June 28, 2021
Council Work Session 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 M. Anders, City Attorney
Miles Braswell, City Manager

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

June 28, 2021
6:30 P.M.
CALL TO ORDER BY THE MAYOR

INVOCATION

SET THE AGENDA

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

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. *Marie Anders*

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*

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

4. Presentation of the Parks Bond Communication Plan *Brian DuPont*

ADJOURN

City of Mount Holly
Action Agenda Item

To:	Mayor and City Council	**Date:**	June 23, 2021
From:	Michelle Wood	**Meeting Date:**	June 28, 2021

Agenda Item to be considered: Consideration and approval of year end budget amendments

Will this require a public hearing? ☐ YES ☒ NO

Background/Purpose of Request:

To allow staff to make necessary amendments to the 2020-2021 adopted budget

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

Manager/Staff Recommendation: Approval of budget amendments as attached

Result of City Council Decision:_____

Attachments: Budget Amendment Form

CITY OF MOUNT HOLLY
FY 20-21 Budget Amendment

Account Number	Description	Account Debit	Account Credit
10-00-4210-199	Contract Services	$ 10,000.00	
10-00-4110-194	Contract Services		$ 10,000.00
10-00-4210-439	Equipment Rental/Lease	$ 7,500.00	
10-30-4710-439	Equipment Rental/Lease		$ 5,000.00
10-10-4310-439	Equipment Rental/Lease		$ 2,500.00
10-10-4340-121	Salaries & Wages- Regular	$ 55,000.00	
10-00-4120-121	Salaries & Wages- Regular		$ 57,500.00
10-20-4550-121	Salaries & Wages- Regular	$ 2,500.00	
10-00-4110-622	Election Expense		$ 20,000.00
10-10-4340-353	M/R Vehicles	$ 20,000.00	
10-20-4550-199	Contract Services	$ 6,500.00	
10-00-4120-199	Contract Services		$ 6,500.00
62-91-7130-121	Salaries & Wages- Regular	$ 5,000.00	
62-91-7110-121	Salaries & Wages- Regular		$ 5,000.00
62-91-3991-000	Fund Balance Appropriated		$ 2,500,000.00
62-91-3982-980	Miscellaneous	$ 2,500,000.00	
	TOTAL	$ 2,606,500.00	$ 2,606,500.00

Date Submitted: 28-Jun-21

Finance Officer: ______________________

City Manager: ______________________

Department Comments:

Move funding between departments to cover expenses for end of year balancing and

Budget the transfer from fund 62 to fund 45 for the Dutchman's Creek Project

Unassigned Fund Balance after Budget Amendment Approval: $4,245,142

% of Budget after Budget Amendment Approval: 30.45%

City of Mount Holly
Action Agenda Item

To: Mayor and City Council **From:** David E. Johnson	**Date: 6/23/21** **Meeting Date:** 6/28/2021

Agenda Item to be considered: Resolution Affirming the City's support for the NPDES MS4 Stormwater Program

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

Background/Purpose of Request :

The 5-year NCDEQ audit of the MS4 ("Municipal Separate Storm Sewer System"), Stormwater Program was completed and the City's Stormwater Program was deemed non-compliant in several areas. The NCDEQ requires a City Council Resolution (attached) stating that the Council acknowledges the specific notice of violation requirements to obtain a new individual NPDES MS4 Permit. The Council Resolution affirms its support for development and implementation of a compliant MS4 Stormwater Program for the City of Mount Holly.

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

Manager/Staff Recommendation: Recommend approval to meet the state's mandate of a resolution being submitted to the state by August 4, 2021.

Result of City Council Decision:

Attachments: Resolution

Resolution No: #

Date Adopted:

RESOLUTION AFFIRMING THE CITY OF MOUNT HOLLY COUNCIL'S SUPPORT REGARDING IMPLEMENTATION OF A COMPLIANT NPDES MS4 STORMWATER PROGRAM

A RESOLUTION to develop and implement a compliant stormwater management program that meets the requirements of the City of Mount Holly's National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS$) Permit Number NCS000407 to discharge stormwater, inclusive of the required Stormwater Management Plan to be prepared by the City and approved by the North Carolina Department of Environmental Quality.

WHEREAS, Section 402(p) of the federal Clean Water Act requires NPDES permits for stormwater discharges from municipal separate storm sewer systems; and

WHEREAS, in North Carolina, NPDES Permits are issued by the North Carolina Department of Environmental Quality; and

WHEREAS, the North Carolina Department of Environmental Quality issued the City of Mount Holly its second NPDES MS4 permit for discharge of stormwater on February 20, 2017 ; and

WHEREAS, the City of Mount Holly was issued Notice of Violation number NOV-2021-PC-0303 on June 4, 2021 for noncompliance with the issued NPDES MS4 Permit; and

WHEREAS, the City of Mount Holly acknowledges the specific Notice of Violation requirements to obtain a new individual NPDES MS4 Permit; and

