



May 9, 2022
Council Meeting

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

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



**May 9, 2022
7:00 P.M.**

CALL TO ORDER BY THE MAYOR

INVOCATION

Reverend Mark Massey, Pastor at True Light Tabernacle

PLEDGE OF ALLEGIANCE

Boy Scout Troop 59

SET THE AGENDA

CONSENT AGENDA

1. Approval of lease for Dutchman's Creek Access Area
2. Approval of Imagery, Phase 4 Maps 1-4 Final Plat
3. Approval of the Amended Noise Ordinance
4. Approval of a Proclamation Recognizing May 1-7, 2022 as Municipal Clerk's Week
5. Approval of a Proclamation Recognizing May 11-17, 2022 as National Police Week
6. Approval of a Proclamation Recognizing May 15-21, 2022 as Public Work's Week
7. Approval of an Interlocal Agreement Creating Consortium for Participating in HUD "Home" Program
8. Call for a public hearing on the 2022-2023 proposed Fiscal Year Budget and Fee Schedule
9. Approval of Minutes of the April 11, 2022 Council Work Session Meeting

PRESENTATIONS

PUBLIC HEARING

1. Public hearing for review and recommendation to City Council, to consider an application, submitted by Belmont Del Associates, LLC, for a proposed rezoning of a 15-acre tract of land, located between YMCA Drive and Caldwell Drive, Parcel ID # 212802, from B-3 South Gateway Overlay District to CD Multifamily (Stowe Property)
Greg Beal
2. Public hearing to consider traffic controlling device on South Hawthorne
Tony Walker

PUBLIC COMMENT – Three (3) Minute Limit

OLD BUSINESS

NEW BUSINESS

CLOSED SESSION

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

ADJOURN

CONSENT AGENDA



City of Mount Holly Action Agenda Item

To: Mayor and City Council

Date: 5-4-22

From: Mark Jusko

Meeting Date: 5-9-22

Agenda Item to be considered: Approval of lease for Dutchman's Creek Access Area

Will this require a public hearing?

☐ YES

☒ NO

Background/Purpose of Request This lease agreement is between the City and Duke Energy for the 3.9 acres below the old street department property on Dutchman's Creek. Duke Energy built a gravel entrance and parking lot and developed a natural canoe/kayak launch on the property as part of their FERC relicensing agreement. The lease states that the City will maintain the 3.9 acres and we will manage the property with our normal park hours of operation dawn-dusk.

Fiscal Impact:

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

Manager/Staff Recommendation: *Recommended for approval*

Result of City Council Decision:

Attachments:

Memorandum of Lease and Lease with Duke Energy for the Dutchman's Creek Access Area

PREPARED BY: Christopher G. King, Counsel, Duke Energy Corporation
Mail To: Duke Energy Corporation
c/o Bambi Lohr (PNG-04C)
4720 Piedmont Row Drive
Charlotte, North Carolina 28210

Site: 008249
Land Unit: 0059461
Project No.: 008249-460368

STATE OF NORTH CAROLINA

COUNTY OF GASTON

MEMORANDUM OF LEASE

**Dutchmans Creek Access Area
Lake Wylie, FERC Catawba-Wateree Project (2232)**

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the rents and covenants set forth in a certain Lease Agreement (the "Lease") by and between **DUKE ENERGY CAROLINAS, LLC**, a North Carolina limited liability company ("Lessor"), and **CITY OF MOUNT HOLLY**, a North Carolina municipal corporation ("Lessee"), Lessor has leased to Lessee that property located in Gaston County, North Carolina, hereinafter referred to as the "Leased Premises" to wit:

All that tract of land containing 3.9 ± acres, lying within and adjoining Lake Wylie, as shown and described on a certain plat entitled "Dutchmans Creek Access Area," attached hereto as **Exhibit A** and incorporated herein by reference.

The Leased Premises may be used by Lessee for the development, maintenance and operation of a public park and/or public recreation area.

The Leased Premises is part of Lessor's Catawba-Wateree Hydroelectric Project (FERC NO. 2232) (the "Project"), for which Lessor holds a license to operate (the "License") and which Project is subject to regulatory oversight by the Federal Energy Regulatory Commission ("FERC").

The Lease shall begin on _____, 2022 (the "Effective Date"), and shall expire at the end of the term of the License granted to Grantor by the FERC effective November 1, 2015 (including any extension periods of the License as may be granted by the FERC through annual licenses or otherwise, but not including the next new or subsequent license the FERC may issue after the expiration of the License), unless

terminated sooner pursuant to Paragraphs 28, 29 or 31 of the Lease. Lessor may terminate the Lease at any time if directed to do so by FERC or its successor agency having jurisdiction over hydroelectric reservoirs that are subject to the Federal Power Act or if necessary to comply with FERC requirements.

The provisions set forth in the aforementioned Lease are hereby incorporated in this Memorandum as though stated herein.

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument under seal as of this _____ day of _____, 2022.

LESSOR:

DUKE ENERGY CAROLINAS, LLC
a North Carolina limited liability company

By: _____
Name: Eric J. Rouse
Title: Director, Land Services Carolinas & Gas

STATE OF NORTH CAROLINA

COUNTY OF _____

I certify that the following person, ERIC J. ROUSE, personally appeared before me this day, acknowledging to me that he signed the foregoing Memorandum of Lease document, on behalf of the company, in the capacity stated.

Date: _____

Notary Public

My Commission Expires: _____

Notary Name Typed/Printed

(Notary Seal)

[Signatures Continue on Following Page]

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument under seal as of this
_____ day of _____, 2022.

LESSEE:

CITY OF MOUNT HOLLY

a North Carolina municipal corporation

By: _____

Print Name: _____

Title: _____

STATE OF NORTH CAROLINA

COUNTY OF _____

I certify that the following person _____ (Name of Officer) as
_____ (Title of Officer) personally appeared before me this day, acknowledging to me that
he signed the foregoing Memorandum of Lease document, on behalf of CITY OF MOUNT HOLLY, a North
Carolina municipal corporation, in the capacity stated.

Date: _____

Notary Public

My Commission Expires: _____

Notary Name Typed/Printed

(Notary Seal)

PREPARED BY: Christopher G. King, Counsel, Duke Energy Corporation

Site: 008249
Land Unit: 0059461
Project No: 008249-460368

STATE OF NORTH CAROLINA
COUNTY OF GASTON

PUBLIC ACCESS AREA
LEASE AGREEMENT WITH
CITY OF MOUNT HOLLY

Dutchmans Creek Access Area
Lake Wylie, FERC Catawba-Wateree Project Number 2232

THIS LEASE is made and entered into by and between **DUKE ENERGY CAROLINAS, LLC**, a North Carolina limited liability company ("Lessor"), and **CITY OF MOUNT HOLLY**, a North Carolina municipal corporation ("Lessee");

WITNESSETH:

WHEREAS, Lessor holds a license ("License") from the Federal Energy Regulatory Commission ("FERC") to operate the Catawba-Wateree Hydroelectric Project, FERC Project No. 2232 ("Project"), which impounds the waters of the Catawba and Wateree rivers, including Lake James, Lake Rhodhiss, Lake Hickory, Lookout Shoals Lake, Lake Norman, Mountain Island Lake and Lake Wylie in North Carolina and including Fishing Creek Reservoir, Cedar Creek Reservoir, Great Falls Reservoir, Lake Wateree and Lake Wylie in South Carolina, and which Project is subject to regulatory oversight by the FERC; and

WHEREAS, Lessor owns that certain property described herein lying within and adjoining the bed of Lake Wylie (the "Lake") in Gaston County, North Carolina, which is part of the Project; and

WHEREAS, Lessee desires to lease a portion of said Project on the Lake for the purpose of constructing and maintaining a public park and/or public recreational area, containing 3.9 ± total acres lying within and adjoining the Lake as more particularly shown on that certain aerial depiction entitled "Access Area Boundary," and that certain aerial depiction entitled "Dutchmans Creek Access Area", attached hereto as Exhibit A and incorporated herein by reference (the "Leased Premises"), and as described in detail on the Site Plan attached hereto as Exhibit B and incorporated herein by reference; and

WHEREAS, Lessor desires to accommodate Lessee's construction, operation and maintenance of a public park and/or public recreation area provided such use does not interfere with Lessor's ability to operate and maintain the Project in accordance the License, other FERC requirements, and its business operations; and

WHEREAS, Article 411 of the License for the Project grants Lessor (as the Licensee of the Project) the authority to grant permission for certain types of use and occupancy of Project lands and waters and to convey certain interests in Project lands and waters for certain types of use and occupancy as long as the proposed use and occupancy is consistent with the purposes of protecting and enhancing the scenic, recreational and environmental values of the Project.

NOW, THEREFORE, the Lessor, for and in consideration of the covenants and agreements hereinafter expressed to be kept and performed by Lessee, hereby leases to Lessee and Lessee hereby leases from Lessor, subject to the exceptions and reservations and upon the terms and conditions and for the purposes in this instrument set out, the Leased Premises.

1) Term: This Lease shall begin on the ____ day of _____, 2022 (the "Effective Date"), and shall expire at the end of the term of the License granted to Lessor by the FERC effective November 1, 2015 (including any extension periods of the License as may be granted by the FERC through annual licenses or otherwise, but not including the next new or subsequent license the FERC may issue after the expiration of the License), unless terminated sooner pursuant to Paragraphs 28, 29 or 31 of this Lease. Lessor may terminate this Lease at any time if directed to do so by the FERC or its successor agency having jurisdiction over hydroelectric reservoirs that are subject to the Federal Power Act or, if necessary, to comply with FERC requirements.

2) Warranties: In order to induce Lessor to enter into this Lease, Lessee warrants and represents that it has authority to enter into this Lease under or by _____. Lessor represents that it has full and lawful authority to enter into this Lease for lands dedicated to public use by terms of the License for the Project issued by the FERC pursuant to the Federal Power Act.

a) Disclaimer of Warranties of Condition: Lessee accepts the Leased Premises "AS IS." Lessor makes no warranties or representations as to the conditions of the Leased Premises or any improvements thereon, whether open and obvious or concealed. Lessor makes no representation or warranty, express or implied, and will bear no responsibility as to the existing or future water

quality or quantity in Lake Wylie or its tributaries, or the sufficiency or suitability of the Leased Premises for use as a public park and/or public recreation area.

- b) Assignment of Contractor and Vendor Warranties: Lessor agrees to Lessee's rights under all assignable contractor or vendor warranties relating in any way to any building, fixture or other improvement located on the Leased Premises, as permitted by the terms and conditions of contractor or vendor warranties.

3) Rent and/or Other Consideration: The consideration flowing to Lessor for this Lease is the Lessee's assumption of responsibility for construction, maintenance and operation of present and future recreation facilities permitted under the terms of the License. Failure by Lessee to maintain and operate the permitted facilities and the Leased Premises to the standards reasonably required by the FERC shall constitute a default under the terms of this Lease pursuant to Paragraph 28 herein. Should the FERC require additional public recreation facilities within the Leased Premises, Lessor and Lessee shall hold a meeting to discuss the requirement. The procedures set forth in Paragraph 6, Site Plan, shall be followed.

4) Permitted Uses: The Leased Premises may be used by Lessee for the development, maintenance and operation of a public park and/or public recreation area and for no other purpose unless it is a compatible use, such as the provision of recreation-related goods and services, which may be permitted on site when authorized in advance in writing by Lessor. Any public park and/or public recreation area may include, but is not limited to, the following types of area development:

a) Public Park or Recreation Areas --

- i) Areas that have developed recreational facilities, such as picnic tables, picnic pavilions, swimming beaches, bath houses, restrooms, campgrounds, concessions, waste pump out facilities, challenge courses, maintenance and related structures or facilities that directly support park operations and maintenance, and other related facilities or amenities; and
- ii) Recreation uses such as picnicking, tent camping, hiking, wildlife viewing, boating, fishing, swimming, and other related outdoor activities.

- b) Access and/or Trail Areas -- areas that enable water access via boat launches or piers, or land access via pedestrian, bike or horse trails.

- c) Nature Preserve/Research Areas -- areas that provide land for and promote the development of cooperative partnerships to enable preservation activities, conservation easements and/or research.

5) Public Use of Facilities: Use of any and all public park and/or public recreation area facilities, including such public service/convenience facilities as restrooms, water faucets, public communications equipment, trash receptacles, etc., constructed or placed on the Leased Premises by the Lessee will be open to use by boaters, bank fishing persons and all other public recreation users of the public recreation facilities, during the times and for the applicable fees stipulated in the fee schedule entitled "Dutchman's Creek Access Area City of Mt. Holly Operation Plan," and attached hereto and incorporated herein by reference as Exhibit B-1. Bank fishing will be allowed at the access area for no charge. Lessee shall allow public boat launching at the required public boating access areas (if any) free of charge, except where fees have been agreed upon, in advance and in writing, with Lessor.

6) Site Plan: The Site Plan submitted by the Lessee for development of recreation facilities on the Leased Premises, attached hereto as Exhibit B, shall be implemented by Lessee. Any changes to the Site Plan require prior written approval of the Lessor. Additions to, modifications or removal of any facilities will require the submittal to Lessor of detailed plans, including but not limited to, construction plans and elevation drawings. Major additions, modifications or removal may require review by other entities and may require FERC approval, as provided in Article 411 of the License and the FERC approved Catawba-Wateree Recreation Management Plan.

If, as part of this Lease, Lessor approves construction of new facilities, such facilities must be constructed within the timelines set out in the Site Plan. A one (1) year or other appropriate time extension may be considered if the Lessee files a written request with Lessor at least 60 days prior to the construction deadline for any specific facility or facilities, setting forth the reasons why the facility or facilities will not be completed within the allotted timeframe. If an extension of time to complete construction of the facilities is granted by Lessor, additional requirements may be required of Lessee to meet revised regulations or shoreline development guidelines.

Should FERC require additional recreation facilities to be located at the Leased Premises, Lessor will contact Lessee and arrange a meeting to discuss the required additional recreation facilities. At the meeting the specifics of what facilities must be added, where the facilities can be added, an estimated cost for adding the

facilities, and the timing of adding additional facilities should be determined. Lessor and Lessee will then evaluate their available resources to determine how and when the required additional recreation facilities will be constructed, and if those resources will be in dollars, 'in-kind' services or a combination thereof. A revised Site Plan will be developed based on the results of the meeting. Once Lessor and Lessee are in agreement with the revised plan, at Lessor's option, Lessor and Lessee shall enter into a revised lease or amendment to lease.

7) User Fees and Hours of Operation: Lessee agrees that Lessor's employees, third party contractor employees, federal, state and local law enforcement, environmental, public health and emergency response crews operating in his/her official capacity will be exempt from user fees. Any proposed changes in the schedule of fees or hours of operation by the Lessee must be submitted in writing to the Lessor at least sixty (60) days prior to proposed implementation and must be approved in writing. Contracts or leases between Lessee and third parties regarding the sale of goods or services on the Leased Premises must be submitted to Lessor at least sixty (60) days prior to proposed implementation; and must not be executed until Lessee receives written approval from the Lessor. Lessee agrees that user fees as well as any proceeds it collects from third party contracts or leases associated with the Leased Premises will be used exclusively to:

- a) offset Lessee's costs of operation, maintenance, and capital improvements of the Leased Premises or other public recreation facilities for which Lessee is responsible that are also within or adjoining the Project Boundary or within or adjoining a free-flowing section of the Catawba-Wateree River, or
- b) offset Lessee's cost of improving its own public recreation department in specific areas that benefit public recreation users of the Project or the aforementioned free-flowing section of the Catawba-Wateree River.

Lessee agrees to submit an Annual Operational Report to assist Lessor in its reporting on shoreline activities and planning efforts to the FERC.

8) Joint Annual Inspection: Lessor and Lessee will perform a joint annual physical inspection of the Leased Premises each year for the term of this Lease to ensure the Leased Premises are being maintained in a safe manner and to the maintenance levels mutually acceptable to Lessor and Lessee.

9) Entry by Lessor: Lessor, its agents and representatives, at all reasonable times may enter the Leased Premises to examine same, and any such entry by or on behalf of Lessor shall not be or constitute an eviction, partial eviction or deprivation of any right of Lessee and shall not alter the obligations of the Lessee hereunder or create any right in Lessee adverse to the interest of the Lessor. In the event that Lessee is temporarily unable to operate the recreation facilities, Lessor shall have the right, but not the obligation, to enter the Leased Premises and operate the recreation facilities until such time as Lessee is able to resume operation. Any such entry by or on behalf of Lessor for temporary operation shall not be or constitute an eviction, partial eviction or deprivation of any right of Lessee and shall not alter the obligations of the Lessee hereunder or create any right in Lessee adverse to the interest of the Lessor.

10) Maintenance: Lessee recognizes it has the continuing responsibility to ensure the constructed and placed facilities are maintained in good repair, including, but not limited to, maintenance of those facilities in the Site Plan and proper erosion control within the Leased Premises and along the shoreline, and agrees to take all reasonable steps necessary to meet this responsibility. Lessee is to maintain all structures and improvements within the Leased Premises in a sound condition and in neat appearance and pay all costs for said maintenance. In the event Lessee fails to properly maintain all buildings and improvements or Lessee fails to obtain budgetary appropriations for the maintenance of the Leased Premises, then Lessor may terminate this Lease and retake possession of the Leased Premises, as set forth in Paragraphs 28 and 29.

11) Signage: Lessor will provide to Lessee all information required for signage at the entrance to boat access ramps (if any) or other signage as required by the License. Lessee shall erect the signs within 30 days of receipt of said information and maintain the signs during the term of this Lease.

12) Improvements: Lessee shall have the right at its own expense to make additions or modifications to those facilities and improvements existing upon the Leased Premises at the commencement of the Lease term. However, Lessee shall submit to Lessor for Lessor's review detailed plans, including but not limited to construction plans and elevation drawings of all proposed material alterations or improvements and receive the written approval of Lessor prior to initiating work on proposed alterations or improvements. Dependent on the scope and substance of the proposed alterations or improvements, modification of the Site Plan may be required. Additionally, certain substantive changes may require the approval of applicable local, state and federal agencies

prior to submittal of the request to Lessor and in certain situations the Lessor will need to submit Lessee's application to the FERC for approval, prior to issuance of approval by Lessor.

13) Illegal and Prohibited Uses: Lessee shall not make or permit to be made any illegal or prohibited use of the Leased Premises or any use thereof constituting a public nuisance, and shall keep the Leased Premises in a neat and orderly manner and shall comply with all applicable building codes and health regulations and with the rules and regulations of any and all applicable governmental authorities. All water and sanitary sewer facilities shall be designed, installed, constructed, maintained and operated only with the approval of the applicable governmental authorities. Prohibited uses under the terms of the Lease include but are not limited to the following:

- a) Sale of alcoholic beverages or drugs;
- b) Gambling (e.g., installation of video gaming machines that pay off, etc.);
- c) Creation or installation of firearm or shooting ranges;
- d) Charging excessive fees;
- e) Establishing predetermined user groups that use specific facilities; and
- f) Excluding any user on the basis of age, sex, race, color, religion, national origin, handicap/disability, or familial status.

14) Fire Protection: In the event of a fire within or threatening to the lands or facilities of any park or recreation area which is a part of this Lease, Lessee agrees to assist Lessor with the protection of the park or recreation area against such fire.

15) Leased Premises Subject to FERC Oversight: Lessee agrees its use of the Leased Premises will comply with FERC Order No. 313, attached hereto as Exhibit C, and all regulations or directives issued by the FERC. Lessee's use of the aforesaid lands will not endanger health or safety, create a nuisance or otherwise be incompatible with the overall recreational use of the Project. Failure by Lessee to maintain and operate the FERC required facilities and the Leased Premises to the standards reasonably required by the FERC shall constitute a default under the terms of this Lease pursuant to Paragraph 28. If the Lessee becomes temporarily unable to operate FERC required recreation facilities, the Lessor retains the right to enter the Leased Premises and operate, or arrange for the operation of, Project-related recreation facilities in accordance with the FERC approved Catawba-Wateree License and Recreation Management Plan. Lessee must obtain written approval from Lessor

to take out of service any non-Project recreation facility for any period of time other than as required for routine maintenance.

16) Compliance with State, Federal and Local Laws: Lessee agrees that its use of the Leased Premises as herein provided shall be consistent with all applicable state, federal and local laws as well as all ordinances, rules, regulations and sanctions of any regulatory body or governmental agency (state, federal or local) having jurisdiction in the Leased Premises, and Lessee's use of the Leased Premises shall comply with all applicable Duke Energy Shoreline Management Guidelines and the Shoreline Management Plan. Upon request by Lessor, Lessee shall re-enter the Leased Premises at any time after the termination or expiration of this Lease and perform such operations necessary for compliance with then applicable law, ordinances or regulations at the termination date. Lessee shall be relieved of any responsibility for compliance under this Paragraph 16 if during the Lease term Lessor causes noncompliance by changing conditions upon the Leased Premises, including but not limited to, land use pattern, or causing or allowing any third party to do so.

17) Protection of Environment: All necessary precautions shall be taken during construction and subsequent operation and maintenance of the facilities to protect and enhance the scenic, environmental, recreational and cultural values of any affected lands and waters of the Project.

18) Archaeological Resources: Lessee shall comply with the cultural resources consultation requirements specified in the Lessor's Historic Properties Management Plan for the Project regarding any ground-disturbing activities, inadvertent discoveries, treatment of human remains and funerary objects or significant modifications to the leased facilities and lands. If any archaeological resources are discovered during construction or maintenance activities, such activities shall be halted and the State Historic Preservation Officer shall be contacted to determine what measures, if any, are needed to protect or salvage the resources and the Lessor shall be notified. Written notice shall be given to Lessor and all other appropriate agencies of any such discovery and the measures being implemented, if any are required.

19) Utility Easement: Lessor for itself, successors and assigns, reserves an easement to build, construct, maintain and operate electric distribution/transmission lines on, over, under, along and above the Leased Premises. Lessor also reserves the right, privilege and easement to erect, construct, reconstruct, replace, maintain and use towers, poles, wires, crossarms and other appliances and fixtures for the purpose of transmitting

or distributing electric power, for Lessor's communication purposes, and for any other purpose that is, in Lessor's sole discretion, consistent with its business operations, together with the right to keep said lines, appliances, and fixtures free of structures, trees and other objects that may endanger or interfere with same. Lessor will notify and consult with the Lessee as to the plans for the construction of any buildings or structures to be placed within the Leased Premises, necessary to conduct Lessor's business.

