



December 14, 2020 Council Meeting

Mayor Bryan Hough
Mayor Pro-Tem David Moore
Councilwoman Phyllis Harris
Councilman Charles McCorkle
Councilman Jeff Meadows
Councilwoman Christina Pawlish
Councilwoman Lauren Shoemaker
Kemp Michael, City Attorney
Danny Jackson, City Manager

Due to COVID-19 restrictions on public gatherings, the City strongly encourages people to watch this meeting on the live stream: www.mtholly.us

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



**December 14, 2020
7:00 P.M.**

CALL TO ORDER BY THE MAYOR

INVOCATION

PLEDGE OF ALLEGIANCE

SET THE AGENDA

CONSENT AGENDA

1. Approval of the 2021 Council Meeting Schedule
2. Approval of Budget Amendment
3. Approval of the Renewal of Coldwell Banker Listing Agreement - 725 Elm Street Property
4. Approval of Extending Expired Planning Commission Member Terms to January 2021
5. Approval of a Resolution to Publish a Notice of the Proposed Lease of Cell Tower Space as outlined in the Memorandum from the City Attorney
6. Approval of a Resolution Directing the Clerk to Investigate and Certify the Sufficiency of a Petition for Gaston County Parcel ID: 304155 and Call for a Public Hearing on the Question of Annexation to be held on January 11, 2021 at 7:00PM (Riverbend)

PRESENTATIONS

PUBLIC HEARING

PUBLIC COMMENT – Three (3) Minute Limit

OLD BUSINESS

NEW BUSINESS

1. Discussion of Memorial for Fallen Officer Tyler Herndon

COUNCIL APPOINTMENTS

1. Mayor Pro Tem
2. City Attorney
3. Assistant City Attorney

CLOSED SESSION

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

ADJOURN

CONSENT AGENDA

2021 City Council Meeting Schedule

Council Meetings	Work Session Meetings
January 11, 2021	January 25, 2021
February 8, 2021	February 22, 2021
March 8, 2021	March 22, 2021
April 12, 2021	April 26, 2021
May 10, 2021	May 24, 2021(budget)
June 14, 2021	June 28, 2021
July 12, 2021	July 26, 2021
August 9, 2021	August 23, 2021
September 13, 2021	September 27, 2021
October 11, 2021	October 25, 2021
November 8, 2021	no meeting
December 13, 2021	no meeting

All Council meetings begin at 7:00 p.m. All meetings are held in the Council Chambers at the Municipal Complex located at 400 East Central Avenue, Mount Holly, NC 28120. All Work Session Meetings are held on the 4th Monday of the month at 6:30 p.m. in the Council Chambers unless otherwise noted.



City of Mount Holly Agenda Action Item

To: Mayor and City Council From: Miles Braswell, City Manager	Date: December 11, 2020 Meeting Date: December 14, 2020
Agenda Item to be considered:	
Attorney Fees for Brookline Homes LLC v. City of Mount Holly Settlement – Budget Amendment	
Will this require a public hearing? ☐ YES ☒ NO	
Background/Purpose of Request:	
From the settlement in the Brookline Homes LLC vs. City of Mount Holly, the Order Granting Final Approval of Settlement and Award of Attorneys' Fees and Costs was signed by The Honorable David A. Phillips on October 12, 2020. The Court concluded that the Plaintiff's counsel should be awarded \$161,156 in attorney's fees and reimbursement of expenses from the Settlement Fund, with the amount broken down below: • \$158,775.00 in Attorney's Fees • \$2,381.00 in Out-of-Pocket Expenses The Court also finds to be a fair and reasonable service award of \$5,000.00 to Plaintiff Brookline Homes, LLC to be paid from the Settlement Fund. The total settlement amount is \$483,468.00, in which this budget amendment needs to reflect. The total amount of the Budget Amendment request is \$483,468.00.	
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:	\$483,468.00
Budget Code	
Reviewed by City Attorney	☒ YES ☐ NO ☐ N/A
Manager/Staff Recommendation: Staff recommends the budget amendment.	
Result of City Council Decision: _____	
Attachments:	
• Budget Amendment form	



Date Submitted: _____

Finance Officer: _____

City Manager: _____

To appropriate funds from Enterprise Fund Balance for attorney's fees for System Development



City of Mount Holly Action Agenda Item

To: Mayor and City Council	Date: December 8, 2020
From: Miles Braswell, City Manager	Meeting Date: December 14, 2020
Agenda Item to be considered:	
Property Listing Agreement Renewal – 725 Elm Street	
Will this require a public hearing? ☐ YES ☒ NO	
Background/Purpose of Request:	
The Exclusive Right to Lease and/or Sell Listing Agreement for the City property located at 725 Elm Street (former Water Plant, then Streets and Solid Waste Department) with Coldwell Banker Commercial MECA has expired. The following Agreement contract period will be extended to December 31, 2021. All other terms and conditions are the same as the previous Agreement.	
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>Extend the listing agreement.</u>	
Result of City Council Decision: _____	
Attachments:	
The Exclusive Right to Lease and/or Sell Listing Agreement	



EXCLUSIVE RIGHT TO LEASE AND/OR SELL
LISTING AGREEMENT

This Exclusive Right to Lease And/Or Sell Listing Agreement, hereinafter known as "Agreement", is by and between:

Coldwell Banker Commercial - MECA (Name of Firm), hereinafter known as "Firm" and
City of Mount Holly hereinafter known as "Client".

In consideration of Firm's agreement to list the following described property, hereinafter known as "Property," for lease and/or sale and to use its efforts to find a buyer/tenant, Client agrees with Firm as follows:

1. **EXCLUSIVE RIGHT TO LEASE AND/OR SELL:** For a period extending until 11:59 p.m. (based upon the time at the locale of the Firm's office) on December 31, 2021, Firm shall have the exclusive right to lease and/or sell the Property as agent of Client at the price and on the terms set forth below, or upon such other terms as may be agreed upon in writing by Client with any buyer/tenant. Client represents that, as of the commencement date of this Agreement, Client is not a party to a listing agreement with any other firm.

2. **BROKER COOPERATION/AGENCY RELATIONSHIPS:** Firm has advised Client of Firm's general company policy regarding cooperating with subagents, buyer/tenant agents or dual agents. Client has received and read the "Working with Real Estate Agents" publication and authorizes the Firm to compensate (subject to Paragraphs 7c.(ii) and 7c.(iii)) and cooperate with the following (Firm agrees to inquire of all agents at the time of initial contact as to their agency status): (CHECK ALL APPLICABLE AGENCIES)

- ☐ subagents of Client
☒ buyer/tenant agents
☒ dual agents representing both Client and the buyer/tenant in the same transaction (subject to the terms of Section 15).

3. **PROPERTY:** (Address) 725 Elm Street, Mount Holly, NC 28120
(Legal Description/Description) PID # 123513 on Gaston GIS

☐ See attached Exhibit _____ for legal description/description of premises.

To the best of Client's knowledge: (i) the Property is not subject to any rights of first refusal, rights of first offer or similar rights of others to acquire or lease all or a portion of the Property, (ii) as respects the Property there have been no licenses or leases granted or transfers of mineral, oil and gas or other similar rights, (iii) Client has paid or will pay in full all persons recently contracted with (or contracted with hereafter prior to any transaction) to do work related to or affecting the Property and Client will comply with all laws related to mechanics liens, (iv) the streets serving the Property are public streets and are maintained by a public authority, and (v) the Property has not been clad previously (either in whole or in part) with an "exterior insulating and finishing system" commonly known as "EIFS" or "synthetic stucco", unless disclosed as follows (Insert "None" or the identification of any matters relating to (i) through (v) above, if any): _____

4. **LISTING TERMS:**

SALE

Sales Price \$349,000.00

Client Financing Terms _____

Possession Delivered _____

LEASE

Rental \$12 per Rentable SF

Taxes Paid By Tenant

Insurance Paid By Tenant

Utilities Paid By Tenant

Operating Expenses Paid By Tenant



North Carolina Association of REALTORS®, Inc.

