



Agenda

1. Call to Order
2. Pledge of Allegiance
3. Invocation
4. Adjustment and approval of August 18, 2020 meeting agenda

PUBLIC COMMENT PERIOD Notes on the Comment Period -Due to the current restrictions on mass gatherings, public comment will be received in writing and delivered to Council Members prior to this meeting.

RECOGNITIONS

5. Senior Citizens' Day proclamation

PUBLIC HEARINGS

6. Calvert Sports Academy and Development Center 20-SEU-04 / 20-VARTC-03 / 20-VARTC-04 / 20-DP-06

CONSENT AGENDA

7. Approve the minutes of the July 14, 2020 Workshop Meeting and the July 21, 2020 Business Meeting.
8. Monthly Budget Amendment Report
9. Avent Ferry Road Realignment (TOHS# 19-007) LAPP Grant Review & Oversight Agreement
10. Interlocal Agreement with Town of Cary for Water Supply Mutual Aid (TOHS Eng Proj 19-019)
11. Annexation A20-04 Resolution of Sufficiency
12. Clay Ridge Storm drain Repair Project (TOHS Eng. Proj. 18-019)
13. Refinancing of the W.E. Hunt Recreation Center
14. Property Tax Payment for New Town Park Land west of NC 55
15. Holly Springs Road Widening - Phase 2 (TOHS #19-009) NCDOT Municipal Agreement

NEW BUSINESS

16. UNC Rex Hospital - Development Plan Major Amendment 10-DP-06-A08
17. Deadly Weapons Ordinances - Ordinance 20-04 and 20-05
18. Avent Ferry Commercial Development Plan 19-DP-23
19. Avent Ferry Commercial Developer Agreement
20. Utley Creek Greenway Phase 2 Design Contract
21. Force Main Replacement for Avent Ferry Pump Station Project (TOHS Eng. Proj. 04-031)
22. Fire Truck Installment Financing and Bid Award

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.us 919-557-3900



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 5.

Recognitions

Title: Senior Citizens' Day proclamation

Strategic Priority Area: Safe & Friendly

Engaged

Healthy

& Active Community

Staff Resource: LeeAnn Plumer, Parks & Recreation

Action(s):

Proclaim August 21, 2020 Senior Citizens' Day in Holly Springs

Explanation:

- In 1988, President Ronald Reagan declared August 21 to be National Senior Citizens' Day to help bring awareness of social, health, and economic issues that affect senior citizens.
- National Senior Citizens' Day is a way to support, honor and show appreciation to our seniors and recognize their lifetime achievements. Our seniors are pioneers of science, medicine, psychology, civil rights and so much more. Their valuable contributions to our communities create better places to live, work, and play.
- Approximately 13% of the Town's population is 55 years or older.
- Holly Springs Parks and Recreation Department is planning COVID-safe activities for seniors for the week of August 17-21, 2020 and would like to recognize Senior Citizens' Day in Holly Springs.

Background:

Funding Source(s):

N/A

Attachment(s):

1. Senior Citizens' Day

Town of Holly Springs



A Proclamation By The Mayor

Seniors Citizens' Day: August 21, 2020

WHEREAS, the Town of Holly Springs recognizes the contribution of Seniors to life in our town; and

WHEREAS, then President Ronald Regan first declared National Day of the Third Age in August, 1988; and

WHEREAS, the United Nations proclaimed in 1990 that August 21st was to be World Senior Citizens' Day; and

WHEREAS, the purpose of the day is to raise awareness of the condition of older people and to support them throughout the aging process, to thank our elders for everything they have done; and,

WHEREAS, in this time, especially, we wish to recognize the value brought to our town by our elder residents;

NOW, THEREFORE, I, Dick Sears, Mayor of Holly Springs, North Carolina, do hereby proclaim Saturday, August 21, 2020 as

Senior Citizens' Day

in Holly Springs, and I urge all citizens to join me in expressing our gratitude, support, and appreciation for the Senior Citizens of Holly Springs.

Proclaimed this, the 18th day of August, 2020

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 18th day of August, 2020.

Dick Sears, Mayor



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 6.

Public Hearings

Title: Calvert Sports Academy and Development Center 20-SEU-04 / 20-VARTC-03 / 20-VARTC-04 / 20-DP-06

Strategic Priority Area: Responsible & Balanced Growth

Staff Resource: Sean Ryan, Planning & Zoning, Rachel Jones, Engineering

Action(s):

1. Continue Quasi-Judicial Public Hearing to consider Special Exception Use (SEU) to allow for an Indoor Sports Training Facility in the Innovation District; Variance of Development Standards for Building Placement Standards along the east frontage (future Ice Barn Road); and Variance of Development Standards for Building Placement Standards along the south frontage (future Carolina Springs Blvd.).
2. Adopt Resolution 20-20 to make and accept the Findings of Fact for consideration of and to approve SEU and Variances. (*Quasi-judicial determination with simple majority for SEU and 4/5 majority for Variances*).
3. Approve/deny/table Development Plan for Calvert Sports Academy and Development Center. (*Administrative determination with simple majority*).

Explanation:

- This is a continuation of the public hearing opened on July 21, 2020 and continued to this meeting.
- Calvert Sports Academy and Development Center has submitted a request for Development Plan, Special Exception Use (SEU), and Variances for an Indoor Sports Training Facility located in the Carolina Springs Planned Unit Development (PUD).
- The Carolina Springs PUD is located on approximately 396 acres of land south of the interchange of Old Holly Springs Apex Road/Veridea Parkway and NC 540.
- Approved in May 2019, Carolina Springs is a mixed use development consisting of commercial/retail, office, multifamily housing and single family housing.
- The proposed Calvert Sports Academy and Development Center is located on a 12.6 ± acre portion of the Innovation District. The facility is approximately 272,044 square feet in building area and will be located at the corner of the future Carolina Springs Blvd (east/west connector) and Ice Barn Road.
- The location of the project qualifies the building to utilize the special design features for "icon buildings" within the PUD architectural design guidelines.

Planning Board Recommendation:

The Planning Board discussed the following issues and concerns on June 23, 2020:

- Clarification of the onsite and offsite improvements for the development of Phases 1 and 2 of Carolina Springs.
- If the building would have roof solar panels.
- Clarification on road widths, building and parking lot entrances, parking and expected

Town Council Business Meeting
August 18, 2020

drop off locations.

- Bus parking and drop off locations.
- If electric car charging stations would be provided.

Planning Board Recommendation:

The Planning Board recommended approval (6-0-3).

- The Planning Board requests Town Council to review the potential for including solar panels on the roof of the facility as well as electric charging stations in the parking lot

Background:

- The public hearing was opened on July 21st and was continued to allow the completion of the Fire Flow Analysis.
- Carolina Springs Master Plan 19-MAS-03-A01 for site improvements was approved on June 22, 2020.
- Carolina Springs Master Plan 19-MAS-03 for the Architectural Design Guidelines was approved on February 18, 2020.
- Carolina Springs Planned Unit Development (PUD) is located on approximately 396 acres of land south of the interchange of Old Holly Springs Apex Road/Veridea Parkway and NC 540.
- The PUD, approved in May 2019, is a mixed use development consisting of commercial/retail, office, multifamily housing and single family housing.
- The following revisions have been made to the Conditions of Approval since the Planning Board Meeting:
 - Condition #5.d. has been added to specify that the Hydraulic Report and Fire Flow Analysis must be finalized prior to first Construction Drawing submittal. This Development Plan was previously delayed due to an incomplete Hydraulic Report and Fire Flow Analysis that contained inconclusive data. The Town and the Town's Engineering consultant have confirmed that the developer has a more recent fire test that contains conclusive data available to complete the report and make conclusions and recommendations.

Please see below a summary of improvements identified in the TIA and associated Phasing Memo related to the Calvert Ice Sports Academy development and the Carolina Springs PUD. The detailed design of these improvements are required to be submitted with Construction Drawings for this project.

- Construct a westbound right-turn lane on Old Holly Springs Apex Road at East-West Connector (Carolina Springs Blvd.).
- Construct an eastbound left-turn lane on Old Holly Springs Apex Road at East-West Connector (Carolina Springs Blvd.).
- Construct the new North-South road (Ice Barn Rd.) and associated site access.
- Monitor the following intersections for signalization after the opening of the Calvert Sports Academy / Iceplex facility and install once warranted and approved by NCDOT:
 - Old Holly Springs Apex Road and East-West Connector (Carolina Springs Blvd.).
 - Monitor the intersection of Old Holly Springs Apex Road and Woods Creek Road.
 - Monitor the intersection of Old Holly Springs Apex Road and NC-540 Eastbound Ramps .

The following additional improvements will occur with the combination of the Calvert Ice Sports Academy project and the first phases of the Residential Subdivision project currently under review by Town Staff.

- Construct a northbound right-turn lane on Old Holly Springs Apex Road at Woods Creek Road.
- Construct a westbound left-turn lane on Old Holly Springs Apex Road at Woods Creek Road.
- Thoroughfare widening along Woods Creek Road, Old Holly Springs Apex Road, Woodfield Deadend Road.
- Intersections will continue to be monitored for signal as development occurs within the Carolina Springs PUD.

Funding Source(s):

N/A

Attachment(s):

1. 20DP06 20SEU04 Calvert Conditions
2. 20DP06 20SEU04 Calvert Plans
3. Calvert_Carolina Springs_Trip Gen_Phasing Memo 3.20.2020
4. Resolution 20-20 20DP06 20SEU04 Calvert Sports Academy



THE TOWN OF

Holly Springs

Special Exception Use, Variances, and Development Plan for Calvert Sports Academy and Development Center: 20-SEU-04 / 20-VARTC-03 / 20-VARTC-04 / 20-DP-06

Motion and Conditions of Approval:

Make and accept the Findings of Fact for consideration of and to approve Special Exception Use 20-SEU-04 as specified in the Carolina Springs Planned Unit Development to allow for an Indoor Sports Training Facility in the Innovation District, a 12.6± acre portion of the property located at 100 Ice Barn Road, a portion of 2700 Woodfield Dead End Rd, Wake County PIN 0730842712, with the following conditions:

1. All operations must adhere to the evidence submitted by the applicant as stated in the findings of fact submitted and those findings of fact specified by the Town Council in conjunction with 20-SEU-04.

Make and accept the Findings of Fact for consideration of and to approve Variance 20-VARTC-03 to allow a Variance of Development Standards of the Carolina Springs Planned Unit Development Innovation District, Building Placement Standards, Internal District Setbacks, A. Front Setback, to reduce from 50% to 33%, the visible building facade facing a street at the maximum 20 foot setback along the east frontage (future Ice Barn Road), in association with Development Plan Petition #20-DP-06 for Calvert Sports Academy and Development Center, with the following conditions:

1. This Variance shall only apply to #20-DP-06 for Calvert Sports Academy and Development Center.

Make and accept the Findings of Fact for consideration of and to approve Variance 20-VARTC-04 to allow a Variance of Development Standards of the Carolina Springs Planned Unit Development Innovation District, Building Placement Standards, Internal District Setbacks, B. Secondary Front Setback, to reduce from 50% to 22% the visible building facade facing a street at the maximum 20 foot setback along the south frontage (future Carolina Springs Blvd.), in association with Development Plan Petition #20-DP-06 for Calvert Sports Academy and Development Center, with the following conditions:

1. This Variance shall only apply to #20-DP-06 for Calvert Sports Academy and Development Center.

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Email: dick.sears@hollyspringsnc.us

Approve / deny / defer #20-DP-06 for Calvert Sports Academy and Development Center as submitted by Clark Nexsen, Project Number CN 7157, dated Revised June 24, 2020 with the following conditions:

1. This project is required to meet Town's NPDES Phase II Post Construction Stormwater ordinance.
2. All previous conditions of approval for *Carolina Springs PUD* and *Carolina Springs Master Plan* shall apply to this plan 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.
3. The following intersections will be monitored for traffic signal by Carolina Springs PUD developments after the Calvert Sports Academy is operational. A Signal Warrant Analysis is required to be completed by the development impacting the intersection. The signal will be designed and installed once warranted and approved by NCDOT.
 - a. Old Holly Springs Apex Road and NC-540 Eastbound Ramps
 - b. Old Holly Springs Apex Road and Carolina Springs Blvd.
 - c. Old Holly Springs Apex Road and Woods Creek Road
4. The following must be completed prior to the first Construction Drawing Approval:
 - a. Final Plat must be recorded for the subdivision of this property.
5. The following must be submitted with the first Construction Drawing submittal:
 - a. A point-by-point photometric plan for all site lighting (not including public right-of-way street and pedestrian lights) in conformance with lighting levels specified in UDO Section 7.02 shall be submitted to and approved by the Department of Planning & Zoning.
 - b. All items listed on the Stormwater Submittal Checklist, Form #16003
 - c. Provide a completed draft fee-in-lieu form (Form #16006) for nutrient removal based on the impervious area, not the total area.
 - d. The Hydraulic Water Report and Fire Flow Analysis must be finalized.
6. Prior to Construction Drawing Approval and/or issuance of Land Disturbance Permit, the following items must be addressed:
 - a. Street Tree locations shall be shown with approved lighting fixture locations shall be positioned as to not interfere with any lighting fixtures or any site distance triangles.
 - b. The subdivision plat is required to be finalized and approved.
 - c. The design of Old Holly Springs Apex Rd., thoroughfare widening and intersection improvements, including turn lanes, must be completed and finalized in accordance with Town and NCDOT standards.
 - d. Approval of Stormwater Management Plan.
 - e. Payment of the Stormwater Fee-in-Lieu.
 - f. All environmental permits must be obtained for the entire project.

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- g. 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 and a maintenance surety in the form of a cash escrow account in the amount of 35% the actual construction cost of the BMP is required at the end of the performance monitoring period for the project.
7. Prior to the submittal of any UDO Permit for Sign Installation for permanent signage, a Master Sign Plan must be submitted to the Department of Planning & Zoning for review and approved.
8. In accordance with the Carolina Springs Master Plan, this project is an icon building and is required to provide public art. Prior to issuance of a certificate of occupancy, design specifications shall be submitted to the Department of Planning and Zoning for review and the Town Council for approval.
9. Prior to the issuance of a building permit for building construction:
 - a. Detailed building elevations shall be submitted as a major Development Plan Amendment for review and comment by the Director of Planning and Zoning, review and recommendation by the Planning Board, and approval by the Town Council.
 - b. The development shall construct and maintain an accessible all weather road and water supply for fire protection during construction to meet NC Fire Prevention Code.
 - c. The construction of off-site water facilities in Old Holly Springs Apex Rd. shall be completed to serve this development and must be approved and accepted by the Town.
 - d. The construction of off-site water facilities in Carolina Springs Blvd. shall be completed to serve this development, during construction and at build out, and must be approved and accepted by the Town.
 - e. The construction of off-site reclaimed water facilities in Old Holly Springs Apex Rd. shall be completed to serve this development and must be approved and accepted by the Town.
 - f. The construction of off-site reclaimed water facilities in Carolina Springs Blvd. shall be completed to serve this development, during construction and at build out, and must be approved and accepted by the Town.
10. A Development Plan amendment shall be submitted for the final design specifications for all plaza areas, including final design details and landscaping to be approved by the Director of Planning and Zoning.
11. Prior to receiving a Certificate of Occupancy, the following must be addressed:
 - a. Thoroughfare widening and intersection improvements, including turn lanes, on Old Holly Springs Apex Rd. associated with this development must be constructed as identified in the TIA Memorandum prepared by Ramey Kemp & Associates, and approved by the Town and NCDOT.
 - b. Carolina Springs Blvd. must be constructed from Old Holly Springs Apex Rd. across the project's property frontage to a point west of the property line to serve the development. This portion of the road must be accepted and approved by the Town.

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- c. The construction of Ice Barn Rd. (new north-south connector) along the eastern property frontage of this development, shall be completed to serve this project and approved by the Town.
- d. The construction of Carolina Springs Pump Station #1 and associated forcemain must be complete and receive approval and acceptance by the Town.
- e. The construction of off-site gravity sewer infrastructure shall be completed to serve this development and must be approved and accepted by the Town.
- f. The construction of off-Site water facilities in Ice Barn Rd. (new north-south connector) shall be completed to serve this development and must be approved and accepted by the Town.
- g. The construction of off-Site reclaimed water facilities in Ice Barn Rd. (new north-south connector) shall be completed to serve this development and must be approved and accepted by the Town.

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Town of Holly Springs Staff Report to the Planning Board

REQUEST FOR DEVELOPMENT PLAN & SPECIAL EXCEPTION USE CALVERT SPORTS ACADEMY AND DEVELOPMENT CENTER 20-DP-06 / 20-SEU-04

PETITIONER(S):

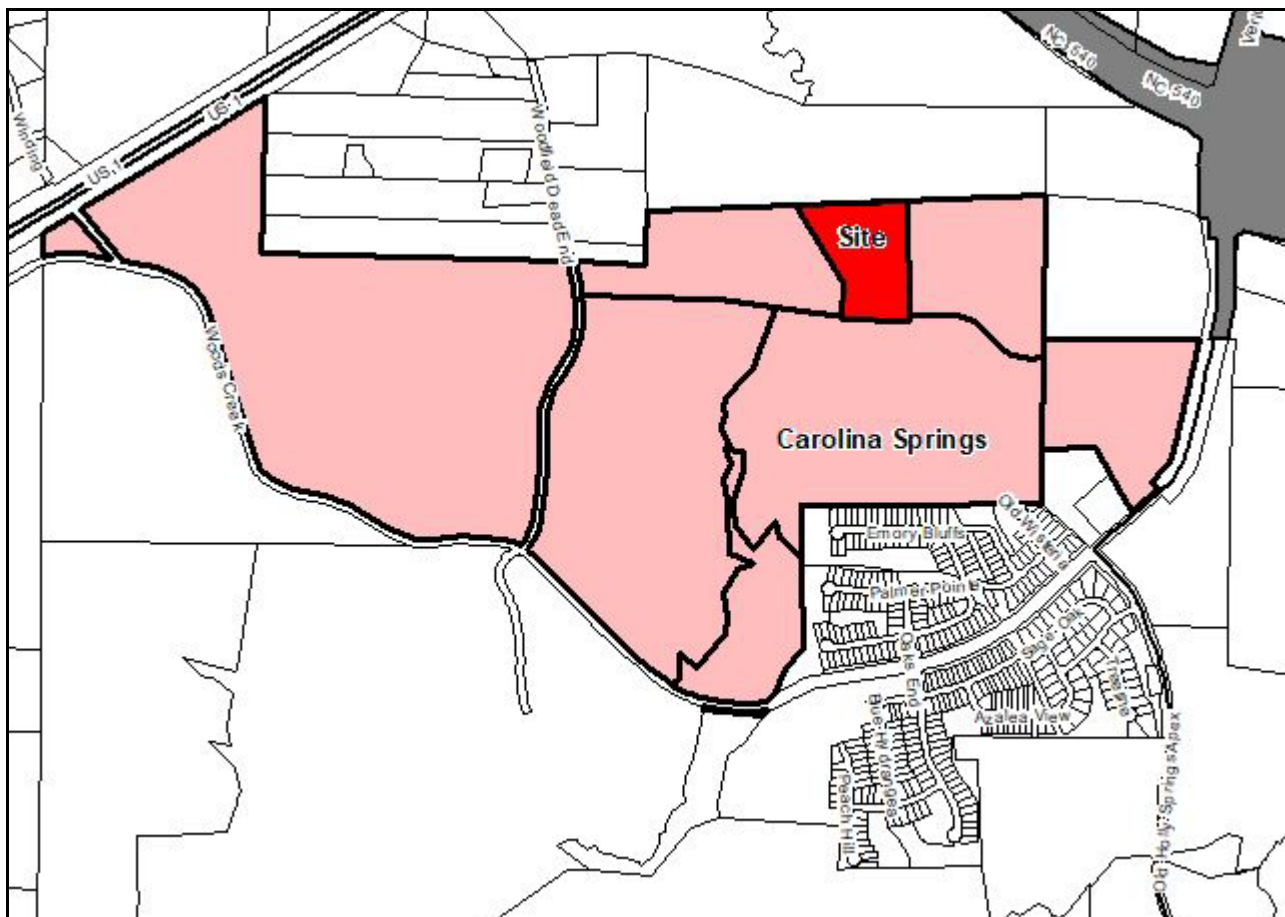
Trent Rogers
Clark Nexsen

DESIGN PROFESSIONAL:

Trent Rogers
Clark Nexsen

DEVELOPER:

Russ McLauchlan
Calvert Sports Academy &
Development Center



LOCATION: ☒ Within Corporate Limits of Holly Springs ☐ Within Holly Springs ETJ ☐ Annexation Pending

ANTICIPATED REVIEW SCHEDULE:

Planning Board:	June 23, 2020
Town Council Public Hearing & Action:	July 21, 2020

STAFF CONTACTS: Sean Ryan, Planner II
Rachel Jones, Development Review Engineer

ATTACHMENTS: Petition, Special Exception Use Findings of Fact, Plans

PARCEL INFORMATION			
OWNER	PARCEL #	ZONING	AREA
Shenandoah Homes LLC	0730842712 (portion of)	PUD: Carolina Springs	59.7 acres (12.6 ± acres portion)
TOTAL			12.6± acres

ADJACENT PROPERTY SITE DATA		
	ZONING	EXISTING LAND USE
Subject Property	PUD: Carolina Springs	Vacant
North	(Apex) SD-CZ	Vacant Future Veridia mixed use development
South	PUD: Carolina Springs	Vacant Future Carolina Springs Village Square District
East	PUD: Carolina Springs	Vacant Future Carolina Springs Innovation District
West	PUD: Carolina Springs	Vacant Future Carolina Springs Village Square District

PROPERTY HISTORY

Annexation History

PIN: 0730634462

Project Number: A02-02

Description: Annexation of 425 acres

Approved by Town Council on: 01/15/2002

Rezoning History

PIN: 0730634462

Original Zoning: Wake County R-80

Proposed Zoning: R-20

Approved by Town Council on: 02/19/2002

Planned Unit Development History

Project Number: 18-PUD-01

Description: Mixed Use PUD Master Plan

Approved by Town Council on: 05/21/2019

Project Number: 18-REZ-01

Original Zoning: R-30, R-20, and LB

Proposed Zoning: PUD

Approved by Town Council on: 05/21/2019

Master Plan History

Project Number: 19-MAS-03

Description: Architectural Design Guidelines

Approved by Town Council on: 02/18/2020

Project Number: 19-MAS-03-A01

Description: Detailed Master Plan

Pending Town Council on: 06/22/2020

PROJECT OVERVIEW

Calvert Sports Academy and Development Center has submitted a request for Development Plan, Special Exception Use, and Variances for an Indoor Sports Training Facility located in the Carolina Springs Planned Unit Development (PUD). The PUD is located on approximately 396 acres of land south of the interchange of Old Holly Springs Apex Road/Verida Parkway and NC540. Approved in May 2019, Carolina Springs is a mixed use development consisting of commercial/retail, office, multifamily housing and single family housing.

The proposed Calvert Sports Academy and Development Center is located on a 12.6 ± acre portion of the Innovation District. The facility is approximately 272,044 square feet in building area and will be located at the corner of future Carolina Springs Blvd (east/west connector) and Ice Barn Road. The location of the project qualifies the building to utilize the special design features for “icon buildings” within the PUD architectural design guidelines.

SPECIAL EXCEPTION USE

- 1. 20-SEU-04: Request to allow for a Special Exception Use as specified in the Carolina Springs Planned Unit Development to allow for an Indoor Sports Training Facility in the Innovation District, a 12.6± acre portion of the property located at 100 Ice Barn Road, a portion of 2700 Woodfield Dead End Rd, Wake County PIN 0730842712.**

Special Exception Use Findings of Fact:

A special exception use may only be granted upon the presentation of sufficient evidence to enable a written determination that:

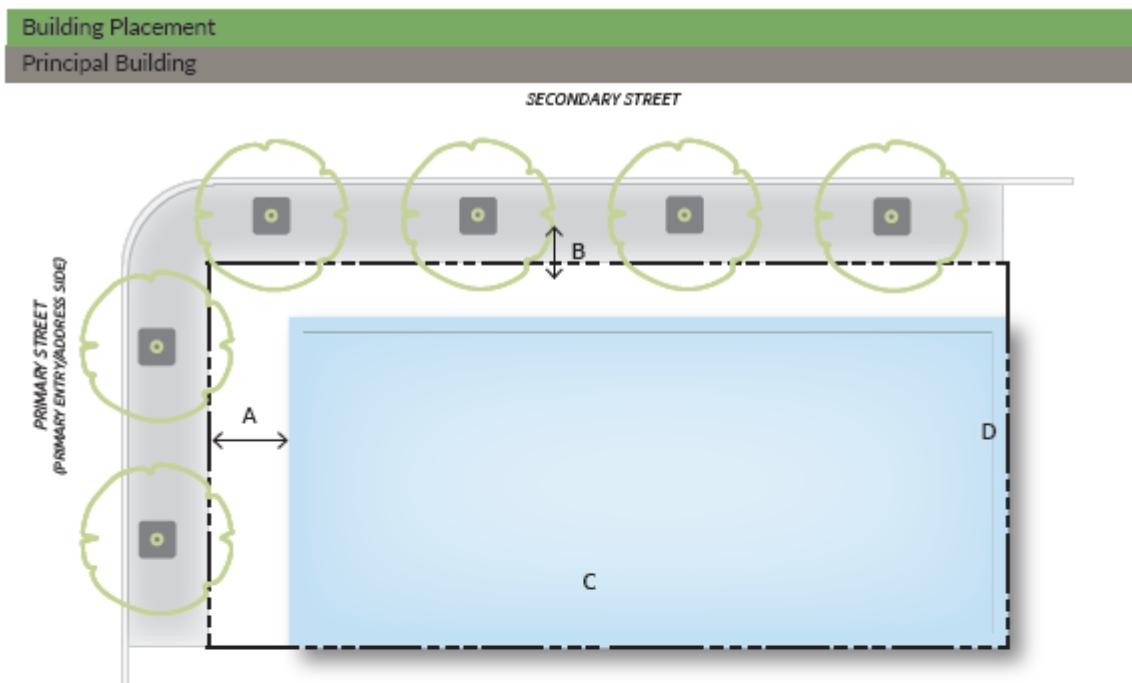
- a. The proposed use will not be injurious to the public health, safety, comfort, community moral standards, convenience or general welfare;
- b. The proposed use will not injure or adversely affect the adjacent area;
- c. The proposed use will be consistent with the character of the district, land uses authorized therein, and the Town of Holly Springs Comprehensive Plan;
- d. The proposed use shall conform to all development standards of the applicable district (unless a waiver of such development standards is requested as part of the special exception use petition and approved as set forth above, in which case the proposed use shall conform to the terms and conditions of such waiver).
- e. Access drives or driveways are or will be sufficient in size and properly located to: ensure automotive and pedestrian safety and convenience, traffic flow as set forth in Section 7.09 – Pedestrian Circulation and Vehicular Area Design; and, control and access in case of fire or other emergency;
- f. Off-street parking areas, off-street loading areas, trash enclosures, trash pick-up and removal, and other service areas are located so as to be safe, convenient, allow for access in case of emergency, and to minimize economic, glare, odor, and other impacts on adjoining properties and properties in the general neighborhood;
- g. The lot, building or structure proposed for the use has adequate restroom facilities, cooking facilities, safety equipment (smoke alarms, floatation devices, etc.), or any other service or equipment necessary to provide for the needs of those persons whom may work at, visit or own property nearby to the proposed use;
- h. Utilities, schools, fire, police and other necessary public and private facilities and services will be adequate to handle the needs of the proposed use;
- i. The location and arrangement of the use on the site, screening, buffering, landscaping, and pedestrian ways harmonize with adjoining properties and the general area and minimize adverse impacts; and,
- j. The type, size, and intensity of the proposed use (including but not limited to such considerations as the hours of operation and numbers of people who are likely to utilize or be attracted to the use) will not have significant adverse impacts on adjoining properties or the neighborhood.

TOWN COUNCIL VARIANCE REQUESTS– NOT FOR PLANNING BOARD DISCUSSION OR CONSIDERATION

- 1. 20-VARTC-03: Request to allow a Variance of Development Standards of the Carolina Springs Planned Unit Development Innovation District, Building Placement Standards, Internal District**

Setbacks, A. Front Setback, to reduce from 50% to 33%, the visible building facade facing a street at the maximum 20 foot setback along the east frontage (future Ice Barn Road), in association with Development Plan Petition #20-DP-06 for Calvert Sports Academy and Development Center.

PUD Requirements:

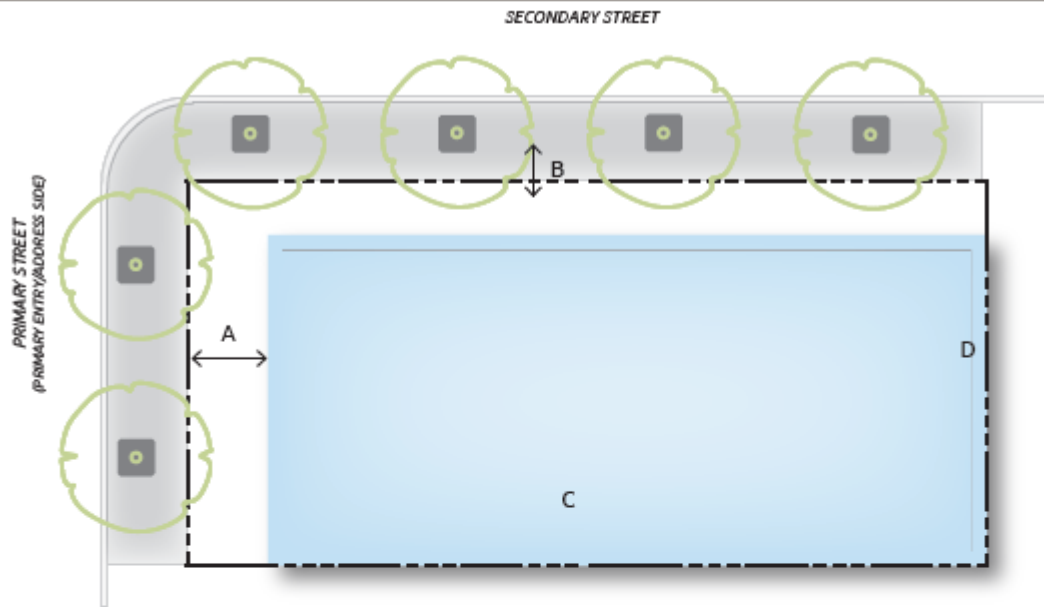


District Perimeter Yards And Buildings Setbacks		
Overall PUD Perimeter Buffer		30 ft min.
Internal District Setbacks (Apply only to internal District Public Streets)		
Building		
A.	Front Setback (primary entry/address side)	20 ft. max, for at least 50% of the visible building facade facing a street
B.	Secondary Front Setback (corner lot)	20 ft. max, for at least 50% of the visible building facade facing a street
C.	Side Setback	0 ft. min.
D.	Rear Setback	0 ft. min.
Encroachments		
Cafe Seating/Chairs		100% max. of total setback
Balcony/Deck/Patio &/or Bay windows		80% max. of total setback
Open Front Porch (6-foot-deep min.)		40% max. of total setback
Allowances		
Forecourt		May recess from front lot line or side lot line a maximum of 50 feet for pedestrian entries or courtyards

- 20-VARTC-04: Request to allow a Variance of Development Standards of the Carolina Springs Planned Unit Development Innovation District, Building Placement Standards, Internal District Setbacks, B. Secondary Front Setback, to reduce from 50% to 22% the visible building facade facing a street at the maximum 20 foot setback along the south frontage (future Carolina Springs Blvd.), in association with Development Plan Petition #20-DP-06 for Calvert Sports Academy and Development Center.

Building Placement

Principal Building



District Perimeter Yards And Buildings Setbacks		
Overall PUD Perimeter Buffer		30 ft. min.
Internal District Setbacks (Apply only to internal District Public Streets)		
Building		
A.	Front Setback (primary entry/address side)	20 ft. max, for at least 50% of the visible building facade facing a street
B.	Secondary Front Setback (corner lot)	20 ft. max, for at least 50% of the visible building facade facing a street
C.	Side Setback	0 ft. min.
D.	Rear Setback	0 ft. min.
Encroachments		
Cafe Seating/Chairs		100% max. of total setback
Balcony/Deck/Patio &/or Bay windows		80% max. of total setback
Open Front Porch (6-foot-deep min.)		40% max. of total setback
Allowances		
Forecourt		May recess from front lot line or side lot line a maximum of 50 feet for pedestrian entries or courtyards

STAFF ANALYSIS

PLANNING & ZONING

Vision Holly Springs Comprehensive Plan

Land Use & Character

The project area is designated as Natural Area and Regional Center on the Future Land Use Map.

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.

Regional Center

A Regional Center is a hub for entertainment and employment, located immediately off the 540 interchange at Holly Springs Road and at Old Holly Springs Apex Road. These areas are envisioned as energized centers containing a mix of business, entertainment, civic, and cultural activities with a mix of housing types within and surrounding the center. As a magnet to surrounding towns and neighborhoods, a regional center becomes an iconic symbol and exciting focal point in southern Wake County. Buildings may stand two to ten stories tall in the immediate center of the development, and the public spaces between buildings should be designed for active living, community gathering, and interesting street life. Residential units or office space may be found above storefronts. Parking should be satisfied using on-street parking, structured parking, and shared rear-lot parking strategies.

A Regional Center may be surrounded by one or more Residential Neighborhoods or Mixed Residential Neighborhoods. The design, scale, character, and intensity of development in the Regional Center should be compatible with, and transition to, adjacent land uses; and the character of existing adjacent neighborhood should be preserved.

Part 1: Special Exception

A Special Exception Use is a Permitted Use within a specific zoning district that may not necessarily fit in with the surrounding areas and uses and is subject to further review. Applicants requesting a Special Exception Use, must be able to demonstrate that all required Findings of Fact are being met. The Town Council through the public hearing and sworn testimony must be able to make findings that these facts will be met and/or adhered to as part of the motion. If the Town Council determines that a Fact cannot be met or adhered to, then the Special Exception should be denied.

Part 2: Detailed Master Plan

Development Standards

Gross Density:

Maximum Permitted: Innovation District - 8 units per acre

Proposed: 0 units per acre

Lot Area/Lot Size: 12.6± acres

Minimum Yards/Interior Yards:

Perimeter Yards

Required: 30 feet

Provided: 30 feet

Interior Yards

Not required

Setbacks:

Required:

Front: 20 feet maximum for at least 50% of the façade facing the street

Secondary Front: 20 feet maximum for at least 50% of the façade facing the street

Side: 0 feet

Rear: 0 feet

Provided:

Front: 6 feet, with 33% of the façade facing the street at the 20 foot maximum

**Variance 20-VARTC-03 requested*

Secondary Front: 20 feet, with 22% of the façade facing the street at the 20 foot maximum

**Variance 20-VARTC-04 requested*

Side: 211 feet

Rear: 75 feet

Building Height:

Required

Minimum: 30 feet

Maximum: 135 feet

Stories: 12 stories max

Provided:

Height: 72 feet

Stories: 4 stories

Gross Floor Area:

Proposed: 272,044 square feet

Parking & Loading:

Parking:

Required: 1 space per 800 square feet = 340 spaces

Provided: 320 off-street standard spaces, 6 off-street bus spaces, 14 on-street spaces

Loading:

Required: 5 spaces

Provided: 5 spaces

Outdoor Operations:

An outdoor service yard has been provided along the west façade of the building. The service yard will be screened with screening panels and landscaping.

Outdoor seating will be provided in the plaza areas on the west and east façades of the building.

Landscape Requirements:

Perimeter Yard/Bufferyard

Required: Along north property line: 30 foot Type C-75 Landscape Screen

Provided: 30 foot Type C-75 Landscape Screen. Species include Oak, Holly, Magnolia, and Cryptomeria

Foundation

Foundation landscaping has been provided along all building façades as required by the PUD. Species include Arborvitae, Holly, Magnolia, River Birch, Cedar, Hydrangea, and Dogwood.

Interior Parking Lot

Islands Required: 34

Island provide: 52, each with the required tree and 4 shrubs

Parking Area Screening

Parking screening has been provided with grade change or row of shrubs along all parking areas facing adjacent rights-of-way

Street Trees

Street trees are provided along Ice Barn Drive and Carolina Springs Blvd, as required by the PUD. Species include Nuttall Oak and Zelkova.

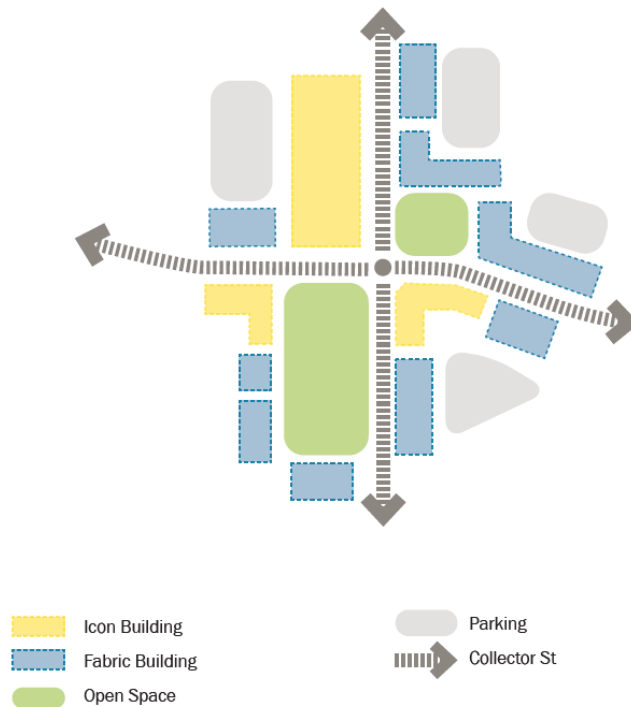
Tree Preservation

Tree preservation areas have been identified on the overall Carolina Springs Master Plan. No required tree preservation areas are located on the site of this project.

Architectural and Site Design Requirements

Building Materials, Colors, Textures, Architecture, Roof Treatment, and Façade Modulation:

The Carolina Springs Architectural Design Guidelines identifies the project location as an “icon building.” Icon buildings are placed at prominent locations within the development that feature long view corridors and are adjacent to busy social interactions or along plazas and open space. The guidelines promote a unique identity and architectural character that reflects and strengthens the Innovation District goal to present a modern, forward thinking and cutting-edge environment.



Key Design Components:

- Pedestrian oriented
- Layering and depth of building façades
- Visual interest with building material selection
- Defined building base
- Volumetric building massing

Preliminary building elevations submitted indicate building materials will consist of glass, metal panels, and concrete. Layering and depth of building façades, a defined building base, and volumetric building massing have also been provided.

The elevations submitted by the applicant are sufficient to show the design concept and compliance with the minimum standards contained in the architectural design guidelines. Detailed building elevations will be required after the applicant further refines this concept. These elevations will be reviewed by staff and presented to the Planning Board for a recommendation to the Town Council, as outlined in the staff proposed conditions of approval.

Building Orientation:

The primary entry is oriented east, facing future Ice Barn Road.

Site Design and Open Space:

All “icon buildings” are required to provide public art installations that are visible from the public right-of-way. The applicant has shown two potential locations for this art.

The project features unique plaza design at the front entry along Ice Barn Road.

Pedestrian Circulation and Vehicular Area Design (UDO Section 7.09)

Walkways or Pedestrian/Bikeway System Design:

Internal pedestrian walkways provide direct connections to the parking areas, public sidewalk system, and greenway.

Vehicular Area Design:

The parking area features two internal walkways to provide safe walkways for pedestrians to the rear building entrance.

PARKS & RECREATION

Greenways:

Greenways are shown on the Development Plan documents are in alignment with what has been approved for the Carolina Springs Master Plan. Greenway design and associated crossings, signage and markings will all meet the Town’s adopted construction standards.

ENGINEERING

Water Service:

Water service will be provided to this development through connection to watermain that will be extended in Carolina Springs Blvd and Ice Barn Rd as a part of the major infrastructure constructed with the Carolina Springs Master Plan. An 8-inch watermain will extend through the site and around the building.

Reclaimed Water Service:

Reclaimed water service will be provided to this development through connection to reclaimed water main that will be extended in Carolina Springs Blvd and Ice Barn Rd. as a part of the major infrastructure constructed with the Carolina Springs Master Plan.

Sewer Service:

Sewer service will be provided to this development through connection to gravity sewer main that will be extended through the development as a part of the major infrastructure constructed with the Carolina Springs Master Plan. Sewer from this development will discharge by gravity to the Carolina Springs Pump Station #1.

Transportation

A Traffic Impact Analysis (TIA) was completed and approved with the Carolina Springs PUD. A phasing memo was provided that outlined how the transportation improvements recommended in the TIA would be phased in with the construction of the development. A memorandum was submitted with this project to evaluate the traffic impacts from Calvert Sports Academy and from the first Phase of the Residential Development in the Village Square District of the PUD. This memorandum identified transportation improvements required to be completed with the build-out of the two components within the PUD.

The TIA Phasing Memo defines **Phase 1** as the construction of the Calvert Sports Academy project and Carolina Springs Phase 1 Residential (approximately 422 units). The following are recommended to be constructed with the build-out of these two components of the PUD. The following improvements are not being constructed with the Calvert Sports Academy development plan. These improvements will be submitted with subsequent construction drawings:

- Construct Carolina Springs Blvd with two (2) egress lanes and two (2) ingress lanes.
- Construct a westbound right-turn lane on Old Holly Springs – Apex Road at Carolina Springs Blvd.
- Construct an eastbound left-turn lane on Old Holly Springs – Apex Road at Carolina Springs Blvd.
- Construct an eastbound right-turn lane on Woods Creek Road at Old Holly Springs – Apex Road.
- Construct a northbound right-turn lane on Old Holly Springs – Apex Road at Woods Creek Road.
- Construct a westbound left-turn lane on Old Holly Springs – Apex Road at Woods Creek Road.
- Monitor the intersection of Old Holly Springs – Apex Road and NC-540 Eastbound Ramps for signalization after the opening of the Calvert Sports Academy / Iceplex facility and install once warranted and approved by NCDOT.
- Monitor the intersection of Old Holly Springs – Apex Road and Carolina Springs Blvd. for signalization after the opening of the Calvert Sports Academy / Iceplex facility and install once warranted and approved by NCDOT.
- Monitor the intersection of Old Holly Springs – Apex Road and Woods Creek Road for signalization after the opening of the Calvert Sports Academy / Iceplex facility and install once warranted and approved by NCDOT.

Road Widening:

This project will be served by road improvements completed **by others** in accordance with the Town's Unified Development Ordinance (UDO), Comprehensive Transportation Plan (CTP) and Engineering Design & Construction Standards (ED&CS). This includes the widening of Old Holly Springs Apex Rd. to the ultimate cross section, the new construction of Carolina Springs Blvd, and the new construction of Ice Barn Rd, as well as the additional intersection improvements listed above. All of these road improvements are required to be completed prior to the completion of **Phase 1** as described above and will not be constructed under this development plan. The road improvements will be submitted to the Town through the construction drawing review process.

Connectivity:

This development will construct 10-ft public greenway on the northern edge of the site in accordance with the Carolina Springs Master Plan. The greenway will connect to internal sidewalk, which leads directly to bike racks, multiple building entrances, and the parking area. On the eastern portion of the site, the internal sidewalk connects to the public sidewalk on Ice Barn Rd starting at the corner of Carolina Springs Blvd to create a pedestrian plaza adjacent to the building.

Environmental

This project will be required to meet the Town of Holly Springs NPDES Ph. II Post Construction Stormwater Ordinance and is located in the Neuse River Basin and will be subject to all applicable requirements of that basin.

REQUESTED ACTION

ACTION #1: SPECIAL EXCEPTION USE

Motion that the Planning Board recommend the Town Council **approve / deny** Special Exception Uses 20-SEU-04 to allow for an Indoor Sports Training Facility in the Innovation District, a 12.6± acre portion of the property located at 100 Ice Barn Road, a portion of 2700 Woodfield Dead End Rd, Wake County PIN 0730842712.0730842712, as submitted by Clark Nexsen with the following conditions:

1. All operations must adhere to the evidence submitted by the applicant as stated in the findings of fact submitted and those findings of fact specified by the Town Council in conjunction with 20-SEU-04.

ACTION #2: DEVELOPMENT PLAN

Motion that the Planning Board recommend the Town Council **approve / deny** #20-DP-06 for Calvert Sports Academy and Development Center as submitted by Clark Nexsen, Project Number CN 7157, dated Revised May 29, 2020 with the following conditions:

1. This project is required to meet Town's NPDES Phase II Post Construction Stormwater ordinance.
2. All previous conditions of approval for *Carolina Springs PUD* and *Carolina Springs Master Plan* shall apply to this plan 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.
3. The following intersections will be monitored for traffic signal by Carolina Springs PUD developments after the Calvert Sports Academy is operational. A Signal Warrant Analysis is required to be completed by the development impacting the intersection. The signal will be designed and installed once warranted and approved by NCDOT.
 - a. Old Holly Springs Apex Road and NC-540 Eastbound Ramps
 - b. Old Holly Springs Apex Road and Carolina Springs Blvd.
 - c. Old Holly Springs Apex Road and Woods Creek Road
4. The following must be completed prior to the first Construction Drawing Approval:
 - a. Final Plat must be recorded for the subdivision of this property.
5. The following must be submitted with the first Construction Drawing submittal:
 - a. A point-by-point photometric plan for all site lighting (not including public right-of-way street and pedestrian lights) in conformance with lighting levels specified in UDO Section 7.02 shall be submitted to and approved by the Department of Planning & Zoning.
 - b. All items listed on the Stormwater Submittal Checklist, Form #16003
 - c. Provide a completed draft fee-in-lieu form (Form #16006) for nutrient removal based on the impervious area, not the total area.
6. Prior to Construction Drawing Approval and/or issuance of Land Disturbance Permit, the following items must be addressed:
 - a. Street Tree locations shall be shown with approved lighting fixture locations shall be positioned as to not interfere with any lighting fixtures or any site distance triangles.
 - b. The subdivision plat is required to be finalized and approved.
 - c. The design of Old Holly Springs Apex Rd., thoroughfare widening and intersection improvements, including turn lanes, must be completed and finalized in accordance with Town and NCDOT standards.
 - d. Approval of Stormwater Management Plan.
 - e. Payment of the Stormwater Fee-in-Lieu.
 - f. All environmental permits must be obtained for the entire project.
 - g. 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 and a maintenance surety in the form of a

cash escrow account in the amount of 35% the actual construction cost of the BMP is required at the end of the performance monitoring period for the project.

7. Prior to the submittal of any UDO Permit for Sign Installation for permanent signage, a Master Sign Plan must be submitted to the Department of Planning & Zoning for review and approved.
8. In accordance with the Carolina Springs Master Plan, this project is an icon building and is required to provide public art. Prior to issuance of a certificate of occupancy, design specifications shall be submitted to the Department of Planning and Zoning for review and the Town Council for approval.
9. Prior to the issuance of a building permit for building construction:
 - a. Detailed building elevations shall be submitted as a major Development Plan Amendment for review and comment by the Director of Planning and Zoning, review and recommendation by the Planning Board, and approval by the Town Council.
 - b. The development shall construct and maintain an accessible all weather road and water supply for fire protection during construction to meet NC Fire Prevention Code.
 - c. The construction of off-site water facilities in Old Holly Springs Apex Rd. shall be completed to serve this development and must be approved and accepted by the Town.
 - d. The construction of off-site water facilities in Carolina Springs Blvd. shall be completed to serve this development, during construction and at build out, and must be approved and accepted by the Town.
 - e. The construction of off-site reclaimed water facilities in Old Holly Springs Apex Rd. shall be completed to serve this development and must be approved and accepted by the Town.
 - f. The construction of off-site reclaimed water facilities in Carolina Springs Blvd. shall be completed to serve this development, during construction and at build out, and must be approved and accepted by the Town.
10. A Development Plan amendment shall be submitted for the final design specifications for all plaza areas, including final design details and landscaping to be approved by the Director of Planning and Zoning.
11. Prior to receiving a Certificate of Occupancy, the following must be addressed:
 - a. Thoroughfare widening and intersection improvements, including turn lanes, on Old Holly Springs Apex Rd. associated with this development must be constructed as identified in the TIA Memorandum prepared by Ramey Kemp & Associates, and approved by the Town and NCDOT.
 - b. Carolina Springs Blvd. must be constructed from Old Holly Springs Apex Rd. across the project's property frontage to a point west of the property line to serve the development. This portion of the road must be accepted and approved by the Town.
 - c. The construction of Ice Barn Rd. (new north-south connector) along the eastern property frontage of this development, shall be completed to serve this project and approved by the Town.
 - d. The construction of Carolina Springs Pump Station #1 and associated forcemain must be complete and receive approval and acceptance by the Town.
 - e. The construction of off-site gravity sewer infrastructure shall be completed to serve this development and must be approved and accepted by the Town.
 - f. The construction of off-Site water facilities in Ice Barn Rd. (new north-south connector) shall be completed to serve this development and must be approved and accepted by the Town.
 - g. The construction of off-Site reclaimed water facilities in Ice Barn Rd. (new north-south connector) shall be completed to serve this development and must be approved and accepted by the Town.
12. Prior to this project moving forward to Town Council, the following must be addressed:
 - a. Final staff review comments shall be addressed.
 - b. For the North/South Connector (Ice Barn Rd), the vertical design 100-ft – 200-ft beyond the northern property line to verify constructability must be provided to the Town and finalized in accordance with the Engineering design & Construction Standards.
 - c. The applicant shall coordinate with the Town's Water Quality Director and finalize the Industrial Waste Survey form information prior to Town Council to determine if pre-treatment or an alternate disposal method is required for the facility's wastestream.

- d. The Hydraulic Water Model and Fire Flow Analysis Report must be resubmitted with comments addressed and finalized.

Agenda Item Completeness Checklist				
	Approved for Distribution			
Staff Member	Yes	No	Initials	Comments
Sean Ryan	X		SR	
Parks & Rec				
Engineering	X		RDJ	
Melissa Sigmund	X		MS	

DEVELOPMENT PETITION

The current Filing Fees can be found on-line in the Town of Holly Springs Fee Schedule:
<http://www.hollyspringsnc.us/planning>



Petition Type:

☐ Master Plan

- ☐ New Detailed ☐ New Schematic
☐ Major Amendment ☐ Minor Amendment*

☐ Preliminary Plan- Major Subdivision

- ☐ New ☐ Major Amendment ☐ Minor Amendment*

☒ Development Plan (check all that apply)

- ☒ New ☐ Major Amendment ☐ Minor Amendment*
☐ Gateway Non-Residential/Mixed Use Gross Building Floor Area _____
☐ Non-Gateway Non-Residential/Mixed Use Gross Building Floor Area _____
☐ Multifamily
☐ Residential Development Options or Infill Development Options

☐ Special Exception Use

- ☐ New ☐ Family Child Care Home

* Specify purpose of amendment on Certificate of Plan Revisions

For DPZ Use only

Project # 20-DP-06

Fees Paid: \$ _____

Date Received: _____

☐ Initial ☐ Revised ☐ Final

Project Information:

Project Name: Calvert Sports Academy and Development Center

If this project is part of a previously approved plan, please specify:

PUD Master Plan/Subdivision Carolina Springs Shopping Center/Lot# _____

Project Location: Old Holly Springs Apex Road / Veridea Parkway

Use street address. If none, use the closest intersection

☐ Within Corporate Limits ☒ Within Holly Springs ETJ ☐ Pending Annexation

PIN: 0730634462 - REID:0292227 (Wake County) Real Estate ID: _____Project Acreage (rounded to nearest tenth): 12.6 Partial Parcel: ☒ No ☐ Yes (additional fee)Current Zoning: PUD Carolina Springs Proposed Use (see UDO Primary Use List): Innovation DistrictOpen Space [See UDO Section 7.06(F)(4)]: ☐ Dedication ☐ Fee-in-lieu ☐ Combination ☒ N/AWaivers Requested: ☐ No ☒ Yes- Specify UDO Section Number(s): PUD Carolina Springs (will submit on 4/24)

If yes, complete and attach appropriate Waiver Petition(s) from Waiver Packet

Scoping Meeting Date: 1/16/2019 Concept Meeting Date: 3/5/2020

If the Concept Meeting Date is not within 8 weeks of the submittal date, another Concept Meeting is required prior to submittal.

Petition Contact Information: (complete each contact in its entirety- please print or type)

Project Applicant/Contact

(check one) ☐ Owner ☐ Owner's Agent ☒ Design Professional ☐ Developer ☐ Other _____

Name Trent Rogers Company Clark NexsenMailing Address 333 Fayetteville Street, Suite 1000City Raleigh State NC Zip 27601Telephone # (919) 576-2138 E-Mail trogers@clarknexsen.comHow would you like to receive staff review comments? ☒ E-Mail ☐ US MailHow would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified

Design Professional if different than Applicant/Contact

Name Allyson Monsour Company Clark NexsenMailing Address 4525 Main Street, Suite 1400City Virginia Beach State VA Zip 23462Telephone # (757) 961-7930 E-Mail amonsour@clarknexsen.comHow would you like to receive staff review comments? ☒ E-Mail ☐ US MailHow would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified

Developer

Name Russ McLauchlan Company Calvert Sports Academy & Development Center, LLC
Mailing Address 1225 Crescent Green, Suite 115
City Cary State NC Zip 27518
Telephone # (919) 495-8650 E-Mail rmclauchlan@calvertholdings.com
How would you like to receive staff review comments? ☒ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified

Architect

Name Brian Dautel Company Clark Nexsen
Mailing Address 333 Fayetteville Street, Suite 1000
City Raleigh State NC Zip 27601
Telephone # (919) 576-2095 E-Mail bdautel@clarknexsen.com
How would you like to receive staff review comments? ☒ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified

Landscape Architect

Name Cindy Hoffman Company Surface 678
Mailing Address 215 Morris Street
City Durham State NC Zip 27701
Telephone # (919) 419-1199 x9124 E-Mail choffman@surface6787.com
How would you like to receive staff review comments? ☒ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified

Other: _____ (any other contact that should receive comments and correspondence for this project)

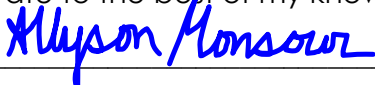
Name _____ Company _____
Mailing Address _____
City _____ State _____ Zip _____
Telephone # () _____ Alternate Telephone # () _____
Fax # () _____ E-Mail _____
How would you like to receive staff review comments? ☐ Fax ☐ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☐ Fax ☐ E-Mail ☐ US Mail- Certified

Property Owner - Required

Name Russ McLauchlan Company Calvert Sports Academy & Development Center, LLC
Mailing Address 1225 Crescent Green, Suite 115
City Cary State NC Zip 27518
Telephone # (919) 495-8650 E-Mail rmclauchlan@calvertholdings.com
How would you like to receive staff review comments? ☒ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified

Certificate of Submittal Completion

I, Allyson Monsour, certify that the information provided on this petition, plans and checklist are complete and accurate to the best of my knowledge.

Signature:  Date: 3/20/2019

SPECIAL EXCEPTION USE FINDINGS OF FACT



You must respond to all findings; please type or print legibly in blue or black ink.

Project Information:

Project Name: Calvert Sports Academy and Development Center

Special Exception Use:

UDO Section No.: Carolina Springs PUD

Special Exception Use: Ice Sports Complex

Specific Special Exception Use Request:

Allow a 4 story Ice Sports Complex with short-term housing within the Innovation District

For DPZ Use only

Project # 20-SEU-04

Date Received:

Findings of Fact:

A petition for Special Exception Use may only be approved upon the presentation of sufficient evidence. Please include as much detailed information or unique conditions that would enable the Board to make a written determination that:

(1) The proposed use will not be injurious to the public health, safety, comfort, community moral standards, convenience or general welfare:

The Ice Sports complex will be a gathering place for the community. The complex will help enhance the public's general health and comfort with the proposed services provided.

(2) The proposed use will not injure or adversely affect the adjacent area or property values therein:

The Ice Sports complex will be the preferred destination for ice related sports on the east coast. This will greatly enhance the property values for the residents and businesses within Carolina Springs but all within the town of Holly Springs.

(3) The proposed use will be consistent with the character of the district, land uses authorized therein, and the Town of Holly Springs Comprehensive Plan:

The Ice Sports complex will enhance the character of the Innovation District while meeting all the land use requirements of the PUD and the Town's Comprehensive Plan.

(4) The proposed use shall conform to all development standards of the applicable district (unless a waiver of such development standards is requested as part of the special exception use petition and approved by the Town Council in which case the proposed use shall conform to the terms and conditions of such waiver):

The Ice Sports complex will meet all development standards.

(5) Access drives or driveways are or will be sufficient in size and properly located to: ensure automotive and pedestrian safety and convenience, traffic flow as set forth in Section 7.09 – Pedestrian Circulation and Vehicular Area Design; and, control and access in case of fire or other emergency:

The Ice Sports complex has two driveway entrances, one along each road frontage. It also has a vehicular drop-off point in the front of the building. It has bus access/drop-off at the main rear-entrance. The complex provides access to the greenway for bicycle and pedestrian access. It has met all the required needs in Section 7.09

- (6) Off-street parking areas, off-street loading areas, trash enclosures, trash pick-up and removal, and other service areas are located so as to be safe, convenient, allow for access in case of emergency, and to minimize economic, glare, odor, and other impacts on adjoining properties and properties in the general neighborhood:

All parking, mechanical equipment, and trash services have been designed to meet or exceed all standards of the PUD and Town's UDO.

- (7) The lot, building or structure proposed for the use has adequate restroom facilities, cooking facilities, safety equipment (smoke alarms, floatation devices, etc.), or any other service or equipment necessary to provide for the needs of those persons whom may work at, visit or own property nearby to the proposed use:

The Ice Sports Complex has been designed to meet or exceed all standards of the State of NC, the PUD and Town's UDO.

- (8) Utilities, schools, fire, police and other necessary public and private facilities and services will be adequate to handle the proposed use:

Yes, the Carolina Springs development and the Town have adequate facilities described above to meet the use of the Ice Sports Complex.

- (9) The location and arrangement of the use on the site, screening, buffering, landscaping, and pedestrian ways harmonize with adjoining properties and the general area and minimize adverse impacts:

Yes, the Ice Sports complex provides all the required screening and landscaping to ensure the public and adjoining properties have minimal impact..

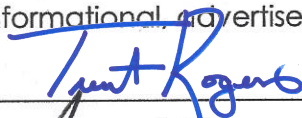
- (10) The type, size, and intensity of the proposed use, including such considerations as the hours of operation and numbers of people who are likely to utilize or be attracted to the use, will not have significant adverse impacts on adjoining properties or the neighborhood:

All these items have been taking into consideration and will no adverse impacts on the community.

Certificate of Completion

I certify that all information presented in this application is accurate to the best of my knowledge and belief. Further, I grant permission for members of the Planning Board, Town Council, and Town Staff to visit the site in question for informational, advertisement, and inspection needs.

Signature of Applicant:



Date: 6/17/20

Signature of Owner:



Date: 6.17.20

Marty Linn - Calvert Sports Academy & Development Center, LLC

VARIANCE OF DEVELOPMENT STANDARDS PETITION

The current Filing Fees can be found on-line in the Town of Holly Springs Fee Schedule:
<http://www.hollyspringsnc.us/planning>



Variance Request (please be specific)

UDO Section No.: Carolina Springs PUD
 Section Title: Section 04: Districts: Innovation District page 31
 Specific Variance Request: Reduce from 50% to 33%, the visible building facade facing a street at the maximum 20 foot setback along the east frontage. (Ice Barn Road)

For DPZ Use only

Project # 20-VARTC-03Fees Paid: \$ 100.00

Date Received:

☐ BOA☒ Town Council

Project Information

Project Name Calvert Sports Academy and Development Center
If this project is part of a previously approved plan, please specify:
 PUD/Master Plan/Subdivision Carolina Springs Shopping Center/Lot # Innovation District
 Project Location Old Holly Springs Apex Road / Veridea Parkway
Use street address. If none, use the closest intersection
☐ Within Corporate Limits ☒ Within Holly Springs ETJ ☐ Pending Annexation
 PIN 0730533724 Real Estate ID REID:0292227 (Wake County)

Project Acreage 12.6 Current Zoning Innovation District
 Scoping Meeting Date : 1/16/2019 Concept Meeting Date: 3/5/2020

If the Concept Meeting Date is not within 8 weeks of the submittal date, another Concept Meeting is required prior to submittal.

Petition Contact Information (complete each contact in its entirety- please print or type)

Project Applicant/Contact

(check one) ☐ Owner ☐ Owner's Agent ☐ Design Professional ☐ Developer ☒ Other: Primary Contact
 Name Trent Rogers Company Clark Nexsen
 Mailing Address 333 Fayetteville Street, Suite 1000
 City _____ State NC Zip 27601
 Telephone # (919) 576-2138 E-Mail trogers@clarknexsen.com
 How would you like to receive staff review comments? ☒ E-Mail ☐ US Mail
 How would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified

Developer

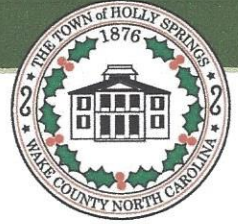
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Property Owner

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 How would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified

VARIANCE OF DEVELOPMENT STANDARDS

FINDINGS OF FACT



You must respond to all findings; please type or print legibly in blue or black ink.

Project Information

Project Name: Calvert Sports Academy and Development Center

Findings of Fact

A petition for Variance of Development Standards may only be approved upon the presentation of sufficient evidence. Please include as much detailed information or unique conditions that would enable the Board to make a written determination that:

For DPZ Use only

Project # 20-VARTC-03

Date Received:

- (1) **Unnecessary hardship would result from the strict application of the ordinance. It shall not be necessary to demonstrate that, in the absence of the variance, no reasonable use can be made of the property.**

With the building height of 72 feet and length of 722 feet this would be overpowering to pedestrians. Breaking up the building with different angles and distances from the setback will provide a more inviting pedestrian experience. This will enable more public engagement by providing more outdoor seating and gathering areas.

- (2) **The hardship results from conditions that are peculiar to the property, such as location, size, or topography. Hardships resulting from personal circumstances, as well as hardships resulting from conditions that are common to the neighborhood or the general public, may not be the basis for granting a variance.**

The Calvert Ice Sports complex is considered an Icon building and will be providing many services to the community. The building size is unique to the Innovation District (approx. 272,044 sq ft with an approx. building height of 72 ft.)

- (3) **The hardship did not result from actions taken by the applicant or the property owner. The act of purchasing property with knowledge that circumstances exist that may justify the granting of a variance shall not be regarded as a self-created hardship.**

The PUD didn't take into consideration the size and scale of the proposed building.

- (4) **The requested variance is consistent with the spirit, purpose, and intent of the ordinance, such that public safety is secured, and substantial justice is achieved.**

We believe we are meeting the spirit and intent of the ordinance by limiting the amount the building facade so close to the public ROW. The building and site will be providing a formal grand entrance with planting, water features, and public gathering places in lieu of meeting the 50% coverage requirements

Certificate of Completion

I certify that all information presented in this petition is accurate to the best of my knowledge and belief. Further, I grant permission for members of the Board of Adjustment and Town Staff to visit the site in question for informational, advertisement, and inspection needs.

Signature of Applicant: Trent Rogers

Date: 6/16/20

Signature of Owner: Marty Linn

Date: 6.16.20

Marty Linn - Calvert Sports Academy & Development Center

VARIANCE OF DEVELOPMENT STANDARDS PETITION

The current Filing Fees can be found on-line in the Town of Holly Springs Fee Schedule:
<http://www.hollyspringsnc.us/planning>



Variance Request (please be specific)

UDO Section No.: Carolina Springs PUD
 Section Title: Section 04: Districts: Innovation District page 31
 Specific Variance Request: Reduce from 50% to 22%, the visible building facade facing a street at the maximum 20 foot setback along the south frontage. (Carolina Springs Blvd.)

For DPZ Use only

Project # 20-VARTC-04Fees Paid: \$ 100.00

Date Received:

☐ BOA☒ Town Council

Project Information

Project Name Calvert Sports Academy and Development Center
If this project is part of a previously approved plan, please specify:
 PUD/Master Plan/Subdivision Carolina Springs Shopping Center/Lot # Innovation District
 Project Location Old Holly Springs Apex Road / Veridea Parkway
Use street address. If none, use the closest intersection
☐ Within Corporate Limits ☒ Within Holly Springs ETJ ☐ Pending Annexation
 PIN 0730533724 Real Estate ID REID:0292227 (Wake County)

Project Acreage 12.6 Current Zoning Innovation District
 Scoping Meeting Date : 1/16/2019 Concept Meeting Date: 3/5/2020

If the Concept Meeting Date is not within 8 weeks of the submittal date, another Concept Meeting is required prior to submittal.

Petition Contact Information (complete each contact in its entirety- please print or type)

Project Applicant/Contact

(check one) ☐ Owner ☐ Owner's Agent ☐ Design Professional ☐ Developer ☒ Other: Primary Contact
 Name Trent Rogers Company Clark Nexsen
 Mailing Address 333 Fayetteville Street, Suite 1000
 City _____ State NC Zip 27601
 Telephone # (919) 576-2138 E-Mail trogers@clarknexsen.com
 How would you like to receive staff review comments? ☒ E-Mail ☐ US Mail
 How would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified

Developer

Name Russ McLauchlan Company Calvert Sports Academy & Development Center, LLC
 Mailing Address 1225 Crescent Green, Suite 115
 City Cary State NC Zip 27518
 Telephone # (919) 495-8650 E-Mail rmclauchlan@calvertholdings.com
 How would you like to receive staff review comments? ☒ E-Mail ☐ US Mail
 How would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified

Property Owner

Name Russ McLauchlan Company Calvert Sports Academy & Development Center, LLC
 Mailing Address 1225 Crescent Green, Suite 115
 City Cary State NC Zip 27518
 Telephone # (919) 495-8650 E-Mail rmclauchlan@calvertholdings.com
 How would you like to receive staff review comments? ☒ E-Mail ☐ US Mail
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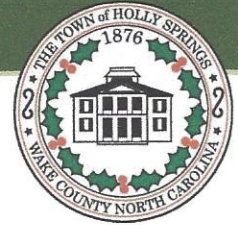
VARIANCE OF DEVELOPMENT STANDARDS

FINDINGS OF FACT

You must respond to all findings; please type or print legibly in blue or black ink.

Project Information

Project Name: Calvert Sports Academy and Development Center



Findings of Fact

A petition for Variance of Development Standards may only be approved upon the presentation of sufficient evidence. Please include as much detailed information or unique conditions that would enable the Board to make a written determination that:

For DPZ Use only

Project # 20-VARTC-04

Date Received:

- (1) **Unnecessary hardship would result from the strict application of the ordinance. It shall not be necessary to demonstrate that, in the absence of the variance, no reasonable use can be made of the property.**

With the building height of 72 feet and length of 216 feet this would be overpowering to pedestrians.

- (2) **The hardship results from conditions that are peculiar to the property, such as location, size, or topography. Hardships resulting from personal circumstances, as well as hardships resulting from conditions that are common to the neighborhood or the general public, may not be the basis for granting a variance.**
- The Calvert Ice Sports complex is considered an Icon building and will be providing many services to the community. The building size is unique to the Innovation District (approx. 272,044 sq ft with an approx. building height of 72 ft.) The building fronts Carolina Springs Blvd. along a curve and the road pulls away from the building resulting in the facade being located further than the maximum 20 foot setback.

- (3) **The hardship did not result from actions taken by the applicant or the property owner. The act of purchasing property with knowledge that circumstances exist that may justify the granting of a variance shall not be regarded as a self-created hardship.**

The PUD didn't take into consideration the size and scale of the proposed building.

- (4) **The requested variance is consistent with the spirit, purpose, and intent of the ordinance, such that public safety is secured, and substantial justice is achieved.**

We believe we are meeting the spirit and intent of the ordinance by limiting the amount the building facade so close to the public ROW. The building and site will be providing a formal grand entrance with planting, water features, and public gathering places in lieu of meeting the 50% coverage requirements

Certificate of Completion

I certify that all information presented in this petition is accurate to the best of my knowledge and belief. Further, I grant permission for members of the Board of Adjustment and Town Staff to visit the site in question for informational, advertisement, and inspection needs.

Signature of Applicant: Trent Rogers

Date: 6/16/20

Signature of Owner: Marty Linn

Date: 6.16.20

Marty Linn, Calvert Sports Academy & Development Center

DUKE ENERGY PROGRESS, INC

CALVERT SPORTS ACADEMY AND
DEVELOPMENT CENTER

CAROLINA SPRINGS PUD
100 ICE BARN ROAD
HOLLY SPRINGS, NC

DESIGNER

CLARK NEXSEN

4525 Main Street, Suite 1400
Virginia Beach, VA 23462
PH: 757.455.5800
FAX: (757) 455-5638

CONSULTANT

SEALS

NORTH CAROLINA
PROFESSIONAL
SEAL
41208
628429
NOT FOR CONSTRUCTION
JAYSON M. MONROE
ENGINEER

AMM
RSP
CTA

SUBMITTAL
JUNE 24, 2020

DEVELOPMENT PLAN
NOT FOR
CONSTRUCTION

REVISIONS

KEY PLAN

SHEET

TITLE SHEET

GI001

SHEET - OF XX -

DESIGN: AMM
DRAWN: RSP
REVIEW: CTA

CN 7157

Spall checked by TREAGER on 03/19/2020 10:12am

D

C

cwilliams

B

i:\Projects\7000\7157-Calvert Sports Academy\CAD\Sheets\C-C-001.dwg Wed, 24 Jun 2020 - 11:41 am

1

GENERAL NOTES

- ALL WATER UTILITY CONSTRUCTION METHODS, MATERIALS AND TESTING SHALL BE IN ACCORDANCE WITH THE CITY OF HOLLY SPRINGS STANDARDS AND SPECIFICATIONS. ALL SANITARY SEWER UTILITY CONSTRUCTION METHODS, MATERIALS AND TESTING SHALL BE IN ACCORDANCE WITH THE CITY OF HOLLY SPRINGS STANDARDS AND SPECIFICATIONS.
- INSTALL WATERLINES WITH A MINIMUM 3-FT OF COVER (UNLESS OTHERWISE INDICATED) AND PROVIDE CONCRETE THRUST BLOCKING AT ALL BENDS AND TEES.
- COORDINATE AND SCHEDULE INSTALLATION OF UTILITIES WITH UTILITY COMPANIES AND OTHER TRADES INCLUDING BUT NOT LIMITED TO: NATURAL GAS, ELECTRICITY, TELEPHONE AND CATV.
- VERIFY EXISTING CONDITIONS, HORIZONTAL AND VERTICAL LOCATION OF EXISTING UTILITIES, AND CONNECTIONS TO EXISTING UTILITIES PRIOR TO CONSTRUCTION. CONTACT NC811 AT LEAST (2) TWO BUSINESS DAYS PRIOR TO EXCAVATION OF EXISTING GROUND. NOTIFY ENGINEER IF ANY DISCREPANCIES ARE DISCOVERED.
- CONTRACTOR IS RESPONSIBLE FOR DAMAGES DURING CONSTRUCTION AND SHALL MAKE REPAIRS AT NO EXPENSE TO THE OWNER.
- SURFACES DISTURBED DURING UTILITY CONSTRUCTION SHALL BE REPAIRED TO PRE-CONSTRUCTION CONDITIONS WHERE FINISHED GRADES AND SURFACES ARE NOT INDICATED.
- EXTEND WATER AND FIRE SERVICES TO WITHIN 5' OF BUILDING. PROVIDE FITTINGS NECESSARY FOR CONNECTIONS TO BUILDING WATER AND FIRE SERVICES. COORDINATE WITH PLUMBING AND FIRE PROTECTION PLANS AND CONTRACTORS.
- EXTEND SANITARY SEWER SERVICES TO WITHIN 5' OF BUILDING. INSTALL CLEANOUT AND PROVIDE FITTINGS AND MAKE CONNECTIONS TO BUILDING SEWER SERVICES. COORDINATE WITH PLUMBING PLANS AND CONTRACTOR.
- DIMENSIONS SHOWN ARE TO FACE OF CURB AND FACE OF BUILDING WALL, UNLESS OTHERWISE INDICATED.
- FIELD VERIFY DIMENSIONS INDICATED AND NOTIFY ENGINEER OF ANY DISCREPANCIES.
- CONSTRUCTION STAKING IS THE RESPONSIBILITY OF THE CONTRACTOR.
- PAVEMENT MARKINGS AND SIGNAGE SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF THE "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES."
- NO CHANGES TO ANY ASPECT OF THIS SITE PLAN, INCLUDING BUT NOT LIMITED TO, LANDSCAPING, GRADING, BUILDING ELEVATIONS (ESPECIALLY COLORS), LIGHTING, OR UTILITIES SHALL BE MADE WITHOUT THE APPROVAL OF THE TOWN OF HOLLY SPRINGS.
- THE SIZE OF THE PLANTING AREA AND SIZE OF PLANT MATERIAL AT MATURITY SHALL ALLOW FOR A 2.0 FOOT BUMPER OVERHANG FROM THE BACK OF CURB.
- UTILITY EQUIPMENT AND FACILITIES ASSOCIATED WITH ON-SITE ELECTRIC, CABLE, TELEPHONE, GAS OR OTHER SIMILAR UTILITIES SHALL BE SCREENED, TO THE EXTENT POSSIBLE, WITH EVERGREEN PLANTINGS. PLANTINGS SHALL ALLOW FOR A MINIMUM OF 5 FEET CLEARANCE AROUND THE STRUCTURE TO ALLOW FOR ACCESS. ADDITIONALLY, ANY SIDE OF THE STRUCTURE HAVING A DOOR OR LOCK, THE PLANTINGS SHALL ALLOW FOR A 10 FOOT CLEARANCE. THE AMOUNT OF CLEARANCE SHALL ACCOUNT FOR THE SIZE OF THE PLANT MATERIAL AT MATURITY.
- COMPLY WITH STATE AND LOCAL CODES IN OBSERVING EROSION CONTROL MEASURES BOTH ON AND OFF SITE.
- OPEN STORM PIPES SHALL BE PROTECTED WITH STONE FILTER PROTECTION AFTER WORK STOPPAGE EACH DAY AND WEEKENDS UNTIL BOXES ARE CONSTRUCTED.
- STORM DRAINAGE PIPES SHALL BE THOROUGHLY FLUSHED OF SEDIMENT FOLLOWING SITE STABILIZATION. INTERIOR FLUSHING OF SYSTEM SHALL BE PERFORMED AS NEEDED TO MAINTAIN PROPER FUNCTIONING OF THE DRAINAGE SYSTEM.
- ROADS IN FRONT OF PROJECT SHALL BE KEPT CLEAN OR A WASH STATION WILL BE REQUIRED.
- EROSION CONTROL PLAN REVIEW AND SITE INSPECTIONS WILL BE PERFORMED BY WAKE COUNTY.
- UTILITIES OR STRUCTURES NOT INDICATED FOR REMOVAL OR MODIFICATION ARE TO REMAIN AND BE PROTECTED FROM DAMAGE.
- WASTE MATERIAL GENERATED FROM DEMOLITION OF STRUCTURES/UTILITIES SHALL BE DISPOSED OF OFF-SITE IN ACCORDANCE WITH APPLICABLE RULES AND REGULATIONS.
- INSTALL TREE PROTECTION FENCING PRIOR TO BEGINNING CLEARING OPERATIONS. CLEAR AND GRUB AREAS AS SHOWN AND REQUIRED TO PERMIT INSTALLATION OF NEW CONSTRUCTION PER SPECIFICATIONS AND DRAWINGS. EXISTING TREES, SHRUBS OR OTHER LANDSCAPE MATERIAL WHICH WILL CONFLICT WITH NEW CONSTRUCTION SHALL BE REMOVED. NOTIFY ENGINEER IF EXISTING VEGETATION IS IN CONFLICT WITH THESE PLANS.
- PRIOR TO DEMOLISHING EXISTING STRUCTURES, MAKE AN INSPECTION FOR ANY HAZARDOUS MATERIALS. CONTACT ARCHITECT/ENGINEER IMMEDIATELY IF ANY HAZARDOUS MATERIALS ARE DISCOVERED. CAP AND REMOVE UTILITY SERVICES, FUEL TANKS AND SEPTIC SYSTEMS. ALL WORK TO BE PERFORMED IN ACCORDANCE WITH APPLICABLE FEDERAL, STATE AND LOCAL REGULATIONS.
- PROTECT ADJACENT PROPERTIES, THE GENERAL PUBLIC AND THE OWNER'S FACILITIES. SHOULD DAMAGES OCCUR, REPAIR IMMEDIATELY AS DIRECTED BY THE ARCHITECT/ENGINEER.
- WORK SHALL BE IN STRICT ACCORDANCE WITH APPLICABLE FEDERAL, STATE AND LOCAL CONSTRUCTION AND SAFETY STANDARDS, SPECIFICATIONS AND DETAILS.
- EXISTING VAULTS, MANHOLES, STORM DRAIN STRUCTURES, CLEANOUTS, ETC. SHALL BE ADJUSTED AS NEEDED TO MATCH FINISH GRADE.
- BACKFILL, COMPACTION, SOILS TESTING, ETC. SHALL BE PERFORMED BY THE OWNER'S INDEPENDENT TESTING LABORATORY. (SEE SPECIFICATIONS)
- ENSURE POSITIVE DRAINAGE AWAY FROM EXISTING AND NEW BUILDINGS.
- SIDEWALK DEMOLITION SHALL BE TO NEAREST JOINT OR SAWCUT PERPENDICULAR TO SIDEWALK.
- BY REFERENCING ROADWAY IMPROVEMENTS ON THE PLAN, THE APPLICANT AGREES TO CONSTRUCT SAID IMPROVEMENTS PRIOR TO THE ISSUANCE OF ANY CERTIFICATE OF OCCUPANCY IN A MANNER THAT WILL ALLOW THEM TO FUNCTION AS NOTED ON THE PLAN AND IN ACCORDANCE WITH NCDOT AND TOWN OF HOLLY SPRINGS STANDARDS AND POLICIES. THIS INCLUDES (WHERE APPROPRIATE) BUT IS NOT LIMITED TO: ADEQUATE TRANSITION TAPERS, ALIGNMENT OF LANES THROUGH INTERSECTIONS, ASSOCIATED SIGNAL MODIFICATIONS, PAVEMENT MARKINGS, ASSOCIATED SIGNAGE, CURB AND GUTTER, COORDINATION WITH OTHER PROPOSED ROADWAY IMPROVEMENTS AND BIKE LANES. THE APPLICANT ALSO ACCEPTS THE FINANCIAL RESPONSIBILITY FOR ACQUISITION OF ANY ADDITIONAL RIGHT-OF-WAY NECESSARY TO ACCOMMODATE THESE IMPROVEMENTS AND ANY REQUIRED SIDEWALK CONSTRUCTION.

SLOPE AND SURFACE STABILIZATION

- TEMPORARY OR PERMANENT GROUND COVER SHALL BE PROVIDED ON ALL SLOPES WITHIN 15 WORKING DAYS OF COMPLETION OF ANY PHASE OF GRADING.
- THE ABOVE REQUIREMENTS ARE THE MINIMUM NECESSARY TO MEET EROSION AND SEDIMENT CONTROL REGULATIONS. THE CONTRACT DOCUMENTS INCLUDE ADDITIONAL SEEDING AND STABILIZATION REQUIREMENTS AND SCHEDULES WHICH MAY EXCEED THOSE ABOVE.
- SLOPE EROSION CONTROL MATTING SHALL BE INSTALLED FOR TEMPORARY STABILIZATION DURING THE ESTABLISHMENT OF VEGETATIVE COVER ON ALL STEEP SLOPES (6:1 OR STEEPER). INSTALL MATTING PER MANUFACTURER'S INSTRUCTIONS.

2

MAINTENANCE PLAN

- ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE CHECKED FOR STABILITY AND OPERATION FOLLOWING EVERY RUNOFF-PRODUCING RAINFALL BUT IN NO CASE LESS THAN ONCE EVERY WEEK. ANY NEEDED REPAIRS SHALL BE MADE IMMEDIATELY TO MAINTAIN ALL MEASURES AS DESIGNED.
- REMOVE SEDIMENT FROM BEHIND SILT FENCE WHEN DEPTH REACHES 6-INCHES AT THE FENCE. REPAIR SILT FENCE AS NECESSARY TO MAINTAIN A BARRIER.
- ALL SEEDED AREAS SHALL BE FERTILIZED, RE-SEEDED AS NECESSARY, AND MULCHED ACCORDING TO PROJECT SPECIFICATIONS TO MAINTAIN A VIGOROUS, DENSE VEGETATIVE GROWTH.
- TREE PROTECTION FENCING SHALL BE MAINTAINED ON THE SITE UNTIL ALL SITE WORK IS COMPLETED AND THE FINAL SITE INSPECTION PRIOR TO THE CERTIFICATE OF OCCUPANCY (C.O.) IS SCHEDULED. THE FENCING SHALL BE REMOVED PRIOR TO FINAL SITE INSPECTION FOR THE C.O.

CAPE FEAR RIVER BASIN NOTES

- THE CAPE FEAR RIVER BASIN HAS A 30-FOOT STREAM BUFFER. THIS BUFFER IS DIVIDED INTO TWO ZONES CFB1 AND CFB2. ZONE CFB1 IS THE 20 FEET LANDWARD ADJACENT TO THE STREAM BANK ON BOTH SIDES. ZONE CFB2 IS THE 10 FEET LANDWARD ADJACENT TO CFB1.
- ZONE CFB1 OF THE BUFFER MUST BE LEFT COMPLETELY UNDISTURBED.
- NO FILL MATERIAL MAY BE BROUGHT INTO THE CFB1 BUFFERS.
- NO STRUCTURES ARE ALLOWED WITHIN ANY OF THE CAPE FEAR RIVER BASIN BUFFER AREAS.

4

5

DUKE ENERGY PROGRESS, INC
CALVERT SPORTS ACADEMY AND DEVELOPMENT CENTER
CAROLINA SPRINGS PUD
100 ICE BARN ROAD
HOLLY SPRINGS, NC

DESIGNER



CLARK NEXSEN

4525 Main Street, Suite 1400
Virginia Beach, VA 23462
PH: 757.455.5800
FAX: (757) 455-5638

CONSULTANT

SEALS



NOT FOR CONSTRUCTION

SUBMITTAL

JUNE 24, 2020

**DEVELOPMENT PLAN
NOT FOR
CONSTRUCTION**

REVISIONS

KEY PLAN

SHEET

GENERAL NOTES

C-001

SHEET - OF XX -

DESIGN: **AMM**
DRAWN: **RSP**
REVIEW: **CTA**

CN 7157

12345

MAP UNIT LEGEND

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
AaA	Altavista fine sandy loam, 0 to 4 percent slopes, rarely flooded	19.5	2.1%
CaB	Carbonton-Brickhaven complex, 2 to 6 percent slopes	90.4	9.9%
CaC	Carbonton-Brickhaven complex, 6 to 10 percent slopes	46.9	5.1%
CaD	Carbonton-Brickhaven complex, 10 to 15 percent slopes	102.1	11.2%

GENERAL NOTES

- BOUNDARY AND EASEMENT INFORMATION PROVIDED BY A FIELD SURVEY CONDUCTED BY BATEMAN CIVIL SURVEY COMPANY ON 11/06/2017.
- WETLAND, BUFFER, AND STREAM DETERMINATION PROVIDED BY SOIL & ENVIRONMENTAL CONSULTANTS, PA AND CONFIRMED BY USACE AND NCDWR ON 07/12/2017.
- TOPOGRAPHY FROM GIS.
- STATE PLANE COORDINATES AS SHOWN WERE ESTABLISHED BY STATIC GPS METHOD, BASED ON CORS DATA, AND THE DATUM IS NAD 83-2011 (EPOCH 2010.00) THE PROJECT COMBINED FACTOR = 0.99989082. PROJECT COORDINATES ARE LOCALIZED ON BATEMAN PT #1 (#5 REBAR SET WITH PLASTIC CAP) AND HAVE STATE PLANE COORDINATES OF N=702591.84' E=2035789.29'. VERTICAL DATUM BASED ON NAVD 88 (COMPUTED USING GEOID 12B).
- THERE ARE NO HISTORIC RESOURCES IDENTIFIED WITHIN THE PROJECT AREA ACCORDING TO "VISION HOLLY SPRINGS: THE TOWN OF HOLLY SPRINGS COMPREHENSIVE PLAN"

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CONSULTANT

SEALS



SUBMITTAL

JUNE 24, 2020

**DEVELOPMENT PLAN
NOT FOR
CONSTRUCTION**

REVISIONS

KEY PLAN

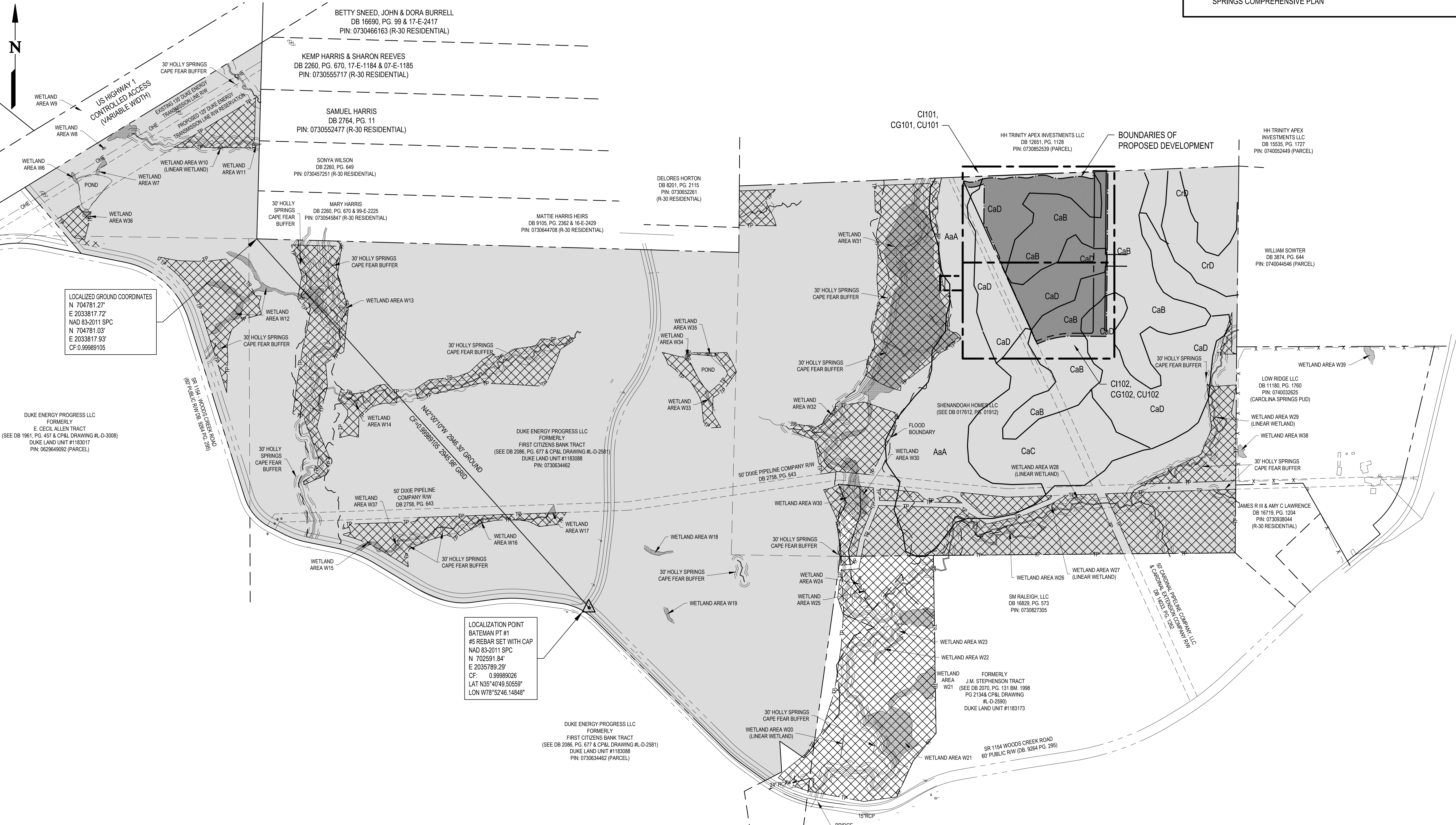
SHEET

**EXISTING
CONDITIONS,
BASE DATA AND
KEY PLAN
C-101**

DESIGN: **AMM**
DRAWN: **RSP**
REVIEW: **CTA**

CN 7157

SHEET - OF XX -



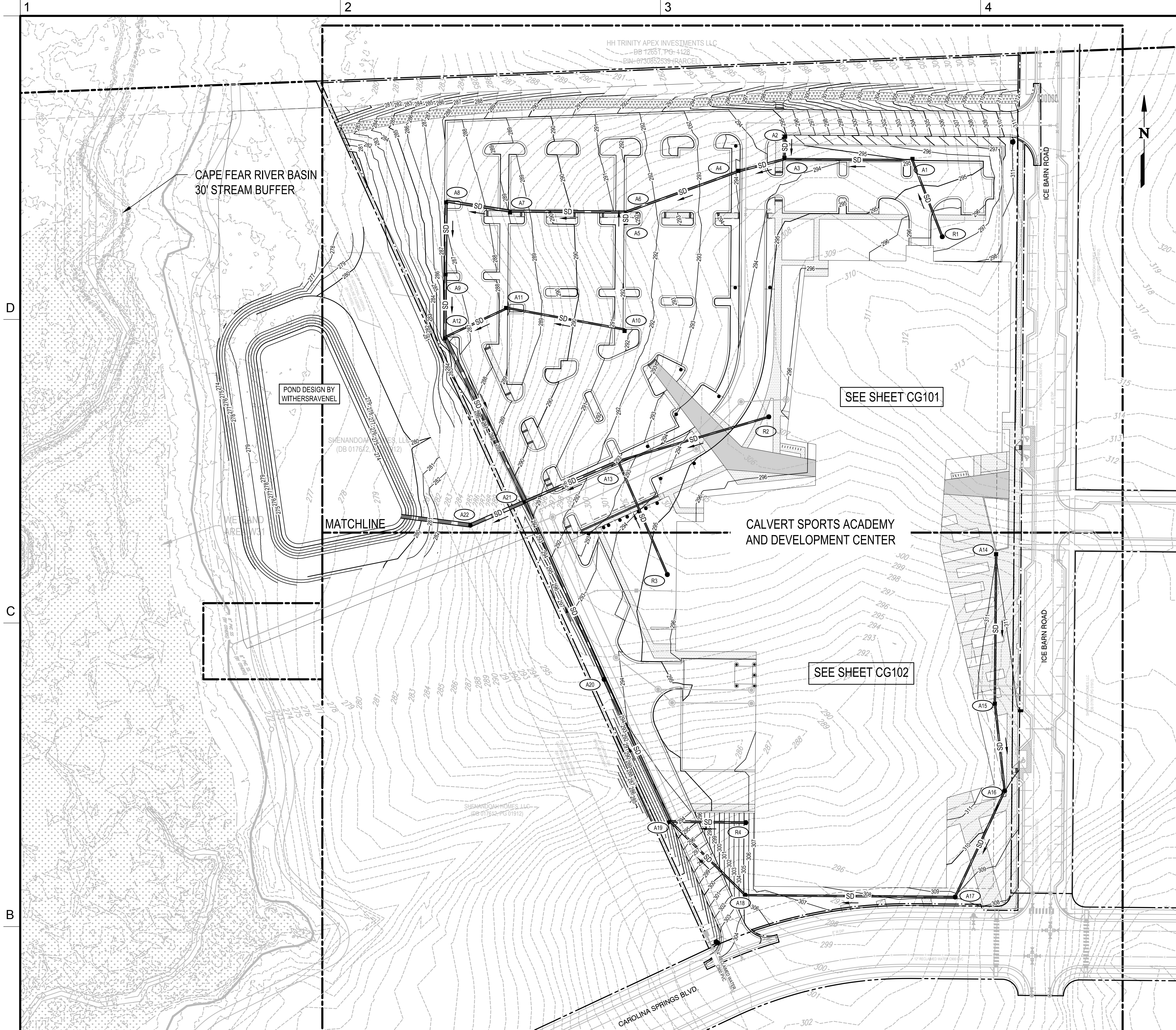
OVERALL EXISTING CONDITIONS, BASE DATA AND KEY PLAN

SCALE: 1" = 300'

GRAPHIC SCALE



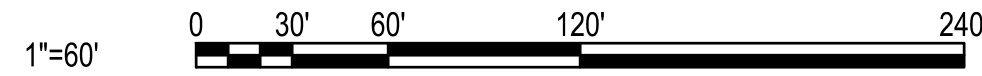
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OVERALL GRADING PLAN

1" = 60'

GRAPHIC SCALE



STORM STRUCTURE SCHEDULE	
ID:	DETAILS:
A1	N:705068.86 E:2038088.40 RIM=294.96 INV IN=290.00(S-15") INV OUT=290.00(W-18")
A2	N:705087.13 E:2038526.14 RIM=295.41 INV OUT=288.83(S-15")
A3	N:705060.12 E:2038525.40 RIM=294.12 INV IN=288.56(E-18") INV IN=288.56(N-15") INV OUT=288.56(W-18")
A4	N:705047.06 E:2038475.24 RIM=293.79 INV IN=288.04(E-18") INV OUT=288.04(W-18")
A5	N:704986.68 E:2038346.75 RIM=291.71 INV OUT=285.38(N-15")
A6	N:705000.68 E:2038346.87 RIM=291.73 INV IN=285.31(E-18") INV IN=285.31(S-15") INV OUT=285.31(W-24")
A7	N:705001.82 E:2038216.88 RIM=289.05 INV IN=282.71(E-24") INV OUT=282.71(W-24")
A8	N:705013.05 E:2038144.98 RIM=287.66 INV IN=281.26(E-24") INV OUT=281.26(S-24")
A9	N:704932.03 E:2038144.26 RIM=287.21 INV IN=280.45(N-24") INV OUT=280.45(S-24")

STORM STRUCTURE SCHEDULE	
ID:	DETAILS:
A10	N:704868.69 E:2038397.21 RIM=294.00 INV IN=288.50(E-18") INV IN=288.50(SE-15") INV OUT=288.50(NW-24")
A11	N:704892.85 E:2038213.88 RIM=288.48 INV IN=283.32(E-15") INV OUT=283.32(SW-15")
A12	N:704860.06 E:2038143.63 RIM=286.81 INV IN=279.73(N-24") INV IN=281.77(NE-15") INV OUT=279.73(SE-36")
A13	N:704720.73 E:2038338.45 RIM=293.07 INV IN=289.00(SE-15") INV IN=289.00(E-15") INV OUT=287.14(SW-24")
A14	N:704614.64 E:2038763.46 RIM=311.01 INV OUT=306.50(S-15")
A15	N:704449.61 E:2038762.02 RIM=310.51 INV IN=304.85(N-15") INV OUT=304.85(S-15")
A16	N:704350.22 E:2038773.07 RIM=310.02 INV IN=303.85(N-15") INV OUT=303.85(SW-15")
A17	N:704230.77 E:2038717.36 RIM=308.23 INV IN=302.53(NE-15") INV OUT=302.53(W-15")
A18	N:704232.84 E:2038481.32 RIM=305.28 INV IN=300.17(E-15") INV OUT=294.40(NW-15")

STORM STRUCTURE SCHEDULE	
ID:	DETAILS:
A19	N:704315.68 E:2038397.21 RIM=294.00 INV IN=288.50(E-18") INV IN=288.50(SE-15") INV OUT=288.50(NW-24")
A20	N:704475.39 E:2038322.67 RIM=294.80 INV IN=286.74(SE-24") INV OUT=286.74(NW-24")
A21	N:704675.51 E:2038234.21 RIM=291.12 INV IN=278.70(NW-36") INV IN=284.55(SE-24") INV IN=286.00(NE-24") INV OUT=275.06(SW-36")
A22	N:704648.66 E:2038172.28 RIM=285.97 INV IN=274.39(NE-36") INV OUT=274.39(W-42")
OUTFALL	N:704658.70 E:2038094.52 RIM=NA INV IN=274.00(E-42")
R1	N:704973.00 E:2038702.91 RIM=296.54 INV OUT=290.92(N-15")
R2	N:704770.49 E:2038507.92 RIM=295.63 INV OUT=290.77(W-15")
R3	N:704593.23 E:2038393.75 RIM=295.60 INV OUT=290.39(NW-15")
R4	N:704314.32 E:2038482.03 RIM=305.37 INV OUT=292.74(W-18")

STORM PIPING SCHEDULE	
ID	DETAILS:
A1-A3	144 LF - 18" RCP @ 1.00%
A2-A3	27 LF - 15" RCP @ 1.00%
A3-A4	52 LF - 18" RCP @ 1.00%
A4-A6	136 LF - 18" RCP @ 2.00%
A5-A6	14 LF - 15" RCP @ 0.50%
A6-A7	130 LF - 24" RCP @ 2.00%
A7-A8	73 LF - 24" RCP @ 2.00%
A8-A9	81 LF - 24" RCP @ 1.00%
A9-A12	72 LF - 24" RCP @ 1.00%
A10-A11	134 LF - 15" RCP @ 2.00%
A11-A12	78 LF - 15" RCP @ 2.00%
A12-A21	206 LF - 36" RCP @ 0.50%
A13-A21	114 LF - 24" RCP @ 1.00%
A14-A15	165 LF - 15" RCP @ 1.00%
A15-A16	100 LF - 15" RCP @ 1.00%
A16-A17	132 LF - 15" RCP @ 1.00%
A17-A18	236 LF - 15" RCP @ 1.00%
A18-A19	118 LF - 15" RCP @ 5.00%
A19-A20	176 LF - 24" RCP @ 1.00%
A20-A21	219 LF - 24" RCP @ 1.00%

STORM PIPING SCHEDULE	
ID	DETAILS:
A21-A22	68 LF - 36" RCP @ 1.00%
A22-OUTFALL	78 LF - 42" RCP @ 0.50%
R1-A1	92 LF - 15" RCP @ 1.00%
R2-A13	177 LF - 15" RCP @ 1.00%
R3-A13	139 LF - 15" RCP @ 1.00%
R4-A19	85 LF - 18" RCP @ 5.00%

DUKE ENERGY PROGRESS, INC
CALVERT SPORTS ACADEMY AND DEVELOPMENT CENTER
CAROLINA SPRINGS PUD
100 ICE BARN ROAD
HOLLY SPRINGS, NC

DESIGNER

CLARK NEXSEN

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PH: 757.455.5800
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CONSULTANT

SEALS



SUBMITTAL

JUNE 24, 2020

**DEVELOPMENT PLAN
NOT FOR
CONSTRUCTION**

REVISIONS

KEY PLAN

SHEET

**OVERALL
GRADING PLAN**

CG100

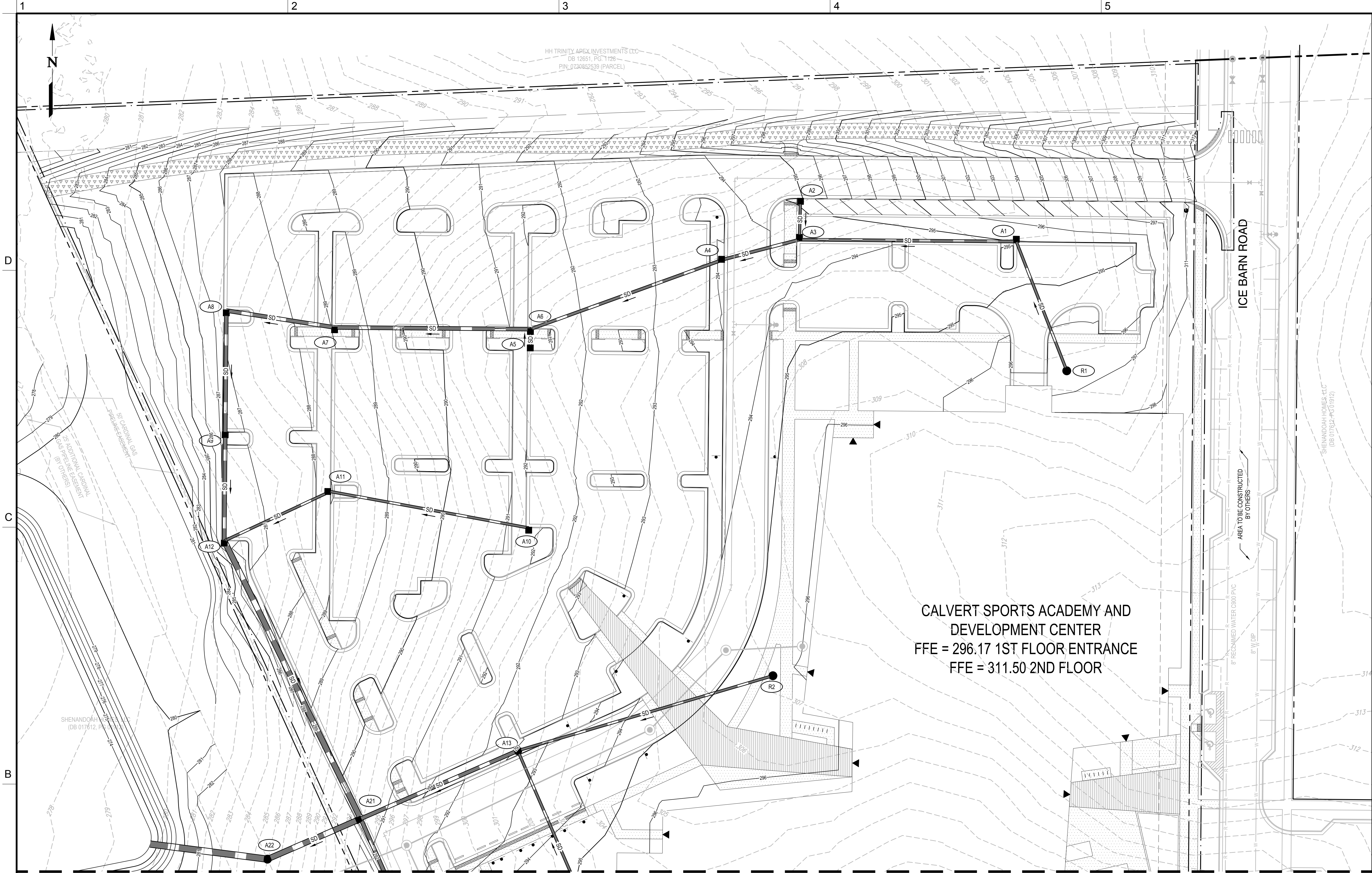
SHEET - OF XX -

DESIGN: AMM
DRAWN: AMM
REVIEW: CTA

CN 7157

Spell checked by TWEAVER on 03/19/2020 4:44pm

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GRADING AND DRAINAGE PLAN

1" = 30'

GENERAL NOTES

- SEE CG100 FOR STORM STRUCTURE AND PIPE SCHEDULE

MATCHLINE - SEE SHEET CG102

GRAPHIC SCALE



GRADING AND DRAINAGE PLAN

CG101

DUKE ENERGY PROGRESS, INC
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KEY PLAN

SHEET

SHEET

OF

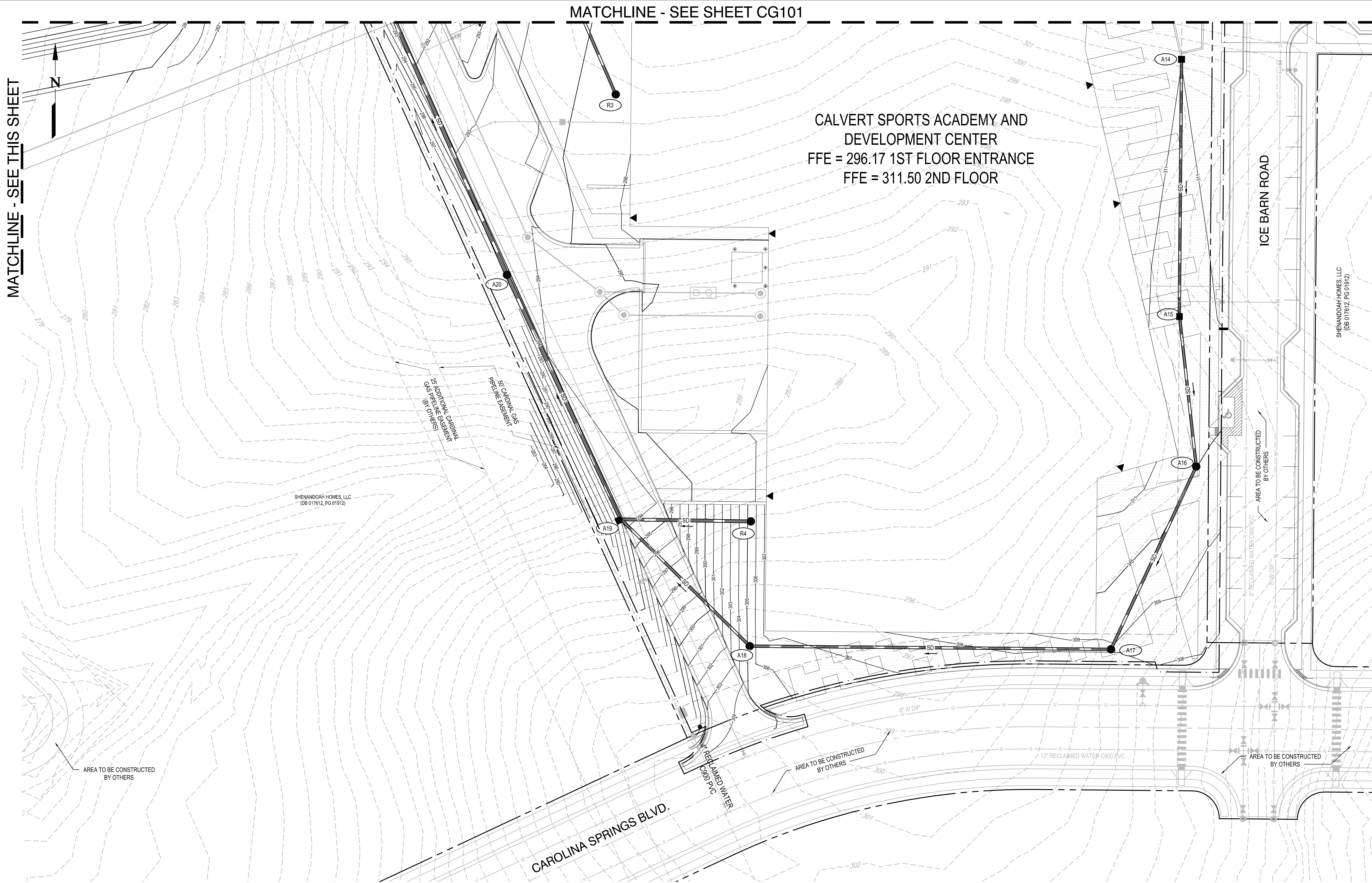
XX

CN 7157

I:\Projects\7000\7157-Covert Sports Academy\CAD\Sheets\CG102.dwg Wed 01 Jul 2020 - 2:32pm trogers

Spell checked by TWEAVER on 03/30/2020 8:09am

1 2 3 4 5
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GRADING AND DRAINAGE PLAN

1" = 30'

GENERAL NOTES

1. SEE CG100 FOR STORM STRUCTURE AND PIPE SCHEDULE

GRADING AND DRAINAGE PLAN

1" = 30'

GRAPHIC SCALE

1"=30' 0 30' 60' 120'

DUKE ENERGY PROGRESS, INC
CALVERT SPORTS ACADEMY AND DEVELOPMENT CENTER
CAROLINA SPRINGS PUD
100 ICE BARN ROAD
HOLLY SPRINGS, NC

DESIGNER

CLARKNEXSEN

4525 Main Street, Suite 1400
Virginia Beach, VA 23462
PH: 757.455.5800
FAX: (757) 455-5638

CONSULTANT

SEALS



SUBMITTAL

JUNE 24, 2020

DEVELOPMENT PLAN
NOT FOR
CONSTRUCTION

REVISIONS

KEY PLAN

SHEET

GRADING AND
DRAINAGE PLAN

CG102

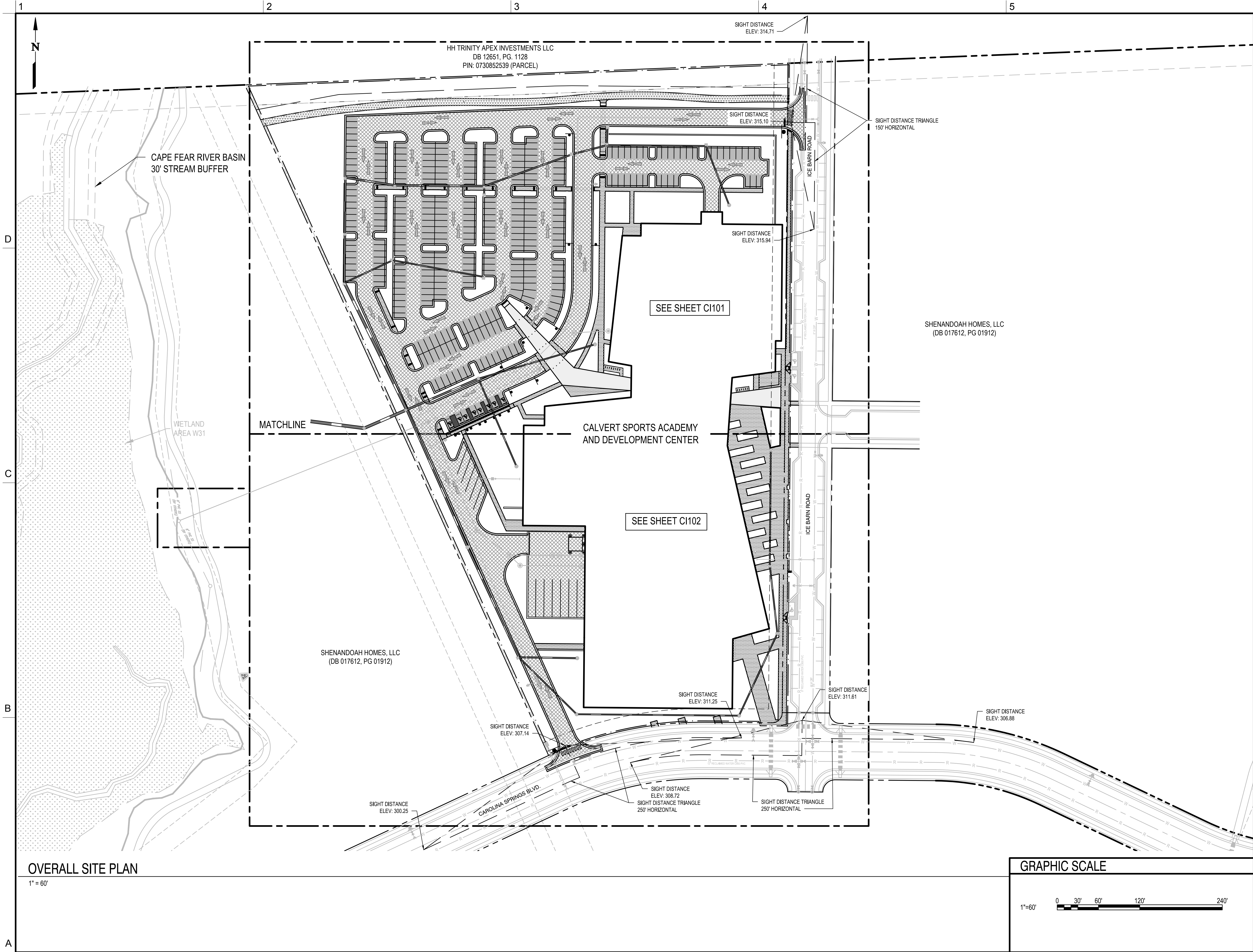
SHEET - OF XX -

DESIGN: AMM
DRAWN: AMM
REVIEW: CTA

CN 7157

Spell checked by TWEAVER on 03/30/2020 8:10am

I:\Projects\7000\7157-Calvert Sports Academy\CAD\Sheets\C10100.dwg Wed, 24 Jun 2020 - 1:44am cwilliams



DUKE ENERGY PROGRESS, INC
**CALVERT SPORTS ACADEMY AND
DEVELOPMENT CENTER**
CAROLINA SPRINGS PUD
100 ICE BARN ROAD
HOLLY SPRINGS, NC

DESIGNER



CLARK NEXSEN

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CONSULTANT

SEALS



NOT FOR CONSTRUCTION

SUBMITTAL

JUNE 24, 2020

DEVELOPMENT PLAN
NOT FOR
CONSTRUCTION

REVISIONS

KEY PLAN

SHEET

**OVERALL SITE
PLAN AND SIGHT
TRIANGLES**

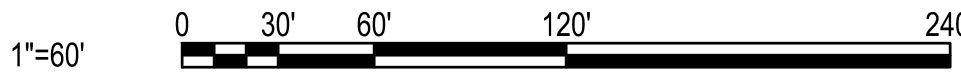
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SHEET - OF XX -

DESIGN: **AMM**
DRAWN: **RSP**
REVIEW: **CTA**

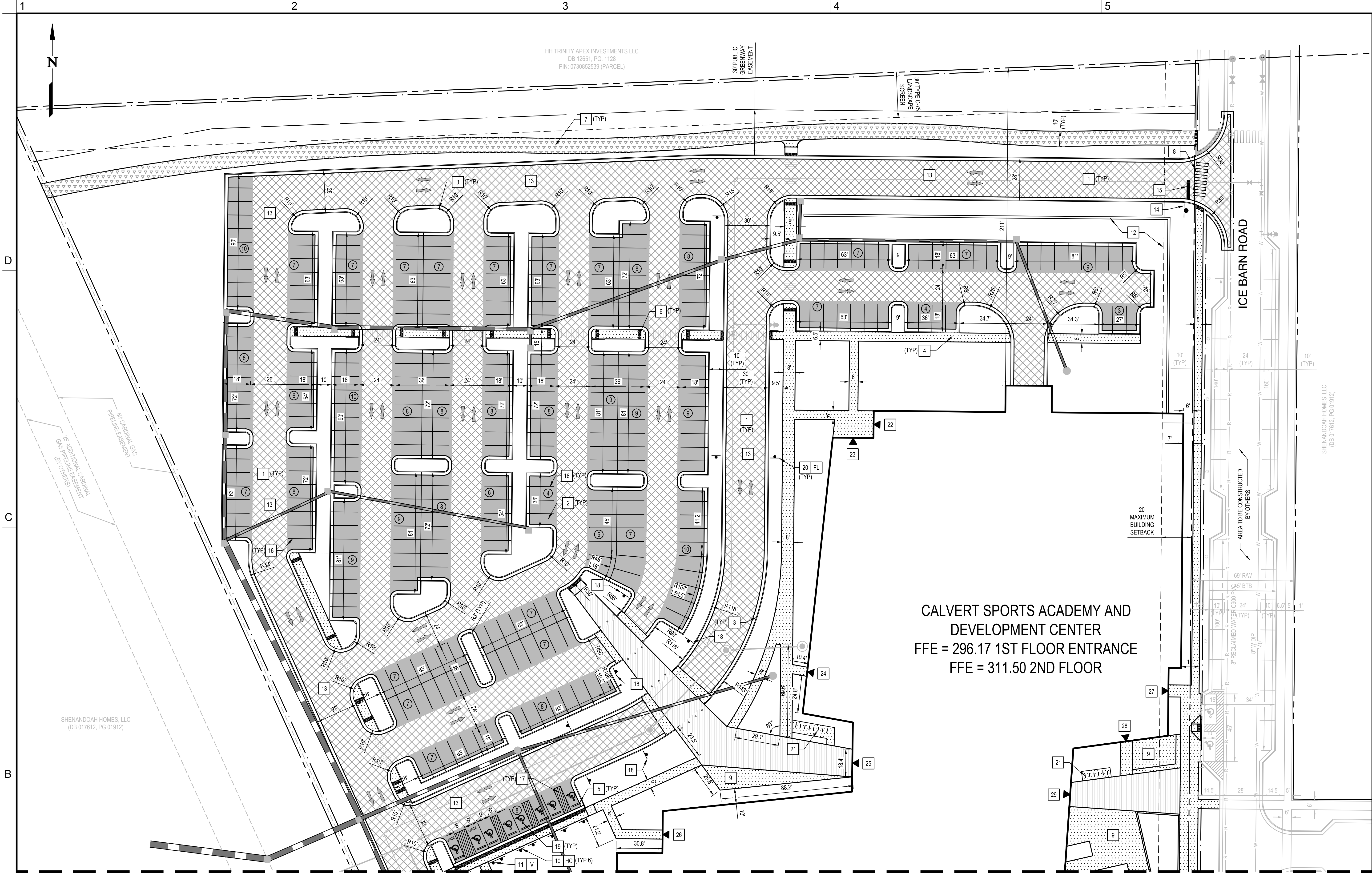
CN 7157

GRAPHIC SCALE



Spell checked by TWEAVER on 03/30/2020 8:10am

I:\Projects\7000\7157-Calvert Sports Academy\CAD\Sheets\C1101.dwg Wed, 24 Jun 2020 - 11:45am cwilliams



SITE PLAN

1" = 30'

GENERAL NOTES

- SEE PLANTING PLAN SHEETS FOR GROUND COVER, PLAZA, PAVERS, CROSSWALKS AND PEDESTRIAN BOLLARD DETAILS.
- ALL CURB RADII ARE 3' RADIUS UNLESS OTHERWISE NOTED.
- SEE SHEET C-501 FOR HEAVY DUTY AND LIGHT DUTY PAVEMENT SECTIONS.

CONSTRUCTION NOTES

- | | | | |
|--------------------------------------|-------------------------------|--|---|
| 1. HEAVY DUTY ASPHALT PAVEMENT | 9. CONCRETE PLAZA | 18. PEDESTRIAN CROSSING SIGN | 25. MAIN ENTRY/EXIT AT ICE LEVEL LOBBY |
| 2. LIGHT DUTY ASPHALT PAVEMENT | 10. HANDICAP PARKING SIGN | 19. ADA PARKING SYMBOL | 26. EXIT ONLY FOR ACADEMY AT ICE LEVEL |
| 3. STANDARD CONCRETE CURB AND GUTTER | 11. HANDICAP VAN PARKING SIGN | 20. FIRE LANE SIGN | 27. EXIT ONLY AT CONCOURSE LEVEL |
| 4. STANDARD CONCRETE SIDEWALK | 12. RETAINING WALL | 21. BIKE RACK | 28. MAIN ENTRY/EXIT AT CONCOURSE LEVEL FOR FOOD SERVICE |
| 5. CONCRETE WHEEL STOP | 13. EMERGENCY DRIVE AISLE | 22. EXIT ONLY AT ICE LEVEL | 29. MAIN ENTRY/EXIT AT CONCOURSE LEVEL LOBBY |
| 6. STANDARD WHEEL CHAIR RAMP | 14. STOP SIGN | 23. EXIT ONLY FROM TEAM LODGING AT ICE LEVEL | |
| 7. PUBLIC GREENWAY | 15. 24" WHITE STOP BAR | 24. ENTRY AND EXIT FOR TEAM LODGING AT ICE LEVEL | |
| 8. HIGH VISIBILITY PUBLIC CROSSWALK | 16. 4" WHITE PAVEMENT STRIPE | | |
| | 17. 8" WHITE PAVEMENT STRIPE | | |

GRAPHIC SCALE



SITE LAYOUT PLAN

C1101

DUKE ENERGY PROGRESS, INC
CALVERT SPORTS ACADEMY AND DEVELOPMENT CENTER
CAROLINA SPRINGS PUD
100 ICE BARN ROAD
HOLLY SPRINGS, NC

DESIGNER

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CONSULTANT

SEALS



SUBMITTAL

JUNE 24, 2020

DEVELOPMENT PLAN
NOT FOR
CONSTRUCTION

REVISIONS

KEY PLAN

SHEET

SHEET - OF XX -

DESIGN: AMM
DRAWN: RSP
REVIEW: CTA

CN 7157

MATCHLINE - SEE THIS SHEET



CALVERT SPORTS ACADEMY AND
DEVELOPMENT CENTER
FFE = 296.17 1ST FLOOR ENTRANCE
FFE = 311.50 2ND FLOOR

DUKE ENERGY PROGRESS, INC
**CALVERT SPORTS ACADEMY AND
DEVELOPMENT CENTER**
CAROLINA SPRINGS PUD
100 ICE BARN ROAD
HOLLY SPRINGS, NC

DESIGNER



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CONSULTANT

SEALS



SUBMITTA

JUNE 24, 2020

DEVELOPMENT PLAN
NOT FOR
CONSTRUCTION

REVISIONS

KEY PLAN

SHEET

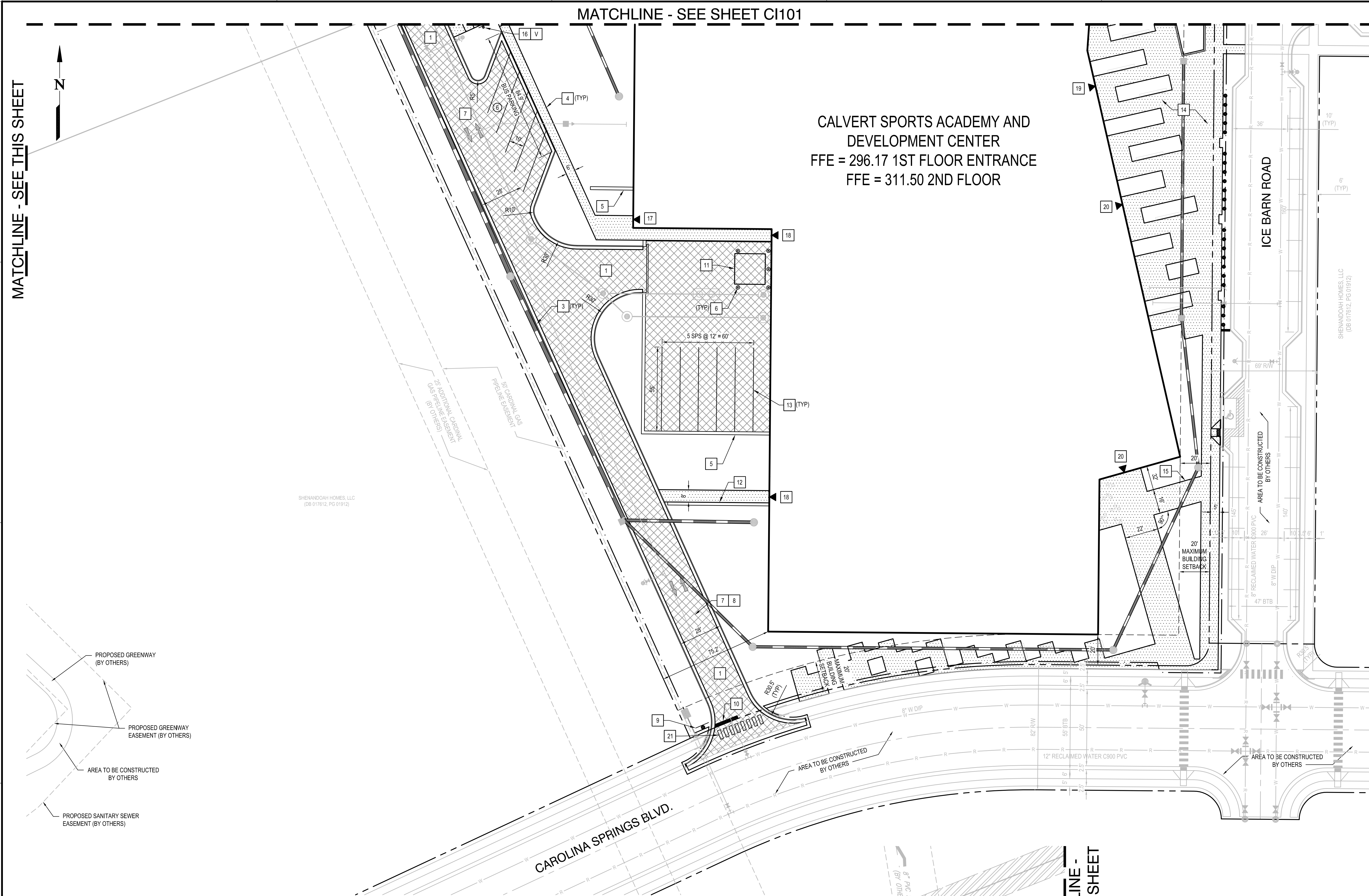
SITE LAYOUT PLAN

CI102

DESIGN: AMM
DRAWN: RSP
REVIEW: CTA

CN 7157

Page 42 of 531



SITE PLAN

$$1'' = 30'$$

GENERAL NOTES

CONSTRUCTION NOTES

1. SEE PLANTING PLAN SHEETS FOR GROUND COVER, PLAZA, PAVERS, CROSSWALKS AND PEDESTRIAN BOLLARD DETAILS.
2. ALL CURB RADII ARE 3' RADIUS UNLESS OTHERWISE NOTED.
3. SEE SHEET C-501 FOR HEAVY DUTY AND LIGHT DUTY PAVEMENT SECTIONS.

- 1.HEAVY DUTY ASPHALT PAVEMENT
- 2.LIGHT DUTY ASPHALT PAVEMENT
- 3.STANDARD CONCRETE CURB AND GUTTER
- 4.STANDARD CONCRETE SIDEWALK
- 5.SCREEN WALL
- 6.BOLLARD POST

7. EMERGENCY DRIVE AISLE
8. DELIVERY / GARBAGE TRUCK AISLE
9. STOP SIGN
10. 24" WHITE STOP BAR
11. DUMPSTER ENCLOSURE
12. RETAINING WALL

13. 4" WHITE PAINT STRIPE
14. CONCRETE PLAZA
15. STEPS
16. HANDICAP PARKING SIGN
17. EXIT ONLY AT ICE LEVEL
18. EXIT AND SERVICE ENTRY AT ICE LEVEL

19. EXIT AND ENTRY AT CONCOURSE LEVEL
20. EXIT AND ENTRY FOR RETAIL AT CONCOURSE LEVEL
21. HIGH VISIBILITY PUBLIC CROSSWALK

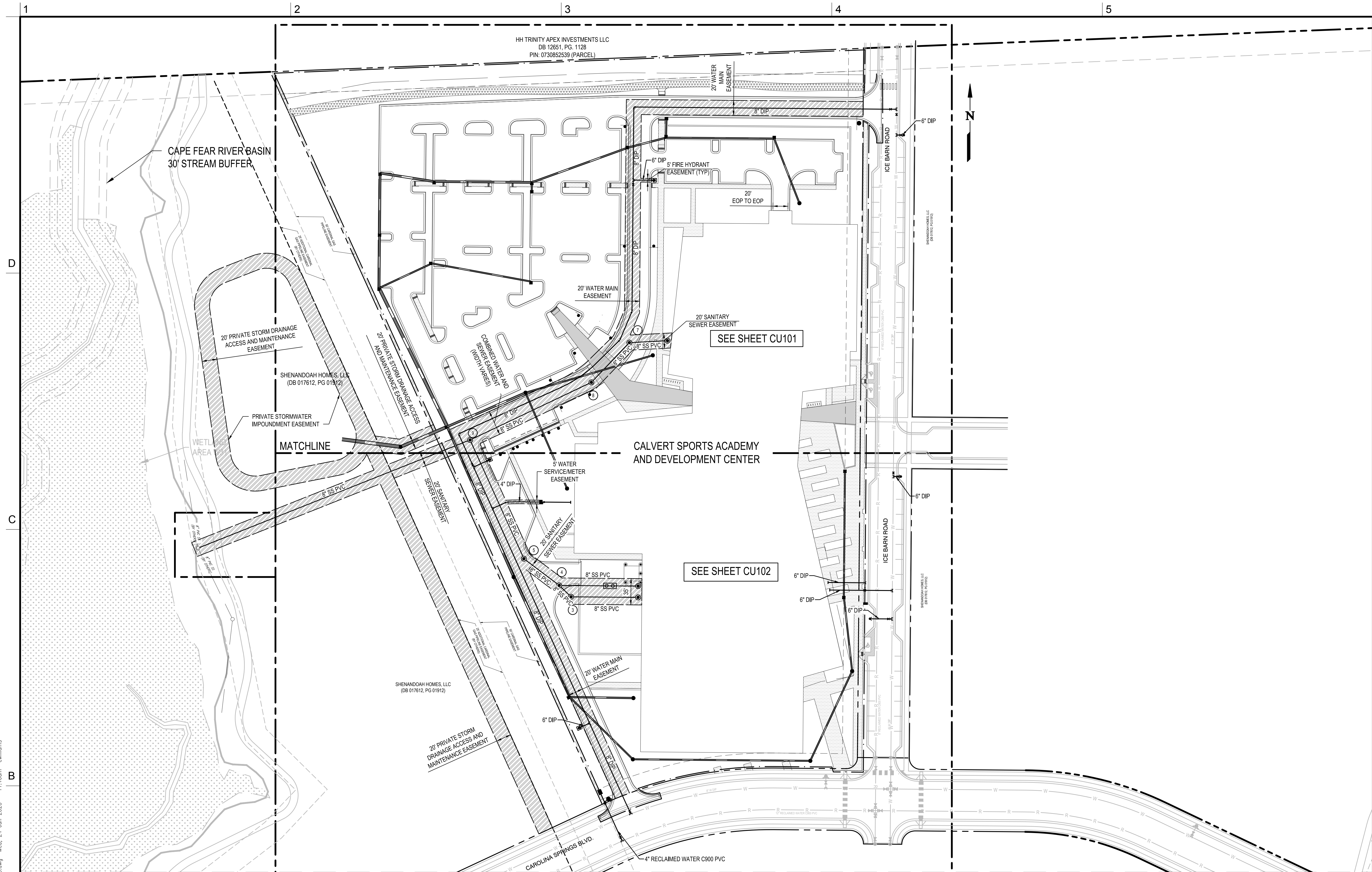
SITE PLAN

1" = 30'

MATCHLINE - SEE THIS SHEET

GRAPHIC SCALE





OVERALL UTILITY AND EASEMENT PLAN

1" = 60'



GRAPHIC SCALE



DUKE ENERGY PROGRESS, INC
**CALVERT SPORTS ACADEMY AND
DEVELOPMENT CENTER**
CAROLINA SPRINGS PUD
100 ICE BARN ROAD
HOLLY SPRINGS, NC

DESIGNER



CLARK NEXSEN

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 1-800-455-6388
 FAX: (757) 455-6388

CONSULTANT

SEALS



SUBMITTAL
JUNE 24, 2020

DEVELOPMENT PLAN
NOT FOR
CONSTRUCTION

REVISIONS

KEY PLAN

SHEET

OVERALL UTILITY AND EASEMENT PLAN

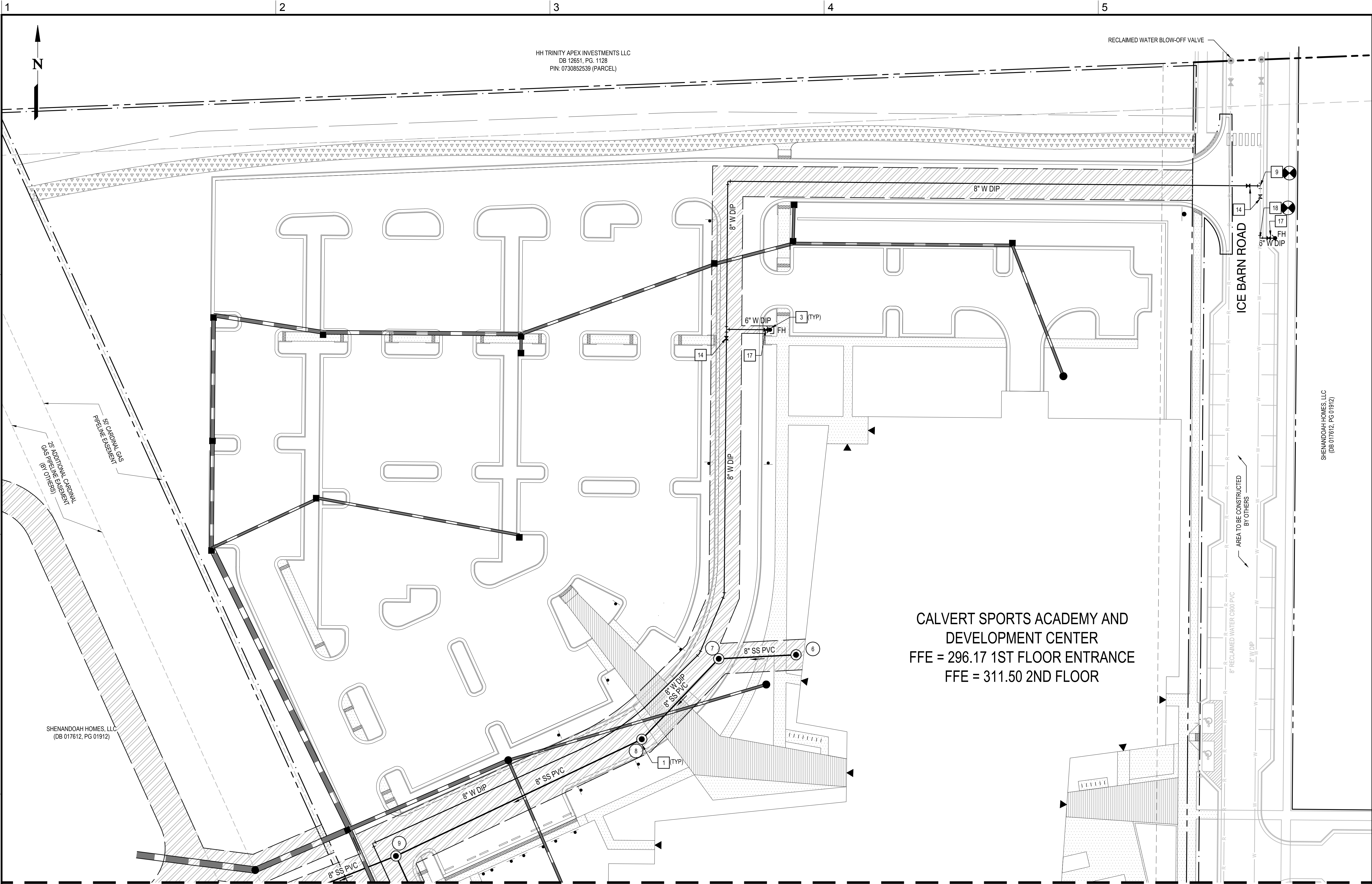
CU100

SHEET - OF XX -

DESIGN: CCM
DRAWN: RSP
REVIEW: DMP

CN 7157

Spell checked by TWEAVER on 03/30/2020 8:12am
i:\Projects\7000\7157-Calvert Sports Academy\CAD\Sheets\CU\0101.dwg Wed, 24 Jun 2020 - 11:46am cwilliams



UTILITY PLAN

1" = 30'

GENERAL NOTES

- BEDDING FOR FLEXIBLE AND SEMI-RIGID SANITARY SEWER PIPE SHALL BE USED UNDER ALL SANITARY SEWER PIPE.
- SEE SHEET CU100 FOR EASEMENT INFORMATION.

