March 28, 2022
Council Work Session Meeting

Mayor Bryan Hough
Mayor Pro-Tem Phyllis Harris
Councilman Ivory Craig
Councilman Charles McCorkle
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 WORK SESSION
Location: Council Chambers

March 28, 2022
6:30 P.M.
CALL TO ORDER BY THE MAYOR

INVOCATION

SET THE AGENDA

CONSENT AGENDA

1. Approval of Budget Amendment
    a. Parks and Recreation—improvements to Glendale/Hawthorne Property
2. Approval of the 2021-2022 Audit Contract
3. Approval of Parking Lot easement for 131 South Main Street
4. Approval to submit for the "Kubota Hometown Proud Grant"
5. Approval to submit for the Firehouse Subs Public Safety Foundation grant
6. Approval of Minutes from the March 14, 2022 Council Meeting Minutes

AGENDA

1. Presentation of the Communications Plan *Miles Braswell, City Manager; Mary Blomquist, For the Love of Technology*

CLOSED SESSION

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

ADJOURN

City of Mount Holly
Action Agenda Item

To: Mayor and City Council	**Date: 3-23-22**
From: Mark Jusko	**Meeting Date:** 3-28-22

Agenda Item to be considered: Approval of budget amendment for improvements to Glendale/Hawthorne property.

Will this require a public hearing? ☐ YES X NO

Background/Purpose of Request

These improvements for the Glendale/Hawthorne property (Ransom Hunter site) are not currently budgeted in the 21-22 Parks & Recreation budget. The requested budget amendment amount is $18,200 from fund balance to maintenance repair of buildings and grounds.. Treescape Inc. will be doing the work. The work will include clearing out undergrowth, removal of dead trees, and raising limbs as needed. The removed items will be mulched up and left on the property. This also includes spraying of ivy on site. City Crews are not able to do this work, because of the man hours needed.

Fiscal Impact:

Will Item affect current budget	X YES	NO	☐ N/A
Reviewed by Finance Director	X YES	NO	☐ N/A
Preaudit Certification required	☐ YES	X NO	☐ N/A
Capital Project Ordinance required	☐ YES	X NO	☐ N/A
Budget Transfer required	X YES	NO	☐ N/A
Total City Dollars:	$ 18,200		
Budget Code			
Reviewed by City Attorney	☐ YES	X☐ NO	☐ N/A

Manager/Staff Recommendation: ***Recommended for approval***

Result of City Council Decision:

Attachments:

Budget amendment form and quote from Treescape Inc.

CITY OF MOUNT HOLLY
FY 21-22 Budget Amendment

Account Number	Description	Account Debit	Account Credit
10-81-6130-351	M&R Buildings and Grounds	$18,200.00	
10-10-3991-000	Appropriated Fund Balance		$ 18,200.00
	TOTAL	$18,200.00	$ 18,200.00

Date Submitted:	23-Mar-22
Finance Officer:	
City Manager:	

Department Comments:

Amendment to allocate Fund Balance for Maintenance repair buildings and grounds

Unassigned Fund Balance after Budget Amendment Approval: 6,203,071

% of Budget after Budget Amendment Approval: 42.410829%

TREESCAPE INC.
606 LINWOOD ROAD
GASTONIA NC 28052

Estimate

Date	Estimate #
3/14/2022	4418

The City of Mount Holly
Parks and Recreation
PO Box 406
Mt Holly NC 28120

WWW.TREESCAPEONLINE.COM

24 Hour Emergency Service

Customer #	704-616-1020

REP	TLP

Description	Total
Clear out undergrowth, remove dead trees and raise limbs as needed on vacant lot @ corner of W. Glendale & S. Hawthorne Leave mulch on lot Cost	15,650.00
Spray Ivy as needed / each application	2,550.00

SIGNATURE ______________________

Thank You for allowing Treescape, Inc. the opportunity to estimate your tree care needs!

Total $18,200.00

Office Number	704-867-4100	E-mail
Fax Number	704-867-4063	TREESCAPE@BELLSOUTH.NET

A fee of 3.5% will be added for Credit Card Payments

City of Mount Holly
Action Agenda Item

To:	Mayor and City Council	**Date:**	March 23, 2022
From:	Michelle Wood	**Meeting Date:**	March 28, 2022

Agenda Item to be considered: 2021-2022 Martin Starnes Audit Contract

Will this require a public hearing? ☐ YES ☒ NO

Background/Purpose of Request:

Approve Audit Contract

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: $48,500			
Budget Code: 10-00-4120-199 & 62-91-7110-199			
Reviewed by City Attorney	☐ YES	☒ NO	☐ N/A

Manager/Staff Recommendation:

Result of City Council Decision:______

Attachments:

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

March 7, 2022

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

You have requested that we audit the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Mount Holly, NC, as of June 30, 2022, and for the year then ended, and the related notes, which collectively comprise the City of Mount Holly's basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

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

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

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

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

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

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

Auditor Responsibilities

We will conduct our audit in accordance with U.S. GAAS and in accordance with *Government Auditing Standards*. As part of an audit in accordance with GAAS and in accordance with *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of Mount Holly's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and in accordance with *Government Auditing Standards*.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

Compliance with Laws and Regulations

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

Management's Responsibilities

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

1. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;
3. To provide us with:
   a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements, such as records, documentation, and other matters;
   b. Additional information that we may request from management for the purpose of the audit;
   c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
   d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report (if applicable); and
   e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report (if applicable).
4. For including the auditor's report in any document containing basic financial statements that indicates that such financial statements have been audited by us;
5. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
6. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year or period(s) under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole;
7. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work (if applicable);
8. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets.

9. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant roles in internal control and others where fraud could have a material effect on the financials; and
10. For the accuracy and completeness of all information provided.

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

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

Nonattest Services

We will perform the following nonattest services:

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

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

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

Our responsibilities and limitations of the nonattest services are as follows:

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

Reporting

We will issue a written report upon completion of our audit of the City of Mount Holly's basic financial statements. Our report will be addressed to the governing body of the City of Mount Holly. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

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

Other

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

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

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

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

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

Provisions of Engagement Administration and Fees

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

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

Our fees for these services are as follows:

Audit Fee	$	39,400
Financial Statement Drafting		5,600
Single Audit Fees (if applicable - up to 3 programs)		3,500
Other Non-Attest Services		-
	$	48,500

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

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

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

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

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

Changing Laws and Regulations

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

Incorrect Accounting Methods or Errors in Client Records

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

Failure to Prepare for the Engagement

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

Starting and Stopping Our Work

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

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

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

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

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

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

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

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

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

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

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

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

Respectfully,

Martin Starnes & Associates, CPAs, P.A.

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

RESPONSE:

This letter correctly sets forth our understanding.

