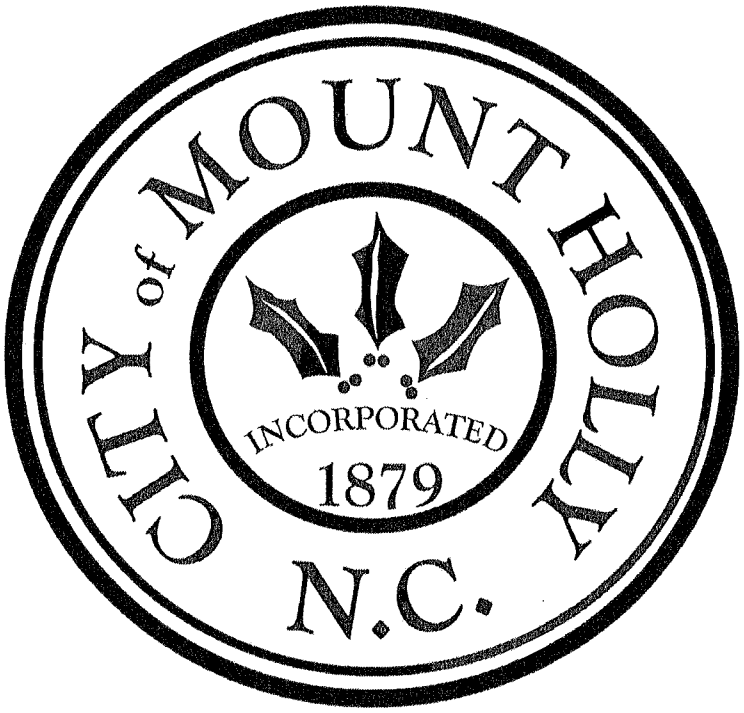


September 9, 2019
Council Meeting

Mayor Bryan Hough
Mayor Pro-Tem Perry Toomey
Councilwoman Carolyn Breyare
Councilman Charles McCorkle
Councilman Jeff Meadows
Councilman David Moore
Councilwoman Lauren Shoemaker
Kemp Michael, City Attorney
Danny Jackson, City Manager

CITY OF MOUNT HOLLY
MOUNT HOLLY CITY COUNCIL

September 9, 2019
7:00 P.M.

CALL TO ORDER BY THE MAYOR

INVOCATION

PLEDGE OF ALLEGIANCE
Boy Scout Troop 59

SET THE AGENDA

CONSENT AGENDA

1. Call for public hearing, regarding a request by Eastwood Homes, for a rezoning of Tax Parcel ID #'s 202122, 181227, 202690, 181214, 225889, 199264 and 180092 from R-1 and RS-12 Gaston County to Conditional District Residential. (Hunter's Ridge)
2. Approval of Resolution's to investigate the Annexation Petition, Certificate of Sufficiency and Call for a Public Hearing for Hunter's Ridge
3. Approval of a Resolution for the adoption of Zoning Petition filed by REO Funding Solutions, III, LLC by Charles Jonas Hwy Properties, LLC
4. Approval of a Resolution to Authorize the Upset Bid Process for 0.71 acres located off of South Main Street—LKI Holdings
5. Approval of Release of Dutchman's Ridge Bond
6. Approval of Application Process for the Governor's Crime Commission Grant (Police)
7. Approval of the minutes of the May 20, 2019 Council Work Session Meeting
8. Approval of the minutes of the June 3, 2019 Special Meeting
9. Approval of the minutes of the June 10, 2019 Council Meeting
10. Approval of the minutes of the June 24, 2019 Council Work Session Meeting
11. Approval of the minutes of the June 27, 2019 Special Meeting

PRESENTATIONS

1. Recognition of Travis Rhyne for receiving the CGCIO Certificate — *Miles Braswell*
2. Swearing In Ceremony for Officers Haley Helton and Steven Scarborough — *Mayor Bryan Hough*
3. Recognition of Police DC Memorial Unity Bike Ride — *Chief Roper*
4. Presentation of Employee Recognition Awards — *Danny Jackson/Chief Roper*

PUBLIC HEARING

PUBLIC COMMENT – Three (3) Minute Limit

OLD BUSINESS

1. Consideration and Approval of Amendments to the Golf Cart Ordinance — *Chief Roper*

NEW BUSINESS

1. Consideration and Approval of Crosswalk/Pavement Art Program — *Miles Braswell*
2. Consideration and Approval of River Park Phase 5 Final Plat — *Jonathan Wilson*

OTHER BUSINESS

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: City Council	**Date:** September 5, 2019
From: Jonathan Wilson	**Meeting Date:** September 9, 2019

Agenda Item to be considered: Call for a public hearing, regarding a request by Eastwood Homes, for a rezoning of Tax Parcel ID #'s 202122, 181227, 202690, 181214, 225889, 199264, and 180092 from R-1 and RS-12 Gaston County to Conditional District Residential.

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

Background/Purpose of Request: An application was received by staff requesting a rezoning.

Four of the parcels are currently zoned RS-12 Gaston County and two of the parcels are zoned R-1 Gaston. The properties together are approximately 130.2 acres in size. The applicant wishes to rezone the property to a Conditional District to include Single Family Residential detached homes and multi-family townhomes. The applicant is also seeking an annexation into the City of Mount Holly.

Fiscal Impact:

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

Manager/Staff Recommendation:
The Planning Commission made a recommendation to City Council to call for a public hearing to be held at the October Planning Commission and City Council meeting which is supported by Staff.

Result of City Council Decision:

—

Attachments:

Resolution No. _____
Hunter's Ridge

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

WHEREAS, a petition received from Thomas W. Springs, III, Howard R. Walls Revocable Trust and Westview LTD 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 as 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 October 14, 2019

Section 2. The area proposed for annexation is described as follows: Gaston County tax PID 181214, Deed Book 1300, Page 606, Gaston County Public Registry, this property being approximately 28.14 acres; Gaston County tax PID 180092, Deed Book 4622, page 68, this property being approximately 3.24 acres; Gaston County tax PID 181227, Deed Book 4381, page 1002, Gaston County Public Registry, this property being approximately .33 acres; Gaston County tax PID 225889, Deed Book 3608, page 11, this property being approximately 49.68 acres; Gaston County tax PID 202690, Deed Book 3645, page 647, this property being approximately 3.9 acres; Gaston County tax PID 199264, Deed Book 3342, page 541, this property being approximately 24.89 acres; Gaston County tax PID 202122, Deed Book 3618, page 48, this property being approximately 19.35 acres. The above referenced properties are described as Exhibit A, attached hereto and made a part hereof.

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.

_____
Bryan Hough, Mayor

ATTEST:

_____
Amy Miller, City Clerk

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

WHEREAS, a petition from Thomas W. Springs, III, Howard R. Walls Revocable Trust and Westview LTD requesting annexation of PID 180092, 181214, 181227, 202122, 202690, 225889, and 199264 was received on April 11, 2019, by the City Council of the City of Mount Holly; and

WHEREAS, G.S. 160A-31 provides that the sufficiency of the petition shall be investigated by the City of Mount Holly 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 of Mount Holly 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 the _____ day of September, 2019.

_____

Bryan 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 180092, 181214, 181227, 202122, 202690, 225889, and 199264 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 September, 2019.

_____
City Clerk

Bryan Hough, Mayor
Perry Toomey, Mayor Pro Tem
Carolyn Breyare, Councilwoman
Charles McCorkle, Councilman
Jeff Meadows, Councilman
David Moore, Councilman
Lauren Shoemaker, Councilwoman
Danny Jackson, City Manager

MOUNT HOLLY
Connecting Community & Nature

CITY of MOUNT HOLLY

400 East Central Ave. Post Office Box 406, Mount Holly, NC 28120 704-827-3931 704-822-2933 fax www.mtholly.us

PETITION REQUESTING ANNEXATION FOR A
CONTIGUOUS PROPERTY

Date: _4/11/19_
To the City Council of the City of Mount Holly:

1. The undersigned owner(s) of real property hereby petition for annexation to the City of Mount Holly of that area described on the Gaston County Tax Map as Parcel (s) __180092, 181214_____, and as shown on the attached survey, if any. (The survey is not required at the time that the petition is filed, but must be supplied prior to Annexation Public Hearing. The survey must show the current city limits of the City of Mount Holly.)

2. The area to be annexed is contiguous to the City of Mount Holly.

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

Property Owner Name	Property Owner Address	Vested Rights Declared? (yes or no)	Signature
Howard R. Walls Revocable Trust	126 Forest Dr. Belmont, NC 28012	No	Howard F Walls
(Howard Walls Trustee and			Howard F Walls
Westview LTD.			

Signature of Property Owner
Howard F Walls

Print Name: Howard F. Walls

Phone Number: 704-460-4101

Email: mbolin30@att.net

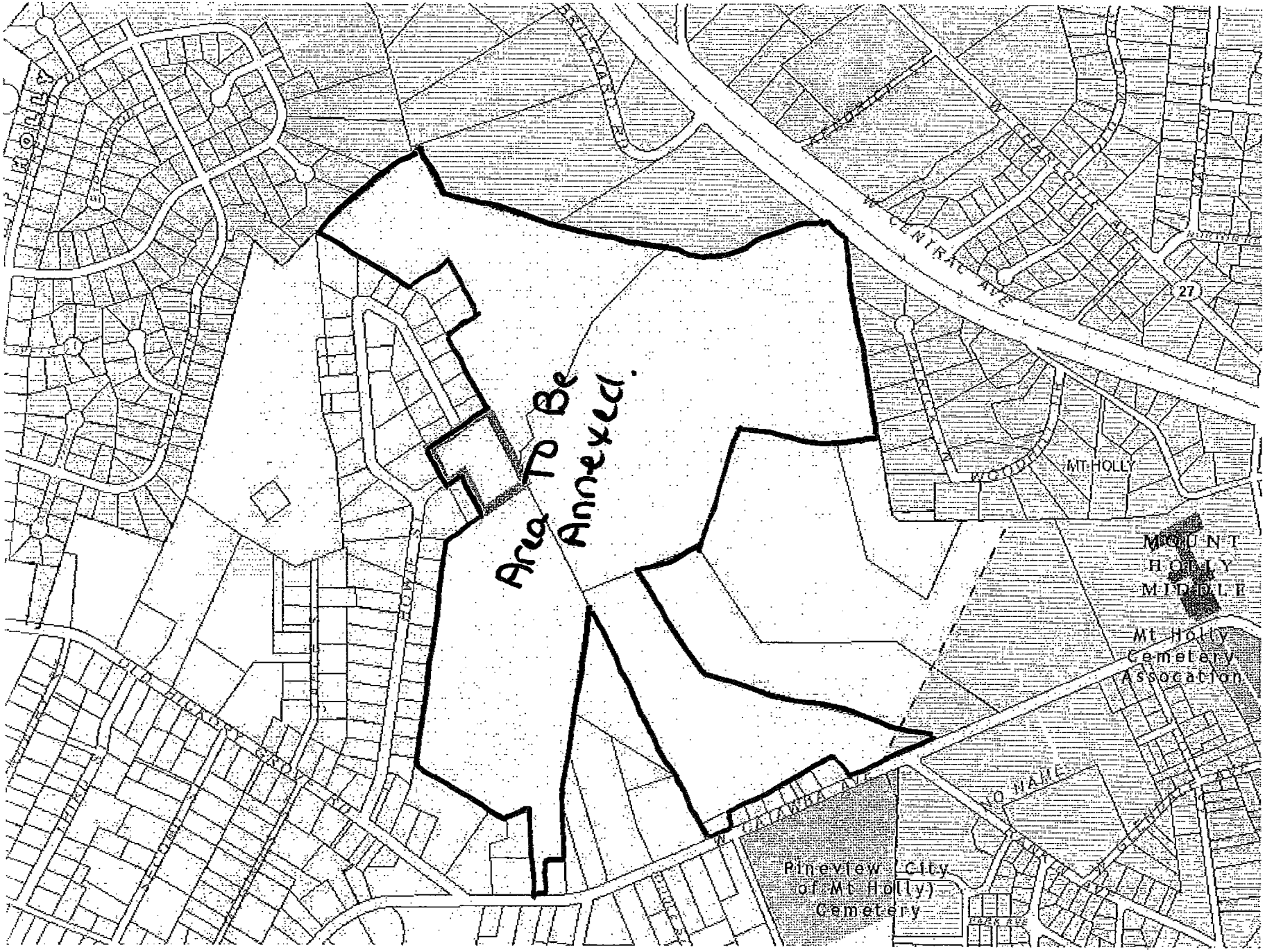
Signature of Property Owner

Printed Name: _____

Phone Number: _____

Email: _____

Note: If there are more than two (2) property owners, please attach additional signature pages. If property owner is an entity, please ensure the appropriate individual signs this petition on behalf of the entity and includes his or her title. Contact information for each property owner must be provided.