Lessee acknowledges that Lessor operates and maintains a right of way containing electric transmission lines as shown on Exhibit A-1. Lessee shall not build, construct or erect any new building or structure within the right of way area.

20) Reservation of Use: The right to use the Leased Premises for Project purposes (not inconsistent with the activities and purposes of this Lease) is hereby reserved to the Lessor, its successors and assigns.

21) Reservation of Authority: No terms or conditions herein contained shall be construed as limiting or affecting in any way the authority of Lessor in connection with its exercise of proper protection and administration of the public access areas or its License.

22) Response to Increase in Recreation Use: Lessor will in good faith, for the included lakes aforementioned in the Project, endeavor to accommodate future increases in public recreation use of the lakes by arranging for the designation of lands for recreation use that are or may become available for such purposes and when such land areas are consistent with the Shoreline Management Plan and/or the operation of Lessor's business.

23) FERC License Conflicts: This Lease is subject to the terms and conditions of the License for the Project. In the event of any conflict between the terms and conditions of this Lease and the terms of the License, it is agreed that the terms of the License shall prevail.

24) Transfer or Assignment: The Lessee may not transfer or assign this Lease or let or sublet the whole or any part of the Leased Premises to anyone without the prior written consent of the Lessor.

25) Insurance by Lessee: Lessee agrees that, at its own cost and expense, it shall obtain and maintain in force during the term of this Lease the following insurance coverage and minimum insurance limits:

- a) Commercial General liability insurance from a reputable insurance company authorized to do business in North Carolina, providing coverage for any and all risks of liability associated with Lessee's occupancy and use of the Leased Premises and the activities authorized hereunder, with limits of at least \$2,000,000 per occurrence.
- b) Workers' Compensation meeting statutory limits
- c) Employers' Liability Insurance of not less than \$1,000,000 each accident.
- d) Automobile Liability Insurance of not less than \$1,000,000 each occurrence.

The Lessee must meet the following additional insurance-related requirements:

- 1. Insurance coverage must be from the State Insurance Reserve Fund, or where applicable and authorized, with insurance companies with a minimum A.M. Best Rating of A-VII.
- 2. Lessee shall deliver to Lessor certificates of insurance prior to the beginning of the Lease and within 30 days of each insurance renewal. The certificates of insurance shall list the coverages and limits, the expiration dates and terms of policies and all endorsements whether or not required by Lessor, and listing all carriers issuing said policies. Lessor shall not be obligated to review any of Lessee's certificates of insurance, insurance policies and/or endorsements or advise the Lessee of any deficiencies in such documents, and any receipt of copies or review by Lessor shall not relieve the Lessee from or be deemed a waiver of Lessor's right to insist on strict fulfillment of the Lessee's obligations. The Lessee shall deliver a certified copy of each insurance policy including all endorsements upon request by Lessor.
- 3. Lessee shall name Lessor as an additional insured, using Insurance Services Office, Inc. (ISO) additional insured (CG 20 10) or equivalent, under all required policies of liability insurance. (Except Worker's Compensation Insurance). All policies shall include waivers of any right of subrogation of the insurers using standard ISO forms. The certificate(s) of insurance shall specifically confirm the "waiver of subrogation" and "additional insured" obligations.

4. All insurance policies shall each contain a provision that coverage will not be cancelled, not renewed or materially modified unless at least thirty (30) days' prior written notice has been given but, in any event, if Lessee becomes aware of any such cancellation, reduction in coverage or non-renewal, Lessee shall provide written notice to Lessor of such action within ten (10) days of receipt of notice of any such action from its carrier. All policies of insurance required shall be endorsed or shall otherwise provide that Lessee's insurance shall be primary with respect to their own acts or omissions and not be in excess of, or contributing with, any insurance maintained by Lessor. Lessee will be responsible for their own respective deductibles, self-insured retentions, and self-insurance under its insurance program.
5. Should Lessee fail to provide or maintain any required insurance, Lessor shall have the right, but not the obligation, to provide or maintain any such insurance, and to invoice the cost to the Lessee whereupon Lessee shall reimburse Lessor annually within forty-five (45) days following the request for payment.
6. Upon Lessee's contracting with an entity for the purpose of constructing any facilities on the Leased Premises, Lessor shall be named as an additional insured on a policy of insurance covering the scope of such activity prior to the commencement of any activity by Lessee, its agents or contractors. All policies shall include waivers of any right of subrogation of the insurers using standard ISO forms. Any contractor or subcontractor performing work on property that is the subject of this Lease shall have in place prior to commencement of any activity and during the performance of any activity, the following types of insurance and minimum coverage limits:
 - Commercial General Liability Coverage – \$2 million per occurrence.
 - Workers Compensation – Within statutory limits.
 - Employer's Liability – \$1 million each accident.
 - Automobile Liability – \$1 million per occurrence.

26) Hazard Insurance: Lessee shall also, at all times during the term of this Lease, keep all improvements which are now or hereafter a part of the Leased Premises insured against loss or damage by fire and the extended coverage hazards for one hundred percent (100%) of the full replacement value of such improvements of like kind and quality. Any loss adjustment shall require the written consent of both Lessor and

Lessee. In the event any improvements upon the Leased Premises shall be damaged or destroyed by fire or other casualty, then Lessee shall promptly restore same to the condition existing before such loss or damage.

27) Hazardous Materials: The following items are to be implemented by the Lessee for the Leased Premises:

- a) Lessee shall not bring to or handle, store, dispense, transport or locate on or about the Leased Premises any chemical substances, oil, gasoline, other petroleum products, formaldehyde, PCBs, or any toxic, carcinogenic, radioactive or hazardous wastes, materials, substances or contaminants (known collectively "Hazardous Materials") for purposes other than construction, maintenance or repair of the recreation facilities, without Lessor's prior written authorization. Notwithstanding the foregoing, Lessee shall not bring to or handle, store, dispense, transport or locate on or about the Leased Premises any materials that contain asbestos, methylene chloride, or hexavalent chromium. For primers or coatings suspected of containing lead, Lessee shall ensure the lead content of such products or materials is no more than the current Consumer Product Safety Commission threshold.
- b) While handling, transporting or storing any Hazardous Materials on or about the Leased Premises, Lessee shall act in full compliance with all applicable federal, state and local laws, ordinances and regulations.
- c) Lessee shall give Lessor immediate written notice of any problem, spill, discharge or threatened discharge of or relating to Hazardous Materials on or about the Leased Premises, and of any private or governmental investigation relating to Hazardous Materials on or about the Leased Premises. Lessor shall have the right to participate in and approve any environmental assessment or environmental clean-up plan for the Leased Premises. Lessee, its employees, agents and contractors, shall fully cooperate with any and all federal, state and local governmental officials having jurisdiction over the Leased Premises in resolving any environmental problem.
- d) Lessee's failure to comply strictly with the provisions and mandates of this Paragraph 27 shall constitute a breach of this Lease, entitling Lessor to terminate this Lease and to exercise any other rights and remedies available to Lessor hereunder or otherwise.

28) Events of Default; Termination:

- a) The following events shall be deemed to be events of default by Lessee under this Lease (each singularly referred to herein as an "Event of Default"):
 - i) If Lessee fails to comply with any term, provision or covenant of this Lease other than the payment of any sum of money, and shall not cure such failure within sixty (60) days after due written notice thereof to Lessee; provided, however, if Lessor, in its sole discretion, determines that such failure cannot be cured within sixty (60) days, Lessee shall be in default under this Lease if Lessee fails to commence to cure such failure within the same sixty (60) day period or thereafter fails to act to diligently and promptly cure such failure; or
 - ii) If Lessee voluntarily discontinues or voluntarily ceases to use the Leased Premises and the improvements for the permitted use or closes its operations on the Leased Premises for any period greater than ninety (90) days; or
 - iii) If Lessee fails to satisfy the timelines established in the Site Plan or if an extension is granted by Lessor, Lessee fails to meet the extended timeline and any requirements set by Lessor as a condition of the extension, and fails to notify Lessor and follow the requirements as set out in this Lease; or
 - iv) Any other event of default as specifically addressed in the paragraphs contained herein.
- b) Upon the occurrence of an Event of Default hereunder, Lessor shall be entitled to pursue any one or more of the following remedies without notice or demand:
 - i) Terminate this Lease and Lessee's right of possession of the Leased Premises in which event Lessee shall immediately surrender the Leased Premises to Lessor, and if Lessee fails to do so, Lessor may, without prejudice to any other remedy which it may have for such Event of Default, enter upon and take possession of the Leased Premises, and expel or remove Lessee and any other person or entity who may be occupying the Leased Premises or any part thereof, by force, if necessary, without being liable for prosecution or any claim for damages therefore;
 - ii) Without having terminated this Lease, terminate Lessee's right of possession of the Leased Premises, by force, if necessary, without being liable for prosecution of any claim for damages therefore, and perform Lessee's obligations under this Lease, and Lessee shall reimburse Lessor upon demand for any expenses which Lessor may incur in effecting

compliance with the terms of the Lease and Lessor shall not be liable for any damages resulting to Lessee from such actions;

- iii) Bring suit for the collection of any amounts for which Lessee is then in default, or for the performance of any other covenant or lease by which Lessee is bound, with or without entering into possession or terminating this Lease.
- c) In the event Lessor elects to terminate this Lease by reason of the occurrence of an Event of Default, this Lease shall terminate and come to an end as if that were the date originally fixed herein for the expiration of the term hereof. Notwithstanding such termination, Lessee shall be liable for and shall pay to Lessor all indebtedness accrued hereunder to the date of such termination.
- d) In case of any Event of Default or breach by Lessee, Lessee shall also be liable for the costs of removing and storing Lessee's or any other occupant's personal property and all expenses incurred by Lessor in enforcing or defending Lessor's rights and/or remedies, including reasonable attorneys' fees.

Lessee acknowledges that, upon the termination of this Lease by Lessor upon an Event of Default or termination by the Lessee, the FERC has authority to reclassify non-Project recreation facilities permitted by this Lease (as identified on Exhibit B) as Project facilities and to require the Lessor to operate and maintain all recreation facilities. In such event, all buildings, improvements, fixtures and other items of real property shall become the property of the Lessor. At the option of Lessor, Lessee shall remove all personal property of Lessee located upon the Leased Premises. If Lessee shall not have removed its personal property within thirty (30) days of the termination or expiration of the Lease as directed by Lessor, Lessor may at its option retain and use any portion of same or remove and dispose of any portion of same without liability to Lessor and shall be reimbursed by Lessee for its cost thereof.

29) Termination for Lack of Funding: Notwithstanding any other provision of this Lease, it is understood and agreed by and between the parties that in the event Lessee is unable to obtain funding by appropriation or otherwise to operate and maintain the recreational facilities herein provided beyond the end of any then-current State fiscal year and so notifies Lessor thereof within sixty (60) days of the final approval of Lessee's appropriations for that coming fiscal year, this Lease shall be considered canceled. Such cancellation shall cause the Lease to terminate as if that was the date originally affixed herein for the expiration of the term hereof and

shall not constitute an "Event of Default" as defined herein. Notwithstanding such cancellation, Lessee shall be liable for and shall pay to Lessor all indebtedness accrued hereunder to the date of such cancellation. Lessee agrees to utilize its best efforts throughout the term of this Lease to obtain adequate appropriations or other funding to accomplish the purposes of this Lease.

30) Surrender of Lease: The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation thereof, shall not work a merger and shall, at the option of Lessor, terminate all or any existing subleases or subtenancies, or may at the option of Lessor, operate as an assignment to it of any or all such subleases or subtenancies.

31) Condemnation: If the whole or any part of the Leased Premises is taken or condemned by any competent authority for any public use or purpose, then this Lease shall automatically terminate as to the portion taken as of the date said title shall be taken. If a portion of the Leased Premises shall be taken so as to render the remainder thereof unusable for the purposes for which the Leased Premises were leased, then this Lease shall terminate as of the date said title shall be taken. In the event that any portion of the Leased Premises shall be taken or this Lease shall be terminated as a result of a taking of the whole or a portion of the Leased Premises, Lessee shall have no claim against Lessor for the value of any unexpired portion of the Lease term. Lessor shall be entitled to the entire award given, including any special damages, except that, as to any portion of payment received by way of just compensation which is attributable to the value, if any, of any capital improvements, taken or damaged, Lessee shall be entitled to receive a pro-rata share thereof based on the percentage that its funding contribution therein bears to the total capital costs thereof. In the event that either party should disagree with the valuation given within any award to any improvements taken or damaged, or be unable to agree between themselves as to such value, the parties agree to arbitrate such question of valuation and to apportion their award so as to separately set forth the contributing value, if any, of each improvement taken or damaged.

32) Severability: The provisions hereof are independent covenants and should any provision or provisions contained in this Lease be declared by a court or other tribunal of competent jurisdiction to be void, unenforceable or illegal, then such provision or provisions shall be severable and the remaining provisions hereof shall remain at Lessor's option in full force and effect.

33) Flooding and Drawdown: Lessor reserves the right to back, flood, and draw down the waters of the Catawba River and its tributaries from time to time and at any and all times over and upon the Leased Premises or any portion of the same, to such extent the flooding or drawdown may be necessary or convenient in connection with the practical operation of its hydroelectric or other electric generation power plants located or to be located in the future upon the Catawba River and to the extent such flooding or drawdown is consistent with Lessor's obligations under its License, other applicable agreements, and applicable law. Lessee agrees that any damage it may suffer as a result of such flooding or drawdown shall not be claimed or charged against Lessor.

34) FERC Project Restoration: Lessor shall be under no obligation to Lessee to maintain or continue to operate the Project and should said Project be damaged, destroyed or removed, the Lessor shall be under no obligation to restore or rebuild same, and Lessee hereby waives all claims against Lessor for damages to or destruction or removal of the Project.

35) Parties Bound: The covenants and conditions herein contained shall, subject to the provisions as to assignment, transfer and subletting, apply to and bind the heirs, successors, executors, administrators and assigns of all the parties hereto; provided, however, that neither this Lease nor any provisions therein may be assigned by Lessee except with the prior written consent of the Lessor.

36) Survival: Provisions of this Lease for Compliance with State, Federal and Local Laws (Paragraph 16); Events of Default; Termination (Paragraph 28); and Survival (Paragraph 36) shall survive the termination or cancellation of this Lease and shall remain in effect.

37) Notices: Wherever in the Lease it shall be required or permitted that notice be given by either party to this Lease to the other, such notices must be in writing and must be given personally or forwarded by certified mail addressed as follows:

To Lessor: Duke Energy Carolinas, LLC
Director, Water Strategy & Hydro Licensing
Mail Code EC12Q
526 South Church Street
Charlotte, NC 28202

With copy to: Duke Energy Carolinas, LLC
Attn: Real Estate, Leasing & Property Management
526 South Church Street, ECII-05

Charlotte, North Carolina 28202

To Lessee:
City of Mount Holly
Attn: Miles Braswell
Post Office Box 406
Mount Holly, North Carolina 28120

Such addresses may be changed from time to time by notice given hereunder.

38) Recordation: In no event shall this Lease be recorded in any Public Registry or other public records by Lessee or on Lessee's behalf. Violation of the provisions in the immediately preceding sentence shall entitle Lessor to terminate the lease rights granted herein. Lessor and Lessee acknowledge and agree Lessor shall record a Memorandum of Lease in the Public Registry in the county where the Leased Premises is located, and Lessor shall provide Lessee with a recorded-copy of said Memorandum of Lease.

39) Existing Lease Amended and Superseded: Beginning on the Effective Date, this Lease shall amend, restate, replace and supersede all previous leases or other agreements between Lessor and Lessee, or their respective predecessors in interest, for the use of the Leased Premises, and such prior leases or other agreements are of no further force or effect.

[Signatures Begin on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officials this the day and year first above written.

LESSOR:

Duke Energy Carolinas, LLC
a North Carolina limited liability company

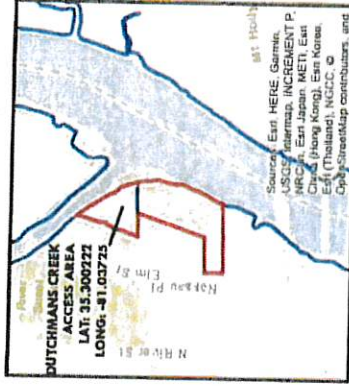
By: _____
Print Name: Eric J. Rouse
Title: Director, Land Services Carolinas & Gas

LESSEE:

City of Mount Holly
a North Carolina municipal corporation

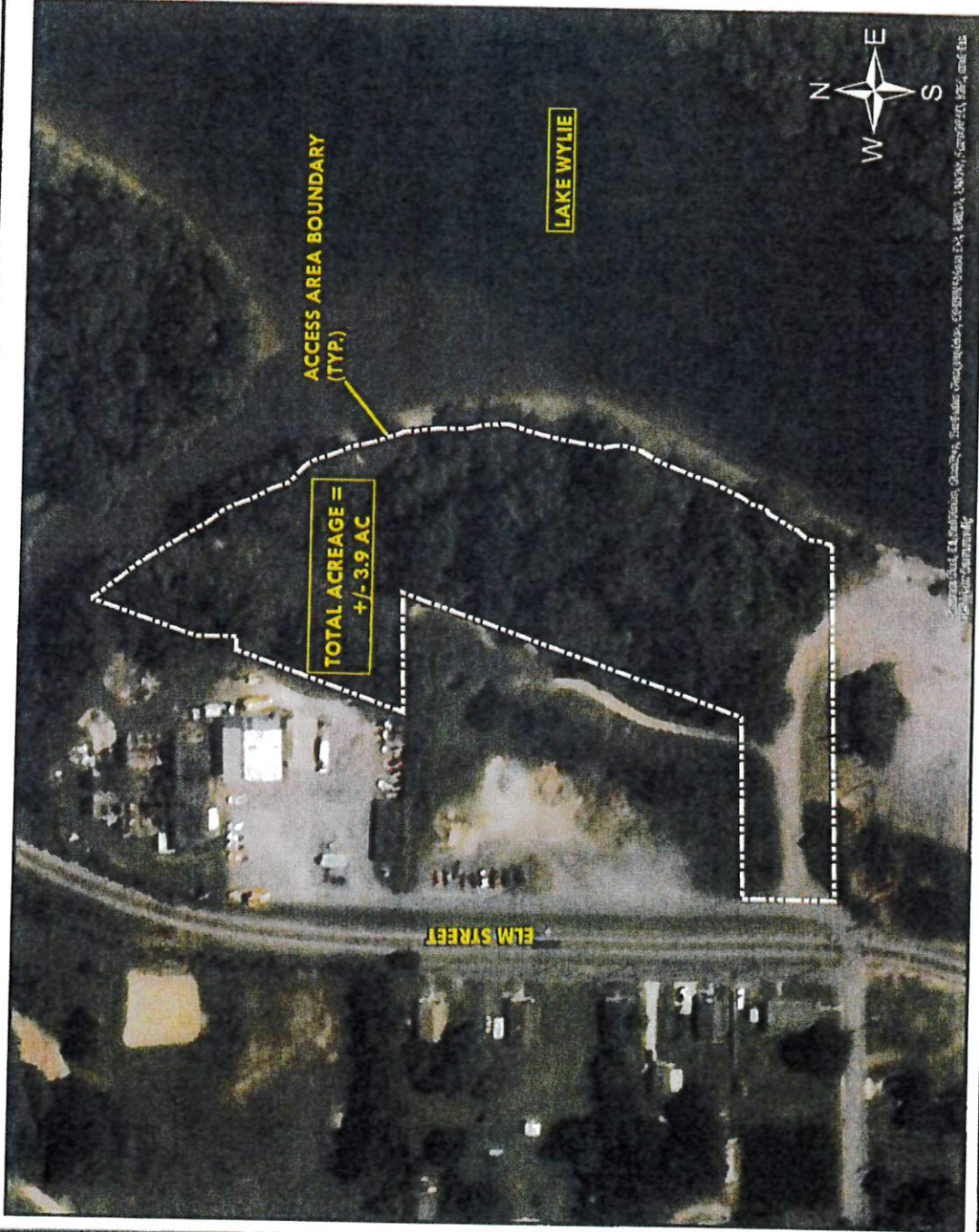
By: _____
Print Name: _____
Title: _____

EXHIBIT A



NOTES:

EXHIBIT FOR ILLUSTRATIVE PURPOSES ONLY AND NOT TO BE USED FOR CONSTRUCTION OR DESIGN WORK.



DUTCHMANS CREEK ACCESS AREA

WYLIE DEVELOPMENT

FERC NO. 2232

0 50 100 200

Feet

Exhibit A-1

STATE OF NORTH CAROLINA
CLAYTON COUNTY

Surveyed and mapped by
CAROLINAS DESIGN GROUP, PLLC
201 West Second Avenue, Cary, NC 27513
Phone: 919-461-1234 or 919-461-1237 or Fax 919-461-1237

Surveyed and mapped by
CAROLINAS DESIGN GROUP, PLLC
201 West Second Avenue, Cary, NC 27513
Phone: 919-461-1234 or 919-461-1237 or Fax 919-461-1237

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Surveyed and mapped by
CAROLINAS DESIGN GROUP, PLLC
201 West Second Avenue, Cary, NC 27513
Phone: 919-461-1234 or 919-461-1237 or Fax 919-461-1237

THIRD STREET - 60' PUBLIC R/W

THIRD STREET - 60' PUBLIC R/W
(UNOPENED)

LAKE WYLLIE

N.B. 281, PG. 118

BLOCK 17
P.B. 01, PG. 25

DUKE ENERGY CORPORATION
P/O D.E. 281, PG. 112
P/O D.E. 270, PG. 126
TOTAL AREA
5.978 ACRES
BLOCK 18
P.B. 01, PG. 25

WALTER A. BLANTON
AND WIFE
FRANCES E. BLANTON
D.E. 270, PG. 126
P/O BLOCK 12
P.B. 01, PG. 25
REF. DWG. NO. CAT-330

DUKE ENERGY CORPORATION
P/O D.E. 281, PG. 112
P/O D.E. 270, PG. 126
P/O BLOCK 12
P.B. 01, PG. 25
REF. DWG. NO. CAT-417(4)

LOT 24
CALVIN COOLEGE RICHARD
AND WIFE
EDITH BRADFORD RICHARD
P.B. 04, PG. 104
D.E. 240, PG. 276

FOURTH STREET - 60' PUBLIC R/W
(UNOPENED)

LAKE WYLLIE

SOURCE OF TITLE: DE 281, PG. 112

DUKE ENERGY CORPORATION
DUTCHMAN CREEK ACCESS AREA
AREA PURCHASED BY

TOWN OF MT. HOLLY
TOWN OF MT. HOLLY
CLAYTON COUNTY, NC

SCALE: 1" = 40'
DATE: 11/11/03
PROJECT NO. 2032

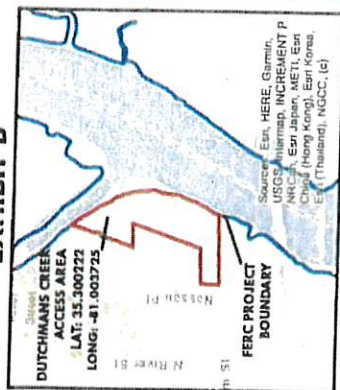


400 E. THIRD STREET
ASHEBORO, NC 27203-0000
TELEPHONE: 336.221.0000

NOTES:
1. SURVEYED & MAPPED FOR DUKE ENERGY CORPORATION
2. EXISTING PROPERTY IS NOT WITHIN 2000 FEET OF A
3. ALL EXISTING AREAS ARE TO REMAIN UNLESS OTHERWISE NOTED
4. AREA BY COORDINATE COMPARISON
5. PROPERTY SUBJECT TO ANY VAULT & UNDERGROUND
6. EXISTING RESTRICTIONS & RIGHTS OF WAY OF RECORD
7. SURVEY IS BASED ON PHYSICAL EVIDENCE AND EXISTING
8. NEAREST POINT DURING THE SURVEY.