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

Signature: ____________________

Title: ____________________

Date: ____________________

CONTRACT TO AUDIT ACCOUNTS

The	Governing Board City Council
of	Primary Government Unit City of Mount Holly, NC
and	Discretely Presented Component Unit (DPCU) (if applicable) Mount Holly Tourism Development Authority

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

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

Hereinafter referred to as Auditor

	Fiscal Year Ending	Audit Report Due Date
for	06/30/22	10/31/22

Must be within four months of FYE

hereby agree as follows:

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

2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if the Governmental Unit expended $100,000 or more in combined Federal and State financial assistance during the reporting period. The auditor shall perform a Single Audit if required by Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) or the State Single Audit Implementation Act. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

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

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

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

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

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

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

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

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

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

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

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

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

a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
b) the status of the prior year audit findings;
c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification).

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

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

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

FEES FOR AUDIT SERVICES

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

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

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

Name:	*Title and Unit / Company:*	*Email Address:*
Michelle Wood	Finance Director, City of Mount Holly	michelle.wood@mtholly.us

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

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

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

PRIMARY GOVERNMENT FEES

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

DPCU FEES (if applicable)

Discretely Presented Component Unit	Mount Holly Tourism Development Authority
Audit Fee	$ Included in City's audit fees
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	$
Writing Financial Statements	$
All Other Non-Attest Services	$
75% Cap for Interim Invoice Approval *(not applicable to hospital contracts)*	$ 0.00

SIGNATURE PAGE

AUDIT FIRM

Audit Firm* Martin Starnes & Associates, CPAs, P.A.	
Authorized Firm Representative (typed or printed)* Amber Y. McGhinnis	Signature* Amber Y. McGhinnis
Date* 03/07/22	Email Address* amcghinnis@msa.cpa

GOVERNMENTAL UNIT

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

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

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

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

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

SIGNATURE PAGE – DPCU
(complete only if applicable)

DISCRETELY PRESENTED COMPONENT UNIT

DPCU* Mount Holly Tourism Development Authority	
Date DPCU Governing Board Approved Audit Contract* (Ref: G.S. 159-34(a) or G.S. 115C-447(a))	
DPCU Chairperson (typed or printed)* Ineke Wilson, TDA Chair	Signature*
Date*	Email Address* ineke@gmail.com

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

DPCU – PRE-AUDIT CERTIFICATE

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

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

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

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

PRINT

KWH **Koonce, Wooten & Haywood, LLP**
CERTIFIED PUBLIC ACCOUNTANTS

Report on the Firm's System of Quality Control

To the Shareholders of Martin Starnes & Associates, CPAs, P.A. and the
Peer Review Committee, Coastal Peer Review, Inc.

We have reviewed the system of quality control for the accounting and auditing practice of Martin Starnes & Associates, CPAs, P.A. (the firm) in effect for the year ended December 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

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

Firm's Responsibility

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

Peer Reviewer's Responsibility

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

Required Selections and Considerations

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

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

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Martin Starnes & Associates, CPAs, P.A. in effect for the year ended December 31, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Martin Starnes & Associates, CPAs, P.A. has received a peer review rating of pass.

Koonce, Wooten + Haywood, LLP

Koonce, Wooten & Haywood, LLP

May 4, 2021

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

919 782 9265
919 783 8937 FAX

Durham
3600 Westgate Drive
Suite 203
Durham, North Carolina 27707

919 354 2584
919 489 8183 FAX

Pittsboro
579 West Street
Post Office Box 1399
Pittsboro, North Carolina 27312

919 542 6000
919 542 5764 FAX

Smithfield
212 East Church Street
Post Office Box 2348
Smithfield, North Carolina 27577

919 934 1121
919 934 1217 FAX

MEMORANDUM

TO: Mayor and City Council, City of Mount Holly

FROM: Marie M. Anders, City Attorney

RE: 131 S. Main St. parking lot easement agreement

DATE: March 23, 2022

At the January 10, 2022, regular Council meeting, the City Council adopted a resolution authorizing the upset bid process in response to an offer to purchase 129 S. Main St. (the annex building) from RTR Property Management, LLC ("RTR"). The offer was not upset and the City entered into the sales contract effective on January 26, 2022.

One of the contingencies of the sales contract is that the City and the buyer work together to negotiate and agree upon a final parking lot and dumpster easement over the parking lot behind 129 S. Main St., and also other adjacent property owned by the principal of the buyer, 121-127 S. Main St., providing the City with a minimum of 10,000 square feet of parking lot and a dumpster pad in the downtown. During negotiations of this parking lot easement, Miles Braswell and City staff have worked together with Billy Rick, the owner of RTR, on a layout. City staff would prefer for the location of the dumpster pad to be on the City's former municipal building property located at 131 S. Main St., which is adjacent to 121-129 S. Main St. Mr. Rick is getting quotes on paving 131 S. Main St. as well as 121-129 S. Main St., and asked Mr. Braswell if he could pave the City's property at 131 S. Main St. at the same time as 121-129 S. Main St. if the quotes come in within his budget.

Historically, the City has allowed the general public to drive across its property at 131 S. Main St. from Municipal Lane to the rear of 121-129 S. Main St. and also allowed the general public to park in the existing parking lot to the rear of 131 S. Main St. If Mr. Rick paves and stripes 131 S. Main St. together with 121-129 S. Main St., there is an opportunity to have a public parking lot with more total spaces and a comprehensive plan for driveways and parking. Therefore, I have drafted a proposed parking lot agreement meeting the requirements of the sales contract for 129 S. Main St. in which the City would also grant an easement across its retained property at 131 S. Main St.

Per NCGS 160A-273, the City has the authority to grant easements across any City property. The proposed parking lot easement agreement grants an easement to the public across the parking lot to the rear of 131 S. Main St. and states that Mr. Rick has permission (but is not required) to pave and stripe 131 S. Main St. Mr. Rick is granting an easement to the public across the parking lot to the rear of 121-129 S. Main St. as shown on the attached survey. He is required to pave and stripe 121-129 S. Main St. and required to construct a dumpster pad. The parking spaces on 121-131 S. Main St. will be for the use of the general public on a first come, first serve basis. After Mr. Rick makes these improvements, the City will be responsible to maintain the parking lot from 121-129 S. Main St. and the parking lot at 131 S. Main St. as well as the dumpster pad. The City will own the dumpsters and they will be available for the use of the owners and tenants of 121-131 S. Main St., subject to the City's collection policies and fees, but the dumpsters will not be for the use of the general public. If the City Council approves this parking lot easement agreement, then it will be signed at the closing of 129 S. Main St.

