Holly Springs Town Council
7:00 PM **Tuesday, September 16, 2025**
Regular Meeting
Holly Springs Town Hall Council Chambers
128 S. Main Street, 2nd Floor

Agenda

1. Call to Order
2. Pledge of Allegiance
3. Invocation
4. Adjustment and approval of September 16, 2025 meeting agenda

RECOGNITIONS

5. U.S. Navy 250th Anniversary
6. The Great Trails State Day Proclamation

REQUESTS AND COMMUNICATIONS

7. Yard Waste - Upcoming Leaf Season

CONSENT AGENDA

8. August 19, 2025 and September 2, 2025 Town Council Meetings, and August 26, 2025 Holly Springs / Cary Joint Meeting Minutes
9. Guaranteed Maximum Price (GMP) Contract Amendment #4 for the Upfit of Additional Areas at the Operations Campus Facilities
10. Acceptance of Arts for Towns Grant
11. Surplus of Firearm and Badge for Upcoming Police Department Retirement
12. Apex/Holly Springs/Cary Memorandum of Understanding for Regional Wastewater Engineering Studies
13. Duke Friendship Substation (Deer Path Rd.) Voluntary Annexation A25-07
14. 1317 N Main St. Commercial Tracts Development Plan Major Amendment (21-DP-02-A02)

PUBLIC HEARINGS

15. Duke Friendship Substation Rezoning (Deer Path Rd.) 25-REZ-04 - Legislative Public Hearing
16. Holly Springs Business Park PUD Amendment 01-PUD-03-A05 for Pine Springs Upper School - Legislative Public Hearing

NEW BUSINESS

17. Microtransit Service Contract
18. Avent Ferry Rd. Widening (Phase 2) - Design Contract

PUBLIC COMMENT PERIOD

Each speaker may speak up to 3 minutes, and the total comment period will be 30 minutes or less. Citizens should sign up with the Town Clerk to speak prior to the start of the meeting. Although the Council is interested in hearing your concerns, speakers should not expect Council action or deliberation on subject matter brought up during the Public Comment segment. Topics requiring further investigation will be referred to the appropriate town officials or staff and may be scheduled for a future agenda. Thank you for your consideration of the Town Council, staff, and other speakers.

OTHER BUSINESS

MANAGER'S REPORT

CLOSED SESSION

ADJOURNMENT

In accordance with ADA regulations please contact the Town Clerk's office at least 48 hours before the meeting to request an auxiliary aid or service needed to participate in this meeting:
linda.mckinney@hollyspringsnc.gov 919-557-3900

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 5.

Recognitions
Title: U.S. Navy 250th Anniversary
Strategic Priority Area: Vibrant Community
Staff Resource: Mayor Mayefskie

Action(s):
Issue Proclamation

Explanation:

- As the 250th anniversary of the United States approaches, various branches of the armed services are reaching major milestones.
- The United States Navy turns 250 on October 13, 2025.
- Navy veterans from American Legion Post 116 will be present to accept the proclamation.

Background:

- A resolution of the Continental Congress on October 13, 1775, established what is now the United States Navy.
- In 1972, Chief of Naval Operations, Admiral Elmo R. Zumwalt, authorized official recognition of October 13th as the birthday of the Navy.
- Since then, a Navy-wide celebration has been encouraged for October 13th.

Funding Source(s):
N/A

Attachment(s):
1. US Navy 250th Proclamation

Town of Holly Springs

A Proclamation By The Mayor

250th Anniversary of the U.S. Navy

WHEREAS, the United States Navy, was established by a Resolution of the Continental Congress on October 13, 1775 which directed the procurement of two armed vessels; and

WHEREAS, within a few days of that vote Congress established a Naval Committee; and,

WHEREAS, in 1972 Chief of Naval Operations Admiral Elmo R. Zumwalt authorized official recognition of October 13th as the birthday of the U.S. Navy; and,

WHEREAS, this year marks a significant milestone in the Navy's history, a time to honor its rich heritage and celebrate the contributions of its Sailors, past and present; and,

WHEREAS, North Carolinians have served in the U. S. Navy since its inception;

NOW, THEREFORE, I, Sean Mayefskie, Mayor of the Town of Holly Springs, North Carolina, do hereby proclaim October 13, 2025 as the

US Navy's 250th Anniversary

in the Town of Holly Springs and encourage all citizens to join in this celebration by honoring the Navy's legacy, supporting our veterans, and recognizing the invaluable service of our Sailors and their families.

Proclaimed this, the 16th day of September, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Town of Holly Springs, North Carolina to be affixed on this 16th day of September, 2025.

_____

Sean Mayefskie, Mayor

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 6.

Recognitions
Title: The Great Trails State Day Proclamation
Strategic Priority Area: Vibrant Community
Staff Resource: LeeAnn Plumer, Parks & Recreation

Action(s):
Proclaim October 18, 2025, as The Great Trails State Day in Holly Springs.

Explanation:

- This year marks the second annual recognition of Great Trails State Day in North Carolina. The North Carolina General Assembly has recognized the vast and diverse trail networks that span from the mountains to the coast by celebrating trails on the third Saturday in October.
- In support of the Great Trails State Day proclamation, Holly Springs offers over 20 miles of greenways and natural surface trails as healthy recreational spaces, safe transportation alternatives, and contributes to the quality of life.

Background:

- The inaugural Great Trails State Day was celebrated on October 21, 2023, as part of North Carolina's Year of the Trail.

Funding Source(s):
N/A

Attachment(s):
1. Great Trails Day 2025

Town of Holly Springs

A Proclamation By The Mayor

Great Trails State Day

WHEREAS, Holly Springs' natural beauty is critical to its residents' quality of life, health, and economic wellbeing; and

WHEREAS, the trails that span across our community are an integral part of the recreational and transportation possibilities of our area and promote an enjoyment of scenic beauty by our residents and our visitors; and

WHEREAS, the parks, greenways, trails, and natural areas in our community are welcoming to all and provide a common ground for people of all ages, abilities, and backgrounds to access our rich and diverse natural, cultural, and historic resources; and

WHEREAS, Holly Springs' nature trails vary from paved greenways to natural surface, scenic pathways; and

WHEREAS, trails offer quality-of-life benefits to all as expressions of local community character and pride, as ourdoor workshops for science education, as tools for economic transportation, and as sites for social and cultural events; and

WHEREAS, the North Carolina General Assembly designated the third Saturday in October as Great Trails State Day in North Carolina to promote and celebrate the state's extensive network of trails that showcase our state's beauty, vibrancy, and culture; and

WHEREAS, North Carolina is known as the "Great Trails State"; and

WHEREAS, Bass Lake Park will host numerous opportunities for guided hikes this fall and specifically on Friday, October 17th to celebrate Great Trail State Day;

NOW THEREFORE, I, Sean Mayefskie, Mayor of the Town of Holly Springs, North Carolina, do hereby proclaim October 18, 2025 as

Great Trails State Day

in the Town of Holly Springs, and commend its observance to all people; and further, I urge all citizens to explore our 20 plus miles of greenways and trails in Holly Springs on this day and join other communities across North Carolina in celebrating trails on October 18th.

Proclaimed this, the 16th day of September, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Town of Holly Springs, North Carolina to be affixed on this 16th day of September, 2025.

_____

Sean Mayefskie, Mayor

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 7.

Requests & Communications
Title: Yard Waste - Upcoming Leaf Season
Strategic Priority Area: Vibrant Community
Staff Resource: Freddie Rodriguez, Solid Waste Manager, Paige Scott, Director, Public Works

Action(s):
Receive information on upcoming leaf season collection plans and preparation.

Explanation:

- Staff will share essentials of the Town's upcoming fee-free yard waste sweep, upcoming leaf season collection and changes to the holiday collection schedule for yard waste carts. In addition, staff will provide an update on recent feedback and highlight steps being taken to further enhance service delivery.
- As part of the fall fee-free collection from October 13–17, residents should place their yard waste debris at the curb on the Sunday before the collection week. Staff will collect the debris across town starting Monday, October 13.
- Leaf Season collection kicks off the week of October 27.
    - Leaves will only be collected by vacuum trucks by Zone approximately every four weeks.
    - Yard waste carts will continue to be serviced during leaf season for other types of yard waste.
    - Residents will still be able to request excessive load collection for limbs and branches that do not fit in the yard waste carts and cannot be collected by a vacuum truck.
    - The yard waste convenience center is open 7 days, 7 a.m. to 3 p.m. except for holidays.
- Public communications efforts for the upcoming leaf season have been ongoing and started in early summer and will run through November.

Background:

- The upcoming leaf season starts the week of October 27, 2025, and runs through February 2026.
- The Town implemented yard waste carts on March 4, 2024, which are collected bi-weekly.
- The Town's yard waste convenience center opened on September 13, 2023.

Funding Source(s):
N/A

Attachment(s):

None

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 8.

Consent Agenda
Title: August 19, 2025 and September 2, 2025 Town Council Meetings, and August 26, 2025 Holly Springs / Cary Joint Meeting Minutes
Strategic Priority Area: Organizational Excellence
Staff Resource: Linda McKinney, Town Clerk

Action(s):
Approve the minutes of the August 19, 2025 and September 2, 2025 Town Council Meetings and the August 26th Joint Meeting with the Town of Cary.

Explanation:

- Minutes in draft form are attached for the Council's review.
- If there are any corrections, please notify the Town Clerk in advance of Tuesday night's meeting so that corrected versions of the draft minutes can be circulated for review before adoption of the Consent Agenda.

Background:

Funding Source(s):
N/A

Attachment(s):
1. 8.19.25 minutes _ DRAFT
2. 8.26.25 Holly Springs and Cary Mayor and Council Joint Meeting - DRAFT
3. 9.2.25 minutes - DRAFT

MINUTES

The Holly Springs Town Council met in regular session on Tuesday, August 19, 2025. Mayor Mayefskie presided, calling the meeting to order at 7 p.m. A quorum was established as the Mayor and five Council members were present in the Chamber as the meeting opened.

Council Members Present: Mayor Sean Mayefskie, MPT Dan Berry, Council members Timothy Forrest, Danielle Hewetson, Chris Deshazor, and Annie Drees.

Council Members absent: none.

Planning Board Members Present: Josh Prizer

Staff Members Present in Chambers: Randy Harrington, *Town Manager*; Scott Chase, *Assistant Town Manager;* Daniel Weeks, *Assistant Town Manager,* John Schifano, *Town Attorney;* Kathy White, *Deputy Town Clerk* (recording the minutes); Kameron Womack and Jesse Dixon, *IT;* Corey Petersohn, Mary Beth Spoehr, *Budget and Sustainability;* Tamara Ward, *Communications and Marketing*; Chris Hills, *Director, Development Services;* Elizabeth Goodson, Sean Ryan, Grayson Taylor, Elliot Blonshine, Conor Ryan, *Development Services*; Kendra Parrish, *Executive Director of Utilities and Infrastructure;* Rachel Ingham, Kimberly Keyes, Sara Emig *Utilities & Infrastructure*; Tina Stroupe, *Finance Director;* Jay Osborne, *Assistant Town Attorney*; LeRoy Smith, *Fire Chief;* Irena Krstanovic*, Director, Economic Development;* Paige Scott, *Director, Public Works.*

2. and 3. The Pledge of Allegiance was recited followed by an invocation by Pastor William Ball.

4. Agenda Adjustment: The August 19, 2025 meeting agenda was adopted with changes, if any, as listed: none.

Motion: Berry
Second: Forrest
Vote: Unanimous

CONSENT AGENDA

The Council passed a motion to approve all items on the Consent Agenda. The motion carried following a motion by MPT Berry, a second by Council member Forrest and a unanimous vote. The following actions were affected:

5. June 17, 2025 Town Council Minutes and July 15, 2025 Town Council Meeting Minutes – The Council approved the minutes of the June 17, 2025 business meeting and the July 15, 2025 business meeting.

6. North Carolina Cooperative Liquid Assets Securities System (NC CLASS) Investment Program Participation – The Council Approve Resolution 25-33, Authorizing the Town to participate in the North Carolina Cooperative Liquid Assets Securities System and invest Town Funds to Pool for Investment.

A copy of Resolution 25-33 is attached to these minutes

7. Voluntary Annexation A25-02 3313 Avent Ferry Rd. (Village at Harris Lake formerly Ragan) – The Council adopted Resolution 25-35 directing the Town Clerk to investigate the sufficiency of annexation petition A25-02 and setting the public hearing for September 16, 2025.

A Copy of Resolution 25-35 is attached to these minutes.

8. Change Order for Architectural and Engineering Design Services and Commissioning for the Operations Campus – The Council approved the contract amendment with ADW Architects to increase the engineering design services fee by $110,440 and add Building Commissioning Services for $52,600, increasing ADW's Operation Campus contract by $163,150 and bringing the total contract amount to $3,321,150.

9. Wastewater Chemical Supplier Sole Sourcing – The Council approved Brenntag Mid-South Inc (Brenntag) as sole source for phosphorus removal chemicals, and approved contract with Brenntag Mid-South Inc. for the purchase of Sodium Alumniate

10. Management & Maintenance of Elevated Water Storage Tanks (25-008) – The Council approved a contract with Utility Service Group (USG) Water Solutions LLC for management and professional maintenance of the Town's elevated water storage tanks in the amount of $229,475,60.

11. Town Manager Contract Signature Approval for the purchase of two fire engines – The Council authorized the Town Manager to sign and approve contracts for the replacement of two Fire Department apparatus (vehicles #177 and #245) utilizing Sourcewell cooperative purchasing program contracts that are within the approved scope and project budgets approved by the Town Council.

PUBLIC HEARINGS

12. Village at Harris Lake (formerly Ragan) Major Subdivision 24-MAS-03 – Quasi Judicial Public Hearing

Grayson Taylor, Development Services, said the purpose of this item is to conduct a Quasi-Judicial Public Hearing and consider Resolution 25-27 to approve/deny or defer Village at Harris Lake Major Subdivision. This project was heard by the Planning Board at their July 22nd meeting, and a representative will be here tonight to go over the details of that meeting. He continued by explaining the location of the parcel, which is near Harris Lake, at the historic corner known as the Holleman Crossroads, and is across from the Samuel Bartley-Holleman House, which is on the National Historic Register, and across from Collins Grove Baptist Church and Cemetery. He explained the rezoning history, which was approved by the Town Council on August 24, 2024. Tonight, it's at the Major Subdivision stage, following approval, it would theoretically go to the Development Plan/Construction Drawing stage, both of which are administrative processes. He continued by explaining that what was approved was a rezoning to Neighborhood Mixed-Use Conditional Zoning District. The parcel would have a maximum of 279 units (or 5.27 dwelling units per acre), 115 attached dwellings, 164 Quadplexes. 32,000sf of Commercial Development was approved, 10,000sf of which is required prior to the 150th Certificate of Occupancy for a residential unit. This area is in park search area 7, which means a public park land dedication is required. Utility extension is required down Avent Ferry Road, as well as an asymmetrical widening of Avent Ferry Road, which would preserve the historic structures across the street. The parcel has three Future Land Use area designations: Natural Area, which is primarily not to be disturbed, Neighborhood Center, which is primarily commercial and used to provide residents with daily goods and services, and Mixed Residential Neighborhood, which provides a mix of housing options, usually centered around open space. The existing zoning is Neighborhood Mixed-Use/Conditional District, no other zoning changes have been made in this area since this approval.

Most of the other parcels are RR Rural Residential, with the exception of the BRT at the storage facility across the street.

Mr. Taylor explained the requirements of a Quasi-Judicial Decision, in that Council may only consider sworn testimony by fact witnesses, opinions by qualified experts and they must present evidence that standards in the ordinance are met. If the applicant presents sufficient evidence that the standards are met, the applicant is legally entitled to approval of the plan.

He gave some history on the Major Subdivision Plan, stating that they had neighborhood and Sketch Plan meetings in October of 2024; the first plan submittal and Developer Conference was in December 2024, and it went to the Land Use Advisory Committee to discuss rezoning in May of 2023. He continued by pointing out the project rezoning history, showing the commercial area, townhouses and quadplexes and the location for the public park and open spaces. On the southern portion of the parcel, there will be 164 Quadplex units on shared lots, a commercial parcel, which will be developed on a separate application which should come in administratively through staff. There will be pickleball courts, and a private pump station. Mr. Taylor then showed the various elevations of the attached dwellings, explaining that there would be three color schemes with no adjacency. They will be facing the Avent Ferry or Rex Road thoroughfares, internal streets or open space.

On the northern side of the parcel, there will be Townhomes, a public park, some on-street parking and a few small overflow parking lots. The townhomes will front the public streets or the open spaces. With this approval, there will also be an amenity center, including a 3,100sf clubhouse, community pool, seating plaza and a mail kiosk building.

There is a required public park dedication. It is currently a passive park space, with walking trails, open lawns and play areas. The applicant is working with staff on the next step of finalization. There will be a virtual public engagement meeting on October 1st, to allow the public to give some input on what they would like to have. This park does not require council approval, so it will be approved administratively, but Parks and Recreation and Development Services does envision bringing this back to council for discussion.

Elliot Blonshine, Development Services, said that proposed watermain extensions will be from the Lochridge Subdivision along Avent Ferry Road and Rex Road as well as throughout the site to serve the development. Adequate water pressure has been confirmed through a fire flow analysis. Sewer service is proposed to be provided via an on-site pump station and force main to discharge to the existing Avent Ferry pump station. Easement acquisition and construction associated with the force main route would be required as part of this development. The sewer study was completed as part of the rezoning process and concluded that the Avent Ferry pump station has sufficient capacity to serve this development. The rezoning was submitted prior to the adoption of the Water Resource Policy and is therefore not subject to the policy.

Mr. Blonshine continued by stating that per the Comprehensive Transportation Plan, road widening is required across the property frontages of Avent Ferry and Rex Road. It's required to meet one half of the ultimate cross section. Both Avent Ferry and Rex Road are T4 cross sections, which are four lane, median divided roads. The developer is proposing two driveway accesses along Avent Ferry Road and two along Rex Road. The project will construct internal public streets. These are C-2B cross sections, which is a two-lane collector street with parallel on-street parking on one side. There are various other private alleys and vehicular drives throughout the site, serving the individual lots. In addition, there is a proposed traffic signal at the intersection of Rex Road and Avent Ferry Road. He showed an image of the existing conditions along Avent Ferry Road, saying we have Collins Grove Baptist Church and their cemetery, and then the Samuel Bartley-Holleman House on the corner, which

is an historical structure. A typical, symmetrical widening along Avent Ferry Road would impact those historical structures. These structures are relatively close to the road, so the applicant provided a design to widen Avent Ferry Road and minimize impacts to the historic sites. The widening is asymmetrical to avoid these. Mr. Blonshine continued by explaining how the paving in front of the Collins Grove Church and cemetery is not changing. All of the widening is occurring south of that. There is a "notch" referred to in the Development Agreement that is owned by the church. The applicants are planning to construct the required improvements across this parcel for the continuity of the required widening and the sidepath. Obtaining this area will be required prior to construction drawing approval. The western site access restricts the left-out movement; it allows a left turn into the development. The eastern site access allows full movement, and they're constructing a dedicated left turn lane and a 10-foot sidepath along Avent Ferry Road.

On Rex Road, the widening is symmetrical and will include a median and the required two lanes on the project side of the road, which will be a full-movement with the left turn lane constructed. On the other site access, it is right in, right out. They're continuing the sidepath from Avent Ferry Road down Rex Road. The Traffic Impact Analysis and associated mitigation agreement was completed and approved with the rezoning petition, and a traffic verification memo is provided with this Major Subdivision Plan to ensure consistency with the TIA.

Mr. Taylor gave the Staff Analysis, stating the proposed Major Subdivision Plan meets all the requirements of the approved Ragan Mixed-Use Zoning, and meets all the requirements of the Town's Unified Development Ordinance, therefore, staff's recommendation is approval.

Planning Board representative Josh Prizer said the Planning Board approved the plan unanimously, but said they did have questions about emergency response, preservation of the historic structures, traffic and the housing options. All questions were answered to their satisfaction. They felt it is a good and beneficial project.

Mayor Mayefskie asked if there were any questions from the Council.

Council member Drees asked for clarification on an exit off of Rex Road and was told it was a private driveway.

Mayor Mayefskie opened the public hearing, and the following sworn testimony was received:

Neil Ghosh, Morning Star Law Group, said he was speaking on behalf of Green Hawk Corporation. He said joining him on behalf of Green Hawk is Jeremy Medlin, and in support of the case is Laura Holloman and John Martin with McAdams and Kevin Dean with Kimley Horn. He reviewed the proposed plan, giving the location, the zoning and concept plan. He believes the plan is consistent with the Comprehensive Plan and UDO. The Land Use and development intensity will not have significant adverse impact on the existing property owners. The second item is that the proposed project provides sufficient land dedicated for public park space or an equivalent fee in lieu. The third item, the proposed layout of streets, lots, utilities, water metering and public improvements and their relation to the topography of the land reflect a design which can be economically served by the Town with the public services that use and future development of adjacent properties. The fourth finding is that the proposed building or site design enhances the public realm, maximizes natural surveillance and visibility, facilitates pedestrian access and circulation and reinforces town character. And the final finding is that the design of the project furthers the goals and policies of the Comprehensive Plan. The evidence which will be submitted this evening will establish clearly that the applicant has complied with all the requirements of the UDO, as staff has mentioned, and therefore, that the development plan should be approved.

Mr. Ghosh then introduced Laura Holloman, McAdams Co., who was the lead planner on this case. She gave her credentials as an expert witness. She described the various items such as utilities, streets, greenspaces and parks that will not change. She continued by discussing parking, and that all of the dwellings have adequate parking and off-street parking. She says they are meeting the comprehensive plan by making sure they build the commercial prior to building the residential. They also have to have more than one housing type, and so they're offering quadplexes as well as rear loading attached dwellings. They are also protecting the wetlands, as required.

Ms. Holloman showed the proposed site plan, noting the road improvements and 10' sidepaths. They are having active conversations with the church to talk about the notch as staff called it. The pump station has been pulled back as much as they could as part of the rezoning process. They've incorporated opaque landscaping and fencing. It has now been finalized. Although the pump station is sized for this development, it will have adequate land area to account for future upgrades. They are also installing a 6-foot wooden privacy fence along Mr. Mitchell's parcel, which was a condition of the rezoning. She stated that they've had several conversations with both Planning and Parks and Rec about the public park and the development team are excited to work with them to enter a public engagement process and then bring that back before the Town Council, hopefully by the end of the year to get final feedback. She stated that the development team has touched on the overall density, but she doesn't think she's put it plainly to the Town Council that the number of units in the proposed subdivision plan is exactly the number of the approved zoning. She stated that the developer is allowed a maximum of 279 total units, and that's what they have proposed tonight. She stated that 0 nothing has changed. She stated that there are no smoke and mirrors that were in the zoning that aren't here. She stated that this meets exactly what was approved as part of the rezoning process, and that is exactly how this should happen.

Council member Drees asked if the 6-foot privacy fence will be installed as was discussed as part of the rezoning, and if there will be additional parking for the park. Ms. Holloman said there will be off street parking for the park that comes off the cul-de-sac. She stated that this is something that staff reiterated that needed to be incorporated.

Council member Deshazor asked about the traffic light pole, and whether it would be wooden or metal with a mast arm. Ms. Holloman said the development team is trying to make that an additional request for consideration tonight. Randy Harrington, Town Manager, explained that the plan in front of you does accommodate the steel pole, and that he believes it's for the stop light. However, Ms. Holloman continued that the development team has researched alternative ways to establish that, and later on, Mr. Kevin Dean will be giving some more testimony about that item specifically. Mr. Blonshine stated that the staff report may have erroneously stated wooden poles, and he apologized for that, stating it was not meant to be in there that may have misled the Town Council.

John Martin, Project Manager, is the site engineer. He gave his credentials as a traffic engineer. He showed the buffers of the project and the connectivity for pedestrians. He also said the proposed park will have access off of Avent Ferry. He spoke about the open spaces and preservation of wetlands, the locations of the stormwater features. The final piece he spoke about is the proposed park, saying they're working with the town's Park & Rec staff and other staff members on the park and parking for the park. He stated that he thinks the development of this project furthers the goals and policies to the Comprehensive Plan and adheres to the Unified Development Ordinance. Mr. Martin continued that there will be continued design that goes through this, and we will continue to coordinate with Mr. Blonshine and his staff to ensure that this meets all of the requirements and gives you all the access the town needs in the future.

Kevin Dean, Traffic Engineer with Kimley Horn, gave his credentials as an expert witness. He stated he was part of the Traffic impact analysis during the rezoning process, consistent with town and NCDOT standards. He stated that the study was reviewed and approved by both the town and NCDOT. He stated that the study identified a number of improvements that were required of the development, in addition to already required frontage widening along Avent Ferry and Rex Road, the project will be providing a right turn lane from Avent Ferry Road onto northbound New Hill Holleman Road, and then in the opposite direction, a southbound left turn land from New Hill Holleman Road onto Avent Ferry Road. Mr. Dean stated that the developer will be required to install a traffic signal at that intersection, which today is just an all way stop. He stated that the analysis that the town and NCDOT reviews confirm that those improvements were sufficient to mitigate their project impacts, in addition to the already required frontage widening. He made the following statements:

- That also, as town staff has discussed, their project is absorbing the entire four lane intersection in their direction. So instead of doing symmetrical widening that would one day require widening towards the cemetery and the church on the north side of Avent Ferry Road, all that widening is proposed to come towards their site.
- So, not only is it an impact on developable area, but also the cost of making more improvements than might otherwise be required. It is his professional opinion that this project sufficiently mitigates their traffic impacts.

Mr. Dean presented a graphic which showed three different configurations for a signal installation; one being a metal string pole configuration, where the poles would be located in the southeast and northwest quadrants on the intersection. Mr. Dean made the following statement regarding the traffic signal:

- That he believes that a metal strain pole configuration would be appropriate in this location, because if installed on day one, those poles would never need to be moved if the road were ever widened to meet the ultimate section along new Hill Holleman Road or Rex Road. He stated that the next alternative would be the standard condition with metal mast arms. These poles would also be in the southeast and northwest quadrants on that intersection. Those would be relatively large mast arms. Mast arms installed today would need to be moved in the future if New Hill Holleman Road or Rex Road were ever widened to the town's four lane section.
- Our project is not required or proposing to perform widening on the opposite side of Rex Road. Dean stated that they are doing our half of the frontage widening along Rex Road. We [development team] are adding a left turn lane on New Hill Holleman Road. But they are not proposing to complete the section on the opposite side, so it would require a future project to come in and do that. But if mast arm signal poles were installed today, those would have to moved, and the standard design would result in needing four signal poles.
- While there would still be metal poles in the southeast and northwest quadrants of the intersection, what that would require is that they add, or a future project add a metal mast arm pole in front of the Bartly Holleman house and a metal mast arm pole in front of the red barn in the southwest corner.
- In our opinion, we are not suggesting this as a requirement of an approval, but wanted to bring this for consideration, because they believe the string pole configuration is appropriate long term. It is more cost efficient because it doesn't require removing and reinstalling signal poles, and from an esthetic perspective, not having signal poles in front of the Bartley Holleman house or the barn in the opposite corner is important.

Mayor Pro Tem Berry asked why the mast arm pole would need to be moved, and not the string pole? Mr. Dean explained how the string configuration would be easier to update. Council member Drees asked how large the mast arms would be and was told that they would extend 3-4 lanes. Mr. Dean stated that the string configuration is more "nimble" for upgrades down the road. Mayor Pro Tem Berry asked if the string pole configuration is significantly cheaper? Mr. Dean said yes, in terms of the pulse to this development string pole is cheaper than mast arm. Mr. Dean also stated that for whatever project was ultimately required in the future to move those poles, that would be an added cost to that project that wouldn't necessarily be the case if string poles were installed today. Mayor Mayefskie asked for more clarification on what they are asking for now versus what might have to be done in the future.

Mr. Ghosh asked Mr. Dean if the steel poles are part of this proposed project. Mr. Dean said yes. Mr. Ghosh continued to ask the witness "Do the steel poles impact this historic property?" Mr. Dean said they do not. Mr. Ghosh stated that none of these questions are part of the findings of fact, they are just options being considered. He then stated that the burden lies with the developer, and they believe they have met the criteria on all findings.

Mayor Mayefskie explained how quasi-judicial hearings work and invited those who signed up to come give their testimony.

The following people offered sworn testimony:

Roger Pasteur – 70 Hermitage in Moncure. He thanked the council for acknowledging the church and cemetery as historic. He stated that he and his wife purchased and gifted half of the land to the church because they knew the church didn't have adequate land for parking, etc. They have plots in the cemetery. He stated that the church owns property across the street. They are not seeking to sell this land, but Green Hawk is interested in acquiring the land as a requirement for them to complete their multi-million dollar project. Mr. Pasteur stated that the developer's interest is only in purchasing the property to make a profit. Mr. Pasteur stated today that the church received an offer of $7,500 for 4/10ths of an acre of the church's land, which Mr. Pasteur finds quite insulting. He's also seeking clarification that according to the construction plans, if you are leaving Holleman Crossroads heading toward Holly Springs, you will not be able to turn left into the church. If that is the case, there are no turnarounds. He doesn't see how this will occur, unless you're pulling into residential or community driveways to do a turnaround.

Fran Hudson – 5524 Rex Road, said she wanted documents entered as an exhibit to the meeting. She gave notices to Council members Deshazor, Hewetson and Forrest, stating they violated her rights at the zoning meeting. She stated the Town Charter prohibits violating the people's rights. She stated to the council that developers cannot develop property they don't own. She stated that the main object of government is the protection and preservation of personal rights, private property and public liberties upholding the law of God. She stated that the development can't go forward, and the zoning should have never gone forward, because the town council all were in deliberation with these people that want to develop this property a year before the zoning hearing. She stated that we didn't even have a chance to say anything until a year later, when they had everything planned out.

Jeremy Hudson, 5524 Rex Road said he feels this is a very fascinating process. He stated to the town council that the process is being conducted without the public being allowed to speak in opposition. He stated he has not been given the records he requested pertaining to this development and now is unable to give his arguments without having the facts. He stated that the town has a history of not following laws or statutes, with two class action suits against the town, costing the town thousands of dollars. He feels the UDO is vague. He stated that constructing a development that will

add 500-800 people in an area that currently holds less than 10% of that is illegal. He feels that the light, noise and odor pollution and increased traffic will ruin his enjoyment of life and liberty. He believes that if this development is approved, it is in violation of his rights, because Rex Road will eventually have to be widened. He stated "they" will essentially take his property, offering a pittance for a half an acre of frontage.

TJ Parker, 3525 Bartley Holleman Road, stated that she owns the red barn being discussed. She asks how this development has seemingly already been approved. She said that a tree study has not been conducted, and "they" are not protecting the 100-year old trees in that area. She believes the council didn't receive all of the facts about the trees prior to rezoning. She stated that the whole buffer has hundreds of giant pines that would be clear cut. She also said she has only had one phone call and one face to face meeting with the developers, which she finds egregious, considering how this development will negatively impact her property and her livelihood.

William Mitchell, 3309 Avent Ferry Road, said he will be addressing sections of the UDO. He said this development violates eight sections. He spoke about fire protection. He stated that Wake County advised that this area be developed very lightly due to the nuclear plant, due to safety concerns. He continued by addressing traffic concerns and overcrowding. He then stated that this development isn't compatible with the area at all. He said some of the items presented tonight had not been shown to him until now. Mr. Mitchell claims this development will impact him. His house is 75 feet away. He stated the Developer will take part of his land, and that has never been addressed by him or Green Hawk.

Alan Jones, 3128 Avent Ferry Road, says he's one of the few long-term farmers on the road. He owns 50 acres on both sides of the road, so to get water to the development and take sewage back to the pumping station, his property would have to be crossed. He has contacted NCDOT and was told that the rights-of-way goes back to the 1700's, but now they don't have records that show 60' ROW. He says he's not trying to stop the development, but he wants it done legally. He stated that the water lines will go through his trees. If they widen Rex Road, he will lose a ton more acreage. He has issues for his right to hunt on his own property. He has questions that haven't been answered and hasn't been allowed to ask the questions he wants to ask.

There being no further testimony, Mayor Mayefskie closed the public hearing.

Council member Drees asked if the pump station will be a regional or regular pump station. Mr. Blonshine said the Comprehensive Plan states that this area is considered a regional pump station area. Mr. Blonshine continued that this development is proposing a smaller pump station, but it will not be built to its full size and will incrementally be upgraded as needed. Council member Drees also asked for clarification on the impact on the church, how will they be able to turn right out of their driveway. Mr. Blonshine said with the median, it would make it difficult to turn left out of their lot. They don't align, and they will need to work with the developer because both of their exits will be blocked by the median.

Council member Hewetson asked if there's a turnaround and was informed there was none by Mr. Blonshine, who also stated that the town staff will need to work with the developer to come up with a solution to this issue. She asked for clarification on where the water lines will be, in relation to rights-of-way for the property owners. Mr. Blonshine said they would have to purchase easements if there is something other than roadways being installed. She asked if those would be purchased by the Developer? Mr. Blonshine said yes. There is a maintenance and access agreement, but not an actual right-of-way.

Council member Forrest said a CO can't be issued until the land is acquired. Mr. Blonshine said that the easements would have to be purchased and determined. Council member Forrest then asked John Schifano, Town Attorney, how this affects the Quasi-Judicial process. Mr. Schifano explained how the utility easement process works. He stated that property owners don't get paid every time a utility company comes in to lay a new line, or a new pole goes vertical. The courts have said long ago, there's no more property rights in that right-of-way. He stated that it's all for the public good, and that's how we all get water. Mr. Schifano continued stating that whether or not they need to get utility easements, they can't get that without council doing the work here today. He stated that town staff will ensure that the rights to put our public utilities are in the correct location, and if there is not sufficient public right-of-way, the developers would have to acquire easements. Mr. Schifano stated that it's probably going to be an issue for the developer to overcome. Mr. Schifano stated that in the event there is not sufficient public right-of-way, the developers won't get construction drawing approval.

Council member Forrest followed by asking if this information about presence or absence of sufficient easements for utilities is considered a finding. Mr. Schifano said it is not. It's something that is done at construction drawing approval. He stated that what the town council must do is make sure that the project meets UDO standards, based on the evidence heard tonight.

Mayor Pro Tem Berry said the UDO asked us to find five facts. He stated the first criteria is that land uses and development intensity of the proposed project will not have significant adverse impacts on adjacent properties, and are consistent with the character of the zoning district. He proposed a finding that there will be adverse impacts on adjacent property owners, because the density in the zoning district is injurious to the surrounding property owners who have parcels of much less density. He continued that criteria Three is that the proposed layout of streets, lots, utilities, water metering and public improvements and their relation to the topography of the land reflected design which can be economically served by the town with public services and facilitates the use and future development of adjacent properties. Mayor Pro Tem Berry stated that there was a consent agenda item that was an annexation petition for this same parcel, and the Fire Department cited a risk in response times to this location until the Town's station at Rex Road comes online at some point in the future. Mayor Pro Tem Berry stated that this could provide public safety to the residents of this new neighborhood, but importantly, also those who are already in the vicinity that require our services. He stated that this Master Plan all but requires additional taxpayer investment in a substation to more adequately serve this development. He stated that criteria number Five is the design of the project furthers the goals and policies of the Comprehensive Plan. Mayor Pro Tem Berry continued that the Comprehensive Plan calls for preservation of natural area in this location. He stated that a gross density of over five units per acre does not achieve that. He stated that these are just some additional facts in the research that he did for this, that he thought were applicable to the criteria that Council is asked to investigate.

Mayor Mayefkie asked if there were any additional questions or comments and called for a motion. Mr. Schifano stated that the board will need to vote on Mayor Pro Tem Berry's findings.

Council member Forrest said he seconds Mayor Pro Tem Berry's finding of facts, adopting them. Mayor Mayefskie called for a vote:

All in favor of accepting Mayor Pro Tem Berry's finding of facts: Aye
Any opposed: Nay
The motion passed unanimously

Mr. Schifano asked, just to be clear, the council is not going to vote any of the packet findings. Mayor Mayefskie said that is correct, and that is what we just voted on, is that accurate? Council

member Forrest said that is the way he sees it. There was no motion by the town council to adopted the proposed findings contained in the agenda packet.

Action: Motion to adopt Resolution 25-37 to make and accept the Findings of Fact presented by Mayor Pro Tem Berry for consideration of and to deny the Major Subdivision Plan for Village at Harris Lake Major Subdivision 24-MAS-03.

Motion: Forrest
Second: Berry
Vote: unanimous
A copy of Resolution 25-37 is attached to these minutes.

13. 1936 Ralph Stephens Road Development Plan 25-DP-02 – Quasi Judicial Public Hearing

Conor Ryan, Development Services said this was a request for a development plan. He gave a history of the project. The area is zoned Community Business District. He showed the site plan, saying it meets all the requirements of the UDO and master plan.

Elliot Blonshine, Development Services, said the project has direct access to water. Fire flow test was conducted and shown to have adequate flow. Sewer Test shows that there is adequate flow. It is subject to the water utility plan as priority level 1 at 3,200 gallons per day. He gave a transportation analysis, stating no road widening is required. Staff requested that the applicant consider the installation of sidewalk across the property frontage, to which they have agreed and have shown with their development plan. Staff also requested a sidewalk be extended to the intersection of Ralph Stephens Road and Main Street to the west, however the applicant respectfully declined. The traffic verification memo was provided with this development plan to ensure consistency with the previously approved Traffic Impact Analysis. He gave some history of the memo and project, stating that in 2017, the TIA did recommend an eastbound right turn lane on Ralph Stephens Road at the sites right-in/right-out access. Due to the lower trip generation of the long-term care facility compared to previous trip generation assumptions, the verification memo concluded that the turn lane is not warranted for the development of this parcel. The right turn lane will be required to be constructed with the development of the remaining parcel, however, there are no additional improvements associated with this development. All other recommended improvements from the 2017 TIA have been constructed. Also, there is space available along Ralph Stephens Road at the time when widening does occur

Mr. Ryan gave the staff analysis and recommendation, stating that the Development Plan meets the goals and requirements of the UDO, Comprehensive Plan and Southern Crossroads Master Plan. Staff recommends approval of the project.

Josh Prizer, Planning Board Representative, said that Planning Board voted to approve 9 – 0. There wasn't much discussion, they just asked for clarification on the right turn lane. Generally, the planning board felt this was a good project.

Mayor Mayefskie opened the public hearing, and the following sworn testimony was received:

Chris Bostik, Kimley Horn, said this is a long-term care facility that also has short-term rehab, located along Ralph Stephens Road. There are no improvements required, but they agreed to install curb and gutter along Ralph Stephens road, bringing a 6-figure cost to the developer. They had two neighborhood meetings, and the daycare owner thought it was a great project and that her kids could come sing to the residents. There's already water and sewer to the site. They are not proposing to install the turn lane right now but will consider it upon further development. The five findings state that this will have a positive effect on the area. Condition 2 - enhancing outdoor areas, condition 3 that it

can be economically serviced by the town. Condition 4 - they are providing two outdoor enhancements. Condition 5 – they are providing a good transition to the facility from neighboring properties.

Council member Drees said she noticed 30 additional beds from the original plan. Will that affect parking, etc.? Mr. Bostik says the majority of the parking is for employees, so there will be an overlap of shift workers.

Mayor Mayefskie asked for clarification of the facility. Mr. Mason says it's a multi-use facility, duly certified to serve both Medicare and Medicaid patients, none of them drive. It will hold 120 beds and will employ about 200 full time staff members. It is also very convenient to the hospital.

Mayor Pro Tem Berry said the parcel was subdivided years ago and noticed that they are only using the top part of the parcel. Mr. Mason said this will allow them to stay within the cost allowance that they are required to adhere to, but they can envision a complementary development at a later date. Mayor Pro Tem Berry said he doesn't see any increased buffer along Piney Grove Wilbon. Mr. Bostik said that there is not on the plans at this point. The landscaping that they have provided at this point is the landscaping that is required based on the new UDO and is also in compliance with the requirements of the Southern Crossroads Master Plan.

Mayor Pro Term Berry said Exhibit B in the resolution lists a condition of approval number five, the build out analysis and the TIA associated with this development included a mix of background improvements and recommended development mitigations. If the assumed background projects don't occur, it shall be the developer's sole responsibility to construct all the background improvements included in the traffic study, unless other additional analysis can be provided to demonstrate the background mitigations are not warranted by the subject development. Can someone explain what the background improvements were that are referenced as part of this exhibit? Mr. Blonshine said the improvement that remains is the right turn lane. They provided an analysis that said it's not warranted at this time.

Mayor Pro Tem Berry said if these are requirements, and you can't say if they have been met, how can Council approve this? Mr. Dean said that they did not conduct a TIA, since they are far below the limits. He believes all the improvements along main street and Ralph Stephens Road have met the requirements. Chris Hills, Director of Development Services said that staff researched and believe that they have met the requirements but hoped that other improvements would be made at a later date. Mayor Pro Tem Berry asked if they are still within the limits of the TIA conducted on the original Southern Crossroads project.

Mayor Pro Tem Berry said in the same exhibit, condition number 6 says if build out exceeds the time frame in the approved traffic study, an update of the traffic study will be required prior to or with the Development Plan for the associated phase. Mr. Dean, I think you referenced that you did not perform a TIA, so did we not exceed the time frame for that, and that the traffic study from eight years ago was still valid. Mr. Dean said that is correct.

There being no further testimony, Mayor Mayefskie closed the public hearing.

Mayor Pro Tem Berry said he disagrees with criteria #3 being met because the lack of improvements to Piney Grove Wilbon Road and Ralph Stephens Road is injurious to the surrounding properties and the motoring public in general. However this doesn't have anything to do with the use. He fully supports what they're doing with the use. He thinks it meets the need the town has.

Action 1: Motion to adopt Resolution 25-36 to make and accept the Findings of Fact for consideration of and to approve Development Plan 25-DP-02 for 1936 Ralph Stephens Road Development Plan 25-DP-02.

Motion: Forrest
Second: Hewetson
Vote: unanimous
A copy of Resolution 25-36 is attached to these minutes.

Action 2: Motion to approve Utility Allocation Request for 3,200 gallons per day.
Motion: Forrest
Second: Hewetson
Vote: unanimous

14. Economic Development Agreement (EDA) with Genentech

Irena Krstanovic, Director of Development Services, said the purpose of this item was to hold the required public hearing related to an Economic Development Agreement (ED) between Genentech and the Town of Holly Springs. She is very pleased to bring this to council, stating that it's a team effort. She gave a brief history of Genentech, stating that it was a member of the Roche Group and was founded in 1896. It is an industry pioneer in biopharmaceutical manufacturing, and a Fortune 500 Global life sciences company. The location of the Genentech is the part of the Camp Helix site in the northwest part of the town. The closest access from the Friendship Road to the major highway would be on the existing ramp with the New Hill Holloman interchange on US One. It is right across from Amgen's facility. Part of the Genentech's and Camp Helix Development is the central amenity areas that will include and offer indoor and outdoor meeting spaces, pop up food services, fitness trails around the pond areas and lakeside amenities. She explained some of the key benefits to the community, such as providing high quality jobs, expanding the local economic tax base, being mindful of the town's desire for 30/70% tax base, providing opportunities for small business growth and local workforce development programs. The key terms of the EDA are 420 new jobs with a target wage of $119,833, and a target capital investment of $700 million dollars. The agreement is a performance-based agreement. Business Investment Grant (GIB) of 50% incremental tax grant over 8 consecutive years up to a maximum of $13,7400. Their anticipated water and sewer volume requirements are 78,000 gallons per day respectively and are already allocated through the Helix development agreement.

Ms. Krstanovic continued by saying that as part of the agreement, the Town will provide a customized review schedule, facilitating and expediting all Town-administered permits and approvals, certificates and licensing necessary or appropriate in connection with the Apollo 11 Site, the construction of Apollo 11 Facility, of Project Apollo 11. The Town will facility all development review permits, zoning approvals, inspections, state certifications at the staff level, including the Camp Helix adjacent retail amenity. The Town will also dedicate a project coordinator, who is a full-time Town employee responsible to be a single point of contact for Town permitting and approval requirements to Project Apollo.

Mayor Mayefskie opened the Public Hearing and the following sworn testimony was received: none

There being no testimony, Mayor Mayefskie closed the public hearing.

Action 1: Motion to approve Economic Development Agreement with Genentech.
Motion: Berry
Second: Forrest

Vote: unanimous

Action 2: Motion to authorize the staff to execute necessary transactions consistent with terms of the EDA.
Motion: Berry
Second: Forrest
Vote: unanimous

15. 5900 Duncan Cook Hazel Ridge (formerly Tassel Ridge) Voluntary Annexation A25-05

Sean Ryan, Development Services, said this item was for considering the annexation of 124.69+/- acres located at 5900 Duncan Cook Road. He showed where the property is in relation to the Town limits, and explained that the parcel is being annexed for utility connection prior to development in conjunction with the Major Subdivision Plan for Hazel Ridge Subdivision (formerly Tassel Ridge), which was approved by the Town Council on July 15, 2025.

Mayor Mayefskie opened the Public Hearing and the following input was received: none

There being no input, Mayor Mayefskie closed the Public Hearing.

Action: Motion to approve Annexation Ordinance A25-05.
Motion: Deshazor
Second: Hewetson
Vote: unanimous
A copy of Annexation Ordinance A25-05 is attached to these minutes.

NEW BUSINESS

16. Phase 1 – Utley Creek Water Reclamation Facility 6-8 Million Gallon per Day (MGD) Project

Rachel Ingham, Utilities and Infrasturcture, said the purpose of this item is to review two amendments to the contract for the design of the Utley Creek Water Reclamation Facility (UCWRF) 6-8 Million Gallon per Day (MGD) project; review a contract to construct Phase 1 of the UCWRF 6-8 MGD project – the Laboratory & Operators Building, and to review the process for issuance of Revenue Bond Anticipation Notes (BANS) and discuss the next steps.

Ms. Ingham reviewed the WCWRF 6-8 MGD project timeline, explaining that the master plan was developed in 2020-2021, the preliminary engineer report was drafted in 2023, and Design / Alternatives Analysis are taking place now. Phase 1 construction is expected to begin in the fall of 2025, and Phase 2 construction is anticipated to begin in mid-2026.

Ms. Ingham explained that the facility is staffed 24 hours a day, 365 days a year. She said staff uses all five senses to run this process. She explained the new MBR system and how it requires the ultra-fine screening facility. She explained the functions of the various buildings. The scope of work for phase 1 includes site clearing, rough grading, erosion and sediment control measure installation, temporary site roads and the Laboratory and Operators Building. She then showed elevations of that building, explaining that it's in keeping with the design of the Ops Campus buildings that are being constructed. She then gave a breakdown of the project costs, stating that Value Engineering (VE) components have been incorporated into the facility to reduce the cost, while maintaining the integrity of the design. Two design elements were included as added bid alternates – darker finishes for aluminum canopies and coping, and a darker finish for illuminating some sunshades. Staff recommend proceeding with these bid alternates as depicted in the elevation shown for a difference of $8,100 over the base bid price of $10,515,00. Also recommended for funding is the inclusion of the additive bid alternate to furnish and install an inductively coupled plasma with mass

spectrophotometry or ICP MS system in the Laboratory. She explained how this system works, stating it speeds up the testing and treatment process because they will not have to send out the lab samples to an outside facility. The ICP MS system is projected to pay for itself within five years. New construction is the ideal time to add this investment to the environmental compliance lab at a cost of $270,000 over the base price of $10,515,000. As the lowest bid was below the engineer's estimate, staff are not recommending deductive bid alternates. Bond reimbursement for expenditures of $6,185,532 to cover the cost of design, permitting project management, professional services, program management and oversight and design engineering services anticipated with phase one and phase two of the plan. Amendment #2 is for $1,594,116 for construction administration and observation of phase one of the project. Amendment #3 is for additional design services after the 60% design cost estimate. The town elected a VE approach to reduce overall project costs and more closely match available funding. The design team incorporated Value Engineering elements on multiple facilities to save the town approximately $44 million dollars in capital construction costs. Permitting tasks were necessary in the analysis of Harris Lake and wastewater options beyond eight million gallons per day. Other services were also warranted for odor control, design, contractor, pre-qualification and generator procurement. Through the Sourcewell platform, three firms submitted bid packages for phase one construction. Based on the bid tabulation, O'Connor was chosen as the lowest responsive, responsible bidder. The Phase one construction cost, which includes the base bid for the construction of the lab and operators building. All site work and the three additive bid alternatives previously discussed is $10,793,100. In addition to submitting the lowest bid, O'Connors' license and references were checked. All references provided positive reviews, and there were no reports of significant change orders or delays on previous projects. A contingency fund of $1,406,642 is recommended. Contingency may be used to cover change orders initiated by the town or the contractor.

Tina Stroupe, Director of Finance, spoke about Revenue Bond Anticipation Notes, saying they are a short-term debt instrument issued in advance of financing from long-term revenue bonds. They provide upfront capital until issuance of the Revenue Bond is complete in 2026, and they're used to fund critical infrastructure or capital needs and address immediate funding needs and serve as a bridge while securing long-term financing. She continued by explaining the Revenue BANs timeline. In June, they adopted the Initial Resolution and submitted the letter to the Joint Legislative Committee. In August, they submitted the LGC application. They are asking for approval of the contract and the adoption of the Approving Resolution. Then, in September, the Town will receive LGC approval and the close on the note.

Action 1: Approve bid, award the construction contract to O'Connor co. of NC., Inc. and authorize the Town Manager to negotiate and execute the contract and contingency as well as amendments 2 & 3 for construction administration, observation and design services for Utley Creek Reclamation Facility 6-8 MGD expansion in the amount of $14,160,468.

Motion: Deshazor
Second: Hewetson
Vote: unanimous

Action 2: Authorize bond reimbursement for expenditures of $6,185,532 for debt issuance costs, design, permitting, project management, professional services (legal, environmental, and regulatory filings), program management and oversight (coordination, inspection, and compliance activities), and design engineering services associated with Phase I and Phase II elements of the plant expansion.

Motion: Deshazor
Second: Hewetson

Vote: Unanimous

Action 3: Adopt the Bond Order authorizing the issuance of the Town's Enterprise Systems Revenue Bond Anticipation Note, Series 2025, in the amount of $21,346,000 and approving the forms of the documents related thereto.

Motion: Deshazor
Second: Hewetson
Vote: Unanimous

PUBLIC COMMENT: At this time, an opportunity was provided for members of the audience who had registered to speak to address the Council.

The following public comment was received in writing: concerns over the grass cutting at Womble Park from Karol Blicharz.

The following public comments were received in person:

Steven Menke 2305 Avent Ferry Rd. is not a resident; he lives behind Norris Crossing. He must drive through the construction. The approved plans for Norris Crossing include a paved pedestrian path that is slated to cross his primary access. He has been informed that he will not be permitted to drive across the pedestrian walk without a viable access point. His legal address will be inaccessible for deliveries and visitors, and that is important because he has a vineyard and people come to see him as well. In order to get his mail, he must drive 1.4 miles through the neighborhood at 20 miles an hour.

Mayor Mayefskie thanked him for coming and asked if they could be updated on this.

Randy Harrington said Elizabeth Goodson, Development Services, can offer some context. Ms. Goodson said they are working with the developers to maintain Mr. Menke's access and this is a priority. They are aware of his concerns and will advocate on his behalf. Council member Deshazor asked if they would give them updates through the Friday briefing.

Ruby Jones was called but had left the meeting, and did not speak

Ryan Griffiths HOA president of Sunset Ridge. He said they have two issues regarding the leaf collections. His leaf pile runs the length of the council chambers from floor to the wainscoting. He said with pile that large around the winding roads of his neighborhood, it becomes a safety concern. The next thing he is concerned with is the yard waste collection. He said bi-weekly collection isn't often enough. It has drastically reduced the level of collection.

Randy Harrington invited Paige Scott, Public Works Director, to speak to the issue. She said she knows there are some frustrations and challenges in the older, more heavily wooded areas. They have implemented an option for additional bins. She listed the options of purchasing additional bins and utilizing the yard waste collection site. She explained that the yard waste cart participation rate for July saw a set out rate of the carts at 48%. In the first two weeks of August, we saw a 49% participation rate at our yard waste convenience center. We're seeing over 400 visits a month since March and collecting close to 100 tons each month. She understands there are some frustrations from either residents who are in townhomes and are paying a fee for a program they don't participate in, or from residents in subdivisions like Sunset Ridge North, South, Sunset oaks, where we see the higher tree canopies and foliage. As we approach leaf season, we'll continue to practice our services in these high foliage areas. In Sunset Ridge, we did go through and collect. We were supposed to collect four times,

but some saw as many as 10 collections last season. She said they encourage residents to call 311 if roads are impassable due to leaves or yard waste bins so staff can go pick it up.

Council member Hewetson asked how they determine the routes and if it was feasible to rely on 311 calls to go through neighborhoods? Ms. Scott said they try to be proactive in their approach.

Council member Deshazor says they know that there are people who are not utilizing the process. He thinks something is not working, and he wants staff to work with neighborhoods to find a solution. Council member Drees said she has had to run in the middle of the road because there are so many leaves on either side of the road.

Council member Forrest said when we started the program, we were going to collect data to analyze the success of this program. He asked if this was something we should do now that we're 2 years in.

Council member Hewetson asked if we're enforcing? Ms. Scott said they're working on more frequent enforcement.

Mayor Pro Tem Berry says 49% isn't enough to have a full blown "let's Institute every week, everywhere". Perhaps we can come up with some solutions based on certain neighborhood needs. Maybe we could look into making some deals with these HOA's, because it costs money to implement more services. Perhaps there's some sort of place in the middle where we could meet, where those residents and those HOA's are willing to pay more for a service.

Randy Harrington said the challenge is we don't have any one service that fully meets the needs of every resident in the community. What is the equitable base level of service? Is there a way to find ways for additional services? He believes we can increase enforcement. He believes that overall, it's an effective program, and he wants to thank staff for their hard work.

Council member Drees said as trees grow, do we have a plan going forward that will accommodate that? Mr. Harrington said we have to be able to grow and adapt and fine tune it as we go.

OTHER BUSINESS

Council member Deshazor says schools started last week, and he appreciates the communications about the new roundabout and zipper merging.

Council member Drees likes the new school safety videos and appreciates the Bike Rodeo that the Police Department hosted. She reminded everyone to take some care in observing the new traffic patterns that are emerging as we figure out the school year.

Council member Hewetson says watch for school buses and little children walking around.

Council member Forrest thanked Chris Hills and the Development Services team as well as U&I for their hard work on the projects that were presented tonight. He's very excited about the new plant and is looking forward to seeing how it's going to function. The new Felton Grove high school is opening, which means traffic is going to increase on Hwy 55, 540 and Holly Springs Road. He knows that the Holly Springs Police Department is already monitoring this. Be safe, and good luck to the students for a successful school year.

Mayor said he and Irena Krstanovic and Cassie Hack are heading over to Fuji to film a video for their grand opening that's coming up. Felton Grove High School is having their first home football game, and since many of the students are from Holly Springs he'll be going to that. Monday the 25th there will be a ribbon cutting at Genentech.

MANAGER'S REPORT

Mr. Harrington said the Mayor and Council will be attending a publicized dinner on Tuesday, August 26th with the Town of Cary. No business is scheduled or anticipated to happen. This is intended to provide an opportunity to discuss projects like a water partnership.

CLOSED SESSION: Council went into closed session pursuant to N.C.G.S. 143-318.11(a)(4) to discuss an Economic Development update, pursuant to N.C.G.S. 143-318.11(a)(5) to consider a real estate purchase.

Motion to leave closed Session:

Motion: Berry
Second: Hewetson
Vote: unanimous

Adjournment: Mayor Pro Tem Berry made a motion to adjourn at 9:17 pm. It was seconded by Council member Forrest and passed with a unanimous vote.

Respectfully submitted on Tuesday, September 16, 2025.

Kathryn L. White

Kathryn L. White, Deputy Town Clerk

Addenda pages as referenced in these minutes follow and are a part of the official record.

Holly Springs and Cary Mayor and Council Joint Meeting
6 p.m. August 26, 2025
The Mayton Inn, 301 S. Academy St., Cary, NC

MINUTES

The Holly Springs Town Council held a joint dinner meeting with Cary Town Council in Cary.

Holly Springs Council Members Present: Mayor Sean Mayefskie, Council members Timothy Forrest, Danielle Hewetson, and Annie Drees.

Cary Council Members Present: Mayor Pro Tem Jennifer Bryson Robinson, Council members Michelle Craig, Sarika Bansal, and Carissa Kohn-Johnson

Cary Mayor Pro Tem Robinson opened the meeting with welcoming remarks at 6:17 pm, followed by additional greetings from Mayor Mayefskie.

Town Managers Randy Harrington (Holly Springs) and Sean Stegall (Cary) each provided an overview of current projects and key highlights from their respective municipalities.

Cary Utilities Director Jamie Revels concluded the presentation with an update on the regional water and sewer system.

A question and answer session followed, with discussion focusing on future investment guidance, long-term challenges, and clarification of the timing for the study presented.

Mayor Pro Tem Robinson of Cary offered concluding remarks at 7:18 pm.

Respectfully submitted on Tuesday, September 16, 2025.

Linda C. McKinney

Linda McKinney
Town Clerk

MINUTES

The Holly Springs Town Council met in regular session on Tuesday, September2, 2025. Mayor Mayefskie presided, calling the meeting to order at 7 p.m. A quorum was established as the Mayor and five Council members were present in the Chamber as the meeting opened.

Council Members Present: Mayor Sean Mayefskie, MPT Dan Berry Council members Timothy Forrest, Danielle Hewetson, Annie Drees, and Chris Deshazor.

Council Members absent: none.

Staff Members Present in Chambers: Randy Harrington, *Town Manager*; Scott Chase, *Assistant Town Manager;* Daniel Weeks, *Assistant Town Manager*; John Schifano, *Town Attorney;* Linda McKinney, *Town Clerk* (recording the minutes); Jeff Wilson, *Director of IT;* Kameron Womack and Jesse Dixon, *IT;* Corey Petersohn, *Director, Office of Budget, Innovation and Strategy;* Tamara Ward, *Communications and Marketing*; Chris Hills, *Director, Development Services;* Elizabeth Goodson and Sean Ryan, *Development Services*; Kendra Parrish, *Executive Director of Utilities and Infrastructure;* Carrie Mitchell, Tim Athy and Rachel Ingham, *Utilities and Infrastructure;* Tina Stroupe, *Finance Director;* Jay Osborne, *Assistant Town Attorney*; LeRoy Smith, *Fire Chief;* Paul Liquorie, *Police Chief;* Jennifer Mathis, Police Department; Kathy White, *Deputy Clerk.*

2. and 3. The Pledge of Allegiance was recited followed by an invocation by Gary Tucker, of Oasis Church.

4. Agenda Adjustment: The September 2, 2025 meeting agenda was adopted with changes, if any, as listed: none.

Motion: Berry
Second: Forrest
Vote: Unanimous

REQUESTS AND COMMUNICATIONS

5. Transportation Investments Update

Kendra Parrish, Executive Director of Utilities and Infrastructure introduced Carrie Mitchell, Assistant Director – Transportation, and Morgan Nelson, Transportation Project Manager.

Tim Athy, Utilities and Infrastructure, said this was an update on the Transportation Bond and Community Investment Plan transportation projects. He said that Holly Springs Road Widening was 90% complete for the East section. For the Central section, construction documents are under NCDOT review and right-of-way acquisition is ongoing, with construction slated to begin in mid-2026. Design for the West section is anticipated to begin in 2026. He said that the roundabout opened in advance of the first day of Holly Ridge schools and the project is expected to be complete in late 2025. He said the Town received a federally funded grant for project design for Holly Springs Rd. West and design is scheduled for 2026-2028 with construction anticipated in 2030 – 2033.

Mr. Athy said that the NC 55 right turn lane project is currently under construction and on schedule, with anticipated project completion in March of 2026. The Main St. Right Turn Lane project

has been delayed due to private utility relocation with construction due to resume this month and completion anticipated in March of 2026. He said the Avent Ferry Road widening Phase II has been fully funded by NCDOT. Design is set for 2025-2027 with right-of-way acquisition and utility relocation scheduled to begin in 2027 and construction from 2029 - 2032.

Mr. Athy said that two sidewalk projects with the goals of improving connectivity, closing sidewalk gaps, and enhancing pedestrian safety are along Main Street north of Ting Park and Avent Ferry Rd. south of NC 55. The Main St. segment has anticipated final NCDOT plan set approval this year, and construction beginning in 2026. Ms. Mitchell said that the Avent Ferry section was designed in-house, saving the town significant money. It is currently in the construction phase with completion anticipated in late 2025.

Ms. Mitchell said that the Transportation PAYGO program supports the Council Safe and Friendly priority area and allows staff to respond to concerns with safety and other traffic issues. The program elements include sidewalk, pedestrian, & bicycle safety, neighborhood traffic calming, and streetlighting enhancements. In Fiscal Year 2025 $255,00 was appropriated for this program. She outlined the projects implemented as part of this program. She updated Council on new initiatives started last year as part of this plan including regular meetings with NCDOT and the Police Department, updated sight distance standards and updated neighborhood speed limit sign requirements. Future initiatives include updating the traffic calming policy, standardizing flashing beacons at crosswalks and school zones, and updating the streetlighting standards and details.

Council member Deshazor asked if the design on Avent Ferry Rd. had started yet. Mr. Athy said currently a design consultant has been selected and staff is in the process of finalizing their contract and anticipate bringing it to Council at a near meeting. Once that has been approved, they will start. They have already had several meetings so they are ready to go. Council member Deshazor asked if there is a way to speed up the Avent Ferry project because time is money and traffic is the number one thing we hear about from residents. Mr. Athy said NCDOT is the driving force because we have to follow their authorization and approval procedures. They are understaffed and that doesn't help the process. Town Staff pushes hard on all these projects and makes sure our consultants push hard too. That's the best we can do. We try to communicate with NCDOT that we appreciate them moving fast with us. From our end we can find ways to speed up a process but it can only go so far with the hurdles we face with DOT. When you talk about 2025 dollars compared to 2030 dollars, we try to get the contractors signed fast. We can't control everything, but the quicker we can get things signed, they are stuck with those dollars. We also add contingency to compensate for inflation and unforeseen aspects to a project.

Council member Drees asked if the PAYGO fund fixed in the amounts divided between different projects. Ms. Parrish said we work with the budget office, and it is combined with big projects so that we can get the biggest bang for the buck in order of priority. That is what we have used the past couple of years but it is not set in stone. Randy Harrington, Town Manager, said the PAYGO has been relatively steady but in the last couple of years we have tried to beef up the pedestrian improvements. The beauty of the program is that if you don't spend it in one year it rolls over allowing us to build up funds for larger projects.

Mayor Mayefskie asked if on the Avent Ferry Rd widening we were working with the developer who is straightening that intersection so that we don't build it twice. Mr. Athy said staff is in conversation with them to make sure their improvements fit with our overall intent.

Council member Deshazor said the roundabout has been at the height of the conversation. Is there a way at a future meeting to provide data on how the roundabout is managing traffic – increasing or decreasing time, etc. - compared to last year.

CONSENT AGENDA

The Council passed a motion to approve all items on the Consent Agenda. The motion carried following a motion by MPT Berry, a second by Council member Forrest and a unanimous vote. The following actions were affected:

6. August 12, 2025 Candidate Information Session minutes – Council approved the minutes of the August 12, 2025 Candidate Information Session.

7. Utley Creek Water Reclamation Facility Generator Procurement through Sourcewell – Council approved a contract with Gregory Poole Power Systems for the procurement of two CAT generators and associated equipment for $6,381,014.79.

NEW BUSINESS

8. Wake County Emergency Operations Plan and Mutual Aid Agreement

Jennifer Mathis, Emergency Management Specialist, said this item was to adopt the Wake County Emergency Management – Emergency Operations Plan, and accept the Wake County Emergency Management Mutual Aid Agreement. She outlined the benefits of a countywide framework to coordinate and organize emergency operations and said the updated plan incorporates new legislation passed by the General Assembly and lessons learned after Hurricane Helene. She said the Mutual Aid Agreement now includes non-public safety personnel and equipment, and outlines liability protections, and clarifies financial reimbursement qualifications and procedures. By extension, adopting this Mutual Aid Agreement would make Holly Springs a registered participant in the national mutual aid system Emergency Management Assistance Compact and a state of emergency is no longer required to use these resources.

Council member Drees said it seems unlikely that Holly Springs would be alone in a natural disaster and asked if we had a mutual aid agreement with other counties as well. LeRoy Smith, Fire Chief, said that was all part of the plan. Paul Liquorie, Police Chief, said that this agreement streamlines all of that. With Helene we saw a lot of uncoordinated aid. This streamlines that so that requests would come through the County and we would be connected to the national mutual aid system.

Action 1: Motion to adopt the Wake County Emergency Operations Plan.

Motion: Deshazor
Second: Drees
Vote: unanimous

Action 2: Motion to authorize the Town Manager to execute the Mutual Aid Agreement with Wake County.

Motion: Deshazor
Second: Hewetson
Vote: unanimous

Public Comment: At this time, an opportunity was provided for members of the audience who had registered to speak to address the Council.

The following public comments were received in writing: one comment from Trinity Creek regarding noisy vehicles.

The following public comments were received in person:

Will Edmiston, said he was here to bring attention to a safety and noise problem on Holly Springs New Hill Rd. since it was widened. He said that drivers in the 35-mph section attempt to pass from the right lane, accelerating aggressively. He said he witnesses this daily from his property. He said both Regency and Addison West entrances converge at the point where these cars attempt to merge in a blind spot. He said it sounds like a racetrack. He suggested a speed and noise monitoring camera that can work 24/7. He asked Council to give serious consideration to installing such a device.

OTHER BUSINESS

Mayor Mayefskie said we got a note from Chip Allen about Women's Softball that was shared on ESPN with thousands of people seeing Ting Park.

Council member Drees asked Chief Liquorie if he was comfortable speaking on the public comment issue right now. Chief Liquorie said we are always open to complaints from the public and when we find a continuing problem we put those areas on a rotating list to revisit those areas. There are some legislative issues with speed and noise camera enforcement that the legislature makes it difficult to use any electronic enforcement. The most recent legislation is they are only allowed in School Zones, and there are challenges even to that. Council member Hewetson asked if he thought no passing signs would be effective. Chief Liquorie said we can look at it and work with Utilities & Infrastructure on a solution. We are monitoring the area while we do enforcement and there may be some things we can work together to do to make drivers more aware. Randy Harrington, Town Manager, said the team has tried to reach out today and it is always valuable to receive input from people who see things. We are conferring with Development Services and Utilities & Infrastructure to find solutions.

MPT Berry said that Flytrex left Holly Springs about a month ago, but we still have a bunch of drone signs at parks and around town. He asked if there was a plan to take those down. Mr. Harrington said there are other vendors who are looking to expand in this market. We don't have the answer yet, and if it is going to be a prolonged period of time we can take those down.

Mayor Mayefskie said there are roads in town with paved, over-sized shoulders and we are now seeing 18 wheelers parked there. He asked if there were any ordinances about large trucks parking there. Mr. Harrington said that has been an issue. We have had the police department go out and ticket and use the other enforcement tools they have. Some areas we have added striping and plastic delineators. If you see this, call 311 to let us know and we are happy to follow up on that.

MANAGER'S REPORT

Randy Harrington, Town Manager, said he had three things, the first of which was a Development Services update. And he called Sean Ryan to the podium.

9. Preview of Upcoming Development Services Land Use Cases

Sean Ryan, Development Services, said he was here to present the quarterly update to Council on upcoming Land Use cases. He discussed the following new applications:

- Grigsby Avenue Residential – Conditional Zoning District
- New School Montessori – Conditional Zoning District
- 2420 Avent Ferry Road – Conditional Zoning District
- Pine Springs Preparatory Academy – Planned Unit Development modification
- Twin Springs – Conditional Zoning District
- Holly Springs Self Storage – Conditional Zoning District

Mr. Ryan then gave an update on projects that will have upcoming public hearings in the fall of 2025 including Sunset Lake Commons Apartments, Duke Substation, Powell Place, and the Pine Springs Preparatory Academy PUD. He said that projects waiting for revisions include 1100 Pine Grove Wilbon

Rd., Chase Bank on Sunset Lake Road, Daventry, and Seasons @ Wilbon. He said that 600 Grigsby Avenue has been withdrawn.

Mr. Ryan said that Comprehensive Plan Updates will come to Council at the workshop on September 9th, as will an update on Microtransit. The Ting Park and Mims Park Requests for Qualifications will come to the December workshop. He discussed the progress on the Festival Street design, Town Hall lighting, and the Downtown Mural. He said that the deadline for Locally Administered Projects Program is in October and staff will be submitting the Holly Springs Road Central, and that SPOT 8.0, the State Transportation Improvement Program update is beginning project identification.

Mr. Ryan said that the signal installation and road improvements near Carolina Springs are complete, and FujiFilm Biotechnologies is nearing receiving their final Certificates of Occupancy for Phase 1.

Mr. Ryan gave a preview on semi-annual UDO Amendments that will be coming before Council later in the fall.

Mr. Harrington said he had two other items. First, feedback from residents was that they wanted better seating at the Cultural Center. It will be installed next week, the day before the Candidate Forum. And last Summer at the Springs with food trucks, beer, and other activities will be Friday September 12th.

CLOSED SESSION: Council went into closed session pursuant to N.C.G.S. 143-318.11(a)(6) to perform the Town Manager's annual review with a motion by Council member Forrest, a second by Council member Deshazor and a unanimous vote.

Motion to leave closed session was made by MPT Berry with a second by Council member Drees and a unanimous vote.

Adjournment: MPT Berry made a motion to adjourn at 8:58 pm. It was seconded by Council member Forrest and passed with a unanimous vote.

Respectfully submitted on Tuesday, September 16, 2025.

Linda C. McKinney

Linda C. McKinney, Town Clerk

Addenda pages as referenced in these minutes follow and are a part of the official record.

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 9.

Consent Agenda
Title: Guaranteed Maximum Price (GMP) Contract Amendment #4 for the Upfit of Additional Areas at the Operations Campus Facilities
Strategic Priority Area: Growth Management & Economic Vitality
Organizational Excellence
Staff Resource: Kimberly Keyes, Utilities and Infrastructure

Action(s):

- Approve additional upfit for the Operations Campus buildings as detailed in the packet and adopt Water Capital Project Ordinance (25-30) and Town Buildings Capital Project Ordinance (25-31) to appropriate bond premium and interest earnings to cover total upfit and design expenses totaling $1,070,548.
- Authorize the Town Manager to sign and execute contracts associated within this additional Guaranteed Maximium Price (GMP) scope and the revised project budget.

Explanation:

- At the June 10, 2025, Town Council Workshop, staff presented a proposal and recommendation to upfit the Operations Campus facilities to address current space challenges resulting from the unexpected closure of Town Hall Annex and to reduce reliance on long-term leased space Downtown.
- Approximately 2,500 SF in the Administration Building and 4,200 SF in the Operations Building were identified for upfit.
- The initial estimate for the additional upfit was approximately $950K to be covered by remaining bond premium and project interest earnings.
- To minimize impacts on the overall project schedule and prevent delays to ongoing construction, the Town Council approved a Construction Change Directive (CCD) at the July 15th Business Meeting. The CCD, a written order issued by the architect, authorizes design work to proceed before pricing and scheduling adjustments are finalized.
- At the August 19, 2025, Town Council Meeting, Council approved the cost of the increase in design services for ADW Architects in the amount of $110,550. A detailed review identified some additional Mechanical, Electrical, and Plumbing (MEP), sprinkler design, and interior reconfiguration needed with the upfit.
    - The $110,550 in design services was initially fronted by existing project funds and is to be funded by bond premium and interest earnings included with this agenda item.
- Since the initial June 10, 2025, presentation, plans for which departments will be housed within the newly upfitted spaces has been finalized. Upfit construction plans also now better reflect facility functionality needs to meet the needs of the upfit area occupants.
- Final estimates for construction for upfit are $959,998.

- Including the most recent design contract amendment ($110,550) and upfit construction ($959,998) the total increase to the project budget is $1,070,548.
    - The full amount is to be covered utilizing bond premium and interest earnings as presented at the June 10 workshop.
- Water Capital Project Ordinance (25-30) and Town Buildings Capital Project Ordinance (25-31) appropriates $1,070,548 in bond premium and interest earnings funding for this project.
    - Project Ordinances appropriate all funds from projects included within the project fund; a summary of the ordinance changes is included in the packet.
    - The Operations Campus project is cost-share between the Water Capital Project Fund (Utility funding sources) and Town Building Capital Project Fund (Governmental funding sources).

Background:

- The Operations Campus will include offices, work and meeting space for various town departments.
- The first phase (Phase 1B) of the campus includes:
    - Convenience center for yard waste drop off
    - Laydown areas and parking for heavy equipment
    - Approximately 42,000 SF, two-story administration building (second floor shelled only) with offices and meeting space
    - Approximately 38,500 SF building with warehouse and office space
- Phase 1B is currently scheduled for completion in summer 2026. Edifice, Construction Manager at Risk (CMAR), will submit an updated project schedule that incorporates the additional scope of work, to be included with the Guarantee Maximum Price (GMP) amendment.

Funding Source(s):

Community Investment Plan - Limited Obligation Bond (LOB)

Attachment(s):

1. Summary of Ordinance Changes for Sept 16 2025 (Operations Campus)
2. Water Projects Capital Ordinance (25-30)
3. Town Building Project Ordinance (25-31)

Summary or Ordinance Changes for Sept. 16, 2025, Town Council

Water Capital Project Ordinance

Current Ordinance Appropriation (all existing project)	**$235,223,003**
Operations Campus (50% cost-share)	$535,274
Water Capital Project Ordinance (25-30)	**$235,758,277**

Town Buildings Capital Project Ordinance

Current Ordinance Appropriation (all existing project)	**$44,416,854**
Operations Campus (50% cost-share)	$535,274
Town Buildings Capital Project Ordinance (25-31)	**$44,952,128**

Ordinance No. 25-30
Date Submitted: September 16, 2025
Date Adopted: September 16, 2025

Water Capital Project Ordinance
HOLLY SPRINGS, NORTH CAROLINA

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

SECTION I: The project authorized by this ordinance consists of Water system projects.

SECTION II: The officers of this unit are hereby directed to proceed with the capital project within the terms of the budget contained herein.

SECTION III: The following amounts are appropriated for the project funds effective September 16, 2025

Water Project Fund	
Expenditures:	
Water Projects	235,758,277
Total	**235,758,277**

SECTION IV: The following revenues are anticipated to be available to complete these projects:

Water Project Fund	
Revenues:	
Revenue Bonds	132,773,944
State Grants & Reimbursements	36,627,457
Transfers In	27,094,770
Limited Obligation Bond Proceeds	22,681,690
Private Contributions	9,927,030
Federal Grants	5,500,000
Other Utility Sources	1,153,386
Total	**235,758,277**

SECTION V: The Finance Officer hereby directed to maintain within the project funds detailed accounting records.

SECTION VI: The Budget Officer is directed to include a detailed analysis of the past and future costs and revenues on this capital project in every budget submission made to the Town Council.

SECTION VII: The Town Manager or designee is authorized to amend expenditures within the

fund for expenditures that are authorized per section I of this ordinance that do not change the total appropriation within the fund.

SECTION VIII: Copies of this capital project ordinance shall be furnished to the Clerk to the Town Council, and to the Budget Officer and the Finance Officer for direction in carrying out this project.

SECTION IX: All ordinances in conflict with this ordinance are hereby repealed or amended to reflect the controlling nature of this Ordinance.

The provisions of this ordinance shall become effective September 16, 2025, in accordance with the laws of the State of North Carolina.

Adopted this, the 16th day of September 2025.

Town of Holly Springs by

_____
Sean Mayefskie, Mayor

ATTEST:

_____
Linda McKinney, Town Clerk

Ordinance No. 25-31
Date Submitted: September 16, 2025
Date Adopted: September 16, 2025

Town Building Capital Project Ordinance
HOLLY SPRINGS, NORTH CAROLINA

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

SECTION I: The project authorized by this ordinance consists of construction of town buildings and general government capitalized assets.

SECTION II: The officers of this unit are hereby directed to proceed with the capital project within the terms of the budget contained herein.

SECTION III: Town Building Project Fees and Revenues shall be deposited in the fund effective September 16, 2025:

Town Building Project Fund	
Expenditures:	
Town Buildings Projects	44,952,128
Total	**44,952,128**

SECTION IV: The following revenues are anticipated to be available to complete these projects:

Town Building Project Fund	
Revenues:	
Limited Obligation Bond	37,991,473
State Grants	2,900,000
Transfers In	2,084,131
Other Revenue Sources	1,976,524
Total	**44,952,128**

SECTION V: The Finance Officer hereby directed to maintain within the project funds detailed accounting records.

SECTION VI: The Budget Officer is directed to include a detailed analysis of the past and future costs and revenues on this capital project in every budget submission made to the Town Council.

SECTION VII: The Town Manager is authorized to amend expenditures within the fund for expenditures that are authorized per section I of this ordinance that do not change the total appropriation within the fund.

SECTION VIII: Copies of this capital project ordinance shall be furnished to the Clerk to the Town Council, and to the Budget Officer and the Finance Officer for direction in carrying out this project.

SECTION IX: All ordinances in conflict with this ordinance are hereby repealed or amended to reflect the controlling nature of this Ordinance.

The provisions of this ordinance shall become effective September 16, 2025, in accordance with the laws of the State of North Carolina.

Adopted this, the 16th day of September 2025.

Town of Holly Springs by

_____
Sean Mayefskie, Mayor

ATTEST:

_____
Linda McKinney, Town Clerk

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 10.

Consent Agenda
Title: Acceptance of Arts for Towns Grant
Strategic Priority Area: Vibrant Community
Staff Resource: LeeAnn Plumer, Parks & Recreation

Action(s):

- Accept grant funds from United Arts Council of Raleigh and Wake Co. in the amount of $2,400 and adopt Grants and Special Revenue Fund Project Ordinance (25-29).

Explanation:

- Town staff requested funding from the Arts for Towns Grant program to support the Summer at the Springs summer concert series.
- The Summer at the Springs concert series is a town tradition held on the 2nd Friday of the months of June through September on the lawn of the Holly Springs Cultural Center.
- The performances showcase local musicians in a family-friendly environment. Concerts generally attract 200 - 600 attendees per concert.
- Grants and Special Revenue Fund Project Ordinance (25-29) appropriates the $2,400 in grant funding.
    - Project Ordinances appropriate all funds from projects included within the project fund; a summary of the ordinance changes is included in the packet.

Background:

- Funds from the Arts for Towns grant are made available to Wake County municipalities for public-facing events and art installations. In prior years, funding has been requested to support the Holly Springs Community Band and the Rt 55 Orchestra. This funding is no longer permitted for this purpose, so the request was made for the Summer Concert Series.
- Each eligible town may request up to $5,000 to support eligible artist fees and must take place July 1, 2025 – June 30, 2026.
- Grant funding may only be used to pay North Carolina-based artists or arts organizations.

Funding Source(s):
Community Investment Plan - Grant Funds

Attachment(s):
1. Submission_ Town of Holly Springs 2025
2. 25-26 Arts for Towns Agreement_Holly Springs - signed (003)
3. Summary of Ordinance Changes for Sept 16 2025

4. Grants and Special Revenue Ordinance (25-29)

Title

Town of Holly Springs

05/21/2025

by **Kevin Miller** in **2025-26 Arts for Towns Grant Application**

id. 50595221

kevin.miller@hollyspringsnc.gov

Original Submission

05/23/2025

Applicant - Name of Municipality	Town of Holly Springs
Mailing Address	300 West Ballentine Street
City / Town	Holly Springs
Zip Code	27540
Contact Name	Kevin Miller
Contact Title	Performances Manager
Telephone	9195674000
Email Address	kevin.miller@hollyspringsnc.gov
ARTS STAFF & ARTS BUDGET	Please provide the following information regarding town staff currently dedicated to arts programming and your total arts budget. If none, enter "0."
Number of Full-Time Paid Employees	5
Number of Part-Time Paid Employees	10
Total Arts Budget	$867,685
Arts Staff & Budget Explanation	Budget allocation includes salary/benefits for 5 full-time employees along with a $200,000 budget for programming and performances.
Grant Amount Request	$3,050
History/Programming	Holly Springs is a rapidly growing community in southern Wake County. The Town of less than 1,000 residents just two decades ago has now grown to over 50,000 residents today.
Complete the following sentence, "We are seeking funding to ..."	support our free community summer concert series for this upcoming 2025-26 performance season.

Arts Programs/Activities	The Summer at the Springs concert series are a free community event. Concerts are performed on the outside lawn of the Cultural Center every 2nd Friday from June through September from 6pm-9pm. These performances showcase local musicians in a family friendly environment.
Project Goals/Outcomes	The goal of the concert series is to showcase local musicians and promote community togetherness. We can measure this by the number of attendees to the event.
NC-Based Artist Name(s)	The Al Williams Band, On the Rocks, Joe Hero Band
NC-Based Artist Link(s)	https://thealwilliamsband.com/ https://ontherocksraleigh.com/ https://www.facebook.com/joeherofoofighterstribute/
Artist Agreement(s)	**HS_AL_Williams_Band_Contract_Executed.pdf** **HS_OnThe_Rocks_Contract_Executed.pdf**
CERTIFICATION	We certify that the information contained in this application, including all attachments, is true and correct to the best of our knowledge.
We certify that the above statement is true.	checked
Signature/Title of Authorizing Official	Kevin Miller / Performances Manager
Signature/Title of Contact Person (if different from above)	Kevin Miller / Performances Manager

2025-2026 Arts for Towns Grant Agreement

THIS AGREEMENT, made and entered into this 16th day of June 2025, by and between United Arts Council of Raleigh and Wake County, Inc., hereinafter referred to as "United Arts," 711 Hillsborough St, Raleigh, NC 27603, and **Town of Holly Springs, 300 West Ballentine Street, Holly Springs North Carolina, 27540** hereinafter referred to as "Grantee," for the following grant:

$2,400
in the Arts for Towns grant category
To support our free community summer concert series for this upcoming 2025-26 performance season.

WITNESS THAT

WHEREAS, the grantee has requested financial assistance for arts programming in Wake County, North Carolina, and has furnished United Arts a true and acceptable narrative and budget for the activities that will occur between **July 1, 2025 and June 30, 2026**, United Arts desires to award the grantee an amount not to exceed the sum of **$2,400**.

NOW THEREFORE, by signing this agreement, the grantee agrees to and shall comply with the terms and conditions set forth below and in the enclosures of this contract, including the grant award letter and any stipulations.

1. Payment of Grant Funds

In consideration of the above statements, United Arts shall pay to the grantee the grant amount by check or bank transfer in the following manner: upon receipt of the required documentation, 100% of the grant amount will be paid.

Regarding payments:

(a) By **June 23, 2025**, the grantee shall submit to United Arts: this electronically signed agreement.
(b) This agreement and any payment of the grant amount is conditioned upon the availability of funds to United Arts.
(c) The grantee agrees that each of the covenants of United Arts contained herein is dependent upon the fulfillment of all covenants of the grantee contained herein.

2. Use of Grant Funds

The grant funds shall be used solely to support the program listed above and shall not be used for any of the Funding Restrictions described in the 2025-2026 Arts for Towns Grant Guidelines.

The grantee shall submit a written description of any changes to programming and staffing from what was submitted in the original application should the funded program need to be revised at any point during the grant period.

3. Management of Grant Funds

The grantee shall maintain complete and accurate records of all activities connected with the grant and shall adhere to standard administrative and accounting practices.

(a) United Arts, or any duly authorized representatives, shall have access to any books, documents, papers and records maintained to account for funds expended under the terms and conditions of this grant for the purpose of audit, examination, and making excerpts and transcripts.
(b) The grantee shall maintain grant records for three years from the date of the submission of the final report referred to in Section 10 or from the date, in the case of an audit, when audit findings and recommendations are resolved, whichever is later.

4. Return of Grant Funds

(a) The grantee shall return any or all of the grant award that is not spent by **June 30, 2026**, the end of the fiscal year for which the grant is awarded.
(b) In the event the grantee fails to fulfill the requirements of this contract, United Arts reserves the right to reduce or withhold any and all payment(s) until such time as United Arts, within its judgment, is satisfied that the grantee can fulfill the terms of this contract. If United Arts is not satisfied that the grantee can fulfill the terms of this contract, and if the grantee has previously received any funds from United Arts, the grantee shall reimburse United Arts to the full extent of payments made to the grantee by United Arts.
(c) United Arts reserves the right to reduce or withhold payments or to require a refund of any unexpended grant funds if, within its judgment, such action is necessary to comply with the requirements of any law or regulation.
(d) There shall be no variance from this contract without prior written approval of United Arts. If any such change, substitution or variance shall occur, United Arts shall have the right to reduce its obligation under this contract to the extent it judges itself damaged (which judgment shall be conclusive and binding upon the grantee), or United Arts may terminate this contract and thereafter have no further obligation to the grantee.
(e) United Arts shall not be responsible or liable for any deficit arising from the operation of the grantee.
(f) If the grantee is unable to complete the funded activities by virtue of any act or regulation of any public authority, or on account of war, labor difficulties, strikes, riots, epidemics, interruption of transportation services, acts of God, or any other cause beyond the grantee's control, United Arts shall be obligated to pay that portion of the amount stated above to the grantee to the extent that the grantee incurred expenses or obligations in connection with the activities, and only to the extent to which obligations could not otherwise be discharged due to the occurrence of one of the above circumstances; and the grantee shall reimburse to United Arts any amount advanced by United Arts and not so expended or obligated to be spent to that extent stated herein.

5. Nondiscrimination

The grantee shall abide by federal regulations which bar discrimination on the basis of race, color, national origin, disability, age or sex and which require accessibility for persons with disabilities. The grantee shall conduct operations in compliance with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990 and, where applicable, Title IX of the Education Amendments of 1972.

6. Fair Labor Standards

The grantee shall comply with the labor standards set out in the "Labor Standards on Projects or Productions Assisted by Grants from the National Endowments for the Arts and Humanities" which provides for the following:

(a) All professional performers and related or supporting personnel employed on projects or productions which are financed in whole or in part under the grant shall be paid, without subsequent deduction or rebate on

any account, not less than the minimum compensation as determined by the Secretary of Labor to be the prevailing minimum compensation for persons employed in similar positions.

(b) No part of any project or production which is financed in whole or in part under the grant shall be performed or engaged in under working conditions which are unsanitary or hazardous or dangerous to the health and safety of the employees engaged in such project or production. Compliance with the safety and sanitary laws of the State in which the performance or part thereof is to take place shall be prima facie evidence of compliance.

7. Drug-Free Workplace

The grantee shall execute projects, productions, workshops and programs in accordance with the requirements of the Drug-Free Workplace Act of 1988.

8. Acknowledgement

The grantee shall acknowledge the support of United Arts according to the following terms.

(a) The grantee shall acknowledge United Arts with the appropriate credit line in all promotional materials, i.e., playbills, catalogues/brochures, newsletters, magazines, invitations, print advertisements, class and workshop promotional materials, media releases, flyers, posters, and websites.

(b) Credit shall be given to United Arts in proportion to the recognition given to sponsors with comparable funding. The acknowledgement shall take the form of the United Arts logo and credit line. In instances where space permits either the logo or credit line, the credit line shall have preference. For a link to logo files: https://drive.google.com/drive/folders/17ccLjwtnKfpUqBlbOrQKH1BOQXaQFy8h

(c) The credit line shall read: "Grantee/This program is supported by United Arts Wake County."

(d) The grantee shall be exempt from the logo and credit line acknowledgement requirements in the following instances: print advertisements less than 5" x 7", radio and television advertisements, letterhead, promotional gifts, and tickets.

(e) When printed programs are not used, verbal credit shall be given.

(f) The grantee shall reference United Arts via social media during the grant period. Please use #UnitedArtsWake, #WakeArts, and #Arts919 and tag **@UnitedArtsWake** on Twitter, Instagram, Facebook, and Threads.

9. Fundraising and Advocacy Support

The grantee shall actively support United Arts fundraising efforts, including but not limited to the following:

(a) The grantee shall write letters to Wake County Commissioners to thank them for appropriating funds for their grants and to inform them of their program activities and community impact.

(b) The grantee shall, if called upon, supply United Arts with a brief presentation about the grantee's work that was supported by this grant.

10. Reporting Requirements

The grantee shall report promptly and completely on United Arts grants to demonstrate financial and administrative stability and to maintain future funding eligibility. A late report, one received after the due date indicated below, is a violation of this contract. Future funding may be denied if a grantee fails to comply with the reporting requirements set forth herein.

The grantee shall submit to United Arts a final report for the period July 1, 2025 to June 30, 2026 by **July 10, 2026.** Link to the Final Report form: https://unitedarts.submittable.com/submit/e599b944-f196-4a50-b6a5-cd26a4b0bb5f/25-26-arts-for-towns-final-report

11. Notification and Publicity

(a) Grantees shall provide notification of any public event supported by this grant to United Arts.
(b) Grantees shall permit information about the grant-supported project to be included in publicity about Arts for Towns Grants.
(c) Grantees shall allow United Arts the right to publicize the grant award, and any subsequent work as a result of the award, including photographs and recordings of the project.
(d) Grantees should enter all public-facing events (performances, festivals, classes, etc.) to the county-wide arts calendar at https://unitedarts.org/calendar/. Grantees are also encouraged to submit their grant-supported programs to visitRaleigh.com's and CVNC's online calendars. For visitRaleigh.com, https://www.visitraleigh.com/events/submit-an-event/. For CVNC.org, calendar listings should be emailed to events@cvnc.org.

12. Program Evaluation

The grantee shall keep United Arts informed about grant-supported programs and activities. The grantee shall place **kschrader@unitedarts.org** and **jmcewen@unitedarts.org** on all appropriate press and emailing lists.

For evaluation and monitoring purposes, United Arts may request a site visit and should be provided by the Grantee two complimentary tickets to all productions/exhibition openings as related to the grant. If not a ticketed event, the grantee shall ensure United Arts receives an invitation in a timely manner.

13. Change in Tax-Exempt Status

The grantee agrees to notify United Arts immediately, in writing, of any changes to its tax-exempt or public charity status, or any such changes proposed by the Internal Revenue Service.

14. Other Conditions

(a) The relationship between United Arts and the grantee in connection with this grant is one of financial support only and is limited to the terms of this contract. The grantee is not an agent, an employee or a representative of United Arts and is not to undertake the funded activities as a joint venture with United Arts. The grantee shall not state or intentionally imply any agency, employee, representative or joint relationship with United Arts in any context, contractual or otherwise. To the extent allowed by North Carolina law, the grantee agrees to indemnify and save harmless United Arts from any and all claims of third parties heretofore and hereafter arising, known and unknown, which relate in any way whatsoever to this contract, including but not limited to, copyright infringement, injuries or damages and any other conduct, passive or active.
(b) The grantee shall not assign this contract or any part thereof without the prior express written consent of United Arts.
(c) It is hereby agreed that there shall be no additional liability of any kind upon United Arts beyond that agreed to herein.
(d) This contract shall be governed by the laws of the State of North Carolina. The venue for initiation of any action shall be Wake County, North Carolina.
(e) This written contract on these pages constitutes the whole contract between the parties hereto as to this grant and shall not be varied from, altered or amended to any degree whatsoever, except by written dated agreement, attached hereto and signed by an authorized, official of each party.
(f) The grantee agrees to comply with all terms of this contract. Acceptance of this grant award constitutes an obligation upon the grantee to fulfill the terms of this contract.

IN WITNESS WHEREOF, the parties affix their signatures to this contract on the date(s) indicated.

2025-2026 Arts for Towns Grantee

BY: Kevin Miller
Kevin Miller (Jun 16, 2025 09:34 EDT)
_____ 06/16/2025

Signature of Authorizing Official — Date

(Person authorized to sign on behalf of **The Town of Holly Springs**)

Kevin Miller

Typed/Printed Name and Title of above

United Arts Council of Raleigh and Wake County, Inc.

BY:
Jenn McEwen (Jun 16, 2025 09:57 EDT)
_____ 06/16/2025

Jennifer McEwen — Date

President & CEO, United Arts

25-26 Arts for Towns Agreement_Holly Springs

Final Audit Report 2025-06-16

Created:	2025-06-16
By:	Kelly Schrader (kschrader@unitedarts.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAy1Amifq3SElVQyIGJein6FTDULwH4o2k

"25-26 Arts for Towns Agreement_Holly Springs" History

Document created by Kelly Schrader (kschrader@unitedarts.org)
2025-06-16 - 1:31:04 PM GMT

Document emailed to kevin.miller@hollyspringsnc.gov for signature
2025-06-16 - 1:31:08 PM GMT

Email viewed by kevin.miller@hollyspringsnc.gov
2025-06-16 - 1:33:22 PM GMT

Signer kevin.miller@hollyspringsnc.gov entered name at signing as Kevin Miller
2025-06-16 - 1:34:04 PM GMT

Document e-signed by Kevin Miller (kevin.miller@hollyspringsnc.gov)
Signature Date: 2025-06-16 - 1:34:06 PM GMT - Time Source: server

Document emailed to Jenn McEwen (jmcewen@unitedarts.org) for signature
2025-06-16 - 1:34:08 PM GMT

Email viewed by Jenn McEwen (jmcewen@unitedarts.org)
2025-06-16 - 1:57:13 PM GMT

Document e-signed by Jenn McEwen (jmcewen@unitedarts.org)
Signature Date: 2025-06-16 - 1:57:32 PM GMT - Time Source: server

Agreement completed.
2025-06-16 - 1:57:32 PM GMT

Summary or Ordinance Changes for Sept. 16, 2025, Town Council

Grants and Special Revenue Fund Project Ordinance

Current Ordinance Appropriation	**$5,916,116**
United Arts Council Grant	$2,400
Grants and Special Revenue Fund Project Ordinance (25-29)	**$5,918,516**

Ordinance No. 25-29
Date Submitted: September 16, 2025
Date Adopted: September 16, 2025

Grants and Special Revenue Fund Project Ordinance
HOLLY SPRINGS, NORTH CAROLINA

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

SECTION I: The project authorized by this ordinance consists of general government projects funded by donations, grants, and local, state, and federal restricted funds.

SECTION II: The officers of this unit are hereby directed to proceed with the capital project within the terms of the budget contained herein.

SECTION III: The following amounts are appropriated for the project funds effective September 16, 2025

Grant and Special Revenue Fund	
Expenditures:	
Code Enforcement	2,816,041
General Government	2,501,011
Police	452,581
Parks and Recreation	106,383
Development Services	25,000
Public Works	12,500
Fire	5,000
Total	**5,918,516**

SECTION IV: The following revenues are anticipated to be available to complete these projects:

Grant and Special Revenue Fund	
Revenues:	
Transfers from General Fund	2,934,347
State Grants and Intergovernmental Funds	2,139,289
Miscellaneous Revenues	465,675
Federal Grants and Intergovernmental Funds	379,205
Total	**5,918,516**

SECTION V: The Finance Officer hereby directed to maintain within the project funds detailed accounting records.

SECTION VI: The Budget Officer is directed to include a detailed analysis of the past and future costs and revenues on this capital project in every budget submission made to the Town Council.

SECTION VII: The Town Manager or designee is authorized to amend expenditures within the fund for expenditures that are authorized per section I of this ordinance that do not change the total appropriation within the fund.

SECTION VIII: Copies of this capital project ordinance shall be furnished to the Clerk to the Town Council, and to the Budget Officer and the Finance Officer for direction in carrying out this project.

SECTION IX: All ordinances in conflict with this ordinance are hereby repealed or amended to reflect the controlling nature of this Ordinance.

The provisions of this ordinance shall become effective September 16, 2025, in accordance with the laws of the State of North Carolina.

Adopted this, the 16th day of September 2025.

Town of Holly Springs by

_____
Sean Mayefskie, Mayor

ATTEST:

_____
Linda McKinney, Town Clerk

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 11.

Consent Agenda
Title: Surplus of Firearm and Badge for Upcoming Police Department Retirement
Strategic Priority Area: Organizational Excellence
Staff Resource: Jay Bruner, Police

Action(s):
Adopt Resolution 25-40 authorizing the award of badge and sale of service sidearm to retiring police Captain Mike Patterson

Explanation:

- The surplus of a service weapon is often done in recognition of a retiring law enforcement officer.
- Captian Mike Patterson is retiring on September 30th 2025.

Background:

- North Carolina General Statute 20-187.2 permits the Town, upon request, to donate the badge and sell the service sidearm to a retiring law enforcement officer upon securing such a permit as required by law or without such a permit if the weapon has been rendered incapable of being fired.

Funding Source(s):
N/A

Attachment(s):
1. Resolution 25-40 surplus of badge and firearm to M. Patterson

Resolution No. 25-40
Date Adopted: September 16, 2025
Effective Date: September 30, 2025

TOWN OF HOLLY SPRINGS
RESOLUTION AWARDING BADGE AND SERVICE SIDEARM
TO RETIRING CAPTAIN MICHAEL PATTERSON

WHEREAS, NC GS 17F-20 provides that retiring members of municipal law enforcement agencies may receive, at the time of their retirement, the badge worn or carried by them during their service with the municipality; and

WHEREAS, NC GS 17F-20 further provides that the governing body of the municipal law enforcement agency may, in its discretion, award to a retiring member the service sidearm of such retiring members; and

WHEREAS, Michael Patterson has served the Holly Springs Police Department with over 20 years of service and will retire at the rank of Captain.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Holly Springs, North Carolina as follows:

That the Town Manager or his designee is hereby authorized, in accordance with the provisions of NC GS 17f-20, to transfer to Captain Micheal Patterson the badge worn by him during his service with the Holly Springs Police Department and his service sidearm, a Glock 47 MOS, Serial #CBSS872 with Holoson SCS Optic Serial #MS083010 Streamlight TLR-1HL Serial #127013.

Adopted by the Holly Springs Town Council on this, the 16th day of September, 2025.

Town of Holly Springs by

_____
Sean Mayefskie, Mayor

ATTEST:

_____
Linda C. McKinney, Town Clerk

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 12.

Consent Agenda
Title: Apex/Holly Springs/Cary Memorandum of Understanding for Regional Wastewater Engineering Studies
Strategic Priority Area: Growth Management & Economic Vitality
Staff Resource: Rachel Ingham, Utilities and Infrastructure, Kendra Parrish, Utilities and Infrastructure

Action(s):
Authorize the Town Manager to execute the Memorandum of Understanding for Engineering Studies on Regional Wastewater System Capacity Options with the Towns of Apex, Holly Springs and Cary in the amount of $200,000.

Explanation:

- The Town of Apex and the Town of Holly Springs are evaluating options for future wastewater capacity. Regional options with neighboring municipalities include utilizing available treatment capacity at the Western Wake Regional Water Reclamation Facility (Apex and Holly Springs) and/or the South Cary Water Reclamation Facility (Holly Springs). The Town of Cary may be able to support these requests, and all parties would like to evaluate whether it is feasible.
- Two engineering studies will be commissioned. Cary is the lead agency, and costs will be shared jointly between the three towns. Cary is responsible for procurement, contract management, compliance with procurement and data coordination. Holly Springs and Apex are obligated to provide requested data, participate in meetings and reimburse costs. All three towns will meet regularly to monitor progress and ensure compliance.
- One study will evaluate available wastewater capacity from a technical standpoint, including review of flow forecasts, flow and load characterizations, collection system needs, and permitting requirements. The second study will evaluate partnership models, costs, and regulatory considerations.
- The Memorandum of Understanding (MOU) does not obligate Holly Springs to pursue a regional wastewater agreement after the studies.

Background:

- The Town of Holly Springs (Town) is under design to upgrade the Holly Springs Utley Creek Water Reclamation Facility (UCWRF) to 8 million gallons per day (8 MGD). The Town was issued a National Pollutant Discharge Elimination System (NPDES) permit from the North Carolina Department of Environmental Quality (NC DEQ) to discharge up to 8 MGD of treated wastewater effluent into Utley Creek.
- Long-range planning initiatives such as the UCWRF Wastewater Master Plan, the Summary of Wastewater Flow Projections and Effluent Disposal Alternatives (Alternatives

Analysis), and the Comprehensive Plan Update show that wastewater needs of the town's growing population and economic development will exceed the 8 MGD threshold by the year 2035.

- The Alternatives Analysis and NC DEQ's Regional Water and Wastewater Concept Plan US421 Corridor study highlighted concepts for regionalization of wastewater treatment, including partnership in the Western Wake Regional Water Reclamation Facility currently co-owned by the Town of Cary and the Town of Apex and located to the west of the Holly Springs town limits.
- The South Cary Water Reclamation Facility, currently owned by the Town of Cary and located southeast of Holly Springs Town limits, may also provide an option for regional wastewater solutions beyond 8 MGD.
- A joint Council Work Session with the Cary and Holly Springs' Town Councils was held on August 26, 2025, to discuss the purpose and expected information for the engineering study.
- The total cost for completion of the two engineering studies is $400,000. Costs will be shared as follows:
    - Town of Apex (17%): $68,000
    - Town of Holly Springs (50%): $200,000
    - Town of Cary (33%): $132,000
- The cost share ratio has been determined based on Holly Springs looking at two (2) alternatives (Western Wake and South Cary), while Apex is looking to reconfigure their existing capacity only in Western Wake.

Funding Source(s):

Community Investment Plan - Utility PAYGO

Attachment(s):

1. Regional Wastewater Optimization Study MOU
2. HDR_Regional_System_Optimization_Study_Proposal_07.21.2025
3. Jacobs - Regional System Optimization Study Scope_FINAL

Engineering Study for Regional Wastewater System Capacity Options
MEMORANDUM OF UNDERSTANDING (MOU)
FUNDING AGREEMENT
By and Between

TOWN OF APEX

AND

TOWN OF HOLLY SPRINGS

AND

TOWN OF CARY

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made by and between the Town of Apex, a North Carolina municipal corporation ("Apex"), Town of Holly Springs, a North Carolina municipal corporation ("Holly Springs") and the Town of Cary, a North Carolina municipal corporation ("Cary"), each additionally referred to herein as either a "Party", and collectively as the "Parties," with the objective of Apex and Holly Springs reimbursing Cary the expense of obtaining engineering studies to evaluate the feasibility of supporting additional wastewater capacity needs for Apex and Holly Springs at the Western Wake Regional Water Reclamation Facility ("WWRWRF") and for Holly Springs at the South Cary Water Reclamation Facility ("SCWRF").

WHEREAS, it is the mutual interest of all Parties to evaluate wastewater regionalization and utilization of resources and personnel from all Parties will maximize the opportunity for a successful program; and

WHEREAS, the Parties have collaborated to develop a scope of services for engineering studies to evaluate the feasibility of supporting additional wastewater capacity needs of Apex and Holly Springs using the existing WWRWRF owned and operated by Cary and Apex, and the SCWRF owned and operated by Cary; and

WHEREAS, N.C.G.S 160A-461 authorizes one or more units of local government to enter into agreements with each other in order to execute any undertaking; and

WHEREAS, for the mutual benefit of the Parties and in the spirit of collaboration, the Parties wish to memorialize their understanding of the intentions and roles of each for the funding of the engineering studies to address long term wastewater capacity needs for Cary, Apex, and Holly Springs.

NOW THEREFORE, the Parties hereby state their intent and understanding as follows:

1. Areas of Collaboration

Apex and Holly Springs have each expressed interest in planning for the future by utilizing treatment capacity at the WWRWRF (Apex and Holly Springs) and/or the SCWRF (Holly Springs). Cary may be able to support this request, and all parties would like to evaluate whether it is feasible.

This feasibility assessment will be conducted through engineering studies ("Studies" or individually "Study"). Two Studies will be commissioned and Cary is the lead agency to

procure the Studies. One will evaluate available wastewater capacity from a technical standpoint, including review of flow forecasts, flow and load characterizations, collection system needs, and permitting requirements and is further described in Attachment A. The second Study will evaluate partnership models and costs as well as regulatory issues and is further described in Attachment B. The Studies will proceed concurrently.

Upon completion of the Studies, the Parties will determine whether there is a mutual interest in moving forward with agreements to provide wastewater treatment capacity for Holly Springs at WWRWRF and/or SCWRF and additional wastewater treatment capacity for Apex at WWRWRF.

The combined Not To Exceed (NTE) cost for the Studies is four hundred thousand dollars ($400,000.00).

2. Agency Responsibilities

2.1 Joint Responsibilities

The Parties shall mutually agree to work together to do the following:

a. Participate in meetings with the engineering consultants chosen by Cary to perform the Studies

b. Provide data requested by engineering consultants necessary to complete the Studies

c. Review documents generated by engineering consultants

2.2 Town of Cary

a. Select and contract with engineering consultants to perform the Studies with a scope of work based on and substantially similar to Attachments A and B, with the Cary being responsible for compliance with Article 3D N.C.G.S. § 143.

b. Manage engineering contracts, schedules, and invoice payments

c. Manage data collection, project schedule, and coordination between engineering consultants and Parties

2.3 Town of Apex

a. Reimburse Cary for seventeen percent (17%) of the total cost of the Studies upon completion of the Studies and within thirty (30) days of receipt of an invoice from Cary, up to a maximum of $68,000 total for both Studies.

2.4 Town of Holly Springs

a. Reimburse Cary for fifty percent (50%) of the total cost of the Studies, upon completion of the Studies and within thirty (30) days of receipt of an invoice from Cary, up to a maximum of $200,000.

3. Implementation and Duration of the MOU

This MOU is effective upon full execution by the Parties and will remain in force for a period of one (1) year from the date of execution by the last Party to sign.

Should Apex or Holly Springs fail to fulfill in a timely and proper manner the obligations under this MOU for any reason, Cary shall have the right to terminate this MOU by giving written notice to Apex and/or Holly Springs and termination will be effective upon receipt. In the event of termination, Apex and Holly Springs will only be obligated to reimburse Cary for their respective percentages (designated in Paragraphs 2.3 and 2.4) of the work completed on the Studies at the time of termination. In the event Cary fails to fulfill its obligations as set forth in this MOU, either Apex or Holly Springs may terminate this MOU and shall have no obligation to reimburse Cary.

4. Meetings

To accomplish these objectives, Parties shall meet at a frequency agreeable to Parties for the purposes of program planning and monitoring, evaluating outcomes, and to review and ensure that each Party is in compliance with this MOU.

5. Notice

All notices or other communications arising hereunder shall be sent to the following:

Town of Cary	Town of Apex	Town of Holly Springs	
Attn: Jamie Revels, P.E., Utilities Director Cary, NC 27512 Phone: 919-469-4303 Email: Jamie.Revels@carync.gov	Attn: Jonathan Jacobs, P.E., Assistant Water Resources Director Phone: 919-372-7506 Email: Jonathan.Jacobs@apexnc.org	Attn: Kendra Parrish, P.E., Executive Director of Utilities and Infrastructure Services Phone: 919-557-3935 Email: Kendra.parrish@hollyspringsnc.gov	

6. Limited Assignment/Delegation

This MOU is applicable to the Parties and their successors and permitted assigns. No Party shall assign or transfer their respective rights or interests in this MOU, nor delegate their respective duties under MOU, without the written consent of the other Parties.

7. Amendment

Any amendment to this MOU must be in writing, signed by all Parties, and executed with the same formality and approvals as this MOU.

8. No Third-Party Beneficiaries

This MOU is not intended for the benefit of any third party. The rights and obligations contained herein belong exclusively to the Parties hereto and shall not confer any rights or remedies upon any person or entity other than the Parties hereto.

9. Jurisdiction. The MOU is made in the State of North Carolina and shall be governed by the substantive provisions of North Carolina law. The Parties agree that any legal action or proceeding with respect to the MOU shall be brought exclusively in the State courts of Wake County, North Carolina.

10. Non-Discrimination

To the extent permitted by law, neither Party, their officers, employees, contractors, agents, successors, or permitted assigns, shall discriminate against any member of a protected class as defined by federal, state, or local law, including Wake County Code of Ordinances Section 34.01.

11.Further Assurances. The Parties agree that they will cooperate to execute and deliver, or cause to be delivered, all such other instruments, and will take all such other actions, as the relevant Party reasonably requests from time to time in order to effectuate the provisions and purposes of the MOU.

12. No Waiver of Immunity. Nothing in the MOU shall be construed to mandate purchase of insurance by any Party pursuant to N.C.G.S. § 160A-485 or to in any way waive any Party's defense of governmental immunity from any cause of action alleged or brought against any Party for any reason if otherwise available as a matter of law. No officer, agent, or employee of any Party shall be subject to any personal liability by reason of the execution of the MOU or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute the MOU in their official capacities only, and not in their individual capacities. This Paragraph shall not relieve any such officer, agent, or employee from the performance of any official duty provided by law.

13. Performance of Government Functions
Nothing contained in this MOU shall be deemed or construed so as to restrict or inhibit any Party's police powers or regulatory authority.

14. Pre-Audit Requirement. If Parties are expending funds pursuant to the terms of this MOU, this MOU has not been fully executed and is not effective until the Preaudit Certificate (if required by N.C.G.S. § 159-28) has been affixed and signed by the appropriate finance officer or deputy finance officer.

15. Execution. The Parties represent and warrant that the individual(s) signing the MOU have the right and authority to do so. The MOU may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same. Electronic signature is a valid method of execution. Cary may convert a signed original of the MOU to an electronic record pursuant to a North Carolina Department of Natural and Cultural Resources (or successor agency) approved procedure and process for converting paper records to electronic records for record retention purposes. Such electronic record of the MOU shall be deemed for all purposes to be an original signed MOU.

16. Incorporation of Documents/Complete MOU
This MOU, and any documents incorporated below, represent the entire MOU between the parties and suspend all prior oral or written statements, agreements, or contracts between the Parties.

Specifically incorporated into this MOU are the following attachments, or if not physically attached, are incorporated fully herein by reference:

Attachment A – Scope of Work and Cost Estimate for First Engineering Study provided by HDR Architecture, Inc., subject: "Regional Wastewater Partnerships Evaluation (Project), dated July 21, 2025.
Task 1 – Cary, Apex Baseline Partnership Model – WWRWRF

Task 2 – Cary, Apex, Holly Springs Partnership Model – WWRWRF
Task 3 – Cary, Apex, Holly Springs Partnership Hybrid Model – WWRWRF
Task 4 – Cary, Holly Springs Customer Model – SCWRF
Task 5 – IBT Evaluation and Strategy
Task 6 – Scenario Consensus Workshop
Task 7 – Update Operations, Ownership, and Management Agreement
Task 8 - Project Management
Compensation to the Professional shall be on a lump sum basis for a total contract not to exceed the value of $200,000.

Attachment B – Scope of Work and Cost Estimate for Second Engineering Study provided by Jacobs Engineering Group, Inc., labeled "Town of Cary – Regional System Optimization Study."
Task 1 – Forecast of Future Flows
Task 2 – Wastewater Characterization
Task 3 – Forecast of Future Loads
Task 4 – Wastewater Infrastructure Conceptual Plan
Task 5 – Environmental Permitting
Compensation to the Professional shall be on a lump sum basis for a total contract not to exceed the value of $200,000.

For the purposes of this MOU, Attachment A and Attachment B represent the scope of work to be completed as part of the Studies that are the subject of the MOU. The Parties recognize that Apex and Holly Springs have no contractual relationship with the entities performing the Studies and are not bound by the terms of any agreement between Cary and said entities.

The remainder of this page remains blank intentionally.

IN WITNESS WHEREOF, Parties have executed the foregoing with the signature(s) of their duly authorized Town Manager or Designee.

Town of Apex

By: _____
(signature)

Name:
(typed or printed name)

Title:

Date:

This instrument has been preaudited in the manner required by Local Government Budget and Fiscal Control Act.

_____ _____
Finance Officer Date

Town of Holly Springs

By: _____
(signature)

Name:
(typed or printed name)

Title:

Date:

This instrument has been preaudited in the manner required by Local Government Budget and Fiscal Control Act.

_____ _____
Deputy Finance Officer Date

Town of Cary

By: _____
(signature)

Name:
(typed or printed name)

Title:

Date:

This instrument has been preaudited in the manner required by Local Government Budget and Fiscal Control Act.

_____ _____

July 21, 2025

Ms. Corrie Bondar, PE
Town of Cary Utilities Department
Utilities Engineering Division
316 N. Academy St.
Cary, North Carolina 27513

Subject: Regional Wastewater Partnerships Evaluation (Project)

Dear Ms. Bondar,

The Town of Cary (Cary), Town of Apex, and Town of Holly Springs have been working collaboratively over the last several months to develop the initial strategy and concepts to achieve the objectives of enhanced regional utility collaboration to maximize available and planned wastewater treatment capacity at the Western Wake Regional Water Reclamation Facility (WWRWRF) and the South Cary WRF (SCWRF). Building on this collaboration, HDR Engineering, Inc. of the Carolinas (HDR, Professional) will continue to work with the three Towns to further define and evaluate the range of partnership models for shared wastewater treatment capacity, as well as identify and define the regulatory challenges associated with the potential partnerships and the required movement of wastewater across the respective service areas and river basin boundaries. The three general partnership models currently under consideration include:

- Partnership Buy-in Model: partner ownership with a buy-in to the existing facility capacity and a share in future expansion costs. The agreement would specify ownership responsibility, including ongoing costs for both capital projects and operations and maintenance.
- Customer Model: lease of facility capacity, not ownership of capacity. The lease rate would include a capital charge for capacity plus proportional operating costs allocated on a per-gallon basis. The agreement would specify flow and load surcharges above the agreed-upon capacity and per-gallon costs.
- Hybrid Model: a combination of the partnership buy-in and customer model, where a customer model can be used on an interim basis until a future capacity expansion is undertaken, and a partner can elect to buy-in for an ownership share of the expansion capacity.

Service for the Project will be completed under the Professional's On-call Engineering Services Master Agreement, executed on April 15, 2025. The Professional has identified the following tasks, in collaboration with Cary staff, to support achieving the project objectives.

Task 1 – Cary, Apex Baseline Partnership Model - WWRWRF

The Professional will evaluate an updated Partnership model for Cary and Apex's current Partnership in the WWRWRF. The evaluation will include an increase in the overall permitted capacity of WWRWRF from 18 MGD to 24 MGD. The Professional will develop a cost allocation model based on capital cost information provided by the Cary for the following facilities:

- WWRWRF (including treatment works, biosolids facilities, effluent pump station, and effluent pipeline)
- Beaver Creek Pump Station
- Beaver Creek Force Main
- West Reedy Branch Gravity Sewer

The cost model will adjust the original WWRWRF construction cost to current year dollars, accounting for inflation, interest costs, and depreciation, as well as integrate current expansion cost estimates. The cost model will be used to develop an analysis of the following two scenarios:

- Baseline Scenario 1
    - Cary - 50% of total WWRWRF 24 MGD Capacity (12 MGD)
    - Apex - 50% of total WWRWRF 24 MGD Capacity (12 MGD)
- Baseline Scenario 2
    - Cary - 54% of total WWRWRF 24 MGD Capacity (13 MGD)
    - Apex - 46% of total WWRWRF 24 MGD Capacity (11 MGD)

Task deliverables are outlined at the end of this scope of services, and will include for this task a cost allocation model, a section in the Regional Wastewater Partnership Evaluation TM, as well as meeting presentation materials related to the technical analysis.

Task 2 – Cary, Apex, Holly Springs Partnership Model - WWRWRF

The Professional will evaluate a Partnership model for Cary, Apex, and Holly Springs for capacity sharing in the WWRWRF. The evaluation will include an increase in the overall permitted capacity of WWRWRF from 18 MGD to 30 MGD. The Professional will develop a cost allocation model based on capital cost information provided by the Cary for the following facilities:

- WWRWRF (including treatment works, biosolids facilities, effluent pump station, and effluent pipeline)

The cost model will adjust the original construction cost to current year dollars, accounting for inflation, interest costs, and depreciation, as well as integrate current

expansion cost estimates. The cost model will be used to develop an analysis of the following three scenarios:

- Cary, Apex, Holly Spring Partnership Scenario 1
  - Cary - 50% of total WWRWRF 30 MGD Capacity (15 MGD)
  - Apex - 40% of total WWRWRF 30 MGD Capacity (12 MGD)
  - Holly Springs - 10% of total WWRWRF 30 MGD Capacity (3 MGD)
- Cary, Apex, Holly Spring Partnership Scenario 2
  - Cary - 47% of total WWRWRF 30 MGD Capacity (14 MGD)
  - Apex - 40% of total WWRWRF 30 MGD Capacity (12 MGD)
  - Holly Springs - 13% of total WWRWRF 30 MGD Capacity (4 MGD)
- Cary, Apex, Holly Spring Partnership Scenario 3
  - Cary - 43% of total WWRWRF 30 MGD Capacity (13 MGD)
  - Apex - 37% of total WWRWRF 30 MGD Capacity (11 MGD)
  - Holly Springs - 20% of total WWRWRF 30 MGD Capacity (6 MGD)

Task deliverables are outlined at the end of this scope of services, and will include for this task a cost allocation model, a section in the Regional Wastewater Partnership Evaluation TM, as well as meeting presentation materials related to the technical analysis.

Task 3 – Cary, Apex, Holly Springs Partnership Hybrid Model - WWRWRF

The Professional will evaluate the Partnership Models from Tasks 2 and 3, adopting a hybrid approach that allows for a short-term sharing of capacity at a set capital capacity charge prior to full partnership capacity buy-in for a WWRWRF capacity expansion. The objective of the hybrid model is to bridge the gap between current and projected wastewater treatment needs and the timing of actual facility expansion requirements.

Task deliverables are outlined at the end of this scope of services, and will include for this task a cost allocation model, a section in the Regional Wastewater Partnership Evaluation TM, and meeting presentation materials related to the technical analysis.

Task 4 – Cary, Holly Springs Customer Model - SCWRF

The Professional will evaluate a Cary and Holly Springs Customer Model, which involves sharing capacity at SCWRF, with no capacity ownership, and with a capacity capital charge. This model will be reviewed for up to three flow volume scenarios for flow routed from Holly Springs to the SCWRF.

Task deliverables are outlined at the end of this scope of services, and will include for this task a cost allocation model, a section in the Regional Wastewater Partnership Evaluation TM, as well as meeting presentation materials related to the technical analysis.

Task 5 – IBT Evaluation and Strategy

Existing and proposed IBT legislation may limit the development of regional solutions. The Towns Cary and Apex hold a joint IBT certificate to transfer water from the Haw River Basin into the Neuse and Cape Fear River basins. The conveyance of wastewater flow from Holly Springs to the SCWRF has the potential to create additional complexity with regard to the Town's current IBT certificate. The Professional will evaluate the IBT limitations and strategy to potentially send Holly Springs flows to the SCWRF and WWRWRF, including the following tasks:

- Summarize Holly Springs water demands and wastewater flows routed to the Neuse River basin under all scenarios for which wastewater is routed to SCWRF, to determine the associated IBT volumes.
- Determine the maximum allowable Holly Springs flow that can be directed to the SCWRF without triggering an IBT certificate.
- For Cary and Apex, determine the forecast for both IBT and required water return to the Cape Fear River basin, including redirecting future Veridea flow to the Cape Fear River basin. This effort will build on the forecasts developed as part of the Long-Range Water Resources Plans for each Town.
- Evaluate the feasibility of amending the existing Cary and Apex IBT certificate to include Holly Springs as a co-applicant.
- Prepare a Cary, Apex, Holly Springs partnership IBT presentation for review by the Environmental Management Commission (EMC).

Task deliverables are outlined at the end of this scope of services and will include, for this task, a summary of projected IBT for Holly Springs associated with all partnership scenarios, future IBT for Cary and Apex, a section in the Regional Wastewater Partnership Evaluation TM, as well as meeting presentation materials related to the technical analysis.

Task 6 – Scenario Consensus Workshop

The Professional will facilitate a Scenario Consensus Workshop to define the flow and loading scenarios for WWRWRF and SCWRF that the Towns want to evaluate. The outputs of this workshop can be informed by Tasks 1-5, and will be an input to the technical evaluations for the WRFs and collection system being completed by Jacobs. The Professional will provide a workshop summary to summarize the output from this workshop.

Task 7 – Update Operations, Ownership, and Management Agreement

The Professional will draft updated or new Operations, Ownership, and Management Agreement(s) for WWRWRF and SCWRF based on the final selected partnership models for capacity sharing for each facility and each Town. The Professional will develop a key terms sheet for each agreement to gain consensus on the central terms

of each agreement before drafting or updating the agreement language. The starting point for the agreement(s) will be the current Cary and Apex WWRWRF Agreement.

Task 8 - Project Management

Project Kick-off Workshop

The Professional will conduct a two-hour Project Kick-off Workshop with Cary, Apex, and Holly Springs staff. This workshop will be used to review the Project objectives and scope, identify critical success factors, expected outcomes, and define how each town will be engaged as part of the Project, defining key team members from each Town organization. The project scope of services, schedule, and milestones, as well as coordination items, will be reviewed. A workshop summary will be prepared to document workshop topics and discussion.

Data Acquisition and Review

The Professional will review data provided by all Towns for previous projects to identify new or additional data requirements to support the Project. After the review, the Professional will develop a data request to include, but not limited to, the following general items:

- NPDES Permits for the WWRWRF, SCWRF, Utley Creek WRF, and the Middle Creek WRF.
- Projected flows and loads provided on a year-by-year basis to extend from 2030 to 2050 for Cary, Apex, and Holly Springs.
- Provide actual year-by-year flows and loads from the startup of WWRWRF until the current, with projections for Cary/Apex up to 2030.
- WWRWRF Master Plan (when complete)
- Utley Creek WRF Master Plan
- Current Cary/Apex Partner Arrangement
- Current Chatham County Partner Agreement
- Previous Durham County Wastewater Agreement

Upon receipt, the Professional will review, catalog, and prepare data for Tasks 2 through 5. Questions regarding the data received will be directed to the appropriate Town.

Project Management

The Professional will perform project management functions associated with the Project as identified below:

- Project management and controls activities, including managing scope, task goals, budget, schedule, and coordination among the Professional's team members.
- Coordination of activities with Cary.
- Attendance and preparation for monthly progress meetings with Cary.
- Monthly invoicing and progress reports.
- Maintain quality control program and deliverable review.

Project Meetings/Workshops and Deliverables

WORKSHOPS/MEETINGS

- Project Kick-off Workshop
- Two (2) Meetings with NCDWR
- One (1) EMC Meeting
- One (1) Scenario Consensus Workshop
- Two (2) Combined Town Meetings
- Two (2) Individual Meetings with Cary staff
- Two (2) Individual Meetings with Apex staff
- Two (2) Individual Meetings with Holly Springs staff

DELIVERABLES

- Data request memorandum
- Project Kick-off Workshop summary
- Scenario Consensus Workshop summary
- Draft and Final Wastewater Regional Partnership Evaluation Technical Memorandum (TM)
- Draft WWRWRF Operations, Ownership, and Management Partnership Agreement
- Draft SCWRF Operations, Ownership, and Management Partnership Agreement

Project Assumptions

In addition to task-specific assumptions documented above within individual scope of services tasks, this scope and fee are based upon the following general assumptions:

- All Draft and Final TM's and Agreements will be electronically submitted.
- Review of Draft deliverables will occur over a two (2) week period.
- All workshops/meetings will be two (2) hours in length and held at Town (Cary, Apex, or Holly Springs) offices, a virtual meeting option will be included for the Professional's out of town team members.
- The current WWRWRF Agreement provides a starting point for terms and conditions for the development of the updated or new Agreement(s).
- The Towns will provide their own independent Legal review of the Agreement(s); the Agreement(s) will be considered Draft and only finalized after the Towns' Legal review. The Towns will be responsible for finalizing the Agreement(s), gaining Town Council approvals, and facilitating the execution of those agreements.
- No cost estimating will be required for this scope of services; Cary will provide input on current WWRWF and SCWRF valuations and expansion costs.
- Operating expenses, operating (per 1,000 gallon) charges, and flow and load surcharges have already been defined by Cary's financial modeling efforts and will be provided as input to this scope of services.

Schedule

The term for this scope of services is approximately 8 months from notice to proceed.

Compensation

Compensation to the Professional shall be on a lump sum basis for a total contract not to exceed the value of $200,000. A breakdown of fees by task is provided in Table 1. If additional services are required to support the scope of services, the Professional will use the rate table established by the Professional's On-call Engineering Services Master Agreement, executed on April 15, 2025.

TABLE 1
Project Compensation, by Task

Project Task	HDR Labor Hours	HDR Labor Costs	Expenses	Task Total
Task 1 – Cary, Apex Baseline Partnership Model - WWRWRF	88	$25,200	$100	$25,300
Task 2 – Cary, Apex, Holly Springs Partnership Model - WWRWRF	90	$25,800	$100	$25,900
Task 3 – Cary, Apex, Holly Springs Partnership Hybrid Model - WWRWRF	48	$14,400		$14,400
Task 4 – Cary, Holly Springs Customer Model - SCWRF	90	$25,800	$100	$25,900
Task 5 – IBT Evaluation and Strategy	157	$38,000	$200	$38,200
Task 6 – Scenario Consensus Workshop	30	$7,100	$100	$7,200
Task 7 – Update Operations, Ownership, and Management Agreement	136	$39,400		$39,400
Task 8 – Project Management	98	$23,500	$200	$23,700
Project Total	**737**	**$199,200**	**$800**	**$200,000**

Thank you again for the opportunity to support Cary, Apex, and Holly Springs on this important project. Our team looks forward to getting started.

Sincerely,
HDR Engineering, Inc. of the Carolinas

Adam Sharpe
Project Manager

Jonathan Henderson, PE
Senior Vice President

Regional System Optimization Study

Scope of Services

Overview

Cary, Apex and Holly Springs have begun discussions to consider wastewater capacity options for Holly Springs. At this time, Cary understands that Holly Spring's wastewater flow request will be approximately 4.0 to 6.0 MGD of maximum month wastewater capacity by 2030 to 2032.

The two potential treatment locations considered for this analysis are the Western Wake Regional Water Reclamation Facility (WWRWRF) and South Cary Water Reclamation Facility (SCWRF).

Western Wake Regional Water Reclamation Facility

The WWRWRF was originally designed, permitted, and constructed as an 18.0 MGD facility. The plant became operational in August 2014 and is currently operating at an average daily flow of approximately 7.0 MGD, with growth occurring particularly in the Apex service area.

A Master Plan for the expansion of WWRWRF is currently underway, and paths forward for expansion include:

- The WWRWRF permit allows expansion to a maximum of 30.0 MGD
  - Expansion Option 1: WWRWRF, 18.0 MGD to 24.0 MGD
  - Expansion Option 2: WWRWRF, 18.0 MGD to 30.0 MGD
- WWRWRF effluent pump station and pipeline, designed for 30.0 MGD with increase in pump/motor capacity
- WWRWRF expansion will not be available to receive increased flow until 2031 or later

South Cary Water Reclamation Facility

- SCWRF is currently permitted to 12.8 MGD
- The SCWRF permit allows expansion to a maximum of 16 MGD
- No expansion at SCWRF is anticipated within the planning window of this evaluation.

Conveyance

Major conveyance infrastructure related to the two WRF's includes:

- Beaver Creek Pump Station (BCPS), no expansion planned
- Beaver Creek Force Main (BCFM), no expansion planned
- West Reedy Branch Interceptor, no expansion planned
- Camp Branch Interceptor, no expansion planned

Cary has requested that Jacobs Engineering Group Inc. ("Jacobs") complete an analysis of the infrastructure that will be required to convey and treat the potential flow from Holly Springs. This is anticipated to include new pump station or expansion recommendations,

conveyance pipeline recommendations, high-level pipeline route mapping, and planning collaboration with municipalities.

Project Tasks

Project Management

Project management activities include managing the project scope, budget, schedule, safety and quality control, and coordination among Jacobs team members.

Kick-Off Workshop

The purpose of the kick-off workshop is to plan and document the steps necessary to successfully deliver the project, to create a framework for the team that establishes collaborative working relationships between Project Partner's staff (Cary and Apex), the Holly Springs staff and the Jacobs team, and to develop a process which responds completely to the municipalities' needs.

Jacobs will facilitate the kick-off workshop which will include Team chartering to obtain commitment from the team members and agreement of the project objectives. During this kick-off meeting, Jacobs will facilitate a discussion on the approach, collaborate on strategic goals and critical success factors for the project, and agree on the time frame for the work. At the kick-off workshop, Jacobs will confirm team member roles and establish communication protocols and points of contact. A summary of the workshop will be developed and distributed to attendees within a week of the workshop. Jacobs will use the goals, objectives and decisions from this workshop as guidance while executing project tasks.

An initial request for information will be submitted to Cary no later than at the kick-off meeting. The data request will be revised after the kick-off if necessary.

Meetings and Workshops:

- Kick-Off workshop (Workshop 1)
- Monthly check-in meetings for Project Management

Deliverables:

- Meeting minutes (draft and final)
- Request for Information
- Monthly status reports and invoices

Assumptions:

- Kick-off meeting will be held at WWRWRF and will be attended by up to 4 members of the Jacobs team
- Kick-off meeting will last 2 hours
- Cary will coordinate requests for information

Task 1 – Forecast of Future Flows

Jacobs will determine the potential flows that can be conveyed from Holly Springs to WWRWRF and SCWRF over the next 20 years. Jacobs will use the flow projections already developed for Cary and Apex, and which are currently being used as the basis for the WWRWRF Master Plan. This flow data will be added to with Holly Springs flow projection. The flow data will be presented in tabular and graphical format and will be used to help determine timeframes for the potential plant expansion and facility expansion.

Task 1 Workshops:

- Workshop 2 to discuss historic/current flows and loads, and future flows

Task 1 Deliverables:

- Flow projection summary
- Workshop meeting notes (high level summary)

Task 1 Assumptions:

- Flow projections for Cary and Apex will be as previously provided by HDR
- Holly Springs will provide a current flow projection, including how the flow is spatially assigned
- Holly Springs will provide a copy of the current wastewater master plan
- No analysis of projection or development method is required

Task 2 – Wastewater Characterization

Historical influent and effluent wastewater data such as flows, pollutant concentrations, and operational data will be collected, and Jacobs will analyze these data to develop influent water quality parameters for use in the project. At a minimum, BOD5, TSS, TP, TN, NH3, NOx, TKN will be characterized.

Data will be tabulated for each partner including potential industrial loading from Holly Springs. The tabulated data will include:

1. Domestic Only wastewater characterization
    a. Cary
    b. Apex
    c. Holly Springs domestic only
2. Holly Springs domestic and industrial characterization
    a. Cary
    b. Apex
    c. Holly Springs domestic only
    d. Holly Springs industrial

In addition to the load projection, Jacobs will work with staff to define and document the design and performance criteria that will be used throughout the project.

Task 2 Workshops:

- No specific workshop for Task 2. Workshop 3 under Task 3 includes discussion of wastewater characterization and future loads.

Task 2 Deliverables:

- Summary of wastewater characterization to be provided with Workshop 3 summary.

Task 2 Assumptions:

- Influent and effluent data from the Master Plan project will be used
- Holly Springs will provide influent and effluent data for Utley Creek WRF and that data is available in electronic format (MS excel preferred)
- Holly Springs will provide industrial characterization for use in the study
- No supplemental sampling will be required

Task 3 – Forecast of Future Loads

Jacobs will use the results of Tasks 1 and Task 2 to prepare a forecast of future loads. Jacobs will develop load projections for SCWRF and WWRWRF for the following flow scenarios:

1. Domestic Only wastewater characterization
    a. Cary: WWRWRF, SCWRF
    b. Apex: WWRWRF
    c. Holly Spring domestic only: WWRWRF, SCWRF
2. Holly Springs domestic and industrial characterization
    a. Cary: WWRWRF, SCWRF
    b. Apex: WWRWRF
    c. Holly Spring domestic only: WWRWRF, SCWRF
    d. Holly Spring industrial: WWRWRF, SCWRF

Jacobs will tabulate forecasts of future loads from each partner.

Task 3 Workshops:

- Workshop 3: Discuss waste characterization for historic/current conditions, and future conditions. Discussion of forecasted future loads

Task 3 Deliverables:

- Load projection summary including design and performance criteria as well as flow projection and wastewater characterization from Tasks 1 and 2.

Task 3 Assumptions:

- High-level mapping of the conveyance, pump stations, and easements will be presented for preliminary planning purposes.

Task 4 – Wastewater Infrastructure Conceptual Plan

Taks 4.1 – Flow and Load Allocation

In this sub-task Jacobs will complete a conceptual analysis of where flow could be allocated/re-allocated based on plant capacities and timelines. It is anticipated that up to three scenarios will be developed, which will be discussed with the Partners on a conference call before moving to Task 4.2.

Task 4.2 – Infrastructure Plan

Treatment Facilities

Jacobs will use existing wastewater process models developed during the WWRWRF Mater Plan to assess the expansion requirement to expand WWRWRF from 18.0 MGD to up to 30.0 MGD. It is assumed that MBR technology will be used.

Jacobs will prepare a high-level summary of the infrastructure required for expansion and cost estimates for liquids and solids expansion for the 30.0 MGD scenario.

For SCWRF, Jacobs will use the existing wastewater process model to assess the impact on the facility of receiving flow/load from Holly Springs.

Conveyance Facilities

Additional conveyance infrastructure would be required to convey Holly Springs flow to either SCWRF or WWRWRF. Jacobs will review existing infrastructure for each partner and make recommendations for opportunities to connect the systems to allow flow to either WWRWRF or SCWRF.

At a high level, Jacobs will determine the required wastewater infrastructure to convey Holly Springs flow to either WWRWRF or SCWRF, and will determine preliminary sizing and route option, and will develop preliminary cost estimates.

As part of this exercise, Jacobs will assess whether any local developer pump stations can be removed as more regional facilities are added.

The findings of the task will be documented in a conceptual plan. The conceptual plan will include high-level mapping, recommendations for routing and facility upgrades, and planning level cost estimation.

Task 4 Workshops:

- Workshop 4 (if needed): Discussion of any existing infrastructure concepts from Holly Springs
- Workshop 5: Discussion of draft conceptual infrastructure plan, presentation of recommendations, collection of initial reactions and comments from participants.
- Workshop 6: Discussion of final conceptual infrastructure plan, collection of comments from Partners to finalize the recommendations

Task 4 Deliverables:

- Technical memorandum (draft and final) on flow, loads, infrastructure options and recommendations, including route mapping and cost estimates.

Task 4 Assumptions:

- Existing model and cost estimates from the WWRWRF Master Plan will be used to the 24 MGD expansion.
- No process modeling assessment of the capacity of SCWRF will be made. Capacity assessment with use sampling data already available.
- Addition of flow to SCWRF will be within existing capacity. If it appears that expansion would be required, high-level recommendations will be made.
- Conveyance route alignments will be high-level. Detailed evaluation of existing easements, and land ownership is not required.
- Cost estimates will be Class V as defined by the Association for the Advancement of Cost Engineering International.

Task 5 – Environmental Permitting

Jacobs will identify, at a high level, potential environmental permitting requirements needed to accomplish the routing identified in Task 4. This will incorporate the buffer permits and USACE obligations at WWRWRF.

Task 5 Meetings:

- No separate meetings required as part of this task.

Task 5 Deliverables:

- List of potential permits, incorporated in the Technical Memorandum in Task 4.

Task 4 Assumptions:

- Permit considerations will be based on information provided by the partners or readily available databases, such as state GIS records.

OVERALL ASSUMPTIONS

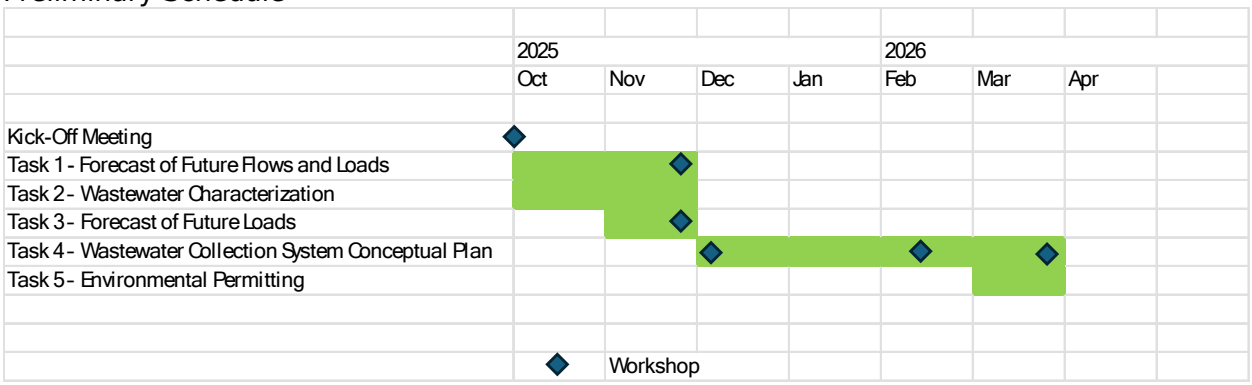
- The results of Tasks 1 through 5 will be compiled into an overall Technical Memorandum.
- All deliverables will be electronic (PDF) format.

- In-person workshops shall be held at Cary or Holly Springs facilities.
- Jacobs will reasonably rely upon the accuracy, and completeness of the information/data provided by the Client or other third parties.
- Cost estimates prepared in this scope are subject to changes in both technical detail and market conditions. As such, the Engineer does not warrant that construction costs will not vary from the prepared estimates. Cost estimates will be Class V as defined by the Association for the Advancement of Cost Engineering International and intended for alternative screening purposes.
- No services included for design, bidding, or construction for any of the facilities discussed within this evaluation.

SCHEDULE

This project schedule is subject to Cary staff availability for meetings and workshops. All deliverables shall be completed within the review and feedback durations noted above. It is anticipated that this project will be completed within 6 months of written notice to proceed.

FIGURE 1
Preliminary Schedule



COMPENSATION

Compensation by Cary to Jacobs will be on a time and materials basis with a not to exceed basis, for an amount of $200,000 inclusive of all labor and expenses fees for Task PM through 5, as summarized in Table 2. Jacobs shall not incur costs in excess of this fee without advance written authorization from the Town.

TABLE 1
Compensation Summary Table

Task	Hours	Estimated Fee
Project Management Tasks/Kick-off meeting	124	$29,500
Task 1 - Forecast of Future Flows and Loads	64	$13,300
Task 2 – Wastewater Characterization	64	$11,000
Task 3 – Forecast of Future Loads	52	$10,100
Task 4 – Wastewater Collection System Conceptual Plan	660	$127,200
Task 5 – Environmental Permitting	24	$5,100
Expenses		$3,800
Total		**$200,000**

The labor schedule for the job classifications of Jacobs personnel required to perform shall be in accordance with the rate table below.

TABLE 2
Hourly Rate Table

Jacobs Job Classification	2025 Hourly Rate*
Principal Manager / Vice President / Subject Matter Expert - 5	$310
Technologist / Subject Matter Expert - 4	$285
Technologist / Subject Matter Expert - 3	$270
Technologist / Subject Matter Expert - 2	$250
Technologist / Subject Matter Expert - 1	$240

Sr. Project Manager / Design Manager / Construction Manager - 5	$255
Sr. Project Manager / Design Manager / Construction Manager - 4	$230
Project Manager / Design Manager / Construction Manager - 3	$215
Project Manager / Design Manager / Construction Manager - 2	$190
Project Manager / Design Manager / Construction Manager - 1	$170
Engineer / Architect / Consultant - 7	$215
Engineer / Architect / Consultant - 6	$205
Engineer / Architect / Consultant - 5	$190
Engineer / Architect / Consultant - 4	$175
Engineer / Architect / Consultant - 3	$150
Engineer / Architect / Consultant - 2	$130
Engineer / Architect / Consultant - 1	$115
Engineer / Architect / Consultant - 0	$95
Designer / RPR - 6	$170
Designer / RPR - 5	$150
Designer / RPR - 4	$135
Designer / RPR - 3	$120
Designer / RPR - 2	$110
Designer / RPR - 1	$100
Designer / RPR - 0	$85
Project Coordinator / Admin Staff - 3	$120
Project Coordinator / Admin Staff - 2	$105
Project Coordinator / Admin Staff - 1	$85

**Labor rates will be escalated 3% per year on January 1st, starting in 2026*

The labor schedule for the job classifications of Jacobs personnel required to perform the work on a time and materials basis is provided above. The codes and classifications are a representative sample of potential categories that may be utilized in the implementation of this scope of work. Each employee shall be billed in accordance with their designated job classification.

Direct expenses incurred by Jacobs' personnel as part of this scope of work, including – but not limited to – travel, postage, mileage (at IRS allowable rates), and printing will be billed at cost. The use of subconsultants is not anticipated as part of this Task Order. However, where applicable, subconsultant invoices submitted through Jacobs will be billed to the Town with a 10% markup.

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 13.

Consent Agenda
Title: Duke Friendship Substation (Deer Path Rd.) Voluntary Annexation A25-07
Strategic Priority Area: Growth Management & Economic Vitality
Staff Resource: Sarah Sularz, Development Services

Action(s):
Adopt Resolution 25-39 directing the Town Clerk to investigate the sufficiency of annexation petition A25-02, and setting the public hearing for September 16, 2025.

Explanation:

- The Town has received a petition for voluntary annexation of 51.057 +/- acres.
- The property is located at Deer Path Road and is owned by Duke Progress Energy.
- The majority of the parcel is in the Town's Extraterritorial Jurisdiction (ETJ) and is contiguous with the Town Limits. A small portion of the property is in Wake County jurisdiction only and not in the ETJ.
- The annexation must occur prior to consideration of rezoning for the portion of the parcel in Wake County jurisdiction.
- The parcel is being annexed with the rezoing and development plan for the Duke Energy Substation.
- Staff requested feedback from all departments and no concerns were raised.

Background:

- Pursuant to NCGS 160A-31(c) Council is required, upon receiving a petition for annexation, "to cause the clerk of the municipality to investigate the sufficiency thereof and to certify the result of the investigation and to fix a date for a public hearing on the question of annexation."

Funding Source(s):
N/A

Attachment(s):
1. A25-07 Map
2. A25-07 Resolution of Sufficiency

Annexation Information

Annexation Number

A25-07

Total Acres

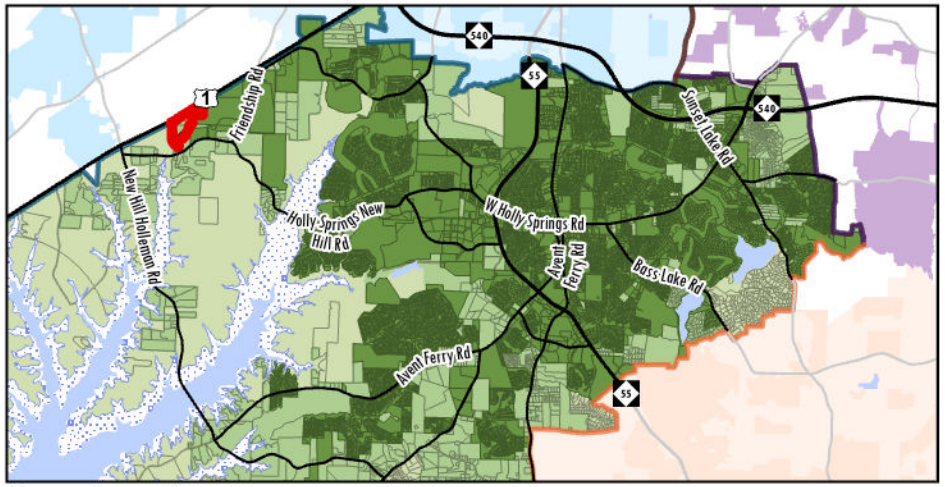
51.057 +/- | Deed Acres

Property Address

Deer Path Rd

Contiguous to Town Limits

■ Yes ☐ No



Town Location Map

Property Location Map

Holly Springs
Town Limits
ETJ

Apex
Town Limits
ETJ

Fuquay-Varina
Town Limits
ETJ

Cary
Town Limits
ETJ

Subdivision

Apex/Cary Annexation Agreement

Apex/Holly Springs Annexation Agreement

Cary/Holly Springs Annexation Agreement

FV/Holly Springs Annexation Agreement

Shearon Harris Lake

Future Lake Level

Parcels

Resolution No. 25-39
Date Adopted: September 16, 2025
Annexation No.: A25-07

RESOLUTION OF THE HOLLY SPRINGS TOWN COUNCIL DIRECTING THE TOWN CLERK TO INVESTIGATE A PETITION RECEIVED UNDER G.S. 160A-58 AND FIXING THE DATE OF A PUBLIC HEARING ON THE QUESTION OF ANNEXATION

WHEREAS, a petition requesting annexation of an area described in said petition was received by the Town of Holly Springs; and

WHEREAS, G.S. 160A-58.2 provides that the sufficiency of the petition shall be investigated by the Town Clerk before further annexation proceedings may take place; and

WHEREAS, the Town Council of the Town of Holly Springs deems it advisable to proceed in response to this request for annexation, subject to the Clerk's satisfactory investigation of the sufficiency of the petition; and

WHEREAS, the area proposed for annexation is described as follows:

Lying and being in Holly Springs Township, Wake County, North Carolina, and more particularly described as follows:
Commencing from National Geodetic Survey monument, "Chill," having North Carolina Grid Coordinates (NAD83 2001 datum), Northing: 698,511.61 feet and Easting: 2,020,618.01 feet; thence North 68°16'32" East a ground distance of 3,623.97 feet (a grid distance of 3,623.57 feet) to a control nail set; thence North 47°59'09" East a distance of 310.11 feet to an set rebar on the southern right of way line of U.S. Highway 1, a variable width public right of way as shown on Book of Maps 1996, page 393 in the Wake County Register of Deeds, the point of beginning; thence from the beginning and with the southern right of way line of U.S. Highway 1, North 58°30'30" East a distance of 547.37 feet to an existing concrete monument; thence North 58°36'20" East a distance of 898.44 feet to an existing concrete monument; thence North 58°35'39" East a distance of 635.82 feet to an existing iron pipe, being the northwestern corner of lands now or formerly owned by Amgen, Inc., as shown as Lot 2 on Book of Maps 2021, page 2063; thence leaving the southern right of way line of U.S. Highway 1 and with said common line, South 00°42'41" West a distance of 776.39 feet to an existing iron pipe with cap and tac; thence North 87°12'40" West a distance of 473.20 feet to an existing iron pipe with cap and tac; thence South 27°44'56" West a distance of 104.72 feet to an existing iron pipe; thence South 38°36'22" West a distance of 224.76 feet to an existing iron pipe; thence South 16°17'01" West a distance of 144.16 feet to an existing iron pipe; thence South 13°31'09" East a distance of 109.13 feet to an existing iron pipe; thence South 06°00'45" West a distance of 76.97 feet to an existing iron pipe on the northern line of lands now or formerly owned by Duke Energy Progress, LLC, as shown as Lot 2 on Book of Maps 2021, page 1935; thence with said common line, North 87°01'16" West a distance of 69.57 feet to an existing iron pipe; thence South 02°48'59" West a distance of 92.25 feet to an existing iron pipe; thence North 89°48'52" West a distance of 124.93 feet to a point; thence leaving said

common line, and across the lands now or formerly owned by Duke Energy Progress, LLC, as shown as Lot 2 on Book of Maps 2021, page 1935, South 01°09'54" West a distance of 194.30 feet to a point; thence South 29°05'31" West a distance of 148.20 feet to a point; thence South 28°18'09" West a distance of 541.48 feet to a point; thence South 62°18'01" West a distance of 587.47 feet to a point; thence South 31°43'07" East a distance of 351.60 feet to a point; thence South 55°45'11" West a distance of 100.10 feet to a point on the eastern right of way line of Deer Path Road, a 60 foot public right of way as shown on Carolina Power and Light Reference Drawing L-D-2227; thence with the eastern right of way line of Deer Path Road, North 31°26'34" West a distance of 108.27 feet to a point; thence leaving the eastern right of way line of Deer Path Road, South 58°32'03" West a distance of 30.01 feet to an existing iron stake in the center of Deer Path Road, being a northern corner of lands now or formerly owned by Bryan M. Margaria, as described in Deed Book 14920, page 1104; thence with said common line, South 47°24'36" West a distance of 30.57 feet to a point on the western right of way line of Deer Path Road; thence leaving said common line and with the western right of way line of Deer Path Road, North 31°26'34" West a distance of 5.92 feet to a point; thence North 31°26'34" West a distance of 91.37 feet to a point; thence North 34°29'59" West a distance of 147.70 feet to a point; thence North 40°10'25" West a distance of 45.49 feet to a point; thence North 39°58'05" West a distance of 75.08 feet to a point; thence North 34°42'20" West a distance of 61.02 feet to a point; thence with a curve to the right a radius of 216.43 feet, an arc length of 112.89 feet, a chord bearing of North 19°45'45" West, a chord length of 111.61 feet to a point; thence North 04°49'11" West a distance of 67.43 feet to a point; thence North 00°19'12" East a distance of 91.71 feet to a point; thence North 01°16'33" East a distance of 26.44 feet to a point; thence with a curve to the left a radius of 9237.85 feet, an arc length of 275.64 feet, a chord bearing of North 00°29'53" East, a chord length of 275.63 feet to a point; thence North 00°26'01" West a distance of 44.01 feet to a point; thence North 02°24'24" West a distance of 80.30 feet to a point; thence North 00°53'41" West a distance of 211.70 feet to a point; thence with a curve to the left a radius of 849.51 feet, an arc length of 55.67 feet, a chord bearing of North 03°01'31" West, a chord length of 55.66 feet to a point; thence North 04°39'01" West a distance of 22.65 feet to a point; thence North 10°41'28" West a distance of 63.40 feet to a point; thence leaving the western right of way line of Deer Path Road and across the lands now or formerly owned by Duke Energy Progress, LLC, as described in Deed Book 2168, page 476, North 30°16'43" West a distance of 140.81 feet to a point on the southern right of way line of U.S. Highway 1; thence with the southern right of way line of U.S. Highway 1, with a curve to the left a radius of 11589.16 feet, an arc length of 409.74 feet, a chord bearing of North 59°35'59" East, a chord length of 409.72 feet to the point and place of beginning, containing an area of 2,223,847 square feet or 51.06 acres, excluding “Unowned Area QQ” from the annexation area as described below.

Less and except an “Unowned Area QQ” as shown on Carolina Power and Light Drawing L-E-6696, being more particularly described as:

Commencing from an existing iron pipe on the southern right of way line of U.S. Highway 1, a variable width public right of way as shown on Book of Maps 1996, page 393, being the northwestern corner of lands now or formerly owned by Amgen, Inc., as shown as Lot 2 on Book of Maps 2021, page 2063; thence with said common line, South 00°42'41" West a distance of 776.39 feet to an existing iron pipe with cap and tac; thence continuing with said common line and the common line of others, North 87°12'40" West a distance of 555.82 feet to an existing iron pipe with cap and tac, being a northern corner of lands now or formerly owned by Duke Energy Progress, LLC, as described in Deed Book 2086, page 549, the point of beginning; thence from the beginning and with said common line, South

01°13'47" East a distance of 74.39 feet to an existing iron pipe; thence North 88°47'17" West a distance of 175.03 feet to an existing iron pipe with cap and tac on an eastern line of lands now or formerly owned by Duke Energy Progress, LLC, as described in Deed Book 2168, page 476; thence with said common line, North 02°48'59" East a distance of 79.02 feet to an existing iron pipe with cap and tac; thence South 87°12'40" East a distance of 169.71 feet to the point and place of beginning, containing an area of 13,210 square feet or 0.30 acres.

NOW, THEREFORE BE IT RESOLVED by the Town Council of the Town of Holly Springs, North Carolina, that:

Section 1. The Town Clerk is hereby directed to investigate the sufficiency of the above described petition and to certify as soon as possible to the Holly Springs Town Council the result of her investigation.

Section 2. Subject to the Town Clerk's satisfactory result of her investigation, a public hearing on the question of annexation of the area described herein will be held at the Town Hall Council Chambers, located at 128 S. Main Street, at 7 p.m. (or as soon thereafter as is practicable) on Tuesday, October 21, 2025.

Section 3. Notice of the public hearing shall be published in the Raleigh News & Observer, newspapers having general circulation in the Town of Holly Springs, at least ten (10) days prior to the date of the public hearing.

Adopted this, the 16th day of September, 2025.

ATTEST:

THE TOWN of HOLLY SPRINGS 1876 WAKE COUNTY NORTH CAROLINA

_____ _____

Sean Mayefskie, Mayor Linda C. McKinney, Town Clerk

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 14.

Unfinished Business
Title: 1317 N Main St. Commercial Tracts Development Plan Major Amendment (21-DP-02-A02)
Strategic Priority Area: Growth Management & Economic Vitality
Staff Resource: Brett Gosney, Development Services, Elliot Blonshine, Development Services

Action(s):

- Continue deliberation of 1317 N Main St. Commercial Tracts Development Plan Major Amendment (21-DP-02-A02) to October 21, 2025 Town Council Meeting.

Explanation:

- This application was considered by the Town Council following a public hearing on July 15, 2025.
- The Town Council tabled a decision on the application 60 days to the September 16, 2025 Town Council meeting.
- The applicant has informed Development Services that modified plans will be resubmitted by the end of September for Town Council consideration.
- This action will extend the initial 60-days to the next Town Council business meeting on October 21, 2025.

Background:

- A Major Amendment to the Development Plan for 1317 N Main Street Commercial Tract has been submitted to the town for a reduction in the building height, reduction in the building square footage, and a modification of the building design at 200 Sportsmanship Way.
- This parcel is associated with an overall Master Plan for 1317 N Main St. that includes the adjacent parcel which is to be developed with a 124-unit apartment building in partnership with Wake County and Downtown Housing Improvement Corporation (DHIC).
- This Major Amendment considers only changes to the commercial portion of the Master Plan and does not impact the previously approved Development Plan for the 124-unit apartment building.
- The proposed amendment reduces the uses of the site to a single 75,000 sf office building. The previously approved plan included roughly 94,000 sf between two buildings and included a mix of uses on the site.
- The proposed amendments are inconsistent with the commitments made by the developer identified in a Development Agreement and Economic Development Agreement approved by Town Council on January 19, 2023, which specified a mix of office, retail, and hospitality uses, The proposed amendment diverges from those commitments.
- Staff has determined that the proposed amendment is inconsistent with the

Comprehensive Plan and does not meet commitments made in the approved Development Agreement and Economic Development Agreement, which outlined a mixed-use vision for the site.

Planning Board Recommendation: Approve (8-1)
A summary of the Planning Board discussion is in the Planning Board Action Report. *(Note: This Report is a separate attachment from the Staff Report.)*

- The parcel was rezoned to CB-CD Community Business Conditional Zoning District on April 6, 2021.
    - A copy of the Rezoning Ordnance with the applicable conditions can be found in the attachments.
- The parcel had a Major Subdivision Plan (21-MAS-03) approved on October 5, 2022, which included the site and adjacent Wake County/DHIC development site.
- The parcel had a Development Plan (21-DP-06) approved on October 4, 2023.
- This development has a Development Agreement and an Economic Development Agreement that were approved on January 19, 2023.
- The Development Plan previously had a minor amendment administratively approved on October 4, 2024.
    - This minor amendment modified the building locations and layout. However, it did not reduce the overall amount of building square footage that was being proposed.
- This parcel was part of the land that was originally designated as the "borrow pit" for the South Wake Landfill. Since the property was removed from the landfill plans, Wake County sold the south half to the Town for the North Main Athletic Park (Ting Park) and the north half has remained under the ownership of the County.
- The property was identified by Wake County as part of its Evaluation and Disposition of County-owned Land for Affordable Housing Policy, which evaluates publicly-owned land for disposition to include affordable housing development. In January 2020, Wake County issued its first public land disposition RFP under the newly adopted Policy for development proposals for 1317 N. Main Street.
- In May 2020, Wake County selected the proposal by the development team of My Computer Career (MyCC) and DHIC as the Lead Applicants for the potential development of 1317 N. Main Street. MyCC was removed as a project partner via agreement modification on September 20, 2022. Capital Associates Management is now the lead applicant.

Funding Source(s):
N/A

Attachment(s):
1. 1317NMainSt_StaffReport_final
2. 21DP06A02_PlanningBoardActionReport
3. 21DP06A02_QJ_Resolution_FOF_COA
4. Development Agreement_ Ting North _Capital Associates_EXECUTED
5. EDA Ting North _Executed
6. RZ21-01 SportsmanshipWay - signed
7. 21DP06A02_1317NMain_Application
8. 21DP06A02_1317NMain_Planset

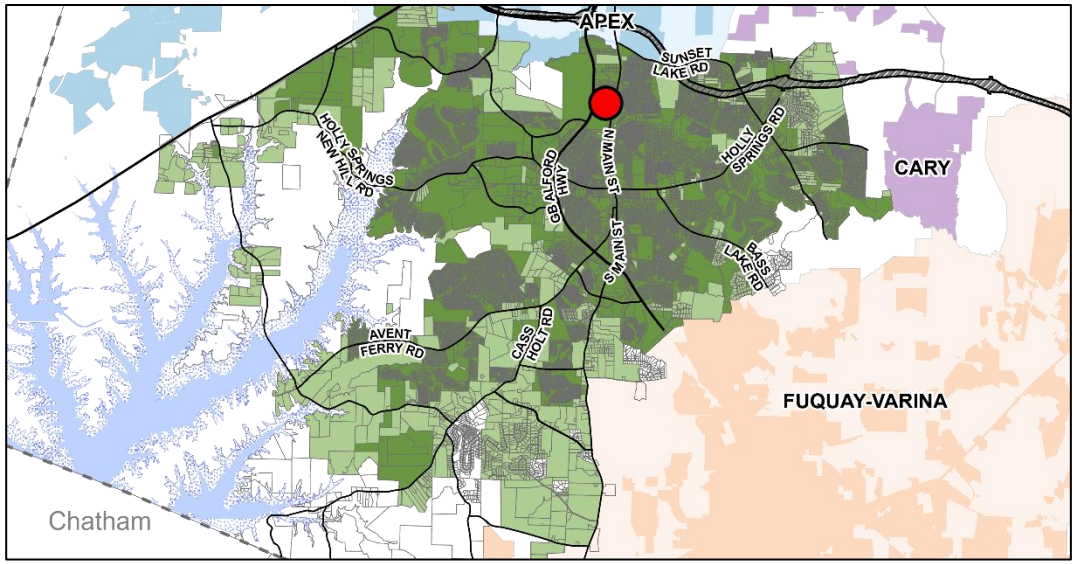
Project Type: Development Plan (Major Amendment)

Concurrent Applications:
☐ Waiver / SUP/ VAR/ CPA

Applicant / Petitioner:
Adam Pike, McAdams

Property Address: 200 Sportsmanship Way

Property Area: 11.11 ac.



Located in: ☒Holly Springs Corporate Limits ☐Holly Springs ETJ ☐Annexation Pending

Project Summary:

A Development Plan Major Amendment for a reduction in the building height from 4-story to 3, removal of the integrated center/retail building, a reduction in the building square footage from ~94,000 sf to ~76,000 sf, and changes to building design at 200 Sportsmanship Way. This amendment does not modify the existing approved Development Plan for the adjacent 124 unit DHIC affordable dwelling project.

Requested Action:

Quasi-Judicial Decision: The Town Council must hold a quasi-judicial hearing to collect facts and then make a decision based on the written and oral evidence presented and adopted town policies and procedures.

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Case Summary

Current Zoning:
CB: Community Business
☒ Conditional Zoning District

Current Major Subdivision Plan:
1317 N Main St Master Plan

Aerial Photograph

Growth Strategy Map:
Places to Transform

Small Area Plan Designation:
N/A

Future Land Use Plan Designation:
Mixed-Use Center

Staff Analysis:

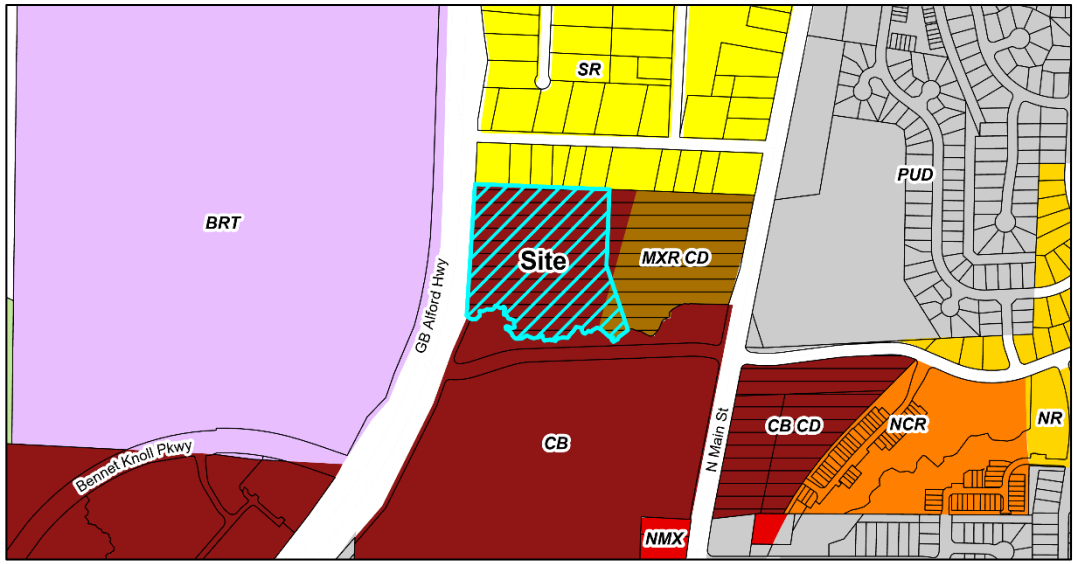
The Development Plan is: ☐ Consistent with Adopted Plans/Ordinances ☒ Inconsistent with Adopted Plans/Ordinances

While the proposed Amendment complies with minimum requirements specified in Town's Unified Development Ordinance, staff finds this inconsistent with the Comprehensive Plan. As required by Criterion 5 of the Findings-of-Fact associated with this decision type, projects must demonstrate compliance furthering the goals and policies of the Comprehensive Plan. Additionally, the project does not meet the commitments made by the developer identified in a Town Council approved Development Agreement and Economic Development Agreement which require a mixture of office, retail, and hospitality uses. The proposed Amendment reduces the uses of the development to a single office building. The previously committed mixture of uses is an important component of the Town's Land Use goals to transform the area surrounding Ting Park into a true Mixed-Use Center.

Staff Recommendation: ☐ Approve ☒ Deny

Current Zoning Information

Parcel #	Zoning	Area
0649891181	CB-CD: Community Business Conditional Zoning District	11.11 ac.
	Total Area	**11.11 ac.**



Current Zoning Map

Adjacent Property Current Zoning Information

	Zoning	Existing Land Use
Subject Property	CB-CD: Community Business Conditional Zoning District	Vacant
North	SR Suburban Residential	Single Family Homes
South	CB: Community Business	Park
East	MXR Mixed-Use Residential	Vacant
West	BRT Business & Research Technology	Landfill

Parcel Rezoning History

Rezoning Number: 20-REZ-09
Original Zoning: LB Local Business
Approved Zoning: CB-CD Community Business Conditional District
Approval Date: 4/6/21

Land Use & Character Information

Vision Holly Springs Comprehensive Plan Section 1

Growth Strategy Map: Places to Transform

Future Land Use: Mixed-Use Center

Small Area Plan: N/A

Future Land Use Map

Important Themes for Transforming Holly Springs:

Eight important themes for Holly Springs are highlighted as high-priority principles for transforming the Town. The following theme(s) should be considered with this request:

Theme	Description
☒ Establish Mixed-Use Activity Centers Throughout Holly Springs	Mixed-use and walkable development
☐ Suburban Remix	Activate neighborhood centers
☐ Suburban Retrofit	Redevelop existing centers into mixed-use, multi-modal, activated centers
☐ Context-Sensitive Infill Development Choices	Infill around single use residential areas
☐ Transitions	Complement existing development and avoid incompatibilities
☐ Increase Home & Neighborhood Choices in Holly Springs	Variety of integrated housing products
☐ Increase Diversity & Affordability of Housing in Holly Springs	Adequate supply of affordable housing
☒ More Transportation-Land Use Coordination in the Community	Equal emphasis on land use (demand), transportation (supply) and urban design (character)

Land Use & Character Information (cont.)

Growth Strategy Map: Places to Transform
Specific focus areas in Holly Springs provide opportunities to grow and transform in the future. These areas will evolve over time in terms of land use mix, density and intensity, home choices, and transportation options. These are the areas where the Town should emphasize public and private investment — increasing allowable densities and intensities, adding infrastructure capacity, improving access from nearby neighborhoods, investing in the public realm, and encouraging private investment — to diversify the Town's development strategy and support continued growth and economic prosperity in the future. Some areas identified to transform over time will require redevelopment of existing suburban shopping centers or infill development in the Downtown Village District.

Future Land Use: Mixed-Use Center
A Mixed-Use Center offers the opportunity to serve broader economic, entertainment, and housing needs in the community. Land uses and buildings on small blocks in the core may stand three or more stories tall and encourage active public spaces between the buildings. Residential units or office space are found above storefronts. Homes surrounding the core offer several choices to live and experience the center. Parking is satisfied using on-street parking, structured parking, and shared rear-lot parking strategies. The compact, walkable environment and mix of residential and non-residential uses in the center supports multiple modes of transportation, including the potential for transit-oriented development if-when a decision is made to invest in premium transit along the NC 55 corridor.

A large-scale, Mixed-Use Center may be surrounded by one or more residential neighborhoods that provide additional nearby home choices and encourage active living with a comprehensive and interconnected network of walkable streets.

Some areas designated Mixed-Use Center on the Future Land Use Map started off as suburban shopping centers. Transformation of these areas to support mixed-use development will require deliberate planning and phasing to keep the areas viable during their period of change. Build-out under the Mixed-Use Center category should follow the same use, height, mix, design, and parking expectations described for this character area in the paragraphs above; however, infill development and redevelopment activities should be coordinated closely with the Town (on a case-by-case basis) to phase development, program improvements, and set expectations during the transformation.

Key Characteristics:

- Redevelopment and new development in these areas will utilize formal small block patterns and relocate parking to the interior of blocks.
- Parking between the street and the building should be limited.
- These areas include a variety of shared public open spaces throughout a walkable, activated environment, and may include formal and informal open spaces such as greens, squares, plazas, and community gardens. The linear nature can provide opportunities for greenway links to other parts of the Town.
- Buildings should be 3 to 5 stories along the corridor, but may be 2 to 3 stories in transitional areas.

Land Use & Character Information (cont.)

Small Area Plan: N/A

Historic Structures: ☒ None

Land Use & Character Staff Analysis:

The Development Plan is: ☐ Consistent ☒ Inconsistent with the Land Use & Character Plan/Ordinances

The Comprehensive Plan provides 8 important themes as high-priority principles for transforming the Town from a bedroom community to a self-sustaining community. Two Key Themes are important to this proposal, "Establish Mixed-Use Activity Centers Throughout Holly Springs" and "Suburban Remix." Together, these themes advocate for enhancing activity centers throughout the community, highlighting the importance of mixed-use, walkable development areas. Integrating uses that create places where people live, work, shop, and play as a cohesive community begin to move development patterns away from clearly separated uses and building types, a lack of street connectivity, and a population increasingly reliant on automobiles. Mixed-use development in activity centers furthers the economic vitality and sustainability of the area, the efficiency of utilities and transportation serving the area, and the sense of community experienced by residents, business owners, and visitors to the area. Community Character Recommendations CC-6 Promote Compact Mixed-Use Development in Appropriate Character Areas, CC-8 Increase Walkability, and CC-9 Enhance Character and Walkability by Orienting All Buildings to the Street, further support these themes in the Land Use & Character Plan.

In the context of the Land Use & Character Plan, "Mixed-Use Center" typically refers to vertically integrated buildings, with non-residential uses such as office or retail on the lower floors, and residential units above. However, in certain contexts, a "Mixed-Use Center" may be more appropriate as a "mixture-of-uses" without vertical integration of uses. This type of development may not fit neatly in the traditional mixed-use style, but it can be considered with relevant context and overall community needs.

For this project, the approved Development Plan for this site was considered as part of a "mixture-of-uses" subdivision plan that includes the adjacent 124 dwelling unit apartment project. At a high level, project supports goals for providing a "mixture-of-uses" within the development with 2 separate Commercial and Apartment areas, the key components of mixed-use places. A proposed interior public street runs through the site, providing interconnected access to both use areas, open space areas are shared between the two areas, and the proposal includes a building that is three stories high to meet the goals in the Future Land Use Plan.

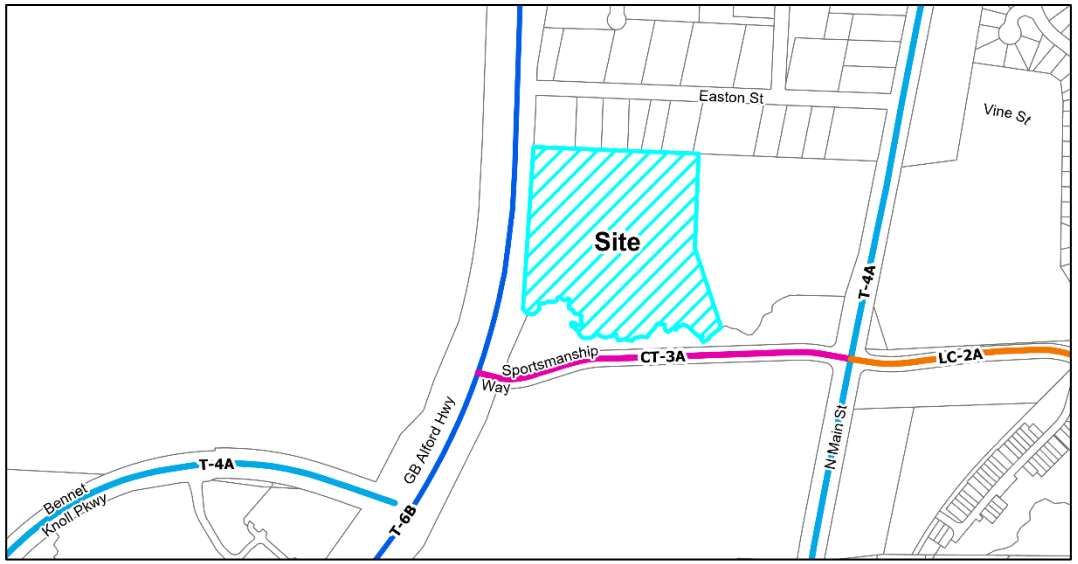
The proposed amendment does not meet the Comprehensive Plan goal of increasing allowable intensities within Places to Transform since this amendment reduces the intensity of land uses of the original approval. Additionally, within a Mixed-Use Center, parking is to be satisfied using on-street parking, structured parking, and shared rear-lot parking strategies, and while the original approval included off-street parking lots, this amendment reduces building footprint and further intensifies the area of off-street parking. Additionally, the proposed amendment is inconsistent with the Comprehensive Plan and the mixed-use commitments made by the developer identified in a Town Council approved Development Agreement and Economic Development Agreement for the property. In these agreements, the applicant agreed to provide a mixture of office, retail, and hospitality uses and the proposed Development Plan Major Amendment reduces the uses the development to a single office building. This mixture of uses is an important component of the Town's Land Use goals to transform the area surrounding Ting Park into a true Mixed-Use Center.

Transportation Information

Vision Holly Springs Comprehensive Plan Section 2

Comprehensive Transportation Plan

Road Widening along Project Frontage	☐ Required ☒ Not Required
New Location Roadways	☐ Required ☒ Not Required
Hotspot/Safety Study Location	☐ Yes ☒ No



Roadway Map

Comprehensive Transportation Plan Summary

Road Widening along Project Frontage:
This amendment is to Lot 1, or the western side, of the overall development. This project does not have frontage on Sportsmanship Way but is constructing a driveway connection to Sportmanship Way with a sidewalk to the existing bus stop in accordance with the previously approved rezoning and development plan for this project.

New Location Roadways:
There are no new roadways impacting the subject property shown on the Comprehensive Transportation Plan.

Hotspot/Safety Study Location:
There are no Hotspot/Safety studies adjacent to this parcel.

Improvement Prioritization:
N/A

Transportation Information (cont.)

Traffic Study Policy

☒Traffic Study Required

☐Tier 1
☐Tier 2
☐Tier 3
☒Traffic Verification Memo

Traffic Study Summary
The applicant provided a Traffic Verification Memo with this amendment. The total number of site trips is reduced with the proposed changes. This amendment does not reduce or change the previously approved TIA and mitigation improvements and the developer is still committed to completing the improvements previously identified.

Transportation Staff Analysis:

The Development Plan is: ☒ Consistent ☐ Inconsistent with the Comprehensive Transportation Plan/Ordinances

Because the proposed amendment reduces the number of overall daily trips, the previously approved TIA and mitigation improvements still stands and this development plan is therefore consistent with the TIA and Comprehensive Transportation Plan.

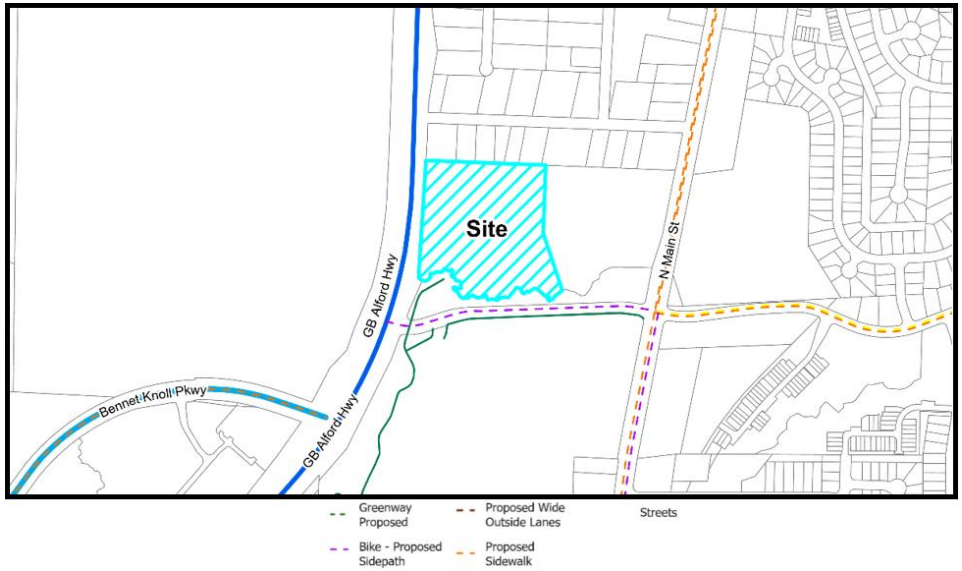
Parks, Recreation & Greenways Information

Vision Holly Springs Comprehensive Plan Section 3

Park Search Area

☐ Yes

☒ No



Active Transportation Map

Required Active Transportation Improvements

☒ Greenway ☐ Sidepath

The greenway runs along the southeast portion of the site and connects to the underpass/culvert crossing GB Alford Hwy.

Parks, Recreation, & Greenways Summary

A Greenway is proposed which connects to the existing public Greenway stub just north of Sportsmanship Way, in the southwest corner of this property. The Greenway also leads to the existing underpass/culvert crossing of NC 55 on the west boundary of the property. The remainder of the greenway leads east to the central driveway location where an at-grade crossing currently exists.

Parks, Recreation, & Greenways Staff Analysis:

The Development Plan is: ☒ Consistent ☐ Inconsistent with the Parks, Recreation & Greenways Master Plan/Ordinances

The Development Plan is not proposing any changes to previously committed to Greenway and is meeting the requirements of the Rezoning and Unified Development Ordinance.

Community Facilities Information

Vision Holly Springs Comprehensive Plan Section 4

Population growth increases demand for public services. In order to fulfill this demand, community facilities must be appropriately planned for and constructed. These facilities may range from additional public safety stations, such as police and fire, to new schools to handle the influx of school-aged children into an area.

No Facilities Identified

Community Facilities Map

WCPSS Coordination

A Letter of Impact from Wake County Public School System (WCPSS) was received for this rezoning and is included in the attachments.

Schools at the following grade levels within the current assignment area for the proposed rezoning are anticipated to have insufficient capacity for future students; transportation to schools outside of the current assignment area should be anticipated:

☐ Elementary ☐ Middle ☐ High School ☒ N/A: All grade levels are anticipated to have sufficient capacity

The following mitigation of capacity concerns due to school construction or expansion is anticipated:

☐ School expansion or construction within the next five years is not anticipated to address concerns.