WHEREAS, the City of Mount Holly acknowledges the specific Notice of Violation requirements to conduct a self audit of permit compliance for the balance of permit requirements not specifically audited by the North Carolina Department of Environmental Quality, and to develop a draft Stormwater Management Plan to comply with Section 402 (p) (3)(B)(iii) of the Clean Water Act, 40 CFR 122.34(b) and NPDES MS4 Permit requirements, and to submit its draft Stormwater Management Plan to the North Carolina Department of Environmental quality no later than 120Days from NOV date for review and approval; and

WHEREAS, the City of Mount Holly acknowledges the specific Notice of Violation requirement to adopt a Council Resolution to implement a compliant and enforceable stormwater management program as defined by both the NPDES MS4 Permit number NCS000407 and the required new Stormwater Management Plan, and said resolution is to be submitted to the North Carolina Department of Environmental Quality no later than 60 days from NOV date; and

WHEREAS, the City of Mount Holly acknowledges the requirement to provide adequate funding and staffing to implement a Stormwater Management Program that complies with its NPDES MS4 Permit and approved Stormwater Management Plan; and

WHEREAS, the City of Mount Holly acknowledges that North Carolina Department of Environmental Quality enforcement action and penalties could result from non-compliance with the specific requirements in Notice of Violation number NOV-2021-PC-0303; and

WHEREAS, the City of Mount Holly acknowledges that any North Carolina Department of Environmental Quality enforcement action and penalties may not prohibit the U.S. Environmental Protection Agency from taking its own enforcement action for non-compliance with the issued NPDES MS4 Permit.

NOW, THEREFORE, BE IT RESOLVED that the Council of The City of Mount Holly hereby affirms its support for development and implementation of a compliant NPDES MS4 Stormwater Program.

Bryan Hough, Mayor

Miles Braswell, Town Manager

David Johnson, Stormwater Program Administrator

Amy Miller, Town Clerk

ADOPTED by the City Council of The City of Mount Holly, North Carolina the _____ Day of _________, 2021 and signed in authentication there of the ______ day of __________, 2021

MEMORANDUM

TO: Mayor and City Council
FROM: Marie M. Anders, City Attorney
RE: Redevelopment sale by alternative legal procedure
DATE: June 25, 2021

In response to the City Council's Redevelopment Request for Proposals dated March 23, 2021, to sell 725 Elm Street under the alternative economic development sale procedure of NCGS 158-7.1, Miles Braswell, Greg Beal, Kemp Michael, and I met with selected proposer John Marrino, the owner of The Olde Mecklenburg Brewery ("OMB"), and his attorney to negotiate a proposed purchase and sale agreement, development agreement, and form of deed with restrictive covenants. Please find attached those proposed documents, along with a proposed resolution to call for a public hearing pursuant to NCGS 158-7.1 to approve the conveyance to OMB.

If the City Council wishes to proceed, the next step in the process is to call for a public hearing, advertise the public hearing at least 10 days in advance, and then Council will have the legal authority to approve the proposed purchase and sale agreement. Mr. Marrino and his attorney will be in attendance Monday night to answer any questions or comments you may have and to respond to any feedback you may have.

The proposed purchase and sale agreement calls for OMB to pay $200,000 cash for 725 Elm St. The buyer would deposit $10,000 earnest money and have 90 days due diligence. The closing would occur within 30 days of the expiration of the due diligence period.

At closing, the buyer would receive a deed from the City with certain restrictive covenants. The restrictive covenants require OMB to follow the terms of the development agreement, or else the City has the option to repurchase the property from OMB for the $200,000 purchase price plus documented amounts OMB has spent to construct the project in accordance with approved plans. The City can receive credit towards the repurchase price for certain sums we spend associated with OMB's default that are not covered by OMB's financial guarantee. Also at closing, OMB will post a payment & performance bond or a letter of credit to the City for 120% of the cost of the demolition and the construction costs to construct a shell warehouse, commissary kitchen, and restaurant. If OMB defaults under the development agreement, the City can call on the financial guarantee to finish the demolition and shell construction in addition to having the option to repurchase the property. OMB has asked if the City would consider sharing the cost of the payment & performance bond, which is estimated to be around $30,000.

The development agreement further fleshes out the agreement between the City and OMB. It sets forth milestones in construction, including that OMB must secure financing for construction within one year, complete construction within three years, have a grand opening within 6 months of completing construction, and thereafter operate as OMB without "going dark" for three years. The City Manager has the ability to approve final construction plans and material change orders. OMB is not allowed to transfer the property except in limited circumstances without asking permission until the milestones are over. A preliminary budget and schedule are attached as Exhibit B. If all goes according to schedule, after OMB has operated for three years the City will terminate the restrictive covenants in the deed.

RESOLUTION TO CALL FOR A 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

I move that a public hearing be held at the City Council meeting on July 12, 2021, at 7:00 PM, to discuss the City's intention to sell the property owned by the City of Mount Holly located at 725 Elm Street, under the economic development provisions of NC General Statute Section 158-7.1. The interest to be conveyed is fee simple. The value of the interest is estimated to be $350,000.00 without being subjected to any covenants, conditions, and restrictions, and is estimated to be $165,000.00 subject to the covenant of the proposed buyer to demolish the existing wastewater treatment plant and related improvements. The proposed consideration is $200,000.00. Notice of this 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.

