



July 12, 2021
Council Meeting

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

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



**July 12, 2021
7:00 P.M.**

CALL TO ORDER BY THE MAYOR

INVOCATION

PLEDGE OF ALLEGIANCE

SET THE AGENDA

CONSENT AGENDA

1. Approval of Budget Amendment designating ABC funds
2. Approval of Liens for Weeds and Grass
 - 102 Maple Drive
 - 200 Brookwood Road
 - 209 Howard Street
 - 211 Howard Street
3. Approval of Capital Project Ordinance for the American Rescue Plan (ARP) funds
4. Approval of River Park, Phase 7 Final Plat contingent upon an acceptable subdivision agreement, financial guarantee, and completion of greenway
5. Call for public hearing, regarding a request by Emberglow Mount Holly LLC, for a rezoning of 33.289-acres at 55 Caldwell Drive (Tax Parcel #226178), parcel #226181 and #226182 from B-3 to Conditional District Multifamily.
6. Call for public hearing, regarding a request by Faison-Green Meadows LLC, for a rezoning of 157-acres at 957 Kelly Road, Tax Parcel #210776 from Gaston County R-1 to Conditional District Single Family.
7. Call for public hearing on the Question of Annexation for Gaston County Parcel ID: 210776 (Green Meadows)
8. Call for a public hearing on the naming of the greenway
9. Call for public hearing to consider rezoning a 2.06-acre parcel, located at 725 Elm Street, Tax Parcel #123513, from Conditional District Commercial-Multifamily, approved on 1-14-19, to Conditional District Commercial.
10. Approval of Minutes of the June 14, 2021 Council Meeting
11. Approval of Minutes of the June 28, 2021 Council Work Session Meeting

PRESENTATIONS

1. Special Recognition of Willy Bert Rhyne for celebrating his 100th Birthday *Mayor Bryan Hough*

PUBLIC HEARING

1. Public Hearing on the question of the possible conveyance of the former Public Works Building located in Mount Holly at 725 Elm Street in Accordance with the provisions of NCGS 158-7.1 *Marie Anders*
2. Public Hearing on a Bond Order Authorizing the Issuance of \$13,555,000 General Obligation Parks and Recreation Bonds of the City of Mount Holly *Jonathan Wilson*

PUBLIC COMMENT – Three (3) Minute Limit

OLD BUSINESS

NEW BUSINESS

1. Consideration and Approval of a Resolution to Approve the Conveyance of 725 Elm Street, Mount Holly, NC in Accordance with the Provisions of NCGS 158-7.1 *Marie Anders*
2. Consideration and Approval of a Bond Order for \$13,555,000 General Obligation Parks and Recreation Bonds of the City of Mount Holly, NC *Jonathan Wilson*
3. Consideration and Approval of a Resolution of the City of Mount Holly, North Carolina Setting a Special Referendum *Jonathan Wilson*
4. Consideration and Approval of MHPD Memorial Plaza - Bronze Statues Proposal *Don Roper*
5. Consideration and Approval of the Lowest Responsive and Responsible Bid for MHPD Memorial Plaza Project and Approval of a Budget Amendment to Allocate Fund Balance to the Special Project Fund *Jonathan Wilson*

CLOSED SESSION

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

ADJOURN

CONSENT AGENDA



City of Mount Holly Action Agenda Item

To: Mayor and City Council	Date: July 7, 2021
From: Michelle Wood	Meeting Date: July 12, 2021
Agenda Item to be considered: Budget Amendment	
Will this require a public hearing? ☐ YES ☒ NO	
Background/Purpose of Request:	
Amendment to allocate ABC Fund balance for Parks Capital Expenditures	
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: 621,000	
Budget Code:	
Reviewed by City Attorney	☐ YES ☒ NO ☐ N/A
Manager/Staff Recommendation: Staff recommends approval of the amendment	
Result of City Council Decision: _____	
Attachments: Budget Amendment	

CITY OF MOUNT HOLLY
FY 20-21 Budget Amendment

Account Number	Description	Account Debit	Account Credit
10-81-6130-550	Capital Outlay	\$621,000.00	
10-00-3991-000	Appropriated Fund Balance		\$ 621,000.00
TOTAL		\$621,000.00	\$ 621,000.00

Date Submitted: 12-Jul-21

Finance Officer: _____

City Manager: _____

Department Comments:

Amendment to allocate the ABC fund Balance approved by council to budget Parks Capital Expenditures

Unassigned Fund Balance after Budget Amendment Approval: 4,697,002

% of Budget after Budget Amendment Approval: 33.7 %



City of Mount Holly Action Agenda Item

To: City Council From: Brandon Livingston	Date: 7-8-2021 Meeting Date: 7-12-2021
Agenda Item to be considered: Request for adoption of four liens for clearing of grass and weeds	
Will this require a public hearing? ☐ YES ☒ NO	
Background/Purpose of Request: Staff is wishing that council adopt liens to be placed on 102 Maple Drive, Gaston County Parcel ID: 124386, 200 Brookwood Road, Gaston County Parcel ID: 181674, 209 Howard Street, Gaston County Parcel ID: 184261, and 211 Howard Street, Gaston County Parcel ID: 184262 for the clearing of grass and weeds in violation of the City's nuisance ordinance under Section 8-9 of the City Code.	
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:
Adopt one lien for 102 Maple Drive in the amount of \$475.00
Adopt one lien for 200 Brookwood Road in the amount of \$475.00
Adopt one lien for 209 Howard Street in the amount of \$475.00
Adopt one lien for 211 Howard Street in the amount of \$475.00

Result of City Council Decision:

Attachments:

1. Copy of ordinance to place lien on 102 Maple Drive
2. Copy of ordinance to place lien on 200 Brookwood Road
3. Copy of ordinance to place lien on 209 Howard Street
4. Copy of ordinance to place lien on 211 Howard Street

AN ORDINANCE BY THE CITY OF MOUNT HOLLY
ESTABLISHING A LIEN ON CERTAIN REAL PROPERTY
FOR CLEARING OF GRASS & WEEDS

Drawn by & Return:

City of Mt. Holly, P.O. Box 406, Mt. Holly, NC 28120

WHEREAS, certain abatement of public nuisance proceedings have been initiated by the City of Mount Holly pertaining to a certain lot or parcel located in the City of Mount Holly, North Carolina, and identified as Tax Parcel ID# 124386, 102 Maple Drive, said parcel being owned by Dorothy Manes Heirs.; and,

WHEREAS, notice of violation was made known to the above-mentioned owner as required by Section 8-9 through 8-14 of the Ordinances of the City of Mount Holly, North Carolina, and the owner has failed to abate the nuisance and the administrator has caused the property to be cleared of the nuisance; and,

WHEREAS, that the actual cost of abated the nuisance has not been paid within 30 days after receipt of the statement of the charges from the City.

NOW, THEREFORE, BE IT RESOLVED, that this Ordinance shall be recorded in the Office of the Register of Deeds for Gaston County, North Carolina, and indexed in the name of the property owner as provided in N.C.G.S. 160A-175(e) and 160A-365, as a lien against the above-described property in favor of the City of Mount Holly for the cost of abating the nuisance, as follows:

Actual cost of clearing	\$ 125.00
Administrative cost	\$ 350.00
Total Lien Due	\$ 475.00

Adopted by the City Council of the city of Mount Holly upon motion duly made, seconded and carried at a properly held meeting on _____ day of _____, 2021.

CITY OF MOUNT HOLLY

By: _____
Mayor

Attest:

City Clerk

AN ORDINANCE BY THE CITY OF MOUNT HOLLY
ESTABLISHING A LIEN ON CERTAIN REAL PROPERTY
FOR CLEARING OF GRASS & WEEDS

Drawn by & Return:

City of Mt. Holly, P.O. Box 406, Mt. Holly, NC 28120

WHEREAS, certain abatement of public nuisance proceedings have been initiated by the City of Mount Holly pertaining to a certain lot or parcel located in the City of Mount Holly, North Carolina, and identified as Tax Parcel ID# 181674, 200 Brookwood Road, said parcel being owned by James Bishop; and,

WHEREAS, notice of violation was made known to the above-mentioned owner as required by Section 8-9 through 8-14 of the Ordinances of the City of Mount Holly, North Carolina, and the owner has failed to abate the nuisance and the administrator has caused the property to be cleared of the nuisance; and,

WHEREAS, that the actual cost of abated the nuisance has not been paid within 30 days after receipt of the statement of the charges from the City.

NOW, THEREFORE, BE IT RESOLVED, that this Ordinance shall be recorded in the Office of the Register of Deeds for Gaston County, North Carolina, and indexed in the name of the property owner as provided in N.C.G.S. 160A-175(e) and 160A-365, as a lien against the above-described property in favor of the City of Mount Holly for the cost of abating the nuisance, as follows:

Actual cost of clearing	\$ 125.00
Administrative cost	\$ 350.00

Total Lien Due	\$ 475.00

Adopted by the City Council of the city of Mount Holly upon motion duly made, seconded and carried at a properly held meeting on _____ day of _____, 2021.

CITY OF MOUNT HOLLY

By: _____
Mayor

Attest:

City Clerk

AN ORDINANCE BY THE CITY OF MOUNT HOLLY
ESTABLISHING A LIEN ON CERTAIN REAL PROPERTY
FOR CLEARING OF GRASS & WEEDS

Drawn by & Return:

City of Mt. Holly, P.O. Box 406, Mt. Holly, NC 28120

WHEREAS, certain abatement of public nuisance proceedings have been initiated by the City of Mount Holly pertaining to a certain lot or parcel located in the City of Mount Holly, North Carolina, and identified as Tax Parcel ID# 184261, 209 Howard Street, said parcel being owned by Shirley Lane Heirs.; and,

WHEREAS, notice of violation was made known to the above-mentioned owner as required by Section 8-9 through 8-14 of the Ordinances of the City of Mount Holly, North Carolina, and the owner has failed to abate the nuisance and the administrator has caused the property to be cleared of the nuisance; and,

WHEREAS, that the actual cost of abated the nuisance has not been paid within 30 days after receipt of the statement of the charges from the City.

NOW, THEREFORE, BE IT RESOLVED, that this Ordinance shall be recorded in the Office of the Register of Deeds for Gaston County, North Carolina, and indexed in the name of the property owner as provided in N.C.G.S. 160A-175(e) and 160A-365, as a lien against the above-described property in favor of the City of Mount Holly for the cost of abating the nuisance, as follows:

Actual cost of clearing	\$ 125.00
Administrative cost	\$ 350.00
Total Lien Due	\$ 475.00

Adopted by the City Council of the city of Mount Holly upon motion duly made, seconded and carried at a properly held meeting on _____ day of _____, 2021.

CITY OF MOUNT HOLLY

By: _____
Mayor

Attest:

City Clerk

AN ORDINANCE BY THE CITY OF MOUNT HOLLY
ESTABLISHING A LIEN ON CERTAIN REAL PROPERTY
FOR CLEARING OF GRASS & WEEDS

Drawn by & Return:

City of Mt. Holly, P.O. Box 406, Mt. Holly, NC 28120

WHEREAS, certain abatement of public nuisance proceedings have been initiated by the City of Mount Holly pertaining to a certain lot or parcel located in the City of Mount Holly, North Carolina, and identified as Tax Parcel ID# 184262, 211 Howard Street, said parcel being owned by Kathy Sturgill; and,

WHEREAS, notice of violation was made known to the above-mentioned owner as required by Section 8-9 through 8-14 of the Ordinances of the City of Mount Holly, North Carolina, and the owner has failed to abate the nuisance and the administrator has caused the property to be cleared of the nuisance; and,

WHEREAS, that the actual cost of abated the nuisance has not been paid within 30 days after receipt of the statement of the charges from the City.

NOW, THEREFORE, BE IT RESOLVED, that this Ordinance shall be recorded in the Office of the Register of Deeds for Gaston County, North Carolina, and indexed in the name of the property owner as provided in N.C.G.S. 160A-175(e) and 160A-365, as a lien against the above-described property in favor of the City of Mount Holly for the cost of abating the nuisance, as follows:

Actual cost of clearing	\$ 125.00
Administrative cost	\$ 350.00
Total Lien Due	\$ 475.00

Adopted by the City Council of the city of Mount Holly upon motion duly made, seconded and carried at a properly held meeting on _____ day of _____, 2021.

CITY OF MOUNT HOLLY

By: _____
Mayor

Attest:

City Clerk



City of Mount Holly Action Agenda Item

To: Mayor and City Council	Date: July 7, 2021
From: Michelle Wood	Meeting Date: July 12, 2021
Agenda Item to be considered: Grant Project Ordinance	
Will this require a public hearing? ☐ YES ☒ NO	
Background/Purpose of Request: Adopt Grant Project Ordinance for ARP Funds	
Fiscal Impact:	
Will Item affect current budget	☐ YES ☒ NO ☐ N/A
Reviewed by Finance Director	☒ YES ☐ NO ☐ N/A
Preaudit Certification required	☐ YES ☒ NO ☐ N/A
Capital Project Ordinance required	☒ YES ☐ NO ☐ N/A
Budget Transfer required	☐ YES ☒ NO ☐ N/A
Total City Dollars:	
Budget Code:	
Reviewed by City Attorney	☐ YES ☒ NO ☐ N/A
Manager/Staff Recommendation: Staff recommends adopting the Grant Project Ordinance	
Result of City Council Decision: _____	
Attachments: Grant Project Ordinance	

Grant Project Ordinance for the City of Mount Holly Coronavirus State and Local Fiscal Recovery Funds

BE IT ORDAINED by the City Council of the City of Mount Holly, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted:

Section 1: This ordinance is to establish a budget for a project to be funded by the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (CSLRF). The City of Mount Holly will receive the first tranche in the amount of \$2,590,532.18 of CSLRF funds. The total allocation is \$5,181,064.35, with the remainder to be distributed to the City within 12 months. These funds may be used for the following categories of expenditures, to the extent authorized by state law.

1.
 1. Support public health expenditures, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;
 2. Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector;
 3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
 4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
 5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

Section 2: The following amounts are appropriated for the project and authorized for expenditure:

CSLRF Project	\$5,181,064.00*
---------------	-----------------

[*Once it determines how it will spend all or a portion of the ARP funds, the City Council will amend this section to authorize appropriations for specific programs, services, projects, and activities. A board also may appropriate some or all of these funds to an enterprise fund in an annual budget ordinance for a water, wastewater, or stormwater infrastructure project.]

Section 3: The following revenues are anticipated to be available to complete the project:

CSLRF Funds	\$5,181,064.00
-------------	----------------

Section 4: The Finance Officer is hereby directed to maintain sufficient specific detailed accounting records to satisfy the requirements of the grantor agency and the grant agreements.

Section 5: The Finance Officer is hereby directed to report the financial status of the project to the governing board on a quarterly basis.

Section 6: Copies of this grant project ordinance shall be furnished to the Budget Officer, the Finance Officer and to the City Clerk.

Section 7: This grant project ordinance expires on December 31, 2026, or when all the CSLRF funds have been obligated and expended by the town, whichever occurs sooner.

Adopted this ____ day of _____, 2021

/s/ _____

Bryan M. Hough, Mayor

/s/ _____

Amy Miller, City Clerk



City of Mount Holly Action Agenda Item

To: City Council

Date: 7-7-21

From: Brian DuPont

Meeting Date: 7-12-21

Agenda Item to be considered: Approval of River Park, Phase 7 Final Plat contingent upon an acceptable subdivision agreement, financial guarantee, and completion of greenway

Will this require a public hearing?

☐ YES

☒ NO

Background/Purpose of Request : Smith Douglas Homes has requested that the City of Mount Holly approve a plat for phase 7 of the River Park Subdivision. The development plat consists of 64 single family detached units as part of the Conditional District Single Family zoning approved in December 2014 by City Council.

The plat approval is recommended contingent upon an appropriate financial guarantee, Subdivision Agreement, and completion of greenway with Smith Douglas Homes.

Fiscal Impact:

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

Manager/Staff Recommendation:

Staff recommends the approval of the plat for Phase 7 of River Park Subdivision contingent upon an appropriate financial guarantee, Subdivision Agreement, and completion of greenway.

Result of City Council Decision:

Attachments:

1. Plat of Phase 7
- 2.

THIS PLAN MEETS THE REQUIREMENTS OF C.S. 7-30 SECTION 11.4, THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATE THE PARCELS OF LAND.

RECALCULATED BY 1100000; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-33 AS AVOIDED, WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER, AND SEAL THIS 19TH DAY OF JUNE, 2007.

SURVIVOR CERTIFICATE

3-17-10
1970

NAME
JAMES OSCALDORP
14 VANDERBILT
NEW YORK, N.Y. 10017
CITY 212-250-7878
CITY 212-250-7878

[illegible]

N.C. GEO. NORTH
H.A.D. 83 (N.E.S. 2011)

PU
PU (PU)
PU
PU

[illegible][illegible]

OWNER CERTIFICATION

[illegible][illegible]

GROUP: 10TH MONTH LOANED GARDEN

OWNER LOT DIAGRAM

10' FRONT LOT/DOPT
GARAGE SETBACK

10' FRONT YARD

TYPICAL LOT DIAGRAM

10' FRONT LOT/DOPT
GARAGE SETBACK

10' FRONT YARD

REQUIREMENTS:
THE FRONT LOADING GARAGE.

[illegible]

THIS PLAT IS NOT SHOWN ASBE HORIZONTAL. GROUND DISTANCES ARE IN U.S. SURVEY UNITS. ALL DISTANCES ARE IN FEET, UNLESS OTHERWISE NOTED.

THESE HAVE BEEN COMPUTED BY THE COORDINATE GEOMETRY METHOD.

THIS WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE EXAMINATION BY AN



City of Mount Holly Action Agenda Item

To: City Council From: Brian DuPont	Date: 7-7-21 Meeting Date: 7-12-21																																
Agenda Item to be considered: Call for public hearing, regarding a request by Emberglow Mount Holly LLC, for a rezoning of 33.289-acres at 55 Caldwell Drive (Tax Parcel #226178), parcel #226181 and #226182 from B-3 to Conditional District Multifamily.																																	
Will this require a public hearing? ☐ YES ☒ NO																																	
Background/Purpose of Request: Staff received the application requesting to rezone this property for up to 315 apartments and restaurant. This application is a "Call" and no discussion shall take place at the September City Council meeting.																																	
Fiscal Impact: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 45%;">Will Item affect current budget</td> <td style="width: 15%;">☐ YES</td> <td style="width: 15%;">☐ NO</td> <td style="width: 25%;">☒ N/A</td> </tr> <tr> <td>Reviewed by Finance Director</td> <td>☐ YES</td> <td>☐ NO</td> <td>☒ N/A</td> </tr> <tr> <td>Preaudit Certification required</td> <td>☐ YES</td> <td>☐ NO</td> <td>☒ N/A</td> </tr> <tr> <td>Capital Project Ordinance required</td> <td>☐ YES</td> <td>☐ NO</td> <td>☒ N/A</td> </tr> <tr> <td>Budget Transfer required</td> <td>☐ YES</td> <td>☐ NO</td> <td>☒ N/A</td> </tr> <tr> <td>Total City Dollars:</td> <td colspan="3">\$</td> </tr> <tr> <td>Budget Code</td> <td colspan="3"></td> </tr> <tr> <td>Reviewed by City Attorney</td> <td>☒ YES</td> <td>☐ NO</td> <td>☐ N/A</td> </tr> </table>		Will Item affect current budget	☐ YES	☐ NO	☒ N/A	Reviewed by Finance Director	☐ YES	☐ NO	☒ N/A	Preaudit Certification required	☐ YES	☐ NO	☒ N/A	Capital Project Ordinance required	☐ YES	☐ NO	☒ N/A	Budget Transfer required	☐ YES	☐ NO	☒ N/A	Total City Dollars:	\$			Budget Code				Reviewed by City Attorney	☒ YES	☐ NO	☐ N/A
Will Item affect current budget	☐ YES	☐ NO	☒ N/A																														
Reviewed by Finance Director	☐ YES	☐ NO	☒ N/A																														
Preaudit Certification required	☐ YES	☐ NO	☒ N/A																														
Capital Project Ordinance required	☐ YES	☐ NO	☒ N/A																														
Budget Transfer required	☐ YES	☐ NO	☒ N/A																														
Total City Dollars:	\$																																
Budget Code																																	
Reviewed by City Attorney	☒ YES	☐ NO	☐ N/A																														
Manager/Staff Recommendation: Request that City Council call for a public hearing on the rezoning request to take place in September.																																	
Result of City Council Decision: _____																																	
Attachments: 1. Application 2. 3.																																	

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

Date Filed: 6-28-2021 Application Number: 6-28-2021A

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

1. The real property, sought to be rezoned, is owned in fee simple by:
EMBERGLOW MT HOLLY LLC

Address: 1701 PARK ROAD, CHARLOTTE, NC 28203-5231

as evidenced by Deed Book 4909 on Page 692/699 in the Gaston County Registry. There are no restrictions or covenants of record appearing in the chain of title, which would prohibit the property from being put to the use specified in Paragraph five (5) of this application.

2. The real property sought to be rezoned is located at/on
55 CALDWELL DR, BELMONT, NC 28012 on the Left or Right side of the CALDWELL DR
(physical address) (circle one) (street)

between N/A and N/A, and has a Tax

(street) 228178 (street) 228181
Listing of: Tax Parcel #: 228182. Said lot(s) has (have) a frontage of _____ feet
and is approximately 32.389 acres in size.

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

4. It is desired and requested that the real property herein described be rezoned from
B-3 (LWWS-CA) Zone to R-MF(CD) (LWWS-CA) Zone.

