June 26, 2017
Council Work Session Meeting

Mayor Bryan Hough
Mayor Pro-Tem David Moore
Councilman Jerry Bishop
Councilwoman Carolyn Breyare
Councilman Jim Hope
Councilman Jeff Meadows
Councilman Perry Toomey
Kemp Michael, City Attorney
Danny Jackson, City Manager

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

June 26, 2017
6:30 P.M.

CALL TO ORDER BY THE MAYOR

INVOCATION

SET THE AGENDA

CONSENT AGENDA

1. Approval of Service Weapon to be presented to Captain Jim Benfield upon his Retirement
2. Approval of End of the Year Budget Amendments
3. Approval of Proposal for Tax Collections by Gaston County

WORK SESSION ITEMS

1. Consideration and Approval of an Annexation Agreement and Capital Recovery Fee Agreement, Imagery on Mountain Island *Kemp Michael*

2. Consideration and Approval of a Conditional District rezoning of Gaston County Parcel ID #'s 220248, 220247, 202002, 202000, 202180, 208655, 208656 and 202179, known as Imagery Subdivision, from R-1 Gaston County to Single Family Conditional District *Jonathan Wilson*

3. Consideration and Approval of Ordinance Annexing "Imagery on Mountain Island" *Kemp Michael*

4. Consideration and Approval of direction to City staff to begin the engineering and design of the upsized sewer line and Dutchman's Creek Lift Station upgrade for "Imagery of Mountain Island" as shown on Exhibit A of the Annexation Agreement *Kemp Michael*

5. Consideration and Approval of a Budget Amendment for Fund Balance Appropriation to Contingency for the Greenway Project *Greg Beal*

6. Consideration and Approval of a Capital Project Ordinance for the Greenway Project *Africa Otis*

7. Closed Session - pursuant to N.C.G.S 143-318.11 (a)(3)

8. Adjourn

00046456

City of Mount Holly
Action Agenda Item

To: City Council **From:** Chief Roper	**Date: 6-14-17** **Meeting Date:** 6-26-17

Agenda Item to be considered: Surplus of service weapon to be awarded to Capt. Jim Benfield.

Will this require a public hearing? ☐ YES ☒ NO

Background/Purpose of Request: Capt. Benfield is set to retire next month. It is customary to award a police officer his service weapon upon retirement.

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:
Surplus item to be presented to employee.

Result of City Council Decision:

Attachments:
Memo

Don Roper
Chief of Police

Mount Holly Police Department

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

Memorandum
From: Chief Don Roper
Reference: Surplus of Duty Weapon
Date: 06-14-17

Capt. Jim Benfield has submitted the required paperwork to initiate his retirement from the Mount Holly Police Department. It is customary that a police officer is awarded his service weapon by an agency upon his retirement.

We have obtained a copy of the required documentation for Capt. Benfield's firearm permit. We will need to surplus his service weapon prior to the retirement.

I am requesting that the service weapon issued to Capt. Benfield be declared as surplus, and awarded to him upon his separation from the city.

The item to be surplus is: Glock 22, serial number: PVD-277.

City of Mount Holly
Action Agenda Item

To:	Mayor and City Council	**Date:**	June 22, 2017
From:	Africa Otis, Finance Officer	**Meeting Date:**	June 26, 2017

Agenda Item to be considered: Approval of End of Year Budget Amendments

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

Background/Purpose of Request : It is customary that end of the year budget amendments come before Council for approval at the June Work Session. This process closes out the fiscal year and helps staff prepare for the audit. The amendments will be given to Council on Monday to ensure any last minute emergencies are covered.

Fiscal Impact:

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

Manager/Staff Recommendation:
Approval

Result of City Council Decision:

Attachments: Will be given to Council on Monday before the meeting.

City of Mount Holly
Action Agenda Item

To: City Council	**Date:** June 21, 2017
From: Danny Jackson, City Manager	**Meeting Date:** June 26, 2017

***Agenda Item to be considered:* Consent Agenda Item #3 – Approval of a Proposal for City Tax Collections by Gaston County**

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

***Background/Purpose of Request :* If you will recall, at the May 22, 2017 Budget Work Session I presented a proposal for tax collections in Mount Holly, as submitted by Gaston County Tax Director James Tanner. Mr. Tanner was in attendance at the meeting and spoke to the matter as well. During the budget discussion that night I spoke of the need to relinquish the primary responsibility of collecting taxes in our city and focus on other areas in the Finance and Collections Department. Mr. Tanner highlighted how Gaston County would address the needs of the city in a way that we could be justified in executing an agreement with Gaston County. The next step after the discussion at the Work Session was for staff to work with Gaston County to finalize the elements of an Interlocal Agreement with Gaston County for the purpose of collecting taxes in Mount Holly. The Agreement is hereby included in the Agenda Packet for your review. Staff and the City Attorney have reviewed and made changes that are reflected in the document. Please know that per statutory requirements Gaston County would be designated as the City's Tax Collector and would be reflected as such by virtue of your approval of the agreement.**

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: Motion to approve the submitted Interlocal Agreement with Gaston County for the purpose of collecting taxes in Mount Holly and being designated as the city's Tax Collector.

Result of City Council Decision:

Attachments: Interlocal Agreement with Gaston County

GASTON COUNTY
NORTH CAROLINA

INTERLOCAL AGREEMENT FOR
COLLECTION OF TAXES

THIS INTERLOCAL AGREEMENT, made effective the last date set out below, by and between the **CITY OF MOUNT HOLLY**, a municipal corporation having a charter granted by the State of North Carolina, hereinafter referred to as the "City", and **GASTON COUNTY**, a corporate and political body and a subdivision of the State of North Carolina, hereinafter referred to as the "County";

WITNESSETH:

WHEREAS, the North Carolina General Statutes in Chapter 160A, Article 20, Part I provide that units of local government may enter into a contract in order to execute an undertaking providing for the contractual exercise by one unit of any power, function and right, including the collection of taxes, of another unit; and

WHEREAS, the City Council has found and determined that it is in the public interest and for the public benefit to provide for the collection by the county of taxes of ad valorem property taxes levied by the **City of Mount Holly**; and

WHEREAS, the Board of Commissioners of the County has authorized the collection of taxes for cities and towns within the county; and

WHEREAS, the governing bodies of the City and County desire to enter into an agreement to provide for the collection by the County of ad valorem property taxes levied by the city;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

A. <u>Authority & Responsibilities</u>

(1) <u>Billing:</u> Beginning with the tax bill for FY 2017-18, the County shall prepare ad valorem property tax bills for the City, based on the ad valorem tax rate established by the City Council. The County shall collect the ad valorem property tax for the City including any interest and/or penalties for late listing or late payment.

(2) <u>Appointment of Tax Collector:</u> The City hereby appoints the County tax collector as the tax collector for the City for purposes of collecting those taxes described hereunder, with the powers, authority, duties and responsibilities set forth herein. The tax collector shall be under the sole jurisdiction of the County Board of Commissioners and the County Manager. Nothing herein shall prevent the City from appointing a tax collector for purposes of taxes not billed or collected pursuant to this agreement.

(3) <u>General Duties:</u> The County shall perform all actions pertaining to tax collection which are required by N.C.G.S. Chapter 105, Subchapter II, to include:

(a) Preparation of a tax scroll, tax book or combined record as provided in N.C.G.S. 105-319;

(b) Preparation of a tax receipt form as required by N.C.G.S. 105-320;

(b) Adoption of the order to collect taxes required by N.C.G.S. 105-321;

(c) Review of listings and evaluations as required by N.C.G.S. Chapter 105, Subchapter II, Article 21;

(d) Listing, appraising and assessing of property as provided in N.C.G.S., Chapter 105, Subchapter II, Article 22;

(e) Delivery of tax receipts to the tax collector pursuant to N.C.G.S. 105-352; and

(f) Execution of settlements as required in N.C.G.S. 105-373.

(4) Collections and Deposits:

(a) It is the goal and intent of this agreement for monies to be transferred daily to the City, absent extenuating circumstances. If county fails to do make the same-day transfer, it shall make a transfer on the following business day.

(b) The City shall refer its taxpayers to one of three (3) collection points or methods:
1) the Gaston County Tax Office;
2) mail to the Gaston County Tax Office;
3) mail to the County's designated bank for lockbox processing.

(5) Partial Payments: Partial payments on tax bills containing the County and City tax amounts shall be prorated and applied proportionally to each taxing unit's share of the principal amount due.

(6) Discounts: The County shall have no authority to apply discounts to City taxes collected unless a schedule of discounts has been adopted by the City pursuant to N.C.G.S. 105-360.

(7) Acceptance of Checks (Endorsements): The City shall authorize the acceptance of checks by the County which are drawn to the order of the City and are collected through the County tax office or lockbox which are clearly identified as being for payment of property taxes.

B. Term of Agreement

(1) Initial Term and Renewal: The term of this fiscal agreement begins July 1, 2017, and will terminate on June 30, 2020; thereafter, this contract may renew automatically on an annual basis, subject to amendment or termination as set forth herein.

(2) Tax Rate Notification. The City will forward written notification of its tax rate to the County Tax Collector by July 30th of each year.

(3) Termination: The City may terminate this agreement provided 180 days' written notice is provided to the County.

C. Compensation

(1) Fees for Collection: The City will be charged a fee for the total levy at a rate of 0.5% of the monies billed by the County on behalf of the City, or a rate of $4.00 per tax bill, whichever is less. This amount shall not exceed total for the FY 2017-2018 collections cycle until June 30, 2021.

(2) Definition of "tax bill". For purposes of the fee to be paid pursuant to Section C(1) of this Agreement, "tax bill" shall mean those bills, for ad valorem property subject to taxation pursuant to N.C.G.S. 105-274 and required to be listed and appraised by N.C.G.S. 105-285, as shown on the County's Tax Roll by Revenue Unit Report for each fiscal year. Each fiscal year's Tax Roll by Revenue Unit Report shall have a count of bills for the categories of: (a) Real Property Only; (b) Personal Property Only; and (c) Real and Personal Property Combined.

(3) Adjusted Tax Bills: No additional fee or fees shall be owed by City to County in any fiscal year where the tax for a previously billed ad valorem property is subsequently adjusted. If an ad valorem property has not been previously billed in any fiscal year and is later discovered and assessed pursuant to N.C.G.S. 105-312, the County may invoice City a collection fee for the newly generated tax bill (However, in no event shall the maximum total amount of fees for collection charged to the City in any fiscal year exceed the amount as cited in subparagraph [1]).

(4) County shall invoice City each year based on the number of tax bills mailed as of December 31st for the current tax year. This would include all original tax bills and those for discovered property but would not include any revised bills, adjusted bills or second notices, except in the instance of billing errors.

D. Reports and Records

(1) The County shall provide to the City weekly reports of revenues collected and transferred to the City's bank account within three business days of such transfer.

(2) Other Reports: The County shall provide the City with monthly reports and reasonable special reports of assessed valuations, discoveries, releases, levies and collections in a form mutually agreed upon by the City and the County.

(3) Budget Estimation: By March 1 of each year, the County will provide an estimate of valuation for the upcoming fiscal year, along with an estimate of the proposed fee, as described herein.

(4) Annual Settlement: The County tax collector will submit to the City Council an annual settlement of any revenues collected as required by in N.C.G.S. 105-373(a)(3).

(5) Computer Access: The City shall have the right to on-line computer access in a form mutually agreed upon by the City and the County.

(6) Records and Maps: The City shall have full access to maps, abstracts, bills, receipts, and other records or documents generated by the tax office which are related to City taxes. The City shall have the right to copies, at no cost, of maps, aerial photographs, and other public records generated in connection with tax office operations.

(7) Separate Collection Records: Records showing separately the amount of County taxes assessed and collected and the amount of City taxes assessed and collected shall be maintained by the County tax collector.

(8) Bill File: The County shall provide annually to the City at billing an electronic copy of the tax bill file, After Tax Report, Tax Scroll Summary Report, and the WKBILA layout report in a format mutually agreed upon by the City and the County.

E. Adjustments to Tax Accounts (Releases, Refunds & Discoveries)

(1) Releases: The City authorizes the Gaston County Board of Commissioners, the Board of Equalization and Review, the tax supervisor and the tax collector to make any adjustments to City tax accounts in accordance with N.C.G.S. 105-312, 380 and 381.

(2) Refunds: Any refunds due on accounts for which the City has already received funds will be initiated through the County tax office with all necessary documentation being forwarded to the City for processing.

(3) Releases or Adjustments of Penalties/Interest: The City reserves the right to accept or reject the County's decision on appeals from taxpayers regarding the release of interest or penalties. If the City rejects the decision of the County, a hearing for the taxpayer before the City Council will be scheduled within 30 days to make a final determination on the status of interest and penalties on the City tax account.

F. Collection of Delinquent City Taxes

(1) Collection Assistance: In an effort to maintain a high collection percentage on City property taxes, the City will, to the extent possible, assist in the collection of delinquent accounts by fully utilizing any available information and maintaining clear communications with the county.

(2) Information on Delinquent Accounts: Once taxes are delinquent in January of each year, the County shall provide the City with the necessary information to take further legal action, such as attachment and garnishment to collect delinquent taxes.