Firm Rep. Initials _____ Client Initials _____

Coldwell Banker Commercial-MEC, 2459 Wilkinson Blvd. Charlotte NC 28208
Phone: (704)266-5039 Fax: Samuel Kline

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

STANDARD FORM 570

Revised 7/2017

© 7/2017

Streets and Solid

Maintenance Paid By Tenant

Possession Delivered _____

Other Terms: _____

Other Terms: _____

☐ See attached Exhibit _____ for additional listing terms.

ADVERTISING AND DATABASE LISTINGS: In connection with the marketing and lease/sale of the Property, Client authorizes and directs Firm: (CHECK ALL APPLICABLE SECTIONS)

- ☒ to place a sign on the Property. All other signs marketing the Property for lease or for sale shall be removed.
- ☒ **Listing Service.** To submit pertinent information concerning the Property to any listing service or information exchange of which Firm is a member or in which any of Firm's agents participate and to furnish to such listing service or information exchange notice of all changes of information concerning the Property authorized in writing by Client. Client authorizes Firm, upon execution of a lease or sales contract for the Property, to notify the listing service or information exchange of the lease/pending sale, and upon lease execution or closing of the sale, to disseminate leasing/sales information, including rate/sales price, to the listing service, information exchange, appraisers and real estate brokers.
- ☒ **Advertising Other Than On The Internet.** Client authorizes Firm to advertise the Property in non-Internet media, and to permit other firms to advertise the Property in non-Internet media to the extent and in such manner as Firm may decide.
- ☒ **Internet Advertising.** Client authorizes Firm to display information about the Property on the Internet either directly or through a program of any listing service or information exchange of which the Firm is a member or in which any of Firm's agents participate, and authorizes other firms who belong to any listing service of which the Firm is a member or in which any of Firm's agents participate to display information about the Property on the Internet in accordance with the listing service or information exchange rules and regulations. *If Client does not authorize Internet Advertising as set forth above, Client MUST complete an opt-out form in accordance with listing service rules. (NOTE: NCAR Form #105 may be used for this purpose.)*

If Client authorizes Internet Advertising as set forth above, Client authorizes the display of (**Check ALL applicable sections**):

- ☒ The address of the Property
- ☒ Automated estimates of the market value of the Property
- ☒ Third-party comments about the Property

Client acknowledges and understands that while the marketing services selected above will facilitate the showing and sale or lease of the Property, there are risks associated with allowing access to and disseminating information about the Property that are not within the reasonable control of the Firm, including but not limited to:

1. unauthorized use of a lock/key box,
2. control of visitors during or after a showing or an open house,
3. inappropriate use of information about the Property placed on the Internet or furnished to any listing service in which the Firm participates.

Client therefore agrees to indemnify and hold harmless Firm from any damages, costs, attorneys' fees and other expenses as a result of any personal injury or property loss or damage to Client or any other person not caused by Firm's negligence arising directly or indirectly out of any such marketing services.

MARKETING EXPENSE: In the event that the Property does not sell or lease during the term of this Agreement, Client shall nonetheless be obligated to reimburse Firm for actual documented expenses incurred in marketing the Property up to the amount of \$ _____.

5. SPECIAL PROVISIONS:

See First Modification attached hereto and incorporated herien by reference.

☐ See attached Exhibit _____ for special provisions.

6. COOPERATION WITH FIRM:

a. Exclusive Rights: Client agrees to cooperate with Firm to facilitate the leasing and/or sale of the Property. The Property may be shown only by appointment made by or through Firm. Client immediately shall refer to Firm all inquiries or offers it may receive regarding the Property. Client agrees to cooperate with Firm in bringing about a lease or sale of the Property. All negotiations shall be conducted through Firm. Firm shall be identified as the contact firm with all state and local economic development agencies being notified of the Property's availability.

b. Services: No management services, repair services, collection services, notices, legal services or tax services shall be provided by Firm. In the event that Firm does procure any of these services at the request of Client, it is understood and agreed that Firm shall only be acting in the capacity of procurer for Client and shall accrue no liability or responsibility in connection with any services so obtained on behalf of Client. This exclusion of liability and responsibility shall not apply in the event that Firm directly contracts with Client to provide any such service.

7. COMMISSIONS: The amount, format or rate of real estate commission is not fixed by law. Commissions are set by each broker individually and may be negotiable between a firm and its client.

a. Sales Commissions:

(i) Commissions shall be earned when Client accepts an unconditional offer from a buyer or when all conditions have been met following Client's acceptance of a conditional offer from a buyer whether the buyer is procured by Firm, the Client or anyone else during the term of this Agreement. Client shall pay Firm a commission equal to Six Point Zero

percent (6.000 %) of the gross sales price of the Property, or the sum of Twenty Thousand (\$ 20,000.00), whichever is greater, and/or other: _____

Commission shall be paid in cash or by bank check. Gross sales price includes any and all consideration received or receivable, in whatever form, by Client including, but not limited to, the assumption or release of existing liabilities. Client shall pay the commission upon delivery of the deed or other evidence of transfer of title or interest; provided, however, if the transaction involves an installment contract, then Client shall pay the commission upon the signing of such installment contract. In the event of any breach or termination by Client of any contract of purchase and sale, it is understood and agreed that the commission remains earned and payable upon notice given by Client to buyer of Client's intent not to proceed with such sale, notwithstanding the basis of such intent not to proceed. In the event Client contributes or conveys the Property or any interest therein to a joint venture, partnership or other business entity or executes an exchange, the commission shall be calculated on the fair market value of the Property or interest therein contributed, conveyed, transferred or exchanged and is payable at the time of the contribution, conveyance, transfer or exchange. If Client is a partnership, corporation or other business entity, and an interest in the partnership, corporation or other business entity is transferred, whether by merger, outright purchase or otherwise, in lieu of a sale of the Property, and applicable law does not prohibit the payment of a fee or commission in connection with such sale or transfer, the commission shall be calculated on the fair market value of the Property, rather than the gross sales price, multiplied by the percentage of interest so transferred, and shall be paid by Client at the time of the transfer. Provided, however that this interest transfer provision shall not apply to a transfer of an interest in a partnership, corporation or other business entity between existing partners, shareholders or other interest holders of the entity.

☐ If this box is checked, notwithstanding the foregoing, in the event that there is no cooperating agent involved in a sale transaction, the commission stated in (i) above shall be adjusted to _____ percent (_____ %) of the gross sales price of the Property or (\$ _____), whichever is greater, and/or other: _____

For purposes of this subsection only, "cooperating agent" shall mean any agent other than the individual licensee signing on behalf of Firm below.

(ii) **Options:** _____ % of any option fees shall be paid to Firm at the time such monies are paid to Client, said amount to be applied to commissions payable pursuant to Paragraph 7.a.(i), provided, Firm shall not be paid, on account of this provision, an amount in excess of its entitlement pursuant to Paragraph 7.a.(i).

(iii) Should there be a forfeiture of earnest money, Firm shall be entitled to 50.000 % of same, provided that Firm shall not receive an amount in excess of the commission set forth in Paragraph 7.a.(i).

b. Lease Commissions:

(i) Commissions shall be earned when Client directly or indirectly leases or agrees to lease the Property, whether tenant is procured by Firm, the Client or anyone else during the term of this Agreement. Firm's commission shall be calculated according to the schedule in Paragraph 7.b.(ii). Commissions shall be paid in cash or by bank check.

(ii) • **Schedule of Commissions:**

(complete both (a) and (b), only (a) will apply unless Firm elects in writing to have (b) apply)

(a) **Commission Paid Upon Execution of Lease:**

- (i) _____ percent (_____ %) of the total rent for the first _____ months in which rent is to be paid, plus _____ percent (_____ %) of the total rent for the remainder of the term;
- (ii) \$ 20,000.00 (flat fee);

payable in full upon execution of a lease by Client and tenant, unless otherwise provided here:

\$12,000 to be paid at lease execution

\$8,000 to be paid after 6 months provided client is current with lease payment .

