# May 10, 2021
# Council Meeting

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

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

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

**May 10, 2021**
**7:00 P.M.**

**CALL TO ORDER BY THE MAYOR**

**INVOCATION**
Reverend Janet DeWater at First Presbyterian Church

**PLEDGE OF ALLEGIANCE**

**SET THE AGENDA**

**CONSENT AGENDA**

1. Approval of the 2020-2021 Audit Contract
2. Approval of Bond Council Contract with Parker Poe
3. Approval of Bond Advisor Contract with First Tryon
4. Approval of Joint Access Road Agreement with Jacob and Nicole Morton
5. Approval of a Resolution Directing Publication of Notice of Intent to apply to the Local Government Commission (LGC)
6. Approval of a Resolution Authorizing the Finance Director to apply to the Local Government Commission (LGC) and Making Certain Findings of Facts
7. Approval of Memorandum of Understanding with the Mount Holly Community Development Foundation
8. Approval of a Regional Law Enforcement Mutual Aid Agreement
9. Approval of a Resolution in Support of the Charlotte Area Transit System's (CATS) West Corridor Extending into Downtown Gastonia
10. Approval of a Proclamation Recognizing May 15, 2021 as Peace Officers Memorial Day
11. Call for public hearing for a text amendment to Section 3.10 Fences and Walls of the Zoning Ordinance to include fence maintenance standards
12. Call for public hearing for a text amendment Section 5.20 South Gateway Overlay District of the Zoning Ordinance to prohibit service stations (gasoline)
13. Call for a Public Hearing on the 2021-2022 Proposed Fiscal Year Budget and Fee Schedule
14. Approval of Minutes of the April 26, 2021 Council Work Session Meeting

**PRESENTATIONS**

1. Swearing-In of Fire Fighter Zech Wiggs — *Mayor Bryan Hough*
2. Update from Montcross Area Chamber — *Marc Jordan*

**PUBLIC HEARING**

1. Public hearing on text amendment for NC GS 160D updates to Land Use Regulations in the Zoning Ordinance, City Code of Laws, and Subdivision & Land Development Ordinance — *Brian DuPont*

**PUBLIC COMMENT – Three (3) Minute Limit**

**OLD BUSINESS**

**NEW BUSINESS**

1. Resolution of Award for Two Brothers Utilities, LLC as the lowest bidder for the South Gateway Area Pump Station and Force Main project.
*Jonathan Wilson*

**CLOSED SESSION**

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

**ADJOURN**

# CONSENT AGENDA

# City of Mount Holly
# Action Agenda Item

| | | | |
|---|---|---|---|
| **To:** Mayor and City Council<br>**From:** Michelle Wood | **Date:** May 10, 2021<br>**Meeting Date:** May 20, 2021 | | |
| ***Agenda Item to be considered:*** | | | |
| ***Will this require a public hearing?*** | ☐ **YES** | ☒ **NO** | |
| ***Background/Purpose of Request:*** | | | |
| Approval of the 2020-2021 Fiscal Year Annual Audit | | | |
| ***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:*** | $39,417.19 | | |
| ***Budget Code:*** | 10-00-4120-194- $18,958.60<br>62-91-7110-194 -$18,958.60<br>24-00-4920-194 – $1,500.00 | | |
| Reviewed by City Attorney | ☐ YES | ☒ NO | ☐ N/A |

***Manager/Staff Recommendation:*** Finance Officer recommends approval of this contract

***Result of City Council Decision:***_____

***Attachments:***

# CONTRACT TO AUDIT ACCOUNTS



| | |
|---|---|
| The | Governing Board<br>City Council |
| of | Primary Government Unit (or charter holder)<br>City of Mount Holly, NC |
| and | Discretely Presented Component Unit (DPCU) (if applicable)<br>Mount Holly Tourism Development Authority |

*Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)*

| | |
|---|---|
| and | Auditor Name<br>Martin Starnes & Associates, CPAs, P.A. |
| | Auditor Address<br>730 13th Avenue Dr. SE, Hickory, NC 28602 |

*Hereinafter referred to as Auditor*

| | Fiscal Year Ending | Audit Report Due Date |
|---|---|---|
| for | 06/30/21 | 10/31/21 |

*Must be within four months of FYE*

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).

2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit performed under the requirements found in Subpart F of the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards.* The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Accounting Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's (Units') records for audit, financial statement preparation, any finance-related investigations, or any other audit- related work in the State of North Carolina. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.

9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.)[G.S. 159-34 and 115C-447] All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved 'with approval date shall be returned to

the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).

11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC along with an Audit Report Reissued Form (available on the Department of State Treasurer website). These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the

Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to charter schools or hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 28 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to charter schools or hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and Governmental Auditing Standards, 2018 Revision (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;

b) the status of the prior year audit findings;

c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and

d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern.

30. Applicable to charter school contracts only: No indebtedness of any kind incurred or created by the charter school shall constitute an indebtedness of the State or its political subdivisions, and no indebtedness of the charter school shall involve or be secured by the faith, credit, or taxing power of the State or its political subdivisions.

31. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 16 for clarification).

32. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit

33. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

34. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

## FEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Governmental Auditing Standards,2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by: ☑Auditor ☐Governmental Unit ☐Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

| *Name:* | *Title and Unit / Company:* | *Email Address:* |
|---|---|---|
| Robert E. Faulkner | Partner/Consultant, Faulkner & Thompson, P.A. | bfaulkner@fandt.biz |

**OR Not Applicable** ☐ *(Identification of SKE Individual not applicable for GAAS-only audit or audits with FYEs prior to June 30, 2020.)*

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the billings for the last annual audit of the unit submitted to the Secretary of the LGC. Should the 75% cap provided below conflict with the cap calculated by LGC Staff based on the billings on file with the LGC, the LGC calculation prevails. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

**PRIMARY GOVERNMENT FEES**

| | |
|---|---|
| Primary Government Unit | City of Mount Holly, NC |
| Audit Fee | $ See fee section of engagement letter |
| ***Additional Fees Not Included in Audit Fee:*** | |
| Fee per Major Program | $ See fee section of engagement letter |
| Writing Financial Statements | $ See fee section of engagement letter |
| All Other Non-Attest Services | $ N/A |
| **75% Cap for Interim Invoice Approval** *(not applicable to hospital contracts)* | $ 31,533.75 |

**DPCU FEES (if applicable)**

| | |
|---|---|
| Discretely Presented Component Unit | Mount Holly Tourism Development Authority |
| Audit Fee | $ Included in City's audit fees |
| ***Additional Fees Not Included in Audit Fee:*** | |
| Fee per Major Program | $ |
| Writing Financial Statements | $ |
| All Other Non-Attest Services | $ |
| **75% Cap for Interim Invoice Approval** *(not applicable to hospital contracts)* | $ |

## SIGNATURE PAGE

### AUDIT FIRM

| | |
|---|---|
| Audit Firm*<br>Martin Starnes & Associates, CPAs, P.A. | |
| Authorized Firm Representative (typed or printed)*<br>Amber Y. McGhinnis | Signature*<br>Amber Y. McGhinnis |
| Date*<br>05/03/21 | Email Address*<br>amcghinnis@msa.cpa |

### GOVERNMENTAL UNIT

| | |
|---|---|
| Governmental Unit*<br>City of Mount Holly, NC | |
| Date Primary Government Unit Governing Board Approved Audit Contract*<br>(G.S.159-34(a) or G.S.115C-447(a)) | |
| Mayor/Chairperson (typed or printed)*<br>Bryan Hough, Mayor | Signature* |
| Date | Email Address<br>bryan.hough@mtholly.us |

| | |
|---|---|
| Chair of Audit Committee (typed or printed, or "NA")<br>N/A | Signature |
| Date | Email Address |

### GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
Not applicable to hospital contracts.

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

| | |
|---|---|
| Primary Governmental Unit Finance Officer* (typed or printed)<br>Michelle Wood, Finance Director | Signature* |
| Date of Pre-Audit Certificate* | Email Address*<br>michelle.wood@mtholly.us |

## SIGNATURE PAGE – DPCU
### (complete only if applicable)

### DISCRETELY PRESENTED COMPONENT UNIT

| | |
|---|---|
| DPCU*<br>Mount Holly Tourism Development Authority | |
| Date DPCU Governing Board Approved Audit Contract* (Ref: G.S. 159-34(a) or G.S. 115C-447(a)) | |
| DPCU Chairperson (typed or printed)*<br>Michael Holdenrid, TDA Chair | Signature* |
| Date* | Email Address*<br>michael@highnc.com |

| | |
|---|---|
| Chair of Audit Committee (typed or printed, or "NA")<br>N/A | Signature |
| Date | Email Address |

### DPCU – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
Not applicable to hospital contracts.

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

| | |
|---|---|
| DPCU Finance Officer (typed or printed)*<br>Michelle Wood, Finance Director | Signature* |
| Date of Pre-Audit Certificate* | Email Address*<br>michelle.wood@mtholly.us |

Remember to print this form, and obtain all required signatures prior to submission.

PRINT

KWH
Koonce, Wooten & Haywood, LLP
CERTIFIED PUBLIC ACCOUNTANTS

# Report on the Firm's System of Quality Control

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

We have reviewed the system of quality control for the accounting and auditing practice of Martin Starnes & Associates CPAs, P.A. (the firm) in effect for the year ended December 31, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

## Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

## Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

## Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards,* including compliance audits under the Single Audit Act and an audit of an employee benefit plan.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

## Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Martin Starnes & Associates CPAs, P.A. in effect for the year ended December 31, 2017, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies)* or *fail*. Martin Starnes & Associates CPAs, P.A. has received a peer review rating of pass.

Koonce, Wooten & Haywood, LLP

Koonce, Wooten & Haywood, LLP

May 3, 2018

**Raleigh**
4060 Barrett Drive
Post Office Box 17806
Raleigh, North Carolina 27619

919 782 9265
919 783 8937 FAX

**Durham**
3500 Westgate Drive
Suite 203
Durham, North Carolina 27707

919 354 2584
919 489 8183 FAX

**Pittsboro**
10 Sanford Road
Post Office Box 1399
Pittsboro, North Carolina 27312

919 542 6000
919 542 5764 FAX

MARTIN ◆ STARNES
& ASSOCIATES, CPAs, P.A.
*"A Professional Association of Certified Public Accountants and Management Consultants"*

May 3, 2021

Michelle Wood, Finance Officer
City of Mount Holly
400 E Central Avenue
Mount Holly, NC 28120

You have requested that we audit the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Mount Holly, NC, as of June 30, 2021, and for the year then ended, and the related notes, which collectively comprise the City of Mount Holly's basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objective of our expressing an opinion on each opinion unit applicable to those basic financial statements.

Accounting principles generally accepted in the United States of America (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB) require that certain supplementary information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis
- Law Enforcement Officers' Special Separation Allowance schedules
- Other Post-Employment Benefits' schedules
- Local Government Employees' Retirement System's schedules

730 13th Avenue Drive SE ◆ Hickory, NC 28602 ◆ 828-327-2727 ◆ Fax 828-328-2324
13 South Center Street ◆ Taylorsville, NC 28681 ◆ 828-632-9025 ◆ Fax 828-632-9085
800-948-0585 ◆ www.martinstarnes.com

Supplementary information other than RSI will accompany the City of Mount Holly's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with U.S. GAAS. We intend to provide an opinion on the following supplementary information in relation to the basic financial statements as a whole:

- Combining and individual fund financial statements
- Budget and actual schedules
- Supplemental ad valorem tax schedules
- Other schedules

We will make reference to the component unit auditor's audit of the City of Mount Holly ABC Board in our report on your financial statements.

**Auditor Responsibilities**

We will conduct our audit in accordance with U.S. GAAS and *Government Auditing Standards*. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the basic financial statements, whether due to fraud or error, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the basic financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and the direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the basic financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements (whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the basic financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we have identified during the audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add an emphasis-of-matter or other-matter paragraph(s). If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

## Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of the City of Mount Holly's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion.

## Management's Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;
3. To provide us with:
   a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements, such as records, documentation, and other matters;
   b. Additional information that we may request from management for the purpose of the audit; and
   c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
4. For including the auditor's report in any document containing basic financial statements that indicates that such financial statements have been audited by the entity's auditor;
5. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
6. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current period(s) under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole;
7. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work (if applicable);
8. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets.
9. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant roles in internal control and others where fraud could have a material effect on the financials; and
10. For the accuracy and completeness of all information provided.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We will perform the following nonattest services:

- Draft of financial statements and footnotes
- GASB 34 conversion entries
- Preparation of AFIR
- Preparation of LGC's data input worksheet

We will not assume management responsibilities on behalf of the City of Mount Holly. However, we will provide advice and recommendations to assist management of the City of Mount Holly in performing its responsibilities.

With respect to any nonattest services we perform as listed above, the City of Mount Holly's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the engagement are as follows:

- We will perform the services in accordance with applicable professional standards.
- This engagement is limited to the services previously outlined. Our firm, in its sole professional judgement, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account codings and approving journal entries.

**Reporting**

We will issue a written report upon completion of our audit of the City of Mount Holly's basic financial statements. Our report will be addressed to the governing body of the City of Mount Holly. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance will not be an objective of the audit and, therefore, no such opinion will be expressed.

**Other**

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

During the course of the engagement, a portal will be in place for information to be shared, but not stored. Our policy is to terminate access to this portal after one year. The City is responsible for data backup for business continuity and disaster recovery, and our workpaper documentation is not to be used for these purposes.

**Provisions of Engagement Administration and Fees**

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Marcie Spivey is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising Martin Starnes & Associates, CPAs, P.A.'s services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. To ensure that our independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Our fees for these services are as follows:

| | |
|---|---|
| Audit Fee | $ 36,645 |
| Single Audit Fees (if applicable) | 2,000 |
| Financial Statement Drafting | 5,400 |
| Other Non-Attest Services | - |
| | $ 44,045 |

Our invoices for these fees will be rendered in four installments as work progresses and are payable upon presentation. In accordance with our firm policies, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for non-payment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the City of Mount Holly's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

If we determine that we are required to perform a single audit in accordance with the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act, and these procedures and related fees were not included in our quoted fees, we may amend our audit contract and supplemental bill for these additional procedures.

We want our clients to receive the maximum value for our professional services and to perceive that our fees are reasonable and fair. In working to provide you with such value, we find there are certain circumstances that can cause us to perform work in excess of that contemplated in our fee estimate.