Area To Be Annexed
W CENTRAL AVE
27
MT HOLLY
MOUNT HOLLY MIDDLE
Mt Holly Cemetery Association
Pineview City of Mt Holly Cemetery

Bryan Hough, Mayor
Perry Toomey, Mayor Pro Tem
Carolyn Breyare, Councilwoman
Charles McCorkle, Councilman
Jeff Meadows, Councilman
David Moore, Councilman
Lauren Shoemaker, Councilwoman
Danny Jackson, City Manager

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CITY of MOUNT HOLLY

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PETITION REQUESTING ANNEXATION FOR A
CONTIGUOUS PROPERTY

Date: _4/11/19_
To the City Council of the City of Mount Holly:

1. The undersigned owner(s) of real property hereby petition for annexation to the City of Mount Holly of that area described on the Gaston County Tax Map as Parcel (s) __180092, 181214, 181227, 202122, 202690, 225889, 199264_____, and as shown on the attached survey, if any. (The survey is not required at the time that the petition is filed, but must be supplied prior to Annexation Public Hearing. The survey must show the current city limits of the City of Mount Holly.)

2. The area to be annexed is contiguous to the City of Mount Holly.

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

Property Owner Name	Property Owner Address	Vested Rights Declared? (yes or no)	Signature
Thomas W. Springs III	400 W. Catawba Mt. Holly 28120	No	Thomas W. Springs III
Howard Walls Trust	126 Forest Dr. Belmont 28012	No	Howard F Walls
Westview LTD	126 Forest Dr. Belmont 28012	No	Howard F Walls

Signature of Property Owner
Howard F Walls

Print Name: Howard F. Walls

Phone Number: 704-460-4101

Email: mbolin30@att.net

Signature of Property Owner
Thomas W. Springs III

Printed Name: Thomas W. Springs III

Phone Number: 704-827-7791

Email: cathyspringsgmail.com

Note: If there are more than two (2) property owners, please attach additional signature pages. If property owner is an entity, please ensure the appropriate individual signs this petition on behalf of the entity and includes his or her title. Contact information for each property owner must be provided.

Bryan Hough, Mayor
Perry Toomey, Mayor Pro Tem
Carolyn Breyare, Councilwoman
Charles McCorkle, Councilman
Jeff Meadows, Councilman
David Moore, Councilman
Lauren Shoemaker, Councilwoman
Danny Jackson, City Manager

MOUNT HOLLY
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CITY of MOUNT HOLLY

400 East Central Ave. Post Office Box 406, Mount Holly, NC 28120 704-827-3931 704-822-2933 fax www.mtholly.us

PETITION REQUESTING ANNEXATION FOR A
CONTIGUOUS PROPERTY

Date: _4/11/19_
To the City Council of the City of Mount Holly:

1. The undersigned owner(s) of real property hereby petition for annexation to the City of Mount Holly of that area described on the Gaston County Tax Map as Parcel (s) __181227, 202122, 202690, 225889, 199264_____, and as shown on the attached survey, if any. (The survey is not required at the time that the petition is filed, but must be supplied prior to Annexation Public Hearing. The survey must show the current city limits of the City of Mount Holly.)

2. The area to be annexed is contiguous to the City of Mount Holly.

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

Property Owner Name	Property Owner Address	Vested Rights Declared? (yes or no)	Signature
Thomas Worth Springs III	400 W. Catawba Ave. Mt. Holly NC 28120	No	Thomas W. Springs III

Signature of Property Owner

_____

Print Name: _____

Phone Number: _____

Email: _____

Signature of Property Owner

Thomas W. Springs III

Printed Name: Thomas W. Springs III

Phone Number: 704-827-7191

Email: cathysprings@gmail.com

Note: If there are more than two (2) property owners, please attach additional signature pages. If property owner is an entity, please ensure the appropriate individual signs this petition on behalf of the entity and includes his or her title. Contact information for each property owner must be provided.

Resolution No. _____

ADOPTION OF ZONING PETITION FILED BY REO FUNDING SOLUTIONS, III, LLC
BY CHARLES JONAS HWY PROPERTIES, LLC

WHEREAS, REO Funding Solutions, III, LLC, hereinafter referred to as "REO" filed a Annexation Petition, dated February 15, 2019, requesting Annexation of a Non-Contiguous property identified on the Gaston County Tax Map as Parcel # 220906, hereinafter referred to as "the Property"; and,

WHEREAS, REO conveyed the Property to Charles Jonas Hwy Properties, LLC, hereinafter referred to as "Jonas"; and

WHEREAS, the REO Annexation Petition became null and void upon the conveyance of the Property before the enactment of a Resolution adopting the Annexation; and,

WHEREAS, Jonas shall be required to file a new Annexation Petition for Annexation of the property, if the property is to be annexed into the City of Mount Holly; and,

WHEREAS, REO filed a Zoning Petition dated _____, 2019, which Zoning Petition has been the subject of a public hearing before the Mount Holly Planning and Zoning Board held on April 29, 2019, resulting in a recommendation to the Mount Holly City Council that the Zoning Petition be approved with certain conditions; and,

WHEREAS, the City Council of Mount Holly held a public hearing on April 29, 2019, on the question of approving the Zoning Petition subject to the Annexation of the Property; and,

WHEREAS, Jonas has requested that the Zoning Petition be adopted effective upon the annexation of the Property without the necessity of filing a new Zoning Petition; and,

WHEREAS, Jonas does hereby adopt the Zoning Petition with the conditions previously agreed upon by REO to the same extent as if Jonas was the original zoning petitioner, and waives any further hearings or notice to Jonas regarding the same.

NOW THEREFORE, by and with the consent of Jonas as witnessed by the signature of Jonas below, City Council of Mount Holly hereby affirms the action previously taken by it at its meeting held on April 29, 2019, regarding the Zoning Petition, with the understanding that the approval of the Zoning Petition is contingent upon the Annexation of the Property, and said zoning shall only become effective upon the effective date of said Annexation.

This the 22 day of August, 2019.

Charles Jonas Hwy Properties, LLC

By: J. Bart Hopper
Title: Manager

City of Mount Holly

_____
By: Bryan Hough, Mayor

ATTEST:

_____
Amy Miller, Clerk

00075542

MEMORANDUM

TO: Mayor and City Council, City of Mount Holly

FROM: Marie M. Anders, Assistant City Attorney

RE: Offer to Purchase approximately 0.71 acres on the corner of South Main Street and Fire Department Drive by LKI Holdings, LLC

DATE: September 6, 2019

On August 28, 2019, City Manager Danny Jackson received an offer to purchase the above-described property from LKI Holdings, LLC, for $80,000. LKI Holdings, LLC, deposited 5% of this bid with the City Clerk by a certified check on September 3, 2019. This is a cash offer with a 60 day due diligence period, closing to occur on or before 15 days from the end of the due diligence period. The offer, which is attached, has been reviewed by City Attorney Kemp Michael and by me and found to be in an acceptable form.

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 cash offers 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.

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 LKI Holdings, LLC.

RESOLUTION AUTHORIZING UPSET BID PROCESS
for 0.71 acres located on South Main Street—LKI Holdings, LLC

WHEREAS, the City of Mount Holly owns certain property, approximately 0.71 acres on the corner of South Main Street and Fire Department Drive known as Gaston County tax parcel # 184384, being Tract One of Deed Book 3139, Page 884, and being the full contents of Lots 67, 68, 69, 70, 71, 72, 73, 74, and 75 of the O.J. Summey Development, Plat Book 4 at Page 54, Gaston County Public Registry; 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 $80,000, submitted by LKI Holdings, LLC; and

WHEREAS, LKI Holdings, LLC, has paid the required five percent (5%) deposit on its offer by certified check.

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 qualifying bid will become the new offer. If there is more than one qualifying 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
—the buyer must pay with cash at the time of closing and the offer may not have a loan contingency.

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 LKI Holdings, LLC.

This the 9th day of September, 2019.

City of Mount Holly

By: _____
Bryan M. Hough, Mayor

Attest:

_____
Amy Miller, City Clerk

REALTORS' CommercialAlliance
REALTOR® North Carolina Association of REALTORS®

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT, including any and all addenda attached hereto ("Agreement"), is by and between **LKI Holdings, LLC**,
a(n) **A NC LLC** ("Buyer"), and
(individual *or* State of formation and type of entity)
The City of Mount Holly,
a(n) **City Government** ("Seller").
(individual *or* State of formation and type of entity)

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

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

(a) **"Property":** (Address) **South Main Street Mount Holly, NC 28120**

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

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

(For information purposes: (i) the tax parcel number of the Property is: **184384**; and, (ii) some or all of the Property, consisting of approximately **.71** acres, is described in Deed Book **3139**, Page No. **0884**, **Gaston** County.)

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

$ **80,000.00** (b) **"Purchase Price"** shall mean the sum of **Eighty Thousand** Dollars,
payable on the following terms:

$ **4,050.00** (i) **"Earnest Money"** shall mean **Four Thousand Fifty** Dollars or terms as follows: _____

Upon this Agreement becoming a contract in accordance with Section 14, the Earnest Money shall be promptly deposited in escrow with **The City of Mount Holly** (name of person/entity with whom deposited- "Escrow Agent"), 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.

This form jointly approved by:
North Carolina Bar Association
North Carolina Association of REALTORS®, Inc.
REALTOR®

STANDARD FORM 580-T
Revised 7/2017
© 7/2019

Buyer Initials MS Seller Initials _____

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

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

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

$ _____ (ii) **Proceeds of a new loan** in the amount of _____ Dollars for a term of _____ years, with an amortization period not to exceed _____ years, at an interest rate not to exceed _____ % per annum with mortgage loan discount points not to exceed _____ % of the loan amount, or such other terms as may be set forth on **Exhibit B.** Buyer shall pay all costs associated with any such loan.

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

$ _____ (iv) **Assumption** of that unpaid obligation of Seller secured by a deed of trust on the Property, such obligation having an outstanding principal balance of $ _____ and evidenced by a note bearing interest at the rate of _____ percent (_____ %) per annum, and a current payment amount of $ _____.

$ 75,950.00 (v) **Cash, balance of Purchase Price,** at Closing in the amount of **Seventy-Five Thousand, Nine Hundred Fifty** Dollars.

(c) **"Closing"** shall mean the date of completion of the process detailed in Section 11 of this Agreement. Closing shall occur on or before _____ or **15 Days from termination of 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 first day after the Contract Date and extending through 5:00pm (based upon time at the locale of the Property) on **60 Days from execution of Sales Agreement**.

TIME IS OF THE ESSENCE AS TO THE EXAMINATION PERIOD.

(f) "Broker(s)" shall mean:
Coldwell Banker Commercial MECA ("Listing Agency"),
Sam Kline ("Listing Agent" - License # 286840)
Acting as: [X] Seller's Agent; [ ] Dual Agent
and LKI Realty ("Selling Agency"),
Troy Knight ("Selling Agent" - License # 266138)
Acting as: [X] Buyer's Agent; [ ] Seller's (Sub) Agent; [ ] Dual Agent

(g) "Seller's Notice Address" shall be as follows:
PO Box 406
Mount Holly, NC 28120-0406
e-mail address: _____ fax number: _____
except as same may be changed pursuant to Section 12.

(h) "Buyer's Notice Address" shall be as follows:
1108 Catawba Street
Belmont, NC 28012
e-mail address: Troy@lkirealty.com fax number: _____
except as same may be changed pursuant to Section 12.

