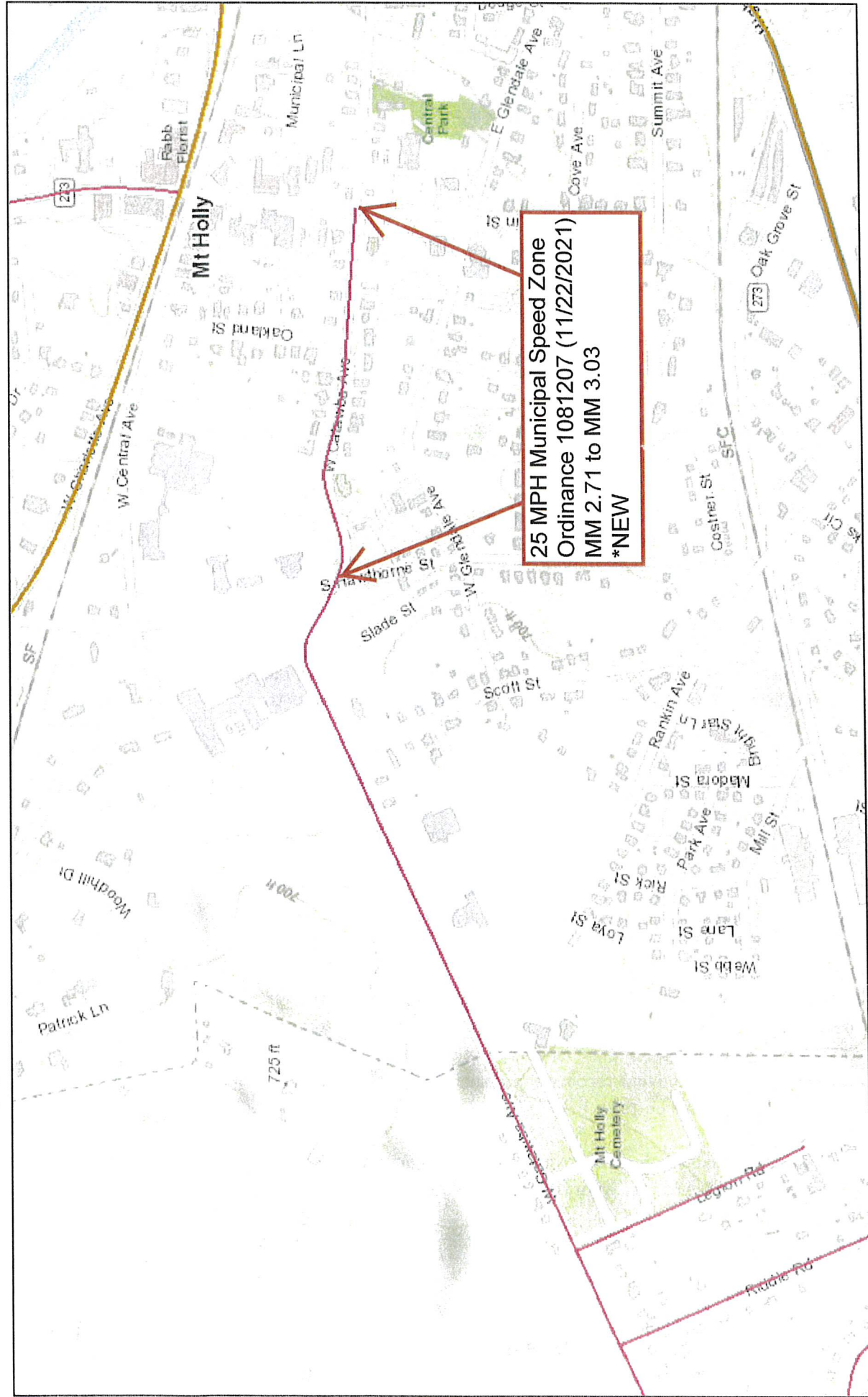
Ordinance Type Municipal Speed Zones

County	GASTON	Division	12	Old Ordinance Number			
Municipality	MOUNT HOLLY	Ordinance Number	1081207	Effective Date		Repealed Date	
Route	SR 2040	Car Speed Limit	25	Truck Speed Limit	25	Approval Status	D
Construction Project Number		Begin Milepost	2.71	End Milepost	3.03	Repeal Status	D
Intersecting Route / Begin Reference Feature	SR 2049	End Reference Feature	SR 2049				
Justification							

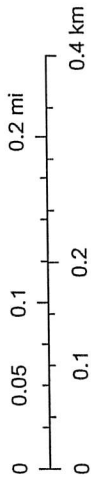
Description (W. Catawba Ave) Between a point 0.611 mile northeast of SR 2049 and a point 0.931 mile northeast of SR 2049.

Long Description

(3) NCDOT State Maintained Network Map (Quarterly)



1:9,028



11/22/2021

NCDOT Speed Limit Review Documentation Forms

The Roadway Speed Limit Review Packet includes three documents:

1. Data Collection OFFICE Worksheet (1 page)
2. Data Collection FIELD Worksheet (2 pages)
3. Speed Limit Assessment Worksheet (2 pages)

The speed limit study should be conducted using the following steps. The completion of each item is at the discretion of the engineer.

1. Determine the segmentation of the study road

An initial review of aerial imagery, the crash report, and the roadway cross section should be conducted to determine if the roadway should be split into two or more segments. Reasons for segmenting the roadway may include:

- Considerable change in driveway density
- Considerable change in crash pattern
- Considerable change in roadway cross-section outside of an intersection influence area
- Considerable change in land use

2. Using an aerial image tool (i.e. online mapping tool), complete the Data Collection OFFICE Worksheet. For a definition of terms, see the **User Guide for Roadway Speed Limit Review Forms** PDF. In addition to a glossary of terms, the document bookmarks important pages of select reference documents.

3. Complete the Data Collection FIELD Worksheet. For a definition of terms, see the **User Guide for Roadway Speed Limit Review Forms** PDF. In addition to a glossary of terms, the document provides bookmarks for important pages of select reference documents.

4. Complete the Speed Limit Assessment Worksheet

The purpose of the assessment worksheet is to document the considerations made by the engineer when determining the speed limit. For each element, place an X in the appropriate column to reflect if the data collected for that element supports reducing, increasing, or maintaining the current speed limit. The **Quick Guide on Factors to Consider for Speed Studies** PDF provides a summary of research-based evidence regarding the relationship between each element and speed. If the no data were collected for the element, place an X in the "not evaluated" column.

In the final column, an X should be placed in any row for which the engineer judges an element to be critical in the determination of the speed limit. This column assists in recording the relative differences in importance of the elements given the context of the area in which the study segment is located. The final recommended speed limit and ordinance number (if necessary) should be noted at the bottom.

5. Store the completed documentation in an organized manner, either electronic or hard copy, for easy retrieval in case of request or reference for future updates to the study.



Reset All Pages

NCDOT Speed Limit Review - Data Collection OFFICE Worksheet

Date: <u>11/22/2021</u>		Reference #: _____		Completed By: <u>TY</u>	
County: <u>Gaston</u>		Municipality: <u>Mount Holly</u>		NCDOT Route ID: <u>40002040</u>	
Study Road: <u>SR 2040 (W. Catawba Ave)</u>		Length: <u>0.320</u> miles		Study Motivation: <u>Citizen Request</u>	
Study Segment Begins <u>0.611</u> mile <u>NE</u> of <u>SR 2049</u> (distance) (units) (direction) (reference road)					
Study Segment Ends <u>0.931</u> mile <u>NE</u> of <u>SR 2049</u> (distance) (units) (direction) (reference road)					
Current Speed Limit: <u>35</u> mph ☒ Statutory ☐ Ordinance # _____		Terrain: <u>Rolling</u>			
Speed Limit Upstream of Starting Point: _____ mph ☐ Statutory ☐ Ordinance # _____					
Speed Limit Downstream of Ending Point: _____ mph ☐ Statutory ☐ Ordinance # _____					
Past Speed Studies					
Date: _____ Result: _____					
Date: _____ Result: _____					
Road Classification & Area Type					
Functional Class: <u>Urban-Arterials-Principal-Other Princip</u>		NCDOT Complete Street Area Type: <u>Urban/Suburban Main Street</u>			
AADT: <u>4400</u> vehicles per day					
Driveway/Intersection/Offset					
Number of Driveways by Type: <u>7</u> Business <u>15</u> Residential <u>1</u> Other: <u>Library</u>					
Driveway Density: ☒ Consistent throughout segment ☐ Considerable variation throughout segment					
Number of Intersections by Type: _____ Signalized <u>1</u> Unsignalized					
Typical Building Offset to Roadway: ☐ Consistent _____ feet (approximate) ☒ Varies from <u>35</u> to <u>75</u> feet (approximate)					
Multimodal Facilities					
Are schools present along the segment?		☒	☐	Note: <u>Idle Rankin Elem (No driveway onto SR 2040)</u>	
Are parks or recreation areas present along the segment?		☒	☐	Note: _____	
Are pedestrian facilities present along the segment?		☒	☐	Note: <u>Sidewalk</u>	
Are transit facilities designated along the segment?		☐	☒	Note: _____	
Are bicycle facilities designated along the segment?		☐	☒	Note: _____	
Is on-street parking designated?		☐	☒	Note: _____	
Crashes					
Date: <u>09/01/2016</u> to <u>10/01/2021</u> TEAAS Mile Post: <u>2.710</u> to <u>3.030</u>					
Fatal: <u>0</u> A: <u>0</u> B: <u>1</u> C: <u>2</u> PDO: <u>7</u>					
Total Rate: <u>388.53</u> per 100 million VMT State-wide rate for road type: <u>283.05</u> per 100 million VMT					

NCDOT Speed Limit Review Data Collection FIELD WorksheetDate: 11/22/2021

Reference #: _____

Completed By: TYCounty: GastonCurrent Speed Limit: 35 mphStudy Road: SR 2040 (W. Catawba Ave) from SR 2049 to SR 2049**Surface Treatment**Typical Pavement Width: 24 feet

Pavement Type:	☒ Asphalt	☐ Concrete	☐ Dirt/Gravel	☐ Other: _____
Pavement Condition:	☒ Good/Fair	☐ Poor	☐ None	
Marking Condition:	☒ Good/Fair	☐ Poor	☐ None	
Median Type:	☒ None	☐ Traversable	☐ Non-Traversable	Width: _____ feet

Total # of Thru Lanes: 2 Typical Lane Width: 12 feetTWLTL Present? ☐ Yes ☒ No**Shoulders**
 Typical Shoulder Width: _____ feet paved ☐ Varies from _____ to _____ feet
 _____ feet unpaved ☐ Varies from _____ to _____ feet

Shoulder Condition:	☐ Good/Fair	☐ Poor	Comment: _____
Recoverable Shoulder:	☐ Yes	☐ No	
Curb:	☒ Vertical	☐ Sloped	☐ None
Typical Distance to Roadside Hazards:	_____ feet	☒ Varies from <u>1</u> to <u>5</u> feet	
Roadside Hazard Rating:	_____		

Driving Investigation

Conduct a driving investigation of the segment and note any areas with potentially inadequate sight distance, vertical alignment, or horizontal alignment. Include comments on locations where travel speed is constrained. Attach ball-bank study sheet if needed.