(3) Attachment and Garnishment: If the City obtains information necessary to process a Notice of Attachment and Garnishment against the assets of a taxpayer for the collection of City taxes, the City may process a County Notice of Attachment and Garnishment for the total tax amount due to the City and the County, and may then forward the notice to the County tax office for review. The County shall then serve the Notice of Attachment and Garnishment in accordance with N.C.G.S. 105-366 and 368. Garnishment fees collected will be equally divided between the two jurisdictions if the City participated in the gathering of information or preparation of the garnishment.

(4) Advertising: Advertising pursuant to N.C.G.S. 105-369 will be the sole responsibility of the County tax office. Any fees collected to offset advertising costs will be retained by the County.

G. Foreclosures

(1) Foreclosure Action: If a delinquent bill is due both the County and the City, the County legal department may, at the direction of its governing body, bring actions for foreclosure of both tax liens on delinquent taxes. It shall be the City's duty to pursue foreclosure of taxes owed only to the City. The City shall have the option of pursuing any taxes owed to the city for three years or more, whether or not the delinquency is also due to the County. The City shall collect delinquencies related to code enforcement matters.

(2) Proceeds from Foreclosures: Penalties and interest collected, proceeds recovered from tax foreclosure sales, and discounts, settlements, or compromises allowed shall be apportioned between the County and the City pro rata in proportion to each taxing unit's share of the principal amount which was the basis of said collections, recoveries or allowances.

H. Bonds and Audits

(1) Bonds. The tax collector shall be bonded to collect taxes, as established under the terms herein.

(2) Annual Audits: The tax records shall be audited annually by an independent certified public accountant selected by the County. Adequate procedures and internal controls will be employed to insure that an audit trail is present and that necessary auditing procedures and tests can be performed. A copy of the County's financial statements will be provided to the City once the annual audit is complete to satisfy City audit requirements of tax revenue. The City may, at its own expense, arrange for auditing of records relating to City taxes.

I. Gross Receipts Tax Pursuant to N.C.G.S. 160A-215.1

In the event that the City has adopted an ordinance to levy a gross receipts tax on vehicle rentals or leases which is substantially similar to the ordinance adopted by Gaston County, the County will collect and distribute the proceeds of the tax on behalf of the City.

J. Indemnification

To the extent permitted by North Carolina Law, the City, during the term of this Agreement, shall indemnify and save harmless the County from and against all claims, demands, and/or causes of action arising out of the Agreement, including but not limited to, errors in collection due to incorrect information provided to the County by the City. Likewise, to the extent permitted by North Carolina law, the County during the term of this Agreement, shall indemnify and save harmless the City from and against all claims, demands, and/or causes of action arising out of the Agreement, including but not limited to, errors in collection due to incorrect information provided to the City by the County.

K. Amendments.

This Agreement may be amended only by an instrument in writing executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives and their seals to be hereto affixed.

CITY OF MOUNT HOLLY

By: ______________________________ Date: ____________________________
City Manager

ATTEST: APPROVED AS TO FORM:

________________________ ______________________________

City Clerk City Attorney

GASTON COUNTY

By: ______________________________ Date: ____________________________
County Manager/Asst. County Manager

ATTEST: APPROVED AS TO FORM:

________________________ ______________________________

Clerk/Deputy Clerk to the Board County Attorney/Asst. County Attorney

STATE OF NORTH CAROLINA
COUNTY OF GASTON

I, _______________________, a Notary Public of the aforesaid County and State, do hereby certify that ___________________ personally appeared before me this day and acknowledged that he/she is the Clerk/Deputy Clerk of the **City of Mount Holly** and that by authority duly given and as the act of the municipal corporation, the foregoing instrument was signed its name by its City Manager, sealed with its corporate seal and attested by him/her as its City Clerk/Deputy Clerk.

WITNESS my hand and Notarial Seal, this the ____ day of ________________, 2017.

____
Notary Public

My Commission Expires:

STATE OF NORTH CAROLINA
COUNTY OF GASTON

I, ___________________________, a Notary Public of the aforesaid County and State, do hereby certify that ____________________________ personally appeared before me this day and acknowledged that she is the Clerk/Deputy Clerk of the **Gaston County Board of Commissioners**, and that by authority duly given and as the act of the Gaston County Board of Commissioners, the foregoing instrument was signed in its name by____________________________, County Manager/Assistant County Manager, sealed with its corporate seal and attested by _____________________ as its Clerk/Deputy Clerk.

WITNESS my hand and Notarial Seal this the ____ day of ________________, 2017.

____
Notary Public

My Commission Expires:

MEMORANDUM

To: Mayor and City Council
From: Kemp A. Michael
Dated: June 22, 2017
Re: Imagery on Mountain Island

Work Session items pertaining to Imagery annexation and zoning:

Item One:
The Annexation Agreement has been discussed previously and as you recall some of the main provisions are:

1. The property consists of approximately 300 acres. The agreement provides that either the current owners or proposed purchaser, Lennar, will construct the initial water and sewer extensions to Imagery sufficient to service approximately 262 single family homes. The construction of these extensions is estimated to be $675,636.00 (which figure includes a 25% contingency, 5% mobilization, and a 120% markup as required by our Ordinance). These extensions are guaranteed by an Evergreen Letter of Credit in the amount of $675,636.00 from Wells Fargo.

2. The roadway improvements to the intersection of Highway 16 and Horseshoe Bend Beach Road and the turn lanes and driveway entrances from Horseshoe Bend Beach Road are required to be completed prior to subdivision final plat approval of any portion of Imagery. The cost of this construction is not guaranteed by a Letter of Credit because Lennar is not paying all of the cost, and no houses can be built until these improvements are in place.

3. Phases of Construction beyond the initial 262 homes will require a substantial extension of sewer service for a distance of approximately 7,000 feet along Dutchman's Creek, as shown on Exhibit A of the Agreement, and an upfit of the existing Dutchman's Creek Pump Station. Only an 8" diameter sewer line would be required for Imagery; however, City staff has determined that it would be in the City's best interest to construct a sewer line substantially larger than 8" to serve expected future growth in the region. The City will construct this sewer line and pump station upfit. The estimate of Lennar's portion of the cost for the sewer line extension and pump station is approximately $1,125,000.00, which sum is guaranteed by an Evergreen Letter of Credit in this amount from Wells Fargo.

4. The Agreement requires the payment of Capital Recovery Fees as a matter of contract, which will be noted on the recorded Annexation Plat and the Agreement itself will be recorded.

5. The Agreement reserves sufficient capacity in the water and sewer treatment plants to treat water and sewer for 510 residences and amenities, provided, however, that this

NORTH CAROLINA
GASTON COUNTY

ANNEXATION AGREEMENT
AND CAPITAL RECOVERY FEE
AGREEMENT,
IMAGERY ON MOUNTAIN ISLAND

THIS AGREEMENT, MADE and entered into this 15th day of June, 2017, by and among the CITY OF MOUNT HOLLY, a North Carolina municipal corporation, hereinafter called "City;" MOUNTAIN ISLAND LAKE HOLDINGS INC., a North Carolina Corporation; LITTLE ITALY, LLC, a South Carolina Limited Liability Company; and MOUNTAIN ISLAND II LLC, a South Carolina Limited Liability Company; herein collectively called "Company;" and LENNAR CAROLINAS, LLC, a Delaware limited liability company; hereinafter called "Lennar." Company and Lennar are sometimes referred to collectively as "Applicants."

WITNESSETH:

WHEREAS, Company has filed an annexation petition asking the City to annex approximately 299.604 acres of land with a subdivision name of "Imagery on Mountain Island" hereinafter referred to as "Imagery," as shown on a plat prepared by David B. Boyles, dated September 21, 2016, and sealed on March 22, 2017, and to be recorded in the office of the Gaston County Register of Deeds, to which reference is hereby made for a further description; and,

WHEREAS, Company intends to convey Imagery, following its annexation by City, to Lennar pursuant to a separate purchase and sale agreement subject to the terms therein (the "Lennar Contract"); and,

WHEREAS, on September 23, 2016, Company filed a petition requesting voluntary annexation of the Property, and Lennar (with Company's consent) filed an application for rezoning the Property in accordance with a conditional district zoning plan (the "Zoning Plan"); and

WHEREAS, a public hearing was held by the City on February 13, 2017, on the question of the annexation and rezoning of Imagery; and,

WHEREAS, Lennar desires to develop Imagery and provide municipal services to the same as set forth herein; and,

WHEREAS, the terms of this Agreement are all contingent upon the successful annexation of Imagery into the City of Mount Holly.

NOW, THEREFORE, based upon the terms and conditions set forth herein and in consideration of the sum of Ten Dollars ($10.00) paid by Applicants to City, the parties do hereby agree as follows:

I. ANNEXATION

A. Company, as current owner of Imagery, has submitted an annexation petition, as aforesaid, to City requesting voluntary annexation of Imagery into the corporate limits of Mount Holly.

B. Lennar, as petitioner and contract purchaser, has filed an application with the City, as aforesaid, requesting that Imagery be rezoned in accordance with the Zoning Plan.

guarantee. Lennar shall have 30 days from the date City notifies Lennar in writing that City first advertises for bids on construction of the City Improvements to pay to City the balance of the Stipulated Cost and receive a return of any remaining financial guarantee on the Stipulated Cost. In the event that Lennar does not pay to City the Stipulated Cost as set forth herein, then City may redeem or make a claim upon the financial guarantee in payment of the Stipulated Cost. Once City has received the Stipulated Cost payments, then City shall pursue construction of the City Improvements and proceed at a pace that reasonably would allow completion of City Improvements within twenty-four months from receipt of the balance of the Stipulated Cost.

5. Upon or after the passage of the annexation ordinance, if Lennar fails to purchase Imagery or no longer wishes to develop more than 252 lots within Imagery, then it may, upon 60 days' notice stating the reason therefor, withdraw the financial guarantee for the Stipulated Cost, subject to the limitation set forth herein below. If Lennar shall withdraw its financial guarantee as allowed above, then City shall not redeem or make a claim under the financial guarantee and City shall be under no obligation to construct the City Improvements. However, City will not give subdivision final plat approval of any portion of Imagery that, upon passage, would bring the total number of lots in Imagery to more than 252 without either the financial guarantee or receipt of payment of the Stipulated Cost. From and after subdivision final plat approval that brings the total number of lots in Imagery to more than 252, or from and after the date that City gives Lennar notice of City's intent to begin engineering and design of the City Improvements, whichever shall first occur, then Lennar may no longer withdraw the financial guarantee for the Stipulated Cost. In addition, Lennar may not withdraw nor give notice of its intent to withdraw its financial guarantee for a period of 60 days following the passage of the Annexation Ordinance. In the event that Lennar withdraws its financial guarantee as allowed herein, but subsequently seeks subdivision final plat approval for any portion of Imagery that brings the total number of lots to more than 252, then before City grants such subdivision final plat approval, the parties shall negotiate and agree upon Lennar's share of the cost of the City Improvements if they have then been completed or provide a financial guarantee for Lennar's negotiated and agreed upon share if the City has not yet constructed the City Improvements.

B. Lennar agrees to construct the following improvements (hereinafter called "Lennar Improvements"):

1. Certain road improvements as set forth on the Zoning Plan for this project, at no expense to City, including: Horseshoe Bend Beach Road, Lucia Riverbend Highway, Highway 16, and entrances serving Imagery.

2. An extension of the existing 12" water main from the first Stonewater entrance from Highway 16 to the third Imagery entrance as shown on the Zoning Plan, at Lennar's sole expense.

G. Any amounts to be reimbursed by Lennar to City or City to Lennar shall be payable in full within 60 days of billing.

H. Lennar shall complete its improvements according to the completion schedule attached hereto as Exhibit "B."

III. PREREQUISITES TO DEVELOPMENT

The parties agree that prior to the effective date of annexation, Lennar may, if it chooses, begin to construct Lennar Improvements upon approval of the Lennar Plans. However, Lennar agrees that it will not seek any building permits for construction of any houses within Imagery prior to any of the following: the effective date of annexation, the effective date of the passage of the Zoning Plan by City, and completion of such Lennar Improvements as required on Exhibit "B."

IV. DEVELOPMENT STANDARDS

A. The development of Imagery shall be in conformity with City's Subdivision and Land Development Ordinance, hereinafter "Subdivision Ordinance," and zoning ordinance, as hereinafter may amended from time to time, state and federal regulations, and the terms of this Agreement. Lennar may submit subdivision plats for approval incrementally in accordance with City's Subdivision Ordinance and City may require such conditions upon the subdivision final plat approval as it may elect, which conditions may be in addition to but not inconsistent with the applicable zoning of Imagery.