[ ] (i) **If this block is marked, additional terms of this Agreement are set forth on Exhibit B attached hereto and incorporated herein by reference. (Note: Under North Carolina law, real estate agents are not permitted to draft conditions or contingencies to this Agreement.)**

[ ] (j) If this block is marked, additional terms of this Agreement are set forth on the Additional Provisions Addendum (Form 581-T) attached hereto and incorporated herein by reference.

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

Section 3. Proration of Expenses and Payment of Costs: Seller and Buyer agree that all property taxes (on a calendar year basis), leases, rents, mortgage payments and utilities or any other assumed liabilities as detailed on attached **Exhibit B,** if any, shall be prorated as of the date of Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Agreement, excise tax (revenue stamps), any deferred or rollback taxes, and other conveyance fees or taxes required by law, and the following:

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

Each party shall pay its own attorney's fees.

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

Buyer Initials DS _____ Seller Initials _____

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

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

(a) **New Loan:** The Buyer must be able to obtain the loan, if any, referenced in Section 1(b)(ii). Notwithstanding, after _____, Seller may request in writing from Buyer a copy of the commitment letter. If Buyer fails to provide Seller a copy of the commitment letter within five (5) days of receipt of Seller's request, then Seller may terminate this Agreement by written notice to Buyer at anytime thereafter, provided Seller has not then received a copy of the commitment letter, and Buyer shall receive a return of Earnest Money.

(b) **Qualification for Assumption:** The obligations of Buyer under this Agreement are conditioned upon Buyer being able to assume the existing loan described above. If such assumption requires the lender's approval, Buyer agrees to use its best efforts to secure such approval and to advise Seller immediately upon receipt of the lender's decision. Approval must be granted on or before _____. On or before this date, Buyer has the right to terminate this Agreement for failure to be able to assume the loan described above by delivering to Seller written notice of termination by the above date, *time being of the essence.* If Buyer delivers such notice, this Agreement shall be null and void and Earnest Money shall be refunded to Buyer. If Buyer fails to deliver such notice, then Buyer will be deemed to have waived this condition. Unless provided otherwise in Section 3 hereof, Buyer shall pay all fees and costs associated with any such assumption, including any assumption fee charged by the lender. At or before Closing, Seller shall assign to Buyer all interest of Seller in any current reserves or escrows held by the lender, any property management company and/or Seller, including but not limited to any tenant improvement reserves, leasing commission reserves, security deposits and operating or capital reserves for which Seller shall be credited said amounts at Closing.

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

(d) **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.

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

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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 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 6(e) 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(c) above, Buyer shall have from the Contract Date through the end of the Examination Period to perform the above inspections, examinations and testing. **IF BUYER CHOOSES NOT TO PURCHASE THE PROPERTY, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO SELLER THEREOF PRIOR TO THE EXPIRATION OF THE EXAMINATION PERIOD, THEN THIS AGREEMENT SHALL TERMINATE, AND BUYER SHALL RECEIVE A RETURN OF THE EARNEST MONEY.**

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

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

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

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

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

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

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

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

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

Buyer Initials DS _____ Seller Initials _____

STANDARD FORM 580-T
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Section 9. Risk of Loss/Damage/Repair: Until Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. Except as to maintaining the Property in its same condition, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.

Section 10. Earnest Money Disbursement: In the event that any condition hereto is not satisfied, then the Earnest Money shall be refunded to Buyer. In the event of breach of this Agreement by Seller, the Earnest Money shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Agreement by Buyer, the Earnest Money Deposit shall be paid to Seller as liquidated damages and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Section 6(e) or Section 22 of this Agreement. It is acknowledged by the parties that payment of the Earnest Money to Seller in the event of a breach of this Agreement by Buyer is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of such breach. The payment of the Earnest Money to Seller shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach.
NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money held in escrow, a licensed real estate broker is required by state law (and Escrow Agent, if not a broker, hereby agrees) to retain the Earnest Money in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a broker or an attorney licensed to practice law in North Carolina is holding the Earnest Money, the broker or attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S.§93A- 12.
Seller and Buyer hereby agree and acknowledge that the Escrow Agent assumes no liability in connection with the holding of the Earnest Money pursuant hereto except for negligence or willful misconduct of Escrow Agent. Escrow Agent shall not be responsible for the validity, correctness or genuineness of any document or notice referred to under this Agreement. Seller and Buyer hereby agree to indemnify, protect, save and hold harmless Escrow Agent and its successors, assigns and agents pursuant to this Agreement, from any and all liabilities, obligations, losses, damages, claims, actions, suits, costs or expenses (including attorney fees) of whatsoever kind or nature imposed on, incurred by or asserted against Escrow Agent which in any way relate to or arise out of the execution and delivery of this Agreement and any action taken hereunder; provided, however, that Seller and Buyer shall have no such obligation to indemnify, save and hold harmless Escrow Agent for any liability incurred by, imposed upon or established against it as a result of Escrow Agent's negligence or willful misconduct.

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

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

Section 13. Counterparts; Entire Agreement: 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 constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto. The invalidity of one or more provisions of this Agreement shall not affect the validity of any other provisions hereof and this Agreement shall be construed and enforced as if such invalid provisions were not included.

Buyer Initials DS _____ Seller Initials _____ _____

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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 14. The parties acknowledge and agree that: (i) the initials lines at the bottom of each page of this Agreement are merely evidence of their having reviewed the terms of each page, and (ii) the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives.

Section 15. Adverse Information and Compliance with Laws:

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

_____

_____

Note: For purposes of this Agreement, a "confirmed" special assessment is defined as an assessment that has been approved by a governmental agency or an owners' association for the purpose(s) stated, whether or not it is fully payable at time of closing. A "pending" special assessment is defined as an assessment that is under formal consideration by a governing body. Seller shall pay all owners' association assessments and all governmental assessments confirmed as of the date of Closing, if any, and Buyer shall take title subject to all pending assessments disclosed by Seller herein, if any.
Seller represents that the regular owners' association dues, if any, are $ _____ per _____.

(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 and delivery of the deed. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Agreement.

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

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

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

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

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

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

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

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

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

BUYER:

Individual

_____

Date: _____

_____

Date: _____

Business Entity

LKI Holdings, LLC
(Name of Entity)

By: DocuSigned by: Troy Knight 941988123646410...

Name: Troy Knight

Title: Manager

Date: 8/28/2019

SELLER:

Individual

_____

Date: _____

_____

Date: _____

Business Entity

City of Mount Holly
(Name of Entity)

By: _____

Name: Danny Jackson

Title: City Manager

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.

The City of Mount Holly
(Name of Escrow Agent)

Date: _____ By: _____

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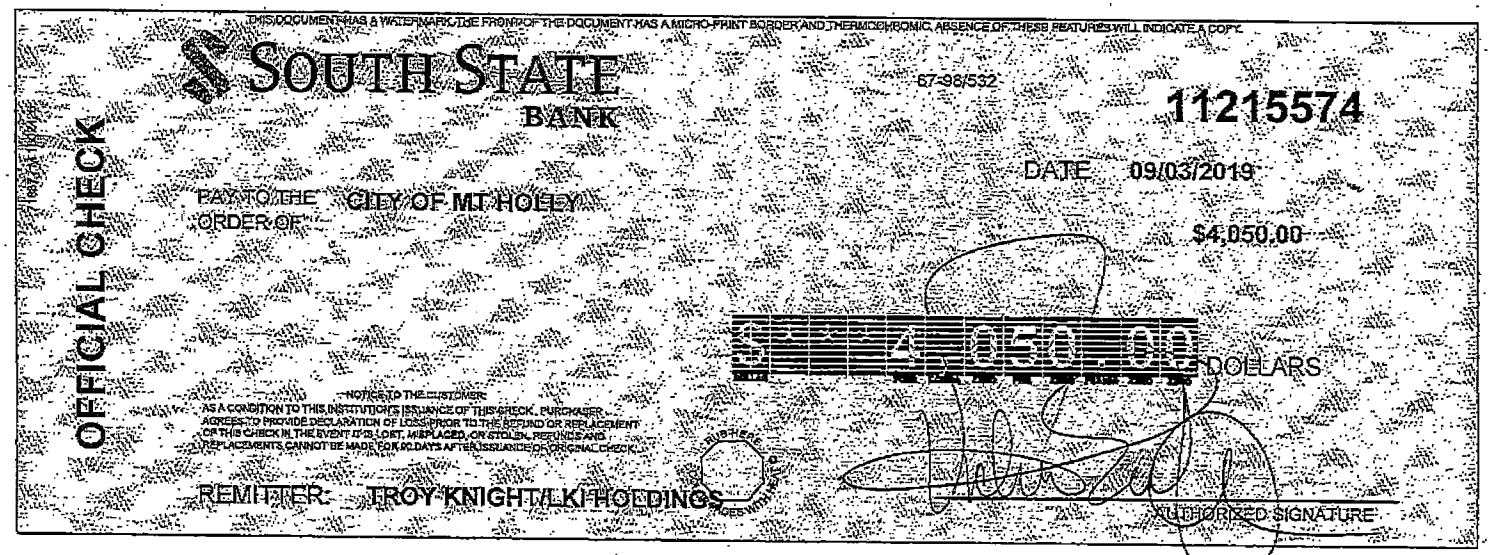
9/3/19



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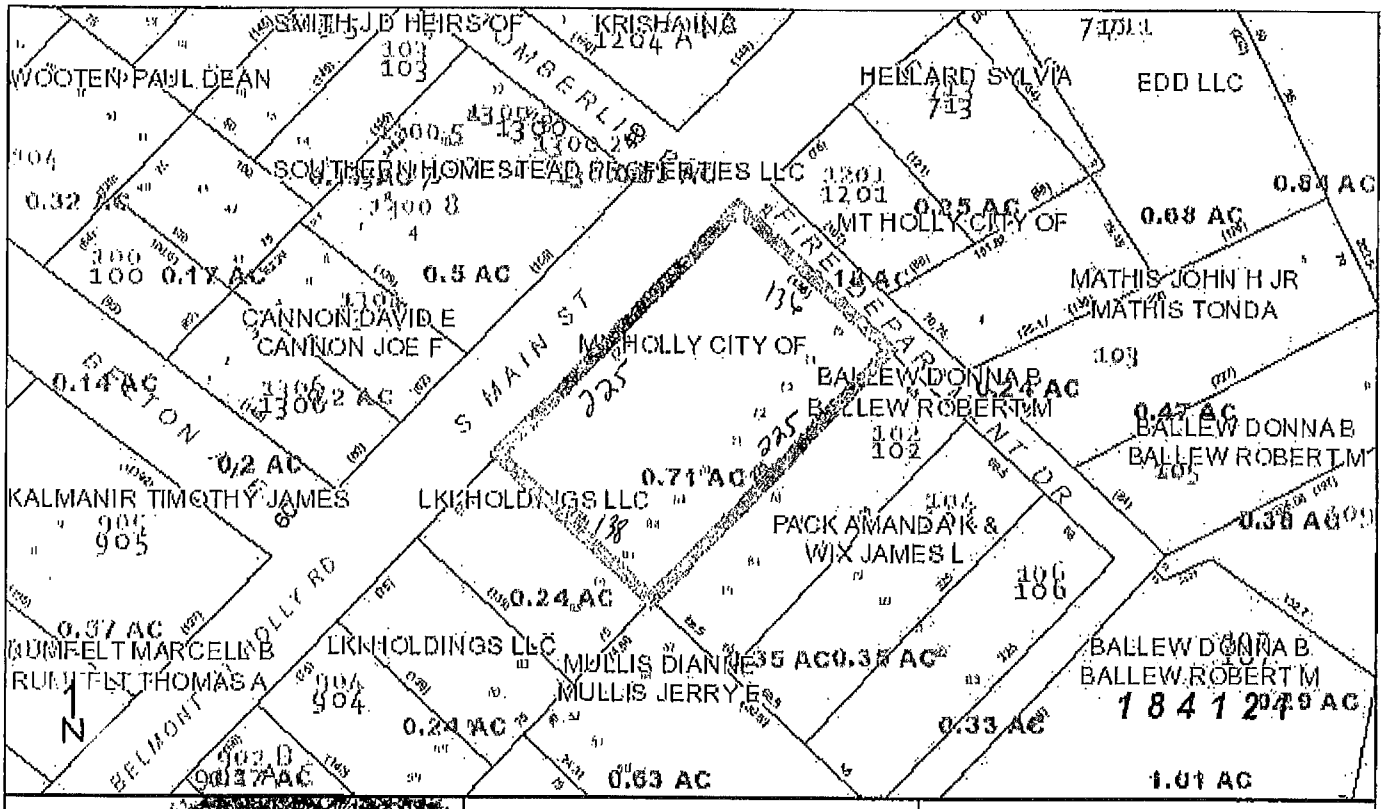