Motion by:

Seconded by:

Vote:

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 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 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, 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. Marrino
Title: 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

Buyer Initials _____ _____ Seller Initials _____ _____

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 Northernly 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 urns 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 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 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
Commisary 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	

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

Upfit Cost/CAPEX Budget (OMB)

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

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

Total Investment 2021 - 2023	$4,345,000

$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 Northernly 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 urns 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:	City Council	**Date:**	6-16-21
From:	Brian DuPont	**Meeting Date:**	6-28-21

Agenda Item to be considered: Public hearing on a text amendment to Section 3.26.1 General Definitions, Section 3.26.5 Definitions Relating to Gateway Overlay, and 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.

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

Background/Purpose of Request : At the June 14th council meeting, there were some questions that staff wanted to confirm and return to Council with appropriate information.

1. **What if a convenience store or service station wanted to be brought into the South Gateway as part of a multi-tenant center or grocer?** Yes, this would be permissible as these uses would then be incidental to the comprehensive site. These types of developments typically have a master plan that is appropriate based on the goals of the recent City adopted plans.
2. **Can allowances for these uses be made through a rezoning or other future text amendment?** Yes, in the future these uses as part of a bigger project could be approved by the City through a conditional zoning process or future text amendment. The City has done this in the past in other Overlays. For example, tattoo studios were prohibited in the downtown area many years ago. But then a proposal for a tattoo studio only in conjunction with an art gallery, art studio and/or retail boutique would allow this use.
3. **Is the Market Analysis still appropriate?** Staff agrees with the 2017 analysis. The reason being is that none of the major leakage uses identified have located in the City since 2017. Meaning that tens of millions of dollars is still being spent at grocery stores outside of the City. Other uses of the leakage have been coming to the City, but there is still a demand. <u>However, Service stations and convenience stores were not identified as a leakage, which means that the City is adequately capturing these revenues based on the number of businesses existing in the City.</u> Also, while the pandemic did show that certain shopping habits had to change (during lockdown) it has not changed forever as we are seeing in-person shopping continuing.

During the Strategic Vision Plan and Land Use Plan update, the South Gateway District was studied in much more detail and a significant amount of public input was gathered. The intent of these plans was to promote uses in this area that were commercial with opportunities for mixed use as appropriate.

It was understood that amendments were needed and identified in the Land Use & Economic Development Policy Recommendations of the Land Use Plan (below). Also, the Community Corridor Place Type was adopted that identified more retail and office along main corridors.

Land Use Policy #1: Identify changes to the Zoning Ordinance that encourage development matching the goals of the preferred growth strategy and future land use Map.

Land Use Policy #2: Encourage the development of distinct mixed-use districts for Downtown, <u>the Gateway Centers</u>, and the Neighborhood Centers as identified on the future land use map.

Economic Development Policy #1: Promote opportunities for additional retail and restaurant establishments within the City.

Staff recommends the prohibition of service stations (gasoline) and convenience stores in the South Gateway Overlay District under Section 5.20 South Gateway Overlay District. The amendment also requires the relocation of the definition for service station (gasoline) to Section 3.26.1 General Definitions from Section 3.26.5 Definitions Relating to Gateway Overlay. The proposed amendments would reflect that existing service stations in the South Gateway Overlay District are permitted to expand, relocate or improve existing buildings located in the District on or before June 14, 2021 and shall conform to the underlying zoning district regulations.

There is one service station currently in the South Gateway at the corner of Caldwell Drive and Highway 273. Staff does not want to punish this existing business and want to allow flexibility for this existing use to continue operation. A similar amendment was made for single family homes in the Mount Holly Mixed Use District through a text amendment in June 2017.

With the prohibition of these uses in the South Gateway Overlay District, there are still 107 business uses permitted out of a total 155 (69%) in the Ordinance that would be allowed to operate in the South Gateway Overlay District.

Planning Commission unanimously recommended the approval of the text amendment.

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 amend the ordinance to reflect the proposed text amendments.

Result of City Council Decision:

Attachments:

1. **Proposed Amendments**
2. **Presentation**
3. **Consistency & Reasonableness Statement**

Section 3.26 Definitions

For the purposes of this ordinance, the following terms, phrases, words and their derivations shall have the meaning given herein when not inconsistent with the context; words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory. The words "used for" shall include the meaning "designed for."

3.26.1 General Definitions

Convenience Store: A one (1) story, retail store containing less than three thousand (3,000) square feet of gross floor area that is designed and stocked to sell primarily fuel, food (packaged and/or prepared), beverages, and other household supplies to customers who purchase relatively few items (in contrast to a "grocery store"). A "convenience store" is designed to attract and depends upon a large volume of stop-and-go traffic.

Service Stations, Gasoline: A retail store that sells a variety of products to the public including, but not limited to, gasoline, food items and beverages. A service station (gasoline) as defined, shall not repair, service or store any vehicle.

3.26.5 Definitions Relating to Gateway Overlay Districts

The following definitions relating to, Section 5.18 (B.) entitled, "Permitted Uses with Special Definitions," are intended to provide information regarding permitted uses in the South Gateway Overlay District near Interstate 85.