Drawn By and Return to After Recording: Marie M. Anders, Michael, Elting, & Anders, PLLC, 124 W. Catawba Avenue, Mount Holly, NC 28120

NORTH CAROLINA
GASTON COUNTY

SOUTH MAIN STREET PARKING LOT
EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT made and entered into this _____ day of __________________, 2022, by and among RTR Property Management, LLC, a North Carolina limited liability company, hereinafter "RTR"; Billy J. Rick and wife, Anna W. Rick, citizens and residents of Gaston County, North Carolina, hereinafter "Rick"; and the City of Mount Holly, North Carolina, a North Carolina municipal corporation, hereinafter "City;" collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, RTR is the current owner of a certain parcel of land (hereinafter "RTR Parcel") described in Deed Book _______ at Page _______ in the Gaston County Registry and being further described as Gaston County Tax PID 123810, located at 129 S. Main Street, Mount Holly, NC 28120; and,

WHEREAS, Rick is the current owner of certain parcels of land (hereinafter "Rick Parcel") described in Deed Book 4712 at Page 1219 and Deed Book 4580 at Page 55 in the Gaston County Registry and being further described as Gaston County Tax PIDs 123812 and 123825, located at 121, 123, 125, & 127 S. Main Street, Mount Holly, NC 28120; and,

WHEREAS, City is the current owner of a certain parcel of land (hereinafter "City Parcel") described in Deed Book 958 at Page 614 in the Gaston County Registry and being further described as Gaston County Tax PID 123809, and 131 S. Main Street, Mount Holly, NC 28120; and,

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the Parties hereby establish a perpetual, non-exclusive parking and access easement to be used in common by the Parties herein, their heirs, successors, and assigns, serving RTR Parcel, Rick

Parcel, and City Parcel, as well as the general public. Said easement areas on RTR Parcel and Rick Parcel (hereinafter "RTR and Rick Easement Areas") as shown on an unrecorded survey for City of Mount Holly by Michael L. Cloninger, PLS, dated February 20, 2022, and revised March 16, 2022, marked as Exhibit "A" and attached hereto and incorporated herein by reference. Said easement areas on City Parcel ("City Easement Area") being the approximately 41.63 foot by 121.98 foot existing parking lot area running from the eastern wall of the existing brick building located on the City Parcel to the eastern boundary of the City Parcel.

AS PART OF THE CONSIDERATION for this Agreement, the Parties agree as follows:

1. RTR shall asphalt the RTR and Rick Easement Areas in a workmanlike manner at RTR's cost. Either party may asphalt the City Easement Area in a workmanlike manner.

2. RTR shall stripe parking spaces and designate joint driveways within the RTR and Rick Easement Areas in a workmanlike manner at locations reasonably acceptable to the Parties at RTR's cost. Either party may stripe parking spaces and designate joint driveways within the City Easement Area in a workmanlike manner at locations reasonably acceptable to the Parties. The Parties agree that the current and resulting parking spaces are for the use of RTR Parcel, Rick Parcel, and City Parcel and the general public on a first come, first serve basis. The Parties further agree that the current and resulting joint driveways are to provide access to the parking spaces for the use of RTR Parcel, Rick Parcel, and City Parcel and the general public on a first come, first serve basis. After RTR's completion of asphalt and striping on the RTR and Rick Easement Areas, City shall maintain the parking lots and joint driveways within the RTR and Rick Easement Areas and City Easement Area.

3. RTR shall construct a dumpster pad and screening enclosure (hereinafter "Dumpster Pad") in a workmanlike manner on the City Parcel at a location to be determined by City, to be approximately 16 by 20 feet and approximately 7 feet high at RTR's cost. The Dumpster Pad is for the sole use of the owners and tenants of RTR Parcel, Rick Parcel, and City Parcel. After completion, City shall own and maintain the Dumpster Pad and dumpsters. The use of the dumpsters shall be subject to the City's collection policies and fees as amended from time to time. The owners of RTR Parcel and the owners of Rick Parcel do hereby indemnify and save City harmless from any injury or damage to property or persons caused by the owners of RTR Parcel and the owners of Rick Parcel, their employees, tenants, or contractors, relating to the construction of the Dumpster Pad.

4. The Parties shall not obstruct or hinder the public use of the joint driveway, parking spaces, or use of the dumpster pad.

TO HAVE AND TO HOLD the easements herein granted to the general public and the Parties herein and their successors in title forever, the Parties agreeing the rights and easements herein granted are for the common use of the general public, and are appurtenant to and run with the RTR Parcel, Rick Parcel, and City Parcel.

IN WITNESS WHEREOF, said Parties have hereunto set their hands and seals the day and year hereinabove first written.

The City of Mount Holly

By: ______________________________(SEAL)
Bryan M. Hough, Mayor

ATTEST:

____
Amy Miller, City Clerk

RTR Property Management, LLC

By: ___________________________(SEAL)
Name:
Title:

___________________________(SEAL)
Billy J. Rick

___________________________(SEAL)
Anna W. Rick

STATE OF NORTH CAROLINA
COUNTY OF GASTON

NOTARY ACKNOWLEDGMENT

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

____
Notary Public
My commission expires: _______________

STATE OF __________________
COUNTY OF _________________

NOTARY ACKNOWLEDGMENT

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 Member/Manager of RTR Property Management, LLC, a North Carolina limited liability company, and that by authority duly given and as the act of the Company, the foregoing instrument was signed in its name by him/her on behalf of the said Company. Witness my hand and notarial seal, this _______ day of __________, 2022.

____
Notary Public
My commission expires: _______________

STATE OF ____________________
COUNTY OF ____________________

NOTARY ACKNOWLEDGMENT

I, __________________________, a Notary Public in and for ___________ County and aid State, do hereby certify that Billy J. Rick and Anna W. Rick personally appeared before me this day and duly acknowledged the execution of the foregoing instrument for the purposes therein expressed. Witness my hand and notarial seal, this _____day of _______________, 2022.

____
Notary Public
My commission expires: ______________

STATE OF NORTH CAROLINA
GASTON COUNTY

EXHIBIT "A"

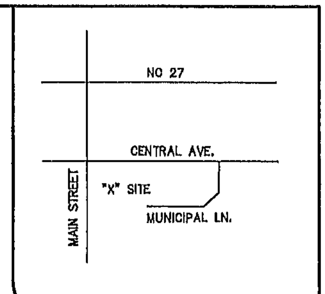
I certify that this map was drawn from an actual survey made under my supervision.
The unadjusted error of closure as calculated is 1: 10,000+
Boundaries not surveyed, if any, are noted. Deed descriptions are recorded in Book AS, Page SHOWN