CONSTRUCTION NOTES

- | | | |
|---|--|---|
| 1. STANDARD PRECAST CONCRETE MANHOLE | 8. RPZ BACKFLOW PREVENTER, LOCATED IN RISER ROOM | 16. RPZ BACKFLOW PREVENTER LOCATED IN MECHANICAL ROOM |
| 2. PRECAST GREASE INTERCEPTOR, 1,000 GAL | 9. 8" X 8" TEE | 17. 6" GATE VALVE |
| 3. STANDARD HYDRANT INSTALLATION WITH 5" STORZ CONNECTION, PAINTED YELLOW | 10. FDC WITH 5" STORZ CONNECTION | 18. 8" X 6" TEE |
| 4. 4" GATE VALVE | 11. POST INDICATOR VALVE | 19. 8" X 4" TEE |
| 5. 4" METER ASSEMBLY VAULT | 12. KNOX BOX, LOCATED ON RISER ROOM DOOR | 20. 12" X 4" TEE |
| 6. REUSE WATER METER VAULT FOR IRRIGATION SYSTEM | 13. IRRIGATION SYSTEM BACKFLOW PREVENTER | |
| 7. PRESSURE REDUCING VALVE | 14. 8" GATE VALVE | |
| | 15. PVC RECLAIMED WATER MAIN, PURPLE | |

GRAPHIC SCALE

1"=30' 0 30' 60' 120'

MATCHLINE - SEE SHEET CU102

CALVERT SPORTS ACADEMY AND
DEVELOPMENT CENTER
FFE = 296.17 1ST FLOOR ENTRANCE
FFE = 311.50 2ND FLOOR

DUKE ENERGY PROGRESS, INC
**CALVERT SPORTS ACADEMY AND
DEVELOPMENT CENTER**
CAROLINA SPRINGS PUD
100 ICE BARN ROAD
HOLLY SPRINGS, NC

DESIGNER

CLARKNEXSEN

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CONSULTANT

SEALS



SUBMITTAL

JUNE 24, 2020

DEVELOPMENT PLAN
NOT FOR
CONSTRUCTION

REVISIONS

KEY PLAN

SHEET

UTILITY PLAN

CU101

SHEET - OF XX -

DESIGN: CCM
DRAWN: RSP
REVIEW: DMP

CN 7157

I:\Projects\7000\7157-Calvert Sports Academy\CAD\Sheets\CU\CU102.dwg Wed 01 Jul 2020 - 2:33pm trogers

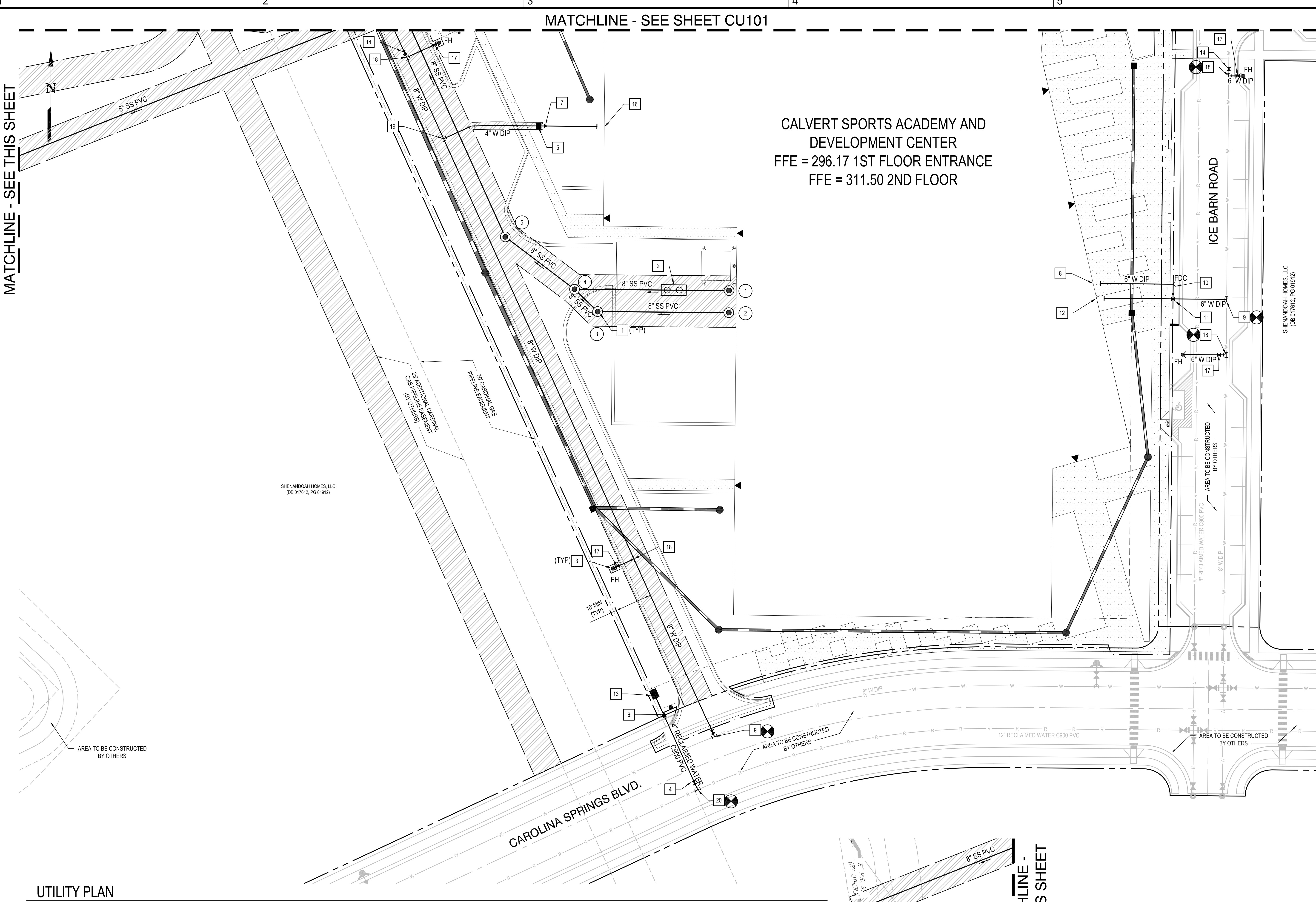
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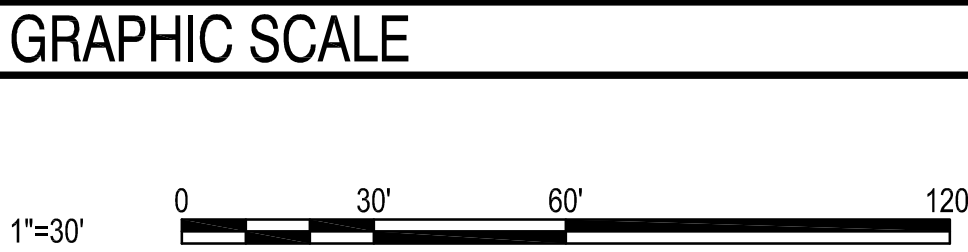
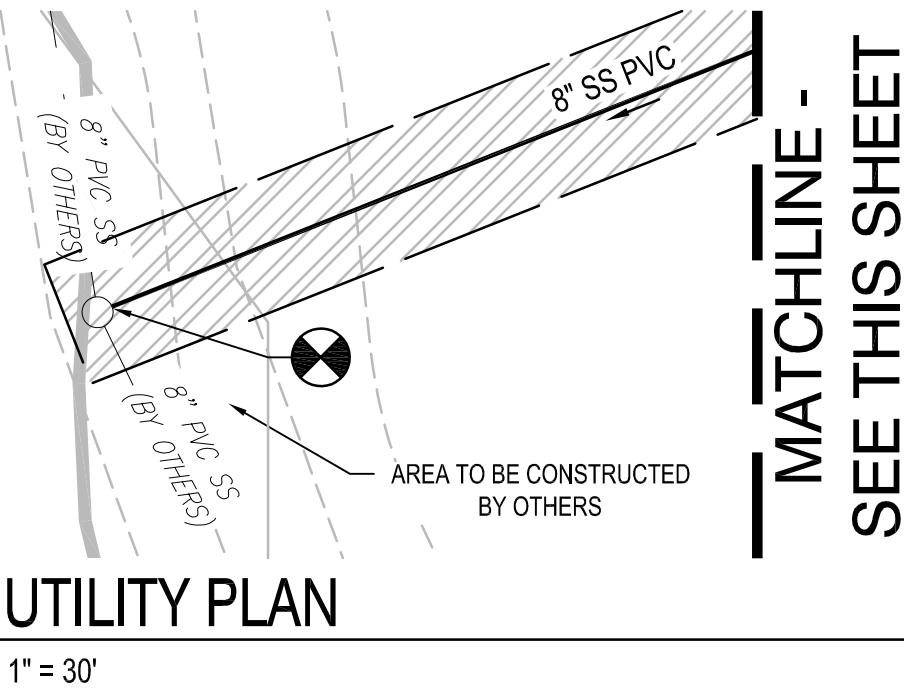
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CALVERT SPORTS ACADEMY AND
DEVELOPMENT CENTER
FFE = 296.17 1ST FLOOR ENTRANCE
FFE = 311.50 2ND FLOOR

UTILITY PLAN
1" = 30'



GENERAL NOTES

1. BEDDING FOR FLEXIBLE AND SEMI-RIGID SANITARY SEWER PIPE SHALL BE USED UNDER ALL SANITARY SEWER PIPE.
2. SEE SHEET CU100 FOR EASEMENT INFORMATION.

CONSTRUCTION NOTES

- | | | | |
|---|--|---|-------------------|
| 1. STANDARD PRECAST CONCRETE MANHOLE | 6. REUSE WATER METER VAULT FOR IRRIGATION SYSTEM | 11. POST INDICATOR VALVE | 17. 6" GATE VALVE |
| 2. PRECAST GREASE INTERCEPTOR, 1,000 GAL | 7. PRESSURE REDUCING VALVE | 12. KNOX BOX, LOCATED ON RISER ROOM DOOR | 18. 8" X 6" TEE |
| 3. STANDARD HYDRANT INSTALLATION WITH 5" STORZ CONNECTION, PAINTED YELLOW | 8. RPZ BACKFLOW PREVENTER, LOCATED IN RISER ROOM | 13. IRRIGATION SYSTEM BACKFLOW PREVENTER | 19. 8" X 4" TEE |
| 4. 4" GATE VALVE | 9. 8" X 8" TEE | 14. 8" GATE VALVE | 20. 12" X 4" TEE |
| 5. 4" METER ASSEMBLY VAULT | 10. FDC WITH 5" STORZ CONNECTION | 15. PVC RECLAIMED WATER MAIN, PURPLE | |
| | | 16. RPZ BACKFLOW PREVENTER LOCATED IN MECHANICAL ROOM | |

DUKE ENERGY PROGRESS, INC
**CALVERT SPORTS ACADEMY AND
DEVELOPMENT CENTER**
CAROLINA SPRINGS PUD
100 ICE BARN ROAD
HOLLY SPRINGS, NC

DESIGNER

CLARKNEXSEN

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CONSULTANT

SEALS



NOT FOR CONSTRUCTION

SUBMITTAL

JUNE 24, 2020

DEVELOPMENT PLAN
NOT FOR
CONSTRUCTION

REVISIONS

KEY PLAN

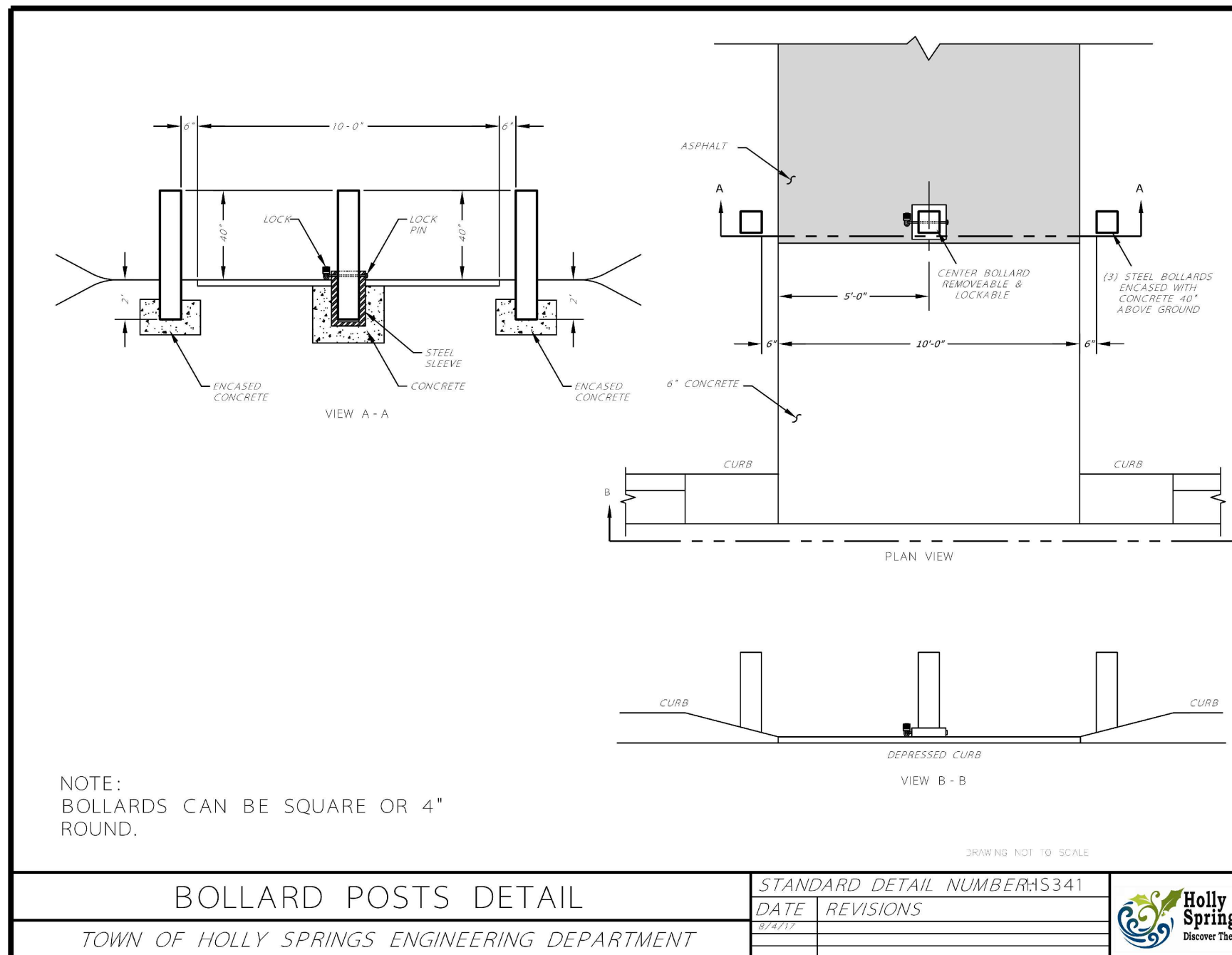
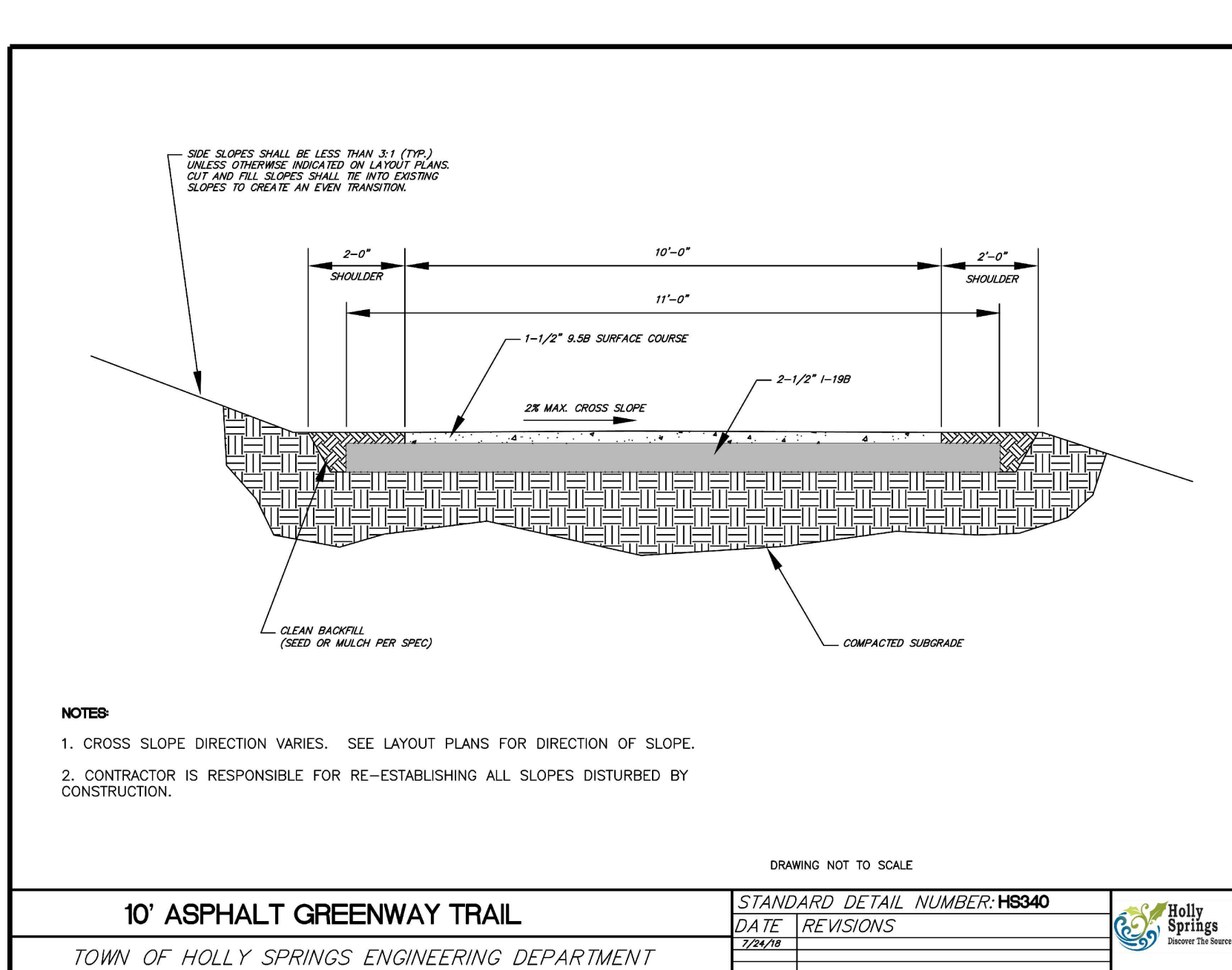
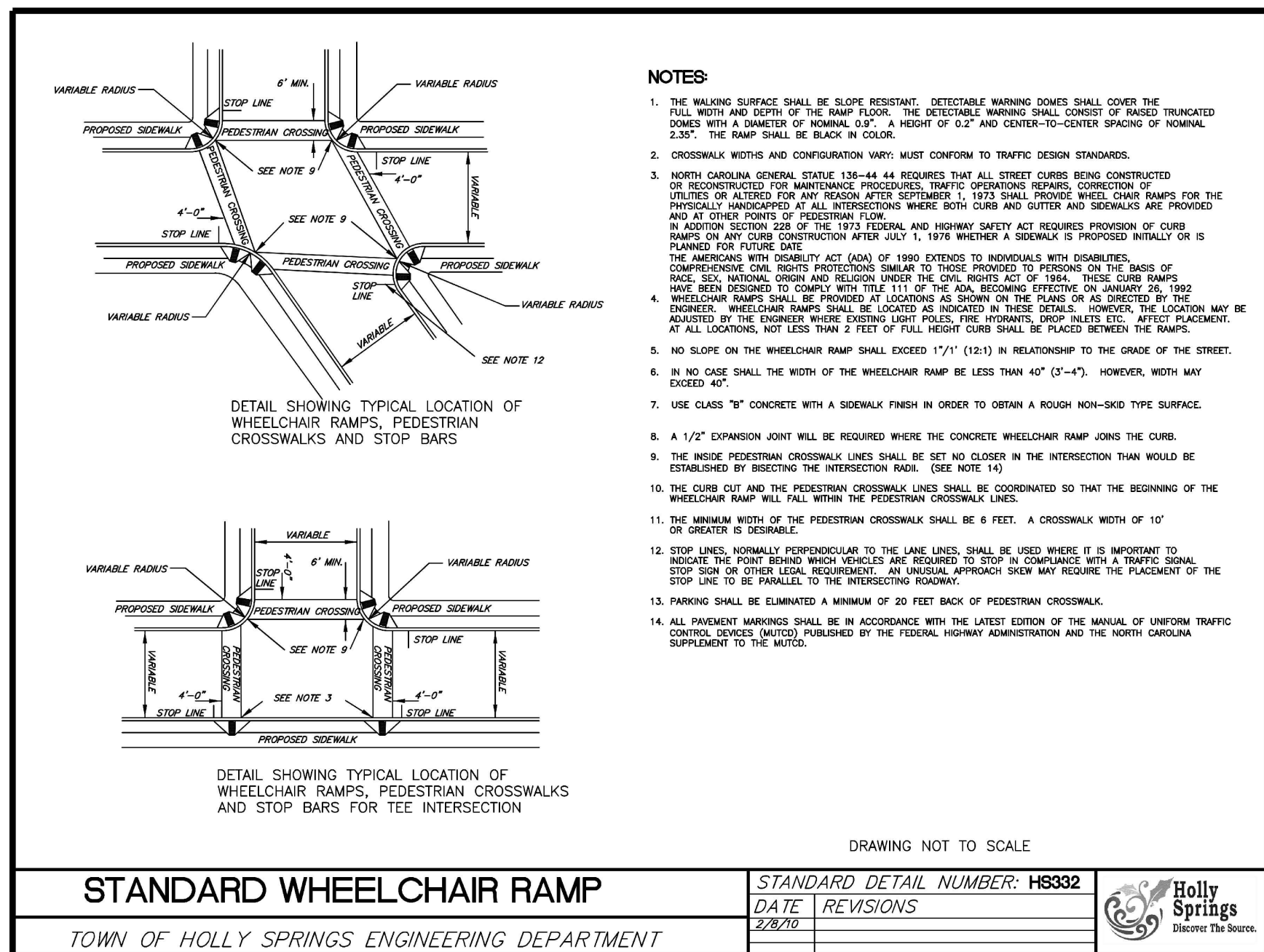
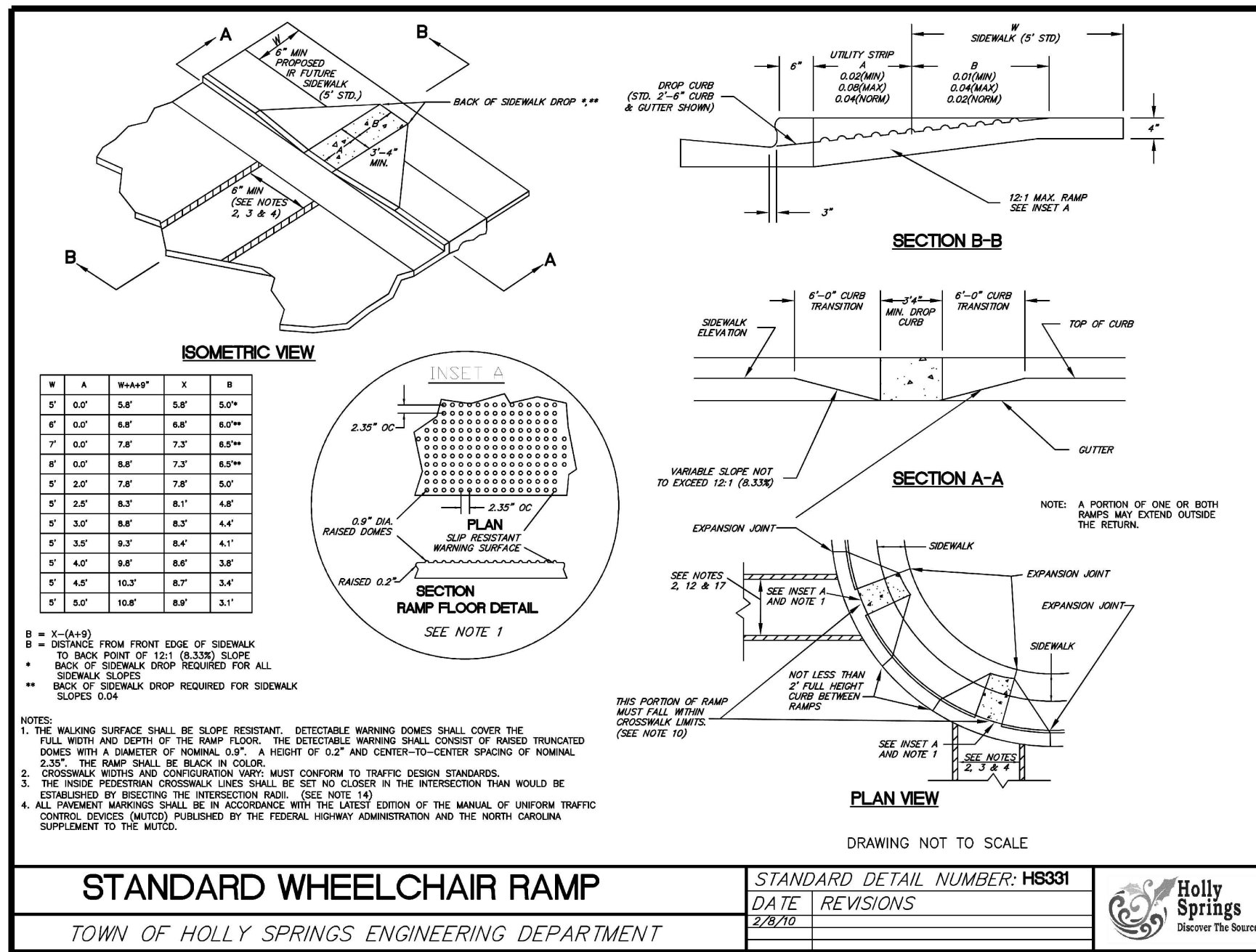
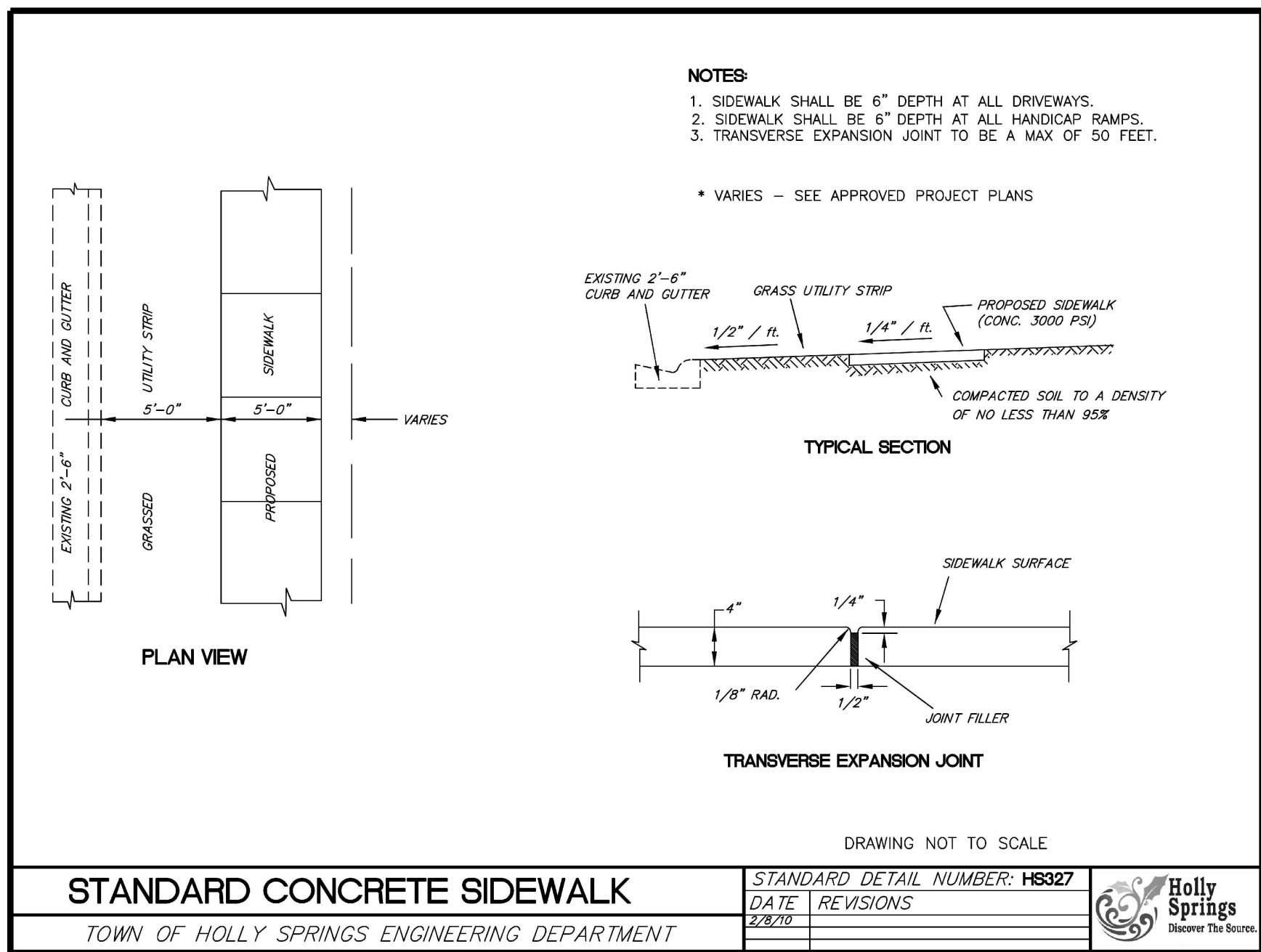
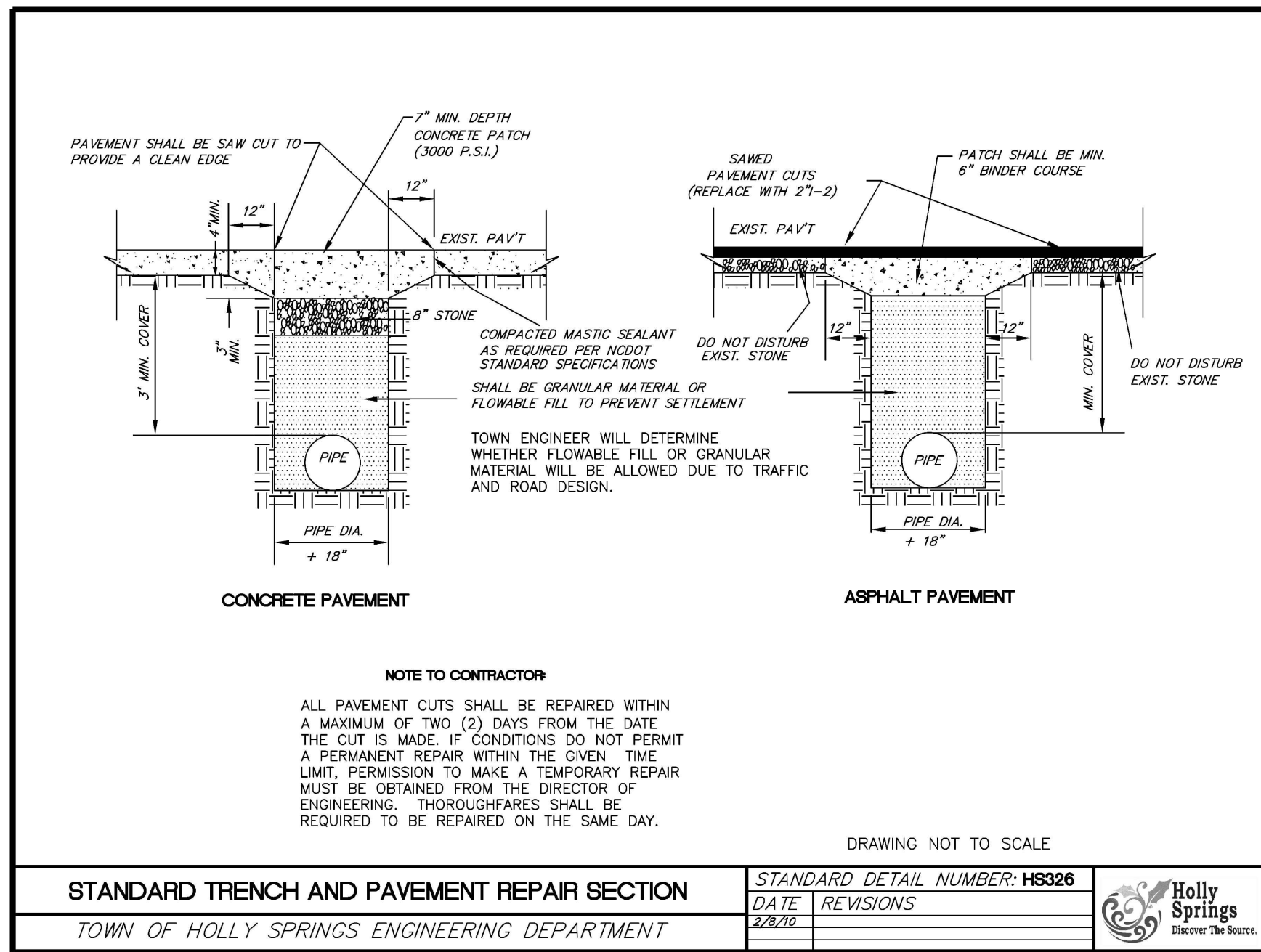
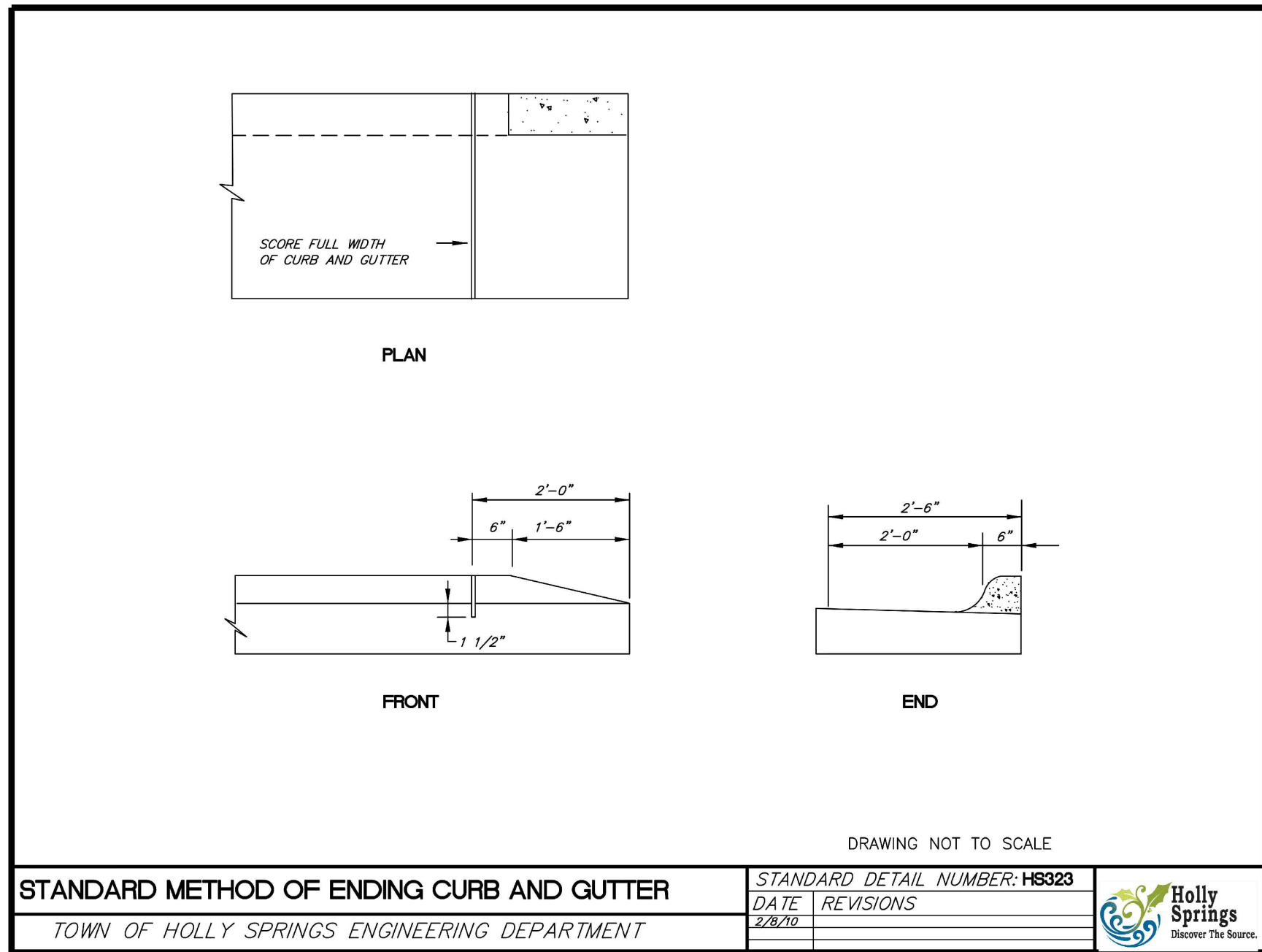
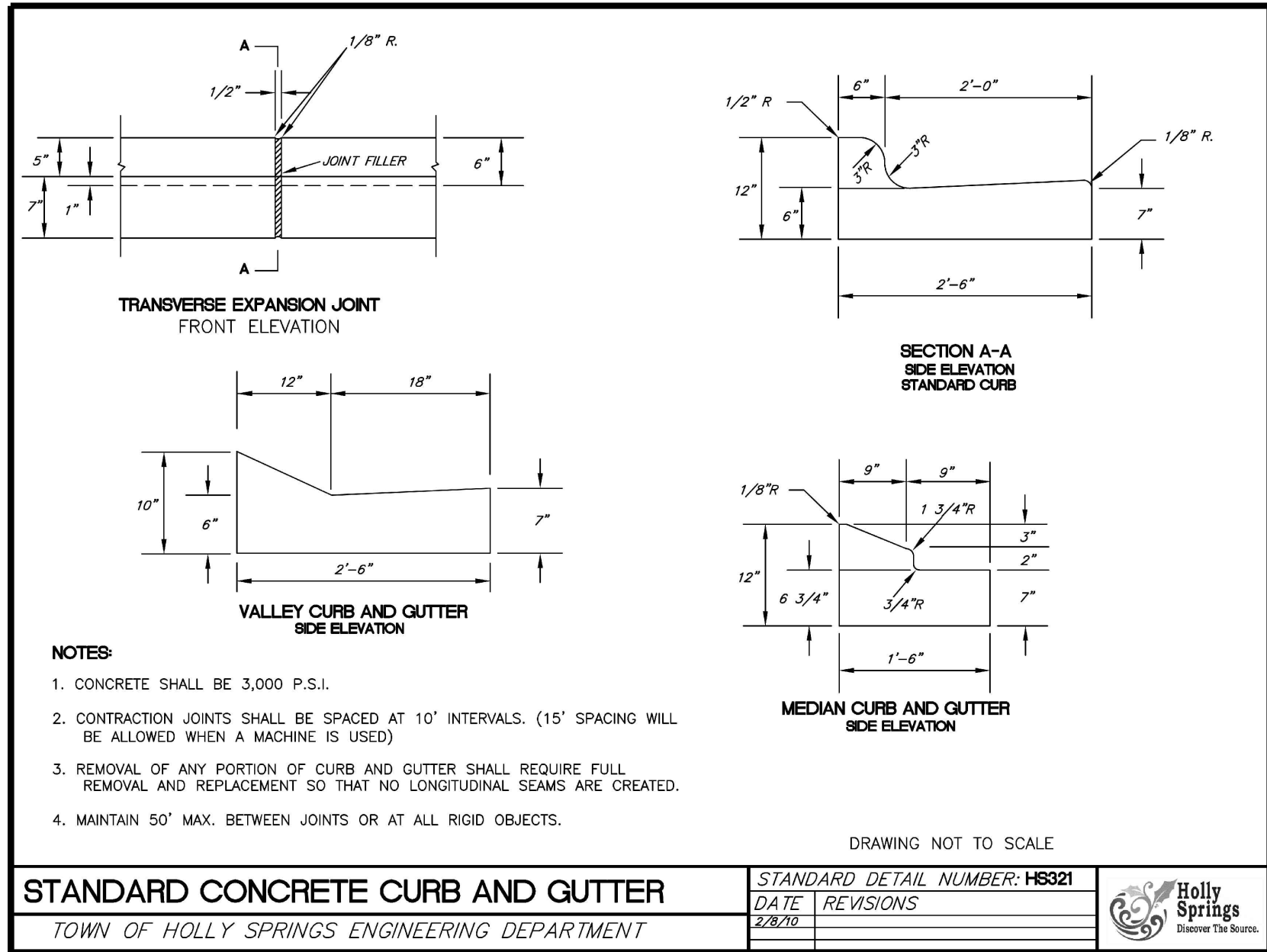
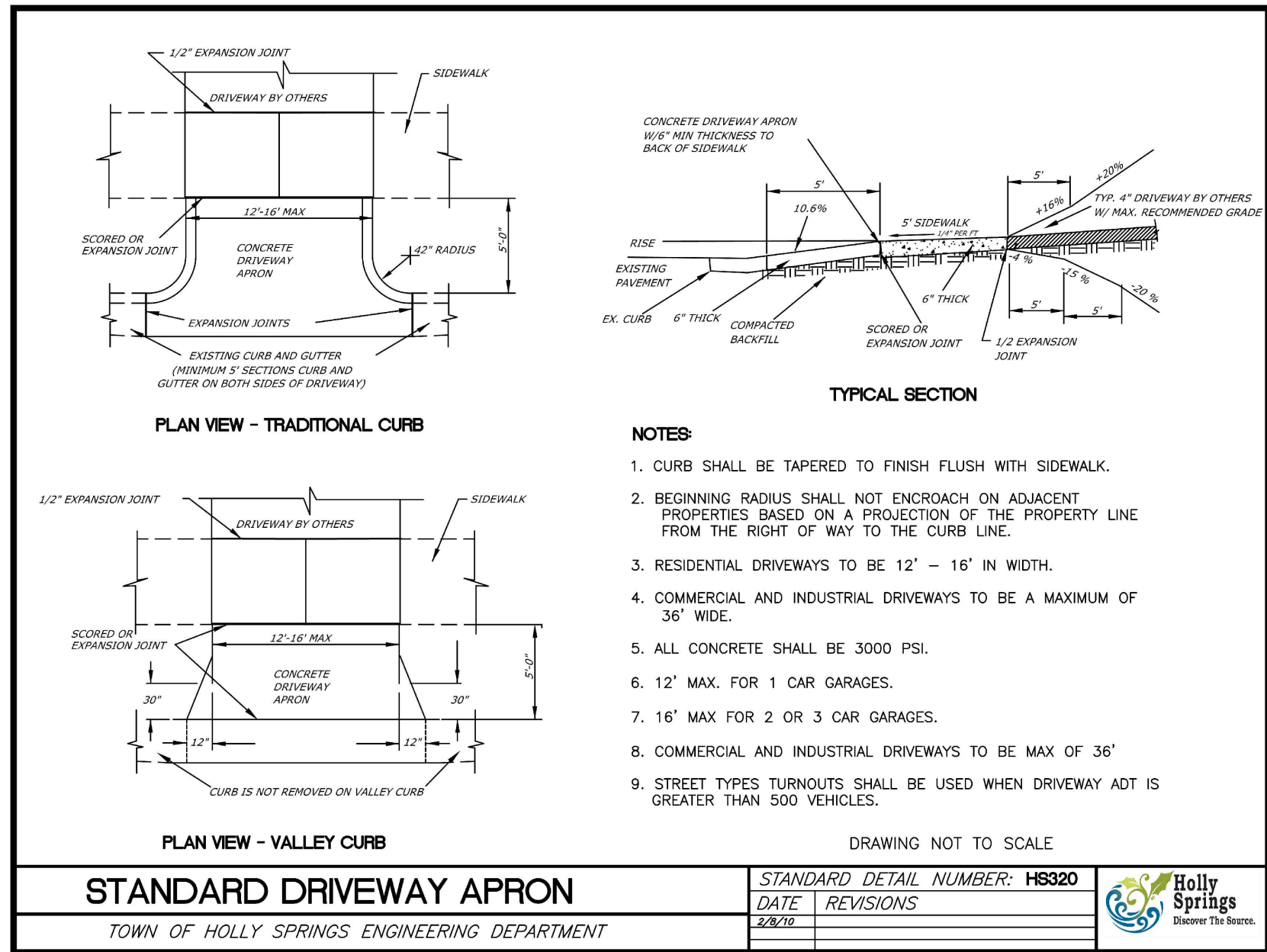
SHEET

UTILITY PLAN

CU102

DESIGN: CCM
DRAWN: RSP
REVIEW: DMP

CN 7157



DUKE ENERGY PROGRESS, INC
**CALVERT SPORTS ACADEMY AND
DEVELOPMENT CENTER**
CAROLINA SPRINGS PUD
100 ICE BARN ROAD
HOLLY SPRINGS, NC

CLARK NEXSEN

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FAX: (757) 455-5638

CONSULTANT

SEALS



SUBMITTA

JUNE 24, 2020

DEVELOPMENT PLAN
NOT FOR
CONSTRUCTION

REVISIONS

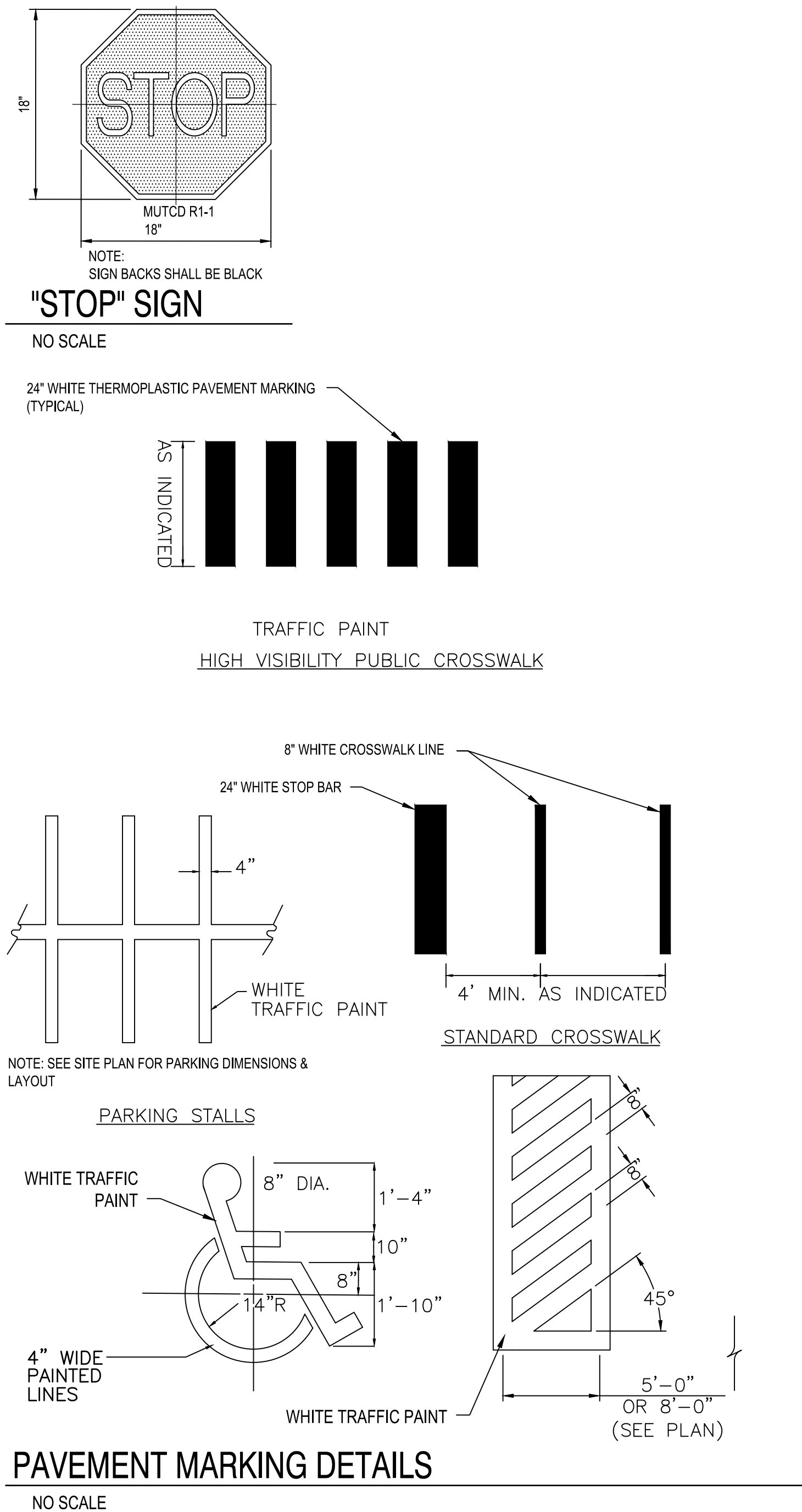
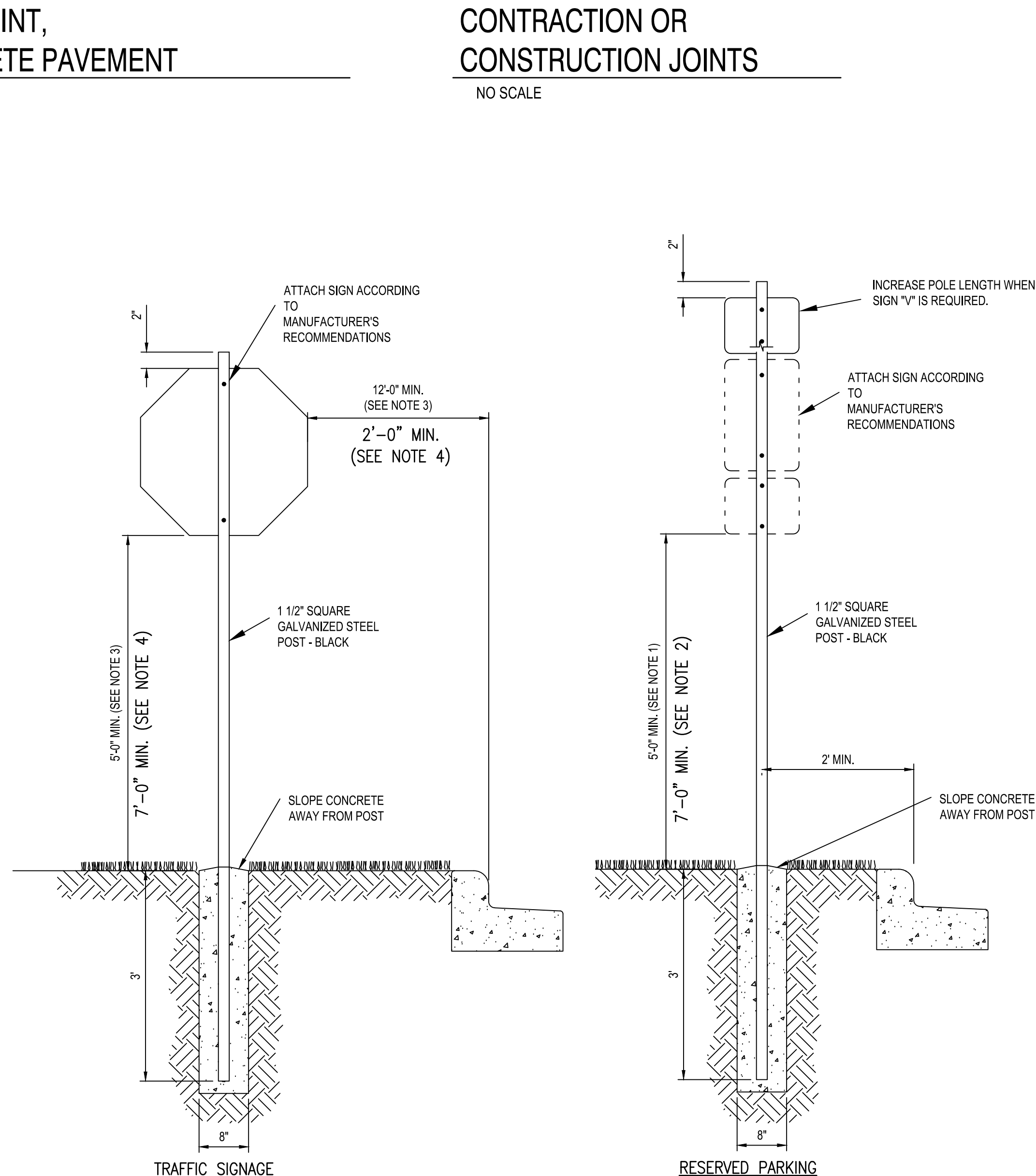
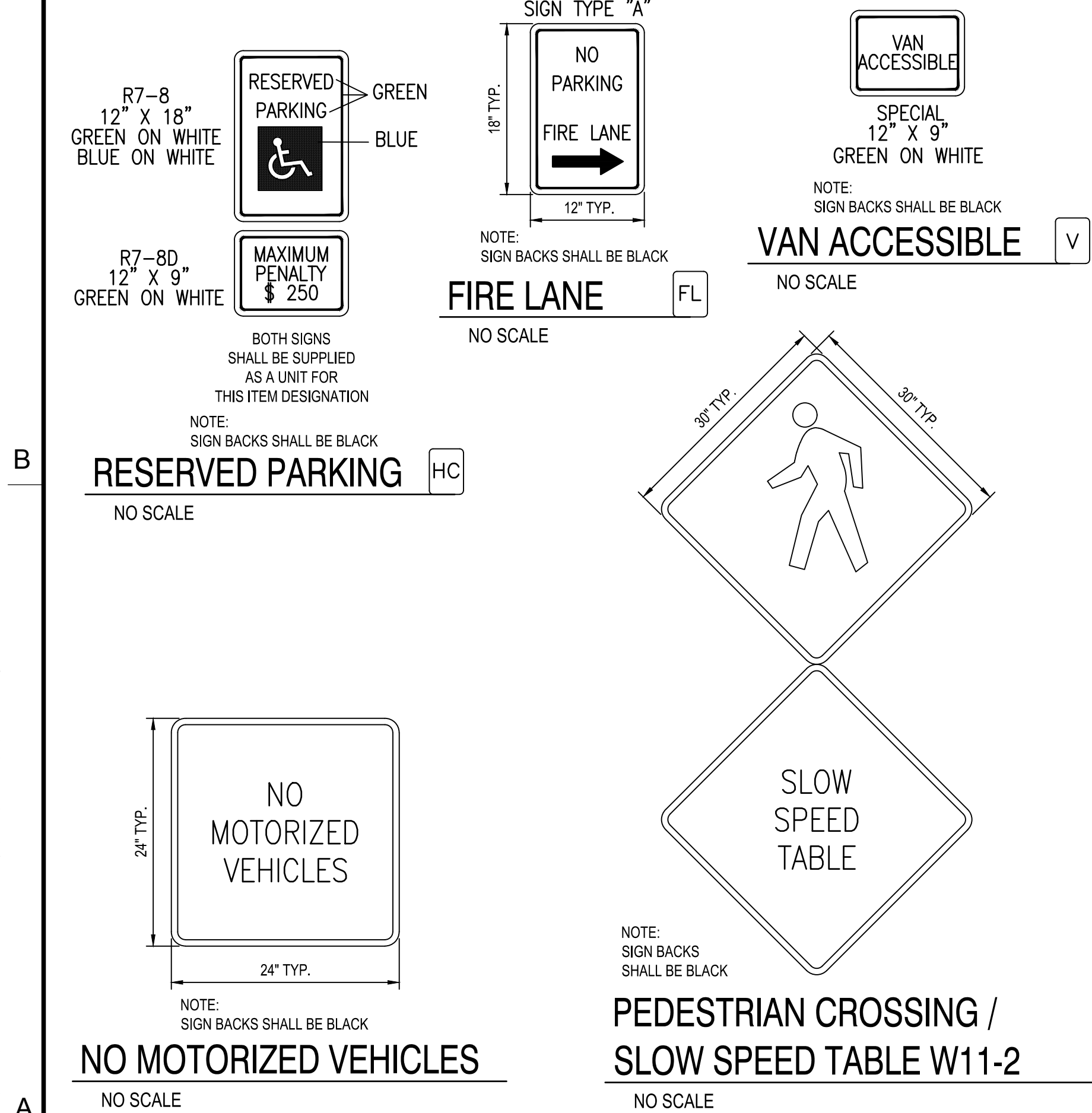
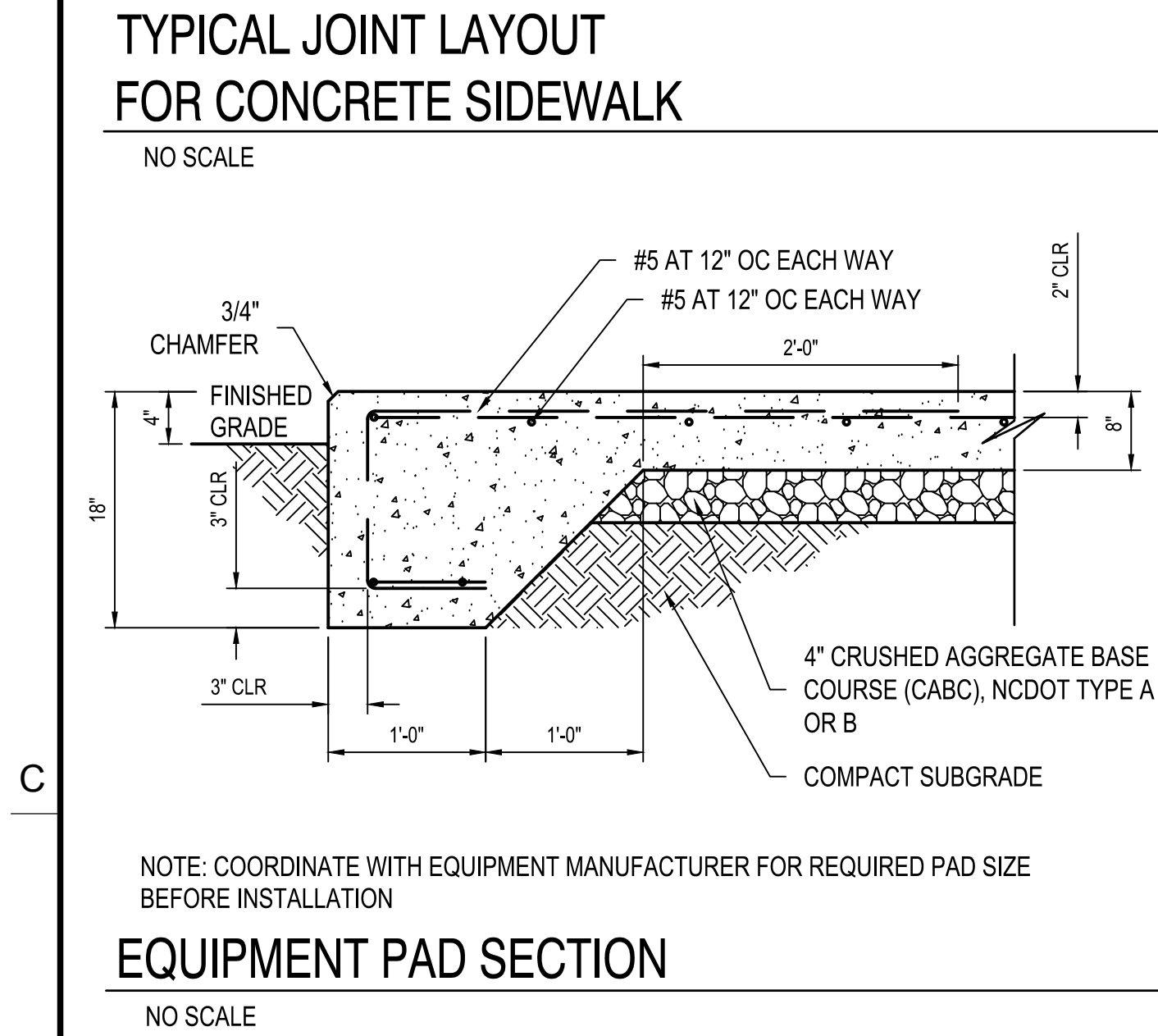
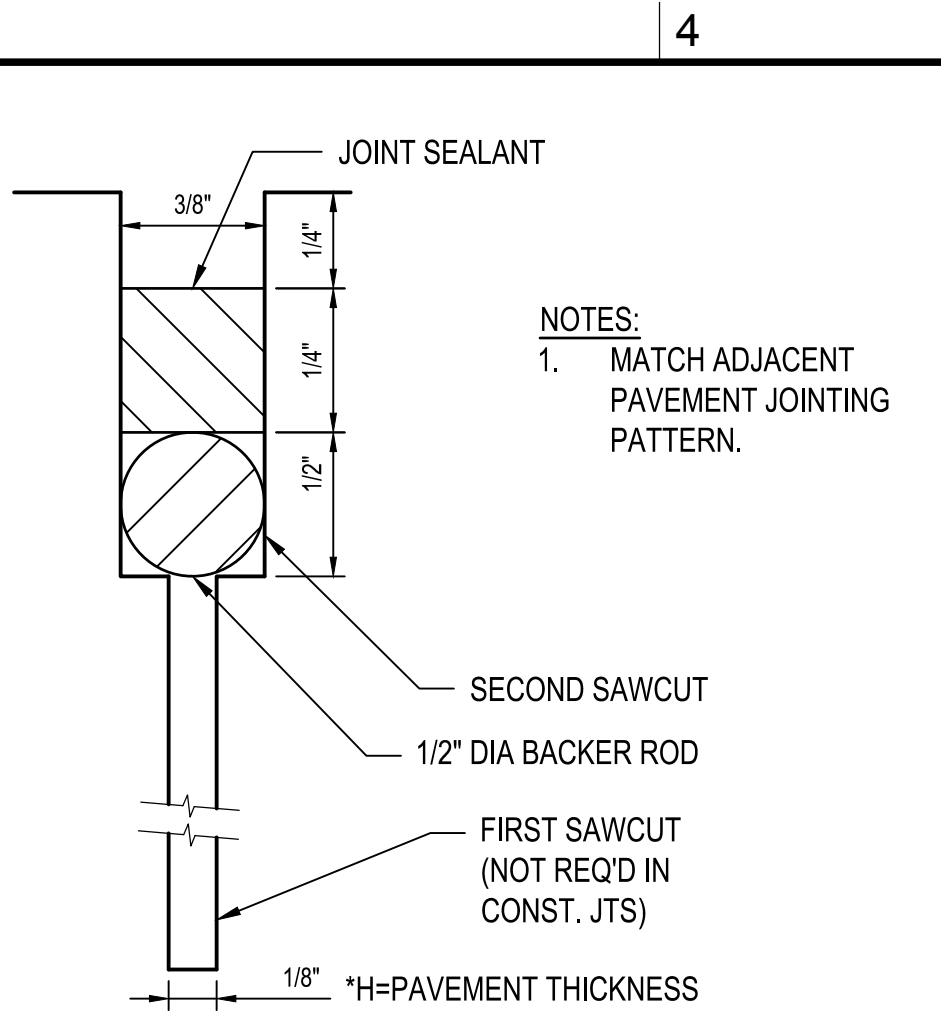
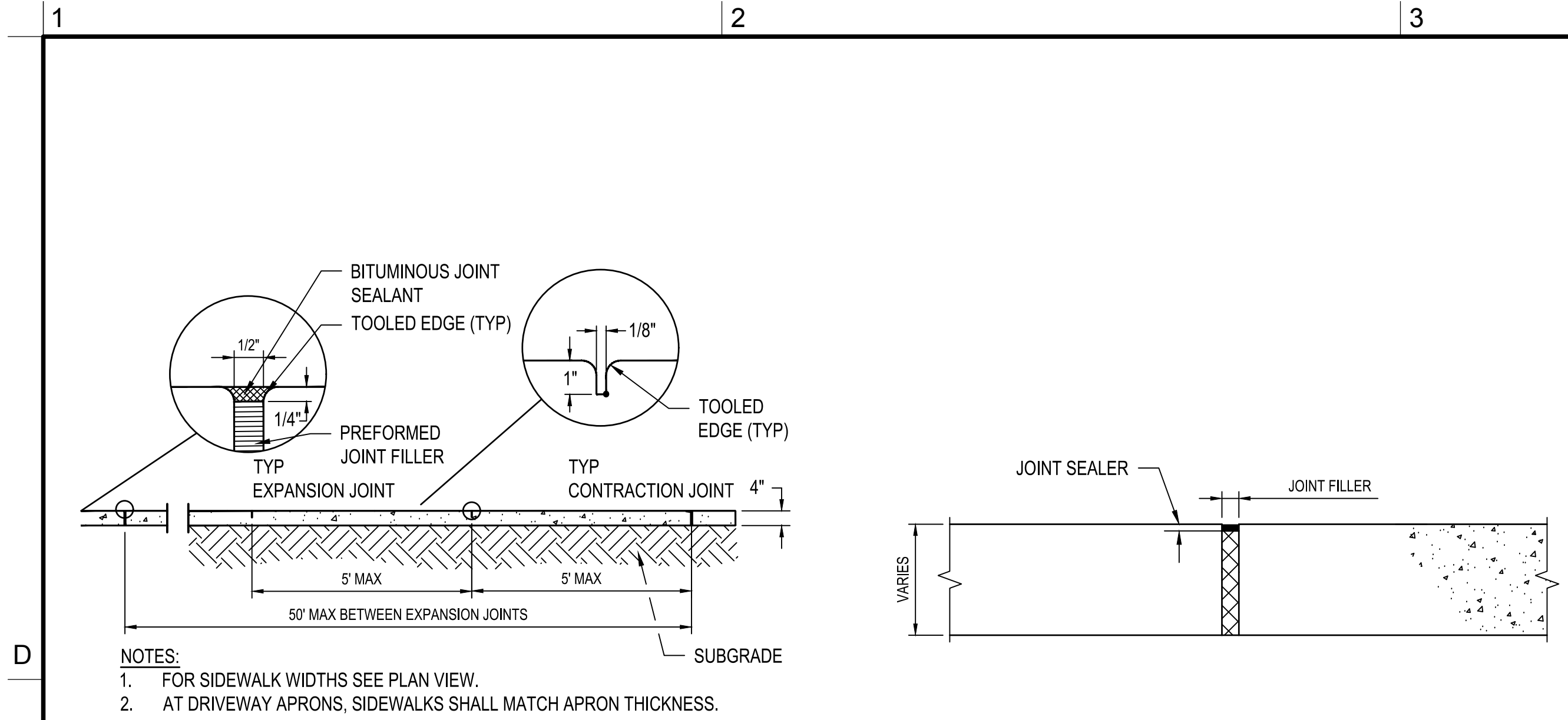
KEY PLAN

SITE DETAILS

C-502

DESIGN: AMM
DRAWN: TAW
REVIEW: CTA

CN 7157



DUKE ENERGY PROGRESS, INC
CALVERT SPORTS ACADEMY AND DEVELOPMENT CENTER
CAROLINA SPRINGS PUD
100 ICE BARN ROAD
HOLLY SPRINGS, NC

DESIGNER

CLARK NEXSEN

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CONSULTANT

SEALS

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SUBMITTAL
JUNE 24, 2020

DEVELOPMENT PLAN
NOT FOR CONSTRUCTION

REVISIONS

NO.	DESCRIPTION	DATE

KEY PLAN

SHEET

SITE DETAILS

C-503

SHEET - OF XX -

DESIGN: AMM
DRAWN: TAW
REVIEW: CTA

CN 7157

Spell checked by THEAVER on 03/27/2020 1:08pm

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i:\Projects\7000\7157-Covert Sports Academy\CAD\Sheets\C\504.dwg Wed, 24 Jun 2020 11:48am cwilliams

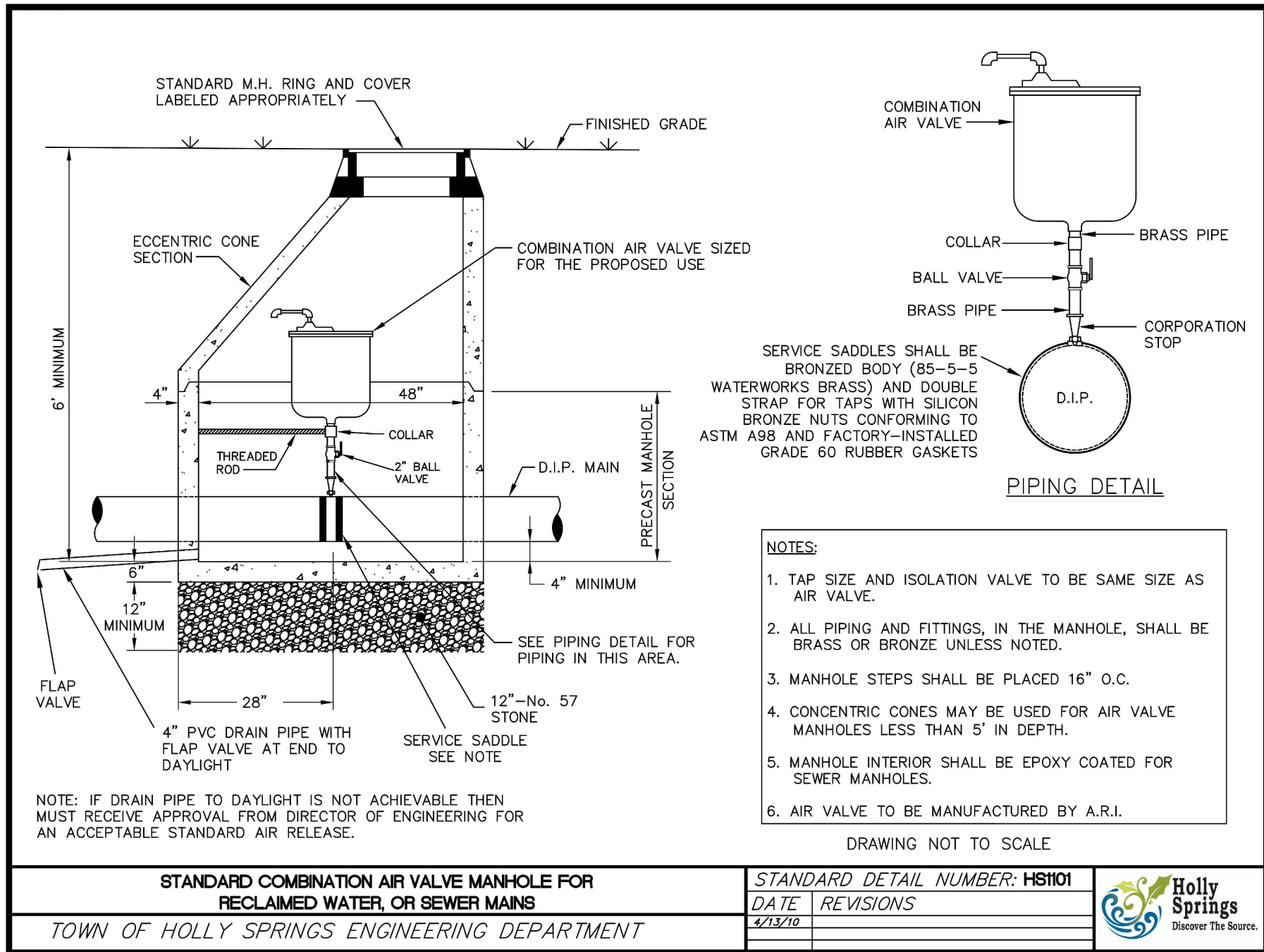
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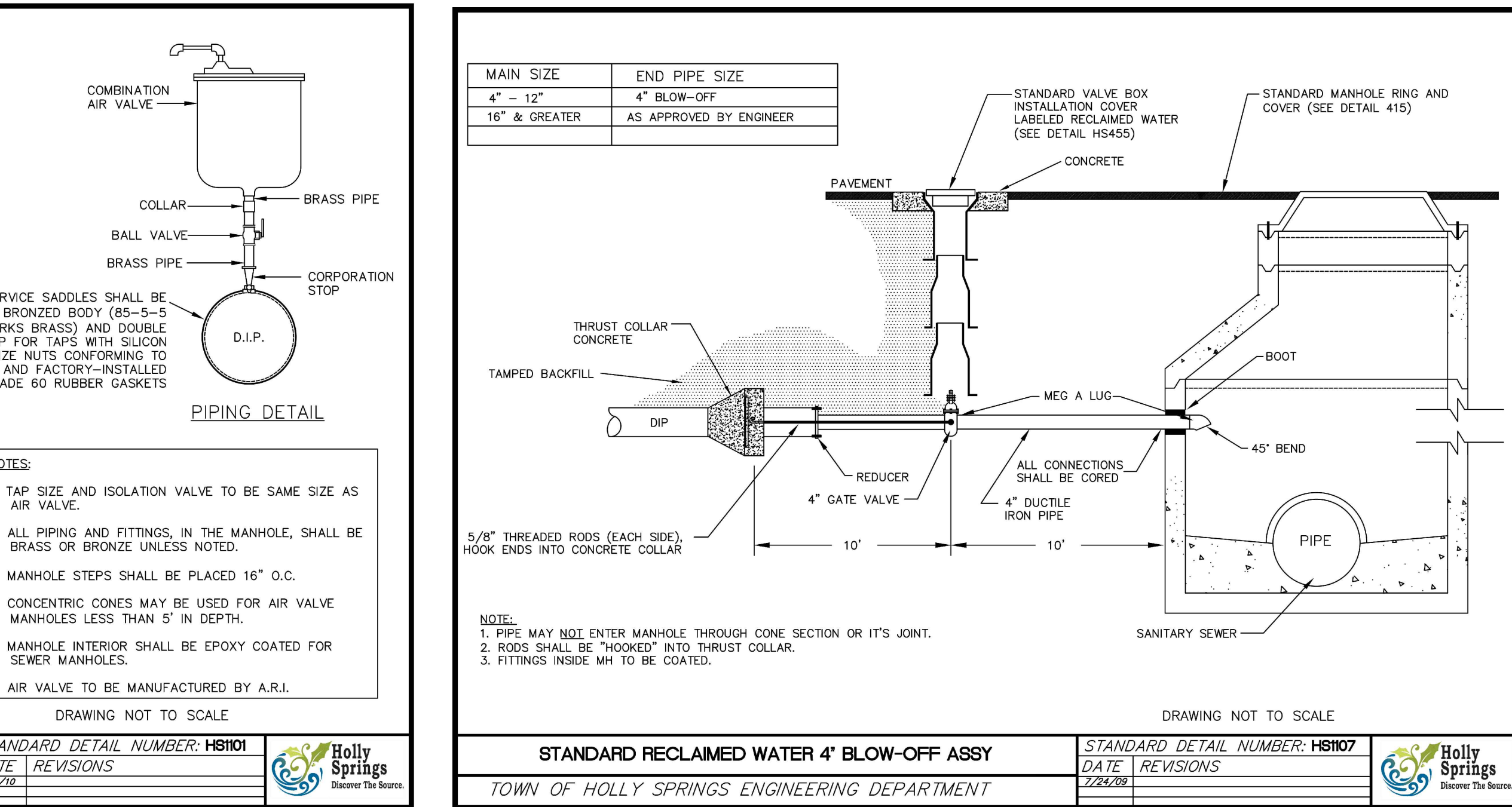
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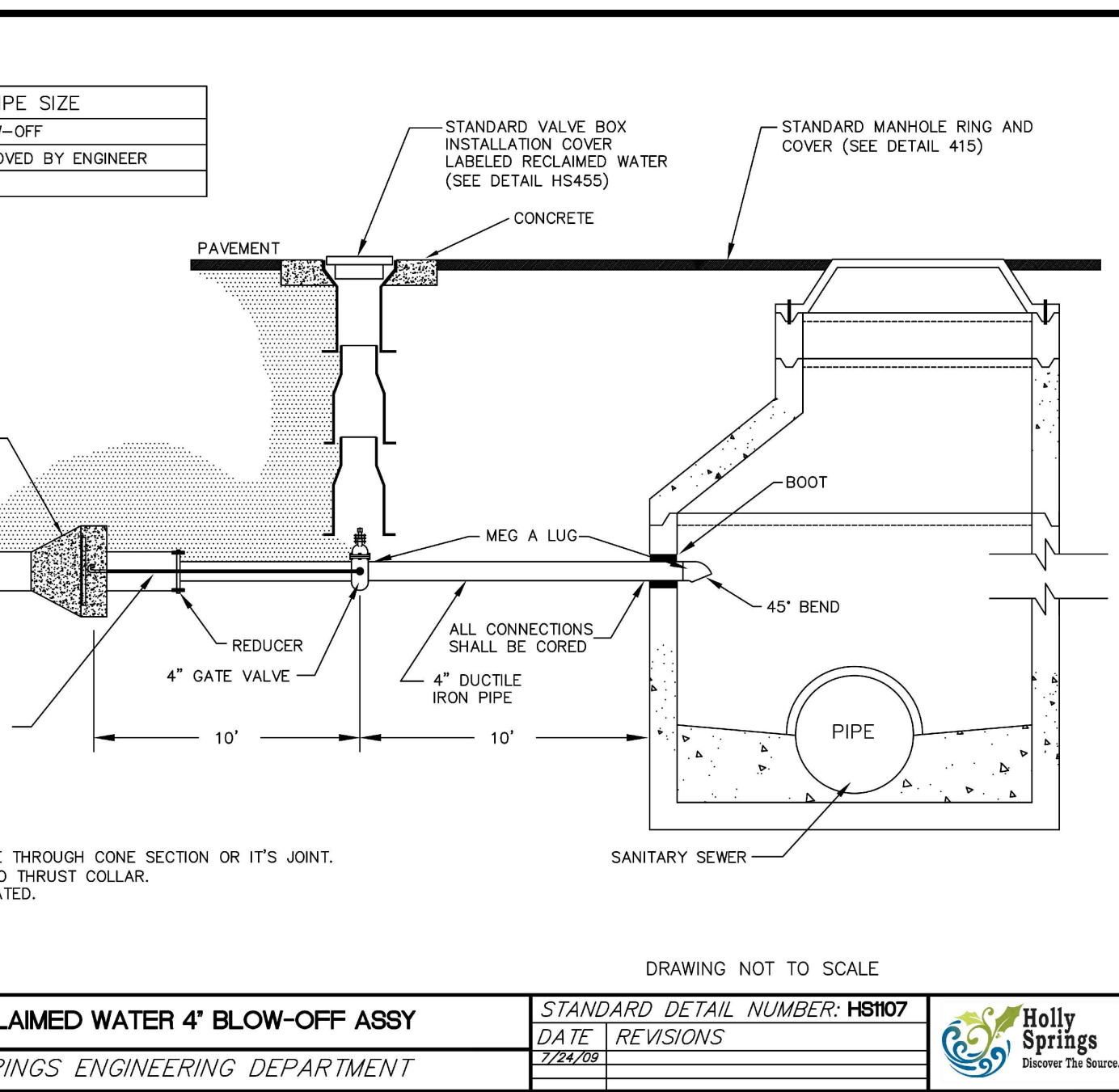
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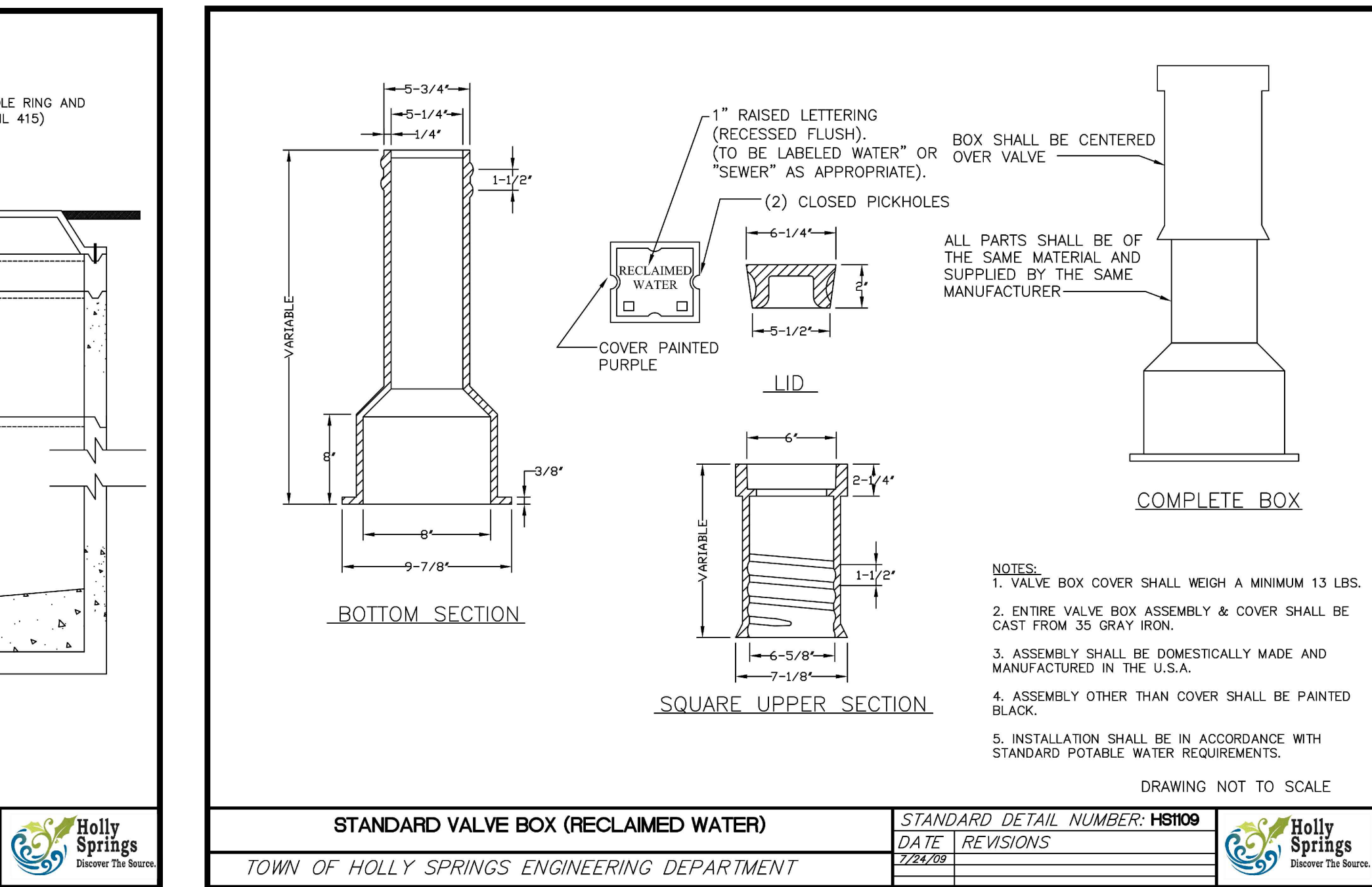
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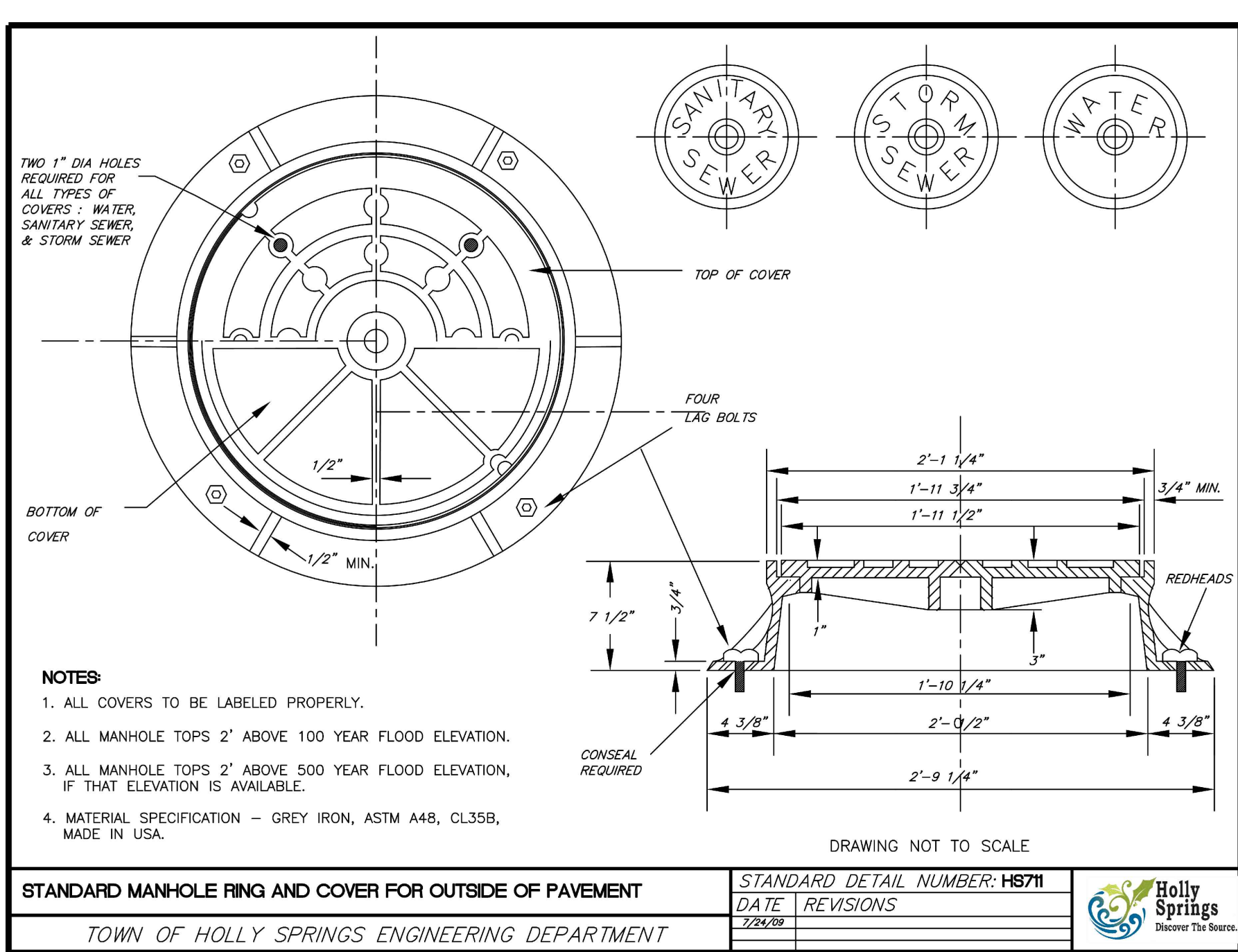
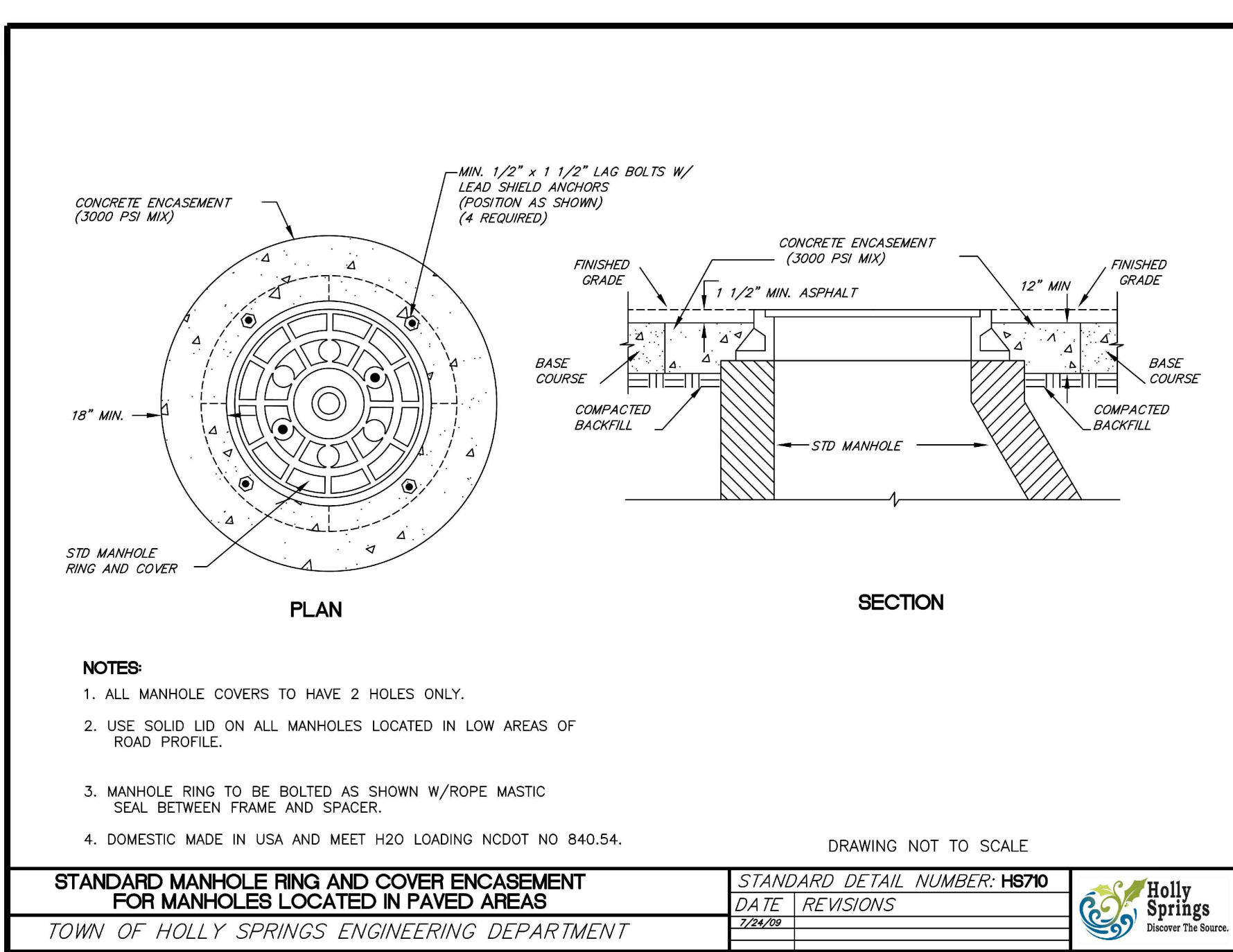
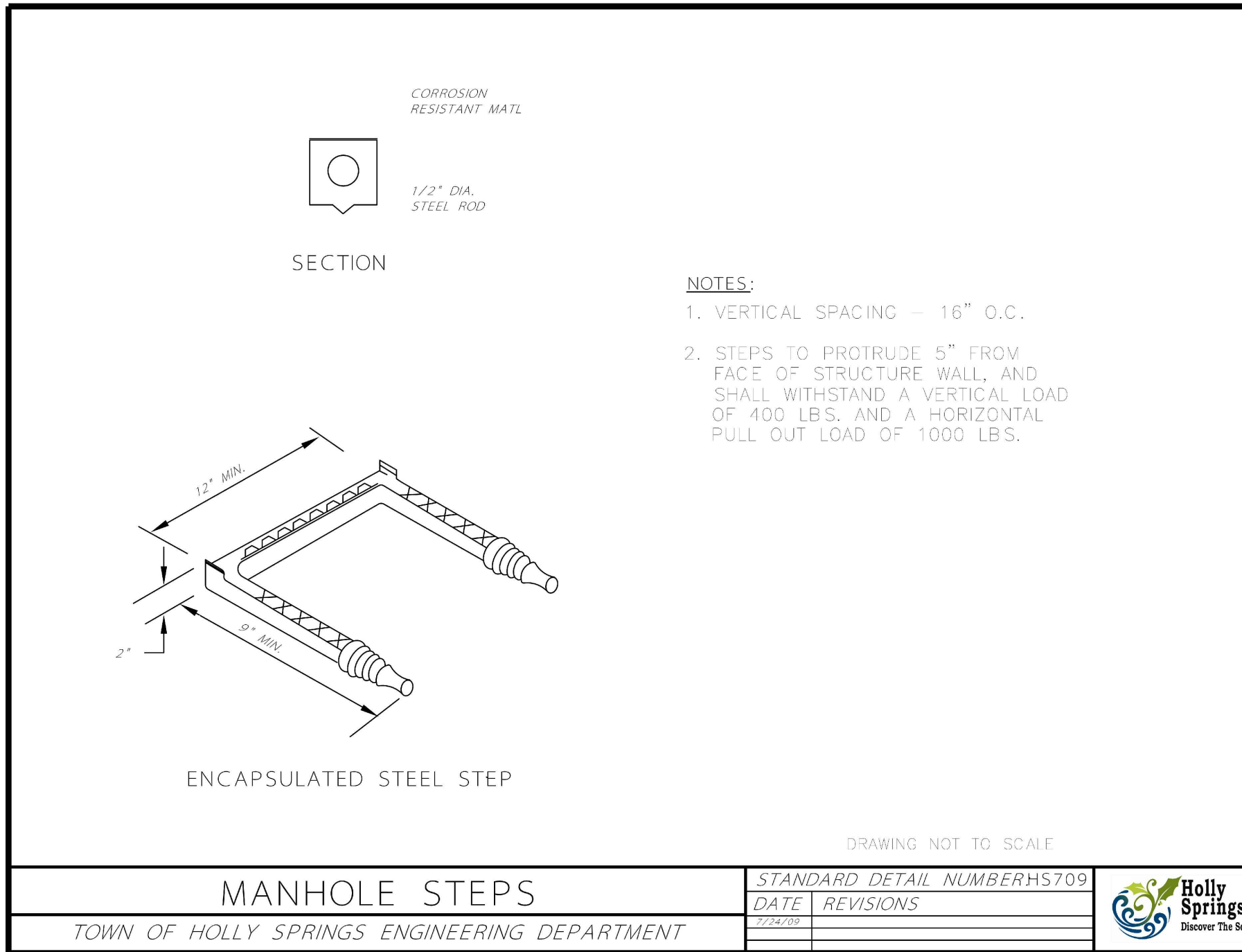
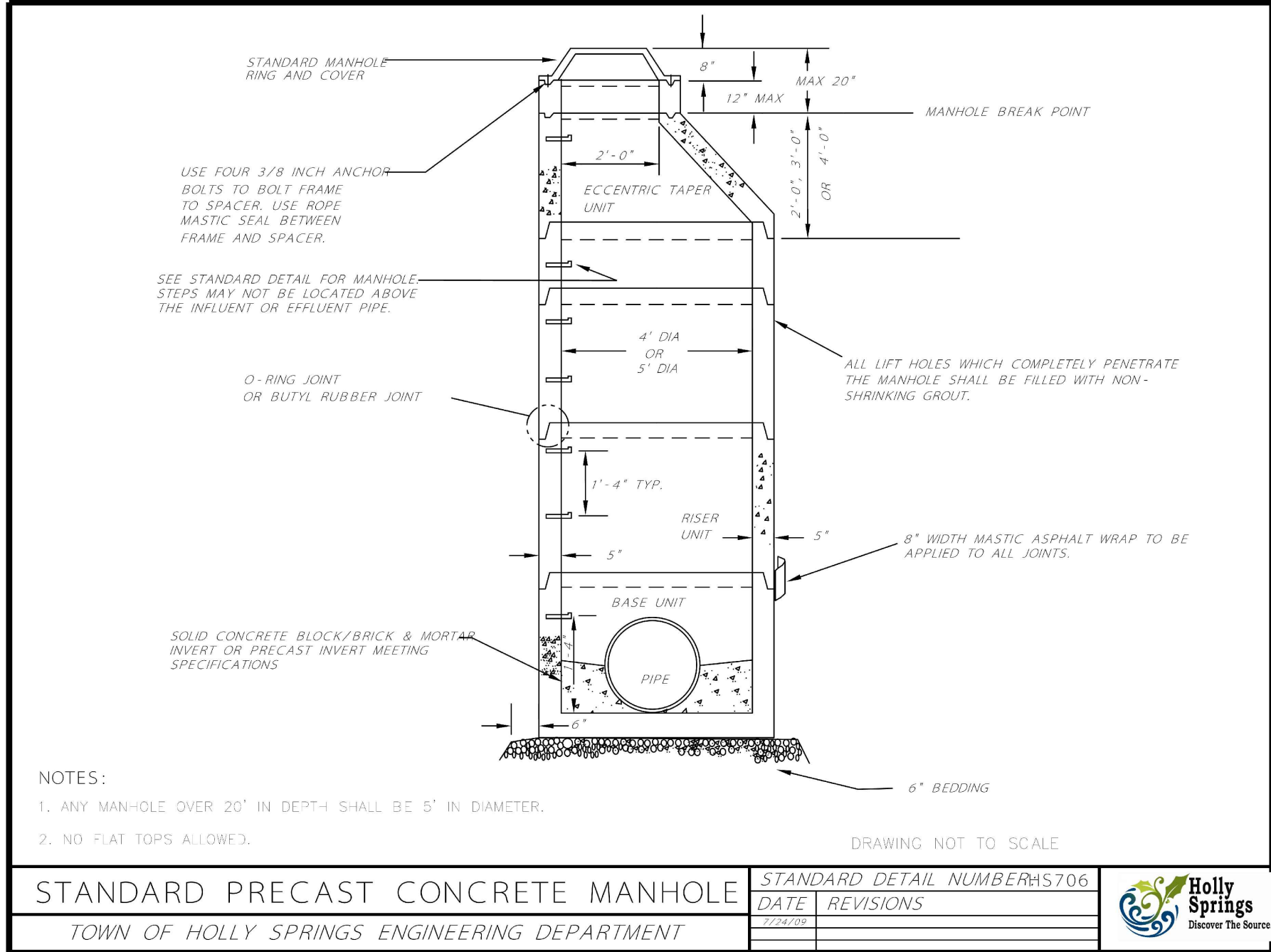
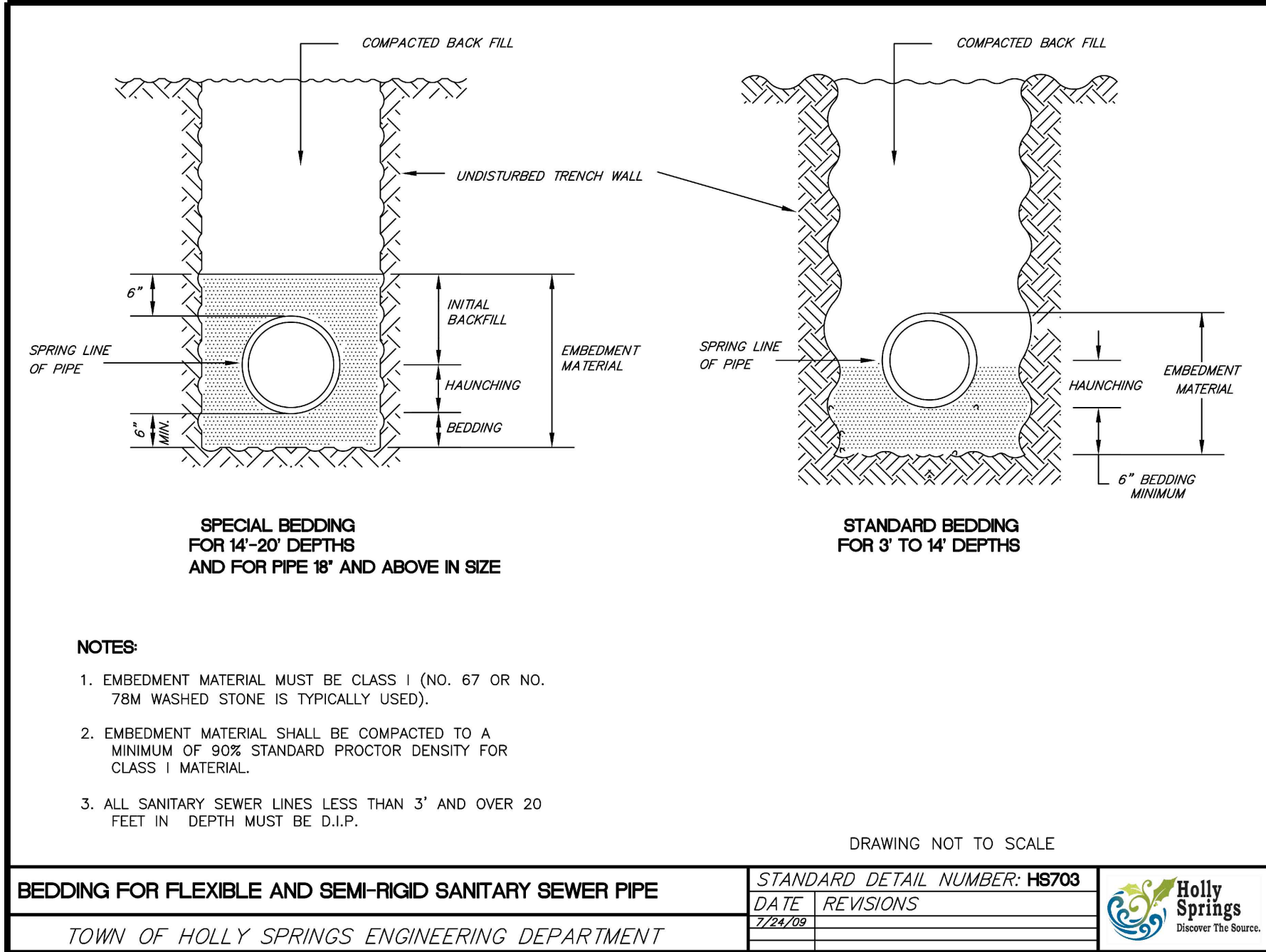
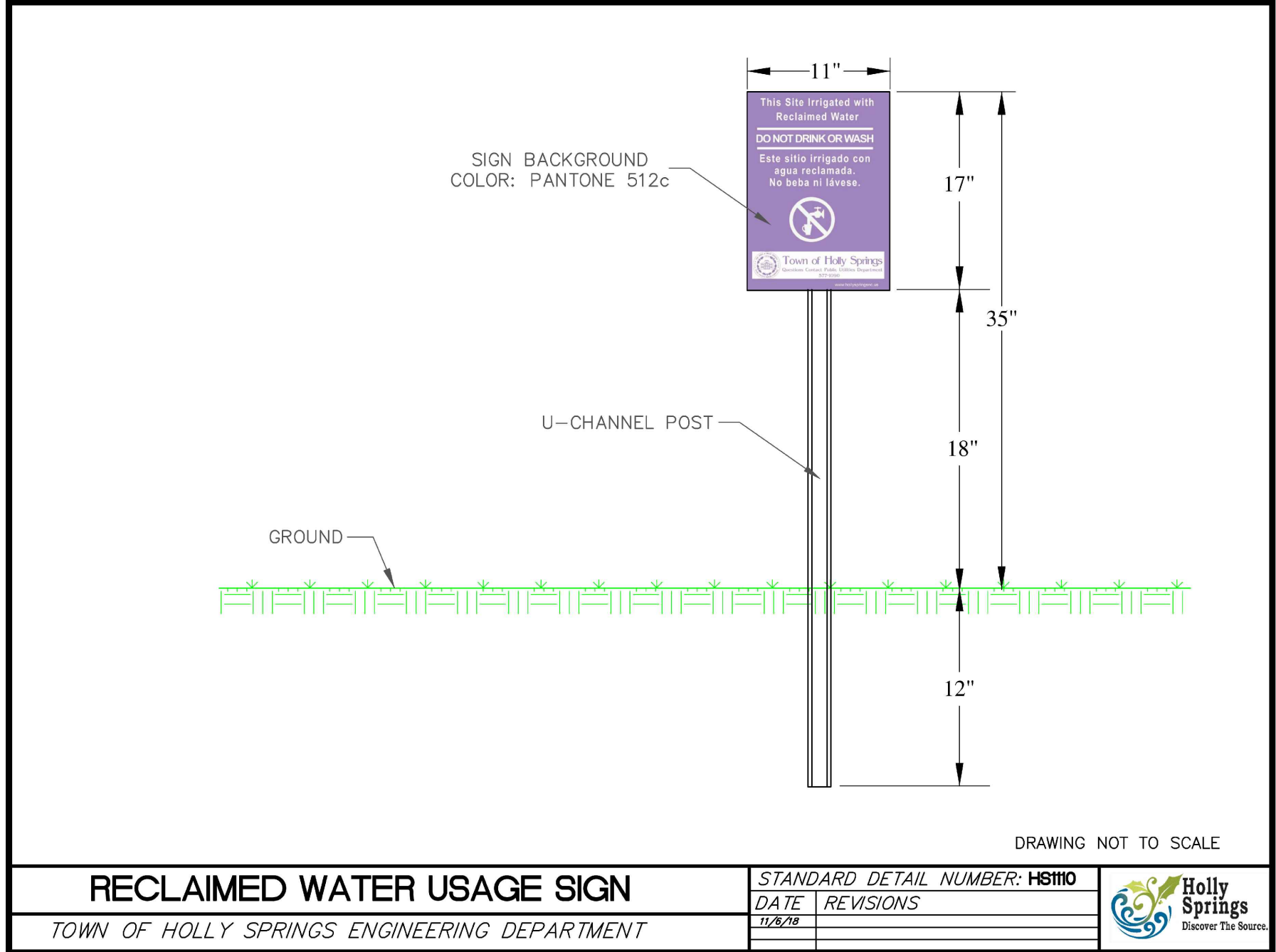
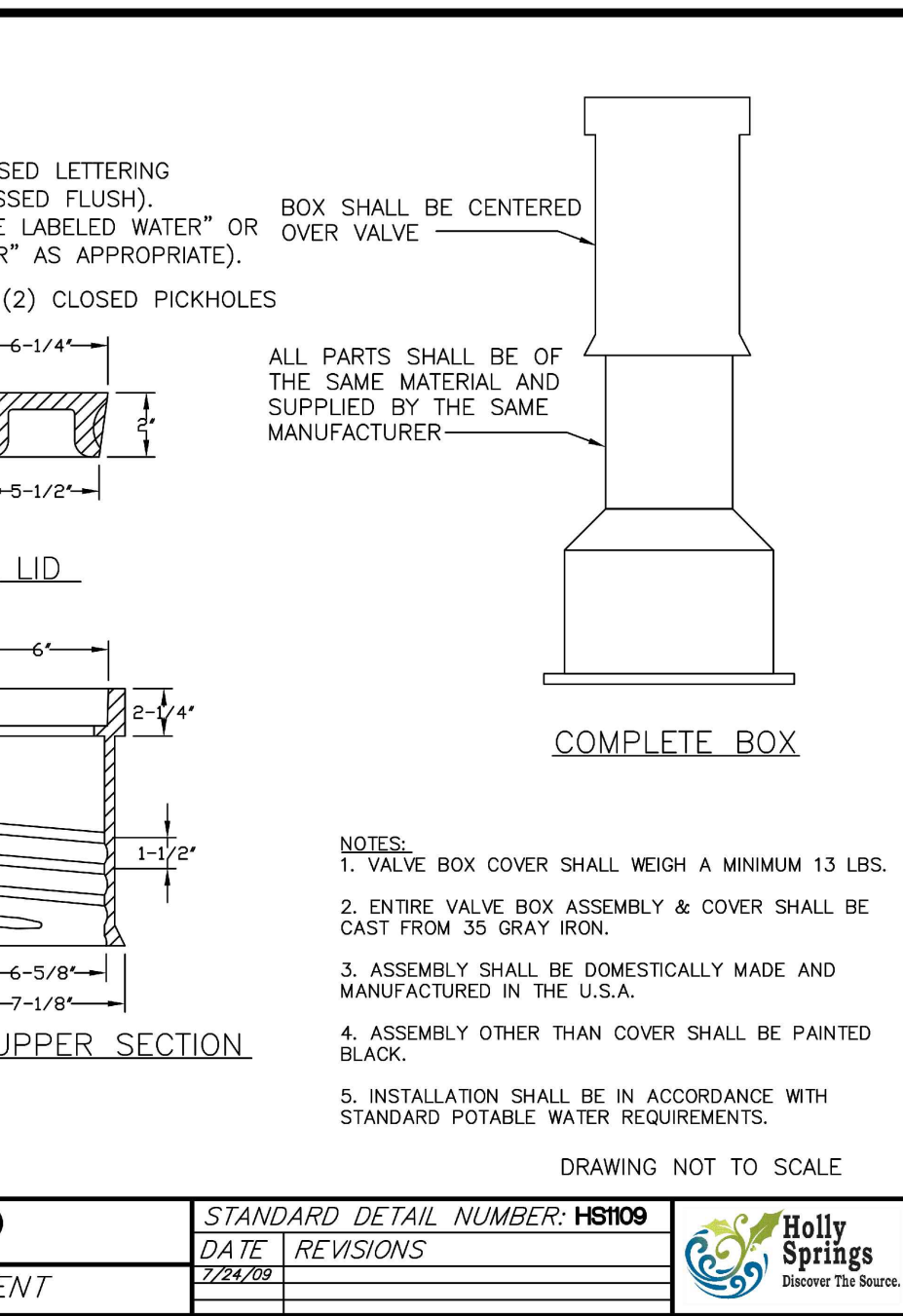
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C

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DUKE ENERGY PROGRESS, INC
CALVERT SPORTS ACADEMY AND DEVELOPMENT CENTER
CAROLINA SPRINGS PUD
100 ICE BARN ROAD
HOLLY SPRINGS, NC

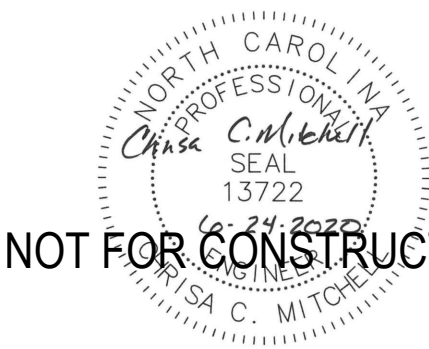
DESIGNER

CLARK NEXSEN

4525 Main Street, Suite 1400
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FAX: (757) 455-5638

CONSULTANT

SEALS



NOT FOR CONSTRUCTION

SUBMITTAL

JUNE 24, 2020

DEVELOPMENT PLAN
NOT FOR
CONSTRUCTION

REVISIONS

KEY PLAN

SHEET

UTILITY DETAILS

C-504

SHEET - OF XX -

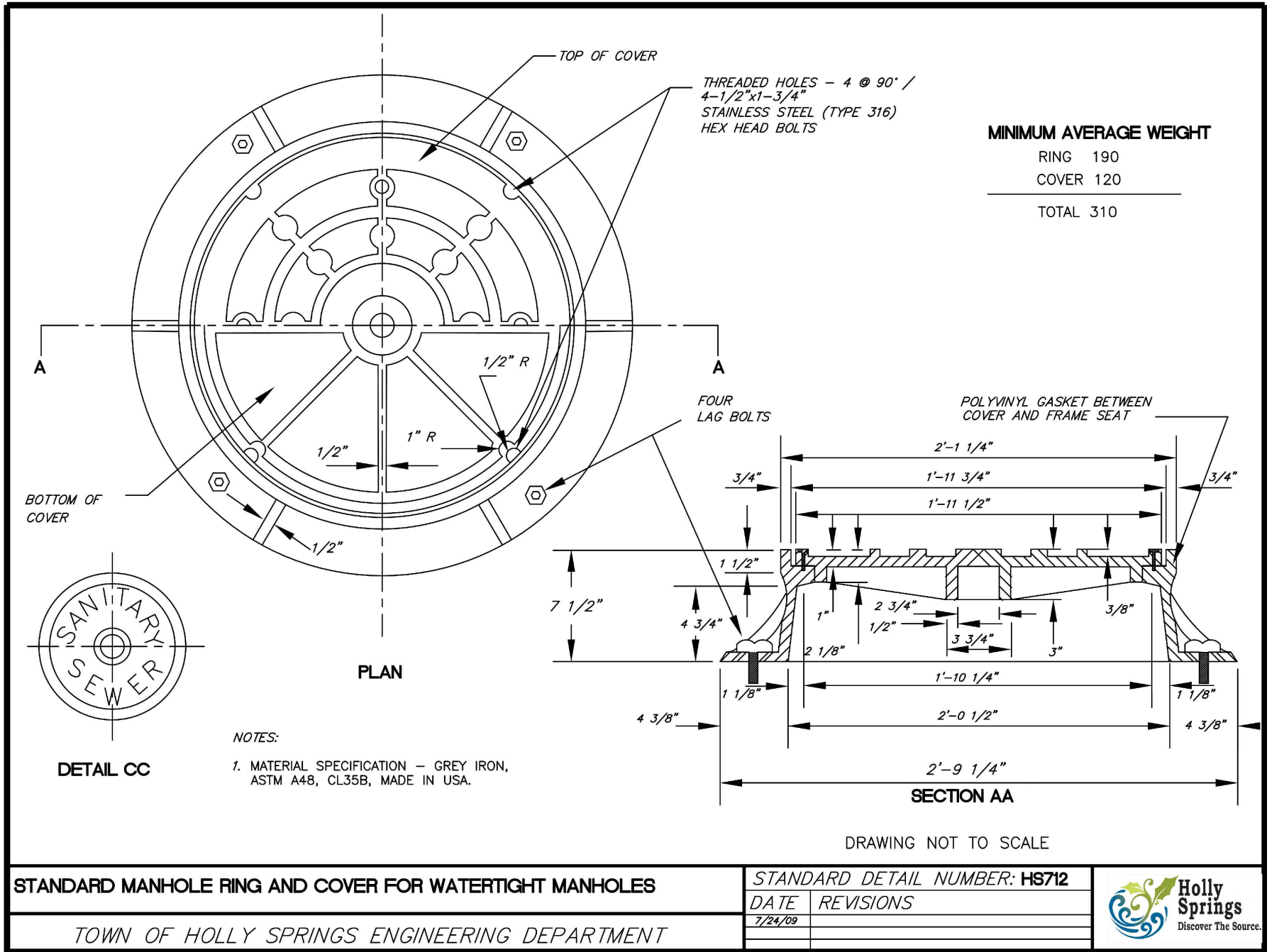
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DRAWN: **TAW**
REVIEW: **DMP**

CN 7157

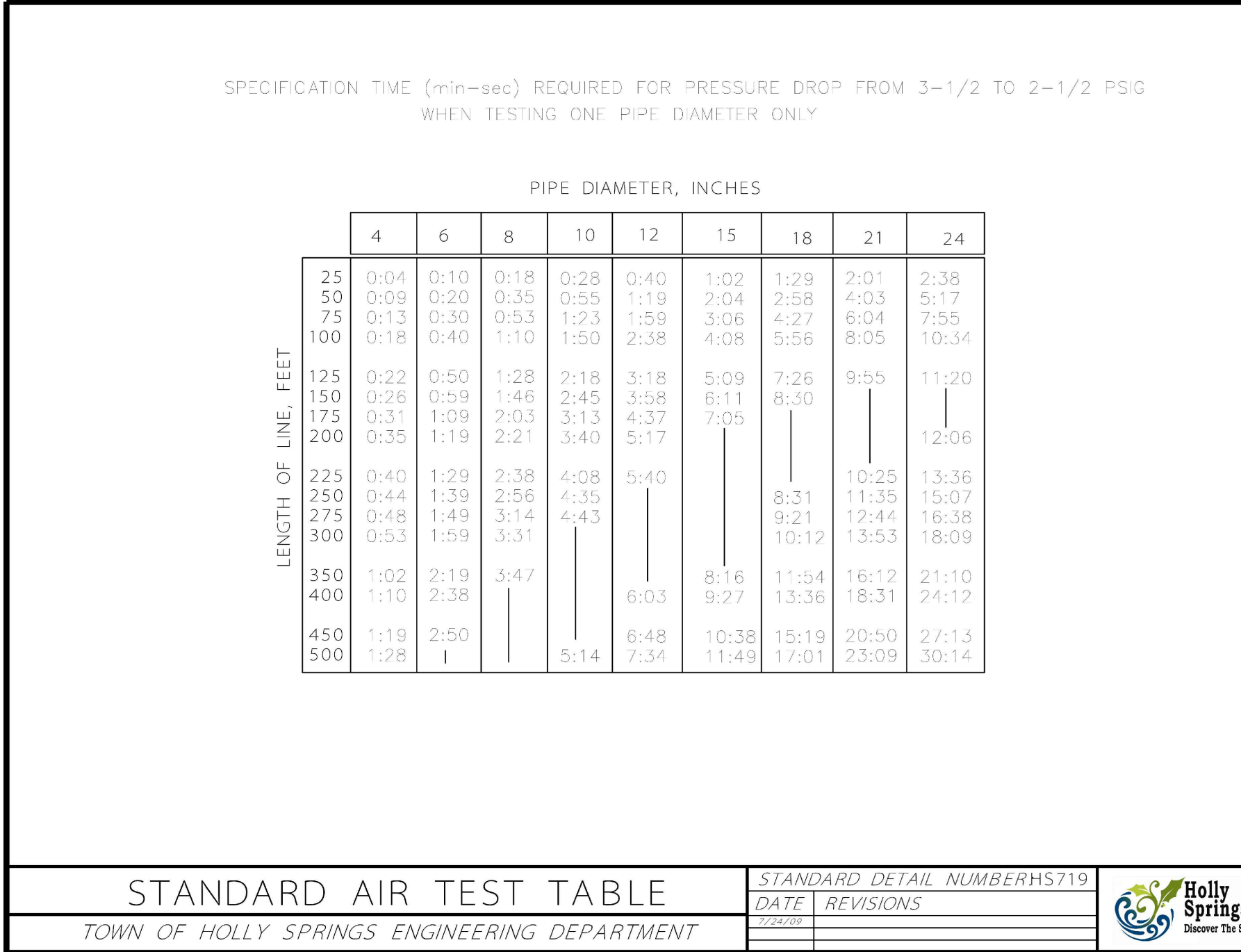
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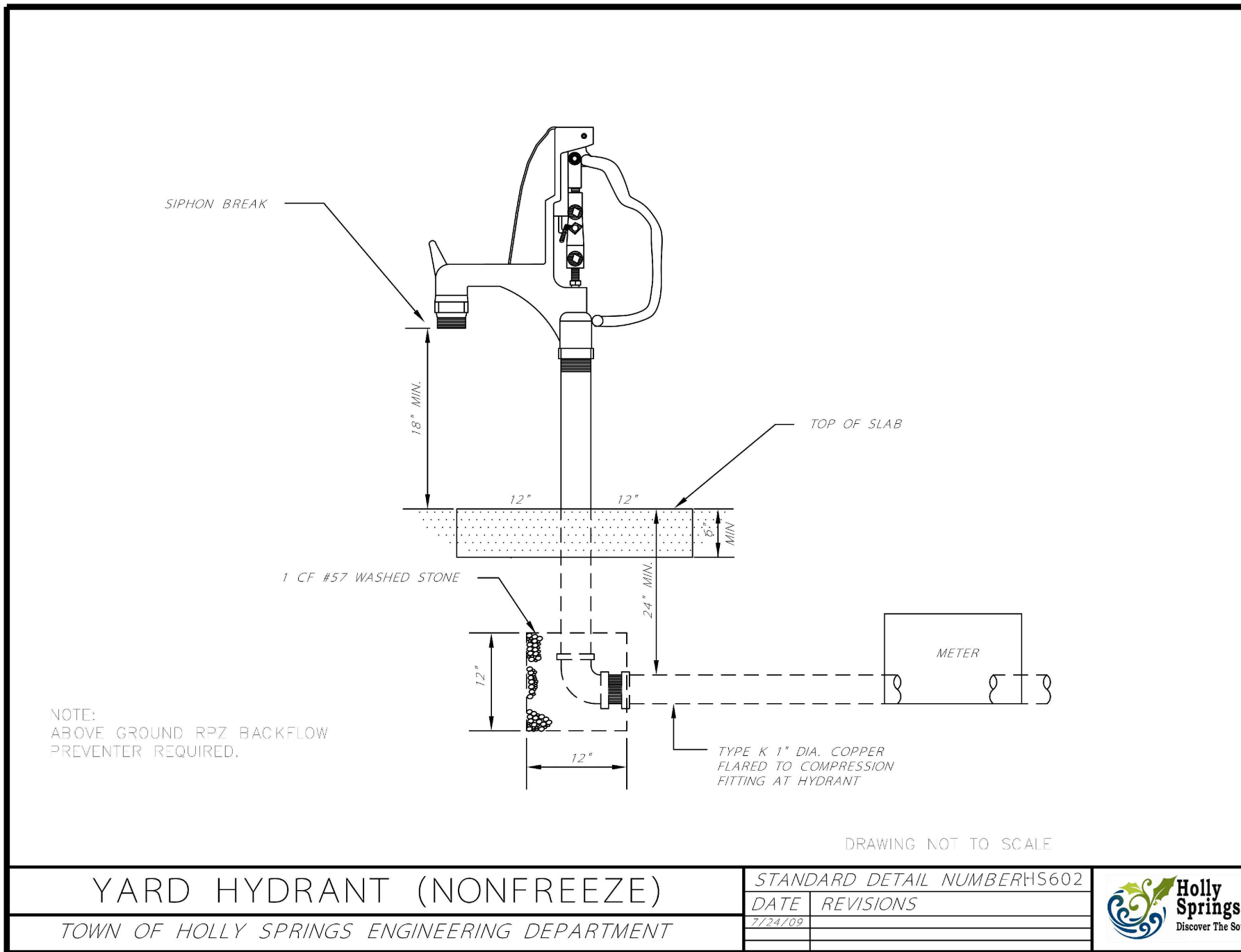
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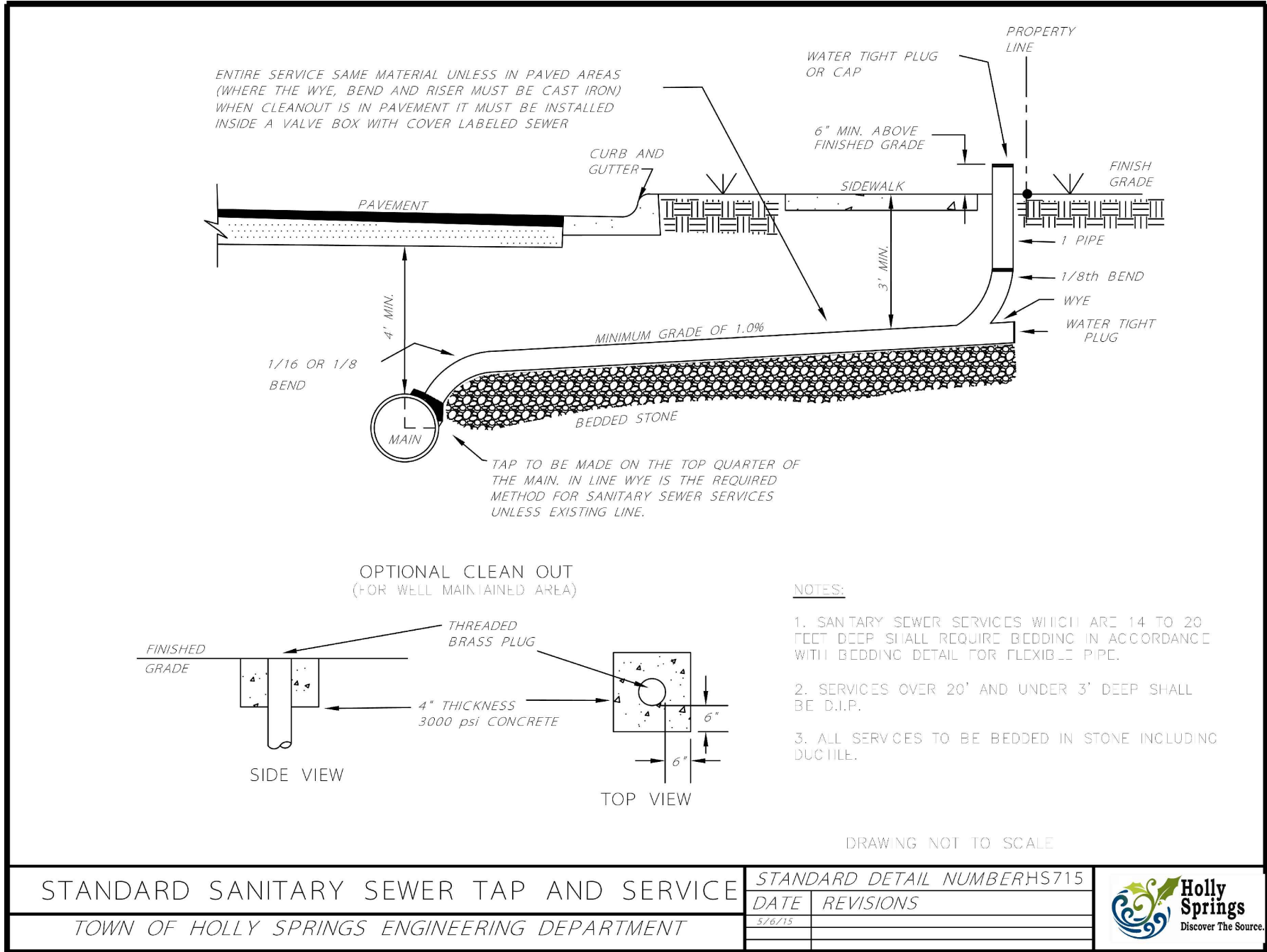
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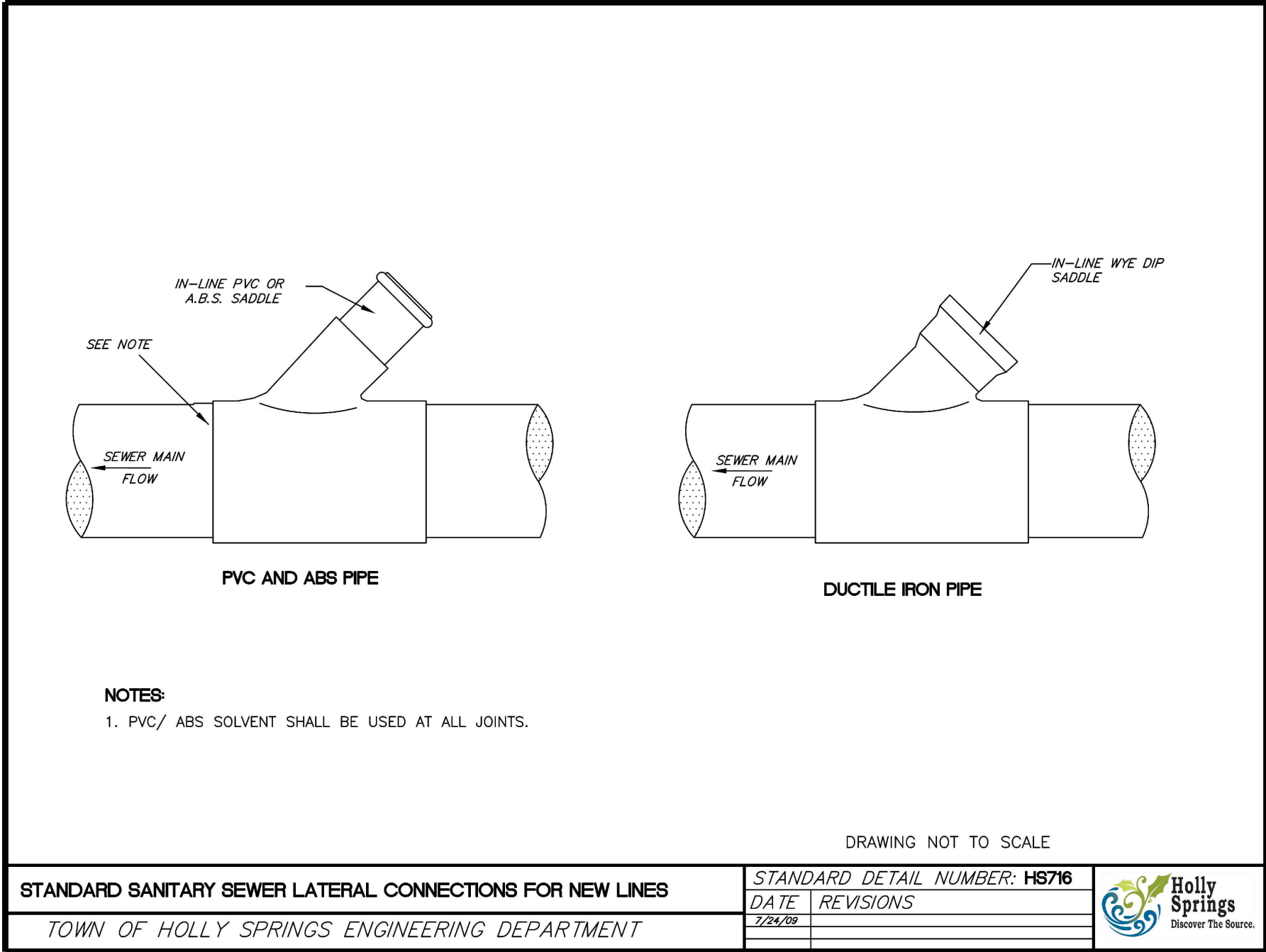
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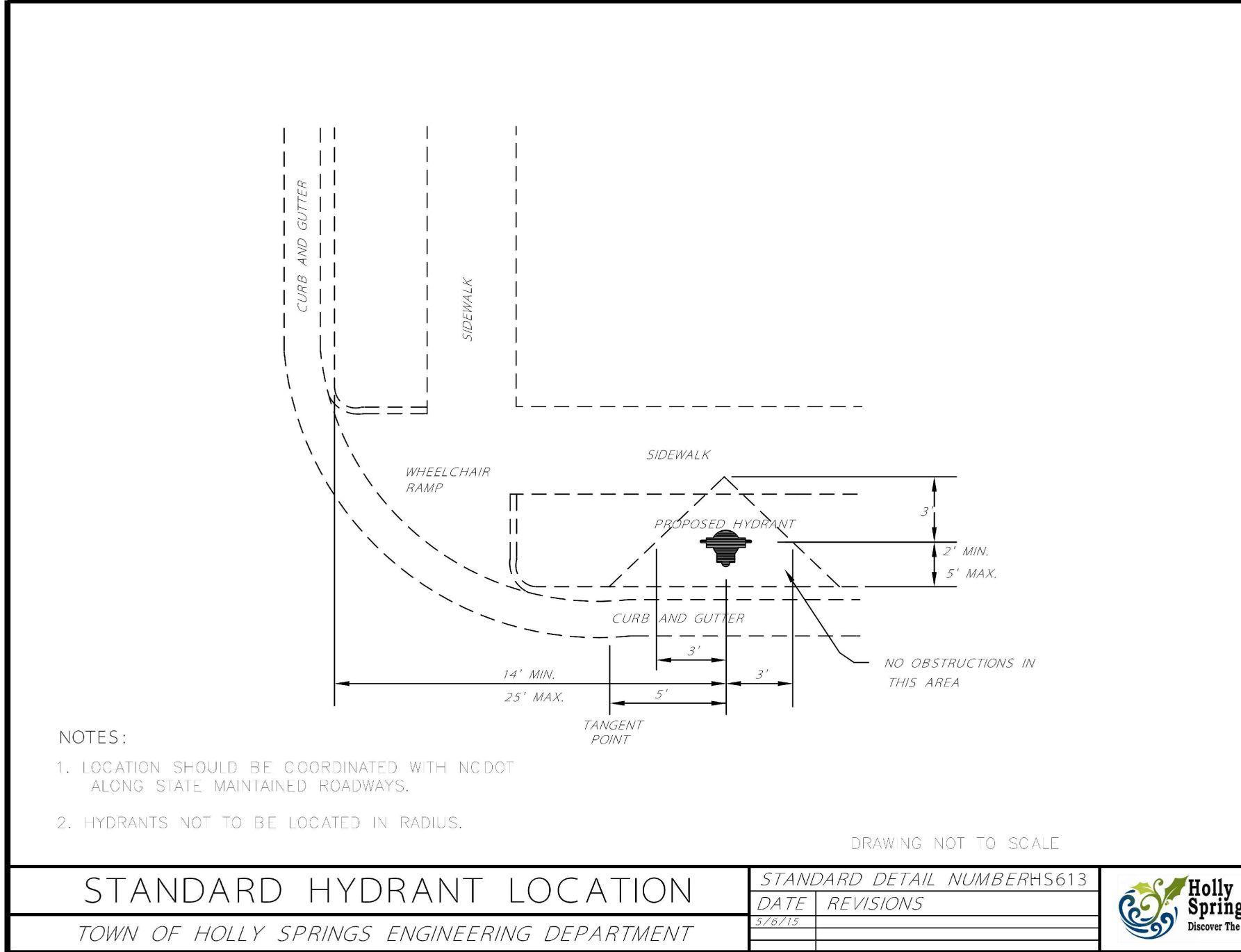
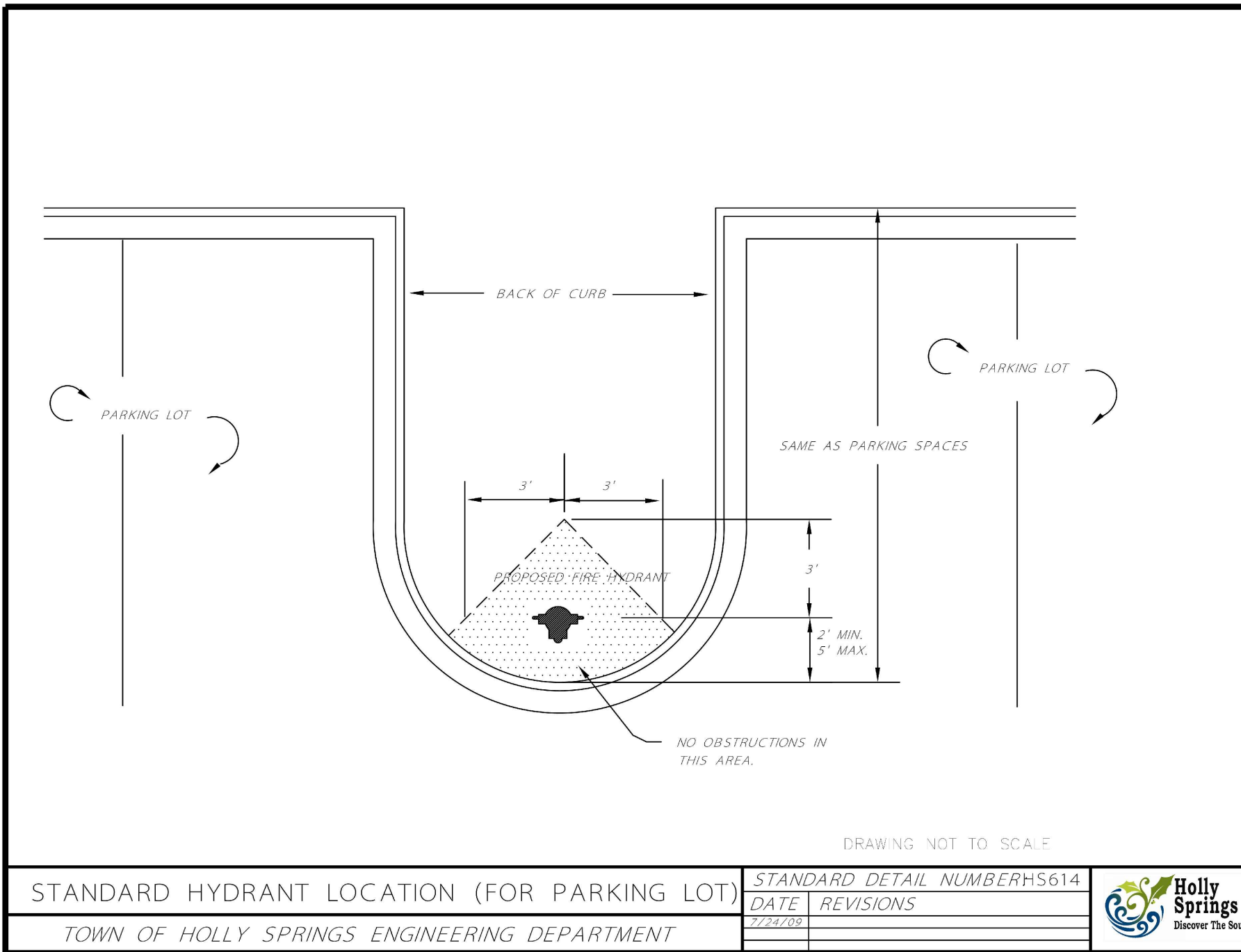
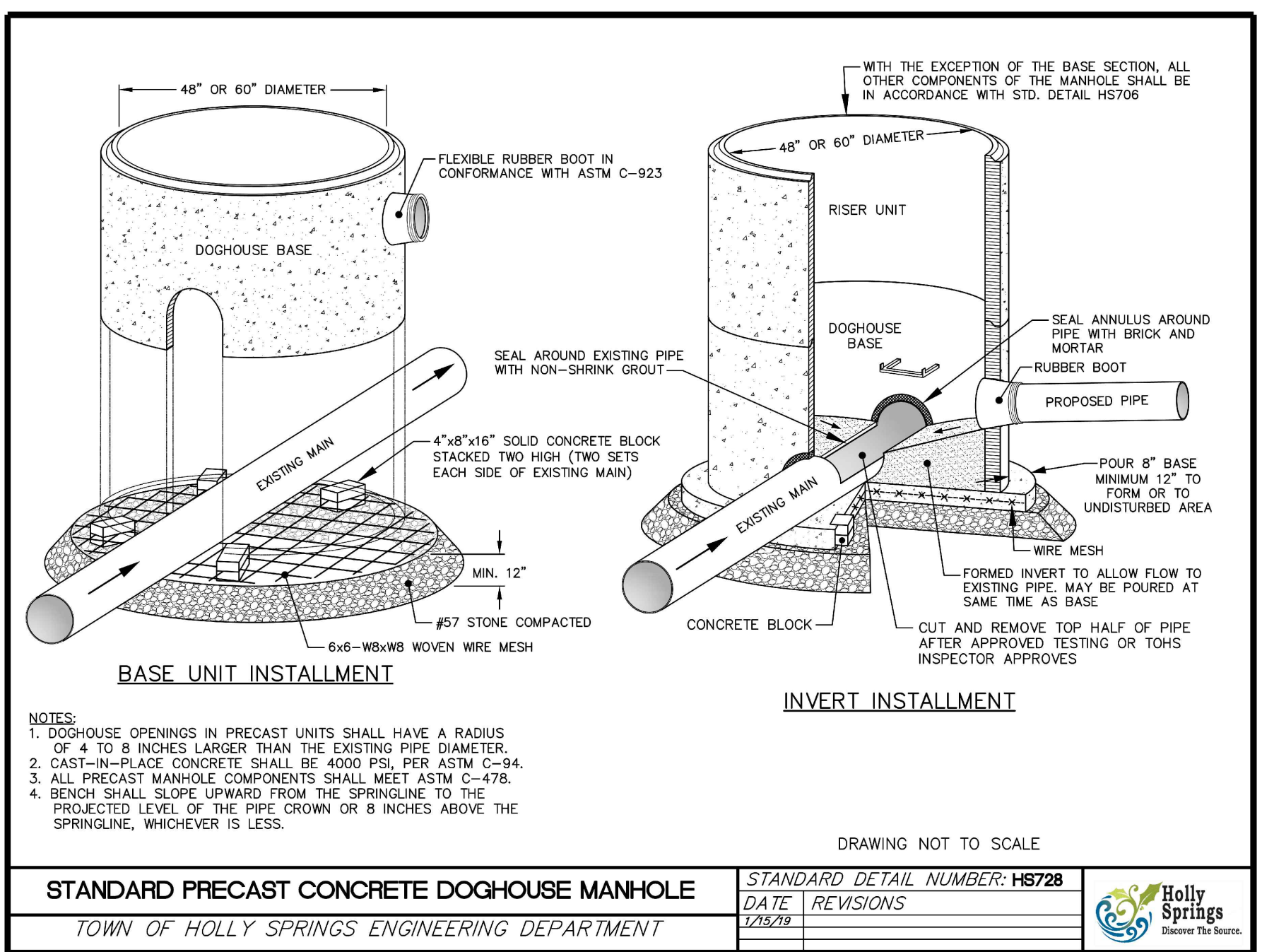
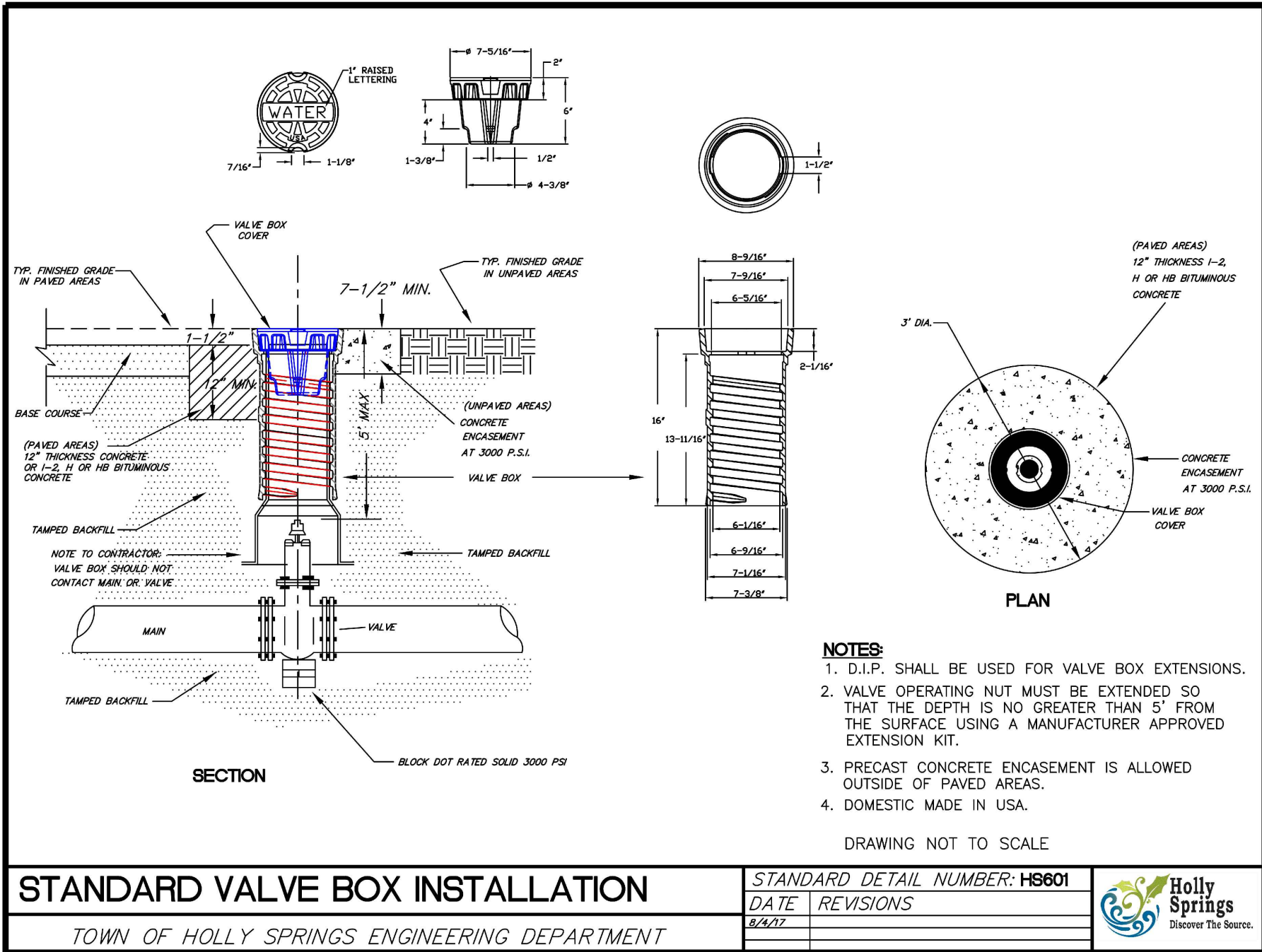
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DUKE ENERGY PROGRESS, INC
CALVERT SPORTS ACADEMY AND DEVELOPMENT CENTER
CAROLINA SPRINGS PUD
100 ICE BARN ROAD
HOLLY SPRINGS, NC