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

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

TO ALLOW THE DEVELOPMENT OF A MULTI-FAMILY RESIDENTIAL COMMUNITY AS
WELL AS A RESTAURANT

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

(1) EMBERGLOW MT HOLLY LLC

(2) PENLER DEVELOPMENT LLC

Name of Applicant(s)

OWNER

Interest of Applicant in Subject Realty:

(Must be the owner if requesting
Conditional Use Rezoning)

Applicant's Address: SEE BELOW

Phone Number: SEE BELOW

Signature: SEE BELOW

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

EMBERGLOW MT HOLLY LLC
PENLER DEVELOPMENT LLC
REZONING SIGNATURE SHEET

(1) EMBERGLOW MT HOLLY LLC

1701 PARK RD
CHARLOTTE, NC 28203

NAME

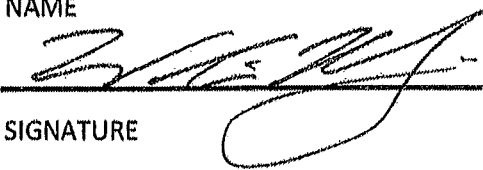
SIGNATURE

(2) PENLER DEVELOPMENT LLC

2964 PEACHTREE ROAD NW
ATLANTA, GA 30305
704.576.6500
WMCGUIRE@PENLER.COM

WILLIAM MCGUIRE

NAME


SIGNATURE

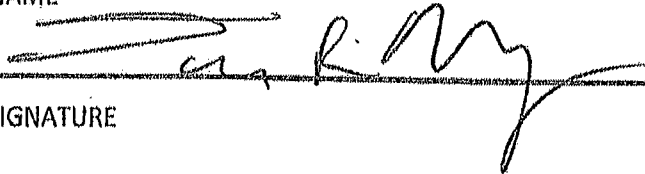
EMBERGLOW MT HOLLY LLC
PENLER DEVELOPMENT LLC
REZONING SIGNATURE SHEET

(1) EMBERGLOW MT HOLLY LLC

1701 PARK RD
CHARLOTTE, NC 28203

Timothy R. Murphy

NAME



SIGNATURE

(2) PENLER DEVELOPMENT LLC

2964 PEACHTREE ROAD NW
ATLANTA, GA 30305
704.576.6500
WMCGUIRE@PENLER.COM

WILLIAM MCGUIRE

NAME

SIGNATURE



City of Mount Holly Action Agenda Item

To: City Council From: Brian DuPont	Date: 7-7-21 Meeting Date: 7-12-21																																				
Agenda Item to be considered: Call for public hearing, regarding a request by Faison-Green Meadows LLC, for a rezoning of 157-acres at 957 Kelly Road, Tax Parcel #210776 from Gaston County R-1 to Conditional District Single Family.																																					
Will this require a public hearing? ☐ YES ☒ NO																																					
Background/Purpose of Request: Staff received the application for rezoning the property. This application request also included a request for annexation. Both hearings would be held in September. This application is a "Call" and no discussion shall take place at the April City Council meeting. Planning Commission unanimously recommended calling for a public hearing.																																					
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="4">Fiscal Impact:</td> </tr> <tr> <td style="width: 45%;">Will Item affect current budget</td> <td style="width: 15%;">☐ YES</td> <td style="width: 15%;">☐ NO</td> <td style="width: 25%;">☒ N/A</td> </tr> <tr> <td>Reviewed by Finance Director</td> <td>☐ YES</td> <td>☐ NO</td> <td>☒ N/A</td> </tr> <tr> <td>Preaudit Certification required</td> <td>☐ YES</td> <td>☐ NO</td> <td>☒ N/A</td> </tr> <tr> <td>Capital Project Ordinance required</td> <td>☐ YES</td> <td>☐ NO</td> <td>☒ N/A</td> </tr> <tr> <td>Budget Transfer required</td> <td>☐ YES</td> <td>☐ NO</td> <td>☒ N/A</td> </tr> <tr> <td>Total City Dollars:</td> <td colspan="3">\$</td> </tr> <tr> <td>Budget Code</td> <td colspan="3"></td> </tr> <tr> <td>Reviewed by City Attorney</td> <td>☒ YES</td> <td>☐ NO</td> <td>☐ N/A</td> </tr> </table>		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
Fiscal Impact:																																					
Will Item affect current budget	☐ YES	☐ NO	☒ N/A																																		
Reviewed by Finance Director	☐ YES	☐ NO	☒ N/A																																		
Preaudit Certification required	☐ YES	☐ NO	☒ N/A																																		
Capital Project Ordinance required	☐ YES	☐ NO	☒ N/A																																		
Budget Transfer required	☐ YES	☐ NO	☒ N/A																																		
Total City Dollars:	\$																																				
Budget Code																																					
Reviewed by City Attorney	☒ YES	☐ NO	☐ N/A																																		
Manager/Staff Recommendation: Request that City Council call for a public hearing on the rezoning request to take place in September.																																					
Result of City Council Decision: _____																																					
Attachments: 1. Application 2. 3.																																					

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

Date Filed: March 8, 2019 Application Number: 3-13-19A

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

1. The real property, sought to be rezoned, is owned in fee simple by:
Faison-Green Meadows, LLC

Address: 121 W. Trade Street, Ste 2800, Charlotte, NC 28202
as evidenced by Deed Book 4218 on Page 2438 in the Gaston County Registry. There are no restrictions or covenants of record appearing in the chain of title, which would prohibit the property from being put to the use specified in Paragraph five (5) of this application.

2. The real property sought to be rezoned is located at/on
937 Kelly Road, Mt Holly, North Carolina on the Left or Right side of the _____
(physical address) (circle one) (street)
between _____ and _____ and has a Tax
(street) (street)

Listing of: Tax Parcel #: 210776 Said lot(s) has (have) a frontage of 1,700 feet
and is approximately 157 acres in size.

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

4. It is desired and requested that the real property herein described be rezoned from
R-1 Zone to CD-Single-Family Zone.

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

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

Site will include approximately 450 single family homes and an amenity area consisting of a pool, clubhouse and playground. Lot widths are expected to be 40', 50' and 60' wide. The site as currently designed consists of approximately 45 acres of open space.

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

Faison-Green Meadows, LLC

Owner - 100%

Name of Applicant(s)

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

Applicant's Address: 121 W. Trade Street, Suite 2800, Charlotte, NC 28202

Faison-Green Meadows, LLC

Phone Number: 704-516-4138

Signature: Chris M. Poplin

By: Chris M. Poplin, Vice President

INSTRUCTIONS: Applications must be TYPED or LEGIBLE and filed with the City of Mount Holly Planning and Zoning Department, together with the application fee in the amount of \$300.00 (See Fee Schedule) at least 15 days prior to the Planning Commission meeting for initial consideration.

MEMORANDUM

TO: Mayor and City Council, City of Mount Holly

FROM: Marie M. Anders, City Attorney

RE: Faison-Green Meadows, LLC annexation

DATE: July 7, 2021

The non-contiguous annexation for “Green Meadows” was initiated by petition dated March 7, 2019 from Faison-Green Meadows, LLC. The Resolution Directing the Clerk to Certify the Sufficiency of the Petition and the Clerk’s Certificate of Sufficiency, along with the Call for Public Hearing to be held on October 14, 2019, were completed at the August 2019 Council meeting. However, the public hearing was postponed and has not yet been held. If the Council chooses to move forward on this annexation, a new Resolution Calling for a Public Hearing would need to be adopted as the next step. A draft Resolution is attached.

RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION
OF ANNEXATION PURSUANT TO G.S. 160A-58 THROUGH G.S. 160A-58.8

WHEREAS, a petition received from Faison-Green Meadows, LLC, requesting annexation of the area described herein has been received; and

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

WHEREAS, certification by the City Clerk as to the sufficiency of the petition has been made on August 26, 2019;

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

Section 1. A public hearing on the question of annexation of the area described herein will be held at the Mount Holly Municipal Complex at 7:00 PM on September 13, 2021.

Section 2. The area proposed for annexation is described as follows: Gaston County tax PID 210776, Deed Book 4218, Page 2438; this property being approximately 157.416 acres and being bounded on the east now or formerly by the property of Beverly R. & Ricky Lee Wrenn, Linda Grounds, Helen & Jeffrey Trainham, Kathryn Carubba, James Edward Hamilton, Kelly Road, Tommy, R. Henley, and Cheryl D. Hamilton; on the south by property of Thomas Gene & Sharon Gibson, Robert William Stone, J D Baker, Jr., J.D. Baker, Joseph David Baker, Jr. & Patsy Elizabeth Digh, Essie & Franklin Bryan, Wanda B. Brady, Keith James Puckett, Veron Thomas, James W. Wilson, Jr., and Karen Wilson and Linda Cox Smith; on the west by property of Linda Cox Smith, Gaston County Board of Education, David Brian Usery, Michael Dean Usery, Jimmy & Olene Wilson and Michael, & Tina Miller; and on the north by property of Gail S. Drury, Trutzschler Properties, LLC, Glenda Little Rollins, Alan & Susan McMullan, James & Susan Mullis, Kenneth Dail Fuquay, Tracey Elmore & Christopher Scott Groves, Eli William & Gloria Helms Horton.

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

Mayor

ATTEST:

Clerk



To: Mayor and City Council From: Mark Jusko	Date: 7-7-21 Meeting Date: 7-12-21
Agenda Item to be considered: <u>Call for a public hearing on naming the greenway</u>	
Will this require a public hearing? ☒ YES NO	
Background/Purpose of Request <u>At the March 8th Council meeting, staff presented the naming of the whole greenway and segments idea to City Council. After that meeting, staff solicited input from the public in naming the whole greenway and segments A, C, and D. The names were presented to the Parks & Recreation Commission at their June 22nd meeting. The Commission unanimously recommended the following names be presented to City Council:</u> <u>Segment A- Mountain Island Dam to City Owned House- Mountain Island Park Trail</u> <u>Segment C- River Street Park to Municipal Building- Dutchmans Creek Trail</u> <u>Segment D- Municipal Building to Tuckasee Park- A & E Riverfront Trail</u> <u>Whole greenway system- Mount Holly River Hawk Greenway</u> <u>Staff supports the recommendations of the Parks & Recreation Commission. The public hearing for the naming will be scheduled for the August 9th City Council meeting.</u>	
Fiscal Impact:	
Will Item affect current budget	☐ YES ☒ NO ☐ N/A
Reviewed by Finance Director	☐ YES ☒ NO ☐ N/A
Preaudit Certification required	☐ YES ☒ NO ☐ N/A
Capital Project Ordinance required	☐ YES ☒ NO ☐ N/A
Budget Transfer required	☐ YES ☒ NO ☐ N/A
Total City Dollars:	\$
Budget Code	
Reviewed by City Attorney	☐ YES ☒ NO ☐ N/A
Manager/Staff Recommendation: <u>To call for public hearing</u>	
Result of City Council Decision:	
Attachments:	



City of Mount Holly Action Agenda Item

To: City Council
Greg Beal, Economic Development

Date: July 8, 2021

From: Coordinator, Planning Director

Meeting Date: July 12, 2021

Agenda Item to be considered: Call for a public hearing to consider rezoning application, submitted by OMB Property Holdings, LLC, for a 2.06 acre tract of land and a 0.02 acre tract of land, Parcel ID #'s 222554 and 123513, located at 725 Elm Street, from Conditional District Commercial-Multifamily, approved on January 14, 2019, to Conditional District Commercial.

Will this require a public hearing? ☒ YES ☐ NO

Background/Purpose of Request: Please note that the street order closing effectively combined the entire site into one; however, no recombination plat has been drafted for this property, but the purchaser intends to do so.

Planning staff has been working with the prospective purchaser of the property, The Olde Mecklenburg Brewery, which was selected by City Council as the best proposal through the RFP process for economic development under NCGS 158-7.1. It is best that the conditional zoning of the property be changed to accommodate the intended uses on the site. Since no multifamily or residential is proposed, it is best that residential use not be included. Also, the building housing warehouse and storage, brewery support services and commissary, need to be accounted for by allowing those uses on site. Mr. Marrino proposes to list the approved uses as follows:

- a. Restaurant
- b. Brew Pub
- c. Brewery and/or Brewing Support Facilities (warehouse, packaging, etc.)
- d. Commissary
- e. Distillery

There will be similar development conditions to what is already onsite, such as no exterior metal or aluminum siding and decorative capped lighting to reduce light pollution.

Staff has proposed the following schedule, which is aggressive, meets statutory guidelines and is preferred by Mr. Marrino with OMB:

Consent Agenda: Monday, July 12th. This is where Council is to set the public hearing dates on the proposed rezoning of the property located at 725 Elm Street.

Public Involvement Meeting on Thursday, July 22nd at the Mount Holly Municipal Complex from 3:30 pm until 6:00 pm. This will be a drop-in informational session where the developer and/or reps/consultants will be on hand, along with City Planning staff, to answer any questions on the proposed conditional rezoning.

Public Hearing before the Planning Commission on Monday, August 2nd at the Mount Holly Municipal Complex at 6:30 pm. After the required public hearing, the Planning

Commission would make a recommendation on the conditional rezoning to City Council.

Public Hearing before City Council on Monday, August 9th at 7:00 PM.

Staff will be working with the development team on the proposed conditional rezoning, which is a requirement of the purchase agreement and one thing that has to be accomplished in the due diligence period. This will be one major step that can be checked off in the short term if Council approves the proposed rezoning.

Fiscal Impact:

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

Manager/Staff Recommendation Staff recommends setting the public hearing dates before the Planning Commission and City Council for August 2nd and August 9th, respectively.

Result of City Council Decision:

Attachments:

CITY OF MOUNT HOLLY
MOUNT HOLLY CITY COUNCIL MEETING
MONDAY, June 14, 2021
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	Miles Braswell, City Manager
Mayor Pro Tem Lauren Shoemaker	Michelle Wood, Finance Director
Councilman David Moore	Don Roper, Police Chief
Councilman Jeff Meadows	Brian Reagan, Deputy Police Chief
Councilwoman Phyllis Harris	Ryan Baker, Fire Chief
Councilman Charles McCorkle	Tony Walker, Streets and Solid Waste Director
Councilwoman Christina Pawlish	David Johnson, City Engineer/Director of Utilities
Marie M. Anders, City Attorney	Mark Jusko, Recreation Supervisor
Kemp Michael, Assistant City Attorney	Greg Beal, Planning Director

Invocation

Reverend Mike Carr, Pastor at the Mount Holly First United Methodist Church led the Council, staff and attendees in prayer.

Pledge of Allegiance

Councilwoman Christina Pawlish led the Council, staff and attendees in the Pledge of Allegiance.

Set the Agenda

Mayor Hough advised that a Special Recognition of Danny Jackson needs to be added and #3 under Presentations. With no additional changes to the agenda, Councilman McCorkle made a motion to approve the agenda as amended. Mayor Pro Tem Shoemaker seconded the motion. All Council Members present voted in favor. (Motion Carried)

CONSENT AGENDA

1. Approval of a Resolution for Receiving Federal Funds Under the American Rescue Plan Act
2. Approval of the Revised MOU with the Mount Holly Community Development Foundation.
3. Approval of Revised Interlocal Agreement with Gaston County to Collect Mount Holly Taxes
4. Approval of Revised Resolution Supporting CATS LYNX Silver Line Extending to Gaston
5. Approval of a Resolution Supporting the Gaston County Blueway Trail to the Carolina Thread Trail Master Plan
6. Approval of Kendrick Farms, Phase 4 Final Plat
7. Approval of a Resolution Confirming the bid and Authorizing the City to sign the contract and the Deed for the Property located at Beatty Road and YMCA Drive
8. Approval of Minutes of the May 24, 2021 Council Work Session Meeting

Councilman McCorkle made a motion to approve the consent agenda. Mayor Pro Tem Shoemaker seconded the motion. All Council Members present voted in favor. (Motion Carried)

PRESENTATIONS

1. Retirement Presentation for former City Manager Danny Jackson

Mayor Hough and the City Council presented Mr. Jackson with a resolution, his retirement watch and a Key to City to honor him and show their appreciation for his 33 years of service with the City. Mr. Jackson spoke and thanked his family, past and current Council Members, city staff and all that came out to be a part of his retirement celebration.

2. Introduction of Miss Mount Holly

Miss Mount Holly, Ann Marie Hagerty came before the City Council to introduce herself and let them know that she is excited to get to know the citizens of Mount Holly and represent our City.

3. Presentation of Eagle Scout project for Tuckasee Park

Mr. Jusko introduced Carson Moran and advised that he will be presenting his Eagle Scout project to the Council for approval. Mr. Moran advised that he is proposing to construct and place 10 duck houses and 10 bird houses throughout Tuck Park to complete his Eagle Scout requirements. He advised that the placement of these houses is yet to be determined. Mayor Pro Tem Shoemaker made a motion to approve the project. Councilman Moore seconded the motion. All Council Members voted in favor. Motion carried

PUBLIC HEARING

1. Public hearing for a text amendment to Section 3.10 Fences and Walls of the Zoning Ordinance to include fence maintenance standards.

Mr. Livingston advised that approval of this text amendment would require all fences and retaining walls within the City to be in good repair and receive regular structural maintenance.

Councilman Meadows made a motion to open the public hearing. Mayor Pro Tem Shoemaker seconded the motion. All Council Members voted in favor. Motion carried. With no one signed up to speak Mayor Pro Tem Shoemaker made a motion to come out of the public hearing. Councilman Meadows seconded the motion. All Council Members voted in favor. Motion carried.

Councilman Meadows made a motion to approve the text amendment to Section 3.10 Fences and Walls of the Zoning Ordinance to include fence maintenance standards. Mayor Pro Tem Shoemaker seconded the motion. All Council Members voted in favor. Motion carried.

2. Public hearing on a text amendment to Section 3.26.1 General Definitions from Section 3.26.5 Definitions Relating to Gateway Overlay and to Section 5.20 South Gateway Overlay District of the Zoning Ordinance to prohibit service stations (gasoline) and convenience stores in the South Gateway Overlay District under Section 5.20 South Gateway Overlay District

Mayor Pro Tem Shoemaker made a motion to open the public hearing. Councilman Meadows seconded the motion. All Council Members voted in favor. Motion carried.

Rodney Williams 315 South Main Street, Mount Holly, NC 28120- Mr. William's comments are below:

Reasons I am opposed to the proposed text amendment to prohibit convenience stores in the South Gateway

N.C. GS 160D defines the use of zoning "To promote health, Safety, moral, and general welfare of the community. I feel this text amendment does not fit the definition.

I contend the crux of this amendment is not to prohibit convenience stores, but to use text amendments to develop the private land to your vision. (and I quote " a grocery store or medical office")

The fear is that a property owner will sell one parcel and prevent a larger group from accumulating enough property to build. Last sentence in paragraph 1 " In order to preserve the economic development of land in this district ". This puts you in the position of a developer and not a municipality. This violates the spirit, if not the letter of law as spelled out in the Sherman Anti-trust act. That act makes it criminal to manipulate a market (real estate) or create a monopoly, which you will do by allowing only one convenience store at exit 27.

The 2nd paragraph on you request speaks to retail leakage. If you look, you will see that Market Analysis was published in 2017 and probably done in 2016 (5 years old) I argue a pre-pandemic analysis should not be considered, as all shopping habits have drastically changed.

I have owned a parcel in the South Gateway for 25 years and have no immediate plan to sale or list to sale. I spoke at City Council 12 years ago to request a no vote on a text amendment to prohibit drive thru windows. To my dismay, that amendment passed and again I quote "Because we don't want to leave 185 toward Mount Holly and see Drive thru after drive thru after drive thru". I have been unable to market my

property to firms like Arby's, Starbucks or Chick Filet that are just across 85 and have fueled Belmont economy for 12 years. We have had no significant growth in the South Gateway for those 12 years. Now we have a Bojangles asking to build, and the 12-year-old text amendment was removed only to be replaced now with a new text amendment to prohibit convenience stores. Again, I asked what prompted the text amendment. My answer was " We don't want to see Convenience store after convenience store coming into Mount Holly. "

In summary, we only have 4 Convenience stores in City limits. One at exit 27, one at Tuckaseegee and Main, one at North Main and Lanier, and one on Hwy 27 west We need more choices and more competition on fuel prices and supply. You have building standards in place to ensure a quality structure if placed in the South Gateway. A convenience store would meet the same standards as Bojangles. I ask that you not place restrictive zoning on private property in order to let you be a developer. A mixed-use Interstate exit often includes fast food, full-service restaurants, and convenience stores with gas pumps.

Thank you for your consideration

With no one else signed up to speak Councilman Moore made a motion to come out of the public hearing. Councilwoman Harris seconded the motion. All Council Members voted in favor. Motion carried.

It was the consensus of Council to get more feedback from staff and bring back for discussion at the work session.

3. Budget Highlights and Public Hearing on the 2021-2022 Proposed Fiscal Year Budget and Fee Schedule

Ms. Wood reviewed the budget highlights below for the proposed 2021-2022 fiscal year budget:

- Tax rate will remain the same at \$0.485 per \$100 of value
- Water and sewer rate will enter into Year 3 and will be increased based on the City Council adopting the Five (5) Year Water / Sewer Rate Study during Fiscal Year (FY) 2019 – 2020. This new rate is reflected in the proposed Fee Schedule.
- The current proposed budget includes a salary study and a COLA tied to the Consumer Price Index (CPI) for employees not affected by the salary study. During the 6/4/2020 City Council Budget Work Session, Council unanimously approved that the COLA would be tied to the Consumer Price Index (CPI) published by the U.S. Bureau of Labor Statistics.
- Health Insurance will experience a 19% increase and the City will change to a new provider, Cigna.
- Liability Insurance will increase approximately 10%, which includes General Liability, Buildings, Automobile, Crime, Workers Compensation and Cyber.
- Mandatory retirement contribution to the North Carolina retirement system (ORBIT) has increased to 11.41% (10.15% in FY 20-21) for regular employees and an increase to 12.04% (10.9% in FY 20-21) for Law Enforcement Officers.
- No new positions are funded.
- Employee longevity remains funded in the salary line item for both General Fund and Enterprise Fund. This item is included in the Employee Recruitment and Retention Policy. This totals \$106,900.00
- The overall budget increased from \$19,856,515 in FY 20-21 to \$24,060,938 for FY 21-22 equaling 17.47% but in comparison to FY 19-20 it only equals 7.46% of amended budget but 5.47% less than adopted FY 19-20 budget.
- No Unassigned Fund Balance was used to balance the General Fund budget.

General Fund

- Total General Fund \$14,626,149, or 12.00% increase from last Fiscal Year.
- Factors that are contributing to this increase are mainly property taxes and sales and use tax; we reduced these last year due to the COVID-19 pandemic.

Council

- No change to Council compensation
- Beautification is funded at \$12,500
- Tree City budget line funded at \$7,500 (ordinance states \$2/capita, equaling \$30,000 total budget).
- Election Expense increased due to Bond Referendum.
- Historical Society budget funded at \$2,000.

Administration

- Operational expenses only
- \$127,159.00 Capital

Administration – Information Technology (IT)

- Contract Services includes all software, webhosting, webpage maintenance, telephone maintenance, internet access
- Furniture, Fixtures and Equipment (FF&E) includes hardware and maintains a replacement schedule for desktop and laptop computers

Administration – Maintenance (Building Maintenance)

- All in-house and contracted maintenance activities funded through this Department
- All utilities (electricity, gas) will be processed through this Department
- Tree City budget line funded at \$7,500 for Grounds Maintenance
- Phase I 273 Landscaping was budgeted at \$54,700

Police

- Capital includes the purchase of 2 handheld radios at \$9,827, (4) vehicles & Equipment \$161,000, (3) new car camera systems \$17,075, and (4) mobile Car Radios \$16,000

Fire

- Capital includes replacing the large diameter hose \$5,000, and parking lot sealcoat & markings \$12,500.

Garage

- Normal operations increase

Streets and Solid Waste

- Capital Automated Garbage Truck \$330,000, Dump Truck \$140,000, and (2) replacement trucks \$70,000

Community Development

- Normal operations increase
- No Capital Items (all were Powell Bill)

Parks and Recreation

- Capital is funded with the ABC Fund Balance proceeds \$621,000

Enterprise Fund

- Total Enterprise Fund \$9,434,789, or 25.67% increase over last Fiscal Year.
- Factors that are contributing to this increase are the 3rd year rate study increase and an increase in Stormwater fee

Utility Administration

- Professional Services line is proposed at \$318,000. \$50,000 is budgeted for the Water Distribution Study for Downtown, \$200,000 for the Dutchman's Creek lift station and force main preliminary engineering evaluation, \$10,000 for surveying, \$8,000 for AutoCAD Services and \$50,000 for various shared services

Utility Administration – Maintenance (Building Maintenance)

- The Building Maintenance Department is responsible for building upkeep only, no Water Treatment or Waste Water Treatment activities or equipment maintenance associated with the plant functions. Items include cleaning, waste management, landscaping, fire alarm monitoring, security intrusion alarm monitoring, extermination, fire suppression, elevator contract, HVAC maintenance.

Utility Administration – Information Technology (IT)

- Contract Services includes all software, webhosting, webpage maintenance, telephone maintenance, internet access
- Furniture, Fixtures and Equipment (FF&E) includes hardware and maintains a replacement schedule for desktop and laptop computers
- No Capital Items

Water

- Downtown Water Distribution Design \$150,000, Sandy Ford Water Line loop \$50,000, aerial Structural Design \$50,000, Water replacement/Upgrade Program \$1,200,000, Lagoon Dredging \$215,000, Generator/Auto Transfer Switch \$75,000

Waste Water Treatment

- Contract Services is budgeted at \$455,000, in which \$200,000 of this line item is land application of sludge.
- No capital items are budgeted

Field Services

- Maintenance, repair and replacement of water and sewer lines is budgeted at \$540,000
- Capital – Pull behind compressor \$22,000, Combination Jet-Vac Truck \$413,000, 4WD Truck \$33,000.
- Also, for sewer system improvements which includes downtown sewer lining at \$200,000

Stormwater

- Projected to receive \$339,000 through collection fee. Yearly expenditures to equal revenue, so in essence, no Unassigned Fund Balance implications.
- New vehicle \$20,000

Councilman Moore made a motion to open the public hearing on the 2021-2022 Proposed Fiscal Year Budget and Fee Schedule. Mayor Pro Tem Shoemaker seconded the motion. All Council Members voted in favor. Motion carried. With no one signed up to speak Councilwoman Pawlish

made a motion to come out of the public hearing. Mayor Pro Tem Shoemaker seconded the motion. All Council Members voted in favor. Motion carried.