~~Service Stations, Gasoline **S**: A retail store that sells a variety of products to the public including, but not limited to, gasoline, food items and beverages. A service station (gasoline) as defined, shall not repair, service or store any vehicle. Service Stations shall require a Special Use Permit in the South Gateway Overlay District.~~

Section 5.20 South Gateway Overlay District

A. Prohibited Uses

All permitted principal and accessory uses in the underlying general zoning district are allowed, except that the following uses are prohibited, irrespective of the underlying zoning district:

South Gateway Overlay District Prohibited Uses Business, Professional and Personal Services (Section 6.4)	
automobile parking (commercial)	radio, television or communication towers
automobile rental or leasing	recreational vehicle parks or campsites
automobile repair & service (excluding storage of wrecked or junked vehicles)	refrigerator or large appliance repair
automobile storage	repair shops not classified elsewhere
automobile towing & storage services	service stations (not including truck stops)
automobile washing facilities	septic tank service
automobile wrecking or junk yards	shoe repair or shoeshine shops
communicative facilities, including radio & television broadcasting excluding towers that exceed the height limits	tattoo parlors
contractors' facilities with open storage	taxi terminals
Convenience store	
drive-in theaters	tire recapping
equipment rental & leasing	truck driving schools
equipment repairs, heavy	truck & utility trailer rental, sale & leasing, light
equipment repairs, light	truck & utility trailer rental, sale & leasing, heavy
freezer lockers	truck washing
private clubs	utility stations & plants

South Gateway Overlay District Prohibited Uses Retail Trade (Section 6.5)	
automobile & truck dealers; new and used	mobile home sales & service
automobile parts & supply store	motorcycle sales
boat dealer; sale or repair	newsstands

building supply dealers	pawn shop
farm machinery sales & service	recreation vehicles sales & service
farmer's or produce markets	retail sales & services not classified elsewhere including outdoor storage
flea market	tire dealers & service
fuel oil sales	truck stops
Service stations (gasoline)	

Note: **Wholesale Trade Uses are prohibited in the South Gateway Overlay District**

B. Permitted Uses with Definitions

The following uses are allowed in the South Gateway Overlay District according to the standards set forth in Section 3.26.5, Definitions Relating to Gateway Overlay Districts. Note that the following uses with an "S" next to them indicate that a Special Use Permit is required per the guidelines found in Section 12.5 (B).

South Gateway Overlay District Permitted Uses with Definitions Recreational Uses (Section 6.2)	
Outdoor Resort **S**	

South Gateway Overlay District Permitted Uses with Definitions Business, Professional and Personal Services (Section 6.4)	
animal clinics & hospitals; including totally enclosed kennels operated in connection w/ animal clinics or hospitals. **S**	photo finishing laboratory
building maintenance services	structures & uses clearly incidental to a permitted use
dry cleaning & laundry facilities	tanning salons
exterminating services	upholstering & furniture refinishing
Laundromats	veterinary services **S**
locksmith shops, including repair	watch or jewelry repair shops
motion picture production	

South Gateway Overlay District Permitted Uses with Definitions Retail Trade (Section 6.5)	
Brew-pub	Outfitter
furniture repair, including upholstery	pet stores
jewelry sales & repair	retail sales & services not classified elsewhere, and where all retail sales and services are conducted in an enclosed building
Microbrewery **S**	shoe sales and/or repair
music stores including instrument dealers & repairs	~~Service stations (gasoline)~~ **~~S~~**

Key Opportunities

The chart to the right provides retail market opportunities for Mount Holly by category based on existing retail leakage in the primary trade area. Opportunities exist to capture retail leakage in these categories, translating into demand for:

- One full line grocery store.
- Several small format general merchandise stores. It should be noted that there is not enough demand for a large format big box store.
- 3-5 full services restaurants.
- 4-8 limited service restaurants.
- 4-5 independent clothing stores.
- 1-2 independent small format home furnishings/furniture stores.
- 2-3 specialty food/beverage stores (taproom, brewery, etc).

1.6 Overall Market Observations

The market analysis revealed that Mount Holly serves a fairly localized market, with 40% of its customer base living in the primary trade area and 29% in the secondary trade area.

Similar to the region, Mount Holly's trade areas have experienced significant population growth which is expected to continue over the next five years.

Both the primary and secondary trade areas experience retail leakage, with the combined trade areas leaking $868.7 million over the past year. Retail categories that have large amounts of leakage indicate opportunities for Mount Holly, including grocery stores, general merchandise, restaurants (both full-service and limited-service), pharmacies and drug stores, clothing stores, and furniture and home furnishings stores.

Retail Leakage in Select Categories in the Primary Trade Area (Source: Environics Analytics)

COMMUNITY CORRIDOR

The Community Corridor areas serve as primary connections to Downtown. These areas link the City's key gateways, commercial nodes, major employers, local destinations, and neighborhoods. The design and performance of the Community Corridor areas is important to the entire community and will vary based on the surrounding context of corridor segments. Community Corridor areas should have a more unified approach that improves both aesthetics and economic viability by focusing more intense commercial/mixed-use nodes at key intersections with transitional uses between nodes and as a buffer to adjacent residential areas.