Following are some of the more common reasons for potential supplemental billings:

*Changing Laws and Regulations*

There are many governmental and rule-making boards that regularly add or change their requirements. Although we attempt to plan our work to anticipate the requirements that will affect our engagement, there are times when this is not possible. We will discuss these situations with you at the earliest possible time in order to make the necessary adjustments and amendments in our engagement.

*Incorrect Accounting Methods or Errors in Client Records*

We base our fee estimates on the expectation that client accounting records are in order so that our work can be completed using our standard testing and accounting procedures. However, should we find numerous errors, incomplete records, or the application of incorrect accounting methods, we will have to perform additional work to make the corrections and reflect those changes in the financial statements.

*Failure to Prepare for the Engagement*

In an effort to minimize your fees, we assign you the responsibility for the preparation of schedules and documents needed for the engagement. We also discuss matters such as availability of your key personnel, deadlines, and work space. If your personnel are unable, for whatever reasons, to provide these items as previously agreed upon, it might substantially increase the work we must do to complete the engagement within the scheduled time.

*Starting and Stopping Our Work*

If we must withdraw our staff because of the condition of the client's records, or the failure to provide agreed upon items within the established timeline for the engagement, we will not be able to perform our work in a timely, efficient manner, as established by our engagement plan. This will result in additional fees, as we must reschedule our personnel and incur additional start-up costs.

Our fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our fees for such services range from $75-$300 per hour.

*Government Auditing Standards* require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

At the conclusion of our audit engagement, we will communicate to management and those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of Martin Starnes & Associates, CPAs, P.A. and constitutes confidential information. However, we may be requested to make certain audit documentation available to the Local Government Commission, Office of the State Auditor, federal or state agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Martin Starnes & Associates, CPAs, P.A.'s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm to the Contract to Audit Accounts for your consideration and files.

Please sign and return a copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the basic financial statements, including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

Martin Starnes & Associates, CPAs, P.A.

Martin Starnes & Associates, CPAs, P.A.
Hickory, North Carolina

RESPONSE:

This letter correctly sets forth the understanding of the City of Mount Holly.

Acknowledged and agreed on behalf of the City of Mount Holly by:

Name: ______________________________

Title: ______________________________

Date: ______________________________

MARTIN ♦ STARNES
& ASSOCIATES, CPAs, P.A.
*"A Professional Association of Certified Public Accountants and Management Consultants"*

May 3, 2021

Michelle Wood, Finance Director
Mount Holly TDA
400 E Central Avenue
Mount Holly, NC 28120

You have requested that we audit the governmental activities and the major fund of the Mount Holly Tourism Development Authority, as of June 30, 2021, and for the year then ended, and the related notes, which collectively comprise the Mount Holly Tourism Development Authority's basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objective of our expressing an opinion on each opinion unit applicable to those basic financial statements.

Accounting principles generally accepted in the United States of America (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB) require that certain supplementary information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis

Supplementary information other than RSI will accompany the Mount Holly Tourism Development Authority's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with U.S. GAAS. We intend to provide an opinion on the following supplementary information in relation to the basic financial statements as a whole:

- Balance Sheet
- Schedule of Revenues and Expenditures

730 13th Avenue Drive SE ♦ Hickory, NC 28602 ♦ 828-327-2727 ♦ Fax 828-328-2324
13 South Center Street ♦ Taylorsville, NC 28681 ♦ 828-632-9025 ♦ Fax 828-632-9085
800-948-0585 ♦ www.martinstarnes.com

**Auditor Responsibilities**

We will conduct our audit in accordance with U.S. GAAS. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the basic financial statements, whether due to fraud or error, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the basic financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and the direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the basic financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements (whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the basic financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we have identified during the audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add an emphasis-of-matter or other-matter paragraph(s). If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

**Compliance with Laws and Regulations**

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of the Mount Holly Tourism Development Authority's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion.

**Management's Responsibilities**

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;
3. To provide us with:
   a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements, such as records, documentation, and other matters;
   b. Additional information that we may request from management for the purpose of the audit; and
   c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
4. For including the auditor's report in any document containing basic financial statements that indicates that such financial statements have been audited by the entity's auditor;
5. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
6. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current period(s) under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole;
7. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work (if applicable);
8. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets.
9. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant roles in internal control and others where fraud could have a material effect on the financials; and
10. For the accuracy and completeness of all information provided.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We will perform the following nonattest services:

- Draft of financial statements and footnotes

We will not assume management responsibilities on behalf of the Mount Holly Tourism Development Authority. However, we will provide advice and recommendations to assist management of the Mount Holly Tourism Development Authority in performing its responsibilities.

With respect to any nonattest services we perform as listed above, the Mount Holly Tourism Development Authority's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the engagement are as follows:

- We will perform the services in accordance with applicable professional standards.
- This engagement is limited to the services previously outlined. Our firm, in its sole professional judgement, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account codings and approving journal entries.

**Reporting**

The financial statements for the Mount Holly Tourism Development Authority will be included in the financial statements of the City of Mount Holly. We will issue a written report upon completion of our audit of the Mount Holly Tourism Development Authority's basic financial statements. Our report will be addressed to the governing body of the City of Mount Holly. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

**Other**

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

During the course of the engagement, a portal will be in place for information to be shared, but not stored. Our policy is to terminate access to this portal after one year. The TDA is responsible for data backup for business continuity and disaster recovery, and our workpaper documentation is not to be used for those purposes.

**Provisions of Engagement Administration and Fees**

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Marcie Spivey is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising Martin Starnes & Associates, CPAs, P.A.'s services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. To ensure that our independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Our fees for these services are included in the engagement letter and contract for the City of Mount Holly.

Our invoices for these fees will be rendered in four installments as work progresses and are payable upon presentation. In accordance with our firm policies, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for non-payment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the Mount Holly Tourism Development Authority's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

If we determine that we are required to perform a single audit in accordance with the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act, and these procedures and related fees were not included in our quoted fees, we may amend our audit contract and supplemental bill for these additional procedures.

We want our clients to receive the maximum value for our professional services and to perceive that our fees are reasonable and fair. In working to provide you with such value, we find there are certain circumstances that can cause us to perform work in excess of that contemplated in our fee estimate.

Following are some of the more common reasons for potential supplemental billings:

*Changing Laws and Regulations*

There are many governmental and rule-making boards that regularly add or change their requirements. Although we attempt to plan our work to anticipate the requirements that will affect our engagement, there are times when this is not possible. We will discuss these situations with you at the earliest possible time in order to make the necessary adjustments and amendments in our engagement.

*Incorrect Accounting Methods or Errors in Client Records*

We base our fee estimates on the expectation that client accounting records are in order so that our work can be completed using our standard testing and accounting procedures. However, should we find numerous errors, incomplete records, or the application of incorrect accounting methods, we will have to perform additional work to make the corrections and reflect those changes in the financial statements.

*Failure to Prepare for the Engagement*

In an effort to minimize your fees, we assign you the responsibility for the preparation of schedules and documents needed for the engagement. We also discuss matters such as availability of your key personnel, deadlines, and work space. If your personnel are unable, for whatever reasons, to provide these items as previously agreed upon, it might substantially increase the work we must do to complete the engagement within the scheduled time.

*Starting and Stopping Our Work*

If we must withdraw our staff because of the condition of the client's records, or the failure to provide agreed upon items within the established timeline for the engagement, we will not be able to perform our work in a timely, efficient manner, as established by our engagement plan. This will result in additional fees, as we must reschedule our personnel and incur additional start-up costs.

Our fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our fees for such services range from $75-$300 per hour.

*Government Auditing Standards* require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

At the conclusion of our audit engagement, we will communicate to management and those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of Martin Starnes & Associates, CPAs, P.A. and constitutes confidential information. However, we may be requested to make certain audit documentation available to the Local Government Commission, Office of the State Auditor, federal or state agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Martin Starnes & Associates, CPAs, P.A.'s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

We have attached a copy of our latest external peer review report of our firm to the Contract to Audit Accounts for your consideration and files.

Please sign and return a copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the basic financial statements, including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

*Martin Starnes & Associates, CPAs, P.A.*

Martin Starnes & Associates, CPAs, P.A.
Hickory, North Carolina

RESPONSE:

This letter correctly sets forth the understanding of the Mount Holly Tourism Development Authority.

Acknowledged and agreed on behalf of the Mount Holly Tourism Development Authority by:

Name: ______________________________

Title: ______________________________

Date: ______________________________

# City of Mount Holly
# Action Agenda Item

| | | | |
|---|---|---|---|
| **To:** | Mayor and City Council | **Date:** | May 3, 2021 |
| **From:** | Miles Braswell, City Manager | **Meeting Date:** | May 10, 2021 |

***Agenda Item to be considered:***

Parks Bond Referendum – Professional Consulting Services

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

***Background/Purpose of Request:***

For the upcoming Parks Bond Referendum, bond counsel and financial advising is required. Staff has engaged the professional services of Parker Poe Adams & Bernstein LLP and First Tryon Advisors to perform these services. The approximate fees are structured in two categories: 1.) if the bond is approved at the referendum, or 2.) if the bond is not approved at the referendum.

These fees are budgeted for Fiscal Year 2021-2022.

## *Fiscal Impact:*

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

***Manager/Staff Recommendation:***

***Result of City Council Decision:_____***

***Attachments:***

- ***Parker Poe Adams & Bernstein LLP – Engagement Letter dated April 20, 2021***
- ***First Tryon Advisors – Work Order Number 3 and Work Order Number 4***

Parker Poe

Atlanta, GA
Charleston, SC
Charlotte, NC
Columbia, SC
Greenville, SC
Raleigh, NC
Spartanburg, SC
Washington, DC

April 20, 2021

Via Email

Miles Braswell
City Manager
City of Mount Holly
PO Box 406
Mount Holly, NC 28120
miles.braswell@mtholly.us

***City of Mount Holly, North Carolina***
***General Obligation Bonds***
***(November 2021 Referendum)***

Dear Miles:

You have asked Parker Poe Adams & Bernstein LLP to assist the City of Mount Holly, North Carolina (the *"City"*) as bond counsel with respect to a November 2021 referendum for the City's General Obligation Bonds for parks and recreation facilities (the *"Bonds"*). Our services as bond counsel include:

1. participation in meetings with City Council and staff;

2. preparation of various resolutions relating to the authorization of the referendum on the question as to whether to approve the issuance of the Bonds;

3. preparation of all other papers required as a condition precedent to the execution and delivery of the Bonds;

4. assistance to the City with respect to matters before the Local Government Commission and the rating agencies;

5. participation with the Local Government Commission in the drafting of the documents for the sale of the Bonds;

6. delivery of an opinion as to the validity of the Bonds and the federal and state tax treatment of the interest on the Bonds, subject to usual and customary exceptions.

The firm will provide bond counsel services on the following basis:

If the Bonds are not approved at the referendum or the City Council determines to terminate the proceedings for the referendum, we will charge the City for our services at our actual hourly rates for the time expended; the total costs generally are between $5,000 and $10,000. If any of the Bonds are approved at the referendum, we will charge the City a fee which includes the cost of the work on the referendum and is payable when the Bonds are issued so that the City does not have out-of-pocket legal expenses until the Bonds are issued. If the Bonds are approved at the referendum, our total fee would be based on the number of sales used to fully issue the Bonds. Many local governments use multiple sales over several years once the Bonds are approved. The firm would expect to negotiate a fee with the City at the time of the first and each subsequent sale of the Obligation Bonds. A current estimate of a fee for the first sale of bonds is $35,000, but such fee could vary depending on the size and method of the bond sale.

In each case, we would also expect reimbursement of disbursements incurred on behalf of the City for such items as photocopying, long distance telephone, travel, facsimile, express delivery and preparation of the transcripts. These generally are relatively small these days because so much is delivered through the internet.

We look forward to working with the City to meet its capital financing needs.

Very truly yours,

Scott E. Leo

Scott E. Leo, Esq.

**AGREED TO:**

**CITY OF MOUNT HOLLY, NORTH CAROLINA**

By: ________________________________

City Manager

**PARKER POE ADAMS & BERNSTEIN LLP**

**STANDARD TERMS OF ENGAGEMENT REGARDING LEGAL REPRESENTATION**

1. Scope of Work and Limitations. The scope of our work and the limitations on the services to be performed will be in accordance with the Engagement Letter.

2. No Guaranteed or Contingent Outcome. While we will perform our professional services on behalf of the client to the best of our ability under the circumstances, we cannot and have not made any guarantees regarding the outcome of our professional efforts. Any expressions about the possible outcome of the matter or the results achievable are our best professional estimates only, and are limited by our knowledge at the time they are expressed.

3. Communications. As requested, we will send to the client copies of pertinent correspondence, documents and other materials prepared or received by us in the course of the representation. The client is encouraged to contact us as to any questions or comments regarding the services, fees, or status of the matter or as to any pertinent facts or considerations which may come to the attention of the client. Material information and documents received by the client should be forwarded to the firm without delay.

4. Attorney Assignment. Each client will have an attorney who shall have primary responsibility for the client's matters. When appropriate, work on the client's matters may be assigned to other attorneys in the firm who have a sufficient level of experience and time availability to handle competently and efficiently portions or all of the client's matters. In addition, assistance of non-attorney support personnel under the direct supervision of firm attorneys may be required, as appropriate.

5. Confidentiality. The firm will protect the confidence of the client and will not divulge confidential information concerning the client's business or legal matters, as required by the Rules of Professional Conduct. However, we understand that, unless you advise us to the contrary, you do not object to our mentioning to others our representation of you or our listing of your name as one of our clients in professional literature or in material published about this law firm.

6. Termination. The firm reserves the right to withdraw from representing the client upon written notice at any time, with or without cause. Likewise, the client may terminate the firm's services prospectively upon written notice to the firm. If the client terminates the firm's services or elects not to issue the Bonds, the firm and the client will mutually agree at that time on appropriate compensation based on the amount of time the firm has spent on the matter to that date. Unless otherwise requested by the client, the firm will consider the representation terminated upon either the termination of the bond proceedings, the failure of the bond referendum or the completion of the financing.

FIRST TRYON ADVISORS

1355 Greenwood Cliff, Suite 400
Charlotte, NC 28204

# WORK ORDER NUMBER 3

**WORK ORDER** to the Agreement dated November 16, 2016, by and between City of Mount Holly, North Carolina (the "**Client**") and First Tryon Securities, LLC, d/b/a First Tryon Advisors ("**First Tryon**").