DESIGNER

CLARK NEXSEN

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FAX: (757) 455-5638

CONSULTANT

SEALS



NOT FOR CONSTRUCTION

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JUNE 24, 2020

DEVELOPMENT PLAN
NOT FOR
CONSTRUCTION

REVISIONS

KEY PLAN

SHEET

UTILITY DETAILS

C-505

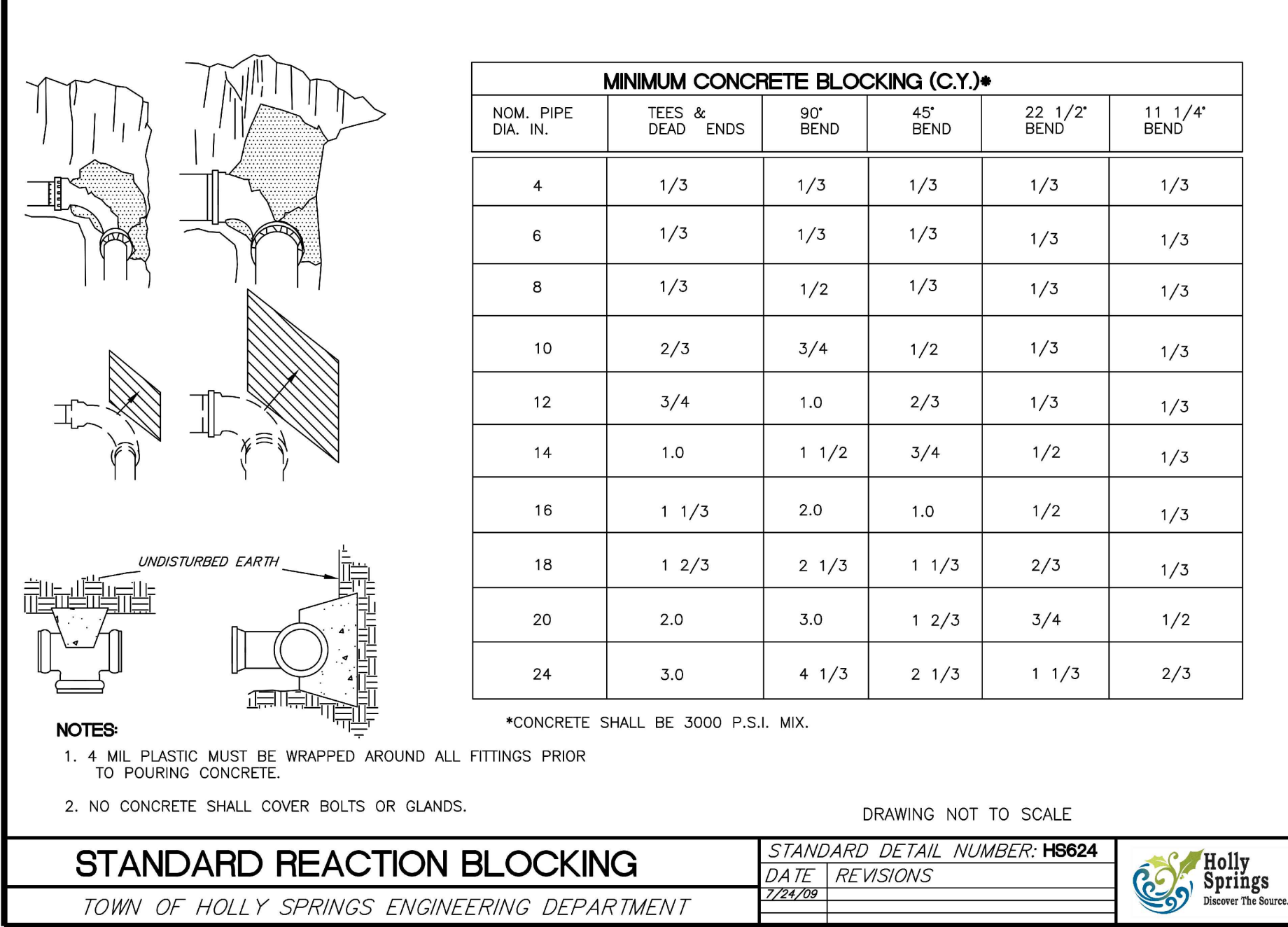
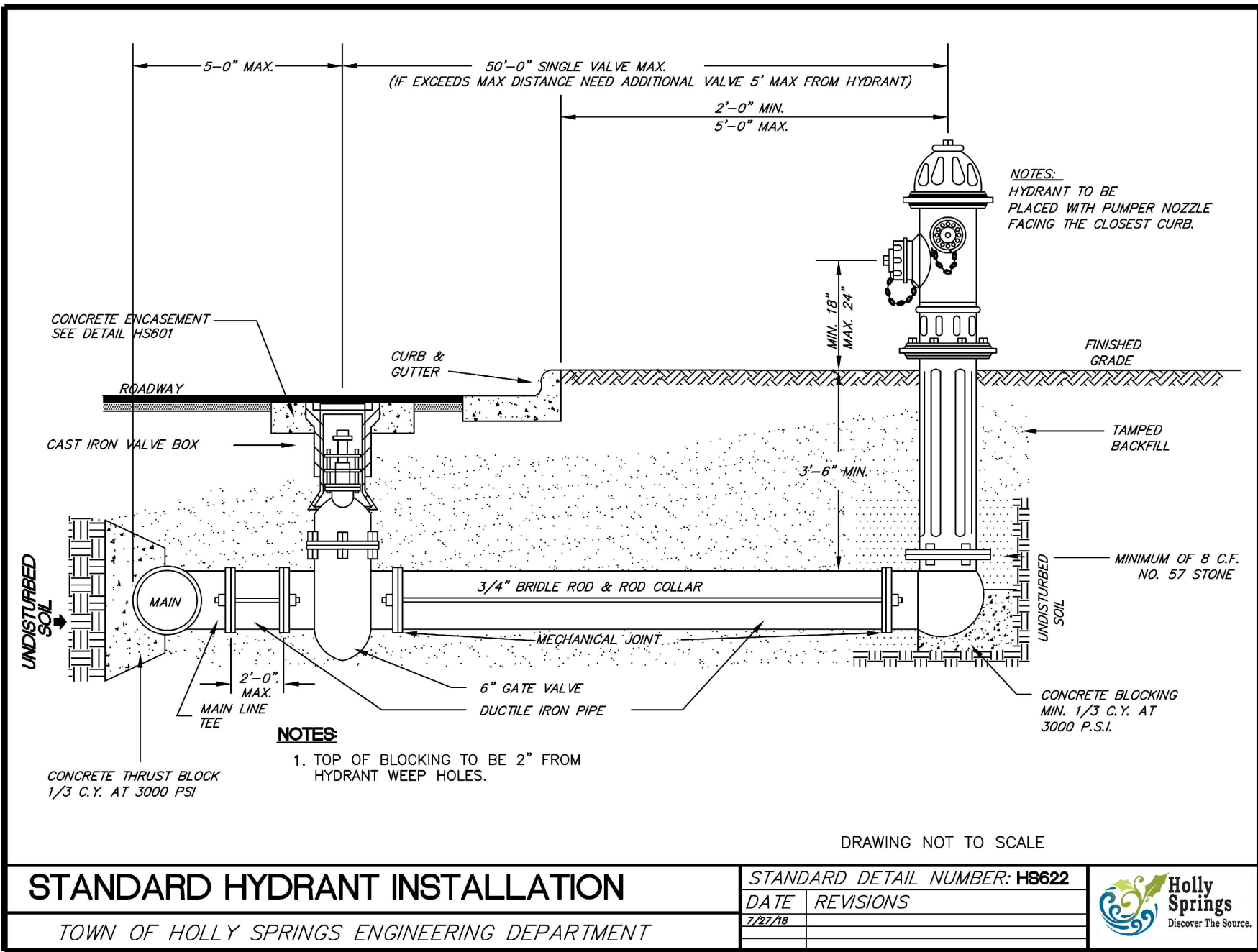
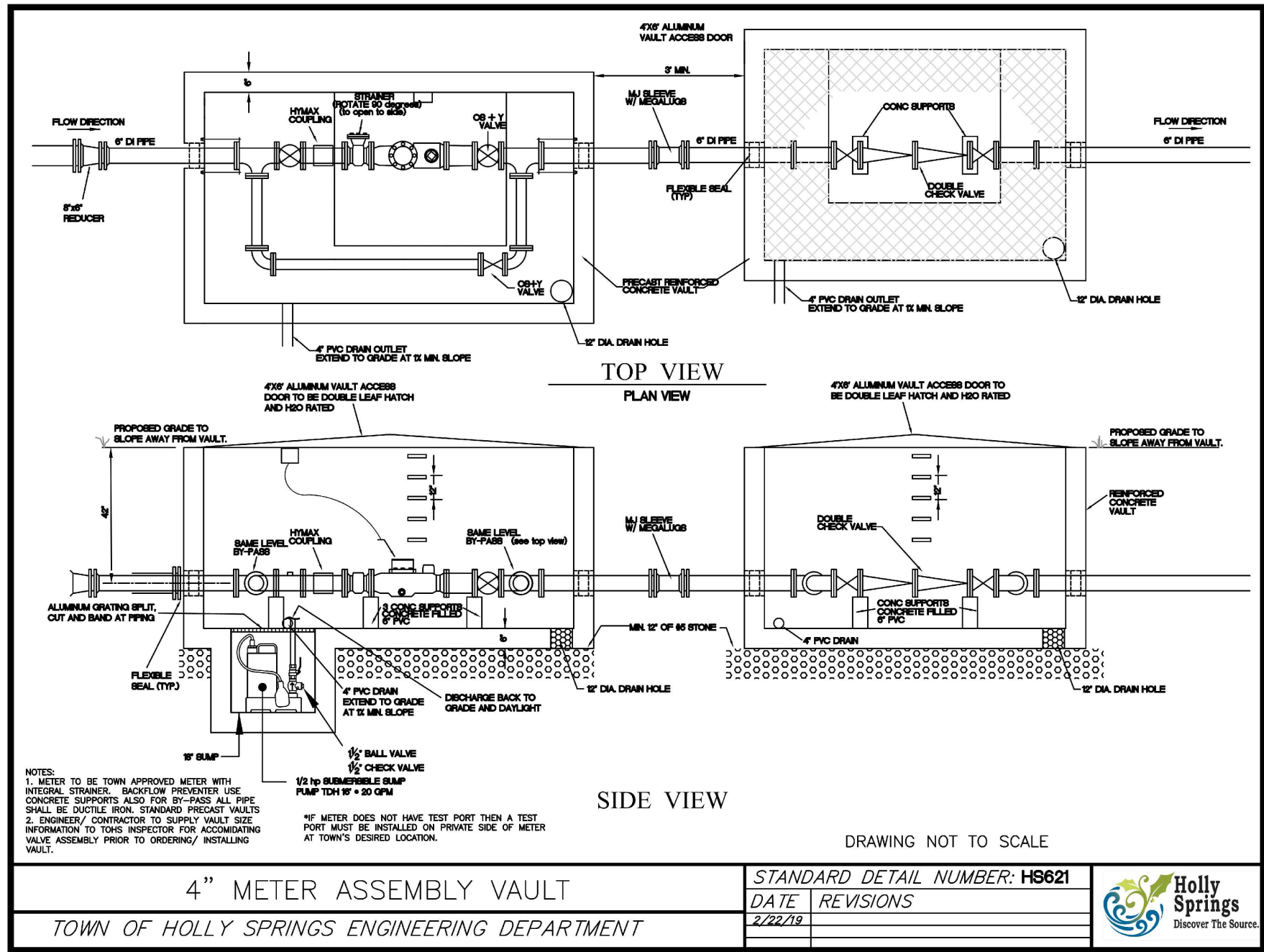
SHEET - OF XX -

DESIGN: CCM
DRAWN: TAW
REVIEW: DMP

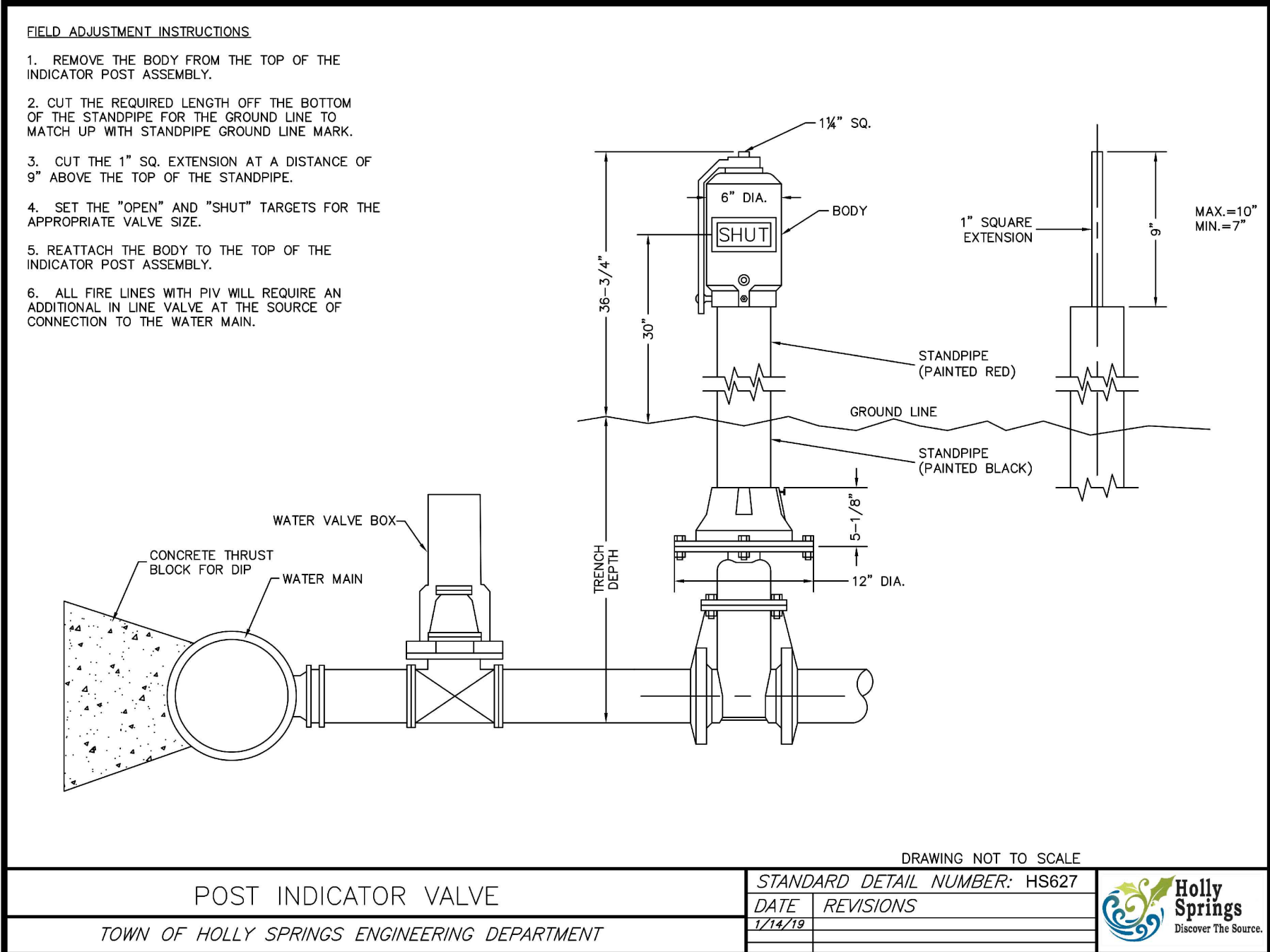
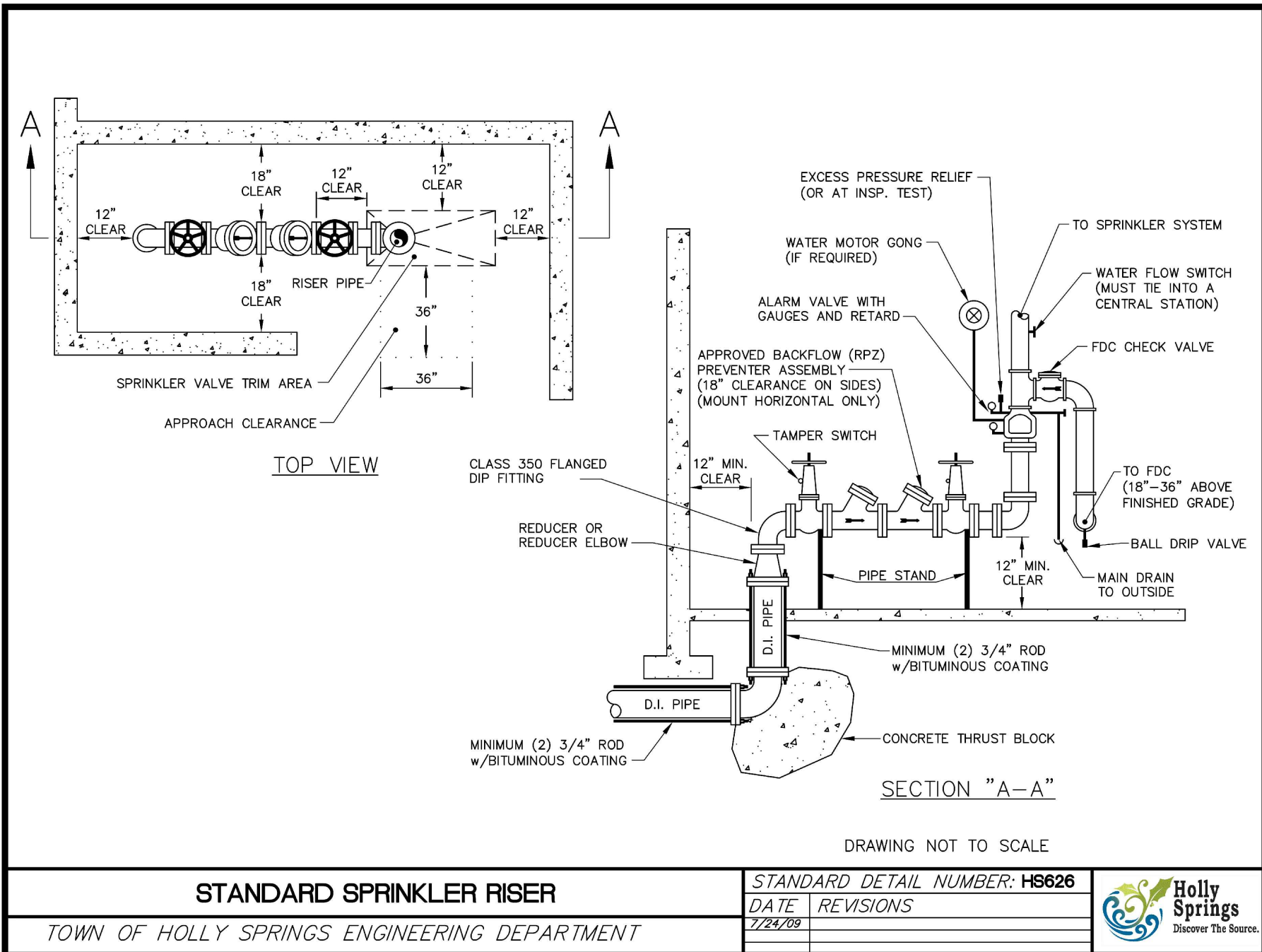
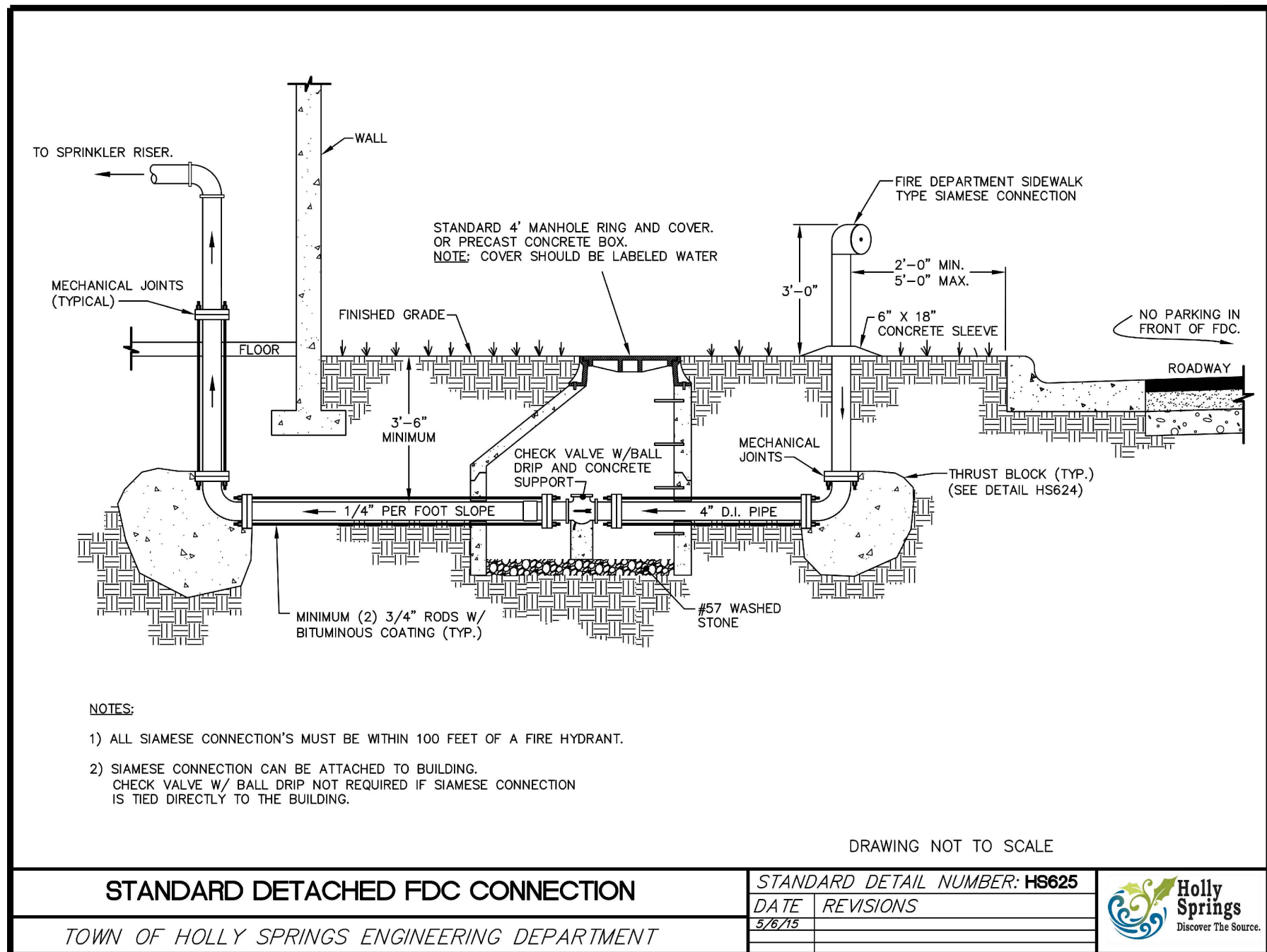
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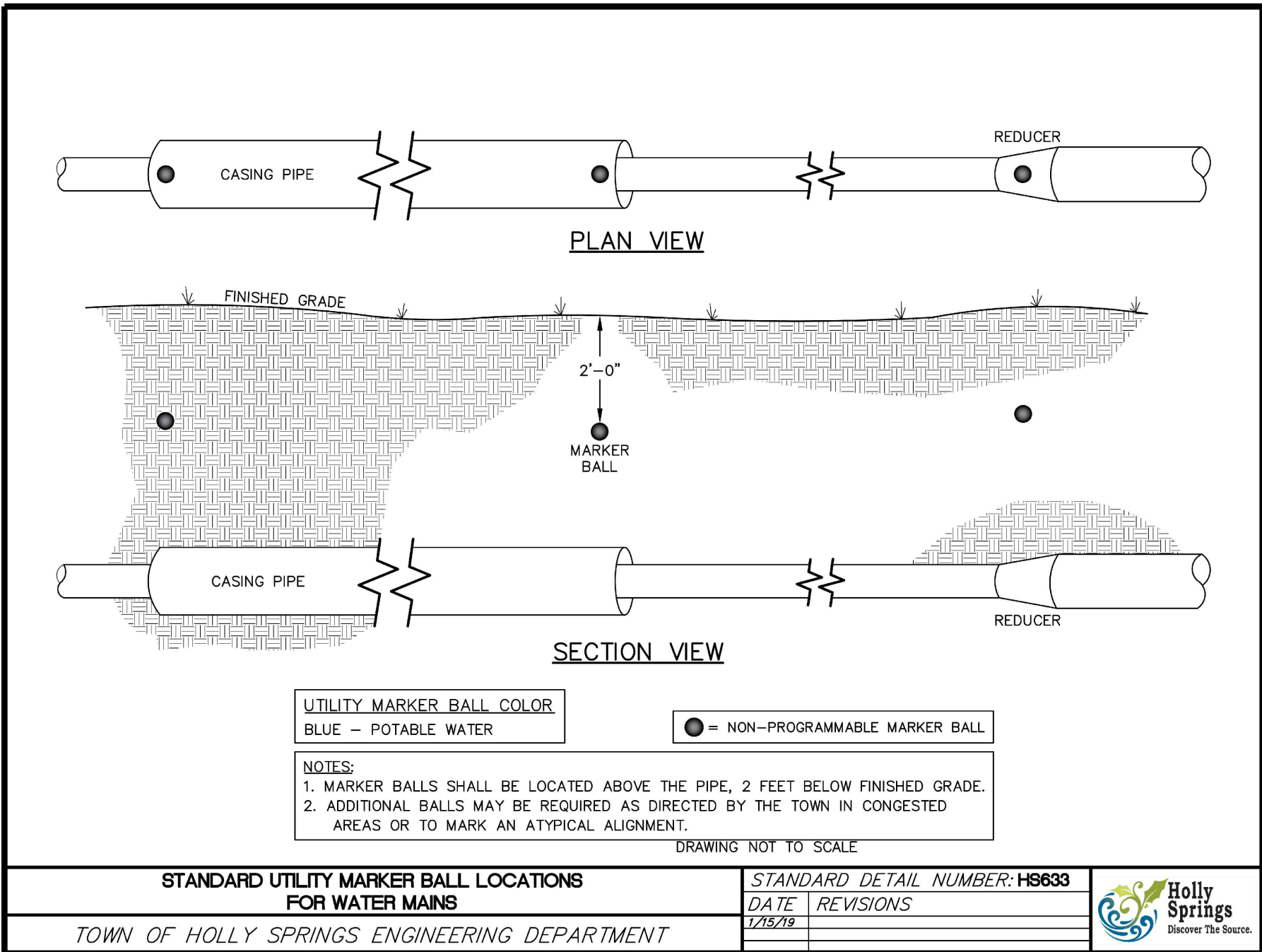
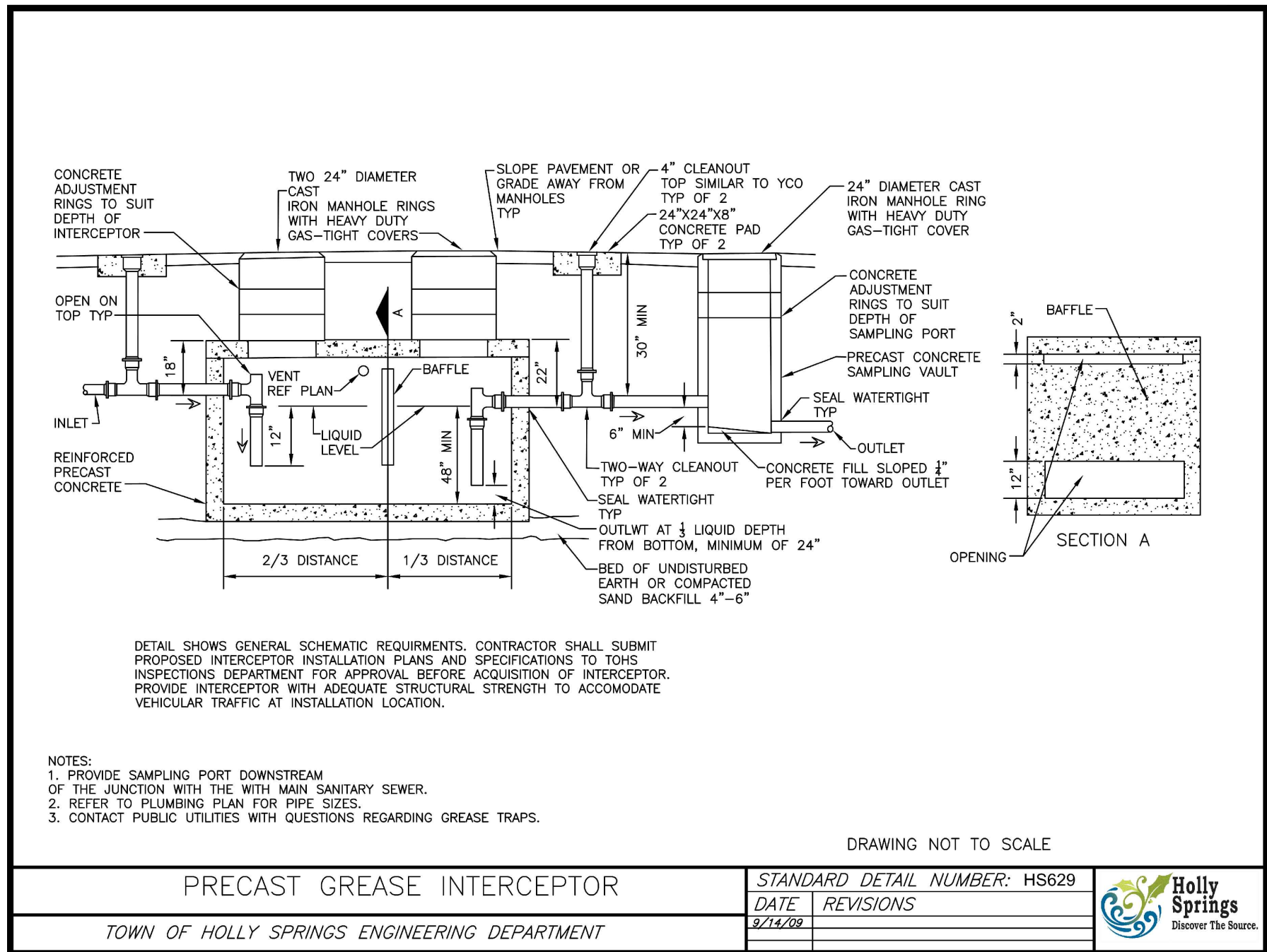
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DUKE ENERGY PROGRESS, INC
CALVERT SPORTS ACADEMY AND
DEVELOPMENT CENTER
CAROLINA SPRINGS PUD
100 ICE BARN ROAD
HOLLY SPRINGS, NC

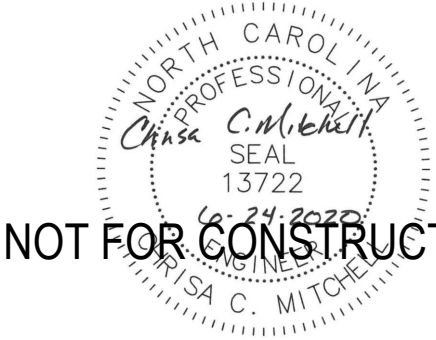
DESIGNER

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CONSULTANT

SEALS



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JUNE 24, 2020

DEVELOPMENT PLAN
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CONSTRUCTION

REVISIONS

KEY PLAN

SHEET

UTILITY DETAILS

C-506

SHEET - OF XX -

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DRAWN: TAW
REVIEW: DMP

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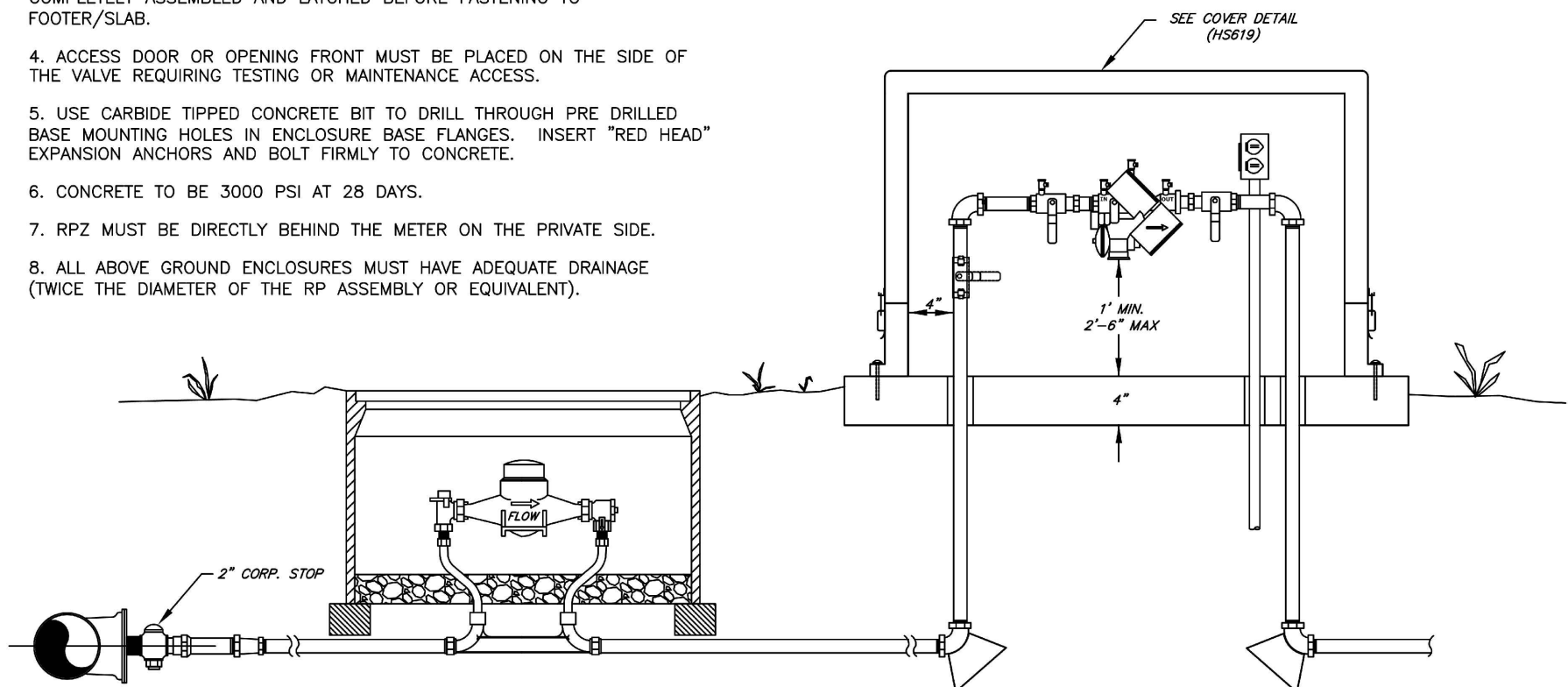
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NOTES:

1. INSTALL VALVE ASSEMBLY IN ACCORDANCE WITH DRAWINGS. BE SURE THAT THE OUTSIDE DIMENSIONS OF THE VALVE ASSEMBLY WILL FIT INTO THE BOX BEFORE SETTING "HOT BOX".
2. PROVIDE GFCI RECEPTACLE, U.L. STD. 943-NEMA3R, INSIDE ENCLOSURE. MOUNT AT LEAST 6" ABOVE DISCHARGE POINT AND NEAR PIPE RISER ON THE HEATER CONNECTION SIDE.
3. WHEN PLACING HOT BOX OVER VALVE ASSEMBLY, BOX SHOULD BE COMPLETELY ASSEMBLED AND LATCHED BEFORE FASTENING TO FOOTER/SLAB.
4. ACCESS DOOR OR OPENING FRONT MUST BE PLACED ON THE SIDE OF THE VALVE REQUIRING TESTING OR MAINTENANCE ACCESS.
5. USE CARBIDE TIPPED CONCRETE BIT TO DRILL THROUGH PRE DRILLED BASE MOUNTING HOLES IN ENCLOSURE BASE FLANGES. INSERT "RED HEAD" EXPANSION ANCHORS AND BOLT FIRMLY TO CONCRETE.
6. CONCRETE TO BE 3000 PSI AT 28 DAYS.
7. RPZ MUST BE DIRECTLY BEHIND THE METER ON THE PRIVATE SIDE.
8. ALL ABOVE GROUND ENCLOSURES MUST HAVE ADEQUATE DRAINAGE (TWICE THE DIAMETER OF THE RPZ ASSEMBLY OR EQUIVALENT).



RPZ INSTALLATION FOR COMMERCIAL IRRIGATION METERS

TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT

STANDARD DETAIL NUMBER: H6618

DATE REVISIONS

7/24/20



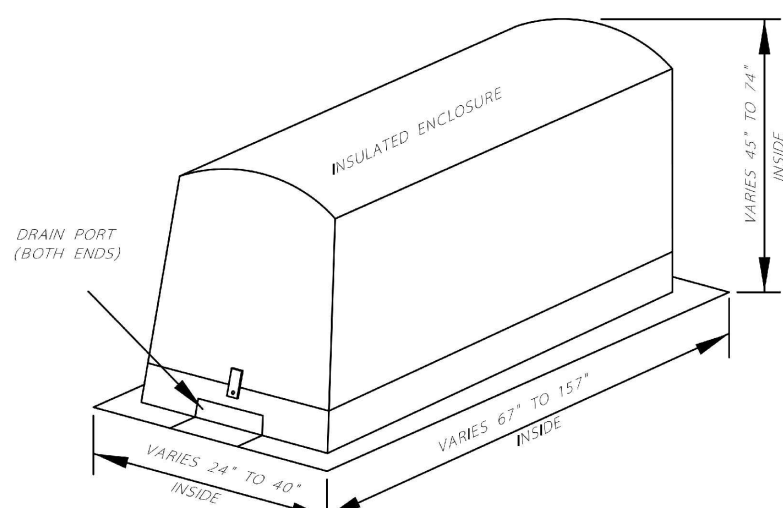
OUTDOOR RPZ SERVICES COVER

TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT

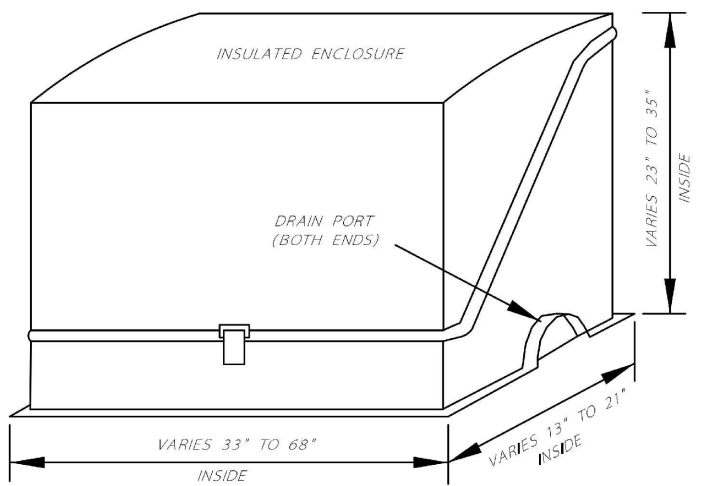
STANDARD DETAIL NUMBER: S619

DATE REVISIONS

7/24/20



HINGED TOP



HINGED PANEL

ACCESS OPENING MUST BE ON THE SIDE OF THE VALVE REQUIRING TESTING OR MAINTENANCE ACCESS

DRAWING NOT TO SCALE

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CALVERT SPORTS ACADEMY AND DEVELOPMENT CENTER
CAROLINA SPRINGS PUD
100 ICE BARN ROAD
HOLLY SPRINGS, NC

DESIGNER



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CONSULTANT

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JUNE 24, 2020

DEVELOPMENT PLAN
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REVISIONS

KEY PLAN

SHEET

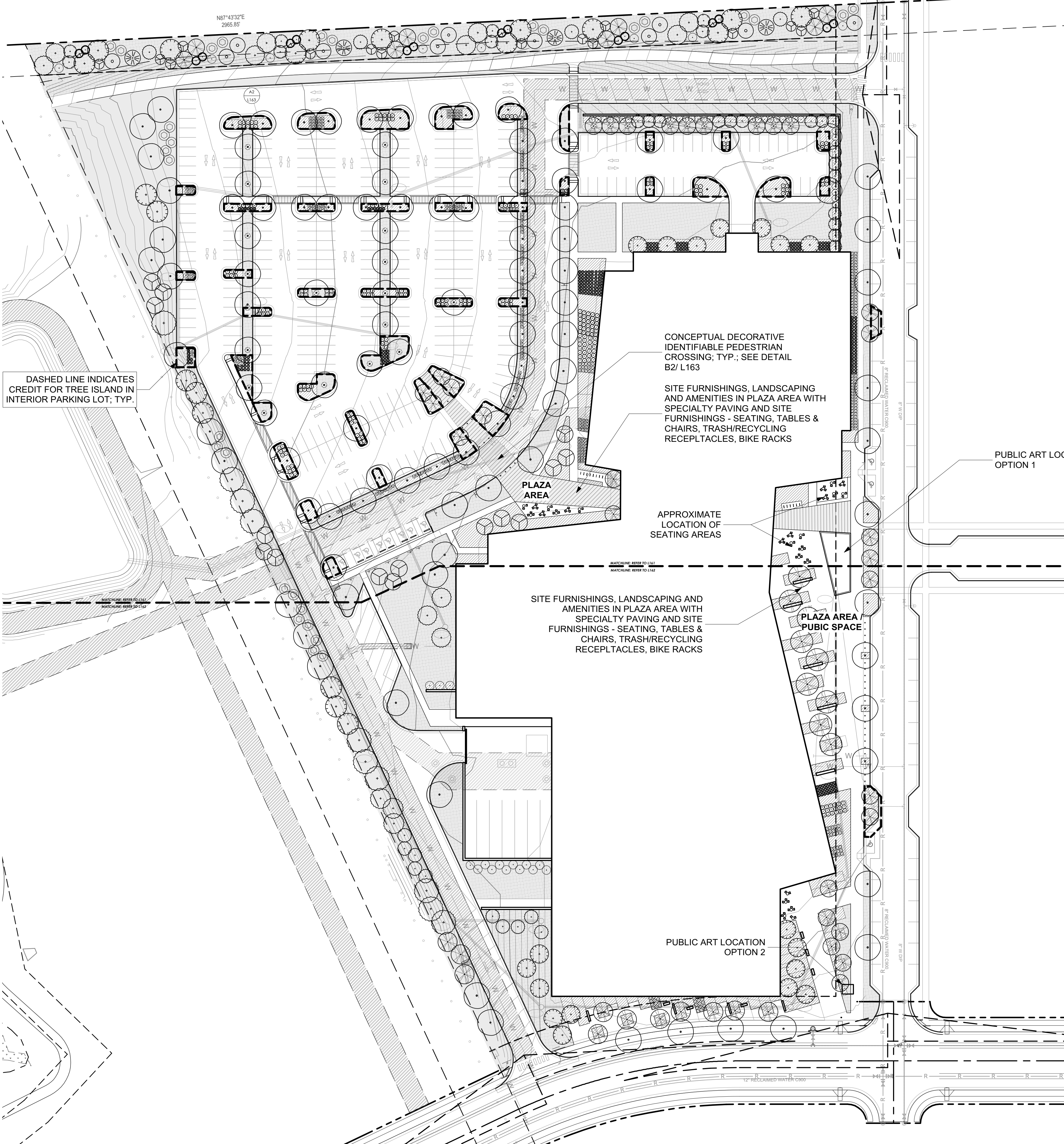
UTILITY DETAILS

C-507

SHEET - OF XX -

DESIGN: CCM
DRAWN: TAW
REVIEW: DMP

CN 7157



PLANTING NOTES

- EXISTING UTILITIES SHOWN ARE APPROXIMATE AND SHALL BE VERIFIED IN THE FIELD PRIOR TO BEGINNING WORK. IDENTIFY LOCATION OF EXISTING UTILITIES PRIOR TO BEGINNING CONSTRUCTION. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN WORKING AROUND EXISTING UTILITIES TO REMAIN.
- PLANT LIST IS PROVIDED FOR CONVENIENCE ONLY, IN THE CASE OF DISCREPANCIES BETWEEN THE PLAN AND PLANT LIST QUANTITIES, THE PLAN SHALL TAKE PRECEDENCE.
- AFTER THE SITE IS STABILIZED AND FREE OF SEDIMENTATION, THE CONTRACTOR SHALL REMOVE ALL TEMPORARY EROSION CONTROL DEVICES, SILT, RIP RAP AND TEMPORARY STONE STAGING AREAS FOR REPLACEMENT WITH PLANTING SOIL. PROVIDE PLANTING ACCORDING TO THE LANDSCAPE PLAN.
- TEMPORARY EROSION CONTROL SEED MUST BE FULLY REMOVED PRIOR TO PREPARATION OF PERMANENT SEED, SOD OR LANDSCAPE BEDS.
- UNLESS OTHERWISE NOTED IN THE PLANT LIST, OWNER SHALL OBTAIN AND INSTALL ONLY PLANT MATERIAL THAT IS GROWN ON ITS OWN ROOT - GRAFTED OR BUDDED PLANT MATERIAL WILL BE REJECTED.
- ALL TREES SHALL BE OBTAINED FROM THE NURSERY WITH EXPOSED ROOT CROWNS. B&B MATERIAL DELIVERED TO SITE WITH BURIED OR RECENTLY BURIED ROOT CROWNS WILL BE REJECTED.
- OWNER WILL NOTIFY LANDSCAPE ARCHITECT OF PLANT SUBSTITUTIONS IN ANY MEASUREMENT OR SPECIES INDICATED. SEE SPECIFICATIONS FOR FULL NOTIFICATION REQUIREMENTS.
- CONTRACTOR SHALL STAKE ALL PLANT LOCATIONS IN THE FIELD. OBTAIN APPROVAL FROM LARCH PRIOR TO STARTING PLANT INSTALLATIONS
- DO NOT PLANT IN STORM WATER CONVEYANCE SWALES OR PROVIDE FINE GRADING THAT DISRUPTS FLOW OR CHANGES LONGITUDINAL SLOPES.
- PLANT THE OUTER EDGES OF EACH PLANTING GROUP FOLLOWING THE BED OUTLINE ACCORDING TO THE PLAN. ONCE A SATISFACTORY MATCHED OUTER SHAPE IS OBTAINED, FILL THE CENTER OF EACH AREA WITH PLANTS ACCORDING TO THE PLAN AND SPACING NOTES.
- THE PLANTING LAYOUT WITHIN PLANTING BEDS SHOULD BE SHIFTED TO MINIMIZE CONFLICTS WITH EXISTING TREE ROOTS AND OTHER STRUCTURES.
- DISTURBED EARTH AREAS BEYOND PROJECT LIMITS THAT ARE DIRECTLY CAUSED BY CONTRACTOR MEANS AND METHODS SHALL BE RESTORED WITH TURF SOD UNLESS OTHERWISE NOTED.

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 PRESERVED EXISTIG NATURAL VEGETATION (I.E., THICKETS), AND KEPT FREE FROM TRASH, DEBRIS, AND OTHER OBJECTIONABLE MATERIALS; 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.

INTERIOR ISLAND PARKING REQUIREMENTS:

TOTAL PROPOSED ON-SITE PARKING SPACES NOT INCLUDING ON-STREET PARKING: 326 (INCLUDING 8 HC & 6 BUS SPACES)

INTERIOR LANDSCAPE ISLANDS REQUIRED = 33 (326/10 = 32.6)
INTERIOR LANDSCAPE ISLANDS PROVIDED = 42

INTERIOR LANDSCAPE ISLAND TREES REQUIRED = 42 (1 TREE PER ISLAND)
INTERIOR LANDSCAPE ISLAND TREES PROVIDED = 52 (WITHIN DESIGNATED TREE ISLAND)

INTERIOR LANDSCAPE ISLAND SHRUBS REQUIRED = 168 (4 SHRUBS PER ISLAND)
INTERIOR LANDSCAPE ISLAND SHRUBS PROVIDED = 210

DUKE ENERGY PROGRESS, INC

CALVERT SPORTS ACADEMY & DEVELOPMENT CENTER

CAROLINA SPRINGS PUD
HOLLY SPRINGS, NC

DESIGNER



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CONSULTANT

SEALS



SUBMITTAL

APRIL 24, 2020

DEVELOPMENT PLAN
NOT FOR
CONSTRUCTION

REVISIONS

KEY PLAN

SHEET

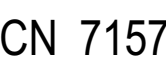
OVERALL
PLANTING PLAN

L160

SHEET OF XX

DESIGN: CH
DRAWN: DY
REVIEW: CH

CN 7157





1 PLANTING PLAN ENLARGEMENT 2
Scale: 1" = 30'-0"

DUKE ENERGY PROGRESS, INC
CALVERT SPORTS ACADEMY & DEVELOPMENT CENTER
CAROLINA SPRINGS PUD
HOLLY SPRINGS, NC

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APRIL 24, 2020
**DEVELOPMENT PLAN
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CONSTRUCTION**
REVISIONS

KEY PLAN

SHEET

PLANTING PLAN
L162

SHEET OF XX
DESIGN: CH
DRAWN: DY
REVIEW: CH
CN 7157

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DUKE ENERGY PROGRESS, INC

CALVERT SPORTS ACADEMY & DEVELOPMENT CENTER

CAROLINA SPRINGS PUD
HOLLY SPRINGS, NC

DESIGNER

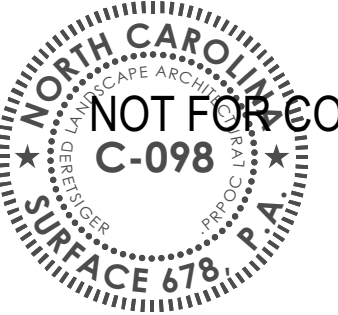


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SEALS



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APRIL 24, 2020

DEVELOPMENT PLAN
NOT FOR
CONSTRUCTION

REVISIONS

KEY PLAN

SHEET

PLANTING
SCHEDULE

L164

SHEET OF XX

DESIGN: CH
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REVIEW: CH

CN 7157

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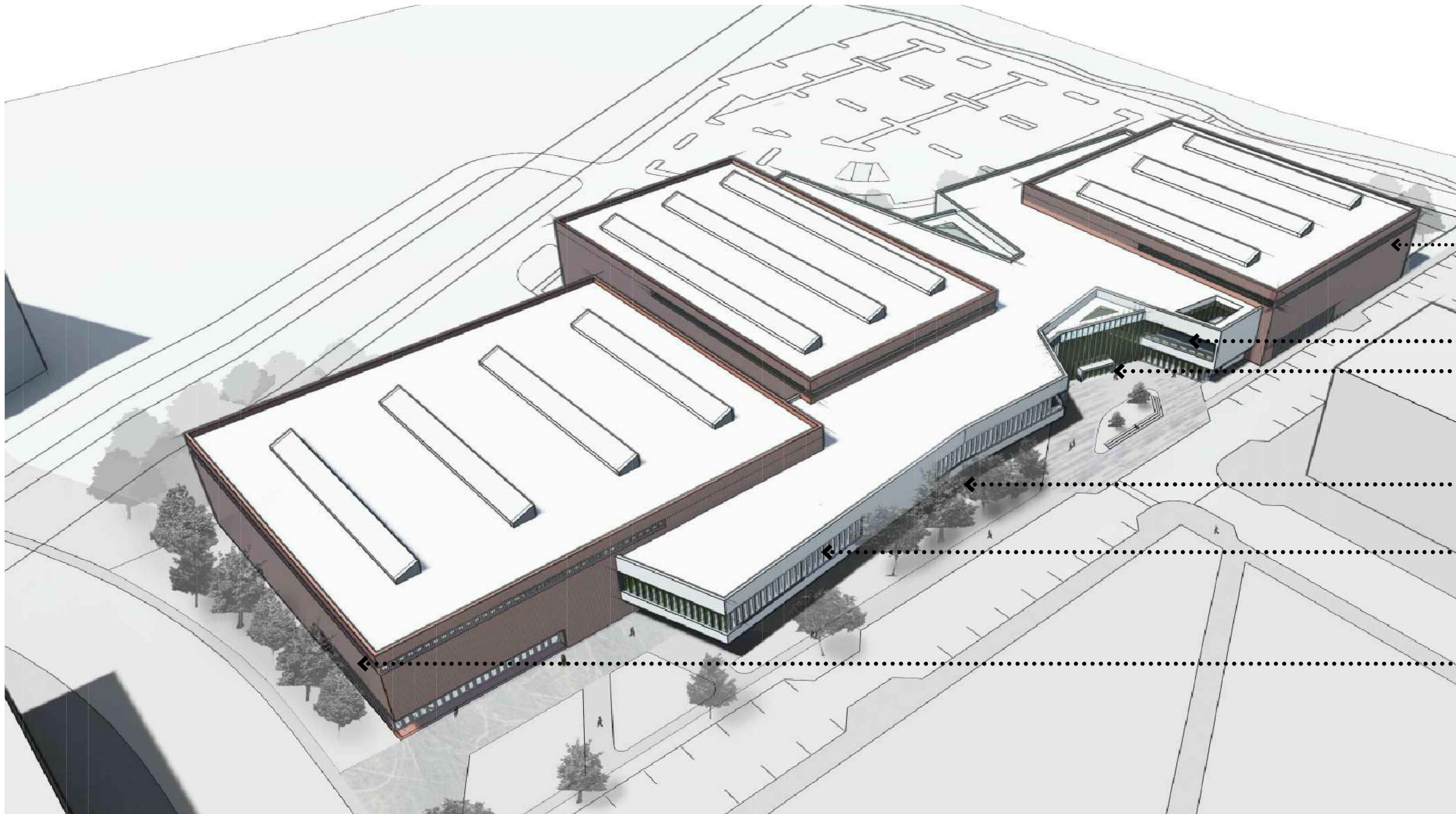
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PRELIMINARY AERIAL RENDERING



PRELIMINARY RENDERING OF ENTRANCE

ICON BUILDINGS

THE FACILITY WILL BE LOCATED PROMINENTLY WITHIN THE INNOVATION DISTRICT ADJACENT TO THE VILLAGE SQUARE DISTRICT ON THE NORTHWEST CORNER OF THE INTERSECTION OF MAJOR COLLECTOR STREETS. THE DESIGN WILL BE MODERN, FORWARD-THINKING AND CUTTING EDGE. PEDESTRIAN ACCESS WILL BE INCORPORATED AND CONSIDERED IN THE DESIGN USING ELEMENTS OF TRANSPARENCY, CANOPIES, AND CLEARLY DEFINED ENTRANCES.

MATERIALITY WILL BE CHOSEN SUCH THAT VISUAL INTEREST IS ACHIEVED THROUGH TEXTURE, LAYERING AND DEPTH BOTH AT A DISTANCE AND AT THE HUMAN SCALE. IT IS ANTICIPATED THAT THE PALETTE OF MATERIALS MAY INCLUDE GLASS, METAL PANEL AND CONCRETE. GLASS SYSTEMS MAY BE A COMPOSITE OF TRANSPARENT, TRANSLUCENT AND OPAQUE UNITS TO ADDRESS, PRIVACY, SOLAR ORIENTATION AND VIEWS. FURTHER STUDY MAY REQUIRE THE USE OF SOLAR CONTROLS, SUCH AS LOUVERS ON THE EXTERIOR FACADES.

MASSING WILL BE A DIRECT REFLECTION OF THE PRIMARY PROGRAMMATIC ELEMENTS OF THE BUILDING. CLEARLY ARTICULATED MATERIALITY AND VOLUMETRIC DEFINITION WILL BE GIVEN TO THE ICE RINKS AND THE SUPPORT PROGRAM RESPECTIVELY. TO ENHANCE THE PEDESTRIAN EXPERIENCE A CLEARLY DEFINED BASE WILL PROVIDE SCALE AT THE STREET LEVEL WHILE VOLUMETRIC VARIETY IN THE ENVELOPE AND ROOF HEIGHTS WILL ADD VISUAL INTEREST THROUGHOUT.

ELEVATED OUTDOOR AREAS WILL ADD FURTHER ARTICULATION AND VISUAL INTEREST TO THE MASSING.

SERVICE AND LOADING AREAS AND ROOF TOP EQUIPMENT WILL BE THOUGHTFULLY INCORPORATED INTO THE OVERALL DESIGN OF THE BUILDING AND SCREENED FROM VIEW.

DUKE ENERGY PROGRESS, INC
**CALVERT SPORTS ACADEMY AND
DEVELOPMENT CENTER**
CAROLINA SPRINGS PUD
HOLLY SPRINGS, NC

DESIGNER



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CONSULTANT

SEALS

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MAY 29, 2020

**DEVELOPMENT PLAN
NOT FOR
CONSTRUCTION**

REVISIONS

KEY PLAN

SHEET

**ARCHITECTURAL
ELEVATION**

AE001

SHEET 1 OF XX 1

DESIGN:
DRAWN:
REVIEW:

CN 7157

I:\Projects\7000\7157-Calvert Sports Academy\Disciplines\Civil\Exhibits\Architectural Elevation.dwg Thu, 28 May 2020 - 12:29pm tweaver

March 20, 2020

Rachel Jones, EI
Town of Holly Springs
Rachel.jones@hollyspringsnc.us
(919) 577 - 3161

Subject: Carolina Springs Trip Generation and Roadway Improvement Phasing Memo
Holly Springs, North Carolina

Dear Ms. Jones

This letter provides phasing of the trip generation and improvements proposed for the Carolina Springs development through the initial known phases of construction. Ramey Kemp Associates (RKA) completed a Traffic Impact Analysis (TIA) for the proposed Carolina Springs development in March 2019 and prepared a phasing assessment for the agreed upon roadway improvements in April 2019 which outlined the trip thresholds triggering each roadway improvement. As part of this phasing assessment, it was agreed that the Carolina Springs development would reassess the trip generation of each cumulative phase throughout the buildout. Subsequent trip generation / phasing letters will be provided as the development is built out, which may include traffic counts to verify the trips being generated by the development. Additional capacity analysis may also be completed in the future to determine the need for the required improvements through buildout. The traffic improvements and phasing proposed in this letter are based on anticipated traffic demands by the proposed development. Additional improvements may be constructed at an earlier date, as decided by the Client.

Per coordination with the project team, the Carolina Springs development phasing was determined and broken down into intermediary phases. A cumulative summary of the proposed density by completion of each phase of buildout is below:

- Phase 1:
 - 65 single family homes
 - 24 townhomes
- Phase 2:
 - 74 single family homes
 - 111 townhomes
 - Calvert Sports Academy / Iceplex
- Phase 3:
 - 80 single family homes
 - 168 townhomes
 - Calvert Sports Academy / Iceplex

- Phase 4:
 - 97 single family homes
 - 274 townhomes
 - Calvert Sports Academy / Iceplex
- Phase 5:
 - 97 single family homes
 - 322 townhomes
 - Calvert Sports Academy / Iceplex

Trip Generation

Through Phase 5, the proposed development is anticipated to consist of a total of 97 single family homes, 322 townhomes, and the Calvert Sports Academy / Iceplex. To better account for the phased buildout proposed by the development, the trip generation and roadway improvements were also phased. Average weekday daily, AM peak hour, and PM peak hour trips for the development were estimated using methodology contained within the *ITE Trip Generation Manual*, 10th Edition.

Due to the unique nature of the Calvert Sports Academy / Iceplex, the trip generation was determined through coordination with the Client regarding the proposed uses / anticipated tenants / classes expected during a typical weekday. After construction is complete on the Iceplex and the facility is operational and at a normalized operation, it is recommended that updated traffic counts be conducted at the site driveways to determine actual development trip generation, and the phasing be revisited prior to the next phase of roadway improvements by the proposed development. Table 1 provides a detailed summary of the assumptions and methodology used to determine the trip generation potential for the Iceplex site. The assumptions included in this table have been reviewed and approved by Town of Holly Springs (Town) staff. Tables 2-6 provide a summary of the total trip generation potential of phases 1-5 for the site.

Table 1: Trip Generation – Calvert Sports Academy / Iceplex

User	Weekday Daily Traffic (vpd)	Weekday AM Peak Hour Trips (vph)		Weekday PM Peak Hour Trips (vph)	
		Enter	Exit	Enter	Exit
Academy Students (150 total students)	300	--	--	30	30
Teachers / Counselors / Admin	80	20	--	20	20
Management Staff	34	12	--	10	12
Operations Staff	50	10	--	15	10
Coaches / Trainers	60	10	--	20	10
Building Personnel / Security	26	8	--	5	8
General Public	500	20	20	50	50
Athletes / Fans					
Hockey	250	25	25	25	25
Figure Skaters	200	20	20	20	20
Adults	400	40	40	40	40
Training	150	15	15	15	15
Total	2,050	180	120	250	240

It is estimated that the proposed Calvert Sports Academy / Iceplex will generate approximately 2,050 total site trips on the roadway network during a typical 24-hour weekday period. Of the daily traffic volume, it is anticipated that 300 trips (180 entering and 120 exiting) will occur during the weekday AM peak hour and 490 (250 entering and 240 exiting) will occur during the weekday PM peak hour. These trip generation estimates are likely conservative (high); however, the actual trip generation can be counted when the facility of full operational.

Table 2: Trip Generation – Phase 1 (Residential)

Land Use (ITE Code)	Intensity	Weekday Daily Traffic (vpd)	Weekday AM Peak Hour Trips (vph)		Weekday PM Peak Hour Trips (vph)	
			Enter	Exit	Enter	Exit
Single Family Homes (210)	65 Homes	700	13	38	42	25
Multifamily Housing (Low-Rise) (220)	24 Units	140	3	9	11	6
Total		840	16	47	53	31

It is estimated that phase 1 of the proposed development will generate approximately 840 total site trips on the roadway network during a typical 24-hour weekday period. Of the daily traffic volume, it is anticipated that 63 trips (16 entering and 47 exiting) will occur during the weekday AM peak hour and 84 (53 entering and 31 exiting) will occur during the weekday PM peak hour.

Table 3: Trip Generation – Phase 2 (Residential and Calvert Sports Academy)

Land Use (ITE Code)	Intensity	Weekday Daily Traffic (vpd)	Weekday AM Peak Hour Trips (vph)		Weekday PM Peak Hour Trips (vph)	
			Enter	Exit	Enter	Exit
Single Family Homes (210)	74 Homes	790	14	43	48	28
Multifamily Housing (Low-Rise) (220)	111 Units	800	12	41	41	24
Calvert Sports Academy (n/a)		2,050	180	120	250	240
Total		3,640	206	204	339	292

It is estimated that phase 2 of the proposed development will generate approximately 3,640 total site trips on the roadway network during a typical 24-hour weekday period. Of the daily traffic volume, it is anticipated that 410 trips (206 entering and 204 exiting) will occur during the weekday AM peak hour and 631 (339 entering and 292 exiting) will occur during the weekday PM peak hour.

Table 4: Trip Generation – Phase 3 (Residential and Calvert Sports Academy)

Land Use (ITE Code)	Intensity	Weekday Daily Traffic (vpd)	Weekday AM Peak Hour Trips (vph)		Weekday PM Peak Hour Trips (vph)	
			Enter	Exit	Enter	Exit
Single Family Homes (210)	80 Homes	850	16	46	52	30
Multifamily Housing (Low-Rise) (220)	168 Units	1,230	18	60	59	35
Calvert Sports Academy (n/a)		2,050	180	120	250	240
Total		4,130	214	226	361	305

It is estimated that phase 3 of the proposed development will generate approximately 4,130 total site trips on the roadway network during a typical 24-hour weekday period. Of the daily traffic volume, it is anticipated that 440 trips (214 entering and 226 exiting) will occur during the weekday AM peak hour and 666 (361 entering and 305 exiting) will occur during the weekday PM peak hour.

Table 5: Trip Generation – Phase 4 (Residential and Calvert Sports Academy)

Land Use (ITE Code)	Intensity	Weekday Daily Traffic (vpd)	Weekday AM Peak Hour Trips (vph)		Weekday PM Peak Hour Trips (vph)	
			Enter	Exit	Enter	Exit
Single Family Homes (210)	97 Homes	1,010	19	55	62	37
Multifamily Housing (Low-Rise) (220)	274 Units	2,030	29	95	91	54
Calvert Sports Academy (n/a)		2,050	180	120	250	240
Total		5,090	228	270	403	331

It is estimated that phase 4 of the proposed development will generate approximately 5,090 total site trips on the roadway network during a typical 24-hour weekday period. Of the daily traffic volume, it is anticipated that 498 trips (228 entering and 270 exiting) will occur during the weekday AM peak hour and 734 (403 entering and 331 exiting) will occur during the weekday PM peak hour.

Table 6: Trip Generation – Phase 5 (Residential and Calvert Sports Academy)

Land Use (ITE Code)	Intensity	Weekday Daily Traffic (vpd)	Weekday AM Peak Hour Trips (vph)		Weekday PM Peak Hour Trips (vph)	
			Enter	Exit	Enter	Exit
Single Family Homes (210)	97 Homes	1,010	19	55	62	37
Multifamily Housing (Low-Rise) (220)	322 Units	2,390	33	112	105	62
Calvert Sports Academy (n/a)		2,050	180	120	250	240
Total		5,450	232	287	417	339

It is estimated that phase 5 of the proposed development will generate approximately 5,450 total site trips on the roadway network during a typical 24-hour weekday period. Of the daily traffic volume, it is anticipated that 519 trips (232 entering and 287 exiting) will occur during the weekday AM peak hour and 756 (417 entering and 339 exiting) will occur during the weekday PM peak hour.

Recommended Roadway Improvements

Per the phasing traffic assessment prepared on April 10, 2019, roadway improvements are recommended at approximately 10%, 25%, and 50% buildout of the proposed development, based on the number of trips generated by the development. A breakdown of the approximate phasing threshold for these improvements are below.

- 10% -- 2,600 Daily Trips, 150 Weekday AM Peak Hour Trips, 240 Weekday PM Peak Hour Trips
- 25% -- 6,500 Daily Trips, 350 Weekday AM Peak Hour Trips, 600 Weekday PM Peak Hour Trips
- 50% -- 13,000 Daily Trips, 750 Weekday AM Peak Hour Trips, 1,200 Weekday PM Peak Hour Trips

Based upon these TIA thresholds, it is recommended that the improvements below be constructed prior to the newly proposed phasing thresholds. These more accurately reflect the thresholds / timing of construction, as

proposed by the project team. Additional improvements may be constructed at an earlier date, as decided by the Client.

- Phase 1: 65 single family homes, 24 townhomes
 - Driveway improvements are recommended prior to first CO of this phase.
- Phase 2: 74 single family homes, 111 townhomes, Calvert Sports Academy / Iceplex
 - 10% and 25% buildout improvements are recommended prior to first CO of this phase. It is recommended that the need for signalization be monitored after construction and normalized operations have begun at the Calvert Sports Academy / Iceplex facility.
- Phase 3: 80 single family homes, 168 townhomes, Calvert Sports Academy / Iceplex
 - No new off-site roadway improvements recommended.
- Phase 4: 97 single family homes, 274 townhomes, Calvert Sports Academy / Iceplex
 - No new off-site roadway improvements recommended.
- Phase 5: 97 single family homes, 322 townhomes, Calvert Sports Academy / Iceplex
 - No new off-site roadway improvements recommended.

Conclusion

This letter provides a phasing assessment of the roadway improvements necessary for phases 1-5 of Carolina Springs Residential and the Calvert Sports Academy / Iceplex facility. This phasing provides an updated look at the improvements necessary, as outlined in the April 2019 phasing assessment. A summary of the recommended roadway improvements / thresholds are below:

- Phase 1: 65 single family homes, 24 townhomes [Driveway Improvements only]
 - Construct Site Drive #1 as a stop controlled southbound approach with one ingress lane and one egress lane.
 - Construct an additional through lane along the site frontage. The additional through lane may be striped as a right-turn only lane until additional driveways or widening is completed west of the driveway.
 - Construct Woodfield Dead End Road as a stop controlled southbound approach with one ingress lane and one egress lane.
- Phase 2: 74 single family homes, 111 townhomes, Calvert Sports Academy / Iceplex [10% and 25% Buildout Improvements]
 - Construct East-West Connector with two (2) egress lanes (one full length right-turn lane and one left-turn lane with a minimum of 200 feet of full width storage and appropriate deceleration and taper) and two (2) ingress lanes.
 - Construct a westbound right-turn lane on Old Holly Springs - Apex Road at East-West Connector with a minimum of 100 feet of full width storage and appropriate deceleration and taper.
 - Construct an eastbound left-turn lane on Old Holly Springs - Apex Road at East-West Connector with a minimum of 200 feet of full width storage and appropriate deceleration and taper.
 - Construct an eastbound right-turn lane on Woods Creek Road at Old Holly Springs - Apex Road with a minimum of 300 feet of full width storage and appropriate deceleration and taper.

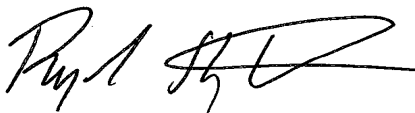
- Construct a northbound right-turn lane on Old Holly Springs – Apex Road at Woods Creek Road with a minimum of 300 feet of full width storage and appropriate deceleration and taper.
- Construct a westbound left-turn lane on Old Holly Springs – Apex Road at Woods Creek Road with a minimum of 600 feet of full width storage and appropriate deceleration and taper.
- Monitor the intersection of Old Holly Springs – Apex Road and NC-540 Eastbound Ramps for signalization after the opening of the Calvert Sports Academy / Iceplex facility and install once warranted and approved by NCDOT.*
- Monitor the intersection of Old Holly Springs – Apex Road and East-West Connector for signalization after the opening of the Calvert Sports Academy / Iceplex facility and install once warranted and approved by NCDOT.*
- Monitor the intersection of Old Holly Springs – Apex Road and Woods Creek Road for signalization after the opening of the Calvert Sports Academy / Iceplex facility and install once warranted and approved by NCDOT.*
- Phase 3: 80 single family homes, 168 townhomes, Calvert Sports Academy / Iceplex
 - No new off-site roadway improvements recommended.
- Phase 4: 97 single family homes, 274 townhomes, Calvert Sports Academy / Iceplex
 - No new off-site roadway improvements recommended.
- Phase 5: 97 single family homes, 322 townhomes, Calvert Sports Academy / Iceplex
 - No new off-site roadway improvements recommended.

*Due to the unique nature of the Calvert Sports Academy / Iceplex facility, monitoring for the need for signalization is not recommended until after the opening of the proposed facility and normalized operations have begun. Projection of signal warrants for a unique facility such as this is not recommended for signalization.

If you should have any questions, please feel free to contact me at (919) 872-5115.

Sincerely,

Ramey Kemp & Associates, Inc.



Rynal Stephenson, P.E.
Director of North Carolina

NC Corporate License # C-0910

cc: Stephen Dorn, Lennar
Ed Tang, Withers Ravenel
Marty Linn, Calvert Ice Sports
Trent Rogers, ClarkNexsen



Attachments: April 2019 Phasing Assessment

April 10, 2019

Kendra Parrish, PE
Town of Holly Springs
128 South Main Street
Holly Springs, NC 27540
P: 919-557-3938
E: kendra.parrish@hollyspringsnc.us

Subject: Carolina Springs Off-Site Improvements Phasing Assessment
Holly Springs, North Carolina

Dear Ms. Parrish:

This letter presents an assessment of phasing of the off-site roadway improvements required for the Carolina Springs development. The final required roadway improvements are shown in the TIA report dated 3/28/19. Phasing of the development is not known and build out will be determined based on market conditions. The development includes a mix of residential and commercial uses. Since the build out of the development can vary greatly, this assessment provides an initial evaluation of transportation improvement phasing and relates the phasing to a number of trips generated by the development.

As the development phases build out, it is likely that an updated assessment of the trip impacts will be required to evaluate the need for roadway improvements based on the exact land uses to be constructed. There are several other developments in the area that may contribute to traffic increases in the future. Since the build out of these other developments are unknown, this assessment considers the trip impacts of Carolina Springs on the existing intersections.

Transportation improvements required for each intersection are listed below along with an assessment of development phasing that may warrant the improvement.

Bennet Knoll Parkway / Old Holly Springs – Apex Road and Old Holly Springs – Apex Road

- Signal timing modifications.
- Construct an eastbound right-turn lane with a minimum of 500 feet of storage

Phasing: These improvements would be recommended with approximately 50% of the build out of the development. This percentage of build out equates to approximately 13,000 daily trips, 750 AM peak hour trips, and 1,200 PM peak hour trips.

Bennet Knoll Parkway and NC 55

- Provide fee-in-lieu for an additional eastbound right-turn lane with a minimum of 300 feet of storage

Phasing: This would be recommended at approximately 50% of the build out of the development.

NC 540 Eastbound Ramps and Veridea Parkway

- o Restripe the southbound approach to provide dual through lanes.
- o Restripe the westbound approach to provide dual left turn lanes with approximately 600 feet of storage
- o Construct an additional southbound receiving lane to extend to Old Holly Springs – Apex Road (approximately 2,800 LF)

Phasing: These improvements would be recommended with approximately 50% of the build out of the development. This percentage of build out equates to approximately 13,000 daily trips, 750 AM peak hour trips, and 1,200 PM peak hour trips.

- o Monitor for signalization and install when warranted and approved by NCDOT or when the dual left turn lanes are provided on the off-ramp.

Phasing: This improvement will be reevaluated with each phase of development. It is anticipated that the signal would not be warranted before approximately 25% of the build out of the development.

Old Holly Springs – Apex Road and Woods Creek Road

- o Construct two additional northbound right-turn lanes with a minimum of 300 feet of storage
- o Construct two additional westbound left-turn lanes, one with full length storage and one with a minimum of 600 feet of storage

Phasing: The ultimate improvements would not likely be necessary until approximately 50% of the build out of the development. It would be recommended to construct one northbound right turn lane and one westbound left turn lane prior to adding approximately 10% of site trips on a new driveway connection west of the intersection.

- o Restripe the southbound receiving lane to provide two travel lanes for approximately 1,200 feet.

Phasing: This improvement would be recommended with approximately 50% of the build out of the development. This percentage of build out equates to approximately 13,000 daily trips, 750 AM peak hour trips, and 1,200 PM peak hour trips.

- o Monitor for signalization and install when warranted and approved by NCDOT

Phasing: This improvement will be reevaluated with each phase of development. The signal would not be warranted before a site access is constructed west of this intersection that will increase eastbound through traffic on Woods Creek Road.

- o Construct an eastbound right-turn lane with approximately 300 feet of storage

Phasing: This improvement would be recommended with approximately 25% of the build out of the development. This percentage of build out equates to approximately 6,500 daily trips, 350 AM peak hour trips, and 600 PM peak hour trips. The right turn lane would not be warranted before a site access is constructed west of this intersection that will increase eastbound right turns.

Holly Springs – Apex Road and New Hill Road

- o Signal timing modifications.

East-West Connector and Veridea Parkway

- o Construct two egress lanes on the southbound approach (one full length right-turn lane and one left-turn lane with a minimum of 200 feet of storage and appropriate decel and taper).
- o Construct two ingress lanes.
- o Construct a dedicated westbound right-turn lane with a minimum of 100 feet of storage
- o Construct an additional westbound through lane to extend from the NC-540 interchange to Woods Creek Road to the west.
- o Construct dual eastbound left-turn lanes, one with full length storage and one with approximately 200 feet of storage

o Monitor for signalization and install a traffic signal when warranted and approved by NCDOT

Phasing: These improvements would likely be done when the East-West Connector is constructed to intersect Veridea Parkway. Pavement for the additional westbound through lane and dual eastbound left turn lanes may be constructed initially but not striped for travel until future phases of development.

Woods Creek Road and East-West Connector

- o Construct the westbound approach with one ingress lane and one egress lane.
- o Install stop-control for the westbound approach.
- o Construct a southbound left-turn lane with a minimum of 75 feet of storage
- o Construct a northbound right-turn lane with full length storage.

Phasing: These improvements are anticipated to be constructed when the East-West Connector is constructed at this intersection.

Woods Creek Road and Site Drive #1

- o Construct the stop-controlled southbound approach with one ingress lane and one egress lane.
- o Construct an additional through lane along the site frontage.

Phasing: These improvements are anticipated to be constructed when Site Drive #1 is constructed. The additional through lane may be striped as a right turn only lane until additional driveways or widening is completed west of the driveway.

Woods Creek Road and Site Drive #2

- o Construct the stop-controlled southbound approach with one ingress lane and one egress lane.
- o Construct an additional through lane along the site frontage.

Phasing: These improvements are anticipated to be constructed when Site Drive #2 is constructed. The additional through lane may be striped as a right turn only lane until additional driveways or widening is completed west of the driveway.

Woods Creek Road and Woodfield Dead End Road

- o Construct the stop-controlled southbound approach with one ingress lane and one egress lane.
- o Construct an additional through lane along the site frontage.

Phasing: These improvements are anticipated to be constructed when Site Drive #2 is constructed.

Conclusions

This letter provides an estimated phasing assessment of required transportation improvements for the development. This study provides a guide on when future improvements may be necessary; however, the phasing schedule of the development is unknown and will likely change in the future as the project builds out.

Many roadways in the study area (Veredia Parkway, Woods Creek Road, and NC 540) do not currently carry high traffic volumes, and these roadways will be utilized mostly by the proposed development. Since the current traffic volumes are low, there is significant capacity available on these roadways to carry development trips. There are several other developments in the area that could add traffic to the roadways or make improvements; however, the schedule for these developments is unknown. This phasing assessment considers impacts only of the proposed Carolina Springs development.

The completion of NC 540 in this area will likely change traffic patterns at some study intersections. As the development build out, it will be necessary to reevaluate traffic impacts with each phase of development. This

could require updated traffic counts at some intersections which would include any other development trips or changes in traffic patterns due to completion of other transportation improvements.

If you should have any questions, please feel free to contact me at (919) 872-5115.

Sincerely,

Ramey Kemp & Associates, Inc.



Rynal Stephenson, P.E.
Regional Manager

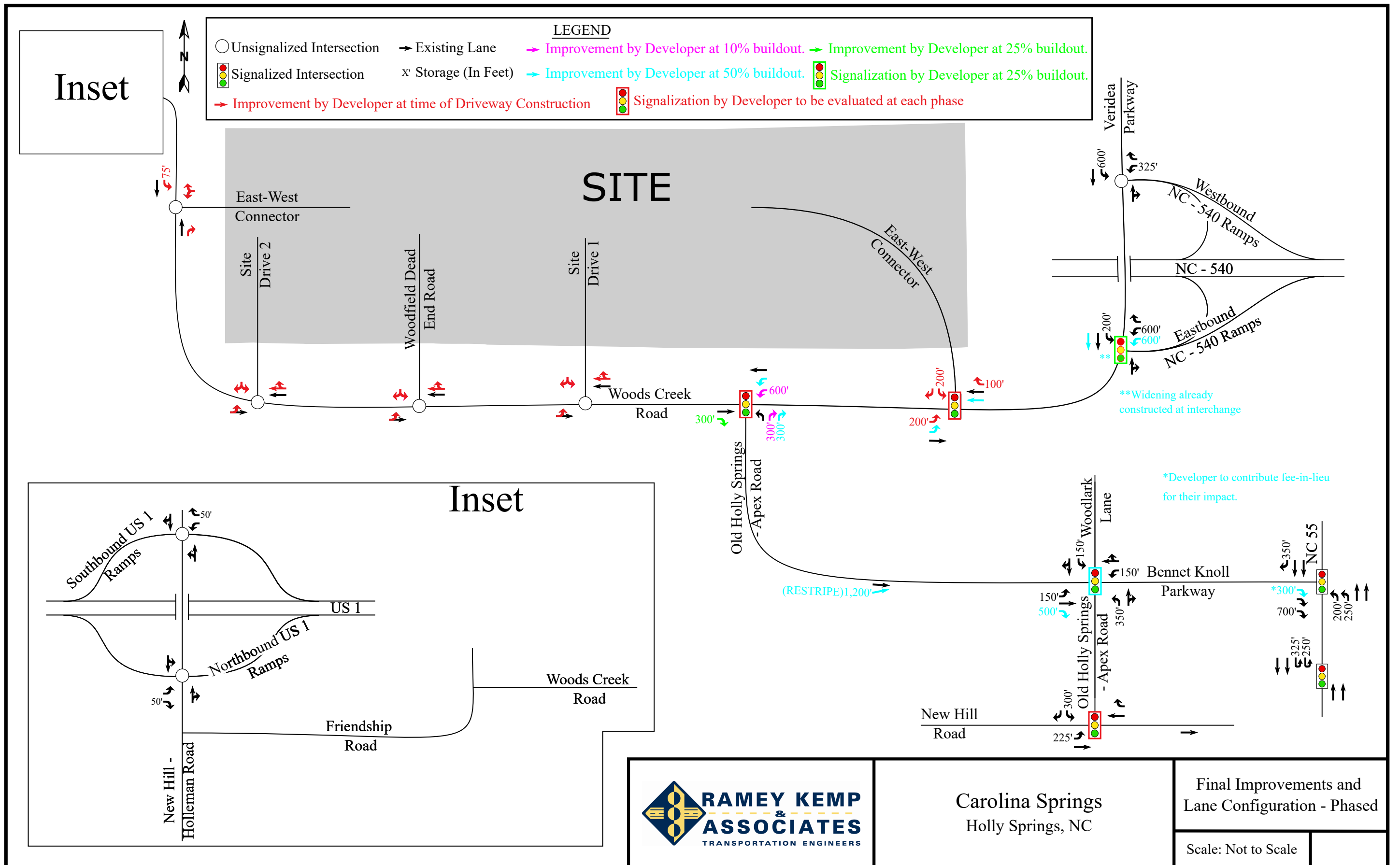


NC Corporate License # C-0910

4-10-19

Attachments: Final Improvements and Phased Lane Configuration Figure

cc: Rachel Jones, Town of Holly Springs
David Stallings, Shenandoah Homes





THE TOWN OF

Holly Springs

Resolution No.: 20-20

Date Adopted: August 18, 2020

Effective Date: August 18, 2020

**RESOLUTION OF THE TOWN OF HOLLY SPRINGS TOWN COUNCIL
MAKING FINDINGS OF FACT FOR
SPECIAL EXCEPTION USE (20-SEU-04); &
VARIANCE OF DEVELOPMENT STANDARDS (20-VARTC-03; 20-VARTC-04);
IN ASSOCIATION WITH DEVELOPMENT PETITION 20-DP-06 FOR
CALVERT SPORTS ACADEMY AND DEVELOPMENT CENTER**

WHEREAS, the Town of Holly Springs Town Council adopted *Town of Holly Springs Unified Development Ordinance* ("UDO") in November 2002; and

WHEREAS, pursuant to NCGS §§160A-361 & 388 and the UDO, the town council of Holly Springs ("Town Council") has the authority to grant special exception uses, variances, and waivers 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:

Special Exception Use Findings of Fact:

A special exception use may only be granted upon the presentation of sufficient evidence to enable a written determination that:

- a. The proposed use will not be injurious to the public health, safety, comfort, community moral standards, convenience or general welfare;
- b. The proposed use will not injure or adversely affect the adjacent area;
- c. The proposed use will be consistent with the character of the district, land uses authorized therein, and the Town of Holly Springs Comprehensive Plan;
- d. The proposed use shall conform to all development standards of the applicable district (unless a waiver of such development standards is requested as part of the special exception use petition and approved as set forth above, in which case the proposed use shall conform to the terms and conditions of such waiver).
- e. Access drives or driveways are or will be sufficient in size and properly located to: ensure automotive and pedestrian safety and convenience, traffic flow as set forth in Section 7.09 – Pedestrian Circulation and Vehicular Area Design; and, control and access in case of fire or other emergency;
- f. Off-street parking areas, off-street loading areas, trash enclosures, trash pick-up and removal, and other service areas are located so as to be safe, convenient, allow for access in case of emergency, and to minimize economic, glare, odor, and other impacts on adjoining properties and properties in the general neighborhood;
- g. The lot, building or structure proposed for the use has adequate restroom facilities, cooking facilities, safety equipment (smoke alarms, floatation devices, etc.), or any

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- other service or equipment necessary to provide for the needs of those persons whom may work at, visit or own property nearby to the proposed use;
- h. Utilities, schools, fire, police and other necessary public and private facilities and services will be adequate to handle the needs of the proposed use;
 - i. The location and arrangement of the use on the site, screening, buffering, landscaping, and pedestrian ways harmonize with adjoining properties and the general area and minimize adverse impacts; and,
 - j. The type, size, and intensity of the proposed use (including but not limited to such considerations as the hours of operation and numbers of people who are likely to utilize or be attracted to the use) will not have significant adverse impacts on adjoining properties or the neighborhood.

Variance Findings of Fact:

A *variance* may be granted by the Board if competent and substantial evidence is presented by the applicant which persuades the Board to either reach each of the following conclusions independently or be reasonably able to meet these conclusions upon implementation of conditions by the Board:

1. Unnecessary hardship would result from the strict application of the ordinance. It shall not be necessary to demonstrate that, in the absence of the variance, no reasonable use can be made of the property.
2. The hardship results from conditions that are peculiar to the property, such as location, size, or topography. Hardships resulting from personal circumstances, as well as hardships resulting from conditions that are common to the neighborhood or the general public, may not be the basis for granting a variance.
3. The hardship did not result from actions taken by the applicant or the property owner. The act of purchasing property with knowledge that circumstances exist that may justify the granting of a variance shall not be regarded as a self-created hardship.
4. The requested variance is consistent with the spirit, purpose, and intent of the ordinance, such that public safety is secured, and substantial justice is achieved.

WHEREAS, the Town Council has heard sworn testimony and has accepted and entered the Petitioner's written findings of fact into the minutes (Exhibit A) and have received site plans and elevations depicting the requested WAIVERS (Exhibit B) for the following requested Special Exception Uses, Variance of Development Standards, & Waivers:

Part 1: Special Exception Use (20-SEU-04)

A Special Exception Use as specified in the Carolina Springs Planned Unit Development to allow for an Indoor Sports Training Facility in the Innovation District, a 12.6± acre portion of the property located at 100 Ice Barn Road, a portion of 2700 Woodfield Dead End Rd, Wake County PIN 0730842712.

Part 2: Variance (20-VARTC-03)

A Variance of Development Standards of the Carolina Springs Planned Unit Development Innovation District, Building Placement Standards, Internal District Setbacks, A. Front Setback, to reduce from 50% to 33%, the visible building facade facing a street at the maximum 20 foot setback along the east frontage (future Ice Barn Road), in association with Development Plan Petition #20-DP-06 for Calvert Sports Academy and Development Center.

Part 3: Variance (20-VARTC-04)

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A Variance of Development Standards of the Carolina Springs Planned Unit Development Innovation District, Building Placement Standards, Internal District Setbacks, B. Secondary Front Setback, to reduce from 50% to 22% the visible building facade facing a street at the maximum 20 foot setback along the south frontage (future Carolina Springs Blvd.), in association with Development Plan Petition #20-DP-06 for Calvert Sports Academy and Development Center.

WHEREAS, the Town Council has received competent and substantial evidence and has therefore found the Petitioner's written findings of fact. The Town Council finds that the Petitioner's findings of fact to be consistent with the public testimony received on the requested Special Exception Uses, Variance of Development Standards, & Waivers, 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 conditions listed on Exhibit D to this Resolution.

THEREFORE, BE IT RESOLVED by the Town Council to make and accept the Findings of Fact for Special Exception Use (20-SEU-04); & Variance of Development Standards (20-VARTC-03 / 20-VARTC-04; as submitted by Clark Nexen.

Adopted by the Holly Springs Town Council on this, the 18th day of August, 2020.

Town of Holly Springs by

ATTEST:


Dick Sears, Mayor

Linda McKinney, Town Clerk



Office of the Mayor

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Email: dick.sears@hollyspringsnc.us

RESOLUTION EXHIBIT A

Part 1: Special Exception Use (20-SEU-04) Findings of Fact Submitted By Petitioner

TOWN OF HOLLY SPRINGS SPECIAL EXCEPTION USE FINDINGS OF FACT	DPM Appendix #A.04 Supplement #15 December 2018
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You must respond to all findings; please type or print legibly in blue or black ink.



Project Information:

Project Name: Calvert Sports Academy and Development Center

Special Exception Use:

UDO Section No.: Carolina Springs PUD

Special Exception Use: Ice Sports Complex

Specific Special Exception Use Request:

Allow a 4 story Ice Sports Complex with short-term housing within the Innovation District

For DPZ Use only

Project # 20-SEU-04

Date Received:

Findings of Fact:

A petition for Special Exception Use may only be approved upon the presentation of sufficient evidence. Please include as much detailed information or unique conditions that would enable the Board to make a written determination that:

(1) The proposed use will not be injurious to the public health, safety, comfort, community moral standards, convenience or general welfare:

The Ice Sports complex will be a gathering place for the community. The complex will help enhance the public's general health and comfort with the proposed services provided.

(2) The proposed use will not injure or adversely affect the adjacent area or property values therein:

The Ice Sports complex will be the preferred destination for ice related sports on the east coast. This will greatly enhance the property values for the residents and businesses within Carolina Springs but all within the town of Holly Springs.

(3) The proposed use will be consistent with the character of the district, land uses authorized therein, and the Town of Holly Springs Comprehensive Plan:

The Ice Sports complex will enhance the character of the Innovation District while meeting all the land use requirements of the PUD and the Town's Comprehensive Plan.

(4) The proposed use shall conform to all development standards of the applicable district (unless a waiver of such development standards is requested as part of the special exception use petition and approved by the Town Council in which case the proposed use shall conform to the terms and conditions of such waiver):

The Ice Sports complex will meet all development standards.

(5) Access drives or driveways are or will be sufficient in size and properly located to: ensure automotive and pedestrian safety and convenience, traffic flow as set forth in Section 7.09 – Pedestrian Circulation and Vehicular Area Design; and, control and access in case of fire or other emergency:

The Ice Sports complex has two driveway entrances, one along each road frontage. It also has a vehicular drop-off point in the front of the building. It has bus access/drop-off at the main rear-entrance. The complex provides access to the greenway for bicycle and pedestrian access. It has met all the required needs in Section 7.09

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- (6) Off-street parking areas, off-street loading areas, trash enclosures, trash pick-up and removal, and other service areas are located so as to be safe, convenient, allow for access in case of emergency, and to minimize economic, glare, odor, and other impacts on adjoining properties and properties in the general neighborhood:

All parking, mechanical equipment, and trash services have been designed to meet or exceed all standards of the PUD and Town's UDO.

- (7) The lot, building or structure proposed for the use has adequate restroom facilities, cooking facilities, safety equipment (smoke alarms, floatation devices, etc.), or any other service or equipment necessary to provide for the needs of those persons whom may work at, visit or own property nearby to the proposed use:

The Ice Sports Complex has been designed to meet or exceed all standards of the State of NC, the PUD and Town's UDO.

- (8) Utilities, schools, fire, police and other necessary public and private facilities and services will be adequate to handle the proposed use:

Yes, the Carolina Springs development and the Town have adequate facilities described above to meet the use of the Ice Sports Complex.

- (9) The location and arrangement of the use on the site, screening, buffering, landscaping, and pedestrian ways harmonize with adjoining properties and the general area and minimize adverse impacts:

Yes, the Ice Sports complex provides all the required screening and landscaping to ensure the public and adjoining properties have minimal impact.

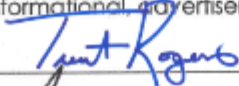
- (10) The type, size, and intensity of the proposed use, including such considerations as the hours of operation and numbers of people who are likely to utilize or be attracted to the use, will not have significant adverse impacts on adjoining properties or the neighborhood:

All these items have been taking into consideration and will no adverse impacts on the community.

Certificate of Completion

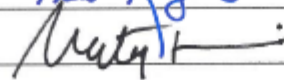
I certify that all information presented in this application is accurate to the best of my knowledge and belief. Further, I grant permission for members of the Planning Board, Town Council, and Town Staff to visit the site in question for informational, advertisement, and inspection needs.

Signature of Applicant:



Date: 6/17/20

Signature of Owner:



Date: 6.17.20

Marty Linn - Calvert Sports Academy & Development Center, LLC

Office of the Mayor

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Email: dick.sears@hollyspringsnc.us

Part 2: Variance (20-VARTC-03) Findings of Fact Submitted By Petitioner

TOWN OF HOLLY SPRINGS VARIANCE OF DEVELOPMENT STANDARDS FINDINGS OF FACT

DPW Appendix #A.16
Supplement #14
April 2018



You must respond to all findings; please type or print legibly in blue or black ink.

Project Information

Project Name: Calvert Sports Academy and Development Center

Findings of Fact

A petition for Variance of Development Standards may only be approved upon the presentation of sufficient evidence. Please include as much detailed information or unique conditions that would enable the Board to make a written determination that:

- (1) **Unnecessary hardship would result from the strict application of the ordinance. It shall not be necessary to demonstrate that, in the absence of the variance, no reasonable use can be made of the property.**
 - With the building height of 72 feet and length of 722 feet this would be overpowering to pedestrians. Breaking up the building with different angles and distances from the setback will provide a more inviting pedestrian experience. This will enable more public engagement by providing more outdoor seating and gathering areas.
- (2) **The hardship results from conditions that are peculiar to the property, such as location, size, or topography. Hardships resulting from personal circumstances, as well as hardships resulting from conditions that are common to the neighborhood or the general public, may not be the basis for granting a variance.**
 - The Calvert Ice Sports complex is considered an Icon building and will be providing many services to the community. The building size is unique to the Innovation District (approx. 272,044 sq ft with an approx. building height of 72 ft.)
- (3) **The hardship did not result from actions taken by the applicant or the property owner. The act of purchasing property with knowledge that circumstances exist that may justify the granting of a variance shall not be regarded as a self-created hardship.**
 - The PUD didn't take into consideration the size and scale of the proposed building.
- (4) **The requested variance is consistent with the spirit, purpose, and intent of the ordinance, such that public safety is secured, and substantial justice is achieved.**
 - We believe we are meeting the spirit and intent of the ordinance by limiting the amount the building facade so close to the public ROW. The building and site will be providing a formal grand entrance with planting, water features, and public gathering places in lieu of meeting the 50% coverage requirements

For DPZ Use only

Project # 20-VARTC-03

Date Received:

Certificate of Completion

I certify that all information presented in this petition is accurate to the best of my knowledge and belief. Further, I grant permission for members of the Board of Adjustment and Town Staff to visit the site in question for informational, advertisement, and inspection needs.

Signature of Applicant: Trent Rogers

Date: 6/16/20

Signature of Owner: Marty Linn

Date: 6.16.20

Marty Linn - Calvert Sports Academy & Development Center

Office of the Mayor

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Email: dick.sears@hollyspringsnc.us

Part 3: Variance (20-VARTC-04) Findings of Fact Submitted By Petitioner

TOWN OF HOLLY SPRINGS

VARIANCE OF DEVELOPMENT STANDARDS FINDINGS OF FACT

DFM Appendix #A.16
Supplement #14
April 2018



You must respond to all findings; please type or print legibly in blue or black ink.

Project Information

Project Name: Calvert Sports Academy and Development Center

Findings of Fact

A petition for Variance of Development Standards may only be approved upon the presentation of sufficient evidence. Please include as much detailed information or unique conditions that would enable the Board to make a written determination that:

For DPZ Use only

Project #: 20-VARTC-04

Date Received:

- (1) **Unnecessary hardship would result from the strict application of the ordinance. It shall not be necessary to demonstrate that, in the absence of the variance, no reasonable use can be made of the property.**

With the building height of 72 feet and length of 216 feet this would be overpowering to pedestrians.

- (2) **The hardship results from conditions that are peculiar to the property, such as location, size, or topography. Hardships resulting from personal circumstances, as well as hardships resulting from conditions that are common to the neighborhood or the general public, may not be the basis for granting a variance.**

The Calvert Ice Sports complex is considered an Icon building and will be providing many services to the community. The building size is unique to the Innovation District (approx. 272,044 sq ft with an approx. building height of 72 ft.) The building fronts Carolina Springs Blvd. along a curve and the road pulls away from the building resulting in the facade being located further than the maximum 20 foot setback.

- (3) **The hardship did not result from actions taken by the applicant or the property owner. The act of purchasing property with knowledge that circumstances exist that may justify the granting of a variance shall not be regarded as a self-created hardship.**

The PUD didn't take into consideration the size and scale of the proposed building.

- (4) **The requested variance is consistent with the spirit, purpose, and intent of the ordinance, such that public safety is secured, and substantial justice is achieved.**

We believe we are meeting the spirit and intent of the ordinance by limiting the amount the building facade so close to the public ROW. The building and site will be providing a formal grand entrance with planting, water features, and public gathering places in lieu of meeting the 50% coverage requirements

Certificate of Completion

I certify that all information presented in this petition is accurate to the best of my knowledge and belief. Further, I grant permission for members of the Board of Adjustment and Town Staff to visit the site in question for informational, advertisement, and inspection needs.

Signature of Applicant: Trent Rogers

Date: 6/16/20

Signature of Owner: Marty Linn

Date: 6.16.20

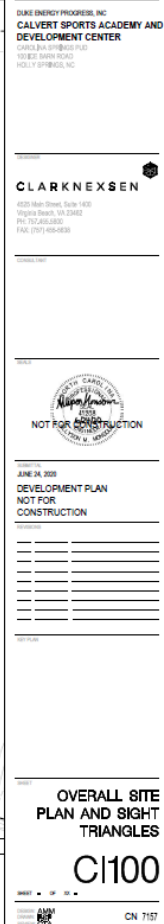
Marty Linn, Calvert Sports Academy & Development Center

Office of the Mayor

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Email: dick.sears@hollyspringsnc.us

SITE PLANS & ELEVATIONS



RESOLUTION EXHIBIT C

TOWN COUNCIL'S FINDINGS OF FACT

The Town Council accepts the findings of fact as presented in Exhibit A unless specified below:

The Town Council made the following additional findings:

Part 1: Special Exception Use (20-SEU-04)

X No additional findings

Part 2: Variance (20-VARTC-03)

X No additional findings

Part 3: Variance (20-VARTC-04)

X No additional findings

RESOLUTION EXHIBIT D

CONDITIONS OF APPROVAL

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

Part 1: Special Exception Use (20-SEU-04)

1. All operations must adhere to the evidence submitted by the applicant as stated in the findings of fact submitted and those findings of fact specified by the Town Council in conjunction with 20-SEU-04.

Part 2: Variance (20-VARTC-03)

1. This Variance shall only apply to 20-DP-06 Calvert Sports Academy and Development Center

Part 3: Variance (20-VARTC-04)

1. This Variance shall only apply to 20-DP-06 Calvert Sports Academy and Development Center

Office of the Mayor

P.O. Box 8 • 128 S. Main Street • Holly Springs, NC 27540 • www.hollyspringsnc.us

Email: dick.sears@hollyspringsnc.us



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 7.

Consent Agenda

Title: Approve the minutes of the July 14, 2020 Workshop Meeting and the July 21, 2020 Business Meeting.

Strategic Priority Area: Organizational Excellence

Staff Resource: Linda McKinney, Town Clerk

Action(s):

Approve the minutes of the Council's workshop meeting held July 14, 2020 and the business meeting held July 21, 2020.

Explanation:

- Minutes in draft form are attached for the Council's review.
- If there are any corrections, please call the Town Clerk at 919-557-3900 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. 7.14.20 workshop minutes - draft
2. 7.21.20 Minutes - draft



MINUTES

The Holly Springs Town Council met in a workshop session on Tuesday, July 14, 2020 at the Holly Springs Law Enforcement Center and via video conferencing. Mayor Sears presided, calling the meeting to order at 6:00 p.m. A quorum was established as the mayor and five councilmembers were present as the meeting opened.

Council Members Present: Mayor Sears, Councilmen Dan Berry, Peter Villadsen, Shaun McGrath, and Aaron Wolff, and Councilwoman Christine Kelly

Council Members Absent: none

Staff Members Present in the room: Randy Harrington, Town Manager; Linda McKinney, Town Clerk (recording the minutes); Daniel Weeks, Assistant Town Manager; Scott Chase, Assistant Town Manager; Patty Dressen, Interim Finance Director; LeeAnn Plumer, Director, Parks & Recreation; Kendra Parrish, Executive Director, Utilities & Infrastructure Services; Aaron Levitt, Engineering; Tim Athy, Engineering; Irena Krstanovic, Economic Development Director; Patty Dressen, Interim Finance Director Jessica McMillan, Interim Police Chief; Jeff Wilson, IT Director; John Schifano, Town Attorney; Paul Allen, Assistant Town Attorney.

Staff Members Present by Zoom: Gina Clapp, Planning and Zoning Director; Cassie Hack, Communications and Marketing Director; Leroy Smith, Fire Chief; Dirk Siebenbrodt, Engineering; Mike Patterson, Police.

2. Workshop Overview

Staff Resource: Randy Harrington, Town Manager

Mr. Harrington gave an overview of the items on the agenda.

3. Potential Weapons Ordinance on Town Property

Staff Resource: John Schifano, LeeAnn Plumer, Jessica McMillan

LeeAnn Plumer, Parks and Recreation Director, said that after being informed of the Parks and Recreation Advisory Committee's vote to request consideration of an ordinance restricting weapons on Town property, Council asked to have a discussion on the subject at the July workshop. In December of 2019, there was a discussion with the Parks and Recreation Advisory Committee (PRAC) regarding Park ordinances. In March of 2020, the PRAC made a motion to recommend to Town Council to pass the park ordinance with the possibility of prohibiting all firearms (both concealed and open-carry) at town athletic facilities. The discussion was specifically around "competitive venues." The support of the PRAC for an ordinance was unanimous.

John Schifano, Town Attorney, reviewed the General Statutes authorizing municipalities to prohibit the carrying of handguns on Town owned property. Municipalities can prohibit open and concealed carry in buildings and defined athletic fields, etc., but not on sidewalks, open areas, or greenways. He outlined what other municipalities in Wake County prohibit, both in regards to Town Facilities, and Parks and Recreation Facilities. Zebulon is the only other municipality in Wake County with no restrictions. Wake Forest allows open carry in Town facilities, but prohibits concealed carry there, and prohibits open and concealed carry on Parks and Recreation facilities. Knightdale prohibits open carry and concealed carry at Town facilities,

but not at Parks and Recreation facilities. Fuquay-Varina prohibits concealed carry but allows open carry at both. All other municipalities (Raleigh, Cary, Apex, Garner, Wendell, Rolesville, and Morrisville) prohibit open carry and concealed carry at both Town facilities and Parks and Recreation facilities. Wake County prohibits open and concealed carry in County facilities, and prohibits open carry at Parks and Recreation facilities, but allows concealed carry at Parks and Recreation facilities. Mr. Schifano said the issue had come up in Holly Springs 3 or 4 years ago. Bringing an ordinance to Council was discussed, but management at that time elected not to go forward with it.

There was discussion about how specifically the General Statutes are applied, that the areas where weapons can be regulated include buildings and outdoor areas that have scheduled activities, parades, or other events where the public right of way is closed.

Interim Police Chief Jessica McMillan said that since 2009, Holly Springs Police have responded to two calls involving weapons on Town property. One was a landscaping crew at Ting and one was juvenile case with BB guns. Neither of them resulted in charges being filed. The first had no credible evidence; in the second the juveniles were referred to their parents since they were not pointing the BB guns at anyone; they were playing. She said that Apex, Cary, and Fuquay-Varina police departments have said that they do not keep statistics on local ordinance violations.

Discussion continued around the reasons for holding this discussion in the first place, and what the goal of such an ordinance would be, should Council decide to proceed. There was discussion around why the PRAC wanted this ordinance, and whether there had been a precipitating incident. The differences between open carry and concealed carry were discussed, as well as the inclusion of “dangerous weapons” other than firearms. There was discussion about enforcement, and the existence of “brandishing” and “discharge” ordinances. The amount of training required for a concealed carry permit was discussed. There was some discussion about the paths of communication which initiated the ordinance discussion, and Council agreed to discuss that issue more after finishing the ordinance discussion. Council discussed whether being an “outlier” in the County, as one of two municipalities without an ordinance was confusing to the public, and whether to separate the issue of concealed carry versus open carry or include both in one ordinance.

Staff asked for direction on whether Council was interested in a single ordinance that covered open carry and concealed carry, or whether to separate the two; and whether to cover all Town owned facilities where the Town has the authority to regulate weapons, or only specific places. Mr. Schifano also informed Council that a public hearing was not required for this type of ordinance, but that Council could hold one if it was their desire to do so.

Action: Motion to direct staff to draft two ordinances, one for open carry including “dangerous weapons” and one for concealed carry, that would apply to all Town owned facilities, and to include a public hearing prior to voting on the ordinances.

Motion by: Wolff

Second by: Kelly

Vote:

Aye: Villadsen, Wolff, Kelly

Nay: Berry, McGrath

The motion passed.

MPT Berry then returned to his concerns about the procedure and how it was handled. He asked Councilman Wolff where he heard about the PRAC discussion and why he was the one to bring it forward. Councilman Wolff said that two members of the PRAC brought it to him as a topic of discussion. He said that both liaisons to the committee were at the meeting where this was discussed. MPT Berry asked if he was aware that the Chair of PRAC bringing this to him, rather than following channels, was a violation of P-032, Communications Protocol.

There was discussion of the details of the Communications Protocol, the training of members of the appointed boards and committees as regarding this policy, and whether this violation deserved discipline or retraining. Consensus was that all existing boards should have a remedial training on the Communications Protocol, and that Department Heads would be sent a copy of the Policy to facilitate this training.

4. Transportation Projects Update

Staff Resource: Kendra Parrish, Aaron Levitt, and Tim Athy, Engineering

Kendra Parrish said that the purpose of this item was to update Council and discuss options to advance transportation projects.

Ms. Parrish said that four transportation bond projects are in progress and on schedule: Avent Ferry Road re-alignment, Main Street right turn lane, NC 55 right turn lane, and Holly Springs Road Widening Phase II. She showed a design concept for the Avent Ferry re-alignment and said that a public meeting would be held soon on the project. She updated Council on the progress of the Holly Springs Road Widening, Phase II. She gave a projected timeline for the four projects.

Ms. Parrish said that the Grigsby Avenue improvements and Estes Lane connection were on hold, pending further review due to cost escalations. Sunset Lake Road widening and W. Holly Springs Road Widening Phase III are pending continued partnership exploration with NCDOT. She said that the delay in reimbursements is causing potential delays in non-bond projects. Avent Ferry Road Widening Phase 1 is on track because the DOT reimbursement was already received. Holly Springs Rd. Phase 1, Main St. to Flint Point Way, the costs were escalating. Due to the number of parcels that need rights of way, costs were escalating and staff was going to go back to DOT for future funding, but now DOT can't commit because they are in a funding freeze.

Ms. Parrish then gave an update on the current transportation project environment. There is currently \$17.6 million of Transportation Bond projected funding availability for projects beyond the four current active projects. The 2020 NCDOT spending freeze on grant projects has delayed reimbursement and there is high uncertainty about future NCDOT partnership capacity. There are funding reductions due to COVID, but also construction costs are coming down due to the current situation.

She then spoke of other large non-bond transportation projects and their funding challenges, including the Avent Ferry Road widening project, Phase II. She outlined current project cost estimates and said that based on current conditions future bond and non-bond projects will need to be evaluated and prioritized with available funding. The second issuance of bond proceeds is 3-4 years away and allows time for evaluation and adjustments to address Council and community strategic transportation priorities.

There were questions about how long the Town would have to wait for DOT funds, whether they were 100% guaranteed, and how many other projects are in line ahead of Holly Springs.

Ms. Parrish said that at the July 21st business meeting Council would be asked to consider a project budget to begin Avent Ferry Phase I project. Given the expected time frame for the next bond issuance, there is flexibility to evaluate transportation improvements for the future. Staff will continue to monitor and pursue NCDOT funding partnerships. Future Town Council strategic planning could include discussions on future transportation priorities.

At this point the meeting recessed for 7 and a half minutes.

5. Open Discussion:

There was discussion around the issue of the South Wake landfill odor problem, and the problems with the Envirosuite software, that does not do what was promised.

Randy Harrington, Town Manager, gave an update on where the Town was relating to COVID-19. He said that we are starting to get to a point where spouses of employees have tested positive. It is probably not too long before we get to a point where an employee tests positive. Staff is thinking and planning for what would happen if a counselor or employee is infected. There may be a situation where a facility has to have a special heavy-duty cleaning, perhaps closing for twenty-four hours to do so. Staff is also working on an opportunity for testing, including for employees and Council. This might happen in the August time frame.

6. Closed Session: The Council entered into closed session, pursuant to N.C.G.S. 143-318.11(a)(4) to discuss two Economic Development issues, and potential litigation with 242 Main LLC, pursuant to N.C.G.S. 143-318.11(a)(3).

Motion by: Berry

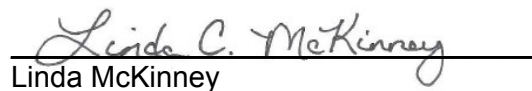
Second by: McGrath

Vote: Unanimous

7. Adjournment: Motion to seal the minutes of the closed session and return to open session was made by Councilman Wolff, second by Councilman McGrath, and passed with a unanimous vote.

Motion to adjourn was made by Councilman Wolff, second by Councilman Villadsen, and passed with a unanimous vote. The July 14, 2020 workshop meeting of the Holly Springs Town Council was adjourned at 9:40 pm.

Respectfully Submitted on Tuesday, August 18, 2020.


Linda McKinney
Town Clerk



MINUTES

The Holly Springs Town Council met in regular session on Tuesday, July 21, 2020 in person and via video conferencing. Mayor Sears presided, calling the meeting to order at 7 p.m. A quorum was established as the Mayor and five Council members were present as the meeting opened.

Council Members Present: Mayor Sears, Mayor Pro Tem Dan Berry, Councilmen Peter Villadsen, Shaun McGrath and Aaron Wolff, and Councilwoman Christine Kelly.

Council Members Absent: none.

Staff Members Present in Chambers: Randy Harrington, *Town Manager*; Daniel Weeks, *Assistant Town Manager*; Scott Chase, *Assistant Town Manager*; John Schifano, *Town Attorney*; Linda McKinney, *Town Clerk* (recording the minutes); Mark Andrews, *Communication and Marketing*; Jeff Wilson, *Director IT*; Gina Clapp, *Director of Planning & Zoning*; Rachel Jones, *Engineering*; Aaron Levitt, *Engineering*; LeeAnn Plumer, *Director Parks and Recreation*; Adam Huffman, *Parks and Recreation*; Patty Dressen, *Interim Director of Finance*; Jessica McMillan, *Interim Police Chief*; Mike Stone, *Police Department*; Matthew Mutter, *IT*; Kathy White, *Deputy Town Clerk*.

Staff Members Present via video conferencing: Cassie Hack, *Director Communications and Marketing*; Tamara Ward, *Communications and Marketing*; Kendra Parrish, *Executive Director, Utilities & Infrastructure Services*; Irena Krstanovic, *Director Economic Development*; and Leroy Smith, *Fire Chief*.

2. and 3. The Pledge of Allegiance was recited followed by an invocation by Pastor Jahmar Cobb of Oak Grove Missionary Baptist Church.

4. Agenda Adjustment: The July 21, 2020 meeting agenda was adopted with changes, if any, as listed: none.

The Council did not make a formal motion to adopt the agenda, but adopted it *de facto* by proceeding, and no objection was raised.

Public Comment: Public Comment was requested in writing prior to the meeting. The following number of comments was received and provided to the Council prior to the meeting: one letter requesting the underlying causes of the pothole at the entrance to Braxton Village be repaired when the street is repaired; one email stating that the iceplex should have solar panels and electric vehicle charging stations.

Copies of these comments are attached to these minutes.

5. Proclamation Recognizing the League of Women Voters 100th Anniversary

Councilwoman Kelly said that she was proud to be a member of the Wake County League of Women Voters, and said the Town wished to honor the League of Women Voters on their 100th Anniversary. The celebration was delayed due to the outbreak of the COVID-19 pandemic, but she was happy that Ms. Dianna Wynn, President of the Wake County League of Women Voters was present to receive the Proclamation. The League of Women Voters was founded in February 1920 as a merger of the National Council of Women Voters and the National American Woman Suffrage

Association, six months before the 19th amendment was passed recognizing women's right to vote. Originally only women could join the League, but in 1973 the Charter was modified to include men. One hundred years later, the League focuses on issues such as the importance of the US Census, immigration rights, the environment, as well as continuing their mission to ensure transparency and fight against voter suppression. They sponsor Vote 411, and raise awareness of early voting sites. They are a trusted, nonpartisan, grass roots organization that works to protect and strengthen voting rights.

She then presented the Proclamation, and invited Ms. Wynn to say a few words.

Ms. Wynn said that 2020 was a huge year, the centennial of the 19th amendment and the 100th anniversary of League of Women Voters. Women won the right to vote 100 years ago, and the LWV was founded by the suffragists who fought for that right. The LWV had many plans for this year, a presidential election year, LWV's centenary, etc. But they didn't plan for the pandemic and everything that came with it. But, she said, from 1918 to 1920, the suffragists were surviving their own pandemic. So the League continues its mission: Encouraging people to register to vote, to have a plan to vote, whether by absentee ballot or early voting, or on Election Day. She thanked the Council for their service to the community during such a challenging time, and for their recognition of the League of Women Voters.

6. Recognition of Shook Construction, Inc.

Adam Huffman, Parks and Recreation, said that Shook Construction, Inc. has been working for approximately one year on the odor control project at the Wastewater Treatment Plant. They offered to perform a community outreach service for the Town. Town staff identified a greenway mulching project at Bass Lake Park as one viable option. Shook reviewed several Town submissions and ultimately chose to pursue the Bass Lake Trail project. In early June, they began working on the section of the Bass Lake Greenway that was damaged by Hurricane Matthew. The four day project included removing debris and doing minor grading work, laying new fabric and spreading mulch (about 120 cubic yards), and furnishing and installing two benches along the trail. They provided the material, tools, and equipment, as well as the labor. They did a great job repairing the trail and many users are happy to have the trail open, after being closed since October 2016. Mr. Huffman said that the Town would like to honor Shook Construction, and Mr. Huffman asked Riley Tolen, Vice President, and Jay Powelson, Project Engineer to come forward. He read the words of the plaque and presented it to them.

Randy Harrington, Town Manager said that in his 20 year career, he has never come across a company that volunteered to do major work in the community on a volunteer basis. He wanted to recognize that core value in their company, and thank them on behalf of the Town.

7. Public Hearing: Refinancing of the W. E. Hunt Recreation Center

Patty Dressen, Interim Finance Director, said that at their June 22, 2020 meeting Council adopted a Resolution authorizing Town officials to continue the process to refinance the W. E. Hunt Recreation Center, asking the Local government Commission (LGC) for its required approval. Refinancing municipal debt is a common and best practice approach when lower interest rates provide an opportunity to lower a municipality's overall debt service. The original amount of the loan was \$6,524,000. The anticipated new interest rate is 1.6%, down from 5.2%, which would give the town an anticipated savings of up to \$500,000. The life of the loan remains the same, through FY2027-28, and the balance is \$3,070,118. She said the savings may represent reimbursement to the Town for prior expenses on project costs, and some may be used to pay financing expenses or to provide any appropriate reserves.

With that explanation given, Mayor Sears opened the public hearing. The following input was received: none.

Mayor Sears then closed the public hearing.

8. Public Hearing: Financing of Avent Ferry Sewer Force Main

Patty Dressen, Interim Finance Director, said that this public hearing is another step required by General Statutes and the NC Local Government Commission (LGC) for the refinancing or issuance of new debt. The hearing was advertised in the News and Observer. The issuance of new debt is necessary to fund the Avent Ferry Sewer Force Main project. The Avent Ferry Sewer Force Main project is 1.4 miles long, and replaces an existing 8" line with an 18" liner. The project will relieve pressure and allow the existing pump station to reach pump rates which will service the projected number of single family homes within the basin. The Town is considering preliminary determination to finance up to \$4,000,000 through installment financing. The anticipated rate for financing is approximately 2%. The project budget and final loan documents will be presented for approval at a later Council meeting.

With that explanation given, Mayor Sears opened the public hearing. The following input was received: none.

Mayor Sears then closed the public hearing.

9. Public Hearing: Calvert Sports Academy and Development Center 20-DP-06 / 20-SEU-04 / 20-VART-03 / 20-VART-04

Gina Clapp, Director Planning and Zoning, said that this was a quasi-judicial hearing for a special exception use. The applicant has requested that the advertised public hearing be continued to the August 18, 2020 Town Council meeting because the required Fire Flow Analysis has not been completed.

Mayor Sears then opened the Public Hearing.

Van Crandall, 4813 Salem Ridge Road, Holly Springs, said he was speaking as a citizen, and not as a member of the Planning Board. He spoke in favor of solar panels and EV charging stations at the Calvert Sports Academy. He suggested a partnership with SolSmart to evaluate the feasibility of such.

Action: Motion to continue public hearing to August 18, 2020.

Motion by: McGrath

Second by: Berry

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 Councilman Kelly and a unanimous vote. The following actions were affected:

10. Minutes – The Council approved minutes of the Council Business meetings held June 16, 2020 and June 22, 2020.

11. Monthly Administrative Budget Amendment Report – The Council received a report of monthly administrative budget amendments approved by the Town Manager. *A copy of the budget amendment report is attached to these minutes.*

12. Transfer of Asset Forfeiture Funds to Police Department's Operating Budget – The Council approved a budget amendment transferring \$38,612.00 from Asset Forfeiture funds to the

Police Department's General Fund operating budget. *A copy of the budget amendment is attached to these minutes.*

13. Parks and Recreation Water Fountain Purchase - The Council approved a budget amendment transferring \$9,860 from the Parks and Recreation Reserve Fund to the department operating budget for the purchase of two (2) water fountains to be installed along town greenways. *A copy of the budget amendment is attached to these minutes.*

14. Memorandum of Agreement for Wake County owned land at 1317 N. Main Street – The Council approved a Memorandum of Agreement between the Town, Wake County, and lead applicants for the sale and disposition of property owned by Wake County located at 1317 N. Main Street.

15. Supplemental Bond Order for Water and Sewer Bond Refunding – The Council adopted Resolution 20-21 for Supplemental Bond Order and Series Resolution authorizing and providing for the issuance of up to \$5,600,000 in Water and Sewer Revenue Refunding Bonds. *A copy of Resolution 20-21 is attached to these minutes.*

NEW BUSINESS

16. Avent Ferry Road Widening (GB Alford to Ralph Stevens – TOHS Eng. Proj. 12-003)

Aaron Levitt, Engineering, said that the purpose of this item is to appropriate \$2,236,751 for this project, much of which will be reimbursable.

He said that this widening project consists of the construction of about 0.34 miles of widening along Avent Ferry Road from GB Alford Highway (NC 55) to Ralph Stephens Road, to four lanes with a median and/or turn lanes at intersections. The project will be a continuous green intersection and will include traffic signals and curb ramp upgrades, curb and gutter, sidewalks, crosswalks, concrete and landscape medians, storm drainage, utility relocations pavement markings, erosion control measures and other items. Construction is expected to begin in early fall of 2020.

Mr. Levitt said that funding for this project will be partially reimbursed with federal-aid funding through NCDOT. Staff has secured \$1.9 million in reimbursable grant funds to date, and once the project is completed it is anticipated that over \$2 million in grant funds will be used to complete this project. The right turn lane required by the Stephens Tract project will be constructed at the same time, to limit traffic impacts to residents. This will be detailed in a forthcoming agreement.

Mr. Levitt said that public information meetings were held in 2015 and January of 2020. Most of the comments at those meetings were regarding median spacing. As construction moves forward, construction updates will be provided via social media, the Town webpage, Digital message boards and direct mailings, and door hangers for people whose driveways might be affected.

Mr. Levitt showed the budget, including already appropriated funds, expected reimbursements, and gap funding. After the project is completed and reimbursements are received the anticipated surplus should be \$2,033,000.81.

MPT Berry asked about the agreement with Mungo on the right turn lane. Mr. Levitt said that there is a change order ready, as soon as the agreement with the developer is ready.

Councilman McGrath asked if the continuous green would change from the morning commute to the evening commute. Mr. Levitt said that the signal was tied in with the fiber network and would be adjustable.

Councilwoman Kelly asked if there was a summary of the traffic improvements this will solve. Mr. Levitt said that it is mostly functional improvements. It doesn't help much with capacity, but it improves flow, and keeps the traffic flowing on 55. We will see capacity improvements once

Phase II is completed. The Town wanted to complete the two phases at the same time, but was unable to combine the two projects because the road classification changes at Ralph Stevens.

Action 1: Motion to approve project budget and transfer of funds from Street Reserves to the project account in the amount of \$2,236,751.

Motion by: Berry

Second by: McGrath

Vote: Unanimous

Action 2: Motion to award the Avent Ferry Road Widening Contracts for a total of \$2,139,759.

Motion by: Villadsen

Second by: Berry

Vote: Unanimous

17. Adoption of a Portion of Woodfield Deadend Road

Rachel Jones, Engineering, said the purpose of this item is to approve the Woodfield Deadend Road adoption. Woodfield Deadend Road is currently under NCDOT maintenance and it bisects the Carolina Springs project. The existing roadway is a dirt surface that does not meet Town standards. With the development of Carolina Springs, this roadway will be improved and realigned in accordance with Town standards, and that portion of the road will be renamed. The NCDOT has requested that the Town adopt this section of the road. Once a Resolution for this has been approved, NCDOT will submit to their Board of Transportation, which may only meet once a quarter or less often due to COVID. The portion of Woodfield Deadend Road that is proposed for Town adoption extends from the southernmost property line of the Carolina Springs PUD at Woods Creek Road, to the development's northern most property line that abuts the Colman and Harris properties.

Councilman McGrath asked when the Town starts taking over responsibility of the road, and whether the Town would have to maintain it as the construction trucks are coming in and out. Ms. Jones said that as soon as we receive approval from DOT Transportation Board it becomes the Town's responsibility to maintain, but the developer is responsible for the construction and improvement of the road. The Town would not have to maintain it until it is completed by the developer.

Action: Motion to approve the authorization of the Town to adopt a portion of Woodfield Deadend Road right-of-way from the NCDOT.

Motion by: McGrath

Second by: Kelly

Vote: Unanimous

OTHER BUSINESS

Mayor Sears said there are 8,354 COVID-19 cases in the County, with 86 deaths. In our zip code there are 136 cases and one death. He asked that people continue to wear face coverings and stay 6 feet apart.

He then shared that the Town received a thank you letter from the Holly Springs Community Band for the nonprofit grant the Town gave them, and one from the Chamber Foundation for the Town's donation to the Angel Fund for COVID relief.

Councilwoman Kelly thanked the Clerk and Communications and Marketing departments for working on the web page and the access to minutes and other documents for the community. She appreciates all the residents who are stepping up and helping each other during this crisis and she is proud of Holly Springs.

Councilman McGrath asked how difficult it would be to change the EV charging station at Town Hall to a paid device instead of a free-to-residents device. Randy Harrington said that there is some money in the budget that could be used for that purpose. The Town is looking into converting the existing one and adding some charging stations in the parking deck.

Councilman McGrath said the first Landfill Working Group met at 6:00 prior to the Council meeting, and they are working on how to present the Town's perspective to Wake County on the malodor effects of the landfill. They intend to meet monthly at 6, before Council meetings.

He then asked people to look at the statistics of COVID-19 and rather than being afraid, look at who needs to be protected the most in our society.

Councilman Villadsen thanked the Farmers Market for another great event. He went last Saturday and there were great vegetables, and masks, and dog treats. He encourages everyone to visit the Farmers Market.

Councilman Wolff thanked Mr. Crandall for providing information and potential partnership opportunities to make solar more accessible to more people. This is a potentially cost-free way to develop a sustainability policy for our town. There's a big UDO revision coming up, and this might be the time to tackle this big project. He would like a presentation on the SolSmart program at an upcoming workshop to receive more information.

Mayor Pro Tem Berry said that a lot of people saw the fireworks, and he gave kudos to Parks and Recreation department for getting that done for all of our residents. He reminded people that there is not a meeting on the first Tuesday in August and no workshop meeting in August. The next Council meeting is August 18, 2020.

MANAGER'S REPORT

Randy Harrington, Town Manager, said whenever the Town completes a new facility, it is traditional to have a plaque to honor those who were responsible. Staff got the plaque ready for the Holly Springs Parking Deck in the spring, then COVID came and put a pause on it, and now it's too hot to have an outdoor ceremony. He said staff wants to have the commemoration and plaque unveiling in October, when it's cooler and perhaps the COVID situation will have improved.

CLOSED SESSION: The Council entered into closed session, pursuant to N.C.G.S. 143-318.11(a)(6) to discuss the procedure for the Town Manager's annual evaluation.

Motion by: Berry

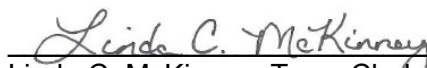
Second by: McGrath

Vote: Unanimous

Motion to leave closed session was made by Councilman McGrath, seconded by Councilwoman Kelly and passed with a unanimous vote.