PUBLIC COMMENT – Three (3) Minute Limit

No one was signed up to speak.

OLD BUSINESS

1. Consideration and Approval of the 2021-2022 Proposed Fiscal Year Budget and Fee Schedule

a. Discussion of Projected Revenue

Ms. Wood advised that she looked at the past 3-year trend when making her projected revenue. She advised that the trend is 4% growth which is approximately \$300,000.

b. Discussion of Employee Salary Study

Ms. Rayburn advised that staff established a pay study to ensure fair and competitive pay rates for employees. She advised that going forward salary ranges and pay grades will be evaluated every 2 years and will be updated each year with the CPI rates.

Councilwoman Harris made a motion to approve the 2021-2022 Proposed Fiscal Year Budget and Fee Schedule (Resolution #06142021A). Mayor Pro Tem Shoemaker seconded the motion. All Council Members voted in favor. Motion carried

NEW BUSINESS

1. Consideration and Approval of a Bond Order Authorizing the Issuance of \$13,555,000 General Obligation Parks and Recreation Bonds of the City of Mount Holly, NC

Councilmember Moore introduced the following bond order, a summary of which had been provided to each Councilmember, copies of which were available with the City Clerk and which was read by title:

BOND ORDER AUTHORIZING THE ISSUANCE OF \$13,555,000 GENERAL OBLIGATION PARKS AND RECREATION BONDS OF THE CITY OF MOUNT HOLLY, NORTH CAROLINA

WHEREAS, the City Council of the City of Mount Holly, North Carolina has ascertained and hereby determines that it is necessary to pay capital costs of providing parks and recreation facilities, including without limitation the acquisition, construction and improvement of parks and recreation facilities, acquisition of land for current and future parks and recreation uses and development of greenways and pedestrian crossings; and

WHEREAS, an application has been filed with the Secretary of the Local Government Commission of North Carolina requesting Commission approval of the General Obligation Parks and Recreation Bonds hereinafter described as required by the Local Government Bond Act, and the City Clerk has notified the City Council that the application has been accepted for submission to the Local Government Commission.

NOW, THEREFORE, BE IT ORDERED by the City Council of the City of Mount Holly, North Carolina, as follows:

Section 1. In order to raise the money required for the purposes described above, in addition to any funds which may be made available for such purpose from any other source, General Obligation Parks and Recreation Bonds of the City are hereby authorized and shall be issued pursuant to the Local Government Finance Act of North Carolina. The maximum aggregate principal amount of such General Obligation Parks and Recreation Bonds authorized by this order shall be \$13,555,000.

Section 2. Taxes will be levied in an amount sufficient to pay the principal and interest on the General Obligation Parks and Recreation Bonds.

Section 3. A sworn statement of the City's debt has been filed with the City Clerk and is open to public inspection.

Section 4. This bond order will take effect when approved by the voters of the City at a referendum scheduled for November 2, 2021.

Councilwoman Harris seconded the motion. All Council Members voted in favor. Motion carried unanimously.

2. Consideration and Approval of a Resolution of the City of Mount Holly, NC Setting a Public Hearing on a General Obligation Bond Order and Related Matters

Mayor Pro Tem Shoemaker introduced the following resolution, a summary of which had been provided to each Councilmember, a copy of which was available with the City Clerk and which was read by title:

RESOLUTION OF THE CITY OF MOUNT HOLLY, NORTH CAROLINA SETTING A PUBLIC HEARING ON A GENERAL OBLIGATION BOND ORDER AND RELATED MATTERS

WHEREAS, a bond order entitled:

"BOND ORDER AUTHORIZING THE ISSUANCE OF \$13,555,000 GENERAL OBLIGATION PARKS AND RECREATION BONDS OF THE CITY OF MOUNT HOLLY, NORTH CAROLINA;"

has been introduced at a meeting of the City Council (the "*City Council*") of the City of Mount Holly, North Carolina this 14th day of June, 2021; and

WHEREAS, the City Council desires to provide for the holding of a public hearing thereon on July 12, 2021 and the submission of a statement of debt in connection therewith as required by The Local Government Bond Act.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOUNT HOLLY, NORTH CAROLINA that the public hearing on said bond order shall be held on the 12th day of July, 2021 at or about 7:00 p.m. in the Council Chambers of the Municipal Complex located at 400 East Central Avenue in Mount Holly, North Carolina.

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to cause a copy of said bond order to be published with a notice of such hearing in the form prescribed by law in a newspaper of general circulation in the City on or before the 5th day of July, 2021.

BE IT FURTHER RESOLVED that the City's finance officer is hereby directed to file with the City Clerk, prior to publication of the bond order, along with the notice of such public hearing, a statement setting forth the debt incurred or to be incurred, the net debt of the City, the assessed value of property subject to taxation by the City and the percentage that net debt of the City bears to the assessed value of property subject to taxation.

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

PASSED, ADOPTED AND APPROVED this 14th day of June, 2021.

Councilwoman Pawlish seconded the motion. All Council Members voted in favor. Motion carried unanimously.

CLOSED SESSION

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

Councilwoman Pawlish made the motion to enter into Closed Session Pursuant to N.C.G.S 143-318.11 (a)(6) at 7:39 pm. Councilman Moore 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 8:27 pm. Mayor Pro Tem Shoemaker seconded the motion. All Council Members present voted in favor. (Motion Carried)

ADJOURN

With no additional items for discussion, Mayor Hough entertained a motion to adjourn. Councilman Moore made the motion to adjourn the June 14, 2021 Council Meeting. Councilwoman Harris seconded the motion. All Council Members present voted in favor. (Motion Carried)

The meeting adjourned at 8:28 pm.

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

City of Mount Holly
Mount Holly City Council Work Session Meeting
Monday, June 28, 2021
Council Chambers
6:30 pm

Call to Order

Mayor Hough called the meeting to order at 6:30 pm and advised that Councilman Moore is attending the meeting virtual. The following were present:

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

Invocation

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

SET THE AGENDA

With no changes to the agenda Mayor Hough entertained a motion to approve the June 28, 2021 Work Session agenda as presented. Councilwoman Pawlish made the motion to approve the agenda. Councilman Moore seconded the motion. All Council Members voted in favor. Mayor Pro Tem Shoemaker attended virtually and voted in the affirmative. (Motion carried)

CONSENT AGENDA

1. Approval of Budget Amendments (end of year)
2. Approval of a Resolution affirming The City's support for the NPDES MS4 Stormwater Program
3. Approval of Minutes from the June 14, 2021 Council Meeting Minutes

Councilman McCorkle made a motion to approve the consent agenda. Councilman Moore seconded the motion. All Council Members voted in favor. Mayor Pro Tem Shoemaker attended virtually and voted in the affirmative. (Motion carried)

AGENDA

1. Discussion of proposed development agreement and sales contract and call for a public hearing to consider the conveyance of 725 Elm St. for redevelopment pursuant to NCGS 158-7.1.

Ms. Anders advised that she is only asking approval to call for a public hearing to consider the conveyance of 725 Elm St. for redevelopment pursuant to NCGS 158-7.1. Olde Mecklenburg Brewery (OMB) will pay \$200,000 cash at the closing and put down \$10,000 in earnest money. Ms. Anders further reviewed the details of the agreement and advised that OMB has asked that the City cost share the expense of the \$30,000 performance bond. Mr. Marino with OMB came forward and presented an overview of the brewery. Councilman Meadows advised that he does not like the idea of cost sharing the performance bond and made a motion to deny the performance bond request but move forward with the public hearing to consider the conveyance of 725 Elm St. for redevelopment pursuant to NCGS 158-7.1. Councilman Moore seconded the motion. All Council Members voted in favor. Mayor Pro Tem Shoemaker attended virtually and voted in the affirmative. (Motion carried) (06282021A)

2. Discussion of a text amendment to Section 3.26.1 General Definitions from Section 3.26.5 Definitions Relating to Gateway Overlay and to Section 5.20 South Gateway Overlay District of the Zoning Ordinance to prohibit service stations (gasoline) and convenience stores in the South Gateway Overlay District under Section 5.20 South Gateway Overlay District

Brian DuPont

Mr. DuPont advised that at the June 14, 2021 Council meeting there were additional questions that Council wanted addressed before a final decision was made in regard to the text amendment. Staff has now answered those questions as stated in the agenda packet. Councilman Meadows had additional questions in regard to the zoning and the South Gateway Study. Councilman Meadows made motion to approve a text amendment to Section 3.26.1 General Definitions from Section 3.26.5 Definitions Relating to Gateway Overlay and to Section 5.20 South Gateway Overlay District of the Zoning Ordinance to prohibit service stations (gasoline) and convenience stores in the South Gateway Overlay District under Section 5.20 South Gateway Overlay District. Councilman Moore seconded the motion. All Council Members voted in favor. Mayor Pro Tem Shoemaker attended virtually and voted in the affirmative. (Motion carried)

3. Consideration and Approval of recommendation from the MHPD Statue Committee for the Artist Selection

Chief Roper introduced the members of the committee. He advised that the Committee selected Carolina Bronze Sculptures and artist Ed Walker to construct the statues for the MHPD Memorial Plaza. Chief Roper advised that he and Mr. Braswell made site visits to look at some of their work and was very impressed. Mr. Braswell advised that the proposals for the statutes and the plaza will be on the July 12, 2021 agenda for approval.

4. Presentation of the Parks Bond Communication Plan

Mr. Dupont gave a brief history in regard to how the Park Bond Communication Plan was formed before introducing Michael Godwin, the City GIS Coordinator. Mr. Godwin presented the interactive website for the bond project that he created. He advised that it is live on the City website.

Mary Smith then came before the City Council to advise council of the public relations part of getting the bond information out to the public. She advised that all social media outlets will be used as well as signage and the newsletter.

ADJOURN

With no additional items for discussion, Mayor Hough entertained a motion to adjourn Councilwoman Pawlish made a motion to adjourn the June 28, 2021 Council Work Session Meeting. Councilman Moore seconded the motion. All Council Members present voted in favor. Mayor Pro Tem Shoemaker attended virtually and voted in the affirmative. (Motion carried)

The time was 7:16 p.m.

PRESENTATIONS

PUBLIC HEARINGS

MEMORANDUM

TO: Mayor and City Council, City of Mount Holly

FROM: Marie M. Anders, City Attorney

RE: 725 Elm Street (Old Water Plant) conveyance public hearing

DATE: July 8, 2021

At the June 28, 2021, work session, Council called a public hearing for the July 12, 2021, Council meeting on the question of conveying the property owned by the City located at 725 Elm St., to OMB Property Holdings LLC through private negotiations as economic development property under NCGS 158-7.1.

After the public hearing, if Council chooses to go forward with approving this conveyance, Council may adopt the proposed resolution that follows. Council may approve the proposed purchase and sale agreement, development agreement, and special warranty deed with restrictive covenants.



City of Mount Holly Action Agenda Item

To: Mayor and City Council Jonathan Wilson, Deputy Utilities From: Director/Project Manager	Date: July 7, 2021 Meeting Date: July 12, 2021
Agenda Item to be considered: Public Hearing on a Bond Order Authorizing the Issuance of \$13,555,000 General Obligation Parks and Recreation Bonds of the City of Mount Holly.	
Will this require a public hearing? ☒ YES ☐ NO	
Background/Purpose of Request : The City of Mount Holly must hold a Public Hearing on a Bond Order Authorizing the Issuance of \$13,555,000 General Obligation Parks and Recreation Bonds of the City of Mount Holly. On June 14, 2021, the City Council introduced said "Bond Order Authorizing the Issuance of \$13,555,000 General Obligation Parks and Recreation Bonds of the City of Mount Holly. Additionally, a notice of Public Hearing was advertised in the Gaston Gazette on July 5, 2021, with notice that the City Council would hold a public hearing thereon on July 12, 2021 at 7:00 p.m. The City Clerk also reports that there has been filed in her office a statement of debt complying with provisions of the Local Government Bond Act, and such statement as filed showed the net indebtedness of the City to be 2% of the assessed valuation of property in said City subject to taxation. It is important to note that the attached "script" for the public hearing is included with this agenda item but that City Council should not adopt the Bond Order. This action will take place under "New Business".	
Fiscal Impact:	
Will Item affect current budget	☐ YES ☐ NO ☒ N/A
Reviewed by Finance Director	☐ YES ☐ NO ☒ N/A
Preaudit Certification required	☐ YES ☐ NO ☒ N/A
Capital Project Ordinance required	☐ YES ☐ NO ☒ N/A
Budget Transfer required	☐ YES ☐ NO ☒ N/A
Total City Dollars:	\$
Budget Code	
Reviewed by City Attorney	☐ YES ☐ NO ☒ N/A
Manager/Staff Recommendation: Staff recommends that City Council open the Public Hearing regarding the Bond Order Authorizing the Issuance of \$13,555,000 of General Obligation Parks and Recreation Bonds of the City of Mount Holly; allow all persons the opportunity to anyone who wishes to be heard on the questions of validity of the General Obligation Parks and Recreation Bond Order and the advisability of issuing the General Obligation Parks and Recreation Bonds; and finally close the public hearing.	
Result of City Council Decision: 	
Attachments: 1. "Script" for the Public Hearing on a Bond Order Authorizing the Issuance of \$13,555,000 General Obligation Parks and Recreation Bonds of the City of Mount Holly.	

EXTRACTS FROM MINUTES OF CITY COUNCIL

* * *

A regular meeting of the City Council of the City of Mount Holly, North Carolina (the "*City Council*") was duly held in the Council Chambers of the Municipal Complex located at 400 East Central Avenue in Mount Holly, North Carolina, the regular place of meeting, at 7:00 p.m. on July 12, 2021:

Members Present:

Members Absent:

* * * * *
* * *

The City Clerk reported to the City Council that the bond order entitled, "**BOND ORDER AUTHORIZING THE ISSUANCE OF \$13,555,000 OF GENERAL OBLIGATION PARKS AND RECREATION BONDS OF THE CITY OF MOUNT HOLLY, NORTH CAROLINA,**" which was introduced at a meeting of the City Council on June 14, 2021, were published on July __, 2021, with notice that the City Council would hold a public hearing thereon on July 12, 2021 at 7:00 p.m. The City Clerk also reported that there had been filed in her office a statement of debt complying with provisions of the Local Government Bond Act, and such statement as filed showed the net indebtedness of the City to be 2% of the assessed valuation of property in said City subject to taxation.

At __:__ o'clock p.m., the Mayor announced that the City Council would hear anyone who wished to be heard on the questions of validity of the General Obligation Parks and Recreation Bond Order and the advisability of issuing the General Obligation Parks and Recreation Bonds.

After the City Council had heard all persons who requested to be heard in connection with the foregoing questions, Council Member _____ moved that the public hearing be closed. The motion was seconded by Council Member _____ and was unanimously adopted.

Council Member _____ moved that the City Council adopt, without change or amendment, and direct the City Clerk to publish a notice of adoption, as prescribed by The Local Government Bond Act, of the bond order entitled, "**BOND ORDER AUTHORIZING THE ISSUANCE OF \$13,555,000 OF GENERAL OBLIGATION PARKS AND RECREATION BONDS OF THE CITY OF MOUNT HOLLY, NORTH CAROLINA**" as introduced at the meeting of the City Council held on June 14, 2021. The motion was seconded by Council Member _____ and was unanimously adopted.

PASSED, ADOPTED AND APPROVED this 12th day of July, 2021.

OLD BUSINESS

NEW BUSINESS

MEMORANDUM

TO: Mayor and City Council, City of Mount Holly

FROM: Marie M. Anders, City Attorney

RE: 725 Elm Street (Old Water Plant) conveyance public hearing

DATE: July 8, 2021

At the June 28, 2021, work session, Council called a public hearing for the July 12, 2021, Council meeting on the question of conveying the property owned by the City located at 725 Elm St., to OMB Property Holdings LLC through private negotiations as economic development property under NCGS 158-7.1.

After the public hearing, if Council chooses to go forward with approving this conveyance, Council may adopt the proposed resolution that follows. Council may approve the proposed purchase and sale agreement, development agreement, and special warranty deed with restrictive covenants.

A RESOLUTION TO APPROVE THE CONVEYANCE OF 725 ELM ST., MOUNT HOLLY, NC, IN
ACCORDANCE WITH THE PROVISIONS OF NCGS 158-7.1

WHEREAS, the City Council of the City of Mount Holly ("Council") owns 725 Elm St., Mount Holly, NC, (hereinafter the "Property") and adopted a resolution to hold the Property for disposition as economic development property under NCGS 158-7.1 on March 22, 2021; and,

WHEREAS, the Council issued a Redevelopment Request for Proposals dated March 23, 2021, ("RFP") to develop the property for a restaurant, brewery, brewpub use, which may also include other commercial uses; and,

WHEREAS, the Council selected OMB Property Holdings LLC ("OMB") as the redeveloper based upon OMB's response to the RFP and proposal dated April 19, 2021; and,

WHEREAS, the Council held a public hearing on the question of approval of the conveyance of the Property to OMB pursuant to NCGS 158-7.1 on July 12, 2021, after 10 days' prior notice published in the Gaston Gazette on July 1, 2021; and,

WHEREAS, OMB proposes to acquire the Property to construct an approximately 5,000 square feet brewery restaurant and biergarten and an approximately 12,000 square feet brewery production support building; and,

WHEREAS, the probable average hourly wage to be paid to workers by the business to be located at the Property is \$17.79; and,

WHEREAS, the fair market value of the Property is believed to be \$350,000 without being subjected to any covenants, conditions, and restrictions; the fair market value of the Property is believed to be \$165,000 subject to the covenant of OMB to demolish the existing water treatment plant and related improvements; and the consideration to be paid by OMB to purchase the Property is \$200,000, which is not less than the fair market value of the Property subject to the covenants, conditions, and restrictions to be imposed upon the Property by the Council.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Mount Holly hereby accepts the proposal of OMB to purchase the Property for economic redevelopment under NCGS 158-7.1 pursuant to the terms and conditions in both the "Agreement for Purchase and Sale of Real Property" and the "Development Agreement" presented to Council at the June 28, 2021, regular Council meeting; hereby authorizes and directs the City Manager to sign the aforesaid "Agreement for Purchase and Sale of Real Property" and the "Development Agreement"; and further hereby authorizes and directs the Mayor of the City of Mount Holly to sign a deed to OMB in substantially the same form attached as an exhibit to the "Development Agreement" for the Property upon receipt of the purchase price.

This the 12th day of July, 2021.

CITY OF MOUNT HOLLY

By: _____
Bryan M. Hough, Mayor

Attest:

Amy Miller, City Clerk

**AGREEMENT FOR PURCHASE AND SALE
OF REAL PROPERTY**

THIS AGREEMENT, including any and all addenda attached hereto ("Agreement"), is by and between OMB PROPERTY HOLDINGS LLC, a North Carolina limited liability company ("Buyer"), and THE CITY OF MOUNT HOLLY, a North Carolina municipal corporation ("Seller").

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

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

(a) **"Property"** shall mean that certain property commonly known as 725 Elm St., Mount Holly, NC 28210 and legally described as all of the property in Deed Reference Book 702, Page 410, Book 248, Page 194, a portion of Book 238, Page 573, and a portion of Street Closing Order in Book 5042, Page 728, all to be found within the Gaston County Registry; consisting of approximately 2.06 acres, and as more fully described on **Exhibit A** attached hereto and incorporated herewith by reference together with all buildings and improvements thereon and all fixtures and appurtenances thereto. (For information purposes only, the tax parcel number of the Property is: 123513 and a portion of 123347)

(b) **"Purchase Price"** shall mean the sum of Two Hundred Thousand and No/100 DOLLARS (\$200,000.00), *payable on the following terms:*

(i) **"Earnest Money"** shall mean Ten Thousand and No/100 DOLLARS (\$10,000.00).

Upon this Agreement becoming a contract in accordance with Section 14, the Earnest Money shall be promptly deposited in escrow with the Escrow Agent, to be applied as part payment of the Purchase Price of the Property at Closing, or disbursed as agreed upon under the provisions of Section 10 herein.

(ii) **"Cash, balance of Purchase Price,"** at Closing in the amount of One Hundred Ninety Thousand and No/100 DOLLARS (\$190,000.00).

(c) **"Closing"** shall mean the date and time of recording of the deed. Closing shall occur on or before thirty (30) days after the expiration of the Examination Period.

(d) **"Contract Date"** means the date this Agreement has been fully executed by both Buyer and Seller.

(e) **"Examination Period"** shall mean the period beginning on the Contract Date and extending through ninety (90) days after the Contract Date.

(f) **"Escrow Agent"** shall mean Culp Elliott & Carpenter, PLLC.

(g) **"Seller's Notice Address"** shall be

Miles Braswell, City Manager
400 East Central Ave.
Mount Holly, NC 28120
Email: miles.braswell@mtholly.us

except as same may be changed pursuant to Section 12.

(h) **"Buyer's Notice Address"** shall be

OMB Property Holdings, LLC
4210 Yancey Road
Charlotte, NC 28217-1738
Attention: John Marrino
Email: jam@oldemeckbrew.com

except as same may be changed pursuant to Section 12.

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

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

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

Each party shall pay its own attorney's fees.

Section 4. Deliveries: Seller shall deliver to Buyer within five (5) days after the Contract Date copies of all information relating to the Property in possession of or available to Seller, including but not limited to: title insurance policies, surveys, environmental reports, soil reports, and copies of all presently effective warranties or service contracts related to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agent and attorneys and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's

00103245

title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys. If Buyer does not consummate the closing for any reason other than Seller default, then Buyer shall return to Seller all materials delivered by Seller to Buyer pursuant to this Section (or Section 7, if applicable), if any.

Section 5. Evidence of Title: Seller agrees to convey fee simple marketable and insurable title to the Property free and clear of all liens, encumbrances and defects of title other than: zoning ordinances affecting the Property and matters of record existing at the Contract Date that are not objected to by Buyer prior to the end of the Examination Period ("Permitted Exceptions"); provided that Seller shall be required to satisfy, at or prior to Closing, any encumbrances that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages or statutory liens. Seller shall not enter into or record any instrument that affects the Property (or any personal property listed on **Exhibit A**) after the Contract Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

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

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

(b) **Same Condition:** If the Property is not in substantially the same condition at Closing as of the date of the offer, reasonable wear and tear excepted, then the Buyer may (i) terminate this Agreement and receive a return of the Earnest Money or (ii) proceed to Closing whereupon Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property.

(c) **Inspections:** Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, performing soil boring, water sampling and other testing, environmental inspections, and surveying the Property. Upon Seller's request, Buyer shall provide to Seller evidence of general liability insurance. Buyer shall also have a right to review and inspect all contracts or other agreements

00103245

Buyer Initials _____ Seller Initials _____

affecting or related directly to the Property and shall be entitled to review such books and records of Seller that relate directly to the operation and maintenance of the Property, provided, however, that Buyer shall not disclose any information regarding this Property (or any tenant therein) unless required by law and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Buyer shall obtain their agreement to maintain such confidentiality. Buyer assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under this Section and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Buyer shall survive the closing or earlier termination of this Agreement. Except as provided in Section 6(a) above, Buyer shall have from the Contract Date through the end of the Examination Period to perform the above inspections, examinations and testing. **IF BUYER CHOOSES NOT TO PURCHASE THE PROPERTY, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO SELLER THEREOF PRIOR TO THE EXPIRATION OF THE EXAMINATION PERIOD, THEN THIS AGREEMENT SHALL TERMINATE, AND BUYER SHALL RECEIVE A RETURN OF THE EARNEST MONEY.**

(d) **Development Agreement:** During the Examination Period, Buyer and Seller shall work together to negotiate and agree upon a final development agreement (the "Development Agreement") based on the Seller's Redevelopment Request for Proposals dated March 23, 2021, and Buyer's Proposal dated April 19, 2021. Buyer's and Seller's obligations under this Agreement are expressly conditioned upon execution of the final approved Development Agreement at or before Closing.