## SERVICES

First Tryon will provide the following Services under this Work Order:

Phase 1:

- Build and update a model to assist in evaluating the impact of financing parks and recreation projects on the City's tax rate.
- Advice and assistance with respect to the timing of a potential General Obligation Bond referendum.
- Attend meetings of the governing body of the Client, its staff, representatives or committees and present materials as requested when First Tryon may be of assistance or service and the subject of capital planning and potential financings or related topics are to be discussed.
- Serve as the primary point of contact between the Client and the LGC, prepare the Client for, and participate in, any meetings and calls with LGC staff, including, preparation of customary materials for any required "pre-application" meeting.

Phase 2:

- Continue to evaluate the potential tax impact associated with funding the Client's anticipated parks and recreation projects.
- Review and provide comments and/or required information, as appropriate, on all bond / referendum documentation.
- Assist in preparing the Client's application to the LGC for approval of a General Obligation Bond referendum.

## TERM

- Phase 1: Expected to cover all services through June 30, 2021, unless terminated earlier in accordance with the Agreement.
- Phase 2: Expected to cover all services beginning July 1, 2021 and ending on November 2, 2021, unless terminated earlier in accordance with the Agreement.

**COMPENSATION**

In establishing fees, First Tryon takes into account multiple factors, including the efficiency with which the work was done, the result achieved, the complexity of the matter and any special experience or expertise applied to it, any extraordinary scheduling or preemptive attention devoted to the project, and the degree of professional responsibility or liability undertaken by the firm.

For Services to be performed in connection with this Work Order, First Tryon proposes the following fees:

- Phase 1: $7,500
- Phase 2: $5,000

Such fees may vary if (1) the contemplated financing structure or assignment changes materially during the course of the Term or (2) unusual or unforeseen circumstances arise which require a significant increase in the type or scope of First Tryon's responsibilities. First Tryon will consult with the Client if at any time First Tryon believes that circumstances require an adjustment to its fees beyond the estimate set forth above.

In addition to the compensation outlined above, the Client will reimburse First Tryon for out-of-pocket expenses incurred in connection with the Services. Customary out-of-pocket expenses include, without limitation, costs of travel, meals, lodging, printing/copying, etc. First Tryon will bill the Client for such expenses at cost, with no mark-up.

[Signatures Begin on Following Page]

**AGREED AND ACCEPTED this _________ day of ____________, 2021:**

**FIRST TRYON SECURITIES, LLC,**
**D/B/A FIRST TRYON ADVISORS**

By: David Cheatwood
David Cheatwood
Managing Director

**CITY OF MOUNT HOLLY, NORTH CAROLINA**

By: ____________________
Name: ____________________
Title: ____________________

1355 Greenwood Cliff, Suite 400
Charlotte, NC 28204

**WORK ORDER NUMBER 4**

**WORK ORDER** to the Agreement dated November 16, 2016, by and between City of Mount Holly, North Carolina (the "**Client**") and First Tryon Securities, LLC, d/b/a First Tryon Advisors ("**First Tryon**").

**SERVICES**

In connection with the Client's potential issuance of the General Obligation Bonds (the "G.O. Bonds") approved by referendum to fund certain parks and recreation projects, First Tryon will provide the following services under this Work Order:

- Prepare and maintain a detailed financing calendar for the financing, incorporating any required notices, Council actions, public hearings and other financing milestones identified by the Client or its counsel.
- Produce quantitative schedules outlining sources and uses of funds, debt service requirements, and other data required by the Client or its bond counsel in connection with the financing.
- Coordinate activities, meetings and conference calls among the members of the working group.
- Assist in procuring any additional professionals or working group participants necessary to complete the financing (e.g., printer, trustee, etc.).
- Review and comment on all legal documents that bond counsel prepares for the authorization, execution and memorialization of the transaction.
- Advise the Client regarding current bond market conditions and other developments that would normally be expected to influence interest rates for the financing.
- Prepare and present information regarding the financing process to the Client's governing board, staff or other stakeholders, as requested.
- Provide recommendations for the Bonds to achieve terms that are favorable to, and appropriate for, the Client, including date of sale, interest payment dates, amortization, security provisions, credit enhancement and other provisions that may be helpful in meeting the Client's stated objectives.
- Develop a detailed rating strategy, including, if appropriate, (1) reviewing and developing any financial policies, (2) preparing comprehensive rating presentation materials, (3) coordinating all logistics for any meetings, visits or other interactions with any rating agency analysts, and (4) preparing the Client thoroughly for any rating agency presentation.
- Assist on day of bond sale with verifying bids, making adjustments to the final par amount and developing a set of final numbers.
- Coordinate all closing logistics to help ensure a smooth closing and to reduce demands on the Client's staff.
- Provide ongoing responses to any related questions and perform other customary tasks that might arise during the course of the financing.

**TERM**

Until closing of the G.O. Bonds, unless terminated earlier in accordance with the Agreement.

**COMPENSATION**

In establishing fees, First Tryon takes into account multiple factors, including the efficiency with which the work was done, the result achieved, the complexity of the matter and any special experience or expertise applied to it, any extraordinary scheduling or preemptive attention devoted to the project, and the degree of professional responsibility or liability undertaken by the firm.

For the Services listed in this Work Order, First Tryon proposes a fee range of $30,000 - $40,000 per bond issuance. Such fees may vary if (1) the contemplated financing structure or assignment changes materially during the course of the Term or (2) unusual or unforeseen circumstances arise which require a significant increase in the type or scope of First Tryon's responsibilities. First Tryon will consult with the Client if at any time First Tryon believes that circumstances require an adjustment to its fees beyond the estimate set forth above.

In addition to the compensation outlined above, the Client will reimburse First Tryon for out-of-pocket expenses incurred in connection with the Services. Customary out-of-pocket expenses include, without limitation, costs of travel, meals, lodging, printing/copying, etc. First Tryon will bill the Client for such expenses at cost, with no mark-up.

[Signatures Begin on Following Page]

**AGREED AND ACCEPTED this _________ day of ___________, 2021:**

**FIRST TRYON SECURITIES, LLC,**
**D/B/A FIRST TRYON ADVISORS**

By: David Cheatwood
David Cheatwood
Managing Director

**CITY OF MOUNT HOLLY, NORTH CAROLINA**

By: ____________________
Name: ____________________
Title: ____________________

MEMO

TO: Mayor, City Manager, City Council

FROM: Kemp Michael, Asst. City Attorney

DATE: May 3, 2021

RE: Joint Easement Agreement with Mortons

Attached is a proposed Easement Agrement between the City and Mr. and Mrs. Jacob Morton, to establish a joint gravel access road leaving the South side of Sandy Ford Road near Dutchmans Creek, and extending across property owned by the Mortons, continuing over a property owned by the City, and then accessing another property owned by the Mortons (Tract #3) upon which they are building their house. This gravel road was initially constructed many years ago when the first sewer line was constructed along Dutchmans Creek. The Mortons believed that the City had used some of his property to access Dutchmans Creek and store construction materials during the recent sewer extension project, and stated that they needed access as shown on the attached survey to their lot. They proposed a joint access agreement between the parties. Willis Engineering surveyed the location of a laydown yard used in the project and does not believe that it is actually on the Mortons property. Nevertheless, both parties have been using the gravel access road. It would appear to be in both parties interest to agree upon the location of the gravel access road and to grant cross easements to both parties so as to eliminate any misunderstandings in the future.

Therefore, attached please find the proposed easement agreement and map showing the gravel road, the Morton's property, and the City's property. As you can see, this easement agreement does not require additional responsibility on the City regarding maintenance of the road, except for damage beyond ordinary wear and tear caused by the City or its agents.

NORTH CAROLINA

GASTON COUNTY JOINT ACCESS ROAD AGREEMENT

THIS AGREEMENT, MADE and entered into this ____ day of __________, 2021, by and between THE CITY OF MOUNT HOLLY, a NC municipal corporation, (hereinafter "City"); and JACOB JAMES MORTON and wife, NICOLE KRISTINE MORTON;

WITNESSETH:

THAT, WHEREAS, City has a 25 foot sanitary sewer easement (hereinafter "Easement") together with a gravel access road ("hereinafter Access Road"), as shown on survey by Tony B. Sanders, dated December 22, 2020, (hereinafter "Survey"), a copy of which is attached hereto as "Exhibit A" and incorporated herein by reference. The Easement and Access Road extend within the right of way for Sandy Ford Road, along and within a portion of the property of Jacob James Morton and wife, Nicole Kristine Morton ("Morton"), described in Deed Book 5198 at Page 800, previously described in Book 5154 at Page 1687 and Book 5107 at Page 355 ("Morton Tract"), to the eastern boundary line of a tract owned by City (Deed Book 3904 at Page 565); and,

WHEREAS, Morton desires to use the existing gravel access road in common with City, and further to utilize the gravel access road as it crosses a portion of the City tract, and thereafter doubles back into Morton's tract all as shown on the Survey.

NOW THEREFORE, the parties hereby agree that City and Morton (and their successors and assigns), shall have the right and easement to use in common the Access Road for the following purposes:

1. City shall utilize the Access Road and existing Easement for all purposes in connection with the maintenance, replacement, and repair of the now existing City sewer line and any additional sewer lines as City may elect within the sewer line area, and for ingress and egress to its sewer line and accessories thereto.

2. Morton, their heirs, successors, and assigns, shall have the perpetual right and easement to utilize the aforesaid Access Road for residential use only and for the extensions of municipal utilities to serve his tract as enumerated herein if approved by the City.

3. City assumes no responsibility for the maintenance of the Access Road, and Morton shall have the right, but not the duty, to maintain and improve the Access Road. Each party shall be responsible for repairing any damage caused by such party or their contractors or agents which causes damage beyond ordinary use of the road.

4. By entering into this agreement, City is reserving unto itself, any and all rights, privileges, and easements it may have acquired heretofore, and the rights and privileges granted to City herein are in addition thereto, and are perpetual in nature and run with the land.

5. Neither party is warranting to the other party the title to the Access Road, and neither party shall in any way endanger or obstruct the free, open and continuous access by the other of the Access Road, except as may be necessary for the City to temporarily block access during the exercise of the City's foregoing activities, in which case Morton will be provided a temporary alternate road during such activities.

6. Each party indemnifies and saves harmless the other party from any claims for death, injury, or property damage resulting from the use by such party, its employees, agents, or contractors, of the access road herein described.

TO HAVE AND TO HOLD, the easements as herein above conveyed; subject, however, to any rights which North Carolina Department of Transportation may or might have in said easement areas.

IN WITNESS WHEREOF, the parties have executed this agreement or have caused the execution hereof by authority duly given, the day and year first above written.

CITY OF MOUNT HOLLY

| | |
|---|---|
| By: ____________________ | ____________________________(SEAL) |
| Bryan M. Hough, Mayor | Jacob James Morton |
| Attest:____________________ | ____________________________(SEAL) |
| Amy Miller, City Clerk | Nicole Kristine Morton |

(seal)

STATE OF NORTH CAROLINA

NOTARY ACKNOWLEDGMENT

COUNTY OF GASTON

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

Witness my hand and notarial seal, this _______ day of ____________, 2021.

_________________________________
Notary Public

My commission expires: _________________

(seal)

STATE OF NORTH CAROLINA
COUNTY OF GASTON

NOTARY ACKNOWLEDGMENT

I, ___________________________, a Notary Public in and for said County and State, do hereby certify that Jacob James Morton and Nicole Kristine Morton personally appeared before me this day and duly acknowledged the execution of the foregoing instrument for the purposes therein expressed.

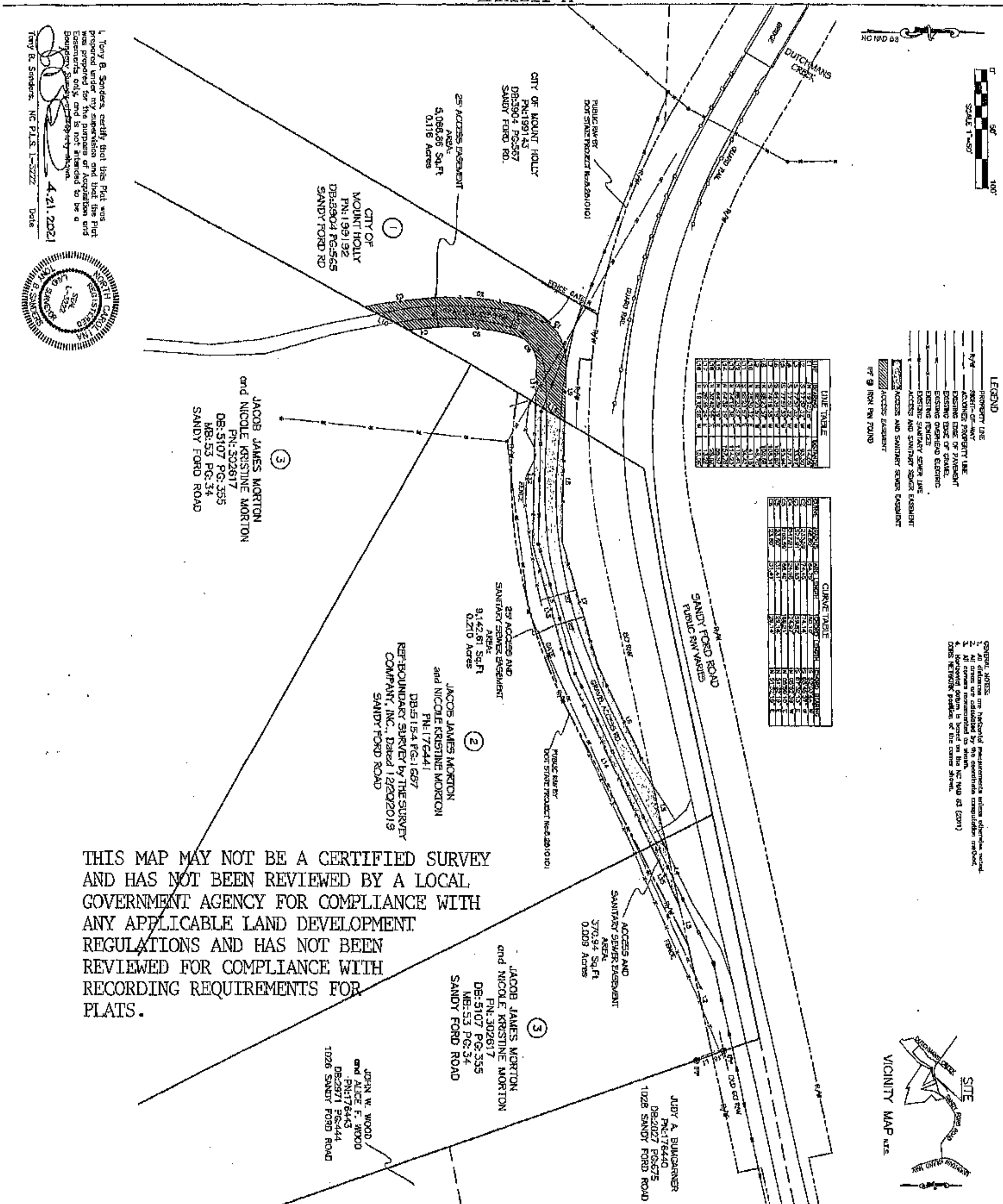
Witness my hand and notarial seal, this _______ day of ____________, 2021.