- (b) **Commission Paid Over the Term of Lease:** In the event Firm elects in writing to collect a commission over the term of the lease, the commission is _____ percent (_____ %) of the total rent collected from tenant or \$ _____ per collection period, whichever is more, payable within ten (10) days of the receipt of each lease payment by Client during the term of the lease.

- ☐ If this box is checked, notwithstanding the foregoing, in the event that there is no cooperating agent involved in a lease transaction, the commission stated in (a) above shall be adjusted to _____ percent (_____ %) of the total rent for the first _____ months in which rent is to be paid, plus _____ percent (_____ %) of the total rent for the remainder of the term or \$ _____ (flat fee), or, if Firm elects in writing to have (b) above apply, the greater of _____ percent (_____ %) of the total rent collected from tenant or \$ _____ per collection period.

For purposes of this subsection only, "cooperating agent" shall mean any agent other than the individual licensee signing on behalf of Firm below.

(iii) **Percentage Rent:** If a lease for which a commission is payable hereunder contains a percentage rent clause, Client shall pay a commission on the percentage rent payable by the tenant at the commission rate applicable to the period of the lease term for which the percentage rent is payable. This commission shall be payable within fifteen (15) days after receipt of each tenant payment to Client.

(iv) **Option(s) or Right(s) of First Refusal to Renew, Extend Lease or Occupy Additional Space:** If a lease for which a commission is payable hereunder contains (i) an option or right of first refusal to renew or extend, and a lease term is renewed or extended whether strictly in accordance with the terms of such option or right or otherwise and/or (ii) an option or right of first refusal to expand, and tenant occupies additional space whether strictly in accordance with the terms of such option or right or otherwise, then Client shall pay a commission in accordance with this Paragraph 7.b. on the additional rent to be paid, calculated at the commission rate applicable hereunder for the years of the lease in which the additional rent is payable. Said commission shall be earned and payable upon the notice of exercise of any option or right of first refusal to renew or extend or upon the notice of exercise of any option or right of first refusal to expand, as applicable.

(v) Commissions payable pursuant to this Agreement are leasing fees only and shall not be considered compensation for or an obligation to manage or sell the Property.

c. General Commissions Provisions:

(i) **Purchase of Property by Tenant:** If a tenant under a lease for which a commission is payable hereunder directly or indirectly purchases the Property, whether strictly in accordance with the terms of any option, right of first refusal, similar right or otherwise, during the term of the lease (term to include the period of any extensions or renewals thereof based upon extension or renewal rights contained in the original provisions of such lease), then a sales commission shall be calculated and paid in accordance with the provisions of Paragraph 7.a.(i).

(ii) Firm shall not be required to compensate or pay any commission to, either directly or indirectly, a buyer/tenant who seeks to be compensated or paid a commission in connection with any transaction pursuant to this Agreement.

(iii) If Firm has worked directly with a buyer/tenant in connection with the Property, either as a client or a customer, and such relationship is evidenced in writing (either by a CONFIRMATION OF AGENCY RELATIONSHIP AND REGISTRATION STATEMENT - NCAR Form 510 - or substantially similar registration document), then Firm may not compensate or pay any commission to another real estate agent (not associated with Firm) in connection with any transaction pursuant to this Agreement involving said registered buyer/tenant.

(iv) In the event Client fails to make payments within the time limits set forth in this Agreement, then the delinquent amount shall bear interest from the date due until paid at the maximum rate permitted in the state of North Carolina. If Firm is required to institute legal action (including mediation or arbitration) against Client relating to this Agreement, Firm shall be entitled to costs of such action.

(v) In the event Client sells or otherwise disposes of its interest in the Property, Client shall remain liable for payment of the commissions provided for in this Agreement, including, without limitation, the commission obligations set forth in Paragraph 7.a. or 7.b. unless the purchaser or transferee assumes all of such obligations in writing and Firm agrees in writing to such assumption.

(vi) "Buyer", "tenant" and "registered prospect" as used herein shall be deemed to include, but not be limited to: (i) any holder of a right of first offer or refusal or similar right which holder is not specifically named herein and excluded from the terms of this Agreement, (ii) any prospect registered by Firm pursuant to Paragraph 8 hereof (which prospect registration listing shall identify specific principals and shall not include brokers acting in a brokerage capacity), and, (iii) the successors or assigns, principals, officers, directors, employees or shareholders thereof or any affiliate, alter-ego or commonly controlled entity of any such person.

8. REGISTERED PROSPECTS:

a. Prior Listing Agreements: If the Property was exclusively listed for lease or sale with another agency prior to this Agreement, then Client shall provide Firm in writing the names of registered prospects (as defined in Paragraph 7c.(vi) above) and the duration of the protection period under the prior listing agreement. If Client provides such information to Firm within twenty (20) days of the date of this Agreement, then a direct or indirect lease or agreement to lease or sale or agreement to sell during such protection period to a registered prospect is excluded from this Agreement.

b. Later Lease Or Sale To Registered Prospect: If within 90 days after the expiration or earlier termination of this Agreement (the "Protection Period"), Client directly or indirectly leases or agrees to lease or sells or agrees to sell the Property to a party with whom Firm (or any other agent acting for or through Firm) has had substantive bilateral communication concerning the Property during the term of this Agreement, Client shall pay Firm the same commission to which Firm would have been entitled had the sale or lease been made during the term of this Agreement; provided that names of registered prospects (as defined in Paragraph 7c.(vi) above) are delivered or postmarked to Client within fifteen (15) days after the expiration or earlier termination of this Agreement. **In the event the Property is exclusively listed for lease or sale with another agency after the expiration or earlier termination of this Agreement and Client directly or indirectly leases or agrees to lease or sells or agrees to sell the Property to a registered prospect (as defined in Paragraph 7c.(vi) above) during the Protection Period, then Client shall pay to Firm the same commission to which Firm would have been entitled.**

9. AUTHORITY: Client represents and warrants to Firm that it has the right to offer the Property for lease and/or sale. 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 and the holders of the interests in Client.

10. BANKRUPTCY: In the event that the Property comes under the jurisdiction of a bankruptcy court, Client shall immediately notify Firm of the same and, if Client is the subject of bankruptcy, shall promptly take all steps necessary to obtain court approval of Firm's appointment to sell or lease the Property, unless Firm shall elect to terminate this Agreement upon said notice.

11. INDEMNIFICATION: Client represents and warrants that the information set forth herein and any other information as may be furnished to Firm by Client, including information relating to environmental matters, is correct to the best of Client's knowledge. Firm shall have no obligation or responsibility for checking or verifying any such information, except as may be required by law. Client shall indemnify Firm for any and all loss or damage sustained by Firm as a result of (i) Firm's or Client's furnishing such information to a buyer or tenant or anyone else; and (ii) the presence of storage tanks on, or the presence or release of hazardous substances, materials and wastes on or from, the Property.

12. PARTIES AND BENEFITS: This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives. Client agrees that at any time during the term of this Agreement, Firm may either assign Firm's rights and responsibilities hereunder to another real estate agency, or transfer to another person or entity all or part of the ownership of Firm's real estate agency, and that in the event of any such assignment or transfer, this Agreement shall continue in full force and effect; provided, that any assignee or transferee must be licensed to engage in the business of real estate brokerage in the State of North Carolina. In the event of any such assignment or transfer, Client may terminate this Agreement without cause on thirty (30) days' prior written notice to the assignee or transferee of Client's intent to terminate this Agreement.