Section 7. Leases:

Seller affirmatively represents and warrants that there are no leases affecting the Property.

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

00103245

Buyer Initials _____ Seller Initials _____

Compensation and Liability Act of 1980 (42 U.S.C. §9601). Seller has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts.

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

Section 10. Default and Remedies:

(a) **Seller Default:** In the event Seller defaults or fails to perform any of the conditions or obligations of Seller under this Agreement or in the event any of the representations and warranties contained herein are not true and correct as of the date hereof and as of the Closing Date, Buyer shall have the right to: terminate this Agreement by giving written notice to Seller and receive an immediate refund of any Earnest Money deposits and, as damages, all out of pocket actual verifiable costs and expenses incurred by Buyer in connection with this Agreement and/or the intended development of the Property, up to the sum of \$10,000, in which event neither party shall have any further liability to the other.

(b) **Buyer Default:** In the event of a default or breach by Buyer of any of the covenants or conditions or obligations of Buyer under this Agreement, Seller's sole and exclusive remedy shall be to receive payment of any Earnest Money deposits, actual damages being difficult if not impossible to ascertain and the parties having made a bona fide effort to estimate Seller's damages. Upon such payment to Seller of the Earnest Money deposit, the Agreement shall be deemed terminated and, upon such termination, neither party shall have any continuing liability or obligation of any kind to the other, except as expressly stated otherwise herein in Section 6(c) and 22.

(c) It is agreed that neither party shall have any right to seek punitive or consequential damages against the other and that the sole and only remedies of the parties with respect to a default prior to Closing are set forth in this Section entitled "Defaults and Remedies." In the event of a default by the parties which survives Closing, the non-defaulting party shall be entitled to seek legal, compensatory, and equitable remedies, but no right to seek punitive or consequential damages.

Section 11. Closing: At Closing, Seller shall deliver to Buyer a special warranty deed and other documents customarily executed or delivered by a seller in similar transactions, including without limitation, a bill of sale for any personal property associated with the Property, an owner's affidavit, lien waiver forms and a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act), and Buyer shall pay to Seller the Purchase Price. At Closing, the Earnest Money shall be applied as part of the Purchase Price. The Closing shall be conducted by Buyer's attorney or title company or handled in such other manner as the parties hereto may mutually agree in writing.

Possession shall be delivered at Closing, unless otherwise agreed herein. The Purchase Price and other funds to be disbursed pursuant to this Agreement shall not be disbursed until Closing has taken place. The deed, Development Agreement, or other instrument to be recorded at Closing will contain various use and other restrictions, as more particularly described in the Development Agreement, which will be recorded against the Property and run with title to the land.

Section 12. Notices: Notices given pursuant to this Agreement will be effective only if in writing and delivered (i) in person, (ii) by courier, (iii) by reputable overnight courier guaranteeing next business day delivery, (iv) if sent on a business day during the business hours of 9:00 a.m. until 7:00 p.m., Eastern time, via E-mail, with delivery confirmed, or (v) by United States certified mail, return receipt requested. All notices will be directed to the other Party at its address provided in Section 1(g) as to Seller and in Section 1(h) as to Buyer, or such other address as either Party may designate by notice given in accordance with this Section 12. Notices will be effective (i) in the case of personal delivery or courier delivery, on the date of delivery, (ii) if by overnight courier, on the day deposited with all delivery charges prepaid, (iii) if by E-mail, on the date of transmission, and (iv) in the case of certified mail, the earlier of the date receipt is acknowledged on the return receipt for such notice or five (5) business days after the date of posting by the United States Post Office.

Section 13. Entire Agreement: This agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto.

Section 14. Enforceability: This Agreement shall become a contract when signed by both Buyer and Seller and such signing is communicated to both parties; it being expressly agreed that the notice described in Section 12 is not required for effective communication for the purposes of this Section. PDF, DocuSign, and other electronic signature formats shall have the same force and effect as original signatures. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives.

Section 15. Adverse Information and Compliance with Laws:

(a) **Seller Knowledge:** Seller has no actual knowledge of: (i) condemnation(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against the Property; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; or (iv) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments.

Seller shall pay all owners' association assessments and all governmental assessments confirmed as of the time of Closing, if any, and Buyer shall take title subject to all pending assessments.

(b) **Compliance:** To Seller's actual knowledge: (i) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (ii) performance of the Agreement will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (iii) there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceeding.

Section 16. Survival of Representations and Warranties: All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing for a period of six (6) months after Closing, with the exception of the warranties contained within the special warranty deed. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Agreement.

Section 17. Applicable Law: This Agreement shall be construed under the laws of the state in which the Property is located.

Section 18. Assignment: This Agreement is freely assignable by Buyer only to a related party or affiliate of Buyer that is controlled by Buyer or the owners of Buyer.

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

Section 20. Memorandum of Contract: Intentionally removed.

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

Section 22. Brokers: Except as expressly provided herein, Buyer and Seller agree to indemnify and hold each other harmless from any and all claims of brokers, consultants or real estate agents by, through or under the indemnifying party for fees or commissions arising out of the sale of the Property to Buyer. Buyer and Seller represent and warrant to each other that they have not employed nor engaged any brokers, consultants or real

estate agents to be involved in this transaction, except that Seller has employed Sam Kline of Coldwell Banker MECA.

Section 23. Condemnation: If any authority having the right of eminent domain shall commence negotiations with Seller or shall commence legal action against Seller for the damages, taking or acquiring of all or any part of the Property, either temporarily or permanently, by condemnation or by exercise of the right of eminent domain, Seller shall immediately give notice of the same to Buyer. Upon the occurrence of any of the foregoing events, Buyer shall have the right, at its option, to terminate this Agreement by giving notice thereof to Seller on or before Closing, in which event Buyer shall be released of all further obligations hereunder and Buyer's Earnest Money and any other deposit(s) made by Buyer together with any interest earned thereon shall be returned to Buyer. If Buyer does not so terminate this Agreement, the Purchase Price for the Property shall be reduced by the total of any awards, settlement proceeds or other proceeds received by Seller prior to Closing with respect to any damage or taking. At the Closing, Seller shall assign to Buyer all rights of Seller in and to any future awards, settlement proceeds or other proceeds that are payable on or after Closing. The risk of condemnation or eminent domain shall be borne by Seller until Closing. In the event of any negotiations with any authority regarding the payment of any awards or other sums or regarding any settlement on account of any damages, taking or acquiring through condemnation or eminent domain, Seller will inform Buyer of all such negotiations of which Seller has notice and will permit Buyer to take part therein.

Section 24. AS IS. Buyer acknowledges that, except for the express representations, warranties, covenants, and agreements of Seller set forth in this Agreement and in any documents delivered by Seller at Closing, Buyer is not relying on any representations of Seller and will make its decision to purchase the Property based on its own inspection and review of the Property. Except as otherwise provided herein or in any documents delivered by Seller at Closing to the contrary (including Seller's specific covenants, representations and warranties), Buyer agrees to accept the physical condition of the Property "as is", "where is", "with all faults", and without express or implied warranties of any nature whatsoever. The warranties being disclaimed include, without limitation, implied warranties of merchantability, habitability, tenantability and fitness for a particular purpose.

Section 25. For the purposes of this Agreement, whenever the phrases "to Seller's actual knowledge," or the "knowledge" of Seller or words of similar import are used, they shall be deemed to refer to the current, actual, conscious knowledge only, and not any implied, imputed or constructive knowledge, without any independent investigation having been made or any implied duty to investigate, of Miles Braswell, Seller's City Manager. Such individual shall have no personal liability hereunder.

BUYER:

OMB PROPERTY HOLDINGS LLC

By: _____

Name: John A. MarrinoTitle: Manager

Date: _____

SELLER:

The City of Mount Holly

By: _____

Name: _____

Title: _____

Date: _____

1194249

The undersigned hereby acknowledges receipt of the Earnest Money set forth herein and agrees to hold said Earnest Money in accordance with the terms hereof.

(Name of Firm)

Date: _____

By: _____

1194249

EXHIBIT A
Legal Description of Property

TRACT ONE:

All that certain lot, plot or parcel of land lying and being in the Town of Mount Holly, Gaston County, State of North Carolina, further bounded and described as follows:

BEGINNING at a point in the center line of the right-of-way of the Piedmont and Northern Railroad (spur line to Mountain Island) where said center line of P. and N. right-of-way is intersected by a line drawn parallel with and always distant 175 feet Northerly from the Northerly line of Third Street as said Third Street is shown and laid down on map entitled "Plan of Mount Holly Improvement Company," Gaston County, North Carolina, dated 1884. And running from said point or place of beginning on a line drawn parallel with and always distant 175 feet Northerly from the Northerly line of Third Street and bearing North 88 degrees 30 minutes East 249 feet to an iron pipe set in the ground; thence at right angles to the preceding course North 1 degree 30 minutes West 208.6 feet to the Southerly line of Dutchmans Creek; thence Northwesterly along the Southerly line of Dutchmans Creek 18 feet, more or less, to its intersection with a line drawn parallel with and always distant 225 feet Northerly from the first described course; thence along said line parallel with first described course South 88 degrees 30 minutes West 204.2 feet to the center line of the right-of-way of the P. and N. Railroad. This course being parallel with and always distant 225 feet Northerly from the first described course. Thence Southerly along the said center line of the P & N. Railroad right-of-way 242 feet be the same more or less to the point or place of BEGINNING. The plot or parcel of land so described containing 1.375 acres, and as outlined in red on entitled "Map of land to be acquired for a Water Purification Plant, Mount Holly, North Carolina," made by the Carolina Engineering Company, Civil and Sanitary Engineers, by Roy P. Bishop C. E., and dated October 24th, 1924.

Deed reference: Book 248, Page 194

TRACT TWO:

BEGINNING at a stake in the dividing line between the land of Duke Power Company (now or formerly) and the land of the Town of Mount Holly (now or formerly), which stake is located S. 88-30 W. 14.8 feet from an iron pipe, a corner of the land of the Town of Mount Holly, and runs thence S. 18-00 W. 16.1 feet to a stake; thence S. 19-13 W. with the right of way limit of Duke Power Company's 44 KV line 199 feet to a concrete monument; thence N. 87-11 W. 168.9 feet to a concrete monument, same course 6 feet, total distance 174.9 feet to the right of way limit of P & N Railway; thence with the right of way limit of said P & N Railway in the northerly direction 188.1 feet to a stake; thence N. 88-30 E 233.6 feet to the point of BEGINNING, containing 0.96 acre, being shown on print Catawba File No. 330 dated May 3, 1957, revised May 13, 1957, a copy of which is recorded in Deed Book 702, Page 410, Gaston County Public Registry.

00103245

Buyer Initials _____ Seller Initials _____

Subject to the easement reserved to Duke Power Company to construct, maintain, and inspect a transmission line recorded in Deed Book 702, Page 410, Gaston County Public Registry.

Deed reference: Book 702, Page 410 (First Tract)

TRACT THREE:

BEGINNING at a concrete monument in the dividing line between the land of Duke Power Company (now or formerly) and the land of the Town of Mount Holly (now or formerly), which concrete monument is located N. 1-30 W. 41.9 feet from an iron pipe, a corner of the land of the Town of Mount Holly, and thence with the line of the land of the Town of Mount Holly N. 1-30 W. 150 feet to the edge of Dutchman Creek; thence with the edge of said Creek in a southeasterly direction 60 feet to a concrete monument located 82 feet west of Duke Power Company's transmission line; thence parallel to and 82 feet from said transmission line S. 18-00 W. 111 feet to the point of BEGINNING, containing 0.06 acre, more or less, and being shown on print attached to Deed Book 702, Page 410, Gaston County Public Registry.

Subject to the backponding easement reserved to Duke Power Company recorded in Deed Book 702, Page 410, Gaston County Public Registry.

Deed reference: Book 702, Page 410 (Second Tract)

ADDITIONAL CONVEYANCE BY QUITCLAIM:

In addition, Grantor further does hereby quitclaim, remise and release unto the Grantee any and all interest Grantor may have in those certain lots or parcels of land described below, provided that such conveyance is made without any representation or warranty, express or implied, as to the legal description of the properties contained below or the status of title thereto:

All right, title, and interest Grantor acquired by operation of law pursuant to NCGS 160A-299 by that Street Closing Order recorded in Book 5042, Page 728, on May 17, 2019, in the Gaston County Public Registry, or Grantor may have otherwise acquired to: (1) the eastern ½ of the former right of way for Nassau Place running from the northerly line of Third Street and continuing to centerline of the right of way for the P & N Railroad; (2) the southern ½ of the former right of way for Second Street running from its intersection with the centerline of the right of way for the P & N Railroad and continuing in an easterly direction to the southern edge of Dutchmans Creek; (3) the northern ½ of the former right of way for Third Street running from the eastern line of Nassau Place and continuing in an easterly direction to a line extending due south from the adjacent southeastern corner of Tract Two above; (4) the land within the eastern ½ of the right of way for the P & N Railroad running from the northerly line of Third Street and

continuing in a northerly direction to the southerly line of the former right of way for Second Street; and (5) the land bounded by the centerline of the former right of way for Second Street on the south, the centerline of the right of way for the P & N railroad to the northwest, and the southern edge of Dutchman's Creek to the northeast.

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is made and entered into as of _____, 2021, between OMB PROPERTY HOLDINGS LLC, a North Carolina limited liability company ("Developer"), and the CITY OF MOUNT HOLLY, NORTH CAROLINA, a public body corporate and politic ("City") (Developer and City are sometimes referred to in this Agreement collectively as the "Parties" and singularly as a "Party").

ARTICLE I: RECITALS

1.1 City is the owner in fee simple of approximately 2.06 acres of real property formerly a water treatment plant, located at 725 Elm Street in the River Street area of Mount Holly (the "Property") as described on Exhibit A attached and incorporated into this Agreement.

1.2 City issued a Redevelopment Request for Proposals dated March 23, 2021 ("RFP") to develop the Property for a restaurant, brewery, brewpub use, which may also include other commercial use and limited multifamily components. The RFP is incorporated into this Agreement by reference.

1.3 Developer was selected by City as the development partner for the Property based on Developer's response to the RFP and proposal dated April 19, 2021 (the "Proposal"). The Proposal is hereby incorporated into this Agreement by reference.

1.4 Intentionally deleted.

1.5 Developer intends to develop the Property to comprise the following improvements, to be developed by Developer: (i) construction of an approximately 5,000 square feet brewery restaurant and biergarten and (ii) construction of an approximately 12,000 square feet brewery production support building (such improvements collectively constituting the "Project").

1.6 City intends to sell and convey fee simple title to the Property for a price of \$200,000.00 pursuant to that certain Agreement for Purchase and Sale of Real Property dated _____, 2021 entered into by and between Developer and City (the "Purchase Agreement"), which is incorporated herein by reference, in its AS-IS, WHERE-IS condition and without any representation or warranty other than those set forth expressly in this Agreement, and the Purchase Agreement, and the warranties of title in the "Special Warranty Deed" from City to Developer, the form of which is attached hereto as Exhibit C, together with all rights, privileges and easements appurtenant to the Property, to Developer to redevelop the Property in accordance with this Agreement and to improve the economic development of the community.

1.7 The purpose of this Agreement is to facilitate the development and construction of the Project in a way that results most effectively in the public benefits

intended for the City and the private benefits intended for the Developer. The development and construction of the Project requires a major investment by the Developer in facilities and on-site improvements, and substantial commitment of public and private resources to achieve the benefits of the Project for Developer and City.

1.8 The general benefits to be received by City from the implementation of the Project development include, without limitation:

a) Realization and implementation of the development of the Project for a brewery restaurant and biergarten pursuant to the "Development Plan" (defined below and attached and incorporated into this Agreement as Exhibit B) for the Project within walking distance of Historic Downtown Mount Holly;

b) Establishment of a catalyst to energize development of the gateway into downtown Mount Holly and Gaston County as one enters from Charlotte and Mecklenburg County from the east on NC Highway 27 with an integrated site plan and design elements and architecture that contribute to the revitalization of the River Street Park neighborhood in Mount Holly;

c) Removal of the old water treatment plant, garage, underground cisterns, and related facilities by Developer for the benefit of the City.

1.9 The general benefits to be received by Developer from the development include without limitation, integration of site plans, design elements including the branding of the Project land uses, architecture, site engineering, landscape and architecture for the development of the Property on a waterfront location with a potentially expanding market for customers.

1.10 In exchange for these benefits to City and Developer, City and Developer desire to proceed with the Project in accordance with the terms and conditions contained in this Agreement, subject to any amendments to this Agreement made in accordance with this Agreement.

1.11 The City Council of the City of Mount Holly ("City Council") conducted a public hearing pursuant to NCGS 158-7.1(d) on _____, after 10 days' prior notice published in the Gaston Gazette on _____, to consider the approval of this Agreement. The published notice of such public hearing described the interest to be conveyed, the value of the interest, the proposed consideration for the conveyance, the City Council's intention to approve the conveyance, and all other information required by NCGS 158-7.1(d) for a conveyance of interests in real property pursuant to that section.

1.12 On _____, the City Council made all determinations required by NCGS 158-7.1(d), including the probable average hourly wage to be paid to workers by the business to be located at the property to be conveyed and the fair market value of

the interest, subject to whatever covenants, conditions, and restrictions the City proposes to subject it to, and authorized the entry of the City into this Agreement.

NOW, THEREFORE, based upon the terms and conditions set forth in this Agreement and in consideration of the mutual promises and assurances provided in this Agreement, City and Developer hereby agree to the Recitals as stated above and the terms as follows:

ARTICLE II: TERMS

2.1 Purchase of Property. Subject to the terms of this Agreement and the satisfaction of the conditions precedent contained in this Agreement, the City will convey the Property to Developer (or one or more entities approved by City within the control of the same principals as those of the Developer as designated by Developer prior to Closing to purchase the Property, and such entities, whether one or more, are hereinafter referred to as "Developer") as the site of the Project and Developer will pay to City the value of the Property as determined by the City Council in the aggregate combined amount of Two Hundred Thousand Dollars (\$200,000.00) (the "Purchase Price"). The Purchase Price shall be paid by Developer to City at Closing in accordance with the terms of the Purchase Agreement.

2.2 Performance of Governmental Functions. The terms of this Agreement regarding the design and construction of the Project and the role of City in the Project are independent of any obligations binding upon City or Developer pursuant to applicable laws and ordinances. In no event will any approvals given by City pursuant to the terms of this Agreement constitute the performance by City of any review or issuance of any permits, approvals or licenses that it is obligated to conduct or consider pursuant to any law, or ordinance or both. Nothing in this Agreement or any approvals or consents by City in connection with this Agreement will in any way stop, limit or impair City from exercising or performing any regulatory, policing or other governmental function with respect to either Party, including, but not limited to, the review, approval and issuance by City of applications, approvals, permits and licenses regarding the Project pursuant to any law, or ordinance or both. City will, to the extent reasonably appropriate and permitted by applicable laws and ordinances, facilitate Developer's submissions, requests and applications pursuant to the applicable laws and ordinances governing the Project; provided Developer's submissions, requests and applications are complete and include all necessary fees and are otherwise compliant with applicable laws and ordinances.

2.3 Property Documents. The City represents to Developer that City has delivered all the following documents and information regarding the Property to Developer in the City's possession (collectively, the "Property Documents"):

- a) All boundary or other physical surveys;
- b) All title insurance policies with copies of exceptions; and

- c) All environmental site assessments and related documents.

City makes no representation or warranty regarding the currency or accuracy of any of the Property Documents. Developer acknowledges that its receipt of the Property Documents does not in any way relieve Developer from conducting such surveying, title examination, architectural, engineering, environmental, topographical, geological, soil, developmental, inspections and other due diligence reasonably sufficient to determine the condition of the Property (collectively, the "Inspections").

2.4 Schedule of Development. The Development Plan attached hereto as Exhibit B has been approved by City Council. Material modifications to the Development Plan are subject to City Council and regulatory approval. Developer shall close on any construction financing it intends to secure for the development of the Property within twelve (12) months of the Closing, pursuant to paragraph 2.7 below, or in the alternative present documentation to the City Manager within twelve (12) months of the Closing that it has secured sufficient equity to complete the Project in accordance with this Agreement. Developer shall complete the demolition of the old water treatment plant and related facilities on the Property and shall diligently pursue substantial completion of the development of the Property within thirty-six (36) months of Closing, as evidenced by an issuance of a final certificate of occupancy, in compliance with the Development Plan. Developer shall cause its related entity, The Olde Mecklenburg Brewery LLC ("OMB"), to hold a grand opening of the proposed brewery restaurant and biergarten pursuant to the Development Plan ("Grand Opening") within six (6) months of issuance of the final certificate of occupancy. Developer shall be entitled to a reasonable extension of these development time lines should the Developer be delayed by events beyond the Developer's reasonable control, which City shall grant in its reasonable discretion for good cause shown.

The Parties agree that a material inducement to City for conveying the Property to Developer is Developer's commitment to operate a vibrant enterprise within the Property, bringing in a steady and continuous flow of patrons, thereby giving greater exposure to the gateway into the historical downtown of the City. Therefore, the Parties agree that for a period of thirty-six (36) months after the Grand Opening ("Restriction Period"), OMB shall not abandon or vacate the Property, nor shall Developer change the uses of the Property from the uses outlined in the Development Plan, but OMB shall continuously, throughout the term of the Restriction Period, in good faith conduct and carry on, for at least thirty (30) hours per week (the "Required Occupancy"), the brewery restaurant and biergarten, and shall provide personnel, equipment, and furnishings commensurate with such uses. The Required Occupancy shall be reduced for reasonable periods of time when Developer or OMB cannot conduct the brewery restaurant and biergarten within the Property as a result of Force Majeure, state of emergency declarations, casualty, condemnation or closures due to interruptions of utilities or services as a result of acts, negligence or omission of City or City's agents, invitees, employees, representatives or contractors. The Required Occupancy shall likewise be reduced for closures due to (or in connection with) Federal or North Carolina recognized holidays. Any closures resulting in non-compliance with the Required Occupancy that

are caused by or related to inventory purposes, alterations, repairs, cleaning, maintenance, upfitting, reconfigurations and/or remodeling in or to the Property, shall be limited to no more than an aggregate of sixty (60) days in the Restriction Period for any and all of said closures.

Developer shall develop the Project at its sole expense in accordance with the Development Plan generally consistent with the character of the existing Olde Mecklenburg Brewery located on Yancey Road in Charlotte, North Carolina, and shall conform to the terms of the Development Plan and the City's zoning ordinance. Developer shall administer all aspects of the development of the Project subject to all applicable laws, rules and regulations, including the code requirements of the City. Developer will, during the design process or design phase of the development of the Project, develop and implement a design review process that will provide City and its professional staff the right to review and approve, or suggest reasonable modifications to the construction plans, drawings, and specifications. Developer shall provide a final copy of all construction plans and specifications as well as all written change orders that materially change the aesthetics or integrity of the buildings or that change the costs of the Project by more than \$100,000 to the City Manager or his designee for his approval. If the City Manager or his designee does not approve the same within 10 business days of receipt, they shall be deemed approved. Developer shall provide a copy of all non-material written change orders to the City Manager or his designee so that at all times the City has the current plans and specifications on file. The City acknowledges that Developer will have control over the stylistic components of the Project and that it will not reject the construction plans, drawings and specifications, or change orders to same, for stylistic reasons. Thereafter, Developer will perform the work of the Project consistent with the terms and conditions described herein and otherwise in accordance with the terms and conditions of such construction plans and specifications approved by the City (the "Approved Plans and Construction Documents.") Developer shall hold regularly scheduled meetings, in accordance with the construction schedule, to update City on Developer's progress of the Project. Developer shall conduct scheduled meetings on a regular basis to keep the City apprised of the progress of development of the Project. The meetings shall include the Developer, City representatives, the specialty consultants, and other interested parties.