184384

Primary Property Address

NO ASSIGNED ADDRESS

Tax Information

PARCEL #: 184384

PIN #: 3596416063

CURRENT OWNERS: MT HOLLY CITY OF

MAILING ADDRESS: PO BOX 406 , MT HOLLY, NC 28120-0406

JANUARY 1ST OWNERS: MT HOLLY CITY OF

NBHD #: MH009

NBHD NAME: CATAWBA HEIGHTS

TOWNSHIP: SOUTH POINT TOWNSHIP

LEGAL DESC: CATAWBA HGTS FIRE DEPT L 67-75 15 019C 105 00 000

Tax Information

DEED BOOK: 3139 **PAGE:** 0884

DEED RECORDING DATE: 10/4/2000

SALES AMOUNT: $0

PLAT BOOK: 004 **PAGE:** 054

STRUCTURE TYPE:

YEAR BUILT: 0

SQUARE FOOTAGE: 0

BASEMENT: NO

BED: 0 **BATH:** 0 **HALF-BATH:**

MULTI-STRUCTURES: NO

ACREAGE: 0.71

TAX DISTRICT: MOUNT HOLLY CITY

VOLUNTARY AG DISTRICT: NO

PROPERTY USE: EXEMPT

Tax Values

MARKET LAND VALUE: $127,580

MARKET IMPR. VALUE: $0

MARKET VALUE: $127,580

FARM DISCOUNT: NO

EXEMPTION: YES

TAXABLE VALUE: $0

Election Information

PRECINCT NAME: CATAWBA HEIGHTS

POLLING PLACE: CROSSROADS CHURCH

POLLING ADDRESS: 101 BEATY RD

WARD #:

CONGRESS REPRESENTATIVE: MEMBER PATRICK MCHENRY

CONGRESSIONAL DISTRICT: 10

HOUSE REPRESENTATIVE: REPRESENTATIVE JOHN A. TORBETT (REP)

HOUSE DISTRICT: 108

SENATOR: SENATOR KATHY HARRINGTON (REP)

SENATE DISTRICT: 43

Parcel Information

POLICE DISTRICT: MOUNT HOLLY

FIRE DISTRICT: MOUNT HOLLY

FLOOD:

LOCAL WATERSHED: CATAWBA HEIGHTS

CENSUS TRACT: 312.01

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. - **Document created for printing on 10/8/2018**

City of Mount Holly
Action Agenda Item

To:	Mayor and City Council	**Date:**	August 21, 2019
From:	David E. Johnson, PE	**Meeting Date:**	August 26, 2019

Agenda Item to be considered:

Release the Performance Guarantee posted for Dutchman's Ridge Phase 4 in accordance with the Subdivision and Land Development Guidelines.

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

Background/Purpose of Request :

Phase 4 (Map 4) certified check in the amount of $88,078.59 was posted by East Dutchman, LLC on February 25, 2016 which represented 30% of the total performance guarantee posted for the project.

This phase of Dutchman's Ridge has been completed and all punch list items completed to our satisfaction. The developer has asked for a release of their remaining funds in accordance with State law.

We recommend the release of the remaining funds of $88,078.59.
We recommend acceptance of the infrastructure contained within the boundaries of the Dutchman's Ridge Phase 4 (Map 4) project.

Fiscal Impact:

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

Manager/Staff Recommendation: *Recommend release of the certified funds to East Dutchman, LLC and accept the infrastructure within Phase 4 (Map 4) of the Dutchmans Ridge subdivision.*

Result of City Council Decision:

Attachments: ***East Dutchman LLC request to release funds***
Site Inspector, City of Mount Holly approval & acceptance of improvements

East Dutchman LLC
4301 Fairview Oaks Dr.
Charlotte, N. C. 28211

Mr. Derek Dixon
Site Inspector
City of Mount Holly, N. C.

August 13, 2019,

Dear Derek:

I am requesting you to do a final inspection for Dutchmans Ridge Phase 4. I am also requesting that Mt.Holly release the $88,078.59 that they have in escrow for this final. Let us know when the next council meeting will be held that the release will be on the councils agenda. Please send the funds to:

East Dutchman LLC
4301 Fairview Oaks Dr.
Charlotte, N. C. 28211

If you need anything else from us, just let me know. Thanks for your help in getting this project done.

Sincerely,

Tom Pearson
Manager

MOUNT HOLLY
Connecting Community & Nature

MEMO

TO: David E. Johnson P.E.

FROM: Derek J Dixon

DATE: 8/21/19

RE: Dutchman's Ridge Phase 2/Map 4 Bond Release

David,

Phase 2 AKA Map 4 of Dutchman's Ridge is 100% built upon. In 2018 the developer placed the final 1.5" of top course asphalt, repaired curb gutter, and repaired sidewalks. The developer has been issued a reduction of the original bond to 30% of the total bond amount.

The developer has requested the release of the final 30% of the original bond amount. After a final inspection the developer repaired all items that were not to City standards. I have made an final inspection of Phase 2. I have received the as-built drawings and all other required documents from the developer at this time. I approve the release of the final 30% of bonding and move that the City of Mount Holly accept the infrastructure in Phase 2 of Dutchman's Ridge.

Derek J Dixon

Site Inspector

City of Mount Holly
Action Agenda Item

To: City Council	**Date:** 09/04/19
From: Chief Don Roper	**Meeting Date:** 09/09/19

Agenda Item to be considered: *Approve MHPD to accept 2019 Governor's Crime Commission grant in the amount of $35,000 for the purchase of a police watercraft.*

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

Background/Purpose of Request: MHPD has applied and been approved for a grant award in the amount of $35,000 from the Governor's Crime Commission. This grant requires no match from the city. The funds would be used to obtain a Crestliner 20 ft. aluminum center console watercraft which would allow MHPD to access and patrol the more than 22 miles of shoreline in Mount Holly.

Fiscal Impact:

Will Item affect current budget	YES	XNO	☐ 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: *Approve acceptance of GCC grant.*

Result of City Council Decision:

Attachments:

1. Memo from Chief Roper
2. Copy of grant application
3. 2070 Retriever Center Console quote

Mount Holly Police Department

400 E Central Avenue • Mount Holly, NC • 28120 • (704) 827-4343 • (704) 822-2932

Don Roper
Chief of Police

Memorandum
From: Chief Don Roper
Reference: 2019 Governor's Crime Commission Grant
Date: 09-04-19

The Mount Holly Police Department submitted an application for the 2019 Governor's Crime Commission Grant in July. The maximum grant award this year was increased to $50,000 from the maximum last year of $24,500. As we indicated in the July 26 council update from the police department, our grant request focused on two areas, law enforcement shoreline access along Mount Holly waterways, and school safety. We were notified last week that our application had been approved, and a grant will be awarded in the amount of $35,000 for the purchase of a Crestliner 20 ft. aluminum center console watercraft. This grant requires no matching funds from the City. This memo serves as a request for approval from Council to accept the grant funding.

As a summary, we inquired and have received special permission from the Governor's Crime Commission to allow us to use the grant to purchase a boat for use as a police watercraft. This watercraft would be equipped with down- scan and side- scan imaging for potential evidence recovery efforts. This boat will allow us to access and aid in the patrol of the more than 22 miles of shoreline inside Mount Holly. As you may recall, we have submitted application for the GCC grant each year since 2013. We have used this grant in the past to secure items such as our body worm cameras, less lethal impact weapons, the surveillance cameras downtown, the new radar speed control signs and trailer, and new laptop computers for patrol cars.

During the grant planning phase, we identified areas of consideration for long-term usage of the watercraft. We have identified a secure location for storage which will not require funding. Training for the operation and law enforcement application of the watercraft is available locally through the Community College at no cost to law enforcement agencies. An annual boat maintenance estimate was quoted at $450. Adding the watercraft to city insurance will cost approximately $355 per year.

Governor's Crime Commission
1201 Front Street, Suite 200
Raleigh, NC 27609
Phone: (919) 733-4564 Fax: (919) 733-4625

Project is under review by GCC.

Name	Role	Status
Africa Otis	Financial Officer	✔ Reviewed
Danny Jackson	Authorizing Official	✔ Reviewed
derek terry	Project Director	✔ Reviewed

Commented By	Date	Comment
Africa Otis	07/29/2019	Hey Derek, you need to un-check B. Recipient is a non-profit or...

Project Information

Project ID
PROJ013812

Project Status
Under Review by GCC

Project Name
2019-Mount Holly Police Department-SRO Readiness & Shoreline Safety

Project Director
derek terry

Financial Officer
Africa Otis

Authorizing Official
Danny Jackson

Start Date
01/01/2020

End Date
12/31/2020

Committee
CRIMINAL JUSTICE SYSTEMS IMPROVEMENT

Program Priority
2019 Equipment and Training Grants Focused on School Safety

Project Summary
This project will provide our School Resource Officers with mission critical equipment to be utilized during rapid deployment situations in and around the Mount Holly area. This project will also allow first responders to reach areas of shoreline in Mount Holly in a more efficient manner.

Organization

Name:
City of Mount Holly

Tax ID:
566001295

DUNS:
071066393

SAM Expiration:
02/14/2020

Address:
P. O. Box 406

City:
Mount Holly

State:
North Carolina

Zip:
28120-2116

Phone:
(704) 827-4343

Fax:
(704) 822-2932

Fiscal Year End Date:
06/30

Implementing Agency

Name:
Mount Holly Police Department

Of Sworn Officers (Law Enforcement Agencies):
36

Address:
400 E. Central Ave.

City:
Mount Holly

State:
North Carolina

Zip:
28120-2116

Phone:
(704) 827-4343

Fax:
(704) 822-2932

General Information

NC House Districts
108

NC Senate Districts
43

US Congressional Districts
10

NC Counties
Gaston

Project Area Population	Principle Place of Performance	Zip
15,365	Mount Holly	28120-2116

Abstract & Narrative

Project Abstract (The Problem): Briefly describe project's purpose, identify target population, and discuss program components which address the identified problem. Include local statistics to substantiate the need.

The Mount Holly Police Department has two major needs addressed by this proposal. The first is the need for more efficient and effective shoreline access by the Mount Holly Police Department (MHPD). The MHPD currently services twenty-one and a half (21.5) miles of shoreline by land only. The MHPD services four neighborhoods, two public parks, two boat landings, and a greenway with shoreline on the Catawba River and Mountain Island Lake. These bodies of water are heavily accessed and utilized by citizens and visitors. When water access is needed by MHPD, we must rely on surrounding agencies with extended arrival times. This delay could determine life and death and is unacceptable to our citizens and our visitors. This problem can be easily remedied by the procurement of a water craft. The second problem is the need for rapid deployment/active shooter equipment within our elementary and middle schools. The MHPD currently has four (4) School Resource Officers assigned to three elementary schools and one middle school. These schools have approximately 2,170 students enrolled. These officers need the equipment necessary to respond to these types of situations. We also need to raise awareness among the staff and students regarding these types of incidences. This can be accomplished through an educational campaign at each school.The MHPD will collaborate with other emergency management and first responder agencies to train with, utilize, and sustain this equipment.

Project Narrative (Operation): Include a description of how grant funded positions are integral to the project and how contractual, travel, operating, and equipment expenses will support the project. Discuss how you will collaborate with other agencies. Focus on the project – do not give agency history, do not repeat abstract.