Witness my hand and seal this 20 day of FEBRUARY 20 22

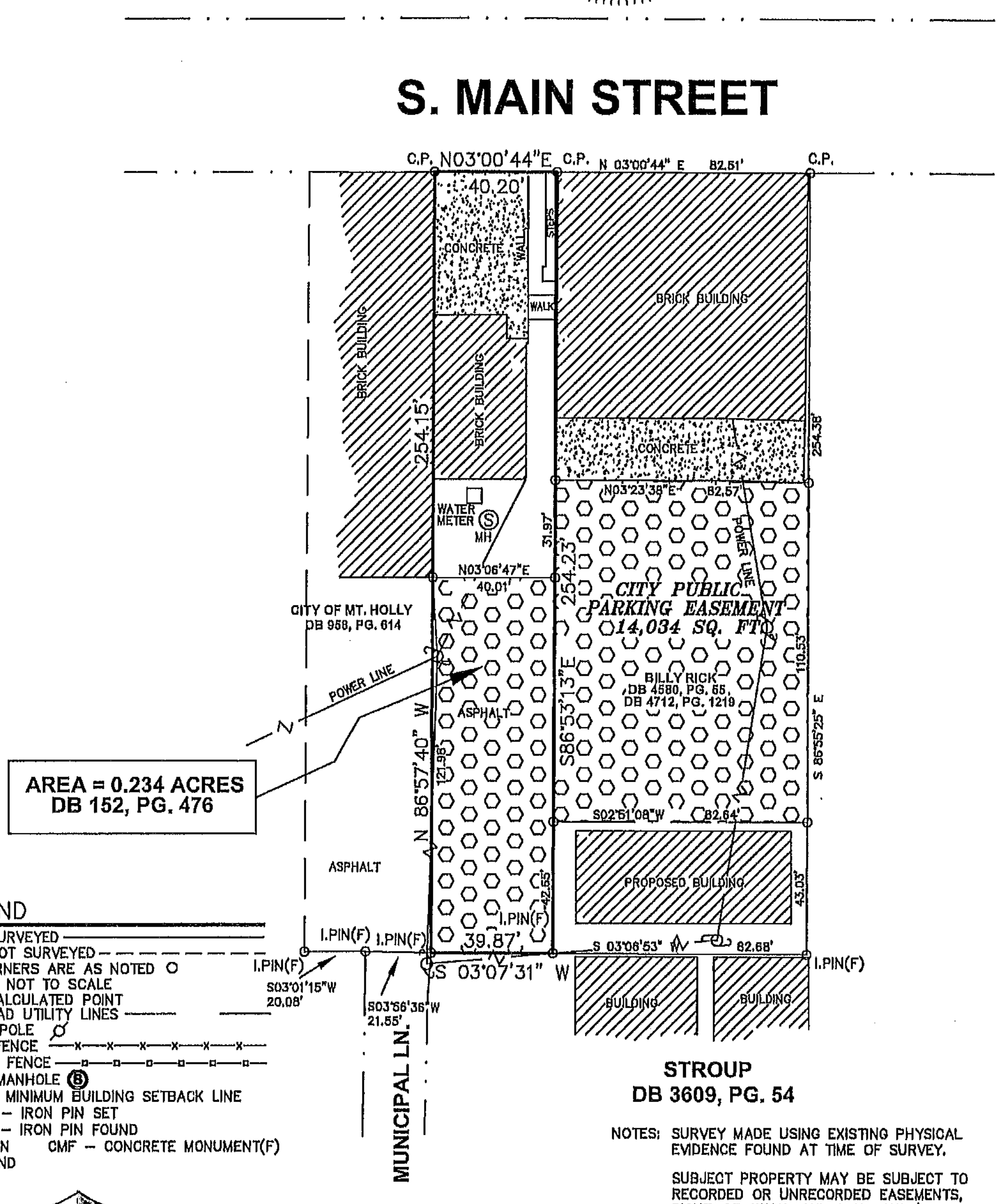
Professional Land Surveyor

PROFESSIONAL LAND SURVEYOR L-3100 MICHAEL L. CLONINGER

DB 4580, PG. 65



LOCATION MAP – NOT TO SCALE



LEGEND

LINES SURVEYED
LINES NOT SURVEYED
ALL CORNERS ARE AS NOTED ○
N.T.S. NOT TO SCALE
C.P. CALCULATED POINT
OVERHEAD UTILITY LINES
UTILITY POLE
METAL FENCE
WOODEN FENCE
SEWER MANHOLE
MBSL – MINIMUM BUILDING SETBACK LINE
I.PIN(S) – IRON PIN SET
I.PIN(F) – IRON PIN FOUND
I. – IRON CMF – CONCRETE MONUMENT(F)
(F) FOUND
(S) SET

STROUP
DB 3609, PG. 54

NOTES: SURVEY MADE USING EXISTING PHYSICAL EVIDENCE FOUND AT TIME OF SURVEY.

SUBJECT PROPERTY MAY BE SUBJECT TO RECORDED OR UNRECORDED EASEMENTS, RIGHT-OF-WAYS, SETBACKS AND/OR RESTRICTIVE COVENANTS NOT SHOWN HEREON.

SURVEYING CLONINGER MAPPING

GRAPHIC SCALE
50 25 0 50 100
SCALE IN FEET

CLONINGER SURVEYING & MAPPING, PLLC
201 W. 2nd AVENUE, SUITE C
GASTONIA, NC 28052
704.864.9007
LICENSE P-2326

PHYSICAL SURVEY
OF
129 S. MAIN STREET

REVISED: MARCH 18, 2022

SCALE: 1" = 50'
CITY OF MT. HOLLY – GASTON COUNTY, NC
DATE: FEBRUARY 20, 2022
PARKNG EASEMENT ADDED MARCH 16, 2022

PROPERTY TO BE ACQUIRED BY:

MAP RECORDED IN BOOK AT PAGE
DEED RECORDED IN BOOK 152 PAGE 476
CADD # 7930RICK
WORK ORDER # 1523
DRAWN BY: MLC
TAX ID NO. 123810

City of Mount Holly
Action Agenda Item

To: Mayor and City Council	**Date: 3-22-22**
From: Mark Jusko	**Meeting Date:** 3-28-22

Agenda Item to be considered: Approval to submit for the Kubota Hometown Proud Grant.

Will this require a public hearing? ☐ YES X NO

Background/Purpose of Request Kubota is soliciting submittals for its Hometown Proud Grant Program. Staff would like to apply for this grant to help in the renovation of the city property located at the corner of Glendale and Hawthorne (Ransom Hunter property). The renovation work may include sidewalk, walking trail, and educational signage/monument. This is a no-match grant opportunity. The deadline to apply is Friday April 15, with the winners announced in July. The grant offers $100,000 to 5 projects across the country, if we are selected as one of the top 5, then we have an opportunity for another $100,000 through an online community choice award.

Fiscal Impact:

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

Manager/Staff Recommendation: ***Recommended for approval***

Result of City Council Decision:

Attachments:

Kubota Hometown Proud Grant Program information sheet

Kubota

Submit YOUR Community Project for Kubota's

HOMETOWN PROUD

Grant Program

FIVE Deserving Communities Will Receive $100,000 plus the Chance for a Second
Kubota Community Choice Award Grant in Celebration of Kubota's 50th Anniversary

Visit KubotaHometownProud.com between now and April 15, 2022 to apply.

Your community. Your vision. Our mission is to help you build it.