Intent

- Incorporate neighborhood-serving commercial uses (e.g., grocery stores, restaurants, shops, and services).
- Link neighborhoods to destinations in Mount Holly and draw people from the edges of Mount Holly to the community core.
- Balance access and mobility with a design that emphasizes good esthetics and safety for all users.
- Promote smaller-scale development that contributes to quality small-town character.

Typical Uses

Primary		**Secondary**
Retail	Service	Residential
Office		Institutional

*Illustrative Example Image

LAND USE POLICY RECOMMENDATIONS

LU 1 | *Identify changes to the zoning ordinance that encourage development matching the goals of the preferred growth strategy and future land use map..*

Reflecting the desires of the community, growth should be encouraged in the unique centers throughout the City as shown in the future land use map along established corridors, and in developed areas of the community. Appropriate permitted densities should be developed in order to cluster growth in these desired areas.

LU 2 | *Encourage the development of distinct mixed-used districts for Downtown, the Gateway Centers, and the Neighborhood Centers as identified on the future land use map*

The mixed-use districts should contain specific permitted uses and unique standards that enhance design, foster identity, and comply with the vision set forth in the preferred growth strategy and future land use map.

ECONOMIC DEVELOPMENT POLICY RECOMMENDATIONS

ED 1 | *Promote opportunities for additional retail and restaurant establishments within the City.*

The Economic Development Framework Map builds upon the 2018 Strategic Vision Plan Update regarding the need for additional retail stores and restaurants in the City. To promote more of these uses, the City should consider reducing restrictions to allow these uses to be permitted in more zoning districts, if necessary. Coordinated economic development attraction initiatives also should be considered.

MOUNT HOLLY
Connecting Community & Nature

Statement of Consistency & Reasonableness

In considering the request associated with petition 6-7-2021A, an amendment of the Zoning Ordinance for Article 3.26.1 General Definitions, Section 3.26.5 Definitions Relating to Gateway Overlay and Section 5.20 South Gateway Overlay District to prohibit service stations (gasoline) and convenience stores in the South Gateway Overlay District, the Mount Holly Planning Commission finds the petition to be a reasonable request and in the public interest. It further finds it to be consistent with the Land Use Plan and Strategic Vision Plan because:

- It promotes the Land Use Plan Land Use Policy #1: Identify changes to the Zoning Ordinance that encourage development matching the goals of the preferred growth strategy and future land use Map.
- It promotes the Land Use Policy #2: Encourage the development of distinct mixed-use districts for Downtown, the Gateway Centers, and the Neighborhood Centers as identified on the future land use map.
- It promotes the Economic Development Policy #1: Promote opportunities for additional retail and restaurant establishments within the City.
- It promotes the Community Corridor Place Type Area to incorporate neighborhood-serving commercial uses.
- It promotes the Market Analysis in the Strategic Vision Plan identifying opportunities for capturing revenue based on identified uses.

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

Jerry K Bishop
Chair, Planning Commission

06-08-2021
Date

City of Mount Holly
Action Agenda Item

To: City Council	**Date:** 06/21/21
From: Chief Roper	**Meeting Date:** 06/28/21

Agenda Item to be considered: Approval of the Artist selected by the MHPD Memorial Plaza Statue Committee.

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

Background/Purpose of Request: The MHPD Memorial Plaza Statue Committee reviewed the RFQ packages submitted by four artists to develop and install the statues for the MHPD Memorial. 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: *Review recommendation and approve selection.*

Result of City Council Decision:

Attachments:

1. Memo from Chief Roper
2. RFQ for statues
3. Carolina Bronze Sculpture proposal

Mount Holly Police Department

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

Don Roper
Chief of Police

Memorandum
From: Chief Don Roper
Reference: MHPD Memorial Plaza Statue Committee
Date: 06-21-21

Members of the Statue Committee were selected and met April 19, 2021 to develop a process to select and contract with an Artist to sculpt and install bronze statues to be placed in the MHPD Memorial Plaza. The members of the committee are: Bae Hart, Paige Sisk, Jeff Lee, Teresa Rench, Lauren Shoemaker, Councilwoman, Don Roper, Chief of Police, Miles Braswell, City Manager.

An RFQ was developed and distributed. The Qualification Packages were due from the RFQ - Bronze Statues on Friday, May 14th by 2 PM. Four (4) packages were received.

The committee met on May 25, 2021 to review the proposals. During the review, it was agreed that each of the proposed sculptors were very talented. After further discussion, the committee selected Ed Walker, Sculptor and President/CEO/Chief Artist Carolina Bronze Sculpture as the recommended artist.

Contact was made with Carolina Bronze Sculptor on June 1, 2021. Ed Walker (artist) and Melissa Walker (Sales Director and Production Manager) were excited and welcomed the Committee to visit and view some of their statues along with a tour of their facility. They indicated the proposed timeline of eighteen months for the four proposed statues, with installation in late 2022 would fit well within their schedule.

Tuesday, June 22, 2021 committee members will visit the company in Seagrove, NC. This will allow an opportunity to meet Ed Walker, sculpting artist, and tour their facility. We will also review some statues created by the artist.