This project will address the problem in two ways. The need for more efficient and effective shoreline access can be solved by the procurement of a watercraft. With a watercraft, the MHPD would have access to all 21.5 miles of shoreline within the City of Mount Holly. The MHPD currently has to contact other agencies to assist in order to gain access to the shoreline by water. This significantly reduces our response time and monopolizes another agency's resources. This watercraft will be utilized for rapid response to life threatening incidents and the location and collection of evidence both in the water and on the shoreline. The most cost effective option located which encompasses our needs is a 2020 Crestliner model 2070 Retriever Center Console with a 150hp Mercury Pro XS outboard engine. This watercraft has the ability to operate in approximately six inches of water, which would allow first responders to access the shoreline with ease. It will be equipped with a 15 inch Humminbird SOLIX, down and side imaging sonar, which will allow officers to locate and collect evidence under the water. This will also ensure a clear travel path to prevent damage to the watercraft. The total cost for this portion of the proposal is $34,994.71. This includes the watercraft, the onboard engine, the accessories, and the trailer for transporting to and from the water. This project will also address the second problem of the need for mission critical equipment for first responders to utilize during rapid deployment/active shooter situations at the schools in and around the Mount Holly area. The procurement of three (3) level 3a ballistic shields and two (2) patrol rifles will outfit first responders with the equipment necessary to respond to these incidences in a safer and more efficient manner. The MHPD currently issues Colt AR-15 rifles equipped with EOTech holographic optics to all Officers certified to participate in the Patrol Rifle Program. For inventory control and qualification purposes, we propose to procure two (2) Colt AR-15 rifles equipped with EOTech holographic optics for a total of $2,300. The three ballistic shields will be Blueridge IIIA Vengence Series ballistic shields for a total of $11,500. The MHPD also plans to participate in an educational campaign regarding anonymous reporting within our schools. We propose to purchase four (4) retractable banners with customized educational information on how to anonymously report suspicious and/or potentially harmful activity. These banners will be placed in the lobby of each school in Mount Holly. The total cost for these banners, including the stand and the print are $1,180.00. The total cost to address the problems mentioned in this project is $49,974.71.

Project Timeline of Activities

January 2020: Place order for one (1) watercraft from Rock Outdoors in Lexington, North Carolina. Place order for three (3) Blueridge IIIA Vengeance Series ballistic shields from Blue Ridge Armor in Spindale, North Carolina. Place order for two (2) Colt AR-15 patrol rifles from Phoenix Distributors in Feasterville, Pennsylvania Place order for four (4) retractable banners for educational campaign from Crisp Printers in Gastonia, NC. February-April 2020: Schedule training to be attended upon receipt of the equipment. April-May 2020: Receive equipment and begin inventory control. Place banners in the lobby of Ida Rankin Elementary, Catawba Heights Elementary, Pinewood Elementary, and Mount Holly Middle. May-June 2020: Assign equipment and receive training on the proper use. Conduct State required qualifications for the two (2)

Officers assigned to carry and utilize the patrol rifles. June-December 2020- Utilize the equipment to meet and maintain the goals of the proposed project.

Goals

Goal 1 - The first goal of this project is to maintain safety in the schools in and around the Mount Holly area through the education to recognize and prevent critical incidences and the equipment needed to respond in the event of a critical incident.

Goal 2 - The second goal of this project is to provide the citizens of Mount Holly with efficient and effective police services through rapid and unobstructed shoreline access.

Objectives

Objective 1 By the end of year one, provide the education and training to 2,170 students and the staff in Mount Holly schools on how to recognize, prevent, and anonymously report suspicious and/or potentially harmful activity.	Performance Measure The MHPD will hold training seminars at each school in Mount Holly on how to recognize, prevent, and anonymously report suspicious and/or potentially harmful activity. A record of attendance to the training seminar will be maintained for each school.	Evaluation Method The success of this objective will be evaluated by the ratio between the number of tips reported to the number of incidences that occur. We will also conduct follow up meetings throughout the year with each school to analyze the retention of this information.
Objective 2 Procure, train with, qualify with, and maintain the mission critical equipment needed to respond to rapid deployment/active shooter situations.	Performance Measure Maintain inventory, training, qualification and maintenance records on the three (3) ballistic shields and the two (2) patrol rifles.	Evaluation Method Maintain statistical records on the amount of deployments of the three (3) ballistic shields and the two (2) patrol rifles by analyzing reports submitted regarding the usage of this equipment..
Objective 3 Provide more efficient and effective service to the 21.5 miles of shoreline in Mount Holly through the procurement of a watercraft while reducing the monopolization of other agency resources when shoreline access by water is needed by the MHPD.	Performance Measure Maintain records of the number of watercraft deployments by the MHPD.	Evaluation Method The watercraft deployment records will be maintained in a secure database and will be analyzed to determine the amount of hours logged versus the amount of engine hours displayed on the watercraft. The results will then be compared in CAD to previous years when other agencies were contacted for assistance with a watercraft.

Budget Summary

This project requires a match of 0%. This can be either cash match or in-kind match. If your have not met the required match, you can change the match contributions by clicking the link next to each budget line. Matching funds may include local, state or private funds, but not other federal funds.

Category		Year 1	Total
EQUIPMENT		$49,874.71	$49,874.71
	Total Budget	$49,874.71	**$49,874.71**
	(-)Match Funds	$0.00	**$0.00**
	TOTAL FEDERAL REQUEST	$49,874.71	**$49,874.71**

Describe amount & source of matching funds.
Matching funds may include local, state or private funds, but not other federal funds. This funding source does not require matching funding.

Budget Details

Description	Quantity	Unit Cost	Total	Cash Match	Federal Share
2020 Crestliner Model 2070 Retriever Center Console Watercraft	1.00	$34,994.71	$34,994.71	$0.00	$34,994.71

Description	Quantity	Unit Cost	Total	Cash Match	Federal Share
BLUERIDGE Armor Level IIIA Vengeance Series Ballistic Shields	3.00	$3,800.00	$11,400.00	$0.00	$11,400.00
Colt AR-15 Patrol Rifles equipped with EOTech Holographic Optics	2.00	$1,150.00	$2,300.00	$0.00	$2,300.00
3ft.x6ft. Retractable Banner and Stand with Customized Educational Information	4.00	$295.00	$1,180.00	$0.00	$1,180.00

Certification

A. Certification of Non-Supplanting

✓ The applicant hereby certifies that federal funds will not be used to supplant or replace State or local funds, but will instead be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for project activities.

B. Certification of Filing an Equal Employment Opportunity Program

The project director certifies that the applicant/grantee has formulated an Equal Opportunity Program, which is dated in accordance with the Amended Equal Employment Opportunity Guidelines (28 C.F.R. 42.301, et seq.) and that it is on file in the office of:

• The project director certifies that the Amended Equal Employment Guidelines (28 C.F.R. 42.301, et seq.) have been read and that no Equal Employment Opportunity Program is required to be filed by the implementing agency because:

Please check all the boxes that apply.

✓ Recipient has less than 50 employees	Recipient is an Indian tribe
Recipient is a non-profit organization	Recipient is an educational institution
Recipient is a medical institution	Recipient is receiving an award less than $25,000

C. Certification of Submission of Annual Audit:

✓ The project director certifies that a copy of the annual audit will be submitted to the Office of the State Auditor and the Governor's Crime Commission, as required by General Statute 143C-6-23. NOTE: If you receive, expend, or obligate over $500,000 in State and Federal pass-through grants funds received directly from a State agency, then you must file a "yellow book" audit, done by a CPA, with your funding agencies and with the Office of State Budget and Management.

D. Certification of Submission of Current Annual Operating Budget:

✓ The project director certifies that a copy of the implementing agency's current annual operating budget will be submitted upon request.

E. Certification that Applicant is Eligible to Receive Federal Funds:

✓ The project director certifies that neither the grant applicant nor any of its officers, directors or consultants are presently debarred, proposed for debarment, suspended, declared ineligible or voluntarily excluded from receiving federal funds. [If the director cannot make this certification, an explanation must be attached. If this certification cannot be provided, the applicant will not necessarily be denied participation in this program. The certification or explanation will be considered in connection with the determination by the Governor's Crime Commission as to whether or not to approve the application. However, if neither the certification nor an explanation is provided, the application will be rejected.]

F. Certification Regarding Lobbying:(for agencies receiving $100,000 or more)

The project director certifies that (1) no federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any agreement; (2) If any non-federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant, the project director shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions

G. Drug Free Workplace Compliance: (for state agencies only)

The project director certifies that (1) a drug-free workplace awareness program was held on and/or will be held annually on which all grant project employees are required to attend; (2) a copy of the agenda of that program, including an attendance sheet signed by all employees, will be provided to the Governor's Crime Commission; (3) a statement will be published notifying employees that any unlawful involvement with a controlled substance is prohibited in the grantees workplace and that specific actions will be taken against employees who violate this rule; (4) all employees will receive a copy of this notice; (5) all employees must agree to abide by the statement and to notify the applicant of any criminal drug statute conviction for a violation occurring in the workplace within 5 days of the conviction; (6) within 10 days of receiving such notice, the applicant will inform the Governor's Crime Commission of an employee's conviction; (7) any employee so convicted will be disciplined or required to complete a drug abuse treatment program; and (8) the applicant will make a good faith effort to maintain a drug-free workplace, in accordance with the requirements of Sections 5153 and 5154 of the Anti-Drug Abuse Act of 1988 and Sections 8103 and 8104 of Title 41 of the United States Code.

H. Certification of Compliance with General Statute 114-10.01: (for law enforcement agencies only)

The project director certifies that the implementing agency is presently in compliance and will remain in compliance with the traffic stop reporting provisions of General Statute 114-10.01 for the duration of the funded project. An agency may be in compliance with the reporting provisions of General Statute 114-10.01 where traffic stops are reported to the Division of Criminal Information, North Carolina Department of Justice, or where the agency does not meet any of the statutory criteria requiring the reporting of stops. A listing of law enforcement agencies currently required to report traffic stop information may be found at http://www.ncdoj.gov/AgenciesRequiredList.aspx.

I. IRS Form 990 and IRS Form 990-EZ:

The project director certifies that the most recently-filed IRS Form 990 ("Return of Organization Exempt From Income Tax") or IRS Form 990-EZ ("Short Form Return of Organization Exempt from Income Tax") for the implementing agency has been uploaded with this project application as one or more pdf (Portable Document Format) attachments.

The project director certifies that neither an IRS Form 990 nor an IRS Form 990-EZ has been uploaded with this project application for the following reason:

The implementing agency is not a nonprofit organization.

The implementing agency is a nonprofit organization that is exempt from the requirement to file an IRS Form 990 or an IRS Form 990-EZ.

The implementing agency is a nonprofit organization that is not exempt from the requirement to file an IRS Form 990 or an IRS Form 990-EZ and that has not to-date filed an IRS Form 990 or an IRS Form 990-EZ.

Attachments

File Name	Description
Mount Holly Police Active Sams.pdf	SAM Active Status

CRESTLINER
FORGED WITH STRENGTH. DEFINED BY DURABILITY.

2070 RETRIEVER CENTER CONSOLE

Serial Number (HIN):Not Assigned Year:2020

Base MSRP	$12,234.00
2020 2070 RETRIEVER CENTER CONSOLE	
Factory Installed Options:	
• O/b,merc 150hp,l Pro,xs 4s	14,563.00
• Paint-dead Grass Green	0.00
• (1)transducer Bracket-welded On-std	0.00
• 52 QT COOLER-GREEN-STD	0.00
• Discount-Volume	0.00
• OPT,CL LEANING POST-CAMO	309.00
• Opt,1 Pr Ratchet Tie Downs	111.00
• Opt,2-bank Battery Charger-fact Instld	168.00
• Opt,5 Lb Fire Extinguisher	43.00
• Opt,SPR Tire W/MNT BLK TXT(ST175/80R13C)2x4	235.00
• Opt,automatic Bilge Pump	52.00
• Opt,gauge Pkg(speed/tach/trim)	249.00
• Opt,horn	81.00
• Opt,hydraulic Steering W/cylndr	1,399.00
• Opt,sponson Pods	257.00
• Opt,suremount Gunhold	24.00
• Opt,trlng Mtr Harness-exch (24v-6 Gauge)	185.00
• Opt,windshield-cc	159.00
• Trailer/lb-2200-74-st-flt Blk	1,839.00

Pricing:

Manufacturer's Suggested Retail Price -- Base	$12,234.00
Factory Options	19,674.00
Dealer Options	0.00
Destination Charges	954.00
Total Pricing Including Base + Options/Destination	$32,862.00
Dealer Adjustment	2,512.59
Dealer Selling Price:	$30,349.41

Price does not include local taxes, or applicable title, registration or license fees. See dealer for details. Please refer to the corresponding brochure for a complete list of standard equipment and features for this boat. Prices and standard equipment are subject to change without notice. Dealer sets actual retail price. All pricing, if shown, is in US Dollars. All company logos, symbols, and/or brand names are registered trademarks of their respective companies.