Notes: COS 25*Check as appropriate*

Pedestrian Activity Observed/Expected:	☐ None	☒ Low	☐ Medium	☐ High
Bicycle Activity Observed/Expected:	☒ None	☐ Low	☐ Medium	☐ High
Truck Activity Observed/Expected:	☒ None	☐ Low	☐ Medium	☐ High

Operating Speed Study

Result of current operating speed study (this may include the results from US Limits 2): _____

COS 25**Purpose of Road**

Explain the main purpose of the road. See user guide for examples. _____

Urban Arterial that takes users to downtown Mt. Holly or NC 273.

NCDOT Speed Limit Review - Data Collection FIELD Worksheet (cont.)**Notes**

Use this sheet to record any additional notes about the study segment or the data collection effort. Note any warning or regulatory signs missing or in visible need of replacement or repair. An image or drawing of the site may be provided at the bottom.

No missing signs

Plan-view Sketch of Road Segment

Include major intersecting roads and label each intersection control type

Photographs

Description of any photographs attached (complete as necessary)

Notes: _____

Attachments

Check as appropriate and list additional attachments

☒ Strip Analysis/Crash Data

☒ Features Report

☐ Neighborhood Petition

☐ Photographs

☐ Speed Data

☐ Ball Bank Study Form

☐ _____

☐ _____

☐ _____

NCDOT Speed Limit Review - Speed Limit Assessment WorksheetDate: 11/22/2021

Reference #: _____

Completed By: TYCounty: GastonCurrent Speed Limit: 35 mphStudy Road: SR 2040 (W. Catawba Ave) from SR 2049 to SR 2049

This worksheet helps to record the elements considered by the engineer when determining a speed limit. For each element, place an X in the appropriate column depending on whether the element supports increasing the speed limit, decreasing the speed limit, or maintaining the current speed limit.

In the far column, check the box if the element is critical in determining the speed limit for this road.

Element	Not Evaluated/ Not Applicable	Supports Reducing Speed Limit	Supports No Change in Speed Limit	Supports Increasing Speed Limit	Check If Element Is Critical
Road Classification & Area Type		✓			☒
Driveways / Intersections / Offset		✓			☒
Multimodal Facilities		✓			☒
Crashes		✓			☐
Surface Treatment	✓				☐
Shoulders	✓				☐
Driving Investigation		✓			☐
Operating Speed Study		✓			☐
Purpose of Road		✓			☐
Neighborhood Petition	✓				☐
Statutory Speed Limit		✓			☐
Other:					☐
Other:					☐
Other:					☐

Recommended Speed Limit: 25 mph☒ Ordinance # 1081207☐ Ordinance # _____☐ Ordinance # _____

Comments and Discussion

Include any additional factors which influenced the recommended speed limit. This could include observed traffic conflicts, conditions not readily apparent to the driver (e.g. hidden driveways, schools, shopping centers, seasonal generators, or generators which create unique traffic conditions), or known tourist facility. It may also include consistency with other nearby similar roads.

Recommend lowering speed limit to 25 mph to be consistent with nearby roads.

[illegible]

**CITY OF MOUNT HOLLY
MOUNT HOLLY CITY COUNCIL MEETING
MONDAY, December 13, 2021
COUNCIL CHAMBERS
7:00 PM**

Call to Order

Mayor Bryan Hough called the meeting to order at 7:00 pm.

The following were present:

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

Invocation

Councilman Charles McCorkle led the Council, staff and attendees in prayer.

Pledge of Allegiance

Councilwoman Christina Pawlish led the Council, staff and attendees in the Pledge of Allegiance

SET THE AGENDA

Mayor Hough advised that New Business item #1 Consideration and Approval of Bid for Old Hickory Grove Road Waterline Improvements, will be removed from the agenda and revisited at a future meeting. Councilman Moore made the motion to approve the agenda as amended. Mayor Pro Tem Shoemaker seconded the motion. All Council Members voted in favor. (Motion carried)

SPECIAL RECOGNITION

Mayor Hough recognized Councilman Charles McCorkle for the past 4 years he has served on Council and presented him with a resolution. Councilman McCorkle was the first African American to serve on the City Council.

SWEARING –IN CEREMONY

1. Oath of Office for Councilman Ivory Craig

The Honorable David Phillips administered the oath of office to Ivory Craig for City Councilman. Councilman Craig was accompanied by his wife and son for the ceremony.

2. Oath of Office for Councilman David Moore

The Honorable David Phillips administered the oath of office to David Moore for City Councilman. Councilman Moore was accompanied by his son and daughter for the ceremony.

3. Oath of Office for Councilwoman Lauren Shoemaker

The Honorable David Phillips administered the oath of office to Lauren Shoemaker for City Councilwoman. Councilwoman Shoemaker was accompanied by her husband and children for the ceremony.

CONSENT AGENDA

1. Approval of the 2022 Meeting Schedule
2. Approval of Exemption from General Statutes relating to the hiring of Architects, Engineers, and Surveyors under the requirements of the Mini-Brooks Act for the professional services required to complete the construction drawings and bid documents for the South Gateway Connector Road project
3. Approval of Budget Amendment
 - South Gateway Connector Road Design
4. Approval of a Proclamation Recognizing January 9, 2022 as Law Enforcement Appreciation Day
5. Approval of a Resolution to close a portion Alexander Street and Catawba Avenue and Call for a Public Hearing at the January 10, 2022 Council Meeting
6. Approval of a Resolution to Include the City of Mount Holly in the National Opioids Settlement
7. Approval of the Design firm for the Mount Holly River Hawk Greenway Brand Creation Project
8. Approval of Planning Commission Reappointments
9. Approval of Assistance to Firefighters Grant Application for Airpacks
10. Approval of Minutes from the November 8, 2021 Council Meeting

Councilwoman Pawlish made a motion to approve the consent agenda. Mayor Pro Tem Harris seconded the motion. All Council Members present voted in favor. (Motion Carried)

PRESENTATIONS

1. Presentation of Gaston Community Foundation Grant

Mr. Ernest Sumner presented the Mount Holly Farmers Market with a \$15,000 grant from the Gaston Community Foundation.

2. New Employee Introductions

New Employee Introductions are made periodically. Department Heads are asked to introduce new employees to the City Council.

3. Presentation of Retirement Resolution for Melinda Lail

Mayor Bryan Hough

Mayor Hough presented Melinda Lail with her retirement resolution and watch. Mrs. Lail was an employee of the Police Department for 20 years.

4. Presentation of Employee Service Awards

Mayor Hough presented Employee Service Awards to those employees that have hit numerical milestones in their careers. (5,10, 15, 20, 25, 30 etc).

PUBLIC HEARING

1. Public Hearing to amend Section 5.2 in the Manual for Development in Downtown Mount Holly, an appendix to the Zoning Ordinance, to clarify language on approved materials for a defined primary façade.

Mr. Livingston advised that the Planning Commission agreed unanimously to support the proposed changes to clarify the language on approved materials for a defined primary façade.

Councilwoman Pawlish made a motion to open the public hearing to amend Section 5.2 in the Manual for Development in Downtown Mount Holly, an appendix to the Zoning Ordinance, to clarify language on approved materials for a defined primary façade Councilwoman Shoemaker seconded the motion. All Council Members present voted in favor. (Motion Carried) With no one signed up to speak Councilwoman Shoemaker made a motion to come out of the public hearing. Councilman Meadows seconded the motion. All Council Members present voted in favor. (Motion Carried)

Councilwoman Shoemaker made a motion approve the proposed amendment to Section 5.2 in the Manual for Development in Downtown Mount Holly, an appendix to the Zoning Ordinance, to

clarify language on approved materials for a defined primary façade. Councilman Moore seconded the motion. All Council Members voted in favor. (Motion carried)

PUBLIC COMMENT – Three (3) Minute Limit

No one signed up to speak.

OLD BUSINESS

1. Consideration and Approval of the Lease Agreement with Kasey Peterson for the property located at 410 East Central Avenue

Mayor Pro Tem Harris made a motion to approve the Lease Agreement with Kasey Peterson for the property located at 410 East Central Avenue. Councilman Moore seconded the motion. All Council Members voted in favor. Motion carried.

NEW BUSINESS

1. Consideration and Approval of Bid for Old Hickory Grove Road Waterline Improvements—*postponed until next monthly meeting---Jonathan Wilson*

OTHER

1. Mayoral Appointments

Mayor Hough advised that Councilman Craig has agreed to take over the Committee Appointments held by Councilman McCorkle.

CLOSED SESSION

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

Councilwoman Pawlish made the motion to enter into Closed Session Pursuant to N.C.G.S 143-318.11 (a)(3, 5 and 6) at 8:00 pm. Councilman Moore seconded the motion. All Council Members present voted in favor. (Motion Carried)

Councilwoman Pawlish made a motion to come out of closed session and back into regular session at 9:14 pm. Councilman Meadows seconded the motion. All Council Members present voted in favor. (Motion carried)

After returning to open session, Councilwoman Pawlish made a motion to Call for a Public Hearing for a conditional rezoning plan for Mooreland Oaks Subdivision at the February 14, 2022 Council Meeting. Councilwoman Shoemaker seconded the motion. All Council Members present voted in favor. Motion carried.

ADJOURN

With no additional items for discussion, Mayor Hough entertained a motion to adjourn. Councilwoman Pawlish made the motion to adjourn the December 13, 2021 Council Meeting. Councilman Moore seconded the motion. All Council Members present voted in favor. (Motion Carried)

The meeting adjourned at 9:15 pm.

**CITY OF MOUNT HOLLY
SPECIAL MEETING
MONDAY, December 20, 2021
COUNCIL CHAMBERS
3:30 PM**

Call to Order

Mayor Bryan Hough called the meeting to order at 3:30 pm. Mayor Hough advised that Councilwoman Shoemaker is joining the meeting via phone.

The following were present:

Mayor Bryan Hough	Brian DuPont, Assistant City Manager
Mayor Pro Tem Lauren Shoemaker-remotely	
Councilman David Moore	
Councilman Jeff Meadows	
Councilwoman Phyllis Harris	
Councilman Ivory Craig	
Councilwoman Christina Pawlish	
Miles Braswell, City Manager	
Marie M. Anders, City Attorney	

Invocation

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

Set the Agenda

Councilwoman Pawlish made a motion to approve the agenda as presented. Councilman Meadows seconded the motion. All Council Members present voted in favor. Councilwoman Shoemaker was attending remotely and voted in the affirmative.

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

Councilwoman Pawlish made the motion to enter into Closed Session Pursuant to N.C.G.S 143-318.11 (a)(3 and 5) at 3:34 pm. Councilman Moore seconded the motion. All Council Members present voted in favor. (Motion Carried) Councilwoman Shoemaker was attending remotely and voted in the affirmative.

Councilwoman Pawlish made a motion to come out of closed session and back into regular session at 3:44 pm. Councilman Meadows seconded the motion. All Council Members present voted in favor. (Motion carried) Councilwoman Shoemaker was attending remotely and voted in the affirmative.

2. Adjourn

With no additional items for discussion, Mayor Hough entertained a motion to adjourn. Councilman Craig made the motion to adjourn the December 20, 2021 Special Council Meeting. Councilwoman Pawlish seconded the motion. All Council Members present voted in favor. (Motion Carried) Councilwoman Shoemaker was attending remotely and voted in the affirmative.

The meeting adjourned at 3:45 pm.