☐ School expansion or construction within the next five years may address concerns at these grade levels:

☐ Elementary ☐ Middle ☐ High School

☒Not applicable – existing school capacity is anticipated to be sufficient.

Community Facilities Staff Analysis:

The Development Plan Major Amendment is: ☒ Consistent ☐ Inconsistent with the Community Facilities Plan/Ordinances

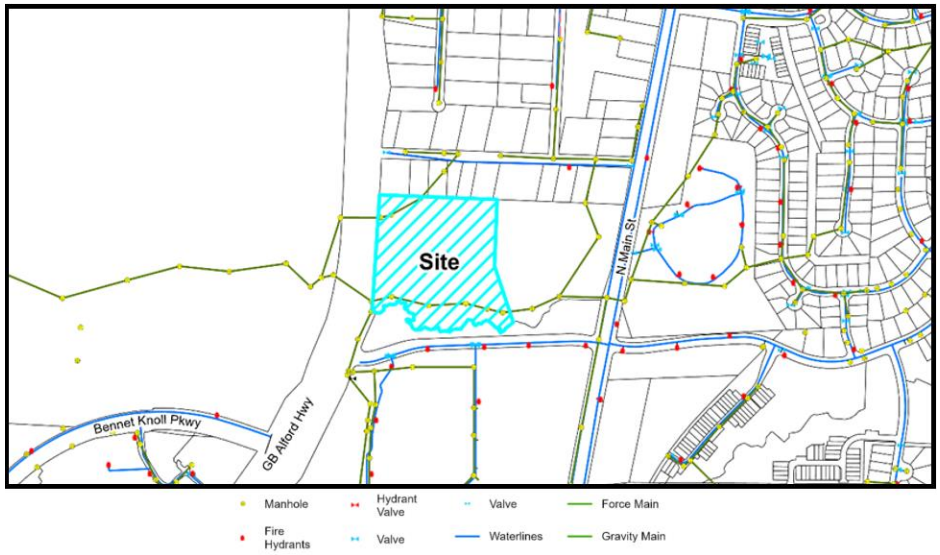
The subject property is outside of a search area for a public safety station as designated on the Community Facilities Map.

Infrastructure & Utility Information

Vision Holly Springs Comprehensive Plan Section 5

Utility Availability

Water	☒ Yes ☐ No ☐ Study Required
Sanitary Sewer	☒ Yes ☐ No ☐ Study Required
Reclaim	☐ Yes ☒ No ☐ Study Required



Utility Map

Infrastructure & Utility Summary

Water:

This amendment is proposing minor changes to the site's internal water main layout. The project is required to tie to existing water mains and extend into the development in accordance with Town Policies. A Fire Flow Analysis Memo was submitted with the amendment to confirm the conclusions of the previously approved Fire Flow Analysis are still valid and there is adequate water pressure within the Town's system.

Sanitary Sewer:

This amendment is proposing minor changes to the site's internal sewer main layout. The project is required to tie to existing sewer mains and extend into the development in accordance with Town Policies. A Sewer Verification Memo was submitted with the amendment to confirm wastewater flows generated from this project are less than the flows generated from the previously approved Sewer Study.

Reclaimed:

This project is outside of the Reclaimed Service Area and is not required to extend reclaimed water to the site.

Infrastructure & Utility Information (cont.)

Water Resource Management (WRMP) Policy

☐ WRMP Applicable
☒ WRMP Not Applicable

☐Tier 1
☐Tier 2
☐Tier 3

Allocation Elements

☐ Public Infrastructure Improvements
☐ Sustainable Design
☐ Work Force Housing
☐ Open Space/Tree Preservation

Water Resource Management Policy Summary

This project is not subject to the Water Resource Management Policy since it was allocated with the previously approved rezoning prior to the effective date of the Policy. As previously mentioned, the proposed amendment will generate less sewer flow than the previously allocated sewer amount.

Infrastructure & Utility Staff Analysis:

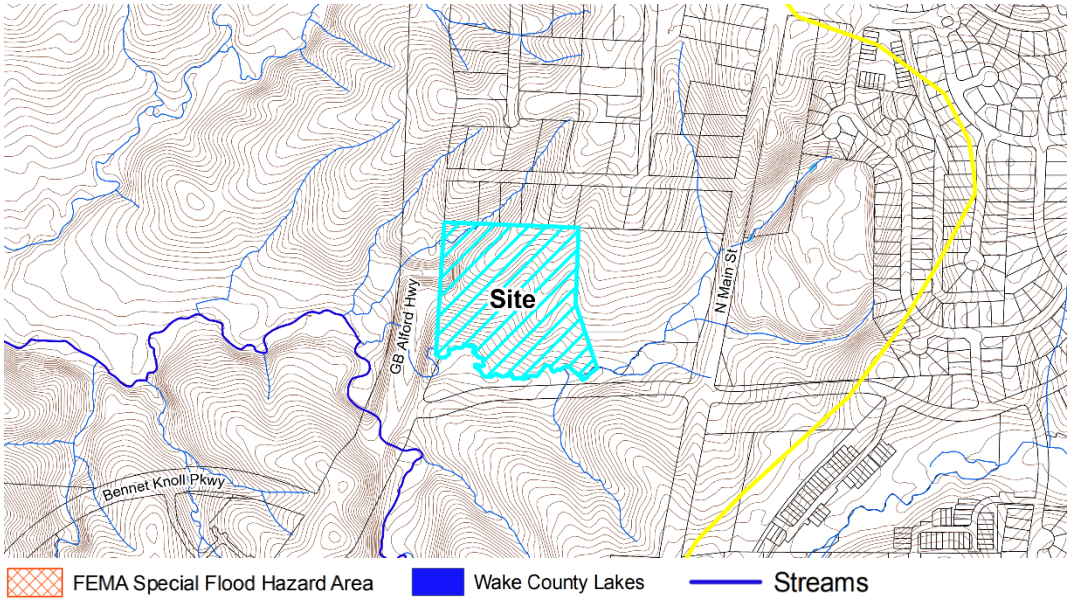
The Development Plan is: ☒ Consistent ☐ Inconsistent with the Infrastructure & Utilities Plan/Ordinances

The proposed utility connections and extensions are consistent with the Comprehensive Plan as well as the previously approved Engineering Studies.

Natural Resources & Open Space Information

Vision Holly Springs Comprehensive Plan Section 6

On-site Private Open Space	**10.5%**
Tree Preservation Area	10%
Active Recreation Area	.5% (2,710 sq ft)
Urban Civic Space	0%
Flexible Space	0%



Natural Resources Map

Natural Resources & Open Space Summary

Open Space:

The Tree Preservation is being provided within the entirety of the Major Subdivision Plan and this development plan amendment is proposing modifications to the active open space. Elements such as an outdoor seating area are being provided both in front of the building as well as interior to the site.

Stormwater:

The project is located within the Cape Fear River Basin and is proposing to treat new impervious surfaces onsite with multiple Stormwater Control Measures. There are several jurisdictional features located on and adjacent to the site such as wetlands, streams, ponds and Riparian buffer.

Natural Resources & Open Space Staff Analysis:

The Development Plan is: ☒ Consistent ☐ Inconsistent with the Natural Resources Plan/Ordinances

The open space elements comply with the minimum requirements that were established with the Rezoning and Major Subdivision Plan. The overall open space elements are in combination with the adjacent property that is also associated with the same Major Subdivision Plan. Any and all permits required to construct this development must be obtained prior to Civil Construction Drawing approval.

Development Standards Information

Unified Development Ordinance

The following is a summary of how the proposed development satisfies the applicable 2022 Holly Springs Unified Development Ordinance (UDO) and Community Business Conditional Zoning District and 1317 North Main Street Master Plan (21-MAS-03).

Development Standards Summary

Development Standards (UDO Section 2 & 21-MAS-03):

Building Placement	UDO Standard	Proposed Standard
Thoroughfare Setback (front)	50'	256'
Side – Corner Setback	30'	376'7"
All Other Setbacks (Side and Rear)	5'	168'6"
Setback Adjacent to Residential Zone	50'	123'9"

Building Height	UDO Standard	Proposed Standard
Maximum Building Height	75'*	50'4"**

*The 75' maximum building height was approved per the Development Agreement.
**The previously approved building was proposed at 69'

Landscaping (UDO Section 5 & 21-MAS-03):

	Standard	Proposed Standard
Perimeter Buffers		
East	N/A	N/A
North	30' Undisturbed Buffer	30' Undisturbed Buffer
South	30' Undisturbed Buffer	30' Undisturbed Buffer
West	50' Undisturbed Buffer	50' Undisturbed Buffer
Foundation (per square footage of landscaped area outside the structure, parking area, or loading area)		
Trees	1 overstory tree/5,000 sq. ft. or 1 small tree/ 3,000 sq. ft.	5 canopy trees & 6 understory trees
Shrubs	1.5 medium shrubs or 2 small shrubs/1,000 sq. ft.	139 large shrubs
Interior Vehicle Parking Area		
	1 landscape island with one tree and 4 shrubs/10 parking spaces	54 canopy trees & 216 shrubs

Street Trees		
	Thoroughfare: Trees on private property within 5 ft of the right-of-way	6 trees

Parking (UDO Section 6):

	UDO Standard	Proposed Standard
Vehicle Parking Locations	Unrestricted	Unrestricted
Minimum Parking	304 spaces	372 spaces*
Maximum Parking	456 spaces	
Bike Parking	10 spaces	12 spaces

*EV parking does not apply to this amendment, however, the applicant has proposed 2 EV parking spaces.

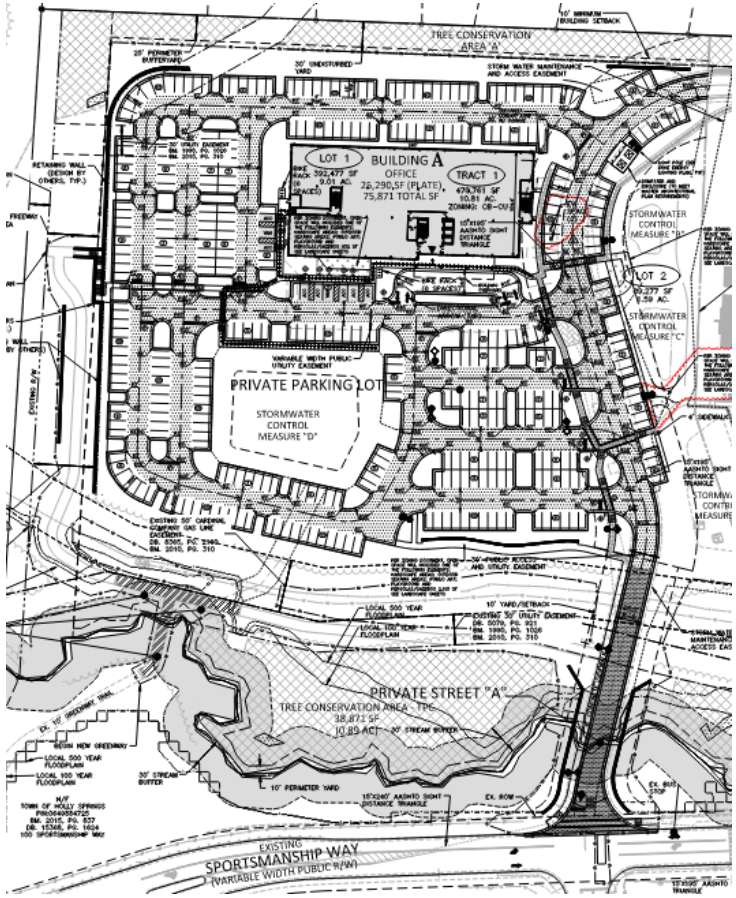
Building, Site and Subdivision Design (UDO Section 8 & 21-MAS-03):

	Proposed Standard
Building Design	
Building Materials	Wood Cladding, Modular Brick, Aluminum Composite Metal Panel.
Horizontal Variation	Base, Middle, & Top of the building are provided with the Middle being greater than 50%.
Vertical Variation	Variations provided a minimum of every 25'.
Roof Expression	Roofline standards do not apply to buildings 3 stories or taller.

Building Elevations (UDO Section 8 and Conditional Zoning District)

- Each elevation includes at a minimum 60% type 1 materials.
- The building materials include Light Gray and Black Modular Brick, Wood Cladding, and 1" low-e glass.
- The ground floor of each building is meeting the minimum requirement of 20% transparency as well as the 15% for the upper levels. The most prominent area is the glass entry feature.

Proposed Site Design (UDO Section 8 and Conditional Zoning District)



Site Design Highlights

- One three story approximately 75,000 sf building is located on the site.
- The use being proposed for the building is a medical office.
- The site includes 372 parking spaces.
- Open space has been provided in front of the building as a seating area as well as located near the east property line.

Development Standards Staff Analysis

The Development Plan Major Amendment is: ☒ Consistent ☐ Inconsistent with the Unified Development Ordinance

The proposed Development Plan Major Amendment is consistent with the development standards of the 1317 N Main Street Master Plan and the Unified Development Ordinance (UDO). While it is consistent with the UDO, staff will note, however, the proposed amendment is inconsistent with the commitments made by the developer identified in a Town Council approved Development Agreement and Economic Development Agreement for the property. In these agreements, the applicant agreed to provide a mixture of office, retail, and hospitality uses and the proposed Development Plan Major Amendment reduces the uses the development to a single office building.

Decision-Making Information

Comprehensive Plan and Unified Development Ordinance Consistency Summary Table

Vision Holly Springs Comprehensive Plan	
Land Use & Character Plan/Ordinances (Section 1)	☐ Consistent ☒ Inconsistent
Comprehensive Transportation Plan/Ordinances (Section 2)	☒ Consistent ☐ Inconsistent
Parks, Recreation & Greenways Master Plan/Ordinances (Section 3)	☒ Consistent ☐ Inconsistent
Community Facilities Plan/Ordinances (Section 4)	☒ Consistent ☐ Inconsistent
Infrastructure & Utilities Plan/Ordinances (Section 5)	☒ Consistent ☐ Inconsistent
Natural Resources Plan/Ordinances (Section 6)	☒ Consistent ☐ Inconsistent
Unified Development Ordinance	
Unified Development Ordinance	☒ Consistent ☐ Inconsistent

Development Plan Staff Analysis
The applicant must demonstrate that the proposed Development Plan Major Amendment complies with minimum requirements specified in Town's adopted land development policies and ordinances.

While the proposed Amendment complies with minimum requirements specified in Town's Unified Development Ordinance, staff finds this inconsistent with the Comprehensive Plan. As required by Criterion 5 of the Findings-of-Fact associated with this decision type, projects must demonstrate compliance furthering the goals and policies of the Comprehensive Plan. Additionally, the project does not meet the commitments made by the developer identified in a Town Council approved Development Agreement and Economic Development Agreement which require a mixture of office, retail, and hospitality uses. The proposed Amendment reduces the uses of the development to a single office building. The previously committed mixture of uses is an important component of the Town's Land Use goals to transform the area surrounding Ting Park into a true Mixed-Use Center.

Staff Recommendation: ☐ Approve ☒ Deny

Previous Case Related Items

Neighborhood Meeting
The applicant must hold a neighborhood meeting with all property owners within 500 feet of the project prior to submitting an application. A report of the neighborhood meeting has been submitted and is included in the agenda item attachments.

Meeting Date: 4/14/2025
Summary of Issues:

- Concerns regarding the traffic and the access locations to the site.
- Questions regarding the timing of the project and when construction will begin.

Planning Board Consideration & Action

Planning Board Meeting Date: 6/24/2025

A summary of the Planning Board discussion and final recommendation can be found in the Planning Board Action Report attached with the agenda item.

Application Modifications

The following modifications have been made to the application as a result of feedback received from the Planning Board:

- None

Town Council Consideration & Action

Quasi-Judicial Public Hearing

Prior to the Quasi-Judicial Public Hearing:

- Mailed notice will be sent to all property owners within 500 feet of the project.
- Posted notice will be made with a public hearing sign on the property.

Town Council Decision: Quasi-Judicial Decision

Quasi-Judicial Decision:

Quasi-Judicial decisions are determined by the presentation of factual evidence as to whether the proposed Development Plan satisfies the applicable development standards. The Town Council must hold a Quasi-Judicial public hearing to collect facts and then make a decision based on the written and oral evidence presented. A Quasi-Judicial decision must be made on facts and evidence and cannot be based on opinions or hearsay. Anyone who presents facts and evidence during the Quasi-Judicial public hearing must be sworn in under oath and may be subject to cross-examination. These criteria shall be used to evaluate whether the proposal will cause significant adverse impacts on adjacent properties:

Criterion 1: The land uses and development intensity of the proposed project will not have significant adverse impacts on adjacent properties and are consistent with the character of the Zoning District and the land uses authorized therein.

Criterion 2: The proposed project provides for the preservation, improvement, and/or enhancement of open spaces and provides sufficient land dedicated for public park space or an equivalent fee-in-lieu.

Criterion 3: The proposed layout of streets, lots, utilities, water metering, and public improvements, and their relation to the topography of the land, reflect a design which can be economically served by the Town with public services and facilitates the use and future development of adjacent properties.

Criterion 4: The proposed building or site design enhances the public realm, maximizes natural surveillance and visibility, facilitates pedestrian access and circulation, and reinforces the Town's character.

Criterion 5: The design of the project furthers the goals and policies of the Comprehensive Plan.

Potential Development Plan Major Amendment Petition Motion

Adopt Resolution #25-31 to make and accept Findings of Fact for and to approve / deny Development Plan Major Amendment 21-DP-06-A02.

Planning Board Meeting Date: 6/24/2025

Per NCGS §160D-301(b), the Planning Board may provide a preliminary forum for review of quasi-judicial decisions, provided that no part of the forum or recommendation may be used as a basis for the deciding board.

Planning Board Decision Type: Advisory Decision

Advisory Decision
The Planning Board must review the application and make a recommendation to the Town Council.

The Planning Board should consider whether or not the proposed Development Plan Major Amendment is consistent with the technical standards of Town of Holly Springs Unified Development Ordinance.

The Planning Board discussed the following issues and concerns:
- The affordable housing project that is located adjacent to this site and is associated with the Major Subdivision Plan.
- The project not including a mix of uses and the only use on this site being medical.
- Discussed the timing of the development and when the commercial pieces would be constructed.

Development Plan Major Amendment Motion
The Planning Board recommends the Town Council approve Development Plan Major Amendment 21-DP-06-A02 for 1317 N Main St. Commercial Tracts as submitted by Adam Pike, McAdams, dated Revised 6/11/2025 with staff recommended conditions.

The Planning Board voted in favor of the recommendation (8 - 1)

Those voting against the motion:
- Mr. Crandall – The project is not consistent with Criterion 5.

Resolution No. 25-31
Date Submitted: July 15, 2025
Date Adopted: July 15, 2025

RESOLUTION OF THE TOWN OF HOLLY SPRINGS TOWN COUNCIL MAKING FINDINGS OF FACT FOR AND TO APPROVE WITH CONDITIONS / DENY DEVELOPMENT PLAN MAJOR AMENDMENT (21-DP-06-A02); FOR 1317 N MAIN ST COMMERCIAL TRACTS

WHEREAS, the Town of Holly Springs Town Council adopted *Town of Holly Springs Unified Development Ordinance* ("UDO") in March 2022; and

WHEREAS, pursuant to NCGS §§160D 403 and Chapter 11 of the Town of Holly Springs UDO, the Town Council of Holly Springs ("Town Council") has the authority to grant approval of Development Plans if competent and substantial evidence is presented by the Petitioner which allows the Town Council to find as a fact that conditions either currently exist or may exist after implementation of conditions by the Town Council. Such findings are each of the following:

Development Plan Major Amendment Findings of Fact:
The Town Council shall consider the following review criteria in determining whether to approve, approve with conditions, or deny a Development Plan.

Criterion 1: The land uses and development intensity of the proposed project will not have significant adverse impacts on adjacent properties and are consistent with the character of the Zoning District and the land uses authorized therein.

Criterion 2: The proposed project provides for the preservation, improvement, and/or enhancement of open spaces and provides sufficient land dedicated for public park space or an equivalent fee-in-lieu.

Criterion 3: The proposed layout of streets, lots, utilities, water metering, and public improvements, and their relation to the topography of the land, reflect a design which can be economically served by the Town with public services and facilitates the use and future development of adjacent properties.

Criterion 4: The proposed building or site design enhances the public realm, maximizes natural surveillance and visibility, facilitates pedestrian access and circulation, and reinforces the Town's character.

Criterion 5: The design of the project furthers the goals and policies of the Comprehensive Plan.

WHEREAS, the Town Council has heard sworn testimony and has accepted and entered the Applicant's written findings of fact into the minutes (Exhibit A), have received site plans, and have considered conditions of approval (Exhibit B) for the following requested Development Plan Major Amendment:

Development Plan Major Amendment (21-DP-06-A02): Major Amendment for a reduction in the building height, reduction in the building square footage, and a modification in the building design.

SUPPORTING APPROVAL

WHEREAS, the Town Council has received competent and substantial evidence and has therefore found the written findings of fact. The Town Council finds that the Applicant's findings of fact to be consistent with the public testimony received on the requested Development Plan, and therefore the Town Council is able to reach conclusions independently (Exhibit C) or be reasonably able to meet the conclusions on the Findings of Fact upon implementation of additional conditions listed on Exhibit D to this Resolution.

THEREFORE, BE IT RESOLVED by the Town Council to make and accept the Findings of Fact and to approve with conditions (Exhibit B) Development Plan Major Amendment (21-DP-06-A02) for 1317 N Main St Commercial Tracts; as submitted by Adam Pike, McAdams.

SUPPORTING DENIAL

WHEREAS, the Town Council has received competent and substantial evidence and has therefore found the written findings of fact. The Town Council finds the Applicant's findings of fact (Exhibit A) not consistent with the public testimony received on the requested Development Plan, and therefore the Town Council reaches conclusions independently (Exhibit C).

THEREFORE, BE IT RESOLVED by the Town Council to make and accept the Findings of Fact and to deny Development Plan Major Amendment (21-DP-06-A02) for 1317 N Main St Commercial Tracts; as submitted by Adam Pike, McAdams.

Adopted by the Holly Springs Town Council on this, the 15th day of July, 2025.

Town of Holly Springs by **ATTEST**:

_____ _____

Sean Mayefskie, Mayor Linda McKinney, Town Clerk

RESOLUTION EXHIBIT A

DEVELOPMENT PLAN MAJOR AMENDMENT (21-DP-06-A02) FINDINGS OF FACT SUBMITTED BY APPLICANT

Criterion 1: The subject property is zoned Community Business Conditional Use, which allows for a wide variety of uses, including the proposed use, professional office. Additionally, the approved zoning conditions assure there are no adverse impacts to adjacent properties. The proposed perimeter buffer to Easton Acres will be undisturbed, which means existing plant material will remain and shall be supplemented to achieve a C-150 planting standard. The major amendment also drops down the height of the building from 4 story to 3 story, which was appreciated by the neighbors in attendance at the neighborhood meeting. Greenway connections are also proposed to nearby Ting Park, which will allow safe pedestrian connections to this wonderful community amenity.

Criterion 2: The subject site is located adjacent to Ting Park, so no public park dedication was required. However, the project will be installing greenway to Ting Park as well as a rapidly flashing beacon crosswalk across Sportsmanship Way, allowing for safe pedestrian access to the wonderful open space that is the nearby town park. Additionally, as part of the original rezoning approval, the overall project (combined with the affordable housing development), is also required to pay a parks & recreation fee-in-lieu payment to the Town.

Criterion 3: The proposed project layout will ensure that streets, lots, utilities and public improvements are served by town services in an economical way. The proposed development will extend public utilities to the site. The developer agrees to design and construct the mitigation improvements set forth in the sewer study. Additionally, the developer will be construction a vital stream crossing across town owned property adjacent to Sportsmanship Way, allowing access to the property, all on the developer’s dime.

Criterion 4: As noted elsewhere, the project will be saving existing trees in the perimeter buffer adjacent to Easton Acres, as well as the buffer along the Highway 55 bypass. Additionally, there is an existing environmental protection area along Sportsmanship Way. All these contribute to maximizing a natural surveillance surrounding the property on all sides. The extension and construction of the planned greenway as well as the crosswalk across Sportsmanship Way, work well to facilitate pedestrian access and circulation, as well as sidewalks throughout the development.

Criterion 5: This project is designed to utilize the acreage to the greatest extent possible whilst being a good neighbor, exactly what the Comprehensive Plan designation of Mixed-Use Center envisions. The entrance road into the site will feature sidewalk, as well as street trees, elsewhere the greenway along NC 55 bypass will be extended, ensuring pedestrian access will be enhanced – another key goal of the Comprehensive Plan. More importantly, the overall development, will provide a mix of uses that will improve and enhance the community – professional office and affordable housing – the first mix of this kind in Holly Springs!

RESOLUTION EXHIBIT B

DEVELOPMENT PLAN MAJOR AMENDMENT (21-DP-06-A02) CONDITIONS OF APPROVAL

1. All previous conditions of approval for *1317 N Main Commercial Tracts 1 & 2 Development Plan* apply to this plan amendment except for any condition that describes a fee or a fee-in-lieu to be paid shall now comply with the current amounts due pursuant to the Town's current annual budget or any unexpired development agreement.
2. Approval of Stormwater Management Plan is required prior to issuance of a land disturbance permit or construction drawing approval.
3. Payment of the Stormwater Fee-in-Lieu will be required prior to construction drawing approval.
4. All items listed on the Stormwater Submittal Checklist, Form #16003, must be included with the first construction drawing submittal.
5. Please note that this project will be required to meet Town's NPDES Phase II Post Construction Stormwater ordinance. A general stormwater requirement may affect this project. Refer to NCDWQ's website for more information.
6. Please note that the Town Staff has been delegated approval authority by NCDWQ for stormwater management plans. Documentation of approval to NCDEQ is the responsibility of the owner.
7. Stormwater sureties are required on this project. A performance surety in the form of a bond, letter of credit or cash is required in the amount of 125% estimated construction cost of the stormwater BMP prior to the preconstruction meeting.
8. All environmental permits must be obtained prior to construction drawing approval and/or issuance of a land disturbance permit for the entire project. This will become a condition of plan approval.
9. The layout of the sewer and retaining wall on the northwest corner of the site will be further coordinated during Civil Construction Drawing Review.
10. Internal pedestrian connectivity via sidewalks around the north side of Building A will continue to be coordinated during Civil Construction Drawing Review.
11. The proposed dumpster location will continue to be coordinated during Civil Construction Drawing Review.

RESOLUTION EXHIBIT C

TOWN COUNCIL'S FINDINGS OF FACT

The Town Council accepts the findings of fact as presented in Exhibit A or otherwise reaches conclusions independently specified below:

The Town Council made the following additional findings:

Criterion 1: X No additional findings

Criterion 2: X No additional findings

Criterion 3: X No additional findings

Criterion 4: X No additional findings

Criterion 5: X No additional findings

RESOLUTION EXHIBIT D

ADDITIONAL CONDITIONS OF APPROVAL

The Town Council added the following conditions in order to adequately make and accept the Findings of Fact:

X No additional conditions of approval

PREPARED BY/RETURN TO: JOHN SCHIFANO, ROD BOX 105

STATE OF NORTH CAROLINA
COUNTY OF WAKE

DEVELOPMENT AGREEMENT REGARDING INFRASTRUCTURE CONSTRUCTION AND FEE REIMBURSEMENT
(N.C. GEN. STAT. § 160A-420.20 *et seq.*)

BY AND BETWEEN

THE TOWN OF HOLLY SPRINGS

and

CAPITAL ASSOCIATES MANAGEMENT LLC
& DHIC, INC

THIS DEVELOPMENT AGREEMENT REGARDING INFRASTRUCTURE CONSTRUCTION AND FEE REIMBURSEMENT (this "Agreement"), made and entered into this 19 day of January, 2023 (the "Effective Date"), by and between the **TOWN OF HOLLY SPRINGS**, a North Carolina Municipal corporation, hereafter referred to as the "Town" and **CAPITAL ASSOCIATES MANAGEMENT, LLC**, a North Carolina limited liability company ("CAM"), and **DHIC, Inc.**, a North Carolina non-profit corporation ("DHIC"). CAM, DHIC and their respective successors and assigns, are hereafter referred to collectively as the "Developers," and each may be referred to herein as a "Developer." The Town and the Developers are collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, CAM is the contract purchaser of a tract of land in Wake County, North Carolina, being pictured and labeled as "Tract A" on Exhibit A attached hereto and incorporated herein by reference ("Tract 1"), which is situated within the corporate limits of the Town;

WHEREAS, DHIC is the contract purchaser of a tract of land in Wake County, North Carolina, being pictured and labeled as "Tract B" on Exhibit A ("Tract 2"), which is situated within the corporate limits of the Town;

WHEREAS, Tract 1 and Tract 2 are adjacent to each other, and together have a collective area of approximately 19 acres (collectively, the "Property"); and,

WHEREAS, the Developers are requesting approval of a development plan for a mixed-use commercial and residential development the Property, in a manner consistent with the sketch plans prepared by the Developer attached hereto as Exhibit B and incorporated herein by reference and with the terms of this Agreement (the "Project"); and,

WHEREAS, the Property is currently located within the corporate limits of the Town and is currently served by the Town potable water and sewer service; and,

WHEREAS, the Developers desire careful integration between public and private capital facilities planning, financing and construction, and further desire sufficient assurances that development standards, ordinances, policies and procedures shall remain stable throughout the extended period of development of the Property; and,

WHEREAS, it is beneficial to both the Town and the Developers to construct certain on-site and off-site infrastructure improvements relative to the Project to enable the safe and responsible treatment of wastewater by the Town and to provide potable drinking water to the ultimate users of the Project, as well as other infrastructure; and,

WHEREAS, the Town requires, pursuant to N.C.G.S. § 160A-372 and its Unified Development Ordinance ("UDO"), the dedication and construction of streets and rights of way and other infrastructure and for the distribution of population and traffic in such a manner that it will avoid congestion and overcrowding and will create conditions essential to public health, safety, and the general welfare, which may be accomplished through private drives and cross access easements across the Property; and,

WHEREAS, pursuant to rezoning 20-REZ-03, approved on April 6, 2021, the Town approved rezoning Tract 1 to Commercial Business (CB) and Tract 2 to RMF-15 pursuant to the UDO (collectively, the "Approved Rezoning"); and,

WHEREAS, the Town has enacted a subdivision control ordinance, pursuant to N.C.G.S. §160A-372, which provides for the orderly control of growth and development in the Town in general and on the Property; and,

WHEREAS, the Town is authorized pursuant to N.C.G.S § 160A-311 *et. seq.* to operate and does in fact operate a water and sewer treatment enterprise and requires, pursuant to N.C.G.S. § 160A-317, the connection to the system by owners of developed lands located within the Town, for a cost set forth in the Town's annual budget or as amended herein; and,

WHEREAS, the Town is authorized to enter into this Agreement pursuant to N.C.G.S. §§ 160A-16 and 160A-400.20 *et seq.*, and may contract with the Developers to carry out the public purposes set forth herein pursuant to N.C.G.S. §160A-20. A public hearing on this Agreement was held on September 20, 2022, and after consideration of the facts brought forth during the hearing, together with the promises and inducements contained herein, the Town Council of Holly Springs determined that it was in the best interests of its citizens to enter into this Agreement; and,

WHEREAS, the Town requires certain fees to be paid upon development of land and for the granting of a building permit, said fees being listed in the Town's annual budget and as listed as Exhibit D, and each Developer, in consideration of the foregoing benefits set forth in this Agreement, hereby agrees that (a) it (i) is familiar with these fees listed on the Town's website as of the Effective Date pursuant to

its annual adopted budget ordinance, (ii) does not dispute the reasonableness of such fees; and (b) notwithstanding any reimbursements discussed below or any fees reduced or waived via an economic development agreement between the Town and such Developer, hereby agrees to timely pay all normal and customary fees to the extent applicable to such Developer, in connection with its development of its portion of the Project at such time as each such applicable fee becomes due to the Town, in the ordinary course of development, unless otherwise provided for herein; and,

WHEREAS, the Town considers the Project favorable to the Town because (i) it contains a significant amount of non-residential (commercial, office, and retail) uses, (ii) it will add affordable housing to the community, which is a condition placed upon development of the Property by the previous owner of the Property (Wake County), (iii) it is consistent with the Town's strategic planning initiative, and (iv) the Developers have agreed to incorporate several needed public infrastructure improvements as more fully described below (the "Public Improvements") in the vicinity of the Property, which will serve the Project as well as other nearby properties, and will generally benefit the Town as a whole;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein the Town and the Developer agree as follows:

ARTICLE I
DEFINITIONS

1. **Definitions:** The terms below shall have the following meanings as used herein:

a. Actual Costs: The amount of true costs actually incurred by the Developers for construction of the Project, upon final completion and approval thereof by the Town, inclusive of the cost of acquiring easements or rights of way from those not party to this agreement, but exclusive of (i) any administrative costs (i.e., profit and overhead) of the Developers, and (ii) any construction contingency for the Project. Actual Costs, which hereinafter are agreed to be reimbursed or otherwise paid by the Town, shall be audited by the Town under generally accepted accounting principles for governments for a period of three (3) years after the last act of the Developers in connection with the Project under this Agreement. The Developers' right of reimbursement for Actual Costs pursuant to the terms of this Agreement is contingent upon the Developer first receiving from the Town advance written consent to the expected cost before the cost is incurred, provided, that such consent shall not be unreasonably withheld or delayed by the Town.

b. Affordable Housing: One hundred twenty-four (124) residential units to be built and professionally managed by DHIC, where rents shall be set at a price that on average is affordable to a household with an annual income that is no greater than 60% of the Area Median Income for the respectively-sized household in the Raleigh, NC MSA, as determined by the United States Department of Housing and Urban Development.

c. Development: Generally defined as the planning for or carrying out of a building activity, the making of a material change in the use or appearance of any structure or property, or the dividing of land into two or more parcels. "Development," as designated in a law or in a Development Permit, includes the planning for and all other activity customarily associated with it unless otherwise specified. When appropriate to the context, "Development" refers to the planning for or the act of developing or to the result of development. Specifically, in

this Agreement, the term "Development" refers to the construction by the Developers of all building activities associated with the Project as set forth on the Concept Plans.

d. Development Permit: A building permit, zoning permit, subdivision approval, special exception or conditional use permit, variance, or any other official action of the Town having the effect of permitting the Development of real property.

e. Land Development Regulations: Ordinances and regulations enacted by the Town for the regulation of any aspect of development and includes zoning, subdivision, or any other land development ordinances, including but not limited the UDO.

f. Laws: All ordinances, resolutions, regulations, comprehensive plans, land development regulations, policies, and rules adopted by the Town affecting the Development of real property, and includes laws governing permitted uses of real property, density, design, and improvements.

g. Master Plan: The plan described in Section 3.01 of the Town's Development Procedures Manual.

h. NCDOT: the North Carolina Department of Transportation.

i. Offsite Infrastructure: The public sanitary sewer gravity line, all potable water lines, and other Town-owned equipment or facilities, to the extent not located on the Property.

j. Person: An individual, corporation, business or land trust, estate, trust, partnership, association, two or more persons having a joint or common interest, State agency, or any legal entity.

k. Concept Plans: The sketch plans for the Project attached hereto as Exhibit B, which were previously submitted by Developers to the Town and have been approved by the Town.

l. Public Infrastructure: Offsite Infrastructure as well as the public sanitary sewer gravity line, all potable water lines, and other Town-owned equipment or facilities, and road improvements or fees in lieu required by the Town or NCDOT, each to the extent located on the Property or in an easement appurtenant to the Property.

m. Public Benefit: The construction and dedication of the Public Infrastructure by the Developer, an increase in commercial and retail uses as well as an increase in the Town's stock of affordable housing, each of which furthers the Town's strategic planning efforts, and in the case of the Project on Tract 1, the additional financial revenue of the Town brought by the incremental ad valorem tax value of Tract 1 as so improved.

n. Property: All real property shown or described in Exhibit A, which is subject to land-use regulation of the Town and includes any improvements, fixtures, or structures customarily regarded as a part of real property.

o. Project: The Developers' plan to develop the Property in the manner described in Concept Plans, and as approved by the Town Council of Holly Springs through its normal development

process. The Project shall include the construction of affordable housing units as well as a commercial development including office, retail and a hotel.

ARTICLE II
DESCRIPTION OF DEVELOPMENT AGREEMENT

1. SCOPE: The legal description of the Property subject to this agreement and the names of its legal and equitable property owners are contained in Exhibit A.

2. TERM: The duration of this Agreement is ten (10) years, beginning on the Commencement Date, as defined herein. The parties are not precluded from entering into subsequent development agreements that may extend this period of duration. The condition precedent to this Agreement are: (1) that Wake County shall transfer ownership of the Property to the Town; (2) that the Developers shall have received any financing necessary for their acquisition and Development of the Property; (3) that no later than ninety (90) days of the latest of (i) approval of the Master Plan and the site plan for the Development, and (ii) issuance of grading permit for the Project, the Town shall transfer ownership of Tract 1 to CAM and of Tract 2 to DHIC. The day upon which the last of the conditions precedent set forth in the preceding sentence shall be fulfilled shall be the "Commencement Date".

3. DEVELOPMENT PERMITTED USES: The development uses permitted on the Property are shown on the Concept Plans, and are subject to the Zoning Conditions as listed in Exhibit C.

a. The Project generally and initially shall consist of the Development of two (2) tracts:

(i) Tract 1 consists of approximately 11.11 acres on the western half of the Property. Development of Tract 1 shall include one or more office buildings, as well as retail facilities, a hotel, and parking.

(ii) Tract 2 consists of approximately 8.78 acres on the eastern half of the Property. Development of Tract 1 shall include one hundred twenty-four (124) residential rental dwelling units in buildings of 3 to 3-1/2 stories, as well as a playground, community building, and outside picnic areas. The improvements on Tract 1 shall be actively managed by DHIC (or an affiliate of DHIC) as an Affordable Housing development.

b. The Town hereby agrees that the land uses described herein and the Project as shown on Exhibit B is in the best interest of the Town and is in keeping with the land use plans of the Town.

c. The Developers voluntarily offered those zoning conditions set forth in Exhibit C attached hereto and incorporated herein by this reference (the "Zoning Conditions") for the Approved Rezoning, which are binding upon Development of the Property.

4. SEWER IMPROVEMENTS: The Town and the Developers evaluated whether the existing gravity and force-main lines, together with the existing Twelve Oaks Pump Station (collectively, the "Existing Sewer Infrastructure") had the capacity to support the Project, or if improvements to the Existing Sewer Infrastructure would be necessary, and they determined that the Existing Sewer Infrastructure is

not adequate to support the Project. In consideration of the early payment by the Developers of the System Development Fees required for this Project, as set forth herein, which fees are also described in the Town's annual budget for its water and sewer system, the Town has completed the construction upgrades required to the Existing Sewer Infrastructure (the "Water-Sewer Upgrades"). Notwithstanding the foregoing, in no event shall a delay associated with the Town's completion of the Water-Sewer Upgrades be cause for the Town to delay in issuance of certificates of occupancy for any portion of the Project.

Each Developer shall pay the sum of all the fees set forth in this Section 4 as required for water and sewer for the Project on such Developer's portion of the Property (the "System Development Fees" or "SDF") at such time as such Developer (i) receives construction drawing approval, subject to payment of all SDF, and (ii) has a pre-construction meeting with the Town regarding Development of the Project on such Developer's portion of the Property. The Town agrees that DHIC's obligation to install metered water connections shall be modified as follows: DHIC shall only be required to install a single metered water connection for each building of residential units (as opposed to individual metered connections for each unit) and DHIC shall pay the SDF accordingly. For purpose of clarity the following tables describe the difference:

	Residential (Normal)				
	Units	type	Cost	Total	Notes
SDF - Water	124	3/4" <3000 Sf	$ 3,741.00	$ 463,884.00	per unit 3/4" charge
SDF - Sewer	124	3/4" <3000 Sf	$ 4,054.00	$ 502,696.00	per unit 3/4" charge
SDF - Water	1	1 1/2" 3000-20,000 Sf	$ 6,890.00	$ 6,890.00	Club house
SDF - Sewer	1	1 1/2" 3000-20,000 Sf	$ 7,467.00	$ 7,467.00	Club house
			Total SDF	$ 980,937.00	

Residential (Modified approach for Affordable Housing)					
	Units	type	Cost	Total	Notes
SDF - Water	5	3" >20,000 Sf	$ 12,010.00	$ 60,050.00	
SDF - Sewer	5	3" >20,000 Sf	$ 13,015.00	$ 65,075.00	
SDF - Water	1	1 1/2" 3000-20,000 Sf	$ 6,890.00	$ 6,890.00	Club house
SDF - Sewer	1	1 1/2" 3000-20,000 Sf	$ 7,467.00	$ 7,467.00	Club house
			Total SDF	$ 139,482.00	

Note: The above fees are the SDF fees for the 2021 budget year and will be applicable to the Project if applied for and paid in the ordinary course of development as required by the Town, but any SDF fees paid after June 30, 2024 may be subject to change. The parties acknowledge that (a) SDF is dependent on the type and number of meters used, (b) construction drawing approval is required prior to application for water service, and (c) payment of SDF is required prior to final construction drawing approval.

5. TRANSPORTATION IMPROVEMENTS: The Developers shall design, permit and construct the following Public Infrastructure improvements relating to transportation:

a. Design and construct half of the recommended 86-foot, 4-lane median thoroughfare with bike lanes on N. Main Street from the northern property line of the Property to Sportsmanship Way.

b. Design and construct a northbound left turn lane (approximately 100 feet in length) on N. Main Street at the access point on N. Main Street north of Sportsmanship Way, opposite Trellis Pointe Drive.

c. Provide a Fee-in-Lieu ("FIL") payment in the amounts set forth below for its proportionate share of the following improvement projects as required by the Town, and such payment shall be made upon the approval of civil construction drawings for such Developer's portion of the Project:

- FIL of design and construction of northbound right turn lane on N. Main Street at Old Smithfield Road / Sunset Lake Road, in an amount to be determined prior to Master Plan approval, as calculated by an opinion of probable cost by a licensed professional engineer, the selection of which is mutually agreed to by the applicable Developer and the Town;
- FIL of design and construction of future traffic signal on N. Main Street at Katha Drive / Arbor Creek Drive in the amount of $12,995 for the Project as a whole;
- FIL of half a 20-foot median from the terminus of the existing median on N. Main Street [Trellis Pointe Drive] to the Northern property line of the Property, in the amount of $10,325 for the Project as a whole;

d. The Development of the Project shall include construction and installation of a pedestrian crosswalk featuring a rapid beacon signals across Sportsmanship Way, as illustrated on the Master Plan.

e. Construction of Approximately 510 linear feet of pedestrian sidewalk along the eastern border of the Property adjacent to and running parallel with N. Main Street. In the event the pedestrian sidewalk shall cross onto property owned by the Town, the Town will provide the necessary easements to the Developers to construct the pedestrian sidewalk on its property.

f. Construction of Approximately 500 linear feet of a pedestrian greenway beginning at the end of the existing greenway path as of the Effective Date, just to the north of Sportsmanship Way, and continuing north along the western boundary of the Property, ending at the underpass beneath North Carolina Highway 55. In the event the pedestrian greenway shall cross onto property owned by the Town, the Town will provide the necessary easements to the Developers to construct the pedestrian greenway on its property.

g. As a FIL, the Developers shall dedicate right of way to the Town for upgrades to NC 55 consisting of a 20 foot wide strip running along the westernmost edge of the Property.

h. The Developers shall dedicate a 10+/- foot wide strip of right of way to the Town on N. Main Street from the northern property line of the Property to Sportsmanship Way (included in subparagraph 5(a) above).

i. The Developers shall be allowed to construct a roadway across land currently owned by the Town adjacent to Sportsmanship Way (the "Town Property") in order to provide

b. Provide any off-site parks and recreation amenity for dedication to the Town, in the sole discretion of the Town, such as a dedicated greenway on the western side of NC 55 By-pass, on property owned by Wake County.

11. TERMS REQUIRED FOR PUBLIC SAFETY: Description of any conditions, terms, restrictions, or other requirements determined to be necessary by the Town for the public health, safety, or welfare of its citizens.

a. All Zoning Conditions shall be complied with in the Development of the Project.

12. HISTORIC STRUCTURES: None exist on the Property.

13. DEVELOPMENT SCHEDULE: The Developers, in consideration of the covenants contained herein, shall be allowed the following expedited review considerations: (i) concurrent review of a master plan and a development plan; (ii) concurrent review of construction drawings (civil) and building permit review; (iii) to submit the items in clause (ii) for review by Town staff prior to Town Council approval of a development plan or master plan for the Project, so long as a favorable recommendation for the Project has been received from the Town's Planning Board.

ARTICLE III
DUTIES OF THE DEVELOPERS

1. The Developers shall design, permit, and construct the Offsite Infrastructure for the Project in the location(s) approved by the Town and as shown on plans (to be submitted), according to engineering best practices, requirements of the Town, and requirements of NCDEQ and any other applicable State regulatory agency. The Developers shall secure and dedicate to the Town all easements on the Property necessary for the construction and perpetual maintenance of the Public Infrastructure constructed in connection with the Project. For Public Infrastructure to be installed by the Developers on any land not owned by or controlled by the Developers, the Town shall convey such land to the Developers, if owned by the Town, or secure all necessary easements on any such land, if owned by third parties, for the construction and perpetual maintenance of the Public Infrastructure in a timely manner so as not to delay the completion of the Developers' duties hereunder.

2. The Developers shall construct in a workmanlike manner the Public Infrastructure on the Property (i) according to the design specifications and criteria of the Town which are in existence as of the Effective Date, and (ii) in full compliance with any applicable NCDEQ requirements. The Public Infrastructure on the Property, together with any and all appurtenances, easements, and equipment associated with the Project and required for public dedication, shall be dedicated to the Town in a manner consistent with the development plan for the Project and in a manner in accordance with the Town's standards.

3. The Developers shall construct the Public Infrastructure on the Property and the Offsite Infrastructure according to the plans and specifications submitted in a manner consistent with the standards of the Town in effect as of the Effective Date.

4. The Developers shall pay all development fees for the Project at the time they would otherwise ordinarily be due (or as otherwise amended pursuant to Section 4 above), in an amount that is

determined by the fee schedule approved in the annual budget which is in effect at the time of this Agreement.

ARTICLE IV
GENERAL TERMS

1. All of the Developers' obligations under this Agreement, including but not limited to the obligations under Articles II and III of this Agreement, are contingent upon (i) satisfaction of the conditions precedent set forth in Section 2 of Article II above, and (ii) the Town's approval of the Master Plan and a site plan for the Project, and (iii) issuance of all Development Permits for the Project to one or both of the Developers.

2. All reimbursements, if any, for the Project shall be provided on the basis of final documented Actual Costs, as approved by the Director of Engineering for the Town, in accordance with this Agreement. Any opinions of project cost included in this Agreement are based upon preliminary designs and are approximate.

3. The Developers shall be responsible for the complete design and construction of the Project, including all surveying, design, permitting, plat preparation and recordation, testing, engineering, bidding, construction, inspection, acceptance, easement maps and documents, construction management, construction administration, and all other necessary functions to ensure that the Project is complete-in-place and fully functional, built and operational in accordance with Town and State standards and approved plans for the Project. The costs of all of these items shall be borne by the Developers and shall not be subject to reimbursement or participation by the Town, except as specifically described in this Agreement.

4. In the course of installing the sewer line or any other work on easements obtained by the Town or under the Town's ownership, the Developers shall operate under permission to encroach onto a Town easement and shall hold the Town harmless from acts or omissions by or on behalf of the Developers.

5. Each Developer agrees to protect, defend, indemnify and hold the Town, and its officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, and other expenses or liabilities of every kind or character, to the extent arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of actions of every kind and character, made by third parties, in connection with or arising out of the entry onto and performance of work for the Project or the Public Infrastructure on easements held by the Town, except to the extent that any such liability arises out of the negligence or willful misconduct of the Town or its agents, employees or contractors.

6. The Town agrees to protect, defend, indemnify and hold the Developers, and their respective officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, and other expenses or liabilities of every kind or character, to the extent arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of actions of every kind and character made by third parties, in connection with or arising out of the injury to (including death of) persons or physical damage to property arising out of the performance of Town's obligations under this Agreement by the Town, its agents, employees and contractors (collectively, "Claims"), except to the extent any such Claims arise out

of the negligence or willful misconduct of a Developer, or its agents, employees or contractors. The Town further agrees to investigate, handle, provide defense for and respond to, any such Claims at its sole expense and agrees to bear all other costs and expenses related to such Claims, even if such Claims are groundless, false, or fraudulent but only to the extent the same are not expressly excluded as set forth herein.

7. The Project shall be subject to the Town's policies and procedures regarding Town acceptance and warranty on Public Infrastructure.

8. It shall be the responsibility of the Developers to ensure that all regulatory approvals for the Project or any part thereof, are in place before beginning construction.

9. The Town Manager is authorized to make decisions in regard to approvals, including changes to this Agreement in order to complete the scope of work required, within his authority granted by the Town Council, except as otherwise stated herein or required by Town ordinance.

10. The Town shall secure all necessary easements for the Public Infrastructure that is the subject of this Agreement.

ARTICLE V
OTHER

1. The Project shall be subject to the Town's policies and procedures regarding Town acceptance and warranty on Offsite Infrastructure. This Agreement shall not modify the warranty and acceptance procedures established by the Town through the Engineering Standards in place as of the Effective Date.

2. All notices, reports, and other communications given pursuant to this Agreement shall be in writing and shall either be mailed by first class mail, postage prepaid, certified or registered with return receipt requested, or by next-business day delivery via a nationally recognized overnight courier, or delivered in person to the intended addressee. Notice sent by certified or registered mail shall be effective upon the date of delivery indicated on the return receipt. Notice given in any other manner shall be effective upon actual receipt, or rejection of delivery, by the addressee.

3. This Agreement does not provide for the application of subsequently enacted Laws, ordinances, development policies, practices, procedures or standards. The Laws, ordinances, development policies, practices, procedures and standards applicable to the Development of the Project are those in force as of the Effective Date, in the manner prescribed by Holly Springs Ordinance § 14-164.

4. Notices under this Agreement shall be sent to the following:

FOR THE TOWN:

Randy J. Harrington
Town Manager
PO Box 8
Holly Springs, NC 27540
Reference:

FOR THE DEVELOPERS:

Capital Associates Management, LLC
Attn: Frank Baird, Manager
1501 Sunrise Ave, Suite 100
Raleigh, NC 27608

DHIC, Inc.
Attn: Natalie Britt
Vice President, Real Estate Development
113 S Wilmington Street
Raleigh, NC 27601

5. This Agreement shall be governed by and construed in accordance with the law of the State of North Carolina. The Parties consent to the jurisdiction of Superior Court Division of the General Court of Justice located in Wake County, North Carolina in the event a dispute arises between them regarding the terms of this Agreement.

6. If any paragraph or part of this Agreement is found void or unenforceable, the remainder of this Agreement shall continue in full force and effect.

7. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective heirs, successors and assigns.

8. This Agreement contains the entire agreement of the parties and there are no representations, inducements or other provisions relevant to the subject matter hereof, other than those expressed in writing.

9. Exhibit List: The following exhibits attached hereto are incorporated herein by this reference:

EXHIBIT A:	Map of the Property
EXHIBIT B:	Concept Plan
EXHIBIT C:	Zoning Conditions

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

TOWN OF HOLLY SPRINGS

(*Town Seal*)

BY: _____
Randy J. Harrington, Town Manager

ATTEST:

_____
Linda McKinney, Town Clerk
Kathy White, Deputy Town Clerk

This document is sufficient as to form.

_____
John P. Schifano, Town Attorney

This instrument has been pre-audited in the manner proscribed by the Local Government Finance Act.

_____
Patty Dressen
Interim Finance Director

NORTH CAROLINA
WAKE COUNTY

I, a Notary Public of the County and State aforesaid, certify that Linda C. McKinney personally came before me this day and acknowledged that she is the Town Clerk/Deputy Town Clerk of the Town of Holly Springs, and that the seal affixed to the foregoing instrument in writing is the corporate seal of said Town, and that said writing was signed and sealed by her in behalf of said corporation by its authority duly given and the said person acknowledged this writing to be the act a deed of said corporation.

WITNESS my hand and official stamp (or seal), this the 19th day of January, 2023.

KATHRYN L WHITE
NOTARY PUBLIC
WAKE COUNTY, NC
My Commission Expires 3-4-2025

_____
Notary Public

My Commission Expires: 3-4-25

[Agreement signatures continue on next page]

[Agreement signatures continued from previous page]

CAPITAL ASSOCIATES MANAGEMENT, LLC

By: _____
Name: Frank P. Baird
Title: CEO, Manager

(*Seal*)

STATE OF NORTH CAROLINA
COUNTY OF Wake

I, a Notary Public for the aforesaid county and state, certify that Frank P. Baird, personally came before me this day and acknowledged that he is the CEO and a Manager of Capital Associates Management, LLC, a North Carolina limited liability company, and that he, in such capacity, executed the foregoing on behalf of the said limited liability company.

WITNESS my hand and official stamp (or seal), this the 13th day of January, 2023

TERRI PAGNANI NOTARY Comm. Exp. 3-15-2025 PUBLIC WAKE COUNTY, NC

Terri Pagnani
Notary Public
Terri Pagnani, Notary Public
Typed/Printed Name
My Commission expires: 03-15-2025 tmp

[Official Seal]

DHIC, Inc.

By: _____
Name: Natalie Britt
Title: Vice President

(*Seal*)

STATE OF NORTH CAROLINA
COUNTY OF _____

I, a Notary Public for the aforesaid county and state, certify that Natalie Britt, personally came before me this day and acknowledged that she is the Vice President of DHIC, Inc., a North Carolina non-profit corporation, and that she, in such capacity, being authorized to do so, executed the foregoing on behalf of the said non-profit corporation.

WITNESS my hand and official stamp (or seal), this the ___ day of January, 2023.

_____
Notary Public
_____, Notary Public
Typed/Printed Name
My Commission expires: _____

[Official Seal]

[end of Agreement signatures]

[Agreement signatures continued from previous page]

CAPITAL ASSOCIATES MANAGEMENT, LLC

By: _____
(*Seal*) Name: Frank P. Baird
Title: CEO, Manager

STATE OF NORTH CAROLINA
COUNTY OF _____

I, a Notary Public for the aforesaid county and state, certify that Frank P. Baird, personally came before me this day and acknowledged that he is the CEO and a Manager of Capital Associates Management, LLC, a North Carolina limited liability company, and that he, in such capacity, executed the foregoing on behalf of the said limited liability company.

WITNESS my hand and official stamp (or seal), this the ___ day of January, 2023

_____
Notary Public

_____, Notary Public
Typed/Printed Name

[Official Seal] My Commission expires:_____

DHIC, Inc.

By: Natalie Britt
(*Seal*) Name: Natalie Britt
Title: Vice President

STATE OF NORTH CAROLINA
COUNTY OF Wake

I, a Notary Public for the aforesaid county and state, certify that Natalie Britt, personally came before me this day and acknowledged that she is the Vice President of DHIC, Inc., a North Carolina non-profit corporation, and that she, in such capacity, being authorized to do so, executed the foregoing on behalf of the said non-profit corporation.

WITNESS my hand and official stamp (or seal), this the 13 day of January, 2023.

Kayla Rosenberg
Notary Public

Kayla Rosenberg, Notary Public
Typed/Printed Name

[Official Seal] My Commission expires: April 30, 2025

[end of Agreement signatures]

KAYLA ROSENBERG
Notary Public, North Carolina
Wake County
My Commission Expires
April 30, 2025

EXHIBIT A
Map of Property

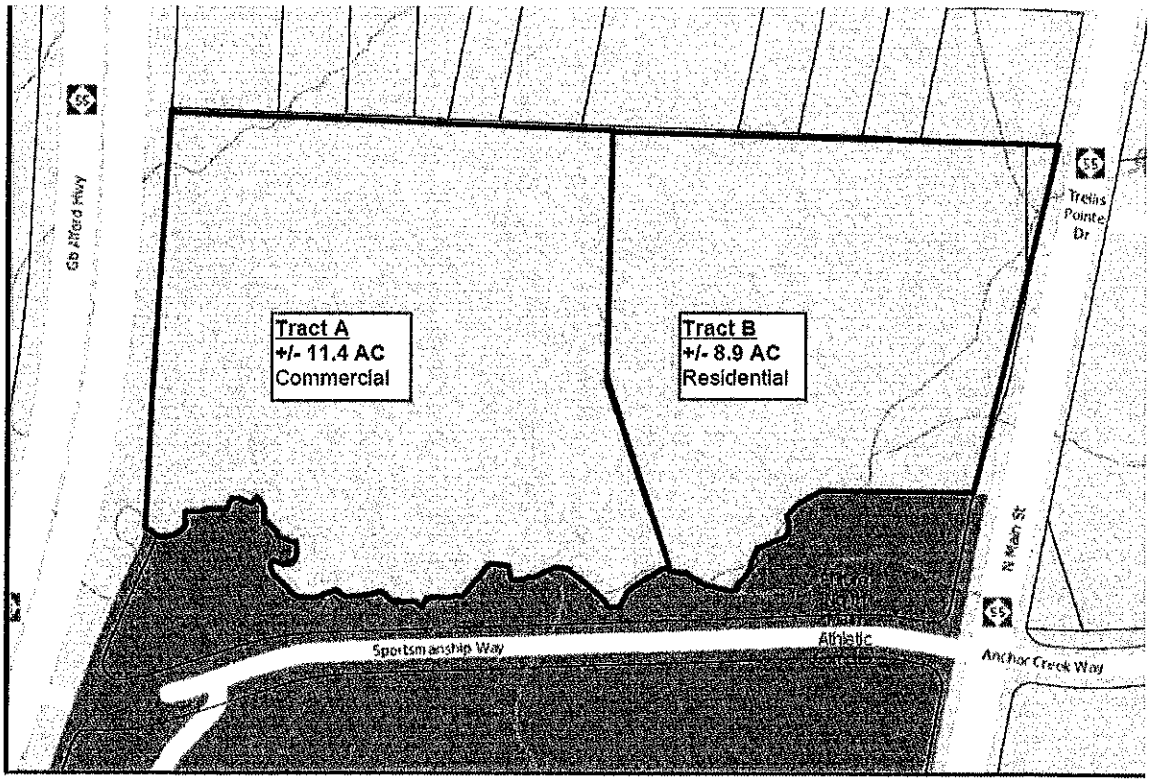
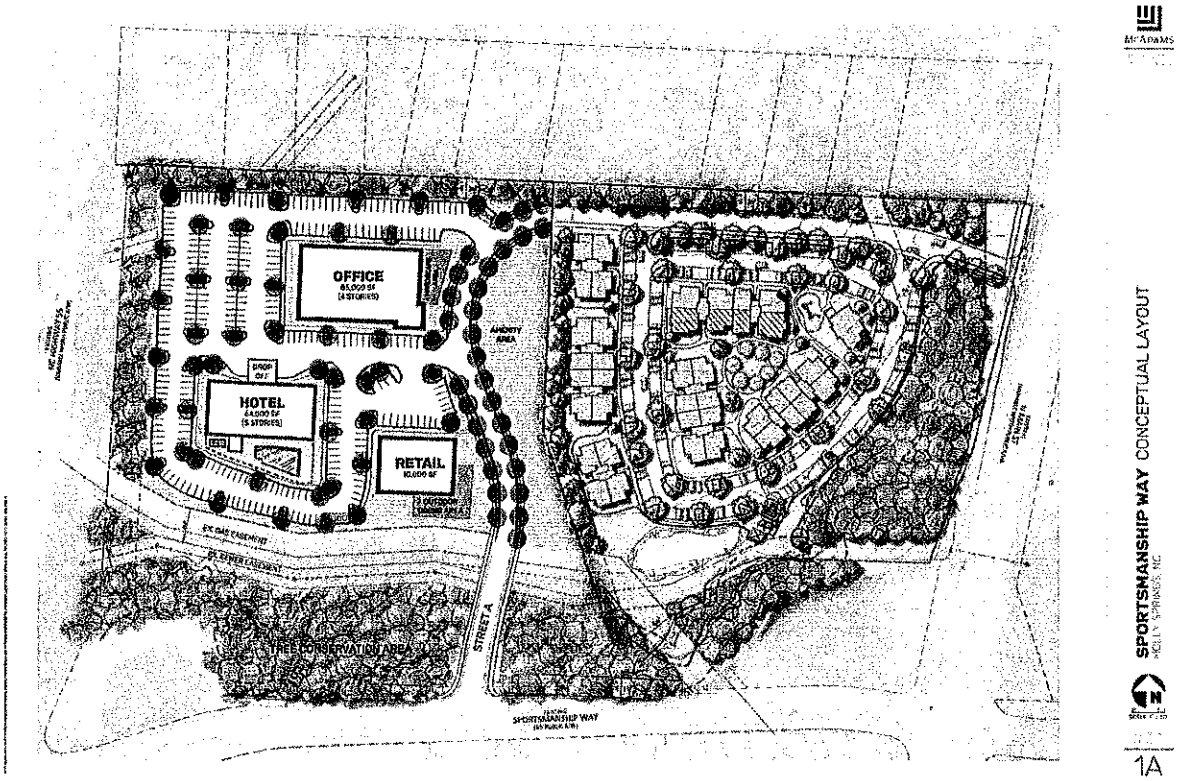


Exhibit B
Concept Plan



[continued on next page]

[end of Exhibit B]

Exhibit C
Zoning Conditions

1) The following uses shall be prohibited uses within the CB zoning district: Automotive Sales & Service: Automobile Parts Sales (new); Quick Oil Change Facility; Car Wash (automatic or self); Gasoline Service Station without repair; Motor Cycle/Scooter Sales; Automotive Sales & Service: Automotive Repair – Minor; Gasoline Service Station with minor repair (not to exceed two (2) accessory indoor service bays); Kennels (with outdoor runs); Food Sales and Service: Restaurant Drive Through, Stand Alone; Public Facilities: Neighborhood Recycling Collection Point; Communications/Utilities: Electricity Relay Station; Retail: Satellite Dish Sales and Service (outdoor display).

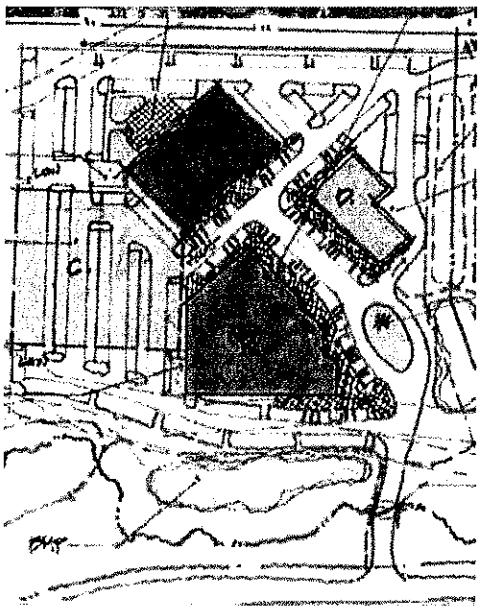
2) The CB zoning district shall contain a Class A commercial office building with a minimum square footage of 70,000 Square Feet with a minimum building height of 2 stories.

3) The following uses shall be permitted uses within the R-MF-15 zoning district: Residential:

   Multifamily dwellings. The allowed residential uses must meet the requirements of Section 42 of the Internal Revenue Code or a substantially equivalent form of affordable rental housing. 100% of the dwelling units developed on the property must meet this requirement. Accordingly, rents shall be set at a price that on average is affordable to a household with an annual income that is no greater than 60% of the Area Median Income for the respectively-sized household in the Raleigh, NC MSA, as determined by the United States Department of Housing and Urban Development.

4) The CB and R-MF-15 parcels will have both vehicular and pedestrian connectivity so that the two zoning parcels that make up this request will be interconnected and function as a horizontal mixed use development. Each parcel shall record an easement in a form approvable by the Town allowing cross access.

5) The CB zoned parcel shall provide a primary entrance driveway/street from Sportsmanship Way. To create a walkable street scape along this primary driveway/street, a minimum and maximum building setback will be established by the project master plan. To establish the intent of commercial building placement, no more than one bay of off-street parking spaces shall be constructed between the building and primary driveway/street. This is more particularly illustrated below:



Note: The above illustration is conceptual in nature and meant to illustrate desired building placement only. Final design will be determined at the time of development plan(s) submittal(s).

6) Off-street parking within the CB zoning district shall utilize shared parking. This shared parking shall be memorialized within a shared parking agreement. The property owners involved in the joint use of off-street parking areas shall submit a legal agreement approved by the town attorney as to form and content guaranteeing that said required off-street parking shall be maintained so long as the use requiring off-street parking is in existence or unless the required off-street parking is provided elsewhere in accordance with the provisions of this Section. Such instrument, when approved as conforming to the provisions of this section, shall be recorded by the property owner with the Wake County Register of Deeds and a copy thereof filed with the Department of Development Services.

7) The development shall construct and install a pedestrian crosswalk featuring a rapid beacon signals across Sportsmanship Way, such location shall be determined at the time of master plan submittal.

8) Developed open space areas within the proposed developments shall feature at least one of the following: hardscape areas; outdoor seating areas; public art; playground and pergolas/gazebos.

9) A minimum of one of the following types of Green Stormwater Infrastructure shall be used in connection with any development on the subject property: permeable pavement parking spaces or pervious pavers in pedestrian areas; or rainwater harvesting (cisterns); or bio-swales. Reclaimed water for commercial irrigation purposes whenever feasible shall be utilized.

10) Emphasis shall be placed on placemaking within the development. To ensure this occurs, the following landscaping practices shall be utilized:
   a. The use of vertical landscaping or public art shall be utilized adjacent to a minimum of two (2) commercial outdoor seating or gathering areas;
   b. To the greatest extent possible, street trees shall be installed in accordance with the Town of Holly Springs UDO requirements along the primary entrance driveway/street from Sportsmanship Way.
   c. Within the CB zoning district, the use of planters shall be positioned as to energize and identify pedestrian entrances, such entrances shall be flanked by at least one planter. Planters shall have a minimum height 24" and a minimum width of 18".

[end of Exhibit C]

STATE OF NORTH CAROLINA

COUNTY OF WAKE

ECONOMIC DEVELOPMENT AGREEMENT

BY AND BETWEEN

CAPITAL ASSOCIATES MANAGEMENT, LLC

And

THE TOWN OF HOLLY SPRINGS, NC

DATED: January 19, 2023

This Economic Development Agreement (this "Agreement") is entered into, effective as of January 19, 2023, by and between Capital Associates Management, LLC, (hereinafter the "Company"), the Town of Holly Springs, a North Carolina Municipality, (hereinafter, the "Town").

RECITALS

WHEREAS, the Town is vitally interested in the economic welfare of its citizens and the creation and maintenance of sustainable jobs for its citizens in strategically important industries and therefore wishes to provide the necessary conditions to create a non-residential business complex, stimulate investment in the local economy and promote business, resulting in the creation and retention of a substantial number of jobs at competitive wages, and to encourage economic growth and development opportunities which the Town has determined will be made possible pursuant to the Project (as defined below); and,

WHEREAS, the Company has proposed (i) to make or cause to be made a capital investment of at least $20 million for the Project consisting of a "Class A" office building containing at least 70,000 square feet, retail, and a potential hotel according to a site plan approved by the Town, which will include taxable land, buildings, and equipment having an initial aggregate cost of at least $20 million, and (ii) to complete the necessary site work for the Project and for the nearby affordable housing project being undertaken by DHIC to move forward (collectively, the "Target Capital Investment").

WHEREAS, the Town recognizes that the Project will bring direct and indirect benefits to the Town, including, but not limited to, job creation, increase in ad valorem tax base, economic diversification and stimulus and has offered economic development incentives and inducements (the "Inducements") to induce the Company to locate the Project at the Site, and such Incentives do in fact induce the Company to locate the Project at the Site, and;

WHEREAS, the Company fully intends to establish, through the Project, an important presence in the Town by creating a Class A office building, which will accommodate a large number of employees and yield a substantial returns to the Town.

WHEREAS, the Town hereby acknowledges that the terms of this Agreement, including specifically the Inducements and other assistance described in this Agreement, constitute a dispositive inducement to the Company to locate the Project at the Site.

WHEREAS, the Company hereby acknowledges that its decision to locate the Project at the Site resulted from the Town's offer of the Inducements and other assistance described in this Agreement, and;

WHEREAS, the Company proposes to build the Project at the Site (defined below), which is an approximate 10-acre site owned by Wake County ("County"). The County

requires the Town to serve as an intermediary between the County and the Company for purposes of the land acquisition by the Company, which shall be a purchase for fair market value as determined by an appraiser; and,

WHEREAS, The Town is authorized pursuant to N.C.G.S. § 158-7.1 to acquire and assemble land for commercial and industrial development purposes, and make appropriations and expenditures and convey interest in real property by private negotiation, and upon a public hearing, make a determination of proper consideration for such conveyance based on such factors as prospective tax revenues from improvements, increase of jobs, and other stimuli of the local economy. Expenses by the Town pursuant to this statute are limited by law, and the Parties understand that the expenses undertaken by the Town do not exceed this limitation; and,

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein the Town and the Company agree as follows:

ARTICLE I

LOCAL ECONOMIC DEVELOPMENT INCENTIVES RELATED TO LOCATION OF PROJECT; LAND, DEVELOPMENT AND INFRASTRUCTURE

A. Land Acquisition for Project

(1) The Company agrees to locate the real estate development consisting of the "Class A" office building containing at least 70,000 square feet, plus retail and a potential hotel (collectively, the "Project"), on a tract of land to be purchased by the Company from the Town for a purchase price equal to the fair market value thereof, as more particularly described below. The tract of land consists of approximately 10 acres located on Sportsmans Way, north of Ting Park (such property being referred to as the "Site"). The Site is denoted on the map attached hereto as Exhibit A.

(2) The Company agrees to pay the Town an amount equal to the fair market value for the Site, as determined by an appraisal dated October 28, 2020, by Kirkland Appraisals, LLC with an indicated value of One Million Twenty Thousand and No/100 Dollars ($1,020,000) (the "Appraised Value"). The Town shall acquire the Site from the County pursuant to a Disposition Contract, attached hereto as Exhibit B. Sale of the Site to the Company in lieu of a sale of the land compliant with ordinary public bidding law is authorized as an economic development incentive, as the Company shall develop a business park consistent with its plans described in the Project and approved through the Town's normal development process, irrespective of any promises or inducements made in this Agreement. As further described in Article III, below, failure of the Company to complete at least 80% of the Target Capital Investment within a specified timeframe may result in a reconveyance of the Site to the Town.

(3) The Town's conveyance of the Site to the Company shall be subject to (i) any easements, rights of way, or other property of record at the time of conveyance, and (ii) the Town's reservation of any further easements then known by the Town to be necessary to be dedicated as a result of the Project, as approved by the Company. In the event that additional rights of way or easements are necessary for completion of the Project, the Company agrees to convey those easements to the Town without compensation in the ordinary course of the development of the Project.

(4) The form of the Company's contract with the Town for acquisition of the Site (the "Company PSA") is attached hereto as Exhibit D. The Company PSA provides a due diligence period of not more than 90 days and requires that the Town shall tender a Special Warranty Deed with a deed reference to the covenants contained in this Economic Development Agreement. The closing under the Company PSA shall occur on the date (the "Closing Date") that is thirty (30) days after the latest of (i) issuance of site plan approval, (ii) approval of a subdivision plat for the Site, and (iii) the issuance of a grading permit to the Company for the Project. The Company PSA further provides that in no event shall the Closing Date occur later than the third anniversary of the Company submitting for the last of the approvals described in clauses (i) – (iii) of the previous sentence.

B. Compliance with Development Agreement

The Parties are contemporaneously entering into a Development Agreement pursuant to NCGS § 160D-1001, et. seq., setting forth development-related criteria and inducements (the "Development Agreement"), in the form attached hereto as Exhibit C.

C. Summary of Inducements.

The Company represents that the Inducements are necessary for the Project and without said Inducements, the Company would not locate the Project in Holly Springs, would not develop the Project and would not complete the Target Capital Investment. In summary, the Inducements offered by the Town to the Company are as follows:

(1) Transfer of the Site pursuant to the Company PSA for fair market value, based on a certified appraisal, without the requirement of a public bid and upset period;

(2) Compliance with all requirements of the Development Agreement; and

(3) The final approved site plan for the Project shall remain active and the Company shall not be required to re-apply for site plan approval for a period of three (3) years after the Closing Date.

ARTICLE II

COMPANY INVESTMENT REQUIREMENTS

Some of the Inducements are offered to the Company by the Town prior to the Company's completion of the Target Capital Investments, however the Inducements are expressly conditioned upon the following:

(a) The "Investment Period" shall be defined as the date that is five years after the Closing Date. During the Investment Period, the Company shall use all best efforts to achieve the Target Capital Investment, provided that the Town agrees that bonding of the site work portion of the Target Capital Investment in a manner sufficient for the DHIC project to proceed shall be deemed as completion of that portion of the Target Capital Investment for purposes of the foregoing Investment Period requirement; and

(b) The Company is not in arrears in the payment of its annual property taxes, utility fees, or other obligations to the Town.

ARTICLE III

UNSUCCESSFUL COMPLETION OF TARGET CAPITAL INVESTMENT

A. Reimbursement and Refund When Operations Cease After Completion of the Project

If the Company does not complete construction of the Target Capital Investment within five (5) years of the Company's receipt of the later of site plan approval and grading permits for such construction (such later date, the "Commencement Date"), subject to any extension agreed to by the Company and Town, then the Town, at its option, may, by written notice to the Company to be delivered on or before the sixth (6^{th}) anniversary of the Commencement Date, repurchase the Site at a purchase price equal to the Company's purchase price for the Site under the Company PSA plus all actual cost expended by the Company on the development of the Site to include all construction cost, payments in lieu, engineering, architectural, and other consulting fees expended to develop the Site for the Project.

B. Security in the Event Operations Cease Prior to Completion of the Project.

Upon receipt of construction drawing approval by the Town for the utilities and site work for the Project and for the DHIC affordable housing project, the Company shall provide a sealed engineer's estimate evidencing the actual construction costs of all such site work (the "Site Work Costs"). Company shall submit, at its election, one of the following forms of security to the Town equal to 115% of the Site Work Costs: (i) a payment and performance bond; (ii) a letter of credit from a bank with a situs within 150 miles of the Town; or (iii) a cash deposit ("Site Work Security"). In the event the Company or its developer shall fail to complete the site work portion of the Target

Capital Investment within thirty-six (36) months of the Closing Date, the Town shall be entitled to payment of the Site Work Security, for the full amount, without offset.

ARTICLE IV

GENERAL PROVISIONS FOR LOCAL INCENTIVES

A. Payment of Inducements.

The Inducements shall be paid in the manner permitted by North Carolina law and shall be expended only in accordance with N.C.G.S. §158-7.1 and other applicable provisions of federal, state and local laws. In no event shall any such payment be made except from lawfully available funds, nor shall payment be made if the Company has outstanding property taxes with respect to the Project, or other amounts owed to the Town, then due (in which case payment shall be made after such. obligations are discharged following written notice of such delinquency to the Company). If all conditions set forth herein have been satisfied, unless otherwise specified, the term "Year" refers to a fiscal year of the Town, which begins on July 1 and ends on the following June 30.

ARTICLE V

OTHER PROVISIONS

A. Adverse Change

The parties acknowledge that the Project is mutually beneficial and supports the substantial investments in the Project by each party as outlined herein. The Project is based on current laws, policies, regulations and commitments. If during the term of the Project, the benefits to the parties as contemplated herein are successfully challenged or are adversely affected by changes resulting from legislative changes or administrative or judicial interpretation of laws, policies or regulations, the parties will, to the extent permitted by law, amend the Project and the Inducements so the parties receive at least the same benefits contemplated herein as if such laws, policies, regulations and commitments, or the Interpretations thereof, have not changed.

B. Change in Law

In the event any applicable law, policy or regulations applicable to the Company adversely affects or impacts the effective operation of the Project, the Town will endeavor to amend such law, policy or regulation to facilitate effective operation of the Project, so long as such amendment is in the interest of the Town.

C. Further Action

The parties acknowledge that the terms of the Project and the Inducements and

other assistance described in this Agreement are subject to further actions legally necessary under North Carolina law to implement the Agreement in a lawful manner.

D. Entire Agreement; Amendment; Authority

This Agreement is the entire agreement between these parties as to the subject matter referenced herein, without regard to any prior agreements, understandings or undertakings (whether oral, written, electronic or otherwise), and no amendment may be made to this Agreement except with the prior written consent of all parties. The parties, and each person executing this Agreement on behalf thereof, represent and warrant that they have the full right and authority to enter into this Agreement, which is binding, and to sign on behalf of the party indicated, and are acting on behalf of themselves, their members and the successors and assigns of each of them. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to any construction arising from the application of conflicts or choice of law principles, and without regard to any construction arising by virtue of the negotiation or the persons who drafted this Agreement. The Parties consent to exclusive jurisdiction of the State of North Carolina, Wake County for this Agreement. Furthermore, NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A PLEDGE OF THE FAITH AND CREDIT OF THE TOWN WITHIN THE MEANING OF ANY CONSTITUTIONAL DEBT LIMITATION. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS DELEGATING GOVERNMENTAL POWERS NOR AS A DONATION OR A LENDING OF THE CREDIT OF THE TOWN WITHIN THE MEANING OF THE CONSTITUTION OF THE STATE OF NORTH CAROLINA. THIS AGREEMENT SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE TOWN TO MAKE ANY PAYMENTS BEYOND THOSE APPROPRIATED BY THE TOWN FOR ANY FISCAL YEAR IN WHICH THIS AGREEMENT SHALL BE IN EFFECT. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED TO PLEDGE OR TO CREATE A LIEN ON ANY CLASS OR SOURCE OF THE CITY OR THE COUNTY'S MONIES, NOR SHALL ANY PROVISION OF THE AGREEMENT OPERATE BEYOND ITS INTENDED SCOPE SO AS TO RESTRICT, TO ANY EXTENT PROHIBITED BY LAW, ANY FUTURE ACTION OR RIGHT OF ACTION ON THE PART OF THE TOWN COUNCIL. TO THE EXTENT OF ANY CONFLICT BETWEEN THIS SECTION AND ANY OTHER PROVISION OF THIS AGREEMENT, THIS SECTION SHALL TAKE PRIORITY. THE TOWN HAS HAD THIS AGREEMENT, AND THE INCENTIVES CONTEMPLATED HEREUNDER, PRE-AUDITED TO ENSURE COMPLIANCE WITH THE BUDGETARY ACCOUNTING REQUIREMENTS (IF ANY) THAT APPLY. THIS AGREEMENT IS CONDITIONED UPON, AND SHALL NOT BECOME OPERATIVE UNTIL, ANY REQUIRED PRE-AUDITED CERTIFICATION IS SUPPLIED.

E. Severability

If any court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, then (a) such holding shall not invalidate or render

unenforceable any other provision of this Agreement, unless such provision is contingent on the invalidated provision; and (b) the remaining terms hereof shall, in such event, constitute the parties' entire agreement.

F. Assignment

The Company shall not assign this Agreement or any portion thereof without the written consent of the Town, nor shall the Company assign any funds due or to become due to it hereunder without the prior written consent of the Town, except, however, that the Town's consent shall not be required for the Company's assignment of its rights and obligations under this Agreement to the same entity that receives a Permitted Assignment (as defined in the Company PSA), pursuant to the terms of the Company PSA. In the event of a substantial change of ownership of the Company, the Company shall inform the Town in writing, which may declare such change in ownership as an assignment requiring either renegotiation or termination of this Agreement.

G. Certificate of Authority

Should the Company (or the appropriate wholly owned subsidiary of the Company) not have an active Certificate of Authority to transact business in North Carolina, the Company (or the appropriate wholly owned subsidiary of the Company) shall file a Certificate of Authority with the Office of the Secretary of State to transact business in the State of North Carolina as required by North Carolina Law promptly after the execution of this Agreement.

H. Counterparts; Jurisdiction

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original. The parties submit to the exclusive jurisdiction of the state courts, Wake County.

I. Audit Right

The Town reserves the right to require a certified audit or may perform the audit through the use of its staff pertaining to the Company's compliance with the capital investment contemplated under this Agreement.

J. Annual Report

In the event the Company is not a public company or should cease to be a public company, with its annual report publicly available online for review, the Company shall furnish to the Town a copy of its annual Financial Statements prepared by its CFO as soon as It becomes available to the Company, but no later than six months following the Company's fiscal year end.

K. Due Authorization

Each of the parties hereto represents and warrants to each of the other parties that the execution, delivery and performance of this Agreement has been duly and validly authorized by all necessary corporate or governmental action on its part.

L. Recording

This Agreement shall not be recorded, but the parties agree to cause a memorandum hereof, to be mutually approved by the parties, to be recorded prior to conveyance of the Site to the Company pursuant to the Company PSA.

EXHIBIT LIST

Exhibit A Map of Site and surrounding area.

Exhibit B: Land Disposition Contract Between County

Exhibit C: Development Agreement

Exhibit D: Company PSA

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

TOWN OF HOLLY SPRINGS

(*Town Seal*)

BY: _____
Randy J. Harrington, Town Manager

ATTEST:

_____
Linda McKinney, Town Clerk
Kathy White, Deputy Town Clerk

This document is sufficient as to form.

_____
John P. Schifano, Town Attorney

This instrument has been pre-audited in the manner proscribed by the Local Government Finance Act.

_____
Patty Dressen
Interim Finance Director

NORTH CAROLINA
WAKE COUNTY

I, a Notary Public of the County and State aforesaid, certify that Linda C McKinney personally came before me this day and acknowledged that she is the Town Clerk/Deputy Town Clerk of the Town of Holly Springs, and that the seal affixed to the foregoing instrument in writing is the corporate seal of said Town, and that said writing was signed and sealed by her in behalf of said corporation by its authority duly given and the said person acknowledged this writing to be the act a deed of said corporation.

WITNESS my hand and official stamp (or seal), this the 19th day of January, 2023.

KATHRYN L WHITE
NOTARY PUBLIC
WAKE COUNTY, NC
My Commission Expires 3-4-2025

_____
Notary Public

My Commission Expires: 3-4-25

[Agreement signatures continue on next page]

[Agreement signatures continued from previous page]

CAPITAL ASSOCIATES MANAGEMENT, LLC

By: _____

(*Seal*) Name: Frank P. Baird

Title: CEO, Manager

STATE OF NORTH CAROLINA
COUNTY OF Wake

I, a Notary Public for the aforesaid county and state, certify that Frank P. Baird, personally came before me this day and acknowledged that he is the CEO and a Manager of Capital Associates Management, LLC, a North Carolina limited liability company, and that he, in such capacity, executed the foregoing on behalf of the said limited liability company.

WITNESS my hand and official stamp (or seal), this the 13th day of January, 2023

Melissa A. DeVita
Notary Public

Melissa A. DeVita, Notary Public
Typed/Printed Name

[Official Seal] My Commission expires: 11/3/25

MELISSA A. DEVITA
My Commission Expires
NOTARY PUBLIC
November 3, 2025
JOHNSTON COUNTY, NC

[End of Agreement signatures]

Exhibit A

Map of Site and surrounding area

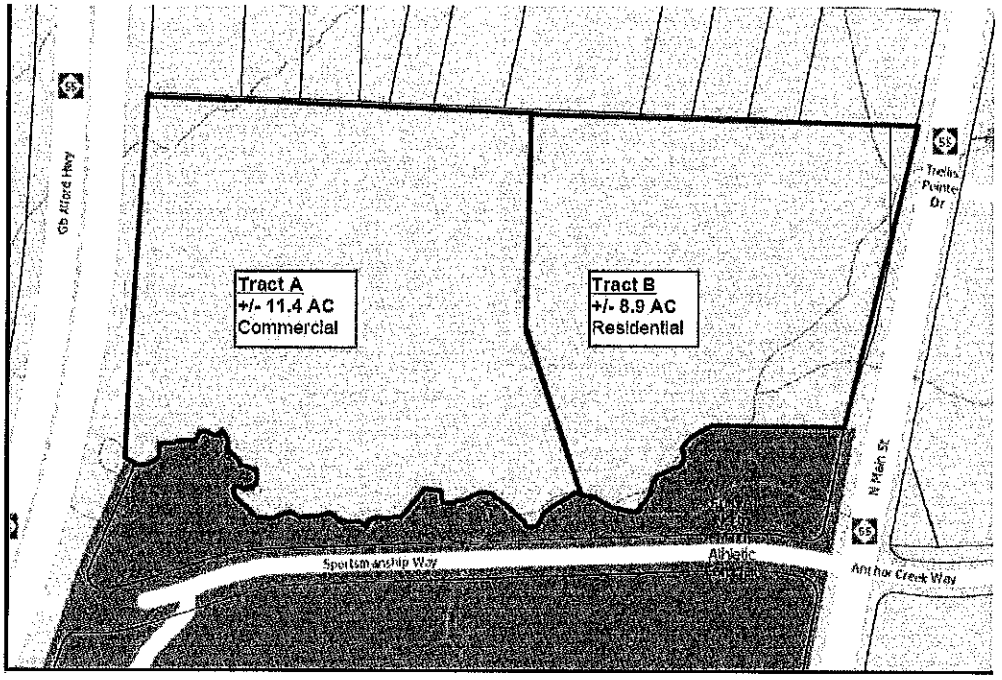


Exhibit B

Land Disposition Contract Between County and Town

[Attached]

Department: 47 - Housing & Community Revitalization

Vendor: VC0000001085 - TOWN OF HOLLY SPRINGS

Original Description of Services: In reference to the Amended Memorandum of Agreement for Disposition and Development of Affordable Housing on County-Owned Property at 1317 N. Main St., Holly Springs, approved by the BOC on 11/16/2020, this agreement describes the terms and conditions for the donative conveyance of a 10+/- acre portion of the subject Property to the Town of Holly Springs, NC.

Original Start Date: 12/1/2020
Original End Date: 12/31/2023
Original Max Amt Payable: $0.00

Current Start Date: 12/1/2020
Current End Date: 12/31/2023
Current Max Amt Payable: $0.00

Amendment History: (Completed Amendments)

Amendment Accounting History:

Current Amendment: EC00000000005583-01

Term: **New Contract Start Date:**
New Contract End Date:

Scope Change: The purpose of this amendment is to update the parties of this agreement after My Computer Career (MCC) withdrew from the agreement. This agreement also updates the closing date for the agreement from 06/01/2021 to 06/01/2023.

Amount Change:

New MAP:

Accounting:

DocuSign Envelope ID: EBE161AC-DEF4-4CB4-AA40-C46439EC028B

NORTH CAROLINA **DISPOSITION CONTRACT**

WAKE COUNTY **Pursuant to N.C.G.S. 160A-274**

This **DISPOSITION CONTRACT** ("Contract") made and entered into this 26 day of December, 2022 by and between **WAKE COUNTY, NORTH CAROLINA,** a body politic and corporate, whose address is P.O. Box 550, Raleigh, North Carolina 27602 (the "County") and the **TOWN OF HOLLY SPRINGS, NORTH CAROLINA,** a municipal corporation and body politic (the "Town"), jointly referred to herein as the "Parties."

WITNESSETH:

WHEREAS, the County owns 19+ acres of real property ("the Property") more particularly described in Exhibit "A" attached hereto and incorporated and further identified in Deed Book 5418, Page 249, Wake County Registry, located in Holly Springs, North Carolina; and

WHEREAS, by vote of the Wake County Board of Commissioners ("Board") on or about June 5, 2017, the Property was declared "surplus"; and

WHEREAS, in January 2020, an RFP was released for the purpose of solicit offers for its sale pursuant which mandated a certain portion of the real property be utilized for the construction of affordable housing, subject to final acceptance by the Board; and

WHEREAS, My Computer Career, Inc. ("MCC") and DHIC, Inc. ("DHIC") were the only parties to respond to the RFP and submitted a satisfactory, joint proposal, that includes a plan for the subdivision of the real property into two parcels for the construction of affordable housing and commercial development; and

WHEREAS, MCC and DHIC entered into an Memorandum of Agreement (MOA) originally dated September 16, 2020, and subsequently revised, approved by the respective governing boards of the County and Town; and

WHEREAS, MCC has withdrawn from the MOA, but DHIC and the Town have expressed an ongoing commitment to the proposed joint development and the Town has identified a replacement commercial developer and the parties have entered into a new MOA; and

WHEREAS, the County and Town agree that the County is best suited to handle the real estate transaction for the parcel intended to be dedicated for affordable housing in accordance with G.S. 153A-378(3) and the Town is best suited to handle the real estate transaction to for the parcel intended to be sold for commercial development under the Town's economic development policy in accordance with G.S. 158-7.1; and WHEREAS, the Town shall maintain all jurisdictional control over land use planning and development permitting for the Property given its location in the Town limits; and

WHEREAS, the County and Town desire to enter into it this Disposition Contract which shall replace and supersede the original contract authorized by the Wake County Board of Commissioners on November 16, 2020 and the Town of Holly Springs Town Council on November 17, 2020 for the purpose of effectuating the their desire to finalize the donative conveyance of an approximate 10+/- acre portion

of the property ("Town Parcel") as identified in Exhibit B, said conveyance being duly, and subject to the modified terms and conditions of this Agreement; and

WHEREAS, the County will retain ownership of the approximate 9+/- acre portion of the property ("County Parcel") as identified in Exhibit B for the purpose of facilitating development of the planned affordable housing; and

WHEREAS, upon the terms hereinafter set out, the County hereby agrees to transfer, and the said Town hereby agrees to accept fee simple ownership in Town Parcel.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the County and the Town agree that the terms and conditions governing the donative conveyance of the Town Parcel is as follows:

1. The Town Parcel shall be conveyed, without monetary consideration, to the Town pursuant to N.C.G.S. 160A-274, subject to the terms and conditions set forth and incorporated herein.

2. As a condition to the County's donative conveyance of the Town Parcel, the Town must demonstrate satisfaction of the following special conditions prior to conveyance:

   i. Rezoning of the Property to allow for intended development and use of a portion appropriate thereof for multi-family residential development;

   ii. A resolution approved by the Town Council entered upon its minutes that: 1) authorizes the Manager to enter into this Contract, 2) accepts the conveyance of the Town Parcel subject to a deed restriction for public use with a compensation reservation in favor of the County in the event the parcel is sold or leased for non-public use, and 3) accepts conveyance of the Town Parcel with the condition that the County is not required to expend any additional funding to effectuate the conveyance or improve the Town Parcel; and

   iii. Approval of a subdivision plat of the subject Property into two (2) separate parcels, roughly 9+/- acres and 10+/- to accommodate the intended development and use of the 9+/- acre parcel for multi-family residential development.

   iv. Failure of the Town to comply with any of the above executory actions shall be considered a breach, and the remedy would be specific performance by the County, or its assigns.

3. As a condition to the County's donative conveyance of the Town Parcel, the Town hereby obligates itself to the following executory actions, which may occur at any time relative to the conveyance:

   i. Final site plan approval for the County Parcel vesting rights for the development of a multi-family residential development with a minimum of 124 affordable housing units in conformance with the MOA approved by the County;

   ii. Failure of the Town to comply with any of the above executory actions shall be considered a breach, and the remedy would be specific performance by the County, or its assigns.

4. The Parties additionally make the following representations, warranties and covenants as of the date of this Contract and as of the date of closing; such representations, warranties and covenants shall survive closing:

   i. The Parties have full authority to enter into this Contract and to execute all documents contemplated hereby, and their execution, delivery and performance of this Contract will not violate the provisions of any other contract or agreement to which either Party is bound.

   ii. The Town Parcel will be conveyed in its present condition "as is", "where is", "with all faults," environmental or otherwise, including both latent and patent defects, and without any representations and warranties whatsoever from the County. Except for the express warranties contained herein, the Town hereby waives all warranties, and accepts the Town Parcel and any improvements thereon "as is" without recourse against the County.

   iii. The County shall not be required to expend any additional funding to effectuate the conveyance of the Town Parcel to the Town. The County shall not be required to make any additional improvements to the Town Parcel.

   iv. The County has good and marketable title to the Town Parcel and has not pledged the Town Parcel as collateral or otherwise encumbered the Town Parcel with any security contract, lien (including materialmen's lien), promissory note, Deed of Trust, or mortgage and as such, there are no known persons or entities other than County who have a right, claim, ownership or interest in the Town Parcel.

   v. Within three (3) years of conveyance, the Town (and/or its designees/successors/assigns) covenants and agrees to develop the Town Parcel or offer for development to a third-party for uses compatible with the proposed multi-family residential development on the adjacent County Parcel. For purpose of clarity, the Parties agree that the following uses office space, neighborhood entertainment, and retail are compatible. Until such time as the Town determines what portion of the Town Parcel shall be suitable for disposition to a third-party, the Town covenants and agrees that any use of the Town Parcel shall be a public use that is compatible with the proposed multi-family residential development planned on the County Parcel, as determined and approved by the Town. For purposes of this section, "public use" shall exclude any commercial uses of the Town Parcel that do not further or advance a municipal or governmental function, purpose, or activity. Nothing herein shall restrict the Town's ability to independently determine appropriate public uses of the Town Parcel or to partner with private or non-profit entities for the joint use of the Town Parcel, provided the use is in keeping with the restrictions stated herein.

   vi. The Town covenants and agrees that in the event the Town Parcel, or any portion thereof, is sold at a future date for monetary consideration, the Town will disburse the net sales proceeds derived from said sale to the County. For purposes of this provision, any sale of the Town Parcel, or a portion thereof, must comply with Article 12 of Chapter 160A of the North Carolina General Statutes and unless otherwise exempt, shall be sold for fair market value. For purposes of this Contract, fair market value shall be determined based on an appraisal performed by a licensed North Carolina MAI appraiser mutually selected by the Town and the County. This covenant is inserted as a condition to the donative conveyance and in

consideration of the County's investment in the Town Parcel. It is not the intent of this restriction to foreclose or restrict the Town's ability to dispose of the Town Parcel in accordance with any of the disposition procedures set forth in Chapter 160A of the General Statutes, but to merely preserve the County's consideration for transferring the Town Parcel in accordance with G.S. 160A-274 without the benefit of monetary consideration or payment to the County.

5. There are no prorations or adjustments between the Parties to be paid at closing.

6. The Town Parcel must be in substantially the same condition at Closing as on the date of this Contract. The Town shall remove the County's name or logo from all signage located on the Town Parcel within 30 days of closing.

7. Title will be delivered at closing by Non-Warranty Deed. The form of Deed for this transaction is attached hereto as "Exhibit C" and shall include the following special covenants and reservations, being further described in paragraphs 2 and 3above:

   i. *Covenant of Restriction on Use*: The Town Parcel may be used for any public purpose without advancement of compensation to the Grantor. If a portion or portions of the Town Parcel are conveyed or leased for a non-public purpose, the Town shall receive consideration equal to fair market value and compensate the Grantor in accordance with the Compensation Reservation provision set forth herein. Any use of the Town Parcel shall be compatible with the multi-family residential use of the adjacent County Parcel.

   ii. *Grantor's Compensation Reservation*: As part of the consideration for this Deed, the County hereby reserves for itself the right to compensation in the event the Town Parcel, or any portion thereof, is leased, sold, conveyed, or transferred by the Town to a third-party ("Sale") for monetary consideration. The Town hereby covenants and agrees that any Sale of the Town Parcel will not be less than fair market value as determined by a licensed North Carolina real estate appraiser. For purposes of this reservation, the County shall be entitled to a portion of the net proceeds "County Proceeds" (as defined and calculated below), derived from the Sale. The "County Proceeds" shall be calculated by subtracting from the "Net Closing Proceeds" received by the Town at closing, any reasonable costs or expenses incurred by the Town in maintaining the Town Parcel during the Town's period of ownership, which shall not exceed $50,000.00 ("Town Holding Costs"). The "Net Proceeds" shall be that same amount listed on the standard HUD- Settlement Statement "Cash to Seller" line, representing the net amount allocated to the Seller (Town) at closing or the rental payment proceeds as identified by a lease agreement. The "County Proceeds" shall be paid by the Town at or within three (3) business days from the closing date or alternatively to coincide with the first date of a prospective lease term.

      COUNTY PROCEEDS = Net Proceeds – Town Holding Costs

   iii. *Reverter Clause*: In the event the Town Parcel is not actively used by the Town or conveyed within three (3) years from the date of this Deed, all right, title, and interest in the property shall automatically revert to the grantor. The Parties understand that in order to accommodate the residential use on the County Parcel, it may be necessary to dedicate certain sections of the Town Parcel for right of way, easements, or other public uses necessary to serve the County Parcel. As such, in the event of any reverter, the Town shall transfer back to the County only those areas of the Town Parcel not otherwise encumbered by rights of way,

easements, or other hereditaments necessary to accommodate the residential use on the County Parcel.

8. This Contract may not be assigned without approval of the Wake County Board of Commissioners and the Town Council.

9. Any provision herein contained which by its nature and effect if required to be observed, kept or performed after the closing shall survive the closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

10. The Town acknowledges that it has preliminarily inspected the Town Parcel and has received due diligence documents and site inspection reports associated with the Town Parcel. The Town shall have the ability to perform due diligence to complete its final inspections, surveys, appraisals, environmental audits and other assessments any time before Closing, but shall coordinate with the County to obtain access to the Town Parcel for accomplishing the same. The Town and County shall equally split the costs associated with the survey work to be performed associated with the subdivision of the Property contemplated herein and the appraisal to be performed in accordance with Section 3(vi) of this Contract.

11. The Parties confirm they have not hired or engaged a broker or agent in this transaction. To the extent legally permissible, the Parties shall each indemnify and hold the other harmless from and against any claim made by any broker or other person or entity claiming a commission or fee as a result of having any Contract with the indemnifying party, in connection with this transaction.

12. The Town shall pay for the recording fees associated with the Non-Warranty Deed.

13. Subject to satisfaction of all closing conditions, the terms and conditions of this Contract, the Parties agree to execute any and all documents and papers necessary in connection with closing and transfer title on or before June 1, 2023 ("CLOSING DATE"), unless a later closing date is agreed to in writing. For purposes of this section, the Parties may extend the Closing Date upon execution of an addendum mutually agreed upon by the County Manager and Town Manager, provided the Town is in compliance with the conditions of this Contract and is advancing the development approvals required for the development of the County Parcel in a satisfactory manner to the County.

14. This Contract contains the entire agreement of the Parties and there are no representations, inducements, or other provisions other than those expressed in writing. All changes, additions or deletions hereto must be in writing and signed by all Parties.

15. The Parties, their successors and/or assigns agree to cooperate with each other during development with respect to any temporary or utility easements necessary to effectuate the development purposes stated herein.

IN TESTIMONY WHEREOF, said parties have executed this CONTRACT in duplicate originals (one copy of which is retained by each party) the day and year written below.

WAKE COUNTY

DocuSigned by:
David Ellis
David Ellis, County Manager

Date: 12/26/2022

Approved as to form:

DocuSigned by:
Beth Smerko for SWW
Scott Warren, County Attorney

Date: 12/22/2022

Wake County, Department of Housing Affordability & Community Revitalization

DocuSigned by:
Mark Perlman
Mark Perlman, Division Director

DocuSigned by:
Ed Barberio
Edward Barberio, Deputy Director

DocuSigned by:
Lorena D. McDowell
Lorena McDowell, Department Director

TOWN OF HOLLY SPRINGS

DocuSigned by:
RANDY HARRINGTON
Randy Harrington, Town Manager

Date: 12/18/2022

Approved as to form:

DocuSigned by:
John Schifano
John Schifano, Town Attorney

Date: 12/13/2022

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

DocuSigned by:
Antwan Morrison
Town Finance Director, or designee

Date: 12/14/2022

DocuSigned by:
Linda McKinney
Linda McKinney, Town Clerk

Date: 12/19/2022

DocuSign Envelope ID: EBE161AC-DEF4-4CB4-AA40-C46439EC028B

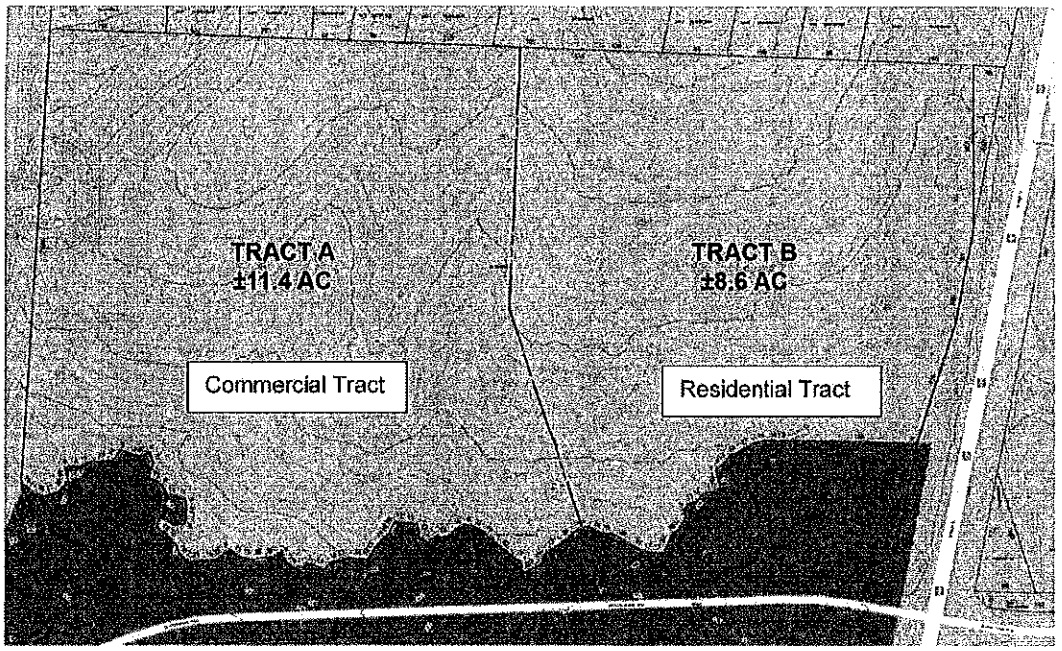
EXHIBIT A

Being the 19.936+/- acre parcel depicted as Tract 2 on the Recombination Map of The County of Wake Property dated February 8, 2013 and recorded in Book of Maps 2013, Page 310, Wake County Registry.

DocuSign Envelope ID: EBE161AC-DEF4-4CB4-AA40-C46439EC028B

EXHIBIT B

Proposed Subdivided Parcels
(County Parcel & Town Parcel)



Proposed Site Subdivision

Exhibit C

Development Agreement

[Attached]

PREPARED BY/RETURN TO: JOHN SCHIFANO, ROD BOX 105

STATE OF NORTH CAROLINA
COUNTY OF WAKE

DEVELOPMENT AGREEMENT REGARDING INFRASTRUCTURE CONSTRUCTION AND FEE REIMBURSEMENT
(N.C. GEN. STAT. § 160A-420.20 *et seq.*)

BY AND BETWEEN

THE TOWN OF HOLLY SPRINGS

and

CAPITAL ASSOCIATES MANAGEMENT LLC
& DHIC, INC

THIS DEVELOPMENT AGREEMENT REGARDING INFRASTRUCTURE CONSTRUCTION AND FEE REIMBURSEMENT (this "Agreement"), made and entered into this _____ day of January, 2023 (the "Effective Date"), by and between the **TOWN OF HOLLY SPRINGS**, a North Carolina Municipal corporation, hereafter referred to as the "Town" and **CAPITAL ASSOCIATES MANAGEMENT, LLC**, a North Carolina limited liability company ("CAM"), and **DHIC, Inc.**, a North Carolina non-profit corporation ("DHIC"). CAM, DHIC and their respective successors and assigns, are hereafter referred to collectively as the "Developers," and each may be referred to herein as a "Developer." The Town and the Developers are collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, CAM is the contract purchaser of a tract of land in Wake County, North Carolina, being pictured and labeled as "Tract A" on Exhibit A attached hereto and incorporated herein by reference ("Tract 1"), which is situated within the corporate limits of the Town;

WHEREAS, DHIC is the contract purchaser of a tract of land in Wake County, North Carolina, being pictured and labeled as "Tract B" on Exhibit A ("Tract 2"), which is situated within the corporate limits of the Town;

WHEREAS, Tract 1 and Tract 2 are adjacent to each other, and together have a collective area of approximately 19 acres (collectively, the "Property"); and,

WHEREAS, the Developers are requesting approval of a development plan for a mixed-use commercial and residential development the Property, in a manner consistent with the sketch plans prepared by the Developer attached hereto as Exhibit B and incorporated herein by reference and with the terms of this Agreement (the "Project"); and,

WHEREAS, the Property is currently located within the corporate limits of the Town and is currently served by the Town potable water and sewer service; and,

WHEREAS, the Developers desire careful integration between public and private capital facilities planning, financing and construction, and further desire sufficient assurances that development standards, ordinances, policies and procedures shall remain stable throughout the extended period of development of the Property; and,

WHEREAS, it is beneficial to both the Town and the Developers to construct certain on-site and off-site infrastructure improvements relative to the Project to enable the safe and responsible treatment of wastewater by the Town and to provide potable drinking water to the ultimate users of the Project, as well as other infrastructure; and,

WHEREAS, the Town requires, pursuant to N.C.G.S. § 160A-372 and its Unified Development Ordinance ("UDO"), the dedication and construction of streets and rights of way and other infrastructure and for the distribution of population and traffic in such a manner that it will avoid congestion and overcrowding and will create conditions essential to public health, safety, and the general welfare, which may be accomplished through private drives and cross access easements across the Property; and,

WHEREAS, pursuant to rezoning 20-REZ-03, approved on April 6, 2021, the Town approved rezoning Tract 1 to Commercial Business (CB) and Tract 2 to RMF-15 pursuant to the UDO (collectively, the "Approved Rezoning"); and,

WHEREAS, the Town has enacted a subdivision control ordinance, pursuant to N.C.G.S. §160A-372, which provides for the orderly control of growth and development in the Town in general and on the Property; and,

WHEREAS, the Town is authorized pursuant to N.C.G.S § 160A-311 *et. seq.* to operate and does in fact operate a water and sewer treatment enterprise and requires, pursuant to N.C.G.S. § 160A-317, the connection to the system by owners of developed lands located within the Town, for a cost set forth in the Town's annual budget or as amended herein; and,

WHEREAS, the Town is authorized to enter into this Agreement pursuant to N.C.G.S. §§ 160A-16 and 160A-400.20 *et seq.*, and may contract with the Developers to carry out the public purposes set forth herein pursuant to N.C.G.S. §160A-20. A public hearing on this Agreement was held on September 20, 2022, and after consideration of the facts brought forth during the hearing, together with the promises and inducements contained herein, the Town Council of Holly Springs determined that it was in the best interests of its citizens to enter into this Agreement; and,

WHEREAS, the Town requires certain fees to be paid upon development of land and for the granting of a building permit, said fees being listed in the Town's annual budget and as listed as Exhibit D, and each Developer, in consideration of the foregoing benefits set forth in this Agreement, hereby agrees that (a) it (i) is familiar with these fees listed on the Town's website as of the Effective Date pursuant to

its annual adopted budget ordinance, (ii) does not dispute the reasonableness of such fees; and (b) notwithstanding any reimbursements discussed below or any fees reduced or waived via an economic development agreement between the Town and such Developer, hereby agrees to timely pay all normal and customary fees to the extent applicable to such Developer, in connection with its development of its portion of the Project at such time as each such applicable fee becomes due to the Town, in the ordinary course of development, unless otherwise provided for herein; and,

WHEREAS, the Town considers the Project favorable to the Town because (i) it contains a significant amount of non-residential (commercial, office, and retail) uses, (ii) it will add affordable housing to the community, which is a condition placed upon development of the Property by the previous owner of the Property (Wake County), (iii) it is consistent with the Town's strategic planning initiative, and (iv) the Developers have agreed to incorporate several needed public infrastructure improvements as more fully described below (the "Public Improvements") in the vicinity of the Property, which will serve the Project as well as other nearby properties, and will generally benefit the Town as a whole;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein the Town and the Developer agree as follows:

ARTICLE I
DEFINITIONS

1. **Definitions**: The terms below shall have the following meanings as used herein:

a. Actual Costs: The amount of true costs actually incurred by the Developers for construction of the Project, upon final completion and approval thereof by the Town, inclusive of the cost of acquiring easements or rights of way from those not party to this agreement, but exclusive of (i) any administrative costs (i.e., profit and overhead) of the Developers, and (ii) any construction contingency for the Project. Actual Costs, which hereinafter are agreed to be reimbursed or otherwise paid by the Town, shall be audited by the Town under generally accepted accounting principles for governments for a period of three (3) years after the last act of the Developers in connection with the Project under this Agreement. The Developers' right of reimbursement for Actual Costs pursuant to the terms of this Agreement is contingent upon the Developer first receiving from the Town advance written consent to the expected cost before the cost is incurred, provided, that such consent shall not be unreasonably withheld or delayed by the Town.

b. Affordable Housing: One hundred twenty-four (124) residential units to be built and professionally managed by DHIC, where rents shall be set at a price that on average is affordable to a household with an annual income that is no greater than 60% of the Area Median Income for the respectively-sized household in the Raleigh, NC MSA, as determined by the United States Department of Housing and Urban Development.

c. Development: Generally defined as the planning for or carrying out of a building activity, the making of a material change in the use or appearance of any structure or property, or the dividing of land into two or more parcels. "Development," as designated in a law or in a Development Permit, includes the planning for and all other activity customarily associated with it unless otherwise specified. When appropriate to the context, "Development" refers to the planning for or the act of developing or to the result of development. Specifically, in

this Agreement, the term "Development" refers to the construction by the Developers of all building activities associated with the Project as set forth on the Concept Plans.

d. Development Permit: A building permit, zoning permit, subdivision approval, special exception or conditional use permit, variance, or any other official action of the Town having the effect of permitting the Development of real property.

e. Land Development Regulations: Ordinances and regulations enacted by the Town for the regulation of any aspect of development and includes zoning, subdivision, or any other land development ordinances, including but not limited the UDO.

f. Laws: All ordinances, resolutions, regulations, comprehensive plans, land development regulations, policies, and rules adopted by the Town affecting the Development of real property, and includes laws governing permitted uses of real property, density, design, and improvements.

g. Master Plan: The plan described in Section 3.01 of the Town's Development Procedures Manual.

h. NCDOT: the North Carolina Department of Transportation.

i. Offsite Infrastructure: The public sanitary sewer gravity line, all potable water lines, and other Town-owned equipment or facilities, to the extent not located on the Property.

j. Person: An individual, corporation, business or land trust, estate, trust, partnership, association, two or more persons having a joint or common interest, State agency, or any legal entity.

k. Concept Plans: The sketch plans for the Project attached hereto as Exhibit B, which were previously submitted by Developers to the Town and have been approved by the Town.

l. Public Infrastructure: Offsite Infrastructure as well as the public sanitary sewer gravity line, all potable water lines, and other Town-owned equipment or facilities, and road improvements or fees in lieu required by the Town or NCDOT, each to the extent located on the Property or in an easement appurtenant to the Property.

m. Public Benefit: The construction and dedication of the Public Infrastructure by the Developer, an increase in commercial and retail uses as well as an increase in the Town's stock of affordable housing, each of which furthers the Town's strategic planning efforts, and in the case of the Project on Tract 1, the additional financial revenue of the Town brought by the incremental ad valorem tax value of Tract 1 as so improved.

n. Property: All real property shown or described in Exhibit A, which is subject to land-use regulation of the Town and includes any improvements, fixtures, or structures customarily regarded as a part of real property.

o. Project: The Developers' plan to develop the Property in the manner described in Concept Plans, and as approved by the Town Council of Holly Springs through its normal development

process. The Project shall include the construction of affordable housing units as well as a commercial development including office, retail and a hotel.

ARTICLE II
DESCRIPTION OF DEVELOPMENT AGREEMENT

1. SCOPE: The legal description of the Property subject to this agreement and the names of its legal and equitable property owners are contained in Exhibit A.

2. TERM: The duration of this Agreement is ten (10) years, beginning on the Commencement Date, as defined herein. The parties are not precluded from entering into subsequent development agreements that may extend this period of duration. The condition precedent to this Agreement are: (1) that Wake County shall transfer ownership of the Property to the Town; (2) that the Developers shall have received any financing necessary for their acquisition and Development of the Property; (3) that no later than ninety (90) days of the latest of (i) approval of the Master Plan and the site plan for the Development, and (ii) issuance of grading permit for the Project, the Town shall transfer ownership of Tract 1 to CAM and of Tract 2 to DHIC. The day upon which the last of the conditions precedent set forth in the preceding sentence shall be fulfilled shall be the "Commencement Date".

3. DEVELOPMENT PERMITTED USES: The development uses permitted on the Property are shown on the Concept Plans, and are subject to the Zoning Conditions as listed in Exhibit C.

a. The Project generally and initially shall consist of the Development of two (2) tracts:

(i) Tract 1 consists of approximately 11.11 acres on the western half of the Property. Development of Tract 1 shall include one or more office buildings, as well as retail facilities, a hotel, and parking.

(ii) Tract 2 consists of approximately 8.78 acres on the eastern half of the Property. Development of Tract 1 shall include one hundred twenty-four (124) residential rental dwelling units in buildings of 3 to 3-1/2 stories, as well as a playground, community building, and outside picnic areas. The improvements on Tract 1 shall be actively managed by DHIC (or an affiliate of DHIC) as an Affordable Housing development.

b. The Town hereby agrees that the land uses described herein and the Project as shown on Exhibit B is in the best interest of the Town and is in keeping with the land use plans of the Town.

c. The Developers voluntarily offered those zoning conditions set forth in Exhibit C attached hereto and incorporated herein by this reference (the "Zoning Conditions") for the Approved Rezoning, which are binding upon Development of the Property.

4. SEWER IMPROVEMENTS: The Town and the Developers evaluated whether the existing gravity and force-main lines, together with the existing Twelve Oaks Pump Station (collectively, the "Existing Sewer Infrastructure") had the capacity to support the Project, or if improvements to the Existing Sewer Infrastructure would be necessary, and they determined that the Existing Sewer Infrastructure is

not adequate to support the Project. In consideration of the early payment by the Developers of the System Development Fees required for this Project, as set forth herein, which fees are also described in the Town's annual budget for its water and sewer system, the Town has completed the construction upgrades required to the Existing Sewer Infrastructure (the "Water-Sewer Upgrades"). Notwithstanding the foregoing, in no event shall a delay associated with the Town's completion of the Water-Sewer Upgrades be cause for the Town to delay in issuance of certificates of occupancy for any portion of the Project.

Each Developer shall pay the sum of all the fees set forth in this Section 4 as required for water and sewer for the Project on such Developer's portion of the Property (the "System Development Fees" or "SDF") at such time as such Developer (i) receives construction drawing approval, subject to payment of all SDF, and (ii) has a pre-construction meeting with the Town regarding Development of the Project on such Developer's portion of the Property. The Town agrees that DHIC's obligation to install metered water connections shall be modified as follows: DHIC shall only be required to install a single metered water connection for each building of residential units (as opposed to individual metered connections for each unit) and DHIC shall pay the SDF accordingly. For purpose of clarity the following tables describe the difference:

	Residential (Normal)				
	Units	type	Cost	Total	Notes
SDF - Water	124	3/4" <3000 Sf	$ 3,741.00	$ 463,884.00	per unit 3/4" charge
SDF - Sewer	124	3/4" <3000 Sf	$ 4,054.00	$ 502,696.00	per unit 3/4" charge
SDF - Water	1	1 1/2" 3000-20,000 Sf	$ 6,890.00	$ 6,890.00	Club house
SDF - Sewer	1	1 1/2" 3000-20,000 Sf	$ 7,467.00	$ 7,467.00	Club house
			Total SDF	$ 980,937.00	

Residential (Modified approach for Affordable Housing)					
	Units	type	Cost	Total	Notes
SDF - Water	5	3" >20,000 Sf	$ 12,010.00	$ 60,050.00	
SDF - Sewer	5	3" >20,000 Sf	$ 13,015.00	$ 65,075.00	
SDF - Water	1	1 1/2" 3000-20,000 Sf	$ 6,890.00	$ 6,890.00	Club house
SDF - Sewer	1	1 1/2" 3000-20,000 Sf	$ 7,467.00	$ 7,467.00	Club house
			Total SDF	$ 139,482.00	

Note: The above fees are the SDF fees for the 2021 budget year and will be applicable to the Project if applied for and paid in the ordinary course of development as required by the Town, but any SDF fees paid after June 30, 2024 may be subject to change. The parties acknowledge that (a) SDF is dependent on the type and number of meters used, (b) construction drawing approval is required prior to application for water service, and (c) payment of SDF is required prior to final construction drawing approval.

5. TRANSPORTATION IMPROVEMENTS: The Developers shall design, permit and construct the following Public Infrastructure improvements relating to transportation:

a. Design and construct half of the recommended 86-foot, 4-lane median thoroughfare with bike lanes on N. Main Street from the northern property line of the Property to Sportsmanship Way.

b. Design and construct a northbound left turn lane (approximately 100 feet in length) on N. Main Street at the access point on N. Main Street north of Sportsmanship Way, opposite Trellis Pointe Drive.

c. Provide a Fee-in-Lieu ("FIL") payment in the amounts set forth below for its proportionate share of the following improvement projects as required by the Town, and such payment shall be made upon the approval of civil construction drawings for such Developer's portion of the Project:

- FIL of design and construction of northbound right turn lane on N. Main Street at Old Smithfield Road / Sunset Lake Road, in an amount to be determined prior to Master Plan approval, as calculated by an opinion of probable cost by a licensed professional engineer, the selection of which is mutually agreed to by the applicable Developer and the Town;
- FIL of design and construction of future traffic signal on N. Main Street at Katha Drive / Arbor Creek Drive in the amount of $12,995 for the Project as a whole;
- FIL of half a 20-foot median from the terminus of the existing median on N. Main Street [Trellis Pointe Drive] to the Northern property line of the Property, in the amount of $10,325 for the Project as a whole;

d. The Development of the Project shall include construction and installation of a pedestrian crosswalk featuring a rapid beacon signals across Sportsmanship Way, as illustrated on the Master Plan.

e. Construction of Approximately 510 linear feet of pedestrian sidewalk along the eastern border of the Property adjacent to and running parallel with N. Main Street. In the event the pedestrian sidewalk shall cross onto property owned by the Town, the Town will provide the necessary easements to the Developers to construct the pedestrian sidewalk on its property.

f. Construction of Approximately 500 linear feet of a pedestrian greenway beginning at the end of the existing greenway path as of the Effective Date, just to the north of Sportsmanship Way, and continuing north along the western boundary of the Property, ending at the underpass beneath North Carolina Highway 55. In the event the pedestrian greenway shall cross onto property owned by the Town, the Town will provide the necessary easements to the Developers to construct the pedestrian greenway on its property.

g. As a FIL, the Developers shall dedicate right of way to the Town for upgrades to NC 55 consisting of a 20 foot wide strip running along the westernmost edge of the Property.

h. The Developers shall dedicate a 10+/- foot wide strip of right of way to the Town on N. Main Street from the northern property line of the Property to Sportsmanship Way (included in subparagraph 5(a) above).

i. The Developers shall be allowed to construct a roadway across land currently owned by the Town adjacent to Sportsmanship Way (the "Town Property") in order to provide

vehicular and pedestrian access to Tract 1. Such roadway shall be a public street for the length of the Town Property.

j. Each Developer shall record reciprocal cross-access easements on the Property for all internal drive access areas, in a form subject to approval by the Town.

6. BUILDING HEIGHT: CB zoning under the UDO typically allows for a maximum building height of fifty-five (55) feet, but the office building included in the Project is expected to include four (4) stories with an anticipated height of approximately seventy-five (75) feet. The Developer of Tract 1 is hereby approved by the Town to increase the building height on Tract 1 to seventy-five (75) feet for the commercial portion of the Project, so long as (i) any such building is set back at least 50 feet from the northern boundary of the Property, to the extent adjacent to residential properties within Easton Acres (the "Northern Residential Boundary"), and (ii) the Developer of Tract 1 shall provide a 30 foot wide undisturbed bufferyard along the Northern Residential Boundary (the "Special Northern Bufferyard") and shall supplement the Special Northern Bufferyard with additional evergreen tree plantings to achieve the minimum type C-150 plant unit value (as described in UDO § 7.01(k)). The owner of Tract 1 shall maintain the Special Northern Bufferyard in perpetuity.

7. PARCEL SUBDIVISION: The Developers shall be allowed to subdivide the Property and record one subdivision plat creating Tract 1 and Tract 2 as described herein, prior to the completion of any Offsite Improvements; however, prior to the approval of any subsequent subdivision plats of Tract 1, the Developer of Tract 1 shall cause all Offsite Improvements to be completed and all FIL obligations relative to Tract 1 to be fulfilled.

8. [Intentionally Deleted.]

9. REQUIRED PERMITS: Each Developer shall secure all construction drawing approvals, erosion and sedimentation control approvals, grading approvals, and Development Permits as shall be necessary for such Developer's portion of the Project under the Land Development Regulations in existence of the time of such permit application. The Town shall aid each Developer in securing all encroachment permits as required by the NCDOT, the North Carolina Department of Environmental Quality ("NCDEQ"), or other state or federal agencies, as required for roads, sewer, and water for the Project. The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Developers of the need to comply with the Laws applicable to permitting requirements, conditions, terms, or restrictions.

10. PARKS AND RECREATION LAND DEDICATION: Under the UDO, the Town requires land dedication for parks and recreation purposes, or a fee in lieu of such dedication may be paid at the discretion of the Town Council. For the Property, the Town agrees to accept a fee in lieu of land dedication in an amount commensurate with the value of the Property at the time of subdivision. The parties currently stipulate that this results in a fee in lieu amount as calculated of $726,465 for the Property, based on the most current appraisal obtained by the Town. At any time prior to DHIC obtaining the first certificate of occupancy for Affordable Housing on Tract 2, as such time as the FIL shall be due, the Developer may:

a. Submit a more recent appraisal of the Property, if obtained by the Developers and if satisfactory to the Town, and recalculate the FIL according to the new appraisal; or

b. Provide any off-site parks and recreation amenity for dedication to the Town, in the sole discretion of the Town, such as a dedicated greenway on the western side of NC 55 By-pass, on property owned by Wake County.

11. TERMS REQUIRED FOR PUBLIC SAFETY: Description of any conditions, terms, restrictions, or other requirements determined to be necessary by the Town for the public health, safety, or welfare of its citizens.

a. All Zoning Conditions shall be complied with in the Development of the Project.

12. HISTORIC STRUCTURES: None exist on the Property.

13. DEVELOPMENT SCHEDULE: The Developers, in consideration of the covenants contained herein, shall be allowed the following expedited review considerations: (i) concurrent review of a master plan and a development plan; (ii) concurrent review of construction drawings (civil) and building permit review; (iii) to submit the items in clause (ii) for review by Town staff prior to Town Council approval of a development plan or master plan for the Project, so long as a favorable recommendation for the Project has been received from the Town's Planning Board.

ARTICLE III
DUTIES OF THE DEVELOPERS

1. The Developers shall design, permit, and construct the Offsite Infrastructure for the Project in the location(s) approved by the Town and as shown on plans (to be submitted), according to engineering best practices, requirements of the Town, and requirements of NCDEQ and any other applicable State regulatory agency. The Developers shall secure and dedicate to the Town all easements on the Property necessary for the construction and perpetual maintenance of the Public Infrastructure constructed in connection with the Project. For Public Infrastructure to be installed by the Developers on any land not owned by or controlled by the Developers, the Town shall convey such land to the Developers, if owned by the Town, or secure all necessary easements on any such land, if owned by third parties, for the construction and perpetual maintenance of the Public Infrastructure in a timely manner so as not to delay the completion of the Developers' duties hereunder.

2. The Developers shall construct in a workmanlike manner the Public Infrastructure on the Property (i) according to the design specifications and criteria of the Town which are in existence as of the Effective Date, and (ii) in full compliance with any applicable NCDEQ requirements. The Public Infrastructure on the Property, together with any and all appurtenances, easements, and equipment associated with the Project and required for public dedication, shall be dedicated to the Town in a manner consistent with the development plan for the Project and in a manner in accordance with the Town's standards.

3. The Developers shall construct the Public Infrastructure on the Property and the Offsite Infrastructure according to the plans and specifications submitted in a manner consistent with the standards of the Town in effect as of the Effective Date.

4. The Developers shall pay all development fees for the Project at the time they would otherwise ordinarily be due (or as otherwise amended pursuant to Section 4 above), in an amount that is

determined by the fee schedule approved in the annual budget which is in effect at the time of this Agreement.

ARTICLE IV
GENERAL TERMS

1. All of the Developers' obligations under this Agreement, including but not limited to the obligations under Articles II and III of this Agreement, are contingent upon (i) satisfaction of the conditions precedent set forth in Section 2 of Article II above, and (ii) the Town's approval of the Master Plan and a site plan for the Project, and (iii) issuance of all Development Permits for the Project to one or both of the Developers.

2. All reimbursements, if any, for the Project shall be provided on the basis of final documented Actual Costs, as approved by the Director of Engineering for the Town, in accordance with this Agreement. Any opinions of project cost included in this Agreement are based upon preliminary designs and are approximate.

3. The Developers shall be responsible for the complete design and construction of the Project, including all surveying, design, permitting, plat preparation and recordation, testing, engineering, bidding, construction, inspection, acceptance, easement maps and documents, construction management, construction administration, and all other necessary functions to ensure that the Project is complete-in-place and fully functional, built and operational in accordance with Town and State standards and approved plans for the Project. The costs of all of these items shall be borne by the Developers and shall not be subject to reimbursement or participation by the Town, except as specifically described in this Agreement.

4. In the course of installing the sewer line or any other work on easements obtained by the Town or under the Town's ownership, the Developers shall operate under permission to encroach onto a Town easement and shall hold the Town harmless from acts or omissions by or on behalf of the Developers.

5. Each Developer agrees to protect, defend, indemnify and hold the Town, and its officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, and other expenses or liabilities of every kind or character, to the extent arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of actions of every kind and character, made by third parties, in connection with or arising out of the entry onto and performance of work for the Project or the Public Infrastructure on easements held by the Town, except to the extent that any such liability arises out of the negligence or willful misconduct of the Town or its agents, employees or contractors.

6. The Town agrees to protect, defend, indemnify and hold the Developers, and their respective officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, and other expenses or liabilities of every kind or character, to the extent arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of actions of every kind and character made by third parties, in connection with or arising out of the injury to (including death of) persons or physical damage to property arising out of the performance of Town's obligations under this Agreement by the Town, its agents, employees and contractors (collectively, "Claims"), except to the extent any such Claims arise out

of the negligence or willful misconduct of a Developer, or its agents, employees or contractors. The Town further agrees to investigate, handle, provide defense for and respond to, any such Claims at its sole expense and agrees to bear all other costs and expenses related to such Claims, even if such Claims are groundless, false, or fraudulent but only to the extent the same are not expressly excluded as set forth herein.

7. The Project shall be subject to the Town's policies and procedures regarding Town acceptance and warranty on Public Infrastructure.

8. It shall be the responsibility of the Developers to ensure that all regulatory approvals for the Project or any part thereof, are in place before beginning construction.

9. The Town Manager is authorized to make decisions in regard to approvals, including changes to this Agreement in order to complete the scope of work required, within his authority granted by the Town Council, except as otherwise stated herein or required by Town ordinance.

10. The Town shall secure all necessary easements for the Public Infrastructure that is the subject of this Agreement.

ARTICLE V
OTHER

1. The Project shall be subject to the Town's policies and procedures regarding Town acceptance and warranty on Offsite Infrastructure. This Agreement shall not modify the warranty and acceptance procedures established by the Town through the Engineering Standards in place as of the Effective Date.

2. All notices, reports, and other communications given pursuant to this Agreement shall be in writing and shall either be mailed by first class mail, postage prepaid, certified or registered with return receipt requested, or by next-business day delivery via a nationally recognized overnight courier, or delivered in person to the intended addressee. Notice sent by certified or registered mail shall be effective upon the date of delivery indicated on the return receipt. Notice given in any other manner shall be effective upon actual receipt, or rejection of delivery, by the addressee.

3. This Agreement does not provide for the application of subsequently enacted Laws, ordinances, development policies, practices, procedures or standards. The Laws, ordinances, development policies, practices, procedures and standards applicable to the Development of the Project are those in force as of the Effective Date, in the manner prescribed by Holly Springs Ordinance § 14-164.

4. Notices under this Agreement shall be sent to the following:

FOR THE TOWN:

Randy J. Harrington
Town Manager
PO Box 8
Holly Springs, NC 27540
Reference:

FOR THE DEVELOPERS:

Capital Associates Management, LLC
Attn: Frank Baird, Manager
1501 Sunrise Ave, Suite 100
Raleigh, NC 27608

DHIC, Inc.
Attn: Natalie Britt
Vice President, Real Estate Development
113 S Wilmington Street
Raleigh, NC 27601

5. This Agreement shall be governed by and construed in accordance with the law of the State of North Carolina. The Parties consent to the jurisdiction of Superior Court Division of the General Court of Justice located in Wake County, North Carolina in the event a dispute arises between them regarding the terms of this Agreement.

6. If any paragraph or part of this Agreement is found void or unenforceable, the remainder of this Agreement shall continue in full force and effect.

7. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective heirs, successors and assigns.

8. This Agreement contains the entire agreement of the parties and there are no representations, inducements or other provisions relevant to the subject matter hereof, other than those expressed in writing.

9. Exhibit List: The following exhibits attached hereto are incorporated herein by this reference:

EXHIBIT A:	Map of the Property
EXHIBIT B:	Concept Plan
EXHIBIT C:	Zoning Conditions

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

TOWN OF HOLLY SPRINGS

(*Town Seal*)

BY:_____
Randy J. Harrington, Town Manager

ATTEST:

_____
Linda McKinney, Town Clerk
Kathy White, Deputy Town Clerk

This document is sufficient as to form.

_____
John P. Schifano, Town Attorney

This instrument has been pre-audited in the manner proscribed by the Local Government Finance Act.

_____
Patty Dressen
Interim Finance Director

NORTH CAROLINA
WAKE COUNTY

I, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that she is the Town Clerk/Deputy Town Clerk of the Town of Holly Springs, and that the seal affixed to the foregoing instrument in writing is the corporate seal of said Town, and that said writing was signed and sealed by her in behalf of said corporation by its authority duly given and the said person acknowledged this writing to be the act a deed of said corporation.

WITNESS my hand and official stamp (or seal), this the ___ day of January, 2023.

_____
Notary Public

My Commission Expires:_____

[Agreement signatures continue on next page]

[Agreement signatures continued from previous page]

CAPITAL ASSOCIATES MANAGEMENT, LLC

By: _____
(Seal) Name: Frank P. Baird
Title: CEO, Manager

STATE OF NORTH CAROLINA
COUNTY OF _____

I, a Notary Public for the aforesaid county and state, certify that Frank P. Baird, personally came before me this day and acknowledged that he is the CEO and a Manager of Capital Associates Management, LLC, a North Carolina limited liability company, and that he, in such capacity, executed the foregoing on behalf of the said limited liability company.

WITNESS my hand and official stamp (or seal), this the ___ day of January, 2023

_____
Notary Public

_____, Notary Public
Typed/Printed Name
[Official Seal] My Commission expires:_____

DHIC, Inc.

By: _____
(Seal) Name: Natalie Britt
Title: Senior VP of Real Estate Development

STATE OF NORTH CAROLINA
COUNTY OF _____

I, a Notary Public for the aforesaid county and state, certify that Natalie Britt, personally came before me this day and acknowledged that she is the Senior VP of Real Estate Development of DHIC, Inc., a North Carolina non-profit corporation, and that she, in such capacity, being authorized to do so, executed the foregoing on behalf of the said non-profit corporation.

WITNESS my hand and official stamp (or seal), this the ___ day of January, 2023.

_____
Notary Public

_____, Notary Public
Typed/Printed Name
[Official Seal] My Commission expires:_____

[end of Agreement signatures]

EXHIBIT A
Map of Property

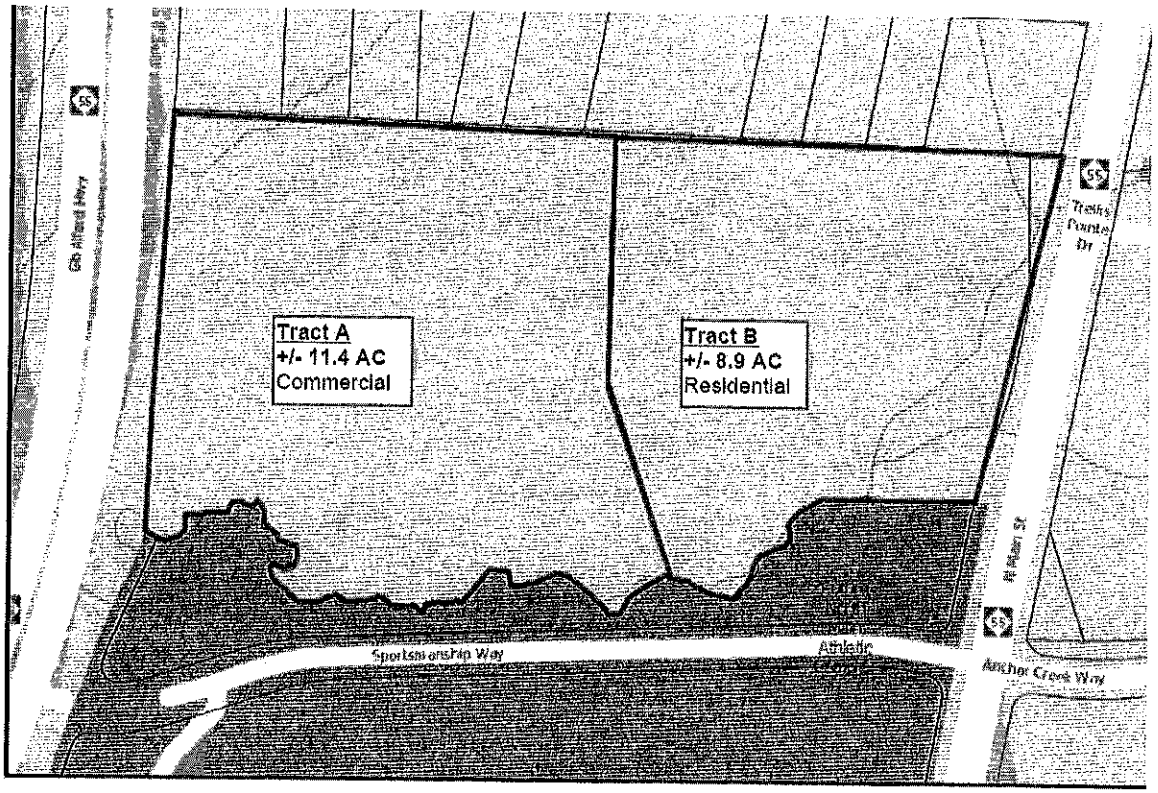


Exhibit B
Concept Plan

[continued on next page]

[end of Exhibit B]

Exhibit C
Zoning Conditions

1) The following uses shall be prohibited uses within the CB zoning district: Automotive Sales & Service: Automobile Parts Sales (new); Quick Oil Change Facility; Car Wash (automatic or self); Gasoline Service Station without repair; Motor Cycle/Scooter Sales; Automotive Sales & Service: Automotive Repair – Minor; Gasoline Service Station with minor repair (not to exceed two (2) accessory indoor service bays); Kennels (with outdoor runs); Food Sales and Service: Restaurant Drive Through, Stand Alone; Public Facilities: Neighborhood Recycling Collection Point; Communications/Utilities: Electricity Relay Station; Retail: Satellite Dish Sales and Service (outdoor display).

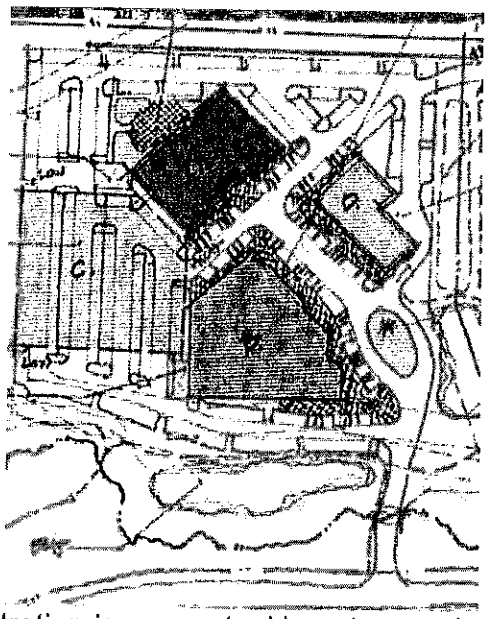
2) The CB zoning district shall contain a Class A commercial office building with a minimum square footage of 70,000 Square Feet with a minimum building height of 2 stories.

3) The following uses shall be permitted uses within the R-MF-15 zoning district: Residential:

   Multifamily dwellings. The allowed residential uses must meet the requirements of Section 42 of the Internal Revenue Code or a substantially equivalent form of affordable rental housing. 100% of the dwelling units developed on the property must meet this requirement. Accordingly, rents shall be set at a price that on average is affordable to a household with an annual income that is no greater than 60% of the Area Median Income for the respectively-sized household in the Raleigh, NC MSA, as determined by the United States Department of Housing and Urban Development.

4) The CB and R-MF-15 parcels will have both vehicular and pedestrian connectivity so that the two zoning parcels that make up this request will be interconnected and function as a horizontal mixed use development. Each parcel shall record an easement in a form approvable by the Town allowing cross access.

5) The CB zoned parcel shall provide a primary entrance driveway/street from Sportsmanship Way. To create a walkable street scape along this primary driveway/street, a minimum and maximum building setback will be established by the project master plan. To establish the intent of commercial building placement, no more than one bay of off-street parking spaces shall be constructed between the building and primary driveway/street. This is more particularly illustrated below:



Note: The above illustration is conceptual in nature and meant to illustrate desired building placement only. Final design will be determined at the time of development plan(s) submittal(s).

6) Off-street parking within the CB zoning district shall utilize shared parking. This shared parking shall be memorialized within a shared parking agreement. The property owners involved in the joint use of off-street parking areas shall submit a legal agreement approved by the town attorney as to form and content guaranteeing that said required off-street parking shall be maintained so long as the use requiring off-street parking is in existence or unless the required off-street parking is provided elsewhere in accordance with the provisions of this Section. Such instrument, when approved as conforming to the provisions of this section, shall be recorded by the property owner with the Wake County Register of Deeds and a copy thereof filed with the Department of Development Services.

7) The development shall construct and install a pedestrian crosswalk featuring a rapid beacon signals across Sportsmanship Way, such location shall be determined at the time of master plan submittal.

8) Developed open space areas within the proposed developments shall feature at least one of the following: hardscape areas; outdoor seating areas; public art; playground and pergolas/gazebos.

9) A minimum of one of the following types of Green Stormwater Infrastructure shall be used in connection with any development on the subject property: permeable pavement parking spaces or pervious pavers in pedestrian areas; or rainwater harvesting (cisterns); or bio-swales. Reclaimed water for commercial irrigation purposes whenever feasible shall be utilized.

10) Emphasis shall be placed on placemaking within the development. To ensure this occurs, the following landscaping practices shall be utilized:
   a. The use of vertical landscaping or public art shall be utilized adjacent to a minimum of two (2) commercial outdoor seating or gathering areas;
   b. To the greatest extent possible, street trees shall be installed in accordance with the Town of Holly Springs UDO requirements along the primary entrance driveway/street from Sportsmanship Way.
   c. Within the CB zoning district, the use of planters shall be positioned as to energize and identify pedestrian entrances, such entrances shall be flanked by at least one planter. Planters shall have a minimum height 24" and a minimum width of 18".

[end of Exhibit C]

Exhibit D

Company PSA

[Attached]

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("**Agreement**") is entered into on this _____ day of January, 2023, by and between TOWN OF HOLLY SPRINGS, a North Carolina municipal corporation (the "**Town**" or "**Seller**"), and CAPITAL ASSOCIATES MANAGEMENT, LLC, a North Carolina limited liability company, its successors and assigns (the "**Purchaser**").

WITNESSETH

WHEREAS, the Seller and Wake County, North Carolina, a political subdivision of the State of North Carolina (the "**County**") are working collaboratively towards the development of that certain real property comprised of 19.89 acres, more or less, located at 1317 N Main Street, Holly Springs, North Carolina, and identified as Wake County Tax Parcel Number 0649-89-4163 (the "**Master Parcel**").

WHEREAS, in response to an RFP soliciting offers for the sale of the Master Parcel, the Purchaser and DHIC, Inc. ("**DHIC**") submitted a joint proposal for the development of the Master Parcel, including the subdivision of the Master Parcel into two parcels for the construction of affordable housing and commercial development, respectively, such joint development being further evidenced in that certain Memorandum of Agreement among the Town, DHIC and Purchaser dated September 16, 2020 (as amended, the "**MOA**") which was approved by the governing boards of the County and the Town.

WHEREAS, pursuant to the terms of that certain Disposition Contract dated December 26, 2022 (the "**County Contract**"), the Seller and the County agreed to a donative conveyance of an approximate 10 acre, more or less, portion of the Master Parcel (such portion being referred to herein as the "Property" and further defined in Section 1.1) to the Seller for commercial development purposes under the Seller's economic development policy and in accordance with the MOA (the "**County Transaction**") which transaction was approved by the governing boards of the County and the Town.

WHEREAS, the County Contract and the County Transaction were ratified and reauthorized to the extent necessary by the Board of Commissioners of the County on November 9, 2022.

WHEREAS, under the terms of the County Contract and upon the consummation of the County Transaction, the Seller is permitted to convey the Property to a third party for commercial uses compatible with the proposed multifamily residential development planned for the remainder of the Master Parcel under the MOA.

WHEREAS, the Town, DHIC, and Capital Associates Management, LLC, are entering into a Development Agreement ("**DA**") on or about even date herewith, setting forth the requirements of the various parties with respect to the development of the Master Parcel.

WHEREAS, as of September 20, 2022, the governing board of the Town (i) determined that the Purchase Price to be paid by Purchaser, as set forth herein, meets or exceeds the appraised value of the Property as further described herein, and (ii) the Town approved entering into the DA and the EDA.

WHEREAS, upon the terms hereinafter set out and in accordance with Article 12 of Chapter 160A and Section § 158-7.1(d) of the North Carolina General Statutes ("**NCGS**"), the Seller hereby agrees to transfer, and the Purchaser hereby agrees to accept, fee simple ownership in the Property.

NOW, THEREFORE, in consideration of the mutual covenants and representations herein contained, Seller and Purchaser agree as follows:

1.
PURCHASE AND SALE

1.1 Purchase and Sale. Subject to the terms and conditions of this Agreement, Seller hereby agrees to sell and convey to Purchaser, and Purchaser hereby agrees to purchase from Seller, the following described property (herein collectively called the "**Property**"):

(a) Land. An approximately 10.81 acre, more or less, portion of the Master Parcel, depicted as Tract 1 on the site plan attached hereto Exhibit A (the "**Land**");

(b) Improvements. All improvements (the "**Improvements**"), if any, located on the Land, except as expressly provided otherwise herein;

(c) Easements. All easements, if any, benefiting the Land;

(d) Rights and Appurtenances. All rights and appurtenances pertaining to the Land, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way; and

(e) Tangible Personal Property. All of Seller's right, title and interest in all apparatus, fixtures, equipment, machinery and other personal property, if any, located on or about the Land (the "**Tangible Personal Property**"), to the extent not removed by Seller prior to the Closing Date.

2.
PURCHASE PRICE

2.1. Purchase Price. The purchase price (the "**Purchase Price**") for the Property shall be ONE MILLION TWENTY THOUSAND AND NO/100 DOLLARS ($1,020,000.00) and shall be paid by Purchaser to Seller at the Closing (as defined in Section 6.1). The Purchase Price shall be payable in United States currency by way of federal wire transfer, in accordance with wiring instructions provided by Seller or Escrow Agent, or other immediately available funds at Closing. The Purchase Price meets or exceeds the appraised value of the Property, as determined by Rich Kirkland, a licensed North Carolina MAI appraiser.

2.2. Private Sale. This Agreement is entered into by the Town pursuant to NCGS § 158-7.1(d), the requirements of which are satisfied in part by that Economic Development Agreement entered into by the Town, Purchaser and DHIC (the "**EDA**"), which sets forth additional requirements of the Purchaser for the construction and development of a business park on the Property (the date of Purchaser's execution of the EDA is to be hereinafter referred to as the "**Approval Date**").

3.
EARNEST MONEY

3.1. Earnest Money. Within five (5) business days after the Approval Date, Purchaser shall deliver to the Wyrick Robbins Yates & Ponton LLP ("**Closing Agent**" or "**Escrow Agent**") a deposit in the amount of Fifty Thousand and No/100 Dollars ($50,000.00) by wire transfer (the "**Earnest Money**"). If the sale of the Property is consummated pursuant to the terms of this Agreement, the Earnest Money

deposited hereunder shall be paid to Seller as a credit against the Purchase Price. In the event of a termination of this Agreement by Purchaser pursuant to any right of termination contained in this Agreement, then the Earnest Money shall be returned to Purchaser.

4.
TITLE; INSPECTIONS

4.1. Title Commitment and Survey.

(a) Title Commitment. Purchaser shall obtain a commitment for an owner's policy of title insurance (the "**Title Commitment**"). The title insurance policy, when issued pursuant to the Title Commitment (the "**Owner's Policy**"), shall name Purchaser or its assignee pursuant to Section 12.8 as insured, insuring that Purchaser owns good and indefeasible fee simple title to the Property subject only to the Permitted Exceptions (as defined in Section 4.1(c) below). Purchaser shall be responsible for working directly with its title company ("**Title Company**") to obtain any endorsements that Purchaser may desire, and Purchaser shall be solely responsible for the cost of the Owner's Policy and any endorsements requested by Purchaser.

(b) Survey. Purchaser shall, at its election, obtain a current survey (the "**Survey**"), of the Property, and further upon Purchaser's election, the legal description to be included in the Non-Warranty Deed from Seller shall be based upon the Survey.

(c) Title Review Period. Purchaser shall have until the date that is ninety (90) days after the Approval Date (the "**Title Review Period**") to approve or disapprove the Title Commitment and the Survey, including the information reflected therein, such approvals or disapprovals to be within Purchaser's sole discretion (any such disapproved item or matter is herein referred to as a "**Title Exception**"). If Purchaser fails to disapprove any item or information contained in the Title Commitment or Survey by written notice delivered to Seller of Purchaser's objection to such Title Exception(s) (a "**Title Objection Notice**") prior to the expiration of the Title Review Period, Purchaser shall be deemed to have approved such Title Exception(s) and shall accept title to the Property as reflected in the Title Commitment and Survey, subject to the Permitted Exceptions. If Purchaser delivers a Title Objection Notice to Seller prior to the expiration of the Title Review Period, Seller shall have the right (without any obligation to do so) to cure or attempt to cure the Title Exception(s) referenced in Purchaser's Title Objection Notice at or prior to Closing. However, if Seller is unable to cure or elects not to cure any one or more of the Title Exception(s) referenced in the Title Objection Notice, Seller shall notify Purchaser in writing of such inability or election (a "**Title Exception Election Notice**") within ten (10) days after Purchaser's delivery of the Title Objection Notice. In the event Seller fails to send Purchaser a Title Exception Election Notice within ten (10) days of Purchaser's delivery of the Title Objection Notice, then Seller shall be deemed to have elected not to cure any of the Title Exceptions and the Title Exception Election Notice shall be deemed given as of the tenth (10^{th}) day after Purchaser's delivery of the Title Objection Notice. Purchaser shall then have five (5) business days following its receipt of the Title Exception Election Notice either to waive its objections to the Title Exception(s) which Seller expressly or impliedly is unable or unwilling to cure (the "**Incurable Exceptions**") and proceed to Closing, or to terminate this Agreement. If Purchaser fails to notify Seller of the termination of this Agreement within the aforementioned five (5) business day period, Purchaser shall be deemed to have waived its objections to the Incurable Title Exceptions and the parties shall proceed to close the transaction contemplated by this Agreement, with the Incurable Exception(s) appearing as Permitted Exceptions on the Owner's Policy and on the Deed. If Purchaser provides Seller notice that it wishes to terminate this Agreement, (i) this Agreement shall be terminated effective as of the date on which Seller receives such notice, the Earnest Money shall be returned to Purchaser and the parties shall have no further obligations under this Agreement except for the obligations specified in Sections 4.2 and 4.3 of this Agreement, and (ii) the EDA and the DA shall also be terminated and of no further force or effect. The term

"**Permitted Exceptions**" as used herein, shall mean the Title Exception(s) listed in Schedule B of the Title Commitment which Purchaser approves, waives or is deemed to have approved pursuant to this Section 4.1(c).

4.2. Inspection.

(a) Inspection Period. Purchaser, its agents and employees may inspect the Property at any reasonable time on or before the date that is ninety (90) days after the Approval Date (the "**Inspection Period**"), and Purchaser may terminate this Agreement because of any unacceptable fact or condition affecting or existing on the Property (an "**Unacceptable Condition**") or for any other reason in Purchaser's sole discretion by delivering written notice of termination to Seller prior to the expiration of the Inspection Period. The inspections under this Section 4.2(a) may include, without limitation, a Phase I environmental inspection of the Property.

(b) Review Documents. Within ten (10) business days of the Effective Date, Seller shall provide Purchaser with copies of any surveys, title insurance policies, environmental studies, soil reports, governmental correspondence, and any other information relating to the Property (collectively, the "**Review Documents**"), to the extent in possession or control of Seller.

(c) Condition of the Property. If Purchaser does not close on the purchase of the Property under this Agreement, it shall return the Property to substantially the same condition in which it existed prior to any investigations undertaken by Purchaser, its agents, employees and assigns pursuant to this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the obligations of Purchaser set forth in this Section 4.2(c) shall survive the termination of this Agreement, as applicable.

(d) Seller's Cooperation. Seller agrees to cooperate with Purchaser as is reasonably necessary to Purchaser's efforts to inspect the Property, including, without limitation, coordinating with the County to obtain access to the Property for accomplishing any such inspections.

4.3. Termination. If this Agreement is terminated, then the Earnest Money shall be reimbursed or disbursed by the Escrow Agent in accordance with the specific terms of Section 3.1.

4.4. Cross Access Easement. During the Inspection Period, Purchaser and Seller, in collaboration with the County or any other owner of the Residential Parcel (defined herein), as applicable, shall in good faith negotiate, for the benefit of the future owners and permittees of the Master Parcel, as it is to be subdivided, a non-exclusive, perpetual right, privilege and easement of pedestrian and vehicular ingress, egress and regress over, upon, across and through the Master Parcel (the "**Cross Access Easement**"). Purchaser may, in its sole discretion, grant, for the benefit of the future owners and permittees of that certain 9 acre, more or less, portion of the Master Parcel to be used for residential purposes and acquired by DHIC, or another affordable housing developer, as further set forth in the MOA (the "**Residential Parcel**"), a non-exclusive, perpetual right, privilege and easement of vehicular parking with respect to parking spaces designated by the Purchaser, in its discretion, and located on the Property (the "**Parking Easement**").

5.
REPRESENTATIONS OR WARRANTIES BY SELLER

5.1. REPRESENTATIONS AND WARRANTIES. The following representations and warranties are made by Seller:

5.1.1. No Litigation. Seller has no knowledge of, and has not received any notice of any actual, pending or threatened violation, action or proceeding by any organization, person, individual or governmental agency against Seller with respect to the Property or against the Property (or any portion thereof), and there is no current threat of any litigation or other legal action being filed against Seller or the Property which would affect the Property or Seller's ability to perform its obligations hereunder.

5.1.2. Boundary Lines of Property. Seller has no knowledge of and has received no notice of any pending litigation or dispute with respect to the location of the boundaries and corners of the Land.

5.1.3. Authority. The execution, delivery and performance of this Agreement and the other agreements and instruments referred to herein and the consummation of the transactions contemplated hereby by Seller does not require the consent, approval or joinder by any party or entity which is not a party to this Agreement. This Agreement is the valid and legally binding obligation of Seller enforceable against Seller in accordance with its terms. The individuals executing this Agreement and other documents and instruments referenced herein or otherwise executed and delivered in connection herewith on behalf of Seller have the legal power, right and authority to bind Seller under the terms and conditions stated herein.

5.1.4. Title. Seller will have, at the Closing, good, insurable fee simple title to the Land, free and clear of all liens and encumbrances, other than the Permitted Exceptions and none of the Land will be subject to any prior conveyance or assignment to, or any superior possessory rights in, any third party.

5.1.5. Undisclosed Agreements and Liabilities. There are no undisclosed liabilities or agreements affecting the Property that will remain in effect after the Closing, and there are no liabilities or agreements impairing Seller's ability or capacity to sell the Property to Purchaser. Seller has not entered into any commission or brokerage agreements relating to the Property.

5.1.6. No Rights to Purchase. No person or entity, other than Purchaser and the County (with respect to the County's limited right of reversion provided by the County Contract), has any right, agreement, commitment, option, right of first refusal or any other agreement with respect to the purchase, assignment or transfer of all or any portion of the Property.

5.1.7. No Condemnation. Seller has no knowledge of and has not received notice of any pending or threatened condemnation, eminent domain, change in grade of public street or similar proceeding affecting all or any portion of the Property.

5.1.8. Leases, Occupancy. There are no tenants located on the Property, and no person or entity now has, or at the time of Closing will have, any possessory interest in the Property, under a lease or otherwise.

5.1.9. No Agreements. Other than as expressly set forth in this Agreement or otherwise disclosed in writing to Purchaser pursuant to this Agreement, there are no agreements in effect which will survive Closing hereunder, relating to the operation or maintenance of the Property.

5.1.10. Plan Approvals. The Master Plan and Site Plan have been approved by the Seller and will not be terminated and will remain valid for a period of 36 months after Closing.

5.1.11. Hazardous Material. Seller has no knowledge and has received no notice of: (i) any Hazardous Material contamination on the Land, or (ii) any investigation, administrative order, consent order, agreement, litigation, or settlement with respect to any Hazardous Material or Hazardous Material contamination that is in existence with respect to the Property, or (iii) any above ground or underground storage tank located on the Property or (iv) any violation or failure to comply with any environmental law

or laws regulating the storage, use or disposal of Hazardous Material. As used herein, "**Hazardous Material**" means hazardous, toxic or dangerous waste, substance, or material, as currently defined for purposes of (a) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or (b) any other federal, state or local law, ordinance, rule, or regulation applicable to the Property and establishing liability standards or required action as to reporting, discharge, spillage, storage, uncontrolled loss, seepage, filtration, disposal, removal, use or existence of a hazardous, toxic or dangerous waste, substance, or material. Seller has delivered to Purchaser all exiting environmental reports regarding the Property in Seller's possession or available to the Seller.

The foregoing representations are true and correct, and the foregoing warranties are in full force and effect and binding on Seller as of the date hereof, and shall be true and correct and in full force and effect, as the case may be, and deemed to have been reaffirmed and restated by Seller as of the date and time of Closing in the same manner as expressly set forth herein, shall survive Closing for a period of one year, shall not be deemed merged into any instrument of conveyance delivered at Closing, and shall inure to the benefit of and enforceable by Purchaser, its successors and assigns. If Seller shall acquire any information or knowledge between the Effective Date and the Closing Date which would make any of the foregoing representations and warranties untrue or incorrect, Seller shall immediately disclose such information or knowledge to Purchaser and the representation or warranty so affected shall be deemed amended thereby as of the Closing Date; provided, however, if Seller or Seller's actions cause such representation or warranty to be untrue or incorrect, and if Purchaser suffers actual damage as a result, Purchaser shall be entitled to the remedies provided to Purchaser in Section 9.1 hereof. Notwithstanding the foregoing, in the event any change in the representation or warranty is deemed by Purchaser to be material and if such change is not caused by Seller or Seller's actions, Purchaser shall have the right to terminate this Agreement in which event the Earnest Money shall be returned to Purchaser and the parties shall have no further rights or obligations hereunder except for the obligations of Purchaser under Section 4.2(c).

6.
CLOSING

6.1. Closing. The closing of the transaction contemplated by this Agreement ("**Closing**") shall be held on or before the date ("**Closing Date**") that is thirty (30) days after the later to occur of (i) expiration of the Inspection Period, or (ii) Purchaser's fulfillment of the closing conditions set forth in Sections 7.1.9 and 7.1.10 below; provided, however, in no event shall the Closing Date occur later than the third anniversary of the Company submitting for the last of the approvals described in Sections 7.1.9 and 7.1.10 below. Purchaser and Seller shall conduct an escrow-style closing through Closing Agent so that it will not be necessary for any party to attend the Closing. Purchaser and Seller shall finalize and deliver all Closing documents to the Closing Agent no later than 5:00 p.m., EST on the last business day prior to the Closing Date.

6.2. Seller's Obligations at Closing. At Closing, Seller shall deliver to Purchaser the following documents:

(a) Deed. Special warranty deed (the "**Deed**") executed by Seller conveying the Property to Purchaser in the form attached to this Agreement as Exhibit B, subject to no exceptions other than the Permitted Exceptions.

(b) Evidence of Authority. Copies of such documents and resolutions as may be required by and acceptable to the Title Company to evidence the authority of the person signing the Deed, the Non-Warranty Deed (if any), and other documents to be executed by Seller at the Closing, and the power and authority of Seller to convey the Property to Purchaser in accordance with this Agreement.

(c) Foreign Person. An affidavit of Seller certifying that Seller is not a "foreign person" as defined in the Federal Foreign Investment in Real Property Tax Act of 1980, and the 1984 Tax Reform Act, as amended.

(d) Owner's Affidavit. An affidavit of Seller, in form acceptable to the Title Company, certifying that there are no mechanics' or materialmen's liens against the Property.

(e) Closing Statement. A closing statement executed by Seller.

(f) Form 1099. Internal Revenue Service Form 1099, if required by Section 6045(d) of the Internal Revenue Code.

(g) Possession Affidavit. An affidavit of possession in a form satisfactory to the Title Company to remove any exception as to claims of parties in possession of the Property.

(h) Non-Warranty Deed. If requested by Purchaser, a non-warranty deed conveying all of Seller's right, title and interest in and to the Property in accordance with the legal description prepared from the Survey (the "**Non-Warranty Deed**").

(i) Cross Access Easement. A fully executed Cross Access Easement, which is to be recorded in the Wake County Register of Deeds Office at or prior to Closing.

(j) Other Documentation. Such other instruments or documents as may be reasonably requested by Purchaser or the Title Company, or reasonably necessary, to effect or carry out the purposes of this Agreement, subject to Seller's prior approval thereof, which approval shall not be unreasonably withheld, conditioned or delayed.

6.3. Purchaser's Obligations at Closing. At Closing, Purchaser shall deliver to Seller the following:

(a) Purchase Price. The Purchase Price, less the Earnest Money, by wire transfer or other immediately available funds. The Escrow Agent shall disburse the Earnest Money to the Town at Closing.

(b) Closing Statement. A closing statement executed by Purchaser.

6.4. Proration. Real estate taxes, if any shall be due and payable, shall be apportioned or adjusted between Seller and Purchaser. If any governmental assessments have been levied against the Property, all such assessments due prior to Closing shall be paid by Seller, provided that if any assessments are payable in installments, Seller shall pay all installments that are due prior to the Closing Date and Purchaser shall be responsible for all installments due subsequent to the Closing Date. Notwithstanding the timing of the assessment payments and the responsibility therefor as set forth in the immediately preceding sentence, all apportionments and adjustments shall be made as of 12:01 a.m. local (Eastern) time on the Closing Date, except those items that are not ascertainable on the Closing Date or that this Section 6.4 expressly provides are to be determined on a subsequent date, which shall be apportioned or adjusted after Closing, but computed as of 12:01 a.m. local (Eastern) time on the Closing Date.

Taxes for the year in which the Closing occurs, if any, shall be prorated on the basis of the most recent available tax bill and shall be apportioned on a calendar year basis at Closing. If the Closing shall occur before the tax rate or the assessed valuation of the Property is fixed for the then current year, the apportionment of taxes for the year in which the Closing occurs shall be calculated on the basis of the tax rate for the preceding year applied to the latest assessed valuation. Subsequent to the Closing, when the tax

rate and the assessed valuation of the property is fixed for the year in which the Closing occurs, the parties agree to adjust the proration of taxes and, if necessary, to refund or repay such sums as will be necessary.

The agreements of Seller and Purchaser set forth in this Section 6.4 shall survive the Closing.

6.5. Possession. Possession of the Property shall be delivered to Purchaser at Closing, free and clear of any claims of tenants and parties in possession.

6.6. Seller's Closing Costs. Except as otherwise expressly provided in this Agreement, Seller shall pay, at Closing: (a) the cost of the preparation of the Deed; (b) North Carolina transfer tax on the Deed, if any; (c) one-half (1/2) of all fees charged by the Escrow Agent, if any; and (d) the fees and expenses of Seller's attorney.

6.7. Purchaser's Closing Costs. Except as otherwise expressly provided herein, Purchaser shall pay, at Closing: (a) the premium and other costs of obtaining the Owner's Policy, any endorsements thereto requested by Purchaser, and any title searches or abstracts required by the Title Company to provide the final Owner's Policy; (b) the cost of the Survey; (c) the cost of any inspections or other due diligence conducted by Purchaser; (d) all lenders' fees related to any financing to be obtained by Purchaser; (e) the cost to record the Deed and any Non-Warranty Deed in Wake County; (f) all recording costs and documentary stamps or tax related to Purchaser's financing documents, including any deed of trust; (g) one-half (1/2) of all fees charged by the Escrow Agent, if any; and (h) the fees and expenses of Purchaser's attorney.

6.8. Other Closing Costs. Except as otherwise specifically provided for herein, all other Closing charges are to be allocated between Purchaser and Seller in accordance with the usual and customary practice for such transactions in the State of North Carolina.

7.
PURCHASER'S CONDITIONS PRECEDENT TO CLOSING

7.1. Purchaser's Conditions Precedent. The obligation of Purchaser to purchase the Property pursuant to this Agreement shall, at the option of Purchaser, be subject to the fulfillment, on or before the Closing Date, of all of the conditions set forth in this Section 7 (the "**Purchaser's Closing Conditions**"), any or all of which may be waived by Purchaser in Purchaser's sole discretion:

7.1.1. Representations, Warranties and Covenants. All of the representations and warranties of Seller set forth in this Agreement shall be true and correct in all material respects as of the Effective Date and, as of the Closing Date, and Seller shall have fully complied with all of Seller's duties and obligations contained in this Agreement.

7.1.2. Title. There shall be no material change in the matters reflected in the Title Commitment, except pursuant to Section 7.1.7 below, and there shall not exist any encumbrance or title defect affecting the Land not described in the Title Commitment except for the Permitted Exceptions or matters to be satisfied as of the Closing Date.

7.1.3. Title Policy. On the Closing Date, the Title Company shall be unconditionally obligated and prepared, subject to the payment of the applicable title insurance premium and other related charges, to issue to Purchaser the Owner's Policy in accordance with the requirements of Section 4.1.

7.1.4. Adverse Actions. No action or proceeding shall have been instituted or be threatened before any court or governmental authority (a) that relates to the Property and affects the Property after the

Closing Date, or (b) that seeks to restrain or prohibit, or to obtain substantial damages in respect of, or which is related to or arises out of, this Agreement or the consummation of the transactions contemplated herein.

7.1.5. Bankruptcy. As of the Closing Date, Seller shall not have commenced (within the meaning of any Bankruptcy Law) a voluntary case, nor shall there have been commenced against Seller an involuntary case, nor shall Seller have consented to the appointment of a Custodian of it or for all or any substantial part of its property, nor shall a court of competent jurisdiction have entered an order or decree under any Bankruptcy Law that is for relief against Seller, in an involuntary case or appoints a Custodian of Seller for all or any substantial part of its property. The term "Bankruptcy Law" means Title 11, U.S. Code, or any similar state law for the relief of debtors. The term "Custodian" means any receiver, trustee, assignee, liquidator or similar official under any Bankruptcy Law.

7.1.6. Agreements. Except as expressly permitted herein, Seller shall not have amended or terminated any agreements applicable to the Property after the Effective Date without Purchaser's prior written approval in each instance.

7.1.7. Consummation of the County Transaction. As of the Closing Date, Seller and the County shall have consummated the County Transaction—including but not limited to the recording of a plat of survey evidencing the subdivision, on the County's behalf, of the Master Parcel (including delineation of the Land as a separate legal lot), in accordance with the County Contract, which subdivision plat shall have been approved by the Seller and the Purchaser—such that Seller shall be able to convey fee simple title to the Property to the Purchaser, subject only to the Permitted Exceptions.

7.1.8. Rezoning. Purchaser shall have obtained rezoning of the Land to a commercial classification satisfactory to Purchaser, in its sole discretion. Any appeal periods as to such rezoning shall have expired.

7.1.9. Site Plan Approval. Purchaser shall have obtained, at Purchaser's sole cost and expense, unappealable site plan approval for the development of Purchaser's commercial project on the Land, such approval to be satisfactory to Purchaser in its sole discretion.

7.1.10. Permits. Purchaser shall be satisfied, in its sole discretion, that the Town's issuance to Purchaser of those building, grading and land disturbance permits necessary for the development of Purchaser's commercial project on the Land, is subject only to the Purchaser's acquisition of the Property.

7.2. Failure of Conditions. In the event of failure of any of the conditions in Section 7.1 and if Purchaser further elects to terminate this Agreement by notice to Seller on or before the Closing Date, the Earnest Money shall be returned to Purchaser and the parties shall have no further rights or obligations hereunder except for the obligations of Purchaser under Section 4.2(c).

8.
RISK OF LOSS

8.1. Condition of the Property. The Property shall be conveyed to Purchaser at Closing in substantially the same condition as on the date of this Agreement, ordinary wear and tear excepted, free of all tenancies or occupancies.

8.2. Condemnation. If, prior to Closing, action is initiated or threatened to take any of the Property by eminent domain proceedings or by deed in lieu thereof, Purchaser shall have twenty (20) days from receipt of written notice of such event from Seller to advise Seller that it intends to (i) terminate this

Agreement and thereupon shall be entitled to the immediate return of the Earnest Money (including accrued interest), and the parties shall have no further rights or obligations hereunder except for the obligations of Purchaser under Section 4.2(c), or (ii) consummate the Closing, in which event the award of the condemning authority shall be assigned to Purchaser at the Closing. If Seller does not receive any such notice from Purchaser within such twenty (20) day period, then Purchaser shall be deemed to have elected option (i) of this Section 8.2.

9.
DEFAULT

9.1. Breach by Seller. If Seller breaches this Agreement and fails to cure such breach within the applicable period set forth in Section 9.3, Purchaser may, as Purchaser's sole and exclusive remedy either (a) terminate this Agreement and receive the immediate return of the Earnest Money, together with all accrued interest; or (b) pursue the remedy of specific performance. In no event shall Seller be liable to Purchaser for any actual, punitive, speculative, consequential, or other damages, except to the extent provided above for out-of-pocket expenses.

9.2. Breach by Purchaser. If Purchaser breaches this Agreement and fails to cure such breach within the applicable period set forth in Section 9.3, Seller may, as Seller's sole and exclusive remedy and relief hereunder, terminate this Agreement and thereupon be entitled to the Earnest Money together with all interest accrued thereon, if any, as liquidated damages (and not as a penalty). Seller and Purchaser have made this provision for liquidated damages because they acknowledge and agree that it would be difficult to calculate on the date hereof the amount of actual damages for such breach, and that retention of the Earnest Money represents reasonable compensation to Seller for such breach.

9.3. Notice and Cure. In the event of a default by either party, the non-defaulting party shall provide the defaulting party with written notice of such event of default and: (i) as to the failure to close, a period of ten (10) days in which to cure such default; or (ii) as to any other default, a period of twenty (20) days to cure such default, provided that if such default cannot be cured within twenty (20) days, then such additional time as is required to cure the default, provided that the defaulting party promptly commences and diligently pursues such cure, but in no event shall such additional time to cure default(s) exceed forty-five (45) days.

9.4. Return/Delivery of Earnest Money. In the event the Earnest Money is returned to Purchaser as provided in Section 9.1 above, or delivered to the Seller as provided in Section 9.2 above, upon the return or delivery of the same, the parties hereto shall have no further rights, obligations or liabilities with respect to each other hereunder, except for the obligations of Purchaser under Section 4.2(c) hereof and all of Purchaser's obligations under the DA and EDA would terminate and be of no further force or effect.

10.
FUTURE OPERATIONS

10.1. Future Operations. From the Effective Date until the Closing or earlier termination of this Agreement:

(a) Except for condemnation, which is provided for in Section 8, Seller (i) will keep and maintain the Property in its condition as of the Effective Date (reasonable wear and tear excepted), and (ii) will use reasonable efforts promptly to advise Purchaser of any litigation, arbitration, or administrative hearing concerning the Property arising or threatened after the Effective Date.

(b) Seller will not, without the prior written consent of Purchaser, enter into, modify, or renew any contract or lease affecting the Property which cannot be cancelled upon thirty (30) days' prior written notice.

(c) Seller will not take any action to amend or modify the current zoning for the Property without the written consent of Purchaser which may be withheld in Purchaser's sole discretion.

11.
MISCELLANEOUS

11.1. Notice. Whenever this Agreement requires or permits any consent, approval, notice, request, or demand from one party to the other (collectively "**Notice**"), such Notice must be in writing to be effective and shall be effective on the date of actual receipt of such Notice by the addressee, or on the date the attempted initial delivery is refused or cannot be made because of a change of address of which the sending party has not been notified. The following shall, without limitation, be prima facia evidence of actual receipt of Notice by the addressee: (a) if mailed, by a United States certified mail return receipt, signed by the addressee or the addressee's agent; (b) if hand-delivered, by a delivery receipt, signed by the addressee or the addressee's agent; or (c) if via nationally recognized overnight carrier (e.g., UPS, Federal Express), by a delivery receipt, signed by the addressee or the addressee's agent. The parties' respective addresses for delivery of any Notice are set forth below unless another address within the United States is designated in writing by any party to the other.

SELLER:	Town of Holly Springs 128 S. Main St. Holly Springs, North Carolina 27540 Attention: Randy J. Harrington, Town Manager Telephone: (919) 557-3924
WITH COPIES TO:	Town Attorney's Office 128 S. Main St. Holly Springs, North Carolina 27540 Attention: John Schifano, Town Attorney Telephone: (919) 557-2917
PURCHASER:	Capital Associates Management, LLC 1501 Sunrise Avenue, Suite 100 Raleigh NC, 27608 Attention: Frank P Baird Telephone: (919) 233-9901
WITH COPIES TO:	Wyrick Robbins Yates & Ponton LLP 4101 Lake Boone Trail, Suite 300 Raleigh, North Carolina 27607 Attention: Anna McLamb Telephone: (919) 861-0482
TITLE COMPANY:	Title Insurance Company of North Carolina, Inc. 434 Fayetteville Street, Suite 2340 Raleigh, North Carolina 27601 Attention: Alice Bracey

Telephone: (919) 832-0252

11.2. Real Estate Commissions. Seller and Purchaser acknowledge that neither Seller nor Purchaser has contacted any real estate broker, finder or similar person in connection with the transaction contemplated hereby. To the actual knowledge of Seller and Purchaser, no Acquisition Fees (as hereafter defined) have been paid or are due and owing to any person or entity. As used herein, "**Acquisition Fees**" shall mean all fees paid to any person or entity in connection with the selection and purchase of the Property, including real estate commissions, selection fees, and nonrecurring management and start-up fees, development fees or any other fee of similar nature.

11.3. Entire Agreement. This Agreement embodies the entire agreement between the parties relative to the subject matter hereof, and there are no oral or written agreements between the parties nor any representations made by either party relative to the subject matter hereof which are not expressly set forth herein.

11.4. Amendment. This Agreement may be amended only by a written instrument executed by the party or parties to be bound thereby.

11.5. Headings. The captions and headings used in this Agreement are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this Agreement.

11.6. Time of Essence. Time is of the essence of this Agreement. However, if the final date of any period which is not set out in any provision of this Agreement falls on a Saturday, Sunday or legal holiday under the law of the United States or the State of North Carolina, then in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

11.7. Governing Law. This Agreement shall be governed by the laws of the State of North Carolina and the applicable federal laws of the United States. All of the parties to this Agreement have participated freely in the negotiation and preparation hereof; accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto.

11.8. Successors and Assigns. This Agreement shall bind and inure to the benefit of Seller and Purchaser and their respective successors and assigns. Purchaser may assign its rights under this Agreement, without Seller's consent, to any affiliated entity which directly or indirectly controls, is controlled by or is under common control with Capital Associates Management, LLC or to any special purpose entity created by Capital Associates Management, LLC so long as the assignee adopts the obligations under the DA and EDA and assumes the obligation hereunder to take title to the Property (any such assignment being a "**Permitted Assignment**"). Upon the occurrence of a Permitted Assignment, the assigning Purchaser shall have no further rights or obligations under this Agreement. The Town shall receive written notice of any Permitted Assignment, including a fully executed assignment and assumption agreement. Any assignment other than a Permitted Assignment shall require the prior written consent of Seller, not to be unreasonably withheld, conditioned or delayed.

11.9. Invalid Provision. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provisions had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement.

11.10. Multiple Counterparts. This Agreement may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one (1) agreement.

11.11. Date of This Agreement. As used in this Agreement, the term "**Effective Date**" shall mean and refer to the date of full execution and delivery of this Agreement by Seller and Purchaser, which delivery may be accomplished via an electronic copy of this Agreement sent by e-mail.

11.12. Exhibits. The following exhibits are attached to this Agreement and are incorporated into this Agreement and made a part hereof:

(a) Exhibit A - Depiction of the Land;

(b) Exhibit B - Form of Special Warranty Deed.

11.13. Authority. Each party hereto represents and warrants to the other that the execution of this Agreement and any other documents required or necessary to be executed pursuant to the provisions hereof are valid, binding obligations and are enforceable in accordance with their terms.

11.14. Recordation. Neither this Agreement nor any memorandum or other summary of this Agreement shall be placed of public record under any circumstances except with the prior written consent of the Seller and the Purchaser.

11.15. Digital Images. Seller and Purchaser agree to accept a digital image of this Agreement, and all subsequent amendments hereto, as executed, as true and correct originals and admissible as best evidence for the purposes of State law, Federal Rule of Evidence 1002, and like statutes and regulations.

11.16. Seller's Cooperation. Seller agrees to cooperate with Purchaser as is reasonably necessary to Purchaser's efforts to obtain governmental approvals including, without limitation, rezoning and site plan approval, and permits. In no event will Seller be obligated to incur any cost by virtue of its cooperation. If required by the relevant governing authority, Seller shall join in the execution of any applications for governmental approval.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal by persons duly empowered to bind the parties to perform their respective obligations hereunder the day and year set forth below.