B. Except as hereinafter set forth, it is agreed that Imagery will be charged utility rates from City, including capital recovery fees, tap fees, and meter fees, at the same rates and fees as may be charged to other residences from time to time in the current city limits of Mount Holly. Except as hereinafter set forth, owners and residents of Imagery will not be charged municipal fees inconsistent with the fees charged to other similarly situated property owners and residents of Mount Holly. The parties agree that the lots within Imagery shall be subject to capital recovery fees in consideration of being annexed into the City of Mount Holly, thus acquiring municipal utilities. This fee requires that houses connecting to municipal water and sewer pay a buy-in fee at the time that service is requested. This capital recovery fee shall be payable by contract as provided herein, notwithstanding that the City's Capital Recovery Fee Ordinance shall hereafter be deemed unenforceable and the fees uncollectable for any reason. If the aforesaid ordinance shall hereafter be deemed unenforceable, then the fee assessed hereunder shall be in the amount of the last fee adopted by City Council prior to the aforesaid ordinance becoming deemed unenforceable. All municipal services will be provided to Imagery as required by the General Statutes of North Carolina and as provided generally to the citizens of Mount Holly. City warrants to Applicants that it has the current water and sewer treatment capacity ("Utility Treatment Capacity") to provide such services to 510 residences and amenities as set forth in the Zoning Plan for this project, and that City will reserve such Utility Treatment Capacity as set forth herein in accordance with this Agreement and the ordinances of the City of Mount Holly. City's reservation of Utility Treatment Capacity for Imagery will be for a period of Seven (7) years from the effective date of the Annexation ("Reservation Term"). Imagery shall receive such Utility Treatment Capacity (without time limitation) for all lots within each subdivision plat that is submitted, approved, and recorded during the Reservation Term. For example, if Imagery should obtain subdivision final plat approval and record such plat one month prior to the end of Imagery's Reservation Term, then the lots contained in such plat will progress payments as justified by those portions of the work completed and accepted by City, in City's reasonable discretion, but only to the extent of the aforesaid payment from Lennar or the proceeds from the financial guarantee. Lennar's failure to purchase or delay in the purchase of Imagery shall have no effect on the timing of the completion of the prerequisite Lennar Improvements as set forth in Exhibit "B." Should Lennar fail to purchase Imagery for any reason and Company shall fail or refuse to perform the Prerequisite Lennar Improvements in accordance with the schedule for the improvements set forth in Exhibit "B", then City may use the aforesaid payment from Lennar or the proceeds from the financial guarantee to complete the Prerequisite Lennar Improvements and Company shall reimburse City for the amount by which the cost to complete the Prerequisite Lennar Improvements exceeds the aforesaid payment from Lennar or the financial guarantee.

E. Applicants may convey Imagery or portions thereof to their successors and assigns, but such conveyance shall be subject to the terms of this Agreement as witnessed by a further writing signed by such assignee assuming the terms of this Agreement and City shall retain such financial guarantee of Lennar as originally provided hereunder until replaced by the equivalent financial guarantee of such subsequent owner.

F. If Lennar purchases Imagery, then Company shall have no further obligations, liabilities, requirements, terms, or conditions under this Agreement.

G. If Lennar purchases Imagery but then fails to undertake or complete all of the Lennar Improvements or any other conditions of this Agreement in a timely fashion, then City may redeem or make a claim upon the financial guarantee and complete the Prerequisite Lennar Improvements.

VI. MISCELLANEOUS PROVISIONS

A. This Agreement shall constitute an Agreement for the development of Imagery which shall remain in effect notwithstanding transfer of ownership of Imagery from and after the date of this Agreement and from and after the effective date of Annexation and shall run with the land. This Agreement shall be recorded at the Register of Deeds of Gaston County along with the Zoning Plan.

B. None of the parties shall take any action with respect to a default under this Agreement, until the non-defaulting party has given written notice to the defaulting party and the defaulting party has failed to cure the default for a period of thirty (30) days after receipt of such notice.

C. In the event that the performance by any party of any of its obligations hereunder is delayed by natural disaster, terrorist activity, war, labor dispute, or other matter beyond the control of such party, without such party's fault or negligence, then the party affected shall notify the other parties in writing of the specific obligation delayed, and the duration of the delay, and the deadline for completion of such obligation shall be extended by a like number of days; provided such delay shall not exceed sixty (60) days and further provided that the financial guarantee in Article V above shall remain in full force and effect.

Copy To: LENNAR CORPORATION
700 NW 107th Avenue – 4th Floor
Miami, Florida 33172
Attn: General Counsel
E-Mail: mark.sustana@lennar.com

Copy To: ST. AMAND & EFIRD PLLC
3315 Springbank Lane, Suite 308
Charlotte, North Carolina 28226
Telephone No.: (704) 837-2670
Attn: Scott Efird
E-Mail: sefird@stamand-efird.com

In Witness Whereof, the parties hereto have caused the due execution under seal of the foregoing Agreement by authority duly given, the day and year first above written.

CITY:
CITY OF MOUNT HOLLY

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

Attest:

________________________(SEAL)
Amy Miller, City Clerk

This instrument has been preaudited
in the manner required by G.S. 18B-702.

____
Name: Africa Otis
Title: Finance Officer

COMPANY:
MOUNTAIN ISLAND LAKE HOLDINGS, INC.,
A North Carolina Corporation

By: ________________________(SEAL)
Name: Robert S. Lilien
Title: President

LITTLE ITALY, LLC,
A South Carolina Limited Liability Company

By: ________________________(SEAL)
Name: Andreas H. Bechtler
Title: Manager

MOUNTAIN ISLAND II LLC,
A South Carolina Limited Liability Company

By: Mountain Island I LLC,
a South Carolina Limited Liability Company,
its member/manager

By: ________________________(SEAL)
Name: Robert S. Lilien
Title: its Manager

LENNAR:
LENNAR CAROLINAS, LLC,
a Delaware limited liability company

By: ________________________(SEAL)
Name:
Title:

COUNTY OF ________________ NOTARY ACKNOWLEDGMENT

I, __________________, a Notary Public in and for said County and State, do hereby certify that ROBERT S. LILIEN personally came before me this day and acknowledged that (i) MOUNTAIN ISLAND I LLC, a South Carolina limited liability company, is the member/manager of MOUNTAIN ISLAND II LLC, a South Carolina limited liability company, and (ii) he is Manager of MOUNTAIN ISLAND I LLC, a South Carolina limited liability company, and that by authority duly given and as the act of the companies, the foregoing instrument was signed in its name by him on behalf of the said companies. Witness my hand and notarial seal, this ____ day of Junr, 2017.

____
Notary Public
My commission expires: _______________
(seal)

STATE OF __________________
COUNTY OF _______________ NOTARY ACKNOWLEDGMENT

I, __________________, a Notary Public in and for said County and State, do hereby certify that _________________________ personally came before me this day and acknowledged that (s)he is ___________ of LENNAR CAROLINAS, LLC, a Delaware limited liability company, and that by authority duly given and as the act of the Company, the foregoing instrument was signed in its name by him/her on behalf of the said Company. Witness my hand and notarial seal, this _______ day of June, 2017.

____
Notary Public
My commission expires: _______________
(seal)

EXHIBIT "B"

A. Prerequisite Lennar Improvements required to be completed and accepted by City within twenty-four months following the effective date of Annexation:

1. Extension of the 12-inch water main from the first Stonewater entrance to Imagery entrance #1.
2. Force main connection from the Imagery pump station to the Stonewater pump station #1.
3. The financial guarantee for completion of items A (1) & (2) above in the amount of $675,636.00 must be received and approved by City prior to passage of the Annexation Ordinance.
4. Lennar shall (i) submit Lennar Plans for items A (1) & (2) above for approval by City within 6 months following the effective date of Annexation, (ii) begin construction of these items within 12 months following the effective date of Annexation, and (iii) thereafter diligently pursue completion and acceptance of construction.

B. Lennar Improvements required to be completed prior to subdivision final plat approval of any portion of Imagery:

1. Prerequisite Lennar Improvements in A above.
2. Roadway improvements to intersection of Highway 16 and Horseshoe Bend Beach Road/Lucia Riverbend Road, turn lanes and driveway entrances from Horseshoe Bend Beach Road into Imagery, all as shown on the Zoning Plan.

C. Additional Lennar Improvements required to be completed prior to subdivision final plat approval of any remaining portion of Imagery that, upon passage, would bring the total number of lots in Imagery to more than 252:

1. Extension of the 12-inch water main from Imagery entrance #1 to Imagery entrance #3.
2. The financial guarantee for completion of items C (1) above in an amount equal to 120% of the construction, engineering and other applicable costs of the same as estimated by Lennar's engineer and approved by City must be received and approved by City prior to City approval of the Lennar Plans for items C (1).

ATTEST:

Clerk

APPROVED AS TO FORM:

City Attorney

point; (71) THENCE N 43°13'35" E a distance of 20.49' to a point; (72) THENCE N 75°22'29" E a distance of 52.15' to a point; (73) THENCE N 82°26'30" E a distance of 37.72' to a point; (74) THENCE N 55°05'10" E a distance of 57.49' to a point; (75) THENCE N 77°25'46" E a distance of 19.95' to a point; (76) THENCE S 50°38'50" E a distance of 9.51' to a point; (77) THENCE N 59°24'47" E a distance of 28.60' to a point; (78) THENCE N 69°43'12" E a distance of 35.31' to a point; (79) THENCE N 58°25'41" E a distance of 17.18' to a point; (80) THENCE N 87°34'33" E a distance of 14.64' to a point; (81) THENCE N 63°38'37" E a distance of 38.68' to a point; (82) THENCE S 59°45'11" E a distance of 14.81' to a point; (83) THENCE N 66°37'37" E a distance of 19.94' to a point; (84) THENCE N 88°16'14" E a distance of 28.53' to a point; (85) THENCE S 80°00'06" E a distance of 25.45' to a point; (86) THENCE N 25°36'35" E a distance of 13.36' to a point; (87) THENCE S 83°19'35" E a distance of 16.10' to a point; (88) THENCE N 30°57'26" E a distance of 11.89' to a point; (89) THENCE N 48°14'04" E a distance of 28.75' to a point; (90) THENCE N 58°29'24" E a distance of 38.66' to a point; (91) THENCE N 52°56'03" E a distance of 37.61' to a point; (92) THENCE N 76°34'43" E a distance of 20.05' to a point; (93) THENCE S 83°26'53" E a distance of 10.69' to a point; (94) THENCE S 60°06'59" E a distance of 29.13' to a point; (95) THENCE N 74°26'39" E a distance of 21.04' to a point; (96) THENCE S 59°36'23" E a distance of 38.69' to a point; (97) THENCE N 87°26'04" E a distance of 65.86' to a point; (98) THENCE N 75°27'39" E a distance of 34.74' to a point; (99) THENCE S 78°16'55" E a distance of 58.33' to a point; (100) THENCE N 74°36'59" E a distance of 24.49' to a point; (101) THENCE S 77°44'18" E a distance of 50.07' to a point; (102) THENCE S 36°10'41" E a distance of 17.92' to a point; (103) THENCE S 51°12'51" E a distance of 13.55' to a point; (104) THENCE S 66°52'45" E a distance of 11.09' to a point; (105) THENCE S 62°11'07" W a distance of 20.72' to a point; (106) THENCE S 42°02'48" W a distance of 22.36' to a point; (107) THENCE S 73°33'25" W a distance of 64.36' to a point; (108) THENCE S 50°13'29" W a distance of 38.05' to a point; (109) THENCE S 27°41'05" E a distance of 19.31' to a point; (110) THENCE S 28°30'53" W a distance of 28.95' to a point; (111) THENCE S 46°40'16" W a distance of 37.24' to a point; (112) THENCE S 22°09'38" W a distance of 24.30' to a point; (113) THENCE S 36°11'36" W a distance of 13.41' to a point; (114) THENCE S 13°30'37" E a distance of 23.18' to a point; (115) THENCE N 28°52'21" E a distance of 15.64' to a point; (116) THENCE N 39°13'28" E a distance of 20.82' to a point; (117) THENCE N 32°09'47" E a distance of 22.19' to a point; (118) THENCE N 69°53'34" E a distance of 48.92' to a point; (119) THENCE S 84°47'04" E a distance of 41.34' to a point; (120) THENCE N 62°52'36" E a distance of 42.17' to a point; (121) THENCE S 63°53'18" E a distance of 12.10' to a point; (122) THENCE N 62°43'05" E a distance of 31.04' to a point; (123) THENCE N 55°02'10" E a distance of 29.69' to a point; (124) THENCE N 57°57'50" E a distance of 21.33' to a point; (125) THENCE N 63°40'35" E a distance of 32.51' to a point; (126) THENCE N 46°12'28" E a distance of 35.29' to a point; (127) THENCE N 52°05'02" E a distance of 43.99' to a point; (128) THENCE N 55°33'52" E a distance of 35.17' to a point; (129) THENCE N 80°16'59" E a distance of 32.64' to a point; (130) THENCE S 58°36'23" E a distance of 19.48' to a point; (131) THENCE N 68°58'05" E a distance of 20.87' to a point; (132) THENCE S 89°50'31" E a distance of 79.15' to a point; (133) THENCE S 77°23'58" E a distance of 30.24' to a point; (134) THENCE S 72°16'27" E a distance of 37.11' to a point; (135) THENCE S 66°29'45" E a distance of 46.59' to a point; (136) THENCE S 47°50'55" E a distance of 31.25' to a point; (137) THENCE S 20°20'22" E a distance of 36.41' to a point; (138) THENCE S 21°24'28" E a distance of 42.24' to a point; (139) THENCE S 08°16'38" E a distance of 28.60' to a point; (140) THENCE S 18°24'37" E a distance of 22.35' to a point; (141) THENCE S 13°46'46" E a distance of 25.10' to a point; (142) THENCE S 22°01'29" E a distance of 39.25' to a point; (143) THENCE S 34°58'56" E a distance of 32.14' to a point; (144) THENCE S 26°11'58" E a distance of 25.42' to a point; (145) THENCE S 39°26'17" E a distance of 49.72' to a point; (146) THENCE S 60°36'16" E a distance of 54.53' to a point; (147) THENCE S 18°03'28" E a distance of 12.52' to a point; (148) THENCE S 61°35'04" E a distance of 13.24' to a point; (149) THENCE S 21°18'07" E a distance of 59.58' to a point; (150) THENCE S 15°50'50" E a distance of 32.01' to a point; (151) THENCE S 27°25'26" E a distance of 26.62' to a point; (152) THENCE S 16°33'20" E a distance of 52.22' to a point; (153) THENCE S 30°56'43" W a distance of 19.65' to a point; (154) THENCE S 19°12'51" E a distance of 47.13' to a point; (155) THENCE S 02°47'44" W a distance of distance of 45.30' to a point; (237) THENCE N 86°51'26" E a distance of 82.84' to a point; (238) THENCE S 81°09'46" E a distance of 119.83' to a point; (239) THENCE N 85°50'58" E a distance of 77.04' to a point; (240) THENCE N 66°37'11" E a distance of 118.42' to a point; (241) THENCE N 82°20'14" E a distance of 57.42' to a point; (242) THENCE N 65°29'25" E a distance of 56.89' to a point; (243) THENCE N 50°29'02" E a distance of 68.82' to a point; (244) THENCE N 32°24'49" E a distance of 41.95' to a point; (245) THENCE N 44°06'33" E a distance of 12.30' to a point; (246) THENCE N 39°54'00" E a distance of 19.91' to a point; (247) THENCE N 74°01'49" E a distance of 28.96' to a point; (248) THENCE N 67°42'23" E a distance of 45.25' to a point; (249) THENCE S 84°59'32" E a distance of 20.87' to a point; (250) THENCE N 68°23'36" E a distance of 36.42' to a point; (251) THENCE S 83°51'33" E a distance of 36.17' to a point; (252) THENCE N 76°03'48" E a distance of 22.51' to a point; (253) THENCE S 77°36'09" E a distance of 60.00' to a point; (254) THENCE S 73°58'28" E a distance of 25.87' to a point; (255) THENCE S 44°02'07" E a distance of 16.96' to a point; (256) THENCE S 79°21'03" E a distance of 31.66' to a point; (257) THENCE N 77°20'27" E a distance of 39.12' to a point; (258) THENCE N 76°10'08" E a distance of 42.60' to a point; (259) THENCE N 30°52'54" E a distance of 20.50' to a point; (260) THENCE N 59°06'32" E a distance of 20.53' to a point; (261) THENCE S 87°06'59" E a distance of 19.76' to a point; (262) THENCE N 62°59'36" E a distance of 28.67' to a point; (263) THENCE N 45°10'18" E a distance of 25.40' to a point; (264) THENCE N 76°47'50" E a distance of 13.29' to a point; (265) THENCE N 51°08'44" E a distance of 25.02' to a point; (266) THENCE N 56°39'42" E a distance of 36.86' to a point; (267) THENCE N 27°20'16" E a distance of 22.97' to a point; (268) THENCE N 65°12'46" E a distance of 43.14' to a point; (269) THENCE N 47°42'43" E a distance of 31.46' to a point; (270) THENCE N 62°51'07" E a distance of 20.75' to a point; (271) THENCE N 00°40'12" E a distance of 9.97' to a point; (272) THENCE N 48°00'12" E a distance of 46.91' to a point; (273) THENCE N 89°21'15" E a distance of 15.12' to a point; (274) THENCE N 69°10'31" E a distance of 19.17' to a point; (275) THENCE N 46°41'48" E a distance of 45.07' to a point; (276) THENCE N 48°40'53" E a distance of 37.46' to a point; (277) THENCE N 37°42'19" E a distance of 93.83' to a point; (278) THENCE N 21°36'59" E a distance of 25.84' to a point; (279) THENCE S 82°25'59" E a distance of 21.54' to a point; (280) THENCE N 28°28'05" E a distance of 59.69' to a point; (281) THENCE N 32°03'06" E a distance of 65.17' to a point; (282) THENCE N 31°11'18" E a distance of 162.80' to a point; (283) THENCE N 74°58'09" E a distance of 20.36' to a point; (284) THENCE N 30°59'30" E a distance of 31.33' to a point; (285) THENCE N 20°01'43" E a distance of 80.65' to a point; (286) THENCE N 29°50'26" E a distance of 84.25' to a point; (287) THENCE N 70°44'02" E a distance of 29.18' to a point; (288) THENCE N 68°57'43" E a distance of 41.49' to a point; (289) THENCE S 71°47'25" E a distance of 21.93' to a point; (290) THENCE S 84°25'30" E a distance of 31.73' to a point; (291) THENCE N 59°36'22" E a distance of 43.32' to a point; (292) THENCE S 83°10'12" E a distance of 14.02' to a point; (293) THENCE S 70°28'46" E a distance of 26.93' to a point; (294) THENCE S 80°17'11" E a distance of 62.89' to a point; (295) THENCE S 69°37'02" E a distance of 91.47' to a point; (296) THENCE S 69°15'14" E a distance of 38.27' to a point; (297) THENCE S 48°52'53" E a distance of 30.36' to a point; (298) THENCE S 53°48'55" E a distance of 52.28' to a point; (298A) THENCE S 53°48'55" E a distance of 16.01' to a point; (298B) THENCE S 53°48'55" E a distance of 36.27' to a point; (299) THENCE S 54°03'29" E a distance of 28.24' to a point; (300) THENCE S 35°51'31" E a distance of 13.48' to a point; (301) THENCE S 49°33'30" E a distance of 47.85' to a point; (302) THENCE S 57°08'09" E a distance of 79.53' to a point; (302A) THENCE S 57°08'09" E a distance of 7.09' to a point; (302B) THENCE S 57°08'09" E a distance of 72.44' to a point; (303) THENCE S 50°47'08" E a distance of 17.62' to a point; (304) THENCE S 80°43'49" E a distance of 40.85' to a point; (305) THENCE S 59°52'14" E a distance of 120.34' to a point; (306) THENCE S 84°04'11" E a distance of 24.61' to a point; (307) THENCE S 64°57'17" E a distance of 34.55' to a point; (308) THENCE S 87°35'39" E a distance of 27.80' to a point; (309) THENCE S 80°37'36" E a distance of 67.48' to a point; (310) THENCE S 62°49'17" E a distance of 22.39' to a point; (311) THENCE N 68°53'49" E a distance of 10.14' to a point; (312) THENCE S 58°52'08" E a distance of 14.90' to a point; (313) THENCE S 84°15'37" E a distance of 75.73' to a point; (314) THENCE S 75°32'48" E a distance of 78.54' to a point; (315) THENCE S 63°54'47" E a distance of 15.12' to a point; (316) THENCE N 87°42'57" E a distance of 33.59' to a point; (317) THENCE S point; (402) THENCE N 74°03'46" W a distance of 17.31' to a point; (403) THENCE S 48°36'59" W a distance of 6.40' to a point; (404) THENCE S 73°21'14" W a distance of 65.80' to a point; (405) THENCE S 68°29'25" W a distance of 41.19' to a point; (406) THENCE S 52°07'02" W a distance of 19.84' to a point; (407) THENCE S 58°00'34" W a distance of 104.19' to a point; (408) THENCE S 55°39'30" W a distance of 93.32' to a point; (409) THENCE S 78°35'04" W a distance of 11.61' to a point; (410) THENCE S 57°52'45" W a distance of 59.19' to a point; (411) THENCE S 13°49'14" W a distance of 20.76' to a point; (412) THENCE S 47°00'25" W a distance of 35.33' to a point; (413) THENCE S 68°08'07" W a distance of 18.38' to a point; (414) THENCE S 41°34'26" W a distance of 20.58' to a point; (415) THENCE S 78°47'25" W a distance of 40.81' to a point; (416) THENCE N 71°49'53" W a distance of 8.25' to a point; (417) THENCE S 14°49'36" W a distance of 23.73' to a point; (418) THENCE S 07°40'42" W a distance of 16.01' to a point; (419) THENCE S 52°57'59" W a distance of 24.79' to a point; (420) THENCE S 89°17'42" W a distance of 12.73' to a point; (421) THENCE S 37°23'12" W a distance of 21.28' to a point; (422) THENCE S 69°31'54" W a distance of 14.69' to a point; (423) THENCE S 01°03'49" W a distance of 13.60' to a point; (424) THENCE S 15°18'07" W a distance of 26.34' to a point; (425) THENCE S 26°41'44" W a distance of 20.99' to a point; (426) THENCE S 70°34'08" W a distance of 18.38' to a point; (427) THENCE S 37°12'07" W a distance of 27.52' to a point; (428) THENCE S 53°22'34" W a distance of 23.95' to a point; (429) THENCE S 51°19'34" W a distance of 52.31' to a point; (430) THENCE S 21°51'29" W a distance of 20.00' to a point; (431) THENCE S 71°53'00" W a distance of 38.31' to a point; (432) THENCE S 57°48'07" W a distance of 17.61' to a point; (433) THENCE S 18°40'43" W a distance of 10.34' to a point; (434) THENCE S 66°23'43" W a distance of 26.96' to a point; (435) THENCE S 54°53'43" W a distance of 25.25' to a point; (436) THENCE S 68°48'21" W a distance of 22.28' to a point; (437) THENCE S 49°24'38" W a distance of 57.97' to a point; (438) THENCE S 35°39'17" W a distance of 30.82' to a point; (439) THENCE S 43°36'42" W a distance of 23.57' to a point; (440) THENCE S 49°32'43" W a distance of 7.21' to a point; (441) THENCE S 58°39'28" W a distance of 20.95' to a point; (442) THENCE S 63°37'23" W a distance of 10.70' to a point; (443) THENCE S 23°53'47" W a distance of 22.55' to a point; (444) THENCE S 67°33'15" W a distance of 28.17' to a point; (445) THENCE S 42°32'58" W a distance of 49.62' to a point; (446) THENCE S 55°20'41" W a distance of 22.78' to a point; (447) THENCE S 23°06'02" W a distance of 20.95' to a point; (448) THENCE S 66°59'37" W a distance of 63.55' to a point; (449) THENCE N 70°50'38" W a distance of 60.06' to a point; (450) THENCE S 61°18'47" W a distance of 46.02' to a point; (451) THENCE N 80°13'17" W a distance of 28.91' to a point; (452) THENCE S 40°17'45" W a distance of 14.89' to a point; (453) THENCE S 67°23'23" W a distance of 17.74' to a point; (454) THENCE S 39°51'48" W a distance of 67.68' to a point; (455) THENCE S 59°42'25" W a distance of 9.74' to a point; (456) THENCE S 48°16'14" W a distance of 62.08' to a point; (457) THENCE S 81°05'05" W a distance of 39.96' to a point; (458) THENCE S 40°26'17" W a distance of 25.41' to a point; (459) THENCE S 87°06'03" W a distance of 18.28' to a point; (460) THENCE S 52°18'20" W a distance of 31.35' to a point; (461) THENCE S 13°21'03" W a distance of 22.95' to a point; (462) THENCE S 62°52'29" W a distance of 43.97' to a point; (463) THENCE S 70°01'17" W a distance of 57.41' to a point; (464) THENCE N 71°29'56" W a distance of 34.79' to a point; (465) THENCE S 08°09'44" W a distance of 80.57' to a point; (466) THENCE S 57°17'46" W a distance of 17.39' to a point; (467) THENCE S 21°40'58" W a distance of 29.37' to a point; (468) THENCE S 66°24'03" W a distance of 49.02' to a point; (469) THENCE S 13°54'56" W a distance of 45.83' to a point; (470) THENCE S 44°48'06" W a distance of 18.73' to a point; (470) THENCE S 27°50'29" W a distance of 110.21' to a point; (472) THENCE S 55°44'53" W a distance of 42.55' to a point; (473) THENCE S 75°42'20" W a distance of 62.27' to a point; (474) THENCE S 42°03'32" W a distance of 43.62' to a point; (475) THENCE S 46°03'25" W a distance of 100.63' to a point; (476) THENCE S 69°06'43" W a distance of 29.68' to a point; (477) THENCE N 68°26'58" W a distance of 61.09' to a point; (478) THENCE N 33°14'11" W a distance of 23.60' to a point; (479) THENCE N 67°33'17" W a distance of 18.62' to a point; (480) THENCE N 16°31'12" W a distance of 16.52' to a point; (481) THENCE N 00°43'29" W a distance of 46.97' to a point; (482) THENCE N 24°48'40" W a distance of 51.59' to a point; (483) THENCE N 05°56'11" W a distance of 57.85' to a point; (484) THENCE S 33°44'44" W a distance of 94.63' to a point; (485) THENCE S 06°15'38" E a distance of 33.30' to a point; (486) THENCE S 10°33'39" W a distance of

PETITION REQUESTING ANNEXATION

Date: 9-23-16

To the City Council of the City of Mount Holly:
(name of governing body)

1. We the Undersigned owners of real property respectfully request that the area described in Paragraph 2 below be annexed to the City of Mount Holly.