13. COUNTERPARTS; ENTIRE AGREEMENT; AMENDMENT; SEVERABILITY; ATTORNEYS FEES; GOVERNING LAW: This Agreement may be executed in one or more counterparts, which taken together, shall constitute one and the same original document. Copies of original signature pages of this Agreement may be exchanged via facsimile or e-mail, and any such copies shall constitute originals. This Agreement contains the entire agreement of the parties and supercedes all prior written and oral proposals, understandings, agreements and representations, all of which are merged herein. The parties acknowledge and agree that: (i) the initials lines at the bottom of each page of this Agreement are merely evidence of their having reviewed the terms of each page, and (ii) the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement. No amendment or modification to this Agreement shall be effective unless it is in writing and executed by all parties hereto. No waiver of any breach of any obligation or promise contained herein shall be regarded as a waiver of any future breach of the same or any other obligation or promise. The invalidity of one or more provisions of this Agreement shall not affect the validity of any other provisions hereof and this Agreement shall be construed and enforced as if such invalid provisions were not included. It shall not be deemed a breach of this Agreement for Firm to comply with an order resulting from an arbitration conducted by a REALTOR® association or issued by a court of competent jurisdiction. If legal proceedings (including mediation or arbitration) are instituted to enforce any provision of this Agreement, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorneys fees and court costs incurred in connection with the proceeding. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

14. INTELLECTUAL PROPERTY RIGHTS: Client grants to Firm and any listing or commercial database service in which Firm or its agents participate a non-exclusive, perpetual license to use any information, photographs, drawings or other intellectual property that Client provides to Firm, including the rights to display, reproduce or make derivative works from the intellectual property.

15. DUAL AGENCY: Client has received a copy of the "Working With Real Estate Agents" brochure and has reviewed it with Firm. Client understands that the potential for dual agency will arise if a buyer/tenant who has an agency relationship with Firm becomes interested in viewing the Property. Firm may represent more than one party in the same transaction only with the knowledge and informed consent of all parties for whom Firm acts.

(a) Authorization (*initial only ONE*).

_____ Client authorizes the Firm to act as a dual agent, representing both the Client and the buyer/tenant, subject to the terms and conditions set forth in this paragraph below.

_____ Client desires exclusive representation at all times during this agreement and does NOT authorize Firm to act in the capacity of dual agent. *If Client does not authorize Firm to act as a dual agent, the remainder of this paragraph shall not apply.*

(b) Disclosure of Information. In the event Firm serves as a dual agent, Client agrees that without permission from the party about whom the information pertains, Firm shall not disclose to the other party the following information:

- (1) that a party may agree to a price, terms, or any conditions of sale or lease other than those offered;
- (2) the motivation of a party for engaging in the transaction, unless disclosure is otherwise required by statute or rule; and
- (3) any information about a party which that party has identified as confidential unless disclosure is otherwise required by statute or rule.

(c) Firm's Role as Dual Agent. If Firm serves as agent for both Client and a buyer/tenant in a transaction involving the Property, Firm shall make every reasonable effort to represent Client and buyer/tenant in a balanced and fair manner. Firm shall also make every reasonable effort to encourage and effect communication and negotiation between Client and buyer/tenant. Client understands and acknowledges that:

- (1) Prior to the time dual agency occurs, Firm will act as Client's exclusive agent;
- (2) In its separate representation of Client and buyer/tenant, Firm may obtain information which, if disclosed, could harm the bargaining position of the party providing such information to Firm;
- (3) Firm is required by law to disclose to Client and buyer/tenant any known or reasonably ascertainable material facts. Client agrees Firm shall not be liable to Client for (i) disclosing material facts required by law to be disclosed, and (ii) refusing or failing to disclose other information the law does not require to be disclosed which could harm or compromise one party's bargaining position but could benefit the other party.

(d) Client's Role. Should Firm become a dual agent, Client understands and acknowledges that:

- (1) Client has the responsibility of making Client's own decisions as to what terms are to be included in any lease or purchase and sale agreement with a buyer/tenant client of Firm;
- (2) Client is fully aware of and understands the implications and consequences of Firm's dual agency role as expressed herein to provide balanced and fair representation of Client and buyer/tenant and to encourage and effect communication between them rather than as an advocate or exclusive agent or representative;
- (3) Client has determined that the benefits of dual agency outweigh any disadvantages or adverse consequences;
- (4) Client may seek independent legal counsel to assist Client with the negotiation and preparation of a lease or purchase and sale agreement or with any matter relating to the transaction which is the subject matter of a lease or purchase and sale agreement.

Client agrees to indemnify and hold Firm harmless against all claims, damages, losses, expenses or liabilities, other than violations of the North Carolina Real Estate License Law and intentional wrongful acts, arising from Firm's role as a dual agent. Client shall have a duty to protect Client's own interests and should read any lease or purchase and sale agreement carefully to ensure that it accurately sets forth the terms which Client wants included in said agreement.

THE BROKER SHALL CONDUCT ALL BROKERAGE ACTIVITIES IN REGARD TO THIS AGREEMENT WITHOUT RESPECT TO THE RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, HANDICAP OR FAMILIAL STATUS OF ANY PARTY OR PROSPECTIVE PARTY TO THE AGREEMENT. FURTHER, REALTORS® HAVE AN ETHICAL DUTY TO CONDUCT SUCH ACTIVITIES WITHOUT RESPECT TO THE SEXUAL ORIENTATION OF ANY PARTY OR PROSPECTIVE PARTY TO THIS AGREEMENT.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

CLIENT:

Individual

Date: _____

Date: _____

Business Entity

City of Mount Holly
(Name of Entity)

By: _____

Name: Miles Braswell

Title: City Manager

Date: _____

Address: PO Box 46

Mount Holly, NC 28120

Phone: (704) 827-3931

Facsimile: _____

E-mail: miles.braswell@mtholly.us

FIRM:

Coldwell Banker Commercial - MECA
(Name of Firm)

By: _____

Name: Sam Kline

Individual License #: 286840

Date: _____

Address: 100 N Main St

Belmont, NC 28012-3104

Phone: (704) 266-5039 (704) 777-6003

Facsimile: _____

E-mail: sam.kline@cbcmeca.com



City of Mount Holly Action Agenda Item

To: City Council From: Brian DuPont	Date: 12-9-20 Meeting Date: 12-14-20
Agenda Item to be considered: Approval of Extending Expired Planning Commission Member Terms to January 2021	
Will this require a public hearing? ☐ YES ☒ NO	
Background/Purpose of Request : The Planning Commission was not able to meet in December. Staff asks that Council extend the terms of members who expire at the end of the calendar year to the end of January 31, 2021. This would allow for a meeting in January to have the Planning Commission make a recommendation to the Council on the member's terms. The members whose terms are set to expire are: Perry Toomey Joni Burton Jerry Bishop	
Fiscal Impact:	
Will Item affect current budget	☐ YES ☐ NO ☒ N/A
Reviewed by Finance Director	☐ YES ☐ NO ☒ N/A
Preaudit Certification required	☐ YES ☐ NO ☒ N/A
Capital Project Ordinance required	☐ YES ☐ NO ☒ N/A
Budget Transfer required	☐ YES ☐ NO ☒ N/A
Total City Dollars:	\$
Budget Code	
Reviewed by City Attorney	☒ YES ☐ NO ☐ N/A
Manager/Staff Recommendation: Staff recommends extending terms to the end of January 2021 for certain members.	
Result of City Council Decision: _____	
Attachments: 1. 2. 3.	