PRESENTATIONS



City of Mount Holly Action Agenda Item

To: City Council From: Amy Miller, City Clerk	Date: January 7, 2022 Meeting Date: January 10, 2022
Agenda Item to be considered: Presentation of a Donation from South State Bank for the MHPD Memorial Plaza	
Will this require a public hearing? ☐ YES ☒ NO	
Background/Purpose of Request : Janet Sarn will be in attendance to present a check to the MH Police Foundation in the amount of \$15,000 as a donation for the Memorial Plaza	
Fiscal Impact:	
Will Item affect current budget	☐ YES ☐ NO ☐ N/A
Reviewed by Finance Director	☐ YES ☐ NO ☐ N/A
Preaudit Certification required	☐ YES ☐ NO ☐ N/A
Capital Project Ordinance required	☐ YES ☐ NO ☐ N/A
Budget Transfer required	☐ YES ☐ NO ☐ N/A
Total City Dollars:	\$
Budget Code	
Reviewed by City Attorney	☐ YES ☐ NO ☐ N/A
Manager/Staff Recommendation:	
Result of City Council Decision:	
Attachments:	
1.	

PUBLIC HEARINGS



City of Mount Holly Action Agenda Item

To: City Council Greg Beal, Economic Development From: Coordinator, Planning Director	Date: January 5, 2022 Meeting Date: January 10, 2022																																
Agenda Item to be considered: <u>Public Hearing to consider a resolution closing portions of S. Lee Street, E. Catawba Ave and S. Alexander Street.</u>																																	
Will this require a public hearing? ☒ YES ☐ NO																																	
Background/Purpose of Request: Over the past few months, staff has been working with Clariant Corporation on the closure of public streets for their property. In May 2012, the City voted to close Piedmont Avenue on this parcel of land. There was at least one attempt in the past to close the remaining streets. After some coordination with Clariant officials and the City Attorney, a revised map was provided by the City to Clariant to be included in the petition. Upon receiving a request/petition for the closure of a public street, State Statutes require that Council adopt a resolution for the intent to close said street or streets and set a public hearing date, as the first steps in the process. The City would then advertise said resolution in the local newspaper, notify adjacent property owners by certified mail and post signage along the street(s), for four consecutive weeks, and then, hold the public hearing to consider closure. All of these aforementioned requirements have been met. Utility easements are intended to be maintained. Clariant does not seek to install fencing or gates, and if they do in the future, access will be coordinated with police and fire. This will help one of our corporate citizens maintain safety standards and avoid issues with trespassing in the future.																																	
Fiscal Impact: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 45%;">Will Item affect current budget</td> <td style="width: 15%;">☐ YES</td> <td style="width: 15%;">☐ NO</td> <td style="width: 25%;">☒ N/A</td> </tr> <tr> <td>Reviewed by Finance Director</td> <td>☐ YES</td> <td>☐ NO</td> <td>☒ N/A</td> </tr> <tr> <td>Preaudit Certification required</td> <td>☐ YES</td> <td>☐ NO</td> <td>☒ N/A</td> </tr> <tr> <td>Capital Project Ordinance required</td> <td>☐ YES</td> <td>☐ NO</td> <td>☒ N/A</td> </tr> <tr> <td>Budget Transfer required</td> <td>☐ YES</td> <td>☐ NO</td> <td>☒ N/A</td> </tr> <tr> <td>Total City Dollars:</td> <td colspan="3">\$</td> </tr> <tr> <td>Budget Code</td> <td colspan="3"></td> </tr> <tr> <td>Reviewed by City Attorney</td> <td>☒ YES</td> <td>☐ NO</td> <td>☐ N/A</td> </tr> </table>		Will Item affect current budget	☐ YES	☐ NO	☒ N/A	Reviewed by Finance Director	☐ YES	☐ NO	☒ N/A	Preaudit Certification required	☐ YES	☐ NO	☒ N/A	Capital Project Ordinance required	☐ YES	☐ NO	☒ N/A	Budget Transfer required	☐ YES	☐ NO	☒ N/A	Total City Dollars:	\$			Budget Code				Reviewed by City Attorney	☒ YES	☐ NO	☐ N/A
Will Item affect current budget	☐ YES	☐ NO	☒ N/A																														
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Budget Transfer required	☐ YES	☐ NO	☒ N/A																														
Total City Dollars:	\$																																
Budget Code																																	
Reviewed by City Attorney	☒ YES	☐ NO	☐ N/A																														
Manager/Staff Recommendation: <u>Duke Energy, while not an adjacent property owner to the proposed closure of streets, could have an interest in accessing their property to the South from S. Alexander Street. This of course, would require a private easement agreement between Duke Energy and Clariant, which could be done whether or not S. Alexander Street was closed by the City. Duke Energy has requested that Council delay their decision to close the proposed streets until the February 14th meeting to allow for further internal review. Council is under no obligation to do so, but if you choose to do so, you should state that the public hearing will be continued to February 14th at 7:00 pm, to be held at the Municipal Complex's Council Chambers.</u>																																	
Result of City Council Decision: _____																																	
Attachments: <u>Petition for Street Closure; Resolution</u> <u>Street Closure Map</u>																																	

MEMORANDUM

TO: City Manager, Mayor, and City Council of the City of Mount Holly

FROM: Marie M. Anders, City Attorney

SUBJECT: Clariant Street Closing Order

DATE: January 6, 2022

Attached is a proposed Street Closing Order pursuant to a petition by Clariant in an effort to control trespassing at its plant. In June, Clariant petitioned the City to close the following streets: 1) that portion of S. Lee Street south of the railroad, 2) that portion of E. Catawba Avenue east of the railroad, and 3) that portion of S. Alexander Street south of the railroad. In response to this petition, the City Council passed a Resolution of Intent to close these streets on December 13, 2021. The Resolution provided that in accordance with N.C.G.S. 160A-299, a public hearing would be set for the council meeting on January 10, 2022, and the required notices would be advertised in the newspaper, posted along the streets, and mailed to adjoining property owners.

The required notices have been given and the next step is to hold a public hearing during the January 10, 2022. This public hearing would allow any person the opportunity to be heard that feels the street closing would be detrimental to the public interest or the property rights of any individual. After the public hearing, if Council feels that closing the streets is not contrary to the public interest and that no individual owning property in the vicinity of the street would be deprived of reasonable means of access to his property, then Council may approve the Street Closing Order.

Duke Energy owns property adjacent to S. Alexander Street touching its southern terminus at 599 American Street (parcel # 123986). It is my understanding that Duke Energy currently accesses its property by crossing property of A&E, rather than using S. Alexander Street. Tim Huie, a real estate representative for Duke Energy, has requested that the City Council postpone taking any action on this street closing order until the February 14, 2022, meeting, in order to give Duke Energy enough time to confirm that it has legal access to its property and would not be deprived of reasonable means of access to its property by the proposed street closing of S. Alexander Street. Staff supports holding the public hearing as advertised at the January 10, 2022, meeting and postponing any Council action on this item to the February 14, 2022, regular Council meeting.

The portions of streets to be closed in the Street Closing Order are highlighted on the attached petition. Once a street is closed, the statute provides that the adjoining property owners become owners of the street to the centerline. Because Clariant now owns the property on either side of the streets, if they are closed Clariant will then own those portions of the streets that are closed. The City is reserving an easement for any utilities that are located within these streets.

STREET CLOSING ORDER

A Resolution Ordering the Closing of those portions of certain public roads known as S. Lee Street, E. Catawba Avenue, and S. Alexander Street, all located in Mount Holly, North Carolina, as hereinafter described.

WHEREAS, on the 13th day of December, 2021, the City Council of Mount Holly directed the City Clerk to publish the Resolution of Intent of the City Council to consider closing certain streets in the City of Mount Holly in the Gaston Gazette once each week for four successive weeks, such resolution advising the public that a meeting would be conducted in the Mount Holly Municipal Complex at 7:00 PM on January 10, 2022; and

WHEREAS, the City Council on the 13th day of December, 2021, ordered the City Clerk to notify all person owning property adjoining said streets as shown on the county tax records by registered or certified mail of the proposed street closings by enclosing with such notification a copy of the Resolution of Intent; and

WHEREAS, the City Clerk has advised the City Council that she caused the appropriate advertisement to run in the Gaston Gazette and has sent a letter to each of said adjoining property owners advising them of the day, time, and place of the meeting, enclosing a copy of the Resolution of Intent, and advising said adjoining property owners that the question as to closing the portions of the public streets as shown would be acted upon, said letters having been sent by registered or certified mail; and

WHEREAS, the City Clerk has advised the City Council that adequate notices were posted on the applicable streets as required by G.S. 160A-299; and

WHEREAS, after full and complete consideration of the matter and after having granted full and complete opportunity for all interested persons to appear and register any objections that they might have with respect to the closing of said streets in the public hearing held on January 10, 2022, it now appears to the satisfaction of the City Council that the closing of the portion of said streets is not contrary to the public interest and that no individual owning property, either abutting the streets or in the vicinity of said streets or in the subdivision in which said streets are located, will as a result of said closing be thereby deprived of a reasonable means of ingress and egress to his property;

NOW, THEREFORE, subject to the reservation of a 15 feet easement to the City of Mount Holly for any existing utilities as may exist (the center of said 15 feet being the center of any utility installation), those portions of those certain streets described below are hereby ordered closed, and all right, title, and interest that may be vested in the public to said areas for street purposes are hereby released and quitclaimed to the adjoining property owners in accordance with the provisions of G.S. 160A-299. Said portions of public streets hereby closed are described as follows:

- A. S. Lee Street from its southern terminus north to its intersection with the centerline of the Piedmont & Northern Railroad tracks, said right-of-way being approximately sixty (60) feet in width.
- B. E. Catawba Avenue from its intersection with the western margin of the right of way for S. Lee Street west to its intersection with the centerline of the Piedmont & Northern Railroad tracks, said right-of-way being approximately sixty (60) feet in width.
- C. S. Alexander Street from its southern terminus north to its intersection with the centerline of the Piedmont & Northern Railroad tracks, said right-of-way being approximately sixty (60) feet in width.

The City Clerk is hereby ordered and directed to file with the Office of the Register of Deeds of Gaston County a certified copy of this resolution and order.

Upon motion duly made by Councilperson _____ and duly seconded by Councilperson _____, the above resolution as duly adopted by the City Council at a meeting held on the 10th day of January, 2022, in the Mount Holly Municipal Complex.

Upon call for a vote the following Councilpersons present voted in the affirmative:

_____.

This the 10th day of January, 2022.

Mayor

Attest:

City Clerk

STATE OF NORTH CAROLINA
COUNTY OF GASTON

NOTARY ACKNOWLEDGMENT

I, _____, a Notary Public in and for said County and State, do hereby certify that Bryan M. Hough personally came before me this day and acknowledged that he is Mayor of the CITY OF MOUNT HOLLY, a North Carolina municipal corporation, and that by authority duly given and as the act of the City Council of the City of Mount Holly, NC, the foregoing instrument was signed in its name by Bryan M. Hough as its Mayor, sealed with its corporate seal, and attested by Amy Miller as its City Clerk. Witness my hand and notarial seal, this _____ day of _____, 2022.