Adjournment: Councilman McGrath made a motion to adjourn at 8:10 pm. It was seconded by Councilwoman Kelly and passed with a unanimous vote.

Respectfully Submitted on Tuesday, August 18, 2020.



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#: 8.

Consent Agenda

Title: Monthly Budget Amendment Report

Strategic Priority Area: Organizational Excellence

Staff Resource: Patty Dressen, Finance

Action(s):

Receive Report. No further action is required.

Explanation:

The budget ordinance for the Town of Holly Springs authorizes the Town Manager to approve inter-department budget amendments within the same fund up to \$50,000 with notification to Town Council the following month. Each month the Finance Department will provide Council a copy of these approved budget amendments from the preceding month.

Background:

Funding Source(s):

Attachment(s):

1. Orkin Bill
2. Insurance Proceeds

Town of Holly Springs 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, 2021.

Department: Parks and Recreation

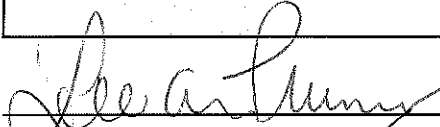
Date: 7/14/2020

Reason for Budget Amendment:

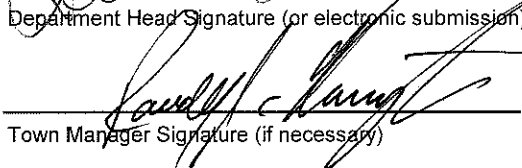
Moving pest control bill from Central Services to Parks and Rec where all similar such bills are paid from.

Expense			
Account #	Account Description	Increase	Decrease
10-410 12.05	Central Services - Professional Services		\$ 4,200
10-425-30 12.05	Parks and Rec Facilities Maint - Professional Serv	\$ 4,200	
Total Expense:		\$ 4,200	\$ 4,200

Revenue			
Account #	Account Description	Increase	Decrease
Total Revenue:		\$ -	\$ -


Department Head Signature (or electronic submission)


Finance Director Signature (if necessary)


Town Manager Signature (if necessary)

Council Approved/Notified (if necessary)

Town Manager is authorized to transfer within a department without prior approval of Town Council.

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.

Town of Holly Springs 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, 2021.

Department: Information Technology

Date: 7/2/2020

Reason for Budget Amendment:

Insurance proceeds for stolen splicing equipment.

Expense			
Account #	Account Description	Increase	Decrease
10-414-50 62.04	IT Fiber Department Supplies	\$ 10,695	
10-410 37.03	General Fund Insurance Proceeds		\$ 10,695
Total Expense:		\$ 10,695	\$ 10,695

Revenue			
Account #	Account Description	Increase	Decrease
Total Revenue:		\$ -	\$ -

DocuSigned by:

Jeff Wilson

035ED06289D4405
Department Head Signature (or electronic submission)

DocuSigned by:

R J H

A2F12B3C8BFF436
Town Manager Signature (if necessary)

DocuSigned by:

Patty Dessen

A81A6340DB6545C...
Finance Director Signature (if necessary)

Council Approved/Notified (if necessary)

Town Manager is authorized to transfer within a department without prior approval of Town Council.

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.



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 9.

Consent Agenda

Title: Avent Ferry Road Realignment (TOHS# 19-007) LAPP Grant Review & Oversight Agreement

Strategic Priority Area: Economic Prosperity & Diversity
Responsible & Balanced Growth
Safe & Friendly

Staff Resource: Tim Athy, Engineering

Action(s):

- Approve NCDOT Review & Oversight Agreement for the Avent Ferry Road Realignment Transportation Bond project in the amount of \$7,500.
- Approve budget amendment transferring \$7,500 from interfund loan 22 95.04 to project account 48 620 12.01.

Explanation:

- In September of 2019, the Town Council approved the submittal of Locally Administered Projects Program (LAPP) Grant applications to the Capital Area Metropolitan Planning Organization (CAMPO) for partner funds for the 2018 Transportation Bond projects.
- The Town was awarded \$4,600,000 in LAPP grants.
- As part of the NCDOT's LAPP grant review and administration process, NCDOT requires the awarded municipality sign a Review & Oversight Agreement and fee to cover personnel expenses.
- The fee is estimated by the NCDOT based upon the scale of the project.
- The fee payment must be submitted with the Review & Oversight Agreement.
- Any portion of the fee that is not used will be refunded to the Town.
- If costs are more than the collected fee, the NCDOT will charge the Town for additional fees.
- Traditionally, the Review & Oversight Agreement language is included in the LAPP Grant Municipal Agreement. NCDOT has separated Review and Oversight from the Municipal Agreement so that grant recipients can begin work prior to a signed Municipal Agreement.
- If approved this will leave approximately \$1.9 million in the Interfund Loan account.

Background:

- The Avent Ferry Road Realignment (19-007) Transportation Bond project will provide a new cross-town connection from Avent Ferry Road to Bass Lake Road via Pine and Stinson Avenues. This will reduce Village District congestion, provide another access to UNC Rex hospital, increase vehicular and pedestrian safety, and enhancements utilizing landscaping and rain gardens.
- The project is on schedule for an anticipated construction start date of mid-2022.

- CAMPO approved LAPP grant funds for this project in the amount of \$1,000,000 to improve the sidewalk and pedestrian crossings.

Funding Source(s):

Transfer of \$7,500.00 from interfund loan 22 95.04 to project account 48 620 12.01.

Attachment(s):

1. Review_Oversight_Agreement_#9427
2. Avent Ferry Rd Realignment LAPP NCDOT - budget amendment

NORTH CAROLINA
WAKE COUNTY

REVIEW AND OVERSIGHT AGREEMENT

DATE: 07/21/2020

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

AND

TIP Number EB-6049
WBS Elements: 49180.1.1

TOWN OF HOLLY SPRINGS

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the Town of Holly Springs, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, the Municipality has received Federal transportation funds for the "Avent Ferry Road Sidewalk Connectors", programmed under EB-6049; hereinafter known as the Project; and,

WHEREAS, as part of the oversight of the Project, the Department will need to review documents, plans, and other required submittals prepared by the Municipality; and,

WHEREAS, the Municipality will provide local funds to the Department to cover costs incurred prior to the authorization of Federal funds; and,

WHEREAS, a separate Federal project agreement will be entered into to address the reimbursement of Federal funds for eligible costs incurred by the Municipality;

NOW, THEREFORE, the parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

SCOPE OF PROJECT

1. The Project consists of connecting existing sidewalk on the south/east side of Avent Ferry Road from NC 55 to W. Ballentine Street and connecting from the south/east side of Avent Ferry Road from Stinson Ave via Pine Ave.
2. The Municipality is funding project planning and design; construction will be partially Federally funded through CAMPO's LAP Program. The Municipality seeks the Department's review and approval in the planning, environmental documents and design phases of the Project.

PLANNING / ENVIRONMENTAL DOCUMENTATION

3. The Municipality shall prepare the environmental and/or planning document, including environmental permits, needed to construct the Project, in accordance with the National Environmental Policy Act (NEPA) and all other appropriate environmental laws and regulations. All work shall be performed in accordance with Departmental procedures and guidelines. Said documentation shall be submitted to the Department for review and approval.
4. The Municipality shall be responsible for preparing and filing with all proper agencies the appropriate planning documents, including notices and applications required to apply for those permits necessary for the construction of the desired improvements. Copies of approved permits should be forwarded to the Department.
5. If any permit issued requires that action be taken to mitigate impacts associated with the improvements, the Municipality shall design and implement a mitigation plan. The Department will determine if any mitigation costs are eligible for reimbursement. The Municipality shall bear all costs associated with penalties for violations and claims due to delays.
6. The Municipality shall be responsible for designing an erosion control plan if required by the North Carolina Sedimentation Pollution Control Act of 1973, NCGS 113A, Article 4, incorporated in this Agreement by reference and obtaining those permits required thereby in order to construct the Project. During the construction of the improvements, the Municipality, and its contractors and agents, shall be solely responsible for compliance with the provisions of said Act and the plan adopted in compliance therewith.

DESIGN

7. The Municipality, and/or its agent, shall prepare the Project's plans, specifications, and a professional estimate of costs (PS&E package), in accordance with the Department's guidelines and procedures, and applicable Federal and State standards. All work shall be submitted to the Department for review and approval. The plans shall be completed to show the design, site plans, landscaping, drainage, easements, and utility conflicts.

FUNDING

8. The Municipality shall reimburse the Department one hundred percent (100%) of the actual cost of all work performed by the Department, including administrative costs. Based on the estimated costs, the Municipality shall submit a check for \$7,500 to the Department upon partial execution

of this Agreement by the Municipality. Upon completion of the project, if actual costs exceed the amount of payment, the Municipality shall reimburse the Department any underpayment within sixty (60) days of invoicing by the Department. If the actual cost of the work is less than \$7,500, the Department shall reimburse the Municipality any overpayment. The Department shall charge a late payment penalty and interest on any unpaid balance due in accordance with G.S. 147-86.23.

9. In the event the Municipality fails for any reason to pay the Department in accordance with the provisions for payment hereinabove provided, the Municipality hereby authorizes the Department to withhold so much of the Municipality's share of funds allocated to said Municipality by the General Statutes of North Carolina, Section 136-41.1, until such time as the Department has received payment in full.
10. The Municipality understands that the local funding provided is wholly separate from the non-federal match that is required for the reimbursement of Federal funds, which will be addressed in a separate Federal project agreement.

ADDITIONAL PROVISIONS

11. Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all parties by means of a written Supplemental Agreement.
12. This Agreement is solely for the benefit of the identified parties to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.
13. This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein.
14. The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Entity to meet the terms of this Agreement. The Department is not responsible for any expenses or obligations incurred for the terms of this Agreement except those specifically eligible for the funds and obligations as approved by the Department under the terms of this Agreement.
15. The parties hereby acknowledge that the individual executing this Agreement has read this Agreement, conferred with legal counsel, fully understands its contents, and is authorized to execute this Agreement and to bind the respective parties to the terms contained herein.

16. It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the Municipality certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.
17. To the extent authorized by state and federal claims statutes, the Municipality shall be responsible for its actions under the terms of this agreement and save harmless the FHWA (if applicable), the Department, and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns to the extent allowed by law, from and against any and all claim for payment, damages and/or liabilities of any nature, asserted against the Department in connection with this Agreement. The Department shall not be liable and shall be held harmless from any and all third party claims that might arise on account of the Municipality's negligence and/or responsibilities under the terms of this agreement.
18. The Municipality shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21) and related nondiscrimination authorities. Title VI and related authorities prohibit discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.
19. A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.
20. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

IT IS UNDERSTOOD AND AGREED that the approval of the project by the Department and the Municipality is subject to the conditions of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

ATTEST:

TOWN OF HOLLY SPRINGS

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Federal Tax Identification Number

(SEAL)

Remittance Address:

Town of Holly Springs

DEPARTMENT OF TRANSPORTATION

BY: _____
(CHIEF ENGINEER)

DATE: _____

PRESENTED TO BOARD OF TRANSPORTATION ITEM O: _____

Town of Holly Springs 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, 2021.

Department: Engineering **Date:** 8/18/2020

Reason for Budget Amendment:

Avent Ferry Road Realignment (19-007) LAPP NCDOT Review and Oversight Agreement

Expense			
Account #	Account Description	Increase	Decrease
22 95.04	Operating Transfer-Transportation Bond Loan	\$ 7,500	
48-620 12.01	Avent Ferry Realign Professional Fees	\$ 7,500	
Total Expense:		\$ 15,000	\$ -

Revenue			
Account #	Account Description	Increase	Decrease
22 355.04	Operating Transfer-Transportation Bond Loan	\$ 7,500	
48-620 355.04	Operating Transfer-Transportation Bond Loan	\$ 7,500	
Total Revenue:		\$ 15,000	\$ -

Department Head Signature (or electronic submission)

Finance Director Signature (if necessary)

Town Manager Signature (if necessary)

Council Approved/Notified (if necessary)

Town Manager is authorized to transfer within a department without prior approval of Town Council.

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.



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 10.

Consent Agenda

Title: Interlocal Agreement with Town of Cary for Water Supply Mutual Aid (TOHS Eng Proj 19-019)

Strategic Priority Area: Economic Prosperity & Diversity
Responsible & Balanced Growth
Safe & Friendly

Staff Resource: Elizabeth Goodson, Engineering

Action(s):

Enter into an Interlocal Agreement with the Town of Cary for Water Supply Mutual Aid.

Explanation:

- Since the Town of Holly Springs and the Town of Cary have municipal water distribution systems in close proximity, the two towns have found it valuable to have points of interconnection between the systems to provide transfer of water between the systems in the event of an emergency.
- The purpose of this agreement is to establish the terms of the mutual aid between the municipalities should a transfer of water be needed.

Background:

- Although the Town's main water supply is from Harnett County, interconnections with neighboring municipalities have been established and maintained to provide a reliable option should there be a need to transfer water.
- From time to time, these connections have been used to supplement the town's water supply while repairs or maintenance were being done on one of the water systems.
 - In 2014, a letter from Cary to Holly Springs confirmed the intent to develop a mutual aid agreement between the towns to address water supply transfers when needed. In addition, this letter acknowledged the Jordan Lake Partnership Interconnection study that was underway at the time.
 - In 2017, Holly Springs and Cary continued to negotiate a letter of agreement and establish terms for water system mutual aid. This short term agreement expired in December 2017.
- Currently there is one point of interconnection with the Town of Cary (formerly with the City of Raleigh) located on Holly Springs Road which can transfer approximately 2 MGD through a 16" connection. This interconnection is owned by the Town of Holly Springs.
- The Town of Cary is currently working on design for a future second interconnection to be located near the intersection of Optimist Farm Road and Pierce Olive Road to provide redundancy and reliability to this portion of their system. This connection is expected to allow a transfer up to 0.5 MGD.
- Through this agreement, the towns have established a rate structure for purchasing or selling water during a time of need. This establishes a Base Rate that will be consistent

with the lowest tier single-family residential rate as approved in each town's budget. It also accounts for a Net Balance should water be transferred to and from one of the units during the same month.

- Mutual aid with regional partners like the Town of Cary is an efficient way to increase the Holly Springs community's water security and resilience, without the cost of constructing additional facilities or pipeline infrastructure.

Funding Source(s):

Attachment(s):

1. Holly Springs-Cary Mutual Aid ILA 08052020
2. Mutual_Aid_Agreement_Cary_Fig1
3. Mutual_Aid_Agreement_Cary_Fig2

COUNTY OF WAKE

STATE OF NORTH CAROLINA

**INTERLOCAL AGREEMENT BETWEEN HOLLY SPRINGS AND CARY FOR WATER
SUPPLY MUTUAL AID**

This Interlocal Agreement for Water Supply Mutual Aid (“Agreement”) between the Town of Cary (“Cary”) and the Town of Holly Springs (“Holly Springs”), both being North Carolina municipal corporations. Cary and Holly Springs are sometimes referred to individually as “Party” and jointly as “Parties.”

RECITALS

WHEREAS the municipal water distribution systems owned and operated by Cary and Holly Springs are located in close proximity to each other; and

WHEREAS, it is in the interest of the water customers of Cary and Holly Springs to have interconnections between the water systems, and agreements in place providing for emergency water supply and Cary and Holly Springs have entered into such agreements with other governmental units; and

WHEREAS, Cary intends to construct a new interconnection with Holly Springs in the vicinity of Lamm Drive and Optimist Farm Road for the transfer of up to about 0.50 million gallons per day (MGD) between the systems on a temporary basis for specified periods; and

WHEREAS, Cary and Holly Springs have an existing emergency water supply interconnection site via an existing pump station located along Holly Springs Road south of Ten Ten Road; and

WHEREAS, Cary and Holly Springs, by adoption in December 2003 of “An Ordinance Establishing an Annexation Agreement between the Town of Holly Springs, North Carolina, and the Town of Cary, North Carolina for the Mutual Boundary Line Between These Two Municipalities,” (“2003 Annexation Agreement”) established an urban service area for each entity, and now desire to provide more specificity regarding the urban service area; and

WHEREAS, this Agreement is authorized by NCGS §§ 160A-318, 160A-322, and 160A-460 *et.seq.*

NOW THEREFORE, for and in consideration of the recitals and the mutual promises and covenants contained in this Agreement, the Parties agree as follows:

- 1. Incorporation of Recitals and Purpose.** The Recitals are true and are incorporated into this Agreement. The purpose of this Agreement are as follows:
 - a. Cary and Holly Springs intend to assist each other on a short term, as-needed basis in meeting the water needs of their citizens and other local governments in the event of an

unanticipated water shortage. The Agreement is for mutual aid purposes; that is, it does not provide a guaranteed permanent water supply capacity for either party.

- b. The Agreement is also intended to define areas in which the other municipality will not offer water or sewer service; and provides for other related matters.
- c. To allow for the construction of a new interconnection between Cary and Holly Springs in the vicinity of Lamm Drive and Optimist Farm Road.

2. Definitions. The following definitions apply to this Agreement except where the context does not allow:

<i>Term or expression</i>	<i>Meaning or usage</i>
“Boundary Line”	This is defined in section 4 and depicted in Exhibits 1 and 2
“Buyer”	The Unit that is buying water.
“Conveyor”	An entity that is conveying water from the Seller to the Buyer, in instances when movement of water through a party that is neither the Seller nor Buyer is required.
“Customers”	Retail customers and wholesale water customers.
“Deficient Quantity”	Refers to supplying less water than requested or required by the Buyer.
“Designated Representative”	The individual named in writing from time to time by a Unit to carry out functions specified in this Agreement. A Unit may name more than one Designated Representative with authority to so act.
“Facilities”	Equipment, fixtures, and structures for the transmission of water, including lines, mains, meters, pumps, and valves.
“person”	Includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities.
“Seller”	The Unit providing water.
“Service Area”	This is defined in section 4 and depicted in Exhibit 1
“sewer”	Sanitary sewer.
“Unit”	Cary or Holly Springs.
“water”	Potable water.
“Water Shortage”	Any period of time when either Unit has reached one or more triggers for action as defined in that Unit’s Water Shortage Response Plan.

3. Effective Date; Duration and Term. This Agreement shall become effective (“Effective Date”) upon the date it is properly authorized and executed by the last of Cary and Holly Springs. The initial term of this Agreement shall be for twenty-five (25) years from the Effective Date. This Agreement shall thereafter automatically renew for up to five (5) additional one-year terms unless either party gives notice of termination to the other party at least ninety (90) days before the end of the then current term. The Parties may extend the term of this Agreement to the extent lawfully permitted by a separate written instrument executed by both Parties.

4. Boundary Line; Service Area.

- a. The Boundary Line and Utility Service Areas are established by the 2003 Annexation Agreement and shown on Exhibits 1 and 2 . The Holly Springs Service Area is to the south and west of the Boundary Line and the Cary Service Area is to the north and east of the Boundary Line.
- b. The 2003 Annexation Agreement clarifies the provision of service line through annexation areas and service to areas that cannot be annexed. Except to the extent provided by Section 7 (which provides for a limited exception to service restrictions) Cary agrees not to supply water or sewer service to any place in Holly Spring's Service Area, and Holly Springs agrees not to supply water or sewer service in Cary's Service Area. If the boundary line splits land that has a single parcel identifying number (PIN), but not all the buildings are in one Unit's Service Area, the managers of the Units shall agree in writing on which of the Units shall not supply water service and/or sewer service to the buildings and the parcel. The Holly Springs town manager has authority to make such agreements on behalf of Holly Springs, and the Cary town manager has authority to make such agreements on behalf of Cary.

5. Request to Buy Water

- a. When either Unit desires to buy water from the other Unit, the Buyer shall, through its Designated Representative, notify the Seller of the amount of water it desires to buy, stated in millions of gallons per day ("Amount Requested"). The Amount Requested shall not exceed either (i) the amount of water that can be supplied by the Seller, or (ii) the amount of water that can be passed through the interconnection infrastructure. The notification may be oral but shall be followed up promptly with a written verification pursuant to section 19 (Notice).
- b. The Seller shall use its best efforts to supply the Amount Requested; provided, however, the Seller's ability to provide water to Seller's Customers shall not be compromised, nor shall Seller be obligated to furnish such an amount of water to Buyer such that unsatisfactory pressure, pressure fluctuation, or other hydraulic conditions are created for Seller or Seller's Customers. Further, when Cary is the Seller, nothing in this Agreement is intended to or shall require Cary to violate any provisions of the Cary-Apex Interlocal Agreement, including but not limited to provisions regarding Apex's rights and ability to receive water from the Cary/Apex Water Treatment Facility. The determination of the availability or maximum quantity of water available to be furnished to the Buyer shall be within the sole discretion of the Seller. Section 13 (Right to Suspend or Reduce Supply of Water) addresses the right of the Seller to supply less than the Amount Requested.
- c. The water may be supplied by direct interconnection between the Units' systems, or if agreed to by the Units, by or through one or more third party Conveyors. In the latter case, the Units recognize that appropriate agreements with the appropriate third party(s) will be needed.
- d. The Buyer shall pay the Seller for the water that is supplied. Section 10 (Water Charges and Billing) addresses payment matters.
- e. Neither Unit has any obligation to supply or convey water to the other if so doing could cause exceedance of the Seller's maximum interbasin transfer allowance, whether such maximum is specified in a certificate issued under NCGS 143-215.22L by the

Environmental Management Commission (or any successor to the Commission), or specified by applicable statute to have the effect of such a certificate.

6. Request to Convey Water.

- a. When a Unit (the “Requesting Unit”), through its Designated Representative, sends a notice to the other Unit pursuant to Section 19 (Notice) requesting that the other Unit act as a Conveyor (the “Conveyor Unit”), the latter Unit shall act as Conveyor subject to the other terms in this section and other applicable provisions of this Agreement. The Requesting Unit may be the Seller of the water to a third party or it may be the Buyer of the water from a third party. There may be one or more additional Conveyors for any of these transactions. For instance, in one transaction, Cary may be the Seller, Holly Springs and two other third parties may be Conveyors, and another third party may be the Buyer.
- b. This Agreement does not require the Conveyor Unit to spend money or use other resources of the Unit to make connections or otherwise change its Facilities to accommodate any interconnection to facilitate the transmission.
- c. If water is supplied to a Conveyor Unit and if the Buyer/Seller Unit has stated an amount of water that it intends the Conveyor to transmit to or from a third party, it is agreed that the Conveyor Unit shall use its best efforts to transmit an amount that closely approximates the stated amount, but only if (i) the quality of the water is satisfactory, (ii) the conveyance does not negatively impact the Conveyor Unit’s water service to its customers, (iii) the Buyer/Seller Unit is in compliance with the terms of its contract with the Conveyor Unit, including payment, and (iv) the Buyer/Seller Unit has the appropriate water sales agreement(s) in place with any other third party(s) participating in the sale, purchase, or conveyance of the water.
- d. Nothing in this Agreement requires the Conveyor Unit to pay for the water.
- e. Except to the extent that the Conveyor Unit is paid for the costs of conveying the water by a third party, the Buyer/Seller Unit shall pay the Conveyor Unit for the costs of conveying of the water, which may include pumping, valve operation, meter-reading, flushing, treatment, and administration of the transmission. Section 10 (Water Charges and Billing) addresses payment matters.

7. Installation, Ownership and Maintenance of Facilities.

- a. Exhibit 2 shows interconnection points and meter locations between the Cary and Holly Springs water systems, and their ownership, all as of July 1, 2020.
- b. This Agreement does not prohibit either Unit from installing Facilities within the Service Area of the other Unit (as a limited exception to the Service Area restrictions in section 4) for the purpose of providing water and/or sewer service to the installing Unit’s customers, so long as those customers are not physically located in the Service Area of the other Unit, and there is prior written approval of the town manager of the other Unit. The Facilities installed pursuant to this section are subject to subsection (d) below.
- c. Holly Springs shall own and be responsible for the operation and maintenance of all Facilities located on the Holly Springs side of the interconnection points shown in Exhibit 2. Cary shall own and be responsible for the operation and maintenance of all Facilities located on the Cary side of the interconnection points shown in Exhibit 2. See subsection (b) and other subsections of this section for exceptions.

- d. It is agreed that Cary or Holly Springs may build, in the other Unit's system, Facilities that facilitate the transfer of water to the building Unit's water system, but only if those Facilities are first approved by the other Unit and are built according to specifications required for the system where those Facilities are constructed. Holly Springs and Cary shall agree as to installation, ownership and maintenance of any future interconnection Facilities, including meters. The Holly Springs town manager has authority to make such agreements on behalf of Holly Springs, and the Cary town manager has authority to make such agreements on behalf of Cary, provided that the agreements shall make the decision as to installation, ownership and maintenance so as to allow for economical and efficient operation of the interconnection Facilities.
- e. A single bi-directional meter will be installed by Cary at the Optimist Farm Road interconnection facility, and both Towns will have access to read this meter. The ownership and maintenance of this meter shall be the responsibility of Cary. A new valve will be installed by Cary on each side of the meter along with a fire hydrant and blow-off. Holly Springs shall be responsible for the operation and maintenance of the valve, fire hydrant, and blow-off located on the Holly Springs side, while Cary shall be responsible for the operation and maintenance of the valve, fire hydrant, and blow-off located on the Cary side of this interconnection facility.

8. Installation of Other Facilities.

- a. When either Unit installs Facilities that are meant to facilitate interconnection, it may, by entering into an agreement pursuant to Section 7 (d), build parallel Facilities for the other Unit to facilitate efficiency in construction. The details of cost and payment for any such additional Facilities shall be included in such agreement.

9. Water Use Restrictions. During any time that a Unit has water use restrictions in effect and is supplying water as Seller to the other Unit as Buyer pursuant to this Agreement, the Seller may request that the Buyer impose water use restrictions at least equal to those being imposed by the Seller, or at least equal to those that would be imposed by the Seller if the Buyer's Service Area were undergoing water shortage conditions similar to those in the Seller's Service Area. If Buyer does not comply with such request, the Seller may withhold some or all of the Amount Requested until such restrictions are placed into effect. The water use restrictions referred to in this section include year-round water conservation measures as well as voluntary or mandatory water use restrictions implemented during a water shortage.

10. Water Charges and Billing.

- a. Rate. Each Unit's Base Rate shall be defined as the base or lowest tier single-family residential rate for locations within the Unit's corporate limits in effect at the time the water service is furnished. If a Unit changes its rate structure so that it no longer has a rate that is a base or lowest tier single-family residential rate, the lowest rate that is applied to most residential households in the Unit's corporate limits will be deemed to be its base single-family residential rate. For purposes of that determination, a household is the person being billed for water.
 - i. The price that either Unit as Buyer shall pay the other Unit as Seller shall be the Seller's Base Rate.

- ii. The price that either Unit as Buyer/Seller shall pay the other Unit as Conveyor shall be 5 percent of the Conveyor's Base Rate.
- b. Billing when one Unit is Buyer and the other Unit is Seller.
 - i. The Net Balance is defined as the net amount of water, in gallons, on the last day of the month, supplied from one Unit to the other under this Agreement since the last invoice was billed by either Unit. Purchases and sales shall be offset against each other in order to calculate the Net Balance. A Unit is a "debtor" when it has a positive Net Balance of purchased water from the other Unit. A Unit is the Invoicing Unit when it has a positive Net Balance of sold water to the other Unit.
 - ii. The Invoicing Unit shall have the option to request water from the Unit that is the debtor in order to reduce the Net Balance, instead of invoicing the Unit that is the debtor, unless the Net Balance would result in an invoice that is greater than \$300,000 or the invoice is for the period ending June 30. Such request for water will be made in writing by the Invoicing Unit and agreed to in writing by the debtor Unit and shall not be subject to subsection (d).
 - iii. If the Invoicing Unit elects to invoice the debtor Unit, the invoice will be based on the Net Balance of water transferred pursuant to this Agreement, and the debtor Unit will be the Invoiced Unit.
- c. Billing when one Unit is Buyer or Seller and the other Unit is Conveyor. The Buyer/Seller Unit is the Invoiced Unit and the Conveyor Unit is the Invoicing Unit.
- d. Payment. The Invoiced Unit shall pay the Invoicing Unit pursuant to this Agreement. The Invoicing Unit shall invoice on a monthly basis, except as provided in subsection (b) above. The Invoicing Unit shall add a late payment fee of one (0.75%) percent per month to the amount due for any payment made more than 30 days after the billing date.

11. Intermittent Water Sales. Cary and Holly Springs recognize that, from time to time, because of changes in operation, installation of Facilities, emergencies, or problems, each Unit may need to buy water, even though the Unit is acting expeditiously to take care of the situation. Under these circumstances, the Holly Springs town manager has authority to make agreements to sell or to buy water on behalf of Holly Springs, and the Cary town manager has authority to make agreements to sell or to buy water on behalf of Cary. The authority of the respective managers to make those agreements applies only to the extent that the manager of the Buyer Unit finds that the circumstances described in the first sentence of this section apply. No such agreement may authorize the furnishing of water for a period greater than one year.

12. Determination of Quantity Supplied. The amount of water a Unit as Seller supplies to a Unit as Buyer for which the Buyer shall pay the Seller shall be measured by the Seller's meter located at or near the interconnection point between the Seller and Buyer's systems. The Seller shall quantify the amount of water supplied to the buyer using their respective SCADA system. When one Unit acts as Buyer or Seller and the other Unit acts as Conveyor, the Buyer/Seller Unit is responsible for making sure the daily quantity of water conveyed is reported to the Conveyor. The Conveyor Unit may also meter the amount of water conveyed and may base invoices on that amount pursuant to section 10.

13. Right to Suspend or Reduce Supply of Water.

- a. A Unit acting as either Seller or Conveyor may withhold, reduce, or suspend the supply of water in the event of emergencies, water shortages, equipment problems, or other events or conditions that the Seller Unit determines reduce either the amount of water available for sale or the Seller Unit's ability to supply such water.
- b. A Unit acting as Seller may suspend supplying water to the Buyer as long as the Buyer is in breach of its obligation to pay the Seller for water and Seller has informed Buyer in writing of the breach and given the Buyer 15 days to cure the breach.
- c. A Unit acting as Seller or Buyer in a transaction where the other Unit is acting as Conveyor may withhold, suspend, or terminate supplying water at any time without liability to the Unit acting as Conveyor for such suspension or termination.
- d. A Unit acting as Buyer may require the Unit acting as Seller to withhold, reduce, or suspend supplying water in the event of emergencies, water shortages, equipment problems, or other events or conditions that the Buyer Unit determines reduce the amount of water needed by the Buyer or the Buyer Unit's ability to receive the water.

14. Regulatory Compliance.

- a. Seller Unit responsible for treatment of water; Buyer Unit responsible for approvals and compliance. A Unit that sells water to the other understands that the Buyer Unit is not expected to treat the water before it is consumed by the Buyer Unit's customers. When a Unit as Seller supplies water to the other Unit as Buyer, the Seller shall secure, or cause to be secured, all necessary Federal and State approvals and shall comply with all applicable Federal and State regulations, laws, orders, statutes, ordinances, codes, and rules relating to the quality and treatment of the water.
- b. Buyer Unit responsible for transfer. When a Unit as Seller supplies water to the other Unit as Buyer, the Buyer shall secure, or cause to be secured, all necessary Federal and State approvals and shall comply with all applicable Federal and State regulations, laws, orders, statutes, ordinances, codes, and rules relating to the conveyance of the water.
- c. Unit as Conveyor may require assurances. When a Unit as Buyer or Seller requests the other Unit to act as Conveyor, the Conveyor Unit may require the requesting Unit or the third party Seller or Buyer to secure, or cause to be secured, all necessary Federal and State approvals and to comply with all applicable Federal and State regulations, laws, orders, statutes, ordinances, codes, and rules relating to the transfer of the water. If the prospective Conveyor Unit does not obtain assurances relating to the preceding sentences in this subsection (c) that it finds to be satisfactory, it may refuse to act as Conveyor.

15. Cary-Apex Interlocal Agreement. Cary represents that the Town of Apex ("Apex") is a tenant-in-common with Cary in the Cary/Apex Water Treatment Facility upon terms set forth in an interlocal agreement between Cary and Apex dated July 1, 2017 ("Cary-Apex Interlocal Agreement"), which addresses the ownership, operation and maintenance of the Cary-Apex Water Treatment Plant and the Cary-Apex Interlocal Agreement provides that Apex must be notified by Cary before Cary may sell water to another Party. Nothing in this Agreement is intended to or shall require Cary to violate any provisions of the Cary-Apex Interlocal Agreement, including provisions regarding Apex's rights and ability to receive water from the Cary/Apex Water Treatment Facility.

16. Appointment of Personnel. The Holly Springs Town Manager shall designate persons to carry out Holly Springs' obligations under this Agreement. The Cary Town Manager shall designate persons to carry out Cary's obligations under this Agreement.

17. Termination. This Agreement may be terminated by written agreement of both Units. Either Unit may terminate this Agreement because of substantial breach of this Agreement by the other Unit, provided that the terminating Unit has given 90 days' written notice to the breaching Unit and the breaching Unit has not cured the breach during that period. Either Unit may terminate this Agreement without cause provided that the terminating Unit has given 1 years' written notice to the other Unit. This section does not limit the Parties' rights to enforce this Agreement through any other action or remedy. Whether this Agreement terminates as provided in section 3 or earlier, it is agreed that on termination, all obligations that are still executory on both sides are discharged but any right based on prior breach or performance survives.

18. Breach and Default. 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.

19. Notices. Unless otherwise provided, all notices provided for herein shall be in writing and shall be sent properly addressed by first class mail and electronic mail to the parties at the addresses shown below:

Town of Cary
PO Box 8005
Cary, North Carolina 27512-8005
Attention: Town Manager

With copies to the Utilities Director

Town of Holly Springs
P.O. Box 8
Holly Springs, NC 27540
Attention: Town Manager

With copies to the Utilities and Infrastructure Services Executive Director

All notices shall be effective three (3) days after having been deposited, properly addressed and postage prepaid, in the US Postal Service. Any party hereto may change the person to whom or the address to which notices should be provided by giving written notice to the other parties of the change.

20. Entire Agreement/Amendments; Effect on Other Agreements. This Agreement constitutes the entire agreement between the Parties with respect to its specific subject matter. This Agreement may not be changed except in writing signed by all the parties. This Agreement supplements, and does not replace, "An Ordinance Establishing an Annexation Agreement between the Town of Holly Springs, North Carolina, and the Town of Cary, North Carolina for

the Mutual Boundary Line Between These Two Municipalities” adopted by the Parties in December 2003.

21. 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 this Agreement has been authorized by Resolution spread upon the minutes of each Party’s governing body. This Agreement is a valid and binding obligation of each Party.

(b) 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 either Party is now a party or by which either 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.

22. 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.

23. 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.

24. 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.

25. Assignment. Neither Party may sell or assign any interest in or obligation under this Agreement without the prior express written consent of the other Party.

- 26. Liability of Officers and Agents.** No officer, agent or employee of any party will be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents or employees will be deemed to execute such documents in their official capacities only, and not in their individual capacities. This section will not relieve any such officer, agent or employee from the performance of any official duty provided by law.
- 27. 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. Either 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.
- 28. Verification of Work Authorization.** The Parties, and all subcontractors, shall comply with Article 2, Chapter 64, of the North Carolina General Statutes.
- 29. No third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.
- 30. Time.** Time is of the essence in this Agreement and each and all of its provisions.
- 31. Further Assurances/Corrective Instruments; Good Faith/Due Diligence.** 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.

IN TESTIMONY WHEREOF, the Town of Cary and the Town of Holly Springs, both pursuant to resolutions of their respective governing boards spread upon their minutes, have caused this Agreement to be executed and attested by their duly authorized officers and their official seals affixed, the day and year first written above.

[SEAL]

**TOWN OF HOLLY SPRINGS, NORTH
CAROLINA**

By: _____
Randy J. Harrington, Town Manager

Date: _____

Attest:

Linda C. McKinney, Town Clerk

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

Patty Dressen, Interim Finance Director
Town of Holly Springs

[SEAL]

TOWN OF CARY, NORTH CAROLINA

By: _____
Russ Overton, Deputy Town Manager

Date: _____

Attest:

Virginia H. Johnson, Town Clerk

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

By: _____
Shaun Mizell, Deputy Finance Officer
Town of Cary

**Mutual Aid Agreement
with The Town of Cary**
Figure 1

- Legend**
- 
Interconnections


Elevated Water Tank

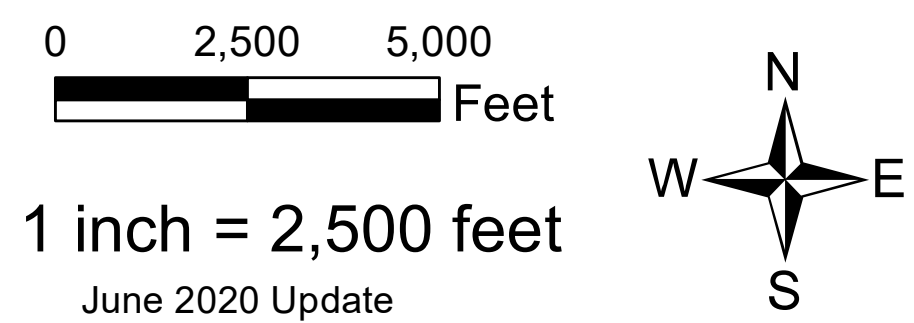

Holly Springs Waterlines


Cary Water Mains


Holly Springs Limits


Holly Springs ETJ

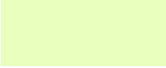

Cary Land Use Plan Boundary

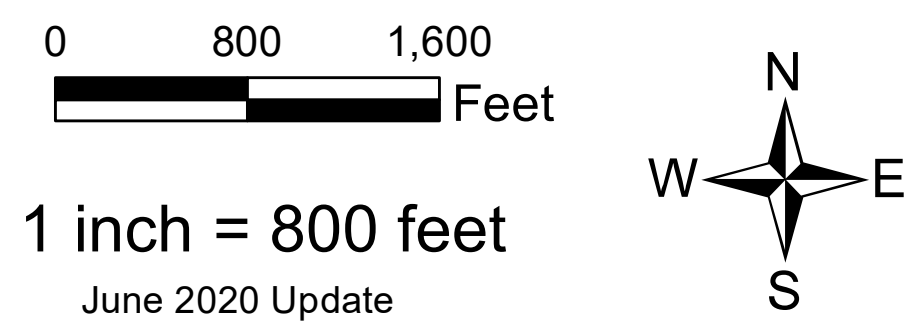


For More Information Contact:
 Town of Holly Springs
 Engineering Department
 P.O. Box 8
 Holly Springs, NC 27540
 919.557.3938
www.hollyspringsnc.us

The Town expressly denies any and all responsibility for errors, if any, in the information/data or for the misuse of the information/data by the user or anyone else. The user understands that he or she should verify the accuracy of the information/data before using it.

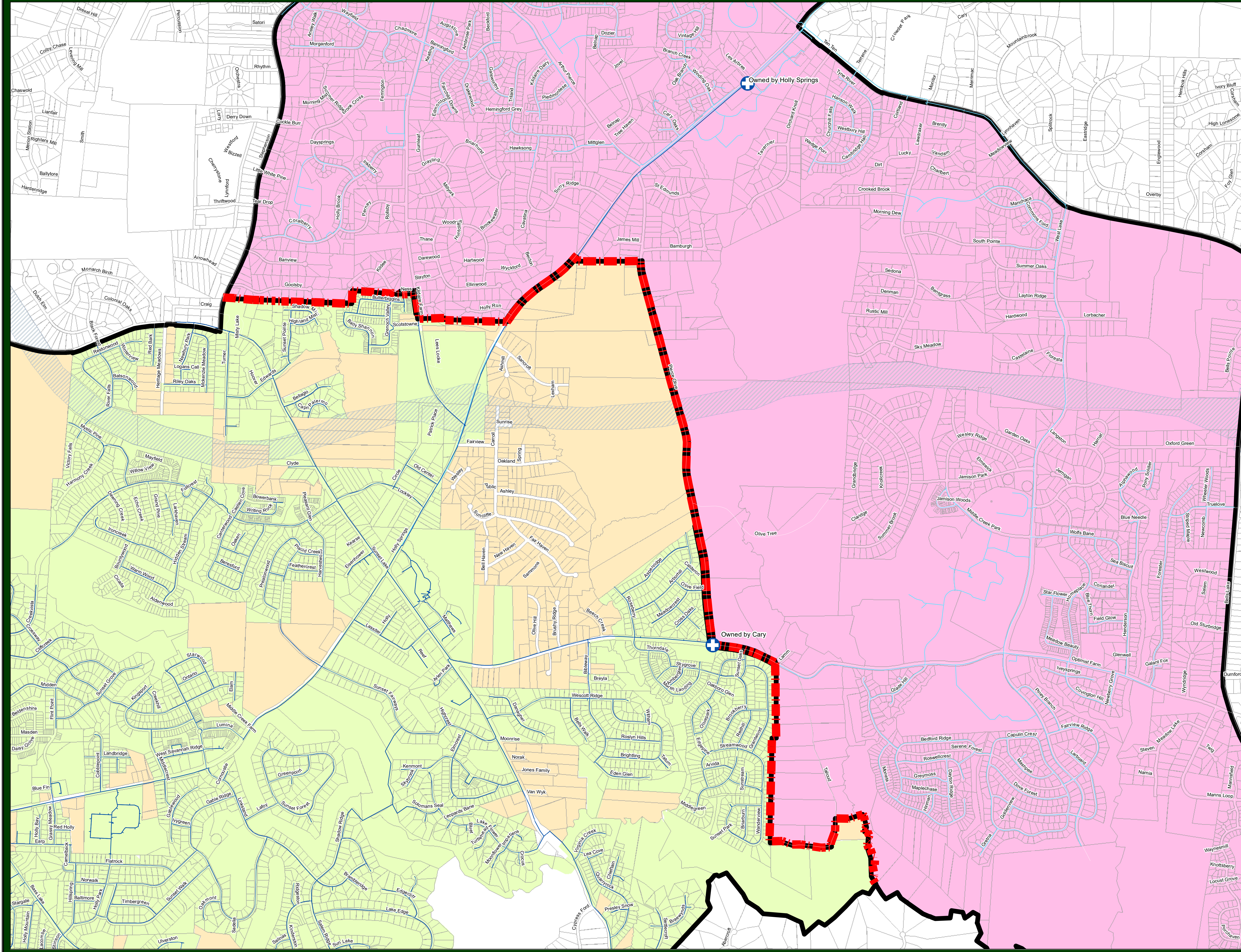
Mutual Aid Agreement with The Town of Cary Figure 2

- Legend**
-  Interconnections
 -  Elevated Water Tank
 -  Holly Springs & Cary Agreement
 -  Holly Springs Waterlines
 -  Cary Water Mains
 -  Holly Springs Limits
 -  Cary Land Use Plan Boundary
 -  Holly Springs ETJ



For More Information Contact:
Town of Holly Springs
Engineering Department
P.O. Box 8
Holly Springs, NC 27540
919.557.3938
www.hollyspringsnc.us

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Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 11.

Consent Agenda

Title: Annexation A20-04 Resolution of Sufficiency

Strategic Priority Area: Responsible & Balanced Growth

Staff Resource: Melissa Sigmund, Planning & Zoning

Action(s):

Adopt Resolution 20-22 directing the Town Clerk to investigate the sufficiency of annexation petition A20-04 and set public hearing for September 1, 2020.

Explanation:

- The Town has received a petition for voluntary annexation of 55.9 +/- acres, located in the vicinity of Cass Holt Road.
- The owner of the property is the Town of Holly Springs.
- The property is intended for a future Town Park.
- Annexation is being requested at this time in order to better address public safety response interests by having Holly Springs Police be the service provider to the parcel instead of the Wake County Sheriff's Office.
- Staff has requested feedback from all departments and there were no issues with this annexation.

Background:

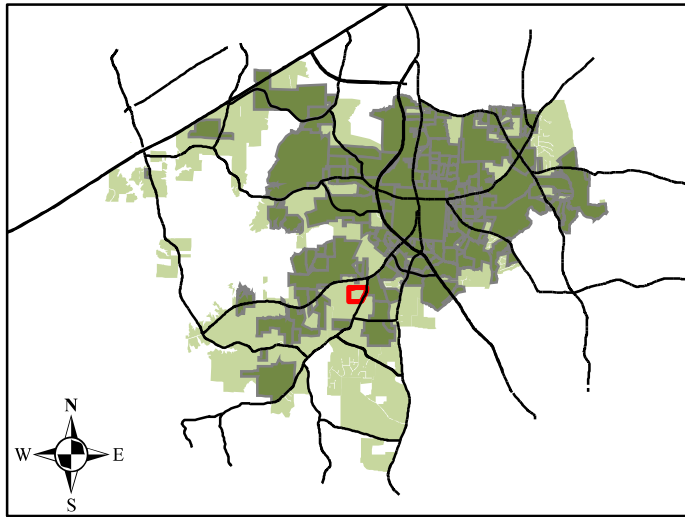
Pursuant to NCGS § 160A-31(c) Council is required, upon receiving a petition for annexation, "to cause the clerk of the municipality to investigate the sufficiency thereof and to certify the result of the investigation" and to fix a date for a public hearing on the question of the annexation.

Funding Source(s):

N/A

Attachment(s):

1. A20-04 Map
2. R20-22 Annex Town Prty- Cass Holt Town Park



Legend

-  Annexation Property Site
-  Subdivisions
-  Lakes
-  Town Limits
-  Extraterritorial Jurisdiction (ETJ)
-  Short Range Urban Service Area



THE TOWN OF

Holly Springs

Resolution No. 20-22

Date Adopted: August 18, 2020

Annexation No. A20-04

**RESOLUTION STATING THE INTENT OF THE TOWN OF HOLLY SPRINGS TO ANNEX
PROPERTY OWNED BY THE TOWN OF HOLLY SPRINGS
WHICH IS CONTIGUOUS TO THE EXISTING MUNICIPAL BONDARIES**

BE IT RESOLVED by the Town Council of the Town of Holly Springs that:

Section 1. It is the intent of the Town Council, pursuant to G.S. 160-31, to annex the property described in Section 2, which is owned by the Town of Holly Springs.

Section 2. The legal description of the property is as follows:

Commencing at the Town of Holly Springs Geodetic Monument "Seagraves 5", having NC Grid Coordinates if N = 690,714.392 and E = 2,045,932.457, NAD 83 (202B):
Thence South 16 degrees 32 minutes 30 seconds West -7826.11 feet to an existing iron pipe on the western right of way of Cass Holt Road (NCSR # 1116) and being South 10 degrees 50 minutes 34 seconds W - 1864.05 feet from the centerline intersection of Cass Holt Road (NCSR # 1115) and Avent Ferry Road, (NCSR # 1116) the point of BEGINNING:
Thence South 69 degrees 57 minutes 34 seconds East-30.55 feet to a cotton spindle in the centerline of Cass Holt Road;
Thence the following calls along the centerline of Cass Holt Road:
South 29 degrees 46 minutes 30 seconds West-79.69 feet to a point;
South 30 degrees 23 minutes 20 seconds West-99.53 feet to a point;
South 30 degrees 06 minutes 53 seconds West-100.45 feet to a point;
South 29 degrees 27 minutes 28 seconds West-50.92 feet to a point;
South 29 degrees 03 minutes 53 seconds West-50.96 feet to a point;
South 28 degrees 52 minutes 12 seconds West-51.07 feet to a point;
South 28 degrees 37 minutes 48 seconds West-50.80 feet to a point;
South 27 degrees 51 minutes 36 seconds West-50.96 feet to a point;
South 27 degrees 31 minutes 16 seconds West-51.17 feet to a point;
South 27 degrees 13 minutes 59 seconds West-49.79 feet to a point;
South 26 degrees 59 minutes 35 seconds West-96.44 feet to a cotton spindle in said road centerline; Thence leaving said road centerline, North 88 degrees 24 minutes 57 seconds West-1484.66 feet to an existing iron pipe;
Thence North 01 degrees 46 minutes 37 seconds East- 422.10 feet to a bent axle;
Thence North 02 degrees 11 minutes 03 seconds East -1050. 70 feet to an existing iron pipe on the south bank of a creek; Creek is the property line.

Office of the Mayor

P.O. Box 8 • 128 S. Main Street • Holly Springs, NC 27540 •

www.hollyspringsnc.us

Email: dick.sears@hollyspringsnc.us

Thence along a reference line south of said creek, South 89 degrees 16 minutes 44 seconds East -218.22 feet to an existing iron stake;
Thence South 40 degrees 30 minutes 32 seconds East-90.98 feet to an existing iron stake;
Thence South 88 degrees 50 minutes 37 seconds East-234.91 feet to an existing iron stake;
Thence North 77 degrees 27 minutes 32 seconds East-155.89 feet to an existing iron stake;
Thence leaving creek, South 02 degrees 39 minutes 53 seconds East-614.31 feet to an existing iron pipe;
Thence South 84 degrees 58 minutes 27 seconds East-492.46 feet to an existing iron stake;
Thence South 69 degrees 57 minutes 34 seconds East-461.12 feet to an existing iron pipe, the point of BEGINNING, containing 37.88 acres more or less, and being Parcel #2, Deed Book 17729 Page 515 as recorded in the Wake County Register of Deeds.

Commencing at the Town of Holly Springs Geodetic Monument "Seagraves 5", having NC Grid Coordinates if N = 690,714.392 and E = 2,045,932.457, NAD 83 (2012B):

Thence South 16 degrees 36 minutes 25 seconds West- 6953.04 feet to a cotton spindle set in the centerline of Cass Holt Road (N CSR # 1116) and being South 06 degrees 18 minutes 3 6 seconds W -997.62 feet from the centerline intersection of Cass Holt Road (NCSR # 1115) and Avent Ferry Road, (NCSR # 1116) the point of BEGINNING:

Thence the following calls along the centerline of Cass Holt Road:

South 03 degrees 39 minutes 59 seconds West - 233.87 feet to a point;

South 04 degrees 24 minutes 13 seconds West - 51.29 feet to a point;

South 05 degrees 42 minutes 18 seconds West - 51.65 feet to a point;

South 07 degrees 40 minutes 32 seconds West - 51.36 feet to a point;

South 10 degrees 10 minutes 53 seconds West - 52.95 feet to a point;

South 13 degrees 06 minutes 38 seconds West- 53.69 feet to a point;

South 16 degrees 37 minutes 31 seconds West - 53.22 feet to a point;

South 19 degrees 53 minutes 30 seconds West - 52.27 feet to a point;

South 22 degrees 14 minutes 25 seconds West - 51.86 feet to a point;

South 24 degrees 13 minutes 28 seconds West - 52.45 feet to a point;

South 26 degrees 06 minutes 55 seconds West - 53.82 feet to a point;

South 27 degrees 38 minutes 50 seconds West - 53.93 feet to a point;

South 28 degrees 46 minutes 23 seconds West - 50.99 feet to a point;

South 29 degrees 55 minutes 16 seconds West - 24.98 feet to an existing cotton spindle;

Thence leaving said road centerline, North 69 degrees 57 minutes 34 seconds West - 491.67 feet to an existing iron stake;

Thence North 84 degrees 58 minutes 27 seconds West - 492.46 feet to an existing iron pipe;

Thence North 02 degrees 39 minutes 53 seconds West - 614.31 feet to an existing iron stake on the southern bank of a creek. Run of creek is the property line:

Thence along a reference line south of said creek, South 89 degrees 25 minutes 41 seconds East - 260.81 feet to an existing iron stake;

Thence North 88 degrees 08 minutes 08 seconds East - 691.47 feet to an existing iron stake;

Thence North 88 degrees 59 minutes 00 seconds East - 241.49 feet to a cotton spindle in the centerline of Cass Holt Road, the point of BEGINNING, containing 18.26 acres more or less, and being Parcel #1, Deed Book 17729 Page 515 and Book of Maps 2001 Page 687 as recorded in the Wake County Register of Deeds.

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

Office of the Mayor

P.O. Box 8 • 128 S. Main Street • Holly Springs, NC 27540 •

www.hollyspringsnc.us

Email: dick.sears@hollyspringsnc.us

Section 3. The property described in Section 2 is contiguous to the current municipal boundaries.

Section 4. A public hearing on the question of annexation of the property will be held at Holly Springs Town Hall, 128 S. Main St. at 7 p.m. (or as soon thereafter as is practicable) on Tuesday, September 1, 2020

Section 5. Notice of the public hearing shall be published in the Raleigh News & Observer, 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 18th day of August, 2020.

ATTEST:


Dick Sears, Mayor


Linda C. McKinney, Town Clerk



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 12.

Consent Agenda

Title: Clay Ridge Storm Drain Repair Project (TOHS Eng. Proj. 18-019)

Strategic Priority Area: Responsible & Balanced Growth
Safe & Friendly

Staff Resource: Aaron Levitt, Engineering

Action(s):

Award the Clay Ridge Storm drain Repair Project (\$73,507.24) contract to Precision Earth and Pipe LLC.

Approve budget amendment transferring funds in the amount of \$100,000 to stormwater project account and contingency.

Explanation:

- The storm drain repair work is located in Avent Acres subdivision and includes the replacement of 250 ± linear feet of storm drain pipe.
- 5 bids were opened on 7/9/2020 and ranged from \$73,507 - \$309,000. The low bid came in at approximately 50% of the estimated cost.
- Staff recommends awarding the contract to the lowest responsible bidder in the amount of \$73,507.24. Other project costs (administrative, structural inspections, and project contingency) are included in the budget amendment for a total request of \$100,000.00.
- Construction starts in Fall 2020 and projected completion is Winter of 2020, with a duration of approximately 75 days.

Background:

- In the Avent Acres subdivision, a storm drain exists which begins at a catch basin located between 204 and 208 Dutch Hill Road and extends to a structure located between 104 Clay Ridge Way and 210 Bottle Neck Trail. The southern end of the pipe, closest to Clay Ridge Way and Bottle Neck Trail has failed and as such a sinkhole has formed between the two properties.
- The sinkhole is a threat to town infrastructure, including a sanitary sewer line that runs parallel to the storm drain.
- On October 15th 2019, Town Council approved the project budget and provide funding in the amount of \$150,805.00 to fund the project budget.
- Since approving the budget, staff has completed design and project manual in-house and has proceeded to acquire the necessary easements for the project.
- Funding for the project was included in the Fiscal Year 2019-20 budget. Due to project execution not occurring in Fiscal Year 2019-20, the projects funds reverted to Storm Water Reserves on June 30, 2020 and are available for reappropriation.

Funding Source(s):

- \$100,000.00 from Storm Water Reserves

Attachment(s):

1. Bid Tab
2. Bid Recommendation
3. Construction Contract
4. Project Map
5. Project Budget
6. Clay Ridge BA

BID TABULATION

Clay Ridge Stormdrain Repair #18-019

7/9/2020

BASE BID	ITEM DESCRIPTION	UNIT	QUANTITY	Carolina Civil Works Inc.		Bruce Allen Constr. Co LLC		Vortex Drainage Systems		Pipeline Utilities Inc.		Precision Earth and Pipe LLC	
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
	Mobilization (No more than 5%)	LS	1	\$6,242.00	\$6,242.00	\$15,000.00	\$15,000.00	\$5,000.00	\$5,000.00	\$5,837.00	\$5,837.00	\$2,933.00	\$2,933.00
	Traffic Control	LS	1	\$2,093.00	\$2,093.00	\$35,600.00	\$35,600.00	\$7,000.00	\$7,000.00	\$2,000.00	\$2,000.00	\$599.00	\$599.00
	Sediment & Erosion Control	LS	1	\$2,074.00	\$2,074.00	\$12,382.06	\$12,382.06	\$5,000.00	\$5,000.00	\$7,000.00	\$7,000.00	\$2,733.00	\$2,733.00
	Clearing & Grubbing	LS	1	\$11,019.00	\$11,019.00	\$43,656.56	\$43,656.56	\$7,000.00	\$7,000.00	\$10,000.00	\$10,000.00	\$2,333.00	\$2,333.00
	Temporary Silt Fencing / Tree Protection Fencing	LF	573	\$4.20	\$2,406.60	\$3.27	\$1,873.71	\$3.80	\$2,177.40	\$3.00	\$1,719.00	\$7.33	\$4,200.09
	Unclassified Excavation	CY	25	\$185.00	\$4,625.00	\$304.29	\$7,607.25	\$85.00	\$2,125.00	\$45.00	\$1,125.00	\$39.00	\$975.00
	Fine Grading	LS	1	\$3,906.00	\$3,906.00	\$20,310.47	\$20,310.47	\$6,800.00	\$6,800.00	\$2,000.00	\$2,000.00	\$1,533.00	\$1,533.00
	Undercut Excavation	CY	25	\$126.00	\$3,150.00	\$308.00	\$7,700.00	\$65.00	\$1,625.00	\$95.00	\$2,375.00	\$39.00	\$975.00
	Ex. Wood Fence Removal inside LOD	LF	268	\$9.00	\$2,412.00	\$9.15	\$2,452.20	\$11.50	\$3,082.00	\$10.00	\$2,680.00	\$3.93	\$1,053.24
	Remove ex. SD pipe and install 24" RCP, Class III	LF	256	\$239.00	\$61,184.00	\$319.30	\$81,740.80	\$137.50	\$35,200.00	\$234.00	\$59,904.00	\$133.33	\$34,132.48
	Adjust Ex. Drop Inlet Structure	EA	2	\$782.00	\$1,564.00	\$506.84	\$1,013.68	\$1,650.00	\$3,300.00	\$1,000.00	\$2,000.00	\$997.00	\$1,994.00
	Remove ex. inlet structure and install Drop Inlet Structure (If needed)	EA	2	\$7,859.00	\$15,718.00	\$8,487.29	\$16,974.58	\$5,755.00	\$11,510.00	\$4,500.00	\$9,000.00	\$2,633.00	\$5,266.00
	Remove ex. inlet structure and install Catch Basin Inlet Structure (If Needed)	EA	1	\$9,240.00	\$9,240.00	\$23,770.66	\$23,770.66	\$5,755.00	\$5,755.00	\$5,200.00	\$5,200.00	\$997.33	\$997.33
	Remove ex. inlet structure and install NCDOT 840.19 STD Frame W/Grate (If needed)	EA	2	\$1,022.00	\$2,044.00	\$1,143.81	\$2,287.62	\$950.00	\$1,900.00	\$1,000.00	\$2,000.00	\$3,133.00	\$6,266.00
	Concrete Transition Section for Drop Inlet	EA	2	\$2,701.00	\$5,402.00	\$2,889.48	\$5,778.96	\$2,200.00	\$4,400.00	\$1,200.00	\$2,400.00	\$1,699.00	\$3,398.00
	Remove and replace ex. Sidewalk	SF	160	\$30.00	\$4,800.00	\$39.91	\$6,385.60	\$19.25	\$3,080.00	\$9.00	\$1,440.00	\$9.33	\$1,492.80
	Remove and replace ex. Curb and Gutter (If needed)	LF	10	\$278.00	\$2,780.00	\$571.81	\$5,718.10	\$65.00	\$650.00	\$30.00	\$300.00	\$69.33	\$693.30
	Permanent Seeding & Mulch	LS	1	\$904.00	\$904.00	\$18,647.75	\$18,647.75	\$5,200.00	\$5,200.00	\$3,000.00	\$3,000.00	\$1,933.00	\$1,933.00
	BASE BID SUBTOTAL				\$141,563.60		\$308,900.00		\$110,804.40		\$119,980.00		\$73,507.24
	TOTAL				\$141,563.60		\$308,900.00		\$110,804.40		\$119,980.00		\$73,507.24

Note: Regarding the Evaluation of Bid in case of a Discrepancy (see also Instruction to Bidders in the Project Manual): Discrepancy was resolved in favor of the Unit Price.

I hereby certify that the bid tabulation contained herein was prepared under my direct supervision. The individual contractor Unit Bid Prices are the actual prices placed on the Form of Proposal for the bidding process.

Signed, sealed, and dated this 9th Day of July by:

2020





THE TOWN OF *Holly Springs*

July 9, 2020

Kendra D. Parrish, PE
Director of Engineering
PO Box 8
Holly Springs, NC 27540

**RE: Recommendation of Award
Clay Ridge Storm Drain Repair Project, TOHS Project No. 18-019**

Dear Kendra,

Bids were opened for the above named project on 07/09/20. Based on the Certified Bid Tabulation from the July 09, 2020 bid opening, and after reviewing the bid bond, and completing the full evaluation form 12023, it appeared that Precision Earth and Pipe LLC was the apparent low bidder for the Clay Ridge Storm Drain Repair Project with a bid of \$73,507.24.

I recommend awarding the Clay Ridge Storm Drain Repair Project to Precision Earth and Pipe LLC with a bid total with contingency of \$95,000.

Please let me know if you have any questions or concerns. Thank you.

Sincerely,

Dirk Siebenbrodt, P.E.
Project Engineer

DS/dra

Cc: Randy Harrington, Town Manager
Scott Chase, Assistant Town Manager
John Schifano, Town Attorney
Aaron Levitt, PE, Assistant Director of Engineering
Rodney L. Campbell, Development Inspector Administrator
Project file paper/electronic/correspondence

Engineering Department

P.O. Box 8 • 128 S. Main Street • Holly Springs, NC 27540 • www.hollyspringsnc.us

Precision Earth and Pipe, LLC

2000 Brentwood Road, Unit #3

Post Office Box 41465

Raleigh, North Carolina 27604

919-615-1813 – Office

Office@pepnc.com



Public Utilities – Site Development – Asphalt Repairs

References

Chad Ericson – Capital Construction

919-623-8137

chadd@capconncc.com

Andrew Galucki – St. Bourke

303-434-6365

andrew@stbourke.com

Bobby Styles – KMD Construction

704-431-9761

bobby@kmdconstruction.net

David Bicher

919-730-4979

Insurance Information

Triangle Risk Advisors, Inc. – Insurance Carrier for all Coverage

Tyler Pollock, CAWC, CISR

919-496-2239

222 N. Bickett Blvd., Louisburg, NC 27549

tyler@triangleinsurance.com

Certificate of Insurance for Projects

Nationwide – Surety Bonds

Erie Insurance – Umbrella, Auto, Liability & Property, Equipment

Accident Fund – Workers' Compensation

Projects Completed

1. Whole Foods – Asheville, NC
KMD Construction
Bobby Styles – 704-431-9761
Project Cost - \$57,288.00
Project & Safety Manager – Andrew Rosler
Project Superintendent & Quality Control Manager – Jesus Medina
Site Demo of Storm Drain, of Asphalt and of Concrete, Storm Drain Repair and Revisions
2. Harper's Landing Development – Raleigh, NC
Capital Construction Co.
Chad Ericson – 919-623-8137
Project Cost – 250,000.00
Project & Safety Manager – Andrew Rosler
Project Superintendent & Quality Control Manager – Jesus Medina
Clearing and Grubbing
3. Lake Tyler
St. Bourke
Andrew Galucki – St. Bourke
303-434-6365
andrew@stbourke.com
Project Cost \$570,000.
Project & Safety Manger – Andrew Rosler
Project Superintendent & Quality Control Manager – Jesus Medina
Storm Drain Repair

SECTION 00300
BID PROPOSAL ("Proposal")

TO: THE TOWN OF HOLLY SPRINGS, NORTH CAROLINA ("Owner")

FROM: "BIDDER" Precision Earth and Ape, LLC

ADDRESS PO Box 41465

Raleigh, NC 27629

DATE OF BID July 9, 2020 @ 2:00pm, 2020

The Bidder hereby signifies that it is his/her/its intention and purpose to enter into a formal Contract with the Town of HOLLY SPRINGS, North Carolina, to furnish all labor, materials, tools, equipment, apparatus, supplies, and the like required, and to do all the work necessary, for and because of the construction, erection, and/or installation of the proposed "Project":

Clay Ridge Stormdrain Repair

for the Town of HOLLY SPRINGS, North Carolina in accordance with the Contract Documents, including Addenda thereto.** There is deposited, herewith, a certified check in the amount of (must be dollar amount): Three thousand Six hundred Seventy-five Dollars (\$3675.00), or a Bid Bond, in the amount of five percent (5%) of the total aggregate amount of the Bid, made payable to the Owner, the same to be refunded to the Bidder under the conditions of and in accordance with the terms of this Proposal, which are as follows:

THAT: The Bidder has carefully examined the Plans and Specifications and all other Contract Documents and fully understands them.

THAT: The Bidder has carefully examined the site of the Project and is familiar with the conditions under which the work, or any part thereof, is to be performed and the conditions which must be fulfilled in furnishing and/or installing, erecting or constructing any or all items of the Project.

THAT: The Bidder shall provide all necessary tools, machinery, equipment, apparatus, and all other means necessary to do all the work and shall furnish all labor, materials and all else required to complete such Contract as may be entered into, in the manner prescribed in and in accordance with the terms of the Specifications and the Contract and in accordance with the true intent and meaning thereof, and in accordance with the Plans and/or Drawings and the requirements of the Consulting Engineers under them, in a first class manner.

[Terms continued on the following page.]

** Fill in appropriate Addenda number(s):

Addendum #	<u>1</u>	Dated	<u>6-17-2020</u>
Addendum #	<u>2</u>	Dated	<u>6-19-2020</u>
Addendum #	<u>3</u>	Dated	<u>6-30-2020</u>
Addendum #	_____	Dated	_____
Addendum #	_____	Dated	_____
Addendum #	_____	Dated	_____

THAT: The rights of the Owner and the recommendations of the Consulting Engineers shall not be questioned in the Award of the Contract.

THAT: It is the intention of the Owner to let contracts on the basis of the Bids received in accordance with G.S. 143-129 and in such manner as the Owner may deem to be for the best interests of the Owner.

THAT: The Owner reserves the right to reject any or all proposals.

THAT: The work under each Section will be awarded under one Contract and that the Owner shall have the right to include such item or items as the Owner may deem to be in the best interests of the Owner.

THAT: On being awarded the Contract, the Bidder shall execute a Performance Bond and a Payment Bond, on the forms included herein, each equal to one hundred percent (100%) of the Awarded Contract Price (Contract Sum), as security for the faithful performance of the Contract.

THAT: The Bidder shall submit, in the blank spaces provided, all data, guarantees and other information called for.

THAT: The Bidder shall submit, herewith, drawings, or cuts and Specifications showing and describing in detail the equipment and/or apparatus which the undersigned proposes to furnish.

THAT: This Proposal shall be signed and submitted in the manner prescribed in the Instructions to Bidders.

THAT: Should this Proposal not be accepted by the Owner, the certified check, in the amount of (must be dollar amount): Three thousand Six hundred Seventy-five dollars
Dollars (\$3675.00) or the five percent (5%) Bid Bond, as applicable, deposited herewith shall be returned to the Bidder.

THAT: Should this Proposal be accepted by the Owner and the Bidder fail or neglect to execute the Contract and furnish the required Bonds within fifteen (15) days after receiving notifications of the acceptance of the Proposal and/or receipt of the formal Contract and Bond forms, the certified check, in the amount of (must be dollar amount): N/A
Dollars (\$ N/A), or the Bid Bond, deposited herewith shall be retained by the Owner as liquidated damages, it being understood that the Owner reserves the right to extend the time allowed for executing the Contract and/or furnishing the Bond in its sole discretion.

[Terms continued on the following page.]

THAT: The Bidder shall complete such Contract as may be entered into within the number of consecutive calendar days specified in the Contract from the date of the Notice to Proceed.

THAT: The Bidder proposes to enter into a Contract in accordance with this Proposal, the Plans and Specifications and the Contract Documents included herein, for the prices shown on the following pages.

THAT: The Bidder shall be required to submit a complete detailed itemized unit cost breakdown of the Bid Items on the Itemized Bid Proposal form in Section 00510 along with a computed Lump Sum Bid Price amount with this proposal.

THAT: It is the intent of these Contract Documents to obtain a Contract based on Unit Prices with project awarded based upon the lowest qualified total bid based upon unit prices applied to the estimated quantities. Where a discrepancy exists between words and numbers in the Bid amount, the written words shall govern. Where a discrepancy exists between unit prices and mathematical computations in the Itemized Proposal, the unit prices and quantities in the Itemized Proposal shall govern.

THAT: The successful bidder shall have all proper Bidder licenses and privilege licenses required under North Carolina state laws governing their respective trade(s).

THAT: Notice to Proceed and project available shall occur within 60 days of award of contract by the Town Council.

BID PROPOSAL
GENERAL CONSTRUCTION
FOR THE

Clay Ridge Stormdrain Repair - Holly Springs, NC

Town of Holly Springs Project 18-019
(the "Project")

ITEMIZED PROPOSAL

The attached itemized list of work items and materials shall be made a part of this contract along with the completed price per unit of work item. The itemized bid proposal shall consist of the full completion of this list supplemented with any work item the contractor deems necessary to complete the project.

TOTAL "BID" PRICE for the construction of the Project complete as indicated by the Contract Documents (in words and figures):

Seventy-three thousand Five hundred Seven dollars Dollars
and Twenty-four Cents (\$ 73,507.24)

Bidder Precision Earth and Pipe, LLC
(Print)

NOTE: PROPOSAL SIGNATURE REQUIRED ON PAGE 00300-6. ALL PROPOSALS MUST BE PROPERLY EXECUTED TO BE CONSIDERED A VALID BID.

CERTIFIED LIST OF EQUIPMENT/MATERIAL MANUFACTURERS

The Bidder, as part of the procedure for the submission of Bids on the Project, submits the following list of Equipment/Materials Manufacturers to be used in the performance of work to be done on said Project. The list of Manufacturers and all equipment/materials furnished shall be based on requirements of the Contract Documents. Changes to this list after the Bid opening shall only be as approved by the Owner upon request by the Bidder or as required by the Owner based upon review of Bidder's submittals:

*(List Attached)
(Form Attached)*

EQUIPMENT/MATERIALS

MANUFACTURER

It is understood and agreed that, if awarded a Contract, the Bidder shall not make any additions, deletions or substitutions to this certified list without the consent of the Owner. Failure to identify a manufacturer for any or all of the items listed shall constitute an entry of one of the manufacturers listed in its respective technical specification.

See Attached Page

*Equipment List
Attached*



EQUIPMENT LIST

EQUIPMENT #	YEAR	MAKE/MODEL	SERIAL / VIN #
Dozers			
D-1		D6M	1CK16241
D-2	2002	D6R CAT LGP	9PN01105
Clearing Equipment			
CL-1		HUSKY BRUTE XL345	872704
CL-2		John Deere 748g3	DW748GX601128
CL-3		PETERSON 7400 GRINDER	18-45-751
CL-4	2005	PRENTICE 2470	PB19305
EXCAVATORS			
E-1	1996	John Deere 892	FF892EX012494
E-2	2011	CX240 Case	DAC240K5NASAM2197
E-3	1999	200 JD	FF0200X501577
E-4	2017	CAT 305	CAT0305EAH5M05332
E-5	2017	KOMATSU PC228	KMTPC250TEC001824
E-6	2004	John deere 120	FF120CX036064
LOADERS/ SKID STEERS / BACKHOES			
L-1	1997	John Deere 544G	DW544GD561071
L-2	1997	JOHN DEERE 544G	DW544GD561122
L-3	2018	KUBOTA SVL95	JKUC0953001S41214
OFF ROAD TRUCKS			
ON-ROAD VEHICLES			
PU-1	2017	Dodge Ram 2500	3C6UR5FL6HG664355
PU-2	1997	FORD F350	1FTHF36F0VEB33530
T-1	1999	Kenworth w800	1XKDDBOX4XJ822811
T-2	2007	Kenworth T800	1NKDX4EX57J195624
SURVEY / GPS			
TRAILERS			
TR-1	2015	WITZCO Challenger	1W8A11E31FS000149
TR-2	2005	Liddell SF05	1L9SL554X51236238
TR-3	1999	36' RAVEN QUAD AXLE DUMP TRAILER	1R1D23633YJ500592
TR-4	2019	16' RAMPANT INCLOSED	5SPEC1625KW2K1131
COMPACTION EQUIPMENT			
RX-1	2019	boomag 8500	B101720131869

Fair Market Value of all Equipment is \$1,333,500.00

CERTIFICATION AFFIDAVIT

THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER UNDERSTAND AND AGREE THAT, IF AWARDED A CONTRACT, THIS CERTIFICATION SHALL BE ATTACHED THERETO AND BECOME A PART THEREOF.

[If Bidder is not an individual, enter entity name here]

By: _____

(Signature)

NAME OF SIGNER: _____

(Please Print or Type)

TITLE OF SIGNER: _____

(Please Print or Type)

DATE: _____

BID SECURITY:

Accompanying this Proposal is a (1) Bid Bond in the amount of
(2) Three thousand Six hundred Seventy-five dollars 36/100 Dollars
(\$3,675.36).

NOTE: (1) Insert the words "bank draft," "certified check," "bid bond," "cash", or "cashiers check", as the case may be.

(2) Amount must be equal to at least five percent (5%) of the total Bid.

BIDDER'S LICENSE:

The Bidder certifies that (he/she/it) is licensed as a Bidder under the specific North Carolina state law regulating his/her/its particular trade and that the number of the license under which he/she/it now operates is NC # 81975.

BIDDER'S CERTIFICATION AS TO ORGANIZATION AND AUTHORITY:

The Bidder certifies that the Affidavit of Organization and Authority, like the other documents attached hereto, form an integral part of the Proposal, and the Bidder acknowledges that the Owner will rely on the information provided therein in reviewing the Proposal and awarding a Contract.

LIQUIDATED DAMAGES:

The Bidder agrees, further, that the Owner may retain those amounts indicated in the Contract from the amount of compensation due the Bidder, under the terms of the Contract, for each and every day that the work remains incomplete and/or unsatisfactory beyond the completion date(s) specified in the Notice to Proceed. This amount is agreed upon as the proper measure of liquidated damages the Owner will sustain, per day, by the failure of the Bidder to complete the work within the stipulated time, and it is not to be construed in any sense as a penalty.

The Bidder shall not have or bring a claim against the Owner, or raise as a defense against the imposition of liquidated damages, other construction purportedly impeding Bidder's progress or timely project completion.

BID BOND

Nationwide Mutual Insurance Company
1100 Locust St., Dept 2006
Des Moines, IA 50391-2006
(866) 387-0457

CONTRACTOR:

Precision Earth and Pipe LLC
2000 Brentwood Street
Raleigh, NC 27604

SURETY:

Nationwide Mutual Insurance Company
1100 Locust Street, Department 2006
Des Moines, IA 50391

OWNER: Town of Holly Springs
128 S. Main Street
Holly Springs, NC 27540

BOND AMOUNT: \$5%

PROJECT:

Clay Ridge Storm Drain Repair

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be a Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 1st day of July

2020



(Witness)



(Witness)

Precision Earth and Pipe LLC
(Principal)

(Seal)

(Title) Andrew Roster

Nationwide Mutual Insurance Company
(Surety)

(Seal)

(Title) TYLER W POLLOCK

Attorney-in-Fact



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation
Allied Property and Casualty Insurance Company, an Iowa corporation

AMCO Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

TYLER W POLLOCK

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

\$5%

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 27th day of February, 2019.



Antonio C. Albanese
Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 27th day of February, 2019, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Suzanne C. Delio
Notary Public, State of New York
No. 07DE6126649
Qualified in Westchester County
Commission Expires September 16, 2021

Suzanne C. Delio

Notary Public
My Commission Expires
September 16, 2021

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 1st day of July, 2020

Laura B. Guy
Assistant Secretary

(SIGNATURE PAGE)

Dated 7-1-2020, 2020.



Precision Earth and Pipe, LLC
Bidder - Legal Entity

By: [Signature] (SEAL)

(SIGN HERE)

SEAL-if corporation

Andrew Rosler
Printed Name

PO Box 41465
Raleigh, NC 27629
Address

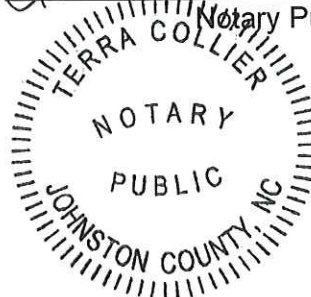
(919) 615-1813
Telephone No.

Subscribed and sworn to before me this 1st day of July, 2020

[Signature]
Notary Public

My Commission Expires:

10-23-2021



BIDDER'S CERTIFICATES
AFFIDAVIT OF ORGANIZATION AND AUTHORITY
SWORN STATEMENT

STATE OF North Carolina)
COUNTY OF Wake)

_____ being first duly sworn
on oath deposes and says that the Bidder on the attached Bid Proposal is organized as
indicated below and that all statements herein made are made on behalf of such Bidder and that
this deponent is authorized to make them.

(Fill Out Applicable Paragraph)

CORPORATION:

The Bidder is a corporation organized and existing under the laws of the State of
_____, it operates under the legal name of
_____, and the full names of its
officers are as follows:

President	_____
Secretary	_____
Treasurer	_____
Manager	_____

and it does _____ have a corporate seal. The _____ is/are authorized to
sign construction proposals and contracts for the company by action of its Board of Directors
taken _____, a certified copy of which is
hereto attached. (Strike out this last phrase if not applicable.)

PARTNERSHIP:

The Bidder is a [limited/general] partnership consisting of individual/corporate partners as
follows:

General Partners

Limited Partners

The partnership does business under the name of : _____

LIMITED LIABILITY COMPANY:

The bidder is a [member-managed/manager-managed] limited liability company consisting of
the following individual/corporate members/managers:

<u>Managers</u>	<u>Members</u>
<u>James P. Lindsay - owner</u>	
<u>Andrew Rosler - Project Manager / Vice President</u>	

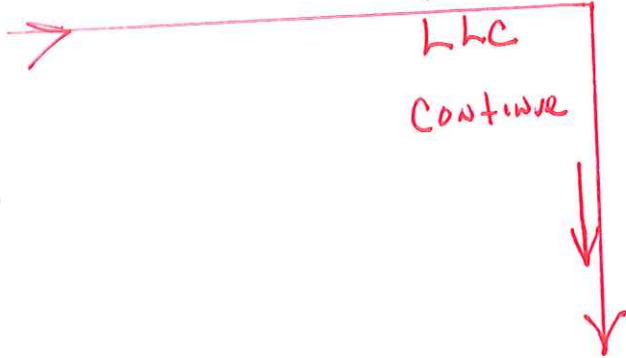
INDIVIDUAL:

The Bidder is an individual whose full name is:

Andrew Rosler

and if operating under a trade name, said trade name is as follows:

Precision Earth and Pipe, LLC



The business address of the Bidder is:

P.O. Box 41465
Raleigh, NC 27629

Its phone number is: 919-615-1813

The contact person for this Proposal is:

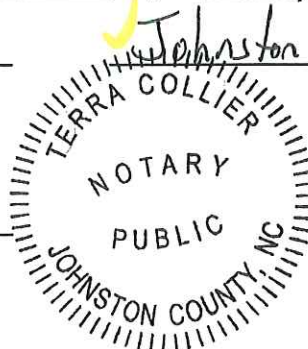
Andrew Rosler - 919-605-2579

Precision Earth and Pipe, LLC
Bidder

By: Andrew Rosler

Subscribed and sworn to before me this 1st day of July, 2020

Terra Collier
Notary Public



Johnston County

My Commission Expires:

10-23-2021

EQUAL EMPLOYMENT OPPORTUNITY ADDENDUM

During the performance of the Contract the Bidder agrees as follows:

- a. The Bidder shall not discriminate against any employee or applicant because of race, color, religion, sex, or national origin. The Bidder shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause.
- b. The Bidder shall, in all solicitations or advertisements for employees placed by or on behalf of the Bidder, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c. The Bidder shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract understanding, a notice, to be provided, advising the labor union or worker's representative of the Bidder's commitments under the Equal Employment Opportunity Section of the Contract, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. In the event of the Bidder's noncompliance with the nondiscrimination clauses of the Contract or with any of such rules, regulations, or orders, the Contract may be canceled, terminated, or suspended in whole or in part and the Bidder may be declared ineligible for further OWNER contracts.
- e. The Bidder will include the provisions of this Addendum in every subcontract or purchase order unless exempted by rules, regulations, or orders of the OWNER so that such provisions will be binding upon each Subcontractor or vendor.

(Use the following form for execution by a CORPORATION):

ATTEST:

(Assistant) Secretary

(CORPORATE SEAL)

(Use the following form for execution by a PARTNERSHIP):

Corporate Name

BY: _____
(Vice) President

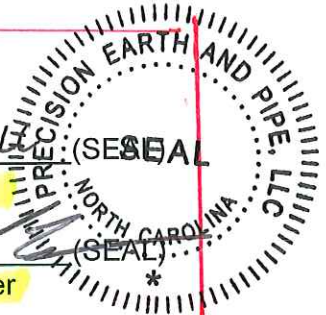
Partnership Name (SEAL)

BY: _____ (SEAL)
General Partner

(Use the following form for execution by a LIMITED LIABILITY COMPANY):

Precision Earth and Pipe, LLC
Company Name (SEAL)

BY: Andrew Roster
Manager/Member (SEAL)



~~(Use the following form for execution by an INDIVIDUAL):~~

BY: _____ (SEAL)

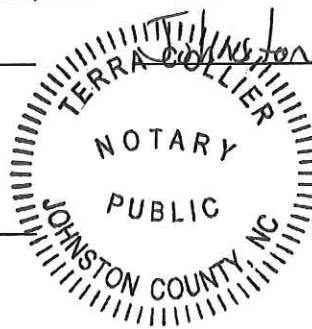
WITNESS:

Terra Collier

Subscribed and sworn to before me this 1st day of July, 2020

Terra Collier

Notary Public



County

My Commission Expires:

10-23-2021

QUALIFICATIONS OF BIDDERS

In order to assist the Owner in determining whether the Bidder is qualified to perform the Work, as set forth in the Contract Documents, the Bidder shall furnish the following information.

1. List of references who are qualified to judge as to his financial responsibility and his experience in work of similar nature to that bid upon:
2. List of previous contracting experience, including dollar values of contracts:
3. List of facilities or equipment that is available for use:
4. Name, residence, and title of the individual who will give personal attention to the work:
5. Financial Statement:

ASSETS

CURRENT ASSETS:

Cash	\$50,000.00
Notes and Accounts Receivable	\$388,000.00
Inventories	_____

PLANT ASSETS:

Real Estate	\$_____
Machinery	1,333,500.00
Good Will, Patents, etc.	_____
Total Assets	\$1,721,533.00

LIABILITIES:

Notes Payable	\$ <u>N/A</u>	
Accounts Payable	<u> </u>	
Accrued Wages	<u> </u>	
Other Liabilities	<u>N/A</u>	\$ <u> </u>
		Total Liabilities
	EXCESS OF ASSETS OR NET WORTH	\$ <u> </u>

6. List all pending claims or lawsuits, and any lawsuit within the last 10 years, filed by or against the Bidder, and describe the resolution of each claim or lawsuit:

<u>Claim</u>	<u>Date of Claim</u>	<u>Resolution, if any</u>
<u>N/A</u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

The existence of unresolved claims against Bidder may disqualify the Bidder from making a Bid Proposal and entering into a Contract.

Notes:

- A. The above is a suggested form for the Financial Statement, but the Bidder is not required to follow the form explicitly. The Financial Statement submitted must clearly show to the satisfaction of the Owner the Bidder's current financial condition. The Owner reserves the privilege of requiring additional information as to financial responsibility of the Bidder prior to awarding Contract.
- B. Bidder shall attach additional pages, if necessary, in order to complete the required information.
- C. The Bidder shall submit detailed information required for above items 1 through 4 with his Bid Proposal package and, at the discretion of the Bidder, the information required under Item 5 may be furnished after Bid Proposals are received if required by the Owner and Engineer to evaluate the financial qualifications of a prospective Bidder.

**AFFIDAVIT OF
STATEMENT OF NON-COLLUSIVE**

State of North Carolina)
County of Wake) ss.

Andrew Rosler being first duly sworn,
deposes and says that:

- (1) He/she is the Representative
(Owner, Partner, Officer, Representative or Agent)
of Precision Earth and Pipe, LLC, the BIDDER that has
submitted the attached BID PROPOSAL;
- (2) He is fully informed respecting the preparation and contents of the attached BID PROPOSAL and of all pertinent circumstances respecting such BID PROPOSAL;
- (3) Such BID PROPOSAL is genuine and is not a collusive or sham BID PROPOSAL;
- (4) Neither the said BIDDER nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm, or person to submit a collusive or sham BID PROPOSAL in connection with the Contract for which the attached BID PROPOSAL has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any BIDDER, firm, or person to fix the price or prices in the attached BID PROPOSAL or of any other BIDDER, or to fix any overhead, profit, or cost elements of the BID PROPOSAL price or the BID PROPOSAL price of any other BIDDER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against The Town of HOLLY SPRINGS, or any person interested in the proposed Contract;
- (5) The price or prices quoted in the attached BID are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

Precision Earth and Pipe, LLC
BIDDER

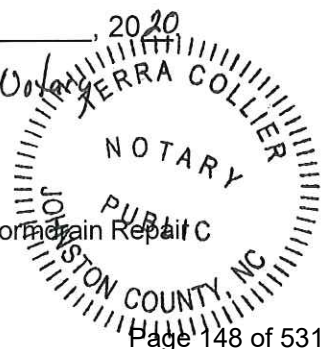
BY [Signature]

ITS Vice President / Project Manager
(Title)

Subscribed and sworn to before me this 1st day of July, 2020

My commission expires 10-23-2021

END OF AFFIDAVIT



Town of Holly Springs

AFFIDAVIT A

AFFIDAVIT of Intent to Perform Contract with Own Workforce.

County of Wake

Affidavit of Precision Earth and Pipe LLC
(Name of Bidder)

I hereby certify that it is our intent to perform a minimum of 100 % of the work required for the

Clay Ridge Storm Drain Repair
contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract substantial elements of work for this type project, and normally performs and has the capability to perform and will perform substantial elements of the work on this project with his/her own current work forces; and

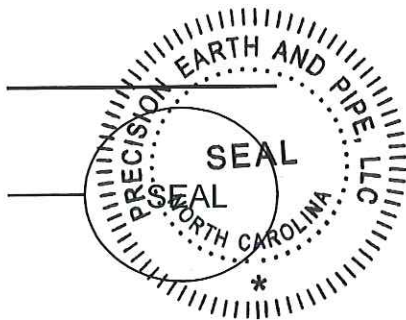
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

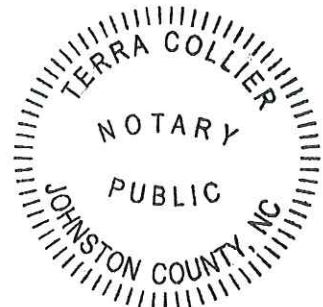
Date: 7-1-2020 Name of Authorized Officer: Andrew Rosler

Signature: [Signature]

Title: Vice President / Project Manager



State of North Carolina, County of Johnston
Subscribed and sworn to before me this 1st day of July 2020
Notary Public Terra Collier
My commission expires 10-23-2021



NONDISCRIMINATION CLAUSE

It is specifically agreed as part of the consideration of the signing of this Bid Proposal, and the resulting execution of a Contract, that the parties hereto, their agents, officials, employees or servants shall not discriminate in any manner on the basis of age, handicap, race, color, creed, gender, religious affiliation, or national origin with reference to the subject matter of the Contract, no matter how remote.

This provision, being incorporated for the benefit of the Town of HOLLY SPRINGS and its residents, may be enforced as set out in the ordinances of the Town of HOLLY SPRINGS, enforcement of this provision shall be by action for specific performance, injunctive relief, or other remedy as by law provided.

This provision shall be binding on the successors and assigns of the parties hereto with reference to the subject matter of the Contract.

(Use the following form for signatures by a CORPORATION):

ATTEST:	_____ Corporate Name
_____ (Assistant) Secretary	BY: _____ (Vice) President
_____ (Printed Name)	_____ (Printed Name)
(Corporate Seal)	

(Use the following form for signatures by a PARTNERSHIP):

_____ WITNESS	_____ Partnership Name (SEAL)
_____ (Printed Name)	BY: _____ General Partner (SEAL)

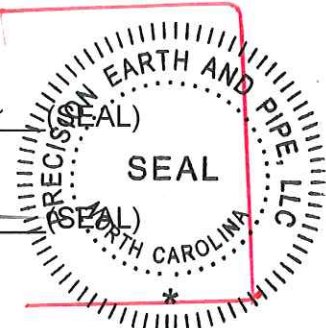
(Use the following form for signatures by a LIMITED LIABILITY COMPANY):

Archie S. Johnson
WITNESS

Archie Johnson
(Printed Name)

Precision Earth and Pipe, LLC
Company Name

BY: [Signature]
Manager/Member



(Use the following form for signatures by an INDIVIDUAL):

_____(SEAL)

(Printed Name)

WITNESS

(Printed Name)

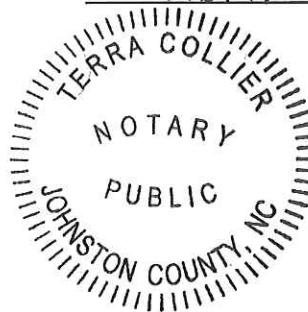
Subscribed and sworn to before me this 1st day of July, 2020.

[Signature]
Notary Public

Johnston
County

My Commission Expires:

10-23-2021



NOTICE OF AWARD

TO: CONTRACTOR/BIDDER: _____

ADDRESS: _____

FROM: _____

OWNER: Town of HOLLY SPRINGS
Engineering Department
HOLLY SPRINGS, North Carolina

PROJECT: Clay Ridge Stormdrain Repair – Holly Springs, NC
Project No. 18-019

You are hereby notified that the Owner has considered the Bid Proposal submitted by you for the above-described project in response to its Notice to Bidders dated _____.

It appears that it is to the best interest of said Owner to accept your Bid Proposal in the amount of: _____ Dollars (\$_____). You are therefore hereby notified that your Bid Proposal has been accepted for _____

The Bidder is required by as a condition of its Award of the Contract to execute and deliver the formal Contract with the Owner and to furnish the required Bidder's Performance and Payment Bonds within fifteen (15) days from the date of the delivery of this Notice to you.

If you fail to execute said Contract and to furnish said Bonds within fifteen (15) days from the date of delivery of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid Proposal as abandoned and to award the work covered by your Bid Proposal to another bidder, or to readvertise the work or otherwise dispose thereof as the Owner may see fit.

Dated this _____ day of _____, 20_____.

Town of HOLLY SPRINGS, North Carolina

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged this _____ day of _____, 20____.

Bidder

By: _____

Title: _____

- END OF SECTION 00300 -

NORTH CAROLINA

CONTRACT FOR CONSTRUCTION

WAKE COUNTY

THIS CONTRACT is made this the _____ day of _____, 20____, an executed by and between the TOWN OF HOLLY SPRINGS, NORTH CAROLINA, municipal corporation hereinafter designed as the "TOWN" or the "OWNER" and _____, hereinafter designated as the "CONTRACTOR".

For the Project entitled: Clay Ridge Stormdrain Repair

And for the Contract Amount of: _____

*If amount is greater than \$300,000.00, Payment and Performance Bond shall be required.

WITNESSETH:

That pursuant to the provision of North Carolina General Statutes Chapter 143-131, (Construction work less than \$500,000 or Apparatus and Supplies less than \$90,000) as amended, proposals were invited informally in accordance with laws for the construction of the improvements hereinafter referred to. All proposals having been duly opened as provided by law, and the Town Council of the Town of Holy Springs, at a meeting on the ____ day of _____, 20____ awarded the contract to the aforesaid CONTRACTOR, the Contractor's proposal being a part of this contract:

NOW, THEREFORE, in consideration of the payments agreed to be made by the hereinafter specified, the TOWN and the CONTRACTOR agree as follows:

I. DESCRIPTION OF WORK

- (1) Construction and other services as necessary to construct this project in accordance with and as shown in the documents set forth herein or incorporated by reference as follows:

AS SHOWN ON EXHIBIT A: Plan

AS SHOWN ON EXHIBIT B: Project Manual

The originals of such specifications, schedules, drawings and other documents are on file in the office of the Engineering Department of the Town of Holly Springs. The CONTRACTOR shall further perform in accordance with the written directions (not inconsistent therewith) given from time to time during the construction by the TOWN designee, _____ (Designee") (TOWN may change designee by prior written notice to CONTRACTOR), however at all times the CONTRACTOR shall exert independent decision making in a manner consistent with the best practices in the CONTRACTOR'S particular field sufficient to complete the terms of this Agreement in a workmanlike manner. CONTRACTOR is not an employee of the TOWN.

II. GENERAL OBLIGATIONS OF THE CONTRACTOR

CONTRACTOR shall be responsible for completing the Work according to the plans and specification listed in Exhibit A and Exhibit B and the terms and conditions of the Contract and CONTRACTOR's proposal. At all times CONTRACTOR shall be independent Contractor of TOWN.

III. TIME OF COMMENCEMENT AND COMPLETION

Subject to force majeure, any delays in the work not caused by Contractor in its performance of this CONTRACT, and Exhibit A, the Grading and Erosion Control Work required by this contract shall be commenced by the CONTRACTOR following the Notice to Proceed and the entire work shall be complete not later than 75 calendar days after the Notice to Proceed or the liquidated damages stipulated in the project manual shall apply at the rate of \$1,000 per day, however CONTRACTOR agrees to make reasonable efforts to complete the work prior to the time of completion.

IV. QUALITY AND WORKMANSHIP

All work under this Contract shall be performed consistent with the plans and specifications referred on Exhibit A and Exhibit B and shall be reasonably approved by Designee. In case of dispute between the CONTRACTOR and the Designee, such dispute shall be resolved in accordance with applicable law.

V. COMPENSATION

In consideration of the performance of this Contract and the full completion of the work required of the CONTRACTOR by the terms and conditions of this Contract, the Town agrees to pay to the CONTRACTOR the contract amount specified on Page 1 of the Contract and consistent with Exhibit A and B and payable as follows: Partial payments may be made to the CONTRACTOR by the Town upon receipt and approval of itemized invoices provided by the CONTRACTOR.

Payment to the CONTRACTOR by the Town of the amounts so determined to be due, in accordance with this Contract, shall relieve the Town from all claims for work done and materials and equipment furnished under this Contract. The CONTRACTOR agrees that he will perform additional work under any duly executed written change order at the unit price or prices contained in Exhibit A and that these prices shall remain in effect until the project is completed and accepted by the TOWN.

VI. NON-DISCRIMINATION ASSURANCES

It is specifically agreed as part of the consideration of the signing of this contract that the parties hereto, their agents, officials, employees or servants will not discriminate in any manner on the basis of age, handicap, sex, race, color, creed, sexual orientation or national origin with reference to the subject matter of this contract, no matter how remote. The parties hereto further agree in all respects to conform to the provisions an intent of the Town of Holly Springs, North Carolina as amended.

This provision begin incorporated for the benefit of the Town of Holly Springs and its residents may be enforced as set out in said ordinances; enforcement of this provision shall be by action for specific performance, injunctive relief, or other remedy as by law provided.

This provision shall be binding on the successors and assigns of the parties hereto with reference to the subject matter on this contract.

(Signature Page)

IN WITNESS OF, THIS THE _____ DAY OF _____, 20____.

CONTRACTOR:

Authorized Signature:

TOWN OF HOLLY SPRINGS, NORTH CAROLINA BY: _____ Randy J. Harrington, Town Manager Town Contact: _____	This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act. _____ Patty Dressen, Interim Finance Director Town of Holly Springs
ATTEST: By: _____ ☐ Linda McKinney, Town Clerk Town Seal	This instrument is approved as to form and legal sufficiency. _____ John P. Schifano, Town Attorney

INSTRUCTION TO CONTRACTORS AND REQUIREMENTS AS TO FORM FOR
TOWN OF HOLLY PSIRNGS CONTRACTS
DO NOT REMOVE FROM CONTRACT

Please observe the following in executing the attached contract:

1. The Town may contract with three types of legal entities.
 - a) If the agreement is with an individual, that individual should sign the agreement exactly as his name is set out. If the contract is with an individually owned business, the contract should be with individual owner, and the named business.
 - b) Execution on behalf of a corporation should be by the president or a vice president, attested by the corporation secretary, with the corporation seal affixed. An official other than president or vice president should attach documentation of his authority to execute and bind the company.
 - c) If the agreement is with a partnership, all members of the partnership should execute unless an authorized partner is designated to execute. Documentation of such should be attached.
2. After signing the contract, the appropriate notary's acknowledgement, either in the corporate form or individual/partnership form should be completed.
3. The Bid Bond, if otherwise required, Payment Bond and Performance Bond should be attached to the Contract package. They should be assigned by the Contractor, and his signature should be acknowledged with the appropriate acknowledgement form. Next, the bonds, in approved form, must be signed by the authorized agent of the Surety Company issuing the bonds, and an executed Power of Attorney document authorizing the agent to sign must accompany the bond documents. Provide the name, mailing address and phone number of the local agent or bonding company representative.
4. The instrument should not be dated, except by the last person executing the contract, normally the Town Clerk.
5. Non-discrimination provisions should be included with the contract.
6. Five copies of the contract are sent to the Contractor. The original duplicates should be signed and returned to the Town of Holly Springs for signature, after which two duplicates will be returned to the Contractor. One copy may be retained by the Contractor and the other, for the use of the Bonding Company(s).
7. Omitted because the Town of Holly Springs has already designate subcontractors to participate in the Work of this Contract.
8. The Contractor shall provide and attach hereto a Certificate of Insurance indicating compliance with the following insurance requirements: General Liability in the amount of \$2 million aggregate, \$1 million per occurrence; \$3 million in workers compensation.

PROCEDURES FOR REPORTING NORTH CAROLINA SALES TAX EXPENDITURES ON TOWN OF HOLLY SPRINGS CONTRACTS

1. The following procedure in handling the North Carolina Sales Tax is applicable to this project. Contractors shall comply fully with the requirements outlined hereinafter, in order that the owner may recover the amount of the tax permitted under the law.
2. It shall be the general contractor's responsibility to furnish the owner documentary evidence showing the materials used and sales tax paid by the general contractor and each of his subcontractors.
 - a. The documentary evidence shall consist of a certified statement, by the general contractor and each of his subcontractors individually, showing total purchases of materials from each separate vendor and total sales taxes paid each vendor. The certified statement must show the invoice number, or numbers covered and inclusive date of such in voices.
 - b. Materials used from general contractor's or subcontractor's warehouse stock shall be shown in a certified statement at warehouse stock prices.
 - c. The general contractor shall not be required to certify the subcontractor's statements.
 - d. The documentary evidence to be furnished to owners eligible for sales or use tax refunds covers sales and/or use taxes paid on building materials used by contractors and subcontractors in the performance of contracts with churches, orphanages, hospitals not operated for profit, educational institutions not operated for profit and other charitable or religious institutions or organizations not operated for profit and incorporated cities, towns and counties in this State. The documentary evidence is to be submitted to the above-named institutions ,organizations and governmental units to be included in claims for refunds to include the purchase of building materials, supplies, fixtures and equipment which become a part of or annexed to buildings or structures being erected, altered or repaired under contracts with such institutions organization or governmental units.
3. The contractor or contractors to whom an award is made on this project will be required to follow the procedure outlined above.
4. The Contractor is advised that all requests for payment, partial or final, for work completed under this contract must include a sales tax report submitted in accordance with the procedures outlined above.

PERFORMANCE BOND

This Bond is executed on _____, 20__.

The name of the PRINCIPAL is _____ (1)

a _____ (2)

The name of the SURETY is _____

The TOWN OF HOLLY SPRINGS, NORTH CAROLINA is the CONTRACTING BODY.

The amount of the Bond is _____
_____ Dollars (\$ _____)

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the above named CONTRACTING BODY, hereinafter called the "Contracting Body", in the penal sum of the amount stated above in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal entered into a certain Agreement with the Contracting Body, dated the ____ day of _____, 20__ for work described by Plans and Specifications prepared by Town of Holly Springs, herein called and referred to as the "Engineers", a copy of said Agreement is hereto attached and made a part hereof for the construction of:

**Clay Ridge Stormdrain Repair Project – Holly Springs, NC as described by a document entitled
"Project Manual for Clay Ridge Stormdrain Repair", Project No. 18-019, dated June 2020 by the
Town of Holly Springs**

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Agreement during the original term of said Agreement and any extensions thereof that may be granted by the Contracting Body, with or without notice to the Surety, and during the life of any guaranty required under the Agreement, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Agreement that may hereafter be made, notice of which modifications to the SURETY being hereby waived, then, this obligation is to be void; otherwise it shall remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST:

(Principal) Secretary
(SEAL)

Principal

By: _____ (3)

(Address)

Witness as to Principal

(Address)

Surety

By: _____ (4)
(Name)

(Address)

ATTEST:

By: _____
[N.C. Resident Agent]
(SEAL)

(Phone Number)

Witness as to Surety

(Address)

NOTE: Date of Bond must not be prior to date of Agreement.

- (1) Insert the correct name of Contractor.
- (2) Insert whether the Contractor is a corporation, a partnership, a limited liability company or an individual.
- (3) If Contractor is a partnership, all general partners should execute the Bond. If Contractor is a limited liability company, all managers (or all members, if the company is member-managed) should execute the Bond.
- (4) Provide contact name, address and phone number for performance bond surety.

PAYMENT BOND

This Bond is executed on _____, 20__.

The name of the PRINCIPAL is _____ (1)

a _____ (2)

The name of the SURETY is _____

The TOWN OF HOLLY SPRINGS, NORTH CAROLINA is the CONTRACTING BODY.

The amount of the Bond is _____ Dollars (\$ _____)

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the above named CONTRACTING BODY, hereinafter called the "Contracting Body", in the penal sum of the amount stated above in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal entered into a certain Agreement with the Contracting Body, dated the ____ day of _____, 20__ for work described by Plans and Specifications prepared by Town of Holly Springs, herein called and referred to as the "Engineers", a copy of said Agreement is hereto attached and made a part hereof for the construction of:

Clay Ridge Stormdrain Repair Project – Holly Springs, NC as described by a document entitled "Project Manual for Clay Ridge Stormdrain Repair", Project No. 18-019, dated June 2020 by the Town of Holly Springs

NOW THEREFORE, if the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said Agreement, and any and all duly authorized modifications of said Agreement that may hereafter be made, notice of which modifications to the SURETY being hereby waived, then this obligation is to be void; otherwise it shall remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST:

(Principal) Secretary
(SEAL)

Principal

By: _____(3)

(Address)

Witness as to Principal

(Address)

Surety

By: _____(4)
(Name)

(Address)

(Phone Number)

ATTEST:

By: _____
[N.C. Resident Agent]
(SEAL)

Witness as to Surety

(Address)

NOTE: Date of Bond must not be prior to date of Agreement.

- (1) Insert the correct name of the Contractor.
- (2) Insert whether the Contractor is a corporation, a partnership, a limited liability company or an individual.
- (3) If Contractor is a partnership, all general partners should execute the Bond. If Contractor is a limited liability company, all managers (or all members, if the company is member-managed) should execute the Bond.
- (4) Provide contact name, address and phone number for payment bond surety.

AFFIDAVIT

(To be attached to all Agreements)

STATE OF _____)
COUNTY OF _____) SS
_____)

_____ being first duly sworn on oath deposes and says that
s/he is _____ (attorney-in-fact or agent) of
_____ (bonding company) surety on the attached Agreement on
_____ executed by
_____ (Contractor).

Affiant further deposes and says that no officer, official or employee of the Owner has any interest directly or indirectly, or is receiving any premium, commission fee or other thing of value on account of the same or furnishing of the Bond, undertaking or Contract of Indemnity, Guaranty, Suretyship in connection with the above mentioned Agreement.

Signed _____

Subscribed and sworn to before me this ____ day of _____, 20__.

(Notary Public, _____ County, _____)

My Commission Expires _____

RESOLUTION OF CONTRACTOR'S PARTNERS, MANAGERS OR MEMBERS

(Attach if necessary)

CERTIFICATE OF INSURANCE

(Attach)

[See the General Conditions for specific requirements.]

NOTICE TO PROCEED

TO: CONTRACTOR: _____

ADDRESS: _____

FROM: Kendra D. Parrish, PE, CFM
Director of Engineering

OWNER: Town of Holly Springs
P.O. Box 8
128 S. Main St.
Holly Springs, North Carolina 27540

PROJECT: Clay Ridge Stormdrain Repair
PROJECT NO.: TOHS Project #18-019

CONTRACT PRICE/SUM: \$ _____

You are hereby notified to commence Work on the referenced project on or before _____, 20____
(the "Commencement Date"), and are to finally and fully complete the Work within 75 **CONSECUTIVE
CALENDAR DAYS** of the Commencement Date. Your Contract final completion date is therefore
_____, 20____.

The Agreement provides for assessment of liquidated damages for each consecutive calendar day after the
above established completion date that the Work remains incomplete to the standard and degree required.

ENGINEER/ARCHITECT:

By: _____

Name: _____

Title: _____

Date: _____

- END OF SECTION 00500 -

Revised = 7/1/2020
1225 hrs

PRECISION EARTH & PIPE LLC
2000 BRENTWOOD ST. SUITE #3
RALEIGH, NC 27604

919-615-1813-office -- 919-917-5800-cell AJ
email: estimator@pepnc.com

Estimate

Number E188

Date 6/23/2020

Bill To
Sara Emig
Town of Holly Springs
Eng. Dept.
PO Box 8
Holly Springs, NC, 27540

Ship To
PROJECT
Clay Ridge Dr. Storm Drainage Repair
104 Clay Ridge Rd
Holly -Springs, NC, 27540

PO Number	Terms	Customer #	Service Rep	Project
Total Cost \$73,507.24		TOHS-StmRepair-01		Proj. #18-019

Description	Quantity/Hours	Price/Rate	Amount
1.- mC- Mobilization Cost (5% max of project total)	1.00	\$2,933.00	\$2,933.00
2.tTC-Temp. traffic control x LS	1.00	\$599.00	\$599.00
3.sEC-Sediment / Erosion Control x LS	1.00	\$2,733.00	\$2,733.00
4.cG-cG-Clearing/ grading / grubbing x LS	1.00	\$2,333.00	\$2,333.00
5.tSF/TP-Temp Silt Fence /Tree Protection fencing x LF	573.00	\$7.33	\$4,200.09
6.uE-Unclassified Excavation x cy	25.00	\$39.00	\$975.00
7.fG-Fine Grading x LS	1.00	\$1,533.00	\$1,533.00
8.uCE-Under Cut Excavation x CY	25.00	\$39.00	\$975.00
9.rMEF-Remove Existing Fence inside L.O.D area x LF	268.00	\$3.93	\$1,053.24
10.rEP Remove Exist Storm Pipe / Install new 24" RCP III	256.00	\$133.33	\$34,132.48
11.aST-Adjust Exist Storm Inlet Structure	2.00	\$997.00	\$1,994.00
12.rRSS-Remove & Replace Storm Structure Inlet (if needed)	2.00	\$2,633.00	\$5,266.00
13-.rRSS-Remove & Replace Storm Catch Basin (if needed)	1.00	\$997.33	\$997.33
14.rRIS-Remove & Replace Drop Inlet (NCDOT-840.19 w/ frame & grate (if Needed)	2.00	\$3,133.00	\$6,266.00

PRECISION EARTH & PIPE LLC
2000 BRENTWOOD ST. SUITE #3
RALEIGH, NC 27604

919-615-1813-office -- 919-917-5800-cell AJ
email: estimator@pepnc.com

Estimate

Number E188

Date 6/23/2020

Bill To

Sara Emig
Town of Holly Springs
Eng. Dept.
PO Box 8
Holly Springs, NC, 27540

Ship To

PROJECT
Clay Ridge Dr. Storm Drainage Repair
104 Clay Ridge Rd
Holly -Springs, NC, 27540

PO Number	Terms	Customer #	Service Rep	Project
Total Cost \$73,507.24		TOHS-StmRepair-01		Proj. #18-019

Description	Quantity/Hours	Price/Rate	Amount
15.cTDI-Conc. Transition for Drop Inlet x each	2.00	\$1,699.00	\$3,398.00
16.rRESW-Remove & Replace Existing Sidewalk x SF	160.00	\$9.33	\$1,492.80
17-16.rRECG-Remove & Replace Existing Curb Gutter x LF (if Needed)	10.00	\$69.33	\$693.30
16.-pSM-Permanent Seeding / Mulch x LS	1.00	\$1,933.00	\$1,933.00

Amount Paid \$0.00

Amount Due \$73,507.24

Discount \$0.00

Shipping Cost \$0.00

Sub Total \$73,507.24

Total \$73,507.24

SECTION 00510
ITEMIZED BID PROPOSAL

UNIT PRICES:

A unit price is an amount stated in the Construction Agreement as a price per unit of measurement for materials or service and shall be added to or deducted from the contract Sum by Change order in the event that a specific material and/or service provided by the Contractor is increased or decreased from the Estimated Quantity Bid in the Construction Agreement.

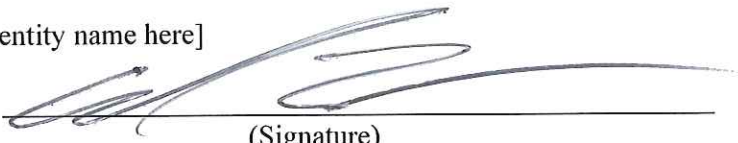
Unit prices are complete for labor, equipment, material, overhead and profit. Base Bid and Alternate Bid (if the Alternate Bid is Accepted) includes the quantity of each item to be furnished complete according to the work shown on the plans and specifications and as estimated herein, inclusive of all appurtenances, as shown and specified. Any unused amount will be credited to the Owner by change order at the end of the project. Likewise, any item installed and accepted by the Owner that exceed the Contract Quantity estimated for that particular Bid item will be paid to the Contractor by Change Order at the Progress Payment that follows approval of the installation of the additional work items.

Clay Ridge Stormwater Repair

<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Total Price</u>
Mobilization (No more than 5%)	1	LS	\$ 2933.00	\$ 2933.00
Traffic Control	1	LS	\$ 599.00	\$ 599.00
Sediment & Erosion Control	1	LS	\$ 2233.00	\$ 2233.00
Clearing & Grubbing	1	LS	\$ 2333.00	\$ 2333.00
Temporary Silt Fencing / Tree Protection Fencing	573	LF	\$ 733	\$ 4200.09
Unclassified Excavation	25	CY	\$ 39.00	\$ 975.00
Fine Grading	1	LS	\$ 1533.00	\$ 1533.00
Undercut Excavation	25	CY	\$ 39.00	\$ 975.00
Ex. Wood Fence Removal inside LOD	268	LF	\$ 3.93	\$ 1053.24
Remove ex. SD pipe and install 24" RCP, Class III	256	LF	\$ 133.33	\$ 34132.48
Adjust Ex. Drop Inlet Structure	2	EA	\$ 997.00	\$ 1994.00
Remove ex. inlet structure and install Drop Inlet Structure (If needed)	2	EA	\$ 2633.00	\$ 5266.00
Remove ex. inlet structure and install Catch Basin Inlet Structure (If Needed)	1	EA	\$ 997.33	\$ 997.33
Remove ex. inlet structure and install NCDOT 840.19 STD. Frame W/Grate (If needed)	2	EA	\$ 3,133.00	\$ 6266.00
Concrete Transition Section for Drop Inlet	2	EA	\$ 1699.00	\$ 3398.00
Remove and replace ex. Sidewalk	160	SF	\$ 9.33	\$ 1492.80
Remove and replace ex. Curb and Gutter (If needed)	10	LF	\$ 69.33	\$ 693.30
Permanent Seeding & Mulch	1	LS	\$ 1933.00	\$ 1933.00
Total for Base Bid	\$		73,507.24	

[If Bidder is not an individual, enter entity name here]

By:


(Signature)

NAME OF SIGNER:

Andrew Rosler
(Please Print or Type)

TITLE OF SIGNER:

Vice President / Project Manager
(Please Print or Type)

DATE:

7-1-2020

- END OF SECTION 00510 -

FORMS

Note -- Do Not Copy This Page

If the last page of this Section is odd, insert a blank sheet (slip sheet) here.

NOTE

The following forms shall be used during construction:

FOR PAYMENT APPLICATIONS – 5 COMPLETE SETS ARE TO BE SUBMITTED TO THE TOWN

PAYMENT APPLICATIONS ARE TO BE SUBMITTED EVERY MONTH FOR PAYMENT

NCDOT PROJECTS FORM DBE-IS TO BE INCLUDED IN PAYMENT APPLICATION

APPLICATION FOR PROGRESS PAYMENT (5 pages)

MBE INFORMATION

FORM DBE-IS (if NCDOT)

TAX STATEMENT AND CERTIFICATION (

FIELD ORDER

WORK CHANGE DIRECTIVE INSTRUCTIONS

WORK CHANGE DIRECTIVE

CHANGE ORDER INSTRUCTIONS

CHANGE ORDER (2 PAGES)

ATTACHMENT TO CHANGE ORDER, SUPPORTING DOCUMENTATION

CONTRACTOR'S RELEASE OF OWNER

CONSENT OF SURETY TO FINAL PAYMENT

FINAL RECEIPT

APPLICATIONS FOR PROGRESS PAYMENT

FOR PAYMENT APPLICATIONS – 5 COMPLETE SETS ARE TO BE SUBMITTED TO THE TOWN

PAYMENT APPLICATIONS ARE TO BE SUBMITTED EVERY MONTH FOR PAYMENT

NCDOT PROJECTS FORM DBE-IS TO BE INCLUDED IN PAYMENT APPLICATION

Each Application for progress payment must include, as a minimum, the following information:

1. Pay Request cover letter as included on page 00900-20.
2. Town of Holly Springs Cover Sheet as included on page 00900-21.
3. Itemized quantity sheet(s) as included on page 00900-22.
4. A Certificate of Sales Tax Paid as included on page 00900-23.
If no sales tax has been paid in the period, then a certificate should be included stating that no sales tax was paid.
5. Updated schedule.
6. Form DBE-IS if NCDOT Project
6. Subcontractor Payment Report on page 00905-10.
7. Five full sets of the above information.
8. A progress schedule updated to reflect current status of project. If project is still on a previously submitted schedule, submit another copy of the schedule with "No Change" noted, along with the date of submittal.
9. S&EC Rain Event Logs
10. S&EC Self Inspection Logs
11. MBE Documentation for Contract Payments on page 00905-15

PAY REQUEST COVER LETTER

(To Be Submitted)

DATE: _____

TO: Town of Holly Springs

RE: _____

We hereby certify that the labor and materials listed on this request for payment have been used in the construction of this Work, or that all materials included in this request for payment and not yet incorporated into the construction are now on the site or stored at an approved location with proper insurance to protect these stored materials; and that all lawful charges for labor, materials and the like, covered by previous Certificates of Payment have been paid and that all other lawful charges on which this request for payment is based have been paid for in full or will be paid for in full from the funds received in payment of this request within ten (10) calendar days from receipt of this partial payment from the OWNER.

CONTRACTOR: _____

BY: _____

TIME: _____

State of _____
County of _____

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public (Seal)

My Commission Expires

PAYMENT

Carolina

Project _____

Project No. _____

Payment No. _____

ifies that to the best of its knowledge and belief, all items, units, quantities and prices of all work and material indicated on periodic estimate are correct; that all Work has been performed and Materials supplied in full accordance with the terms and contract Documents between the undersigned as Contractor and the Town of Holly Springs as Owner, dated _____, changes thereto; that the following is a true and correct statement of the Contract amount up to and including the last day of _____; and that no part of the "Total Amount Due" has been received.

Contract Amount, Including Change Orders _____

Amount Earned, To Date _____ % Earned

Retainage _____

Amount Earned Less Retainage _____

Previously Approved _____

Amount Due This Estimate _____

Amount From Previous Estimate _____

Total Amount Due _____

Amount to Finish, Including Retainage _____

that all claims outstanding as of this date against the undersigned as Contractor for labor, materials, and expendable performance of said Contract up to the date of this estimate have been paid in full accordance with the requirements of this

____ BY _____ TITLE _____ DATE _____

Engineer/Architect

Town of Holly Springs – Owner's Representative

00900-55

Clay Ridge Stormdrain Repair

TOTAL EARNED TO DATE	_____
TOTAL PAID TO DATE	_____
10% RETAINAGE	_____
AMOUNT DUE THIS ESTIMATE	_____

CERTIFICATE OF SALES TAX PAID

PAYMENT NO. _____

OWNER - TOWN OF HOLLY SPRINGS, WAKE COUNTY, NORTH CAROLINA

FOR PERIOD _____ TO _____

ADDRESS	INVOICE #	DATE	AMOUNT	NC TAX	COUNTY	COUNTY TAX

ove listed vendors were paid sales tax upon purchases of building materials during the period covered by this
the property upon which such taxes were paid was or will be used in the performance of this Contract. No tax on
s and/or equipment is included in the above list. All of the materials listed above became a part of or are annexed in the
ion project.

Signature

Title

_____, being duly sworn, certifies that the foregoing statement of sales taxes paid in
iced Contract is true to the best of his or her knowledge and belief.

____ day of _____, 20__.

Notary Public

_____, 20__.

00900-57

Clay Ridge Stormdrain Repair

State of North Carolina
Department of Transportation
Subcontractor Payment Information

Submit with Invoice to: **Town of Holly Springs**
 P O Box 8
 Town of Holly Springs, NC 27540

Firm Invoice No. Reference: _____

NCDOT PO/Contract Number: _____

WBS No. (State Project No.): _____

Date of Invoice: _____

Signed: _____

Invoice Line Item Reference	Payer Name	Payer Federal Tax ID	Subcontractor/Sub consultant/Materi al Supplier Name	Subcontractor/Subc onsultant/Material Supplier Federal Tax ID	Amount Paid to Subcontractor/Subcon sultant/Material Supplier This Invoice	Date Paid To Subcontractor/Subconsu ltant/Material Supplier This Invoice

Total Amount Paid to Subcontractor Firms \$ _____

NOTE: These documents are scanned into our Fiscal program. Please do not highlight or shade the figures.

Rev. 12/05

FIELD ORDER

FIELD ORDER NO.: _____

DATE: _____

PROJECT: _____

RE: _____

TO CONTRACTOR: This Field Order is issued to interpret/clarify the Contract Documents, order minor changes in the work, and/or memorialize trade-off agreements. Both parties hereby agree that the work described by this Field Order is to be accomplished without change in Contract Sum or Price, Contract Time or Times, and/or claims with other costs.

DESCRIPTION: _____

ATTACHMENTS: _____

REFERENCES: _____

RECOMMENDED:

By: _____
Inspector
(Authorized Signature)

Date: _____

APPROVED:

By: _____
Development Inspection Administrator
or Senior Engineer
(Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor
(Authorized Signature)

Date: _____

Distribution: Project Inspector
Lead Inspector
Project Engineer
Director of Engineering/Town Engineer
Contractor

WORK CHANGE DIRECTIVE INSTRUCTIONS

A. GENERAL INFORMATION

This document was developed for use in situations involving changes in the Work which, if not processed expeditiously, might delay the Project. These changes are often initiated in the field and may affect the Contract Sum or Price or the Contract Time or Times. This is not a Change Order, but only a directive to proceed with Work that may be included in a subsequent Change Order.

For supplemental instructions and minor changes not involving a possible change in the Contract Sum or Price or the Contract Time or Times, a Field Order instead shall be used.

B. COMPLETING THE WORK CHANGE DIRECTIVE FORM

Engineer or Architect initiates the form, including a description of the items involved and attachments.

Based on conversations between Engineer or Architect and Contractor, Engineer or Architect completes the following:

METHOD OF DETERMINING CHANGE, IF ANY, IN CONTRACT SUM OR PRICE: Mark the method to be used in determining the final cost of Work involved and the estimated net effect on the Contract Sum or Price. If the change involves an increase in the Contract Sum or Price and the estimated amount is reached before the additional or changed Work is completed, another Work Change Directive must be issued to change the estimated price or Contractor may stop the changed Work when the estimated price is reached. If the Work Change Directive is not likely to change the Contract Sum or Price, the space for estimated increase (decrease) should be marked "Not Applicable."

METHOD OF DETERMINING CHANGE, IF ANY, IN CONTRACT TIME OR TIMES: Mark the method to be used in determining the change in Contract Time or Times and the estimated increase or decrease in Contract Time or Times. If the changes involves an increase in the Contract Time or Times and the estimated times are reached before the additional or changed Work is completed, another Work Change Directive must be issued to change the times or Contractor may stop the changed Work when the estimated times are reached. If the Work Change Directive is not likely to change the Contract Time or Times, the space for estimated increase (decrease) should be marked "Not Applicable."

Once Engineer or Architect has completed and signed the form, all copies should be sent to Owner for authorization because neither Engineer nor Architect alone has the authority to authorize changes in the Contract Sum or Price or the Contract Time or Times. Once authorized by Owner, a copy should be sent by Engineer or Architect to Contractor. The Contract Sum or Price and the Contract Time or Times may only be changed by Change Order signed by Owner and Contractor with Engineer's or Architects' recommendations.

Once the Work covered by this directive is completed or final cost and times are determined, Contractor should submit documentation for inclusion in a Change Order.

THIS IS A DIRECTIVE TO PROCEED WITH A CHANGE THAT MAY AFFECT THE CONTRACT SUM OR PRICE OR THE CONTRACT TIME OR TIMES. A CHANGE ORDER, IF ANY, SHOULD BE CONSIDERED PROMPTLY.

WORK CHANGE DIRECTIVE

WORK CHANGE DIRECTIVE NO.: _____ DATE: _____

Project: _____

Contractor _____

Engineer/Architect _____

You are directed to proceed promptly with the following change(s):

Description: _____

Purpose of Work Change Directive: _____

Attachments (List documents supporting change): _____

If a claim is made that the above change(s) have affected the Contract Sum or Price or the Contract Time or Times, any claim for a Change Order based thereon will involve one or more of the following methods of determining the effect of the change(s).

Method of determining change in Contract Sum or Price:

Unit Prices

Lump Sum

Other _____

Method of determining change in Contract Time or Times:

Contractor's records

Engineer's records

Other _____

Estimated (increase/decrease) in Contract Price:

\$ _____

Estimated (increase/decrease) in Contract Times:

Substantial Completion: _____ days;

Ready for final payment: _____ days;

If the change involves an increase, the estimated price and times are not to be exceeded without further authorization.

RECOMMENDED:

By: _____

Development Inspection Administrator
or Senior Engineer
(Authorized Signature)

Date: _____

APPROVED:

By: _____

Director of Engineering
(Authorized Signature)

Date: _____

ACCEPTED:

By: _____

Contractor
(Authorized Signature)

Date: _____

Distribution: Project Inspector
Lead Inspector
Project Engineer
Director of Engineering/Town Engineer
Contractor

CHANGE ORDER INSTRUCTIONS

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling Contract changes that affect the Contract Sum or Price or the Contract Time or Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect the Contract Sum or Price or the Contract Time or Times.

Changes that affect the Contract Sum or Price or the Contract Time or Times should be promptly covered by a Change Order. The practice of accumulating change order items to reduce the administrative burden may lead to unnecessary disputes.

If milestones have been listed, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Sum or Price or the Contract Time or Times, a Field Order may be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer or Architect initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer or Architect has completed and signed the form, all copies should be sent to Contractor for approval. After approval and signature by Contractor, all copies should be sent to Owner for approval. Engineer or Architect should distribute executed copies after approval by Owner.

If a change only applies to the Contract Sum or Price or to the Contract Time or Times, cross out the part of the tabulation that does not apply.

CHANGE ORDER

CHANGE ORDER NO.: _____ DATE: _____

Project: _____

Contractor: _____

Engineer/Architect: _____

CONTRACTOR is directed to make the following changes in the Contract Documents.

Description:

Attachments:

CHANGE IN CONTRACT SUM OR PRICE:	CHANGE IN CONTRACT TIME OR TIMES:
Original Contract Price \$ _____	Original Contract Times Substantial Completion: _____ Ready for final payment: _____ days or dates
Net change from previous Change Orders No. _____ to No. ____: \$ _____	Net change from previous Change Orders No. _____ to No. ____: _____ days
Contract Sum or Price prior to this Change Order \$ _____	Contract Times with all approved Change Orders Substantial Completion: _____ Ready for final payment: _____ days or dates
Net Increase (decrease) of this Change Order \$ _____	Net Increase (decrease) of this Change Order _____ days
Contract Sum or Price with all approved Change Orders \$ _____	Contract Times with all approved Change Orders Substantial Completion: _____ Ready for final payment: _____ days or dates

RECOMMENDED:

APPROVED:

ACCEPTED:

By: _____
Director of Engineering
(Authorized Signature)
Date: _____

By: _____
Town Manager
(Authorized Signature)
Date: _____

By: _____
Contractor
(Authorized Signature)
Date: _____

CHANGE ORDER NO.: _____

Page ____ of ____

The adjustment in Contract Sum or Price and/or Contract Time or Times stated in this Change Order shall comprise the total price and/or time adjustment due or owed the CONTRACTOR for the work or changes defined in this Change Order. By executing the Change Order, the CONTRACTOR acknowledges and agrees that the stipulated price and/or time adjustments include the costs and delays for all work contained in the Change Order, including costs and delays associated with the interruption of schedules, extended overheads, delay, and cumulative impacts or ripple effect on all other non-affected work under this Contract. Signing of the Change Order constitutes full and mutual accord and satisfaction for the adjustment in Contract Sum or Price or Contract Time or Times as a result of increases or decreases in costs and time of performance caused directly and indirectly from the change, subject to the current scope of the entire work as set forth in the Contract Documents. Acceptance of the waiver constitutes an agreement between OWNER and CONTRACTOR that the Change Order represents an equitable adjustment to the Contract, and that CONTRACTOR waives all rights to file a claim on this Change Order after it is properly executed.

IN WITNESS WHEREOF, the undersigned have caused the execution hereof:

CONTRACTOR: _____

ATTEST:

By: _____

Name: _____

Title: _____

Secretary

Address: _____

[Corporate Seal]

Date: _____

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

By: _____

Date: _____

Title: _____

OWNER: TOWN OF HOLLY SPRINGS

Approval as to form and legal sufficiency:

By: _____

By: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Distribution:

CONTRACTOR'S RELEASE OF OWNER

The Contractor, known as _____,

for the construction of Project: _____,

hereby and forever releases the Town of Holly Springs (Owner), its officers, agents, and [Engineers/Architects]: _____, from all past, present, and future claims and liability to the Contractor for anything done or furnished for, relating to, or for any act of neglect of the Owner, its engineers, or any persons relating to or affecting the work.

Contractor's Certification:

Contractor: _____

Authorized Representative: _____

Date: _____

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

PROJECT: _____

OWNER: _____

CONTRACTOR: _____

CONTRACT: _____ DATE: _____

TO: _____

In accordance with the provisions of the Contract between the Town of Holly Springs (Owner), and the Contractor, known as _____, the Surety Company, known as _____, on bond of Contractor, hereby approves of the final payment to Contractor, and agrees that final payment to Contractor shall not relieve the Surety Company of any of its obligations to the Owner as set forth in said Surety Company's bond.

In witness whereof, the Surety Company has hereunto set its hand this ____ day of _____ in the year _____.

Surety Company

Signature of Authorized Representative

[Seal]

Typed Name and Title of Authorized Representative

FINAL RECEIPT

Contract: _____

Received this _____ day of _____, 20____ as full and final payment of the cost of all improvements provided for in the foregoing Contract the sum of _____ Dollars and _____ Cents, (\$ _____), in cash, being the full amount accruing to the undersigned by virtue of said Contract, said cash covering and including full payment for all extra work and material furnished by the undersigned in the construction of said improvements, and all incidentals thereto, and the undersigned hereby releases the said _____ from all claims whatsoever growing out of the said Contract.

These presents are to certify that all persons doing work upon or furnishing materials or supplies for said improvements under the foregoing Contract have been paid in full.

The undersigned further certifies that all taxes imposed by Chapter 212, North Carolina Statutes (Sales and Use Tax Act), as amended, have been paid and discharged.

CONTRACTOR

By: _____ (Seal)

(Typewritten Name)

STATE OF NORTH CAROLINA

)
)

AFFIDAVIT OF CONTRACTOR'S

COUNTY OF WAKE

)

COMPLIANCE WITH E-VERIFY

I, _____ (the individual attesting below), being duly
authorized by and on behalf of _____ (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 _____, or

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.

This ____ day of _____, 2020.

Signature of Affiant

Print or Type Name: _____

State of North Carolina County of _____

Signed and sworn to (or affirmed)
before me, this the _____

day of _____, 2020.

My Commission Expires: _____

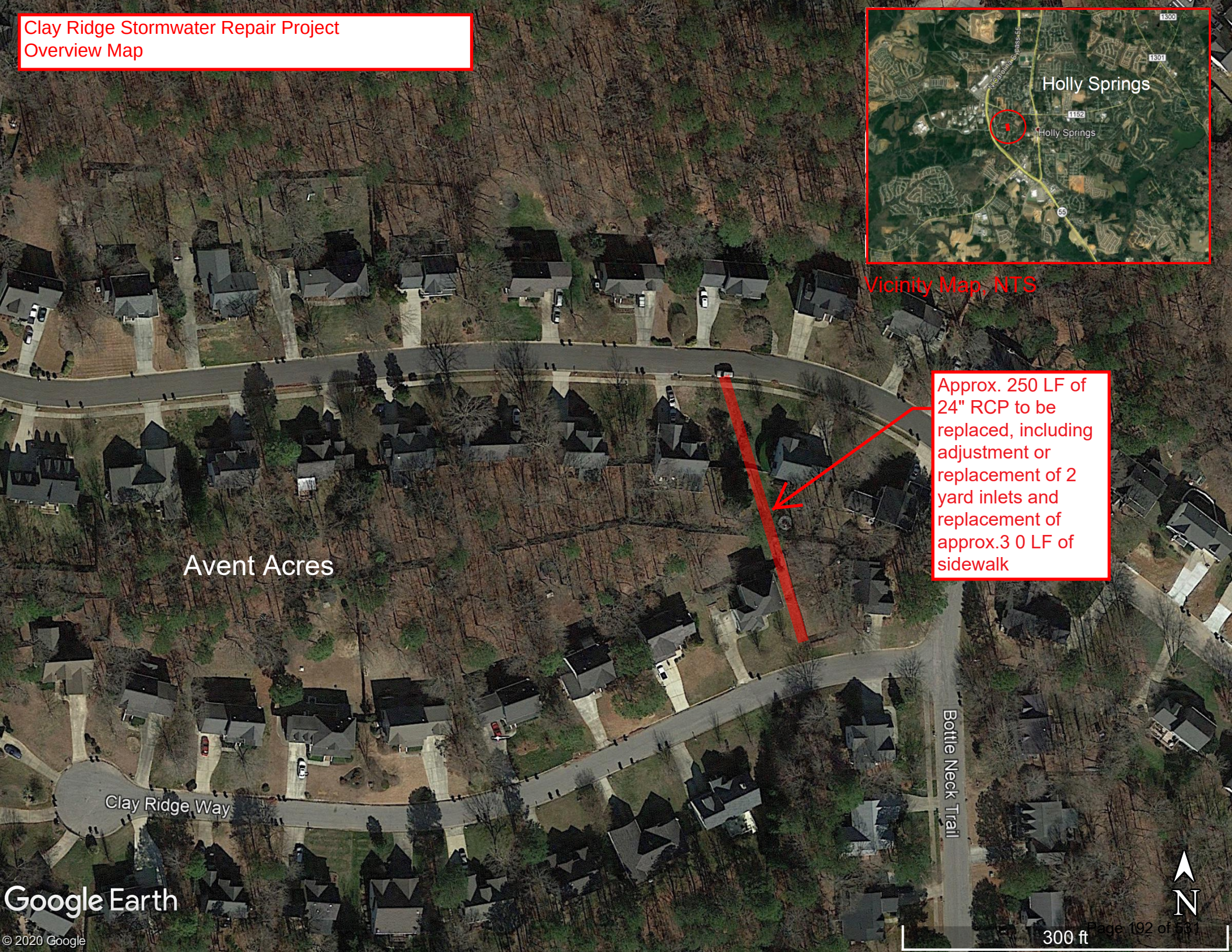
Notary Public

(Affix Official/
Notarial
Seal)

Clay Ridge Stormwater Repair Project
Overview Map



Vicinity Map, NTS



Approx. 250 LF of
24" RCP to be
replaced, including
adjustment or
replacement of 2
yard inlets and
replacement of
approx. 30 LF of
sidewalk

Town of Holly Springs Project Budget

Project Name: Clay Ridge Stormdrain Repair

Date Submitted: 8/18/2020

Department: Engineering

Project Start Date: Fall 2020

Point of Contact: Dirk Siebenbrodt

Completion Date: Winter 2020

Project Description: Clay Ridge Stormdrain Repair - Repair stormdrain pipe in Avent Acres subdivision

Sources (Revenues) - ALL REVENUES MUST BE VERIFIED

Stormwater Reserves (27.95)	\$ 100,000.00
Total:	\$ 100,000.00

Uses (Expenses)

Project Account (31-432-90.06)	\$ 100,000.00
Total:	\$ 100,000.00

Attachments:

Town of Holly Springs 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, 2021.

Department: Engineering

Date: 8/11/2020

Reason for Budget Amendment:

Fund the Clay Ridge (18-019) stormwater repair construction. Previously transferred funds reverted back to Stormwater Reserves at close-out of FY20 and need to be reappropriated for FY21.

Expense			
Account #	Account Description	Increase	Decrease
27.95	Stormwater Reserves Transfer	\$ 100,000	
31-432 90.06	Stormwater Operating - Capital Outlay Projects	\$ 79,000	
31-432 82.97	Stormwater Operating - Contingency	\$ 21,000	
Total Expense:		\$ 200,000	\$ -

Revenue			
Account #	Account Description	Increase	Decrease
27 360.08	Stormwater Reserves Fund Balance	\$ 100,000	
31 355.27	Transfer from Stormwater Reserves	\$ 100,000	
Total Revenue:		\$ 200,000	\$ -

Department Head Signature (or electronic submission)

Finance Director Signature (if necessary)

Town Manager Signature (if necessary)

Council Approved/Notified (if necessary)

Town Manager is authorized to transfer within a department without prior approval of Town Council.

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.



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 13.

Consent Agenda

Title: Refinancing of the W.E. Hunt Recreation Center

Strategic Priority Area: Organizational Excellence

Staff Resource: Patty Dressen, Finance

Action(s):

Approve Resolution 20-25, Approving Financing Terms for the W.E. Hunt Recreation Center Refinance.

Explanation:

- The purpose of the Resolution is to formally approve the lending proposal, approve the substantially final financing contract and authorize staff to complete the closing.
- Truist Bank is providing financing at 1.49%.
- The life of the loan remains the same, through FY 2027-28.
- Local Government Commission meets on September 1, 2020 to approve new debt for government entities.

Background:

- A public hearing was conducted at the July 21, 2020 Town Council meeting to discuss refinancing of the W.E. Hunt Recreation Center. The purpose of the hearing was to receive public comment concerning a proposed financing contract under which the Town would refinance an existing loan that paid for acquisition, construction and financing of the center.
- No input was received at that public hearing.
- The original bank loan for the facility was a total of \$6,524,000 at an interest rate of 5.2%.
- The refinancing produces approximately \$394,000 of savings.