MOUNT HOLLY
Connecting Community & Nature

REQUEST FOR QUALIFICATIONS FOR

ARTISTS FOR BRONZE STATUES for the MHPD MEMORIAL PLAZA

Date Issued: APRIL 25, 2021

ADVERTISEMENT

The City of Mount Holly, NC (City) is soliciting responses to a Request for Qualifications (RFQ) from artists and sculpture studios interested in providing design and installation services for the following project:

Bronze Statues

The City requests that a qualified artists and sculpture studios with experience in design and fabrication of large-scale, outdoor bronze sculptures. The final product will be placed in the Mount Holly Police Department (MHPD) Memorial Plaza.

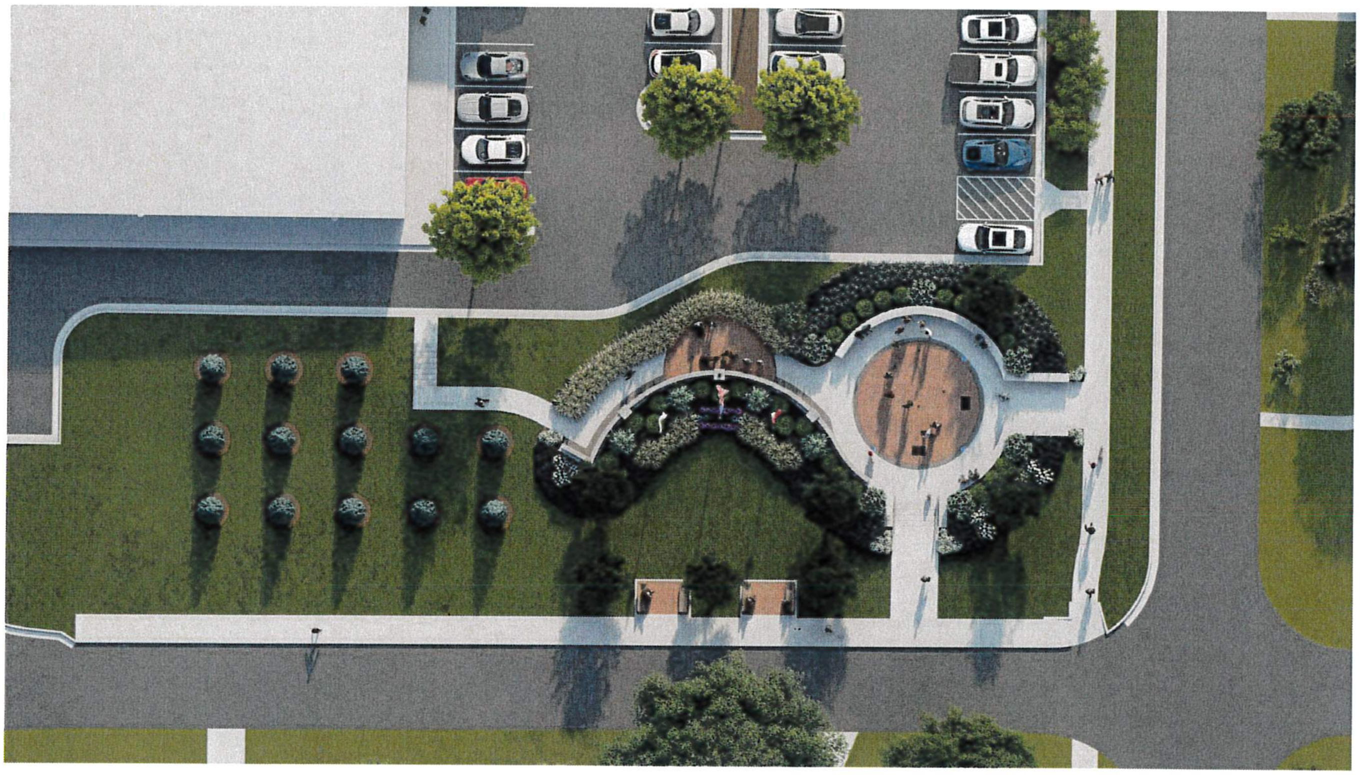
The RFQ and information related to this solicitation will be posted to the Internet at www.mtholly.us by April 26, 2021. For questions related to this solicitation or for an electronic copy of the RFQ, contact Miles Braswell (miles.braswell@mtholly.us). All Minority, Woman and Small Businesses are strongly encouraged to apply.

The deadline for submission of Statements of Qualifications is May 14, 2021 by 2:00 PM (EST) at 400 East Central Avenue, Mount Holly, North Carolina 28120, 2nd Floor.

The City reserves the right to reject any offer for failure to comply with all requirements of this notice or of any of the contract documents; however, it may waive any minor defects or informalities at its discretion. The City further reserves the right to reject all offers or award a contract which, in its judgment, is in the best interest of the City.

I. PROJECT BACKGROUND & DESCRIPTON

The City of Mount Holly, NC recently experienced the tragic loss of an Officer in the line of duty. This event has inspired the City Council, staff and citizens to show support for the Mount Holly Police Department and honor those committed to protecting and serving from the past, present and future. This appreciation will be memorialized in the soon to be constructed Mount Holly Police Department (MHPD) Memorial Plaza.