Brian Reagan <brian.reagan@mtholly.us>

New quote for Crestliner 2070 Retriever Center Console

1 message

Will Temple <wtemple@rockoutdoors.com> Wed, Sep 4, 2019 at 12:23 PM
To: "brian.reagan@mtholly.us" <brian.reagan@mtholly.us>

Hey Brian,
Here is the new quote for 2070 Retriever. Price does not include tax, doc and registration fees. There was a small price increase. Here is the price for 15" Solix, installation and rigging fees: $ 5,000.00

If you have any questions or concerns please send me a email or give me a call 336-596-0367

Will Temple
Boat Sales
336-793-4690

20190904122400310 mt holly.pdf
392K

Brian Reagan <brian.reagan@mtholly.us>

Yearly Maintenance

1 message

Will Temple <wtemple@rockoutdoors.com> Wed, Sep 4, 2019 at 12:59 PM
To: "brian.reagan@mtholly.us" <brian.reagan@mtholly.us>

Brian,

Yearly Full Maintenance on 2020 Crestliner 2070

1) Change Oil and filter
2) Change fluid in lower unit
3) Fuel filter
4) Water Pump
5) Change Spark Plugs

Price: $ 450.00

If you have any question please send me a email or give me a call.

Will Temple
Boat Sales
336-793-4690

CITY OF MOUNT HOLLY
MOUNT HOLLY CITY COUNCIL WORK SESSION
Location: Council Chambers

City of Mount Holly
Mount Holly City Council Work Session Meeting
Monday, May 20, 2019
Council Chambers
6:30 pm

Call to Order
Mayor Hough called the meeting to order at 6:30 pm. Mayor Hough advised that Councilwoman Breyare was attending via phone. The following were present:

Mayor Bryan Hough	Danny Jackson, City Manager
Mayor Pro Tem Perry Toomey	Miles Braswell, Assistant City Manager
Councilwoman Carolyn Breyare	David Johnson, City Engineer/ Director of Utilities
Councilman Charles McCorkle	Ryan Baker, Fire Chief
Councilman Jeff Meadows	Mark Jusko, Recreation Supervisor
Councilman David Moore	Tony Walker, Street and Solid Waste Director
Councilwoman Lauren Shoemaker	Don Roper, Police Chief
Attorney Kemp Michael	Greg Beal, Planning Director
	Africa Otis, Finance Director

Invocation
Councilman Meadows led the Council, staff and attendees in prayer.

SET THE AGENDA
With no changes to the agenda, Councilwoman Breyare made a motion to approve the agenda as presented. Councilman Moore seconded the motion. All Council Members voted in favor. (Motion carried)

1. Discussion of the 2019-2020 Proposed Fiscal Year Budget and Fee Schedule

Mr. Jackson advised that the City contracted with Raftelis for a rate study of the City's utility rates. Mr. Jackson introduced Elaine Conti with Raftelis to review the findings of the study. Ms. Conti advised that utility rates have not seen an increase in several years. She advised that Mount Holly's rates were currently the lowest in the area and Raftelis recommends raising the rates to help offset the cost of the upcoming infrastructure. Ms. Conti reviewed three options with the Council. Mr. Jackson added that the Utilities Committee met and were in favor of option 2. Council agreed that option 2 best suit the needs of the City but advised that they would like to see a modified option with a $10 capitol reserve fee pointed out on the monthly statements. Councilman Meadows advised that he would also like irrigation to stay at the same

rate. It was the consensus of Council to review the modified option and a special called meeting on June 3rd.

Discussion then ensued regarding employee benefits and COLA. Councilman Meadows advised that he is not a fan of COLA increases. He would much rather see merit increases. He also advised that he does not like paying for dependent care insurance coverage. Mr. Jackson and Mayor Hough advised that a merit system had been tried in the past and does not work with government.

There was discussion involving the revaluation process and the proposed tax rate. Council agreed that they would like to see the City stay revenue neutral and it was the consensus of the Council to call a special budget session on June 3rd at 6:30pm to continue the budget discussions.

2. Adjourn

With no additional items of discussion Mayor Hough entertained a motion to adjourn the May 20, 2019 Budget Meeting. Councilman Moore made the motion to adjourn, Councilman Meadows seconded. All Council Members voted in favor. The motion carried. The meeting adjourned at 9:17 PM.

City of Mount Holly
Special Meeting
Monday, June 3, 2019
Council Chambers
7:00 pm

Call to Order
Mayor Bryan Hough called the meeting to order at 6:30 pm. The following were present:

Mayor Bryan Hough	Danny Jackson, City Manager
Mayor Pro Tem Perry Toomey	Miles Braswell, Assistant City Manager
Councilwoman Carolyn Breyare	Ryan Baker, Fire Chief
Councilman Charles McCorkle	Tony Walker, Streets and Solid Waste Director
Councilman Jeff Meadows	Dave Johnson, Utilities Director/City Engineer
Councilman David Moore	Don Roper, Chief of Police
Councilwoman Lauren Shoemaker	Greg Beal, Planning Director
Kemp Michael, City Attorney	Africa Otis, Finance Director

Invocation

Councilman David Moore gave the invocation.

SET THE AGENDA

With no changes to the agenda, Councilwoman Breyare made a motion to approve the agenda as submitted. Councilman Moore seconded the motion. All council members voted in favor. (Motion carried)

Discussion of the proposed 2019-2020 Budget and Fee Schedule:

Council was presented four scenarios for General Fund discussion.

Scenario #1 tax rate 0.53

Scenario #2 tax rate 0.50

Scenario #3 tax rate 0.48

Scenario #4 tax rate 0.46- revenue neutral. Using fund balance for projects and not tax rate.

There was discussion around the scenarios and the impacts of each. Mayor Hough asked each Council Member where they were at as far as setting the tax rate. The majority of Council was leaning toward scenario #4 with Councilman Moore in favor of scenario #2 and Councilwoman Breyare wanted to drop the rate 0.01 because she felt that was the best way to go for the citizens regardless of the upcoming election.

Mayor Hough advised that the bond referendum will require a tax rate increase and the citizens would have the opportunity to vote for that tax rate. Mayor feels comfortable doing Scenario #4 because it uses fund balance for projects and not tax rate.

Councilman Meadows commented that scenario #4 is not really a tax cut because staff always brings conservative numbers and they do not count the growth.

Councilwoman Shoemaker commented that we are always talking about how we over tax our citizens and how we need to spend down the fund balance. We should make the effort to show citizens that we are good stewards of the finances.

The majority of council agreed on revenue neutral at 0.46 and will vote at the June Council meeting.

Water and Sewer: Discussion around comparison for rates projected in FY2024

There was discussion around decommissioning the sewer plant and creating ball fields and the proposed $10 fee for water/sewer line replacement. Staff explained that the $10 fee was derived from water/sewer line replacements according to Raftelis rate study. This would be a separate line item fee on the statement.

It was the consensus of Council to keep water and sewer rates as is and come back at July meeting.

Council discussed the needs for Parks and Recreation for the City. It was the consensus of Council to move forward with a bond referendum for the 2020 early voting for Parks and Recreation in the City. Council agreed to discuss the needs of Parks and Recreation at the June Work Session Meeting.

Council agreed to discuss water and sewer rates at the July meeting,

Other concerns: Councilman Meadows gave a shoutt out to codes enforcement. Councilwoman Breyare added that there should be consequences for repeat offenders of code enforcement.

With no additional items for discussion, Mayor Hough entertained a motion to adjourn. Councilman Moore made the motion to adjourn the June 3, 2019 Special Meeting. Councilwoman Breyare seconded the motion. All Council members present voted in favor. (Motion carried)

The meeting adjourned at 8:03 p.m.

City of Mount Holly
Mount Holly City Council Meeting
Monday, June 10, 2019
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	Danny Jackson, City Manager
Mayor Pro Tem Perry Toomey	Miles Braswell, Assistant City Manager
Councilwoman Carolyn Breyare	Ryan Baker, Fire Chief
Councilman Charles McCorkle	Tony Walker, Assistant Streets and Solid Waste Director
Councilman Jeff Meadows	Dave Johnson, Utilities Director/City Engineer
Councilman David Moore—absent	Don Roper, Chief of Police
Councilwoman Lauren Shoemaker	Greg Beal, Planning Director
Kemp Michael, City Attorney	Africa Otis, Finance Director

Invocation
Councilman Charles McCorkle gave the invocation.

Pledge of Allegiance
Boy Scout Troop 59 of the First United Methodist Church in Mount Holly led attendees in the Pledge of Allegiance.

SET THE AGENDA
With no changes to the agenda, Councilman McCorkle made a motion to approve the agenda as submitted. Mayor Pro Tem Toomey seconded the motion. All council members voted in favor. (Motion carried)

CONSENT AGENDA
1. Call for a Public Hearing to amend Rules and Procedures for the Planning Commission
2. Approval of a Bond Release for Rhyne's Trace Phase II
3. Approval of the minutes of the April 29, 2019 Council Work Session
4. Approval of the minutes of the May 13, 2019 Council Meeting

Councilwoman Shoemaker made a motion to approve the consent agenda. Councilman Meadows seconded the motion. All Council Members present voted in favor. (Motion carried)

PRESENTATIONS
1. Presentation of Springfest Proceeds to CRO

   Gina Hough was present to speak on behalf of the Springfest Committee. She thanked all those involved in with the Springfest event. She then presented the CRO with a donation of $2500.
2. Presentation of Funds from FROGS Organization to the City

   Cindy Michael was present to speak on behalf of FROGS. The FROGS organization recently held a Chili Brew event and made a donation of the proceeds in the amount of $2649.35 to the City to be used for greenway amenities. Mayor Hough thanked the Friends of the Greenway.
3. Employee Recognition Awards

   Mr. Jackson advised that this is a new program that he implemented to recognize employees that go above and beyond their call of duty. Mr. Jackson presented Officers Cox and McManus with certificates for going above and beyond their call of duty in a certain situation.

PUBLIC HEARING
1. Public Hearing on the 2019-2020 Fiscal Year Budget and Fee Schedule

Mr. Braswell reported that a draft budget was presented to Council at the May meeting. Since that time, Council has met to discuss the proposed budget. Mr. Braswell advised that the budget includes a 3% COLA for employees and the employees insurance will be switched to BCBS. In the Administration Department, 2 new budgets and created, an IT Budget and a Building Maintenance Budget. Mr. Braswell reviewed the budget highlights that include the update to the Land Use Plan. At this time, Councilwoman Breyare made a motion to enter into Public Hearing for the 2019-2020 Fiscal Year Budget and Fee Schedule. Mayor Pro Tem Toomey seconded the motion. All Council Members present voted in favor. With no one signed up to speak, Councilman Meadows made a motion to close the Public Hearing. Councilwoman Shoemaker seconded the motion. All Council Members present voted in favor.

2. Public Hearing to amend Article 7 of the Zoning Ordinance, Special Requirement Notes to the Table of Uses, Note 5 Multi-Family, Mixed Use, Apartment and Townhome/Condominium Dwellings

   Mr. DuPont advised that as a recommendation from the Strategic Visioning Plan the percentage of 1 bedroom apartment and townhome/condominium dwellings need to be lowered from 50% to 25%. He advised that the Planning Commission approved this recommendation unanimously.

   At this time, Councilwoman Breyare made a motion to enter into Public Hearing to amend Article 7 of the Zoning Ordinance, Special Requirement Notes to the Table of Uses, Note 5 Multi-Family, Mixed Use, Apartment and Townhome/Condominium Dwellings. Councilman McCorkle seconded the motion. All Council Members present voted in favor. With no one signed up to speak, Councilman Meadows made a motion to close the Public Hearing. Councilwoman Breyare seconded the motion. All Council Members present voted in favor.