SELLER:

TOWN OF HOLLY SPRINGS,
a North Carolina municipal corporation

By: _____
Name: Randy J. Harrington
Title: Town Manager

By: _____
Name: Linda McKinney
Title: Town Clerk

Approved as to form:

By: _____
Name: John Schifano
Title: Town Attorney

PURCHASER:

CAPITAL ASSOCIATES MANAGEMENT, LLC,
a North Carolina limited liability company

By: _____
Name: Frank P. Baird
Title: CEO, Manager

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

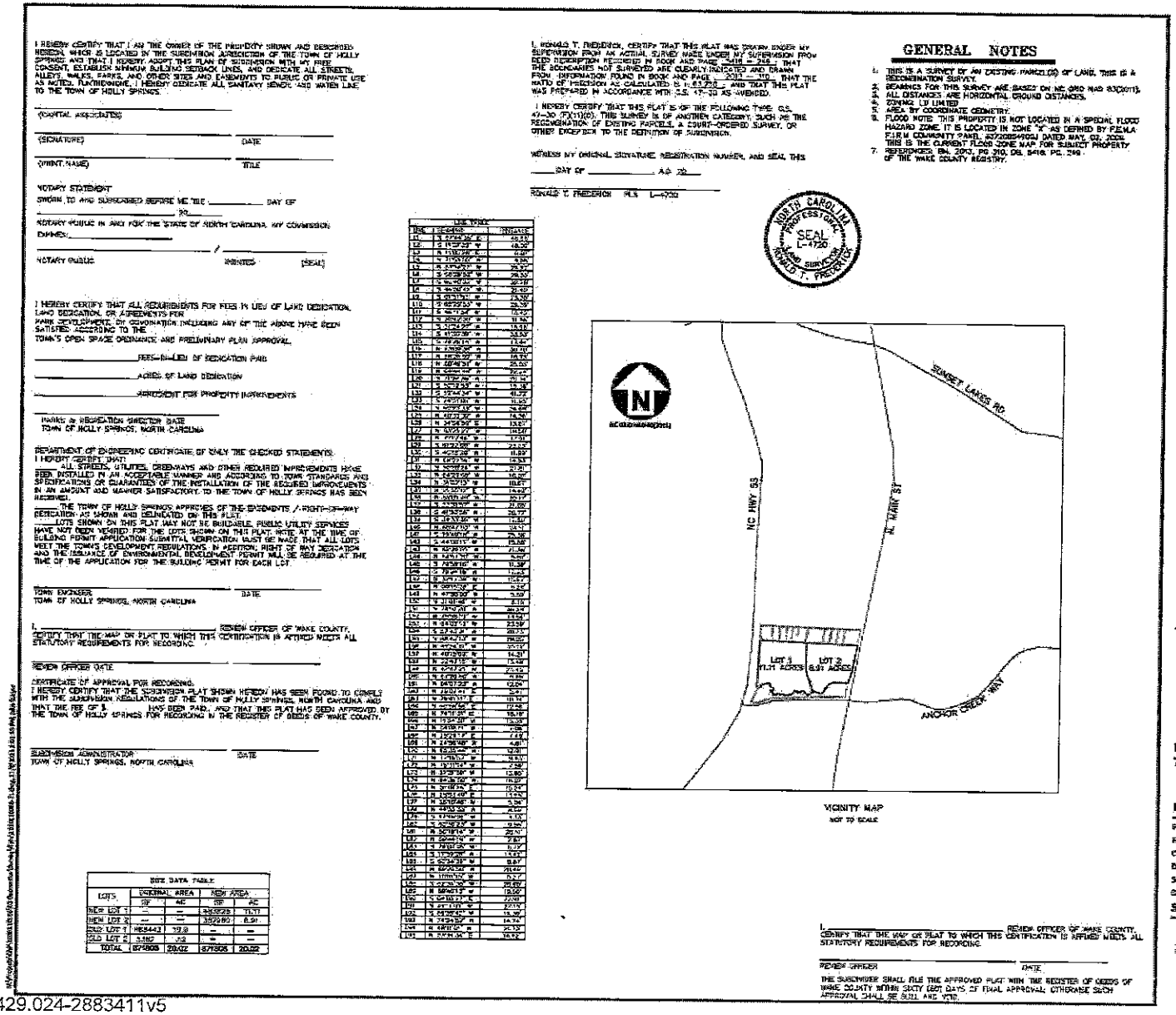
By: _____
Name: _____
Title: Town Finance Director, or designee

EXHIBIT A TO PURCHASE AND SALE AGREEMENT

DEPICTION OF THE LAND

EXHIBIT A TO PURCHASE AND SALE AGREEMENT

DEPICTION OF THE LAND



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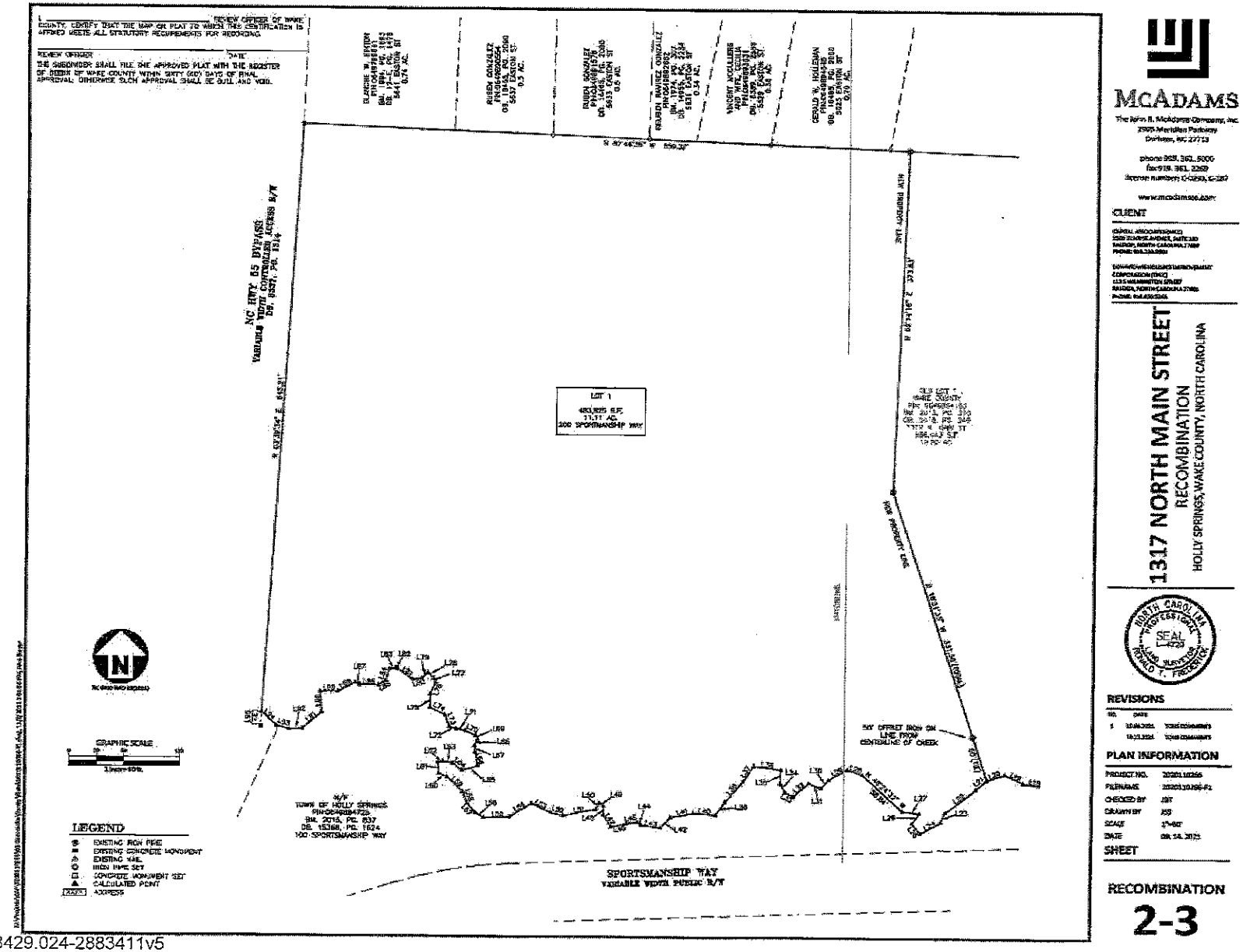
NC HWY 55 BYPASS
VARIABLE WIDTH CONTROLLED ACCESS R/W
DB. 8527, PG. 1514
N 87°46'35" W 559.30'
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EXHIBIT B TO PURCHASE AND SALE AGREEMENT

FORM OF SPECIAL WARRANTY DEED

NORTH CAROLINA SPECIAL WARRANTY DEED

Excise Tax: Parcel Identifier No.:
Tax ID No.:

Mail after recording to Grantee

This instrument was prepared by:

Brief Description for the Index:

THIS DEED made this _____ day of _____, 202__, by and between:

GRANTOR	GRANTEE	

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

WITNESSETH, that Grantor, for a valuable consideration paid by Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto Grantee in fee simple, all that certain lot or parcel of land situated in Wake County, North Carolina and more particularly described as follows:

See Exhibit A which is attached hereto and incorporated herein by reference.

All or a portion of the property herein conveyed does not include the primary residence of Grantor.

The property hereinabove described was acquired by Grantor by instrument recorded in Book _____, Page(s) _____, Wake County Registry.

A map showing the above-described property is recorded in Book _____, Page _____, Wake County Registry.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to Grantee in fee simple.

And Grantor covenants with Grantee that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, other than the following exceptions:

1. Ad Valorem taxes for the year 202__ and subsequent years taxes, not yet due and payable; and
2. All restrictions, easements and rights-of-way of record; and
3. Those covenants and conditions contained in a Development Agreement recorded at Book ____, Page____, Wake County Registry.

IN WITNESS WHEREOF, Grantor has executed this instrument as of the day and year first above written.

[*ADD SIGNATURE BLOCK(S) AND NOTARY ACKNOWLEDGEMENT(S)*]

EXHIBIT A to Special Warranty Deed

[INSERT LEGAL DESCRIPTION BASED ON SUBDIVISION PLAT IN SEC. 7.1.7]

THE TOWN OF

Holly Springs

Ordinance No.: RZ21-01
Date Adopted:
Effective Date:

AN ORDINANCE TO AMEND SECTIONS OF THE CODE OF ORDINANCES TO MODIFY APPENDIX A: UNIFIED DEVELOPMENT ORDINANCE: OFFICIAL ZONING MAP AND ADOPT THE COMPATIBILITY STATEMENT REQUIRED BY NORTH CAROLINA GENERAL STATUTES 160A-383

WHEREAS, the Town of Holly Springs Town Council adopted *Vision Holly Springs: Town of Holly Springs Comprehensive Plan* in November 2007 and updated the plan in 2019; and

WHEREAS, the Town of Holly Springs has received a request to modify the Official Zoning Map for 20.01 acres of Wake County PIN 649894163 & 649991395 from LB: Local Business Limited to CB CU: Community Business Conditional Use and R-MF-15 CU: High-Density Multifamily Residential Conditional Use; and

WHEREAS, the *Vision Holly Springs: Town of Holly Springs Comprehensive Plan* designates said parcels on the *Future Land Use Map* as Mixed-Use Center; and

WHEREAS, the requested Official Zoning Map Change proposes land uses that are consistent with the adopted *Vision Holly Springs: Town of Holly Springs Comprehensive Plan Future Land Use Map,* and

WHEREAS, the Holly Springs Planning Board reviewed this request at a Public Meeting on February 23, 2021 and recommended approval by a vote of 6-2-1; and

WHEREAS, an opportunity for public input into the suggested amendment has been offered in a public hearing before the Town Council; and

WHEREAS, after considering the recommendation of the Holly Springs Planning Board and the public input offered in a public hearing before the Town Council, the Town Council finds amending the Official Zoning Map from LB: Local Business Limited to CB CU: Community Business Conditional Use and R-MF-15 CU: High-Density Multifamily Residential Conditional Use is consistent with the Vision Holly Springs Comprehensive Plan since the Land Use & Character Plan Future Land Use Map designates this property as Mixed-Use Center and the CB CU: Community Business Conditional Use and R-MF-15 CU: High-Density Multifamily Residential Conditional Use districts, with the conditions offered by the applicant, will serve the broader economic, entertainment, and housing needs of the community and will provide for a compact, walkable environment and mix of residential and non-residential uses.; and

WHEREAS, the Town Council finds the proposed amendment to the Official Zoning Map is reasonable and in the public interest by providing opportunities to expand the nonresidential tax base, generate economic activity for the community, and provide for affordable housing; and

THEREFORE, BE IT ORDAINED by the Holly Springs Town Council of the Town of Holly Springs, North Carolina, that the Unified Development Ordinance of the Town is amended as follows:

Part 1: **Amend Unified Development Ordinance** Section 1.20, C. Official Zoning Map with the following rezoning request: #20-REZ-03 to change the zoning of PINs 649894163 & 649991395 from LB: Local Business Limited to CB CU: Community Business Conditional Use and R-MF-15 CU: High-Density Multifamily Residential Conditional Use, as further described below, the the following conditions:

1) The following uses shall be prohibited uses within the CB zoning district: Automotive Sales & Service: Automobile Parts Sales (new); Quick Oil Change Facility; Car Wash (automatic or self); Gasoline Service Station without repair; Motor Cycle/Scooter Sales; Automotive Sales & Service: Automotive Repair – Minor; Gasoline Service Station with minor repair (not to exceed two (2) accessory indoor service bays); Kennels (with outdoor runs); Food Sales and Service: Restaurant – Drive Through, Stand Alone; Public Facilities: Neighborhood Recycling Collection Point; Communications/Utilities: Electricity Relay Station; Retail: Satellite Dish Sales and Service (outdoor display).

2) The CB zoning district shall contain a Class A commercial office building with a minimum square footage of 70,000 Square Feet with a minimum building height of 2 stories.

3) The following uses shall be permitted uses within the R-MF-15 zoning district: Residential: Multifamily dwellings. The allowed residential uses must meet the requirements of Section 42 of the Internal Revenue Code or a substantially equivalent form of affordable rental housing. 100% of the dwelling units developed on the property must meet this requirement. Accordingly, rents shall be set at a price that on average is affordable to a household with an annual income that is no greater than 60% of the Area Median Income for the respectively-sized household in the Raleigh, NC MSA, as determined by the United States Department of Housing and Urban Development.

4) The CB and R-MF-15 parcels will have both vehicular and pedestrian connectivity so that the two zoning parcels that make up this request will be interconnected and function as a horizontal mixed use development. Each parcel shall record an easement in a form approvable by the Town allowing cross access.

5) The CB zoned parcel shall provide a primary entrance driveway/street from Sportsmanship Way. To create a walkable street scape along this primary driveway/street, a minimum and maximum building setback will be established by the project master plan. To establish the intent of commercial building placement, no more than one bay of off-street parking spaces shall be constructed between the building and primary driveway/street. This is more particularly illustrated below:

Note: The above illustration is conceptual in nature and meant to illustrate desired building placement only. Final design will be determined at the time of development plan(s) submittal(s).

6) Off-street parking within the CB zoning district shall utilize shared parking. This shared parking shall be memorialized within a shared parking agreement. The property owners involved in the joint use of off-street parking areas shall submit a legal agreement approved by the town attorney as to form and content guaranteeing that said required off-street parking shall be maintained so long as the use requiring off-street parking is in existence or unless the required off-street parking is provided elsewhere in accordance with the provisions of this Section. Such instrument, when approved as conforming to the provisions of this section, shall be recorded by the property owner with the Wake County Register of Deeds and a copy thereof filed with the Department of Development Services.

7) The development shall construct and install a pedestrian crosswalk featuring a rapid beacon signals across Sportsmanship Way, such location shall be determined at the time of master plan submittal.

8) Developed open space areas within the proposed developments shall feature at least one of the following: hardscape areas; outdoor seating areas; public art; playground and pergolas/gazebos.

9) A minimum of one of the following types of Green Stormwater Infrastructure shall be used in connection with any development on the subject property: permeable pavement parking spaces or pervious pavers in pedestrian areas; or rainwater harvesting (cisterns); or bio-swales. Reclaimed water for commercial irrigation purposes whenever feasible shall be utilized.

10) Emphasis shall be placed on placemaking within the development. To ensure this occurs, the following landscaping practices shall be utilized:
    a. The use of vertical landscaping or public art shall be utilized adjacent to a minimum of two (2) commercial outdoor seating or gathering areas;
    b. To the greatest extent possible, street trees shall be installed in accordance with the Town of Holly Springs UDO requirements along the primary entrance driveway/street from Sportsmanship Way.
    c. Within the CB zoning district, the use of planters shall be positioned as to energize and identify pedestrian entrances, such entrances shall be flanked by at least one planter. Planters shall have a minimum height 24” and a minimum width of 18”.

11) The Town requires certain fees to be paid upon development of land and for the granting of a building permit. Said fees are listed in the Town’s annual budget, and with this rezoning the Developer agrees he/she (i) is familiar with these fees, (ii) does not dispute the reasonableness of these fees as set forth in the Town’s annual budget; and (iii) notwithstanding any reimbursements discussed at this time through an Infrastructure Reimbursement Agreement, hereby agrees to timely pay all normal and customary fees applicable to Developer in connection with Non-Residential and Residential Projects. Such fees are listed in the current year annual budget of fees at the time the fee is due under the ordinary course of development.
    ***This condition shall apply to this zoning district unless otherwise modified by a Developer Agreement*.**

12) The Town requires, pursuant to N.C.G.S. § 160A-372, the dedication and construction of streets and rights of way, as shown in the approved Comprehensive Transportation Plan and the approved Transportation Impact Analysis, to create conditions essential to public health, safety, and the general welfare. A rezoning may be delayed until such time as necessary transportation improvements (to include offsite improvements) may be made, unless the Town and the

Developer can enter into agreements to accelerate the time for completion of these needed improvements. ***This condition shall apply to this zoning district unless otherwise modified by a Developer Agreement*.**

13) The proposed development associated with this rezoning will be served by public sewer. The developer acknowledges that there are significant downstream gravity sewer and pump station improvements that are needed to accommodate the demand from this project. The developer has submitted a sewer and pump station evaluation report to meet the Town of Holly Springs standards. The developer is responsible to continue coordination with the Town to determine the cost sharing partnership that will facilitate the necessary sewer infrastructure improvements proportionate to the project's impact. ***This condition shall apply to this zoning district unless otherwise modified by a Developer Agreement.***

14) TRANSPORTATION IMPROVEMENTS: The developer shall contribute, design, construct or permit the following Public Infrastructure relating to Transportation:
    a. Pay fee-in-lieu or construct northbound right turn lane at N. Main Street / Old Smithfield Road / Sunset Lake Road as required by the NCDOT.
    b. Contribute a fee-in-lieu for design and construction of future traffic signalization at the intersection of N. Main Street / Katha Drive / Arbor Creek Drive proportionate to project impact.

This condition shall apply to this zoning district unless otherwise modified by a Developer Agreement.

TRACT A – LB: Local Business Limited to CB CU: Community Business Conditional Use
Beginning at an Existing Concrete Monument located at the Northwest Corner of "Tract 2" as shown in BM. 2013, PG.313 recorded among the Wake County Register of Deeds. Thence South 87°44'35" East a distance of 659.37 feet to a point; thence South 02°14'16" West a distance of 373.83 feet to a point; thence South 18°31'33" East a distance of 331.56 feet to a point along the centerline of creek; thence South 50°12'53" West a distance of 15.20 feet to a point; thence South 52°44'34" West a distance of 41.72 feet to a point; thence South 24°51'08" West a distance of 11.95 feet to a point; thence South 60°23'33" West a distance of 24.69 feet to a point; thence North 40°39'32" West a distance of 14.36 feet to a point; thence North 34°58'59" East a distance of 13.67 feet to a point; thence North 83°25'27" West a distance of 18.50 feet to a point; thence North 48°24'32" West a distance of 58.84 feet to a point; thence North 71°17'44" West a distance of 17.51 feet to a point; thence South 61°27'00" West a distance of 23.23 feet to a point; thence South 40°15'20" West a distance of 11.99 feet to a point; thence North 69°22'16" West a distance of 14.53 feet to a point; thence South 50°20'24" West a distance of 21.81 feet to a point; thence North 64°29'08" West a distance of 10.07 feet to a point; thence North 31°02'13" West a distance of 10.67 feet to a point; thence North 01°55'12" East a distance of 14.92 feet to a point; thence North 82°09'49" West a distance of 30.17 feet to a point; thence South 33°31'57" West a distance of 21.05 feet to a point; thence South 41°50'56" West a distance of 28.77 feet to a point; thence South 34°33'30" West a distance of 17.50 feet to a point; thence North 85°47'03" West a distance of 24.11 feet to a point; thence South 79°49'18" West a distance of 25.38 feet to a point; thence South 44°00'11" West a distance of 15.88 feet to a point; thence North 82°28'05" West a distance of 21.38 feet to a point; thence North 54°57'20" West a distance of 5.87 feet to a point; thence South 79°59'16" West a distance of 11.39 feet to a point; thence South 78°24'16" West a distance of 17.23 feet to a point; thence North 32°17'36" West a distance of 15.67 feet to a point; thence North 00°15'28" East a distance of 9.29 feet to a point; thence North 47°50'03" West a distance of 5.59 feet to a point; thence South 31°01'48" West a distance of 8.18 feet to a point; thence South 78°10'20" West a distance of 36.29 feet to a point; thence North 75°58'19" West a distance of 13.54 feet to a point; thence North 64°05'13" West a distance of 23.59 feet to a point; thence South 57°43'31" West a distance of 28.73 feet to a point; thence South 88°43'13" West a distance of 28.05 feet to a point; thence North 61°24'41" West a distance of 10.17 feet to a point; thence North 40°15'09" West a distance of 14.21 feet to a point; thence North 22°42'15" West a distance of 13.48 feet to a point; thence North 47°42'21" West a distance of 23.45 feet to a point; thence

North 67°20'50" West a distance of 9.68 feet to a point; thence North 04°07'23" West a distance of 12.04 feet to a point; thence North 79°07'41" East a distance of 5.47 feet to a point; thence South 79°41'11" East a distance of 10.74 feet to a point; thence South 50°58'56" East a distance of 12.86 feet to a point; thence North 74°11'31" East a distance of 18.18 feet to a point; thence North 11°54'30" West a distance of 15.35 feet to a point; thence North 04°08'11" West a distance of 7.06 feet to a point; thence North 25°24'17" East a distance of 7.49 feet to a point; thence North 24°56'46" West a distance of 4.81 feet to a point; thence North 65°35'44" West a distance of 12.91 feet to a point; thence North 77°16'57" West a distance of 9.93 feet to a point; thence North 76°31'14" West a distance of 7.59 feet to a point; thence North 21°31'59" West a distance of 13.85 feet to a point; thence North 64°36'50" West a distance of 18.07 feet to a point; thence North 01°19'28" East a distance of 15.24 feet to a point; thence North 25°03'49" East a distance of 13.65 feet to a point; thence North 26°10'46" West a distance of 5.04 feet to a point; thence North 44°55'33" West a distance of 8.69 feet to a point; thence South 47°46'02" West a distance of 9.13 feet to a point; thence South 80°30'23" West a distance of 9.55 feet to a point; thence North 56°19'14" West a distance of 20.11 feet to a point; thence North 59°44'19" West a distance of 2.87 feet to a point; thence South 79°00'05" West a distance of 6.72 feet to a point; thence South 17°59'28" West a distance of 13.42 feet to a point; thence South 60°34'39" West a distance of 8.87 feet to a point; thence North 89°20'50" West a distance of 20.49 feet to a point; thence North 70°01'15" West a distance of 5.27 feet to a point; thence South 62°34'35" West a distance of 20.90 feet to a point; thence North 89°40'12" West a distance of 19.09 feet to a point; thence South 04°03'27" East a distance of 22.91 feet to a point; thence South 49°11'05" West a distance of 27.15 feet to a point; thence South 86°35'42" West a distance of 14.39 feet to a point; thence North 74°24'52" West a distance of 14.74 feet to a point; thence North 48°11'01" West a distance of 21.73 feet to a point along NC Hwy 55 Bypass; thence North 03°39'34" East a distance of 645.21 feet to the Point of Beginning. Having an area of 483,825 square feet, 11.11 acres

TRACT B - LB: Local Business Limited to R-MF-15 CU: High Density Multifamily Residential Conditional Use

Beginning at an Existing Concrete Monument located at the Northwest Corner of “Tract 2” as shown in BM. 2013, PG.313 recorded among the Wake County Register of Deeds. Thence South 11°13'38" West a distance of 232.68 feet to a point; thence South 11°16'12" West a distance of 88.65 feet to a point; thence South 11°07'29" West a distance of 48.02 feet to a point; thence South 17°58'03" West a distance of 176.23 feet to a point; thence South 11°05'28" West a distance of 6.07 feet to a point; thence North 88°36'57" West a distance of 189.00 feet to a point in the centerline of creek; thence South 71°55'55" West a distance of 4.56 feet to a point; thence North 87°14'27" West a distance of 24.92 feet to a point; thence South 68°26'52" West a distance of 29.33 feet to a point; thence South 60°40'32" West a distance of 32.78 feet to a point; thence South 46°30'42" West a distance of 21.40 feet to a point; thence South 01°51'53" West a distance of 23.35 feet to a point; thence South 65°29'53" West a distance of 29.39 feet to a point; thence South 46°11'58" West a distance of 13.45 feet to a point; thence South 20°42'00" West a distance of 31.56 feet to a point; thence South 31°24'27" West a distance of 16.96 feet to a point; thence South 41°30'39" West a distance of 33.53 feet to a point;thence South 78°26'14" West a distance of 17.44 feet to a point; thence North 63°00'38" West a distance of 30.70 feet to a point; thence North 58°26'59" West a distance of 18.73 feet to a point; thence North 80°49'51" West a distance of 25.03 feet to a point; thence North 64°44'49" West a distance of 22.24 feet to a point; thence South 71°28'36" West a distance of 20.34 feet to a point; thence South 50°12'53" West a distance of 0.17 feet to a point; thence North 18°31'33" West a distance of 331.56 feet to a point; thence North 02°14'16" East a distance of 373.83 feet to a point; thence South 87°44'35" East a distance of 665.69 feet to an Iron Pipe; thence South 87°44'35" East a distance of 46.66 feet to a the Point of Beginning. Having an area of 387,980 square feet, 8.91 acres

Part 2:

REPEAL OF CONFLICTING ORDINANCES

All ordinances or parts of the Unified Development Ordinance of the Town of Holly Springs conflicting or inconsistent with the provisions of this rezoning ordinance are hereby repealed.

Part 3:
SEVERABILITY
If any section, part of a section, paragraph, sentence, clause, phrase, or word of this Ordinance is for any reason held or declared to be unconstitutional, inoperative or void, such holdings shall not affect the remaining portion of this Ordinance and it shall be construed to have been the legislative intent to pass the Ordinance without such unconstitutional, invalid or inoperative part therein, and the remainder of this Ordinance after the exclusion of such part or parts shall be deemed to be held valid as if such part or parts had not been included therein, or if this Ordinance or any of the provisions thereof shall be held inapplicable to any person, group of persons, property, kind of property, circumstances, or set of circumstances, such holdings shall not affect the applicability thereof to any other person, property or circumstances.

Part 4:
INCLUSION IN UDO
It is the intention of the Town Council entered as hereby ordained, that the provisions of this Ordinance shall become and be made part of the Unified Development Ordinance of the Town of Holly Springs, North Carolina; that the Section(s) of this Ordinance may be renumbered or relettered to accomplish such intention, and that the word “Ordinance” may be changed to “Section, or “Article” or other word.

Part 5:
EFFECTIVE DATE
The provisions of this ordinance shall become effective April 6, 2021 in accordance with the laws of the State of North Carolina.

Adopted this, the 6th day of April, 2021.

Town of Holly Springs by **ATTEST**:

Dick Sears, Mayor

Linda McKinney, Town Clerk

DEVELOPMENT PLAN PETITION

Major Subdivision, Development Plan

DPM Appendix #A.04 Supplement 20 October 2023

PETITION CONTACT INFORMATION *(Attach additional sheets if needed)* Applicant and Financially Responsible Party will need to register for an account on the Portal.	
Project Applicant Check One: ☐ Owner ☐ Owner's Agent ☑ Design Professional ☐ Developer ☐ Other	
Name: Adam Pike, PE	Company: McAdams
Mailing Address: 621 Hillsborough Street, Suite 500	
City, State, Zip: Raleigh, NC 27603	
Telephone: 919-361-5000	E-Mail: pike@mcadamsco.com
Design Professional	
Name: Adam Pike, PE	Company: McAdams
Mailing Address: 621 Hillsborough Street, Suite 500	
City, State, Zip: Raleigh, NC 27603	
Telephone: 919-361-5000	E-Mail: pike@mcadamsco.com
Developer	
Name: Frank Baird	Company: Capital & Associates
Mailing Address: 1501 Sunrise Avenue, Suite 100	
City, State, Zip: Raleigh, NC 27608	
Telephone: 919-233-9901	E-Mail: fbaird@capitalassociates.com
Architect	
Name:	Company: 310 Architecture + Interiors
Mailing Address: 302 Jefferson Street, Suite 250	
City, State, Zip: Raleigh, NC 27605	
Telephone: 919-426-6345	E-Mail:
Landscape Architect	
Name: Sara Donohoe	Company: McAdams
Mailing Address: 621 Hillsborough Street, Suite 500	
City, State, Zip: Raleigh, NC 27603	
Telephone: 919-361-5000	E-Mail: donohoe@mcadamsco.com
Financially Responsible Party (REQUIRED)	
Name: Frank Baird	Company: Capital & Associates
Mailing Address: 1501 Sunrise Avenue, Suite 100	
City, State, Zip: Raleigh, NC 27608	
Telephone: 919-233-9901	E-Mail: fbaird@capitalassociates.com
Property Owner (REQUIRED)	
Name: Mark Edmondson	Company: Wake County Attorney's Office
Mailing Address: PO Box 550	
City, State, Zip: Raleigh, NC 27602	
Telephone: 919-856-6176	E-Mail: Mark.Edmondson@wakegov.com

DEVELOPMENT PLAN PETITION

Major Subdivision, Development Plan

DPM Appendix #A.04 Supplement 20 October 2023

PROJECT INFORMATION	
Project Name	1317 N Main Commercial Tract 1
PUD/Master Plan or Subdivision	Sportsmanship
Shopping Center or Lot #	N/A
Project Location *Use street address. If none, use closest intersection*	1317 N Main Street
	☑ Within Corporate Limits ☐ Within Holly Springs ETJ ☐ Pending Annexation
PIN(s)	0649894163
Real Estate ID	0414978 (portion of)
Project Acreage	10.81 Partial Parcel? ☑ Yes ☐ No
Current Zoning	CB-CU
Proposed Use	Professional Office, Retail
Open Space	☐ Dedication ☐ Fee-in-lieu ☐ Combination ☐ N/A
Waivers Requested	☐ No ☐ Yes: Specify UDO Section Number(s):
Special Study Scoping Meeting Dates	
Sketch Plan Review (pre-submittal) Meeting Date:	5/27/2021
Water Resource Management Program (WRMP)	WRMP Priority Level ☐ 1 ☐ 2 ☐ 3 Allocation Request Required

CERTIFICATE OF COMPLETION
I certify that all information presented in this petition is accurate to the best of my knowledge and belief. Signature of Applicant: Date: 3/7/2025

DEVELOPMENT PLAN & MAJOR SUBDIVISION FINDINGS OF FACT A petition for Development Plan or Major Subdivision may only be approved upon the presentation of the following:
1. The land uses and development intensity of the proposed project will not have significant adverse impacts on adjacent properties and are consistent with the character of the Zoning District and the land uses authorized therein:
2. The proposed project provides for the preservation, improvement, and/or enhancement of open spaces and provides sufficient land dedicated for public park space or an equivalent fee-in-lieu:
3. The proposed layout of streets, lots, utilities, water metering, and public improvements, and their relation to the topography of the land, reflect a design which can be economically served by the Town with public services and facilitates the use and future development of adjacent properties:
4. The proposed building or site design enhances the public realm, maximize natural surveillance and visibility, facilitates pedestrian access and circulation, and reinforces the Town's character:
5. The design of the project furthers the goals and policies of the Comprehensive Plan:

April 15, 2025

Ting Commercial Major Amendment Development Plan Findings of Fact

The land uses and development intensity of the proposed project will not have significant adverse impacts on adjacent properties and are consistent with the character of the Zoning District and the land uses authorized therein:

RESPONSE

- The subject property is zoned Community Business Conditional Use, which allows for a wide variety of uses, including the proposed use, professional office.
- Additionally, the approved zoning conditions assure there are no adverse impacts to adjacent properties. The proposed perimeter buffer to Easton Acres will be undisturbed, which means existing plant material will remain and shall be supplemented to achieve a C-150 planting standard.
- The major amendment also drops down the height of the building from 4-story to 3-story, which was appreciated by the neighbors in attendance at the neighborhood meeting.
- Greenway connections are also proposed to nearby Ting Park, which will allow safe pedestrian connections to this wonderful community amenity.

The proposed project provides for the preservation, improvement, and/or enhancement of open spaces and provides sufficient land dedicated for public park space or an equivalent fee-in-lieu:

RESPONSE

- The subject site is located adjacent to Ting Park, so no public park dedication was required. However, the project will be installing greenway to Ting Park as well as a rapidly flashing beacon crosswalk across Sportsmanship Way, allowing for safe pedestrian access to the wonderful open space that is the nearby town park.
- Additionally, as part of the original rezoning approval, the overall project (combined with the affordable housing development), is also required to pay a parks & recreation fee in-lieu payment to the Town.

The proposed layout of streets, lots, utilities, water metering, and public improvements, and their relation to the topography of the land, reflect a design which can be economically served by the Town with public services and facilities the use and future development of adjacent properties:

RESPONSE

- The proposed project layout will ensure that streets, lots, utilities and public improvements are served by town services in an economical way. The proposed development will extend public utilities to the site. The developer agrees to design and construct the mitigation improvements set forth in the sewer study. Additionally, the developer will be constructing a vital stream crossing across town owned property adjacent to Sportsmanship Way, allowing access to the property, all on the developer's dime.

The proposed building or site design enhances the public realm, maximize natural surveillance and visibility, facilitates pedestrian access and circulation, and reinforces the Town's character:

RESPONSE

- As noted elsewhere, the project will be saving existing trees in the perimeter buffer adjacent to Easton Acres, as well as the buffer along the Highway 55 bypass. Additionally, there is an existing environmental protection area along Sportsmanship Way. All these contribute to maximizing a natural surveillance surrounding the property on all sides.
- The extension and construction of the planned greenway as well as the crosswalk across Sportsmanship Way, work well to facilitate pedestrian access and circulation, as well as sidewalks throughout the development.

The design of the project furthers the goals and policies of the Comprehensive Plan:

RESPONSE

- This project is designed to utilize the acreage to the greatest extent possible whilst being a good neighbor, exactly what the Comprehensive Plan designation of Mixed-Use Center envisions. The entrance road into the site will feature sidewalk, as well as street trees, elsewhere the greenway along NC 55 bypass will be extended, ensuring pedestrian access will be enhanced – another key goal of the Comprehensive Plan. More importantly, the overall development, will provide a mix of uses that will improve and enhance the community - professional office and affordable housing – the first mix of this kind in Holly Springs!

NEIGHBORHOOD MEETING REPORT

A Neighborhood Meeting is required to occur prior to your submittal. The requirements for this meeting can be found in section 11.5 of the Unified Development Ordinance (UDO). The Neighborhood Meeting shall take place no more than 12 weeks prior to the application date and can be held virtually. A copy of the Neighborhood Meeting Notice must be sent to DSIntake@hollyspringsnc.gov prior to mailing for review and approval along with a copy of the mailing list.

Notification of Owners:

1. The Petitioner (or agent) shall prepare a Neighborhood Meeting Notification to be sent via first class mail to the owner(s) of the land specified on the petition within a 500' radius of the subject property. Mailing notices shall include surrounding property owners and property owner's association (or equivalent), and the Town of Holly Springs (Attn: Development Services). Where the tax records reflect a mailing address for an owner of property to be different than the address of the property owned, notification shall also be mailed to all addresses of the property itself, including apartment or suite addresses.
2. The notice shall include the date, time and location of the Neighborhood Meeting, the name of the Petitioner and the location of the proposed request (address, tax property, identification number or metes and bounds description), and an explanation of the nature of the request.
3. The notice shall be mailed not less than ten (10) days nor more than twenty-five (25) days before the date of the Neighborhood Meeting.

NEIGHBORHOOD MEETING INFORMATION	
Meeting Date:	04 14 2025
Meeting Time:	5:30 - 6:30 p.m.
Meeting Location:	Virtual - Zoom platform

CONDUCT OF MEETINGS *(Attach additional sheets if needed)*

At the Neighborhood Meeting, the Petitioner shall explain the proposal and petition, answer any questions, respond to concerns neighbors have about the petition and proposed resolutions to these concerns. Town Staff will not attend the Neighborhood Meeting.

Summary of Issues:

See attached

Changes made to the Petition as a result of the meeting:

N/A

Additional attachments required:

- A listing of those persons and organizations that were sent notification about the Neighborhood Meeting.
- A copy of the signed attendance list that includes the names and addresses of those in attendance.
- A copy of the mailed notice.

Preparer's Signature: Laura Hall Date: 4/14/25

April 2, 2025

RE: Neighborhood Meeting – Ting Commercial Plan Amendment

Dear Property Owner,

On behalf of the owner of the property located at 1317 N. Main Street (Parcels 0649891181 and 0649898125), you are invited to attend a neighborhood information meeting concerning the development of said property. The developer, Capital Associates, has submitted a site plan amendment, which proposes a change to the previously approved development plan associated with the commercial portion of the project only. This neighborhood meeting is the next step in the process of developing these parcels. The meeting will be held virtually via Zoom; details are as follows:

April 14, 2025
5:30-6:30PM
Zoom: https://mcadamsco.zoom.us/j/85645238568?pwd=3zchnMRdF5juMfgAJI2aoobDHOkLSe.1
Meeting ID: 856 4523 8568
Passcode: 805165

Join by mobile
+13017158592,,85645238568#,,,,*805165# US (Washington DC)
+13052241968,,85645238568#,,,,*805165# US

Per Town of Holly Springs ordinance requirements, we are notifying you of this meeting because your property is located within the written notification area for public hearings. While this meeting is not a public hearing, it is an opportunity for you to meet with the applicant to hear about their intention to develop the land and understand what changes are being proposed to the previously approved plans. You are encouraged to ask questions and express concerns so that we may help you to more fully understand the proposed project changes.

Town Planning staff will not be in attendance at this meeting. Property owners within the notification area will receive a separate notice from Town Planning staff when a public hearing is scheduled before the Holly Springs Town Council.

If you have any questions about this neighborhood information meeting, or if you are unable to attend and would like to speak with someone regarding the proposal, please feel free to contact me at 919-610-7377 or holloman@mcadamsco.com. We look forward to seeing you at the meeting.

Sincerely,

MCADAMS

Laura Holloman, AICP
Director, Development Entitlements

Ting Commercial Development Plan Neighborhood Meeting Report

April 14, 2025

The applicant provided a reminder of the project and approved rezoning and development plan but explained that the Development Plan Major Amendment was to the commercial portion of the property only. The applicant then explained the differences between the approved development plan and proposed development plan and opened up the meeting to any questions.

1) Will access off of Sportsmanship Way be paved?
   Response: Yes, will be paved, built with curb and gutter and sidewalk as well.

2) Will the access onto Sportsmanship Way and N. Main Street be full movement?
   Response: Yes, both access points will be unrestricted, full-movement access points.

3) What is the project timeframe?
   Response: If this major amendment were to be approved, we hope to have Construction Drawings approved by the end of this year, and construction to begin in Spring of 2026. Project will take approximately a year to complete so looking at a mid-2027 opening of the office building.

4) Is Holly Springs asking for hospitality and entertainment development on this side of the street?
   Response: The Town has visions of master planning this area and that could include visions of entertainment and hospitality. However, the reality is this site is currently zoned for the proposed use of office. In the future, someone could choose to remove the proposed above ground SCM for a hotel use or something else. However, this would be very expensive and would also require structured parking.

5) Is it true that the Town does not like affordable housing?
   Response: No matter the current thought of the Town, there is an approved DHIC affordable housing project here. The commercial portion needs the affordable housing project to be able to move forward and vice versa, from a development cost sharing perspective as well as to balance earthworks.

   The applicant thanks all the attendees (2) for their contributions and closed the meeting.

Ting Commercial Development Plan Amendment Neighborhood Meeting Attendees	
Neighbor	Address
Claudia Cofield	5636 Easton Street
Bill Rousseau	6236 Lake Terrace Drive

1317 N MAIN COMMERCIAL TRACT TRACT 1 - LOT 1 & LOT 2

1317 N MAIN STREET

HOLLY SPRINGS, NORTH CAROLINA, 27540

DEVELOPMENT PLAN AMENDMENT

ToHS PROJECT NUMBER: 21-DP-06-A02 / PLDP202500067

MASTER PLAN NUMBER: 21-MAS-03-A01 / PLDMP202300156

PROJECT NUMBER: CAP-22003

DATE: JUNE 16, 2023

REVISED: JULY 21, 2023

REVISED: AUGUST 18, 2023

REVISED: SEPTEMBER 11, 2023

REVISED: MARCH 07, 2025

REVISED: APRIL 24, 2025

REVISED: MAY 22, 2025 (2)

SITE DATA:

SITE ADDRESS:	1317 N MAIN STREET HOLLY SPRINGS, NORTH CAROLINA 27540
OWNER:	WAKE COUNTY PO BOX 550 RALEIGH, NC 27602
DEVELOPER:	CAPITAL ASSOCIATES 1501 SUNRISE AVENUE, SUITE 100 RALEIGH, NC 27608
PIN (& DEEDED ACREAGE):	0649894163 (19.89 AC.)
REAL ESTATE ID:	0414978
PROJECT AREA (TRACT 1 AREA):	470,884 SF (10.81 AC.)
ZONING:	COMMUNITY BUSINESS - CONDITIONAL USE
EXISTING USE:	VACANT
PROPOSED USE:	LOT 1 / BLDG. A : OFFICE LOT 2: PARKING
RIVER BASIN:	CAPE FEAR RIVER BASIN
WATERSHED:	SHEARON HARRIS RESERVIOR
AREA IN FLOODWAY/FLOODPLAIN:	NONE
FEMA FIRM MAP	3720064900J PANEL 0649 DATED MAY 2, 2006
MIN BUILDING HEIGHT	25 FT
MAX BUILDING HEIGHT	75 FT
IMPERVIOUS SUMMARY:	EXISTING IMPERVIOUS: 0 AC. PROPOSED IMPERVIOUS: 4.62 AC. (201,072 SF)
VEHICULAR PARKING SUMMARY:	REQUIRED PARKING MEDICAL OFFICE MIN: (4 SPACES / 1,000 SF) X 75,871 SF = 304 SPACES MAX:(6 SPACES / 1,000 SF) X 75,871 SF = 456 SPACES PROVIDED PARKING WITH THE APPROVED DEVELOPMENT PLAN (21-DP-06): 407 PARKING SPACES APPROVED TOTAL PROVIDED: 372 SPACES (91%) *NO WAIVER REQUIRED*
ACCESSIBLE PARKING SUMMARY:	REQUIRED ACCESSIBLE PARKING: 8 SPACES (2% OF TOTAL) PROVIDED ACCESSIBLE PARKING: 9 SPACES (3 VAN ACCESSIBLE)
BICYCLE PARKING SUMMARY:	REQUIRED BICYCLE PARKING OFFICE: 1 RACK (12 SPACES) PROVIDED BICYCLE PARKING OFFICE: 1 RACK (12 SPACES)
PROPOSED LOT SUMMARY:	LOT 1: LOT SIZE: 9.01 AC. MINIMUM LOT WIDTH: 150 LF MINIMUM LOT DEPTH: 50 LF LOT 2: LOT SIZE: 1.59 AC. MINIMUM LOT WIDTH: 74 LF. MINIMUM LOT DEPTH: 360 LF
OPEN SPACE SUMMARY:	REQUIRED OPEN SPACE: 0.500% X 470,884 SF = 2,355 SF PROVIDED OPEN SPACE: 2,443 SF (0.518%) (2)

SEWER FLOW CALCULATIONS

1. TOTAL PROPOSED SEWER FLOW IS 13,125 GPD.

   75,000 SF OFFICE W/ 525 EMPLOYEES/DAY @ 25 GPD/EMPL = 13,125 GPD

2. ALL FLOWS ARE ESTIMATES AND ARE SUBJECT TO CHANGE AS PLANS ARE AMENDED AND DEVELOPED.

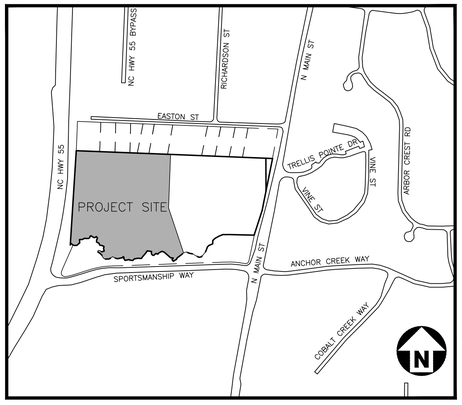
3. METHODOLOGY DERIVED FROM NCDEQ 2T RULES AND TOWN OF HOLLY SPRINGS PUBLIC UTILITIES HANDBOOK.FLOWS MEET OR EXCEED 2T RULE

PREVIOUS APPROVALS:

REZONING 20-REZ-03
DEVELOPMENT PLAN 21-DP-06
MASTER PLAN 21-MAS-03

MONUMENT CONTROL POINT

NCGS MONUMENT
"HOLLY SPRINGS"
N : 692052.70
E : 2049732.38
Z : 448.93



VICINITY MAP

1" = 500'

ZONING CONDITIONS (20-REZ-03):

1) THE FOLLOWING USES SHALL BE PROHIBITED USES WITHIN THE CB ZONING DISTRICT: AUTOMOTIVE SALES & SERVICE: AUTOMOBILE PARTS SALES (NEW); QUICK OIL CHANGE FACILITY; CAR WASH (AUTOMATIC OR SELF); GASOLINE SERVICE STATION WITHOUT REPAIR; MOTOR CYCLE/SCOOTER SALES; AUTOMOTIVE SALES & SERVICE: AUTOMOTIVE REPAIR - MINOR; GASOLINE SERVICE STATION WITH MINOR REPAIR (NOT TO EXCEED TWO (2) ACCESSORY INDOOR SERVICE BAYS); KENNELS (WITH OUTDOOR RUNS); FOOD SALES AND SERVICE: RESTAURANT - DRIVE THROUGH, STAND ALONE; PUBLIC FACILITIES: NEIGHBORHOOD RECYCLING COLLECTION POINT; COMMUNICATIONS/UTILITIES: ELECTRICITY RELAY STATION; RETAIL: SATELLITE DISH SALES AND SERVICE (OUTDOOR DISPLAY).

2) THE CB ZONING DISTRICT SHALL CONTAIN A CLASS A COMMERCIAL OFFICE BUILDING WITH A MINIMUM SQUARE FOOTAGE OF 70,000 SQUARE FEET WITH A MINIMUM BUILDING HEIGHT OF 2 STORIES.

3) THE FOLLOWING USES SHALL BE PERMITTED USES WITHIN THE R-MF-15 ZONING DISTRICT: RESIDENTIAL: MULTIFAMILY DWELLINGS. THE ALLOWED RESIDENTIAL USES MUST MEET THE REQUIREMENTS OF SECTION 42 OF THE INTERNAL REVENUE CODE OR A SUBSTANTIALLY EQUIVALENT FORM OF AFFORDABLE RENTAL HOUSING. 100% OF THE DWELLING UNITS DEVELOPED ON THE PROPERTY MUST MEET THIS REQUIREMENT. ACCORDINGLY, RENTS SHALL BE SET AT A PRICE THAT ON AVERAGE IS AFFORDABLE TO A HOUSEHOLD WITH AN ANNUAL INCOME THAT IS NO GREATER THAN 60% OF THE AREA MEDIAN INCOME FOR THE RESPECTIVELY-SIZED HOUSEHOLD IN THE RALEIGH, NC MSA, AS DETERMINED BY THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

4) THE CB AND R-MF-15 PARCELS WILL HAVE BOTH VEHICULAR AND PEDESTRIAN CONNECTIVITY SO THAT THE TWO ZONING PARCELS THAT MAKE UP THIS REQUEST WILL BE INTERCONNECTED AND FUNCTION AS A HORIZONTAL MIXED USE DEVELOPMENT. EACH PARCEL SHALL RECORD AN EASEMENT IN A FORM APPROVABLE BY THE TOWN ALLOWING CROSS ACCESS.

5) THE CB ZONED PARCEL SHALL PROVIDE A PRIMARY ENTRANCE DRIVEWAY/STREET FROM SPORTSMANSHIP WAY. TO CREATE A WALKABLE STREET SCAPE ALONG THIS PRIMARY DRIVEWAY/STREET, A MINIMUM AND MAXIMUM BUILDING SETBACK WILL BE ESTABLISHED BY THE PROJECT MASTER PLAN. TO ESTABLISH THE INTENT OF COMMERCIAL BUILDING PLACEMENT, NO MORE THAN ONE BAY OF OFF-STREET PARKING SPACES SHALL BE CONSTRUCTED BETWEEN THE BUILDING AND PRIMARY DRIVEWAY/STREET.

6) OFF-STREET PARKING WITHIN THE CB ZONING DISTRICT SHALL UTILIZE SHARED PARKING. THIS SHARED PARKING SHALL BE MEMORIALIZED WITHIN A SHARED PARKING AGREEMENT. THE PROPERTY OWNERS INVOLVED IN THE JOINT USE OF OFF-STREET PARKING AREAS SHALL SUBMIT A LEGAL AGREEMENT APPROVED BY THE TOWN ATTORNEY AS TO FORM AND CONTENT GUARANTEEING THAT SAID REQUIRED OFF-STREET PARKING SHALL BE MAINTAINED SO LONG AS THE USE REQUIRING OFF-STREET PARKING IS IN EXISTENCE OR UNLESS THE REQUIRED OFF-STREET PARKING IS PROVIDED ELSEWHERE IN ACCORDANCE WITH THE PROVISIONS OF THIS SECTION. SUCH INSTRUMENT, WHEN APPROVED AS CONFORMING TO THE PROVISIONS OF THIS SECTION, SHALL BE RECORDED BY THE PROPERTY OWNER WITH THE WAKE COUNTY REGISTER OF DEEDS AND A COPY THEREOF FILED WITH THE DEPARTMENT OF DEVELOPMENT SERVICES.

7) THE DEVELOPMENT SHALL CONSTRUCT AND INSTALL A PEDESTRIAN CROSSWALK FEATURING A RAPID BEACON SIGNALS ACROSS SPORTSMANSHIP WAY, SUCH LOCATION SHALL BE DETERMINED AT THE TIME OF MASTER PLAN SUBMITTAL.

8) DEVELOPED OPEN SPACE AREAS WITHIN THE PROPOSED DEVELOPMENTS SHALL FEATURE AT LEAST ONE OF THE FOLLOWING: HARDSCAPE AREAS; OUTDOOR SEATING AREAS; PUBLIC ART; PLAYGROUND AND PERGOLAS/GAZEBOS.

9) A MINIMUM OF ONE OF THE FOLLOWING TYPES OF GREEN STORMWATER INFRASTRUCTURE SHALL BE USED IN CONNECTION WITH ANY DEVELOPMENT ON THE SUBJECT PROPERTY: PERMEABLE PAVEMENT PARKING SPACES OR PERVIOUS PAVERS IN PEDESTRIAN AREAS; OR RAINWATER HARVESTING (CISTERNS); OR BIO-SWALES. RECLAIMED WATER FOR COMMERCIAL IRRIGATION PURPOSES WHENEVER FEASIBLE SHALL BE UTILIZED.

10) EMPHASIS SHALL BE PLACED ON PLACEMAKING WITHIN THE DEVELOPMENT. TO ENSURE THIS OCCURS, THE

FOLLOWING LANDSCAPING PRACTICES SHALL BE UTILIZED:

a. THE USE OF VERTICAL LANDSCAPING OR PUBLIC ART SHALL BE UTILIZED ADJACENT TO A MINIMUM OF TWO (2) COMMERCIAL OUTDOOR SEATING OR GATHERING AREAS;

b. TO THE GREATEST EXTENT POSSIBLE, STREET TREES SHALL BE INSTALLED IN ACCORDANCE WITH THE TOWN OF HOLLY SPRINGS UDO REQUIREMENTS ALONG THE PRIMARY ENTRANCE DRIVEWAY/STREET FROM SPORTSMANSHIP WAY.

c. WITHIN THE CB ZONING DISTRICT, THE USE OF PLANTERS SHALL BE POSITIONED AS TO ENERGIZE AND IDENTIFY PEDESTRIAN ENTRANCES, SUCH ENTRANCES SHALL BE FLANKED BY AT LEAST ONE PLANTER. PLANTERS SHALL HAVE A MINIMUM HEIGHT 24" AND A MINIMUM WIDTH OF 18".

11) THE TOWN REQUIRES CERTAIN FEES TO BE PAID UPON DEVELOPMENT OF LAND AND FOR THE GRANTING OF A BUILDING PERMIT. SAID FEES ARE LISTED IN THE TOWN'S ANNUAL BUDGET, AND WITH THIS REZONING THE DEVELOPER AGREES HE/SHE (I) IS FAMILIAR WITH THESE FEES, (II) DOES NOT DISPUTE THE REASONABLENESS OF THESE FEES AS SET FORTH IN THE TOWN'S ANNUAL BUDGET; AND (III) NOTWITHSTANDING ANY REIMBURSEMENTS DISCUSSED AT THIS TIME THROUGH AN INFRASTRUCTURE REIMBURSEMENT AGREEMENT, HE/SHE AGREES TO TIMELY PAY ALL NORMAL AND CUSTOMARY FEES APPLICABLE TO DEVELOPER IN CONNECTION WITH NON-RESIDENTIAL AND RESIDENTIAL PROJECTS. SUCH FEES ARE LISTED IN THE CURRENT YEAR ANNUAL BUDGET OF FEES AT THE TIME THE FEE IS DUE UNDER THE ORDINARY COURSE OF DEVELOPMENT. ***THIS CONDITION SHALL APPLY TO THIS ZONING DISTRICT UNLESS OTHERWISE MODIFIED BY A DEVELOPER AGREEMENT.***

12) THE TOWN REQUIRES, PURSUANT TO N.C.G.S. § 160A-372, THE DEDICATION AND CONSTRUCTION OF STREETS AND RIGHTS OF WAY, AS SHOWN IN THE APPROVED COMPREHENSIVE TRANSPORTATION PLAN AND THE APPROVED TRANSPORTATION IMPACT ANALYSIS, TO CREATE CONDITIONS ESSENTIAL TO PUBLIC HEALTH, SAFETY, AND THE GENERAL WELFARE. A REZONING MAY BE DELAYED UNTIL SUCH TIME AS NECESSARY TRANSPORTATION IMPROVEMENTS (TO INCLUDE OFFSITE IMPROVEMENTS) MAY BE MADE, UNLESS THE TOWN AND THE DEVELOPER CAN ENTER INTO AGREEMENTS TO ACCELERATE THE TIME FOR COMPLETION OF THESE NEEDED IMPROVEMENTS. ***THIS CONDITION SHALL APPLY TO THIS ZONING DISTRICT UNLESS OTHERWISE MODIFIED BY A DEVELOPER AGREEMENT.***

13) THE PROPOSED DEVELOPMENT ASSOCIATED WITH THIS REZONING WILL BE SERVED BY PUBLIC SEWER. THE DEVELOPER ACKNOWLEDGES THAT THERE ARE SIGNIFICANT DOWNSTREAM GRAVITY SEWER AND PUMP STATION IMPROVEMENTS THAT ARE NEEDED TO ACCOMMODATE THE DEMAND FROM THIS PROJECT. THE DEVELOPER HAS SUBMITTED A SEWER AND PUMP STATION EVALUATION REPORT TO MEET THE TOWN OF HOLLY SPRINGS STANDARDS. THE DEVELOPER IS RESPONSIBLE TO CONTINUE COORDINATION WITH THE TOWN TO DETERMINE THE COST SHARING PARTNERSHIP THAT WILL FACILITATE THE NECESSARY SEWER INFRASTRUCTURE IMPROVEMENTS PROPORTIONATE TO THE PROJECT'S IMPACT. ***THIS CONDITION SHALL APPLY TO THIS ZONING DISTRICT UNLESS OTHERWISE MODIFIED BY A DEVELOPER AGREEMENT.***

14) TRANSPORTATION IMPROVEMENTS: THE DEVELOPER SHALL CONTRIBUTE, DESIGN, CONSTRUCT OR PERMIT THE FOLLOWING PUBLIC INFRASTRUCTURE RELATING TO TRANSPORTATION:

a) PAY FEE-IN-LIEU OR CONSTRUCT NORTHBOUND RIGHT TURN LANE AT N. MAIN STREET / OLD SMITHFIELD ROAD / SUNSET LAKE ROAD AS REQUIRED BY THE NCDOT.

b) CONTRIBUTE A FEE-IN-LIEU FOR DESIGN AND CONSTRUCTION OF FUTURE TRAFFIC SIGNALIZATION AT THE INTERSECTION OF N. MAIN STREET / KATHA DRIVE / ARBOR CREEK DRIVE PROPORTIONATE TO PROJECT IMPACT.

ZONING RELATED TERMS (FROM DEVELOPER AGREEMENT):

1) DESIGN AND CONSTRUCT HALF OF THE RECOMMENDED 86-FOOT, 4-LANE MEDIAN THOROUGHFARE WITH BIKE LANES ON N. MAIN STREET FROM THE NORTHERN PROPERTY LINE OF THE PROPERTY TO SPORTSMANSHIP WAY

2) DESIGN AND CONSTRUCT A NORTHBOUND LEFT TURN LANE (APPROXIMATELY 100 FEET IN LENGTH) ON N. MAIN STREET AT THE ACCESS POINT ON MAIN STREET NORTH OF SPORTSMANSHIP WAY, OPPOSITE TRELLIS POINTE DRIVE.

3) DEVELOPER WILL PROVIDE A FEE-IN-LIEU ("FIL") PAYMENT IN THE AMOUNTS SET FORTH BELOW FOR ITS PROPORTIONATE SHARE OF THE FOLLOWING PROJECTS AS REQUIRED BY THE TOWN, AND SUCH PAYMENT SHALL BE MADE UPON THE APPROVAL OF CIVIL CONSTRUCTION DRAWINGS:

4) FIL OF DESIGN AND CONSTRUCTION OF NORTHBOUND RIGHT TURN LANE ON N. MAIN STREET AT OLD SMITHFIELD ROAD / SUNSET LAKE ROAD, IN AN AMOUNT TO BE DETERMINED PRIOR TO MASTER PLAN APPROVAL, AS CALCULATED BY AN OPINION OF PROBABLY COST BY A LICENSED PROFESSIONAL ENGINEER THE SELECTION OF WHICH IS MUTUALLY AGREEABLE BY THE PARTIES

5) FIL OF DESIGN AND CONSTRUCTION OF FUTURE TRAFFIC SIGNAL ON N. MAIN STREET AT KATHA DRIVE / ARBOR CREEK DRIVE IN THE AMOUNT OF $12,995

6) FIL OF HALF A 20-FOOT MEDIAN FROM THE TERMINUS OF THE EXISTING MEDIAN ON N. MAIN STREET [TRELLIS POINTE DRIVE] TO THE NORTHERN PROPERTY LINE OF THE PROPERTY, IN THE AMOUNT OF $10,325.

7) THE DEVELOPMENT SHALL CONSTRUCT AND INSTALL A PEDESTRIAN CROSSWALK FEATURING A RAPID BEACON SIGNALS ACROSS SPORTSMANSHIP WAY, SUCH LOCATION SHALL BE DETERMINED AT THE TIME OF MASTER PLAN SUBMITTAL.

8) CONSTRUCTION OF APPROXIMATELY 510 LINEAR FEET OF PEDESTRIAN SIDEWALK ALONG THE EASTERN BORDER OF THE PROPERTY ADJACENT TO AND RUNNING PARALLEL WITH MAIN STREET. IN THE EVENT THE PEDESTRIAN SIDEWALK SHALL CROSS ONTO PROPERTY OWNED BY THE TOWN THE TOWN WILL PROVIDE THE NECESSARY EASEMENTS TO CONSTRUCT THE PEDESTRIAN SIDEWALK ON ITS PROPERTY

9) CONSTRUCTION OF APPROXIMATELY 500 LINEAR FEET OF A PEDESTRIAN GREENWAY BEGINNING AT THE END OF THE EXISTING GREENWAY PATH JUST TO THE NORTH OF SPORTSMANSHIP WAY AND CONTINUING NORTH ALONG THE WESTERN BOUNDARY OF THE PROPERTY ENDING AT THE UNDERPASS BENEATH NORTH CAROLINA HIGHWAY 55. IN THE EVENT THE PEDESTRIAN GREENWAY SHALL CROSS ONTO PROPERTY OWNED BY THE TOWN THE TOWN WILL PROVIDE THE NECESSARY EASEMENTS TO CONSTRUCT THE PEDESTRIAN GREENWAY ON ITS PROPERTY

10) DEVELOPERS SHALL DEDICATE 20 FEET WIDTH OF RIGHT OF WAY TO THE TOWN FOR A FIL OF UPGRADES TO NC 55 ALONG THE WESTERN-MOST EDGE OF THE PROPERTY.

11) DEVELOPER SHALL DEDICATE 10+/- FEET WIDTH OF RIGHT OF WAY TO THE TOWN ON N. MAIN STREET FROM THE NORTHERN PROPERTY LINE OF THE PROPERTY TO SPORTSMANSHIP WAY (INCLUDED IN SUBPARAGRAPH 5(A) ABOVE.

12) DEVELOPERS SHALL BE ALLOWED TO CONSTRUCT A ROADWAY ACROSS THE LAND CURRENTLY OWNED BY THE TOWN ADJACENT SPORTSMANSHIP WAY IN ORDER TO PROVIDE VEHICULAR AND PEDESTRIAN ACCESS TO THE COMMERCIAL PROPERTY. SUCH ROADWAY SHALL BE A PUBLIC STREET FOR THE LENGTH OF THE EXISTING TOWN PROPERTY.

13) EACH DEVELOPER SHALL RECORD RECIPROCAL CROSS-ACCESS EASEMENTS FOR ALL INTERNAL DRIVE ACCESS AREAS, IN A FORM SUBJECT TO APPROVAL BY THE TOWN.

14) BUILDING HEIGHT: UNDER THE PROPOSED CB ZONING A MAXIMUM BUILDING HEIGHT OF FIFTY-FIVE (55) FEET IS STATED. THE OFFICE BUILDING IS ANTICIPATED ON BEING FOUR (4) STORIES WITH AN ANTICIPATED HEIGHT OF APPROXIMATELY SEVENTY-FIVE (75) FEET. DEVELOPERS ARE HEREBY APPROVED BY THE TOWN TO INCREASE THE BUILDING HEIGHT TO SEVENTY-FIVE (75) FEET FOR THE COMMERCIAL PORTION OF THE PROPERTY, SO LONG AS ANY SUCH BUILDING IS AT LEAST 50 FEET SET BACK FROM THE NORTHERN PROPERTY LINE ABUTTING EASTON ACRES RESIDENTIAL PROPERTIES. ADDITIONALLY, IN THIS NORTHERN BOUNDARY, THE DEVELOPER SHALL PROVIDE A 30 FOOT WIDE UNDISTURBED BUFFERYARD AND SUPPLEMENT THE UNDISTURBED BUFFERYARD WITH ADDITIONAL EVERGREEN TREE PLANTINGS TO ACHIEVE THE MINIMUM TYPE C-150 PLANT UNIT VALUE (AS DESCRIBED IN UDO § 7.01(K)). THE OWNER SHALL MAINTAIN THE BUFFERYARD IN PERPETUITY.

15) PARCEL SUBDIVISION: DEVELOPERS SHALL BE ALLOWED TO SUBDIVIDE THE PROPERTY AND RECORD ONE SUBDIVISION PLAT INTO THE TRACTS DESCRIBED HEREIN PRIOR TO THE COMPLETION OF ANY OFFSITE IMPROVEMENTS. DEVELOPERS SHALL COMPLETE ALL WORK DESCRIBED HEREIN PRIOR TO THE APPROVAL OF ANY SUBSEQUENT PLATS. FOLLOWING COMPLETION OF ANY OFFSITE IMPROVEMENTS ALONG WITH PAYMENT OF ANY FIL OBLIGATIONS FURTHER SUBDIVISION OF THE COMMERCIAL PARCEL SHALL BE PERMISSIBLE BY THE TOWN IF REQUESTED BY THE DEVELOPER AND CONSISTENT WITH THE APPROVED MASTER PLAN

16) PARKS AND RECREATION LAND DEDICATION. THE TOWN AS PART OF ITS UDO REQUIRES LAND DEDICATION FOR PARKS AND RECREATION PURPOSES, OR A FEE IN LIEU OF SUCH DEDICATION AT THE DISCRETION OF THE TOWN COUNCIL. THE TOWN AGREES TO ACCEPT A FEE IN LIEU OF LAND DEDICATION IN AN AMOUNT COMMENSURATE WITH THE VALUE OF THE LAND AT THE TIME OF SUBDIVISION. THE PARTIES CURRENTLY STIPULATE THAT THIS RESULTS IN A FEE IN LIEU AMOUNT AS CALCULATED OF $726,465, BASED ON THE MOST CURRENT APPRAISAL OBTAINED BY THE TOWN. AT ANY TIME PRIOR TO SUCH TIME AS THE DHIC DEVELOPER OBTAINS ITS FIRST CERTIFICATE OF OCCUPANCY, AS SUCH TIME THE FEE IS DUE, THE DEVELOPER MAY:

a. SUBMIT A MORE RECENT APPRAISAL, IF OBTAINED BY THE DEVELOPER AND OTHERWISE SATISFACTORY TO THE TOWN, AND RECALCULATE THE FEE ACCORDING TO THE NEW APPRAISAL.

b. PROVIDE ANY OFF-SITE PARKS AND RECREATION AMENITY FOR DEDICATION TO THE TOWN, IN THE SOLE DISCRETION OF THE TOWN, SUCH AS A DEDICATED GREENWAY ON THE WESTERN SIDE OF NC 55 BY-PASS, ON PROPERTY OWNED BY WAKE COUNTY.

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ALL CONSTRUCTION SHALL CONFORM TO TOWN OF HOLLY SPRINGS ENGINEERING DESIGN AND CONSTRUCTION STANDARDS

PLAN IS SUBJECT TO CHANGES DURING CONSTRUCTION DRAWING APPROVAL PROCESS

SEE SHEET C0.00 FOR ALL PROJECT, SITE, GRADING, STORM DRAINAGE AND UTILITY NOTES.

I CERTIFY THAT THESE PLANS WERE PREPARED AND THAT THIS PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE FOLLOWING PLANS, THE LATEST EDITION OF THE ENGINEERING DESIGN AND CONSTRUCTION STANDARDS OF THE TOWN OF HOLLY SPRINGS AND OTHER APPLICABLE TOWN ORDINANCES AND POLICIES. THE ENGINEER WHOSE SEAL AND SIGNATURE APPEAR BELOW CERTIFIES THAT THE TOWN OF HOLLY SPRINGS ENGINEERING DESIGN AND CONSTRUCTION STANDARDS HAVE BEEN THOROUGHLY REVIEWED FOR APPLICABILITY TO THIS PARTICULAR PROJECT. ANY PROPOSED EXCEPTIONS OR DEVIATIONS FROM THE STANDARDS ARE LISTED SPECIFICALLY ON SHEET _____ OF THESE DRAWINGS. FURTHERMORE, THESE PLANS WERE PREPARED IN CONFORMANCE WITH THE APPROVED PRELIMINARY PLAN FOR THIS PROJECT.

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

McADAMS

The John R. McAdams Company, Inc.
One Glenwood Avenue
Suite 201
Raleigh, NC 27603

phone 919. 823. 4300
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CONTACT

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CLIENT

CAPITAL ASSOCIATES (MCC)
1501 SUNRISE AVENUE, SUITE 100
RALEIGH, NORTH CAROLINA 27608
PHONE: 919.233.9901

CAPITAL ASSOCIATES

PROJECT DIRECTORY

DEVELOPER
CAPITAL ASSOCIATES 1501
SUNRISE AVE, SUITE 100
RALEIGH, NC, 27608
PHONE: 919. 233. 9901

ARCHITECT
HAGER SMITH
300 S. DAWSON STREET
RALEIGH, NC 27601
PHONE: 919. 821. 5547

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 036231 ADAM C. PIKE — NOT FOR CONSTRUCTION

REVISIONS

NO.	DATE	
1	04. 24. 2025	REVISED PER TOHS 1ST REVIEW COMMENTS
2	05. 22. 2025	REVISED PER TOHS 2ND REVIEW COMMENTS

DEVELOPMENT PLAN AMENDMENT FOR:

1317 N MAIN COMMERCIAL TRACT
TRACT 1 - LOT 1 AND LOT 2
1317 NORTH MAIN STREET
HOLLY SPRINGS, NC, 27540
PROJECT NUMBER: CAP-22003

M:\Projects\CAP\CAP22003\04-Production\Engineering\Current Drawing\Development Plan Amendment\20201102R6-CS1.dwg, 5/23/2025 11:47:45 AM, Adam Pike

DocuSign Envelope ID: F513D2C8-E523-4980-80CE-7A7EB8698BFA

PREPARED BY/RETURN TO: JOHN SCHIFANO, ROD BOX 105

STATE OF NORTH CAROLINA
COUNTY OF WAKE

DEVELOPMENT AGREEMENT REGARDING INFRASTRUCTURE CONSTRUCTION AND FEE REIMBURSEMENT
(N.C. GEN. STAT. § 160A-420.20 et seq.)

BY AND BETWEEN

THE TOWN OF HOLLY SPRINGS

and

CAPITAL ASSOCIATES MANAGEMENT LLC
& DHIC, INC

THIS AGREEMENT, made and entered into this _____ day of APRIL 2021, by and between the **TOWN OF HOLLY SPRINGS**, a North Carolina Municipal corporation, hereafter referred to as the "Town" and **CAPITAL ASSOCIATES MANAGEMENT, LLC, a North Carolina Limited Liability Company**, and **DHIC, Inc a North Carolina Corporation** and their successors and assigns, hereafter referred to collectively as the "Developers." The Town and the Developers are collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, the Developers are the fee simple owner or contract purchasers of two tracts of land held in common for development, the total of which are approximately 19 acres in size with a current mailing address of 1317 N. Main Street, Holly Springs, NC which is more specifically detailed on Exhibit A, attached hereto and incorporated herein by reference (the "Property"), and the Developers, or their successors or assigns, will be requesting approval of a development plan for these tracts for a mixed use commercial development, in a manner consistent with the sketch plans prepared by the Developer attached hereto as Exhibit B and the terms of this agreement; and,

WHEREAS, the Property is currently located within the corporate limits of the Town and is currently served by the Town potable water and sewer service.

WHEREAS, the Developers desire careful integration between public and private capital facilities planning, financing and construction, and further desires sufficient assurances that development

standards, ordinances, policies and procedures remain stable throughout the extended period of development; and,

WHEREAS, it is beneficial to both the Town and Developers to construct certain on-site and off-site Infrastructure improvements relative to the Project to enable the safe and responsible treatment of wastewater by the Town and to provide potable drinking water to the ultimate users of the Property, as well as other infrastructure; and,

WHEREAS, the Town requires, pursuant to N.C.G.S. § 160A-372 and its Unified Development Ordinance ("UDO"), the dedication and construction of streets and rights of way and other Infrastructure and for the distribution of population and traffic in such a manner that it will avoid congestion and overcrowding and will provide conditions essential to public health, safety, and the general welfare; which may be accomplished through private drives and cross access easements across the property and,

WHEREAS, the Town has enacted a subdivision control ordinance, pursuant to N.C.G.S. §160A-372 which provides for the orderly control of growth and development in the Town in general and on the Developer's parcel; and,

WHEREAS, the Town is authorized pursuant to N.C.G.S § 160A-311 et. seq. to operate and does in fact operate a water and sewer treatment enterprise and requires, pursuant to N.C.G.S. § 160A-317, the connection to the system by owners of developed lands located within the Town, for a cost set forth in the Town's annual budget or as amended hereto; and,

WHEREAS, the Developers is authorized to enter into this contract pursuant to N.C.G.S. §§ 160A-16, 160A-420.20 et seq. and may contract with the Developers to carry out the public purposes set forth herein pursuant to N.C.G.S. §160A-20. A public hearing on this Agreement was held on _____; and after consideration of the facts brought forth during the hearing, together with the promises and inducements contained herein, Wake County Council of Holly Springs has determined that it is in the best interests of its citizens to enter into this Agreement; and,

WHEREAS, the Town requires certain fees to be paid upon development of land and for the granting of a building permit, said fees being listed in the Town's annual budget and as listed as Exhibit D ,and the Developer, in consideration of the foregoing benefits enjoyed by this Agreement hereby agrees that it (i) is familiar with these fees as currently listed on the Town's website pursuant to its annual adopted budget ordinance, (ii) does not dispute the reasonableness of these fees as currently listed, and (iii) notwithstanding any reimbursements discussed below or any fees reduced or waived via an economic development agreement between the Town and the Developer, hereby agrees to timely pay all normal and customary fees to the extent applicable to the Developer in connection with its development of the Residential Project at such time as the applicable fee becomes due to the Town in the ordinary course of development unless otherwise provided for herein; and,

WHEREAS, the Town considers the Project favorable to the Town because of the retention of and expansion of local employment in the Town, the significant amount of non-residential (commercial, office, and retail) uses, and the addition of affordable housing to the community which is a condition placed upon the land by the previous owner, Wake County, and is consistent with the Town's strategic planning initiative. Further, the Developers have agreed to incorporate several needed public infrastructure

improvements ("Public improvements," as described below) in the vicinity of the Property which will serve the Development, other adjoining properties, and generally benefit the town as a whole; and,

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein the Town and the Developer agree as follows:

ARTICLE I

1. **Definitions**: The terms below shall have the following meanings as used herein:

a. Actual Costs: The amount of true costs actually incurred for construction of a certain project described herein upon final completion and approved by the Town, inclusive of the cost of acquiring easements or rights of way from those not party to this agreement, but exclusive of any administrative costs (i.e., profit and overhead) of the Developers, or any project construction contingency. Any such costs which herein after are agreed to be reimbursed or otherwise paid by the Town shall be audited by the Town under generally accepted accounting principles. Due governments for a period of three (3) years after the last act under this Agreement. The Developers' right of reimbursement for Actual Costs pursuant to the Town's annual budget or as amended hereto. The Developers agree that the Town has advance written consent to the expected cost of an applicable transaction before the cost is incurred, provided, that such consent shall not be unreasonably withheld or delayed by the Town.

b. Affordable Housing: 124 residential units built and professionally managed by the DHIC Developer where rents are set at a price that on average is affordable to a household with an annual income that is no greater than 60% of the Area Median Income for the respectively-sized household in the Raleigh, NC MSA, as determined by the United States Department of Housing and Urban Development

c. Development: Generally defined as the planning for or carrying out of a building activity, the making of a material change in the use or appearance of any structure or property, or the dividing of land into two or more parcels. "Development," as designated in a law or development permit, includes the planning for and all other activity customarily associated with it unless otherwise specified. When appropriate to the context, "Development" refers to the planning for or the act of developing or to the result of development. Specifically, in this Agreement, the term "Development" refers to the construction by the Developers of all building activities associated with the Concept Plans.

d. Development Permit: A building permit, zoning permit, subdivision approval, special exception or conditional use permit, variance, or any other official action of the Town having the effect of permitting the development of land.

e. Land Development Regulations: Ordinances and regulations enacted by the Town for the regulation of any aspect of development and includes zoning, subdivision, or any other land development ordinances, including but not limited the Town of Holly Springs Unified Development Ordinance ("UDO").

f. Laws: All ordinances, resolutions, regulations, comprehensive plans, land development regulations, policies, and rules adopted by the Town affecting the development of property, and includes laws governing permitted uses of the property, density, design, and improvements.

g. Master Plan: The plan described in Section 3.01 of the Town's Development Procedures Manual.

h. NCDOT: the North Carolina Department of Transportation.

i. Offsite Infrastructure: The public sanitary sewer gravity line, all potable waterlines, and other Town-owned equipment or facilities not located on the Property.

j. Person: An individual, corporation, business or land trust, estate, trust, partnership, association, two or more persons having a joint or common interest, State agency, or any legal entity.

k. Concept Plans: The plans described in Section 1.01 of the Town's Development Procedures Manual. Concept Plans in this Agreement refers to the sketch plans for the Development previously submitted by Developers to the Town and attached hereto as Exhibit B.

l. Public Infrastructure: The public sanitary sewer gravity line, all potable waterlines, and other Town-owned equipment or facilities, and road improvements or fees in lieu required by the Town or NCDOT, either located on the Property, in an easement, or not located on the property for the Public's good.

m. Public Benefit: The construction and dedication of the Public Infrastructure by the Developer, the retention and addition of local jobs, an increase in commercial and retail uses as well as Affordable Housing which furthers the Town's strategic planning efforts, and in the case of the commercial portion of the Property, the additional financial revenue of the Town brought to the incremental ad valorem tax value of the Property.

n. Property: All real property shown or described in Exhibit A, which is subject to land-use regulation of the Town and includes any improvements, fixtures, or structures customarily regarded as a part of real property.

o. Project: The Developers' plan to develop the Property in the manner described in Concept Plans, and as approved by the Town Council of Holly Springs through its normal development process. Specifically this Project consists of Affordable Housing units together with a corporate headquarters for MyComputerCarrer, Inc.

ARTICLE II
DESCRIPTION OF DEVELOPMENT AGREEMENT

1. SCOPE: The legal description of the Property subject to this agreement and the names of its legal and equitable property owners are contained in Exhibit A.

2. TERM: The duration of the agreement is for ten (10) years. The parties are not precluded from entering into subsequent development agreements that may extend the original duration period. Condition precedent to this Agreement are: (1) that the Town approves the petition for rezoning, and the Master Plan; (2) that Wake County transfers ownership of the property that is the subject of the Property to the respective grantees; and (3) that Developers acquire the Property within ninety (90) days of approval of the Master Plan or the Site Plan, and (4) Developers have received construction loan financing needed to acquire the property, whichever is sooner.

3. DEVELOPMENT PERMITTED USES: The development uses permitted on the Property are shown on the Concept Plans. The proposed uses are as follows, and are subject to the Zoning Conditions as listed in Exhibit C . In summary, the Property shall be zoned separately as follows: The western 10 acre (approximately) site shall be zoned CB and the eastern 10 acre tract shall be zoned RMF-15.

a. The Project generally and initially shall consist of the Development of two (2) tracts:

(i) Tract 1 is an approximate 10 acre tract on the western half of the parcel currently owned by Wake County, and shall be comprised of one or more office buildings to serve as corporate headquarters for MyComputer Career, Inc. (which the parties contemplate shall be employing at least 525 full time equivalent jobs however this is not a condition of this Agreement), retail facilities, a parking lots, and a performing arts theatre.

(ii) Tract 2 shall be comprised of 124 residential rental dwelling units in buildings of 3 to 3 1/2 stories, including a playground, community building, and outside picnic areas, owned and actively managed by DHIC (or an affiliate of DHIC) as Affordable Housing units.

b. The Town hereby agrees that the land use described herein and shown on Exhibit B is in the interests of the Town, is consistent with the land use plan, and approves, subject to statutory requirements, to rezone the Property in conformance with this Agreement.

c. The Developers voluntarily offers certain zoning conditions ("Zoning Conditions") as a part of this Agreement and any subsequent rezoning requests for the Property. These Zoning Conditions shall apply to the Property, and are listed in Exhibit C.

4. SEWER IMPROVEMENTS: The Town and Developers have evaluated whether the existing gravity and force-main lines, together with the existing Twelve Oaks Pump Station ("Existing Sewer Infrastructure") have the capacity to support the proposed developments on the Property or if improvements need to be made to the Existing Sewer Infrastructure. The parties have determined that the Existing Sewer Infrastructure is adequate to support the proposed developments and therefore no improvements are considered to be necessary. The Developers shall budget ordinance for water and sewer System Development Ordinance and otherwise shown on Exhibit D required for this Project and the early payment of such fees by the Developers, the Town agrees to undertake the construction upgrades

required to the Existing Sewer Infrastructure which the Town agrees to complete prior to September 1, 2022. Notwithstanding, in no event shall a delay associated with the completion of the construction upgrades to the Existing Sewer Infrastructure be cause for a delay in Developers' receipt of a Certificate of Occupancy.

a. Developers shall pay the sum of all System Development Fees ("SDF") for water and sewer at such time as the Developer(s) receives construction drawing approval subsequent to all fees being paid and a pre-construction meeting is held with the Town. The DHIC Developer shall be allowed a modified approach regarding the installation of metered water connections as follows: For residential units, the DHIC Developer shall be allowed a single metered connection for each building (as opposed to individual metered connection for each unit) and pay the SDF accordingly. For purpose of clarity the following table describes the difference:

		Residential (Normal)			
	Units	type	Cost	Total	Notes
SDF - Water	124	3/4" <3000 SF	$ 3,741.00	$ 463,884.00	per unit 3/4" charge
SDF - Sewer	124	3/4" <3000 SF	$ 4,054.00	$ 502,696.00	per unit 3/4" charge
SDF - Water	1	1 1/2" 3000-20,000 SF	$ 6,890.00	$ 6,890.00	Club house
SDF - Sewer	1	1 1/2" 3000-20,000 SF	$ 7,467.00	$ 7,467.00	Club house
			Total SDF	$ 980,937.00	

Residential (Modified approach for Affordable Housing)					
Units	Type	Cost	Total	Notes	
5	3" >20,000 SF	$ 12,010.00	$ 60,050.00		
5	3" >20,000 SF	$ 13,015.00	$ 65,075.00		
1	1 1/2" 3000-20,000 SF	$ 6,890.00	$ 6,890.00	Club house	
1	1 1/2" 3000-20,000 SF	$ 7,467.00	$ 7,467.00	Club house	
		Total SDF	$ 139,482.00		

Note: the above fees are the SDF fees for the 2021 budget year. These fees will be applicable to the Project if applied for and paid within 1 year of this agreement. The parties acknowledge that the fee is dependent on the type and number of meters used, construction drawing approval is required prior to application for water service, and that payment of the fees are required prior to final construction drawing approval.

5. TRANSPORTATION IMPROVEMENTS: The Developers shall design, permit and construct the following Public Infrastructure improvements relating to Transportation:

a. Design and construct half of the recommended 86-foot, 4-lane median Homegrown with bike lanes on N. Main Street from the northern property line of the Property to Sportsmanship Way.

b. Design and construct a northbound left turn lane (approximately 100 feet in length) on N. Main Street at the access point on Main Street north of Sportsmanship way, opposite Trellis Pointe Drive.

c. Developer will provide a Fee-in-Lieu ("FIL") payment in the amounts set forth below for its proportionate share of the following projects as required by the Town, and such payment shall be made upon the approval of civil construction drawings:

- FIL of design and construction of northbound right turn lane on N. Main Street at Old Smithfield Road / Sunset Lake Road, in an amount to be determined prior to Master Plan approval, as calculated by an opinion of probable cost by a licensed professional engineer the selection of which is mutually agreeable by the parties
- FIL of design and construction of future traffic signal to N. Main Street at Kattia Drive / Arbor Creek Drive in the amount of $12,995
- FIL of half a 20-foot median from the terminus of the existing median on N. Main Street (Trellis Pointe Drive) to the Northern property line of the property, in the amount of $10,325.

d. The development shall construct and install a pedestrian crosswalk featuring a rapid beacon signals across Sportsmanship Way, such location shall be determined at the time of master plan submittal.

f. Construction of Approximately 320 linear feet of pedestrian sidewalk along the eastern border of the Property adjacent to and running parallel with Main Street. In the event the pedestrian sidewalk shall cross onto property owned by the Town the Town will provide the necessary easements to construct the pedestrian sidewalk on its property

g. Construction of Approximately 500 linear feet of a pedestrian greenway beginning at the end of the existing greenway path to the north of Sportsmanship Way and continuing north along the western boundary of the Property ending at the underpass beneath North Carolina Highway 55. In the event the pedestrian greenway shall cross onto property owned by the Town the Town will provide the necessary easements to construct the pedestrian greenway on its property

g. Developers shall dedicate 20 feet width of right of way to the Town for a FIL of upgrades to NC 55 along the western-most edge of the Property.

g. Developer shall dedicate 30+/- feet width of right of way to the Town on N. Main Street from the northern property line of the property to Sportsmanship Way (included in subparagraph 5(a) above.

h. Developers shall be allowed to construct a roadway across the land currently owned by the Town adjacent Sportsmanship Way in order to provide vehicular and pedestrian

access to the Commercial Property. Such roadway shall be a public street for the length of the existing Town property. , ,,

j. Each Developer shall record reciprocal cross-access easements for all internal drive aisle access areas, in form subject to approval by the Town.

6. BUILDING HEIGHT: Under the proposed CB zoning a maximum building height of fifty-five (55) feet is stated. The Office building is anticipated on being four (4) stories with an anticipated height of approximately seventy-five (75) feet. Developers are hereby approved by the Town to increase the building height to seventy-five (75) feet for the commercial portion of the Property, so long as any such building is at least 50 feet set back from the northern property line abutting Easton Acres residential properties. Additionally, in this northern boundary, the Developer shall provide a 30-foot wide undisturbed bufferyard and supplement the undisturbed bufferyard with additional evergreen tree plantings to achieve the minimum type C-150 plant unit value (as described in UDO § 7.01(K)). The owner shall maintain the bufferyard in perpetuity.

7. PARCEL SUBDIVISION: Developers shall be allowed to subdivide the Property and record one subdivision plat into the Tracts described herein prior to the completion of any offsite Improvements. Developers shall complete all work described herein prior to the approval of any subsequent plats. Following completion of any offsite improvements, and the payment of any FIL obligations further subdivision of the commercial parcel shall be permissible by the Town if requested by the Developer and consistent with the approved Master Plan

8. REZONING/MASTER PLAN: The Parties agree that the Property shall be rezoned through the approval of a petition for rezoning prior to the commencement of Town sewer service to the Property. The Developers have submitted a petition for rezoning. The Town will schedule for approval the rezoning, Master Plan, and Site Plan petitions so that the Town Council hearings for these matters will occur within 120 days of the earlier of submittal by the Developers of the Master Plan or execution of this Agreement. The Property shall at all times be subject to the Zoning Conditions, as shown on Exhibit C and incorporated by reference.

9. REQUIRED PERMITS: A description of all development permits approved or needed:

a. Developers shall secure all construction drawing approval, erosion and sedimentation control, grading approval, and building permits as necessary under the land development regulations in existence of the time of such permit application. Town shall aid Developers in securing all necessary permits from Wake County, the State of North Carolina, Department of Environmental Quality, or other state or federal agencies, as required for roads, sewer, and water. The failure of this Agreement to address a particular permit, condition, term, or restriction does not relieve the Developers of the necessity of complying with the law governing their permitting requirements, conditions, terms, or restrictions.

10. Parks and Recreation Land Dedication. The Town as part of its UDO requires land dedication for parks and recreation purposes, or a fee in lieu of such dedication at the discretion of the Town Council. The Town agrees to accept a fee in lieu of land dedication in an amount commensurate with the value of the land at the time of subdivision. The parties currently stipulate that this results in a fee in lieu amount as calculated of $726,465, based on the most current appraisal obtained by the Town. At any time prior to

such time as the DHIC Developer obtains its first certificate of occupancy, as such time the fee is due, the Developer may:

a. Submit a more recent appraisal, if obtained by the Developer and otherwise satisfactory to the Town, and recalculate the fee according to the new appraisal.

b. Provide any off-site parks and recreation amenity for dedication to the Town, in the sole discretion of the Town, such as a dedicated greenway on the western side of NC 55 by-pass, on property owned by Wake County.

11. TERMS REQUIRED FOR PUBLIC SAFETY: Description of any conditions, terms, restrictions, or other requirements determined to be necessary by the Town for the public health, safety, or welfare of its citizens.

a. All zoning conditions shall be satisfied.

12. HISTORIC STRUCTURES: None exist on the property.

a. None

13. DEVELOPMENT SCHEDULE

a. The Developers, in consideration of the covenants contained herein, shall be allowed the following expedited review considerations: (i) Developer shall be allowed a concurrent review of a master plan and a development plan; (ii) Developer shall be allowed a concurrent review of construction drawings (civil) and building permit review; (iii) Developer shall be allowed to submit the items in (i) for review to the Town staff prior to Town Council approval of a development or master plan, so long as a favorable recommendation has been achieved from the Town's Planning Board.

ARTICLE III
DEVELOPER'S DUTIES

1. For any offsite infrastructure constructed by the Developers, the Developers shall design, permit, and construct the infrastructure in accordance with the Town's rules and regulations (as shown on plans (to be submitted), according to engineering best practices, requirements of the Town, and requirements of the North Carolina Department of Environmental Quality (NCDEQ) and any other regulatory agency. For any land owned or controlled by the Developers, the Developers shall secure and dedicate to the Town all necessary easements for the construction and perpetual maintenance of the infrastructure referenced. For any land not owned by or controlled by the Developers, the Town shall convey such land owned by the Town to the Developers or secure all necessary easements on land owned by third parties for the construction and perpetual maintenance of the infrastructure referenced in a timely manner so as not to delay the completion of the Developers' Duties.

2. The Developers shall construct in a workmanlike manner the Onsite Public Infrastructure according to the design specifications and criteria of the Town which are existing at the time of this agreement, as well as full compliance with any NCDEQ requirements. Said infrastructure, together with any and all appurtenances, easements, and equipment associated with the project required for public dedication shall be dedicated to the Town in a manner consistent with the development plan and in a manner in accordance with the Town's standards.

3. The Developers shall construct the public infrastructure according to the plans and specifications submitted in a manner consistent with the standards of the Town which are in effect at the time of this Agreement.

4. The Developers (or their successors, and/or assigns) shall pay all development fees for the development at the time they would otherwise ordinarily be due (or as otherwise amended pursuant to 11(b) above) and in an amount that is determined by the fee schedule approved in the annual budget which is in effect at the time of this Agreement. Notwithstanding, in the event said fees are waived via an Economic Development Agreement this provision shall not be applicable.

ARTICLE V
GENERAL TERMS

1. All of the Developers' obligations under this Agreement, including but not limited to the obligations under Articles II and III of this Agreement, are contingent upon the Town's approval of the Developers' petition for rezoning, Master Plan and Site Plan for the Property and a Site Plan for all building Permits.

2. All reimbursements, if any, for this project shall be provided on the basis of final documented Actual Costs, as approved by the Director of Engineering, in accordance with this agreement. Any opinions of project cost included in this agreement are based upon preliminary designs and are approximate.

3. The Developers shall be responsible for the complete design and construction of each project, including all surveying, design, permitting, plat preparation and recordation, testing, engineering, bidding, construction, inspection, acceptance, easement maps and documents, construction management, construction administration, and all other necessary functions to ensure complete-in-place, fully functional projects built and operational in accordance with Town and State standards and approved plans for the project. The cost of these items shall be borne by the Developers and shall not be subject to reimbursement or participation by the Town, except as specifically described herein.

4. In the course of installing the sewer line or any other work on easements obtained by the Town and under the Town's ownership, the Developers shall operate under permission to encroach onto a Town easement and shall hold the Town harmless.

5. The Developers agrees to protect, defend, indemnify and hold the Town of Holly Springs and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind in character and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of actions of every kind and character in connection with or arising directly out of the entry onto and performance of work on the easements of the Town.

6. The Town agrees to protect, defend, indemnify and hold the Developers and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind in character and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of actions of every kind and character in connection with or arising directly out of the performance of work on the Public Infrastructure by the Developers or their agents, employees and contractors, or any third party. The Town further agrees to investigate, handle, provide defense for and respond to, any such Claims at its sole expense and agrees to bear all other costs and expenses related to such Claims, even if such Claims are groundless, false, or fraudulent but only to the extent the same are not expressly excluded as set forth herein.

7. All projects shall be subject to the Town's policies and procedures regarding Town acceptance and warranty on infrastructure.

8. It shall be the responsibility of the Developers to ensure that all regulatory approvals for each project are in place before beginning construction.

9. The Town Manager is authorized to make decisions in regard to approvals, including changes to this Agreement in order to complete the scope of work required, within his authority granted by the Town Council, except as otherwise stated herein or required by Town ordinance.

10. The Town shall secure all necessary easements for the Infrastructure projects that are the subject of this Agreement.

ARTICLE VI
OTHER

1. All projects shall be subject to the Town's policies and procedures regarding Town acceptance and warranty on Offsite Infrastructure. This Agreement shall not modify the warranty and acceptance procedures established by the Town through the Engineering Standards in place at the time of this agreement. It shall be the responsibility of the Developers to ensure that all regulatory approvals for each project are in place before beginning construction.

2. All notices, reports, and other communications given pursuant to this Agreement shall be in writing and shall either be mailed by first class mail, postage prepaid, certified or registered with return receipt requested, or delivered in person to the intended addressee. Notice sent by certified or registered mail shall be effective upon the date of delivery indicated on the return receipt. Notice given in any other manner shall be effective upon actual receipt by the addressee.

3. This development agreement does not provide for the application of subsequently enacted Laws, ordinances, development policies, practices, procedures or standards. The Laws, ordinances, development policies, practices, procedures and standards applicable to the development of the Project are those in force at the time of the execution of this Agreement, in the manner prescribed by Holly Springs Ordinance 14-164.

4. Notices under this agreement shall be to the following:

FOR THE TOWN:

FOR THE DEVELOPERS:

Randy J. Harrington
Town Manager
PO Box 8
Holly Springs, NC 27540
Reference:

Frank Baird
Capital Associates Management or its Assigns.
1501 Sunrise Ave, Suite 100
Raleigh, NC 27608

Natalie Britt
DHIC, Inc
Vice President, Real Estate Development
113 S Wilmington Street
Raleigh, NC 27601

5. This Agreement shall be governed by and construed in accordance with the law of the State of North Carolina. The Parties consent to the jurisdiction of Superior Court Division of the General Court of Justice located in Wake County, North Carolina in the event a dispute arises between them regarding the terms of this Agreement.

6. If any paragraph or part of this Agreement is found void or unenforceable, the remainder of this Agreement shall continue in full force and effect.

7. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, successors and assigns.

8. This Agreement contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed in writing.

9. Exhibit List: The following exhibits are hereby incorporated by reference:

EXHIBIT A: Map of the Property
EXHIBIT B: Concept Plan
EXHIBIT C: Zoning Conditions
EXHIBIT D: Development Fee Schedule

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

TOWN OF HOLLY SPRINGS

(Town Seal)

By: _____
Randy J. Harrington, Town Manager

ATTEST:

_____
Linda McKinney, Town Clerk
Kathy White, Deputy Town Clerk

This document is sufficient as to form.

_____
John P. Schifano, Town Attorney

This instrument has been pre-audited in the manner prescribed by the Local Government Finance Act.

_____
Antwan Morrison
Director of Finance

NORTH CAROLINA
WAKE COUNTY

I, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that she is the Town Clerk/Deputy Town Clerk of the Town of Holly Springs, and that the seal affixed to the foregoing instrument in writing is the corporate seal of said Town, and that said writing was signed and sealed by her in behalf of said corporation by its authority duly given and the said person acknowledged this writing to be he act a deed of said corporation.

WITNESS my hand and official stamp (or seal), this the _____ day of _____

_____
Notary Public

My Commission Expires:_____

CAPITAL ASSOCIATES MANAGEMENT, LLC

(Seal)

By: _____
Name: Frank P Baird
Title: CEO, Manager

I, a Notary Public, certify that Frank P Baird personally came before me this day and acknowledged that he is the CEO, Manager of Capital Associates Management, LLC, a North Carolina limited liability company, and that he, at such officers; being authorized to do so, executed the foregoing on behalf of the limited liability company.

WITNESS my hand and official stamp (or seal), this the 26th day of July, 2021

Melissa A. DeVita
Notary Public

Melissa A. DeVita, Notary Public
Typed/Printed Name

[Official Seal]

My Commission expires: November 5, 2025

DOWNTOWN HOUSING IMPROVEMENT CORPORATION aka DHIC, Inc

(Seal)

By: _____
Name: Natalie Britt
Title: VP

I, a Notary Public, certify that _____, personally came before me this day and acknowledged that she is the _____ of Downtown Housing Improvement Corporation aka DHIC, Inc, a _____ Corporation , and that she, as such officer, being authorized to do so, executed the foregoing on behalf of the limited liability company.

WITNESS my hand and official stamp (or seal), this the _____ day of _____, 2021

_____
Notary Public

_____, Notary Public
Typed/Printed Name

[Official Seal]

My Commission expires:_____

EXHIBIT A
Map of Property

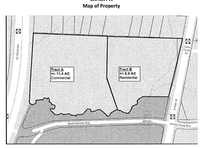

Exhibit B
Concept Plans

EXHIBIT C
Zoning Conditions

(Note: Laura to advise if language below is acceptable. Appears to come from our zoning application so it should be fine but need Laura / McAdams to double check)

1) The following uses shall be prohibited uses within the CB zoning district: Automotive Sales & Service: Automobile Parts Sales (new); Quick Oil Change Facility; Car Wash (automatic or self); Gasoline Service Station without repair; Motor Cycle/Scooter Sales; Automotive Sales & Service: Automotive Repair – Minor; Gasoline Service Station with minor repair (not to exceed two (2) accessory indoor service bays); Kennels (with outdoor runs); Food Sales and Service: Restaurant Drive Through, Stand Alone; Public Facilities: Neighborhood Recycling Collection Point; Communications/Utilities: Electricity Relay Station; Retail: Satellite Dish Sales and Service (outdoor display).

2) The CB zoning district shall contain a Class A commercial office building with a minimum square footage of 70,000 Square Feet with a minimum building height of 2 stories.

3) The following uses shall be permitted uses within the R-MF-15 zoning district: Residential

Multifamily dwellings. The allowed residential uses must meet the requirements of Section 42 of the Internal Revenue Code or a substantially equivalent form of affordable rental housing. 100% of the dwelling units developed on the property must meet this requirement. Accordingly, rents shall be set at a price that on average is affordable to a household with an annual income that is no greater than 60% of the Area Median Income for the respectively-sized household in the Raleigh, NC MSA, as determined by the United States Department of Housing and Urban Development

4) The CB and R-MF-15 parcels will have both vehicular and pedestrian connectivity so that the two zoning parcels that make up this request will be interconnected and function as a horizontal mixed use development. Each parcel shall record an easement in a form approvable by the Town allowing cross access.

5) The CB zoned parcel shall provide a primary entrance driveway/street from Sportsmanship Way. To create a walkable street scape along this primary driveway/street, a minimum and maximum building setback will be established by the project master plan. To establish the intent of commercial building placement, no more than one bay of off-street parking spaces shall be constructed between the building and primary driveway/street. This is more particularly illustrated below:

Note: The above illustration is conceptual in nature and meant to illustrate desired building placement only. Final design will be determined at the time of development plan(s) submittal.

6) Off-street parking within the CB zoning district shall utilize shared parking. This shared parking shall be memorialized within a shared parking agreement. The property owners involved in the joint use of off-street parking areas shall submit a proposed shared parking agreement in recordable form and content guaranteeing that said required off-street parking shall be maintained so long as the use requiring off-street parking is in existence or unless the required off-street parking is provided elsewhere in accordance with the provisions of this Section. Such instrument, when approved as conforming to the provisions of this section, shall be recorded by the property owner with the Wake County Register of Deeds and a copy thereof filed with the Department of Development Services.

7) The development shall construct and install a pedestrian crosswalk featuring a rapid beacon signals across Sportsmanship Way, such location shall be determined at the time of master plan submittal.

8) Developed open space areas within the proposed developments shall feature at least one of the following: hardscape areas; outdoor seating areas; public art; playground and pergolas/gazebos.

9) A minimum of one of the following types of Green Stormwater Infrastructure shall be used in connection with any development on the subject property: permeable pavement parking spaces or pervious pavers in pedestrian areas; or rainwater harvesting (cisterns); or bio-swales. Reclaimed water for commercial irrigation purposes whenever feasible shall be utilized.

10) Emphasis shall be placed on placemaking within the development. To ensure this occurs, the following landscaping practices shall be utilized:

a. The use of vertical landscaping or public art shall be utilized adjacent to a minimum of two (2) commercial outdoor seating or gathering areas;
b. To the greatest extent possible, street trees shall be installed in accordance with the Town of Holly Springs UDO requirements along the primary entrance driveway/street from Sportsmanship Way.
c. Within the CB zoning district, the use of planters shall be positioned as to energize and identify pedestrian entrances, such entrances shall be flanked by at least one planter. Planters shall have a minimum height 24" and a minimum width of 18".

DocuSign

Certificate Of Completion
Envelope Id: F513D2C8E5234980B0CE7A7EB8698BFA
Subject: Please DocuSign: Development Agreement for Ting North
Source Envelope:
Document Pages: 20
Certificate Pages: 6
AutoNav: Enabled
Envelopeid Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed
Signatures: 5
Initials: 1
Envelope Originator:
Deondria Moore
PO Box 8
Holly Springs, NC 27540
deondria.moore@hollyspringsnc.gov
IP Address: 204.94.166.2

Record Tracking
Status: Original
8/9/2021 12:00:16 PM
Holder: Deondria Moore
deondria.moore@hollyspringsnc.gov
Location: DocuSign

Signer Events
Natalie Britt
Natalie@dhic.org
Vice President
Pennington Grove II, LLC
Security Level: Email, Account Authentication (None)
Signature
Natalie Britt
Signature Adoption: Pre-selected Style
Using IP Address: 66.57.162.26
Timestamp
Sent: 8/9/2021 12:12:10 PM
Resent: 7/7/2021 8:37:53 AM
Resent: 7/14/2021 2:42:30 PM
Resent: 7/27/2021 3:56:45 PM
Viewed: 7/27/2021 3:56:56 PM
Signed: 7/27/2021 3:44:09 PM

Electronic Record and Signature Disclosure:
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ID: 1ed1ed0e-0e0e-4e0f-8f4f-329d73745452
Company Name: Town of Holly Springs

John Schifano
john.schifano@hollyspringsnc.us
Security Level: Email, Account Authentication (None)
Signature Adoption: Pre-selected Style
Using IP Address: 204.94.166.2
Sent: 7/27/2021 5:48:10 PM
Resent: 7/28/2021 11:17:41 PM
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Electronic Record and Signature Disclosure:
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ID: 8beeb1c9-6e9c-4739-b5f4-36f7d3f6b52c
Company Name: Caraford OBO Town of Holly Springs

Brent Quick
brent.quick@hollyspringsnc.gov
Security Level: Email, Account Authentication (None)
Signature Adoption: Pre-selected Style
Using IP Address: 98.3.104.200
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Company Name: Town of Holly Springs

Antwan Morrison
antwan.morrison@hollyspringsnc.gov
Finance Director
Security Level: Email, Account Authentication (None)
Signature Adoption: Pre-selected Style
Using IP Address: 204.94.166.2
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Signed: 8/5/2021 8:11:10 AM

Electronic Record and Signature Disclosure:

Signer Events
Natalie Britt
Natalie@dhic.org
Vice President
Pennington Grove II, LLC
Security Level: Email, Account Authentication (None)
Signature
Natalie Britt
Signature Adoption: Pre-selected Style
Using IP Address: 66.57.162.26
Timestamp
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Signed: 8/9/2021 4:55:31 PM

Randy Harrington
randy.harrington@hollyspringsnc.us
Randy Harrington, Town Manager
Security Level: Email, Account Authentication (None)
Signature Adoption: Pre-selected Style
Using IP Address: 204.94.166.2

Electronic Record and Signature Disclosure:
Accepted: 8/9/2021 4:55:18 PM
ID: 1e1e1e1e-1e1e-1e1e-1e1e-1e1e1e1e1e1e
Company Name: Town of Holly Springs

Linda McKinney
linda.mckinney@hollyspringsnc.us
Security Level: Email, Account Authentication (None)
Signature Adoption: Pre-selected Style
Using IP Address: 204.94.166.2
Sent: 8/9/2021 4:55:33 PM
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Signed: 8/9/2021 8:09:28 AM

Electronic Record and Signature Disclosure:
Accepted: 8/9/2021 8:09:08 AM
ID

GENERAL NOTES

1. ALL CONSTRUCTION SHALL CONFORM TO THE TOWN OF HOLLY SPRINGS ENGINEERING DESIGN AND CONSTRUCTION STANDARDS.
2. CONSTRUCTION DRAWING APPROVAL IS REQUIRED PRIOR TO BEGINNING CONSTRUCTION. DEVELOPMENT FEES (ACREAGE, FEE IN LIEU OF ASSESSMENT AND INSPECTION FEES AND OTHERS AS REQUIRED MAY BE APPLICABLE) ARE DUE BEFORE CONSTRUCTION DRAWING APPROVAL.
3. THE PLAN IS SUBJECT TO REVISIONS DURING CONSTRUCTION DRAWING APPROVAL.
4. ALL JURISDICTIONAL STREAMS AND WETLANDS DELINEATED AND LOCATED BY MCADAMS CO.
5. BOUNDARY INFORMATION TAKEN FROM A SURVEY BY MCADAMS CO.
6. TOPOGRAPHIC DATA TAKEN FROM A SURVEY BY MCADAMS CO.
7. ALL LOTS ADJACENT TO COMMON OPEN SPACE AND SIDE FACADES THAT FACE RIGHTS-OF-WAYS WILL BE REQUIRED TO MEET THE SIDE AND REAR DESIGN FEATURES TABLE (TABLE 2.09 C-5 IN THE TOWN OF HOLLY SPRINGS UNIFIED DEVELOPMENT ORDINANCE. THIS TABLE IS ON THE COVER SHEET).
8. ALL INTERNAL STREETS MUST BE LIGHTED PRIOR TO THE FIRST CERTIFICATE OF OCCUPANCY. ALL ADJACENT ROADS WILL BE LIGHTED PRIOR TO STREET ACCEPTANCE FOR 1 YEAR WARRANTY.
9. ZONE 1 OF THE CAPE FEAR BUFFER MUST BE LEFT COMPLETELY UNDISTURBED.
10. NO FILL MATERIAL IS TO BE BROUGHT INTO ZONE 1 OF THE CAPE FEAR BUFFER.
11. NO STRUCTURES ARE ALLOWED WITHIN ANY OF THE CAPE FEAR BUFFER AREAS.
12. ALL PARKING LOT IMPROVEMENTS SHOWN ARE PRIVATE.
13. ALL RETAINING WALLS ARE DESIGNED BY OTHERS.
14. LOCATIONS OF STREET TREES AND STREET LIGHTING WILL BE FIELD COORDINATED BY THE DEVELOPER TO ELIMINATE CONFLICTS.
15. ALL BOARDWALKS ARE REQUIRED TO BE DESIGNED AND SEALED BY A P.E. PER THE TOWN OF HOLLY SPRINGS CONSTRUCTION DESIGN STANDARDS AND SPECIFICATION (PRIOR TO CD APPROVAL) AND WILL REQUIRE A PERMIT FROM THE CODE ENFORCEMENT DEPARTMENT.
16. A PRE-CONSTRUCTION MEETING WITH THE TOWN CONSTRUCTION INSPECTOR AND ENVIRONMENTAL ENGINEER (TELEPHONE 919-557-3938) WILL BE REQUIRED BEFORE BEGINNING ANY CONSTRUCTION.
17. ROOT GUARD (DETAIL HS816) REQUIRED FOR ALL STREET TREES.

SITE NOTES

1. ALL LANDSCAPING HAS BEEN PROVIDED AS CONSISTENT WITH THE APPROVED DEVELOPMENT OPTIONS PLAN REQUIREMENTS. SEE THE LANDSCAPE PLAN FOR FURTHER INFORMATION.
2. NO SIGHT OBSTRUCTING OR PARTIALLY OBSTRUCTING WALL, FENCE, VEGETATION, BERM, SIGN, PARKED VEHICLE OR OTHER OBJECTS BETWEEN THE HEIGHTS OF TWO FEET AND EIGHT INCHES ABOVE THE CURB LINE ELEVATION (OR THE EDGE OF PAVEMENT IF NO CURB EXISTS) SHALL BE PLACED WITHIN SIGHT DISTANCE TRIANGLES.
3. WHERE A FEE IN LIEU IS REQUIRED, PAYMENT WILL BE MADE IN ACCORDANCE WITH THE TOWN OF HOLLY SPRINGS PARKS AND RECREATION LAND DEDICATION REQUIREMENTS.
4. ZONE CFB1 OF THE BUFFER MUST BE COMPLETELY UNDISTURBED, NO FILL MATERIAL IS TO BE BROUGHT INTO THE CFB1 BUFFERS, AND NO STRUCTURES ARE ALLOWED WITHIN THE BUFFER AREAS UNLESS SPECIFIC APPROVAL FOR IMPACTS IS OBTAINED FROM THE TOWN. GRADING AND OTHER LAND DISTURBING ACTIVITIES ARE ALLOWED IN CFB2, HOWEVER THESE ACTIVITIES MUST BE PERFORMED IN SUCH A MANNER AS TO PREVENT DAMAGE TO ROOTS OF REMAINING TREES, TO MAINTAIN THE FUNCTION OF THE BUFFER IN ACCORDANCE WITH STATE AND TOWN REGULATIONS.
5. ALL PARKING LOT STRIPING SHALL BE WHITE. ALL FIRE LANE STRIPING SHALL BE YELLOW.
6. ALL CURB AND GUTTER DIMENSIONS ON THESE PLANS ARE TO THE FACE OF CURB UNLESS NOTED OTHERWISE.
7. EXISTING IMPROVEMENTS DAMAGED DURING CONSTRUCTION SHALL BE REPLACED/RESTORED TO THEIR ORIGINAL CONDITION OR BETTER, AND TO THE SATISFACTION OF THE OWNER, BY THE CONTRACTOR RESPONSIBLE FOR THE DAMAGE.
8. THE CONTRACTOR SHALL NOTE THAT THE DRAWINGS MAY NOT SHOW EVERY OFFSET, TRANSITION, FITTING, ETC. THAT MAY BE REQUIRED. THE CONTRACTOR SHALL INSTALL SUCH STANDARD APPURTENANCES AS REQUIRED TO CLOSELY FOLLOW THE GRADES AND ALIGNMENTS DEPICTED ON THE PLANS.
9. CONTRACTOR SHALL NOTIFY "NC811" (811) AT LEAST 3 FULL BUSINESS DAYS PRIOR TO BEGINNING CONSTRUCTION OR EXCAVATION TO HAVE EXISTING UTILITIES LOCATED. CONTRACTOR SHALL CONTACT ANY LOCAL UTILITIES THAT PROVIDE THEIR OWN LOCATOR SERVICES INDEPENDENT OF "NC811". REPORT ANY DISCREPANCIES TO THE ENGINEER IMMEDIATELY.
10. CONTRACTOR IS RESPONSIBLE FOR COORDINATING CONSTRUCTION ACTIVITIES WITH THE APPROPRIATE UTILITY COMPANIES FOR ANY REQUIRED RELOCATIONS (I.E. POWER POLES, TELEPHONE PEDESTALS, WATER METERS, ETC.).
11. ALL DIMENSIONS AND GRADES SHOWN ON THE PLANS SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY THE ENGINEER IF ANY DISCREPANCIES EXIST PRIOR TO PROCEEDING WITH CONSTRUCTION, FOR NECESSARY PLAN OR GRADE CHANGES. NO EXTRA COMPENSATION SHALL BE PAID TO CONTRACTOR FOR ANY WORK DONE DUE TO DIMENSIONS OR GRADES SHOWN INCORRECTLY ON THESE PLANS IF SUCH NOTIFICATION HAS NOT BEEN GIVEN.
12. TYPICAL PAVEMENT SECTION DETAILS ARE SHOWN WITHIN THIS SET AND INTENDED TO BE A MINIMUM PAVEMENT SECTION REQUIREMENT. THE CURRENT GEOTECHNICAL REPORT SHALL OVER-RIDE ALL TYPICAL PAVEMENT SECTIONS SHOWN, IF THE GEOTECHNICAL ENGINEER DEEMS A HEAVIER SECTION IS REQUIRED.
13. EQUIPMENT AND PRODUCTS OTHER THAN THOSE SPECIFIED MAY BE USED PROVIDED APPROVAL HAS BEEN OBTAINED FROM THE OWNER IN WRITING PRIOR TO ORDERING OR INSTALLATION. THE CONTRACTOR SHALL WAIVE ANY CLAIM FOR ADDITIONAL COST RELATED TO SUBSTITUTION OF ALTERNATE EQUIPMENT.

TRIASSIC SOIL REGION NOTES

1. PRE-QUALIFIED GEO-TECHNICAL FIRM APPROVED BY THE TOWN MUST BE ON SITE FULL TIME WHILE THE UTILITIES AND ROADWAYS ARE BEING CONSTRUCTED.
2. DOCUMENTATION OF MOISTURE CONTENT, COMPACTION, DENSITY, GEOGRID DESIGN CRITERIA, ETC. MUST BE PROVIDED TO TOWN INSPECTOR.
3. ALL ROADWAYS WILL HAVE TO BE PROOF-ROLLED AT BOTH SUBGRADE AND STONE GRADE BY TOWN INSPECTOR AS WELL.
4. THE STANDARDS ROADWAY PAVEMENT SECTION WILL BE WOVEN GEO-FABRIC DESIGN CRITERIA HP 270 OR EQUAL ON ENTIRE ROAD (AND MUST BE APPROVED BY THE TOWN OF HOLLY SPRINGS), 7" ABC STONE, WITH ASPHALT COMPLETED IN STAGED CONSTRUCTION OF 2.5" I-19 ASPHALT AND 1.5" IN STAGE 1 AND 1.5" S9.5B FINAL OVERLAY. INITIAL ONE-YEAR WARRANTY WITH AN ADDITIONAL YEAR EXTENSION STARTING AFTER FINAL OVERLAY-SHALL BE REQUIRED FOR ROADWAYS. FOR THE EXTENDED WARRANTY PERIOD, IT WILL BE REQUIRED TO POST A BOND, LOC, OR CASH FOR 50% OF ACTUAL COST OF ROADWAY (STORM DRAINAGE, CURB & GUTTER, SIDEWALK AND PAVEMENT). THE PAVEMENT SECTION LIST ABOVE IS THE TOWN OF HOLLY SPRINGS MINIMUM STANDARDS FOR THE TRIASIC SOILS REGION. CONTRACTOR TO VERIFY PAVEMENT SECTIONS WITH THE GEOTECHNICAL REPORT. IF PAVEMENT SECTIONS IN THE GEOTECHNICAL REPORT DIFFER FROM THE TOWN OF HOLLY SPRINGS, CONTRACTOR TO USE THE GREATER SECTION OF THE TWO.
5. WHERE MANHOLES ARE LOCATED IN STREETS IT WILL BE REQUIRED TO HAVE SUITABLE OFF-SITE STRUCTURAL MATERIAL OR ABC STONE TO BACKFILL AROUND EXCAVATION OF MANHOLES UP TO SUBGRADE.
6. AN ADDITIONAL FOOT OF STONE WILL BE REQUIRED 10' EITHER SIDE OF MANHOLE FOR ENTIRE WIDTH OF ROADWAY.

RETAINING WALL NOTES

1. THE RETAINING WALL ALIGNMENT SHOWN ON THESE PLANS DEPICTS THE LOCATION OF THE FRONT FACE OF THE RETAINING WALL AT THE TOP OF THE WALL. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING RETAINING WALLS ARE NOT LOCATED IN ANY STREAM BUFFERS, AND THEIR CONSTRUCTION DOES NOT ENCROACH INTO ANY ADJACENT PROPERTIES DUE TO ANY BATTER INCORPORATED IN THE DESIGN OF THE WALLS.
2. RETAINING WALLS ARE TO BE DESIGN-BUILD PROJECTS BY THE CONTRACTOR. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN FINAL CONSTRUCTION DRAWINGS FROM A REGISTERED ENGINEER AND GAIN ALL REQUIRED PERMITS NECESSARY FOR THE CONSTRUCTION OF THE RETAINING WALLS.
3. RETAINING WALLS WILL REQUIRE CONSTRUCTION DRAWING APPROVAL AND A BUILDING PERMIT FROM THE CODE ENFORCEMENT DEPARTMENT (TOWN OF HOLLY SPRINGS) TO ENSURE NO UTILITIES CONFLICT WITH THE STRUCTURAL REINFORCEMENT OF THE WALLS (TIE BACK SYSTEMS ARE NOT ALLOWED TO ENCROACH INTO EASEMENTS AND/OR R/W'S).
4. AT ALL AREAS WHERE THE RETAINING WALLS ARE BEING CONSTRUCTED THE REINFORCING NEEDED FOR TIE-BACKS CANNOT BE LOCATED WITHIN 5 FEET OF PROPOSED UTILITY LINES.
5. RETAINING WALLS SHALL BE ASSUMED TO BE BACKFILLED WITH OFF-SITE BORROW MATERIAL OR PROCESSED FILL, UNLESS THE CONTRACTOR CAN PROVIDE TO THE OWNER WITH CONFIRMATION FROM THE GEOTECHNICAL ENGINEER AND THE RETAINING WALL DESIGNER, THAT READILY AVAILABLE ON-SITE SOILS CAN BE USED.
6. THE TOP AND BOTTOM OF WALL ELEVATIONS SHOWN ON THESE PLANS IDENTIFY FINISHED GRADE ELEVATIONS ONLY. THE EXTENT THAT THE RETAINING WALL WILL BE EXTENDED BELOW GRADE TO THE FOOTING OR ABOVE GRADE TO THE TOP OF THE CAP BLOCK COURSE SHALL BE IDENTIFIED ON THE RETAINING WALL CONSTRUCTION DRAWINGS.
7. ALL RETAINING WALLS OVER 30" HIGH SHALL HAVE A SAFETY RAIL OR FENCE (DESIGN BY OTHERS).
8. ANY PART OF ANY RETAINING WALL THAT EXTENDS INTO THE RIGHT-OF-WAY WILL REQUIRE AN ENCROACHMENT AGREEMENT. ENCROACHMENT AGREEMENTS FOR RETAINING WALLS SHALL BE APPROVED PRIOR TO CONSTRUCTION DRAWING APPROVAL.
9. ANY TIEBACK SYSTEMS FOR THE RETAINING WALLS SHALL NOT BE ALLOWED WITHIN PUBLIC RIGHT-OF-WAY OR UTILITY EASEMENTS.
10. STORMWATER RUN-OFF SHALL BE DIRECTED AWAY FROM RETAINING WALLS. ANY RUN-OFF FLOWING TO AND OVER A RETAINING WALL SHALL BE KEPT TO AN ABSOLUTE MINIMUM AND BROUGHT TO THE ATTENTION OF THE WALL DESIGNER PRIOR TO THEIR DESIGN.

GRADING NOTES

1. ALL CONSTRUCTION SHALL CONFORM TO THE TOWN OF HOLLY SPRINGS ENGINEERING DESIGN AND CONSTRUCTION STANDARDS.
2. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) STANDARDS FOR EXCAVATIONS; FINAL RULE 29CFR PART 1926, SUBPART "P" APPLIES TO ALL EXCAVATIONS EXCEEDING FIVE (5) FEET IN DEPTH. EXCAVATION EXCEEDING TWENTY (20) FEET IN DEPTH REQUIRES THE DESIGN OF A TRENCH SAFETY SYSTEM BY A REGISTERED PROFESSIONAL ENGINEER.
3. SOIL UNDER BUILDINGS AND PAVED AREAS SHALL BE APPROVED, PLACED AND COMPACTED AS RECOMMENDED BY THE GEOTECHNICAL ENGINEER.
4. GRADING IN AREAS DESIGNATED AS "ACCESSIBLE" SHALL COMPLY WITH ALL FEDERAL AND LOCAL ACCESSIBILITY RULES AND GUIDELINES. EVEN THOUGH PLANS MAY NOT SHOW ALL SPOT ELEVATIONS IN THESE REGIONS, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ASSURE THAT THE AREAS ARE GRADED TO AMERICAN DISABILITY ACT (ADA) COMPLIANT SPECIFICATIONS AND NC BUILDING CODE.
5. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO IDENTIFY AREAS WHERE SPILL CURB IS NECESSARY TO CONVEY RUNOFF TO THE NEAREST CATCH BASIN OR DROP INLET. THE OWNER AND/OR ENGINEER SHALL NOT BE HELD RESPONSIBLE FOR CURBING INSTALLED THAT DOES NOT DRAIN PROPERLY.
6. ALL PROPOSED INLETS, CATCH BASINS, AND DROP INLETS SHALL BE PROTECTED BY EROSION CONTROL MEASURES AS SHOWN AND SPECIFIED ON THE EROSION CONTROL PLAN. APPROVED EROSION CONTROL PLAN MUST REMAIN ON-SITE AT ALL TIMES DURING CONSTRUCTION.
7. THE CURB INLETS AND YARD INLETS SHALL BE CONSTRUCTED IN THE LOCATIONS SHOWN UNLESS OTHERWISE DIRECTED BY THE ENGINEER. THE CONTRACTOR IS RESPONSIBLE FOR REPORTING ANY DISCREPANCIES IN THE CATCH BASIN ELEVATIONS OR THE PROPOSED PIPE SLOPES TO THE ENGINEER. THE CONTRACTOR IS ALSO RESPONSIBLE TO REPORT ANY CONFLICTS BETWEEN ANY UTILITY, STORM DRAIN LINE, WATER LINE, SEWER LINE OR ANY OTHER PROPOSED OR EXISTING STRUCTURE TO THE ENGINEER.
8. THE CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE AWAY FROM ALL BUILDING FOUNDATIONS. THE CONTRACTOR SHALL FIELD VERIFY GRADES SURROUNDING ALL BUILDINGS PRIOR TO GRADING ACTIVITIES AND REPORT ANY DISCREPANCIES TO THE ENGINEER IMMEDIATELY.
9. IF DEPARTURES FROM THE SPECIFICATIONS OR DRAWINGS ARE DEEMED NECESSARY BY THE CONTRACTOR, DETAILS OF SUCH DEPARTURES AND REASONS THEREFORE SHALL BE SUBMITTED TO THE OWNER/ENGINEER FOR REVIEW. NO DEPARTURES FROM CONTRACT DOCUMENTS SHALL BE MADE WITHOUT THE WRITTEN PERMISSION OF THE OWNER/ENGINEER.
10. ALL REQUIRED PERMITS AND APPROVALS FROM AGENCIES GOVERNING THIS WORK SHALL BE SECURED PRIOR TO BEGINNING CONSTRUCTION.
11. EXISTING UTILITIES SHOWN ARE BASED ON FIELD SURVEYS AND THE BEST AVAILABLE RECORD DRAWINGS. THE CONTRACTOR SHALL VERIFY CONDITIONS PRIOR TO BEGINNING CONSTRUCTION. ANY DISCREPANCIES BETWEEN ACTUAL FIELD CONDITIONS AND THE PLANS SHALL BE REPORTED TO THE ENGINEER IMMEDIATELY.
12. ALL PROPOSED GRADING IS TO BE COMPLETED AT A SLOPE OF 3:1 OR FLATTER.

UTILITY NOTES

1. CONTRACTOR SHALL NOTIFY "NC811" (811) OR (1-800-632-4949) AT LEAST 3 FULL BUSINESS DAYS PRIOR TO BEGINNING CONSTRUCTION OR EXCAVATION TO HAVE EXISTING UTILITIES LOCATED. CONTRACTOR SHALL CONTACT ANY LOCAL UTILITIES THAT PROVIDE THEIR OWN LOCATOR SERVICES INDEPENDENT OF "NC811". REPORT ANY DISCREPANCIES TO THE ENGINEER IMMEDIATELY.
2. ALL WATER AND SEWER MAINS WITHIN PUBLIC EASEMENTS AND RIGHT-OF-WAYS TO BE OWNED, OPERATED AND MAINTAINED BY THE TOWN OF HOLLY SPRINGS.
3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE TOWN OF HOLLY SPRINGS STANDARDS AND SPECIFICATIONS.
4. ALL EXISTING UNDERGROUND UTILITIES ARE APPROXIMATELY LOCATED. ACTUAL LOCATION AND DEPTH SHALL BE CONFIRMED IN THE FIELD PRIOR TO CONSTRUCTION BY THE CONTRACTOR.
5. BEFORE STARTING ANY CONSTRUCTION OF IMPROVEMENTS WITHIN ANY TOWN OR N.C.D.O.T. STREET OR HIGHWAY RIGHT-OF-WAY THE FOLLOWING PROCEDURES SHOULD BE UNDERTAKEN; TOWN RIGHT-OF-WAY: CONTACT LOCAL AUTHORITIES' ENGINEERING DEPT. FOR INFORMATION ON DETOURS, OPEN CUTTING OF STREETS OR FOR ANY CONSTRUCTION WITHIN RIGHT-OF-WAY. N.C.D.O.T. RIGHT-OF-WAY: CONTACT PROJECT ENGINEERS AND OBTAIN ALL PERMITS AND ENCROACHMENTS (KEEP COPIES ON CONSTRUCTION SITE, ALSO CONTACT N.C.D.O.T. DISTRICT OFFICE 24 HOURS IN ADVANCE BEFORE PLACING CURB AND GUTTER).
6. ALL PROPOSED ELECTRIC, PHONE AND CABLE SERVICES SHALL BE UNDERGROUND AND ARE NOT A PART OF THESE PLANS.
7. EXISTING UTILITIES AND STRUCTURES SHOWN, BOTH UNDERGROUND AND ABOVE GROUND, ARE BASED ON A FIELD SURVEY AND THE BEST AVAILABLE RECORD DRAWINGS. THE CONTRACTOR SHALL VERIFY FIELD CONDITIONS PRIOR TO BEGINNING RELATED CONSTRUCTION. ANY DISCREPANCIES SHALL BE REPORTED TO THE ENGINEER IMMEDIATELY.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION AND/OR RELOCATION OF ALL EXISTING UTILITIES IN COORDINATION WITH THE APPROPRIATE UTILITY, AGENCY, OR COMPANY. CONTRACTOR TO COORDINATE ACTIVITIES WITH UTILITY COMPANIES INVOLVED IN ANY RELATED RELOCATION (I.E. POWER POLES, TELEPHONE PEDESTALS, WATER METERS, ETC.).
9. IT IS THE CONTRACTORS RESPONSIBILITY TO COORDINATE WITH THE TOWN PUBLIC WORKS DEPARTMENT AND INSTALL ALL METERS, APPURTENANCES AND SERVICE LINES AS SHOWN ON THE PLAN PER STANDARDS AND SPECIFICATIONS. NOT ALL SUCH APPURTENANCES ARE SHOWN AS ARE REQUIRED TO PROPERLY INSTALL UTILITIES IN THE FIELD. CHANGES NECESSARY TO INSTALL DEVICES SHALL BE APPROVED BY ENGINEER OR OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION. IF NOTIFICATION IS NOT PROVIDED IN ADVANCE, CONTRACTOR MAY NOT RECEIVE REIMBURSEMENT FOR CHANGES/MODIFICATIONS.
10. ANY ON-SITE IRRIGATION SYSTEMS SHALL BE DESIGNED BY OTHERS. CONTRACTOR SHALL PROVIDE DETAILED PLANS TO ENGINEER OR OWNER'S REPRESENTATIVE.
11. ALL APPURTENANCES INSTALLED SHALL BE LEAD FREE PER CURRENT EPA LAW. THIS INCLUDES ALL BACKFLOW PREVENTERS.
12. ALL NEW UTILITY (POWER, CABLE, ETC.) LINES MUST BE UNDERGROUND.

STORM DRAINAGE NOTES

1. ALL STORM DRAINAGE PIPES SHOWN ARE TO BE CLASS III REINFORCED CONCRETE (RCP) UNLESS NOTED OTHERWISE.
2. ALL STORM DRAINAGE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST TOWN OF HOLLY SPRINGS CONSTRUCTION STANDARDS.
3. ALL CONCRETE SHALL MEET A MINIMUM 3000 PSI COMPRESSIVE STRENGTH.
4. ALL PIPE IN STORM DRAIN STRUCTURES SHALL BE STRUCK EVEN WITH INSIDE WALL.
5. ALL PIPE JOINTS SHALL BE MADE WITH PREFORMED JOINT SEALER, WHICH CONFORMS TO AASHTO SPECIFICATION M-198 FOR TYPE B FLEXIBLE PLASTIC GASKETS UNLESS OTHERWISE NOTED.
6. THE INTERIOR SURFACES OF ALL STORM DRAINAGE STRUCTURES SHALL BE POINTED UP AND SMOOTHED TO AN ACCEPTABLE STANDARD USING MORTAR MIXED TO MANUFACTURER'S SPECIFICATIONS.
7. ALL BACKFILL SHALL BE NON-PLASTIC IN NATURE, FREE FROM ROOTS, VEGETATION MATTER, WASTE CONSTRUCTION MATERIAL OR OTHER OBJECTIONABLE MATERIAL. SAID MATERIAL SHALL BE CAPABLE OF BEING COMPACTED BY MECHANICAL MEANS AND SHALL HAVE NO TENDENCY TO FLOW OR BEHAVE IN A PLASTIC MANNER UNDER THE TAMPING BLOWS OR PROOF ROLLING.
8. MATERIALS DEEMED BY THE OWNER'S REPRESENTATIVE AS UNSUITABLE FOR BACKFILL PURPOSES SHALL BE REMOVED AND REPLACED WITH SUITABLE MATERIAL.
9. BACKFILLING OF TRENCHES SHALL BE ACCOMPLISHED IMMEDIATELY AFTER PIPE IS LAID. THE FILL AROUND THE PIPE SHALL BE THOROUGHLY COMPACTED TO 95% OF THE MAXIMUM DRY DENSITY OBTAINABLE WITH THE STANDARD PROCTOR TEST. THE TOP EIGHT (8) INCHES SHALL BE COMPACTED TO 100 PERCENT STANDARD PROCTOR.
10. UNDER NO CIRCUMSTANCES SHALL WATER BE ALLOWED TO RISE IN UNBACKFILLED TRENCHES AFTER PIPE HAS BEEN PLACED.

WATER NOTES

1. A PUBLIC WATER EXTENSION PERMIT WILL BE REQUIRED FROM NCDEQ PRIOR TO ANY OFF-SITE WATER LINE INSTALLATION.
2. WATER MAINS TO BE INSTALLED AT A DEPTH WITH A MINIMUM COVER OF 48 INCHES FROM EXISTING GRADE (36" FROM TOP OF PIPE TO FINISHED ROAD SUBGRADE IF UNDER PAVEMENT), WITH 18 INCHES VERTICAL CLEARANCE MINIMUM FROM OTHER UNDERGROUND UTILITIES AND 10 FEET HORIZONTAL CLEARANCE FROM ALL OTHER UTILITIES.
3. PRESSURE REDUCING VALVES SHALL BE PROVIDED FOR SERVICES IF PRESSURE IS IN EXCESS OF 80 PSI.
4. ALL WATER MAINS SHALL BE DUCTILE IRON PIPE IN ACCORDANCE WITH AWWA C150 OR C151 FOR A LAYING CONDITION TYPE 2.
5. PIPE JOINTS SHALL BE OF THE PUSH-ON TYPE AS PER AWWA C111.
6. TEST PORTS SHALL BE INCLUDED ON ALL WATER METERS 2" AND LARGER.
7. ALL DOMESTIC WATER SERVICE LINES SHALL BE TYPE K SOFT COPPER IN ACCORDANCE WITH THE TOWN OF HOLLY SPRINGS CONSTRUCTION STANDARDS.
8. HYDRANTS SHALL CONFORM TO AWWA C502 WITH A MINIMUM VALVE OPENING OF 4.5-INCHES. ALL HYDRANTS SHALL INCLUDE A 5-INCH STORZ/QUICK CONNECT COUPLING ON THE STEAMER OUTLET WITH A CHAINED CAP.
9. BLOWOFF ASSEMBLIES SHALL BE A MINIMUM OF 2-INCHES AND INSTALLED AT THE END OF ALL DEAD END WATERLINES.
10. COMBINATION AIR RELEASE VALVES SHALL BE INSTALLED AT HIGH POINTS OF WATERLINES 12-INCHES IN DIAMETER OR LARGER.
11. NEW AIR RELEASE VALVES SHALL BE INSTALLED IN PRECAST CONCRETE MANHOLES.
12. ALL GATE VALVES GREATER THAN 2-INCHES SHALL MEET ALL REQUIREMENTS OF AWWA C500 FOR A WORKING PRESSURE OF 150 PSI.
13. BUTTERFLY VALVES SHALL BE INSTALLED ON WATERLINES 16-INCHES IN DIAMETER OR GREATER. ALL SHALL MEET THE REQUIREMENTS OF AWWA C504.
14. PIPE FITTINGS SHALL BE COMPACT FITTINGS IN ACCORDANCE WITH AWWA C153.
15. CORPORATION STOPS SHALL BE BRASS, COMPLETE WITH A FLARED COUPLING AND AWWA STANDARD THREADS AS PER AWWA C800. TAPS SHALL BE LOCATED AT 10 OR 2 O'CLOCK ON THE CIRCUMFERENCE OF THE PIPE. SERVICE TAPS SHALL BE STAGGERED ALTERNATING FROM ONE SIDE OF THE WATER MAIN TO THE OTHER, AND AT LEAST 12 INCHES APART. THE TAPS MUST BE A MINIMUM OF 24 INCHES APART IF THEY ARE ON THE SAME SIDE OF THE PIPE.
16. ALL WATER LINE CONSTRUCTION WITHIN CASS HOLT ROAD RIGHT-OF-WAY SHALL BE COORDINATED AND SEQUENCED WITH CASS HOLT ROAD CONSTRUCTION PLANS AND FIELD CONSTRUCTION.

SANITARY SEWER NOTES

1. A PUBLIC SANITARY SEWER EXTENSION PERMIT WILL BE REQUIRED FROM NCDEQ PRIOR TO SEWER PIPE INSTALLATION.
2. THE MINIMUM SIZE OF PUBLIC GRAVITY SANITARY SEWER MAINS SHALL BE 8-INCHES.
3. THE CONSTRUCTION OF ALL SANITARY SEWER LINES WHICH WILL BE MAINTAINED BY THE TOWN MUST BE PERFORMED BY A CONTRACTOR LICENSED IN NORTH CAROLINA.
4. SEWER MAINS FROM 14 TO 20 FEET DEEP SHALL REQUIRE SPECIAL BEDDING IN ACCORDANCE WITH THE TOWN OF HOLLY SPRINGS STANDARD DETAILS.
5. SEWERS OVER 20 FEET DEEP SHALL REQUIRE DUCTILE IRON FOR THE ENTIRE RUN BETWEEN MANHOLES.
6. TRANSITIONS OF PIPE MATERIAL SHALL OCCUR ONLY AT MANHOLES.
7. SEWER LINE EASEMENTS SHALL BE COMPLETELY CLEARED OF ALL VEGETATION, GRADED SMOOTH, FREE FROM ROCKS, BOULDERS, ROOTS, STUMPS, AND OTHER DEBRIS, FREE FROM PONDED WATER, AND SEEDED AND MULCHED UPON THE COMPLETION OF CONSTRUCTION.
8. ALL MANHOLE CONE SECTIONS SHALL BE THE ECCENTRIC TYPE MEETING THE REQUIREMENTS OF ASTM C478.
9. MANHOLES FOR SEWERS UNDER 21 INCHES IN DIAMETER SHALL BE A MINIMUM OF 4 FEET IN DIAMETER. MANHOLES FOR SEWERS 21 INCHES IN DIAMETER OR GREATER SHALL BE 5 FEET IN DIAMETER. MANHOLES REQUIRING INSIDE DROPS SHALL BE A MINIMUM OF 5 FEET IN DIAMETER. WHEN 2 OR MORE INSIDE DROPS OCCUR AT ONE MANHOLE, A MINIMUM 6-FOOT DIAMETER MANHOLE SHALL BE USED. ALL MANHOLES THAT ARE OVER 20 FEET DEEP SHALL BE 5 FEET IN DIAMETER.
10. INSIDE DROPS SHALL BE USED WHEN FREE DROPS EXCEED 12 INCHES. FOR INSIDE DROP MANHOLES, THE ENTIRE UPSTREAM LEG OF SEWER MUST BE DUCTILE IRON. FOR INSIDE DROP MANHOLES, SEE THE TOWN OF HOLLY SPRINGS STANDARD DETAILS. OUTSIDE DROPS SHALL NOT BE PERMITTED EXCEPT WHEN NECESSARY TO CONNECT TO EXISTING MANHOLES.
11. MANHOLES NOT LOCATED IN ROADWAYS SHALL HAVE A TOP ELEVATION A MINIMUM OF 12 INCHES ABOVE FINISHED GRADE. MANHOLES LOCATED ALONG OUTFALLS SHALL HAVE A TOP ELEVATION A MINIMUM OF 24 INCHES ABOVE FINISHED GRADE OR 100 YEAR FLOOD PLAIN, OR 12 INCHES ABOVE 500 YEAR FLOOD PLAIN, WHICHEVER IS HIGHER.
12. BACKWATER VALVES SHALL BE PROVIDED FOR ALL UNITS WITH FINAL FLOOR ELEVATIONS OF BUILDINGS LESS THAN 1'-0" ABOVE UPSTREAM MANHOLE.
13. MINIMUM COVER OF 4.5 FEET FROM THE TOP OF PIPE TO FINISHED SUBGRADE WHEN UNDER A ROADWAY AND 4.5 FEET FROM TOP OF PIPE TO FINISHED GRADE IN ALL OTHER AREAS. WHERE THESE STANDARDS CANNOT BE MET DUCTILE IRON PIPE SHALL BE INSTALLED.
14. MINIMUM SLOPE FOR 4 INCH & 6 INCH SANITARY SEWER COLLECTION LINES SHALL BE NO LESS THAN 1.0% WITH CLEANOUTS EVERY 75 LINEAL FEET FOR 4-INCH LINES AND EVERY 100 LINEAL FEET FOR 6-INCH LINES.
15. ALL SANITARY SEWER MAINS SHALL BE PVC SDR-35 EXCEPT WHERE CONDITIONS WARRANT DUCTILE IRON PIPE IN ACCORDANCE WITH THE TOWN OF HOLLY SPRINGS ENGINEERING DESIGN AND CONSTRUCTION STANDARDS.

DEMOLITION NOTES

1. ALL VISIBLE EXISTING UTILITIES ARE SHOWN AT APPROXIMATE LOCATIONS. ACTUAL LOCATION AND DEPTH TO BE CONFIRMED BY CONTRACTOR IN THE FIELD PRIOR TO CONSTRUCTION.
2. CONTRACTOR SHALL NOTIFY "NC811" (811) OR (1-800-632-4949) AT LEAST 3 FULL BUSINESS DAYS PRIOR TO BEGINNING CONSTRUCTION OR EXCAVATION TO HAVE EXISTING UTILITIES LOCATED. CONTRACTOR SHALL CONTACT ANY LOCAL UTILITIES THAT PROVIDE THEIR OWN LOCATOR SERVICES INDEPENDENT OF "NC811". REPORT ANY DISCREPANCIES TO THE ENGINEER IMMEDIATELY.
3. CONTRACTOR TO FIELD VERIFY EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND SHALL NOTIFY THE ENGINEER IF THERE ARE ANY DISCREPANCIES.
4. ALL DEMOLITION SHALL BE IN ACCORDANCE WITH ALL FEDERAL, STATE AND LOCAL LAWS.
5. ALL MATERIAL DEMOLISHED ON THIS SITE MUST BE REMOVED FROM THE SITE AND DISPOSED OF IN A PERMITTED LOCATION.
6. CONTRACTOR TO VERIFY LOCATION OF UNDERGROUND CONDUIT AND PROTECT ACCORDINGLY.

EASEMENTS

1. WATER AND SANITARY SEWER MAINS SHALL BE LOCATED IN A 20' WIDE PUBLIC UTILITY EASEMENT UNLESS NOTED OTHERWISE. IN THE CASE OF UTILITIES EXTENDING ADJACENT TO EACH OTHER THE EASEMENT MAY BE A VARIABLE WIDTH EASEMENT BUT NO LESS THAN 10' FROM EACH UTILITY LINE. WATER SERVICES UP TO THE METER AND FIRE HYDRANT ASSEMBLIES SHALL BE LOCATED IN A 10' WIDE PUBLIC UTILITY EASEMENT. SEE UTILITY PLANS FOR LOCATIONS OF EASEMENTS.
2. ANY STORM DRAINAGE PIPE EXTENDING FROM A PUBLIC RIGHT-OF-WAY INTO THE SITE SHALL BE LOCATED IN A 20' PUBLIC STORM DRAINAGE EASEMENT.

EROSION CONTROL NOTES

1. GRADING AND EROSION CONTROL METHODS SHALL ADHERE TO THE TOWN OF HOLLY SPRINGS SOIL EROSION AND SEDIMENTATION CONTROL STANDARDS AND SPECIFICATIONS.
2. GRADING AND EROSION CONTROL METHODS SHALL ADHERE TO THE NORTH CAROLINA DEPARTMENT OF NATURAL RESOURCES DIVISION OF WATER QUALITY (DWQ) STANDARDS AND SPECIFICATIONS. WHERE DIFFERENT FROM TOWN OF HOLLY SPRINGS STANDARDS, THE MORE STRINGENT METHOD SHALL BE APPLIED.
3. FAILURE TO FOLLOW THE APPROVED PLAN SEQUENCE AND DETAILS COULD SUBJECT THE CONTRACTOR TO FINES AND PENALTIES ISSUED BY EITHER THE TOWN OF HOLLY SPRINGS EROSION CONTROL DEPARTMENT OR THE DWQ.
4. CONTRACTOR SHALL SEED AND STABILIZE ALL STE

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 87°44'35" E	46.66'
L2	S 11°07'29" W	48.02'
L3	N 11°05'28" E	6.07'
L4	S 71°55'55" W	4.56'
L5	N 87°14'27" W	24.92'
L6	S 68°26'52" W	29.33'
L7	S 60°40'32" W	32.78'
L8	S 46°30'42" W	21.40'
L9	S 01°51'53" W	23.35'
L10	S 65°29'53" W	29.39'
L11	S 46°11'58" W	13.45'
L12	S 20°42'09" W	31.56'
L13	S 31°24'27" W	16.96'
L14	S 41°30'39" W	33.53'
L15	S 78°26'14" W	17.44'
L16	N 63°00'38" W	30.70'
L17	N 58°26'59" W	18.73'
L18	N 80°49'51" W	25.03'
L19	N 64°44'49" W	22.24'
L20	S 71°28'56" W	20.34'
L21	S 50°12'53" W	15.36'
L22	S 52°44'34" W	41.72'
L23	S 24°51'08" W	11.95'
L24	S 60°23'33" W	24.69'
L25	N 40°39'32" W	14.36'
L26	N 34°58'59" E	13.67'
L27	N 83°25'27" W	18.50'
L28	N 71°17'44" W	17.51'
L29	S 61°27'00" W	23.23'
L30	S 40°15'20" W	11.99'
L31	N 69°22'16" W	14.53'
L32	S 50°20'24" W	21.81'
L33	N 64°29'08" W	10.07'
L34	N 31°07'13" W	10.67'
L35	N 01°55'12" E	14.92'
L36	N 82°09'49" W	30.17'
L37	S 33°31'57" W	21.05'
L38	S 41°50'56" W	28.77'
L39	S 34°33'30" W	17.50'
L40	N 85°47'03" W	24.11'
L41	S 79°49'18" W	25.38'
L42	S 44°00'11" W	15.88'
L43	N 82°28'05" W	21.38'
L44	N 54°57'20" W	5.87'
L45	S 79°59'16" W	11.39'
L46	S 78°24'16" W	17.23'
L47	N 32°17'36" W	15.67'
L48	N 00°15'28" E	9.29'
L49	N 47°50'03" W	5.59'
L50	S 31°01'48" W	8.18'
L51	S 78°10'20" W	36.29'
L52	N 75°58'19" W	13.54'
L53	N 64°05'13" W	23.59'
L54	S 57°43'31" W	28.73'
L55	S 88°43'13" W	28.05'
L56	N 61°24'41" W	10.17'
L57	N 40°15'09" W	14.21'
L58	N 22°42'15" W	13.48'
L59	N 47°42'21" W	23.45'
L60	N 67°20'50" W	9.68'
L61	N 04°07'23" W	12.04'
L62	N 79°07'41" E	5.47'
L63	S 79°41'11" E	10.74'
L64	S 50°58'56" E	12.86'
L65	N 74°11'31" E	18.18'
L66	N 11°54'30" W	15.35'
L67	N 04°08'11" W	7.06'
L68	N 25°24'17" E	7.49'
L69	N 24°56'46" W	4.81'
L70	N 65°35'44" W	12.91'
L71	N 77°16'57" W	9.93'
L72	N 76°31'14" W	7.59'
L73	N 21°31'59" W	13.85'
L74	N 64°36'50" W	18.07'
L75	N 01°19'28" E	15.24'
L76	N 25°03'49" E	13.65'
L77	N 26°10'46" W	5.04'
L78	N 44°55'33" W	8.69'
L79	S 47°46'02" W	9.13'
L80	S 80°30'23" W	9.55'
L81	N 56°19'14" W	20.11'
L82	N 59°44'19" W	2.87'
L83	S 79°00'05" W	6.72'
L84	S 17°59'28" W	13.42'
L85	S 60°34'39" W	8.87'
L86	N 89°20'50" W	20.49'
L87	N 70°01'15" W	5.27'
L88	S 67°34'35" W	20.90'
L89	N 89°40'12" W	19.09'
L90	S 04°03'27" E	22.91'
L91	S 49°11'05" W	27.15'
L92	S 86°35'42" W	14.39'
L93	N 74°24'52" W	14.74'
L94	N 48°11'01" W	21.73'
L95	N 03°39'34" E	14.82'

LEGEND

- EXISTING IRON PIPE
- IRON PIPE SET
- CALCULATED POINT
- EXISTING CONCRETE MONUMENT
- BORE HOLE
- SANITARY SEWER MANHOLE
- SANITARY SEWER CLEANOUT
- WATER VALVE
- WATER METER
- FIRE HYDRANT
- TELEPHONE PEDESTAL
- BICYCLE RACK
- ELECTRIC BOX
- LIGHT POLE
- POWER POLE
- GUY WIRE
- CURB INLET
- STORM DRAINAGE MANHOLE
- YARD INLET
- TRANSFORMER
- FIBER OPTIC VAULT
- SIGN
- BOLLARD
- SD — STORM DRAIN PIPE
- OU — OVERHEAD UTILITY LINES
- W — WATER LINE
- SS — SANITARY SEWER LINE
- T — TELEPHONE LINE
- G — GAS LINE
- UE — UNDERGROUND ELECTRIC
- UT — UNDERGROUND TELEPHONE
- X — X — FENCE LINE
- TREE LINE
- PROPERTY BOUNDARY LINE
- EASEMENT LINE
- SETBACK LINE

TREE LEGEND

- (8) CM — CRAPE MYRTLE
- (3) O — OAK
- (3) E — ELM
- (4) G — GUM
- (5) DG — DOGWOOD

DOUBLE AND TRIPLE TRUNKS

- 2@0-0 — DOUBLE OAK
- 3@T-0 — TRIPLE OAK
- CALIPER INCH SIZE OF TREE
- TYPE OF TREE
- D FOR DOUBLE, T FOR TRIPLE

STORM DRAIN INVERTS
SD1 18"RCP
INV OUT(W)=336.25'

SD2 TOP=351.08'
INV IN(N)=337.60' 18"RCP
INV OUT(W)=337.58' 18"RCP

SD3 18"FES
INV IN(N)=337.68'

SD4 30"FES
INV IN(NE)=337.50'

SD5 TOP=347.90'
INV IN(NE)=376.32' 30"RCP
INV IN(E)=344.40' 18"RCP
INV OUT(S)=336.29' 30"RCP

SD6 TOP=350.92'
INV OUT(W)=346.32' 18"RCP

SD7 TOP=341.61'
INV IN(N)=334.59' 30"RCP
INV IN(E)=335.30' 36"RCP

INV IN(S)=334.96' 30"RCP
INV OUT(W)=334.27' 36"RCP

SD8 36"FES
INV IN(E)=334.96'

SD9 TOP=341.12'
INV IN(E)=332.86' 36"RCP
INV OUT(W)=332.78' 36"RCP

SD10 36"FES
INV OUT(W)=332.74'

SD11 TOP=341.50'
INV IN(S)=335.38' 30"RCP
INV OUT(N)=335.31' 30"RCP

SD12 TOP=343.01'
INV IN(S)=337.71' 24"RCP
INV OUT(N)=336.81' 30"RCP

SD13 TOP=343.61'
INV IN(SE)=338.58' 24"RCP
INV OUT(N)=338.41' 24"RCP

SD14 TOP=345.51'
INV IN(E)=340.11' 18"RCP
INV IN(S)=340.26' 24"RCP
INV OUT(NW)=339.48' 24"RCP

SD15 TOP=350.39'
INV OUT(W)=345.76' 18"RCP

SD16 TOP=345.48'
INV IN(S)=340.35' 24"RCP
INV OUT(N)=340.32' 24"RCP

SD17 TOP=344.50'
INV IN(S)=340.98' 18"RCP
INV OUT(N)=340.83' 24"RCP

SD18 TOP=349.76'
INV OUT(N)=344.17' 18"RCP

SD19 TOP=345.39'
INV OUT(NW)=340.11' 18"RCP

SD20 TOP=342.18'
INV IN(SE)=337.13' 18"RCP
INV IN(W)=336.47' 24"RCP

INV OUT(N)=334.47' 24"RCP

SD21 TOP=342.02'
INV IN(S)=336.55' 24"RCP
INV OUT(E)=336.51' 24"RCP

SD22 TOP=344.38'
INV IN(S)=339.54' 24"RCP
INV OUT(N)=339.36' 24"RCP

SD23 TOP=336.55'
INV IN(E)=329.90' 24"RCP
INV IN(W)=326.78' 36"RCP
INV OUT(NE)=326.68' 36"RCP

SD24 36"FES
INV OUT(NE)=326.44'

SD25 TOP=334.10'
INV IN(S)=328.39' 30"RCP
INV OUT(E)=327.70' 36"RCP

SD26 TOP=334.18'
INV OUT(W)=329.19' 15"RCP

SD27 TOP=334.18'
INV IN(E)=329.02' 15"RCP
INV IN(S)=328.98' 30"RCP
INV OUT(N)=328.82' 30"RCP

SD28 TOP=336.19'
INV IN(W)=329.64' 24"RCP
INV OUT(N)=329.28' 30"RCP

SD29 TOP=336.05'
INV IN(W)=330.08' 24"RCP
INV OUT(E)=329.92' 24"RCP

SD30 TOP=335.93'
INV IN(W)=331.18' 18"RCP
INV OUT(E)=330.73' 24"RCP

SD31 TOP=329.04'
INV IN(E)=322.87' 24"RCP
INV IN(W)=322.20' 30"RCP
INV OUT(N)=321.71' 30"RCP

SD32 TOP=328.86'
INV IN(S)=321.45' 30"RCP
INV IN(W)=323.59' 15"RCP

INV OUT(N)=321.43' 36"RCP

SD33 TOP=328.99'
INV OUT(E)=324.12' 15"RCP

SD34 TOP=328.77'
INV IN(S)=320.93' 36"RCP
INV OUT(W)=320.52' 36"RCP

SD35 TOP=328.70'
INV IN(E)=320.50' 36"RCP
INV OUT(NW)=320.05' 36"RCP

SD36 36"FES
INV OUT(NW)=317.88'

SD37 TOP=330.99'
INV OUT(S)=326.96' 15"RCP

SD38 TOP=331.58'
INV IN(N)=326.38' 15"RCP
INV IN(E)=326.08' 24"RCP
INV OUT(W)=326.00' 24"RCP

SD39 30"FES

INV OUT(NW)=313.41'

SD40 60"RCP
INV IN(NW)=308.30'

SD41 TOP=316.40'
INV OUT(N)=313.62' 24"RCP

SD42 TOP=319.40'
INV IN(S)=313.35' 24"RCP
INV IN(N)=313.35' 24"RCP
INV OUT(W)=312.84' 24"RCP

SD43 TOP=320.63'
INV OUT(S)=313.71' 24"RCP

SD44 24"RCP
INV IN(SW)=323.11'

SD45 15"RCP
INV OUT(S)=332.63'

SD46 TOP=336.11'
INV OUT(S)=333.04' 15"RCP

SD47 24"RCP

INV IN(N)=329.23'

SD48 24"RCP
INV OUT(S)=329.14'

SD49 24"FES
INV OUT(N)=324.83'

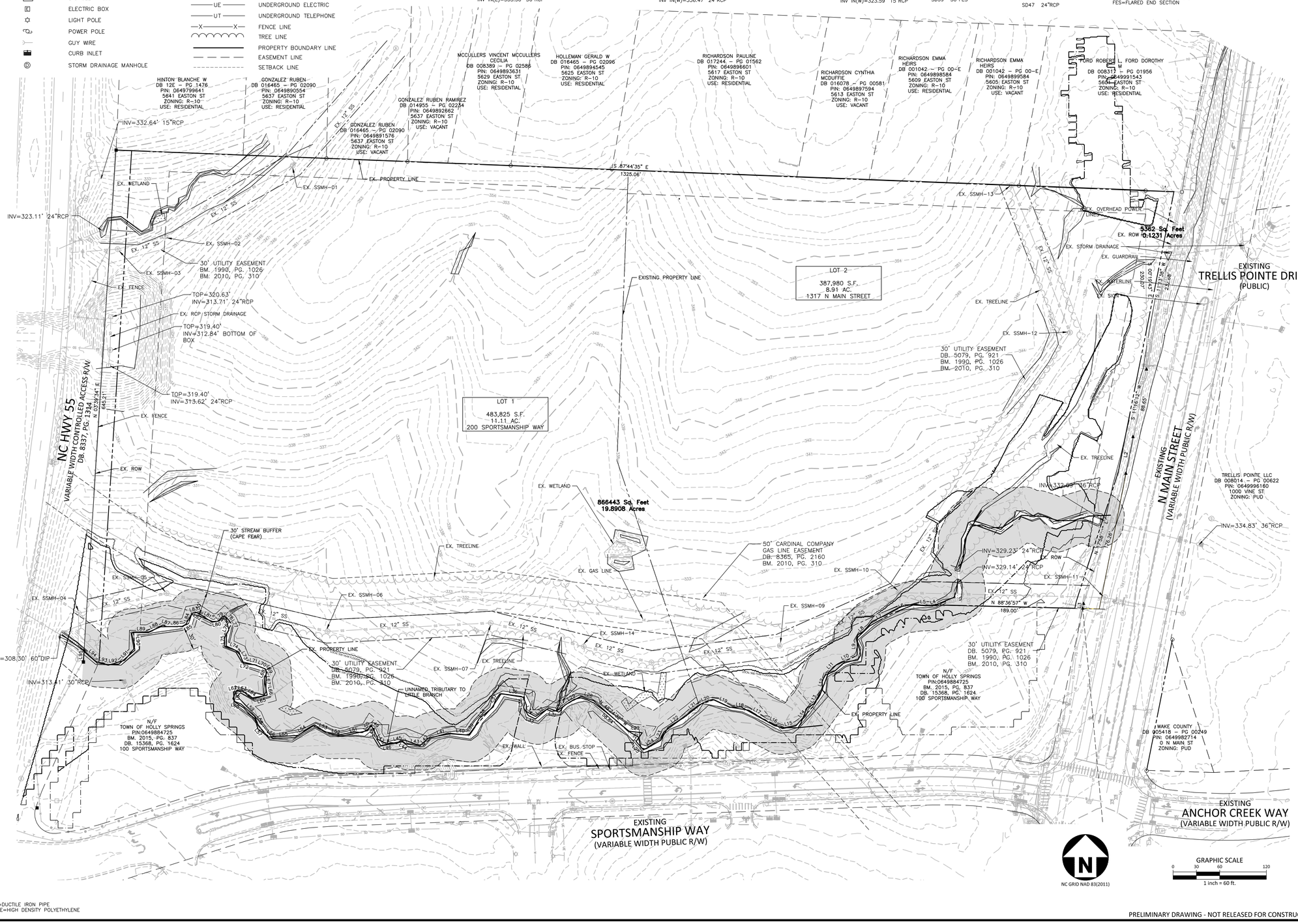
SD50 TOP=328.81'
INV IN(S)=325.15' 24"RCP
INV OUT(N)=325.13' 24"

SD51 TOP=335.78'
INV IN(S)=329.53' 24"RCP
INV OUT(N)=325.75' 24"RCP

SD52 60"RCP
INV OUT(NW)=304.67'

SD53 30"RCP
INV OUT TO POND

RCP=REINFORCED CONCRETE PIPE
CMP=CORRUGATED METAL PIPE
FES=FLARED END SECTION



SANITARY SEWER INVERTS
SS1 TOP=341.52'
INV IN(NE)=334.22' 12"HDPE
INV OUT(SW)=334.09' 12"HDPE

SS2 TOP=333.64'
INV IN(NE)=326.88' 12"HDPE
INV OUT(SW)=326.79' 12"HDPE

SS3 TOP=331.70'
INV IN(NE)=323.14' 12"HDPE
INV OUT(W)=321.80' 12"HDPE

SS4 TOP=319.14'
INV IN(S)=305.12' 12"HDPE
INV IN(NE)=305.90' 12"HDPE
INV OUT(N)=304.88' 12"HDPE

SS5 TOP=319.38'
INV IN(SE)=311.23' 12"HDPE
INV OUT(SW)=311.10' 12"HDPE

SS6 TOP=324.57'
INV IN(E)=316.57' 12"HDPE
INV OUT(NW)=316.48' 12"HDPE

SS7 TOP=331.55'
INV IN(SE)=319.37' 12"HDPE
INV OUT(W)=319.27' 12"HDPE

SS8 TOP=327.64'
INV IN(E)=321.52' 12"HDPE
INV OUT(NW)=321.41' 12"HDPE

SS9 TOP=329.92'
INV IN(NE)=322.12' 12"HDPE
INV OUT(W)=322.09' 12"HDPE

SS10 TOP=332.61'
INV IN(E)=325.60' 12"HDPE
INV IN(N)=325.48' 12"HDPE
INV OUT(SW)=324.83' 12"HDPE

SS11 TOP=340.68'
INV IN(S)=329.50' 8"DIP
INV IN(E)=330.29' 8"DIP
INV OUT(W)=329.42' 12"HDPE

SS12 TOP=339.08'
INV IN=332.93' 12"HDPE
INV OUT=332.80' 12"HDPE

SS13 TOP=353.11'
INV IN=339.68' 12"HDPE
INV OUT=339.57' 12"HDPE

SS14 TOP=329.60'
INV IN(SE)=319.91' 12"HDPE
INV OUT(NW)=319.80' 12"HDPE

SD15 TOP=342.09'
INV IN(N)=331.58' 8"DIP
INV OUT(W)=331.52' 8"DIP

SD16 TOP=343.39'
INV IN(S)=330.56' 8"DIP
INV OUT(N)=330.53' 8"DIP

SD17 TOP=363.59'
INV IN(S)=355.16' 8"DIP
INV OUT(N)=355.13' 8"DIP

SS18 TOP=319.15'
INV IN(S)=305.60' 10"HDPE
INV OUT(N)=305.65' 12"HDPE

SS19 TOP=323.44'
INV IN(S)=307.46' 10"HDPE
INV OUT(N)=307.54' 10"HDPE

SS20 TOP=330.02'
INV IN(E)=311.77' 8"HDPE
INV OUT(N)=311.68' 10"HDPE

DIP=DUCTILE IRON PIPE
HDPE=HIGH DENSITY POLYETHYLENE

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

M:\Projects\CAP\CAP22003\04-Production\Engineering\Current Drawings\Development Plan Amendment\CAP22003-XC1.dwg, 5/22/2025 11:54:54 AM, Adam Pike

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CAPITAL ASSOCIATES

1317 N MAIN COMMERCIAL TRACT DEVELPMENT PLAN

DEVELOPMENT PLANS - AMENDMENT #2

1317 NORTH MAIN STREET
HOLLY SPRINGS, NORTH CAROLINA 27540

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 036231 ADAM C. PIKE — NOT FOR CONSTRUCTION

REVISIONS

NO.	DATE	
1	04. 24. 2025	REVISED PER TOHS 1ST REVIEW COMMENTS
2	05. 22. 2025	REVISED PER TOHS 2ND REVIEW COMMENTS

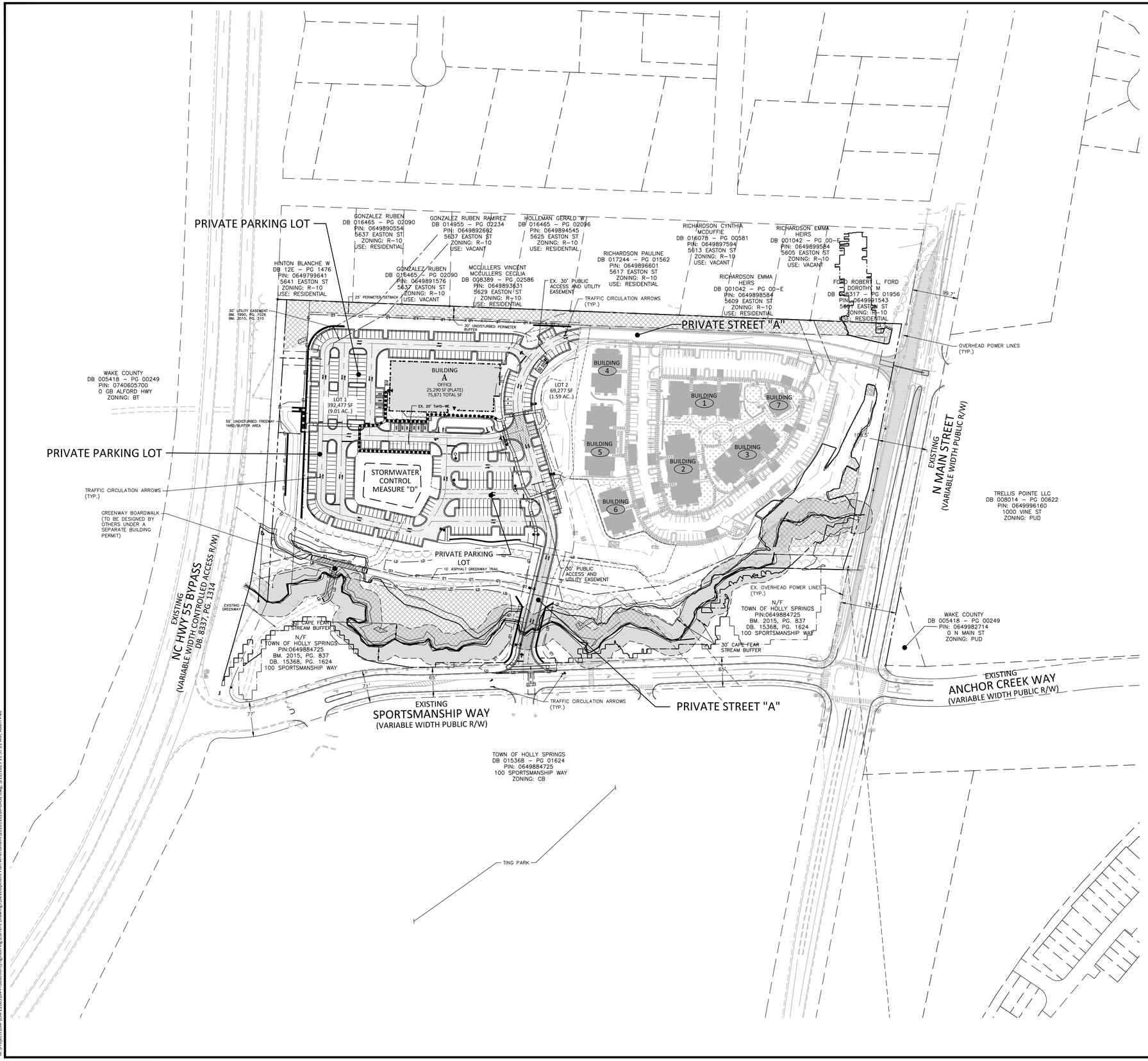
PLAN INFORMATION

PROJECT NO.	CAP-22003
FILENAME	SNP20000-AT1
CHECKED BY	ACP / MDS
DRAWN BY	CAW
SCALE	1"=60'
DATE	03.07.25

SHEET

OVERALL EXISTING CONDITIONS

C1.00



SITE LEGEND

- SIGNAGE
- YARD LIGHTS
- LIGHT POLE
- POWER POLE
- TRAFFIC DIRECTIONAL ARROW
- ACC — ACCESSIBLE PARKING STALL
- VAN — VAN ACCESSIBLE PARKING STALL
- XX — PARKING SPACE COUNT
- ACCESSIBLE RAMPS
- ACCESSIBLE ROUTE
- PHASE LINE
- PROPERTY LINE
- RIGHT–OF–WAY LINE
- LOT LINE
- EASEMENT LINE
- CENTERLINE
- HEAVY DUTY ASPHALT PAVEMENT
- TREE CONSERVATION AREA
- STREAM BUFFER
- ADA ACCESSIBLE EXTERIOR BUILDING ENTRANCE

UTILITY LEGEND

- FIRE HYDRANT ASSEMBLY
- FIRE DEPARTMENT CONNECTION (FDC)
- WATER METER
- WATER VALVE
- PIV — POST INDICATOR VALVE
- VALVE IN MANHOLE
- METER & VAULT
- BACKFLOW PREVENTER
- REDUCER
- PLUG
- BLOW–OFF ASSEMBLY
- SANITARY SEWER MANHOLE
- SEWER CLEAN–OUT
- GREASE TRAP
- SEWER FLOW DIRECTION ARROW
- YARD LIGHTS
- LIGHT POLE
- POWER POLE
- LINE BREAK SYMBOL
- WATERLINE
- WATER SERVICE LINE
- UTILITY SLEEVE
- SANITARY SEWER
- SEWER SERVICE LINE
- FM — FM — SEWER FORCE MAIN
- G — G — G — G — GAS LINE
- OU — OU — OVERHEAD UTILITY
- UE — UE — UNDERGROUND ELECTRIC
- T — T — T — T — TELEPHONE
- EASEMENT LINE

GRAPHIC SCALE
0 50 100 200
1 inch = 100 ft.

N

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

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CAPITAL ASSOCIATES

1317 N MAIN COMMERCIAL TRACT DEVELPMENT PLAN

DEVELOPMENT PLANS - AMENDMENT #2

1317 NORTH MAIN STREET
HOLLY SPRINGS, NORTH CAROLINA 27540

NORTH CAROLINA PROFESSIONAL SEAL 036231 ENGINEER ADAM C. PIKE — NOT FOR CONSTRUCTION

REVISIONS

NO.	DATE	
1	04. 24. 2025	REVISED PER TOHS 1ST REVIEW COMMENTS
2	05. 22. 2025	REVISED PER TOHS 2ND REVIEW COMMENTS

PLAN INFORMATION

PROJECT NO.	CAP-22003
FILENAME	2020110266-OAS2
CHECKED BY	ACP / MDS
DRAWN BY	HWM
SCALE	1"=100'
DATE	03.07.25

SHEET

OVERALL SITE PLAN

C2.00

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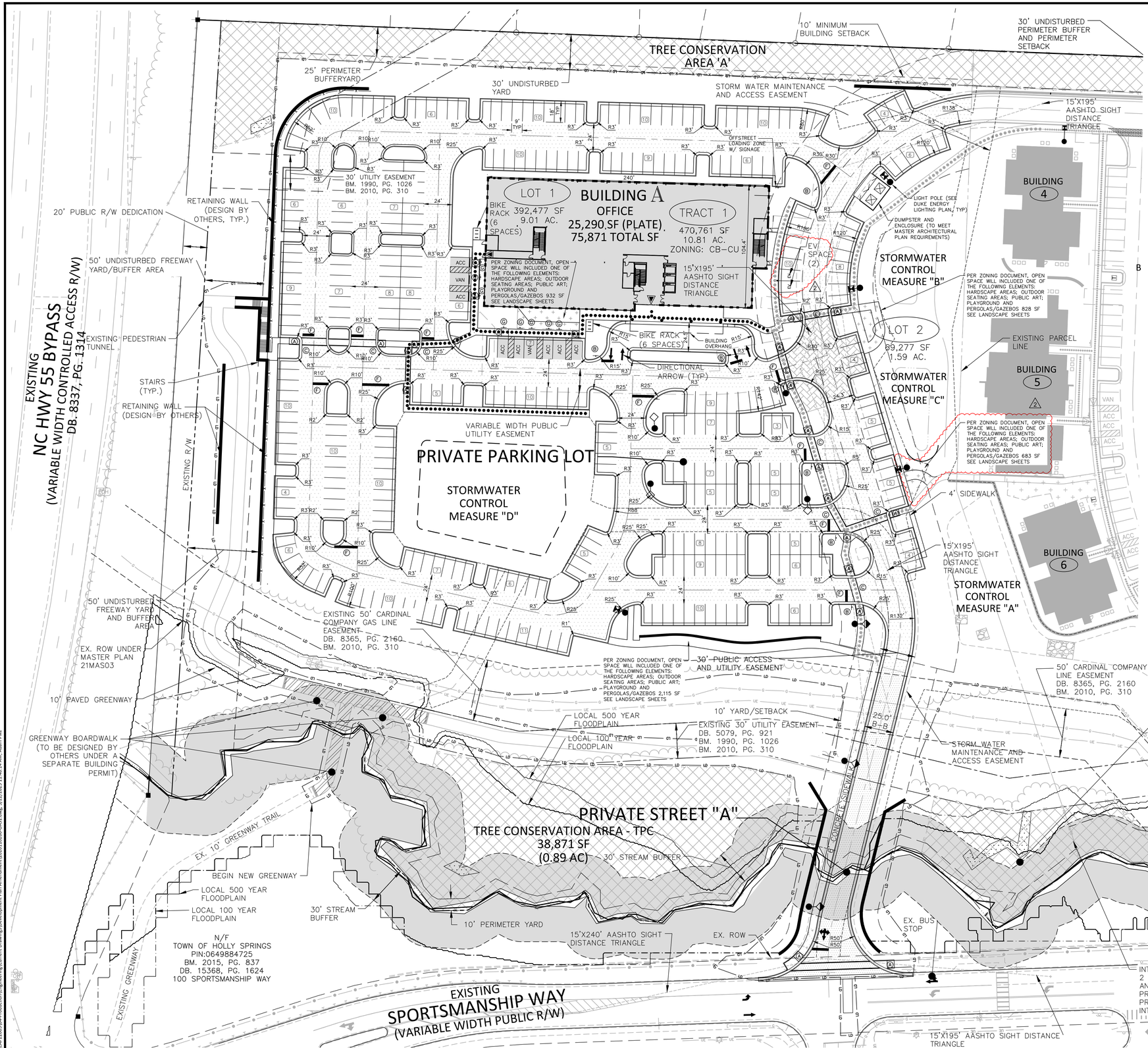

SITE LEGEND

- SIGNAGE
- YARD LIGHTS
- LIGHT POLE
- POWER POLE
- TRAFFIC DIRECTIONAL ARROW
- ACC / VAN — ACCESSIBLE PARKING STALL
- VAN ACCESSIBLE PARKING STALL
- XX — PARKING SPACE COUNT
- ACCESSIBLE RAMPS
- ACCESSIBLE ROUTE
- PHASE LINE
- PROPERTY LINE
- RIGHT-OF-WAY LINE
- LOT LINE
- EASEMENT LINE
- CENTERLINE
- HEAVY DUTY ASPHALT PAVEMENT
- TREE CONSERVATION AREA
- STREAM BUFFER
- ADA ACCESSIBLE EXTERIOR BUILDING ENTRANCE

KEY LEGEND

- (A) CURB RAMP
- (B) STOP SIGN
- (C) 6' STANDARD CROSSWALK
- (D) 10' DECORATIVE CROSSWALK
- (E) 6' DECORATIVE CROSSWALK
- (F) 24" STOP BAR
- (G) ACCESSIBLE PARKING SIGNAGE

* = ALL STANDARD TRAFFIC CONTROL AND STREET NAME SIGN AND POSTS SHALL MEET TOWN STANDARDS. SEE DTAIL HS360 FOR MORE INFORMATION ON C8.00

GRAPHIC SCALE
0 20 40 80
1 inch = 40 ft.

N

SITE NOTES:

1. TRAFFIC CONTROL BOLLARDS AND SIGN POLE BOLLARDS SHALL BE BLACK OR PAINTED TO MATCH THE PRIMARY COLOR SCHEME OF THE FACADE.

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CAPITAL ASSOCIATES

1317 N MAIN COMMERCIAL TRACT DEVELPMENT PLAN

DEVELOPMENT PLANS - AMENDMENT #2

1317 NORTH MAIN STREET
HOLLY SPRINGS, NORTH CAROLINA 27540

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 036231 JOHN C. PIKE — NOT FOR CONSTRUCTION

REVISIONS

NO.	DATE	
1	04. 24. 2025	REVISED PER TOHS 1ST REVIEW COMMENTS
2	05. 22. 2025	REVISED PER TOHS 2ND REVIEW COMMENTS

PLAN INFORMATION

PROJECT NO.	CAP-22003
FILENAME	2020110266-OAS1
CHECKED BY	ACP / MDS
DRAWN BY	CAW
SCALE	1"=40'
DATE	03.07.25

SHEET

SITE PLAN

C2.01

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

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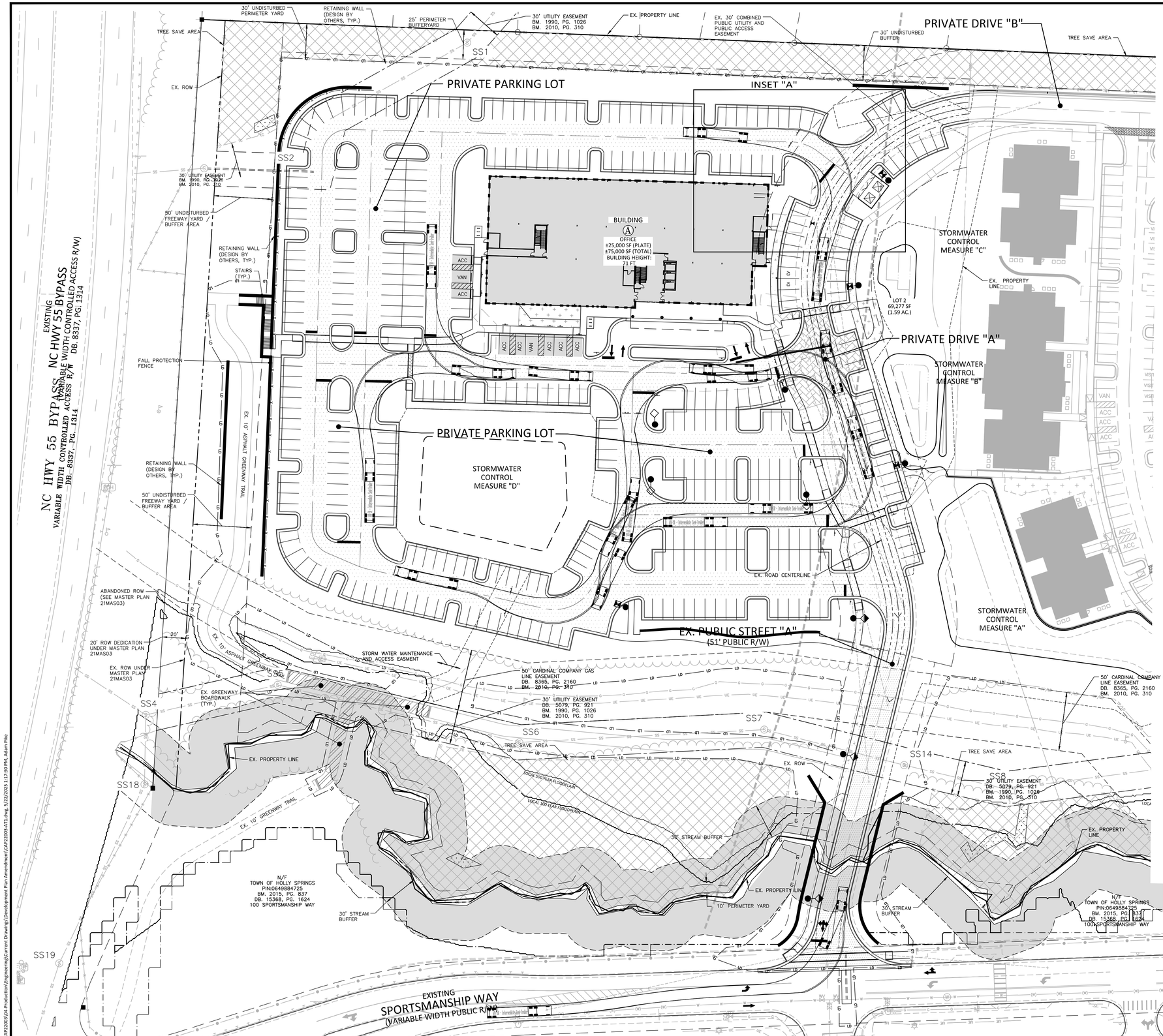


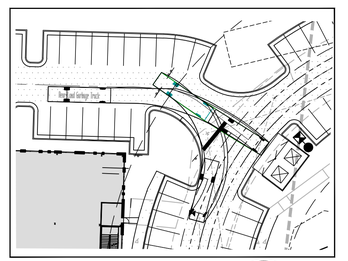
SITE LEGEND

- SIGNAGE
- YARD LIGHTS
- LIGHT POLE
- POWER POLE
- TRAFFIC DIRECTIONAL ARROW
- ACC — ACCESSIBLE PARKING STALL
- VAN — VAN ACCESSIBLE PARKING STALL
- XX — PARKING SPACE COUNT
- ACCESSIBLE RAMPS
- ACCESSIBLE ROUTE
- PHASE LINE
- PROPERTY LINE
- RIGHT-OF-WAY LINE
- LOT LINE
- EASEMENT LINE
- CENTERLINE
- HEAVY DUTY ASPHALT PAVEMENT
- TREE CONSERVATION AREA
- STREAM BUFFER
- ADA ACCESSIBLE EXTERIOR BUILDING ENTRANCE

GRAPHIC SCALE
0 20 40 80
1 inch = 40 ft.