II. SCOPE OF SERVICES

The City is seeking to contract an artist or sculpture studio to provide the complete design and installation services for the following:

- One (1) human-scale police officer sculpture in bronze, walking/standing with a child/youth (listed below)
- One (1) human-scale child/youth sculpture in bronze, walking/standing with police officer (listed above)
- One (1) human-scale police officer, that is kneeling, sculpture in bronze
- One (1) police K-9 sculpture in bronze.

The sculptures shall be human scale, approximately six (6') feet tall, which shall include the bronze pedestal that the bronze statues will rest. The pedestal can be integrated in the design or a separate piece that is incorporated. Each sculpture base should not occupy more than four feet x four feet (4'x4') of space.

Once selected and post contract award, the artist and/or sculpture studio will be required to provide detailed sketches and accompanying life sized 3-D clay or similar material for Committee to review, prior to the bronzing process taking place. The studio should be available for in-person Committee visits on occasion. Weekly progress photos and videos will be required throughout the fabrication period. The progress video shall include the existing conditions and 360 degree view identifying the current status of the piece. Artist and/or Sculpture Studio will be responsible for transportation, logistics and final placement of sculptures at final City approved location.

III. QUALIFICATIONS

The City is seeking an artist or sculpture studio with the following experience and qualifications:

- Demonstrated experience in designing, fabricating and installing human-sized scale sculptures. The tallest sculpture should be no taller than six feet. Engineering experience for anchoring and installing the sculpture preferred.
- Familiarity and demonstrated experience with bronze sculpture in outdoor applications.

ANTICIPATED SCHEDULE

EVENT	DATE
Release Request for Qualifications	April 25, 2021
Proposal deadline	May 14, 2021
Artist selected by Statue Committee	May 31, 2021
Execute agreement and project start	June 2021
Artwork is completed and installed	July 2022

IV. SELECTION CRITERIA

The City is seeking a creative and talented artist or sculpture studio. The Selection Committee will be interested in teams that:

- Have at least ten (10) years of experience in the designing and installing bronze sculptures in outdoor locations, susceptible to all atmospheric conditions.
- Have proven experience in delivering their contracted scope within the contract fee and schedule.
- Have experience working with multiple stakeholders.
- Have strong customer service culture in project delivery.

- Have demonstrated capability to respond creatively and promptly to requests and alternatives.
- Have experience in the public low bid environment.
- Bachelor of Art in Fine Arts or similar field is preferred
- Engineering experience for anchoring and installing the sculpture is preferred

V. SELECTION PROCESS

The City has convened a Statue Committee to review submissions and recommend a short list of individuals or studios to be interviewed. The Selection Committee anticipates notifying short-listed individuals or studios and will be scheduling all interviews during the month of May, 2021.

The City reserves the right to request any further documentation that it deems appropriate and necessary for the screening and selection process. Please direct any questions to Miles Braswell, City Manager by email: miles.braswell@mtholly.us

VI. SUBMITTAL REQUIREMENTS

If your firm would like to be considered for providing the required services for the City, please submit ten (10) bound copies and one (1) electronic copy of your Qualifications Package to:

Attn: Miles Braswell, City Manager
City of Mount Holly
400 East Central Avenue
Mount Holly, NC 28120

Title on Package: RFQ – Artist for Bronze Statues

Each firm is solely responsible for the timely delivery of its Qualifications Package. All Qualifications Packages must be received by 2:00 PM, Friday, May 14, 2021. No Qualifications Packages will be accepted after this deadline. Firms accept all risks of late delivery of Qualifications Packages regardless of fault.

Please direct all questions and requests for information no later than 5:00 PM, Friday, May 7, 2021 by email to miles.braswell@mtholly.us The question deadline will allow an addendum to be issued to clarify the project, if need be. All requests for clarification/information shall be in writing. Verbal correspondences will not be considered binding.

Any clarification or revisions to this RFQ will be made only by an addendum which will be posted to the City's website. It is the Proposer's responsibility to monitor the website for addendums. The Proposer must acknowledge receipt of any/all addendums with their submission.

The Qualifications Package should consist of a cover Letter of Interest and the two tabbed sections described below. Due to demands on the time of the Selection Committee members, please limit your submittal to the required information below in 8.5" x 11" format. Front and back copying is acceptable, but each side counts as a page. Longer submissions may be removed from consideration.

1. ***COVER LETTER (maximum of 1 page)***
   - provide name of contact person, e-mail, phone and fax
   - summarize qualifications most relevant to this project

2. ***RELEVANT QUALIFICATIONS (maximum of 2 pages)***
   - provide in summary format only
   - do not include general information
   - offer short, focused paragraphs by topic

3. ***RELEVANT PROJECT EXPERIENCE (maximum of 4 pages)***
   - briefly state relevance for each project, minimum of 4 projects.
   - specify role of the sculpture studio or individual, if work was not exclusively by the studio (i.e., joint venture, association); if work was done by individuals on the project team while with other studios, this must be clearly stated
   - provide a list of the following for each project (projects must have been completed in the last 10 years)
     - project name and location
     - beginning and ending dates of project (including construction)
     - dimensions of sculptures (width x height x length) in inches
     - budget
     - owner name with name of contact person
     - photos of sculpture

   Note: Projects that are currently in design or under construction are acceptable, but completed projects may carry more weight in the evaluation.