Notary Public

My commission expires: _____

(seal)

NORTH CAROLINA

GASTON COUNTY

PETITION TO THE MOUNT HOLLY
CITY COUNCIL

The undersigned Petitioner(s) hereby petition(s) that portions of certain public roads in Mount Holly, North Carolina, be closed, as follows:

Name of road(s) to be closed: S. Lee Street, E. Catawba Ave, S. Alexander St., and Piedmont Ave.

Attached hereto as Exhibit "A" is a survey or map showing the public roads and depicting the portions which the undersigned desire to close. A written description of the portion of the roads Petitioner desires for the City of Mount Holly to close is as follows:
(Insert description here or attach as Exhibit "B".)

Reference attached drawing, the proposed portions of S. Lee Street, E. Catawba Ave, S. Alexander St. and Piedmont Ave. to be closed. The intent of this closure request is to close all public streets east of the rail line intersection over E. Catawba Ave. and south of the rail intersection with S. Lee Street.

The Petitioner requests that this matter be placed for hearing before the City Council and that all interested property owners be notified in accordance with North Carolina General Statute 160A-299.

Submitted this 16th day of June, 2021.

Petitioner: Clariant Corporation

By: Clariant Corporation

Name: William White 

Address: 625 E. Catawba Ave.

Mount Holly, NC 28120

By: _____

Name:

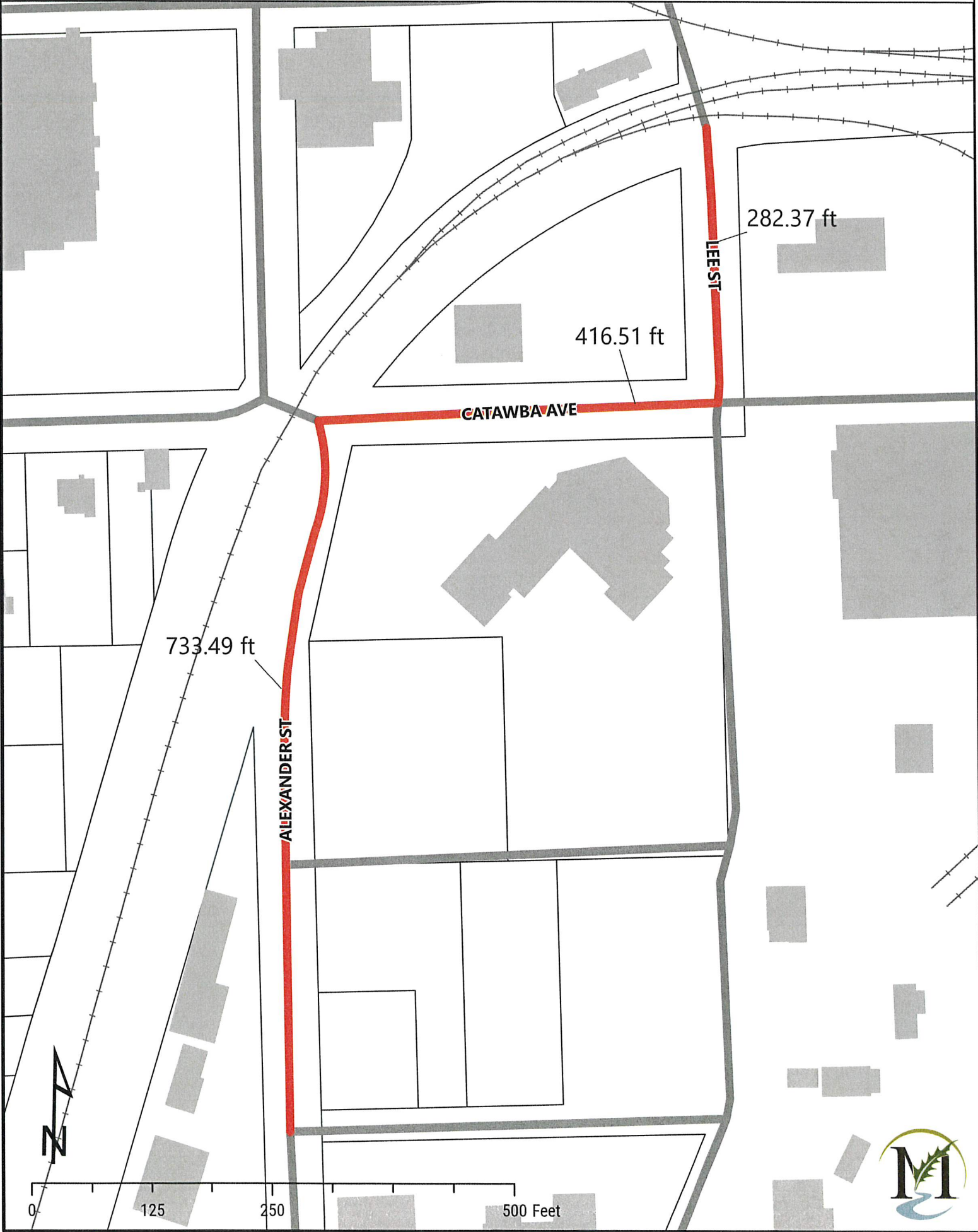
Address:

By: _____

Name:

Address:

Street Closure - Clariant, 625 E. Catawba Ave



RESOLUTION OF INTENT

A RESOLUTION declaring the intention of the City Council of the City of Mount Holly to consider the closing of portions of S. Lee Street, E. Catawba Avenue, and S. Alexander Street.

WHEREAS, G. S. 160A-299 authorizes the City Council to close public streets and alleys; and,

WHEREAS, the City Council considers it advisable to conduct a public hearing for the purpose of giving consideration to the closing of those portions of S. Lee Street, E. Catawba Avenue, and S. Alexander Street, as shown and described in a certain Petition filed by Clariant Corporation dated June 16, 2021.

NOW, THEREFORE, BE IT RESOLVED by the City Council that:

1. A public hearing will be held at 7:00 PM on January 10, 2022, in the Mount Holly Municipal Complex to consider a resolution closing those portions of S. Lee Street, E. Catawba Avenue, and S. Alexander Street described in the Petition.
2. The City Clerk is hereby directed to publish this Resolution of Intent once a week for four successive weeks in The Gaston Gazette, or another newspaper of general circulation in the area.
3. The City Clerk is further directed to transmit by registered or certified mail to each owner of property abutting upon those portions of S. Lee Street, E. Catawba Avenue, and S. Alexander Street a copy of this Resolution of Intent.
4. The City Clerk is further directed to cause adequate notices of this Resolution of Intent and the scheduled public hearing to be posted as required by G.S. 160A-299.

Upon motion duly made of Councilperson Pawlish and duly seconded by Councilperson Harris, the above resolution was duly adopted by the City Council at the meeting held on December 13, 2021, at the Mount Holly Municipal Complex. Upon a call for a vote the votes were unanimous in the affirmative.



City of Mount Holly **Action Agenda Item**

To: Mayor and City Council	Date: 11/21/21
From: Tony Walker, Director of Streets	Meeting Date: 01/10/22
Agenda Item to be considered: <i>Public Hearing for Traffic Control Device on North Hawthorne</i>	
Will this require a public hearing? ☒ YES ☐ NO	
Background/Purpose of Request :	
On 10/28/2021 a request was made by a citizen from the Madison Park Neighborhood about reducing the speed limit on North Hawthorne Street. Part of the request was for a traffic study to be conducted by Mount Holly Police Department. This study was conducted and the information about the study will be provided by MHPD. The propose reason for the request was the citizen believes that the current speed is too fast for the neighborhood that's less than ¼ mile from an Elementary and Middle School. The complainant also stated there is a bus stop at the corner of North Hawthorne and Norton Road as well as children walking home from and to school. The request is to reduce the speed limit to 25 MPH for Madison Park Neighborhood and North Hawthorne Street. Per the Traffic Request Policy notices for public hearing were sent out to the complainant and five residents but also posted in the neighborhood stating the date and time of the Public Hearing.	
Fiscal Impact:	
Will Item affect current budget	☐ YES ☒ NO ☐ N/A
Reviewed by Finance Director	☐ YES ☒ NO ☐ N/A
Preaudit Certification required	☐ YES ☒ NO ☐ N/A
Capital Project Ordinance required	☐ YES ☒ NO ☐ N/A
Budget Transfer required	☐ YES ☒ NO ☐ N/A
Total City Dollars:	\$ 100.00
Budget Code	
Reviewed by City Attorney	☐ YES ☒ NO ☐ N/A
Manager/Staff Recommendation: <i>The Streets Department has no recommendation and will refer to council and Traffic Study</i>	
Result of City Council Decision:	



CITY of MOUNT HOLLY

400 E. Central Ave. * Post Office Box 406 * Mount Holly, NC 28120 * 704-827-3931 phone *

www.mtholly.us

To: Madison Park

From: City of Mount Holly/ Streets Department

Reference: Traffic Control Request: Reduce Speed Limit on North Hawthorne

Date: 10/28/2021

The Streets and Solid Waste Department received a request from a residence in Madison Park. The request was for the council to consider reducing the speed from 35 MPH.

The Streets Department reviewed the application and will proceed to follow the request and forward information to council for consideration about reducing the speed limit. The purpose of this policy is to allow residents to request or amend traffic control devices in the City.

PUBLIC NOTIFICATION PROCESS which states any request that results in the amendment to an existing traffic control device or installation of new traffic control device will go before the City Council at a public hearing for review to amend the City's Official Traffic Map. Public notice will be met through posting of informational signage in the area where the proposed amendment or installation of the traffic control device requested.

The public hearing will be held on **Monday, January 10, 2022 at 7:00 PM** in the Council Chambers at the Municipal Complex at 400 E. Central Avenue. If you have any questions, please contact the Streets Department at 704-827-9726

Traffic Control Request Policy

City of Mount Holly

The purpose of this Policy is to establish a process that allows residents to request or amend traffic control devices in the City. The guidelines in this policy will assist City staff in determining an appropriate course of action upon receiving a request by a citizen.

The City of Mount Holly is required by law to review requests under the Manual for Uniform Transportation Control Devices (MUTCD). The MUTCD is published by the Federal Highway Administration (FHWA) and defines the standards used by road managers nationwide to install and maintain traffic control devices on all public streets, highways, bikeways and private roads open to public travel.

The MUTCD defines traffic control devices as all signs, signals, markings, and other devices used to regulate, warn, or guide traffic, placed on, over, or adjacent to a street, highway, pedestrian facility, bikeway, or private road open to public travel by authority of a public agency or official having jurisdiction, or, in the case of a private road, by authority of the private owner or private official having jurisdiction.

The City of Mount Holly does not maintain any signalized intersections and the majority of the traffic control devices on City-maintained streets include signs and pavement markings.

Types of Requests

Additional Traffic Control Devices – When a request is received for additional traffic control devices such as an additional stop sign at an intersection. The request will be reviewed by the Streets and Solid Waste Department (Streets Department) to determine if the request is on a City-maintained street, the request is regulated under the MUTCD and what the appropriate action is required by the MUTCD.

If the Streets Department determines the request is on a City-maintained street and the requirement by the MUTCD is not being met, then the Street Department will coordinate to have the traffic control device installed. If the Streets Department determines the request is on a City-maintained street and the requirement is being met, then the Street Department will deny the request.

If the request triggers an engineer study of the situation, then the applicant will be required to pay the cost of the study before the study is initiated. The engineer study by the City will provide a recommendation based on the type of request made and the guidelines outlined in the MUTCD.