N

INSET "A"
GARBAGE TRUCK TURN TEMPLATE



GRAPHIC SCALE
0 20 40 80
1 inch = 40 ft.

N

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

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PHONE: 919.233.9901

CAPITAL ASSOCIATES

1317 N MAIN COMMERCIAL TRACT DEVELOPMENT PLAN

DEVELOPMENT PLANS - AMENDMENT #2

1317 NORTH MAIN STREET
HOLLY SPRINGS, NORTH CAROLINA 27540

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 036231 ADAM C. PIKE — NOT FOR CONSTRUCTION

REVISIONS

NO.	DATE	
1	04. 24. 2025	REVISED PER TOHS 1ST REVIEW COMMENTS
2	05. 22. 2025	REVISED PER TOHS 2ND REVIEW COMMENTS

PLAN INFORMATION

PROJECT NO.	CAP-22003
FILENAME	CAP22003-AT1
CHECKED BY	ACP / MDS
DRAWN BY	CAW
SCALE	1"=40'
DATE	03.07.25

SHEET

TURN TEMPLATES
1 OF 2

C2.02

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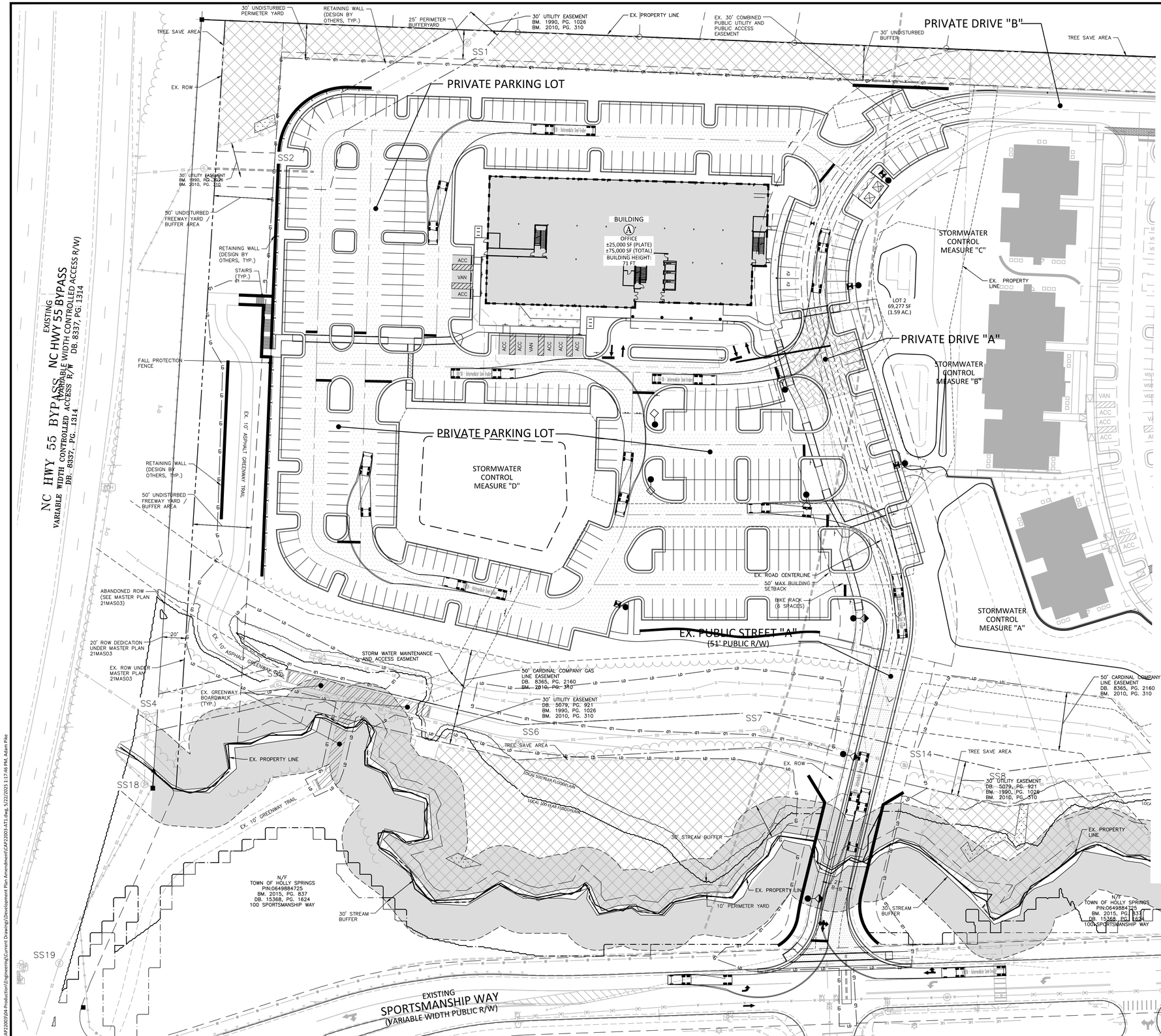

SITE LEGEND

- SIGNAGE
- YARD LIGHTS
- LIGHT POLE
- POWER POLE
- TRAFFIC DIRECTIONAL ARROW
- ACC / VAN / XX — ACCESSIBLE PARKING STALL / VAN ACCESSIBLE PARKING STALL / PARKING SPACE COUNT
- ACCESSIBLE RAMPS
- ACCESSIBLE ROUTE
- PHASE LINE
- PROPERTY LINE
- RIGHT-OF-WAY LINE
- LOT LINE
- EASEMENT LINE
- CENTERLINE
- HEAVY DUTY ASPHALT PAVEMENT
- TREE CONSERVATION AREA
- STREAM BUFFER
- ADA ACCESSIBLE EXTERIOR BUILDING ENTRANCE

GRAPHIC SCALE
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1 inch = 40 ft.

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TURN TEMPLATES
2 OF 2

C2.03

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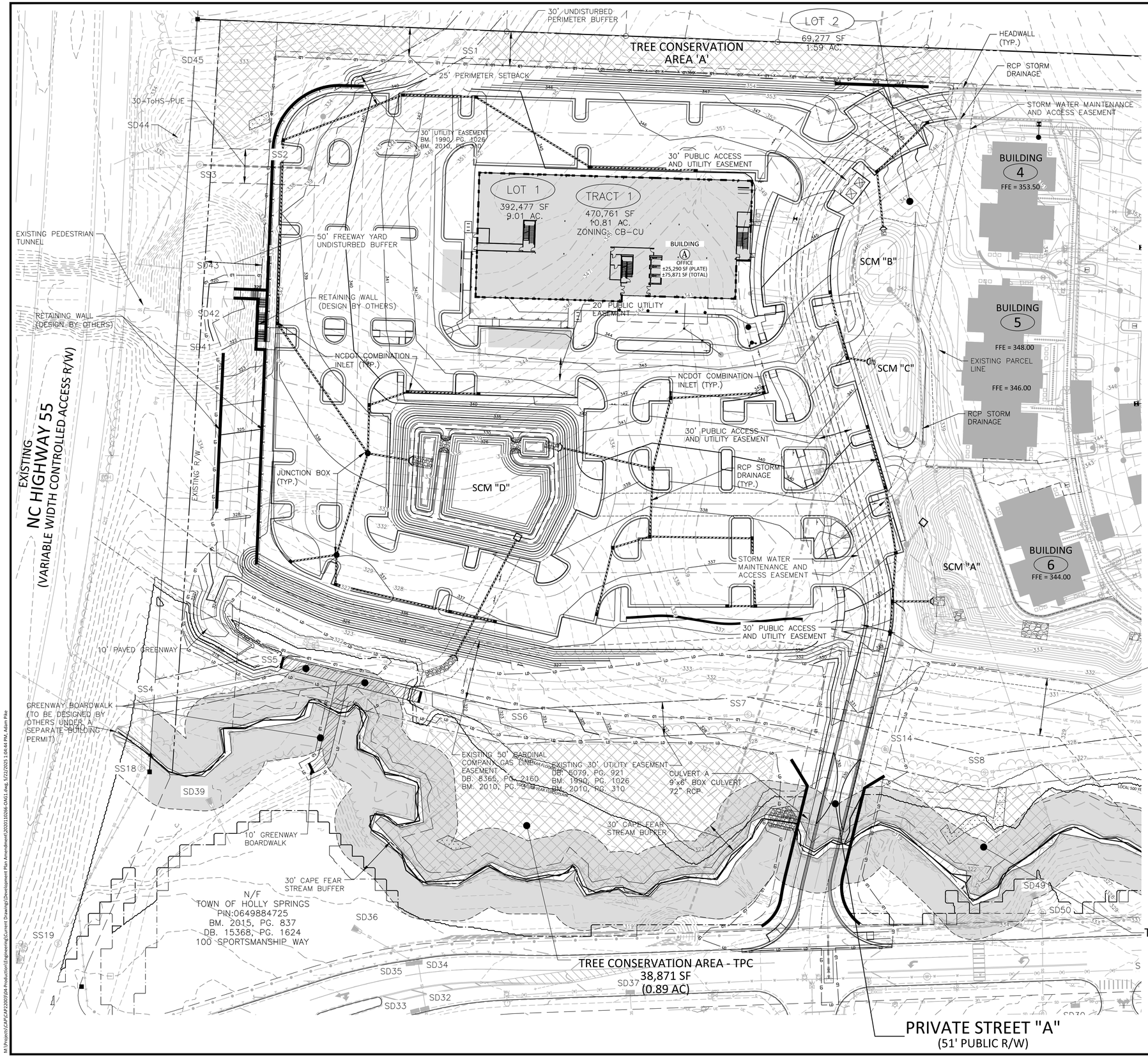

GRADING LEGEND

- FLARED END SECTION
- ENDWALL SECTION
- CATCH BASIN
- DROP INLET
- STORM SERVICE INLET
- STORM SERVICE ROOF-DRAIN
- JUNCTION BOX
- DRAINAGE FLOW ARROW
- LINE BREAK SYMBOL
- 250.50 / 250.00 — TOP & BOTTOM CURB ELEVATIONS
- TW=223.00 / BW=213.00 — TOP OF WALL ELEVATION / BOTTOM OF WALL ELEVATION (NOTE: BOTTOM OF WALL IS GROUND ELEVATION NOT WALL FOUNDATION)
- + 250.60 — SPOT ELEVATION
- STORM DRAINAGE
- STORM SERVICE LINE
- RD — RD — RD — ROOF DRAIN, 8" ADS NON-PERFORATED TUBING OR EQUAL 1.0% MIN. SLOPE 3' MIN. COVER PVC SCHEDULE 40 IN TRAFFIC AREAS
- TP — TP — TP — TREE PROTECTION FENCE
- LD — LD — LIMITS OF DISTURBANCE
- WOODED AREA
- 250 — MAJOR CONTOUR
- 252 — MINOR CONTOUR
- 250 — EXISTING MAJOR CONTOUR
- 252 — EXISTING MINOR CONTOUR
- EASEMENT LINE
- ACCESSIBLE PARKING AREA (2% MAX. SLOPE IN ALL DIRECTIONS)
- TC — TC — TC — TREE CONSERVATION AREA
- STREAM BUFFER

GRAPHIC SCALE
0 20 40 80
1 inch = 40 ft.

DISTURBED AREA = 8.20 AC.

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FILENAME	2020110266-OAG1
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DRAWN BY	CAW
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DATE	03.07.25

SHEET

OVERALL GRADING PLAN

C3.00

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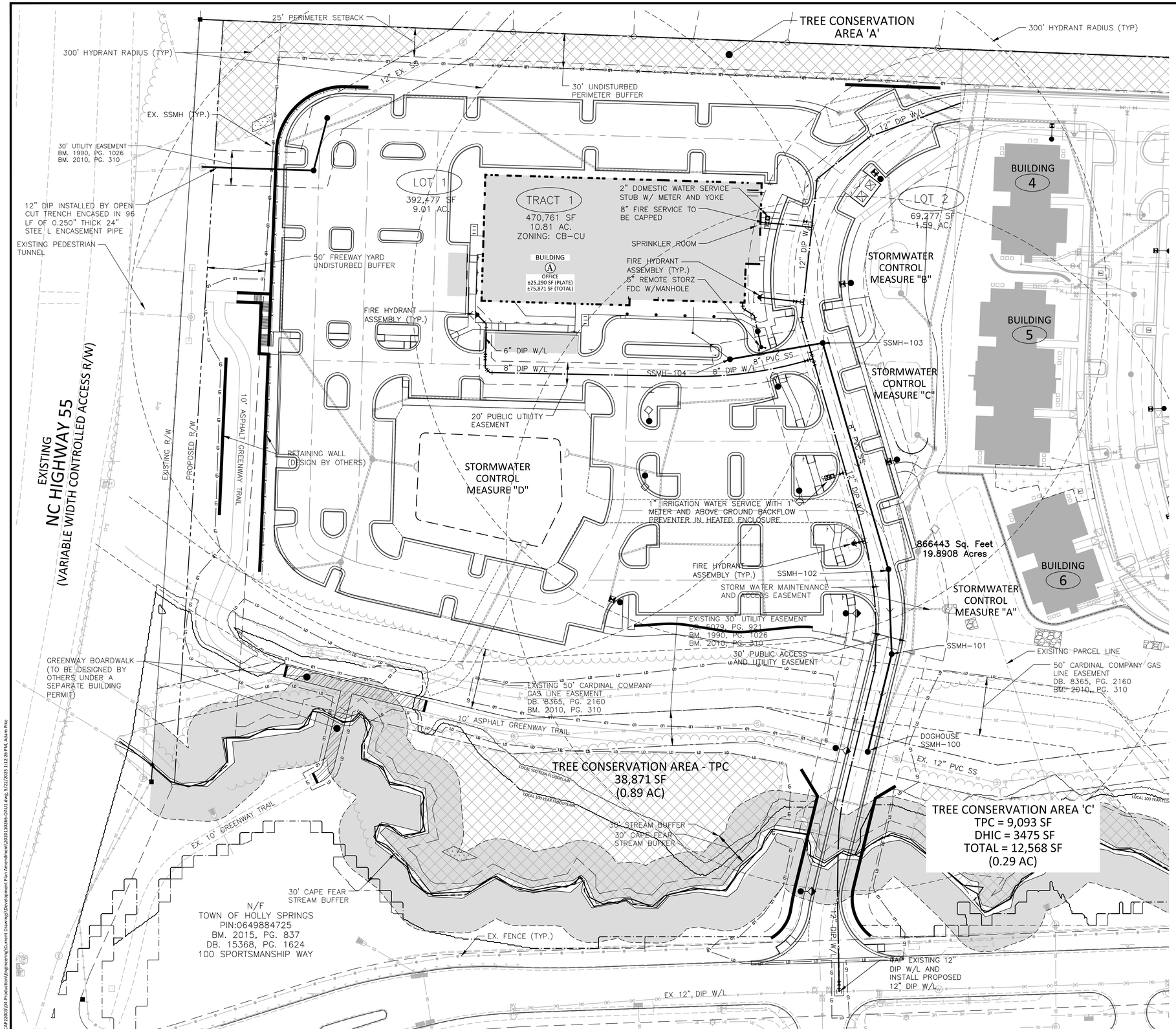

UTILITY LEGEND

- FIRE HYDRANT ASSEMBLY
- FIRE DEPARTMENT CONNECTION (FDC)
- WATER METER
- WATER VALVE
- POST INDICATOR VALVE (PIV)
- VALVE IN MANHOLE
- METER & VAULT
- BACKFLOW PREVENTER
- REDUCER
- PLUG
- BLOW-OFF ASSEMBLY
- SANITARY SEWER MANHOLE
- SEWER CLEAN-OUT
- GREASE TRAP
- SEWER FLOW DIRECTION ARROW
- YARD LIGHTS
- LIGHT POLE
- POWER POLE
- LINE BREAK SYMBOL
- WATERLINE
- WATER SERVICE LINE
- UTILITY SLEEVE
- SANITARY SEWER
- SEWER SERVICE LINE
- FM — FM — SEWER FORCE MAIN
- G — G — G — G — GAS LINE
- OU — OU — OVERHEAD UTILITY
- UE — UE — UNDERGROUND ELECTRIC
- T — T — T — T — TELEPHONE
- EASEMENT LINE

UTILITY NOTES:

1. ALL FDC'S SHALL BE INSTALLED IN ACCORDANCE WITH HSED&CS. THEY SHALL HAVE A 5" STORTZ CONNECTION.
2. WALL MOUNTED FDC'S ALLOWED ON A SINGLE STORY BUILDINGS ONLY. MULTISTORY BUILDINGS REQUIRE REMOTE FDC'S.
3. MIN. 6" ADDRESS/SUITE NUMBERS REQUIRED.
4. KNOX BOX REQUIRED AT RISER ROOM DOOR.
5. BACKFLOW PREVENTER FOR FIRE AND DOMESTIC SERVICE TO BE LOCATED INSIDE OF THE BUILDING. BACKFLOW PREVENTERS ARE TO BE RPZ.

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SHEET

OVERALL UTILITY PLAN

C4.00

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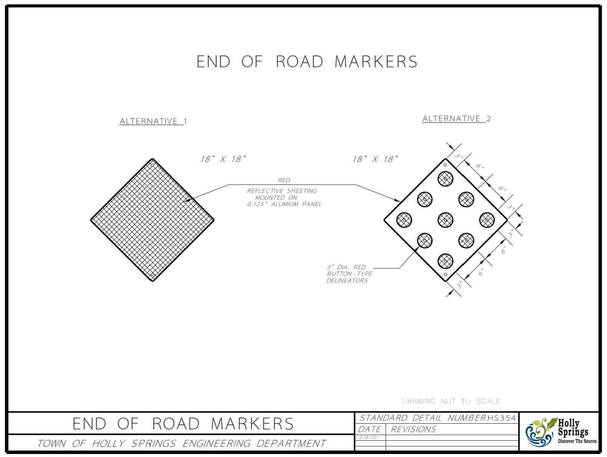
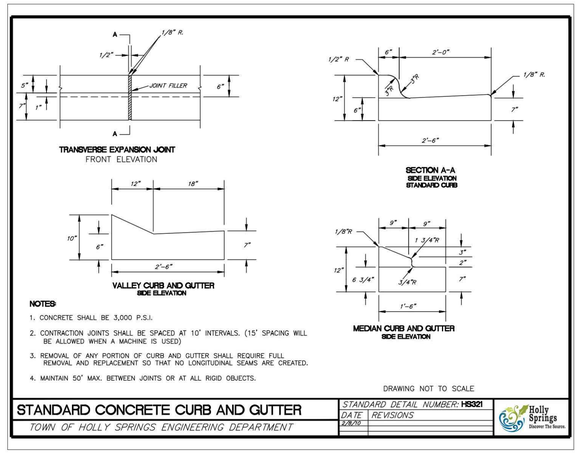
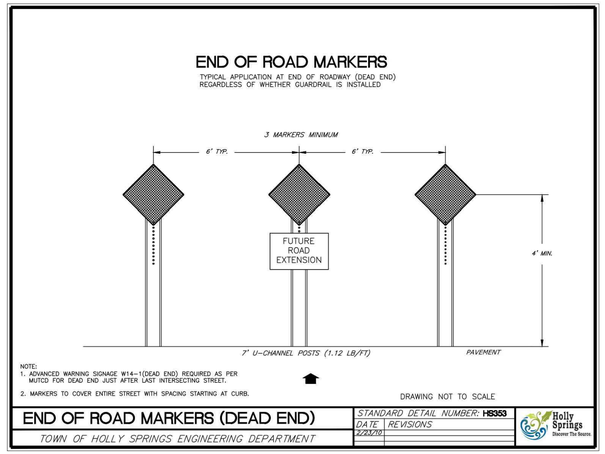
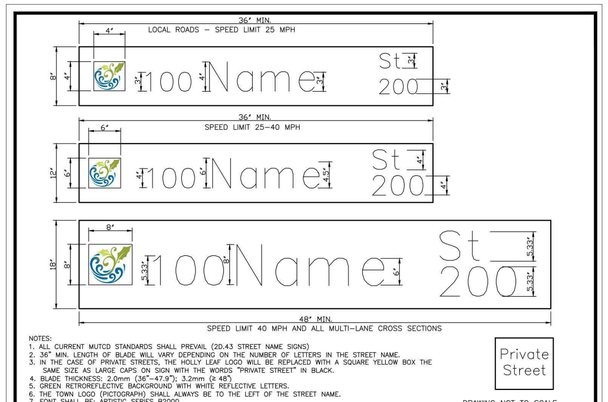
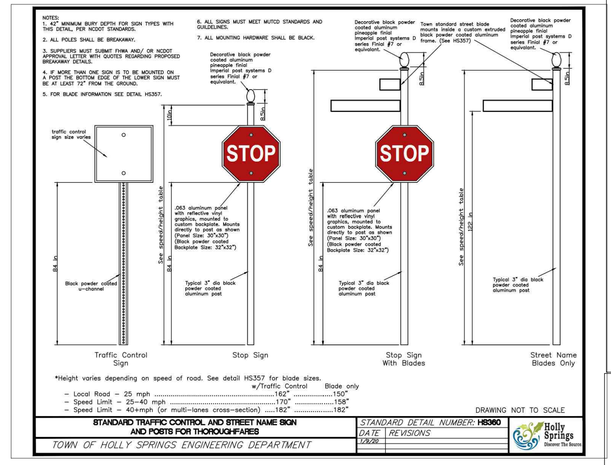
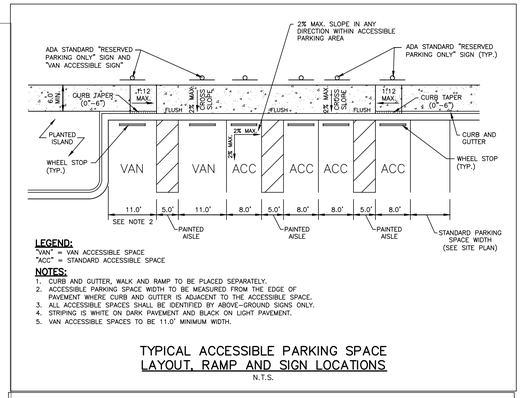


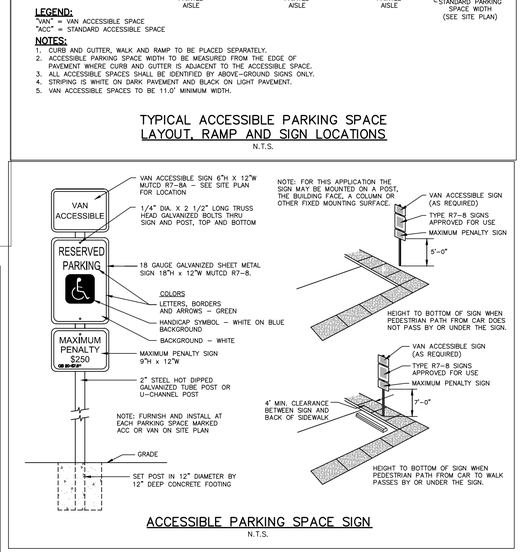


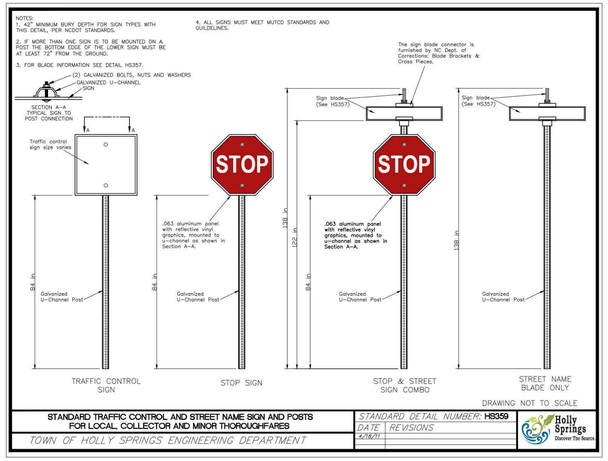




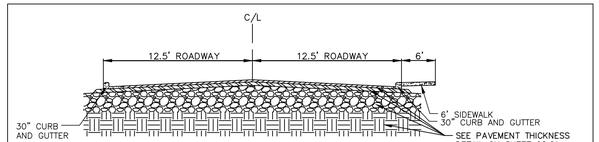


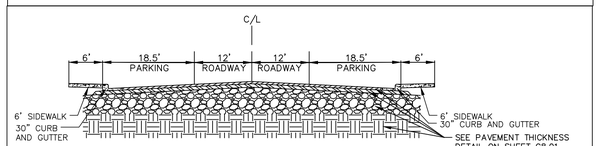






ALL TRAFFIC CONTROL AND STREET NAME SIGNS AND POSTS ALONG THOROUGHFARES SHALL FOLLOW TOWN STANDARD DETAIL HS360..





Master Architectural Plan
All building and structures, including building additions and accessory structures, shall comply with the provisions of the UDO Section 3.08 (Nonresidential and Mixed Use: Section 3.08, Architectural and Site Design Requirements for Commercial/Mixed Use Districts; or UDO Section 2.07 Architectural and Site Design Review) with appropriate variations introduced based on building type, scale/height to allow for architectural diversity and interest. The Master Architectural Plan does not supersede the requirements contained within UDO Section 3.08 or 2.07 but shall be used to reinforce common elements of design where specified.

Architectural Theme
In order to encourage creativity and uniqueness in architectural design and style, there shall be no specific architectural theme defined. The design and style of the buildings shall vary depending on the uses associated with them and their location within the Master Plan area.

Four–sided (360–degree) architecture shall be incorporated on all building elevations.

The use of prototype design shall be prohibited.

The architectural theme shall make use of both Continuity and Variation:
1. **Buildings shall be designed to have architectural continuity through the use of common building materials and finishes for metals as specified.**
2. **Variation is to be implemented to provide an appropriate design response for the building use through variations in floor heights, window sizes, and material selection.**
3. **Retail building located between housing and office building shall pull materials and colors from each building to help tie the site together to create a uniform development while allowing each use to have its own character.**

Nonresidential/Mixed Use Building Materials, Colors, Textures and Architecture

1. **Building Materials.**

Building Materials shall be subject to UDO Section 3.08 A. 1. c. (1) Building Materials, provided however that the following shall also apply:
- **(a) Building Material – Use of precast stone for building base with precast accents**
  - **a. Precast shall match or coordinate with other existing projects on site in color and texture.**
- **(a) Building Material – Use of anodized aluminum window frames**
- **(b) Parapet to be painted fiber cement or other coordinating material approved by the UDO.**
- **(c) All ground floor windows, and glass doors shall be clear glass. Spandrel glass on the ground floor may be allowed in areas where clear glass is not appropriate, provided that the color of the glass is a solid color black or gray.**

Residential Building Materials, Colors, Textures and Architecture.

1. **Building Materials**

Building materials shall be consistent with UDO Section 2.07

Mechanical Equipment
1. **Exterior wall mounted mechanical equipment (such as electrical boxes, electrical meters, etc.) shall be painted to match the primary façade of the building except when prohibited by federal, state, or local law or code.**
2. **Exterior wall mounted pipes, tubes, or other such materials shall be painted to match the primary building material except when prohibited by federal, state, or local law or code.**
3. **Roof mounted equipment to be screened from view at the ground elevation.**

Fencing
All fencing located between front building line and front lot lines shall be black ornamental fencing, see civil drawing C8.02 for style.
Fencing along rear lines to be chain link with black vinyl coating, see civil drawings for detail.

Pedestrian Crosswalk accent
Brick pattern to accent pedestrian crosswalks, see civil drawing C8.02 for style.

Planter boxes in public areas
Planters style to match that shown on L5.02

Site Lighting
Site lighting to be coordinated with Duke, see civil drawing C8.02 for styles. Color to be black or dark bronze.

Signage
Signs to be submitted in separate packages to the town but shall comply with UDO requirements for sizes and locations.

Additional Standards
Sign poles, sign pole bases and traffic bollards are to be black.

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NORTH CAROLINA PROFESSIONAL SEAL 036231 ENGINEER FRANK C. PIKE NOT FOR CONSTRUCTION

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DATE	03.07.25

SHEET

SITE DETAILS

C8.00

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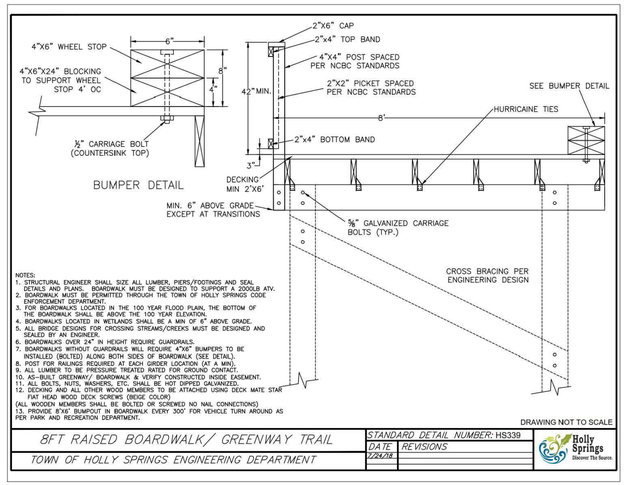
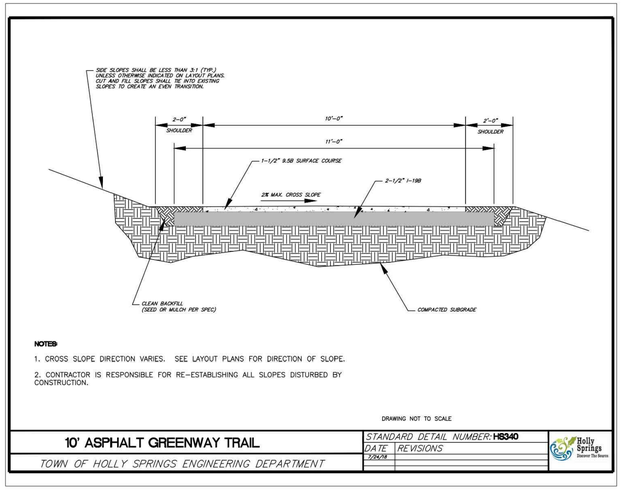
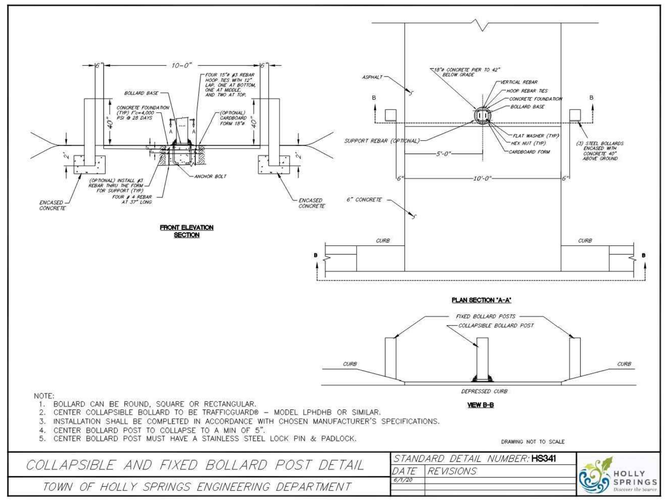
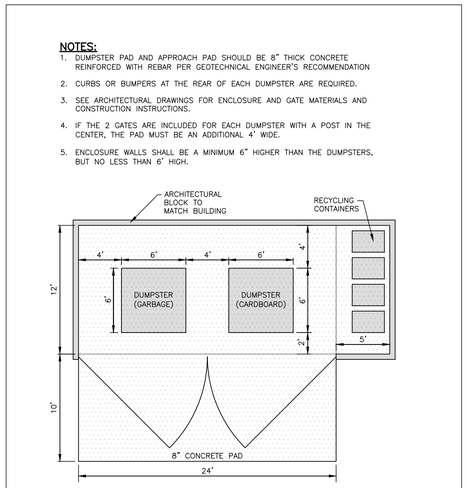


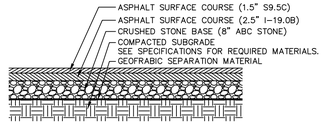






STANDARD DUMPSTER ENCLOSURE
N.T.S.

NOTE:
THE PAVEMENT SECTIONS SHOWN ARE PRELIMINARY. THE CONTRACTOR SHALL VERIFY PAVEMENT DESIGN WITH THE GEOTECHNICAL ENGINEER PRIOR TO PROCEEDING WITH CONSTRUCTION.



SUBGRADE COMPACTED TO A MINIMUM 98% STANDARD PROCTOR MAXIMUM DRY DENSITY (ASTM D 698) REFER TO SOILS REPORT IF AVAILABLE.

ON-SITE ASPHALT HEAVY DUTY TRAFFIC PAVEMENT DETAIL
N.T.S.

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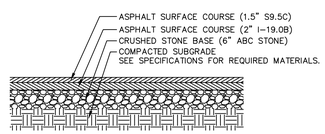


SUBGRADE COMPACTED TO A MINIMUM 98% STANDARD PROCTOR MAXIMUM DRY DENSITY (ASTM D 698) REFER TO SOILS REPORT IF AVAILABLE.

NOTE: THIS SUBDIVISION IS IN THE TRIASSIC BASIN. ALL ROADWAYS WILL BE REQUIRED TO MEET ALL SPECIAL DESIGN REQUIREMENTS AS OUTLINED IN THE ENGINEERING DESIGN AND CONSTRUCTION STANDARDS SECTION 3.02J.

ON-SITE ASPHALT PARKING PAVEMENT DETAIL
N.T.S.

PROPOSED MINIMUM PAVEMENT SECTIONS			
	FLEXIBLE PAVEMENT		RIGID PAVEMENT
MATERIAL	Heavy Duty	Light Duty	Heavy Duty
Portland Cement Concrete Air-Entrained (f'_c = 4000 psi)	-	-	5 in.
AC Surface Course HMA Superpave – 9.5mm	2.5 in	2 in	-
AC Base Course HMA Superpave – 19mm	-	-	-
Aggregate Base Course (ABC)	8 in	6 in	6 in

TOWN OF HOLLY SPRINGS HAS MORE STRIGENT REQUIREMENT THEN SPECIFIED IN THE GEOTECH REPORT. SEE HEAVY DUTY PAVEMENT SECTION DETAIL FOR REQUIRED THICKNESS TO BE USED.

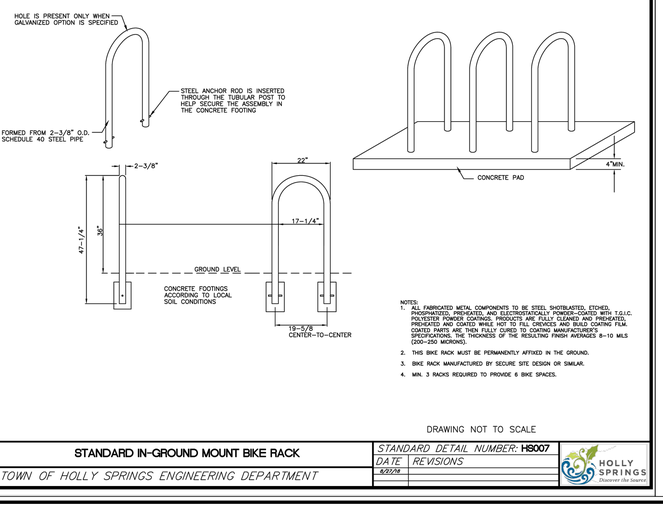


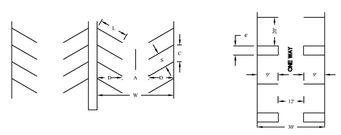
FIGURE 2

PARKING LOT STALL DIMENSIONS

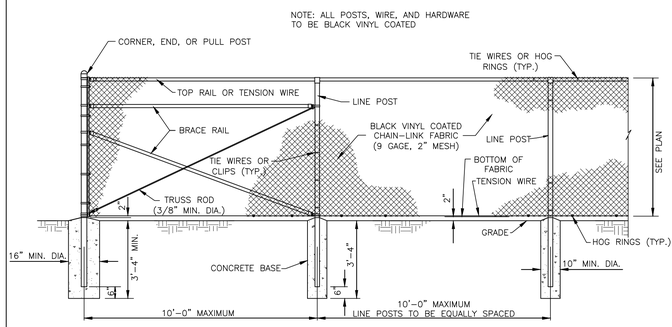
APPLICATION		(C) STALL WIDTH (Feet)	(C) STALL LENGTH (Feet)	(D) STALL DEPTH (Feet)	(L) LINEAR DEPTH (Feet)	(A) AISLE WIDTH (Feet)	(W) MODULE WIDTH (Feet)
DIMENSIONS FOR 90-DEGREE PARKING							
CUSTOMER high turnover	RECOMMENDED MINIMUM	10 9.5	10 9.5	18 18	18 18	24 25	60 61
CUSTOMER AND EMPLOYEE low turnover	RECOMMENDED STANDARD MINIMUM	10 9.5 9	10 9.5 9	18 18 18	18 18 18	23 24 25	59 60 61
DIMENSIONS FOR 60-DEGREE PARKING							
APPLICATION		(C) STALL WIDTH (Feet)	(C) STALL LENGTH (Feet)	(D) STALL DEPTH (Feet)	(L) LINEAR DEPTH (Feet)	(A) AISLE WIDTH (Feet)	(W) MODULE WIDTH (Feet)
CUSTOMER high turnover	RECOMMENDED MINIMUM	10 9.5	11.5 11	15.6 15.6	18 18	22.8 23.8	54 55
CUSTOMER AND EMPLOYEE low turnover	RECOMMENDED STANDARD MINIMUM	10 9.5 9	11.5 11 10.4	15.6 15.6 15.6	18 18 18	20.8 21.8 22.8	52 53 54
DIMENSIONS FOR 45-DEGREE PARKING							
APPLICATION		(C) STALL WIDTH (Feet)	(C) STALL LENGTH (Feet)	(D) STALL DEPTH (Feet)	(L) LINEAR DEPTH (Feet)	(A) AISLE WIDTH (Feet)	(W) MODULE WIDTH (Feet)
CUSTOMER high turnover	RECOMMENDED MINIMUM	10 9.5	14.1 13.4	12.7 12.7	18 18	22.6 22.6	48 48
CUSTOMER AND EMPLOYEE low turnover	RECOMMENDED STANDARD MINIMUM	10 9.5 9	14.1 13.4 12.7	12.7 12.7 12.7	18 18 18	21.6 22.6 23.6	47 48 49

PROVIDE 4'-6" OF SPACING BETWEEN ABUTTING PARKING BAYS

NOTE: C=S FOR 90 DEGREE PARKING
D=L FOR 90 DEGREE PARKING
L=18 FT (FACE TO CURB)



DRAWING NOT TO SCALE
PARKING LOT STALL DIMENSIONS
TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT
STANDARD DETAIL NUMBER: HS350
DATE 2/8/10
REVISIONS
Holly Springs Discover The Source.



NOTE:
GATES ARE TO BE A DURABLE MATERIAL (EXCLUDING WOOD) AND OPAQUE

CHAIN-LINK FENCE (BLACK VINYL COATED) DETAIL
N.T.S.

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1317 N MAIN COMMERCIAL TRACT DEVELPMENT PLAN
DEVELOPMENT PLANS - AMENDMENT #2
1317 NORTH MAIN STREET
HOLLY SPRINGS, NORTH CAROLINA 27540

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 036231 ADAM C. PIKE NOT RELEASED FOR CONSTRUCTION

REVISIONS

NO.	DATE	
1	04. 24. 2025	REVISED PER TOHS 1ST REVIEW COMMENTS
2	05. 22. 2025	REVISED PER TOHS 2ND REVIEW COMMENTS

PLAN INFORMATION

PROJECT NO.	CAP-22003
FILENAME	CAP22003-D1
CHECKED BY	ACP / MDS
DRAWN BY	MEM
SCALE	N.T.S.
DATE	03.07.25

SHEET
SITE DETAILS
C8.01

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

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DUKE ENERGY. PROGRESS

Outdoor Lighting

Enterprise LED

Illuminate streetscapes and pedestrian areas with the Enterprise LED. This sleek, energy-efficient fixture will add modern appeal to any neighborhood or park.

LED *(Light Emitting Diode)*	50 watts
Mounting heights	12', 13', 16'
Color	Black
Poles	Smooth round concrete Fluted concrete Fiberglass Decorative aluminum

For additional information, visit us at
duke-energy.com/OutdoorLighting
or call us toll free at **866.769.6417**.

DUKE ENERGY. PROGRESS

Outdoor Lighting

Sanibel LED

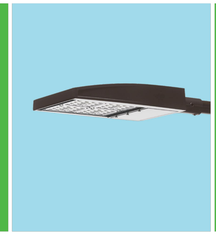
The beauty of the stylish Sanibel LED is its remarkable versatility. Its sleek simplicity, with a gently curved bracket that helps cast light downward, is at home virtually anywhere – from more formal traditional neighborhoods to beachfront communities and other casual locales.

LED *(Light Emitting Diode)*	75 watts, 150 watts
Mounting heights	12', 16', 29'
Color	Black
Pole	Smooth round concrete

For additional information, visit us at
duke-energy.com/OutdoorLighting
or call us toll free at **866.769.6417**.

Outdoor Lighting

Shoebox LED



The energy-efficient Shoebox LED combines a decorative, contemporary style with versatility and ample lighting effect that is perfect for streets, parking lots, commercial buildings and residential communities. The Shoebox LED provides excellent color rendition along with a controlled light pattern that reduces glare and keeps the light directed only where you want it. Available in black, dark bronze, gray or white with one to four fixtures per pole.

LED *(Light Emitting Diode)*	150, 220, 420, 530 watts
Mounting heights	25', 30', 35'
Colors	Black Bronze Gray White
Poles	Fiberglass *(1 or 2 fixtures per pole)* Decorative tapered metal Decorative square metal

Note: 35' pole available in black or bronze only.

For additional information, visit us at
duke-energy.com/OutdoorLighting
or call us toll free at **866.769.6417**.

DUKE ENERGY. PROGRESS

*BUILDING A **SMARTER** ENERGY FUTURE®*

Boulevard Screen wood planters are made with a robust FRP fiberglass liner to make a beautiful, long-lasting commercial grade wood planter. The planter integrates bracket pockets into the interior wall. Brackets mount to either a 3D trellis panel or laser-cut windscreen or privacy panel. Check with your salesperson for alternative shapes or sizes.

Boulevard Screen Wood Planters

Part. No.	Trellis Grid	Total Height to top of Screen	Exterior Size	Weight (lbs.)	Soil Volume (cubic ft.)	Matching Irrigation
BVX3-481824-78	3"	78"	48"L x 18"W x 24"H	143	10.5	CWM-R1620-2k
BVX6-481824-78	6"	78"	48"L x 18"W x 24"H	146	10.5	CWM-R1620-2k
BVX-481824-78	Use WXS screen	78"	48"L x 18"W x 24"H	129	10.5	CWM-R1620-2k
BVX3-482424-78	3"	78"	48"L x 24"W x 24"H	161	13	CWM-R1620-2k
BVX6-482424-78	6"	78"	48"L x 24"W x 24"H	164	13	CWM-R1620-2k
BVX-482424-78	Use WXS screen	78"	48"L x 24"W x 24"H	147	13	CWM-R1620-2k
BVX3-721824-78	3"	78"	72"L x 18"W x 24"H	190	15.5	CWM-R1620-3k
BVX6-721824-78	6"	78"	72"L x 18"W x 24"H	193	15.5	CWM-R1620-3k
BVX-721824-78	Use WXS screen	78"	72"L x 18"W x 24"H	169	15.5	CWM-R1620-3k
BVX3-722424-78	3"	78"	72"L x 24"W x 24"H	214	21.5	CWM-R1620-3k
BVX6-722424-78	6"	78"	72"L x 24"W x 24"H	217	21.5	CWM-R1620-3k
BVX-722424-78	Use WXS screen	78"	72"L x 24"W x 24"H	193	21.5	CWM-R1620-3k
BVX3-961824-78	3"	78"	96"L x 18"W x 24"H	242	21	CWM-R1620-4k
BVX6-961824-78	6"	78"	96"L x 18"W x 24"H	247	21	CWM-R1620-4k
BVX-961824-78	**Call for Information**	78"	96"L x 18"W x 24"H	214	21	CWM-R1620-4k
BVX3-962424-78	3"	78"	96"L x 24"W x 24"H	272	29	CWM-R1620-4k
BVX6-962424-78	6"	78"	96"L x 24"W x 24"H	277	29	CWM-R1620-4k
BVX-962424-78	**Call for Information**	78"	96"L x 24"W x 24"H	241	29	CWM-R1620-4k
BVX3-481836-90	3"	90"	48"L x 18"W x 36"H	198	16	CWM-R1620-2k
BVX6-481836-90	6"	90"	48"L x 18"W x 36"H	201	16	CWM-R1620-2k
BVX-481836-90	Use WXS screen	90"	48"L x 18"W x 36"H	184	16	CWM-R1620-2k
BVX3-721836-90	3"	90"	72"L x 18"W x 36"H	265	24	CWM-R1620-3k
BVX6-721836-90	6"	90"	72"L x 18"W x 36"H	268	24	CWM-R1620-3k
BVX-721836-90	Use WXS screen	90"	72"L x 18"W x 36"H	244	24	CWM-R1620-3k
BVX3-961836-90	3"	90"	96"L x 18"W x 36"H	338	31.5	CWM-R1620-4k
BVX6-961836-90	6"	90"	96"L x 18"W x 36"H	343	31.5	CWM-R1620-4k
BVX-961836-90	**Call for Information**	90"	96"L x 18"W x 36"H	310	31.5	CWM-R1620-4k
WXS-4848	Patterns 2, 3, 4, 6, 7, 8		48"L x 48"W	30-40	Wind screen or privacy panel	
WXS-7248	Patterns 2, 3, 4, 6, 7, 8		72"L x 48"W	45-60	Wind screen or privacy panel	

Note: For BVX versions 96" long with privacy screen, they are not 2 panels; please call for options.

4

Tournesol SITEWORKS

Echelon Plus

ORNAMENTAL ALUMINUM FENCE

Echelon Plus has taken the *quality and performance* of aluminum ornamental fencing to a higher level. The strength characteristics of the *reinforced rail and posts*, coupled with a *superior powder coat finish* make Echelon Plus the *most durable .75" ornamental picket product on the market.*

PRIMARY APPLICATIONS

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DECORATIVE PEDESTRIAN CROSSING
*ALL PEDESTRIAN CROSSINGS SHALL BE STAMPED ASPHALT, RED, IN DIAGONAL HERRINGBONE PATTERN OR SIMILAR APPROVED BY OWNER AND THE TOWN OF HOLLY SPRINGS

Stamped Asphalt
Cable Stamping
Patterns

Pattern: Diagonal Herringbone
Item No: CSTA-HBD
Brick size: 9.75" x 4.75" (24.75 cm x 12.0 cm)
Cable size: .325" (.825 cm)

Pattern Paving Products
1750 Hwy 160 West
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www.patternpaving.com

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PHONE: 919.233.9901

CAPITAL ASSOCIATES

1317 N MAIN COMMERCIAL TRACT DEVELOPMENT PLAN

DEVELOPMENT PLANS - AMENDMENT #2

1317 NORTH MAIN STREET
HOLLY SPRINGS, NORTH CAROLINA 27540

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 036231 ADAM C. PIKE — NOT FOR CONSTRUCTION

REVISIONS

NO.	DATE	
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PLAN INFORMATION

PROJECT NO.	CAP-22003
FILENAME	CAP22003-D1
CHECKED BY	ACP / MDS
DRAWN BY	MEM
SCALE	N.T.S.
DATE	03.07.25

SHEET

SITE DETAILS

C8.02

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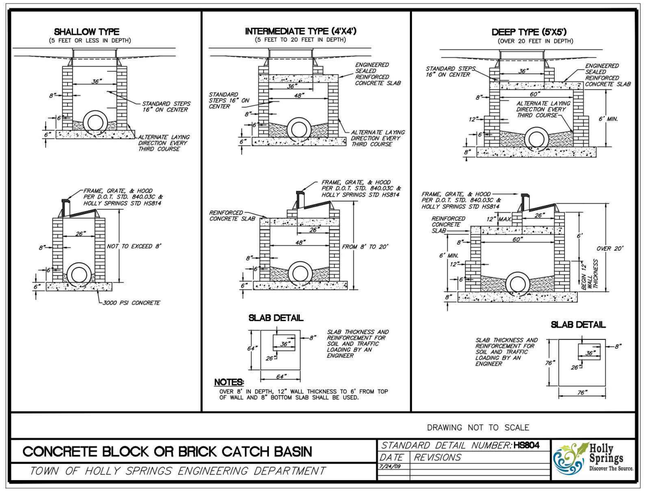
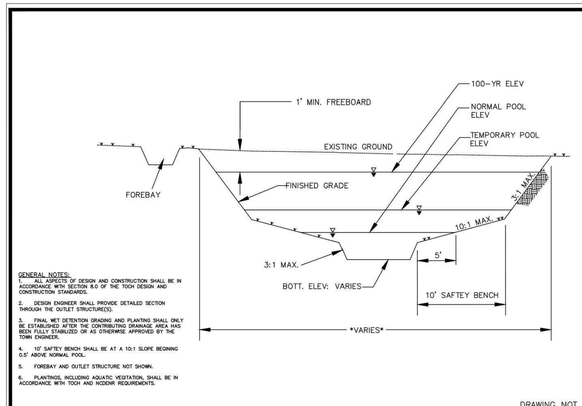


DRAWING NOT TO SCALE

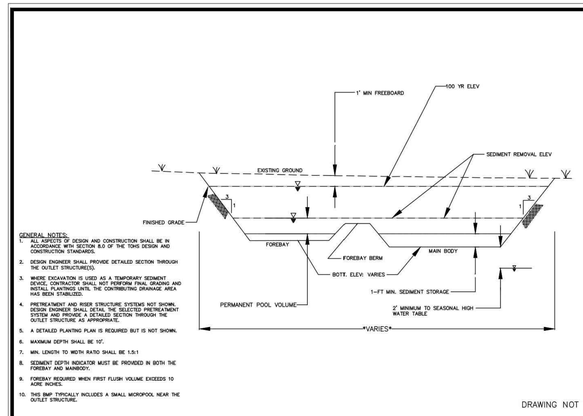
CONCRETE BLOCK OR BRICK CATCH BASIN	STANDARD DETAIL NUMBER: HS804
TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT	DATE / REVISIONS: 7/24/09



DRAWING NOT TO SCALE

FOR REFERENCE ONLY – DESIGN ENGINEER SHALL PROVIDE PROJECT SPECIFIC TYPICAL SECTIONS AND DETAILS ON PLANS

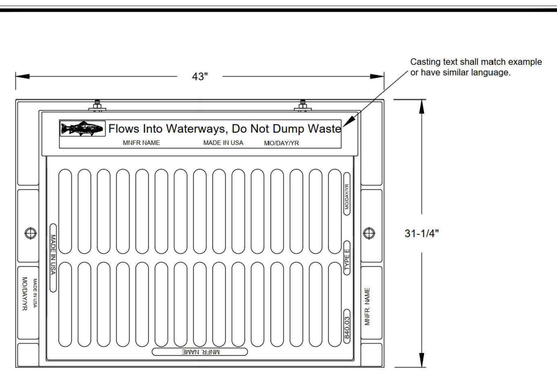
TYPICAL WET DETENTION BASIN SECTION	STANDARD DETAIL NUMBER: HS811
TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT	DATE / REVISIONS: 7/24/09



DRAWING NOT TO SCALE

FOR REFERENCE ONLY – DESIGN ENGINEER SHALL PROVIDE PROJECT SPECIFIC TYPICAL SECTIONS AND DETAILS ON PLANS

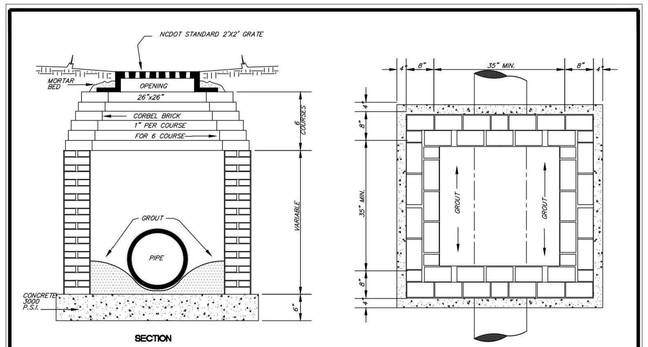
TYPICAL DRY DETENTION BASIN SECTION	STANDARD DETAIL NUMBER: HS813
TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT	DATE / REVISIONS: 7/24/09



MUST MEET NCDOT STANDARDS
ROADWAY STANDARD DRAWING 840.03

DRAWING NOT TO SCALE

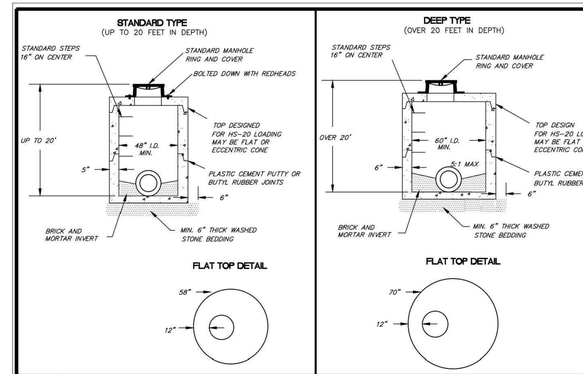
STANDARD FRAME LABEL FOR CATCH BASIN	STANDARD DETAIL NUMBER: HS814
TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT	DATE / REVISIONS: 7/24/09



NOTES:
1. EITHER SOLID BRICK, SOLID BLOCK OR PRECAST CONCRETE MAY BE USED.
2. FOR 24" R.C.P. AND LARGER USE PIPE DIA. PLUS 12" FOR MINIMUM INSIDE DIMENSION.
3. GRATED INLETS SHALL NOT BE USED WITHIN TRAVEL AREAS WITHOUT APPROVAL OF DIRECTOR OF ENGINEERING.
4. STANDARD STEPS REQUIRED @ 16" O.C. WHERE DEPTH EXCEEDS 3'.

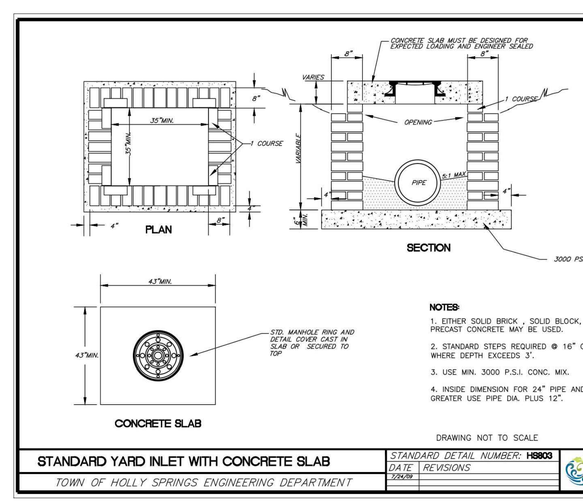
DRAWING NOT TO SCALE

STANDARD YARD INLET WITH GRATE AND FRAME	STANDARD DETAIL NUMBER: HS802
TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT	DATE / REVISIONS: 7/24/09



DRAWING NOT TO SCALE

PRECAST CONCRETE MANHOLE STORM DRAINAGE JUNCTION BOX	STANDARD DETAIL NUMBER: HS801
TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT	DATE / REVISIONS: 7/24/09



NOTES:
1. EITHER SOLID BRICK , SOLID BLOCK, OR PRECAST CONCRETE MAY BE USED.
2. STANDARD STEPS REQUIRED @ 16" O.C. WHERE DEPTH EXCEEDS 3'.
3. USE MIN. 3000 P.S.I. CONC. MIX.
4. INSIDE DIMENSION FOR 24" PIPE AND GREATER USE PIPE DIA. PLUS 12".

DRAWING NOT TO SCALE

STANDARD YARD INLET WITH CONCRETE SLAB	STANDARD DETAIL NUMBER: HS803
TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT	DATE / REVISIONS: 7/24/09

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1317 N MAIN COMMERCIAL TRACT DEVELPMENT PLAN

DEVELOPMENT PLANS - AMENDMENT #2

1317 NORTH MAIN STREET
HOLLY SPRINGS, NORTH CAROLINA 27540

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 036231 ENGINEER ADAM C. PIKE
NOT FOR CONSTRUCTION UNTIL FINAL REGISTRATION

REVISIONS

NO.	DATE	
1	04. 24. 2025	REVISED PER TOHS 1ST REVIEW COMMENTS
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PLAN INFORMATION

PROJECT NO.	CAP-22003
FILENAME	CAP22003-D1
CHECKED BY	ACP / MDS
DRAWN BY	CAW
SCALE	N.T.S.
DATE	03.07.25

SHEET

STORM DETAILS

C8.03

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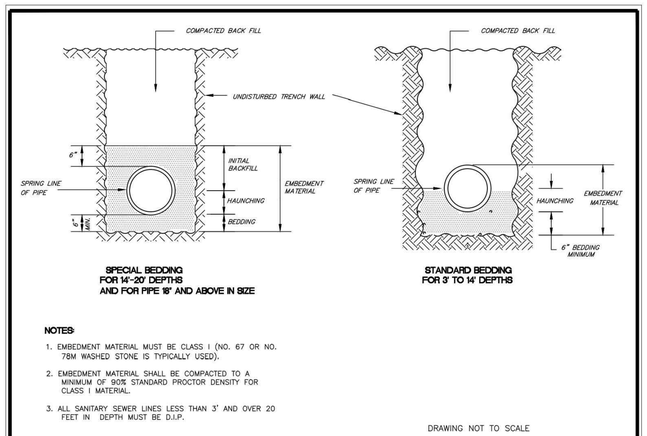


SPECIAL BEDDING FOR 14'-20' DEPTHS AND FOR PIPE 18" AND ABOVE IN SIZE

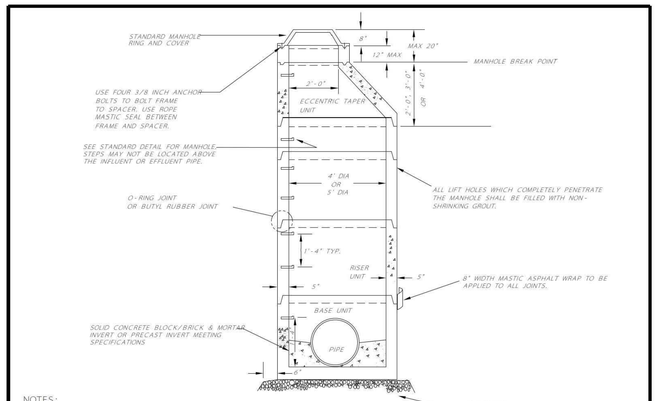
STANDARD BEDDING FOR 3' TO 14' DEPTHS

NOTES:

1. EMBEDMENT MATERIAL MUST BE CLASS I (NO. 67 OR NO. 78M WASHED STONE IS TYPICALLY USED).
2. EMBEDMENT MATERIAL SHALL BE COMPACTED TO A MINIMUM OF 90% STANDARD PROCTOR DENSITY FOR CLASS I MATERIAL.
3. ALL SANITARY SEWER LINES LESS THAN 3' AND OVER 20 FEET IN DEPTH MUST BE D.I.P.

DRAWING NOT TO SCALE

BEDDING FOR FLEXIBLE AND SEMI-RIGID SANITARY SEWER PIPE	STANDARD DETAIL NUMBER: HS703
TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT	DATE / REVISIONS: 1/24/08

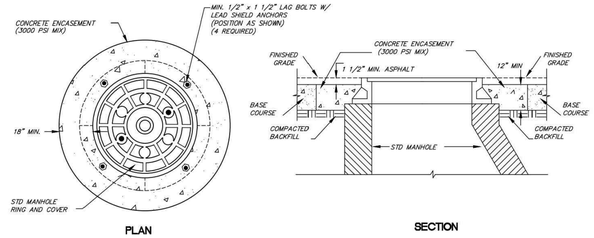


NOTES:

1. ANY MANHOLE OVER 20' IN DEPTH SHALL BE 5' IN DIAMETER.
2. NO FLAT TOPS ALLOWED.

DRAWING NOT TO SCALE

STANDARD PRECAST CONCRETE MANHOLE	STANDARD DETAIL NUMBER: HS706
TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT	DATE / REVISIONS

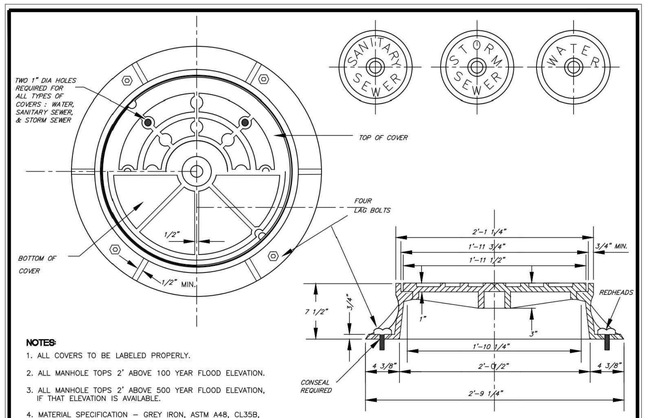


NOTES:

1. ALL MANHOLE COVERS TO HAVE 2 HOLES ONLY.
2. USE SOLID LID ON ALL MANHOLES LOCATED IN LOW AREAS OF ROAD PROFILE.
3. MANHOLE RING TO BE BOLTED AS SHOWN W/ROPE MASTIC SEAL BETWEEN FRAME AND SPACER.
4. DOMESTIC MADE IN USA AND MEET H2O LOADING NCDOT NO 840.54.

DRAWING NOT TO SCALE

STANDARD MANHOLE RING AND COVER ENCASEMENT FOR MANHOLES LOCATED IN PAVED AREAS	STANDARD DETAIL NUMBER: HS710
TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT	DATE / REVISIONS: 1/24/08

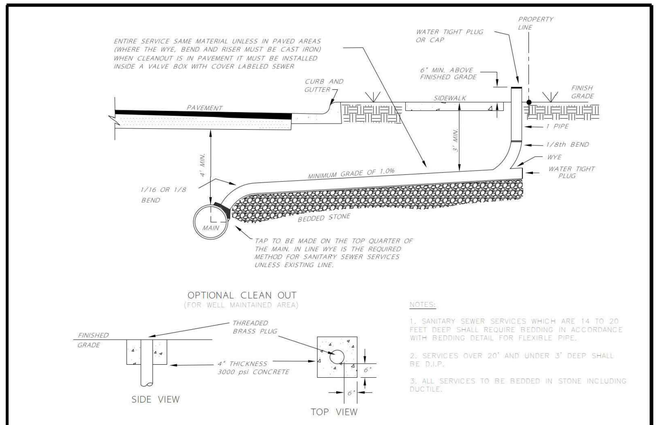


NOTES:

1. ALL COVERS TO BE LABELED PROPERLY.
2. ALL MANHOLE TOPS 2' ABOVE 100 YEAR FLOOD ELEVATION.
3. ALL MANHOLE TOPS 2' ABOVE 500 YEAR FLOOD ELEVATION, IF THAT ELEVATION IS AVAILABLE.
4. MATERIAL SPECIFICATION – GREY IRON, ASTM A48, CL35B, MADE IN USA.

DRAWING NOT TO SCALE

STANDARD MANHOLE RING AND COVER FOR OUTSIDE OF PAVEMENT	STANDARD DETAIL NUMBER: HS711
TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT	DATE / REVISIONS: 1/24/08

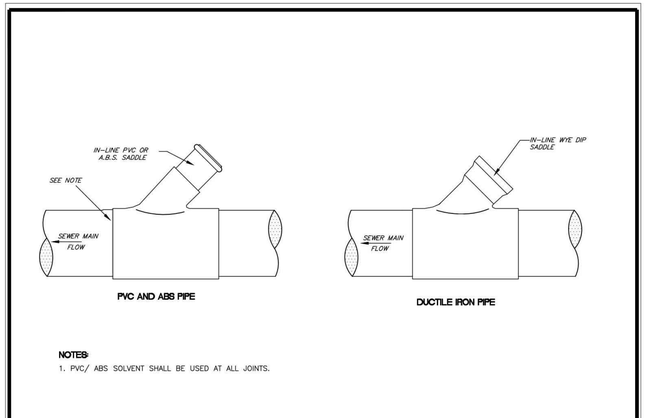


NOTES:

1. SANITARY SEWER SERVICES WHICH ARE 14 TO 20 FEET DEEP SHALL REQUIRE BEDDING IN ACCORDANCE WITH BEDDING DETAIL FOR FLEXIBLE PIPE.
2. SERVICES OVER 20' AND UNDER 3' DEEP SHALL BE D.I.P.
3. ALL SERVICES TO BE BEDDED IN STONE INCLUDING DUCTILE.

DRAWING NOT TO SCALE

STANDARD SANITARY SEWER TAP AND SERVICE	STANDARD DETAIL NUMBER: HS715
TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT	DATE / REVISIONS: 1/24/08

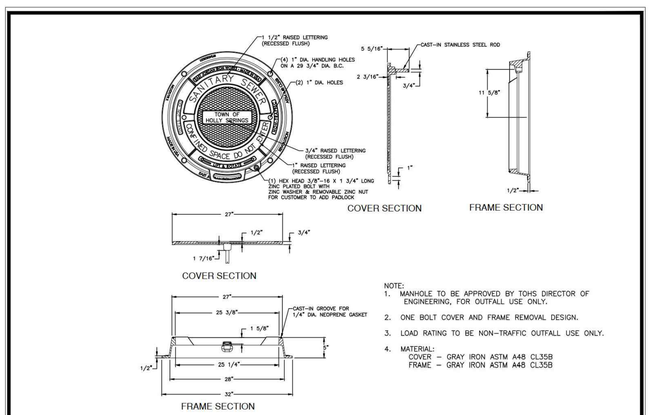


NOTES:

1. PVC/ ABS SOLVENT SHALL BE USED AT ALL JOINTS.

DRAWING NOT TO SCALE

STANDARD SANITARY SEWER LATERAL CONNECTIONS FOR NEW LINES	STANDARD DETAIL NUMBER: HS716
TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT	DATE / REVISIONS: 1/24/08

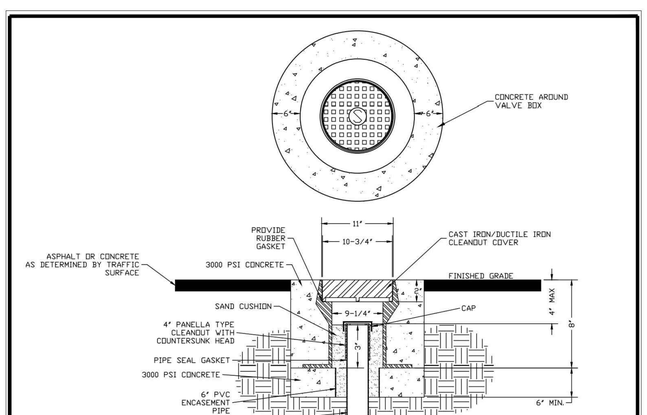


NOTE:

1. MANHOLE TO BE APPROVED BY TOHS DIRECTOR OF ENGINEERING, FOR OUTFALL USE ONLY.
2. ONE BOLT COVER AND FRAME REMOVAL DESIGN.
3. LOAD RATING TO BE NON-TRAFFIC OUTFALL USE ONLY.
4. MATERIAL:
   COVER – GRAY IRON ASTM A48 CL35B
   FRAME – GRAY IRON ASTM A48 CL35B

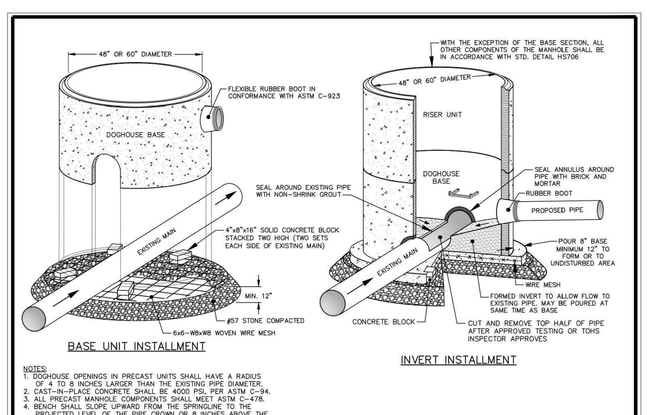
DRAWING NOT TO SCALE

MANHOLE COVER & FRAME FOR OUTFALLS	STANDARD DETAIL NUMBER: HS722
TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT	DATE / REVISIONS: 1/24/08



DRAWING NOT TO SCALE

SEWER MINI-MANHOLE CLEANOUT COVER ASSEMBLY FOR TRAFFIC AREA	STANDARD DETAIL NUMBER: HS723
TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT	DATE / REVISIONS: 1/24/08



NOTES:

1. DOGHOUSE OPENINGS IN PRECAST UNITS SHALL HAVE A RADIUS OF 4 TO 8 INCHES LARGER THAN THE EXISTING PIPE DIAMETER.
2. CAST-IN-PLACE CONCRETE SHALL BE 4000 PSI, PER ASTM C-94.
3. ALL PRECAST MANHOLE COMPONENTS SHALL MEET ASTM C-478.
4. BENCH SHALL SLOPE UPWARD FROM THE SPRINGLINE TO THE PROJECTED LEVEL OF THE PIPE CROWN OR 8 INCHES ABOVE THE SPRINGLINE, WHICHEVER IS LESS.

DRAWING NOT TO SCALE

STANDARD PRECAST CONCRETE DOGHOUSE MANHOLE	STANDARD DETAIL NUMBER: HS728
TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT	DATE / REVISIONS: 1/25/19

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CAPITAL ASSOCIATES

1317 N MAIN COMMERCIAL TRACT DEVELPMENT PLAN

DEVELOPMENT PLANS - AMENDMENT #2

1317 NORTH MAIN STREET
HOLLY SPRINGS, NORTH CAROLINA 27540

NORTH CAROLINA PROFESSIONAL SEAL 036231 ENGINEER ADAM C. PIKE
NOT FOR CONSTRUCTION

REVISIONS

NO.	DATE	
1	04. 24. 2025	REVISED PER TOHS 1ST REVIEW COMMENTS
2	05. 22. 2025	REVISED PER TOHS 2ND REVIEW COMMENTS

PLAN INFORMATION

PROJECT NO.	CAP-22003
FILENAME	CAP22003-D1
CHECKED BY	ACP / MDS
DRAWN BY	CAW
SCALE	N.T.S.
DATE	03.07.25

SHEET

SEWER DETAILS

C8.04

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

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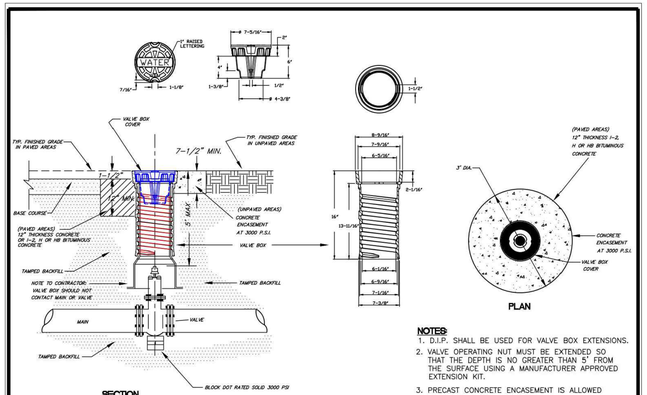


NOTES:

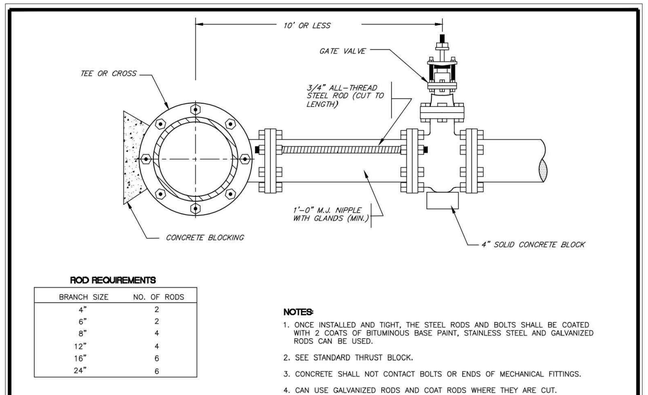
1. D.I.P. SHALL BE USED FOR VALVE BOX EXTENSIONS.
2. VALVE OPERATING NUT MUST BE EXTENDED SO THAT THE DEPTH IS NO GREATER THAN 5' FROM THE SURFACE USING A MANUFACTURER APPROVED EXTENSION KIT.
3. PRECAST CONCRETE ENCASEMENT IS ALLOWED OUTSIDE OF PAVED AREAS.
4. DOMESTIC MADE IN USA.

DRAWING NOT TO SCALE

STANDARD VALVE BOX INSTALLATION

TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT

STANDARD DETAIL NUMBER: HS601	
DATE	REVISIONS
8/4/17	



ROD REQUIREMENTS

BRANCH SIZE	NO. OF RODS
4"	2
6"	2
8"	4
12"	4
16"	6
24"	6

NOTES:

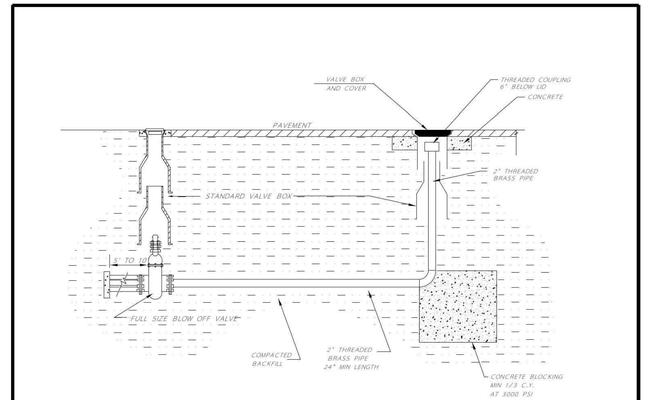
1. ONCE INSTALLED AND TIGHT, THE STEEL RODS AND BOLTS SHALL BE COATED WITH 2 COATS OF BITUMINOUS BASE PAINT, STAINLESS STEEL AND GALVANIZED RODS CAN BE USED.
2. SEE STANDARD THRUST BLOCK.
3. CONCRETE SHALL NOT CONTACT BOLTS OR ENDS OF MECHANICAL FITTINGS.
4. CAN USE GALVANIZED RODS AND COAT RODS WHERE THEY ARE CUT.

DRAWING NOT TO SCALE

STANDARD VALVE RODDING

TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT

STANDARD DETAIL NUMBER: HS603	
DATE	REVISIONS
7/24/09	

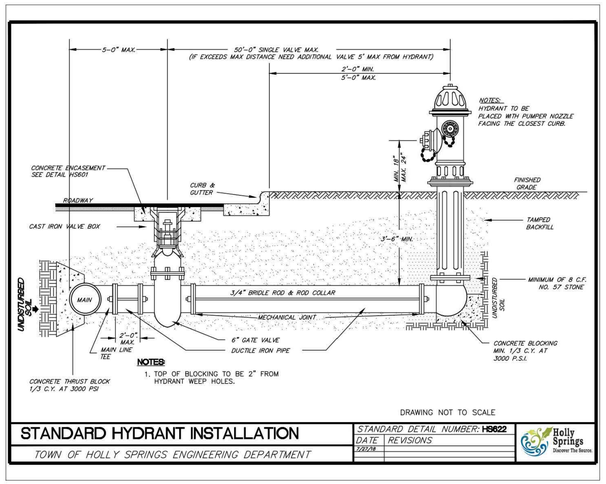


DRAWING NOT TO SCALE

TEMPORARY BLOW-OFF ASSEMBLY

TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT

STANDARD DETAIL NUMBER: HS605	
DATE	REVISIONS
7/24/09	



NOTES:

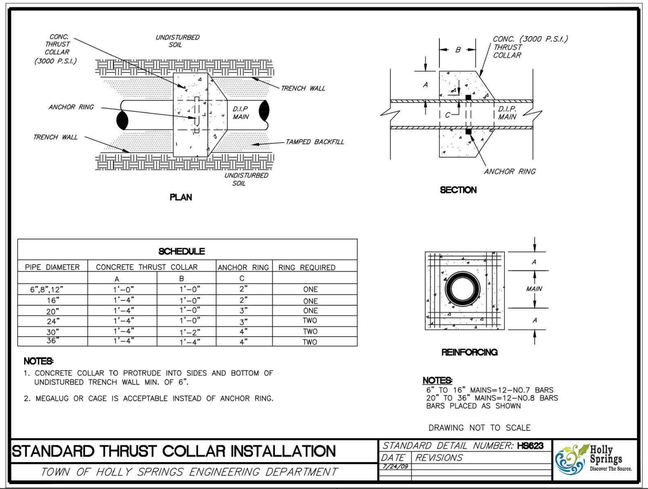
1. TOP OF BLOCKING TO BE 2" FROM HYDRANT WEEP HOLES.

DRAWING NOT TO SCALE

STANDARD HYDRANT INSTALLATION

TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT

STANDARD DETAIL NUMBER: HS622	
DATE	REVISIONS
7/09/18	



SCHEDULE

PIPE DIAMETER	CONCRETE THRUST COLLAR A	B	ANCHOR RING C	RING REQUIRED
6",8",12"	1'-0"	1'-0"	2"	ONE
16"	1'-4"	1'-0"	2"	ONE
20"	1'-4"	1'-0"	3"	ONE
24"	1'-4"	1'-0"	3"	TWO
30"	1'-4"	1'-2"	4"	TWO
36"	1'-4"	1'-4"	4"	TWO

NOTES:

1. CONCRETE COLLAR TO PROTRUDE INTO SIDES AND BOTTOM OF UNDISTURBED TRENCH WALL MIN. OF 6".
2. MEGALUG OR CAGE IS ACCEPTABLE INSTEAD OF ANCHOR RING.

NOTES:

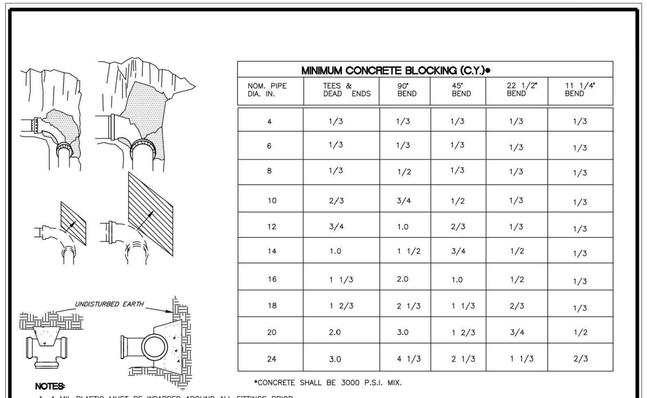
6" TO 16" MAINS=12-NO.7 BARS
20" TO 36" MAINS=12-NO.8 BARS
BARS PLACED AS SHOWN

DRAWING NOT TO SCALE

STANDARD THRUST COLLAR INSTALLATION

TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT

STANDARD DETAIL NUMBER: HS623	
DATE	REVISIONS
7/24/09	



NOTES:

1. 4 MIL PLASTIC MUST BE WRAPPED AROUND ALL FITTINGS PRIOR TO POURING CONCRETE.
2. NO CONCRETE SHALL COVER BOLTS OR GLANDS.

MINIMUM CONCRETE BLOCKING (C.Y.)*

NOM. PIPE DIA. IN.	TEES & DEAD ENDS	90° BEND	45° BEND	22 1/2° BEND	11 1/4° BEND
4	1/3	1/3	1/3	1/3	1/3
6	1/3	1/3	1/3	1/3	1/3
8	1/3	1/2	1/3	1/3	1/3
10	2/3	3/4	1/2	1/3	1/3
12	3/4	1.0	2/3	1/3	1/3
14	1.0	1 1/2	3/4	1/2	1/3
16	1 1/3	2.0	1.0	1/2	1/3
18	1 2/3	2 1/3	1 1/3	2/3	1/3
20	2.0	3.0	1 2/3	3/4	1/2
24	3.0	4 1/3	2 1/3	1 1/3	2/3

*CONCRETE SHALL BE 3000 P.S.I. MIX.

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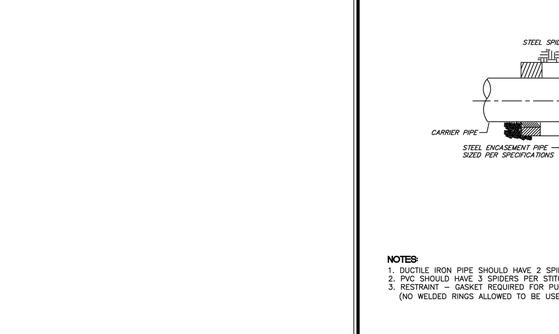
STANDARD REACTION BLOCKING

TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT

STANDARD DETAIL NUMBER: HS624	
DATE	REVISIONS
7/24/09	



NOTES:

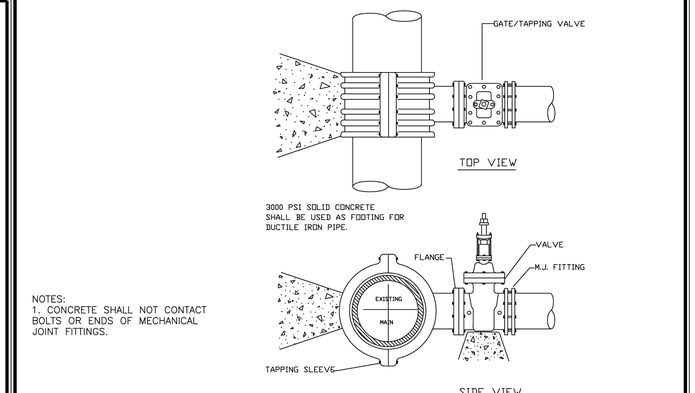
1. DUCTILE IRON PIPE SHOULD HAVE 2 SPIDERS PER STITCH OF PIPE.
2. PVC SHOULD HAVE 3 SPIDERS PER STITCH OF PIPE.
3. RESTRAINT – GASKET REQUIRED FOR PUSH ON JOINT PIPE. (NO WELDED RINGS ALLOWED TO BE USED FOR RESTRAINT)

DRAWING NOT TO SCALE

WATER BORE + JACK DETAIL

TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT

STANDARD DETAIL NUMBER: HS608	
DATE	REVISIONS
7/24/18	



NOTES:
1. CONCRETE SHALL NOT CONTACT BOLTS OR ENDS OF MECHANICAL JOINT FITTINGS.

DRAWING NOT TO SCALE

4" – 24" STANDARD TAPPING SLEEVE AND VALVE ASSEMBLY

TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT

STANDARD DETAIL NUMBER: HS628	
DATE	REVISIONS
8/28/19	

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CAPITAL ASSOCIATES

1317 N MAIN COMMERCIAL TRACT DEVELOPMENT PLAN

DEVELOPMENT PLANS - AMENDMENT #2

1317 NORTH MAIN STREET
HOLLY SPRINGS, NORTH CAROLINA 27540

NORTH CAROLINA PROFESSIONAL SEAL 036231 ENGINEER ADAM C. PIKE
NOT FOR CONSTRUCTION

REVISIONS

NO.	DATE	
1	04. 24. 2025	REVISED PER TOHS 1ST REVIEW COMMENTS
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PLAN INFORMATION

PROJECT NO.	CAP-22003
FILENAME	CAP22003-D1
CHECKED BY	ACP / MDS
DRAWN BY	CAW
SCALE	N.T.S.
DATE	03.07.25

SHEET

WATER DETAILS

C8.05

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

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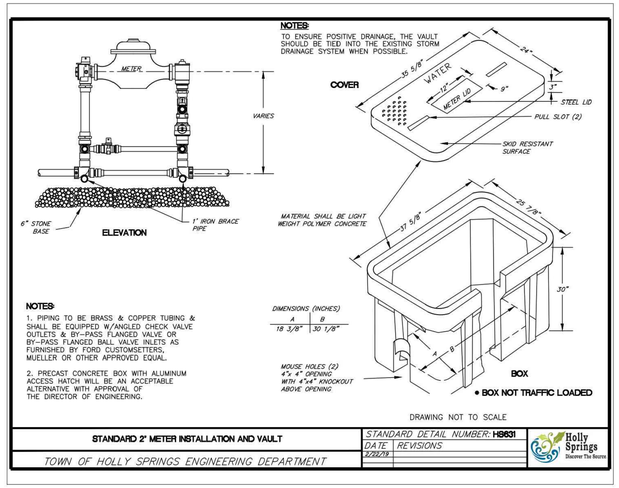
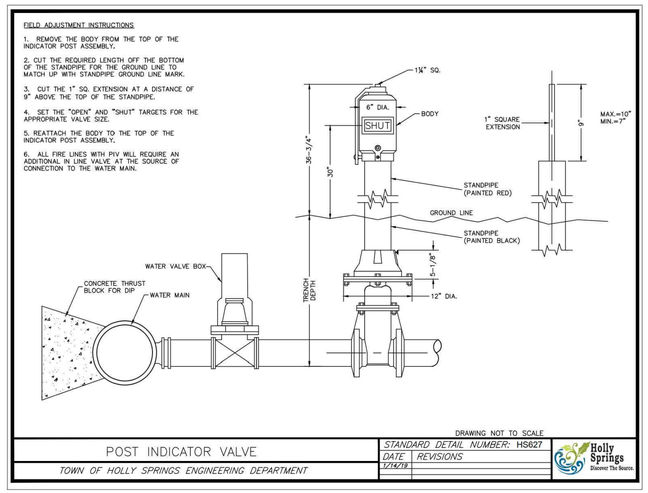


STANDARD 2" METER INSTALLATION AND VAULT

TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT

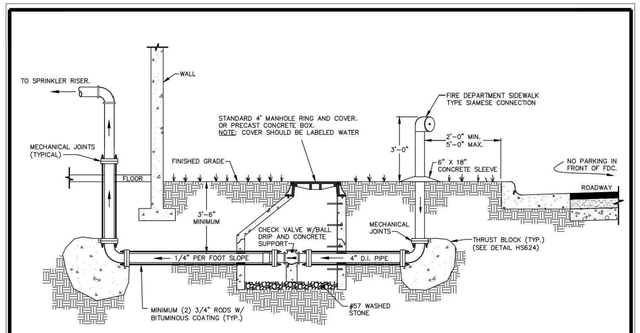
STANDARD DETAIL NUMBER: HS631	
DATE	REVISIONS
2/28/18	



POST INDICATOR VALVE

TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT

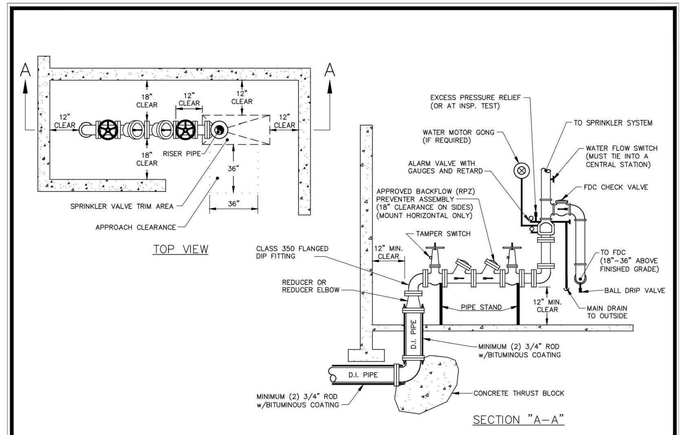
STANDARD DETAIL NUMBER: HS627	
DATE	REVISIONS
1/24/19	



STANDARD DETACHED FDC CONNECTION

TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT

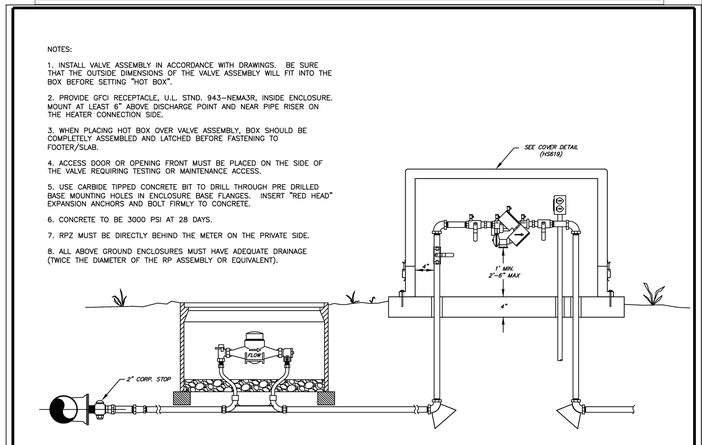
STANDARD DETAIL NUMBER: HS625	
DATE	REVISIONS
5/8/15	



STANDARD SPRINKLER RISER

TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT

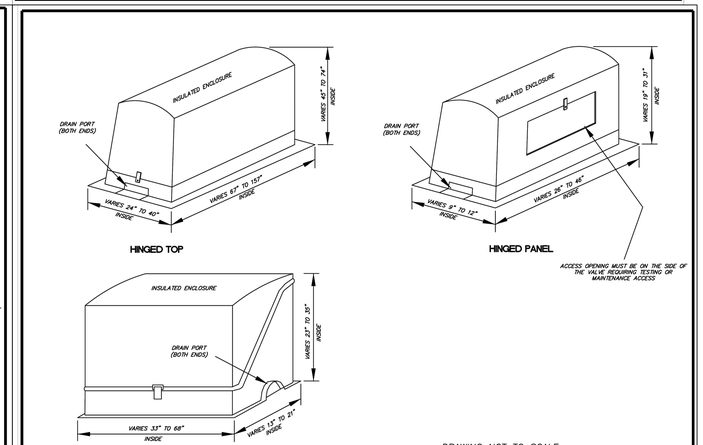
STANDARD DETAIL NUMBER: HS626	
DATE	REVISIONS
1/24/19	



RPZ INSTALLATION FOR COMMERCIAL IRRIGATION METERS

TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT

STANDARD DETAIL NUMBER: HS618	
DATE	REVISIONS
7/24/19	



OUTDOOR RPZ SERVICES COVER

TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT

STANDARD DETAIL NUMBER: HS619	
DATE	REVISIONS
8/30/19	

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

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1317 N MAIN COMMERCIAL TRACT DEVELPMENT PLAN

DEVELOPMENT PLANS - AMENDMENT #2

1317 NORTH MAIN STREET
HOLLY SPRINGS, NORTH CAROLINA 27540

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 036231 ADAM C. PIKE
NOT FOR CONSTRUCTION

REVISIONS

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1	04. 24. 2025	REVISED PER TOHS 1ST REVIEW COMMENTS
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PLAN INFORMATION

PROJECT NO.	CAP-22003
FILENAME	CAP22003-D1
CHECKED BY	ACP / MDS
DRAWN BY	CAW
SCALE	N.T.S.
DATE	03.07.25

SHEET

WATER DETAILS

C8.06

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STORMWATER CONTROL MEASURE 'D' CONSTRUCTION SPECIFICATIONS

GENERAL NOTES

1. PRIOR TO CONSTRUCTION, ANY DISCREPANCIES IN THE PLANS AND NOTES SHALL BE BROUGHT TO THE DESIGN ENGINEER'S ATTENTION IMMEDIATELY.
2. THE PROJECT WILL MEET ALL OF THE REQUIREMENTS RELATIVE TO ENGINEERED STORMWATER CONTROL STRUCTURES AS OUTLINED IN THE TOWN OF HOLLY SPRINGS CODE OF ORDINANCES. (SECTION 8.00)
3. THE FINAL CERTIFICATION FOR THIS FACILITY WILL INCLUDE A CERTIFICATION BY THE ON-SITE GEOTECHNICAL ENGINEER THAT THE PROJECT WAS CONSTRUCTED PER THE APPROVED PLANS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE WITH THE ON-SITE GEOTECHNICAL ENGINEER FOR OBSERVATION AND TESTING SUCH THAT THE ON-SITE GEOTECHNICAL ENGINEER CAN CERTIFY THE CONSTRUCTION OF THE DAM EMBANKMENT AND SPILLWAY. THIS CERTIFICATION MUST ADDRESS THE TESTING FOR MATERIALS AND COMPACTION OF THE DAM EMBANKMENT AND SPILLWAY.
4. ALL CONSTRUCTION ACTIVITY RELATED TO THE PROPOSED STORMWATER CONTROL MEASURE SHALL BE PER THE DETAILS AND SPECIFICATIONS SHOWN IN THESE DRAWINGS. SOILS, COMPACTION, AND OTHER MISCELLANEOUS DETAILS AND SPECIFICATIONS MAY BE MODIFIED PER THE RECOMMENDATIONS OF THE ON-SITE GEOTECHNICAL ENGINEER. HOWEVER, PRIOR TO IMPLEMENTATION, THE DESIGN ENGINEER SHALL BE NOTIFIED OF ANY DEVIATION FROM THESE DESIGN DRAWINGS, INCLUDING SHOP DRAWINGS FOR ANY PROPOSED MODIFICATION.
5. DURING THE INITIAL STAGES OF CONSTRUCTION, THE STORMWATER CONTROL MEASURE MAY BE USED AS A SEDIMENT BASIN FOR EROSION CONTROL PURPOSES. IF SO, THE CONTRACTOR SHALL FOLLOW THE GENERAL CONSTRUCTION SEQUENCE BELOW:
   A. THE CONTRACTOR SHALL CONSTRUCT THE ENTIRE FACILITY (PERMANENT OUTLET STRUCTURE, DAM, ETC.) WITH THE EXCEPTION OF THE INTERIOR FINE GRADING FOR THE FACILITY. THE INTERIOR FINE GRADING WILL BE CONSTRUCTED ONCE THE EROSION CONTROL PHASE IS COMPLETE.
   B. THE TEMPORARY DRAW DOWN RISER (OR SKIMMER) SHALL BE CONNECTED TO THE PERMANENT 2"Ø DIP DRAIN PIPE.
   C. ONCE THE UPSTREAM DRAINAGE AREA IS STABILIZED AND THE EROSION CONTROL INSPECTOR APPROVES THE REMOVAL OF THE SEDIMENT BASIN, THE CONTRACTOR SHALL REMOVE THE TEMPORARY DRAW DOWN RISER (OR SKIMMER) AND CLEAN OUT THE BASIN. ALL SEDIMENT, TRASH, ETC. SHALL BE DISPOSED OF PROPERLY (I.E. - PLACED IN A LANDFILL) AND NOT STOCKPILED IN AN AREA WHERE WATER QUALITY COULD BE ADVERSELY AFFECTED.
   D. ONCE THE BASIN IS CLEANED OUT, AND ALL EROSION CONTROL DEVICES REMOVED, THE CONTRACTOR SHALL CONSTRUCT THE INTERIOR GRADING SHOWN ON THIS SHEET.
   E. ONCE THE GRADING IS COMPLETE, THE CONTRACTOR SHALL REQUEST AN ON-SITE INSPECTION AND AN AS-BUILT SURVEY PRIOR TO INSTALLATION OF THE STORMWATER CONTROL MEASURE PLANTS. IF THE CONTRACTOR PLANTS THE PROPOSED VEGETATION PRIOR TO AN AS-BUILT SURVEY (AND SUBSEQUENT APPROVAL), ANY CHANGES TO THE GRADING / RE-PLANTING OF PLANTS WILL BE AT THE CONTRACTOR'S EXPENSE.
   F. ONCE THE ENGINEER HAS APPROVED THE AS-BUILT GRADING, THE CONTRACTOR SHALL PLANT THE PROPOSED STORMWATER CONTROL MEASURE PLANTS SHOWN ON THE LANDSCAPE PLAN FOR THE FACILITY. AFTER COMPLETION OF THE PLANTING, THE LANDSCAPE CONTRACTOR SHALL PROVIDE A LETTER TO THE ENGINEER CERTIFYING THAT THE PLANTS HAVE BEEN INSTALLED PER THE APPROVED STORMWATER CONTROL MEASURE PLANTING PLAN.
6. ALL OSHA REQUIREMENTS FOR EXCAVATIONS (SHORING, DEPTH, ETC.) ARE THE RESPONSIBILITY OF THE CONTRACTOR. IF REQUIRED, THE CONTRACTOR SHALL PROVIDE AN EXCAVATION PLAN TO BE SEALED BY A NC P.E. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE IF AN EXCAVATION PLAN IS REQUIRED. THE JOHN R. McADAMS COMPANY ASSUMES NO RESPONSIBILITY FOR ANY EXCAVATION DESIGN RELATED TO SAFETY OR OSHA REQUIREMENTS.
7. ON-SITE GEOTECHNICAL ENGINEER TO DETERMINE IF IN-SITU SOILS ENCOUNTERED WOULD MAINTAIN A STORMWATER CONTROL MEASURE PERMANENT POOL AT DESIGN ELEVATION. IF HIGHLY PERMEABLE SOILS ARE ENCOUNTERED THAT WOULD NOT MAINTAIN THE PERMANENT POOL ELEVATION AS DESIGNED, A CLAY LINER MAY BE REQUIRED TO MAINTAIN A PERMANENT POOL OF WATER IN THE STORMWATER CONTROL MEASURE. FINAL DETERMINATION IF A CLAY LINER IS NEEDED SHALL BE THE RESPONSIBILITY OF THE ON-SITE GEOTECHNICAL ENGINEER. UPON DETERMINATION OF HIGHLY PERMEABLE SOIL CONDITIONS, ON-SITE GEOTECHNICAL ENGINEER WILL INFORM THE DESIGN ENGINEER AND RECOMMEND LINER SPECIFICATIONS.
8. IT IS ANTICIPATED THAT DEWATERING WILL BE NECESSARY IN THE EXCAVATION AREAS (E.G. - EMBANKMENT SUB GRADE, INTERIOR PORTIONS OF THE STORMWATER CONTROL MEASURE, KEY TRENCH, ETC.). THEREFORE, THE CONTRACTOR SHALL FURNISH, INSTALL, OPERATE, AND MAINTAIN ANY PUMPING EQUIPMENT, ETC. NEEDED FOR REMOVAL OF WATER FROM VARIOUS PARTS OF THE STORMWATER CONTROL MEASURE SITE. DURING PLACEMENT OF FILL WITHIN THESE AREAS, THE CONTRACTOR SHALL KEEP THE WATER LEVEL BELOW THE BOTTOM OF THE EXCAVATION / CONSTRUCTION AREAS. THE MANNER IN WHICH THE WATER IS REMOVED SHALL BE SUCH THAT THE EXCAVATION BOTTOM AND SIDE SLOPES ARE STABLE, WITH NO SEDIMENT DISCHARGED FROM THE SITE (I.E. PUMPED WATER MAY NEED TO BE DIRECTED TO AN APPROVED EROSION CONTROL DEVICE SUCH AS A DIRT BAG (ACF ENVIRONMENTAL), OR ENGINEER APPROVED EQUIVALENT, PRIOR TO DISCHARGE).
9. THE RETAINING WALL ALIGNMENT SHOWN ON THESE PLANS DEPICTS THE LOCATION OF THE FRONT FACE OF THE RETAINING WALL AT THE BOTTOM.
10. THE RETAINING WALL IS TO BE A DESIGN-BUILD PROJECT(S) BY THE CONTRACTOR. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN FINAL CONSTRUCTION DRAWINGS FROM A REGISTERED PROFESSIONAL ENGINEER AND GAIN ALL REQUIRED PERMITS NECESSARY FOR THE CONSTRUCTION OF THE RETAINING WALL.
11. THE RETAINING WALL SHALL BE ASSUMED TO BE BACKFILLED WITH OFF-SITE BORROW MATERIAL OR PROCESSED FILL UNLESS CONTRACTOR CAN PROVIDE OWNER WITH CONFIRMATION FROM THE GEOTECHNICAL ENGINEER AND THE RETAINING WALL DESIGNER THAT READILY AVAILABLE ON-SITE SOILS CAN BE USED.
12. THE TOP AND BOTTOM OF WALL ELEVATIONS SHOWN ON THESE PLANS IDENTIFY FINISHED GRADE ELEVATIONS ONLY. THE EXTENT THAT THE RETAINING WALL WILL BE EXTENDED BELOW GRADE TO THE FOOTING SHALL BE IDENTIFIED ON THE RETAINING WALL CONSTRUCTION DRAWINGS.
13. THE ON-SITE GEOTECHNICAL ENGINEER SHOULD BE GIVEN AN OPPORTUNITY TO REVIEW ALL RETAINING WALL PLANS AND DESIGNS RELEVANT TO GEOTECHNICAL CONSIDERATIONS PRIOR TO FINAL DESIGN OF THE WALLS.
14. PRIOR TO TOPSOIL INSTALLATION, THE CONTRACTOR SHALL SCARIFY THE TOP 2"-3" OF THE BERM SECTION TO PROMOTE BONDING OF THE TOPSOIL WITH THE COMPACTED FILL. THE TOPSOIL DEPTH SHALL RANGE FROM 3"-4" ON THE DAM EMBANKMENT AND AQUATIC SHELF. PLEASE NOTE THE TOPSOIL SHALL BE AMENDED, AS DIRECTED BY A LANDSCAPE PROFESSIONAL, PRIOR TO INSTALLATION ON THE EMBANKMENT AND AQUATIC SHELF.
15. THE CONTRACTOR SHALL REFER TO THE LANDSCAPE PLAN FOR THE PERMANENT PLANTING PLAN/SCHEDULE FOR THIS FACILITY. CONTRACTOR SHALL COORDINATE WITH A LANDSCAPE PROFESSIONAL REGARDING SCHEDULING FOR PLANT INSTALLATION. PLEASE NOTE THAT NO TREES/SHRUBS OF ANY TYPE MAY BE PLANTED ON THE PROPOSED DAM EMBANKMENT (FILL AREAS).

CONSTRUCTION SEQUENCE

1. PRIOR TO CONSTRUCTION, THE OWNER SHALL OBTAIN A LAND DISTURBING (GRADING) PERMIT AND AN "APPROVAL TO CONSTRUCT" FROM THE TOWN OF HOLLY SPRINGS AND ALL OTHER NECESSARY PERMITS FROM APPLICABLE AGENCIES (E.G. 404 / 401 PERMITS)
2. INSTALL ALL SEDIMENT AND EROSION CONTROL MEASURES PER THE APPROVED SEDIMENT AND EROSION CONTROL PLAN. THE CONTRACTOR SHALL MAINTAIN ALL APPROVED SEDIMENT AND EROSION CONTROL MEASURES THROUGHOUT THE ENTIRE PROJECT, AS REQUIRED. THE CONTRACTOR SHALL RECEIVE APPROVAL FROM THE EROSION CONTROL INSPECTOR, AS REQUIRED BY GOVERNING AGENCIES, PRIOR TO ANY CLEARING.
3. CLEAR AND GRUB AREA WITHIN THE LIMITS OF THE PROPOSED DAM CONSTRUCTION. ALL TREES AND THEIR ENTIRE ROOT SYSTEMS MUST BE REMOVED FROM THE DAM FOOTPRINT AREA AND BACKFILLED WITH SUITABLE SOIL MATERIAL. THE BACKFILLED AREAS SHALL BE COMPACTED TO THE SAME STANDARDS AS THE DAM EMBANKMENT. THE REMAINING AREA OF THE EMBANKMENT SHALL BE STRIPPED TO A SUITABLE DEPTH AS DIRECTED BY THE ON-SITE GEOTECHNICAL ENGINEER. ANY RESIDUAL SOILS TO BE LEFT IN PLACE MUST BE WELL SCARIFIED TO PROMOTE BONDING OF THE NEW EMBANKMENT FILL. NO EMBANKMENT MATERIAL SHALL BE PLACED FOR THE DAM OR KEY TRENCH UNTIL APPROVAL OF THE DAM SUBGRADE IS OBTAINED FROM THE ON-SITE GEOTECHNICAL ENGINEER.
4. EXCAVATE FOR THE NEW KEY TRENCH ALONG THE CENTERLINE OF THE PROPOSED DAM EMBANKMENT. THE TRENCH SHALL EXTEND A MINIMUM OF 5 FT BELOW EXISTING GRADE OR 2 FT BELOW THE 24"Ø RCP OUTLET BARREL AND SHALL HAVE A MINIMUM BOTTOM WIDTH OF 5 FEET. THE KEY TRENCH SIDESLOPES SHALL BE A MINIMUM OF 1:1 (H:V). WHEN EXCAVATING THE KEY TRENCH, IF ANY DEBRIS IS ENCOUNTERED TO AN EXTENT THAT SUCH DEBRIS MAY EXIST IN OTHER INSITU PORTIONS OF THE DAM EMBANKMENT, IT SHOULD ALSO BE REMOVED. THE KEY TRENCH SHALL BE COMPACTED TO THE SAME SPECIFICATION LISTED IN ITEM 4 OF THE SECTION TITLED "BERM AND SOIL COMPACTION SPECIFICATIONS." DEPENDING UPON ON-SITE SOIL CONDITIONS ENCOUNTERED DURING EXCAVATION, THE ON-SITE GEOTECHNICAL ENGINEER MAY VARY THE DEPTH AND DIMENSIONS OF THE KEY TRENCH AS DEEMED NECESSARY. THE ON-SITE GEOTECHNICAL ENGINEER SHALL RETAIN DOCUMENTATION OF ANY VARIATION FOR FUTURE AS-BUILT SUBMITTALS TO THE TOWN OF HOLLY SPRINGS.
5. BEGIN PLACEMENT OF BACKFILL WITHIN THE KEY TRENCH. THE KEY TRENCH SHALL BE COMPACTED TO THE SPECIFICATIONS LISTED ITEM 4 OF THE SECTION TITLED "BERM AND SOIL COMPACTION SPECIFICATIONS." THE KEY TRENCH SHALL BE TESTED PER THE SPECIFICATIONS LISTED IN THAT SECTION.
6. PRIOR TO INSTALLATION, SUBGRADE CONDITIONS ALONG THE SPILLWAY PIPES SHOULD BE EVALUATED BY THE ON-SITE GEOTECHNICAL ENGINEER TO ASSESS WHETHER SUITABLE BEARING CONDITIONS EXIST AT THE SUBGRADE LEVEL. SHOULD SOFT OR OTHERWISE UNSUITABLE CONDITIONS BE ENCOUNTERED ALONG THE PIPE ALIGNMENTS, THESE MATERIALS SHOULD BE UNDERCUT AS DIRECTED BY THE GEOTECHNICAL ENGINEER. THE UNDERCUT MATERIALS SHALL BE REPLACED WITH ADEQUATELY COMPACTED STRUCTURAL FILL, LEAN CONCRETE OR FLOWABLE FILL AS DIRECTED BY THE ON-SITE GEOTECHNICAL ENGINEER.
7. IN ORDER TO HELP PROTECT THE SOIL SUBGRADE FROM DETERIORATION (DUE TO EXPOSURE, RAINFALL, SEEPAGE, AND RUNOFF) BEFORE THE CRADLE CAN BE POURED, IT IS STRONGLY RECOMMENDED THAT A 3" TO 4" THICK CONCRETE MUD MAT BE POURED OVER THE SUBGRADE ONCE IT IS APPROVED BY THE ON-SITE GEOTECHNICAL ENGINEER. THE MUD MAT WILL ALSO PROVIDE BEARING FOR THE BLOCKS THAT TEMPORARILY SUPPORT THE SPILLWAY PIPE UNTIL THE CRADLE CAN BE POURED. THE METHOD OF BLOCK SUPPORT FOR THE PIPE PROPOSED BY THE CONTRACTOR SHOULD BE SUBMITTED TO THE JOHN R. McADAMS COMPANY FOR REVIEW.
8. BEGIN CONSTRUCTION OF THE NEW EMBANKMENT. FILL MATERIALS SHALL BE PLACED IN MAXIMUM 8" THICK LIFTS PRIOR TO COMPACTION, UNLESS DIRECTED OTHERWISE BY THE ON-SITE GEOTECHNICAL ENGINEER. FILL LIFTS SHALL BE CONTINUOUS OVER THE ENTIRE LENGTH OF FILL. IF IT IS NECESSARY, THE EMBANKMENT FILL MATERIAL WILL BE OVERBUILT IN HORIZONTAL LIFTS AND CUT BACK TO FINAL GRADE IN ORDER TO ACHIEVE PROPER COMPACTION.
9. AS CONSTRUCTION OF THE EMBANKMENT MOVES FORWARD, IT WILL BE NECESSARY TO INSTALL THE CONCRETE CRADLE. SEE NOTE ON CRADLE DETAIL (SHEET C9.XX). THIS MAY BE CONSTRUCTED USING ONE OF THE FOLLOWING METHODS:
   A. IF THE PROPOSED STRUCTURAL FILL MATERIAL IS UTILIZED AS THE FORMWORK FOR THE CONCRETE CRADLE, THEN THE STRUCTURAL FILL SHOULD BE INSTALLED AND COMPACTED UP TO THE TOP OF CONCRETE CRADLE ELEVATION. ONCE THE STRUCTURAL FILL REACHES THE NEXT DOWNSTREAM JUNCTION BOX OR HEADWALL AND IS COMPACTED TO THE ELEVATION OF THE TOP OF THE CONCRETE CRADLE, EXCAVATE THE CONCRETE CRADLE TRENCH PER THE PROVIDED DETAILS AND CONSTRUCT THE CONCRETE CRADLE AS PER THE PROVIDED CONCRETE CRADLE DETAIL.
   B. IF THE PROPOSED STRUCTURAL FILL IS NOT UTILIZED AS THE FORMWORK FOR THE CONCRETE CRADLE, THEN PRIOR TO CONSTRUCTING THE STRUCTURAL FILL EMBANKMENT, THE FORMWORK FOR THE CONCRETE CRADLE SHOULD BE INSTALLED ON EXISTING GROUND AND/OR THE MUD MAT. THE CONCRETE CRADLE SHALL BE CONSTRUCTED PER THE PROVIDED DETAILS
10. AS AN ALTERNATE TO A CONCRETE CRADLE UNDER THE BARREL PIPE (SEE SHEET C9.XX), THE CONTRACTOR MAY CHOOSE TO ELIMINATE THE CONCRETE CRADLE AND USE COMPACTED BACKFILL IF THE ON-SITE GEOTECHNICAL ENGINEER WILL PROVIDE A NC PE SEALED LETTER CERTIFYING THAT THE COMPACTION UNDER, AROUND, AND ABOVE THE BARREL MEETS THE SPECIFICATIONS OF THE EMBANKMENT COMPACTION REQUIREMENTS AND MOISTURE CONTENT. THIS CERTIFICATION LETTER MUST BE SUBMITTED TO THE DESIGN ENGINEER PRIOR TO BACKFILL. THIS SEPARATE CERTIFICATION MUST BE SPECIFIC TO THE BARREL PIPE FOR THE FACILITY, AND MUST CLEARLY STATE THAT ALL SOIL MATERIAL UNDER, AROUND, AND ABOVE THE BARREL PIPE MEETS THE BERM AND SOIL COMPACTION SPECIFICATIONS ON THIS SHEET. THIS CERTIFICATION IS TO INCLUDE REFERENCE TO BOTH MATERIAL AND COMPACTION, AND MUST STATE THAT ALL MATERIALS UNDER, AROUND, AND ABOVE THE BARREL HAVE BEEN COMPACTED PER THE BERM MATERIAL SPECIFICATIONS (AT LEAST 95% OF MAXIMUM DRY DENSITY USING ASTM D698 STANDARD PROCTOR) WITH NO VOID SPACES PRESENT. THE CONTRACTORS INTENT TO UTILIZE THIS ALTERNATIVE MUST BE STATED PRIOR TO CONSTRUCTION TAKING PLACE. THIS CONTRACTORS CERTIFICATION MUST BE PRESENTED TO THE DESIGN ENGINEER BEFORE AN AS-BUILT CERTIFICATION CAN BE ISSUED FOR THIS FACILITY.
11. INSTALL RISER / BARREL ASSEMBLY, ALONG WITH THE EMERGENCY DRAIN SYSTEM. INSTALL 24" RCP OUTLET BARREL SPILLWAY FILTER FROM THE DETAILS SHOWN ON C9.21.
12. CONSTRUCT EMBANKMENT PER SPECIFICATIONS LISTED IN THE SECTION TITLED "BERM AND SOIL COMPACTION SPECIFICATIONS" AND REQUIREMENTS OF THE ON-SITE GEOTECHNICAL ENGINEER. ALL CHARACTERISTICS OF THE EMBANKMENT FILL MATERIAL SHALL MEET THE STANDARDS SET FORTH IN "BERM AND SOIL COMPACTION SPECIFICATIONS", INCLUDING COMPACTION AND MOISTURE REQUIREMENTS. IF NECESSARY TO ACHIEVE PROPER COMPACTION, THE EMBANKMENT FILL MATERIAL WILL BE OVERBUILT IN HORIZONTAL LIFTS AND CUT BACK TO PROPER FINAL GRADE. ANY HAND COMPACTION ACTIVITIES AROUND SPILLWAY OR DRAIN STRUCTURES SHALL BE CONDUCTED IN 4-INCH LOOSE LIFTS AND BE TO THE SAME COMPACTION AND MOISTURE REQUIREMENTS AS THE ENTIRE EMBANKMENT. ALL COMPACTION AND MOISTURE TESTING SHALL BE CARRIED OUT AS DIRECTED BY THE ON-SITE GEOTECHNICAL ENGINEER AND AS LISTED IN THE SECTION TITLED "BERM AND SOIL COMPACTION SPECIFICATIONS".
13. UPON COMPLETION OF DAM EMBANKMENT, PROMPTLY STABILIZE AND SEED DAM EMBANKMENT PER SEEDING SCHEDULE. PERMANENT GROUND COVER SHALL BE ESTABLISHED PER THE PERMANENT SEEDING SCHEDULE FOUND ON SHEET C9.23.
14. SCHEDULE A FINAL AS-BUILT INSPECTION AND AS-BUILT SURVEY WITH THE ENGINEER AND SURVEYOR. AN AS-BUILT INSPECTION AND SURVEY SHALL BE SCHEDULED BEFORE IMPOUNDING WATER IN THE FACILITY AND A MINIMUM OF 60 DAYS PRIOR TO THE ANTICIPATED DATE OF CERTIFICATION APPROVAL. ANY COMMENTS OR DEFICIENCIES IN THE SCM CONSTRUCTION MUST BE CORRECTED TO THE SATISFACTION OF THE ENGINEER AND OWNER BEFORE CERTIFICATION SHALL BE GRANTED.

OUTLET STRUCTURE MATERIAL SPECIFICATIONS

1. THE 24"Ø RCP OUTLET BARREL SHALL BE CLASS III RCP, MODIFIED BELL AND SPIGOT, MEETING THE REQUIREMENTS OF ASTM C76-LATEST. THE PIPES SHALL HAVE CONFINED O-RING RUBBER GASKET JOINTS MEETING ASTM C-443-LATEST. THE PIPE JOINTS SHALL BE TYPE R-4.
2. THE STRUCTURAL DESIGN FOR THE 4' 4' X' (INTERNAL DIMENSIONS) RISER BOX WITH EXTENDED BASE SHALL BE BY OTHERS. PRIOR TO ORDERING THE STRUCTURES, THE CONTRACTOR SHALL PROVIDE, TO THE DESIGN ENGINEER FOR REVIEW, SHOP DRAWINGS AND SUPPORTING STRUCTURAL CALCULATIONS SEALED BY A P.E. REGISTERED IN NORTH CAROLINA DEMONSTRATING THE PERTINENT VERTICAL LOADS ARE SUPPORTED BY THE CONCRETE RISER STRUCTURE.
3. THE RISER BOX OUTLET STRUCTURE SHALL BE PROVIDED WITH STEPS 16" ON CENTER. STEPS SHALL BE PROVIDED ON THE INNER WALL OF THE RISER BOX. STEPS SHALL BE IN ACCORDANCE WITH NCDOT STD. 840.66. PLEASE REFER TO SHEET C9.XX FOR LOCATION OF THE RISER STEPS. NOTE THE STEPS SHALL LINE UP WITH THE ACCESS HATCH OF THE TRASH RACK.
4. THE CONCRETE ANTI-FLOTATION BLOCK SHALL BE CAST-IN-PLACE. STEEL REINFORCEMENT AND CONNECTION TO THE RISER SHALL BE PROVIDED IN ACCORDANCE WITH THE DETAIL ON SHEET C9.XX. THE CONTRACTOR SHALL ENSURE THE WEIGHT OF THE ENTIRE RISER STRUCTURE IS GREATER THAN OR EQUAL TO XX,XXX LBS. IN LIEU OF CAST-IN-PLACE, THE CONTRACTOR MAY OPT FOR A PRECAST ANTI-FLOTATION BLOCK. SHOP DRAWINGS FOR THE PRECAST BLOCK SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW. THE PRECAST ANTI-FLOTATION BLOCK SHALL HAVE A SHIPPING WEIGHT OF XX,XXX LBS.
5. THE RISER BOX JOINTS SHALL BE SEALED USING BUTYL RUBBER SEALANT CONFORMING TO ASTM-C990-LATEST. IF NECESSARY, THE CONTRACTOR SHALL INCORPORATE A WATERSTOP INTO THE RISER BOX JOINT TO ENSURE A WATERTIGHT CONNECTION. THE CONTRACTOR SHALL PARGE JOINTS ON BOTH THE INSIDE AND OUTSIDE WITH NON-SHRINK GROUT AND INSTALL GALVANIZED STEEL STRAPS PER DETAIL ON SHEET C9.XX.
6. PRIOR TO ORDERING, THE CONTRACTOR SHALL SUBMIT TRASH RACK SHOP DRAWINGS TO THE ENGINEER FOR REVIEW. CONTRACTOR SHALL ENSURE THAT AN ACCESS HATCH IS PROVIDED WITHIN THE TRASH RACK (SEE DETAIL FOR LOCATION) THAT WILL ALLOW FOR FUTURE MAINTENANCE ACCESS. CONTRACTOR SHALL ALSO PROVIDE A CHAIN AND LOCK FOR SECURING THE ACCESS HATCH. NOTE THE ACCESS HATCH SHALL LINE UP WITH THE ACCESS STEPS AFTER INSTALLATION.
7. ALL POURED CONCRETE SHALL MEET THE FOLLOWING SPECIFICATIONS UNLESS OTHERWISE NOTED:

   -MINIMUM 3000 PSI (28 DAY)
   -SLUMP = 3" - 5"
   -ENTRAINED AIR = 5% - 7%

   PLEASE NOTE NO CONCRETE SHALL BE POURED WHEN THE AMBIENT AIR TEMPERATURES ARE EXPECTED TO BE ABOVE 85°F OR BELOW 40°F. CAST-IN-PLACE CONCRETE SHALL BE "WET CURED" AFTER FINISHING FOR A MINIMUM OF 48 HOURS.

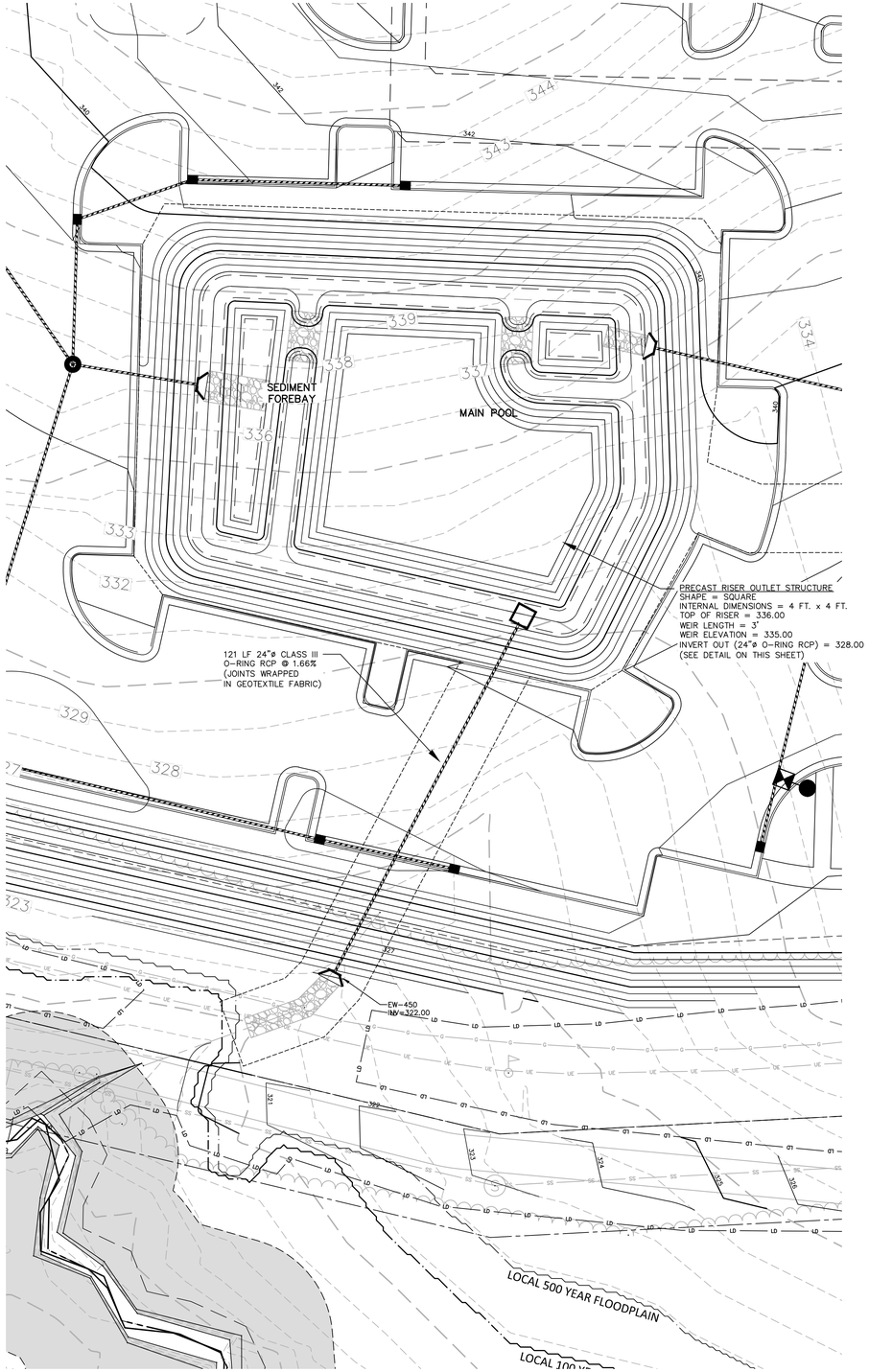
   ON-SITE GEOTECHNICAL ENGINEER TO ENSURE AND CERTIFY ALL POURED CONCRETE MEETS THE ABOVE SPECIFICATIONS.
8. GEOTEXTILE FABRIC FOR THE 24"Ø RCP OUTLET BARREL JOINTS SHALL BE MIRAFI 180N OR ENGINEER APPROVED EQUAL (NON-WOVEN FABRIC).
9. STORMWATER CONTROL MEASURE EMERGENCY DRAW DOWN IS VIA AN 2"Ø PLUG VALVE. THE VALVE SHALL BE A M&H STYLE 1820 ECCENTRIC VALVE OR APPROVED EQUAL. THIS VALVE IS IN ACCORDANCE WITH AWWA C-517, AND SHALL BE OPERABLE FROM TOP OF OUTLET STRUCTURE VIA A HAND WHEEL (SEE DETAIL SHEET C9.XX). THE CONTRACTOR SHALL PROVIDE A REMOVABLE VALVE WRENCH WITH A HAND WHEEL ON TOP FOR OPERATION OF THE 2"Ø PLUG VALVE.

BERM AND SOIL COMPACTION SPECIFICATIONS

1. PRIOR TO CONSTRUCTION, THE ON-SITE GEOTECHNICAL ENGINEER SHALL IDENTIFY BORROW / FILL AREAS AND VERIFY THEIR SUITABILITY FOR USE WITHIN THE DAM EMBANKMENT. ALSO, THE ON-SITE GEOTECHNICAL ENGINEER SHALL PERFORM STANDARD PROCTORS ON THE PROPOSED BORROW MATERIAL TO ENSURE THAT OPTIMUM MOISTURE CONTENT AND COMPACTION CAN BE ACHIEVED / CONTROLLED DURING CONSTRUCTION.
2. ALL FILL MATERIALS TO BE USED FOR THE DAM EMBANKMENT SHALL BE TAKEN FROM BORROW AREAS APPROVED BY THE ON-SITE GEOTECHNICAL ENGINEER. THE FILL MATERIAL SHALL BE FREE FROM ROOTS, STUMPS, WOOD, STONES GREATER THAN 6", AND FROZEN OR OTHER OBJECTIONABLE MATERIAL. THE FOLLOWING SOIL TYPES ARE SUITABLE FOR USE AS FILL WITHIN THE DAM EMBANKMENT AND KEY TRENCH: ML AND CL. ALL FILL MATERIALS SHALL BE APPROVED BY THE ONSITE GEOTECHNICAL ENGINEER FOR THE INTENDED USE.
3. FILL PLACEMENT FOR THE EMBANKMENT SHALL NOT EXCEED A MAXIMUM 8" LIFT (UNCOMPACTED). EACH LIFT SHALL BE CONTINUOUS FOR THE ENTIRE LENGTH OF EMBANKMENT. BEFORE PLACEMENT OF FILL FOR THE BERM SECTION, ALL UNSUITABLE MATERIAL SHALL BE REMOVED AND THE SURFACE PROPERLY PREPARED FOR FILL PLACEMENT. FILL MATERIAL ADJACENT TO ALL SPILLWAY AND DRAINAGE STRUCTURES SHALL BE PLACED IN 4-INCH (UNCOMPACTED) LIFTS AND HAND-COMPACTED TO THE SAME COMPACTION AND MOISTURE REQUIREMENTS AS THE ENTIRE EMBANKMENT.
4. ALL FILL SOILS USED IN THE EMBANKMENT CONSTRUCTION SHALL BE COMPACTED TO AT LEAST 95% OF THE STANDARD PROCTOR MAXIMUM DRY DENSITY (ASTM D-698). THE FILL SOILS SHALL BE COMPACTED AT A MOISTURE CONTENT WITHIN -1 TO +3 PERCENT OF ITS OPTIMUM MOISTURE CONTENT. COMPACTION TESTS SHALL BE PERFORMED BY THE ON-SITE GEOTECHNICAL ENGINEER DURING CONSTRUCTION TO VERIFY THAT THE PROPER COMPACTION LEVEL HAS BEEN REACHED. THE FILL SHOULD BE COMPACTED USING A SHEEPSFOOT TYPE COMPACTOR. IN ORDER TO PREVENT DAMAGE TO THE PIPE, NO COMPACTION EQUIPMENT SHALL CROSS ANY PIPE UNTIL MINIMUM COVER IS ESTABLISHED ALONG THE PIPE.
5. THE DESIGN ENGINEER SHALL BE PROVIDED WITH REPORTS AND CERTIFICATION, BY THE ON-SITE GEOTECHNICAL ENGINEER, THAT THE GEOTECHNICAL ASPECTS OF THE FACILITY HAVE BEEN CONSTRUCTED PER PLAN. THIS CERTIFICATION MUST ADDRESS THE TESTING FOR MATERIALS AND COMPACTION OF THE DAM EMBANKMENT AND SPILLWAY. THESE REPORTS AND CERTIFICATION WILL BE NEEDED DURING THE AS-BUILT CERTIFICATION PROCESS FOR THIS STORMWATER CONTROL MEASURE. THEREFORE, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE TESTING AND OBSERVATION WITH THE ON-SITE GEOTECHNICAL ENGINEER.
6. TESTING OF THE NEW FILL MATERIALS SHALL BE PERFORMED TO VERIFY THAT THE RECOMMENDED LEVEL OF COMPACTION IS ACHIEVED DURING CONSTRUCTION. THEREFORE, ONE DENSITY TEST SHALL BE PERFORMED FOR EVERY 2,500 SQUARE FEET OF AREA FOR EVERY LIFT OF FILL OR AS RECOMMENDED BY THE ON-SITE GEOTECHNICAL ENGINEER.
7. TESTING WILL BE REQUIRED ALONG THE 24"Ø RCP OUTLET BARREL AT A FREQUENCY OF ONE TEST PER 25 LF OF PIPE PER VERTICAL FOOT OF FILL OR AS DIRECTED BY THE ON-SITE GEOTECHNICAL ENGINEER.

STATEMENT OF RESPONSIBILITY

1. ALL REQUIRED MAINTENANCE AND INSPECTIONS OF THE STORMWATER CONTROL MEASURE SHALL BE THE RESPONSIBILITY OF THE OWNER, PER THE EXECUTED OPERATION AND MAINTENANCE AGREEMENT FOR THIS FACILITY.



GRAPHIC SCALE
0 10 20 40
1 inch = 20 ft.

STORMWATER CONTROL MEASURE 'D' PLAN VIEW
1" = 20'

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

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CAPITAL ASSOCIATES

1317 N MAIN COMMERCIAL TRACT DEVELOPMENT PLAN

DEVELOPMENT PLANS - AMENDMENT #2

1317 NORTH MAIN STREET
HOLLY SPRINGS, NORTH CAROLINA 27540

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 036231 ADAM C. PIKE
NOT FOR CONSTRUCTION

REVISIONS

NO.	DATE	
1	04. 24. 2025	REVISED PER TOHS 1ST REVIEW COMMENTS
2	05. 22. 2025	REVISED PER TOHS 2ND REVIEW COMMENTS

PLAN INFORMATION

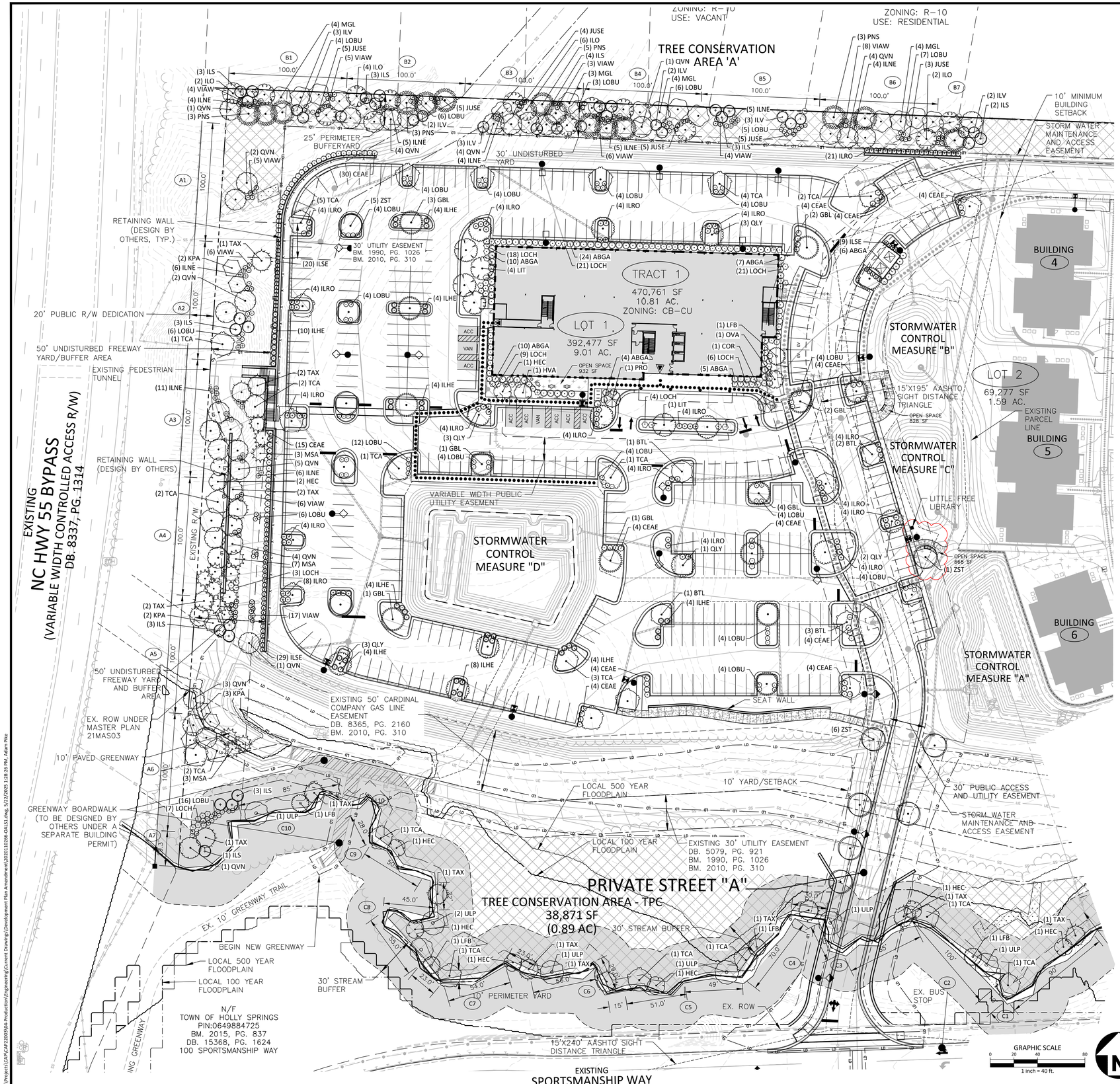
PROJECT NO.	CAP-22003
FILENAME	CAP22003-SWD
CHECKED BY	ACP / MDS
DRAWN BY	
SCALE	1" = 40'
DATE	03.07.25

SHEET

SCM "D" PLAN AND DETAILS

C9.00

M:\Projects\CAP\CAP22003\04-Production\Engineering\Current Drawings\Development Plan Amendment\CAP22003-SWD.dwg, 5/23/2025 1:25:58 PM, Adam Pike



SITE LEGEND

	SIGNAGE		ACCESSIBLE ROUTE
	YARD LIGHTS		PHASE LINE
	LIGHT POLE		PROPERTY LINE
	POWER POLE		RIGHT-OF-WAY LINE
	TRAFFIC DIRECTIONAL ARROW		LOT LINE
ACC	ACCESSIBLE PARKING STALL		EASEMENT LINE
VAN	VAN ACCESSIBLE PARKING STALL		CENTERLINE
	ACCESSIBLE RAMPS	TC TC TC TC TC TC	TREE CONSERVATION AREA
			STREAM BUFFER

PLANT SCHEDULE SITE

SYMBOL	CODE	COMMON NAME	BOTANICAL NAME
EVERGREEN TREES			
	ILO	AMERICAN HOLLY	ILEX OPACA
	MGL	SOUTHERN MAGNOLIA	MAGNOLIA GRANDIFLORA
	PNS	WHITE PINE	PINUS STROBUS
	QVN	SOUTHERN LIVE OAK	QUERCUS VIRGINIANA
DECIDUOUS CANOPY TREES			
	BTL	SWEET BIRCH	BETULA LENTA
	GBL	MAIDENHAIR TREE	GINKGO BILOBA
	LIT	ARNOLD TULIP POPLAR	LIRIODENDRON TULIPIFERA 'ARNOLD'
	QLY	OVERCUP OAK	QUERCUS LYRATA
	TAX	BALD CYPRESS	TAXODIUM DISTICHUM
	TCA	LITTLELEAF LINDEN	TILIA CORDATA
	ULP	LACEBARK ELM	ULMUS PARVIFOLIA
	ZST	SAWLEAF ZELKOVA	ZELKOVA SERRATA
EVERGREEN UNDERSTORY TREES			
	ILS	NELLIE R. STEVENS HOLLY	ILEX X 'NELLIE R. STEVENS'
	ILV	YAUPON HOLLY	ILEX VOMITORIA
	MSA	SAUCER MAGNOLIA	MAGNOLIA X SOULANGEANA
SMALL DECIDUOUS TREES			
	COR	STELLAR PINK® DOGWOOD	CORNUS X 'RUTGAN'
	HEC	SILVERBELL	HALESIA CAROLINA
	HVA	COMMON WITCH HAZEL	HAMAMELIS VIRGINIANA
	KPA	GOLDEN RAIN TREE	KOELREUTERIA PANICULATA
	LFB	BILOXI CRAPE MYRTLE	LAGERSTROEMIA INDICA X FAURIEI 'BILOXI'
	OVA	AMERICAN HOPHORNBEAM	OSTRYA VIRGINIANA
	PRO	OKAME FLOWERING CHERRY	PRUNUS X 'OKAME'
SHRUBS			
	ABGA	TWIST OF LIME GLOSSY ABELIA	ABELIA X GRANDIFLORA 'HOPLEYS'
	CEAE	NEW JERSEY TEA	CEANOTHUS AMERICANUS
	ILHE	HELER JAPANESE HOLLY	ILEX CRENATA 'HELLERI'
	ILNE	NEEDLEPOINT CHINESE HOLLY	ILEX CORNUTA 'NEEDLEPOINT'
	ILRO	ROTUNDA DWARF CHINESE HOLLY	ILEX CORNUTA 'ROTUNDA'
	ILSE	STEEDS JAPANESE HOLLY	ILEX CRENATA 'STEEDS'
	JUSE	SEA GREEN PFITZER JUNIPER	JUNIPERUS X PFITZERIANA 'SEA GREEN'
	LOBU	BURGUNDY FRINGE FLOWER	LOROPETALUM CHINENSE RUBRUM 'BURGUNDY'
	LOCH	PURPLELEAF FRINGE FLOWER	LOROPETALUM CHINENSE RUBRUM
	VIAW	CHINDO SWEET VIBURNUM	VIBURNUM AWABUKI 'CHINDO'

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CAPITAL ASSOCIATES

1317 N MAIN COMMERCIAL TRACT DEVELPMENT PLAN

DEVELOPMENT PLANS - AMENDMENT #2

1317 NORTH MAIN STREET
HOLLY SPRINGS, NORTH CAROLINA 27540

NORTH CAROLINA LANDSCAPE ARCHITECTURE 2027 SARA RUNGE DONOHUE
PRELIMINARY NOT FOR CONSTRUCTION

REVISIONS

NO.	DATE	
1	04. 24. 2025	REVISED PER TOHS 1ST REVIEW COMMENTS
2	05. 22. 2025	REVISED PER TOHS 2ND REVIEW COMMENTS

PLAN INFORMATION

PROJECT NO.	CAP-22003
FILENAME	2020110266-OAS1
CHECKED BY	ACP / MDS
DRAWN BY	MCG
SCALE	1"=40'
DATE	03.07.25

SHEET

LANDSCAPE PLAN

L5.01

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

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PLANT SCHEDULE SITE

SYMBOL	CODE	QTY	COMMON NAME	BOTANICAL NAME	CAL	REMARKS
DECIDUOUS CANOPY TREES						
	BTL	7	SWEET BIRCH	BETULA LENTA	2.5" MIN	10.60%
	GBL	14	MAIDENHAIR TREE	GINKGO BILOBA	2.5" MIN	21.21%
	LIT	5	ARNOLD TULIP POPLAR	LIRIODENDRON TULIPIFERA 'ARNOLD'	2.5" MIN	7.57%
	QLY	12	OVERCUP OAK	QUERCUS LYRATA	2.5" MIN	18.18%
	TCA	16	LITTLELEAF LINDEN	TILIA CORDATA	2.5" MIN	24.24%
	ZST	12	SAWLEAF ZELKOVA	ZELKOVA SERRATA	2.5" MIN	18.18%
		66	SUBTOTAL:			
SMALL DECIDUOUS TREES						
	COR	1	STELLAR PINK® DOGWOOD	CORNUS X 'RUTGAN'	1.5" MIN	16.66%
	HEC	1	SILVERBELL	HALESIA CAROLINA	1.5" MIN	16.66%
	HVA	1	COMMON WITCH HAZEL	HAMAMELIS VIRGINIANA	1.5" MIN	16.66%
	LFB	1	BILOXI CRAPE MYRTLE	LAGERSTROEMIA INDICA X FAURIEI 'BILOXI'	1.5" MIN	16.66%
	OVA	1	AMERICAN HOPHORNBEAM	OSTRYA VIRGINIANA	1.5" MIN	16.66%
	PRO	1	OKAME FLOWERING CHERRY	PRUNUS X 'OKAME'	1.5" MIN	16.66%
		6	SUBTOTAL:			

SYMBOL	CODE	QTY	COMMON NAME	BOTANICAL NAME	CONT	REMARKS
SHRUBS						
	ABGA	66	TWIST OF LIME GLOSSY ABELIA	ABELIA X GRANDIFLORA 'HOPLEYS'	36" MIN	13.44%
	CEAE	85	NEW JERSEY TEA	CEANOTHUS AMERICANUS	36" MIN	17.31%
	ILHE	46	HELER JAPANESE HOLLY	ILEX CRENATA 'HELLERI'	36" MIN	9.36%
	ILRO	93	ROTUNDA DWARF CHINESE HOLLY	ILEX CORNUTA 'ROTUNDA'	36" MIN	18.94%
	ILSE	58	STEEDS JAPANESE HOLLY	ILEX CRENATA 'STEEDS'	36" MIN	11.81%
	LOBU	64	BURGUNDY FRINGE FLOWER	LOROPETALUM CHINENSE RUBRUM 'BURGUNDY'	36" MIN	13.03%
	LOCH	79	PURPLELEAF FRINGE FLOWER	LOROPETALUM CHINENSE RUBRUM	36" MIN	16.08%
		491	SUBTOTAL:			

SPECIES DIVERSITY

INCLUDES PLANT TOTALS FROM OVERALL SITE (EXCLUDING BUFFERS)

CANOPY TREES
TOTAL: 66
MAX. OF ONE SPECIES ALLOWED: =17 (25%)
MAX. OF ONE SPECIES PROVIDED: =16

UNDERSTORY TREES
TOTAL: 6
MAX. OF ONE SPECIES ALLOWED: =1.5 (25%)
MAX. OF ONE SPECIES PROVIDED: =1

SHRUBS
TOTAL: 491
MAX. OF ONE SPECIES ALLOWED: =122.75 (25%)
MAX. OF ONE SPECIES PROVIDED: =93

GENERAL NOTES

1. BUFFER SEGMENTS NOT MEETING A–20 BUFFER REQUIREMENTS SHALL BE RE–PLANTED PER THE 20' PRESERVATION (A–20) GREENBELT DETAIL THIS PAGE.
2. ALL TREES SHALL BE LOCATED A MINIMUM OF 25' FROM THE BASE OF ALL STREET LIGHT POLES.
3. ALL TREES SHALL BE LOCATED OUTSIDE OF SITE DISTANCE TRIANGLES. THE TOWN SHALL TRIM OR REMOVE ANY STREET TREES OR LIMBS THAT CONFLICT WITH SIGHT DISTANCE REQUIREMENTS.
4. STREET TREES SHALL INCLUDE A ROOT GUARD LOCATED BETWEEN BACK OF CURB AND SIDEWALK PER TOWN OF HOLLY SPRINGS STANDARDS. SEE DETAIL THIS SHEET.
5. AT THE TIME OF INSTALLATION THE NURSERY TAGS MUST REMAIN ON ALL STREET TREES AND A WRITTEN STATEMENT FROM THE CONTRACTOR, CERTIFIED BY THE LANDSCAPE ARCHITECT, MUST BE SUBMITTED TO THE DEPARTMENT OF PLANNING AND ZONING TO CERTIFY THAT THE CORRECT SPECIES OF TREES HAVE BEEN INSTALLED.
6. STREET TREES ARE TO BE CENTERED IN THE PUBLIC RIGHT–OF–WAY WITHIN THE UTILITY STRIP BETWEEN SIDEWALK AND BACK OF CURB.
7. HOMEOWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR ALL MAINTENANCE OF LANDSCAPING AFTER EXPIRATION OF THE INITIAL LANDSCAPE WARRANTY.
8. TREE LOCATIONS ARE SCHEMATIC AND MAY BE FIELD ADJUSTED DURING CONSTRUCTION TO AVOID CONFLICTS WITH UNDERGROUND UTILITIES.

LANDSCAPING NOTES

1. ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE TOWN OF HOLLY SPRINGS AND THE STATE OF NORTH CAROLINA STANDARDS AND SPECIFICATIONS.
2. CONTRACTOR IS RESPONSIBLE FOR THE SITE INSPECTION BEFORE LANDSCAPE CONSTRUCTION AND INSTALLATION IN ORDER TO BECOME FAMILIAR WITH THE EXISTING CONDITIONS.
3. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES BEFORE BEGINNING DEMOLITION OR INSTALLATION.
4. CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES BETWEEN THE NOTES, SPECIFICATIONS, DRAWINGS OR SITE CONDITIONS FOR RESOLUTION PRIOR TO INSTALLATION.
5. ANY DAMAGE TO UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
6. THIS PLAN IS FOR PLANTING PURPOSES ONLY. FOR INFORMATION REGARDING BUILDINGS, GRADING, WALLS, ETC., REFER TO ARCHITECTURE, SITE AND GRADING PLANS.
7. VERIFICATION OF TOTAL PLANT QUANTITIES AS SHOWN IN THE PLANT SCHEDULE SHALL BE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT.
8. CONTRACTOR TO ENSURE PROPER STABILIZATION AND SEEDING OF THE SITE IN ACCORDANCE WITH APPLICABLE REGULATIONS.
9. LANDSCAPE MATERIAL SHALL BE WELL FORMED, VIGOROUS, GROWING SPECIMENS WITH GROWTH TYPICAL OF VARIETIES SPECIFIED AND SHALL BE FREE FROM DAMAGE, INSECTS AND DISEASES. MATERIAL SHALL EQUAL OR SURPASS #1 QUALITY AS DEFINED IN THE CURRENT ISSUE OF 'AMERICAN STANDARD FOR NURSERY STOCK' AS PUBLISHED BY THE AMERICAN NURSERY & LANDSCAPE ASSOCIATION.
10. ALL PLANT MATERIAL IS TO BE CAREFULLY HANDLED BY THE ROOT BALL, NOT THE TRUNK, BRANCHES AND/OR FOLIAGE OF THE PLANT. MISHANDLED PLANT MATERIAL MAY BE REJECTED BY THE LANDSCAPE ARCHITECT.
11. ALL PLANT MATERIAL IS TO BE WELL ROOTED, NOT ROOT BOUND, SUCH THAT THE ROOT BALL REMAINS INTACT THROUGHOUT THE PLANTING PROCESS. DEFICIENT PLANT MATERIAL MAY BE REJECTED BY THE LANDSCAPE ARCHITECT OR OWNER.
12. ALL PLANTS TO BE A MINIMUM OF WHAT IS SPECIFIED IN THE PLANT SCHEDULE. ANY CHANGES OR SUBSTITUTIONS SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT AND GOVERNING JURISDICTION PRIOR TO ANY HOLE BEING DUG.
13. CONTRACTOR TO COORDINATE WITH OWNER'S REPRESENTATIVE AND LANDSCAPE ARCHITECT TO ESTABLISH THE EXTENTS OF MULCH/SEED/SOD IF NOT SPECIFICALLY SHOWN ON PLANS.
14. CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE IN ALL PLANTING AREAS.
14. PROPOSED TREES TO BE PLANTED A MINIMUM 25 FEET FROM ANY LIGHT POLE AS MEASURED FROM TRUNK OF THE TREE TO THE POLE.
15. CONTRACTOR SHALL COMPLETE SOIL TEST IN ALL PLANTING AREAS TO DETERMINE SOIL AMENDMENT REQUIREMENTS UNLESS WAIVED BY OWNER'S REPRESENTATIVE. CONTRACTOR SHALL ADJUST PH AND FERTILITY BASED UPON THE SOIL TEST RESULTS.
16. TOPSOIL SHALL BE FREE OF MATERIAL LARGER THAN 1.0 INCH IN DIAMETER OR LENGTH AND SHALL NOT CONTAIN SLAG, CINDERS, STONES, LUMPS OF SOIL, STICKS, ROOTS, TRASH, OR OTHER EXTRANEOUS MATERIAL.
17. LOOSEN SUBGRADE / SURFACE SOIL TO A MINIMUM DEPTH OF 6 INCHES. APPLY SOIL AMENDMENTS AND FERTILIZERS AS REQUIRED BY THE SOIL TEST RESULTS TO ACHIEVE A HEALTHY GROWING MEDIA AND MIX THOROUGHLY INTO TOP 4 INCHES OF SOIL. SPREAD PLANTING SOIL MIX TO A DEPTH OF 6 INCHES BUT NOT LESS THAN REQUIRED TO MEET FINISH GRADES AFTER NATURAL SETTLEMENT. DO NOT SPREAD IF PLANTING SOIL OR SUBGRADE IS FROZEN, MUDDY, OR EXCESSIVELY WET.
18. IF IMPORTED TOPSOIL IS REQUIRED, THE SUBGRADE SHALL BE SCARIFIED OR TILLED TO A DEPTH OF AT LEAST 6 INCHES PRIOR TO INSTALLATION OF IMPORTED TOPSOIL. FOLLOWING INSTALLATION OF IMPORTED TOPSOIL, THE TOPSOIL SHALL BE TILLED TO INTEGRATE THE SOIL PROFILES.
19. PLANT MATERIALS ARE TO BE GUARANTEED FOR A PERIOD OF 12 MONTHS. PLANT MATERIALS WHICH REMAIN UNHEALTHY WILL BE REPLACED BY THE LANDSCAPE CONTRACTOR BEFORE THE EXPIRATION OF THE GUARANTEE PERIOD OR IMMEDIATELY IF SO DIRECTED BY THE OWNER'S REPRESENTATIVE OR LANDSCAPE ARCHITECT.
20. ALL TREE PLANTINGS SHALL BE MULCHED TO A DEPTH OF 3 INCHES, AND WITH A MINIMUM 3 FOOT RADIUS FROM BASE OF TREE OR TO DRIPLINE. MULCH SHALL BE FREE OF TRASH AND MAINTAINED WEED FREE. MULCH SHALL NOT COVER THE ROOT FLARE. CONFIRM MULCH SPECIFICATIONS WITH OWNER'S REPRESENTATIVE OR LANDSCAPE ARCHITECT.
21. DO NOT PRUNE TREES AND SHRUBS BEFORE DELIVERY. PROTECT BARK, BRANCHES, AND ROOT SYSTEMS FROM SUN SCALD, DRYING, SWEATING, WHIPPING, AND OTHER HANDLING AND TYING DAMAGE. DO NOT BEND OR BIND–TIE TREES OR SHRUBS IN SUCH A MANNER AS TO DESTROY THEIR NATURAL SHAPE. PROVIDE PROTECTIVE COVERING OF EXTERIOR PLANTS DURING DELIVERY. DO NOT DROP EXTERIOR PLANTS DURING DELIVERY AND HANDLING.
22. DELIVER EXTERIOR PLANTS AFTER PREPARATIONS FOR PLANTING HAVE BEEN COMPLETED AND INSTALL IMMEDIATELY. IMMEDIATELY AFTER UNLOADING, STAND THE TREES UP TO REDUCE THE RISK OF SUN SCALD. PROPERLY STACKED TREES ARE STANDING, UNTIED AND SPACED. UNLESS IMMEDIATELY INSTALLED, SET EXTERIOR PLANTS AND TREES IN SHADE, PROTECT FROM WEATHER AND MECHANICAL DAMAGE, AND KEEP ROOTS MOIST.
23. SEE LANDSCAPE DETAILS FOR TREE STAKING REQUIREMENTS.
24. ALL PROPOSED PLANTINGS TO BE IN MULCH PLANTING BEDS UNLESS OTHERWISE SPECIFIED. EXCAVATE EDGES OF ALL PLANTING BEDS TO 2 INCH DEPTH TO FORM A NEAT AND CRISP DEFINITION.
25. CONTRACTOR SHALL REMOVE DEBRIS AND FINE GRADE ALL PLANTING AREAS PRIOR TO INSTALLATION.
26. REMOVE GUY WIRES AND STAKES AT END OF WARRANTY PERIOD OR ESTABLISHMENT.
27. FINISH GRADING: GRADE PLANTING AREAS TO A SMOOTH, UNIFORM SURFACE PLANE WITH LOOSE, UNIFORMLY FINE TEXTURE. GRADE TO WITHIN PLUS OR MINUS 1/2 INCH OF FINISH ELEVATION. ROLL AND RAKE, REMOVE RIDGES, AND FILL DEPRESSIONS TO MEET FINISH GRADES. LIMIT FINISHED GRADING TO AREAS THAT CAN BE PLANTED IN THE IMMEDIATE FUTURE.
28. PLANTING MATERIAL LOCATED WITHIN 5 FT OF BACK OF CURB AND LOCATED AT A CRITICAL TURNING POINT WITHIN A PARKING AREA SHALL BE MAINTAINED NOT TO EXCEED 36 IN.

WARRANTY & MAINTENANCE:

1. WARRANTY: INSTALLER SHALL REPAIR OR REPLACE ANY PLANTINGS THAT FAIL IN MATERIALS, WORKMANSHIP, OR GROWTH WITHIN ONE YEAR AFTER THE DATE OF SUBSTANTIAL COMPLETION. FAILURES INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING:
   - DEATH AND UNSATISFACTORY GROWTH, EXCEPT FOR DEFECTS RESULTING FROM LACK OF ADEQUATE MAINTENANCE, NEGLECT, ABUSE BY OWNER, OR INCIDENTS THAT ARE BEYOND CONTRACTOR'S CONTROL.
   - STRUCTURAL FAILURES INCLUDING PLANTINGS FALLING OR BLOWING OVER.
2. INSTALLER SHALL BE RESPONSIBLE FOR THE REPLACEMENT OF ANY REQUIRED PLANTING, WHICH IS REMOVED OR DIES AFTER THE PLANTING DATE. SUCH REPLACEMENT SHALL OCCUR DURING THE NEXT PLANTING SEASON; AND, THE REPLACEMENT OF ANY TREE IN A TREE SAVE AREA, WHICH IS REMOVED OR DIES AFTER THE DATE OF APPROVAL OF A PRESERVATION LANDSCAPE PLAN. SUCH REPLACEMENT SHALL OCCUR DURING THE NEXT PLANTING SEASON.
3. MAINTENANCE: INITIAL MAINTENANCE SHALL BE PROVIDED IMMEDIATELY AFTER EACH AREA IS PLANTED AND CONTINUE UNTIL SUBSTANTIAL COMPLETION. UPON SUBSTANTIAL COMPLETION, MAINTENANCE FOR ALL PLANT MATERIAL SHALL BE PROVIDED FOR ONE YEAR AT A MINIMUM SHALL INCLUDE:
   - TREE AND SHRUB MAINTENANCE: MAINTAIN PLANTINGS BY PRUNING, CULTIVATING, WATERING, WEEDING, FERTILIZING, RESTORING PLANTING SAUCERS, AND RESETTING TO PROPER GRADES OR VERTICAL POSITION, AS REQUIRED TO ESTABLISH HEALTHY, VIABLE PLANTINGS. SPRAY OR TREAT AS REQUIRED TO KEEP TREES AND SHRUBS FREE OF INSECTS AND DISEASE.
   - GROUND COVER AND PLANT MAINTENANCE: MAINTAIN AND ESTABLISH PLANTINGS BY WATERING, WEEDING, FERTILIZING, MULCHING, AND OTHER OPERATIONS AS REQUIRED TO ESTABLISH HEALTHY, VIABLE PLANTINGS.
   - PROTECT EXTERIOR PLANTS FROM DAMAGE DUE TO LANDSCAPE OPERATIONS, OPERATIONS BY OTHER CONTRACTORS AND TRADES, AND OTHERS. MAINTAIN PROTECTION DURING INSTALLATION AND MAINTENANCE PERIODS. TREAT, REPAIR, OR REPLACE DAMAGED PLANTINGS.
4. OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL REQUIRED LANDSCAPE BY KEEPING LAWNS MOWED, ALL PLANTINGS MAINTAINED AS DISEASE FREE, ALL PLANTING BEDS GROOMED AND KEPT WEED FREE (EXCEPT IN AREAS OF PRESERVED EXISTING NATURAL VEGETATION, I.E. THICKETS) AND KEPT FREE FROM TRASH, DEBRIS AND OTHER OBJECTIONABLE MATERIALS.

INTERIOR PARKING AREA

TOTAL PARKING SPACES: 372 (9 OF 372 ACCESSIBLE)
PARKING ISLANDS REQUIRED: 37 (1 ISLAND PER 10 SPACES)
PARKING ISLANDS PROVIDED: 54 ISLANDS

CANOPY TREES REQUIRED: 54 (1/ISLAND)
CANOPY TREES PROVIDED: 54

SHRUBS REQUIRED: 216 (4/ISLAND)
SHRUBS PROVIDED: 216

STREET TREES CALCULATIONS

ENTRANCE FROM SPORTSMANSHIP WAY 324 LF
TREES REQUIRED: 7 (1/50 LF)
TREES PROVIDED: 6 *DUE TO EXISTING EASEMENTS

FOUNDATION LANDSCAPING

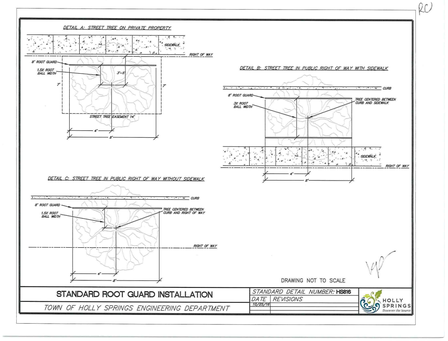
NORTH ELEVATION
REQUIRED TREES 240 LF / 75 = 3 CANOPY OR 6 UNDERSTORY TREES
PROVIDED TREES 3 CANOPY TREES (RELOCATED TO WEST ELEVATION)
REQUIRED SHRUBS 240 LF / 5 = 48 LARGE OR 68 MEDIUM OR 136 SMALL SHRUBS
PROVIDED SHRUBS 48 LARGE SHRUBS AT 36" HEIGHT (2 RELOCATED TO SOUTH ELEVATION – ISLAND*)

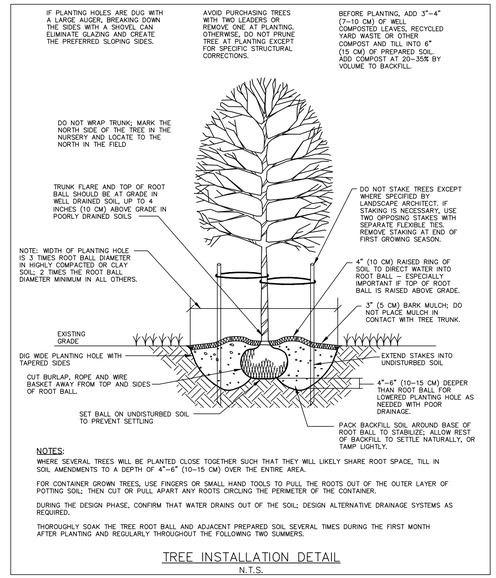
WEST ELEVATION
REQUIRED TREES 110 LF / 75 = 1 CANOPY OR 3 UNDERSTORY TREES
PROVIDED TREES 1 CANOPY TREE
REQUIRED SHRUBS 110 LF / 5 = 22 LARGE OR 33 MEDIUM OR 66 SMALL SHRUBS
PROVIDED SHRUBS 22 LARGE SHRUBS AT 36" HEIGHT

SOUTH ELEVATION
REQUIRED TREES 240 LF / 75 = 3 CANOPY OR 6 UNDERSTORY TREES
PROVIDED TREES 6 UNDERSTORY TREES (3 RELOCATED TO EAST ELEVATION)
REQUIRED SHRUBS 240 LF / 5 = 48 LARGE OR 69 MEDIUM OR 138 SMALL SHRUBS
PROVIDED SHRUBS 48 LARGE SHRUBS AT 36" HEIGHT
(2 RELOCATED TO ISLAND*, 7 TO EAST ELEVATION, 5 TO WEST ELEVATION)

EAST ELEVATION
REQUIRED TREES 105 LF / 75 = 1 CANOPY OR 3 UNDERSTORY TREES
PROVIDED TREES 1 CANOPY TREE (RELOCATED TO SOUTH ELEVATION – ISLAND*)
REQUIRED SHRUBS 105 LF / 5 = 21 LARGE OR 36 MEDIUM OR 72 SMALL SHRUBS
PROVIDED SHRUBS 21 LARGE SHRUBS AT 36" HEIGHT

*DUE TO LIMITED PLANTING AREA ADDITIONAL FOUNDATION PLANTINGS PROVIDED AT ISLAND IN FRONT OF SOUTH ELEVATION BUILDING DROP OFF





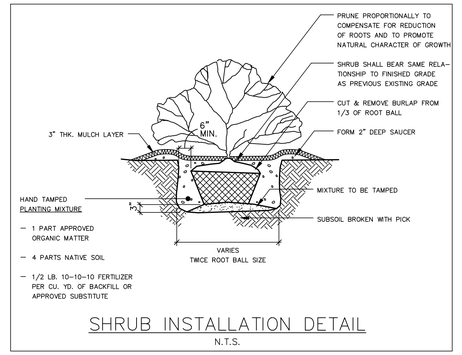
NOTES:
WHERE SEVERAL TREES WILL BE PLANTED CLOSE TOGETHER SUCH THAT THEY WILL LIKELY SHARE ROOT SPACE, TILL IN SOIL AMENDMENTS TO A DEPTH OF 4"–6" (10–15 CM) OVER THE ENTIRE AREA.

FOR CONTAINER GROWN TREES, USE FINGERS OR SMALL HAND TOOLS TO PULL THE ROOTS OUT OF THE OUTER LAYER OF POTTING SOIL; THEN CUT OR PULL APART ANY ROOTS CIRCLING THE PERIMETER OF THE CONTAINER.

DURING THE DESIGN PHASE, CONFIRM THAT WATER DRAINS OUT OF THE SOIL; DESIGN ALTERNATIVE DRAINAGE SYSTEMS AS REQUIRED.

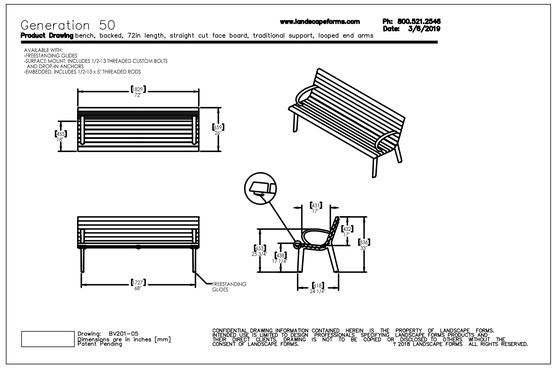
THOROUGHLY SOAK THE TREE ROOT BALL AND ADJACENT PREPARED SOIL SEVERAL TIMES DURING THE FIRST MONTH AFTER PLANTING AND REGULARLY THROUGHOUT THE FOLLOWING TWO SUMMERS.

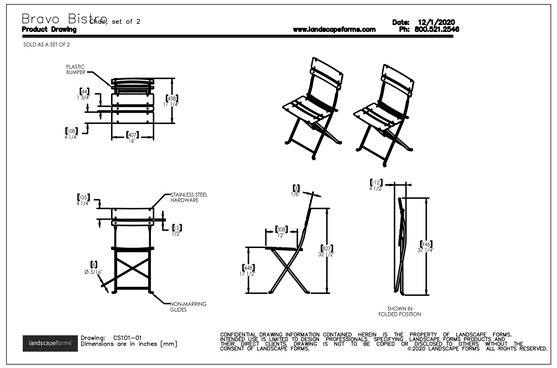
TREE INSTALLATION DETAIL
N.T.S.

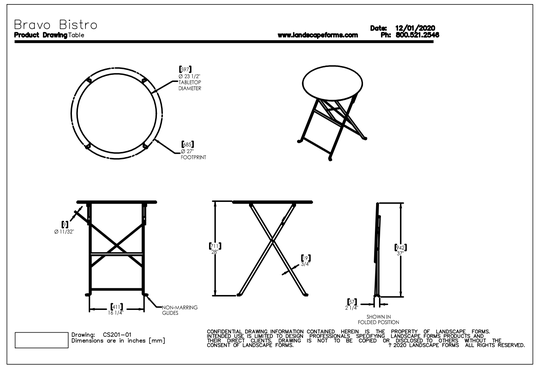


SHRUB INSTALLATION DETAIL
N.T.S.

HARDSCAPE AREA FURNISHING DETAILS







MODEL: MINI SHED LITTLE FREE LIBRARY AND LIBRARY POST WITH TOPPER KIT
MANUFACTURER: LITTLE FREE LIBRARY

NOTES:
1. CONTRACTOR TO PAINT OR STAIN LIBRARY AND POST PRIOR TO INSTALLATION
2. ASSEMBLE AND INSTALL PER MANUFACTURER SPECFICATIONS

LITTLE FREE LIBRARY
SCALE: NTS

SEE SHEET C0.00 FOR ALL PROJECT, SITE, GRADING, STORM DRAINAGE AND UTILITY NOTES

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT TOWN OF HOLLY SPRINGS AND NCDOT (WHERE APPLICABLE) ENGINEERING DESIGN AND CONSTRUCTION STANDARDS

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

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CAPITAL ASSOCIATES

1317 N MAIN COMMERCIAL TRACT DEVELPMENT PLAN

DEVELOPMENT PLANS - AMENDMENT #2
1317 NORTH MAIN STREET
HOLLY SPRINGS, NORTH CAROLINA 27540

NORTH CAROLINA LANDSCAPE ARCHITECT SEAL 2027 SARA RUNGE DONOHOE NOT FOR CONSTRUCTION

REVISIONS

NO.	DATE	
1	04. 24. 2025	REVISED PER TOHS 1ST REVIEW COMMENTS
2	05. 22. 2025	REVISED PER TOHS 2ND REVIEW COMMENTS

PLAN INFORMATION

PROJECT NO.	CAP-22003
FILENAME	CAP22003-LS1
CHECKED BY	ACP / MDS
DRAWN BY	MCG
SCALE	
DATE	03.07.25

SHEET

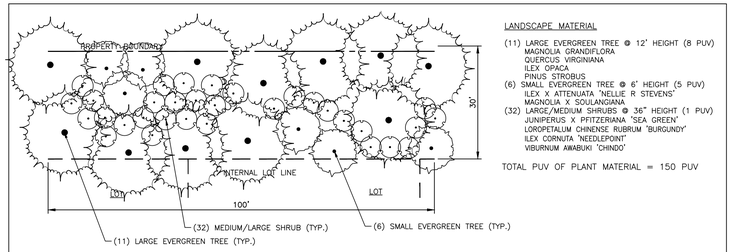
LANDSCAPE NOTES AND DETAILS

L5.02

M:\Projects\CAP\CAP22003\04-Production\Engineering\Current Drawings\Development Plan Amendment\20201102066-DA1S1.dwg, 5/22/2025 1:28:55 PM, Adam Pike

PLANT SCHEDULE 30' C-150 PERIMETER BUFFERYARD

SYMBOL	CODE	QTY	COMMON NAME	BOTANICAL NAME	CAL	HEIGHT	REMARKS
EVERGREEN TREES							
	ILO	14	AMERICAN HOLLY	ILEX OPACA	-	12` MIN	6.93%
	MGL	15	SOUTHERN MAGNOLIA	MAGNOLIA GRANDIFLORA	-	12` MIN	7.43%
	PNS	14	WHITE PINE	PINUS STROBUS	-	12` MIN	6.93%
	QVN	14	SOUTHERN LIVE OAK	QUERCUS VIRGINIANA	-	12` MIN	6.93%
EVERGREEN UNDERSTORY TREES							
	ILS	15	NELLIE R. STEVENS HOLLY	ILEX X 'NELLIE R. STEVENS'	-	6`	7.43%
	ILV	15	YAUPON HOLLY	ILEX VOMITORIA	-	6`	7.43%
SYMBOL	CODE	QTY	COMMON NAME	BOTANICAL NAME	CONT	HEIGHT	REMARKS
SHRUBS							
	ILNE	27	NEEDLEPOINT CHINESE HOLLY	ILEX CORNUTA 'NEEDLEPOINT'	36" MIN		13.37%
	JUSE	27	SEA GREEN PFITZER JUNIPER	JUNIPERUS X PFITZERIANA 'SEA GREEN'	36" MIN		13.37%
	LOBU	31	BURGUNDY FRINGE FLOWER	LOROPETALUM CHINENSE RUBRUM 'BURGUNDY'	36" MIN		15.35%
	VIAW	30	CHINDO SWEET VIBURNUM	VIBURNUM AWABUKI 'CHINDO'	36" MIN		14.85%



LANDSCAPE MATERIAL

(11) LARGE EVERGREEN TREE @ 12' HEIGHT (8 PUV)
MAGNOLIA GRANDIFLORA
QUERCUS VIRGINIANA
ILEX OPACA
PINUS STROBUS
(6) SMALL EVERGREEN TREE @ 6' HEIGHT (5 PUV)
ILEX X ATTENUATA 'NELLIE R STEVENS'
MAGNOLIA X SOULANGIANA
(32) LARGE/MEDIUM SHRUBS @ 36" HEIGHT (1 PUV)
JUNIPERUS X PFITZERIANA 'SEA GREEN'
LOROPETALUM CHINENSE RUBRUM 'BURGUNDY'
ILEX CORNUTA 'NEEDLEPOINT'
VIBURNUM AWABUKI 'CHINDO'

TOTAL PUV OF PLANT MATERIAL = 150 PUV

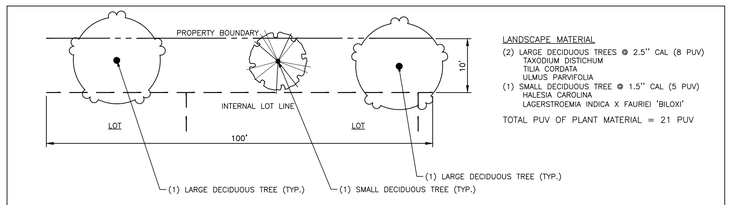
30' (C-150) LANDSCAPE PERIMETER BUFFERYARD
NOT TO SCALE
(MAXIMUM 25% OF ANY SPECIES FOR SECTIONS REQUIRING MORE THAN 25 TREES)

30' C-150 PERIMETER BUFFERYARD					
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
B1 100 LF	*(3) EX LARGE DECIDUOUS TREES @ 2"-4" CAL (3 PUV) *(1) EX LARGE DECIDUOUS TREES @ 4"-6" CAL (6 PUV) (11) LARGE EVERGREEN TREES @ 12' HT (8 PUV) (6) SMALL EVERGREEN TREES @ 6' HT (5 PUV) (17) LARGE/MED SHRUBS @ 36" HT (1 PUV)	9 6 88 30 17	 150	6.00% 4.00% 58.67% 20.00% 11.33%	C-150
B2 100 LF	*(1) EX LARGE DECIDUOUS TREES @ 4"-6" CAL (6 PUV) (11) LARGE EVERGREEN TREES @ 12' HT (8 PUV) (6) SMALL EVERGREEN TREES @ 6' HT (5 PUV) (26) LARGE/MED SHRUBS @ 36" HT (1 PUV)	6 88 30 26	 150	4.00% 58.67% 20.00% 17.33%	C-150
B3 100 LF	*(1) EX LARGE DECIDUOUS TREES @ 4"-6" CAL (6 PUV) *(3) EX LARGE DECIDUOUS TREES @ >6" CAL (9) (11) LARGE EVERGREEN TREES @ 12' HT (8 PUV) (3) SMALL EVERGREEN TREES @ 6' HT (5 PUV) (14) LARGE/MED SHRUBS @ 36" HT (1 PUV)	6 27 88 15 14	 150	4.00% 18.00% 58.67% 10.00% 9.33%	C-150
B4 100 LF	*(2) EX LARGE DECIDUOUS TREES @ 2"-4" CAL (3 PUV) *(1) EX LARGE DECIDUOUS TREES @ >6" CAL (9 PUV) (11) LARGE EVERGREEN TREES @ 12' HT (8 PUV) (5) SMALL EVERGREEN TREES @ 6' HT (5 PUV) (22) LARGE/MED SHRUBS @ 36" HT (1 PUV)	6 9 88 25 22	 150	4.00% 6.00% 58.67% 16.66% 14.67%	C-150
B5 100 LF	(8) EX LARGE EVERGREEN TREES @ >12' HT (12 PUV) (6) SMALL EVERGREEN TREES @ 6' HT (5 PUV) (24) LARGE/MED SHRUBS @ 36" HT (1 PUV)	96 30 24	 150	64.00% 20.00% 16.00%	C-150
B6 100 LF	(4) EX LARGE EVERGREEN TREES @ >12' HT (12 PUV) (1) EX LARGE EVERGREEN TREES @ 8"-12' HT (8 PUV) (10) LARGE EVERGREEN TREES @ >12' HT (8 PUV) (14) LARGE/MED SHRUBS @ 36" HT (1 PUV)	48 8 80 14	 150	32.00% 5.33% 53.34% 9.33%	C-150
B7 40 LF	(4) LARGE EVERGREEN TREES @ 12' HT (8 PUV) (4) SMALL EVERGREEN TREES @ 6' HT (5 PUV) (8) LARGE/MED SHRUBS @ 36" HT (1 PUV)	32 20 8	 60	53.33% 33.33% 13.34%	C-150 (60 REQ)

* DENOTES INSTANCES WHERE A DECIDUOUS TREE HAS BEEN COUNTED TOWARDS EVERGREEN PUV REQUIREMENTS PER TABLE 7.01-D OF THE HOLLY SPRINGS UDO LANDSCAPE REGULATIONS

PLANT SCHEDULE 10' A-20 LANDSCAPE PERIMETER YARD

SYMBOL	CODE	QTY	COMMON NAME	BOTANICAL NAME	CAL	REMARKS
DECIDUOUS CANOPY TREES						
	TAX	7	BALD CYPRESS	TAXODIUM DISTICHUM	2.5" MIN	23.33%
	TCA	6	LITTLELEAF LINDEN	TILIA CORDATA	2.5" MIN	20.00%
	ULP	7	LACEBARK ELM	ULMUS PARVIFOLIA	2.5" MIN	23.33%
SMALL DECIDUOUS TREES						
	HEC	6	SILVERBELL	HALESIA CAROLINA	1.5" MIN	20.00%
	LFB	4	BILOXI CRAPE MYRTLE	LAGERSTROEMIA INDICA X FAURIEI 'BILOXI'	1.5" MIN	13.33%



LANDSCAPE MATERIAL

(2) LARGE DECIDUOUS TREES @ 2.5" CAL (8 PUV)
TAXODIUM DISTICHUM
TILIA CORDATA
ULMUS PARVIFOLIA
(1) SMALL DECIDUOUS TREE @ 1.5" CAL (5 PUV)
HALESIA CAROLINA
LAGERSTROEMIA INDICA X FAURIEI 'BILOXI'

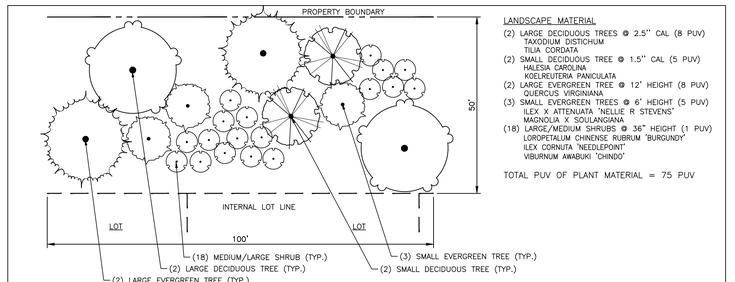
TOTAL PUV OF PLANT MATERIAL = 21 PUV

10' (A-20) LANDSCAPE PERIMETER YARD
NOT TO SCALE
(MAXIMUM 25% OF ANY SPECIES FOR SECTIONS REQUIRING MORE THAN 25 TREES)

10' A-20 PERIMETER YARD					
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
C1 100 LF	(2) LARGE DECIDUOUS TREES @ 2.5" CAL (8 PUV) (1) SMALL DECIDUOUS TREE @ 1.5" CAL (5 PUV)	16 5	 21	76.19% 23.81%	A-20
C2 100 LF	(2) LARGE DECIDUOUS TREES @ 2.5" CAL (8 PUV) (1) SMALL DECIDUOUS TREE @ 1.5" CAL (5 PUV)	16 5	 21	76.19% 23.81%	A-20
C3 100 LF	(2) LARGE DECIDUOUS TREES @ 2.5" CAL (8 PUV) (1) SMALL DECIDUOUS TREE @ 1.5" CAL (5 PUV)	16 5	 21	76.19% 23.81%	A-20
C4 100 LF	(2) LARGE DECIDUOUS TREES @ 2.5" CAL (8 PUV) (1) SMALL DECIDUOUS TREE @ 1.5" CAL (5 PUV)	16 5	 21	76.19% 23.81%	A-20
C5 100 LF	(2) LARGE DECIDUOUS TREES @ 2.5" CAL (8 PUV) (1) SMALL DECIDUOUS TREE @ 1.5" CAL (5 PUV)	16 5	 21	76.19% 23.81%	A-20
C6 100 LF	(2) LARGE DECIDUOUS TREES @ 2.5" CAL (8 PUV) (1) SMALL DECIDUOUS TREE @ 1.5" CAL (5 PUV)	16 5	 21	76.19% 23.81%	A-20
C7 100 LF	(2) LARGE DECIDUOUS TREES @ 2.5" CAL (8 PUV) (1) SMALL DECIDUOUS TREE @ 1.5" CAL (5 PUV)	16 5	 21	76.19% 23.81%	A-20
C8 100 LF	(2) LARGE DECIDUOUS TREES @ 2.5" CAL (8 PUV) (1) SMALL DECIDUOUS TREE @ 1.5" CAL (5 PUV)	16 5	 21	76.19% 23.81%	A-20
C9 100 LF	(2) LARGE DECIDUOUS TREES @ 2.5" CAL (8 PUV) (1) SMALL DECIDUOUS TREE @ 1.5" CAL (5 PUV)	16 5	 21	76.19% 23.81%	A-20
C10 85 LF	(2) LARGE DECIDUOUS TREES @ 2.5" CAL (8 PUV) (1) SMALL DECIDUOUS TREE @ 1.5" CAL (5 PUV)	16 5	 21	76.19% 23.81%	A-20 (17 REQ)

PLANT SCHEDULE 50' FREEWAY YARD/BUFFER AREA B-75 - UNDISTURBED

SYMBOL	CODE	QTY	COMMON NAME	BOTANICAL NAME	CAL	HEIGHT	REMARKS
EVERGREEN TREES							
	QVN	18	SOUTHERN LIVE OAK	QUERCUS VIRGINIANA	-	12` MIN	11.25%
DECIDUOUS CANOPY TREES							
	TAX	8	BALD CYPRESS	TAXODIUM DISTICHUM	2.5" MIN		5.00%
	TCA	7	LITTLELEAF LINDEN	TILIA CORDATA	2.5" MIN		4.38%
EVERGREEN UNDERSTORY TREES							
	ILS	10	NELLIE R. STEVENS HOLLY	ILEX X 'NELLIE R. STEVENS'	-	6`	6.25%
	MSA	13	SAUCER MAGNOLIA	MAGNOLIA X SOULANGEANA	-	6`	8.13%
SMALL DECIDUOUS TREES							
	HEC	2	SILVERBELL	HALESIA CAROLINA	1.5" MIN		2.50%
	KPA	7	GOLDEN RAIN TREE	KOELREUTERIA PANICULATA	1.5" MIN		3.13%
SYMBOL	CODE	QTY	COMMON NAME	BOTANICAL NAME	CONT	HEIGHT	REMARKS
SHRUBS							
	ILNE	23	NEEDLEPOINT CHINESE HOLLY	ILEX CORNUTA 'NEEDLEPOINT'	36" MIN		14.38%
	LOBU	28	BURGUNDY FRINGE FLOWER	LOROPETALUM CHINENSE RUBRUM 'BURGUNDY'	36" MIN		6.25%
	LOCH	10	PURPLELEAF FRINGE FLOWER	LOROPETALUM CHINENSE RUBRUM	36" MIN		17.50%
	VIAW	34	CHINDO SWEET VIBURNUM	VIBURNUM AWABUKI 'CHINDO'	36" MIN		21.25%



LANDSCAPE MATERIAL

(2) LARGE DECIDUOUS TREES @ 2.5" CAL (8 PUV)
TAXODIUM DISTICHUM
TILIA CORDATA
(2) SMALL DECIDUOUS TREE @ 1.5" CAL (5 PUV)
HALESIA CAROLINA
KOELREUTERIA PANICULATA
(2) LARGE EVERGREEN TREE @ 12' HEIGHT (8 PUV)
QUERCUS VIRGINIANA
(3) SMALL EVERGREEN TREES @ 6' HEIGHT (5 PUV)
ILEX X ATTENUATA 'NELLIE R STEVENS'
MAGNOLIA X SOULANGIANA
(18) LARGE/MEDIUM SHRUBS @ 36" HEIGHT (1 PUV)
LOROPETALUM CHINENSE RUBRUM 'BURGUNDY'
ILEX CORNUTA 'NEEDLEPOINT'
VIBURNUM AWABUKI 'CHINDO'

TOTAL PUV OF PLANT MATERIAL = 75 PUV

50' FREEWAY YARD / BUFFER AREA (B-75) - UNDISTURBED
NOT TO SCALE
(MAXIMUM 25% OF ANY SPECIES FOR SECTIONS REQUIRING MORE THAN 25 TREES)

50' FREEWAY YARD / BUFFER AREA B-75-UNDISTURBED					
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
A1 100 LF	(3) EX LARGE DECIDUOUS TREES @ 4"-6"CAL (12 PUV) *(2) EX LARGE DECIDUOUS TREES @ >6" CAL (9 PUV) (2) LARGE EVERGREEN TREES @ 12' HT (8 PUV) (5) LARGE/MED SHRUBS @ 36" HT (1 PUV)	36 18 16 5	 75	48.00% 24.00% 21.33% 6.67%	B-75
A2 100 LF	(2) LARGE DECIDUOUS TREES @ 2.5" CAL (8 PUV) (2) SMALL DECIDUOUS TREES @ 1.5" CAL (5 PUV) (2) LARGE EVERGREEN TREES @ >12' HT (8 PUV) (3) SMALL EVERGREEN TREES @ 6' HT (5 PUV) (18) LARGE/MEDIUM SHRUBS @ 36" HT (1 PUV)	16 10 16 15 18	 75	4.00% 58.67% 20.00% 17.33%	B-75
A3 100 LF	(4) LARGE DECIDUOUS TREES @ 2.5" CAL (8 PUV) (1) SMALL DECIDUOUS TREE @ 1.5" CAL (5 PUV) (5) LARGE EVERGREEN TREES @ >12' HT (8 PUV) (3) SMALL EVERGREEN TREES @ 6' HT (5 PUV) (15) LARGE/MED SHRUBS @ 36" HT (1 PUV)	32 5 40 15 15	 107	29.90% 4.67% 37.39% 14.02% 14.02%	B-75
A4 100 LF	(4) LARGE DECIDUOUS TREES @ 2.5" CAL (8 PUV) (1) SMALL DECIDUOUS TREES @ 1.5" CAL (5 PUV) (4) LARGE EVERGREEN TREES @ 12' HT (8 PUV) (5) SMALL EVERGREEN TREES @ 6' HT (5 PUV) (15) LARGE/MED SHRUBS @ 36" HT (1 PUV)	32 5 32 30 15	 114	28.07% 4.39% 28.07% 26.31% 13.16%	B-75
A5 100 LF	(2) LARGE DECIDUOUS TREES @ 2.5" CAL (8 PUV) (3) SMALL DECIDUOUS TREES @ 1.5" CAL (5 PUV) (2) LARGE EVERGREEN TREES @ 12' HT (8 PUV) (5) SMALL EVERGREEN TREES @ 6' HT (5 PUV) (17) LARGE/MED SHRUBS @ 36" HT (1 PUV)	16 15 16 25 17	 89	17.98% 16.85% 17.98% 28.09% 19.10%	B-75
A6 100 LF	(2) LARGE DECIDUOUS TREES @ 2.5" CAL (8 PUV) (1) SMALL DECIDUOUS TREE @ 1.5" CAL (5 PUV) (2) LARGE EVERGREEN TREES @ 12' HT (8 PUV) (6) SMALL EVERGREEN TREES @ 6' HT (5 PUV) (20) LARGE/MED SHRUBS @ 36" HT (1 PUV)	16 10 16 30 20	 92	17.39% 10.87% 17.39% 32.62% 21.73%	B-75
A7 29.3 LF	(1) LARGE DECIDUOUS TREES @ 2.5" CAL (8 PUV) (1) LARGE EVERGREEN TREES @ 12' HT (8 PUV) (1) SMALL EVERGREEN TREES @ 6' HT (5 PUV) (3) LARGE/MED SHRUBS @ 36" HT (1 PUV)	8 8 5 3	 89	17.98% 16.85% 17.98% 28.09%	B-75 (22 REQ)

* DENOTES INSTANCES WHERE A DECIDUOUS TREE HAS BEEN COUNTED TOWARDS EVERGREEN PUV REQUIREMENTS PER TABLE 7.01-D OF THE HOLLY SPRINGS UDO LANDSCAPE REGULATIONS

NOTE: ADDITIONAL PLANTINGS HAVE BEEN PROVIDED ALONG THE GREENWAY TRAIL THAT EXCEED THE PLANTING REQUIREMENTS BY ToHS IN THE UNDISTURBED BUFFER.