In celebration of Kubota's 50th Anniversary and in the spirit of *Together We Do More*, we want the chance to shine a spotlight on your town in our efforts to revitalize or renovate FIVE deserving projects. New this year, Kubota will choose five grant winners to win $100,000 each. Then, from those winners, the public will choose their favorite for the Kubota Community Choice Award to receive an additional $100,000.

The entries can be submitted by any 501(c)(3) nonprofit organization or municipality and each application can be as diverse and imaginative as your community itself!

HERE'S HOW TO APPLY:

STEP 1:
Visit KubotaHometownProud.com between now and April 15, 2022

STEP 2:
Fill ~~out the~~ easy, online application form to tell us about your community project in need

STEP 3:
Upload project photos and organization information

That's it! Five winners will be announced in July.

Then, on July 13, the public is invited to cast a vote for one of the five winning projects for the Kubota Community Choice Award – an additional $100,000. That's right, $200,000 is at stake for one lucky community! And, every vote cast serves as an entry into a sweepstakes to win Kubota equipment. The community project with the most votes and the sweepstakes winner will be announced on August 1, 2022.

FAQ:

How does the grant application process work?

From now until **April 15, 2022**, communities across the country are invited to submit a Kubota Hometown Proud grant application for a chance to fund a local revitalization project. To be considered, all grant submissions must be entered by a 501(c)(3) nonprofit status organization or a city, town, or other municipality. The project must be within a 50-mile radius of an authorized Kubota dealer to qualify.

What are the judging criteria for the program?

Once nonprofit or municipality status is verified, along with the location of the proposed community project, all qualifying entries will be reviewed by a panel of judges. The panel will arrive at a total of five (5) winners using the following criteria to score each application:

- ✓ The application clearly demonstrates the community's need for the revitalization project. **(0-50 points)**
- ✓ The application states how the community will benefit long-term from the completion of the project. **(0-25 points)**
- ✓ Identifies justified need and specifies the type of Kubota equipment that will be used during the renovation project. **(0-25 points)**

How are the finalist projects reviewed?

The five winners will be featured on the **KubotaHometownProud.com** website in July 2022 for *public* vote. The community project with the most votes will be announced as the Kubota Community Choice Award winner in August 2022.

What do the winning communities receive?

The five community project winners will receive $100,000, and one of those five will receive a second $100,000 Kubota Community Choice Award based on which winning project receives the most votes in the public voting phase in July.

For more information:
hometownproud@kubota.com | (916) 492-5331

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.
Open to legal residents of the 50 United States (D.C.) 18 years of age and older. Void where prohibited. Sweepstakes begins 3/7/22 and ends 8/1/22. For Official Rules, prize descriptions and odds disclosure, visit KubotaHometownProud.com Sponsor: Kubota Tractor Corporation,1000 Kubota Drive, Grapevine, TX 76051

City of Mount Holly
Action Agenda Item

To:	Mayor and City Council Ryan Baker, Fire Chief	**Date:** **Meeting Date:**	March 22, 2022 March 28, 2022

Agenda Item to be considered:

Approval to submit for Fire House Subs Grant

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

Background/Purpose of Request:

Following the City's Grant Policy, the Fire Department asks for permission to apply for the Fire House Subs Grant. The submission deadline for this grant is April 8, 2022. We will be applying for the funds to purchase four sets of turnout gear totaling $24,446.56. The grant is a non-matching grant with no financial obligation from the City.

Fiscal Impact:

Will Item affect the current budget?	☐ YES	☒ NO	☐ N/A
Reviewed by Finance Director	☒ YES	☐ NO	☐ N/A
Pre-audit Certification required	☐ YES	☒ NO	☐ N/A
Capital Project Ordinance required	☐ YES	☒ NO	☐ N/A
Budget Transfer required	☐ YES	☒ NO	☐ N/A
Total City Dollars:	0		
Budget Code			
Reviewed by City Attorney	☐ YES	☒ NO	☐ N/A

Manager/Staff Recommendation:

Result of City Council Decision:

Attachments: Copy of the grant information and gear quote.

The Portal is Closed Until 4/7/2022

GRANT APPLICATION FAQs

START AN APPLICATION

SIGN IN

Frequently Asked Questions & Tips

STOP HERE & PRINT THIS PAGE. You will not be able to return to this page.

A maximum of 600 applications are accepted on a quarterly basis. Please do not contact area restaurants or Firehouse Subs Care center with grants questions.

What does the Firehouse Subs Public Safety Foundation support?

Our Mission is to impact the lifesaving capabilities, and the lives of local heroes and their communities by providing lifesaving equipment and prevention education tools to first responders, non-profits and public safety organizations. All requests must fall within our funding guidelines via **firehousesubsfoundation.org/about-us/funding-areas**.

Are there items that your Foundation does not support?

All requests must fall within our funding guidelines found on our website via **firehousesubsfoundation.org/about-us/funding-areas**. Examples of items that are not supported by our board of directors include:

- body cameras
- building exhaust removal systems
- crash data boxes
- dash cams
- drones and drone accessories
- exercise equipment
- guns/firearms/use of force equipment, riot gear, laser pointers (designators) & tasers
- inflatable bounce houses
- license plate readers
- Narcan & TruNar analyzers
- Cardiac Science Powerheart G3 AEDs & Philips FR3 AEDs
- Polar Breeze thermal rehabilitation systems
- portable message signs
- power load stretchers
- promotional items including apparel, costumes & Pluggie the fire plug/Sparky the Fire Dog robots
- radar detectors
- recording devices
- refurbished equipment
- security systems & surveillance equipment
- stop sticks

- throw bots
- traffic road barriers

Who can apply for this grant?

Fire Departments, law enforcement, EMS, municipal & state organizations, public safety organizations, non-profits and schools are encouraged to apply for lifesaving equipment.

If my organization has received a grant award from Firehouse Subs Public Safety Foundation in the past, when can we reapply?

We ask that grant recipients wait a minimum of two years from the date of approval before reapplying.

Does the Foundation provide reimbursements for purchased equipment?

No. If your organization has already purchased the equipment and is seeking reimbursement, please do not apply.

What are the most common reasons a grant application is marked incomplete?

- Quote is missing the required contact information and/or is not itemized
- Financials are outdated and/or do not include both revenues and expenses
- Alternate contact information is the same contact information as the main contact information
- The name of the organization is missing on the inventory and/or financials
- W9 form is missing the required information

Can my organization submit multiple grant applications?

The Foundation does not accept more than one grant request per organization each quarter. If your organization receives a grant, please wait a minimum of two years from the date of approval to apply again.

Is the Firehouse Subs Public Safety Foundation grant a matching grant?

There are no matching funds involved in our organization's grants program.

If my request is more or less than $20,000 will it be considered?

$15,000-$25,000 is a guideline. Requests exceeding $50,000 will be denied.

What financial information should we provide?