_________________________________
Notary Public

My commission expires: ______________

(seal)

EXHIBIT A




THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.

Property Owner
JACOB JAMES MORTON
and NICOLE KRISTINE MORTON
PN:176441 & PN:302617

SANDY FORD ROAD
CITY OF MOUNT HOLY
GASTON COUNTY, NORTH CAROLINA

EXHIBIT SURVEY
ACCESS AND
SANITARY SEWER EASEMENT
FOR
CITY OF MOUNT HOLLY
RIVER BEND TOWNSHIP
GASTON COUNTY, NORTH CAROLINA

Survey & Mapping Control, Inc.
12727 Dorman Road
Pineville, NC 28134
(704) 542-6095 (704) 542-0203 FAX
NCBELS LICENSE C-1915

# City of Mount Holly
# Action Agenda Item

| | | | |
|---|---|---|---|
| **To:** | Mayor and City Council | **Date:** | April 21, 2021 |
| **From:** | Jonathan Wilson, Deputy Utilities Director/Project Manager | **Meeting Date:** | April 26, 2021 |

***Agenda Item to be considered:*** Adoption of two Resolutions and a Notice of Intention associated with the Parks and Recreation General Obligation Bond Referendum.

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

***Background/Purpose of Request :***

Staff is requesting that City Council adopt the attached Resolution directing the publication of notice of intention to apply to the Local Government Commission for approval of bonds; the attached Notice of Intention to apply to the Local Government Commission for approval of bonds as well as the attached Resolution making certain statements of fact concerning proposed bond issue and authorizing the application to the Local Government Commission.

The adoption of these Resolutions and Notice of Intention are the first official actions that City Council will take in the General Obligation Bond Referendum process. The Resolutions were prepared by Parker Poe Adams & Bernstein LLP (Bond Counsel).

| ***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:***
Adoption of the two attached Resolutions and attached Notice of Intention.

***Result of City Council Decision:***

***Attachments:***

1. Resolution directing the publication of notice of intention to apply to the Local Government Commission for approval of bonds
2. Notice of Intention to apply to the Local Government Commission for approval of bonds
3. Resolution making certain statements of fact concerning proposed bond issue and authorizing the application to the Local Government Commission

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOUNT HOLLY, NORTH CAROLINA DIRECTING THE PUBLICATION OF NOTICE OF INTENTION TO APPLY TO THE LOCAL GOVERNMENT COMMISSION FOR APPROVAL OF BONDS**

***WHEREAS,*** the City Council (the "*City Council*") of the City of Mount Holly, North Carolina (the "*City*") is considering the issuance of general obligation bonds of the City which shall be for the following purposes and in the following maximum amount:

> $14,585,000 of bonds to pay capital costs of providing parks and recreation facilities, including without limitation the acquisition, construction and improvement of parks and recreation facilities, acquisition of land for current and future parks and recreation uses and development of greenways and pedestrian crossings;

***NOW, THEREFORE, BE IT RESOLVED*** by the City Council that the City Clerk is hereby directed to cause a copy of the "NOTICE OF INTENTION TO APPLY TO THE LOCAL GOVERNMENT COMMISSION FOR APPROVAL OF BONDS" to be published in a newspaper of general circulation in the City.

***BE IT FURTHER RESOLVED*** that this Resolution shall become effective on the date of its adoption.

Upon motion of Council Member __________, the foregoing resolution titled: **"RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOUNT HOLLY, NORTH CAROLINA DIRECTING THE PUBLICATION OF NOTICE OF INTENTION TO APPLY TO THE LOCAL GOVERNMENT COMMISSION FOR APPROVAL OF BONDS"** was adopted by the following vote:

AYES:

NAYS:

*PASSED, ADOPTED AND APPROVED* this 10th day of May, 2021.

| | | |
|---|---|---|
| STATE OF NORTH CAROLINA | ) | |
| | ) | SS: |
| CITY OF MOUNT HOLLY | ) | |

I, Amy Miller, City Clerk of the City of Mount Holly, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of a resolution titled **"RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOUNT HOLLY, NORTH CAROLINA DIRECTING THE PUBLICATION OF NOTICE OF INTENTION TO APPLY TO THE LOCAL GOVERNMENT COMMISSION FOR APPROVAL OF BONDS"** adopted by the City Council of the City of Mount Holly, North Carolina in regular session convened on the 10th day of May, 2021, as recorded in the minutes of the City Council of the City of Mount Holly, North Carolina.

***WITNESS*** my hand and the seal of the City of Mount Holly, North Carolina, this the ____ day of __________________, 2021.

(SEAL)

________________________________________

City Clerk
City of Mount Holly, North Carolina

**NOTICE OF INTENTION TO APPLY TO THE LOCAL GOVERNMENT COMMISSION FOR APPROVAL OF BONDS**

***NOTICE IS HEREBY GIVEN*** of intention of the undersigned to file application with the Local Government Commission, Raleigh, North Carolina for its approval of the issuance of general obligation bonds of the City of Mount Holly, North Carolina which shall be for the following purposes and in the following maximum amount:

> $14,585,000 of bonds to pay capital costs of providing parks and recreation facilities, including without limitation the acquisition, construction and improvement of parks and recreation facilities, acquisition of land for current and future parks and recreation uses and development of greenways and pedestrian crossings.

Any citizen or taxpayer of the City of Mount Holly, North Carolina objecting to the issuance of any or all of said bonds, within seven (7) days after the date of publication of this notice, may file with the Local Government Commission, 3200 Atlantic Avenue, Longleaf Building, Raleigh, NC 27604, Attention: Secretary, and with the undersigned, a written statement setting forth each objection to the proposed bond issue and such statement shall contain the name and address of the person filing it.

**CITY OF MOUNT HOLLY, NORTH CAROLINA**

/s/ Amy Miller
City Clerk
City of Mount Holly, North Carolina

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOUNT HOLLY, NORTH CAROLINA MAKING CERTAIN STATEMENTS OF FACT CONCERNING PROPOSED BOND ISSUE AND AUTHORIZING THE APPLICATION TO THE LOCAL GOVERNMENT COMMISSION**

***WHEREAS,*** the City Council (the "*City Council*") of the City of Mount Holly, North Carolina (the "*City*") is considering the issuance of general obligation bonds of the City which shall be for the following purposes and in the following maximum amount:

> $14,585,000 of bonds to pay capital costs of providing parks and recreation facilities, including without limitation the acquisition, construction and improvement of parks and recreation facilities, acquisition of land for current and future parks and recreation uses and development of greenways and pedestrian crossings.

***WHEREAS,*** certain findings of fact by the City Council must be presented to enable the Local Government Commission of the State of North Carolina to make certain determinations as set forth in Section 159-52 the North Carolina General Statutes, as amended.

***NOW, THEREFORE, BE IT RESOLVED*** that the City Council, meeting in open session on the 10th day of May, 2021, has made the following factual findings in regard to this matter:

A. ***Facts Regarding Necessity of Proposed Financing.*** The proposed bonds are necessary and expedient to pay capital costs of providing parks and recreation facilities, including without limitation the acquisition, construction and improvement of parks and recreation facilities, acquisition of land for current and future parks and recreation uses and development of greenways and pedestrian crossings.

B. ***Facts Supporting the Amount of Bonds Proposed.*** The sums estimated for these bonds are adequate and not excessive for the proposed purposes. Estimates for the proposed projects have been carefully analyzed and determined by persons knowledgeable about the projects.

C. ***Past Debt Management Procedures and Policies.*** The City's debt management procedures and policies are good and have been carried out in compliance with law. The City employs a Finance Officer to oversee compliance with applicable laws relating to debt management. The City Council requires annual audits of City finances. In connection with these audits, compliance with laws is reviewed. The City is not in default in any of its debt service obligations. The City Attorney reviews all debt-related documents for compliance with laws.

D. ***Past Budgetary and Fiscal Management Policies.*** The City's budgetary and fiscal management policies have been carried out in compliance with laws. Annual budgets are closely reviewed by the City Council before final approval of budget ordinances. Budget amendments changing a function total or between functions are presented to the City Council at regular City Council meetings. The Finance Officer presents financial information to the City Council which shows budget to actual comparisons annually and otherwise as the City Manager deems necessary or as a member of the City Council may request.

E. ***Increase in Taxes; Retirement of Debt.*** The increase in taxes, if any, necessary to service the proposed debt will not be excessive. The schedule for issuance anticipates issuing all of the bonds in one or more series during the seven years following the adoption of the bond order.

F. ***Marketing of Bonds.*** The proposed bonds can be marketed at reasonable rates of interest.

***BE IT FURTHER RESOLVED*** that the City Council hereby authorizes and directs the City Manager and the Finance Officer of the City, individually and collectively, to file with the Local Government Commission an application for its approval of General Obligation Parks and Recreation Bonds hereinbefore described, on a form prescribed by said Commission, and (1) to request in such application that said Commission approve the City's use of Parker Poe Adams & Bernstein LLP, as bond counsel for the City and (2) to state in such application such facts and to attach thereto such exhibits in regard to such General Obligation Parks and Recreation Bonds and to the City and its financial condition, as may be required by said Commission.

***BE IT FURTHER RESOLVED*** that this Resolution shall become effective on the date of its adoption.

Upon motion of Council Member ___________, the foregoing resolution titled: **"RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOUNT HOLLY, NORTH CAROLINA MAKING CERTAIN STATEMENTS OF FACT CONCERNING PROPOSED BOND ISSUE AND AUTHORIZING THE APPLICATION TO THE LOCAL GOVERNMENT COMMISSION"** was adopted by the following vote:

AYES:

NAYS:

*PASSED, ADOPTED AND APPROVED* this 10th day of May, 2021.

STATE OF NORTH CAROLINA )
) SS:
CITY OF MOUNT HOLLY )

I, Amy Miller, City Clerk of the City of Mount Holly, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of a resolution titled **"RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOUNT HOLLY, NORTH CAROLINA MAKING CERTAIN STATEMENTS OF FACT CONCERNING PROPOSED BOND ISSUE AND AUTHORIZING THE APPLICATION TO THE LOCAL GOVERNMENT COMMISSION"** adopted by the City Council of the City of Mount Holly, North Carolina in regular session convened on the 10th day of May, 2021, as recorded in the minutes of the City Council of the City of Mount Holly, North Carolina.

***WITNESS*** my hand and the seal of the City of Mount Holly, North Carolina, this the ____ day of ______________________, 2021.

(SEAL)

______________________________________
City Clerk
City of Mount Holly, North Carolina

# City of Mount Holly
# Action Agenda Item

| | |
|---|---|
| **To:** City Council | **Date:** 05/04/21 |
| **From:** Chief Roper | **Meeting Date:** 05/10/21 |

**Agenda Item to be considered:** 2021 Regional Law Enforcement Mutual Aid Agreement Renewal

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

**Background/Purpose of Request:** The Regional Law Enforcement Mutual Aid Agreement is an agreement in which The Mount Holly Police Chief may request assistance or provide assistance to other participating agencies.

| ***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. 2021 Regional Law Enforcement Mutual Aid Agreement
2. Copy of NCGS 160A-288 and 90-95.2
3. Resolution

CITY *of* MOUNT HOLLY

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

# RESOLUTION AUTHORIZING THE POLICE CHIEF TO ENTER INTO LAW MUTUAL ASSISTANCE AGREEMENTS WITH OTHER LAW ENFORCEMENT AGENCIES

WHEREAS, North Carolina General Statute 160A-288 promotes cooperation between law enforcement agencies by authorizing the head of any law enforcement agency temporarily provide assistance to another agency enforcing the laws of North Carolina if so requested in writing by the head of the requesting agency; and

WHEREAS, the assistance may comprise allowing officers of the agency to work temporarily with officers of the requesting agency and lending equipment and supplies; and

WHEREAS, while working with the requesting agency under the authority of this statue, an officer shall have the same jurisdiction, powers, right, privileges, and immunities as the officer requesting agency, in addition to those he or she normally possess; and

WHEREAS, while on duty with the requesting agency, the officer shall be subject to the lawful operational command of his superior officers in the requesting agency, but for personnel and administration purposes, he or she shall remain under the control of his or her own agency, including for purposes of pay; and

WHEREAS, an officer shall be entitled to Workmen's Compensation and the same benefits when acting pursuant to a law enforcement assistance agreement to the extent as though he or she were functioning within the normal scope of his or her duties.

NOW, THEREFORE, BE IT RESOLVED the City of Mount Holly designates the Police Chief of the Mount Holly Police department as the "Head" of the City's Police Department as the term is used in North Carolina General Statute 160A-288 and the said Police Chief is hereby delegated authority to make or grant request pursuant to this statute.

BE IT FURTHER RESOLVED that the Police Chief of the City of Mount Holly is hereby authorized to enter into agreements for exchanging law enforcement officers, equipment or supplies in accordance with the provisions of North Carolina General Statute 160A-288.

Adopted this the 10th day of May 2021.

____________________________

Mayor Bryan Hough

ATTEST:

________________

Amy Miller, City Clerk

# REGIONAL LAW ENFORCEMENT MUTUAL AID AGREEMENT

This Regional Law Enforcement Mutual Aid Agreement made and entered into this 1st day of June 2021, by and between the law enforcement agencies listed in the attached "List of Participating Agencies" and any other agencies added to this Agreement by amendment ("Participating Agencies").

## BASIS FOR AGREEMENT

North Carolina General Statutes Sections 160A-288, 153A-212 and 90-95.2 allow and authorize mutual aid assistance and cooperation between law enforcement agencies. The Participating Agencies wish to provide temporary assistance to one another in enforcing the General Statutes of North Carolina and acknowledge that this Agreement mutually benefits each Participating Agency in the form of enhanced law enforcement capabilities and efficiency within the jurisdiction of each Agency.