LINE	LENGTH	BEARING
1	18.23	S 87° 12' 00" E
2	11.85	S 87° 12' 00" E
3	12.68	S 87° 12' 00" E
4	22.76	S 87° 12' 00" E
5	42.39	S 87° 12' 00" E
6	5.00	S 87° 12' 00" E
7	5.00	S 87° 12' 00" E
8	5.00	S 87° 12' 00" E
9	5.00	S 87° 12' 00" E
10	5.00	S 87° 12' 00" E
11	5.00	S 87° 12' 00" E
12	5.00	S 87° 12' 00" E
13	5.00	S 87° 12' 00" E
14	5.00	S 87° 12' 00" E
15	5.00	S 87° 12' 00" E
16	5.00	S 87° 12' 00" E
17	5.00	S 87° 12' 00" E
18	5.00	S 87° 12' 00" E

EXHIBIT B



NOTES:

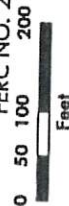
FERC PROJECT BOUNDARY AND ACCESS AREA BOUNDARY ARE SHOWN AS REFERENCE ONLY. FOR EXACT LOCATION SEE EXHIBIT O DRAWINGS. AERIAL PHOTOGRAPHY OF EXISTING CONDITIONS IS SHOWN FOR REFERENCE ONLY.

PROPOSED ENHANCEMENTS SHOWN ARE CONCEPTUAL IN NATURE. ACTUAL NUMBER, SIZE AND LOCATION OF FACILITIES AND AMENITIES MAY VARY BASED ON ENGINEERING DESIGN, SITE CONSTRAINTS AND PERMITTING REQUIREMENTS. AS-BUILT DRAWINGS SHOWING ALL ENHANCEMENTS WILL BE FILED IN ACCORDANCE WITH THIS PLAN AND CURRENT FERC GUIDELINES.

EXHIBIT WY02 REVISED ON 5/16/2018 TO UPDATE PROJECT BOUNDARY AND SITE LAYOUT.



DUTCHMANS CREEK ACCESS AREA
WYLIE DEVELOPMENT
FERC NO. 2232



EXHIBIT

WY02

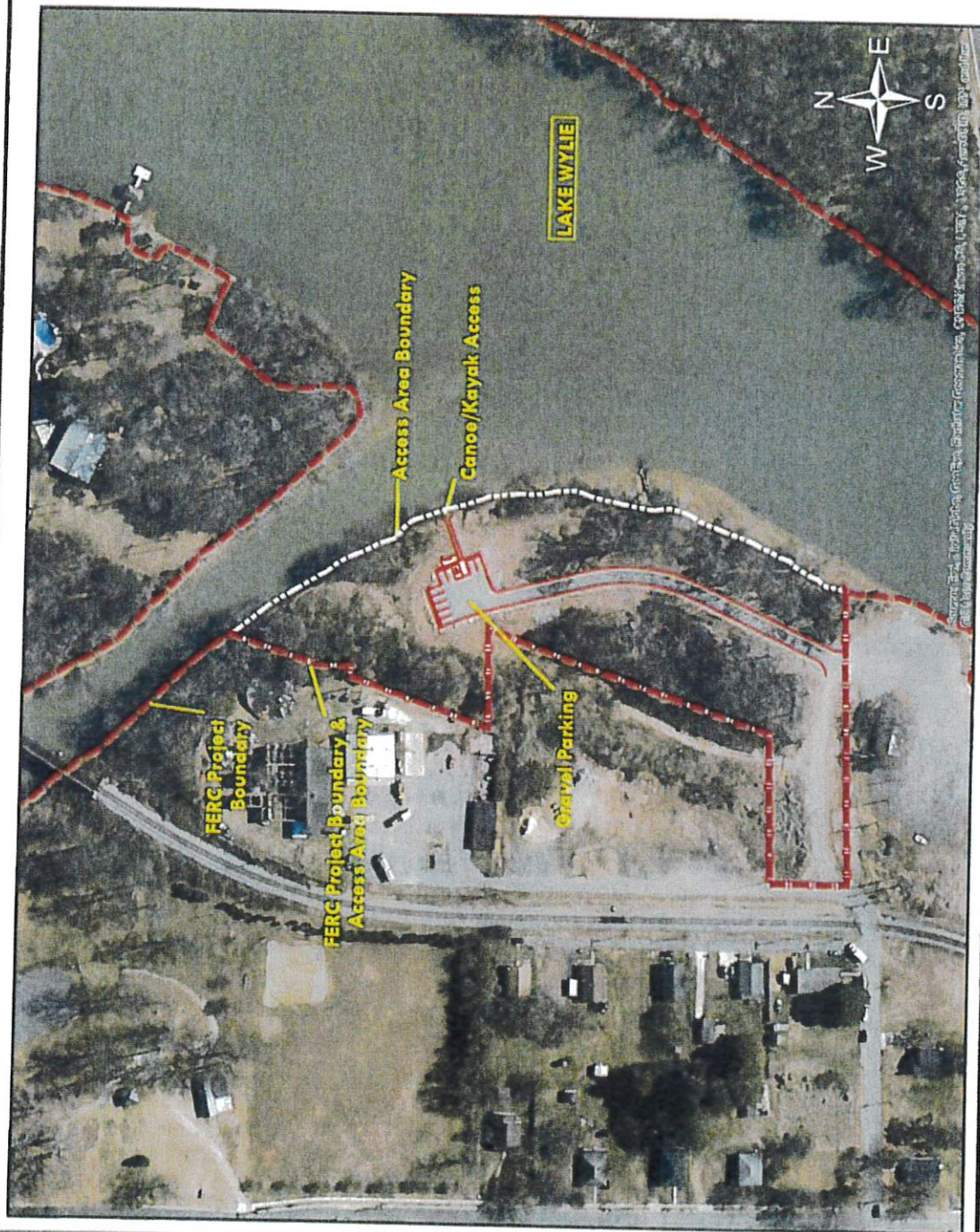


Exhibit B-1

Dutchman's Creek Access Area City of Mt. Holly Operation Plan

Hours of operation- The hours of operation of said facility shall be open dawn to dusk.

Fee schedule- There are to be no fees charged for use of said facility.

Exhibit C

FERC Order No. 313

TITLE 18 - CONSERVATION OF POWER AND WATER RESOURCES

CHAPTER I - FEDERAL ENERGY REGULATORY COMMISSION, DEPARTMENT OF ENERGY

SUBCHAPTER A - GENERAL RULES

PART 2 - GENERAL POLICY AND INTERPRETATIONS

2.7 - Recreational development at licensed projects.

The Commission will evaluate the recreational resources of all projects under Federal license or applications therefor and seek, within its authority, the ultimate development of these resources, consistent with the needs of the area to the extent that such development is not inconsistent with the primary purpose of the project. Reasonable expenditures by a licensee for public recreational development pursuant to an approved plan, including the purchase of land, will be included as part of the project cost. The Commission will not object to licensees and operators of recreational facilities within the boundaries of a project charging reasonable fees to users of such facilities in order to help defray the cost of constructing, operating, and maintaining such facilities. The Commission expects the licensee to assume the following responsibilities: (a) To acquire in fee and include within the project boundary enough land to assure optimum development of the recreational resources afforded by the project. To the extent consistent with the other objectives of the license, such lands to be acquired in fee for recreational purposes shall include the lands adjacent to the exterior margin of any project reservoir plus all other project lands specified in any approved recreational use plan for the project.

(b) To develop suitable public recreational facilities upon project lands and waters and to make provisions for adequate public access to such project facilities and waters and to include therein consideration of the needs of persons with disabilities in the design and construction of such project facilities and access.

(c) To encourage and cooperate with appropriate local, State, and Federal agencies and other interested entities in the determination of public recreation needs and to cooperate in the preparation of plans to meet these needs, including those for sport fishing and hunting.

(d) To encourage governmental agencies and private interests, such as operators of user-fee facilities, to assist in carrying out plans for recreation, including operation and adequate maintenance of recreational areas and facilities.

(e) To cooperate with local, State, and Federal Government agencies in planning, providing, operating, and maintaining facilities for recreational use of public lands administered by those agencies adjacent to the project area.

(f)(1) To comply with Federal, State and local regulations for health, sanitation, and public safety, and to cooperate with law enforcement authorities in the development of additional necessary regulations for such purposes.

(2) To provide either by itself or through arrangement with others for facilities to process adequately sewage, litter, and other wastes from recreation facilities including wastes from watercraft, at recreation facilities maintained and operated by the licensee or its concessionaires.

(g) To ensure public access and recreational use of project lands and waters without regard to race, color, sex, religious creed or national origin.

(h) To inform the public of the opportunities for recreation at licensed projects, as well as of rules governing the accessibility and use of recreational facilities.

[Order 313, 30 FR 16198, Dec. 29, 1965, as amended by Order 375B, 35 FR 6315, Apr. 18, 1970; Order 508, 39 FR 16338, May 8, 1974; Order 2002, 68 FR 51115, Aug. 25, 2003]



City of Mount Holly Action Agenda Item

To: City Council	Date: 5-4-2022
From: Brandon Livingston	Meeting Date: 5-9-2022
Agenda Item to be considered: Review for City Council Approval of Imagery, Phase 4 Maps 1-4 Final Plat	
Will this require an evidentiary hearing? ☐ YES ☒ NO	
Background/Purpose of Request: Lennar has requested that the City of Mount Holly approve a plat for phase 4 of the Imagery Subdivision. The development plat consists of 66 single family detached units as part of the Conditional District Single Family zoning approved in June 2017. The plat approval is recommended, contingent upon an appropriate financial guarantee and Subdivision Agreement with Lennar. The Planning Commission did have a couple of questions that they wanted to have verified during their Monday May 2nd meeting. 1) There was discussion about whether or not these homes in Phase 4 would have adequate water pressure. Out of all the homes that are occupied, we have not received any complaints about water pressure. Lennar has verified that there are not water pressure issues. 2) There were also questions about access onto Bob Ross Loop. The first question was, "Is this going to be a privately maintained road?" The second question was, "Will there be gates at both access points to Bob Ross Loop?". The plats reflect that there are 12 lots that are accessed on the privately-maintained drive of Bob Ross Loop. Bob Ross Loop will be a privately-maintained road and will be maintained by the HOA. It will not be gated. The street signs will have a "PVT" label but otherwise, it will behave like a normal, internal street. This has been verified by Lennar. As staff's responses to these questions were satisfactory, the Planning Commission voted unanimously in recommending the final plat request to City Council during their 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	X YES ☐ NO ☐ N/A

Manager/Staff Recommendation:

The Planning Commission made a unanimous recommendation that City Council approve the plats for Phase 4, Maps 1-4, for the Imagery Subdivision, contingent upon an appropriate financial guarantee being in place and the execution of the Subdivision Agreement.

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

1. Plat of Phase 4 Maps 1-4
2. Subdivision Agreement
3. Conditional District Zoning Plan



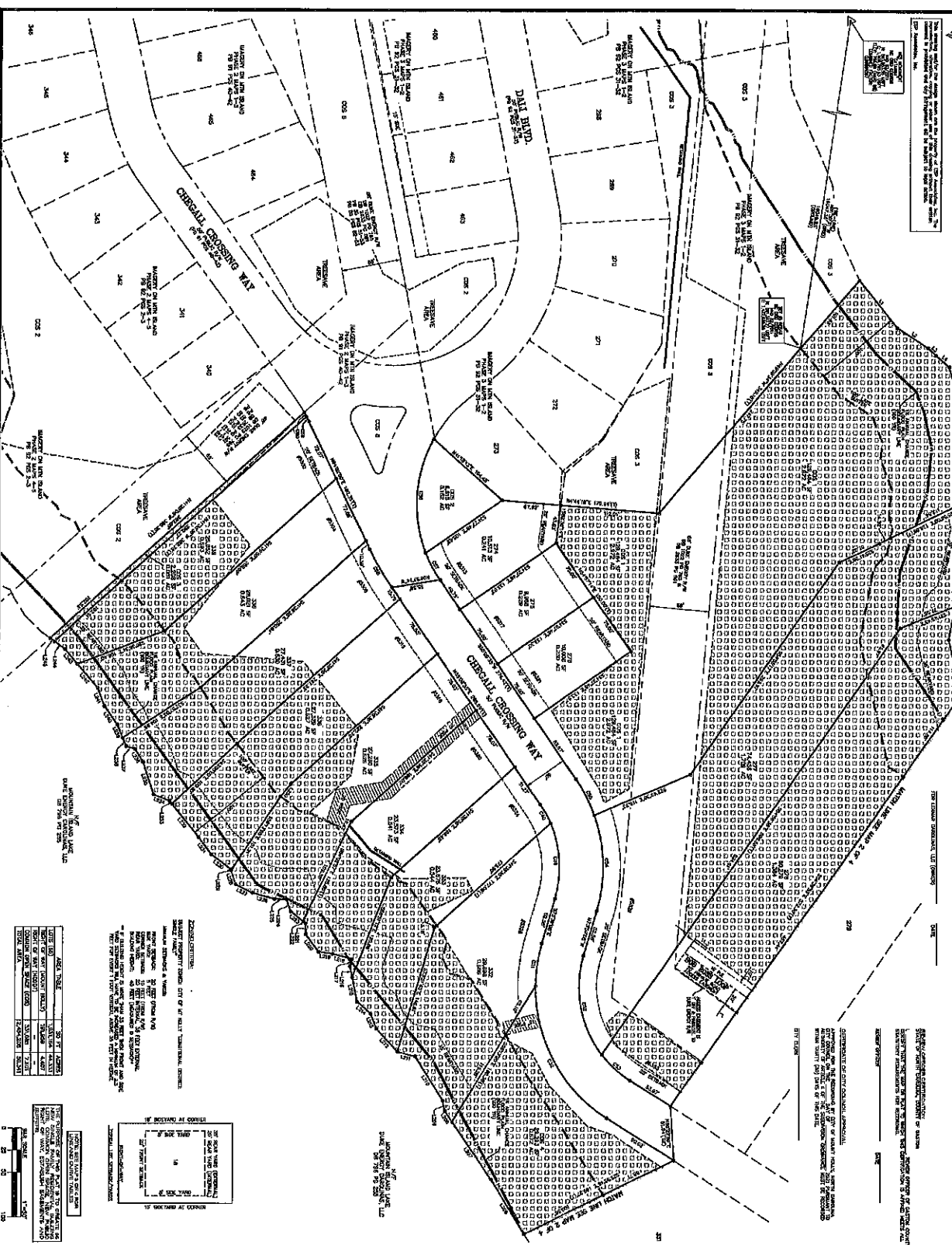
ESP ASSOCIATES, INC.
2001
1000
704-480-9400
www.espsurvey.com

ASAP

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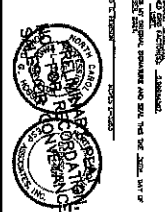


DATE	10/1/2001
BY	J. L. HARRIS
REVIEWED BY	J. L. HARRIS
DATE	10/1/2001
BY	J. L. HARRIS
REVIEWED BY	J. L. HARRIS

DATE	10/1/2001
BY	J. L. HARRIS
REVIEWED BY	J. L. HARRIS
DATE	10/1/2001
BY	J. L. HARRIS
REVIEWED BY	J. L. HARRIS

FINAL PLAT OF
PHASE 4 SUB 1
CHERRY LANE
GASTON COUNTY
NORTH CAROLINA

LENNAR CAROLINAS, LLC
2001
1000
704-480-9400
www.espsurvey.com



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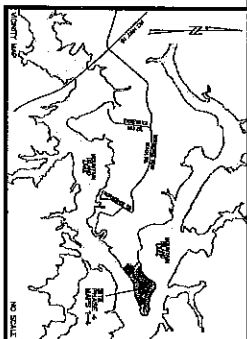
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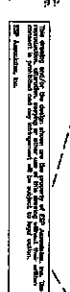
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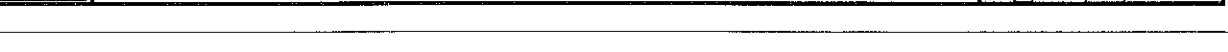


[illegible]

OF THIS PLAY IS TO ORGANIZE AN
FAMILY RESIDENTIAL BUILDING
ON OPEN SPACE. NEW PLEAS-
ANT, ESTATE-LEVEL EXTERIORS AND

LENN
NORTH CA

2014
2013



**NORTH CAROLINA
GASTON COUNTY**

**IMAGERY ON MOUNTAIN ISLAND
PHASE 4, MAPS 1-4, LOTS 274-339**

THIS CONTRACT made and entered into this ____ day of _____, 2022, by and between LENNAR CAROLINAS, LLC, a Delaware limited liability company, hereinafter referred to as "Developer;" and CITY OF MOUNT HOLLY, a North Carolina municipal corporation, hereinafter referred to as "City;"

WITNESSETH:

WHEREAS, Developer has petitioned the City for approval of its final plat for a subdivision in City of Mount Holly, Gaston County, North Carolina, known as IMAGERY ON MOUNTAIN ISLAND, being Phase 4, Maps 1-4, consisting of Lots 274-339, prepared by Ronald G. Hobson, NCPLS, dated March 8, 2022, and;

WHEREAS, Developer has submitted Plans to install certain infrastructure that is not yet completed, hereinafter referred to as Improvements, as required by the City Subdivision Ordinance and as itemized and set forth in the estimate prepared by Hy V. Nguyen sealed and dated February 23, 2022, and attached hereto as Exhibit "A" and incorporated herein by reference; and,

WHEREAS, Developer has requested, pursuant to the City Subdivision and Land Development Ordinance, to be permitted to enter into an agreement with the City for completion of the required Improvements and otherwise comply with all the requirements of the Subdivision and Land Development Ordinance and to provide the City a Performance Bond (being the financial guarantee selected by the Developer), in a form satisfactory to City, guaranteeing the timely performance of this Agreement and completion of all required Improvements in compliance with the City Subdivision and Land Development Ordinance; and,

WHEREAS, the Plans have been reviewed by the City and have been found to be in compliance with the City Subdivision and Land Development Ordinance, and approval of the final plat would be in order upon the execution of this Agreement and posting of a Performance Bond payable to the City by a surety acceptable to the City in an amount of 1.2 times the cost of installing said Improvements; and,

WHEREAS, Developer has agreed to dedicate all streets, sidewalks, and other Improvements to City at such time as the same are acceptable in accordance with the City Subdivision and Land Development Ordinance.

NOW, THEREFORE, Developer contracts and agrees with the City, its successors and/or assigns as follows:

1. That Developer shall provide City with a renewable Performance Bond effective for an initial term of two (2) years from the date of this Agreement, in a form acceptable to City, in the amount of \$685,922.16, which represents 120% of the estimated cost to complete the required Improvements, as set forth in the Exhibit "A". The Estimate will be signed and will have affixed the Engineer's Seal and will contain the following certification: "The undersigned Engineer certifies to the City of Mount Holly that the Estimate attached hereto has been given under seal and has been prepared by the undersigned in accordance with generally accepted engineering standards, but the undersigned does not guarantee such costs."
2. All construction and installation of Improvements required under this Agreement shall be certified to City by Developer's engineer as complete in accordance with the approved Plans and specifications and also approved by City not later than sixty (60) days prior to the expiration date of the term of the Performance Bond set forth herein ("Completion Date"). Developer will provide digital and two printed sets of "as built" drawings to the City.
3. If Developer foresees the need to request an extension to the Completion Date, then such request for an extension shall be in writing to the Planning Director at least sixty (60) days prior to the original or current Completion Date. City shall allow such requests for extension for good cause shown, provided Developer has made reasonable progress and/or demonstrated due diligence. Such request shall also be allowed due to delays beyond Developer's reasonable control. Any request for extensions of time shall require a Continuation Certificate on the Performance Bond which shall be effective prior to the expiration date of the term of the Performance Bond and shall be received by City at least sixty (60) days prior to the expiration of the term of the Performance Bond in such an amount as required by City.
4. That Developer shall maintain all roads within the subdivision until accepted by the City. Upon such acceptance, the roads shall be deemed dedicated to the City and shall thereafter be maintained by City subjects to the warrant set forth in Paragraph 7 below.
5. That Developer agrees to maintain all waterlines, sewer lines, hydrants, and connections until accepted by the City. Following acceptance of the waterlines, sewer lines, hydrants, and connections, together with the necessary elements thereto, title to the same shall vest in the City of Mount Holly and shall thereafter be maintained by City subject to the warranty set forth in Paragraph 7 below.
6. That Developer agrees to maintain all other Improvements until accepted by the City. Upon final acceptance by the City of the Improvements, Developer shall be deemed to have dedicated all Improvements to the City, and thereafter City shall own and maintain the same in accordance with City policies, subject to the warranty set forth in Paragraph 7 below.

7. Developer warrants all construction and installation of Improvements required under this Agreement to be free of defects in materials and workmanship for a period of one year from acceptance by the City.
8. That Developer agrees to indemnify the City from any costs, liability, demands of any kind, sort or nature for the construction, installation, and completion of the above recited Improvements.
9. Developer acknowledges that City has adopted an ordinance requiring the payment of system development fees ("buy-in fees") at the time that water and/or sewer services are provided to a newly built residence, and that this ordinance may be amended from time to time and applies to all lots within the subdivision.
10. That Developer warrants that it is entering into this Agreement as the owner of IMAGERY ON MOUNTAIN ISLAND as above recited and that it has the legal right to enter into this Agreement.
11. This Agreement may be executed in multiple counterparts with each such counterpart being deemed an original. This Agreement shall be governed by the laws of the state of North Carolina.