Speed Limit Reduction – When a request is received for a speed limit reduction, the Police Department will place the Radar Trailer in the area to document the motorists speed. Based on that report the Police Department will provide a recommendation.

Signs Not Installed by the City

Children at Play – The MUTCD does not include “CHILDREN AT PLAY” signs or any variation and are not recommended. However, this does not prevent a property owner from installing these signs on their private property in conformance with Article 9, Signs, of the Zoning Ordinance. The following are reasons that the City does not install these signs:

- They are typically designed to look like warning signs, with a black legend on a yellow background. Other warning signs provide information on specific locations of the hazard (intersection, pedestrian crossing, curve, etc.).
- "CHILDREN AT PLAY" signs merely inform a driver that children may be in or near the road.
- Motorists should expect children to be at play in all residential areas, and the lack of signing on some streets may indicate otherwise.
- These signs do not provide guidance to motorists as to a safe speed.
- "CHILDREN AT PLAY" signs could give a false sense of security in letting children play in the roads. In fact, no level of signage could ever protect a pedestrian when they are struck by a vehicle.
- Studies have shown that "CHILDREN AT PLAY" signs do not reduce the speed of traffic or make drivers more observant.
- When a jurisdiction installs signs not in conformance with the MUTCD, it is creating liability for your local agency.

Application

Any request as part of this policy requires an application to be completed by a resident of Mount Holly. The Application is in the Appendix of this Policy.

Public Notification Process

Any request that results in the amendment to an existing traffic control device or installation of a new traffic control device will go before the City Council at a public hearing for review to amend the City's Official Traffic Map.

Public notice will be met through posting of informational signage in the area where the proposed amendment or installation of a traffic control device is requested. If the area is within a neighborhood with a Homeowners Association (HOA), then mailed notice shall also be given to the HOA. Mailed notice by regular mail and posting shall be no less than 10 days nor greater than 25 days from the date of the public hearing before City Council.

Appeals

Any resident may appeal the decision by the City Council within ten (10) days of the date of the public hearing in writing to the City Clerk's Office.

Appendix 1

Application for Traffic Control Request Policy

Primary point of contact:

Name: Harper Johnson Address 203 N Hawthorne St.

Day phone (828) 817-0365

Neighborhood Madison Park Today's date 10/28/21

What is the location(s) of the change you propose and the reason for your request? Attach pages if necessary.

Speed limit reduction on N Hawthorne. The current limit is 35 mph, I believe that is too fast for a neighborhood less than 1/4 mile from an elementary and middle school. There is a bus stop at the corner of N Hawthorne & Norton rd as well as children walking home/to school. My neighbors agree. Petition attached.

Type of traffic condition change requested (e.g. parking, STOP sign, street striping or markings, traffic direction of flow, etc.):

My hope is reducing the speed limit to 25 mph will get new & future residents of Mount Holly to realize N Hawthorne is a neighborhood and to slow down. I'm open to other traffic calming measures but perhaps people who use N Hawthorne as a cut through could respect the people living in Madison Park by obeying the speed limit. I am not opposed to a stop sign or two at intersections or speed humps being installed either. Thank you!

For Office Use Only

Date Application Received _____

PETITION TO REDUCE SPEED LIMIT

We, the residents of **N HAWTHORNE STREET**, do hereby petition the City of Mount Holly to reduce the existing speed limit of N Hawthorne Street from thirty-five (35) miles per hour to twenty-five (25) miles per hour or implement alternative traffic calming measures.

Address	Printed Name	Signature
202 Norton Road	Jennifer Black	Jennifer Black
406 N. Hawthorne St	David Brassfield	David Brassfield
415 Madison	Sean	Sean
203 N Hawthorne St	Harper Johnson	Harper Johnson
444 Cedar St.	Gail Hoffman	Gail Hoffman
309 1 st St.	Alvin Fearon	Alvin Fearon
428 Norton Rd Mt Holly	Brandy Paulk	Brandy Paulk
406	Stephanie	Stephanie
306 Norton Road	Debra Stoupe	Debra Stoupe
312 N. Hawthorne	Ken McMeary	Ken McMeary
310 N. Hawthorne	Robert McQueen	Robert McQueen
203 Madison St.	Ben Cowie	Ben Cowie
304 N. Hawthorne St.	Susan Trent	Susan L. Trent
305 N. Hawthorne St	Lauren Crossland	Lauren Crossland
306 N. Hawthorne St	Jesse Horne	Jesse Horne
201 N. Hawthorne St.	Megan Mims	Megan Mims
104 N. Hawthorne St	Helen Moore	Helen Moore
200 N. Hawthorne	Gary McGINNIS	Gary McGINNIS
204 N Hawthorne	Joe Hooper	Joe Hooper
301 N. Hawthorne St.	The Swings	Barbara Swings

PETITION TO REDUCE SPEED LIMIT

We, the residents of N HAWTHORNE STREET, do hereby petition the City of Mount Holly to reduce the existing speed limit of N Hawthorne Street from thirty-five (35) miles per hour to twenty-five (25) miles per hour or implement alternative traffic calming measures.

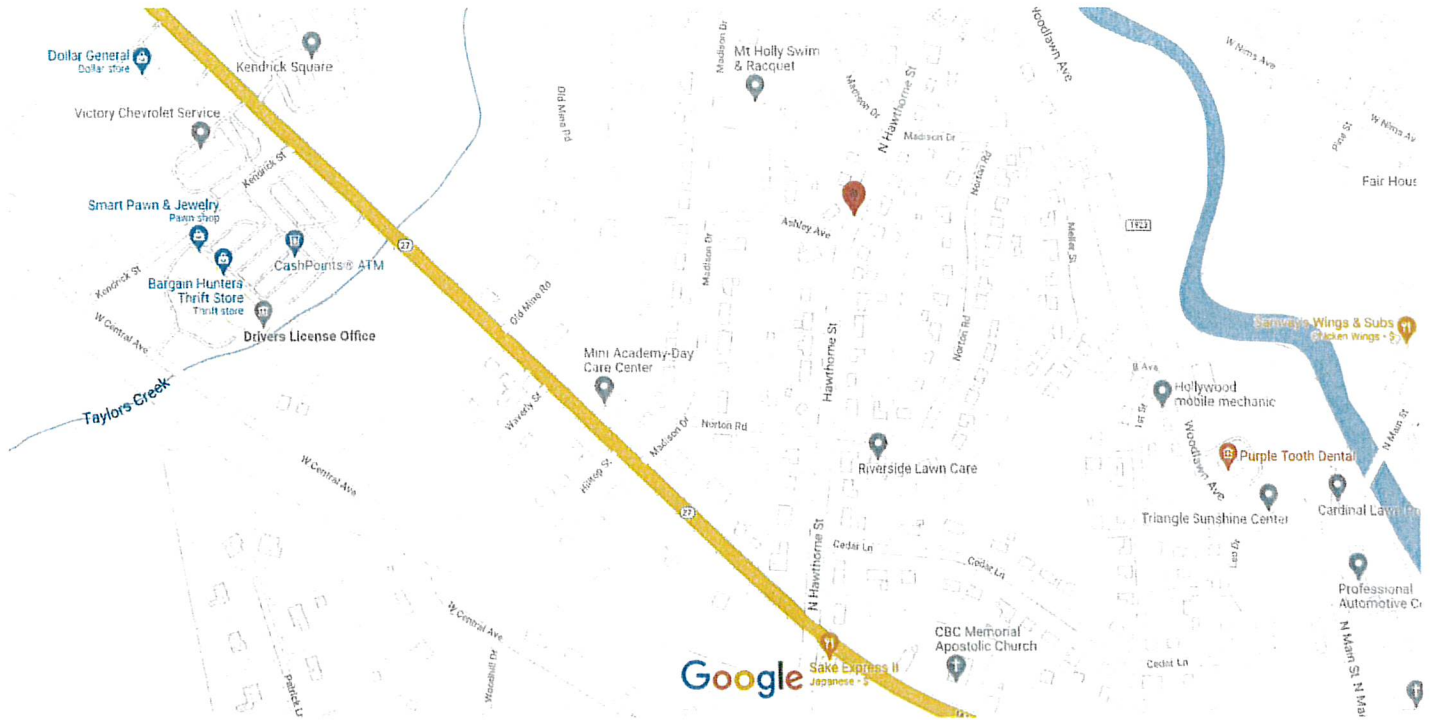
Address	Printed Name	Signature
500 N. Hawthorne	Nancy Mc Dorman	Nancy Mc Dorman
405 N. Hawthorne	Andrea Baker	Andrea L. Baker
404 N. Hawthorne	Brandon Winkler	Brandon Winkler
403 N Hawthorne	Charles Hawk	Charles Hawk
315 Madison	Kip Stalley	Kip Stalley
201 Madison Dr	Amanda Winkler	Amanda Winkler
204 Madison Dr.	Brenda McKinney	Brenda McKinney
204 Madison Dr	Jay Cox	Jay Cox
301 Madison Dr.	Heather Horis	Heather Horis
303 Madison Dr.	Eric Robinson	Eric Robinson
305 Madison Dr	Kay Carpenter	Kay Carpenter
316 Madison Dr	Lisa Graham	Lisa Graham
125 Old Mine Rd	Ken Hopkins	Ken Hopkins
103 Crest Ln	Joshua Prescott	Joshua Prescott
109 Brook Ln	Garry Jesse	Garry Jesse
111 Brook Lane	Billy Trull	Billy Trull
105 Brook Lane	Stacy McCuffee	Stacy McCuffee
112 Brook Lane	Matthew Rodgers	Matthew Rodgers
108 Brook Lane	Alex Adams	Alex Adams
119 Mine Rd	Roy Garner Jr	Roy Garner Jr

PETITION TO REDUCE SPEED LIMIT

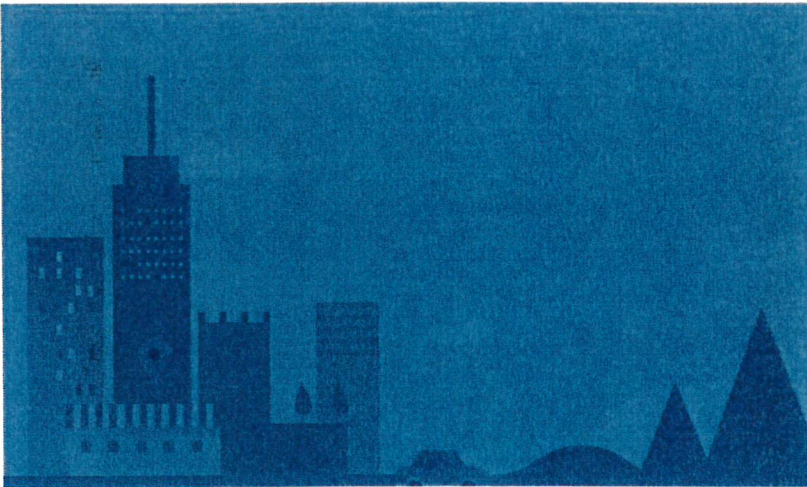
We, the residents of **N HAWTHORNE STREET**, do hereby petition the City of Mount Holly to reduce the existing speed limit of N Hawthorne Street from thirty-five (35) miles per hour to twenty-five (25) miles per hour or implement alternative traffic calming measures.