MEMORANDUM

To: Mayor Hough and City Councilmembers
RE: Cell tower Co-locators: Mt. Holly water tank Highway 27 near Stanley
Date: December 11, 2020
From: Kemp Michael, City Attorney

Mount Holly has 3 companies with cell towers on the "Stanley" water tank for various lease terms as summarized below. I believe that it would be in the City's best interest to formally adopt these lease agreements. However, the current NC general statute dealing with cell towers caps the terms of a lease and any extensions at 25 years. The adoption of these lease agreements should be by Council adoption of a resolution but any such resolution requires 30 day advance notice by means of a newspaper advertisement indicating that the City intends to enter into these cell tower leases. Therefore, if the Council wishes to proceed with approving the leases, the next step would be to pass a resolution that the following legal notice be published in the newspaper:

"The public will take notice that the City Council of the City of Mount Holly intends at its regular Council meeting at 7:00 PM on the 8th of February, 2021, at the Mount Holly Municipal Complex, 400 E. Central Avenue, Mount Holly, NC, 28120, to authorize the lease of cell tower space on the Mount Holly water tank located on Highway 27 between Mount Holly and Stanley. The cell companies desiring such space are: T-Mobile South, LLC, beginning July 11, 2016, for a term of 25 years with original rent at \$30,000 per year with annual increases of 3% for each year thereafter; Nextel South Corp. aka Sprint Com Inc., beginning August 24, 2005, for a term of 25 years at a rental of \$27,375.75 per year with a 15% increase each 5 years thereafter; AT&T for a lease term of 5 years renewable for 5 five-year extensions thereafter, the initial rental amount being \$19,837.50 beginning October 2008 with a 15% increase each 5 years thereafter. As part of the lease agreement the co-locators are having installed at their own expense a corral for the purpose of re-locating their antennas and protecting the structural integrity of the tank."

The matter then will come back before the council at its February meeting for formal adoption of the leases agreements.

Andy Tillman is our maintenance person on this water tank and he has confirmed that the proposed corral would maximize the number of future antennas and that we have maintained sufficient ground space.

A Summary of Co-Locator Agreements

Mount Holly has 3 companies with cell towers on this tank as follows:

1. AT&T -- The first locator was BellSouth Mobility with an agreement dated October 9, 1997. This agreement has been amended three (3) times and BellSouth Mobility has by merger or otherwise evolved into AT&T Mobility (New Cingular Wireless PCS, LLC). This evolution is as follows:

Licensor and Licensee (or its respective predecessor-in-interest) entered into a Co-Location Option and Lease Agreement dated October 9, 1997, and a Memorandum of License and Amendment of License dated November 18, 1997, and a Second Amendment to Co-Location Option and Lease Agreement dated June 25, 2008, and a Third Amendment to Co-Location Option and Lease Agreement dated December 7, 2017, whereby Licensor leased to Licensee certain Licensed Premises and Tower, therein described, that are a portion of the property located at 951 Hwy. 27 South, Stanley, NC 28164 ("**Agreement**").

The third amendment allowed for no more than six (6) antennas at any time (Andre Tillman's email of Nov. 11 says AT&T currently has 9), and incorporated the previous agreements regarding the tower capacity to be utilized, as shown on Exhibit 1-A attached to the third amendment (copy attached hereto).

The initial rental (Oct. 1997) was \$15,000 per annum for an initial term of 5 years, with the option to extend for one additional 5 year period. The annual rental during the additional 5 year period was increased to \$17,500 per year. Thereafter, the rental agreement would continue from year to year increasing by 3% for each additional year. There are extensive drawings and other exhibits attached to the first agreement.

The second amendment (the first amendment was verification of license November 18) recited that the original agreement expired on October 27, 2007, and the licensee was on a one year license since that date. The 2nd amendment extended the lease term from October 28, 2008 for a term of up to 5 additional years and the rent was increased to \$19,837.50 per year, and that the rent amount would thereafter be increased by 15% at the beginning of each 5 year extension. The parties agreed that after the 5 year term beginning on October 28, 2008, the lease would be automatically renewed for up to 5 additional 5-year terms without further action by the parties (a possible total of 30 years from 2008).

The third amendment in 2017 allowed the Lessee to add additional antennas for 911 communication services and to install replacement antennas as set forth on Exhibit 1-A. This amendment also provided that the Lessee may be required to relocate its facilities to a corral on the existing water tower if the City determines a corral to be necessary.

The Proposed Fourth Amendment indicates that Exhibit 1-A will instead be 2-A which I have not yet received. This amendment states that the corral must be built and that the co-locaters will pay the cost for it.

2. T-Mobile – The original lease agreement with T-Mobile South, LLC was dated July 11, 2016, for a term of 5 years, expiring July 11, 2021, with additional option by Lessee to renewals of up to 4 additional 5-year terms (for a total altogether of 25 years ending in 2041). The original rental is \$30,000 for the first year with an annual increase of 3% each year thereafter, payable in equal quarterly installments. The extensions are automatic unless Lessee notifies Lessor 90 days in advance. Lessee must obtain consent of City prior to any modifications to equipment or buildings. I have been notified that T-Mobile will not accept any changes to this original agreement or risk termination by them.
3. Sprint – I have been advised that Sprint has been purchased/merged with T-Mobile.

Nextel South Corp. – now known as SprintCom Inc. The City originally entered into a lease with Nextel on 8/24/2005 set to expire on 09/20/2020. The lease amended providing a new term commencing on 9/21/2020 for 5 additional terms of 5 years each which automatically renews unless tenant gives written notice to City of decision not to renew. The current lease rate is \$23,805.00 per year, and beginning with the renewal term on 9/21/2020 the new annual rental is \$27,375.75. This rental amount escalates by 15% on 9/21/2025, and every additional renewal thereafter.

The original lease from 2005 allows Sprint to add additional antennas and equipment without increasing their rent, provided such additional equipment does not interfere with other already existing lease holders. Sprint must work with any subsequent lease holders to resolve any interference issues that could arise.

I recently spoke with an attorney for Sprint, and I asked her if we would continue to have separate agreements with T-Mobile and Sprint or would we be doing one document for the merged company. I have not heard back from her as of yet.

We should currently be receiving \$23,235.10 per year from AT&T, \$33,765.26 per year payable quarterly from T-Mobile, and \$27,375.75 per year from Sprint.

MEMORANDUM

TO: Mayor and City Council, City of Mount Holly

FROM: Marie M. Anders, Assistant City Attorney

RE: Riverbend annexation petition filed by Eric Lanier

DATE: December 11, 2020

As you may recall, Eric Lanier filed an annexation petition dated May 16, 2018, for a portion of his land that adjoins Highway 273 and Sandy Ford Road. This petition was placed on the agenda for the January 28, 2019, Council meeting, but was removed from the agenda and the petitioner continued to work with planning staff on this project until recently.

Mr. Lanier revised his petition on November 9, 2020, to remove some of the acreage from the petition. Before you now is the revised annexation petition for 82.092 acres, a copy of the tax map, a resolution directing the clerk to investigate the petition, the certificate of sufficiency from the clerk, and a resolution calling for a public hearing on the question of the annexation to take place at the January 11, 2021, Council meeting. These items are on the Consent Agenda for your approval.

The petitioner met with Brian DuPont, Kemp Michael, and me on December 4th for a scoping meeting to discuss the terms of the annexation agreement. We are working with staff and the petitioner on a draft annexation agreement to bring to you for your review. If it is complete by the January 11 meeting, then it will be presented to you at that meeting for your discussion and possible approval. If you approve of the annexation agreement and wish to move forward with annexation, then you would have the option to also approve the annexation ordinance at the January 11 meeting. The petitioner has requested that the annexation, if approved, be effective June 30, 2021.



CITY of MOUNT HOLLY

DANNY JACKSON, ASSISTANT TO THE CITY MANAGER
COMMUNITY DEVELOPMENT

131 South Main Street
Post Office Box 406
Mount Holly, NC 28120
704-822-2938
704-822-2933 fax
www.mtholly.us

PLANNING
ZONING
CODE ENFORCEMENT
PARKS AND RECREATION
GIS/TECHNOLOGY
PUBLIC HOUSING

PETITION REQUESTING ANNEXATION

Date: May 16, 2018

To the City Council of the (City/Town/Village) of Mount Holly;
(name of governing body)

1. We the Undersigned owners of real property respectfully request that the area described in Paragraph 2 below be annexed to the (City/Town/Village) of Mount Holly.
2. The area to be annexed x is contiguous or is not contiguous (check one) to the (City/Town/Village) of Mount Holly and the boundaries of such territory are as follows:

being approximately ^{82,092}~~12,000~~ acres as shown on attached survey by Charles S. Logue, R.S. dated ~~May 19, 2018~~
~~2018~~ October 19, 2020; and being Tract #3 as shown on that plat recorded in Plat Book 92 at Page 36 and also being tax PID 304155.