Financials must show revenue and expenses and list the name of your organization, city or county. One of the following options must be submitted:

- A recent - within one month - Balance Sheet which consists of Assets and Liabilities
- A recent - within one month - Profit & Loss Statement also called an Income Statement
- A current year annual budget showing projected income and expenses
- A previous year audit or 990

What is needed for the required vendor quote/bid attachment?

You must provide an official vendor quote with the following information for your grant request to be considered. Submitted quotes MUST meet the requirements below, please read carefully:

- Vendor sales representative first and last name must be included on quote
- Vendor email address must be included on quote
- The name & ***physical*** address of your organization must be included
- The first & last name of a contact person from your organization must be included
- Only one vendor quote can be submitted. Your application will be marked incomplete if more than one quote is submitted.
- Quote must be itemized

o Online quotes will not be accepted

o Must be dated within six months of the application deadline

o Must contain ***only*** the item(s) pertaining to your grant request

o The total dollar amount and equipment quantities in the vendor quote ***MUST MATCH*** the total that your department is requesting on the application

o Include sales tax if applicable and freight charges, if applicable. Firehouse Subs Public Safety Foundation will not be responsible for additional shipping costs or sales tax not included in the submitted quote.

o The cost of maintenance plans and extended warranties are not permissible

o Firehouse Subs Public Safety Foundation will not be responsible for restocking fees or costs related to errors within your quote

Note: When requesting a quote/bid from a vendor, please share our quote requirements and notify the vendor that you are applying for a grant from our Foundation.

What inventory information should I provide?

Equipment inventory is required for first responder organizations only. If your organization does not have apparatus, vehicles or specialized equipment, please attach a document noting that the organization does not have any applicable inventory, and include the name of your organization on the document.

For first responders: The inventory documentation must list the name of your organization. Please include a list of apparatus, vehicles and other specialized equipment, if applicable. The lists we receive vary in length depending on the size and type of organization. (For example, include items such as vehicles, extrication equipment, breathing devices, and personal protective equipment/PPE).

If my department is located more than 60 miles from a Firehouse Subs restaurant, should I still apply?

Our Foundation focuses its resources in areas served by Firehouse Subs restaurants, however, we recognize the need of rural and volunteer departments throughout the country, and will consider applications outside of the 60-mile guideline.

When can we expect to find out if our grant has been approved or denied?

Grant award notifications will be emailed to ALL applicants within two months after the grant deadline. Please do not contact the Foundation, restaurants or the Firehouse Subs Care Center with questions regarding your grant status.

Does Firehouse Subs Public Safety Foundation fund requests for "use of force"?

Firehouse Subs Public Safety Foundation does not accept grant requests for "use of force" items such as guns, tasers, riot gear, or firearm simulators.

Does the Foundation only work with specific equipment vendors?

No, the Firehouse Subs Public Safety Foundation does not endorse any specific equipment vendor or brand. Our goal is to provide the equipment that best fits the needs of our recipients, at the best possible price, to enable us to help more organizations.

Does the Foundation fund requests for refurbished equipment?

We do not accept grant requests for refurbished or pre-owned equipment.

Does the Foundation fund requests for patent-pending equipment?

We do not accept grant requests for patent-pending products.

Does the Foundation accept requests for partial funding?

We will consider requests for partial funding, however, the balance of funds must be secured and outlined within your grant request. Documentation of partial funding must be included as part of your background/history attachment.

We are unable to provide any additional assistance due to the volume of applications received daily. For technical questions, please email Foundation@FirehouseSubs.com.

Firehouse Subs Public Safety Foundation Scholarships Program FAQs

How can an individual apply for a Firehouse Subs Public Safety Foundation scholarship?

The scholarship program is open to community members as well as Firehouse Subs employees planning to enroll in a part-time or full-time firefighter, law enforcement, or emergency medical (paramedic or EMT) program at an accredited two- or four-year college, university, or vocational-technical school for the upcoming academic year. Click **here** to learn more.

How can accredited schools apply for scholarship funding?

Accredited schools can apply for scholarship funding in support of firefighter, law enforcement, or emergency medical (paramedic or EMT) programs by completing the online grant applications via grants.firehousesubs.com.

We are unable to provide any additional assistance due to the volume of applications received daily. For technical questions, please email Foundation@FirehouseSubs.com.

MUNICIPAL EMERGENCY SERVICES

6701-C Northpark Blvd
Charlotte, NC 28216

Quote

Date	03/18/2022
Quote #	QT1565202
Expires	06/13/2022
Sales Rep	Micun, Christopher A
PO #	
Shipping Method	FedEx Ground

Bill To
MOUNT HOLLY FIRE DEPT.
PO BOX 406
Mount Holly NC 28120

Ship To
MOUNT HOLLY FIRE DEPT.
433 KILLIAN AVE.
MOUNT HOLLY NC 28120
United States

Item	Alt. Item #	Units	Description	QTY	Unit Sales Pri...	Amount
HFRP Tail Coat	NCMTHO00010		NCMTHO00010 HFRP Tail Coat LTO62W3TB Tails Coat BLACK	4	2,295.00	9,180.00
Custom HFRP Pro Fit Pant	NCMTHO00011		NCMTHO00011 Custom HFRP Pro Fit Pant MPL62W3PB ProFit Pant BLACK. With Harness Connections.	4	1,615.00	6,460.00
FDXLM80-10-Med			MES/FDX LEATHER BOOT - SERIES 80 - 10 Med	4	419.00	1,676.00
M1x-G-L-76N			M1x FireFit - Gauntlet - Black/Red - Size: Large	4	75.00	300.00
HD-PLPL-SQ-Tan-1 Size-Regular			The MaskMate™ Hood with PBI/Lenzing FD-TAN	4	74.00	296.00
541NYCL 4A			Class II Harness, NYC Style, Left open, 44" to 56"	4	272.00	1,088.00

Subtotal	19,000.00
Shipping Cost (FedEx Ground)	0.00
Tax Total	1,330.00
Total	$20,330.00

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.

QT1565202

Sales Order

NEWTON'S
FIRE & SAFETY EQUIPMENT, INC.
2724 Darrell Newton Drive
Graham, NC 27253
Toll Free: **800-672-5918** Fax: (336) 578-1982
FEIN: 56-1340046 DUNS: 067217844

Date: March 21, 2022
Customer PO#: MTHOLLYQ2-032101
Purchased/Requested By: Ashton Chaney
Salesperson: Bradley Fulk
County: Gaston
Payment Terms: NET/30
FOB: Destination

BILL TO: Mt. Holly FD

SHIP TO: Mt. Holly FD
433 Killian Ave
Mt. Holly, NC 28120

Quantity	Units	Item No.	Item Description	Unit Price	Extd. Price
4	ea	STOCK N6A	Cairns N6A w/Carved Eagle and Goggles Black Large	$ 950.00	$ 3,800.00

NOTES:

		Sales Total:	$ 3,800.00
		Freight:	$ 75.00
(Gaston)	6.75%	Sales Tax:	$ 261.56
		Total:	**$ 4,136.56**

CITY OF MOUNT HOLLY
MOUNT HOLLY CITY COUNCIL MEETING
MONDAY, March 14, 2022
COUNCIL CHAMBERS
7:00 PM

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

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

Invocation
Reverend Peggy Thorns with Peggy Thorns Outreach Ministry led the Council, staff and attendees in prayer.