IN WITNESS WHEREOF, Developer has caused this instrument to be signed by its corporate officers as required by law, and the City of Mount Holly has caused this instrument to be executed in accordance with the action of the City Council.

DEVELOPER:

LENNAR CAROLINAS, LLC

By: _____ (SEAL)

Name:

Title:

CITY:

CITY OF MOUNT HOLLY, NC

By: _____

Attest:

Bryan Hough, Mayor

City Clerk

STATE OF NORTH CAROLINA
COUNTY OF GASTON

I, _____, a Notary Public in and for Gaston County, North Carolina, do hereby certify that Amy Miller this day appeared before me and acknowledged that she is the Clerk of the City of Mount Holly and that by authority duly given and as the act of the City of Mount Holly, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by herself as Clerk.

Witness my hand and notarial seal, this the ____ day of _____ 2022.

My commission expires:

Notary Public

STATE OF _____
_____ COUNTY

I, _____, a Notary Public in and for _____ County and said State, do hereby certify that _____, personally came before me this day and acknowledged that he/she is the _____ of LENNAR CAROLINAS, LLC, a Delaware limited liability company; that he/she, being authorized to do so, executed the foregoing instrument on behalf of the limited liability company.

Witness my hand and notarial seal this the ____ day of _____, 2022.

My commission expires:

Notary Public

MEMORANDUM

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

FROM: Marie M. Anders, City Attorney

DATE: May 5, 2022

RE: Proposed revision to Noise Ordinance

At the April 11, 2022, regular Council meeting, a proposed change to the noise ordinance was first introduced. The change specifically defines “excessive” animal noise as “one or more times per minute, each minute, during any one or more continuous ten minute period”. The revised noise ordinance as proposed contains criminal penalties, as does the current ordinance.

At the April 11 meeting, Council reviewed the proposed change to the noise ordinance and voted unanimously to consider approval of the proposed change to the ordinance at the next available meeting, pursuant to a state law requirement. If Council wishes to approve the proposed change to the ordinance, it may do so at the May 9, 2022, regular meeting.

AN ORDINANCE TO AMEND SECTIONS 14-11 AND 14-12 OF THE CITY CODE
BEING KNOWN AS THE NOISE ORDINANCE

BE IT ORDAINED that the City Council hereby amends Section 14-11 of the Mount Holly City Code as follows:

“Sec. 14-11. Noise--Loud, disturbing and unnecessary noises prohibited.

The creation of any unreasonably loud, disturbing and unnecessary noise is prohibited. Noise of such character, intensity and duration as to be detrimental to the life or health of any individual is prohibited. Any police officer may issue a criminal citation for violation of this ordinance. A violation of this ordinance shall constitute a misdemeanor, punishable by imprisonment for up to 30 days and/or a criminal fine in the amount of \$250.00. Any person who has been convicted of a violation of the noise ordinance two or more times in the past five years shall be subject to imprisonment and/or a criminal fine in the amount of \$500.00.

(Code 1961, § 11-23.)”

BE IT ORDAINED that the City Council hereby amends Section 14-12 of the Mount Holly City Code as follows:

“Sec. 14-12. Same--Acts construed as noise.

The following acts, among others, are declared to be loud, disturbing and unnecessary noises in violation of section 14-11, which noises shall constitute a misdemeanor punishable as described in section 14-11 above, but such enumeration shall not be deemed to be exclusive, namely:

- (a) Blowing horns. The sounding of any horn or signal device on any automobile, motorcycle, bus or other vehicle while not in motion, except as a danger signal if another vehicle is approaching, apparently out of control; or if in motion, only as a danger signal, after or as brakes are being applied and deceleration of the vehicle is intended; the creation by means of any such signal device of any unreasonably loud or harsh sound, or the sounding of such device for an unnecessary and unreasonable period of time.
- (b) Vehicle sirens or gongs. The use of any gong or siren upon any vehicle, other than police, fire or other emergency vehicle.
- (c) Radios, phonographs, etc. The playing of any radio, phonograph or other musical instrument in such manner or with such volume, particularly during the hours between 11:00 P.M. and 7:00 A.M., as to annoy or disturb the quiet, comfort or repose of any person or persons in any dwelling, hotel or other type of residence.
- (d) Pets. The keeping of any animal, including but not limited to dogs, cats,

and/or birds, which habitually and regularly barks, howls, whines, cries, or mews in an "excessive" manner ("excessive" for the purposes of this section defined as one or more times per minute, each minute, during any one or more continuous ten minute period) so as to result in the documented annoyance to neighboring residents and which interferes with the reasonable use and enjoyment of the premises occupied by such residents. The keeping of any animal or bird which, by causing frequent or long continued noise, shall disturb the comfort and repose of any person in the vicinity.

- (e) Use of vehicle. The use of any automobile, motorcycle or other vehicle so out of repair, so loaded or in such manner as to create loud or unnecessary grating, grinding, rattling or other noise.
- (f) Blowing whistles. The blowing of any steam whistle attached to any stationary boiler except to give notice of the time to begin or stop work or as a warning of danger.
- (g) Exhaust discharge. The discharge into the open air of the exhaust of any steam engine, stationary internal combustion engine, motor vehicle or motor boat engine, except through a muffler or other device which will effectively prevent loud or explosive noises therefrom.
- (h) Devices using compressed air. The use of any mechanical device operated by compressed air unless the noise created thereby is effectively muffled and reduced.
- (i) Building operations. The erection (including excavation), demolition, alteration or repair of any building in a residential or business district other than between the hours of 6:00 A.M. and 10:00 P.M., on week days except in the case of urgent necessity in the interest of public safety, and then only with a permit from the building inspector; which permit may be renewed for a period of three days or less while the emergency continues. (Amended December 14, 1998)
- (j) Noises near schools, courts and hospitals. The creation of any excessive noise on any street adjacent to any school, institution of learning or court while the same is in session, or within one hundred and fifty feet of any hospital, which unreasonably interferes with the working of such institution; provided, that conspicuous signs are displayed in such street indicating that the same is a school, court or hospital street.
- (k) Noises near churches. The creation of any excessive noise on Sundays on any street adjacent to any church; provided, that conspicuous signs are displayed in such streets adjacent to churches indicating that the same is a church street.
- (l) Loading and unloading operations. The creation of loud and excessive noise

in connection with the loading or unloading of any vehicle or the opening and destruction of bales, boxes, crates and containers.

- (m) Bells or gongs. The sounding of any bell or gong attached to any building or premises which disturbs the quiet repose of persons in the vicinity thereof.
- (n) Hawking, peddling or soliciting. The shouting and crying of peddlers, barkers, hawkers and vendors which disturb the quiet and peace of the neighborhood.
- (o) Noises to attract attention. The use of any drum, loud speaker or other instrument or device for the purpose of attracting attention, by creation of noise, to any performance, show or sale or display of merchandise.
- (p) Loudspeaker or amplifiers on vehicles. The use of any mechanical loudspeaker or amplifiers on trucks or other moving vehicles for advertising or other purposes except where specific license is received from the police department.
- (q) Garage and filling station; noises at night near residences. The conducting, operating or maintaining of any garage or filling station in any residential district so as to cause loud or offensive noises to be emitted therefrom between the hours of 11:00 P.M. and 7:00 A.M.
- (r) Discharging of explosives. The firing or discharging of a gun, squibs, crackers, gunpowder or other combustible substance in the streets or elsewhere, for the purpose of making a noise or disturbance, except by permit from the police department. (Code 1961, § 11-24.)
- (s) Commercial Dumpsters. The collection of garbage from dumpsters between 9:00 P.M. and 7:00 A.M. Violators of this ordinance shall be punished by a fine of \$200.00 plus court costs. (Amended January 8, 1996)."

Adopted this _____ day of _____, 2022.

CITY OF MOUNT HOLLY

By: _____
Bryan M. Hough, Mayor

Attest:

Amy Miller, City Clerk



To: Mayor and City Council From: Miles Braswell, City Manager	Date: May 5, 2022 Meeting Date: May 9, 2022
<i>Agenda Item to be considered:</i> Proclamation Recognizing May 1 st – 7 th as Municipal Clerks Week	
<i>Will this require a public hearing?</i> ☐ YES ☒ NO	
<i>Background/Purpose of Request:</i>	
<i>Fiscal Impact:</i>	
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
<i>Manager/Staff Recommendation:</i> Approval	
<i>Result of City Council Decision:</i> _____	
<i>Attachments:</i> Proclamation	

Proclamation

53rd ANNUAL MUNICIPAL CLERKS WEEK

May 1 - May 7, 2022

Whereas, The Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

Whereas, The Office of the Municipal Clerk is the oldest among public servants, and

Whereas, The Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

Whereas, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

Whereas, The Municipal Clerk serves as the information center on functions of local government and community.

Whereas, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.

Whereas, It is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk.

Now, Therefore, The Mayor and City Council of the City of Mount Holly, do recognize the week of May 1 through May 7, 2022, as Municipal Clerks Week, and further extend appreciation to our Municipal Clerk, Amy Miller and our Deputy Clerk Tara Douglas and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Dated this 9th day of May, 2022

Mayor:

Attest:

Bryan Hough, Mayor

Amy Miller, City Clerk



To: Mayor and City Council From: Miles Braswell, City Manager	Date: May 5, 2022 Meeting Date: May 9, 2022
<i>Agenda Item to be considered:</i> Proclamation Recognizing May 11 th -17 th as National Police Week	
Will this require a public hearing? ☐ YES ☒ NO	
<i>Background/Purpose of Request:</i>	
<i>Fiscal Impact:</i>	
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
<i>Manager/Staff Recommendation:</i> Approval	
<i>Result of City Council Decision:</i>	
<i>Attachments:</i> Proclamation	

PROCLAMATION NATIONAL POLICE WEEK MAY 11 - 17, 2022

WHEREAS, in 1962 President Kennedy proclaimed May 15th as National Peace Officers Memorial Day and the calendar week in which May 15th falls as National Police Week. Established by a joint resolution of Congress in 1962, National Police Week pays special recognition to those law enforcement officers who have lost their lives in the line of duty for the safety and protection of others; and

WHEREAS, the International Association of Chiefs of Police has declared law enforcement officer safety and wellness a top priority, and the IACP's Center for Officer Safety and Wellness promotes the importance of individual, agency, family, and community safety and wellness awareness; and

WHEREAS, the members of the Mount Holly Police Department play an essential role in safeguarding the rights and freedoms of the citizens of the City 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 Mount Holly Police Department has grown to be a progressive and professional law enforcement agency which unceasingly provides a vital public service.

NOW, THEREFORE BE IT PROCLAIMED, The Mayor and City Council of the City of Mount Holly, call upon all citizens of Mount Holly and upon all patriotic, civic and educational organizations to observe the week of May 11 – 17, 2022 as National Police Week in the City of Mount Holly with appropriate ceremonies and observances 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 so doing, 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 Mount Holly to observe May 15, 2022 as National 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 affixed on this 9th day of May, 2022.

SIGNED:

Bryan Hough, Mayor

Attest:

Amy Miller, City Clerk



To: Mayor and City Council From: Miles Braswell, City Manager	Date: May 5, 2022 Meeting Date: May 9, 2022
Agenda Item to be considered: Proclamation Recognizing May 15 th - 21 st as Public Works Week	
Will this require a public hearing? ☐ YES ☒ NO	
Background/Purpose of Request:	
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:	
Approval	
Result of City Council Decision:	
Attachments:	
Proclamation	

National Public Works Week Proclamation

May 15–21, 2022

“Ready and Resilient”

WHEREAS, public works professionals focus on infrastructure, facilities, emergency management, and services that are of vital importance to sustainable and resilient communities and the public health, high quality of life, and well-being of the people of the City of Mount Holly; and,

WHEREAS, these infrastructures, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are federally mandated first responders, and the engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation’s transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in the City of Mount Holly to gain knowledge and maintain ongoing interest and understanding of the importance of public works first responders and public works programs in their respective communities; and,

WHEREAS, the year 2022 marks the 62nd annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association be it now,

RESOLVED, The Mayor and City Council of the City of Mount Holly, do hereby designate the week May 15–21, 2022, as National Public Works Week; I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Mount Holly on the 9th day of May, 2022.

SIGNED:

Bryan Hough, Mayor

Attest:

Amy Miller, City Clerk

[illegible]



March 29, 2022

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

Dear Mr. Braswell:

It is time to renew the Gastonia/Gaston County Consortium for participation in the US Department of Housing and Urban Development's (HUD) Home Investment Partnership (HOME) Program. HUD requires all consortiums to renew every three (3) years. The City of Gastonia and Gastonia/Gaston County Consortium carry out federal programs, with the City of Gastonia as the lead agency, addressing the housing and community needs of low- to moderate income households and persons with special needs. Enclosed you will find a copy of the Home Consortium Agreement.

HOME funds are directed on a project restrictive basis through the Consortium agreement outside of the city limits of the Gastonia, which include direct homeownership assistance for first time buyers and Tenant-Based Rental Assistance/Security Deposits, both are offered county-wide in order to further affirmative fair housing. Even through the pandemic and the volatile housing market, we still assisted one family to become homeowners in Mount Holly from 2020-present. 100% of funds will be utilized within the areas stated within the agreement. *No match funds or administrative funds are required for continued participation, only your signature is needed.*

Your continued participation is requested and requires your acknowledgement. *Please return the enclosed acknowledgement form by Monday, April 18, 2022.* We urge you to continue your participation so we can continue to serve people across the entire county. **We ask that the Consortium Agreement be returned by Friday, May 25, 2022,** so we can submit to HUD in a timely manner. Please send back three (3) originals of both the acknowledgment and agreement for our records. If additional information is required, contact me at (704) 866-6906.

Respectfully,

Lana DuPont,
City of Gastonia, Housing and Neighborhoods
Grants Accounting Specialist

Enclosures: Agreement with signature pages, Acknowledgment form

Gastonia-Gaston County Consortium
HOME Investment Partnership Program
PROGRAM YEARS 2023-2025

☐

The City of Mount Holly will continue participation in the U.S. Department of Housing and Urban Development's HOME Investment Partnership Program (HOME) with the Gastonia/Gaston County Consortium for the successive three-year qualification period (2023-2025). *If you will continue your participation, please submit the Home Consortium Agreement back to our office by Friday, May 25, 2022.*

☐

The City of Mount Holly will not continue participation in the U.S. Department of Housing and Urban Development's HOME Investment Partnership Program (HOME) with the Gastonia/Gaston County Consortium for the successive three-year qualification period (2023-2025).

By: _____

Miles Braswell,
City Manager
City of Mount Holly

Date

**INTERLOCAL AGREEMENT
CREATING CONSORTIUM FOR PARTICIPATING
IN HUD "HOME" PROGRAM**

THIS AGREEMENT, made and entered into on this _____ day of _____, 2022, by and between the City of Gastonia, a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter referred to as "Gastonia"; the City of Belmont a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter referred to as "Belmont"; the City of Bessemer City, a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter referred to as "Bessemer City"; the City of Cherryville, a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter referred to as "Cherryville"; the Town of Cramerton, a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter referred to as "Cramerton"; the Town of Dallas, a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter referred to as "Dallas"; the City of Kings Mountain, a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter referred to as "Kings Mountain"; the City of Lowell, a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter referred to as "Lowell"; the Town of McAdenville, a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter referred to as "McAdenville"; the City of Mount Holly, a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina; the Town of Ranlo, a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter referred to as "Ranlo"; the Town of Stanley, a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter referred to as "Stanley"; and Gaston County, a body politic of the State of North Carolina, hereinafter referred to as "County" (Collectively the "Participating Units");

WITNESSETH:

THAT, WHEREAS, Article 20 of Chapter 160A of the General Statutes of North Carolina authorizes any unit of local government and any one or more other units of local government to enter into contracts or agreements with each other in order to execute any undertaking; and

WHEREAS, the United States Government, through the U.S. Department of Housing and Urban Development ("HUD") administers a program known as the HOME Program which was created pursuant to Title II of the National Affordable Housing Act of 1990; and

WHEREAS, the rules promulgated pursuant to said act contemplate the creation of consortia by units of local government to allow units that do not otherwise qualify for participation in the HOME Program due to their size to so qualify, by the creation of a consortium; and

WHEREAS, the parties hereto are contiguous units of local government and otherwise meet the definition of governmental units which can qualify for the HOME Program through a consortium created for that purpose; and

WHEREAS, the basic purpose of the HOME Program is to expand the supply of decent, safe, and affordable housing, both owner occupied and rental housing for low and very low income citizens;

WHEREAS, the parties hereto believe that it would be in their mutual best interest and in the best interest of their citizens to become eligible for this program and pursue available funding pursuant to the terms of the rules governing same.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the parties hereto do hereby covenant and agree as follows:

1. Purpose. The purpose of this agreement is to provide access to the HOME Program established by the National Affordable Housing Act of 1990 and administered by the United States Department of Housing and Urban Development and to comply with the rules promulgated by HUD pursuant to said act as found in 56 Federal Register, Page 65339, et. Seq.
2. Term. This agreement covers the period necessary to carry out all activities that will be funded from funds awarded for three federal fiscal years and the parties hereto will remain in the consortium for the entire period. The program year start date for the consortium is 2022, and all members of the consortium are on the same program year for CDBG, HOME, ESG and HOPWA.
3. Renewal. Unless otherwise terminated by agreement in writing of all parties hereto or by termination of the HOME program by HUD, this agreement shall automatically be renewed for successive three-year qualification periods under the same terms and conditions. The parties agree that this agreement shall be amended to incorporate any changes necessary to meet the requirements for consortia agreements set forth in the Consortia Qualification Notice for any subsequent three-year qualification period. Any Participating Unit shall have the right to withdraw from the consortium at the beginning of any renewal period by giving notice in writing to Gastonia. For each renewal period, Gastonia shall, by the date specified in HUD's consortia designation notices, notify each of the Participating Units in writing of its right not to participate for that renewal period and shall provide copies of all such notifications to HUD.
4. Participation. Gastonia, Belmont, Bessemer City, Cherryville, Cramerton, Dallas, Kings Mountain, Lowell, McAdenville, Mount Holly, Ranlo and Stanley shall only participate in the Down payment Assistance, which shall provide down payment assistance to the

residents and the Rehabilitation Loan Program which shall provide rehabilitation assistance to existing homeowners of said municipalities. Said municipalities shall not participate in any other programs or qualify for any other types of assistance available through the HOME Program.

5. Lead Entity. Gastonia shall be designated as the lead entity for purposes of the HOME Program and shall assume overall responsibility for ensuring that the HOME Program is carried out in compliance with the requirements of the HOME Program pursuant to the applicable rules promulgated by HUD and other requirements, including, but not limited to, the requirements concerning a consolidated plan in accordance with HUD regulations in 24 CFR Parts 91 and 92, respectively, and the requirements of 24 CFR 92.350 (a) (5).
6. Statement of Capacity. As an "entitlement city" under the HUD Community Development Block Grant Program, HUD has determined that the City has the capacity to execute the administration of the HOME Program.
7. Cooperation. The parties hereto shall cooperate in executing such documents and providing such information to HUD as may be required to qualify the consortium created hereby for participation in the HOME Program. Furthermore, the parties hereby certify that they will affirmatively further fair housing.
8. Policy Review Board. A policy review board shall be established by the parties which shall develop policies and procedures for the administration of this agreement and the HOME program.
9. Merger Clause. This agreement contains the entire agreement and understanding between the parties hereto and may be amended only by a subsequent written document executed by both parties. There are no oral understandings, terms or conditions between the parties that are not set forth herein and none of the parties has relied upon any representatives, expressed or implied, not contained in this agreement. Any prior agreements between the any of the parties hereto for the services provided for hereby are deemed merged into this agreement and shall not be enforced except as they may be consistent herewith.
10. Counterparts. This agreement may be simultaneously executed in sufficient counterparts, one of which being retained by each of the parties hereto and each of which so executed shall be deemed to be an original and shall together constitute but one in the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in their respective names by their duly authorized officers and to have their seals hereunto affixed, all on the day and year first above written.

CITY OF MOUNT HOLLY

By : _____
Mayor

ATTEST:

CITY CLERK

STATE OF NORTH CAROLINA

COUNTY OF GASTON

I, _____, a Notary Public of the aforesaid State and County, do certify that _____ personally came before me this day and acknowledged that she is the City Clerk of the City of Mount Holly, a North Carolina Corporation, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by its City Clerk.

Witness my hand and official stamp or seal, this the ____ day of _____, 2022.