SEE SHEET C0.00 FOR ALL PROJECT, SITE, GRADING, STORM DRAINAGE AND UTILITY NOTES

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT TOWN OF HOLLY SPRINGS AND NCDOT (WHERE APPLICABLE) ENGINEERING DESIGN AND CONSTRUCTION STANDARDS

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

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CLIENT

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RALEIGH, NORTH CAROLINA 27608
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CAPITAL ASSOCIATES

1317 N MAIN COMMERCIAL TRACT DEVELPMENT PLAN

DEVELOPMENT PLANS - AMENDMENT #2

1317 NORTH MAIN STREET
HOLLY SPRINGS, NORTH CAROLINA 27540

NORTH CAROLINA LANDSCAPE ARCHITECT SARA RUNGE DONOHUE 2027 FIELD MINIMUM NOT FOR CONSTRUCTION

REVISIONS

NO.	DATE	
1	04. 24. 2025	REVISED PER TOHS 1ST REVIEW COMMENTS
2	05. 22. 2025	REVISED PER TOHS 2ND REVIEW COMMENTS

PLAN INFORMATION

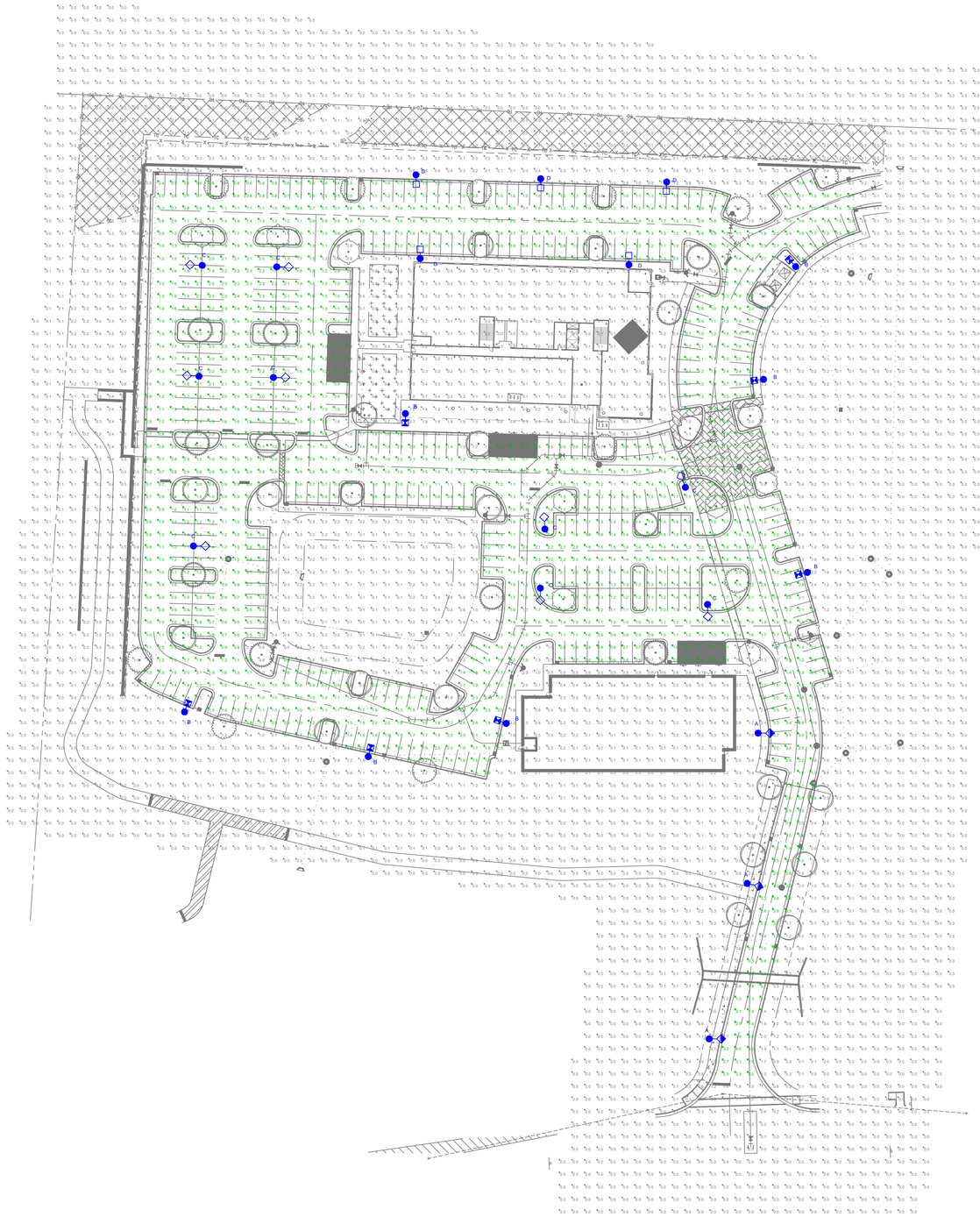
PROJECT NO.	CAP-22003
FILENAME	CAP22003-LS1
CHECKED BY	ACP / MDS
DRAWN BY	MCG
SCALE	
DATE	03.07.25

SHEET

LANDSCAPE BUFFER NOTES AND DETAILS

L5.03

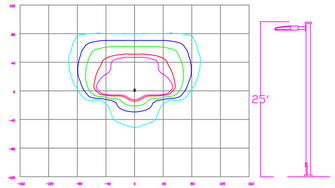
I:\A Projects\CAP\CAP22003\04 Production\Engineering\Current Drawings\Development Plan Amendment\20201102Sht-DAL51.dwg, 5/22/2025 1:29:25 PM, Adam Pike



ISOFOOTCANDLE CURVES

FIXTURE: LED150W SHOEBOX
MOUNTING HEIGHT: 25 FT
LIGHT SOURCE: LED'S, 4000K, 70 CRI
LUMENS = 19500
PATTERN: TYPE IV B3-U0-G4 (zero light s t or above 90 degrees)
NOTE: THE FOOTCANDLE READINGS BELOW ARE MAINTAINED AND HAVE BEEN DEPRECIATED FOR LED LUMEN DEPRECIATION AND LUMINAIRE DIRT DEPRECIATION FOR INITIAL FOOTCANDLES. DIVIDE THE READINGS BELOW BY .85

ASSY# LFIX-SBX-LED-150-BLK-IV-MULTIV-____-P
POLE ASSY# LPOLE-AA-STL-25FT-BLK-GO-____-P (BLACK)
BRACKET ASSY# LBKT-SIDE-SIGN-BLK-ARM-STL____-P (BLACK)

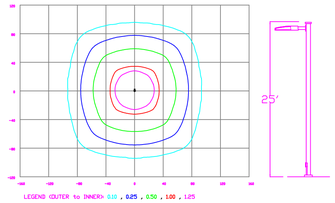


LEGEND (OUTER to INNER> 0.10 , 0.25 , 0.50 , 1.00 , 1.25

ISOFOOTCANDLE CURVES

FIXTURE: LED150W SHOEBOX
MOUNTING HEIGHT: 25 FT
LIGHT SOURCE: LED'S, 4000K, 70 CRI
LUMENS = 19500
PATTERN: TYPE V B5-U0-G3 (zero light s t or above 90 degrees)
NOTE: THE FOOTCANDLE READINGS BELOW ARE MAINTAINED AND HAVE BEEN DEPRECIATED FOR LED LUMEN DEPRECIATION AND LUMINAIRE DIRT DEPRECIATION FOR INITIAL FOOTCANDLES. DIVIDE THE READINGS BELOW BY .85

ASSY# LFIX-SBV-LED-150-BLK-V-MULTIV-____-P
POLE ASSY# LPOLE-AA-STL-25FT-BLK-GO-____-P (BLACK)
BRACKET ASSY# LBKT-SIDE-SIGN-BLK-ARM-STL____-P (BLACK)

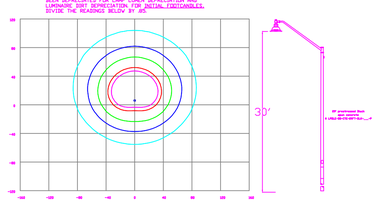


LEGEND (OUTER to INNER> 0.10 , 0.25 , 0.50 , 1.00 , 1.25

ISOFOOTCANDLE CURVES

FIXTURE: SANIBEL LED
MOUNTING HEIGHT: 25' FT
LIGHT SOURCE: 150w LED's, 3000K, 70 CRI (QUALED)
PATTERN: TYPE III, B3-U0-G3 (zero light s t or above 90 degrees)
LUMENS = 15269
NOTE: THE FOOTCANDLE READINGS BELOW ARE MAINTAINED AND HAVE BEEN DEPRECIATED FOR LAMP LUMEN DEPRECIATION AND LUMINAIRE DIRT DEPRECIATION FOR INITIAL FOOTCANDLES. DIVIDE THE READINGS BELOW BY .85

ASSY # LFIX-SAN-LED-150-BLK-III-3000K-____-P

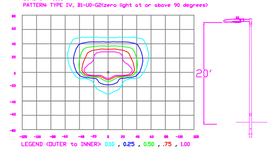


LEGEND (OUTER to INNER> 0.100 , 0.250 , 0.500 , 1.000

ISOFOOTCANDLE CURVES

FIXTURE: LED 50w Shoebox
MOUNTING HEIGHT: 16 FT
LIGHT SOURCE: LED, 3000K
LUMENS = 6105
PATTERN: TYPE IV, B1-U0-G0(zero light s t or above 90 degrees)

POLE ASSY # LPOLE-DB-FG-25FT-BLK-____-P
FIXTURE ASSY # LFIX-SBV-LED-50-BLK-IV-3000K-____-P
BRACKET # LBKT-TOP-14IN-BLK-DT-SQL-____-P



LEGEND (OUTER to INNER> 0.10 , 0.25 , 0.50 , .75 , 1.00

Statistics

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Parking	+	1.4 fc	4.1 fc	0.4 fc	10.3:1	3.5:1

Schedule

Symbol	Label	Quantity	Description	Number Lamps	Lumens Per Lamp	Light Loss Factor
	A	3	LED 150w Sanibel - Type III - 4000K	1	15269	0.85
	B	7	LED 150w Shoebox - Type IV - 4000K	48	385	0.85
	C	9	LED 150w Shoebox - Type V - 4000K	48	408	0.85
	D	5	LED 50w Shoebox - Type IV - 3000K	16	382	0.85

NO.	DATE	REVISION	BY
Rev C	06/14/23	Updated Site Plan	NJ
Rev B	09/16/21	Updated Site Plan	NJ

DISTANCE CALIBRATION <INCHES>
0 0.5 1.0 2.0 3.0 4.0

LIGHTING DESIGN TOLERANCE

The calculated footcandle light levels in this lighting design are predicted values and are based on specific information that has been supplied to Duke Energy. Any inaccuracies in the supplied information, differences in luminaire installation, lighted area geometry including elevation differences, reflective properties of surrounding surfaces, obstructions (foliage or otherwise) in the lighted area, or lighting from sources other than listed in this design may produce different results from the predicted values. Normal tolerances of voltage, lamp output, and ballast and luminaire manufacture will also affect results.

DUKE ENERGY. PROGRESS

PROPRIETARY & CONFIDENTIAL

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1317 Main Street
Holly Springs, NC
SITE LIGHTING ARRANGEMENT

Designed by DUKE ENERGY PROGRESS LIGHTING SOLUTIONS
Reviewed by N. Johnson
Scale 1" = 50'
Date 06/14/2023
Size Drawing size "D"
Description LED Shoebox & Sanibel
Drawing No. 21-0171C
Sht. 1 OF 1

Outdoor Lighting

SHOEBOX LED
(Meets Dark Sky Criteria)

LED (Light-emitting diode)	150 | 220 | 420 | 530 watts
Mounting height	25', 30', 35'
Color	Black | Bronze | Gray | White
Pole	Fiberglass *(1 or 2 fixtures per pole)* Decorative tapered metal Decorative square metal
Applications	Neighborhoods Roadways Shopping centers

Light source: LED (white)
Wattage: 150 | 220 | 420 | 530 watts
Light pattern: IES Type V | Type IV (forward throw) | Type III
IESNA cutoff classification: Full-cutoff
BUG rating: 150W Type III = B2U0G3 / Type IV = B3U0G4 / Type V = B5U0G3
220W Type III = B2U0G4 / Type IV = B3U0G4 / Type V = B4U0G3
420W Type IV = B3U0G5 / Type V = B5U0G5
530W Type IV = B3U0G5 / Type V = B5U0G5
Color temperature: 4,000K

POLE AVAILABLE	MOUNTING HEIGHT	COLOR
Round tapered decorative metal*	35'	Black, Bronze
Decorative square metal*	25' and 30'	Black, Bronze, Gray, White
Fiberglass	25' and 30'	Black *(1 or 2 fixtures per pole)* Gray *(1 or 2 fixtures per pole)*

light distribution pattern

FEATURES	BENEFITS
Turnkey operation	Provides hassle-free installation and service
Little or no installation cost	Frees up capital for other projects
Design services by lighting professionals included	Meets industry standards and lighting ordinances
Maintenance, electricity & warranty included	Eliminates high and unexpected repair bills
One low monthly cost on your electric bill	Convenience and savings for you

For additional information, email us at
DDLCarolinas@duke-energy.com.

DUKE ENERGY. PROGRESS

BUILDING A SMARTER ENERGY FUTURE™

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Outdoor Lighting

SANIBEL LED
(Meets Dark Sky Criteria)

LED (Light-emitting diode)	50 | 150 watts
Mounting height	12', 16', 25'
Color	Black
Pole	Smooth, round concrete
Applications	Neighborhoods Parks Pathways/walkways Shopping centers Streets

Light source: LED (white)
Wattage: 50 | 150 watts
Lumens: 6,358 | 6,773 | 16,160
Light pattern: IESNA Type III
IESNA cutoff classification: Full-cutoff
BUG rating: B2U0G2
Color temperature: 3,000K (50W) | 4,000K (50W/150W)

light distribution pattern

POLE AVAILABLE	MOUNTING HEIGHT	COLOR
Smooth, round concrete	12', 16', 25'	Black

FEATURES	BENEFITS
Turnkey operation	Provides hassle-free installation and service
Little or no installation cost	Frees up capital for other projects
Design services by lighting professionals included	Meets industry standards and lighting ordinances
Maintenance, electricity & warranty included	Eliminates high and unexpected repair bills
One low monthly cost on your electric bill	Convenience and savings for you

For additional information, contact
us at DDLCarolinas@duke-energy.com.

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Outdoor Lighting

PEDESTRIAN SHOEBOX LED
(Meets Dark Sky Criteria)

LED (Light-emitting diode)	50 watts
Mounting height	12' - 17'
Color	Black
Pole	Aluminum Fiberglass Concrete Decorative aluminum
Applications	Neighborhoods Parks Shopping centers

Light source: LED (white)
Wattage: 50 watts
Lumens: 6,105 | 6,458
Light pattern: IESNA Type IV
IESNA cutoff classification: Full-cutoff
BUG rating: Type IV = B1U0G2
Color temperature: 3,000K | 4,000K

light distribution pattern

POLE AVAILABLE	MOUNTING HEIGHT	COLOR
Aluminum	12', 15', 17'	Black
Fiberglass	16'	Black
Fluted Concrete	13'	Black
Decorative Aluminum	12', 16'	Black

FEATURES	BENEFITS
Turnkey operation	Provides hassle-free installation and service
Little or no installation cost	Frees up capital for other projects
Design services by lighting professionals included	Meets industry standards and lighting ordinances
Maintenance, electricity & warranty included	Eliminates high and unexpected repair bills
One low monthly cost on your electric bill	Convenience and savings for you

For additional information, contact
us at DDLCarolinas@duke-energy.com.

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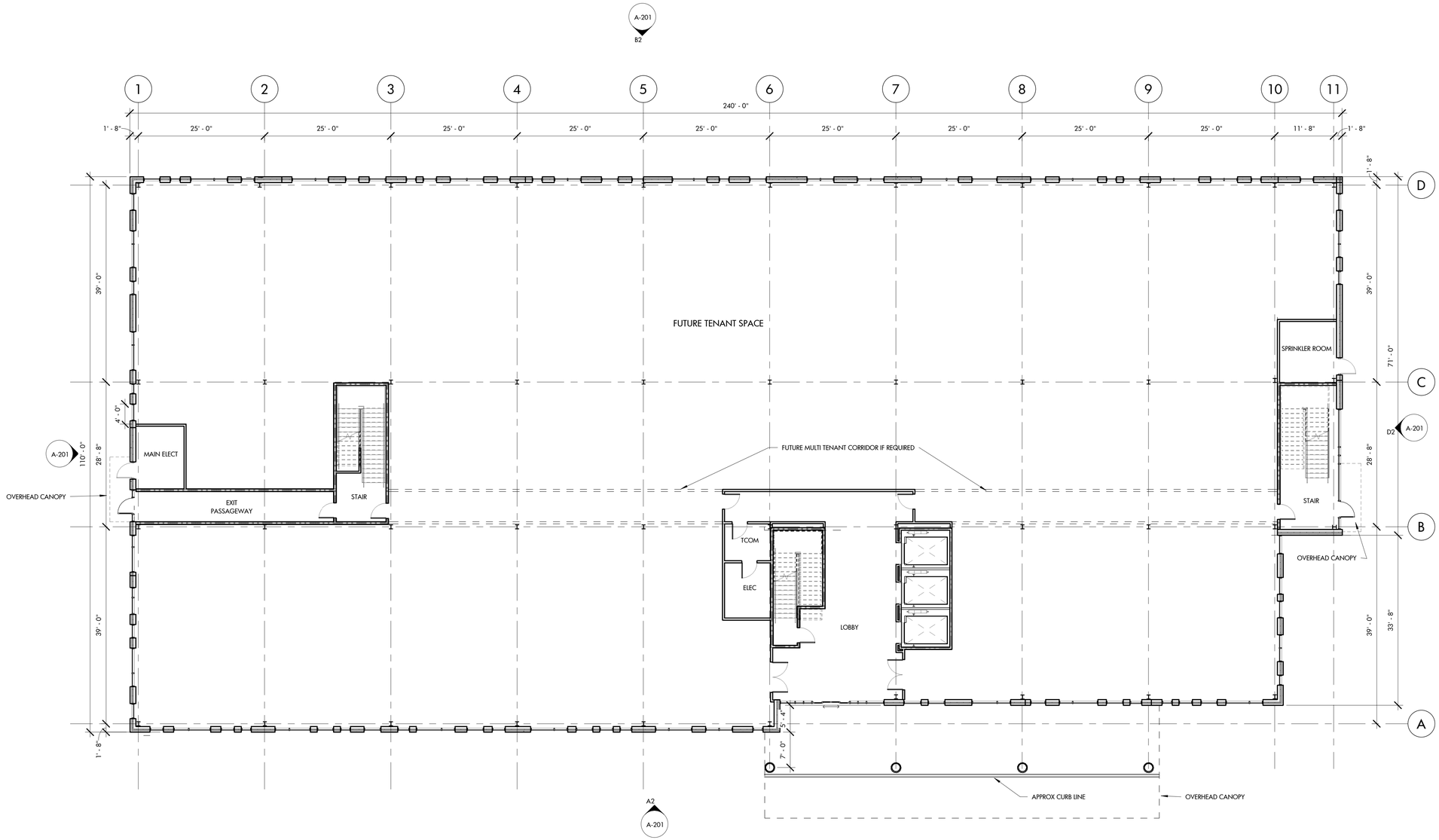

A1 / A-101 LEVEL 1 PLAN
3/32" = 1'-0"

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SEALS

PROJECT 000-000

HOLLY SPRINGS MEDICAL OFFICE BUILDING

SPORTSMANSHIP WAY
HOLLY SPRINGS, NC

CONSULTANTS

CLIENT

CAPITAL ASSOCIATES

DRAWING TITLE

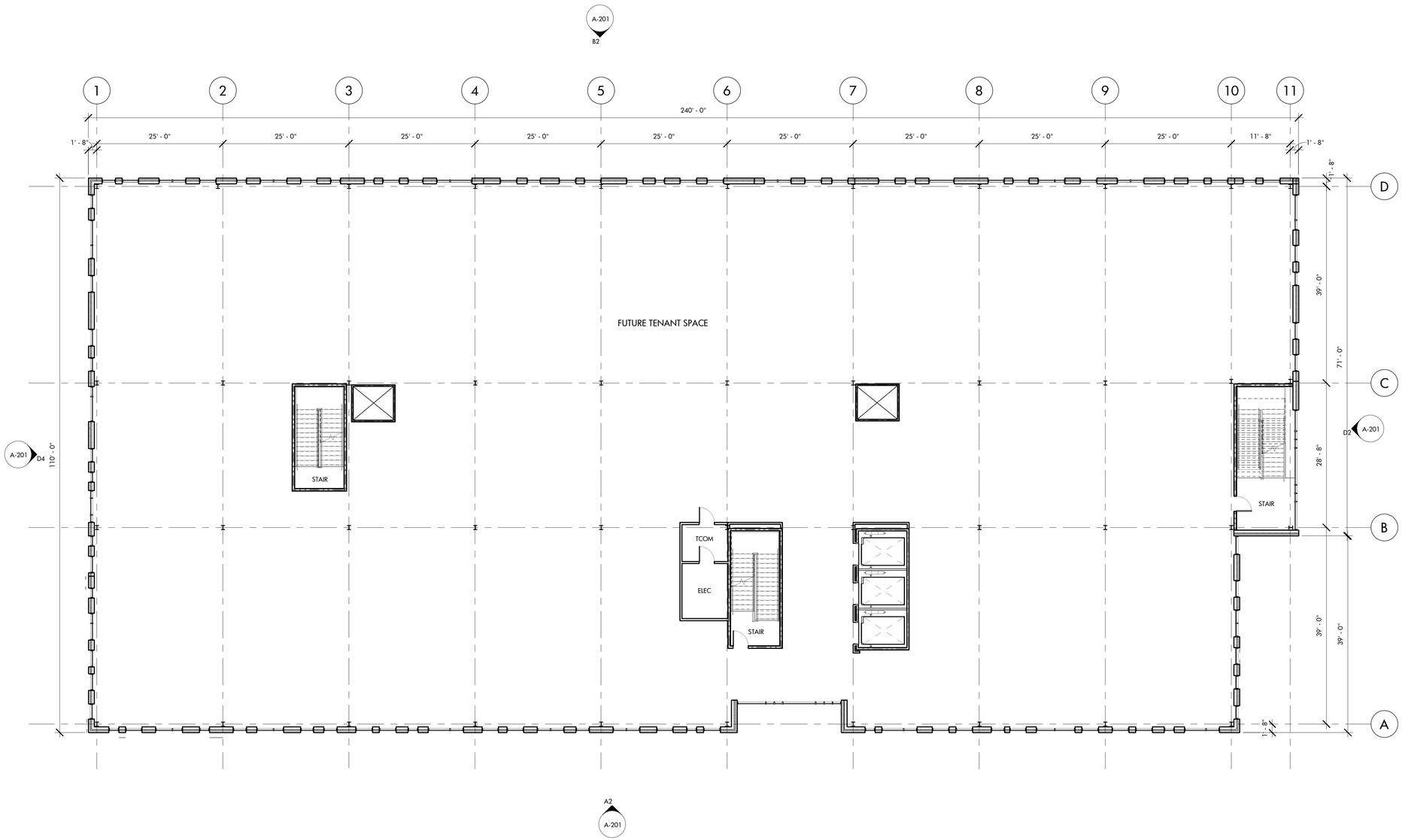
FIRST FLOOR PLAN

REVISIONS

NUMBER	DESCRIPTION	DATE

DRAWN BY CML
CHECKED BY BDG
DATE ISSUED 3/7/25 ___ OF ___

A-101



A1 / A-102 FLOOR PLANS 2 AND 3
3/32" = 1'-0"

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PROJECT 000-000

HOLLY SPRINGS MEDICAL OFFICE BUILDING

SPORTSMANSHIP WAY
HOLLY SPRINGS, NC

CONSULTANTS

CLIENT

CAPITAL ASSOCIATES

DRAWING TITLE

UPPER FLOOR PLANS

REVISIONS

NUMBER	DESCRIPTION	DATE

DRAWN BY CML
CHECKED BY BDG
DATE ISSUED 3/6/25 ___ OF ___

A-102

D2 A-201 EAST 3/32" = 1'-0"

D4 A-201 WEST 3/32" = 1'-0"

B2 A-201 NORTH 3/32" = 1'-0"

A2 A-201 SOUTH 3/32" = 1'-0"

HOLLY SPRINGS UDO CONFORMANCE NOTES:

GENERAL
1. BUILDING IS CONSIDERED A LARGE BUILDING - APPROX 77,273 GROSS SF

BUILDING MATERIALS
SEE SHEET A-202 FOR MATERIAL DESIGNATIONS

1. THE TYPE 1 BUILDING MATERIAL IS BRICK AND IS REQUIRED TO BE AT LEAST 60% OF EACH ELEVATION (EXCLUDING GLASS)
SOUTH = 8132 TOTAL SF X .60 = 4879 SF REQUIRED
6531 SF PROVIDED
NORTH = 9028 TOTAL SF X .60 = 5417 SF REQUIRED
7382 SF PROVIDED
EAST = 3230 TOTAL SF X .60 = 1939 SF REQUIRED
2767 SF PROVIDED
WEST= 3783 TOTAL SF X .60 = 2270 SF REQUIRED
3089 SF PROVIDED

2. THE PRIMARY BRICK IS LIMITED TO 2 COLORS (BLACK AND GRAY)

3. THE TYPE 2 MATERIAL IS ALUMINUM WOOD LOOK SIDING/CLADDING - NO RESTRICTIONS
SOUTH = 1601 SF PROVIDED
NORTH = 1646 SF PROVIDED
EAST = 463 SF PROVIDED
WEST= 694 SF PROVIDED

BULK AND MASSING
1. SEE ELEVATIONS FOR BASE, MIDDLE, AND CAP MASSING DESIGNATIONS. SEE BELOW FOR PERCENTAGE OF FACADE HEIGHT
BASE = 25%
MIDDLE = 62% - GREATER THAN THE 50% REQUIRED
TOP = 13%

VERTICAL VARIATION
1. ALONG THE MAJORITY OF THE BUILDING WE HAVE BRICK COLUMNS FROM GROUND FLOOR TO THE ROOF AT DIFFERING WIDTHS APART BUT NONE LARGER THAN THE 75' MAX. THERE ARE CHANGES IN PLANE OVER 2" AT ALL WINDOW OPENINGS ALOGN THESE VERTICAL ELEMENTS

ROOF EXPRESSION
1. ROOF LINE STANDARDS DO NOT APPLY TO ROOF LINE OF A BUILDING 3 STORIES OR TALLER

FACADE ACTIVATION
1. THERE ARE NO BLANK WALLS OVER 20'

2. PRIMARY BUILDING ENTRANCE IS VISIBLE FROM A PUBLIC RIGHT OF WAY AND IS EASILY IDENTIFIABLE DUE TO A CHANGE IN MATERIAL AND A DROP OFF CANOPY

HUMAN SCALE ELEMENTS
1. A COMBINATION OF PUNCHED OPENINGS AND BRICK DETAILING (CHANGES IN COURSING) ARE PROVIDED VERTICALLY IN THE FIRST 15' OF THE FACADE

ALL OTHER FACADE STANDARDS
1. ALL ELEVATIONS ARE DESIGNED TO MEET THE STANDARDS

SCREENING
1. A ROOF SCREEN SHALL BE INSTALLED ON THE ROOF TO BLOCK ALL VIEWS TO HVAC EQUIPMENT

TRANSPARENCY
SEE ELEVATIONS FOR HATCHED AREAS SHOWING VISION GLASS. ALL UNHATCHED GLASS IS SPANDREL AND IS NOT TRANSPARENT

GROUND FLOOR - 20% TRANSPARENCY REQUIRED
UPPER LEVELS - 15% TRANSPARENCY REQUIRED

NORTH ELEVATION GROUND FLOOR TRANSPARENCY = 50%
NORTH ELEVATION SECOND FLOOR TRANSPARENCY = 20%
NORTH ELEVATION THIRD FLOOR TRANSPARENCY = 16%

EAST ELEVATION GROUND FLOOR TRANSPARENCY = 48%
EAST ELEVATION SECOND FLOOR TRANSPARENCY = 30%
EAST ELEVATION THIRD FLOOR TRANSPARENCY = 24%

SOUTH ELEVATION GROUND FLOOR TRANSPARENCY = 57%
SOUTH ELEVATION SECOND FLOOR TRANSPARENCY = 24%
SOUTH ELEVATION THIRD FLOOR TRANSPARENCY = 20%

WEST ELEVATION GROUND FLOOR TRANSPARENCY = 50%
WEST ELEVATION SECOND FLOOR TRANSPARENCY = 26%
WEST ELEVATION THIRD FLOOR TRANSPARENCY = 20%

SIGNAGE AND ADDRESS
1. ALL SIGNAGE TO BE PERMITTED SEPERATLY WITH A SIGN PERMIT
2. PROVIDE 6" MIN TALL ADDRESS/SUITE NUMBERS ON BUILDING. COORDINATE FINAL LOCATION WITH OWNER AND TOWN

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PROJECT 000-000

HOLLY SPRINGS MEDICAL OFFICE BUILDING

SPORTSMANSHIP WAY
HOLLY SPRINGS, NC

CONSULTANTS

CLIENT

CAPITAL ASSOCIATES

DRAWING TITLE

EXTERIOR ELEVATIONS

REVISIONS

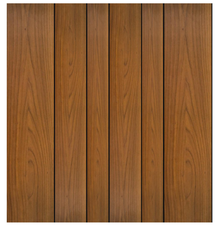
NUMBER	DESCRIPTION	DATE
1	Development Plan Amendment 2nd Submittal	4/24/25

DRAWN BY CML
CHECKED BY BDG
DATE ISSUED 3/6/25 ___ OF ___

A-201

CANOPY
ALUMINUM COMPOSITE METAL PANEL CLAD
DROP OFF CANOPY - CHARCOAL GRAY

1" LOW-E GLASS
GUARDIAN GLASS SUNGUARD SNX 62/27
CLEAR IN BLACK ANODIZED ALUMINUM FRAMING



WOOD CLADDING
LONGBOARD ARCH PRODUCTS - ALUM WOOD GRAIN LOOK CLADDING - LIGHT CHERRY

TYPE 2 MATERIAL

LIGHT GRAY MODULAR BRICK
BELDEN - SMOKY GRAY VELOUR

TYPE 1 - PRIMARY MATERIAL

BLACK MODULAR BRICK
BELDEN - BLACK DIAMMOND VELOUR

TYPE 1 - PRIMARY MATERIAL

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HOLLY SPRINGS MEDICAL OFFICE BUILDING

SPORTSMANSHIP WAY
HOLLY SPRINGS, NC

CONSULTANTS

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DRAWING TITLE
EXTERIOR BUILDING MATERIALS

REVISIONS

NUMBER	DESCRIPTION	DATE

DRAWN BY CML
CHECKED BY BDG
DATE ISSUED 3/6/25 ___ OF ___

A-202

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 15.

Public Hearings
Title: Duke Friendship Substation Rezoning (Deer Path Rd.) 25-REZ-04 - Legislative Public Hearing
Strategic Priority Area: Growth Management & Economic Vitality
Staff Resource: Grayson Taylor, Development Services, Elliot Blonshine, Development Services

Action(s):

- Conduct Legislative Public Hearing

Explanation:

- Duke Energy Progress has submitted an application for a rezoning from RR - Rural Residential to BRT-CD Business & Research Technology Conditional Zoning District and BRT Business & Research Technology, to construct a new 230kv Utility Substation at 4113 Deer Path Road.
- This application follows the Option 1: Detailed Plan Conditional Zoning District process, with an associated Development Plan for the substation, consisting of 45.25 acres.
- The area of the application to be rezoned to the base BRT zoning district is 6.11 acres and is for the purpose of future development associated with the adjacent property (Amgen).
- The project primarily lies within the Town's ETJ. However, a portion of this project includes the NCDOT maintained right-of-way of Deer Path Road, which is partially outside the Town's Planning Jurisdiction. Prior to any zoning approval, a voluntary annexation is required.
- The applicant seeks to close the right-of-way for Deer Path Road up to the property line, and an application to the Town will be forthcoming.
- Following this Public Hearing, this application will proceed to Planning Board for review and a recommendation. It is anticipated to return to the Town Council for action at the October 21st meeting.

Background:

- The majority of the project area lies within the Town's Planning Jurisdiction which entered into the ETJ with the 2016 expansion.
- In accordance with the updated Town Council Legislative review process, consideration of this application will take place on the following schedule:
    - Tuesday, September 16 - Town Council Public Hearing
    - Tuesday, September 23 - Planning Board review and recommendation
    - Tuesday, October 21 - Town Council consideration and decision

Funding Source(s):

N/A

Attachment(s):

1. 25_REZ_04_DukeFriendshipSubstation_StaffReport
2. 25REZ04_DukeFriendshipSubstation_Application
3. 25REZ04_DukeFriendshipSubstation_Plans

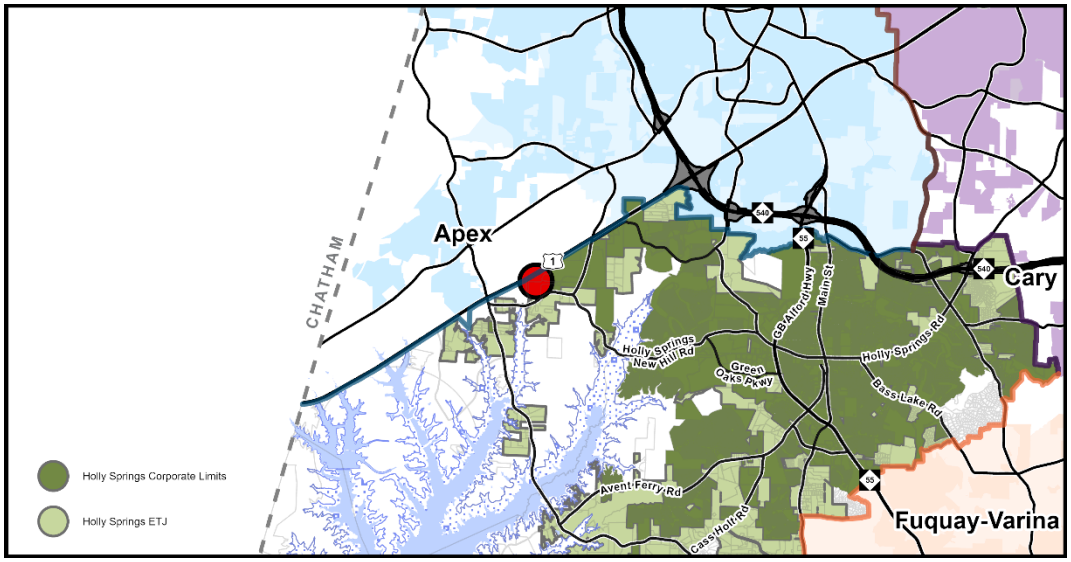
Project Type: Zoning Map Amendment (Rezoning)
Conditional Zoning District & General Use District
Detailed Plan (Option 1)

Concurrent Applications:
☐ Waiver / SUP/ VAR/ CPA

Applicant / Petitioner:
McAdams, on behalf of Duke Energy Progress

Property Address: 4113 Deer Path Road

Project Area: 51.36 ac.



Located in: ☐Holly Springs Corporate Limits ☒Holly Springs ETJ ☒Annexation Pending

Project Summary:

A rezoning of 45.25 acres from RR-Rural Residential to BRT-CD – Business & Research Technology, and 6.11 acres from RR-Rural Residential to BRT – Business & Research Technology at 4113 Deer Path Road for a new Duke Energy Progress 230kv Substation.

Requested Action:

Public Hearing: The Town Council must hold a legislative public hearing to receive public comments regarding the proposal prior to Planning Board consideration.

Table of Contents:

Case Summary	Page 2
Current Zoning Information	Page 3
Land Use & Character Information	Page 4
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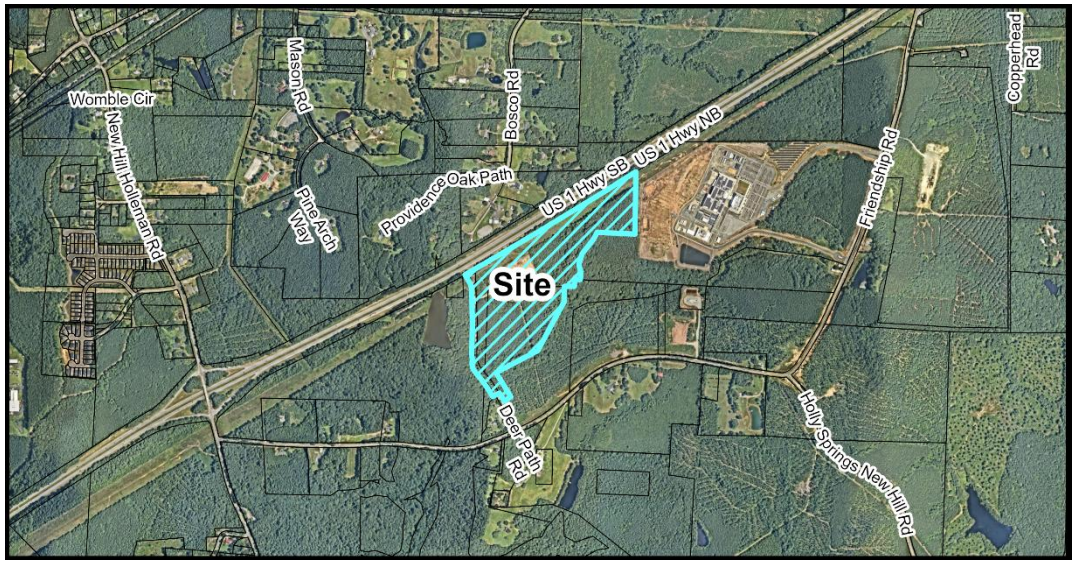
Parks, Recreation, & Greenways Information	Page 9
Community Facilities Information	Page 10
Utility & Infrastructure Information	Page 11
Natural Resources & Open Space Information	Page 13
Conditional Zoning District Information	Page 14
Decision-Making Information	Page 17

Case Summary

Current Zoning:
RR Rural Residential
☐ Conditional Zoning District

Proposed Zoning:
BRT Business & Research Technology
☒ Conditional Zoning District for a portion of the site
Detailed Plan (Option 1)



Aerial Photograph

Growth Strategy Map:
Places to Preserve
Places to Enhance

Small Area Plan Designation:
N/A

Future Land Use Plan Designation:
Natural Area
Business & Industrial

Staff Analysis:

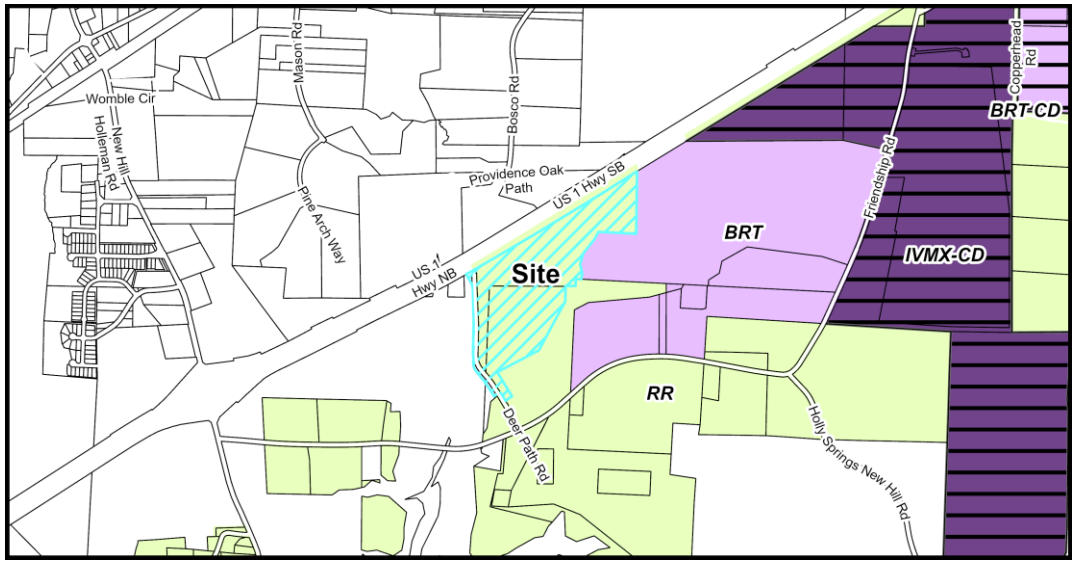
The Zoning Map Amendment is: ☒ Consistent with Adopted Plans/Ordinances ☐ Inconsistent with Adopted Plans/Ordinances

The proposed Business & Research Technology Conditional Zoning District and Business & Research Technology zoning districts are to serve the purposes of constructing a new utility substation at the existing site, as well as set up the adjacent site for future success. The Conditional Zoning District, which is also a Development Plan for the substation, depicts the project almost entirely on the existing substation site, which will be demolished/upgraded. Both proposed zoning districts are important to achieving the Town's long-term utility needs and economic development goals and are consistent with the Comprehensive Plan.

Staff Recommendation: ☒ Approve ☐ Deny

Current Zoning Information

Proposed Zoning	Current Zoning	Area
BRT-CD	RR, R-80*	45.25**
BRT	RR	6.11**
	Total Area	**51.36**
	**Wake County Zoning* ***Portions of larger parcels*	



Current Zoning Map

Adjacent Property Current Zoning Information

	Zoning	Existing Land Use
Subject Property	RR – Rural Residential	Existing Substation, Vacant
North	R-30 (Wake County)	US-1, Detached Dwellings
South	RR – Rural Residential	Vacant, Detached Dwellings
East	RR – Rural Residential BRT – Business & Research Technology	Amgen, Vacant
West	R-80 (Wake County)	Vacant

Parcel Rezoning History

Rezoning Number: 15-REZ-07 (ETJ Expansion)
Original Zoning: R-80 (Wake County)
Approved Zoning: R:30 – Residential (RR after 2022)
Approval Date: June 7th, 2016

Land Use & Character Information

Vision Holly Springs Comprehensive Plan Section 1

Growth Strategy Map: Places to Preserve
Places to Enhance

Future Land Use: Natural Area
Business & Industrial

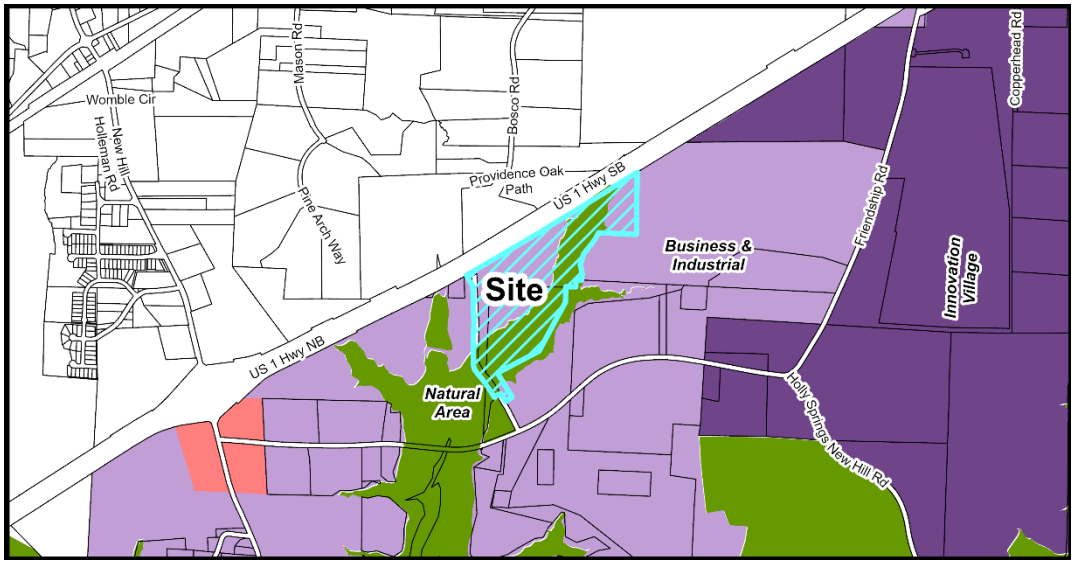
Small Area Plan: N/A

The Requested Zoning Map Amendment is:

☒ **Consistent with the Future Land Use Map**

☐ **Inconsistent with the Future Land Use Map**

If a Zoning Map Amendment is adopted and the action is deemed inconsistent with the Future Lane Use Map, the Zoning Map Amendment has the effect of also amending the Future Land-use Map.



Future Land Use Map

Important Themes for Transforming Holly Springs:

Eight important themes for Holly Springs are highlighted as high-priority principles for transforming the Town. The following theme(s) should be considered with this request:

Theme	Description
☐ Establish Mixed-Use Activity Centers Throughout Holly Springs	Mixed-use and walkable development
☐ Suburban Remix	Activate neighborhood centers
☐ Suburban Retrofit	Redevelop existing centers into mixed-use, multi-modal, activated centers
☐ Context-Sensitive Infill Development Choices	Infill around single use residential areas
☒ Transitions	Complement existing development and avoid incompatibilities
☐ Increase Home & Neighborhood Choices in Holly Springs	Variety of integrated housing products
☐ Increase Diversity & Affordability of Housing in Holly Springs	Adequate supply of affordable housing
☐ More Transportation-Land Use Coordination in the Community	Equal emphasis on land use (demand), transportation (supply) and urban design (character)

Land Use & Character Information (cont.)

Growth Strategy Map: Places to Enhance
Places to enhance in Holly Springs celebrate existing and future residential neighborhoods, and the small activity centers that serve them, as the building blocks for a strong community. They generally include Conservation Neighborhoods, Residential Neighborhoods with single dwelling detached homes on varying lot sizes, or Mixed Residential Neighborhoods with two or more home types (single dwelling detached, single dwelling attached, and multi dwelling) in the same development. Future infill development in the enhancement areas should be sensitive to the uses and densities along the perimeter of adjacent neighborhoods.

Growth Strategy Map: Places to Preserve
Places to preserve in Holly Springs safeguard environmentally sensitive lands and provide meaningful opportunities to link residents with nature. They generally include permanent conservation areas, one hundred-year floodplains, and land inside the high lake level and buffer area (260 ft) for the Shearon Harris Nuclear Power Plant. Future development is discouraged in these locations to protect natural areas throughout the community, with the exception of single-dwelling detached homes on very large lots and cross-town trails and greenways that provide attractive and viable travel corridors for walking and biking.

Future Land Use: Business & Industrial
Business & Industrial Centers provide opportunities to concentrate employment clusters throughout the town. They support both large-scale, single tenant office and industrial buildings and smaller, multi-tenant office and industrial buildings that are clustered and may support and serve one another. Business & Industrial Centers are typically buffered from surrounding development by tree preservation areas or landscaped areas, with the type and size of the buffer a function of the activities being performed on the site.

Future Land Use: Natural Area
Natural Areas are largely undeveloped and reserved for preservation and low-impact recreation (trails and greenways) because of their outstanding beauty, environmental features, or proximity to Harris Lake.

Small Area Plan: N/A

Historic Structures: ☒ None

Land Use & Character Staff Analysis:

The Zoning Map Amendment is: ☒ Consistent ☐ Inconsistent with the Land Use & Character Plan/Ordinances

The proposed BRT-CD zoning district is specifically to construct a new Duke Energy Progress substation at its existing site at 4113 Deer Path Road, and the BRT portion is proposed to be rezoned for future development. The Land Use & Character Plan identifies this project area as Business & Industrial and Natural Area.

Land Use & Character Staff Analysis (cont.):

The proposed zoning districts are supported by the Business & Industrial character areas, as the use would increase power supply to the Town, including recent approved economic development projects in the vicinity. The Development Plan also includes significant buffering where feasible, a characteristic of the Business & Industrial character area. Generally, the Business & Research Technology zoning district is most suited for the Business & Industrial character area. The proposed substation is supported by the primary Supporting Infrastructure recommendation SI-1 Add Infrastructure Capacity and Increase Services to Keep Pace with Development. Meeting the power supply needs of Town employers and residents is critical to the long-term success of the Town overall.

Also on the site is Natural Area, closer to the stream identified on the site. This area is shown to be undisturbed, preserving the environmental features and following the Land Use & Character Plan.

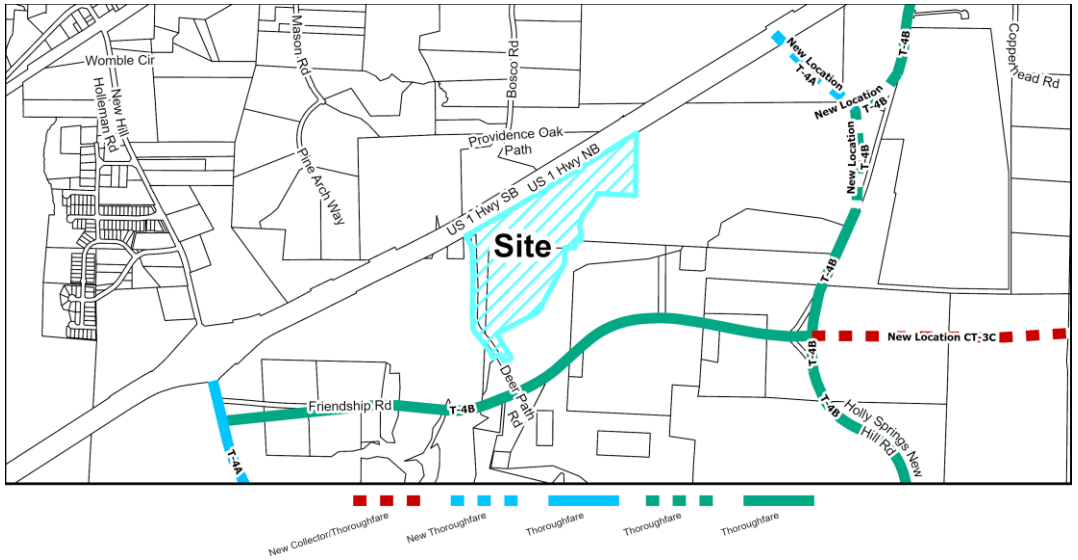
The proposed Zoning Map Amendment is consistent with the Land Use & Character Plan.

Transportation Information

Vision Holly Springs Comprehensive Plan Section 2

Comprehensive Transportation Plan

Road Widening along Project Frontage	☐ Required ☒ Not Required
New Location Roadways	☐ Required ☒ Not Required
Hotspot/Safety Study Location	☐ Yes ☒ No



Roadway Map

Comprehensive Transportation Plan Summary

Road Widening along Project Frontage:

The project area does not have frontage on a CTP road, and therefore road widening is not applicable. The project has access via Deer Path Road, which is an NCDOT maintained gravel access road.

New Location Roadways:

There are no new location roadways associated with this project.

Hotspot/Safety Study Location:

There are no Hotspot/Safety Study locations in the vicinity of the project.

Improvement Prioritization:

N/A

Transportation Information (cont.)

Traffic Study Policy

☐Traffic Study Required ☐Tier 1
☐Tier 2
☐Tier 3
☐Traffic Verification Memo

Traffic Study Summary
The proposed alterations to the existing site do not increase or at all change the number of trips for this existing site. The site is expected to generate 1-2 trips daily and therefore a traffic study was not warranted per the adopted Traffic Study Policy.

Transportation Staff Analysis:

The Zoning Map Amendment is: ☒ Consistent ☐ Inconsistent with the Comprehensive Transportation Plan/Ordinances

This project has met the requirements of the Town's Traffic Study Policy and is consistent with the Town's Comprehensive Transportation Plan.

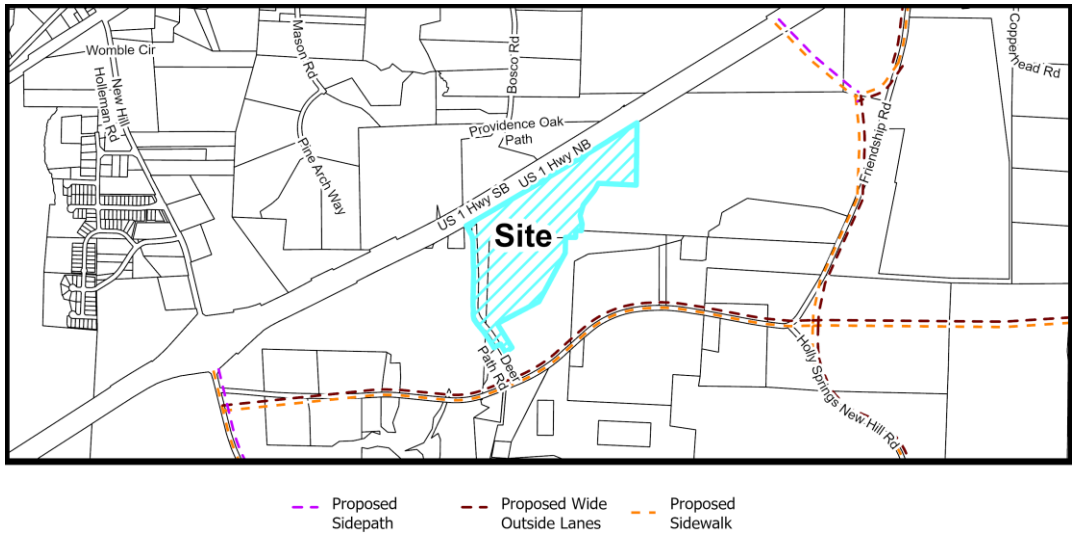
Parks, Recreation, & Greenways Information

Vision Holly Springs Comprehensive Plan Section 3

Park Search Area

☐ Yes

☒ No



Active Transportation Map

Required Active Transportation Improvements

☐ Greenway ☐ Sidepath

There are no greenway or sidepath requirements for this project.

Parks, Recreation, & Greenways Summary

The project area does not have road frontage, so a sidepath is not required with this project. Also, there are no greenways on the Future Active Transportation Map through the project area. The property is not within a Park Search Area.

Parks, Recreation, & Greenways Staff Analysis:

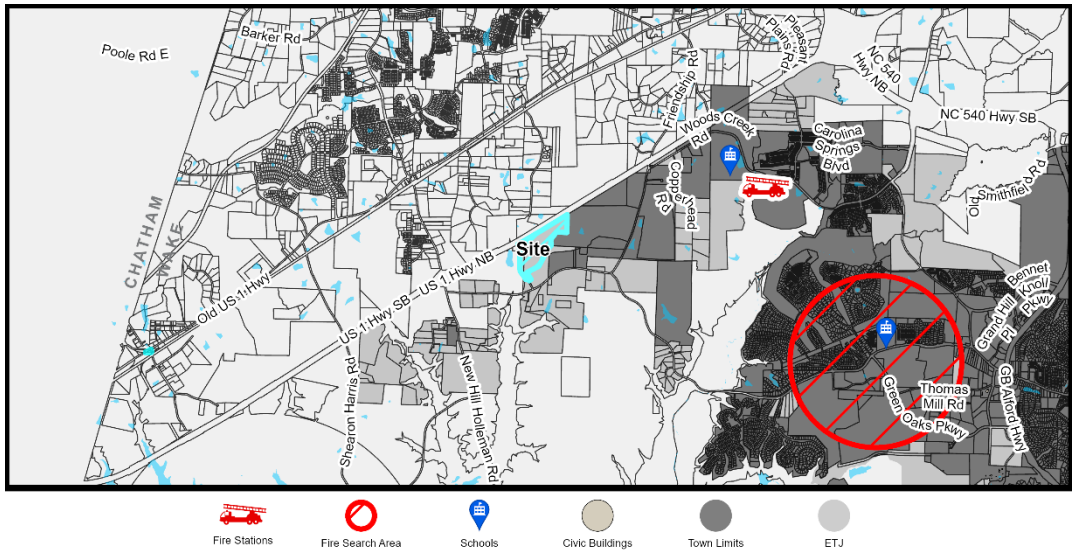
The Zoning Map Amendment is: ☒ Consistent ☐ Inconsistent with the Parks, Recreation & Greenways Master Plan/Ordinances

The proposed Zoning Map Amendment is not within a Park Search Area, has no greenway or sidepath requirements, and is proposing no residential units affecting park capacity. The application is consistent with Parks, Recreation, and Greenways.

Community Facilities Information

Vision Holly Springs Comprehensive Plan Section 4

Population growth increases demand for public services. In order to fulfill this demand, community facilities must be appropriately planned for and constructed. These facilities may range from additional public safety stations, such as police and fire, to new schools to handle the influx of school-aged children into an area.



Community Facilities Map

WCPSS Coordination

A Letter of Impact from Wake County Public School System (WCPSS) is not required for this project as no new residential units are proposed.

Community Facilities Staff Analysis:

The requested Zoning Map Amendment is: ☒ Consistent ☐ Inconsistent with the Community Facilities Plan

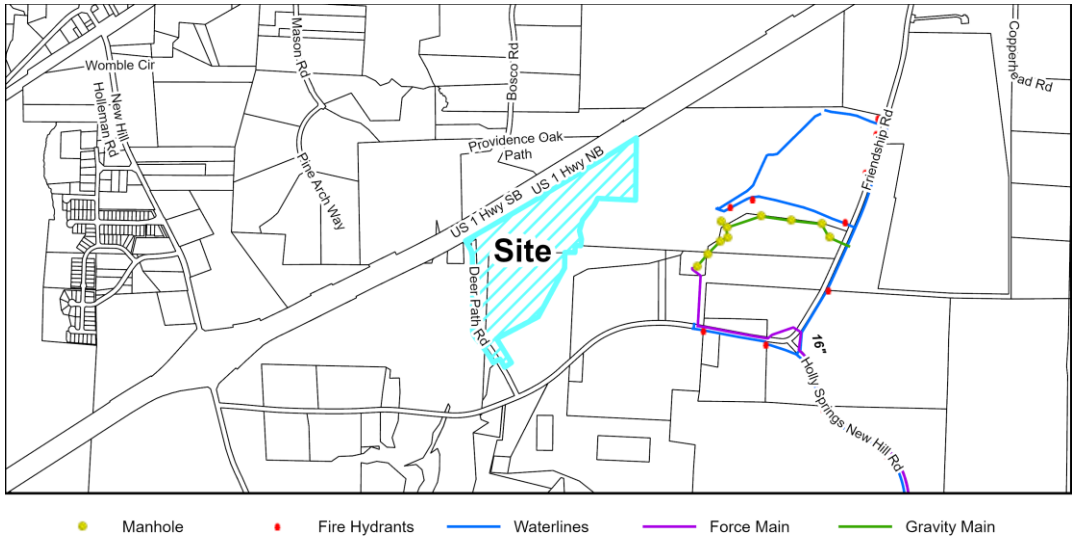
The subject property is outside of a search area for a public safety station as designated on the Community Facilities Map.

Infrastructure & Utility Information

Vision Holly Springs Comprehensive Plan Section 5

Utility Availability

Water	☐ Yes ☒ No ☐ Study Required
Sanitary Sewer	☐ Yes ☒ No ☐ Study Required
Reclaim	☐ Yes ☒ No ☐ Study Required



Utility Map

Infrastructure & Utility Summary

Water:

Town water mains are not currently available to or utilized by the existing substation. The substation expansion does not change the overall substation operation or functionality and remains consistent with the existing use. Therefore, the project is not extending water main to the site.

Sanitary Sewer:

Town sewer mains are not currently available to or utilized by the existing substation. The substation expansion does not change the overall substation operation or functionality and remains consistent with the existing use. Therefore, the project is not extending sewer main to the site.

Reclaim:

Town reclaimed water mains are not currently available to or utilized by the existing substation. The substation expansion does not change the overall substation operation or functionality and remains consistent with the existing use. Therefore, the project is not extending reclaimed water main to the site.

Infrastructure & Utility Information (cont.)

Water Resource Management (WRMP) Policy

☐ WRMP Applicable
☒ WRMP Not Applicable

☐Tier 1
☐Tier 2
☐Tier 3

Allocation Elements

☐ Public Infrastructure Improvements
☐ Sustainable Design
☐ Work Force Housing
☐ Open Space/Tree Preservation

Water Resource Management Policy Summary
This project is not subject to the Water Resource Management Policy as the project will not generate wastewater.

Infrastructure & Utility Staff Analysis:

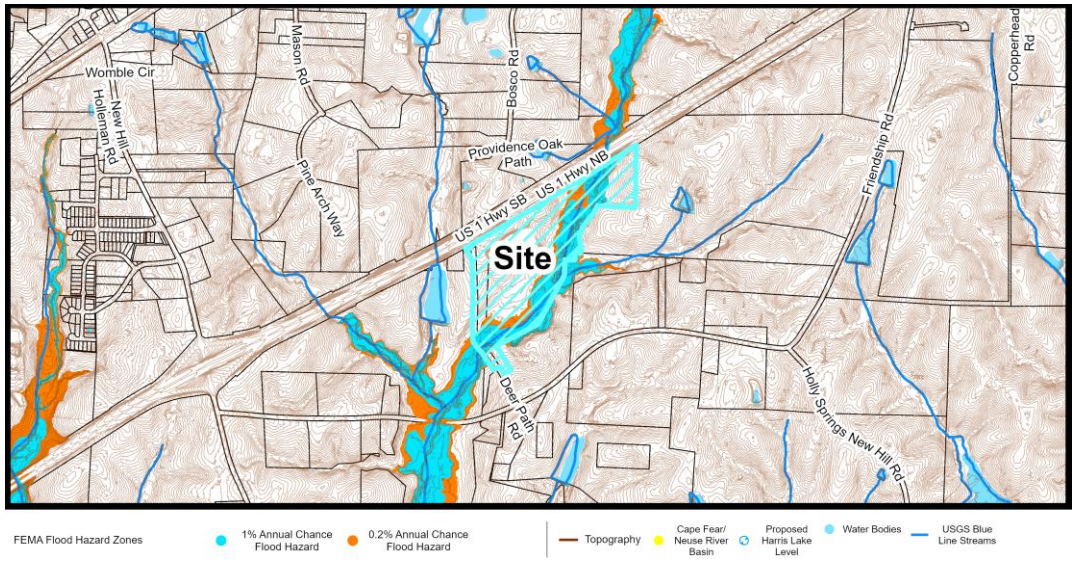
The Zoning Map Amendment is: ☒ Consistent ☐ Inconsistent with the Infrastructure & Utilities Plan/Ordinances

Staff is supportive of not extending utilities to the site for the substation expansion based on the continued consistency with the existing use. This project is consistent with the Infrastructure & Utilities Plan.

Natural Resources & Open Space Information

Vision Holly Springs Comprehensive Plan Section 6

Total Required Open Space	**3% or ac.**
Tree Preservation Area	2% or ac.
Active Recreation Area	0 % or ac.
Urban Civic Space	N/A
Flexible Space	1% or ac.



Natural Resources Map

Natural Resources & Open Space Summary

Open Space:

A total of 3% of open space is required for projects within the Business & Research Technology zoning district. As a proposed Infrastructure Use, no Active Recreation is required. Therefore, all required 3% of open space must be Tree Preservation. The BRT-CD portion of the project only proposes 66% of project area to be disturbed, preserving 34% of the site including significant tree canopy, and meeting the tree preservation requirements. Additional open space details for the eastern portion of the rezoning which is not subject to the Conditional Zoning District will provide open space at time of Development Plan.

Stormwater:

The project is located within the Cape Fear River Basin and proposes to treat new impervious surfaces onsite to the maximum extent practical with a constructed wet pond. There are several jurisdictional features located on and adjacent to the site such as wetlands, streams, ponds and Riparian Buffers.

Natural Resources & Open Space Staff Analysis:

The Zoning Map Amendment is: ☒ Consistent ☐ Inconsistent with the Natural Resources Plan/Ordinances

The proposed BRT-CD/BRT zoning districts meet the requirements of the Natural Resources and Open Space regulations per the Unified Development Ordinance and Conditional Zoning District. Any and all permits required to construct this development must be obtained prior to Civil Construction Drawing approval. This site has been designed to minimize impacts to existing environmental features, and is consistent with the Comprehensive Plan.

Conditional Zoning District Standards Information

Unified Development Ordinance

Conditional Zoning Districts (CD) are intended to provide flexibility within the planning and development process, while creating additional controls to ensure quality development. The Conditional District allows the applicant the option of requesting this flexibility in exchange for higher quality, innovative, and sustainable development.

CD Goals: CD proposals shall demonstrate that the project and development therein will incorporate and/or achieve the following design goals:

1. The incorporation of existing natural features such as wooded areas and slopes into the design of new development in such a manner as to preserve the site's natural character;
2. The preservation of significant view corridors; development of out-lying areas of the Town and its Extraterritorial Jurisdiction in a manner which retains elements of traditional historical land use patterns;
3. Development of pedestrian oriented communities; development of traditional style neighborhoods;
4. Development of communities that are visually and functionally connected to one another;
5. Protection of significant watershed areas in order to preserve water quality;
6. Creativity and imagination in the process of development;
7. Unique architecture or sustainable design;
8. Efficient, aesthetic and desirable use of open space;
9. Variety in housing types and physical development patterns; and,
10. Special considerations for property with a unique history or outstanding physical features.

Conditional Zoning District & Development Standards Summary

Development Standards (UDO Section 2):

	UDO Standard	Proposed Standard
Lot Configuration		
Minimum Lot Frontage	100'	None (The 60' R/W of Deer Path Road will be retained as lot frontage)

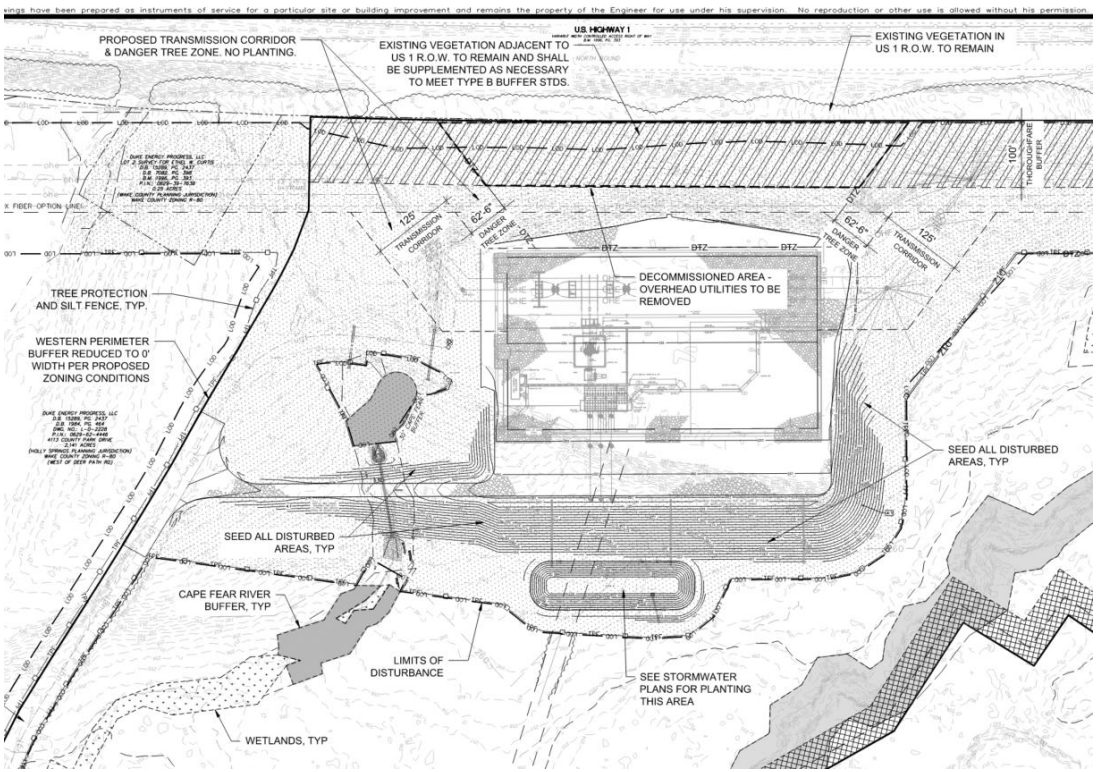
Use Standards (UDO Section 3):

	UDO Standard	Proposed Standard
Additional Use Provisions for *Infrastructure/Utilities (Major)*		
Fence Height	6' minimum	8'
Fence Type	Unspecified – Barbed Wire Permitted with wire not extending over top of fence	Barbed Wire – 7' Chain Link + 1' Barbed Wire extending outward above fence
Fence Screening	20' Type C	None

Landscaping (UDO Section 5):

	UDO Standard	Proposed Standard
Perimeter Buffers		
East	20' Type C	None - Existing Deer Path Rd
North	100' US-1 Conservation Buffer	None - Utility Easement or specified Danger Tree Zone

Proposed Site Design (UDO Section 8 and Conditional Zoning District)



Site Design Highlights

- Existing Buffer preserved where feasible along US-1, remaining buffer areas to be entirely preserved.
- New transmission lines to be constructed in and out of site.
- Existing overhead utilities to be removed.
- Required grading and stormwater facilities provided.

Example Image Provided by the Applicant

This image is an example of a facility similar to the proposal.

Conditional Zoning District Standards Staff Analysis

The Zoning Map Amendment is: ☒ Consistent ☐ Inconsistent with Conditional Zoning District Standards/Ordinances

The proposed Business & Research Technology Conditional Zoning District modifies few UDO standards, and most of these proposed modifications are related to the site itself.

- The reduction in lot frontage is due to the shape of the lot where it fronts Deer Path Road. This is an existing condition and the proposed modification does not establish a new lot without sufficient frontage.
- The reduction in buffer requirements is due to existing driveway and utility easement conditions. Existing easement along US-1 prevents significant buffering standards, and the applicant has stressed the need for maintenance in these easement areas, especially around the towers and danger tree zones. However, the applicant has also provided specific areas in the easement where existing vegetation can be preserved. The applicant has also proposed no buffer along the western property line. While the existing Deer Path Road right-of-way is planned to be closed, the drive will continue to be used for site access, preventing a buffer in the same location. As the adjacent property is also owned by Duke, and any future development on the adjacent site will require a buffer, this buffer modification may be reasonable. Overall, the proposed Business & Research Technology Conditional Zoning District standards have been found to be consistent with the Unified Development Ordinance.
- The applicant has also proposed several changes to the additional use requirements regarding fencing, proposing barbed wire extending outward, and no vegetative screening. The UDO requirements for barbed wire around major infrastructure are typically for more publicly visible projects, as such staff did not find there to be concern with the modification due to the existing vegetation around the site, and distance from adjacent properties. As the site contains critical infrastructure, the security of the substation was also considered for this request.

Staff find the modifications requested with this Conditional Zoning District helps the Town achieve the CD goals and are in the public interest.

Decision-Making Information

Comprehensive Plan and Conditional Zoning District Consistency Summary Table

Vision Holly Springs Comprehensive Plan	
Land Use & Character Plan/Ordinances (Section 1)	☒ Consistent ☐ Inconsistent
Comprehensive Transportation Plan/Ordinances (Section 2)	☒ Consistent ☐ Inconsistent
Parks, Recreation & Greenways Master Plan/Ordinances (Section 3)	☒ Consistent ☐ Inconsistent
Community Facilities Plan/Ordinances (Section 4)	☒ Consistent ☐ Inconsistent
Infrastructure & Utilities Plan/Ordinances (Section 5)	☒ Consistent ☐ Inconsistent
Natural Resources Plan/Ordinances (Section 6)	☒ Consistent ☐ Inconsistent
Unified Development Ordinance	
Conditional Zoning District Standards/Ordinances	☒ Consistent ☐ Inconsistent

Zoning Map Amendment (Rezoning) Staff Analysis
The applicant must demonstrate that the proposed Zoning Map Amendment and property owner offered conditions (if any) or unique conditions associated with this request support the Town's Comprehensive Plan objectives and/or Ordinances and why the proposed zoning change is reasonable and in the public interest. The applicant has provided a statement in the petition.

Staff has reviewed the application and has determined the requested Zone Map Change is:

☒ Consistent with Adopted Plans/Ordinances ☐ Inconsistent with Adopted Plans/Ordinances
☒ Reasonable and in the Public Interest ☐ Not Reasonable and in the Public Interest

The proposed Business & Research Technology Conditional Zoning District and Business & Research Technology zoning districts are to serve the purposes of constructing a new utility substation at the existing site, as well as set up the adjacent site for future success. The Conditional Zoning District, which is also a Development Plan for the substation, depicts the project almost entirely on the existing substation site, which will be demolished/upgraded. Both proposed zoning districts are important to achieving the Town's long-term utility needs and economic development goals, and are consistent with the Comprehensive Plan.

Staff Recommendation: ☒ Approve ☐ Deny

Previous Case Related Items

Neighborhood Meeting
The applicant must hold a neighborhood meeting with all property owners within 500 feet of the project prior to submitting an application. A report of the neighborhood meeting has been submitted and is included in the agenda item attachments.

Meeting Date: 1/29/2025
Summary of Issues: No attendees present.

Legislative Public Hearing

Legislative Public Hearing

Prior to the Legislative Public Hearing:

- Mailed notice has been sent to all property owners within 500 feet of the project.
- Published notice has been made twice in the News & Observer.
- Posted notice has been made with a public hearing sign on the property.

Town Council Decision: Legislative Decision

Legislative Decision:

Legislative public hearings are held prior to a change in policy that may affect the entire community, including decisions on land use. The public hearing allows the Town Council to receive public comments regarding the proposal and then have discussion and deliberation. Based on the information provided on the proposal, the Town Council will make a determination on whether or not to approve the policy or modification.

Action #1: Hold Legislative Public Hearing

Action #2: Zone Map Amendment (Rezoning)

Zone Map Amendment (Rezoning) for Duke Friendship Substation will be forwarded to the Planning Board for review and recommendation.

Next Steps

Planning Board Consideration & Recommendation

Advisory Decision

The Planning Board will review the proposed Zone Map Amendment (Rezoning) at the 9/23/2025 meeting and make a recommendation to the Town Council.

Anticipated Town Council Consideration and Decision: 10/21/2025

REZONING PETITION

Rezoning, Comprehensive Plan Amendment, UDO Amendment

DPM Appendix #A.02 Supplement 20 September 2024

PETITION CONTACT INFORMATION *(Attach additional sheets if needed)* **Applicant and Financially Responsible Party will need to register for an account on the Portal.**	
Project Applicant Check One: ☐ Owner ☑ Owner's Agent ☐ Design Professional ☐ Developer ☐ Other	
Name: David Bergmark (Agent for Duke Energy)	Company: McAdams
Mailing Address: 621 Hillsborough Street, Suite 500	
City, State, Zip: Raleigh, NC 27603	
Telephone: 919.361.5000	E-Mail: bergmark@mcadamsco.com
Design Professional	
Name: David Revoir	Company: Appian Consulting Engineers, PA
Mailing Address: 2317 Professional Drive/ PO Box 7966	
City, State, Zip: Rocky Mount, NC 27804	
Telephone: 252-972-7703	E-Mail: drevoir@appianengineers.com
Developer	
Name: Wayne Nicholas	Company: Duke Energy Progress, LLC
Mailing Address: 411 Fayettville Street	
City, State, Zip: Raleigh, NC 27601	
Telephone: 919.546.2191	E-Mail: wayne.nicholas@duke-energy.com
Attorney	
Name: Amy Crout	Company: Smith Anderson
Mailing Address: 150 Fayettville Street, Suite 2300	
City, State, Zip: Raleigh, NC 27601	
Telephone: 919.821.6694	E-Mail: acrout@smithlaw.com
Landscape Architect	
Name: Graham Smith	Company: Site Collaborative
Mailing Address: 1620 Hillsborough Street	
City, State, Zip: Raleigh, NC 27605	
Telephone: 919.805.3586	E-Mail: graham@sitecollaborative.com
Financially Responsible Party (REQUIRED)	
Name: McAdams Accounting Department	Company: McAdams
Mailing Address: 621 Hillsborough Street, Suite 500	
City, State, Zip: Raleigh, NC 27603	
Telephone: 919.361.5000	E-Mail: Accounting@mcadamsco.com
Property Owner (REQUIRED)	
Name: Duke Energy Progress Inc (ATTN: Wayne Nicholas)	Company: Duke Energy Progress, LLC
Mailing Address: 550 S Tryon Street	
City, State, Zip: Charlotte, NC 28202-4200	
Telephone: 919.546.2191	E-Mail: wayne.nicholas@duke-energy.com

REZONING PETITION

Rezoning, Comprehensive Plan Amendment, UDO Amendment

DPM Appendix #A.02 Supplement 20 September 2024

PETITION TYPE – each request must be a separate application in the Portal	
☑	Zoning Map Change – General Use District
☑	Zoning Map Change – Conditional Zoning District ☑ Option 1 Plan: Development Plan or Subdivision Plan (Preliminary Plat) ☐ Option 2 Plan: Master Plan
☐	Comprehensive Plan Amendment ☐ Text Amendment ☐ Future Land Use Map Amendment ☐ Small Area Plan Map Amendment
☐	UDO Text Amendment – UDO Section:

PROJECT INFORMATION https://www.hollyspringsnc.gov/742/Maps	
Project Name	Duke Energy Progress Apex Friendship Road 230kV Substation
Project Location *Use street address. If none, use closest intersection*	4113 Deer Path Rd & 0 Deer Path Rd (portion of both parcels)
	☐Within Corporate Limits ☑ Within Holly Springs ETJ ☑ Pending Annexation
PIN(s)	0629-62-4446 & 0629-49-7094 (portion of both parcels)
Real Estate ID	0110325 & 0489846 (portion of both parcels)
Project Acreage	51.36 acres (total acreage) Partial Parcel? ☑ Yes ☐ No
Current Zoning	RR: Rural Residential
Proposed Zoning	BRT (6.11 acres) & BRT-CD (45.25 acres) - legal descriptions & survey for both areas attached
Current Future Land Use Designation	Business & Industrial and Natural Area
Proposed Future Land Use Designation	No change
Small Area Plan Designation *(if applicable)*	Not applicable
Special Study Scoping Meeting Dates	Not required
Sketch Plan Review *(pre-submittal)* Meeting Date:	3/20/2025
Neighborhood Meeting Date:	1/29/2025

CERTIFICATE OF COMPLETION
I certify that all information presented in this petition is accurate to the best of my knowledge and belief. Signature of Applicant: Date: 4/22/25

PLAN CONSISTENCY STATEMENT

Describe how the proposed Zone Map Change request is consistent or supported by the objectives and policies of *Vision Holly Springs: Town of Holly Springs Comprehensive Plan* and how it is inconsistent with the Plan.
You must respond to each section. Please use additional sheets as needed.

PLAN CONSISTENCY STATEMENT

In accordance with NCGS §160D-605 when adopting or rejecting any Zoning Map Amendment or UDO Text Amendment, the Town Council must approve a brief statement describing whether its action is consistent or inconsistent with an adopted comprehensive or land-use plan. In addition, a statement analyzing the reasonableness of a proposed Zoning Map Amendment shall be approved by the Town Council. This statement of reasonableness may consider, among other factors:

- The size, physical conditions, and other attributes of the area proposed to be rezoned
- The benefits and detriments to the landowners, the neighbors, and the surrounding community
- The relationship between the current actual and permissible development on the tract and adjoining areas and the development that would be permissible under the proposed amendment
- Why the action taken is in the public interest
- Any changed conditions warranting the amendment.

Please provide detailed documentation to assist the Council in making their determination.

EXECUTIVE SUMMARY

Please see attachment.

SECTION 1: LAND USE & CHARACTER

Please see attachment.

SECTION 2: COMPREHENSIVE TRANSPORTATION PLAN

Please see attachment.

SECTION 3: PARKS, RECREATION

Please see attachment.

SECTION 4: COMMUNITY FACILITIES

Please see attachment.

SECTION 5: INFRASTRUCTURE & UTILITIES

Please see attachment.

SECTION 8: NATURAL RESOURCES

Please see attachment.

STATEMENT OF REASONABLENESS

Please see attachment.

PUBLIC BENEFITS STATEMENT

A written statement that demonstrates how the proposed Project provides sufficient benefits to the general public. Public benefit may include:

1. Infrastructure improvements such as improvements to existing Streets, intersections, medians, Sidewalks, greenways, sidepaths, pedestrian crossings, and public utilities.
2. Publicly accessible Open Space such as Parks and Playgrounds, dog parks, Urban Civic Spaces, Plazas, Squares, public art, and similar outdoor amenities.
3. Sustainable design and/or architecture such as adaptive reuse of existing buildings, preservation of significant on-site environmental features, on-site renewable energy generation, compliance with established standards such as Leadership in Energy and Environmental Design (LEED), Energy Star, Earthcraft, etc., or other actions that further sustainability of the project.
4. Additional public benefits not listed above may be considered by the decision-making body.

Please see attachment.

Apex Friendship Rezoning – **Plan Consistency Statement**

Executive Summary:

The requested conditional district rezoning provides a context sensitive solution to continue the reliable and safe provision of electricity to the Holly Springs community. The scale and impact of the proposed substation will not cause negative impacts to surrounding properties, rights-of-way, or sensitive environmental resources. The proposed use will not add to traffic on surrounding roads and will not require Town water and sewer service. The request is consistent with the Future Land Use Plan and Comprehensive Plan overall and is otherwise reasonable and in the public interest.

Section 1: Land Use & Character

The subject site is designated Business & Industrial and Natural Area on the Future Land Use Plan.

Business & Industrial areas are intended to support large and small office and industrial buildings, serving as major employment clusters for the Town. These uses are typically more intense and are significantly buffered from surrounding properties. The use proposed through this conditional district rezoning request (electric substation) is re-establishing a previously operating utility (electric substation) in this location that will be improved and updated to provide reliable electricity to the large manufacturing facilities newly developed and developing in the northwest portion of Town. As shown on the Site Plan associated with this rezoning, the proposed substation will be significantly screened from surrounding properties by existing vegetation, consistent with the form and character of the screening for existing industrial uses in the area.

Part of the subject site is designated Natural Area – this designation follows the eastern boundary of the site, following the Little White Oak Creek and its surrounding flood plain. As shown on the associated Site Plan (and therefore a condition of this rezoning) the substation is proposed to be located out of the floodplain and the surrounding natural area is intended to remain undisturbed. This is consistent with the intent of the Natural Area future land use designation, which is described in the Comprehensive Plan as remaining undeveloped and reserved for preservation.

Section 2: Comprehensive Transportation Plan

The Comprehensive Transportation Plan provides two main policy pillars for responsible and thoughtful growth of Holly Springs' transportation network: the traffic study policy and streetscape design policy. The Comprehensive Transportation Plan does not propose any new street connections, road widening, improved intersections, or multimodal

connections through the subject site. In accordance with the adopted policy, a Traffic Impact Analysis will not be required for this future development, as it will very rarely generate vehicle trips. Typical substation traffic involves a monthly trip for maintenance.

The site is located on the edge of Holly Springs' jurisdiction, along US Highway 1. Sufficient access to a public street is provided to serve the site; however, the electric substation use will not require a high number of daily trips. For safety reasons, it is preferable to locate essential private infrastructure further away from highly connected activity centers. This unique use scenario creates a unique transportation planning scenario, where it is best for this site and use to remain relatively disconnected from high access connectivity hubs.

Section 3: Parks, Recreation

The Parks Recreation and Greenways Master Plan does not show any proposed greenways or park search areas within or around the subject site. The preservation of natural area along the eastern site boundary (consistent with the Future Land Use Plan) fulfills an important role in the protection of water quality, tree canopy, and habitat for plants and animals for the Town of Holly Springs at large. The Little White Oak Creek flows into Harris Lake, which is a major recreational area for Holly Springs residents and the region. The upstream protection of tributary waters helps to ensure the health and longevity of Harris Lake, ensuring the park continues to serve as a beloved recreation space for the community.

Section 4: Community Facilities

The Community Facilities Plan does identify any plans for the subject site.

Section 5: Infrastructure & Utilities

The subject site is on the edge of Holly Springs' planning jurisdiction and on the edge of the Town's long-range plans for water and sewer service. Town utilities are not extended to the site. The unique use as an electric substation does not require any water or sewer service.

Section 8: Natural Resources

The subject site is within the Cape Fear River Basin. The Little White Oak Creek, one of the major streams feeding into Harris Lake, tracks along the eastern boundary of the site. The stream is surrounded by FEMA flood hazard area (floodplain). Wetlands branch off the stream and extend along the western boundary of the site as well.

The proposed use has minimal impacts to the natural environment – with minimal impervious area and virtually no vehicular traffic. Per the associated site plan, which is a condition of this rezoning, the substation will remain outside of the floodplain and

wetlands area to the greatest extent possible. Disturbance to these sensitive environmental areas will be limited to what is necessary for access and utility easements, as well as clearing of dangerous tree zones which have the potential to disrupt electrical power lines. Sensitive/Low Impact clearing zones are marked with special hatching on the Overall Demolition Plan.

Statement of Reasonableness:

The rezoning request is consistent with the Future Land Use Plan and the Comprehensive Plan. The request is reasonable and in the public interest as it will allow for the continued use of the site as an electric substation and continue to provide essential electrical service to the growing community of Holly Springs. The request will not cause adverse impacts to the surrounding properties or public rights-of-way and will protect sensitive environmental areas to the greatest extent possible. The request will not place any impact on the Town's water and sewer facilities and will produce very minimal impact on the surrounding roadways.

Public Benefits Statement:

The rezoning request will allow for the continued use of the site as an electric substation, providing essential electricity infrastructure for the benefit of the public. The Town of Holly Springs and the surrounding region continue to grow at a rapid pace, and the demand for electricity increases with this growth. Improvements to the electric substation will allow for the safe and reliable provision of electrical service to the community.

NEIGHBORHOOD MEETING REPORT

A Neighborhood Meeting is required to occur prior to your submittal. The requirements for this meeting can be found in section 11.5 of the Unified Development Ordinance (UDO). The Neighborhood Meeting shall take place no more than 12 weeks prior to the application date and can be held virtually. A copy of the Neighborhood Meeting Notice must be sent to DSIntake@hollyspringsnc.gov prior to mailing for review and approval along with a copy of the mailing list.

Notification of Owners:

1. The Petitioner (or agent) shall prepare a Neighborhood Meeting Notification to be sent via first class mail to the owner(s) of the land specified on the petition within a 500' radius of the subject property. Mailing notices shall include surrounding property owners and property owner's association (or equivalent), and the Town of Holly Springs (Attn: Development Services). Where the tax records reflect a mailing address for an owner of property to be different than the address of the property owned, notification shall also be mailed to all addresses of the property itself, including apartment or suite addresses.
2. The notice shall include the date, time and location of the Neighborhood Meeting, the name of the Petitioner and the location of the proposed request (address, tax property, identification number or metes and bounds description), and an explanation of the nature of the request.
3. The notice shall be mailed not less than ten (10) days nor more than twenty-five (25) days before the date of the Neighborhood Meeting.

NEIGHBORHOOD MEETING INFORMATION	
Meeting Date:	January 29th, 2025
Meeting Time:	6:00PM - 7:00PM
Meeting Location:	Harris Energy & Environmental Center, 3932 New Hill Holleman Road, New Hill, NC 27562

CONDUCT OF MEETINGS *(Attach additional sheets if needed)*

At the Neighborhood Meeting, the Petitioner shall explain the proposal and petition, answer any questions, respond to concerns neighbors have about the petition and proposed resolutions to these concerns. Town Staff will not attend the Neighborhood Meeting.

Summary of Issues:

There were no meeting attendees.

Changes made to the Petition as a result of the meeting:

None (due to the lack of attendees and therefore the lack of any feedback to respond to)

Additional attachments required:

- A listing of those persons and organizations that were sent notification about the Neighborhood Meeting.
- A copy of the signed attendance list that includes the names and addresses of those in attendance.
- A copy of the mailed notice.

Preparer's Signature: Chris Neil Date: 4/17/2025

SUMMARY OF NEIGHBORHOOD MEETING

A neighborhood meeting was held on January 29, 2025 to discuss a potential rezoning of approximately 50-acre portion of property located at Deer Path Road, Holly Springs, NC 27539 (portions of PINs 0629624446 and 0629497094) (the "Property").

The neighborhood meeting was held from 6:00 p.m. to 7:00 p.m. at the Harris Energy & Environmental Center, 3932 New Hill Holleman Road, New Hill, NC 27562.

As required by the Town's Unified Development Ordinance, the applicant mailed notice of the meeting to property owners within a five hundred (500) foot radius of the subject site. The notice letter and mailing list are attached to this summary.

No neighbors attended the neighborhood meeting.

Transmission – Public Engagement
NCRH 05 | 410 South Wilmington Street
Raleigh, NC 27601
duke-energy.com

January 16, 2025

Proposed Rezoning of an approximately 50-acre portion of property located at Deer Path Road, Holly Springs, NC 27539 (portions of PINs 0629624446 and 0629497094) (the "Property")

Dear Neighbor,

Duke Energy is committed to providing our customers with safe, reliable and increasingly clean energy. We continually evaluate our network of power lines that serve homes, schools and businesses to determine the best solutions to help meet the region's energy needs. To help keep this commitment, we are seeking to make improvements to the power grid in your area.

We are writing to invite you to a neighborhood meeting to discuss the proposed rezoning of an approximately 50-acre portion of the property located at Deer Path Road in Holly Springs, N.C. The proposed rezoning would rezone an approximately 50-acre portion of the Property located east of Deer Path Road between U.S. 1 and Friendship Road to facilitate the construction of a new Duke Energy substation. The 50-acre portion of the Property proposed to be rezoned is currently zoned Rural Residential (RR) and is proposed to be rezoned to Business & Research Technology (BRT) and BRT Conditiontional Zoning District (BRT-CD). The new substation will increase capacity and help enhance reliability of the power grid in this growing region. A map showing the portion of the Property that Duke Energy proposes to rezone is enclosed.

We invite you to attend a neighbohood meeting
Wednesday, Jan. 29, 2025 | 6-7 p.m.
Harris Energy & Environmental Center
3932 New Hill Holleman Road
New Hill, NC 27562

You are receiving this letter because you are a resident and/or property owner within approximately 500 feet of the Property requested for rezoning. Prior to submitting the rezoning application, the Town of Holly Springs requires that a neighborhood meeting be held for all property owners, residents, or tenants within 500 feet of the Property requested for rezoning. The purpose of the meeting is to provide an opportunity to learn more about the proposed rezoning from the applicant and ask questions before the application is submitted to the town. After the meeting, we will prepare a report for the Town of Holly Springs Planning Department regarding the items discussed.

While this neighborhood meeting is required by the Town of Holly Springs, Duke Energy is organizing and holding the meeting. Representatives of the town may not attend the meeting. If you have questions for the town regarding the rezoning process, you may contact the town's Development Services department at 919.577.3111 or developmentservices@hollyspringsnc.gov.

©2025 Duke Energy Corporation 250089 1/25

If you have questions, feel free to reach out to us at **919.821.6778** or by email at **tcoleman@smithlaw.com**. Please include the project name (noted above), your name, property address and a phone number where we may reach you.

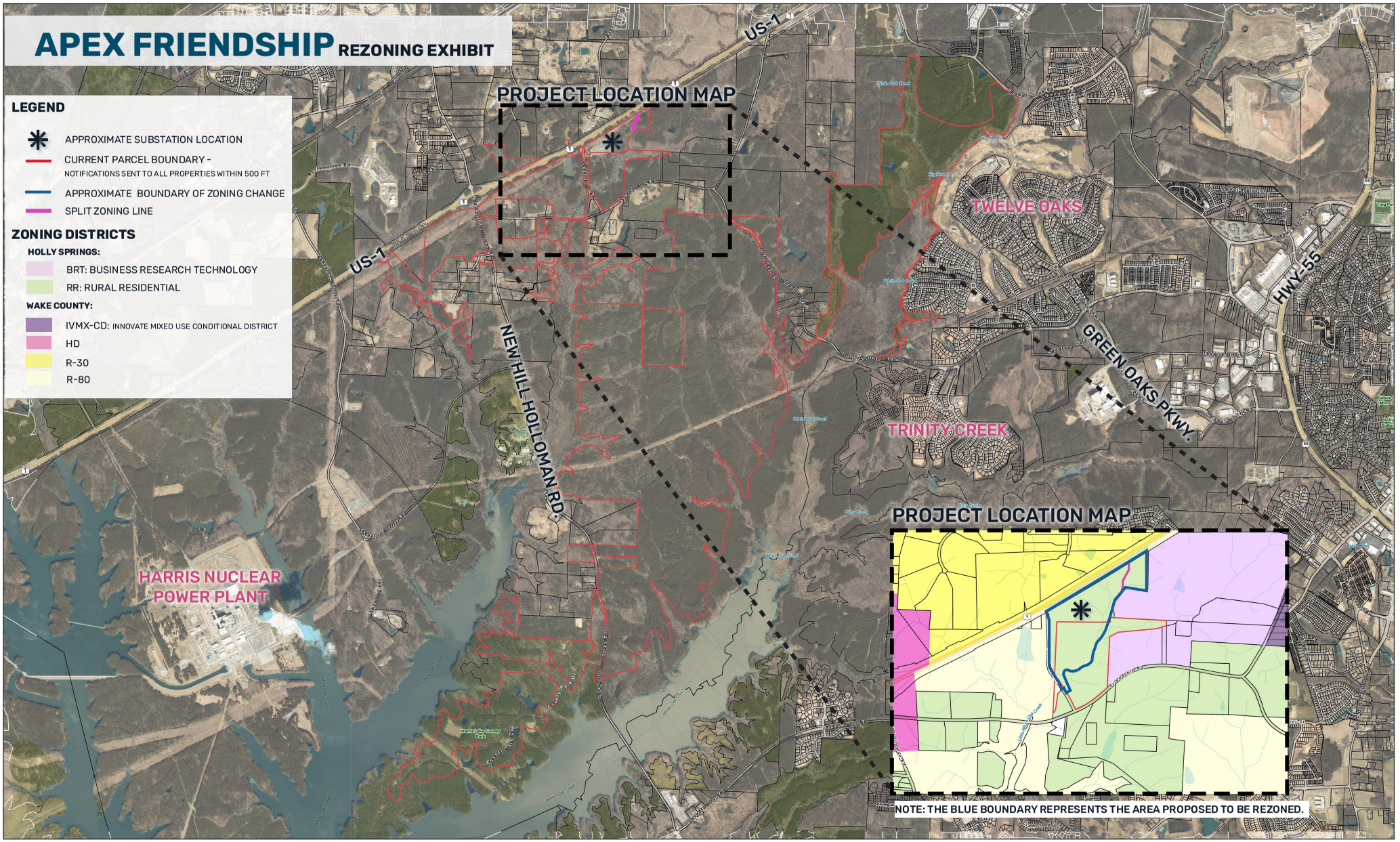
Thank you in advance for your patience as we work to serve the region's energy needs.

Sincerely,

Duke Energy
Public Engagement

Enclosure

APEX FRIENDSHIP REZONING EXHIBIT



LEGEND

- APPROXIMATE SUBSTATION LOCATION
- CURRENT PARCEL BOUNDARY - NOTIFICATIONS SENT TO ALL PROPERTIES WITHIN 500 FT
- APPROXIMATE BOUNDARY OF ZONING CHANGE
- SPLIT ZONING LINE

ZONING DISTRICTS

HOLLY SPRINGS:

- BRT: BUSINESS RESEARCH TECHNOLOGY
- RR: RURAL RESIDENTIAL

WAKE COUNTY:

- IVMX-CD: INNOVATE MIXED USE CONDITIONAL DISTRICT
- HD
- R-30
- R-80

PREPARED FOR:
DKE

APEX FRIENDSHIP REZONING EXHIBIT
HOLLY SPRINGS, NORTH CAROLINA

SCALE: 1" = 1,200'

01
01. 09. 2025

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DUKE ENERGY® PROGRESS

APEX FRIENDSHIP ROAD 230KV SUBSTATION

REZONING AND DEVELOPMENT PLAN

4113 DEER PATH ROAD, HOLLY SPRINGS, N.C.

DEP PROJ# E22040101

Town of Holly Springs Project#: 25-REZ-04/ PLRZ202500100

ACE JN 24-010 – DUKE ENERGY PROGRESS – DEP APEX FRIENDSHIP ROAD 230KV SUBSTATION

SITE DATA TABLE	
PROJECT NAME:	DUKE ENERGY PROGRESS APEX FRIENDSHIP ROAD 230 KV SUBSTATION
SITE ADDRESS:	4113 DEER PATH ROAD
PLANNING JURISDICTION:	HOLLY SPRINGS
WAKE COUNTY PIN: (TBD)	0629-62-4446, 0629-49-7094
CONDITIONAL ZONING/ SITE ACREAGE:	45.25 AC (COMPRISED OF 43.23 AC W/I NEW PARCEL AND 2.02 AC W/I ROW TO BE ABANDONED)
DEED BOOK AND PAGE NUMBER:	TBD
SITE ZONING:	BRT-CD *BUSINESS & RESEARCH TECHNOLOGY CONDITIONAL ZONING DISTRICT*
EXISTING USE:	INFRASTRUCTURE/UTILITIES (MAJOR): PUBLIC UTILITY SUBSTATION
MIN. SETBACKS (BRT-CD):	FRONT: 30' SIDE: 5' REAR: 5' US1 THOROUGHFARE SETBACK: 100' PERIMETER BUFFER: 50'
PROPOSED USE:	INFRASTRUCTURE/UTILITIES (MAJOR): PUBLIC UTILITY SUBSTATION
EXISTING BUILDING:	N/A
PROPOSED BUILDING:	N/A
PARKING:	NONE
PROPOSED SEWER FLOW:	N/A
AREA TO BE DISTURBED:	29.8 AC±
AREA TO REMAIN WOODED (UNDISTURBED):	15.4 AC± (34%)
OPEN SPACE:	8.88 AC± (19.6%) *(SEE TREE PRESERVATION PLAN) (NOT INCLUDING TRANSMISSION ROW)*
EXISTING IMPERVIOUS AREA:	2.32 AC± (5.3%)
POST-DEVELOPED IMPERVIOUS AREA:	4.60 AC± (10.4%)
WATERSHED:	LITTLE WHITE OAK CRK/ CAPE FEAR RIVER

PROJECT CONTACTS	
LANDOWNER	DUKE ENERGY PROGRESS, LLC (DEP) 411 FAYETTEVILLE STREET RALEIGH, NC 27601 919.546.6123
DEP PROJECT MANAGER	DUKE ENERGY PROGRESS, LLC (DEP) NATHAN ANDERSON 919.592.7281
DEP PROJECT ENGINEER	DUKE ENERGY PROGRESS, LLC (DEP) BETH STEFFENS, PE 919.923.2306
ENTITLEMENT CONSULTANT	MCADAMS DAVID BERGMARK, AICP 919.361.5000
CIVIL ENGINEER	APPIAN CONSULTING ENGINEERS, PA DAVID C. REVOIR, PE 252.972.7703
SURVEYOR	MCADAMS CONNOR STEARNS, PLS 919.361.5000
GEOTECHNICAL ENGINEER	S&ME, INC. KEITH BROWN, PE 919.872.2660
LANDSCAPE ARCHITECT	SITE COLLABORATIVE, INC. GRAHAM SMITH, ASLA 919.805.3586

DESIGN AND ZONING CONDITIONS SUMMARY TABLE

Last Revised 4/15/25

1. The Conditional Zoning request applies to a 45.25-acre portion of two parcels identified by PIN# 0629-62-4446 and PIN# 0629-49-7094, as identified on the Conditional Zoning District Permit and Development Plan. Nothing in this application shall restrict the use of the remaining portions of these parcels located outside of the proposed conditional zoning district boundary. An exempt plat has also been submitted to create a new parcel (+/- 51.36 acres) to include the proposed conditional zoning district, as well as a +/- 6.11-acre piece of land which is proposed to be rezoned to the BRT zoning district without any associated conditions for future recombination with the Amgen property to the east. Any changes in PIN #s or parcel boundaries will not negate this conditional zoning approval, as the legal description of the conditional district boundary will prevail.
2. To accommodate a planned road closure request for a portion of Deer Path Rd, the subject property shall be exempt from any minimum lot frontage requirement, so long as the property maintains access to the stub of Deer Path Rd.
3. The proposed substation may be enclosed by an 8' chain link security fence (7' chain link with 1' barbed wire). The barbed wire portion may be angled outward (rather than spiral) in design. This fencing shall not be located within 150' of any property boundary. The security fencing will be exempt from a Type C buffer requirement.
4. No perimeter buffer requirement shall apply within any existing or proposed utility easement or within any danger tree zone as identified on the associated Development Plan.
5. No perimeter buffer will be required along the western property boundary (along the existing Deer Path Rd ROW - to be abandoned but retained for use as a gravel drive and means of access).

TOWN OF HOLLY SPRINGS
DEVELOPMENT PLAN NOTES

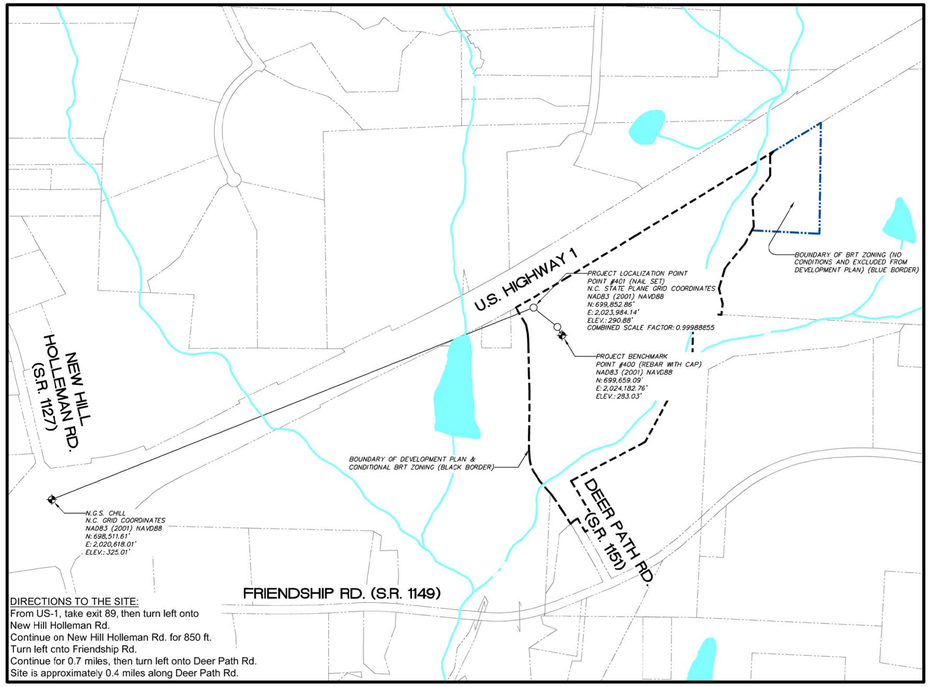
Last revised 7/30/24

1. All construction shall conform to Town of Holly Springs engineering design and construction standards.
2. Construction drawing approval is required before construction on this property may begin. Development fees are due before construction drawing approval. Plan is subject to revisions during Construction Drawing Approval Process.
3. The Town of Holly Springs has installed a local geodetic monumentation grid, tied to NAD83, within and surrounding the Town limits. All surveyed information (when any portion of the project in design is within 2000 feet of the Town's geodetic monument) shall reference the nearest monument and shall be clearly noted on the first sheet of construction plans and as-builts submitted to the Town.
4. The Town will enforce requirements for construction site operators to control waste such as discarded building materials, concrete truck washout, chemicals, litter, and sanitary waste at the construction site that may cause adverse impacts to water quality by enforcement of the "Illicit Discharge Detection and Elimination Regulations," Chapter 8, Article IV of the Holly Springs Code of Ordinances, Attachment 2.
5. Proposed KNOX BOX to meet Town of Holly Springs requirements. Contractor to coordinate with Wayne Strickland, Assistant Fire Chief, 919.567.4002

This project shall be constructed in accordance with the following plans, and the adopted Engineering Design and Construction Standards of the Town of Holly Springs. These plans were prepared in conformance with the approved preliminary plan approved by the Town. Furthermore, the engineer whose seal and signature appear below this certifies that the Town of Holly Springs Engineering Design and Construction and Standards have been thoroughly reviewed for applicability to this particular project. These plans were prepared using survey grade data in all areas where work is being proposed including utility crossings and other environmentally sensitive areas. Any proposed exceptions or deviations from either the standards and/or from the approved preliminary plan are listed below:

1. _____
2. _____
3. _____

Date: 07/11/2025



DIRECTIONS TO THE SITE:
From US-1, take exit 89, then turn left onto New Hill Holleman Rd.
Continue on New Hill Holleman Rd. for 850 ft.
Turn left onto Friendship Rd.
Continue for 0.7 miles, then turn left onto Deer Path Rd.
Site is approximately 0.4 miles along Deer Path Rd.

VICINITY MAP
SCALE: 1" = 500'

LATITUDE: 35.67299747
LONGITUDE: -78.91783340

SHEET INDEX

COVER	84437	SHT	C001	OF	48
TOPOGRAPHIC SURVEY (BY OTHERS) SHEET 1	84437	SHT	C002	OF	48
TOPOGRAPHIC SURVEY (BY OTHERS) SHEET 2	84437	SHT	C003	OF	48
TOPOGRAPHIC SURVEY (BY OTHERS) SHEET 3	84437	SHT	C004	OF	48
TOPOGRAPHIC SURVEY (BY OTHERS) SHEET 4	84437	SHT	C005	OF	48
PROPOSED ZONING BOUNDARY (BY OTHERS) SHEET 5	84437	SHT	C006	OF	48
PROPOSED ZONING BOUNDARY (BY OTHERS) SHEET 6	84437	SHT	C007	OF	48
PROPOSED ZONING BOUNDARY (BY OTHERS) SHEET 7	84437	SHT	C008	OF	48
PROPOSED ZONING BOUNDARY (BY OTHERS) SHEET 8	84437	SHT	C009	OF	48
OVERALL EXISTING CONDITIONS	84437	SHT	C100	OF	48
OVERALL DEMOLITION PLAN	84437	SHT	C110	OF	48
OVERALL SITE PLAN	84437	SHT	C120	OF	48
OVERALL GRADING PLAN	84437	SHT	C130	OF	48
OVERALL ENVIRONMENTAL IMPACTS	84437	SHT	C140	OF	48
OVERALL EROSION CONTROL PLAN	84437	SHT	C150	OF	48
SUBSTATION DEMOLITION PLAN	84437	SHT	C200	OF	48
SUBSTATION SITE PLAN	84437	SHT	C210	OF	48
SUBSTATION GRADING PLAN	84437	SHT	C220	OF	48
SUBSTATION YARD DRAINAGE PLAN	84437	SHT	C230	OF	48
PLAN AND PROFILE EAST WEST BASELINE	84437	SHT	C300	OF	48
PLAN AND PROFILE NORTH SOUTH BASELINE	84437	SHT	C310	OF	48
PLAN AND PROFILE ENTRANCE DRIVE	84437	SHT	C320	OF	48
PLAN AND PROFILE CREEK CROSSING P100	84437	SHT	C330	OF	48
SUBSTATION EROSION CONTROL PLAN	84437	SHT	C400	OF	48
OVERALL EROSION CONTROL - PHASE I	84437	SHT	C410	OF	48
SUBSTATION EROSION CONTROL - PHASE I	84437	SHT	C411	OF	48
OVERALL EROSION CONTROL - PHASE II	84437	SHT	C420	OF	48
SUBSTATION EROSION CONTROL - PHASE II	84437	SHT	C421	OF	48
OVERALL EROSION CONTROL - PHASE III	84437	SHT	C430	OF	48
SUBSTATION EROSION CONTROL - PHASE III	84437	SHT	C431	OF	48
OVERALL EROSION CONTROL - PHASE IV	84437	SHT	C440	OF	48
SUBSTATION EROSION CONTROL - PHASE IV	84437	SHT	C441	OF	48
OVERALL EROSION CONTROL - PHASE V	84437	SHT	C450	OF	48
SUBSTATION EROSION CONTROL - PHASE V	84437	SHT	C451	OF	48
TRANSMISSION LINE ESC I	84437	SHT	C500	OF	48
TRANSMISSION LINE ESC II	84437	SHT	C510	OF	48
WET DETENTION POND NOTES	84437	SHT	C702	OF	48
OPEN SPACE AND TREE PRESERVATION PLAN (BY OTHERS)	84437	SHT	C800	OF	48
LANDSCAPE PLAN (BY OTHERS)	84437	SHT	C801	OF	48
PLANTING NOTES & DETAILS (BY OTHERS)	84437	SHT	C802	OF	48
EROSION AND SEDIMENT CONTROL NARRATIVE	84437	SHT	C900	OF	48
EROSION CONTROL NOTES	84437	SHT	C901	OF	48
EROSION CONTROL DETAILS	84437	SHT	C902	OF	48
EROSION CONTROL DETAILS	84437	SHT	C903	OF	48
EROSION CONTROL DETAILS	84437	SHT	C904	OF	48
EROSION CONTROL DETAILS	84437	SHT	C905	OF	48
CONSTRUCTION DETAILS	84437	SHT	C910	OF	48
CONSTRUCTION DETAILS	84437	SHT	C911	OF	48
WB 50 EXHIBIT	84437	SHT	C999	OF	48

Final Drawings
Review Purposes ONLY

BOUNDARY DESCRIPTION SHOWN IS NOT FOR RECORDATION.

CONSTRUCTION SAFETY
These drawings do not contain the requirements for job safety. All provisions for safety shall be the sole responsibility of the contractor.

These plans are for bidding purposes only and are not to be used as Construction drawings unless initialed and dated as approved for Construction below by the Engineer.

Approved for Construction:

_____ Date: _____

EXISTING CONDITIONS:
The contractor shall be responsible for reviewing all existing job conditions. Any adverse existing conditions affecting work shown on these drawings shall be brought to the attention of the engineer for possible clarification or reconciliation.

RECORD DRAWINGS:
These drawings are believed to be a correct representation of actual field conditions but are not warranted as such.

By: _____ Date: _____

BEFORE YOU DIG, CALL 811
NORTH CAROLINA ONE-CALL CENTER
www.ncocc.org

CAUTION:
UNDERGROUND TELEPHONE AND FIBER OPTIC LINES ARE IN VICINITY OF SUBSTATION. CONTRACTOR TO VERIFY LOCATION PRIOR TO DIGGING.

WARNING:
OVERHEAD POWER IN VICINITY OF WORK AREA. CONTRACTOR SHALL USE CAUTION WHILE WORKING AROUND ENERGIZED POWER LINES.

SEAL 26959 ENGINEER DAVID C. REVOIR 07/11/2025

CONSULTING ENGINEERS, P.A.
CIVIL, MUNICIPAL & STRUCTURAL ENGINEERS
BLN = C0562
2317 Professional Dr.
P.O. Box 7966
Rocky Mount, N.C. 27804
Phone: (252) 972-7703
www.appianengineers.com
admin@appianengineers.com

NO.	DATE	REVISION	BY	CK.	APP.

DUKE ENERGY® PROGRESS

APEX FRIENDSHIP ROAD 230KV SUBSTATION
4113 DEER PATH ROAD, HOLLY SPRINGS, N.C.
COVER

COUNTY: WAKE	SCALE RATIO 1:1	DEP PROJ NO:	E22040101
SCALE: N/A	CHK. David Revoir	TASK	–
DRAWN: Jacob Sheffield	APP –	DEP DWG NO:	84437
DATE: 07/11/2025	ACE J.N.: 24-010	SHEET C001	OF 48

S:\Appian Projects - Shared Folder\24010-DEP Apex-Holly Springs\CADD\C-1.dwg COD:> 07/11/2025 - 9:22:42 AM Plotted by: Dines

I, CONNOR J. STEARNS, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK AND PAGE AS SHOWN); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK AND PAGE AS SHOWN; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY IS 0.017' (HORIZONTAL) AND 0.033' (VERTICAL); AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600).

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 9TH DAY OF APRIL, A.D., 2024.

CONNOR J. STEARNS, PROFESSIONAL LAND SURVEYOR L-5469

NORTH CAROLINA PROFESSIONAL L-5469 LAND SURVEYOR CONNOR J. STEARNS 4/9/24

I, CONNOR J. STEARNS, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL GPS SURVEY MADE UNDER MY SUPERVISION AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE SURVEY:

(1) CLASS OF SURVEY: A
(2) POSITIONAL ACCURACY: HORIZONTAL 0.017' VERTICAL 0.033'
(3) TYPE OF GPS FIELD PROCEDURE: NC REAL TIME NETWORK (VRS)
(4) DATES OF SURVEY: FEBRUARY 27, 2024
(5) DATUM/EPOCH: NAD83 (2001)
(6) PUBLISHED/FIXED-CONTROL USE: N.G.S. MONUMENTS "CHILL" AND "CHERYL"
(7) GEOID MODEL: 18
(8) COMBINED GRID FACTOR(S): 0.99988855 (1/X = 1.00011146)
(9) UNITS: U.S. SURVEY FEET

CONNOR J. STEARNS, PLS L-5469 4/9/24 DATE

I, CONNOR J. STEARNS, CERTIFY THAT THIS PROJECT WAS COMPLETED UNDER MY DIRECT AND RESPONSIBLE CHARGE FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION; THAT THIS GROUND AND AIRBORNE SURVEY WAS PERFORMED AT THE 95 PERCENT CONFIDENCE LEVEL TO MEET FEDERAL GEOGRAPHIC DATA COMMITTEE STANDARDS; THAT THIS SURVEY WAS PERFORMED TO MEET THE REQUIREMENTS FOR A TOPOGRAPHIC/PLANIMETRIC SURVEY TO THE ACCURACY OF CLASS A AND VERTICAL ACCURACY WHEN APPLICABLE TO THE CLASS A STANDARD, AND THAT THE ORIGINAL DATA WAS OBTAINED ON FEBRUARY 27, 2024; THAT THE SURVEY WAS COMPLETED ON APRIL 8, 2024; THAT CONTOURS SHOWN AS [BROKEN LINES] MAY MEET THE STATED STANDARD; AND, ALL COORDINATES ARE BASED ON NAD 83 AND REALIZATION (2011) AND ALL ELEVATIONS ARE BASED ON NAVD88.

CONNOR J. STEARNS, PLS L-5469 4/9/24 DATE

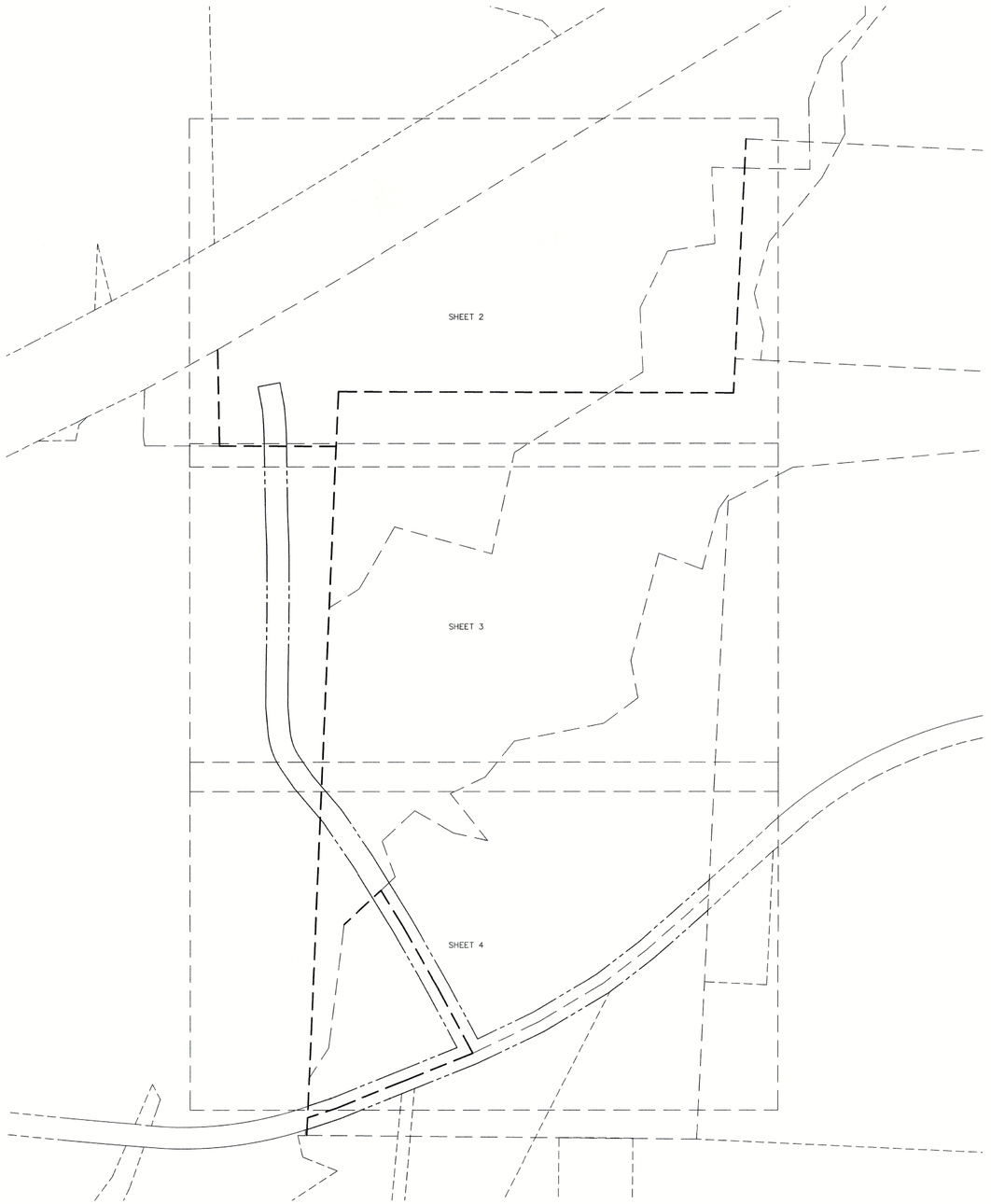
TESTED 0.114 FEET NON-VEGETATED VERTICAL ACCURACY (NVA) AT 95 PERCENT CONFIDENCE LEVEL IN ALL OPEN AND NON-VEGETATED LAND COVER CATEGORIES COMBINED USING RMSEZ (0.058) X 1.96. COMPILED TO MEET 0.50 FEET VERTICAL ACCURACY AT 95% CONFIDENCE LEVEL.

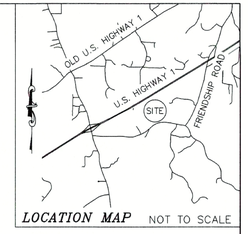
STATE PLANE COORDINATES AS SHOWN WERE ESTABLISHED BY NC REAL TIME KINETIC (VRS) GPS METHOD, AND WERE BASED ON NGS MONUMENTS "CHILL" AND "CHERYL", AND THE DATUM IS NAD 83 (2001). THE PROJECT COMBINED FACTOR = 0.99988855 (1/X=1.00011146)
PROJECT COORDINATES ARE LOCALIZED ON PT #401 (NAIL SET) AND HAVE A STATE PLANE VALUE OF OF N:699,852.86' AND E:2,023,984.14'.
VERTICAL DATUM BASED ON NAVD88.

GENERAL NOTES

1. THIS IS A SURVEY OF AN EXISTING PARCEL OF LAND. THIS IS A TOPOGRAPHIC AND SUBSTATION SURVEY.
2. SURVEYED AND MAPPED FOR: DUKE ENERGY PROGRESS, LLC
3. BEARINGS FOR THIS SURVEY ARE BASED ON NC GRID NAD83 (2001).
4. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
5. ZONING: R-80 (WAKE COUNTY) AND RR (HOLLY SPRINGS) PER WAKE COUNTY GIS.
6. AREA BY COORDINATE COMPUTATION.
7. FLOOD NOTE: THIS PROPERTY IS PARTIALLY LOCATED IN A SPECIAL FLOOD HAZARD ZONE. IT IS LOCATED IN ZONES "X," "X, 1% FUTURE CONDITIONS," AND "AE" AS DEFINED BY F.E.M.A F.I.R.M COMMUNITY PANEL #3720062800K DATED 07/19/2022 AND #3720072000K DATED 07/19/2022.
8. REFERENCES: AS SHOWN
9. UTILITY STATEMENT
   THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
10. THIS SURVEY PERFORMED AND MAP PREPARED WITHOUT BENEFIT OF A TITLE REPORT. PROPERTY SUBJECT TO ANY VALID AND ENFORCEABLE EASEMENTS, RESTRICTIONS, AND RIGHTS OF WAY OF RECORD.
11. ELEVATIONS FOR THIS SURVEY ARE BASED ON NAVD88.
12. SURVEY IS BASED ON PHYSICAL EVIDENCE AND EXISTING MONUMENTATION FOUND DURING THE SURVEY.
13. PROPERTY CORNER PIPE SIZES AS SHOWN ARE NOMINAL INSIDE DIAMETER.

NOT TO SCALE





LOCATION MAP NOT TO SCALE

LEGEND

- CONTROL POINT
- NAIL
- EXISTING IRON PIPE
- CONCRETE MONUMENT
- CALCULATED POINT
- NC GEODETIC SURVEY MON.
- DRAINAGE INLET/YARD INLET
- GUY WIRE
- POWER/UTILITY POLE
- TELEPHONE BOX
- GAS TEST STATION
- BOLLARD
- SIGN
- RIGHT OF WAY LINE
- SURVEY LINE
- BOUNDARY LINE
- SUBSTATION BASELINE
- ADJOINER LINE
- ADJOINER GIS LINE
- FENCE
- GG GROUNDING GRID LINE
- (GG) GROUNDING GRID LINE PER RECORD
- (FO) FIBER OPTIC LINE PER RECORD
- OVERHEAD ELECTRIC LINE
- G GAS LINE
- UE UNDERGROUND ELECTRIC LINE
- FO UNDERGROUND FIBER OPTIC CABLE
- UNK UNKNOWN UTILITY
- UT UNDERGROUND TELEPHONE CABLE
- SD UNDERGROUND STORM PIPE
- WOOD LINE/LANDSCAPING
- ZONE "AE"
- ZONE X 1% FUTURE CONDITIONS
- RIP RAP

N/F	NOW OR FORMERLY
D.B.	DEED BOOK
B.M.	BOOK OF MAPS
PG.	PAGE
P.I.N.	PARCEL IDENTIFICATION NUMBER
DWG. NO.	DRAWING NUMBER
STA	STATION
EIP	EXISTING IRON PIPE
FES	FLARED END SECTION
PVC	POLYVINYL CHLORIDE
DI	DROP INLET
CMP	CORRUGATED METAL PIPE
N.G.S.	NATIONAL GEODETIC SURVEY
E.O.I.	END OF INFORMATION

SITE: 107838 FOR SOURCE OF TITLE REFER TO D.BK. 15289, PG. 2437 SHEET 1 OF 4

DUKE ENERGY PROGRESS, LLC
APEX FRIENDSHIP 230kV SUBSTATION
TOPOGRAPHIC AND SUBSTATION SURVEY
DUKE ENERGY PROGRESS
BUCKHORN TOWNSHIP WAKE COUNTY, N.C.
BOOK:
DATE: 4/9/24
SCALE: N.T.S.
CREW: DMB/WH
DRAWN BY: CJS
P.A.=0.017'(H); 0.033'(V)
LAND UNIT: 0000000
MAP: 107838_BTU_NEWSUB_040924

McADAMS
THE JOHN R. McADAMS COMPANY, INC.
2905 Meridian Parkway
Durham, North Carolina 27713
License No.: C-0293
(800) 733-5646 • McAdamsCo.com

DUKE ENERGY®
525 S. TRYON STREET
CHARLOTTE N.C. 28202
TELEPHONE NO. 800-641-7762

STR	TOC/STR	GRND	STR	TOC/STR	GRND	STR	TOC/STR	GRND	STR	TOC/STR	GRND	STR	TOC/STR	GRND
A	283.93	282.85	AA	283.83	282.88	BA	283.75	283.21	CA	283.83	283.39	DA	283.77	283.01
B	283.86	282.87	AB	283.87	282.88	BB	283.89	283.26	CB	283.89	283.14	DB	283.73	283.11
C	283.84	282.77	AC	283.90	283.20	BC	283.85	283.18	CC	--	--	DC	283.82	283.05
D	283.88	282.85	AD	283.98	283.00	BD	283.84	283.16	CD	283.77	283.38	DD	284.01	282.95
E	283.88	282.76	AE	283.91	283.04	BE	283.79	283.18	CE	283.75	283.39			
F	283.89	282.77	AF	283.84	282.96	BF	283.83	283.34	CF	283.76	283.21			
G	283.87	282.82	AG	283.88	283.00	BG	283.93	283.39	CG	283.84	283.20			
H	283.78	282.76	AH	283.86	283.35	BH	283.84	283.21	CH	283.84	283.19			
I	283.91	282.83	AI	283.94	283.20	BI	283.80	283.26	CI	283.77	283.17			
J	283.83	282.81	AJ	283.91	282.98	BJ	283.75	283.50	CJ	283.81	283.08			
K	283.87	282.82	AK	283.93	283.09	BK	283.86	283.50	CK	283.78	282.99			
L	283.84	282.80	AL	283.88	283.36	BL	283.81	283.43	CL	283.73	283.05			
M	283.85	282.85	AM	283.82	283.05	BM	283.80	283.45	CM	283.84	283.07			
N	283.97	282.88	AN	283.85	283.03	BN	283.81	283.46	CN	283.78	283.13			
O	283.90	282.85	AO	283.82	283.12	BO	283.78	283.44	CO	283.70	283.01			
P	283.87	282.96	AP	283.85	283.17	BP	283.79	283.40	CP	283.81	282.89			
Q	283.90	282.85	AQ	283.90	283.14	BQ	283.83	283.26	CQ	283.75	283.04			
R	283.92	282.91	AR	283.82	283.09	BR	283.80	283.32	CR	283.75	283.24			
S	283.86	282.83	AS	283.77	283.26	BS	283.83	283.60	CS	283.75	282.88			
T	283.89	282.86	AT	283.80	283.34	BT	283.86	283.57	CT	283.77	282.84			
U	283.83	282.96	AU	283.79	283.25	BU	283.85	283.44	CU	283.83	283.19			
V	283.80	282.97	AV	283.82	283.17	BV	283.92	283.46	CV	283.85	283.17			
W	283.89	283.00	AW	283.94	283.18	BW	283.82	283.34	CW	283.83	283.17			
X	283.90	283.03	AX	283.93	283.22	BX	283.82	283.47	CX	283.86	282.98			
Y	283.74	283.03	AY	283.87	283.21	BY	283.83	283.36	CY	283.85	283.08			
Z	283.75	282.87	AZ	283.83	283.25	BZ	283.89	283.38	CZ	283.81	282.87			

N.C. GRID NAD83 (2001)

GENERAL NOTES

1. SEE SHEET 1 FOR GENERAL NOTES.

LEGEND

- CONTROL POINT
- NAIL
- EXISTING IRON PIPE
- CONCRETE MONUMENT
- CALCULATED POINT
- NC GEODETIC SURVEY MON.
- DRAINAGE INLET/YARD INLET
- GUY WIRE
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- GROUNDING GRID LINE PER RECORD
- FIBER OPTIC LINE PER RECORD
- OVERHEAD ELECTRIC LINE
- GAS LINE
- UNDERGROUND ELECTRIC LINE
- UNDERGROUND FIBER OPTIC CABLE
- UNKNOWN UTILITY
- UNDERGROUND TELEPHONE CABLE
- UNDERGROUND STORM PIPE
- WOOD LINE/LANDSCAPING
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N.G.S.	NATIONAL GEODETIC SURVEY
E.O.I.	END OF INFORMATION

U.S. HIGHWAY 1
VARIABLE WIDTH CONTROLLED ACCESS RIGHT OF WAY
B.M. 1996, PG. 393

P.I. STR 242-2
THREE-POLE STRUCTURE

P.I. STR 242-1
THREE-POLE STRUCTURE

STR 242
H-FRAME

STR 243
H-FRAME

STR 244
H-FRAME

DIRT PATH

WOODED

GRAVEL

GRAVEL BERM

DI
TOP=282.79'
4" PVC=281.44'

UNABLE TO ACCESS OIL SEPARATOR AT TIME OF SURVEY

SURVEY LINE
HARRIS PLANT - CARY REGENCY PARK

WALL

E.O.I.

SUPPLIES

TRAILER

APEX US-1 230kV SUBSTATION DECOMMISSIONED

CONTROL BUILDING
FFE=288.51

CABLE TRENCH

7FT SUBSTATION FENCE

N-S BASELINE
N 05°51'57" E

E-W BASELINE
S 23°26'03" E

N 89°47'55" W 1072.50' (TOTAL)

736.97'

335.53'

691.09'
S 02°48'15" W

N/F
DUKE ENERGY PROGRESS, LLC
D.B. 15289, PG. 2437
D.B. 2168, PG. 476
DWG. NO.: L-D-2632
P.I.N.: 0629-62-4446
4113 COUNTY PARK DRIVE

1% ANNUAL CHANCE FLOOD BOUNDARY PER FEMA FIRM PANEL #3720072000K DATED 07/19/2022

ZONE "AE"

HARRIS PLANT 260' CONTOUR

PROJECT LOCALIZATION POINT
POINT #401 (NAIL SET)
N.C. STATE PLANE GRID COORDINATES
NAD83 (2001) NAVD88
N: 699,852.86'
E: 2,023,984.14'
ELEV.: 290.88'
COMBINED SCALE FACTOR: 0.99988855

N.G.S. "CHERYL"

N.G.S. CHILL
N.C. GRID COORDINATES
NAD83 (2001) NAVD88
N: 698,511.61'
E: 2,020,618.01'
ELEV.: 325.01'

S 15°02'54" W 4104.17' (GRID) 4214.65' (GROUND)

N 68°16'32" E 3623.57' (GRID) 3623.97' (GROUND)

EIP ON LINE

2.08'

S 50°50'40" E 213.56'

DEER PATH ROAD - N.C.S.R. 1151
60' PUBLIC RIGHT OF WAY
APPROXIMATE LOCATION BASED ON DIGITIZED CENTERLINE OF GRAVEL ROAD FROM AERIAL IMAGERY
DWG. NOS.: L-D-2227

N/F
DUKE ENERGY PROGRESS, LLC
LOT 2
SURVEY FOR ETHEL W. CURTIS
D.B. 15289, PG. 2437
D.B. 7082, PG. 398
B.M. 1996, PG. 393
P.I.N.: 0629-39-7638
0 U.S. HWY. 1

N 01°52'54" W 261.85'

259.78'

148.69'

EIP
N: 699,135.98'
E: 2,024,182.76'

24" CMP TREE

GATE

PROJECT BENCHMARK
POINT #400 (REBAR WITH CAP)
NAD83 (2001) NAVD88
N: 699,659.09'
E: 2,024,182.76'
ELEV.: 283.03'

24" FES
INVERT=279.26'

24" FES
INVERT=278.04'

15" FES
INVERT=281.33'

15" FES
INVERT=281.36'

15" FES
INVERT=281.36'

15" FES
INVERT=281.46'

15" FES
INVERT=281.47'

15" FES
INVERT=281.59'

CONDUITS

SUBSTATION CROSSES BOUNDARY LINE

N/F
DUKE ENERGY PROGRESS, LLC
LOT 2
RECOMBINATION SURVEY FOR
HELIX VENTURES, LLC
D.B. 15289, PG. 2437
D.B. 2086, PG. 549
B.M. 2021, PG. 1935
DWG. NO.: L-D-2227
P.I.N.: 0629-49-7094
0 DEER PATH ROAD

EIP WITH CAP AND TAC

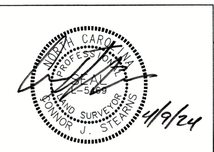
EIP 0.31' EAST OF LINE

N 89°47'55" W 315.39'

MATCHLINE - SHEET 2
MATCHLINE - SHEET 3

OPEN

WOOD PILE



THE JOHN R. McADAMS COMPANY, INC.
2905 Meridian Parkway
Durham, North Carolina 27713
License No.: C-0293
(800) 733-5646 • McAdamsCo.com

SITE: 107838 — FOR SOURCE OF TITLE REFER TO D.BK. 15289, PG. 2437 — SHEET 2 OF 4

DUKE ENERGY PROGRESS, LLC
APEX FRIENDSHIP 230kV SUBSTATION

TOPOGRAPHIC AND SUBSTATION SURVEY

DUKE ENERGY PROGRESS

BUCKHORN TOWNSHIP — WAKE COUNTY, N.C.

BOOK:
DATE: 4/9/24
SCALE: 1"=50'
25' 0' 25' 50' 75'
SCALE IN FEET
CREW: DMB/WH
DRAWN BY: CJS
P.A.=0.017"(H); 0.033"(V)

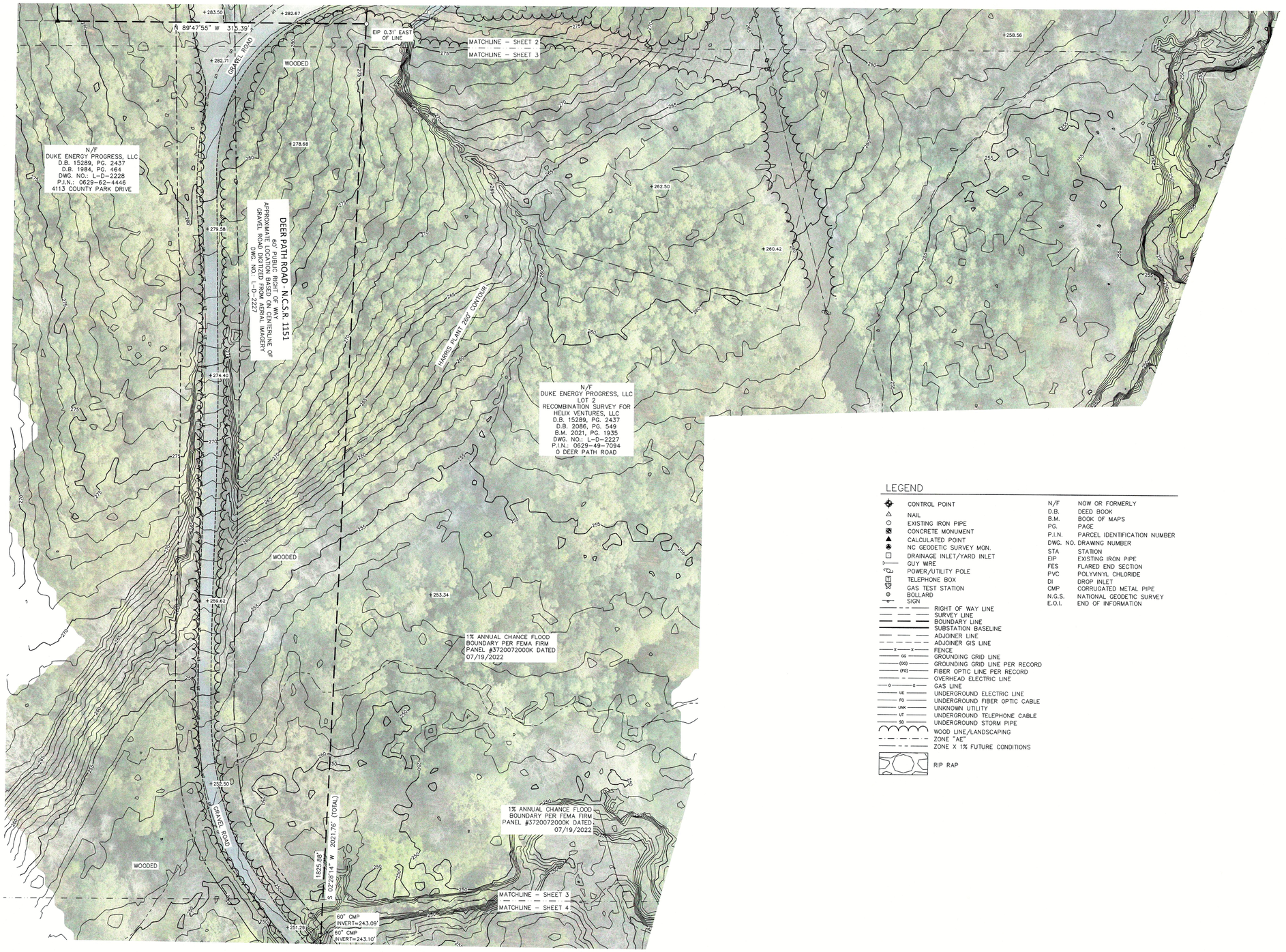
LAND UNIT: 0000000 — MAP: 107838_BTU_NEWSUB_040924

DUKE ENERGY®
525 S. TRYON STREET
CHARLOTTE N.C. 28202
TELEPHONE NO. 800-641-7762

N.C. GRID NAD83 (2001)

GENERAL NOTES

1. SEE SHEET 1 FOR GENERAL NOTES.



LEGEND

- CONTROL POINT
- NAIL
- EXISTING IRON PIPE
- CONCRETE MONUMENT
- CALCULATED POINT
- NC GEODETIC SURVEY MON.
- DRAINAGE INLET/YARD INLET
- GUY WIRE
- POWER/UTILITY POLE
- TELEPHONE BOX
- GAS TEST STATION
- BOLLARD
- SIGN
- RIGHT OF WAY LINE
- SURVEY LINE
- BOUNDARY LINE
- SUBSTATION BASELINE
- ADJOINER LINE
- ADJOINER GIS LINE
- FENCE
- GROUNDING GRID LINE
- GROUNDING GRID LINE PER RECORD
- FIBER OPTIC LINE PER RECORD
- OVERHEAD ELECTRIC LINE
- GAS LINE
- UNDERGROUND ELECTRIC LINE
- UNDERGROUND FIBER OPTIC CABLE
- UNKNOWN UTILITY
- UNDERGROUND TELEPHONE CABLE
- UNDERGROUND STORM PIPE
- WOOD LINE/LANDSCAPING
- ZONE "AE"
- ZONE X 1% FUTURE CONDITIONS
- RIP RAP

N/F	NOW OR FORMERLY
D.B.	DEED BOOK
B.M.	BOOK OF MAPS
PG.	PAGE
P.I.N.	PARCEL IDENTIFICATION NUMBER
DWG. NO.	DRAWING NUMBER
STA	STATION
EIP	EXISTING IRON PIPE
FES	FLARED END SECTION
PVC	POLYVINYL CHLORIDE
DI	DROP INLET
CMP	CORRUGATED METAL PIPE
N.G.S.	NATIONAL GEODETIC SURVEY
E.O.I.	END OF INFORMATION

NORTH CAROLINA PROFESSIONAL SEAL L-5293 REGISTERED LAND SURVEYOR JOHN J. STEARNS
4/9/24

THE JOHN R. McADAMS COMPANY, INC.
2905 Meridian Parkway
Durham, North Carolina 27713
License No.: C-0293
(800) 733-5646 • McAdamsCo.com

SITE: 107838

FOR SOURCE OF TITLE REFER TO D.BK. 15289, PG. 2437

SHEET 3 OF 4

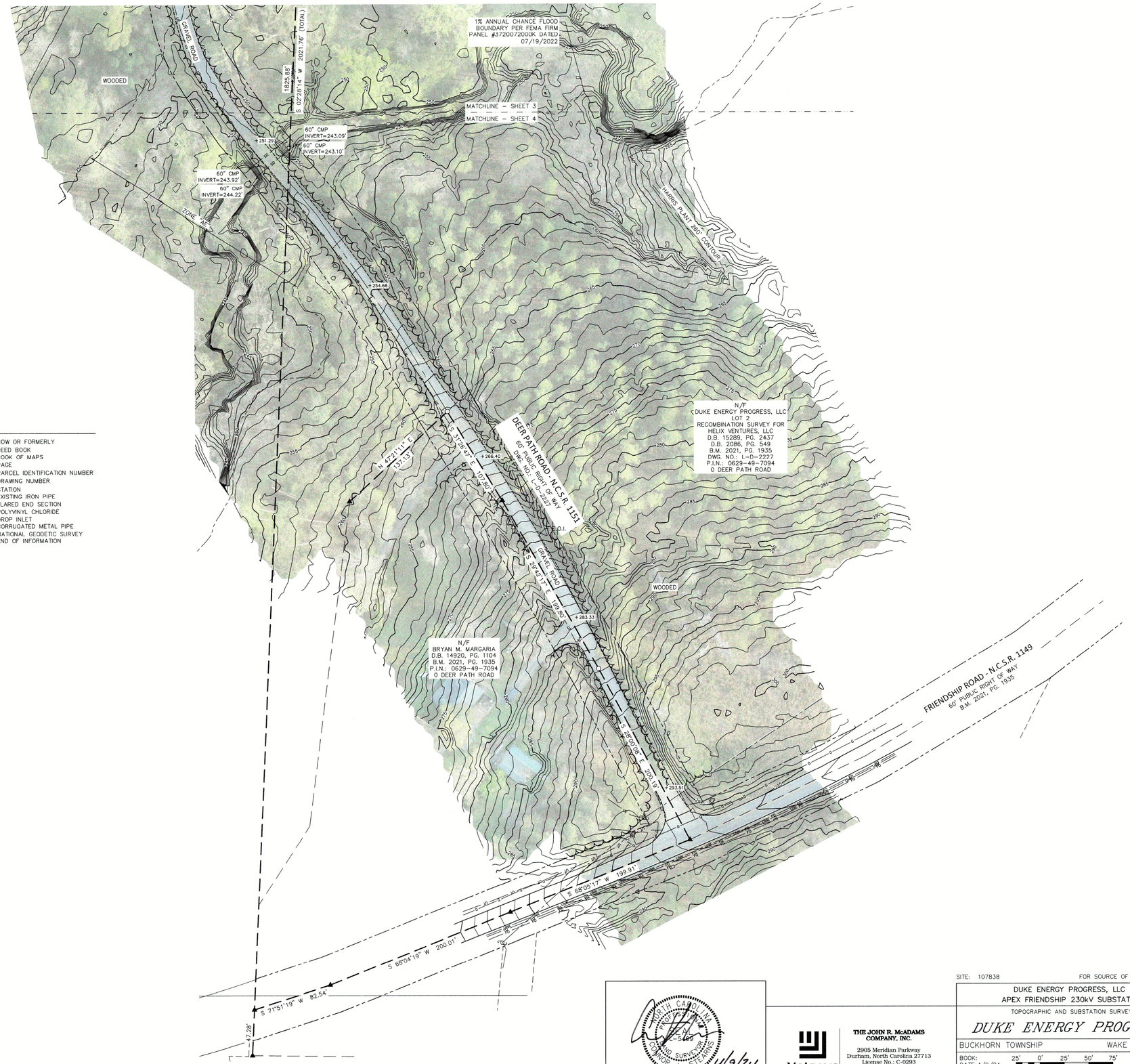
DUKE ENERGY PROGRESS, LLC
APEX FRIENDSHIP 230kV SUBSTATION
TOPOGRAPHIC AND SUBSTATION SURVEY
DUKE ENERGY PROGRESS
BUCKHORN TOWNSHIP WAKE COUNTY, N.C.

BOOK:
DATE: 4/9/24
SCALE: 1"=50'
25' 0' 25' 50' 75'
SCALE IN FEET
CREW: DMB/WH
DRAWN BY: CJS
P.A.=0.017'(H); 0.033'(V)

LAND UNIT: 0000000
MAP: 107838_BTU_NEWSUB_040924

DUKE ENERGY.
525 S. TRYON STREET
CHARLOTTE N.C. 28202
TELEPHONE NO. 800-641-7762

N.C. GRID NAD83 (2001)



LEGEND

- CONTROL POINT
- NAIL
- EXISTING IRON PIPE
- CONCRETE MONUMENT
- CALCULATED POINT
- NC GEODETIC SURVEY MON.
- DRAINAGE INLET/YARD INLET
- GUY WIRE
- POWER/UTILITY POLE
- TELEPHONE BOX
- GAS TEST STATION
- BOLLARD
- SIGN
- RIGHT OF WAY LINE
- SURVEY LINE
- BOUNDARY LINE
- SUBSTATION BASELINE
- ADJOINER LINE
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- GROUNDING GRID LINE PER RECORD
- FIBER OPTIC LINE PER RECORD
- OVERHEAD ELECTRIC LINE
- GAS LINE
- UNDERGROUND ELECTRIC LINE
- UNDERGROUND FIBER OPTIC CABLE
- UNKNOWN UTILITY
- UNDERGROUND TELEPHONE CABLE
- UNDERGROUND STORM PIPE
- WOOD LINE/LANDSCAPING
- ZONE "AE"
- ZONE X 1% FUTURE CONDITIONS
- RIP RAP

N/F	NOW OR FORMERLY
D.B.	DEED BOOK
B.M.	BOOK OF MAPS
PG.	PAGE
P.I.N.	PARCEL IDENTIFICATION NUMBER
DWG. NO.	DRAWING NUMBER
STA	STATION
EIP	EXISTING IRON PIPE
FES	FLARED END SECTION
PVC	POLYVINYL CHLORIDE
DI	DROP INLET
CMP	CORRUGATED METAL PIPE
N.G.S.	NATIONAL GEODETIC SURVEY
E.O.I.	END OF INFORMATION

GENERAL NOTES

1. SEE SHEET 1 FOR GENERAL NOTES.

NORTH CAROLINA REGISTERED LAND SURVEYOR L-5189 CHAD J. STEARNS 4/9/24

THE JOHN R. McADAMS COMPANY, INC.
2905 Meridian Parkway
Durham, North Carolina 27713
License No.: C-0293
(800) 733-5646 ▪ McAdamsCo.com

SITE: 107838 — FOR SOURCE OF TITLE REFER TO D.BK. 15289, PG. 2437 — SHEET 4 OF 4

DUKE ENERGY PROGRESS, LLC
APEX FRIENDSHIP 230kV SUBSTATION
TOPOGRAPHIC AND SUBSTATION SURVEY
DUKE ENERGY PROGRESS
BUCKHORN TOWNSHIP — WAKE COUNTY, N.C.

BOOK:
DATE: 4/9/24
SCALE: 1"=50'
25' 0' 25' 50' 75'
SCALE IN FEET
CREW: DMB/WH
DRAWN BY: CJS
P.A.=0.017'(H);0.033'(V)

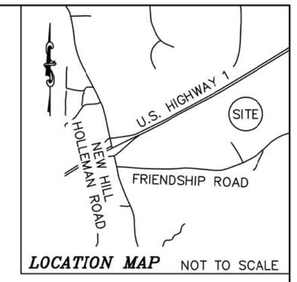
LAND UNIT: 0000000
MAP: 107838_BTU_NEWSUB_040924

DUKE ENERGY.
525 S. TRYON STREET
CHARLOTTE N.C. 28202
TELEPHONE NO. 800-641-7762

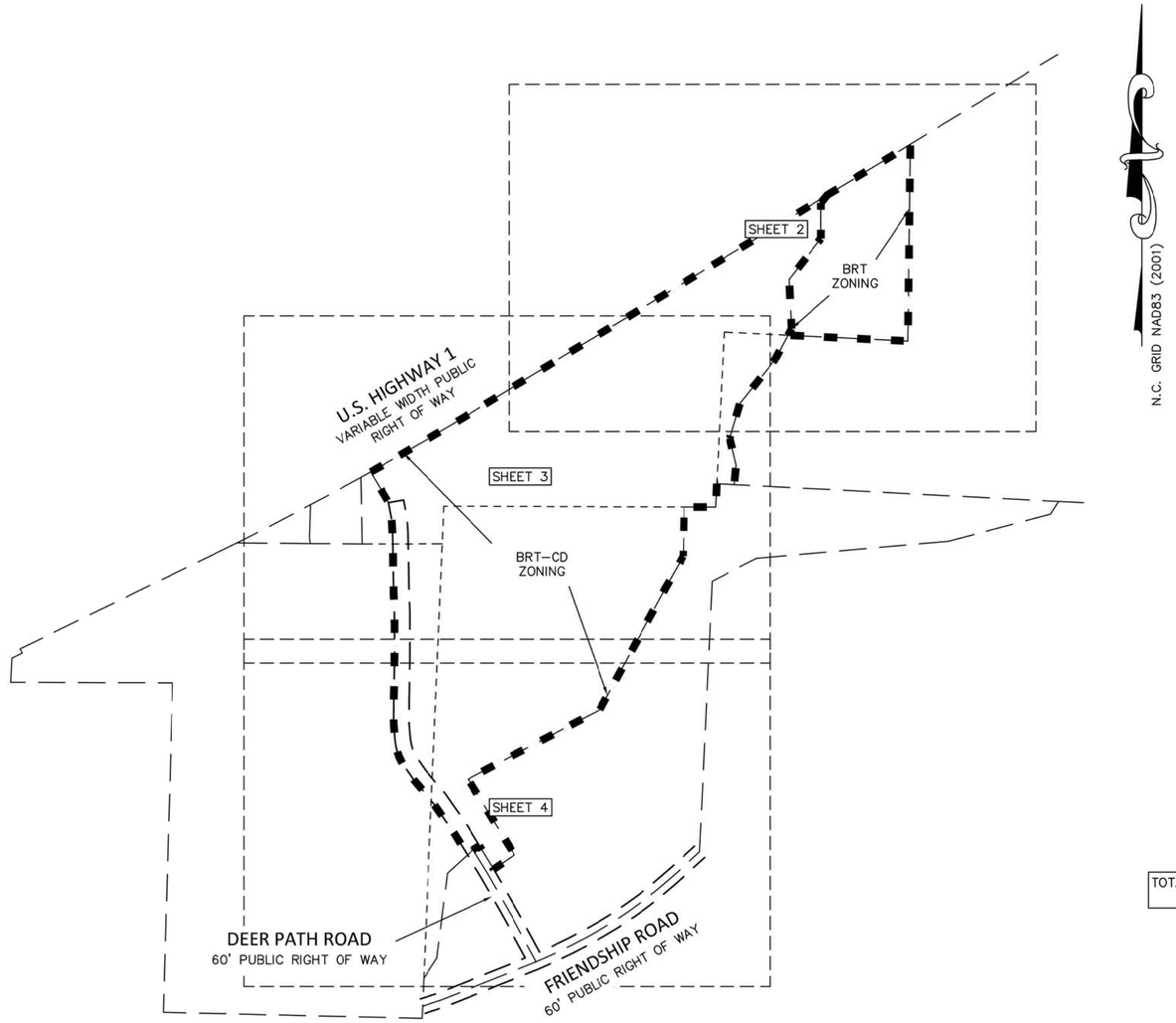
LEGEND

△	EXISTING NAIL	EIP	EXISTING IRON PIPE
⊠	EXISTING CONCRETE MONUMENT	EIP CT	EXISTING IRON PIPE CAP AND TAC
○	EXISTING IRON PIPE	EIS	EXISTING IRON STAKE
△	EXISTING NAIL	ENL	EXISTING NAIL
▲	CALCULATED POINT	ECM	EXISTING CONCRETE MONUMENT
⊡	#4 REBAR SET	N/F	NOW OR FORMERLY
—— —— ——	BOUNDARY LINE	B.M.	BOOK OF MAPS
—— —— ——	RIGHT OF WAY LINE	D.B.	DEED BOOK
- - - - - - - -	ABANDONED BOUNDARY LINE	PG.	PAGE
- - - - - - - -	CONTOUR LINES	S.F.	SQUARE FEET
- - - - - - - -	TRANSMISSION RIGHT OF WAY	AC.	ACRE
■ ■ ■ ■	PROPOSED ZONING LINE		

PRELIMINARY



LOCATION MAP NOT TO SCALE



N.C. GRID NAD83 (2001)

TOTAL PERIMETER LINEAR FOOTAGE: 8398.67'
TOTAL ACREAGE: 51.36 AC.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 06°00'45" W	76.97'
L2	N 87°01'16" W	69.57'
L3	S 02°48'59" W	92.25'
L4	S 55°45'11" W	100.10'
L5	N 31°26'34" W	108.27'
L6	S 58°32'03" W	30.01'
L7	S 47°24'36" W	30.57'
L8	N 31°26'34" W	5.92'
L9	N 31°26'34" W	91.37'
L10	N 34°29'59" W	147.70'
L11	N 40°10'25" W	45.49'
L12	N 39°58'05" W	75.08'
L13	N 34°42'20" W	61.02'
L14	N 04°49'11" W	67.43'
L15	N 00°19'12" E	91.71'
L16	N 01°16'33" E	26.44'
L17	N 00°26'01" W	44.01'
L18	N 02°24'24" W	80.30'
L19	N 04°39'01" W	22.65'
L20	N 10°41'28" W	63.40'
L21	N 28°08'54" E	29.20'
L22	N 39°42'23" E	39.92'

CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	11589.16'	409.74'	N 59°35'59" E	409.72'
C2	216.43'	112.89'	N 19°45'45" W	111.61'
C3	9237.85'	275.64'	N 00°29'53" E	275.63'
C4	849.51'	55.67'	N 03°01'31" W	55.66'
C5	11589.16'	43.77'	S 60°43'15" W	43.77'

NOT TO SCALE

SITE: 107838 FOR SOURCE OF TITLE REFER TO DEED BOOK AND PAGE AS SHOWN SHEET 1 OF 4

THE JOHN R. McADAMS COMPANY, INC.
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Durham, North Carolina 27713
License No.: C-0293
(800) 733-5646 ■ McAdamsCo.com

DUKE ENERGY PROGRESS, LLC
APEX FRIENDSHIP 230kV SUBSTATION

PROPOSED ZONING BOUNDARY

DUKE ENERGY PROGRESS

BUCKHORN TOWNSHIP WAKE COUNTY, N.C.

BOOK:
DATE: 4/10/25
SCALE: N.T.S.
CREW: LER/PT
DRAWN BY: CJS
R.O.P..= 1': 52,197'+

LAND UNIT: 0000000 MAP: 107838_B_ZONINGBOUNDARY_R1_041525

DUKE ENERGY®

525 S. TRYON STREET
CHARLOTTE N.C. 28202

DKE24015-F2.dwg, 4/15/2025 4:24 PM, Connor Stearns

LEGEND

△	EXISTING NAIL	EIP	EXISTING IRON PIPE
▣	EXISTING CONCRETE MONUMENT	EIP CT	EXISTING IRON PIPE CAP AND TAC
○	EXISTING IRON PIPE	EIS	EXISTING IRON STAKE
△	EXISTING NAIL	ENL	EXISTING NAIL
▲	CALCULATED POINT	ECM	EXISTING CONCRETE MONUMENT
⊡	#4 REBAR SET	N/F	NOW OR FORMERLY
— — —	BOUNDARY LINE	B.M.	BOOK OF MAPS
— — —	RIGHT OF WAY LINE	D.B.	DEED BOOK
- - - - -	BOUNDARY LINE TO BE ABANDONED	PG.	PAGE
- - - - -	CONTOUR LINES	S.F.	SQUARE FEET
- - - - -	TRANSMISSION RIGHT OF WAY	AC.	ACRE
▬ ▮ ▬ ▮	PROPOSED ZONING LINE		

PRELIMINARY

N.C. GRID NAD83 (2001)

U.S. HIGHWAY 1
VARIABLE WIDTH PUBLIC RIGHT OF WAY
D.B. 1548, PG. 623
B.M. 1996, PG. 393
N.C.D.O.T. PROJECT NUMBERS:
6.409008T – 8.14774

EXISTING IRON PIPE
BRT ZONING
POINT OF BEGINNING

N/F
AMGEN, INC.
LOT 2
RECOMBINATION AND EASEMENT
DEDICATION SURVEY FOR HELIX
VENTURES, LLC
D.B. 18844, PG. 267
B.M. 2021, PG. 2063
P.I.N.: 0720-70-2658
4130 FRIENDSHIP ROAD

BRT ZONING
266,194 S.F. – 6.11 AC.

BRT-CD ZONING
(INCLUDES RIGHT OF WAY)
1,970,863 S.F. – 45.25 AC.

N/F
DUKE ENERGY PROGRESS, LLC
D.B. 15289, PG. 2437
D.B. 2168, PG. 476
DWG. NO.: L-D-2632
P.I.N.: 0629-62-4446
4113 COUNTY PARK DRIVE

N/F
DUKE ENERGY PROGRESS, LLC
D.B. 15289, PG. 2437
DWG. NO.: L-D-2633
P.I.N.: 0629-62-4446
4113 COUNTY PARK DRIVE

N/F
DUKE ENERGY PROGRESS, LLC
D.B. 15289, PG. 2437
D.B. 2168, PG. 476
DWG. NO.: L-D-2632
P.I.N.: 0629-62-4446
4113 COUNTY PARK DRIVE

N/F
AMGEN, INC.
LOT 2
RECOMBINATION AND EASEMENT
DEDICATION SURVEY FOR HELIX
VENTURES, LLC
D.B. 18844, PG. 267
B.M. 2021, PG. 2063
P.I.N.: 0720-70-2658
4130 FRIENDSHIP ROAD

MATCHLINE - SHEET 2
MATCHLINE - SHEET 3

N 58°35'39" E 635.82' (TOTAL)
383.70'
252.12'
N 00°01'23" W 141.14'
S 00°42'41" W 776.39'
N 37°45'52" E 204.06'
N 02°45'57" W 194.68'
N 87°12'40" W 473.20'
S 27°44'58" W 104.72'
S 38°36'22" W 224.76'
S 16°17'01" W 144.16'
S 15°31'09" E 109.13'
N 58°36'20" E 898.44' (TOTAL)
498.56'
ECM 1.23' NORTH OF LINE
399.88'
N 58°30'30" E 547.37' (TOTAL)
510.29'

L1 L2 L21 L22

SITE: 107838 — FOR SOURCE OF TITLE REFER TO DEED BOOK AND PAGE AS SHOWN — SHEET 2 OF 4

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Durham, North Carolina 27713
License No.: C-0293
(800) 733-5646 ▪ McAdamsCo.com

DUKE ENERGY PROGRESS, LLC
APEX FRIENDSHIP 230kV SUBSTATION
PROPOSED ZONING BOUNDARY
DUKE ENERGY PROGRESS
BUCKHORN TOWNSHIP — WAKE COUNTY, N.C.
BOOK:
DATE: 4/10/25
SCALE: 1"=100'
50' 0' 50' 100' 150'
SCALE IN FEET
CREW: LER/PT
DRAWN BY: CJS
R.O.P..= 1':52,197'+
LAND UNIT: 0000000
MAP: 107838_B_ZONINGBOUNDARY_R1_041525

DUKE ENERGY.
525 S. TRYON STREET
CHARLOTTE N.C. 28202

DKE24015-F2.dwg, 4/15/2025 4:24 PM, Connor Stearns

LEGEND

△	EXISTING NAIL	EIP	EXISTING IRON PIPE
▣	EXISTING CONCRETE MONUMENT	EIP CT	EXISTING IRON PIPE CAP AND TAC
○	EXISTING IRON PIPE	EIS	EXISTING IRON STAKE
△	EXISTING NAIL	ENL	EXISTING NAIL
▲	CALCULATED POINT	ECM	EXISTING CONCRETE MONUMENT
⊡	#4 REBAR SET	N/F	NOW OR FORMERLY
— — —	BOUNDARY LINE	B.M.	BOOK OF MAPS
— — —	RIGHT OF WAY LINE	D.B.	DEED BOOK
- - - - -	BOUNDARY LINE TO BE ABANDONED	PG.	PAGE
— — —	CONTOUR LINES	S.F.	SQUARE FEET
— — —	TRANSMISSION RIGHT OF WAY	AC.	ACRE
■ ■ ■	PROPOSED ZONING LINE		

PRELIMINARY

U.S. HIGHWAY 1
VARIABLE WIDTH PUBLIC RIGHT OF WAY
D.B. 1548, PG. 623
B.M. 1996, PG. 393
N.C.D.O.T. PROJECT NUMBERS:
6.409008T - 8.14774

399.86'
N 58°30'30" E 547.37' (TOTAL)
510.29'
37.08'
ECM 1.40' NORTH OF LINE
ECM
C1
CS (TIE)
BENT EIP ON LINE
1.29'
NEW BOUNDARY LINE
N 30°16'43" W 140.81'
S 01°05'17" E 262.67' (TOTAL)
261.38'
L20
L19
C4
L18
L17
C3
L16
L15
N 00°53'41" W 211.70'
AREA WITHIN RIGHT OF WAY: 87,787 S.F. - 2.02 AC.
DEER PATH ROAD - N.C.S.R. 1151
60' PUBLIC RIGHT OF WAY
APPROXIMATE LOCATION BASED ON CENTERLINE OF GRAVEL ROAD DIGITIZED FROM AERIAL IMAGERY
DWG. NO.: L-D-2227 AND L-D-2228

MATCHLINE - SHEET 2
MATCHLINE - SHEET 3

BRT-CD ZONING
(INCLUDES RIGHT OF WAY)
1,970,863 S.F. - 45.25 AC.

N/F
DUKE ENERGY PROGRESS, LLC
D.B. 15289, PG. 2437
DWG. NO.: L-D-2633
P.I.N.: 0629-62-4446
4113 COUNTY PARK DRIVE

N/F
DUKE ENERGY PROGRESS, LLC
D.B. 15289, PG. 2437
D.B. 2168, PG. 476
DWG. NO.: L-D-2632
P.I.N.: 0629-62-4446
4113 COUNTY PARK DRIVE

N/F
AMGEN, INC.
LOT 2
RECOMBINATION AND EASEMENT DEDICATION SURVEY FOR HELIX VENTURES, LLC
D.B. 18844, PG. 267
B.M. 2021, PG. 2063
P.I.N.: 0720-70-2658
4130 FRIENDSHIP ROAD

S 36°36'22" W 224.76'
S 16°17'01" W 144.16'
S 13°31'09" E 109.13'
L1
L2
L3
N 89°48'52" W 124.93'
S 01°09'54" W 194.30'
S 29°05'31" W 148.20'
NEW BOUNDARY LINE
S 28°18'09" W 541.48'

N/F
DUKE ENERGY PROGRESS, LLC
LOT 2
RECOMBINATION SURVEY FOR HELIX VENTURES, LLC
D.B. 15289, PG. 2437
D.B. 2086, PG. 549
B.M. 2021, PG. 1935
DWG. NO.: L-D-2227
P.I.N.: 0629-49-7094
0 DEER PATH ROAD

N/F
DUKE ENERGY PROGRESS, LLC
LOT 2
SURVEY FOR ETHEL W. CURTIS
D.B. 15289, PG. 2437
D.B. 7082, PG. 398
B.M. 1996, PG. 393
P.I.N.: 0629-39-7638
0 U.S. HWY. 1

N/F
DUKE ENERGY PROGRESS, LLC
D.B. 15289, PG. 2437
D.B. 1984, PG. 464
REFERENCE DWG. L-D-2228
P.I.N.: 0629-62-4446
4113 COUNTY PARK DRIVE

MATCHLINE - SHEET 3
MATCHLINE - SHEET 4

N.C. GRID NAD83 (2001)

SITE: 107838 FOR SOURCE OF TITLE REFER TO DEED BOOK AND PAGE AS SHOWN SHEET 3 OF 4

THE JOHN R. McADAMS COMPANY, INC.
2905 Meridian Parkway
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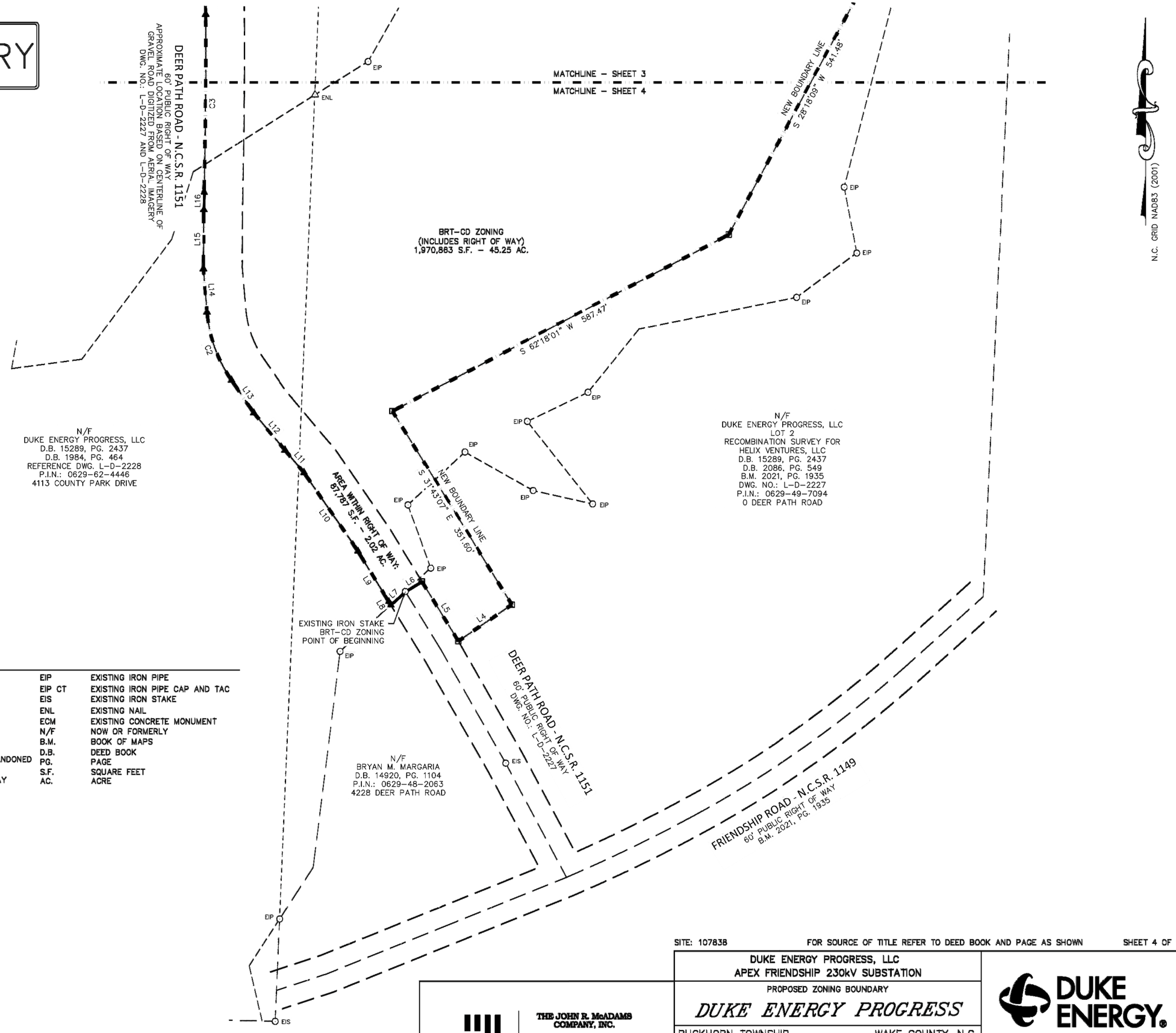
License No.: C-0293
(800) 733-5646 ▪ McAdamsCo.com

DUKE ENERGY PROGRESS, LLC
APEX FRIENDSHIP 230kV SUBSTATION
PROPOSED ZONING BOUNDARY
DUKE ENERGY PROGRESS
BUCKHORN TOWNSHIP WAKE COUNTY, N.C.
BOOK:
DATE: 4/10/25
SCALE: 1"=100'
50' 0' 50' 100' 150'
SCALE IN FEET
CREW: LER/PT
DRAWN BY: CJS
R.O.P..= 1':52,197'+
LAND UNIT: 0000000
MAP: 107838_B_ZONINGBOUNDARY_R1_041525

DUKE ENERGY.
525 S. TRYON STREET
CHARLOTTE N.C. 28202

DKE24015-F2.dwg, 4/15/2025 4:25 PM, Connor Stearns

PRELIMINARY



LEGEND

△	EXISTING NAIL	EIP	EXISTING IRON PIPE
▣	EXISTING CONCRETE MONUMENT	EIP CT	EXISTING IRON PIPE CAP AND TAC
○	EXISTING IRON PIPE	EIS	EXISTING IRON STAKE
△	EXISTING NAIL	ENL	EXISTING NAIL
▲	CALCULATED POINT	ECM	EXISTING CONCRETE MONUMENT
⊡	#4 REBAR SET	N/F	NOW OR FORMERLY
— — —	BOUNDARY LINE	B.M.	BOOK OF MAPS
— — —	RIGHT OF WAY LINE	D.B.	DEED BOOK
- - - - -	BOUNDARY LINE TO BE ABANDONED	PG.	PAGE
— — —	CONTOUR LINES	S.F.	SQUARE FEET
— — —	TRANSMISSION RIGHT OF WAY	AC.	ACRE
■ ■ ■	PROPOSED ZONING LINE		

SITE: 107838 FOR SOURCE OF TITLE REFER TO DEED BOOK AND PAGE AS SHOWN SHEET 4 OF 4

THE JOHN R. McADAMS COMPANY, INC.
2905 Meridian Parkway
Durham, North Carolina 27713
License No.: C-0293
(800) 733-5646 ▪ McAdamsCo.com

DUKE ENERGY PROGRESS, LLC
APEX FRIENDSHIP 230kV SUBSTATION
PROPOSED ZONING BOUNDARY
DUKE ENERGY PROGRESS
BUCKHORN TOWNSHIP WAKE COUNTY, N.C.
BOOK:
DATE: 4/10/25
SCALE: 1"=100'
50' 0' 50' 100' 150'
SCALE IN FEET
CREW: LER/PT
DRAWN BY: CJS
R.O.P.= 1':52,197'+
LAND UNIT: 0000000
MAP: 107838_B_ZONINGBOUNDARY_R1_041525

DUKE ENERGY®
525 S. TRYON STREET
CHARLOTTE N.C. 28202

DKE24015-F2.dwg, 4/15/2025 4:25 PM, Connor Stearns

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LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 08°00'45" W	76.97'
L2	N 87°01'42" W	69.57'
L3	S 02°48'01" W	70.15'
L4	S 35°45'11" W	100.10'
L5	N 12°28'54" E	108.27'
L6	S 58°32'03" W	30.01'
L7	S 47°21'26" W	30.93'
L8	N 31°06'34" W	5.92'
L9	N 31°28'34" W	91.30'
L10	N 36°29'52" W	147.70'
L11	N 40°10'28" W	45.49'
L12	N 59°36'25" W	75.08'
L13	N 34°42'20" W	61.00'
L14	N 04°48'11" W	67.43'
L15	N 00°18'12" E	91.71'
L16	N 01°18'33" E	26.44'
L17	N 00°20'01" W	44.01'
L18	N 02°54'24" W	80.30'
L19	N 04°39'01" W	22.65'
L20	N 10°41'18" W	63.40'
L21	N 28°08'54" E	29.20'
L22	N 59°42'23" E	39.92'

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	11589.16'	489.74'	N 59°35'59" E	489.72'
C2	216.43'	112.89'	N 19°45'45" W	111.61'
C3	9237.85'	275.64'	N 00°29'53" E	275.63'
C4	849.97'	50.63'	N 03°01'35" W	50.62'
C5	11589.16'	43.77'	S 60°43'15" W	43.77'

NCDOT ROAD MAINTENANCE ENDS AT EX. GATE

DEER PATH ROAD
(NCDOT ROAD MAINTENANCE ENDS AT GATE)

FRIENDSHIP ROAD
N.C.S.R. 1149

TOTAL AREA DISTURBED : 29.8 Ac.