4. ***PROJECT TEAM SUMMARY (maximum of 2 pages)***
   - identify key team members and state their qualifications relevant to design and sculpture.

5. ***APPENDIX***
   - Studio or Individual brochure/history/background, reprints, etc. *(optional)*
   - Key team member(s) resumes

VII. ADDITIONAL INFORMATION ABOUT THIS RFQ

Selection Committee

A Selection Committee will evaluate the information submitted. Interviews with short-listed firms are anticipated, but are not mandatory. **Please do not contact any the City staff member other than the designated contact person (miles.braswell@mtholly.us) regarding the project contemplated under this RFQ while this RFQ is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.**

Public Records

Upon receipt by the City, your Qualifications Package becomes the property of the City and is considered a public record except for material that qualifies as "Trade Secret" information under North Carolina General Statute 66-152. Your Qualifications Package will be reviewed by the City's Selection Committee, as well as other the City staff and members of the general public who submit public record requests. To properly designate material as a trade secret under these circumstances, each firm must take the following precautions: (a) any trade secrets submitted by a firm should be submitted in a separate, sealed envelope marked "Trade Secret - Confidential and Proprietary Information - Do Not Disclose Except for the Purpose of Evaluating this Qualifications Package," and (b) the same trade secret/confidentiality designation should be stamped on each page of the trade secret materials contained in the envelope.

In submitting a Qualifications Package, each firm agrees that the City may reveal any trade secret materials contained in such response to all the City staff and the City officials involved in the selection process and to any outside consultant or other third parties who serve on the Selection Committee or who are hired by the City to assist in the selection process. Furthermore, each firm agrees to indemnify and hold harmless the City and each of its officers, employees and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that the firm has designated as a trade secret. Any firm that designates its entire Qualifications Package as a trade secret may be disqualified from the selection process.

Clarification of Submittal

The City reserves the right to obtain clarification of any item in a firm's proposal or to obtain additional information.

Conditions and Reservations

The City expects to select one (1) firm, but reserves the right to select more than one artist or studio. The City reserves the right to reject any or all responses to the RFQ, to advertise for new RFQ responses, or to accept any RFQ response deemed to be in the best interest of the City. The City reserves the right to waive technicalities and informalities.

A response to this RFQ should not be construed as a contract, nor indicate a commitment of any kind. The RFQ does not commit the City to pay for costs incurred in the submission of a response to this RFQ or for any cost incurred prior to the execution of a final contract. No recommendations or conclusions from this RFQ process concerning your firm shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law or statutory law of North Carolina. Neither binding contract, obligation to negotiate, nor any other obligation shall be created on the part of the City unless the City and your firm execute a contract.

We Play With Fire

CB

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 andsculptors. 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:	*PROJECT LOCATION:*
Fallen Firefighter Memorial	**Wilmington, NC**
Concord Minuteman	**Richmond, VA**
Phoenix	**Elon University**
Veterans' Tribute	**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 ofyour 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 you 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,

We Play With Fire

CAROLINA BRONZE SCULPTURE

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

City of Mount Holly
Action Agenda Item

To: Mayor and City Council **From:** Mark Jusko	**Date: 6-22-21** **Meeting Date:** 6-28-21

Agenda Item to be considered: Presentation on Park Bond Communication Plan

Will this require a public hearing? ☐ YES X NO

Background/Purpose of Request The internal Park Bond 2021 committee consists of Miles Braswell, Brian Dupont, Jonathan Wilson, Mary Smith, Michael Godwin, Michelle Wood, and Mark Jusko. The committee was established to formulate and execute a plan on communicating to and educating the public on the Park Bond 2021. This presentation will show the different models that will be used to accomplish that goal.

Fiscal Impact:

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

Manager/Staff Recommendation: ***For information only***

Result of City Council Decision:

Attachments:

Park Bond 2021 Education Plan

PARK BOND 2021 EDUCATION PLAN

Media Kit

- Purpose: Consistent resources to provide to public
- Brief Summary Statement
- One-page informational flyer
    - Total cost
    - FAQs
    - For more information or to schedule an interview contact Mary Blomquist
- Website URL (includes description, FAQs, renderings, maps, etc.)
- "How to Respond to Questions from Citizens" guide for employees
    - Direct inquiries to website

Communication Vehicles

- Website
- Social Media (Facebook, Instagram, Nextdoor)
    - Park Bond 2021 Information
        - Weekly Posts: beginning August 1
        - Twice Weekly Posts: beginning September 1
- Municipal Complex signage (one-page informational flyer)
- Monthly Newsletter

Outreach

- City Summit (local non-profit and civic organizations)
- Gaston Business Association / GBA Mount Holly / B.O.O.M.A.
- Montcross Chamber of Commerce
- Media
- Carolina Thread Trail
- Arts Mount Holly
- Arts on the Greenway

TARGET DATES

Initial Presentation to City Council: June 28, 2021 (work session)

Website Goes Live: June 29, 2021

Media Kit Development: June/July 2021

Media Kit Available to Stakeholders: August 1, 2021

Community Outreach #1: August – September 2021

Community Outreach #2: October 2021

Election Day: November 2