## AGREEMENT

The Participating Agencies agree to the following terms and conditions:

1. <u>**REQUESTING ASSISTANCE**</u>

   a. **REQUEST FOR ASSISTANCE.** Under North Carolina General Statutes Sections 160A-288 and 90-95.2 any Participating Agency may request of the other the temporary lending of personnel, equipment and supplies. Execution of this Agreement by each undersigned agency constitutes and is deemed to be a standing request for assistance and an agreement to lend assistance as personnel and equipment permit by each Participating Agency.

   b. **WRITTEN REQUEST.** When temporary assistance is needed pursuant to this Agreement, the head of the Requesting Agency shall notify the head of the Assisting Agency of the need for such assistance and the requested assistance shall be provided if feasible to do so. Such request shall be made in writing whenever possible. Notification by the Division of Criminal Information (DCI) network shall be deemed written notification.

   In accordance with North Carolina General Statutes Section 90-95.2(b1) requests for assistance shall be made by the head of an agency or an officer of the agency to whom the head of the agency has delegated that authority, but only one officer within the agency shall have the delegated authority at one time.

   The following sample statement used as part of a DCI message would satisfy the statutory requirements for notification and may streamline the process:

The [REQUESTING AGENCY NAME] acting under the authority of [REQUESTING AGENCY DIRECTOR AND TITLE] is requesting mutual aid assistance from the [ASSISTING AGENCY NAME]. The [REQUESTING AGENCY] requests [RESOURCES] to assist at [LOCATION]. The duration of this aid shall be [TIME FRAME].

c. **EMERGENCY REQUEST**. In an emergency situation, the notification of the need for emergency assistance need not be in writing, but a written notification shall be provided as soon thereafter as possible. In an emergency situation, the notification may be made by telephone or radio contact.

## 2. DUTIES OF REQUESTING AGENCY

a. **OPERATIONAL COMMAND**. While operating with the Requesting Agency under this Agreement, a law enforcement officer of an Assisting Agency shall be subject to the lawful operational command of the officer supervising the division or unit to which he or she is temporarily assigned to provide assistance, and shall operate under the direct supervision of said officer.

b. **REPORTING REQUIREMENTS**. The officer supervising the division or unit to which the Assisting Agency's officer(s) is temporarily assigned shall provide a report to the head of the Assisting Agency summarizing the hours worked and the assignments performed by the temporarily assigned officer(s).

c. **EQUIPMENT.** The temporarily assigned officer(s) shall report to duty with the Requesting Agency with necessary equipment that has been issued by his or her own agency. The Requesting Agency shall supply the temporarily assigned officer with any additional money, equipment, supplies and/or support personnel reasonably necessary to perform his or her expected duties. If the Requesting Agency issues to temporarily assigned officer(s) any equipment that requires specialized training or certification, the Requesting Agency shall ascertain that the temporarily assigned officer(s) has undergone the necessary training or possesses the required certification.

## 3. DUTIES OF ASSISTING AGENCY

a. **BENEFITS.** For personnel and administrative purposes, the temporarily assigned officer(s) shall remain under the authority and control of their own Agency, and shall be entitled to Worker's Compensation and other benefits to which he or she would normally be entitled were he or she not temporarily assigned.

b. **DISCIPLINARY ACTIONS.** Disciplinary actions arising out of temporary assistance provided under this Agreement shall remain the responsibility of the Assisting Agency. The officer in charge of the division or unit in which an officer is temporarily assigned pursuant to this Agreement may, at any time, relieve such officer of his or her duties and shall immediately forward a written statement setting forth the reason for such action to the head of the Assisting Agency or their designee.

## 4. AUTHORITY OF ASSIGNED OFFICERS

While temporarily assigned to the Requesting Agency, law enforcement officer(s) of the Assisting Agency shall have the same jurisdiction, powers, rights, authority, benefits and immunities as the regular officers of the Requesting Agency in addition to those associated with his or her regular employment. Nothing contained in this Agreement shall be construed as limiting or reducing any Participating Agency or officer's common law or statutory authority, including but not limited to the common law power of *posse comitatus* or the statutory authority conferred by North Carolina General Statute Section I5A-402.

## 5. INSURANCE AND INDEMNITY

**a. LIABILTY INSURANCE.** The head of each Participating Agency certifies by execution of this Agreement that all employees subject to this Agreement or reasonably expected to be subject to this Agreement, including assisting officers, are covered by liability insurance.

**b. INDEMNITY FOR ACTS OR OMISSIONS.** The Requesting Agency specifically covenants and agrees to assume liability for any act or omission which was committed by, or was the responsibility of, the temporarily assigned officer(s), except as otherwise provided for in this Agreement. The Requesting Agency further agrees to hold harmless and indemnify the Assisting Agency for any damages or costs, including attorney's fees, incurred by the Assisting Agency in this regard. The provisions of this paragraph regarding indemnity shall not apply to any Participating Agency whose officers are employees of the sovereign State of North Carolina and covered by the Tort Claims Act.

**c. INDEMNITY FOR PROPERTY DAMAGE.** The Requesting Agency agrees to hold harmless and indemnify the Assisting Agency for any damages or injury to the property of the Requesting Agency incurred in the course and scope of a temporarily assigned officer's duties. The Assisting Agency agrees to hold harmless the Requesting Agency for any damages or injury to the property of the Assisting Agency. The provisions of this paragraph regarding indemnity shall not apply to any Agency whose officers are employees of the sovereign State of North Carolina and covered by the Tort Claims Act.

**d. RIGHTS OF SUBROGATION.** This Agreement shall not, however, be construed as a bar to any other rights or claims, either direct or by way of subrogation, which either Agency shall have against any other entity, party or person.

## 6. TERM AND WITHDRAWAL

a. **TERM.** In any event, the term of this Agreement shall be for a period of three (3) years from the date first above written and shall terminate automatically at the expiration of that term.

b. **WITHDRAWAL.** In the event a Participating Agency should desire to withdraw from this Agreement, the head of that Agency shall provide written notice to the head of the other Participating Agencies setting forth the effective date of such withdrawal.

## 7. OTHER MUTUAL AID AGREEMENTS

This Agreement does not affect any other service or mutual aid agreement, previously entered into between two or more of the Participating Agencies for other services not contemplated by this Agreement, nor prevents the Participating Agencies from entering into other such agreements.

## 8. GOVERNING BODY AUTHORIZATION

The head of each Participating Agency certifies by execution of this Agreement that their duly elected governing body has adopted an appropriate resolution or ordinance authorizing said Agency head to enter into this Agreement pursuant to North Carolina General Statutes Sections 160A-288 and 90-95.2. A copy of the authorizing resolution or ordinance for each Participating Agency shall be attached to this original Agreement and to each duplicate original of this Agreement.

## 9. ADDITIONAL PARTICIPATING AGENCIES

Additional law enforcement agencies may participate in this Agreement by contacting Centralina Regional Council and signing an Amendment. Any Additional Participating Agencies will be bound by the Agreement to the same extent as all other Participating Agencies. The Filing Requirements of paragraph 10 below apply to each amendment.

## 10. FILING REQUIREMENTS AND COPIES OF AGREEMENT

A complete, digital version of this Agreement shall be kept at the offices of Centralina Regional Council. Copies of the digital version including all received signature pages and amendments will be distributed in PDF format to all Participating Agencies. Any Participating Agency may file this Agreement with its County Clerk of Court,

**IN WITNESS WHEREOF**, the parties hereto have set their hand and seals.

**LIST OF PARTICIPATING AGENCIES AND SIGNATURE PAGES FOLLOW**

# City of Mount Holly
# Action Agenda Item

| | | | |
|---|---|---|---|
| **To:** | Mayor and City Council | **Date:** | May 5, 2021 |
| **From:** | Miles Braswell, City Manager | **Meeting Date:** | May 10, 2021 |

***Agenda Item to be considered:***

**RESOLUTION IN SUPPORT OF THE CHARLOTTE AREA TRANSIT SYSTEM'S (CATS) WEST CORRIDOR EXTENDING INTO DOWNTOWN GASTONIA**

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

***Background/Purpose of Request:***

On Tuesday, May 4, 2021, Gaston County Manager Dr. Kim Eagle conducted a meeting with Gaston County stakeholders to discuss the Charlotte Area Transit System's (CATS) west corridor extending into Gaston County. This light rail extension, known as the LYNX Silver Line, is a 29 mile project that will connect Union County to Gaston County.

As a show of unity throughout Gaston County municipalities, it was suggested that each municipality who supports the light rail extension into Gaston County adopt a Resolution stating such.

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

***Manager/Staff Recommendation:***

***Result of City Council Decision:*****_____**

***Attachments:***

- ***Resolution***

# RESOLUTION IN SUPPORT OF THE CHARLOTTE AREA TRANSIT SYSTEM'S (CATS) WEST CORRIDOR EXTENDING INTO DOWNTOWN GASTONIA

**WHEREAS**, more transportation options are needed to provide greater mobility to our existing residents as well as the growing population in Gaston-Cleveland-Lincoln MPO planning area; and

**WHEREAS**, the US Census Bureau's American Community Survey (2009-2013) indicates that 25,653 Gaston County residents, 2,482 Cleveland County residents, and 9,345 Lincoln County residents are traveling into Mecklenburg County each weekday for work; and

**WHEREAS**, the Charlotte region is home to over 1.8 million people and is expected to grow to over 2.5 million by 2030 and the key to supporting this economic growth is a rapid transit system integrated with land-use planning creating a sustainable, economic-environment which improves the quality of life and attracts businesses and people to the region; and

**WHEREAS**, the Gaston-Cleveland-Lincoln Metropolitan Planning Organization (GCLMPO), formally the Gaston Urban Area MPO, completed the Gastonia Rapid Transit Alternatives Study in 2005 which identified the need to link to the Charlotte Area Transit's (CATS) West Corridor service via rapid transit to improve its accessibility to and from other parts of the Greater Charlotte area; and

**WHEREAS**, CATS is currently conducting a study to reevaluate and update the transit recommendation for the West Corridor with the primary purpose to conduct the necessary transportation and land use analysis to select a *Locally Preferred Alternative (LPA)* to update the 2030 Transit System Corridor Plan, which will be approved by the Metropolitan Transit Commission (MTC); and

**WHEREAS**, since the current West Corridor LPA was adopted in 2006, land use changes have continued along Wilkinson Boulevard, the CLT Airport has continued to expand, and the Charlotte City Council recently approved the River District, a large mixed-use development along the Catawba River; and

**WHEREAS**, Gaston County stakeholders have expressed renewed interest in exploring rapid transit options into Gaston County from Mecklenburg County; and

**WHEREAS**, the transit options that will be considered may extend beyond Mecklenburg County, and at a minimum, will not preclude extensions into Gaston County as part of future investments; and

**WHEREAS**, based on the Strategic Transportation Investments (STI) Law, public transportation projects with service spanning two or more counties and serving more than one municipality are eligible for funding at the Regional Impact Tier; and

**WHEREAS**, there are two light rail transit corridor options currently being studied with both utilizing the US 74 Catawba River Bridge to connect into Gaston County; and

**WHEREAS**, the replacement of both the US 74 Catawba River Bridge and the US 74 South Fork Catawba River Bridge are funded projects and there is a feasibility study currently underway to examine the potential for the design of the new bridges to include a future light rail corridor; and

**WHEREAS**, the City of Mount Holly supports the proposed light rail west corridor extending all the way into Downtown Gastonia, connecting the Loray Mill and the Franklin Urban Sports and Entertainment (FUSE) District; and

**WHEREAS**, the City of Mount Holly understands that the West Corridor Study is intended to define a project to move forward and is not identifying a "shovel ready" rail project; and

**NOW THEREFORE, BE IT RESOLVED** that the City of Mount Holly supports the Metropolitan Transit Commission's (MTC) Locally Preferred Alternative (LPA) for the West Corridor extending into Downtown Gastonia.

..................................................................................................................................................

Resolution adopted this, the 10th of May, 2021.

______________________________

Bryan Hough, Mayor

ATTEST:

______________________________

Amy Miller, City Clerk
Certificate

The undersigned duly qualified City Clerk of the City of Mount Holly certifies that the foregoing is a true and correct copy of a resolution adopted as a legally convened meeting of the City of Mount Holly held on the 10th of May, 2021.

______________________________

Amy Miller, City Clerk

(seal)

__________________

Date

# City of Mount Holly
# Action Agenda Item

| | |
|---|---|
| **To:** City Council<br>**From:** Chief Roper | **Date:** 05/05/21<br>**Meeting Date:** 05/10/21 |

**Agenda Item to be considered:** The designation of May 15th as Peace Officers Memorial Day, and the week in which it falls as Police Week

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

**Background/Purpose of Request:** Peace Officers Memorial Day and Police Memorial Week is a designated time set aside to honor those peace officers who, through their courageous deeds, have lost their lives or have become disabled in the performance of duty

## *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. Proclamation

**WHEREAS,** the Congress and President of the United States have designated May 15th as Peace Officers Memorial Day, and the week in which it falls as Police Week; and

**WHEREAS,** the members of the law enforcement agency of Mount Holly play an essential role in safeguarding the rights and freedoms of the citizens of Mount Holly; and

**WHEREAS,** it is important that all citizens know and understand the problems, duties and responsibilities of their police department, and that members of our police department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence or disorder, and by protecting the innocent against deception and the weak against oppression or intimidation; and

**WHEREAS,** the police department of Mount Holly has grown to be a modern and scientific law enforcement agency which unceasingly provides a vital public service;

**NOW, THEREFORE,** I, Mayor Bryan Hough call upon all citizens of the City of Mount Holly and upon all patriotic, civil and educational organizations to observe the week of May 9, 2021 through May 15, 2021 as Police Week with appropriate ceremonies in which all of our people may join in commemorating police officers, past and present, who by their faithful and loyal devotion to their responsibilities have rendered a dedicated service to their communities and, in doing so, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

**I FURTHER** call upon all citizens of the City of Mount Holly to observe May 15th, 2021, as Peace Officers Memorial Day to honor those peace officers who, through their courageous deeds, have lost their lives or have become disabled in the performance of duty.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the Seal of the City of Mount Holly to be affixed.

**DONE** at the City of Mount Holly this 10th day of May, 2021

# City of Mount Holly
# Action Agenda Item

| | |
|---|---|
| **To:** City Council | **Date:** 5-7-2021 |
| **From:** Brandon Livingston | **Meeting Date:** 5-10-2021 |

***Agenda Item to be considered:*** Call for public hearing for a text amendment to Section 3.10 Fences and Walls of the Zoning Ordinance to include fence maintenance standards.