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

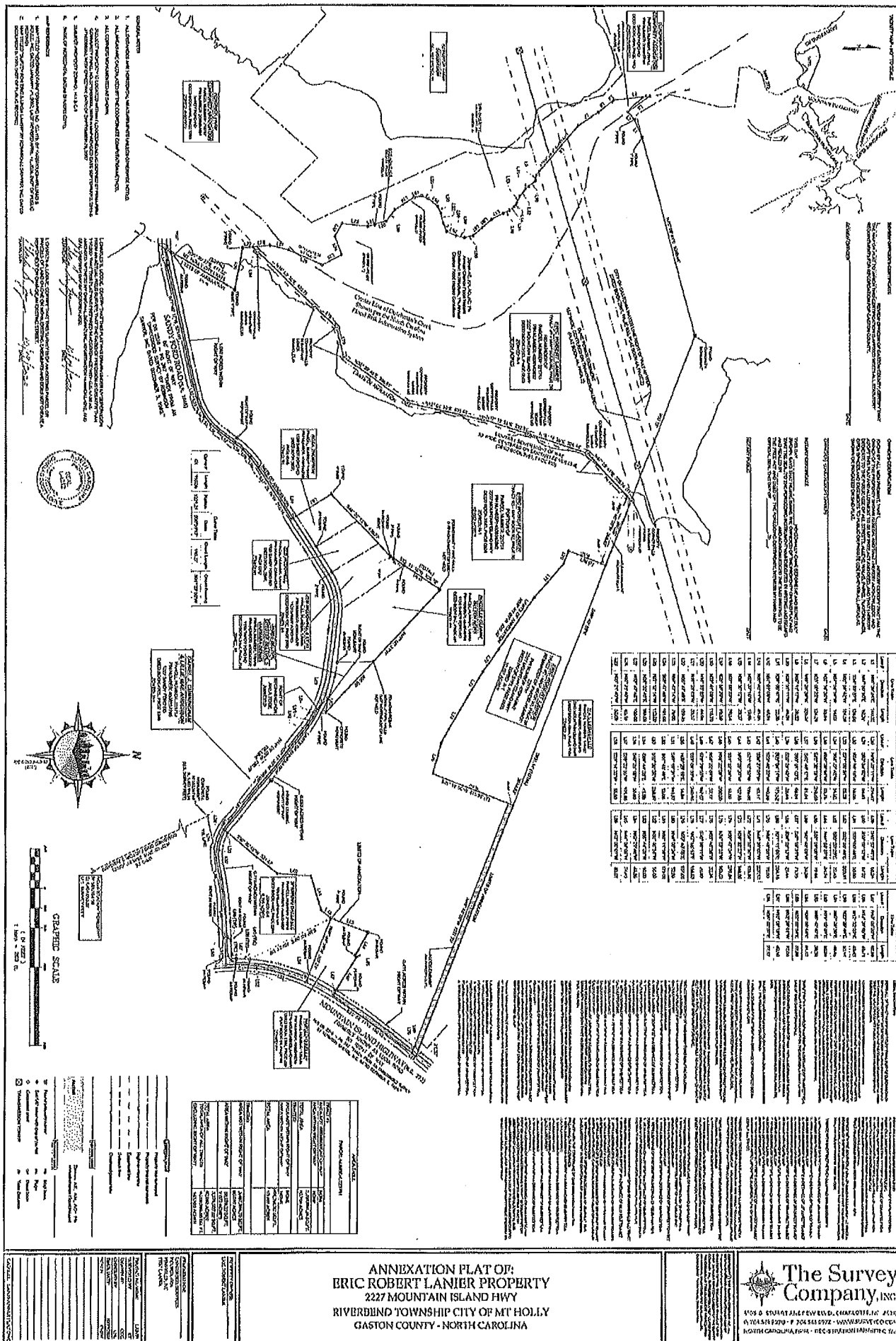
NAME	ADDRESS	VESTED RIGHTS DECLARED? (YES OR NO)	SIGNATURE
Robert Eric Lanier	P.O. Box 1028	<u>NO</u>	
	Pineville, NC 28134		

Vested zoning rights are being applied for congruent with annexation. Applicant does not declare any pre-existing rights.

* The City of Mount Holly may wish to require a meets and bounds description and/or map.

** This is one possible format for zoning vested rights declaration. This language may require modification to reflect the requirements of the municipal zoning vested rights ordinance, if any.

ADDITIONAL ATTACHMENTS MAY BE USED

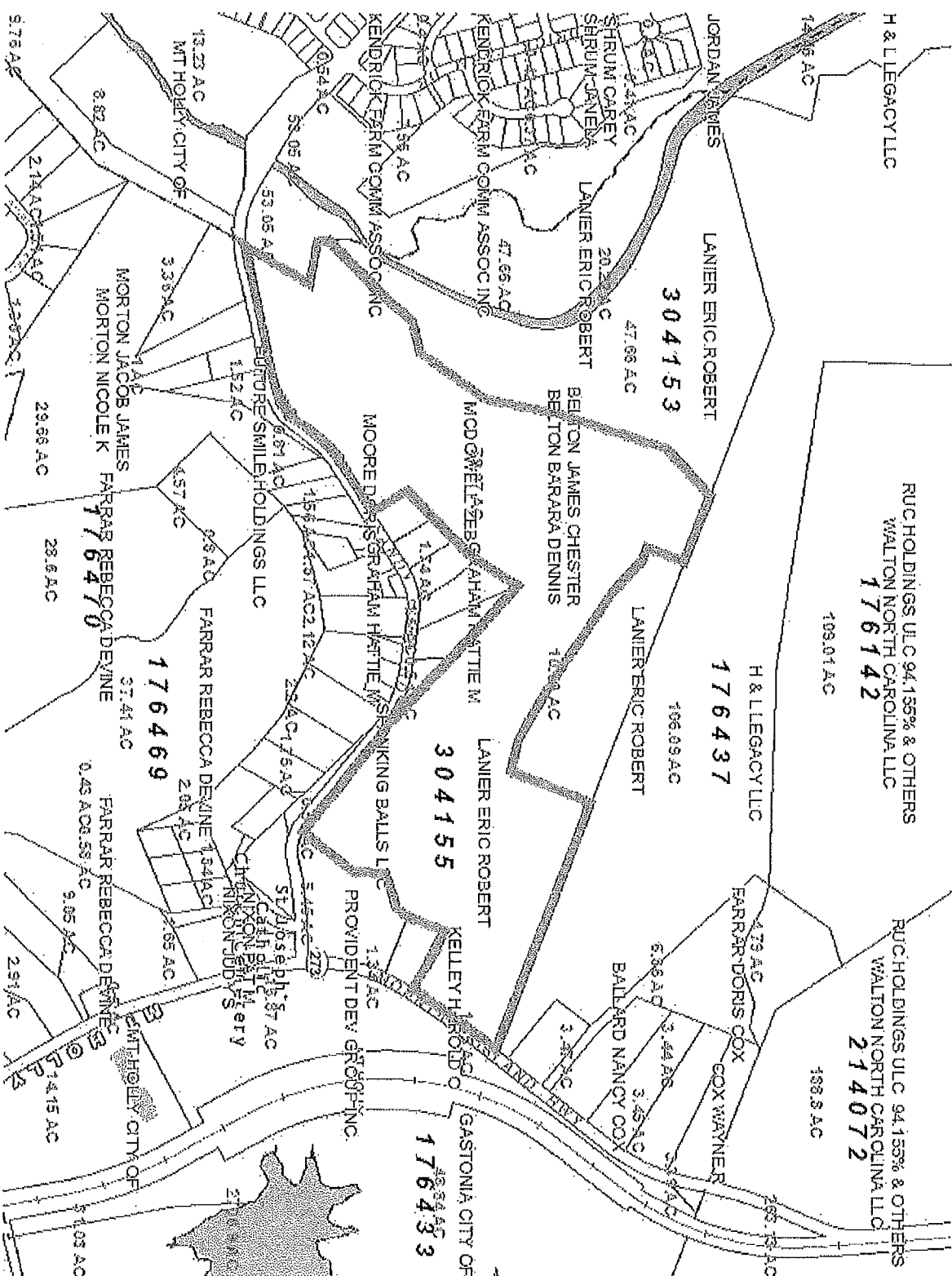


ANNEXATION PLAT OF:
ERIC ROBERT LANIER PROPERTY
2227 MOUNTAIN ISLAND HWY
RIVERBUND TOWNSHIP CITY OF MT HOLLY
GASTON COUNTY - NORTH CAROLINA