The City, together with its duly authorized agents and employees, may inspect and monitor the Project and the work performed on the Project at any time with prior notice to Developer; provided that the City, and its duly authorized agents and employees shall follow Developer's reasonable safety regulations.

2.5 Development Standards.

a) Developer shall perform the work in accordance with the standard of care and expertise normally employed by development firms, consultants and contractors performing similar services in metropolitan areas in North Carolina, and all duties under this Agreement shall be measured and interpreted in accordance with such standard of performance.

b) Developer covenants with City that the materials and equipment furnished in accordance with this Agreement will be of good quality, that the work will be free from material defects, and that the work will substantially conform with the requirements of the Development Plan.

c) Developer covenants that neither it nor its affiliates shall file a mechanic's lien, materialmen's lien, or other lien against any assets of City, and hereby waives and releases any right it may have or may hereafter acquire to file a lien against any assets of City. Developer shall indemnify and hold harmless City from any losses, damages, and liabilities, to the City as a result of a breach of this provision.

d) Developer shall pay all fees levied by the City in accordance with its Fee Schedule as amended from time to time or any other governmental entity, including, but not limited to, all tap fees, water & sewer fees, and permit fees levied by any other governmental entity. Developer shall plan for all utility services required for the Project and negotiate all necessary agreements with the appropriate municipal authorities and utility companies related to access, utilities, zoning and other design and construction elements pertaining to the Project. Developer shall obtain and pay for all construction related permits and all certificates of occupancy. City shall cooperate with Developer as is reasonably requested by Developer to obtain such approvals, permits, rezoning and certificates of occupancy.

e) Developer shall apply for and maintain in full force and effect any and all governmental permits and approvals required for the lawful construction of the Project and comply with all the terms and conditions applicable to the Project contained in any governmental permit or approval required or obtained for the lawful construction of the Project, or in any insurance policy affecting or covering the Project.

2.6 Ownership of Development Plans; N.C. Public Records Act. If the Project is not constructed (and provided that Developer is not in default), then Developer will retain ownership of the preliminary plans, the Development Plan and other design and construction work product relating to the Project in accordance with this Agreement; provided, however, City shall have the right to acquire the preliminary plans, the Development Plan and all other design and construction work product relating to the Project for an amount equal to out of pocket costs incurred by Developer in connection therewith in the event the Project is terminated for any reason before or after the Closing. Developer acknowledges that its submissions to City pursuant to this Agreement are "Public Records" subject to the North Carolina Public Records Act, N.C.G.S. § 132-1 et seq. (the "Act"), except to the extent excluded from the disclosure requirements of the Act pursuant to N.C.G.S. § 132-1.2.

2.7 Construction Loan. Developer shall close, within twelve (12) months of purchasing the Property, on a construction loan ("Construction Loan"), or other financing reasonably approved by the City Manager in accordance with the standards provided in Section 4.7 of this Agreement that allows periodic withdrawals based upon completion of

the work in furtherance of the Project. In the alternative, Developer shall present documentation to the City Manager within twelve (12) months of the Closing that it has secured sufficient equity to complete the Project in accordance with this Agreement. City agrees that all terms, conditions, and requirements of this Development Agreement are subordinate to the Construction Loan with the exception of the City's Option to Repurchase in paragraph 2.10 below, which City expressly reserves in the event of foreclosure. In the event that Developer can demonstrate to the City that Developer is unable to receive a construction loan as aforesaid due to the terms of this Development Agreement, the Parties agree to negotiate in good faith to revise this Development Agreement as necessary to be acceptable to the Parties and the construction lender, but such an event does not extend or waive the Developer's responsibility to secure a construction loan, other financing, or equity financing within twelve (12) months of purchasing the Property pursuant to this section.

2.8 No Liens on Property. Until the Project is complete and a final certificate of occupancy is issued, Developer shall not permit, suffer, or allow any mortgage, loan, or other lien whatsoever to be held by any mortgagee or other lien holder against the Property and will not enter or be a party to any type of financing, transaction, or other relationship that would result in a lien against the Property except in the case of the Construction Loan, or a permanent loan that refinances the Construction Loan and which does not exceed the repurchase price set forth in paragraph 2.10 below.

2.9 No Transfer of Property or Assignment. Until the Project is complete, a final certificate of occupancy is issued, and the Restriction Period has ended, Developer shall not sell or transfer all or any part of the Property or any interest in the Property nor shall Developer assign or transfer this Agreement or delegate any of its obligations or duties under this Agreement, except as provided herein. A sale or transfer means the conveyance of the Property or any right, title, or interest in the Property. If Developer is a corporation, partnership, or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests, or limited liability company interests, as the case may be, of Developer (except for a transfer upon death of a member of Developer or for estate planning purposes).

- a) Developer may freely transfer or assign to entities within the control of the same principals as those of the Developer for the purposes of financing or other legal, tax or business matters. Furthermore, it is expressly agreed that Developer may acquire portions of the Property from City at Closing in one or more separate entities within the control of the same principals as those of the Developer. In addition, Developer and its transferees and assignees may freely transfer voting stock, partnership interests, or limited liability company interests, as the case may be, of Developer between or among the current principals of Developer as of the date of this Agreement.
- b) Should Developer intend to transfer the Property or assign this Agreement within the Restricted Period other than as aforesaid, then Developer shall deliver written notice thereof to City at least sixty (60) days prior to the

proposed transfer or assignment setting forth the particulars of such transfer or assignment, including the name of the transferee and/or assignee, the relationship between the Developer and the transferee/assignee, the proposed uses of the Property by transferee/assignee, and a statement by transferee/assignee agreeing to abide by the terms and conditions of this Agreement. The proposed transfer or assignment shall be subject to review and approval by the City Council, which will carefully consider all aspects of the notice and may give or withhold its approval in accordance with the standards provided in Section 4.7 of this Agreement.

- c) No transfer or assignment, with or without the consent of City, shall be effective unless each transferee or assignee shall assume and agree to perform and observe all the covenants and agreements of Developer being assigned, including the posting of a financial guarantee pursuant to paragraph 2.12 below.
- d) City may not assign, transfer or delegate its rights, duties and obligations under this Agreement without the consent of Developer in its reasonable discretion (which consent shall not be unreasonably withheld or delayed) to any purchaser of the Property who assumes and agrees to perform and observe all the covenants and agreements of City being assigned thereby. No such assignment, with or without the consent of Developer, shall be effective unless each such assignee shall assume and agree to perform and observe all the covenants and agreements of City being assigned thereby. In the event of any assignment of the interest of City under this Agreement, City shall be released and relieved of all liability for the performance and observance of all covenants and agreements of City's covenants and agreements under this Agreement so assigned.

2.10 City Option to Repurchase. In the event of a material violation of any material term, provision, condition, covenant, or requirement of the Special Warranty Deed or this Agreement that Developer fails to cure during the applicable cure period, including any voluntary or involuntary transfer of the Property without the consent of City as outlined above, City shall have an option to repurchase the Property by providing written notice to Developer or its successor in title within one hundred eighty (180) days from the lapse of the applicable cure period. If the City elects to repurchase the Property pursuant to this Section, then the repurchase price shall be the original purchase price paid by the Developer to the City plus any verified and documented amount that has been drawn down by the Developer on the Construction Loan and utilized in furtherance of the Project in accordance with the Approved Plans and Construction Documents, plus any other documented and verifiable costs of materials and labor not paid from the Construction Loan that were used by Developer in furtherance of the Project in accordance with the Approved Plans and Construction Documents and that are accepted and approved by the City Manager of Mount Holly. The repurchase price shall not include any sums spent in furtherance of the Project from any financial guarantee provided to the City pursuant to paragraph 2.12 below, unless Developer presents

documentation to the City that Developer has repaid such sums to the bank or insurance company. The City shall receive a credit towards the repurchase price for any sums incurred by the City associated with Developer's default and not covered by the aforesaid financial guarantee, including but not limited to design, engineering, and architectural fees, and attorney's fees. The repurchase price shall be applied first to the Construction Loan and to any liens and encumbrances on the title to the Property necessary so that Developer or its successor in title can reconvey unencumbered fee simple title to City, and any remaining balance shall be paid to Developer or its successor in title. This option shall be binding upon Developer and its administrators, successors, and assigns.

Upon repurchase, the City shall have the rights of Developer to enforce all vendor or other third party warranties made to Developer during the design and construction of the Project.

2.11 Removal of Existing Water Treatment Plant. Developer shall, at its sole cost and expense, remove the former water treatment plant and related improvements located on the Property as part of its completion of the Project in full compliance with all applicable state and federal regulations.

2.12 Financial guarantee. At closing, Developer shall provide City a financial guarantee of the performance of the demolition of the former water treatment plant and related improvements and the construction of the warehouse shell, commissary shell, and restaurant shell as described in the OMBPH Shell Construction Cost Budget (collectively, the demolition and construction of the shell improvements as aforesaid are hereafter referred to as "Shell Improvements", and for avoidance of doubt exclude the land acquisition cost and tenant upfit costs) as shown on the Development Plan attached hereto as Exhibit B. Such financial guarantee shall be in the form of an evergreen letter of credit or payment and performance bond satisfactory to City in the amount equal to one hundred and twenty percent (120%) of Developer's engineering or architect's estimate (which is approved by the City Engineer) of the Shell Improvements. The financial guarantee for the Shell Improvements shall be in an amount and in a form satisfactory to City from a bank or insurance company reasonably approved by the City. The engineering or architect's estimate will be signed and will have affixed the Engineer's or Architect's Seal and will contain the following certification: "Engineer [Architect] whose signature and seal appears hereon certifies to the City of Mount Holly that the Estimate of costs attached hereto has been given under seal and has been prepared by the Engineer [Architect] in accordance with generally accepted engineering [architectural] standards, but the Engineer [Architect] does not guarantee such costs."

ARTICLE III: DEFAULTS

3.1 Defaults by Developer and Remedies of City. If Developer defaults materially on the performance of any of its obligations to City under this Agreement, then Developer will have thirty (30) days after the delivery of written notice by City of that default to cure the default; however, if the default requires more than thirty (30) days to cure, Developer shall have such additional time as may be reasonably required to cure the

default, provided Developer commences the cure within the initial thirty (30) day cure period and then diligently prosecutes the cure to completion. If Developer fails to cure the material default during the applicable cure period, then City will be entitled to terminate this Agreement, call upon the Developer's financial guarantee as outlined in paragraph 2.12 above to finish the Shell Construction of the Project in accordance with the Development Plan, and/or repurchase the Property from Developer pursuant to Section 2.10 above, as City's sole remedies for such default.

Notwithstanding anything in this Agreement to the contrary, City shall copy Developer's lender or equity partner in writing (at any address provided for such purpose by Developer or its lender or equity partner) on any default notice City sends to Developer, and Developer's lender or equity partner shall have the same rights to cure Developer's material default as Developer has under this Agreement; provided, however, any failure on the part of the City to copy Developer's lender or equity partner shall accrue only to the benefit of Developer's lender or equity partner and not be a default by the City under this Agreement and shall not affect or extend any cure period for the benefit of Developer.

3.2 Defaults by City and Remedies of Developer. If City defaults materially on the performance of any of its obligations to Developer under this Agreement, then City will have thirty (30) days after the delivery of written notice by Developer of the default to cure such default; however, if the default requires more than thirty (30) days to cure, City shall have such additional time as may be reasonably required to cure the default, provided City commences the cure within the initial thirty (30) day cure period and then diligently prosecutes the cure to completion. If City fails to cure the default during the applicable cure period, then Developer will be entitled to terminate this Agreement and to pursue an action and recover from City all out of pocket actual verifiable costs and expenses incurred in connection with this Agreement, up to the sum of \$10,000, as Developer's sole remedy for default.

3.3 Other Defaults. A Party will be in default of its obligations under this Agreement in the event that it is adjudicated bankrupt or insolvent, makes an assignment for the benefit of creditors or enters into a composition for creditors, or files a voluntary bankruptcy petition or an answer admitting the material allegations of an involuntary bankruptcy petition; or if an order is entered appointing a receiver or trustee for that Party or for a substantial portion of the assets of that Party and the same is not vacated within sixty (60) days after entry, or if that Party applies for or consents to the appointment of any such receiver or trustee. In the event of a default specified in this Section 3.3 then the other Party may immediately pursue all remedies available to it by law or in equity, including specific performance and the termination of this Agreement.

ARTICLE IV: MISCELLANEOUS

4.1 Disclaimer of Joint Venture, Partnership and Agency. This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between Developer and City, or to impose any partnership obligation or liability upon the

Parties. Neither Developer nor City shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent of representative of, or to otherwise bind, the other.

4.2 No Third-Party Beneficiaries. This Agreement is not intended to and does not confer any right or benefit on any third party.

4.3 Notices. Unless specifically provided otherwise by this Agreement, any notice, demand, request, consent, approval or communication which a signatory Party is required to or may give to another signatory Party under this Agreement shall be in writing and shall be delivered or addressed to the other at the address below set forth or to such other address as such Party may from time to time direct by written notice given in the manner in this Agreement prescribed. The notice or communication shall be deemed to have been given or made when communicated by personal delivery or by independent courier service or by facsimile or by email with a hard copy to be delivered by independent courier service by the next business day. The Parties shall make reasonable inquiry to determine whether the names or titles of the persons listed in this Agreement should be substituted with the name of the listed person's successor.

All notices, demands, requests, consents, approvals or communications to City addressed to:

City Manager
City of Mount Holly
P.O. Box 406
Mount Holly, NC 28120
Attn: Miles Braswell
miles.braswell@mtholly.us

With a copy to:

City Attorney
Michael, Elting, & Anders, PLLC
124 W. Catawba Ave.
Mount Holly, NC 28120
Attn: Marie M. Anders
office@mounthollylaw.com

All notices, demands, requests, consents, approvals or communications to Developer shall be addressed to:

OMB Property Holdings LLC
4210 Yancey Road
Charlotte, NC 28217-1738
Attn: John Marrino
jam@oldemeckbrew.com

With a copy to:

Culp, Elliott & Carpenter, PLLC
Three Morrocroft, Suite 400

6801 Morrison Blvd
Charlotte, NC 28211
Attn: Benjamin H. Ellis
bhe@ceclaw.com

4.4 Entire Agreement. This Agreement sets forth and incorporates by reference all the agreements, conditions and understandings between the Parties relative to the Project and supersedes all previous agreements, except to the extent those agreements may be specifically incorporated into this Agreement. There are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among the Parties relative to the matters addressed in this Agreement other than as set forth or as referred to in this Agreement or as contained the Development Plan as of the Effective Date.

4.5 Construction. The Parties agree that each Party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

4.6 Intentionally deleted.

4.7 Terms for Consent or Approval. When this Agreement calls for one Party to seek the approval or consent of the other Party, the Party with the right to grant or deny consent or approval must exercise its reasonable discretion in doing so, unless specified otherwise by the terms of this Agreement. The requesting party must make requests for consent or approval in writing in accordance with the terms for notice in this Agreement and substantiate such request with commercially reasonable documentation unless specified otherwise by the terms of this Agreement. The Party with the right to grant or deny consent or approval shall review each such request diligently, reasonably and in good faith and deliver its decision whether to give or deny consent or approval to the requesting Party in writing in accordance with the terms for notice in this Agreement within thirty (30) business days of the delivery of such a request. If the reviewing Party elects to deny its consent or approval, then it must substantiate that decision with commercially reasonable documentation that enables the requesting Party to comprehend the decision and, if appropriate, modify such request and re-submit it to the reviewing Party for further review pursuant to these terms for consent or approval. A Party reviewing a request for consent to the assignment of rights and obligations by the requesting Party may consider the creditworthiness, financial wherewithal, expertise and experience of the proposed assignee when compared to the requesting Party, in the exercise of reasonable discretion whether to grant or deny consent or approval.

4.8 Terms for Other Response. When this Agreement calls for one Party to notify the other Party of any other election under this Agreement, then the electing Party shall notify the other party of the applicable decision no later than thirty (30) days after the electing Party was notified of its obligation to make such election.

4.9 Governing Law and Alternative Dispute Resolution. This Agreement shall be governed by the laws of the State of North Carolina. It is the Parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions between the Parties, or their authorized designees. If a dispute arises from or relates to this Agreement or a breach thereof and the dispute cannot be resolved through direct discussions, the Parties agree to endeavor to first settle the dispute in an amicable manner by mediation administered by a professional mediator before proceeding to arbitration. All fees and expenses for mediation shall be borne by the Parties equally. However, each Party shall bear the expense of its own counsel, experts, witnesses and preparation and presentation at the mediation. Any arbitrable claim or controversy arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the applicable Arbitration Rules of the American Arbitration Association. The parties hereto agree that any action brought by either party to enforce the terms of this Agreement shall be filed in the Superior Court of Gaston County, State of North Carolina or the Federal Court, Western District of North Carolina, Charlotte Division.

4.10 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

4.11 Agreement to Cooperate. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the Participating Parties hereby agree to cooperate in defending that action; provided, however, each Party shall retain the right to pursue its own independent legal defense.

4.12 No Deemed Waiver. Failure of a Party to exercise any right under this Agreement shall not be deemed a waiver of any such right and shall not affect the right of that Party to exercise at some future time said right or any other right it may have under this Agreement.

4.13 Severability. If any term or provision of this Agreement shall be judicially determined to be void or of no effect, that determination shall not affect the validity of the remaining terms and provisions of this Agreement. The Parties agree that if any provision of this Agreement is judicially determined to be invalid because it is inconsistent with a provision of state or federal law, this Agreement shall be amended to the extent necessary to make it consistent with state or federal law and the balance of the Agreement shall remain in full force and effect.

4.14 Authority. Each Party represents that it has undertaken all actions necessary for approval of this Agreement, and that the person signing this Agreement has the authority to bind City and Developer. Notwithstanding the foregoing, with the approval of this Agreement, City Council hereby delegates to the City Manager the authority to execute any supplemental documents required to effectuate the purposes of this Agreement.

4.15 Representations and Warranties of Developer. Developer represents and warrants to City that:

- a) Developer is a valid limited liability company duly organized, validly existing and in good standing under the laws of the State of North Carolina;
- b) Developer is duly qualified to do business and is in good standing under the laws of the State of North Carolina;
- c) Developer has the full right, power, and authority to enter into this Agreement and to perform its obligations under this Agreement without contravention of any obligation on the part of Developer, whether statutory, contractual or otherwise; and
- d) Developer will execute, deliver and perform this Agreement in accordance with all applicable laws and ordinances.

4.16 Representations and Warranties of City. City represents and warrants to Developer that:

- a) City has the full right, power, and authority to enter into this Agreement and to perform its obligations under this Agreement without contravention of any obligation on the part of Developer, whether statutory, contractual or otherwise;
- b) City will execute, deliver and perform this Agreement in accordance with all applicable laws and ordinances;
- c) To the actual knowledge of the City Manager and the City Attorney, no modification of the laws and ordinances applicable to the Property, including land development regulations, is necessary for the Project to conform to those laws and ordinances, other than a rezoning to allow the construction of the warehouse and commissary kitchen;
- d) To the actual knowledge of the City Manager or the City Attorney, the Property is not the subject of any litigation, pending or overtly threatened, or other judicial or quasi-judicial procedure which would, if determined unfavorably to the City, settled or otherwise resolved by the City, result in any financial liability on the part of Developer or interfere with the development of the Project;
- e) To the actual knowledge of the City Manager or the City Attorney, the Property is not the subject of any procedure for the taking of the Property by eminent domain, in whole or in part, pending or overtly threatened by the City or any other governmental authority with the power of eminent domain;

f) To the actual knowledge of the City Manager or the City Attorney, no one has made any claim to title to the Property, in whole or in part, superior to the claim of the City by virtue of its chain of title;

g) To the actual knowledge of the City Manager or the City Attorney, the City has not received any notice from any governmental agency, state, federal or local, that the Property is in violation of or the subject of an investigation regarding the potential violation of any Laws and Ordinances, including laws of the United States or the State regarding the presence, storage, transport, spillage, removal or remediation of hazardous or harmful substances on the Property, or the presence, storage, transport, spillage, removal or remediation of hazardous or harmful substances on properties adjacent to the Property as a result of their origination on or passage through the Property, other than the "No Further Action" letter from the North Carolina Department of Environment and Natural Resources dated July 28, 1999, regarding pollution incident # 19072 previously provided to Developer; and

h) City represents that there is water and wastewater sewer service to the site boundary.

4.17 Continuing Obligation. From time to time after the Closing Date, through the date of the Grand Opening, the Parties will execute additional instruments of assignment, lease, license, conveyance and other documents and take such other actions that are reasonably necessary to further the purposes of this Agreement.

4.18 Immunity Not Waived. City does not intend to waive its sovereign immunity by reason of this Agreement; provided, however, that the City acknowledges and agrees that by entering into this Agreement, governmental immunity shall not be a valid defense to a breach of contract claim brought under this Agreement.

4.19 Release of Information. City and Developer acknowledge that this Agreement is subject to disclosure under the North Carolina Public Records Act, NCGS § 132-1 et seq. (the "Act"), except for information that is excluded from the disclosure requirements of the Act pursuant to NCGS § 132-1.2. Nothing in this Agreement precludes either party from discussing the terms of this Agreement or its work product with its attorneys, accountants, consultants, contractors, or potential lenders or investors, or prevents the holding of public City meetings in compliance with applicable laws.

4.20 Representations, Warranties and Indemnity Regarding Brokers.

a) City represents to Developer that no real estate broker or agent has rendered a service or represented City in connection with this Agreement or the transaction contemplated in this Agreement for which any brokerage commission or fee is due, other than Sam Kline of Coldwell Banker MECA.

b) Developer represents to City that no real estate broker or agent has rendered a service or represented Developer in connection with this Agreement or the

transaction contemplated in this Agreement for which any brokerage commission or fee is due.

c) City and Developer covenant and agree, each to the other, to indemnify the other against any claims based upon or arising out of the employment or use by the indemnifying party of any real estate broker, agent or finder in connection with the purchase and sale of the Property. This Section 4.20 shall survive Closing or any earlier termination of this Agreement.

4.21 IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY (OR TO ANY THIRD PARTY, WHETHER OR NOT CLAIMING THROUGH THAT OTHER PARTY) FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER).

4.22 Non-Appropriation. No provision of this Agreement shall be construed or interpreted as creating a pledge of the faith and credit of the City within the meaning of any Constitutional debt limitation. No provision of this Agreement shall be construed or interpreted as creating a pledge of the faith and credit of the City within the meaning of the Constitution of the State of North Carolina. No deficiency judgment may be rendered against the City in any action for breach of a contractual obligation under this Agreement and the taxing power of the City is not and may not be pledged directly or indirectly to secure any moneys due under this Agreement. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of the City's moneys. To the extent of any conflict between this Section and any other provision of this Agreement, this Section shall take priority.

4.23 Amendment. This Agreement shall not be modified or amended in any respect except by a written instrument executed by the Parties.

4.24 Iran Divestment Act Certification. Developer certifies that, if it submitted a successful bid for this Agreement, then as of the date it submitted the bid, Developer was not identified on the Iran List. If it did not submit a bid for this Agreement, Developer certifies that as of the date that this Agreement is entered, Developer is not identified on the Iran List. It is a material breach of this Agreement for Developer to be identified on the Iran List during the term of this Agreement or to utilize on this Agreement any contractor or subcontractor that is identified on the Iran List. In this Iran Divestment Act Certification section — “Iran List” means the Final Divestment List — Iran, the Parent and Subsidiary Guidance List — Iran, and all other lists issued from time to time by the N.C. State Treasurer to comply with N.C.G.S. §143C-6A-4 of the N.C. Iran Divestment Act.