Funding Source(s):

- Debt Service Fund (Installment Financing)

Attachment(s):

1. Financing Agmt and DT HS Hunt Center updated draft Aug 10
2. Resolution 20-25 Approving Financing Terms - Hunt Center

s☆h draft of August 3

Prepared by and return after recording to:

Robert M. Jessup Jr.
Sanford Holshouser LLP
209 Lloyd St., Suite 350
Carrboro, NC 27510

FINANCING AGREEMENT AND DEED OF TRUST

STATE OF NORTH CAROLINA	)	COLLATERAL IS OR
	)	INCLUDES FIXTURES
WAKE COUNTY	)	

Brief description: W.E. Hunt Center, 301 Stinson Ave., Holly Springs 27540

THIS FINANCING AGREEMENT AND DEED OF TRUST (this “Contract”) is dated as of September xxx, 2020, and is granted by the **TOWN OF HOLLY SPRINGS, NORTH CAROLINA**, a North Carolina municipal corporation (the “Town”), to BB&T Collateral Service Corporation, a North Carolina business corporation (the “Deed of Trust Trustee”), for the benefit of **TRUIST BANK** (“Truist”).

RECITALS:

The Town has previously determined to carry out a plan (the “Project”) to refinance an existing loan that paid for the acquisition and construction of the Town’s W.E. Hunt Recreation Center. Truist has agreed to advance funds to the Town for this purpose.

This Contract provides for Truist’s advance of funds, and the Town’s

obligation to repay the funds with interest. In accordance with the Town's authority under Section 160A-20 of the North Carolina General Statutes, the Town will secure its obligations under this Contract by granting to Truist a security interest in the Facilities and the Sites, as defined below.

The Sites include the property described in Exhibit A. The Town is the record owner of the property described in Exhibit A.

This Contract secures current advances of \$3,070,117. The current scheduled date for final repayment is on or about _____, 2027.

NOW, THEREFORE,

(1) in consideration of the execution and delivery of this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged;

(2) to secure the Town's performance of all its covenants under this Contract, including the repayment of amounts advanced and to be advanced, together with interest on all such advances as provided in this Contract or any amendments hereto, and all charges and expenses of collection (including court costs and reasonable attorneys' fees and expenses); and

(3) to charge the Mortgaged Property (as defined below) with such payment and performance,

the Town hereby sells, grants and conveys to the Deed of Trust Trustee, its heirs and assigns forever, in trust, with power of sale, the following (collectively, the "Mortgaged Property"):

(a) the property described in Exhibit A and any real property later acquired by the Town in exchange for, or in consideration of the exchange of, or with the proceeds from any disposition of, all or any part of any property described in this paragraph, and in all cases together with all easements, rights, rights-of-way and appurtenances belonging to any of that property (collectively, the "Sites"); and

(b) all buildings and other improvements and fixtures (including any "Fixtures," as defined in Section 1-4) now or later attached to or used in or on those improvements or the Sites, including (i) all renewals, replacements, and additions, (ii) all articles in substitution, (iii) all building materials for construction, improvement, modification or repair of improvements upon their delivery to the Sites, and (iv) all proceeds of all the foregoing in whatever form resulting from the loss or disposition of the foregoing, including all proceeds of and unearned premiums for any insurance policies covering the Sites and the improvements, proceeds of title insurance and payments related to the exercise of condemnation or eminent domain authority, and all judgments or settlements in lieu of any of the foregoing (collectively, the "Facilities"); and

TO HAVE AND TO HOLD the Mortgaged Property with all privileges and appurtenances thereunto belonging thereto, to the Deed of Trust Trustee, its heirs and assigns forever, upon the trusts, terms and conditions and for the purposes set out below, in fee simple in trust;

SUBJECT, HOWEVER, to the Existing Encumbrances (as defined herein);

BUT THIS CONVEYANCE IS MADE UPON THIS SPECIAL TRUST: if the Required Payments (as defined herein) are paid in full in accordance with this Contract, and the Town complies with all of the terms, covenants and conditions of this Contract, this conveyance shall be null and void, Truist shall cancel it of record at the Town's request and cost, and title shall revert as provided by law.

BUT IF, HOWEVER, AN EVENT OF DEFAULT OCCURS UNDER THIS CONTRACT, then Truist shall have the remedies provided for in this Contract, including directing the Deed of Trust Trustee to sell the Mortgaged Property under power of sale.

THE TOWN COVENANTS AND AGREES with the Deed of Trust Trustee and Truist (and their respective heirs, successors and assigns), in consideration of the foregoing, as follows:

ARTICLE I

DEFINITIONS; INTERPRETATION

1.01. Defined Terms. Unless the context clearly requires otherwise, capitalized terms used in this Contract and not otherwise defined shall have the following meanings:

“Additional Payments” means any of Truist’s reasonable and customary fees and expenses related to the transactions contemplated by this Contract, any of Truist’s expenses (including attorneys’ fees) in prosecuting or defending any action or proceeding in connection with this Contract, any required license or permit fees, state and local sales and use or ownership taxes or property taxes which Truist is required to pay as a result of this Contract, inspection and re-inspection fees, and any other amounts payable by the Town (or paid by Truist on the Town’s behalf) as a result of its covenants under this Contract (together with interest that may accrue on any of the above if the Town shall fail to pay the same, as set forth in this Contract).

“Amount Advanced” has the meaning assigned in Section 2.02.

“Business Day” means any day on which banks in the State are not by law authorized or required to remain closed.

“Closing Date” means the date on which this Contract is first executed and delivered by the Town, which the parties expect will be September xxx, 2020.

“Event of Default” means one or more events of default as defined in Section 9.01.

“Event of Nonappropriation” means a failure or refusal by the Town Council to include funds for Required Payments in the Town’s budget for any Fiscal Year, or any reduction or elimination of an appropriation for Required Payments, all as further described in Section 3.06.

“Existing Encumbrances” means the encumbrances on the title to the Sites existing as of the Closing Date.

“Finance Officer” means the Town’s statutory finance officer, however designated.

“Fiscal Year” means the Town’s fiscal year beginning each July 1, or such other fiscal year as the Town may later lawfully establish, and includes the period between the Closing Date and June 30, 2021.

“Installment Payments” means the payments payable by the Town pursuant to Section 3.01.

“Net Proceeds,” when used with respect to any amounts derived from claims made on account of insurance coverages required under this Contract, any condemnation award arising out of the condemnation of all or any portion of the Mortgaged Property, or any amounts received in lieu or in settlement of any of the foregoing, means the amount remaining after deducting from the gross proceeds thereof all expenses (including attorneys’ fees and costs) incurred in the collection of such proceeds, and after reimbursement to the Town or Truist for amounts previously expended to remedy the event giving rise to such payment or proceeds.

“Payment Dates” means the dates indicated in Exhibit B.

“Permitted Encumbrances” means, as of any particular time, (a) the Existing Encumbrances (except that the lien described in Section 5.01(c) ceases to be a Permitted Encumbrance as of October 1, 2020), (b) liens for taxes and assessments not then delinquent, (c) this Agreement, and (d) easements, rights-of-way and other such minor defects or restrictions as normally exist with respect to property of the same general character as the Mortgaged Property which will not impair the Town’s intended use of the Mortgaged Property.

“Prime Rate” means the interest rate so denominated and set by Truist (whether or not such bank, or any affiliate thereof, is at any time the beneficiary under this Contract) as its “Prime Rate,” as in effect from time to time.

“Project” has the meaning assigned in the Recitals hereto.

“Project Costs” means all costs of the related to the repayment of the Town’s existing loan for the Hunt Center, as determined in accordance with generally accepted accounting principles, including (a) sums required to reimburse the Town or its agents for advances made for any such costs, and (b) all costs related to the financing of the Project through this Contract and all related transactions.

“Required Payments” means Installment Payments and Additional Payments.

“State” means the State of North Carolina.

“Town” means the Town of Holly Springs, North Carolina, and its successors.

“Town Certificate” means any written document (in whatever form, however designated) executed and delivered by a Town Representative.

“Town Council” means the Town’s governing board as from time to time constituted.

“Town Representative” means the Town Manager or the Town’s statutory finance officer, or any other officer or representative designated to Truist by a certificate signed by the Town’s Mayor to act on the Town’s behalf for any purpose (or any specified purpose) under this Contract.

1.02. Interpretation. All references in this Contract to designated “Sections” and other subdivisions are to the designated sections and other subdivisions of this Contract. The words “hereof” and “hereunder” and other words of similar import refer to this Contract as a whole and not to any particular Section or other subdivision unless the context indicates otherwise. Words importing the singular number shall include the plural number and vice versa. All uses of the term “including” should be understood to mean “including, but not limited to.”

ARTICLE II

SECURITY PROVIDED BY THIS CONTRACT; ADVANCE; OBLIGATIONS OF THE BORROWER

2.01. Security for Payment and Performance. This Contract secures the Town's payment, as and when the same shall become due and payable, of all Contract Payments and the Town's timely compliance with all terms, covenants and conditions of this Contract.

2.02. Advance. Truist advances \$4,000,000 (the "Amount Advanced") to the Town. Truist, as directed by the Town, will disburse the Amount Advanced as follows:

- (a) By paying \$5,900 to Truist's legal counsel, as provided in Truist's lending proposal dated July 24, 2020;
- (b) [payment to the old lender]; and
- (c) By paying the remaining \$_____ to the Town for use in paying Financing Costs related to the transactions contemplated by this Contract.

This transaction shall be fully funded at closing.

2.03. No Abatement. There shall be no abatement or reduction of the Required Payments for any reason, including, but not limited to, any defense, recoupment, setoff, counterclaim, or any claim (real or imaginary) arising out of or related to the Sites or the Project, except as expressly provided in this Contract. The Town assumes and shall bear the entire risk of completion, loss and damage to the Sites, the Facilities or any component of the Project, from any cause whatsoever. The Installment Payments shall be made in all events unless the Town's obligation to make Installment Payments is terminated as otherwise provided in this Contract.

2.04. Town's Continuing Obligations. The Town shall remain liable for full performance of all its covenants under this Contract, including payment of all Required Payments, notwithstanding the occurrence of any event or circumstances whatsoever, including any of the following:

- (a) Truist's waiver of any right granted or remedy available to it;
- (b) The forbearance or extension of time for payment or performance of any obligation under this Contract, whether granted to the Town, a subsequent owner of the Facilities or any other person;
- (c) The release of all or part of the Mortgaged Property or the release of any party who assumes all or any part of such performance;
- (d) Any act or omission by Truist (but this provision does not relieve Truist of any of its obligations under this Contract);
- (e) The sale of all or any part of the Mortgaged Property; or
- (f) Another party's assumption of the Town's obligations under this Contract.

2.05. Security Interest in Fixtures. This Deed of Trust is intended to be a security agreement pursuant to the Uniform Commercial Code as in effect in North Carolina for the "Fixtures," as defined below. The Town grants to Truist and the Deed of Trust Trustee a security interest in the Fixtures to secure the Obligations.

The Town agrees to execute, deliver and file, or cause to be filed, in such place or places as may be requested by Truist or the Deed of Trust Trustee, financing statements (including any continuation statements) in whatever form either party may reasonably request to evidence the security interest provided for in this Section. Upon the occurrence of an Event of Default under this Deed of Trust or the Financing Contract, Truist or the Deed of Trust Trustee is entitled to exercise all rights and remedies of a secured party under the Uniform Commercial Code as in effect in North Carolina and may proceed as to the Fixtures in the same manner as provided in this Deed of Trust for the real property.

The "Fixtures" are all items of personal property attached or affixed to the Facilities in such a manner that removing the items would cause damage to the Facilities. The Fixtures may include plumbing, heating, lighting, electrical, laundry,

ventilating, refrigerating, incinerating, air-conditioning, fire and theft protection and sprinkler equipment, including all renewals and replacements thereof and all additions thereto, and all articles in substitution thereof, and all proceeds of all the foregoing in whatever form.

The Town is not obliged to renew, repair or replace any undesirable or unnecessary Fixture. If the Town determines that any Fixture has become undesirable or unnecessary, the Town may remove that Fixture from the Facilities and sell, trade-in, exchange or otherwise dispose of it (as a whole or in part), with an amount equivalent to the fair market value of the Fixture as removed becoming Net Proceeds and subject to the provisions of Section 6.09.

With respect to those items of the Mortgaged Property that are or are to become Fixtures, this Deed of Trust constitutes a financing statement filed as a fixture filing. The Town agrees that the security interest in the Fixtures granted in this Section is in addition to, and not in lieu of, any security interest in the Fixtures acquired by real property law. The fixtures are located on the land described on Exhibit A, and the Town is the record owner of that land. The name and address of the Town, as debtor, and Truist, as secured party, are set forth in Section 11.01.

2.06. Releases; Grants of Easements and Other Transfers.

(a) So long as no Event of Default is continuing, Truist and the Deed of Trust Trustee are required, upon the Town's request and at any time, to execute and deliver all documents necessary to effect the release of all or a portion of the Mortgaged Property from the lien of this Deed of Trust upon the Town's compliance with the requirements of this Section.

(b) In connection with the release of a portion (but less than all) of the Mortgaged Property, the Town must file with Truist and the Deed of Trust Trustee evidence that the appraised, taxable or insured value (and the Town may establish value of different portions by different methods) of that portion of the Mortgaged Property that is proposed to remain subject to the lien of this Deed of Trust will not be less than 80% of the aggregate principal component of the Amount Advanced outstanding at the time the release is effected.

(c) In the case of a proposed release of all the Mortgaged Property, the Town must pay to some fiduciary reasonably acceptable to Truist an amount (i) that is sufficient to provide for the payment in full of the entire outstanding balance of the Amount Advanced and (ii) that is required to be used for that payment.

(d) In any event, the Town must file with Truist and the Deed of Trust Trustee (i) a certified copy of a Town Council resolution stating the purpose for which the Town desires the release, giving a brief and general description of the portion of the Mortgaged Property to be released and requesting the release, (ii) a copy of the proposed instrument of grant or release, including a complete legal description of the property to be released, (iii) a written application signed by a Town Representative requesting the execution and delivery of the instrument, and (iv) a certificate executed by a Town Representative to the effect that (A) that no Event of Default is continuing and (B) the grant or release will not materially impair the intended use of the Facilities.

(e) In addition to the provisions for release described above, the Town may from time to time grant easements, licenses, rights-of-way and other similar rights with respect to any part of the Mortgaged Property, and the Town may release similar interests, with or without consideration. The Town must send notice of any grant or release to Truist, along with a Town Certificate to the effect that the grant or release will not materially impair the intended use of the Facilities.

In all cases, the Town's written representation as to value will be measured at the time of the release or exchange, and the Town may establish value by reference to appraised, taxable or insured value (and the Town may use different criteria for different parcels).

ARTICLE III

BORROWER'S PAYMENT OBLIGATION AND RELATED MATTERS

3.01. Installment Payments. The Town shall repay the Amount Advanced by making Installment Payments to Truist in lawful money of the United States at the times and in the amounts set forth in Exhibit B, except as otherwise provided in this Contract. As indicated in Exhibit B, the Installment Payments reflect the repayment of the Amount Advanced and include designated interest components, with interest

accruing at the annual rate of 1.49%, subject to adjustment as provided in this Contract.

3.02. Additional Payments. The Town shall pay all Additional Payments on a timely basis directly to the person or entity to which such Additional Payments are owed in lawful money of the United States.

3.03. Prepayment. The Town may prepay the outstanding principal component of the Amount Advanced, at its option, at any time, in whole but not in part, by paying (a) all Additional Payments then due and payable, (b) all interest accrued and unpaid to the prepayment date, and (c) 100% of the outstanding principal amount, without premium or penalty.

3.04. Late Payments. If the Town fails to pay any Installment Payment when due, the Town shall pay additional interest on the principal component of the late Installment Payment (as permitted by law) at an annual rate equal to the Prime Rate from the original due date.

3.05. Interest Rate and Payment Adjustment. (a) “Rate Adjustment Event” means (i) any action by the Internal Revenue Service (including the delivery of a deficiency notice) or any other federal court or administrative body determining, or (ii) receipt by Truist of a Bond Counsel Opinion to the effect, (A) that the interest component of Installment Payments related to the Amount Advanced, or any portion thereof, is includable in the gross income for federal income tax purposes of any counterparty to this Contract, or (B) that the Town’s obligations under this Contract with respect to the Amount Advanced are not “qualified tax-exempt obligations” within the meaning of Code Section 265 (a “265 Event”), in any case as a result of any misrepresentation by the Town or as a result of any action the Town takes or fails to take.

(b) Upon any Rate Adjustment Event, (i) the unpaid principal portion of the Amount Advanced shall continue to be payable as shown on Exhibit B, but (ii) the interest components of the Installment Payments shall be recalculated, at an interest rate equal to an annualized interest rate equal to the Prime Rate plus 2% (200 basis points), to the date (retroactively, if need be) determined pursuant to the Rate Adjustment Event to be the date interest became includable in any counterparty’s gross income for federal income tax purposes (or in the case of a 265 Event,

retroactively to the Closing Date). Truist shall provide to the Town a restated schedule of payments.

(c) The Town shall pay interest at such adjusted rate (subject to credit for interest previously paid) to each affected counterparty, notwithstanding the fact that any particular counterparty may not necessarily be a counterparty to this Contract on the date of a Rate Adjustment Event. The Town shall additionally pay to all affected counterparties any interest, penalties or other charges assessed against or payable by such counterparty and attributable to a Rate Adjustment Event, notwithstanding the prior repayment of the entire Amount Advanced or any transfer to another beneficiary.

3.06. Appropriations.

(a) The Town will cause the officer who prepares the draft Town budget initially submitted for Town Council consideration to include in the initial proposal each year the amount of all Installment Payments and estimated Additional Payments coming due during the Fiscal Year to which the budget applies. Notwithstanding that the initial proposed budget includes an appropriation for Required Payments, the Town Council may determine not to include the appropriation (in whole or in part) in the final Town budget for any Fiscal Year or may amend an adopted budget to reduce or delete an approved appropriation.

(b) (i) If for any Fiscal Year the Town adopts an annual budget that does not appropriate (for that purpose) an amount equal to the Installment Payments and estimated Additional Payments coming due during that Fiscal Year, then the Town will send notice of this failure to Truist and the LGC within fifteen days after the beginning of such Fiscal Year.

(ii) If for any Fiscal Year the Town has not adopted an annual budget that appropriates (for that purpose) an amount equal to the Installment Payments and estimated Additional Payments coming due during that Fiscal Year within 15 days after the beginning of any Fiscal Year, then the Town will send notice of this failure to Truist and the LGC within an additional ten days.

(iii) Similarly, if at any time the Town amends the annual budget to reduce the amounts appropriated for Required Payments below the amounts expected to be required for the remainder of that Fiscal Year, then the Town will send notice of

this amendment to Truist and the LGC within ten days.

(iv) The Town shall send notices intended for the LGC to the attention of its Secretary, at 3200 Atlantic Avenue, Longleaf Building, Raleigh NC 27604.

ARTICLE IV

TOWN'S LIMITED OBLIGATION

Notwithstanding any other provision of this Contract, the parties intend that this transaction comply with North Carolina General Statutes Section 160A-20. No deficiency judgment may be entered against the Town in violation of such Section 160A-20.

No provision of this Contract should be construed or interpreted as creating a pledge of the Town's faith and credit within the meaning of any constitutional debt limitation. No provision of this Contract should be construed or interpreted as an illegal delegation of governmental powers or as an improper donation or lending of the Town's credit within the meaning of the North Carolina constitution. The Town's taxing power is not and may not be pledged directly or indirectly or contingently to secure any moneys due under this Contract.

No provision of this Contract should be construed to pledge or to create a lien on any class or source of the Town's moneys (other than the Amount Advanced and any Net Proceeds). No provision of this Contract restricts the Town's future issuance of any of its bonds or other obligations payable from any class or source of the Town's moneys (except to the extent the this Contract restricts the incurrence of additional obligations secured by the Mortgaged Property).

To the extent of any conflict between this Article and any other provision of this Contract, this Article takes priority. Nothing in this Article is intended to impair or prohibit foreclosure upon occurrence of an Event of Default under this Contract.

ARTICLE V

BORROWER'S COVENANTS, REPRESENTATIONS AND WARRANTIES

5.01. Warranties of Title; Marketability. (a) The Town covenants with the Deed of Trust Trustee and Truist that the Town will be seized of and will have the right to convey the Mortgaged Property in fee simple, that the Mortgaged Property is free and clear of all liens and encumbrances other than the Permitted Encumbrances, that title to the Mortgaged Property is marketable, and that the Town will forever warrant and defend title to the Mortgaged Property against the claims of all persons.

(b) No parcel comprising a portion of the Mortgaged Property is subject to reversion and or to an existing lease. Each parcel comprising a portion of the Mortgaged Property is accessible from a public road.

(c) As of the Closing Date, some or all of the Mortgaged Property is subject to a lien arising under a Town Installment Financing Agreement dated as of October 22, 2009, and evidenced by deeds of trust recorded at Book ____, Page ____ and Book ____, Page ____, Wake County Registry. In connection with the closing the Town will cause the payment of all amounts necessary to release this lien.

5.02. Validity of Organization and Acts. The Town is validly organized and existing under State law, has full power to enter into this Contract and has duly authorized and has obtained all required approvals and all other necessary acts required prior to the execution and delivery of this Contract. This Contract is a valid, legal and binding obligation of the Town.

5.03. Maintenance of Existence. The Town shall maintain its existence, shall continue to be a nonprofit corporation validly organized and existing under State law, and shall not consolidate with or merge into another corporation, unless the resulting entity assumes the Town's obligations under this Contract.

5.04. Acquisition of Permits and Approvals. All permits, consents, approvals or authorizations of all governmental entities and regulatory bodies, and all filings and notices required on the Town's part to have been obtained or completed as of today in connection with the authorization, execution and delivery of this Contract, the consummation of the transactions contemplated hereby and the carrying out of the Project have been obtained and are in full force and effect, and there is no reason why any future required permits, consents, approvals, authorizations or orders cannot be obtained as needed.

5.05. No Breach of Law or Contract. Neither the execution and delivery of this Contract nor the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Contract, (a) to the best of the Town's knowledge, constitutes a violation of any provision of law governing the Town or (b) results in a breach of the terms, conditions or provisions of any contract, agreement or instrument or order, rule or regulation to which the Town is a party or by which the Town is bound.

5.06. No Litigation. There is no litigation or any governmental administrative proceeding to which the Town (or any official thereof in an official capacity) is a party that is pending or, to the best of the Town's knowledge after reasonable investigation, threatened with respect to (a) the Town's organization or existence, (b) its authority to execute and deliver this Contract or to comply with the terms of this Contract, (c) the validity or enforceability of this Contract or the transactions contemplated hereby, (d) the title to office of any Town Council member or any other Town officer, (e) any authority or proceedings relating to the Town's execution or delivery of this Contract, or (f) the undertaking of the transactions contemplated by this Contract.

5.07. No Current Default or Violation. (a) The Town is not in violation of any existing law, rule or regulation applicable to it, (b) the Town is not in default under any contract, other agreement, order, judgment, decree or other instrument or restriction of any kind to which the Town is a party or by which it is bound or to which any of its assets are subject, including this Contract, and (c) no event or condition has happened or existed, or is happening or existing, under the provisions of any such instrument, including this Contract, which constitutes or which, with notice or lapse of time, or both, would constitute an event of default hereunder or thereunder.

5.08. No Misrepresentation. No representation, covenant or warranty by the Town in this Contract is false or misleading in any material respect.

5.09. Environmental Warranties. (a) The Town warrants and represents to Truist as follows:

- (i) The Town has no knowledge of, and after reasonable inquiry no reason

to believe (A) that any industrial use has been made of the Mortgaged Property, (B) that the Mortgaged Property has been used for the storage, treatment or disposal of chemicals or any wastes or materials that are classified by federal, State or local laws as hazardous or toxic substances, or (C) that any manufacturing, landfilling or chemical production has occurred on the Mortgaged Property.

(ii) The Mortgaged Property is in compliance with all federal, State and local environmental laws and regulations, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, Public Law No. 96-510, 94 Stat. 2767, 42 USC 9601 et seq., and the Superfund Amendments and Reauthorization Act of 1986, Public Law No. 99-499, 100 Stat. 1613.

(b) The Town's obligations under this Section shall continue in full effect notwithstanding full payment of the Required Payments or foreclosure under this Contract or delivery of a deed in lieu of foreclosure.

5.10. Further Instruments. Upon Truist's request, the Town shall execute, acknowledge and deliver such further instruments reasonably necessary or desired by Truist to carry out more effectively the purposes of this Contract or any other document related to the transactions contemplated hereby, and to subject to the liens and security interests hereof and thereof all or any part of the Mortgaged Property intended to be given or conveyed hereunder or thereunder, whether now given or conveyed or acquired and conveyed subsequent to the date of this Contract.

5.11. Truist's Advances for Performance of Town's Obligations. If the Town fails to perform any of its obligations under this Contract, Truist is hereby authorized, but not obligated, to perform such obligation or cause it to be performed. All expenditures incurred by Truist (including any advancement of funds for payment of taxes, insurance premiums or other costs of maintaining the Mortgaged Property, and any associated legal or other expenses), together with interest thereon at the Prime Rate, shall be secured as Additional Payments under this Contract. The Town promises to pay all such amounts to Truist immediately upon demand.

5.12. Taxes and Other Governmental Charges. The Town shall pay, as Additional Payments, the full amount of all taxes, assessments and other governmental charges lawfully made by any governmental body during the term of this Contract.

With respect to special assessments or other governmental charges which may be lawfully paid in installments over a period of years, the Town shall be obligated to provide for Additional Payments only for such installments as are required to be paid during the term of this Contract. The Town shall not allow any liens for taxes, assessments or governmental charges with respect to the Mortgaged Property or any portion thereof to become delinquent (including, without limitation, any taxes levied upon the Mortgaged Property or any portion thereof which, if not paid, will become a charge on any interest in the Mortgaged Property, including Truist's interest, or the rentals and revenues derived therefrom or hereunder).

5.13. Town's Insurance. (a) From and after the Closing Date, the Town shall, at its own expense, acquire, carry and maintain broad-form extended coverage property damage insurance with respect to all improvements in or on the Sites or otherwise related to the Facilities in an amount equal to the estimated replacement cost of such improvements. This property damage insurance shall include standard mortgagee coverage in favor of Truist. The Town shall provide evidence of such coverage to Truist, upon Truist's request, promptly upon such substantial completion of any construction or improvement. Any Net Proceeds of the insurance required by this subsection (a) shall be payable as provided in Section 6.09.

(b) From and after the Closing Date, the Town shall, at its own expense, acquire, carry and maintain comprehensive general liability insurance in accordance with State statute or as customarily held by similar entities in the State.

(c) If the property (building) secured by this Contract has been determined to be in a "Special Flood Hazard" area, as defined by Truist's flood determination vendor, the Town, at its own expense, must acquire, carry, and maintain an adequate policy for flood insurance for the life of the loan in compliance with the Flood Disaster Protection Act of 1973 (Federal law). If at any time during the term of this Contract, such portion of the Mortgaged Property is classified by FEMA as being located in a special flood hazard area, flood insurance will be mandatory. Should Truist become aware of such an event, federal law requires Truist to notify the Town of the reclassification. If, within forty-five days of receipt of notification from Truist that any portion of the Mortgaged Property has been reclassified by the FEMA as being located in a special flood hazard area, the Town has not provided sufficient evidence of flood insurance, Truist is mandated under federal law to purchase flood insurance on behalf

of the Town.

(d) All insurance shall be maintained with generally recognized responsible insurers in accordance with State law and may carry reasonable deductible or risk-retention amounts.

(e) Truist shall not be responsible for the sufficiency or adequacy of any required insurance and shall be fully protected in accepting payment on account of such insurance or any adjustment, compromise or settlement of any loss agreed to by Truist.

(f) Upon request by Truist, the Town shall deliver to Truist annually a certificate stating the property coverage required by this Contract is in effect, and stating the carrier, policy number and coverage amount.

ARTICLE VI

CARE AND USE OF FACILITIES

6.01. Compliance with Requirements. (a) The Town shall observe and comply promptly with all current and future requirements relating to the Mortgaged Property's use or condition imposed by (i) any judicial, governmental or regulatory body having jurisdiction over the Facilities or any portion thereof or (ii) any insurance company writing a policy covering the Facilities or any portion thereof, whether or not any such requirement shall necessitate structural changes or improvements or interfere with the use or enjoyment of the Mortgaged Property.

(b) The Town shall in no event use the Mortgaged Property or any part thereof, nor allow the same to be used, for any unlawful purpose, or suffer any act to be done or any condition to exist with respect to the Mortgaged Property or any part thereof, nor any article to be brought thereon, which may be dangerous, unless safeguarded as required by law, or which may, in law, constitute a nuisance, public or private, or which may make void or voidable any insurance then in force with respect thereto.

6.02. Maintenance and Repairs; Additions; Grant and Release of

Easements. (a) The Town shall keep the Mortgaged Property in good order and repair (reasonable wear and tear excepted) and in good operating condition, shall not commit or permit any waste or any other thing to occur whereby the value or usefulness of the Mortgaged Property might be impaired, and shall make from time to time all necessary or appropriate repairs, replacements and renewals.

(b) The Town may, also at its own expense, make from time to time any additions, modifications or improvements to the Mortgaged Property that it may deem desirable for its governmental or proprietary purposes and that do not materially impair the effective use, nor materially decrease the value or substantially alter the intended use, of the Mortgaged Property. The Town shall do, or cause to be done, all such things as may be required by law in order fully to protect the security of and all Truist's rights under this Contract.

(c) Any and all additions to or replacements of the Facilities and all parts thereof shall constitute accessions to the Facilities and shall be subject to all the terms and conditions of this Contract and included in the "Facilities" for the purposes of this Contract.

(d) Notwithstanding any other provisions of this Contract, at any time so long as there is no Event of Default, with the consent of Truist, the Town may at any time or times release fixtures that are part of the Mortgaged Property from the security interest created hereby with or without consideration. Truist agrees that it shall execute and deliver and will cause, request or direct the Deed of Trust Trustee to execute and deliver any instrument reasonably necessary or appropriate to release any such fixture but only upon receipt of (a) a copy of the instrument of release, (b) a written request of the Town requesting such instrument, and (c) a certificate executed by the Town that the release is not detrimental to the proper conduct of the operations of the Town at the Mortgaged Property and will not impair the effective use, nor decrease the value, of the Mortgaged Property.

(e) Notwithstanding any other provisions of this Contract, at any time so long as there is no Event of Default, with the consent of Truist, the Town may at any time or times grant easements, licenses, rights of way and other rights and privileges in the nature of easements with respect to any part of the Mortgaged Property, and the Town may release existing interests, easements, licenses, rights of

way and other rights or privileges with or without consideration. Truist agrees that it shall execute and deliver any instrument reasonably necessary or appropriate to grant or release any such interest, easement, license, right of way or other right or privilege but only upon receipt of (a) a copy of the instrument of grant or release, (b) a written request of the Town requesting such instrument, and (c) a certificate executed by the Town that the grant or release is not detrimental to the proper conduct of the operations of the Town at the Mortgaged Property and will not impair the effective use, nor decrease the value, of the Mortgaged Property.

6.03. Utilities. The Town shall pay all charges for utility services furnished to or used on or in connection with the Sites and the Facilities.

6.04. Risk of Loss. The Town shall bear all risk of loss to and condemnation of the Sites and the Facilities.

6.05. Condemnation. (a) The Town shall immediately notify Truist if any governmental authority shall institute, or shall notify the Town of any intent to institute, any action or proceeding for the taking of, or damages to, all or any part of the Mortgaged Property or any interest therein under the power of eminent domain, or if there shall be any damage to the Mortgaged Property due to governmental action, but not resulting in a taking of any portion of the Mortgaged Property. The Town shall file and prosecute its claims for any such awards or payments in good faith and with due diligence and cause the same to be collected and paid over to Truist, and to the extent permitted by law hereby irrevocably authorizes and empowers Truist or the Deed of Trust Trustee, in the Town's name or otherwise, to collect and receipt for any such award or payment and to file and prosecute such claims. If the Town receives any Net Proceeds arising from any such action, the Town shall apply such Net Proceeds as provided in Section 6.09.

(b) If any of the real or personal property acquired or improved by the Town (in whole or in part) using any portion of the Amount Advanced consists of or is located on any real property acquired by the Town through the exercise of the power of eminent domain, or through the threat of the exercise of the power of eminent domain, then during the term of this Contract the Town may not transfer any interest in such real property to any entity other than a local governmental unit without Truist's prior express written consent.

6.06. Title. Title to the Sites and the Facilities and any and all additions, repairs, replacements or modifications thereto shall at all times be in the Town, subject to the lien of this Contract. Upon the Town's payment in full of all Required Payments, Truist, at the Town's expense and request, shall cancel this Contract.

6.07. Right of Entry and Inspection. Truist and its representatives and agents shall have the right to enter upon the Sites and inspect the Facilities from time to time, and the Town shall cause any vendor, contractor or sub-contractor to cooperate with Truist and its representatives and agents during such inspections.

No right of inspection or approval granted in this Section shall be deemed to impose upon Truist any duty or obligation whatsoever to undertake any inspection or to make any approval. No inspection made or approval given by Truist shall be deemed to impose upon Truist any duty or obligation whatsoever to identify or correct any defects in the Facilities or to notify any person with respect thereto, and no liability shall be imposed upon Truist, and no warranties (either express or implied) are made by Truist as to the quality or fitness of any improvement, any such inspection and approval being made solely for Truist's benefit.

6.08. No Encumbrance, Mortgage or Pledge of Sites or Facilities. (a) The Town shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics' and materialmen's liens), charge, encumbrance or other claim in the nature of a lien on or with respect to the Mortgaged Property, except Permitted Encumbrances. The Town shall promptly, at its own expense, take such action as may be duly necessary to discharge any such mortgage, pledge, lien, charge, encumbrance or claim not excepted above which it shall have created, incurred or suffered to exist.

(b) The Town shall reimburse Truist for any expense incurred by Truist to discharge or remove any such mortgage, pledge, lien, security interest, encumbrance or claim, with interest thereon at the Prime Rate.

6.09. Damage and Destruction; Use of Net Proceeds. (a) The Town shall promptly notify Truist if any of the following events (a "Collateral Loss Event")

occurs:

(i) the Mortgaged Property or any portion thereof is stolen or is destroyed or damaged by fire or other casualty,

(ii) a material defect in the construction of the Mortgaged Property becomes apparent, or

(iii) title to or the use of all or any portion of the Mortgaged Property shall be lost by reason of a defect in title.

Each notice shall describe generally the nature and extent of such damage, destruction or taking.

(b) If the Net Proceeds arising from any single Collateral Loss Event, or any single substantially related sequence of Collateral Loss Events, is not more than \$100,000, the Town shall retain such Net Proceeds and apply the same to the prompt completion, repair or restoration of the Mortgaged Property, and shall promptly thereafter report to Truist regarding the use of such Net Proceeds.

(c) If the Net Proceeds arising from any single Collateral Loss Event, or any single substantially related sequence of Collateral Loss Events, is more than \$100,000, then the Town shall cause such Net Proceeds to be paid to an escrow agent (which shall be a bank, trust company or similar entity exercising fiduciary responsibilities) designated by Truist for deposit in a special escrow fund to be held by such escrow agent. The Town shall thereafter apply Net Proceeds (i) to the prompt completion, repair or restoration of the Mortgaged Property (and pay any costs in excess of Net Proceeds, if necessary), or (ii) together with other available funds as may be necessary, to the prepayment of all outstanding Contract Payments pursuant to Section 2.03. The Town shall promptly report to Truist regarding the use of Net Proceeds.

(d) Any repair, restoration, modification, improvement or replacement paid for in whole or in part out of Net Proceeds shall be the Town's property and shall be part of the Mortgaged Property.

ARTICLE VII

INDEMNIFICATION

To the extent permitted by law, the Town will indemnify, protect and save

- (a) the Deed of Trust Trustee,
- (b) Truist and its officers, employees, and directors, and
- (c) the LGC's members and employees,

in all cases harmless from all liability and losses, including expenses and legal fees, expenses and costs, arising out of, connected with, or resulting directly or indirectly

(A) from or relating to the Mortgaged Property or the transactions contemplated by this Agreement, including without limitation the possession, condition, installation, construction or use of the Mortgaged Property.

(B) as a result of any warranty or representation made by the Town in Section 5.09 being false or untrue in any material respect, or any requirement under any law or regulation which requires the elimination or removal of any hazardous materials, substances, wastes or other environmentally regulated substances by Truist, the Town or any transferee or assignee of the Town or Truist.

The Town has no obligation to indemnify any indemnified party for the gross negligence or intentional misconduct of the indemnified party or any of its employees or representatives. The Town's obligation to provide indemnification under this Article continues even after there is no longer any outstanding principal balance of the Amount Advanced and extends to any successor to Truist. The parties intend that the LGC is a third-party beneficiary of the Town's obligations under this Article VII.

ARTICLE VIII

THE DEED OF TRUST TRUSTEE

8.01. Deed of Trust Trustee's Liability. The Deed of Trust Trustee shall suffer no liability by virtue of its acceptance of this trust except such as may be incurred as a result of the Deed of Trust Trustee's failure to account for the proceeds of any sale under this Contract.

8.02. Substitute Trustees. If the Deed of Trust Trustee, or any successor, shall die, become incapable of acting or renounce its trust, or if for any reason Trust desires to replace the Deed of Trust Trustee, then Trust shall have the unqualified right to appoint one or more substitute or successor Deed of Trust Trustees by instruments filed for registration in the office of the Register of Deeds where this Contract is recorded. Any such removal or appointment may be made at any time without notice, without specifying any reason therefor and without any court approval. Any such appointee shall become vested with title to the Mortgaged Property and with all rights, powers and duties conferred upon the Deed of Trust Trustee by this Contract in the same manner and to the same effect as though such Deed of Trust Trustee were named as the original Deed of Trust Trustee.

ARTICLE IX

DEFAULTS AND REMEDIES; FORECLOSURE

9.01. Events of Default. An "Event of Default" is any of the following:

- (a) The Town's failing to make any Installment Payment when due.
- (b) The occurrence of an Event of Nonappropriation.
- (c) The Town's breaching or failing to perform or observe any term, condition or covenant of this Contract on its part to be observed or performed, other than as provided in subsections (a) or (b) above, including payment of any Additional Payment, for a period of 15 days after written notice specifying such failure and

requesting that it be remedied shall have been given to the Town by Truist, unless Truist shall agree in writing to an extension of such time prior to its expiration.

(d) The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law by or against the Town as a debtor, or the appointment of a receiver, custodian or similar officer for the Town or any of its property, and the failure of such proceedings or appointments to be vacated or fully stayed within 30 days after the institution or occurrence thereof.

(e) Any warranty, representation or statement made by the Town in this Contract is found to be incorrect or misleading in any material respect on the Closing Date (or, if later, on the date made).

(f) Any lien, charge or encumbrance (other than Permitted Encumbrances) prior to or affecting the validity of this Contract is found to exist, or proceedings are instituted against the Town to enforce any lien, charge or encumbrance against the Mortgaged Property and such lien, charge or encumbrance would be prior to the lien of this Contract.

9.02. Remedies on Default. Upon the continuation of any Event of Default, Truist may, without any further demand or notice, exercise any one or more of the following remedies:

(a) Declare the unpaid principal components of the Installment Payments immediately due and payable;

(b) Proceed by appropriate court action to enforce the Town's performance of the applicable covenants of this Contract or to recover for the breach thereof; and

(c) Avail itself of all available remedies under this Contract, including execution and foreclosure as provided in Sections 9.03 and 9.04, and recovery of attorneys' fees and other expenses.

9.03. Foreclosure; Sale under Power of Sale. (a) Right to foreclosure or sale. Upon the occurrence and continuation of an Event of Default, at Truist's request, the Deed of Trust Trustee shall foreclose the Mortgaged Property by judicial proceedings

or, at Truist's option, the Deed of Trust Trustee shall sell (and is hereby empowered to sell) all or any part of the Mortgaged Property (and if in part, any such sale shall in no way adversely affect the lien created hereby against the remainder) at public sale to the last and highest bidder for cash (free of any equity of redemption, homestead, dower, curtesy or other exemption, all of which the Town expressly waives to the extent permitted by law) after compliance with applicable State laws relating to foreclosure sales under power of sale. The Deed of Trust Trustee shall, at Truist's request, execute a proper deed or deeds to the successful purchaser at such sale.

(b) Bank's bid. Truist may bid and become the purchaser at any sale under this Contract, and in lieu of paying cash therefor may make settlement for the purchase price by crediting against the Required Payments the proceeds of sale net of sale expenses, including the Deed of Trust Trustee's commission, and after payment of such taxes and assessments as may be a lien on the Mortgaged Property superior to the lien of this Contract (unless the Mortgaged Property is sold subject to such liens and assessments, as provided by State law).

(c) Town's bid. The Town may bid for all or any part of the Mortgaged Property at any foreclosure sale; provided, however, that the price bid by the Town may not be less than an amount sufficient to provide for full payment of the Required Payments.

(d) Successful bidder's deposit. At any such sale the Deed of Trust Trustee may, at its option, require any successful bidder (other than Truist) immediately to deposit with the Deed of Trust Trustee cash or a certified check in an amount equal to all or any part of the successful bid, and notice of any such requirement need not be included in the advertisement of the notice of such sale.

(e) Application of sale proceeds. The proceeds of any foreclosure sale shall be applied in the manner and in the order prescribed by State law, it being agreed that the expenses of any such sale shall include a commission to the Deed of Trust Trustee of five percent of the gross sales price for making such sale and for all services performed under this Contract. Any proceeds of any such sale remaining after the payment of all Required Payments and the prior application thereof in accordance with State law shall be paid to the Town.

9.04. Possession of Mortgaged Property. During the continuation of an Event of Default, the Town shall immediately lose the right to possess, use and enjoy the Mortgaged Property (but may remain in possession of the Mortgaged Property as a tenant at will of Truist), and thereupon the Town (a) shall pay monthly in advance to Truist a fair and reasonable rental value for the use and occupation of the Mortgaged Property (in an amount Truist shall determine in its reasonable judgment), and (b) upon Truist's demand, shall deliver possession of the Mortgaged Property to Truist or, at Truist's direction, to the purchaser of the Mortgaged Property at any judicial or foreclosure sale under this Contract.

In addition, upon the continuation of any Event of Default, Truist, to the extent permitted by law, is hereby authorized to (i) take possession of the Mortgaged Property, with or without legal action, (ii) lease the Mortgaged Property, (iii) collect all rents and profits therefrom, with or without taking possession of the Mortgaged Property, and (iv) after deducting all costs of collection and administration expenses, apply the net rents and profits first to the payment of necessary maintenance and insurance costs, and then to the Town's account and in reduction of the Town's corresponding Required Payments in such fashion as Truist shall reasonably deem appropriate. Truist shall be liable to account only for rents and profits it actually receives.

9.05. Due on Sale Provision; Acceleration. Truist may, at its option, require the immediate payment in full of the Required Payments and the Amount Advanced and all other sums secured by this Contract upon the sale, transfer, conveyance or encumbrance of all or any part of the Mortgaged Property, or any legal or beneficial interest in the Mortgaged Property, without Truist's prior written consent. This option applies whether the sale, transfer, conveyance or encumbrance is voluntary, involuntary, by operation of law or otherwise, and includes (a) any creation of lien or encumbrance, whether or not subordinate to the lien created pursuant to this Contract, (b) the creation of any easement, right-of-way or similar interest other than such as would constitute a Permitted Encumbrance, or (c) the grant of any leasehold or similar interest or any option to purchase, right of first refusal or similar interest.

9.06. No Remedy Exclusive; Delay Not Waiver. All remedies under this Contract are cumulative and may be exercised concurrently or separately. The exercise of any one remedy shall not be deemed an election of such remedy or

preclude the exercise of any other remedy. If any Event of Default shall occur and thereafter be waived by the other parties, such waiver shall be limited to the particular breach so waived and shall not be deemed a waiver of any other breach under this Contract.

9.07. Payment of Legal Fees and Costs. If Truist employs an attorney to assist in the enforcement or collection of Required Payments, or if the Deed of Trust Trustee or Truist voluntarily or otherwise shall become a party or parties to any suit or legal proceeding (including a proceeding conducted under any state or federal bankruptcy or insolvency statute) to protect the Mortgaged Property, to protect the lien of this Contract, to enforce collection of the Required Payments or to enforce compliance by the Town with any of the provisions of this Contract, the Town agrees to pay reasonable legal fees and costs that may reasonably be incurred (whether or not any suit or proceeding is commenced), and such fees and costs (together with interest at the Prime Rate) shall be secured as Required Payments.

ARTICLE X

WIRE TRANSFER REQUIREMENTS

In order to prevent unauthorized or fraudulent wire transfers through cyberfraud and other means, Truist and the Town hereby agree to the provisions of this Article X.

10.01. Wire Transfer Requirements. In the event a wire transfer is made by Truist to disburse funds as contemplated by this Contract (a "Disbursement"), said wire transfer shall be delivered as directed in a written "Disbursement Authorization" provided to Truist by a Town Representative, as defined in this Agreement. Any person previously designated as a Town Representative for this purpose may revoke the authorization of any other designated person at any time.

10.02. Verification Procedures. Prior to making any Disbursement pursuant to a Disbursement Authorization not delivered to Truist in person by a Town Representative, Truist shall verify such Disbursement Authorization verbally via telephone communication with a Town Representative. The Town shall ensure

that a Town Representative will provide such verification to Truist. The Town shall not disclose, or allow to be disclosed, such Truist verification procedures to any third party unless there is a legitimate business need to make such disclosure or such disclosure is required by law, and the Town accepts the risk of such third party knowledge of the security procedures. If the Town has reason to believe that a security procedure has been obtained by or disclosed to an unauthorized person or learns of any unauthorized transfer or of any discrepancy in a transfer request, then the Town shall notify Truist immediately.

10.03. Payee Identification. The Town is solely responsible for accurately identifying the wire transfer information contained in the Disbursement Authorization delivered to Truist by a Town Representative, including but not limited to the bank name and its ABA number, beneficiary's account name and account number and beneficiary's physical address, together with other information requested by Truist (collectively, "Remittance Instructions"). If the Remittance Instructions describe a beneficiary inconsistently by name and account number, the Town acknowledges that Truist may make payment on the basis of the account number alone, that Truist is not obligated to detect such errors, and that the Town assumes the risk of any loss resulting therefrom.

10.04. Duty to Reconcile Written Confirmation. Upon request from a Town Representative, Truist shall use its best efforts to send a Town Representative written confirmation of the Disbursement in the form of a reference number, beneficiary name and wire amount. A Town Representative shall promptly review and reconcile the written confirmation of the Disbursement sent by Truist, and shall report to Truist in writing, promptly, but in no event later than ten Business Days after the date of such written confirmation, any unauthorized, erroneous, unreceived or improperly executed payment. Truist and the Town agree that ten Business Days is a reasonable time for the detection and reporting to Truist of such information. After that time, all items on the written confirmation will be considered correct and the Town will be precluded from recovering from Truist if such wire transfer identified in the written confirmation was actually made by Truist. For the avoidance of doubt, any such writings can be provided electronically.

10.05. Unauthorized Payments. Notwithstanding any other provision herein, if a Disbursement has been verified by a Town Representative pursuant to

Section 10.02, it shall be binding on the Town if Truist acted in good faith in making such Disbursement.

10.06. Recordation. Truist may record any telephone conversation between Truist and a representative of the Town in order to reduce the risk of unauthorized or erroneous transfers. Truist may retain such recordings for as long as Truist may deem necessary.

10.07. Indemnification and Hold Harmless. If Truist complies with the provisions of this Article IX, the Town agrees that Truist shall not be responsible for any communication or miscommunication by a Town Representative, and the Town further agrees to indemnify, to the extent allowed by law, Truist and hold Truist harmless from and against any and all losses, claims, expenses, suits, costs or damages, demands or liabilities of whatever kind or nature, whether now existing or hereafter relating in any way to a wire transfer made pursuant to this Contract.

10.08. Applicable Law. All wire transfer orders are governed by Article 4A of the Uniform Commercial Code, except as any provisions thereof that may be and are modified by the terms hereof. If any part of the applicable wire transfer order involves the use of the Fedwire, the rights and obligations of Truist and the Town regarding that wire transfer order are governed by Regulation J of the Federal Reserve Board.

ARTICLE XI

MISCELLANEOUS

11.01. Notices. (a) Any communication required or permitted by this Contract must be in writing.

(b) Any communication under this Contract shall be sufficiently given and deemed given when delivered by hand or on the date shown on a certified mail receipt, or delivery receipt from a national commercial package delivery service, if addressed as follows:

(i) if to the Town, to Town Manager, Town of Holly Springs, Attention: Notice under 2020 Hunt Center Financing Contract, 128 S. Main St., Holly Springs, NC 27540

(ii) if to the Deed of Trust Trustee, to 5130 Parkway Plaza Boulevard, Charlotte, North Carolina 28217, Attention: Governmental Finance; or

(iii) if to Truist, to 5130 Parkway Plaza Boulevard, Charlotte, North Carolina 28217, Attention: Governmental Finance.

(c) Any communication to the Deed of Trust Trustee shall also be sent to Truist.

(d) Any addressee may designate additional or different addresses for communications by notice given under this Section to each of the others.

11.02. No Assignments by Town. The Town shall not sell or assign any interest in this Contract.

11.03. Assignments by Truist. Truist may, at any time and from time to time, assign all or any part of its interest in the Sites, the Facilities or this Contract, including, without limitation, Truist's rights to receive Required Payments. Any assignment made by Truist or any subsequent assignee shall not purport to convey any greater interest or rights than those held by Truist pursuant to this Contract.

The Town agrees that this Contract may become part of a pool of obligations at Truist's or its assignee's option. Truist or its assignees may assign or reassign all or any part of this Contract, including the assignment or reassignment of any partial interest through the use of certificates evidencing participation interests in this Contract. Any assignment by Truist may be only to a bank, insurance company, or similar financial institution or any other entity approved by the LGC. Notwithstanding the foregoing, no assignment or reassignment of Truist's interest in the Mortgaged Property or this Contract shall be effective unless and until the Town shall receive a duplicate original counterpart of the document by which such assignment or reassignment is made disclosing the name and address of each such assignee.

The Town further agrees that Truist's interest in this Contract may be assigned in whole or in part upon terms which provide in effect that the assignor or assignee will act as a collection and paying agent for any holders of certificates of participation in this Contract, provided the Town receives a copy of such agency contract and such collection and paying agent covenants and agrees to maintain for the full remaining term of this Contract a written record of each assignment and reassignment of such certificates of participation.

The Town agrees to execute any document reasonably required in connection with any assignment. Any assignor must provide notice of any assignment to the Town, and the Town shall keep a complete and accurate record of all assignments as required by the Code. After the giving of any such notice, the Town shall thereafter make all payments in accordance with the notice to the assignee named therein and shall, if so requested, acknowledge such assignment in writing, but such acknowledgment shall in no way be deemed necessary to make the assignment effective.

Notwithstanding any of the foregoing, in no event will the Town ever be required to make Installment Payments to more than one person or entity on any Payment Date.

11.04. Amendments. No term or provision of this Contract may be amended, modified or waived without the prior written consent of the Town and Truist.

11.05. No Marshalling. To the extent permitted by law, the Town hereby waives any and all rights to require marshalling of assets in connection with the exercise of any remedies provided in this Contract or as permitted by law.

11.06. Governing Law. The parties intend that North Carolina law will govern this Contract and all matters of its interpretation.

11.07. Liability of Officers and Agents. No officer, agent or employee of the Town shall be subject to any personal liability or accountability by reason of the execution of this Contract or any other documents related to the transactions contemplated hereby. Such officers or agents shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This

Section shall not relieve an officer, agent or employee of the Town from the performance of any official duty provided by law.

11.08. Covenants Run with the Land. All covenants contained in this Contract run with the real estate encumbered by this Contract.

11.09. Severability. If any provision of this Contract shall be determined to be unenforceable, that shall not affect any other provision of this Contract.

11.10. Non-Business Days. If the date for making any payment or the last day for performance of any act or the exercising of any right shall not be a Business Day, such payment shall be made or act performed or right exercised on or before the next preceding Business Day.

11.11. Entire Agreement. This Contract constitutes the Town's entire agreement with respect to the general subject matter covered hereby.

11.12. Binding Effect. Subject to the specific provisions of this Contract, and in particular Section 11.03, this Contract shall be binding upon and inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

11.13. E-Verify. Truist understands that "E-Verify" is a federal 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 Section 64-25(5) of the General Statutes of North Carolina, as amended. Truist uses E-Verify to verify the work authorization of its employees in accordance with Section 64-26(a) of the General Statutes of North Carolina, as amended. Truist will require that any subcontractor that it uses in connection with the transactions contemplated by this Contract certify to such subcontractor's compliance with E-Verify.

The remainder of this page left blank intentionally; signature page follows.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the day and year first above written by duly authorized officers.

(SEAL)

ATTEST:

**TOWN OF HOLLY SPRINGS,
NORTH CAROLINA**

Linda McKinney
Town Clerk

By: _____
Randy Harrington
Town Manager

* * * * *

**STATE OF NORTH CAROLINA;
WAKE COUNTY**

I, a Notary Public of such County and State, certify that Linda McKinney and Randy Harrington personally came before me this day and acknowledged that they are the Town Clerk and the Town Manager, respectively, of the Town of Holly Springs, and that by authority duly given, the foregoing instrument was signed in the Town's name by such Town Manager sealed with its corporate seal and attested by the Town Clerk.

WITNESS my hand and official stamp or seal, this _____ day of September, 2020.

[SEAL]

Notary Public

Notary's printed name: _____

My commission expires: _____

[Financing Agreement and Deed of Trust dated as of September xxx, 2020]

TRUIST BANK

By: _____

Printed Name: _____

Title: _____

This contract has been approved under
the provisions of Article 8, Chapter 159 of
the General Statutes of North Carolina.

Greg C. Gaskins
Secretary, North Carolina
Local Government Commission

By _____

[Greg C. Gaskins or
Designated Assistant]

[Financing Agreement and Deed of Trust
From the Town of Holly Springs, North Carolina
dated as of September xxx, 2020]

EXHIBIT A – Sites Description

[To come]

EXHIBIT B – Schedule of Installment Payments

Principal is payable in the amounts and on the dates as shown below, subject to prepayment as provided in this Contract. Interest is payable annually on each _____, beginning _____ 2021.

Each portion of the Amount Advanced will bear interest from the Closing Date until paid. Interest is calculated at the annual rate of 1.49%, subject to adjustment as provided in this Contract. Interest will be calculated based on a 360-day year consisting of twelve 30-day months. The schedule below shows the expected interest payment amounts.

[To come.]



THE TOWN OF

Holly Springs

Resolution No. 20-25

Date Adopted: August 18, 2020

Effective Date: August 18, 2020

RESOLUTION APPROVING FINANCING TERMS AND DOCUMENTS FOR HUNT CENTER REFINANCING

WHEREAS, the Town of Holly Springs has previously determined to carry out the refinancing (the “Refinancing”) of existing debt used to acquire, construct and finance the W.E. Hunt Recreation Center (the “Hunt Center”).

The Town has also determined to carry out the Refinancing through the use of an installment financing, as authorized under Section 160A-20 of the General Statutes. The existing loan is also an installment financing. In an installment financing, the Town’s repayment obligation is secured by a mortgage-type interest in all or part of the property being financed or refinanced, but not by any pledge of the Town’s taxing power or any specific revenue stream. Truist Bank (the “Lender”) has submitted a proposal to provide the Refinancing.

This resolution provides the Town Council’s final approval of the financing terms and documents for the Refinancing.

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

1. Determination To Proceed with Financing – The Town confirms its plans to undertake the Refinancing. The Town will carry out the Refinancing with the Lender substantially in accordance with a financing proposal dated July 24, 2020.

Under the financing plan, the Lender will make funds available to the Town for use on Refinancing costs. The Town will repay the amount advanced, with interest, over time. The Town will grant to the Lender a mortgage-type interest in the Hunt Center (and its associated real property) to secure the Town’s repayment obligation.

2. Approval of Agreement; Direction To Execute Agreement – The Council approves the form of the draft Financing Agreement and Deed of Trust (the “Agreement”) submitted to this meeting for use in the Refinancing. The Council authorizes the Mayor and the Town Manager, or either of them, to execute and deliver the Agreement in its final form. The final form Agreement must be in substantially the form presented, with such changes as the

Office of the Mayor

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www.hollyspringsnc.us

Email: dick.sears@hollyspringsnc.us

Mayor or the Town Manager may approve. The execution and delivery of the final Agreement by an authorized Town officer will be conclusive evidence of that officer's approval of any changes.

The Agreement in final form, however, must be consistent with the financing plan described in this resolution and must provide (a) for the amount financed by the Town not to exceed \$3,100,000, (b) for an annual interest rate not to exceed 1.49% (in the absence of default, or a change in tax status), and (c) for a financing term not to extend beyond the scheduled final date for repayment of the existing loan.

3. Officers To Complete Closing – The Council authorizes the Town Manager, the Finance Officer and all other Town officers and employees to take all proper steps to complete the financing in cooperation with the Lender and in accordance with this resolution.

The Council authorizes the Town Manager to hold executed copies of all financing documents authorized or permitted by this resolution in escrow on the Town's behalf until the conditions for their delivery have been completed to that officer's satisfaction, and then to release the executed copies of the documents for delivery to the appropriate persons or organizations.

Without limiting the generality of the foregoing, the Council specifically authorizes the Town Manager to approve changes to any documents previously signed by Town officers or employees, provided that the changes do not conflict with this resolution or substantially alter the intent from that expressed in the form originally signed. The Town Manager's authorization of the release of any document for delivery will constitute conclusive evidence of his approval of any changes.

In addition, the Council authorizes the Town Manager to take all appropriate steps for the efficient and convenient carrying out of the Town's on-going responsibilities with respect to the Refinancing. This authorization includes, without limitation, contracting with third parties for reports and calculations that may be required under this resolution or otherwise with respect to the Agreement.

4. Resolutions as to Tax Matters – The Town will not take or omit to take any action the taking or omission of which will cause its obligations to pay principal and interest (the "Obligations") to be "arbitrage bonds," within the meaning of Section 148 of the "Code" (as defined below), or "private activity bonds" within the meaning of Code Section 141, or otherwise cause interest components of the installment payments to be includable in gross income for federal income tax purposes. Without limiting the generality of the foregoing, the Town will comply with any Code provision that may require the Town at any time to pay to the United States any part of the earnings derived from the investment of the financing proceeds. In this resolution, "Code" means the United States Internal Revenue Code of 1986, as amended, and includes applicable Treasury regulations.

5. Obligations are "Bank-Qualified" – The Town designates its payment Obligations as "qualified tax-exempt obligations" for the purpose of Code Section 265(b)(3), which provides certain tax advantages for financial institutions providing financing to the Town.

6. Miscellaneous Provisions – The Council authorizes all Town officers and employees to take all further action as they may consider necessary or desirable in furtherance of the purposes of this resolution. The Council ratifies all prior actions of the Town officers and

Office of the Mayor

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www.hollyspringsnc.us

Email: dick.sears@hollyspringsnc.us

employees to this end. Upon the absence, unavailability or refusal to act of the Town Manager, the Mayor or the Finance Officer, any other of those officers may assume any responsibility or carry out any function assigned in this resolution. The Council authorizes the Clerk to apply the Town's seal, and to attest to the seal, on any document related to the purposes of this resolution. In addition, the Mayor Pro Tem or any Deputy or Assistant Clerk may in any event assume any responsibility or carry out any function assigned to the Mayor or the Clerk, respectively, in this resolution. All other Council proceedings, or parts thereof, in conflict with this resolution are repealed, to the extent of the conflict. This resolution takes effect immediately.

Adopted this, the 18th day of August, 2020.

ATTEST:

Dick Sears, Mayor

Linda C. McKinney, Town Clerk



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 14.

Consent Agenda

Title: Property Tax Payment for New Town Park Land west of NC 55

Strategic Priority Area: Engaged

Healthy

& Active Community

Staff Resource: Patty Dressen, Finance

Action(s):

Appropriation to pay Property Taxes due on new community park land purchase

Explanation:

- The town purchased 55.9 acres for a future park located at 5401 and 5420 Cass Holt Road.
- Property taxes are assessed according to the status of the property on January 1st each year. On January 1, 2020 this property was in private ownership and therefore it is taxable for all of 2020.
- The purchase closing was January 27, 2020.
- The seller paid their portion of taxes at closing and the balance is owed by the Town.
- No additional taxes will be due in the future as municipalities are exempt from property tax.

Background:

- The Town purchased 55.9 acres of land for a future park located on Cass Holt Road across from Holly Springs High School, which will become the first Town Park west of NC 55.
- The closing date of the purchase was on January 27, 2020. Property taxes are due for the year 2020 for this purchase.

Funding Source(s):

- Parks and Recreation Reserves 22.95 transfer to Central Services Property Taxes 10-410 82.20

Attachment(s):

1. BA for Parks Property Taxes

Town of Holly Springs 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, 2021.

Department: Parks and Recreation **Date:** 8/18/2020

Reason for Budget Amendment:

Property Taxes Due for New Park Land

Expense			
Account #	Account Description	Increase	Decrease
21 95	Parks and Rec Reserves Transfer	\$ 27,565	
10-410 82.20	Misc - Property Taxes - Town Owned Property	\$ 27,565	
Total Expense:		\$ 55,130	\$ -

Revenue			
Account #	Account Description	Increase	Decrease
21 360.17	Parks and Rec Reserves Committed Balance	\$ 27,565	
10 355.21	Operating Transfer from Parks and Rec Reserves	\$ 27,565	
Total Revenue:		\$ 55,130	\$ -

Department Head Signature (or electronic submission)

Finance Director Signature (if necessary)

Town Manager Signature (if necessary)

Council Approved/Notified (if necessary)

Town Manager is authorized to transfer within a department without prior approval of Town Council.

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.



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 15.

Consent Agenda

Title: Holly Springs Road Widening - Phase 2 (TOHS #19-009) NCDOT Municipal Agreement

Strategic Priority Area: Responsible & Balanced Growth

Safe & Friendly

Staff Resource: Tim Athy, Engineering

Action(s):

- Approve NCDOT Municipal Agreement for the Holly Springs Road Widening - Phase 2 Bond project.

Explanation:

- In September 2019 the Town Council approved the submittal of Locally Administered Projects Program (LAPP) Grant applications to the Capital Area Metropolitan Planning Organization (CAMPO) for partner funds for the 2018 Transportation Bond projects.
- The Town was awarded \$4,600,000 in LAPP Grant funds.
- As part of the NCDOT's administration of the LAPP Grant funds, the NCDOT requires that the awarded municipality sign a Municipal Agreement.
- Holly Springs has requested federal funding for Holly Springs Road Widening and has been designated to receive funds.
- NCDOT has agreed to administer the disbursement of said funds on behalf of the Federal Highway Administration (FHWA) for the project in accordance with the project scope of work and in accordance with the provisions set out in the Agreement.
- The governing board by execution of the Agreement agrees to participate in certain costs and to assume certain responsibilities outlined by the Agreement.
- The execution of the Municipal Agreement is vital to keeping the Holly Springs Road widening - Phase 2 project on schedule.
- Town funds are not required to enter into the Municipal Agreement with the NCDOT.

Background:

- The Holly Springs Road Widening - Phase 2 (19-009) Transportation Bond project will widen Holly Springs Road from Flint Point Lane to Sunset Lake Road from a two-lane to a four-lane road. This project will increase road capacity, improve safety, and upgrade the Middle Creek crossing by adding a bridge, which will decrease the chance of roadway flooding during heavy rain events.
- The project is on schedule for an anticipated construction start date of mid-2021.
- CAMPO approved LAPP grant funds for this project in the amount of \$3,600,000.

Funding Source(s):

N/A

Attachment(s):

1. NCDOT_Municipal_Agreement

Executive Summary

The Executive Summary is a summation of this agreement and is not intended to be used as the agreement between the Department (North Carolina Department of Transportation) and the Party (Entity).

Entity: Town of Holly Springs

County: Wake

TIP: U-6243

Project: Holly Springs Road Widening - Phase 2

Scope: widening Holly Springs Road from Flint Point Lane to Sunset Lake Road to a four-lane road with medians, directional median openings, outside lane sharrows, and a bridge creek crossing.

Eligible Activities:

PE		Design
		Environmental
ROW		ROW Acquisition
		Utility Relocation
CON	49185.3.1	Construction
FEDERAL AID	1152016	

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
STP-DA	\$3,600,000	20 %	\$14,400,000	80 %
Total Estimated Cost		\$18,000,000		

Responsibility: The Town of Holly Springs shall be responsible for all aspects of the project.

NORTH CAROLINA

**LOCALLY ADMINISTERED PROJECT -
FEDERAL**

WAKE COUNTY

DATE: 7/1/2020

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: U-6243

AND

WBS Elements: PE _____

ROW _____

TOWN OF HOLLY SPRINGS

CON 49185.3.1

FEDERAL-AID NUMBER: 1152016

CFDA #: 20.205

Total Funds [NCDOT Participation] \$3,600,000

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the Town of Holly Springs, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, Fixing America's Surface Transportation (FAST) Act allows for the allocation of federal funds to be available for certain specified transportation activities; and,

WHEREAS, the Municipality has requested federal funding for Holly Springs Road Widening - Phase 2, hereinafter referred to as the Project, in Wake County, North Carolina; and,

WHEREAS, subject to the availability of federal funds, the Municipality has been designated as a recipient to receive funds allocated to the Department by the Federal Highway Administration (FHWA) up to and not to exceed the maximum award amount of \$3,600,000 for the Project; and,

WHEREAS, the Department has agreed to administer the disbursement of said funds on behalf of FHWA to the Municipality for the Project in accordance with the Project scope of work and in accordance with the provisions set out in this Agreement; and,

WHEREAS, the Department has programmed funding in the approved Transportation Improvement Program for the Project; and,

WHEREAS, the governing board of the Municipality has agreed to participate in certain costs and to assume certain responsibilities in the manner and to the extent as hereinafter set out; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly including, but not limited to, the following applicable legislation: General Statutes of North Carolina (NCGS) Section 136-66.1, Section 136-71.6, Section 160A-296 and 297, Section 136-18, Section 136-41.3 and Section 20-169, to participate in the planning, construction and/or implementation of the Project approved by the Board of Transportation.

NOW, THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the parties do hereby covenant and agree, each with the other, as follows:

1. GENERAL PROVISIONS

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

All parties to this Agreement, including contractors, subcontractors, and subsequent workforces, associated with any work under the terms of this Agreement shall provide reports as required by the Federal Funding Accountability and Transparency Act (FFATA) for this Project.

AGREEMENT MODIFICATIONS

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all parties by means of a Supplemental Agreement.

LOCAL PUBLIC AGENCY TO PERFORM ALL WORK

The Municipality shall be responsible for administering all work performed and for certifying to the Department that all terms set forth in this Agreement are met and adhered to by the Municipality and/or its contractors and agents. The Department will provide technical oversight to guide the Municipality. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.

PERSON IN RESPONSIBLE CHARGE

The Municipality shall designate a person or persons to be in responsible charge of the Project, in accordance with Title 23 of the Code of Federal Regulations, Part 635.105. The person, or persons, shall be expected to:

- Administer governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

- Maintain knowledge of day to day project operations and safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the project in accordance with the project scope and scale;
- Review financial processes, transactions and documentation to reduce the likelihood of fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation; and
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the project.

The person in responsible charge must be a full-time employee of the Municipality, but the duties may be split among several employees, if necessary.

COMPLIANCE WITH STATE/FEDERAL POLICY

The Municipality, and/or its agent, including all contractors, subcontractors, or sub-recipients shall comply with all applicable Federal and State policies and procedures, stated both in this Agreement and in the Department's guidelines and procedures, including the *Local Programs Management Handbook*.

FAILURE TO COMPLY - CONSEQUENCES

Failure on the part of the Municipality to comply with any of the provisions of this Agreement will be grounds for the Department to terminate participation in the costs of the Project and, if applicable, seek repayment of any reimbursed funds.

2. SCOPE OF PROJECT

The Project consists of widening Holly Springs Road from Flint Point Lane to Sunset Lake Road to a four-lane road with medians, directional median openings, outside lane sharrows, and a bridge creek crossing.

The Department's funding participation in the Project shall be restricted to the following eligible items:

- Construction

as further set forth in this Agreement.

3. FUNDING

PROGRAMMING AND AUTHORIZATION OF FEDERAL FUNDS

The funding currently programmed for the project in the State Transportation Improvement Program (STIP) is STP-DA. The funding source may be modified with the coordination and approval of the respective Metropolitan Planning Organization (MPO) and/or the Department prior to authorization of funds. The Department will authorize and reimburse federal funding based on the type of federal funding that is programmed in the STIP at the time of the authorization request. The Department will notify the Municipality of the type of federal funds authorized by issuing a Technical Amendment – Funds Authorization letter. A modification in the source of funds will have no effect on project responsibilities outlined in this agreement.

REIMBURSEMENT FOR ELIGIBLE ACTIVITIES

Subject to compliance by the Municipality with the provisions set forth in this Agreement and the availability of federal funds, the Department shall reimburse 20% of eligible expenses incurred by the Municipality up to a maximum amount of Three Million Six Hundred Thousand Dollars (\$3,600,000), as detailed below. The Municipality shall provide the non-federal match, as detailed in the FUNDING TABLE below, and all costs that exceed the total estimated cost.

FUNDING TABLE

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
STP-DA	\$3,600,000	20 %	\$14,400,000	80 %
Total Estimated Cost		\$18,000,000		

WORK PERFORMED BY NCDOT

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, during any phase of the delivery of the Project, shall reduce the funding available to the Municipality under this Agreement. The Department will set aside ten percent (10%) of the total estimated cost, or \$1,800,000, to use towards the costs related to review and oversight of this Project, including, but not limited to review and approval of plans, environmental documents, contract proposals, engineering estimates, construction engineering

and inspection oversight, and other items as needed to ensure the Municipality's appropriate compliance with state and federal regulations.

In the event that the Department does not utilize all the set-aside funding, then those remaining funds will be available for reimbursement to the Municipality at the above reimbursement rate. For all costs of work performed on the Project, whether incurred by the Municipality or by the Department, the Municipality shall provide the non-federal match. The Department will bill the Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the Total Estimated Cost.

At this time, the Department and the Municipality have entered into a Review and Oversight Agreement where the Municipality has provided the Department \$25,000 to cover review costs by the Department. In the event all funding is expended, the Department will utilize the federal funds allocated to this project, in accordance with the procedures above.

4. PERIOD OF PERFORMANCE

The Municipality has three (3) years to complete all work outlined in the Agreement from the date of authorization of Federal Construction funds. Completion for this Agreement is defined as completion of all construction activities or implementation activities, acceptance of the project, and submission of a final reimbursement package to the Department.

If additional time is needed to complete the Project, then a supplemental agreement must be executed. The Department and/or FHWA reserves the right to revoke the funds awarded if the Municipality is unable to meet milestone dates included herein.

5. PRELIMINARY ENGINEERING AUTHORIZATION

If Preliminary Engineering is an eligible expense, then upon receipt of an executed agreement, the Department will authorize Preliminary Engineering funds and shall notify the Municipality, in writing, once funds have been authorized and can be expended. The Municipality shall not initiate any work, nor solicit for any professional services prior to receipt of written authorization from the Department to proceed. Any work performed, or contracts executed, prior to receipt of written authorization to proceed will be ineligible for reimbursement.

6. PROFESSIONAL AND ENGINEERING SERVICES

The Municipality shall comply with the policies and procedures of this provision if the Municipality is requesting reimbursement for the Preliminary Engineering contract or the Construction Contract Administration / Construction Engineering and Inspection contract.

PROCUREMENT POLICY

When procuring professional services, the Municipality must adhere to Title 2 Code of Federal Regulations Part 200; Title 23 of the Code of Federal Regulations, Part 172; Title 40 United States Code, Chapter 11, Section 1101-1104; NCGS 143-64, Parts 31 and 32; and the Department's *Policies and Procedures for Major Professional or Specialized Services Contracts*. Said policies and standards are incorporated in this Agreement by reference at www.fhwa.dot.gov/legisregs/legislat.html and www.ncleg.net/gascripts/Statutes/Statutes.asp.

- The Municipality shall ensure that a qualified firm is obtained through an equitable selection process, and that prescribed work is properly accomplished in a timely manner and at a just and reasonable cost.
- All Professional Services Firms shall be pre-qualified by the Department in the Work Codes advertised.
- A pre-negotiation audit will be conducted by the Department's External Audit Branch. The Municipality shall not execute a consultant contract until the Department's review has been completed.

SMALL PROFESSIONAL AND ENGINEERING SERVICES FIRMS REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Small Professional Services Firms (SPSF). This policy conforms with the SPSF Guidelines as approved by the North Carolina Board of Transportation.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

WORK BY ENTITY

If the Design, Planning, Contract Administration and/or Construction Engineering and Inspection required for this project will be undertaken by the Municipality, and the Municipality requests reimbursement, then the Municipality must submit a request and supporting documentation to the Department for review and approval, prior to any work being initiated by the Municipality.

7. PLANNING / ENVIRONMENTAL DOCUMENTATION

The Municipality shall prepare the environmental and/or planning document, including any environmental permits, needed to construct the Project, in accordance with the National Environmental Policy Act (NEPA) and all other appropriate environmental laws and regulations. All work shall be performed in accordance with Departmental procedures and guidelines. Said documentation shall be submitted to the Department for review and approval.

- The Municipality shall be responsible for preparing and filing with all proper agencies the appropriate planning documents, including notices and applications required to apply for those permits necessary for the construction of the desired improvements. Copies of approved permits should be forwarded to the Department.
- The Municipality shall advertise and conduct any required public hearings.
- If any permit issued requires that action be taken to mitigate impacts associated with the improvements, the Municipality shall design and implement a mitigation plan. The Department will determine if any mitigation costs are eligible for reimbursement. The Municipality shall bear all costs associated with penalties for violations and claims due to delays.
- The Municipality shall be responsible for designing an erosion control plan if required by the North Carolina Sedimentation Pollution Control Act of 1973, NCGS 113A, Article 4, incorporated in this Agreement by reference at www.ncleg.net/gascripts/Statues/Statutes.asp and obtaining those permits required thereby in order to construct the Project. During the construction of the improvements, the Municipality, and its contractors and agents, shall be solely responsible for compliance with the provisions of said Act and the plan adopted in compliance therewith.

8. DESIGN

CONTENT OF PLAN PACKAGE

The Municipality, and/or its agent, shall prepare the Project's plans, specifications, and a professional estimate of costs (PS&E package), in accordance with the Department's guidelines and procedures, and applicable Federal and State standards. All work shall be submitted to the Department for review and approval. The plans shall be completed to show the design, site plans, landscaping, drainage, easements, and utility conflicts.

9. RIGHT OF WAY / UTILITY AUTHORIZATION

If the costs of right of way acquisition or utility relocation are an eligible expense, the Municipality shall submit a letter of request to the Department to authorize and set up right of way and/or utility funding. The acquisition for right of way, construction easements, and/or utility relocation may be undertaken only after the Municipality receives written authorization from the Department to proceed.

10. PROJECT LIMITS AND RIGHT OF WAY (ROW)

The Municipality shall comply with the policies and procedures of this provision regardless of whether the Municipality is requesting reimbursement for the Right of Way phase of the Project.

SPONSOR PROVIDES ROW

The Municipality, at no liability whatsoever to the Department, shall be responsible for providing and/or acquiring any required ROW and/or easements for the Project.

ROW GUIDANCE

The Municipality shall accomplish all ROW activities, including acquisition and relocation, in accordance with the following: Title 23 of the Code of Federal Regulations, Part 710, Subpart B and Title 49 of the Code of Federal Regulations, Part 24, [Uniform Act] incorporated by reference at www.fhwa.dot.gov/legisregs/directives/fapgtoc.htm; NCGS, Chapter 133, Article 2, Sections 133-5 through 133-18, Relocation Assistance, incorporated by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp; and the North Carolina Department of Transportation Right of Way Manual.

APPRAISAL

The Municipality shall submit the appraisal to the Department for review and approval in accordance with Departmental policies and procedures.

CLEARANCE OF PROJECT LIMITS / ROW

The Municipality shall remove and dispose of all obstructions and encroachments of any kind or character (including hazardous and contaminated materials) from said ROW, with the exception that the Municipality shall secure an encroachment agreement for any utilities (which shall remain or are) to be installed within the Department's ROW, or follow other applicable approval process, for utilities within the Municipality's ROW. The Municipality shall indemnify and save harmless the Department, Federal Highway Administration, and the State of North Carolina, from any and all damages and claims for damages that might arise on account of said right of way acquisition, drainage, and construction easements for the construction of said Project. The Municipality shall be solely responsible for any damages caused by the existence of said material now and at any time in the future and will save the Department harmless from any legal actions arising as a result of this contaminated and/or hazardous material and shall provide the Department with documentation proving the proper disposal of said material.

RELOCATION ASSISTANCE

The Municipality shall provide relocation assistance services and payments for families, businesses, and non-profit organizations being displaced by the Project in full accordance with the Federal relocation requirements of Title 49 Code of Federal Regulations, Part 24 [Uniform Act], as amended. Relocation assistance services and payments may be accomplished by contract with any other municipal corporation, or State or Federal agency, rendering such services upon approval by the Department and Federal Highway Administration.

11. UTILITIES

The Municipality, and/or its agent, at no liability to the Department, shall relocate, adjust, relay, change or repair all utilities in conflict with the Project, regardless of ownership. All utility work shall be performed in a manner satisfactory to and in conformance with State and Federal rules and regulations, prior to Municipality beginning construction of the project. This Agreement does not modify or supersede any existing Utility Encroachment Agreements that may be in place.

12. RIGHT OF WAY / UTILITY / RAILROAD CERTIFICATION

The Municipality, upon acquisition of all right of way/property necessary for the Project, relocation of utilities, and coordination with the railroad shall provide the Department all required documentation (deeds/leases/easement/plans/agreements) to secure certification. Certification is only issued after all ROW is in public ownership or property is publicly accessible by a legal document; utilities in conflict with the project are relocated, or a plan for their relocation during construction has been approved; and coordination with the railroad (if applicable) has occurred and been documented.

13. CONTRACT PROPOSAL AND ENGINEER'S ESTIMATE

CONTRACT PROPOSAL

The Municipality shall develop a contract proposal that will be advertised for bids. The proposal shall comply with NCDOT Specifications and Standard Drawings as applicable to the Project. The proposal shall also contain provisions, as applicable, per Title 23 Code of Federal Regulations 633 and 635 to include, but not be limited to: FHWA 1273, Buy America, Davis-Bacon Wage Rates, Non-discrimination, DBE Assurances, Contractor Certification regarding suspension and debarment, and other provisions as required by the Department.

ENGINEER'S ESTIMATE

The Municipality shall develop an itemized engineer's estimate to show items referenced to the NCDOT Standard Specifications, if applicable, along with units and unit price. The engineer's estimate will be used as the basis for comparing bids received.

14. CONSTRUCTION AUTHORIZATION

The Municipality shall submit the required environmental and/or planning document, ROW certification, final construction plans, total contract proposal, and an estimate of Project costs (final PS&E package) to the Department for review and approval.

- After approval of all documentation, the Department will request construction authorization from the Federal Highway Administration.
- The Municipality shall not advertise for bids prior to receiving written construction authorization from the Department.

15. CONTRACTOR PROCUREMENT

ADVERTISE FOR BIDS

Upon receipt of written construction authorization from the Department, the Municipality may advertise the Project. The Municipality shall follow applicable Federal and/or State procedures pertaining to the advertisement of the Project, bid opening, and award of the contract, according to Title 2 of the Code of Federal Regulations, Part 200 and Title 23 of the Code of Federal Regulations, Part 633 and Part 635, incorporated by reference at www.fhwa.dot.gov/legisregs/directives/fapgtoc.htm; and NCGS, Chapter 143, Article 8 (Public Contracts), incorporated by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp.

CONSTRUCTION CONTRACTOR REQUIREMENTS

All Contractors submitting bids on the project shall be pre-qualified by the Department. All proposed subcontractors must be pre-qualified before construction work begins. Any subcontractors who are proposed to meet the Disadvantaged Business Enterprise goal must be certified by the Department.

CONSTRUCTION SUBCONTRACTOR REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Disadvantaged Business Enterprises (DBEs), or as required and defined in Title 49 of the Code of Federal Regulations, Part 26 and the North Carolina Administrative Code. These provisions are incorporated into this Agreement by reference <https://connect.ncdot.gov/projects/Contracts/Pages/LGA-Projects.aspx>.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

AWARDING CONTRACT

After the advertisement of the Project for construction bids, the Municipality shall request concurrence from the Department to award the construction contract by submitting a letter along

with tabulated bids received depicting Disadvantaged Business Enterprises (DBE) goals, and a resolution recommending award of the Project to the lowest responsible, responsive bidder. The Department will review the submitted information and provide written approval to the Municipality prior to the contract being awarded by the Municipality.

DELAY IN PROCUREMENT

In the event the Project has not been let to contract within six (6) months after receiving construction authorization from the Department, the Municipality shall be responsible for documenting to the Department justification for project delay and that the Project remains in compliance with the terms of this Agreement, the approved plans and specifications, and current codes.

FORCE ACCOUNT

Force account work is only allowed when there is a finding of cost effectiveness for the work to be performed by some method other than a contract awarded by a competitive bidding process, or there is an emergency. Written approval from the Department is required prior to the use of force account by the Municipality. Federal Highway Administration regulations governing Force Account are contained in Title 23 Code of Federal Regulations, Part 635.201, Subpart B; said policy being incorporated in this Agreement by reference www.fhwa.dot.gov/legisregs/directives/cfr23toc.htm. North Carolina General Statutes governing the use of Force Account, Chapter 143, Article 8 (Public Contracts) can be found at www.ncleg.net/gascripts/Statutes/Statutes.asp.

16. CONSTRUCTION

The Municipality, and/or its agents shall construct the Project in accordance with the plans and specifications of the Project as filed with, and approved by, the Department. During the construction of the Project, the procedures set out below shall be followed:

CONSTRUCTION CONTRACT ADMINISTRATION

The Municipality shall comply with the NCDOT Construction Manual as referenced at <http://www.ncdot.org/doh/operations/dp%5Fchief%5Feng/constructionunit/formsmanuals/construction/>, which outlines the procedures for records and reports that must be adhered to in order to obtain uniformity of contract administration and documentation. This includes, but is not limited to, inspection reports, material test reports, materials certification, documentation of quantities,

project diaries, and pay records. The Municipality, and/or its agent, shall perform the construction engineering, sampling and testing required during construction of the Project, in accordance with Departmental procedures, including the Department's Guide for Process Control and Acceptance Sampling and Testing. The Municipality shall document that said compliance was accomplished in accordance with State and Federal procedures, guidelines, standards and specifications.

RETAINAGE

The Municipality shall not retain any portion of a payment due the contractor.

SIGNAGE

The Municipality shall provide and maintain adequate signage and other warning devices for the protection of the public in accordance with the approved traffic control plans for the Project and the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways, or any subsequent revision of the same, published by the Federal Highway Administration and effective at the time of award of the contract.

SITE LAYOUT

The Municipality shall be responsible for ensuring that all site layout, construction work, and Project documentation are in compliance with applicable city, state and federal permits, guidelines, and regulations, including American Association of State Highway and Transportation Officials (AASHTO) guidelines and Americans with Disabilities Act (ADA) Standards for Accessible Design (www.usdoj.gov/crt/ada/stdspdf.htm).

RIGHT TO INSPECT

The Department and representatives of the Federal Highway Administration shall have the right to inspect, sample or test, and approve or reject, any portion of the work being performed by the Municipality or the Municipality's contractor to ensure compliance with the provisions of this Agreement. Prior to any payment by the Department, any deficiencies inconsistent with approved plans and specifications found during an inspection must be corrected.

CONTRACTOR COMPLIANCE

The Municipality will be responsible for ensuring that the contractor complies with all of the terms of the contract and any instructions issued by the Department or FHWA as a result of any review or inspection made by said representatives.

CHANGE ORDERS

If any changes in the Project plans are necessary, the Department must approve such changes prior to the work being performed.

SHOP DRAWINGS

Shop Drawings shall be submitted in accordance with the approved plans and specifications and may require review by the Designer.

17. CLOSE-OUT

Upon completion of the Project, the Municipality shall be responsible for the following:

FINAL INSPECTION

The Municipality shall arrange for a final inspection by the Department. Any deficiencies determined during the final field inspection must be corrected prior to final payment being made by the Department to the Municipality. Additional inspection by other entities may be necessary in accordance with the Department's guidelines and procedures. The Municipality shall provide the Department with written evidence of approval of completed project prior to requesting final reimbursement.

FINAL PROJECT CERTIFICATION

The Municipality will provide a certification to the Department that all work performed for this Project is in accordance with all applicable standards, guidelines, and regulations.

18. MAINTENANCE

The Municipality, at no expense or liability to the Department, shall assume all maintenance responsibilities for the Holly Springs Road Widening - Phase 2, or as required by an executed encroachment agreement.

19. REIMBURSEMENT

SCOPE OF REIMBURSEMENT

Activities eligible for funding reimbursement for this Project shall include:

- Construction

REIMBURSEMENT GUIDANCE

The Municipality shall adhere to applicable administrative requirements of Title 2 Code of Federal Regulations, Part 200 (www.fhwa.dot.gov/legisregs/directives/fapgtoc.htm) "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards." Reimbursement to the Municipality shall be subject to the policies and procedures contained in Title 23 Code of Federal Regulations, Part 140 and Part 172, which is being incorporated into this Agreement by reference at www.fhwa.dot.gov/legisregs/directives/fapgtoc.htm. Reimbursement to the Municipality shall be subject to the guidance contained in Title 2 Code of Federal Regulations, Part 170 (<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>) and Office of Management and Budget (OMB) "Federal Funding Accountability and Transparency Act" (FFATA). Said reimbursement shall also be subject to the Department being reimbursed by the Federal Highway Administration and subject to compliance by the Municipality with all applicable federal policy and procedures.

REIMBURSEMENT LIMITS

- **WORK PERFORMED BEFORE NOTIFICATION**

Any costs incurred by the Municipality prior to written notification by the Department to proceed with the work shall not be eligible for reimbursement.

- **NO REIMBURSEMENT IN EXCESS OF APPROVED FUNDING**

At no time shall the Department reimburse the Municipality costs that exceed the total funding per this Agreement and any Supplemental Agreements.

- **UNSUBSTANTIATED COSTS**

The Municipality agrees that it shall bear all costs for which it is unable to substantiate actual costs or any costs that have been deemed unallowable by the Federal Highway Administration and/or the Department's Financial Management Division.

- **WORK PERFORMED BY NCDOT**

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, shall reduce the maximum award amount of \$3,600,000 available to the Municipality under this Agreement. The Department will bill the Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the Total Estimated Cost.

- **CONSTRUCTION ADMINISTRATION**

Reimbursement for construction contract administration will be made as governed by Departmental policy that limits reimbursement for construction contract administration to no more than fifteen (15%) percent of the actual construction contract of the Project. These costs will also include any cost overruns and charges to the Project by the Department during the Construction Phase.

- **CONSTRUCTION CONTRACT UNIT PRICES**

Reimbursement for construction contract work will be made on the basis of contract unit prices in the construction contract and any approved change orders.

- **RIGHT OF WAY**

Reimbursement will be limited to the value as approved by the Department. Eligible costs for reimbursement of Right of Way Acquisition include: realty appraisals, surveys, closing costs, and the agreed upon just compensation for the property, at the reimbursement rate as shown in the FUNDING TABLE.

- **FORCE ACCOUNT**

Invoices for force account work shall show a summary of labor, labor additives, equipment, materials and other qualifying costs in conformance with the standards for allowable costs set forth in 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." Reimbursement shall be based on actual eligible costs incurred with the exception of equipment owned by the Municipality or its Project partners. Reimbursement rates for equipment owned by the Municipality or its Project partners cannot exceed the Department's rates in effect for the time period in which the work is performed.

BILLING THE DEPARTMENT

▪ PROCEDURE

The Municipality may bill the Department for eligible Project costs in accordance with the Department's guidelines and procedures. Proper supporting documentation shall accompany each invoice as may be required by the Department. By submittal of each invoice, the Municipality certifies that it has adhered to all applicable state and federal laws and regulations as set forth in this Agreement.

Along with each invoice, the Municipality is responsible for submitting the FFATA Subrecipient Information Form, which is available at <https://connect.ncdot.gov/municipalities/Funding/Pages/default.aspx>.

▪ INTERNAL APPROVALS

Reimbursement to the Municipality shall be made upon approval of the invoice by the Department's Financial Management Division.

▪ TIMELY SUBMITTAL OF INVOICES

The Municipality may invoice the Department monthly for work accomplished, but no less than once every six (6) months to keep the Project funds active and available. If the Municipality is unable to invoice the Department, then they must provide an explanation. Failure to submit invoices or explanation may result in de-obligation of funds.

▪ FINAL INVOICE

All invoices associated with the Project must be submitted within six (6) months of the completion of construction and acceptance of the Project to be eligible for reimbursement by the Department. Any invoices submitted after this time will not be eligible for reimbursement.

20. REPORTING REQUIREMENTS AND RECORDS RETENTION

PROJECT EVALUATION REPORTS

The Municipality is responsible for submitting quarterly Project evaluation reports, in accordance with the Department's guidelines and procedures, that detail the progress achieved to date for the Project.

PROJECT RECORDS

The Municipality and its agents shall maintain all books, documents, papers, accounting records, Project records and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of payment of the final voucher by the Federal Highway Administration, for inspection and audit by the Department's Financial Management Section, the Federal Highway Administration, or any authorized representatives of the Federal Government.

21. OTHER PROVISIONS

REFERENCES

It will be the responsibility of the Municipality to follow the current and/or most recent edition of references, websites, specifications, standards, guidelines, recommendations, regulations and/or general statutes, as stated in this Agreement.

INDEMNIFICATION OF DEPARTMENT

The Municipality agrees to indemnify and hold harmless the Department, FHWA and the State of North Carolina, to the extent allowed by law, for any and all claim for payment, damages and/or liabilities of any nature, asserted against the Department in connection with this Project. The Department shall not be responsible for any damages or claims, which may be initiated by third parties.

DEBARMENT POLICY

It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the Municipality certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

TITLE VI - CIVIL RIGHTS ACT OF 1964

The Municipality shall comply with Title VI of the Civil Rights Act of 1964, (Title 49 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

OTHER AGREEMENTS

The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality for this Project. The Department is not responsible for any expenses or obligations incurred for the Project except those specifically eligible for the funds and obligations as approved by the Department under the terms of this Agreement.

AVAILABILITY OF FUNDS

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IMPROPER USE OF FUNDS

Where either the Department or the FHWA determines that the funds paid to the Municipality for this Project are not used in accordance with the terms of this Agreement, the Department will bill the Municipality.

TERMINATION OF PROJECT

If the Municipality decides to terminate the Project without the concurrence of the Department, the Municipality shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Project.

AUDITS

In accordance with 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," Subpart F – Audit Requirements, and the Federal Single Audit Act Amendments of 1996, the Municipality shall arrange for an annual independent financial and compliance audit of its fiscal operations. The Municipality shall furnish the Department with a copy of the annual independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Municipality's fiscal year ends.

REIMBURSEMENT BY MUNICIPALITY

For all monies due the Department as referenced in this Agreement, reimbursement shall be made by the Municipality to the Department within sixty (60) days of receiving an invoice. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with NCGS 147-86.23.

USE OF POWELL BILL FUNDS

If the other party to this agreement is a Municipality and fails for any reason to reimburse the Department in accordance with the provisions for payment hereinabove provided, NCGS 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to Municipality by NCGS 136-41.1, until such time as the Department has received payment in full.

ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein.

AUTHORIZATION TO EXECUTE

The parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.

FACSIMILE SIGNATURES

A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.

GIFT BAN

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional,

engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

22. SUNSET PROVISION

All terms and conditions of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IT IS UNDERSTOOD AND AGREED that the approval of the Project by the Department is subject to the conditions of this Agreement, and that no expenditures of funds on the part of the Department will be made until the terms of this Agreement have been complied with on the part of the Municipality.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

L.S. ATTEST:

TOWN OF HOLLY SPRINGS

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

NCGS 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

This Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

(SEAL)

(FINANCE OFFICER)

Federal Tax Identification Number

Town of Holly Springs

Remittance Address:

DEPARTMENT OF TRANSPORTATION

BY: _____
(CHIEF ENGINEER)

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 16.

New Business

Title: UNC Rex Hospital - Development Plan Major Amendment 10-DP-06-A08

Strategic Priority Area: Responsible & Balanced Growth

Staff Resource: Sean Ryan, Planning & Zoning

Action(s):

1. Approve / deny/ defer Development Plan Major Amendment for UNC Rex Healthcare.
(Administrative determination with simple majority).

Explanation:

- The primary purpose of this amendment is to request the use of a color changing luminous tube light to highlight the stone façade of the UNC Rex Hospital building currently under construction.
- In accordance with UDO Section 9.05 D, Development Plans, the Director has determined that the color changing light source would represent a substantial change in building design and requires review of the Planning Board and approval by Town Council.
- The secondary purpose of this amendment is to provide design specifications for the required focal point at the S. Main Street entrance of the property, which was a condition of approval of the Master Sign Plan approved in 2019. The applicant is providing a plaza area with art work, similar to the treatment of the entrance along Avent Ferry Road.

Planning Board Recommendation:

The Planning Board discussed the following issues and concerns on 07/28/2020

- If the light could be used for emergency response services.
- How the light timing would be controlled.
- If the light would be a distraction given the height of the building.
- The building is a focal point.

Planning Board Recommendation:

The Planning Board recommended approval (5-1-3)

Those voting against the motion:

Mr. Madoni: The light will draw attention to an already tall building.

Background:

- The approved building elevations include a white light source luminous tube light along the façade. This amendment would allow a change in the permitted light color and allow for the color to change at UNC-Rex Hospital's discretion.
- The UNC Hospital Development Plan was approved September 18, 2018.

Town Council Business Meeting
August 18, 2020

- The property was zoned OR CU: OR CU Office, Research & Development Park Conditional Use on March 20, 2012 and June 6, 2008

Funding Source(s):

Attachment(s):

1. 08.18 UNCRex Conditions
2. 08.18 UNCRex Plans



THE TOWN OF

Holly Springs

Development Plan 10-DP-06-A08 for UNC Rex Healthcare

Motion and Conditions of Approval:

Motion to approve / deny / defer Development Plan 10-DP-06-A08 for UNC Rex Healthcare as submitted as submitted by Surface 678, P.A., dated revised 07/10/20, with the following conditions:

1. All previous approval conditions for the approved Rex Healthcare Development Plan will apply to this plan as well.
2. The luminous tube light color scheme shall not flash, vary in intensity, or change in color more one (1) time per twenty-four (24) hour period.

Office of the Mayor

P.O. Box 8 • 128 S. Main Street • Holly Springs, NC 27540 • www.hollyspringsnc.us

Email: dick.sears@hollyspringsnc.us



Town of Holly Springs Staff Report to the Planning Board

REQUEST FOR DEVELOPMENT PLAN AMENDMENT UNC Rex Hospital 10-DP-06-A08

APPICANT(S):

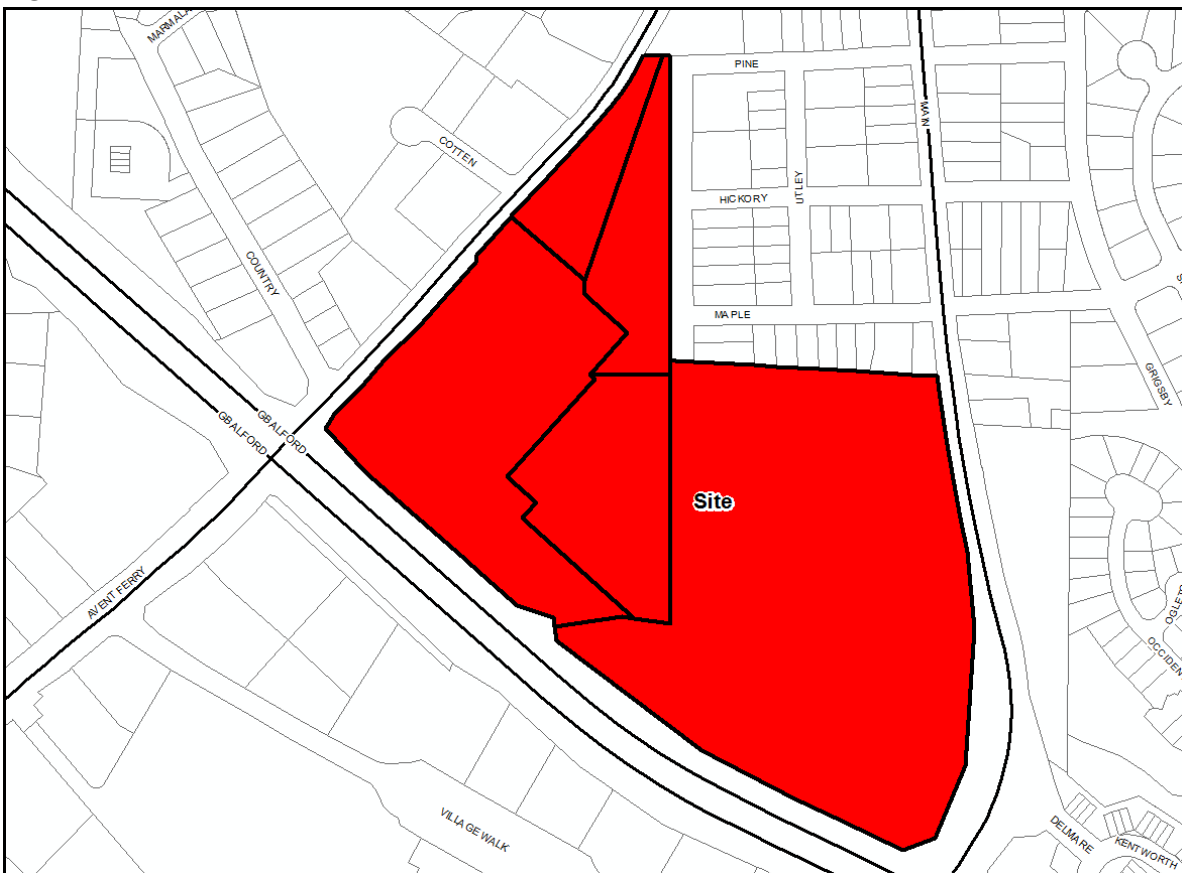
Yinglin Ji
Surface 678, P.A.
215 Morris St. Suite 150
Durham NC 27701

DEVELOPER(S):

Matthew Waldrop
UNC Rex Healthcare
4420 Lake Boone Trl.
Raleigh, NC 27607

OWNER(S):

Matthew Waldrop
UNC Rex Healthcare
4420 Lake Boone Trl.
Raleigh, NC 27607

LOCATION:

[X] Within Corporate Limits of Holly Springs [] Within Holly Springs ETJ [] Annexation Pending

ANTICIPATED REVIEW SCHEDULE:

Planning Board: July 28, 2020
Town Council: August 18, 2020

STAFF CONTACTS: Sean Ryan, Senior Planner

ATTACHMENTS:

Development Petition, Plans

PARCEL INFORMATION			
OWNER	PARCEL #	ZONING	AREA
Rex Hospital Inc	0648889704	OR CU	38.04 ac
TOTAL			38.04± ac

ADJACENT PROPERTY SITE DATA		
	ZONING	EXISTING LAND USE
Subject Property	OR CU Office, Research & Development Park	UNC Rex Healthcare Medical Office Building I & II; Vacant
North	R-10 Residential R-MF-8 Multifamily Residential	Single Family Residential Multifamily Townhomes
South	CB Community Business	NC 55 BYP right-of-way Southpark Village
East	CB Community Business PUD Main Street Square R-10 Residential	Vacant Mixed Use Single Family Residential
West	R-15 Residential LB Local Business (Limited)	Single Family Residential Medical Office

PROPERTY HISTORY

Rezoning History

Rezoning Number: 08-REZ-06

Original Zoning: R-20 & R-MF-8

Proposed Zoning: OR CU

- The following uses, otherwise permitted in the OR zoning district (pursuant to Section 3.04 of the Town of Holly Springs Unified Development Ordinance), shall be prohibited upon the property:

- construction companies;
- mortuary;
- neighborhood recycling collection point;
- mail order distribution;
- crematory;
- funeral home; and
- sanitarium.

Approved by Town Council on: 6/17/2008

Rezoning Number: 12-REZ-01

Original Zoning: R-20

Proposed Zoning: OR CU

- The following uses otherwise permitted in the OR zoning district (pursuant to Section 3.04 of the Town of Holly Springs Unified Development Ordinance) shall be prohibited upon the Property:

- Construction companies;
- Insurance agent;
- Mortuary;
- Neighborhood recycling collection point;

and

e. Email order distribution.

Approved by Town Council on: 3/20/2012

Rezoning Number: 05-REZ-12

Original Zoning: R-20

Proposed Zoning: R-MF-8

Approved by Town Council on: 08/16/2005

Rezoning Number: 05-REZ-08

Original Zoning: CB

Proposed Zoning: R-MF-8

Approved by Town Council on: 05/17/2005

Rezoning Number: 02-UDO-01

Original Zoning: C1

Proposed Zoning: CB

Approved by Town Council on: 05/17/2005

Rezoning Number: 95-R-22

Original Zoning: Mixed

Proposed Zoning: C1

Approved by Town Council on: 01/16/1996

Rezoning Number: 88-R-02

Original Zoning: RA

Proposed Zoning: RH

Approved by Town Council on: 12/06/1988

Development Plan History

Project Number: 10-DP-06
Description: Medical Office Building
Approved by Town Council on: 11/02/2010

Project Number: 10-DP-06-A01
Description: Landscaping Revisions
Approved by Staff on: 09/06/2011

Project Number: 10-DP-06-A02
Description: Medical Office Building II Revisions
Approved by Town Council on: 10/4/2016

Project Number: 10-DP-06-A03
Description: Lighting Revisions
Approved by Staff on: 03/14/2017

Project Number: 10-DP-06-A04
Description: Landscaping Revisions
Approved by Staff on: 01/23/2018

Project Number: 10-DP-06-A05
Description: Hospital Building
Approved by Town Council on: 09/18/2018

Project Number: 10-DP-06-A06
Description: Site Plan and Elevation Revisions
Approved by Staff on: 09/17/2019

Project Number: 10-DP-06-A07
Description: Master Sign Plan
Approved by Town Council on: 10/01/2019

STAFF ANALYSIS

PROJECT OVERVIEW

The primary purpose of this amendment is to request the use of a color changing luminous tube light to highlight the stone façade of the UNC Rex Hospital building currently under construction. The approved building elevations include a white light source (color) luminous tube light along the façade. In accordance with UDO Section 9.05 D, Development Plans, the Director has determined that the color changing light source would represent a substantial change in building design and requires review of the Planning Board and approval by Town Council.

The secondary purpose of this amendment is to provide design specifications for the required focal point at the S. Main Street entrance of the property, which was a condition of approval of the Master Sign Plan approved in 2019. The applicant is providing a plaza area with art work, similar to the treatment of the entrance along Avent Ferry Road.

PLANNING & ZONING

Vision Holly Springs Comprehensive Plan

Land Use & Character

The property is designated on the Future Land Use map as Downtown Village District.

The Downtown Village District functions as a destination for residents and visitors to Holly Springs, and includes two activity centers: an iconic downtown core and a medical campus at the intersection of NC 55 and Avent Ferry Road; along with several vibrant neighborhoods surrounding the centers. The core area of the District supports a compact development pattern with a mix of land uses (horizontal and vertical), high-quality architecture, plazas and public spaces, and civic spaces that promote social interaction and celebrate the Holly Springs community. Uses and buildings are located on small blocks with streets designed to extend a grid network in both directions of N. Main Street. Buildings may stand two to five stories tall and include civic, retail, office, restaurant, or other entertainment uses with condominiums or apartments above storefronts. Non-franchise architecture is encouraged in the Downtown Village

District as a way to maintain unique character, and historic preservation should be a priority. Parking is satisfied using on-street parking, structured parking, and shared rear-lot parking strategies.

The medical campus in the Downtown Village District supports a seven-story community hospital, surrounding medical office buildings and surface parking lots. Uses and buildings on the campus are oriented interior to the site, and connected via an internal network of streets and walkways. The design, scale, character, and intensity of development in both the downtown core and the medical campus should be compatible with, and transition to, adjacent residential neighborhoods.

Village District Area Plan

Land Use

The Village District Area Plan has the project area designated as Mixed Use. The Mixed Use category is intended to provide for a wide range of Commercial, Business, and Higher Density Residential land uses up to 15 units per acre.

To become that vibrant center in the community, the Village District must continue to develop and, over time, introduce a greater mixture of land uses. Achieving this mixed use environment depends heavily on the willingness of the private development community to make investments in the Village District that are consistent with the Town's vision.

Village District Area Plan Land Use goals that apply to this request include:

- LU-I b: Encourage uses that will generate demand for other uses. For example, office uses will increase the number of people working in the Village District, which will in turn drive the demand for restaurants and retail uses.

Community Facilities

A corollary of population growth is an increased demand for public services. In order to fulfill this demand, community facilities must be appropriately planned for and constructed. Various stakeholders must be involved during the process of planning for, designing and construction of community facilities.

Community Facility Goals that apply to this request include:

- 8) Promote the need for healthcare options within the Town due to the Town's population increase, as well as the increasing age of Town residents, this need is imperative and should be sought after.

Development Standards

Lighting:

UDO Section 7.02: Lighting, generally prohibits the use of luminous tube lighting on a building façade. However, luminous tube lighting may be used when specifically requested of and approved as an integral architectural element of a development plan for Architectural and Site Design Review. Furthermore, architectural accent lighting located on or focused on a building may only utilize a white light source (color), however other light sources (other colors) may be used if specifically requested of and approved as an integral architectural element of a development plan for Architectural and Site Design Review.

The primary purpose of this amendment is to request the use of a color changing luminous tube light as an integral architectural element to highlight the stone façade of the UNC Rex Hospital

building. The image below is an example of what the building may look like using a blue light source to highlight the stone façade.



The UDO generally regulates the changing or blinking of signs or other attention grabbing devices by limiting the frequency of the change. In order to limit the potential impacts of the colored light source and maintain the intent of similar UDO limitations, staff has proposed a condition of approval, should this be approved, that would limit the number of times the light may change.

Master Sign Plan:

The Master Sign Plan approved in 2019 requires the applicant to submit design specifications for the artwork to be located along S. Main Street. The applicant has provided the details of the artwork, which is included in the attachments. A photo for reference is below.



SUGGESTED MOTION

Motion that the Planning Board recommend the Town Council **Approve/Deny** Development Plan 10-DP-06-A08 for UNC Rex Healthcare, as submitted by Surface 678, P.A., dated revised 07/10/20, with the following conditions:

1. All previous approval conditions for the approved *Rex Healthcare Development Plan* will apply to this plan as well.
2. The luminous tube light color or color scheme shall not flash, move, or vary in intensity and shall not change in color or color scheme more once every hour.

Staff Members	Approved for Distribution		
	Yes	No	Initials
Planner II- Sean Ryan	X		sr
Principal Planner – Melissa Sigmund	X		ms
Development Review Engineer- Rachel Jones			

DEVELOPMENT PETITION

The current Filing Fees can be found on-line in the Town of Holly Springs Fee Schedule:
<http://www.hollyspringsnc.us/planning>



Petition Type:

☐ Master Plan

- ☐ New Detailed ☐ New Schematic
☐ Major Amendment ☐ Minor Amendment*

☐ Preliminary Plan- Major Subdivision

- ☐ New ☐ Major Amendment ☐ Minor Amendment*

☒ Development Plan (check all that apply)

- ☐ New ☐ Major Amendment ☒ Minor Amendment*
☐ Gateway Non-Residential/Mixed Use Gross Building Floor Area _____
☐ Non-Gateway Non-Residential/Mixed Use Gross Building Floor Area _____
☐ Multifamily
☐ Residential Development Options or Infill Development Options

☐ Special Exception Use

- ☐ New ☐ Family Child Care Home

* Specify purpose of amendment on Certificate of Plan Revisions

For DPZ Use only

Project # _____

Fees Paid: \$ _____

Date Received: _____

☐ Initial ☐ Revised ☐ Final

Project Information:

Project Name: UNC REX Community Health Campus

If this project is part of a previously approved plan, please specify:

PUD/Master Plan/Subdivision n/a Shopping Center/Lot# n/aProject Location: 781 Avent Ferry Road, Holly Springs, NC 27540

Use street address. If none, use the closest intersection

☒ Within Corporate Limits ☐ Within Holly Springs ETJ ☐ Pending Annexation

PIN: Parcel #1:0648-88-3964; #2: 0648-896547; #3: 0648-89-7356 Real Estate ID: _____

#4: 0648-88-6797; #5: 0648-98-2510

Project Acreage (rounded to nearest tenth): 38.3 AC Partial Parcel: ☒ No ☐ Yes (additional fee)Current Zoning: OR-CU Proposed Use (see UDO Primary Use List): HospitalOpen Space [See UDO Section 7.06(F)(4)]: ☒ Dedication ☐ Fee-in-lieu ☐ Combination ☐ N/AWaivers Requested: ☒ No ☐ Yes- Specify UDO Section Number(s): _____

Scoping Meeting Date: n/a If yes, complete and attach appropriate Waiver Petition(s) from Waiver Packet
Concept Meeting Date: n/a

If the Concept Meeting Date is not within 8 weeks of the submittal date, another Concept Meeting is required prior to submittal.

Petition Contact Information: (complete each contact in its entirety- please print or type)

Project Applicant/Contact

(check one) ☐ Owner ☐ Owner's Agent ☒ Design Professional ☐ Developer ☐ Other _____

Name Yinglin Ji Company Surface 678, P.A.Mailing Address 215 Morris Street, Suite #150City Durham State NC Zip 27701Telephone # (919) 419-1199 E-Mail yji@surface678.comHow would you like to receive staff review comments? ☒ E-Mail ☐ US MailHow would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified

Design Professional if different than Applicant/Contact

Name _____ Company _____

Mailing Address _____

City _____ State _____ Zip _____

Telephone # (_____) _____ E-Mail _____

How would you like to receive staff review comments? ☐ E-Mail ☐ US MailHow would you like to receive Official Action Notices? ☐ E-Mail ☐ US Mail- Certified

Developer

Name _____ Company _____
Mailing Address _____
City _____ State _____ Zip _____
Telephone # (_____) _____ E-Mail _____
How would you like to receive staff review comments? ☐ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☐ E-Mail ☐ US Mail- Certified

Architect

Name Tim McAuliffe Company Perkins+Will
Mailing Address 411 W Chapel Hill St, Suite 200
City Durham State NC Zip 27701
Telephone # (919) 433-5322 E-Mail Tim.McAuliffe@perkinswill.com
How would you like to receive staff review comments? ☒ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified

Landscape Architect

Name Yinglin Ji Company Surface678, P.A.
Mailing Address 215 Morris Street, Suite #150
City Durham State NC Zip 27701
Telephone # (919) 419-1199 E-Mail yji@surface678.com
How would you like to receive staff review comments? ☒ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified

Other: Civil Engineer (any other contact that should receive comments and correspondence for this project)

Name Jamie Powless Company Calyx Engineering
Mailing Address _____
City Cary State NC Zip 27518
Telephone # (919) 858-1842 Alternate Telephone # (_____)
Fax # (_____) E-Mail jpowless@calyxengineers.com
How would you like to receive staff review comments? ☐ Fax ☒ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☐ Fax ☒ E-Mail ☐ US Mail- Certified

Property Owner - Required

Name Matthew Waldrop Company UNC REX Healthcare
Mailing Address 4420 Lake Boone Trail
City Raleigh State NC Zip 27607
Telephone # (919) 784-3390 E-Mail matthew.waldrop@unchealth.unc.edu
How would you like to receive staff review comments? ☒ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified

Certificate of Submittal Completion

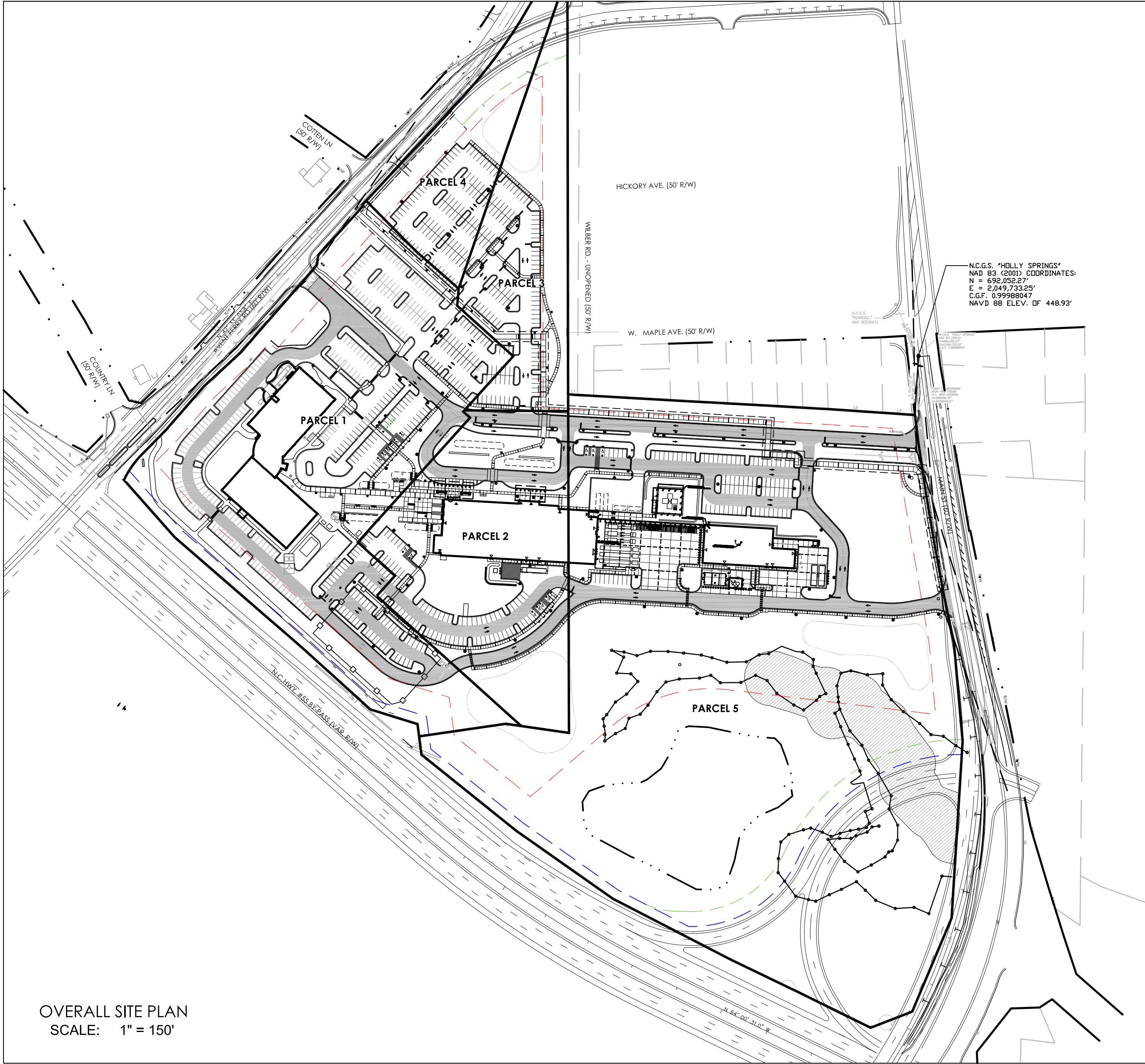
I, _____, certify that the information provided on this petition, plans and checklist are complete and accurate to the best of my knowledge.

Signature: _____ Date: _____

UNC REX COMMUNITY HEALTH CAMPUS: DEVELOPMENT PLAN

INDEX OF DRAWINGS			
L000	COVER SHEET	CIVIL:	
L001	AMENDMENT LIST	C400	OVERALL STORM PLAN
C001	EXISTING CONDITIONS PLAN	C401	NORTH STORM DRAINAGE PLAN
		C402	SOUTH STORM DRAINAGE PLAN
LANDSCAPE:			
L100	OVERALL SITE PLAN	C501	OVERALL UTILITY PLAN
L101	OPEN SPACE DIAGRAM	C701	SOUTH UTILITY PLAN
L131	SITE PLAN	C701	S. MAIN STREET IMPROVEMENTS
L132	SITE PLAN	C703	AVENT FERRY ROAD IMPROVEMENTS
L133	SITE PLAN		
L134	FOCAL POINT ENLARGEMENT	ARCHITECTURE:	
L135	OVERALL PLANTING PLAN	A241	NORTH ELEVATION
L160	PLANTING PLAN	A242	SOUTH ELEVATION
L161	PLANTING PLAN	A243	EAST & WEST ELEVATIONS
L162	PLANTING PLAN	A244	BUILDING AXONOMETRICS
L163	PLANTING PLAN	A245	BUILDING PERSPECTIVES
L164	PLANTING CALCULATIONS	A246	CEP
L165	TREE SAMPLES	ELECTRICAL:	
L501	DETAILS	E010	SITE LIGHTING CALCULATIONS
L502	DETAILS	E010A	SITE LIGHTING CALCULATIONS
L503	DETAILS	E010B	SITE LIGHTING CALCULATIONS
L504	DETAILS		

SITE DATA TABLE	
PROJECT NAME:	UNC REX COMMUNITY HEALTH CAMPUS
PROPERTY OWNER:	UNC REX HEALTH 4420 LAKE BOONE TRAIL, RALEIGH, NC 27607 919-784-3100
APPLICANT:	SURFACE 678, P.A. 215 MORRIS ST, DURHAM, NC 27701 919-419-1199
DEVELOPER:	UNC REX HEALTH 4420 LAKE BOONE TRAIL, RALEIGH, NC 27607 919-784-3100
ZONING:	OR-CU CONDITIONS APPROVED PER UDO 3.04: HOSPITAL
REZONING NUMBER: 08-REZ-06 ORIGINAL ZONING: R-20 & R-MF-8 PROPOSED ZONING: OR-CU APPROVED BY TOWN COUNCIL ON: 6/17/2008 THE FOLLOWING USES OTHERWISE PERMITTED IN THE OR ZONING DISTRICT (PURSUANT TO SECTION 3.04 OF THE TOWN OF HOLLY SPRINGS UNIFIED DEVELOPMENT ORDINANCE) SHALL BE PROHIBITED UPON THE PROPERTY: A. CONSTRUCTION COMPANIES; B. MORTUARY; C. NEIGHBORHOOD RECYCLING COLLECTION POINT; D. EMAIL ORDER DISTRIBUTION; E. CREMATORY; F. FUNERAL HOME; AND G. SANITARIUM.	
REZONING NUMBER: 12-REZ-01 ORIGINAL ZONING: R-20 PROPOSED ZONING: OR-CU APPROVED BY TOWN COUNCIL ON: 3/20/2012 THE FOLLOWING USES OTHERWISE PERMITTED IN THE OR ZONING DISTRICT (PURSUANT TO SECTION 3.04 OF THE TOWN OF HOLLY SPRINGS UNIFIED DEVELOPMENT ORDINANCE) SHALL BE PROHIBITED UPON THE PROPERTY: A. CONSTRUCTION COMPANIES; B. INSURANCE AGENT; C. MORTUARY; D. NEIGHBORHOOD RECYCLING COLLECTION POINT; AND E. EMAIL ORDER DISTRIBUTION.	
TOTAL ACREAGE OF TRACT(S) TO BE DEVELOPED: 21.14 AC TOTAL ACREAGE OF TRACTS: 38.23 AC FUTURE RIGHT-OF-WAY DEDICATION: 4.57 AC	
EXISTING PARCELS ALREADY COMBINED:	
PARCEL 1	REX HOSPITAL, INC. ZONED OR-CU DB 012866, PG 02198 PIN 0648-89-3964 8.97 ACRES TOWN OF HOLLY SPRINGS CORPORATE LIMITS
PARCEL 2	REX HOSPITAL, INC. ZONED OR-CU DB 014722, PG 00756 PIN 0648-89-6547 2.08 ACRES TOWN OF HOLLY SPRINGS CORPORATE LIMITS
PARCEL 3	REX HOSPITAL, INC. ZONED OR-CU DB 012866, PG 20198 PIN 0648-89-7356 2.54 ACRES TOWN OF HOLLY SPRINGS CORPORATE LIMITS
PARCELS TO BE COMBINED:	
PARCEL 4	REX HOSPITAL, INC. ZONED OR-CU DB 012866, PG 02198 PIN 0648-89-6777 4.21 ACRES TOWN OF HOLLY SPRINGS CORPORATE LIMITS
PARCEL 5	REX HOSPITAL, INC. ZONED OR-CU DB 017054, PG 02338 PIN 0648-99-2510 20.43 ACRES TOWN OF HOLLY SPRINGS CORPORATE LIMITS



OVERALL SITE PLAN
SCALE: 1" = 150'

NOTES:

- PLAN IS SUBJECT TO REVISIONS UNDER CONSTRUCTION DRAWING APPROVAL PROCESS.
- ALL CONSTRUCTION SHALL CONFORM TO TOWN OF HOLLY SPRINGS ENGINEERING DESIGN AND CONSTRUCTION STANDARDS.
- CONSTRUCTION DRAWING APPROVAL IS REQUIRED BEFORE CONSTRUCTION ON THIS PROJECT MAY BEGIN. DEVELOPMENT FEES ARE DUE BEFORE CONSTRUCTION DRAWING APPROVAL.
- THE DESIGN OF WATER SYSTEMS, SANITARY SEWER SYSTEMS, STORM DRAINAGE SYSTEMS AND GRADING PLANS SHALL BE SIGNED AND SEALED BY A LICENSED NORTH CAROLINA PROFESSIONAL ENGINEER, PROFESSIONAL LAND SURVEYOR, ARCHITECT OR LANDSCAPE ARCHITECT IN ACCORDANCE WITH N.C. GENERAL STATUTE 89.
- RETAINING WALLS WILL REQUIRE A BUILDING PERMIT. WALLS GREATER THAN 4' IN HEIGHT WILL REQUIRE ENGINEERING DESIGN APPROVAL AT CONSTRUCTION DRAWING REVIEW AS WELL AS A BUILDING PERMIT. NO UTILITIES SHALL BE IN CONFLICT WITH STRUCTURAL REINFORCEMENT OF THE WALL.
- ALL ENVIRONMENTAL PERMITS MUST BE OBTAINED PRIOR TO CONSTRUCTION DRAWING APPROVAL AND/OR ISSUANCE OF A LAND DISTURBANCE PERMIT.

EXISTING SANITARY SEWER FLOW

THE SANITARY SEWER FLOW FOR THIS PROJECT WAS DETERMINED PER NCDWQ 15 NCAC 02T.0114 WASTEWATER DESIGN FLOW RATES. THE DAILY FLOW FOR DESIGN IS 250 GAL/PRACTITIONER/SHIFT FOR MEDICAL OFFICE FACILITIES.
(7.5)PRACTITIONERS TIMES 250 GAL/PRACTITIONER = 1875 GAL/DAY

SANITARY SEWER FLOW

Total number of Proposed Beds: 48
Total Building SF: 227,000 SF
• SF associated with Beds: 156,000
• SF associated with Auxiliary Services: 46,000
Auxiliary Services include: registration, administration, building support, materials management, etc.
• SF reserved for future Bed Expansion (Shell Space): 25,000 SF
Future Bed Expansion: 24

Wastewater Flow Allocation per 15A NCAC 02T.0114: 300 gallons per bed
Wastewater flow determination per DEQ: 72 beds * 300 GPD/bed = 21,600 GPD

Wastewater Flow (Beds): 21,600 GPD

Auxiliary Services wastewater flow allocation: Utilizing Town of Holly Springs standards for office and institutional uses, an average daily wastewater flow of 0.0060 GPD/SF can be used to calculate additional wastewater can be allocated for the square footage associated with Auxiliary Services:

Auxiliary Services, SF: 46,000 SF
Wastewater Flow, Auxiliary Services: 0.09 GPD/SF * 46,000 SF = 4,140 GPD

Wastewater Flow (Auxiliary Services): 4,140 GPD

TOTAL WASTEWATER FLOW: 25,740 GPD

"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. ANY PROPOSED EXCEPTIONS OR DEVIATIONS FROM EITHER THE STANDARDS AND/OR FROM THE APPROVED PRELIMINARY PLAN ARE LISTED BELOW:

(THE PROFESSIONAL ENGINEER SHALL THEN LIST SUCH DEVIATIONS)

-
-
-

SIGNATURE & SEAL OF PROFESSIONAL ENGINEER



VICINITY MAP

SCALE: 1" = 500'

TOWN OF HOLLY SPRINGS USE ONLY

TOWN OF HOLLY SPRINGS PROJECT NUMBER 10-DP-06-A08

PREVIOUS APPROVED WAIVERS, VARIANCES, MASTER PLAN, OR PUDS

- WAIVER REQUEST - UDO WAIVER FOR SECTION 3.08 A.1.C. (2) (G) (I) ROOF TREATMENT TO ALLOW RELIEF FROM THE 50' CONTINUOUS PLANE REQUIREMENT.
APPROVED: NOV 2, 2010
- WAIVER REQUEST #16-WAV-09 - UDO SECTION 7.04 E. 2. OFF-STREET PARKING REGULATIONS, TO ALLOW A REDUCTION IN THE NUMBER OF OFF-STREET PARKING SPACES FROM 408 TO 385. A REDUCTION OF SIX PERCENT (6%).
- WAIVER REQUEST #16-WAV-12 - UDO SECTION 7.05 B. 1. LOADING SPACE DIMENSIONS, TO ALLOW A REDUCTION IN THE DEPTH OF THE OFF-STREET LOADING SPACE FROM 55 FEET TO 35 FEET.
- WAIVER REQUEST #16-WAV-11, 16-WAV-20, AND 16-WAV-21 - UDO SECTION 3.08A. 1. C. (2) (A) BUILDING MASSING, TO ALLOW A REDUCTION IN THE VERTICAL HEIGHT OF THE BUILDING BASE, FROM 9% TO 6% ON THE WEST, NORTH, AND SOUTH ELEVATIONS.

APPROVED: OCT 4, 2016

- 18-WAV-04: WAIVER OF SECTION UDO SECTION 3.08. A. 1. C. PRIMARY FACADE BUILDING MATERIALS, AND BUILDING MASSING AND FACADE TREATMENT
- 18-WAV-14: WAIVER OF REGULATION OF UDO SECTION 7.06 D: LOT DESIGN AND PUBLIC PLACE RESERVATION - BUFFER AREAS
- 18-SEL-07: SPECIAL EXCEPTION USE TO ALLOW FOR A HOSPITAL IN THE OFFICE, RESEARCH AND DEVELOPMENT PARK DISTRICT
- 18-VARTC-03: UDO SECTION 3.04 B., 5. MAXIMUM BUILDING HEIGHT, TO ALLOW FOR AN INCREASE IN THE MAXIMUM BUILDING HEIGHT FROM 75 FEET TO 146 FEET.
- 18-VARTC-09: UDO SECTION 3.08 A. 1. C. (1). (B) PROHIBITED EXTERIOR BUILDING MATERIALS, TO ALLOW FOR METAL SIDING ON A PRIMARY FACADE (14% OF NORTH FACADE, 18% OF SOUTH FACADE, 46% ON EAST FACADE, AND 44% ON WEST FACADE).
- 18-VARTC-10: UDO SECTION 3.04 B., 6. PARKING AND LOADING, TO ALLOW FOR PARKING AREA BETWEEN THE FRONT BUILDING LINE AND FRONT LOT LINE ALONG AVENT FERRY ROAD, S. MAIN STREET, AND NC 55 BYPASS.
- 18-VARTC-11: UDO SECTION 3.04., 4. A., USE OF MINIMUM YARDS AND BUFFERYARDS, MINIMUM FRONT YARDS, TO ALLOW FOR PARKING AREAS IN THE MINIMUM FRONT BUFFER AREA ALONG NC 55 BYPASS.
- 18-VARTC-12: UDO SECTION 3.07 A., 3. C., TRASH/ RECYCLING CONTAINERS, TO ALLOW FOR A VARIANCE OF THE REQUIREMENT TO HAVE AN OPAQUE SCREEN GATE ALONG THE TRASH ENCLOSURE

APPROVED: 09/18/2018

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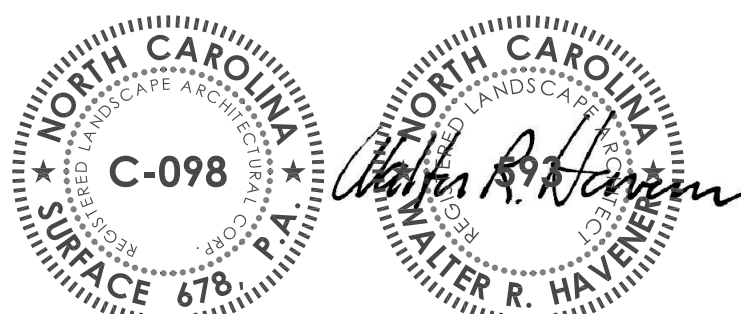
NC License # F-1333

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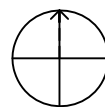
CLIENT

REX HOLLY SPRINGS

4420 LAKE BOONE TRAIL,
RALEIGH, NC 27607

UNC REX COMMUNITY HEALTH CAMPUS

781 AVENT FERRY ROAD,
HOLLY SPRINGS, NC 27540



NO.	REVISION	DATE
7	PETITION PACKET 2ND AMENDMENT	07/10/20
6	PETITION PACKET AMENDMENT	09/06/19
5	PETITION PACKET AMENDMENT	03/22/19
4	PETITION PACKET AMENDMENT	02/15/19
3	PETITION PACKET RESUBMISSION	08/31/18
2	PETITION PACKET RESUBMISSION	08/13/18
1	PETITION PACKET RESUBMISSION	07/16/18

ISSUE:

PETITION PACKET

PROJECT NO: 830484.001
DATE: 03.19.2018
DRAWN: YW, RB, YJ
CHECKED: SK, YJ

SHEET TITLE:

COVER SHEET

L000

PETITION PACKET AMENDMENT LIST

2ND SUBMISSION CHANGES

- Building Footprints and adjacent sidewalks
- Helicopter pad
- Wetland stormwater device changed to a wet pond
- Limits of disturbance
 - 1 . Road Improvements
 - 2 . Wet Pond grading
- Parking count reduced by 2 spaces
- Open space has reduced by .1 acre
- Accessible parking diagram has been revised
- MRI Screen wall
 - 1 . Location change
 - 2 . Material/ Detail change
 - 3 . Additional evergreen screening added
- Foundation landscape planting for both buildings
- Supplemental planting added to buffer increments D7-D16 and D5
- Addition of sheets L001 (Amendment changes) and E010 (Photometric Plan)
- Total acreage to be developed
- Project number and previous approved waiver, variances, master plan, or puds
- Tree protection fence adjustment at northwest corner of property
- Plant schedule
- Plant calculation charts
 - 1 . Perimeter yard landscape
 - 2 . Foundation landscape
- Light fixture selection
- Photometric plan
- Removal of Trident Maple in sight triangles along Main Street

3RD SUBMISSION CHANGES

- L133, ADD NOTE FOR SIDEWALK CONNECTING TO MAPLE AVE.
- L163, L164, UPDATE PLANTING AND CHARTS FOR INCREMENT D4, D5.
- E010, ADD POLE LIGHT FIXTURE HEIGHT AND COLOR
- ADD SHEETS SITE LIGHTING CALCULATIONS - E010A, E010B

PETITION PACKET 2ND AMENDMENT LIST

SUBMISSION CHANGES

- ADD SHEET L136 FOCAL POINT PLAN ENLARGEMENT, AND SCULPTURE DESIGN DETAILS.
- CHANGE OF LED LIGHTING ON BUILDING FACADE.