Notary Public

My commission expires: _____



To: Mayor and City Council From: Miles Braswell, City Manager	Date: May 5, 2022 Meeting Date: May 9, 2022																																
<i>Agenda Item to be considered:</i> Call for a Public Hearing on the 2022-2023 Proposed Fiscal Year Budget and Fee Schedule for the June 13, 2022 Council Meeting																																	
Will this require a public hearing? ☒ YES ☐ NO																																	
<i>Background/Purpose of Request :</i> The preliminary 2022/2023 budget will be given to you on Monday night at the meeting. There will be a budget meeting on Monday, May 23 rd at 6:30 pm for discussion of the proposed budget. The public hearing will be held at the June 13, 2022 Council Meeting.																																	
<i>Fiscal Impact:</i> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 45%;">Will Item affect current budget</td> <td style="width: 15%;">☐ YES</td> <td style="width: 15%;">☐ NO</td> <td style="width: 25%;">☐ N/A</td> </tr> <tr> <td>Reviewed by Finance Director</td> <td>☐ YES</td> <td>☐ NO</td> <td>☐ N/A</td> </tr> <tr> <td>Preaudit Certification required</td> <td>☐ YES</td> <td>☐ NO</td> <td>☐ N/A</td> </tr> <tr> <td>Capital Project Ordinance required</td> <td>☐ YES</td> <td>☐ NO</td> <td>☐ N/A</td> </tr> <tr> <td>Budget Transfer required</td> <td>☐ YES</td> <td>☐ NO</td> <td>☐ N/A</td> </tr> <tr> <td>Total City Dollars:</td> <td colspan="3">\$</td> </tr> <tr> <td>Budget Code</td> <td colspan="3"></td> </tr> <tr> <td>Reviewed by City Attorney</td> <td>☐ YES</td> <td>☐ NO</td> <td>☐ N/A</td> </tr> </table>		Will Item affect current budget	☐ YES	☐ NO	☐ N/A	Reviewed by Finance Director	☐ YES	☐ NO	☐ N/A	Preaudit Certification required	☐ YES	☐ NO	☐ N/A	Capital Project Ordinance required	☐ YES	☐ NO	☐ N/A	Budget Transfer required	☐ YES	☐ NO	☐ N/A	Total City Dollars:	\$			Budget Code				Reviewed by City Attorney	☐ YES	☐ NO	☐ N/A
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Reviewed by City Attorney	☐ YES	☐ NO	☐ N/A																														
<i>Manager/Staff Recommendation:</i>																																	
<i>Result of City Council Decision:</i>																																	
<i>Attachments:</i>																																	

CITY OF MOUNT HOLLY
MOUNT HOLLY CITY COUNCIL MEETING
MONDAY, APRIL 11, 2022
COUNCIL CHAMBERS
7:00 PM

Call to Order

Mayor Hough called the meeting to order at 7:00 pm. The following were present:

**Special Note: Councilman Jeff Meadows was not present*

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

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

Pledge of Allegiance- Boy Scout Troop 59

Set the Agenda

Mayor Hough asked for any changes to the agenda. With no changes to the agenda, Councilman Moore made a motion to approve the agenda as presented. Councilwoman Pawlish seconded the motion. All Council Members present voted in favor. (Motion Carried)

Consent Agenda

1. Budget Amendment
 - Planning Department Art Projects
2. Approval of a Proclamation Recognizing April 10th – 16th, 2022 Telecommunicator Week
3. Call for a public hearing for review and recommendation to City Council, to consider an application, submitted by Belmont Del Associates, LLC, for a proposed rezoning of a 15-acre tract of land, located between YMCA Drive and Caldwell Drive, Parcel ID # 212802, from B-3 South Gateway Overlay District to CD Multifamily (Stowe Property)
4. Approval of Minutes of the March 28, 2022 Council Work Session Meeting

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

(Motion Carried)

Presentations

1. Swearing in of Fire Fighter Robert Heussy *Mayor Bryan Hough*
Fire Chief Ryan Baker introduced Fire Fighter Robert Heussy to be sworn in to the City of Mount Holly Fire Department. Mayor Hough administered the oath to Fire Fighter Heussy. Fire Fighter Heussy was pinned with Badge #48 by his mother who was in attendance.

2. Recognition of Eagle Scouts for the Completion of the Canine Course *Deputy Chief Brian Reagan*
Deputy Chief Reagan discussed the completion of a full canine agility course by Eagle Scouts Bobby and Steven Olson. The Olson's were recognized as having dedicated a tremendous amount of time to the completion of this canine agility course all while attending high school. Sergeant Austin Cox showed a short power point presentation of the project from start to finish. The Olson's presented Sergeant Austin Cox with two canine trauma kits as part of their project. Mayor Hough thanked and commended the young men for their dedication and hard work.

3. Presentation from the Mount Holly Community Development Foundation *Janice McRorie*
Janice McRorie named the 13 members of the Community Development Foundation. Ms. McRorie gave a brief overview and history of the Community Development Foundation and its public and private partnership with the City of Mount Holly. Ms. McRorie discussed the continued need for the Foundation and its partnership with the city. Ms. McRorie discussed the Foundation's collaboration with such groups as FROGS (Friends of the Greenway Systems), Chili Brew, Lantern Parade, and Arts Mount Holly. The goal is to make Mount Holly a destination. Mayor Hough thanked Ms. McRorie and the Community Development Foundation for all of their hard work and dedication.

Public Hearing

1. Public hearing to consider rezoning a 3.85-acre tract of land, located at 250 N Main Street, Parcel ID #'s 123583, 123586 & 123587, from O&I to CD Commercial-Multifamily *Greg Beal*
Mr. Beal discussed Economic Development as the tenant of the 2019 Strategic Vision Plan and the 2020 Comprehensive Land Use Plan. The applicant (Pam Friedl) has chosen Muddy River Distillery as the end-user and future owner. Mr. Beal discussed the variety of uses that the applicant has applied for. Mr. Beal stated that the applicant's statement of consistency was unanimously approved by the Planning Board. Mr. Beal discussed goal number 3.12.1 from the 2019 Strategic Vision Plan stating that the city should work with the private sector in coordinating its plan for the redevelopment of the [Mount Holly Cotton Mill] Alsace Manufacturing company with the City of Mount Holly for uses including but not limited to a restaurant, brewery, event space and connection to the future Dutchman's Creek Greenway. Mr. Beal stated that he is happy to answer any questions that the Mayor or Council may have. Mayor

Hough asked if council had any questions. With no questions from Council, Mayor Hough entertained a motion to go out of regular session and into public hearing. Councilwoman Pawlish made the motion to go out of regular session and into public hearing. Councilman Craig seconded the motion. All Council Members present voted in favor. (Motion Carried)

Public Hearing Sign up:

Gina H. Davis- 156 N. Main Street. Ms. Davis owns Gina's on Main Bed and Breakfast. Ms. Davis' concern is the noise ordinance.

Shannon Williams-178 N. Main Street. Mr. Williams can see the Mill from his property and is also concerned about the possible noise.

With no other citizens signed up for the public hearing, Mayor Hough entertained a motion to go out of public hearing and back into the regular session. Mayor Pro Tem Harris made the motion to go out of public hearing and back into the regular session. Councilwoman Lauren Shoemaker seconded the motion. All Council Members present voted in favor. (Motion Carried)

Mayor Hough asked Mr. Beal if he had any comments regarding the noise ordinance. Mr. Beal stated that everyone is subject to the City's noise ordinance. Mayor Hough confirmed with Deputy Chief Reagan that the time stated in the City's noise ordinance is 11:00pm. Mr. Beal stated that the applicant, Ms. Friedl, did not want to speak tonight. Mr. Beal stated that at the Planning Commission hearing, Mr. Delany, from Muddy River Distillery, spoke and is available tonight to answer any questions that Council may have. Mayor Hough asked if Council had any questions for Mr. Delany. With no further questions or comments, Mayor Hough entertained a motion to rezone a 3.85-acre tract of land, located at 250 N Main Street, Parcel ID #'s 123583, 123586 & 123587, from O&I to CD Commercial-Multifamily. Councilman Moore made the motion to rezone a 3.85-acre tract of land, located at 250 N Main Street, Parcel ID #'s 123583, 123586 & 123587, from O&I to CD Commercial-Multifamily. Councilman Craig seconded the motion. All Council Members present voted in favor. (Motion Carried)

2. Public hearing to consider a rezoning of Tax Parcel #181234 to create a R-12SF zoning for the existing cemetery and a L-I Light Industrial zoning for the remaining portion of the property
Brandon Livingston

Mr. Livingston stated that the property is owned by the City of Mount Holly, but is not within city limits. Mr. Livingston stated that the Utility Department would be doing some work on the cemetery at the end of Legion Road to create a lay down yard. Mr. Livingston stated that staff feels that it is in the City's best interest to annex the property as well as give it a zoning designation. Mr. Livingston stated that the rezoning of this property is consistent with zoning ordinance and that the Planning Commission unanimously recommended approval of the rezoning request on April 4, 2022.

Mayor Hough entertained a motion to go out of the regular meeting and into public hearing. Mayor Pro Tem Harris made the motion to go out of the regular meeting and into the public hearing. Councilwoman Shoemaker seconded the motion. All Council Members present voted in

favor. (Motion Carried) With no citizens signed up for the public hearing, Mayor Hough entertained a motion to go out of public hearing and back into the regular session. Councilwoman Shoemaker made the motion to go out of public hearing and into the regular session. Councilwoman Pawlish seconded the motion. All Council Members present voted in favor. (Motion Carried)

Mayor Hough asked the Council if they would like to take action on the rezoning contingent upon the annexation which is our next public hearing. Councilwoman Shoemaker made the motion for rezoning Tax Parcel #181234 contingent upon annexation. Councilwoman Pawlish seconded the motion. All Council Members present voted in favor. (Motion Carried)

3. Public Hearing for Annexation for the property located at Tax Parcel #181234
(Legion Road).

Marie Anders

Ms. Anders stated that the City of Mount Holly through the City Manager, Miles Braswell, filed a petition to annex the cemetery property. Ms. Anders stated that the City Clerk found the petition sufficient. Ms. Anders stated that this public hearing was ordered to take place tonight and was advertised. Ms. Anders stated that Council has the annexation ordinance before them and should they choose to move forward, the ordinance may be adopted.

Mayor Hough entertained a motion to go out of the regular meeting and into public hearing. Mayor Pro Tem Harris made the motion to go out of the regular meeting and into public hearing. Councilwoman Shoemaker seconded the motion. All Council Members present voted in favor. (Motion Carried)

With no citizens signed up for the public hearing, Mayor Hough entertained a motion to go out of public hearing and back into the regular session. Mayor Pro Tem Harris made the motion to go out of the public hearing and back into the regular session. Councilwoman Lauren Shoemaker seconded the motion. All Council Members present voted in favor. (Motion Carried)

Mayor Hough entertained a motion to approve ordinance #04112022A Annexation of Tax Parcel #181234. Mayor Pro Tem Harris made the motion to approve ordinance #04112022A Annexation of Tax Parcel #181234. Councilwoman Pawlish seconded the motion. All Council Members present voted in favor. (Motion Carried)

4. Public hearing to consider traffic controlling device on YMCA Drive *Tony Walker*

Mr. Walker stated that staff discussed a parking issue on YMCA drive on February 15, 2022. Mr. Walker stated that staff had noticed trucks parking on the side of the road on YMCA Drive causing a traffic hazard. Mr. Walker stated that staff discussed the current traffic hazards as well as possible future impacts from the plans connecting Caldwell and YMCA Drive. Mr. Walker stated that staff recommends three (3) NO PARKING signs be placed on each side of YMCA Drive before the entrance of Waters Edge up to Beatty Drive.

Mayor Hough entertained a motion to go out of the regular meeting and into public hearing. Councilwoman Pawlish made the motion to go out of the regular meeting and into public hearing. Councilwoman Shoemaker seconded the motion. All Council Members present voted in favor. (Motion Carried)

With no citizens signed up for the public hearing, Mayor Hough entertained a motion to go out of public hearing and back into the regular session. Councilwoman Shoemaker made a motion to go out of the public hearing and back into the regular session. Councilman Moore seconded the motion. All Council Members present voted in favor. (Motion Carried)

Mayor Hough entertained a motion to approve the NO PARKING signs requested for YMCA Drive. Councilwoman Shoemaker made the motion to approve the NO PARKING signs requested for YMCA Drive. Councilman David Moore seconded the motion. All Council Members present voted in favor. (Motion Carried)

Public Comment- Three (3) minute limit

There was no one signed up to speak at public comment.

Old Business

1. Consideration and Approval of an Ordinance to amend Sections 14-11 and 14-12 of the City Code known as the Noise Ordinance
Marie Anders and Deputy Chief Brian Reagan

Deputy Chief Reagan and Ms. Anders discussed the proposed revision to the noise ordinance and stated that the change would be to section 14-12d regarding pets. Ms. Anders stated that the revision gives a definition for what is an excessive manner for an animal to bark, howl, or cry. Ms. Anders stated that the Police Department feels that this would be easy to document and then move forward with enforcement. Ms. Anders stated that the definition for excessive, for the purposes of the noise ordinance, is defined as one (1) or more times per minute each minute during any one (1) or more continuous ten (10) minute period. Ms. Anders pointed out that the City of Mount Holly already had criminal as well as civil penalties to be used as a tool in the toolbox of law enforcement to enforce the noise ordinance. Ms. Anders stated that the School of Government is recommending that in addition to having criminal penalties set out in the ordinance that they be set out in the individual section as well. Ms. Anders stated that the City of Mount Holly already had criminal penalties in the noise ordinance. Ms. Anders stated that these are not new criminal penalties, these are the same ones that we already had and to make sure that they are enforceable even after the new state law they have been set out in these individual sections as well. Ms. Anders stated that if Council wishes to move forward with this noise ordinance and if they would like it to retain the same criminal penalties then the new state law also says that any criminal penalties are not able to be enacted at the meeting in which they are first introduced. Ms. Anders stated that if Council wants to move forward with keeping these criminal penalties and making the change to the noise ordinance the way that it is presented right now, the way the Council could take advantage of that is to have a vote to consider the noise ordinance at the next meeting. Ms. Anders explained that taking a vote to consider at the next meeting introduces the law. Ms. Anders stated that this item would be acceptable for the Consent Agenda. Mayor Hough entertained a motion to consider an Ordinance to amend Sections 14-11 and 14-12 of the City Code known as the Noise Ordinance at the next meeting. Councilwoman Pawlish made the motion to consider an Ordinance to amend Sections 14-11 and 14-12 of the City Code known as the Noise Ordinance at the next meeting. Councilwoman Shoemaker seconded the motion. All Council Members present voted in favor. (Motion Carried)

Adjourn

With no additional items for discussion, Mayor Hough entertained a motion to adjourn the April 11, 2022 Council Meeting.

Councilwoman Shoemaker made the motion to adjourn the April 11, 2022 Council Meeting. Councilman Moore seconded the motion. All Council Members present voted in favor.

(Motion Carried)

The meeting adjourned at 7:53 pm.

PRESENTATIONS

PUBLIC HEARINGS



City of Mount Holly Action Agenda Item

To: City Council Greg Beal, Economic Development	Date: May 5, 2022
From: Coordinator, Planning Director	Meeting Date: May 9, 2022
Agenda Item to be considered: <u>Public hearing, to consider an application, submitted by Belmont Del Associates, LLC, for a proposed rezoning of a 15-acre tract of land, located between YMCA Drive and Caldwell Drive, Parcel ID # 212802, from B-3 South Gateway Overlay District to CD Multifamily.</u>	
Will this require a public hearing? ☒ YES ☐ NO	
Background/Purpose of Request: <u>Staff has been working with Belmont Del Associates, LLC (LPA and My Niche Apartments) on the referenced 15 acres near the YMCA for up to 200 Class A apartments and townhomes. The developer has owned this property for many years, purchasing this land to enable the expansion of the Stowe YMCA in Mount Holly, as Mr. Purser and his company are big philanthropic supporters of the Y. Mr. Purser and his team were vested participants in the 2019 Vision Plan, including the first meetings that took place in October 2017. The resulting participation helped craft the proposal before the City today, and it is referenced in the Small Area Plan for the South Gateway.</u> <u>There are three property owners, whose participation is critical to the construction of the South Gateway Connector Road, connecting Caldwell Drive to YMCA Drive. NCDOT will not allow a traffic light at Caldwell Drive, and therefore, the City has worked with our traffic consultant to establish the best route to serve the area from and ingress and egress standpoint. From an economic development standpoint, the road is vital to the continued development of the South Gateway, and several other non-residential projects are in the works. By a unanimous recommendation from both the Planning Commission and City Council, the adjacent Penler multifamily project was approved in September 2021; that project created the first land donation and contribution to the multipurpose path along the connector road. Final design of the connector road should be gained soon.</u> <u>Both Penler and this project were required to complete a Traffic Impact Analysis (TIA) through the City's on-call transportation engineering firm, Kimley Horn. The TIA Ordinance that the City adopted in 2017, has the City's consultant managing each traffic study. In terms of mitigation, Penler is committed to building a double left turn lane, south to I-85, at the intersection of Beatty Drive (Hwy 273) and YMCA Drive. Like Penler, the mitigation for the Stowe Multifamily project before you, is to donate land for the connector road and pay a money-in-lieu fee to the City for a fair share contribution to the multipurpose path. Both of these traffic mitigation recommendations are reflected in the staff-supported conditions (attached). Based on talks with the Carolina Thread Trail, the group responsible for greenways in the 15-county Charlotte Metro Region, a fair share contribution of \$50,000 was recommended. The City will be managing the bidding and construction of the connector road project; \$1 million has been allocated to the construction of the connector road by the City of Mount Holly.</u> <u>On Monday, April 25th, the City held a Public Involvement Meeting for property owners within 250 feet of the site. Mailed notices were sent out to referenced property owners, a legal ad</u>	

was published in the Gaston Gazette, and the property was posted with a PIM sign, all within the required time period (at least 10 days before the meeting and no more than 25 days before said meeting). No one from the public attended this drop-in informational meeting.

After the Planning Commission hearing, the Public Utilities Department recommended adding the conditional note for Fair Share Contribution for the South Gateway Pump Station and Force Main Project, similar to the note for the approved, adjacent Penler project. The developer is aware of this added note and the purpose behind it.

Fiscal Impact:

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

Manager/Staff Recommendation: The Planning Commission made a unanimous recommendation that City Council approve the rezoning of the Parcel ID # 212802 from B-3 South Gateway Overlay District to CD-Multifamily based on the attached Statement of Consistency. This project perhaps meets the most goals from the Land Use Plan and Strategic Vision Plan's Small Area Plan that has been before you and therefore, a recommendation to approve this conditional district rezoning is appropriate and is supported by numerous plans and plan goals.

Result of City Council Decision:

***Attachments: Application and Conditional Development Plan
Conditional Notes for Reference
Presentation on Project from Applicant
Statement of Consistency
Gateway Plans***

**REZONING APPLICATION
CITY OF MOUNT HOLLY, NORTH CAROLINA**

Date Filed: 7/14/21 Application Number: 8-3-2021 A

The undersigned does (do) hereby respectfully make the application and request to the City of Mount Holly to amend the Zoning Map of Mount Holly as hereinafter requested and in support of this application the following facts are shown:

1. The real property, sought to be rezoned, is owned in fee simple by:
Belmont Del Associates, LLC.

Address: 4530 Park Rd Suite 410 Charlotte, NC 28209

as evidenced by Deed Book 4295 on Page 1197 in the Gaston County Registry. There are no restrictions or covenants of record appearing in the chain of title, which would prohibit the property from being put to the use specified in Paragraph five (5) of this application.

2. The real property sought to be rezoned is located at/on
No Assigned Address on the Left or Right side of the YMCA Drive
(physical address) (circle one) (street)
between N/A and N/A, and has a Tax
(street) (street)

Listing of: Tax Parcel # 212802. Said lot(s) has (have) a frontage of N/A feet and is approximately 15 acres in size.

3. A complete legal description of the boundaries of said realty (to be completed by an attorney) is attached to this application along with a survey or tax map of said realty.

4. It is desired and requested that the real property herein described be rezoned from
B-3 Zone to Conditional District Multifamily Zone.

5. If Conditional Use rezoning is requested, a site specific plan (see Appendix) is hereby attached (check) ☒ Yes or N/A.

6. If the Conditional Use Rezoning is requested, it is proposed that the real property be put to the following use, with the following specific improvements including building sizes and proposed screening in accordance with the attached site plan as mentioned in Paragraph five (5).

For use as a multifamily development with up to 200 rental units.

7. Attached is a list of all the properties adjacent to the subject property including the owners' name(s) and address and tax book, map, and parcel number of each lot as shown on the Gaston County Tax Maps. Adjacent properties are considered all those immediately or diagonally adjacent to the subject property, including any properties immediately across any creeks, rivers, railroads, highways or other natural or man-made barriers.

Belmont Del Associates, LLC.
Name of Applicant(s)

Property Owners
Interest of Applicant in Subject Realty:
(Must be the owner if requesting
Conditional Use Rezoning)

Applicant's Address: 4530 Park Rd Suite 410 Charlotte, NC 28209

Phone Number: 704-519-4258

Signature: [Signature]

INSTRUCTIONS: Applications must be TYPED or LEGIBLE and filed with the City of Mount Holly Planning and Zoning Department, together with the application fee in the amount of \$800.00 (See Fee Schedule) at least 30 days prior to the Planning Commission meeting for initial consideration.

GENERAL PROVISIONS

- A. ZONING DISTRICTS/ORDINANCE. DEVELOPMENT OF THE SITE WILL BE GOVERNED BY THE REZONING PLAN AS WELL AS THE APPLICABLE PROVISIONS OF THE CITY OF MOUNT HOLLY ORDINANCE. UNLESS THE REZONING PLAN ESTABLISHES DIFFERENT STANDARDS.
- B. GRAPHICS AND ALTERNATIONS. THE SCHEMATIC DEPICTIONS OF THE USES, PARKING AREAS, SIDEWALKS, STRUCTURES AND BUILDINGS, BUILDING ELEVATIONS, DRIVEWAYS, STREETS, DEVELOPMENT AREAS, OPEN SPACE AREAS, AND OTHER DEVELOPMENT MATTERS AND SITE ELEMENTS (COLLECTIVELY THE 'DEVELOPMENT/SITE ELEMENTS') SET FORTH ON THE REZONING PLAN SHOULD BE REVIEWED IN CONJUNCTION WITH THE PROVISIONS OF THE DEVELOPMENT STANDARDS. THE LAYOUT, LOCATIONS, SIZES, AND FORMULATION OF THE DEVELOPMENT/SITE ELEMENTS DEPICTED ON THE REZONING PLAN ARE GRAPHIC REPRESENTATIONS OF THE DEVELOPMENT/SITE ELEMENTS PROPOSED. CHANGES TO THE REZONING PLAN NOT ANTICIPATED BY THE REZONING PLAN WILL BE REVIEWED AND APPROVED AS ALLOWED BY ARTICLE 14.5.J OF THE ORDINANCE. SINCE THE PROJECT HAS NOT UNDERGONE THE DESIGN DEVELOPMENT AND CONSTRUCTION DOCUMENT PHASE, IT IS INTENDED THAT THIS REZONING PLAN PROVIDES FOR FLEXIBILITY IN ALLOWING ALTERNATION OR MODIFICATIONS FROM THE REZONING PLAN OF THE DEVELOPMENT SITE AND SITE ELEMENTS. THEREFORE, THERE MAY BE INSTANCES WHERE MODIFICATIONS WILL BE REQUIRED AND ALLOWED WITHOUT REQUIRING THE ADMINISTRATIVE AMENDMENT PROCESS PER SECTION 14.5.J OF THE ORDINANCE. THESE INSTANCES WOULD INCLUDE CHANGES THAT DON'T MATERIALLY CHANGE THE OVERALL INTENT DEPICTED ON THE REZONING PLAN.