2. The area to be annexed X is contiguous or ____ is not contiguous (check one) to the City of Mount Holly and the boundaries of such territory are as follows:

   See attached Survey Exhibit- Less and except the two parcels of land containing 5,167 square feet and 2,127 square feet, conveyed by Mountain Island II LLC to Jimmy Johnson Furr and wife, Betty P. Furr, by deed dated September 29, 1999, and recorded on October 20, 1999, in Book 3003, Page 848, in the Gaston County Public Registry.

*INSERT METES AND BOUNDS DESCRIPTION

**3. We acknowledge that any zoning vested rights acquired pursuant to G.S. 160A-385.1 or G.S. 153A-344.1 must be declared and identified on this petition. We further acknowledge that failure to declare such rights on this petition shall result in termination of vested rights previously acquired for this property. (If zoning vested rights are claimed, indicate below and attach proof.)

NAME	ADDRESS	VESTED RIGHTS DECLARED? (YES OR NO)	SIGNATURE

* The City of Mount Holly may wish to require a meets and bounds description and/or map.

** This is one possible format for zoning vested rights declaration. This language may require modification to reflect the requirements of the municipal zoning vested rights ordinance, if any.

ADDITIONAL ATTACHMENTS MAY BE USED

A fee will be accessed as part of this Annexation Application.
See Fee Schedule for amount.

See Attached Boundary Survey
See Attached Owner's Signature Exhibit
Project ID : 09152016A

We, the undersigned, are the owners of the property which is the subject of rezoning application number 09152016A filed on September 23, 2016, and do hereby make and consent to such application and annexation into the City of Mount Holly, North Carolina.

LITTLE ITALY, LLC, a South Carolina limited liability company

By: Andreas H. Bechtler

Andreas H. Bechtler, its manager

MOUNTAIN ISLAND II LLC, a South Carolina limited liability company

By: Mountain Island I, LLC, a South Carolina limited liability company, its member/manager

By: Robert S. Lilien

Robert S. Lilien, its manager

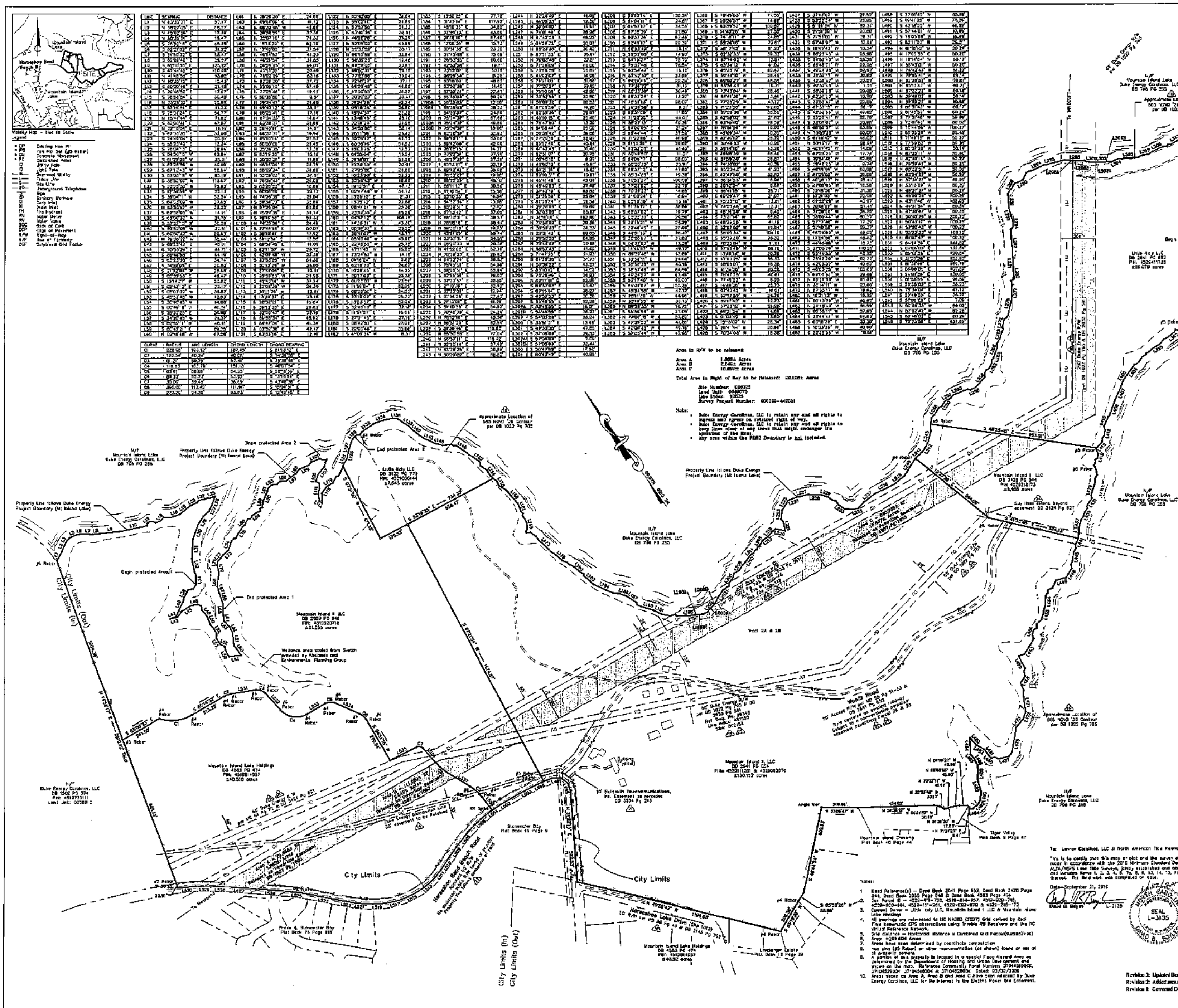
MOUNTAIN ISLAND LAKE HOLDINGS, INC., a North Carolina corporation

By: Robert S. Lilien

Robert S. Lilien, its president

LITTLE ITALY, LLC
MOUNTAIN ISLAND II, LLC
MOUNTAIN ISLAND LAKE HOLDINGS, INC.
Attn: Robert S. Lilien
101 North Tryon Street, Suite 1900
Charlotte, North Carolina 28246

Bob Lilien is acting in his capacity as a principal in the two Mountain Island entities; and all three entities are using this firm's address as its own.



Schedule B - II Exceptions

To: Lennar Carolinas, LLC & North American Title Insurance Company

"This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 6, 7a, 8, 9, 13, 14, 15, 17, 19 and 20 of Table A thereof. The field work was completed on date.

Date–September 21, 2016

David B. Boyles L-3135

SEAL L-3135 NORTH CAROLINA PROFESSIONAL LAND SURVEYOR DAVID B. BOYLES

Notes:

1. Deed Reference(s) – Deed Book 3641 Page 552, Deed Book 3426 Page 344, Deed Book 3359 Page 548 & Deed Book 4383 Page 474
2. Tax Parcel ID – 4529-41-738, 4518-814-957, 4519-920-718, 4529-030-444, 4520-11-261, 4522-003-870 & 4521-216-173
3. Current Owner – Little Italy LLC, Mountain Island I LLC & Mountain Island Lake Holdings
4. All bearings are referenced to NC NAD83 (2007) Grid derived by Real Time Kinematic GPS observations using Trimble R8 Receivers and the NC Virtual Reference Network.
5. Grid distance = Horizontal distance x Combined Grid Factor(0.99987406)
6. Area: ±209.684 Acres
7. Areas have been determined by coordinate computation
8. Iron pins (#5 Rebar) or other monumentation (as shown) found or set at all property corners.
9. A portion of this property is located in a special Flood Hazard Area as determined by the Department of Housing and Urban Development and shown on the map. Reference Community Panel Numbers: 3710452900K, 3710452900K, 3710453800K & 3710452800K. Dated: 03/02/2006
10. Areas shown as Area A, Area B and Area C have been released by Duke Energy Carolinas, LLC for its interest in the Electric Power line Easement.

Revision 3: Updated Boundary & showed revised Duke Easement
Revision 2: Added areas to be removed from Duke Easement
Revision 1: Corrected Deed Reference

ALTA/NSPS Land Title Survey for Lennar Carolinas, LLC 703 Horseshoe Bend Road, City of Mount Holly, Gaston County, North Carolina

LDSI

Scale: 1"=200'

200 100 0 200

Date: September 14, 2016
Project Number: 4116101

Revision 1: Oct. 17, 2016
Revision 2: Nov. 7, 2016
Revision 3: Jan. 16, 2017

MOUNT HOLLY
Connecting Community & Nature

TO: Mount Holly Mayor and City Council

FROM: Jonathan Wilson, Planner

DATE: March 8, 2017

RE: Cost of Services Analysis for Imagery on Mountain Island Development

Parks and Recreation:
No additional cost would be anticipated by the Parks and Recreation Department if the development were annexed.

Police Department:
The service level for the Police Department can be addressed through the proposed departmental growth that has been discussed as part of a department strategic plan which includes increases in resources over a multi year period. Believes that the proposed increase will be sufficient to cover any additional calls for service associated with this annexation.

Fire Department:
On the effective date of annexation by the City of Mount Holly, all residents, businesses, and property owners in the annexation area will receive service on substantially the same basis and in the same manner of services that are provided in the rest of the City prior to annexation. The property will be served by the station located off of 10109 Rozzelles Ferry Road. The estimated call volume for this annexation once built could increase the call volume by one hundred sixty (160) calls per year. This area will fall within the response time area within four (4) minutes. Once the new fire station is built Mount Holly Fire Department can serve this proposed annexation with that station and staffing. There would be an increase in fuel and departmental supplies due to the increase in calls for service. **The estimated amount of increase would be six thousand dollars ($6,000.00).**

Engineering/Utilities:
The Utilities Department has calculated the following as the "Imagery on Mountain Island Annexation Request – Annual Utilities Department Operation and Maintenance Cost:"
$277,585

Streets and Solid Waste:
Annexation Costs to the Department:

Disposal Fees:	$10,873.20 ($10,873.20 = Refuse, $2,519.40 = Recycling, $1,285.20 = Yard Waste)
Capital:	$606,100.00

	($56,100.00 = Rollout Containers, $275,000.00 = Automated Refuse Truck, $275,000.00 = Automated Recycling Truck)
Employees:	$85,236.65 (2 Streets and Solid Waste Worker II Employees)
Total:	**$702,209.85**

<u>Planning and Development:</u>
Current staffing levels could handle the increased workload for the planned development however with knowledge of future growth the department would need to hire a full time code enforcement officer/zoning officer which would be addressed through departmental growth in the yearly budget process.

<u>Total Anticipated Expenses: $985,794.85</u>

Connecting Community & Nature

TO: Mount Holly Mayor and City Council

FROM: Jonathan Wilson, Planner

DATE: March 8, 2017

RE: Anticipated Revenue Analysis for Imagery on Mountain Island Development

General Fund Revenues

Property Tax:

The Property Tax is calculated by taking the total average home value and dividing that number by one-hundred and multiplying by the current tax rate.
Average Home Value: Estimated at $330,000 (conservative estimation)
Total Home Value for Development: $330,000 X 510 = $168,300,000.00
Property Tax: $168,300,000.00 / 100 X .53 = $891,990.00

Personal Property Tax:

The Personal Property Tax is calculated by taking the real property tax value and multiplying it by the current rate of Mount Holly which is 8% and dividing it by one-hundred then multiplying by the current tax rate.
Home Value: $168,300,000.00
Estimated percentage of homes that may have personal property: 0.08
Personal Property Tax: $168,300,000.00 X 0.08 / 100 X .53 = $71,359.20

Sales Tax:

The Sales Tax is calculated by taking the total home value and multiplying by the tax rate of 0.002.
Home Value: $168,300,000.00
Estimated Sales Tax Rate Factor: 0.002
Sales Tax: $168,300,000.00 X 0.002 = $336,600.00

Beer & Wine Tax:

The Beer & Wine Tax is calculated by the total population multiplied by $4.76 which is the per capita factor.
Population: 510 x 2 = 1,020
Per capita factor: $4.76
Beer & Wine Tax: 1,020 X $4.76 = $4,855.20

Powell Bill Funds:
The Powell Bill Funds are calculated based on the population multiplied by $20.03 which is the per capita factor.
Population: 1,020
Per capita factor: $20.03
Powell Bill Funds: 1,020 X $15.78 = $20,430.60

Tipping Fees:
The Tipping Fees are calculated by the total number of homes multiplied by the current landfill rate.
Number of Homes: 510
Current Landfill Rate: $9.50
Tipping Fees: 510 X $9.50 = $58,140.00

Vehicle License Tag Tax:
The Vehicle License Tax is calculated by the number of vehicles multiplied by $5.00 per vehicle.
Estimated Number of Vehicles: 2 per home
Per vehicle: $5.00
Vehicle License Tax: 1,020 X $5.00 = 10,200.00

Zoning Permit:
The City currently charges $100.00 for a single family home zoning permit.
Zoning Permit Fee: $51,000.00

Right-of-Way Permit:
The City currently charges $25.00 for a residential Right-of-Way permit.
Right-of-Way Permit: $12,750.00

Total Estimated General Fund Revenue: $1,457,325.00

Enterprise Fund Revenues

Stormwater Fee:
The City currently charges a fee of $2.50 per home for stormwater management.
Monthly Stormwater Fee: $1,275.00
Annual Stormwater Fee: $15,300.00

Water Meter Fee:
The City currently charges a fee of $300.00 per home for a ¾" water meter which is standard for a single family home.
Water Meter Fee: $153,000.00

Former Water System Development Fee:
The City previously charged $2,288.00 per home (¾" water service) which is standard for a single family home.
Former Water System Development Fee: $1,166,880.00

<u>Former Sewer System Development Fee:</u>
The City previously charged \$2,309.00 per home (4" sewer service) which is standard for a single family home.
Former Sewer System Development Fee: <u>\$1,177,590.00</u>

<u>Average Water and Sewer Monthly Bill:</u>
The average water and sewer monthly bill is \$41.25.
Average Water and Sewer Monthly Bill: \$21,037.50
Average Water and Sewer Annual Revenue: <u>\$252,450.00</u>

Total Estimated Enterprise Fund Revenue: <u>\$2,765,220.00</u>

Total Estimated Revenue (at build-out): <u>\$4,222,545.00</u>

The City of Mount Holly Strategic Vision Plan has Design Guidelines for Voluntary Annexations which have been addressed below by the applicant.