Pledge of Allegiance
Boy Scout Troop #56 led the Council, staff and attendees in the Pledge of Allegiance

SET THE AGENDA
Mayor Hough asked for any changes to the agenda. Councilwoman Shoemaker made the motion to approve the agenda as presented. Councilman Meadows seconded the motion. All Council Members voted in favor. (Motion carried)

CONSENT AGENDA
1. Approval of River Park Phase 6 Bond Reduction Request
2. Approval River Park Phase 7 Bond Reduction Request
3. Municipal Concurrence for Speed Limit revision on a portion of NC 273 (Beatty Dr./S. Main St.) maintained by NCDOT
4. Approval of conflict of interest waiver with Parker Poe Adams and Bernstein LLP
5. Approval of Assignment and Assumption Agreement with Penler to take over Emberglow's rights and responsibilities towards Caldwell Drive Extension.
6. Call for a 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
7. Call for a Public Hearing for Annexation and Approval of a Resolution Directing the Clerk to Investigate the Petition for Annexation for the property located at Tax Parcel #181234 (Legion Road) and Certify the Sufficiency of the Petition
8. Call for a public hearing for annexation and rezoning for the property on Legion Road
9. Call for a 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
10. Approval of Minutes of the February 14, 2022 Council Work Session Meeting
11. Approval of Minutes of the February 25, 2022 Council Retreat

Councilman Moore made a motion to approve the consent agenda. Councilwoman Pawlish seconded the motion. All Council Members present voted in favor. (Motion Carried)

PRESENTATIONS

1. Presentation of a Resolution Recognizing Charlie Sawyer for his 100th Birthday
   Mayor Hough recognized Charlie Sawyer for celebrating his 100th birthday. His daughter was present to accept the resolution on her dad's behalf.
2. Police Department Swearing In of Officers Brenna Robinson, Joe Griffin and Kyle Siek and Promotional Swearing In of Sergeant Jonathan Moore and Sergeant Thomas Bell
   Mayor Hough administered the law enforcement oath of office to Officers Robinson, Griffin and Siek. He then administered the oath to Sergeants Bell and Moore for their recent promotions to the position of sergeant.
3. Presentation of SHARP Awards
   Safety Coordinator Debbie Lowery presented the qualifications for the SHARP Award she advised that the Waste Treatment, Water Treatment, Utilities and Streets Department all met the qualifications. Mrs. Lowery introduced the Commissioner of Labor, Josh Dobson. Mr. Dobson presented the SHARP Award to each department.
4. Presentation and Consideration of the Mount Holly River Hawk Greenway Brand/Logo
   Mr. Beal recognized the Brand Committee and gave a brief description of the brand recommendation process. He introduced representatives from Destination by Design to reveal the proposed design. An explanation of the color choices was explained along with examples of promotional items. Councilwoman Shoemaker made a motion to approve the Mount Holly River Hawk Greenway Brand/Logo as presented. Councilman Craig seconded the motion. All Council members voted in favor. Motion carried.
5. Presentation of the Fire Department's Annual Report
   Chief Baker presented the Fire Departments Annual Report. He advised that the call volume jumped up 8% which is believed to be due to COVID. He advised that there were 49 actual fires last year in the City. He further reviewed total incident responses and response times. He added that each Fire Fighter trains for 2 hours each day.

PUBLIC HEARING

1. Public hearing to consider a modification to the development agreement for 725 Elm Street

Mrs. Anders that at the last meet Council agreed to call for a public hearing to modify the agreement with Old Mecklenburg Brewery (OMB). She advised that OMB will no longer construct the warehouse that was in the original agreement but will expand the other amenities which will increase the value of the project.

Councilwoman Shoemaker made a motion to consider a modification to the development agreement for 725 Elm Street. Councilman Meadows seconded the motion. All Council Members present voted in favor. (Motion Carried) With no one signed Councilman Meadows made a motion to come out of the public hearing. Councilwoman Shoemaker seconded the motion. All Council Members present voted in favor. (Motion Carried)

Councilman Meadows made a motion to approve the modification to the development agreement for 725 Elm Street. (Resolution #03142022A) Councilwoman Shoemaker seconded the motion. All Council Members voted in favor. (Motion carried)

PUBLIC COMMENT – Three (3) Minute Limit

Rodney Epps, 107 South Hawthorne Street, Mount Holly, NC 28120—Mr. Epps came before the City Council to speak on the speed limit on Hawthorne that that has been 20mph forever. He advised that some of the people in the community would like to change to 25 mph since no one pays attention to the speed limit anyway.

OLD BUSINESS

1. Consideration and Approval of a Budget Amendment for Enterprise Fund Project
   Mr. Johnson advised that he is coming before the Council seeking approval for the proposed budget amendment now instead of waiting until budget time due to the importance of the project. He advised that there are 2 parts to the budget amendment. The first being the Master Meter Replacement

Program. This would replace meters with more up to date technology and give the Finance Department the availability to turn off meters at a remote location. The second part of the budget amendment allows for the upgrades to be made to the 20 acres of property at the Legion Road site for the laydown yard and directed by the City Council. Councilwoman Shoemaker made a motion to approve the budget amendment for the Enterprise Fund Projects. Councilman Moore seconded the motion. All Council Members voted in favor. (Motion carried)

NEW BUSINESS

1. Consideration and Approval of Overhead Lighting on Highway 27

   Mr. Moss came before the City Council to present the option to consider addition decorative lighting on Highway 27. He advised that there is an estimated 21 poles and Duke Energy will do the installation. The poles would be installed at approximately 89 feet apart with LED lighting. This would cost the City an additional $89 a month. Councilman Moore made a motion to approve. Councilwoman Pawlish seconded the motion. All Council Members voted in favor. Motion carried.

2. Consideration and Approval of Public Art Projects as recommended by the Public Art Advisory Commission (PAAC)

   Mr. Beal advised that PAAC has been working very hard to coordinate the proposed public art projects. He advised that the PAAC is recommending by a unanimous decision the projects and bids be awarded as follows:

   Tuck Park Pollinator Garden-Emily Andress and Mac Fag
   Artistic Bike Racks—Jan Craft
   108 South Main Street—muralist Treazy Treaz
   500 East Central Avenue—muralist Sydney Duarte

   Councilwoman Shoemaker advised that she is very excited to see the City moving forward with the art projects and made a motion to approve the Public Art Projects as recommended by the PAAC. Mayor Pro Tem Harris seconded the motion. All Council Members voted in favor. Motion carried.