4.25 Survival. All representations, warranties and obligations of the Parties in this Agreement shall survive the consummation or performance of the various transactions contemplated in this Agreement for the respective terms necessary for each

of the Parties to realize the benefits contemplated by this Agreement and to enforce the rights provided for in this Agreement.

4.26 Recitals and Exhibits. The Recitals of this Agreement and the Exhibits attached hereto are integral and essential components of this Agreement.

4.27 Defined Terms. All capitalized terms in this Agreement shall have the meaning ascribed to them in this Agreement unless the context clearly indicates another meaning. All terms not defined in this Agreement shall have the usual and customary meaning ascribed to them and found in any modern English dictionary.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties hereby set their hands and seals, effective the date first above written.

CITY OF MOUNT HOLLY, NORTH
CAROLINA
[SEAL]

Miles Braswell, City Manager

ATTEST:

Amy Miller, City Clerk

Approved as to form:

Marie M. Anders, City Attorney

STATE OF NORTH CAROLINA
COUNTY OF GASTON

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

WITNESS my hand and official seal, this _____ day of _____, 20____.

Notary Public

My commission expires: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereby set their hands and seals, effective the date first above written.

OMB PROPERTY HOLDINGS LLC,
a North Carolina limited liability company

By: _____(SEAL)
John Marrino, Manager

THE OLDE MECKLENBURG BREWERY LLC,
a North Carolina limited liability company

By: _____(SEAL)
John Marrino, Manager

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, the undersigned, a Notary Public of the County and State aforesaid, do hereby certify that John Marrino personally came before me this day and acknowledged under seal that he is Manager of OMB Property Holdings LLC, a North Carolina limited liability company, and acknowledged, on behalf of the company, the due execution of the foregoing instrument. Witness my hand and official stamp or seal, this the ____ day of _____, 20____.

Notary Public

My commission expires: _____

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, the undersigned, a Notary Public of the County and State aforesaid, do hereby certify that John Marrino personally came before me this day and acknowledged under seal that he is Manager of The Olde Mecklenburg Brewery LLC, a North Carolina limited liability company, and acknowledged, on behalf of the company, the due execution of the foregoing instrument. Witness my hand and official stamp or seal, this the ____ day of _____, 20____.

Notary Public

My commission expires: _____

EXHIBIT A
PROPERTY DESCRIPTION

TRACT ONE:

All that certain lot, plot or parcel of land lying and being in the Town of Mount Holly, Gaston County, State of North Carolina, further bounded and described as follows:

BEGINNING at a point in the center line of the right-of-way of the Piedmont and Northern Railroad (spur line to Mountain Island) where said center line of P. and N. right-of-way is intersected by a line drawn parallel with and always distant 175 feet Northerly from the Northerly line of Third Street as said Third Street is shown and laid down on map entitled "Plan of Mount Holly Improvement Company," Gaston County, North Carolina, dated 1884. And running from said point or place of beginning on a line drawn parallel with and always distant 175 feet Northerly from the Northerly line of Third Street and bearing North 88 degrees 30 minutes East 249 feet to an iron pipe set in the ground; thence at right angles to the preceding course North 1 degree 30 minutes West 208.6 feet to the Southerly line of Dutchmans Creek; thence Northwesterly along the Southerly line of Dutchmans Creek 18 feet, more or less, to its intersection with a line drawn parallel with and always distant 225 feet Northerly from the first described course; thence along said line parallel with first described course South 88 degrees 30 minutes West 204.2 feet to the center line of the right-of-way of the P. and N. Railroad. This course being parallel with and always distant 225 feet Northerly from the first described course. Thence Southerly along the said center line of the P & N. Railroad right-of-way 242 feet be the same more or less to the point or place of BEGINNING. The plot or parcel of land so described containing 1.375 acres, and as outlined in red on entitled "Map of land to be acquired for a Water Purification Plant, Mount Holly, North Carolina," made by the Carolina Engineering Company, Civil and Sanitary Engineers, by Roy P. Bishop C. E., and dated October 24th, 1924.

Deed reference: Book 248, Page 194

TRACT TWO:

BEGINNING at a stake in the dividing line between the land of Duke Power Company (now or formerly) and the land of the Town of Mount Holly (now or formerly), which stake is located S. 88-30 W. 14.8 feet from an iron pipe, a corner of the land of the Town of Mount Holly, and runs thence S. 18-00 W. 16.1 feet to a stake; thence S. 19-13 W. with the right of way limit of Duke Power Company's 44 KV line 199 feet to a concrete monument; thence N. 87-11 W. 168.9 feet to a concrete monument, same course 6 feet, total distance 174.9 feet to the right of way limit of P & N Railway; thence with the right of way limit of said P & N Railway in the northerly direction 188.1 feet to a stake; thence N. 88-30 E 233.6 feet to the point of BEGINNING, containing 0.96 acre, being shown on print Catawba File No. 330 dated May 3, 1957, revised May 13, 1957, a copy of which is recorded in Deed Book 702, Page 410, Gaston County Public Registry.

Subject to the easement reserved to Duke Power Company to construct, maintain, and inspect a transmission line recorded in Deed Book 702, Page 410, Gaston County Public Registry.

Deed reference: Book 702, Page 410 (First Tract)

TRACT THREE:

BEGINNING at a concrete monument in the dividing line between the land of Duke Power Company (now or formerly) and the land of the Town of Mount Holly (now or formerly), which concrete monument is located N. 1-30 W. 41.9 feet from an iron pipe, a corner of the land of the Town of Mount Holly, and thence with the line of the land of the Town of Mount Holly N. 1-30 W. 150 feet to the edge of Dutchman Creek; thence with the edge of said Creek in a southeasterly direction 60 feet to a concrete monument located 82 feet west of Duke Power Company's transmission line; thence parallel to and 82 feet from said transmission line S. 18-00 W. 111 feet to the point of BEGINNING, containing 0.06 acre, more or less, and being shown on print attached to Deed Book 702, Page 410, Gaston County Public Registry.

Subject to the backponding easement reserved to Duke Power Company recorded in Deed Book 702, Page 410, Gaston County Public Registry.

Deed reference: Book 702, Page 410 (Second Tract)

ADDITIONAL CONVEYANCE BY QUITCLAIM:

In addition, Grantor further does hereby quitclaim, remise and release unto the Grantee any and all interest Grantor may have in those certain lots or parcels of land described below, provided that such conveyance is made without any representation or warranty, express or implied, as to the legal description of the properties contained below or the status of title thereto:

All right, title, and interest Grantor acquired by operation of law pursuant to NCGS 160A-299 by that Street Closing Order recorded in Book 5042, Page 728, on May 17, 2019, in the Gaston County Public Registry, or Grantor may have otherwise acquired to: (1) the eastern ½ of the former right of way for Nassau Place running from the northerly line of Third Street and continuing to centerline of the right of way for the P & N Railroad; (2) the southern ½ of the former right of way for Second Street running from its intersection with the centerline of the right of way for the P & N Railroad and continuing in an easterly direction to the southern edge of Dutchmans Creek; (3) the northern ½ of the former right of way for Third Street running from the eastern line of Nassau Place and continuing in an easterly direction to a line extending due south from the adjacent southeastern corner of Tract Two above; (4) the land within the eastern ½ of the right of way for the P & N Railroad running from the northerly line of Third Street and continuing in a northerly direction to the southerly line of the former right of way for Second Street; and (5) the land bounded by the centerline of the former right of way for

Second Street on the south, the centerline of the right of way for the P & N railroad to the northwest, and the southern edge of Dutchman's Creek to the northeast.

EXHIBIT B DEVELOPMENT PLAN

Developer plans to design and build an approximately 5,000 square feet brewery restaurant and biergarten and an approximately 12,000 square feet brewery production support building to be used by Olde Mecklenburg Brewery on property currently owned by the City of Mount Holly containing approximately 2.06 acres and located at 725 Elm Street, Mount Holly North Carolina, which property will be purchased from the City of Mount Holly. The Project shall be developed substantially in accordance with plans and specifications to be prepared by Developer and mutually approved by Developer and the City of Mount Holly. Construction will be completed pursuant to the construction schedule set forth in the Development Agreement, and the Project shall be subject to certain restrictions set forth in the Deed for the property to be delivered to Developer by the City of Mount Holly at closing. Development of the Project will include removal of the old water treatment plant, garage, underground cisterns, and related facilities that are currently located on the Property.

Set forth below is an estimated development budget prepared by Developer based on experience from another similar project currently being developed by Developer. After the Development Agreement is finalized and signed, Developer will engage an architect, engineer or similar design professional to design and estimate the costs of the Project.

OMB Property Holdings (OMBPH) and The Olde Mecklenburg Brewery (OMB)

FY 2021 - 2022 Investment Budget

Initial Investment Schedule Mt. Holly Project

OMBPH Land Acquisition and WTP Demo Budget

	Size (s.f.)	Unit Cost (\$/s.f.)	Budget (\$)	Completion by
Land Acquisition	74,820	2.67	\$200,000	Oct-21
Demolition WTP			\$185,000	Dec-21
Total			\$385,000	

OMBPH Shell Construction Cost Budget (Shells to be leased to OMB)

	Size (s.f.)	Unit Cost (\$/s.f.)	Budget (\$)	Completion by
Warehouse construction space (shell only)	12,000	\$50	\$600,000	Jun-22
Commissary space (shell only)	2,000	\$100	\$200,000	Jun-22
Restaurant shell only	5,000	\$200	\$1,000,000	Aug-22
Total			\$1,800,000	

Upfit Cost/CAPEX Budget (OMB)

	Size (s.f.)	Unit Cost (\$/s.f.)	Budget (\$)	Completion by
Warehouse and commissary upfit	12,000	\$55	\$660,000	Aug-22
Restaurant upfit	5,000	\$300	\$1,500,000	Sep-22
Total			\$2,160,000	

Total Investment 2021 - 2023	\$4,345,000
-------------------------------------	--------------------

OMBPH Investments by Calendar Year

FY 2021	FY 2022	Total
\$200,000		\$200,000
\$150,000	\$35,000	\$185,000
\$350,000	\$35,000	\$385,000

OMBPH Investments by Calendar Year

FY 2021	FY 2022	Total
	\$600,000	\$600,000
	\$200,000	\$200,000
	\$1,000,000	\$1,000,000
\$0	\$1,800,000	\$1,800,000

OMB Investments by Calendar Year

FY 2021	FY 2022	Total
	\$660,000	\$660,000
	\$1,500,000	\$1,500,000
\$0	\$2,160,000	\$2,160,000

\$350,000	\$3,960,000	\$4,345,000
------------------	--------------------	--------------------

EXHIBIT C
SPECIAL WARRANTY DEED

NORTH CAROLINA SPECIAL WARRANTY DEED

Excise Tax: \$exempt

Tax Parcel ID#: 123513, p/o 123347

Mail after Recording to: Grantee, _____

Prepared by: Marie M. Anders, Atty., Michael, Elting, & Anders, PLLC, 124 W. Catawba Ave., Mount Holly, NC 28120 NO TITLE SEARCH BY PREPARER

Property Address: 725 Elm St., Mount Holly, NC 28120

The property conveyed is NOT the primary residence of the Grantor

THIS DEED, made this _____ day of _____, 2021, by and between

CITY OF MOUNT HOLLY

(a North Carolina Municipal Corporation)

400 East Central Avenue, Mount Holly, NC 28120,

Party of the first part, Grantor herein,

And

OMB PROPERTY HOLDINGS LLC

(a North Carolina limited liability company),

Party of the second part, Grantee herein,

(The designation Grantor and Grantee as used herein shall include such parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.)

WITNESSETH:

THAT, the Grantor, for a valuable consideration paid to it by the Grantee, the receipt of which is hereby acknowledged, has bargained and sold and by these presents does grant, bargain, sell and convey unto the Grantee, its heirs, successors, and assigns, in fee simple, all that certain lot or parcel of land situated in City of Mount Holly, Riverbend Township, Gaston County, North Carolina, and more particularly described as follows:

See attached sheet marked "Exhibit A" for description incorporated herein by reference.

BEING the full contents of the property conveyed to the Grantor herein by Deeds recorded in Book 248, page 194, and Book 702, page 410, a portion of the property conveyed to the Grantor herein by Deed recorded in Book 238, page 573, and a portion of the property acquired by Grantor pursuant to that Street Closing Order recorded in Book 5042, page 728, Gaston County Public Registry.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee and its heirs, successors, and assigns, in fee simple forever.

And the Grantor covenants with the Grantee that Grantor is seized of said premises in fee and has the right to convey the same in fee simple; that it has done nothing to impair such title as Grantor received, and that Grantor will warrant and defend the title to the same against the lawful claims of all persons claiming by, under or through Grantor, other than the following exceptions:

1. Subject to all covenants, restrictions, reservations, easements, conditions, and rights appearing of record; and subject to any matters reflected on that certain ALTA survey dated _____, prepared by _____.
2. Grantee shall comply with the following terms, provisions, conditions, covenants, and requirements entered into by and between the parties hereto, which terms, provisions, conditions, covenants, and requirements shall be covenants of this deed and this conveyance, running with the land until such time as the same may be terminated or may expire as provided for herein.
 - a. Grantee shall redevelop ("Redevelopment"), cause to be issued a final Certificate of Occupancy, and put to use the Property within thirty-six (36) months of the day and year first above written in accordance with a Development Agreement ("Development Agreement") entered into by the parties hereto dated _____ and incorporated herein by reference.
 - b. Grantee shall comply with the zoning ordinance for the City, as the same may be amended.
 - c. Grantee shall close, within twelve (12) months of the day and year first above written, on a construction loan ("Construction Loan") or other financing approved by the City Manager that allows periodic withdrawals based upon completion of the work in furtherance of the Redevelopment.
 - d. After the final Certificate of Occupancy is issued, Grantee shall cause a "Grand Opening" of certain project amenities as described in the Development Agreement and thereafter shall in good faith conduct and carry on the uses of such project amenities for at least the required occupancy as outlined in the Development Agreement for a period of thirty-six (36) months after the Grand Opening (the "Restriction Period").
 - e. Until the Redevelopment is complete, a final Certificate of Occupancy is issued, and the Restriction Period has ended, Grantee shall not permit, suffer, or allow any mortgage, loan, or other lien whatsoever to be held by any mortgagee or other lien holder against the Property and will not enter or be a party to any type of financing, transaction, or other relationship that would result in a lien against the Property except for the Construction Loan, or a permanent loan that refinances the Construction Loan and which does not exceed the repurchase price set forth in paragraph g below ("Permanent Loan").

- f. Until the Redevelopment is complete a final Certificate of Occupancy is issued, and the Restriction Period has ended, Grantee shall not sell or transfer, except in accordance with the terms and conditions of the Development Agreement, all or any part of the Property or any interest in the Property. A sale or transfer means the conveyance of the Property or any right, title or interest in the Property. If Grantee is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests, or limited liability company interests, as the case may be, of Grantee.
- g. In the event of a violation of any term, provision, condition, covenant, or requirement of this Deed or the Development Agreement that Grantee fails to cure during the applicable cure period, including any voluntary or involuntary transfer of the Property in violation of the terms and conditions of the Development Agreement, Grantor shall have an option to repurchase the Property by providing written notice to Grantee or its successor in title within one hundred eighty (180) days from the lapse of the applicable cure period. If the Grantor elects to repurchase the Property, then the repurchase price shall be the original purchase price paid by Grantee to the Grantor plus any verified and documented amount that has been drawn down by Grantee on the Construction Loan and utilized in furtherance of the Redevelopment in accordance with the plans and construction documents approved by the City Manager pursuant to the Development Agreement ("Approved Plans and Construction Documents"), plus any other documented and verifiable costs of materials and labor not paid from the Construction Loan that were used by Grantee in furtherance of the Redevelopment in accordance with the Approved Plans and Construction Documents and that are accepted and approved by the City Manager. The repurchase price shall not include any sums spent in furtherance of the Redevelopment from any financial guarantee provided to the Grantor pursuant to the terms of the Development Agreement, unless the Grantee presents documentation to the Grantor that Grantee has repaid such sums to the bank or insurance company. The Grantor shall receive a credit towards the repurchase price for any sums incurred by the Grantor associated with Grantee's default and not covered by the aforesaid financial guarantee, including but not limited to design, engineering, and architectural fees, and attorney's fees. The repurchase price shall be applied first to the Construction Loan and to any liens and encumbrances on the title to the Property necessary so that Grantee or its successor in title can reconvey unencumbered fee simple title to Grantor, and any remaining balance shall be paid to Grantee or its successor in title. This option shall be binding upon Grantee and its administrators, successors, and assigns.
- h. These restrictions, covenants, and conditions shall run with the land and bind Grantee, Grantee's administrators, successors, and assigns, unless and until the same are terminated by instrument of Grantor duly recorded in the Register of Deeds. Notwithstanding the foregoing, if an institutional lender or other purchaser of the Property obtains title to the Property as a result of foreclosure of the Construction Loan or the Permanent Loan (or by a deed of conveyance in lieu thereof), such acquirer of title, his/her successors and assigns, shall not be bound by these restrictions, covenants, or conditions, with the exception of the Grantor's option to repurchase in paragraph g above, which Grantor expressly reserves. If not sooner terminated, these restrictions, covenants, and conditions shall expire and be void and of no further effect after seventy-eight (78) months after the day and year first above written

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on this ____ day of _____, 2021.

CITY OF MOUNT HOLLY

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

Attest:

City Clerk

STATE OF NORTH CAROLINA

NOTARY ACKNOWLEDGMENT

COUNTY OF GASTON

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

Witness my hand and notarial seal, this _____ day of _____, 20____.

Notary Public

My commission expires: _____

(seal)

EXHIBIT "A"

TRACT ONE:

All that certain lot, plot or parcel of land lying and being in the Town of Mount Holly, Gaston County, State of North Carolina, further bounded and described as follows:

BEGINNING at a point in the center line of the right-of-way of the Piedmont and Northern Railroad (spur line to Mountain Island) where said center line of P. and N. right-of-way is intersected by a line drawn parallel with and always distant 175 feet Northerly from the Northerly line of Third Street as said Third Street is shown and laid down on map entitled "Plan of Mount Holly Improvement Company," Gaston County, North Carolina, dated 1884. And running from said point or place of beginning on a line drawn parallel with and always distant 175 feet Northerly from the Northerly line of Third Street and bearing North 88 degrees 30 minutes East 249 feet to an iron pipe set in the ground; thence at right angles to the preceding course North 1 degree 30 minutes West 208.6 feet to the Southerly line of Dutchmans Creek; thence Northwesterly along the Southerly line of Dutchmans Creek 18 feet, more or less, to its intersection with a line drawn parallel with and always distant 225 feet Northerly from the first described course; thence along said line parallel with first described course South 88 degrees 30 minutes West 204.2 feet to the center line of the right-of-way of the P. and N. Railroad. This course being parallel with and always distant 225 feet Northerly from the first described course. Thence Southerly along the said center line of the P & N. Railroad right-of-way 242 feet be the same more or less to the point or place of BEGINNING. The plot or parcel of land so described containing 1.375 acres, and as outlined in red on entitled "Map of land to be acquired for a Water Purification Plant, Mount Holly, North Carolina," made by the Carolina Engineering Company, Civil and Sanitary Engineers, by Roy P. Bishop C. E., and dated October 24th, 1924.

Deed reference: Book 248, Page 194

TRACT TWO:

BEGINNING at a stake in the dividing line between the land of Duke Power Company (now or formerly) and the land of the Town of Mount Holly (now or formerly), which stake is located S. 88-30 W. 14.8 feet from an iron pipe, a corner of the land of the Town of Mount Holly, and runs thence S. 18-00 W. 16.1 feet to a stake; thence S. 19-13 W. with the right of way limit of Duke Power Company's 44 KV line 199 feet to a concrete monument; thence N. 87-11 W. 168.9 feet to a concrete monument, same course 6 feet, total distance 174.9 feet to the right of way limit of P & N Railway; thence with the right of way limit of said P & N Railway in the northerly direction 188.1 feet to a stake; thence N. 88-30 E 233.6 feet to the point of BEGINNING, containing 0.96 acre, being shown on print Catawba File No. 330 dated May 3, 1957, revised May 13, 1957, a copy of which is recorded in Deed Book 702, Page 410, Gaston County Public Registry.

Subject to the easement reserved to Duke Power Company to construct, maintain, and inspect a transmission line recorded in Deed Book 702, Page 410, Gaston County Public Registry.

Deed reference: Book 702, Page 410 (First Tract)

TRACT THREE:

BEGINNING at a concrete monument in the dividing line between the land of Duke Power Company (now or formerly) and the land of the Town of Mount Holly (now or formerly), which concrete monument is located N. 1-30 W. 41.9 feet from an iron pipe, a corner of the land of the Town of Mount Holly, and thence with the line of the land of the Town of Mount Holly N. 1-30 W. 150 feet to the edge of Dutchman Creek; thence with the edge of said Creek in a southeasterly direction 60 feet to a concrete monument located 82 feet west of Duke Power Company's transmission line; thence parallel to and 82 feet from said transmission line S. 18-00 W. 111 feet to the point of BEGINNING, containing 0.06 acre, more or less, and being shown on print attached to Deed Book 702, Page 410, Gaston County Public Registry.

Subject to the backponding easement reserved to Duke Power Company recorded in Deed Book 702, Page 410, Gaston County Public Registry.

Deed reference: Book 702, Page 410 (Second Tract)

ADDITIONAL CONVEYANCE BY QUITCLAIM:

In addition, Grantor further does hereby quitclaim, remise and release unto the Grantee any and all interest Grantor may have in those certain lots or parcels of land described below, provided that such conveyance is made without any representation or warranty, express or implied, as to the legal description of the properties contained below or the status of title thereto:

All right, title, and interest Grantor acquired by operation of law pursuant to NCGS 160A-299 by that Street Closing Order recorded in Book 5042, Page 728, on May 17, 2019, in the Gaston County Public Registry, or Grantor may have otherwise acquired to: (1) the eastern ½ of the former right of way for Nassau Place running from the northerly line of Third Street and continuing to centerline of the right of way for the P & N Railroad; (2) the southern ½ of the former right of way for Second Street running from its intersection with the centerline of the right of way for the P & N Railroad and continuing in an easterly direction to the southern edge of Dutchmans Creek; (3) the northern ½ of the former right of way for Third Street running from the eastern line of Nassau Place and continuing in an easterly direction to a line extending due south from the adjacent southeastern corner of Tract Two above; (4) the land within the eastern ½ of the right of way for the P & N Railroad running from the northerly line of Third Street and continuing in a northerly direction to the southerly line of the former right of way for Second Street; and (5) the land bounded by the centerline of the former right of way for Second Street on the south, the centerline of the right of way for the P & N railroad to the northwest, and the southern edge of Dutchman's Creek to the northeast.