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

***Background/Purpose of Request:*** Staff sees the need to include fence maintenance standards in the City Zoning Ordinance. In order for fences within the City limits to be kept in a safe, attractive condition, and not become a public nuisance the text amendment is recommended.

This is only a call for a public hearing. There is no discussion at this time.

| ***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:***

1. Request that City Council recommend a call for a public hearing for a text amendment.

***Result of City Council Decision:***

***Attachments:***

# City of Mount Holly
## Action Agenda Item

| | |
|---|---|
| **To:** City Council | **Date:** 5-4-21 |
| **From:** Brian DuPont | **Meeting Date:** 5-10-21 |

***Agenda Item to be considered:*** Call for a public hearing on a text amendment to Section 5.20 South Gateway Overlay District of the Zoning Ordinance to prohibit service stations (gasoline).

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

***Background/Purpose of Request :*** Staff is concerned about the number of gasoline service stations proposed in the South Gateway. In order to preserve the economic development of land in this district the text amendment is recommended.

No discussion of the matter at this time. Planning Commission unanimously recommended a call for the public hearing.

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

***Manager/Staff Recommendation:***
Request that City Council a call for a public hearing for a text amendment.

***Result of City Council Decision:***

***Attachments:***
1.
2.
3.

# City of Mount Holly
# Action Agenda Item

| | | | |
|---|---|---|---|
| **To:** | Mayor and City Council | **Date:** | May 6, 2021 |
| **From:** | Miles Braswell, City Manager | **Meeting Date:** | May 10, 2021 |

***Agenda Item to be considered:*** Call for a Public Hearing on the 2021-2022 Proposed Fiscal Year Budget and Fee Schedule for the June 14, 2021 Council Meeting

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

***Background/Purpose of Request : The preliminary 2021/2022 budget will be given to you on Monday night at the meeting. There will be a budget meeting on Monday, May 24th at 6:30 pm for discussion of the proposed budget. The public hearing will be held at the June 14, 2021 Council Meeting.***

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

***Manager/Staff Recommendation:***

***Result of City Council Decision:***

***Attachments:***

**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, April 26, 2021**
**Council Chambers**
**6:30 pm**

**Call to Order**

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

| | |
|---|---|
| Mayor Bryan Hough | Miles Braswell, City Manager |
| Mayor Pro Tem Lauren Shoemaker | Don Roper, Police Chief |
| Councilwoman Phyllis Harris | Brian Reagan, Deputy Police Chief |
| 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 Christina Pawlish | David Johnson, City Engineer/ Director of Utilities |
| | Greg Beal, Planning Director |
| Marie Anders, City Attorney | Michelle Wood, Finance Director |

**Invocation**

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

**SET THE AGENDA**

Mayor Hough advised that the agenda will be amended to include a discussion of staff direction on moving forward with the RFP process for 725 Elm. With no additional changes to the agenda, Councilman Moore made a motion to approve the agenda as presented. Councilwoman Pawlish seconded the motion. All Council Members voted in favor. (Motion carried)

**CONSENT AGENDA**

1. Approval of a Resolution in opposition to HB401/SB349 Increasing Housing Opportunities
2. Approval of the March 22, 2021 Council Work Session Meeting Minutes
3. Approval of the April 12, 2021 Council Meeting Minutes

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

**AGENDA**

1. Update on the GO Gaston from the Gaston Business Association *Patrick Mumford*

Mr. Patrick Mumford with the Gaston Business Association came before the Council to give an update on the happenings and projects for GO Gaston under the leadership of the Gaston Business Association. He advised that they aspire to be an essential driver in promoting Mount Holly and all it has to offer.

2. Financial Update

   Ms. Wood came before the Council to provide the 3rd quarter update. She advised that the City is in good financial shape at this time and the revenues are in over the expenditures.

3. Presentation of the Mount Holly Police Department 2020 Annual Report

   Chief Roper advised that this is a new program the Department is starting. This type of report is becoming very common among surrounding departments. He advised that the Annual Report is a snap shot of where the Mount Holly Police Department is now. The main focus of the theme is to show that Mount Holly is a professional law enforcement agency. Some of the highlights of the report are the QR codes, the tribute to Officer Herndon and the Mount Holly Way. Chief Roper gave a shout out to his command staff for the work put into this report. Council was very impressed with the finished product. want you to officer Herndon recognized and the mount holly way. Council was very impressed with the report. Shout out to command staff, next step is to send out 100 hard copies and put it on the webpage and social media.

4. Discussion of GO Bond Resolution language for Parks & Recreation *Jonathan Wilson*

   Mr. Wilson came before Council and presented updated costs as it is related to the GO Bond Referendum. He advised that the price has increased to $16,570,000 since the first cost estimates were provided. Mr. Wilson advised that the price will need to be specific on the Resolution that will be passed on May 10th and on the ballot at the upcoming election. The cost estimate takes into account all three (3) phases of Veteran's Park, Fites Creek, Dutchmans Creek and consultant fees associated with the projects. Mr. Wilson advised that the overall bond amount will be a tax increase to nine (9) cents. Council discussed several options regarding reimbursement of property. It was the consensus of Council to remove the design fees and fees already spent on property acquisition from the bond referendum amount and directed staff to move forward with the bond resolutions at the May 10th meeting with the reduced bond amount.

5. Update on the 2021 Downtown Summer Events

   Councilwoman Harris advised that the Special Events Committee met and discussed possible options of moving forward with the scheduled May downtown events. She advised that there are some other municipalities doing pods and charging admission to events and limiting the number of people allowed to attend. Councilwoman Harris advised that the easy answer is to make the decisions on a month to month basis as the Governor eases restrictions. Councilman Meadows went on record to say that he never said the City should go against the Governor's orders. He simply asked for creative ways that would allow the City to move forward with the downtown events. It was the consensus of Council to cancel the May events and wait to make a decision regarding the June events after the next Orders are announced.

**OTHER**

1. Interdepartmental Budget Line Re-appropriation (For informational purposes only)

Brought this to the attention (put on consent agenda)

2. Discussion of the RFP Process for 725 Elm

It was the consensus of Council to allow staff to move forward with the proposals received and come back and make a recommendation to the Council.

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

Councilwoman Harris makes a motion to enter into closed session pursuant to N.C.G.S 143-318.11 (a) (3,5 and 6). Councilwoman Pawlish seconded the motion. All Council Members present voted in favor. (Motion Carried) Time was 7:35 pm. Councilman Meadows made a motion to return to open session. Councilwoman Pawlish seconded the motion. All Council Members present voted in favor. (Motion Carried) Time was 7:45 pm.

**Adjourn**

With no additional items for discussion, Mayor Bryan Hough entertained a motion to adjourn. Mayor Pro Tem Shoemaker made the motion to adjourn the April 26, 2021 Council Work Session Meeting. Councilwoman Pawlish seconded the motion. All Council Members present voted in favor. (Motion Carried)

The meeting adjourned at 7:46 pm.

# PRESENTATIONS

# City of Mount Holly
# Action Agenda Item

| | | | |
|---|---|---|---|
| **To:** | Mayor and City Council<br>Ryan Baker, Fire Chief | **Date:**<br>**Meeting Date:** | May 6, 2021<br>May 10, 2021 |

***Agenda Item to be considered:***

Swearing in of Firefighters

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

***Background/Purpose of Request:***

Firefighter Zech Wiggs will take his oath of office given by the Mayor. Wiggs will have his badge number assigned and pinned.

***Fiscal Impact:***

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

***Manager/Staff Recommendation:***

***Result of City Council Decision:***

***Attachments: Oath of Office***

Firefighter

***I solemnly swear that I will support and defend the Constitution of the United States of America and the State of North Carolina against all enemies, both foreign and domestic, and I will faithfully and impartially discharge my duties as a firefighter of the City of Mount Holly under the appointment of the City of Mount Holly to the laws of the North Carolina to the best of my skills and abilities, so help me God.***

# City of Mount Holly
# Action Agenda Item

| | | | |
|---|---|---|---|
| **To:** | Mayor and City Council | **Date:** | May 4, 2021 |
| **From:** | Miles Braswell, City Manager | **Meeting Date:** | May 10, 2021 |

***Agenda Item to be considered:***

Montcross Area Chamber of Commerce Update

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

***Background/Purpose of Request:***

Marc Jordan, President and CEO of the Montcross Area Chamber of Commerce, will be providing an update on recent activities.

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

***Manager/Staff Recommendation:***

***Result of City Council Decision:_____***

***Attachments:***

- ***Marc Jordan Resume***
- ***Diversity, Equity, Inclusion declaration press release***
- ***Diversity, Equity, Inclusion statement***
- ***Purpose, Vision, Mission***
- ***Emerge press release***

MONTCROSS AREA CHAMBER OF COMMERCE

BELMONT • CRAMERTON • LOWELL
McADENVILLE • MOUNT HOLLY • STANLEY

*Gateway to Growth in Gaston County*

# TODAY'S CHAMBER
# PURPOSE—VISION—MISSION

## Purpose Statement

Fundamental reason for being reflects the importance people attach to the organizations work; taps idealistic motivations; gets at the deeper reason for existence; could last for decades. (100 years)

"The Montcross Area Chamber of Commerce is organized to advance the general welfare and prosperity of the Montcross Area, including the cities and towns of eastern Gaston County, so the citizens and all areas of its business community shall prosper. All necessary means of promotion shall be provided, and particular attention and emphasis shall be given to the economic, civic, commercial, cultural, industrial, and educational interest of the Area."

## Vision Statement

A vision statement consists of a core ideology and an envisioned future. It defines what we stand for, why we exist and what we aspire to become. (10-15 years)

"The vision of the Montcross Area Chamber of Commerce is to transform the organization into one of the preeminent purpose-driven chambers of commerce in America, advancing the welfare and prosperity of Eastern Gaston County as we achieve a thriving, diverse, sustainable economy".

## Mission Statement

A mission statement consists of a specific focus which drives us towards achieving our vision and our goals. (3-5 years)

"The mission of the Montcross Area Chamber of Commerce is to build relationships to serve as a transformational force for the growth and prosperity of eastern Gaston County."

MONTCROSS AREA CHAMBER OF COMMERCE
BELMONT • CRAMERTON • LOWELL
MCADENVILLE • MOUNT HOLLY • STANLEY
*Gateway to Growth in Gaston County*

PO Box 368, Belmont, NC 28012 www.MontcrossAreaChamber.com 704-825-5307

FOR IMMEDIATE RELEASE
February 9, 2021

***Montcross Emerge***

The Board of Directors of the Montcross Area Chamber of Commerce announced today that it will form a new taskforce called *Montcross Emerge*. The purpose of this taskforce will be to develop a plan to support and promote our area's businesses as we emerge from the COVID-19 pandemic.

Chamber President and CEO Marc Jordan, in presenting the idea to the board, stated, "Our member businesses and the communities we serve, look to the Chamber to provide this leadership and support, and we want to start planning now, rather than later."

Gordon Quarles, the Chamber's Board Chair for 2021, stated he will be selecting a *Montcross Emerge* Chair, to lead those board members who volunteered for this important initiative at the February 9, 2021 Board of Directors meeting. Mr. Quarles challenged the team to report their recommendations at the April 13, 2021 Board meeting.

Any of our business members are welcome to join the *Montcross Emerge* taskforce by calling Marc Jordan or Julie Bowen at the Chamber.

The Montcross Area Chamber serves the businesses and towns of Belmont, Cramerton, Lowell, Mount Holly, McAdenville and Stanley.

MONTCROSS AREA CHAMBER OF COMMERCE
BELMONT • CRAMERTON • LOWELL
MCADENVILLE • MOUNT HOLLY • STANLEY
*Gateway to Growth in Gaston County*

PO Box 368, Belmont, NC 28012 www.MontcrossAreaChamber.com 704-825-5307

For Immediate Release – April 13, 2021

**Montross Area Chamber Announces Priorities and Sets Progressive Course of Action**

The Board of Directors of the Montross Area Chamber of Commerce, at its monthly meeting on April 13, 2021, adopted the outcomes from its March Planning Retreat as well as adopting its first Diversity, Equity, and Inclusion declaration. (DEI). The board, chaired by Gordon Quarles, Blue Harbor Bank, also revised its Vision and Mission Statements and committed to fund and initiate MONTCROSS EMERGE, a multi-year program to promote and support the area's businesses as they emerge from the COVID-19 pandemic.

According to the chamber's leadership, these steps are designed to impact the organization's direction, programming and services to its members and the communities served in eastern Gaston County.

These actions follow several months of work surveying the members, and enlisting feedback, in addition to the boards planning session and retreat which included discussions on the chamber's priorities and direction.

Priorities for 2021-2022 include:

* Identification and initiation of new sustainable revenue streams adding member value, including consideration of membership tiers, contract services, and special campaigns.

* Fund and initiate the MONTCROSS EMERGE multi-year program to promote and support our small businesses as they emerge from the pandemic.

*Address outcomes identified in the adopted Declaration on Diversity, Equity, and Inclusion. (Statement Attached).

* Adopt revised Vision and Mission Statements to guide and benchmark the organization over the next 3 to 5 years. (Statements Attached).

Gordon Quarles, Board Chairman, Blue Harbor Bank, stated "Once again, our chamber's leadership, with participation from our members, has exhibited its vision and willingness to tackle the critically important steps necessary to take our organization to the next level in addressing the needs of our members and communities we serve."

Marc Jordan, President and CEO, congratulated the board and chamber members, for showing their collective leadership and commitment to be the absolute best this chamber can be in this incredibly challenging and competitive environment to grow our economy for everyone's benefit."

More detailed information will be provided as each of these steps and initiatives roll out.

*Contact Marc Jordan, President & CEO at marc.jordan@montcrossareachamber.com

MONTCROSS AREA CHAMBER OF COMMERCE
BELMONT • CRAMERTON • LOWELL
MCADENVILLE • MOUNT HOLLY • STANLEY
*Gateway to Growth in Gaston County*

## DIVERSITY, INCLUSION, EQUITY STATEMENT

The Montcross Area Chamber of Commerce, founded in 1937 as the Belmont Merchants Association has a long history serving the diverse businesses and communities which make up the Montross Area of eastern Gaston County. To better recognize the growing diversity of these businesses, the chambers members and board of directors officially changed its name to the Montcross Area Chamber of Commerce in 2008.

The Chamber has always believed in the importance of diversity and inclusion. But, as a business organization, we have never clearly defined or outlined our beliefs publicly as relates to Diversity, Equity, and Inclusion. We believe the time to do this is now.