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ISSUE:

PETITION PACKET

PROJECT NO: 830484.001
DATE: 03.19.2018
DRAWN: YW, RB, YJ
CHECKED: SK, YJ

SHEET TITLE:

AMENDMENT LIST

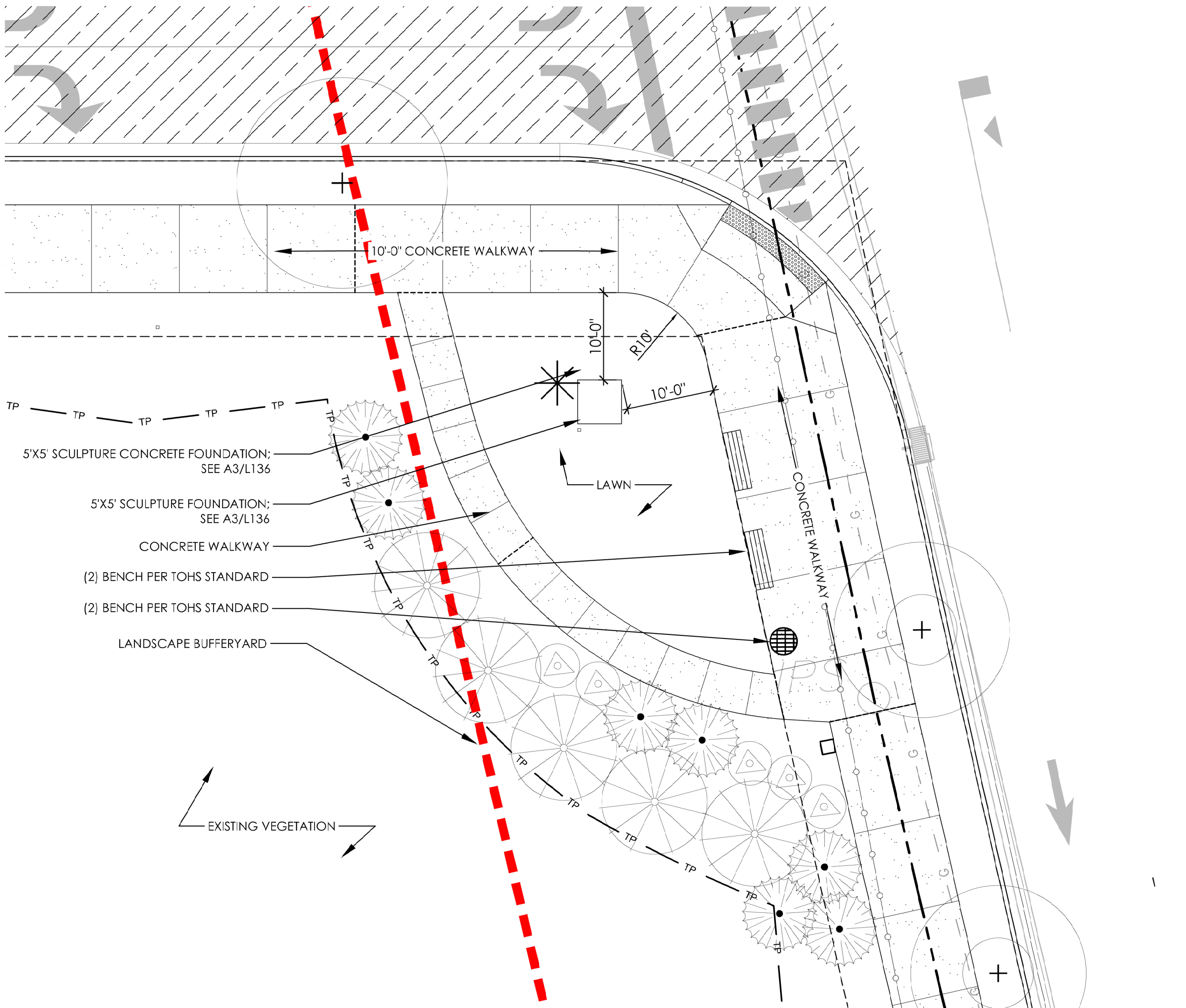
L001

D

C

B

A



A1 FOCAL POINT PLAN ENLARGEMENT
SCALE: 1" = 10'-0"

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N|V|5

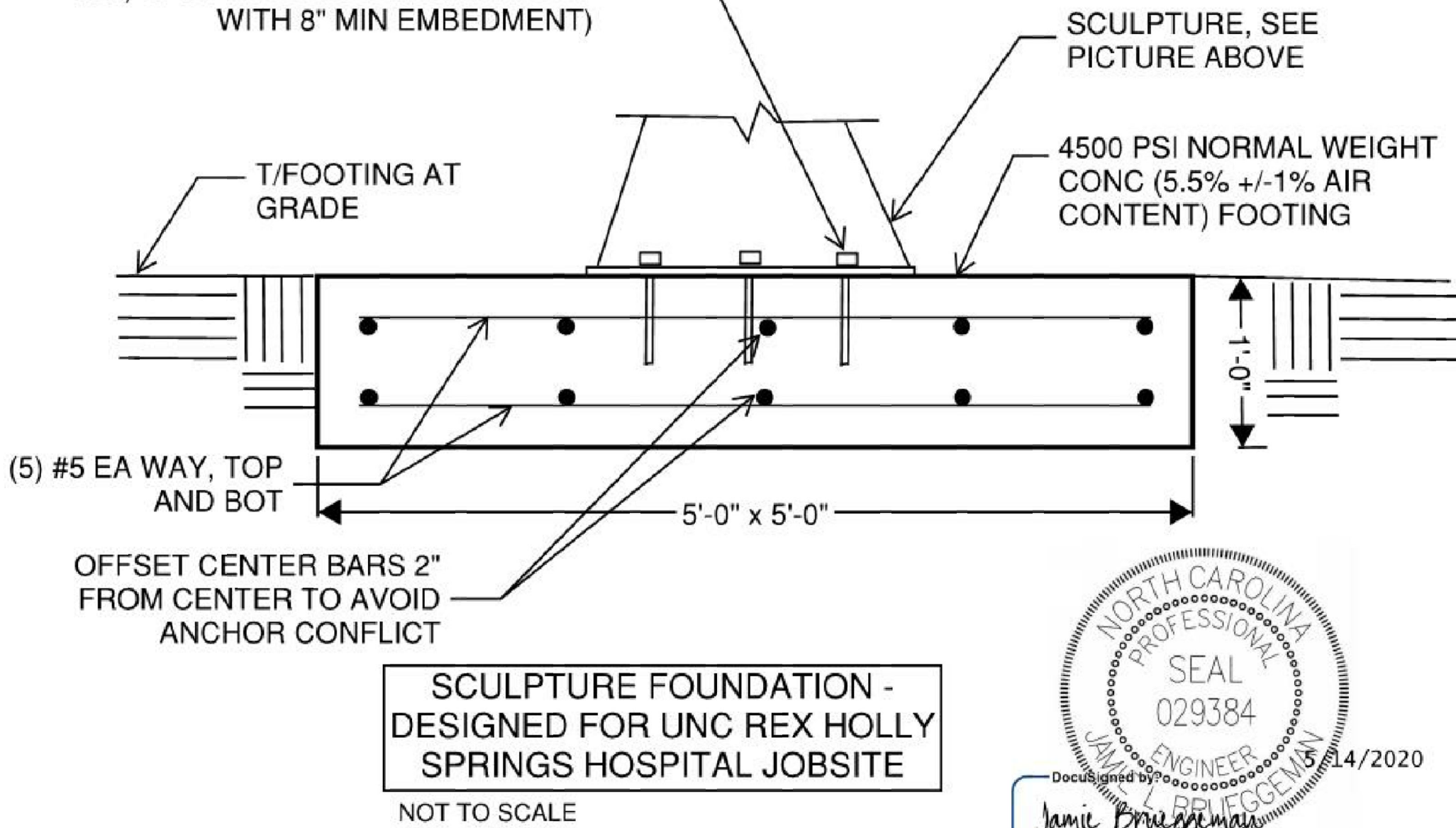


SCULPTURE PICTURE
NOT TO SCALE

ANCHOR SCULPTURE TO FOOTING
USING (6) PRE-
PUNCHED BASE PLATE HOLES:

OPTION 1 - USE (6) 5/8" DIAMETER
HILTI HUS-EZ SCREW ANCHORS (6" MIN EMBEDMENT)

OPTION 2 - USE (6) 5/8" DIAMETER
STAINLESS STEEL ASTM F1554 (36 KSI) CAST-IN-PLACE ANCHOR RODS WITH 8" MIN EMBEDMENT)



6750 Tryon Road | Cary, NC 27518 | www.NV5.com | Office 919.836.4800 | Fax 919.836.4801
CONSTRUCTION QUALITY ASSURANCE - INFRASTRUCTURE - ENERGY - PROGRAM MANAGEMENT - ENVIRONMENTAL

A3 SCULPTURE FOUNDATION DETAIL
SCALE: 1" = 10'-0"

CONSULTANTS

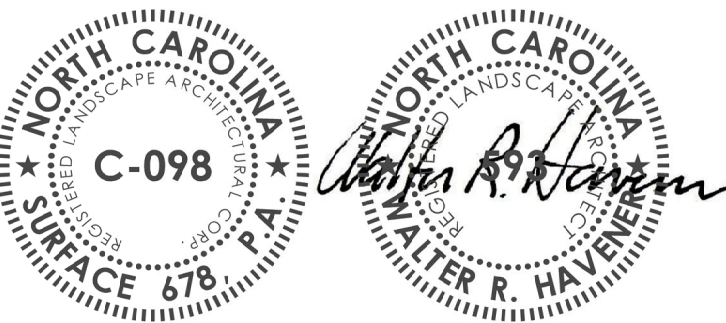
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NO.	REV/SION	DATE
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ISSUE:

PETITION PACKET

PROJECT NO: 830484.001
DATE: 03.19.2018
DRAWN: YW, RB, YJ
CHECKED: SK, YJ

SHEET TITLE:

**FOCAL POINT PLAN
ENLARGEMENT**

L136



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 17.

New Business

Title: Deadly Weapons Ordinances - Ordinance 20-04 and 20-05

Strategic Priority Area: Safe & Friendly

Staff Resource: John Schifano, Town Attorney, Paul Allen, Asst. Town Attorney

Action(s):

- Hold legislative public hearing and receive public comment.
- Approve/deny Ordinance 20-04 - Prohibition on Open Carry or Display of Weapons on Town Property
- Approve/deny Ordinance 20-05 - Prohibition Against Carrying Concealed Handguns on Certain Town Property

Explanation:

- Town Council has recognized that no provision exists in the current Code of Ordinances to regulate the open carry or concealed carry of firearms or other deadly weapons on Town property.
- To address this concern, Town Council has requested ordinance provisions to discuss and potentially address the ability to open carry or conceal carry firearms and other deadly weapons on Town property.

Background:

- At the May 19, 2020 Town Council meeting, a concern was raised by a council member over the lack of restrictions on weapons within Town facilities and athletic areas that are frequented by the citizens and kids of Holly Springs. The Town Council agreed to discuss the topic at a Town Council workshop.
- At the July 14, 2020 Town Council workshop, Council members engaged in a debate on the merits of such an ordinance and received input from Town staff regarding the issue. Town Council, through a vote, directed staff to draft an ordinance to address weapons on Town property for consideration.
- Based on that direction, two separate firearms and weapons related ordinances have been drafted to cover the open carry and concealed carry of firearms and deadly weapons on Town property as well as the penalty and exceptions to such ordinances.

Funding Source(s):

N/A

Attachment(s):

1. 20-05 Prohibition Against Carrying Concealed Handguns on Certain Town Property_Town Council Version
2. 20-04 Prohibition on Open Carry or Display of Weapons_TOWN COUNCIL VERSION

Town Council Business Meeting
August 18, 2020

3. 7-14-20 Workshop Presentation



THE TOWN OF

Holly Springs

Ordinance No.: 20-05

Date Adopted: August 18, 2020

Effective Date: August 18, 2020

AN ORDINANCE TO AMEND THE TOWN CODE OF ORDINANCES OF HOLLY SPRINGS TO CREATE NEW SECTIONS IN CHAPTER 12, PUBLIC SAFETY, ARTICLE VI, DIVISION 3

BE IT ORDAINED by the Holly Springs Town Council of the Town of Holly Springs, North Carolina, that the Code of Ordinances of the Town is amended as follows:

PART 1:

Sec. 12-354. - Prohibition Against Carrying Concealed Handguns on Certain Town Property.

(A) Concealed handguns.

Possession Prohibited. It shall be unlawful for any person to carry or possess any concealed handgun, including any concealed handgun permitted under Article 54B Chapter 14 of the North Carolina General Statutes, on or in any Town-owned or controlled building, or on the appurtenant premises of such buildings at any time, or on or in any Town recreational facilities, athletic fields, and athletic facilities, during any organized scheduled use. The term "during" shall be construed to mean the period of time one hour before until one hour after the organized event is scheduled to take place. Such recreational facilities are specifically identified within the Town corporate limits as:

- a. Ting Park
- b. Bass Lake Park
- c. Womble Park
- d. Veterans Park
- e. Hunt Recreation Center
- f. Sugg Farm
- g. The Pit
- h. Jones Park
- i. Park area at Cass Holt
- j. Mims Park
- k. Town park at Carolina Springs
- l. Any scheduled use of any town picnic shelter

Office of the Mayor

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Email: dick.sears@hollyspringsnc.us

To comply with this section, a permittee of a concealed carry permit shall secure any weapon within the trunk, glove box, or other enclosed compartment within their vehicle.

(B) Posting required. The Town Manager or their designee is hereby authorized and instructed to post conspicuous signage at appropriate locations on or within each Town owned building or recreational facility and the grounds and parking areas of such buildings owned or controlled by the Town, as well as any other appurtenant premises to such buildings, indicating that carrying a concealed handgun is prohibited. The Town Manager or their designee shall exercise discretion in determining the number and appropriate location of signs to be placed.

Sec. 12-355. – Penalty, Exceptions

(A) Penalty. The carrying of a concealed handgun or the open carrying, possession, or display of any firearm or other deadly weapon as defined in Sec. 12-353 and Sec. 12-354, shall constitute a misdemeanor or subject to a fine as provided by G.S. 14-4 as may be imposed in the discretion of the court, or both.

(B) Exceptions. The possession or display of a firearm or other deadly weapon is exempt from the provisions of Sec. 12-354 in the following situations and circumstances:

1. If the possession or display of the firearm, or other weapon, was conducted by a person authorized by law to carry and display such articles or objects as part of their official duties. Such persons include: local law enforcement personnel, military personnel, security guards, state and federal law enforcement, or any other person identified under G.S. 14-269(b)
2. If such possession or display of a firearm or weapon is part of the performance of the duties of a Town employee or contractor.
3. If such possession or display is part of an official program, performance, or Town sponsored or sanctioned event and such possession or display has been previously approved by the Chief of Police.
4. An individual who possessed a weapon in violation of this ordinance during an incident of justified self-defense or defense of another shall not be charged under this ordinance for actions resulting from that incident.

Part 2: REPEAL OF CONFLICTING ORDINANCES

All ordinances or parts of the Town Code of the Town of Holly Springs conflicting or inconsistent with the provisions of this 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

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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 CODE

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 Town Code of Ordinances 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 August 18, 2020 in accordance with the laws of the State of North Carolina.

Adopted this, the 18th day of August, 2020.

Attested to:

Dick Sears, Mayor

Linda McKinney, Town Clerk



Office of the Mayor

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Email: dick.sears@hollyspringsnc.us



THE TOWN OF

Holly Springs

Ordinance No.: 20-04

Date Adopted: August 18, 2020

Effective Date: August 18, 2020

AN ORDINANCE TO AMEND THE TOWN CODE OF ORDINANCES OF HOLLY SPRINGS TO CREATE NEW SECTIONS IN CHAPTER 12, PUBLIC SAFETY, ARTICLE VI, DIVISION 3

BE IT ORDAINED by the Holly Springs Town Council of the Town of Holly Springs, North Carolina, that the Code of Ordinances of the Town is amended as follows:

PART 1:

Sec. 12-353. - Prohibition on Open Carry or Display of Weapons.

(A) Open Carry Prohibited. It shall be unlawful for any person to openly carry, possess, or display a deadly weapon or firearm, including any handgun, pistol, rifle, shotgun, air rifle, BB gun, pellet gun, or any other weapon which fires a missile or other high speed projectile, knives or blades longer than 3 inches and any other deadly weapon as defined under North Carolina General Statute § 14-269(a) on any Town-owned or controlled buildings and any appurtenant premises (including but not limited to parking areas, walk areas, storage areas, or the like), or while on any Town-owned or controlled park, greenway, picnic area, open play area, recreational facility, or athletic facility whether or not it is scheduled for use.

(B) Reserved for future use.

Sec. 12-355. – Penalty, Exceptions

(A) Penalty. The open carrying, possession, or display of any firearm or other deadly weapon as defined in Sec. 12-353, shall constitute a misdemeanor or subject to a fine as provided by G.S. 14-4 as may be imposed in the discretion of the court, or both.

(B) Exceptions. The possession or display of a firearm or other deadly weapon is exempt from the provisions of Sec. 12- 353 and Sec. Sec. 12-354 in the following situations and circumstances:

1. If the possession or display of the firearm, or other weapon, was conducted by a person authorized by law to carry and display such articles or objects as part of their official duties. Such persons include: local law enforcement personnel, military personnel, security guards, state and federal law enforcement, or any other person identified under G.S. 14-269(b)

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2. If such possession or display of a firearm or weapon is part of the performance of the duties of a Town employee or contractor.
3. If such possession or display is part of an official program, performance, or Town sponsored or sanctioned event and such possession or display has been previously approved by the Chief of Police.
4. An individual who possessed a weapon in violation of this ordinance during an incident of justified self-defense or defense of another shall not be charged under this ordinance for actions resulting from that incident.

Part 2: REPEAL OF CONFLICTING ORDINANCES

All ordinances or parts of the Town Code of the Town of Holly Springs conflicting or inconsistent with the provisions of this 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 CODE

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 Town Code of Ordinances 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 August 18, 2020 in accordance with the laws of the State of North Carolina.

Adopted this, the 18th day of August, 2020.

Attested to:

Office of the Mayor

P.O. Box 8 • 128 S. Main Street • Holly Springs, NC 27540 • www.hollyspringsnc.us
Email: dick.sears@hollyspringsnc.us

Dick Sears, Mayor

Linda McKinney, Town Clerk



Office of the Mayor

P.O. Box 8 • 128 S. Main Street • Holly Springs, NC 27540 • www.hollyspringsnc.us
Email: dick.sears@hollyspringsnc.us

Consideration of Potential Weapons Restrictions on Town Property

Town Council Workshop
July 14, 2020



Town of
HOLLY SPRINGS

Purpose:

- Following Council's direction to discuss this topic at the July Workshop, staff will provide background information, legal considerations and available data regarding weapons ordinances in Wake County and weapons at town facilities.

Action:

- For Council Discussion



Parks & Recreation Advisory Committee Recommendation

- **December 2019** - Discussion re: Park Ordinances
- **March 2020** – Motion to recommend to Town Council to pass the park ordinance with possibility to prohibit all firearms (both concealed and open-carry) at town athletic facilities.
 - Focus on “competitive venues”
 - Town owned athletic fields, courts and indoor recreation facilities



General Statute Authorization

- N.C. Gen. Stat. § 14-415.23
 - (a)- It is the intent of the General Assembly to prescribe a uniform system for the regulation of legally carrying a concealed handgun. To insure uniformity, no political subdivisions, boards, or agencies of the State nor any county, city, municipality, municipal corporation, town, township, village, nor any department or agency thereof, may enact ordinances, rules, or regulations concerning legally carrying a concealed handgun. A unit of local government may adopt an ordinance to permit the posting of a prohibition against carrying a concealed handgun, in accordance with G.S. 14-415.11(c), on local government buildings and their appurtenant premises.
 - (b)- A unit of local government may adopt an ordinance to prohibit, by posting, the carrying of a concealed handgun on municipal and county recreational facilities that are specifically identified by the unit of local government. If a unit of local government adopts such an ordinance with regard to recreational facilities, then the concealed handgun permittee may, nevertheless, secure the handgun in a locked vehicle within the trunk, glove box, or other enclosed compartment or area within or on the motor vehicle.



Prohibitions in Other Wake County Municipalities

MUNICIPALITY	OPEN CARRY		CONCEALED	
	Town Facility	Park/Rec. Facility	Town Facility	Park/Rec. Facility
Raleigh	✓	✓	✓	✓
Cary	✓	✓	✓	✓
Garner	✓	✓	✓	✓
Wendell	✓	✓	✓	✓
Rolesville	✓	✓	✓	✓
Morrisville	✓	✓	✓	✓
Apex		✓	✓	✓
Wake Forest		✓	✓	✓
Knightdale	✓		✓	
Fuquay-Varina			✓	✓
Zebulon				
Wake County	✓	✓	✓	



HSPD Service Call Data

- Since 2009, HSPD has had two calls involving weapons on town property. Neither call resulted in charges.
- Apex PD, Cary PD and Fuquay-Varina PD responded that they do not keep statistics on local ordinance violations.



Discussion





Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 18.

New Business

Title: Avent Ferry Commercial Development Plan 19-DP-23

Strategic Priority Area: Responsible & Balanced Growth

Staff Resource: Sean Ryan, Planning & Zoning, Rachel Jones, Engineering

Action(s):

Approve / deny / table Development Plan for Avent Ferry Commercial with the conditions listed in the attachment (*Administrative determination with simple majority*).

Explanation:

- The requested Development Plan is for a 24,827 square foot commercial integrated center located at 1201 Avent Ferry Road.
- The site plan proposes a two-story building with 99 parking spaces.
- An integrated center is an area of development (commercial, industrial, or any combination of commercial/mixed use, industrial and residential uses) of one or more lots or out lots comprised of (a) two or more individual, non-related and separately operated uses in one building sharing common site facilities; (b) one or more buildings containing non-related and separately operated uses occupying a common site, which utilizes one or more combination of common site facilities, such as driveways, parking areas, loading areas, interior access drives, maintenance and similar common services; or, (c) one or more buildings containing non-related and separately operated uses occupying individual sites, which are interrelated by the utilization of one or a combination of common facilities, such as driveways, internal public street or private street network developed in accordance with an approved master plan or preliminary plan of a subdivision, parking areas, loading areas, maintenance or other services.
- A commercial integrated center is a permitted primary use in the LB: Local Business Zoning District. In accordance with Unified Development Ordinance (UDO) Section 9.09 Decision Matrix, the size of the building (greater than 20,000 square feet) requires Planning Board review and Town Council determination.

Planning Board Recommendation:

The Planning Board discussed the following issues and concerns on 05/26/2020:

- The selected site design features to allow a reduced building setback
- The proposed uses for the site and whether the intended office uses may be too limiting
- Interconnectivity with this site and other nearby developments
- The traffic impact analysis and if different types of uses would impact the study
- The required road improvements and other road improvements happening in the area
- Planning Board Recommendation: The Planning Board recommended approval (9-0-0)

Background:

Town Council Business Meeting
August 18, 2020

- Parcel was zoned LB Local Business on June 20, 2007
- Per a Condition of Approval agreed upon and documented on the Action Notice for Autumn Park Subdivision: the Avent Ferry Commercial development is responsible to construct ½ of the ultimate cross section across the adjacent property's frontage, 1251 Avent Ferry Road. The developer has entered into an agreement with the Town for the construction of road widening across 1251 Avent Ferry Rd prior to 2 years after receiving Construction Drawing Approval for the Avent Ferry Commercial development. A performance bond will be issued for this portion of the required road widening.
- The following changes have been made to the Conditions of Approval since Planning Board due to the finalization of the Traffic Impact Analysis and Agreement:
 - Condition #3 was revised to clarify that the thoroughfare widening Agreement applies specifically across the frontage of the parcel adjacent to the project site.
 - Condition #6.a. was revised to specify the fee-in-lieu amount of construction of a 2nd northbound turn lane and signal upgrades at the intersection of Ralph Stephens Road and Avent Ferry Road as \$30,000, which is equivalent to the project's proportionate impact of 15%.
 - Condition #6.g. was added to memorialize the fee-in-lieu amount for construction of northbound through/right turn lane and signal upgrades at the intersection of Piney Grove Wilbon/Ralph Stephens Road/S. Main Street as \$5,400, which is equivalent to the project's proportionate impact of 2.0%.
 - Condition #6.h. was added to memorialize the fee-in-lieu amount for construction of roadway restriping and signal upgrades at the intersection of Cass Holt Road/Avent Ferry Road as \$1,500, which is equivalent to the project's proportionate impact of 5.0%.
 - Conditions #8.a. and #8.b. were removed due to the finalization of the Traffic Impact Analysis and Agreement.

Funding Source(s):

N/A

Attachment(s):

1. 19DP23 AventFerryCommercial Conditions of Approval
2. 19DP23 AventFerryCommercial Petition and Plans



THE TOWN OF

Holly Springs

Development Plan 19-DP-23 for Avent Ferry Commercial

Motion and Conditions of Approval:

Approve / deny / defer Development Plan 19-DP-23 for Avent Ferry Commercial as submitted by The Spaulding Group, Project Number 953-19, dated Revised 07/31/20, with the following conditions:

1. This project will be required to meet Town's NPDES Phase II Post Construction Stormwater Ordinance.
2. Thoroughfare widening across the property frontage is required in accordance with the Unified Development Ordinance (UDO), Engineering Design & Construction Standards and Comprehensive Transportation Plan (CTP) on Ralph Stephens Road and Avent Ferry Road.
3. An agreement has been drafted between Town and Developer to delay the construction of thoroughfare widening across the frontage of the parcel adjacent to the project on Avent Ferry Road for two (2) years. A performance bond will be submitted for this portion of the road improvements.
4. Continue to coordinate required road improvements on Ralph Stephens Road with the adjacent Stephens Tract Townhome project.
5. The following must be submitted with the first Construction Drawing submittal:
 - a. A point-by-point photometric plan for all site lighting (not including public right-of-way street and pedestrian lights) in conformance with lighting levels specified in UDO Section 7.02 shall be submitted to and approved by the Department of Planning & Zoning.
 - b. Thoroughfares, collectors and boulevards will require a calculated pavement design.
 - c. Offsite right-of-way must be dedicated in the form of a recorded plat.
 - d. Any required offsite sewer easements must be dedicated in the form of a recorded plat.
 - e. All items listed on the Stormwater Submittal Checklist, Form #16003.
 - f. A Final Gravity Line Sizing Report.
6. The following must be addressed prior to construction drawing approval and/or issuance of a land disturbance permit:
 - a. Payment of the fee-in-lieu for construction of 2nd northbound left turn lane and signal upgrades at the intersection of Ralph Stephens onto Avent Ferry Road in the amount of \$30,000, which is equivalent to the project's proportionate impact of 15%.
 - b. Payment of the Stormwater Fee-in-Lieu.

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Email: dick.sears@hollyspringsnc.us

- c. If any off site sewer facilities are needed to serve this project and are not completed and accepted by the Town at the time of approval of this preliminary subdivision plan, then these facilities must be completed prior to construction drawing approval unless otherwise approved by the Director of Engineering. The Town is not responsible for completion of off-site sewer facilities, and will not guarantee completion of such facilities by any other party.
 - d. If any off site water facilities are needed to serve this project and are not completed and accepted by the Town at the time of the approval of this plan, then these facilities must be completed prior to construction drawing approval unless otherwise approved by the Director of Engineering. The Town is not responsible for completion of off-site water facilities, and will not guarantee completion of such facilities by any other party. No plats or building permits will be issued by the Town until all necessary on and off-site water infrastructure is completed
 - e. 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 and a maintenance surety in the form of a cash escrow account in the amount of 35% the actual construction cost of the BMP is required at the end of the performance monitoring period for the project.
 - f. All environmental permits must be obtained for the entire project.
 - g. Payment of the fee-in-lieu for construction of northbound through/right turn lane and signal upgrades at the intersection of Piney Grove Wilbon Road/Ralph Stephens Road/S. Main Street in the amount of \$5,400, which is equivalent to the project's proportionate impact of 2.0%.
 - h. Payment of the fee-in-lieu for construction of roadway restriping and signal upgrades at the intersection of Cass Holt Road/Avent Ferry Road in the amount of \$1,500, which is equivalent to the project's proportionate impact of 5.0%.
7. Prior to the submittal of any UDO Permit for Sign Installation for permanent signage, if desired, a Master Sign Plan must be submitted to the Department of Planning & Zoning for review and approved.

Office of the Mayor

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Email: dick.sears@hollyspringsnc.us



Town of Holly Springs

Staff Report to the Planning Board

REQUEST FOR DEVELOPMENT PLAN

Avent Ferry Commercial

19-DP-23

APPLICANT(S):

The Spaulding Group
1611 Jones Franklin Rd, Ste 101
Raleigh, NC 27606

DEVELOPER(S):

1201 Avent Ferry, LLC
1000 Crescent Green, Ste 100
Cary, NC 27518

OWNER(S):

1201 Avent Ferry, LLC
1000 Crescent Green, Ste 100
Cary, NC 27518

LOCATION:

☒ [X] Within Corporate Limits of Holly Springs ☐ [] Within Holly Springs ETJ ☐ [] Annexation Pending

ANTICIPATED REVIEW SCHEDULE:

Planning Board: 05/26/2020
Town Council Action: 06/16/2020

STAFF CONTACTS: Sean Ryan, Planner II
Rachel Jones, Development Review Engineer

ATTACHMENTS:

Petition, Plans

PARCEL INFORMATION			
OWNER	PARCEL #	ZONING	AREA
1201 Avent Ferry LLC	0648674294	LB Local Business	2.54 ac.
TOTAL			2.54 ac

ADJACENT PROPERTY SITE DATA		
	ZONING	EXISTING LAND USE
Subject Property	LB Local Business	Vacant
North	PUD Morgan Park	Gas Station
South	R-MF-8 Multifamily Residential	Vacant (Future Stephens Tract Townhomes)
East	LB Local Business	Vacant
West	LB Local Business	Vacant

PROPERTY HISTORY

Rezoning History

Rezoning Number: 06-REZ-07

Original Zoning: R-20

Proposed Zoning: LB

Approved by Town Council on: 6/20/07

STAFF ANALYSIS

PROJECT OVERVIEW

The Town has received a request for a Development Plan for a 24,827 square foot commercial integrated center located at 1201 Avent Ferry Road. The site plan proposes a two-story building with 99 parking spaces. In accordance with Unified Development Ordinance (UDO) Section 9.09 Decision Matrix, the size of the building (greater than 20,000 square feet) requires Planning Board review and Town Council approval. A commercial integrated center is a permitted primary use in the LB Zoning District.

PLANNING & ZONING

Vision Holly Springs Comprehensive Plan

Land Use & Character

The Land Use & Character Plan has this property designated as Natural Area and Mixed Residential Neighborhood.

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.

Mixed Residential Neighborhood: A Mixed Residential Neighborhood includes several housing types — single dwelling detached, single dwelling attached, and multi-dwelling — that provide a range of home choices (densities) in the same neighborhood. This mixed approach allows residents at all stages of life, with different housing needs and preferences, to live in a multi-generational community for a lifetime. Residents can start in a smaller, less expensive option like an apartment or townhome early in life, and move to larger detached single dwelling homes on

larger lots as their families grow and change. Empty nesters can downsize to a townhome or senior living option without ever leaving the neighborhood.

In a Mixed Residential Neighborhood, homes are oriented toward the street with on-street parking in front of more dense housing options. Some neighborhoods may mix housing types on the same block, or provide accessory dwelling units. Smaller blocks and a grid street network support a well-connected, cohesive community. New Mixed Residential Neighborhoods should include a comprehensive and connected network of open space that provide gathering space; preserve large tree stands; and help manage stormwater run-off. These neighborhoods are organized around a neighborhood-scale park which can serve as a central gathering place, within a five-minute walk of all homes. Smaller open spaces like pocket parks and community gardens are distributed throughout the neighborhood, within a shorter walk of homes.

The density of Mixed Residential Neighborhoods is highest around the central gathering place, where attached and multi-dwelling housing types like townhomes, apartments and condo buildings define the space. Moving out from the center, lots transition from smaller to larger, and become exclusively single dwelling detached. If a Mixed Residential Neighborhood is built adjacent to an existing conventional neighborhood, this variation from more dense to less dense will provide an appropriate transition.

DEVELOPMENT PLAN

Development Standards

Lot Area: 2.54 acres

Minimum Yards:

Required:

Avent Ferry Road: 30' Thoroughfare Yard
(reduction to 20' permitted with design features)
Ralph Stephens Road: 30' Thoroughfare Yard
(reduction to 20' permitted with design features)
Southwest: 10' Yard
Southeast: 20' Bufferyard

Proposed:

Avent Ferry Road: 20' Thoroughfare Yard with design features
Ralph Stephens Road: 20' Thoroughfare Yard with design features
Southwest: 10' Yard
Southeast: 20' Bufferyard

Setbacks:

Required:

Avent Ferry Road: 30' (reduction to 20' permitted with design features)
Ralph Stephens Road: 30' (reduction to 20' permitted with design features)
Southwest: 10'
Southeast: 20'

Proposed:

Avent Ferry Road: 20.03' with design features
Ralph Stephens Road: 20.14' with design features
Southwest: 267'
Southeast: 128.4'

Building Height:

Maximum Permitted: 45', with an increase in building setback if above 35'

Proposed: 35'

Gross Floor Area:

Maximum Permitted: 12,000 square feet main floor area

Proposed: 11,479 square feet gross main floor area
13,348 square feet second floor floor area
24,827 square feet total floor area

Parking & Loading:

Parking:

Required: 4 spaces per 1,000 square feet floor area = 99 spaces + 5 bike spaces

Provided: 99 spaces and 5 bike spaces

Loading

Required: 1 Space

Provided: 1 spaces as pull off loading zone

Outdoor Operations:

No outdoor operations proposed

Landscape Requirements:

Perimeter Yard/Bufferyard

Required:

Avent Ferry Road: 30' Type A-50 Thoroughfare Yard
(reduction to 20' permitted with design features)
Ralph Stephens Road: 30' Type A-50 Thoroughfare Yard
(reduction to 20' permitted with design features)
Southwest: 10' Type A-20 Yard
Southeast: 20' Type C-75 Bufferyard

Proposed:

Avent Ferry Road: 20' Type A-50 Thoroughfare Yard, species include Nuttall Oak and Fringe Tree
Ralph Stephens Road: 20' Type A-50 Thoroughfare Yard, species include Shumard Oak and Dogwood
Southwest: 10' Type A-20 Yard, species include Willow Oak and Chinese Holly
Southeast: 20' Type C-75 Bufferyard, species include Red Spruce, American Holly, Magnolia, and Burford Holly

Foundation

Foundation plantings have been provided on all façades, species include holly and loropetalum shrubs

Interior Parking Lot

All parking lot islands have been landscaped with 1 tree and 4 shrubs, species include hornbeam trees and holly shrubs

Parking Area Screening

Parking area screening has been provided for all parking areas facing adjacent streets and residentially zoned properties, species include viburnum and holly

Tree Preservation Area

Area Required: 10% or 0.25 acres

Area Provided: 10.2% or 0.26 acres of significant natural resource area

No specimen trees were identified on the site.

Developed Recreational Open Space Requirements

Area Required: 0.5% or 553 square feet

Area Provided: 0.58%, 647 square feet, with benches and tables

General Regulations

Trash Containers:

A trash enclosure constructed of the same material as the building with opaque gate is proposed.

Architectural and Site Design Requirements

Building Materials, Colors, Textures, Architecture, Roof Treatment, and Façade Modulation:

Building Materials

Brick and fiber cement panels

Colors

Browns and grays, with orange accent

Textures

A mixture of smooth and rough textures

Roof Treatment

Rooflines feature modulation through change in plan and roof pitch. Rooflines do not exceed 50 feet on primary façades.

Façade Modulation

Building bays modulate and do not exceed 30 feet in width on primary façades

Building Orientation:

The building is oriented towards the corner of Avent Ferry Road and Ralph Stephens Road. The setback has been reduced to create an urban street front as allowed with selected design features in the LB district. The design features include no access drives or parking areas in front of the building and no architectural waivers for building design.

Pedestrian Circulation and Vehicular Area Design (UDO Section 7.09)

Walkways or Pedestrian/Bikeway System Design:

Pedestrian connections to adjacent public streets have been provided.

ENGINEERING

Water Service:

Water service will be provided through connection to a 12" water main in Ralph Stephens Rd to be installed with the approved Stephens Tract Townhomes development. An 8" water main is extended onsite to serve the building and two new fire hydrants.

Sewer Service:

Sewer service will be provided through gravity sewer extension and connection to an off-site sewer manhole to be installed by the Stephens Tract Townhomes development.

Transportation

A Traffic Impact Analysis (TIA) was completed with this project. In accordance with the recommendations in the TIA, this project will pay a fee-in-lieu proportionate to project impact of construction for a 2nd northbound left turn lane from Ralph Stephens onto Avent Ferry Road.

With this development, Avent Ferry Rd and Ralph Stephens Rd will be widened across the project's property frontages to ½ of the ultimate cross-section in accordance with the Town's CTP and ED&CS. The ultimate street cross-sections for Avent Ferry Rd and Ralph Stephens Rd are four-lane, median-divided thoroughfares.

Per a Condition of Approval agreed upon and documented on the Action Notice for Autumn Park Subdivision: the Avent Ferry Commercial development is responsible to construct ½ of the ultimate cross section across the adjacent property's frontage, 1251 Avent Ferry Road. The developer has entered into an agreement with the Town for the construction of road widening across 1251 Avent Ferry Rd prior to 2 years after receiving Construction Drawing Approval for the Avent Ferry Commercial development. A performance bond will be put up for this portion of the required road widening.

Connectivity:

With this development, 5-ft public sidewalk is provided across the property frontage on Ralph Stephens Rd and 8-ft public sidewalk across the frontage on Avent Ferry Rd. The internal 5-ft sidewalk connects to proposed sidewalks on both street frontages.

Environmental:

This project will be required to meet Town's NPDES Phase II Post Construction Stormwater ordinance. This site is located in the Neuse River Basin and will be subject to the applicable rules of that basin.

RECOMMENDATION OF THE PLANNING BOARD

Motion that the Planning Board recommend the Town Council approve / deny #19-DP-23 for Avent Ferry Commercial as submitted by The Spaulding Group, Project Number 953-19, dated Revised 05/08/20 with the following conditions:

- 1. This project will be required to meet Town's NPDES Phase II Post Construction Stormwater Ordinance.**
- 2. Thoroughfare widening across the property frontage is required in accordance with the Unified Development Ordinance (UDO), Engineering Design & Construction Standards and Comprehensive Transportation Plan (CTP) on Ralph Stephens Road and Avent Ferry Road.**
- 3. An agreement has been drafted between Town and Developer to delay the construction of thoroughfare widening across the adjacent parcel on Avent Ferry Road for two (2) years. A performance bond will be submitted for this portion of the road improvements.**
- 4. Continue to coordinate required road improvements on Ralph Stephens Road with the adjacent Stephens Tract Townhome project.**
- 5. The following must be submitted with the first Construction Drawing submittal:**
 - a. A point-by-point photometric plan for all site lighting (not including public right-of-way street and pedestrian lights) in conformance with lighting levels specified in UDO Section 7.02 shall be submitted to and approved by the Department of Planning & Zoning.**
 - b. Thoroughfares, collectors and boulevards will require a calculated pavement design.**

- c. Offsite right-of-way must be dedicated in the form of a recorded plat.
 - d. Any required offsite sewer easements must be dedicated in the form of a recorded plat.
 - e. All items listed on the Stormwater Submittal Checklist, Form #16003.
 - f. A Final Gravity Line Sizing Report.
6. The following must be addressed prior to construction drawing approval and/or issuance of a land disturbance permit:
- a. Payment of the FIL of construction for a 2nd northbound left turn lane from Ralph Stephens onto Avent Ferry Road proportionate to project impact.
 - b. Payment of the Stormwater Fee-in-Lieu.
 - c. If any off site sewer facilities are needed to serve this project and are not completed and accepted by the Town at the time of approval of this preliminary subdivision plan, then these facilities must be completed prior to construction drawing approval unless otherwise approved by the Director of Engineering. The Town is not responsible for completion of off-site sewer facilities, and will not guarantee completion of such facilities by any other party.
 - d. If any off site water facilities are needed to serve this project and are not completed and accepted by the Town at the time of the approval of this plan, then these facilities must be completed prior to construction drawing approval unless otherwise approved by the Director of Engineering. The Town is not responsible for completion of off-site water facilities, and will not guarantee completion of such facilities by any other party. No plats or building permits will be issued by the Town until all necessary on and off-site water infrastructure is completed
 - e. 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 and a maintenance surety in the form of a cash escrow account in the amount of 35% the actual construction cost of the BMP is required at the end of the performance monitoring period for the project.
 - f. All environmental permits must be obtained for the entire project.
7. Prior to the submittal of any UDO Permit for Sign Installation for permanent signage, if desired, a Master Sign Plan must be submitted to the Department of Planning & Zoning for review and approved.
8. The Following must be finalized for this project to remain on the schedule for the June 16th Town Council Meeting:
- a. The agreement being drafted between the Town and the Developer to delay the construction of the thoroughfare widening required across the adjacent property frontage on Avent Ferry Road for two (2) years. must be finalized and signed off on by Town Staff by June 2nd .
 - b. The final review of the TIA and any associated plan changes must be finalized and signed off on by Town Staff by June 2nd .

Agenda Item Completeness Checklist				
	Approved for Distribution			
Staff Member	Yes	No	Initials	Comments
Sean Ryan	X		SR	
Parks & Rec				
Engineering				
Melissa Sigmund	X		MS	

DEVELOPMENT PETITION



The current Filing Fees can be found on-line in the Town of Holly Springs Fee Schedule:
<http://www.hollyspringsnc.us/planning>

Petition Type:

☐ Master Plan

- ☐ New Detailed ☐ New Schematic
☐ Major Amendment ☐ Minor Amendment*

☐ Preliminary Plan- Major Subdivision

- ☐ New ☐ Major Amendment ☐ Minor Amendment*

☒ Development Plan (check all that apply)

- ☒ New ☐ Major Amendment ☐ Minor Amendment*
☒ Gateway Non-Residential/Mixed Use Gross Building Floor Area _____
☐ Non-Gateway Non-Residential/Mixed Use Gross Building Floor Area _____
☐ Multifamily
☐ Residential Development Options or Infill Development Options

☐ Special Exception Use

- ☐ New ☐ Family Child Care Home

* Specify purpose of amendment on Certificate of Plan Revisions

For DPZ Use only

Project # _____

Fees Paid: \$ _____

Date Received: _____

☐ Initial ☐ Revised ☐ Final

Project Information:

Project Name: Avent Ferry Commercial

If this project is part of a previously approved plan, please specify:

PUD/Master Plan/Subdivision _____ Shopping Center/Lot# _____

Project Location: 1201 Avent Ferry Road

Use street address. If none, use the closest intersection

☒ Within Corporate Limits ☐ Within Holly Springs ETJ ☐ Pending Annexation

PIN: 0648674294 Real Estate ID: 0368869

Project Acreage (rounded to nearest tenth): 2.54 Partial Parcel: ☒ No ☐ Yes (additional fee)

Current Zoning: LB:Local Business Proposed Use (see UDO Primary Use List): Retail/Professional Office

Open Space [See UDO Section 7.06(F)(4)]: ☐ Dedication ☐ Fee-in-lieu ☐ Combination ☐ N/A

Waivers Requested: ☒ No ☐ Yes- Specify UDO Section Number(s): _____

If yes, complete and attach appropriate Waiver Petition(s) from Waiver Packet

Scoping Meeting Date: _____ Concept Meeting Date: 9/26/19

If the Concept Meeting Date is not within 8 weeks of the submittal date, another Concept Meeting is required prior to submittal.

Petition Contact Information: (complete each contact in its entirety- please print or type)

Project Applicant/Contact

(check one) ☐ Owner ☐ Owner's Agent ☐ Design Professional ☐ Developer ☒ Other Project Planner

Name Laura Holloman Company The Spaulding Group, PA

Mailing Address 1611 Jones Franklin Road, Suite 101

City Raleigh State NC Zip 27606

Telephone # (919) 854-7990 E-Mail laura@spauldingnorris.com

How would you like to receive staff review comments? ☒ E-Mail ☐ US Mail

How would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified

Design Professional if different than Applicant/Contact

Name Thomas Spaulding Company The Spaulding Group, PA

Mailing Address 1611 Jones Franklin Road, Suite 101

City Raleigh State NC Zip 27606

Telephone # (919) 854-7990 E-Mail tom@spauldingnorris.com

How would you like to receive staff review comments? ☒ E-Mail ☐ US Mail

How would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified

Developer

Name 1201 Aventura LLC Company _____
Mailing Address 1000 Crescent Green, Suite 100
City Cary State NC Zip 27518
Telephone # (919) 854-1175 E-Mail schat@ncrbiz.com
How would you like to receive staff review comments? ☒ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified

Architect

Name Chris Grimes Company ORA Architecture
Mailing Address 510 W. Martin Street, Suite 100
City Raleigh State NC Zip 27603
Telephone # (919) 754-9924 E-Mail chrisg@oraarchitecture.com
How would you like to receive staff review comments? ☒ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified

Landscape Architect

Name Pamela Porter Company TMTLA
Mailing Address 5011 Southpark Drive, Suite 200
City Durham State NC Zip 27713
Telephone # (919) 484-8880 E-Mail pam@tmtla.com
How would you like to receive staff review comments? ☒ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified

Other: _____ (any other contact that should receive comments and correspondence for this project)

Name _____ Company _____
Mailing Address _____
City _____ State _____ Zip _____
Telephone # () _____ Alternate Telephone # () _____
Fax # () _____ E-Mail _____
How would you like to receive staff review comments? ☐ Fax ☐ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☐ Fax ☐ E-Mail ☐ US Mail- Certified

Property Owner - Required

Name Same as Developer Company _____
Mailing Address _____
City _____ State _____ Zip _____
Telephone # () _____ E-Mail _____
How would you like to receive staff review comments? ☐ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☐ E-Mail ☐ US Mail- Certified

Certificate of Submittal Completion

I, Thomas Spaulding, certify that the information provided on this petition, plans and checklist are complete and accurate to the best of my knowledge.

Signature:  Date: 10/18/19

REVISION DETAILS

DEVELOPMENT PLAN FOR:
AVENT FERRY COMMERCIAL
HOLLY SPRINGS, WAKE COUNTY, NORTH CAROLINA
PROJECT # 19-DP-23

DEVELOPER:
SWADESH CHATTERJEE
1000 CRESCENT GREEN, SUITE 100
CARY, NORTH CAROLINA 27518
PHONE: (919) 854-1175
FAX: (919) 233-1533
CONTACT: SWADESH CHATTERJEE, schat@ncrbiz.com

ENGINEER:
SPAULDING & NORRIS, P.A.
972 TRINITY ROAD
RALEIGH, NORTH CAROLINA 27607
PHONE: (919) 854-7990
FAX: (919) 854-7995
CONTACT: THOMAS J. SPAULDING, P.E. email: tom@spauldingnorris.com

ARCHITECT:
ORA ARCHITECTURE
510 W. MARTIN STREET, SUITE 100
RALEIGH, NORTH CAROLINA 27603
PHONE: (919) 754-924
CONTACT: CHRIS GRIMES AIA, email: chrisg@oraarchitecture.net

LANDSCAPE ARCHITECT:
TONY M. TATE LANDSCAPE ARCHITECTURE, PA
5011 SOUTHPARK DRIVE, SUITE 200
DURHAM, NORTH CAROLINA 27713
PHONE: (919) 484-8880
FAX: (919) 484-8881
CONTACT: PAMELA PORTER, RLA, LEED AP, email: pam@tmlla.com

SURVEYOR:
BASS, NIXON & KENNEDY, Inc.
6310 CHAPEL HILL ROAD, SUITE 250
RALEIGH, NORTH CAROLINA 27607
CONTACT: DAN GREGORY, email: dan.gregory@bnkinc.com

AVENT FERRY COMMERCIAL	
ADDRESS:	1201 AVENT FERRY ROAD
TOTAL ACREAGE:	2.54 ACRES
COUNTY:	WAKE
PIN NUMBER:	0648-67-4294
REAL ID:	0368869
TOWNSHIP:	HOLLY SPRINGS TOWNSHIP
PROPOSED USE:	INTEGRATED CENTER
ZONING:	(LB) LOCAL BUSINESS
MINIMUM LOT FRONTAGE:	50'
MAXIMUM ALLOWED HEIGHT:	45' (PROPOSED BUILDING HEIGHT 35')
SETBACKS:	
FRONT (AVENT FERRY RD. & RALPH STEPHENS ROAD)	20'
SOUTH	20'
WEST	10'
OPEN SPACE:	
BASIS OF DETERMINATION:	0.5% OF PROJECT AREA REQUIRED
REQUIRED:	2.54 AC. x 43,560 SQ. FT./AC x .005 = 553.21 SQ. FT.
PROVIDED:	647 SQ. FT. COURTYARD WITH 2 PICNIC TABLES & 2 BENCHES
OFF STREET PARKING REQUIREMENTS:	
INTEGRATED CENTER (4 SPACES / 1,000 SF OF FLOOR AREA OF BUILDING)	
BASIS OF DETERMINATION: BLDG. 1: (4 SPACES/1,000 SF OF FLOOR AREA OF BUILDING)	
(4 SPACES/1,000 SF (APPROX. 24,827 SF)) = 99 SPACES	
OFF STREET PARKING PROVIDED: 99 SPACES* (INCLUDES 4 HIC SPACE, 1 VAN ACCESSIBLE)	

SANITARY SEWER FLOW CALCULATIONS
0.12 GAL/SF x 24,827 SF = 2,980 GPD

SURVEY TIED TO TOWN OF HOLLY SPRINGS DESIGNATED BENCHMARKS

TOWN OF HOLLY SPRINGS MONUMENT "HOLLY SPRINGS"
ELEV. 448.93'
N 692052.7000
E 2049732.3800
LAT N 35°39'05.067"
LONG W 78°49'57.341"

TOWN OF HOLLY SPRINGS MONUMENT "EVENSON"
ELEV. 452.94'
N 689507.8192
E 2049903.8917

TOWN OF HOLLY SPRINGS "BRADLEY"
ELEV. 434.94'
N 688427.8619
E 205363.8529

NOTE:

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 PROJECT MAY BEGIN. DEVELOPMENT FEES ARE DUE BEFORE CONSTRUCTION DRAWING APPROVAL.

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VICINITY MAP
(1" = 500')

INDEX TO PLANS

- | | |
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| C-0.0 | COVER SHEET |
| C-0.1 | EXISTING CONDITIONS |
| C-1.0 | SITE PLAN |
| C-2.0 | UTILITY PLAN |
| C-3.0 | GRADING & STORM DRAINAGE PLAN |
| C-4.0 | ROAD WIDENING PLAN |
| L-1.0 | LANDSCAPE PLAN |
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| A-1.0 | FLOOR PLAN |
| A-2.0 | BUILDING ELEVATIONS |
| A-3.0 | PERSPECTIVE VIEWS |

NO.	REVISION	DATE
1.	PER TOHS COMMENTS	12/15/2019
2.	PER TOHS COMMENTS	1/15/2020
3.	PER TOHS COMMENTS	4/3/2020
4.	PER TOHS COMMENTS	5/6/2020
5.	PER TOHS COMMENTS	7/31/2020

SEAL:

THE SPAULDING GROUP, PA
Planning - civil engineering
1611 Jones Franklin Road Suite 101 Raleigh, NC 27606
Phone (919) 854-7990 Fax (919) 854-7995

PREPARED FOR: FLEE & ASSOCIATES
1000 CRESCENT GREEN, SUITE 100
CARY, NC 27518
DATE: OCTOBER 10, 2019
TSS PIN CERTIFICATION # C-1875

PROJECT ENGINEER:
THOMAS J. SPAULDING
PROJECT CADD DESIGNER:
ADAM N. HOKER
PROJECT SURVEYOR:
BASS, NIXON & KENNEDY

AVENT FERRY COMMERCIAL
HOLLY SPRINGS, NORTH CAROLINA
DEVELOPMENT PLAN
COVER SHEET

DRAWING
SHEET
C-0.0

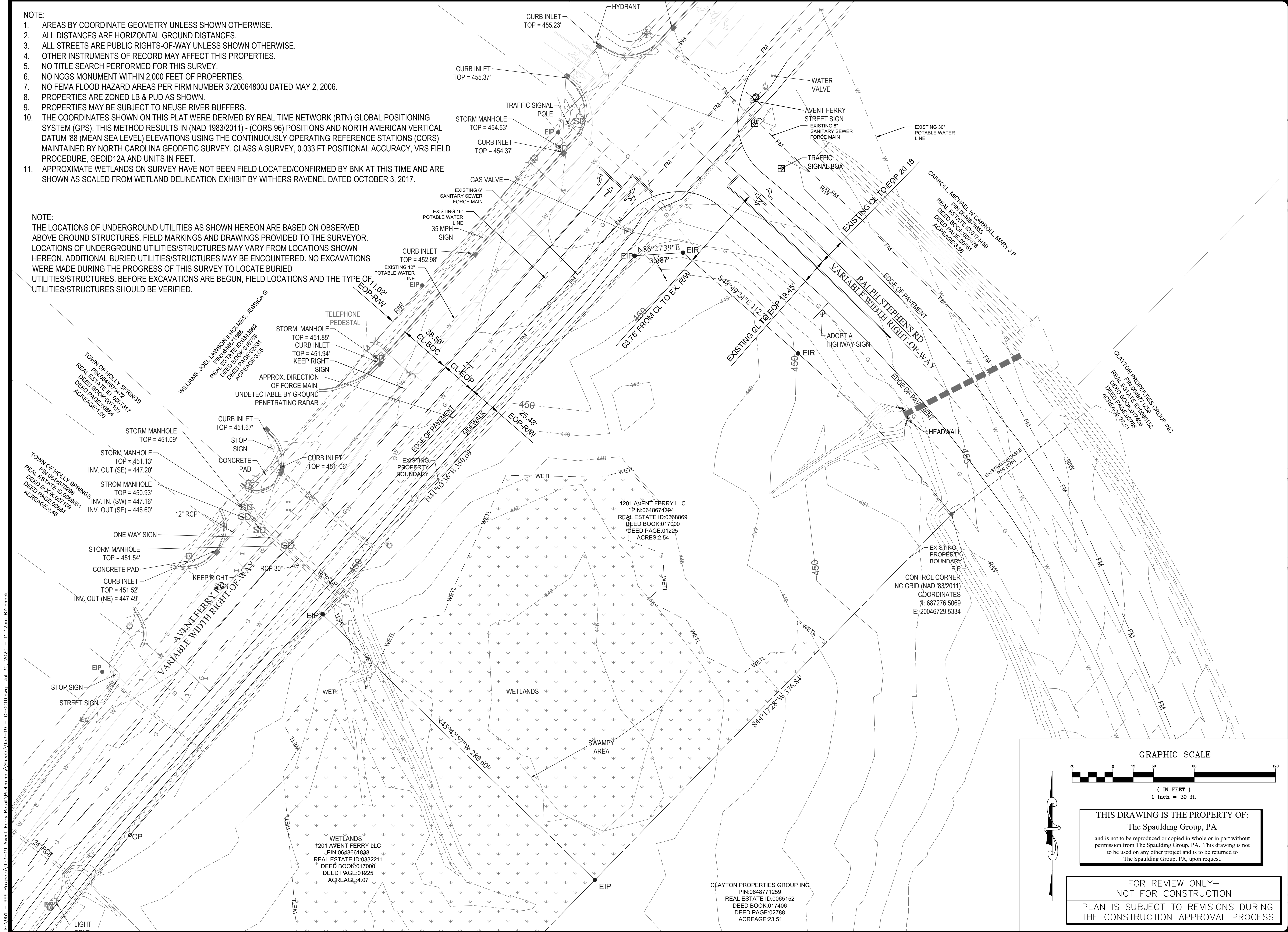
PROJECT NUMBER
939-18

NOTE:

1. AREAS BY COORDINATE GEOMETRY UNLESS SHOWN OTHERWISE.
2. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.
3. ALL STREETS ARE PUBLIC RIGHTS-OF-WAY UNLESS SHOWN OTHERWISE.
4. OTHER INSTRUMENTS OF RECORD MAY AFFECT THIS PROPERTIES.
5. NO TITLE SEARCH PERFORMED FOR THIS SURVEY.
6. NO NCGS MONUMENT WITHIN 2,000 FEET OF PROPERTIES.
7. NO FEMA FLOOD HAZARD AREAS PER FIRM NUMBER 3720064800J DATED MAY 2, 2006.
8. PROPERTIES ARE ZONED LB & PUD AS SHOWN.
9. PROPERTIES MAY BE SUBJECT TO NEUSE RIVER BUFFERS.
10. THE COORDINATES SHOWN ON THIS PLAT WERE DERIVED BY REAL TIME NETWORK (RTN) GLOBAL POSITIONING SYSTEM (GPS). THIS METHOD RESULTS IN (NAD 1983/2011) - (CORS 96) POSITIONS AND NORTH AMERICAN VERTICAL DATUM '88 (MEAN SEA LEVEL) ELEVATIONS USING THE CONTINUOUSLY OPERATING REFERENCE STATIONS (CORS) MAINTAINED BY NORTH CAROLINA GEODETIC SURVEY. CLASS A SURVEY, 0.033 FT POSITIONAL ACCURACY, VRS FIELD PROCEDURE, GEOID12A AND UNITS IN FEET.
11. APPROXIMATE WETLANDS ON SURVEY HAVE NOT BEEN FIELD LOCATED/CONFIRMED BY BNK AT THIS TIME AND ARE SHOWN AS SCALED FROM WETLAND DELINEATION EXHIBIT BY WITHERS RAVENEL DATED OCTOBER 3, 2017.

NOTE:

THE LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON OBSERVED ABOVE GROUND STRUCTURES, FIELD MARKINGS AND DRAWINGS PROVIDED TO THE SURVEYOR. LOCATIONS OF UNDERGROUND UTILITIES/STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES/STRUCTURES MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES. BEFORE EXCAVATIONS ARE BEGUN, FIELD LOCATIONS AND THE TYPE OF UTILITIES/STRUCTURES SHOULD BE VERIFIED.



NO.	REVISION	DATE
1	PER TOHS COMMENTS	12/13/2019
2	PER TOHS COMMENTS	12/13/2019
3	PER TOHS COMMENTS	4/3/2020
4	PER TOHS COMMENTS	5/6/2020
5	PER TOHS COMMENTS	7/31/2020

SEAL:

THOMAS

PROFESSIONAL ENGINEER

CAROLINA

10/10/2019

10/10/2019

THE SPAULDING GROUP, PA

Planning & civil engineering

1611 Jones Franklin Road Suite 101 Raleigh, NC 27606

Phone (919) 854-7990 Fax (919) 854-7995

PREPARED FOR: FEELE & ASSOCIATES 1000 CRESCENT GREEN, SUITE 100 CARY, NC 27518 DATE: OCTOBER 10, 2019 TSS FIRM CERTIFICATION # C-1875	PROJECT ENGINEER: ADAM N. HOKER PROJECT CAD DESIGNER: ADAM N. HOKER PROJECT SURVEYOR: BASS, NIKON & KENNEDY
---	---

AVENT FERRY COMMERCIAL

HOLLY SPRINGS, NORTH CAROLINA

DEVELOPMENT PLAN

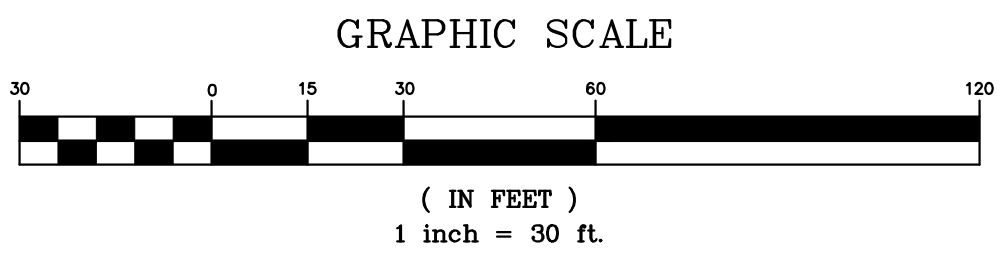
EXISTING CONDITIONS

DRAWING SHEET

C-0.1

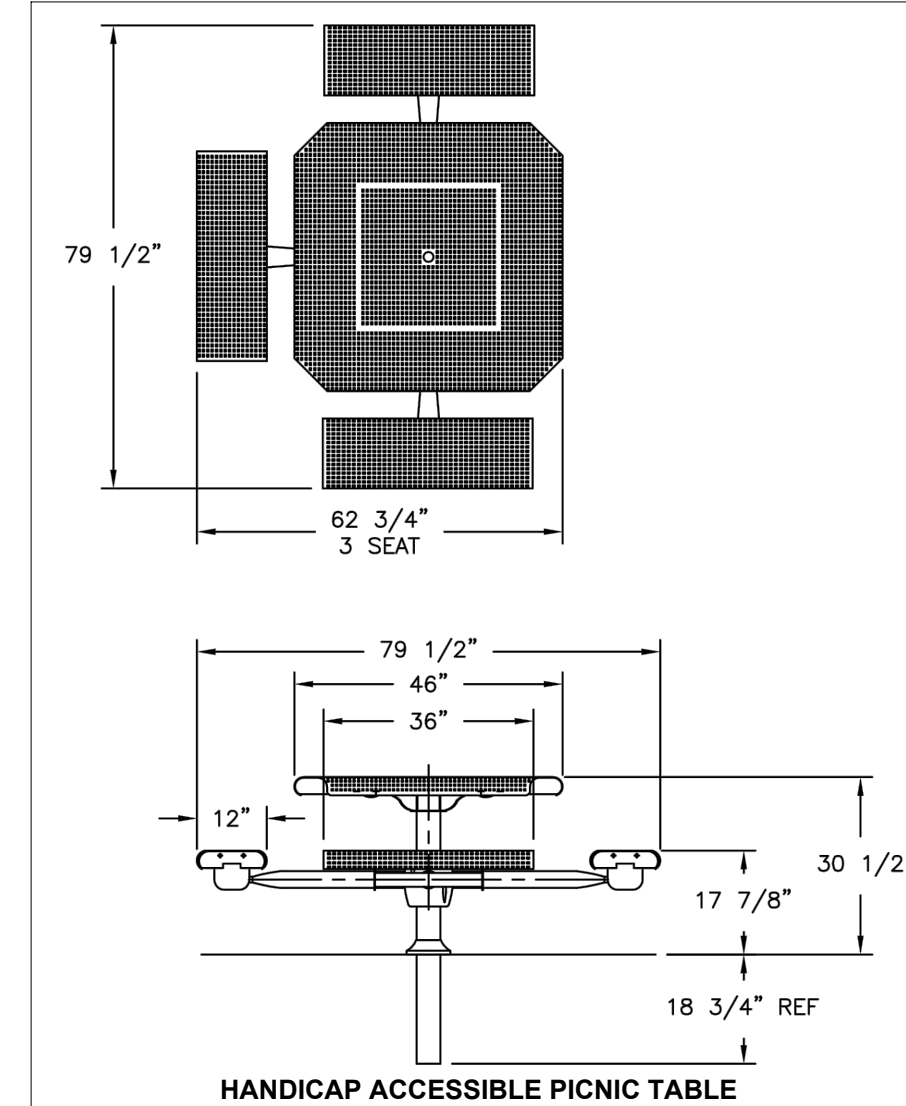
PROJECT NUMBER

953-19



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GENERAL NOTES

1. THE CONTRACTOR SHALL CONTACT * NORTH CAROLINA ONE CALL * AT 800-632-4949 FOR ASSISTANCE IN LOCATING EXISTING UTILITIES. CALL AT LEAST 48 HOURS PRIOR TO ANY DIGGING.
2. EXISTING CONDITIONS AND UTILITIES SHOWN ARE BASED ON INFORMATION PROVIDED BY BASS, NIXON & KENNEDY, INC. THE CONTRACTOR SHALL FIELD VERIFY CONDITIONS PRIOR TO ANY EXCAVATING OR CONSTRUCTION AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES.
3. CONDITIONS INVOLVING PUBLIC WATER, SANITARY SEWER, AND STORM DRAINAGE CONSTRUCTION SHALL BE RESOLVED TO THE SATISFACTION OF THE TOWN OF HOLLY SPRINGS.
4. ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO TOWN OF HOLLY SPRINGS ENGINEERING DESIGN AND CONSTRUCTION STANDARDS.
5. CONSTRUCTION DRAWING APPROVAL IS REQUIRED BEFORE CONSTRUCTION ON THE PROJECT MAY BEGIN. DEVELOPMENT FEES ARE DUE BEFORE CONSTRUCTION DRAWING APPROVAL.
6. BUILDING FOOTPRINT PROVIDED BY ORA ARCHITECTURE.
7. H/C RAMP AND PARKING SPACES SHALL BE CONSTRUCTED IN ACCORDANCE WITH ADA STANDARDS.
8. THE CONTRACTOR IS RESPONSIBLE FOR INVESTIGATING SOIL CONDITIONS ON SITE. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY UNSUITABLE MATERIAL. UPON FIRST CONTACT.
9. H/WAC UTILITIES TO BE FULLY SCREENED.
10. YARD AND SETBACK ALONG AVENUE FERRY RD. AND RALPH STEPHENS RD. HAVE BEEN REDUCED FROM 30' TO 20' PER UDO SECTION 3.02 B. 2. a.

FLOOD INFORMATION

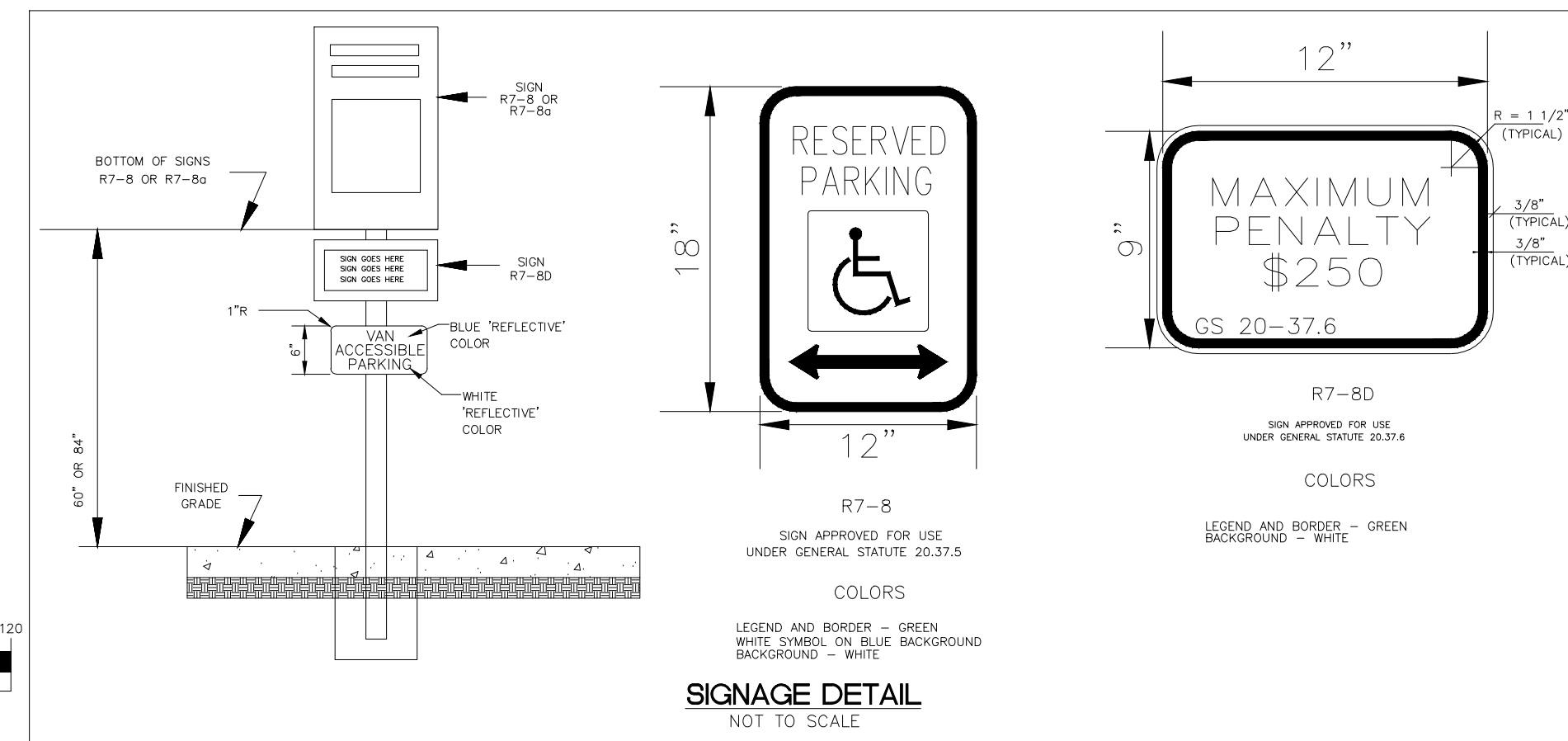
THE SUBJECT PROPERTY IS NOT LOCATED WITHIN A FLOOD HAZARD ZONE.

Diagram illustrating a typical parking section with dimensions:

- 18' PARKING STALL (3' 9.56" x 8' ABC)
- 24' MIN. TRAVEL LANE (3' 9.56" x 8' ABC)
- 18' PARKING STALL (3' 9.56" x 8' ABC)
- 30" CURB & GUTTER

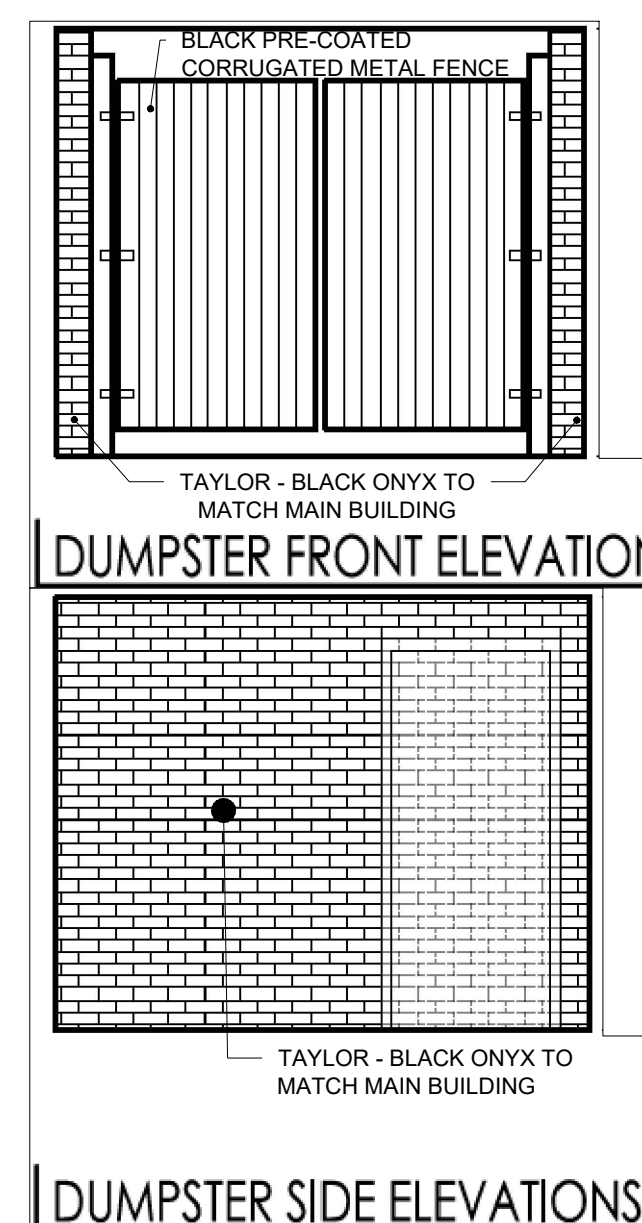
TYPICAL PARKING SECTION

THIS PROJECT 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 3.02JM



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3.	PER TOHS COMMENTS	4/3/2020
4.	PER TOHS COMMENTS	5/8/2020
5.	PER TOHS COMMENTS	7/31/2020

SEAL: 

 **THE SPAULDING GROUP, PA**
planning • civil engineering
1611 Jones Franklin Road Suite 101 Raleigh, NC 27606
Phone (219) 854-7990 Fax (219) 854-1925

PREPARED FOR :	SPADASH CHATTERJEE & ASSOCIATES
	1000 CRESCENT GREEN, SUITE 100
	CARR. NO. 275/18
DATE :	OCTOBER 10, 2019
	TSG FIRM CERTIFICATION #: C-1875
PROJECT ENGINEER:	THOMAS J. SPALDING
PROJECT CAD/D DESIGNER:	ADAM N. HOOKER
PROJECT SURVEYOR:	BASS, NIXON & KENNEDY

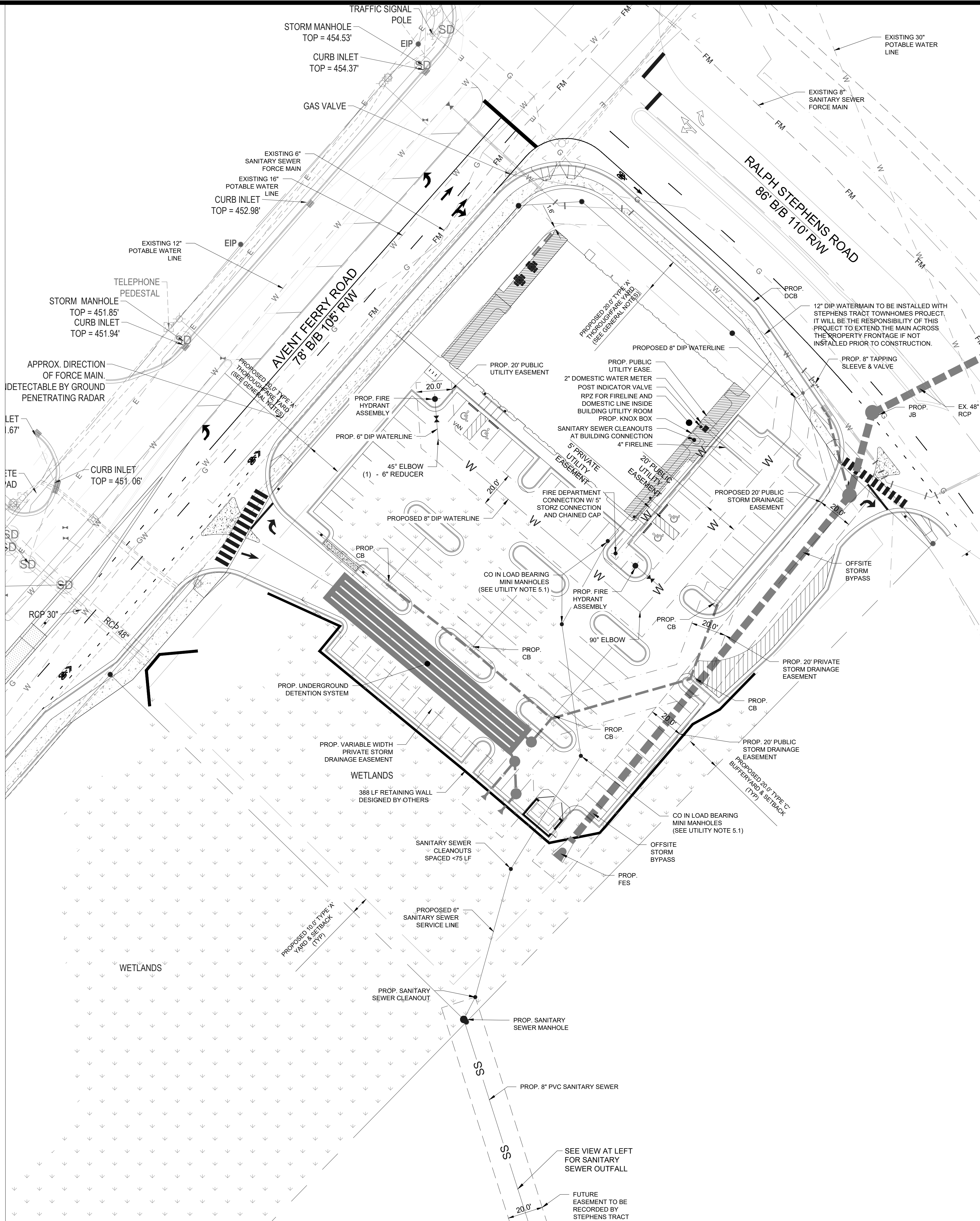
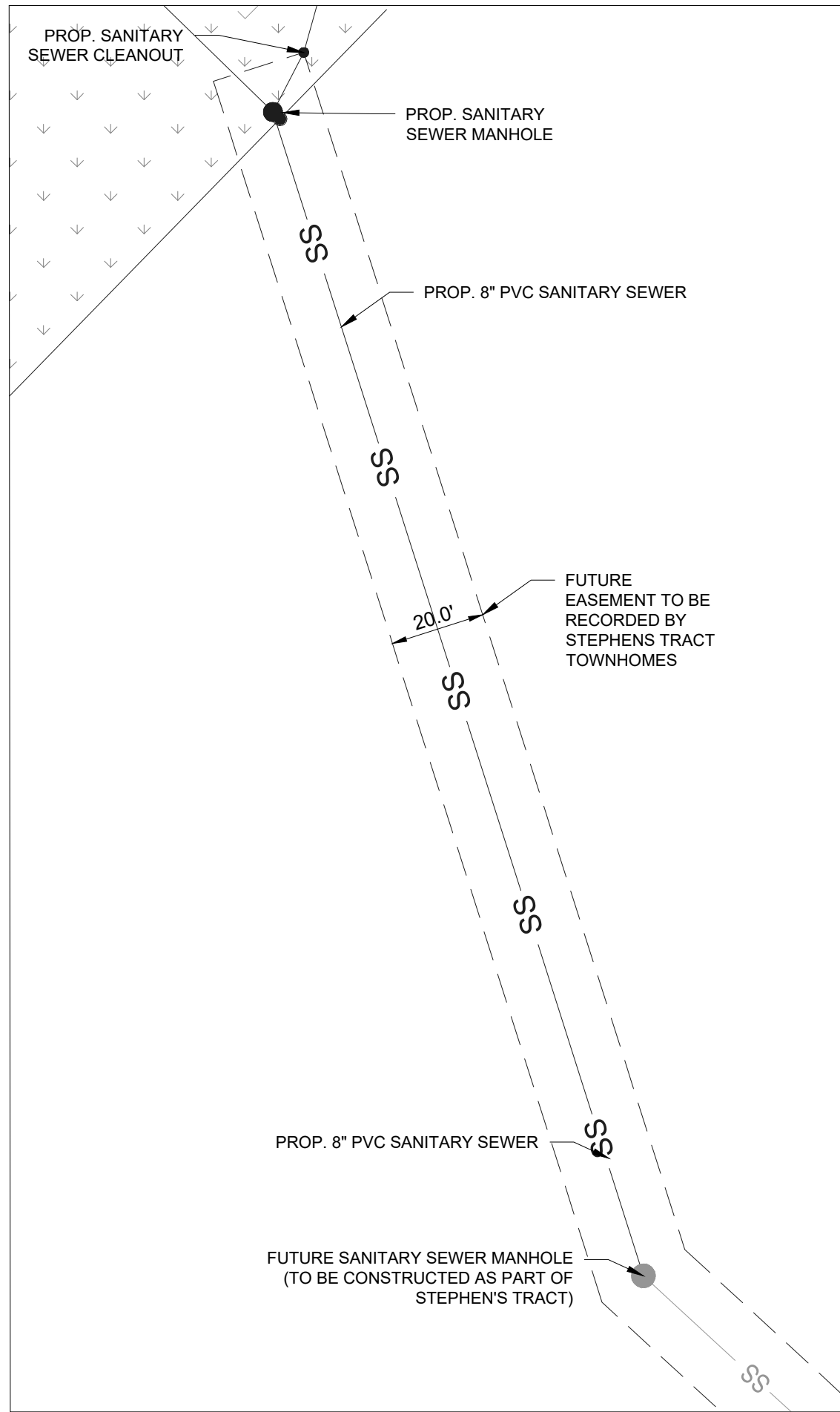
DAVENT FERRY COMMERCIAL
HOLLY SPRINGS, NORTH CAROLINA

DEVELOPMENT PLAN

SITE PLAN

DRAWING
SHEET
C-1.0
PROJECT NUMBER
953-19

SANITARY SEWER OUTFALL



AVENT FERRY COMMERCIAL

ADDRESS: 1201 AVENT FERRY ROAD
TOTAL ACREAGE: 2.54 ACRES
COUNTY: WAKE
PIN NUMBER: 0648-67-4294
REAL ID: 0368869
TOWNSHIP: HOLLY SPRINGS TOWNSHIP
PROPOSED USE: INTEGRATED CENTER
ZONING: (LB) LOCAL BUSINESS
MINIMUM LOT FRONTAGE: 50'
MAXIMUM ALLOWED HEIGHT: 45' (PROPOSED BUILDING HEIGHT 35')
SETBACKS:
FRONT (AVENT FERRY RD. & RALPH STEPHENS ROAD) 20'
SOUTH 20'
WEST 10'
OPEN SPACE:
BASIS OF DETERMINATION: 0.5% OF PROJECT AREA REQUIRED
REQUIRED: 2.54 AC. x 43,560 SQ. FT./AC x .005 = 553.21 SQ. FT.
PROVIDED: 647 SQ. FT. COURTYARD WITH 2 PICNIC TABLES & 2 BENCHES
OFF STREET PARKING REQUIREMENTS:
INTEGRATED CENTER (4 SPACES / 1,000 SF OF FLOOR AREA OF BUILDING)
BASIS OF DETERMINATION: BLDG. 1: (4 SPACES/1,000 SF OF FLOOR AREA OF BUILDING)
(4 SPACES/1,000 SF (APPROX. 24,827 SF)) = 99 SPACES
OFF STREET PARKING PROVIDED: 99 SPACES* (INCLUDES 4 HIC SPACE, 1 VAN ACCESSIBLE)

GENERAL NOTES

- THE CONTRACTOR SHALL CONTACT "NORTH CAROLINA ONE CALL" AT 800-632-4949 FOR ASSISTANCE IN LOCATING EXISTING UTILITIES. CALL AT LEAST 48 HOURS PRIOR TO ANY DIGGING.
- EXISTING CONDITIONS AND UTILITIES SHOWN ARE BASED ON INFORMATION PROVIDED BY BASS, NIXON & KENNEDY, INC. THE CONTRACTOR SHALL FIELD VERIFY CONDITIONS PRIOR TO STARTING CONSTRUCTION AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES. CONFLICTS INVOLVING PUBLIC WATER, SANITARY SEWER, AND STORM DRAINAGE CONSTRUCTION SHALL BE RESOLVED TO THE SATISFACTION OF THE TOWN OF HOLLY SPRINGS.
- ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO TOWN OF HOLLY SPRINGS ENGINEERING DESIGN AND CONSTRUCTION STANDARDS.
- CONSTRUCTION DRAWING APPROVAL IS REQUIRED BEFORE CONSTRUCTION ON THE PROJECT MAY BEGIN. DEVELOPMENT FEES ARE DUE BEFORE CONSTRUCTION DRAWING APPROVAL.
- BUILDING FOOTPRINT PROVIDED BY ORA ARCHITECTURE.
- HIC RAMPS AND PARKING SPACES SHALL BE CONSTRUCTED IN ACCORDANCE WITH ADA STANDARDS.
- THE CONTRACTOR IS RESPONSIBLE FOR INVESTIGATING SOIL CONDITIONS ON SITE. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY UNSUITABLE MATERIAL UPON FIRST CONTACT.
- HVAC UNITS TO BE FULLY SCREENED.
- YARD AND SETBACK ALONG AVENT FERRY RD. AND RALPH STEPHENS RD. HAVE BEEN REDUCED FROM 30' TO 20' PER UDO SECTION 3.02 B. 2. a.

STANDARD UTILITY NOTES (AS APPLICABLE):

- ALL MATERIALS & CONSTRUCTION METHODS SHALL BE IN ACCORDANCE WITH TOWN OF HOLLY SPRINGS DESIGN STANDARDS, DETAILS & SPECIFICATIONS (REFERENCE: CORPUD HANDBOOK, CURRENT EDITION).
- ANY NECESSARY FIELD REVISIONS ARE SUBJECT TO REVIEW & APPROVAL OF AN AMENDED PLAN &/OR PROFILE BY THE TOWN OF HOLLY SPRINGS PUBLIC UTILITIES DEPARTMENT PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL MAINTAIN CONTINUOUS WATER & SEWER SERVICE TO EXISTING RESIDENCES & BUSINESSES THROUGHOUT CONSTRUCTION OF PROJECT. ANY NECESSARY SERVICE INTERRUPTIONS SHALL BE PRECEDED BY A 24 HOUR ADVANCE NOTICE TO THE TOWN OF HOLLY SPRINGS PUBLIC UTILITIES DEPARTMENT.
- INSTALL 2" COPPER WATER SERVICES WITH METERS LOCATED AT ROW OR WITHIN A 5'x5' WATERLINE EASEMENT IMMEDIATELY ADJACENT. NOTE: IT IS THE APPLICANT'S RESPONSIBILITY TO PROPERLY SIZE THE WATER SERVICE FOR EACH CONNECTION TO PROVIDE ADEQUATE FLOW & PRESSURE.
- INSTALL 6" PVC SEWER SERVICES @ 1.0% MINIMUM GRADE WITH CLEANOUTS LOCATED AT ROW OR EASEMENT LINE.
 - CLEANOUTS IN THE PARKING LOT DRIVE AISLES ARE REQUIRED TO BE TRAFFIC LOAD BEARING MINI MANHOLES IN ACCORDANCE WITH ED&CS SECTION 7.04.
- ALL ENVIRONMENTAL PERMITS APPLICABLE TO THE PROJECT MUST BE OBTAINED FROM NCDWQ, USACE &/OR FEMA FOR ANY RIPARIAN BUFFER, WETLAND &/OR FLOODPLAIN IMPACTS (RESPECTIVELY) PRIOR TO CONSTRUCTION.
- CROSS-CONNECTION CONTROL PROTECTION DEVICES ARE REQUIRED BASED ON DEGREE OF HEALTH HAZARD INVOLVED AS LISTED IN APPENDIX-B OF THE RULES GOVERNING PUBLIC WATER SYSTEMS IN NORTH CAROLINA. THESE GUIDELINES ARE THE MINIMUM REQUIREMENTS. THE DEVICES SHALL MEET AMERICAN SOCIETY OF SANITARY ENGINEERING (ASSE) STANDARDS OR BE ON THE UNIVERSITY OF SOUTHERN CALIFORNIA APPROVAL LIST. THE DEVICES SHALL BE INSTALLED AND TESTED (BOTH INITIAL AND PERIODIC TESTING THEREAFTER) IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS OR THE LOCAL CROSS-CONNECTION CONTROL PROGRAM, WHICHEVER IS MORE STRINGENT. CONTACT JOANNE HELVEY AT (919) 212-5923 OR FOR MORE INFORMATION.
- ALL CONSTRUCTION SHALL BE REQUIRED TO COMPLY WITH THE TOWN OF HOLLY SPRINGS ORDINANCE FOR THE CONTROL OF BACKFLOW AND CROSS CONNECTION NO. 03-09.
- ALL NON-RESIDENTIAL SERVICES SHALL BE PROVIDED WITH REDUCE PRINCIPLE BACKFLOW PREVENTION INSTALLED IN ACCORDANCE WITH THE STATE OF NORTH CAROLINA AND THE FOUNDATION FOR CROSS CONNECTION CONTROL AND HYDRAULIC RESEARCH AT THE UNIVERSITY OF SOUTH CAROLINA (USC) AND AWWA STANDARD C-511.

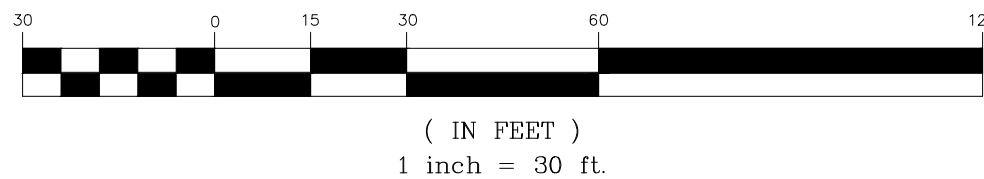
SANITARY SEWER FLOW CALCULATIONS

0.12 GAL/SF x 24,827 SF = 2,980 GPD

FLOOD INFORMATION

THE SUBJECT PROPERTY IS NOT LOCATED WITHIN A FLOOD HAZARD ZONE

GRAPHIC SCALE



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THE SPAULDING GROUP, PA
Planning • civil engineering
1611 Jones Franklin Road Suite 101 Raleigh, NC 27606
Phone (919) 854-7990 Fax (919) 854-7995

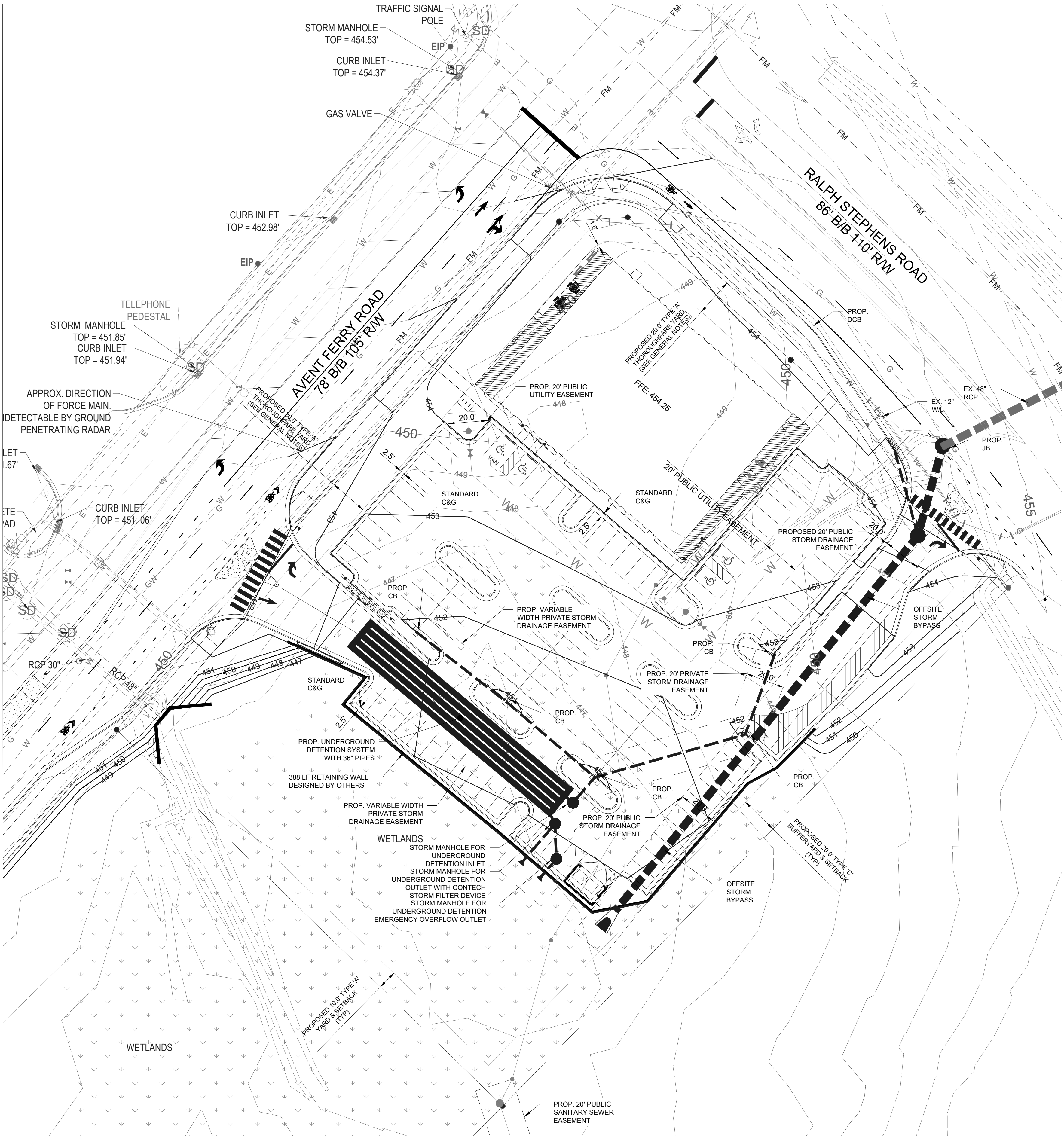
PREPARED FOR: FEELE & ASSOCIATES
1000 CRESCENT GREEN, SUITE 100
CARY, NC 27518
DATE: OCTOBER 10, 2019
TSS FIRM CERTIFICATION # C-1875
PROJECT ENGINEER: JEFFREY L. FEELE
PROJECT CADD DESIGNER: ADAM N. HOOKER
PROJECT SUPERVISOR: BASS, NIXON & KENNEDY

AVENT FERRY COMMERCIAL
HOLLY SPRINGS, NORTH CAROLINA
DEVELOPMENT PLAN
UTILITY PLAN

DRAWING
SHEET

C-2.0

PROJECT NUMBER
953-19

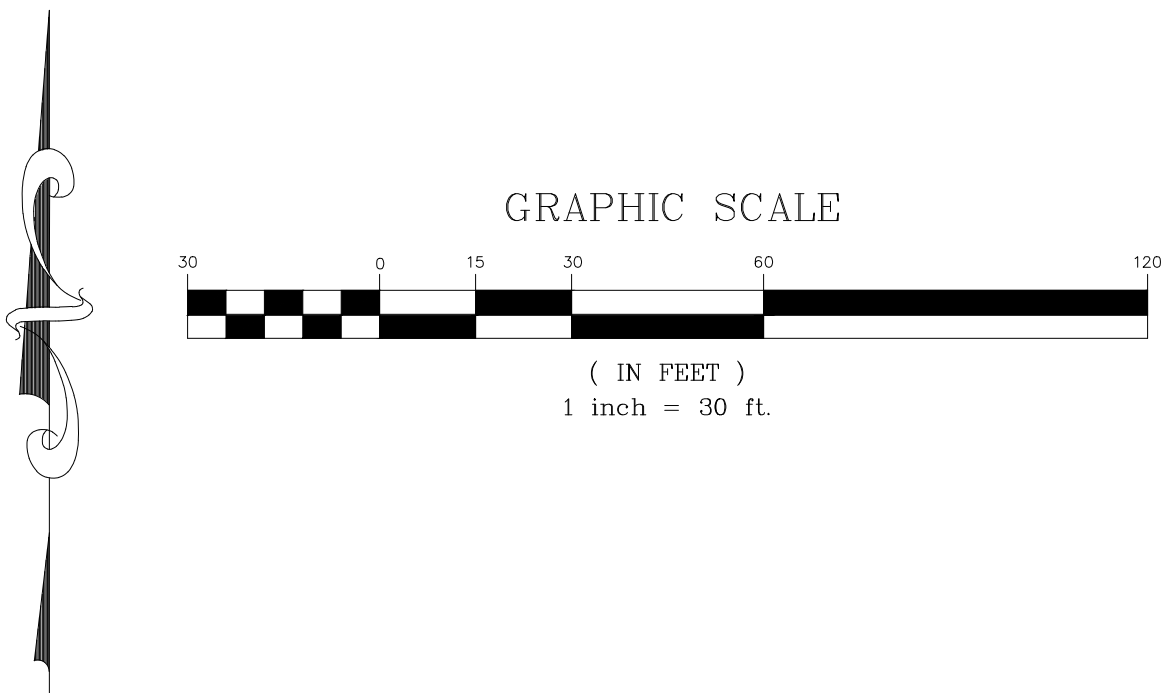


AVENT FERRY COMMERCIAL	
ADDRESS:	1201 AVENT FERRY ROAD
TOTAL ACREAGE:	2.54 ACRES
COUNTY:	WAKE
PIN NUMBER:	0648-67-4294
REAL ID:	0368869
TOWNSHIP:	HOLLY SPRINGS TOWNSHIP
PROPOSED USE:	INTEGRATED CENTER
ZONING:	(LB) LOCAL BUSINESS
MINIMUM LOT FRONTAGE:	50'
MAXIMUM ALLOWED HEIGHT:	45' (PROPOSED BUILDING HEIGHT 35')
SETBACKS:	
FRONT (AVENT FERRY RD. & RALPH STEPHENS ROAD)	20'
SOUTH	20'
WEST	10'
OPEN SPACE:	
BASIS OF DETERMINATION: 0.5% OF PROJECT AREA REQUIRED	
REQUIRED: 2.54 AC. x 43,560 SQ. FT./AC x .005 = 553.21 SQ. FT.	
PROVIDED: 647 SQ. FT. COURTYARD WITH 2 PICNIC TABLES & 2 BENCHES	
OFF STREET PARKING REQUIREMENTS:	
INTEGRATED CENTER (4 SPACES / 1,000 SF OF FLOOR AREA OF BUILDING)	
BASIS OF DETERMINATION: BLDG. 1: (4 SPACES/1,000 SF OF FLOOR AREA OF BUILDING)	
(4 SPACES/1,000 SF (APPROX. 24,827 SF)) = 99 SPACES	
OFF STREET PARKING PROVIDED: 99 SPACES* (INCLUDES 4 HIC SPACE, 1 VAN ACCESSIBLE)	

- GENERAL NOTES
1. THE CONTRACTOR SHALL CONTACT "NORTH CAROLINA ONE CALL" AT 800-632-4949 FOR ASSISTANCE IN LOCATING EXISTING UTILITIES. CALL AT LEAST 48 HOURS PRIOR TO ANY DIGGING.
 2. EXISTING CONDITIONS AND UTILITIES SHOWN ARE BASED ON INFORMATION PROVIDED BY BASS, NIXON & KENNEDY, INC. THE CONTRACTOR SHALL FIELD VERIFY CONDITIONS PRIOR TO STARTING CONSTRUCTION AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES. CONFLICTS INVOLVING PUBLIC WATER, SANITARY SEWER, AND STORM DRAINAGE CONSTRUCTION SHALL BE RESOLVED TO THE SATISFACTION OF THE TOWN OF HOLLY SPRINGS.
 3. ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO TOWN OF HOLLY SPRINGS ENGINEERING DESIGN AND CONSTRUCTION STANDARDS.
 4. CONSTRUCTION DRAWING APPROVAL IS REQUIRED BEFORE CONSTRUCTION ON THE PROJECT MAY BEGIN. DEVELOPMENT FEES ARE DUE BEFORE CONSTRUCTION DRAWING APPROVAL.
 5. BUILDING FOOTPRINT PROVIDED BY ORA ARCHITECTURE.
 6. HIC RAMP AND PARKING SPACES SHALL BE CONSTRUCTED IN ACCORDANCE WITH ADA STANDARDS.
 7. THE CONTRACTOR IS RESPONSIBLE FOR INVESTIGATING SOIL CONDITIONS ON SITE. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY UNSUITABLE MATERIAL UPON FIRST CONTACT.
 8. HVAC UNITS TO BE FULLY SCREENED.
 9. YARD AND SETBACK ALONG AVENT FERRY RD. AND RALPH STEPHENS RD. HAVE BEEN REDUCED FROM 30' TO 20' PER UDO SECTION 3.02 B. 2. a.

FLOOD INFORMATION

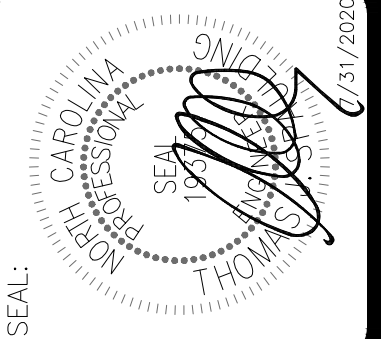
THE SUBJECT PROPERTY IS NOT LOCATED WITHIN A FLOOD HAZARD ZONE



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THE CONSTRUCTION APPROVAL PROCESS

NO.	REVISION	DATE
1.	PER TOHS COMMENTS	12/13/2019
2.	PER TOHS COMMENTS	1/13/2020
3.	PER TOHS COMMENTS	4/3/2020
4.	PER TOHS COMMENTS	5/6/2020
5.	PER TOHS COMMENTS	7/31/2020

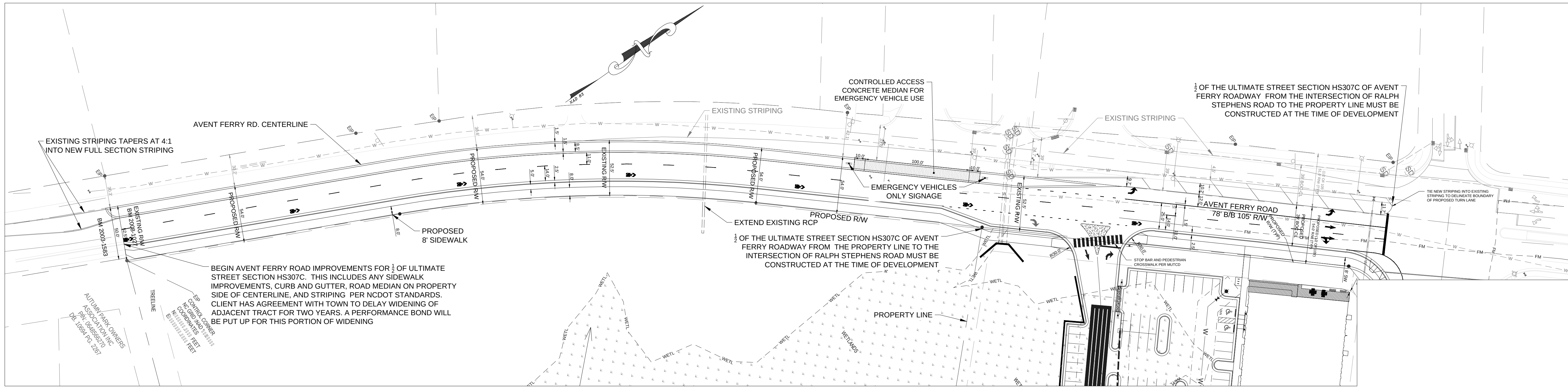


THE SPAULDING GROUP, PA
planning • civil engineering
1611 Jones Franklin Road Suite 101 Raleigh, NC 27606
Phone (919) 854-7990 Fax (919) 854-7995

PREPARED FOR: FEELE & ASSOCIATES
1000 CRESCENT GREEN, SUITE 100
DARY, NC 27518
DATE: OCTOBER 10, 2019
TSS FIRM CERTIFICATION # C-1875
PROJECT ENGINEER: ADAM N. HODNER
PROJECT CADD DESIGNER: ADAM N. HODNER
PROJECT SUPERVISOR: ADAM N. HODNER
BASS, NIXON & KENNEDY

AVENT FERRY COMMERCIAL
HOLLY SPRINGS, NORTH CAROLINA
DEVELOPMENT PLAN
GRADING & STORM DRAINAGE

DRAWING
SHEET
C-3.0
PROJECT NUMBER
953-19



AVENT FERRY ROAD

105' R/W 78'BB

TAPER DESIGN:
POSTED SPEED: 35
DESIGN SPEED: 40
TAPER RATIO: (40'40')/60=26.667:1

GRAPHIC SCALE

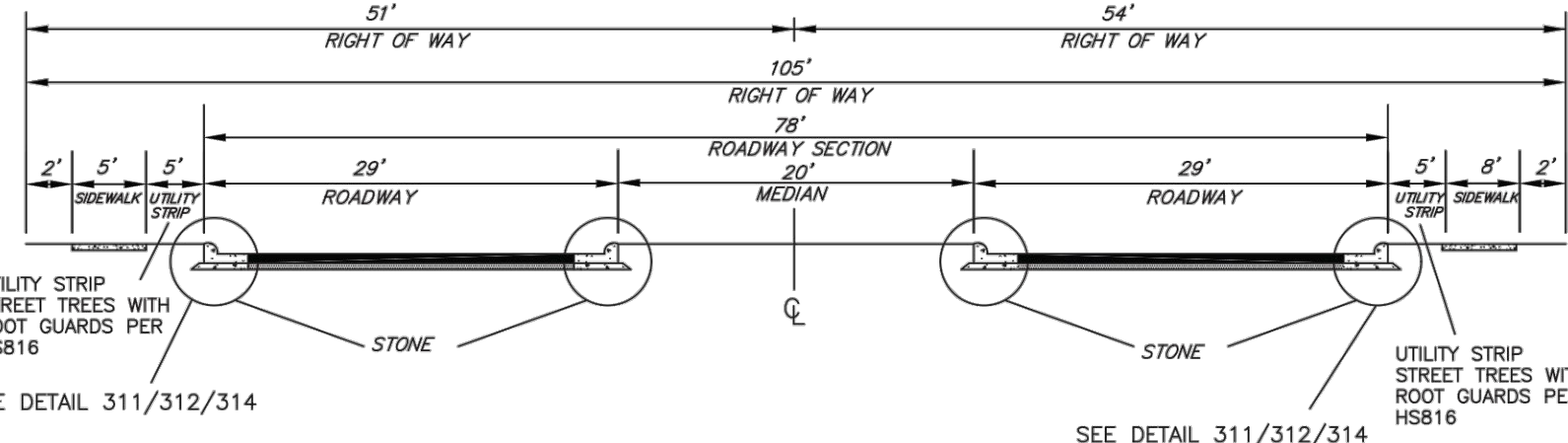
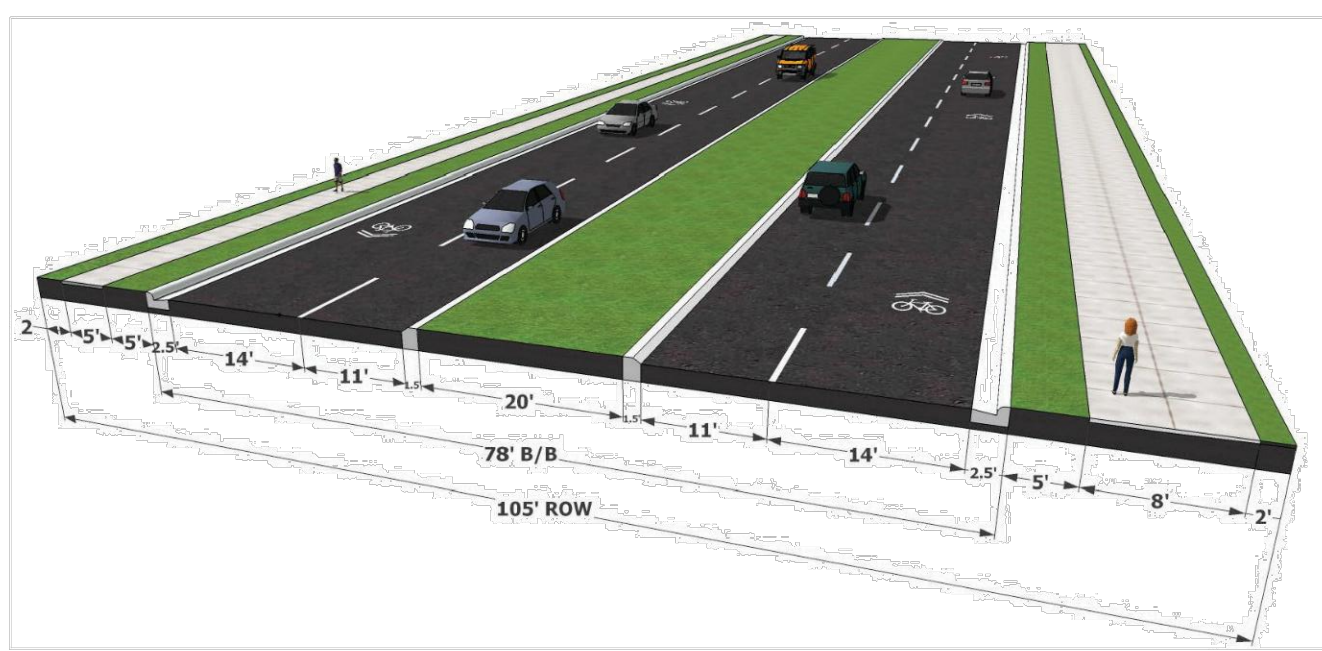


(IN FEET)

1 inch = 50 ft.

- GENERAL NOTES
1. THE CONTRACTOR SHALL CONTACT "NORTH CAROLINA ONE CALL" AT 800-632-4949 FOR ASSISTANCE IN LOCATING EXISTING UTILITIES. CALL AT LEAST 48 HOURS PRIOR TO ANY DIGGING.
 2. EXISTING CONDITIONS AND UTILITIES SHOWN ARE BASED ON INFORMATION PROVIDED BY BASS, NIXON & KENNEDY, INC. THE CONTRACTOR SHALL FIELD VERIFY CONDITIONS PRIOR TO STARTING CONSTRUCTION AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES. CONFLICTS INVOLVING PUBLIC WATER, SANITARY SEWER, AND STORM DRAINAGE CONSTRUCTION SHALL BE RESOLVED TO THE SATISFACTION OF THE TOWN OF HOLLY SPRINGS.
 3. ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO TOWN OF HOLLY SPRINGS ENGINEERING DESIGN AND CONSTRUCTION STANDARDS.
 4. CONSTRUCTION DRAWING APPROVAL IS REQUIRED BEFORE CONSTRUCTION ON THE PROJECT MAY BEGIN. DEVELOPMENT FEES ARE DUE BEFORE CONSTRUCTION DRAWING APPROVAL.
 5. BUILDING FOOTPRINT PROVIDED BY ORA ARCHITECTURE.
 6. HIC RAMPS AND PARKING SPACES SHALL BE CONSTRUCTED IN ACCORDANCE WITH ADA STANDARDS.
 7. THE CONTRACTOR IS RESPONSIBLE FOR INVESTIGATING SOIL CONDITIONS ON SITE. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY UNSUITABLE MATERIAL.
 8. HVAC UNITS TO BE FULLY SCREENED.
 9. YARD AND SETBACK ALONG AVENT FERRY RD. AND RALPH STEPHENS RD. HAVE BEEN REDUCED FROM 30' TO 20' PER UDO SECTION 3.02 B. 2. a.

1. THIS PROJECT IS IN THE TRASSIC BASIN. ALL ROADWAYS WILL BE REQUIRED TO MEET ALL SPECIAL DESIGN REQUIREMENTS AS OUTLINED IN THE ENGINEERING DESIGN AND CONSTRUCTION STANDARDS SECTION 3.02 B.
2. THOROUGHFARES, COLLECTORS AND BOULEVARDS WILL REQUIRE A CALCULATED PAVEMENT DESIGN WITH 1ST CONSTRUCTION DRAWING SUBMITTAL. THIS MAY RESULT IN A PAVEMENT CROSS SECTION BIGGER THAN THE SPECIFIED MINIMUM.
3. PAVEMENT DESIGN WILL REQUIRE NCDOT APPROVAL. THE MOST RESTRICTIVE CROSS-SECTION BETWEEN THE MINIMUM DESIGN, CALCULATED PAVEMENT DESIGN, TRASSIC DESIGN, AND NCDOT DESIGN WILL APPLY.

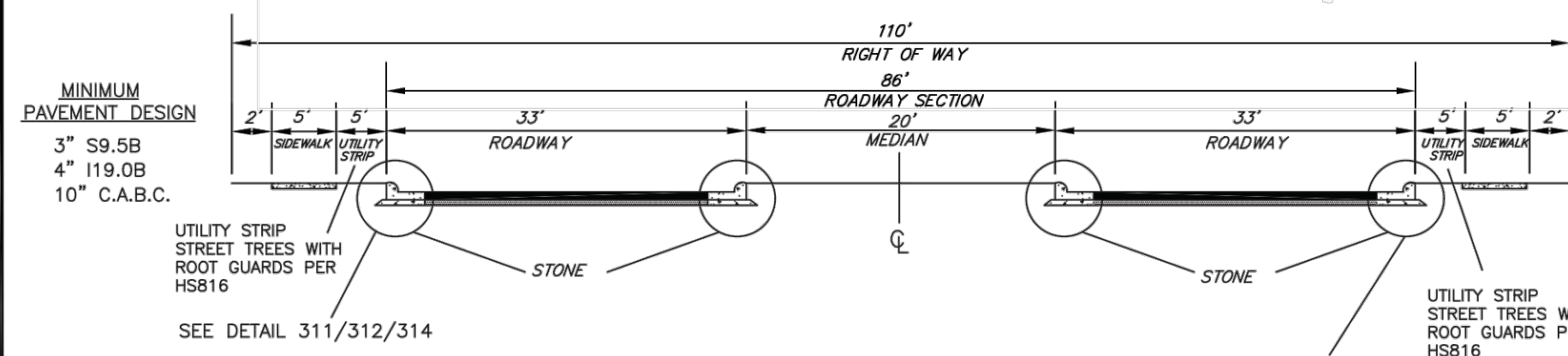
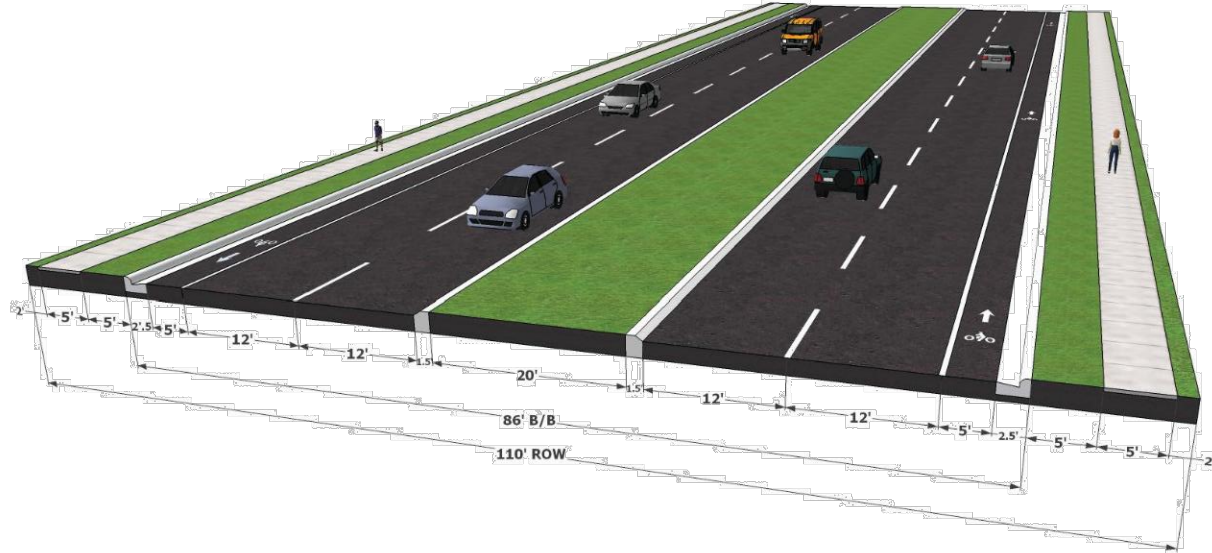


- NOTES
1. NORMAL CROWN OF 1" PER FOOT UNLESS OTHERWISE DIRECTED BY THE DIRECTOR OF ENGINEERING.
 2. PAVEMENT DESIGN SHALL BE AS SHOWN, OR AS CALCULATED, WHICHEVER IS GREATER.
 3. THIS CROSS-SECTION HAS AN OFFSET CENTERLINE TO ALLOW FOR 8' SIDEWALK.

DRAWING NOT TO SCALE

4 LANE-MEDIAN THOROUGHFARE WITH SHARED BIKE LANES
78' BB ON 105' ROW WITH 5' AND 8' SIDEWALKS
TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT

STANDARD DETAIL NUMBER: HS307C
DATE: 12/24/21
REVISIONS

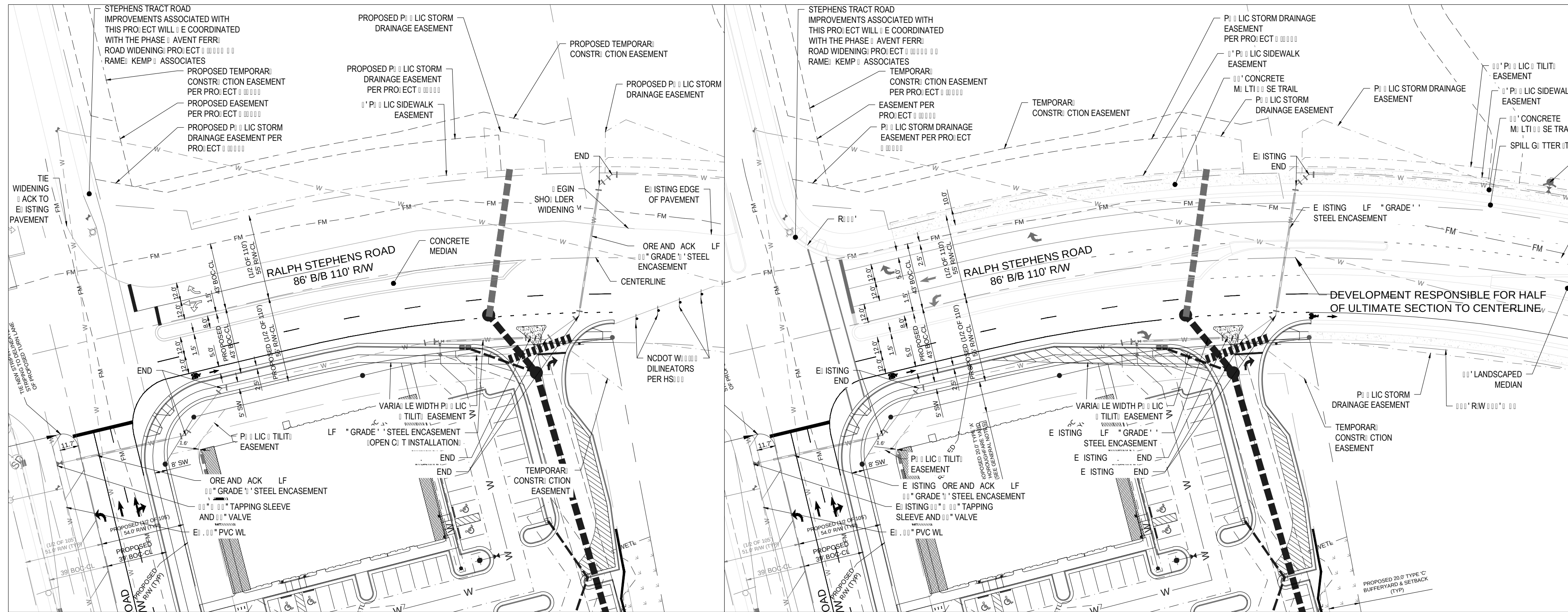


- NOTES
1. NORMAL CROWN OF 1" PER FOOT UNLESS OTHERWISE DIRECTED BY THE DIRECTOR OF ENGINEERING.
 2. PAVEMENT DESIGN SHALL BE AS SHOWN, OR AS CALCULATED, WHICHEVER IS GREATER.

DRAWING NOT TO SCALE

4 LANE-MEDIAN THOROUGHFARE WITH BIKE LANES
86' BB ON 110' ROW
TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT

STANDARD DETAIL NUMBER: HS307A
DATE: 12/24/21
REVISIONS



RALPH STEPHENS ROAD IMPROVEMENTS WITH AVENT FERRY COMMERCIAL DEVELOPMENT

RALPH STEPHENS ROAD COMBINED ROAD IMPROVEMENTS WITH STEPHENS TRACT TOWNHOME PROJECT

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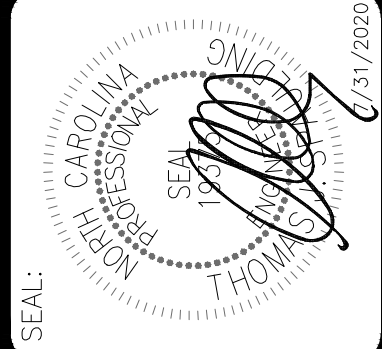
THE SPAULDING GROUP, PA
Planning • civil engineering
1611 Jones Franklin Road Suite 101 Raleigh, NC 27606
Phone (919) 854-7990 Fax (919) 854-7995

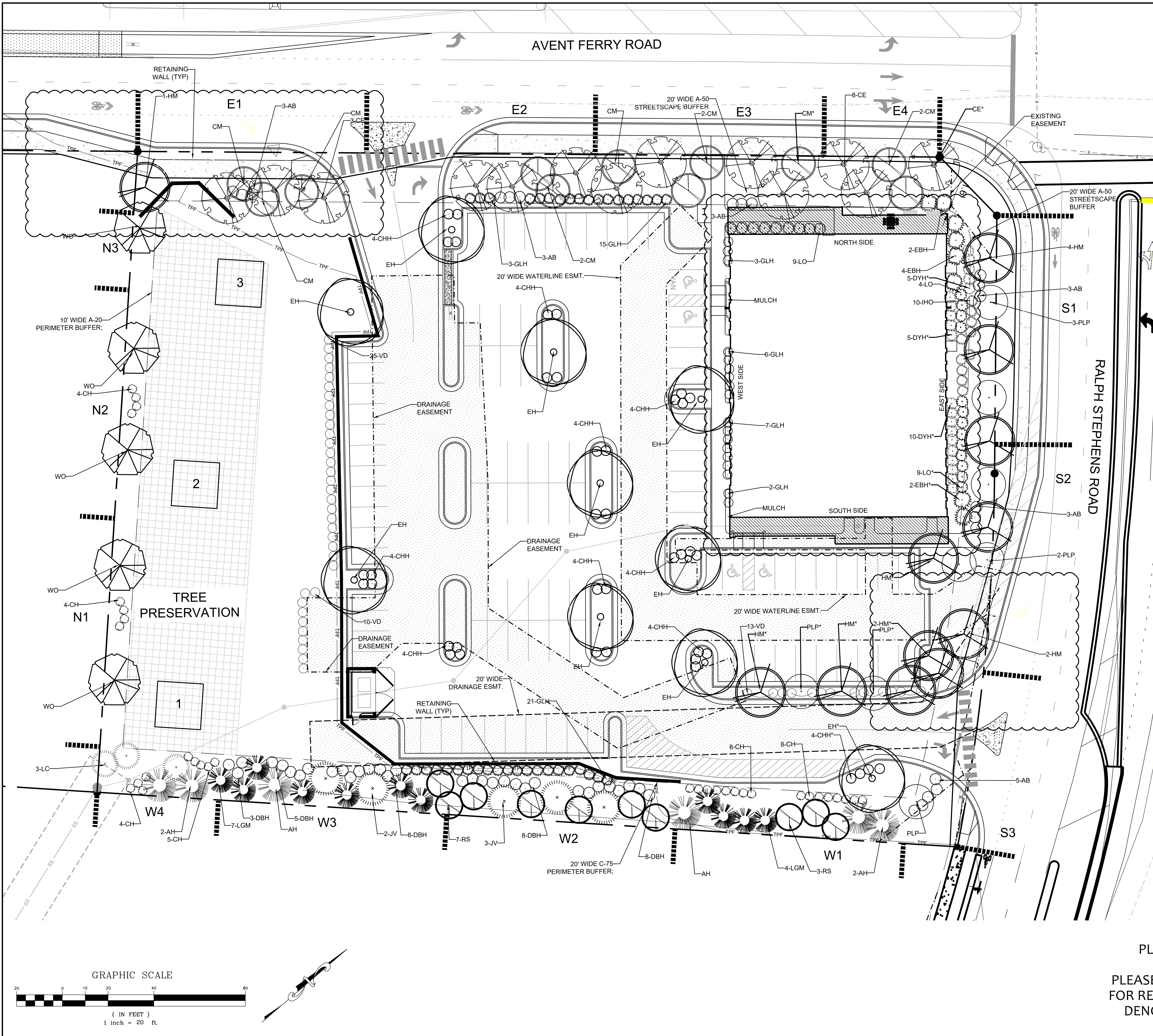
PREPARED FOR: TOWN OF HOLLY SPRINGS
PROJECT: AVENT FERRY COMMERCIAL DEVELOPMENT
DATE: OCTOBER 10, 2019
TSS FIRM CERTIFICATION # C-1875
PROJECT ENGINEER: ADAM N. HOOKER
PROJECT CHECK DESIGNER: ADAM N. HOOKER
PROJECT SURVEYOR: BASS, NIXON & KENNEDY

AVENT FERRY COMMERCIAL
HOLLY SPRINGS, NORTH CAROLINA
DEVELOPMENT PLAN
ROAD WIDENING PLAN

DRAWING
SHEET
C-4.0
PROJECT NUMBER
953-19

NO.	REVISION	DATE
1	PER TOHS COMMENTS	12/23/21
2	PER TOHS COMMENTS	12/23/21
3	PER TOHS COMMENTS	12/23/21
4	PER TOHS COMMENTS	12/23/21
5	PER TOHS COMMENTS	12/23/21





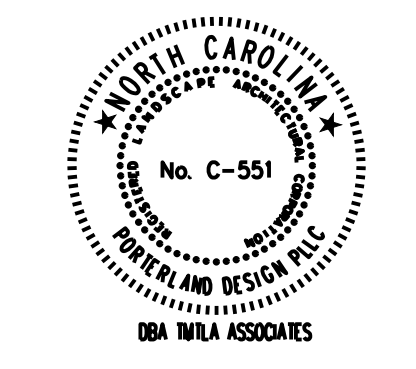
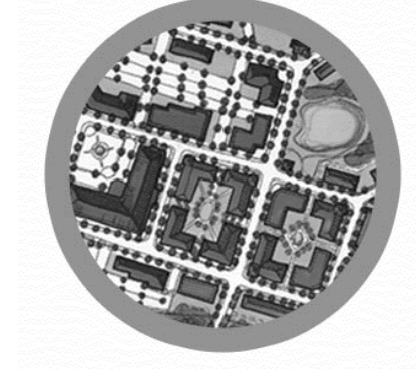
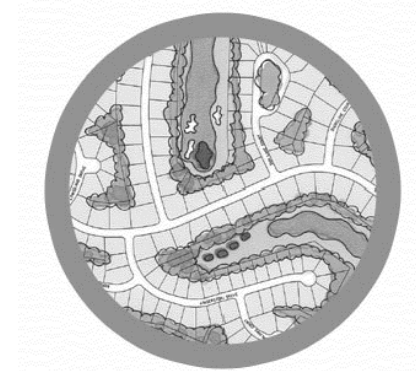
- LANDSCAPE NOTES
1. All landscaping shall be installed and maintained in accordance with the Town of Holly Springs development code and the latest edition of nursery standards by the American Nursery and Landscape Association (ANLA).
 2. Call utility locator service prior to any disturbance on this site. Contractor shall be responsible for confirmation of marked utilities within the area of work.
 3. Do not change the design without approval from the the Owner and/or code compliance authority.
 4. All turf areas or areas not otherwise specified shall be permanently seeded with tall turf fescue, established per sediment and erosion control requirements.
 5. Products: Rebel IV or eqv. tall turf fescue for the region, seed rate at 8 lbs / 1000 sf.
 6. All exposed soils or areas of disturbance shall be mulched, seeded, covered with sod or stabilized per sediment and erosion control requirements.
 7. Hard fescue/wildflower mix shall be seeded in disturbed area not intended to be maintained as mowed turf or mulched landscape beds.
 8. Defiant Hard fescue or eqv. seed rate at 5 lbs / 1000 sf.
 9. Products: Native Southeast Wildflower Seed Mix by American Meadows Seed Company or eqv at a seeding rate of 1 lbs /1000 sf.
 10. Planting areas shall be fine graded consisting of native topsoil or imported eqv to a depth of 8" and fertilized/limed per soil report.
 11. Seeded or turf areas shall be fine graded, consisting of native topsoil or imported eqv to a depth of 4" and fertilized/limed per soil report.
 12. Landscape contractor shall verify plant quantities. If discrepancy exists, use higher quantity.
 13. All newly installed trees and shrubs shall be guaranteed by the contractor for one year and replaced at the owners request if the plant is stressed, damaged, diseased or dead.
 14. Owner shall be responsible for the replacement of any required planting. Such replacement shall occur during the next planting season.
 15. Provide adequate visibility for safe vehicular and pedestrian movement within the parking area, plant materials located within five (5) feet of the back of curb / edge of pavement of an interior landscape island located at a critical turning point within a parking area shall be selected or maintained with a growth pattern not to exceed thirty-six (36) inches above grade.
 16. Plants located in an easement area are subject to approval by easement holder.

LEGEND

- PROPOSED EASEMENTS (HATCHED FOR CLARITY)
- TREE PRESERVATION AREA

CALCULATIONS AND
PLANT CHART LOCATED ON SHEET L-2

PLEASE SEE ALTERNATE LANDSCAPE REQUEST
FOR RELOCATED PLANT MATERIAL. ANY PLANT
DENOTED WITH A * HAS BEEN RELOCATED



811
Know what's below.
Call before you dig.

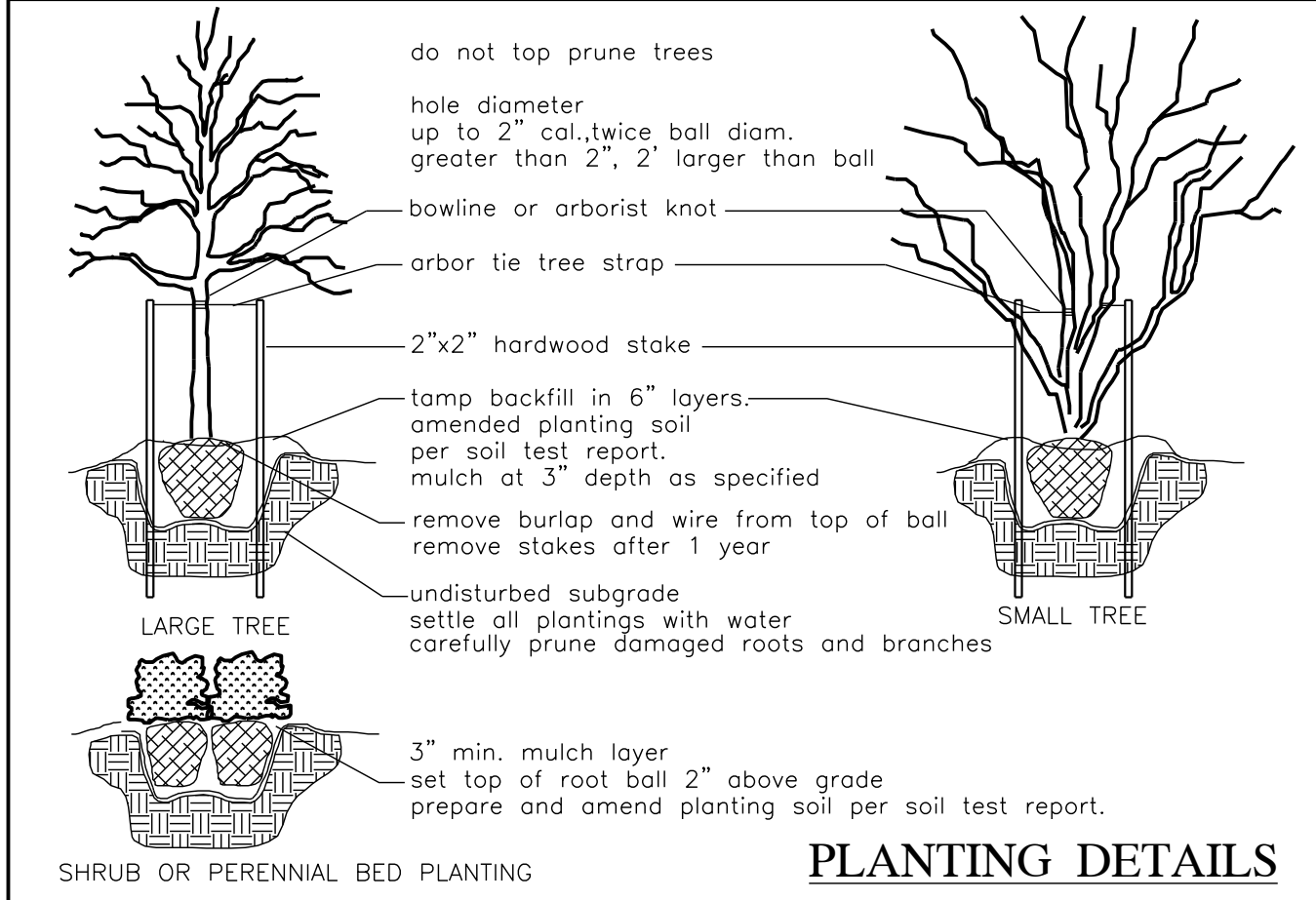
REVISIONS:

7/30/2020	
02/19/2020	
04/02/2020	

Landscape Plan
Avent Ferry Retail Center
1201 AVENT FERRY RD
Holly Springs, NC

SCALE:
1"=20'
DRAWN BY:
PMP
PROJECT #

DATE:
10-17-2019
SHEET
L-1
OF



PLANTING DETAILS

GENERAL PLANTING NOTES

1. VERIFICATION OF TOTAL QUANTITIES AS SHOWN SHALL BE THE RESPONSIBILITY OF THE PLANTING CONTRACTOR.
2. ALL TREES, SHRUBS, AND BEDDING PLANTS SHALL CONFORM TO THE ACCEPTED STANDARDS ESTABLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN.
3. ALL SAUCERS SHALL BE SOAKED WITH WATER AND MULCHED IMMEDIATELY FOLLOWING PLANTING.
4. SET TOP OF TREE ROOT BALL 4" ABOVE GRADE, SHRUBS 2" ABOVE GRADE.
5. PLANT MATERIAL SHALL CARRY A ONE YEAR WARRANTY AND REPLACEMENT GUARANTEE.
6. AMEND PLANTING SOIL WITH FERTILIZE AND/OR LIME PER SOIL TEST REPORT AT THE RECOMMENDED MANUFACTURERS APPLICATION RATE.
7. GUYING AND STAKING, IF NECESSARY, SHALL BE REMOVED AFTER ONE GROWING SEASON.
8. ALL ROOT BALLS REMOVED FROM CONTAINERS SHALL BE SCARIFIED PRIOR TO BACKFILLING.
9. ALL TREES HAVE BEEN LOCATED WITH RESPECT TO KNOWN OR EXISTING FACILITIES OR STRUCTURES, COORDINATE FIELD ADJUSTMENT WITH PROJECT OWNER OR AGENT.
10. ALL PLANT BEDS AND PLANT MATERIAL SHALL BE MAINTAINED IN GOOD HEALTH, AND ANY DEAD, UNHEALTHY OR MISSING PLANTS SHALL BE REPLACED WITH LOCALLY ADAPTED VEGETATION WHICH CONFORMS TO THE INITIAL PLANTING STANDARDS OF THE LANDSCAPE ORDINANCE.
11. REPORT ANY DISCREPANCIES TO THE PROJECT OWNER OR AGENT.
12. SUBSTITUTIONS OR ALTERATIONS SHALL NOT BE MADE WITHOUT PRIOR WRITTEN NOTIFICATION BY THE OWNER AND PERMITTING AUTHORITY.
13. APPLY 3" OF DOUBLE SHREDDED PINE BARK MULCH TO ALL PLANTING AREAS.
14. ADD COMPOST TO PLANTING SOIL TO ACHIEVE 5-10% ORGANIC CONTENT.
15. ALL MULCH BEDS ARE TO BE SPADE-CUT EDGED WHEN ADJACENT TO TURF AREAS.