City of Mount Holly Action Agenda Item

To: Mayor and City Council Jonathan Wilson, Deputy Utilities From: Director/Project Manager	Date: July 7, 2021 Meeting Date: July 12, 2021
Agenda Item to be considered: Consideration and Approval of a Bond Order for \$13,555,000 General Obligation Parks and Recreation Bonds of the City of Mount Holly.	
Will this require a public hearing? ☐ YES ☒ NO	
Background/Purpose of Request : The City of Mount Holly must hold a Public Hearing on a Bond Order Authorizing the Issuance of \$13,555,000 General Obligation Parks and Recreation Bonds of the City of Mount Holly, which has taken place at the July 12, 2021 City Council meeting. Under this agenda item, City Council should approve said Bond Order for \$13,555,000 General Obligation Parks and Recreation Bonds of the City of Mount Holly. The Bond Order was originally introduced at the June 14, 2021 City Council meeting, a notice of Public Hearing was published in the Gaston Gazette on July 5, 2021 stating that said Public Hearing would be held on July 12, 2021, which has taken place. The Bond Order ascertains and determines that it is necessary to pay capital costs of providing parks and recreation facilities, including without limitation the acquisition, construction and improvement of parks and recreation facilities, acquisition of land for current and future parks and recreation uses and development of greenways and pedestrian crossings; and an application has been filed with the Secretary of the Local Government Commission of North Carolina requesting Commission approval of the General Obligation Parks and Recreation Bonds hereinafter described as required by the Local Government Bond Act, and the City Clerk has notified the City Council that the application has been accepted for submission to the Local Government Commission. If the Bond Order Authorizing the Issuance of \$13,555,000 General Obligation Parks and Recreation Bonds of the City of Mount Holly is approved the Bond Order will be advertised in the paper July 14, 2021.	
Fiscal Impact:	
Will Item affect current budget	☐ YES ☐ NO ☒ N/A
Reviewed by Finance Director	☐ YES ☐ NO ☒ N/A
Preaudit Certification required	☐ YES ☐ NO ☒ N/A
Capital Project Ordinance required	☐ YES ☐ NO ☒ N/A
Budget Transfer required	☐ YES ☐ NO ☒ N/A
Total City Dollars:	\$
Budget Code	
Reviewed by City Attorney	☐ YES ☐ NO ☒ N/A

Manager/Staff Recommendation:

Staff recommends that City Council approve the attached Bond Order Authorizing the Issuance of \$13,555,000 General Obligation Parks and Recreation Bonds of the City of Mount Holly.

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

1. Bond Order Authorizing the Issuance of \$13,555,000 General Obligation Parks and Recreation Bonds of the City of Mount Holly.

**BOND ORDER AUTHORIZING THE ISSUANCE OF \$13,555,000 GENERAL OBLIGATION
PARKS AND RECREATION BONDS OF THE CITY OF MOUNT HOLLY, NORTH
CAROLINA**

WHEREAS, the City Council of the City of Mount Holly, North Carolina has ascertained and hereby determines that it is necessary to pay capital costs of providing parks and recreation facilities, including without limitation the acquisition, construction and improvement of parks and recreation facilities, acquisition of land for current and future parks and recreation uses and development of greenways and pedestrian crossings; and

WHEREAS, an application has been filed with the Secretary of the Local Government Commission of North Carolina requesting Commission approval of the General Obligation Parks and Recreation Bonds hereinafter described as required by the Local Government Bond Act, and the City Clerk has notified the City Council that the application has been accepted for submission to the Local Government Commission.

NOW, THEREFORE, BE IT ORDERED by the City Council of the City of Mount Holly, North Carolina, as follows:

Section 1. In order to raise the money required for the purposes described above, in addition to any funds which may be made available for such purpose from any other source, General Obligation Parks and Recreation Bonds of the City are hereby authorized and shall be issued pursuant to the Local Government Finance Act of North Carolina. The maximum aggregate principal amount of such General Obligation Parks and Recreation Bonds authorized by this order shall be \$13,555,000.

Section 2. Taxes will be levied in an amount sufficient to pay the principal and interest on the General Obligation Parks and Recreation Bonds.

Section 3. A sworn statement of the City's debt has been filed with the City Clerk and is open to public inspection.

Section 4. This bond order will take effect when approved by the voters of the City at a referendum scheduled for November 2, 2021.

STATE OF NORTH CAROLINA

)

)

ss:

CITY OF MOUNT HOLLY

)

I, Amy Miller, City Clerk of the City of Mount Holly, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of an extract of the minutes reflecting the holding of a public hearing and the adoption of a bond order by the City Council of the City of Mount Holly, North Carolina, at a meeting held on the 12th day of July, 2021, and that such proceedings are to be recorded in the minute books of said City Council.

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

City Clerk

City of Mount Holly, North Carolina

(SEAL)



City of Mount Holly Action Agenda Item

To: Mayor and City Council Jonathan Wilson, Deputy Utilities	Date: July 7, 2021
From: Director/Project Manager	Meeting Date: July 12, 2021
Agenda Item to be considered: Consideration and Approval of a Resolution of the City of Mount Holly Setting a Special Referendum.	
Will this require a public hearing? ☐ YES ☒ NO	
Background/Purpose of Request : This Resolution Setting a Special Bond Referendum and Directing the Publication of Notice of a Special Bond Referendum and Notification of the Boards of Elections should be introduced by a Councilmember. The Resolution states that the City Council of the City of Mount Holly has adopted the bond order and such bond order should be submitted to the voters of the City of Mount Holly for their approval or disapproval in order to comply with the constitution and laws of North Carolina; "Bond Order Authorizing the Issuance of \$13,555,000 General Obligation Parks and Recreation Bonds of the City of Mount Holly". The Resolution also resolves that the City Council of the City of Mount Holly: 1. For the purpose of determining the question whether the qualified voters of the City of Mount Holly shall approve or disapprove (a) the indebtedness to be incurred by the issuance of the General Obligation Parks and Recreation Bonds of the City authorized by said bond order, which indebtedness shall be secured by a pledge of the City's full faith and credit and (b) the levy of a tax for the payment thereof, said bond order shall be submitted to the qualified voters of said City at a special bond referendum to be held in said City on November 2, 2021. 2. The City Clerk is hereby authorized and directed to publish a notice of said referendum which shall be in substantially the form entitled "City of Mount Holly, North Carolina Notice of Special Bond Referendum," attached hereto. Said notice of referendum shall be published at least twice. The first publication shall be not less than 14 days and the second publication shall be not less than 7 days before the last day on which voters may register for the special bond referendum. (This notice is attached to the agenda form and states that the last day of registration for the referendum is October 8, 2021.) 3. The Gaston County Board of Elections is hereby requested to print and distribute the necessary ballots and to provide the equipment for the holding of said referendum and to conduct and to supervise said referendum. 4. The ballots to be used at said referendum will indicate that it is being held on behalf of the City of Mount Holly, North Carolina and will contain the following words: "SHALL the order authorizing \$13,555,000 of bonds plus interest to provide funds to pay capital costs of providing parks and recreation facilities, including without limitation the acquisition, construction and improvement of parks and recreation	

facilities, acquisition of land for current and future parks and recreation uses and development of greenways and pedestrian crossings and providing that additional taxes may be levied in an amount sufficient to pay the principal of and interest on the bonds be approved?”:

With squares labeled “**YES**” and “**NO**” beneath or beside such words in which squares the voter may record his or her choice on the question presented.

5. The City Clerk shall mail or deliver a certified copy of this resolution to the Gaston County Board of Elections within three days after this resolution is adopted.

Fiscal Impact:

Will Item affect current budget	☐ YES	☐ NO	☒ N/A
Reviewed by Finance Director	☐ YES	☐ NO	☒ N/A
Preaudit Certification required	☐ YES	☐ NO	☒ N/A
Capital Project Ordinance required	☐ YES	☐ NO	☒ N/A
Budget Transfer required	☐ YES	☐ NO	☒ N/A

Total City Dollars:

\$

Budget Code

Reviewed by City Attorney	☐ YES	☐ NO	☒ N/A
---------------------------	------------------------------	-----------------------------	---

Manager/Staff Recommendation:

Staff recommends that City Council approve the attached Resolution Setting a Special Bond Referendum and Directing the Public of Notice of a Special Bond Referendum and Notification of the Boards of Elections.

Result of City Council Decision:

Attachments:

1. Resolution Setting a Special Bond Referendum and Directing the Public of Notice of a Special Bond Referendum and Notification of the Boards of Elections.
2. Notice of Special Bond Referendum

EXTRACTS FROM MINUTES OF CITY COUNCIL

* * *

A regular meeting of the City Council of the City of Mount Holly, North Carolina (the “*City Council*”) was duly held in the Council Chambers of the Municipal Complex located at 400 East Central Avenue in Mount Holly, North Carolina, the regular place of meeting, at 7:00 p.m. on July 12, 2021:

Members Present:

Members Absent:

* * * * *
* * *

Councilmember _____ introduced the following resolution, a summary of which had been provided to each Councilmember, a copy of which was available with the City Clerk and which was read by title:

RESOLUTION SETTING A SPECIAL BOND REFERENDUM AND DIRECTING THE PUBLICATION OF NOTICE OF A SPECIAL BOND REFERENDUM AND NOTIFICATION OF THE BOARDS OF ELECTIONS

WHEREAS, the City Council of the City of Mount Holly, North Carolina has adopted the following bond order and such bond order should be submitted to the voters of the City of Mount Holly, North Carolina for their approval or disapproval in order to comply with the constitution and laws of North Carolina:

“BOND ORDER AUTHORIZING THE ISSUANCE OF \$13,555,000 GENERAL OBLIGATION PARKS AND RECREATION BONDS OF THE CITY OF MOUNT HOLLY, NORTH CAROLINA;”

NOW, THEREFORE, be it resolved by the City Council (the “*City Council*”) of the City of Mount Holly, North Carolina, as follows:

(1) For the purpose of determining the question whether the qualified voters of the City of Mount Holly, North Carolina shall approve or disapprove (a) the indebtedness to be incurred by the issuance of the General Obligation Parks and Recreation Bonds of the City authorized by said bond order, which indebtedness shall be secured by a pledge of the City’s full faith and credit and (b) the levy of a tax for the payment thereof, said bond order shall be submitted to the qualified voters of said City at a special bond referendum to be held in said City on November 2, 2021.

(2) The City Clerk is hereby authorized and directed to publish a notice of said referendum which shall be in substantially the form entitled “**CITY OF MOUNT HOLLY, NORTH CAROLINA NOTICE OF SPECIAL BOND REFERENDUM**,” attached hereto. Said notice of referendum shall be published at

least twice. The first publication shall be not less than 14 days and the second publication shall be not less than 7 days before the last day on which voters may register for the special bond referendum.

(3) The Gaston County Board of Elections is hereby requested to print and distribute the necessary ballots and to provide the equipment for the holding of said referendum and to conduct and to supervise said referendum.

(4) The ballots to be used at said referendum will indicate that it is being held on behalf of the City of Mount Holly, North Carolina and will contain the following words:

“SHALL the order authorizing \$13,555,000 of bonds plus interest to provide funds to pay capital costs of providing parks and recreation facilities, including without limitation the acquisition, construction and improvement of parks and recreation facilities, acquisition of land for current and future parks and recreation uses and development of greenways and pedestrian crossings and providing that additional taxes may be levied in an amount sufficient to pay the principal of and interest on the bonds be approved?”;

with squares labeled **“YES”** and **“NO”** beneath or beside such words in which squares the voter may record his or her choice on the question presented; and

(5) The City Clerk shall mail or deliver a certified copy of this resolution to the Gaston County Board of Elections within three days after this resolution is adopted.

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

PASSED, ADOPTED AND APPROVED this 12th day of July, 2021.

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

I, Amy Miller, City Clerk of the City of Mount Holly, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of so much of the proceedings of the City Council as it relates to a resolution entitled “**RESOLUTION SETTING A SPECIAL BOND REFERENDUM AND DIRECTING THE PUBLICATION OF NOTICE OF A SPECIAL BOND REFERENDUM AND NOTIFICATION OF THE BOARDS OF ELECTIONS**” duly adopted by the City Council of the City of Mount Holly, North Carolina, at a meeting held on the 12th day of July, 2021 and that such proceedings are to be recorded in the minute books of said City Council.

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

City Clerk
City of Mount Holly, North Carolina

(SEAL)

**CITY OF MOUNT HOLLY, NORTH CAROLINA
NOTICE OF SPECIAL BOND REFERENDUM**

NOTICE IS HEREBY GIVEN of intention of the undersigned to call for a referendum on November 2, 2021, to approve the issuance of bonds of the City of Mount Holly, North Carolina which shall be for the following purposes and in the following maximum amount.

Parks and Recreation Bonds

\$13,555,000 of bonds to pay capital costs of providing parks and recreation facilities, including without limitation the acquisition, construction and improvement of parks and recreation facilities, acquisition of land for current and future parks and recreation uses and development of greenways and pedestrian crossings.

Taxes will be levied for the payment of the bonds. At said referendum the questions will be stated whether the order authorizing bonds for each of the purposes stated above shall be approved. The last day for registration for the referendum is October 8, 2021.

CITY OF MOUNT HOLLY, NORTH CAROLINA

/s/ Amy Miller

City Clerk

City of Mount Holly, North Carolina



City of Mount Holly Action Agenda Item

To: City Council From: Chief Roper	Date: 07/02/21 Meeting Date: 07/12/21
Agenda Item to be considered: Consideration and approval of MHPD Memorial Plaza-Bronze Statues proposal.	
Will this require a public hearing? ☐ YES ☒ NO	
Background/Purpose of Request: The MHPD Memorial Plaza Statue Committee reviewed the RFQ packages submitted. Carolina Bronze Statue and artist Ed Walker was selected by the committee as the recommended artist.	
Fiscal Impact:	
Will Item affect current budget	☐ YES ☐ NO X N/A
Reviewed by Finance Director	☐ YES ☐ NO X N/A
Preaudit Certification required	☐ YES ☐ NO X N/A
Capital Project Ordinance required	☐ YES ☐ NO X N/A
Budget Transfer required	☐ YES ☐ NO X N/A
Total City Dollars:	
Budget Code	
Reviewed by City Attorney	☐ YES ☐ NO X N/A
Manager/Staff Recommendation: <u>Review recommendation and approve selection.</u>	
Result of City Council Decision:	
Attachments: 1. Memo from Chief Roper 2. Carolina Bronze Sculpture proposal	



Don Roper
Chief of Police

Mount Holly Police Department

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

Memorandum

From: Chief Don Roper

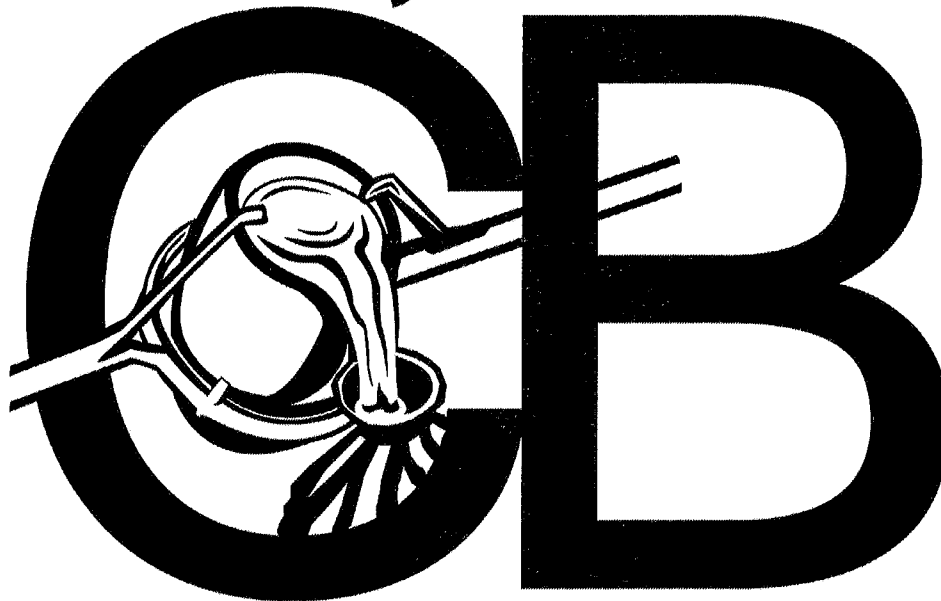
Reference: MHPD Memorial Plaza Bronze Statue Proposal

Date: 07-12-21

Members of the Statue Committee have selected Ed Walker, Sculptor and President/CEO/Chief Artist Carolina Bronze Sculpture as the recommended artist to sculpt and install bronze statues to be placed in the MHPD Memorial Plaza.

I have attached the proposal and invoice from Carolina Bronze Statues detailing the project as well as the cost summary and invoice total for the four proposed sculptures in the amount of \$270,575.19

We Play With Fire



CAROLINA BRONZE SCULPTURE

Custom Sculpture of:
Police Officer Monument at MHPD Memorial Plaza

Prepared For:
The City of Mount Holly, NC

6108 Maple Springs Road
Seagrove, NC 27341

ed@carolinabronze.com
melissa@carolinabronze.com

1.336.873.8291
www.carolinabronze.com



Dear Mr. Braswell,

Thank you for allowing Carolina Bronze Sculpture the opportunity to bid on your amazing project. In the following proposal, we have outlined the creation process for your sculpture. Here at Carolina Bronze Sculpture, details are crucial and customer satisfaction is always guaranteed. As local craftsmen, we are proud of our American made products and hope to fulfill all your sculpture needs.

DESIGN CONCEPT SESSION

Carolina Bronze Sculpture offers a design concept session, free of charge, which sets us apart from other artists and sculptors. This is also an opportunity to review concept drawings and specific designs that will be incorporated into your custom sculpture.

During the session we will discuss the main goals of the client(s) desires and visions for the completion of the statue as well as the following:

- Scope of the work
- Specific details of the statue - including pose, clothing, stance, and any other specifics.
- Three level options (Examples seen in upgrade options available)

SCOPE OF THE WORK

We look forward to creating your project. Once the design has been approved, we will create a 2' clay model of each figure based on the drawings. Pictures of the finished model will be sent to you for your approval. Upon completion of the full size clay model, you can visit the foundry for a final approval process. Once approved, a silicone rubber mold will be created. Waxes will be cast, and go through the ceramic shell process. The ceramic molds will be burned out and then filled with molten bronze. The bronze is welded together, chased, finish and a patina of your choice applied. You are always welcome to inquire about the progress and even visit our facilities to see how we create these magnificent works of art firsthand.

THE SCULPTOR

Ed Walker is the CEO and founder of Carolina Bronze Sculpture, and for over thirty years, he has been sculpting everything from wolf packs to military memorials, along with everything in between. Sculpting is his passion.



NOTABLE PROJECTS

PROJECT TITLE:

**Fallen Firefighter Memorial
Concord Minuteman
Phoenix
Veterans' Tribute**

PROJECT LOCATION:

**Wilmington, NC
Richmond, VA
Elon University
Burlington, NC**

With over thirty years of experience in the field, Ed Walker and his team of trained artisans are extremely qualified in the art industry and will create your custom bronze statue to last for thousands of years to come!

COST SUMMARY

(Please see attached invoice(s) for itemized pricing)

Total Statue Cost includes:

- Artist Fee
- Artwork/Sketches
- Materials Used
- Fabrication
- Clay Work
- Mold Work
- Foundry Fee
- Applicable Taxes
- Bronze Surcharge @ \$2.50/lb. This is subject to change.

No additional charges will be added.

A. Timeline of Project

- Clay work on this project will begin in the Fall of 2021.
- Foundry process for this project will begin July of 2022.
- Completion: 18 months upon signing of agreement and payment of deposit.

B. Shipping/Delivery: to be invoiced separately.

- Determined by client(s) location.

C. Terms

- Please see attached invoice(s) for payment terms.



UPGRADE OPTIONS:

BASE OPTIONS

If you would like, you can add upgrades to your statue such as a bronze or concrete base or bench. Carolina Bronze Sculpture works closely with our clients to make sure the finished product is created and displayed according to the client's desires. If you are interested in adding any additional features to your statue, email us at melissa@carolinabronze.com or call us at (336) 873-8291 and we can discuss the price that would be added onto your total costs.

DELIVERY, INSTALLATION AND MAINTENANCE

Once your sculpture is complete it will be delivered and unloaded at the address of your choice. The statue will include all the needed mounting hardware for installation. We are happy to walk you through the process or, if you choose, we will provide one of our representatives to handle the installation.

Your unique custom bronze statue will require little up-keep. Some weathering will occur over time, leaving natural mineral deposits. To avoid weathering and to preserve the appearance of the statue, we suggest an annual maintenance plan. Our trained staff can come to your location to clean and wax your sculpture at the same time each year.

FUNDRAISING IDEAS

We are aware that funding is a common concern when it comes to commissioning a statue. At Carolina Bronze Sculpture, we want to help you throughout this process however we can. Below we have listed fundraising strategies that have proven to be successful with past clients and could help you reach your goal of creating your statue.

- Donor Bricks
- Donor Plaques
- Miniature Sculptures in resin
- Limited Edition Bronze Miniatures
- Corporate Sponsorship
- Golf Tournaments
- Hole in One Contest
- Barbeques
- Social Media Usage



HOW DO I GET STARTED?

- Step 1 - Request Project Agreement
- Step 2 - Return Signed Agreement
- Step 3 - Sketch Design Concept
- Step 4 - 1/3 Payment Project Deposit
- Step 5 - Begin Initial Clay Work

Carolina Bronze Sculpture has been in this business for over thirty years! We have created sculpture from national monuments to veteran and first responder memorials. We want you to know that you are in good hands by choosing our company to create your sculpture. We take pride in our American made product and will deliver to you a one-of-a-kind monumental bronze piece that will inspire all those that see it! Enclosed are Ed and Melissa's personal phone numbers for any questions or concerns that you have along the way.

We look forward to working with you and making your vision a reality.

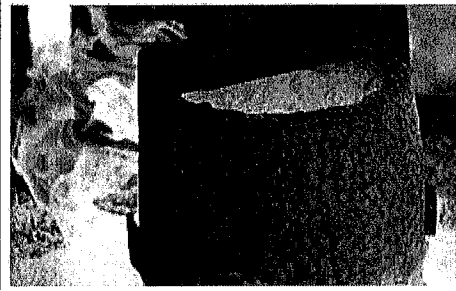
Best regards,



Ed Walker
O: 336.873.8291
C: 336.465.1121
ed@carolinabronze.com

Melissa Walker
O: 336.873.8291
C: 336.460.1411
melissa@carolinabronze.com

INVOICE



Carolina Bronze Sculpture

The East Coast's Premier Arts Foundry

6108 MAPLE SPRINGS RD

SEAGROVE, NC

27341

(PH) 336-873-8291

(FAX) 336-873-8291

WWW.CAROLINABRONZE.COM

*We play
with fire...*

Bill To	Account #
City of Mount Holly Attn: Miles Braswell PO Box 406 Mount Holly, NC 28120	

Ship To

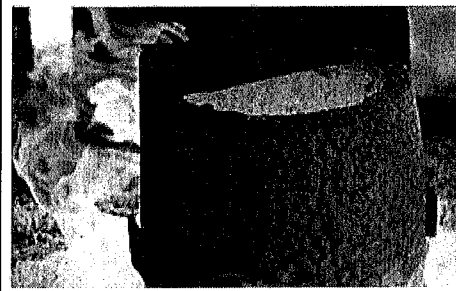
Date	6/15/2021	Invoice #	9800	Tax Exempt # (If Applicable)		
Ship Via	Project / Piece Name			P.O. No.	Terms	FINAL Due D...
Best Way	Officer w/ gear & Child				PER QUOTE	11/1/2022

Quantity	Item	Description	U/M	Rate	Amount
1	SCULPTED M...	Sculpting fee for a standing police officer with gear		46,200.00	46,200.00T
1	SCAN AND EN...	SCANNING AND ENLARGEMENT OF A		9,600.00	9,600.00T
		MODEL TO PRODUCE A LARGER			
		SCULPTURE			
1	SM	Silicone Mold(s) made from sculpture(s) to be used	SF	9,900.00	9,900.00T
		for wax and metal castings			
1	FB	Finished Bronze Casting with standard patina	SF	23,100.00	23,100.00T
		(police officer with gear 30sf)			
1	SCULPTED M...	Sculpting fee 6.5 year old standing child		17,865.00	17,865.00T
1	SCAN AND EN...	SCANNING AND ENLARGEMENT OF A		6,000.00	6,000.00T
		MODEL TO PRODUCE A LARGER			
		SCULPTURE			
1	SM	Silicone Mold(s) made from sculpture(s) to be used	SF	5,104.00	5,104.00T
		for wax and metal castings			
1	FB	Finished Bronze Casting with a standard patina	SF	8,930.00	8,930.00T
		(6.5 year old child 4' tall)			
1	NOTE	Terms: 1/3 down to start production, 1/3 when clay		0.00	0.00T
		has been approved & final payment when			
		completed.			
1	FEE	Surcharge for bronze		937.50	937.50T

In order to better serve our customers, Carolina Bronze Sculpture, Inc., is happy to accept cash, check, or credit card payments. However please note that if you pay by credit card we must add a 3% service charge to your invoice. We thank you and we greatly appreciate your business!	1/3 downpayment required to begin production	Subtotal	\$127,636.50
		Sales Tax (7.0%)	\$8,934.56
		Total	\$136,571.06
		Payments/Credits	\$0.00
		Balance Due	\$136,571.06

All final payments due are subject to interest beginning 60 days after final due date has passed unless otherwise agreed upon.