We, the business community of the Montcross Area Chamber of Commerce, serving businesses in Belmont, Cramerton, Lowell, Mt. Holly, McAdenville, Stanley, and Gastonia, are united in our commitment towards equity, access, and opportunity in all commercial and civic activity.

We believe that we have worked to address this in the past leading us to be proud of our perceived progressive history, but this has fallen short. There have been more recent instances of intolerance, bias and racism in our country which have been heightened by social and national media. These acts must be publicly, and vehemently opposed.

We believe that our chamber must work collectively, in partnership with other public and private sector organizations, to be better in our day-to-day interactions and community building.

Therefore... Statement on Diversity, Equity, and Inclusion

We affirm the inherent dignity and value of every person and strive to maintain a climate for commerce, work, and learning based on mutual respect and understanding.

We affirm the right of each person to express thoughts and opinions freely. We encourage open expression with civility, sensitivity, and mutual respect.

We affirm the value of human diversity because it enriches our lives and our businesses. We acknowledge and respect our differences, while affirming our common humanity.

We affirm our rejection to all forms of prejudice and discrimination including those based on age, color, diverse ability, gender, gender identity, gender expression, national origin, political affiliation, race, religion, sexual orientation, and veteran status. We take individual and collective responsibility for helping to eliminate bias and discrimination and increasing our own understanding of these issues through education, training, and commercial transactions with others.

We affirm our ongoing efforts to incorporate these principles in the perpetuation of a business community dedicated to inclusive excellence where all citizens can live and thrive. End Statement.

While we believe that this is a part of our current organizational culture, it is important to put this into words, this belief in how we will conduct business, and carry out our mission" to build relationships to serve as a transformational force for the growth and prosperity of eastern Gaston County."

We plan to follow this up with specific training and initiatives that clearly align with this statement, so that the affirmations lead to successful outcomes.

R. Marc Jordan, SR

(843) 241-2108 marc@shamgarconsulting.com

North Myrtle Beach, South Carolina

## LEADERSHIP CREDENTIALS

**Experience:** 40+ years consulting and working as a leader for numerous local, regional and metropolitan chambers as well as one United Way, overseeing large staffs and multimillion-dollar budgets. Recently founded an independent consulting business focused on building organizations in the Carolinas and Southeastern US.

**Attributes:** Could retire but prefer assisting a worthwhile purpose-driven organization. Will consider relocating. Passionate about purpose-driven work building people and communities and delivering exceptional results. Adept at identifying and funding strategic needs utilizing advanced organizational and communication skills. Resourceful problem-solver who enjoys new challenges. Cultivates an inclusive workplace that fosters trust and loyalty via thorough training and by providing autonomy.

**Expertise:** Management skills include planning, organizing, leading, directing, collaborating. Adept at training and motivating staff. Taught chamber executives and association executives through the Institute of Organization Management. Proficient in fiscal management, fundraising, and administrative operations. Served as keynote speaker at numerous chamber conferences in various states.

**Education:**
- Bachelor of Arts, Sociology, University of Lynchburg. Lynchburg, Virginia.
- Countless continuing education courses including regional and national chamber leadership programs.

**Certifications**
- IOM – Institute for Organizational Management.
- CCE – Certified Chamber Executive.

**Member:**
- Carolina Association of Chamber of Commerce Executives.
- Lifetime member of the Association of Chamber of Commerce Executives.

**Volunteer:**
- Appointed by the governor of South Carolina to the Board of Directors of Donate Life South Carolina and confirmed by the South Carolina Senate. Vice Chair of Board
- American Heart Association. Chair of Board, and Chair of Heart Walk multiple times.
- Chairman of the Metro Cities Council and chair-elect for the Association of Chamber of Commerce Executives (ACCE).
- President of state chamber associations in Tennessee and North Carolina.
- Board member and past chair of University of Lynchburg alumni board.

**Awards:**
- Lifetime Achievement Award - Myrtle Beach Region of the American Heart Association.
- Recognized by peers as Chamber Executive of the Year in North Carolina.
- Recognized by peers as Chamber Executive of the Year in South Carolina.
- Life Member Award – Association of Chamber of Commerce Executives, the highest award bestowed by the national association.

## RECENT AWARD-WINNING EXPERIENCE

**Shamgar Consulting, LLC, June 2018 – Present**

Owner / CEO
Responsible for all administration, marketing, financial management, client interactions and consulting results. Assist chambers and other organizations with strategic planning, governance and board development, board and staff team building, training, providing interim CEO support, and chamber BHAG development and fundraising. Serve as a keynote motivational speaker conveying three core concepts: start where you are, use what you have, and do what you can using real-world examples to educate and inspire.

**Accomplishments:**

- Began the firm, set up policies and procedures, and successfully opened the LLC.
- Developed relationships with clients and improved their fundraising and/or operational efforts.
- Recognized by clients for outstanding performance.

**( Served in a part-time temporary position to assist the Myrtle Beach office of the AHA -2019 )**

**North Myrtle Beach Chamber of Commerce, North Myrtle Beach, SC, 2008 – 2018**

President and CEO
Reported to the Board of Directors and fulfilled the mission of advancing the general welfare and prosperity of the North Myrtle Beach area. Improved the economy by promoting tourism and growing other businesses, serving as a resource for existing and prospective businesses. Responsible for administrative, financial, and promotional operations. Oversaw up to 14 employees and a $3+ million budget.

**Accomplishments:**

- Developed a Vision Statement, Mission Statement, and Personnel Manual to establish clear goals and a roadmap for success.
- Improved reporting, policies, and procedures.
- Grew the chamber membership base.
- Raised $5 million in two 5-year campaigns, which included raising enough funds to construct a new chamber office.
- Instrumental in the chamber's receiving a 4-star accreditation from the U.S. Chamber in 2009 and 5-star accreditation (the highest honor) in 2014. This chamber is one of only eight accredited chambers in South Carolina.

## ADDITIONAL ORGANIZATION AND LEADERSHIP EXPERIENCE

- United Way of Central Virginia – President and CEO 2005-2008
- Memphis Regional Chamber of Commerce – President and CEO 1995-2005
- Greater Raleigh Chamber of Commerce – President and CEO 1984-1995
- Norfolk (VA) Chamber of Commerce – President and CEO 1981-1985
- Rocky Mount Chamber of Commerce – President and CEO 1976-1981

( Also served on staffs of Lynchburg College, Lynchburg Chamber and Norfolk Chamber 1969-1976 )
References upon request

# PUBLIC HEARINGS

# City of Mount Holly
# Action Agenda Item

| | |
|---|---|
| **To:** City Council | **Date:** 5-4-21 |
| **From:** Brian DuPont | **Meeting Date:** 5-10-21 |

***Agenda Item to be considered:*** Public hearing on a text amendment for NC GS 160D updates to Land Use Regulations in the Zoning Ordinance, City Code of Laws, and Subdivision & Land Development Ordinance.

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

***Background/Purpose of Request :*** Staff has been working on the amendments recommended by the North Carolina General Assembly since early 2020.

The new Chapter 160D of the North Carolina General Statutes consolidates current city- and county-enabling statutes for development regulations (now in Chapters 153A and 160A) into a single, unified chapter. Chapter 160D places these statutes into a more logical, coherent organization. While the new law does not make major policy changes or shifts in the scope of authority granted to local governments, it does provide many clarifying amendments and consensus reforms that will need to be incorporated into local development regulations.

Chapter 160D is effective now, but local governments have until July 1, 2021 for the development, consideration, and adoption of necessary amendments to conform local ordinances to this new law. All city and county zoning, subdivision, and other development regulations, including unified development ordinances, will need to be updated by that date to conform to the new law. Cities and counties that have zoning ordinances must have an up-to-date comprehensive plan or land use plan by July 1, 2022.

The Consolidated Amendments List has a complete outline of the amendments in each section of the Zoning Ordinance, Subdivision & Land Development Ordinance, and City Code of Laws.

All of the amended sections are on the Planning Department's main page of the City's website. Planning Commission unanimously recommended adoption of the amendments.

***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:***
Request that City Council approve the text amendments to comply with NCGS 160D.

***Result of City Council Decision:***

*Attachments:*

1. **Consolidated Amendments List**
2. **Statement of Consistency**
3. **Resolution of Amendment to City Code of Laws**

## Statement of Consistency & Reasonableness

In considering the request associated with petition 5-3-2021A, an amendment of the Zoning Ordinance to conform to the North Carolina General Statutes Chapter 160D updates to Land Use Regulations, the Mount Holly Planning Commission finds the petition to be a reasonable request and in the public interest. It further finds it to be consistent with the Land Use Plan and Strategic Vision Plan because:

- It promotes the initiative for a Regulatory Framework that is required by the City based on the enabling legislation granted by the State of North Carolina.

This finding(s) is supported by a 7 - 0 vote by the Mount Holly Planning Commission during its May 3, 2021.

Terry K. Bishop
Chair, Planning Commission

05-04-2021
Date

**A Resolution for Amendment to the Code of Ordinances of the City of Mount Holly**

WHEREAS, the City Code for the City of Mount Holly was codified and supplemented through March 25, 2019, and;

WHEREAS, the City Council desires to amend Chapter 4, Buildings and Chapter 9, Housing, in order to conform to the North Carolina General Statutes Chapter 160D updates to Land Use Regulations, and;

NOW THEREFORE, be it resolved that the City Code of Mount Holly is hereby amended to include all amendments, and the same shall be republished to include all such amendments.

Adopted this the ___ day of _______, 20___.

CITY OF MOUNT HOLLY

By: ______________________________________
Bryan M. Hough, Mayor

Attest: ____________________________________
Amy Miller, City Clerk

Upon motion by:

Second by:

Vote:

# OLD BUSINESS

# NEW BUSINESS

# City of Mount Holly
# Action Agenda Item

| | | | |
|---|---|---|---|
| **To:** | Mayor and City Council | **Date:** | February 25, 2021 |
| **From:** | Jonathan Wilson, Deputy Utilities Director/Project Manager | **Meeting Date:** | February 26, 2021 |

***Agenda Item to be considered:***

Approve the Resolution of Award for the low bidder for the South Gateway Area Pump Station and Force Main.

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

***Background/Purpose of Request:***

On February 26th City Council Tentatively awarded this project to Two Brothers Utilities, LLC as the lowest bidder. Since that time the project has been approved by the State and we have received the Authority to Award the project. The below information was a part of the packet for the February 26th City Council meeting and included for additional information purposes.

Bids were accepted on February 18, 2021 at 2:00 PM. Eight bids were received with the lowest two being as follows:

| Company | Subtotal | Mobilization (Not to Exceed 3% of Subtotal) | Contingency Allowance (5%) | Total |
|---|---|---|---|---|
| Two Brothers Utilities, LLC | $2,875,713.55 | $86,271.41 | $143,785.68 | $3,105,770.64 |
| State Utility Contractors, Inc. | $3,715,000.00 | $110,000.00 | $185,750.00 | $4,010,750.00 |

Two Brothers Utilities references and past work have been checked by the City and Project Engineer and this contractor is qualified to perform the work necessary.

## *Fiscal Impact:*

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

***Manager/Staff Recommendation:*** Staff is requesting City Council award the project to the lowest bidder which is Two Brothers Utilities, LLC. Additionally, Staff is requesting the Council approve the Resolution of Award

***Result of City Council Decision:***_____

***Attachments:***

***1. Resolution of Tentative Award.***

## RESOLUTION OF AWARD

**WHEREAS,** the City of Mount Holly, North Carolina has received bids, pursuant to duly advertisement notice therefore, for construction of Contract 15.0 – South Gateway Area Pump Station and Force Main; and

**WHEREAS,** Willis Engineers has reviewed the bids; and

**WHEREAS,** Two Brothers Utilities, LLC. was the lowest bidder for Contract 15.0; in the total bid amount of $3,105,770.64; and

**WHEREAS**, the Engineer recommends **AWARD** to the lowest bidder(s).

**NOW, THEREFORE, BE IT RESOLVED that AWARD** is made to the lowest bidder in the Total Bid Amount of $3,105,770.64.

Upon motion of ____________________, seconded by____________________, the above **RESOLUTION** was unanimously adopted.

This is __ day of _________, 2021.

___________________________________________

Bryan Hough, Mayor, City of Mount Holly

(Seal)

**Attest:**

___________________________

Amy Miller, City Clerk

# OTHER BUSINESS

# REPORTS

# Incident Disposition Totals by Offense

## MOUNT HOLLY POLICE

## (04/01/2021 - 04/30/2021)

| Offense: | Closed By Arrest: | Closed/Oth. Means: | Death of Offender: | Prosecut. Declined: | Cust. Oth. Jurisdic.: | Vic. Ref. Cooper.: | Juv. No Custody: | Not Applic.: | Unfound.: | Reported: | Actual: | Further Invest.: |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 100 - Kidnapping/Abduction | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 1 | 0 |
| 13A - Aggravated Assault | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 2 | 2 | 0 |
| 13B - Simple Assault | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 6 | 0 | 6 | 6 | 2 |
| 13C - Intimidation | 0 | 2 | 0 | 1 | 0 | 0 | 0 | 1 | 0 | 2 | 2 | 0 |
| 220 - Burglary/Breaking & Entering | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 1 | 1 |
| 23A - Pocket-Picking | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 1 | 1 | 0 |
| 23F - Theft From Motor Vehicle | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 6 | 0 | 6 | 6 | 4 |
| 23G - Theft of Motor Vehicle Parts or Accessories | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 1 | 1 |
| 23H - All Other Larceny | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 9 | 0 | 9 | 9 | 8 |
| 240 - Motor Vehicle Theft | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 1 | 0 |
| 250 - Counterfeiting/Forgery | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 1 | 1 |
| 26A - False Pretenses/Swindle/Confidence Game | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 1 | 0 | 2 | 2 | 1 |
| 26B - Credit Card/Automatic Teller Machine Fraud | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | 0 | 4 | 4 | 4 |
| 26F - Identity Theft | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 1 | 0 |
| 290 - Destruction/Damage/Vandalism of Property | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 1 | 1 |
| 35A - Drug/Narcotic Violations | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 7 | 0 | 7 | 7 | 5 |
| 35B - Drug Equipment Violations | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | 0 | 4 | 4 | 2 |
| 370 - Pornography/Obscene Material | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 1 | 1 |
| 520 - Weapon Law Violations | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 2 | 2 | 0 |
| 90C - Disorderly Conduct | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 1 | 0 |
| 90D - Driving Under the Influence | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 2 | 2 | 0 |
| 90F - Family Offenses, Nonviolent | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 1 | 1 |