Key Point #1 – New development should reflect Mount Holly's DNA

1. Occupiable front porch of at least 50 square feet.
Applicant Response: A mixture of front elevations incorporating porches, stoops and other elements will be constructed.

2. Crawlspace foundation of at least 24" high.
Applicant Response: Mixture of crawlspace, slab and basement foundations depending on topography. Slab foundations will have a minimum of 12" masonry border. Active adult buyers prefer homes with minimal steps and elevation changes.

3. Siding of brick, stone, stucco, wood hardiplank, or wood shingles, the treatment of which shall be consistent among the front and side facades. Aluminum or vinyl siding allowed as trim, windows, doors and overhangs.
Applicant Response: Mixed material elevations including brick, stone, fiber-cement siding with vinyl windows, soffits and trim will be constructed.

Key Point #2 – New development should protect and preserve Mount Holly's natural amenities while also providing usable open space

1. One acre usable open space for every 20 homes.
Applicant Response: 25.5 acres are required under this calculation. Approximately 110 acres of common open space (37% of the site) with approximately 5 miles of trails, six waterfront parks and extensive natural areas are incorporated.

2. 100' undisturbed buffer strip along both sides of all creeks, rivers and lakes.
Applicant Response: 100' undisturbed lakefront buffer, most within common open space will be protected. Up to 200' undisturbed buffer in certain locations. More than 10% of the site is undisturbed.

3. Retain 10% of the entire site in pre-construction condition.
Applicant Response: More than 10% of the site will remain undisturbed.

4. Preserve at least a third of the large, maturing trees (those having a caliber of 18" or greater).
Applicant Response: Large undisturbed areas with special attention paid to heritage tree locations will be preserved where possible.

5. No clear cutting or massive site grading will be allowed. Only site grading needed to construct streets, sidewalks, utilities, building pads, and a 30 foot clear zone around the foundation will be allowed.

Applicant Response: Site will be developed under the low-density option with built upon area of less than 24%. High hazard double row silt fencing and other intensive sedimentation and erosion devices to be used to protect water quality.

Key Point #3 – New development should be built around great streets.

1. Minimum 5' sidewalks on both sides of the street.
Applicant Response: 5' sidewalks on both sides of all streets will be constructed.

2. Minimum 6' wide planted strip between the sidewalk and the road on both sides of the street.
Applicant Response: 6' wide planted strip between the sidewalk and the road on both sides of the street.

3. 3" caliper street trees every 40' OC on both sides of the street.
Applicant Response: 3" caliper street trees every 40' OC on both sides of the street.

4. Low level decorative lighting located at a minimum every 200'.
Applicant Response: Low level decorative lighting located at a minimum every 200'.

5. No more than 20% of the garage doors facing the street.
Applicant Response: Garage doors with windows and decorative trim elements will be incorporated. Active adult buyers prefer front loading garages for ease of access and perceived safety.

6. Maximum driveway width of 12' within 20' of the street.
Applicant Response: Maximum driveway width of 12' within street right-of-way.

Key Point #4 – New development should connect with Mount Holly's existing street and trail network.

1. Stub and pave streets to the adjacent parcel line if undeveloped.
Applicant Response: Streets will be stubbed to adjacent parcels.

2. Whenever possible, all new annexations should have more than one vehicular entry and exit point.
Applicant Response: 3 entry/exit points. Reworked hard/dangerous curve on Horseshoe Bend Beach Road into safer T intersection with roundabout into Imagery community.

3. All entry/exits must contain at least 2 exit lanes in addition to an entry lane.
Applicant Response: All entry/exits will contain at least 2 exit lanes in addition to an entry lane. Voluntary Highway 16 intersection improvements and voluntary left turn lane into community northern entrance.

Applicants Additional Considerations:
Community restricted to adults 55 years and better
Active adults create lower impact on schools, roads and public infrastructure
Community focused on environmental sensitivity to site and Mountain Island Lake
Extensive open space including >5 miles of trails and 6 waterfront parks
Preserved Little Italy buildings incorporated into amenity village with emphasis on art theme
More than 3 miles of shoreline with minimum of 100' undisturbed buffer, many areas have larger buffer
Enhanced sedimentation and erosion control measures to reduce runoff and dissipate storm water discharge
Site development in smaller phases with street construction and lot development done separately to reduce impacts

City of Mount Holly
Action Agenda Item

To: City Council	**Date:** 6-8-2017
From: Jonathan Wilson	**Meeting Date:** 6-26-2017

Agenda Item to be considered:

Consideration and approval, regarding a request by Lennar Carolinas, LLC, for a rezoning and annexation of Tax Parcel ID #'s 220248, 220247,202002, 202000, 202180, 208655, 208656 and 202179 from R-1 Gaston County to Single Family Conditional District.

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

Background/Purpose of Request:

City Staff has been working with Lennar Carolinas, LLC who submitted a rezoning request for the above parcels. All eight properties are located in Gaston County's zoning jurisdiction. All of the properties combined are approximately 298 acres in size. The applicant wishes to rezone the properties to a Conditional District zoning district to include Single Family Residential as detached homes and various types of amenities. The applicant will be requesting permission to develop up to 510 single family homes for active adults. The community will be restricted to those 55 years and better. Homesites would range between 55', 65', 75' and 100' in widths.

A Public Hearing was held on February 6, 2017 before the Planning Commission. The Planning Commission made a recommendation to City Council to continue the Public Hearing until March so that more information could be provided to Staff and the Public. On February 13, 2017 City Council held a Public Hearing and also continued the Public Hearing until March so that more information could be provided to Staff and the Public.

On March 6, 2017 the Planning Commission recommended to City Council to approve the Conditional District Zoning Plan as presented and that the rezoning is consistent with the intent of the Land Development Plan. On March 13, 2017 City Council closed the continued Public Hearing but did not vote on the request and tabled a decision until a later date.

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

Manager/Staff Recommendation: ;

The Planning Commission has recommended to City Council to approve the Conditional District Zoning plan as presented and that the rezoning is consistent with the intent of the

Land Development Plan. City Staff supports the recommendation of the Planning Commission to approve the Conditional District Zoning contingent upon the successful execution of an annexation agreement and ordinance.

Result of City Council Decision:

___

Attachments:

1. **Rezoning Application**
2. **Conditional District Site Plan**
3. **Consistency Statement**

REZONING APPLICATION
CITY OF MOUNT HOLLY, NORTH CAROLINA

Date Filed: **9-23-16** Application Number: **09152016A**

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

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

Little Italy, LLC; Mountain Island II, LLC and Mountain Island Lake Holdings, Inc.

Address: **601-703 Horseshoe Bend Beach Rd.**

as evidenced by Deed Book ___ ___ on Page ___ m the Gaston County Registry. There are no restrictions or covenants of record appearing in the chain of title, which would prohibit the property from being put to the use specified in Paragraph five (5) of this application.
See attached Map for Deed Books & Page numbers.

2. The real property sought to be rezoned is located at/on **601-703 Horseshoe Bend Beach Rd.** on the **Left** side of the **Road**
(physical address) (circle one) (street)

between ______ and ______, and has a Tax
(street) (street)
Listing of: Tax Parcel # ______ Said lot(s) has (have) a frontage of 3138 feet and is approximately 299.85 acres in size.
PINs: 4529411738, 4529218173, 529111261, 4529003670, 4519814957, 4519920718, 4529030144

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

4. It is desired and requested that the real property herein described be rezoned from

R-1 (Gaston) **Mt. Holly "Residential Conditional District"**

______ Zone to ______ Zone.

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

6. If the. Conditional Use Rezoning is requested, it is proposed that the real property be put to the following use, with the following specific improvements including building sizes and proposed screening in accordance with the attached site plan as mentioned in Paragraph five (5).
Approximately 510 unit single family subdivision for active adults. The community will be restricted to those 55 years and better. Requesting annexation, appropriate zoning and utilities from Mt. Holly. Homesites to be 55', 67', 75' and 100' wide fronts with extensive trail system and other amenities.

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

Lennar Carolinas, LLC

Name of Applicant(s)

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

Signature: See Attached Exhibit for Owners' Signatures

Applicant's Address: 11230 Carmel Commons Blvd. , Charlotte, NC 28226

DAVID NELSON, david.nelson@lennar.com

Phone Number: 704-309-3288

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

We, the undersigned, are the owners of the property which is the subject of rezoning application number 09152016A filed on September 23, 2016, and do hereby make and consent to such application and annexation into the City of Mount Holly, North Carolina.

Mountain Island II, LLC

By: Mountain Island I, LLC

By: ______________________

Robert S. Lilien, Manager

Mountain Island Lake Holdings, Inc.

By: ______________________

Robert S. Lilien, President

Little Italy LLC

By: ______________________

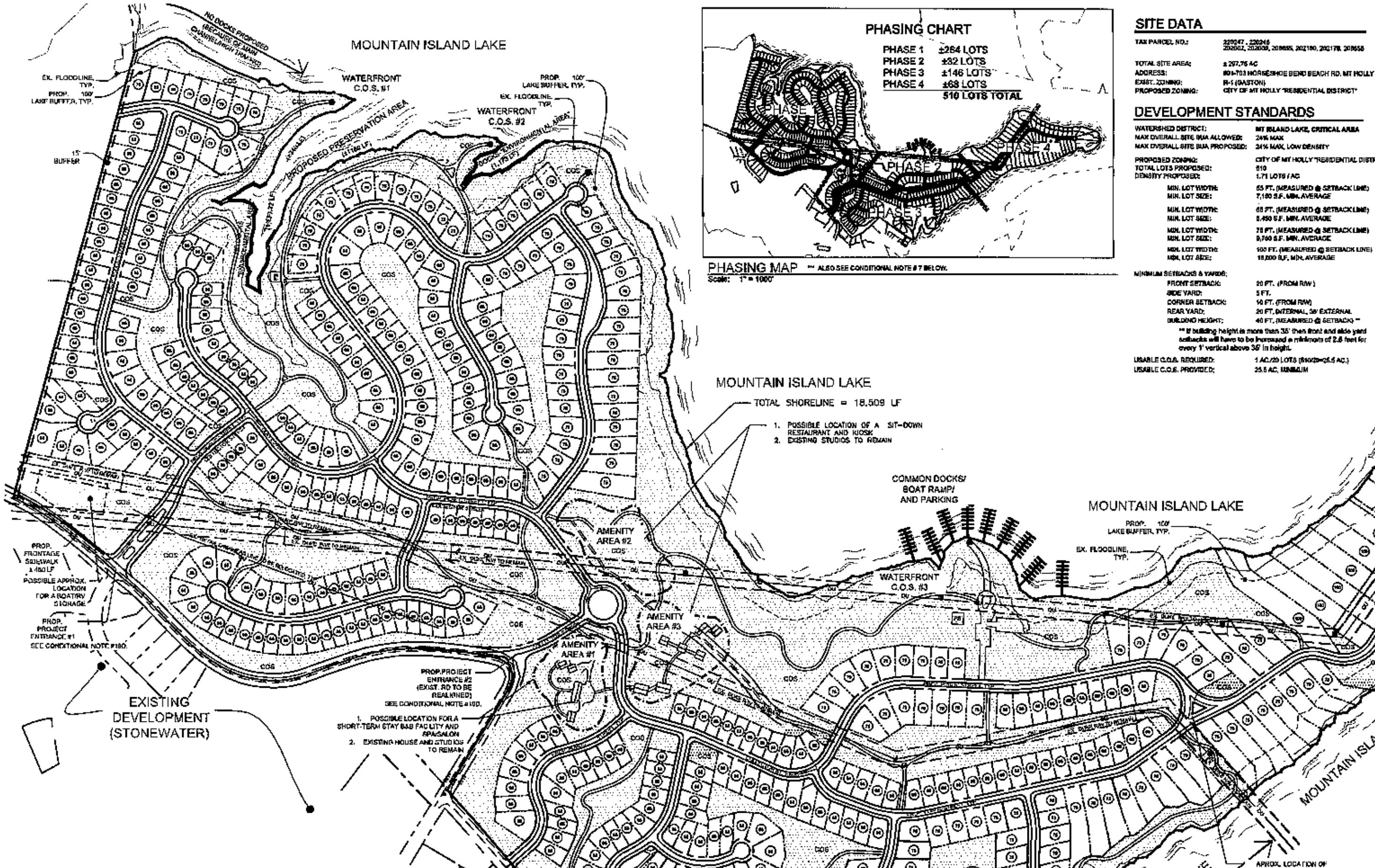
Robert S. Lilien, Manager

____

ANDREAS H. BECHTLER MEMBER

<u>**Contact Information for Robert S. Lilien**</u>:

Robinson Bradshaw & Hinson, P.A.
101 North Tryon Street, Suite 1900
Charlotte, North Carolina 28246
Direct Number: (704) 377-8378



PHASING CHART

PHASE 1	±264 LOTS
PHASE 2	±32 LOTS
PHASE 3	±146 LOTS
PHASE 4	±68 LOTS
	510 LOTS TOTAL

PHASING MAP ** ALSO SEE CONDITIONAL NOTE # 7 BELOW.
Scale: 1" = 1000'

SITE DATA

TAX PARCEL NO.:	220247, 220248 202002, 202030, 208655, 202180, 202178, 208658
TOTAL SITE AREA:	± 297.75 AC
ADDRESS:	601-703 HORSESHOE BEND BEACH RD. MT HOLLY
EXIST. ZONING:	R-1 (GASTON)
PROPOSED ZONING:	CITY OF MT HOLLY "RESIDENTIAL DISTRICT"

DEVELOPMENT STANDARDS

WATERSHED DISTRICT:	MT ISLAND LAKE, CRITICAL AREA
MAX OVERALL SITE BUA ALLOWED:	24% MAX
MAX OVERALL SITE BUA PROPOSED:	24% MAX, LOW DENSITY
PROPOSED ZONING:	CITY OF MT HOLLY "RESIDENTIAL DISTRICT"
TOTAL LOTS PROPOSED:	510
DENSITY PROPOSED:	1.71 LOTS / AC
MIN. LOT WIDTH:	55 FT. (MEASURED @ SETBACK LINE)
MIN. LOT SIZE:	7,150 S.F. MIN. AVERAGE
MIN. LOT WIDTH:	65 FT. (MEASURED @ SETBACK LINE)
MIN. LOT SIZE:	8,450 S.F. MIN. AVERAGE
MIN. LOT WIDTH:	75 FT. (MEASURED @ SETBACK LINE)
MIN. LOT SIZE:	9,750 S.F. MIN. AVERAGE
MIN. LOT WIDTH:	100 FT. (MEASURED @ SETBACK LINE)
MIN. LOT SIZE:	15,000 S.F. MIN. AVERAGE
MINIMUM SETBACKS & YARDS:	
FRONT SETBACK:	20 FT. (FROM R/W)
SIDE YARD:	5 FT.
CORNER SETBACK:	10 FT. (FROM R/W)
REAR YARD:	20 FT. INTERNAL, 30' EXTERNAL
BUILDING HEIGHT:	40 FT. (MEASURED @ SETBACK) **

** If building height is more than 35' then front and side yard setbacks will have to be increased a minimum of 2.5 feet for every 1' vertical above 35' in height.

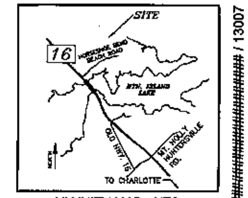
USABLE C.O.S. REQUIRED:	1 AC./20 LOTS (510/20=25.5 AC.)
USABLE C.O.S. PROVIDED:	25.5 AC. MINIMUM

PROPOSED LOT WIDTH TABLE

55	55 FT WIDE	162 LOTS
65	65 FT WIDE	153 LOTS
75	75 FT WIDE	163 LOTS
100	100 FT WIDE	32 LOTS
		510 LOTS TOTAL

SHORELINE MEASUREMENT

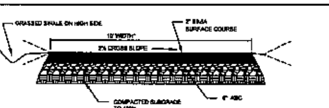
TOTAL SHORELINE LF:	18,509 LF
EXISTING ENVIRONMENT AREA + NATURAL AREA (TO REMAIN UNDISTURBED):	3,238 LF
NET TOTAL LF:	15,271 LF
PROPOSED 20% SHORELINE PRESERVATION:	15,271 X 20% = 3054 LF



VICINITY MAP - NTS

LEGEND

— —659— —	EXISTING CONTOURS
	EXISTING PROPERTY LINE
	PROPOSED LOT LINE
	EX. FLOODLINE
	PROP. 100' LAKE BUFFER
—⊠—OU—	EX. DUKE TOWER & R/W
PS	PROPOSED PUMP STATIONS (APPROX.)
C.O.S.	COMMON OPEN SPACE



* NOTES:
1. 10' WIDE PAVED TRAIL, PER CITY STANDARDS, WILL BE USED WHERE USABLE COS IS CREDITED. A NARROWER PAVED TRAIL MAY BE USED AT DIFFERENT, VARIOUS LOCATIONS ON SITE. NATURAL SURFACE TRAIL WILL ALSO BE USED.
2. 4" OF CONCRETE MAYBE USED IN LIEU OF 6" ABC & 2" ASPHALT.

1 TYP. GREENTRAIL DETAIL
NOT TO SCALE — MT HOLLY R-139

NOTES
1. BOUNDARY SURVEY WAS PREPARED BY LAND DESIGN SURVEYOR, DATED 6-21-16.
2. WETLANDS DETERMINATION AND STREAM ASSESSMENT WAS PROVIDED BY LEN RINDNER OF WEPO.

CONDITIONAL NOTES:

1. TOTAL NUMBER OF LOTS ON EACH RESPECTIVE LOT SIZE (55', 65', 75' AND 100' WIDE) ARE APPROXIMATE. FINAL COUNTS FOR EACH SIZE MAY VARY, BUT THE TOTAL YIELD SHALL NOT EXCEED 510 LOTS.
2. ALL PROPOSED PUBLIC STREETS SHALL BE SUBJECT TO CITY OF MT. HOLLY'S "TYPICAL SECTION RESIDENTIAL STREET", STD NO. 100, EXCEPT THOSE DESIGNATED AS "COLLECTOR STREETS", WHICH ARE SUBJECT TO STD NO. 103.
3. PROPOSED TRAILS SHOWN ARE APPROXIMATE; FINAL LOCATION OF TRAILS SHALL BE STRATEGICALLY FIELD LOCATED. TRAIL MATERIALS, A COMBINATION OF EITHER 10' PAVED PER CITY STANDARD OR NATURAL SURFACE WILL BE DETERMINED AT A LATER DATE PER FIELD CONDITION. PROPOSED GREENWAY TRAIL SHALL HAVE A TRAIL MARKING SYSTEM PER CITY OF MT. HOLLY ORDINANCE.
4. ALL CLUSTER MAILBOXES SHALL BE SUBJECT TO LATEST USPS CLUSTER MAILBOX GUIDELINES AND CITY OF MT. HOLLY ORDINANCE, SECTION 3.11.F.
5. THE PROPOSED DEVELOPMENT SHALL BE SUBJECT TO THE CITY OF MT. HOLLY FIRE MARSHALL APPROVAL AND 2012 NC FIRE CODE, IF APPLICABLE, INCLUDING FIRE ACCESS TO DOCKS. PER THE 2012 NC FIRE CODE CHAPTER 45, MARINAS SHALL BE EQUIPPED WITH STANDPIPES. STANDPIPES MUST BE INSTALLED IN ACCORDANCE WITH NFPA 303. FIRE DEPARTMENT ACCESS AND A FIRE HYDRANT MUST BE PROVIDED.
6. PER NFPA 24, THE AUTHORITY HAVING JURISDICTION SHALL BE CONSULTED BEFORE THE INSTALLATION OR REMODELING OF PRIVATE FIRE SERVICE MAINS, IF APPLICABLE.
7. THE PHASE LINES SHOWN ARE PRIMARILY BASED ON EXISTING TOPOGRAPHY PATTERN, RESPECTIVE PUMP STATION DRAINAGE BASINS, AND STREET CONNECTIVITY AND ACCESSIBILITY. ACTUAL CONSTRUCTION AND DEVELOPMENT PHASES AND SUB-PHASES WILL BE SUBJECT TO CHANGES BASED ON THE MARKET CONDITION AND CONSTRUCTION SCHEDULES.
8. PROPOSED FOUR (4) LIFT STATIONS, FORCEMAIN, GRAVITY SEWER SYSTEMS, AND POTABLE WATER MAIN SYSTEMS WILL BE DEDICATED TO CITY OF MT. HOLLY FOR OWNERSHIP AND MAINTENANCE.
9. ANY PROPOSED LOW PRESSURE SEWER SYSTEMS (LPSS) WILL REQUIRE A SEPARATE PERMIT FROM CITY OF MT. HOLLY. OPERATION AND MAINTENANCE (O&M) PROGRAMS FOR LPSS WILL BE REQUIRED. LPSS WITHIN PUBLIC STREET RIGHT-OF-WAY WILL BE DEDICATED TO CITY OF MT. HOLLY FOR OWNERSHIP AND MAINTENANCE. INDIVIDUAL LPSS SERVICES AND GRINDER PUMPS WILL BE OWNED BY INDIVIDUAL HOMEOWNER OR ASSOCIATED H.O.A.
10. ANY IMPACTS TO JURISDICTIONAL STREAMS AND/OR WETLAND ONSITE, IF ANY, SHALL REQUIRE APPROPRIATE PERMIT(S) WITH THE CORPS OF ENGINEERS AND OTHER AUTHORITY HAVING JURISDICTION OVER SUCH IMPACT. THE APPLICANT SHALL PROVIDE CITY OF MT. HOLLY WITH ANY SUCH PERMIT.
11. THE DEVELOPMENT SHALL BE SUBJECT TO ANY STREET IMPROVEMENT RECOMMENDATIONS IDENTIFIED ON THE NCDOT'S APPROVED TIA. THE PETITIONER SHALL PROVIDE THE FOLLOWING VOLUNTARY MEASURES.
   A. A LEFT TURN LANE ON HORSESHOE BEND BEACH ROAD INTO THE PROPOSED DEVELOPMENT AT PROJECT ENTRANCE #1, WITH 50' STORAGE, 75' BAY TAPER AND RELATED APPROACH/DEPARTURE TAPER. AS PART OF THIS WORK, PETITIONER WILL RE-GRADE THE AREA SOUTH OF THE STONEWATER SECOND ENTRANCE TO IMPROVE THE SIGHTLINE AT THAT INTERSECTION. A MEMORANDUM OF UNDERSTANDING AND A TEMPORARY ACCESS AND GRADING EASEMENT WILL BE NECESSARY FROM THE STONEWATER H.O.A.
   B. REALIGNMENT OF THE EXISTING 90 DEGREE TURN ON HORSESHOE BEND BEACH ROAD INTO A FULL T-INTERSECTION WITH A STOPPING CONDITION ON EXISTING HORSESHOE BEND BEACH ROAD GOING NORTH.
   C. IMPROVING/PROVIDING A RIGHT TURN LANE AT HORSESHOE BEND BEACH ROAD GOING WESTWARD AT HIGHWAY 16 INTERSECTION, WITH FULL LANE BACK TO PUMP STATION ROAD.
   D. IMPROVING/PROVIDING A LEFT TURN LANE ON HIGHWAY 16 GOING SOUTHWARD ONTO HORSESHOE BEND BEACH ROAD AT THE INTERSECTION, WITH MINIMUM 200' FULL WIDTH STORAGE AND TAPER BACK TO TIE TO EXISTING WIDENED PAVEMENT ON HIGHWAY 16.
   E. IF THE MOUNTAIN ISLAND CHARTER SCHOOL (MICS) PROVIDES ADEQUATE FUNDING, THEN THE PETITIONER SHALL MANAGE FOR MICS THE INSTALLATION OF A DUAL LEFT TURN LANE FROM HIGHWAY 16 ONTO LUCIA-RIVERBEND ROAD AND A DUAL RECEIVING LANE AND APPROPRIATE TAPER ALL AS APPROVED BY NCDOT PROVIDED IT IS ACCOMPLISHED AT THE SAME TIME AS THE OTHER IMPROVEMENTS IN ITEMS A-D ABOVE.
   F. ALL IMPROVEMENTS IN A-E ABOVE WILL BE STARTED CONCURRENT WITH PAVING OF PHASE ONE OF THE DEVELOPMENT AND PRIOR TO FINAL PLAT APPROVAL FOR PHASE ONE.
12. LOT LINES SHALL BE SUBJECT TO THE LATEST CITY OF MT. HOLLY'S LAND DEVELOPMENT DESIGN GUIDELINES AND ORDINANCES.
13. THE DEVELOPMENT SHALL BE A RESTRICTED COMMUNITY TO ADULTS 55 YEARS AND BETTER AS DEFINED UNDER THE HOUSING FOR OLDER PERSONS ACT OF 1995, AS AMENDED. ARCHITECTURAL ELEMENTS TO INCLUDE A MIXTURE OF FRONT ELEVATIONS INCLUDING PORCHES, STOOPS AND OTHER CITY APPROVED ELEMENTS, MIXTURE OF CRAWLSPACE, SLAB AND BASEMENT FOUNDATION DEPENDING ON TOPOGRAPHY WITH FOCUS ON MINIMAL STEPS AND ELEVATION CHANGES, AND MIXED MATERIAL ELEVATIONS INCLUDING BRICK, STONE, FIBER-CEMENT SIDING, , VINYL WINDOWS , SOFFIT AND TRIM. PETITIONER SHALL PROVIDE A MINIMUM 12" BRICK OR STONE WRAPPED FOUNDATION ON HOMES WITH SLAB FOUNDATIONS.
14. FOR THE PORTION OF POTENTIAL GATED COMMUNITY, PETITIONER AND/OR H.O.A. WILL WORK WITH MHPD REGARDING A PROCEDURE THAT ALLOWS ACCESS BY MHPD OFFICERS FOR ROUTINE PATROL AND EMERGENCY RESPONSE. IF THE GATE WILL BE ACTIVATED BY A NUMERIC CODE, A DEDICATED OVERRIDE CODE WILL BE PROVIDED TO MHPD TO BE ADDED TO THE COMPUTER AIDED DISPATCH (CAD) SYSTEM. A DIFFERENT SOLUTION MAY BE NEEDED IF A DIFFERENT TYPE OF GATE IS USED.
15. MAXIMUM ALLOWED NEW DOCKS FOR THIS DEVELOPMENT BASED ON CURRENT PROPOSED SHORELINE PRESERVATION IS 142. PETITIONER AGREES TO CONSTRUCT NOT MORE THAN 100 SLIPS WITHIN THE COMMON DOCK FACILITY. UP TO 42 WATERFRONT HOMES WILL ALSO BE ELIGIBLE TO APPLY FOR THEIR OWN DOCK. ALL DOCKS AND SLIPS ARE SUBJECT TO THE APPROVAL OF DUKE LAKE MANAGEMENT AND FERC.
16. FOR THE PORTION OF POTENTIAL GATED COMMUNITY, PETITIONER AND/OR H.O.A. WILL WORK WITH THE FIRE DEPARTMENT REGARDING AN APPROVABLE EMERGENCY ACCESS MEDIUM TO ALLOW FOR RESPONDING VEHICLES TO GAIN ENTRY TO THE GATED AREAS.
17. PER LAND DEVELOPMENT GUIDELINES, THE FINAL ASPHALT SURFACE SHALL NOT BE PLACED FOR STREETS THAT WILL BE USED TO ACCESS FUTURE PHASES OF THE DEVELOPMENT.
18. ANY TECHNICAL ISSUES NOT ADDRESSED WITH THE ZONING SITE PLAN SHALL BE SUBJECT TO CONSTRUCTION DOCUMENT APPROVAL AND COMPLIANCE WITH THE CITY'S SUBDIVISION AND LAND DEVELOPMENT STANDARDS.
19. THE PETITIONER REQUESTS THE FOLLOWING:
   A. THE ABILITY TO INCLUDE A SIT DOWN RESTAURANT, SHORT-TERM STAY BED & BREAKFAST FACILITY AND SPA/SALON WITHIN THE AMENITIES AREA OF THE COMMUNITY, AT THE THREE (3) MAIN AMENITIES AREAS (+/- 13.0 ACRES).
   B. THE ABILITY TO INCLUDE A BANK ATM KIOSK WITHIN THE AMENITIES AREA OF THE COMMUNITY.
   C. THE ABILITY TO GATE UP TO 15% OF THE LOTS WITHIN THE COMMUNITY AND BUILD THOSE ROADS AS PRIVATELY OWNED AND MAINTAINED ROADS, AS SHOWN ON PLAN.
   D. THE ABILITY TO OBTAIN A RIGHT-OF-WAY ENCROACHMENT ON PUBLIC ROADS DEDICATED TO THE CITY OF MT. HOLLY FOR AN INFORMATION HOUSE THAT RESEMBLES A GATE HOUSE (WITH NO GATE) AT THE TWO MAIN ENTRANCES ON HORSESHOE BEND BEACH ROAD.
   E. THE ABILITY TO BUILD A FENCED, PAVED (ASPHALT ETC.) BOAT/RV STORAGE FACILITY(IES) ON THE PROPERTY, AS SHOWN ON PLAN. SCREENING/LANDSCAPING SHALL BE IN ACCORDANCE WITH ARTICLE 10 OF THE ZONING ORDINANCE.
   F. THE ABILITY TO REQUEST A "MODIFICATION" FOR THE REQUIRED 5' SIDEWALK ALONG A PORTION OF THE PROJECT FRONTAGE, AS SHOWN ON PLAN.
20. THE PETITIONER REQUESTS A TECHNICAL WAIVER ON THE MINIMUM CENTERLINE RADIUS (150' MINIMUM TO BE USED), "K" SAG DESIGN VALUE (30 MINIMUM TO BE USED), AND GRADES (5% MAXIMUM FOR THE FIRST 100' FROM THE STOPPING CONDITION INTERSECTION TO BE USED) FOR THE COLLECTOR ROADS WITHIN THE SUBDIVISION.