LEGEND:
(OBJECT PEN COLOR/THICKNESS/SHADE MAY VARY PER SHEET REQUIREMENTS)

- EX. ADJACENT PROPERTY LINES
- EX. STD. RIGHT-OF-WAY
- CONTROLLED ACCESS RIGHT-OF-WAY
- EX. 500 YR FLOOD LINE
- EX. 100 YR FLOOD LINE
- EX. ESMENT LINE
- EX CONTOURS (1' INTERVAL)
- EDGE EX PAVEMENT
- EDGE EX GRAVEL
- EX WOODS LINE
- EX DITCH
- EX STORM DRAINAGE
- EX. U.G. GROUNDING CABLE
- EX. O.H. POWER
- EX GUY WIRE(S)
- EX U.G. FIBER OPTIC LINE
- EX. CONC STRUCTURES
- EX. BOLLARD
- EX U.G. POWER
- EX. UNKNOWN U.G. LINE
- PRO O.H. POWER
- PROPOSED CONTOUR
- WETLAND AREA
- DEP PROTECTIVE BUFFER
- CAPE FEAR BUFFER
- DANGER TREE ZONE LIMITS
- TOP OF BANK
- LIMITS OF DISTURBANCE
- UG UNDERGROUND
- OH OVERHEAD
- DND DO NOT DISTURB
- TBR TO BE REMOVED
- FC # FINISHED GRADE
- YB # YARD BLANKET GRADE
- # FES #

BOUNDARY DESCRIPTION SHOWN IS NOT FOR RECORDATION.

CONSTRUCTION SAFETY
These drawings do not contain the requirements for job safety. All provisions for safety shall be the sole responsibility of the contractor.

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Approved for Construction:

_____ Date: _____

EXISTING CONDITIONS:
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RECORD DRAWINGS:
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By: _____ Date: _____

BEFORE YOU DIG, CALL 811
NORTH CAROLINA ONE-CALL CENTER
www.ncocc.org

CAUTION:
UNDERGROUND TELEPHONE AND FIBER OPTIC LINES ARE IN VICINITY OF SUBSTATION. CONTRACTOR TO VERIFY LOCATION PRIOR TO DIGGING.

WARNING:
OVERHEAD POWER IN VICINITY OF WORK AREA. CONTRACTOR SHALL USE CAUTION WHILE WORKING AROUND ENERGIZED POWER LINES.

Final Drawings
Review Purposes ONLY

SEAL 26959
ENGINEER
DAVID C. REVOIR
07/11/2025

CONSULTING ENGINEERS, P.A.
CIVIL, MUNICIPAL &
STRUCTURAL ENGINEERS
BLN = C0562
2317 Professional Dr.
P.O. Box 7966
Rocky Mount, N.C. 27804
Phone: (252) 972-7703
www.appianengineers.com
admin@appianengineers.com

DUKE ENERGY PROGRESS

APEX FRIENDSHIP ROAD 230KV SUBSTATION
4113 DEER PATH ROAD, HOLLY SPRINGS, N.C.
OVERALL EXISTING CONDITIONS

NO.	DATE	REVISION	BY	CK.	APP.

COUNTY: WAKE
SCALE: 1" = 100'
DRAWN: Kelly Williams
DATE: 07/11/25
SCALE RATIO 1:1
CHK. David Revoir
APP —
ACE J.N.: 24-010
DEP PROJ NO: E22040101
TASK —
DEP DWG NO: 84437
SHEET C100 OF 48

S:\Active Projects - Shared Folder\24010-DEP Apex-Hollysprings (230kV)\3-Dwg (230kV)\3-Plan\24010-C100.dwg, 7/11/2025 - 9:07:45 AM, Printed by: EVines

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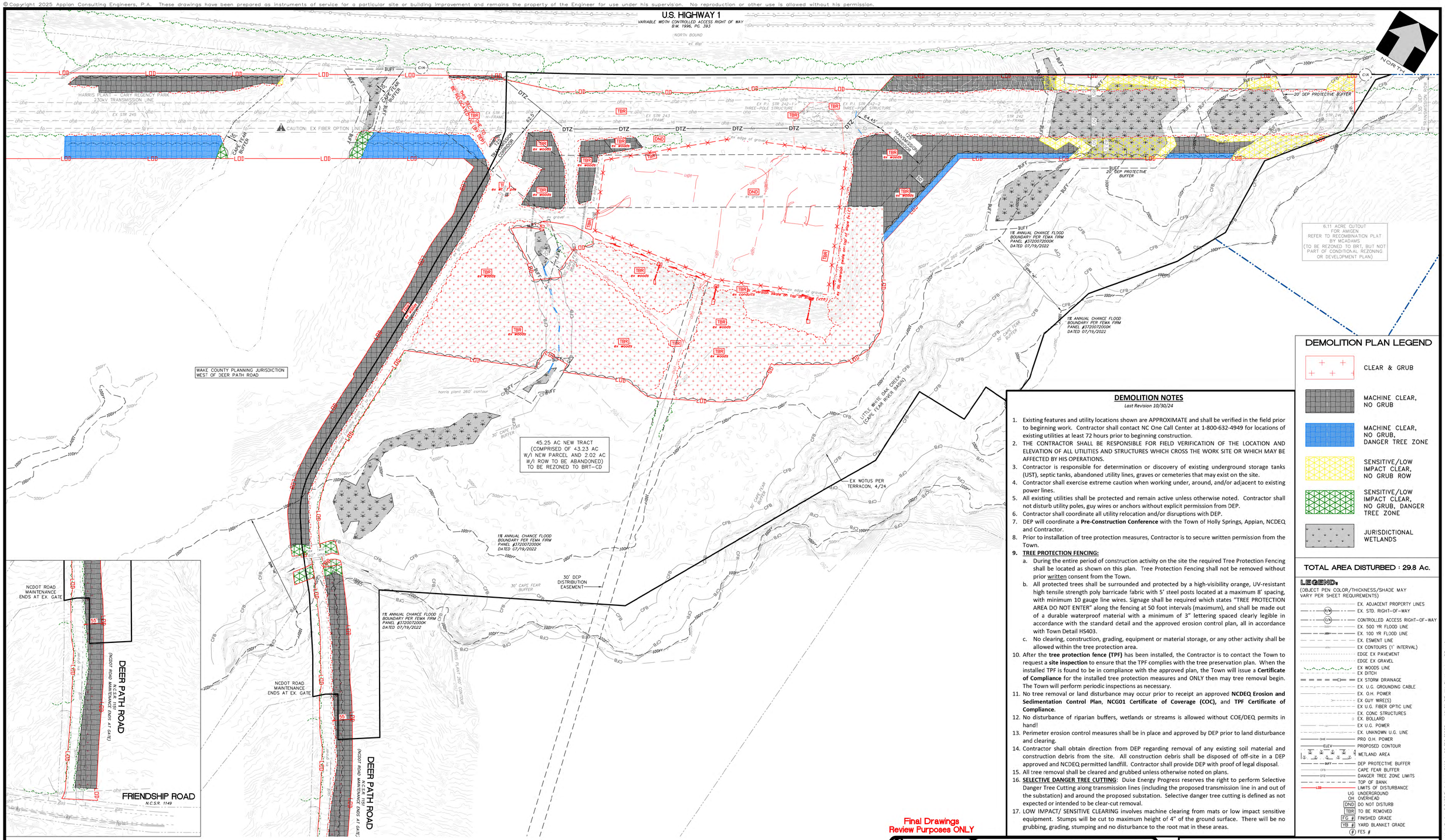

DEMOLITION PLAN LEGEND

- CLEAR & GRUB
- MACHINE CLEAR, NO GRUB
- MACHINE CLEAR, NO GRUB, DANGER TREE ZONE
- SENSITIVE/LOW IMPACT CLEAR, NO GRUB ROW
- SENSITIVE/LOW IMPACT CLEAR, NO GRUB, DANGER TREE ZONE
- JURISDICTIONAL WETLANDS

DEMOLITION NOTES

Last Revision 10/30/24

1. Existing features and utility locations shown are APPROXIMATE and shall be verified in the field prior to beginning work. Contractor shall contact NC One Call Center at 1-800-632-4949 for locations of existing utilities at least 72 hours prior to beginning construction.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFICATION OF THE LOCATION AND ELEVATION OF ALL UTILITIES AND STRUCTURES WHICH CROSS THE WORK SITE OR WHICH MAY BE AFFECTED BY HIS OPERATIONS.
3. Contractor is responsible for determination or discovery of existing underground storage tanks (UST), septic tanks, abandoned utility lines, graves or cemeteries that may exist on the site.
4. Contractor shall exercise extreme caution when working under, around, and/or adjacent to existing power lines.
5. All existing utilities shall be protected and remain active unless otherwise noted. Contractor shall not disturb utility poles, guy wires or anchors without explicit permission from DEP.
6. Contractor shall coordinate all utility relocation and/or disruptions with DEP.
7. DEP will coordinate a **Pre-Construction Conference** with the Town of Holly Springs, Appian, NCDEQ and Contractor.
8. Prior to installation of tree protection measures, Contractor is to secure written permission from the Town.
9. **TREE PROTECTION FENCING:**
   a. During the entire period of construction activity on the site the required Tree Protection Fencing shall be located as shown on this plan. Tree Protection Fencing shall not be removed without prior written consent from the Town.
   b. All protected trees shall be surrounded and protected by a high-visibility orange, UV-resistant high tensile strength poly barricade fabric with 5' steel posts located at a maximum 8' spacing, with minimum 10 gauge line wires. Signage shall be required which states "TREE PROTECTION AREA DO NOT ENTER" along the fencing at 50 foot intervals (maximum), and shall be made out of a durable waterproof material with a minimum of 3" lettering spaced clearly legible in accordance with the standard detail and the approved erosion control plan, all in accordance with Town Detail HS403.
   c. No clearing, construction, grading, equipment or material storage, or any other activity shall be allowed within the tree protection area.
10. After the **tree protection fence (TPF)** has been installed, the Contractor is to contact the Town to request a **site inspection** to ensure that the TPF complies with the tree preservation plan. When the installed TPF is found to be in compliance with the approved plan, the Town will issue a **Certificate of Compliance** for the installed tree protection measures and ONLY then may tree removal begin. The Town will perform periodic inspections as necessary.
11. No tree removal or land disturbance may occur prior to receipt an approved **NCDEQ Erosion and Sedimentation Control Plan**, **NCG01 Certificate of Coverage (COC),** and **TPF Certificate of Compliance**.
12. No disturbance of riparian buffers, wetlands or streams is allowed without COE/DEQ permits in hand!
13. Perimeter erosion control measures shall be in place and approved by DEP prior to land disturbance and clearing.
14. Contractor shall obtain direction from DEP regarding removal of any existing soil material and construction debris from the site. All construction debris shall be disposed of off-site in a DEP approved and NCDEQ permitted landfill. Contractor shall provide DEP with proof of legal disposal.
15. All tree removal shall be cleared and grubbed unless otherwise noted on plans.
16. **SELECTIVE DANGER TREE CUTTING**: Duke Energy Progress reserves the right to perform Selective Danger Tree Cutting along transmission lines (including the proposed transmission line in and out of the substation) and around the proposed substation. Selective danger tree cutting is defined as not expected or intended to be clear-cut removal.
17. LOW IMPACT/ SENSITIVE CLEARING involves machine clearing from mats or low impact sensitive equipment. Stumps will be cut to maximum height of 4" of the ground surface. There will be no grubbing, grading, stumping and no disturbance to the root mat in these areas.

TOTAL AREA DISTURBED : 29.8 Ac.

LEGEND:
(OBJECT PEN COLOR/THICKNESS/SHADE MAY VARY PER SHEET REQUIREMENTS)

- EX. ADJACENT PROPERTY LINES
- EX. STD. RIGHT-OF-WAY
- CONTROLLED ACCESS RIGHT-OF-WAY
- EX. 500 YR FLOOD LINE
- EX. 100 YR FLOOD LINE
- EX. ESMENT LINE
- EX CONTOURS (1' INTERVAL)
- EDGE EX PAVEMENT
- EDGE EX GRAVEL
- EX WOODS LINE
- EX DITCH
- EX STORM DRAINAGE
- EX. U.G. GROUNDING CABLE
- EX. O.H. POWER
- EX GUY WIRE(S)
- EX U.G. FIBER OPTIC LINE
- EX. CONC STRUCTURES
- EX. BOLLARD
- EX U.G. POWER
- EX. UNKNOWN U.G. LINE
- PRO O.H. POWER
- PROPOSED CONTOUR
- WETLAND AREA
- DEP PROTECTIVE BUFFER
- CAPE FEAR BUFFER
- DANGER TREE ZONE LIMITS
- TOP OF BANK
- LIMITS OF DISTURBANCE
- UG UNDERGROUND
- OH OVERHEAD
- DND DO NOT DISTURB
- TBR TO BE REMOVED
- FG # FINISHED GRADE
- YB # YARD BLANKET GRADE
- # FES #

Final Drawings Review Purposes ONLY

SEAL 26959 — DAVID C. REVOIR — ENGINEER — 08/20/2025

CONSULTING ENGINEERS, P.A.
CIVIL, MUNICIPAL & STRUCTURAL ENGINEERS
BLN = C0562
2317 Professional Dr.
P.O. Box 7966
Rocky Mount, N.C. 27804
Phone: (252) 972-7703
www.appianengineers.com
admin@appianengineers.com

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DUKE ENERGY® PROGRESS

APEX FRIENDSHIP ROAD 230KV SUBSTATION
4113 DEER PATH ROAD, HOLLY SPRINGS, N.C.
OVERALL DEMOLITION PLAN

NO.	DATE	REVISION	BY	CK.	APP.

COUNTY: WAKE
SCALE: 1" = 100'
DRAWN: Kelly Williams
DATE: 08/20/25
SCALE RATIO 1:1
CHK. David Revoir
APP —
ACE J.N.: 24-010
DEP PROJ NO: E22040101
TASK —
DEP DWG NO: 84437
SHEET C110 OF 48

S:\Appian Projects - Shared Folder\24010-DEP Apex-Hollysprings\CAD\B-1.dwg (C110) 08/20/2025 - 10:01:27 AM Plotted By: DRevoir

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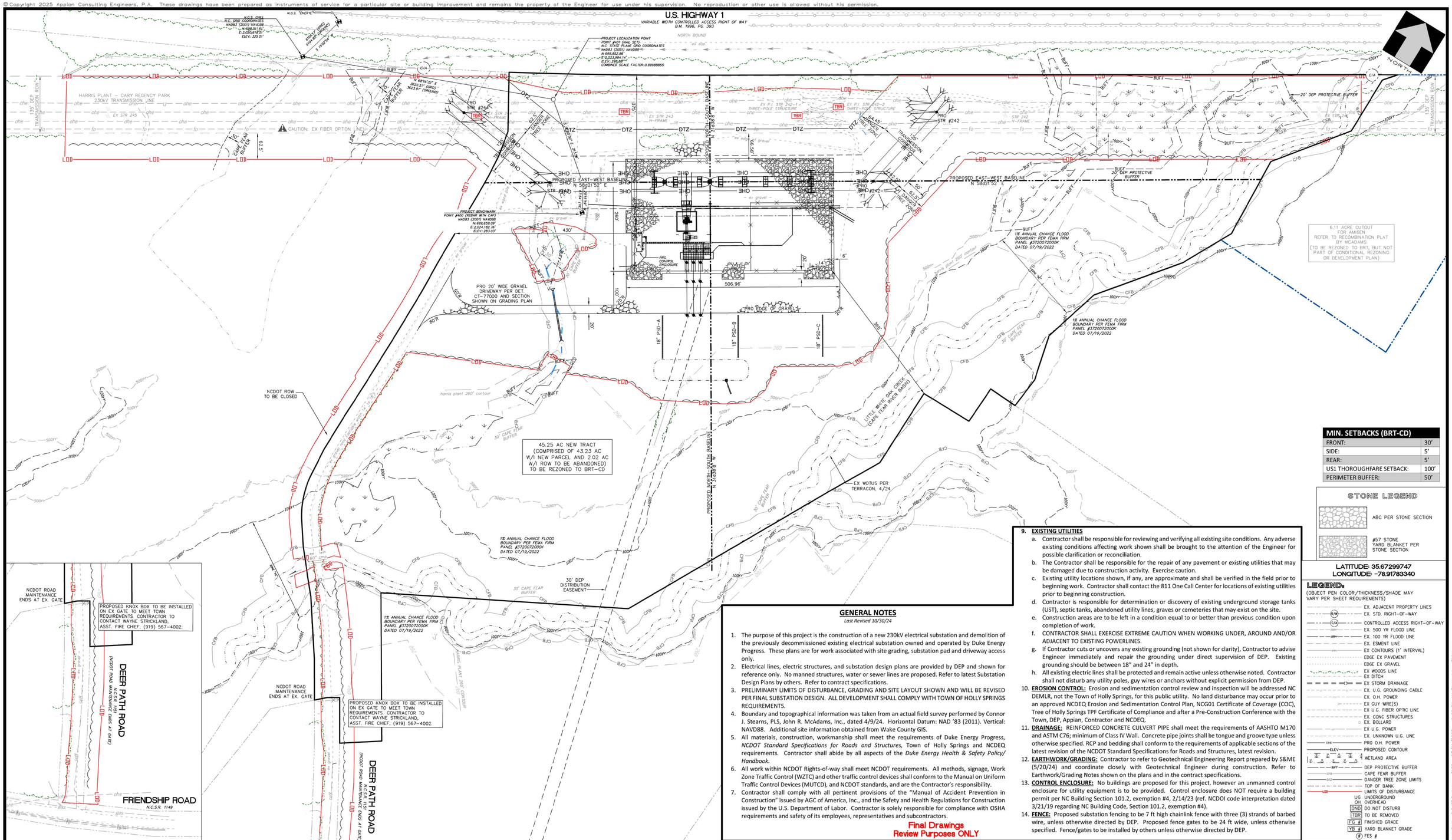

MIN. SETBACKS (BRT-CD)	
FRONT:	30'
SIDE:	5'
REAR:	5'
US1 THOROUGHFARE SETBACK:	100'
PERIMETER BUFFER:	50'

STONE LEGEND

- ABC PER STONE SECTION
- #57 STONE YARD BLANKET PER STONE SECTION

LATITUDE: 35.67299747
LONGITUDE: -78.91783340

LEGEND:
(OBJECT PEN COLOR/THICKNESS/SHADE MAY VARY PER SHEET REQUIREMENTS)

- EX. ADJACENT PROPERTY LINES
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- OH OVERHEAD
- DND DO NOT DISTURB
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GENERAL NOTES

Last Revised 10/30/24

1. The purpose of this project is the construction of a new 230kV electrical substation and demolition of the previously decommissioned existing electrical substation owned and operated by Duke Energy Progress. These plans are for work associated with site grading, substation pad and driveway access only.
2. Electrical lines, electric structures, and substation design plans are provided by DEP and shown for reference only. No manned structures, water or sewer lines are proposed. Refer to latest Substation Design Plans by others. Refer to contract specifications.
3. PRELIMINARY LIMITS OF DISTURBANCE, GRADING AND SITE LAYOUT SHOWN AND WILL BE REVISED PER FINAL SUBSTATION DESIGN. ALL DEVELOPMENT SHALL COMPLY WITH TOWN OF HOLLY SPRINGS REQUIREMENTS.
4. Boundary and topographical information was taken from an actual field survey performed by Connor J. Stearns, PLS, John R. McAdams, Inc., dated 4/9/24. Horizontal Datum: NAD '83 (2011). Vertical: NAVD88. Additional site information obtained from Wake County GIS.
5. All materials, construction, workmanship shall meet the requirements of Duke Energy Progress, *NCDOT Standard Specifications for Roads and Structures*, Town of Holly Springs and NCDEQ requirements. Contractor shall abide by all aspects of the *Duke Energy Health & Safety Policy/ Handbook*.
6. All work within NCDOT Rights-of-way shall meet NCDOT requirements. All methods, signage, Work Zone Traffic Control (WZTC) and other traffic control devices shall conform to the Manual on Uniform Traffic Control Devices (MUTCD), and NCDOT standards, and are the Contractor's responsibility.
7. Contractor shall comply with all pertinent provisions of the "Manual of Accident Prevention in Construction" issued by AGC of America, Inc., and the Safety and Health Regulations for Construction issued by the U.S. Department of Labor. Contractor is solely responsible for compliance with OSHA requirements and safety of its employees, representatives and subcontractors.

Final Drawings
Review Purposes ONLY

9. **EXISTING UTILITIES**
   a. Contractor shall be responsible for reviewing and verifying all existing site conditions. Any adverse existing conditions affecting work shown shall be brought to the attention of the Engineer for possible clarification or reconciliation.
   b. The Contractor shall be responsible for the repair of any pavement or existing utilities that may be damaged due to construction activity. Exercise caution.
   c. Existing utility locations shown, if any, are approximate and shall be verified in the field prior to beginning work. Contractor shall contact the 811 One Call Center for locations of existing utilities prior to beginning construction.
   d. Contractor is responsible for determination or discovery of existing underground storage tanks (UST), septic tanks, abandoned utility lines, graves or cemeteries that may exist on the site.
   e. Construction areas are to be left in a condition equal to or better than previous condition upon completion of work.
   f. CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN WORKING UNDER, AROUND AND/OR ADJACENT TO EXISTING POWERLINES.
   g. If Contractor cuts or uncovers any existing grounding (not shown for clarity), Contractor to advise Engineer immediately and repair the grounding under direct supervision of DEP. Existing grounding should be between 18" and 24" in depth.
   h. All existing electric lines shall be protected and remain active unless otherwise noted. Contractor shall not disturb any utility poles, guy wires or anchors without explicit permission from DEP.
10. **EROSION CONTROL:** Erosion and sedimentation control review and inspection will be addressed NC DEMLR, not the Town of Holly Springs, for this public utility. No land disturbance may occur prior to an approved NCDEQ Erosion and Sedimentation Control Plan, NCG01 Certificate of Coverage (COC), Tree of Holly Springs TPF Certificate of Compliance and after a Pre-Construction Conference with the Town, DEP, Appian, Contractor and NCDEQ.
11. **DRAINAGE:** REINFORCED CONCRETE CULVERT PIPE shall meet the requirements of AASHTO M170 and ASTM C76; minimum of Class IV Wall. Concrete pipe joints shall be tongue and groove type unless otherwise specified. RCP and bedding shall conform to the requirements of applicable sections of the latest revision of the NCDOT Standard Specifications for Roads and Structures, latest revision.
12. **EARTHWORK/GRADING:** Contractor to refer to Geotechnical Engineering Report prepared by S&ME (5/20/24) and coordinate closely with Geotechnical Engineer during construction. Refer to Earthwork/Grading Notes shown on the plans and in the contract specifications.
13. **CONTROL ENCLOSURE:** No buildings are proposed for this project, however an unmanned control enclosure for utility equipment is to be provided. Control enclosure does NOT require a building permit per NC Building Section 101.2, exemption #4, 2/14/23 (ref. NCDOI code interpretation dated 3/21/19 regarding NC Building Code, Section 101.2, exemption #4).
14. **FENCE:** Proposed substation fencing to be 7 ft high chainlink fence with three (3) strands of barbed wire, unless otherwise directed by DEP. Proposed fence gates to be 24 ft wide, unless otherwise specified. Fence/gates to be installed by others unless otherwise directed by DEP.

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By: Date:

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SEAL 26959 ENGINEER DAVID C. REVOIR 07/11/2025

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admin@appianengineers.com

DUKE ENERGY® PROGRESS

APEX FRIENDSHIP ROAD 230KV SUBSTATION
4113 DEER PATH ROAD, HOLLY SPRINGS, N.C.
OVERALL SITE PLAN

NO.	DATE	REVISION	BY	CK.	APP.

COUNTY: WAKE
SCALE: 1" = 100'
DRAWN: Kelly Williams
DATE: 07/11/25
SCALE RATIO 1:1
CHK. David Revoir
APP —
ACE J.N.: 24-010
DEP PROJ NO: E22040101
TASK —
DEP DWG NO: 84437
SHEET C120 OF 48

S:\Appian Projects - Shared Folder\24010-DEP Apex-HollySprings\C3D\8-1.dwg, C120, 07/11/2025 - 8:39:54 AM, Plotted By: DAnes

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U.S. HIGHWAY 1

VARIABLE WIDTH CONTROLLED ACCESS RIGHT OF WAY
B.M. 1996, PG. 393

NORTH BOUND

NORTH

HARRIS PLANT - CARY REGENCY PARK 230kV TRANSMISSION LINE

135' DEP TRANSMISSION ROW

CAUTION: EX FIBER OPTION LINE

PRO STR #244

PROPOSED NORTH-SOUTH BASELINE N 37°38'8" W

PRO STR #242

PROPOSED EAST-WEST BASELINE N 58°21'52" E

PRO STR #243

PRO STR #242-1

SUBSTATION CROWN = HIGH POINT ELEV 284.50

PRO CONTROL ENCLOSURE

PRO 24' GATE (TYP)

PRO 7' CHAINLINK FENCE (TYP)

PRO 20' WIDE GRAVEL DRIVEWAY PER DET. CT-77000 AND SECTION SHOWN ON GRADING PLAN

PRO EDGE OF GRAVEL

PRO SCM

POND #1

6.11 ACRE CUTOUT FOR AMGEN
REFER TO RECOMBINATION PLAT BY MCADAMS
(TO BE REZONED TO BRT, BUT NOT PART OF CONDITIONAL REZONING OR DEVELOPMENT PLAN)

1% ANNUAL CHANCE FLOOD BOUNDARY PER FEMA FIRM PANEL #3720072000K DATED 07/19/2022

45.25 AC NEW TRACT
(COMPRISED OF 43.23 AC W/I NEW PARCEL AND 2.02 AC W/I ROW TO BE ABANDONED)
TO BE REZONED TO BRT-CD

NCDOT ROW TO BE CLOSED

EX WOTUS PER TERRACON, 4/24

LITTLE WHITE OAK CREEK (CAPE FEAR RIVER BASIN)

30' DEP DISTRIBUTION EASEMENT

NCDOT ROAD MAINTENANCE ENDS AT EX. GATE

DEER PATH ROAD
(NCDOT ROAD MAINTENANCE ENDS AT GATE)
N.C.S.R. 1149

FRIENDSHIP ROAD
N.C.S.R. 1149

SCALE: 1" = 100'
0 100 200 250 300 350 400

STONE LEGEND

- ABC PER STONE SECTION
- #57 STONE YARD BLANKET PER STONE SECTION

TOTAL AREA DISTURBED : 29.8 Ac.

LEGEND:
(OBJECT PEN COLOR/THICKNESS/SHADE MAY VARY PER SHEET REQUIREMENTS)

- EX. ADJACENT PROPERTY LINES
- EX. STD. RIGHT-OF-WAY
- CONTROLLED ACCESS RIGHT-OF-WAY
- EX. 500 YR FLOOD LINE
- EX. 100 YR FLOOD LINE
- EX. ESMENT LINE
- EX CONTOURS (1' INTERVAL)
- EDGE EX PAVEMENT
- EDGE EX GRAVEL
- EX WOODS LINE
- EX DITCH
- EX STORM DRAINAGE
- EX. U.G. GROUNDING CABLE
- EX. O.H. POWER
- EX GUY WIRE(S)
- EX U.G. FIBER OPTIC LINE
- EX. CONC STRUCTURES
- EX. BOLLARD
- EX U.G. POWER
- EX. UNKNOWN U.G. LINE
- PRO O.H. POWER
- PROPOSED CONTOUR
- WETLAND AREA
- DEP PROTECTIVE BUFFER
- CAPE FEAR BUFFER
- DANGER TREE ZONE LIMITS
- TOP OF BANK
- LIMITS OF DISTURBANCE
- UG UNDERGROUND
- OH OVERHEAD
- DND DO NOT DISTURB
- TBR TO BE REMOVED
- FG # FINISHED GRADE
- YB # YARD BLANKET GRADE
- # FES #

EARTHWORK VOLUME NOTES

Last Revised 11/22/24

Material	Cut (cy)	Fill (cy)	Net Import Req'd (cy)
Topsoil/Rootmat	4,000	-	-
Unclassified Excavation	1,000	50,000	49,000

1. Earthwork volume estimates shown above are based on plans prepared by Appian Consulting Engineers, dated 11/21/24. These estimates are provided for the convenience of the Contractor, who assumes all risk and should verify all quantities shown.
2. If the southern fill slope were changed from **4:1** as shown to **3:1** slopes, the Net Import Required would become approximately 42,000 cy.
3. Net volume shown is the anticipated amount of off-site borrow required, assuming on site soils are suitable for fill. Does not include undercut. On-site borrow may be possible if approved by on-site geotechnical engineer.
4. Fill volumes shown include 30% shrinkage for on-site fill estimates.
5. Six (6) inch topsoil/rootmat depth assumed.

BOUNDARY DESCRIPTION SHOWN IS NOT FOR RECORDATION.

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By: _____ Date: _____

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NORTH CAROLINA ONE-CALL CENTER
www.ncocc.org

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WARNING:
OVERHEAD POWER IN VICINITY OF WORK AREA. CONTRACTOR SHALL USE CAUTION WHILE WORKING AROUND ENERGIZED POWER LINES.

Final Drawings
Review Purposes ONLY

NORTH CAROLINA PROFESSIONAL SEAL 26959 ENGINEER DAVID C. REVOIR 07/11/2025

CONSULTING ENGINEERS, P.A.
CIVIL, MUNICIPAL & STRUCTURAL ENGINEERS
BLN = C0562
2317 Professional Dr.
P.O. Box 7966
Rocky Mount, N.C. 27804
Phone: (252) 972-7703
www.appianengineers.com
admin@appianengineers.com

DUKE ENERGY® PROGRESS

APEX FRIENDSHIP ROAD 230KV SUBSTATION
4113 DEER PATH ROAD, HOLLY SPRINGS, N.C.
OVERALL GRADING PLAN

NO.	DATE	REVISION	BY	CK.	APP.

COUNTY: WAKE
SCALE: 1" = 100'
DRAWN: Kelly Williams
DATE: 07/11/25
SCALE RATIO 1:1
CHK. David Revoir
APP —
ACE J.N.: 24-010
DEP PROJ NO: E22040101
TASK —
DEP DWG NO: 84437
SHEET C1.30 OF 48

S:\Appian Projects - Shared Folders\24010-DEP Apex-Holly Springs\CAD\3-Eng <C1.30> 7/11/2025 - 9:11:39 AM Plotted by: Ekrem

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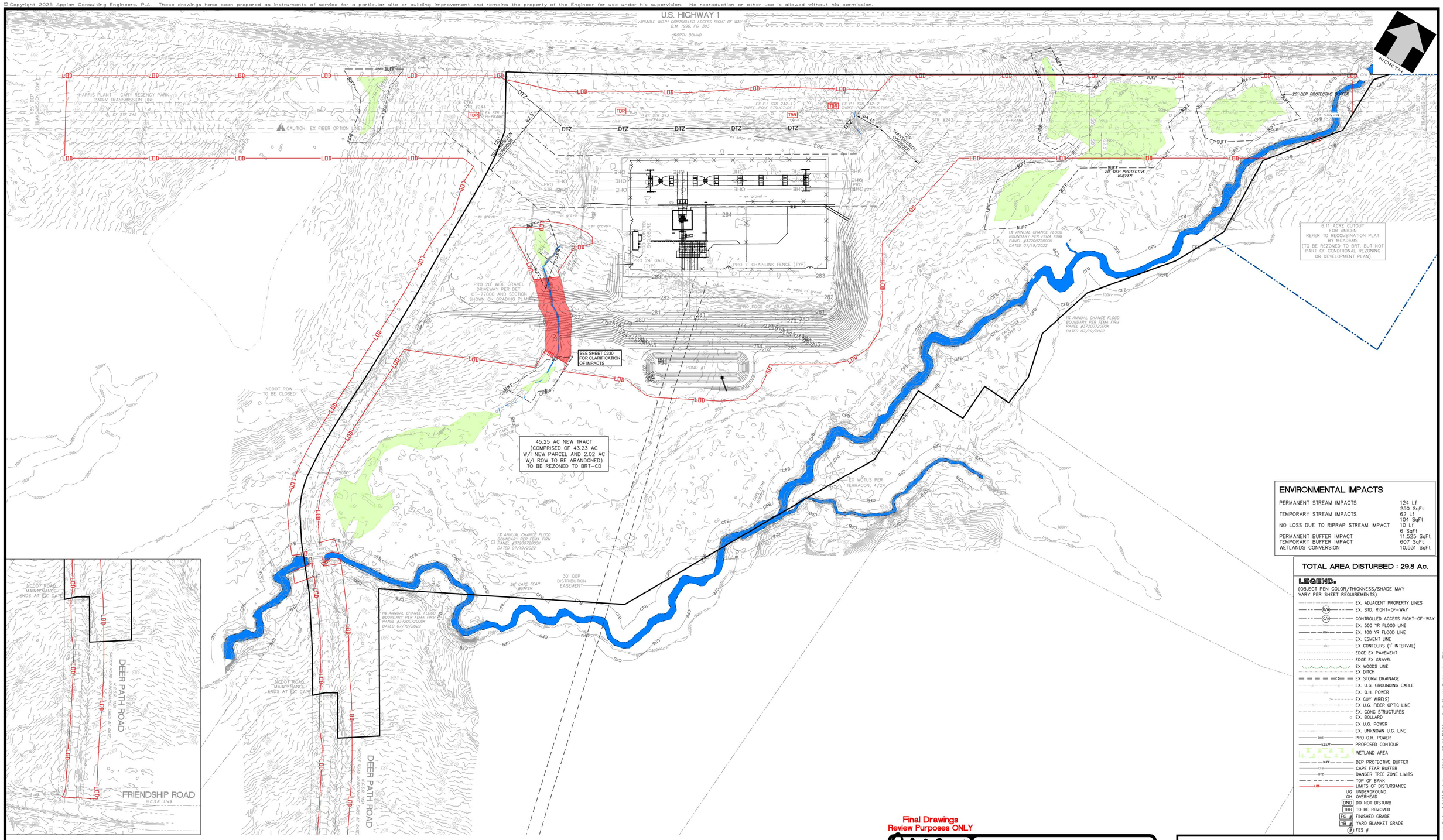

ENVIRONMENTAL IMPACTS

PERMANENT STREAM IMPACTS	124 Lf 250 SqFt
TEMPORARY STREAM IMPACTS	62 Lf 104 SqFt
NO LOSS DUE TO RIPRAP STREAM IMPACT	10 Lf 6 SqFt
PERMANENT BUFFER IMPACT	11,525 SqFt
TEMPORARY BUFFER IMPACT	607 SqFt
WETLANDS CONVERSION	10,531 SqFt

TOTAL AREA DISTURBED : 29.8 Ac.

LEGEND:
(OBJECT PEN COLOR/THICKNESS/SHADE MAY VARY PER SHEET REQUIREMENTS)

- EX. ADJACENT PROPERTY LINES
- EX. STD. RIGHT-OF-WAY
- CONTROLLED ACCESS RIGHT-OF-WAY
- EX. 500 YR FLOOD LINE
- EX. 100 YR FLOOD LINE
- EX. ESMENT LINE
- EX CONTOURS (1' INTERVAL)
- EDGE EX PAVEMENT
- EDGE EX GRAVEL
- EX WOODS LINE
- EX DITCH
- EX STORM DRAINAGE
- EX. U.G. GROUNDING CABLE
- EX. O.H. POWER
- EX GUY WIRE(S)
- EX U.G. FIBER OPTIC LINE
- EX. CONC STRUCTURES
- EX. BOLLARD
- EX U.G. POWER
- EX. UNKNOWN U.G. LINE
- PRO O.H. POWER
- PROPOSED CONTOUR
- WETLAND AREA
- DEP PROTECTIVE BUFFER
- CAPE FEAR BUFFER
- DANGER TREE ZONE LIMITS
- TOP OF BANK
- LIMITS OF DISTURBANCE
- UG UNDERGROUND
- OH OVERHEAD
- DND DO NOT DISTURB
- TBR TO BE REMOVED
- FG # FINISHED GRADE
- YB # YARD BLANKET GRADE
- # FES #

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SCALE: 1" = 100'
0 100 200 250 300 350 400

Final Drawings
Review Purposes ONLY

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 26959 DAVID C. REVOIR 07/11/2025

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Phone: (252) 972-7703
www.appianengineers.com
admin@appianengineers.com

DUKE ENERGY® PROGRESS

APEX FRIENDSHIP ROAD 230KV SUBSTATION
4113 DEER PATH ROAD, HOLLY SPRINGS, N.C.
OVERALL ENVIRONMENTAL IMPACTS

NO.	DATE	REVISION	BY	CK.	APP.

COUNTY: WAKE
SCALE: 1" = 100'
DRAWN: Kelly Williams
DATE: 07/11/25
SCALE RATIO 1:1
CHK. David Revoir
APP —
ACE J.N.: 24-010
DEP PROJ NO: E22040101
TASK —
DEP DWG NO: 84437
SHEET C140 OF 48

S:\Appian Projects - Shared Folder\24010-DEP Apex-Hollysprings\Civil\1-Engr\<140> 07/11/2025 - 9:42:31 AM Plotted By: Dkrenz

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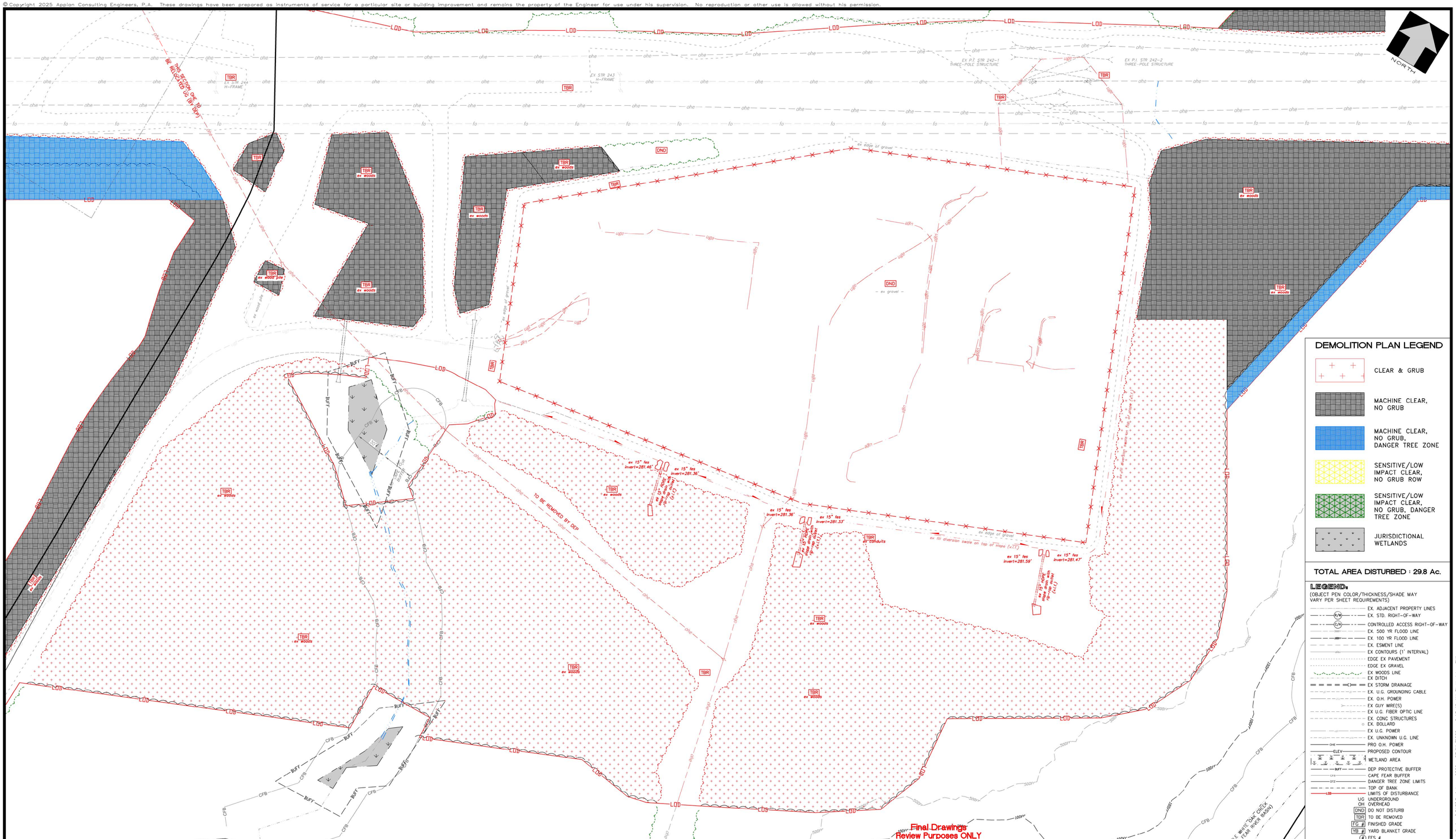

DEMOLITION PLAN LEGEND

- CLEAR & GRUB
- MACHINE CLEAR, NO GRUB
- MACHINE CLEAR, NO GRUB, DANGER TREE ZONE
- SENSITIVE/LOW IMPACT CLEAR, NO GRUB ROW
- SENSITIVE/LOW IMPACT CLEAR, NO GRUB, DANGER TREE ZONE
- JURISDICTIONAL WETLANDS

TOTAL AREA DISTURBED : 29.8 Ac.

LEGEND:

(OBJECT PEN COLOR/THICKNESS/SHADE MAY VARY PER SHEET REQUIREMENTS)

- EX. ADJACENT PROPERTY LINES
- EX. STD. RIGHT-OF-WAY (R/W)
- CONTROLLED ACCESS RIGHT-OF-WAY (C/A)
- EX. 500 YR FLOOD LINE
- EX. 100 YR FLOOD LINE
- EX. ESMENT LINE
- EX CONTOURS (1' INTERVAL)
- EDGE EX PAVEMENT
- EDGE EX GRAVEL
- EX WOODS LINE
- EX DITCH
- EX STORM DRAINAGE
- EX. U.G. GROUNDING CABLE
- EX. O.H. POWER
- EX GUY WIRE(S)
- EX U.G. FIBER OPTIC LINE
- EX. CONC STRUCTURES
- EX. BOLLARD
- EX U.G. POWER
- EX. UNKNOWN U.G. LINE
- PRO O.H. POWER
- PROPOSED CONTOUR
- WETLAND AREA
- DEP PROTECTIVE BUFFER
- CAPE FEAR BUFFER
- DANGER TREE ZONE LIMITS
- TOP OF BANK
- LIMITS OF DISTURBANCE
- UG UNDERGROUND
- OH OVERHEAD
- DND DO NOT DISTURB
- TBR TO BE REMOVED
- FG # FINISHED GRADE
- YB # YARD BLANKET GRADE
- # FES #

SCALE: 1" = 40'
0 40 80 100 120 140 160

Final Drawings
Review Purposes ONLY

SEAL 26959 ENGINEER DAVID C. REVOIR 07/11/2025

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NO.	DATE	REVISION	BY	CK.	APP.

DUKE ENERGY. PROGRESS

APEX FRIENDSHIP ROAD 230KV SUBSTATION
4113 DEER PATH ROAD, HOLLY SPRINGS, N.C.
SUBSTATION DEMOLITION PLAN

COUNTY: WAKE	SCALE RATIO 1:1	DEP PROJ NO:	E22040101
SCALE: 1" = 40'	CHK. David Revoir	TASK	–
DRAWN: Kelly Williams	APP –	DEP DWG NO:	84437
DATE: 07/11/25	ACE J.N.: 24-010	SHEET	C200 OF 48

S:\Appian Projects - Shared Folder\24010-DEP Apex-Holly Springs\CAD\3-Dwg\C200_07/11/2025 - 9:13:40 AM Plotted by: Elmes

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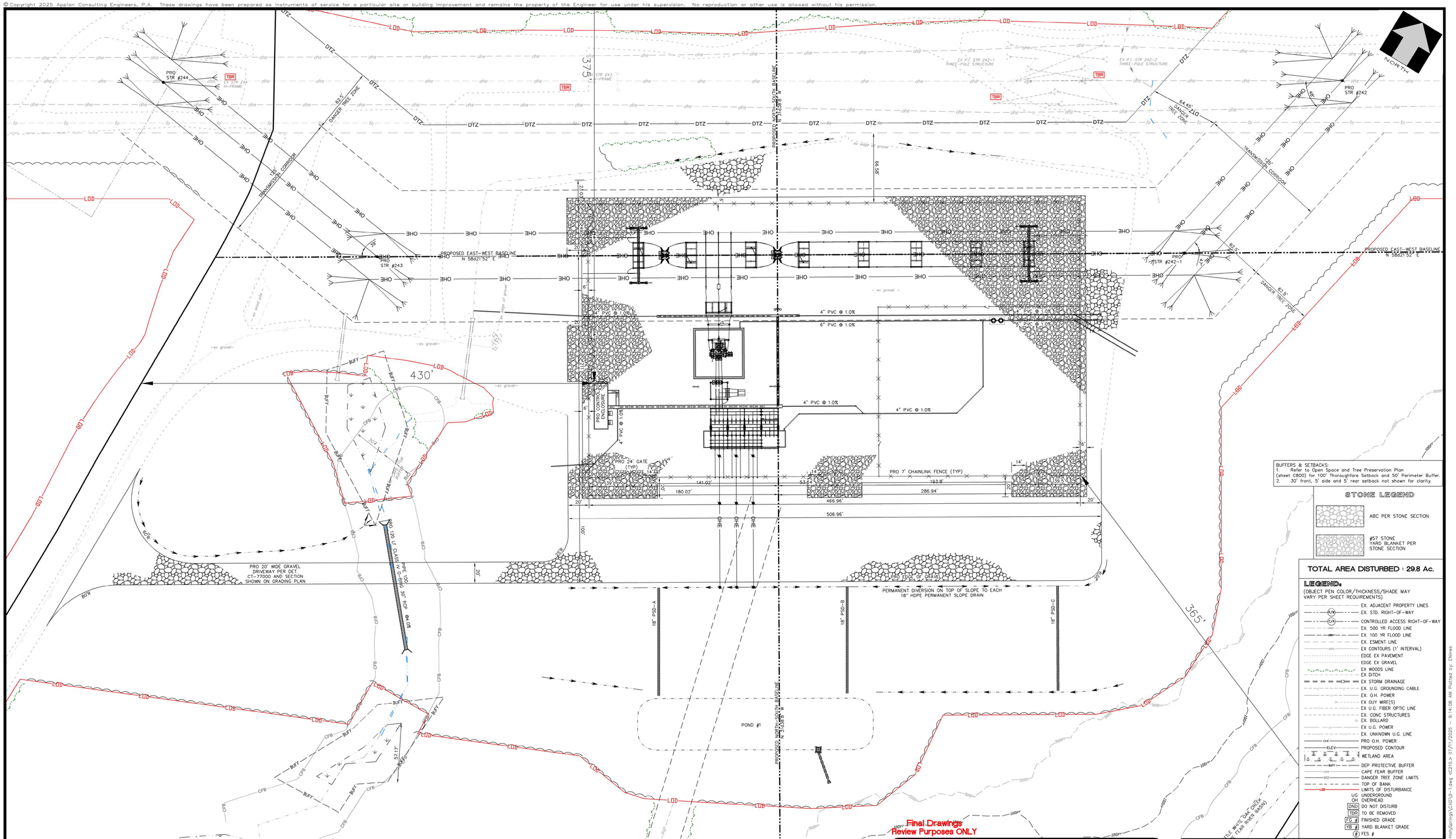

BUFFERS & SETBACKS:
1. Refer to Open Space and Tree Preservation Plan (sheet C800) for 100' Thoroughfare Setback and 50' Perimeter Buffer.
2. 30' front, 5' side and 5' rear setback not shown for clarity.

STONE LEGEND

- ABC PER STONE SECTION
- #57 STONE YARD BLANKET PER STONE SECTION

TOTAL AREA DISTURBED : 29.8 Ac.

LEGEND:
(OBJECT PEN COLOR/THICKNESS/SHADE MAY VARY PER SHEET REQUIREMENTS)

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- EX. U.G. GROUNDING CABLE
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- EX GUY WIRE(S)
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- PRO O.H. POWER
- PROPOSED CONTOUR
- WETLAND AREA
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- CAPE FEAR BUFFER
- DANGER TREE ZONE LIMITS
- TOP OF BANK
- LIMITS OF DISTURBANCE
- UG UNDERGROUND
- OH OVERHEAD
- DND DO NOT DISTURB
- TBR TO BE REMOVED
- FG # FINISHED GRADE
- YB # YARD BLANKET GRADE
- # FES #

SCALE: 1" = 40'
0 40 80 100 120 140 160

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DUKE ENERGY. PROGRESS

APEX FRIENDSHIP ROAD 230KV SUBSTATION
4113 DEER PATH ROAD, HOLLY SPRINGS, N.C.
SUBSTATION SITE PLAN

NO.	DATE	REVISION	BY	CK.	APP.

COUNTY: WAKE
SCALE: 1" = 40'
DRAWN: Kelly Williams
DATE: 07/11/25
SCALE RATIO 1:1
CHK. David Revoir
APP —
ACE J.N.: 24-010
DEP PROJ NO: E22040101
TASK —
DEP DWG NO: 84437
SHEET C210 OF 48

S:\Active Projects - Shared Folder\24010-DEP Apex-HollySprings\CAD\3-Dwg\C210-SITE PLAN.dwg, 7/11/2025 - 9:14:08 AM, Plotted by: EMiles

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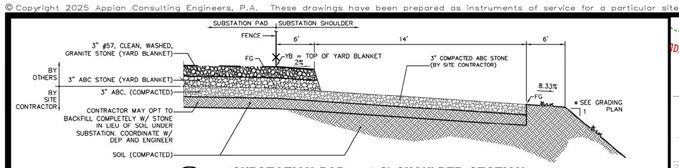
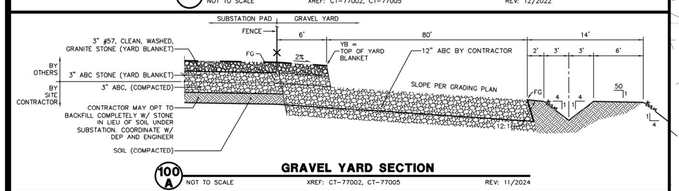


SUBSTATION PAD and 6' SHOULDER SECTION

100 NOT TO SCALE XREF: CT-77002, CT-77005 REV: 12/2022



GRAVEL YARD SECTION

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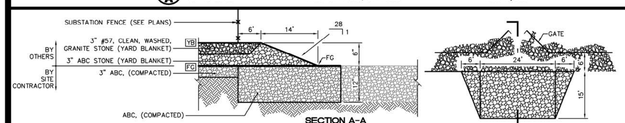
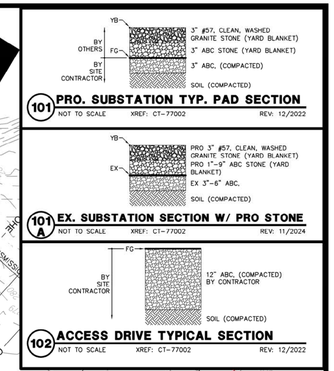


FG ELEVATIONS INSIDE SUBSTATION FENCE ARE TOP OF THE 3" ABC STONE, PLACED BY THE SITE CONTRACTOR.

SUBSTATION GATE ENTRANCE

103 NOT TO SCALE XREF: CT-77001 REV: 12/2022



PROPOSED DRIVEWAY A — A

NOT TO SCALE (PRIVATE) SEE CT-7700 REV. 11/2024

SEE SHEET ??? FOR PROPOSED WET DETENTION POND CROSS SECTION

SCALE: 1" = 40'
0 40 80 100 120 140 160

STONE LEGEND

- ABC PER STONE SECTION
- #57 STONE YARD BLANKET PER STONE SECTION

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- EX CONTOURS (1' INTERVAL)
- EDGE EX PAVEMENT
- EDGE EX GRAVEL
- EX WOODS LINE
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Review Purposes ONLY

SEAL 26959 ENGINEER DAVID C. REVOIR 07/11/2025

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2317 Professional Dr.
P.O. Box 7966
Rocky Mount, N.C. 27804
Phone: (252) 972-7703
www.appianengineers.com
admin@appianengineers.com

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APEX FRIENDSHIP ROAD 230KV SUBSTATION
4113 DEER PATH ROAD, HOLLY SPRINGS, N.C.
SUBSTATION GRADING PLAN

NO.	DATE	REVISION	BY	CK.	APP.

COUNTY: WAKE	SCALE RATIO 1:1	DEP PROJ NO:	E22040101
SCALE: 1" = 40'	CHK. David Revoir	TASK	–
DRAWN: Kelly Williams	APP –	DEP DWG NO:	84437
DATE: 07/11/25	ACE J.N.: 24-010	SHEET	C220 OF 48

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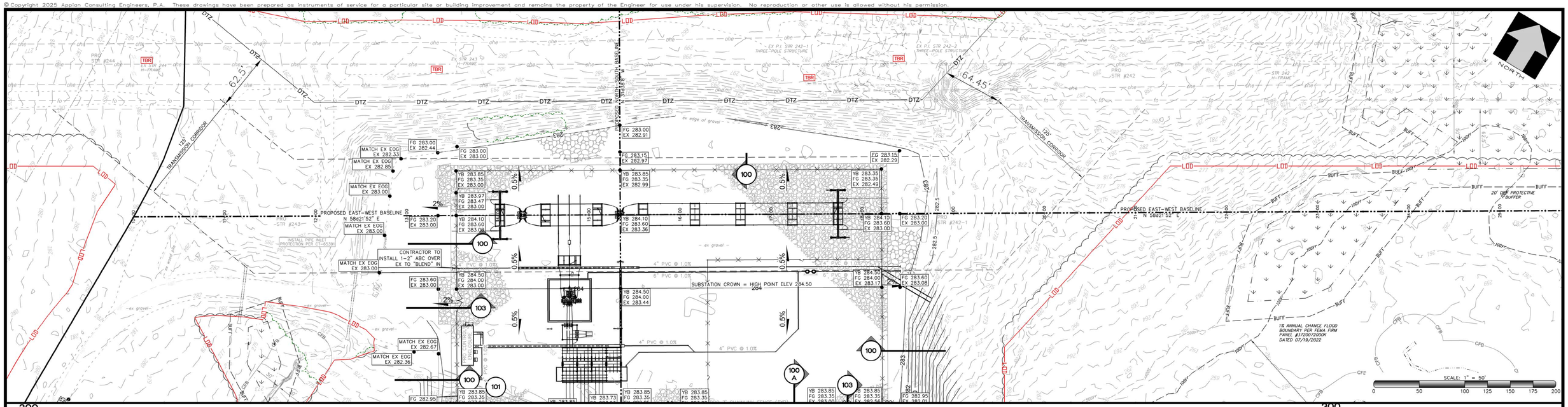

E-W BASELINE PROFILE 1" = 50' HOR
1" = 5' VER

LEGEND

EX GRADE
PRO GRADE

TOTAL AREA DISTURBED : 29.8 Ac.

LEGEND:
(OBJECT PEN COLOR/THICKNESS/SHADE MAY VARY PER SHEET REQUIREMENTS)

- EX. ADJACENT PROPERTY LINES
- EX. STD. RIGHT-OF-WAY
- CONTROLLED ACCESS RIGHT-OF-WAY
- EX. 500 YR FLOOD LINE
- EX. 100 YR FLOOD LINE
- EX. ESMENT LINE
- EX CONTOURS (1' INTERVAL)
- EDGE EX PAVEMENT
- EDGE EX GRAVEL
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- LIMITS OF DISTURBANCE
- UG UNDERGROUND
- OH OVERHEAD
- DND DO NOT DISTURB
- TBR TO BE REMOVED
- FG # FINISHED GRADE
- YB # YARD BLANKET GRADE
- # FES #

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By: Date:

BEFORE YOU DIG, CALL 811
NORTH CAROLINA ONE-CALL CENTER
www.ncocc.org

CAUTION:
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WARNING:
OVERHEAD POWER IN VICINITY OF WORK AREA. CONTRACTOR SHALL USE CAUTION WHILE WORKING AROUND ENERGIZED POWER LINES.

Final Drawings
Review Purposes ONLY

SEAL 26959 — DAVID C. REVOIR — ENGINEER — 07/11/2025

CONSULTING ENGINEERS, P.A.
CIVIL, MUNICIPAL & STRUCTURAL ENGINEERS
BLN = C0562
2317 Professional Dr.
P.O. Box 7966
Rocky Mount, N.C. 27804
Phone: (252) 972-7703
www.appianengineers.com
admin@appianengineers.com

DUKE ENERGY. PROGRESS

APEX FRIENDSHIP ROAD 230KV SUBSTATION
4113 DEER PATH ROAD, HOLLY SPRINGS, N.C.
PLAN AND PROFILE EAST WEST BASELINE

NO.	DATE	REVISION	BY	CK.	APP.

COUNTY: WAKE	SCALE RATIO 1:1	DEP PROJ NO:	E22040101
SCALE: 1" = 50'	CHK. David Revoir	TASK	–
DRAWN: Kelly Williams	APP –	DEP DWG NO:	84437
DATE: 07/11/25	ACE J.N.: 24-010	SHEET C.300 OF	48

S:\Appian Projects - Shared Folder\24010-DEP Apex-HollySprings (240)\3-Eng <C300> 07/11/2025 - 9:15:52 AM Plotted by: Ekrenz

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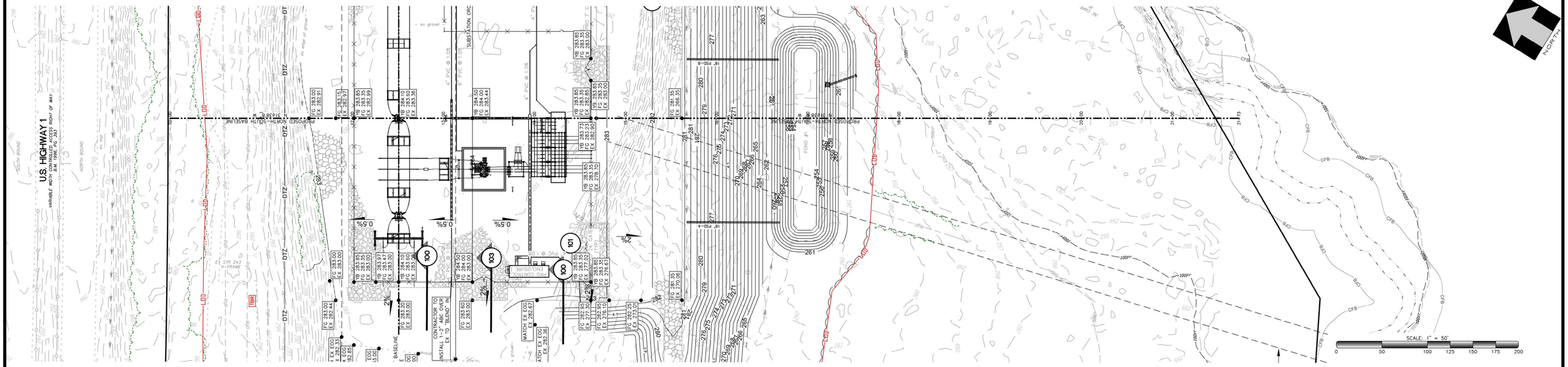

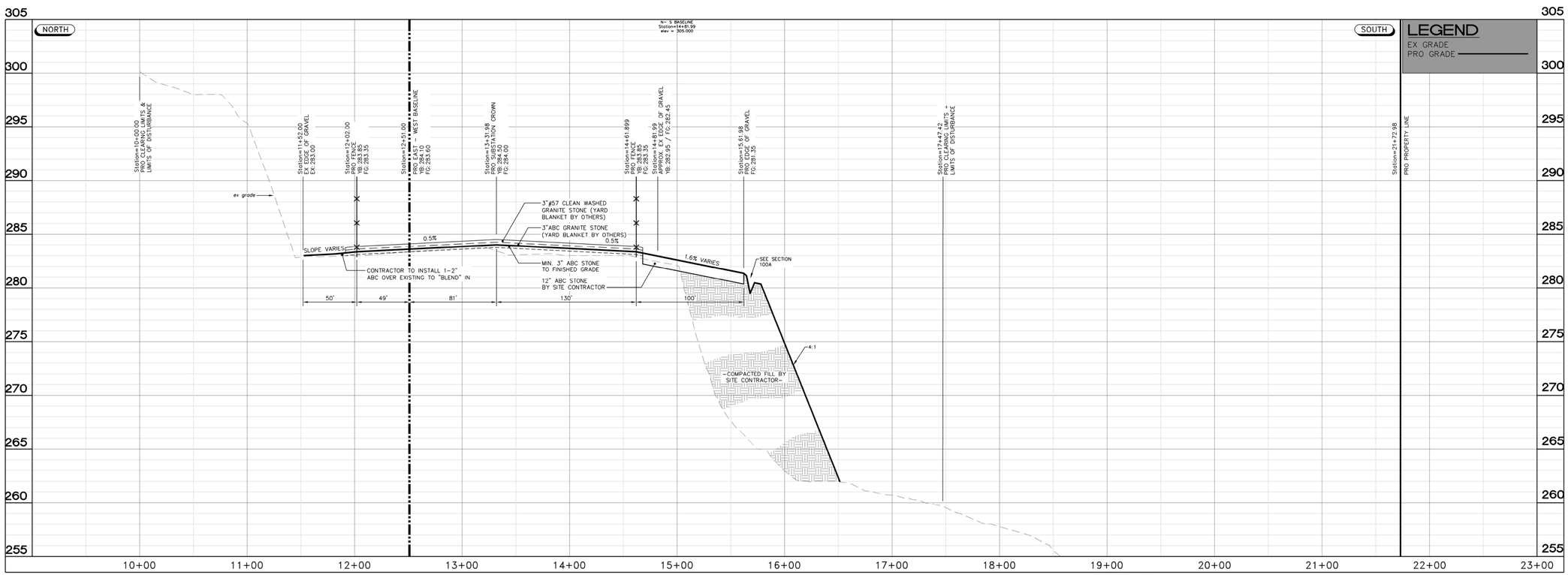

N- S BASELINE PROFILE 1" = 50' HOR
1" = 5' VER

LEGEND

EX GRADE
PRO GRADE

TOTAL AREA DISTURBED : 29.8 Ac.

LEGEND:
(OBJECT PEN COLOR/THICKNESS/SHADE MAY VARY PER SHEET REQUIREMENTS)

- EX. ADJACENT PROPERTY LINES
- R/W — EX. STD. RIGHT-OF-WAY
- C/A — CONTROLLED ACCESS RIGHT-OF-WAY
- EX. 500 YR FLOOD LINE
- 100Y — EX. 100 YR FLOOD LINE
- EX. ESMENT LINE
- 100Y — EX CONTOURS (1' INTERVAL)
- EDGE EX PAVEMENT
- EDGE EX GRAVEL
- EX WOODS LINE
- EX DITCH
- EX STORM DRAINAGE
- EX. U.G. GROUNDING CABLE
- EX. O.H. POWER
- EX GUY WIRE(S)
- EX U.G. FIBER OPTIC LINE
- EX. CONC STRUCTURES
- EX. BOLLARD
- EX U.G. POWER
- EX. UNKNOWN U.G. LINE
- OHE — PRO O.H. POWER
- 100Y — PROPOSED CONTOUR
- WETLAND AREA
- BUFF — DEP PROTECTIVE BUFFER
- CFB — CAPE FEAR BUFFER
- DTZ — DANGER TREE ZONE LIMITS
- TOP OF BANK
- LOD — LIMITS OF DISTURBANCE
- UG UNDERGROUND
- OH OVERHEAD
- DND — DO NOT DISTURB
- TDR — TO BE REMOVED
- FG # — FINISHED GRADE
- YB # — YARD BLANKET GRADE
- # — FES #

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SCALE: 1" = 50'
0 50 100 125 150 175 200

Final Drawings
Review Purposes ONLY

SEAL 26959
DAVID C. REVOIR
ENGINEER
07/11/2025

CONSULTING ENGINEERS, P.A.
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Rocky Mount, N.C. 27804
Phone: (252) 972-7703
www.appianengineers.com
admin@appianengineers.com

NO.	DATE	REVISION	BY	CK.	APP.

DUKE ENERGY. PROGRESS

APEX FRIENDSHIP ROAD 230KV SUBSTATION
4113 DEER PATH ROAD, HOLLY SPRINGS, N.C.
PLAN AND PROFILE NORTH SOUTH BASELINE

COUNTY: WAKE	SCALE RATIO 1:1	DEP PROJ NO:	E22040101
SCALE: 1" = 50'	CHK. David Revoir	TASK	–
DRAWN: Kelly Williams	APP –	DEP DWG NO:	84437
DATE: 07/11/25	ACE J.N.: 24-010	SHEET	C310 OF 48

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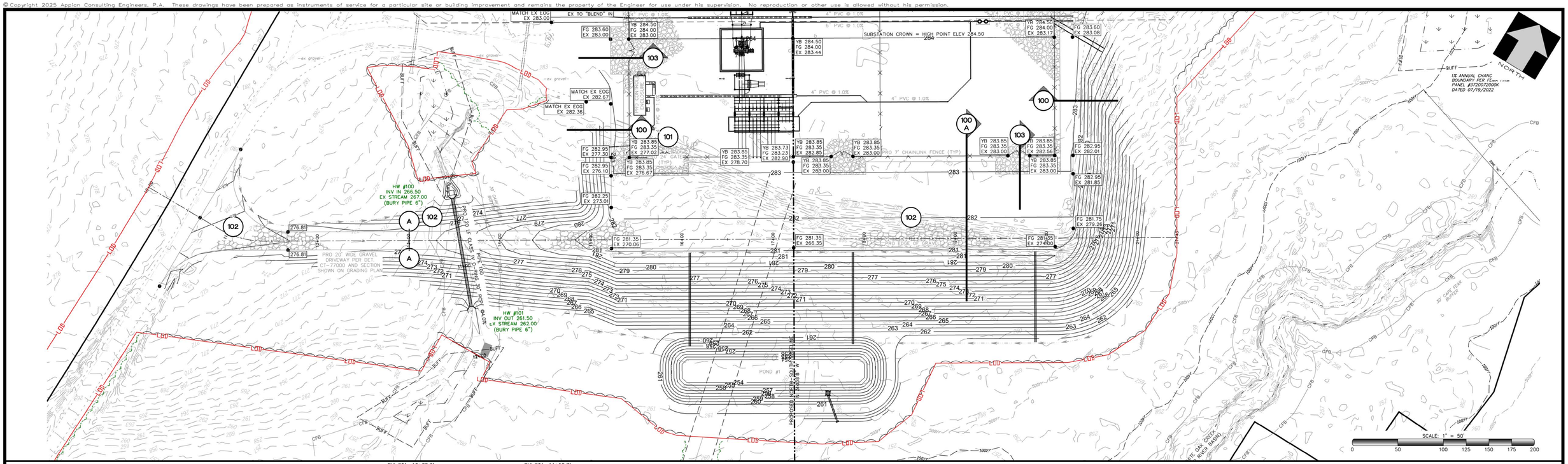

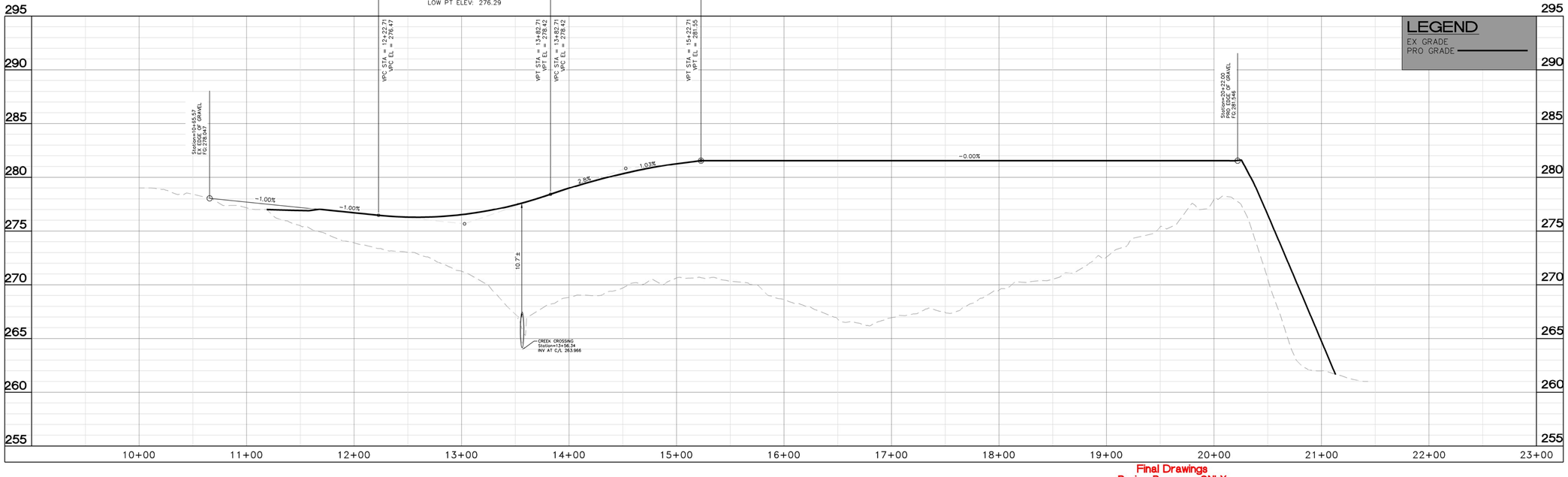

TOTAL AREA DISTURBED : 29.8 Ac.

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- EX. 100 YR FLOOD LINE
- EX. ESMENT LINE
- EX CONTOURS (1' INTERVAL)
- EDGE EX PAVEMENT
- EDGE EX GRAVEL
- EX WOODS LINE
- EX DITCH
- EX STORM DRAINAGE
- EX. U.G. GROUNDING CABLE
- EX. O.H. POWER
- EX GUY WIRE(S)
- EX U.G. FIBER OPTIC LINE
- EX. CONC STRUCTURES
- EX. BOLLARD
- EX U.G. POWER
- EX. UNKNOWN U.G. LINE
- PRO O.H. POWER
- PROPOSED CONTOUR
- WETLAND AREA
- DEP PROTECTIVE BUFFER
- CAPE FEAR BUFFER
- DANGER TREE ZONE LIMITS
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Final Drawings
Review Purposes ONLY

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 26959 DAVID C. REVOIR 07/11/2025

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Rocky Mount, N.C. 27804
Phone: (252) 972-7703
www.appianengineers.com
admin@appianengineers.com

NO.	DATE	REVISION	BY	CK.	APP.

DUKE ENERGY® PROGRESS

APEX FRIENDSHIP ROAD 230KV SUBSTATION
4113 DEER PATH ROAD, HOLLY SPRINGS, N.C.
PLAN AND PROFILE ENTRANCE DRIVE

COUNTY: WAKE	SCALE RATIO 1:1	DEP PROJ NO:	E22040101
SCALE: 1" = 50'	CHK. David Revoir	TASK	–
DRAWN: Kelly Williams	APP –	DEP DWG NO:	84437
DATE: 07/11/25	ACE J.N.: 24-010	SHEET	C320 OF 48

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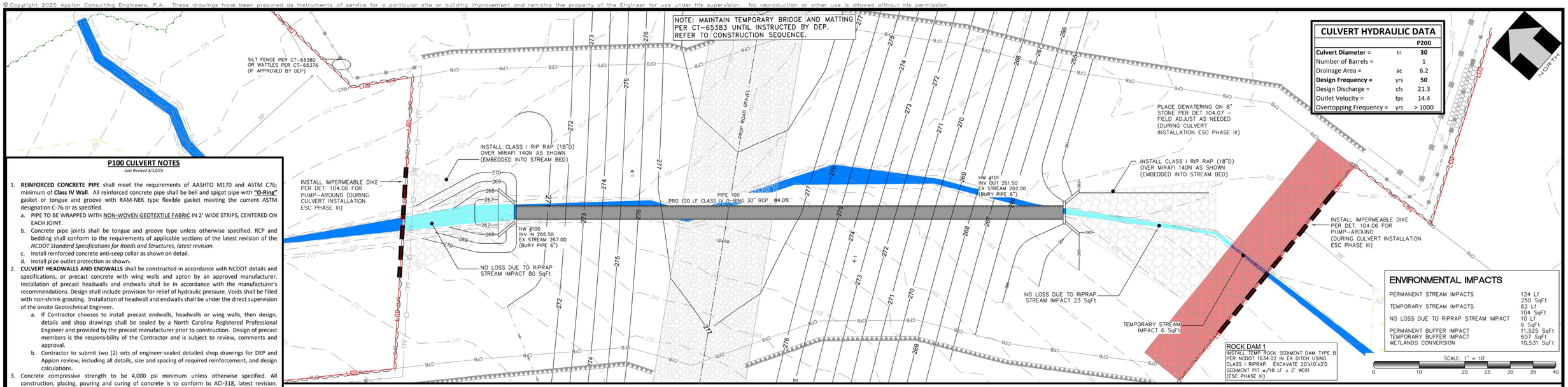


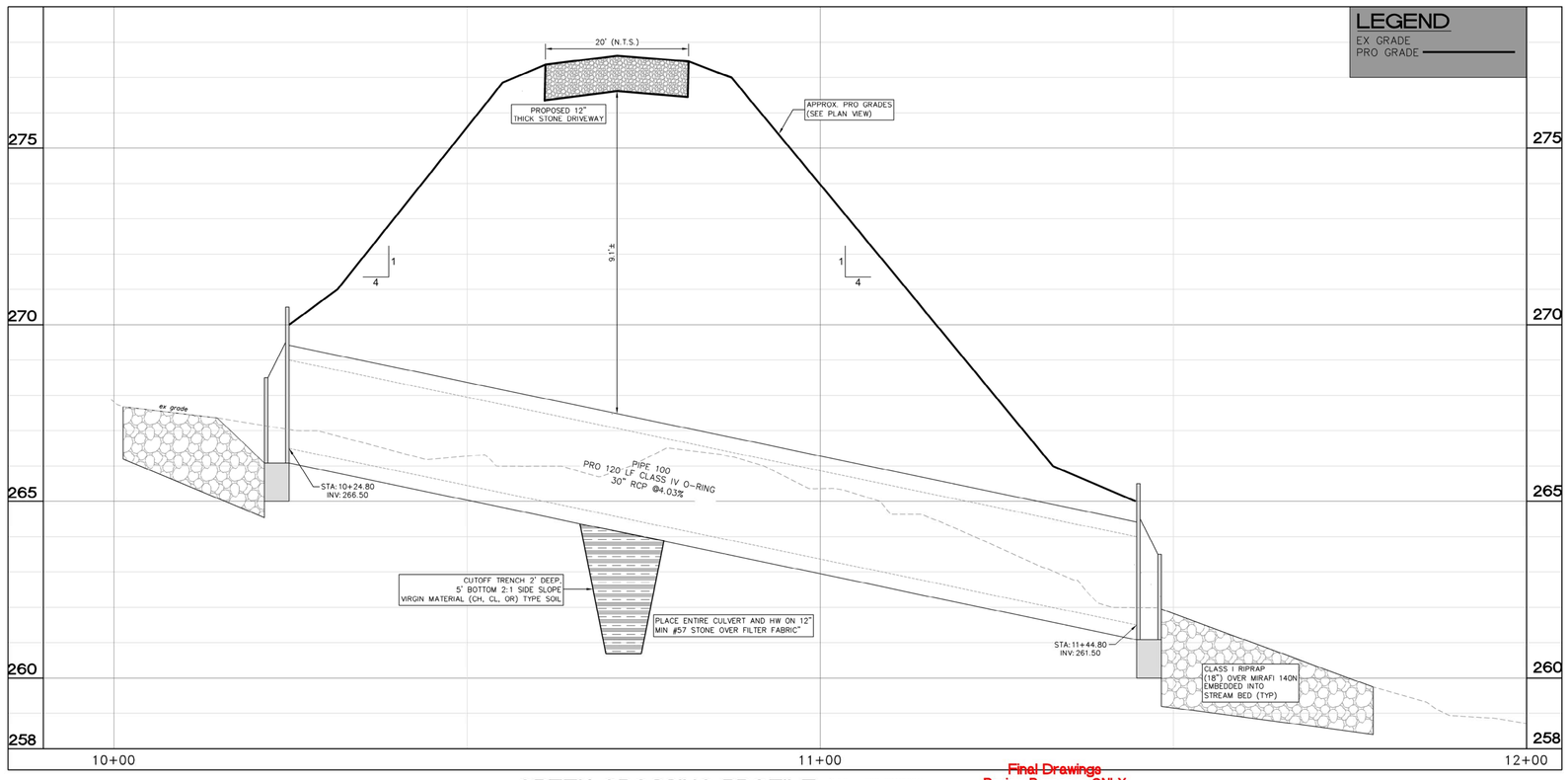
CULVERT HYDRAULIC DATA		P200
Culvert Diameter =	in	**30**
Number of Barrels =		1
Drainage Area =	ac	6.2
Design Frequency =	yrs	**50**
Design Discharge =	cfs	21.3
Outlet Velocity =	fps	14.4
Overtopping Frequency =	yrs	> 1000

ENVIRONMENTAL IMPACTS	
PERMANENT STREAM IMPACTS	124 Lf 250 SqFt
TEMPORARY STREAM IMPACTS	62 Lf 104 SqFt
NO LOSS DUE TO RIPRAP STREAM IMPACT	10 Lf 6 SqFt
PERMANENT BUFFER IMPACT	11,525 SqFt
TEMPORARY BUFFER IMPACT	607 SqFt
WETLANDS CONVERSION	10,531 SqFt

P100 CULVERT NOTES

Last Revised 3/22/25

1. **REINFORCED CONCRETE PIPE** shall meet the requirements of AASHTO M170 and ASTM C76; minimum of **Class IV Wall**. All reinforced concrete pipe shall be bell and spigot pipe with **"O-Ring"** gasket or tongue and groove with RAM-NEK type flexible gasket meeting the current ASTM designation C-76 or as specified.
   a. PIPE TO BE WRAPPED WITH NON-WOVEN GEOTEXTILE FABRIC IN 2' WIDE STRIPS, CENTERED ON EACH JOINT.
   b. Concrete pipe joints shall be tongue and groove type unless otherwise specified. RCP and bedding shall conform to the requirements of applicable sections of the latest revision of the *NCDOT Standard Specifications for Roads and Structures, latest revision.*
   c. Install reinforced concrete anti-seep collar as shown on detail.
   d. Install pipe outlet protection as shown.
2. **CULVERT HEADWALLS AND ENDWALLS** shall be constructed in accordance with NCDOT details and specifications, or precast concrete with wing walls and apron by an approved manufacturer. Installation of precast headwalls and endwalls shall be in accordance with the manufacturer's recommendations. Design shall include provision for relief of hydraulic pressure. Voids shall be filled with non-shrink grouting. Installation of headwall and endwalls shall be under the direct supervision of the onsite Geotechnical Engineer.
   a. If Contractor chooses to install precast endwalls, headwalls or wing walls, then design, details and shop drawings shall be sealed by a North Carolina Registered Professional Engineer and provided by the precast manufacturer prior to construction. Design of precast members is the responsibility of the Contractor and is subject to review, comments and approval.
   b. Contractor to submit two (2) sets of engineer-sealed detailed shop drawings for DEP and Appian review; including all details, size and spacing of required reinforcement, and design calculations.
3. Concrete compressive strength to be 4,000 psi minimum unless otherwise specified. All construction, placing, pouring and curing of concrete is to conform to ACI-318, latest revision. Waterproof all openings with waterproof mastic, etc.
4. Grades, elevation and location shown may be adjusted to accommodate unexpected field conditions, as directed by the Engineer.
5. Pipe installation: refer to NCDOT 300.01 and direction from onsite Geotechnical Engineer. Contractor to coordinate closely with Geotechnical Engineer during construction and obtain approval from geotech after placement of bedding prior to installation of culverts.
6. **FOUNDATION EXCAVATION:**
   a. Under the direct supervision of the onsite geotechnical engineer, Contractor to perform foundation excavation and related work in such sequence that no portion of the culvert will be endangered by subsequent operations. Remove and dispose of boulders, vegetative matter and any other objectionable material. Excavate to a depth as directed below the bottom of the barrel or wing footing and replace the excavated material with foundation conditioning material.
   b. When the foundation material beneath a portion of the barrel or wing footing is rock or incompressible material and softer material is beneath the remainder of the barrel or wing footing, excavate the rock material within the neat lines of the barrel or footing to a depth of 12" below the bottom of the barrel and footings and backfill with foundation conditioning material.
   c. Excavate 12" below proposed culvert and backfill with 12" of #57 stone as shown.
   d. Prior to installation of the culvert, the onsite GEOTECHNICAL ENGINEER shall inspect the excavation area to assess whether suitable soils exist at the subgrade level. If the geotechnical engineer deems the foundation soils as unsuitable, the unsuitable material should be removed and replaced with properly compacted backfill material as directed by the onsite geotechnical engineer.
7. After approval is granted by DEP or their representative, Contractor may install concrete endwalls/headwalls and RCPs under the direct supervision of the onsite Geotechnical Engineer as shown on Creek Crossing Detail Sheets. Precast units (if used) shall be carefully placed on the prepared foundation, female end upgrade with male end fully inserted and each joint checked for alignment. Satisfactory fitting and proper grade shall be maintained during installation.
8. **BACKFILL:**
   a. During backfill and compaction, care shall be taken to maintain culvert alignment and prevent damage to the joints. Units that become misaligned, show excessive settlement or have otherwise been damaged by the Contractor's operation shall, at the discretion of the Engineer, be removed and replaced by the Contractor at no cost to DEP.
   b. A minimum of 24" from the outside of the culverts shall be provided for suitable backfill as determined by the onsite Geotechnical Engineer. Backfill shall be placed immediately placement of culverts, with fill placed in maximum 6" lifts. Compaction requirements shall be met through mechanical tamps (only). Each and every layer of backfill shall be placed and thoroughly compacted in place per specs.
   c. Under no circumstances shall water be permitted into un-backfilled trenches after culvert has been placed.
9. **EXCAVATION/ EARTHWORK:**
   a. For proposed embankment, import suitable OFFSITE material and unless onsite material is deemed suitable by onsite Geotechnical Engineer and approved by DEP. Contractor to ensure that Geotechnical Engineer approves offsite material as suitable backfill prior to placement.
   b. Suitable excavated material shall be used in forming the embankments. The material to be used in embankments shall be free of frozen or organic materials such as leaves, roots, grass, weeds, and all other material not consistent with construction of a stable, homogeneous fill.
   c. Unless otherwise provided, embankments shall be constructed in successive layers no more than 8 inches thick, loose measurement. Where embankments are built by dumping from draglines, trucks, or other similar equipment, a bulldozer must be operated constantly to spread the material. These layers must be full width of embankment, each thoroughly compacted, built to the true slope, and not widened with loose material from the top.
   d. Wet or impervious materials will not be permitted for forming embankments about, against, or over structures. The materials shall be deposited in layers of not more than six (6) inches in thickness, carefully tamped, and sloped away from the structure. Fill over culverts shall be deposited uniformly on both sides. Large stones shall not be placed within two (2) feet of any culvert or structure.
   e. All excavation is unclassified and shall include all materials encountered.
   f. The final grade shall be compacted and finished to a true, level or sloped surface as called for by the drawings, and must leave no depression or irregularity which will hold water or prevent proper drainage. Changes in grade shall be accomplished by smooth parabolic curves.
10. For the slopes steeper than 3:1 at creek crossings and along the driveway, Contractor shall install **permanent rip rap** slope protection per NCDOT 1802.01 **immediately after each lift of fill is installed** (and NOT upon completion of fill placement). Similarly, Contractor to install permanent **ditch rock liner** at the toe of slopes when practical (and NOT upon completion of fill placement). Coordinate with DEP and onsite Geotechnical Engineer.
11. Install riprap inlet and **outlet protection** per NCDOT 876.02 as shown.
12. Refer to Erosion Control Plan and Construction Sequence.



CREEK CROSSING PROFILE

N.T.S. – FOR GRAPHICAL PURPOSES ONLY

LEGEND
EX GRADE
PRO GRADE

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- EX. UNKNOWN U.G. LINE
- PRO O.H. POWER
- PROPOSED CONTOUR
- WETLAND AREA
- DEP PROTECTIVE BUFFER
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- UG UNDERGROUND
- OH OVERHEAD
- DND DO NOT DISTURB
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SEAL 26959 — DAVID C. REVOIR — ENGINEER — 07/11/2025

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NO.	DATE	REVISION	BY	CK.	APP.

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APEX FRIENDSHIP ROAD 230KV SUBSTATION
4113 DEER PATH ROAD, HOLLY SPRINGS, N.C.
PLAN AND PROFILE CREEK CROSSING P100

COUNTY: WAKE	SCALE RATIO 1:1	DEP PROJ NO:	E22040101
SCALE: 1" = 10'	CHK. David Revoir	TASK	–
DRAWN: Kelly Williams	APP –	DEP DWG NO:	84437
DATE: 07/11/25	ACE J.N.: 24-010	SHEET C330 OF	48

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OPEN SPACE SUMMARY

TOTAL TRACT AREA	45.25 AC.
ZONING	BRT-CD
TOTAL MINIMUM OPEN SPACE REQUIRED	1.32 AC (3%)
TOTAL OPEN SPACE PROVIDED	8.93 AC (19.7%)
TREE PRESERVATION AREAS	
SPECIMEN TREES	0.00 AC.*
SIGNIFICANT TREE STANDS	2.04 AC.
NATURAL RESOURCE AREAS	4.24 AC.
PERIMETER BUFFERS	2.65 AC.

* NO SPECIMEN TREES HAVE BEEN IDENTIFIED
** THE CAPE FEAR RIPARIAN BUFFER OVERLAPS OTHER OPEN SPACE AREAS BUT ONLY THE NON-OVERLAPPING AREA IS INCLUDED IN TOTAL
*** THOROUGHFARE CONSERVATION BUFFER IS IN A CLEARED TRANSMISSION LINE EASEMENT AND NOT INCLUDED IN TOTAL

LEGEND

SYMBOL	DESCRIPTION	AREA	% OF TRACT
	SIGNIFICANT TREE STANDS	2.04 AC.	4.5%
	NATURAL RESOURCE AREA - RIPARIAN BUFFER**	2.07 AC.	4.6%
	NATURAL RESOURCE AREA - WETLANDS	2.17 AC.	4.8%
	PERIMETER BUFFERS - UNDISTURBED	2.65 AC.	5.8%
	100' THOROUGHFARE CONSERVATION BUFFER***	4.72 AC.	10.4%

NOTE:
EXISTING VEGETATION IN US 1 R.O.W. WILL REMAIN TO SATISFY THOROUGHFARE CONSERVATION BUFFER REQUIREMENTS.

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0 100 200 250 300 350 400

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NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 035525 GRAHAM H. SMITH

~~Final Drawings~~
~~Review Purposes ONLY~~

PRELIMINARY DWG'S
NOT FOR CONSTRUCTION

SITE COLLABORATIVE
LANDSCAPE ARCHITECTURE
1620 Hillsborough Street, Suite 100
Raleigh, NC 27605 | 919.805.3586

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NO.	DATE	REVISION	BY	CK.	APP.
1	6/5/25	PER TOWN OF HOLLY SPRINGS REVIEW COMMENTS	RT	GS	

DUKE ENERGY. PROGRESS

APEX FRIENDSHIP ROAD 230kV - CONSTRUCT SUBSTATION
4113 DEER PATH ROAD, APEX, NC
OPEN SPACE PLAN

COUNTY: WAKE	SCALE RATIO 1:1	DEP PROJ NO:	E22040101
SCALE: 1" = 100'	CHK. GS	TASK	–
DRAWN: RT	APP –	DEP DWG NO:	–
DATE: 04/16/25	ACE J.N.: 24-010	SHEET	C800 OF –

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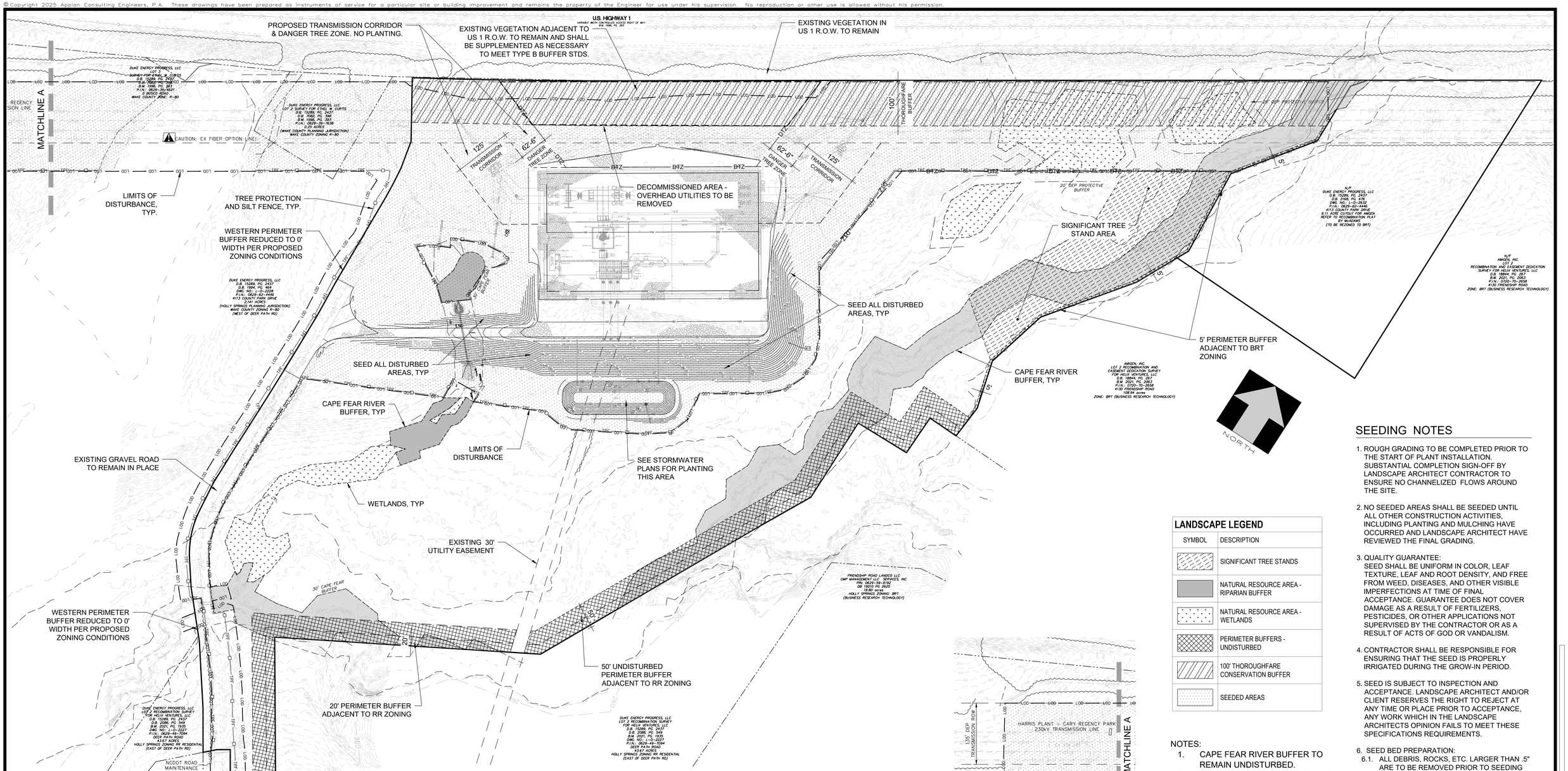
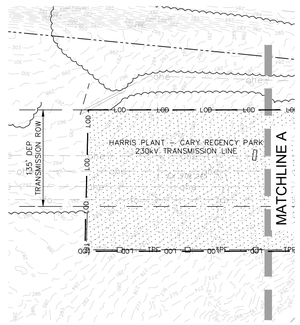


SEEDING NOTES

1. ROUGH GRADING TO BE COMPLETED PRIOR TO THE START OF PLANT INSTALLATION. SUBSTANTIAL COMPLETION SIGN-OFF BY LANDSCAPE ARCHITECT CONTRACTOR TO ENSURE NO CHANNELIZED FLOWS AROUND THE SITE.
2. NO SEEDED AREAS SHALL BE SEEDED UNTIL ALL OTHER CONSTRUCTION ACTIVITIES, INCLUDING PLANTING AND MULCHING HAVE OCCURRED AND LANDSCAPE ARCHITECT HAVE REVIEWED THE FINAL GRADING.
3. QUALITY GUARANTEE: SEED SHALL BE UNIFORM IN COLOR, LEAF TEXTURE, LEAF AND ROOT DENSITY, AND FREE FROM WEED, DISEASES, AND OTHER VISIBLE IMPERFECTIONS AT TIME OF FINAL ACCEPTANCE. GUARANTEE DOES NOT COVER DAMAGE AS A RESULT OF FERTILIZERS, PESTICIDES, OR OTHER APPLICATIONS NOT SUPERVISED BY THE CONTRACTOR OR AS A RESULT OF ACTS OF GOD OR VANDALISM.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THAT THE SEED IS PROPERLY IRRIGATED DURING THE GROW-IN PERIOD.
5. SEED IS SUBJECT TO INSPECTION AND ACCEPTANCE. LANDSCAPE ARCHITECT AND/OR CLIENT RESERVES THE RIGHT TO REJECT AT ANY TIME OR PLACE PRIOR TO ACCEPTANCE, ANY WORK WHICH IN THE LANDSCAPE ARCHITECTS OPINION FAILS TO MEET THESE SPECIFICATIONS REQUIREMENTS.
6. SEED BED PREPARATION:
   - 6.1. ALL DEBRIS, ROCKS, ETC. LARGER THAN .5" ARE TO BE REMOVED PRIOR TO SEEDING OR PLANTING.
   - 6.2. ALL AREAS TO BE SEEDED ARE TO RECEIVE A MINIMUM OF 2" OF APPROVED TOPSOIL TILLED INTO A DEPTH OF 4" TO ENSURE INTEGRATION WITH EXISTING SOIL.
   - 6.3. APPROVED TOPSOIL IS TO BE PREFERABLY FROM ON-SITE STOCKPILE FROM STRIPPING OPERATIONS - SEE EROSION AND SEDIMENT CONTROL PLANS.
   - 6.4. IF ON-SITE TOPSOIL IS NOT AVAILABLE, CONTRACTOR SHALL PROVIDE TO SITE ACCORDINGLY.

LANDSCAPE LEGEND

SYMBOL	DESCRIPTION
	SIGNIFICANT TREE STANDS
	NATURAL RESOURCE AREA - RIPARIAN BUFFER
	NATURAL RESOURCE AREA - WETLANDS
	PERIMETER BUFFERS - UNDISTURBED
	100' THOROUGHFARE CONSERVATION BUFFER
	SEEDED AREAS



NOTES:
1. CAPE FEAR RIVER BUFFER TO REMAIN UNDISTURBED.
2. PERIMETER BUFFERS TO REMAIN UNDISTURBED. EXISTING VEGETATION SHALL BE SUPPLEMENTED AS NEEDED TO SATISFY BUFFER REQUIREMENTS.
3. EXISTING VEGETATION IN US 1 RIGHT-OF-WAY SHALL REMAIN TO SATISFY THOROUGHFARE BUFFER REQUIREMENT.
4. SEED ALL DISTURBED AREAS.

NOTES

1. OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL REQUIRED LANDSCAPING BY KEEPING LAWNS MOWED, ALL PLANTS MAINTAINED AS DISEASE FREE, ALL PLANTING BEDS GROOMED AND KEPT WEED FREE (EXCEPT IN AREAS OF PRESERVED EXISTING NATURAL VEGETATION (I.E., THICKETS), AND KEPT FREE FROM TRASH, DEBRIS AND OTHER OBJECTIONABLE MATERIALS.
2. OWNER SHALL ALSO BE RESPONSIBLE FOR THE REPLACEMENT OF ANY REQUIRED PLANTING, WHICH IS REMOVED OR DIES AFTER THE DATE OF PLANTING. SUCH REPLACEMENT SHALL OCCUR DURING THE NEXT PLANTING SEASON; AND, THE REPLACEMENT OF ANY TREE IN A TREE SAVE AREA, WHICH IS REMOVED OR DIES AFTER THE DATE OF APPROVAL OF A PRESERVATION LANDSCAPE PLAN. SUCH REPLACEMENT SHALL OCCUR DURING THE NEXT PLANTING SEASON.

BOUNDARY DESCRIPTION SHOWN IS NOT FOR RECORDATION.

CONSTRUCTION SAFETY
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_____ Date: _____

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By: _____ Date: _____

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WARNING:
OVERHEAD POWER IN VICINITY OF WORK AREA. CONTRACTOR SHALL USE CAUTION WHILE WORKING AROUND ENERGIZED POWER LINES.

SCALE: 1" = 100'
0 100 200 250 300 350 400

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 036525 GRAHAM H. SMITH

~~Final Drawings~~
~~Review Purposes ONLY~~

SITE COLLABORATIVE
LANDSCAPE ARCHITECTURE
1620 Hillsborough Street, Suite 100
Raleigh, NC 27605 | 919.805.3586

PRELIMINARY DWG'S
NOT FOR CONSTRUCTION

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admin@appianengineers.com

DUKE ENERGY PROGRESS

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4113 DEER PATH ROAD, APEX, NC
LANDSCAPE PLAN

NO.	DATE	REVISION	BY	CK.	APP.
1	6/5/25	PER TOWN OF HOLLY SPRINGS REVIEW COMMENTS	RT	GS	

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SCALE: 1" = 100'
DRAWN: RT
DATE: 04/16/25
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APP —
ACE J.N.: 24-010
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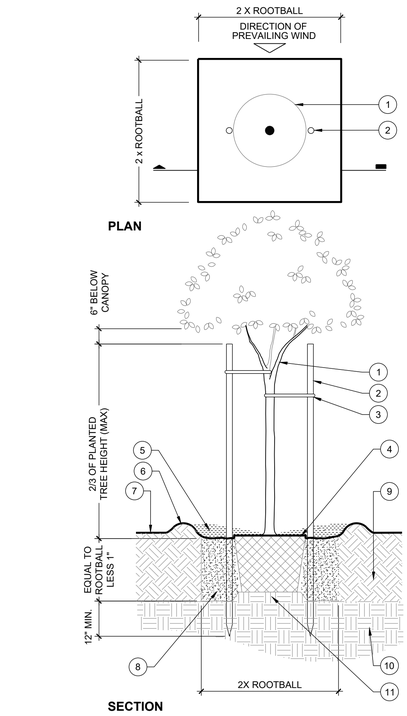


LEGEND

1. TREE AND ROOTBALL PER PLAN
2. TREE STAKES PER SPECIFICATIONS
3. TREE TIES PER SPECIFICATIONS
4. SET ROOTBALL AT 2" ABOVE FINISH GRADE AT EXISTING SLOPE LEVEL
5. MULCH PER PLANS AND SPECIFICATIONS
6. 4" HIGH EARTH BERM AT EDGE OF PLANT PIT, FIRMLY COMPACTED
7. FINISHED GRADE
8. AMENDED SOIL PER SPECIFICATIONS
9. RIPPED AND RECOMPACTED SOIL AMENDED PER SPECIFICATIONS
10. EXISTING UNDISTURBED SOIL
11. PREPARED SUBGRADE PEDESTAL, SIZE PER ROOTBALL DIAMETER

NOTES

A. REFER TO PLANTING SPECIFICATION FOR ADDITIONAL INFORMATION
B. KEEP MULCH 12" AWAY FROM STEMS AND TAPER AT ROOTBALL
C. TAPER MULCH TO 2" DEPTH AT FLATWORK
D. SET ROOTBALL ON COMPACTED SOIL

1 TREE PLANTING
SCALE: 1/2" = 1'-0"

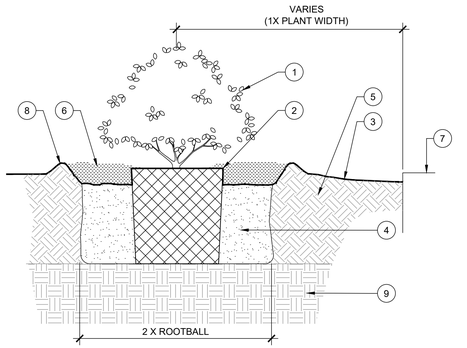
SUPPLEMENTAL BUFFER PLANTS

BOTANICAL NAME	COMMON NAME	MINIMUM INSTALLED SIZE	NOTES
Upper-Story Trees			
Acer saccharum	Sugar Maple	2 1/2" cal	single stem
Celtis occidentalis	Hackberry	2 1/2" cal	single stem
Fagus grandifolia	American Beech	2 1/2" cal	single stem
Juniperus virginiana**	Eastern Red Cedar	2 1/2" cal	single stem
Nyssa sylvatica	Black Gum	2 1/2" cal	single stem
Magnolia grandiflora**	Southern Magnolia	2 1/2" cal	single stem
Pinus palustris **	Longleaf Pine	2 1/2" cal	single stem
Pinus taeda**	Loblolly Pine	2 1/2" cal	single stem
Quercus lyrata	Overcup Oak	2 1/2" cal	single stem
Quercus shumardii	Shumard Oak	2 1/2" cal	single stem
Quercus virginiana**	Southern Live Oak	2 1/2" cal	single stem
Evergreen Understory Trees			
Cryptomeria japonica	Cryptomeria	6' ht.	single stem
Ilex x 'Nellie Stevens'	Nellie Stevens Holly	6' ht.	single stem
Ilex opaca**	American Holly	6' ht.	single stem
Magnolia virginiana*	Sweetbay Magnolia	6' ht.	single stem
Thuja x 'Green Giant'	Green Giant Arborvitae	6' ht.	single stem
Understory Trees			
Amelanchier arborea	Downy Serviceberry	1 1/2" cal	single stem or clump
Carpinus caroniana	American Hornbeam	1 1/2" cal	single stem
Cercis canadensis	Eastern Redbud	1 1/2" cal	single stem
Chionanthus virginicus	American Fringe Tree	1 1/2" cal	single stem
Cornus florida	American Dogwood	1 1/2" cal	single stem
Crataegus viridis	Green Hawthorne	1 1/2" cal	single stem
Hamamelis virginiana	American Witchhazel	1 1/2" cal	single stem
Oxydendrum arboretum	Sourwood	1 1/2" cal	single stem
Styrax americana	American Snowbell	1 1/2" cal	single stem
Shrubs			
Callicarpa americana	American Beauty Berry	24" ht	
Hydrangea arborescens	Smooth Hydrangea	24" ht	
Hydrangea quercifolia	Oakleaf Hydrangea	24" ht	
Ilex glabra**	Inkberry	24" ht	
Ilex verticillata	Winterberry	24" ht	
Ilex vomitoria 'Nana'**	Dwarf Yaupon Holly	24" ht	
Itea virginica	Virginia Sweetspire	24" ht	
Myrica cerifera**	Wax Myrtle	24" ht	
Osmanthus americanus**	American Tea Olive	24" ht	
Rhododendron	Rhododendron	24" ht	Native varieties only
Sambucus canadensis	Elderberry	24" ht	
Viburnum dentatum	Arrowwood Viburnum	24" ht	

** INDICATES EVERGREEN SPECIES
***REFER TO BUFFER PLANTING STANDARDS FOR MAXIMUM SPACING

PLANTING NOTES

1. CONTRACTOR RESPONSIBLE FOR LOCATING ALL UTILITIES AND UNDERGROUND IMPEDIMENTS PRIOR TO BEGINNING PLANTING.
2. PLANTING SHOULD OCCUR IMMEDIATELY AFTER CONSTRUCTION TO STABILIZE AREAS OF BARE SOIL.
3. PLANTS ARE TO BE PURCHASED BY BOTANICAL NAMES. THEY SHALL BE REPRESENTATIVE OF THEIR SPECIES, MEET ALL NOTED CONDITIONS OF SPECIFICATIONS, AND SHALL BE IN VIGOROUS GROWING CONDITION MEETING ANSI STANDARD Z60.
4. LANDSCAPE ARCHITECT OR OWNER MAINTAINS RIGHT TO REJECT ANY PLANT DUE TO AESTHETICS OR STRUCTURAL DEFICIENCY AT ANY TIME.
5. CONTRACTOR RESPONSIBLE FOR FURNISHING AND INSTALLING ALL PLANTS SHOWN ON PLANS IN LOCATIONS SHOWN. QUANTITIES GIVEN ON THE PLANT LEGEND ARE FOR CONTRACTOR'S CONVENIENCE ONLY. IF DISCREPANCIES OCCUR, THE PLANS SHALL OVERRULE THE PLANT LEGEND. CONTRACTOR SHALL LOCATE ALL PLANTS AWAY FROM KNOWN PERMANENT FIXTURES. IF CONFLICT ARISES WITH PLAN, CONTRACTOR SHALL NOTIFY PROJECT MANAGER OR DESIGNEE PRIOR TO PROCEEDING.
6. ALL PLANT MATERIAL SHALL CONFORM TO OR EXCEED THE AMERICAN STANDARD FOR NURSERY STOCK (LATEST EDITION) AS PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN.
7. ALL PLANT MATERIAL SHALL BE FREE OF ALL PESTS, DISEASES, AND CANKERS, IN HEALTHY CONDITION, AND FREE OF MECHANICAL DAMAGE AT THE TIME OF PLANTING.
8. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE A HEALTHY AND VIABLE PLANT AND THE PLANT SHALL BE REJECTED IF DEEMED UNHEALTHY OR UNFIT AT ANY TIME DURING THE CONTRACT OR WARRANTY DURATION.
9. IF ANY PLANT/MATERIAL SUBSTITUTIONS ARE REQUESTED BY CONTRACTOR, THEN NOTICE SHALL BE GIVEN TO PROJECT MANAGER OR DESIGNEE AT MINIMUM SEVENTY-TWO (72) HOURS (NOT INCLUDING WEEKENDS) PRIOR TO DESIRED ORDERING DATE/TIME. WHEN SUBSTITUTIONS ARE REQUESTED BY CONTRACTOR, SUGGESTED ACCEPTABLE REPLACEMENTS SHALL ALSO BE PRESENTED AT TIME FOR FULL AND COMPLETE REVIEW BY LANDSCAPE ARCHITECT OR OWNER.
10. BALLED AND BURLAPPED PLANTS/TREES TO BE PLANTED PRIOR TO CONTAINER OR BEDDING PLANTS.
11. BALLED AND BURLAPPED MATERIAL SHALL COMPLY WITH THE FOLLOWING GUIDELINES:
    - 11.1. TREES DESIGNATED B&B SHALL BE PROPERLY DUG WITH FIRM, NATURAL BALLS OF SOIL RETAINING AS MANY FIBROUS ROOTS AS POSSIBLE, IN SIZES AND SHAPES AS SPECIFIED IN THE AMERICAN STANDARD FOR NURSERY STOCK ANSI Z60.1.
    - 11.2. ROOT BALLS SHALL BE FIRMLY WRAPPED WITH NONSYNTHETIC, ROTTABLE BURLAP AND SECURED WITH NAILS AND HEAVY, NONSYNTHETIC TWINE.
    - 11.3. ROOT COLLAR SHALL BE APPARENT AT SURFACE OF BALL, OR THE CONTRACTOR WILL BE RESPONSIBLE FOR REMOVING EXCESS SOIL FROM THE TOP OF THE ROOTBALL.
    - 11.4. REMOVE ALL BURLAP, LACING, AND WIRE BASKET FROM AT LEAST THE TOP 1/2 OF THE ROOTBALL AND DISCARD FROM PLANTING HOLE.
    - 11.5. DO NOT MANEUVER BY TRUNK. HANDLE BY ROOT BALL ONLY.
12. CONTAINERIZED PLANTS SHALL COMPLY WITH THE FOLLOWING GUIDELINES:
    - 12.1. MATERIAL SHALL HAVE FIRM, NATURAL BALLS OF SOIL RETAINING AS MANY FIBROUS ROOTS AS POSSIBLE, IN SIZES AND SHAPES AS SPECIFIED IN THE AMERICAN STANDARD FOR NURSERY STOCK ANSI Z60.1
    - 12.2. ROOT COLLAR SHALL BE APPARENT AT SURFACE OF BALL, OR THE CONTRACTOR WILL BE RESPONSIBLE FOR REMOVING EXCESS SOIL FROM THE TOP OF THE ROOTBALL.
    - 12.3. REMOVE CONTAINER PRIOR TO PLANTING.



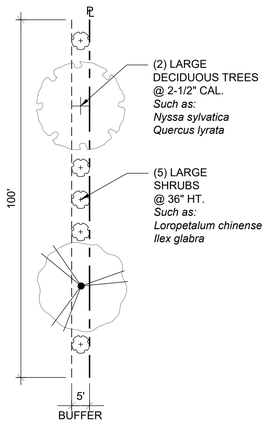
LEGEND

1. SHRUB PER PLANS
2. SET ROOTBALL CROWN 1" ABOVE FINISH GRADE
3. FINISH GRADE
4. AMENDED SOIL PER SPECIFICATIONS
5. RIPPED AND RECOMPACTED SOIL AMENDED PER SPECIFICATIONS
6. MULCH PER PLANS AND SPECIFICATIONS; KEEP MULCH 4" - 6" FROM TRUNK, STEMS, AND TAPER AT ROOTBALL
7. ADJACENT FINISHED SURFACE PER HARDSCAPE PLAN
8. 4" TALL EARTH BERM @ EDGE OF PLANT PIT, FIRMLY COMPACTED.
9. COMPACTED SUBGRADE PER SPECIFICATIONS

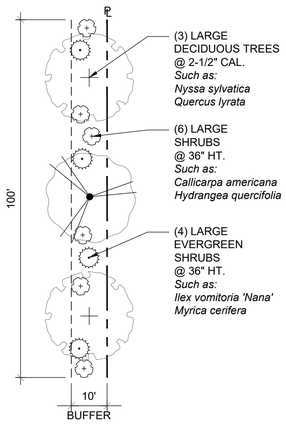
NOTES

A. REFER TO PLANTING SPECIFICATION FOR ADDITIONAL INFORMATION
B. KEEP MULCH 6" AWAY FROM STEMS AND TAPER AT ROOTBALL
C. TAPER MULCH TO 2" DEPTH AT FLATWORK
D. SET ROOTBALL ON COMPACTED SOIL

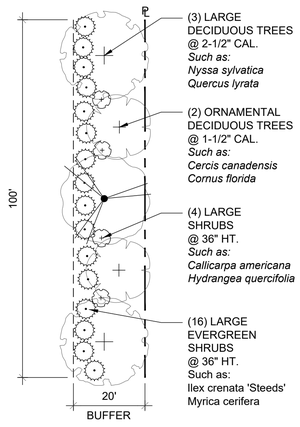
2 SHRUB PLANTING
SCALE: 1" = 1'-0"



3 TYPE 'A' BUFFER - OPEN
SCALE: 1" = 20'



4 TYPE 'B' BUFFER - SEMI-OPAQUE
SCALE: 1" = 20'



5 TYPE 'C' BUFFER - OPAQUE
SCALE: 1" = 20'

BUFFER NOTES

1. BUFFER PLANTINGS TO SUPPLEMENT EXISTING TREES AND VEGETATION IN PERIMETER BUFFERS TO COMPLY WITH OPACITY STANDARD FOR EACH BUFFER TYPE.
2. SEE SUPPLEMENTAL BUFFER PLANT LIST FOR PLANT SELECTIONS.

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WARNING:
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NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT 1325 GRAHAM H. SMITH

SITE COLLABORATIVE
LANDSCAPE ARCHITECTURE
1620 Hillsborough Street, Suite 100
Raleigh, NC 27605 | 919.805.3586

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APEX FRIENDSHIP ROAD 230kV - CONSTRUCT SUBSTATION
4113 DEER PATH ROAD, APEX, NC
PLANTING NOTES & DETAILS

NO.	DATE	REVISION	BY	CK.	APP.
1	6/5/25	PER TOWN OF HOLLY SPRINGS REVIEW COMMENTS	RT	GS	

COUNTY: WAKE
SCALE: 1" = 100'
DRAWN: RT
DATE: 04/16/25
SCALE RATIO 1:1
CHK. GS
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DEP PROJ NO: E22040101
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SHEET C802 OF —

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PRO STR #244

TBR EX STR 244 H-FRAME

EX STR 243 H-FRAME TBR

EX P.I. STR 242-1 THREE-POLE STRUCTURE TBR

EX P.I. STR 242-2 THREE-POLE STRUCTURE

PRO STR #242

PRO STR #242-1

PRO STR #243

125' TRANSMISSION CORRIDOR

62.5'

DTZ

OHE

ex edge of gravel

ex gravel

ex wood pile

PRO CONTROL ENCLOSURE

PRO 24' GATE (TYP)

PRO 7' CHAINLINK FENCE (TYP)

100'

18" PSD-A

18" PSD-B

18" PSD-C

CFB

HW #100
INV IN 266.50
EX STREAM 267.00
(BURY PIPE 6")

PRO 20' WIDE GRAVEL DRIVEWAY PER DET. CT-77000 AND SECTION SHOWN ON GRADING PLAN

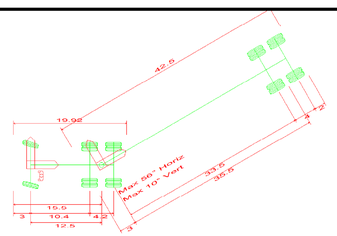
REFER TO CREEK CROSSING DETAILS

TB 19 - Intermediate Semi-Trailer

NORTH

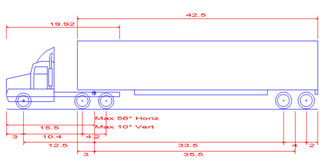
harris plant 260' contour

LITTLE WHITE OAK CREEK (CAPE FEAR RIVER BASIN)



WB-50 - Intermediate Semi-Trailer

Overall Length	55.000ft
Overall Width	8.500ft
Overall Body Height	12.052ft
Min Body Ground Clearance	1.334ft
Max Track Width	8.500ft
Lock-to-lock time	6.00s
Max Steering Angle (Virtual)	17.90°



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Overall Width	8.500ft
Overall Body Height	12.052ft
Min Body Ground Clearance	1.334ft
Max Track Width	8.500ft
Lock-to-lock time	6.00s
Max Steering Angle (Virtual)	17.90°

SCALE: 1" = 40'

0 40 80 100 120 140 160

Final Drawings
Review Purposes ONLY

SEAL 26959 ENGINEER DAVID C. REVOIR 04/21/2025

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APEX FRIENDSHIP ROAD 230KV SUBSTATION
4113 DEER PATH ROAD, HOLLY SPRINGS, N.C.
WB 50 EXHIBIT

COUNTY: WAKE	SCALE RATIO 1:1	DEP PROJ NO:	E22040101
SCALE: 1" = 40'	CHK. David Revoir	TASK	–
DRAWN: Kelly Williams	APP –	DEP DWG NO:	84437
DATE: 04/21/25	ACE J.N.: 24-010	SHEET	C999 OF 44

S:\Appian Projects - Shared Folder\24010-DEP Apex Friendship\CAD\E-Dwg\C999 - 24-21-2025 - 3:31:49 AM Plotted by Williams

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 16.

Public Hearings
Title: Holly Springs Business Park PUD Amendment 01-PUD-03-A05 for Pine Springs Upper School - Legislative Public Hearing
Strategic Priority Area: Growth Management & Economic Vitality
Staff Resource: Grayson Taylor, Development Services, Catherine Jacobs, Development Services

Action(s):

- Conduct Legislative Public Hearing

Explanation:

- The Town has received an application from Pine Springs Preparatory Academy to amend the Holly Springs Business Park PUD for the purpose of reducing the electric vehicle (EV) parking requirements for schools within the Innovation & Institutional District.
- The proposed amendment would modify the EV parking requirements as set forth by the UDO to apply only to staff and visitor parking and exclude student parking. The PUD currently requires the school to provide EV parking in accordance with the UDO which calculates the requirement based on total parking spaces, including staff, visitor, and student parking.
- The Holly Springs Business Park's Innovation & Institutional District only applies to Tract E of the PUD, which comprises two parcels located at 420 Green Oaks Parkway.
- The Pine Springs Upper School is currently under construction at this site, after receiving Development Plan approval by Town Council and Construction Drawing approval by Town staff. If the PUD Amendment were approved, Pine Springs Upper School could submit an amendment to the approved Development Plan to the Town to follow the new standards. This Development Plan amendment would qualify as minor, and would not return to Town Council.
- Should this PUD Amendment be approved, Pine Springs Upper School could theoretically reduce their required EV parking spaces from 15 EV spaces and 45 EV-Ready spaces to 6 EV spaces and 18 EV-Ready.
- Following this Public Hearing, this application will proceed to Planning Board for review and a recommendation.

Background:

- The applicant has provided a comparative analysis for their request, through providing standards from the International Green Construction Code ("IGC") and the Town of Apex:
    - The IGC utilizes the International Building Code to apply to new construction of similar building types. This EV parking requirement is 4% of all spaces or 8% of

designated employee parking. This would translate to a total of 13 EV-Ready spaces for an entire project, or 15 EV-Ready spaces for employee-only parking for Pine Springs Upper School.
    - For high schools in the Town of Apex, 1% of all spaces are required as designated EV parking. This would translate to a total of 4 EVSE parking spaces total for Pine Springs Upper School.
- The Holly Springs Business Park PUD has been amended four (4) times previously. The same applicant previously applied for an amendment to the PUD to create a new PUD district to allow for a school use. This amendment was approved by Town Council on December 17, 2024.
- 24-DP-07 Pine Springs Upper School Development Plan was approved by Town Council on March 18, 2025.
- In accordance with the updated Town Council Legislative review process, consideration of this application will take place on the following schedule:
    - Tuesday, September 16 - Town Council Public Hearing
    - Tuesday, September 23 - Planning Board review and recommendation
    - Tuesday, October 21 - Town Council consideration and decision

Funding Source(s):

N/A

Attachment(s):

1. 01PUD03A05_HSBP_PUDAmendment_StaffReport
2. 01PUD03A05_HSBP_PUDAmendment_Application
3. 01PUD03A05_HSBP_PUDAmendment_ProposedTextChange

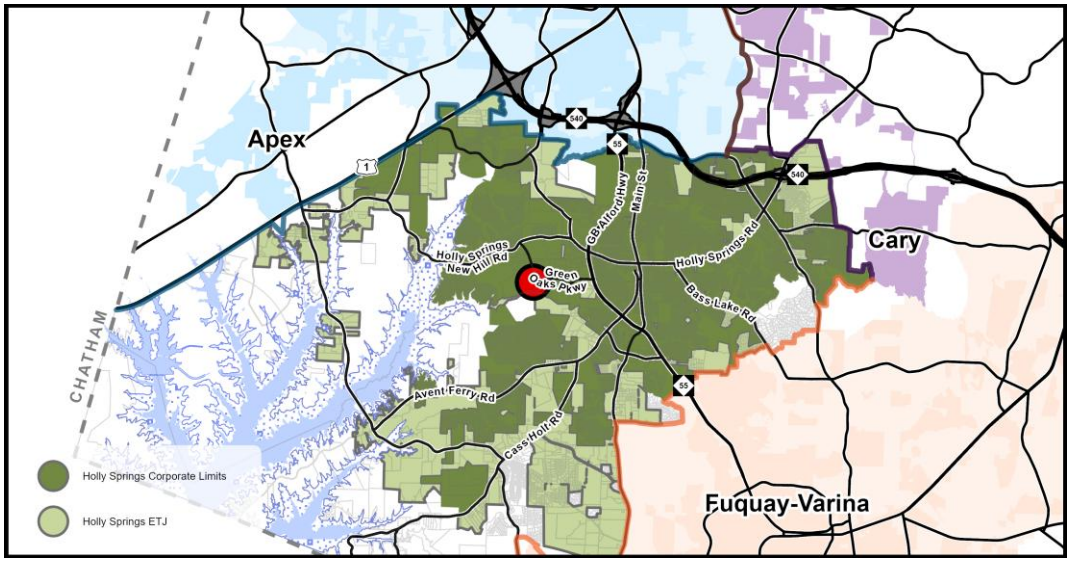
Project Type: Planned Unit Development
Major Amendment

Concurrent Applications:
☐ Waiver / SUP/ VAR/ CPA

Applicant / Petitioner:
Bruce Friend - Pine Springs Foundation, LLC

Property Address: 420 Green Oaks Parkway

Property Area: 14.82 ac.



Located in: ☒Holly Springs Corporate Limits ☐Holly Springs ETJ ☐Annexation Pending

Project Summary:

An amendment to the Holly Springs Business Park Planned Unit Development (PUD) to modify the additional use standards for schools in the Innovation & Institutional District to reduce Electric Vehicle Parking requirements.

Requested Action:

Public Hearing: The Town Council must hold a legislative public hearing to receive public comments regarding the proposal prior to Planning Board consideration.

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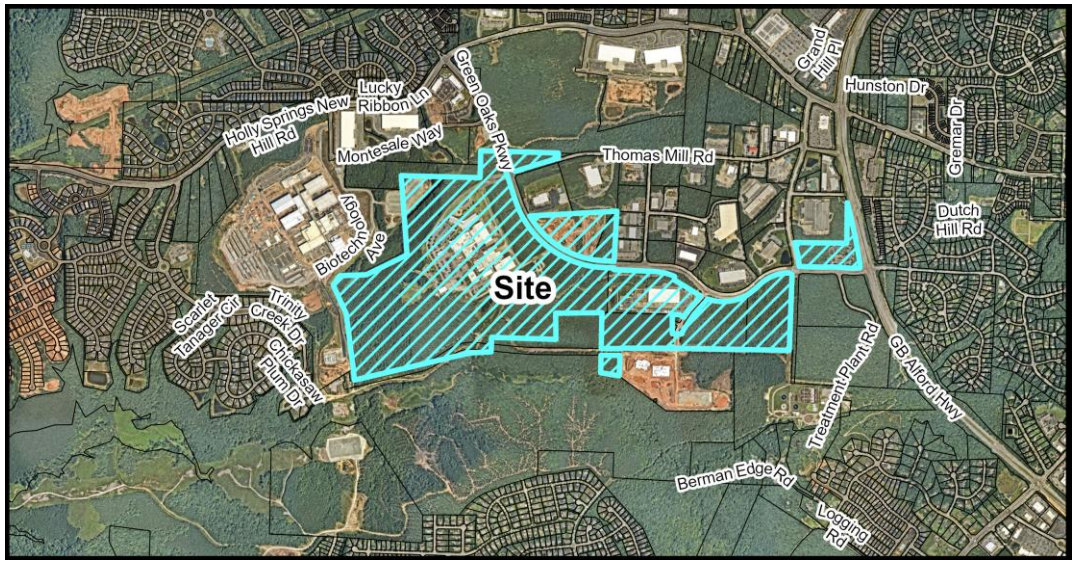
Case Summary

Current Zoning:
PUD – Planned Unit Development

Proposed Zoning:
PUD – Planned Unit Development



Aerial Photograph

Growth Strategy Map:
Places to Enhance

Small Area Plan Designation:
N/A

Future Land Use Plan Designation:
Business & Industrial

Staff Analysis:

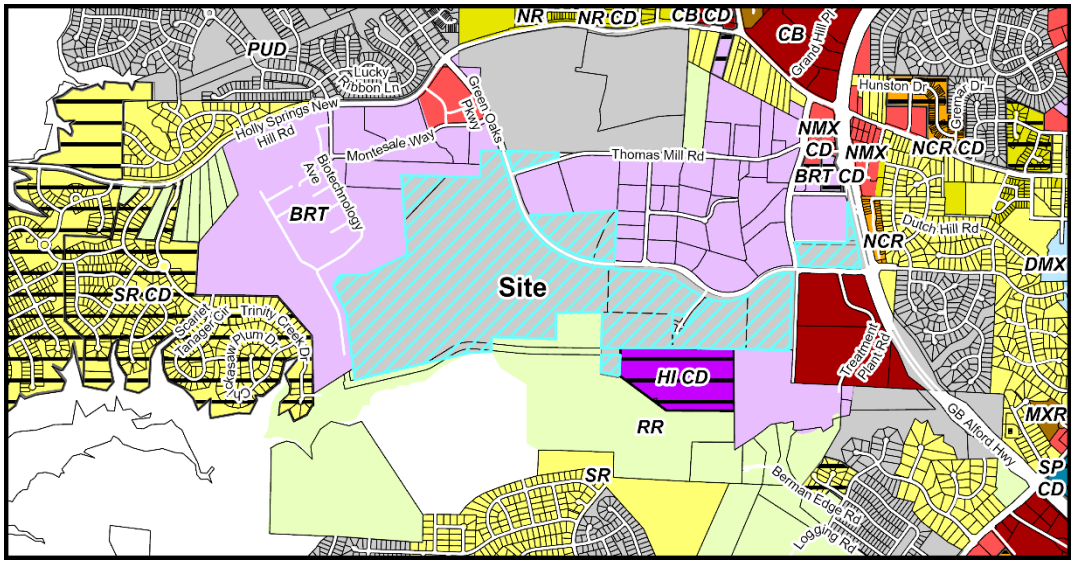
The Zoning Map Amendment is: ☐ Consistent with Adopted Plans/Ordinances ☒ Inconsistent with Adopted Plans/Ordinances

The proposed PUD Amendment to the Holly Springs Business Park seeks to reduce the requirements for Electric Vehicles within the Innovation & Institutional District, specifically for schools. If the PUD Amendment were approved, Pine Springs Upper School, the approved school under construction at 420 Green Oaks Parkway, would apply for a Development Plan amendment to follow the new standards. Under the Unified Development Ordinance, modifications to EV parking requirements are not permitted and the Town stressed the importance of EV parking when drafting the current UDO. However, the applicant has provided a comparison of an adjacent municipality and international standards that show significantly fewer EV parking spaces for similar development types. The PUD Amendment is also supported by the Land Use & Character Plan, as it encourages Town support of school development within the Town, keeping up with demand and meeting overall needs of the community. Overall, the application has been found to be reasonable and in the public interest.

Staff Recommendation: ☒ Approve ☐ Deny

Current Zoning Information

Parcel #	Zoning	Area
0649120574	PUD	11.64
0649125359	PUD	3.18
	Tract E Total Area	**14.82 acres**
	PUD Total Area	**249.68 acres**



Current Zoning Map

Adjacent Property Current Zoning Information

	Zoning	Existing Land Use
Subject Property	PUD – Planned Unit Development	School Under Construction (Business & Industrial)
North	Business & Research Technology	Light Manufacturing, Office (Business & Industrial)
South	PUD – Planned Unit Development	CSL Seqirus (Business & Industrial)
East	Business & Research Technology	Light Manufacturing, Office, Indoor Recreation (Business & Industrial)
West	PUD – Planned Unit Development	CSL Seqirus (Business & Industrial)

Parcel Rezoning History

Rezoning Number: 01-PUD-03
Original Zoning: I-1 (Wake County)
Approved Zoning: PUD
Approval Date: October 1, 2002

PUD Amendment History

Amendment #1: 08/01/2006	Height Increase in Manufacturing District
Amendment #2: 10/03/2006	Boundaries and District Standards Adjusted
Amendment #3: 07/19/2011	Parcel Addition
Amendment #4: 12/17/2024	Est. New District, Allow for Schools

Land Use & Character Information

Vision Holly Springs Comprehensive Plan Section 1

Growth Strategy Map: Places to Enhance

Future Land Use: Business & Industrial

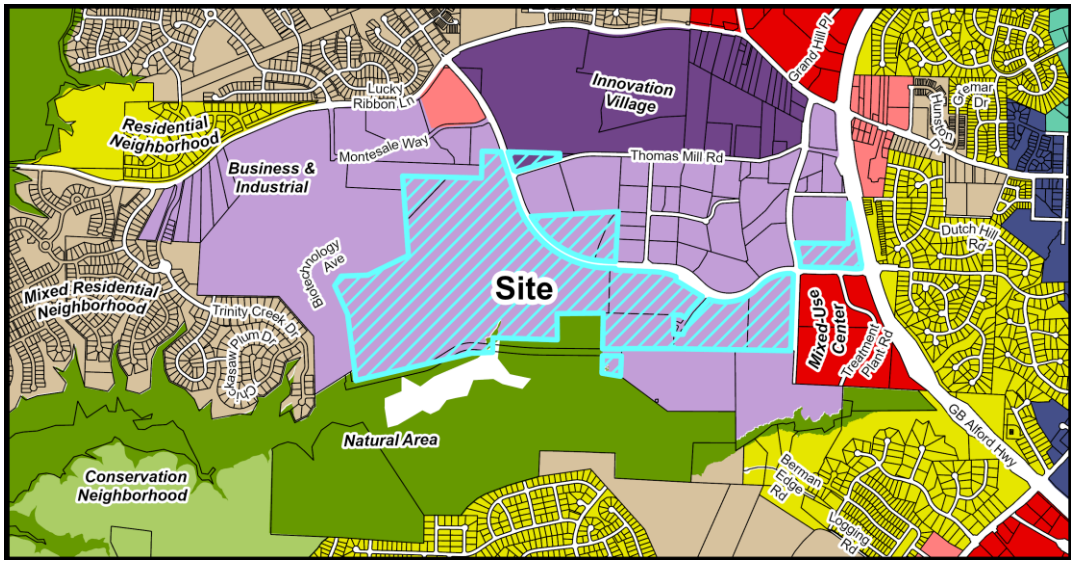
Small Area Plan: N/A

The Requested Zoning Map Amendment is:

☒ **Consistent with the Future Land Use Map**

☐ **Inconsistent with the Future Land Use Map**

If a Zoning Map Amendment is adopted and the action is deemed inconsistent with the Future Lane Use Map, the Zoning Map Amendment has the effect of also amending the Future Land-use Map.



Future Land Use Map

Important Themes for Transforming Holly Springs:

Eight important themes for Holly Springs are highlighted as high-priority principles for transforming the Town. The following theme(s) should be considered with this request:

Theme	Description
☐ Establish Mixed-Use Activity Centers Throughout Holly Springs	Mixed-use and walkable development
☐ Suburban Remix	Activate neighborhood centers
☐ Suburban Retrofit	Redevelop existing centers into mixed-use, multi-modal, activated centers
☐ Context-Sensitive Infill Development Choices	Infill around single use residential areas
☒ Transitions	Complement existing development and avoid incompatibilities
☐ Increase Home & Neighborhood Choices in Holly Springs	Variety of integrated housing products
☐ Increase Diversity & Affordability of Housing in Holly Springs	Adequate supply of affordable housing
☒ More Transportation-Land Use Coordination in the Community	Equal emphasis on land use (demand), transportation (supply) and urban design (character)

Land Use & Character Information (cont.)

Growth Strategy Map: Places to Enhance
Places to enhance in Holly Springs celebrate existing and future residential neighborhoods, and the small activity centers that serve them, as the building blocks for a strong community. They generally include Conservation Neighborhoods, Residential Neighborhoods with single dwelling detached homes on varying lot sizes, or Mixed Residential Neighborhoods with two or more home types (single dwelling detached, single dwelling attached, and multi dwelling) in the same development. Future infill development in the enhancement areas should be sensitive to the uses and densities along the perimeter of adjacent neighborhoods.

Future Land Use: Business & Industrial
Business & Industrial Centers provide opportunities to concentrate employment clusters throughout the town. They support both large-scale, single tenant office and industrial buildings and smaller, multi-tenant office and industrial buildings that are clustered and may support and serve one another. Business & Industrial Centers are typically buffered from surrounding development by tree preservation areas or landscaped areas, with the type and size of the buffer a function of the activities being performed on the site.

Key Characteristics of Business & Industrial development include:

- Parking is provided off-street in surface parking lots or parking decks at the rear of the lot, and should otherwise be screened from view from the street.
- Typically, business and industrial areas do not prioritize the preservation of natural resources, though they may rely on landscape for buffering between incompatible uses.
- Though these areas are not typically designed as walkable, activated centers, they may include formal open spaces such as squares or plazas for the use of employees.
- Low-impact landscape design techniques and sustainable stormwater practices should be incorporated.
- Green roof elements and/or rooftop gardens are encouraged.
- Building types are primarily office and industrial.
- Buildings may be up to 6 stories. Exceptions may be allowed for special manufacturing uses.

Small Area Plan: N/A

Historic Structures: ☒ None

Land Use & Character Staff Analysis:

The PUD Amendment is: ☒ Consistent ☐ Inconsistent with the Land Use & Character Plan/Ordinances

The applicant's request to amend the Holly Springs Business Park is specific to one PUD District, designated on only Tract E as identified on the PUD Master Plan. Tract E consists of two parcels, the larger of which is addressed as 420 Green Oaks Parkway. Last year Town

Land Use & Character Information (cont.)

Council approved a PUD amendment to apply to Tract E, creating the current Innovation & Institutional District, and a Development Plan for a 120,000 sf charter school to allow a The school is currently under construction.

The current request is to modify the parking standards for electric vehicles for schools, reducing the requirement to apply only to staff and visitor parking only, excluding student parking. Currently, the PUD defers to the UDO for all parking standards, including the calculation for the required number of EV parking spaces. The following UDO standard applies:

(Excerpt of) Table 6.6-A – Electric Vehicle Parking Spaces Minimum Standards		
USE	**THRESHOLD FOR APPLICABILITY**	**REQUIREMENT**
All other uses	50 or more provided spaces in a single development	5% of all spaces shall have EVSE & Additional 15% shall be EVSE-Ready

In their application, the applicant states that the provision of electric vehicle spaces for students may create concerns over infrastructure maintenance and student safety. While the Land Use & Character Plan does not specifically speak to electric vehicle parking, several specific recommendations provide support to the application, including:

- *SI-1 Add Infrastructure Capacity and Increase Services to Keep Pace with Development*. As the Town has grown, in terms of residents and employment opportunities, demand for education to support these have increased. Assisting schools in accommodating this growth should be considered.
- *SI-11 Safeguard Access to Quality Education* supports new school development within the Town.

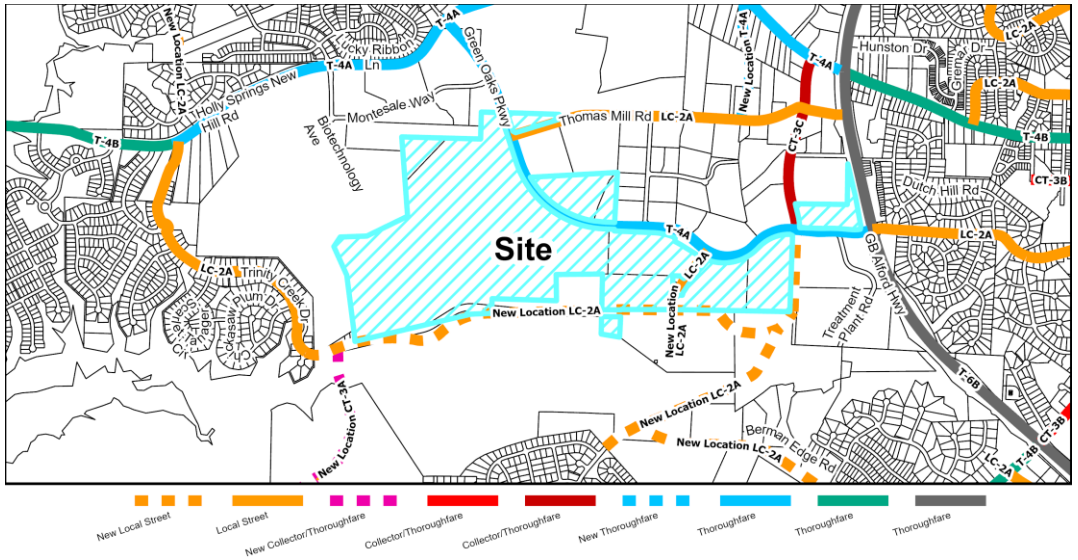
While the EV parking requirement is an important component of the Town's Unified Development Ordinance, the proposed PUD amendment is not inconsistent with the Land Use & Character Plan.

Transportation Information

Vision Holly Springs Comprehensive Plan Section 2

Comprehensive Transportation Plan

Road Widening along Project Frontage	☐ Required ☒ Not Required
New Location Roadways	☐ Required ☒ Not Required
Hotspot/Safety Study Location	☐ Yes ☒ No



Roadway Map

Comprehensive Transportation Plan Summary

Road Widening along Project Frontage:

The project has frontage along Green Oaks Parkway, which has already been constructed to its ultimate cross section. Therefore, no additional roadway widening is required. This amendment does not impact previous commitments to transportation improvements.

New Location Roadways:

There are no new roadways that impact the subject property shown on the Comprehensive Transportation Plan.

Hotspot/Safety Study Location:

There is not a Hotspot or Safety Study location within the Traffic Study scoping area. This amendment does not impact previous commitments to transportation improvements.

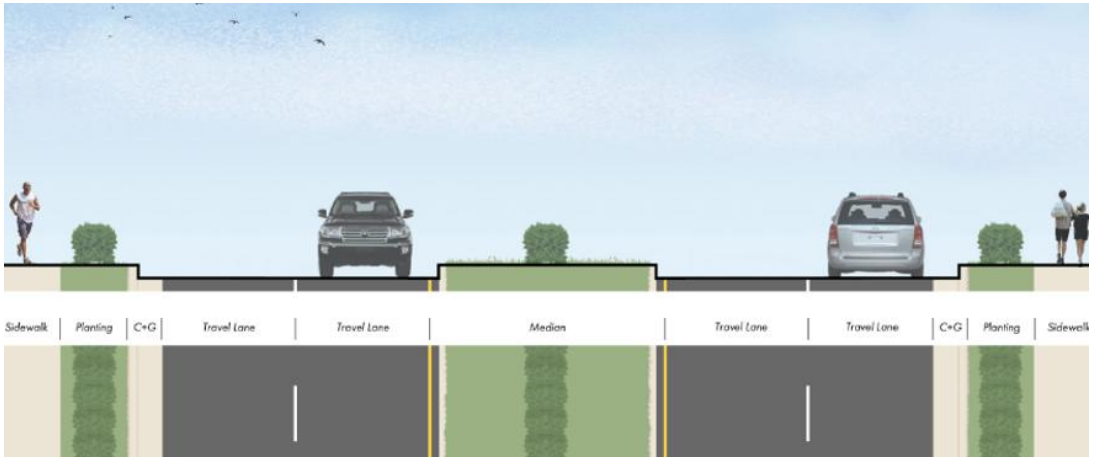
Improvement Prioritization:

N/A

Transportation Information (cont.)

Traffic Study Policy

☐Traffic Study Required ☐Tier 1
☐Tier 2
☐Tier 3
☐Traffic Verification Memo



Example of T-4A Thoroughfare Cross Section

Traffic Study Summary

A Traffic Impact Analysis (TIA) was completed with the previous PUD amendment (01-PUD-03-A04), that modified the zoning district for 420 Green Oaks Parkway to allow development of Pine Springs Upper School. This current amendment does not impact the previously completed Traffic Study or any previous commitments to transportation improvements. As a reminder, the previous commitments from the traffic study were as follows:

Greek Oaks Parkway at Proposed School West Access/Seqirus East Access (unsignalized)

- Construct southbound approach with one (1) ingress lane and two (2) egress lanes.
- Limit access at proposed School West Access to right-in/ right-out/ left-out using median channelization to prohibit left-in movements.
- Provide stop control southbound approach.
- Limit access at proposed School West Access to prohibit entrance/exit during AM and School PM peak hours.
- Extend existing westbound left-turn lane to 300 feet of storage and appropriate taper.

Green Oaks Parkway at Proposed School East Access (unsignalized)

- Construct southbound approach with one (1) ingress lane and one (1) egress lane.
- Limit access at proposed School East Access to right-in/right-out only.
- Construct westbound right-turn lane with 50 feet of storage and appropriate taper.

Pedestrian Safety

- Provide fee-in-lieu for future construction of pedestrian crossing along Green Oaks Parkway.

Transportation Information (cont.)

Transportation Staff Analysis:

The PUD Amendment is: ☒ Consistent ☐ Inconsistent with the Comprehensive Transportation Plan/Ordinances

This amendment does not impact the previously completed Traffic Study or any previous commitments to transportation improvements. Therefore, the proposed amendment is consistent with the Comprehensive Transportation Plan.

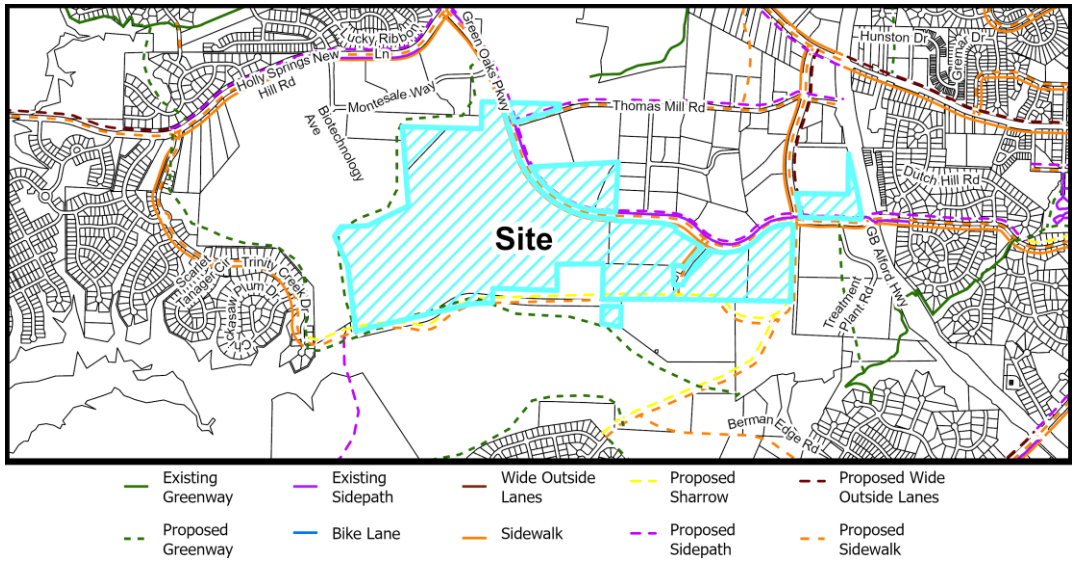
Parks, Recreation, & Greenways Information

Vision Holly Springs Comprehensive Plan Section 3

Park Search Area

☐ Yes

☒ No



Active Transportation Map

Required Active Transportation Improvements

☐ Greenway ☒ Sidepath

A Sidepath already exists along the Green Oaks Pkwy frontage of this project and is not impacted with the proposed amendment.

Parks, Recreation, & Greenways Summary

The project will retain the existing Sidepath.

Parks, Recreation, & Greenways Staff Analysis:

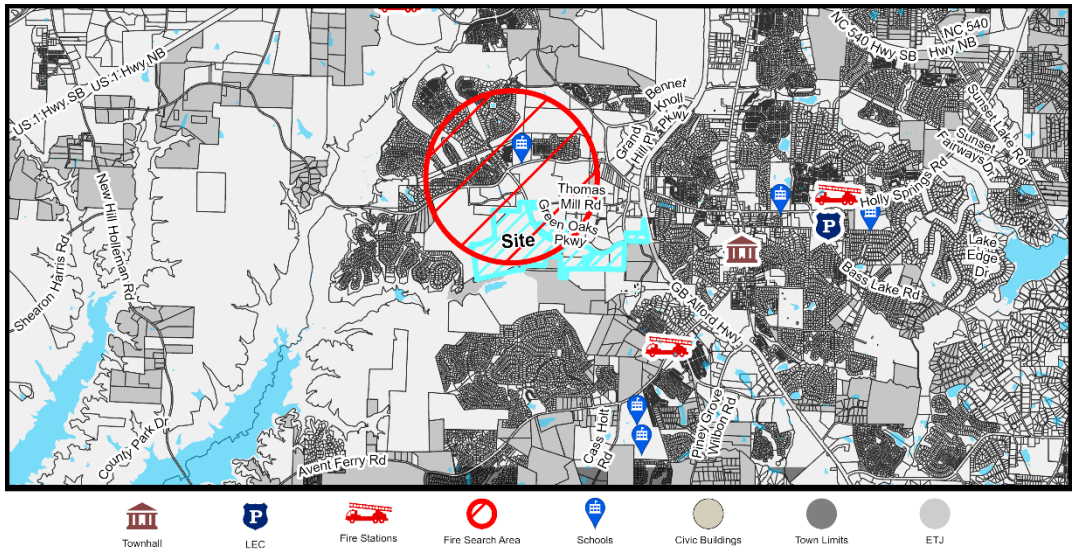
The PUD Amendment is: ☒ Consistent ☐ Inconsistent with the Parks, Recreation & Greenways Master Plan/Ordinances

The PUD amendment request is consistent with the Parks, Recreation, and Greenways Master Plan.

Community Facilities Information

Vision Holly Springs Comprehensive Plan Section 4

Population growth increases demand for public services. In order to fulfill this demand, community facilities must be appropriately planned for and constructed. These facilities may range from additional public safety stations, such as police and fire, to new schools to handle the influx of school-aged children into an area.



Community Facilities Map

WCPSS Coordination

Wake County Public School system is aware of Pine Springs Upper School currently under construction at the site.

Community Facilities Plan

The site falls within a Potential Future Fire/Police Facility zone on the Community Facilities Plan Map. This zone has been addressed with the construction of Fire Station #3, located on Cinder Station Road.

Community Facilities Staff Analysis:

The requested Zoning Map Amendment is: ☒ Consistent ☐ Inconsistent with the Community Facilities Plan

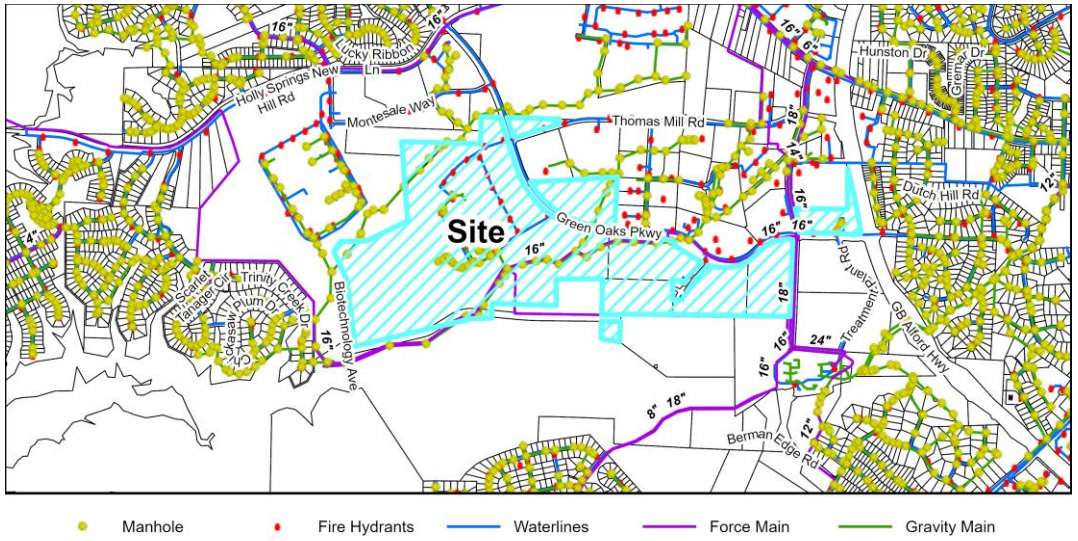
The PUD Amendment does not appear to create any impact to Community Facilities.

Infrastructure & Utility Information

Vision Holly Springs Comprehensive Plan Section 5

Utility Availability

Water	☒ Yes ☐ No ☐ Study Required
Sanitary Sewer	☒ Yes ☐ No ☐ Study Required
Reclaim	☒ Yes ☐ No ☐ Study Required



Utility Map

Infrastructure & Utility Summary

Water:

Water currently exists within Green Oaks Parkway and is proposed to be extended into the site to serve the development. This amendment does not impact the previously completed Fire Flow Analysis or proposed water extensions to serve the project.

Sanitary Sewer:

Sewer currently exists on site and the development will connect service lines to the existing sewer main. This amendment does not impact the previously completed Sewer Study. As determined by the previous Sewer Study, existing downstream infrastructure is adequate to support this development.

Reclaim:

Reclaimed water currently exists within Green Oaks Parkway and is not proposed to be utilized on this site. This amendment does not impact reclaimed water.

Infrastructure & Utility Information (cont.)

Water Resource Management (WRMP) Policy

☐ WRMP Applicable
☒ WRMP Not Applicable

☐Tier 1
☐Tier 2
☐Tier 3

Allocation Elements
☐ Public Infrastructure Improvements
☐ Sustainable Design
☐ Work Force Housing
☐ Open Space/Tree Preservation

Water Resource Management Policy Summary
This amendment does not impact the proposed wastewater generation from the development and is not needing to request additional sewer flow. Therefore, the WRMP is not applicable. As a reminder, the previous Utility Allocation Summary is below:

Utility Allocation Summary

Priority Level: Priority Level 1
Allocation Assignment: Institutional
Allocation Approved: 7,200 gallons per day (Approved on 12/17/24)

Infrastructure & Utility Staff Analysis:

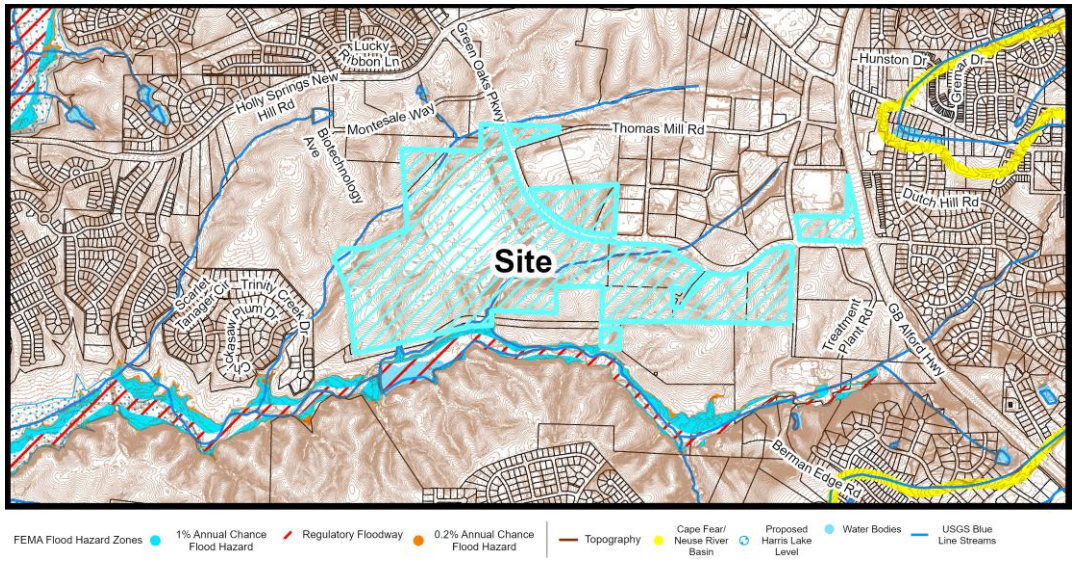
The PUD Amendment is: ☒ Consistent ☐ Inconsistent with the Infrastructure & Utilities Plan/Ordinances

This amendment does not impact the previously completed Engineering Studies for utilities or proposed utility extensions to serve the project. Therefore, the proposed amendment is consistent with the Infrastructure and Utilities section of the Comprehensive Plan.

Natural Resources & Open Space Information

Vision Holly Springs Comprehensive Plan Section 6

Total Required Open Space 10%



Natural Resources Map

Natural Resources & Open Space Summary

Open Space:

The Holly Springs Business Park PUD Regulations require a 10' Undisturbed Buffer along the northern property line of Tract E, and a 30' Semi-Opaque buffer along Green Oaks Pkwy. The approved Pine Springs Upper School Development Plan retains these required buffers.

Stormwater:

The proposed amendment does not impact the proposed treatment of stormwater runoff, nor does it change any impacts to environmental features on site.

Natural Resources & Open Space Staff Analysis:

The PUD Amendment is: ☒ Consistent ☐ Inconsistent with the Natural Resources Plan/Ordinances

The applicant has not proposed changes to the existing Holly Springs Business Park PUD Regulations regarding Natural Resources & Open Space.

Planned Unit Development (PUD) Amendment Information

Unified Development Ordinance/HSBP PUD Regulations

UDO Section 1.6.1.H addresses legacy Planned Unit Development (PUD) projects such as the Holly Springs Business Park PUD. The establishment of new PUD projects is not allowed; however, the Town recognizes that past projects were approved under this land use process and Minor and Major Amendments to PUDs are allowed. Examples of changes that qualify as a Major Amendment include changes to density or building areas, setbacks and building heights, roadway networks, open space, or any other changes that depart significantly from the original approval. Changes including the modification of required development standards qualify as a Major Amendment.

This PUD Amendment is a request to modify the Innovation & Institutional District's Additional Standards for schools. The change requested is apply the UDO's EV parking standards solely to staff and visitor parking, excluding student parking from EV calculations. Total parking space requirements for schools are determined by a parking study, where the applicant must provide an analysis depicting sufficient parking capacity. While this determines the overall parking space count, the UDO then uses this number to determine the electric vehicle requirement. For example, a development with more than 50 parking spaces, the UDO requires 5% of all parking spaces to install EV-charging equipment, and 15% of spaces to be EV-Ready. (EV-Ready spaces are parking spaces with electrical conduit run underground for future charging stations to be added a later date, if desired by the property owner.)

Below is the proposed amendment to the Holly Spring Business Park, as shown in text.

Holly Springs Business Park PUD Innovation & Regulations

Innovation & Institutional District Additional Standards for Schools

Proposed Amendment identified in **Bold**
a. The following conditions are applicable to uses: School (Commercial, Trade, or Business) i. Uses applicable in this section shall meet the criteria set forth in the Town of Holly Springs UDO Section 3.3.6 Public and Institutional Uses – Additional Use Provisions. Exceptions to 3.3.6 are listed below: a. Perimeter buffers shall follow the approved perimeter buffers per the HSBP Landscape Regulations. ii. Student queuing and stacking for carpools shall be sufficient to demonstrate no queuing within a public right of way. iii. This district shall only apply to Tract E as shown on C7.0 of the Holly Springs Business Park Master Plan. iv. Any school will follow the Perimeter buffers as shown on sheet C8.0 and the master plan. All other landscape regulations shall adhere to UDO Section 5. v. Any school will meet the Additional Infrastructure Requirements except for B.

Proposed Amendment identified in **Bold**
Traffic Impact Analysis, where the Traffic Impact Analysis shall be required as development plans/site plans are submitted. vi. Outdoor spaces such as plazas, gathering areas with benches, picnic tables for outdoor dining, and other outdoor areas for students to utilize during breaks or during school activities shall be provided within proximity to any educational building. Minimally, two outdoor spaces shall be provided around any educational building. vii. All uses shall apply with Additional Site Design Requirements of the HSBP PUD with exceptions as outlined below: a. Barbed wire fencing is prohibited b. Parking along Green Oaks Parkway frontage shall be limited to one bay of parking (a maximum of 65 feet in depth perpendicular to the street). **viii. Any school shall meet the parking standards of Chapter 6 of the Town of Holly Springs UDO, with the exception of the following:** **a. Percentage of parking for electric vehicles (EV) shall be based on parking required for staff and visitors only. Student parking shall be excluded from required EV parking requirement calculations.** ix. Any school will follow the intent of the plan labeled Innovation & Institutional District Concept Plan in the Holly Springs Business Park PUD Regulations.* **see packet for concept plan*

As the Innovation & Institutional District currently has an approved Development Plan for the Pine Springs Academy Upper School under construction within the district, this proposed PUD amendment will apply to the project. Currently, approved Development Plan for Pine Springs Upper School has existing parking requirements that are shown below. The proposed PUD Amendment and its potential effect on electric vehicle parking standards are shown adjacent.

Potential Parking Requirement Changes to 24-DP-07 Pine Springs Upper School

Parking Requirements	Approved with 24-DP-07	Proposed Standard	Potential Change in Parking
Total Vehicle Spaces	303 spaces	303 spaces	-
Staff/Visitor Parking	116 spaces	116 spaces	-
Student Parking	187 spaces	187 spaces	-
Bike Parking	12 spaces	12 spaces	-
EV Parking	5% EVSE: 15 spaces 15% EVSE Ready: 45 spaces	**5% EVSE: 6 spaces** **15% EVSE Ready: 18 spaces**	**EVSE: -9 spaces** **EVSE Ready: -27 spaces**

As part of the application, the applicant also submitted EV parking information detailing a comparison to an adjacent municipality and the International Green Construction Code. While the comparison to the Town of Apex is a direct comparison between high schools, the IGC code is for commercial/non-residential buildings. A summarized comparison is below:

Relevant EV Parking Requirements	Town of Holly Springs	Town of Apex	Intl. Green Construction Code
Requirement Calculation	5% EVSE 15% EVSE-Ready	1% of all required spaces	4% of all spaces EV-Ready *or* 8% of employee spaces EV-Ready
Spaces Required if Applied	**15 EVSE** spaces **45 EV-Ready** spaces	**4 EVSE** spaces	**13 EV-Ready** (Total) or **15 EV-Ready** (Employee)

Planned Unit Development Standards Staff Analysis

The PUD Amendment is: ☐ Consistent ☒ Inconsistent with PUD Standards/Unified Development Ordinance

For schools, a parking study is required to determine total parking requirements for a school, and this was utilized by the approved school under construction. The applicant also provided a brief analysis, detailing a comparison between the Town of Holly Springs's EV parking standards to those of the Town of Apex and the International Green Construction Code which displays a noticeable difference in EV parking requirements.

Upon drafting the 2022 Unified Development Ordinance, Planning Board and Town Council stressed the importance of adequate EV parking requirements as the Town looks to the future and no specific non-residential development was singled out as exempt. The most recent school, Rex Road Elementary School, was approved by the Town in 2022 following these standards and was able to meet the Town's code requirements with 6 EV spaces and 18 EV-ready spaces. However, it is important to note that as an elementary school, there were was no student parking lot subject to the standard. In addition, when adopting the 2022 UDO, the EV parking requirements were not intended to allow for a deviation. UDO Chapter 2 outlines current permitted modifications to a Conditional Zoning Districts, the modern iteration of the Planned Unit Development, and electric vehicle parking requirements are not shown to be a permitted modification. Therefore, the proposed PUD amendment is not consistent with the Unified Development Ordinance. However, staff find that the PUD Amendment provides a reasonable request for a reduction in the EV parking standards for the Innovation & Institutional District's school use and supports approval.

Decision-Making Information

Comprehensive Plan and Planned Unit Development Consistency Summary Table

Vision Holly Springs Comprehensive Plan	
Land Use & Character Plan/Ordinances (Section 1)	☒ Consistent ☐ Inconsistent
Comprehensive Transportation Plan/Ordinances (Section 2)	☒ Consistent ☐ Inconsistent
Parks, Recreation & Greenways Master Plan/Ordinances (Section 3)	☒ Consistent ☐ Inconsistent
Community Facilities Plan/Ordinances (Section 4)	☒ Consistent ☐ Inconsistent
Infrastructure & Utilities Plan/Ordinances (Section 5)	☒ Consistent ☐ Inconsistent
Natural Resources Plan/Ordinances (Section 6)	☒ Consistent ☐ Inconsistent
Unified Development Ordinance	
PUD Standards/UDO	☐ Consistent ☒ Inconsistent

PUD Amendment (Rezoning) Staff Analysis
The applicant must demonstrate that the proposed Zoning Map Amendment and property owner offered conditions (if any) or unique conditions associated with this request support the Town's Comprehensive Plan objectives and/or Ordinances and why the proposed zoning change is reasonable and in the public interest. The applicant has provided a statement in the petition.

Staff has reviewed the application and has determined the requested Zone Map Change is:

☐ Consistent with Adopted Plans/Ordinances
☒ Reasonable and in the Public Interest
☒ Inconsistent with Adopted Plans/Ordinances
☐ Not Reasonable and in the Public Interest

The proposed PUD Amendment to the Holly Springs Business Park seeks to reduce the requirements for Electric Vehicles within the Innovation & Institutional District, specifically for schools. If the PUD Amendment were approved, Pine Springs Upper School, the approved school under construction at 420 Green Oaks Parkway, would apply for a Development Plan amendment to follow the new standards. Under the Unified Development Ordinance, modifications to EV parking requirements are not permitted and the Town stressed the importance of EV parking when drafting the current UDO. However, the applicant has provided a comparison of an adjacent municipality and international standards that show significantly fewer EV parking spaces for similar development types. The PUD Amendment is also supported by the Land Use & Character Plan, as it encourages Town support of school development within the Town, keeping up with demand and meeting overall needs of the community. Overall, the application has been found to be reasonable and in the public interest.

Staff Recommendation: ☒ Approve ☐ Deny

Previous Case Related Items

Neighborhood Meeting
The applicant must hold a neighborhood meeting with all property owners within 500 feet of the project prior to submitting an application. A report of the neighborhood meeting has been submitted and is included in the agenda item attachments.

Meeting Date: 7/15/2025
Summary of Issues: No attendees present.

Legislative Public Hearing

Legislative Public Hearing

Prior to the Legislative Public Hearing:

- Mailed notice has been sent to all property owners within 500 feet of the project.
- Published notice has been made twice in the News & Observer.
- Posted notice has been made with a public hearing sign on the property.

Town Council Decision: Legislative Decision

Legislative Decision:

Legislative public hearings are held prior to a change in policy that may affect the entire community, including decisions on land use. The public hearing allows the Town Council to receive public comments regarding the proposal and then have discussion and deliberation. Based on the information provided on the proposal, the Town Council will make a determination on whether or not to approve the policy or modification.

Action #1: Hold Legislative Public Hearing

Action #2: Zone Map Amendment (Rezoning)

The PUD Amendment (Rezoning) for Holly Springs Business Park will be forwarded to the Planning Board for review and recommendation.

Next Steps

Planning Board Consideration & Recommendation

Advisory Decision

The Planning Board will review the proposed Zone Map Amendment (Rezoning) at the 9/23/2025 meeting and make a recommendation to the Town Council.

Anticipated Town Council Consideration and Decision: 10/21/2025

REZONING PETITION

Rezoning, Comprehensive Plan Amendment, UDO Amendment

DPM Appendix #A.02 Supplement 20 September 2024

PETITION CONTACT INFORMATION *(Attach additional sheets if needed)* **Applicant and Financially Responsible Party will need to register for an account on the Portal.**	
Project Applicant Check One: ☑ Owner ☐ Owner's Agent ☐ Design Professional ☐ Developer ☐ Other	
Name: Bruce Friend	Company: Pine Springs Foundation, LLC
Mailing Address: 220 Rosewood Centre Drive	
City, State, Zip: Holly Springs, NC 27540	
Telephone: 919-439-9448	E-Mail: bfriend@pinespringsprep.org
Design Professional	
Name: Andrew Petty	Company: Curry Engineering
Mailing Address: 205 S Fuquay Avenue	
City, State, Zip: Fuquay Varina, NC 27526	
Telephone: 919-552-0849	E-Mail: andy@curryeng.com
Developer	
Name:	Company:
Mailing Address:	
City, State, Zip:	
Telephone:	E-Mail:
Architect	
Name:	Company:
Mailing Address:	
City, State, Zip:	
Telephone:	E-Mail:
Landscape Architect	
Name:	Company:
Mailing Address:	
City, State, Zip:	
Telephone:	E-Mail:
Financially Responsible Party (REQUIRED)	
Name:	Company:
Mailing Address:	
City, State, Zip:	
Telephone:	E-Mail:
Property Owner (REQUIRED)	
Name:	Company:
Mailing Address:	
City, State, Zip:	
Telephone:	E-Mail:

HOLLY SPRINGS
North Carolina

REZONING PETITION

Rezoning, Comprehensive Plan Amendment, UDO Amendment

DPM Appendix #A.02 Supplement 20 September 2024

PETITION TYPE – each request must be a separate application in the Portal	
☐	Zoning Map Change – General Use District
☐	Zoning Map Change – Conditional Zoning District ☐ Option 1 Plan: Development Plan or Subdivision Plan (Preliminary Plat) ☐ Option 2 Plan: Master Plan
☐	Comprehensive Plan Amendment ☐ Text Amendment ☐ Future Land Use Map Amendment ☐ Small Area Plan Map Amendment
☐	UDO Text Amendment – UDO Section:

PROJECT INFORMATION https://www.hollyspringsnc.gov/742/Maps	
Project Name	420 Green Oaks Pkwy
Project Location *Use street address. If none, use closest intersection*	420 Green Oaks Pkwy
	☑Within Corporate Limits ☐ Within Holly Springs ETJ ☐ Pending Annexation
PIN(s)	0649120574, 0649125359
Real Estate ID	0347152, 0498522
Project Acreage	14.8 ac Partial Parcel? ☐ Yes ☑ No
Current Zoning	Planned Unit Development (PUD)
Proposed Zoning	Planned Unit Development (PUD)
Current Future Land Use Designation	Business & Industrial
Proposed Future Land Use Designation	Business & Industrial
Small Area Plan Designation *(if applicable)*	
Special Study Scoping Meeting Dates	
Sketch Plan Review *(pre-submittal)* Meeting Date:	
Neighborhood Meeting Date:	July 15, 2025

CERTIFICATE OF COMPLETION

I certify that all information presented in this petition is accurate to the best of my knowledge and belief.

Signature of Applicant: [signature] Date: 8/27/25

PLAN CONSISTENCY STATEMENT

Describe how the proposed Zone Map Change request is consistent or supported by the objectives and policies of *Vision Holly Springs: Town of Holly Springs Comprehensive Plan* and how it is inconsistent with the Plan.
You must respond to each section. Please use additional sheets as needed.

PLAN CONSISTENCY STATEMENT

In accordance with NCGS §160D-605 when adopting or rejecting any Zoning Map Amendment or UDO Text Amendment, the Town Council must approve a brief statement describing whether its action is consistent or inconsistent with an adopted comprehensive or land-use plan. In addition, a statement analyzing the reasonableness of a proposed Zoning Map Amendment shall be approved by the Town Council. This statement of reasonableness may consider, among other factors:

- The size, physical conditions, and other attributes of the area proposed to be rezoned
- The benefits and detriments to the landowners, the neighbors, and the surrounding community
- The relationship between the current actual and permissible development on the tract and adjoining areas and the development that would be permissible under the proposed amendment
- Why the action taken is in the public interest
- Any changed conditions warranting the amendment.

Please provide detailed documentation to assist the Council in making their determination.

EXECUTIVE SUMMARY

See attached Sheet

SECTION 1: LAND USE & CHARACTER

See attached sheet

SECTION 2: COMPREHENSIVE TRANSPORTATION PLAN

Development done within the Innovation and Institutional District will be mitigated by installation of specific traffic ' patterns for traffic during educational hours, dedicated turn lanes, separate driveways for students and for staff, and staggered schedules for different education levels. The proposed district must adhere to the attached concept plan. The concept plan provided illustrates how vehicular staking for a 1,000 student school will provide the entire high demand queue length on the property and not back up into the Green Oaks Parkway right of way.

SECTION 3: PARKS, RECREATION

This amendment to the Holly Springs Business Park provides no change to the requirements set forth in the Holly Springs Business Park Planned Unit Development (PUD) plan in regards to parks, recreation and open space.

Executive Summary

The purpose of this PUD amendment is to provide an additional condition to the previously approved 01-PUD-03-A04 / PLPUD202400133 Holly Springs Business Park PUD Major Amendment. The purpose of the previous amendment was to create an Innovation and Institutional District within the Holly Springs Business Park which would allow for creative uses that are not currently found within the park.

During the design development and implementation of the new Innovation and Institutional District it became evident that one particular component of the Town of Holly Spring's Unified Development Ordinance (UDO) did not appear to be to consider these uses when determining the requirement thresholds. UDO section 6.6 – Electric Vehicle (EV) Parking Spaces requires every non-residential and lodging uses to provide 5% of the total required parking to be EV spaces and 15% of the total parking to be EV Ready parking. While it is not uncommon for municipalities to have electric vehicle parking requirements, by having only one threshold for the EV parking standards, this requirement puts a hardship on institutional uses that have larger parking areas dedicated to temporary and particular users.

As a comparison, the Town of Apex the followings standards when it comes to electric vehicle parking provided that over 19 spaces are provided.

Table 8.3-9: Electric Vehicle Charging Space Requirements

Use	Minimum Number of Required EV-Ready Spaces	Minimum Number of Required Electric Vehicle Charging Spaces
Multi-family or apartment	30% of all required motor vehicle spaces	15% of all required motor vehicle spaces
Government Service	15% of all required motor vehicle spaces	3% of all required motor vehicle spaces
Commercial Uses	15% of all required motor vehicle spaces	3% of all required motor vehicle spaces, provided the minimum motor vehicle parking requirement is at least 100 spaces.
Office, business or professional	15% of all required motor vehicle spaces	3% of all required motor vehicle spaces
Office: Coworking Space	15% of all required motor vehicle spaces	3% of all required motor vehicle spaces
Office: Call Center	15% of all required motor vehicle spaces	3% of all required motor vehicle spaces
Hotel or motel	30% of all required motor vehicle spaces	10% of all required motor vehicle spaces
Industrial Uses	15% of all required motor vehicle spaces	3% of all required motor vehicle spaces
Park, active or passive	15% of all required motor vehicle spaces	2% of all required motor vehicle spaces
Parking Structure	15% of all required motor vehicle spaces	3% of all provided motor vehicle spaces
Parking Structure (School, public or private: Elementary, Junior, or Senior)	-	2 spaces
School, public or private: Elementary or Junior	-	3% of all required spaces that are provided in an off-street surface lot
School, public or private: Senior	-	1% of all required spaces that are provided in an off-street surface lot

As a second comparison, The 2021 International Green Construction Code, requires International Building Code (IBC) Occupancy Group A, B, E, F, I, M, and S buildings, not less than 4% of the total number of parking spaces or not less than 8% of designated employee only parking spaces shall be EV-Ready spaces where 20 or more on-site vehicle parking spaces are provided.

Section 1: Land Use & Character

The Holly Springs Business Park was created years ago with a goal to attract large, well-positioned businesses to the area. The land use of business and industrial was intended to be a central hub for talent in the town. The district was created to bring in large scale, single tenant office and industrial buildings and smaller, multi-tenant office and industrial buildings that are clustered and may support and serve one another. This was the goal in 2001 when the Holly Springs Business Park was planned and it remains the goal of the Town in 2024.

Over the years, as the Town of Holly Springs has grown and evolved, it has seen the business park grow and evolve with the addition of large biopharmaceutic companies such as Seqirus, FUJIFILMS, and Catalyst BioCampus corporations all calling the business park home. The addition of Rovisys and Ferguson Plumbing have helped pave the way to creating a true mixture of office, industrial, and commercial uses in the Holly Springs Business Park. The creation of the Innovation & Institution District is designed to strengthen and help build on the mix of uses to help serve one another within the the business park. The district provides existing businesses with an immediate talent pool that can be brought into the work force to gain real world experiences at an early age. It does this by providing an option for facilitates within walking distance to the companies they will support. Community character includes blending uses that support one another in one area. By providing an Innovation and Institution District to an already robust business district, the Town will allow uses that will help support and strengthen the business and industrial community which will help the town fulfill their future land use targets such as Encouraging Use of the Land Use and Character Plan in Everyday Decision- Making (FLU-1), Add Infrastructure Capacity and Increase Services to Keep Pace with Development (SI-1), Capitalize on Strategic Partnerships (SI-3) and Safeguard Access to Quality Edcuation (SI-11).