CLOSED SESSION

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

   Councilman Moore made the motion to enter into Closed Session Pursuant to N.C.G.S 143-318.11 (a)(3 and 5) at 8:35 pm. Councilwoman Pawlish seconded the motion. All Council Members present voted in favor. (Motion Carried)

   Councilwoman Pawlish made a motion to come out of closed session and back into regular session at 9:06 pm. Councilman Moore seconded the motion. All Council Members present voted in favor. (Motion carried)

   Mayor Hough advised that no action was taken during closed session.

ADJOURN

With no additional items for discussion, Mayor Hough entertained a motion to adjourn. Mayor Pro Tem Harris made the motion to adjourn the March 14, 2022 Council Meeting. Councilwoman Shoemaker seconded the motion. All Council Members present voted in favor. (Motion Carried)

The meeting adjourned at 9:08 pm.

City of Mount Holly
Informational Item

To:	Mayor and City Council	**Date:**	March 22, 2022
From:	Miles Braswell, City Manager	**Meeting Date:**	March 28, 2022

Agenda Item to be considered:

Communications Plan

Will this require a public hearing? ☐ YES ☒ NO

Background/Purpose of Request:

Through an initiative of improving external and internal communications, For the Love of Technology was contracted to work with staff on creating a Communications Plan.

The Plan highlights will be presented, along with the option for input on any recommended changes/improvements that Council would like incorporated into the Plan.

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: *No action needed, informational only.*

Result of City Council Decision: ______

Attachments: Communications Plan - Slides

Strategic Communication Policy

City of Mount Holly

The Project Process

- Employee Survey Results
- Departmental Feedback Sessions
- Major Takeaways
- Plan Creation

Employee Survey Results

- Three areas of focus:
  - Technology
  - Training
  - Communication

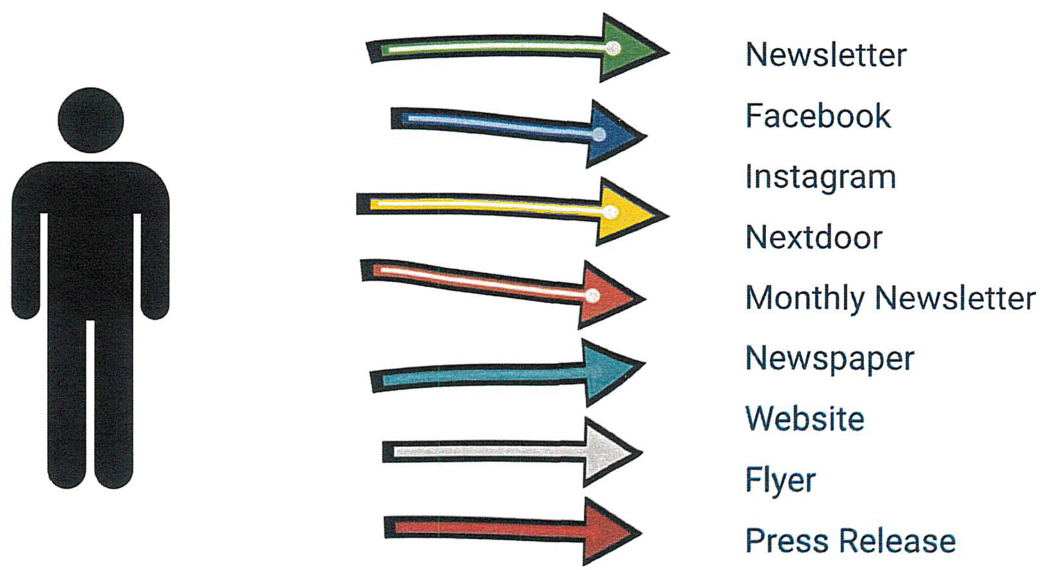
Department Feedback Session

- Met with each Department Head and designee(s)
- Determined needs - internal vs. external communication
  - Strengths
  - Areas of improvement
- Focus on department-specific communication needs

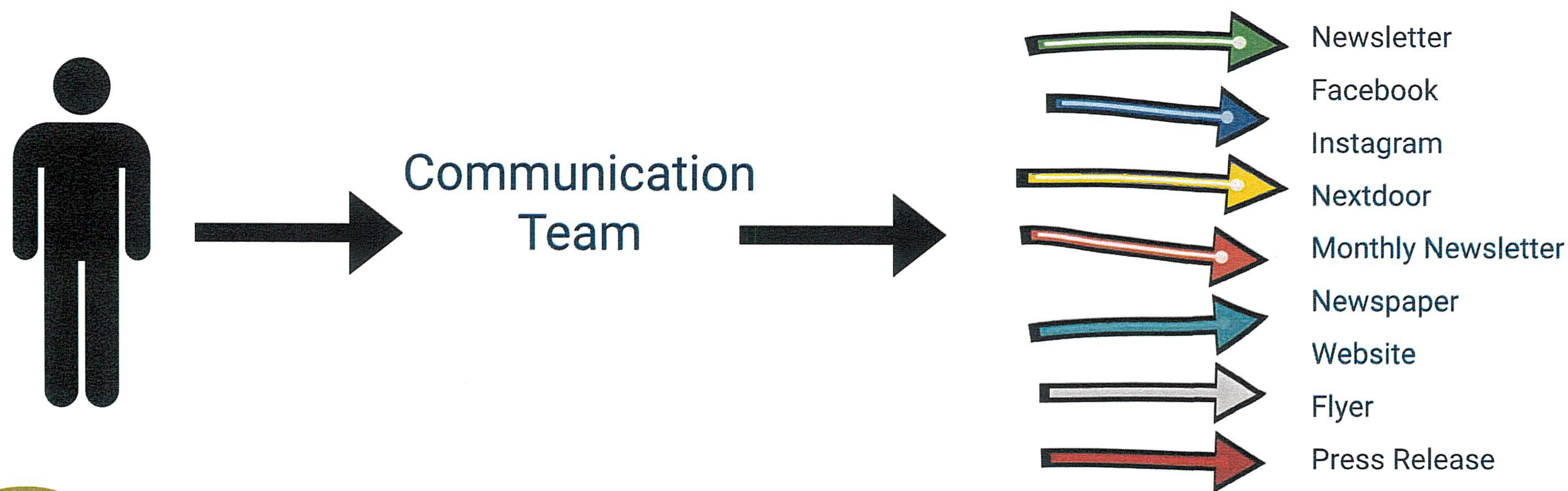
Major Takeaways

- More streamlined processes
- Opportunities to collaborate with other departments
- A polished, consistent brand
- Creation of the Communication Team

One-Point Entry (previous procedure)



One-Point Entry (updated procedure)



Policy Highlights

- New internal workflows
- External Communications
  - Elevated branding
  - A polished look and feel
- Full usage of communication vehicles