[illegible]

Google Maps N Hawthorne St



Map data ©2021 200 ft



N Hawthorne St



Directions



Save



Nearby



Send to your
phone



Share



Mt Holly, NC 28120

OLD BUSINESS

NEW BUSINESS



City of Mount Holly Action Agenda Item

To: Mayor and City Council Jonathan Wilson, Deputy Utilities	Date: January 3, 2022												
From: Director	Meeting Date: January 10, 2022												
Agenda Item to be considered:													
Approval of Old Hickory Grove Road Water Main Improvements Project and accept the low bidder. Approval to fund this project utilizing Utilities Fund Balance.													
Will this require a public hearing? ☐ YES ☒ NO													
Background/Purpose of Request:													
On Tuesday, October 26, 2021 the City of Mount Holly advertised the Old Hickory Grove Road Water Main Improvement Project with a bid date of November 17, 2021. The City received six bids for this project. The two lowest bidders being:													
<table border="1" style="width: 100%; border-collapse: collapse;"><thead><tr><th style="width: 25%;"><u>Company</u></th><th style="width: 25%;"><u>Base Bid</u></th><th style="width: 25%;"><u>15% Contingency (excluding Mobilization)</u></th><th style="width: 25%;"><u>Total Bid</u></th></tr></thead><tbody><tr><td>Classic City Mechanical Inc.</td><td style="text-align: right;">\$1,350,932.00</td><td style="text-align: right;">\$196,759.80</td><td style="text-align: right;">\$1,547,691.80</td></tr><tr><td>Fuller & Co. Construction LLC</td><td style="text-align: right;">\$1,542,411.56</td><td style="text-align: right;">\$231,361.73</td><td style="text-align: right;">\$1,773,773.29</td></tr></tbody></table>		<u>Company</u>	<u>Base Bid</u>	<u>15% Contingency (excluding Mobilization)</u>	<u>Total Bid</u>	Classic City Mechanical Inc.	\$1,350,932.00	\$196,759.80	\$1,547,691.80	Fuller & Co. Construction LLC	\$1,542,411.56	\$231,361.73	\$1,773,773.29
<u>Company</u>	<u>Base Bid</u>	<u>15% Contingency (excluding Mobilization)</u>	<u>Total Bid</u>										
Classic City Mechanical Inc.	\$1,350,932.00	\$196,759.80	\$1,547,691.80										
Fuller & Co. Construction LLC	\$1,542,411.56	\$231,361.73	\$1,773,773.29										
In addition to the total bid price from Classic City Mechanical Inc. there are other services that are currently and will need to take place for this project. Those services are construction administration, construction observation and testing. These additional services have been quoted at \$17,000.00 from the design engineer, Armstrong Glen. Additionally, Staff recommends an overall project contingency in the amount of \$232,153.77 (15% of construction total). This will print the overall project total to \$1,796,845.57.													
Fiscal Impact:													
Will Item affect current budget	☒ YES ☐ NO ☐ N/A												
Reviewed by Finance Director	☒ YES ☐ NO ☐ N/A												
Preaudit Certification required	☒ YES ☐ NO ☐ N/A												
Capital Project Ordinance required	☒ YES ☐ NO ☐ N/A												
Budget Transfer required	☒ YES ☐ NO ☐ N/A												
Total City Dollars:	\$ 1,796,845.57												
Budget Code													
Reviewed by City Attorney	☐ YES ☒ NO ☐ N/A												
Manager/Staff Recommendation: Approval to award the Old Hickory Grove Road Water Main Improvement Project to Classic City Mechanical Inc. at \$1,547,691.80. Additionally, approve the utilization of Utilities Fund Balance to fund this entire project for a total amount of \$1,796,845.57													
Result of City Council Decision: _____													
Attachments:													
1. Bid Tabulation													
2. Budget Amendment													
3. Capital Project Ordinance													

Bid Opening

[illegible]



Date Submitted: 1/10/2022

Finance Officer: _____

City Manager: _____

Amendment to allocate Fund Balance for Old Hickory Grove waterline Improvements

% of Budget:

**CAPITAL PROJECT ORDINANCE FOR OLD HICKORY GROVE ROAD
WATER MAIN IMPROVEMENT PROJECT**

BE IT ORDAINED by the Governing Board of the City of Mount Holly, North Carolina, that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section 1. The project authorized is for Old Hickory Grove Road Water Main Improvements. The project will be funded through the Enterprise Fund Balance.

Section 2. The officers of this unit are hereby directed to proceed with the capital project within the terms of the budget contained herein.

Section 3. The following amounts are appropriated for the project:

Construction	\$1,547,691.80
Soft Costs	17,000.00
<u>Contingency</u>	<u>232,153.77</u>
TOTAL	\$1,796,845.57

Section 4. The following revenues are anticipated to be available to complete this project:

<u>Enterprise Fund Balance</u>	<u>\$1,796,845.57</u>
TOTAL	\$1,796,845.57

Section 5. The Finance Officer is hereby directed to maintain within the capital project ordinance sufficient specific detailed accounting records to satisfy all financial reporting requirements.

Section 6. Copies of this capital project ordinance shall be furnished to the Finance Officer for direction in carrying out this project.

THIS ORDINANCE ADOPTED THIS THE 10TH DAY OF JANUARY 2022.

Bryan Hough, Mayor
City of Mount Holly

ATTEST:

Amy Miller, CMC
City Clerk

MEMORANDUM

TO: Mayor and City Council, City of Mount Holly

FROM: Marie M. Anders, City Attorney

RE: Offer to Purchase Annex property at 129 S. Main Street by RTR Property Management, LLC

DATE: January 7, 2022

City Manager Miles Braswell, Assistant City Manager Brian DuPont, and I worked with Billy Rick to draft an offer to purchase the above-described property by RTR Property Management, LLC, for \$200,000. RTR Property Management, LLC, is in the process of depositing 5% of this bid with the City Clerk. This offer includes a 60 day due diligence period, closing to occur on or before 30 days from the end of the due diligence period. In addition, the offer includes the following contingencies: (1) that the buyer must negotiate with the City and agree upon a parking lot and dumpster easement to be signed at closing providing the City with a minimum of 10,000 square feet of parking lot and a dumpster pad in the downtown, (2) that the buyer must negotiate with the City and agree upon a Historical Society research library relocation agreement to be signed at closing providing that buyer will relocate the research library at a cost not to exceed \$15,000, and (3) that the buyer must negotiate with the City and agree upon a first right of refusal to be granted to the City at closing.

If the Council wishes to accept this offer, the statutory process under NCGS 160A-269 is to approve the attached resolution accepting this offer subject to the upset bid process and directing the City Clerk to publish notice of the offer in the newspaper. That starts a 10 day upset bid process, in which anyone may submit a sealed qualifying higher bid. A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of that offer and includes a deposit in the amount of five percent of the higher bid by certified check. In addition, only offers that meet the minimum requirements of the contingencies will be qualifying. If a qualifying higher bid is received, the city clerk will publish in the newspaper a new notice of upset bid, and shall continue to do so until a 10-day period has passed without receiving any qualifying upset bid.

If the bid is upset, once the upset bid process concludes, the final high offer will be returned to the Council for approval. Council has the right at any time to reject all bids and withdraw the property from sale until approving the final high offer. If there are no upset bids, then the attached resolution states Council approves the offer from RTR Property Management, LLC.

RESOLUTION AUTHORIZING UPSET BID PROCESS
for 129 S. Main Street—RTR Property Management, LLC

WHEREAS, the City of Mount Holly owns certain property, approximately 0.24 acres located at 129 S. Main St., Mount Holly, NC 28120, and known as tax parcel # 123810 (“Property”); and

WHEREAS, North Carolina General Statute § 160A-269 permits the city to sell property by upset bid, after receipt of an offer for the property; and

WHEREAS, the City has received an offer to purchase the property described above, in the amount of \$200,000, submitted by RTR Property Management, LLC (“RTR”); and

WHEREAS, RTR has paid the required five percent (5%) deposit on its offer;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MOUNT HOLLY RESOLVES THAT:

1. The City Council authorizes sale of the property described above through the upset bid procedure of North Carolina General Statute § 160A-269.

2. The city clerk shall cause a notice of the proposed sale to be published. The notice shall describe the property and the amount of the offer, and shall state the terms under which the offer may be upset.

3. Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer to the office of the city clerk within 10 days after the notice of sale is published. At the conclusion of the 10-day period, the city clerk shall open the bids, if any, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.

4. If a qualifying higher bid is received, the city clerk shall cause a new notice of upset bid to be published, and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the City Council.

5. A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of that offer.

6. A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid; the deposit shall be made by certified check. The city will return the deposit on any bid not accepted, and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The city will return the deposit of the final high bidder at closing.

7. The terms of the final sale are that

- the City Council must approve the final high offer before the sale is closed, which it will do within 30 days after the final upset bid period has passed, and
- as a material part of the compensation for the purchase, the buyer must provide at closing a minimum of 10,000 square feet of parking lot and a dumpster pad in the Downtown Overlay Gateway District as defined in the Downtown

- Development Manual appendix to the Mount Holly Zoning Ordinance, and
- as a material part of the compensation for the purchase, the buyer must agree to relocate after closing the existing artifacts and exhibits of the research library area of the Mount Holly Historical Society, Inc., currently located within the Property, which relocation includes construction of any walls as needed for separation, any new doors or doorways, electrical and lighting, trim work, moving or rebuilding archives shelving, and painting as needed, at buyer's cost not to exceed \$15,000, and
 - the buyer must give the city at closing the first right of refusal on the Property.

8. The city reserves the right to withdraw the property from sale at any time before the final high bid is accepted and the right to reject at any time all bids.

9. If no qualifying upset bid is received after the initial public notice, the offer set forth above is hereby accepted. Mayor Bryan M. Hough is authorized to execute the instruments necessary to convey the property to RTR Property Management, LLC.

This the 10th day of January, 2022.

City of Mount Holly

By: _____
Bryan M. Hough, Mayor

Attest:

Amy Miller, City Clerk

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

THIS AGREEMENT, including any and all addenda attached hereto ("Agreement"), is by and between RTR PROPERTY MANAGEMENT, LLC, a North Carolina limited liability company ("Buyer"), and THE CITY OF MOUNT HOLLY, a North Carolina municipal corporation ("Seller").

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

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

(a) **"Property"** shall mean that certain property commonly known as 129 S. Main St., Mount Holly, NC 28210 and legally described as all of the property in Deed Book 152, Page 476, Gaston County Registry; consisting of approximately 0.24 acres, together with all buildings and improvements thereon and all fixtures and appurtenances thereto. (For information purposes only, the tax parcel number of the Property is: 123810)

(b) **"Purchase Price"** shall mean the sum of Two Hundred Thousand and No/100 DOLLARS (\$200,000.00), *payable on the following terms:*

(i) **"Earnest Money"** shall mean Ten Thousand and No/100 DOLLARS (\$10,000.00), deposited with the City Clerk of the City of Mount Holly with this offer, 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.

(ii) **"Cash, balance of Purchase Price,"** at Closing in the amount of One Hundred Ninety Thousand and No/100 DOLLARS (\$190,000.00).

(c) **"Closing"** shall mean the date and time of recording of the deed. Closing shall occur on or before thirty (30) days after the expiration of the Examination Period.

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

(e) **"Examination Period"** shall mean the period beginning on the Contract Date and extending through sixty (60) days after the Contract Date.