While this PUD amendment deliveries on several of the Town's specific requirements of the Land Use and Character Plan, more than any other goal, the amendment embodies the recommendation to Build a Community Attractive to Today's Business and Their Employees (FLU-14). This recommendation affirms that today's office parks are being replaced with mixed use campuses with diverse uses geared around creativity and innovation. With the allowance of educational facilities and the shifting of research and development laboratories to allowed uses from special exception uses, the Innovation and Institution District provides a district where creativity and innovation take a front seat to the older way of doing business.

SECTION 4: COMMUNITY FACILITIES

While this property is private property, educational uses are committed to being a community asset for the Towns and communities they serve. Traditionally school facilities have been made available to local community organizations such as the Boy Scouts of America, churches, Holly Springs Parks and Recreation, community sports, and theater productions. Being located in a business park would allow partnerships with the surrounding companies would allow an opportunity to offer on job training sessions and summer internships

SECTION 5: INFRASTRUCTURE & UTILITIES

While the surrounding infrastructure and utilities in the business park are robust and have been designed to accommodate the uses in the PUD, as part of this amendment, the applicant is committed to providing analysis to ensure they are adequate and not creating any adverse impacts impacts to roadways and utilities. This project is subject to the Town's Water Resources Management Policy and is considered to be a Priority Level 1. A hydraulic water model will be provided at development petition submittal.

SECTION 8: NATURAL RESOURCES

All streams and natural resources on site are being preserved to the maximum extent practical. Streams are buffered, impacts will be minimized and permitted through state and federal agencies. Natural perimeter buffers that were established as part of the Holly Springs Business Park PUD are being maintained in their entirety. USACE & NCDENR impact permits were obtained for the previously approved project and no additional impacts are anticipated.

STATEMENT OF REASONABLENESS

The amendment to this rezoning is reasonable and in the best interest of the public as it creates flexibility for institutional uses with in the business park while still adhering to the Town of Holly Springs Comprehensive Land Use Plan.

PUBLIC BENEFITS STATEMENT

A written statement that demonstrates how the proposed Project provides sufficient benefits to the general public. Public benefit may include:

1. Infrastructure improvements such as improvements to existing Streets, intersections, medians, Sidewalks, greenways, sidepaths, pedestrian crossings, and public utilities.
2. Publicly accessible Open Space such as Parks and Playgrounds, dog parks, Urban Civic Spaces, Plazas, Squares, public art, and similar outdoor amenities.
3. Sustainable design and/or architecture such as adaptive reuse of existing buildings, preservation of significant on-site environmental features, on-site renewable energy generation, compliance with established standards such as Leadership in Energy and Environmental Design (LEED), Energy Star, Earthcraft, etc., or other actions that further sustainability of the project.
4. Additional public benefits not listed above may be considered by the decision-making body.

Pine Springs Preparatory Academy (PSPA) is committed to being a community asset and public benefit for the residents of the Town of Holly Springs. Traditionally school facilities have been made available to local community organizations such as the Boy Scouts of America, churches, Holly Springs Parks and Recreation, community sports, and theater productions. Being located in a business park would allow partnerships with the surrounding companies would allow an opportunity to offer on job training sessions and summer internships. PSPA currently has an agreement with the Town to allow use of their middle school facilities and plans to continue to expand upon that relationship with this rezoning.

NEIGHBORHOOD MEETING REPORT

A Neighborhood Meeting is required to occur prior to your submittal. The requirements for this meeting can be found in section 11.5 of the Unified Development Ordinance (UDO). The Neighborhood Meeting shall take place no more than 12 weeks prior to the application date and can be held virtually. A copy of the Neighborhood Meeting Notice must be sent to DSIntake@hollyspringsnc.gov prior to mailing for review and approval along with a copy of the mailing list.

Notification of Owners:

1. The Petitioner (or agent) shall prepare a Neighborhood Meeting Notification to be sent via first class mail to the owner(s) of the land specified on the petition within a 500' radius of the subject property. Mailing notices shall include surrounding property owners and property owner's association (or equivalent), and the Town of Holly Springs (Attn: Development Services). Where the tax records reflect a mailing address for an owner of property to be different than the address of the property owned, notification shall also be mailed to all addresses of the property itself, including apartment or suite addresses.
2. The notice shall include the date, time and location of the Neighborhood Meeting, the name of the Petitioner and the location of the proposed request (address, tax property, identification number or metes and bounds description), and an explanation of the nature of the request.
3. The notice shall be mailed not less than ten (10) days nor more than twenty-five (25) days before the date of the Neighborhood Meeting.

NEIGHBORHOOD MEETING INFORMATION	
Meeting Date:	July 15, 2025
Meeting Time:	4:00 PM - 5:00 PM
Meeting Location:	PSPA Middle School

CONDUCT OF MEETINGS *(Attach additional sheets if needed)*

At the Neighborhood Meeting, the Petitioner shall explain the proposal and petition, answer any questions, respond to concerns neighbors have about the petition and proposed resolutions to these concerns. Town Staff will not attend the Neighborhood Meeting.

Summary of Issues:

No one attended the meeting aside from Bruce Friend of PSPA and Andy Petty of Curry Engineering Group.

Changes made to the Petition as a result of the meeting:

No changes made.

Additional attachments required:

- A listing of those persons and organizations that were sent notification about the Neighborhood Meeting.
- A copy of the signed attendance list that includes the names and addresses of those in attendance.
- A copy of the mailed notice.

Preparer's Signature: Date: 08/27/2025

Pine Springs
PREPARATORY ACADEMY

To: Neighboring Property Owner

From: Pine Springs Preparatory Academy

Date: July 3, 2025

Re: Notice of neighborhood meeting to discuss an amendment to the Holly Springs Business Park Planned Unit Development (PUD) Innovation and Institutional District, to modify electric vehicle parking standards within the previously approved PUD, applicable to properties with PINS: 0649120574 & 0649125359

We plan to hold a neighborhood meeting ahead of a PUD amendment submittal for the properties located at 0 & 420 Green Oaks Parkway, Holly Springs, NC 27540. Pursuant to Section 11.5 of the Unified Development Ordinance for the Town of Holly Springs, all property owners within a 500 ft. radius of the following proposed development are receiving this notice.

The purpose of this meeting is to discuss why we are pursuing this PUD amendment and gain feedback from the surrounding property owners. It should be noted, this amendment will only apply to the aforementioned properties, and no other properties within the Holly Springs Business Park will be impacted. Enclosed herewith is a general map showing the subject properties as well as the location of the properties on the original HSBP PUD Master Plan.

The below represents the pertinent information on the neighborhood meeting.

Neighborhood Meeting Details

Location: Pine Springs Preparatory Academy
1729 N. Main St., Holly Springs, NC 27540

Date: July 15, 2025

Time: 4:00pm – 5:00 pm

Should you have any questions or concerns please feel free to contact Bruce Friend (PSPA Head of School) at 919.439.9448 / bfriend@pinespringsprep.org or our consultant, Andy Petty (Curry Engineering Group) at 919.552.0849 / andy@curryeng.com

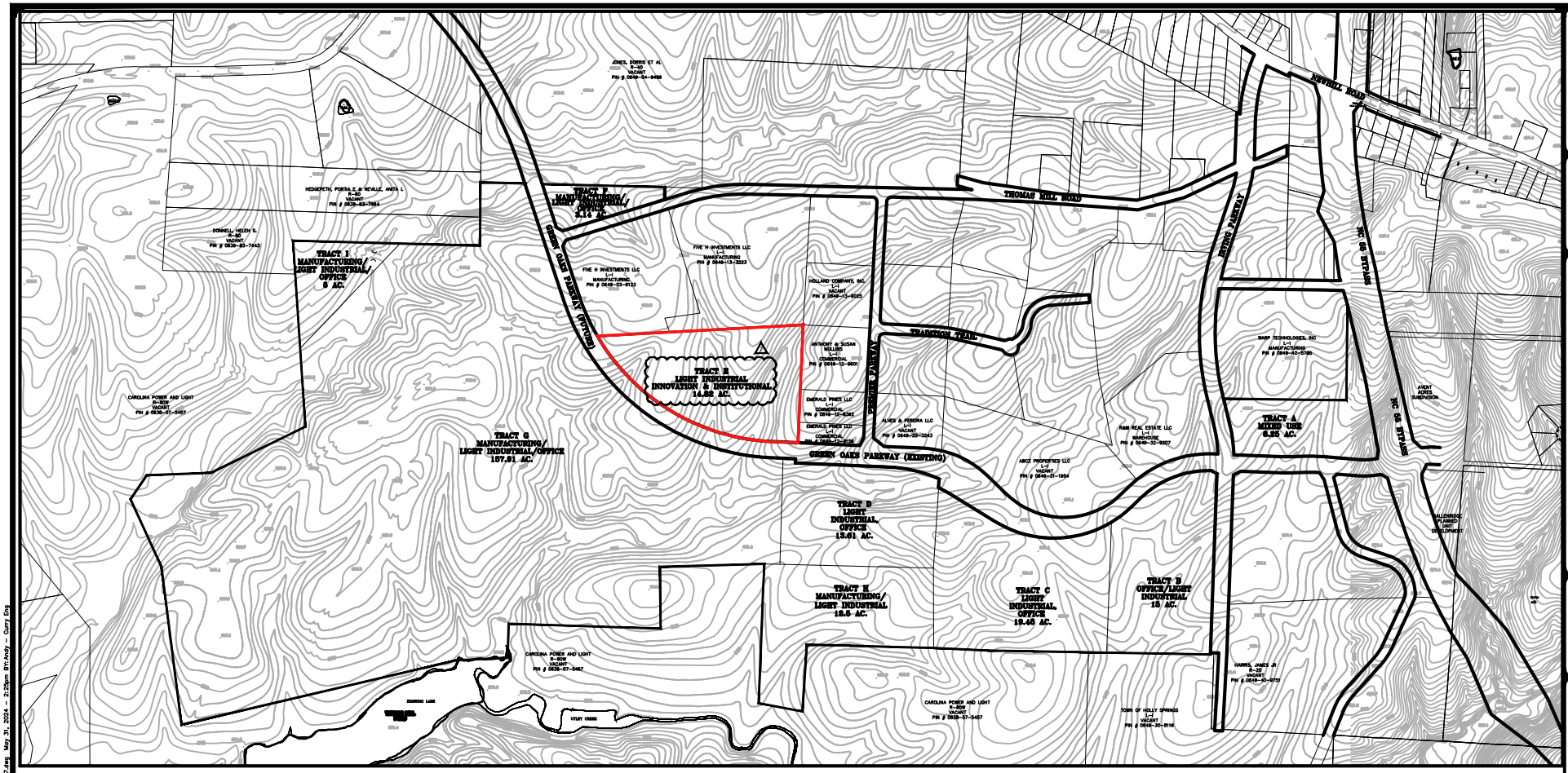
N

0 50 800 1,600

1 inch equals 800 feet

Disclaimer

*iMaps makes every effort to produce and publish the most current and accurate information possible. However, the maps are produced for information purposes, and are **NOT** surveys. No warranties, expressed or implied ,are provided for the data therein, its use,or its interpretation.*



" DETAILED DISTRICT CRITERIA IS FOUND IN THE HOLLY SPRINGS BUSINESS PARK PUD ZONING BOOK "

Total PUD Acreage:	249.68 Acres

GRAPHIC SCALE

THIS IS NOT A CERTIFIED DOCUMENT AS TO THE ORIGINAL DOCUMENT, BUT ONLY TO THE CHANGES THAT HAVE OCCURED AS PART OF REVISION 7 AS SHOWN INSIDE THE CLOUDED AREAS. CURRY ENGINEERING CERTIFIES ONLY THE CHANGES THAT ARE SHOWN INSIDE THE CLOUDED AREAS AND NOTHING SHOWN PRIOR TO REVISION 7 OR THE ORIGINAL DOCUMENTS.

AMENDMENT ENGINEER
CURRY ENGINEERING GROUP, PLLC
205 SOUTH FUQUAY-VARINA
FUQUAY-VARINA, N.C. 27526
Contact: Andrew Petty, PE
P: (919) 552-0849
e-mail: andy@curryeng.com

REVISION / DATE
1. BY MANAGING DEVELOPER — 8-17-09
2. REVISED AS REQUESTED BY MANAGING DEVELOPER — 9-14-09
3. REVISED AS REQUESTED BY MANAGING DEVELOPER — 2-26-11
4. REVISED PER TOWN OF HOLLY SPRINGS COMMENTS — 09-09-11
5. REVISED AS REQUESTED BY PROPERTY OWNER — 06-25-14

S&N SPAULDING & NORRIS, PA
Design Consultants
972 Trinity Road
Raleigh, North Carolina 27607
Phone (919) 854-7900 Fax (919) 854-7925

PREPARED FOR: TOWN OF HOLLY SPRINGS
DATE: MAY 28, 2011
FILE NO.: 236-00
DESIGNED BY: DSM
DRAWN BY: RMK
APPROVED BY: DSM

Holly Springs Business Park
HOLLY SPRINGS, NORTH CAROLINA

MASTER PLAN

DRAWING SHEET
C-7.0

PROJECT NUMBER
236-00

Z:\Projects Folder-Zeulon\2023\2023-066 PSFA, High School - Holly Springs\Plans\PUD Amendment\236000007.dwg, May 31, 2024 - 2:23pm, BY:Andy - Curry Eng

Curry ENGINEERING

MEETING SIGN-IN SHEET

Project:	HSBP – Neighborhood Meeting	**Meeting Date:**	July 15, 2025
Facilitator:	Andrew Petty / andy@curryeng.com / 919.552.0849	**Place/Room:**	PSPA Middle School

Name	Address	Phone	E-Mail
Andy Petty	205 S. Fuquay Ave.	919-552-0849	andy@curryeng.com
Bruce Friend	220 Rosewood Center Drive	919-802-0832	brfiend@pinespringsprep.org

Holly Springs Business Park
Planned Unit Development

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Planned Unit Development Intent and Compatibility Statement

The Holly Springs Business Park PUD was originally intended to accommodate various types of business uses in accordance with the Ten-Year Comprehensive Growth Plan. Since it's creation, a large portion of the Holly Springs Business Park has become subject to several agreements between the Town and Novartis Vaccines and Diagnostics, Inc. ("Novartis V&D").

The Holly Springs Business Park PUD is located in an area that is home to many businesses and industries. The PUD is designed to accommodate future uses that compliment or enhance existing adjacent uses. The proposed business park will provide opportunities for retail, office, warehousing, and manufacturing uses, consistent with the Town of Holly Springs goals and policies particularly biopharmaceutical manufacturing. The property is currently surrounded by vacant parcels of land that are designated for commercial, business and industrial uses in the comprehensive growth plan, except for the Progress Energy lands to the west and south that are not currently slated for development by the company. The PUD is intended to continue to permit, accommodate and accomplish the purposes of the agreements between the Town and Novartis V&D, while updating the original uses and design of the business park in light of the economic development and development agreements.

The Comprehensive Growth Plan includes several policies that this PUD addresses.

Economic Development:

Policy 1: The Town shall recruit industry, which positively affects the tax base and creates jobs.

Policy 2: The Town shall continue to pursue economic development funds from grants or other sources, to enhance the existing business park and to expand development opportunities in other areas.

Policy 3: The Town shall utilize its incentive plan to assist in attracting new industrial development.

Policy 4: The Town shall work with the Chamber of Commerce to support recruitment, retention and expansion, and retail and professional services for the community.

Policy 5: The Town shall work with the Chamber of Commerce, Realtors, land owners, developer and others to market commercial and industrial properties.

Policy 6: The Town shall support the efforts of not-for-profit economic and community development corporations to broaden and increase economic activity.

Land Use:

Policy 1: The Town shall encourage the incorporation of existing natural features such as wooded areas and slopes, into the design of all new developments to preserve natural character.

Policy 6: The Town shall designate areas that will offer employment opportunities within the community.

Transportation Policies:

Policy 1: The Town shall pursue the construction of divided median thoroughfares in order to ensure safe and more efficient movement of traffic and provide aesthetic appeal to the Town's roadway network.

Policy 2: Subdivisions shall be designed in a manner that (1) promotes interconnectivity and (2) create a safe pedestrian environment and encourages pedestrian traffic, and (3) complies with the Thoroughfare Plan and Town ordinances and policies.

Policy 9: The Town shall encourage all new roads to be built to accommodate and encourage pedestrian and bicycle activity.

The Town of Holly Springs will benefit from this PUD by having the property more advanced in the planning and development phase as well as from having an area with unification of design consistency, particularly with respect to signage. Master planning supports amenities such as the greenway path along Green Oaks Parkway. Working with the Town, the owners have identified permitted uses that are consistent with the Town's goals and policies.

Holly Springs Business Park
Planned Unit Development

Innovation & Institutional District

A. Permitted Uses,

1. Primary Uses.
   a. Offices (professional, public)
   b. Public Buildings, facilities
   c. Flex space (Flex space is a term used to describe a building product that provides space for several (one or more) occupants. The design of the individual units allows for office, retail, wholesale, research, storage, and small-scale manufacturing operations to customize the interior of their unit to meet their business needs. Flex space buildings could include buildings with roll-up doors or high dock doors. All or a portion of the building space may be heated or cooled.)
   d. Manufacturing (No outdoor storage or sales of materials or products. No use that allows for the emission of smoke, odor, vibration, excessive noise.)
   e. Distribution Centers
   f. Research & Development Laboratories

2. Permitted with Additional Standards.
   a. School (Commercial, Trade, or Business).
   b. School (K-12)

3. Special Exception Uses.
   a. Transmission Towers
   b. Child care facilities

4. Accessory Uses. See Town of Holly Springs UDO Section 3.4 – Accessory Structures and Uses.

5. Temporary Uses.- See Town of Holly Springs UDO Section 3.5 – Temporary Uses,

B, Development Standards,

1. Minimum Yards and Building Setbacks

   a. Front - a minimum front yard and minimum building setback measured from the greater of the proposed right-of-way or existing right-of-way shall be provided as follows:

Green Oaks Parkway	30 feet
Irving Parkway	30 feet
Thomas Mill Road	30 feet
Premier Drive	20 feet

   b. Minimum Side Yard and Setback - shall be provided from the lot line as follows for the primary buildings:

Side Setback	10 feet
Side Setback adjoining developed residential	25 feet

Minimum Rear Yard and Setback - shall be provided from the lot line as follows:

Rear Setback	10 feet
Rear Setback adjoining developed residential	25 feet

2. Use of Minimum Setbacks-
   a. Minimum Front Setbacks- No structures or parking areas, with the exception of driveways are to be located within the front setback.
   b. Minimum Side and Rear Setbacks- May include interior access driveways, walkways, or greenways connecting to adjoining lots provided the remainder of the setback area shall be maintained without encroachment from buildings or parking. In cases with a shared interior access driveway the setback shall be 5 foot for parking and 10 foot for buildings fronting the back of curb of interior access. All plant material displaced by the interior driveway shall be planted on the same site.

3. Maximum Building Height
   a. Primary Building- 75 feet; No portion of any building located within the first 50 feet from a front lot line shall be in excess of 45 feet.
   b. Accessory Building 45 feet

4. Parking and Loading - See Town of Holly Springs UDO Section 6 - Parking.

5. Signs - See Town of Holly Springs UDO Section 9 Signs.

6. Outdoor Operations - shall be permitted, subject to the following regulations where indicated:
   a. Outdoor storage - Sec UDO Section 3.4.3, F Outdoor Storage

7. Landscape Requirements - Landscape regulations and landscape plan shall be in compliance with UDO Section 5 – Landscaping with the exception as listed below:
   a. Perimeter buffers shall be required in compliance with the HSBP PUD landscaping regulations. UDO Section 5.3.1 Perimeter Buffers shall not apply.

8. Open Space- Each legal parcel or combination of parcels owned by a single landowner is to provide a minimum of 10% open space to meet the Town's PUD Open Space requirements. The open space requirement under the HSBP-PUD may be satisfied by the use of any unpaved land designated for passive or active recreational purposes suitable to the proposed development, which shall include any and all environmental buffers.

C. Architectural and Site Design Review.

   a. Properties designated as Mixed-Use shall follow the Architectural and Site Design Requirements set forth in the Town of Holly Springs UDO Section 8 Building, Site & Subdivision Design Standards.
   b. All properties within the HSBP- PUD must comply with any recorded covenants established for the HSBP. When such covenants are in conflict with UDO Section 8, Architectural and Site Design Requirements, the recorded covenants shall be followed. The Town of Holly Springs shall not be under any obligation to enforce any regulation other than the Towns Unified Development Ordinance.

D. Additional Standards

a. The following conditions are applicable to uses: School (Commercial, Trade, or Business) and School (K-12).

i. Uses applicable in this section shall meet the criteria set forth in the Town of Holly Springs UDO Section 3.3.6 Public and Institutional Uses – Additional Use Provisions. Exceptions to 3.3.6 are listed below:
   a. Perimeter buffers shall follow the approved perimeter buffers per the HSBP Landscape Regulations.

ii. Student queuing and stacking for carpools shall be sufficient to demonstrate no queuing within a public right of way.

iii. Any school shall only apply to Tract E as shown on C7.0 of the Holly Springs Business Park Master Plan.

iv. Any school will follow the Perimeter buffers as shown on sheet C8.0 and the master plan. All other landscape regulations shall adhere to UDO Section 5.

v. Any school will meet the Additional Infrastructure Requirements except for B. Traffic Impact Analysis, where the Traffic Impact Analysis shall be required as development plans/site plans are submitted.

vi. Outdoor spaces such as plazas, gathering areas with benches, picnic tables for outdoor dining, and other outdoor areas for students to utilize during breaks or during school activities shall be provided with in proximity to any educational building. Minimally, two outdoor spaces shall be provided around any educational building.

vii. All uses shall apply with Additional Site Design Requirements of the HSBP PUD with exceptions as outlined below:
   a. Barbed wire fencing is prohibited
   b. Parking along Green Oaks Parkway frontage shall be limited to one bay of parking (a maximum of 65 feet in depth perpendicular to the street).

viii. Any school shall meet the parking standards of Chapter 6 of the Town of Holly Springs UDO, with the exception of the following:
   a. Percentage of parking for electric vehicles (EV) shall be based on parking required for staff and visitors only. Student parking shall be excluded from required EV parking requirement calculations

ix. Any school will follow the intent of the plan labeled Innovation & Institutional District Concept Plan in the Holly Springs Business Park PUD Regulations.

SUMMARY TABLE

PROPOSED ZONING	PUD
SITE AREA	14.82 AC
STAFF & VISITOR PARKING PROVIDED	106 SPACES +/-
STUDENT PARKING PROVIDED	205 SPACES +/-
CARPOOL QUEUE LENGTH PROVIDED (DOUBLE LANES)	4,674 FEET +/-
CARPOOL EXIT QUEUE LENGTH	510 FEET +/-

GENERAL NOTES:

1. THE DRAWING IS COMPRISED OF EXISTING CONDITIONS SURVEY FROM ORIGINAL SCHOOL CONSTRUCTION, DESIGN PLANS FOR ELEMENTARY SCHOOL & DESIGN PLANS FOR MODULAR CLASSROOMS. THIS PLAN SHALL NOT BE USED AS AN EXISTING CONDITIONS SURVEY FOR CONSTRUCTION.
2. PROPERTY BOUNDARY SHOWN PER EXISTING SURVEY DRAWINGS.
3. CONCEPT PLAN IS FOR INTENT PURPOSES ONLY. SPECIFIC SITE ELEMENTS MAY CHANGE DURING FURTHER DEVELOPMENT OF DEVELOPMENT PETITION PLANS AND CONSTRUCTION DRAWINGS.

LEGEND:

- PROPERTY BOUNDARY
- PERIMETER BUFFER
- TREE PRESERVATION AREA
- OPEN AREAS
- DEDICATED OPEN SPACE
- CARPOOL TRAVEL WAY
- PEDESTRIAN PATH
- BUILDING AREA
- VEHICULAR PATHWAYS & PARKING AREAS
- STORMWATER MANAGEMENT AREAS

SEMI-OPAQUE BUFFER - TYPICAL 30' WIDTH
10 SHURBS PER 100 LF
3 TREES PER 100 LF
40% EVERGREEN REQUIRED

SCALE: 1 IN = 40 FT
40' 20' 0 40' 80'
SCALE IN FEET HORIZONTAL

REVISIONS		
A	10/18/2024	TOWN OF HOLLY SPRINGS COMMENTS
B	10/18/2024	TOWN OF HOLLY SPRINGS COMMENTS
C	10/25/2024	TOWN OF HOLLY SPRINGS COMMENTS
D	11/06/2024	TOWN OF HOLLY SPRINGS COMMENTS

STATUS
ISSUED FOR REVIEW

DATE: JUNE 27, 2024 | HORZ. SCALE: 1" = 40'
FILE NO. 2023-066 | ORIG. SHEET SIZE: 24 x 36

PROFESSIONAL'S SEAL

CONSULTANT
Curry ENGINEERING
NC LIC. NO. P-0799
205 S. Fuquay Avenue, Fuquay-Varina, NC 27526

CLIENT
PINE SPRINGS PREPARATORY ACADEMY
220 Rosewood Center Drive
Suite 200 Holly Springs, NC 27540
919-439-9448
Contact: Bruce Friend

PROPERTY INFORMATION
ADDRESS: 420 GREEN OAKS PARKWAY
OWNER: SKIE PROPERTIES TWO, LLC
PIN: 0649120574 / 0649125359
REID: 0347153 / 0498522
ZONING: PUD

INNOVATION & INSTITUTIONAL DISTRICT CONCEPT PLAN
PINE SPRINGS UPPER SCHOOL
OVERALL CONCEPT PLAN

C-1.0

Z:\PROJECTS FOLDER\ZEBU\ONGOING\2023\2023-066 PSPA HIGH SCHOOL - HOLLY SPRINGS\PLANS\CONCEPT PLAN\C-2.0 OVERALL CONCEPT PLAN.DWG
PLOTTED: 9/27/2025 9:43 AM

Additional Infrastructure Requirements

A. Environmental

Delineation of wetland and environmental areas for the specific property and the road right-of-way providing access to the property and adjacent to the property must be submitted with each Development Plan Submittal.

B. Traffic Impact Analysis

Traffic impact analysis may be required as development plans/site plans are submitted.

C. Drainage Study

Drainage studies may be required as development plans/site plans are submitted.

Criteria for Establishment of Covenants and Property Owner's Association

A draft of the proposed covenants which create a homeowners association for the maintenance of all privately owned common areas and recreational facilities, including, but not limited to, streets, parking areas, easements and the like and / or preliminary drafts of and proposed declarations to be recorded pursuant to the Condominium Act, NCGS Chapter 47C. (The Town will not be responsible for insuring that the covenants are subsequently made effective by the applicant or that the covenants are subsequently enforced.)

Covenants for the Holly Springs Business Park Planned Unit Development shall be prepared by the first major developer within the boundaries of the PUD. Such covenants may include specific requirements regarding architectural design and building materials; signage; and landscape design and materials.

Property owners in the PUD may meet their open space requirements individually or in concert with other property owners. In the event that one or more owners establish common or shared open space to meet their open space requirement, a property owner's association, pursuant to the North Carolina Planned Community Act (NCGS § 47F., et.seq) shall be required to perpetually maintain such open space within the boundaries of the PUD. At the time that such Property Owner's Association is created, parcels greater then 60 acres may opt out of the property owner's association.

The Town of Holly Springs shall not be charged with the enforcement of the provisions contained within the Covenants or the affairs of the Property Owner's Association.

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 17.

New Business
Title: Microtransit Service Contract
Strategic Priority Area: Growth Management & Economic Vitality
Staff Resource: Chris Hills, Development Services, Chris Garcia, Development Services

Action(s):

- Authorize the Town Manager to negotiate and execute a contract for microtransit services with BeeFree, Inc. in a full first year amount of $457,000 with a maximum of 3% cost increases in subsequent years during the contract period.
- Approve the budget amendment included in the packet and authorize the Town Manager to accept and execute a CAMPO grant for microtransit services.
- Amend the Fiscal Year 2025-26 fee schedule to reflect microtransit rider fares.

Explanation:

- Freebee (also known as BeeFree, Inc.) is the recommended service provider for microtransit services.
- The contract is for three years and begins at $457,000 per year, with a maximum 3% cost increase per year to account for increased operating costs over time.
- Microtransit is a flexible and reliable public transportation service that provides on-demand service.
- Freebee has proposed an operational strategy that provides a turnkey approach to implementation of the service anticipated to begin in January 2026.
- Freebee has demonstrated the necessary experience in similarly sized jurisdictions to successfully implement the service.
- The proposed service model includes:
    - Initial operating days will be Monday through Friday service from 7 am to 8 pm. The service hours will be periodically evaluated to ensure maximum efficiency of vehicles for ridership.
    - Initial fare structure:
        - Within town limits, $2/fare, $1 additional for each rider beyond 2 riders
        - Extra Territorial Jurisdiction (ETJ), $4/fare, $2 additional for each rider beyond 2 riders
        - Senior riders (age 62 or older) fare free
        - Disabled riders fare free
    - Service to all areas within Holly Springs Town Limits and the Town's Extraterritorial Jurisdiction (ETJ) up to 7 miles
    - Three town-branded Mini Van vehicles in operation, and one additional vehicle as a spare. Expected Vehicle Types are Volkswagon ID Buzz and Toyota Sienna (ADA).
    - A custom mobile application for ordering rides.

    - Performance metrics and monitoring.
- A budget amendment is included in the packet to establish the operating budget within the General Fund that includes anticipated fare revenue, CAMPO grant funding, and other General Fund sources.

Background:

- A microtranist service is a recommendation from the Comprehensive Plan, Section 2: Comprehensive Transportation Plan which was adopted by the Town Council in 2022.
- In the summer of 2024, Council requested a briefing on microtransit models and example programs in the Triangle region. Staff presented a potential service model and funding options for a microtransit service to Town Council on February 8, 2025 at the annual retreat. The Town Council authorized staff to proceed with a Capital Area Metropolitan Planning Organization (CAMPO) Community Funding Area Program (CFAP) grant application for microtransit operations and confirmed the desired service area for the town limits and extraterritorial jurisdiction (ETJ). The Town was subsequently awarded the grant to cover 50% of the cost of operations in perpetuity.
- At the March 11th Town Council Workshop, staff presented a Town funding solution for the remaining 50% of the proposed microtransit service. The Town Council provided direction on a potential fare model for in-town, ETJ, elderly, and accessible riders.
- At the April 8th Town Council Workshop, the Town Council confirmed the operating hours of the potential microtransit service.
- The FY 26 budget included funding for a microtransit service.
- On July 1st, CFAP funding for the proposed microtransit service was confirmed with the adoption of the FY2026 Wake Transit Work Plan.
- A Request for Proposals (RFP) was issued in June 2025; proposals were received from seven service providers, and the top three were invited to interview.
- Service providers were evaluated on a number of criteria, including demonstrated experience, proposed service model, and ability to meet the Town's minimum service requirements.
- Freebee was selected as the preferred service provider.
- An overview of the proposed contract with Feebee was presented to the Town Council at the September 9, 2025 workshop.

Funding Source(s):

- Operating Budget - CAMPO Grant / General Fund sources

Attachment(s):

1. 2025-0616 RFP Turnkey Services for Microtransit Operations
2. RFP 2025-0616 Services for Microtransit_Freebee
3. FY26 Budget Amendment Form - Microtransit
4. Holly Springs-FreebeeMSA_TOWN COUNCIL VERSION
5. 25-043 DRAFT HollySprings GenOp Bus Ops ComFund TO005-CQ FY26_Changes
6. Microtransit Service Area Map

TOWN OF HOLLY SPRINGS, NORTH CAROLINA
REQUEST FOR PROPOSALS
RFP# 2025-0616 Turnkey Services for Microtransit Operations
Issue Date: June 16, 2025
Due Date: July 4, 2025 by 4:00 PM

I. PURPOSE

The Town of Holly Springs is requesting proposals for providing a microtransit service to its residents, as identified in the Town's Comprehensive Transportation Plan, included as Attachment A, and invites qualified agencies and firms to respond to this Request for Proposals (RFP).

The agency or firm (the Firm) will provide a logistical strategy for a successful microtransit system and an operational strategy that provides a turnkey approach to implementation. Responses should consider labor, capital, technology, and administrative capacity needed for a successful microtransit service.

The selected agency or firm will be responsible for managing this service. Typical duties include implementing an innovative marketing strategy, communicating with staff liaisons, and operating the required service. The project is discussed in further detail in the Scope of Work and Deliverables sections of this request.

All respondents to this RFP are subject to the instructions communicated in this document and are cautioned to completely review it in its entirety and to follow instructions carefully.

II. BACKGROUND

The Town of Holly Springs is a growing community with a population of over 50,000 residents located near North Carolina's Research Triangle in southwestern Wake County. The Town's corporate limits cover over 20 square miles with an additional 13 square miles in the Town's Extraterritorial Jurisdiction (ETJ), where the Town has zoning and permitting control. The expected service area would cover both the Town's corporate limits and ETJ.

Less than a 30-minute drive to Research Triangle Park, the cities of Raleigh and Durham, and the Raleigh-Durham International Airport, Holly Springs offers convenient access to the region's job centers and amenities while priding itself on providing a high quality of life with small-town character.

Holly Springs has roots dating to the early 1800's and was incorporated in 1877. The Town has experienced strong population growth over the past 30 years, transforming from a rural settlement of around 900 residents in 1990 to the flourishing modern community that it is today with expected growth of more than 500 dwelling units per year for the next several years.

In addition to its reputation for safe, family-friendly neighborhoods, Holly Springs boasts a burgeoning life sciences industry. Seqirus, the nation's largest flu vaccine manufacturer, operates a biomanufacturing facility with more than 550 full time staff in Town. Fujifilm Biotechnologies and Amgen have completed the first phase of their large manufacturing facilities that will employ several thousand full-time staff and are among the largest economic development projects in the state over the past decade. They are under construction for the next phase of their facilities, showing commitment to growth in Holly Springs and increased jobs coming to town.

With these assets in our community, it is imperative that the Town maintains high-quality transportation services which can be relied upon for residents to travel around town. This growth is also increasing the demand for increased public transit services in town.

Holly Springs currently receives transit service via GoTriangle's Route 305, which serves a very small

portion of Town residents as it primarily travels along Main Street. The service's primary focus is providing transportation from Holly Springs to other communities such as Apex, Cary, and Raleigh and therefore does not provide many stops within town for residents who need local transportation. Route 305 operates only during peak periods and until recently (August 2024) only served the Raleigh-focused commuter bringing riders from Holly Springs to Raleigh in the morning and back from Raleigh to Holly Springs in the afternoon. Future upgrades to the service include all day service to Holly Springs and are slated for the fall of 2026.

Given the limitations of Route 305 for servicing riders staying in Holly Springs, the Holly Springs Comprehensive Transportation Plan (CTP) outlined a vision for providing enhanced transit options and services. The first phase of this vision is the implementation of a microtransit service that will familiarize residents with public transit and would provide a much-needed service for residents who lack the ability to drive themselves to medical appointments and other key destinations within town.

III. SCOPE

The Firm should include an operational cost estimate and the ability to fully operate a microtransit service that includes the following service characteristics. Alternative services and deliverables may be proposed on evidence of the need to meet the RFP. RFPs that do not meet all the service characteristics will not be considered.

Service Characteristics

Performance

- Service characterized by flexible, frequent, and reliable shared-ride services with an emphasis on quality of service.
- Service to all areas within Holly Springs Town Limits and the Town's Extraterritorial Jurisdiction (ETJ).
- Optimal performance with a 30-minute maximum wait time.
- Ability to develop a multi-zone microtransit service that restricts rides between them.

Vehicles

- Leasing, maintaining, cleaning, and fueling of vehicle fleet.
- Vehicle provision that ensures safety, cleanliness, and adequate insurance.
- Signage on the interior and exterior of the vehicle must be accommodated. This could include exterior signage such as advertisements or interior signage mandated by FTA.

Schedule

- Provide Monday through Friday service for at least 13 hours per day.
- Ability to launch service within 12 weeks of contract approval.
- Ability to adjust the service (including number of vehicles in operation and days/hours of service) based on assessment of performance by the Town of Holly Springs within a set

minimum and maximum cost of service for the duration of the contract negotiated prior to the launch of the service.

Coordination

- Timely and responsive customer support during all hours of operation.
- Dedicated local field manager.
- Hiring, on-street operations supervision, coordination, service monitoring, and training for operators.
- Routine collaboration with and support services to the Town of Holly Springs, as well as periodic collaboration as needed with additional project partners.

Data

- Ability to generate performance metrics commonly used by transit professionals to determine health of the transit system.
- Comprehensive, clear, ongoing, and real-time performance data collection and provision to the Town of Holly Springs, project partners, and general public, including a data dashboard, in the categories of Ridership, Customer Service and Satisfaction, and Financial Performance.
- The Town of Holly Springs will have full access and ownership of all data associated with the service including robust reporting capabilities with administrative dashboard access.
- Ability to develop a ride-hailing mobile app and webpage that allows for riders to request rides across the service area and pay fares.

Miscellaneous

- Encouragement of shared-ride usage.
- Ability to use the microtransit vehicles for Town special events outside of standard hours of service and microtransit zones.
- Process to ensure operators are fully trained, professional, background checked, and licensed.
- Vendors shall be responsible for adhering to all regulatory policies, permitting requirements, and approvals pre-launch and while operational.
- Ability to collect monetary fare rates to be determined by the Town of Holly Springs.
- Vendors will be required to understand and adhere to all regional, state, and federal regulations including the needs of riders under the Americans with Disabilities Act, and Title VI of the Civil Rights Act of 1964.

Final service delivery type will take into account public feedback and will be coordinated with the selected firm.

Project Management and Coordination

The Firm will manage the service and coordination of any sub-consultants and all project activities including meetings with staff and stakeholder groups. The Firm will identify a project lead from their team to act as the direct point of contact for town staff. At a minimum coordination will include the following:

- Biweekly updates with staff (may occur through video conferencing) for initial startup.
- Monthly meetings with the town staff/working group (may occur through video conferencing) after the services is launched.

Project Structure/Work Plan

The Firm will prepare a detailed work plan with an achievable timeline for the service launch, including the parties responsible for each item. The work plan will outline the overall approach, as well as specific actions and activities that will occur during the project, and how these will result in successful implementation of the project.

Marketing Strategy

The Firm will develop and implement an extensive and innovative marketing strategy that seeks to provide meaningful information to community members of all ages and backgrounds. In addition, online marketing software/tools will need to be utilized to provide a robust and well-rounded marketing strategy. The Firm will facilitate all marketing activities and provide sufficient personnel to run these activities. It is expected that at least one (1) large community open house will be conducted, as well as a variety of smaller outreach events (i.e. pop-up events) unless the Firm's program details an acceptable alternative marketing program. At a minimum, the marketing strategy should address the following:

- Identification of potential rider groups.
- Marketing strategies and activities, tied back to reaching all identified potential rider groups.
- Elected official engagement.
- Timeline for community marketing activities.
- Communication methods for sharing information.
- Strategy for effective and consistent messaging across platforms and messengers.
- Meaningful involvement of low income, elderly, and underrepresented populations.

Additional Work Products

The Consultant will be responsible for the following:

- Draft agendas and summaries with action items for all meetings.

- Creation of maps necessary for the project.
- Electronic copies of all flyers, hand-outs, and other collateral materials, used to announce events and/or provide information to the community.
- Materials needed for community marketing activities.
- Town staff will provide reasonable accommodation for presentation technology and meeting spaces based on existing resources and facilities.
- Creation of, and content for, any online engagement tools utilized as part of this project.

Proposed Project Timeline

It is expected that the service will launch in January of 2026. Responses should include any recommended deviations from this approximate timeline. Proposed timelines should include expected marketing activities as well as consideration of time for Board/Council informational presentations or work sessions, whether throughout the service development or upon service launch.

IV. SCHEDULE

The following table shows the schedule of events for the conduct of this solicitation.

DATE / TIME	EVENT
June 16, 2025	Issuance of RFP by the Town.
June 20, 2025 by 4:00 p.m.	Deadline for respondents to submit written questions.
June 25, 2025 by 4:00 p.m.	Deadline for Town's answers to question submissions.
July 4, 2025 by 4:00 p.m.	Proposals due from respondents.
Early July 2025	Proposal evaluation begins
Late July 2025	Interviews (if applicable)

V. PROPOSAL SUBMISSION INSTRUCTIONS

Proposals must be submitted electronically, via email, to the contact listed below by the response due date. Please reference the solicitation name and number in the email's subject line. Upon receipt, all responses and supporting materials become property of the Town and are subject to public record. Proposals submitted after the stated due date and time will **NOT** be accepted and deemed non-responsive.

To: Purchasing Division at purchasing@hollyspringsnc.gov
Subject: RFP 2025-0616 Services for Microtransit_[Firm name]

Format
Proposals shall be limited to a maximum of 10 single-sided pages in a 12-point font and shall be submitted in a single, digital PDF file containing the content described below.

Content
Proposals must satisfy the criteria outlined below to be responsive to this solicitation.

1. Cover Letter: Provide the legal name, address, and telephone number of the firm along with the designated contact's name, title, email address, and telephone number. Include a statement attesting to the proposal's accuracy and signed by an individual authorized to execute binding legal documents for the firm.

2. Proposed Solution: Provide a proposed solution that meets all service characteristics in the scope section. Proposal pricing must be all-inclusive and cover every fee/cost of the scope/services that the Town will be financially responsible for.

3. Qualifications: A description of the firm(s) with emphasis on work related to Microtransit service implementation and associated marketing activities in communities similar to Holly Springs in size, type, land uses, and key issues. The firm's three (3) most recent projects, as related to the scope in this RFP, on which principal staff that would be assigned to this project has worked. Describe the experience of the key staff members and the anticipated role they will have on this project. Examples of the three (3) most recent projects may be provided via web links.

4. Statement of Project Approach: The approach to be used on this project, including the following information – Overall approach; scope of work; project schedule; project management; marketing strategy or assistance with town-led marketing efforts.

5. Management and Staffing: Provide a detailed outline of the Firm's management plan, including proposed staff, availability, roles/responsibilities. If sub-consultants will be utilized, provide a detailed explanation of the responsibilities of each firm. Identify key individuals to be assigned to this project and include the qualifications and intended responsibility of each of the identified individuals. Provide experience summaries, placing emphasis on previous experience with similar projects in similar roles. Provide resumes of key individuals, including licensure information if applicable. This will not be counted towards the response page limitation.

6. References: Provide a minimum of two (2) references for whom you provided similar services to those described herein. Include a brief project description, the company name, contact name, phone number and email address for each reference.

VI. QUESTIONS INSTRUCTIONS

Respondents shall submit all questions, in writing, to the contact listed below and by the deadline of June 20,2025 by 4:00 p.m. as provided in the schedule. When submitting questions, please reference the solicitation name and number, as well as the page and section, if applicable.

Christopher Ritter-Garcia, Transportation Planner III
RFP# 2025-0616 Turnkey Services for Microtransit Operations
christopher.garcia@hollyspringsnc.gov

VII. RESPONSES TO QUESTIONS & ADDENDA

Responses to question submissions and addenda (if applicable) will be posted the Town of Holly Springs website at the following hyperlink: https://www.hollyspringsnc.gov/2456/Bids-Requests-for-Proposals. It is suggested that you sign up for email updates at the bottom of this page to ensure you receive all relevant information, as it is posted. It is the respondent's responsibility to ensure they have received, reviewed, and understand all posted addenda.

VIII. EVALUATION

Proposals will be reviewed by an Evaluation Committee designated by the Town and per the proposal evaluation criteria defined below. The Committee may engage in discussions with respondents to determine in greater detail the respondent's qualifications, explore the respondent's scope and nature of the required contractual services, learn the respondent's proposed method of performance, and to facilitate contract negotiations.

The Town may, at its discretion, require respondents to furnish presentations to the Evaluation Committee or appear before the Town and/or its representatives for an interview or additional meetings. Respondents will be notified in advance of the time and format of such meetings, if applicable. Since the Town may choose to award a contract without engaging in discussions or negotiations, the proposals submitted shall state the respondent's best offer for performing the services described in this solicitation.

Proposals will be evaluated on the following major categories:

Experience:

- Experience and skills in preparation of basic elements of similar projects as found in accepted professional practice and based upon a list of related projects and submitted work samples.
- Community Engagement and Customer Service: Demonstrate experience and skills in meaningful communication of services, procedures for using the service, and service interruptions to the public.
- Key personnel: Relevant past work experience and years with the firm. Does the proposed team have all the necessary experience?
- Understanding of local conditions: Demonstrate understanding of State legal constraints and local conditions.

Proposed Solution and Approach:

- What distinguishes this response and team from the others? Has the response demonstrated an ability to carry out the proposed service as outlined in the service characteristics? Does the approach present a well thought out strategy that is likely to achieve the desired launch date and coordination necessary to begin the service with success? Are there innovative approaches to the project?

Related Projects:

- Similarity to Holly Springs in size, type, land uses, and key issues.

Availability and Capacity of the Project Manager:

- Percentage of time devoted to this project by the Project Manager. What other programs/operations are under the guidance of the Project Manager? Does the Firm have a dedicated contact for the service that would be provided? Does the approach provided indicate sufficient allocation of all required resources to operate the service to the levels as outlined in the service characteristics? Evidence provided of availability, noting conflicting commitments.

Responsiveness:

- Does the response respond to all the requirements included in the RFP?

IX. CONTRACT AWARD

The standard of award will be based on the proposal deemed to be in the best interests of the Town. Contract award is subject to approval by Town Council. All respondents will be notified of the contract award decision via email.

X. DISCLOSURES

Town's Rights and Options.

The Town reserves the right, at the Town's sole discretion, to take any action affecting this solicitation, this solicitation process, or the services or facilities subject to this solicitation, that would be in the best interests of the Town, including:

- To supplement, amend, substitute, or otherwise modify this solicitation, including the schedule, or to cancel this solicitation, at any time;
- To require any respondent to supplement or clarify its bid or provide additional information relating to its response;
- To investigate the qualifications, experience, capabilities, and financial standing of each respondent submitting a bid;
- To waive any defect or irregularity in any bid received;
- To reject any or all bids;
- To share the bids with Town employees and contractors, in addition to the Evaluation Committee, as deemed necessary by the Town;
- To award all, none, or any part of the services and enter into contracts with one or more of the respondents deemed by the Town to be in the best interest of the Town, which may be done with or without re-solicitation;
- To discuss and negotiate with any respondents their bid terms and conditions, including but not limited to financial terms; and
- To terminate discussions and negotiations with any respondent at any time and for any reason.

Accuracy of Solicitation and Related Documents.

Each respondent must independently evaluate all information provided by the Town. The Town makes no representations or warranties regarding any information presented in, or otherwise made available during this procurement process, and assumes no responsibility for conclusions or interpretations derived from such information. Additionally, the Town will not be bound by or responsible for any explanations or conclusions regarding this or any related documents other than those provided by an addendum issued by the Town. Respondents may not rely on any oral statement by the Town or its agents, advisors, or consultants.

If a respondent identifies potential errors or omissions in this or any other related documents, the respondent should immediately notify the provided contacts of such potential discrepancy in writing. The Town may issue a written addendum if it determines correction is necessary.

Expense of Bid Preparation.
The Town accepts no liability and respondents will have no actionable claims for reimbursement of any costs or expenses incurred while participating in this solicitation process. This includes expenses and costs related to bid submission, submission of written questions, attendance at Prebid conference, contract negotiations, or activities required for contract execution.

Vendor Inclusion
The Town's vendor management philosophy supports a fair, open, and inclusive process that offers the same access and information to all vendors. The Town provides an email alert option to allow vendors optimal notice and access to all solicitations as they are posted. This can be found on the Town of Holly Springs website at the following hyperlink: https://www.hollyspringsnc.gov/2456/Bids-Requests-for-Proposals.

Dispute Resolution Process
No services shall be delayed or postponed pending the resolution of any dispute unless Town otherwise agrees in writing. Any and all suits or actions to enforce, interpret or seek damages with respect to any provision of, or the performance or non-performance of, this Agreement shall be brought exclusively in the General Court of Justice of North Carolina sitting in Wake County, North Carolina and it is agreed by the parties that no other court shall have jurisdiction or venue with respect to such suits or actions. For any amount in controversy in excess of $15,000 the Contractor shall participate in the Town's dispute resolution process which shall be considered part of Basic Services or Scope of Work unless specifically agreed otherwise herein. The Town's dispute resolution process is to engage in prelitigation mediation under the rules of Mediation for Superior Court notwithstanding the amount in controversy.

Confidentiality
Responses to the solicitation will become public records and, therefore, will be subject to public disclosure after contract award. However, North Carolina General Statutes Section 132-1.2 provides a method for protecting some documents from public disclosure. If the Consulting firm follows the procedures prescribed by those statutes and designates a document confidential or trade secret, the Town will withhold the document from public disclosure to the extent that is entitled or required to do so by applicable law, and will return the document after selection.

Equal Employment Opportunity
The Town of Holly Springs does not discriminate in administering any of its programs and activities. The firm awarded the contract for work must have a written policy and will be required to ensure that no person shall be denied employment, fair treatment or be discriminated against on the basis of race, sex, gender, religion, age, national origin, or handicap.

Minority/Women/Small Business Enterprise
It shall be the practice of the Town of Holly Springs to provide minority-owned, women owned, and small business enterprises (collectively "M/W/SBE") as well as other responsible vendors with fair and reasonable opportunity to participate in the Town's business opportunities including but not limited to employment, construction development projects, and material/services consistent with the laws of

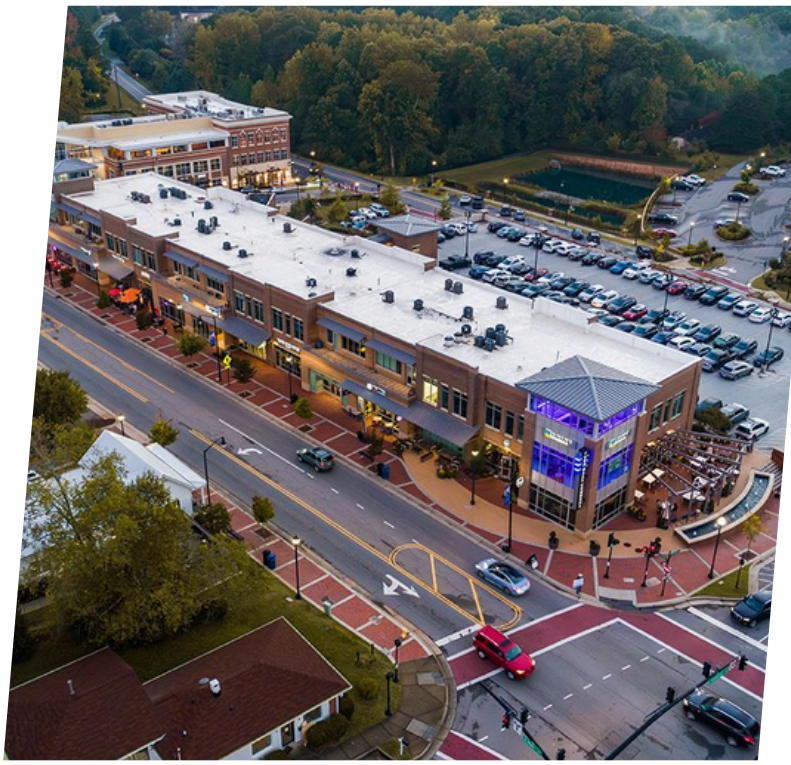
the State of North Carolina. The policy of the Town prohibits discrimination against any person or business in pursuit of these opportunities on the basis of race, color, national origin, religion, sex, age, disability, or veteran's status. It is further the policy of the Town to conduct its contracting and procurement programs so as to prevent such discrimination and to resolve all claims of such discrimination.

Good Faith Efforts.
The Town will make a good-faith effort to comply with G.S. 143-128.2, G.S. 143-128.4, where applicable, and to recruit and select small business entities. The governmental entity shall not limit or otherwise preclude any respondent from submitting a response so long as the respondent, itself or through its proposed team, is properly licensed and qualified to perform the work defined by this solicitation.

Contracting
Any installment financing agreement or other contract shall be construed and enforced in accordance with the laws of the State of North Carolina. Any controversy or claim arising because of contracting shall be settled by an action initiated in the appropriate division of the General Court of Justice in Wake County, North Carolina.

Conditions and Limitations
The Town expects to select a consulting firm from the bids submitted but reserves the right to reject any or all responses to the solicitation, to advertise for new responses, or to accept any response deemed to be in the best interest of the Town. A response to this solicitation should not be construed as a contract nor an indication of a commitment of any kind on the part of the Town nor does it commit either to pay for costs incurred in the submission of a response to this request or for any cost incurred prior to the execution of a final contract. The Town will reserve the right to dismiss any part or all of the contracted team when, in the Town's opinion, the project is not moving as scheduled or is hindered in any way by the actions or personalities of team members.

POWERING THE FUTURE, ONE RIDE AT A TIME!



RFP Title: Services for Microtransit
RFP Number: RFP 2025-0616

Name of Firm: Beefree LLC d/b/a Freebee
Mailing Address: 373 NE 61st St Miami Fl, 33137
Primary Contact Person: Jason Spiegel
Email: Jason@ridefreebee.com
Telephone Number: 305.330.9450
Date: July 6, 2025

July 2025

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Cover Letter

Title: RFP 2025-0616 Services for Microtransit_Freebee

Re: Proposal Submission for RFP# 2025-0616 Turnkey Services for Microtransit Operations

Legal Name: Beefree, LLC d/b/a Freebee
Address: 371 NE 61st St, Miami, FL 33137
Main Telephone: 305-330-9450

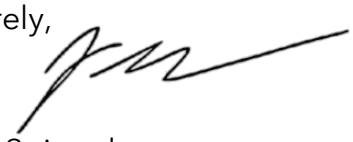
Dear Members of the Selection Committee,

On behalf of Beefree, LLC (d/b/a Freebee), please accept this letter as the formal cover to our comprehensive proposal for the Holly Springs Microtransit Service. We are confident that our decade of experience, innovative technology, and community-centric approach make us the ideal partner to deliver a flexible, reliable, and high-quality transportation solution for the residents of Holly Springs.
Pursuant to the requirements of the proposal, the designated contact for this submission is as follows:

Designated Contact
Name: Jason Spiegel
Title: Co-Founder & Managing Partner
Email: jason@ridefreebee.com
Telephone: 305.330.9450

I, the undersigned, hereby attest that the information contained within the accompanying proposal is true, accurate, and complete to the best of my knowledge and belief. Furthermore, I certify that I am authorized to execute legally binding documents and commitments on behalf of Beefree, LLC.
We look forward to the opportunity to discuss our proposal with you in greater detail.

Sincerely,



Jason Spiegel

Co-Founder & Managing Partner
Beefree, LLC (d/b/a Freebee)

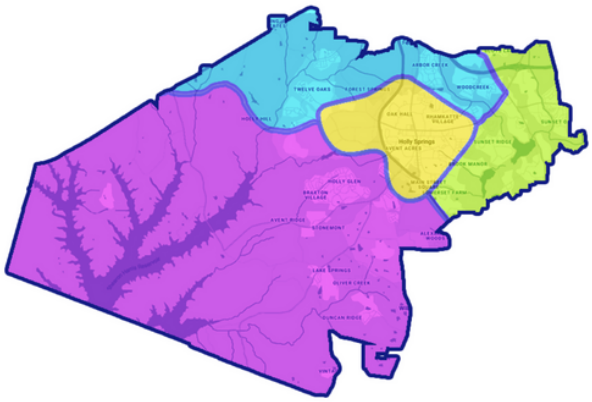
Proposed Solution

For the Holly Springs Microtransit Service, we propose a flexible and reliable microtransit solution throughout Holly Springs with an emphasis on quality of service. This service will utilize a comprehensive zone-within-a-zone operational model anchored by a central "Town Center Zone." Each of the three Community Zones will have a dedicated Freebee that remains within its assigned zone for a total of three vehicles. A fare structure will be implemented directly into the Freebee technology. A $2 fare for rides to and from the “Town Center”, and a $4 fare for rides anywhere within their own zone. The service will be free for both the elderly and registered people with disabilities in an effort to support the Villages' “Aging in Place” strategies.

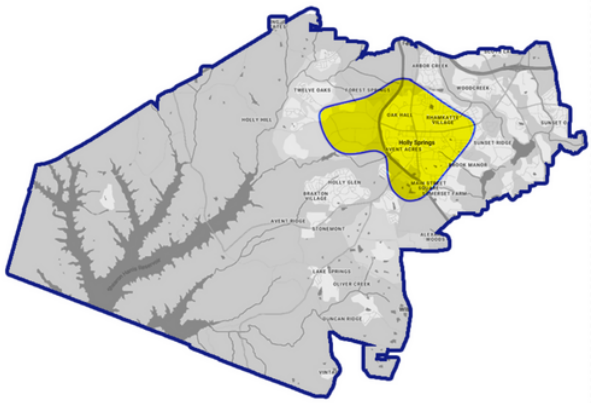
The three Community Zones primarily cover residential areas, allowing the vehicles to be dynamically assigned based on ride propensity, user demand, and recommendations by the Town of Holly Springs.

To ensure exceptional quality of service with only three vehicles covering a large area, riders will not be able to request a ride to different zones. This strategy maximizes service within the town limits and the Extraterritorial Jurisdiction (ETJ) while maintaining the targeted wait time and optimizing the cost of service per hour, all while enhancing economic activity within the “Town Center Zone”.

The central zone will specifically encompass vital locations, including Ting Park, Food Lion, Dorothy Nixon Allen Manor, Town Hall, REX Hospital, Shoppes at Holly Springs, Lowes Food, Holly Ridge Public Schools, Seqirus, Twelve Oaks, and Holly Springs Towne Center.



Community Zones: based on **Propensity Study**



“Town Center” Zone: Based on **“Multimodal Assessment” Recommendation**

Headway: Freebee will aim for an average headway time of 20 minutes, significantly outperforming the required 30-minute maximum wait time. This target is based on our extensive experience operating similar microtransit services in communities across the country, where we have consistently maintained rapid response times and high service reliability.

Fleet Provision, Leasing, and Maintenance: Freebee will provide a modern, diverse fleet of three(3) vehicles, including a combination of the Tesla Sedan, the ADA-compliant Toyota Sienna Hybrid 2023 XSE, and/or the Volkswagen ID Buzz. All vehicles are maintained according to, and exceeding, manufacturer standards, with scheduled preventative maintenance and immediate replacement for any vehicle that fails to meet operational or safety requirements.

Cleaning and Upkeep: Each vehicle undergoes daily interior and exterior cleaning, with enhanced disinfection protocols for high-touch surfaces. Spill kits, first aid kits, and fire extinguishers are stocked in every vehicle to maintain cleanliness and passenger safety.

Fueling and Charging: All vehicles are fueled or charged as appropriate to ensure maximum uptime and range, utilizing high-capacity charging stations for electric vehicles to support rapid turnaround.

Safety, Insurance, and Regulatory Compliance: The fleet is fully insured. Every vehicle is equipped with advanced safety features (including backup cameras, collision mitigation, wheelchair restraints, and ADA-compliant accommodations where applicable), and is compliant with all local, state, and federal codes, including ADA.

Vehicle Signage: Vehicles are equipped to accommodate both interior and exterior signage. This includes custom-designed vehicle wraps for system branding, space for FTA-mandated signage, and digital or printed advertising, as required by the Town. Interior digital screens can be used for passenger information or regulatory notices.

Schedule: Freebee will operate the Holly Springs microtransit service Monday through Friday, providing a minimum of 13 hours of continuous service each day. Service hours will be tailored in coordination with the Town to best meet community needs, ensuring broad coverage during peak demand periods such as morning and evening commutes, midday travel, and after-school hours. Regular adjustments can be made based on ongoing ridership data and community feedback.

Cost/Pricing

For three (3) vehicles operating 13hrs a day. The annual cost per vehicle is $154,641.76 for service. This calculates to approximately $32.68 per vehicle per hour, plus a $20,000 implementation fee for Year 1 spread out over two years. All fares collected will be clearly documented and passed through to the Town of Holly Springs.

Total = $473,925,28 annually

Freebee offers a guaranteed advertising discount or advertising revenue split if advertising is accepted as a strategy to offset costs.

Freebee emphasizes that we do not charge extra for services such as planning, technology, data analysis, or economic development. Freebee also offers flexible pricing structures and is open to adjusting operating hours and service areas based on data and community needs to ensure cost-effectiveness.

Call Center and Customer Service

Our call center will serve as a direct, full-service point of contact for riders who do not have access to, or prefer not to use, the Ride Freebee app. Representatives will be fully trained to handle all core functions, including trip booking and scheduling, assistance with user registration and app functionality, real-time trip status updates, and general information requests regarding the app and other Freebee services such as fares, routes, and service hours. The call center will also serve as the central hub for lost and found inquiries, ADA ride requests, and all other customer service matters.

The Freebee Ambassadors

Our Drivers are the public-facing representatives of the city's commitment to their residents. An "Ambassador" is someone who represents the community and serves as a vital pillar of the social infrastructure in the community. Our Freebee Community Ambassadors are both hand-picked and trained to exceed expectations and, to date, have received perfect 5-star reviews over 98% of the time. This makes it important for us to hire locally. We also create a directory of local businesses on our mobile app to assist Freebee Ambassadors in learning about the local restaurants and other local businesses. Freebee Ambassadors are trained to have the knowledge of a tour guide and to be as helpful as a concierge on wheels.

Training: Freebee team members throughout the Freebee matrix are provided a diverse range of training strategies and techniques to help enable them to excel in their service to the community. In addition to the in-person and classroom-style training, there is also a virtual learning management system (LMS) that we have created. The LMS allows Freebee staff the opportunity to train on-demand wherever they choose while also having familiar and easily recallable content they can return to at any time.

There is a base set of courses orchestrated for all Freebee staff members to complete before they get behind the wheel of a Freebee. Some courses are created by us internally, while partners in the industry design the majority of the courses.

The following areas include: Community Ambassador Freebee Driver & Customer Service Training - Q'straint Securement for ADA Accessibility - Disability Etiquette - De-Escalation and Handling Complaints - Curbing Transit Distracted Driving - How to Clean a Freebee - Fire Extinguisher Safety - Active Shooter Training - Custom Equipment Handling and Technology Handling - Driver Safety - Any required custom aspects of training requested by Holly Springs

Background Checks: Freebee will provide the town with comprehensive background checks on all Freebee driving employees, ensuring compliance with rigorous criminal history screenings, including national fingerprint-based checks. Freebee ensures that only those employees who successfully pass these screenings and meet established regulatory standards will be permitted to perform services under the program.

Driver Requirements: All Freebee drivers will have a valid driver's license and adhere to all local and state traffic laws. Freebee will ensure that Holly Springs staff will retain the right to reject or approve any driver. All Freebee Ambassadors (drivers) will wear pre-approved uniforms. Freebee ensures that all drivers and all passengers on board the vehicles are following all federal, state and local regulations governing the operation of a vehicle on public or private streets.

Drug and Alcohol Policies: Freebee has established comprehensive drug and alcohol policies and procedures for its employees that comply with all requirements under 49 CFR §655 for prevention of alcohol misuse and prohibited drug use in transit operations. These procedures include conducting pre-employment drug testing, random drug testing, and reasonable suspicion testing. Post-accident testing protocols are established to ensure safety and compliance. The policy maintains a zero-tolerance stance on drug and alcohol use while on duty and outlines disciplinary actions, including counseling, reprimanding, retraining, suspension, or termination for violations of this policy.

Collaboration with Holly Springs

As part of this partnership, Freebee will provide routine collaboration and support services to the Town of Holly Springs, maintaining open lines of communication and delivering responsive assistance to Town staff on an ongoing basis. Freebee will schedule regular meetings with the Town to review service performance, discuss enhancements, and ensure that all operational needs are met in a timely manner.

In addition to ongoing collaboration, Freebee will conduct bi-weekly check-ins with Town staff to address day-to-day questions and promptly resolve any emerging issues. Monthly performance reports will be provided, summarizing key service metrics, trends, and recommendations for continuous improvement.

The Freebee Dashboard

Freebee's custom-built data dashboard is specifically designed to offer stakeholders continuous and immediate access to critical transit metrics. This includes user-friendly visualizations such as real-time graphs, heat maps illustrating passenger activity hotspots, and downloadable Excel reports. The data is continuously updated, enabling Holly Springs Town staff, partners, and the public to monitor and evaluate system performance seamlessly. Freebee's operational and management teams provide active support during regular business hours, and automated, customized reports are available upon request.

Ridership Metrics: - Total Completed Ridership - Demographics - Trip Heat Maps - Trip Durations and Distances - Vehicle Occupancy - Vehicle Miles Traveled (VMT) - Peak and Off-Peak Analysis - Unique Riders - Wheelchair-Accessible Vehicle (WAV) Data - Productivity Measures - Mobile Application Metrics - Marketing and PR Impact
Customer Service and Satisfaction Metrics: - Passenger Wait Times - Driver Performance Ratings - Customer Satisfaction Scores - Complaint and Feedback Tracking - Call Center Efficiency
Financial Performance Metrics: - Cost per Ride - Greenhouse Gas (GHG) Emissions Prevention - Fleet and Battery Performance - Comprehensive Financial Reporting - Revenue Collection and Reconciliation

Additionally, Freebee leverages its proprietary Community-Scale Micro-Transit Optimization Modeling (CMOM) software, a sophisticated analytical tool that evaluates and optimizes service deployment based on local conditions, enhancing transit efficiency, mobility improvement, and cost-effectiveness. The Town of Holly Springs will have full access and ownership of all data generated through the transit service. Freebee's system ensures that all data remains the property of the Town. Town staff will be granted comprehensive administrative dashboard access, enabling them to view, export, and analyze all available performance metrics at any time.

The RideFreebee App

The RideFreebee app provides an intuitive user experience, offering identical functionality across mobile applications (iOS and Android) and a fully compatible web interface (Chrome, Safari, Firefox, Edge). Both mobile and web interfaces ensure comprehensive and seamless trip scheduling and rider management.

Immediate, On-Demand Trip Booking: Ride Freebee is specifically designed for true on-demand booking, permitting immediate ride requests up to a maximum of 24 hours in advance. Riders enter addresses or select known places, assisted by auto-complete functionality for quick and error-free bookings.
Intelligent Trip Notifications, & Wait Times: Riders can opt-in to receive trip updates and service notifications via SMS, email, or mobile push notifications. Notification options cover all critical trip statuses, including confirmations, estimated arrival times and changes, payment receipts, trip validation, and cancellation confirmations.
Mapping and Real-Time Vehicle Tracking: Ride Freebee's interactive map includes real-time vehicle tracking and live traffic conditions. Riders continuously see updated vehicle arrival estimates, reducing uncertainty and enhancing rider satisfaction.
Detailed Trip History: The Ride Freebee platform will provide each user with access to a detailed, chronological record of their trips, including dates, times, pick-up and drop-off locations, driver names, vehicle IDs, fare details (when applicable), and ride statuses.

Riders will be able to conveniently review, filter, and export their trip history directly through the mobile app or web browser interface.
Direct Customer Support Access: A one-click customer support feature connects riders directly with Freebee's bilingual customer care and dispatch center.

Miscellaneous Provisions for Holly Springs

Encouragement of Shared-Ride Usage: Freebee's localized marketing campaign for Holly Springs will spotlight the convenience, cost savings, and environmental benefits of ride-sharing. Targeted social media, in-app prompts, business partnerships, and periodic "shared-ride rewards" will actively nudge riders toward pooling trips, helping the Town reduce congestion and emissions.
Special-Event Flexibility Microtransit vehicles can be reserved for Town-sponsored festivals, concerts, and other special events—even outside standard service hours or microtransit zones. Our dispatch platform lets us create temporary geo-fences, adjust schedules, and assign dedicated drivers without disrupting core operations.
Operator Qualification & Oversight: Every driver undergoes: - DOT-compliant background and motor-vehicle record checks - Drug and alcohol screening - Defensive-driving certification plus quarterly refreshers - Customer-service, ADA, and Title VI sensitivity training

(**See the Driver Section on page 4 & 5** for full curricula and performance metrics.)

Regulatory Compliance Freebee secures and maintains all permits, licenses, and approvals required pre-launch and throughout operations, ensuring continuous adherence to local, state, and federal regulations.
Integrated Fare Collection Variable fares set by the Town are embedded in the Ride Freebee app. Riders can pre-pay, load value, or redeem promo codes, while the Town receives real-time revenue and ridership reports through its partner dashboard.
ADA & Title VI Assurance Our policies, vehicle specifications, and driver training fully meet ADA requirements and Title VI obligations, guaranteeing equitable, barrier-free service for every Holly Springs resident.

Qualifications

Firm Description and Relevant Experience

Beefree LLC d/b/a Freebee is a leading microtransit provider with over a decade of demonstrated success implementing innovative, on-demand transportation solutions tailored specifically to growing and evolving communities. Since its founding in Miami-Dade County in 2012, Freebee has expanded to serve over 40 communities,

achieving and maintaining a remarkable 100% contract retention rate through its adaptable, turnkey transportation services. Freebee specializes in decreasing reliance on private vehicles, enhancing community connectivity, and significantly improving local quality of life. Freebee maintains a dedicated, fully in-house staff of over 300 full-time employees, eschewing subcontractors to guarantee consistent, high-quality service and responsiveness. This extensive internal capability ensures direct oversight and rapid adaptability to evolving community demands and emerging transportation needs.

Relevant Community Experience: Freebee specializes in microtransit service implementation and targeted marketing for rapidly growing, mid-sized communities with evolving transportation needs. Our firm's approach is rooted in real-world experience, supporting municipalities as they transition from traditional, car-centric development to more connected, accessible, and sustainable communities.

City of Delray Beach: https://tinyurl.com/4phkwzac

Freebee introduced a zone-based microtransit system connecting neighborhoods to the downtown and key destinations.

Sunrise: https://tinyurl.com/3m76m4cd

Freebee launched a free on-demand microtransit service covering the Sunrise B&E District, providing flexible pickups and drop-offs anywhere within the area.

Plantation: https://tinyurl.com/3caksra8

Freebee's service in Plantation linked business parks, homes, and healthcare hubs, addressing first/last mile gaps within the Midtown Area.

Statement of Project Approach

Project Management and Coordination

Freebee will designate Chris Walker as the dedicated Project Lead for the Town of Holly Springs. Chris will serve as the primary point of contact for all coordination with town staff, ensuring streamlined communication, responsiveness, and accountability throughout the project's duration. His background in public-private mobility partnerships, data-driven operations, and stakeholder engagement makes him exceptionally qualified to guide this initiative.

Bi-Weekly Progress Updates: Freebee will facilitate bi-weekly progress updates with Holly Springs to ensure consistent communication, review operational performance, and proactively address any emerging issues or concerns. Each update will cover operational metrics, feedback reviews, troubleshooting, planning discussions, and follow-ups on action items.

Monthly Progress Meetings: Freebee commits to holding comprehensive monthly progress meetings focusing on detailed operational metrics, financial reports, and overall service performance. These meetings will utilize data directly from the Freebee Dashboard, a real-time platform offering full visibility into ridership trends, wait times, trip completion rates, customer feedback, and vehicle utilization.

Quarterly Oversight and Monitoring Meetings: In addition to the regular updates, Freebee will conduct quarterly oversight and monitoring meetings with Holly Springs to discuss, analyze, and review service performance comprehensively.

These meetings aim to maintain a close pulse on the service by covering: - Service changes - Service concerns - Customer Service Reports, including satisfaction levels, grievances, and complaints - Vehicle updates covering breakdowns, incidents, and miscellaneous vehicle-related issues - Staffing updates including driver feedback, vacancies, and new hires - Review of service goals - Discussion of service modifications and future plans - Any additional topics of interest or concern

Each quarterly meeting will conclude with an email summary documenting the agenda, meeting overview, participants, and key action items. The Freebee Dashboard will remain accessible at any time, providing Holly Springs with complete transparency and ongoing visibility into service operations.

Reporting Schedule:

Quarterly Reports: Q1, Q2, Q3, Q4

Biennial Reports: January – June, July – December

Project Management and Coordination

Freebee has developed a comprehensive, achievable 12-week work plan for the successful launch of the Holly Springs microtransit service. The plan clearly delineates specific actions, activities, timelines, and responsible parties, ensuring accountability and efficient project implementation.

Weeks 1-3: Planning & Initial Recruitment (Operations Team)

Define clear service goals, operational parameters, and target demographics. - Conduct Holly Springs-specific market research. - Perform hazard, risk, and route assessments. - Establish communication channels with Holly Springs stakeholders. - Finalize site plans, permitting, and charging station locations. - Initiate recruitment process for Community Ambassadors (drivers).

Weeks 2-7: Technology Setup & Development (Freebee IT Department)

Configure and customize Freebee mobile app with Holly Springs branding. - Set up backend systems for real-time vehicle tracking, dispatching, and rider analytics. - Integrate systems for reporting, data analytics, and customer support. - Perform internal beta testing, quality assurance, and quality control.

Weeks 4-8: Staff Recruitment & Training (Human Resources & Training Team)

Complete Community Ambassador recruitment. - Conduct comprehensive background checks, drug tests, medical exams, and license verification. - Execute thorough training programs covering safety, customer service, app operation, ADA compliance, and operational protocols. - Perform advanced operational simulations and readiness evaluations.

Weeks 7-11: Marketing & Community Engagement (Marketing Team)

Launch targeted community outreach and engagement initiatives. - Distribute marketing materials (digital and print brochures, press releases, social media campaigns). - Coordinate and host community events to inform and educate residents about the microtransit service.

Weeks 10-11: January 1st, Soft Launch & System Testing (Freebee Operations & IT Teams)

Initiate soft launch with limited capacity to test operational efficiency and service quality. - Gather and analyze feedback from initial riders and community stakeholders. - Adjust operations based on insights derived from real-world data.

Week 12: Official Launch (Operations, Customer Support, & Management)

Implement full-scale service operations. **-** Activate comprehensive customer support infrastructure. **-** Continuous monitoring, data collection, and ongoing reporting to Holly Springs.

Continuous Operational Standards (Operations & Management Teams)

Conduct daily vehicle inspections and proactive maintenance management. **-** Utilize advanced charging infrastructure and effective operational protocols. **-** Employ locally staffed, fully trained, professional W-2 Community Ambassadors. **-** Ensure average rider wait times remain under 10 minutes, never exceeding 15 minutes. **-** Provide continuous KPI monitoring, real-time data analytics, and maintain transparent communication via customized dashboards accessible to Holly Springs. **-** Uphold stringent safety standards, ADA compliance, and risk mitigation strategies.

Additional Work Products

Freebee will take responsibility for managing essential project coordination tasks, ensuring clear communication and timely documentation. Specifically, Freebee will - Draft detailed agendas and comprehensive meeting summaries, clearly identifying action items to maintain transparency, accountability, and clarity throughout all project meetings. - Develop and deliver project-specific maps necessary for accurate planning, implementation, and communication of the microtransit service.

These tasks will align closely with Freebee's established oversight and monitoring practices, including regular quarterly meetings with corresponding email recaps. The structured, transparent approach Freebee employs ensures consistent progress tracking and effective collaboration with Holly Springs.

Comprehensive Marketing Approach

Freebee utilizes a robust, strategic, community-centered marketing approach that deeply integrates into the local character and identity of each community served:

- **Active Community Engagement:** Through proactive, in-person outreach to local businesses, residential communities, hotels, and assisted-living facilities, Freebee fosters immediate personal connections, rapidly building community trust and service awareness – these activities help in the identification of potential rider groups.
    - Freebee will coordinate with local elected officials, providing regular updates, participating in community events, and ensuring officials are informed and involved in outreach activities as part of this service.
- **Co-Branded Informational Materials:** High-visibility, city-approved, co-branded brochures and educational materials are distributed strategically at key locations, effectively communicating service benefits and operational details to residents and visitors. Electronic copies will be available as well.
- **Press Releases and Digital Outreach:** Freebee regularly communicates with local media outlets, maintains targeted social media campaigns, and develops dedicated public-facing landing pages.
- **Economic Resilience through Local Partnerships:** Through innovative partnerships with local businesses, Freebee offers free advertising and exclusive discounts via its mobile app, directly driving local foot traffic, stimulating economic activity, and supporting community businesses. This approach also significantly improves economic mobility by providing accessible transportation to employment, education, and essential services.

Freebee's proven ability to deliver rapid implementation, scalable and adaptable microtransit models, advanced technology integration, and innovative community-centric marketing uniquely positions it as an ideal partner to meet and exceed Holly Springs' transit goals.

Phased Community Marketing for Holly Springs

Freebee will implement a targeted, phased marketing strategy to ensure a strong and successful launch in Holly Springs. Leveraging local engagement and in-house creative resources, Freebee's approach is designed to build awareness, drive ridership, and foster connections with residents and businesses.

Pre-Launch: Freebee will partner closely with the Town to identify key rider groups, conduct outreach to local employers, HOAs, schools, and businesses, and develop tailored marketing materials. In-person visits and digital campaigns will generate anticipation and educate the community about the new service. Training for Community Ambassadors will include local knowledge to help promote the service and provide a concierge-level experience.

Launch: The launch will feature a community event, promotional ride offers, and street teams engaging directly with Holly Springs residents. Freebee will support Town-led marketing efforts and coordinate branding and messaging for maximum local impact.

Post-Launch: Ongoing efforts will include regular data-driven marketing adjustments, participation in local events, and distribution of updated collateral to transit hubs, neighborhoods, and businesses. Freebee will continue door-to-door outreach, encourage user feedback, and maintain an active presence on digital channels to keep the community engaged and informed. The Freebee app will also highlight local businesses and public services, supporting economic resilience in Holly Springs.

Freebee will work closely with the community to coordinate a large open house event, as well as a series of smaller outreach activities such as pop-up events, to maximize awareness and engagement. Alternative marketing approaches may also be proposed in collaboration with the Town to ensure the most effective local outreach.

Proposed Project Timeline

Freebee anticipates launching microtransit services for Holly Springs in January 2026. The timeline outlined in our detailed 12-week work plan accounts for proven pre-launch activities, including planning, technology setup, staff recruitment and training, and community engagement. Marketing initiatives and Council informational presentations have been integrated into this schedule. Please refer to the Detailed Work Plan on page 9 for Holly Springs Microtransit Launch section for specific milestones and detailed timelines.

Management and Staffing

Our structure of maintaining an in-house team has proven to exceed expectations. Every division within the company works together in unison to deliver a first-class experience.

Chief Operating Officer (COO): Oversees all operational activities, ensuring high-level execution by the Performance Territory Management Team.

Chief Compliance & Safety Officer: Ensures adherence to all laws, regulations, safety standards, environmental guidelines, accessibility requirements, and training policies. Conducts audits, investigations, and coordinates compliance training.

Performance Territory Manager: Manages daily operations within service areas, ensuring customer and community satisfaction.

Team Leaders: Drivers in managerial training roles, providing logistical support and oversight on the road.

Drivers | Community Ambassadors: Operate vehicles safely and efficiently, providing quality transportation service.

Fleet Mechanic: Leads fleet maintenance, safety compliance, audits practices, and ensures fleet reliability.

Workforce Management: Optimizes driver productivity and system efficiency.

Customer Service/Dispatch Center: Provides customer support, dispatch services, and product assistance via the call-in service.

Economic Development Manager: Facilitates partnerships between service users and local businesses, enhancing economic activity and foot traffic.

Marketing/PR: Drives awareness and increases ridership through strategic marketing and public relations.

Creative & Design Team: Produces in-house graphic, video, and print materials to support marketing and outreach campaigns, proven to continuously increase ridership.

Chief Technology Officer (CTO): Oversees programming, architecture, development, and product support for the Ride Freebee app.

Data Analyst: Creates and monitors custom reports to support informed decision-making and operational improvement.

Finance Reporting Officer: Produces accurate financial reports (balance sheets, income statements, cash flow statements) for internal and external stakeholders.

Quality Assurance Manager: Tracks performance metrics such as on-time performance, customer satisfaction, and safety statistics to maintain high service standards.

Freebee Planner: Coordinates with municipal staff, community stakeholders, and regional authorities to enhance economic, equity, climate impacts, and ridership service levels.

Policy Officer: Establishes and maintains company standards for regulatory compliance in transportation, safety, environmental protection, accessibility, and employee training.

Expert Leadership

The team in charge of managing this project is among the nation's leading experts in providing adaptable, reliable, equitable, climate-forward, and fun transportation within any community.

- **Jason Spiegel –** As Co-Founder and Managing Partner, Jason directs business and transportation strategies, bringing expertise in organizational development, finance, and strategic planning. Recognized as an emerging leader in the industry, he has received multiple awards for advancing safer and more accessible streets, and drives Freebee's vision of innovative, sustainable transit.
- **Chris Walker –** Operations Manager for multiple service areas, Chris excels at process optimization and community engagement. His hands-on leadership ensures seamless local integration and high customer satisfaction, making him a respected figure in both the company and communities Freebee serves.
- **Claudia Miro –** Director of Business Development & Government Affairs, Claudia expands Freebee's reach across Florida and beyond, leveraging her expertise in public policy and transportation to foster new partnerships and economic growth.
- **Jamie Kerezman –** Customer Experience Expert and main municipal contact, Jamie oversees customer service, quality assurance, invoicing, insurance, and driver monitoring. With 25 years in customer service and finance, she's streamlined day-to-day operations, boosting efficiency and accountability across the company.
- **Samuel Calderon –** As VP of Development, Samuel leads technology infrastructure, client dashboards, and vehicle systems. With a strong background in IT and real estate technology, he ensures Freebee's platforms are innovative, reliable, and tailored to client needs.
- **John Janusz –** Director of Economic Development, John builds relationships with local businesses and community groups, enhancing Freebee's positive impact and ensuring the service is well integrated and valued at every level.

- **Kathrine Ali –** Director of Human Resources, Kathrine oversees recruiting, training, and compliance, developing systems that support staff growth, safety, and recognition. She also leads community volunteer initiatives and employee reward programs.
- **Jared Jacobs, AICP –** Transportation & Climate Planner, and Policy Officer, Jared brings expertise in sustainability, safety, inclusion, and compliance. He serves on advisory boards and leads Freebee's initiatives on environmental justice and public-private partnerships.

Sub-contractors and Sub-consultants

No sub-contractors will be used for the purposes of this service.

References

Sub-contractors and Sub-consultants

City of Fort Pierce

Contact Name: Linda Shilley
Contact Email: ishilley@piercetransit.org

Since launching services in February 2023, Freebee achieved rapid ridership growth (over 7,000 rides in initial months) and exceptional customer satisfaction ratings (98.4%). Their proactive plans to expand coverage through FDOT grants highlight their proven ability to manage rapidly growing communities and anticipate increasing transit demands.

Village of Islamorada, Monroe County

Contact Name: Mary Swaney
Telephone: 305-664-6453
Contact Email: mary.swaney@islamorada.fl.us

A smaller, closely-knit community, Islamorada successfully adopted Freebee as a critical component of daily life, with a high repeat ridership rate (70%). This exemplifies Freebee's capacity to integrate seamlessly into communities with unique cultural identities, becoming essential for local connectivity and safety.

Town of Holly Springs
FY2025-26 Budget Amendment Request

BE IT ORDAINED by the Town Council of the Town of Holly Springs, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2026.

Department: Development Services **Date:** 9/16/2025

Reason for Budget Amendment:

Establish operating budget accounts for Microtransit services including receiving a CAMPO grant. The amendment only accounts for half a year of operation, the remaining operating budget will take place in Fiscal Year 2026-2027.

Expense			
Account #	***Account Description***	***Increase***	***Decrease***
10-95.35	General Fund Transfer Out		$ 128,500
10-460-020-12.11	General Fund - Development Services - Contract Serv.	$ 228,500	
10-410-82.98	General Fund - Central Services	$ 14,250	
	Total Expense:	**$ 242,750**	**$ 128,500**

Revenue			
Account #	***Account Description***	***Increase***	***Decrease***
10-319.01	General Fund - Microtransit Grant (CAMPO)	$ 114,250	
	Total Revenue:	**$ 114,250**	**$ -**

Department Head Signature (or electronic submission)

Town Manager Signature (if necessary)

Town Manager has authorized Department Directors to transfer operating funds within their department.
Town Manager is authorized to approve transfers between departments within the same fund up to $50,000.
All inter-departmental transfers will be reported to Town Council by the following month.
Amendments that change the total budget or departmental transfers over $50,000 require Town Council approval.

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is made and entered into on this day of August, 2025, by and between BEEFREE, LLC, a limited liability company duly organized and existing under the laws of the State of Florida and having its principal place of business at 371 NE 61st St, Miami, Florida 33137 ("BEEFREE"), and the TOWN OF HOLLY SPRINGS, NORTH CAROLINA, having its principal place of business at ("CLIENT" or "the TOWN"). This Agreement provides the general terms and conditions applicable to CLIENT's purchase of services from BEEFREE.

1. Scope of Services. This Agreement shall serve as a master agreement between the Parties, which sets forth the basic terms that shall apply to the respective rights and obligations of the Parties during the term of this Agreement. Specific services and rates for such services shall be set forth in a separate Rates and Services Addendum ("Addendum"), which may be agreed to from time to time between the Parties, and which shall require execution by each party hereto in order to be effective and binding. Each Addendum shall reference this Agreement and shall be governed by the terms and conditions herein. In the event of a conflict between any Addendum and this Agreement, the terms and conditions of this Agreement shall control, unless the Addendum expressly states that the terms and conditions of the Addendum shall control. Specific terms in an Addendum shall not affect any other Addendum under this Agreement without the express written agreement of the Parties.

2. Description of Services. BEEFREE provides mobile application-based transportation to members of the public for the benefit of its clients via BEEFREE's 100% electric and vehicles customized using branding logos selected by the TOWN known as "Freebees" (the "Services"). As BEEFREE's services are specifically tailored for each of its clients, the specific nature of the services that will be provided to CLIENT hereunder will be specified in the Addendum(s) hereto, however by way of description and not limitation, BEEFREE shall, in addition to providing and operating the Freebees, own, operate, and maintain a technical solution for scheduling and paying for rides as a means of cost-recovery for the TOWN, shall collect ride fares in amounts determined by the TOWN, and shall use such collection of fares to offset Payment. BEEFREE shall provide general ridership data to the TOWN monthly or on any such other schedule as the parties may agree. BEEFREE understands that such data is required by the TOWN to remain compliant with a grant maintained by the TOWN.

3. Compensation and Payment. The rates for services will be based on the type and number of services requested by CLIENT, and will be specified in the Addendum(s) hereto. Unless otherwise stated in the Addendum(s) hereto, CLIENT shall make payment to BEEFREE on a monthly basis, on or before the first calendar day of each month. BEEFREE will electronically invoice CLIENT fourteen (14) days prior to payment due date. Any payments not received within thirty (30) calendar days of the payment due date shall bear interest at the maximum statutory rate until paid. Any and all disputes related to an invoice issued by BEEFREE must be made by TOWN, in writing, within thirty (30) calendar days of the payment due date for the invoice.

4. Term and Period of Performance. The initial term of this Agreement shall be for a period of three (3) years ("Term") and the Term shall commence on , 2026, and, unless terminated earlier pursuant to Section 5 below or by mutual written agreement between the Parties, shall continue in full force and effect thereafter until , 2029. At the TOWN's sole discretion, the Term of this Agreement may be extended for an additional three (3) one-year terms (each a "Renewal Term"), by written notice from the TOWN to BEEFREE at least sixty (60) days prior to the conclusion of the then-existing term.

5. Independent Contractor. BEEFREE acknowledges entering into this Agreement as an independent contractor, and BEEFREE shall therefore be responsible for the deposit and payment of any Federal Income Taxes, FICA, Unemployment Taxes, or any similar fees or taxes that become due and shall be responsible for the collection and payment of all withholdings, contributions, and payroll taxes relating to BEEFREE's Services, or those of employees of BEEFREE. The TOWN shall not withhold from sums payable to BEEFREE, any amount whatsoever for Federal Income Taxes, FICA, Unemployment Insurance Taxes or any similar fees or taxes. BEEFREE, its employees or agents, will not be considered as employees of the TOWN or entitled to participate in plans, distributions, arrangements or other benefits extended to TOWN employees. BEEFREE is an independent contractor. This Agreement does not create a joint venture, partnership, or other business enterprise between the parties. Nothing herein shall imply or shall be deemed to imply an agency relationship between the TOWN and BEEFREE. BEEFREE has no authority to bind the TOWN to any promise,

debt, default, or undertaking. BEEFREE and the TOWN agree that it is not intended that any provision of the Agreement establish a third-party beneficiary giving or allowing any claim or right of action whatsoever by any third party under this Agreement.

6. Compliance with Applicable Law. In performance of the Services, BEEFREE will comply with applicable regulatory requirements, including federal, state, special district, and local laws, rules, regulations, orders, odes, criteria, and standards, including but not limited to, compliance with all local, state, and federal Equal Employment Opportunity (EEO) and American with Disabilities Act (ADA) requirements. It shall be the responsibility of BEEFREE to obtain and maintain, at no cost to the TOWN, any and all licenses and permits required to complete the Services. BEEFREE warrants that it fully complies with all federal laws and regulations regarding the employment of aliens and others and that all employees performing work under this Agreement meet the citizenship or alien status requirements set forth in federal statutes and regulations. BEEFREE shall indemnify, defend, and hold harmless the TOWN, its elected and appointed officials and employees from and against any sanctions and any other liability which may be assessed against BEEFREE or the TOWN in connection with any alleged violation of any federal statutes or regulations pertaining to the eligibility for employment of any persons performing the Services or any other work or services under this Agreement.

7**. Equal Opportunity**. It is understood that BEEFREE shall not discriminate against any employee in the performance or the contract with respect to hire, tenure, terms, conditions or privileges of employment, or any other matter directly or indirectly related to employment because of race, creed, color, national origin, age, disability, sex, gender identity, sexual orientation, or any other legally protected class.

8. Termination. This Agreement, along with any Addenda hereto, may be unilaterally terminated in any of the following manners:

(a) Termination for Cause: If either party believes that the other party has failed in any material respect to perform its obligations under this Agreement or its Addendums, then that party may provide notice to the other party describing the alleged failure in reasonable detail. If the alleged failure relates to a failure to pay any sum due and owing under this Agreement, the breaching party shall have fifteen (15) business days after notice of such failure to cure the breach. If the breaching party fails to cure within the specified time, then the non-breaching party may immediately terminate this Agreement for cause by providing notice to the breaching party. With respect to all other defaults, if the breaching party does not, within thirty (30) calendar days after receiving such written notice, cure the material failure, then the non-breaching party may terminate this Agreement for cause by providing notice to the breaching party.

(b) Termination for Bankruptcy: Either party shall have the immediate right to terminate this Agreement, by providing written notice to the other party, in the event: (i) the other party enters into receivership or is the subject of a voluntary or involuntary bankruptcy proceeding, or makes an assignment for the benefit of creditors; or (ii) a substantial part of the other party's property becomes subject to any levy, seizure, assignment or sale for or by any creditor or government agency.

(c) Payments Due: The termination of this Agreement shall not release either party from its obligation to make payment of any and all amounts then or thereafter due or payable.

(d) Continuation of Services: BEEFREE will continue to perform Services during the notice period unless otherwise mutually agreed upon between the Parties in writing. In the event that CLIENT provides notice of termination and directs BEEFREE not to perform the services during the notice period, CLIENT agrees to pay BEEFREE an amount equal to the amount normally due to BEEFREE for the notice period. Upon termination by either party, CLIENT will pay BEEFREE for all services performed and charges and expenses reasonably incurred by BEEFREE in connection with the services provided under this Agreement and any Addendums through the effective date of termination.

8.1 Termination for Convenienece. After the second year of service, the TOWN retains the right to terminate the Agreement for convenience upon 90 days' notice to the vendor.

9. Notice. Any and all notices provided for in this Agreement shall be sent electronically in writing to the following contact persons for each party:

CLIENT:

Attn: Chris Hills, Development Services Director

Chris.hills@hollyspringsnc.gov
919-557-3928

Address:

PO Box 8
Holly Springs, NC 27540

Cc: TOWN Attorney
John.schifano@hollyspringsnc.gov

BEEFREE:

Attn: Jason Spiegel
Address: 371 NE 61st St, Miami, FL 33137
Tel: 215-370-5699
Fax/email: jason@ridefreebee.com
cc: Freebee General Counsel
bzappala@switkeslaw.com

Each party agrees to appoint responsible contact persons in order to ensure that the relevant contractual obligations are timely performed in accordance with this Agreement. Such contact persons may be changed by the Parties by sending notice thereof to the other party.

10. Insurance. Prior to commencing work, the CONTRACTOR shall procure, and provide the TOWN with evidence of insurance coverage as required herein and name the TOWN as an Additional Insured on a primary and non-contributory basis. The CONTRACTOR shall secure and maintain, at its own expense, and keep in effect during the full period of the contract a policy or policies of insurance, and must submit these documents to the TOWN.

INSURER REQUIREMENTS

The CONTRACTOR shall maintain, at its own cost and expense, the following types and amounts of insurance. The insurers providing coverage must be approved by the State of North Carolina and hold all of the required licenses in good standing to conduct business within the State of North Carolina.

TYPE OF COVERAGE & LIMIT OF LIABILITY REQUIREMENT

Workers' Compensation and Employers Liability Insurance covering all employees, subcontractors, and/or volunteers of the CONTRACTOR and/or Vendor engaged in the performance of the scope of work associated with this contract and/or agreement. The minimum limits of liability shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation insurance, with the following limits:

Workers' Compensation - Coverage A
Statutory Limits (State of Florida or Federal Act)

Employers' Liability - Coverage B
$500,000 Limit - Each Accident
$500,000 Limit - Disease each Employee
$500,000 Limit - Disease Policy Limit

Commercial General Liability Insurance written on an occurrence basis, including but not limited to, coverage for contractual liability, products and completed operations, personal & advertising injury, bodily injury and property damage liabilities with limits of liability no less than:

Each Occurrence Limit - $1,000,000

Fire Damage Limit (Damage to rented premises) - $100,000

Personal & Advertising Injury Limit - $1,000,000

General Aggregate Limit - $2,000,000

Products & Completed Operations Aggregate Limit - $2,000,000

Business Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Contract, with a combined single limit of liability for bodily injury and property damage of not less than:

Combined Single Limit (Each Accident) - $1,000,000

Any Auto (Symbol 1)

Hired Autos (Symbol 8)

Non-Owned Autos (Symbol 9)
Uninsured and Underinsured motorist coverage with limits of not less than $100,000 per accident

11. Force Majeure. BEEFREE shall not be liable to the TOWN for non-performance or delay in performance of any of its obligations under this Agreement and any Addendum(s) hereto due to acts of God, war, civil commotion, embargo, strikes, fire, theft, delay in delivery of services of sub-contractors or sub-suppliers, shortage of labor or materials, compliance with any regulation or directive of any national, state or local government, or any department or agency thereof, epidemic, hurricane, tropical storm, inclement weather, earthquake or any other similar unforeseen event or act of God (whether or not similar in nature to those specified) which are outside the reasonable control of BEEFREE.

12. Governing Law. This Agreement shall be construed, interpreted and governed exclusively by and pursuant to the laws of the State of North Carolina, without reference to any conflicts-of-laws rules or principles that may or would require the application of the law of any other jurisdiction.

13. Venue. The Parties agree that any controversy, disagreement, claim, dispute or other proceeding between them which relates to or arises out of this Agreement, or which is otherwise related in any manner to the relationship between the Parties, shall be subject to the exclusive jurisdiction and venue of the Wake County Superior Court. The parties hereby agree to first attempt to mediate any dispute prior to commencement of a civil action using the Rules of Superior Court Mediation in North Carolina as a framework for conducting the mediation. ,.

14. Default. In the event of any lawsuit, litigation, proceeding or action (collectively, "Action") necessitated by a party's default with respect to its obligations under this Agreement, the prevailing party shall be reimbursed by the other party for all costs and expenses incurred in connection with the Action, including, but not limited to, reasonable attorneys' fees and costs.

15. Severability. If, at any time, any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, the legality, validity or enforceability of the remaining provisions shall in no way be affected or impaired thereby. The invalid provision shall be replaced by a valid one which achieves to the extent possible the original purpose and commercial goal of the invalid provision.

16. Indemnification. To the fullest extent permitted by law and applicable regulations, BEEFREE shall defend, indemnify, and hold harmless the TOWN, including its elected and appointed officials, attorneys, administrators, consultants, agents, and employees, from and against any and all claims, damages, losses, and expenses—whether direct,

indirect, or consequential—including, but not limited to, reasonable attorneys' fees, professional fees, and court or arbitration costs, arising out of or resulting from the performance of services under this Agreement, any failure by BEEFREE to properly maintain Freebee vehicles, and/or any manufacturer defect, to the extent caused in whole or in part by any willful, intentional, reckless, or negligent act or omission of BEEFREE, its employees, agents, or contractors. However, BEEFREE's obligation to indemnify shall not apply to the extent that such claims, damages, losses, or expenses arise out of the negligence, willful misconduct, or breach of duty by the TOWN or any of its officers, employees, or agents. This provision shall be construed broadly, and BEEFREE's obligation to defend the TOWN shall become fully enforceable upon any allegation that BEEFREE or its subcontractors acted willfully, intentionally, recklessly, or negligently in connection with services under this Agreement. In any matter where BEEFREE is required to provide a legal defense for the TOWN, BEEFREE may retain legal counsel of its choosing to represent both parties, provided such counsel is reasonably acceptable to the TOWN, and such consent shall not be unreasonably withheld. This obligation of indemnity on behalf of BEEFREE shall not act as a policy of insurance and therefore nothing herein shall serve as a waiver of governmental, sovereign, or other immunity otherwise available to the Town.

17. Remedies and Waivers. No failure to exercise, nor any delay in exercising, on the part of either party, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.

18. Assignment. This Agreement shall not be assignable by either party, in whole or in part, without the written consent of the other party, which consent shall not be unreasonably withheld or denied.

19. Construction and Interpretation. The rule requiring construction or interpretation against the drafter is waived. This Agreement and all Addendums hereto shall be deemed as if they were drafted by both Parties in a mutual effort.

20. Entire Agreement. This Agreement and the Addendum(s) hereto form the entire agreement between the Parties relating to the subject matter hereof. Except as otherwise agreed in this Agreement, all amendments and modifications to this Agreement shall be made by a written document executed by both Parties.

21. North Carolina Public Records Law, North Carolina Statutes Chapter 132. Records subject to the provisions of Public Records Law, , shall be kept and maintained in accordance with such Statute. BEEFREE acknowledges that records and books, not subject to exemption under Chapter 132, may be disclosed and/or produced to third parties by the TOWN in accordance with requests submitted under Chapter 132 or court orders without penalty or reprisal to the TOWN for such disclosure and/or production. BEEFREE also agrees to assert, in good faith, any relevant exemptions provided for under Chapter 132 for records in its possession on behalf of the TOWN so long as they are properly labeled as a trade secret and meet the definition of a trade secret. Furthermore, BEEFREE agrees to comply with the provisions outlined each of the North Carolina Statutes, the requirements of which are incorporated by reference herein.

Notwithstanding any of the foregoing, the TOWN shall maintain the confidentiality of any records that contain BEEFREE's trade secrets or proprietary information and are exempt from disclosure, pursuant to Section 815.045, Florida Statutes. BEEFREE shall notify the TOWN and identify any and all records or information which contain trade secrets or proprietary information that would be exempt as defined by Florida Statutes, and the TOWN shall not disclose and shall maintain the confidentiality of any records to the extent they contain trade secrets or proprietary information as defined by Florida Statutes, unless TOWN determines the exemption from disclosure does not apply or is otherwise required by law or court order to disclose the record.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written:

AS TO TOWN:

_____
TOWN Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

_____
TOWN Attorney

AS TO CONTRACTOR:

_____

_____
Title

ATTEST:

Name

_____
Witness

EXHIBIT A
RATES AND SERVICES ADDENDUM

This Rates and Services Addendum ("Addendum") supplements the Master Services Agreement between BEEFREE, LLC ("BEEFREE") and the TOWN OF HOLLY SPRINGS ("TOWN"), made and entered into on August 19, 2025 (the "Agreement"). This Addendum is subordinate to, and fully incorporates the terms and conditions of the Agreement, unless expressly stated otherwise herein.

In consideration of the promises and covenants contained herein, and for good and valuable consideration, BEEFREE and TOWN (collectively, the "Parties"), intending to be legally bound, hereby agree as follows:

1. Term. The term of the Services set forth under this Addendum shall commence on **, 2026,** and shall remain in full force and effect until **, 2029** (the "Term"), unless terminated sooner pursuant to the terms of the Agreement. The TOWN may opt to extend the Term for three (3) additional periods of one (1) year each by providing BEEFREE with written notice of its intent to extend the Term at least sixty (60) days prior to the end of each term in which the Services are provided hereunder.

2. Services. This Addendum is limited in scope to the following services (the "Services"), which BEEFREE agrees to provide to TOWN at the rates specified herein (the "Rates"):

a. BEEFREE will provide three (3) SUV “Freebee” Vehicles, dedicated solely to the TOWN (the “Vehicles”) for the duration of the Term including (1) additional spare vehicle. BEEFREE shall obtain the approval of the TOWN for any vehicle other than the VW ID Buzz for general vehicle or the Toyota Sienna for the ADA compliant vehicle.)

b. BEEFREE will operate the Vehicles within TOWN’s designated service area, as outlined in Exhibit B, during TOWN’s operating hours (weather and conditions permitting), except for times when drivers are on company-approved meal or shift breaks. During such times, all other vehicles will be in operation, and BEEFREE will try to limit such breaks to downtimes in service.

c. BEEFREE will provide drivers for the Vehicles, who will act as TOWN ambassadors for the TOWN OF HOLLY SPRINGS and will communicate public service announcements as may be communicated by TOWN to BEEFREE from time to time.

d. BEEFREE will continue to encourage ridership on Vehicles during the term.

e. BEEFREE will provide TOWN with a monthly report showing data and analytics related to ridership in the Vehicles for the preceding month(s). BEEFREE will provide these reports within ten (10) business days of the last day of each month, unless another time frame is agreed to between the Parties.

3. Payment Terms. As consideration for the Services listed above, TOWN agrees to pay BEEFREE as follows:

a. Upon the execution of this agreement, the TOWN shall pay a total of $47,250 which includes the first month of service and 50% of the $20,000 implementation fee. Beginning on 2026 and continuing on the first day of each month of the Term thereafter, TOWN agrees to pay BEEFREE a monthly installment in the amount of **$37,250**, which shall be paid to BEEFREE on or before the first day of each month. The total cost for the first year is not to exceed **$457,000** annually. After the first year of service, the second installment of $10,000 for the implementation fee will be paid on the first

invoice and annual operating cost will increase up to 3% per year or the amount of the annual CPI for Southeast region, Transportation, on a 12 month average for the proceeding 12 months, whichever is lower.

4. Additional Terms.

a. The thee (3) SUV vehicles will operate for a total of sixty-five (65) hours per week per vehicle between Monday-Friday. The TOWN's operating hours are outlined in Exhibit C below and may be modified by subsequent mutual agreements of the Parties as ridership data becomes available throughout the Term.

b. If at any time during the Term TOWN determines that a BEEFREE employee assigned to drive the Vehicles is not demonstrating satisfactory performance, TOWN shall have the right to request that BEEFREE reassign and replace the driver with a BEEFREE employee who meets TOWN's standards. Any such request shall be made by TOWN to BEEFREE in writing and shall state the reason(s) for TOWN's request in sufficient detail to apprise BEEFREE of the basis for TOWN's request. BEEFREE shall act to comply with any reasonable and lawful request within seven (7) days of receiving such written notice from the TOWN.

c. If at any time during the Term TOWN determines that any part of a Vehicle is in disrepair, TOWN shall have the right to request that BEEFREE repair or replace such part so that it meets industry standards. BEEFREE shall have a wheelchair-accessible vehicle available at all times of service.

d. BEEFREE will provide secured parking space and electricity and/or gas for any vehicles used during duration of the Term at no cost to TOWN

Should TOWN allow for BEEFREE to sell advertising space on the Vehicles at any time during the Term, and provided BEEFREE is able to sell such advertising space, BEEFREE may enter into separate agreements with advertisers for the placement of advertising on the Vehicles. All advertising shall be subject to TOWN's approval prior to placement on the Vehicles. BEEFREE and TOWN will split the advertising revenue equally 50/50.

EXHIBIT B

SERVICE AREA (SUBJECT TO CHANGE)

EXHIBIT C

HOURS OF OPERATION (SUBJECT TO CHANGE)

- Monday-Friday: 7 AM to 8 PM (initial hours, subject to change by mutual agreement)

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their duly authorized representatives, effective as of the date last written below.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, as of the date first above written.

BEEFREE, LLC

_____
(Signature)

_____
(Print Name & Title)

CLIENT

_____
(Signature)

_____
(Print Name & Title)

GENERAL OPERATING AGREEMENT
FOR BUS OPERATIONS – COMMUNITY FUNDING AREA PROGRAM

WAKE TRANSIT FY 2026

This Operating Agreement ("Agreement") is made by and between Research Triangle Regional Public Transportation Authority**,** d/b/a GoTriangle ("GoTriangle") and Town of Holly Springs (“Implementing Party”) and the Capital Area Metropolitan Planning Organization (“CAMPO”). The foregoing may collectively be referred to as "Parties."

WHEREAS, the Parties to Agreement, who have or may have specific roles in the implementation of public transit and the support of public transit infrastructure in the Wake County area, have determined that it is in their best interest and the best interest of the constituents they represent to coordinate future public transit planning, funding, expansion and construction; and

WHEREAS, an extensive community driven process was used to develop a strategic transit vision document that set forth an enhanced public transit plan for Wake County, referred to as the “Wake County Transit Plan” (“Wake Transit Plan”), and this plan was unveiled on or about December 8, 2015, and adopted by the GoTriangle Board of Trustees on May 25, 2016, the Capital Area Metropolitan Planning Organization’s (“CAMPO”) Executive Board on May 18, 2016, and the Wake County Board of Commissioners on June 6, 2016; and was subsequently updated and adopted by the CAMPO Executive Board on April 21, 2021, and the GoTriangle Board of Trustees on April 28, 2021; and

WHEREAS, in conjunction with the Wake Transit Plan, GoTriangle, Wake County, and CAMPO (collectively, “the Governance ILA Parties”) adopted the Wake Transit Governance Interlocal Agreement (“Governance ILA”) that creates a governance structure for the implementation of the Wake Transit Plan by and through the annual Wake Transit Work Plan; and

WHEREAS, pursuant to Section 3.02c of the Governance ILA, CAMPO has been designated as the lead agency for administering the Community Funding Area Program and has the authority to enter into this Agreement and enforce the provisions thereof and is a necessary Party to this Agreement; and

WHEREAS, the Governance ILA specifically created the Transit Planning Advisory Committee (“TPAC”) and charged the TPAC with coordinating and recommending the planning and implementation aspects of the Wake Transit Work Plan; and

WHEREAS, the Governance ILA Parties, together with the Implementing Party, numerous Wake County municipalities, and other entities, entered into a Master Participation Agreement ("Participation Agreement"), which, among other purposes, established standards that govern the Participation Agreement Parties' eligibility for inclusion of sponsored Implementation Elements in the Wake Transit Work Plan, receipt of funding allocations from Wake County Transit Tax Revenue, and confirmed the Participation Agreement Parties' roles in carrying out TPAC responsibilities; and

WHEREAS, the FY 2026 Wake Transit Work Plan was developed and recommended by the TPAC, presented for public comment, and adopted, as required, by the Boards of CAMPO and GoTriangle; and

WHEREAS, the FY 2026 Triangle Tax District Wake Operating Ordinance was adopted by the GoTriangle Board of Trustees June 25, 2025; and

WHEREAS, the Parties desire to implement the components of the FY 2026 Wake Transit Work Plan as adopted by GoTriangle and CAMPO; and

WHEREAS, as stated in the Participation Agreement, all Implementation Elements contained in the Wake Transit Work Plan, whether partially or fully funded with Wake County Transit Tax Revenues, will not move forward until Implementation Agreements, which shall include a Capital Funding Agreement and an Operating Agreement, are executed by and between the Implementing Party; GoTriangle, as administrator of the Special District, and CAMPO, if the Implementing Agreement involves federal or state funding that is otherwise under the distribution and program management responsibility of CAMPO or, regardless of funding source, constitutes a regionally significant project as defined in 23 CFR § 450.104; and

WHEREAS, no Implementation Elements awarded funding through the Community Funding Area Program will move forward until an Implementation Agreement, which shall include Capital Funding Agreements or Operating Agreements, is executed by and between the Implementing Party; GoTriangle, as administrator of the Special District; and CAMPO.

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to, inter alia, N.C.G.S. §§ 160A-20.1; 160A-312; 160A-313; 160A-610; 153A-275; 153A-276; and 153A-449.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants herein contained, the Parties hereto agree as follows:

1. **Term:**

The Agreement shall become effective upon execution by all Parties ("Effective Date"). The term of this Agreement shall be from the Effective Date until December 31, 2026. The Parties may extend the term of this Agreement or may otherwise amend this Agreement as set forth in Section 7.

2. **Purpose:**

The purpose of this Agreement is to outline the details of how the Project(s) listed in Exhibit A attached hereto and incorporated herein by reference, being an approved Project(s) in the Wake County Transit Annual Work Plan, shall be implemented, in accordance with the requirements of the Participation Agreement.

3. **Responsibilities:**

A. Responsibilities of the Implementing Party.

(1) The Implementing Party shall provide the Projects listed in Exhibit A and fund the cost of the Projects on an up-front basis, except as provided herein. The Implementing Party is responsible for ensuring funds are available to pay for the Projects prior to requesting reimbursement from GoTriangle.

(2) The Wake Transit Work Plan Reimbursement Request and Financial Report Template ("Reimbursement Request Template") must be submitted by the Implementing Party at least quarterly but may be as often as is efficient and effective for the Implementing Party. The reimbursement request shall be emailed to waketransitreimbursement@gotriangle.org with a copy to CAMPO, specifically Ben.Howell@campo-nc.us .

All Reimbursement Requests must be made using the Wake Transit Work Plan Reimbursement Request and Financial Report template agreed to by the Parties and must include a signed statement by the Implementing Party's Finance Officer or designee stating that funds were spent in accordance with the Wake Transit Work Plan and with all applicable laws, rules, and regulations, and that the Reimbursement Request includes items due and payable. All Reimbursement Requests shall be based on actual expenses incurred as recorded in the financial system.

(3) In special circumstances where an advance payment may be required, Reimbursement Requests must be submitted using the Reimbursement Request Template and with a justification for the advance payment request.

Advance payments received by the Implementing Party must be disbursed within 72 hours of receipt from GoTriangle.

(4) Any performance on which an Implementing Party receives reimbursement must be performed by June 30 of that fiscal year.

(5) Reimbursement Requests for expenses incurred as of June 30, 2026, shall be submitted by August 10 for the fiscal year in which the work was done.

(6) Further, the Implementing Party shall:

(a) Ensure that Wake Transit funds provided by GoTriangle are not misappropriated or misdirected to any other account, need, project, or line item, other than as listed in Exhibit A. The Implementing Party shall have an obligation to return any reimbursed or advanced payments that were misappropriated or expended outside the approved Project(s) listed in Exhibit A.

(b) Ensure that a minimum of 50 percent of the total costs associated with the project, as described in Exhibit A, are expended from the Implementing Party's funds that were demonstrated through its application to the Community Funding Area Program to be provided as the required matching funds for the program. All Reimbursement Requests submitted by the Implementing Party shall detail total costs expended for the project along with the reimbursable amount. The total Reimbursement Requests for reimbursable costs shall not exceed the amount allocated to the project as described in Exhibit A.

(c) Monitor award activities, to include sub-awards, to provide reasonable assurance that funds are spent in compliance with applicable requirements. Responsibilities include accounting for receipts and expenditures, cash management, maintaining adequate financial records, and refunding disallowed expenditures.

(d) Maintain a financial management system adequate for monitoring the accumulation of costs.

(e) Meet with staff from CAMPO within sixty (60) days of the execution of this agreement to discuss the scope of work, timeline, reporting requirements, public engagement activities, reimbursement requirements for the project, as well as to discuss a schedule for any subsequent project oversight meetings.

(7) The Implementing Party shall coordinate with CAMPO to ensure the Project is considered for inclusion in the CAMPO Transportation Improvement Program.

B. Responsibilities of GoTriangle.

(1) GoTriangle, as administrator of the Triangle Tax District, shall have the responsibilities and duties as set forth in the Governance ILA, including appropriating funds from the FY 2026 Triangle Tax District Wake Operating Ordinance in accordance with the Governance ILA. The specific appropriation and approved project budgets are further detailed in Exhibit A and in the FY 2026 Wake Transit Work Plan.

(2) GoTriangle, upon receipt of a Reimbursement Request, shall verify within five business days whether the Reimbursement Request is complete; is within the approved budget; is within the annual work plan; and is in accordance with the Wake Transit Billing, Payment, and Reimbursement Policy and Guidelines, adopted by GoTriangle on June 28, 2017 and CAMPO on June 21, 2017 and subsequently amended and adopted by GoTriangle on June 23, 2021 and CAMPO on June 16, 2021. Payment will be remitted within thirty (30) days of verification to the Implementing Party according to the payment instructions on file.

If GoTriangle is unable to verify the Reimbursement Request, GoTriangle shall, within two (2) business days, notify the Implementing Party in writing of the deficiencies in the Reimbursement Request. The Implementing Party may thereafter submit a revised Reimbursement Request ("Revised Reimbursement Request"), which shall be verified within five business days of receipt. If the Revised Reimbursement Request is denied, CAMPO or the Implementing Party may place the item on the next TPAC agenda for discussion and a recommendation to GoTriangle, CAMPO, and the Implementing Party.

(3) Where advance payments are requested, GoTriangle, after due consideration of the request, will remit funds via payment instructions on file.

(4) All disbursements from GoTriangle shall be in accordance with North Carolina General Statute 159 Article 3, known as the North Carolina Budget and Fiscal Control Act, and the Wake Transit Financial Policies and Guidelines, adopted by GoTriangle on June 28, 2017, and CAMPO on June 21, 2017, and subsequently amended and adopted by GoTriangle on June 23, 2021, and CAMPO on June 16, 2021.

C. Responsibilities of CAMPO

(1) CAMPO shall work with the Implementing Party to have the Project considered for inclusion in the CAMPO Transportation Improvement Program.

(2) Within five (5) business days of receiving a Reimbursement Request from the Implementing Party, CAMPO shall verify that the Reimbursement Request is complete, is within the approved budget, and is consistent with the scope of the project as reflected in Exhibit A and any other applicable scope-related attachments or exhibits to this Agreement.

(3) Meet with staff from the Implementing Party within sixty (60) days of the execution of this agreement to discuss scope of work, timeline, reporting requirements, public engagement activities, reimbursement requirements for the project, as well as to discuss a schedule for any subsequent project oversight meetings.

4. **Minimum Service Standards:**

For the Projects listed in Exhibit A, the Implementing Party agrees to provide for:

A. Maintenance of all vehicles and facilities in accordance with a preventative maintenance program.
B. Maintenance of all vehicles and facilities in a safe and dependable condition and cleaning of all vehicles and facilities regularly.
C. Monitoring of services and responding to incidents in a timely and professional manner.
D. Regular reviews of service including: safety, on-time performance, customer satisfaction, accessibility, cleanliness, security, and customer service training.
E. Public engagement activities in accordance with state and federal guidelines and agency and municipal policies and procedures, if applicable.

5. **Performance Reporting:**

Unless otherwise agreed in writing between Parties, the Implementing Party shall report operating statistics and ridership to the National Transit Database and to the North Carolina Department of Transportation Public Transportation Division.

The Implementing Agency also agrees to provide quarterly and annual reporting per the Master Participation Agreement for the Reported Deliverables as identified in Exhibit A using a Reporting Template agreed to by the Parties. The

Implementing Agency shall include in its quarterly reports any details of issues that may impact delivery of the Projects identified in Exhibit A.

The Annual Wake Transit Report prepared by GoTriangle shall provide information regarding how strategic public transit objectives have been met and shall include the performance achieved, the strategies being followed, and performance targets and key milestones for capital projects and operating services.

Quarterly Status Reports prepared by GoTriangle and/or CAMPO shall provide information regarding progress toward strategic objectives outlined in the Wake Transit Work Plan and include the performance achieved, the strategies being followed, and performance targets and key milestones for Capital Projects and operating services identified in the Wake Transit Work Plan. GoTriangle shall include in its Quarterly Status Reports any details of issues that may impact delivery of funding for the Projects identified in Exhibit A.

The Parties agree to share supporting documentation, if requested, in addition to their quarterly and annual reporting, in a timely manner.

6. **Further Agreements:**

The Parties agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the intention of this Agreement. The Parties agree to work together in good faith and with all due diligence to provide for and carry out the purpose of this Agreement.

7. **Amendment:**

Any extension of the term of this Agreement and/or change to the content of this Agreement shall be by written amendment signed by all Parties.

8. **Breach; Termination:**

In the event that (1) the Implementing Party is not able or fails to provide a Project(s) as required by the Agreement; or (2) GoTriangle is not able or fails to provide funding for a Project(s) as required by the Agreement; or (3) GoTriangle fails to fulfill its responsibilities and duties as set out in the Governance ILA; or (4) any Party fails to fulfill a responsibility or duty of this Agreement; or (5) any Party withdraws from the Master Participation Agreement (separately each a “breach”), any Party to this Agreement shall notify the Clerk to the TPAC Committee and the other Parties to this Agreement. The Non-Breaching party may place the item on

a TPAC agenda for discussion and a non-binding recommendation to the Parties. The Non-breaching Party may provide the Breaching Party with a period of time to cure the breach to the reasonable satisfaction of the Non-breaching Party. If the breach is not timely cured, or cannot be cured, the Non-breaching Party may (1) elect to terminate this Agreement in full; or (2) elect to terminate this Agreement only as to one or more Projects listed in Exhibit A. In the event of breach of this Agreement, the Parties shall be entitled to such legal or equitable remedy as may be available, including specific performance.

In the event the Agreement is terminated for any reason other than by the end of the Term of the Agreement:

(a) The Implementing Party shall not be required to continue implementing the Projects, but may elect to continue implementing the Projects using funds from sources other than the Wake Transit Tax.
(b) GoTriangle shall reimburse the Implementing Party for any expenses for the Projects that have been approved in the annual work plan and made in reliance on this Agreement, whether or not a Reimbursement Request has been made by Implementing Party at the time of termination. The Implementing Party shall have sixty (60) days after the date of termination to submit all Reimbursement Requests.
(c) The Implementing Party shall report the final status for its deliverable and GoTriangle shall do a final quarterly report and shall issue the annual report required by this Agreement.

9. **ADA and Paratransit Requirements:**

The Implementing Party shall provide paratransit service as required by law within the ADA-required radius of the all-day fixed-route bus services implemented as Projects pursuant to this Agreement.

10. **Record Retention:**

All parties must adhere to record retention guidelines as set forth in North Carolina General Statutes or federal guidelines as appropriate.

11. **Notices:**

Any notice given pursuant to this Agreement shall be deemed given if delivered by hand or if deposited in the United States Mail, postage paid, certified mail, return receipt requested and addressed as follows:

If to GoTriangle:

GoTriangle
Attn: President and CEO
4600 Emperor Blvd, Suite 100
Durham, NC 27703

And with a copy to:
GoTriangle
Attn: General Counsel GoTriangle
4600 Emperor Blvd, Suite 100
Durham, NC 27703

If to Clerk to the TPAC Committee:
CAMPO
Attn: Clerk to the TPAC Committee
One Fenton Main Street, Suite 201
Cary, NC 27511

If to CAMPO:
CAMPO
Attn: Executive Director
One Fenton Main Street, Suite 201
Cary, NC 27511

If to Town of Holly Springs:
Town of Holly Springs
Attn: Town Manager
PO Box 8
Holly Springs, NC 27540

12. **Representations and Warranties:**

The Parties each represent, covenant and warrant for the other's benefit as follows:

a. Each Party has all necessary power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement, and the individuals signing this Agreement have the right and power to do so. This Agreement is a valid and binding obligation of each Party.
b. To the knowledge of each Party, neither the execution and delivery of this Agreement, nor the fulfillment of or compliance with its terms and conditions, nor the consummation of the transactions contemplated by this Agreement, results in a breach of the terms, conditions and provisions of any agreement

or instrument to which a Party is bound, or constitutes a default under any of the foregoing.

c. To the knowledge of each Party, there is no litigation or other court or administrative proceeding pending or threatened against such party (or against any other person) affecting such Party's rights to execute or deliver this Agreement or to comply with its obligations under this Agreement. Neither such Party's execution and delivery of this Agreement, nor its compliance with its obligations under this Agreement, requires the approval of any regulatory body or any other entity the approval of which has not been obtained.

d. The Parties agree to work together in good faith and with all due diligence to provide for and carry out the purpose of this Operating Agreement.

13. **Merger and Precedence:**

The provisions of this Agreement, including all Exhibits and attachments, constitute the entire agreement by and between the Parties hereto and shall supersede all previous communications, representations or agreements, either oral or written between the Parties hereto with respect to the subject matter hereof. Notwithstanding the foregoing, in the event of any inconsistency or conflict between this Agreement and the Participation Agreement or the Governance ILA, the terms of the Participation Agreement and Governance ILA have precedence.

14. **Dispute Resolution:**

In the event of conflict or default that might arise for matters associated with this Agreement, the Parties agree to informally communicate to resolve the conflict. If any such dispute cannot be informally resolved, then such dispute, or any other matter arising under this Agreement, shall be subject to resolution in a court of competent jurisdiction. Such disputes, or any other claims, disputes or other controversies arising out of, and between the Parties shall be subject to and decided exclusively by the appropriate general court of justice of Wake County, North Carolina.

15. **No Waiver of Non-Compliance with Agreement:**

No provision of this Agreement shall be deemed to have been waived by any Party hereto unless such waiver shall be in writing and executed by the same formality as this Agreement. The failure of any Party hereto at any time to require strict performance by the other of any provision hereof shall in no way affect the right of the other Party to thereafter enforce the same. In addition, no waiver or acquiescence by a Party hereto of any breach of any provision hereof by another Party shall be taken to be a waiver of any succeeding breach of such provision or

as a waiver of the provision itself.

16. **Governing Law:**

The Parties intend that this Agreement be governed by the law of the State of North Carolina. Proper venue for any action shall solely be Wake County.

17. **Assignment:**

No Party may sell or assign any interest in or obligation under this Agreement without the prior express written consent of the other Parties.

18. **Independence of the Parties:**

Nothing herein shall be construed to modify, abridge, or deny the authority or discretion of any Party to independently develop, administer, or control transportation projects pursuant to enumerated authority or funding sources separate from those in this Agreement.

19. **Execution in Counterparts/Electronic Version of Agreement:**

This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Any Party may convert a signed original of the Agreement to an electronic record pursuant to a North Carolina Department of Natural and Cultural Resources approved procedure and process for converting paper records to electronic records for record retention purposes. Such electronic record of the Agreement shall be deemed for all purposes to be an original signed Agreement.

20. **No Waiver of Sovereign Immunity:**

Nothing in this Agreement shall be construed to mandate purchase of insurance by any municipality pursuant to N.C.G.S. 160A-485; or to in any other way waive any Party's defense of sovereign or governmental immunity from any cause of action alleged or brought against any Party for any reason if otherwise available as a matter of law.

21. **No Waiver of Qualified Immunity:**

No officer, agent or employee of any Party shall be subject to any personal liability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute this Agreement in their official capacities only, and not in

their individual capacities. This section shall not relieve any such officer, agent or employee from the performance of any official duty provided by law.

22. **Verification of Work Authorization; Iran Divestment Act:**

All Parties, and any permitted subcontractors, shall comply with Article 2, Chapter 64, of the North Carolina General Statutes. The Parties hereby certify that they, and all permitted subcontractors, if any, are not on the Iran Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.59.

23. **No third-Party Beneficiaries:**

There are no third-party beneficiaries to this Agreement.

24. **E – Verify:**

The Parties shall comply with *E-Verify*, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64- 25 *et seq*. In addition, to the best of the Parties' knowledge, any subcontractor employed by The Parties as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 *et seq.* In cases of conflict between this Contract and any of the above incorporated attachments or references, the terms of this Contract shall prevail.

25. **Companies Boycotting Israel Divestment Act Certification:**

The Parties certify that they have not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147- 86.81.

26. **Electronic Signatures:**

Parties acknowledge and agree that the electronic signature application Adobe Sign may be used to execute this Agreement and any associated documents. By selecting "I Agree," "I Accept," or other similar item, button, or icon via use of a keypad, mouse, or other device, as part of the Adobe Sign application, Parties consent to be legally bound by the terms and conditions of this Agreement and that such act constitutes Parties' signatures as if signed by Parties in writing. Parties also agree that no certification authority or other third-party verification is necessary to validate the electronic signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of the

electronic signature. Parties acknowledge and agree that delivery of a copy of this Agreement or any other document contemplated hereby, through the Adobe Sign application, will have the same effect as physical delivery of the paper document bearing an original written signature.

SIGNATURE PAGES FOLLOW

RESEARCH TRIANGLE REGIONAL PUBLIC TRANSPORTATION AUTHORITY (d/b/a GoTriangle) By:_____ Brian C. Smith, President and CEO This, the____day of _____ 2025.	This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act. _____ Michelle Jeng, Chief Financial Officer for GoTriangle This, the____day of _____ 2025.
	Reviewed and Approved as to legal form. _____ T. Byron Smith, General Counsel

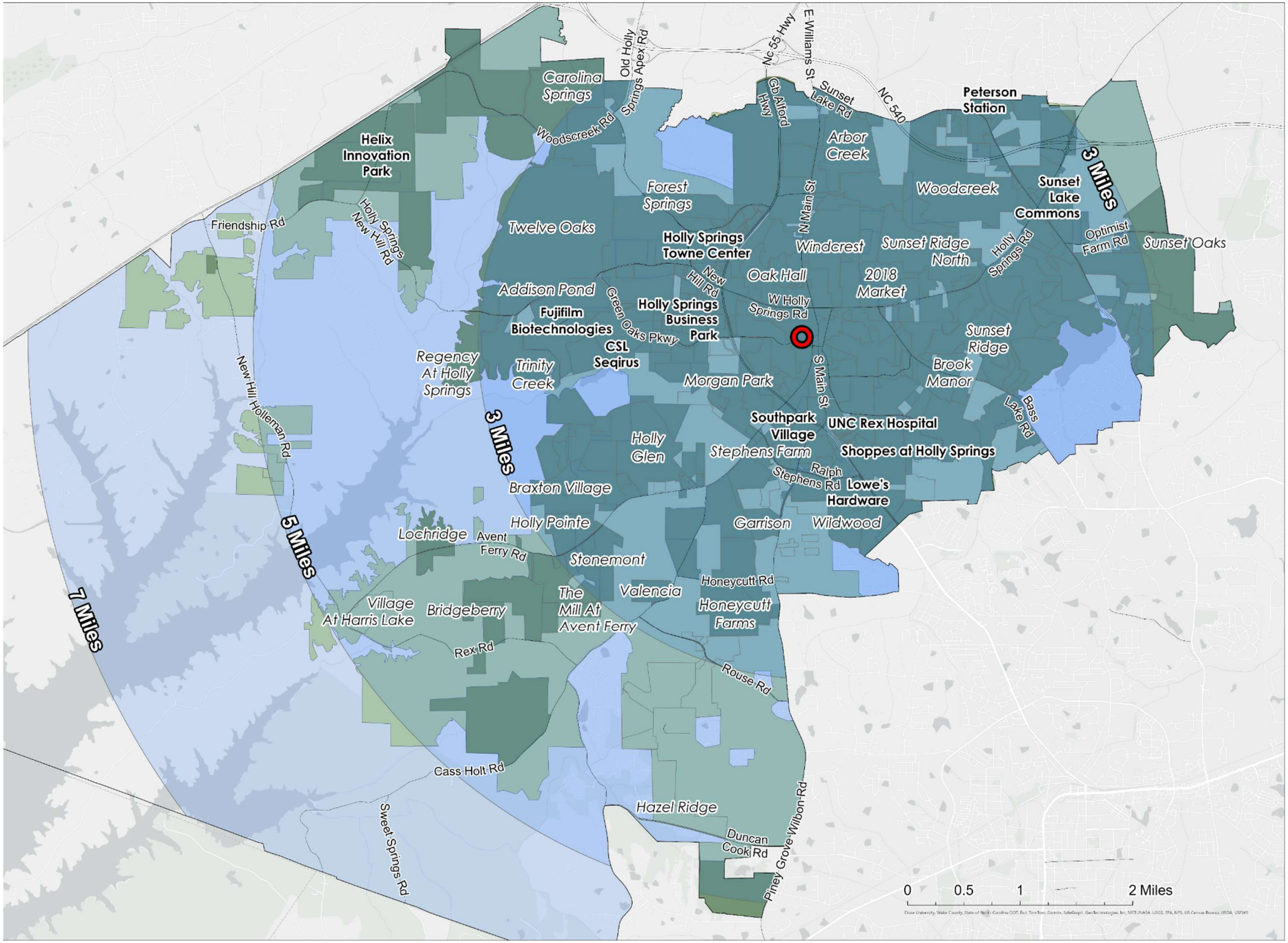
NC CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION "CAMPO"

By: _____
Chris Lukasina, Executive Director

Attest:

By: _____
Ben Howell, Wake Transit Program Manager

Town of Holly Springs By: _____ Randy Harrington, Town Manager This, the ___ day of _____, 2025.	This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act. By: _____ Antwan Morrison, Chief Financial Officer This, the ___ day of _____, 2025.
Attest: By: _____ Linda McKinney, Town Clerk	



Holly Springs Microtransit Service Area

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 18.

New Business
Title: Avent Ferry Rd. Widening (Phase 2) - Design Contract
Strategic Priority Area: Growth Management & Economic Vitality
Vibrant Community
Community Safety
Staff Resource: Kendra Parrish, Utilities and Infrastructure, Carrie Mitchell, Utilities and Infrastructure

Action(s):

- Award and authorize the Town Manager to sign and execute the Exult Engineering design contract in the amount of $1,033,068 plus project contingency up to an additional $166,932 for a total design project budget of $1,200,000.
- Authorize the Town Manager to execute any change orders for the design contract within the approved design project budget.

Explanation:

- The proposed project will widen Avent Ferry Road from Ralph Stephens Road to Cass Holt Road to a 4-lane median divided cross-section to include tapering as the cross-section narrows down to the 2-lane section of Avent Ferry Road.
- During May 2025, Town staff reviewed Letters of Interest from eleven (11) design consultants for the Avent Ferry Road Widening (Phase 2) design, survey and construction documentation contract.
- Exult Engineering was selected using the State of North Carolina mandated Qualifications-Based Selection (QBS) process.
- Town staff recommends awarding the contract to Exult Engineering for a flat fee of $1,033,068 with a requested contingency (due to unusual complexity, uncertain utility impacts) of $166,932 totaling $1,200,000.
- Funding for the design and survey will be from the Town Council Approved Community Investment Plan (CIP), with all phases of this project (Design, ROW acquisition, and Construction) being 100% funded/reimbursed by the NCDOT.
- Town staff will provide administration for the project.
- The design engineering contract includes survey, traffic studies, roadway & pedestrian design, permits, right-of-way management and documentation, public outreach and bid plan documents.
- Construction plans will provide a clear guide for roadway improvements in conjunction with future development within project limits.
- Any additional work outside of the NCDOT approved scope must be funded by the Town.
- Project will be administered by Town of Holly Springs staff.

Background:

- Over the past two years, Council has desired to identify creative ideas to advance the Avent Ferry Rd. Phase II project, which is a state NCDOT project.
- A partnership option has been identified with NCDOT, in which the Town will administer the project and NCDOT will fund it.
- The improvement is approximately 3/4 mile long from Ralph Stephens Road to Cass Holt Road.
- The improvement will improve the current road to a 4-lane median divided cross-section to:
    - Increase road capacity
    - Provide enhanced safe bike & pedestrian routes
    - Provide safer intersections
- NCDOT funding challenges have impacted the original project timing, which was originally conceived back in the 2010s by the Town and NCDOT. This prior agreement has expired.
- In early 2025, the project was placed back on the NCDOT State Transportation Improvement Program (STIP), making project state funds once again available.
    - NCDOT will issue a new Municipal Agreement with the Town in the Fall of 2025 for Town Council's consideration
    - Estimated project cost of $20.2M to be 100% funded by NCDOT
    - NCDOT will reimburse the Town for project expenses
- Municipal Agreement will pay for:
    - Design, Survey, and Construction Documents
    - Private Utility Relocations
    - Property Acquisition (Right-of-Way, easements, etc.)
    - Construction
- $7.5M is currently available for reimbursement
- Construction is anticipated to begin in 2029.

Funding Source(s):

Community Investment Plan - NCDOT Funded

Attachment(s):

1. AFRII_Design_Scope
2. AFRII_Project_Map
3. Contract for PROFESSIONAL SERVICES - Exult Engineering3

EXULT ENGINEERING
304-F West Millbrook Road • Raleigh, NC 27609
984-500-5426 • www.exultengineering.com

Tim Athy
Engineering III
Town of Holly Springs
128 S. Main St
Holly Springs, NC 27540

August 6, 2025

Dear Mr. Athy,

Exult Engineering, PC ("Exult" or "Consultant") is pleased to present this task order scope and fee estimate to the Town of Holly Springs ("Town" or "Client") for providing transportation engineering services related to the U-5889, Avent Ferry Road Widening, Phase II project in Holly Springs, NC.

PROJECT OVERVIEW

GENERAL

Project Location: Avent Ferry Road (SR 1115) between Cass Holt Road (SR 1116) and Ralph Stephens Road (SR 1114). The project will include the necessary adjustments to tie back to existing conditions. Refer to Figure 1 for project limits.

Figure 1: Project Location Map

Primary Contact Person/Project Manager: Cathy Kennedy, PE, 203 W. Millbrook Rd, Ste 200, Raleigh, NC 27609, (984) 263-9639

Primary Responsible Person/Principal: Cole Dagerhardt, PE, 203 W. Millbrook Rd, Ste 200, Raleigh, NC 27609, (984) 500-5426

Miscellaneous Statements:

- The Town of Holly Springs will have ownership of all work products.
- The Town of Holly Springs will have an opportunity to review and/or inspect the deliverables prior to final.
- Extent and Manner of Liability: To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's officers, directors, members, partners, agents,

employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to $2,000,000 or the total amount of compensation received by Engineer, whichever is greater.

- The contract will be a lump sum contract and all submitted invoices will include the Town's project number (17-009). Refer to the *Fees and Expense* section for additional information.

PROJECT UNDERSTANDING

The purpose of U-5889, Avent Ferry Road Widening, Phase II is to widen Avent Ferry Road (SR 1115) between Cass Holt Road (SR 1116) and Ralph Stephens Road (SR 1114) to a four-lane median divided curb and gutter facility with a sidewalk and/or sidepath along both sides.

It is our understanding that the project is using state funds through the NCDOT Strategic Transportation Investment (STI) law and is being administered by the Town of Holly Springs as a Locally Administered Project Program (LAPP) project. There is also potential for future federal funding and as such, the proposed project design approach is set to meet the requirements of this potential funding.

Exult and its subconsultants (McAdams, Wetherill, Three Oaks Engineering, and Falcon) will provide final engineering design services for U-5589, Avent Ferry Road Widening, Phase II as specifically stated below. The project design process is anticipated to be 28-months. The designs will be performed in accordance with Town, NCDOT, ADA, and AASHTO standards and guidelines.

SCOPE OF SERVICES

TASK 1 – MEETINGS AND COORDINATION

Exult will coordinate with project team members and Town staff and provide project administration through the anticipated 24-month active design duration (28-months total including ROW). The coordination will include regular transmittals of project correspondence; review of analyses, documents, and design; and telephone contact for items requiring attention. Specific meetings and coordination within this task consist of the following:

- Project Kickoff Meeting – Virtual
- Provide Monthly Progress Reports with Invoices (anticipated 28-months)
- Conduct field review of project corridor, existing conditions, and project survey
  - Two (2) in-person attendees for field walk.
- Design Review Meetings with the Town (25%, 75%, and 90% Plans)
  - Two (2) in-person attendees for up to a 2-hour meeting (Town Hall)
- Design Review Meeting with NCDOT (25%, 75%, and 90% Plans)
  - Two (2) virtual attendees for 1-hour meetings
- Progress Meetings/Conference Calls
  - Two (2) virtual attendees for 1- hour conference calls every other week or as scheduled by Town and Design Team (assumed up to 36 bi-weekly meetings)
  - Two (2) virtual attendees for up to five (5) additional 1-hour conference calls
    - This could be used for meetings such at TRC pre-application meeting, meetings with different Town departments, follow-up meetings after public comment, etc.
- Up to four (4) Town Council Meetings
  - Each meeting will have two (2) in-person attendees for a 2-hour council meeting
  - PowerPoint presentation to present status of project at corresponding meeting
- Up to six (6) coordination meetings with the current adjacent developments to coordinate designs (i.e. EPCON (Graham Woods), Avent Commercial Property (Beazer Homes))
  - Two (2) virtual attendees for 1-hour meetings
- Up to two (2) meetings each with up to eight (8) adjacent stakeholders along the project corridor (i.e. Holly Glen neighborhood HOA, The Overlook at Holly Glen HOA (Capeside Realignment), Wake County Public School System (WCPSS), Holly Grove Elem/Middle and Holly Springs High School Principles, Autumn Park HOA, Fire Station #2/Wake County EMS)
  - Two (2) virtual attendees for a 1-hour meeting (up to 8 meetings)
  - Two (2) in-person attendees for a 1-hour meeting (up to 8 meetings)
- Coordination with subconsultants and design team throughout project duration
- Develop a project work plan, summarize the project schedule, and maintain the schedule for the anticipated 28-month project duration referenced above.

DELIVERABLES:

- Monthly invoicing and progress reports (28 months)
- 25%, 75%, and 90% Plans Review Meeting and Meetings Notes
- Progress Meeting/Conference Call, Coordination Meeting and Stakeholder Raw Meeting Notes
- Updated project schedule with dates for key milestones

TASK 2 – SURVEY AND EASEMENT

McAdams (as a subconsultant to Exult) will be providing design Surveys, SUE Level B, SUE Level A and Exhibits and Plats for ROW Acquisition purposes and physical staking (prelim and final) of proposed ROW and Easements. See *APPENDIX A* for full scope of services being provided by McAdams (dated July 24, 2025) and consists of the following tasks.

TASK 2A – SURVEY AND EASEMENT PLATS

DELIVERABLES:

- Mapping will be a 50 scale drawing (.dwg and .dgn formatting)
- Surface file (.XML formatting)
- Up to 25 Sealed Right-of-Way Easement Exhibits and Legal Descriptions (PDF)
- Up to 6 Sealed Right-of-Way Easement Plat Maps (PDF and Mylar)

TASK 2B – SUE LEVEL 'B'

DELIVERABLES:

- CAD file with SUE Level B (.dwg and .dgn formatting)

TASK 2C – SUE LEVEL 'A'

DELIVERABLES:

- Up to 20 test hole data sheets

TASK 3 – 25% PRELIMINARY PLANS

Upon completion of the survey, the Exult Team will prepare 25% preliminary plans consisting of the proposed horizontal and vertical roadway alignment; sidewalk and/or sidepath; curb and gutter; preliminary construction limits, preliminary ROW and easements; typical sections, and title sheet. From discussions during the scoping meeting on June 23rd, the project will generally apply the typical section shown in the Towns CTP, which consists of a 4-lane divided curb and gutter section with a raised median and sidewalk and/or sidepath. The desired lane widths and median width will be coordinated at the start of this task during a bi-weekly coordination call. This project will have a design speed of 40-mph due to a posted speed limit of 35-mph. The design will be performed in accordance with the applicable Town, NCDOT, ADA, and AASHTO standards and guidelines.

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST (EOPCC)

The Exult Team will also prepare a preliminary Engineer Opinion of Probable Construction Cost (EOPCC). The EOPCC will be prepared using NCDOT bid averages and recent bid tabulations for projects of a similar size and nature. Please note that the Engineer has no control over the cost of labor, materials, or equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable construction costs are made on the basis of the Engineer's experience and qualifications and represent the Engineer's judgment as a design professional familiar

with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from opinions of probable cost prepared for the Client.

Exult will prepare 25% preliminary plans on sheets at a scale of 1" = 50' horizontal and 1" = 10' vertical.

Exult will submit an electronic 22" x 34" PDF set of plans concurrently to the Town via the development review portal and also provide a PDF of the plans via email to the Town Project Manager for the Town's submittal to NCDOT via the EBS portal for review and comment.

As noted in the meetings and coordination task, Exult will attend a separate 25% Review Meeting with both the Town (in-person) and NCDOT (virtual) following receipt of comments.

After the 25% review meeting, Exult will make up to one (1) round of revisions to address any alignment/typical section comments (if needed). A PDF of the revised preliminary plans will be submitted to the Town Project Manager via email. The Town Project Manager can submit the revised preliminary plans to NCDOT via the EBS portal for approval.

DELIVERABLES:

- 25% Preliminary Plans (Title Sheet, Typicals, Plan and Profile) (PDF)
- 25% Preliminary EOPCC (PDF)
- Revised 25% Preliminary Plans, EOPCC, and response to comments (if needed) (PDF)

TASK 4 – TRAFFIC STUDY

TASK 4A – TRAFFIC FORECAST

DATA COLLECTION

TRAFFIC COUNTS

Exult will collect 13-hour (6:00 am – 7:00 pm) turning movement count data (including bicycles and pedestrians) on a typical weekday at the following existing study intersections while school is in session:

- Avent Ferry Road at Ralph Stephens Road/Paddock View Drive
- Avent Ferry Road at Autumn Park Avenue
- Avent Ferry Road at Holly Springs Middle School Driveway
- Avent Ferry Road at Cass Holt Road/Capeside Avenue
- Avent Ferry Road at Holly Meadow Drive/Children's Lighthouse Driveway
- Cass Holt Road at Holly Springs Elementary School Driveway
- Cass Holt Road at Holly Springs High School Northern Driveway
- Cass Holt Road at Holly Springs High School Southern Driveway

Exult will collect 48-hour tube count data on a typical weekday at the following location:

- Avent Ferry Road between Logging Road and Autumn Park Avenue
- Cass Holt Road between Holly Springs Elementary School Driveway and Holly Springs High School Northern Driveway

Data collection required for other intersections not mentioned above is not included in this scope of services.

BACKGROUND DATA

Exult will collect available historical AADT data, NCDOT Traffic Survey Group information, and any previous traffic forecast information.

REVIEW AND ANALYSIS OF EXISTING DATA

Exult will develop growth rates for long term historic growth. Turning movement counts will be converted to AADT volumes for use in the forecast.

TRAFFIC FORECAST

Exult will develop a traffic forecast using the Triangle Regional Model for the study intersections under the following scenarios:

- 2025 Base Year No Build
- 2050 Future Year No Build
- 2050 Future Year Build

Analysis required for other years or scenarios not mentioned above will fall under additional services.

DOCUMENTATION

Exult will summarize our analysis and results providing a Project Level Traffic Forecast Report. The report will include a detailed summary of existing conditions, future conditions, data analysis tables, and traffic forecasting diagrams for submittal to the Town and NCDOT.

TASK 4B – CAPACITY ANALYSIS

Exult will follow the Town's *Traffic Study Policy* as much as possible. However, several elements will not be applicable for this project since it is not a development project. The following elements from the *Traffic Study Policy* will be included in the documentation and analysis:

- Existing conditions analysis with the existing roadway network
- Future year no-build analysis with the volumes determined by the traffic forecast and expected future year no-build network with committed improvements by others
- Future year build analysis with the volumes determined by the traffic forecast and widening of Avent Ferry Road
- Capacity analysis inputs consistent with NCDOT's *Capacity Analysis Guidelines* and the Town's *Traffic Study Policy*

The following elements from the *Traffic Study Policy* will be included in the documentation:

- Table of contents
- Executive summary
- Project description
- Methodology summary
- Results and conclusions
- Appendices

DATA COLLECTION

SITE VISIT

Based on the study area defined above, we will perform a site visit to collect data regarding existing traffic conditions such as existing lane geometry, available storage lengths, signal control information, posted speed limits, current traffic flow patterns, and constructability constraints. This data is necessary to develop traffic analysis models.

BACKGROUND DATA

Exult will obtain necessary available traffic data from the North Carolina Department of Transportation (NCDOT) and the Town. This data may include existing traffic count data, approved development traffic data, historical growth rates, and available traffic forecasts, as well as any signal plans and signal timing information. We will review the adjacent street network, available public planning documents, plans for adjacent development projects, and planned roadway improvements committed to by NCDOT, the Town, or others. Exult will obtain available Traffic Impact Analysis (TIA) reports prepared and submitted for planned future developments along the corridor. We will obtain information related to committed improvements at the intersections from the Town, NCDOT, and approved development studies. Exult assumes up to ten (10) approved developments will be included in the scope of work for this study. If additional approved developments are later required to be included in the study, this will be considered an Additional Service and will result in additional effort and fee.

VOLUME DEVELOPMENT

Exult will determine existing and future year peak hour volumes by converting the AADT's estimated in the traffic forecast to peak hour volumes.

TRAFFIC CAPACITY ANALYSIS

Exult will perform detailed traffic engineering capacity analyses utilizing Synchro 11 for the study intersections under the following traffic scenarios:

- Existing (2025) AM, PM, and School PM Peak Hour
- Future Year (2050) No-Build AM, PM, and School Peak Hour
- Future Year (2050) Build AM, PM, and School PM Peak Hour

Analysis required for other years or scenarios not mentioned above will fall under Additional Services.

Exult will analyze and report the level of service (LOS) and delay for each study intersection and approach. We will analyze and report the 95% queueing for all exclusive turn lanes at the study intersections. Exult will utilize SimTraffic simulation software to observe delay or queueing issues and report maximum queue lengths.

These results will be used to develop recommendations for roadway geometry for the study intersections to accommodate the anticipated future traffic.

DOCUMENTATION

Exult will summarize our analysis and results by following *NCDOT Capacity Analysis Guidelines* in the form of a DRAFT Technical Report. The Technical Report will include a detailed summary of existing conditions, future conditions, and recommendations.

Exult will provide an electronic copy of the DRAFT Technical Report to Town staff for review. We will attend up to one (1) meeting with Town staff following the review to present our analysis and recommendations. We will provide feedback on questions or comments related to the DRAFT.

Exult will address up to one (1) round of comments and prepare a FINAL Technical Report for submittal to the Town and NCDOT.

DELIVERABLES:

- 2025 BYNB, 2050 FYNB, and 2050 FYB Traffic Forecast diagrams
- Project Level Traffic Forecast Report
- DRAFT Technical Report
- FINAL Technical Report
- Electronic Synchro files

TASK 5 – PUBLIC OUTREACH

The Exult Team will prepare for and attend up to three (3) drop-in style public meetings – Pre-Design Public Meeting, 25% Design Public Meeting, and Pre-Construction Public Meeting. The purpose of the first two meetings will be to share the design plans with the community and receive public input. The Exult Team will coordinate with the Town to establish a date, time and location for each meeting. For the Pre-Design Meeting, Exult will prepare a colored map of the design corridor with existing property information. For the 25% Meeting, Exult will prepare a colored map of the design overlaid on an aerial. For both of these meetings, the Exult Team will prepare a postcard to be distributed in advance of the meeting, a handout to be shared during the meeting, a public comment card to collect input, and public meeting sign-in sheet. A digital version of the public meeting material will also be provided to the Town for use on its website and social media platforms.

The third meeting, a Pre-Construction Public Meeting, will be held prior to the start of the construction. This meeting will serve to update the public on the construction schedule and phasing and provide an opportunity for attendees to ask questions related to construction. Like the earlier meetings, it will follow a drop-in format and will include a postcard for advance distribution, a handout, a public comment card, and a sign-in sheet. No map will be prepared for this meeting.

Three Oaks Engineering (as a subconsultant to Exult) will support Exult with this task. See *APPENDIX B* Task 5 – Public Engagement for full scope of services being provided by Three Oaks (dated July 31, 2025).

DELIVERABLES:

- Pre-Design and 25% Public Meetings will each include:
  - Postcard and associated mailing (Up to 1,000 mailings)
  - A roll plot aerial map of the corridor with the corresponding design and a proposed project typical section (Up to 2 copies)
  - A handout (Up to 500 copies)
  - Up to four (4) attendees for a 2-hour meeting
  - Summary of comments (Excel format)

- Pre-Construction Meeting will include:
  - Postcard and associated mailing (Up to 1,000 mailings)
  - A handout (Up to 500 copies)
  - Up to two (2) attendees for a 2-hour meeting

TASK 6 – NEPA AND ENVIRONMENTAL

Three Oaks Engineering (as a subconsultant to Exult) will be providing environmental services including wetland and stream delineations, a Preliminary Jurisdictional Determination (PJD) Package, preparing a Natural Resources Technical Report (NRTR) and associated deliverables (including protected species surveys), environmental permitting, and a Federal Highway Administration (FHWA) Type III Categorical Exclusion (CE). See *APPENDIX B* for full scope of services being provided by Three Oaks Engineering (dated July 31, 2025).

Additionally, Exult will provide the corresponding permit drawings for the environmental permitting application, including permit drawings for stream, wetland and riparian buffer impacts.

This task will be divided into the following subtasks:

TASK 6A – NATURAL ENVIRONMENTAL

See *APPENDIX B*, Task 1 - Preliminary Project Activities, Task 3 - Natural Resources Technical Report and Task 4 - Environmental Permitting for full scope of services.

Exult will provide the permit drawing submittals. It is assumed that up to 3 wetland sites, 1 stream site and 2 buffer sites will require permit drawings. A stream and wetland permit package and a riparian buffer impact permit package will be provided.

DELIVERABLES:

- Environmental Permitting Package and corresponding issued Permits from USACE and NCDWR
- DRAFT WEX file (.dgn and .dwg)
- FINAL WEX file
- FINAL updated WEX file, if an agency visit is required and changes are made to the delineation
- Survey Points Package for surveyors
- DRAFT and FINAL PJD Package, including revisions to the FINAL PJD Package if the agency site visit results in changes to the delineation (if visit is required)
- DRAFT NRTR and FINAL NRTR
- GPS files
- A copy of all shapefiles used to create the figures
- QA/QC form with signatures, if requested
- Stream and Wetland Impact Permit Drawings
- Riparian Buffer Impact Permit Drawings
- NCDWR Permit Application Fee (up to $1,000)

TASK 6B – COMMUNITY STUDIES

See *APPENDIX B*, Task 2 - Direct and Indirect Screen Tool.

DELIVERABLES:

- Direct and Indirect Screening Tool (DIST)

TASK 6C – ENVIRONMENTAL POLICY – CE DOCUMENT

See *APPENDIX B*, Task 6 - Environmental Documentation, Task 7 – Construction Consultation, and Task 8 - Project Coordination.

DELIVERABLES:

- Draft CE for review by Town of Holly Springs and NCDOT Division 5 staff (electronic copy only)
- Revised Draft CE for review (electronic copy only)
- Signed Final CE (electronic copy only)
- Draft Consultation for review by Town of Holly Springs and NCDOT Division 5 staff (electronic copy only)
- Revised Draft Consultation for review (electronic copy only)
- Signed Final Consultation (electronic copy only)

TASK 7 – HYDRAULIC DESIGN

Wetherill (as a subconsultant to Exult) will lead the Hydraulic Design Services task and coordinate with Exult and the Town while they perform these services. Hydraulic design will be submitted as a redline set between approved 25% plans and 75% submittal. The Stormdrain Design will be incorporated in the 75%, 90%, and 100% (Signed and Sealed)Plan Submittals. Temporary drainage is anticipated and will be incorporated into the work zone traffic control plans as needed. Field reconnaissance of the existing and proposed drainage features and patterns will be completed prior to design.

DELIVERABLES:

- Redline Drainage Submittal (submitted between approved 25% plans and 75% submittal)
- 75% Submittal:
  - Town of Holly Springs Construction Stormwater Checklist Form
  - Town of Holly Springs Stormwater Design Executive Summary Form
  - Storm Drainage Systems and Ditches included in plans.
  - Drainage details as needed.
  - Drainage Summary Sheet
  - Stormwater calculations per NCDOT standards.
  - Outfall analysis for two (2) locations per NCDOT Standards.
  - Stormwater Management Plan per NCDOT standards.
  - Provide any necessary Special Provisions

- OPCC for roadway and anticipated temporary drainage/traffic control items (.XLSX)
- Wetherill will provide a DRN file to reference into the plan sheets

- 90% Plans Submittal:
  - Revise drainage/calculations/OPCC based on Town/NCDOT 75% comments
- 100% Final Signed and Sealed Submittal:
  - Revise drainage/calculations/OPCC based on Town/NCDOT 90% comments

EXCLUSIONS:

- No structural BMP/SCM is assumed to be needed for this project. If required, a supplemental would be required.

TASK 8 – 75% ROW PLANS

TASK 8A: 75% ROADWAY SUBMITTAL

Exult will address remaining 25% comments and prepare the 75% Right of Way Plans consisting of the final roadway plan and profile, sidewalk/sidepath; curb ramps; curb and gutter; drainage, construction limits; cross sections; ROW and easements plan sheets; erosion control plans; combination pavement marking and signing plan; traffic management plans; preliminary signal layouts, preliminary utility plans (see Task 10 for additional details), preliminary UbO plans, construction details; typical sections, and title sheet. Additionally, the hydraulic design and geotechnical recommendations will be incorporated into the plans. The designs will be performed in accordance with applicable NCDOT, ADA, and AASHTO standards and guidelines.

Exult will prepare 75% Plans on sheets at a scale of 1" = 50' horizontal and 1" = 10' vertical. Exult will prepare preliminary cross sections at a scale of 1" =10'.

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST (EOPCC)

Exult will also prepare an Engineer's Opinion of Probable Construction Cost. The EOPCC will be consistent with NCDOT format and prepared using NCDOT bid averages and recent bid tabulations for projects of a similar size and nature. Please note that the Engineer has no control over the cost of labor, materials, or equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable construction costs are made on the basis of the Consultant's experience and qualifications and represent the Consultant's judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from opinions of probable cost prepared for the Client.

Prior to submitting the 75% plans, the Exult will complete a "Plans in Hands" field walk of the project corridor looking for any changes in existing conditions that could impact the design and as part of our final review of the 75% plans package.

Exult will submit an electronic 22 x 34" PDF of the plans concurrently to the Town via the development review portal and the EOPCC via email to the Town Project Manager for review. Exult will also provide a PDF via email for the Town's submittal to NCDOT via the EBS portal for review and comment. It is assumed since the project has LAPP funds, a separate encroachment agreement with NCDOT will not be required.

As noted in the meetings and coordination task, Exult will attend separate 75% Review Meetings with both the Town (in-person) and NCDOT (virtual) following receipt of comments.

After the 75% review meetings and receipt of Town, NCDOT, and agency comments, Exult will make one (1) round of revisions to incorporate comments that could impact right-of-way and easement needs. A full set of revised 75% plans will not be re-issued. Only the roadway plan sheets that show the right of way and easement revisions. These revised roadway plan sheets will be utilized to start the right-of-way acquisition phase of the project. Exult will submit an electronic 22 x 34" PDF of the updated plan sheets to the Town Project Manager via email. The Town Project Manager can submit the revised plan sheets to NCDOT via the EBS portal for approval.

TASK 8B: EROSION CONTROL PLANS AND PERMIT

Exult will layout and identify erosion control measures to reduce erosion and limit sedimentation runoff during construction. The design will be in accordance with the North Carolina Department of Energy, Mineral and Land Resources (NCDEMLR) and the Town requirements. Exult will submit to the North Carolina Division of Energy, Mineral and Land Resources (NCDEMLR) the necessary application, calculations, and erosion control plans for an erosion control permit. The preliminary erosion control plans will be included in the 75% Design Plans for Town review.

The actual submittal to NCDEMLR will occur following the acquisition of all ROW and Easements needed on the project per NCDEMLR requirements. It is assumed the Exult will address up to one (1) round of comments from NCDEMLR and provide a revised submittal to NCDEQ. It is assumed the project disturbance is approximately 10-acres and thus the required permit fees for up to 10-acres would be $119 per acre (~$1,000).

The Town will need to pay this fee when they submit application process online. After approval of the erosion control plans, Exult will apply for the Notice of Construction Stormwater (NCG001). The Town will need to be the applicant for this permit to NCG001 and pay applicable fee (~$127/year).

Exult will prepare the Erosion Control Plans on separate plan sheets at a scale of 1" = 50'.

TASK 8C: TRANSPORTATION MANAGEMENT PLAN

Exult will prepare a transportation management plan for the maintenance of traffic/pedestrians during construction. The transportation management plan will consist of general notes, construction phasing notes, detailed traffic control phasing plans, and standard drawings to address the constructability of the design and will be in accordance with NCDOT and MUTCD Standards. Accommodations for pedestrians will be part of these plans. All traffic control phases will also be coordinated with the signal design plans as described in that scope.

TASK 8D: PAVEMENT MARKING AND SIGNING PLANS

Exult will provide a combination set of pavement marking and signing plans to lay out the proposed pavement markings, notes regarding the removal of any conflicting pavement markings, existing sign removal and/or resets, and any proposed signage needed as a result of the project design. The pavement marking and signing plans will be part of the 75% plans and will include a title sheet, general notes, details, and plan sheets showing the pavement marking and signing design.

TASK 8E: LANDSCAPE PLANS

McAdams (as a subconsultant to Exult) will be providing landscaping plans for the proposed landscaped median along Avent Ferry Road. The median plantings will be a similar design and palette to the existing landscaped median on Avent Ferry Road east of Ralph Stephens Road and in compliance with North Carolina Department of Transportation Guidelines for Plantings within the Highway Right-of-Way and Town of Holly Springs landscape standards. See *APPENDIX A* for full scope of services being provided by McAdams (dated August 4, 2025).

DELIVERABLES *(REFLECTS ALL SUBTASKS)*:

- "Plans in Hand" field review prior to 75% Plan Submittal
  - Two (2) in-person attendees
- 75% Right of Way Plans (PDF)
  - Includes Erosion Control, Transportation Management, Pavement Marking and Signing Plans, & Landscaping Plans
- 75% Right of Way EOPCC (PDF)
- Erosion Control Plans, Calculations, and Permitting Submittal to NCDEQ (PDF)
  - To be submitted following the acquisition of all ROW and Easements
  - Includes $1,000 permit application fee (assumed 10 acres at $119/acre)
- Transportation Management Plan – Included with 90%, and Signed and Sealed Submittals
- Pavement Marking and Signing Plans – Included with 90%, and Signed and Sealed Submittals
- Preliminary landscape design meeting.
- Landscape Plans, Specifications and Opinion of Probable Construction Cost – Included with 90% and Signed and Sealed Submittals

TASK 9 – SIGNAL AND ITS DESIGN

Exult will prepare signal upgrade plans and electrical details at the following intersections associated with the proposed roadway widening.

AVENT FERRY ROAD AND RALPH STEPHENS ROAD

- Signal upgrade plan based on modifications to the existing signalized crosswalks on the east and west legs of Avent Ferry Road.
- Pedestrian signalization updates will include the use of Accessible Pedestrian Signals (APS) and Leading Pedestrian Intervals (LPI).

AVENT FERRY ROAD AND HOLLY SPRINGS FIRE-RESCUE #2

- Flasher signal plan for emergency access. Flasher would be actuated by emergency vehicles via pushbutton installed in station or GPS transmitter.
- Communication plans will be prepared to connect signal into Holly Springs Signal System.

AVENT FERRY ROAD AND HOLLY GROVE MIDDLE SCHOOL/ELEMENTARY SCHOOL DRIVEWAY

- One (1) temporary design to be utilized during traffic control phasing, primarily for pedestrian mobility.
- Final design will be prepared, if warranted and approved by NCDOT for installation.
- Metal pole/mast arms will be included in the final design.
- Pedestrian signalization at all proposed/existing crosswalks will include the use of Accessible Pedestrian Signals (APS) and Leading Pedestrian Intervals (LPI).
- Design will include GPS Emergency Vehicle Preemption (EVP) along both approaches of Avent Ferry Road.
- Communication plans will be prepared to connect signal into Holly Springs Signal System.

AVENT FERRY ROAD AND CASS HOLT ROAD/CAPESIDE AVENUE

- Two (2) temporary signal designs are assumed, based on proposed traffic control phasing. The existing signalized pedestrian crosswalk on the east leg of Avent Ferry Road will be maintained during all traffic control phases.
- Final design will be prepared, based on the realignment of Capeside Avenue to create a four-leg intersection.
- Metal pole/mast arms will be included in the final design.
- Pedestrian signalization at all proposed/existing crosswalks will include the use of Accessible Pedestrian Signals (APS) and Leading Pedestrian Intervals (LPI).
- Design will include GPS Emergency Vehicle Preemption (EVP) along both approaches of Avent Ferry Road.
- Communication plans will be prepared to maintain connectivity to Holly Springs Signal System.

AVENT FERRY ROAD AND HOLLY MEADOW DRIVE

- Signal upgrade plan based on proposed widening along Avent Ferry Road and modification of eastbound right-turn lane to a shared through/right-turn lane.
- Maintain existing metal pole/mast arms and signal cabinet.
- Install/reposition signal heads.

All traffic signal designs will be in conformance with Town of Holly Springs preferences and the NCDOT standards published in the latest *ITS and Signals Unit Design Manual*. It is assumed the designs will be designed with MAXTIME software per the Town and NCDOT general practices.

Specifically, Exult will provide the following items:

GEOMETRIC LAYOUT PLAN. The traffic signal plans will include the overall layout of the intersections detailing all existing and proposed signal infrastructure. Items on the plans will include any existing and proposed intersection striping and marking locations; detector loop design and location; identification of conduit runs; vehicle and pedestrian signal head placement; pedestrian pole locations, metal pole/mast arm locations; location of controller cabinet and pull boxes; phasing diagram; a timing chart; EVP chart; APS chart; a loop and detector unit chart; a table of operation; a crosswalk and stop bar location

diagram; and signal head and sign legends. This plan will also detail existing and proposed ROW/Easements that will be required for the traffic signal infrastructure (if applicable).

INTERSECTION PHASING PLAN AND TIMING CHART. Exult will design the signal phasing plan and signal timing chart for the signal upgrades to accommodate the parameters mentioned above. Intersection clearance distance diagrams will be prepared to calculate the vehicular clearance distances and clearance times for the timing chart. Clearance distances will also display and calculate pedestrian crossing distances and walk times.

ELECTRICAL DETAILS PLAN. Electrical details will include details for: signal monitor programming detail, detector rack set-up detail, equipment information and notes, vehicle and pedestrian signal head hookup chart, and any appropriate programming details required for operations and installation/upgrades of pedestrian, EVP, FYAs, and alternate phasing.

CABLE ROUTING AND SPLICE DETAILS. Exult will prepare cable routing and splice detail plans to connect the new signals into the Holly Springs Signal System. Plans will be prepared in conformance with the NCDOT standards published in the latest ITS and Signals Unit Design Manual and Town of Holly Springs preferences.

PROJECT SPECIAL PROVISIONS. Exult will prepare Signal and ITS Project Special Provisions for the proposed traffic signal improvements. Signal and ITS Specifications will be prepared in accordance with the latest NCDOT and Town standards.

BID QUANTITIES AND ENGINEER'S ESTIMATE. Following plan approval, Exult will prepare bid quantities and develop a detailed engineer's opinion of possible construction cost (EOPCC) for the proposed traffic signal work at the intersections. The bid quantities and line items will be prepared using the latest NCDOT list of construction items.

Bid costs will be representative of costs we have seen recently on similar projects in North Carolina. Please note that the Engineer has no control over the cost of labor, materials, or equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable construction costs are made on the basis of the Engineer's experience and qualifications and represent the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from opinions of probable cost prepared for the Client.

SUBMITTAL PROCESS

Exult will prepare and submit a 90% signal package, including signal plans, metal pole layout, electrical detail plans, cable routing plans, splice details, Signal and ITS project special provisions and applicable calculations in PDF format for proposed improvements. The 90% plans will be submitted to the Town and NCDOT via email. Upon receipt of one (1) round of NCDOT and Town review comments, we will revise our plans, if necessary. It is assumed comments from the Town and NCDOT will be addressed concurrently. Once necessary revisions are completed, we will submit 100% plan package to both the Town and NCDOT for review. Upon 100% review comments, we will revise the plans and submit for final approval to the Town and NCDOT. These final plans will be signed and sealed. At the completion of the project, Exult will convert design files from MicroStation to AutoCAD for Town's use.

DELIVERABLES:

- 90% signal package including signal layout plans, electrical detail plans, cable routing plans, splice details, Signal and ITS special provisions, and applicable calculations. *(Submitted with 75% Roadway)*
- 100% signal package including signal layout plans, electrical detail plans, cable routing plans, splice details, Signal and ITS special provisions, and applicable calculations. *(Submitted with 90% Roadway)*
- Signed and Sealed Signal Package *(Submitted with 100% Signed and Sealed Roadway)*
- Bid quantities and engineer's estimate following final plan approval.
- Digital design files following plan approval (.DGN and .DWG).

TASK 10 – UTILITY COORDINATION

Exult will be responsible for coordinating all Utilities by Others (UbO) relocations plans and/or accommodations necessary to build these proposed roadway improvements.

Town of Holly Springs will be responsible for non-betterment utility relocation costs when the Utility Owner has prior rights of way/compensable interest. The Utility Owner shall be responsible for the relocation cost if they cannot furnish evidence of prior rights of way or a compensable interest in their facilities. The determination of cost responsibilities for the utility relocations shall be a joint effort between the utility owner and Town of Holly Springs.

Per our research with NC 811 the following utility companies own facilities within or in close proximity to the construction limits of this project:

1. Duke Energy – power distribution
2. Duke Energy – street lighting
3. Town of Holly Springs – water, sewer, and fiber
4. Enbridge Gas (Dominion Energy) – gas distribution
5. AT&T distribution – Fiber optic and copper telecommunication
6. Spectrum (charter) – Fiber optic and coaxial telecommunication
7. Brightspeed (formerly Centurylink) - Fiber optic telecommunication
8. Verizon (formerly MCI) – Fiber optic telecommunication
9. Ting Fiber - Fiber optic telecommunication

Exult will contact the private owners and secure the private utility contact information, verify their facilities (type, size, etc.) within the project limits, and provide them with the latest design plans and files. Exult will request the utility owners to provide private utility relocation plans if a conflict is present. Exult will conduct up to (7) coordination meetings with private utility owners throughout the design phases including a kickoff meeting with Duke Energy, a kickoff meeting with the other private utilities, and individual field meetings to review conflicts and/or relocation designs. Exult will also review the final UBO plans in the field with private utilities to verify their design is accurate and coordinated with the project design plans. Exult will conduct a utility walk with utility owners to determine restrictions to relocations and to identify cost prohibitive adjustments to either the design or the utility. Conflict resolutions will be coordinated with

each utility owner on a case-by-case basis to avoid conflicts with the roadway design, hydraulic design, and/or other project elements.

Exult will also identify any SUE Level 'A' needs (testholes) that could possibly eliminate conflicts with the proposed design and existing utilities. These testholes will be reviewed by the Town prior to being requested by the project surveyor. Once testholes are received, Exult engineering will review the information provided and inform the Town and private utilities on any possible conflicts and possible resolutions to address the conflicts.

The preliminary UBO plans will be submitted with the project right-of-way plans and will show any Permanent Utility Easements (PUE's) on them for use in property acquisition. Exult will submit these preliminary UBO plans to each utility owner for review and comment. Exult will conduct a final utility coordination meeting with utility owners in the field with final plans to receive any more comments and review design. After all comments are incorporated, Exult will include the final UBO plans as part of the entire plan package and produce a Utility Coordination Special Provision for the project manual. The final UBO Plans will include street light locations, retained, removed, and/or relocated utility poles and underground private utilities within the project limits.

Exult will also coordinate the street lighting along the project corridor with Duke Energy Lighting staff. Photometric Design and layout/spacing of lights will be performed by Duke Energy and then coordinated directly with Exult for incorporation in the roadway plans. Final lighting/electrical design will be provided by Duke Energy with coordination and possible utility lighting agreement with the Town of Holly Springs. Exult will help the Town coordinate these efforts during design. Exult will incorporate the roadway lighting layout into the UBO plans and final roadway plans. It is assumed that Duke Energy will install the lighting infrastructure in concert with the construction of the project as they do typically on public roadway widening projects.

Exult will also help facilitate the Utility Relocation Agreement (URA) between Duke Energy and the Town of Holly Springs as this will be required to get preliminary utility relocation costs for the Duke Energy relocation work. All private utilities will be responsible for their own encroachment agreements with NCDOT for any relocation work required. Exult will help coordinate this effort with each utility owner.

Any utility construction coordination with private utilities will be considered as additional services.

DELIVERABLES:

- Preliminary UbO Plans (ROW Plans Phase)
- Final UbO Plans (Final Plans Phase)
- SUE Level 'A' testhole request (Cadd file)

TASK 11 – UTILITY PLANS

Wetherill Engineering (as a subconsultant to Exult) will lead the Utility Design Services task and coordinate with Exult and the Town while they perform these services. It is our understanding from the scoping meeting on 07/07/25, that the Town does not have any need to upgrade their water or sewer systems. As such it is assumed the roadway and storm drainage improvements will be laid out such that no major linear segments of the Town's water and sewer system will need to be relocated. This task will be a contingency to provide minor conflict resolutions and assumes the following:

- Design approximately 300± LF of new 12" and 16" waterline due to proposed drainage pipes.

- Design approximately 300± LF of new 6" and 12" sanitary sewer forcemain due to proposed drainage pipes.
- Prepare Utility Construction plans, profiles, and detail sheets.
- Prepare supplemental specifications, quantities, and engineer's estimate.
- Coordinate with other design disciplines and utility owners.
- Address comments from Town of Holly Springs and Exult Engineering.
- Prepare and submit NCDEQ/water permit. A permit fee of $317 for water and $600 for Sewer is included in the proposal.
- Address NCDEQ comments and resubmit permit applications.
- Up to seven (7) meetings with Town and/or Exult including one (1) site visit.

See *APPENDIX C* for Wetherill's additional details on Specific Submittals dated July 21, 2025.

ASSUMPTIONS/ EXCLUSIONS

- The scope and fee for wet utility only includes the design efforts due to the proposed drainage pipe locations and relocation of meters, valves and Fire hydrants due to roadway widening.
- Any wet utility design due to change in alignment (more than 100 LF) of existing water and sewer pipe is excluded from the scope and fee. A separate supplemental will be required for any such relocation.
- Due to being a LAPP project, NCDOT encroachment agreement and or permits are excluded from this proposal.
- NCDEQ Final Certifications after construction is not included in this proposal. However, this service can be added to a future construction administration contract, as the certifying engineer must be involved in construction observations.

DELIVERABLES:

- Utilities Construction Plans (Preliminary Plans – Corresponds with 75% Roadway Submittal)
- Utilities Construction Plans (75% Plans) – Corresponds with 90% Roadway Submittal)
- Utilities Construction Plans (Final Plans) – Corresponds with 100% Signed and Sealed Roadway Submittal)
- Special Provisions
- Quantities and Engineer's Estimates (Preliminary, 75% and Final)
- NCDEQ permits – Water and Sanitary

TASK 12 – GEOTECHNICAL SERVICES

Falcon Engineering (as a subconsultant to Exult) will lead the Geotechnical Engineering Services task and coordinate with Exult and the Town while they perform these services. The Geotechnical services will include roadway subsurface investigation recommendations and pavement design recommendation.

See *APPENDIX D* for Falcon's Scope and Fee dated July 23, 2025

DELIVERABLES:

- Roadway Subsurface Investigation – Inventory (11x17)
- Roadway Subsurface Investigation – Recommendations (11x17)
- Roadway Recommendations (8.5x11)
- Roadway Summary Tables (Sheet 3G-1)
- Pavement Design Investigation – Inventory (11x17)
- Pavement Design Investigation – Recommendations (8.5x11)
- Final Pavement Section Design (8.5x11)

TASK 13 – FINAL DESIGN

90% FINAL PLANS SUBMITTAL

Exult will address the remaining 75% comments from the Town and NCDOT that did not impact right-of-way or easement and prepare the 90% Final Plans. The 90% Final Plans will include all necessary plan sheets for construction advertisement and essentially serve as a Draft 100% submittal. The designs will be prepared in accordance with applicable NCDOT, ADA, and AASHTO standards and guidelines.

Exult will prepare 90% final plans on plan sheets at a scale of 1" = 50' horizontal and 1" = 10' vertical. Exult will prepare cross sections at a scale of 1" =10'.

Prior to submitting the 90% Final Plans, the Exult will complete a "Plans in Hands" field walk of the project corridor looking for any changes in existing conditions that could impact the design and as part of our final review of construction plans.

PROJECT MANUAL

With the 90% Final Plans submittal, the Exult Team will develop project technical specifications/project manual in accordance with Town and NCDOT Specifications. The Town will provide any preferred front-end documents and specifications, otherwise, Exult will utilize NCDOT project specific forms and specifications.

Exult will submit a PDF copy of the Draft project manual concurrently to the Town Project Manager and NCDOT for review and comments as part of the 90% Final Plans submittal.

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST (EOPCC)

Exult will also provided an updated Engineer's Opinion of Probable Construction Cost. The EOPCC will be consistent with NCDOT format and prepared using NCDOT bid averages and recent bid tabulations for projects of a similar size and nature. Please note that the Engineer has no control over the cost of labor, materials, or equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable construction costs are made on the basis of the Consultant's experience and qualifications and represent the Consultant's judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from opinions of probable cost prepared for the Client.

Exult will submit an electronic 22x34" PDF of the 90% Final Plans concurrently to the Town via the development review portal and the 90% Project Manual, and the EOPCC via email to the Town Project

Manager for review. Exult will also provide a PDF of the 90% Final Plans via email for the Town's submittal to NCDOT via the EBS portal for review and comment.

SIGNED AND SEALED PLANS SUBMITTAL

Upon receipt of comments/approval of the 90% Final Plans and Project Manual, a Signed and Sealed Construction Set and Signed and Sealed Project Manual will be prepared. It is assumed that up to one (1) round of Town and NCDOT 90% comments will be received and addressed concurrently. Exult will submit a Signed and Sealed electronic 22x34" PDF of the Final Plans via the development review portal and the Project Manual, and Final EOPCC via email to the Town Project Manager. Exult will also provide a PDF of the Signed and Sealed Plans via email to the Town Project Manager for the Town's submittal to NCDOT via the EBS portal.

DELIVERABLES:

- "Plans in Hand" field review prior to 90% Final Plan Submittal
  - Two (2) in-person attendees for field plans review
- 90% Final Plans, Draft Project Manual, 90% EOPCC, and response to 75% Comments (PDF)
- Signed and Sealed Plans, EOPCC, and Project Manual (PDF)

TASK 14 – ROW SUPPORT

Town of Holly Springs will be handling the ROW Acquisition Phase of the project with their internal staff. In addition to their efforts though, Exult will have an engineer available to attend property owner meetings and/or phone calls/email correspondences with individual property owners affected by the project to present the project and respond to comments and questions from the property owners. A maximum of fifty (50) hours will be allotted for this effort. There are approximately twenty-five (25) property owners that will need some sort of ROW and/or easement needs on this project. Exult will also attend the ROW Acquisition kickoff meeting with the Town and NCDOT to review the ROW process with the Town staff that will be working on the Acquisition to ensure all required steps are followed.

DELIVERABLES:

- ROW Kickoff Meeting with the Town and NCDOT
  - Two (2) virtual attendees for 1- hour kickoff meeting
- Miscellaneous ROW Acquisition Support for up to 50 hours

TASK 15 – BID PHASE SERVICES

Exult will provide limited Bid Phase Services. Engineer will conduct a pre-bid meeting with the Town, issue up to two (2) addenda, provide clarification and information for reasonable number of requested by bidders, attend Bid Opening, provide certified bid tabulation, and award summary. The Town will provide all other bidding phase services including advertisement of the project and reproduction of the plans and documents for bidding if needed.