   Councilwoman Shoemaker made a motion to approve the proposed amendment to Article 7 of the Zoning Ordinance, Special Requirement Notes to the Table of Uses, Note 5 Multi-Family, Mixed Use, Apartment and Townhome/Condominium Dwellings. (Resolution #06102019A) Mayor Pro Tem Toomey seconded the motion. All Council Members present voted in favor. Motion carried.

PUBLIC COMMENT – Three (3) Minute Limit

Rodney Williams 315 South Main Street. Mr. Williams came before Council to ask that larger lot sizes in any future development be a consideration of the Council. He advised that larger lot sizes bring in better development.

Julia Benfield-204 Beatty Drive. Ms. Benfield reported on the recent Arts in Mount Holly Conair Event. She advised that there wer 14 artists and thanked the City for their support.

Ray Herrington-400 Brookridge Drive. Mr. Herrington reported that there was serious flooding at Mountain Island Lake yesterday. He advised that he received word that there was plenty of room in Lake Norman to release flood waters. He asked if the City Council had any control over the release of water.

NEW BUSINESS

1. Presentation and Explanation of NCDOT Prioritization Process

   Mr. Ledbetter came before the City Council to report on the NCDOT process for prioritizing road projects.

2. Discussion of the Installation of Stop Signs in Autumn Woods Subdivision

   Rogers Richards from Autumn Woods HOA advised that stop signs are needed in in their subdivision due to safety issues.. Me. Jackson commented that as Mount Holly continues to grow a more formal should be established. He advised that Staff would work on the process and bring back to the City Council at a future date

3. Consideration and Approval of the 2019-2020 Fiscal Year Budget Ordinance and Fee Schedule

   Mr. Jackson advised that since the Council has heard the budget review they would now have the option to approve. He asked Council to consider postponing the vote to the work session. The LGC will be present at the work session meeting to answer any additional questions that Council may have. It was the consensus of Council to postpone the vote until the June work session.

ADJOURN

With no additional items for discussion, Mayor Hough entertained a motion to adjourn. Councilwoman Breyare made the motion to adjourn the June 10, 2019 Council Meeting. Councilman McCorkle seconded the motion. All Council members present voted in favor. (Motion carried)

The meeting adjourned at 8:07 p.m.

CITY OF MOUNT HOLLY
MOUNT HOLLY CITY COUNCIL WORK SESSION
Location: Council Chambers

City of Mount Holly
Mount Holly City Council Work Session Meeting
Monday, June 24, 2019
Council Chambers
6:30 pm

Call to Order
Mayor Hough called the meeting to order at 6:30 pm. Mayor Hough advised that Councilwoman Breyare was attending via phone. The following were present:

Mayor Bryan Hough	Danny Jackson, City Manager
Mayor Pro Tem Perry Toomey	Miles Braswell, Assistant City Manager
Councilwoman Carolyn Breyare	David Johnson, City Engineer/ Director of Utilities
Councilman Charles McCorkle	Ryan Baker, Fire Chief
Councilman Jeff Meadows	Mark Jusko, Recreation Supervisor
Councilman David Moore	Tony Walker, Street and Solid Waste Director
Councilwoman Lauren Shoemaker	Don Roper, Police Chief
Attorney Kemp Michael	Greg Beal, Planning Director
	Africa Otis, Finance Director

Invocation
Mayor Pro Tem Toomey led the Council, staff and attendees in prayer.

SET THE AGENDA
With no changes to the agenda, Councilwoman Breyare made a motion to approve the agenda as presented. Councilman McCorkle seconded the motion. All Council Members voted in favor. (Motion carried)

CONSENT AGENDA
- Approval of End of the Year Budget Amendments
- Approval of an ABC Resolution Designating Councilman Meadows as the Official to make Recommendations

Councilwoman Shoemaker made a motion to approve the consent agenda. Councilman Meadows seconded the motion. All Council Members present voted in favor. (Motion carried)

AGENDA
1. Presentation by Ms. Sharon Edmundson, Director of Fiscal Management, Local Government Commission

Ms. Edmundson came before the City Council to discuss the best budgeting practices for the City. She encouraged Council to adopt a fund balance policy, a budgeting policy, and a CIP to help guide the budget process. Ms. Edmundson discussed that fund balance and how it is not a good idea to use fund balance for day to day expenses. Mayor Hough asked what the ideal percentage is to have in fund balance for a City the size of Mount Holly. She advised that the recommended amount is around 56%.

2. Consideration and Approval of the 2019-2020 Fiscal Year Budget Ordinance and Fee Schedule

Discussion ensued regarding the 2019-2020 Fiscal Year Budget Ordinance and Fee Schedule. The discussion once again went to the tax rate and using fund balance to make up any short fall. Ms. Otis advised that using fund balance to pay off debt is not a good practice. Councilwoman Breyare advised that she is not in favor of lowering tht tax rate down to revenue neutral because she feels like rates will have to be raised again next year. Councilwoman Shoemaker made a motion to approve the 2019-2020 Fiscal Year Budget Ordinance and Fee Schedule. (06242019A) Councilman Meadows seconded the motion. Mayor Pro Tem Toomey, Councilman Meadows and Councilwoman Shoemaker voted in favor. Councilmen McCorkle and Moore and Councilwoman Breyare voted against. Mayor Hough voted to break the tie with an affirmative vote. (Motion carried)

3. Discussion of Bond Projects for Parks and Recreation

Mr. Jusko gave a list of 4 projects that the Recreation Commission recommends to be bond projects.

- Veteran's Park Expansion
- New Gym at Tuck Park
- Pedestrian Bridge
- Property Acquisition

Councilman Meadows advised that he would also like to see a bridge included to cross over Fites Creek. Councilman Meadows made a motion to approve the bond projects as presented by Staff with the addition of Fites Creek bridge. Councilman Moore seconded the motion. All Council Members voted in favor (Motion carried)

4. Closed Session Pursuant to N.C.G.S 143-318.11 (a)(6)

Councilwoman Breyare made a motion to enter into closed session pursuant to N.C.G.S 143-318.11 (a)(6). Councilman McCorkle seconded the motion. All Council Members voted in favor. Motion carried. The time was 7:32 p.m.

Councilwoman Shoemaker made a motion to return to open session. Councilman Moore seconded the motion. All Council Members voted in favor. Motion carried. The time was 7:29 p.m.

Mayor Hough advised there was no action taken.

Mr. Michael advised Council they would need to have a second vote on the budget due to the 2/3 majority rule. Council agreed to meet Thursday, June 27th at 4:30 p.m. to revote.

5. Adjourn

With no additional items for discussion, Mayor Hough entertained a motion to adjourn. Councilman Moore made the motion to adjourn the June 24, 2019 Council Work Session Meeting. Councilman McCorkle seconded the motion. All Council members present voted in favor. (Motion carried)

The meeting adjourned at 8:33 p.m.

CITY OF MOUNT HOLLY
MOUNT HOLLY CITY COUNCIL WORK SESSION
Location: Council Chambers

City of Mount Holly
Mount Holly City Council Special Meeting
Thursday, June 27, 2019
Council Chambers
6:30 pm

Call to Order
Mayor Hough called the meeting to order at 4:30 pm. Mayor Hough advised that Councilwoman Breyare was attending via phone. The following were present:

Mayor Bryan Hough	Danny Jackson, City Manager
Mayor Pro Tem Perry Toomey	Miles Braswell, Assistant City Manager
Councilwoman Carolyn Breyare	David Johnson, City Engineer/ Director of Utilities
Councilman Charles McCorkle	Ryan Baker, Fire Chief
Councilman Jeff Meadows	Mark Jusko, Recreation Supervisor
Councilman David Moore	Tony Walker, Street and Solid Waste Director
Councilwoman Lauren Shoemaker	Don Roper, Police Chief
Attorney Kemp Michael	Greg Beal, Planning Director
	Africa Otis, Finance Director

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

SET THE AGENDA
With no changes to the agenda, Councilwoman Breyare made a motion to approve the agenda as presented. Councilman Meadows seconded the motion. All Council Members voted in favor. (Motion carried)

BUSINESS
1. Approval of the 2019-2020 Fiscal Year Budget Ordinance and Fee Schedule
   Councilwoman Shoemaker made a motion to approve the 2019-2020 Fiscal Year Budget Ordinance and Fee Schedule. (Resolution #06272019A) Councilman Meadows made the second. All Council Members voted in favor. (Motion carried)

2. Adjourn
   With no additional items for discussion, Mayor Hough entertained a motion to adjourn. Councilman Moore made the motion to adjourn the June 27, 2019 Special Meeting. Councilwoman Shoemaker seconded the motion. All Council members present voted in favor. (Motion carried)
   The meeting adjourned at 4:31 p.m.

PRESENTATIONS

City of Mount Holly
Action Agenda Item

To:	Mayor and City Council	**Date:**	September 4, 2019
From:	Miles Braswell, Asst. City Manager	**Meeting Date:**	September 9, 2019

Agenda Item to be considered:

Recognize Travis Rhyne, IT Director, for receiving CGCIO Certificate

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

Background/Purpose of Request:

Travis Rhyne, Information Technology Director, completed the Certified Government Chief Information Officer (CGCIO) certification program offered through the UNC School of Government - Center for Public Technology. Travis attended the course from August 2018 and graduated on June 19, 2019.

Here is an excerpt from UNC's website: "The CGCIO Certification Program is a ten-month course that lays the foundation for assessing and addressing some of the most critical issues facing IT leadership in local government. The purpose of this program is to equip leaders with the requisite tools to manage and improve their organizational technology assets."

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:	$ 0		
Budget Code			
Reviewed by City Attorney	☐ YES	☒ NO	☐ N/A

Manager/Staff Recommendation:

Result of City Council Decision: ____

Attachments:

City of Mount Holly
Action Agenda Item

To: City Council	**Date:** 08/05/19
From: Chief Roper	**Meeting Date:** 9/9/19

Agenda Item to be considered: Swearing in of Officers Haley Helton and Steven Scarborough

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

Background/Purpose of Request: *Mayor is requested to conduct a swearing in ceremony for new Officers Haley Helton and Steven Scarborough.*

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

Manager/Staff Recommendation:

Result of City Council Decision:

Attachments:

1. Oath of Office

Mount Holly Police Department

400 E Central Avenue • Mount Holly, NC • 28120 • (704) 827-4343 • (704) 822-2932

Don Roper
Chief of Police

Do you solemnly swear (or affirm) that you will be alert and vigilant to enforce the criminal laws of this State; that you will not be influenced in any matter on account of personal bias or prejudice; that you will faithfully and impartially execute the duties of your office as a law enforcement officer according to the best of your skill, abilities, and judgment; so help me, God."

City of Mount Holly
Action Agenda Item

To: City Council	**Date:** 08/05/19
From: Chief Don Roper	**Meeting Date:** 09/09/19

Agenda Item to be considered: *Recognize Corporal Robert Ellison for representing the MHPD on the Police Unity ride to D.C. and present memorial plaques to the Sheriff and Dallas police department.*

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

Background/Purpose of Request: Corporal Ellison participated in the Police unity ride from Charlotte to Washington DC to honor fallen police officers. During the ride, Corporal Ellison carried the department patch of Deputy Self of the Gaston County Sheriff's Office and Officer Wells of the Dallas police Department. Both Officers died in the past year, and were honored during the ride. The patches carried on this ride were made into plaques which will be presented to the officer's department during the council meeting.

Fiscal Impact:

Will Item affect current budget	YES	XNO	☐ 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.

City of Mount Holly
Action Agenda Item

To: City Council	**Date:** 08/05/19
From: Chief Don Roper	**Meeting Date:** 09/09/19

Agenda Item to be considered: *Recognize Corporal Robert Ellison, Officer Michael Dodd, and Officer Delton Williams for notable community service.*

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

Background/Purpose of Request: Corporal Ellison, Officer Michael Dodd, and Officer Delton Williams assisted a female that was identified as needing assistance to exit an abusive relationship by helping her retrieve her vehicle, and personally providing her with enough money for gas to allow her to return to her home in Mississippi. These actions went above and beyond their duty and displays the level of commitment to public service that reflects positively upon the MHPD.

Fiscal Impact:			
Will Item affect current budget	YES	XNO	☐ 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.