# Incident Disposition Totals by Offense

## MOUNT HOLLY POLICE

## (04/01/2021 - 04/30/2021)

| Offense: | Closed By Arrest: | Closed/Oth. Means: | Death of Offender: | Prosecut. Declined: | Cust. Oth. Jurisdic.: | Vic. Ref. Cooper.: | Juv. No Custody: | Not Applic.: | Unfound.: | Reported: | Actual: | Further Invest.: |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 90J - Trespass of Real Property | 3 | 0 | 0 | 1 | 0 | 0 | 0 | 3 | 0 | 5 | 5 | 1 |
| 90Z - All Other Offenses | 7 | 3 | 0 | 1 | 0 | 0 | 0 | 10 | 0 | 11 | 11 | 1 |
| 90Z.01 - Traffic Violations | 9 | 3 | 0 | 0 | 0 | 0 | 0 | 14 | 0 | 14 | 14 | 2 |
| 90Z.03 - Court Violations | 6 | 0 | 0 | 0 | 0 | 0 | 0 | 6 | 0 | 6 | 6 | 0 |
| 90Z.05 - Found Property | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 1 | 0 |
| 90Z.06 - Involuntary Commitment | 1 | 2 | 0 | 0 | 0 | 0 | 0 | 4 | 1 | 4 | 3 | 0 |
| 90Z.08 - Escape from Custody or Resist Arrest (Non Assaultive) | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 2 | 2 | 0 |
| 90Z.09 - City Ordinance Violations | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 2 | 2 | 0 |
| 90Z.10 - Missing Person | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 1 | 0 |
| 90Z.11 - Call For Service | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 11 | 4 | 13 | 9 | 6 |
| 90Z.13 - B&E to Motor Vehicle | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 9 | 0 | 9 | 9 | 5 |
| 90Z.14 - Larceny after B&E | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 1 | 1 |
| 90Z.15 - Damage to Property <$500.00 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | 0 | 3 | 3 | 2 |
| Totals: | 41 | 27 | 0 | 5 | 0 | 0 | 0 | 120 | 5 | 129 | 124 | 50 |

# Arrest Race/Sex Totals by Offense

## MOUNT HOLLY POLICE

## (04/01/2021 - 04/30/2021)

| Primary Offense: | White Male: | Black Male: | Indian Male: | Asian Male: | White Female: | Black Female: | Indian Female: | Asian Female: | Juven.: | Adult: | Resd.: | NonRes.: | Arrests: |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 100 - Kidnapping/Abduction | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 1 |
| 35A - Drug/Narcotic Violations | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 1 |
| 520 - Weapon Law Violations | 1 | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 3 | 1 | 2 | 3 |
| 90D - Driving Under the Influence | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 2 | 0 | 2 |
| 90J - Trespass of Real Property | 1 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 3 | 1 | 2 | 3 |
| 90Z - All Other Offenses | 5 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 7 | 6 | 1 | 7 |
| 90Z.01 - Traffic Violations | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 1 |
| 90Z.03 - Court Violations | 4 | 2 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 7 | 2 | 5 | 7 |
| 90Z.06 - Involuntary Commitment | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 1 |
| 90Z.08 - Escape from Custody or Resist Arrest (Non Assaultive) | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 1 |
| 90Z.15 - Damage to Property <$500.00 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 1 | 0 | 1 | 1 |
| Totals: | 14 | 4 | 0 | 0 | 8 | 2 | 0 | 0 | 0 | 28 | 12 | 16 | 28 |

# Citation Totals by Charge

## MOUNT HOLLY POLICE

## (04/01/2021 - 04/30/2021)

| Charge: | Number of Charges: |
|---|---|
| Speeding (Misdemeanor) | 1 |
| Speeding (Infraction) | 11 |
| No Operator License | 6 |
| Driving While License Revoked | 3 |
| Expired Registration | 8 |
| Failure To Stop (Stop Sign/Flashing Red Light) | 2 |
| Running Red Light | 1 |
| No Insurance | 2 |
| Failure To Reduce Speed | 3 |
| Other (Misdemeanor) | 1 |
| Other (Infraction) | 10 |
| Other (2nd Charge - Misdemeanor) | 2 |
| Other (2nd Charge - Infraction) | 10 |
| Total: | 60 |

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

### CFS By Department - All Departments By Date
### 4/1/2021 - 4/30/2021

| MOUNT HOLLY POLICE | Count | Percent |
|---|---|---|
| ALARM B | 25 | 1.68% |
| ALARM R | 15 | 1.01% |
| ANIMAL COMPLAINT | 2 | 0.13% |
| ASSAULT AL OCC | 5 | 0.34% |
| ASSIST CITY DEPARTMENT | 1 | 0.07% |
| ASSIST FD/EMS | 16 | 1.08% |
| ASSIST LE AGENCY | 26 | 1.75% |
| ASSIST OTHER | 7 | 0.47% |
| ATTEMPTED B & E | 1 | 0.07% |
| B & E RES AL OCC | 1 | 0.07% |
| B & E RES IN PROG | 2 | 0.13% |
| B & E TO VEHICLE ALR OCC | 9 | 0.60% |
| CHECK ROADWAY | 16 | 1.08% |
| CHECK THE WELFARE | 22 | 1.48% |
| CHILD ABUSE AL OCC | 1 | 0.07% |
| CHILD CUSTODY | 4 | 0.27% |
| CIVIL DISPUTE | 19 | 1.28% |
| COMM SERV/SPECIAL EVENT | 1 | 0.07% |
| COMMUNICATING THREATS | 13 | 0.87% |
| COUNTERFEIT MONEY | 1 | 0.07% |
| COURT | 5 | 0.34% |
| DAMAGE TO PROPERTY | 10 | 0.67% |
| DEATH INV UNATTENDED | 3 | 0.20% |
| DISCHARGE FIREARM | 9 | 0.60% |
| DISTURBANCE NATURE UNK | 3 | 0.20% |
| DOMESTIC ARGUMENT | 20 | 1.34% |
| DOMESTIC ASSAULT | 2 | 0.13% |
| DRUGS | 5 | 0.34% |
| FOLLOW UP INVESTIGATION | 27 | 1.81% |
| FOOT PATROL | 2 | 0.13% |
| FOUND PROPERTY | 1 | 0.07% |
| FRAUD | 9 | 0.60% |
| FUNERAL ESCORT | 3 | 0.20% |
| HANGUP 911 | 8 | 0.54% |
| HARRASSMENT | 2 | 0.13% |
| HIT & RUN PD | 4 | 0.27% |
| HIT & RUN PI | 1 | 0.07% |
| IDENTITY THEFT | 1 | 0.07% |
| ILLEGAL DUMPING | 2 | 0.13% |
| INDECENT EXPOSURE | 1 | 0.07% |
| INFORMATION ONLY | 21 | 1.41% |
| INTOXICATED DRIVER | 4 | 0.27% |

| MOUNT HOLLY POLICE | Count | Percent |
|---|---|---|
| INTOXICATED PEDESTRIAN | 2 | 0.13% |
| JUVENILE | 9 | 0.60% |
| K9 DEPLOYMENT-TRACKING | 1 | 0.07% |
| K9 DEPLOYMENT-VEHICLE SEARCH | 3 | 0.20% |
| KIDNAPPING AL OCC | 1 | 0.07% |
| LARCENY AL OCC | 10 | 0.67% |
| LARCENY FROM VEHICLE | 5 | 0.34% |
| LOCKOUT HOUSE/CAR | 1 | 0.07% |
| MENTAL COMMITMENT | 4 | 0.27% |
| MISC CALL | 2 | 0.13% |
| MISSING PERSON ADULT | 1 | 0.07% |
| MISSING PERSON JUVENILE | 3 | 0.20% |
| MV COLLISION PD | 27 | 1.81% |
| MV COLLISION PI | 12 | 0.81% |
| NOISE VIOLATION | 19 | 1.28% |
| OBTAINING WARRANT | 2 | 0.13% |
| OVERDOSE | 1 | 0.07% |
| PARKING VIOL | 5 | 0.34% |
| PERSONAL ESCORT | 9 | 0.60% |
| PICK UP PROPERTY | 3 | 0.20% |
| PROWLER | 7 | 0.47% |
| PUBLIC NUISANCE BIKES/SKATEBOARDS/ATV/DIRT BIKES | 8 | 0.54% |
| PUBLIC SERVICE CALL | 35 | 2.35% |
| RADAR/TRAFFIC ENFORCEMENT | 2 | 0.13% |
| ROAD RAGE | 1 | 0.07% |
| SCHOOL PROGRAM | 1 | 0.07% |
| SCHOOL RES OFFICER | 14 | 0.94% |
| SCHOOL TRAFFIC | 6 | 0.40% |
| SERVE WARRANT | 36 | 2.42% |
| SOLICITATION | 1 | 0.07% |
| SPECIAL ASSIGNMENT | 18 | 1.21% |
| SPECIAL CHECK | 554 | 37.23% |
| STOLEN VEHICLE AL OCC | 6 | 0.40% |
| STRANDED MOTORIST | 24 | 1.61% |
| SUBJECT WITH A GUN/WEAPON | 2 | 0.13% |
| SUICIDAL SUBJECT | 2 | 0.13% |
| SUSPICIOUS PERSON | 45 | 3.02% |
| SUSPICIOUS VEH OCCUP | 44 | 2.96% |
| SUSPICIOUS VEH UNOCCUP | 61 | 4.10% |
| TRAFFIC OTHER | 20 | 1.34% |
| TRAFFIC STOP | 117 | 7.86% |
| TRESPASS | 19 | 1.28% |
| VANDALISM AL OCC | 3 | 0.20% |
| VERBAL ARGUMENT | 12 | 0.81% |
| Total Records For MOUNT HOLLY POLICE | 1488 Dept Calls/Total Calls | 99.07% |

| No Units | Count | Percent |
|---|---|---|
| ALARM B | 1 | 7.14% |

| No Units | Count | | Percent |
|---|---|---|---|
| ALARM R | 1 | | 7.14% |
| INFORMATION ONLY | 1 | | 7.14% |
| INTOXICATED DRIVER | 1 | | 7.14% |
| JUVENILE | 1 | | 7.14% |
| NOT AN ACTUAL CALL | 3 | | 21.43% |
| PERSONAL ESCORT | 1 | | 7.14% |
| SPECIAL CHECK | 3 | | 21.43% |
| SUSPICIOUS VEH UNOCCUP | 1 | | 7.14% |
| TRAFFIC STOP | 1 | | 7.14% |
| Total Records For No Units | 14 | Dept Calls/Total Calls | 0.93% |

**Total Records** **1502**

# PUBLIC WORKS REPORT

| MARCH | 2021 | 2020 | 2019 |
|---|---|---|---|
| **Water** | | | |
| Daily Average (mgd) | 2.373 | 2.589 | 2.594 |
| Daily Maximum (mgd) | 2.877 | 2.986 | 2.930 |
| Daily Minimum (mgd) | 1.909 | 2.267 | 2.320 |
| Monthly Total (mg) | 73.580 | 80.265 | 80.430 |
| Customers | | | |
| Inside City Limits | 6718 | 6500 | 6317 |
| Outside City Limits | 490 | 487 | 491 |
| **TOTAL** | 7208 | 6987 | 6808 |
| **Wastewater** | | | |
| Daily Average (mgd) | 2.762 | 2.369 | 2.442 |
| Daily Maximum (mgd) | 6.204 | 2.973 | 3.980 |
| Daily Minimum (mgd) | 1.872 | 1.260 | 1.495 |
| Monthly Total Flow (mg) | 85.632 | 73.445 | 75.698 |
| American & Efird Total Flow (mg) | 19.936 | 15.253 | 16.507 |
| Customers | | | |
| Inside City Limits | 6296 | 6093 | 5917 |
| Outside City Limits | 51 | 53 | 53 |
| **TOTAL** | 6347 | 6146 | 5970 |
| **Sanitation** | | | |
| Number of Customers | | | |
| Residential | 5874 | 5650 | 5502 |
| Commercial / Industrial | 154 | 150 | 152 |
| Recycling | 5950 | 5754 | 5605 |
| Garbage Collected (tons) | 459.86 | 446.81 | 408.58 |
| General Yardwaste (tons) | 56.67 | 80.68 | 61.69 |
| Chipping (tons) | 0.00 | 0.00 | 0.00 |
| Leaves (tons) | 0.00 | 0.00 | 0.00 |
| Total Yardwaste (tons) | 56.67 | 80.68 | 61.69 |
| White Goods (tons) | 0.00 | 0.00 | 0.00 |
| Recycling (tons) | NA | NA | 81.92 |

# PUBLIC WORKS REPORT

| APRIL | 2021 | 2020 | 2019 |
|---|---|---|---|
| **Water** | | | |
| Daily Average (mgd) | 2.575 | 2.744 | 2.620 |
| Daily Maximum (mgd) | 3.390 | 3.463 | 3.040 |
| Daily Minimum (mgd) | 2.244 | 2.412 | 2.320 |
| Monthly Total (mg) | 77.263 | 82.332 | 78.612 |
| Customers | | | |
| Inside City Limits | 6781 | 6524 | 6352 |
| Outside City Limits | 494 | 490 | 494 |
| **TOTAL** | 7275 | 7014 | 6846 |
| **Wastewater** | | | |
| Daily Average (mgd) | 2.291 | 2.160 | 2.332 |
| Daily Maximum (mgd) | 2.753 | 3.815 | 4.040 |
| Daily Minimum (mgd) | 1.329 | 1.006 | 1.301 |
| Monthly Total Flow (mg) | 68.717 | 64.805 | 69.969 |
| American & Efird Total Flow (mg) | 19.536 | 8.817 | 18.006 |
| Customers | | | |
| Inside City Limits | 6341 | 6118 | 5952 |
| Outside City Limits | 52 | 54 | 53 |
| **TOTAL** | 6393 | 6172 | 6005 |
| **Sanitation** | | | |
| Number of Customers | | | |
| Residential | 5889 | 5666 | 5506 |
| Commercial / Industrial | 154 | 151 | 151 |
| Recycling | 5955 | 5755 | 5616 |
| Garbage Collected (tons) | 632.04 | 640.51 | 460.44 |
| General Yardwaste (tons) | 91.86 | 106.01 | 94.99 |
| Chipping (tons) | 0.00 | 0.00 | 0.00 |
| Leaves (tons) | 0.00 | 0.00 | 0.00 |
| Total Yardwaste (tons) | 91.86 | 106.01 | 94.99 |
| White Goods (tons) | 0.00 | 0.00 | 0.00 |
| Recycling (tons) | NA | NA | 89.40 |