For the basis of this contract, it is assumed that Exult will be requested to provide up to 40 hours of assistance during the bid and award phase of the project.

DELIVERABLES:

- Conduct pre-bid meeting
  - Two (2) in-person attendee for a one (1) hour meeting
- Meeting notes from pre-bid meeting to be included with an addendum.
- Issue up to two (2) addenda.
- Will include clarification and information for reasonable number of requests by bidders
- Attend Bid Opening
  - One (1) in-person attendee for a one (1) hour meeting
- Certified Bid Tabulation
- Award Summary letter

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be billed as additional services and performed at our hourly rates. Additional services we can provide include, but are not limited to, the following:

- Meetings beyond those described in the scope
- Permit Fees/Mitigation Cost above or in addition to those described in the scope
- Hardscape Design
- Construction Phase Services
- Data Collection at intersections other than the ones listed above
- Capacity Analysis at intersections other than the ones listed above
- Capacity Analysis of additional scenarios
- CE Construction Consultation
- Retaining Wall Design
- Additional Permit Drawings beyond those described in the scope
- Design of SCMs
- Right of Way Acquisition Support beyond those described in the scope
- Utility Design beyond what is described in the scope
- Additional Submittals or Rounds of Review by NCDOT, Town, or other review entities
- Bat mist netting, acoustic surveys, emergency counts and/or ID via guano sampling
- Aquatic species surveys
- Consultation with the US Fish and Wildlife Service
- An Individual Permit (IP)

INFORMATION PROVIDED BY THE CLIENT

The following information shall be provided by the Client:

- Survey Notification Letters prior to beginning project survey
- Right-of-Way Coordination and Acquisition Services (i.e. Town will be handling appraisals, filing of deeds, and all right of way acquisition documentation needed for ROW authorization and concurrence, etc.)
- Latest Developer Plans for adjacent developments that could affect project design
- Town Project Manager is to coordinate/compile all Town comments at each review phase and deliver them to Exult in one package for project consistency.
- Stormwater permit (NCG001) fee (estimated to be ~ $127/annually)
- Compensatory Mitigation Fee (Variable rate and dependent on impacts)

SCHEDULE

The Exult Team will perform the services as expeditiously as practicable and in accordance with the mutually agreed upon schedule included as *APPENDIX E* and understanding that schedule items managed by the Town of Holly Spring, NCDOT, or other review agencies are outside of the control of the Exult Team.

FEES AND EXPENSES – BASIC SERVICES

The Town of Holly Springs shall pay Exult Engineering for the services listed in the above "Scope of Services" section. Exult Engineering's compensation will be a Lump Sum based on the below estimated distribution of compensation. The Tasks have been split between "Lump Sum" and "Cost Plus Not to Exceed" groupings. All mileage, copying, courier delivery, meals, postage, and other miscellaneous expenditures are included in the total fee amount.

The following Lump Sum tasks outlined below are for all tasks that the scope is known at this time to be required for construction plans:

Task – Lump Sum	Fee
Task 1: Meetings and Coordination	$ 84,978.00
Task 2: Survey and Easements *(McAdams)*	
Task 2A: Survey and Easement Plats	$ 51,458.31
Task 2B: SUE Level 'B'	$ 61,758.40
Task 3: 25% Preliminary Plans	$ 54,249.63
Task 4: Traffic Study	
Task 4A: Traffic Forecast	$43,177.27
Task 4B: Capacity Analysis	$40,107.90
Task 5: Public Involvement *(Three Oaks/Exult)*	$58,255.79
Task 6: NEPA and Environmental Services (*Three Oaks /Exult)*	
Task 6A: Natural Environmental *(Three Oaks /Exult)*	$22,738.86
Task 6B: Community Studies *(Three Oaks)*	$4,345.61
Task 7: Hydraulic Design *(Wetherill)*	$84,316.05
Task 8: 75% Right of Way Submittal	
Task 8A: 75% Roadway Submittal	$ 70,434.84
Task 8B: Erosion Control Plans and Permit	$ 35,082.90
Task 8C: Transportation Management Plans	$ 29,628.18
Task 8D: Pavement Marking and Signing Plans	$ 25,385.99
Task 8E: Landscape Plans *(McAdams)*	$ 20,797.67
Task 10: Utility Coordination	$ 36,979.56
Task 13: Final Plans	$ 55,125.44
Task 15: Bid Phase Services	$ 16,124.07
Known Tasks Total Flat Fee	$ 794,989.47

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The fee for the "Cost Plus Not to Exceed" outlined below is based on the currently defined scope; however, the exact scope of work remains uncertain at this stage. As the design develops, the scope and corresponding Cost Plus Not to Exceed for these tasks will be reassessed, and the contract may need to amended accordingly.

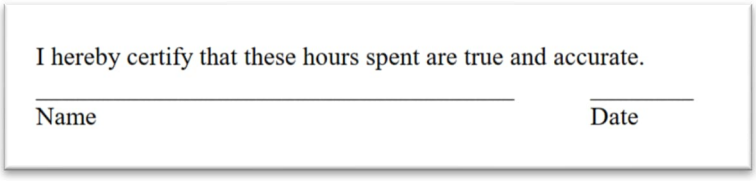
Task – Cost Plus Not to Exceed	Fee
Task 2: Survey and Easements *(McAdams)*	
Task 2C: SUE LEVEL 'A'	$ 22,172.80
Task 6: NEPA and Environmental Services (*Three Oaks /Exult)*	
Task 6C: Environmental Policy *(Three Oaks)*	$39,874.45
Task 9: Signal and ITS Design	$ 65,817.29
Task 11: Utility Plans *(Wetherill)*	$ 35,632.03
Task 12: Geotechnical Services *(Falcon)*	$ 62,865.53
Task 14: ROW Support	$ 11,716.41
Contingency Total Flat Fee	$ 238,078.51

Summary of Total Compensation for the "Known" and "Cost Plus Not To Exceed" Tasks is as follows:

Task – Fee Summary	Fee
Lump Sum Tasks	$ 794,989.47
Cost Plus Not To Exceed Tasks	$ 238,078.51
Total Flat Fee	$ 1,033,067.98

Exult may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but compensation will not exceed the total fee amount unless approved in writing by the Town and NCDOT. The total fee includes compensation for Exult's services and services of Exult's Subcontractors and Subconsultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, and expenses.

Exult will invoice on a monthly basis. The portion of the Lump Sum and Cost Plus Not to Exceed amount billed for Exult's services will be based upon Exult's estimate of the percentage of the total services actually completed during the billing period. Each invoice will be submitted with a detailed description of hours and shall contain the statement below:


I hereby certify that these hours spent are true and accurate.

_____ _____

Name Date

Period of Service: The compensation amount stipulated above is conditioned on a period of service not exceeding 28-months. If such period of service is extended, the compensation amount for Exult's services will be appropriately adjusted.

Payment will be due within 30 days of your receipt of the invoice and should include the invoice number and Exult project number.

In the event the Town audits this project, Exult will provide the requested documentation. Exult's record keeping policy is to maintain files including timesheet records, invoices, progress reports, subconsultant payment transmissions, project design files, and deliverables, for 5 years.

If the Town of Holly Springs request Additional Services a supplemental agreement will be created.

Avent Ferry Road Survey & SUE

McAdams Company – 7/24/25

1. Stakeholder Notification

   The Town of Holly Springs will notify property owners of our presence and purpose on the project site.

2. Horizontal and Vertical Control Network

   McAdams will establish a project control network using a combination of the NCGS VRS GPS system and conventional surveying methods. Horizontal control shall be referenced to North Carolina State Plane Grid System, NAD83 adjustment and vertical control shall be based upon the NAVD 1988 datum. Field crews will use trigonometric and differential leveling to establish an accurate and precise vertical control network. The control points will be established at a density sufficient to ensure quality horizontal and vertical location throughout the design survey phase of the project. These control points will also serve as benchmarks during the construction phase of the project. We anticipate approximately 5,400 linear feet of control network will be established.

3. Courthouse Research

   McAdams will obtain current deeds, maps, plats, and easement documents of record for all parcels adjacent to the project and for which right of way acquisition is anticipated. Thorough investigations will be made along the corridor, through the Town Planning Department and other means, to properly represent existing and/or dedicated easements. This record information will be compiled into a project database and CAD file for future use throughout the life of the project. Utility easements and roadway right-of-way will also be investigated and mapped.

4. Boundary Mapping

   McAdams will locate the existing property line, right-of-way and recorded easement field evidence within the project limits. We anticipate approximately 25 properties will be mapped during this phase.

5. Subsurface Utility Mapping – Level 'B'

   McAdams SUE team will utilize both Electromagnetic (EM) and Ground Penetrating Radar (GPR) equipment to designate utilities and identify the horizontal location of the utilities within the project specific area or exhibit. Utilities will be designated and marked using the APWA guidelines with marking paint and/or pin flags. In addition to a field sketch, SUE Crew will survey all the findings of the Level B investigation using the NC Grid NAD83 (2011) survey Datum and provide an AutoCAD deliverable depicting the utilities designated found withing the SUE Level B Investigation. All Subsurface Utility Engineering (SUE) will be completed in accordance with the ASCE 38-22 standards. Refer to

6. Topographic and Planimetric Survey Mapping

   This is to cover efforts to complete a Field Run Topographic/Location survey of Avent Ferry Road and various surrounding right of ways as shown in Markup provided by engineers. The survey is to include:

   a. Sufficient horizontal and vertical data points (spots and breaks) throughout the project corridor to create a digital terrain model to accurately define existing topography and grades for use in determining earthwork and property impacts.

   b. Drainage features survey shall include top of bank shots and channel shots with break lines to accurately depict drainage features within the survey limits.

c. Boundary survey of area immediately along subject Rights of way based on Property corners available along immediate right of way.

d. Existing pavement shots shall be obtained at a maximum of 25' spacing.

e. Drives- location, type and width

f. Buildings- location type and size

g. Parking lots- locations and layout

h. Landscape areas, woods lines, all trees in open areas greater than 12" abh

i. Signs- location, type and size

j. Pavement Markings

k. Fences- location, type and size

l. Utilities (valves, manholes, meters and pedestals) - location and type. Locations of underground utilities will be based on above ground structures and Class B subsurface utility engineering (SUE).

m. Storm Drainage- location, size (with sizes labeled each side of inlet), type, top and invert elevations, inlet and outlet location both inside and outside of survey limits.

n. Overhead Transmission- locations, poles, guys, pole number, equipment, vertical clearance at crossings, and type to include power, telephone, and cable TV.

7. Final Mapping

McAdams will compile final mapping for the project. The mapping will be prepared to NCDOT NCMAP standards using AutoCAD. Once prepared, final field checks will be performed to ensure quality and completeness, and then the data set will be delivered to the Engineer.

Deliverables

a. CADD files in AutoCAD format of all design surveys
b. Surveyor's Report

8. Subsurface Utility Mapping – Level 'A'

Quality Level A Vacuum extraction

Level A SUE – Test Holes as needed to determine information such as size, depth, and material on critical utilities. All information will be incorporated into test hole forms and provided to the client at the conclusion of the project. The number of test holes can be decided upon the completion of the SUE Level B investigation. Depending on the horizontal spacing of the utilities, certain test holes may cover multiple utilities in the same hole and reduce the overall number of test holes needed to obtain the vertical information needed.

Additional charges for test holes over 6' deep will be $100/foot.

If during the excavation process, we encounter backfill material that is neither soil nor gravel we will first attempt to move the test hole to an acceptable location. If again unacceptable backfill is encountered, we will stop all work on that particular test hole and notify your designated representative of our findings.

Deliverables

a. Sealed Test Hole Reports

b. CAD files in AutoCAD format with QL A SUE information added

9. Plat preparation

□ Plat and legal Preparation

Prepare a final plat for right of way dedication and easements and handle approval and recordation of the final Plat; set corner irons as required [*ref: NCAC- §56.1602(e) requiring all property corners to be set at time of recordation or certification of the record document*]. Plat will be submitted to the Town of Holly Springs for approval and recorded upon approval. Fee assumes a typical three cycle reviews per plat, and abnormal or subjective review comments will be discussed with the owner/developer prior to submittal.

NOTE: Property Corners Irons are to be set in a Single-Phase Averaging approximately 80 property corners per day. Additional requests of smaller quantities of property corners shall be compensated by hourly charges in accordance with the attached Rate Schedule. Additionally, resetting of property corners lost, destroyed, or vandalized shall be an extra service, and shall be compensated by hourly charges in accordance with the attached Rate Schedule.

a.Right-of-way acquisition strip plats will be done per the "Contract for Professional Services Checklist" provided by the Town of Holly Springs.

b. Cost estimate is based on the following quantities:

i. Parcels =	25
ii. Right-of-Way points (2 per parcel) =	55
iii. Total Points to Monument =	155(Including Right of Way Points)
iv. Number of strip plats =	6
v. Number of individual exhibits	25
vi. Number of individual legal descriptions =	25

Deliverables

Plat documents are to be made available by McAdams after Right of Way Plans have been approved, at which time the Town will begin Right-of-Way acquisition.

a. Sealed right-of-way and easement plats, individual exhibits

b.Legal descriptions of right-of-way and easement takes (PDF and Word format)

MCADAMS
621 Hillsborough Street
Suite 500
Raleigh, NC 27603
919. 361. 5000

August 4, 2025

Proposed Services

Landscape Architecture

The Subconsultant understands there is approximately 2,000 linear feet of proposed median that will be landscaped generally following the Town of Holly Springs T-4A Suburban typical roadway section. The proposed plant selection will be a similar design and palette to existing median plantings along Avent Ferry between Ralph Stephens and NC55. Proposed plantings will be in compliance with North Carolina Department of Transportation Guidelines for Planting within Highway Right-of-Way and Town of Holly Springs landscape standards.

Seventy-Five Percent (75%) Drawings

Upon approval of 25% plans, the Subconsultant (McAdams) will meet with Town staff to confirm landscape median design approach. Upon confirmation of approach, the Subconsultant will provide 75% construction drawings to the Consultant (Exult Engineering) to be used for Town of Holly Springs and NCDOT review.

Deliverables:

- One (1) preliminary landscape design meeting with Consultant (Exult Engineering) and Town of Holly Springs;
- Preliminary landscape plan with plant schedule depicting size, location and species of proposed plant material;
- Preliminary landscape details; and
- Draft landscape specifications

Ninety Percent (90%) Drawings

Based on comments received from the 75% construction drawing review, the Subconsultant (McAdams) will incorporate any changes or comments to the drawings and prepare a 90% drawing set for review by the Consultant (Exult Engineering) and the Town of Holly Springs. The Subconsultant (McAdams) will provide information to be included in the probable construction cost being prepared by the Consultant (Exult Engineering).

Deliverables:

- One (1) 75% comment review meeting with Consultant (Exult Engineering) and Town of Holly Springs;
- Landscape quantities for integration into the Probable Construction Cost;
- Final landscape plan with plant schedule depicting size, location and species of proposed plant material;
- Final landscape installation details; and
- Final specifications

One Hundred Percent (100%) Drawings

Any final comments will be addressed, and changes incorporated into a final 100% construction drawings and specifications set for use in the contract documents suitable for the public bidding process. The Subconsultant (McAdams) will compile a “For Construction” landscape drawings and prepare technical specifications for landscape activities.

Graphics and Visualizations

The Subconsultant (McAdams) will provide renderings as needed for the public engagement process based upon the 25% design.

Deliverables:

- One (1) 2d rendering of a before and after image with the proposed roadway widening and improvements (PDF and JPG)

Assumptions

This proposal is based on the following assumptions:

- Consultant (Exult Engineering) will provide all engineering files required for preparation of landscape drawings (AutoCAD) for the Subconsultant (McAdams) use.
- The landscape scope includes planting of proposed medians within the right-of-way.
- Any impacts to existing landscape outside of the existing right-of-way will be handled through right-of-way acquisition by the Town of Holly Springs and no proposed replacement plantings are included in this scope.
- There is no additional enhanced hardscape or pavement included in the landscape scope.
- Irrigation will not be included for plantings within the right-of-way and is excluded from this contract.
- Graphics and visualizations or plan renderings are not included in the landscape scope.
- Construction phase services are not included in the landscape scope.

Appendix B

Three Oaks Engineering, Inc.
324 Blackwell Street, Suite 1200
Durham, NC 27701
(919) 732-1300

July 31, 2025 (**DRAFT_v2.0**)

Scope of Services
NEPA, Public Outreach, Community Studies, and Natural Resource Surveys

Town of Holly Springs
Avent Ferry Road Widening – Phase II
Widening of Avent Ferry Rd. (SR 1115) to multi-lanes from Cass Holt Rd. (SR 1116) to Ralph Stephens Rd. (SR 1114)
Holly Springs, Wake County, North Carolina

Description of Project

The Town of Holly Springs (**Town**) proposes widening Avent Ferry Rd, (SR 1115) to multi-lanes from Cass Holt Rd. (SR 1116) to Ralph Stephens Rd. (SR 1114), including a multi-use path and sidewalk; a distance of approximately 0.7 miles. Three Oaks Engineering, Inc. (**Three Oaks**), will be working as a sub-consultant to Exult Engineering, PC (**Exult**), on this project.

Scope of Work

The project is currently using state funds through the NCDOT Strategic Transportation Investments (STI) law; however, there is potential for future federal funding, so a National Environmental Policy Act (NEPA) document (and associated agency coordination) is required for the project. As part of this scope of work, Three Oaks will prepare a Federal Highway Administration (FHWA) Type III Categorical Exclusion (CE). A Natural Resources Technical Report (NRTR), a Direct and Indirect Screening Tool (DIST), and public engagement support are also included in this scope of work.

ASSUMPTIONS

- This is a **LUMP SUM** contract.
- The project has an expected duration of **twelve (12) months** from the issuance of the Notice to Proceed (NTP).
- Since this is a Locally Administered Projects Program (LAPP) project with the potential for future federal funding, a FHWA Categorical Exclusion is anticipated.
- It is assumed the North Carolina State Historic Preservation Office (NC-HPO) will not require any historic architecture or archaeological surveys under Section 106 of the National Historic Preservation Act and North Carolina General Statute 121-12(a).
- Landowner letters are required for natural resource surveys and the Town will be responsible for preparing those letters and mailing them to property owners along the project corridor 30 days prior to Three Oaks conducting the necessary natural resources field work. Similar advanced notification is required for the Wake County Public School System, and the Town will be responsible for this notification as well.

- Surveying of wetland and stream points is **NOT** the responsibility of Three Oaks and is **NOT** included in this scope. Surveying will be completed by either the Town or one of its consultants or will be scoped under Exult's primary contract.
- For bats, only structure surveys and a forested habitat assessment will be performed under this scope. Mist netting, acoustic surveys, emergence counts and/or ID via guano are **NOT** included in this scope.
- Aquatic species surveys are **NOT** included in this scope. If required, Three Oaks can complete these surveys under a separate scope and estimate. The benefit of waiting to complete these surveys at a later date is that the project design will be more advanced, and the jurisdictional delineation will be completed. Therefore, the exact locations that surveys are required at will be known. This will be more cost effective, since surveys will only be completed where required rather than being assumed for all potential stream crossings (which could occur if scoped at the beginning of the project).
- Consultation (formal or informal) with the United States Fish and Wildlife Service (USFWS) is **NOT** included in this scope. If required, this will be scoped in the future.
- A United States Army Corps of Engineers (USACE) Section 404 Nationwide Permit and its corresponding North Carolina Department of Environmental Quality – Division of Water Resources (NCDWR) Section 401 Water Quality Certification are anticipated for this project. An Individual Permit (IP) is **NOT** part of this scope. If an IP is required, that will be scoped separately in the future.
- Exult will be responsible for the actual creation of the permit drawings.
- The Town will be responsible for the cost of compensatory mitigation, if required.
- Three Oaks will pay the NCDWR permit application fee as part of this scope.
- NCDOT will **NOT** be reviewing public meeting materials.

Three Oaks will complete the following tasks for this project:

Task 1 – Preliminary Project Activities

A. Study Area Map
After consulting with the Exult, Three Oaks will develop a Study Area Map, preferably at a scale 1" = 100' or other appropriate standard scale for the proposed project. This map will include the Study Area overlaid on the aerial photography. The Study Area will be provided in pdf format.

B. Vicinity Map
Three Oaks will develop a Vicinity Map for the proposed project to illustrate the location and other projects in the vicinity. The map will be provided in pdf format.

C. Quad Map
Three Oaks will develop a map, utilizing the USGS quadrangle map as a background, with the Study Area overlaid. The scale of the Quad Map will be maintained, and the name of the Quad Map used will be noted. The map will be provided in pdf format.

D. Environmental Features Map
Three Oaks will obtain readily available GIS data, including known potentially hazardous materials sites, to use in developing an environmental features map. The map will be provided in pdf format.

E. Data Requests
Three Oaks Engineering will develop and submit or verify the following data requests for the project:

- **Start of Study Input Request** - Three Oaks will develop a start of study distribution list and send a start of study email to various resource and permitting agencies requesting their input on the subject project. Three Oaks will compile comments/responses received.
- **Cultural Resources** – Three Oaks will prepare a North Carolina State Historic Preservation Office (NC-HPO) Project Review Checklist (http://www.hpo.ncdcr.gov/er/er_email_submittal.html). This involves performing a GIS assessment of known cultural resources within the project study area using the most recent available information from NC-HPO and photographing and georeferencing all structures in the project study area that appear to be 50 or more years old. To initiate the NC-HPO review of projects subject to applicable federal and/or state cultural resources protection laws, including Section 106 of the National Historic Preservation Act and North Carolina General Statute 121-12(a), Three Oaks will prepare and submit a Project Review Checklist per NC-HPO guidelines to Town staff for review and transmittal to NC-HPO. This checklist will include a description of the project, project study area maps, and site photographs of all structures within the project study area that appear to be 50 or more years old.
- **Tribal Coordination** – Three Oaks will determine which Tribe(s) should be contacted based on the project's location. Three Oaks will prepare the Start of Study Tribal Coordination letters per NCDOT Tribal Coordination Protocol and submit to Division 5 for review, approval, and signatures.

Deliverables

- Study Area, Vicinity, Quad, and Environmental features Maps
- NC-HPO Project Review Checklist
- Tribal Input Request

Task 2 – Direct and Indirect Screening Tool

Three Oaks will prepare a Direct and Indirect Screening Tool (DIST) using the most recent guidance from NCDOT Public Involvement, Community Studies & Visualization (PICSViz) located at:

https://connect.ncdot.gov/resources/Environmental/EAU/PICSViz/Pages/default.aspx

This task includes a field visit, compilation of available data, GIS mapping, and coordination with local planning, school transportation, and EMS staff. The draft report will be submitted electronically to the Town, NCDOT Division 5, and NCDOT Community Studies for review and comment. A PDF of the final report will be submitted and distributed after NCDOT approval.

Deliverables

- Direct and Indirect Screening Tool (DIST)

Task 3 – Natural Resources Technical Memorandum (NRTM)

Data Collection and Report Preparation

Unless otherwise specified in this scope, Three Oaks will reference methodology developed by USACE, NCDWR and/or the United States Fish and Wildlife Service (USFWS). For the Natural Resources Technical Report (NRTR), guidelines developed by the North Carolina Department of Transportation (NCDOT) will be followed and are available on the following website.

https://connect.ncdot.gov/resources/Environmental/EAU/ECAP/Pages/default.aspx.

For collection of feature points, Three Oaks will place blue flagging at each stream point and either pink flagging with black dots or pink branded flagging with black script at each wetland point. These points will be GPS'ed with a sub-meter Trimble R2; these points will not be survey grade. Therefore, they will be located by either the Town or one of its consultants, or by someone scoped under Exult's primary contract. Three Oaks will provide the surveyor with a points package of the wetland and stream points and any transition/origin points for streams.

The following sub-tasks 1 – 8 will also be included for this task in the cost estimate spreadsheet:

1. Pre-Field work

   Preparation for field work will include review of existing data for the project site, preparation of mapping, and setting up of field equipment.

2. Jurisdictional Delineation Field Work

   Field work will include delineation of wetlands and streams within the project corridor. Data for completion of USACE wetland and upland forms, NCDWR stream identification forms, and NC Wetland Assessment Method and Stream Assessment Method forms will also be collected. Travel is included for this task.

3. Protected Species Surveys

   Project-appropriate protected species surveys will be performed. Travel is included for this task. As of the date of this scope, the USFWS Information for Planning and Consultation (IPaC) website lists the following species for the project:

   - Bald eagle (Bald and Golden Eagle Protection Act)
   - Red-cockaded Woodpecker (Endangered)
   - Neuse River Waterdog (Threatened)
   - Cape Fear Shiner (Endangered)
   - Carolina Madtom (Endangered)
   - Atlantic Pigtoe (Threatened)
   - Dwarf Wedgemussel (Endangered)
   - Yellow Lance (Threatened)
   - Monarch Butterfly (Proposed Threatened)
   - Michaux's sumac (Endangered)

   Habitat assessments and/or surveys will be performed by Three Oaks for species highlighted above. Depending on schedules, there is a potential that Michaux's Sumac will require 2 surveys prior to the project's Let. The initial survey will be completed during the same visit as the initial jurisdictional delineation work. An additional survey, if needed, will occur either in 2026 or 2027, prior to Let and in coordination with the Construction Consultation.

   Structure surveys and a forested habitat assessment for bats will also be performed under this scope. Mist netting, acoustic surveys, emergence counts and/or ID via guano are NOT included in this scope.

   A habitat assessment only will be performed for aquatics species (Neuse River Waterdog, Cape Fear Shiner, Carolina Madtom, Atlantic Pigtoe, Dwarf Wedgemussel, and Yellow Lance). Surveys are NOT included in this scope. If in-water work is anticipated for the project, Three Oaks can complete the appropriate aquatic surveys under a separate scope and estimate in the future.

   Monarch Butterfly currently does not require surveys

4. Creation of WEX and WET files and Survey Points Package

   Delineated stream and wetland data will be used to create a WEX file for the project in both .dgn and .dwg formats. Any changes from the site visit with the agencies (if required) will be incorporated into a FINAL WET file. A survey points package, including these files, mapping showing feature points, GIS shapefiles, and an Excel file with point coordinates will be provided by Three Oaks to the surveyor.

5. **Preparation of Preliminary Jurisdictional Determination (PJD) Package**

   DRAFT and FINAL PJD packages will be prepared for the project. The package will include, but may not be limited to, the following:

   - A cover letter, including tables identifying potential stream, wetland, and surface water features on the parcel, riparian buffer applicability and width, etc.
   - A USACE *Preliminary ORM Data Entry Fields for New Actions* form
   - A USACE *Jurisdictional Determination Request* form (ENG 6247)
   - A USACE *Preliminary Jurisdictional Determination (PJD)* form (ENG 6249)
   - A USACE Waters Upload Microsoft Excel worksheet
   - An Agent Authorization Form (to allow Three Oaks to submit on The Client's behalf) (ENG 6295)
   - USACE Wetland Determination forms (wetland and upland) for all wetlands
   - NCDWR Stream Identification forms for all streams where jurisdictionality is in question.
   - N.C. Stream Assessment Method forms for any low quality/disturbed streams that are potentially being impacted as part of this project
   - N.C. Wetland Assessment Method forms for all wetlands
   - Detailed mapping of the project, including a vicinity map, a project study area map on topographic imagery, and jurisdictional features maps on orthoimagery, LiDAR, and NRCS soil survey mapping.
   - Any required forms related to obtaining a buffer determination, including a CAD file of any buffers.

   Internal quality assurance will be documented and provided with the DRAFT PJD Package. Once the Town has approved/signed the package, Three Oaks will either submit it to regulatory agencies upon approval or wait until the environmental permitting process to submit with the permit application (whichever the Town prefers).

6. **Agency site visit – if required**

   Three Oaks will coordinate a site visit with Town and regulatory agencies, if required. Travel is included for this task. Any changes to the delineation based on the site visit will be incorporated into a revised PJD Package, which will be re-submitted to regulatory agencies.

7. **Natural Resources Technical Report (NRTR)**

   A DRAFT NRTR will be prepared following NCDOT guidelines. Internal quality assurance will be documented and provided with the DRAFT NRTR. Three Oaks will incorporate Town, NCDOT, and/or Exult comments on the DRAFT NRTR to create the FINAL NRTR.

8. **Project Management**

   This will involve project coordination, safety compliance, project billing, and coordination with the Town and Exult (including any meetings that will need to be coordinated).

Schedule

- Project deliverables will follow the schedule developed by Exult, once NTP is received.

Deliverables

- DRAFT WEX file (.dgn and .dwg)
- FINAL WEX file
- FINAL updated WET file, if an agency visit is required and changes are made to the delineation
- Survey Points Package for surveyors
- DRAFT and FINAL PJD Package, including revisions to the FINAL PJD Package if the agency site visit results in changes to the delineation (if visit is required)
- DRAFT NRTR and FINAL NRTR
- GPS files
- A copy of all shapefiles used to create the figures

- QA/QC form with signatures, if requested

Task 4 – Environmental Permitting

Three Oaks will work with the Town and Exult on the development of the permit drawings and Stormwater Management Plan. This will include discussion of permit impacts, avoidance and minimization, and determination of the appropriate permit to request. Exult will be responsible for the actual creation of the permit drawings.
Once drawings are complete, Three Oaks will gather the appropriate project information and complete the permit application. Based on the scope of the project, it is assumed that a Section 404 Nationwide Permit and corresponding Section 401 Water Quality Certification will be required for the project. If an Individual Permit is required, that will require a supplementary scope and estimate and is NOT included in this scope. The project is within a buffer basin where riparian buffer rules are enforced; therefore, a Riparian Buffer Authorization from NCDWR is also anticipated.

Three Oaks will complete the online Pre-Construction Notification Form for the application. If compensatory mitigation is required, Three Oaks will draft a mitigation request letter to the N.C. Division of Mitigation Services, which will be reviewed and signed by the Town, and the mitigation acceptance letter will be included in the permit application. The Town will be responsible for the cost of compensatory mitigation, if required. The Draft PCN will be submitted to the Town for review. Three Oaks will make any required revisions and submit the application on the Town's behalf. There is a fee associated with submission of the application to NCDWR. The cost of the fee is dependent on the amount of impacts associated with the project and will not be known until permit drawings are prepared (either $341.00, for impacts less than one acre of wetlands/waters AND less than 150 feet of streams [intermittent or perennial]; or $810.00 for impacts greater than or equal to one acre of wetlands/ waters AND/OR greater than or equal to 150 feet of streams [intermittent or perennial]). Three Oaks included $1,000 as an expense item since this fee is subject to change (covering the maximum amount of $810.00 but will only invoice what is required) and will pay the fee on behalf of the Town.

If regulatory agencies have any questions or comments on the permit application, Three Oaks will coordinate with the Town and Exult to provide any answers or additional information. Once permits are received, Three Oaks will review the permits and notify the Town if any unexpected conditions are included.

Schedule

Submission of permit application package is dependent on receipt of final permit drawings from Exult. However, permit application will likely be submitted within 1 month of receipt of all required permit application attachments, including permit drawings.

Deliverables

- Environmental Permitting Package and corresponding issued Permits from USACE and NCDWR

Task 5 – Public Engagement

Meeting Notification Postcard #1 for "0% Design" Public Meeting

Three Oaks will prepare one (1) postcard with project information and an invitation to attend the initial "0% Design" public meeting. Three Oaks will develop the content and provide the Town with a first draft of the text and layout. Items to be outlined in the postcard will include:

- Description of the Project
- Project Schedule
- Public Meeting Date and Location
- Contact Information

Three Oaks will address up to two iterations of Town comments. This task includes direct expenses for up to **1,000 color mailings**, including first-class postage.

"0% Design" Public Meeting

This task includes coordination with the Town and the Exult Team to schedule, coordinate, and setup the Public Meeting, including providing updated content to the Town for updating the project website and developing an updated mailing list. In addition, time is included for preparing the meeting handouts and exhibits, attending the meeting (assume2 staff members), and preparing a meeting summary. For the meeting handout, Three Oaks will develop the content and provide the Town with a first draft of the text and layout. Three Oaks will address up to two iterations of comments (expected to include Division 5). It is assumed **500 copies** of the handout will be provided by Three Oaks and that the handout will include two (2) color 8-1/2 x 11 pages and two (2) color 11 x 17 pages. Time is included in this task for Three Oaks to prepare and print meeting handouts, displays (assumed 4 poster boards), attend the meetings, and prepare and distribute a meeting summary.

Three Oaks will work with the Town to locate and coordinate the meeting location. The Town will cover any fees associated with securing a meeting facility. The Town will also be responsible for placing the print ad, as well as any radio ads, social media posts, and public notices.

Three Oaks will work with the Town to track comments received at the public meeting and via emails/letters to the project team. All comments will be stored in a Microsoft Excel workbook, individually identified with a tracking number, and coded to match a list of general comment categories (e.g., traffic, design, and safety). It is assumed up to **250 comments** will be received from members of the public and local stakeholders.

Meeting Notification Postcard #2 for "Preliminary Design" Public Meeting

Three Oaks will prepare one (1) postcard with project information and an invitation to attend the second "Preliminary Design" public meeting. Three Oaks will develop the content and provide the Town with a first draft of the text and layout. Items to be outlined in the postcard will include:

- Description of the Project
- Project Schedule
- Public Meeting Date and Location
- Contact Information/Project website

Three Oaks will address up to two iterations of Town comments (expected to include NCDOT Division 5). This task includes direct expenses for up to **1,000 color mailings**, including first-class postage.

"Preliminary Design" Public Meeting

This task includes coordination with the Town and the Exult Team to schedule, coordinate, and setup the Public Meeting, including providing updated content to the Town for updating the project website and developing an updated mailing list. In addition, time is included for preparing the meeting handouts and exhibits, attending the meeting (assume 2 staff members), and preparing a meeting summary. For the meeting handout, Three Oaks will develop the content and provide the Town with a first draft of the text and layout. Three Oaks will address up to two iterations of comments (expected to include Division 5). It is assumed **500 copies** of the handout will be provided by Three Oaks and that the handout will include two (2) color 8-1/2 x 11 pages and two (2) color 11 x 17 pages. Time is included in this task for Three Oaks to prepare and print meeting handouts, displays (assumed 4 poster boards), attend the meetings, and prepare and distribute a meeting summary.

Three Oaks will work with the Town to locate and coordinate the meeting location. The Town will cover any fees associated with securing a meeting facility. The Town will also be responsible for placing the print ad, as well as any radio ads, social media posts, and public notices.

Three Oaks will work with the Town to track comments received at the public meeting and via emails/letters to the project team. All comments will be stored in a Microsoft Excel workbook, individually identified with a tracking number, and coded to match a list of general comment categories (e.g., traffic, design, and safety). It is assumed up to **250 comments** will be received from members of the public and local stakeholders.

Meeting Notification Postcard #3 for Pre-Construction Outreach Meeting

Three Oaks will prepare one (1) postcard with project information and an invitation to attend the second "Preliminary Design" public meeting. Three Oaks will develop the content and provide the Town with a first draft of the text and layout. Items to be outlined in the postcard will include:

- Description of the Project
- Project Schedule
- Public Meeting Date and Location
- Contact Information/Project website

Three Oaks will address up to two iterations of Town comments (expected to include NCDOT Division 5). This task includes direct expenses for up to **1,000 color mailings**, including first-class postage.

Pre-Construction Public Outreach Meeting

This task only includes time for updating the meeting handouts and exhibits. For the meeting handout, Three Oaks will develop the content and provide the Town with a first draft of the text and layout. Three Oaks will address up to two iterations of comments (expected to include Division 5). It is assumed **500 copies** of the handout will be provided by Three Oaks and that the handout will include two (2) color 8-1/2 x 11 pages and two (2) color 11 x 17 pages. Time is included in this task for Three Oaks to prepare and print meeting handouts, displays (assumed 4 poster boards), attend the meetings, and prepare and distribute a meeting summary.

Three Oaks will not attend the meeting, collect comments, or prepare a meeting summary.

Task 6 – Environmental Documentation – FHWA Type III Categorical Exclusion

A federal Type III Categorical Exclusion (CE) will be prepared according to *Documentation Requirements and Approval Procedures for Federal-Aid Projects Classified as Categorical Exclusions* (2024). Coordination may be required with Federal Highway Administration (FHWA), NCDOT Division 5, and the Town of Holly Springs.

Items in this task include, but are not limited to, preparing the CE, exhibits, and any supporting documentation. Time is also included for development of the draft CE, based on internal quality assurance/quality control as well as addressing review comments from NCDOT Division 5 and the Town. Electronic copies of the draft CE will be sent to NCDOT Division 5 for review by Town staff via the NC Enterprise Business Services (EBS) portal, and an electronic copy of the FINAL version will be uploaded to the EBS portal once the CE is signed.

Deliverables

- Draft CE for review by Town of Holly Springs and NCDOT Division 5 staff (electronic copy only)
- Revised Draft CE for review (electronic copy only)
- Signed Final CE (electronic copy only)

Task 7 – Construction Consultation

If more than one year has passed since the approval of the environmental document, Three Oaks will complete a construction consultation (a written summary to evaluate whether the prior NEPA documentation remains valid) prior to the Town of Holly Springs executing construction authorization. Minor project changes that have occurred will be noted in the Consultation. The following subtasks will be performed by Three Oaks:

Data Collection:

- Review previously approved environmental documentation and note changes that have occurred since then and any new policies or updates needed.
- Review project for any design changes.
- Review project limits and compare to approved study area to make sure all design limits fall within the approved study area.
- Incorporate updated T&E species memo and any updated species survey results.
- Review any changes to water resources and classifications.
- Review Project Commitment Sheet.

Draft Consultation:

- Prepare Consultation Form per latest template and guidance provided by NCDOT EPU.
- Update Project Commitment Sheet.
- Submit to Town and Division 5 for review.

Final Consultation:

- Revise per comments
- Submit Final Consultation to Town and Division 5 for review, approval and signatures.

Deliverables

- Draft Consultation for review by Town of Holly Springs and NCDOT Division 5 staff (electronic copy only)
- Revised Draft Consultation for review (electronic copy only)
- Signed Final Consultation (electronic copy only)

Task 8 – Project Management and Coordination

A. Coordination with the Project Team

Coordination with the Project Team will be maintained throughout this scope of work. The coordination will include regular transmittals of correspondence and records, telephone contact for items requiring immediate attention, and general project meeting organization and management. This coordination period will last twelve (12) months from the NTP.

B. Meetings

a. Initial Kick-off Meeting

Time is included in this task for two (2) Three Oaks staff to participate in a project kick-off meeting with the Town of Holly Springs and the Exult Team. This meeting will be virtual and will focus on the Town's and NCDOT's expectations of the scope of work that will be required to successfully deliver this project.

b. Project Status Meetings

Time is included in this task for two (2) Three Oaks staff to participate in up to six (6) project update meetings with the Town, NCDOT Division 5, and the Exult Team. These meetings are assumed to be virtual meetings and will be scheduled for a 1-hour duration.

C. Progress Reports & Invoicing

A work log of activities will be organized and updated. A written progress report will be prepared and submitted to Exult at the end of each month for twelve (12) months. The progress report shall discuss accomplishments to date, provide percent of task completed, provide current and updated schedules, and identify any outstanding issues or problems. Invoicing will correspond to the Progress Report.

U-5889 Avent Ferry Road Widening, Phase II - Utility Design Detailed Scope (07/21/25)

Wetherill Engineering (WEI)

Wetherill Engineering (WEI) will perform the following tasks for the Utility design services:

1. Preliminary Design
    - WEI will review the proposed design and identify potential wet utility conflicts due to proposed roadway widening, grade changes and proposed sidewalk.
    - Develop preliminary wet utility design base file and sheet files.
    - Prepare and submit preliminary utility design plans.
    - Develop utility conflict matrix to outline all wet utility conflicts.
    - Coordination with Exult and Town of Holly Springs
    - Attend upto two (2) meetings for this phase
        - Site meeting
        - Meeting with Town and Exult to review preliminary wet utility conflicts

2. 75% design plans
    - Review proposed drainage design and identify wet utility conflicts for clearances and direct conflicts.
    - Update wet utility conflict matrix to show proposed drainage pipe crossings with existing wet utilities for clearances or direct conflicts.
    - Coordination with Exult for the proposed dry utility relocation, dry utility conflicts due to proposed water and sewer and for test holes/soft digs.
    - Coordination with adjacent development for the proposed water and sewer tie-in at Avent Ferry Road.
    - Address comments from Preliminary design.
    - Update Utility design and develop plans, profile, details, engineers estimates and special provisions.
    - Prepare and submit NCDEQ permits – Water and Sanitary. Coordination with Exult and Town of Holly Springs for NCDEQ permit applications.
    - Attend upto five (5) meetings
        - Upto three (3) Project Status meetings
        - Two (2) utility design and/or utility coordination meetings.

3. 100% design plans
    - Address comments from NCDOT, Town and Exult from the 75% plans review.
    - Address NCDEQ permits, revise and re-submit permit documents.
    - Prepare final Utility design documents.

Appendix D

July 23, 2025

Cathy Kennedy, PE
Exult Engineering
304-F W. Millbrook Rd
Raleigh, NC 27609

Re: **Proposal for Geotechnical Engineering Services**
U-5889 Avent Ferry Rd Widening Phase II
Holly Springs, North Carolina
Falcon Proposal No.: F2025-060

Cathy:

Falcon Engineering Inc. (Falcon) thanks you for the opportunity to provide geotechnical engineering services for the above referenced project. The following letter proposal presents our understanding of the project, proposed scope of services, and fee.

PROJECT DESCRIPTION

Based on our correspondence with you, it is our understanding the following apply to the project:

- The Town of Holly Springs is planning to design and construct a roadway widening along Avent Ferry Road between Cass Holt Road and Ralph Stephens Road.
- Exult has been selected as the Prime design firm and is soliciting this proposal from Falcon for Geotechnical services in support of the project.
- The project will require review of deliverables by NCDOT.
- Based on correspondence with Exult, we anticipate the following components of the project will require subsurface investigation and geotechnical recommendations:
  - ✓ Approximately 4,500 LF of roadway widening along one or both sides of Avent Ferry Rd.
  - ✓ Intersection improvements at Cass Holt Rd including approximately 1,100 LF of roadway widening along Cass Holt Rd.
  - ✓ Realignment of approximately 640 LF of Capeside Ave directly opposite of Cass Holt Rd.
  - ✓ Minor intersection improvements at Ralph Stephens Rd .
  - ✓ Design of pavement sections for all relevant alignments.

Should any of the above information stated by Falcon be inconsistent with the planned project, we request that you contact us immediately to allow us to make any necessary modifications to this proposal.

SCOPE OF SERVICES

Project Setup and Coordination

Based on the above information, we propose an investigation program consisting of roadway borings approximately every 200 feet, and pavement cores approximately every 500 feet along the corridor. This scope includes a total of twenty-three (31) roadway borings and twelve (12) pavement core borings. Averages depths for

roadway borings are assumed as 12.5 feet (total of approximately 390 linear feet of drilling). Pavement core borings will be extended up to 3 feet into the existing pavement subgrades.

Falcon personnel will visit the project site to stake/mark boring locations using a handheld GPS capable of sub-meter accuracy. Boring coordinates will be obtained from georeferenced CADD files provided to us by Exult at a later date. We anticipate all borings will be performed in open grassy roadway shoulders, yards, or fully or partially within existing roadways.

We assume all borings will be located within existing public rights-of-way, although some borings will be in front of homes or businesses and may be within areas maintained by the adjacent property owner. We assume property owner notifications will be completed by others prior to authorizing our services.

Underground Utility Location

After boring locations have been staked, we will contact NC 811 to request underground subscriber utilities be located onsite. This process takes a mandatory four (4) days to complete before any excavations can be made. Subscriber utilities will be marked from the public right-of-way to the meter or cleanout; however, underground utilities on the property beyond the meter may not be located. Falcon is not proposing to locate all utilities on site nor provide utility location mapping services, only to request utility location in the immediate vicinity of our borings.

Field Investigation

SPT borings will be performed in general accordance with ASTM D1586 "Penetration Test and Split Spoon Sampling of Soils". If some borings are considered to be prohibitively difficult to access with drilling equipment, or utility conflicts cannot be avoided with an offset considered reasonable in our discretion, we may elect to substitute hand auger borings with dynamic cone penetrometer (DCP) testing or NCDOT rod soundings as appropriate.

Following completion of drilling, initial groundwater and borehole cave-in measurements will be taken. Select borings will be left open for at least 24 hours to obtain stabilized groundwater readings before backfilling. Following backfilling, excess auger cuttings will be dispersed on the ground surface near the borings.

If current topographic survey data is provided to us, we will interpolate ground surface elevations for each boring based on the provided contours or surface file. Otherwise, we will utilize publicly available LiDAR data to interpolate boring elevations.

Pavement core borings will performed by obtaining a core of the pavement, augering through base stone to the soil subgrade, performing Dual-mass DCP testing of the subgrade, and obtaining a sample of the subgrade by augering up to 3 feet beneath it. Pavement core borings will be immediately backfilled with cuttings and/or additional stone/sand, and patched with asphalt cold patch approximately matching the thickness of the existing pavement.

Laboratory Testing

Soil samples obtained during drilling will be collected in moisture retarding containers and transported to our laboratory where they will be visually-manually classified by Geotechnical personnel in general accordance with the AASHTO soil classification system. A select number of samples will be assigned for further testing.

Our laboratory testing program for soil samples recovered will consist of the following soil tests: Soil classification (Qty. 28) and laboratory soaked California Bearing Ratio (Qty. 3) in general accordance with NCDOT procedures. Note NCDOT rates for these tests are inclusive of multiple cumulative test procedures as documented in guidance published by NCDOT Geotechnical Engineering Unit (GEU).

Tested samples will be retained in our office for a period of seven (7) days and untested samples will be retained in our office for a period of thirty (30) days unless otherwise requested.

Assumptions

1. Access to the site will be afforded with an approximately 24-hour notice to the client.
2. No special work permits are required.
3. No other special site access considerations are required.

Deliverables

Upon completion of the geotechnical field investigation and laboratory testing program, Falcon will prepare the following geotechnical deliverables in general accordance with NCDOT Guidelines:

- Roadway Subsurface Investigation – Inventory (11x17)
- Roadway Subsurface Investigation – Recommendations (11x17)
- Roadway Recommendations (8.5x11)
- Roadway Summary Tables (Sheet 3G-1)
- Pavement Design Investigation – Inventory (11x17)
- Pavement Design Investigation – Recommendations (8.5x11)
- Final Pavement Section Design (8.5x11)

PROPOSED FEE AND SCHEDULE

The scope of services described herein will be completed on a for a **lump sum fee of $62,865.53** as detailed in the separately provided Microsoft Excel workday estimate. We will not exceed the authorized task order fee without prior Client authorization. If the scope of the project changes significantly from the assumptions presented herein, please contact us to discuss appropriate revisions to this scope and fee proposal. If we encounter site or subsurface conditions which necessitate out of scope work or in our opinion warrant additional investigation, we will contact you to discuss the possibility of modifying our scope and fee.

AUTHORIZATION

If this proposal is acceptable, please provide a subconsultant agreement for our review and execution with this proposal attached in its entirety as an exhibit. Falcon will invoice monthly as a percent complete for all work performed. All invoices are payable within thirty (30) days.

We appreciate the opportunity to provide our services and look forward to partnering with you on this and future projects. If you have any questions or desire additional information about Falcon Engineering, Inc., and the many ways in which we may benefit you, please contact us at 919.871.0800.

Respectfully submitted:

FALCON ENGINEERING, INC.

Jeremy R. Hamm, PE
Principal | Director of Engineering

Enclosures: Workday Estimate (provided separately in Microsoft Excel format)

U-5889 (Avent Ferry Road Widening)
Appendix E - Draft Project Schedule

Milestone	Anticipated
Town of Holly Springs Notification of Exult Engineering Selection	6/13/2025
Scoping/Kickoff Meeting with Town/NCDOT	6/23/2025
Scoping/Kickoff Meeting with Town Departments	7/7/2025
Finalize Scope and Fee to Town/NCDOT	7/24/2025
Town submits PEF Manday and Contract to EBS Portal	7/25/2025
*Town sends survey notifications (~30 days prior to Beginning Survey)**	*8/12/2025*
NCDOT Approves PEF Scope and Fee for Engineering Services (30 days)	8/25/2025
Town Council Approves Design Contract (Meetings Aug 19, Sept 9 & Sept 16)	9/9/2025
Notice to Proceed	9/10/2025
Begin Surveys	9/11/2025
Begin Stream/Wetland Delineations/Threatened and Endangered Survey	9/11/2025
Request Traffic Counts	9/15/2025
Recieve Traffic Counts(~2 weeks)/Begin Traffic Forecast (work w/ NCDOT thruout forecast to expedite)	9/29/2025
Complete Stream/Wetland Delineations/Threatened and Endangered Survey	10/2/2025
Complete Survey (~45 days)	10/27/2025
Pre-Design Public Informational Meeting (TBD)	11/13/2025
Submit JD Package to Agencies	11/24/2025
Complete Traffic Forecast (~8 weeks)	11/24/2025
Begin Traffic Capacity	11/24/2025
Receive JD Approval from USACE	12/31/2025
Complete Traffic Capacity (~8 weeks); Submit Traffic Capacity Anaylsis to NCDOT/Town for Review*	1/19/2026
Receive Comments on Traffic Capacity Anaylsis from NCDOT/Town (~ 3 weeks)	2/9/2026
Submit Final Traffic Capacity Anaylsis to NCDOT/Town for Approval (~2 weeks)	2/23/2026
Submit 25% Plans and Estimate to Town/NCDOT	3/23/2026
Town Submits 25% Preliminary Plans to EBS Portal	3/24/2026
Scoping Letters to Agencies	3/24/2026
Begin Utility Conflict Analysis - Kickoff Meeting w/ Private Utilities	3/30/2026
Receive 25% Plan Comments from Town/NCDOT (~3 weeks)	4/14/2026
25% Plan Review Meeting with Town	4/15/2026
25% Plan Review Meeting with NCDOT	4/16/2026
Re-Submit 25% Plans and Estimate to Town/NCDOT for Approval	4/28/2026
Town Submits *Revised* 25% Preliminary Plans to EBS Portal for Approval	4/29/2026
Begin Redline Drainage Plans	4/30/2026
Receive 25% Plan Approval from Town/NCDOT (~ 3 weeks)	5/19/2026
Town Submits DRAFT Type 1A Categorical Exclusion(CE) Report to NCDOT for Review via EBS Portal	5/22/2026
Submit Redline Drainage Plans to NCDOT/Town and Schedule Review Meeting	6/12/2026
25% Plans Public Informational Meeting	6/18/2026
Receive 25% Plans Public Comments (2 week open comment period)	7/2/2026
Follow up meeting to review 25% Plan Public Comments	7/3/2026
Submit 75% Plans and Estimate to Town/NCDOT (~75 Days after 25% Plans Approval)	7/31/2026
Town Submits 75% ROW Plans and Estimate to EBS Portal	8/3/2026
Town Submits Final Type 1A CE Minimum Criteria Determination Checklist to EBS Portal	8/3/2026
Request SUE Level 'A' Testholes	8/3/2026
Receive 75% Plan Comments from Town/NCDOT (~3 weeks)	8/24/2026
Receive SUE Level 'A' Testholes (~ 3 weeks)	8/24/2026
Receive Signed Type 1A CE Minimum Criteria Determination Checklist from NCDOT	8/24/2026
75% Plan Review Meeting with Town	8/25/2026
75% Plan Review Meeting with NCDOT	8/26/2026
End Utility Conflict Analysis	9/14/2026
Re-Submit 75% Plansheets only with Revised ROW/Easements to Town/NCDOT for Approval	9/14/2026
Town Submits *Revised* 75% ROW Plans and Estimate to EBS Portal (Request ROW Authorization)	9/15/2026
McAdams/Exult Submits One DRAFT Easement Exhibit to Town for initial feedback	9/28/2026
Receive Town Comments back on First DRAFT Easement Exhibit	10/5/2026
Receive ROW Authorization/Begin Easement Acquisition Exhibits/Plats (~5 weeks from Resubmittal)	10/20/2026
Town Submits Utility Relocation Costs/Agreements to EBS Portal	10/20/2026
ROW Kickoff Meeting with the Town, NCDOT, and Team	10/22/2026
McAdams/Exult Submits DRAFT Easement Exhibits to Town/NCDOT	11/5/2026
Town Submits Easement Exhibits to NCDOT/Development Services for Review	11/5/2026
Receive Town/NCDOT Comments back on Easement Exhibits (~14 days)	11/19/2026

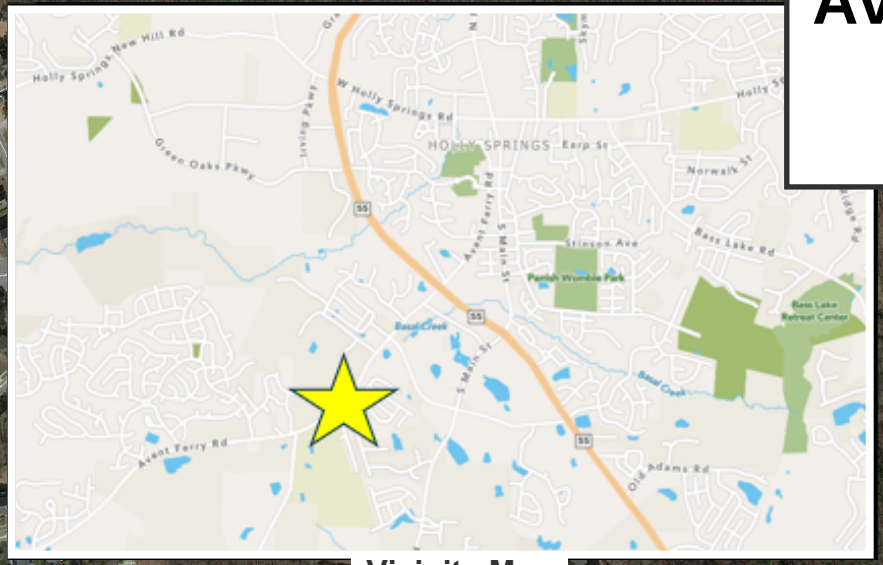
Milestone	Anticipated
Revise and Resubmit Exhibits and Legal Descriptions for Town/NCDOT Final Review	11/26/2026
Town Submits Appraisal Documents to EBS Portal (if needed)	12/10/2026
Receive Approval on Final Plats from Town/NCDOT	12/10/2026
Town ROW Staff submits DRAFT Claim Reports, Offer Documents, etc.. to NCDOT (*No Appraisals*)	12/14/2026
Receive Comments back from NCDOT on Claim Reports, Offer Documents (*No Appraisals*) (~ 2 weeks)*	12/28/2026
Town ROW Staff Begins Conversations Regarding Offers with Parcel Owners (*No Appraisals*)	1/4/2027
Town Receives NCDOT Concurrence on Appraisal Documents to EBS Portal (~ 5 weeks)	1/14/2027
Town ROW Staff submits DRAFT Claim Reports, Offer Documents, etc.. to NCDOT (*Appraisals*)	1/18/2027
Receive Comments back from NCDOT on Claim Reports, Offer Documents (*Appraisals*) (~ 2 weeks)	2/1/2027
Town ROW Staff Begins Conversations Regarding Offers with Parcel Owners (*Appraisals*)	2/8/2027
**** 8 months of ROW Negotiations ****	*8 months*
Negotiations with Property Owners (~ 8 months) **TBD**	9/1/2027
Property Owners Agree with Offers - Settlements with Town	9/1/2027
Town Completes Closings	9/8/2027
McAdams/Exult Submit Plat Certification Documents to Town	9/15/2027
Receive Town Comments back on Plat Certification Documents (~14 days)	9/29/2027
Town's Last Payment to Property Owners (~3 weeks)	9/29/2027
Town Record Last Deed and Exhibit at Courthouse	10/4/2027
Complete ROW Acquisition	10/5/2027
Town Submits ROW Certification Documents to EBS Portal	10/8/2027
Town Submits Utility/Railroad Certification to EBS Portal	10/8/2027
Submit Erosion Control and Enviro. Permits to Agencies	10/8/2027
Submit 90% Plans, Specs and Estimate to Town/NCDOT for Review	10/12/2027
McAdams/Exult Submit Revised Plat Certification Documents to Town	10/13/2027
Town Submits 90% Plans, Specs, and Estimate to EBS Portal	10/15/2027
Town Record Overall Plat Map for all Parcels at Courthouse	10/20/2027
Town Receives NCDOT Concurrence on Utility/Railroad Certification (~ 3 weeks)	10/29/2027
Duke Energy Begins Relocation Work (~3 months)	11/5/2027
Receive 90% Plan Comments from Town/NCDOT (~3 weeks)	11/5/2027
90% Plan Review Meeting with Town	11/6/2027
90% Plan Review Meeting with NCDOT	11/7/2027
Town Receives ROW Certification (~30 days)	11/7/2027
Receive NCDEMR Comments on Erosion Control Plans (~30 days)	11/7/2027
Re-Submit Erosion Control Plans to NCDEMR for Approval	11/21/2027
Receive NCDEMR Erosion Control Permit	12/12/2027
Submit 100% Final S&S Plans, Specs and Estimate to Town/NCDOT	12/12/2027
Town Submits 100% Final S&S Plans, Specs, and Estimate to EBS Portal	12/13/2027
Receive Construction Authorization to Advertise Project from NCDOT (~30 days)	1/11/2028
Bid Advertisement	1/14/2028
Pre-Bid Meeting	1/30/2028
Duke Energy Completes Overhead Relocation Work (~3 months)	2/4/2028
Bid Opening (~45 day advertisement)	2/28/2028
Exult Submits Bid Award Letter and Bid Tabulations	3/3/2028
Town Council Awards Construction Contract (2nd and 3rd Tues)	3/14/2028
Town Requests Construction Concurrence from NCDOT/FHWA	3/15/2028
Receive Construction Concurrence from NCDOT (~ 7 weeks)	5/3/2028
Pre-Construction Conference	5/10/2028
Pre-Construction Public Meeting	5/16/2028
Construction Notice to Proceed	5/17/2028
Construction Complete (14 months)	7/11/2029

Federal Funding Milestones (EBS Submittals)	
Major Milestones	
Traffic Analysis Milestones	
Right of Way Acquisition Milestones	
Environmental Document Milestones	
Public Involvement	

Council Meetings (2nd and 3rd Tuesday)

* Duration/date could be impacted by NTP date.

Avent Ferry Rd. Widening (Phase II) Overview Map



Ralph Stephens Road

Happy Huntin...

The Overlook At Holly Glen

Avent Ferry Rd

Shorehouse Way

Capeside Ave

Autumn Park

Touvelle Ct

Holly Grove Middle School

Cline Falls Dr

Mabe Dr

Cass Holt Road

Holly Grove Elementary School

Cass Holt Rd

Cleome Ct

Brayton Park

Google Earth

© 2020 Google

N

1000 ft

HOLLY SPRINGS
North Carolina

CONTRACT FOR PROFESSIONAL SERVICES SUBJECT TO Q.B.S.

THIS AGREEMENT dated _____, between the **Town of Holly Springs**, North Carolina, for itself and its Successors & Assigns (hereinafter called the "Town") and **Exult Engineering, PC** (herein after called the "Contractor").

Town hereby desires to enter into a contract for services with the Contractor and the Contractor agrees to enter into this contract and perform the Services as set forth below, in the manner and time hereinafter described, and both parties do hereby agree as follows:

SERVICES OF CONTRACTOR

The services of the Contractor shall be performed in the manner as described in **Exhibit A** (the "Proposal") as attached hereto and incorporated by reference. Contractor agrees to employ such personnel as may be needed to deliver services in the manner and time prescribed herein. Such personnel shall be employees of the Contractor, said Contractor being an independent contractor of the Town.

BRIEF SUMMARY OF SERVICE(S): This is a Professional Services contract for design services relating to the Avent Ferry Road Widening project, Phase 2, from Cass Holt Road to Ralph Stephens Road, as further detailed in **Exhibit A**.

TOWN'S RESPONSIBILITIES

The Town shall make available the facilities and information to the Contractor and shall not impede the work of the Contractor except as necessary. Any additional Town responsibilities shall be listed in **Exhibit A**.

BIDDING COMPLIANCE:

The Town shall comply with the bidding laws of the State of North Carolina. Failure to do so shall make this Contract void. The Town's Contract Manager for this Contract is:

Tim Athy, Utilities & Infrastructure (Name, Department)
Email: tim.athy@hollyspringsnc.gov
Phone: (919) 577-3128

____X____ The Contract Manager certifies that the Contractor was selected using Qualification Based Selection. An announcement was made through a Request for Letters of Interest on or about April 1, 2021. The Contractor was selected as the best qualified for the work described herein.

OR

_____ An exemption was allowed by the Town Manager, and an Exemption Memorandum is attached as the last page of this Contract as **Exhibit D**.

_____

Contract Manager **Date Signed:**
Printed Name: Tim Athy

_____

Department Head/Supervisor **Date Signed:**
Printed Name: Carrie Mitchell

PAYMENT

The Town shall pay the Contractor the contract sum in the following manner:

__ Upon completion of the services listed in **Exhibit A,** the Contractor shall invoice the Town, and the Town shall have 30 days from receipt to pay**.** Contract total not to exceed **$_____** without prior written agreement by the Town and Contractor.

__ Payment on basis of Time and/or Materials as described in **Exhibit A**

_X_ Description of Alternative Payment Terms:

The Contractor shall provide the Town will monthly Net30 Invoices detailing the work performed. The Contract total is not to exceed $794,989.47 for flat fee tasks and $238,078.51 for "Cost Plus" contingency items, as outlined in Exhibit A, for a total of $1,033,067.98, without the prior written authorization of the Town Contract Manager.

TIME FOR RENDERING SERVICES

The times for rendering the services are set forth in **Exhibit A**, or as otherwise set forth below:

The contract term is anticipated to be approximately twenty-eight (28) months from the issuance of the Notice to Proceed until completion of all tasks.

GENERAL CONSIDERATIONS

1. **Standards of Performance.**

1.1 The standard of care for all services performed or furnished by Contractor under this Agreement will be the care and skill ordinarily used by members of the Contractor's profession practicing under similar circumstances at the same time and in the same locality.

1.2 Contractor represents that, prior to submitting the Bid and executing this Contract, Contractor became and remains thoroughly acquainted with all matters relating to the performance of this Contract, all applicable laws and all of the terms and conditions of this Contract. All Services under this Contract shall be coordinated under and performed to the satisfaction of the Town Contact, taking into consideration the standard of care listed above. Town is authorized to withhold payment of any funds under this Contract until periodic performance of the Services has been inspected, accepted, and approved by the Town Contact.

1.3 Contractor shall be responsible for the technical accuracy of its services and documents resulting therefrom, and Town shall not be responsible for discovering deficiencies therein. Contractor shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in Town furnished information.

1.4 Contractor and Town shall comply with applicable Laws or Regulations and Town mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Town's responsibilities or to Contractor's scope of services, times of performance, or compensation.

1.5 Contractor is an independent contractor of the Town. The Town and the Contractor mutually agree to indemnify and hold harmless each party from any claims of negligence brought forth. Contractor is familiar with the property and its condition.

2. Term and Termination.

2.1 The term for this contract is as long as necessary to complete the scope of work agreed to, but in no event shall it exceed three (3) years.

2.2 The mutual obligations of the Parties contained in this Agreement may be terminated:

2.2.1 For cause by either party upon 30 days written notice in the event of a failure by the other party to perform in accordance with the terms hereof.

2.2.2 For failure to consistently satisfy the Standards of Performance in the opinion of the Town Contract.

2.2.3 Upon mutual agreement.

3. Controlling Law.

3.1 This agreement is to be governed by the law of the State of North Carolina, regardless of any language in any quote, contract, agreement supplied by the

Contractor.

3.2 Venue and jurisdiction are proper in the 10th Judicial District of North Carolina (Wake County).

4. Notices.

4.1 Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address below, or given personally, or by regular, registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of the receipt.

4.1.1 For the Town:

Tim Athy, Engineer III	(Name, Title)
Utilities & Infrastructure	(Department)
P.O. Box 8	(Address)
Holly Springs, NC 27540	
(919) 577-3128	(Phone)
Tim.athy@hollyspringsnc.gov	(e-mail)

4.1.2 For the Contractor/Vendor:

Cole Dagerhardt, Principal	(Name, Title)
Exult Engineering, PC	(Company)
P.O. Box 99277	(Address)
Raleigh, NC 27624	
(984) 500-5426	(Phone)
cole@exultengineering.com	(e-mail)

5. Severability.

5.1 Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Town and Contractor, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6. Waiver.

6.1 Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

7. Attorney's Fees.

7.1 In the event of a breach of this Agreement, the substantially prevailing party shall be entitled to an award of reasonable attorney's fees and costs relating to compelling

performance under this Agreement.

8. Insurance & Indemnification Requirement.

8.1 Contractor shall provide professional liability insurance for a minimum of $1,000,000 per occurrence, $2,000,000 aggregate, for the complete term of the contract. Additionally, the Contractor shall supply workman's compensation insurance coverage to all employees within the statutory limits, as necessary. Contractor shall supply proof of coverage to the Town, which shall list "Town of Holly Springs" as additional insured, to all professional liability policies for the duration of the contract term. Any waiver of the insurance requirement, or an acceptance of lower limits shall be stated on the **Exhibit B** cover page and a certificate of insurance shall be attached hereto as **Exhibit B**.

8.2 The Contractor agrees to waive any and all claims against the Town from itself or its employees arising from work performed by the Contractor pursuant to this Contract, except for claims related to non-payment of amounts. The Contractor shall protect, defend, indemnify and hold the Town and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of actions of every kind and character in connection with or arising out of this Agreement and/or the performance hereof, that are proximately caused by the negligence, willful or wanton conduct, or breach of contract by the Contractor, except to the extent that the same are proximately caused by the negligence or willful misconduct of the Town. For such claims, the Contractor/Licensee further agrees to investigate, handle, provide defense for and respond to, any such claims at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claims are groundless, false, or fraudulent. For the purpose of clarity, any indemnification provision contained in this Agreement shall require the Contractor to indemnify the Town only for the actions of the Contractor in the performance of the work described in this Agreement, and not for the actions of others.

9. E-Verify.

9.1 Contractor hereby agrees to comply with N.C.G.S. § 64-25, et. seq. regardless of Contractor's status as an independent contractor and not an employee with the Town. The E-Verify Affidavit shall be attached hereto as **Exhibit C**.

10. Independent Contractor.

10.1 Contractor's status shall be that of an independent contractor and not an agent, servant, employee, or representative of Town in the performance of the Services. Contractor shall exercise independent judgment in performing duties under this Contract and is solely responsible for setting working hours, scheduling or prioritizing the workflow and determining how the work is to be performed. No term or provision of this Contract or act of Contractor in the performance of this Contract shall be construed as making Contractor the agent, servant or employee of Town, or making Contractor or any of its employees eligible for the fringe benefits, such as retirement,

insurance and worker's compensation, which Town provides its employees.

10.2 Contractor's Control Over Services Provided. Contractor shall retain the unqualified right of control over the means, manner and methods by which the Services are performed, and the right to perform such Services at the locations and times that Service Provider independently determines, as approved by the Town. Contractor shall be responsible for providing all equipment, materials and supplies that Contractor determines are needed to timely provide the Services.

10.3 Contractor shall be responsible for the technical accuracy of its services and documents resulting therefrom, and Town shall not be responsible for discovering deficiencies therein. Contractor shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in Town furnished information.

11. Non-Discrimination.

11.1 As a condition of this Contract, Contractor covenants that Contractor will take all necessary actions to insure that, in connection with any operations under this Contract, Contractor, its officers, employees and subcontractors, will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, sexual orientation, or handicap unrelated to job performance, either directly, indirectly or through contractual or other arrangements. Contractor shall also comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C.A. §§12101-12213, as amended. In this regard, Contractor shall keep, retain and safeguard all records relating to this Contract or work performed hereunder for a minimum period of three (3) years from final Contract completion, with full access allowed to authorized representatives of Town, upon request, for purposes of evaluating compliance with this and other provisions of the Contract.

12. Contractor's Employees.

12.1 Contractor agrees and consents that the Town is allowing access to the Contractor to both publicly used and private sensitive Town facilities. Contractor, and any employee, agent, subagent, volunteer, or any person authorized to act on behalf of the Contractor shall maintain a professional demeanor at all times during the interaction with the Town's patrons and visitors to Town facilities. Contractor shall refrain from other commercial or political activity while performing this contract on Town Facilities. Contractor shall undergo criminal background checks on all employees and subcontractors working at the direction of the Contractor in this contract, and shall exclude any employees from working in any Town facility any employees that:

1) had a conviction of any felony within the past 10 years;

2) has a conviction in the past 10 years of any violent crime or crime involving theft or dishonesty; or

3) is currently a registered sex offender.

13. Assignment.

13.1 Contractor shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of the Town. As an express condition of consent to any assignment, Contractor shall remain liable for completion of the Contract work in the event of default by the successor contractor or assignee.

14. Right of Review and Audit.

14.1 Town may review any and all of the services performed by Contractor under this Contract. Town is granted the right to audit, at Town's election, all of Contractor's records and billings relating to the performance of this Contract. Contractor agrees to retain such records for a minimum of three (3) years following completion of this Contract. Any payment, settlement, satisfaction, or release made or provided during the course of performance of this Contract shall be subject to Town's rights as may be disclosed by an audit under this section.

15. Non-Appropriations.

15.1 No provision of this agreement shall be construed or interpreted as creating a pledge of the faith and credit of the town within the meaning of any constitutional debt limitation. No provision of this agreement shall be construed or interpreted as creating a delegation of governmental powers nor as a donation by or a lending of the credit of the town within the meaning of the constitution of the state. This agreement shall not directly or indirectly or contingently obligate the town to make any payments beyond those appropriated in the sole discretion of the town for any fiscal year in which this agreement is in effect; provided, however, that any failure or refusal by the town to appropriate funds which results in the failure by the town to make any payment coming due hereunder will in no way obviate the occurrence of the event of default resulting from such nonpayment. No deficiency judgment may be rendered against the town in any action for breach of a contractual obligation under this agreement and the taxing power of the town is not and may not be pledged directly or indirectly or contingently to secure any moneys due under this agreement.

16. Full Agreement. This Contract is the full agreement of the parties, and neither has, or is relaying on any information not contained in this Contract or its Exhibits. The terms of this Contract supersede any conflicting terms which may be contained in any Exhibit attached hereto and incorporated by reference.

17. Modification. The Contract may not be modified except by either a Change Order or an Amendment. Any Change Order or Amendment must be made in writing, utilizing the appropriate Town form, approved by the Town (and Town Council, if necessary) and executed with the same formalities as this original contract.

18. Addition Provisions for Non-Federal Entity Contracts Under Federal Awards. The additional provisions contained in **Exhibit E** to the Contract are required by the United States Government for all contracts involving non-federal entities and which utilize federal funding. The provisions in **Exhibit E** are incorporated into this Contract and expressly made a part thereof.

19. Exhibit List. The following documents shall be attached hereto and incorporated by reference.

Exhibit A – Proposal and Scope of Work

Exhibit B – Certificate of Insurance

Exhibit C – E-Verify Affidavit

Exhibit D – N/A

Exhibit E - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

[Signature Page Follows]

TOWN OF HOLLY SPRINGS:

BY:_____
Randy J. Harrington, Town Manager
Date:

CONTRACTOR:

Signature _____

Name:_____

Title: _____

WITNESS:

_____
Linda McKinney, Town Clerk
Date:

Contract Manager: _____ Date:

Purchasing Manager: _____ Brettany DeVolld
Date:

Purchase Order No.: _____ (if applicable)

Approved as to form:

_____
John Schifano, Town Attorney Date:

This instrument has been pre-audited in the manner
Prescribed by the Local Government Budget and Fiscal
Control Act.

_____
Tina Stroupe, Director of Finance Date:

EXHIBIT A

EXULT ENGINEERING
304-F West Millbrook Road • Raleigh, NC 27609
984-500-5426 • www.exultengineering.com

Tim Athy
Engineering III
Town of Holly Springs
128 S. Main St
Holly Springs, NC 27540

August 6, 2025

Dear Mr. Athy,

Exult Engineering, PC ("Exult" or "Consultant") is pleased to present this task order scope and fee estimate to the Town of Holly Springs ("Town" or "Client") for providing transportation engineering services related to the U-5889, Avent Ferry Road Widening, Phase II project in Holly Springs, NC.

PROJECT OVERVIEW

GENERAL

Project Location: Avent Ferry Road (SR 1115) between Cass Holt Road (SR 1116) and Ralph Stephens Road (SR 1114). The project will include the necessary adjustments to tie back to existing conditions. Refer to Figure 1 for project limits.

Figure 1: Project Location Map

Primary Contact Person/Project Manager: Cathy Kennedy, PE, 203 W. Millbrook Rd, Ste 200, Raleigh, NC 27609, (984) 263-9639

Primary Responsible Person/Principal: Cole Dagerhardt, PE, 203 W. Millbrook Rd, Ste 200, Raleigh, NC 27609, (984) 500-5426

Miscellaneous Statements:

- The Town of Holly Springs will have ownership of all work products.
- The Town of Holly Springs will have an opportunity to review and/or inspect the deliverables prior to final.
- Extent and Manner of Liability: To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's officers, directors, members, partners, agents,

employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to $2,000,000 or the total amount of compensation received by Engineer, whichever is greater.

- The contract will be a lump sum contract and all submitted invoices will include the Town's project number (17-009). Refer to the *Fees and Expense* section for additional information.

PROJECT UNDERSTANDING

The purpose of U-5889, Avent Ferry Road Widening, Phase II is to widen Avent Ferry Road (SR 1115) between Cass Holt Road (SR 1116) and Ralph Stephens Road (SR 1114) to a four-lane median divided curb and gutter facility with a sidewalk and/or sidepath along both sides.

It is our understanding that the project is using state funds through the NCDOT Strategic Transportation Investment (STI) law and is being administered by the Town of Holly Springs as a Locally Administered Project Program (LAPP) project. There is also potential for future federal funding and as such, the proposed project design approach is set to meet the requirements of this potential funding.

Exult and its subconsultants (McAdams, Wetherill, Three Oaks Engineering, and Falcon) will provide final engineering design services for U-5589, Avent Ferry Road Widening, Phase II as specifically stated below. The project design process is anticipated to be 28-months. The designs will be performed in accordance with Town, NCDOT, ADA, and AASHTO standards and guidelines.

SCOPE OF SERVICES

TASK 1 – MEETINGS AND COORDINATION

Exult will coordinate with project team members and Town staff and provide project administration through the anticipated 24-month active design duration (28-months total including ROW). The coordination will include regular transmittals of project correspondence; review of analyses, documents, and design; and telephone contact for items requiring attention. Specific meetings and coordination within this task consist of the following:

- Project Kickoff Meeting – Virtual
- Provide Monthly Progress Reports with Invoices (anticipated 28-months)
- Conduct field review of project corridor, existing conditions, and project survey
  - Two (2) in-person attendees for field walk.
- Design Review Meetings with the Town (25%, 75%, and 90% Plans)
  - Two (2) in-person attendees for up to a 2-hour meeting (Town Hall)
- Design Review Meeting with NCDOT (25%, 75%, and 90% Plans)
  - Two (2) virtual attendees for 1-hour meetings
- Progress Meetings/Conference Calls
  - Two (2) virtual attendees for 1- hour conference calls every other week or as scheduled by Town and Design Team (assumed up to 36 bi-weekly meetings)
  - Two (2) virtual attendees for up to five (5) additional 1-hour conference calls
    - This could be used for meetings such at TRC pre-application meeting, meetings with different Town departments, follow-up meetings after public comment, etc.
- Up to four (4) Town Council Meetings
  - Each meeting will have two (2) in-person attendees for a 2-hour council meeting
  - PowerPoint presentation to present status of project at corresponding meeting
- Up to six (6) coordination meetings with the current adjacent developments to coordinate designs (i.e. EPCON (Graham Woods), Avent Commercial Property (Beazer Homes))
  - Two (2) virtual attendees for 1-hour meetings
- Up to two (2) meetings each with up to eight (8) adjacent stakeholders along the project corridor (i.e. Holly Glen neighborhood HOA, The Overlook at Holly Glen HOA (Capeside Realignment), Wake County Public School System (WCPSS), Holly Grove Elem/Middle and Holly Springs High School Principles, Autumn Park HOA, Fire Station #2/Wake County EMS)
  - Two (2) virtual attendees for a 1-hour meeting (up to 8 meetings)
  - Two (2) in-person attendees for a 1-hour meeting (up to 8 meetings)
- Coordination with subconsultants and design team throughout project duration
- Develop a project work plan, summarize the project schedule, and maintain the schedule for the anticipated 28-month project duration referenced above.

DELIVERABLES:

- Monthly invoicing and progress reports (28 months)
- 25%, 75%, and 90% Plans Review Meeting and Meetings Notes
- Progress Meeting/Conference Call, Coordination Meeting and Stakeholder Raw Meeting Notes
- Updated project schedule with dates for key milestones

TASK 2 – SURVEY AND EASEMENT

McAdams (as a subconsultant to Exult) will be providing design Surveys, SUE Level B, SUE Level A and Exhibits and Plats for ROW Acquisition purposes and physical staking (prelim and final) of proposed ROW and Easements. See *APPENDIX A* for full scope of services being provided by McAdams (dated July 24, 2025) and consists of the following tasks.

TASK 2A – SURVEY AND EASEMENT PLATS

DELIVERABLES:

- Mapping will be a 50 scale drawing (.dwg and .dgn formatting)
- Surface file (.XML formatting)
- Up to 25 Sealed Right-of-Way Easement Exhibits and Legal Descriptions (PDF)
- Up to 6 Sealed Right-of-Way Easement Plat Maps (PDF and Mylar)

TASK 2B – SUE LEVEL 'B'

DELIVERABLES:

- CAD file with SUE Level B (.dwg and .dgn formatting)

TASK 2C – SUE LEVEL 'A'

DELIVERABLES:

- Up to 20 test hole data sheets

TASK 3 – 25% PRELIMINARY PLANS

Upon completion of the survey, the Exult Team will prepare 25% preliminary plans consisting of the proposed horizontal and vertical roadway alignment; sidewalk and/or sidepath; curb and gutter; preliminary construction limits, preliminary ROW and easements; typical sections, and title sheet. From discussions during the scoping meeting on June 23rd, the project will generally apply the typical section shown in the Towns CTP, which consists of a 4-lane divided curb and gutter section with a raised median and sidewalk and/or sidepath. The desired lane widths and median width will be coordinated at the start of this task during a bi-weekly coordination call. This project will have a design speed of 40-mph due to a posted speed limit of 35-mph. The design will be performed in accordance with the applicable Town, NCDOT, ADA, and AASHTO standards and guidelines.

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST (EOPCC)

The Exult Team will also prepare a preliminary Engineer Opinion of Probable Construction Cost (EOPCC). The EOPCC will be prepared using NCDOT bid averages and recent bid tabulations for projects of a similar size and nature. Please note that the Engineer has no control over the cost of labor, materials, or equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable construction costs are made on the basis of the Engineer's experience and qualifications and represent the Engineer's judgment as a design professional familiar

with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from opinions of probable cost prepared for the Client.

Exult will prepare 25% preliminary plans on sheets at a scale of 1" = 50' horizontal and 1" = 10' vertical.

Exult will submit an electronic 22" x 34" PDF set of plans concurrently to the Town via the development review portal and also provide a PDF of the plans via email to the Town Project Manager for the Town's submittal to NCDOT via the EBS portal for review and comment.

As noted in the meetings and coordination task, Exult will attend a separate 25% Review Meeting with both the Town (in-person) and NCDOT (virtual) following receipt of comments.

After the 25% review meeting, Exult will make up to one (1) round of revisions to address any alignment/typical section comments (if needed). A PDF of the revised preliminary plans will be submitted to the Town Project Manager via email. The Town Project Manager can submit the revised preliminary plans to NCDOT via the EBS portal for approval.

DELIVERABLES:

- 25% Preliminary Plans (Title Sheet, Typicals, Plan and Profile) (PDF)
- 25% Preliminary EOPCC (PDF)
- Revised 25% Preliminary Plans, EOPCC, and response to comments (if needed) (PDF)

TASK 4 – TRAFFIC STUDY

TASK 4A – TRAFFIC FORECAST

DATA COLLECTION

TRAFFIC COUNTS

Exult will collect 13-hour (6:00 am – 7:00 pm) turning movement count data (including bicycles and pedestrians) on a typical weekday at the following existing study intersections while school is in session:

- Avent Ferry Road at Ralph Stephens Road/Paddock View Drive
- Avent Ferry Road at Autumn Park Avenue
- Avent Ferry Road at Holly Springs Middle School Driveway
- Avent Ferry Road at Cass Holt Road/Capeside Avenue
- Avent Ferry Road at Holly Meadow Drive/Children's Lighthouse Driveway
- Cass Holt Road at Holly Springs Elementary School Driveway
- Cass Holt Road at Holly Springs High School Northern Driveway
- Cass Holt Road at Holly Springs High School Southern Driveway

Exult will collect 48-hour tube count data on a typical weekday at the following location:

- Avent Ferry Road between Logging Road and Autumn Park Avenue
- Cass Holt Road between Holly Springs Elementary School Driveway and Holly Springs High School Northern Driveway

Data collection required for other intersections not mentioned above is not included in this scope of services.

BACKGROUND DATA

Exult will collect available historical AADT data, NCDOT Traffic Survey Group information, and any previous traffic forecast information.

REVIEW AND ANALYSIS OF EXISTING DATA

Exult will develop growth rates for long term historic growth. Turning movement counts will be converted to AADT volumes for use in the forecast.

TRAFFIC FORECAST

Exult will develop a traffic forecast using the Triangle Regional Model for the study intersections under the following scenarios:

- 2025 Base Year No Build
- 2050 Future Year No Build
- 2050 Future Year Build

Analysis required for other years or scenarios not mentioned above will fall under additional services.

DOCUMENTATION

Exult will summarize our analysis and results providing a Project Level Traffic Forecast Report. The report will include a detailed summary of existing conditions, future conditions, data analysis tables, and traffic forecasting diagrams for submittal to the Town and NCDOT.

TASK 4B – CAPACITY ANALYSIS

Exult will follow the Town's *Traffic Study Policy* as much as possible. However, several elements will not be applicable for this project since it is not a development project. The following elements from the *Traffic Study Policy* will be included in the documentation and analysis:

- Existing conditions analysis with the existing roadway network
- Future year no-build analysis with the volumes determined by the traffic forecast and expected future year no-build network with committed improvements by others
- Future year build analysis with the volumes determined by the traffic forecast and widening of Avent Ferry Road
- Capacity analysis inputs consistent with NCDOT's *Capacity Analysis Guidelines* and the Town's *Traffic Study Policy*

The following elements from the *Traffic Study Policy* will be included in the documentation:

- Table of contents
- Executive summary
- Project description
- Methodology summary
- Results and conclusions
- Appendices

DATA COLLECTION

SITE VISIT

Based on the study area defined above, we will perform a site visit to collect data regarding existing traffic conditions such as existing lane geometry, available storage lengths, signal control information, posted speed limits, current traffic flow patterns, and constructability constraints. This data is necessary to develop traffic analysis models.

BACKGROUND DATA

Exult will obtain necessary available traffic data from the North Carolina Department of Transportation (NCDOT) and the Town. This data may include existing traffic count data, approved development traffic data, historical growth rates, and available traffic forecasts, as well as any signal plans and signal timing information. We will review the adjacent street network, available public planning documents, plans for adjacent development projects, and planned roadway improvements committed to by NCDOT, the Town, or others. Exult will obtain available Traffic Impact Analysis (TIA) reports prepared and submitted for planned future developments along the corridor. We will obtain information related to committed improvements at the intersections from the Town, NCDOT, and approved development studies. Exult assumes up to ten (10) approved developments will be included in the scope of work for this study. If additional approved developments are later required to be included in the study, this will be considered an Additional Service and will result in additional effort and fee.

VOLUME DEVELOPMENT

Exult will determine existing and future year peak hour volumes by converting the AADT's estimated in the traffic forecast to peak hour volumes.

TRAFFIC CAPACITY ANALYSIS

Exult will perform detailed traffic engineering capacity analyses utilizing Synchro 11 for the study intersections under the following traffic scenarios:

- Existing (2025) AM, PM, and School PM Peak Hour
- Future Year (2050) No-Build AM, PM, and School Peak Hour
- Future Year (2050) Build AM, PM, and School PM Peak Hour

Analysis required for other years or scenarios not mentioned above will fall under Additional Services.

Exult will analyze and report the level of service (LOS) and delay for each study intersection and approach. We will analyze and report the 95% queueing for all exclusive turn lanes at the study intersections. Exult will utilize SimTraffic simulation software to observe delay or queueing issues and report maximum queue lengths.

These results will be used to develop recommendations for roadway geometry for the study intersections to accommodate the anticipated future traffic.

DOCUMENTATION

Exult will summarize our analysis and results by following *NCDOT Capacity Analysis Guidelines* in the form of a DRAFT Technical Report. The Technical Report will include a detailed summary of existing conditions, future conditions, and recommendations.

Exult will provide an electronic copy of the DRAFT Technical Report to Town staff for review. We will attend up to one (1) meeting with Town staff following the review to present our analysis and recommendations. We will provide feedback on questions or comments related to the DRAFT.

Exult will address up to one (1) round of comments and prepare a FINAL Technical Report for submittal to the Town and NCDOT.

DELIVERABLES:

- 2025 BYNB, 2050 FYNB, and 2050 FYB Traffic Forecast diagrams
- Project Level Traffic Forecast Report
- DRAFT Technical Report
- FINAL Technical Report
- Electronic Synchro files

TASK 5 – PUBLIC OUTREACH

The Exult Team will prepare for and attend up to three (3) drop-in style public meetings – Pre-Design Public Meeting, 25% Design Public Meeting, and Pre-Construction Public Meeting. The purpose of the first two meetings will be to share the design plans with the community and receive public input. The Exult Team will coordinate with the Town to establish a date, time and location for each meeting. For the Pre-Design Meeting, Exult will prepare a colored map of the design corridor with existing property information. For the 25% Meeting, Exult will prepare a colored map of the design overlaid on an aerial. For both of these meetings, the Exult Team will prepare a postcard to be distributed in advance of the meeting, a handout to be shared during the meeting, a public comment card to collect input, and public meeting sign-in sheet. A digital version of the public meeting material will also be provided to the Town for use on its website and social media platforms.

The third meeting, a Pre-Construction Public Meeting, will be held prior to the start of the construction. This meeting will serve to update the public on the construction schedule and phasing and provide an opportunity for attendees to ask questions related to construction. Like the earlier meetings, it will follow a drop-in format and will include a postcard for advance distribution, a handout, a public comment card, and a sign-in sheet. No map will be prepared for this meeting.

Three Oaks Engineering (as a subconsultant to Exult) will support Exult with this task. See *APPENDIX B* Task 5 – Public Engagement for full scope of services being provided by Three Oaks (dated July 31, 2025).

DELIVERABLES:

- Pre-Design and 25% Public Meetings will each include:
  - Postcard and associated mailing (Up to 1,000 mailings)
  - A roll plot aerial map of the corridor with the corresponding design and a proposed project typical section (Up to 2 copies)
  - A handout (Up to 500 copies)
  - Up to four (4) attendees for a 2-hour meeting
  - Summary of comments (Excel format)

- Pre-Construction Meeting will include:
  - Postcard and associated mailing (Up to 1,000 mailings)
  - A handout (Up to 500 copies)
  - Up to two (2) attendees for a 2-hour meeting

TASK 6 – NEPA AND ENVIRONMENTAL

Three Oaks Engineering (as a subconsultant to Exult) will be providing environmental services including wetland and stream delineations, a Preliminary Jurisdictional Determination (PJD) Package, preparing a Natural Resources Technical Report (NRTR) and associated deliverables (including protected species surveys), environmental permitting, and a Federal Highway Administration (FHWA) Type III Categorical Exclusion (CE). See *APPENDIX B* for full scope of services being provided by Three Oaks Engineering (dated July 31, 2025).

Additionally, Exult will provide the corresponding permit drawings for the environmental permitting application, including permit drawings for stream, wetland and riparian buffer impacts.

This task will be divided into the following subtasks:

TASK 6A – NATURAL ENVIRONMENTAL

See *APPENDIX B*, Task 1 - Preliminary Project Activities, Task 3 - Natural Resources Technical Report and Task 4 - Environmental Permitting for full scope of services.

Exult will provide the permit drawing submittals. It is assumed that up to 3 wetland sites, 1 stream site and 2 buffer sites will require permit drawings. A stream and wetland permit package and a riparian buffer impact permit package will be provided.

DELIVERABLES:

- Environmental Permitting Package and corresponding issued Permits from USACE and NCDWR
- DRAFT WEX file (.dgn and .dwg)
- FINAL WEX file
- FINAL updated WEX file, if an agency visit is required and changes are made to the delineation
- Survey Points Package for surveyors
- DRAFT and FINAL PJD Package, including revisions to the FINAL PJD Package if the agency site visit results in changes to the delineation (if visit is required)
- DRAFT NRTR and FINAL NRTR
- GPS files
- A copy of all shapefiles used to create the figures
- QA/QC form with signatures, if requested
- Stream and Wetland Impact Permit Drawings
- Riparian Buffer Impact Permit Drawings
- NCDWR Permit Application Fee (up to $1,000)

TASK 6B – COMMUNITY STUDIES

See *APPENDIX B*, Task 2 - Direct and Indirect Screen Tool.

DELIVERABLES:

- Direct and Indirect Screening Tool (DIST)

TASK 6C – ENVIRONMENTAL POLICY – CE DOCUMENT

See *APPENDIX B*, Task 6 - Environmental Documentation, Task 7 – Construction Consultation, and Task 8 - Project Coordination.

DELIVERABLES:

- Draft CE for review by Town of Holly Springs and NCDOT Division 5 staff (electronic copy only)
- Revised Draft CE for review (electronic copy only)
- Signed Final CE (electronic copy only)
- Draft Consultation for review by Town of Holly Springs and NCDOT Division 5 staff (electronic copy only)
- Revised Draft Consultation for review (electronic copy only)
- Signed Final Consultation (electronic copy only)

TASK 7 – HYDRAULIC DESIGN

Wetherill (as a subconsultant to Exult) will lead the Hydraulic Design Services task and coordinate with Exult and the Town while they perform these services. Hydraulic design will be submitted as a redline set between approved 25% plans and 75% submittal. The Stormdrain Design will be incorporated in the 75%, 90%, and 100% (Signed and Sealed)Plan Submittals. Temporary drainage is anticipated and will be incorporated into the work zone traffic control plans as needed. Field reconnaissance of the existing and proposed drainage features and patterns will be completed prior to design.

DELIVERABLES:

- Redline Drainage Submittal (submitted between approved 25% plans and 75% submittal)
- 75% Submittal:
  - Town of Holly Springs Construction Stormwater Checklist Form
  - Town of Holly Springs Stormwater Design Executive Summary Form
  - Storm Drainage Systems and Ditches included in plans.
  - Drainage details as needed.
  - Drainage Summary Sheet
  - Stormwater calculations per NCDOT standards.
  - Outfall analysis for two (2) locations per NCDOT Standards.
  - Stormwater Management Plan per NCDOT standards.
  - Provide any necessary Special Provisions

- OPCC for roadway and anticipated temporary drainage/traffic control items (.XLSX)
- Wetherill will provide a DRN file to reference into the plan sheets

- 90% Plans Submittal:
  - Revise drainage/calculations/OPCC based on Town/NCDOT 75% comments
- 100% Final Signed and Sealed Submittal:
  - Revise drainage/calculations/OPCC based on Town/NCDOT 90% comments

EXCLUSIONS:

- No structural BMP/SCM is assumed to be needed for this project. If required, a supplemental would be required.

TASK 8 – 75% ROW PLANS

TASK 8A: 75% ROADWAY SUBMITTAL

Exult will address remaining 25% comments and prepare the 75% Right of Way Plans consisting of the final roadway plan and profile, sidewalk/sidepath; curb ramps; curb and gutter; drainage, construction limits; cross sections; ROW and easements plan sheets; erosion control plans; combination pavement marking and signing plan; traffic management plans; preliminary signal layouts, preliminary utility plans (see Task 10 for additional details), preliminary UbO plans, construction details; typical sections, and title sheet. Additionally, the hydraulic design and geotechnical recommendations will be incorporated into the plans. The designs will be performed in accordance with applicable NCDOT, ADA, and AASHTO standards and guidelines.

Exult will prepare 75% Plans on sheets at a scale of 1" = 50' horizontal and 1" = 10' vertical. Exult will prepare preliminary cross sections at a scale of 1" =10'.

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST (EOPCC)

Exult will also prepare an Engineer's Opinion of Probable Construction Cost. The EOPCC will be consistent with NCDOT format and prepared using NCDOT bid averages and recent bid tabulations for projects of a similar size and nature. Please note that the Engineer has no control over the cost of labor, materials, or equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable construction costs are made on the basis of the Consultant's experience and qualifications and represent the Consultant's judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from opinions of probable cost prepared for the Client.

Prior to submitting the 75% plans, the Exult will complete a "Plans in Hands" field walk of the project corridor looking for any changes in existing conditions that could impact the design and as part of our final review of the 75% plans package.

Exult will submit an electronic 22 x 34" PDF of the plans concurrently to the Town via the development review portal and the EOPCC via email to the Town Project Manager for review. Exult will also provide a PDF via email for the Town's submittal to NCDOT via the EBS portal for review and comment. It is assumed since the project has LAPP funds, a separate encroachment agreement with NCDOT will not be required.

As noted in the meetings and coordination task, Exult will attend separate 75% Review Meetings with both the Town (in-person) and NCDOT (virtual) following receipt of comments.

After the 75% review meetings and receipt of Town, NCDOT, and agency comments, Exult will make one (1) round of revisions to incorporate comments that could impact right-of-way and easement needs. A full set of revised 75% plans will not be re-issued. Only the roadway plan sheets that show the right of way and easement revisions. These revised roadway plan sheets will be utilized to start the right-of-way acquisition phase of the project. Exult will submit an electronic 22 x 34" PDF of the updated plan sheets to the Town Project Manager via email. The Town Project Manager can submit the revised plan sheets to NCDOT via the EBS portal for approval.

TASK 8B: EROSION CONTROL PLANS AND PERMIT

Exult will layout and identify erosion control measures to reduce erosion and limit sedimentation runoff during construction. The design will be in accordance with the North Carolina Department of Energy, Mineral and Land Resources (NCDEMLR) and the Town requirements. Exult will submit to the North Carolina Division of Energy, Mineral and Land Resources (NCDEMLR) the necessary application, calculations, and erosion control plans for an erosion control permit. The preliminary erosion control plans will be included in the 75% Design Plans for Town review.

The actual submittal to NCDEMLR will occur following the acquisition of all ROW and Easements needed on the project per NCDEMLR requirements. It is assumed the Exult will address up to one (1) round of comments from NCDEMLR and provide a revised submittal to NCDEQ. It is assumed the project disturbance is approximately 10-acres and thus the required permit fees for up to 10-acres would be $119 per acre (~$1,000).

The Town will need to pay this fee when they submit application process online. After approval of the erosion control plans, Exult will apply for the Notice of Construction Stormwater (NCG001). The Town will need to be the applicant for this permit to NCG001 and pay applicable fee (~$127/year).

Exult will prepare the Erosion Control Plans on separate plan sheets at a scale of 1" = 50'.

TASK 8C: TRANSPORTATION MANAGEMENT PLAN

Exult will prepare a transportation management plan for the maintenance of traffic/pedestrians during construction. The transportation management plan will consist of general notes, construction phasing notes, detailed traffic control phasing plans, and standard drawings to address the constructability of the design and will be in accordance with NCDOT and MUTCD Standards. Accommodations for pedestrians will be part of these plans. All traffic control phases will also be coordinated with the signal design plans as described in that scope.

TASK 8D: PAVEMENT MARKING AND SIGNING PLANS

Exult will provide a combination set of pavement marking and signing plans to lay out the proposed pavement markings, notes regarding the removal of any conflicting pavement markings, existing sign removal and/or resets, and any proposed signage needed as a result of the project design. The pavement marking and signing plans will be part of the 75% plans and will include a title sheet, general notes, details, and plan sheets showing the pavement marking and signing design.

TASK 8E: LANDSCAPE PLANS

McAdams (as a subconsultant to Exult) will be providing landscaping plans for the proposed landscaped median along Avent Ferry Road. The median plantings will be a similar design and palette to the existing landscaped median on Avent Ferry Road east of Ralph Stephens Road and in compliance with North Carolina Department of Transportation Guidelines for Plantings within the Highway Right-of-Way and Town of Holly Springs landscape standards. See *APPENDIX A* for full scope of services being provided by McAdams (dated August 4, 2025).

DELIVERABLES *(REFLECTS ALL SUBTASKS)*:

- "Plans in Hand" field review prior to 75% Plan Submittal
  - Two (2) in-person attendees
- 75% Right of Way Plans (PDF)
  - Includes Erosion Control, Transportation Management, Pavement Marking and Signing Plans, & Landscaping Plans
- 75% Right of Way EOPCC (PDF)
- Erosion Control Plans, Calculations, and Permitting Submittal to NCDEQ (PDF)
  - To be submitted following the acquisition of all ROW and Easements
  - Includes $1,000 permit application fee (assumed 10 acres at $119/acre)
- Transportation Management Plan – Included with 90%, and Signed and Sealed Submittals
- Pavement Marking and Signing Plans – Included with 90%, and Signed and Sealed Submittals
- Preliminary landscape design meeting.
- Landscape Plans, Specifications and Opinion of Probable Construction Cost – Included with 90% and Signed and Sealed Submittals

TASK 9 – SIGNAL AND ITS DESIGN

Exult will prepare signal upgrade plans and electrical details at the following intersections associated with the proposed roadway widening.

AVENT FERRY ROAD AND RALPH STEPHENS ROAD

- Signal upgrade plan based on modifications to the existing signalized crosswalks on the east and west legs of Avent Ferry Road.
- Pedestrian signalization updates will include the use of Accessible Pedestrian Signals (APS) and Leading Pedestrian Intervals (LPI).

AVENT FERRY ROAD AND HOLLY SPRINGS FIRE-RESCUE #2

- Flasher signal plan for emergency access. Flasher would be actuated by emergency vehicles via pushbutton installed in station or GPS transmitter.
- Communication plans will be prepared to connect signal into Holly Springs Signal System.

AVENT FERRY ROAD AND HOLLY GROVE MIDDLE SCHOOL/ELEMENTARY SCHOOL DRIVEWAY

- One (1) temporary design to be utilized during traffic control phasing, primarily for pedestrian mobility.
- Final design will be prepared, if warranted and approved by NCDOT for installation.
- Metal pole/mast arms will be included in the final design.
- Pedestrian signalization at all proposed/existing crosswalks will include the use of Accessible Pedestrian Signals (APS) and Leading Pedestrian Intervals (LPI).
- Design will include GPS Emergency Vehicle Preemption (EVP) along both approaches of Avent Ferry Road.
- Communication plans will be prepared to connect signal into Holly Springs Signal System.

AVENT FERRY ROAD AND CASS HOLT ROAD/CAPESIDE AVENUE

- Two (2) temporary signal designs are assumed, based on proposed traffic control phasing. The existing signalized pedestrian crosswalk on the east leg of Avent Ferry Road will be maintained during all traffic control phases.
- Final design will be prepared, based on the realignment of Capeside Avenue to create a four-leg intersection.
- Metal pole/mast arms will be included in the final design.
- Pedestrian signalization at all proposed/existing crosswalks will include the use of Accessible Pedestrian Signals (APS) and Leading Pedestrian Intervals (LPI).
- Design will include GPS Emergency Vehicle Preemption (EVP) along both approaches of Avent Ferry Road.
- Communication plans will be prepared to maintain connectivity to Holly Springs Signal System.

AVENT FERRY ROAD AND HOLLY MEADOW DRIVE

- Signal upgrade plan based on proposed widening along Avent Ferry Road and modification of eastbound right-turn lane to a shared through/right-turn lane.
- Maintain existing metal pole/mast arms and signal cabinet.
- Install/reposition signal heads.

All traffic signal designs will be in conformance with Town of Holly Springs preferences and the NCDOT standards published in the latest *ITS and Signals Unit Design Manual*. It is assumed the designs will be designed with MAXTIME software per the Town and NCDOT general practices.

Specifically, Exult will provide the following items:

GEOMETRIC LAYOUT PLAN. The traffic signal plans will include the overall layout of the intersections detailing all existing and proposed signal infrastructure. Items on the plans will include any existing and proposed intersection striping and marking locations; detector loop design and location; identification of conduit runs; vehicle and pedestrian signal head placement; pedestrian pole locations, metal pole/mast arm locations; location of controller cabinet and pull boxes; phasing diagram; a timing chart; EVP chart; APS chart; a loop and detector unit chart; a table of operation; a crosswalk and stop bar location

diagram; and signal head and sign legends. This plan will also detail existing and proposed ROW/Easements that will be required for the traffic signal infrastructure (if applicable).

INTERSECTION PHASING PLAN AND TIMING CHART. Exult will design the signal phasing plan and signal timing chart for the signal upgrades to accommodate the parameters mentioned above. Intersection clearance distance diagrams will be prepared to calculate the vehicular clearance distances and clearance times for the timing chart. Clearance distances will also display and calculate pedestrian crossing distances and walk times.

ELECTRICAL DETAILS PLAN. Electrical details will include details for: signal monitor programming detail, detector rack set-up detail, equipment information and notes, vehicle and pedestrian signal head hookup chart, and any appropriate programming details required for operations and installation/upgrades of pedestrian, EVP, FYAs, and alternate phasing.

CABLE ROUTING AND SPLICE DETAILS. Exult will prepare cable routing and splice detail plans to connect the new signals into the Holly Springs Signal System. Plans will be prepared in conformance with the NCDOT standards published in the latest ITS and Signals Unit Design Manual and Town of Holly Springs preferences.

PROJECT SPECIAL PROVISIONS. Exult will prepare Signal and ITS Project Special Provisions for the proposed traffic signal improvements. Signal and ITS Specifications will be prepared in accordance with the latest NCDOT and Town standards.

BID QUANTITIES AND ENGINEER'S ESTIMATE. Following plan approval, Exult will prepare bid quantities and develop a detailed engineer's opinion of possible construction cost (EOPCC) for the proposed traffic signal work at the intersections. The bid quantities and line items will be prepared using the latest NCDOT list of construction items.

Bid costs will be representative of costs we have seen recently on similar projects in North Carolina. Please note that the Engineer has no control over the cost of labor, materials, or equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable construction costs are made on the basis of the Engineer's experience and qualifications and represent the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from opinions of probable cost prepared for the Client.

SUBMITTAL PROCESS

Exult will prepare and submit a 90% signal package, including signal plans, metal pole layout, electrical detail plans, cable routing plans, splice details, Signal and ITS project special provisions and applicable calculations in PDF format for proposed improvements. The 90% plans will be submitted to the Town and NCDOT via email. Upon receipt of one (1) round of NCDOT and Town review comments, we will revise our plans, if necessary. It is assumed comments from the Town and NCDOT will be addressed concurrently. Once necessary revisions are completed, we will submit 100% plan package to both the Town and NCDOT for review. Upon 100% review comments, we will revise the plans and submit for final approval to the Town and NCDOT. These final plans will be signed and sealed. At the completion of the project, Exult will convert design files from MicroStation to AutoCAD for Town's use.

DELIVERABLES:

- 90% signal package including signal layout plans, electrical detail plans, cable routing plans, splice details, Signal and ITS special provisions, and applicable calculations. *(Submitted with 75% Roadway)*
- 100% signal package including signal layout plans, electrical detail plans, cable routing plans, splice details, Signal and ITS special provisions, and applicable calculations. *(Submitted with 90% Roadway)*
- Signed and Sealed Signal Package *(Submitted with 100% Signed and Sealed Roadway)*
- Bid quantities and engineer's estimate following final plan approval.
- Digital design files following plan approval (.DGN and .DWG).

TASK 10 – UTILITY COORDINATION

Exult will be responsible for coordinating all Utilities by Others (UbO) relocations plans and/or accommodations necessary to build these proposed roadway improvements.

Town of Holly Springs will be responsible for non-betterment utility relocation costs when the Utility Owner has prior rights of way/compensable interest. The Utility Owner shall be responsible for the relocation cost if they cannot furnish evidence of prior rights of way or a compensable interest in their facilities. The determination of cost responsibilities for the utility relocations shall be a joint effort between the utility owner and Town of Holly Springs.

Per our research with NC 811 the following utility companies own facilities within or in close proximity to the construction limits of this project:

1. Duke Energy – power distribution
2. Duke Energy – street lighting
3. Town of Holly Springs – water, sewer, and fiber
4. Enbridge Gas (Dominion Energy) – gas distribution
5. AT&T distribution – Fiber optic and copper telecommunication
6. Spectrum (charter) – Fiber optic and coaxial telecommunication
7. Brightspeed (formerly Centurylink) - Fiber optic telecommunication
8. Verizon (formerly MCI) – Fiber optic telecommunication
9. Ting Fiber - Fiber optic telecommunication

Exult will contact the private owners and secure the private utility contact information, verify their facilities (type, size, etc.) within the project limits, and provide them with the latest design plans and files. Exult will request the utility owners to provide private utility relocation plans if a conflict is present. Exult will conduct up to (7) coordination meetings with private utility owners throughout the design phases including a kickoff meeting with Duke Energy, a kickoff meeting with the other private utilities, and individual field meetings to review conflicts and/or relocation designs. Exult will also review the final UBO plans in the field with private utilities to verify their design is accurate and coordinated with the project design plans. Exult will conduct a utility walk with utility owners to determine restrictions to relocations and to identify cost prohibitive adjustments to either the design or the utility. Conflict resolutions will be coordinated with

each utility owner on a case-by-case basis to avoid conflicts with the roadway design, hydraulic design, and/or other project elements.

Exult will also identify any SUE Level 'A' needs (testholes) that could possibly eliminate conflicts with the proposed design and existing utilities. These testholes will be reviewed by the Town prior to being requested by the project surveyor. Once testholes are received, Exult engineering will review the information provided and inform the Town and private utilities on any possible conflicts and possible resolutions to address the conflicts.

The preliminary UBO plans will be submitted with the project right-of-way plans and will show any Permanent Utility Easements (PUE's) on them for use in property acquisition. Exult will submit these preliminary UBO plans to each utility owner for review and comment. Exult will conduct a final utility coordination meeting with utility owners in the field with final plans to receive any more comments and review design. After all comments are incorporated, Exult will include the final UBO plans as part of the entire plan package and produce a Utility Coordination Special Provision for the project manual. The final UBO Plans will include street light locations, retained, removed, and/or relocated utility poles and underground private utilities within the project limits.

Exult will also coordinate the street lighting along the project corridor with Duke Energy Lighting staff. Photometric Design and layout/spacing of lights will be performed by Duke Energy and then coordinated directly with Exult for incorporation in the roadway plans. Final lighting/electrical design will be provided by Duke Energy with coordination and possible utility lighting agreement with the Town of Holly Springs. Exult will help the Town coordinate these efforts during design. Exult will incorporate the roadway lighting layout into the UBO plans and final roadway plans. It is assumed that Duke Energy will install the lighting infrastructure in concert with the construction of the project as they do typically on public roadway widening projects.

Exult will also help facilitate the Utility Relocation Agreement (URA) between Duke Energy and the Town of Holly Springs as this will be required to get preliminary utility relocation costs for the Duke Energy relocation work. All private utilities will be responsible for their own encroachment agreements with NCDOT for any relocation work required. Exult will help coordinate this effort with each utility owner.

Any utility construction coordination with private utilities will be considered as additional services.

DELIVERABLES:

- Preliminary UbO Plans (ROW Plans Phase)
- Final UbO Plans (Final Plans Phase)
- SUE Level 'A' testhole request (Cadd file)

TASK 11 – UTILITY PLANS

Wetherill Engineering (as a subconsultant to Exult) will lead the Utility Design Services task and coordinate with Exult and the Town while they perform these services. It is our understanding from the scoping meeting on 07/07/25, that the Town does not have any need to upgrade their water or sewer systems. As such it is assumed the roadway and storm drainage improvements will be laid out such that no major linear segments of the Town's water and sewer system will need to be relocated. This task will be a contingency to provide minor conflict resolutions and assumes the following:

- Design approximately 300± LF of new 12" and 16" waterline due to proposed drainage pipes.

- Design approximately 300± LF of new 6" and 12" sanitary sewer forcemain due to proposed drainage pipes.
- Prepare Utility Construction plans, profiles, and detail sheets.
- Prepare supplemental specifications, quantities, and engineer's estimate.
- Coordinate with other design disciplines and utility owners.
- Address comments from Town of Holly Springs and Exult Engineering.
- Prepare and submit NCDEQ/water permit. A permit fee of $317 for water and $600 for Sewer is included in the proposal.
- Address NCDEQ comments and resubmit permit applications.
- Up to seven (7) meetings with Town and/or Exult including one (1) site visit.

See *APPENDIX C* for Wetherill's additional details on Specific Submittals dated July 21, 2025.

ASSUMPTIONS/ EXCLUSIONS

- The scope and fee for wet utility only includes the design efforts due to the proposed drainage pipe locations and relocation of meters, valves and Fire hydrants due to roadway widening.
- Any wet utility design due to change in alignment (more than 100 LF) of existing water and sewer pipe is excluded from the scope and fee. A separate supplemental will be required for any such relocation.
- Due to being a LAPP project, NCDOT encroachment agreement and or permits are excluded from this proposal.
- NCDEQ Final Certifications after construction is not included in this proposal. However, this service can be added to a future construction administration contract, as the certifying engineer must be involved in construction observations.

DELIVERABLES:

- Utilities Construction Plans (Preliminary Plans – Corresponds with 75% Roadway Submittal)
- Utilities Construction Plans (75% Plans) – Corresponds with 90% Roadway Submittal)
- Utilities Construction Plans (Final Plans) – Corresponds with 100% Signed and Sealed Roadway Submittal)
- Special Provisions
- Quantities and Engineer's Estimates (Preliminary, 75% and Final)
- NCDEQ permits – Water and Sanitary

TASK 12 – GEOTECHNICAL SERVICES

Falcon Engineering (as a subconsultant to Exult) will lead the Geotechnical Engineering Services task and coordinate with Exult and the Town while they perform these services. The Geotechnical services will include roadway subsurface investigation recommendations and pavement design recommendation.

See *APPENDIX D* for Falcon's Scope and Fee dated July 23, 2025

DELIVERABLES:

- Roadway Subsurface Investigation – Inventory (11x17)
- Roadway Subsurface Investigation – Recommendations (11x17)
- Roadway Recommendations (8.5x11)
- Roadway Summary Tables (Sheet 3G-1)
- Pavement Design Investigation – Inventory (11x17)
- Pavement Design Investigation – Recommendations (8.5x11)
- Final Pavement Section Design (8.5x11)

TASK 13 – FINAL DESIGN

90% FINAL PLANS SUBMITTAL

Exult will address the remaining 75% comments from the Town and NCDOT that did not impact right-of-way or easement and prepare the 90% Final Plans. The 90% Final Plans will include all necessary plan sheets for construction advertisement and essentially serve as a Draft 100% submittal. The designs will be prepared in accordance with applicable NCDOT, ADA, and AASHTO standards and guidelines.

Exult will prepare 90% final plans on plan sheets at a scale of 1" = 50' horizontal and 1" = 10' vertical. Exult will prepare cross sections at a scale of 1" =10'.

Prior to submitting the 90% Final Plans, the Exult will complete a "Plans in Hands" field walk of the project corridor looking for any changes in existing conditions that could impact the design and as part of our final review of construction plans.

PROJECT MANUAL

With the 90% Final Plans submittal, the Exult Team will develop project technical specifications/project manual in accordance with Town and NCDOT Specifications. The Town will provide any preferred front-end documents and specifications, otherwise, Exult will utilize NCDOT project specific forms and specifications.

Exult will submit a PDF copy of the Draft project manual concurrently to the Town Project Manager and NCDOT for review and comments as part of the 90% Final Plans submittal.

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST (EOPCC)

Exult will also provided an updated Engineer's Opinion of Probable Construction Cost. The EOPCC will be consistent with NCDOT format and prepared using NCDOT bid averages and recent bid tabulations for projects of a similar size and nature. Please note that the Engineer has no control over the cost of labor, materials, or equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable construction costs are made on the basis of the Consultant's experience and qualifications and represent the Consultant's judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from opinions of probable cost prepared for the Client.

Exult will submit an electronic 22x34" PDF of the 90% Final Plans concurrently to the Town via the development review portal and the 90% Project Manual, and the EOPCC via email to the Town Project

Manager for review. Exult will also provide a PDF of the 90% Final Plans via email for the Town's submittal to NCDOT via the EBS portal for review and comment.

SIGNED AND SEALED PLANS SUBMITTAL

Upon receipt of comments/approval of the 90% Final Plans and Project Manual, a Signed and Sealed Construction Set and Signed and Sealed Project Manual will be prepared. It is assumed that up to one (1) round of Town and NCDOT 90% comments will be received and addressed concurrently. Exult will submit a Signed and Sealed electronic 22x34" PDF of the Final Plans via the development review portal and the Project Manual, and Final EOPCC via email to the Town Project Manager. Exult will also provide a PDF of the Signed and Sealed Plans via email to the Town Project Manager for the Town's submittal to NCDOT via the EBS portal.

DELIVERABLES:

- "Plans in Hand" field review prior to 90% Final Plan Submittal
  - Two (2) in-person attendees for field plans review
- 90% Final Plans, Draft Project Manual, 90% EOPCC, and response to 75% Comments (PDF)
- Signed and Sealed Plans, EOPCC, and Project Manual (PDF)

TASK 14 – ROW SUPPORT

Town of Holly Springs will be handling the ROW Acquisition Phase of the project with their internal staff. In addition to their efforts though, Exult will have an engineer available to attend property owner meetings and/or phone calls/email correspondences with individual property owners affected by the project to present the project and respond to comments and questions from the property owners. A maximum of fifty (50) hours will be allotted for this effort. There are approximately twenty-five (25) property owners that will need some sort of ROW and/or easement needs on this project. Exult will also attend the ROW Acquisition kickoff meeting with the Town and NCDOT to review the ROW process with the Town staff that will be working on the Acquisition to ensure all required steps are followed.

DELIVERABLES:

- ROW Kickoff Meeting with the Town and NCDOT
  - Two (2) virtual attendees for 1- hour kickoff meeting
- Miscellaneous ROW Acquisition Support for up to 50 hours

TASK 15 – BID PHASE SERVICES

Exult will provide limited Bid Phase Services. Engineer will conduct a pre-bid meeting with the Town, issue up to two (2) addenda, provide clarification and information for reasonable number of requested by bidders, attend Bid Opening, provide certified bid tabulation, and award summary. The Town will provide all other bidding phase services including advertisement of the project and reproduction of the plans and documents for bidding if needed.

For the basis of this contract, it is assumed that Exult will be requested to provide up to 40 hours of assistance during the bid and award phase of the project.

DELIVERABLES:

- Conduct pre-bid meeting
  - Two (2) in-person attendee for a one (1) hour meeting
- Meeting notes from pre-bid meeting to be included with an addendum.
- Issue up to two (2) addenda.
- Will include clarification and information for reasonable number of requests by bidders
- Attend Bid Opening
  - One (1) in-person attendee for a one (1) hour meeting
- Certified Bid Tabulation
- Award Summary letter

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be billed as additional services and performed at our hourly rates. Additional services we can provide include, but are not limited to, the following:

- Meetings beyond those described in the scope
- Permit Fees/Mitigation Cost above or in addition to those described in the scope
- Hardscape Design
- Construction Phase Services
- Data Collection at intersections other than the ones listed above
- Capacity Analysis at intersections other than the ones listed above
- Capacity Analysis of additional scenarios
- CE Construction Consultation
- Retaining Wall Design
- Additional Permit Drawings beyond those described in the scope
- Design of SCMs
- Right of Way Acquisition Support beyond those described in the scope
- Utility Design beyond what is described in the scope
- Additional Submittals or Rounds of Review by NCDOT, Town, or other review entities
- Bat mist netting, acoustic surveys, emergency counts and/or ID via guano sampling
- Aquatic species surveys
- Consultation with the US Fish and Wildlife Service
- An Individual Permit (IP)

INFORMATION PROVIDED BY THE CLIENT

The following information shall be provided by the Client:

- Survey Notification Letters prior to beginning project survey
- Right-of-Way Coordination and Acquisition Services (i.e. Town will be handling appraisals, filing of deeds, and all right of way acquisition documentation needed for ROW authorization and concurrence, etc.)
- Latest Developer Plans for adjacent developments that could affect project design
- Town Project Manager is to coordinate/compile all Town comments at each review phase and deliver them to Exult in one package for project consistency.
- Stormwater permit (NCG001) fee (estimated to be ~ $127/annually)
- Compensatory Mitigation Fee (Variable rate and dependent on impacts)

SCHEDULE

The Exult Team will perform the services as expeditiously as practicable and in accordance with the mutually agreed upon schedule included as *APPENDIX E* and understanding that schedule items managed by the Town of Holly Spring, NCDOT, or other review agencies are outside of the control of the Exult Team.

FEES AND EXPENSES – BASIC SERVICES

The Town of Holly Springs shall pay Exult Engineering for the services listed in the above "Scope of Services" section. Exult Engineering's compensation will be a Lump Sum based on the below estimated distribution of compensation. The Tasks have been split between "Lump Sum" and "Cost Plus Not to Exceed" groupings. All mileage, copying, courier delivery, meals, postage, and other miscellaneous expenditures are included in the total fee amount.

The following Lump Sum tasks outlined below are for all tasks that the scope is known at this time to be required for construction plans:

Task – Lump Sum	Fee
Task 1: Meetings and Coordination	$ 84,978.00
Task 2: Survey and Easements *(McAdams)*	
Task 2A: Survey and Easement Plats	$ 51,458.31
Task 2B: SUE Level 'B'	$ 61,758.40
Task 3: 25% Preliminary Plans	$ 54,249.63
Task 4: Traffic Study	
Task 4A: Traffic Forecast	$43,177.27
Task 4B: Capacity Analysis	$40,107.90
Task 5: Public Involvement *(Three Oaks/Exult)*	$58,255.79
Task 6: NEPA and Environmental Services (*Three Oaks /Exult)*	
Task 6A: Natural Environmental *(Three Oaks /Exult)*	$22,738.86
Task 6B: Community Studies *(Three Oaks)*	$4,345.61
Task 7: Hydraulic Design *(Wetherill)*	$84,316.05
Task 8: 75% Right of Way Submittal	
Task 8A: 75% Roadway Submittal	$ 70,434.84
Task 8B: Erosion Control Plans and Permit	$ 35,082.90
Task 8C: Transportation Management Plans	$ 29,628.18
Task 8D: Pavement Marking and Signing Plans	$ 25,385.99
Task 8E: Landscape Plans *(McAdams)*	$ 20,797.67
Task 10: Utility Coordination	$ 36,979.56
Task 13: Final Plans	$ 55,125.44
Task 15: Bid Phase Services	$ 16,124.07
Known Tasks Total Flat Fee	$ 794,989.47

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The fee for the "Cost Plus Not to Exceed" outlined below is based on the currently defined scope; however, the exact scope of work remains uncertain at this stage. As the design develops, the scope and corresponding Cost Plus Not to Exceed for these tasks will be reassessed, and the contract may need to amended accordingly.

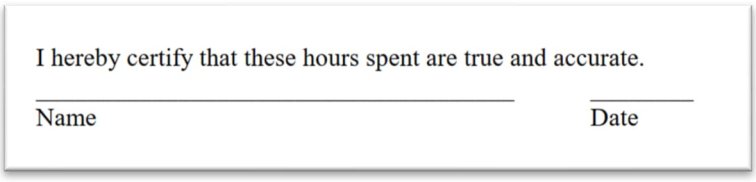
Task – Cost Plus Not to Exceed	Fee
Task 2: Survey and Easements *(McAdams)*	
Task 2C: SUE LEVEL 'A'	$ 22,172.80
Task 6: NEPA and Environmental Services (*Three Oaks /Exult)*	
Task 6C: Environmental Policy *(Three Oaks)*	$39,874.45
Task 9: Signal and ITS Design	$ 65,817.29
Task 11: Utility Plans *(Wetherill)*	$ 35,632.03
Task 12: Geotechnical Services *(Falcon)*	$ 62,865.53
Task 14: ROW Support	$ 11,716.41
Contingency Total Flat Fee	$ 238,078.51

Summary of Total Compensation for the "Known" and "Cost Plus Not To Exceed" Tasks is as follows:

Task – Fee Summary	Fee
Lump Sum Tasks	$ 794,989.47
Cost Plus Not To Exceed Tasks	$ 238,078.51
Total Flat Fee	$ 1,033,067.98

Exult may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but compensation will not exceed the total fee amount unless approved in writing by the Town and NCDOT. The total fee includes compensation for Exult's services and services of Exult's Subcontractors and Subconsultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, and expenses.

Exult will invoice on a monthly basis. The portion of the Lump Sum and Cost Plus Not to Exceed amount billed for Exult's services will be based upon Exult's estimate of the percentage of the total services actually completed during the billing period. Each invoice will be submitted with a detailed description of hours and shall contain the statement below:


I hereby certify that these hours spent are true and accurate.

_____ _____

Name Date

Period of Service: The compensation amount stipulated above is conditioned on a period of service not exceeding 28-months. If such period of service is extended, the compensation amount for Exult's services will be appropriately adjusted.

Payment will be due within 30 days of your receipt of the invoice and should include the invoice number and Exult project number.

In the event the Town audits this project, Exult will provide the requested documentation. Exult's record keeping policy is to maintain files including timesheet records, invoices, progress reports, subconsultant payment transmissions, project design files, and deliverables, for 5 years.

If the Town of Holly Springs request Additional Services a supplemental agreement will be created.

Avent Ferry Road Survey & SUE

McAdams Company – 7/24/25

1. Stakeholder Notification

   The Town of Holly Springs will notify property owners of our presence and purpose on the project site.

2. Horizontal and Vertical Control Network

   McAdams will establish a project control network using a combination of the NCGS VRS GPS system and conventional surveying methods. Horizontal control shall be referenced to North Carolina State Plane Grid System, NAD83 adjustment and vertical control shall be based upon the NAVD 1988 datum. Field crews will use trigonometric and differential leveling to establish an accurate and precise vertical control network. The control points will be established at a density sufficient to ensure quality horizontal and vertical location throughout the design survey phase of the project. These control points will also serve as benchmarks during the construction phase of the project. We anticipate approximately 5,400 linear feet of control network will be established.

3. Courthouse Research

   McAdams will obtain current deeds, maps, plats, and easement documents of record for all parcels adjacent to the project and for which right of way acquisition is anticipated. Thorough investigations will be made along the corridor, through the Town Planning Department and other means, to properly represent existing and/or dedicated easements. This record information will be compiled into a project database and CAD file for future use throughout the life of the project. Utility easements and roadway right-of-way will also be investigated and mapped.

4. Boundary Mapping

   McAdams will locate the existing property line, right-of-way and recorded easement field evidence within the project limits. We anticipate approximately 25 properties will be mapped during this phase.

5. Subsurface Utility Mapping – Level 'B'

   McAdams SUE team will utilize both Electromagnetic (EM) and Ground Penetrating Radar (GPR) equipment to designate utilities and identify the horizontal location of the utilities within the project specific area or exhibit. Utilities will be designated and marked using the APWA guidelines with marking paint and/or pin flags. In addition to a field sketch, SUE Crew will survey all the findings of the Level B investigation using the NC Grid NAD83 (2011) survey Datum and provide an AutoCAD deliverable depicting the utilities designated found withing the SUE Level B Investigation. All Subsurface Utility Engineering (SUE) will be completed in accordance with the ASCE 38-22 standards. Refer to

6. Topographic and Planimetric Survey Mapping

   This is to cover efforts to complete a Field Run Topographic/Location survey of Avent Ferry Road and various surrounding right of ways as shown in Markup provided by engineers. The survey is to include:

   a. Sufficient horizontal and vertical data points (spots and breaks) throughout the project corridor to create a digital terrain model to accurately define existing topography and grades for use in determining earthwork and property impacts.

   b. Drainage features survey shall include top of bank shots and channel shots with break lines to accurately depict drainage features within the survey limits.

c. Boundary survey of area immediately along subject Rights of way based on Property corners available along immediate right of way.

d. Existing pavement shots shall be obtained at a maximum of 25' spacing.

e. Drives- location, type and width

f. Buildings- location type and size

g. Parking lots- locations and layout

h. Landscape areas, woods lines, all trees in open areas greater than 12" abh

i. Signs- location, type and size

j. Pavement Markings

k. Fences- location, type and size

l. Utilities (valves, manholes, meters and pedestals) - location and type. Locations of underground utilities will be based on above ground structures and Class B subsurface utility engineering (SUE).

m. Storm Drainage- location, size (with sizes labeled each side of inlet), type, top and invert elevations, inlet and outlet location both inside and outside of survey limits.

n. Overhead Transmission- locations, poles, guys, pole number, equipment, vertical clearance at crossings, and type to include power, telephone, and cable TV.

7. Final Mapping

McAdams will compile final mapping for the project. The mapping will be prepared to NCDOT NCMAP standards using AutoCAD. Once prepared, final field checks will be performed to ensure quality and completeness, and then the data set will be delivered to the Engineer.

Deliverables

a. CADD files in AutoCAD format of all design surveys
b. Surveyor's Report

8. Subsurface Utility Mapping – Level 'A'

Quality Level A Vacuum extraction

Level A SUE – Test Holes as needed to determine information such as size, depth, and material on critical utilities. All information will be incorporated into test hole forms and provided to the client at the conclusion of the project. The number of test holes can be decided upon the completion of the SUE Level B investigation. Depending on the horizontal spacing of the utilities, certain test holes may cover multiple utilities in the same hole and reduce the overall number of test holes needed to obtain the vertical information needed.

Additional charges for test holes over 6' deep will be $100/foot.

If during the excavation process, we encounter backfill material that is neither soil nor gravel we will first attempt to move the test hole to an acceptable location. If again unacceptable backfill is encountered, we will stop all work on that particular test hole and notify your designated representative of our findings.

Deliverables

a. Sealed Test Hole Reports

b. CAD files in AutoCAD format with QL A SUE information added

9. Plat preparation

□ Plat and legal Preparation

Prepare a final plat for right of way dedication and easements and handle approval and recordation of the final Plat; set corner irons as required [*ref: NCAC- §56.1602(e) requiring all property corners to be set at time of recordation or certification of the record document*]. Plat will be submitted to the Town of Holly Springs for approval and recorded upon approval. Fee assumes a typical three cycle reviews per plat, and abnormal or subjective review comments will be discussed with the owner/developer prior to submittal.

NOTE: Property Corners Irons are to be set in a Single-Phase Averaging approximately 80 property corners per day. Additional requests of smaller quantities of property corners shall be compensated by hourly charges in accordance with the attached Rate Schedule. Additionally, resetting of property corners lost, destroyed, or vandalized shall be an extra service, and shall be compensated by hourly charges in accordance with the attached Rate Schedule.

a.Right-of-way acquisition strip plats will be done per the "Contract for Professional Services Checklist" provided by the Town of Holly Springs.

b. Cost estimate is based on the following quantities:

i. Parcels = 25
ii. Right-of-Way points (2 per parcel) = 55
iii. Total Points to Monument = 155(Including Right of Way Points)
iv. Number of strip plats = 6
v. Number of individual exhibits 25
vi. Number of individual legal descriptions = 25

Deliverables

Plat documents are to be made available by McAdams after Right of Way Plans have been approved, at which time the Town will begin Right-of-Way acquisition.

a. Sealed right-of-way and easement plats, individual exhibits
b.Legal descriptions of right-of-way and easement takes (PDF and Word format)

MCADAMS
621 Hillsborough Street
Suite 500
Raleigh, NC 27603
919. 361. 5000

August 4, 2025

Proposed Services

Landscape Architecture

The Subconsultant understands there is approximately 2,000 linear feet of proposed median that will be landscaped generally following the Town of Holly Springs T-4A Suburban typical roadway section. The proposed plant selection will be a similar design and palette to existing median plantings along Avent Ferry between Ralph Stephens and NC55. Proposed plantings will be in compliance with North Carolina Department of Transportation Guidelines for Planting within Highway Right-of-Way and Town of Holly Springs landscape standards.

Seventy-Five Percent (75%) Drawings

Upon approval of 25% plans, the Subconsultant (McAdams) will meet with Town staff to confirm landscape median design approach. Upon confirmation of approach, the Subconsultant will provide 75% construction drawings to the Consultant (Exult Engineering) to be used for Town of Holly Springs and NCDOT review.

Deliverables:

- One (1) preliminary landscape design meeting with Consultant (Exult Engineering) and Town of Holly Springs;
- Preliminary landscape plan with plant schedule depicting size, location and species of proposed plant material;
- Preliminary landscape details; and
- Draft landscape specifications

Ninety Percent (90%) Drawings

Based on comments received from the 75% construction drawing review, the Subconsultant (McAdams) will incorporate any changes or comments to the drawings and prepare a 90% drawing set for review by the Consultant (Exult Engineering) and the Town of Holly Springs. The Subconsultant (McAdams) will provide information to be included in the probable construction cost being prepared by the Consultant (Exult Engineering).

Deliverables:

- One (1) 75% comment review meeting with Consultant (Exult Engineering) and Town of Holly Springs;
- Landscape quantities for integration into the Probable Construction Cost;
- Final landscape plan with plant schedule depicting size, location and species of proposed plant material;
- Final landscape installation details; and
- Final specifications

One Hundred Percent (100%) Drawings

Any final comments will be addressed, and changes incorporated into a final 100% construction drawings and specifications set for use in the contract documents suitable for the public bidding process. The Subconsultant (McAdams) will compile a “For Construction” landscape drawings and prepare technical specifications for landscape activities.

Graphics and Visualizations

The Subconsultant (McAdams) will provide renderings as needed for the public engagement process based upon the 25% design.

Deliverables:

- One (1) 2d rendering of a before and after image with the proposed roadway widening and improvements (PDF and JPG)

Assumptions

This proposal is based on the following assumptions:

- Consultant (Exult Engineering) will provide all engineering files required for preparation of landscape drawings (AutoCAD) for the Subconsultant (McAdams) use.
- The landscape scope includes planting of proposed medians within the right-of-way.
- Any impacts to existing landscape outside of the existing right-of-way will be handled through right-of-way acquisition by the Town of Holly Springs and no proposed replacement plantings are included in this scope.
- There is no additional enhanced hardscape or pavement included in the landscape scope.
- Irrigation will not be included for plantings within the right-of-way and is excluded from this contract.
- Graphics and visualizations or plan renderings are not included in the landscape scope.
- Construction phase services are not included in the landscape scope.

Appendix B

Three Oaks Engineering, Inc.
324 Blackwell Street, Suite 1200
Durham, NC 27701
(919) 732-1300

July 31, 2025 (**DRAFT_v2.0**)

Scope of Services
NEPA, Public Outreach, Community Studies, and Natural Resource Surveys

Town of Holly Springs
Avent Ferry Road Widening – Phase II
Widening of Avent Ferry Rd. (SR 1115) to multi-lanes from Cass Holt Rd. (SR 1116) to Ralph Stephens Rd. (SR 1114)
Holly Springs, Wake County, North Carolina

Description of Project

The Town of Holly Springs (**Town**) proposes widening Avent Ferry Rd, (SR 1115) to multi-lanes from Cass Holt Rd. (SR 1116) to Ralph Stephens Rd. (SR 1114), including a multi-use path and sidewalk; a distance of approximately 0.7 miles. Three Oaks Engineering, Inc. (**Three Oaks**), will be working as a sub-consultant to Exult Engineering, PC (**Exult**), on this project.

Scope of Work

The project is currently using state funds through the NCDOT Strategic Transportation Investments (STI) law; however, there is potential for future federal funding, so a National Environmental Policy Act (NEPA) document (and associated agency coordination) is required for the project. As part of this scope of work, Three Oaks will prepare a Federal Highway Administration (FHWA) Type III Categorical Exclusion (CE). A Natural Resources Technical Report (NRTR), a Direct and Indirect Screening Tool (DIST), and public engagement support are also included in this scope of work.

ASSUMPTIONS

- This is a **LUMP SUM** contract.
- The project has an expected duration of **twelve (12) months** from the issuance of the Notice to Proceed (NTP).
- Since this is a Locally Administered Projects Program (LAPP) project with the potential for future federal funding, a FHWA Categorical Exclusion is anticipated.
- It is assumed the North Carolina State Historic Preservation Office (NC-HPO) will not require any historic architecture or archaeological surveys under Section 106 of the National Historic Preservation Act and North Carolina General Statute 121-12(a).
- Landowner letters are required for natural resource surveys and the Town will be responsible for preparing those letters and mailing them to property owners along the project corridor 30 days prior to Three Oaks conducting the necessary natural resources field work. Similar advanced notification is required for the Wake County Public School System, and the Town will be responsible for this notification as well.

- Surveying of wetland and stream points is **NOT** the responsibility of Three Oaks and is **NOT** included in this scope. Surveying will be completed by either the Town or one of its consultants or will be scoped under Exult's primary contract.
- For bats, only structure surveys and a forested habitat assessment will be performed under this scope. Mist netting, acoustic surveys, emergence counts and/or ID via guano are **NOT** included in this scope.
- Aquatic species surveys are **NOT** included in this scope. If required, Three Oaks can complete these surveys under a separate scope and estimate. The benefit of waiting to complete these surveys at a later date is that the project design will be more advanced, and the jurisdictional delineation will be completed. Therefore, the exact locations that surveys are required at will be known. This will be more cost effective, since surveys will only be completed where required rather than being assumed for all potential stream crossings (which could occur if scoped at the beginning of the project).
- Consultation (formal or informal) with the United States Fish and Wildlife Service (USFWS) is **NOT** included in this scope. If required, this will be scoped in the future.
- A United States Army Corps of Engineers (USACE) Section 404 Nationwide Permit and its corresponding North Carolina Department of Environmental Quality – Division of Water Resources (NCDWR) Section 401 Water Quality Certification are anticipated for this project. An Individual Permit (IP) is **NOT** part of this scope. If an IP is required, that will be scoped separately in the future.
- Exult will be responsible for the actual creation of the permit drawings.
- The Town will be responsible for the cost of compensatory mitigation, if required.
- Three Oaks will pay the NCDWR permit application fee as part of this scope.
- NCDOT will **NOT** be reviewing public meeting materials.

Three Oaks will complete the following tasks for this project:

Task 1 – Preliminary Project Activities

A. Study Area Map
After consulting with the Exult, Three Oaks will develop a Study Area Map, preferably at a scale 1" = 100' or other appropriate standard scale for the proposed project. This map will include the Study Area overlaid on the aerial photography. The Study Area will be provided in pdf format.

B. Vicinity Map
Three Oaks will develop a Vicinity Map for the proposed project to illustrate the location and other projects in the vicinity. The map will be provided in pdf format.

C. Quad Map
Three Oaks will develop a map, utilizing the USGS quadrangle map as a background, with the Study Area overlaid. The scale of the Quad Map will be maintained, and the name of the Quad Map used will be noted. The map will be provided in pdf format.

D. Environmental Features Map
Three Oaks will obtain readily available GIS data, including known potentially hazardous materials sites, to use in developing an environmental features map. The map will be provided in pdf format.

E. Data Requests
Three Oaks Engineering will develop and submit or verify the following data requests for the project:

- **Start of Study Input Request** - Three Oaks will develop a start of study distribution list and send a start of study email to various resource and permitting agencies requesting their input on the subject project. Three Oaks will compile comments/responses received.
- **Cultural Resources** – Three Oaks will prepare a North Carolina State Historic Preservation Office (NC-HPO) Project Review Checklist (http://www.hpo.ncdcr.gov/er/er_email_submittal.html). This involves performing a GIS assessment of known cultural resources within the project study area using the most recent available information from NC-HPO and photographing and georeferencing all structures in the project study area that appear to be 50 or more years old. To initiate the NC-HPO review of projects subject to applicable federal and/or state cultural resources protection laws, including Section 106 of the National Historic Preservation Act and North Carolina General Statute 121-12(a), Three Oaks will prepare and submit a Project Review Checklist per NC-HPO guidelines to Town staff for review and transmittal to NC-HPO. This checklist will include a description of the project, project study area maps, and site photographs of all structures within the project study area that appear to be 50 or more years old.
- **Tribal Coordination** – Three Oaks will determine which Tribe(s) should be contacted based on the project's location. Three Oaks will prepare the Start of Study Tribal Coordination letters per NCDOT Tribal Coordination Protocol and submit to Division 5 for review, approval, and signatures.

Deliverables

- Study Area, Vicinity, Quad, and Environmental features Maps
- NC-HPO Project Review Checklist
- Tribal Input Request

Task 2 – Direct and Indirect Screening Tool

Three Oaks will prepare a Direct and Indirect Screening Tool (DIST) using the most recent guidance from NCDOT Public Involvement, Community Studies & Visualization (PICSViz) located at:

https://connect.ncdot.gov/resources/Environmental/EAU/PICSViz/Pages/default.aspx

This task includes a field visit, compilation of available data, GIS mapping, and coordination with local planning, school transportation, and EMS staff. The draft report will be submitted electronically to the Town, NCDOT Division 5, and NCDOT Community Studies for review and comment. A PDF of the final report will be submitted and distributed after NCDOT approval.

Deliverables

- Direct and Indirect Screening Tool (DIST)

Task 3 – Natural Resources Technical Memorandum (NRTM)

Data Collection and Report Preparation

Unless otherwise specified in this scope, Three Oaks will reference methodology developed by USACE, NCDWR and/or the United States Fish and Wildlife Service (USFWS). For the Natural Resources Technical Report (NRTR), guidelines developed by the North Carolina Department of Transportation (NCDOT) will be followed and are available on the following website.

https://connect.ncdot.gov/resources/Environmental/EAU/ECAP/Pages/default.aspx.

For collection of feature points, Three Oaks will place blue flagging at each stream point and either pink flagging with black dots or pink branded flagging with black script at each wetland point. These points will be GPS'ed with a sub-meter Trimble R2; these points will not be survey grade. Therefore, they will be located by either the Town or one of its consultants, or by someone scoped under Exult's primary contract. Three Oaks will provide the surveyor with a points package of the wetland and stream points and any transition/origin points for streams.

The following sub-tasks 1 – 8 will also be included for this task in the cost estimate spreadsheet:

1. Pre-Field work

   Preparation for field work will include review of existing data for the project site, preparation of mapping, and setting up of field equipment.

2. Jurisdictional Delineation Field Work

   Field work will include delineation of wetlands and streams within the project corridor. Data for completion of USACE wetland and upland forms, NCDWR stream identification forms, and NC Wetland Assessment Method and Stream Assessment Method forms will also be collected. Travel is included for this task.

3. Protected Species Surveys

   Project-appropriate protected species surveys will be performed. Travel is included for this task. As of the date of this scope, the USFWS Information for Planning and Consultation (IPaC) website lists the following species for the project:

   - Bald eagle (Bald and Golden Eagle Protection Act)
   - Red-cockaded Woodpecker (Endangered)
   - Neuse River Waterdog (Threatened)
   - Cape Fear Shiner (Endangered)
   - Carolina Madtom (Endangered)
   - Atlantic Pigtoe (Threatened)
   - Dwarf Wedgemussel (Endangered)
   - Yellow Lance (Threatened)
   - Monarch Butterfly (Proposed Threatened)
   - Michaux's sumac (Endangered)

   Habitat assessments and/or surveys will be performed by Three Oaks for species highlighted above. Depending on schedules, there is a potential that Michaux's Sumac will require 2 surveys prior to the project's Let. The initial survey will be completed during the same visit as the initial jurisdictional delineation work. An additional survey, if needed, will occur either in 2026 or 2027, prior to Let and in coordination with the Construction Consultation.

   Structure surveys and a forested habitat assessment for bats will also be performed under this scope. Mist netting, acoustic surveys, emergence counts and/or ID via guano are NOT included in this scope.

   A habitat assessment only will be performed for aquatics species (Neuse River Waterdog, Cape Fear Shiner, Carolina Madtom, Atlantic Pigtoe, Dwarf Wedgemussel, and Yellow Lance). Surveys are NOT included in this scope. If in-water work is anticipated for the project, Three Oaks can complete the appropriate aquatic surveys under a separate scope and estimate in the future.

   Monarch Butterfly currently does not require surveys

4. Creation of WEX and WET files and Survey Points Package

   Delineated stream and wetland data will be used to create a WEX file for the project in both .dgn and .dwg formats. Any changes from the site visit with the agencies (if required) will be incorporated into a FINAL WET file. A survey points package, including these files, mapping showing feature points, GIS shapefiles, and an Excel file with point coordinates will be provided by Three Oaks to the surveyor.

5. **Preparation of Preliminary Jurisdictional Determination (PJD) Package**

   DRAFT and FINAL PJD packages will be prepared for the project. The package will include, but may not be limited to, the following:

   - A cover letter, including tables identifying potential stream, wetland, and surface water features on the parcel, riparian buffer applicability and width, etc.
   - A USACE *Preliminary ORM Data Entry Fields for New Actions* form
   - A USACE *Jurisdictional Determination Request* form (ENG 6247)
   - A USACE *Preliminary Jurisdictional Determination (PJD)* form (ENG 6249)
   - A USACE Waters Upload Microsoft Excel worksheet
   - An Agent Authorization Form (to allow Three Oaks to submit on The Client's behalf) (ENG 6295)
   - USACE Wetland Determination forms (wetland and upland) for all wetlands
   - NCDWR Stream Identification forms for all streams where jurisdictionality is in question.
   - N.C. Stream Assessment Method forms for any low quality/disturbed streams that are potentially being impacted as part of this project
   - N.C. Wetland Assessment Method forms for all wetlands
   - Detailed mapping of the project, including a vicinity map, a project study area map on topographic imagery, and jurisdictional features maps on orthoimagery, LiDAR, and NRCS soil survey mapping.
   - Any required forms related to obtaining a buffer determination, including a CAD file of any buffers.

   Internal quality assurance will be documented and provided with the DRAFT PJD Package. Once the Town has approved/signed the package, Three Oaks will either submit it to regulatory agencies upon approval or wait until the environmental permitting process to submit with the permit application (whichever the Town prefers).

6. **Agency site visit – if required**

   Three Oaks will coordinate a site visit with Town and regulatory agencies, if required. Travel is included for this task. Any changes to the delineation based on the site visit will be incorporated into a revised PJD Package, which will be re-submitted to regulatory agencies.

7. **Natural Resources Technical Report (NRTR)**

   A DRAFT NRTR will be prepared following NCDOT guidelines. Internal quality assurance will be documented and provided with the DRAFT NRTR. Three Oaks will incorporate Town, NCDOT, and/or Exult comments on the DRAFT NRTR to create the FINAL NRTR.

8. **Project Management**

   This will involve project coordination, safety compliance, project billing, and coordination with the Town and Exult (including any meetings that will need to be coordinated).

Schedule

- Project deliverables will follow the schedule developed by Exult, once NTP is received.

Deliverables

- DRAFT WEX file (.dgn and .dwg)
- FINAL WEX file
- FINAL updated WET file, if an agency visit is required and changes are made to the delineation
- Survey Points Package for surveyors
- DRAFT and FINAL PJD Package, including revisions to the FINAL PJD Package if the agency site visit results in changes to the delineation (if visit is required)
- DRAFT NRTR and FINAL NRTR
- GPS files
- A copy of all shapefiles used to create the figures

- QA/QC form with signatures, if requested

Task 4 – Environmental Permitting

Three Oaks will work with the Town and Exult on the development of the permit drawings and Stormwater Management Plan. This will include discussion of permit impacts, avoidance and minimization, and determination of the appropriate permit to request. Exult will be responsible for the actual creation of the permit drawings.
Once drawings are complete, Three Oaks will gather the appropriate project information and complete the permit application. Based on the scope of the project, it is assumed that a Section 404 Nationwide Permit and corresponding Section 401 Water Quality Certification will be required for the project. If an Individual Permit is required, that will require a supplementary scope and estimate and is NOT included in this scope. The project is within a buffer basin where riparian buffer rules are enforced; therefore, a Riparian Buffer Authorization from NCDWR is also anticipated.

Three Oaks will complete the online Pre-Construction Notification Form for the application. If compensatory mitigation is required, Three Oaks will draft a mitigation request letter to the N.C. Division of Mitigation Services, which will be reviewed and signed by the Town, and the mitigation acceptance letter will be included in the permit application. The Town will be responsible for the cost of compensatory mitigation, if required. The Draft PCN will be submitted to the Town for review. Three Oaks will make any required revisions and submit the application on the Town's behalf. There is a fee associated with submission of the application to NCDWR. The cost of the fee is dependent on the amount of impacts associated with the project and will not be known until permit drawings are prepared (either $341.00, for impacts less than one acre of wetlands/waters AND less than 150 feet of streams [intermittent or perennial]; or $810.00 for impacts greater than or equal to one acre of wetlands/ waters AND/OR greater than or equal to 150 feet of streams [intermittent or perennial]). Three Oaks included $1,000 as an expense item since this fee is subject to change (covering the maximum amount of $810.00 but will only invoice what is required) and will pay the fee on behalf of the Town.

If regulatory agencies have any questions or comments on the permit application, Three Oaks will coordinate with the Town and Exult to provide any answers or additional information. Once permits are received, Three Oaks will review the permits and notify the Town if any unexpected conditions are included.

Schedule

Submission of permit application package is dependent on receipt of final permit drawings from Exult. However, permit application will likely be submitted within 1 month of receipt of all required permit application attachments, including permit drawings.

Deliverables

- Environmental Permitting Package and corresponding issued Permits from USACE and NCDWR

Task 5 – Public Engagement

Meeting Notification Postcard #1 for "0% Design" Public Meeting

Three Oaks will prepare one (1) postcard with project information and an invitation to attend the initial "0% Design" public meeting. Three Oaks will develop the content and provide the Town with a first draft of the text and layout. Items to be outlined in the postcard will include:

- Description of the Project
- Project Schedule
- Public Meeting Date and Location
- Contact Information

Three Oaks will address up to two iterations of Town comments. This task includes direct expenses for up to **1,000 color mailings**, including first-class postage.

"0% Design" Public Meeting

This task includes coordination with the Town and the Exult Team to schedule, coordinate, and setup the Public Meeting, including providing updated content to the Town for updating the project website and developing an updated mailing list. In addition, time is included for preparing the meeting handouts and exhibits, attending the meeting (assume2 staff members), and preparing a meeting summary. For the meeting handout, Three Oaks will develop the content and provide the Town with a first draft of the text and layout. Three Oaks will address up to two iterations of comments (expected to include Division 5). It is assumed **500 copies** of the handout will be provided by Three Oaks and that the handout will include two (2) color 8-1/2 x 11 pages and two (2) color 11 x 17 pages. Time is included in this task for Three Oaks to prepare and print meeting handouts, displays (assumed 4 poster boards), attend the meetings, and prepare and distribute a meeting summary.

Three Oaks will work with the Town to locate and coordinate the meeting location. The Town will cover any fees associated with securing a meeting facility. The Town will also be responsible for placing the print ad, as well as any radio ads, social media posts, and public notices.

Three Oaks will work with the Town to track comments received at the public meeting and via emails/letters to the project team. All comments will be stored in a Microsoft Excel workbook, individually identified with a tracking number, and coded to match a list of general comment categories (e.g., traffic, design, and safety). It is assumed up to **250 comments** will be received from members of the public and local stakeholders.

Meeting Notification Postcard #2 for "Preliminary Design" Public Meeting

Three Oaks will prepare one (1) postcard with project information and an invitation to attend the second "Preliminary Design" public meeting. Three Oaks will develop the content and provide the Town with a first draft of the text and layout. Items to be outlined in the postcard will include:

- Description of the Project
- Project Schedule
- Public Meeting Date and Location
- Contact Information/Project website

Three Oaks will address up to two iterations of Town comments (expected to include NCDOT Division 5). This task includes direct expenses for up to **1,000 color mailings**, including first-class postage.

"Preliminary Design" Public Meeting

This task includes coordination with the Town and the Exult Team to schedule, coordinate, and setup the Public Meeting, including providing updated content to the Town for updating the project website and developing an updated mailing list. In addition, time is included for preparing the meeting handouts and exhibits, attending the meeting (assume 2 staff members), and preparing a meeting summary. For the meeting handout, Three Oaks will develop the content and provide the Town with a first draft of the text and layout. Three Oaks will address up to two iterations of comments (expected to include Division 5). It is assumed **500 copies** of the handout will be provided by Three Oaks and that the handout will include two (2) color 8-1/2 x 11 pages and two (2) color 11 x 17 pages. Time is included in this task for Three Oaks to prepare and print meeting handouts, displays (assumed 4 poster boards), attend the meetings, and prepare and distribute a meeting summary.

Three Oaks will work with the Town to locate and coordinate the meeting location. The Town will cover any fees associated with securing a meeting facility. The Town will also be responsible for placing the print ad, as well as any radio ads, social media posts, and public notices.

Three Oaks will work with the Town to track comments received at the public meeting and via emails/letters to the project team. All comments will be stored in a Microsoft Excel workbook, individually identified with a tracking number, and coded to match a list of general comment categories (e.g., traffic, design, and safety). It is assumed up to **250 comments** will be received from members of the public and local stakeholders.

Meeting Notification Postcard #3 for Pre-Construction Outreach Meeting

Three Oaks will prepare one (1) postcard with project information and an invitation to attend the second "Preliminary Design" public meeting. Three Oaks will develop the content and provide the Town with a first draft of the text and layout. Items to be outlined in the postcard will include:

- Description of the Project
- Project Schedule
- Public Meeting Date and Location
- Contact Information/Project website

Three Oaks will address up to two iterations of Town comments (expected to include NCDOT Division 5). This task includes direct expenses for up to **1,000 color mailings**, including first-class postage.

Pre-Construction Public Outreach Meeting

This task only includes time for updating the meeting handouts and exhibits. For the meeting handout, Three Oaks will develop the content and provide the Town with a first draft of the text and layout. Three Oaks will address up to two iterations of comments (expected to include Division 5). It is assumed **500 copies** of the handout will be provided by Three Oaks and that the handout will include two (2) color 8-1/2 x 11 pages and two (2) color 11 x 17 pages. Time is included in this task for Three Oaks to prepare and print meeting handouts, displays (assumed 4 poster boards), attend the meetings, and prepare and distribute a meeting summary.

Three Oaks will not attend the meeting, collect comments, or prepare a meeting summary.

Task 6 – Environmental Documentation – FHWA Type III Categorical Exclusion

A federal Type III Categorical Exclusion (CE) will be prepared according to *Documentation Requirements and Approval Procedures for Federal-Aid Projects Classified as Categorical Exclusions* (2024). Coordination may be required with Federal Highway Administration (FHWA), NCDOT Division 5, and the Town of Holly Springs.

Items in this task include, but are not limited to, preparing the CE, exhibits, and any supporting documentation. Time is also included for development of the draft CE, based on internal quality assurance/quality control as well as addressing review comments from NCDOT Division 5 and the Town. Electronic copies of the draft CE will be sent to NCDOT Division 5 for review by Town staff via the NC Enterprise Business Services (EBS) portal, and an electronic copy of the FINAL version will be uploaded to the EBS portal once the CE is signed.

Deliverables

- Draft CE for review by Town of Holly Springs and NCDOT Division 5 staff (electronic copy only)
- Revised Draft CE for review (electronic copy only)
- Signed Final CE (electronic copy only)

Task 7 – Construction Consultation

If more than one year has passed since the approval of the environmental document, Three Oaks will complete a construction consultation (a written summary to evaluate whether the prior NEPA documentation remains valid) prior to the Town of Holly Springs executing construction authorization. Minor project changes that have occurred will be noted in the Consultation. The following subtasks will be performed by Three Oaks:

Data Collection:

- Review previously approved environmental documentation and note changes that have occurred since then and any new policies or updates needed.
- Review project for any design changes.
- Review project limits and compare to approved study area to make sure all design limits fall within the approved study area.
- Incorporate updated T&E species memo and any updated species survey results.
- Review any changes to water resources and classifications.
- Review Project Commitment Sheet.

Draft Consultation:

- Prepare Consultation Form per latest template and guidance provided by NCDOT EPU.
- Update Project Commitment Sheet.
- Submit to Town and Division 5 for review.

Final Consultation:

- Revise per comments
- Submit Final Consultation to Town and Division 5 for review, approval and signatures.

Deliverables

- Draft Consultation for review by Town of Holly Springs and NCDOT Division 5 staff (electronic copy only)
- Revised Draft Consultation for review (electronic copy only)
- Signed Final Consultation (electronic copy only)

Task 8 – Project Management and Coordination

A. Coordination with the Project Team

Coordination with the Project Team will be maintained throughout this scope of work. The coordination will include regular transmittals of correspondence and records, telephone contact for items requiring immediate attention, and general project meeting organization and management. This coordination period will last twelve (12) months from the NTP.

B. Meetings

a. Initial Kick-off Meeting

Time is included in this task for two (2) Three Oaks staff to participate in a project kick-off meeting with the Town of Holly Springs and the Exult Team. This meeting will be virtual and will focus on the Town's and NCDOT's expectations of the scope of work that will be required to successfully deliver this project.

b. Project Status Meetings

Time is included in this task for two (2) Three Oaks staff to participate in up to six (6) project update meetings with the Town, NCDOT Division 5, and the Exult Team. These meetings are assumed to be virtual meetings and will be scheduled for a 1-hour duration.

C. Progress Reports & Invoicing

A work log of activities will be organized and updated. A written progress report will be prepared and submitted to Exult at the end of each month for twelve (12) months. The progress report shall discuss accomplishments to date, provide percent of task completed, provide current and updated schedules, and identify any outstanding issues or problems. Invoicing will correspond to the Progress Report.

U-5889 Avent Ferry Road Widening, Phase II - Utility Design Detailed Scope (07/21/25)

Wetherill Engineering (WEI)

Wetherill Engineering (WEI) will perform the following tasks for the Utility design services:

1. Preliminary Design
    - WEI will review the proposed design and identify potential wet utility conflicts due to proposed roadway widening, grade changes and proposed sidewalk.
    - Develop preliminary wet utility design base file and sheet files.
    - Prepare and submit preliminary utility design plans.
    - Develop utility conflict matrix to outline all wet utility conflicts.
    - Coordination with Exult and Town of Holly Springs
    - Attend upto two (2) meetings for this phase
        - Site meeting
        - Meeting with Town and Exult to review preliminary wet utility conflicts

2. 75% design plans
    - Review proposed drainage design and identify wet utility conflicts for clearances and direct conflicts.
    - Update wet utility conflict matrix to show proposed drainage pipe crossings with existing wet utilities for clearances or direct conflicts.
    - Coordination with Exult for the proposed dry utility relocation, dry utility conflicts due to proposed water and sewer and for test holes/soft digs.
    - Coordination with adjacent development for the proposed water and sewer tie-in at Avent Ferry Road.
    - Address comments from Preliminary design.
    - Update Utility design and develop plans, profile, details, engineers estimates and special provisions.
    - Prepare and submit NCDEQ permits – Water and Sanitary. Coordination with Exult and Town of Holly Springs for NCDEQ permit applications.
    - Attend upto five (5) meetings
        - Upto three (3) Project Status meetings
        - Two (2) utility design and/or utility coordination meetings.

3. 100% design plans
    - Address comments from NCDOT, Town and Exult from the 75% plans review.
    - Address NCDEQ permits, revise and re-submit permit documents.
    - Prepare final Utility design documents.

July 23, 2025

Cathy Kennedy, PE
Exult Engineering
304-F W. Millbrook Rd
Raleigh, NC 27609

Re: **Proposal for Geotechnical Engineering Services**
U-5889 Avent Ferry Rd Widening Phase II
Holly Springs, North Carolina
Falcon Proposal No.: F2025-060

Cathy:

Falcon Engineering Inc. (Falcon) thanks you for the opportunity to provide geotechnical engineering services for the above referenced project. The following letter proposal presents our understanding of the project, proposed scope of services, and fee.

PROJECT DESCRIPTION

Based on our correspondence with you, it is our understanding the following apply to the project:

- The Town of Holly Springs is planning to design and construct a roadway widening along Avent Ferry Road between Cass Holt Road and Ralph Stephens Road.
- Exult has been selected as the Prime design firm and is soliciting this proposal from Falcon for Geotechnical services in support of the project.
- The project will require review of deliverables by NCDOT.
- Based on correspondence with Exult, we anticipate the following components of the project will require subsurface investigation and geotechnical recommendations:
  - ✓ Approximately 4,500 LF of roadway widening along one or both sides of Avent Ferry Rd.
  - ✓ Intersection improvements at Cass Holt Rd including approximately 1,100 LF of roadway widening along Cass Holt Rd.
  - ✓ Realignment of approximately 640 LF of Capeside Ave directly opposite of Cass Holt Rd.
  - ✓ Minor intersection improvements at Ralph Stephens Rd .
  - ✓ Design of pavement sections for all relevant alignments.

Should any of the above information stated by Falcon be inconsistent with the planned project, we request that you contact us immediately to allow us to make any necessary modifications to this proposal.

SCOPE OF SERVICES

Project Setup and Coordination

Based on the above information, we propose an investigation program consisting of roadway borings approximately every 200 feet, and pavement cores approximately every 500 feet along the corridor. This scope includes a total of twenty-three (31) roadway borings and twelve (12) pavement core borings. Averages depths for

roadway borings are assumed as 12.5 feet (total of approximately 390 linear feet of drilling). Pavement core borings will be extended up to 3 feet into the existing pavement subgrades.

Falcon personnel will visit the project site to stake/mark boring locations using a handheld GPS capable of sub-meter accuracy. Boring coordinates will be obtained from georeferenced CADD files provided to us by Exult at a later date. We anticipate all borings will be performed in open grassy roadway shoulders, yards, or fully or partially within existing roadways.

We assume all borings will be located within existing public rights-of-way, although some borings will be in front of homes or businesses and may be within areas maintained by the adjacent property owner. We assume property owner notifications will be completed by others prior to authorizing our services.

Underground Utility Location

After boring locations have been staked, we will contact NC 811 to request underground subscriber utilities be located onsite. This process takes a mandatory four (4) days to complete before any excavations can be made. Subscriber utilities will be marked from the public right-of-way to the meter or cleanout; however, underground utilities on the property beyond the meter may not be located. Falcon is not proposing to locate all utilities on site nor provide utility location mapping services, only to request utility location in the immediate vicinity of our borings.

Field Investigation

SPT borings will be performed in general accordance with ASTM D1586 "Penetration Test and Split Spoon Sampling of Soils". If some borings are considered to be prohibitively difficult to access with drilling equipment, or utility conflicts cannot be avoided with an offset considered reasonable in our discretion, we may elect to substitute hand auger borings with dynamic cone penetrometer (DCP) testing or NCDOT rod soundings as appropriate.

Following completion of drilling, initial groundwater and borehole cave-in measurements will be taken. Select borings will be left open for at least 24 hours to obtain stabilized groundwater readings before backfilling. Following backfilling, excess auger cuttings will be dispersed on the ground surface near the borings.

If current topographic survey data is provided to us, we will interpolate ground surface elevations for each boring based on the provided contours or surface file. Otherwise, we will utilize publicly available LiDAR data to interpolate boring elevations.

Pavement core borings will performed by obtaining a core of the pavement, augering through base stone to the soil subgrade, performing Dual-mass DCP testing of the subgrade, and obtaining a sample of the subgrade by augering up to 3 feet beneath it. Pavement core borings will be immediately backfilled with cuttings and/or additional stone/sand, and patched with asphalt cold patch approximately matching the thickness of the existing pavement.

Laboratory Testing

Soil samples obtained during drilling will be collected in moisture retarding containers and transported to our laboratory where they will be visually-manually classified by Geotechnical personnel in general accordance with the AASHTO soil classification system. A select number of samples will be assigned for further testing.

Our laboratory testing program for soil samples recovered will consist of the following soil tests: Soil classification (Qty. 28) and laboratory soaked California Bearing Ratio (Qty. 3) in general accordance with NCDOT procedures. Note NCDOT rates for these tests are inclusive of multiple cumulative test procedures as documented in guidance published by NCDOT Geotechnical Engineering Unit (GEU).

Tested samples will be retained in our office for a period of seven (7) days and untested samples will be retained in our office for a period of thirty (30) days unless otherwise requested.

Assumptions

1. Access to the site will be afforded with an approximately 24-hour notice to the client.
2. No special work permits are required.
3. No other special site access considerations are required.

Deliverables

Upon completion of the geotechnical field investigation and laboratory testing program, Falcon will prepare the following geotechnical deliverables in general accordance with NCDOT Guidelines:

- Roadway Subsurface Investigation – Inventory (11x17)
- Roadway Subsurface Investigation – Recommendations (11x17)
- Roadway Recommendations (8.5x11)
- Roadway Summary Tables (Sheet 3G-1)
- Pavement Design Investigation – Inventory (11x17)
- Pavement Design Investigation – Recommendations (8.5x11)
- Final Pavement Section Design (8.5x11)

PROPOSED FEE AND SCHEDULE

The scope of services described herein will be completed on a for a **lump sum fee of $62,865.53** as detailed in the separately provided Microsoft Excel workday estimate. We will not exceed the authorized task order fee without prior Client authorization. If the scope of the project changes significantly from the assumptions presented herein, please contact us to discuss appropriate revisions to this scope and fee proposal. If we encounter site or subsurface conditions which necessitate out of scope work or in our opinion warrant additional investigation, we will contact you to discuss the possibility of modifying our scope and fee.

AUTHORIZATION

If this proposal is acceptable, please provide a subconsultant agreement for our review and execution with this proposal attached in its entirety as an exhibit. Falcon will invoice monthly as a percent complete for all work performed. All invoices are payable within thirty (30) days.

We appreciate the opportunity to provide our services and look forward to partnering with you on this and future projects. If you have any questions or desire additional information about Falcon Engineering, Inc., and the many ways in which we may benefit you, please contact us at 919.871.0800.

Respectfully submitted:

FALCON ENGINEERING, INC.

Jeremy R. Hamm, PE
Principal | Director of Engineering

Enclosures: Workday Estimate (provided separately in Microsoft Excel format)

U-5889 (Avent Ferry Road Widening)
Appendix E - Draft Project Schedule

Milestone	Anticipated
Town of Holly Springs Notification of Exult Engineering Selection	6/13/2025
Scoping/Kickoff Meeting with Town/NCDOT	6/23/2025
Scoping/Kickoff Meeting with Town Departments	7/7/2025
Finalize Scope and Fee to Town/NCDOT	7/24/2025
Town submits PEF Manday and Contract to EBS Portal	7/25/2025
*Town sends survey notifications (~30 days prior to Beginning Survey)**	*8/12/2025*
NCDOT Approves PEF Scope and Fee for Engineering Services (30 days)	8/25/2025
Town Council Approves Design Contract (Meetings Aug 19, Sept 9 & Sept 16)	9/9/2025
Notice to Proceed	9/10/2025
Begin Surveys	9/11/2025
Begin Stream/Wetland Delineations/Threatened and Endangered Survey	9/11/2025
Request Traffic Counts	9/15/2025
Recieve Traffic Counts(~2 weeks)/Begin Traffic Forecast (work w/ NCDOT thruout forecast to expedite)	9/29/2025
Complete Stream/Wetland Delineations/Threatened and Endangered Survey	10/2/2025
Complete Survey (~45 days)	10/27/2025
Pre-Design Public Informational Meeting (TBD)	11/13/2025
Submit JD Package to Agencies	11/24/2025
Complete Traffic Forecast (~8 weeks)	11/24/2025
Begin Traffic Capacity	11/24/2025
Receive JD Approval from USACE	12/31/2025
Complete Traffic Capacity (~8 weeks); Submit Traffic Capacity Anaylsis to NCDOT/Town for Review*	1/19/2026
Receive Comments on Traffic Capacity Anaylsis from NCDOT/Town (~ 3 weeks)	2/9/2026
Submit Final Traffic Capacity Anaylsis to NCDOT/Town for Approval (~2 weeks)	2/23/2026
Submit 25% Plans and Estimate to Town/NCDOT	3/23/2026
Town Submits 25% Preliminary Plans to EBS Portal	3/24/2026
Scoping Letters to Agencies	3/24/2026
Begin Utility Conflict Analysis - Kickoff Meeting w/ Private Utilities	3/30/2026
Receive 25% Plan Comments from Town/NCDOT (~3 weeks)	4/14/2026
25% Plan Review Meeting with Town	4/15/2026
25% Plan Review Meeting with NCDOT	4/16/2026
Re-Submit 25% Plans and Estimate to Town/NCDOT for Approval	4/28/2026
Town Submits *Revised* 25% Preliminary Plans to EBS Portal for Approval	4/29/2026
Begin Redline Drainage Plans	4/30/2026
Receive 25% Plan Approval from Town/NCDOT (~ 3 weeks)	5/19/2026
Town Submits DRAFT Type 1A Categorical Exclusion(CE) Report to NCDOT for Review via EBS Portal	5/22/2026
Submit Redline Drainage Plans to NCDOT/Town and Schedule Review Meeting	6/12/2026
25% Plans Public Informational Meeting	6/18/2026
Receive 25% Plans Public Comments (2 week open comment period)	7/2/2026
Follow up meeting to review 25% Plan Public Comments	7/3/2026
Submit 75% Plans and Estimate to Town/NCDOT (~75 Days after 25% Plans Approval)	7/31/2026
Town Submits 75% ROW Plans and Estimate to EBS Portal	8/3/2026
Town Submits Final Type 1A CE Minimum Criteria Determination Checklist to EBS Portal	8/3/2026
Request SUE Level 'A' Testholes	8/3/2026
Receive 75% Plan Comments from Town/NCDOT (~3 weeks)	8/24/2026
Receive SUE Level 'A' Testholes (~ 3 weeks)	8/24/2026
Receive Signed Type 1A CE Minimum Criteria Determination Checklist from NCDOT	8/24/2026
75% Plan Review Meeting with Town	8/25/2026
75% Plan Review Meeting with NCDOT	8/26/2026
End Utility Conflict Analysis	9/14/2026
Re-Submit 75% Plansheets only with Revised ROW/Easements to Town/NCDOT for Approval	9/14/2026
Town Submits *Revised* 75% ROW Plans and Estimate to EBS Portal (Request ROW Authorization)	9/15/2026
McAdams/Exult Submits One DRAFT Easement Exhibit to Town for initial feedback	9/28/2026
Receive Town Comments back on First DRAFT Easement Exhibit	10/5/2026
Receive ROW Authorization/Begin Easement Acquisition Exhibits/Plats (~5 weeks from Resubmittal)	10/20/2026
Town Submits Utility Relocation Costs/Agreements to EBS Portal	10/20/2026
ROW Kickoff Meeting with the Town, NCDOT, and Team	10/22/2026
McAdams/Exult Submits DRAFT Easement Exhibits to Town/NCDOT	11/5/2026
Town Submits Easement Exhibits to NCDOT/Development Services for Review	11/5/2026
Receive Town/NCDOT Comments back on Easement Exhibits (~14 days)	11/19/2026

Milestone	Anticipated
Revise and Resubmit Exhibits and Legal Descriptions for Town/NCDOT Final Review	11/26/2026
Town Submits Appraisal Documents to EBS Portal (if needed)	12/10/2026
Receive Approval on Final Plats from Town/NCDOT	12/10/2026
Town ROW Staff submits DRAFT Claim Reports, Offer Documents, etc.. to NCDOT (*No Appraisals*)	12/14/2026
Receive Comments back from NCDOT on Claim Reports, Offer Documents (*No Appraisals*) (~ 2 weeks)*	12/28/2026
Town ROW Staff Begins Conversations Regarding Offers with Parcel Owners (*No Appraisals*)	1/4/2027
Town Receives NCDOT Concurrence on Appraisal Documents to EBS Portal (~ 5 weeks)	1/14/2027
Town ROW Staff submits DRAFT Claim Reports, Offer Documents, etc.. to NCDOT (*Appraisals*)	1/18/2027
Receive Comments back from NCDOT on Claim Reports, Offer Documents (*Appraisals*) (~ 2 weeks)	2/1/2027
Town ROW Staff Begins Conversations Regarding Offers with Parcel Owners (*Appraisals*)	2/8/2027
**** 8 months of ROW Negotiations ****	*8 months*
Negotiations with Property Owners (~ 8 months) **TBD**	9/1/2027
Property Owners Agree with Offers - Settlements with Town	9/1/2027
Town Completes Closings	9/8/2027
McAdams/Exult Submit Plat Certification Documents to Town	9/15/2027
Receive Town Comments back on Plat Certification Documents (~14 days)	9/29/2027
Town's Last Payment to Property Owners (~3 weeks)	9/29/2027
Town Record Last Deed and Exhibit at Courthouse	10/4/2027
Complete ROW Acquisition	10/5/2027
Town Submits ROW Certification Documents to EBS Portal	10/8/2027
Town Submits Utility/Railroad Certification to EBS Portal	10/8/2027
Submit Erosion Control and Enviro. Permits to Agencies	10/8/2027
Submit 90% Plans, Specs and Estimate to Town/NCDOT for Review	10/12/2027
McAdams/Exult Submit Revised Plat Certification Documents to Town	10/13/2027
Town Submits 90% Plans, Specs, and Estimate to EBS Portal	10/15/2027
Town Record Overall Plat Map for all Parcels at Courthouse	10/20/2027
Town Receives NCDOT Concurrence on Utility/Railroad Certification (~ 3 weeks)	10/29/2027
Duke Energy Begins Relocation Work (~3 months)	11/5/2027
Receive 90% Plan Comments from Town/NCDOT (~3 weeks)	11/5/2027
90% Plan Review Meeting with Town	11/6/2027
90% Plan Review Meeting with NCDOT	11/7/2027
Town Receives ROW Certification (~30 days)	11/7/2027
Receive NCDEMR Comments on Erosion Control Plans (~30 days)	11/7/2027
Re-Submit Erosion Control Plans to NCDEMR for Approval	11/21/2027
Receive NCDEMR Erosion Control Permit	12/12/2027
Submit 100% Final S&S Plans, Specs and Estimate to Town/NCDOT	12/12/2027
Town Submits 100% Final S&S Plans, Specs, and Estimate to EBS Portal	12/13/2027
Receive Construction Authorization to Advertise Project from NCDOT (~30 days)	1/11/2028
Bid Advertisement	1/14/2028
Pre-Bid Meeting	1/30/2028
Duke Energy Completes Overhead Relocation Work (~3 months)	2/4/2028
Bid Opening (~45 day advertisement)	2/28/2028
Exult Submits Bid Award Letter and Bid Tabulations	3/3/2028
Town Council Awards Construction Contract (2nd and 3rd Tues)	3/14/2028
Town Requests Construction Concurrence from NCDOT/FHWA	3/15/2028
Receive Construction Concurrence from NCDOT (~ 7 weeks)	5/3/2028
Pre-Construction Conference	5/10/2028
Pre-Construction Public Meeting	5/16/2028
Construction Notice to Proceed	5/17/2028
Construction Complete (14 months)	7/11/2029

Federal Funding Milestones (EBS Submittals)	
Major Milestones	
Traffic Analysis Milestones	
Right of Way Acquisition Milestones	
Environmental Document Milestones	
Public Involvement	

Council Meetings (2nd and 3rd Tuesday)

* Duration/date could be impacted by NTP date.

EXHIBIT B

_____ **Insurance requirement waived**

_____ **Lower Insurance Limit Approved**

Approved by: _____

Printed Name:_____

___X_____ **Certificate of Insurance attached**

COI Expires: 12/6/2025 (Professional Liability);

5/29/2026 (General Commercial Liability)

NORTH CAROLINA FARM BUREAU MUTUAL INSURANCE COMPANY, INC.

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

INSURED NAME AND ADDRESS	EXULT ENGINEERING PC PO Box 99277 Raleigh, NC 27624-9277
CERTIFICATE HOLDER	Town of Holly Springs Po Box 8 Holly Springs,NC 27540

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

x	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
☒	**COMMERCIAL GENERAL LIABILITY - OCCURRENCE** GEN'L AGGREGATE APPLIES PER POLICY			BSN 0925767	05/29/2025	05/29/2026	GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OPS AGGREGATE	$2,000,000
							PERSONAL & ADV INJURY	$1,000,000
							EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea Occurrence)	$100,000
							MED EXP (Any one person)	$5,000
☒	**BUSINESSOWNERS**			BSN 0925767	05/29/2025	05/29/2026	EACH OCCURRENCE	$1,000,000
							AGGREGATE	$2,000,000
	AUTOMOBILE LIABILITY			BAP 2181827	05/29/2025	11/29/2025	COMBINED SINGLE LIMIT (Each accident)	$1,000,000
☒	SCHEDULED AUTOS						BODILY INJURY (Per person)	$
☐	HIRED AUTOS						BODILY INJURY (Per accident)	$
☒	NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
☐	GARAGE LIABILITY							
☒	Med-Pay $1,000.00 (Other)							
☒	**EXCESS LIABILITY – OCCURRENCE**			UP 7689869	05/29/2025	05/29/2026	EACH OCCURRENCE	$4,000,000
							AGGREGATE	$4,000,000
☐	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** POLICY APPLIES TO THE WORKERS COMPENSATION LAW IN THE STATE OF NC	N/A					WC STATUTORY LIMITS	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
☐	**OTHER:**							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES:
Town of Holly Springs Is/are included as Additional Insured where required by written contract

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Chase E. Williams
DATE 08/08/2025 Chase E Williams

COI 0910

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/8/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Foundation Risk Partners Corp. 8936 N Pointe Executive Park Dr, Suite 180 Huntersville NC 28078-4809	**CONTACT NAME:** Ashley Hill **PHONE (A/C, No, Ext):** 704-799-1600 **FAX (A/C, No):** **E-MAIL ADDRESS:** ahill2@foundationRP.com
INSURED EXULENG-01 Exult Engineering, PC 304-F West Millbrook Rd Raleigh NC 27609	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Arch Specialty Insurance Company 21199 **INSURER B :** Nutmeg Insurance Company 39608 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 819117410 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		22WEGAY0X8W	12/6/2024	12/6/2025	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Professional Liability			PAAEP0173100	12/6/2024	12/6/2025	Per Claim Aggregate	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

If required by an insured written contract, executed prior to any loss, a Waiver of Subrogation is provided for the above-mentioned Workers Compensation and Professional Liability policies subject to all policy terms and conditions.

CERTIFICATE HOLDER

Town of Holly Springs
PO Box 8
Holly Springs, NC 27540

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

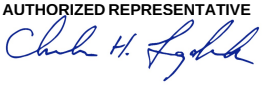


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EXHIBIT C

STATE OF NORTH CAROLINA)
)
COUNTY OF WAKE)

AFFIDAVIT OF CONTRACTOR'S COMPLIANCE WITH E-VERIFY

I, _____(the individual attesting below), being duly authorized by and on behalf of **Exult Engineering, PC** (the "Contractor") after first being duly sworn hereby swears or affirms as follows:

1. Contractor understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).

2. Contractor understands that Contractors Must Use E-Verify. Each Contractor, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a).

3. Contractor is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)

a. YES _____
b. NO _____

4. Contractor's subcontractors comply with E-Verify, and if Contractor is the winning bidder on this project Contractor will ensure compliance with E-Verify by any subcontractors subsequently hired by Contractor.

Dated:_____

Signature of Affiant: _____

Print or Type Name: _____

EXHIBIT D

N/A

EXHIBIT E

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or recipients or subrecipients, all contracts made by the recipients or subrecipients under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by recipients or subrecipients must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The recipients or subrecipients must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The recipients or subrecipients must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the recipients or subrecipients in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) Procurement of recovered materials—A recipient or subrecipient that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of

the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) Prohibition on certain telecommunications and video surveillance services or equipment.
(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
(1) Procure or obtain;
(2) Extend or renew a contract to procure or obtain; or
(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
(c) See Public Law 115-232, section 889 for additional information.
(d) See also § 200.471.
(L) Domestic preferences for procurements.
(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

Link to these mandatory federal provisions for future reference:
https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/appendix-Appendix%20II%20to%20Part%20200