Mount Holly Police Department

400 E Central Avenue • Mount Holly, NC • 28120 • (704) 827-4343 • (704) 822-2932

Don Roper
Chief of Police

June 12, 2019

To: Captain D. Sisk

Cc: Chief D. Roper; Major B.K. Reagan

From: Sergeant M.E. Walls

Subject: Officers Performance

On Sunday, June 9, 2019, Officers, S.M. Dodd, D. Williams, A. Barrett, and Corporal R. Ellison performed above and beyond the call of duty. All four of these officers took it upon themselves to find a solution for an individual that was in our city from Mississippi living with her boyfriend.

The individual in need was Ms. Soleah T. Rayne who was involved in an abusive relationship with her boyfriend, Mr. Shawn Lampkin. Ms. Rayne's mother had contacted the police department because she was afraid that her daughter was being held against her will by Mr. Lampkin. When officers arrived and spoke with Ms. Rayne, they recognized signs of Ms. Rayne needing assistance.

When the officers were able to remove Ms. Rayne from the residence and get her by herself, she explained to these officers that she was being held against her will and that she was also being sexually assaulted by Mr. Lampkin. Ms. Rayne further explained that she wanted to get away from Lampkin and go back home to Mississippi but she did not have her vehicle because Lampkin had taken it as well as her money. Ms. Rayne was not interested in pursuing charges on Lampkin. She just wanted to get as far away from him as possible and never see him again.

We were able to eventually locate Ms. Rayne's vehicle for her and see that she was able to retrieve it safely. After retrieving her vehicle and going by Mr. Lampkin's residence to retrieve the rest of her belongings, these officers spoke with her about what her plans for the night where. She stated that she wanted to go back to Mississippi. Realizing that this individual had no friends or family in the area, these officer then filled her vehicle up with gas and gave her $70.00 in cash to help her reach her home in Mississippi. Ms. Rayne later contacted Officer Dodd by phone to inform him that she had made it back home to Mississippi. She also expressed her gratitude and appreciation for what he and his fellow officers had done for her.

The actions described above are just an example of what outstanding officers and valuable assets these officers are to the Mount Holly Police Department and the community we serve. They are dedicated to the department and community, and determined to make a difference.

Sincerely,

M.E. Walls

Sergeant M.E. Walls

PUBLIC HEARINGS

OLD BUSINESS

MEMORANDUM

TO: Mayor and City Council, City of Mount Holly

FROM: Marie M. Anders, Assistant City Attorney

RE: Revision to the Golf Cart Ordinance

DATE: September 5, 2019

At the August 26, 2019, Work Session, Council discussed revising the golf cart ordinance to allow golf carts to be operated on some additional roads. In addition, Council discussed having golf cart registrants sign a liability waiver form. I have worked with Chief Roper and Deputy Chief Reagan on the enclosed proposed revision to the ordinance and liability waiver, as follows:

1. Golf carts will now be allowed on non-residential streets as well as residential streets within the city limits. NCGS 160A-300.6 provides that the City may regulate the operation of golf carts "on any public street, road, or highway where the speed limit is 35 miles per hour or less within its municipal limits or on any property owned or leased by the city." Therefore, under state law golf carts are not just limited to City streets and can be operated on certain state-maintained roads. The proposed revision to the ordinance removes the restriction to residential roads.

2. Golf carts will now be allowed on certain roads that have a speed limit of 35 miles per hour or less. The proposed revision to the ordinance removes the restriction to roads with speed limits of 25 miles per hour or less.

3. The proposed revision to the ordinance specifies that golf carts may not be operated on Highways 273, 27, or 16. The ordinance states that golf carts may only be operated on public roads "that have been proclaimed certified golf cart roads" and meet the criteria in the ordinance. The Police Chief certifies golf cart roads that meet the criteria of the ordinance and maintains a map of certified golf cart roads. This proposed revision would state that the Police Chief may not add Highways 273, 27, or 16 to the map of certified golf cart roads.

4. The proposed revision clarifies the disclaimer, liability, and assumption of risk language in Sec. 13-73 of the ordinance. The police department will now have golf cart registrants sign that section of the ordinance to confirm that they have read it.

Mount Holly Police Department
City of Mount Holly
Application for Golf Cart Permit

Disclaimer, Liability, and Assumption of Risk

The establishment of a golf cart ordinance is necessary to address the interests of public safety. Golf carts are not designed or manufactured to be used on public streets, roads, and highways, and the City in no way advocates or endorses their operation on the roads. The City, by regulating such operation, is merely trying to address obvious safety issues, and adoption of this Ordinance is not to be relied upon as a determination that operation on roads is safe or advisable if done in accordance with this Ordinance. All persons who operate or ride upon carts on roads do so at their own risk and peril, and operators assume all liability for the operation of the cart and must be observant of and attentive to the safety of themselves and others, including their passengers, other motorists, bicyclists, and pedestrians. The City has no liability for accidents, injuries, or death involving the operation of a golf cart or under any theory of liability for permitting carts to be operated on roads. Any person who operates a cart must procure liability insurance sufficient to cover the risks involved in using a cart on the roads of the City.

Witness:

_____
Signature

_____
Print Name

_____
Date

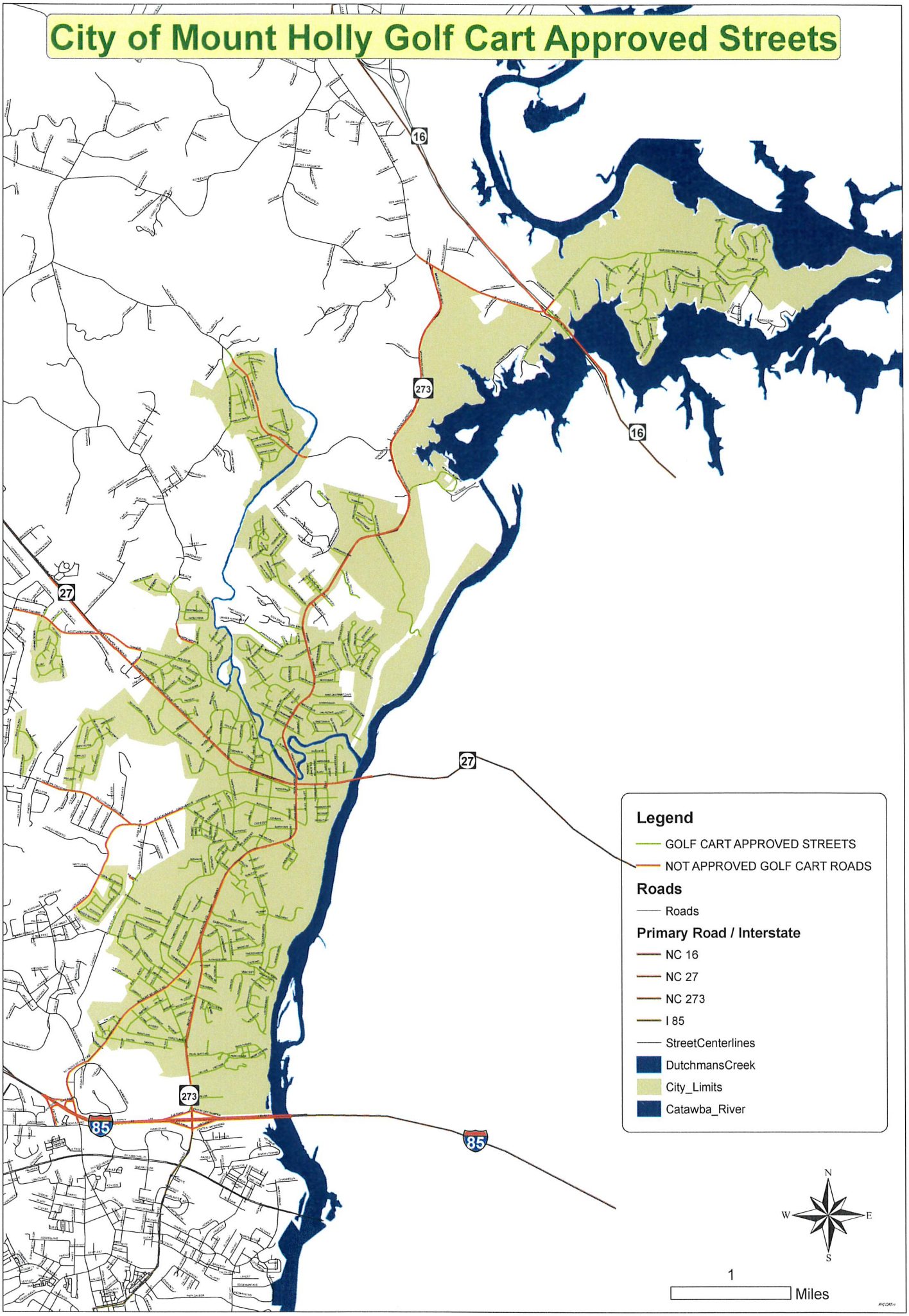
Owner:

_____
Signature

_____
Print Name

_____
Date

City of Mount Holly Golf Cart Approved Streets



RESOLUTION TO AMEND SECTIONS OF
CHAPTER 13 ENTITLED, "MOTOR VEHICLES AND TRAFFIC,"
OF THE MOUNT HOLLY CITY CODE

BE IT RESOLVED that the City Council hereby amends Chapter 13 entitled, "Motor Vehicles and Traffic", of the Mount Holly City Code as follows:

Sec. 13-73 reads as re-written:

"Sec. 13-73. Purpose, disclaimer, liability, and assumption of risk.

The establishment of a golf cart ordinance is necessary to address the interests of public safety. Golf carts are not designed or manufactured to be used on public streets, roads, and highways, and the City in no way advocates or endorses their operation on roads. The City, by regulating such operation, is merely trying to address obvious safety issues, and adoption of this Ordinance is not to be relied upon as a determination that operation on roads is safe or advisable if done in accordance with this Ordinance. All persons who operate or ride upon carts on roads do so at their own risk and peril, and operators assume all liability for the operation of the cart and must be observant of and attentive to the safety of themselves and others, including their passengers, other motorists, bicyclists, and pedestrians. The City has no liability for accidents, injuries, or death involving the operation of a golf cart or under any theory of liability for permitting carts to be operated on roads. ~~under special legislation granted by the State Legislature.~~ Any person who operates a cart must procure liability insurance sufficient to cover the risks involved in using a cart on the roads of the City."

Sec. 13-77 reads as re-written:

"Sec. 13-77. Certified golf cart roads.

Golf carts may be operated only upon certain public ~~residential~~ streets or segments of public ~~residential~~ streets that have been proclaimed certified golf cart roads in accordance with this section. Maps designating certified golf cart roads will be maintained at the Police Department and at City Hall, and may be inspected upon request.

To certify streets or segments of streets which have not been previously certified as golf cart roads, applicant must apply for certification on a form provided by the Police Department. The Police Chief or his or her designee will review the application and approve or deny certification of the street or street segment as a certified golf cart road based upon the following criteria:

(1) The street must be a public street, road, or highway located within the City of Mount Holly and not have a posted speed limit of greater than 35~~25~~ miles per hour;

(2) Golf carts may not be operated on the following streets or roadways regardless of the speed limit, except that golf carts may cross the below listed streets or roadways perpendicularly to gain access from an approved street or roadway to another approved street or roadway:

(a) Any portion of N.C. 273, including, but not limited to, Beatty Drive, South Main Street from the intersection of Rose Street to the intersection of Rankin Avenue, any portion of Highland Street, North Main from the intersection of

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East Charlotte Avenue to Mountain Island Road, and Mountain Island Highway to Lucia Riverbend Highway;

(b) Any portion of N.C. 27; or

(c) Any portion of N.C. Highway 16.

~~(2) The street must be located within a residential neighborhood;~~

(3) The street must be reasonably safe for the operation of golf carts in conjunction with existing traffic after looking at all factors, including: width of street, sight distances, horizontal and vertical curvature, intersections, parking, location relative to a school or daycare center, the existence of traffic lights or other traffic control devices, and the speed, volume, and character of motor vehicle traffic using the street; and

(4) Any other factors that the Police Chief or his or her designee deems necessary when evaluating a particular street."

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