GENERAL ARCHITECTURAL STANDARDS:

- A. THE PROPOSED MULTI-FAMILY DEVELOPMENT WILL ADHERE TO THE REQUIREMENTS OF ARTICLE VII NOTE 5 OF THE ORDINANCE. THE BUILDING RENDERINGS INCLUDED WITH THE REZONING PLAN GENERALLY DEPICT HOW THE PROPOSED ARCHITECTURAL STANDARDS WILL BE IMPLEMENTED.
- B. THE PRINCIPAL BUILDINGS CONSTRUCTED ON THE SITE MAY USE A VARIETY OF BUILDING MATERIALS. THE BUILDING MATERIALS USED FOR BUILDINGS WILL BE A COMBINATION OF THE FOLLOWING: GLASS, BRICK, STONE, SIMULATED STONE, PRE-CAST STONE, PRE-CAST CONCRETE, SYNTHETIC STONE, STUCCO, CEMENTITIOUS SIDING, EIFS, OR WOOD. VINYL OR ALUMINUM AS A BUILDING MATERIAL MAY ONLY BE USED ON WINDOWS, SOFFITS, HANDRAILS, RAILINGS, AND BUILDING FLASHING.
- C. PROHIBITED EXTERIOR BUILDING MATERIALS
 - a. VINYL SIDING (BUT NOT VINYL HANDRAILS, WINDOWS, OR DOOR TRIM)
 - b. CONCRETE MASONRY UNITS NOT ARCHITECTURALLY FINISHED.
- D. BUILDING MASSING AND HEIGHT SHALL BE DESIGNED TO BREAK UP LONG MONOLITHIC BUILDING FORMS AS FOLLOWS:
 - a. BUILDINGS EXCEEDING 135 FEET IN LENGTH SHALL INCLUDE MODULATIONS OF THE BUILDING MASSING/FAÇADE (SUCH AS RECESSES, PROJECTIONS, AND ARCHITECTURAL DETAILS). MODULATIONS SHALL BE ON AVERAGE A MINIMUM OF 10 FEET WIDE AND SHALL PROJECT OR RECESS A MINIMUM OF 2 FEET.

- E. RESIDENTIAL BUILDING ELEVATIONS FACING INTERNAL PRIVATE STREETS, PARKING AREAS OR THE FUTURE SOUTH GATEWAY CONNECTOR ROAD SHALL NOT HAVE EXPANSES OF BLANK WALLS GREATER THAN 20 FEET IN ALL DIRECTIONS.
- F. ALL SIDES OF THE BUILDINGS SHALL USE MATERIALS CONSISTENT WITH THOSE ON THE FRONT IF VISIBLE FROM A PUBLIC STREET OR WAY.
- G. SLOPED ROOFS OR STRUCTURAL CANOPIES SHALL BE COVERED WITH ASPHALT SHINGLES, DIAMOND TAB SHINGLES, CLAY TILES SLAT, CONCRETE TILE, STANDING SEAM METAL, CORRUGATED METAL, RIBBED METAL, WOOD SHAKES OR SHINGLES.
- H. ROOFTOP HVAC AND RELATED MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW AT GRADE FROM THE NEAREST PUBLIC STREET.
- I. SERVICE AREA SCREENING-SUCH AS DUMPSTERS AND RECYCLING ENCLOSURES SHALL BE SCREENED FROM VIEW WITH MATERIALS AND DESIGN TO BE COMPATIBLE WITH THE PRINCIPAL STRUCTURES. THE LOCATION OF THE PROPOSED DUMPSTER AND RECYCLING AREAS ARE GENERALLY DEPICTED ON THE REZONING PLAN.

SIGNAGE:

- A. SIGNAGE AS ALLOWED BY THE ORDINANCE MAY BE PROVIDED. THE SITE WILL BE VIEWED AS A PLANNED/UNIFIED DEVELOPMENT AS DEFINED BY THE ORDINANCE.

LIGHTING

- A. ALL NEW SITE LIGHTING SHALL BE DECORATIVE, CAPPED, AND DOWNWARDLY DIRECTED.
- B. SOLAR PARKING LOT LIGHTS SHALL BE ALLOWED WITHIN THE PRIVATE PARKING AREAS WITHIN THE DEVELOPMENT.
- C. DETACHED SITE LIGHTING, EXCEPT FOR STREETLIGHTS LOCATED ALONG PUBLIC STREETS, WILL BE LIMITED TO 26 FEET IN HEIGHT.

RIGHT-OF-WAY

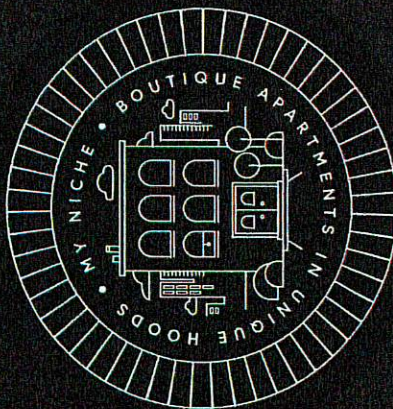
- A. THE PETITIONER WILL DEDICATE AND CONVEY VIA FEE SIMPLE INTEREST TO THE CITY OF MOUNT HOLLY THE RIGHT-OF-WAY FOR THE PORTION OF THE FUTURE SOUTH GATEWAY CONNECTOR ROAD (URBAN COLLECTOR) AND MULTI-USE TRAIL AS IDENTIFIED ON THE SITE GENERALLY DEPICTED ON THE REZONING PLAN. THE CITY OF MOUNT HOLLY AT ITS SOLE EXPENSE SHALL DESIGN, PERMIT, CONSTRUCT AND MAINTAIN THE SOUTH GATEWAY CONNECTOR ROAD AND MULTI-USE PATH AS GENERALLY DEPICTED ON THE REZONING PLAN. THE PETITIONER WILL CONTRIBUTE \$50,000.00 WITHIN 10 DAYS OF THE ISSUANCE OF OUR BUILDING PERMITS TO BE USED DIRECTLY FOR THE CONSTRUCTION OF THE MULTI-USE PATH WITHIN THE DEDICATED RIGHT-OF-WAY. THE RIGHT-OF-WAY SHALL BE DEDICATED AND CONVEYED PRIOR TO THE ISSUANCE OF THE FIRST CERTIFICATE OF OCCUPANCY FOR THE PETITIONERS PROJECT.

FAIR SHARE CONTRIBUTION FOR THE SOUTH GATEWAY PS/FM PROJECT

- A. THE PETITIONER'S FAIR SHARE CONTRIBUTION TO THE SOUTH GATEWAY PUMP STATION/FORCE MAIN PROJECT HAS BEEN CALCULATED TO BE \$81,781 BASED ON 19.5 GPM FROM THE

PROPOSED APARTMENTS. IF THE TOTAL FLOW INCREASES OR DECREASES BASED ON CHANGES TO THE PLAN, THEN THE FAIR SHARE CONTRIBUTION MAY CHANGE.

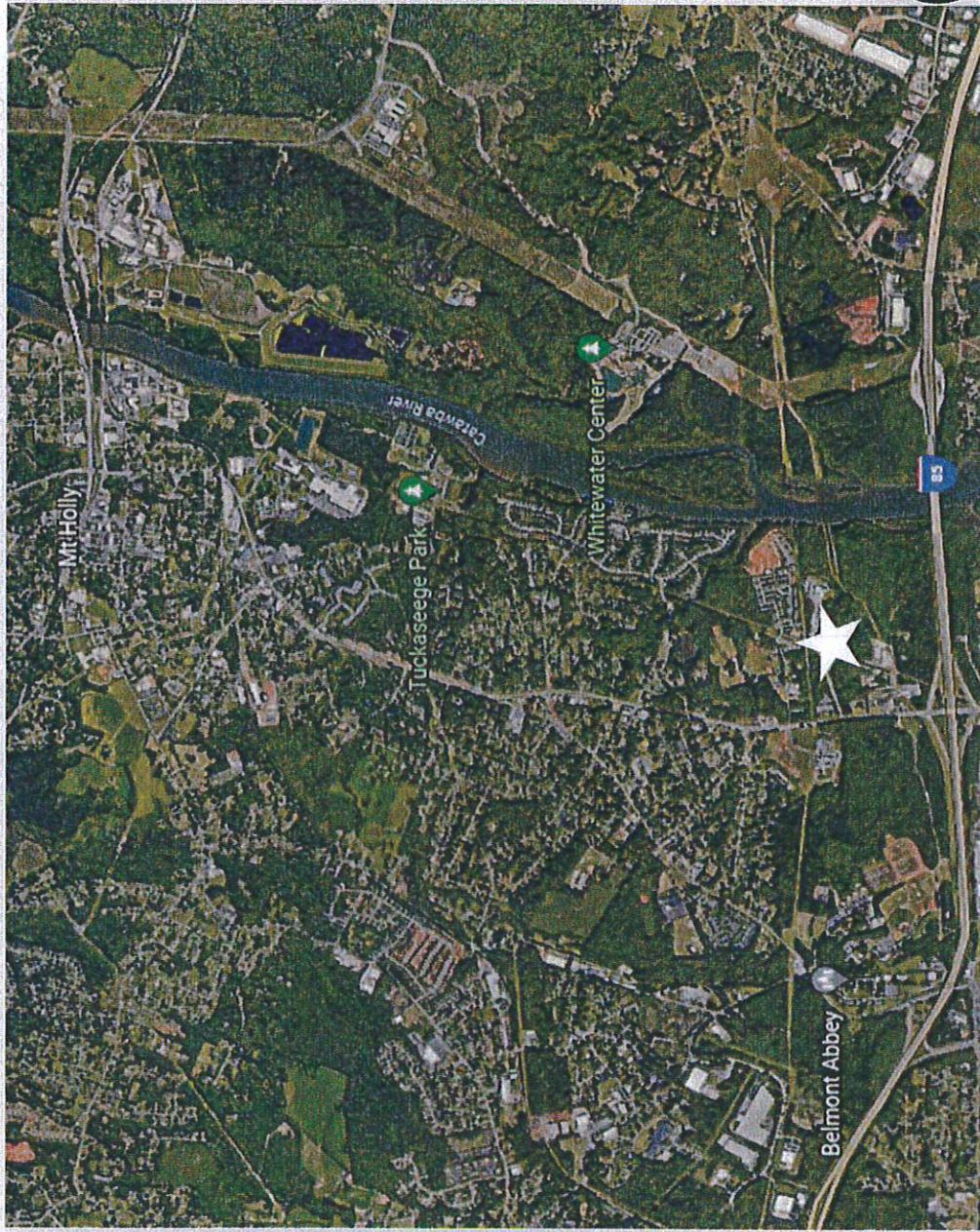
Stowe Rezoning



Project Information

- Parcel ID
 - 212802
- Site
 - +/-15.01 acres
- Existing Zoning
 - B-3 "general business district"
- Proposed Zoning
 - Conditional District Multi-Family. Up to 200 dwelling units with accessory structures and amenities.
- Max Building Height
 - 50' for the multi-family buildings
 - 30' for the clubhouse amenity
- Parking Required
 - 1.5 spaces per unit
- Parking Provided
 - 300 spaces

Location



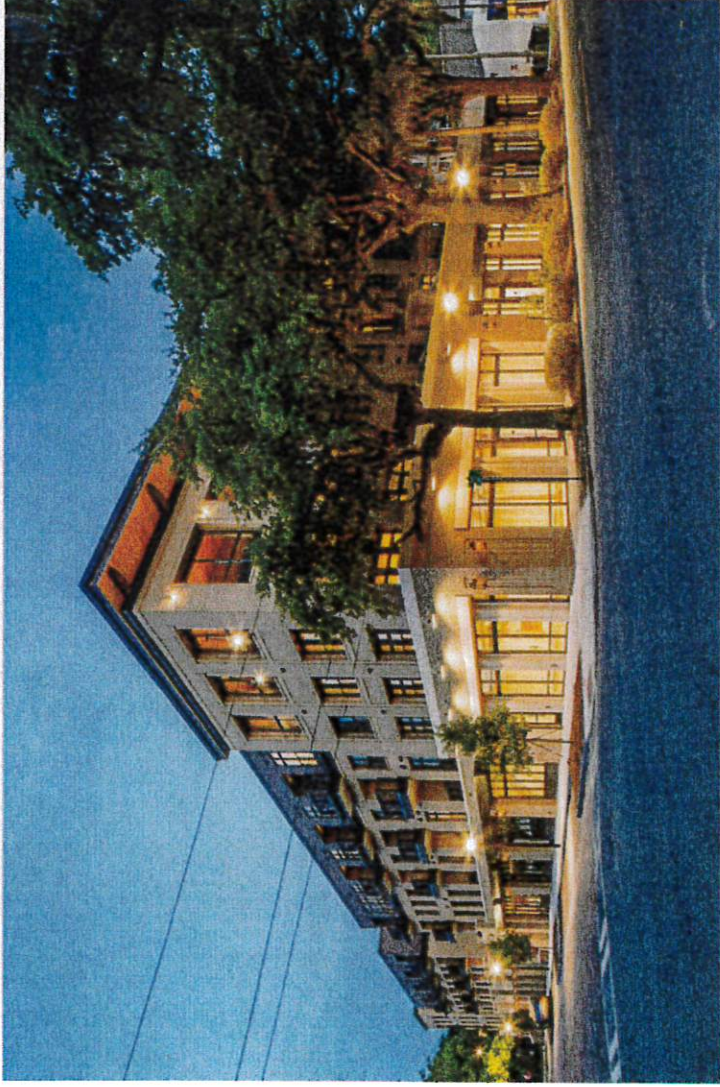


Site Plan



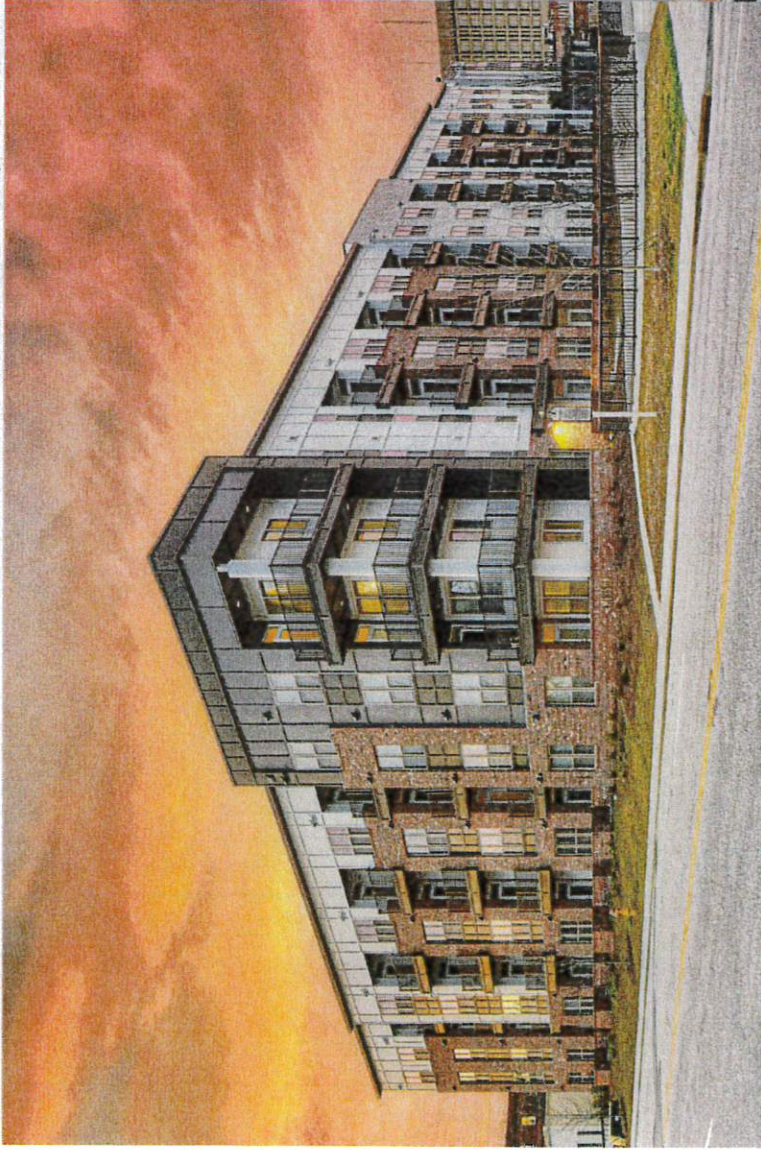
Design

Savannah, Georgia





Rock Hill, South Carolina



Florence, South Carolina



Charlotte, North Carolina



Statement of Consistency

In considering the request associated with petition 8-3-2021A, an amendment of the Zoning Map to CD-Zoning Multifamily, for a CD rezoning application, submitted by Belmont Del Associates, LLC for one tract of land, totaling 15.01 acres, located off of YMCA Drive, Parcel ID # 212802, 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 related land use documents and initiatives because:

- It promotes Housing Policy # 1: Promote a range of housing options.
- It promotes Housing Policy # 4: Maintain a safe and adequate supply of housing that varies in age and style.
- It promotes Land Use Policy # 2: Encourage the development of distinct mixed-use districts for Downtown, the Gateway Centers, and the Neighborhood Centers as identified in the Future Land Use Map.
- It promotes Land Use Policy # 3: Promote infill development and the clustering of growth developed areas of the City as identified in the Future Land Use Map.
- It promotes Land Use Policy # 4: Encourage the development of unique neighborhoods with a variety of housing options.
- It promotes Mobility Policy # 4: Increase the participation of developers in the construction of transportation facilities: roads, sidewalks, bike paths, and shared-used-facilities.
- It promotes the South Gateway Small Area Plan in the Strategic Vision Plan Update, and the Short Term Goal 4.2.1 to continue to coordinate with planners and property owners for the South Gateway Mixed-Use Area.

This finding(s) is supported by a 8-0 vote by the Mount Holly Planning Commission during its meeting on May 2, 2022.


Chair, Planning Commission

May 2, 2022
Date

GATEWAY CENTER

Gateway Centers are larger mixed-use activity centers at the edge of the City along major transportation routes. These centers should offer residents the option to live, work, and shop within a walkable node. Each center should have its own identity with differing mixtures of uses based on current and future economic conditions. Future investments should promote urban design that is compatible with the existing built environment and adds lasting value. Strong connections between nearby neighborhoods and the centers are encouraged, and a mixture of office, retail, service, and residential within and adjacent to the centers is ideal. This mixture likely will vary for each center.

Intent

- Provide a sense of arrival to the City of Mount Holly through design cues and changes in use.
- Offer opportunities for more walkable mixed-use character as compared to single-use automobile-oriented character.
- Provide connections between—and transitions to—adjacent land uses for motorists, bicyclists, and pedestrians.

Mix of Uses

North Gateway 30% Residential | 50% Retail | 20% Office

West Gateway 50% Residential | 25% Retail | 25% Office

South Gateway 20% Residential | 40% Retail | 40% Office

Characteristics

Land Use	Building Form	<i>Buildings fronting street, courtyard, public gathering space</i>
	Building Height (typical)	<i>50'</i>
	Residential Density	<i>Varies by gateway</i>
	Non-Residential Intensity	<i>No minimum</i>
	Lot Coverage (typical)	<i>50%</i>
Transportation	Transportation Options	<i>Auto, Bicycle, Pedestrian, Transit (if feasible)</i>
	Access & Connectivity	<i>Shared between developments</i>
	Parking Provision	<i>On-Street (internal), Side and Rear</i>

PLACE TYPE LOCATION MAP



**Illustrative Example Image*

4.2 South Gateway Mixed-Use Design and Planning

Short Term Recommendations

4.2.1 Continue to Coordinate with Planners and Property Owner

Lead: City of Mount Holly

The site plan should consider:

- 273 Streetscape with canopy shade trees (visibility under canopies to commercial development) and a low hedge to screen parking (but not obscure sightlines)
- Interconnected internal street network with a logical connection to residential development, working with grades
- Visual relationship between residential and commercial areas
- Buildings oriented to and anchoring internal streets
- Residential buildings that utilize the grades, with potential parking underneath. Consider taller buildings with smaller footprints
- Pedestrian-oriented internal streetscape environments
- Central focal points for both commercial and residential areas, connected by streetscape
- Internal pathway system connections to YMCA and riverfront

4.2.2 Consider Incentives for Grocery Store Development

Lead: City of Mount Holly

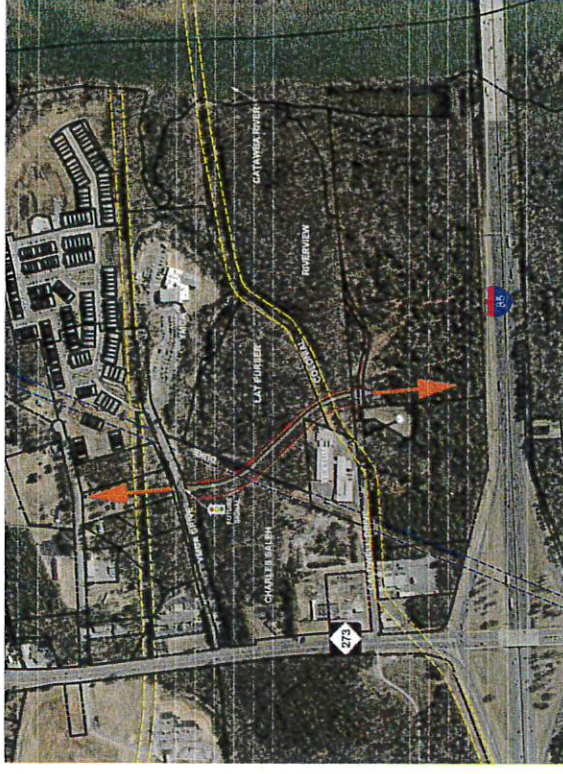
The market demand for a grocery store in Mount Holly is strong and the NC-273 gateway is the ideal corridor for such a development. The City should contemplate partnering with the private sector on infrastructure costs to help mitigate site development costs for a developer that brings a full service grocery store to the corridor.

Medium Term Recommendations

4.2.3 Plan Greenway Extension from South Gateway Mixed-Use Through the Hospital Property to the West

Lead: City of Mount Holly

As a mixture of uses develops in the NC 273 gateway area, pedestrian and bike connections should occur that connect uses, move westward through the Hospital property to connect adjacent uses. A recently completed transportation improvement study for this area depicts a potential internal street connection that would achieve this important link among properties in this area.