PLANT LIST										
KEY	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	QTY.	PUV	PUV Total	%	LOCATION	COMMENTS
DECIDUOUS TREES										
HM	Quercus shumardii	Shumard Oak	2"	B&B	12	8	96	23.13%	Buffer	Single Stem & Tree Form
CE	Quercus nuttallii	Nuttall Oak	2"	B&B	13	8	104	25.06%	Buffer	
WO	Quercus phellos	Willow Oak	2 1/2"	B&B	5	8	40	9.64%	Buffer	
EH	Ostrya virginiana	Eastern Hophornbeam	2 1/2"	B&B	10	8	80	19.28%	Parking Lot	
PLP	Cornus florida	Flowering Dogwood	1"	B&B	8	5	40	9.64%	Buffer	
CM	Chionanthus virginicus	Fringe Tree	1"	B&B	11	5	55	13.25%	Buffer	
TOTAL						415				
EVERGREEN TREES										
JV	Juniperus virginiana	Eastern Redcedar	12' HT.	B&B	5	8	40	16.81%	Bufferyard	
AH	Ilex opaca 'Carnival'	American Holly	12' HT.	B&B	6	8	48	20.17%	Bufferyard	
EB	Ilex x 'Emily Bruner'	Emily Bruner Holly	6' HT.	B&B	6	5	30	12.61%	Foundation	
RS	Picea rubens	Red Spruce	6' HT.	B&B	10	5	50	21.01%	Bufferyard	
LGM	Magnolia grandiflora "Little Gem	Little Gem Magnolia	6' HT.	B&B	11	5	55	23.11%	Bufferyard	
LC	Cupressocyparis leylandii 'Moncal'	Leyland Cypress	6' HT.	B&B	3	5	15	6.30%	Bufferyard	
TOTAL						238				
SHRUBS										
AB	Abelia chinense	Abelia	36" HT.	Cont.	20	1	20	9.17%	Bufferyard	
CH	Ilex cornuta 'Fine Line'	Chinese Holly	36" HT.	Cont.	17	1	17	7.80%	Bufferyard	
LO	Loropetalum chinensis' v. 'Pizzazz'	Pizzazz Loropetalum	36" HT.	Cont.	22	1	22	10.09%	Foundation	
DYH	Ilex vomitoria 'Nana'	Dwarf Yaupon Holly	36" HT.	Cont.	20	1	20	9.17%	Foundation	
DBH	Ilex crenata 'Dwarf Burford'	Dwarf Burford Holly	36" HT.	Cont.	32	1	32	14.68%	Bufferyard	
VD	Viburnum davidii	David Viburnum	24" HT.	Cont.	48	1	48	22.02%	Parking Lot Screening	
GLH	Ilex crenata 'Green Luster'	Green Luster Holly	24" HT.	Cont.	39	1	39	17.89%	Parking Lot Screening	
CHH	Ilex crenata 'Helleri'	Helleri Holly	24" HT.	Cont.	40	0.5	20	9.17%	Interior Parking	MAINTAIN AT 3' HT.
TOTAL						218				

PERIMETER YARD LANDSCAPING WEST BUFFER C 75					
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
W1-W3 100'	3 Large Evergreen Trees at 12' HT. 8 Points each	24		32%	Type C-75
	7 Small Evergreen Trees at 6' HT. 5 Points each	35	75	47%	Type C-75
	16 Large/Medium Shrubs at 36" HT. 1 Points each	16		21%	Type C-75
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
W-4 53'	2 Large Evergreen Trees at 12' HT. 8 Points each	16		40%	Type C-75
	3 Small Evergreen Trees at 6' HT. 5 Points each	15	40	38%	Type C-75
	9 Large/Medium Shrubs at 36" HT. 1 Points each	9		23%	Type C-75

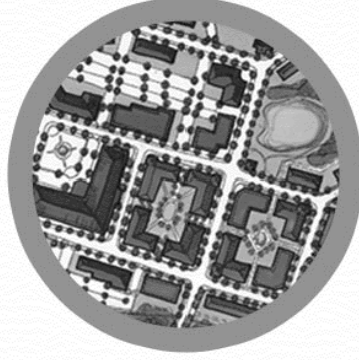
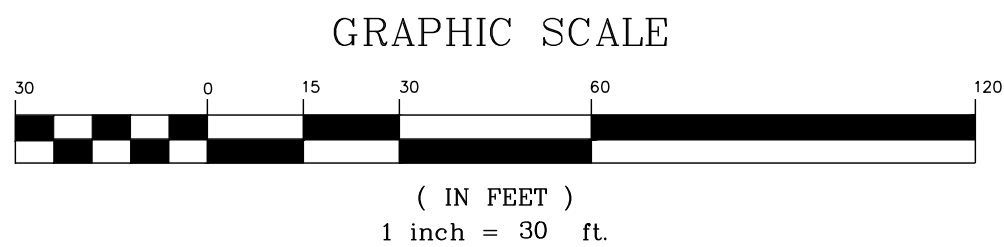
INTERIOR PARKING LANDSCAPING	
TOTAL PARKING SPACES	= 99
INTERIOR PARKING ISLANDS REQUIRED	= 10
INTERIOR LANDSCAPE ISLANDS PROVIDED	= 10
INTERIOR LARGE DECIDUOUS TREES REQUIRED	= 10
INTERIOR LARGE DECIDUOUS TREES PROVIDED	= 10
INTERIOR EVERGREEN SHRUBS REQUIRED	= 40
INTERIOR EVERGREEN SHRUBS PROVIDED	= 40

PERIMETER YARD LANDSCAPING STREETSCAPE BUFFER A 50					
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
E1-E3 100'	4 Large Deciduous Trees at 2 1/2" Cal. 8 Points each	32	50	64%	Type A-50
	3 Small Deciduous Trees at 1 1/2" Cal. 5 Points each	15		30%	Type A-50
	3 Large/Medium Shrubs at 36" HT. 1 Points each	3		6%	Type A-50
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
E4 50'	2 Large Deciduous Trees at 2 1/2" Cal. 8 Points each	16	26	62%	Type A-50
	2 Small Deciduous Trees at 1 1/2" Cal. 5 Points each	10		38%	Type A-50
* Due to the spacing requirement, some of the E-1 and E-2 plants are located adjacent to the parking lot.					

PERIMETER YARD LANDSCAPING STREETSCAPE BUFFER A 50					
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
S1-S2 100'	4 Large Deciduous Trees at 2 1/2" Cal. 8 Points each	32	50	64%	Type A-50
	3 Small Deciduous Trees at 1 1/2" Cal. 5 Points each	15		30%	Type A-50
	3 Large/Medium Shrubs at 36" HT. 1 Points each	3		6%	Type A-50
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
S-3* 77'	3 Large Deciduous Trees at 2 1/2" Cal. 8 Points each	24	39	62%	Type A-50
	2 Small Deciduous Trees at 1 1/2" Cal. 5 Points each	10		26%	Type A-50
	5 Large/Medium Shrubs at 36" HT. 1 Points each	5		13%	Type A-50
* Due to the location of existing and proposed easements, some of the S-3 plants are located adjacent to the parking lot.					

PERIMETER YARD LANDSCAPING NORTH BUFFER		A 20			
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
N1-N2 100'	2 Large Deciduous Trees at 2 1/2" Cal. 8 Points each	16	20	80%	Type A-20
	4 Large/Medium Shrubs at 36" HT. 1 Points each	4		20%	Type A-20
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
N3 34'	1 Large Deciduous Trees at 2 1/2" Cal. 8 Points each	8	8	40%	Type A-20
					7 REQUIRED

FOUNDATION LANDSCAPING	
NORTH ELEVATION	
REQUIRED AREA	95 L.F.* X 2 = 190 S.F.
PROVIDED AREA	190 S.F.*
PUV REQUIRED	95 L.F. X 20 POINTS PER 100 FEET = 19
PUV PROVIDED	2 SM. EVE. TREE AT 6' HT. (5.0 POINT) 10
PUV PROVIDED	9 MEDIUM SHRUBS AT 36" HT. (1 POINT) 9
TOTAL PUV PROVIDED	
19	
SOUTH ELEVATION*	
REQUIRED AREA	95 L.F.* X 2 = 190 S.F.
PROVIDED AREA	190 S.F.*
PUV REQUIRED	95 L.F. X 20 POINTS PER 100 FEET = 19
PUV PROVIDED	2 SM. EVE. TREE AT 6' HT. (5.0 POINT) 10
PUV PROVIDED	9 MEDIUM SHRUBS AT 36" HT. (1 POINT) 9
TOTAL PUV PROVIDED	
19	
EAST ELEVATION	
REQUIRED AREA	144 L.F.* X 2 = 288 S.F.
PROVIDED AREA	288 S.F.*
PUV REQUIRED	144 L.F. X 20 POINTS PER 100 FEET = 29
PUV PROVIDED	4 SM. EVE. TREE AT 6' HT. (5.0 POINT) 20
PUV PROVIDED	9 MEDIUM SHRUBS AT 36" HT. (1 POINT) 4
PUV PROVIDED	10 SM SHRUBS AT 24" HT. (0.5 POINT) 5
TOTAL PUV PROVIDED	
29	
WEST ELEVATION **	
REQUIRED AREA	144 L.F.* X 2 = 288 S.F.
PROVIDED AREA	126 S.F.*
PUV REQUIRED	144 L.F. X 20 POINTS PER 100 FEET = 29
PUV PROVIDED	20 MEDIUM SHRUBS AT 36" HT. (1 POINT) 20
PUV PROVIDED	10 SM SHRUBS AT 24" HT. (0.5 POINT) 9
TOTAL PUV PROVIDED	
29	
* These plants are located on the east side of the property.	
** Some of these plants are located on the east side of the property.	



Know what's below.
Call before you dig.

REVISIONS:

7/30/2020	
02/19/2020	

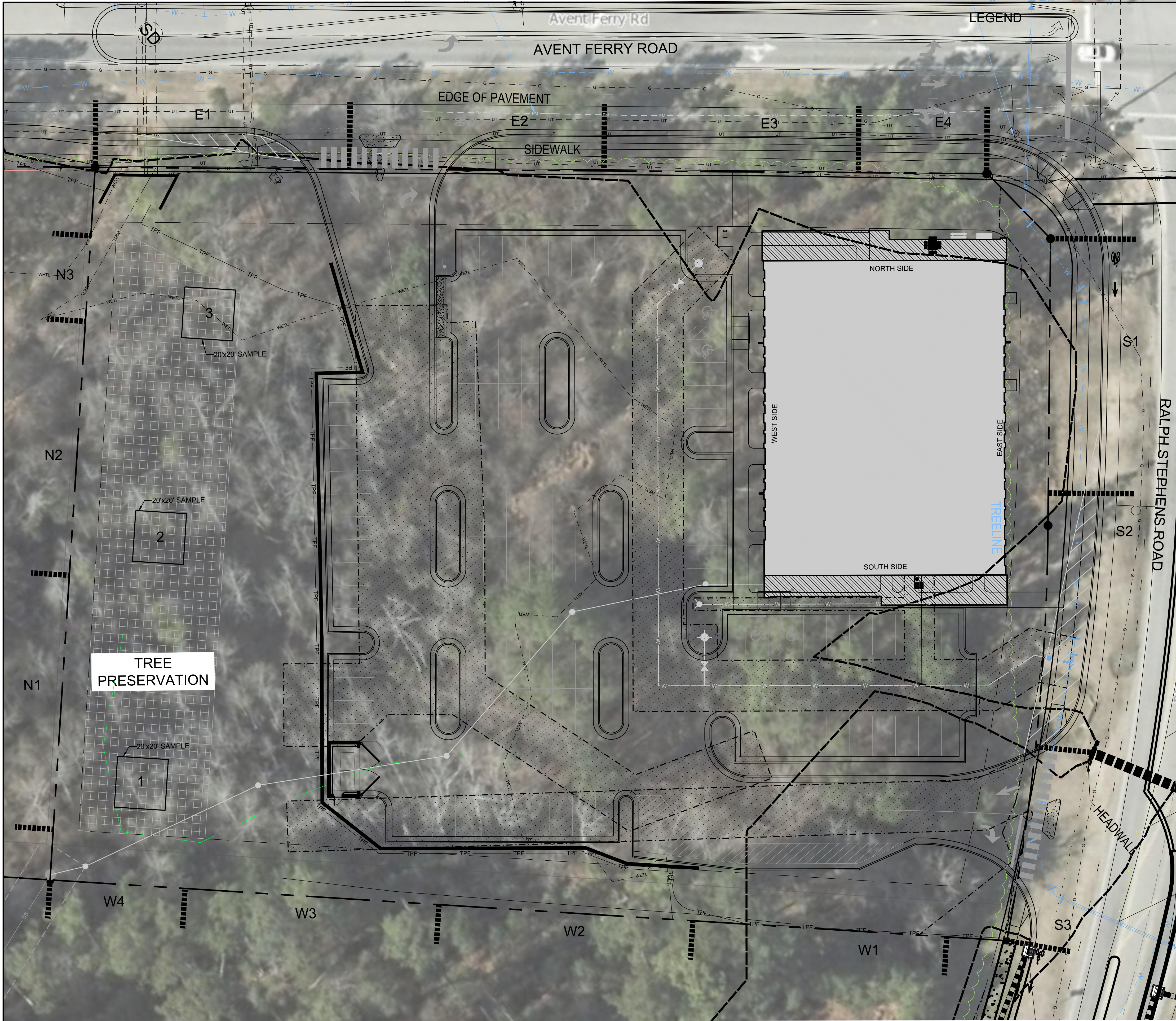
Landscape Plan
Avent Ferry Retail Center
1201 AVENT FERRY RD
Holly Springs, NC

SCALE:
1"=30'
DRAWN BY:
JGB
PROJECT #

DATE:
9-25-19

SHEET
L-2
OF

C:\Users\chris\Dropbox (TMTLA)\TMTLA Team Folder\Projects\Spaulding Engineering\Avent Ferry Retail Center\Avent Ferry Retail Center L-5.dwg, 4/3/2020 10:55:58 PM, DWG To PDF.pc3



TREE PRESERVATION PLAN
scale 1" = 20.0'

- GENERAL NOTES:
1. TREE INVENTORY TAKEN ON 03-30-20.
 2. SAMPLE AREAS ARE INTERPOLATED FROM CURRENT AERIAL PHOTO AND OFFSET DISTANCE FROM ADJACENT BOUNDARY LINE.
 3. AERIAL PHOTO PROVIDED PER WAKE IMAPS.
 4. TREES AND CORRESPONDING ROOT ZONE WITHIN TREE PRESERVATION AREA SHALL BE PROTECTED WITH TREE PROTECTION FENCING DURING SITE CONSTRUCTION.

NARRATIVE

THE TREE PRESERVATION AREA CONSISTS OF A MIXED AGED BOTTOMLAND HARDWOODS FOREST WITH A SPECIES COMPOSITION CONSISTING PRIMARILY OF RED MAPLE, POPLAR, SWEETGUM, AND PINES. TREES ARE GENERALLY HEALTHY AND ARE EXHIBITING NATURAL FOREST SUCCESSION PROCESS.

NO SPECIMEN TREES ARE PRESENT ON SITE.

INVENTORY DATA

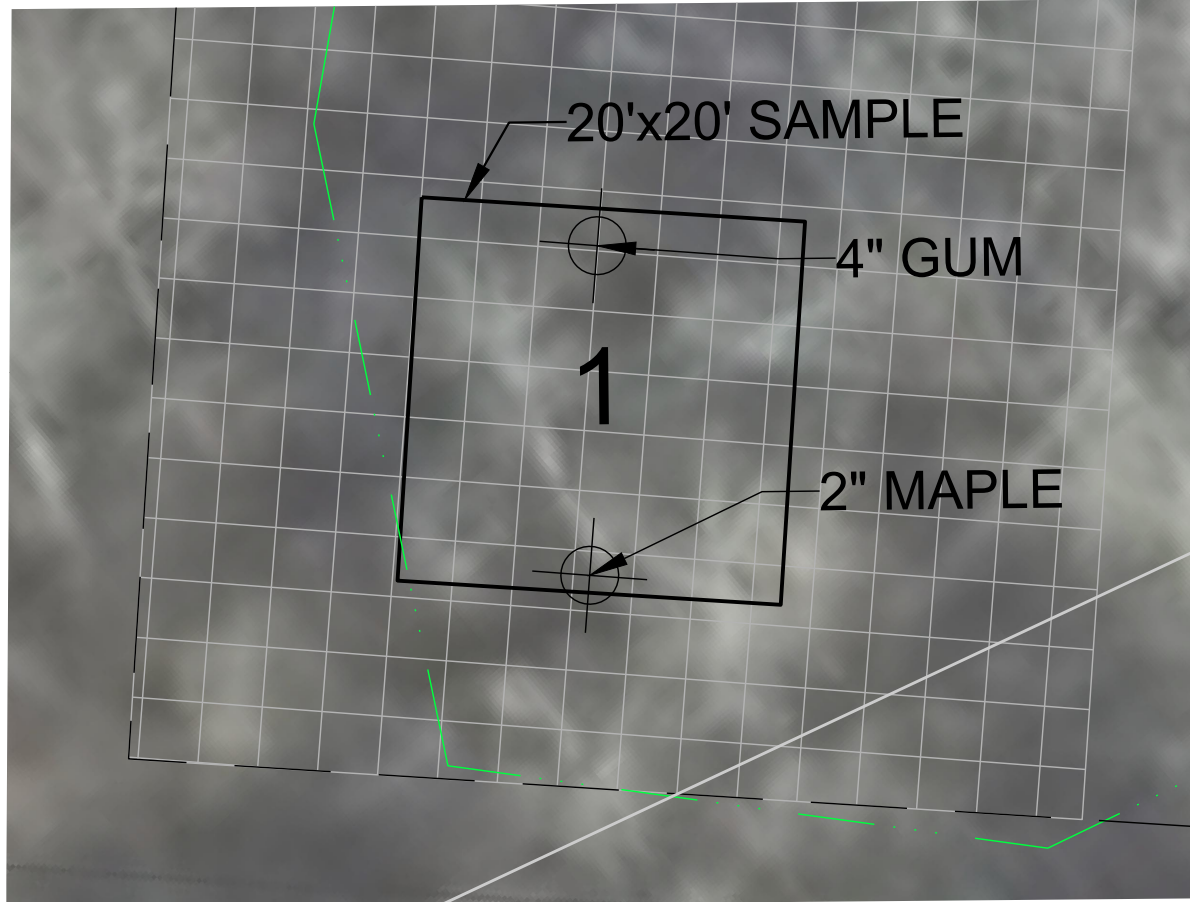
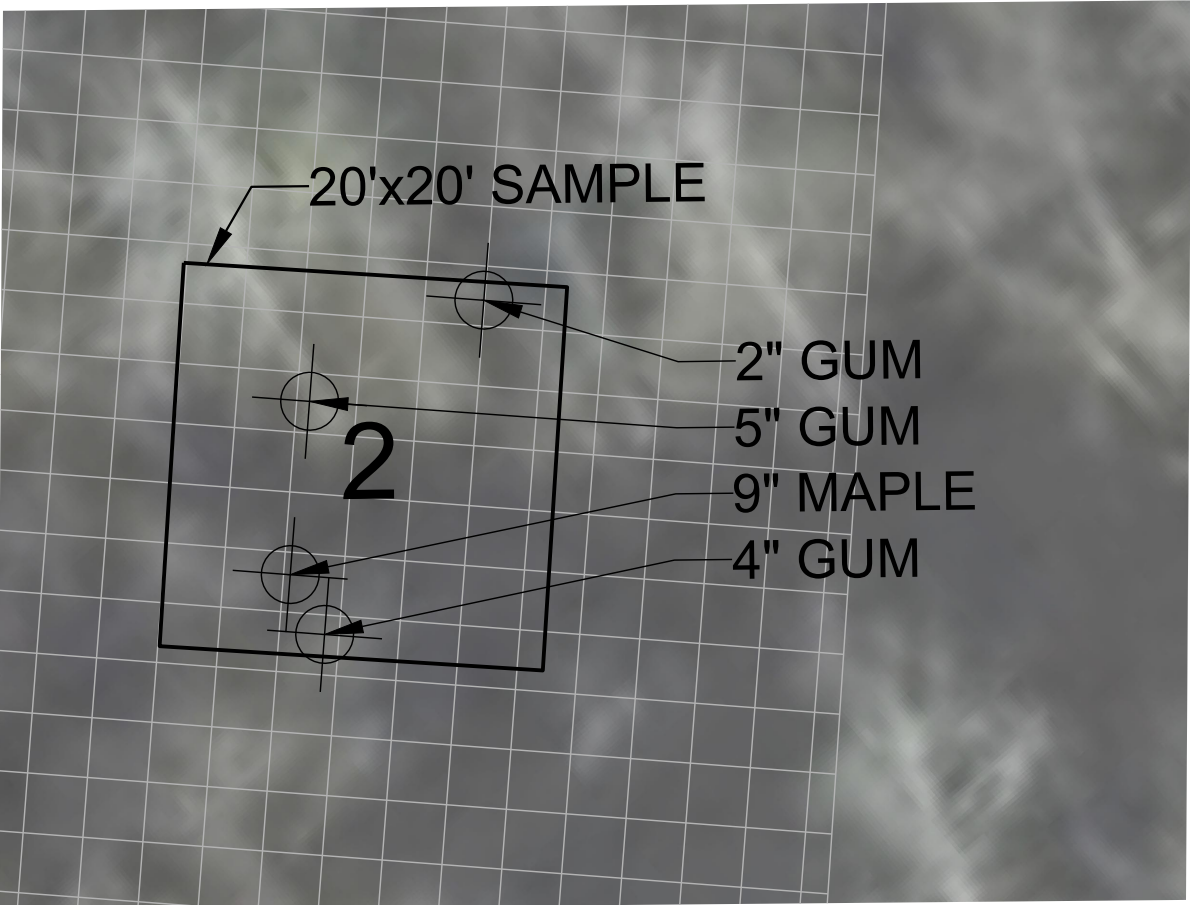
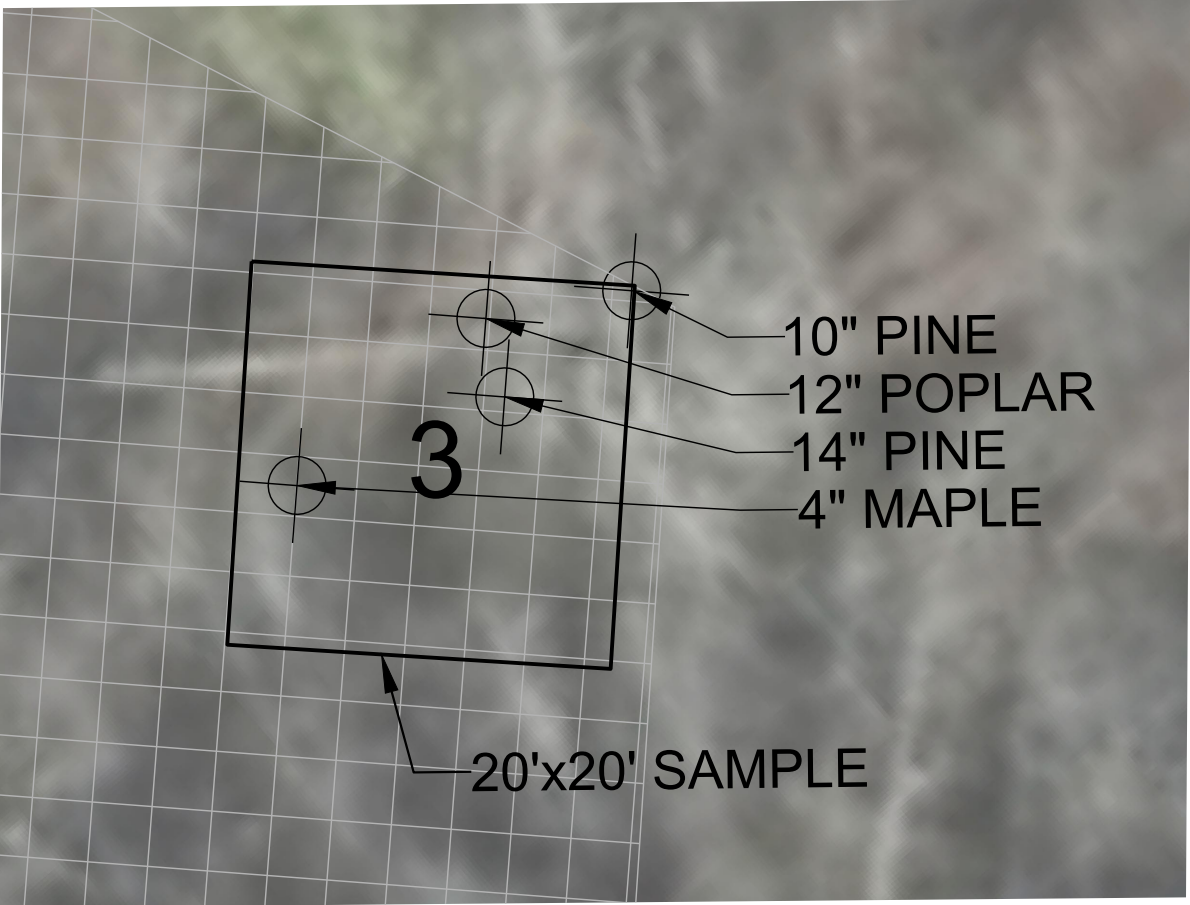
AVERAGE DBH = 6.6"
PERCENT HARDWOOD COMPOSITION = 80%



CALCULATIONS

TREE PRESERVATION AREA REQUIREMENT = SITE AREA (2.54)
X 0.10 = 0.25 AC (11,064 SF)

TREE PRESERVATION AREA PROVIDED = 0.26 AC (11,298SF)



PLOT SAMPLE AREAS
scale 1/4" = 1.0'



Know what's below.
Call before you dig.

REVISIONS:

NO.	DESCRIPTION	DATE

TREE PRESERVATION PLAN
Avent Ferry Retail Center
HOLLY SPRINGS, NC

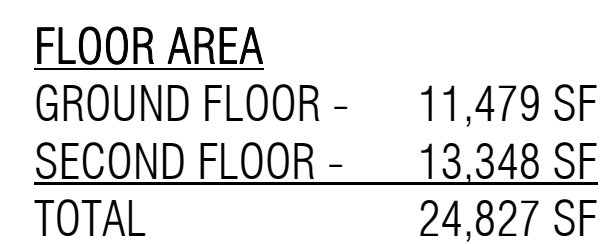
SCALE:
1" = 20'
DRAWN BY:
CDR
PROJECT #

DATE:
4/3/20

SHEET

L-3
OF

TMTLA ASSOCIATES
5011 SOUTH PARK DRIVE, STE. 200 - DURHAM, NC 27713
p: (919) 484-8880 e: info@tmtla.com





B1

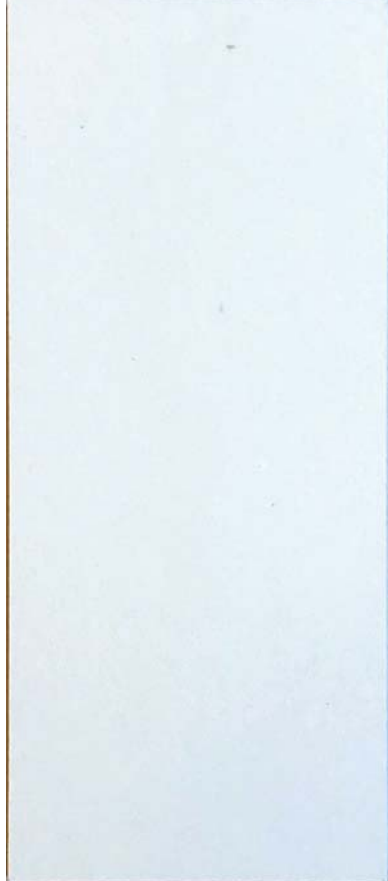
B2



S1
SWISS PEARL
NOBLIS
GRIS N212
SIDING PANEL



S2
SWISS PEARL
CARAT
ONYX 7091-11
SIDING PANEL



S3
SWISS PEARL
CARAT
ONYX 7099-11
SIDING PANEL



M1
ALUMINUM STOREFRONT
DARK BRONZE



M2
ALUMINUM STOREFRONT
BONE WHITE



G1
SOLARBAN - OPTIGRAY



P1
BENJAMIN MOORE
22016-10 STARTLING ORANGE



PERSPECTIVE VIEW - ENTRY DRIVE

1



PERSPECTIVE VIEW - STREET CORNER

2



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 19.

New Business

Title: Avent Ferry Commercial Developer Agreement

Strategic Priority Area: Responsible & Balanced Growth

Staff Resource: Rachel Jones, Engineering, John Schifano, Town Attorney

Action(s):

Approve / deny / table Developer Agreement for Avent Ferry Commercial (*Administrative determination with simple majority*).

Explanation:

- The developer requests to enter into an agreement with the Town to defer the construction of road widening across 1251 Avent Ferry Rd (Lot 2), subject to a completion bond.
- The Developer will complete the required road widening requirements across Lot 1 with the Avent Ferry Commercial Development Plan (Agenda Item 19).

Background:

- Per a Condition of Approval agreed upon and documented on the Action Notice for Autumn Park Subdivision, the Developer of 1251 Avent Ferry Road (Lot 2) is responsible to construct ½ of the ultimate cross section across the property frontage when developed.
- The Developer of the Avent Ferry Commercial Development (Agenda Item 19) does not plan on developing Lot 2 at this time and is requesting an agreement with the Town to defer the construction of road widening across 1251 Avent Ferry Rd (Lot 2), subject to a completion bond for two (2) years after the execution of this Agreement.

Funding Source(s):

N/A

Attachment(s):

1. Agreement for Road Widening Bonding-1201 Avent Ferry EXECUTION COPY
2. 2020-05-08 - Avent Ferry Commercial Development Plan Set

**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

REGARDING INFRASTRUCTURE CONSTRUCTION

BY AND BETWEEN

THE TOWN OF HOLLY SPRINGS

and

1201 AVENT FERRY LLC

THIS AGREEMENT, made and entered into this _____ day of _____, 2020, by and between the **TOWN OF HOLLY SPRINGS**, a North Carolina Municipal corporation, hereafter referred to as the “Town” and **1201 AVENT FERRY LLC**, a North Carolina Limited Liability Company, hereafter referred to as the “Developer.” The Town and the Developer are collectively referred to herein as the “Parties.”

WITNESSETH:

WHEREAS, the Developer is the fee simple owner or contract purchaser of two tracts of land held in common for development, consisting of Lot 1 (PIN No 064867494, REID 0368869, approximately 2.54 acres) and Lot 2 (PIN 0648661838, REID 0332211, approximately 4.07 acres), both of which are shown in Exhibit A, attached hereto and incorporated herein by reference (the “Property”). The Developer, or its successors or assigns, will be requesting approval of a development plan for these tracts for development, in a manner consistent with the sketch plans prepared by the Developer, and subject to future approval of the Town; and,

WHEREAS, Developer desires 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 Developer to construct certain on-site and off-site infrastructure improvements relative to the Project to enable the safe and responsible egress and ingress to the site, 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, 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; 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; and,

WHEREAS, the Town is authorized to enter into this Agreement pursuant to N.C.G.S. §§ 160A-16, 160A-400.20 *et seq.* and may contract with the Developer to carry out the public purposes set forth herein pursuant to N.C.G.S. §160A-20. In consideration of the promises and inducements contained herein, Town Council of Holly Springs has determined that it is in the best interests of its citizens to enter into this Agreement, and the Developer, its successor and assigns consents; and,

WHEREAS 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; (ii) does not dispute the reasonableness of these fees as currently listed; and (iii) notwithstanding any reimbursements discussed below, hereby agrees to timely pay all normal and customary fees to the extent applicable to the Developer in connection with its development of the Commercial Project at such time as the applicable fee becomes due to the Town in the ordinary course of development.

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, exclusive of the cost of acquiring easements or rights of way from those not party to this agreement, and exclusive of any administrative costs (i.e., profit and overhead) of the Developer, or any project construction contingency.
- b. Town's Development Regulations: The comprehensive plan, land-use plan, small area plans, neighborhood plans, transportation plan, capital improvement plan, official map, and any other plans regarding land use and development that have been officially adopted by the governing board.

- c. Developer: 1201 Avent Ferry, LLC.
- d. 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 Developer the Project
- e. 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 property.
- f. 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").
- g. Laws: The Town's Development Regulations, 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.
- h. NCDOT: the North Carolina Department of Transportation
- i. NCDEQ: the North Carolina Department of Environmental Quality
- j. Offsite Infrastructure: The widening of Avent Ferry Road adjacent to the Project to Ralph Stevens Road to the extent not located on the Property.
- k. Onsite Infrastructure: The widening of Avent Ferry Road adjacent to the Project to Ralph Stevens Road to the extent located on the Property.
- l. 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.
- m. Plans: Those plans for the Development subject to approval by the Town.

- 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 or structures customarily regarded as a part of real property.
- o. Project: The Developer's plan to develop the Property in the manner described herein, and subject to the approval by the Town Council of Holly Springs through its normal development process.

ARTICLE II DESCRIPTION OF DEVELOPMENT AGREEMENT

1. The Town's Development Regulations require the Developer to widen the road frontage of Avent Ferry Road in a manner consistent with the Town's transportation plan prior to receiving a Development Permit. The Developer desires to develop Lot 1 (as shown on Exhibit A) immediately, however Developer will not develop Lot 2 for a period of two years. The Town agrees to allow the Developer to construct the road frontage of Avent Ferry Road along Lot 1 initially, and defer the widening of the area in front of Lot 2, subject to a completion bond, for two (2) years after the execution of this Agreement.

2. **Bond required.** The Developer shall submit an estimate, signed and sealed by a North Carolina licensed professional engineer, describing the Actual Costs associated with the widening of Avent Ferry Road along the frontage of Lot 2. Developer shall post a completion fidelity bond according to the Town's Development Regulations in an amount equal to 125% of the engineer's estimate of Actual Costs. The bond shall be valid for a period of three (3) years from the date of execution of this Agreement.

3. Developer shall complete the road widening along Lot 1 immediately and contemporaneously with the Project. The Developer shall complete the road widening along Lot 2 within three (3) years of the execution of this Agreement.

ARTICLE III DEVELOPER'S DUTIES

1. For any Offsite Infrastructure constructed by the Developer, the Developer shall design, permit, and construct the infrastructure in the location approved by the Town and as shown on plans (to be submitted), according to engineering best practices, requirements of the Town, and requirements of the NCDOT (in the case of road construction) and of NCDEQ (for sewer and water) and any other regulatory agency. For any land owned or controlled by the Developer, the Developer 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 Developer, the Town shall convey such land owned by the Town to the Developer 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 Developer's Duties.

2. The Developer shall construct in a workmanlike manner the Onsite 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 regulatory 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 Developer 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 Developer shall pay all development fees for the Development of the Project at the time they would otherwise ordinarily be due 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.

ARTICLE IV GENERAL TERMS

1. 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.

2. The Developer 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 insure complete-in-place, fully functional projects 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 Developer and shall not be subject to reimbursement or participation by the Town, except as specifically described herein.

3. All fees, charges and payments related to the actual construction of each project shall be borne by the Developer and shall not be subject to reimbursement or participation by the Town, except as set forth 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 Developer shall operate under permission to encroach onto a Town easement and shall hold the Town harmless.

5. The Developer 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. The Developer 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.

6. The Town agrees to protect, defend, indemnify and hold the Developer 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 made by third parties in connection with or arising from 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 the Developer, or its agents, employees or 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 Developer 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 Developer shall secure all necessary easements for the infrastructure projects that are the subject of this Agreement prior to construction drawing approval. Should the Developer be unable to obtain required easements after documented attempts to do so, the Town may utilize its eminent domain authority to obtain the necessary easements for the installation of such projects with all costs to be borne by the Developer associated with this legal process, including all amounts paid for the acquisition. The Developer shall substantiate its attempts to obtain the property through voluntary sale in the following manner within 90 days of this Agreement:

- a. Developer shall provide a letter from property owners stating that he/she rejects all offers to purchase the easement. Said letter shall be signed by the landowner, or
- b. An affidavit, signed under oath by penalty of perjury, from the Developer's agent or designee describing in detail the conversation that took place with the

landowner, and the result of said conversation as to why the landowner rejected the offer and/or that the landowner refused to sign a rejection or failed to respond.

11. In the event of a condemnation action, the Developer shall escrow sufficient funds for a deposit necessary under the applicable condemnation statute. The Town Attorney shall inform the Developer 30 days prior to filing the amount of said deposit, and the Developer shall deposit funds prior to commencement of the action. Upon payment of deposit, the Town will proceed with condemnation action subsequent to the Town Council, in its sole discretion passing a resolution of condemnation for each property as soon as practicable after the receipt of the deposit. The timeframe discussed herein is set forth with the goal of allowing access to the condemned property(ies) within 45 to 60 days. At all times during this judicial process, the Town retains all legal authority with respect to settlement, negotiation trial strategy, and opinions as to value.

ARTICLE V 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 Developer 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:

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

FOR THE DEVELOPER:

Swadesh Chatterjee, Manager
1201 Avent Ferry, LLC
1000 Crescent Green, Suite 100
Cary, NC 27518

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:	Site Development Plan

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 C. McKinney, 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

**DEVELOPER
1201 AVENT FERRY, LLC**

(*Seal*)

By: _____
Name: Swadesh Chatterjee
Title: Manager

Typed/Printed Name

EXHIBIT A



0 105 210 420 ft
1 inch = 200 feet

Disclaimer
Maps 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.

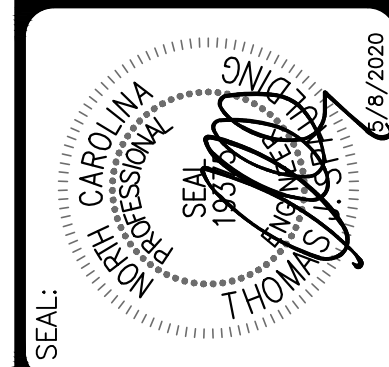
Exhibit B
Site Development Plan

VICINITY MAP

(1" = 500')

C-0.0	COVER SHEET
C-0.1	EXISTING CONDITIONS
C-1.0	SITE PLAN
C-2.0	UTILITY PLAN
C-3.0	GRADING & STORM DRAINAGE PLAN
C-4.0	ROAD WIDENING PLAN
L-1.0	LANDSCAPE PLAN
L-2.0	LANDSCAPE PLAN
L-3.0	TREE PRESERVATION PLAN
A-1.0	FLOOR PLAN
A-2.0	BUILDING ELEVATIONS
A-3.0	PERSPECTIVE VIEWS

NO.	REVISION	DATE
1.	PER TOHS COMMENTS	12/13/2019
2.	PER TOHS COMMENTS	1/11/2020
3.	PER TOHS COMMENTS	4/23/2020
4.	PER TOHS COMMENTS	5/6/2020



 THE SPAULDING GROUP, PA
planning • civil engineering
1611 Jones Franklin Road Suite 101 Raleigh, NC 27606
Phone (919) 854-7990 Fax (919) 854-7925

PREPARED FOR :
 SWADSH CHATTERJEE & ASSOCIATES
 100 CRESCENT GREEN, SUITE 100
 CARY, NC 27518
 DATE : OCTOBER 10, 2019
 TSG FIRM CERTIFICATION # : C-1875
 PROJECT ENGINEER:
 THOMAS J. SPAULDING
 PROJECT CADD DESIGNER:
 ADAM N. HOOKER
 PROJECT SURVEYOR:
 BASS, NIXON & KENNEDY

SAVENT FERRY COMMERCIAL

HOLLY SPRINGS, NORTH CAROLINA

DEVELOPMENT PLAN COVER SHEET

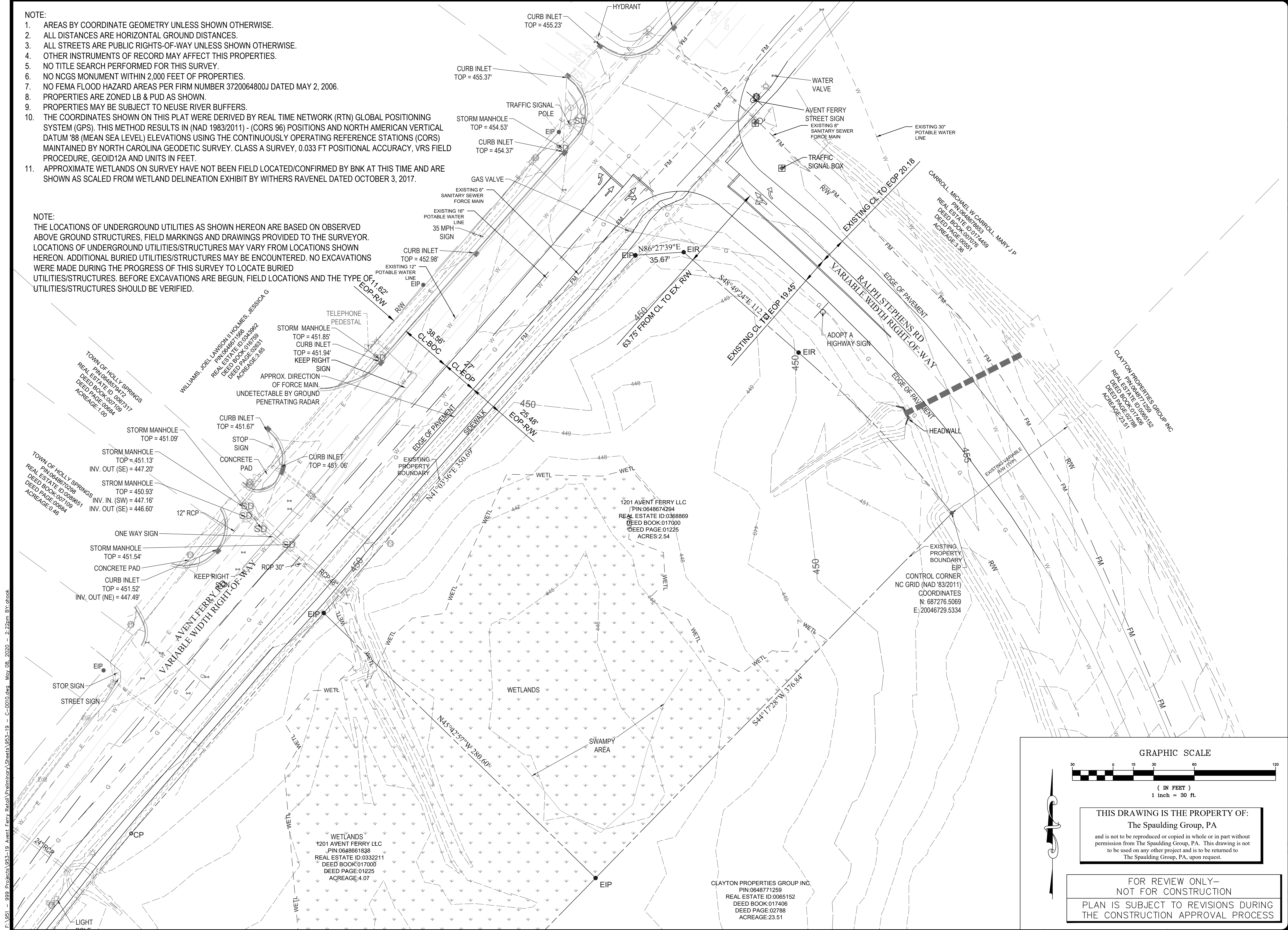
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SHEET
C-0.0
PROJECT NUMBER
939-18

F:\951 - 999 Projects\953-19 Aventura Ferry Retail\Preliminary\Sheets\953-19 - C-0000.dwg May 08, 2020 - 2:09pm BY: chook

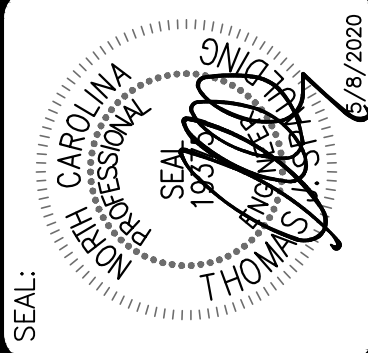
U.S. GRID NORTH (MAD 83)

- NOTE:
1. AREAS BY COORDINATE GEOMETRY UNLESS SHOWN OTHERWISE.
 2. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.
 3. ALL STREETS ARE PUBLIC RIGHTS-OF-WAY UNLESS SHOWN OTHERWISE.
 4. OTHER INSTRUMENTS OF RECORD MAY AFFECT THIS PROPERTIES.
 5. NO TITLE SEARCH PERFORMED FOR THIS SURVEY.
 6. NO NCGS MONUMENT WITHIN 2,000 FEET OF PROPERTIES.
 7. NO FEMA FLOOD HAZARD AREAS PER FIRM NUMBER 3720064800J DATED MAY 2, 2006.
 8. PROPERTIES ARE ZONED LB & PUD AS SHOWN.
 9. PROPERTIES MAY BE SUBJECT TO NEUSE RIVER BUFFERS.
 10. THE COORDINATES SHOWN ON THIS PLAT WERE DERIVED BY REAL TIME NETWORK (RTN) GLOBAL POSITIONING SYSTEM (GPS). THIS METHOD RESULTS IN (NAD 1983/2011) - (CORS 96) POSITIONS AND NORTH AMERICAN VERTICAL DATUM '88 (MEAN SEA LEVEL) ELEVATIONS USING THE CONTINUOUSLY OPERATING REFERENCE STATIONS (CORS) MAINTAINED BY NORTH CAROLINA GEODETIC SURVEY. CLASS A SURVEY, 0.033 FT POSITIONAL ACCURACY, VRS FIELD PROCEDURE, GEOID12A AND UNITS IN FEET.
 11. APPROXIMATE WETLANDS ON SURVEY HAVE NOT BEEN FIELD LOCATED/CONFIRMED BY BNK AT THIS TIME AND ARE SHOWN AS SCALED FROM WETLAND DELINEATION EXHIBIT BY WITHERS RAVENEL DATED OCTOBER 3, 2017.

NOTE:
THE LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON OBSERVED ABOVE GROUND STRUCTURES, FIELD MARKINGS AND DRAWINGS PROVIDED TO THE SURVEYOR. LOCATIONS OF UNDERGROUND UTILITIES/STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES/STRUCTURES MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES. BEFORE EXCAVATIONS ARE BEGUN, FIELD LOCATIONS AND THE TYPE OF UTILITIES/STRUCTURES SHOULD BE VERIFIED.



NO.	REVISION	DATE
1	PER THIS COMMENTS	12/13/2019
2	PER THIS COMMENTS	12/13/2019
3	PER THIS COMMENTS	4/3/2020
4	PER THIS COMMENTS	5/6/2020

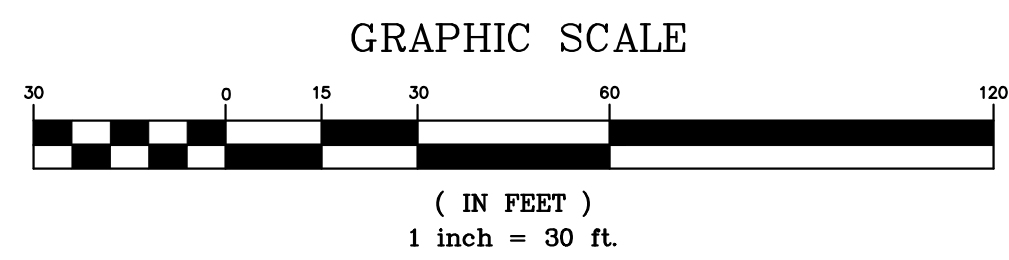


THE SPAULDING GROUP, PA
planning • civil engineering
1611 Jones Franklin Road Suite 101 Raleigh, NC 27606
Phone (919) 854-7990 Fax (919) 854-7995

PREPARED FOR: FEELE & ASSOCIATES 1000 CRESCENT GREEN, SUITE 100 CARY, NC 27518 DATE: OCTOBER 10, 2019 TSS FIRM CERTIFICATION # C-1875	PROJECT ENGINEER: ADAM N. HOPPER PROJECT CADD DESIGNER: ADAM N. HOPPER PROJECT SURVEYOR: BASS, NIXON & KENNEDY
---	---

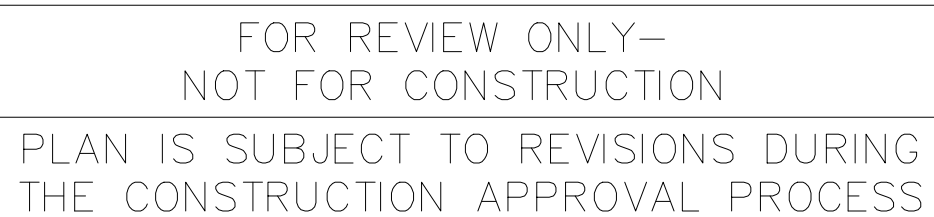
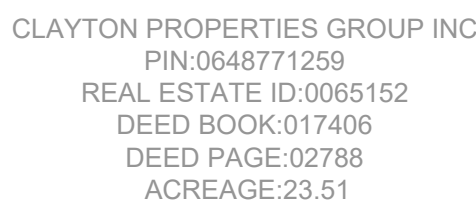
AVENT FERRY COMMERCIAL
HOLLY SPRINGS, NORTH CAROLINA
DEVELOPMENT PLAN
EXISTING CONDITIONS

DRAWING SHEET
C-0.1
PROJECT NUMBER
953-19



THIS DRAWING IS THE PROPERTY OF:
The Spaulding Group, PA
and is not to be reproduced or copied in whole or in part without permission from The Spaulding Group, PA. This drawing is not to be used on any other project and is to be returned to The Spaulding Group, PA, upon request.

FOR REVIEW ONLY—
NOT FOR CONSTRUCTION
PLAN IS SUBJECT TO REVISIONS DURING
THE CONSTRUCTION APPROVAL PROCESS



THIS PROJECT 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.

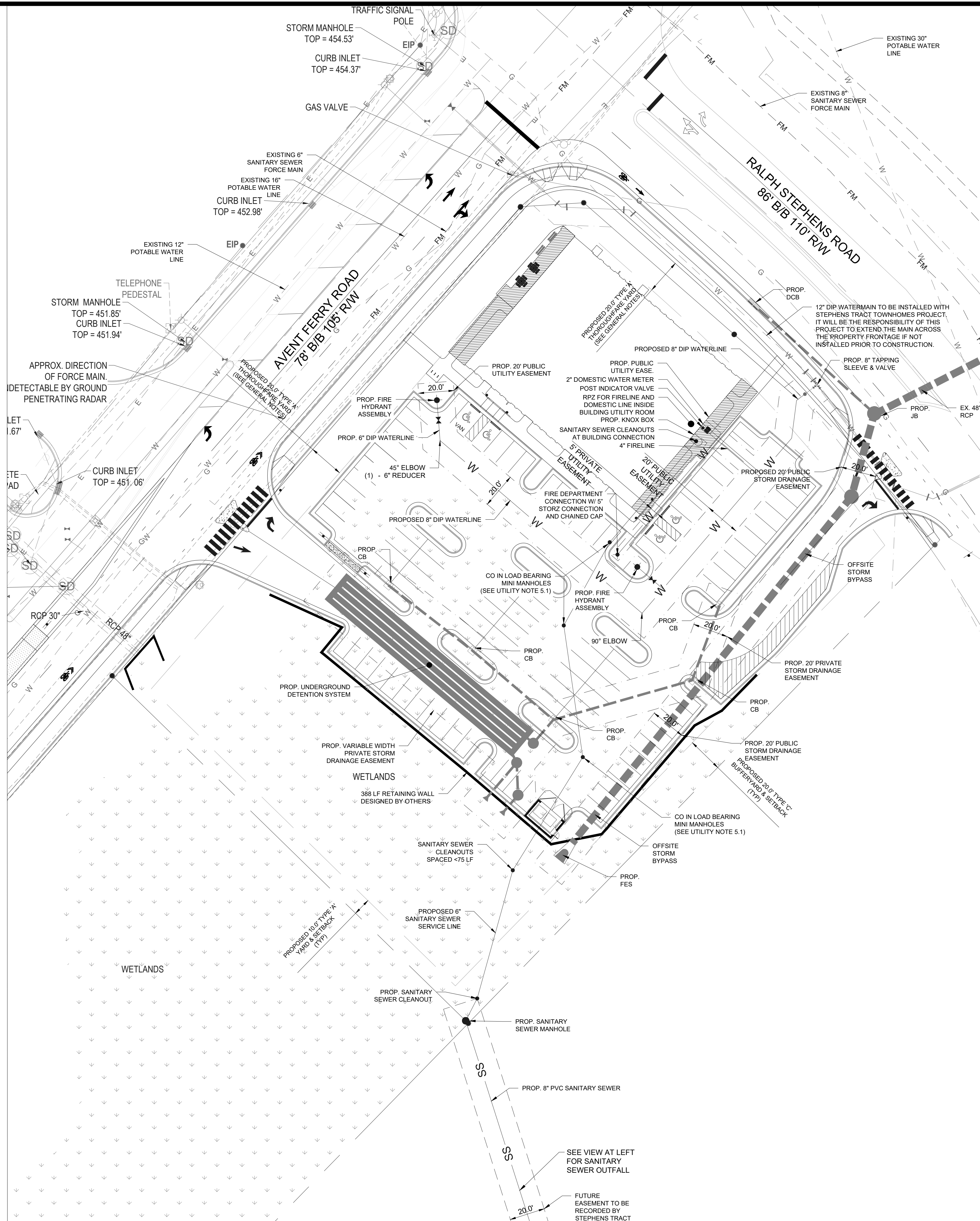
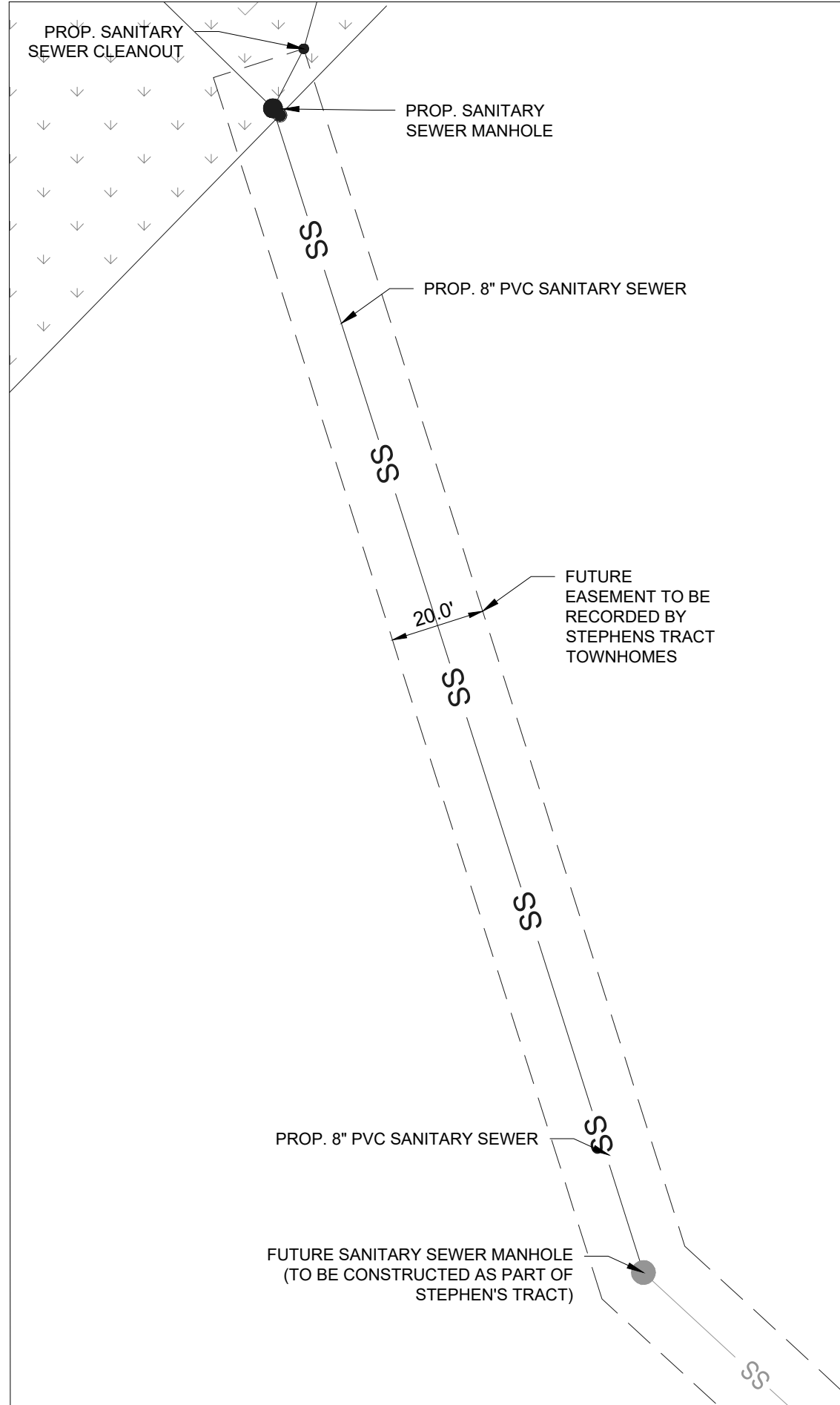
AVENUE

DRAWING
SHEET

C-1.0

PROJECT NUMBER
953-19

SANITARY SEWER OUTFALL



AVENT FERRY COMMERCIAL

ADDRESS:	1201 AVENT FERRY ROAD
<u>TOTAL ACREAGE:</u>	2.54 ACRES
COUNTY:	WAKE
<u>PIN NUMBER:</u>	0648-67-4294
REAL ID:	0368869
<u>TOWNSHIP:</u>	HOLLY SPRINGS TOWNSHIP
<u>PROPOSED USE:</u>	INTEGRATED CENTER
ZONING:	(LB) LOCAL BUSINESS
<u>MINIMUM LOT FRONTAGE:</u>	50'
<u>MAXIMUM ALLOWED HEIGHT:</u>	45' (PROPOSED BUILDING HEIGHT 35')

SETBACKS:

FRONT (AVENT FERRY RD. & RALPH STEPHENS ROAD)
SOUTH
WEST

OPEN SPACE:

BASIS OF DETERMINATION: 0.5% OF PROJECT AREA REQUIRED
 REQUIRED: 2.54 AC. x 43,560 SQ. FT./AC x .005 = 553.21 SQ. FT.
 PROVIDED: 647 SQ. FT. COURTYARD WITH 2 PICNIC TABLES & 2 BENCHES

OFF STREET PARKING REQUIREMENTS

INTEGRATED CENTER (4 SPACES / 1,000 SF OF FLOOR AREA OF BUILDING)

BASIS OF DETERMINATION: BLDG. 1: (4 SPACES/1,000 SF OF FLOOR AREA OF BUILDING)
(4 SPACES/1,000 SF (APPROX. 24,827 SF)) = 99 SPACES

OFF STREET PARKING PROVIDED: 99 SPACES* (INCLUDES 4 H/C SPACE, 1 VAN ACCESSIBLE)

GENERAL NOTES

1. THE CONTRACTOR SHALL CONTACT * NORTH CAROLINA ONE CALL * AT 800-632-4949 FOR ASSISTANCE IN LOCATING EXISTING UTILITIES. CALL AT LEAST 48 HOURS PRIOR TO ANY DIGGING.
2. EXISTING CONDITIONS AND UTILITIES SHOWN ARE BASED ON INFORMATION PROVIDED BY BASS, NIXON & KENNEDY, INC. THE CONTRACTOR SHALL FIELD VERIFY CONDITIONS PRIOR TO STARTING CONSTRUCTION AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES. CONFLICTS INVOLVING PUBLIC WATER, SANITARY SEWER, AND STORM DRAINAGE CONSTRUCTION SHALL BE RESOLVED TO THE SATISFACTION OF THE TOWN OF HOLLY SPRINGS.
3. ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO TOWN OF HOLLY SPRINGS ENGINEERING DESIGN AND CONSTRUCTION STANDARDS.
4. CONSTRUCTION DRAWING APPROVAL IS REQUIRED BEFORE CONSTRUCTION ON THE PROJECT MAY BEGIN. DEVELOPMENT FEES ARE DUE BEFORE CONSTRUCTION DRAWING APPROVAL.
5. BUILDING FOOTPRINT PROVIDED BY ORA ARCHITECTURE.
6. HIC RAMPS AND PARKING SPACES SHALL BE CONSTRUCTED IN ACCORDANCE WITH ADA STANDARDS.
7. THE CONTRACTOR IS RESPONSIBLE FOR INVESTIGATING SOIL CONDITIONS ON SITE. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY UNSUITABLE MATERIAL UPON FIRST CONTACT.
8. HVAC UNITS BE FULLY SCREENED.
9. YARD AND SETBACK ALONG AVENT FERRY RD. AND RALPH STEPHENS RD. HAVE BEEN REDUCED FROM 30' TO 20' PER UDC SECTION 3.02 C. 2. a.

STANDARD UTILITY NOTES (AS APPLICABLE):

1. ALL MATERIALS & CONSTRUCTION METHODS SHALL BE IN ACCORDANCE WITH TOWN OF HOLLY SPRINGS DESIGN STANDARDS, DETAILS & SPECIFICATIONS (REFERENCE: CORPORATE WEBSITE: www.hollyspringsnc.com)
2. ANY NECESSARY FIELD REVISIONS ARE SUBJECT TO REVIEW & APPROVAL OF AN AMENDED PLAN &/OR PROFILE BY THE TOWN OF HOLLY SPRINGS PUBLIC UTILITIES DEPARTMENT PRIOR TO CONSTRUCTION.
3. CONTRACTOR SHALL MAINTAIN CONTINUOUS WATER & SEWER SERVICE TO EXISTING RESIDENCES & BUSINESSES THROUGHOUT CONSTRUCTION OF PROJECT. ANY CONSTRUCTION SERVICE INTERRUPTIONS SHALL BE PRECEDED BY A 24 HOUR ADVANCE NOTICE TO THE TOWN OF HOLLY SPRINGS.
4. INSTALL 2" COPPER WATER SERVICES WITH METERS LOCATED AT ROW OR WITHIN A 5'X5' WATERLINE EASEMENT IMMEDIATELY ADJACENT. NOTE: IT IS THE APPLICANTS RESPONSIBILITY TO OBTAIN THE WATER SERVICE FOR EACH CONNECTION TO PROVIDE ADEQUATE FLOW & PRESSURE.
5. INSTALL 6" PVC SEWER SERVICES @ 1% MINIMUM GRADE WITH CLEANOUTS LOCATED AT ROW OR EASEMENT LINE.
6. 1.5' DEEP CONCRETE PARKING LOT DRIVE AISLES ARE REQUIRED TO BE TRAFFIC LOAD BEARING MIN MANHOLES IN ACCORDANCE WITH EDC&S SECTION 7.04. ALL ENVIRONMENTAL PERMITS APPLICABLE TO THE PROJECT MUST BE OBTAINED FROM THE NORTH CAROLINA DEPARTMENT OF ENVIRONMENT & NATURAL RESOURCES (DEQ) IMPACTS (RESPECTIVELY) PRIOR TO CONSTRUCTION.
7. CROSS-CONNECTION CONTROL PROTECTION DEVICES ARE REQUIRED BASED ON DEGREE OF HEALTH HAZARD INVOLVED AS LISTED IN APPENDIX B-6 OF THE RULES GOVERNING THE PUBLIC UTILITY WORK OF THE STATE OF NORTH CAROLINA. THESE ARE THE MINIMUM REQUIREMENTS. THE DEVICES SHALL MEET AMERICAN SOCIETY OF SANITARY ENGINEERING (ASSE) STANDARDS OR BE ON THE UNIVERSITY OF SOUTHERN CALIFORNIA APPROVAL LIST. THE DEVICES SHALL BE INSTALLED AND TESTED (BOTH INITIAL AND PERIODIC TESTING THEREAFTER) IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS OR THE LOCAL CROSS-CONNECTION CONTROL PROGRAM, WHICHEVER IS MORE STRINGENT. CONTACT JOANIE HELVEY AT (919) 212-2222 FOR MORE INFORMATION.
8. ALL CONSTRUCTION SHALL BE REQUIRED TO COMPLY WITH THE TOWN OF HOLLY SPRINGS ORDINANCE FOR THE CONTROL OF BACKFLOW AND CROSS CONNECTION NO. 55-0.
9. ALL NON-RESIDENTIAL SERVICES SHALL BE PROVIDED WITH REDUCE PRINCIPLE BACKFLOW PREVENTION INSTALLED IN ACCORDANCE WITH THE STATE OF NORTH CAROLINA AND THE FOUNDATION FOR CROSS CONNECTION CONTROL AND HYDRAULIC RESEARCH AT THE UNIVERSITY OF SOUTH CAROLINA (USCC) AWWA STANDARD C-511.

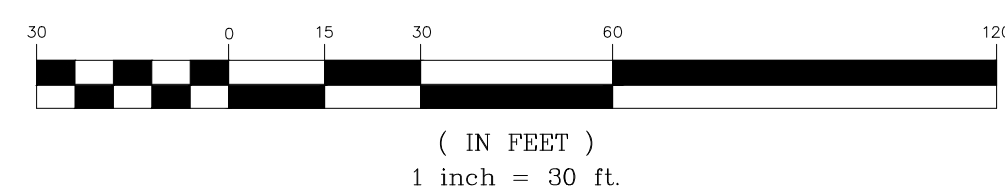
SANITARY SEWER FLOW CALCULATIONS

$$0.12 \text{ GAL/SF} \times 24,827 \text{ SF} = 2,980 \text{ GPD}$$

FLOOD INFORMATION

THE SUBJECT PROPERTY IS NOT LOCATED WITHIN A FLOOD HAZARD ZONE

GRAPHIC SCALE



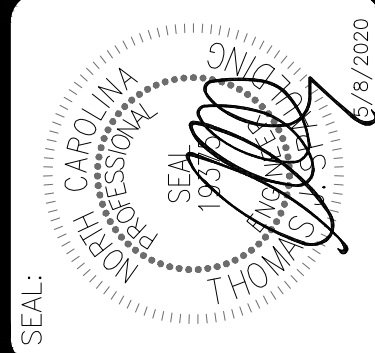
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NO.	REVISION	DATE
1.	PER TOHS COMMENTS	12/13/2019
2.	PER TOHS COMMENTS	13/10/2020
3.	PER TOHS COMMENTS	4/3/2020
4.	PER TOHS COMMENTS	5/8/2020



 THE SPAULDING GROUP, PA
planning • civil engineering
1611 Jones Franklin Road Suite 101 Raleigh, NC 27606
Phone (919) 854-7990 Fax (919) 854-7925

PREPARED FOR :
SWADSH CHATTERJEE & ASSOCIATES
1000 CRESCENT GREEN, SUITE 100
CARY, NC 27518

DATE : OCTOBER 10, 2019

TSG FIRM CERTIFICATION # : C-1875

PROJECT ENGINEER:
THOMAS J. SPALDING

PROJECT CAD DESIGNER:
ADAM N. HOOKER

PROJECT SURVEYOR:
BASS, NIXON & KENNEDY

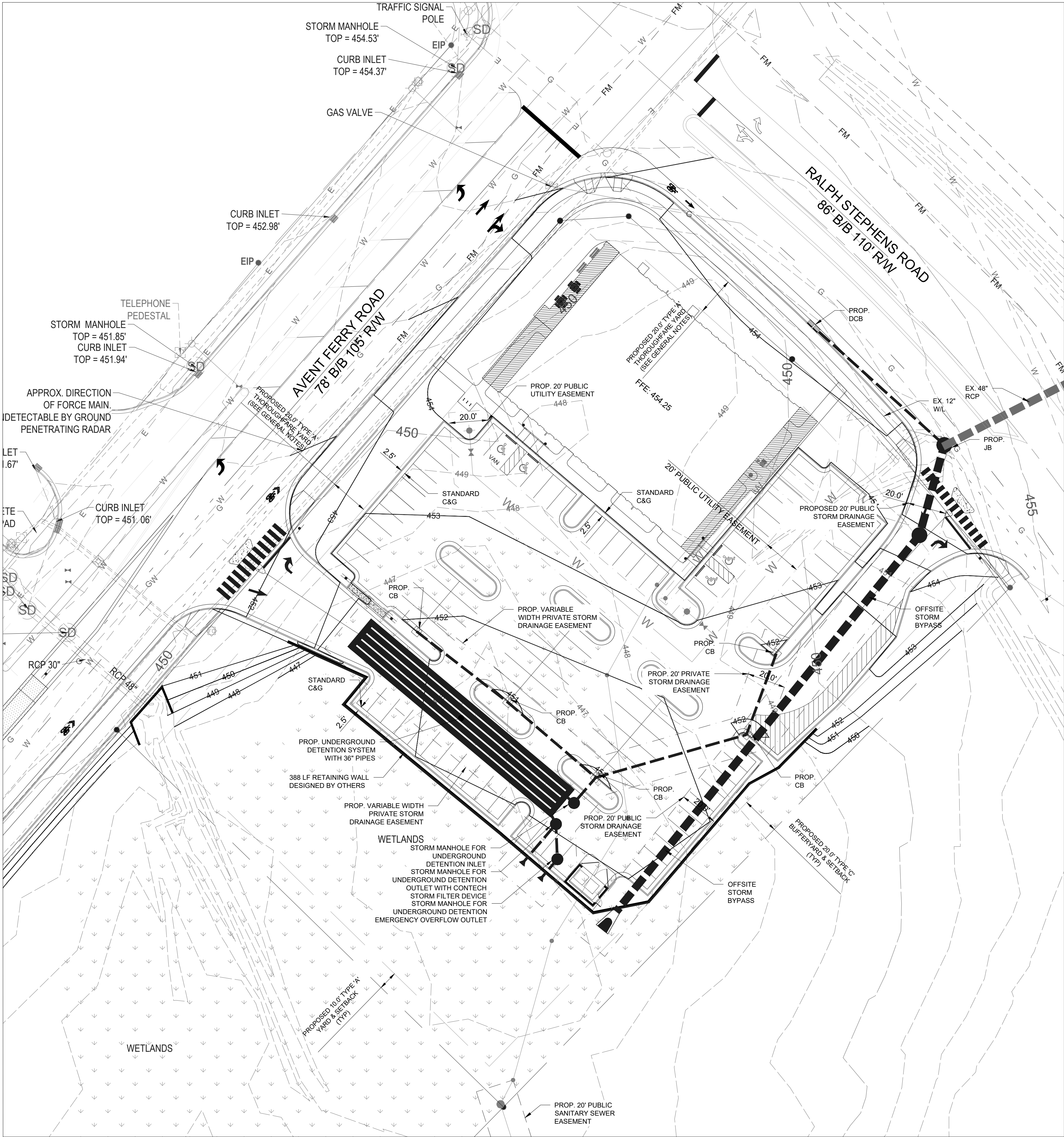
AVENT FERRY COMMERCIAL

HOLLY SPRINGS, NORTH CAROLINA

DEVELOPMENT PLAN

UTILITY PLAN

DRAWING
SHEET
C-2.0
PROJECT NUMBER
953-19

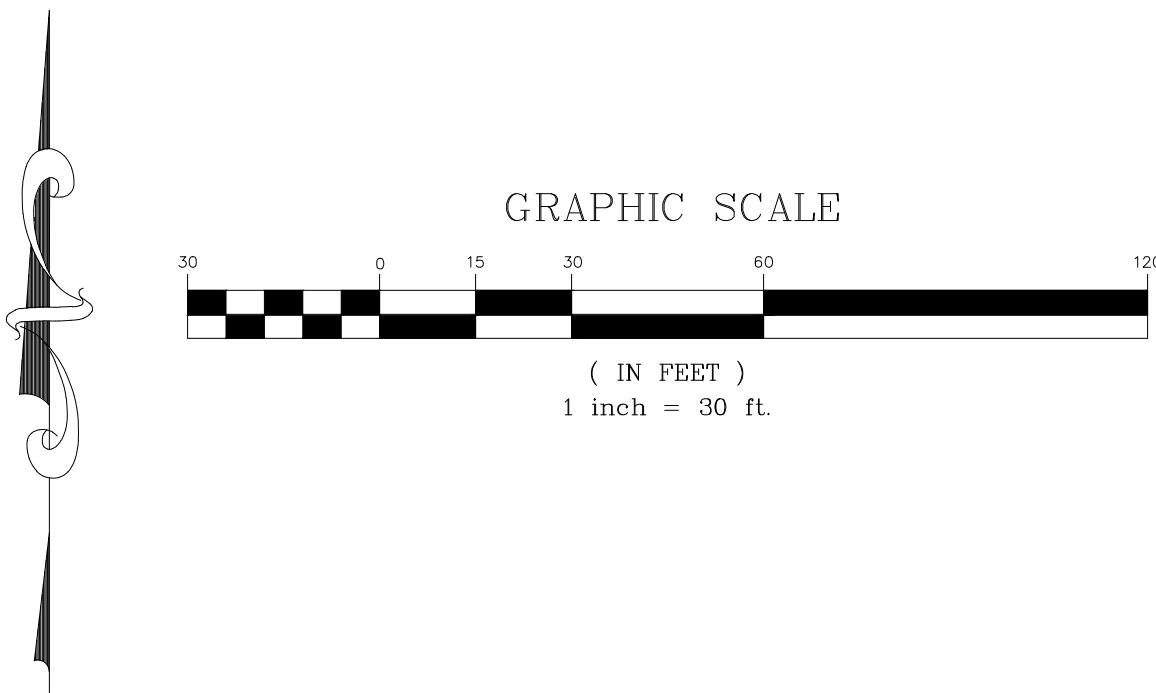


AVENT FERRY COMMERCIAL	
ADDRESS:	1201 AVENT FERRY ROAD
TOTAL ACREAGE:	2.54 ACRES
COUNTY:	WAKE
PIN NUMBER:	0648-67-4294
REAL ID:	0368869
TOWNSHIP:	HOLLY SPRINGS TOWNSHIP
PROPOSED USE:	INTEGRATED CENTER
ZONING:	(LB) LOCAL BUSINESS
MINIMUM LOT FRONTAGE:	50'
MAXIMUM ALLOWED HEIGHT:	45' (PROPOSED BUILDING HEIGHT 35')
SETBACKS:	
FRONT (AVENT FERRY RD. & RALPH STEPHENS ROAD)	20'
SOUTH	20'
WEST	10'
OPEN SPACE:	
BASIS OF DETERMINATION: 0.5% OF PROJECT AREA REQUIRED	
REQUIRED: 2.54 AC. x 43,560 SQ. FT./AC x .005 = 553.21 SQ. FT.	
PROVIDED: 647 SQ. FT. COURTYARD WITH 2 PICNIC TABLES & 2 BENCHES	
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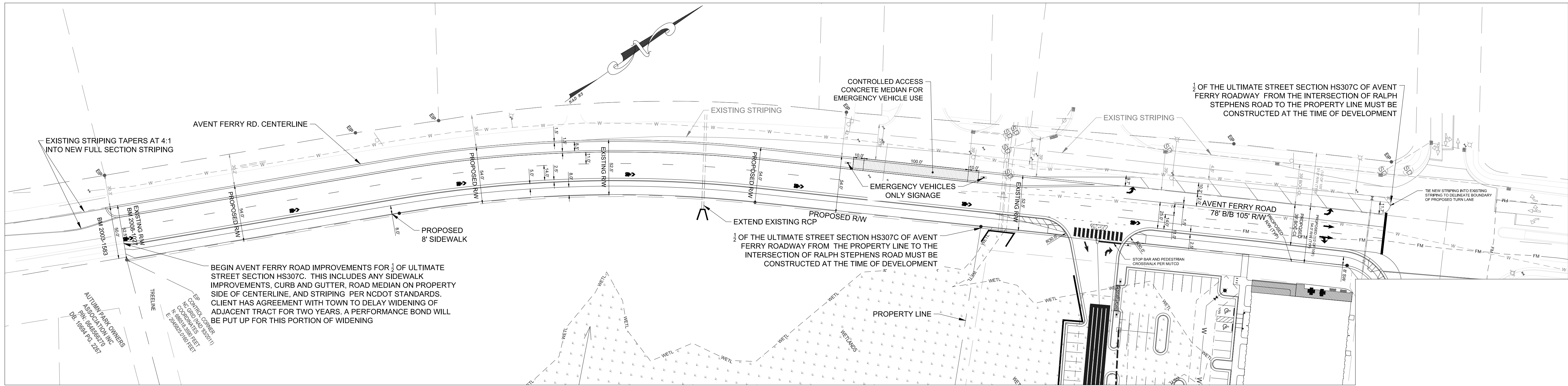
NO.	REVISION	DATE
1.	PER THIS COMMENTS	12/13/2019
2.	PER THIS COMMENTS	1/13/2020
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4.	PER THIS COMMENTS	5/8/2020

THE SPAULDING GROUP, PA
planning • civil engineering
1611 Jones Franklin Road Suite 101 Raleigh, NC 27606
Phone (919) 854-7990 Fax (919) 854-7995

PREPARED FOR: FEELE & ASSOCIATES
1000 CRESCENT GREEN, SUITE 100
CARY, NC 27518
DATE: OCTOBER 10, 2019
TSS FIRM CERTIFICATION # C-1875
PROJECT ENGINEER: ADAM N. HODNER
PROJECT CADD DESIGNER: ADAM N. HODNER
PROJECT SUPERVISOR: BASS, NIXON & KENNEDY

AVENT FERRY COMMERCIAL
HOLLY SPRINGS, NORTH CAROLINA
DEVELOPMENT PLAN
GRADING & STORM DRAINAGE

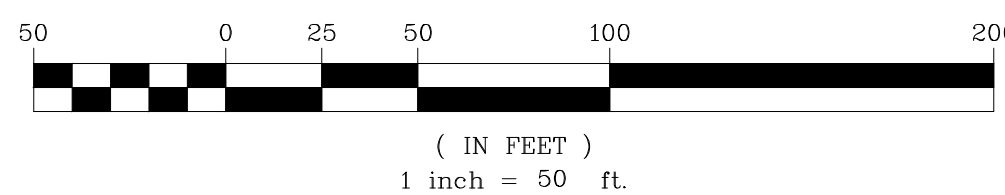
DRAWING
SHEET
C-3.0
PROJECT NUMBER
953-19



AVENT FERRY ROAD
105' R/W 78'BB

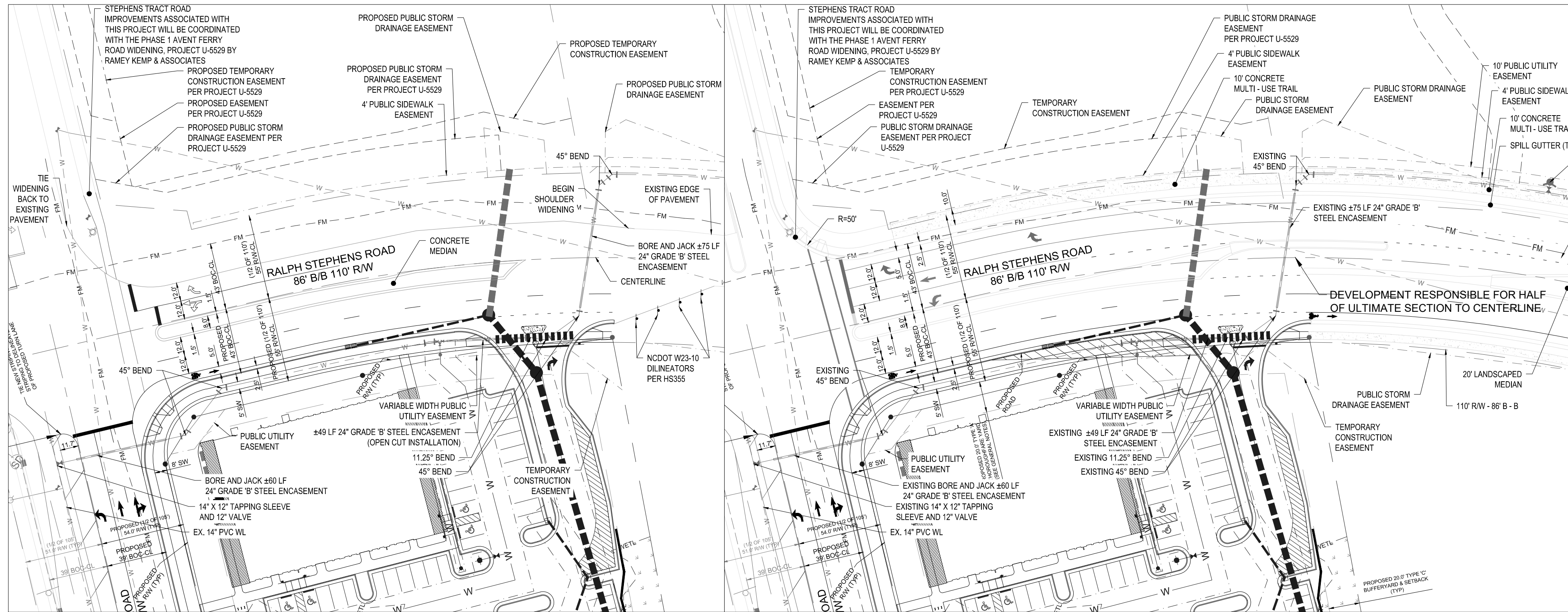
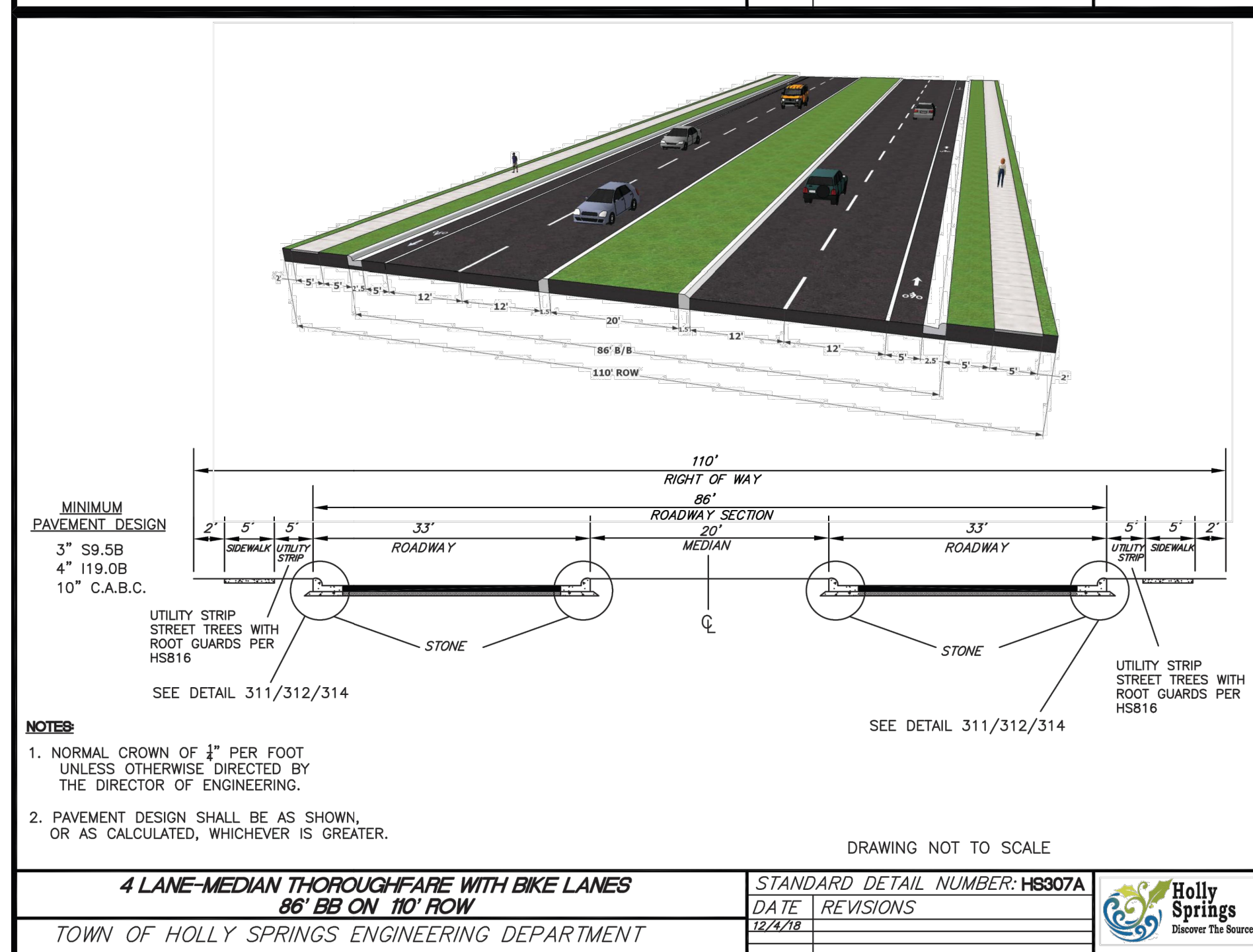
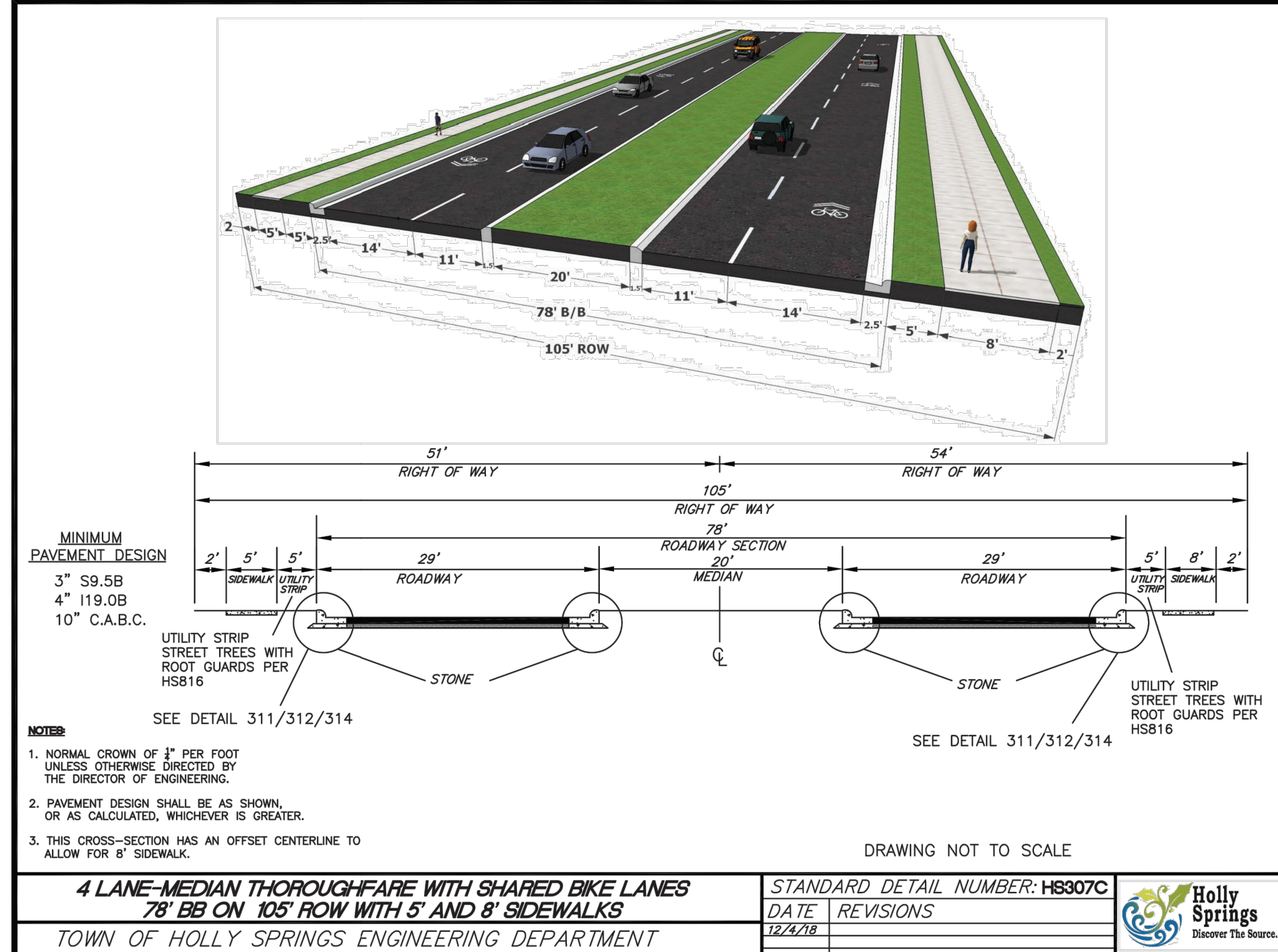
TAPER DESIGN:
POSTED SPEED: 35
DESIGN SPEED: 40
TAPER RATIO: (40/40)60=26.667:1

GRAPHIC SCALE



- THIS PROJECT IS IN THE TRASSIC BASIN. ALL ROADWAYS WILL BE REQUIRED TO MEET ALL SPECIAL DESIGN REQUIREMENTS AS OUTLINED IN THE ENGINEERING DESIGN AND CONSTRUCTION STANDARDS SECTION 3.02.2.
- THOROUGHFARES, COLLECTORS AND BOULEVARDS WILL REQUIRE A CALCULATED PAVEMENT DESIGN WITH 1ST CONSTRUCTION DRAWING SUBMITTAL. THIS MAY RESULT IN A PAVEMENT CROSS SECTION BIGGER THAN THE SPECIFIED MINIMUM.
- PAVEMENT DESIGN WILL REQUIRE NCDOT APPROVAL. THE MOST RESTRICTIVE CROSS-SECTION BETWEEN THE MINIMUM DESIGN, CALCULATED PAVEMENT DESIGN, TRASSIC DESIGN, AND NCDOT DESIGN WILL APPLY.

- GENERAL NOTES
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RALPH STEPHENS ROAD
IMPROVEMENTS WITH AVENT FERRY
COMMERCIAL DEVELOPMENT

RALPH STEPHENS ROAD
COMBINED ROAD IMPROVEMENTS WITH
STEPHENS TRACT TOWNHOME PROJECT

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PREPARED FOR: FEELE & ASSOCIATES
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PROJECT SURVEYOR: GABRIEL NIXON & KENNEDY

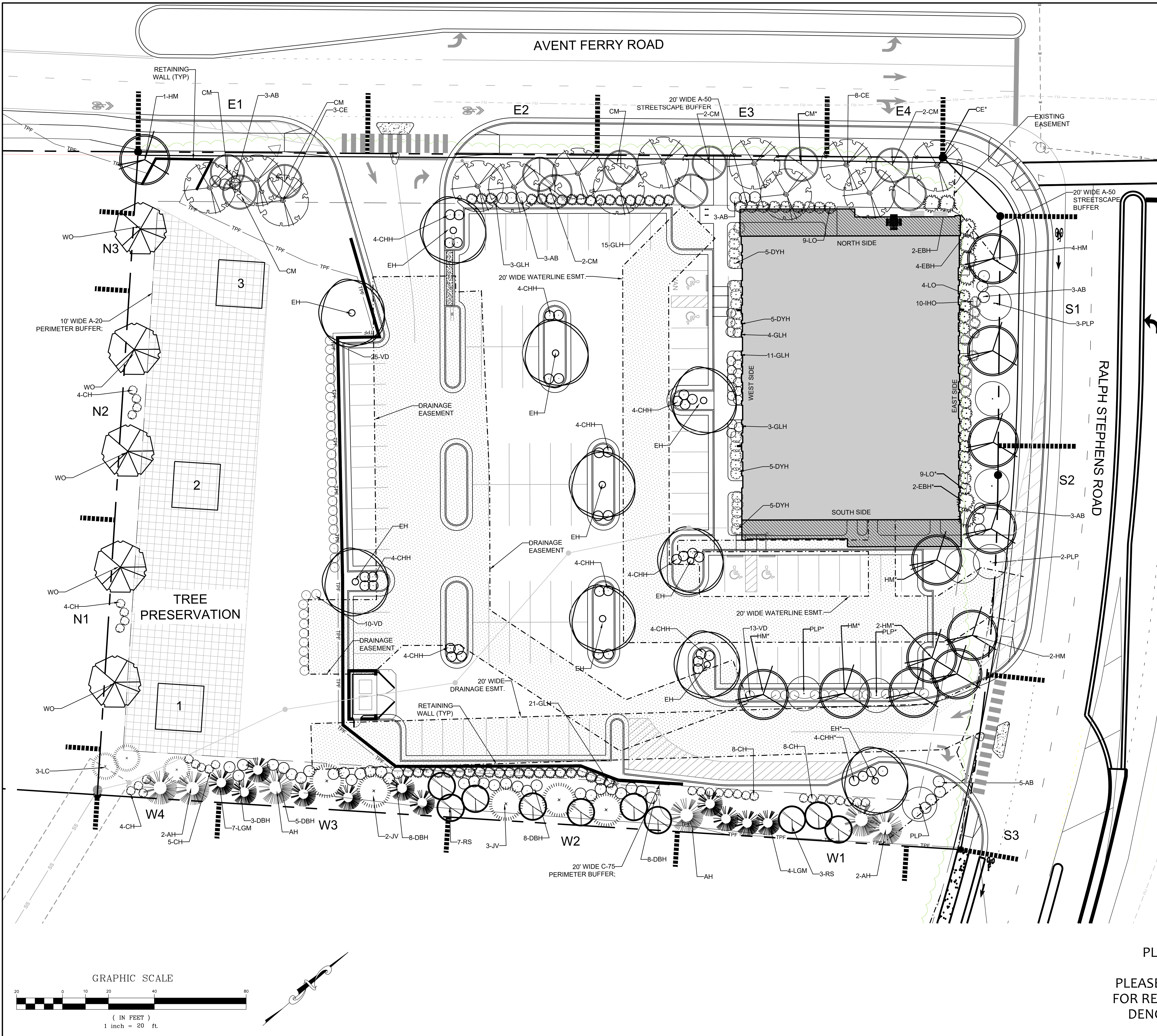
AVENT FERRY COMMERCIAL
HOLLY SPRINGS, NORTH CAROLINA
DEVELOPMENT PLAN
ROAD WIDENING PLAN

DRAWING
SHEET

C-4.0

PROJECT NUMBER
953-19

\\Users\Chris\Dropbox (TMTLA)\TMTLA Team Folder\Projects\Spaulding Engineering\Avent Ferry Retail Center\Avent Ferry Retail Center L-5.dwg, 4/3/2020 10:52 PM, DWG To PDF.pc3

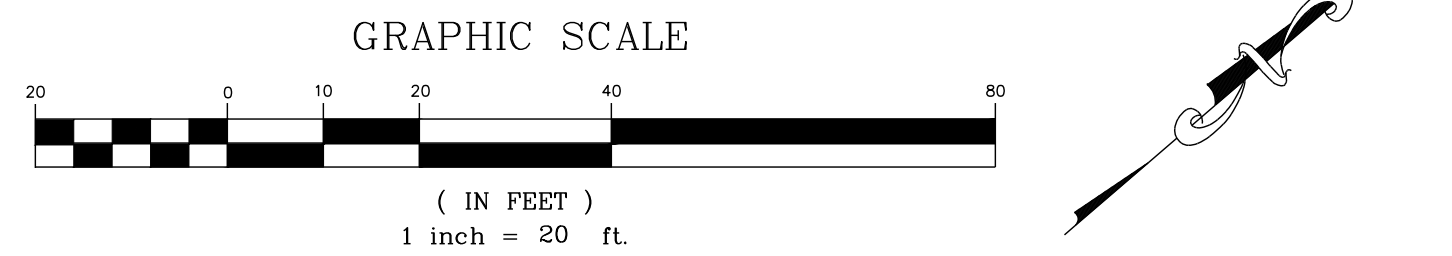


- LANDSCAPE NOTES
1. All landscaping shall be installed and maintained in accordance with the Town of Holly Springs development code and the latest edition of nursery standards by the American Nursery and Landscape Association (ANLA).
 2. Call utility locator service prior to any disturbance on this site. Contractor shall be responsible for confirmation of marked utilities within the area of work.
 3. Do not change the design without approval from the the Owner and/or code compliance authority.
 4. All turf areas or areas not otherwise specified shall be permanently seeded with tall turf fescue, established per sediment and erosion control requirements.
 5. Products: Rebel IV or eqv. tall turf fescue for the region, seed rate at 8 lbs / 1000 sf.
 6. All exposed soils or areas of disturbance shall be mulched, seeded, covered with sod or stabilized per sediment and erosion control requirements.
 7. Hard fescue/wildflower mix shall be seeded in disturbed area not intended to be maintained as mowed turf or mulched landscape beds.
 8. Defiant Hard fescue or eqv. seed rate at 5 lbs / 1000 sf.
 9. Products: Native Southeast Wildflower Seed Mix by American Meadows Seed Company or eqv at a seeding rate of 1 lbs /1000 sf.
 10. Planting areas shall be fine graded consisting of native topsoil or imported eqv to a depth of 8" and fertilized/limed per soil report.
 11. Seeded or turf areas shall be fine graded, consisting of native topsoil or imported eqv to a depth of 4" and fertilized/limed per soil report.
 12. Landscape contractor shall verify plant quantities. If discrepancy exists, use higher quantity.
 13. All newly installed trees and shrubs shall be guaranteed by the contractor for one year and replaced at the owners request if the plant is stressed, damaged, diseased or dead.
 14. Owner shall be responsible for the replacement of any required planting. Such replacement shall occur during the next planting season.
 15. Provide adequate visibility for safe vehicular and pedestrian movement within the parking area, plant materials located within five (5) feet of the back of curb / edge of pavement of an interior landscape island located at a critical turning point within a parking area shall be selected or maintained with a growth pattern not to exceed thirty-six (36) inches above grade.
 16. Plants located in an easement area are subject to approval by easement holder.

LEGEND

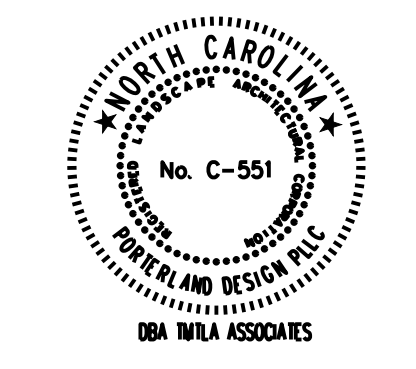
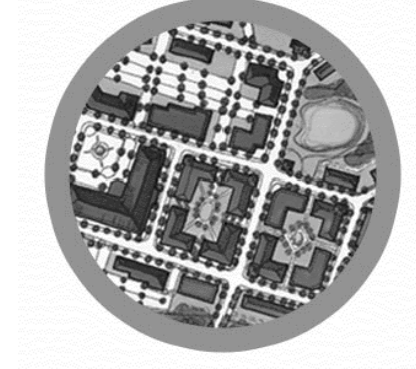
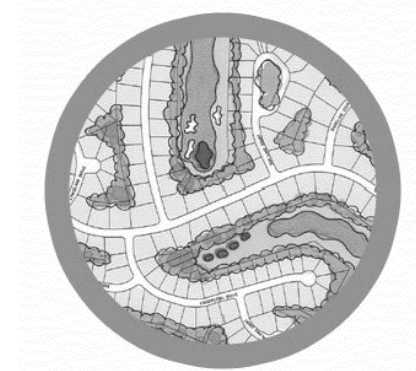
PROPOSED EASEMENTS
(HATCHED FOR CLARITY)

TREE PRESERVATION AREA



CALCULATIONS AND
PLANT CHART LOCATED ON SHEET L-2

PLEASE SEE ALTERNATE LANDSCAPE REQUEST
FOR RELOCATED PLANT MATERIAL. ANY PLANT
DENOTED WITH A * HAS BEEN RELOCATED



REVISIONS:

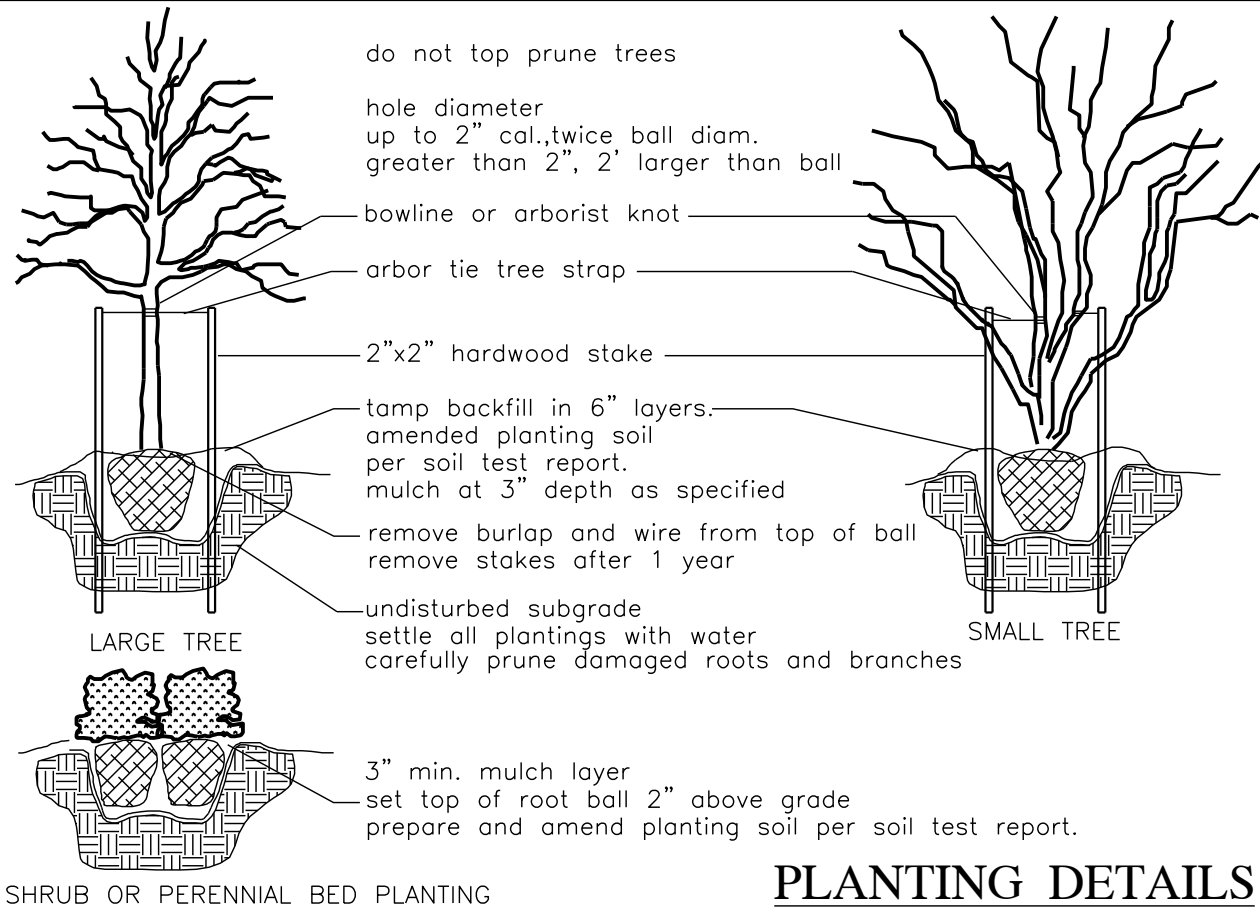
02/19/2020	
04/02/2020	

Landscape Plan
Avent Ferry Retail Center
1201 AVENT FERRY RD
Holly Springs, NC

SCALE:
1"=20'
DRAWN BY:
PMP
PROJECT #

DATE:
10-17-2019
SHEET
L-1
OF

TMTLA ASSOCIATES
5011 SOUTH PARK DRIVE, STE. 200 - DURHAM, NC 27713
p: (919) 484-8880 e: info@tmtla.com



PLANTING DETAILS

GENERAL PLANTING NOTES

1. VERIFICATION OF TOTAL QUANTITIES AS SHOWN SHALL BE THE RESPONSIBILITY OF THE PLANTING CONTRACTOR.
2. ALL TREES, SHRUBS, AND BEDDING PLANTS SHALL CONFORM TO THE ACCEPTED STANDARDS ESTABLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN.
3. ALL SAUCERS SHALL BE SOAKED WITH WATER AND MULCHED IMMEDIATELY FOLLOWING PLANTING.
4. SET TOP OF TREE ROOT BALL 4" ABOVE GRADE, SHRUBS 2" ABOVE GRADE.
5. PLANT MATERIAL SHALL CARRY A ONE YEAR WARRANTY AND REPLACEMENT GUARANTEE.
6. AMEND PLANTING SOIL WITH FERTILIZE AND/OR LIME PER SOIL TEST REPORT AT THE RECOMMENDED MANUFACTURERS APPLICATION RATE.
7. GUYING AND STAKING, IF NECESSARY, SHALL BE REMOVED AFTER ONE GROWING SEASON.
8. ALL ROOT BALLS REMOVED FROM CONTAINERS SHALL BE SCARIFIED PRIOR TO BACKFILLING.
9. ALL TREES HAVE BEEN LOCATED WITH RESPECT TO KNOWN OR EXISTING FACILITIES OR STRUCTURES, COORDINATE FIELD ADJUSTMENT WITH PROJECT OWNER OR AGENT.
10. ALL PLANT BEDS AND PLANT MATERIAL SHALL BE MAINTAINED IN GOOD HEALTH, AND ANY DEAD, UNHEALTHY OR MISSING PLANTS SHALL BE REPLACED WITH LOCALLY ADAPTED VEGETATION WHICH CONFORMS TO THE INITIAL PLANTING STANDARDS OF THE LANDSCAPE ORDINANCE.
11. REPORT ANY DISCREPANCIES TO THE PROJECT OWNER OR AGENT.
12. SUBSTITUTIONS OR ALTERATIONS SHALL NOT BE MADE WITHOUT PRIOR WRITTEN NOTIFICATION BY THE OWNER AND PERMITTING AUTHORITY.
13. APPLY 3" OF DOUBLE SHREDDED PINE BARK MULCH TO ALL PLANTING AREAS.
14. ADD COMPOST TO PLANTING SOIL TO ACHIEVE 5-10% ORGANIC CONTENT.
15. ALL MULCH BEDS ARE TO BE SPADE-CUT EDGED WHEN ADJACENT TO TURF AREAS.

PLANT LIST										
KEY	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	QTY.	PUV	PUV Total	%	LOCATION	COMMENTS
DECIDUOUS TREES										
HM	Quercus shumardii	Shumard Oak	2"	B&B	12	8	96	23.13%	Buffer	Single Stem & Tree Form
CE	Quercus nuttallii	Nuttall Oak	2"	B&B	13	8	104	25.06%	Buffer	
WO	Quercus phellos	Willow Oak	2 1/2"	B&B	5	8	40	9.64%	Buffer	
EH	Ostrya virginiana	Eastern Hophornbeam	2 1/2"	B&B	10	8	80	19.28%	Parking Lot	
PLP	Cornus florida	Flowering Dogwood	1"	B&B	8	5	40	9.64%	Buffer	
CM	Chionanthus virginicus	Fringe Tree	1"	B&B	11	5	55	13.25%	Buffer	
TOTAL						415				
EVERGREEN TREES										
JV	Juniperus virginiana	Eastern Redcedar	12' HT.	B&B	5	8	40	16.81%	Bufferyard	
AH	Ilex opaca 'Carnival'	American Holly	12' HT.	B&B	6	8	48	20.17%	Bufferyard	
EB	Ilex x 'Emily Bruner'	Emily Bruner Holly	6' HT.	B&B	6	5	30	12.61%	Foundation	
RS	Picea rubens	Red Spruce	6' HT.	B&B	10	5	50	21.01%	Bufferyard	
LGM	Magnolia grandiflora "Little Gem	Little Gem Magnolia	6' HT.	B&B	11	5	55	23.11%	Bufferyard	
LC	Cupressocyparis leylandii 'Moncal'	Leyland Cypress	6' HT.	B&B	3	5	15	6.30%	Bufferyard	
TOTAL						238				
SHRUBS										
AB	Abelia chinense	Abelia	36" HT.	Cont.	20	1	20	9.17%	Bufferyard	
CH	Ilex cornuta 'Fine Line'	Chinese Holly	36" HT.	Cont.	17	1	17	7.80%	Bufferyard	
LO	Loropetalum chinensis v. 'Pizzazz'	Pizzazz Loropetalum	36" HT.	Cont.	22	1	22	10.09%	Foundation	
DYH	Ilex vomitoria 'Nana'	Dwarf Yaupon Holly	36" HT.	Cont.	20	1	20	9.17%	Foundation	
DBH	Ilex crenata 'Dwarf Burford'	Dwarf Burford Holly	36" HT.	Cont.	32	1	32	14.68%	Bufferyard	
VD	Viburnum davidii	David Viburnum	24" HT.	Cont.	48	1	48	22.02%	Parking Lot Screening	
GLH	Ilex crenata 'Green Luster'	Green Luster Holly	24" HT.	Cont.	39	1	39	17.89%	Parking Lot Screening	
CHH	Ilex crenata 'Helleri'	Helleri Holly	24" HT.	Cont.	40	0.5	20	9.17%	Interior Parking	MAINTAIN AT 3' HT.
TOTAL						218				

PERIMETER YARD LANDSCAPING WEST BUFFER C 75					
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
W1-W3 100'	3 Large Evergreen Trees at 12' HT. 8 Points each	24		32%	Type C-75
	7 Small Evergreen Trees at 6' HT. 5 Points each	35	75	47%	Type C-75
	16 Large/Medium Shrubs at 36" HT. 1 Points each	16		21%	Type C-75
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
W-4 53'	2 Large Evergreen Trees at 12' HT. 8 Points each	16		40%	Type C-75
	3 Small Evergreen Trees at 6' HT. 5 Points each	15	40	38%	Type C-75
	9 Large/Medium Shrubs at 36" HT. 1 Points each	9		23%	Type C-75

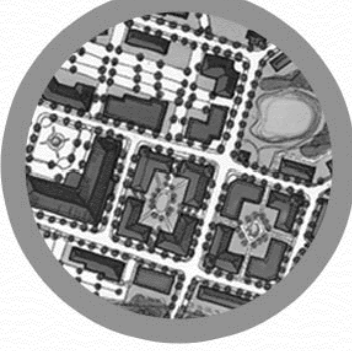
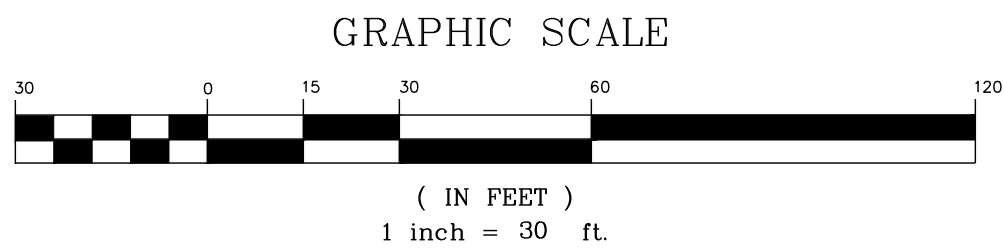
INTERIOR PARKING LANDSCAPING	
TOTAL PARKING SPACES	= 99
INTERIOR PARKING ISLANDS REQUIRED	= 10
INTERIOR LANDSCAPE ISLANDS PROVIDED	= 10
INTERIOR LARGE DECIDUOUS TREES REQUIRED	= 10
INTERIOR LARGE DECIDUOUS TREES PROVIDED	= 10
INTERIOR EVERGREEN SHRUBS REQUIRED	= 40
INTERIOR EVERGREEN SHRUBS PROVIDED	= 40

PERIMETER YARD LANDSCAPING STREETSCAPE BUFFER A 50					
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
E1-E3 100'	4 Large Deciduous Trees at 2 1/2" Cal. 8 Points each	32	50	64%	Type A-50
	3 Small Deciduous Trees at 1 1/2" Cal. 5 Points each	15		30%	Type A-50
	3 Large/Medium Shrubs at 36" HT. 1 Points each	3		6%	Type A-50
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
E4 50'	2 Large Deciduous Trees at 2 1/2" Cal. 8 Points each	16	26	62%	Type A-50
	2 Small Deciduous Trees at 1 1/2" Cal. 5 Points each	10		38%	Type A-50
* Due to the spacing requirement, some of the E-1 and E-2 plants are located adjacent to the parking lot.					

FOUNDATION LANDSCAPING	
NORTH ELEVATION	
REQUIRED AREA	95 L.F.* X 2 = 190 S.F.
PROVIDED AREA	190 S.F.*
PUV REQUIRED	95 L.F. X 20 POINTS PER 100 FEET = 19
PUV PROVIDED	2 SM. EVE. TREE AT 6' HT. (5.0 POINT) 10
PUV PROVIDED	9 MEDIUM SHRUBS AT 36" HT. (1 POINT) 9
TOTAL PUV PROVIDED	
19	
SOUTH ELEVATION*	
REQUIRED AREA	95 L.F.* X 2 = 190 S.F.
PROVIDED AREA	190 S.F.*
PUV REQUIRED	95 L.F. X 20 POINTS PER 100 FEET = 19
PUV PROVIDED	2 SM. EVE. TREE AT 6' HT. (5.0 POINT) 10
PUV PROVIDED	9 MEDIUM SHRUBS AT 36" HT. (1 POINT) 9
TOTAL PUV PROVIDED	
19	
EAST ELEVATION	
REQUIRED AREA	144 L.F.* X 2 = 288 S.F.
PROVIDED AREA	288 S.F.*
PUV REQUIRED	144 L.F. X 20 POINTS PER 100 FEET = 29
PUV PROVIDED	4 SM. EVE. TREE AT 6' HT. (5.0 POINT) 20
PUV PROVIDED	4 MEDIUM SHRUBS AT 36" HT. (1 POINT) 4
PUV PROVIDED	10 SM SHRUBS AT 24" HT. (0.5 POINT) 5
TOTAL PUV PROVIDED	
29	
WEST ELEVATION	
REQUIRED AREA	144 L.F.* X 2 = 288 S.F.
PROVIDED AREA	126 S.F.* 288
PUV REQUIRED	144 L.F. X 20 POINTS PER 100 FEET = 29
PUV PROVIDED	20 MEDIUM SHRUBS AT 36" HT. (1 POINT) 20
PUV PROVIDED	18 SM SHRUBS AT 24" HT. (0.5 POINT) 9
TOTAL PUV PROVIDED	
29	
* These plants are located on the east side of the property.	

PERIMETER YARD LANDSCAPING STREETSCAPE BUFFER A 50					
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
S1-S2 100'	4 Large Deciduous Trees at 2 1/2" Cal. 8 Points each	32	50	64%	Type A-50
	3 Small Deciduous Trees at 1 1/2" Cal. 5 Points each	15		30%	Type A-50
	3 Large/Medium Shrubs at 36" HT. 1 Points each	3		6%	Type A-50
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
S-3* 77'	3 Large Deciduous Trees at 2 1/2" Cal. 8 Points each	24	39	62%	Type A-50
	2 Small Deciduous Trees at 1 1/2" Cal. 5 Points each	10		26%	Type A-50
	5 Large/Medium Shrubs at 36" HT. 1 Points each	5		13%	Type A-50
* Due to the location of existing and proposed easements, some of the S-3 plants are located adjacent to the parking lot.					

PERIMETER YARD LANDSCAPING NORTH BUFFER		A 20			
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
N1-N2 100'	2 Large Deciduous Trees at 2 1/2" Cal. 8 Points each	16	20	80%	Type A-20
	4 Large/Medium Shrubs at 36" HT. 1 Points each	4		20%	Type A-20
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
N3 34'	1 Large Deciduous Trees at 2 1/2" Cal. 8 Points each	8	8	40%	Type A-20
7 REQUIRED					



Know what's below.
Call before you dig.

REVISIONS:

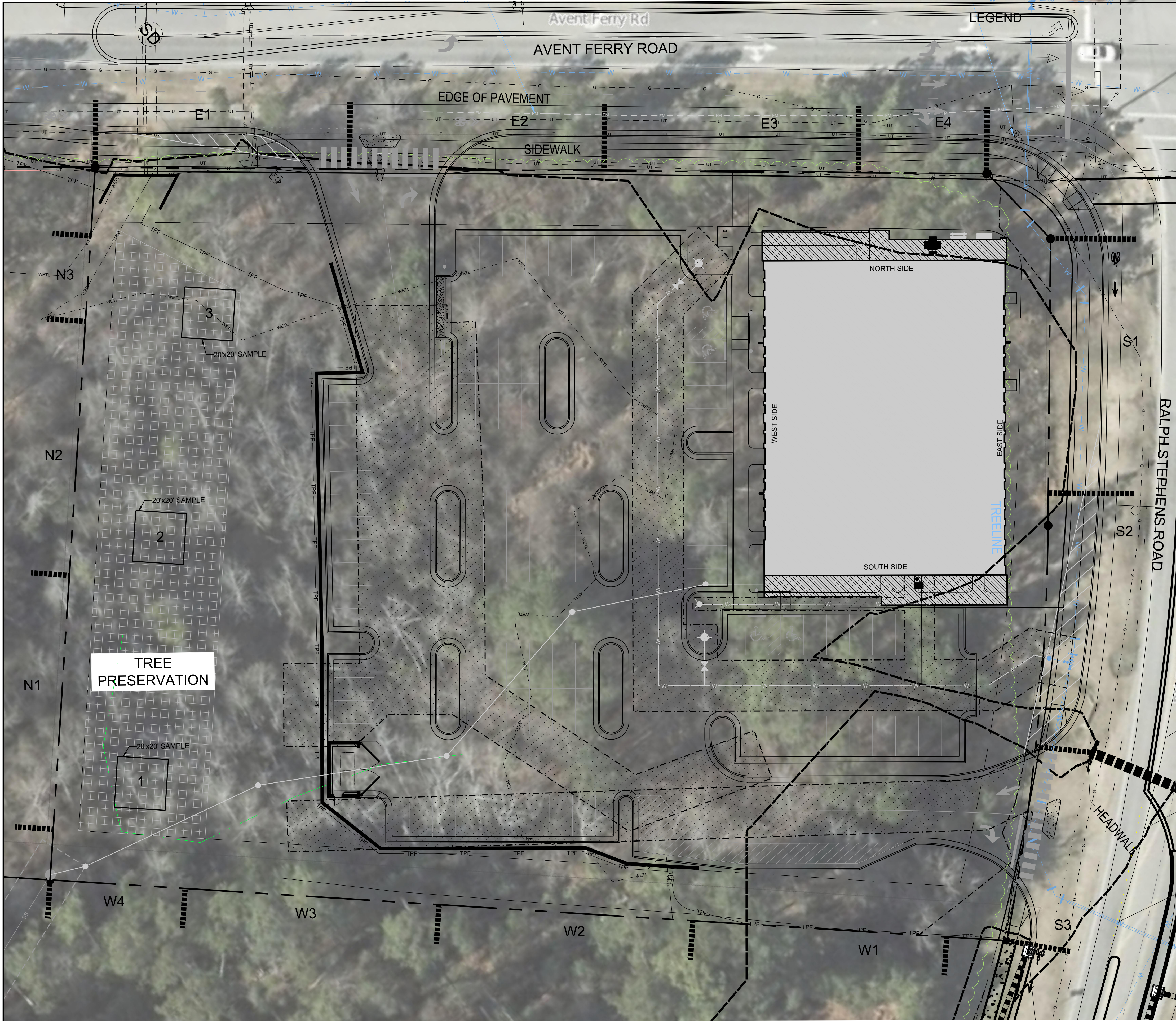
02/19/2020

Landscape Plan
Avent Ferry Retail Center
1201 AVENT FERRY RD
Holly Springs, NC

SCALE:
1"=30'
DRAWN BY:
JGB
PROJECT #

DATE:
9-25-19
SHEET
L-2
OF

TMILA ASSOCIATES
5011 SOUTH PARK DRIVE, STE. 200 - DURHAM, NC 27713
p: (919) 484-8880 e: info@tmila.com



TREE PRESERVATION PLAN
scale 1" = 20.0'

- GENERAL NOTES:
1. TREE INVENTORY TAKEN ON 03-30-20.
 2. SAMPLE AREAS ARE INTERPOLATED FROM CURRENT AERIAL PHOTO AND OFFSET DISTANCE FROM ADJACENT BOUNDARY LINE.
 3. AERIAL PHOTO PROVIDED PER WAKE IMAPS.
 4. TREES AND CORRESPONDING ROOT ZONE WITHIN TREE PRESERVATION AREA SHALL BE PROTECTED WITH TREE PROTECTION FENCING DURING SITE CONSTRUCTION.

NARRATIVE

THE TREE PRESERVATION AREA CONSISTS OF A MIXED AGED BOTTOMLAND HARDWOODS FOREST WITH A SPECIES COMPOSITION CONSISTING PRIMARILY OF RED MAPLE, POPLAR, SWEETGUM, AND PINES. TREES ARE GENERALLY HEALTHY AND ARE EXHIBITING NATURAL FOREST SUCCESSION PROCESS.

NO SPECIMEN TREES ARE PRESENT ON SITE.

INVENTORY DATA

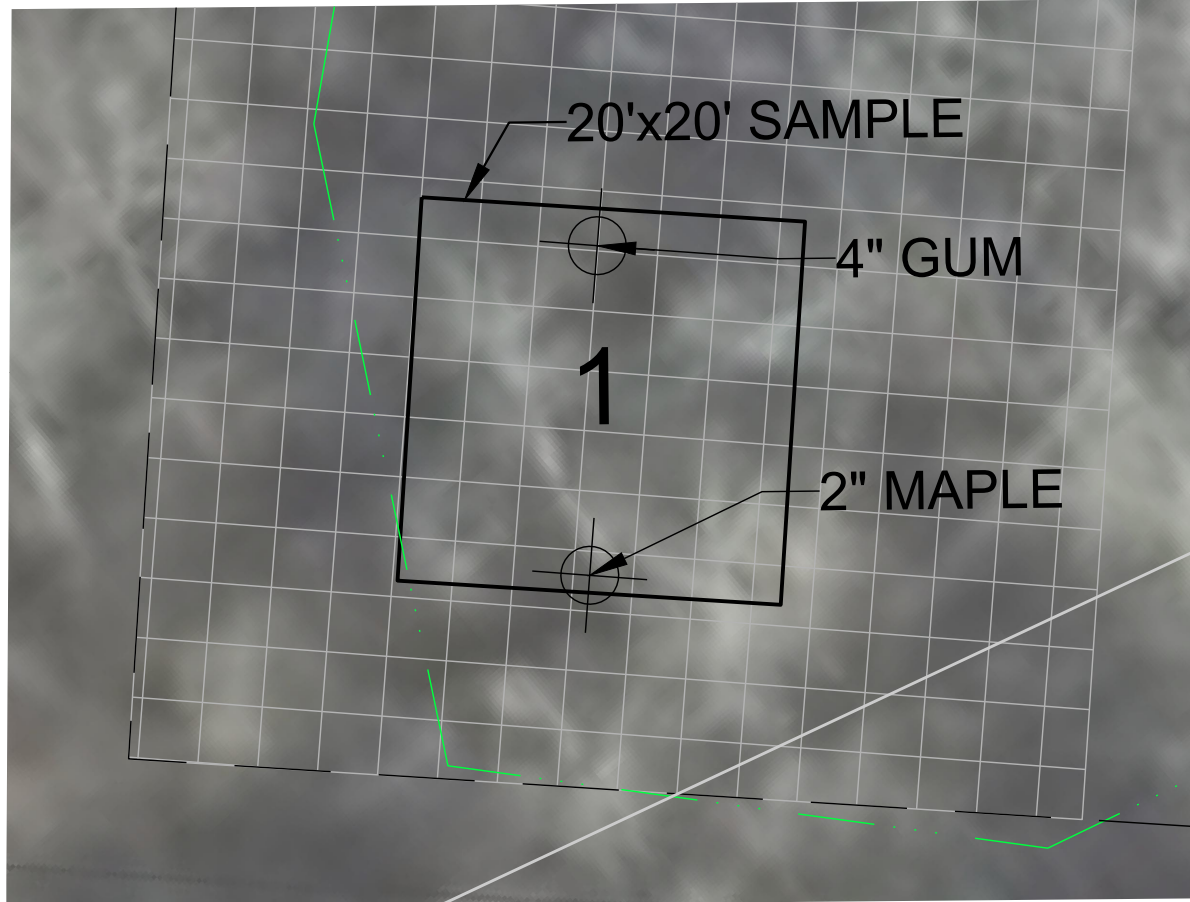
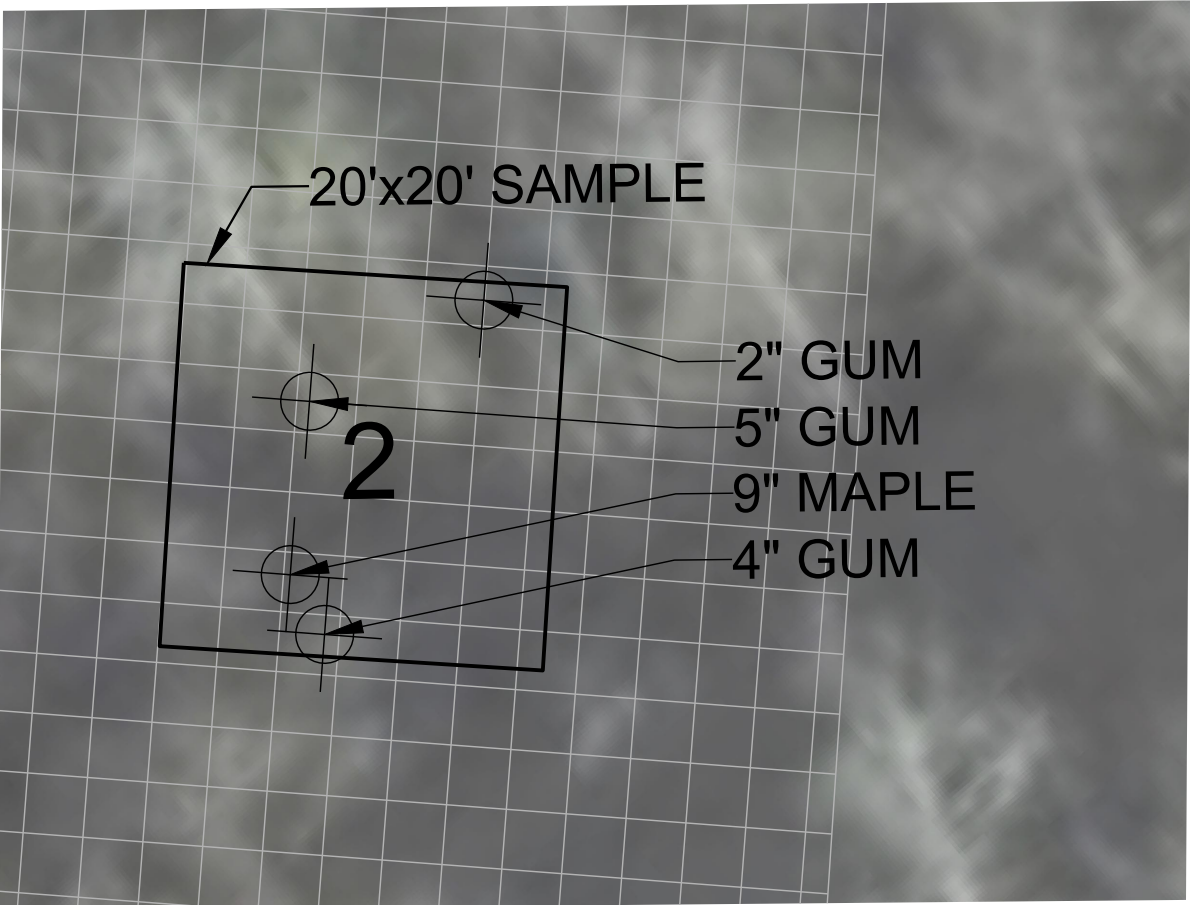
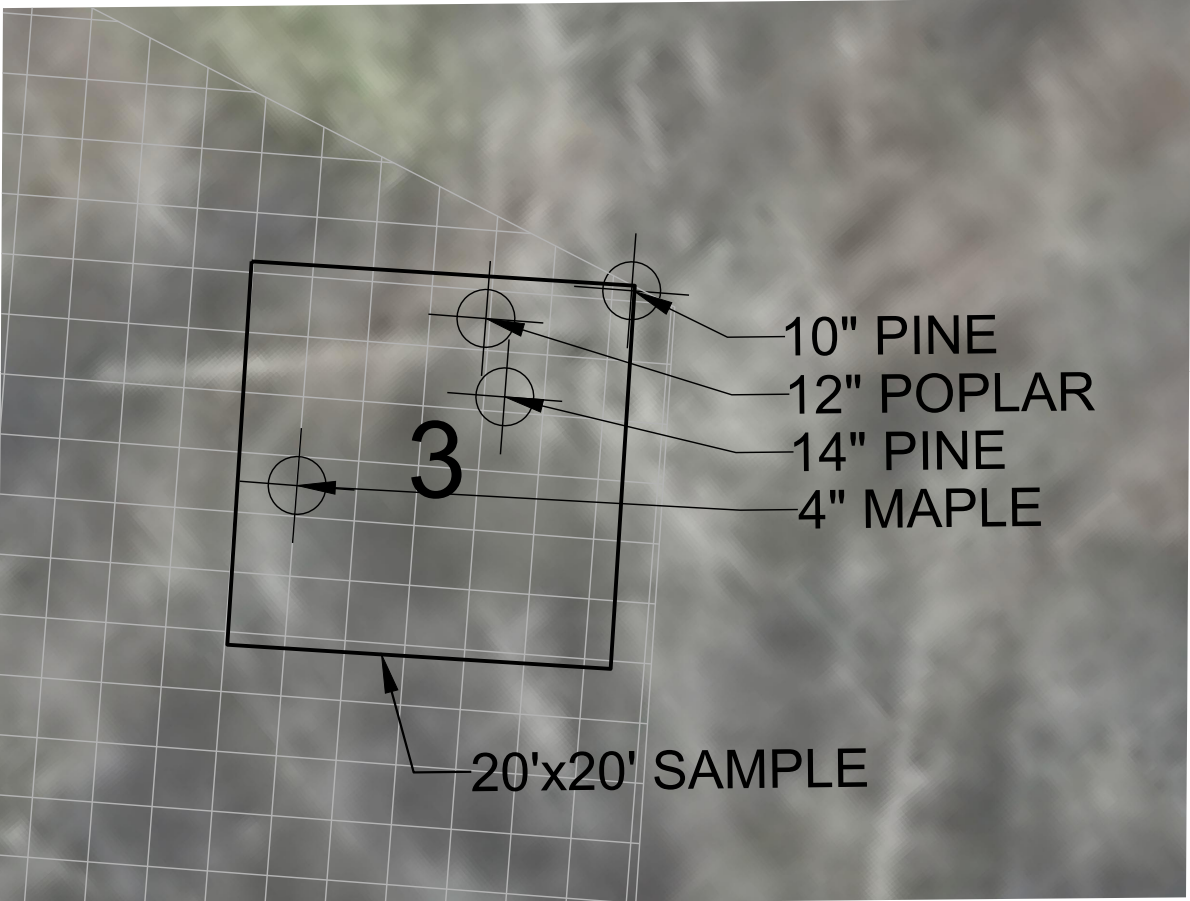
AVERAGE DBH = 6.6"
PERCENT HARDWOOD COMPOSITION = 80%



CALCULATIONS

TREE PRESERVATION AREA REQUIREMENT = SITE AREA (2.54)
X 0.10 = 0.25 AC (11,064 SF)

TREE PRESERVATION AREA PROVIDED = 0.26 AC (11,298SF)



PLOT SAMPLE AREAS
scale 1/4" = 1.0'



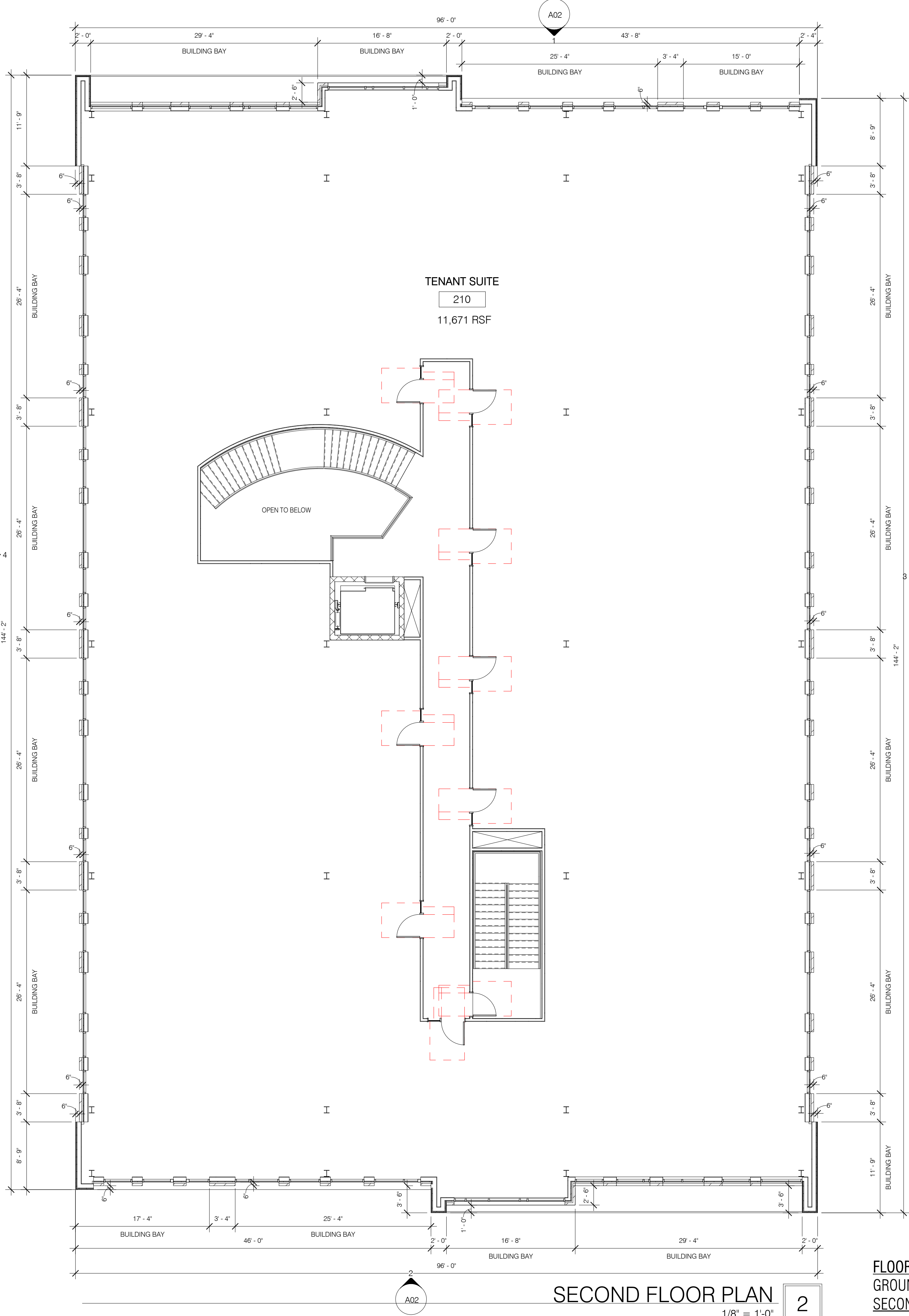
REVISIONS:

TREE PRESERVATION PLAN
Avent Ferry Retail Center
HOLLY SPRINGS, NC

SCALE:
1" = 20'
DRAWN BY:
CDR
PROJECT #

DATE:
4/3/20

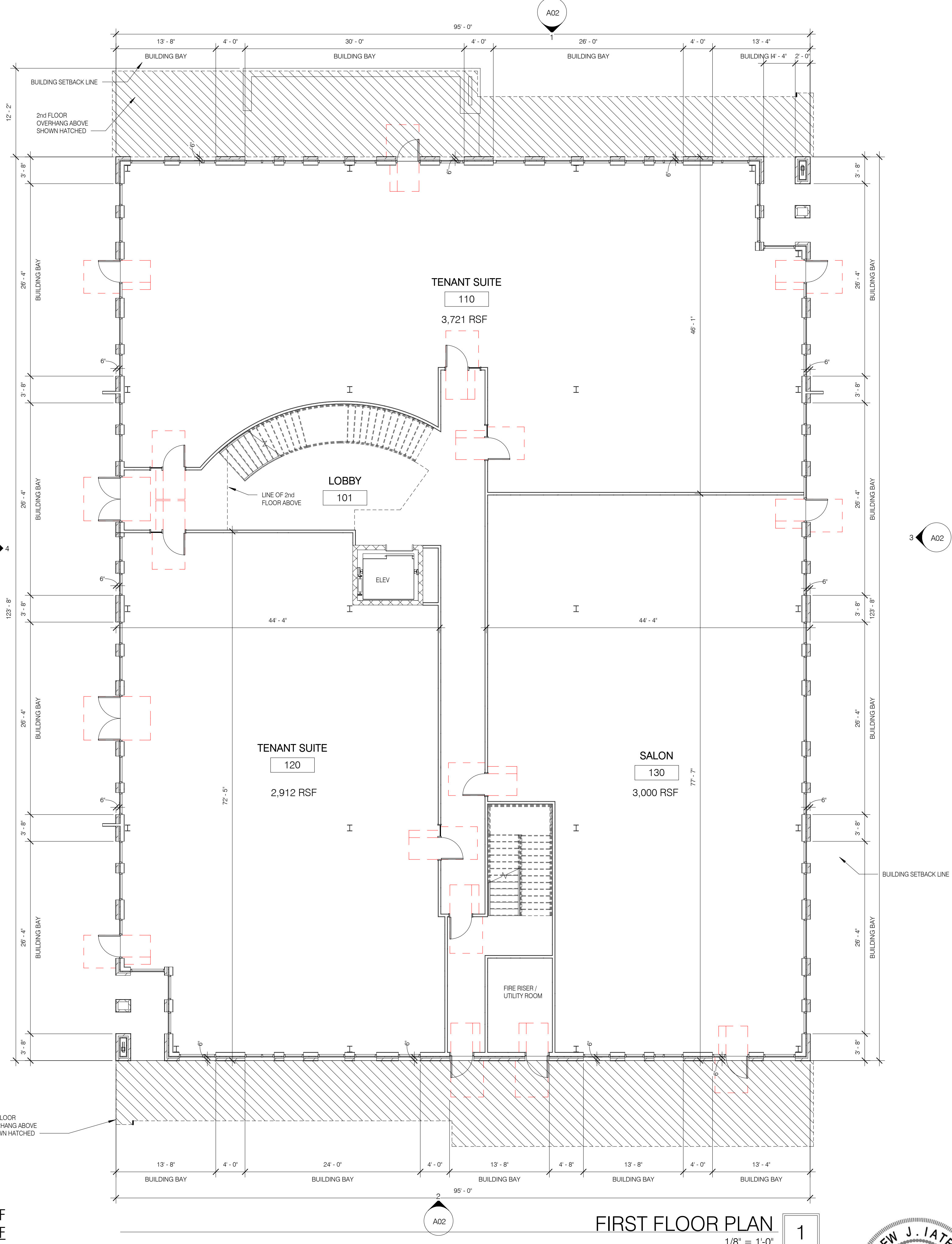
SHEET
L-3
OF



SECOND FLOOR PLAN

1/8" = 1'-0"

FLOOR AREA	
GROUND FLOOR -	11,479 SF
SECOND FLOOR -	13,348 SF
TOTAL	24,827 SF



FIRST FLOOR PLAN

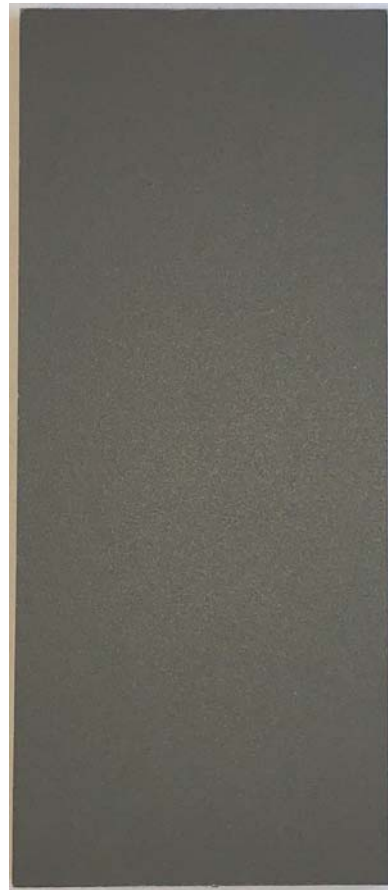
1/8" = 1'-0"

FLOOR PLANS



B1

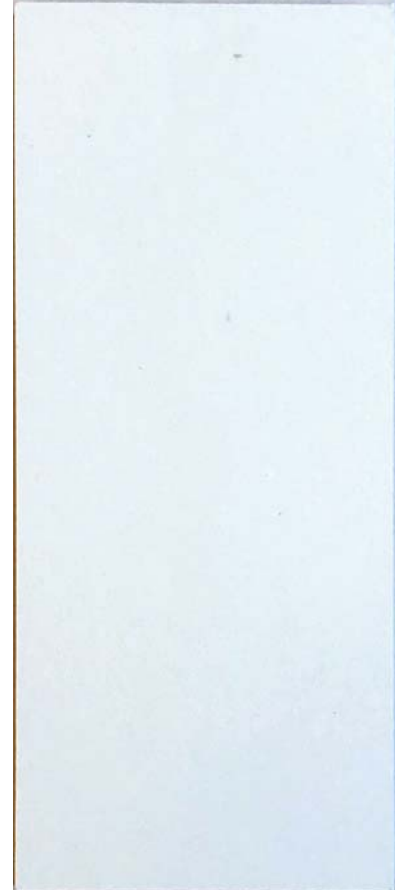
B2



S1
SWISS PEARL
NOBLIS
GRIS N212
SIDING PANEL



S2
SWISS PEARL
CARAT
ONYX 7091-11
SIDING PANEL



S3
SWISS PEARL
CARAT
ONYX 7099-11
SIDING PANEL



M1
ALUMINUM STOREFRONT
DARK BRONZE



M2
ALUMINUM STOREFRONT
BONE WHITE



G1
SOLARBAN - OPTIGRAY



P1
BENJAMIN MOORE
22016-10 STARTLING ORANGE



PERSPECTIVE VIEW - ENTRY DRIVE

1



PERSPECTIVE VIEW - STREET CORNER

2



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 20.