(f) **"Escrow Agent"** shall mean Michael, Elting, & Anders, PLLC.

(g) **"Seller's Notice Address"** shall be

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Buyer Initials BR Seller Initials _____

Miles Braswell, City Manager
400 East Central Ave.
Mount Holly, NC 28120
Email: miles.braswell@mtholly.us

except as same may be changed pursuant to Section 12.

(h) **"Buyer's Notice Address"** shall be

RTR Property Management, LLC
125 S. Main St.
Mount Holly, NC 28120
Attention: Billy Rick
Email: billy.rick@rtrrenovations.com

except as same may be changed pursuant to Section 12.

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, 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), if any, any deferred or rollback taxes, and other conveyance fees or taxes required by law.

Buyer shall pay recording costs, costs of any title search, title insurance, and the cost of any inspections or investigations undertaken by Buyer under this Agreement.

Each party shall pay its own attorney's fees.

Section 4. Deliveries: Seller shall deliver to Buyer within five business (5) days after the Contract Date copies of all information relating to the Property in possession of or available to Seller, including but not limited to: title insurance policies, surveys, environmental reports, soil reports, 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 agent 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 materials delivered by Seller to Buyer pursuant to this Section (or Section 7, if applicable), if any.

Section 5. Evidence of Title: Seller agrees to convey fee simple marketable and insurable title to the Property free and clear of all liens, encumbrances and defects of title other than: zoning ordinances affecting the Property and matters of record existing at the Contract Date that are not objected to by Buyer prior to the end of the Examination Period ("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 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 marketable and 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 the fact 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, water sampling and other testing, environmental inspections, and surveying the Property. Upon Seller's request, Buyer shall provide to Seller evidence of general liability insurance. Buyer shall also have a right to review and inspect all contracts or other agreements affecting or related directly to the Property and shall be entitled to review such 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

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Buyer Initials BR Seller Initials _____

shall obtain their agreement to maintain such confidentiality. Buyer assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under this Section 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(a) 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.**

(d) **Parking and Dumpster Easement:** During the Examination Period, Buyer and Seller shall work together to negotiate and agree upon a final parking lot and dumpster easement (the "Parking Easement") over the parking lot behind 121 – 129 S. Main Street based on the Buyer's letter of intent dated December 16, 2021. Buyer's and Seller's obligations under this Agreement are expressly conditioned upon execution of the final approved Parking Easement at or before Closing and Buyer causing the location of the parking lot behind 121 – 129 S. Main Street to be released from any deeds of trust, mortgages, or other liens before closing or upon the payment of a fixed sum of money at closing. The final parking lot and dumpster easement must provide the Seller with a minimum of 10,000 square feet of parking lot and a dumpster pad in the Downtown Overlay Gateway District as defined in the Downtown Development Manual appendix to the Mount Holly Zoning Ordinance. The Parking Easement must include repaving and striping of the parking lot and construction of new dumpster enclosure at Buyer's cost, thereafter the parking lot and dumpster pad to be maintained by the Seller and the dumpsters to be owned by the Seller and subject to the Seller's collection policies and fees as amended from time to time.

(e) **Historical Society Relocation Agreement:** During the Examination Period, Buyer and Seller shall work together to negotiate and agree upon a final agreement for Buyer to relocate the existing artifacts and exhibits of the research library area of the Mount Holly Historical Society, Inc., currently located within the Property (the "Historical Society Relocation Agreement") based on the Buyer's letter of intent dated December 16, 2021. Buyer's and Seller's obligations under this Agreement are expressly conditioned upon execution of the final approved Historical Society Relocation Agreement at or before Closing, to include construction of any walls as needed for separation, any new doors or doorways, electrical and lighting, trim work, moving or rebuilding archives shelving, and painting as needed, all at the Buyer's cost not to exceed \$15,000.

(f) **First Right of Refusal:** During the Examination Period, Buyer and Seller shall work together to negotiate and agree upon a final first right of refusal agreement (the "First Right of Refusal") based on the Buyer's letter of intent dated December 16, 2021.

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Buyer Initials BR Seller Initials _____

Buyer's and Seller's obligations under this Agreement are expressly conditioned upon execution of the final approved First Right of Refusal at Closing.

Section 7. Leases:

Seller affirmatively represents and warrants that there are no leases affecting the Property, other than that lease to Buyer dated April 25, 2016.

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 waste, 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 Liability Act of 1980 (42 U.S.C. § 9601). Seller has no actual knowledge of any contamination of the Property from such substances as 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. Default and Remedies:

(a) **Seller Default:** In the event Seller defaults or fails to perform any of the conditions or obligations of Seller under this Agreement or in the event any of the representations and warranties contained herein are not true and correct as of the date hereof and as of the Closing Date, Buyer shall have the right to: terminate this Agreement by giving written notice to Seller and receive an immediate refund of any Earnest Money deposits, in which event neither party shall have any further liability to the other, except as expressly stated otherwise herein in Section 6(c) and 22.

(b) **Buyer Default:** In the event of a default or breach by Buyer of any of the covenants or conditions or obligations of Buyer under this Agreement, Seller's sole and exclusive remedy shall be to receive payment of any Earnest Money deposits, actual

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Buyer Initials

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Seller Initials

damages being difficult if not impossible to ascertain and the parties having made a bona fide effort to estimate Seller's damages. Upon such payment to Seller of the Earnest Money deposit, the Agreement shall be deemed terminated and, upon such termination, neither party shall have any continuing liability or obligation of any kind to the other, except as expressly stated otherwise herein in Section 6(c) and 22.

(c) It is agreed that neither party shall have any right to seek punitive or consequential damages against the other and that the sole and only remedies of the parties with respect to a default prior to Closing are set forth in this Section entitled "Defaults and Remedies." In the event of a default by the parties which survives Closing, the non-defaulting party shall be entitled to seek legal, compensatory, and equitable remedies, but no right to seek punitive or consequential damages.

Section 11. Closing: At Closing, Seller shall deliver to Buyer a general warranty deed and other documents customarily executed or delivered by a seller in similar transactions, including without limitation, a bill of sale for any personal property associated with the Property, an owner's affidavit, lien waiver forms, and a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act), and Buyer shall pay to the closing agent for the benefit of Seller the Purchase Price. At Closing, the Earnest Money shall be applied as part of 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 Closing has taken place. The Parking Easement to be recorded at Closing will contain various terms and restrictions, as more particularly described in that instruments, which will be recorded against the Property and adjacent parcels described therein and run with the title to the land.

Section 12. Notices: Notices given pursuant to this Agreement will be effective only if in writing and delivered (i) in person, (ii) by courier, (iii) by reputable overnight courier guaranteeing next business day delivery, (iv) if sent on a business day during the business hours of 9:00 a.m. until 7:00 p.m., Eastern time, via E-mail, with delivery confirmed, or (v) by United States certified mail, return receipt requested. All notices will be directed to the other Party at its address provided in Section 1(g) as to Seller and in Section 1(h) as to Buyer, or such other address as either Party may designate by notice given in accordance with this Section 12. Notices will be effective (i) in the case of personal delivery or courier delivery, on the date of delivery, (ii) if by overnight courier, on the day deposited with all delivery charges prepaid, (iii) if by E-mail, on the date of transmission, and (iv) in the case of certified mail, the earlier of the date receipt is acknowledged on the return receipt for such notice or five (5) business days after the date of posting by the United States Post Office.

Section 13. Entire Agreement: This agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto.

Section 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 the notice described in Section 12 is not required for effective communication for the purposes of this Section. PDF, DocuSign, and other electronic signature formats shall have the same force and effect as original signatures. 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:** 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.

Seller shall pay all owners' association assessments and all governmental assessments confirmed as of the time of Closing, if any, and Buyer shall take title subject to all pending assessments.

(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.

Section 16. Survival of Representations and Warranties: All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing for a period of six (6) months after Closing, with the exception of the warranties contained within the general warranty 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.

Section 18. Assignment: This Agreement is freely assignable by Buyer only to a related party or affiliate of Buyer that is controlled by Buyer or the owners of Buyer.

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: Intentionally removed.

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 they have not employed nor engaged any brokers, consultants or real estate agents to be involved in this transaction.

Section 23. Condemnation: If any authority having the right of eminent domain shall commence negotiations with Seller or shall commence legal action against Seller for the damages, taking or acquiring of all or any part of the Property, either temporarily or permanently, by condemnation or by exercise of the right of eminent domain, Seller shall immediately give notice of the same to Buyer. Upon the occurrence of any of the foregoing events, Buyer shall have the right, at its option, to terminate this Agreement by giving notice thereof to Seller on or before Closing, in which event Buyer shall be released of all further obligations hereunder and Buyer's Earnest Money and any other deposit(s) made by Buyer together with any interest earned thereon shall be returned to Buyer. If Buyer does not so terminate this Agreement, the Purchase Price for the Property shall be reduced by the total of any awards, settlement proceeds or other proceeds received by Seller prior to Closing with respect to any damage or taking. At the Closing, Seller shall assign to Buyer all rights of Seller in and to any future awards, settlement proceeds or other proceeds that are payable on or after Closing. The risk of condemnation or eminent domain shall be borne by Seller until Closing. In the event of any negotiations with any authority regarding the payment of any awards or other sums or regarding any settlement on account of any damages, taking or acquiring through condemnation or eminent domain, Seller will inform Buyer of all such negotiations of which Seller has notice and will permit Buyer to take part therein.

Section 24. AS IS. Buyer acknowledges that, except for the express representations, warranties, covenants, and agreements of Seller set forth in this Agreement and in any documents delivered by Seller at Closing, Buyer is not relying on any representations of

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Buyer Initials BC Seller Initials _____

Seller and will make its decision to purchase the Property based on its own inspection and review of the Property. Except as otherwise provided herein or in any documents delivered by Seller at Closing to the contrary (including Seller's specific covenants, representations and warranties), Buyer agrees to accept the physical condition of the Property "as is", "where is", "with all faults", and without express or implied warranties of any nature whatsoever. The warranties being disclaimed include, without limitation, implied warranties of merchantability, habitability, tenantability and fitness for a particular purpose.

Section 25. For the purposes of this Agreement, whenever the phrases "to Seller's actual knowledge," or the "knowledge" of Seller or words of similar import are used, they shall be deemed to refer to the current, actual, conscious knowledge only, and not any implied, imputed or constructive knowledge, without any independent investigation having been made or any implied duty to investigate, of Miles Braswell, Seller's City Manager. Such individual shall have no personal liability hereunder.

BUYER:

RTR Property Management, LLC

By: Billy J. Rick
Name: Billy J. Rick
Title: member/manager

Date: 1/7/22

SELLER:

The City of Mount Holly

By: _____
Name: _____
Title: _____

Date: _____

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.

(Name of Firm)

Date: _____

By: _____

Buyer Initials BR Seller Initials _____

REPORTS

Mount Holly Parks & Recreation

Monthly Report- December 2021

Senior Citizen Activity Group- The Sole Patrol met 16 days during the month of December. The total attendance was 259, with 27 different members attending. Their activities included walking, corn hole, and shuffleboard. They also had a Christmas luncheon.

Fitness Center- The Fitness Center was open 16 days throughout December. The total attendance was 68, with 19 different members attending.

Athletics-

Youth basketball practices were held at the Old Gym and Tuckaseege Community Center throughout December. We have 235 children participating on 28 teams with age groups ranging from 3 years old all the way up to 15 year olds. Games will begin on January 8.