ANNEXATION & REZONING PLAN
MT HOLLY CASE #: XXX

IMAGERY
ON MTN ISLAND
MT. HOLLY, GASTON COUNTY, NORTH CAROLINA
FOR
LENNAR

PETITIONER:
LENNAR CAROLINAS, LLC
ADDRESS: 11230 CARMEL COMMONS BLVD
CHARLOTTE, NC
ATTN: MR. DAVID NELSON
EMAIL: DAVID.NELSON@LENNAR.COM
PHONE: 704-309-3268

DPR landscape architecture civil engineering planning
DPR Associates, Inc. • 420 Hawthorne Lane • Charlotte, NC 28204
phone 704. 332. 1204 • fax 704. 332. 1210 • www.dprassociates.net

Date 10-14-16 REV 1: 12-22-16 REV 2: 2-0-17 REV 3: 2-27-17
Project Number 13007

Scale: 1" = 200'
0 200 400 800

Sheet Number SK-1
Sheet 1 of 1

########################## / 13007

RESOLUTION ADOPTING A STATEMENT OF CONSISTENCY REGARDING A PROPOSED ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF MOUNT HOLLY

WHEREAS, pursuant to N.C. Gen. Stat. § 153A-341, prior to adopting or rejecting a zoning amendment, the governing board is required to adopt a statement as to whether the amendment is consistent with the comprehensive land use plan;

WHEREAS, the City Planning Commission has reviewed a proposed Zoning Map amendment, the Zoning Map amendment would be to reflect the Conditional District Zoning of Gaston County Parcel ID #'s 220248, 220247, 202002, 202000, 202180, 208655, 208656 and 202179;

WHEREAS, based on a review of the proposed amendment the Planning Commission found that the proposed amendment is consistent with the Mount Holly Comprehensive Land Use Plan and further recommended that the City Council adopt the proposed amendment; and

WHEREAS, this Council has reviewed and considered the above written recommendation of the Planning Commission and has held a public hearing on the proposed amendment, and this Council has determined that the proposed amendment is consistent with the Mount Holly Comprehensive Land Use Plan.

Adopted this ____ day of _______, 2017.

ATTEST: MOUNT HOLLY CITY COUNCIL

Amy Miller, City Clerk

Bryan Hough, Mayor

City of Mount Holly
Action Agenda Item

To: City Council	**Date:** June 21, 2017
From: Greg Beal, Planning Director	**Meeting Date:** June 26, 2017

Agenda Item to be considered: **Consideration and Approval of a Budget Amendment for Fund Balance Appropriation to Contingency for the Greenway Project**

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

Background/Purpose of Request: **On June 1st, the Greenway Committee, comprised of City staff, which includes Danny Jackson, Miles Braswell, Africa Otis, Becky Conder, Dave Johnson, Derek Dixon, Mark Jusko, Jonathan Wilson, Brian DuPont and Greg Beal, held a payment process meeting with the construction contractor, Eagle Wood, Inc., and SEPI Engineering & Construction, the CEI firm overseeing the greenway project. As you know, at the March 27th work session, City Council approved budget amendments to allocate 1) funds for the low bid for construction, as it was higher than the original grant funding; 2) funds to cover up to 15% of the grant for NCDOT inspections and review; and finally, 3) funds to account for SEPI's proposal for Construction, Engineering and Inspection Services to oversee the project through the established Federal requirements. We did not include contingency for the greenway project, as the project was over the original engineer's estimate. Furthermore, the contractor expects to save on certain line items. However, at the payment process meeting, the lack of contingency caused concern among the group for a couple of reasons.**

The main concern of the lack of contingency can best be relayed by the following: If an issue arises in the field, and an adjustment has to be made that is not included in the contract, the CEI firm, SEPI Engineering & Construction, would first identify the issue and the contractor would come up with a cost proposal to be approved by the Greenway Committee. Without contingency, we would have to take a budget amendment to City Council for approval for even the smallest of costs. For example, poor soil in a section could be discovered, which requires that more stone be added to the area to insure that the greenway asphalt has a solid base. If the contractor was onsite in the midst of paving, any delay between the time it took to have a budget amendment approved by City Council, perhaps two weeks in-between scheduled meetings, more-than-likely would cause a stoppage of work, which would require that the City pay hourly rates and equipment rental charges during this stoppage until work resumes on the project. This would lead to unforeseen costs, without any work to show for it, in the absence of contingency funds.

Fiscal Impact:

Will Item affect current budget	☐ YES	☐ NO	☐ N/A
Reviewed by Finance Director	☒ YES	☐ NO	☐ N/A
Preaudit Certification required	☐ YES	☐ NO	☐ N/A
Capital Project Ordinance required	☒ YES	☐ NO	☐ N/A
Budget Transfer required	☒ YES	☐ NO	☐ N/A
Total City Dollars:	$ 125,273.27		
Budget Code from Fund Balance	Greenway Project		
Reviewed by City Attorney	☐ YES	☐ NO	☒ N/A

Finance Officer Africa Otis may relay additional information under the Capital Project Budget Ordinance.

City of Mount Holly
Action Agenda Item

To: City Council	**Date:** 6/26/17
From: Africa Otis	**Meeting Date:** 6/26/17

***Agenda Item to be considered:* <u>Approval of Capital Project Ordinance</u>**

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

Background/Purpose of Request: To establish a capital project ordinance pursuant to section 13.2 of Chapter 159 of the General Statutes of North Carolina; for the construction of the River Front Greenway.

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
E-Verify Compliance Statement required	☐ YES	☒ NO	☐ N/A
Capital Project Ordinance required	☒ YES	☐ NO	☐ N/A
Budget Amendment/Transfer required	☐ YES	☒ NO	☐ N/A
Total City Dollars:	*$1,597,368*		
Budget Code	***41-XX-XXXX-XXX***		
Reviewed by City Attorney	☐ YES	☐ NO	☒ N/A

Manager/Staff Recommendation:

<u>Approve Capital Project Ordinance</u>

Result of City Council Decision:

Attachments:

1. Capital Project Ordinance River Front Greenway

CAPITAL PROJECT ORDINANCE FOR THE MOUNT HOLLY RIVER FRONT GREENWAY PROJECT

BE IT ORDAINED by the Governing Board of the City of Mount Holly, North Carolina, that, pursuant to Section 13.2 of Chapter 159 of the General Statues of North Carolina, the following capital project ordinance is hereby adopted:

Section 1. The project authorized is for the Public Works, Garage and Maintenance Facilities. The project will be funded through installment financing.

Section 2. The officers of this unit are hereby directed to proceed with the capital project within the terms of the grants and or budget contained herein.

Section 3. The following amounts are appropriated for the project:

Construction	$1,252,733
Inspection/Review	120,000
Professional Services	99,362
Contingency	125,273
TOTAL	**$1,597,368**

Section 4. The following revenues are anticipated to be available to complete this project:

Grant Proceeds NCDOT	$800,000
Grant Proceeds County	80,000
General Fund Balance	717,368
TOTAL	**$1,597,368**

Section 5. The Finance Officer is hereby directed to maintain within the capital project ordinance sufficient specific detailed accounting records to satisfy all financial reporting requirements.

Section 6. Copies of this capital project ordinance shall be furnished to the Finance Officer for direction in carrying out this project.

THIS ORDINANCE ADOPTED THIS THE 26TH DAY OF JUNE 2017.

Bryan Hough, Mayor
City of Mount Holly

ATTEST:

Amy Miller, CMC
City Clerk