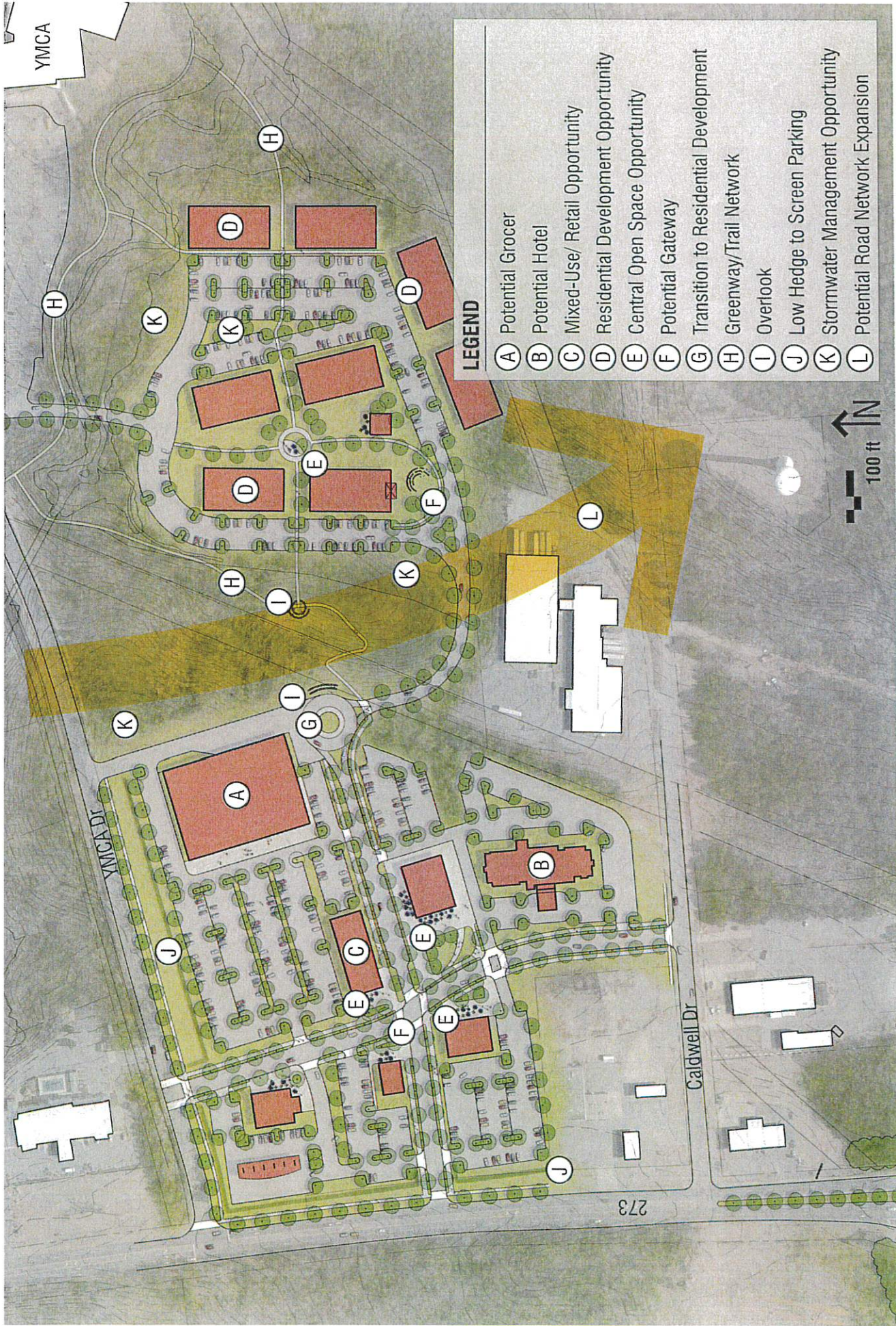


Potential internal street connection identified in recently completed transportation improvement study

4.2.4 Plan Greenway Extension Along Caldwell Drive

Lead: City of Mount Holly

Pedestrian and bicycle improvements should occur along Caldwell Drive as development continues to ensure that new uses connect with the existing trail network and adjacent uses including Belmont Abbey.



South Gateway Area Plan
 South Gateway Development Opportunity



City of Mount Holly Action Agenda Item

To: Mayor and City Council From: Tony Walker	Date: 4/21/20 DATE Meeting Date: DATE 05/09/2022
Agenda Item to be considered: <i>Public Hearing for Traffic Control Device on South Hawthorne Street</i>	
Will this require a public hearing? ☒ YES ☐ NO	
Background/Purpose of Request:	
On 03/17/2022 Mr. Rodney Epps that resides at 107 S. Hawthorne Street in Mount Holly completed the application for Traffic Control Request. In the application Mr. Epps stated about changing the 20 MPH speed limit to 25 MPH and eliminate the two 35 MPH signs at the South end of Hawthorne Street. Mr. Epps stated that its confusing to travelers with the current traffic flow. Mr. Epps is also requesting NO Trucks on all of Hawthorne Street because he believes it's a cut-through and has dramatically increased traffic on Hawthorne and is unsafe for the schools, but also damaging the road. Per the Traffic Request Policy notices for public hearing were sent out to five residents and property owners but also posted in the neighborhood stating the date and time of the Public Hearing. Article 3-Motor Vehicle Act of 1937. 20-141.1 Speed limits in school zones NC Gen Stat 20-141.1 the board of transportation or local authorities within their respective jurisdictions may, by ordinance, set speed limits lower than those designated in G.S. 20-141 for areas adjacent to or near a public, private or school. Staff recommends reduction of the speed on South Hawthorne from 35 MPH to 25 MPH, NO change to the speed limit in the SCHOOL ZONE which is posted at 20 MPH while school is in session. Do not recommend amending or changing NO TRUCKS on Hawthorne. The Police Department has also conducted a Traffic Study on Hawthorne which will be presented for consideration by Council.	
Fiscal Impact:	
Will Item affect current budget	☐ YES ☒ NO ☐ N/A
Reviewed by Finance Director	☐ YES ☒ NO ☐ N/A
Preaudit Certification required	☐ YES ☒ NO ☐ N/A
Capital Project Ordinance required	☐ YES ☒ NO ☐ N/A
Budget Transfer required	☐ YES ☒ NO ☐ N/A
Total City Dollars:	
Budget Code	
Reviewed by City Attorney	☐ YES ☒ NO ☐ N/A
Manager/Staff Recommendation: <u>Recommends reduction of speed from 35 MPH to 25 MPH NO CHANGE to speed in school zone and NO CHANGE to adding signs for NO TRUCKS</u>	
Result of City Council Decision: _____	
Attachments: <i>Traffic Study, NC GEN STAT 20-141.1, MAP S. Hawthorne, application for Traffic Study and Notice of Public Hearing</i>	



CITY *of* MOUNT HOLLY

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

www.mtholly.us

To: South Hawthorne Community, Mount Holly Middle School, Rodney Eppes

From: City of Mount Holly/ Streets Department

Reference: Traffic Control Request: Reduction of Speed, Increase of SPEED School Zone, NO TRUCKS on Hawthorne

Date: 03/17/2022

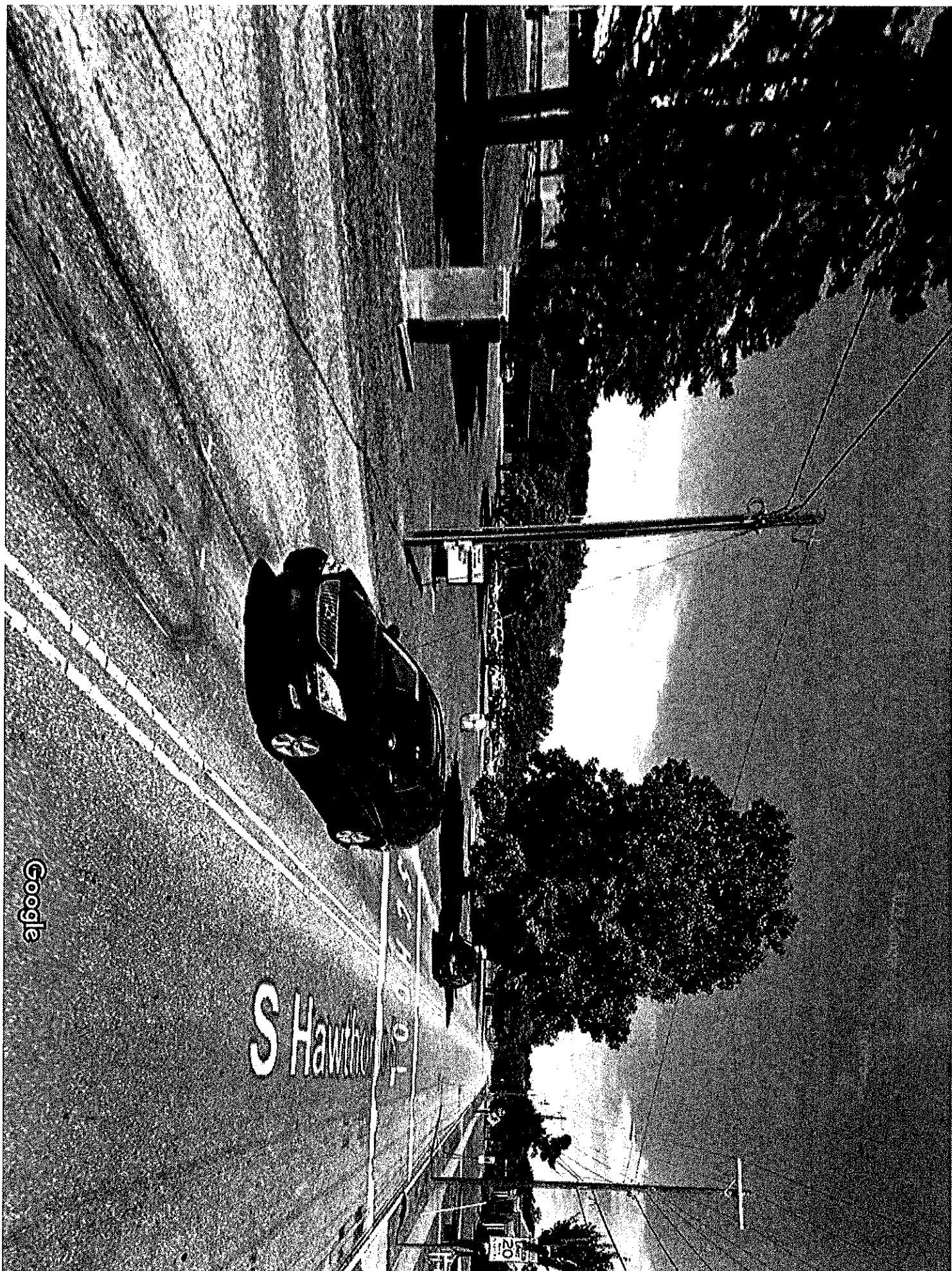
The Streets and Solid Waste Department received a request from a resident at 107 S. Hawthorne Street in reference changing the speed limit on South Hawthorne from 35 MPH to 25 MPH and increase the speed from 20 MPH to 25 MPH in the school zone. Adding NO TRUCK signs on all of Hawthorne. The request was for council to consider making changes for Hawthorne which is a city maintained road inside the city limits of Mount Holly.

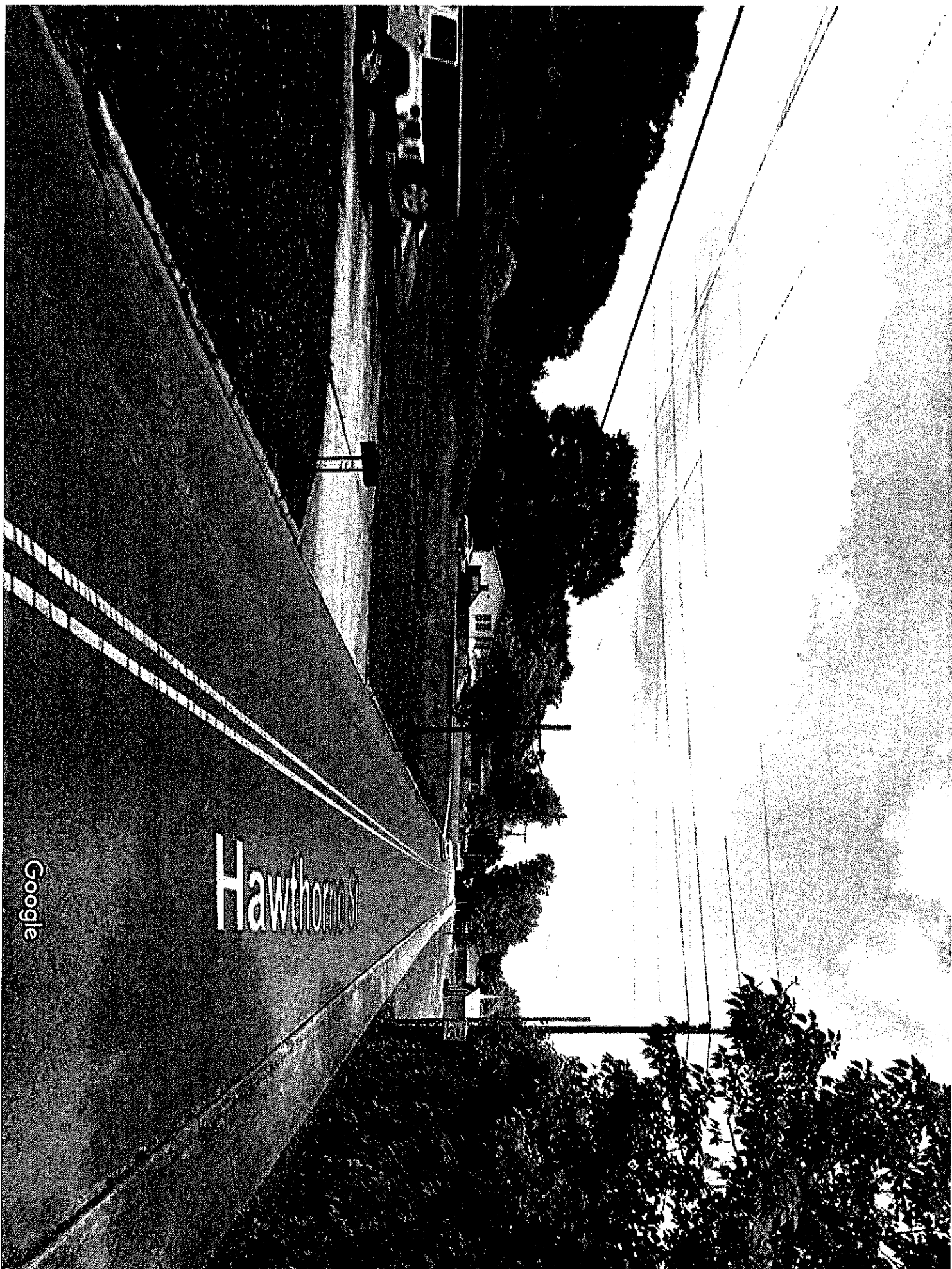
The Streets Department reviewed the application and will proceed to follow the request and forward information to council for consideration. The purpose of this policy is to go before council to request or amend traffic control devices in the City.

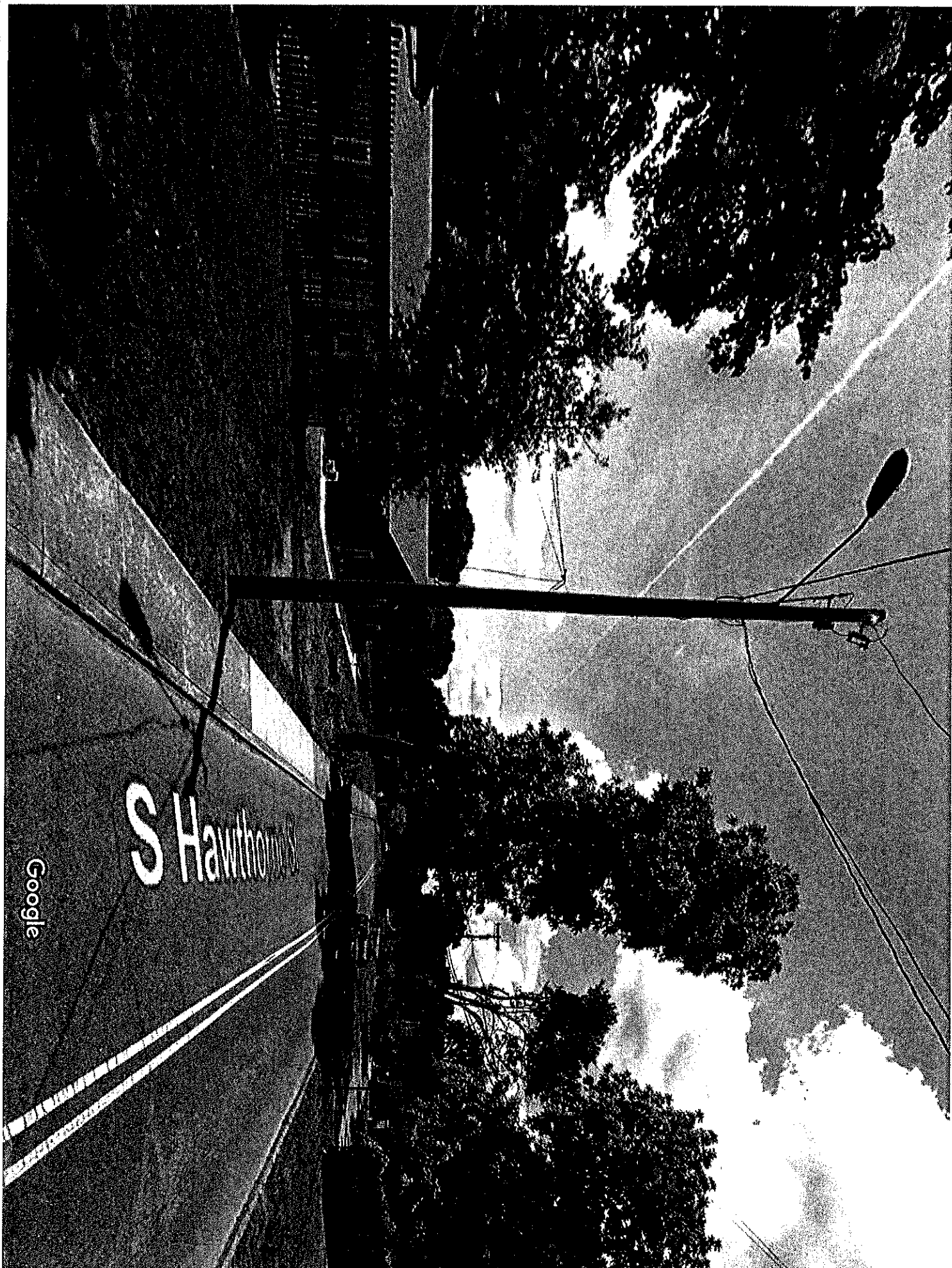
PUBLIC NOTIFICATION PROCESS which states any request that results in the amendment to an existing traffic control device or installation of new traffic control device will go before the City Council at a public hearing for review to amend the City's Official Traffic Map. Public notice will be met through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

The public hearing will be held on **Monday, May 9, 2022 at 7:00 PM** in the Council Chambers at the Municipal Complex at 400 E. Central Avenue. If you have any questions, please contact the Streets Department at 704-827-9726





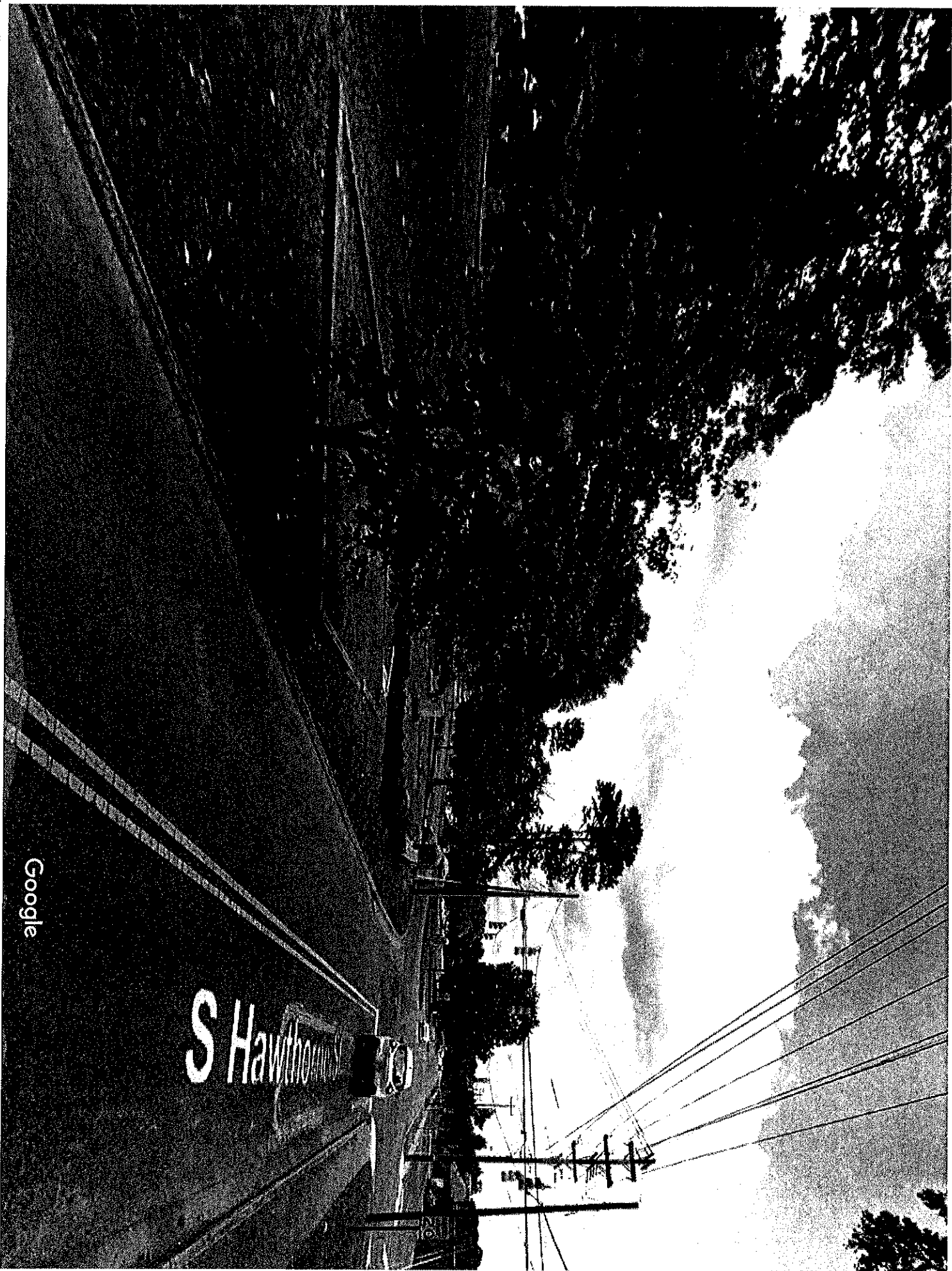






Google

S Hawthorne



2015 North Carolina General Statutes

Chapter 20 - Motor Vehicles.