The Survey Company, INC.
1000 S. STATE ST. SUITE 100, MT. HOLLY, NC 27056
P: 704.961.9772 F: 704.961.9773 WWW.THE-SURVEY-CO.COM
NOTES: 1. THIS PLAT WAS PREPARED BY THE SURVEY COMPANY, INC. FOR THE PURPOSE OF RECORDING THE ANNEXATION OF THE ERIC ROBERT LANIER PROPERTY TO THE CITY OF MT. HOLLY, GASTON COUNTY, NORTH CAROLINA.



Printed On: 12/11/2020



Disclaimer: The information provided is not to be considered as a Legal Document or Description. The Map & Parcel Data is believed to be accurate, but Gaston County does not guarantee its accuracy. Values shown are as of January 1, 2019.

RESOLUTION DIRECTING THE CLERK TO INVESTIGATE
A PETITION RECEIVED UNDER G.S.160A-31

WHEREAS, a petition from Robert Eric Lanier requesting annexation of PID 304155 was received on May 16, 2018, by the City Council of the City of Mount Holly and revised by the petitioner on November 9, 2020; and

WHEREAS, G.S. 160A-31 provides that the sufficiency of the petition shall be investigated by the City Clerk before further annexation proceedings may take place; and

WHEREAS, the City Council of the City of Mount Holly deems it advisable to proceed in response to this request for annexation;

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

The City Clerk is hereby directed to investigate the sufficiency of the above described petition and to certify as soon as possible to the City Council the result of her investigation.

This _____ day of _____, _____.

Bryan M. Hough, Mayor

Attest:

Amy Miller, City Clerk

CERTIFICATE OF SUFFICIENCY

To the City Council of the City of Mount Holly, North Carolina:

I, Amy Miller, City Clerk, do hereby certify that I have investigated the attached petition to annex PID 304155 and hereby make the following findings:

- a. The petition contains an adequate property description of the area proposed for annexation.
- b. The area described in the petition is contiguous to the City primary corporate limits, as defined by G.S. 160A-31.
- c. The petition is signed by and includes addresses of all owners of real property lying in the area described therein.
- d. The petitioner has not declared vested zoning rights on its petition.

In witness whereof, I have hereunto set my hand and affixed the seal of the City of Mount Holly this _____ day of _____, _____.

City Clerk

RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION
OF ANNEXATION PURSUANT TO G.S. 160A-31

WHEREAS, a petition requesting annexation of the area described herein has been received; and

WHEREAS, the City Council of the City of Mount Holly has by resolution directed the City Clerk to investigate the sufficiency of the petition; and

WHEREAS, certification by the City Clerk as to the sufficiency of the petition has been made;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mount Holly, North Carolina that:

Section 1. A public hearing on the question of annexation of the area described herein will be held at the Mount Holly Municipal Complex at 7:00 PM on January 11, 2021.

Section 2. The area proposed for annexation is described as follows: Gaston County tax PID 304155, being Tract #3 as shown on that plat recorded in Plat Book 92 at Page 36, and being a portion of Deed Book 3183 at Page 503 and Deed Book 3682 at Page 529, Gaston County Public Registry; this property being approximately 82.092 acres and being bounded on the west by the property of Kendrick Farm Community Association, Inc., and Robert Eric Lanier a/k/a Eric Robert Lanier; on the east by property of Harold O. Kelley, Spanking Balls LLC, and Mountain Island Highway aka Highway 273; on the north by property of Robert Eric Lanier a/k/a Eric Robert Lanier and H & L Legacy, LLC; and on the south by property of Rosa Thompson, Zeb McDowell, Heirs of Glennie Belton Rozzell, James Belton, Chester Belton & Barbara Dennis Belton, and Sandy Ford Road (S.R. 1918).

Section 3. Notice of the public hearing shall be published in the Gaston Gazette, a newspaper having general circulation in the City of Mount Holly, at least ten (10) days prior to the date of the public hearing.

Mayor

ATTEST:

Clerk

REPORTS

Incident Disposition Totals by Offense

MOUNT HOLLY POLICE

(11/01/2020 - 11/30/2020)

Offense:	Closed By Closed/Oth. Death of Prosecut. Cust. Oth. Vic. Ref. Juv. No Not Further													Invest.:
	Arrest:	Means:	Offender:	Declined:	Jurisdic.:	Cooper.:	Custody:	Applic.:	Unfound.:	Reported:	Actual:			
100 - Kidnapping/Abduction	0	0	0	0	0	0	0	0	1	0	1	1	1	1
13A - Aggravated Assault	1	0	0	0	0	0	0	0	5	1	5	4	3	
13B - Simple Assault	6	0	0	2	0	0	0	0	6	0	8	8	0	
13C - Intimidation	1	0	0	0	0	0	0	0	3	0	3	3	2	
220 - Burglary/Breaking & Entering	0	0	0	0	0	0	0	0	1	0	1	1	1	
23C - Shoplifting	0	0	0	0	0	0	0	0	1	0	1	1	1	
23D - Theft From Building	0	0	0	0	0	0	0	0	1	0	1	1	1	
23F - Theft From Motor Vehicle	0	1	0	0	0	0	0	0	3	0	3	3	2	
23G - Theft of Motor Vehicle Parts or Accessories	0	0	0	0	0	0	0	0	1	0	1	1	0	
23H - All Other Larceny	1	3	0	0	0	0	0	0	14	0	14	14	10	
240 - Motor Vehicle Theft	0	0	0	0	0	0	0	0	5	0	5	5	5	
26A - False Pretenses/Swindle/Confidence Game	0	0	0	1	0	0	0	0	0	0	1	1	0	
26B - Credit Card/Automatic Teller Machine Fraud	0	0	0	0	0	0	0	0	2	0	2	2	2	
26E - Wire Fraud	0	0	0	0	0	0	0	0	1	0	1	1	1	
290 - Destruction/Damage/Vandalism of Property	0	1	0	0	0	0	0	0	4	0	4	4	3	
35A - Drug/Narcotic Violations	9	0	0	1	0	0	0	0	9	0	10	10	0	
35B - Drug Equipment Violations	6	1	0	0	0	0	0	0	7	0	7	7	0	
520 - Weapon Law Violations	0	1	0	0	0	0	0	0	1	0	1	1	0	
90C - Disorderly Conduct	2	0	0	0	0	0	0	0	2	0	2	2	0	
90D - Driving Under the Influence	5	0	0	0	0	0	0	0	5	0	5	5	0	
90E - Drunkenness	1	0	0	0	0	0	0	0	1	0	1	1	0	
90F - Family Offenses, Nonviolent	0	0	0	0	0	0	0	0	1	0	1	1	1	

Date: 12/09/2020 — Time: 15:55

Incident Disposition Totals by Offense

MOUNT HOLLY POLICE

(11/01/2020 - 11/30/2020)