Free-play basketball for youth is open at the Old Gym on Mondays-Thursdays after school, and adult free-play basketball is available at the Tuckaseege Community Center. We have been averaging 19 participants for both sessions

Free-play pickleball was held Tuesdays and Thursdays from 1-3pm at the Tuckaseege Community Center. We had a total of 31 visits by 13 different players.

Rentals & Special Events- We did not have any shelter or Tuckaseege Community Center rentals during the month of December.

News & Notes- The new multi-purpose floor was installed at the Tuckaseege Community Center, the week of December 27-December 31.

Registration for youth spring sports will begin on January 13. Spring sports will include; tee-ball, baseball, soccer, girls' volleyball, and girls' softball.

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

CFS By Department - Select Department By Date
For MOUNT HOLLY POLICE 12/1/2021 - 12/31/2021

MOUNT HOLLY POLICE	Count	Percent
ABC ENFORCEMENT	1	0.06%
ALARM B	31	1.81%
ALARM R	20	1.17%
ANIMAL COMPLAINT	4	0.23%
ASSAULT AL OCC	5	0.29%
ASSAULT IN PROG	1	0.06%
ASSIST CITY DEPARTMENT	1	0.06%
ASSIST FD/EMS	24	1.40%
ASSIST LE AGENCY	31	1.81%
ASSIST OTHER	5	0.29%
ATTEMPTED B & E	1	0.06%
B & E RES AL OCC	1	0.06%
B & E RES IN PROG	2	0.12%
B & E TO VEHICLE ALR OCC	6	0.35%
CHECK ROADWAY	15	0.88%
CHECK THE WELFARE	20	1.17%
CHILD ABUSE AL OCC	2	0.12%
CHILD CUSTODY	2	0.12%
CIVIL DISPUTE	13	0.76%
COMM SERV SPECIAL EVENT	2	0.12%
COMMUNICATING THREATS	12	0.70%
COURT	6	0.35%
DAMAGE TO PROPERTY	11	0.64%
DISCHARGE FIREARM	10	0.58%
DISTURBANCE NATURE UNK	1	0.06%
DOMESTIC ARGUMENT	22	1.28%
DOMESTIC ASSAULT	6	0.35%
DRUGS	3	0.18%
FIGHT MULTIPLE SUBJ	2	0.12%
FOLLOW UP INVESTIGATION	49	2.86%
FOUND PROPERTY	5	0.29%
FRAUD	13	0.76%
FUNERAL ESCORT	2	0.12%
HANGUP 911	6	0.35%
HARRASSMENT	6	0.35%
HIT & RUN PD	8	0.47%
IDENTITY THEFT	19	1.11%
INFORMATION ONLY	34	1.98%
INTOXICATED DRIVER	4	0.23%
INTOXICATED PEDESTRIAN	2	0.12%
JUVENILE	19	1.11%
JUVENILE CUSTODY ORDER	1	0.06%

MOUNT HOLLY POLICE	Count	Percent
JUVENILE SEX ASSAULT AL OCC	2	0.12%
K9 DEPLOYMENT-TRACKING	1	0.06%
K9 DEPLOYMENT-VEHICLE SEARCH	1	0.06%
LARCENY AL OCC	14	0.82%
LARCENY IN PROG	2	0.12%
LICENSE CHECK	1	0.06%
LOST PROPERTY	4	0.23%
MENTAL COMMITMENT	3	0.18%
MISC CALL	1	0.06%
MISSING PERSON ADULT	3	0.18%
MISSING PERSON JUVENILE	2	0.12%
MV COLLISION PD	43	2.51%
MV COLLISION PI	10	0.58%
NOISE VIOLATION	13	0.76%
OBTAINING WARRANT	1	0.06%
OVERDOSE	4	0.23%
PARKING VIOL	4	0.23%
PERSONAL ESCORT	12	0.70%
PICK UP PROPERTY	1	0.06%
PROWLER	6	0.35%
PUBLIC NUISANCE BIKES/SKATEBOARDS/ATV/DIRT BIKES	3	0.18%
PUBLIC SERVICE CALL	18	1.05%
ROAD RAGE	1	0.06%
SCHOOL RES OFFICER	2	0.12%
SCHOOL TRAFFIC	7	0.41%
SEARCH WARRANT	3	0.18%
SERVE WARRANT	16	0.93%
SPEC ASSIGNMENT TRAFFIC	4	0.23%
SPECIAL ASSIGNMENT	22	1.28%
SPECIAL CHECK	747	43.61%
STOLEN VEH IN PROGRESS	1	0.06%
STOLEN VEHICLE AL OCC	1	0.06%
STRANDED MOTORIST	19	1.11%
SUBJECT WITH A GUN/WEAPON	1	0.06%
SUCIDAL SUBJECT	6	0.35%
SUSPICIOUS PERSON	44	2.57%
SUSPICIOUS VEH OCCUP	63	3.68%
SUSPICIOUS VEH UNOCCUP	40	2.34%
TRAFFIC OTHER	6	0.35%
TRAFFIC STOP	133	7.76%
TRESPASS	9	0.53%
UNAUTHORIZED USE OF CONVEYANCE	3	0.18%
VERBAL ARGUMENT	8	0.47%
Total Records For MOUNT HOLLY POLICE	1713	Dept Calls/Total Calls 100.00%
Total Records	1713	

Incident Disposition Totals by Offense

MOUNT HOLLY POLICE

(12/01/2021 - 12/31/2021)

Offense:	Closed By Arrest:	Closed/Oth. Means:	Death of Offender:	Prosecut. Declined:	Cust. Oth. Jurisdic.:	Vic. Ref. Cooper.:	Juv. No Custody:	Not Applic.:	Unfound.:	Reported:	Actual:	Further Invest.:
11D - Fondling	0	0	0	0	0	0	0	1	0	1	1	1
13A - Aggravated Assault	0	2	0	1	0	0	0	1	0	2	2	0
13B - Simple Assault	5	2	0	2	0	0	0	6	0	8	8	1
13C - Intimidation	1	0	0	0	0	0	0	2	0	2	2	1
210 - Extortion/Blackmail	0	0	0	0	0	0	0	1	0	1	1	1
220 - Burglary/Breaking & Entering	0	0	0	0	0	0	0	1	0	1	1	1
23F - Theft From Motor Vehicle	0	0	0	0	0	0	0	3	0	3	3	3
23H - All Other Larceny	1	1	0	0	0	0	0	6	0	6	6	4
240 - Motor Vehicle Theft	0	0	0	0	0	0	0	2	0	2	2	2
26A - False Pretenses/Swindle/Confidence Game	0	0	0	0	0	0	0	1	0	1	1	0
26B - Credit Card/Automatic Teller Machine Fraud	0	2	0	1	0	0	0	3	0	4	4	2
26E - Wire Fraud	0	0	0	0	0	0	0	1	0	1	1	1
26F - Identity Theft	0	8	0	0	0	0	0	15	0	15	15	2
26G - Hacking/Computer Invasion	0	1	0	0	0	0	0	1	0	1	1	0
290 - Destruction/Damage/Vandalism of Property	0	2	0	0	0	0	0	6	0	6	6	4
35A - Drug/Narcotic Violations	6	2	0	0	0	0	0	12	0	12	12	4
35B - Drug Equipment Violations	3	1	0	0	0	0	0	6	0	6	6	2
520 - Weapon Law Violations	0	0	0	0	0	0	0	1	0	1	1	1
90D - Driving Under the Influence	2	0	0	0	0	0	0	3	0	3	3	1
90F - Family Offenses, Nonviolent	0	0	0	0	0	0	0	2	0	2	2	2
90J - Trespass of Real Property	0	0	0	0	0	0	0	1	0	1	1	1
90Z - All Other Offenses	1	0	0	0	0	0	0	2	1	2	1	0

Incident Disposition Totals by Offense

MOUNT HOLLY POLICE

(12/01/2021 - 12/31/2021)

Offense:	Closed By Arrest:	Closed/Oth. Means:	Death of Offender:	Prosecut. Declined:	Cust. Oth. Jurisdic.:	Vic. Ref. Cooper.:	Juv. No Custody:	Not Applic.:	Unfound.:	Reported:	Actual:	Further Invest.:
90Z.01 - Traffic Violations	12	4	0	0	0	0	0	17	0	17	17	1
90Z.03 - Court Violations	7	0	0	0	0	0	0	8	0	8	8	1
90Z.05 - Found Property	0	3	0	0	0	0	0	4	1	4	3	0
90Z.06 - Involuntary Commitment	1	1	0	0	0	0	0	2	0	2	2	0
90Z.10 - Missing Person	0	2	0	0	0	0	0	2	0	2	2	0
90Z.11 - Call For Service	0	7	0	0	0	0	0	12	1	12	11	4
90Z.13 - B&E to Motor Vehicle	0	0	0	0	0	0	0	4	0	4	4	4
90Z.14 - Larceny after B&E	1	0	0	0	0	0	0	2	0	2	2	1
90Z.15 - Damage to Property <\$500.00	1	0	0	0	0	0	0	3	0	3	3	2
Totals:	41	38	0	4	0	0	0	131	3	135	132	47

Arrest Race/Sex Totals by Offense

MOUNT HOLLY POLICE

(12/01/2021 - 12/31/2021)

Primary Offense:	White Male:	Black Male:	Indian Male:	Asian Male:	White Female:	Black Female:	Indian Female:	Asian Female:	Juven.:	Adult:	Resd.:	NonRes.:	Arrests:
11C - Sexual Assault with an Object	0	1	0	0	0	0	0	0	0	1	1	0	1
13B - Simple Assault	2	0	0	0	1	0	0	0	0	3	2	1	3
23H - All Other Larceny	0	0	0	0	1	0	0	0	0	1	1	0	1
250 - Counterfeiting/Forgery	1	0	0	0	0	0	0	0	0	1	1	0	1
35A - Drug/Narcotic Violations	2	0	0	0	2	0	0	0	0	4	0	4	4
520 - Weapon Law Violations	1	0	0	0	0	0	0	0	0	1	0	1	1
90D - Driving Under the Influence	1	1	0	0	1	0	0	0	0	3	2	1	3
90Z - All Other Offenses	2	0	0	0	0	0	0	0	0	2	1	1	2
90Z.01 - Traffic Violations	2	0	0	0	0	0	0	0	0	2	1	1	2
90Z.03 - Court Violations	2	0	0	0	0	0	0	0	0	3	1	2	3
90Z.14 - Larceny after B&E	2	0	0	0	0	0	0	0	0	2	1	1	2
90Z.15 - Damage to Property <\$500.00	1	0	0	0	0	0	0	0	0	1	1	0	1
Totals:	16	2	0	0	5	0	0	0	0	24	12	12	24

Citation Totals by Charge

MOUNT HOLLY POLICE

(12/01/2021 - 12/31/2021)

Charge:	Number of Charges:
Speeding (Infraction)	20
DWI	1
No Operator License	5
Driving While License Revoked	11
Expired Registration	9
Unsafe Movement	1
Failure To Stop (Stop Sign/Flashing Red Light)	1
Running Red Light	3
Failure To Reduce Speed	2
Other (Misdemeanor)	3
Other (Infraction)	9
Other (2nd Charge - Misdemeanor)	3
Other (2nd Charge - Infraction)	17
Total:	85