Article 3 - Motor Vehicle Act of 1937.

§ 20-141.1 - 1. Speed limits in school zones.

Universal Citation: NC Gen Stat § 20-141.1 (2015)

20-141.1. Speed limits in school zones.

The Board of Transportation or local authorities within their respective jurisdictions may, by ordinance, set speed limits lower than those designated in G.S. 20-141 for areas adjacent to or near a public, private or parochial school. Limits set pursuant to this section shall become effective when signs are erected giving notice of the school zone, the authorized speed limit, and the days and hours when the lower limit is effective, or by erecting signs giving notice of the school zone, the authorized speed limit and which indicate the days and hours the lower limit is effective by an electronic flasher operated with a time clock. Limits set pursuant to this section may be enforced only on days when school is in session, and no speed limit below 20 miles per hour may be set under the authority of this section. A person who drives a motor vehicle in a school zone at a speed greater than the speed limit set and posted under this section is responsible for an infraction and is required to pay a penalty of two hundred fifty dollars (\$250.00). (1977, c. 902, s. 2; 1979, c. 613; 1997-341, s. 1.1; 2011-64, s. 1.)

Appendix 1

Application for Traffic Control Request Policy

Primary point of contact:

Name: ROONEY Address EPPEL 107 S. HAWTHORNE ST.

Day phone 704-822-3527

Neighborhood SOUTH HAWTHORNE ST. Today's date 3-17-22

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

SOUTH HAWTHORNE ST. TO CHANGE THE 20 MPH SPEED LIMIT TO 25 MPH.
ELIMINATE THE TWO 35 MPH SIGNS AT THE SOUTH END OF HAWTHORNE ST. THE
PUBLIC CONFUSES THE 20 MPH, WITH THE 20 MPH SCHOOL HOUR SIGNS, THIS CHANGE
FROM 20 - 25, WILL DIFFERENTIATE ANY CONFUSION, IT WILL BE MORE TO
THE COMMON FLOW OF TRAFFIC AND BRING CONFORMITY TO N. & S. HAWTHORNE ST.

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

SPEED LIMIT SIGN CHANGE

For Office Use Only

Date Application Received _____

Appendix 1

Application for Traffic Control Request Policy

Primary point of contact:

Name: RODNEY EPPE Address 107 S. HAWTHORNE ST.

Day phone 704 822-3527

Neighborhood HAWTHORNE ST. Today's date 3-17-22

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

S + N HAWTHORNE ST. TO POST ALL OF HAWTHORNE ST. "NO-THRU-TRUCKS",
TRUCK TRAFFIC HAS DRAMATICALLY INCREASED ON HAWTHORNE ST., MOSTLY ON
S. HAWTHORNE ST. IT IS "CUT-THROUGH" TRUCKS, AND ARE UNSAFE FOR THE SCHOOLS,
THE ROAD IS BEING DAMAGED BY TRUCK TRAFFIC, NEITHER END OF HAWTHORNE ST,
IS DESIGNED FOR TRUCK ENTERING OR EGRESS, SAFETY FACTOR & DAMAGE CONTROL!

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

ERECT NO-THRU-TRUCK SIGNAGE

For Office Use Only

Date Application Received _____



Don Roper
Chief of Police

Mount Holly Police Department

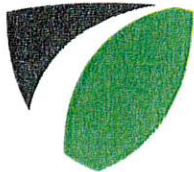
400 East Central Avenue • Mount Holly, NC • 28120 • (704) 827-4343 • (704) 822-2932

The Mount Holly Police Department responds to speed and traffic complaints by conducting traffic studies in the area of the complaint over a period of time conducive to gathering accurate data. Once the study is complete, the Patrol Division and/or the Traffic Enforcement Unit perform traffic stops on offenders in the area to educate them on the traffic laws. After two to three days of education, the Patrol Division and/or the Traffic Enforcement Unit begin to take enforcement action on offenders in the area.

One such traffic and speed complaint from S. Hawthorne Street was reported and the Traffic Enforcement Unit conducted a traffic study on S. Hawthorne Street-Northbound at Glendale Avenue from Thursday, April 21, 2022 through Thursday, April 28, 2022. The Traffic Enforcement Unit utilized the speed monitoring traffic sign to conduct this study. The results of the study show that during this seven day period 19,065 vehicles traveled Northbound on S. Hawthorne Street. The following is a breakdown of the data:

- **Total Number of Vehicles: 19,065**
- **Average Number of Vehicles per Day: 2,383.1**
- **Average Speed: 26.64 mph**
- **Approximately 50% of Vehicles Averaged 0 mph-27.21 mph**
- **85% of Vehicles Averaged 0 mph-32.51 mph**
- **Time of Day with Most Volume: 5:00 pm (1,349 vehicles)**
- **Day with Least Amount of Traffic: Thursday (1446)**
- **Day with Most Amount of Traffic: Tuesday (2894)**

(85th percentile speed is the National standard for determining speed limits in certain areas and is used by the North Carolina Department of Transportation.)



Start: 2022-04-21

End: 2022-04-28

Times: 0:00-23:59

Overall Summary

Total Days of Data: 8

Speed Limit: 20

Average Speed: 26.64

50th Percentile Speed: 27.21

85th Percentile Speed: 32.51

Pace Speed Range: 23-33

Speed Summary

S. Hawthorne St., NB

Violation Threshold: Speed Limit + 10

Speed Range: 1 to 150

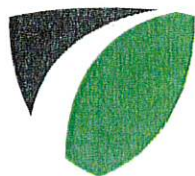
Minimum Speed: 5

Maximum Speed: 59

Display Mode: Unknown

Average Volume per Day: 2383.1

Total Volume: 19065



Start: 2022-04-21

End: 2022-04-28

Times: 0:00-23:59

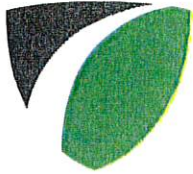
Volume by Time

S. Hawthorne St., NB

Speed Bins: Size 10, Range 1 to 150

Time View: By Day of Week (Avg Volumes)

Day	00:00	01:00	02:00	03:00	04:00	05:00	06:00	07:00	08:00	09:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Avg Total
Sun	38	29	19	14	10	18	30	43	71	79	121	123	218	188	158	141	170	181	177	152	134	108	53	40	2315
Mon	24	15	8	15	27	43	102	165	138	125	135	150	157	191	173	219	231	218	182	178	144	97	66	44	2847
Tue	34	28	17	25	24	50	111	161	135	133	133	140	175	173	191	206	192	231	197	169	149	106	64	50	2894
Wed	28	13	9	26	13	55	102	175	136	128	128	156	153	186	195	210	204	185	206	178	186	99	58	44	2873
Thu	23	18	16	26	19	48	99	183	87	134	124	155	170	182	157	188	192	184	176	205	153	126	79	61	1446
Fri	30	12	12	17	8	54	78	89	107	141	141	145	167	167	169	161	193	196	189	165	140	134	107	73	2695
Sat	39	30	16	9	8	22	51	77	95	130	136	169	157	168	163	182	163	154	185	159	147	122	86	81	2549
Avg	31	21	14	19	16	41	82	128	110	124	131	148	171	179	172	187	192	193	187	172	150	113	73	56	2517



Start: 2022-04-21

End: 2022-04-28

Times: 0:00-23:59

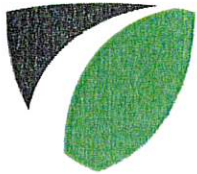
Volume by Time

S. Hawthorne St., NB

Speed Bins: Size 10, Range 1 to 150

Time View: By Day (Total Volumes)

Date	00:00	01:00	02:00	03:00	04:00	05:00	06:00	07:00	08:00	09:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Total
04-21	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	43	134	124	155	170	182	157	188	192	184	176	205	153	126	79	61	2329
04-22	30	12	12	17	8	54	78	89	107	141	141	145	167	167	169	161	193	196	189	165	140	134	107	73	2695
04-23	39	30	16	9	8	22	51	77	95	130	136	169	157	168	163	182	163	154	185	159	147	122	86	81	2549
04-24	38	29	19	14	10	18	30	43	71	79	121	123	218	188	158	141	170	181	177	152	134	108	53	40	2315
04-25	24	15	8	15	27	43	102	165	138	125	135	150	157	191	173	219	231	218	182	178	144	97	66	44	2847
04-26	34	28	17	25	24	50	111	161	135	133	133	140	175	173	191	206	192	231	197	169	149	106	64	50	2894
04-27	28	13	9	26	13	55	102	175	136	128	128	156	153	186	195	210	204	185	206	178	186	99	58	44	2873
04-28	23	18	16	26	19	48	99	183	131	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	563
Total	216	145	97	132	109	290	573	893	856	870	918	1038	1197	1255	1206	1307	1345	1349	1312	1206	1053	792	513	393	19065



Start: 2022-04-21

End: 2022-04-28

Times: 0:00-23:59

Speed Bins: Size 10, Range 1 to 150

Time View: By Week (Total Volumes)

Week	00:00	01:00	02:00	03:00	04:00	05:00	06:00	07:00	08:00	09:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Total
04-17	69	42	28	26	16	76	129	166	245	405	401	469	494	517	489	531	548	534	550	529	440	382	272	215	7573
04-24	147	103	69	106	93	214	444	727	611	465	517	569	703	738	717	776	797	815	762	677	613	410	241	178	11492
Total	216	145	97	132	109	290	573	893	856	870	918	1038	1197	1255	1206	1307	1345	1349	1312	1206	1053	792	513	393	19065

OLD BUSINESS

NEW BUSINESS

OTHER BUSINESS

REPORTS

Mount Holly Parks & Recreation

Monthly Report-April 2022

Sole Patrol-

The Sole Patrol met 20 days during the month of April. The total attendance was 297, with 39 different members attending. Their activities included walking, corn hole, shuffleboard, and game playing. They also had an Easter luncheon.

Fitness Center-

The Fitness Center was open 20 days throughout April. The total attendance was 202, with 29 different members attending.

Athletics-

Our youth spring sports teams (baseball, soccer, girls' volleyball, and girls' softball) all began playing games in April.

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

Free-play volleyball is open for adults on Wednesday evenings at the Tuckaseegee Community Center. We have had 49 visits by 28 different players over the last two weeks in April.

Free-play pickleball was held Tuesdays and Thursdays from 1-3pm at the Tuckaseegee Community Center. We had a total of 32 visits by 9 different players.

Rentals & Special Events-

There were 11 shelter rentals at Tuckaseegee and River Street Parks. The estimated attendance was 280 people. The Tuckaseegee Community Center was rented for three days during April; the estimated attendance was 625 people.

News & Notes-

Registration for our youth summer indoor soccer league is going on until May 20. Leagues are co-ed and are available for ages 8-10 and 11-13.

Our first Mount Holly Nights concert event is scheduled for Friday May 13th. Trial by Fire, a Journey tribute band will be providing the entertainment.

Parks & Recreation Commission is scheduled to meet Tuesday May 24th at 630pm.

Citation Totals by Charge

MOUNT HOLLY POLICE

(04/01/2022 - 04/30/2022)

Charge:	Number of Charges:
Speeding (Misdemeanor)	1
Speeding (Infraction)	24
DWI	1
No Operator License	15
Driving While License Revoked	11
Expired Registration	33
Unsafe Movement	1
Failure To Stop (Stop Sign/Flashing Red Light)	4
Running Red Light	2
No Insurance	1
Failure To Reduce Speed	4
Other (Infraction)	17
Other (2nd Charge - Misdemeanor)	2
Other (2nd Charge - Infraction)	37
Total:	153

Arrest Race/Sex Totals by Offense

MOUNT HOLLY POLICE

(04/01/2022 - 04/30/2022)

Primary Offense:	White Male:	Black Male:	Indian Male:	Asian Male:	White Female:	Black Female:	Indian Female:	Asian Female:	Juven.:	Adult:	Resd.:	NonRes.:	Arrests:
13A - Aggravated Assault	1	0	0	0	0	0	0	0	0	1	1	0	1
35A - Drug/Narcotic Violations	0	1	0	0	0	0	0	0	0	1	0	1	1
90D - Driving Under the Influence	4	0	0	0	0	1	0	0	0	5	1	4	5
90J - Trespass of Real Property	0	2	0	0	0	0	0	0	0	2	1	1	2
90Z - All Other Offenses	4	1	0	0	0	1	0	0	0	6	4	2	6
90Z.03 - Court Violations	1	0	0	0	0	0	0	0	0	1	1	0	1
90Z.06 - Involuntary Commitment	0	0	0	0	2	0	0	0	0	2	1	1	2
90Z.13 - B&E to Motor Vehicle	0	1	0	0	0	1	0	0	0	2	0	2	2
Totals:	10	5	0	0	2	3	0	0	0	20	9	11	20

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

CFS By Department - Select Department By Date
For MOUNT HOLLY POLICE 4/1/2022 - 4/30/2022

MOUNT HOLLY POLICE	Count	Percent
ALARM B	21	1.27%
ALARM R	21	1.27%
ANIMAL COMPLAINT	2	0.12%
ASSAULT AL OCC	7	0.42%
ASSAULT IN PROG	2	0.12%
ASSAULT W/ WEAPON	1	0.06%
ASSIST CITY DEPARTMENT	2	0.12%
ASSIST FD/EMS	26	1.57%
ASSIST LE AGENCY	21	1.27%
ASSIST OTHER	6	0.36%
ATTEMPTED B & E	1	0.06%
B & E BUSINESS AL OCC	2	0.12%
B & E RES AL OCC	3	0.18%
B & E RES IN PROG	1	0.06%
B & E TO VEHICLE ALR OCC	7	0.42%
CHECK ROADWAY	9	0.54%
CHECK THE WELFARE	32	1.93%
CHILD CUSTODY	1	0.06%
CIVIL DISPUTE	15	0.91%
COMMUNICATING THREATS	9	0.54%
COUNTERFEIT MONEY	1	0.06%
COURT	2	0.12%
DAMAGE TO PROPERTY	12	0.73%
DISCHARGE FIREARM	2	0.12%
DISTURBANCE NATURE UNK	4	0.24%
DOMESTIC ARGUMENT	21	1.27%
DOMESTIC ASSAULT	3	0.18%
DRUGS	4	0.24%
FOLLOW UP INVESTIGATION	33	1.99%
FOOT PATROL	5	0.30%
FOUND PROPERTY	6	0.36%
FRAUD	9	0.54%
FUNERAL ESCORT	2	0.12%
HANGUP 911	7	0.42%
HARRASSMENT	5	0.30%
HIT & RUN PD	6	0.36%
IDENTITY THEFT	4	0.24%
ILLEGAL DUMPING	3	0.18%
INFORMATION ONLY	23	1.39%
INTOXICATED DRIVER	2	0.12%
INTOXICATED PEDESTRIAN	1	0.06%
JUVENILE	20	1.21%

MOUNT HOLLY POLICE	Count	Percent
JUVENILE SEX ASSAULT AL OCC	1	0.06%
LARCENY AL OCC	23	1.39%
LARCENY FROM VEHICLE	4	0.24%
LICENSE CHECK	2	0.12%
MENTAL COMMITMENT	6	0.36%
MISC CALL	1	0.06%
MISSING PERSON ADULT	1	0.06%
MISSING PERSON JUVENILE	1	0.06%
MV COLLISION PD	22	1.33%
MV COLLISION PI	2	0.12%
NOISE VIOLATION	13	0.79%
OBTAINING WARRANT	4	0.24%
PARKING VIOL	5	0.30%
PERSONAL ESCORT	1	0.06%
PROWLER	3	0.18%
PUBLIC NUISANCE BIKES/SKATEBOARDS/ATV/DIRT BIKES	6	0.36%
PUBLIC SERVICE CALL	27	1.63%
RECOVER STOLEN PROPERTY	1	0.06%
SCHOOL RES OFFICER	3	0.18%
SCHOOL TRAFFIC	17	1.03%
SEARCH WARRANT	1	0.06%
SERVE WARRANT	12	0.73%
SEX OFFENSE/RAPE AL OCC	1	0.06%
SHOOTING IN VEHICLE	1	0.06%
SOLICITATION	3	0.18%
SPEC ASSIGNMENT TRAFFIC	2	0.12%
SPECIAL ASSIGNMENT	16	0.97%
SPECIAL CHECK	754	45.56%
STOLEN VEHICLE AL OCC	4	0.24%
STRANDED MOTORIST	20	1.21%
SUBJECT WITH A GUN/WEAPON	2	0.12%
SUSPICIOUS PERSON	45	2.72%
SUSPICIOUS VEH OCCUP	49	2.96%
SUSPICIOUS VEH UNOCCUP	39	2.36%
TRAFFIC OTHER	3	0.18%
TRAFFIC STOP	167	10.09%
TRESPASS	23	1.39%
UNAUTHORIZED USE OF CONVEYANCE	1	0.06%
VERBAL ARGUMENT	5	0.30%
Total Records For MOUNT HOLLY POLICE	1655	Dept Calls/Total Calls 100.00%
Total Records	1655	

Incident Disposition Totals by Offense

MOUNT HOLLY POLICE

(04/01/2022 - 04/30/2022)

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.:
11A - Rape	0	0	0	0	0	0	0	1	0	1	1	1
11D - Fondling	0	0	0	0	0	0	0	1	0	1	1	1
13A - Aggravated Assault	0	0	0	0	0	0	0	1	0	1	1	1
13B - Simple Assault	0	1	0	1	0	0	0	2	0	3	3	2
220 - Burglary/Breaking & Entering	0	1	0	1	0	0	0	6	0	7	7	6
23C - Shoplifting	0	1	0	0	0	0	0	2	0	2	2	1
23D - Theft From Building	0	0	0	0	0	0	0	4	0	4	4	4
23F - Theft From Motor Vehicle	0	0	0	0	0	0	0	4	0	4	4	3
23G - Theft of Motor Vehicle Parts or Accessories	0	1	0	0	0	0	0	2	0	2	2	1
23H - All Other Larceny	0	1	0	0	0	0	0	6	1	6	5	4
240 - Motor Vehicle Theft	0	0	0	0	0	0	0	2	0	2	2	2
26B - Credit Card/Automatic Teller Machine Fraud	0	0	0	0	0	0	0	1	0	1	1	1
26F - Identity Theft	1	0	0	0	0	0	0	2	0	2	2	1
270 - Embezzlement	0	0	0	0	0	0	0	1	0	1	1	1
290 - Destruction/Damage/Vandalism of Property	0	0	0	0	0	0	0	2	0	2	2	2
35A - Drug/Narcotic Violations	2	1	0	0	0	0	0	3	0	3	3	0
35B - Drug Equipment Violations	1	1	0	1	0	0	0	1	0	2	2	0
720 - Animal Cruelty	0	1	0	0	0	0	0	1	0	1	1	0
90C - Disorderly Conduct	0	0	0	0	0	0	0	1	0	1	1	1
90D - Driving Under the Influence	6	0	0	0	0	0	0	6	0	6	6	0
90F - Family Offenses, Nonviolent	1	1	0	0	0	0	0	2	0	2	2	0
90J - Trespass of Real Property	1	0	0	0	0	0	0	2	0	2	2	1

Incident Disposition Totals by Offense

MOUNT HOLLY POLICE

(04/01/2022 - 04/30/2022)

Offense:	Closed By Arrest:	Closed/Oth. Means:	Death of Offender:	Prosecut. Declined:	Cust. Oth. Jurisdic.:	Vic. Ref. Cooper.:	Juv. No Custody:	Not Applic.:	Unfound.:	Reported:	Actual:	Further Invest.:
90Z - All Other Offenses	9	1	0	0	0	0	0	12	0	12	12	2
90Z.01 - Traffic Violations	2	6	0	1	0	0	0	7	0	8	8	0
90Z.02 - Open Container	1	0	0	0	0	0	0	1	0	1	1	0
90Z.03 - Court Violations	2	0	0	0	0	0	0	2	0	2	2	0
90Z.05 - Found Property	1	2	0	0	0	0	0	3	0	3	3	0
90Z.06 - Involuntary Commitment	4	0	0	0	0	0	0	4	0	4	4	0
90Z.10 - Missing Person	0	1	0	0	0	0	0	1	0	1	1	0
90Z.11 - Call For Service	1	3	0	2	0	0	0	4	0	6	6	2
90Z.13 - B&E to Motor Vehicle	0	1	0	0	0	0	0	4	0	4	4	3
90Z.14 - Larceny after B&E	0	1	0	1	0	0	0	0	0	1	1	0
90Z.15 - Damage to Property <\$500.00	0	2	0	0	0	0	0	9	0	9	9	7
Totals:	32	26	0	7	0	0	0	100	1	107	106	47

PUBLIC WORKS REPORT

	APRIL	2022	2021	2020
<u>Water</u>				
Daily Average (mgd)		2.839	2.575	2.744
Daily Maximum (mgd)		3.613	3.390	3.463
Daily Minimum (mgd)		2.551	2.244	2.412
Monthly Total (mg)		85.193	77.263	82.332
Customers				
Inside City Limits		7092	6781	6524
Outside City Limits		508	494	490
TOTAL		7600	7275	7014
<u>Wastewater</u>				
Daily Average (mgd)		2.668	2.291	2.160
Daily Maximum (mgd)		3.717	2.753	3.815
Daily Minimum (mgd)		2.062	1.329	1.006
Monthly Total Flow (mg)		80.045	68.717	64.805
American & Efird Total Flow (mg)		15.260	19.536	8.817
Customers				
Inside City Limits		6609	6341	6118
Outside City Limits		57	52	54
TOTAL		6666	6393	6172
<u>Sanitation</u>				
Number of Customers				
Residential		6135	5889	5666
Commercial / Industrial		149	154	151
Recycling		6244	5955	5755
Garbage Collected (tons)		616.18	632.04	640.51
General Yardwaste (tons)		70.41	91.86	106.01
Chipping (tons)		0.00	0.00	0.00
Leaves (tons)		0.00	0.00	0.00
Total Yardwaste (tons)		70.41	91.86	106.01
White Goods (tons)		0.00	0.00	0.00
Recycling (tons)	NA	NA	NA	NA