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.:
90G - Liquor Law Violations	1	0	0	0	0	0	0	1	0	1	1	0
90J - Trespass of Real Property	0	0	0	0	0	0	0	1	0	1	1	1
90Z - All Other Offenses	9	3	0	0	0	0	0	13	0	14	14	2
90Z.01 - Traffic Violations	21	5	0	0	0	0	0	26	0	27	27	1
90Z.02 - Open Container	1	0	0	0	0	0	0	1	0	1	1	0
90Z.03 - Court Violations	6	0	0	0	0	0	0	6	0	6	6	0
90Z.05 - Found Property	1	2	0	0	0	0	0	2	0	3	3	0
90Z.07 - Suicide	0	0	0	0	0	0	0	1	1	1	0	0
90Z.08 - Escape from Custody or Resist Arrest (Non Assaultive)	3	0	0	0	0	0	0	3	0	3	3	0
90Z.09 - City Ordinance Violations	1	1	0	0	0	0	0	3	0	3	3	1
90Z.11 - Call For Service	0	1	0	0	0	0	0	4	3	7	4	3
90Z.12 - Runaway	0	0	0	0	0	0	0	1	0	1	1	0
90Z.13 - B&E to Motor Vehicle	0	0	0	0	0	0	0	3	0	3	3	3
90Z.15 - Damage to Property <\$500.00	0	1	0	0	0	0	0	4	0	4	4	3
Totals:	75	20	0	4	0	0	0	142	5	153	148	47

Arrest Race/Sex Totals by Offense

MOUNT HOLLY POLICE

(11/01/2020 - 11/30/2020)

Primary Offense:	White Male:	Black Male:	Indian Male:	Asian Male:	White Female:	Black Female:	Indian Female:	Asian Female:	Juven.:	Adult:	Resd.:	NonRes.:	Arrests:
13A - Aggravated Assault	0	0	0	0	0	2	0	0	0	2	0	2	2
13B - Simple Assault	2	0	0	0	1	0	0	0	0	3	2	1	3
13C - Intimidation	0	1	0	0	0	0	0	0	0	1	0	1	1
35A - Drug/Narcotic Violations	0	0	0	0	0	2	0	0	0	2	0	2	2
90C - Disorderly Conduct	1	0	0	0	0	0	0	0	0	1	0	1	1
90D - Driving Under the Influence	3	1	0	0	0	0	0	0	0	4	2	2	4
90Z - All Other Offenses	5	0	0	0	2	0	0	0	0	7	6	1	7
90Z.01 - Traffic Violations	0	0	0	0	1	0	0	0	0	1	0	1	1
90Z.03 - Court Violations	2	2	0	0	1	0	0	0	0	5	3	2	5
Totals:	13	4	0	0	5	4	0	0	0	26	13	13	26

Citation Totals by Charge

MOUNT HOLLY POLICE

(11/01/2020 - 11/30/2020)

Charge:	Number of Charges:
Speeding (Misdemeanor)	2
Speeding (Infraction)	17
DWI	1
No Operator License	6
Driving While License Revoked	11
Expired Registration	2
Inspection	1
Failure To Stop (Stop Sign/Flashing Red Light)	1
No Insurance	1
Possess/Consume Alcohol - Passenger	2
Other (Misdemeanor)	6
Other (Infraction)	17
Other (2nd Charge - Misdemeanor)	7
Other (2nd Charge - Infraction)	20
Total:	94

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

CFS By Department - All Departments By Date
11/1/2020 - 11/30/2020

MOUNT HOLLY POLICE	Count	Percent
ABC ENFORCEMENT	1	0.06%
ALARM B	22	1.40%
ALARM R	17	1.08%
ANIMAL COMPLAINT	3	0.19%
ASSAULT AL OCC	8	0.51%
ASSAULT IN PROG	1	0.06%
ASSAULT W/ WEAPON	2	0.13%
ASSIST CITY DEPARTMENT	1	0.06%
ASSIST FD/EMS	14	0.89%
ASSIST LE AGENCY	22	1.40%
ASSIST OTHER	26	1.65%
ATTEMPTED B & E	4	0.25%
B & E RES AL OCC	2	0.13%
B & E RES IN PROG	2	0.13%
B & E TO VEHICLE ALR OCC	8	0.51%
B & E VEHICLE IN PROGRESS	1	0.06%
CHECK ROADWAY	15	0.95%
CHECK THE WELFARE	21	1.33%
CHILD ABUSE AL OCC	2	0.13%
CHILD CUSTODY	2	0.13%
CIVIL DISPUTE	4	0.25%
COMMUNICATING THREATS	7	0.44%
COURT	6	0.38%
DAMAGE TO PROPERTY	8	0.51%
DEATH INV UNATTENDED	3	0.19%
DISCHARGE FIREARM	12	0.76%
DISTURBANCE NATURE UNK	3	0.19%
DOMESTIC ARGUMENT	21	1.33%
DOMESTIC ASSAULT	7	0.44%
DRUGS	2	0.13%
FIGHT MULTIPLE SUBJ	2	0.13%
FOLLOW UP INVESTIGATION	33	2.09%
FOOT PATROL	1	0.06%
FOUND PROPERTY	3	0.19%
FRAUD	8	0.51%
FUNERAL ESCORT	1	0.06%
HANGUP 911	9	0.57%
HIT & RUN PD	9	0.57%
HIT & RUN PI	1	0.06%
IDENTITY THEFT	1	0.06%
INFORMATION ONLY	23	1.46%
INTOXICATED DRIVER	5	0.32%

MOUNT HOLLY POLICE

	Count	Percent
INTOXICATED PEDESTRIAN	1	0.06%
JUVENILE	9	0.57%
K9 DEPLOYMENT	4	0.25%
KIDNAPPING IN PROG	1	0.06%
LARCENY AL OCC	18	1.14%
LARCENY FROM VEHICLE	4	0.25%
LARCENY IN PROG	1	0.06%
LOST PROPERTY	1	0.06%
MISSING PERSON ADULT	1	0.06%
MV COLLISION PD	32	2.03%
MV COLLISION PI	5	0.32%
NOISE VIOLATION	15	0.95%
OBTAINING WARRANT	3	0.19%
OVERDOSE	3	0.19%
PARKING VIOL	1	0.06%
PERSONAL ESCORT	16	1.02%
PROWLER	1	0.06%
PUBLIC NUISANCE BIKES/SKATEBOARDS/ATV/DIRT BIKES	2	0.13%
PUBLIC SERVICE CALL	32	2.03%
RADAR/TRAFFIC ENFORCEMENT	7	0.44%
RECOVER STOLEN PROPERTY	1	0.06%
ROAD RAGE	2	0.13%
SCHOOL RES OFFICER	3	0.19%
SCHOOL TRAFFIC	21	1.33%
SERVE WARRANT	18	1.14%
SOLICITATION	1	0.06%
SPECIAL ASSIGNMENT	21	1.33%
SPECIAL CHECK	627	39.78%
STALKING	1	0.06%
STOLEN VEHICLE AL OCC	5	0.32%
STRANDED MOTORIST	15	0.95%
SUICIDAL SUBJECT	5	0.32%
SUSPICIOUS PERSON	38	2.41%
SUSPICIOUS VEH OCCUP	42	2.66%
SUSPICIOUS VEH UNOCCUP	64	4.06%
TRAFFIC OTHER	7	0.44%
TRAFFIC STOP	178	11.29%
TRESPASS	18	1.14%
UNAUTHORIZED USE OF CONVEYANCE	1	0.06%
VANDALISM AL OCC	1	0.06%
VERBAL ARGUMENT	7	0.44%
Total Records For MOUNT HOLLY POLICE	1576	Dept Calls/Total Calls 99.12%

No Units	Count	Percent
ALARM B	1	7.14%
ALARM R	2	14.29%
ASSIST LE AGENCY	1	7.14%
INFORMATION ONLY	2	14.29%

No Units	Count	Percent
JUVENILE	1	7.14%
NOT AN ACTUAL CALL	3	21.43%
SUSPICIOUS VEH OCCUP	1	7.14%
TRAFFIC OTHER	1	7.14%
TRAFFIC STOP	2	14.29%
Total Records For No Units	14	Dept Calls/Total Calls 0.88%
Total Records	1590	