INVOICE



Carolina Bronze Sculpture

The East Coast's Premier Arts Foundry

6108 MAPLE SPRINGS RD
SEAGROVE, NC
27341

(PH) 336-873-8291

(FAX) 336-873-8291

WWW.CAROLINABRONZE.COM

*We play
with fire...*

Bill To	Account #
City of Mount Holly Attn: Miles Braswell PO Box 406 Mount Holly, NC 28120	

Ship To

Date	6/15/2021	Invoice #	9801	Tax Exempt # (If Applicable)	
Ship Via	Project / Piece Name			P.O. No.	Terms
Best Way	Officer kneeling & K-9 dog				PER QUOTE
					11/1/2022

Quantity	Item	Description	U/M	Rate	Amount
1	SCULPTED M...	Sculpting fee for a Police Officer kneeling with gear		46,200.00	46,200.00T
1	SCAN AND EN...	SCANNING AND ENLARGEMENT OF A		9,600.00	9,600.00T
		MODEL TO PRODUCE A LARGER			
1	SM	SCULPTURE from a (2' model)	SF	9,900.00	9,900.00T
		Silicone Mold(s) made from sculpture(s) to be used			
1	FB	for wax and metal castings	SF	23,100.00	23,100.00T
		Finished Bronze Casting of a full size kneeling			
		officer (30sf)			
1	SCULPTED M...	Sculpting fee for a K-9 dog / German Shepherd (30"		16,940.00	16,940.00T
		at shoulder, 11sf)			
1	SCAN AND EN...	SCANNING AND ENLARGEMENT OF A		5,250.00	5,250.00T
		MODEL TO PRODUCE A LARGER			
1	SM	SCULPTURE	SF	4,840.00	4,840.00T
		Silicone Mold(s) made from sculpture(s) to be used			
1	FB	for wax and metal castings	SF	8,470.00	8,470.00T
		Finished Bronze Casting with standard patina K-9			
		dog / German Shepherd (30" at shoulder, 11sf)			
1	NOTE	Terms: 1/3 down to start production, 1/3 when clay		0.00	0.00T
		has been approved & final payment when sculpture			
		is complete.			
1	FEE	Surcharge for bronze		937.50	937.50T

1/3 downpayment required to begin production In order to better serve our customers, Carolina Bronze Sculpture, Inc., is happy to accept cash, check, or credit card payments. However please note that if you pay by credit card we must add a 3% service charge to your invoice. We thank you and we greatly appreciate your business!			Subtotal	\$125,237.50
			Sales Tax (7.0%)	\$8,766.63
			Total	\$134,004.13
			Payments/Credits	\$0.00
			Balance Due	\$134,004.13

All final payments due are subject to interest beginning 60 days after final due date has passed unless otherwise agreed upon.



City of Mount Holly Action Agenda Item

To: Mayor and City Council Jonathan Wilson, Deputy Utilities From: Director/Project Manager	Date: July 7, 2021 Meeting Date: July 12, 2021															
Agenda Item to be considered:																
Consideration and Approval of the Lowest Responsive and Responsible Bid for MHPD Memorial Project and Approval of Budget Amendment to Allocate Fund Balance to the Special Project Fund																
Will this require a public hearing? ☐ YES ☒ NO																
Background/Purpose of Request:																
On June 7, 2021 the City of Mount Holly advertised the MHPD Memorial Plaza for construction bids. A pre-bid meeting was held on June 14, 2021 with three contractors in attendance. On June 24, 2021 Addendum #1 was issued and on June 30, 2021 Addendum #2 was issued. The original bid date was July 6, 2021 at 2:00 PM. Through Addendum #1 the bid date was revised to July 7, 2021 at 2:00 PM. Bids were accepted on July 7, 2021 at 2:00 PM. Four bids were received with the lowest two being as follows: <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"><thead><tr><th style="text-align: center;"><u>Company</u></th><th style="text-align: center;"><u>Base Bid</u></th><th style="text-align: center;"><u>Contingency Allowance (15%)</u></th><th style="text-align: center;"><u>Total</u></th><th style="text-align: center;"><u>Alternate #1</u></th></tr></thead><tbody><tr><td>JD Goodrum Company, Inc.</td><td style="text-align: right;">\$674,996.00</td><td style="text-align: right;">\$101,249.40</td><td style="text-align: right;">\$776,245.40</td><td style="text-align: right;">\$11,700.00</td></tr><tr><td>Quinn Sales, Inc.</td><td style="text-align: right;">\$721,000.00</td><td style="text-align: right;">\$108,150.00</td><td style="text-align: right;">\$829,150.00</td><td style="text-align: right;">\$18,750.00</td></tr></tbody></table> JD Goodrum Company, Inc. appears to be the lowest bidder for the MHPD Memorial Plaza project; however, at the time this agenda form was created Staff had not had the opportunity to verify the responsiveness and responsibility of the lowest bidder.		<u>Company</u>	<u>Base Bid</u>	<u>Contingency Allowance (15%)</u>	<u>Total</u>	<u>Alternate #1</u>	JD Goodrum Company, Inc.	\$674,996.00	\$101,249.40	\$776,245.40	\$11,700.00	Quinn Sales, Inc.	\$721,000.00	\$108,150.00	\$829,150.00	\$18,750.00
<u>Company</u>	<u>Base Bid</u>	<u>Contingency Allowance (15%)</u>	<u>Total</u>	<u>Alternate #1</u>												
JD Goodrum Company, Inc.	\$674,996.00	\$101,249.40	\$776,245.40	\$11,700.00												
Quinn Sales, Inc.	\$721,000.00	\$108,150.00	\$829,150.00	\$18,750.00												
Fiscal Impact:																
Will Item affect current budget	☐ YES	☒ NO	☐ N/A													
Reviewed by Finance Director	☒ YES	☐ NO	☐ N/A													
Preaudit Certification required	☒ YES	☐ NO	☐ N/A													
Capital Project Ordinance required	☐ YES	☐ NO	☒ N/A													
Budget Transfer required	☒ YES	☐ NO	☐ N/A													
Total City Dollars:	\$															
Budget Code																
Reviewed by City Attorney	☐ YES	☒ NO	☐ N/A													
Manager/Staff Recommendation: Staff is requesting City Council award the project to the lowest responsive and responsible bidder which will be identified at the July 12, 2021 City Council meeting.																
Result of City Council Decision: _____																
Attachments:																
1. Bid Tabulation																

Bid Tabulation	
MHPD Memorial Plaza McAdams Project#: Construction Budget: 400,000 - 500,000	Date: July 7, 2021 Time: 2:00 PM. Location: Council Chambers

GENERAL CONTRACTOR				
Name:	Miles McClellin	Quinn Sales, Inc.	JD Goodrum	Heartland
License No.:	63358	6736	197284	55277

- Questions Asked Prior to Opening Bids
1. Have all bidders received all addenda issued?
 2. Was anyone denied the right to bid?
 3. Are there any objections to proceeding with the bid opening?

BID ITEMS									
Signed/Sealed Bid Form	yes	yes	yes	yes	yes				
Bond	yes	yes	yes	yes	yes				
Signed/Acknowledgement of Addenda	yes	yes	yes	yes	yes				
Unit Pricing	yes	yes	yes	yes	yes				
Execution of Bid Form	yes	yes	yes	yes	yes				
Base Bid Price	750,000	721,000	674,996	854,981					
Contingency	112,500	108,150	101,249	128,247					
BASE BID	862,500	829,150	776,245.40	983,228					
ALTERNATES									
Alternate No. 1	19300	18,750	11,700	42,400					
TOTAL									

I certify that the above bids were received sealed and were publicly opened and read aloud at the time and place indicated and that this is a true and correct tabulation of all bids received for this project.

Jonathan Wilson, Deputy Utilities Dir/Project Manager

Typed/Printed Name and Title of City Staff

Signature

Date 7/7/21



CITY OF MOUNT HOLLY
FY 20-21 Budget Amendment

Account Number	Description	Account Debit	Account Credit
10-10-4310-551	Special Projects	\$812,415.00	
10-00-3991-000	Appropriated Fund Balance		\$ 812,415.00
TOTAL		\$812,415.00	\$ 812,415.00

Date Submitted: 12-Jul-21

Finance Officer: _____

City Manager: _____

Department Comments:

Amendment to allocate Fund Balance for the MHPD Memorial Plaza

Unassigned Fund Balance after Budget Amendment Approval: 3,909,057

% of Budget after Budget Amendment Approval: 28.046%

REPORTS

Mount Holly Parks & Recreation

Monthly Report- June 2021

Senior Citizen Activity Group- The Senior Citizens met 22 days during the month of June. The total attendance was 265, with 34 different members attending. Their activities included walking, corn hole, and shuffleboard.

Fitness Center- The Fitness Center was open 22 days throughout June. The total attendance was 94, with 19 different members attending. Of the 19, 6 were paying residents.

Athletics- Our youth spring season of baseball and girls' softball finished up in June.

Our adult open summer volleyball league started in June. We have 4 teams competing in the league. Matches are played on Monday & Thursday evenings at the Tuckasee Community Center. The season will last until the end of July. Free-play volleyball is held on Tuesday evenings.

Free-play pickleball is held Tuesdays and Thursdays from 1-3pm and Wednesdays from 6-8pm at the Tuckasee Community Center. We had a total of 68 visits by 15 different players.

Rentals & Special Events- The Tuckasee and River Street Park shelters were rented eight times during the month of June. The estimated attendance was 256 people.

We hosted National Trails Day with the Carolina Thread Trail on Saturday June 5. The estimated attendance for this event was between 1200-1500 people. The participants enjoyed kayaking, bike rides, guided walks, music, food trucks, and other vendors.

News & Notes-

Trail counter total for greenway section near Tuckasee Park- 4391, with 648 on June 5

There is a downtown event scheduled for Friday July 16. Musical entertainment will be provided by The Entertainers.

Parks & Recreation Commission is scheduled to meet on Tuesday July 27th at 630pm.

Incident Disposition Totals by Offense

MOUNT HOLLY POLICE

(06/01/2021 - 06/30/2021)

Offense:	Closed By Arrest:	Closed/Offh. Means:	Death of Offender:	Prosecut. Declined:	Cust. Oth. Jurisdic.:	Vic. Ref. Cooper.:	Juv. No Custody:	Not Applic.:	Unfound.:	Reported:	Actual:	Further Invest.:
11A - Rape	0	0	0	0	0	0	0	1	0	1	1	1
13A - Aggravated Assault	1	0	0	1	0	0	0	3	0	4	4	2
13B - Simple Assault	0	3	0	6	0	1	0	3	2	10	8	0
13C - Intimidation	0	2	0	2	0	0	0	1	0	3	3	0
220 - Burglary/Breaking & Entering	0	0	0	0	0	0	0	4	0	4	4	4
23D - Theft From Building	0	0	0	0	0	0	0	2	0	2	2	2
23F - Theft From Motor Vehicle	0	1	0	0	0	0	0	4	0	4	4	3
23G - Theft of Motor Vehicle Parts or Accessories	1	2	0	0	0	0	0	10	0	10	10	7
23H - All Other Larceny	1	2	0	1	0	0	0	9	0	10	10	6
240 - Motor Vehicle Theft	0	1	0	0	0	0	0	3	0	3	3	2
26A - False Pretenses/Swindle/Confidence Game	0	1	0	0	0	0	0	2	0	2	2	1
26B - Credit Card/Automatic Teller Machine Fraud	0	2	0	0	0	0	0	5	0	5	5	3
26C - Impersonation	0	0	0	0	0	0	0	1	0	1	1	1
26E - Wire Fraud	0	0	0	0	0	0	0	1	0	1	1	1
26F - Identity Theft	0	0	0	0	0	0	0	1	0	1	1	1
280 - Stolen Property Offenses	2	0	0	0	0	0	0	2	0	2	2	0
290 - Destruction/Damage/Vandalism of Property	2	1	0	1	0	0	0	6	0	7	7	4
35A - Drug/Narcotic Violations	2	0	0	0	0	0	0	6	0	6	6	4
35B - Drug Equipment Violations	4	0	0	0	0	0	0	5	0	5	5	1
36B - Statutory Rape	0	0	0	0	0	0	0	1	0	1	1	1
520 - Weapon Law Violations	1	1	0	0	0	0	1	2	0	3	3	1
90C - Disorderly Conduct	0	0	0	1	0	0	0	0	0	1	1	0

Incident Disposition Totals by Offense

MOUNT HOLLY POLICE

(06/01/2021 - 06/30/2021)

Offense:	Closed By Arrest:	Closed/Oth. Means:	Death of Offender:	Prosecut. Declined:	Cust. Oth. Jurisdic.:	Vic. Ref. Cooper.:	Juv. No Custody:	Not Applic.:	Unfound.:	Reported:	Actual:	Further Invest.:
90D - Driving Under the Influence	6	0	0	0	0	0	0	6	0	6	6	0
90J - Trespass of Real Property	0	0	0	0	0	0	0	1	0	1	1	1
90Z - All Other Offenses	7	0	0	2	0	0	0	8	2	11	9	0
90Z.01 - Traffic Violations	12	0	0	0	0	0	0	14	0	14	14	2
90Z.02 - Open Container	1	0	0	0	0	0	0	1	0	1	1	0
90Z.03 - Court Violations	4	0	0	0	0	0	0	4	0	4	4	0
90Z.04 - Parole or Probation Violations	1	0	0	0	0	0	0	1	0	1	1	0
90Z.05 - Found Property	0	3	0	1	0	0	0	6	1	7	6	2
90Z.06 - Involuntary Commitment	3	0	0	0	0	0	0	2	0	3	3	0
90Z.08 - Escape from Custody or Resist Arrest (Non Assaultive)	3	0	0	0	0	0	0	3	0	3	3	0
90Z.10 - Missing Person	0	1	0	0	0	0	0	5	0	5	5	0
90Z.11 - Call For Service	0	2	0	0	0	0	0	9	3	10	7	5
90Z.13 - B&E to Motor Vehicle	0	2	0	0	0	1	0	2	0	3	3	1
90Z.14 - Larceny after B&E	0	0	0	0	0	0	0	1	0	1	1	1
90Z.15 - Damage to Property <\$500.00	0	2	0	0	0	1	0	7	0	8	8	6
Totals:	51	26	0	15	0	3	1	142	8	164	156	63

Arrest Race/Sex Totals by Offense

MOUNT HOLLY POLICE

(06/01/2021 - 06/30/2021)

Primary Offense:	White Male:	Black Male:	Indian Male:	Asian Male:	White Female:	Black Female:	Indian Female:	Asian Female:	Juven.:	Adult:	Resd.:	NonRes.:	Arrests:
13A - Aggravated Assault	0	0	0	0	0	1	0	0	0	1	1	0	1
35A - Drug/Narcotic Violations	0	0	0	0	1	0	0	0	0	1	0	1	1
520 - Weapon Law Violations	1	0	0	0	0	0	0	0	0	1	1	0	1
90D - Driving Under the Influence	2	2	0	0	1	1	0	0	0	6	2	4	6
90Z - All Other Offenses	2	2	0	0	2	1	0	0	0	7	5	2	7
90Z.01 - Traffic Violations	1	0	0	0	0	0	0	0	0	1	1	0	1
90Z.03 - Court Violations	3	1	0	0	3	0	0	0	0	7	3	3	7
90Z.06 - Involuntary Commitment	0	1	0	0	0	0	0	0	0	1	0	0	1
Totals:	9	6	0	0	7	3	0	0	0	25	13	10	25

Citation Totals by Charge

MOUNT HOLLY POLICE

(06/01/2021 - 06/30/2021)

Charge:	Number of Charges:
Speeding (Misdemeanor)	1
DWI	2
No Operator License	1
Driving While License Revoked	2
Expired Registration	2
Failure To Stop (Stop Sign/Flashing Red Light)	1
No Insurance	2
Failure To Reduce Speed	1
Other (Misdemeanor)	1
Other (Infraction)	1
Other (2nd Charge - Misdemeanor)	3
Other (2nd Charge - Infraction)	2
Total:	19

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

CFS By Department - All Departments By Date
6/1/2021 - 6/30/2021

MOUNT HOLLY COMMUNICATIONS	Count	Percent
DOMESTIC ASSAULT	1	100.00%
Total Records For MOUNT HOLLY COMMUNICATIONS	1	Dept Calls/Total Calls 0.06%
MOUNT HOLLY POLICE	Count	Percent
ABC ENFORCEMENT	2	0.11%
ALARM B	21	1.19%
ALARM R	31	1.75%
ANIMAL COMPLAINT	3	0.17%
ASSAULT AL OCC	7	0.40%
ASSAULT W/ WEAPON	1	0.06%
ASSIST CITY DEPARTMENT	2	0.11%
ASSIST FD/EMS	20	1.13%
ASSIST LE AGENCY	39	2.20%
ASSIST OTHER	2	0.11%
ATTEMPTED B & E	2	0.11%
B & E BUSINESS AL OCC	3	0.17%
B & E RES AL OCC	1	0.06%
B & E TO VEHICLE ALR OCC	2	0.11%
B & E VEHICLE IN PROGRESS	1	0.06%
CHECK ROADWAY	9	0.51%
CHECK THE WELFARE	35	1.98%
CHILD CUSTODY	3	0.17%
CIVIL DISPUTE	9	0.51%
COMM SERV SPECIAL EVENT	3	0.17%
COMMUNICATING THREATS	10	0.56%
COURT	6	0.34%
DAMAGE TO PROPERTY	10	0.56%
DEATH NOTIFICATION	1	0.06%
DIRECT TRAFFIC	1	0.06%
DISCHARGE FIREARM	5	0.28%
DISTURBANCE NATURE UNK	5	0.28%
DOMESTIC ARGUMENT	35	1.98%
DOMESTIC ASSAULT	11	0.62%
DRUGS	4	0.23%
FIGHT MULTIPLE SUBJ	1	0.06%
FOLLOW UP INVESTIGATION	45	2.54%
FOOT PATROL	3	0.17%
FOUND PROPERTY	8	0.45%
FRAUD	14	0.79%
FUNERAL ESCORT	4	0.23%
HANGUP 911	13	0.73%
HARRASSMENT	7	0.40%

MOUNT HOLLY POLICE	Count	Percent
HIT & RUN PD	7	0.40%
IDENTITY THEFT	2	0.11%
INDECENT EXPOSURE	1	0.06%
INFORMATION ONLY	30	1.69%
INTOXICATED DRIVER	8	0.45%
INTOXICATED PEDESTRIAN	2	0.11%
JUVENILE	16	0.90%
JUVENILE SEX ASSAULT AL OCC	3	0.17%
K9 DEPLOYMENT-ARTICLE SEARCH	1	0.06%
K9 DEPLOYMENT-BUILDING/RESIDENCE SEARCH	1	0.06%
K9 DEPLOYMENT-TRACKING	3	0.17%
K9 DEPLOYMENT-VEHICLE SEARCH	3	0.17%
KIDNAPPING AL OCC	1	0.06%
LARCENY AL OCC	20	1.13%
LARCENY FROM VEHICLE	6	0.34%
LICENSE CHECK	2	0.11%
MENTAL COMMITMENT	2	0.11%
MISC CALL	1	0.06%
MISSING PERSON ADULT	2	0.11%
MISSING PERSON JUVENILE	5	0.28%
MV COLLISION PD	21	1.19%
MV COLLISION PI	6	0.34%
NOISE VIOLATION	12	0.68%
OBTAINING WARRANT	10	0.56%
OVERDOSE	2	0.11%
PARKING VIOL	3	0.17%
PERSONAL ESCORT	10	0.56%
PROWLER	6	0.34%
PUBLIC NUISANCE BIKES/SKATEBOARDS/ATV/DIRT BIKES	1	0.06%
PUBLIC SERVICE CALL	59	3.33%
RADAR/TRAFFIC ENFORCEMENT	5	0.28%
RECOVER STOLEN PROPERTY	2	0.11%
ROAD RAGE	1	0.06%
SERVE WARRANT	26	1.47%
SOLICITATION	3	0.17%
SPECIAL ASSIGNMENT	19	1.07%
SPECIAL CHECK	673	37.98%
STOLEN VEHICLE AL OCC	4	0.23%
STRANDED MOTORIST	29	1.64%
SUBJECT WITH A GUN/WEAPON	1	0.06%
SUICIDAL SUBJECT	3	0.17%
SURVEILLANCE	1	0.06%
SUSPICIOUS PERSON	52	2.93%
SUSPICIOUS VEH OCCUP	58	3.27%
SUSPICIOUS VEH UNOCCUP	62	3.50%
TRAFFIC OTHER	15	0.85%
TRAFFIC STOP	144	8.13%
TRAILER DEPLOYMENT	1	0.06%

MOUNT HOLLY POLICE	Count	Percent
TRESPASS	28	1.58%
UNAUTHORIZED USE OF CONVEYANCE	2	0.11%
VANDALISM AL OCC	3	0.17%
VERBAL ARGUMENT	15	0.85%
Total Records For MOUNT HOLLY POLICE	1772	Dept Calls/Total Calls 99.27%
No Units	Count	Percent
ASSIST LE AGENCY	1	8.33%
CHECK THE WELFARE	2	16.67%
DISCHARGE FIREARM	1	8.33%
PUBLIC SERVICE CALL	1	8.33%
SPECIAL CHECK	4	33.33%
SUSPICIOUS VEH UNOCCUP	2	16.67%
TRAFFIC STOP	1	8.33%
Total Records For No Units	12	Dept Calls/Total Calls 0.67%
Total Records		1785

PUBLIC WORKS REPORT

	MAY	2021	2020	2019
Water				
Daily Average (mgd)		2.865	2.7109	3.064
Daily Maximum (mgd)		4.133	3.101	4.164
Daily Minimum (mgd)		2.343	2.291	2.457
Monthly Total (mg)		88.819	84.037	94.994
Customers				
Inside City Limits		6793	6548	6405
Outside City Limits		501	488	494
TOTAL		7294	7036	6899
Wastewater				
Daily Average (mgd)		2.085	2.497	2.136
Daily Maximum (mgd)		3.693	6.583	3.060
Daily Minimum (mgd)		1.065	1.194	1.220
Monthly Total Flow (mg)		64.647	77.405	66.213
American & Efird Total Flow (mg)		21.509	9.472	19.814
Customers				
Inside City Limits		6369	6130	6001
Outside City Limits		58	53	53
TOTAL		6427	6183	6054
Sanitation				
Number of Customers				
Residential		5883	5685	5538
Commercial / Industrial		153	152	153
Recycling		5970	5758	5646
Garbage Collected (tons)		488.47	662.77	368.69
General Yardwaste (tons)		69.93	106.48	81.41
Chipping (tons)		0	0	0.00
Leaves (tons)		0	0	0.00
Total Yardwaste (tons)		69.93	106.48	81.41
White Goods (tons)		0	0	0.00
Recycling (tons)		N/A	N/A	112.93