New Business

Title: Utley Creek Greenway Phase 2 Design Contract

Strategic Priority Area: Engaged

Healthy

& Active Community

Staff Resource: Matt Beard, Parks & Recreation

Action(s):

Approve budget amendment in the amount of \$24,602 to increase design budget for the Utley Creek Greenway Phase 2.

Approve design contract in the amount of \$324,601.86 for Alta Planning + Design, Inc for the design of approximately 6,200 linear feet of greenway.

Explanation:

- The Town solicited for design services of this greenway segment connecting the Holly Glen neighborhood to the Utley Creek Phase 1/Morgan Park development.
- Fourteen responses to the Town's Request for Qualifications were submitted from reputable, local and national, planning and engineering firms. The review team, comprised of staff from Parks & Recreation and Engineering, reviewed the qualifications submitted, and conducted interviews with the four top-ranked firms.
- After thorough consideration, the review team selected Alta Planning + Design, Inc to serve as the lead consultant with partners Summit Design & Engineering and Three Oaks Engineering.
- The project team brings a diversity of experience in greenway design, public outreach, and construction, with a number of similar projects being completed within the Triangle Region.
- The proposed scope of work has an expected timeline of 12 months.

Background:

- The location of this trail is shown on the Comprehensive Transportation Plan Pedestrian Companion Map (Figure 4.2B) as a proposed greenway, providing an east-west connection between the existing greenway at Morgan Park/Utley Creek Phase 1 west to the Holly Glen neighborhood.
- Coordination with the Town's Water Resource Director with regard to the proximity of the proposed greenway to the Town's Water Treatment Plant is, and will continue to be, a top priority in the design of this trail.
- Funds in the amount of \$300,000 were allocated for this project design as part of the June 23, 2020 year-end budget amendment approved by the Town Council on June 22, 2020.
- A budget amendment for \$24,602 is being requested in response to the increased

expected length of the greenway to ensure accessibility. The original length was less than one mile; the new expected distance is estimated to be 1.2 miles.

- Construction funding for this segment has been identified in the Community Investment Plan for Fiscal Year 2021-22 with the 2011 parks and recreation bonds as the source.

Funding Source(s):

Transfer \$24,602 from Park & Recreation Reserves (21.95) to Utley Creek Phase 2 Project Account (49-914-91).

Attachment(s):

1. UtleyCreekPhase2_FY21 Budget Amendment Form
2. Utley Creek Phase 2 Contract - Draft
3. Utley Creek Routes Graphic

Town of Holly Springs 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, 2021.

Department: Parks and Recreation **Date:** 8/18/2020

Reason for Budget Amendment:

Increased design cost for Utley Creek Greenway phase 2. Original estimated length was <1 mile, but accounting for ADA accessibility and topography, new estimate is approximately 6,200 LF, or 1.17 mile.

Expense			
Account #	Account Description	Increase	Decrease
21 95	Parks and Recreation Reserves - Transfer	\$ 24,602	
49-914-91 12.01	Utley Creek Phase 2 - Professional Fees	\$ 24,602	
Total Expense:		\$ 49,204	\$ -

Revenue			
Account #	Account Description	Increase	Decrease
21 360.17	Parks and Recreation Reserves - Fund Balance	\$ 24,602	
49-914-91 355.21	Utley Creek Phase 2 - Transfer from PR Reserves	\$ 24,602	
Total Revenue:		\$ 49,204	\$ -

Department Head Signature (or electronic submission)

Finance Director Signature (if necessary)

Town Manager Signature (if necessary)

Council Approved/Notified (if necessary)

Town Manager is authorized to transfer within a department without prior approval of Town Council.
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.

PROFESSIONAL SERVICES AGREEMENT
Holly Springs, NC Utley Creek Phase 2 Greenway Extension

PREAMBLE

This Agreement, effective as of **August 5, 2020**, is by and between **Alta Planning + Design, Inc.**, hereinafter called "**CONSULTANT**", and **Town of Holly Springs**, hereinafter called "**CLIENT**".

The CONSULTANT provides all design and engineering services in the State of North Carolina through its properly licensed affiliates, Alta Landscape Architecture SE, PLLC and Alta Engineering SE, PLLC.

The CLIENT has need for the services of a professional firm with the particular training, ability, knowledge, and experience possessed by the CONSULTANT; therefore, subject to the terms and conditions set forth below, the parties hereto mutually covenant and agree as follows:

1. SCOPE OF AGREEMENT

The CONSULTANT shall perform its duties and obligations under this Agreement ("**Services**") as outlined in the Agreement documents, consisting of the terms and conditions set forth herein, the attached Exhibits, and any Work Order(s) and/or amendments referencing this Agreement as may be executed by written agreement of the parties. In the event of any conflict between the Agreement documents, the relevant Work Order(s) and Exhibits attached thereto shall supersede. If CLIENT is bound to a Prime Agreement with a project OWNER in connection with any Services authorized hereunder, CONSULTANT shall be bound to the applicable portions thereof that prescribe CONSULTANT's obligations to CLIENT and OWNER.

This Agreement represents the entire understanding between the parties and shall supersede any prior representation or Agreement, written or oral. The parties hereby acknowledge and represent that they have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Agreement, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of this Agreement.

2. PAYMENT

Amount of Payment: CONSULTANT shall be compensated for all goods, materials, expenses, and services as set forth in all attached Work Order(s) and Exhibits. Any hourly rates listed are applicable to the current calendar year and may be updated annually.

Invoicing and Manner of Payment: The invoices shall describe the Services performed, as detailed in any attached Work Order(s) and/or Exhibits. CONSULTANT shall send invoices to CLIENT's Technical Representative, as identified in any relevant Work Order or Exhibit. CLIENT shall render payment upon any acceptable invoice within 15 days following receipt from CONSULTANT.

3. STANDARD OF CARE

In providing services under this Agreement, the Consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same locale. Consultant shall not be held responsible for any defects or delays caused by events outside of Consultant's reasonable control. CLIENT acknowledges CONSULTANT has no obligation to commence work for the project(s) under this Agreement until this Agreement and any relevant Work Order(s) are fully executed and effective. CONSULTANT's completion shall not extinguish or prejudice CLIENT's right to enforce this Agreement with respect to any default or defect in CONSULTANT performance.

4. TERMINATION

- A. ***Parties' Right to Terminate for Convenience:*** This Agreement may be terminated at any time by mutual written consent of the parties.
- B. ***CLIENT's Right to Terminate for Convenience:*** CLIENT may terminate this Agreement for any reason after 10 days' prior written notice to CONSULTANT.
- C. ***CONSULTANT's Right to Terminate for Cause:*** CONSULTANT may terminate this Agreement after 10 days' prior written notice to CLIENT if CLIENT breaches this Agreement or fails to pay CONSULTANT pursuant to the terms of this Agreement and CLIENT fails to cure within 10 business days after receipt of CONSULTANT's notice, or such longer period of cure as CONSULTANT may specify in such notice.
- D. ***Remedies:*** In the event of termination, CONSULTANT shall be entitled to full payment from CLIENT for Work completed through the date of termination. CLIENT shall have any remedy available to it in law or equity.

CONSULTANT's Tender Upon Termination: Upon receiving or issuing a notice of termination of this Agreement, CONSULTANT shall immediately cease all activities under this Agreement, unless otherwise agreed by the parties.

5. INSURANCE

The CONSULTANT shall obtain prior to the commencement of the Agreement, and shall maintain in full force and effect for the term of this Agreement, at the CONSULTANT's expense, a commercial general liability policy and automobile liability insurance policy for the protection of the CONSULTANT, its officers, agents, and employees and the CLIENT. If the insurance policy is issued on a "claims made" basis, then the CONSULTANT shall continue to obtain and maintain coverage for not less than three years following the completion of the Agreement. The policy shall be issued by a company authorized to do business in the project area, protecting the CONSULTANT against liability for personal and bodily injury, contractual liability, death and property damage, and any other applicable losses or damages with limits not less than

(a) \$1,000,000 per occurrence and \$2,000,000 in the aggregate for commercial general liability insurance policies, and

(b) \$1,000,000 per occurrence, combined single-limit or \$1,000,000 bodily injury and \$1,000,000 property damage for automobile liability insurance policies.

The insurance company shall provide the CLIENT with a certificate of insurance and an endorsement thereto naming the CLIENT as an additional primary insured. The certificate of insurance shall ensure if any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

6. PROFESSIONAL LIABILITY INSURANCE

The CONSULTANT shall provide the CLIENT evidence of professional liability coverage in an amount not less than \$1,000,000 per claim. The CONSULTANT shall keep in force the professional liability policy for at least one year after the expiration of the Agreement with the CLIENT.

7. INDEMNIFICATION

CLIENT and CONSULTANT each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives, from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of CLIENT and

CONSULTANT, they shall be borne by each party in proportion to its negligence.

8. PUBLICATION RIGHTS/RIGHTS IN DATA

The final reports or products and all material contained in the reports (graphics, photos, etc.) shall remain the property of the CONSULTANT. Delivery of materials produced as a direct result of the specific Services performed under this Agreement shall constitute for CLIENT a perpetual, royalty-free license to use said materials for the purpose for which they were intended. Any unauthorized transfer, reproduction or re-use of products delivered by CONSULTANT in connection with Services performed under this Agreement shall be at CLIENT's sole risk. The CONSULTANT accepts no responsibility for the use of the product beyond the intended purpose of this Agreement.

All original written material and other documentation, including background data, documentation, and staff work that is preliminary to final reports, originated and prepared for the project pursuant to this Agreement, shall become exclusively the property of the CONSULTANT.

The ideas, concepts, know-how or techniques relating to data processing developed during the course of this Agreement by the CONSULTANT or CLIENT personnel, or jointly by the CONSULTANT and CLIENT personnel, can be used by either party in any way it may deem appropriate at their sole risk.

Material already in the CONSULTANT's possession, independently developed by the CONSULTANT outside the scope of this Agreement or rightfully obtained by the CONSULTANT from third parties, shall belong to the CONSULTANT.

9. CHANGES

This Agreement may be amended only by written instrument signed by both the CONSULTANT and the CLIENT.

10. LEGAL VENUE

The terms of this Agreement shall be interpreted and governed according to the laws of the state in which the majority of the project work is performed.

11. DISPUTES

Prior to filing any claims related to this Agreement in the court of law, the parties shall endeavor in good faith to resolve disputes arising in connection to this agreement by a panel consisting of authorized representatives with the authority to execute agreements between the parties.

ALTA PLANNING + DESIGN, Inc.

Town of Holly Springs

By: _____
Name:

By: _____
Name:

Title: Vice President, as duly authorized
Date:
Business Address:
711 SE Grand Avenue
Portland, OR 97214
503-230-9862 phone
Employer ID #: 68-0465555

Title:
Date:
Address:
128 S. Main St.
Holly Springs, NC 27540
Phone: (919) 567-4018

WORK ORDER NO. 1

In accordance with the Professional Services Agreement between **Alta Planning + Design, Inc. ("CONSULTANT")**, and **Town of Holly Springs ("CLIENT")**, dated **August 5, 2020**, this Work Order describes the scope, schedule, and payment terms for CONSULTANT's Services on the Project known as:

00-2020-193 Holly Springs, NC Utle Creek Phase 2 Greenway Extension

CONSULTANT Technical Representative: Mike Repsch
Address: Alta Planning + Design, Inc.
711 SE Grand Avenue
Portland, Oregon 97214
Telephone No.: 503.230.9862
Email: mikerepsch@altaplanning.com
CLIENT Technical Representative: Matt Beard, AICP | Park Planner
Address: City of Holly Springs
128 S. Main St.
Holly Springs, NC 27540
Telephone No.: (919) 567-4018
Email: matt.beard@hollyspringsnc.us

SERVICES. The Services shall be described in the Exhibit(s) to this Work Order.

SCHEDULE. Because of the uncertainties inherent in the Services, Schedules are estimated and are subject to revision unless otherwise specifically described herein.

PAYMENT & INVOICES. For satisfactory completion of the Services described herein, CONSULTANT shall invoice CLIENT for a total amount not to exceed **\$324,601.86 (Three Hundred Twenty Four Thousand Six Hundred One Dollars and Eighty Six Cents)**, in accordance with the Schedule of Fees and Charges attached to this Work Order. The hourly rates listed (if any) are for the current calendar year and may be updated annually. The staff, labor categories and hours listed are subject to change as needed during the course of the performance of Services.

Services performed under this Work Order will be billed on a Lump Sum basis. Invoices will be submitted monthly showing progress toward milestones or current percent complete for each task.

TERMS AND CONDITIONS. The terms and conditions of the Professional Services Agreement referenced above shall apply to this Work Order, except as expressly modified herein.

ACCEPTANCE of the terms of this Work Order is acknowledged by the following signatures of duly authorized representatives of the parties.

Alta Planning + Design, Inc.

CLIENT

Signature

Date

Signature

Date

Vice President, as duly authorized

Printed Name, Title

Exhibit A
Services

Utley Creek Phase 2 Greenway Project Scope of Services

Project Understanding

The Utley Creek Phase 2 Greenway consists of a proposed 10-foot wide greenway and associated improvements from Evergreen View Drive to the Utley Creek Phase 1 Greenway, approximately 6,200'. The proposed route of the greenway will be to the south side of Utley Creek at the water treatment plant. The proposed route will require a maximum of 6 boardwalk crossings across Utley Creek and a maximum of 4 drainage culverts. Improvements such as amenity design, wayfinding, retaining walls, trail heads, landscaping, stream bank mitigation and stream buffer improvements are not expected and are not included in the scope.

The project will have impacts to existing wetlands and surface water features which will require various environmental permits. Construction land disturbance is expected to be more than 1 acres, so a North Carolina Department of Environmental Quality (NCDEQ) Erosion and Sediment Control Certificate of Approval will be required.

The Town will provide all coordination and land acquisition services with Duke Energy and private property owners. As such, those services are not included in the scope.

Scope of Work

The following approach is based on our understanding of the Town's needs and our experience with similar projects and national best practices.

Task 1: Location Surveys

- Courthouse Research - It is understood that 5 parcels would be contiguous with the project limits. Property deeds and map of records to be collected and reviewed. The Town of Holly Spring will contact those owner's prior to Survey.
- Project Control NC Grid (Horizontal/Vertical) Ties- Project baseline control to be established and referenced to the NC State Plane Coordinate system NAD 83-2011/North American Vertical Datum 1988 adjustment respectively.
- Baseline Traverse and Benchmarks -A baseline traverse of approximately 6,200 linear feet to be established along Utley Creek. Caps and rebars are to be set and placed below the plow line of natural grade. Once the traverse is completed and least squares adjustments made with level runs on the baseline, the data will be provided for review and checks. Four TBM will be set, elevated and referenced in the final deliverables. Summit's standard field procedures are to set a Bench Tie as opposed to iron spikes for benchmarks.
- DTM- Summit collects natural ground elevations by conventional means and supplements with QL2 Lidar data to assist with preparation of the Final DTM. This area appears to be approximately 10 acres. Vegetation lines and wood lines to be shown graphically.
- Hydrographic Survey- Summit crew will locate all stream and tributaries within the greenway corridor. Summit will collect data at natural ground and break lines along the water courses. Location of the creek top of banks and creek channel to be collected.

- Property Ties and Analysis - Summit will attempt to recover existing property corner location or natural features to provide the best tie to properties contained within the project limits. From record data and evidence collected in the field determination to existing property corners to be shown on the Final Survey.
- Field Location of Topographic and Planimetric Features - Location of hard structures within the project limits to be located and shown per the Final Survey. These to include guardrail, signs, bridge abutments, utility pole and services (as visible), fences, pull boxes, etc., located with project limits. Location of non-gravity utilities within the project limits as marked by NC 811 contractors. Location of sewer facilities and storm drainage within the project limits. Invert elevations, size and material of pipes of pipe and utilities to be collected.
- Production of Base Map – Final production of the Final Survey (2D) and DTM (3D) files. Mapping to be drawn at a scale of 1" =50'. Deliverables to be AutoCad DWG or MicroStation DGN format.

Deliverables

- Final Survey dwg/dgn file
- DTM dwg/dgn file
- TIN file

Task 2: Geotechnical Services

The project corridor is located within the Durham Subbasin of the prominent Deep River Triassic Basin. North Carolina's Triassic Basins are rift basins that formed over 220 million years ago as the supercontinent of Pangea began to split apart. Streams carried mud, silt, sand, and gravel from the adjacent highlands into the newly formed rift valleys, eventually forming irregular layers of sedimentary rocks. From a geotechnical standpoint, Triassic Basins are known for their slope stability issues, settlement problems, highly plastic clays, and shallow degradable rock.

The geotechnical scope calls for a total of twelve (12) borings for the six (6) proposed timber boardwalk structures that will cross Utley Creek at various points along the greenway alignment. One boring will be drilled at each end bent of the proposed structures. Standard Penetration Testing (SPT) will be performed at five-foot intervals at all boring locations. Additionally, ten (10) feet of rock coring is anticipated for each structure to account for potential shallow rock, which is commonly encountered in the Durham Subbasin. Summit will provide one (1) drill rig and one (1) drilling crew for the field investigation on this project. Drilling oversight and logging of geotechnical borings will be conducted by a Field Geologist or Field Engineer. Summit will be responsible for marking proposed boring locations in the field, and will utilize a survey-grade GPS to perform the boring layout. Wilson Clearing and Mulching will be subcontracted to clear access for our drill rig to heavily wooded boring locations. Their fee is included in this estimate, and their work is anticipated to take three (3) days.

A total of fifteen (15) soil samples will be collected and submitted to Summit's laboratory for Atterberg Limits (ASTM D4318), Wash #200 Sieve w/Grain Size Analysis (ASTM D422), and Natural Moisture Content (ASTM D2216). Upon the completion of the fieldwork and lab testing, Summit Geologists will produce a Subsurface Inventory Report showcasing the subsurface data at each proposed crossing. The data will then be utilized by Summit's Senior Geotechnical Engineer to provide structure foundation recommendations for each timber boardwalk structure.

Deliverables:

- Geotechnical report with foundation recommendations as noted

Task 3: Environmental Survey and Documentation

Three Oaks Engineering, Inc. (Three Oaks) will provide the natural systems data/documentation and environmental permitting required for the project. National and State Environmental Policy Act (NEPA/SEPA) coordination/documentation is not anticipated for this project since the Town of Holly Springs (Town) expects to fund the project using a portion of the authorized, but not issued 2011 Parks and Recreation bond funds. In addition, the Town expects to apply for a Wake County-funded greenway grant as an additional funding resource.

3.1 General Data Collection and Review

Background Data Collection

- Three Oaks will work with the Town of Holly Springs to collect background data associated with the project.

Cultural Resource Project Review

- Due to the likely need for a U.S. Army Corps of Engineers (USACE) permit, the project (or portions of the project) may be federalized and require coordination under Section 106 of the National Historic Preservation Act. Three Oaks will prepare and submit a North Carolina State Historic Preservation Office (NC-HPO) Project Review Checklist. This checklist will include a description of the project, project study area maps, review of known cultural resources, and site photographs of all structures within the project study area that appear to be 50 or more years old.
- Exclusions - Conducting cultural resource surveys, including historic architecture, cultural resource, or archaeological resource surveys are not provided in the scope.

3.2 Natural Resource Technical Memorandum

Three Oaks will complete a Natural Resource Technical Memorandum (NRTM) for the project study area. The following will be performed to complete the NRTM:

- Project site background information and mapping review
- Field investigation
 - Delineate potential jurisdictional waters of the U.S. (wetlands, streams, surface waters)
 - Surveys/habitat assessments for relevant protected species
 - Identify suitable habitat and conduct surveys for Bald Eagle if the latter is required
- Complete Draft and Final Preliminary Jurisdictional Determination (PJD) Package
- Complete Draft and Final NRTM documents

Specific tasks associated with the NRTM are described below:

- Pre-Field work
 - Preparation for field work will include data collection, creation of field maps, and preparation of field equipment.
- Jurisdictional Delineation Field Work
 - Field work will include data collection and any necessary form completion for streams, wetlands, and/or surface waters. Wetland identification methodology developed by the USACE and stream identification methodology developed by the N.C. Division of Water Resources (NCDWR) will be employed. If potential jurisdictional features are present, they will be flagged in the field and feature points will be recorded using a sub-meter Trimble R1 GPS (Note: these points will be sub-meter but

will not be survey-grade). Wetland boundary points will be flagged using pink and black striped flagging and stream points flagged with blue flagging. These feature points will be incorporated into both GIS shapefiles and CAD files and feature boundaries/channels will be developed.

- Protected Species Surveys
 - County-appropriate protected species assessments will be performed per the U.S. Fish and Wildlife Service (USFWS) Endangered and Threatened Species and Species of Concern by County for North Carolina (https://www.fws.gov/raleigh/species/cntylist/nc_counties.html) and Information for Planning and Consultation (IPaC; <https://ecos.fws.gov/ipac/>) websites. As of June 27, 2018, the USFWS lists the following species for Wake County:
 - Bald eagle – Bald and Golden Eagle Protection Act
 - Cape Fear shiner – Endangered
 - Carolina madtom – Proposed Endangered
 - Neuse River waterdog – Proposed Threatened
 - Red-cockaded woodpecker – Endangered
 - Atlantic pigtoe – Proposed Threatened
 - Dwarf wedgemussel – Endangered
 - Tar River spiny mussel – Endangered
 - Yellow lance – Threatened
 - Michaux's sumac – Endangered
 - Atlantic sturgeon – Endangered (listed by the National Oceanic and Atmospheric Administration (NOAA) – National Marine Fisheries Service (NMFS))
 - Of the species listed above, the only species that have overlapping ranges (per IPaC) and require habitat assessments/surveys are bald eagle, red-cockaded woodpecker, Cape Fear shiner, and Michaux's sumac. Habitat assessments/species surveys will be completed for these species during optimal survey windows.
- Creation of WEX and WET files
 - Delineated stream, wetland, and surface water data will be integrated into a WEX file in both Microstation and AutoCAD format. Any changes from the agency site visit with the Town of Holly Springs and regulatory agencies will be incorporated into a FINAL WET file, also in both file types.
- Preparation of Preliminary Jurisdictional Package (PJD)
 - DRAFT and FINAL PJD packages will be prepared in accordance with the requirements of USACE and NCDWR. Information/documentation will include but may not be limited to the following:
 - A cover letter, including tables identifying potential stream, wetland, and surface water features in the study area
 - A USACE Preliminary ORM Data Entry Fields for New Actions form
 - A USACE Jurisdictional Determination Request form
 - A USACE Appendix 2 - PJD form
 - A USACE Waters Upload Microsoft Excel worksheet
 - An Agent Authorization Form (to allow Three Oaks to submit on the Town's behalf)
 - Right of Entry forms, if required (if agencies will have to access property other than the Town's to assess the delineation)
 - USACE Wetland Determination forms (wetland and upland) for all wetlands in the study area
 - NCDWR Stream Identification forms for all streams in the study area
 - 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 any low quality/disturbed wetlands that are potentially being impacted as part of this project
- Detailed mapping of the project, including a vicinity map, a project study area map on topographic imagery, a jurisdictional features map on aerial imagery, and a jurisdictional features map on LiDAR
 - Internal quality assurance using three signature sign-off by the preparer, technical reviewer, and quality assurance reviewer will be documented for the DRAFT PJD Package. Revisions will be incorporated, and the FINAL PJD Package will be submitted to regulatory agencies.
- Agency site visit
 - Three Oaks will coordinate a site visit with the Town of Holly Springs and regulatory agencies.
- DRAFT NRTM
 - A DRAFT NRTM will be prepared for the project, including information related to project background, methodology and contributors, jurisdictional features within the study area, and protected species. Mapping will also be included. Internal quality assurance using three signature sign-off by the preparer, technical reviewer and quality assurance reviewer will be documented for the DRAFT NRTM.
- Review Comments and Final NRTM
 - Three Oaks will incorporate Town comments on the DRAFT NRTM to create the FINAL NRTM. Internal quality assurance using a three-signature sign-off by the preparer, technical reviewer, and quality assurance reviewer will be documented for the FINAL NRTM. Both a Microsoft Word and Adobe PDF version of the final document will be provided.

NRTM Deliverables:

- DRAFT WEX file
- FINAL WEX file
- FINAL WET file (if an agency visit is required and changes are made to the delineation)
- DRAFT and Final PJD Packages
- DRAFT NRTM, including all figures and appendices
- FINAL NRTM, including all figures and appendices
- GPS files
- A copy of all shapefiles used to create the figures
- QA/QC forms with signatures, if requested

3.3 Environmental Permitting

Three Oaks will prepare and submit the environmental permit application package for the project. As part of this task, Three Oaks will assist the Town/Alta/Summit in developing the following for the permit application:

- A set of roadway plans for the project (either final design or close to final design)
- A set of wetland and stream permit drawings highlighting any wetland and stream impacts along the project
- A stormwater management plan/narrative
- Avoidance and minimization language to be included in the permit application
- Any Town- or county-specific items, if required

Once the above items are completed and provided, Three Oaks will incorporate them into a draft permit application. It is assumed that this project will be permitted under a Section 404 Nationwide Permit from USACE and a corresponding General Water Certification from NCDWR; the Nationwide Permit number will be determined once

permit drawings are developed. The Town will be responsible for costs associated with the NCDWR permit application fee.

If compensatory mitigation is required, Three Oaks will submit a request for compensatory mitigation credits to offset the required mitigation to either the North Carolina Division of Mitigation Services (NCDMS) or an approved mitigation bank. The Town will be responsible for costs associated with the compensatory mitigation, if required.

The permit application will be developed and submitted using the NCDWR electronic Pre-Construction Notification (PCN) website (https://edocs.deq.nc.gov/Forms/Pre-Construction_Notification_Form). Internal quality assurance by the preparer, technical reviewer, and quality assurance reviewer will occur. Prior to submission, Three Oaks will provide the draft permit application to Alta and the Town for review. Once comments/revisions are incorporated, the application will be submitted electronically to agencies (using the same agent authorization form as the PJD, which allows Three Oaks to submit on behalf of the Town).

Task 4: 25% Design Phase

Given the nature of the project, the propose design plans will include information related to horizontal alignment, vertical alignment, horizontal design elements including but not limited to greenway geometry, safety rail locations, boardwalk/culvert locations, locations of tie points to cut and fill slopes, etc.

4.1 Title Sheet

Alta will prepare a Title Sheet for the plan package. The Title Sheet will contain job title, sheet index and project location map.

4.2 General Notes and List of Standard Drawings

Alta will prepare a General Notes and List of Standard Drawings sheet with references to any NCDOT standards to be utilized.

4.3 Conventional Symbols

Alta will include the NCDOT standard Conventional Symbols sheet.

4.4 Pavement Schedule and Typical Sections

Alta will provide a Pavement Schedule and Typical Sections sheet that will illustrate the proposed greenway construction.

4.5 Summary of Quantities

Alta will provide a Summary of Quantities plan detailed proposed earthwork and any other items deemed necessary to be quantified.

4.6 Alignment Sheets

Alta will develop a baseline horizontal alignment for the project and prepare Alignment Sheets.

4.7 Plan and Profile Sheets

Alta will prepare Plan and Profile Sheets that will illustrate the proposed greenway construction, including horizontal and vertical geometry. Locations of proposed swales, boardwalks, and culverts will be provided.

4.8 Cross Sections Summary Sheet

Alta will prepare a Cross Section Summary sheet detailing proposed earthwork computations at each cross section.

4.9 Cross Sections

Alta will prepare cross sections of the proposed improvements.

4.10 Construction Cost Estimate

Alta will prepare a preliminary construction cost estimate, based on the most recently available NCDOT weighted unit prices and other cost information supplied by the Town. The cost estimate will be in NCDOT format and utilize NCDOT item numbers unless specified otherwise.

4.11 Design Submission

A 25% Design Submission will be made to the Town. It is assumed all deliverables will be submitted in electronic format.

Task 4 Deliverables:

- 25% Design Plans
- 25% Construction Cost Estimate

Task 5: Hydrologic/Hydrologic Analysis and Design and Erosion Control Design

- The hydraulic and erosion control scope assumes the greenway will be approximately 6,200 LF, and the majority will parallel Utley Creek as shown in the proposed alignment. The proposed alignment will have six crossings of Utley Creek.
- The scope is written assuming a No-Rise can be achieved. Given the insurable structure within the 100-Year floodplain, it is unlikely a Conditional Letter of Map Revision (CLOMR) would be approved. However, if there are increases to the 100-year base flood elevations that do not affect this structure, the preparation of a CLOMR could be handled with a supplemental. This scope includes the submittal of a No-Rise package to NC Floodplain Mapping and Erosion Control Plans to NCDEQ.
- Summit will collect all required data for the No-Rise package and Erosion Control submittal (HEC-RAS model, USGS quad Maps, etc.).
- A field investigation of the proposed alignment and stream crossings will be performed. Summit will walk the drainage areas to determine existing drainage patterns and verify/supplement the final survey. The field visit will also include fully investigating the anticipated stream crossings and collecting appropriate data.
- Summit will conduct a preliminary flood study including HEC-RAS analysis with the 25% plans to determine if a No-Rise is achievable with proposed grade and stream crossing locations. Based on this analysis, Summit will coordinate with Alta on any changes that need to be made. Please note, one structure is outside the FEMA study area, so it will not be assessed in this preliminary analysis.
- Following the preliminary flood study, each crossing will be designed and analyzed in HEC-RAS. The HEC-RAS analysis will only consist of modeling the flows from the effective FEMA model and the 2-year storm to calculate scour. A condensed Bridge Survey Report (BSR) or Culvert Survey Report (CSR) will be developed to document the hydraulic performance of each crossing, included in the No-Rise package and used for structural design. The BSR/CSR will only consist of plan and profile views of the bridge/culvert, a typical section and the FEMA performance table. The 2-Year scour will be calculated and shown on the BSR. All No-Rise documents

will be generated, and the No-Rise package will then be compiled and submitted to NC Floodplain Mapping. Please note one crossing is outside the FEMA study area, so it will not be included in the FEMA HEC-RAS analysis. A BSR/CSR will be developed, and a HEC-RAS analysis for the 2-Year scour will be performed.

- Summit will design drainage ditches for the 6,200 linear feet of greenway as required. All proposed ditches will be analyzed for capacity and stability, with stabilization provided as needed. It is assumed there will be four outfalls on the project. Outfall analyses will be performed, and outlet protection will be provided for the proposed system. Pre-Post analyses will be performed for each outfall. There are four (4) anticipated pipe crossings, and they will be individually analyzed with the results recorded in pipe data sheets. Drainage design will include analysis of pipe cover and material considerations as dictated by the project conditions.
- If warranted, SCMs associated with roadways (e.g. grassed swales and preformed scour holes) will be designed.
- Permit drawings will be designed for the streams and wetland impacts. This scope assumes there will be two jurisdictional sites. The permit package will also include a Stormwater Management Plan. Please note the number of impacts will increase with the number of crossings, so the permit drawing fee has incremental costs similar to the No-Rise package fee. Buffer impacts will not be required as this project is located in the Cape Fear River Basin downstream of Jordan Lake.
- Erosion control plans consisting of clearing and grubbing and final paving with any required detailed construction sequences will be prepared. It is assumed that one crossing will require a phasing plan. The erosion control plans will be developed in accordance with NCDEQ and Town of Holly Springs requirements. Summit will submit the erosion control plans to NCDEQ for approval. Permitting fees will be the responsibility of the Town.

Assumptions and exclusions

- The design of major permanent SCMs (e.g. wet ponds, bioretention basins, constructed wetlands, etc.) is not anticipated or accounted for in the scope of work given the nature of this project. Swales will be included to the greatest extent practicable.

Deliverables

- Drainage (drn) file with redline drainage plans
- BSR(s)/CSR(s)
- Inlet and storm computations
- Ditch calculations
- No-Rise Package (or justification for CLOMR/LOMR)
- Permit Drawings
- Final quantities for drainage
- Erosion control plans and special provisions
- Final quantities for erosion control design

Task 6: Structural Engineering Design

SUMMIT will provide structural designs for a timber boardwalk and the required substructure components and foundation components. It is our understanding that these components are to be designed for H5 vehicular loading as well as AASHTO pedestrian loads. Design is to follow the currently adopted AASHTO Load and Resistance Factor Design for Pedestrian Bridge Code. All foundations for boardwalks are assumed to be driven timber piles.

Design plans and all associated construction documents will be sealed and ready for submittal to the Client. SUMMIT will coordinate with the geotechnical engineer on pile head loads and will provide pile designs based upon the geotechnical engineer's recommendations for the geotechnical capacity of these systems. SUMMIT work with the

geotechnical engineer in determining the point of fixity for pile systems and the required tip depths. In the event that footings are required, SUMMIT will provide loads to the geotechnical engineer and develop footings based upon their recommendations for allowable bearing pressure.

Assumptions

- There will be six crossings of Utley Creek
- 50' Timber Boardwalk with 10' spans and 20' maximum span length and timber railings. This will be considered the Initial Site, additional sites not to exceed 50' in length.
- 10' wide clear distance.
- Timber piles only

Deliverables:

Design plans and all associated construction documents

Task 7: 100% Design Phase

7.1 Respond to and Address 25% Design Comments

Comments received from the Town's 25% Design review process will be addressed and a response to comments memo will be prepared.

7.2 Details

Alta will provide a Detail Sheet for anything that does not conform to Town/NCDOT standards.

7.3 Drainage Design

Alta will provide drainage design items prepared by Summit as stated in Task 5 and place on the Plan and Profile Sheets.

7.4 Grading Plans

Due to the constraints of the topography of the project site, Alta will prepare Grading Plans showing existing and proposed contours to provide the contractor with detailed grading information.

7.5 Erosion Control Plans

Summit will prepare Erosion Control Plans as stated in Task 5.

7.6 Structure Plans and Details

Summit will prepare Structure Plans and Details for the 6 proposed boardwalks as stated in Task 6.

7.7 Construction Cost Estimate

Alta will revise the 25% design construction cost estimate based on the 100% design plans.

7.8 Project Proposal

Alta will prepare a project proposal book that will incorporate the Town's front-end along with project specific special provisions.

7.9 100% Design Submission

A 100% Design Submission will be made to the Town. It is assumed all deliverables will be submitted in electronic format.

Task 7 Deliverables:

- 100% Design Plans
- 100% Project Proposal
- 100% Construction Cost Estimate
- 25% Design Response to Comments Memo

Task 8: PS&E Design Phase

8.1 Respond to and Address 100% Design Comments

Comments received from the Town's 100% Design review process will be addressed and a response to comments memo will be prepared.

8.2 Construction Cost Estimate

Alta will revise the 100% design construction cost estimate based on the 100% design plans.

8.3 PS&E Design Submission

A PS&E Design Submission will be made to the Town. It is assumed all deliverables will be submitted in electronic format.

Task 8 Deliverables:

- PS&E Design Plans
- PS&E Project Proposal
- PS&E Construction Cost Estimate
- 100% Design Response to Comments Memo

Task 9: Public Involvement and Various Meetings

Alta will participate in a number of public outreach efforts to solicit public involvement. The Town will be responsible for organizing and publicizing the meetings. The meeting dates will be determined as part of the project.

9.1 Kick-off Meeting

The Alta team will convene a kickoff meeting virtually to set the schedule and expectations for the project and to provide a list of data needs for the project.

9.2 25% Design Public Meeting

To encourage public involvement early in the design process, Alta will attend one public meeting after the Town's review of the 25% design plans. Specifically, Alta will accomplish the following:

- Attend and facilitate the meeting.
- Prepare all a roll-plan style graphic, public comment forms, and a printed copy of the 25% design drawings.

9.3 Stakeholder Meetings

In addition to the public meeting, Alta will provide support to Town staff as they participate in smaller meetings with stakeholders that may be more directly impacted by the project.

Specifically, Alta will accomplish the following:

- Attend and facilitate up to one local meeting.

9.4 Coordination Meetings

- Town Staff Review Meetings: Alta will attend a Town staff review meeting virtually after the submission of the 25% and 100% design to review comments.

Task 10: Bidding Services and Award Construction Contract

The Alta team will work with the Town to publicly bid and award a construction contract. The project team understands that this work will occur after right of way is obtained, and construction funding is authorized. This work includes:

- Conduct pre-bid meeting virtually to educate qualified contractors on the nature of the work to be undertaken, answer questions and define project construction schedule.
- Provide clarifications and answer RFI's
- Issue addendums (assume 2)
- Review bid packages for compliance

Exhibit B Estimated Schedule

Consultant shall commence performance of Services and proceed toward completion of deliverables as directed by Client.

Exhibit C
Schedule of Fees and Charges

Task	Fee
Task 1: Location Surveys	\$65,368.16
Task 2: Geotechnical Services	\$32,848.00
Task 3: Environmental Survey and Documentation	\$13,164.70
Task 4: 25% Design Phase	\$47,041.00
Task 5: Hydrologic/Hydrologic Analysis and Design and Erosion Control Design	\$84,484.00
Task 6: Structural Engineering Design	\$24,350.00
Task 7: 100% Design Phase	\$33,542.00
Task 8: PS&E Design Phase	\$12,002.00
Task 9: Public Involvement and Various Meetings	\$6,806.00
Task 10: Bidding Services and Award Construction Contract (T&M)	\$4,996.00
Total	\$324,601.86

The Greenway is to generally follow route 1 or 2, not both as this is not intended to be a loop





Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 21.

New Business

Title: Force Main Replacement for Avent Ferry Pump Station Project (TOHS Eng. Proj. 04-031)

Strategic Priority Area: Responsible & Balanced Growth

Safe & Friendly

Staff Resource: Kendra Parrish, Engineering

Action(s):

- Approve project budget and budget amendment.
- Award the following contracts and authorize the town manager to sign and execute the following contracts:
 - Construction Contract to Park Construction of NC, Inc. and provide funding in the amount of \$2,813,000, which consists of the base bid amount of \$2,562,602 plus \$250,398 in project contingency.
 - Construction Phase Engineering Services Contract to Diehl & Phillips, PA and provide funding in the amount of \$37,000, which consists of the base amount of \$33,000 plus \$4,000 in project contingency.
 - Construction Easement Staking Survey Contract to Mauldin-Watkins Surveying, P.A. and provide funding in the amount of \$8,500, which consists of the base amount of \$7,500 plus \$1,000 in project contingency.
 - Project Administration and Other Services \$5,000.
- Approve Resolution 20-23 Approving Financing Terms and Documents for Avent Ferry Force Main Project.

Explanation:

- This project consists of the replacement of approximately 1.6 miles (or 8,500 LF) of 8 inch sanitary sewer force main line with an 18 inch line from the former Braxton Pump Station location to the Utley Creek Water Reclamation Facility.
- Most of the pipe will be installed in the same general location due to the use of temporary bypass lines. A portion of the work is located on Duke Energy Progress land, where a parallel line can be installed without the need of a temporary bypass.
- The project consists of utility installation, earthwork, and erosion control measures. Directional Drilling is employed where pipe is placed under roads. No roads are anticipated to be closed for this project.
- On 7/29/20, the Town received 7 bids for this project. On 7/30/20, the bids were opened and ranged from \$2,500,000 - \$4,600,000.
- Staff recommends awarding the construction contract to the lowest responsible bidder, Park Construction of NC, Inc.
- Construction start to be in Fall 2020 and to end in Spring 2021, with a duration of approximately 200 days.

Background:

- On July 21, 2020, Town Council approved moving forward with the financing of this project through a Local Government Commission (LGC) loan that would cover the remaining services required for construction completion (Construction Phase Engineering Services, Construction Contract and Construction Easement Staking Survey Contract).
- The project will improve pipe system performance from 600 Gallons Per Minute (GPM) to 1,600 GPM and prepare the Town to meet future build out demand in this basin, which will be accomplished with a future expansion of the pump station reaching a pumping capacity of 3,600 GPM.
- Funding for Design Services, Design Survey, ROW Purchases, Environmental and Geo-technical Services have been previously approved by Town Council.

Funding Source(s):

- \$2,863,500 from the loan received to fund the construction and associated services for the completion of the project.
- \$99,655.00 in Waste Water Reserves have been previously approved by Council. Total project cost - \$2,963,155.
- Installment financing proceeds/debt service fund transfer to the project account 45-814 90.05

Attachment(s):

1. Bid Tab
2. Bid Recommendation
3. Construction Phase Engineering Services Contract
4. Construction Contract
5. Construction Easement Staking Survey Contract
6. Project Map
7. Resolution 20-23 Approving Financing Terms - Avent Ferry Forcemain
8. Financing Agreement HS sewer force main draft 8-10
9. Project Budget
10. Budget Amendment

SUMMARY OF BIDS RECEIVED FOR THE REPLACEMENT FORCE MAIN FOR THE AVENT FERRY PUMP STATION
TOWN OF HOLLY SPRINGS PROJECT NO. 04-031

BID DATE: JULY 30, 2020 BID TIME: 2:00 PM EDT	Park Construction of NC, Inc. Morrisville, NC	Bruce Allen Construction Co., LLC Cary, NC	Carolina Civilworks, Inc. Durham, NC	Pipeline Utilities, Inc. Raleigh, NC	Moffat Pipe, Inc. Wake Forest, NC	JSmith Civil, LLC Goldsboro, NC	North American Pipeline Management, Inc. Raleigh, NC Office
BASE BID - 18" Diameter Replacement Force Main for the Avent Ferry Pump Station	\$2,562,602.00	\$2,726,584.54	\$3,655,365.04	\$2,935,000.00	\$3,175,955.00	\$3,334,190.00	\$4,577,528.00
ALTERNATE BID - 20" Diameter Replacement Force Main for the Avent Ferry Pump Station	\$2,816,119.00	\$3,015,886.29	\$3,044,078.07	\$3,313,200.00	\$3,393,485.00	\$3,599,590.00	\$4,852,223.00

I hereby certify that the Unit Prices shown on the following pages 2 through 13 are an accurate representation of the bids received by the Town of Holly Springs for the Avent Ferry Pump Station Replacement Force Main Project, and that the Total Bid Amounts shown above accurately reflect the sums of the Unit Prices multiplied by the listed bid quantities for each bid.

Certified this 31th day of July, 2020 by:



John F. Phillips, P.E.
Diehl & Phillips, P.A.



BID TABULATION FORCE MAIN REPLACEMENT FOR AVENT FERRY PUMP STATION - TOWN OF HOLLY SPRINGS PROJECT NUMBER 04-031											
BASE BID - 18" DIAMETER REPLACEMENT FORCE MAIN				Park Construction of NC, Inc. Morrisville, NC		Bruce Allen Construction Co., LLC Cary, NC		Carolina Civilworks, Inc. Durham, NC		Pipeline Utilities, Inc. Raleigh, NC	
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	18" C-905 DR 18 PVC Force Main	7,240	LF	\$75.40	\$545,896.00	\$63.27	\$458,074.80	\$70.45	\$510,058.00	\$58.00	\$419,920.00
2	18" C-905 DR 18 PVC Force Main Carrier Pipe installed in casing	440	LF	\$100.60	\$44,264.00	\$37.71	\$16,592.40	\$51.73	\$22,761.20	\$64.00	\$28,160.00
3	8" C-900 DR 18 PVC Force Main (permanent pipe connection between 18" force main and existing 8" force main near Station 69+50+/-)	30	LF	\$63.00	\$1,890.00	\$95.32	\$2,859.60	\$30.05	\$901.50	\$254.00	\$7,620.00
4	30" Steel encasement pipe (0.312" wall thickness) bored & jacked through dirt , under street or stream (3 bore locations)	360	LF	\$658.00	\$236,880.00	\$722.48	\$260,092.80	\$564.93	\$203,374.80	\$809.00	\$291,240.00
5	30" Steel encasement pipe (0.312" wall thickness) installed by open cut method (2 locations)	80	LF	\$149.00	\$11,920.00	\$216.73	\$17,338.40	\$246.31	\$19,704.80	\$161.00	\$12,880.00
6	Guaranteed Horizontal Directional Drill-from Sta 61+12 to Sta 69+38 (minimum) and installation of 18" DR 9 HDPE DIP size pressure pipe	Lump Sum	LS	Lump Sum	\$704,021.00	Lump Sum	\$589,520.71	Lump Sum	\$670,348.72	Lump Sum	\$766,803.00
7	Compact Ductile Iron MJ Fittings (less accessories) with Protecto 401 Ceramic Epoxy Lining (this bid item is for permanent fittings only)	20,000	Lbs.	\$7.00	\$140,000.00	\$9.37	\$187,400.00	\$7.44	\$148,800.00	\$6.00	\$120,000.00
8	18" MJ Plug Valve with gear actuator for buried service & valve box	4	EA	\$8,277.00	\$33,108.00	\$9,424.08	\$37,696.32	\$11,634.05	\$46,536.20	\$12,635.00	\$50,540.00
9	8" MJ Resilient Wedge Gate Valve & valve box	4	EA	\$1,493.00	\$5,972.00	\$2,576.46	\$10,305.84	\$5,381.43	\$21,525.72	\$1,632.00	\$6,528.00
10	12" Resilient Wedge Insertion Gate Valve	1	EA	\$18,284.00	\$18,284.00	\$26,373.94	\$26,373.94	\$24,991.48	\$24,991.48	\$21,423.00	\$21,423.00
11	12" x 8" Tapping Sleeve and Valve	1	EA	\$7,295.00	\$7,295.00	\$15,028.46	\$15,028.46	\$9,379.88	\$9,379.88	\$6,158.00	\$6,158.00
12	4' Dia. Flat Top Precast Concrete Manhole, complete with ring & cover, Combination Air Valve, Wager 3000 Odor Scrubber, 18"x18"x6" MJ tee, 6" MJ plug w/2" tap, 2" SS nipple, 2" SS ball valve, and specified MH coating	4	EA	\$17,081.00	\$68,324.00	\$19,934.15	\$79,736.60	\$22,559.72	\$90,238.88	\$19,634.00	\$78,536.00
13	5' Dia. Flat Top Precast Concrete Manhole, complete with ring & cover, Combination Air Valve, Wager 2050-200 Vent Scrubber, 18"x18"x6" MJ tee, 6" MJ plug w/2" tap, 2" SS nipple, 2" SS ball valve, PVC piping, and specified MH coating (Sta 64+80+/-)	1	EA	\$23,776.00	\$23,776.00	\$22,667.57	\$22,667.57	\$32,026.94	\$32,026.94	\$28,060.00	\$28,060.00
14	Concrete for anti-seep collars and storm drain pipe collars	35	CY	\$458.00	\$16,030.00	\$435.92	\$15,257.20	\$652.87	\$22,850.45	\$479.00	\$16,765.00

BASE BID - 18" DIAMETER REPLACEMENT FORCE MAIN				Park Construction of NC, Inc. Morrisville, NC		Bruce Allen Construction Co., LLC Cary, NC		Carolina Civilworks, Inc. Durham, NC		Pipeline Utilities, Inc. Raleigh, NC	
15	Phase 1 Temporary Bypass Pipe System, including but not limited to 8" DI pipe, 8" C900 PVC pipe, 8" temporary DI fittings, DI flushing ports, 8" HDPE DR 13.5 temporary force main, 8" insertion valve, 8"x8"x8" tapping sleeve & valve, 18" x 8" reducer, system installation, testing, dewatering, and removal/ relocation	1	EA	\$82,820.00	\$82,820.00	\$74,840.37	\$74,840.37	\$87,474.69	\$87,474.69	\$51,797.00	\$51,797.00
16	Phase 2 Temporary Bypass Pipe System, including but not limited to 8" DI pipe, 8" C900 PVC pipe, 8" temporary DI fittings, DI flushing ports, 8" HDPE DR 13.5 temporary force main, 8" insertion valve, 8"x8"x8" tapping sleeve & valve, 18" x 8" reducer, system installation, testing, dewatering, and removal/ relocation	1	EA	\$62,322.00	\$62,322.00	\$32,600.74	\$32,600.74	\$54,877.34	\$54,877.34	\$44,487.00	\$44,487.00
17	Phase 3 Temporary Bypass Pipe System, including but not limited to 8" DI pipe, 8" C900 PVC pipe, 8" temporary DI fittings, DI flushing ports, 8" HDPE DR 13.5 temporary force main, 8" insertion valve, 8"x8"x8" tapping sleeve & valve, 18" x 8" reducer, system installation, testing, dewatering, and removal/ relocation	1	EA	\$62,325.00	\$62,325.00	\$32,600.74	\$32,600.74	\$54,050.64	\$54,050.64	\$44,487.00	\$44,487.00
18	Phase 4 Temporary Bypass Pipe System, including but not limited to 8" DI pipe, 8" C900 PVC pipe, 8" temporary DI fittings, DI flushing ports, 8" HDPE DR 13.5 temporary force main, 8" insertion valve, 8"x8"x8" tapping sleeve & valve, 18" x 8" reducer, system installation, testing, dewatering, and removal/ relocation	1	EA	\$9,083.00	\$9,083.00	\$32,600.74	\$32,600.74	\$39,778.49	\$39,778.49	\$49,439.00	\$49,439.00
19	Erosion Control Measures - Installation and maintenance	Lump Sum	LS	Lump Sum	\$50,801.00	Lump Sum	\$279,200.43	Lump Sum	\$181,381.78	Lump Sum	\$218,457.00
20	Stone Construction Entrance Pads – installation and maintenance	Lump Sum	LS	Lump Sum	\$14,917.00	Lump Sum	\$29,097.93	Lump Sum	\$33,343.99	Lump Sum	\$36,387.00
21	Seeding and establishment of temporary and/or permanent stand of grass for all disturbed areas	Lump Sum	LS	Lump Sum	\$26,220.00	Lump Sum	\$22,754.72	Lump Sum	\$12,872.12	Lump Sum	\$26,464.00
22	Trench Rock Excavation	200	CY	\$228.00	\$45,600.00	\$326.89	\$65,378.00	\$89.34	\$17,868.00	\$482.00	\$96,400.00
23	Stone for Trench Stabilization (as directed by Engineer)	300	TN	\$29.00	\$8,700.00	\$55.81	\$16,743.00	\$36.85	\$11,055.00	\$54.00	\$16,200.00
24	Select Backfill placed and compacted (as directed by Engineer)	500	CY	\$20.60	\$10,300.00	\$37.33	\$18,665.00	\$23.23	\$11,615.00	\$88.00	\$44,000.00
25	Greenway gravel path restoration (6" thickness of CABC)	260	SY	\$16.00	\$4,160.00	\$39.42	\$10,249.20	\$35.49	\$9,227.40	\$18.00	\$4,680.00
26	Greenway concrete sidewalk replacement – 5 ft. wide x 4" thickness	70	SY	\$104.00	\$7,280.00	\$45.51	\$3,185.70	\$57.92	\$4,054.40	\$53.00	\$3,710.00
27	Pavement removal & patches (flush with existing pavement) for the temporary force main installation and HDD access excavation in Evergreen View Drive – - 10" CABC (or 6" I19.0B) and 2" S9.5B	25	SY	\$167.00	\$4,175.00	\$243.67	\$6,091.75	\$200.27	\$5,006.75	\$307.00	\$7,675.00

BASE BID - 18" DIAMETER REPLACEMENT FORCE MAIN				Park Construction of NC, Inc. Morrisville, NC		Bruce Allen Construction Co., LLC Cary, NC		Carolina Civilworks, Inc. Durham, NC		Pipeline Utilities, Inc. Raleigh, NC	
28	Pavement (1.5" S9.5B) Overlay for Evergreen view Drive including milling pavement edges on 4 sides, adjustments for all valve boxes and manhole frames/lids,	120	SY	\$44.00	\$5,280.00	\$91.02	\$10,922.40	\$45.05	\$5,406.00	\$49.00	\$5,880.00
29	Removal of 15-inch Reinforced Concrete Pipe as required for force main installation, and replacement with new 15-inch RCP (Sta 25+09+/-)	16	LF	\$54.00	\$864.00	\$79.68	\$1,274.88	\$97.72	\$1,563.52	\$102.00	\$1,632.00
30	Removal of 24-inch Reinforced Concrete Pipe as required for force main installation, and replacement with new 24-inch RCP (Sta 19+93 +/-)	16	LF	\$68.00	\$1,088.00	\$93.11	\$1,489.76	\$116.32	\$1,861.12	\$116.00	\$1,856.00
31	Removal of 30-inch Reinforced Concrete Pipe as required for force main installation, and replacement with new 30-inch RCP (Sta 27+20 & 39+45 +/-)	44	LF	\$73.00	\$3,212.00	\$94.78	\$4,170.32	\$131.48	\$5,785.12	\$129.00	\$5,676.00
32	Removal of 36-inch Reinforced Concrete Pipe as required for force main installation, and replacement with new 36-inch RCP (Sta 45+72 & 61+03 +/-)	48	LF	\$85.00	\$4,080.00	\$123.59	\$5,932.32	\$155.24	\$7,451.52	\$147.00	\$7,056.00
33	Removal of 48-inch Reinforced Concrete Pipe as required for force main installation, and replacement with new 48-inch RCP (Sta 53+00)	80	LF	\$118.00	\$9,440.00	\$170.09	\$13,607.20	\$207.95	\$16,636.00	\$225.00	\$18,000.00
34	30" Concrete Valley Curb & Gutter removal and replacement	40	LF	\$61.00	\$2,440.00	\$108.83	\$4,353.20	\$38.62	\$1,544.80	\$40.00	\$1,600.00
35	Class B Rip Rap with Filter Fabric	22	TN	\$94.00	\$2,068.00	\$105.86	\$2,328.92	\$85.53	\$1,881.66	\$69.00	\$1,518.00
36	Traffic Control	Lump Sum	LS	Lump Sum	\$12,817.00	Lump Sum	\$13,481.90	Lump Sum	\$25,744.24	Lump Sum	\$53,343.00
37	Soils/Concrete/Asphalt Testing Allowance	Lump Sum	LS	Lump Sum	\$5,000.00	Lump Sum	\$5,000.00	Lump Sum	\$5,000.00	Lump Sum	\$5,000.00
38	Mobilization, Bonds, Insurance (Max. of 3.0% of total bid)	Lump Sum	LS	Lump Sum	\$76,400.00	Lump Sum	\$52,513.28	Lump Sum	\$73,499.80	Lump Sum	\$85,000.00
39	Construction Staking by Contractor	Lump Sum	LS	Lump Sum	\$14,490.00	Lump Sum	\$48,240.00	Lump Sum	\$10,297.69	Lump Sum	\$38,343.00
40	Non-destructive removal of wooden privacy fence and stored beside esmt.	60	LF	\$20.00	\$1,200.00	\$46.87	\$2,812.20	\$51.49	\$3,089.40	\$5.00	\$300.00
41	Staking of Easement along entire force main route (once) by Owner's Surveyor – Allowance Item	Lump Sum	LS	Lump Sum	\$9,500.00	Lump Sum	\$9,500.00	Lump Sum	\$9,500.00	Lump Sum	\$9,500.00
42	30" Steel encasement pipe (0.312" wall thickness) bored & jacked through rock , under street or stream (3 bore locations)	120	LF	\$1,403.00	\$168,360.00	\$1,566.71	\$188,005.20	\$9,500.00	\$1,140,000.00	\$1,679.00	\$201,480.00
BASE BID TOTAL				\$2,562,602.00		\$2,726,584.54		\$3,655,365.04		\$2,935,000.00	
								SEE NOTE 1 BELOW			

NOTE 1: The Bid Form submitted by Carolina Civilworks listed a Total cost of \$296,040.00 for Bid Item 42. This Total is incorrect, based on the listed Unit Price and material quantity. The Bid Documents state that the Unit Price shall govern when there is a discrepancy. The corrected total for Bid Item 42 is \$1,140,000.00, and their revised Base Bid Total is \$3,655,365.04.

BASE BID - 18" DIAMETER REPLACEMENT FORCE MAIN				Moffat Pipe, Inc. Wake Forest, NC		JSmith Civil, LLC Goldsboro, NC		North American Pipeline Management, Inc. Raleigh, NC Office	
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	18" C-905 DR 18 PVC Force Main	7,240	LF	\$120.00	\$868,800.00	\$105.00	\$760,200.00	\$230.00	\$1,665,200.00
2	18" C-905 DR 18 PVC Force Main Carrier Pipe installed in casing	440	LF	\$75.00	\$33,000.00	\$78.00	\$34,320.00	\$125.00	\$55,000.00
3	8" C-900 DR 18 PVC Force Main (permanent pipe connection between 18" force main and existing 8" force main near Station 69+50+/-)	30	LF	\$125.00	\$3,750.00	\$105.00	\$3,150.00	\$147.00	\$4,410.00
4	30" Steel encasement pipe (0.312" wall thickness) bored & jacked through dirt , under street or stream (3 bore locations)	360	LF	\$350.00	\$126,000.00	\$750.00	\$270,000.00	\$1,361.00	\$489,960.00
5	30" Steel encasement pipe (0.312" wall thickness) installed by open cut method (2 locations)	80	LF	\$250.00	\$20,000.00	\$200.00	\$16,000.00	\$449.00	\$35,920.00
6	Guaranteed Horizontal Directional Drill-from Sta 61+12 to Sta 69+38 (minimum) and installation of 18" DR 9 HDPE DIP size pressure pipe	Lump Sum	LS	Lump Sum	\$670,000.00	Lump Sum	\$762,000.00	Lump Sum	\$965,000.00
7	Compact Ductile Iron MJ Fittings (less accessories) with Protecto 401 Ceramic Epoxy Lining (this bid item is for permanent fittings only)	20,000	Lbs.	\$14.00	\$280,000.00	\$9.50	\$190,000.00	\$12.00	\$240,000.00
8	18" MJ Plug Valve with gear actuator for buried service & valve box	4	EA	\$11,500.00	\$46,000.00	\$9,000.00	\$36,000.00	\$36,200.00	\$144,800.00
9	8" MJ Resilient Wedge Gate Valve & valve box	4	EA	\$3,500.00	\$14,000.00	\$2,000.00	\$8,000.00	\$15,800.00	\$63,200.00
10	12" Resilient Wedge Insertion Gate Valve	1	EA	\$21,500.00	\$21,500.00	\$25,000.00	\$25,000.00	\$25,200.00	\$25,200.00
11	12" x 8" Tapping Sleeve and Valve	1	EA	\$9,000.00	\$9,000.00	\$7,000.00	\$7,000.00	\$12,400.00	\$12,400.00
12	4' Dia. Flat Top Precast Concrete Manhole, complete with ring & cover, Combination Air Valve, Wager 3000 Odor Scrubber, 18"x18"x6" MJ tee, 6" MJ plug w/2" tap, 2" SS nipple, 2" SS ball valve, and specified MH coating	4	EA	\$19,000.00	\$76,000.00	\$17,000.00	\$68,000.00	\$21,100.00	\$84,400.00
13	5' Dia. Flat Top Precast Concrete Manhole, complete with ring & cover, Combination Air Valve, Wager 2050-200 Vent Scrubber, 18"x18"x6" MJ tee, 6" MJ plug w/2" tap, 2" SS nipple, 2" SS ball valve, PVC piping, and specified MH coating (Sta 64+80+/-)	1	EA	\$31,000.00	\$31,000.00	\$24,000.00	\$24,000.00	\$34,400.00	\$34,400.00
14	Concrete for anti-seep collars and storm drain pipe collars	35	CY	\$250.00	\$8,750.00	\$400.00	\$14,000.00	\$969.00	\$33,915.00

BASE BID - 18" DIAMETER REPLACEMENT FORCE MAIN				Moffat Pipe, Inc. Wake Forest, NC		JSmith Civil, LLC Goldsboro, NC		North American Pipeline Management, Inc. Raleigh, NC Office	
15	Phase 1 Temporary Bypass Pipe System, including but not limited to 8" DI pipe, 8" C900 PVC pipe, 8" temporary DI fittings, DI flushing ports, 8" HDPE DR 13.5 temporary force main, 8" insertion valve, 8"x8"x8" tapping sleeve & valve, 18" x 8" reducer, system installation, testing, dewatering, and removal/ relocation	1	EA	\$60,000.00	\$60,000.00	\$66,000.00	\$66,000.00	\$64,500.00	\$64,500.00
16	Phase 2 Temporary Bypass Pipe System, including but not limited to 8" DI pipe, 8" C900 PVC pipe, 8" temporary DI fittings, DI flushing ports, 8" HDPE DR 13.5 temporary force main, 8" insertion valve, 8"x8"x8" tapping sleeve & valve, 18" x 8" reducer, system installation, testing, dewatering, and removal/ relocation	1	EA	\$60,000.00	\$60,000.00	\$66,000.00	\$66,000.00	\$63,700.00	\$63,700.00
17	Phase 3 Temporary Bypass Pipe System, including but not limited to 8" DI pipe, 8" C900 PVC pipe, 8" temporary DI fittings, DI flushing ports, 8" HDPE DR 13.5 temporary force main, 8" insertion valve, 8"x8"x8" tapping sleeve & valve, 18" x 8" reducer, system installation, testing, dewatering, and removal/ relocation	1	EA	\$60,000.00	\$60,000.00	\$66,000.00	\$66,000.00	\$63,700.00	\$63,700.00
18	Phase 4 Temporary Bypass Pipe System, including but not limited to 8" DI pipe, 8" C900 PVC pipe, 8" temporary DI fittings, DI flushing ports, 8" HDPE DR 13.5 temporary force main, 8" insertion valve, 8"x8"x8" tapping sleeve & valve, 18" x 8" reducer, system installation, testing, dewatering, and removal/ relocation	1	EA	\$60,000.00	\$60,000.00	\$66,000.00	\$66,000.00	\$61,600.00	\$61,600.00
19	Erosion Control Measures - Installation and maintenance	Lump Sum	LS	Lump Sum	\$78,000.00	Lump Sum	\$81,000.00	Lump Sum	\$82,000.00
20	Stone Construction Entrance Pads – installation and maintenance	Lump Sum	LS	Lump Sum	\$5,000.00	Lump Sum	\$35,000.00	Lump Sum	\$5,000.00
21	Seeding and establishment of temporary and/or permanent stand of grass for all disturbed areas	Lump Sum	LS	Lump Sum	\$15,000.00	Lump Sum	\$122,000.00	Lump Sum	\$40,000.00
22	Trench Rock Excavation	200	CY	\$150.00	\$30,000.00	\$280.00	\$56,000.00	\$219.00	\$43,800.00
23	Stone for Trench Stabilization (as directed by Engineer)	300	TN	\$39.00	\$11,700.00	\$40.00	\$12,000.00	\$83.00	\$24,900.00
24	Select Backfill placed and compacted (as directed by Engineer)	500	CY	\$26.00	\$13,000.00	\$30.00	\$15,000.00	\$71.00	\$35,500.00
25	Greenway gravel path restoration (6" thickness of CABC)	260	SY	\$17.00	\$4,420.00	\$12.00	\$3,120.00	\$14.00	\$3,640.00
26	Greenway concrete sidewalk replacement – 5 ft. wide x 4" thickness	70	SY	\$63.00	\$4,410.00	\$44.00	\$3,080.00	\$97.00	\$6,790.00
27	Pavement removal & patches (flush with existing pavement) for the temporary force main installation and HDD access excavation in Evergreen View Drive – - 10" CABC (or 6" I19.0B) and 2" S9.5B	25	SY	\$125.00	\$3,125.00	\$136.00	\$3,400.00	\$73.00	\$1,825.00

BASE BID - 18" DIAMETER REPLACEMENT FORCE MAIN				Moffat Pipe, Inc. Wake Forest, NC		JSmith Civil, LLC Goldsboro, NC		North American Pipeline Management, Inc. Raleigh, NC Office	
28	Pavement (1.5" S9.5B) Overlay for Evergreen view Drive including milling pavement edges on 4 sides, adjustments for all valve boxes and manhole frames/lids,	120	SY	\$60.00	\$7,200.00	\$53.00	\$6,360.00	\$72.00	\$8,640.00
29	Removal of 15-inch Reinforced Concrete Pipe as required for force main installation, and replacement with new 15-inch RCP (Sta 25+09+/-)	16	LF	\$62.00	\$992.00	\$54.00	\$864.00	\$113.00	\$1,808.00
30	Removal of 24-inch Reinforced Concrete Pipe as required for force main installation, and replacement with new 24-inch RCP (Sta 19+93 +/-)	16	LF	\$76.00	\$1,216.00	\$75.00	\$1,200.00	\$147.00	\$2,352.00
31	Removal of 30-inch Reinforced Concrete Pipe as required for force main installation, and replacement with new 30-inch RCP (Sta 27+20 & 39+45 +/-)	44	LF	\$126.00	\$5,544.00	\$85.00	\$3,740.00	\$216.00	\$9,504.00
32	Removal of 36-inch Reinforced Concrete Pipe as required for force main installation, and replacement with new 36-inch RCP (Sta 45+72 & 61+03 +/-)	48	LF	\$136.00	\$6,528.00	\$113.00	\$5,424.00	\$223.00	\$10,704.00
33	Removal of 48-inch Reinforced Concrete Pipe as required for force main installation, and replacement with new 48-inch RCP (Sta 53+00)	80	LF	\$340.00	\$27,200.00	\$162.00	\$12,960.00	\$248.00	\$19,840.00
34	30" Concrete Valley Curb & Gutter removal and replacement	40	LF	\$60.00	\$2,400.00	\$24.00	\$960.00	\$132.00	\$5,280.00
35	Class B Rip Rap with Filter Fabric	22	TN	\$60.00	\$1,320.00	\$96.00	\$2,112.00	\$140.00	\$3,080.00
36	Traffic Control	Lump Sum	LS	Lump Sum	\$16,000.00	Lump Sum	\$170,000.00	Lump Sum	\$33,000.00
37	Soils/Concrete/Asphalt Testing Allowance	Lump Sum	LS	Lump Sum	\$5,000.00	Lump Sum	\$5,000.00	Lump Sum	\$5,000.00
38	Mobilization, Bonds, Insurance (Max. of 3.0% of total bid)	Lump Sum	LS	Lump Sum	\$95,000.00	Lump Sum	\$95,500.00	Lump Sum	\$90,000.00
39	Construction Staking by Contractor	Lump Sum	LS	Lump Sum	\$25,000.00	Lump Sum	\$20,500.00	Lump Sum	\$24,400.00
40	Non-destructive removal of wooden privacy fence and stored beside esmt.	60	LF	\$10.00	\$600.00	\$50.00	\$3,000.00	\$61.00	\$3,660.00
41	Staking of Easement along entire force main route (once) by Owner's Surveyor – Allowance Item	Lump Sum	LS	Lump Sum	\$9,500.00	Lump Sum	\$9,500.00	Lump Sum	\$9,500.00
42	30" Steel encasement pipe (0.312" wall thickness) bored & jacked through rock , under street or stream (3 bore locations)	120	LF	\$3,000.00	\$360,000.00	\$1,540.00	\$184,800.00	No Bid	No Bid
BASE BID TOTAL				\$3,175,955.00		\$3,334,190.00		\$4,577,528.00	
								SEE NOTE 2 BELOW	

Note 2: The Bid Form was revised and distributed to Bidders with Addendum No. 1, with instructions to the Bidders to use the revised Bid Form in place of the original Bid Form. North American Pipeline Management, Inc. submitted the original Bid Form, which did not include Bid Item 42, rather than the revised Bid Form. While this could be a basis to disqualify their bid, it is a moot issue as their Bid Total was the highest received and is not under consideration for award.

ALTERNATE BID - 20" DIAMETER REPLACEMENT FORCE MAIN				Park Construction of NC, Inc. Morrisville, NC		Bruce Allen Construction Co., LLC Cary, NC		Carolina Civilworks, Inc. Durham, NC		Pipeline Utilities, Inc. Raleigh, NC	
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1-A	20" C-905 DR 18 PVC Force Main	7,240	LF	\$83.90	\$607,436.00	\$72.04	\$521,569.60	\$83.45	\$604,178.00	\$68.00	\$492,320.00
2-A	20" C-905 DR 18 PVC Force Main Carrier Pipe installed in casing	440	LF	\$101.00	\$44,440.00	\$46.48	\$20,451.20	\$64.73	\$28,481.20	\$55.00	\$24,200.00
3-A	8" C-900 DR 18 PVC Force Main (permanent pipe connection between 20" force main and existing 8" force main near Station 69+50+/-)	30	LF	\$104.00	\$3,120.00	\$95.32	\$2,859.60	\$28.11	\$843.30	\$254.00	\$7,620.00
4-A	36" Steel encasement pipe (0.312" wall thickness) bored & jacked through dirt , under street or stream (3 bore locations)	360	LF	\$766.00	\$275,760.00	\$846.54	\$304,754.40	\$629.24	\$226,526.40	\$926.00	\$333,360.00
5-A	36" Steel encasement pipe (0.312" wall thickness) installed by open cut method (2 locations)	80	LF	\$195.00	\$15,600.00	\$272.34	\$21,787.20	\$308.29	\$24,663.20	\$332.00	\$26,560.00
6-A	Guaranteed Horizontal Directional Drill-from Sta 61+12 to Sta 69+38 (minimum) and installation of 20" DR 9 HDPE DIP size pressure pipe	Lump Sum	LS	Lump Sum	\$779,865.00	Lump Sum	\$688,645.95	Lump Sum	\$727,140.05	Lump Sum	\$799,408.00
7-A	Compact Ductile Iron MJ Fittings (less accessories) with Protecto 401 Ceramic Epoxy Lining (this bid item is for permanent fittings only)	24,500	Lbs.	\$7.50	\$183,750.00	\$9.37	\$229,565.00	\$6.97	\$170,765.00	\$5.00	\$122,500.00
8-A	20" MJ Plug Valve with gear actuator for buried service & valve box	4	EA	\$9,920.00	\$39,680.00	\$11,241.15	\$44,964.60	\$13,681.70	\$54,726.80	\$16,000.00	\$64,000.00
9-A	8" MJ Resilient Wedge Gate Valve & valve box	4	EA	\$1,493.00	\$5,972.00	\$2,576.46	\$10,305.84	\$6,056.03	\$24,224.12	\$1,632.00	\$6,528.00
10-A	12" Resilient Wedge Insertion Gate Valve	1	EA	\$18,284.00	\$18,284.00	\$26,373.94	\$26,373.94	\$24,989.20	\$24,989.20	\$21,423.00	\$21,423.00
11-A	12" x 8" Tapping Sleeve and Valve	1	EA	\$7,295.00	\$7,295.00	\$14,493.73	\$14,493.73	\$10,078.93	\$10,078.93	\$6,158.00	\$6,158.00
12-A	4' Dia. Flat Top Precast Concrete Manhole, complete with ring & cover, Combination Air Valve, Wager 3000 Odor Scrubber, 20"x20"x6" MJ tee, 6" MJ plug w/2" tap, 2" SS nipple, 2" SS ball valve, and specified MH coating	4	EA	\$17,332.00	\$69,328.00	\$19,934.15	\$79,736.60	\$23,728.79	\$94,915.16	\$19,634.00	\$78,536.00
13-A	5' Dia. Flat Top Precast Concrete Manhole, complete with ring & cover, Combination Air Valve, Wager 2050-200 Vent Scrubber, 20"x20"x6" MJ tee, 6" MJ plug w/2" tap, 2" SS nipple, 2" SS ball valve, PVC piping, and specified MH coating (Sta 64+80+/-)	1	EA	\$24,028.00	\$24,028.00	\$22,667.57	\$22,667.57	\$32,437.45	\$32,437.45	\$28,060.00	\$28,060.00
14-A	Concrete for anti-seep collars, and storm drain pipe collars	50	CY	\$458.00	\$22,900.00	\$435.92	\$21,796.00	\$652.81	\$32,640.50	\$500.00	\$25,000.00

ALTERNATE BID - 20" DIAMETER REPLACEMENT FORCE MAIN				Park Construction of NC, Inc. Morrisville, NC		Bruce Allen Construction Co., LLC Cary, NC		Carolina Civilworks, Inc. Durham, NC		Pipeline Utilities, Inc. Raleigh, NC	
15-A	Phase 1 Temporary Bypass Pipe System, including but not limited to 8" DI pipe, 8" C900 PVC pipe, 8" temporary DI fittings, DI flushing ports, 8" HDPE DR 13.5 temporary force main, 8" insertion valve, 8"x8"x8" tapping sleeve & valve, 20" x 8" reducer, system installation, testing, dewatering, and removal/ relocation	1	EA	\$83,022.00	\$83,022.00	\$65,834.90	\$65,834.90	\$88,706.88	\$88,706.88	\$51,797.00	\$51,797.00
16-A	Phase 2 Temporary Bypass Pipe System, including but not limited to 8" DI pipe, 8" C900 PVC pipe, 8" temporary DI fittings, DI flushing ports, 8" HDPE DR 13.5 temporary force main, 8" insertion valve, 8"x8"x8" tapping sleeve & valve, 20" x 8" reducer, system installation, testing, dewatering, and removal/ relocation	1	EA	\$62,604.00	\$62,604.00	\$32,066.01	\$32,066.01	\$54,872.40	\$54,872.40	\$44,487.00	\$44,487.00
17-A	Phase 3 Temporary Bypass Pipe System, including but not limited to 8" DI pipe, 8" C900 PVC pipe, 8" temporary DI fittings, DI flushing ports, 8" HDPE DR 13.5 temporary force main, 8" insertion valve, 8"x8"x8" tapping sleeve & valve, 20" x 8" reducer, system installation, testing, dewatering, and removal/ relocation	1	EA	\$62,398.00	\$62,398.00	\$32,066.01	\$32,066.01	\$54,045.77	\$54,045.77	\$44,487.00	\$44,487.00
18-A	Phase 4 Temporary Bypass Pipe System, including but not limited to 8" DI pipe, 8" C900 PVC pipe, 8" temporary DI fittings, DI flushing ports, 8" HDPE DR 13.5 temporary force main, 8" insertion valve, 8"x8"x8" tapping sleeve & valve, 20" x 8" reducer, system installation, testing, dewatering, and removal/ relocation	1	EA	\$9,285.00	\$9,285.00	\$32,066.01	\$32,066.01	\$41,014.86	\$41,014.86	\$49,439.00	\$49,439.00
19-A	Erosion Control Measures - Installation and maintenance	Lump Sum	LS	Lump Sum	\$50,801.00	Lump Sum	\$291,647.61	Lump Sum	\$181,365.26	Lump Sum	\$218,457.00
20-A	Stone Construction Entrance Pads – installation and maintenance	Lump Sum	LS	Lump Sum	\$14,917.00	Lump Sum	\$29,097.93	Lump Sum	\$33,341.02	Lump Sum	\$36,387.00
21-A	Seeding and establishment of temporary and/or permanent stand of grass for all disturbed areas	Lump Sum	LS	Lump Sum	\$26,220.00	Lump Sum	\$22,754.72	Lump Sum	\$12,870.94	Lump Sum	\$26,464.00
22-A	Trench Rock Excavation	200	CY	\$228.00	\$45,600.00	\$326.89	\$65,378.00	\$89.33	\$17,866.00	\$482.00	\$96,400.00
23-A	Stone for Trench Stabilization (as directed by Engineer)	300	TN	\$29.00	\$8,700.00	\$55.81	\$16,743.00	\$36.85	\$11,055.00	\$54.00	\$16,200.00
24-A	Select Backfill placed and compacted (as directed by Engineer)	500	CY	\$20.60	\$10,300.00	\$35.52	\$17,760.00	\$23.23	\$11,615.00	\$88.00	\$44,000.00
25-A	Greenway gravel path restoration (6" thickness of CABC)	260	SY	\$16.00	\$4,160.00	\$39.42	\$10,249.20	\$35.49	\$9,227.40	\$18.00	\$4,680.00
26-A	Greenway concrete sidewalk replacement – 5 ft. wide x 4" thickness	70	SY	\$104.00	\$7,280.00	\$45.51	\$3,185.70	\$57.92	\$4,054.40	\$53.00	\$3,710.00
27-A	Pavement removal & patches (flush with existing pavement) for the temporary force main installation and HDD access excavation in Evergreen View Drive – - 10" CABC (or 6" I19.0B) and 2" S9.5B	25	SY	\$167.00	\$4,175.00	\$243.67	\$6,091.75	\$200.26	\$5,006.50	\$7,675.00	\$191,875.00

ALTERNATE BID - 20" DIAMETER REPLACEMENT FORCE MAIN				Park Construction of NC, Inc. Morrisville, NC		Bruce Allen Construction Co., LLC Cary, NC		Carolina Civilworks, Inc. Durham, NC		Pipeline Utilities, Inc. Raleigh, NC	
28-A	Pavement (1.5" S9.5B) Overlay for Evergreen view Drive including milling pavement edges on 4 sides, adjustments for all valve boxes and manhole frames/lids,	120	SY	\$44.00	\$5,280.00	\$91.02	\$10,922.40	\$45.05	\$5,406.00	\$49.00	\$5,880.00
29-A	Removal of 15-inch Reinforced Concrete Pipe as required for force main installation, and replacement with new 15-inch RCP (Sta 25+09+/-)	16	LF	\$54.00	\$864.00	\$79.68	\$1,274.88	\$97.71	\$1,563.36	\$102.00	\$1,632.00
30-A	Removal of 24-inch Reinforced Concrete Pipe as required for force main installation, and replacement with new 24-inch RCP (Sta 19+93 +/-)	16	LF	\$68.00	\$1,088.00	\$93.11	\$1,489.76	\$116.31	\$1,860.96	\$116.00	\$1,856.00
31-A	Removal of 30-inch Reinforced Concrete Pipe as required for force main installation, and replacement with new 30-inch RCP (Sta 27+20 & 39+45 +/-)	44	LF	\$73.00	\$3,212.00	\$94.78	\$4,170.32	\$131.46	\$5,784.24	\$129.00	\$5,676.00
32-A	Removal of 36-inch Reinforced Concrete Pipe as required for force main installation, and replacement with new 36-inch RCP (Sta 45+72 & 61+03 +/-)	48	LF	\$85.00	\$4,080.00	\$123.59	\$5,932.32	\$155.23	\$7,451.04	\$147.00	\$7,056.00
33-A	Removal of 48-inch Reinforced Concrete Pipe as required for force main installation, and replacement with new 48-inch RCP (Sta 53+00)	80	LF	\$118.00	\$9,440.00	\$170.09	\$13,607.20	\$207.93	\$16,634.40	\$225.00	\$18,000.00
34-A	30" Concrete Valley Curb & Gutter removal and replacement	40	LF	\$61.00	\$2,440.00	\$108.83	\$4,353.20	\$38.61	\$1,544.40	\$40.00	\$1,600.00
35-A	Class B Rip Rap with Filter Fabric	22	TN	\$94.00	\$2,068.00	\$105.86	\$2,328.92	\$85.52	\$1,881.44	\$69.00	\$1,518.00
36-A	Traffic Control	Lump Sum	LS	Lump Sum	\$12,817.00	Lump Sum	\$13,481.90	Lump Sum	\$9,009.66	Lump Sum	\$53,343.00
37-A	Soils/Concrete/Asphalt Testing Allowance	Lump Sum	LS	Lump Sum	\$5,000.00	Lump Sum	\$5,000.00	Lump Sum	\$5,000.00	Lump Sum	\$5,000.00
38-A	Mobilization, Bonds, Insurance (Max. of 3.0% of total bid)	Lump Sum	LS	Lump Sum	\$76,400.00	Lump Sum	\$52,497.92	Lump Sum	\$73,493.08	Lump Sum	\$85,000.00
39-A	Construction Staking by Contractor	Lump Sum	LS	Lump Sum	\$14,490.00	Lump Sum	\$48,240.00	Lump Sum	\$10,296.75	Lump Sum	\$38,343.00
40-A	Non-destructive removal of wooden privacy fence and stored beside esmt.	60	LF	\$20.00	\$1,200.00	\$46.87	\$2,812.20	\$51.48	\$3,088.80	\$5.00	\$300.00
41-A	Staking of Easement along entire force main route (once) by Owner's Surveyor – Allowance Item	Lump Sum	LS	Lump Sum	\$9,500.00	Lump Sum	\$9,500.00	Lump Sum	\$9,500.00	Lump Sum	\$9,500.00
42-A	36" Steel encasement pipe (0.312" wall thickness) bored & jacked through rock , under street or stream (3 bore locations)	120	LF	\$1,511.00	\$181,320.00	\$1,711.36	\$205,363.20	\$2,582.61	\$309,913.20	\$1,787.00	\$214,440.00
ALTERNATE BID TOTAL				\$2,816,119.00		\$3,015,886.29		\$3,044,078.07		\$3,313,200.00	
								SEE NOTE 3 BELOW		SEE NOTE 4 BELOW	

NOTE 3: The Bid Form submitted by Carolina Civilworks listed a Total cost of \$139,400.00 for Bid Item 7-A and \$22,848.35 for Bid Item 14-A. These Totals are incorrect, based on the listed Unit Prices and material quantities. The Bid Documents state that the Unit Price shall govern when there is a discrepancy. The corrected totals for Bid Item 7-A and 14-A are \$170,765.00 and \$32,640.50 respectively. Their revised Alternate Bid Total is \$3,044,078.07.

NOTE 4: The Bid Form submitted by Pipeline Utilities, Inc. listed a Total cost of \$7,675 for Bid Item 27-A. This Total is incorrect, based on the listed Unit Price and material quantity. The Bid Documents state that the Unit Price shall govern when there is a discrepancy. The corrected total for Bid Item 27-A is \$191,875.00, and their revised Alternate Bid Total is \$3,313,200.00.

ALTERNATE BID - 20" DIAMETER REPLACEMENT FORCE MAIN				Moffat Pipe, Inc. Wake Forest, NC		JSmith Civil, LLC Goldsboro, NC		North American Pipeline Management, Inc. Raleigh, NC Office	
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1-A	20" C-905 DR 18 PVC Force Main	7,240	LF	\$132.00	\$955,680.00	\$115.50	\$836,220.00	\$243.00	\$1,759,320.00
2-A	20" C-905 DR 18 PVC Force Main Carrier Pipe installed in casing	440	LF	\$85.00	\$37,400.00	\$87.00	\$38,280.00	\$138.00	\$60,720.00
3-A	8" C-900 DR 18 PVC Force Main (permanent pipe connection between 20" force main and existing 8" force main near Station 69+50+/-)	30	LF	\$125.00	\$3,750.00	\$95.00	\$2,850.00	\$147.00	\$4,410.00
4-A	36" Steel encasement pipe (0.312" wall thickness) bored & jacked through dirt , under street or stream (3 bore locations)	360	LF	\$375.00	\$135,000.00	\$864.00	\$311,040.00	\$1,522.00	\$547,920.00
5-A	36" Steel encasement pipe (0.312" wall thickness) installed by open cut method (2 locations)	80	LF	\$275.00	\$22,000.00	\$276.00	\$22,080.00	\$516.00	\$41,280.00
6-A	Guaranteed Horizontal Directional Drill-from Sta 61+12 to Sta 69+38 (minimum) and installation of 20" DR 9 HDPE DIP size pressure pipe	Lump Sum	LS	Lump Sum	\$700,000.00	Lump Sum	\$792,000.00	Lump Sum	\$970,000.00
7-A	Compact Ductile Iron MJ Fittings (less accessories) with Protecto 401 Ceramic Epoxy Lining (this bid item is for permanent fittings only)	24,500	Lbs.	\$14.00	\$343,000.00	\$10.00	\$245,000.00	\$12.00	\$294,000.00
8-A	20" MJ Plug Valve with gear actuator for buried service & valve box	4	EA	\$14,500.00	\$58,000.00	\$12,000.00	\$48,000.00	\$45,200.00	\$180,800.00
9-A	8" MJ Resilient Wedge Gate Valve & valve box	4	EA	\$3,500.00	\$14,000.00	\$2,000.00	\$8,000.00	\$15,800.00	\$63,200.00
10-A	12" Resilient Wedge Insertion Gate Valve	1	EA	\$21,500.00	\$21,500.00	\$25,000.00	\$25,000.00	\$25,200.00	\$25,200.00
11-A	12" x 8" Tapping Sleeve and Valve	1	EA	\$9,000.00	\$9,000.00	\$5,400.00	\$5,400.00	\$12,400.00	\$12,400.00
12-A	4' Dia. Flat Top Precast Concrete Manhole, complete with ring & cover, Combination Air Valve, Wager 3000 Odor Scrubber, 20"x20"x6" MJ tee, 6" MJ plug w/2" tap, 2" SS nipple, 2" SS ball valve, and specified MH coating	4	EA	\$19,000.00	\$76,000.00	\$18,000.00	\$72,000.00	\$21,500.00	\$86,000.00
13-A	5' Dia. Flat Top Precast Concrete Manhole, complete with ring & cover, Combination Air Valve, Wager 2050-200 Vent Scrubber, 20"x20"x6" MJ tee, 6" MJ plug w/2" tap, 2" SS nipple, 2" SS ball valve, PVC piping, and specified MH coating (Sta 64+80+/-)	1	EA	\$31,000.00	\$31,000.00	\$25,000.00	\$25,000.00	\$34,800.00	\$34,800.00
14-A	Concrete for anti-seep collars, and storm drain pipe collars	50	CY	\$250.00	\$12,500.00	\$400.00	\$20,000.00	\$969.00	\$48,450.00

ALTERNATE BID - 20" DIAMETER REPLACEMENT FORCE MAIN				Moffat Pipe, Inc. Wake Forest, NC		JSmith Civil, LLC Goldsboro, NC		North American Pipeline Management, Inc. Raleigh, NC Office	
15-A	Phase 1 Temporary Bypass Pipe System, including but not limited to 8" DI pipe, 8" C900 PVC pipe, 8" temporary DI fittings, DI flushing ports, 8" HDPE DR 13.5 temporary force main, 8" insertion valve, 8"x8"x8" tapping sleeve & valve, 20" x 8" reducer, system installation, testing, dewatering, and removal/ relocation	1	EA	\$60,000.00	\$60,000.00	\$68,000.00	\$68,000.00	\$64,500.00	\$64,500.00
16-A	Phase 2 Temporary Bypass Pipe System, including but not limited to 8" DI pipe, 8" C900 PVC pipe, 8" temporary DI fittings, DI flushing ports, 8" HDPE DR 13.5 temporary force main, 8" insertion valve, 8"x8"x8" tapping sleeve & valve, 20" x 8" reducer, system installation, testing, dewatering, and removal/ relocation	1	EA	\$60,000.00	\$60,000.00	\$68,000.00	\$68,000.00	\$63,700.00	\$63,700.00
17-A	Phase 3 Temporary Bypass Pipe System, including but not limited to 8" DI pipe, 8" C900 PVC pipe, 8" temporary DI fittings, DI flushing ports, 8" HDPE DR 13.5 temporary force main, 8" insertion valve, 8"x8"x8" tapping sleeve & valve, 20" x 8" reducer, system installation, testing, dewatering, and removal/ relocation	1	EA	\$60,000.00	\$60,000.00	\$68,000.00	\$68,000.00	\$63,700.00	\$63,700.00
18-A	Phase 4 Temporary Bypass Pipe System, including but not limited to 8" DI pipe, 8" C900 PVC pipe, 8" temporary DI fittings, DI flushing ports, 8" HDPE DR 13.5 temporary force main, 8" insertion valve, 8"x8"x8" tapping sleeve & valve, 20" x 8" reducer, system installation, testing, dewatering, and removal/ relocation	1	EA	\$60,000.00	\$60,000.00	\$68,000.00	\$68,000.00	\$61,600.00	\$61,600.00
19-A	Erosion Control Measures - Installation and maintenance	Lump Sum	LS	Lump Sum	\$78,000.00	Lump Sum	\$81,000.00	Lump Sum	\$82,000.00
20-A	Stone Construction Entrance Pads – installation and maintenance	Lump Sum	LS	Lump Sum	\$5,000.00	Lump Sum	\$35,000.00	Lump Sum	\$5,000.00
21-A	Seeding and establishment of temporary and/or permanent stand of grass for all disturbed areas	Lump Sum	LS	Lump Sum	\$15,000.00	Lump Sum	\$122,000.00	Lump Sum	\$40,000.00
22-A	Trench Rock Excavation	200	CY	\$150.00	\$30,000.00	\$300.00	\$60,000.00	\$219.00	\$43,800.00
23-A	Stone for Trench Stabilization (as directed by Engineer)	300	TN	\$39.00	\$11,700.00	\$40.00	\$12,000.00	\$83.00	\$24,900.00
24-A	Select Backfill placed and compacted (as directed by Engineer)	500	CY	\$26.00	\$13,000.00	\$30.00	\$15,000.00	\$71.00	\$35,500.00
25-A	Greenway gravel path restoration (6" thickness of CABC)	260	SY	\$17.00	\$4,420.00	\$12.00	\$3,120.00	\$14.00	\$3,640.00
26-A	Greenway concrete sidewalk replacement – 5 ft. wide x 4" thickness	70	SY	\$63.00	\$4,410.00	\$44.00	\$3,080.00	\$97.00	\$6,790.00
27-A	Pavement removal & patches (flush with existing pavement) for the temporary force main installation and HDD access excavation in Evergreen View Drive – - 10" CABC (or 6" I19.0B) and 2" S9.5B	25	SY	\$125.00	\$3,125.00	\$136.00	\$3,400.00	\$73.00	\$1,825.00

ALTERNATE BID - 20" DIAMETER REPLACEMENT FORCE MAIN				Moffat Pipe, Inc. Wake Forest, NC		JSmith Civil, LLC Goldsboro, NC		North American Pipeline Management, Inc. Raleigh, NC Office	
28-A	Pavement (1.5" S9.5B) Overlay for Evergreen view Drive including milling pavement edges on 4 sides, adjustments for all valve boxes and manhole frames/lids,	120	SY	\$60.00	\$7,200.00	\$53.00	\$6,360.00	\$72.00	\$8,640.00
29-A	Removal of 15-inch Reinforced Concrete Pipe as required for force main installation, and replacement with new 15-inch RCP (Sta 25+09+/-)	16	LF	\$62.00	\$992.00	\$54.00	\$864.00	\$113.00	\$1,808.00
30-A	Removal of 24-inch Reinforced Concrete Pipe as required for force main installation, and replacement with new 24-inch RCP (Sta 19+93 +/-)	16	LF	\$76.00	\$1,216.00	\$75.00	\$1,200.00	\$147.00	\$2,352.00
31-A	Removal of 30-inch Reinforced Concrete Pipe as required for force main installation, and replacement with new 30-inch RCP (Sta 27+20 & 39+45 +/-)	44	LF	\$126.00	\$5,544.00	\$85.00	\$3,740.00	\$216.00	\$9,504.00
32-A	Removal of 36-inch Reinforced Concrete Pipe as required for force main installation, and replacement with new 36-inch RCP (Sta 45+72 & 61+03 +/-)	48	LF	\$136.00	\$6,528.00	\$113.00	\$5,424.00	\$223.00	\$10,704.00
33-A	Removal of 48-inch Reinforced Concrete Pipe as required for force main installation, and replacement with new 48-inch RCP (Sta 53+00)	80	LF	\$340.00	\$27,200.00	\$162.00	\$12,960.00	\$248.00	\$19,840.00
34-A	30" Concrete Valley Curb & Gutter removal and replacement	40	LF	\$60.00	\$2,400.00	\$24.00	\$960.00	\$132.00	\$5,280.00
35-A	Class B Rip Rap with Filter Fabric	22	TN	\$60.00	\$1,320.00	\$96.00	\$2,112.00	\$140.00	\$3,080.00
36-A	Traffic Control	Lump Sum	LS	Lump Sum	\$16,000.00	Lump Sum	\$170,000.00	Lump Sum	\$33,000.00
37-A	Soils/Concrete/Asphalt Testing Allowance	Lump Sum	LS	Lump Sum	\$5,000.00	Lump Sum	\$5,000.00	Lump Sum	\$5,000.00
38-A	Mobilization, Bonds, Insurance (Max. of 3.0% of total bid)	Lump Sum	LS	Lump Sum	\$101,500.00	Lump Sum	\$102,500.00	Lump Sum	\$90,000.00
39-A	Construction Staking by Contractor	Lump Sum	LS	Lump Sum	\$25,000.00	Lump Sum	\$20,500.00	Lump Sum	\$24,400.00
40-A	Non-destructive removal of wooden privacy fence and stored beside esmt.	60	LF	\$10.00	\$600.00	\$50.00	\$3,000.00	\$61.00	\$3,660.00
41-A	Staking of Easement along entire force main route (once) by Owner's Surveyor – Allowance Item	Lump Sum	LS	Lump Sum	\$9,500.00	Lump Sum	\$9,500.00	Lump Sum	\$9,500.00
42-A	36" Steel encasement pipe (0.312" wall thickness) bored & jacked through rock , under street or stream (3 bore locations)	120	LF	\$3,000.00	\$360,000.00	\$1,650.00	\$198,000.00	No Bid	No Bid
ALTERNATE BID TOTAL				\$3,393,485.00		\$3,599,590.00		\$4,852,223.00	
								SEE NOTE 5 BELOW	

Note 5: The Bid Form was revised and distributed to Bidders with Addendum No. 1, with instructions to the Bidders to use the revised Bid Form in place of the original Bid Form. North American Pipeline Management, Inc. submitted the original Bid Form, which did not include Bid Item 42-A, rather than the revised Bid Form. While this could be a basis to disqualify their bid, it is a moot issue as their Alternate Bid Total was the highest received and is not under consideration for award.

DIEHL & PHILLIPS, P.A.

CONSULTING ENGINEERS
1500 Piney Plains Rd., Suite 200
Cary, North Carolina 27518
Telephone (919) 467-9972 – Fax (919) 467-5327

WILLIAM C. DIEHL, P.E.
JOHN F. PHILLIPS, P.E.
ALAN R. KEITH, P.E.

July 31, 2020

Ms. Kendra D. Parrish, P.E.
Director of Engineering
Town of Holly Springs
P.O. Box 8
Holly Springs, NC 27540

Re: Engineer's Recommendation of Award
Avent Ferry Pump Station Force Main Replacement Project
TOHS Project No. 04-031

Dear Ms. Parrish:

Bids for the referenced project were received from seven licensed utility contractors on Thursday, July 30, 2020. The project will replace approximately 8,500 LF of 8-inch force main with either 18" PVC force main (Base Bid) or 20" PVC force main (Alternate Bid). The last estimate prepared by our company for the Town estimated the 18" replacement force main construction project costs at \$2,705,150. Given this estimate was prepared in September 2018, we are pleased that the low bid received was less than that estimate.

A complete listing of the bids received is presented in the attached Certified Bid Tabulation. It is my opinion that the bids received were competitive and represent the current fair market value for the required construction. The lowest responsible, responsive Base and Alternate Bids were submitted by Park Construction of NC, Inc., with the following bid amounts:

Base Bid (18" Force Main):	\$2,562,602.00
Alternate Bid (20" Force Main):	\$2,816,119.00

The purpose of this project is to increase the pumping rate of the existing Avent Ferry Pump Station by decreasing the operating pressures (by installing a larger force main). It is estimated the 18" replacement force main will increase the current pumping rate of 600+/- gpm to approximately 1,550 to 1,650 gpm, depending on the amount of internal wear in the existing pumps. The alternate 20" replacement force main would further increase the pumping rate by approximately 100 gpm.

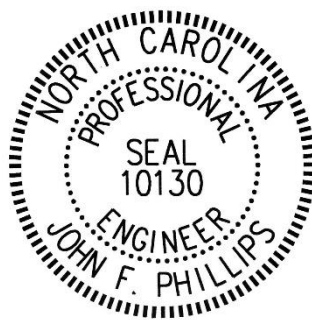
Mr. Kendra Parrish, P.E.
July 31, 2020
Page 2 of 2

Based on previous sewer studies of the service areas downstream of the Avent Ferry Pump Station, it has been estimated that this pump station may eventually require a peak pumping rate of approximately 3,500 gpm. Either size force main would be compatible with this projected flow rate. The 20" alternate would provide some power cost savings over the 18" diameter force main, but the estimated power savings over a 20-year period would not recoup the cost difference in the Base and Alternate bids.

Therefore, it is my recommendation that the Town award this contract to Park Construction of NC, Inc., in the Base Bid amount of \$2,562,602.00. Please note that this is a Unit Price contract, and that the final contract price will be determined by the unit prices bid and the actual quantities of the various bid items installed. For example, the Base Bid includes monies for rock excavation that may be encountered in trenches or in the encasement pipe bores. If no rock is encountered, Park Construction's final contract amount would decrease by approximately \$214,000. If more rock is encountered than the amount estimated in the Base Bid, the final contract price could be \$100,000 or more above the Bid amount.

To provide for the contingencies inherent in unit price contracts, it is my recommendation that **the Town allocate \$2,813,000 in funds** for the construction of this project. This amount will provide \$250,398 (approximately 9% of the bid amount) in contingency funds for the possible variations in the bid item quantities.

Please contact me if you have any questions regarding this recommendation or the attached Certified Bid Tabulation. As always, Diehl & Phillips, P.A. appreciates this opportunity to be of service to you and the Town of Holly Springs.



Yours very truly,

Diehl & Phillips, P.A.

A handwritten signature in black ink that reads "John F. Phillips".

John F. Phillips, P.E.

Enclosure
Certified Bid Tabulation

Cc: Mr. Aaron Levitt, PE
Mr. Dirk Siebenbrodt, PE

DIEHL & PHILLIPS, P.A.

CONSULTING ENGINEERS
1500 Piney Plains Rd., Suite 200
Cary, North Carolina 27518
Telephone (919) 467-9972 – Fax (919) 467-5327

WILLIAM C. DIEHL, P.E.
JOHN F. PHILLIPS, P.E.
ALAN R. KEITH, P.E.

March 31, 2020

Ms. Mary DePina, EI
Engineering Department
Town of Holly Springs
P.O. Box 8
Holly Springs, NC 27540

Re: Proposal for Construction Phase Engineering Services
Avent Ferry PS Force Main Replacement - TOHS Project No. 04-031

Dear Mary:

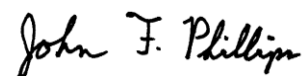
Diehl & Phillips, P.A. is pleased to submit this proposal for engineering services for the referenced project for your consideration. The proposed scope of services includes the tasks listed in the Table on the following page. I would be the project manager for Diehl & Phillips and would be performing the majority of the listed tasks. I would conduct the pre-bid and pre-construction meetings, the monthly progress meetings, and attend the semi-final and final inspections. I anticipate I would make the majority of the weekly site visits, but for any weekly visits I didn't make, either Alan Keith, PE, or Jeff Beehler, PE, would go in my place.

The bid documents establish a 180-calendar day period for substantial completion, and a 200-day period for final completion of the construction. The listed tasks and fees in the following table are based on those time periods. Based on our conference call, the project will be advertised for bids on April 30, 2020, with receipt of bids on June 3rd or 4th, whichever you prefer. We had discussed having Mauldin-Watkins stake the easements for the homeowners prior to construction, to allow the homeowners time to move any obstructions. I have not included their fees in the table below, as I assumed the Town would employ them directly. If it is more convenient for you to have their work and fees within our contract, please let me know and I will revise the table.

Please contact me if you have any questions. Thank you for considering us for the engineering services for the next phase of this project.

Yours very truly,

Diehl & Phillips, P.A.



John F. Phillips, P.E.

CONSTRUCTION PHASE ENGINEERING SERVICES AVENT FERRY PUMP STATION FORCE MAIN REPLACEMENT			
TASK TITLE	DESCRIPTION OF SERVICES	FEES	EXPENSES (Mileage and Printing)
Bid Phase	Advertise for bids, conduct pre-bid meeting, address questions, prepare addenda, receive bids, prepare bid tabulation and discussion of bids, prepare contracts for execution by both parties	\$4,605.00	\$420.00
Project Administration	Conduct pre-construction meeting, review materials submittals, review monthly pay applications, prepare any needed change orders, communicate regularly with TOHS inspectors and project manager, and conduct monthly progress meetings.	\$10,115.00	\$140.00
Weekly Site Visits	Visit job site an average of once a week to observe progress and quality of work. Actual frequency may be more than once a week, depending on nature of work underway during certain weeks.	\$12,400.00	\$480.00
Testing, Semi-Final and Final Inspections	Observe all required pressure tests, walk project with Contractor and TOHS staff to develop a semi-final punchlist, and walk project again to verify satisfactory completion of punchlist items.	\$1,880.00	\$80.00
Project Closeout	Prepare record drawings, obtain closeout documents from Contractor, and prepare/submit Engineer's Certification to DWR.	\$2,545.00	\$335.00
Sub-Totals		\$31,545.00	\$1,455.00
TOTAL PROPOSED LUMP SUM CONTRACT AMOUNT		\$33,000.00	

SECTION 00300
BID PROPOSAL ("Proposal")
Contract 1 – Avent Ferry Pump Station Force Main Replacement Project

TO: THE TOWN OF HOLLY SPRINGS, NORTH CAROLINA ("Owner")

FROM: "BIDDER" PARK CONSTRUCTION OF NC, INC.
ADDRESS 416 AIRPORT BLVD.
MORRISVILLE, NC 27560
DATE OF BID JULY 29TH, 2020.

The Bidder hereby signifies that it is his/her/its intention and purpose to enter into a formal Contract with the Town of HOLLY SPRINGS, North Carolina, to furnish all labor, materials, tools, equipment, apparatus, supplies, and the like required, and to do all the work necessary, for and because of the construction, erection, and/or installation of the proposed "Project":

Contract 1 – Avent Ferry Pump Station Force Main Replacement Project

for the Town of HOLLY SPRINGS, North Carolina in accordance with the Contract Documents, including Addenda thereto.** There is deposited, herewith, a certified check in the amount of: _____ Dollars (\$ _____), or a Bid Bond, in the amount of five percent (5%) of the total aggregate amount of the Bid, made payable to the Owner, the same to be refunded to the Bidder under the conditions of and in accordance with the terms of this Proposal, which are as follows:

THAT: The Bidder has carefully examined the Plans and Specifications and all other Contract Documents and fully understands them.

THAT: The Bidder has carefully examined the site of the Project and is familiar with the conditions under which the work, or any part thereof, is to be performed and the conditions which must be fulfilled in furnishing and/or installing, erecting or constructing any or all items of the Project.

THAT: The Bidder shall provide all necessary tools, machinery, equipment, apparatus, and all other means necessary to do all the work and shall furnish all labor, materials and all else required to complete such Contract as may be entered into, in the manner prescribed in and in accordance with the terms of the Specifications and the Contract and in accordance with the true intent and meaning thereof, and in accordance with the Plans and/or Drawings and the requirements of the Consulting Engineers under them, in a first class manner.

[Terms continued on the following page.]

** Fill in appropriate Addenda number(s): Addendum # 1 Dated 7-27-20
Addendum # _____ Dated _____
Addendum # _____ Dated _____
Addendum # _____ Dated _____
Addendum # _____ Dated _____
Addendum # _____ Dated _____

THAT: The rights of the Owner and the recommendations of the Consulting Engineers shall not be questioned in the Award of the Contract.

THAT: It is the intention of the Owner to let contracts on the basis of the Bids received in accordance with G.S. 143-129 and in such manner as the Owner may deem to be for the best interests of the Owner.

THAT: The Owner reserves the right to reject any or all proposals and can award any combination of Alternate Bids as may be in the Owner's best interest.

THAT: The work under each Section will be awarded under one Contract and that the Owner shall have the right to include such item or items as the Owner may deem to be in the best interests of the Owner.

THAT: On being awarded the Contract, the Bidder shall execute a Performance Bond and a Payment Bond, on the forms included herein, each equal to one hundred percent (100%) of the Awarded Contract Price (Contract Sum), as security for the faithful performance of the Contract.

THAT: The Bidder shall submit, in the blank spaces provided, all data, guarantees and other information called for.

THAT: The Bidder shall submit, herewith, drawings, or cuts and Specifications showing and describing in detail the equipment and/or apparatus which the undersigned proposes to furnish.

THAT: This Proposal shall be signed and submitted in the manner prescribed in the Instructions to Bidders.

THAT: Should this Proposal not be accepted by the Owner, the certified check, in the amount of:

Dollars (\$ _____) or the five percent (5%) Bid Bond, as applicable, deposited herewith shall be returned to the Bidder.

THAT: Should this Proposal be accepted by the Owner and the Bidder fail or neglect to execute the Contract and furnish the required Bonds within fifteen (15) days after receiving notifications of the acceptance of the Proposal and/or receipt of the formal Contract and Bond forms, the certified check, in the amount of: _____

Dollars (\$ _____), or the Bid Bond, deposited herewith shall be retained by the Owner as liquidated damages, it being understood that the Owner reserves the right to extend the time allowed for executing the Contract and/or furnishing the Bond in its sole discretion.

[Terms continued on the following page.]

THAT: The Bidder shall complete such Contract as may be entered into within the number of consecutive calendar days specified in the Contract from the date of the Notice to Proceed.

THAT: The Bidder proposes to enter into a Contract in accordance with this Proposal, the Plans and Specifications and the Contract Documents included herein, for the prices shown on the following pages.

THAT: The Bidder shall be required to submit a complete detailed itemized unit cost breakdown of the Bid Items on the Itemized Bid Proposal form in Section 00510 along with a computed Total Bid Price amount with this proposal.

THAT: It is the intent of these Contract Documents to obtain a Contract based on Unit Prices with project awarded based upon the lowest qualified total bid based upon unit prices applied to the estimated quantities. Where a discrepancy exists between words and numbers in the Bid amount, the written words shall govern. Where a discrepancy exists between unit prices and mathematical computations in the Itemized Proposal, the unit prices and quantities in the Itemized Proposal shall govern.

THAT: The successful bidder shall be required to apply for and obtain a privilege license from the Town of HOLLY SPRINGS, prior to the Award of the Contract if said bidder has an office within the Town limits of HOLLY SPRINGS

THAT: The successful bidder shall have all proper Bidder licenses and privilege licenses required under North Carolina state laws governing their respective trade(s).

THAT: Notice to Proceed and project available shall occur within 60 days of award of contract by the Town Council.

BID PROPOSAL

GENERAL CONSTRUCTION
FOR THE

Contract 1 – Avent Ferry Pump Station Force Main Replacement Project

Town of Holly Springs Project 04-031
(the "Project")

ITEMIZED PROPOSAL

The attached itemized list of work items and materials shall be made a part of this contract along with the completed price per unit of work item. The itemized bid proposal shall consist of the full completion of this list supplemented with any work item the contractor deems necessary to complete the project.

TOTAL "BASE BID" PRICE for the construction of the Project complete (with the replacement force main being 18" pipe) as indicated by the Contract Documents (in words and figures):

TWO MILLION FIVE HUNDRED SIXTY-TWO THOUSAND SIX HUNDRED AND TWO Dollars
and ZERO Cents (\$ 2,562,602⁰⁰)

TOTAL "ALTERNATE BID" PRICE for the construction of the Project complete (with the replacement force main being 20" pipe) as indicated by the Contract Documents (in words and figures):

TWO MILLION EIGHT HUNDRED SIXTEEN THOUSAND ONE HUNDRED AND NINETEEN Dollars
and ZERO Cents (\$ 2,816,119⁰⁰)

Bidder PARK CONSTRUCTION OF NC, INC.
(Print)

NOTE: PROPOSAL SIGNATURE REQUIRED ON PAGES 00300-6 and 300-8. ALL PROPOSALS MUST BE PROPERLY EXECUTED TO BE CONSIDERED A VALID BID.

CERTIFIED LIST OF EQUIPMENT/MATERIAL MANUFACTURERS AND SUB-CONTRACTORS

The Bidder, as part of the procedure for the submission of Bids on the Project, submits the following list of Equipment/Materials Manufacturers and Sub-Contractors to be used in the performance of work to be done on said Project. The list of Manufacturers and all equipment/materials furnished shall be based on requirements of the Contract Documents. Changes to this list after the Bid opening shall only be as approved by the Owner upon request by the Bidder or as required by the Owner based upon review of Bidder's submittals:

<u>EQUIPMENT/MATERIALS/SERVICE</u> <u>SUB-CONTRACTS</u>	<u>MANUFACTURER/SERVICE</u> <u>SUB-CONTRACTS</u>
<u>Precast Concrete Manholes</u>	<u>CP & P</u>
<u>C-900 and C-905 PVC Pipe</u>	<u>NATIONAL</u>
<u>DR-9 HDPE Pipe</u>	<u>FLYING W</u>
<u>Gate Valves</u>	<u>MUELLER</u>
<u>Ductile Iron Fittings</u>	<u>TYLER UNION</u>
<u>Plug Valves</u>	<u>VALMATIC</u>
<u>Sub-Contract – Horiz. Directional Drilling</u>	<u>SADDY'S HAULING</u>
<u>Sub-Contract – Paving</u>	<u>ASPHALT SERVICES ON DEMAND</u>
<u>Sub-Contract – Encasement Boring & Jacking</u>	<u>YOUNG CONSTRUCTION CO., INC.</u>
<u>Other Proposed Sub-Contracts:</u>	
<u> </u>	<u> </u>
<u> </u>	<u> </u>

It is understood and agreed that, if awarded a Contract, the Bidder shall not make any additions, deletions or substitutions to this certified list without the consent of the Owner. Failure to identify a manufacturer for any or all of the items listed shall constitute an entry of one of the manufacturers listed in its respective technical specification.

CERTIFICATION AFFIDAVIT

THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER UNDERSTAND AND AGREE THAT, IF AWARDED A CONTRACT, THIS CERTIFICATION SHALL BE ATTACHED THERETO AND BECOME A PART THEREOF.

PARK CONSTRUCTION OF NC, INC.
[If Bidder is not an individual, enter entity name here]

By: Christopher J. Humbert
(Signature)

NAME OF SIGNER: CHRISTOPHER J. HUMBERT
(Please Print or Type)

TITLE OF SIGNER: VICE PRESIDENT
(Please Print or Type)

DATE: JULY 29TH, 2020

BID SECURITY:

Accompanying this Proposal is a (1) Bid Bond in the amount of
(2) FIVE PERCENT of Bid Dollars
(\$ 5%).

NOTE: (1) Insert the words "bank draft," "certified check," "bid bond", "cash", or "cashier's check", as the case may be.

(2) Amount must be equal to at least five percent (5%) of the total Bid.

BIDDER'S LICENSE:

The Bidder certifies that (he/she/it) is licensed as a Bidder under the specific North Carolina state law regulating his/her/its particular trade and that the number of the license under which he/she/it now operates is 61200.

BIDDER'S CERTIFICATION AS TO ORGANIZATION AND AUTHORITY:

The Bidder certifies that the Affidavit of Organization and Authority, like the other documents attached hereto, form an integral part of the Proposal, and the Bidder acknowledges that the Owner will rely on the information provided therein in reviewing the Proposal and awarding a Contract.

LIQUIDATED DAMAGES:

The Bidder agrees, further, that the Owner may retain those amounts indicated in the Contract from the amount of compensation due the Bidder, under the terms of the Contract, for each and every day that the work remains incomplete and/or unsatisfactory beyond the Substantial Completion and Final Completion date(s) specified in the Notice to Proceed. This amount is agreed upon as the proper measure of liquidated damages the Owner will sustain, per day, by the failure of the Bidder to complete the work within the stipulated time, and it is not to be construed in any sense as a penalty.

The Bidder shall not have or bring a claim against the Owner, or raise as a defense against the imposition of liquidated damages, other construction purportedly impeding Bidder's progress or timely project completion.



(SIGNATURE PAGE)

Dated JULY 29TH, 2020.

PARK CONSTRUCTION OF NC, Inc (SEAL)

Bidder—Legal Entity

By:

Christopher J. Humbert (SEAL)

(SIGN HERE)

SEAL-if corporation

CHRISTOPHER J. HUMBERT
Printed Name

416 AIRPORT BLVD.

MORRISVILLE, NC 27560
Address

919/319-8801

Telephone No.

Subscribed and sworn to before me this 29TH day of JULY, 2020

Joshua B. Rogers
NOTARY PUBLIC
Person County, NC
My Commission Expires 02/07/2022

J. B. R.

Notary Public

My Commission Expires:

02/07/2022

BID BOND

This is a Bid Bond that is subject to the provisions of Article 3 of Chapter 44A of the North Carolina General statutes.

This Bid Bond is executed on JULY 29, 2020, 20 .

The name of the PRINCIPAL is PARK CONSTRUCTION OF NORTH CAROLINA, INC(1)
A CORPORATION(2)

The name of the SURETY is TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
350 GRANITE STREET, BRAINTREE, MA 02184

The TOWN OF HOLLY SPRINGS, NORTH CAROLINA is the OWNER.

The amount of the Bond is - FIVE PERCENT OF BID -
 _____ (Dollars) (\$ ^{5%} _____)

KNOW BY ALL MEN BY THESE PRESENTS, the Principal and Surety above named are hereby held and firmly bound unto the above named OWNER hereinafter called the OWNER in the penal sum of the amount stated above in lawful money of the United States, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the OWNER a certain Bid Proposal, attached hereto and hereby made a part hereof to enter into a Contract in writing, for the construction of:

Avent Ferry Pump Station Force Main Replacement Project – Holly Springs, NC, as described by a document entitled “Specifications, Proposal, Contract, and Bonds for Avent Ferry Pump Station Force Main Replacement Project”, Project No. 04-031 dated, June 25, 2020; and Avent Ferry Pump Station Force Main Replacement Project construction drawings No. 1 through 20A, dated June 25, 2020, as prepared by Diehl & Phillips, P.A.

NOW, THEREFORE

- (a) If said Bid Proposal shall be rejected; or in the alternate,
- (b) If said Bid Proposal shall be accepted and the Principal shall execute and deliver a Contract in the form of Contract attached hereto (properly completed in accordance with said Bid Proposal) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid Proposal, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bid Bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid Proposal; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

ATTEST:

Robbi Raynor
(Principal) Secretary
(SEAL)

PARK CONSTRUCTION OF NORTH CAROLINA, INC.

Principal

BY: *Chris Hunter* (3)

416 AIRPORT BOULEVARD, MORRISVILLE, NC 27560

(Address)

JBR
Witness as to Principal

416 AIRPORT BLVD., MORRISVILLE, NC 27560
(Address)

ATTEST:

Catherine Thompson
N. C. Resident Agent
(SEAL)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Surety

By: *E.A. Morrisette*

E. A. MORRISSETTE, ATTORNEY-IN-FACT (4)

(Name)

C/O CROSS INSURANCE

(Address)

1100 ELM STREET, MANCHESTER, NH 03101

(Phone Number)

603-606-3766

Catherine Poirier
Witness as to Surety

MANCHESTER, NH

(Address)

- (1) Insert the correct name of Principal.
- (2) Insert whether the Principal is a corporation, a partnership, a limited liability company or an individual.
- (3) If Principal is a partnership, all partners should execute the Bid Bond. If Bidder is a limited liability company, all managers (or all members, if the company is member-managed) should execute the Bond.
- (4) Provide contact name, address and phone number for bid bond surety.



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **E A Morrisette** of **Manchester** New Hampshire, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this *29th* day of *July*, 2020



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

License Year

2020

License No.

61200

North Carolina

Licensing Board for General Contractors

This is to Certify That:

Park Construction of North Carolina, Inc.
Morrisville, NC

is duly registered and entitled to practice

General Contracting

Limitation: Unlimited
Classification: Unclassified

until

December 31, 2020

when this Certificate expires.

Witness our hands and seal of the Board.

Dated, Raleigh, N.C.

January 1, 2020

This certificate may not be altered.



J. T. F. [Signature]
Chairman

C. Frank Wimer
Secretary-Treasurer

PARK

CONSTRUCTION OF NC, INC.

Park Construction of North Carolina, Inc.
Certificate of Vote

I, Anne M. Young, hereby certify that I am elected Secretary of Park Construction of North Carolina, Inc.

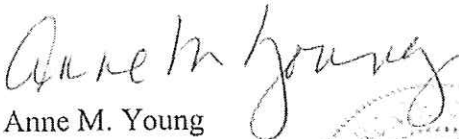
I, hereby certify that the following is a true copy of a vote taken at a meeting of the Board of Directors of the Corporation, duly called and held on Thursday, December 31, 2015 at which a quorum was present and voting.

Voted:

RESOLVED, That Christopher J. Humbert was elected Vice President of Park Construction of North Carolina, Inc., effective December 31, 2015 is duly authorized and empowered to enter into any contract designated in the name of and on behalf of Park Construction of North Carolina, Inc., upon such terms and conditions as may be agreed upon between he and designated entities. Further, he is authorized to execute any document, which in his judgement is desirable to effect the purpose of this vote.

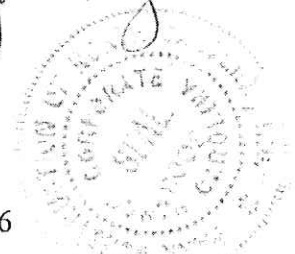
I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of January 5, 2016 and that Christopher J. Humbert is an officer and a bona fide employee of Park Construction of North Carolina, Inc.

ATTEST:



Anne M. Young
Secretary
Park Construction of
North Carolina, Inc.

DATE: January 5, 2016



TEAMWORK Together We Achieve The Extraordinary!



PARK

CONSTRUCTION OF NC, INC.

Park Construction of North Carolina, Inc.
Certificate of Vote

I, Anne M. Young, hereby certify that I am elected Secretary of Park Construction of North Carolina, Inc.

I, hereby certify that the following is a true copy of a vote taken at a meeting of the Board of Directors of the Corporation, duly called and held on Wednesday, January 13, 2016 at which a quorum was present and voting.

Voted:

RESOLVED, That Bobbie G. Raynor was elected Assistant Secretary of Park Construction of North Carolina, Inc., effective January 13, 2016 and is duly authorized and empowered to enter into any contract designated in the name of and on behalf of Park Construction of North Carolina, Inc., upon such terms and conditions as may be agreed upon between he and designated entities. Further, he is authorized to execute any document, which in his judgement is desirable to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of January 14, 2016 and that Bobbie G. Raynor is an officer and a bona fide employee of Park Construction of North Carolina, Inc.

ATTEST:

Anne M. Young

Anne M. Young
Secretary
Park Construction of
North Carolina, Inc.

DATE: January 14, 2016



Post Office Box 500 • Morrisville, NC 27560 • Phone (919) 319-8801 • Fax (919) 319-8835



TEAMWORK Together We Achieve The Extraordinary!

BID BOND

This is a Bid Bond that is subject to the provisions of Article 3 of Chapter 44A of the North Carolina General statutes.

This Bid Bond is executed on _____, 20__.

The name of the PRINCIPAL is _____ (1)

_____ (2)

The name of the SURETY is _____

The TOWN OF HOLLY SPRINGS, NORTH CAROLINA is the OWNER.

The amount of the Bond is _____

_____ (Dollars) (\$ _____)

KNOW BY ALL MEN BY THESE PRESENTS, the Principal and Surety above named are hereby held and firmly bound unto the above named OWNER hereinafter called the OWNER in the penal sum of the amount stated above in lawful money of the United States, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the OWNER a certain Bid Proposal, attached hereto and hereby made a part hereof to enter into a Contract in writing, for the construction of:

Avent Ferry Pump Station Force Main Replacement Project – Holly Springs, NC, as described by a document entitled "Specifications, Proposal, Contract, and Bonds for Avent Ferry Pump Station Force Main Replacement Project", Project No. 04-031 dated, June 25, 2020; and Avent Ferry Pump Station Force Main Replacement Project construction drawings No. 1 through 20A, dated June 25, 2020, as prepared by Diehl & Phillips, P.A.

NOW, THEREFORE

- (a) If said Bid Proposal shall be rejected; or in the alternate,
- (b) If said Bid Proposal shall be accepted and the Principal shall execute and deliver a Contract in the form of Contract attached hereto (properly completed in accordance with said Bid Proposal) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid Proposal, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bid Bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid Proposal; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

ATTEST:

(Principal) Secretary
(SEAL)

Principal

BY: _____ (3)

(Address)

Witness as to Principal

(Address)

ATTEST:

N. C. Resident Agent
(SEAL)

Surety

By: _____ (4)

(Name)

(Address)

(Phone Number)

Witness as to Surety

(Address)

- (1) Insert the correct name of Principal.
- (2) Insert whether the Principal is a corporation, a partnership, a limited liability company or an individual.
- (3) If Principal is a partnership, all partners should execute the Bid Bond. If Bidder is a limited liability company, all managers (or all members, if the company is member-managed) should execute the Bond.
- (4) Provide contact name, address and phone number for bid bond surety.

**POWER OF ATTORNEY
(Attach)**

**BIDDER'S CERTIFICATES
AFFIDAVIT OF ORGANIZATION AND AUTHORITY
SWORN STATEMENT**

STATE OF NORTH CAROLINA)

COUNTY OF WAKE)

CHRISTOPHER J. HUMBERT being first duly sworn on oath deposes and says that the Bidder on the attached Bid Proposal is organized as indicated below and that all statements herein made are made on behalf of such Bidder and that this deponent is authorized to make them.

(Fill Out Applicable Paragraph)

CORPORATION:

The Bidder is a corporation organized and existing under the laws of the State of NORTH CAROLINA, it operates under the legal name of PARK CONSTRUCTION OF NC, INC., and the full names of its officers are as follows:

President	<u>STEVEN A. NORBY</u>
Secretary	<u>ANNE M. YOUNG</u>
Treasurer	<u>MARK NORBY</u>
Manager	<u>CHRISTOPHER J. HUMBERT, VICE PRESIDENT</u>

and it does ✓ have a corporate seal. The VICE PRESIDENT is/are authorized to sign construction proposals and contracts for the company by action of its Board of Directors taken DECEMBER 31ST, 2015, a certified copy of which is hereto attached. (Strike out this last phrase if not applicable.)

PARTNERSHIP:

The Bidder is a [limited/general] partnership consisting of individual/corporate partners as follows:

General Partners

Limited Partners

The partnership does business under the name of : _____

LIMITED LIABILITY COMPANY:

The bidder is a [member-managed/manager-managed] limited liability company consisting of the following individual/corporate members/managers:

Managers

Members

INDIVIDUAL:

The Bidder is an individual whose full name is:

_____ and if operating under a trade name, said trade name is as follows:

The business address of the Bidder is:

416 AIRPORT BLVD.
MORRISVILLE, NC 27560

Its phone number is: 919-319-8801

The contact person for this Proposal is:

CHRIS HUMBERT

PARK CONSTRUCTION OF NC, INC.
Bidder

By: Chris Humbert

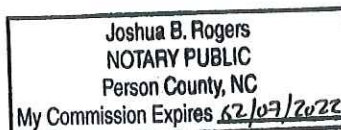
Subscribed and sworn to before me this 29th day of July, 2020.

JLB
Notary Public

Person
County

My Commission Expires:

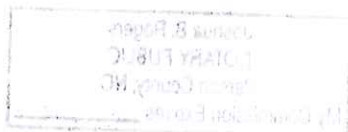
02/07/2022



EQUAL EMPLOYMENT OPPORTUNITY ADDENDUM

During the performance of the Contract the Bidder agrees as follows:

- a. The Bidder shall not discriminate against any employee or applicant because of race, color, religion, sex, or national origin. The Bidder shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause.
- b. The Bidder shall, in all solicitations or advertisements for employees placed by or on behalf of the Bidder, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c. The Bidder shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract understanding, a notice, to be provided, advising the labor union or worker's representative of the Bidder's commitments under the Equal Employment Opportunity Section of the Contract, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. In the event of the Bidder's noncompliance with the nondiscrimination clauses of the Contract or with any of such rules, regulations, or orders, the Contract may be canceled, terminated, or suspended in whole or in part and the Bidder may be declared ineligible for further OWNER contracts.
- e. The Bidder will include the provisions of this Addendum in every subcontract or purchase order unless exempted by rules, regulations, or orders of the OWNER so that such provisions will be binding upon each Subcontractor or vendor.



(Use the following form for execution by a CORPORATION):

ATTEST: Bob L. Langer
(Assistant) Secretary

PARK CONSTRUCTION OF NC, INC
Corporate Name

BY: Christie J. Hunt
(Vice) President

(CORPORATE SEAL)

(Use the following form for execution by a PARTNERSHIP):

Partnership Name (SEAL)

BY: _____ (SEAL)
General Partner

(Use the following form for execution by a LIMITED LIABILITY COMPANY):

Company Name (SEAL)

BY: _____ (SEAL)
Manager/Member

(Use the following form for execution by an INDIVIDUAL):

BY: _____ (SEAL)

WITNESS:

JOSHUA B. ROGERS

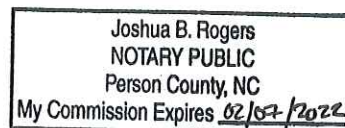
Subscribed and sworn to before me this 29TH day of JULY, 2020.

JLB
Notary Public

PERSON
County

My Commission Expires:

02/07/2022



QUALIFICATIONS OF BIDDERS

In order to assist the Owner in determining whether the Bidder is qualified to perform the Work, as set forth in the Contract Documents, the Bidder shall furnish the following information.

1. List of references who are qualified to judge as to his financial responsibility and his experience in work of similar nature to that bid upon:
SEE ATTACHED
2. List of previous contracting experience, including dollar values of contracts:
SEE ATTACHED
3. List of facilities or equipment that is available for use:
SEE ATTACHED
4. Name, City/Town of residence, and title of the individual who will give personal attention to the work:
CHRISTOPHER J. HUMBERT
APEX, NC
VICE PRESIDENT
5. Financial Statement:

ASSETS

CURRENT ASSETS:

Cash \$ _____

Notes and Accounts Receivable _____

Inventories _____

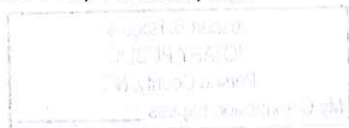
PLANT ASSETS:

Real Estate \$ _____

Machinery _____

Good Will, Patents, etc. _____

\$ _____
Total Assets



LIABILITIES:

Notes Payable	\$ _____	
Accounts Payable	_____	
Accrued Wages	_____	
Other Liabilities	_____	\$ _____
		Total Liabilities
	EXCESS OF ASSETS OR NET WORTH	\$ _____

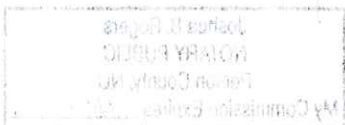
6. List all pending claims or lawsuits, and any lawsuit within the last 10 years, filed by or against the Bidder, and describe the resolution of each claim or lawsuit:

<u>Claim</u>	<u>Date of Claim</u>	<u>Resolution, if any</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The existence of unresolved claims against Bidder may disqualify the Bidder from making a Bid Proposal and entering into a Contract.

Notes:

- A. The above is a suggested form for the Financial Statement, but the Bidder is not required to follow the form explicitly. The Financial Statement submitted must clearly show to the satisfaction of the Owner the Bidder's current financial condition. The Owner reserves the privilege of requiring additional information as to financial responsibility of the Bidder prior to awarding Contract.
- B. Bidder shall attach additional pages, if necessary, in order to complete the required information.
- C. The Bidder shall submit detailed information required for above items 1 through 4 with his Bid Proposal package and, at the discretion of the Bidder, the information required under Item 5 may be furnished after Bid Proposals are received if required by the Owner and Engineer to evaluate the financial qualifications of a prospective Bidder.



**AFFIDAVIT OF
STATEMENT OF NON-COLLUSIVE**

State of NORTH CAROLINA)
County of WAKE) ss.

CHRISTOPHER J. HUMBERT being first duly sworn,
deposes and says that:

- (1) He/she is the OFFICER
(Owner, Partner, Officer, Representative or Agent)
of PARK CONSTRUCTION OF NC, INC., the BIDDER that has
submitted the attached BID PROPOSAL;
- (2) He is fully informed respecting the preparation and contents of the attached BID
PROPOSAL and of all pertinent circumstances respecting such BID PROPOSAL;
- (3) Such BID PROPOSAL is genuine and is not a collusive or sham BID PROPOSAL;
- (4) Neither the said BIDDER nor any of its officers, partners, owners, agents, representatives,
employees or parties in interest, including this affiant, have in any way colluded, conspired,
connived or agreed, directly or indirectly, with any other BIDDER, firm, or person to submit
a collusive or sham BID PROPOSAL in connection with the Contract for which the attached
BID PROPOSAL has been submitted; or to refrain from bidding in connection with such
Contract; or have in any manner, directly or indirectly, sought by agreement or collusion,
or communication, or conference with any BIDDER, firm, or person to fix the price or prices
in the attached BID PROPOSAL or of any other BIDDER, or to fix any overhead, profit, or
cost elements of the BID PROPOSAL price or the BID PROPOSAL price of any other
BIDDER, or to secure through any collusion, conspiracy, connivance, or unlawful
agreement any advantage against The Town of HOLLY SPRINGS, or any person
interested in the proposed Contract;
- (5) The price or prices quoted in the attached BID are fair and proper and are not tainted by
any collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER
or any other of its agents, representatives, owners, employees or parties in interest,
including this affidavit.

PARK CONSTRUCTION OF NC, INC.
BIDDER
BY Christopher J. Humbert
ITS VICE PRESIDENT
(Title)

Subscribed and sworn to before me this 29th day of July, 2020.

My commission expires 02/07/2022

END OF AFFIDAVIT

Joshua B. Rogers NOTARY PUBLIC Person County, NC My Commission Expires <u>02/07/2022</u>

Town of Holly Springs

AFFIDAVIT A

AFFIDAVIT of Intent to Perform Contract with Own Workforce.

County of Wake

Affidavit of _____
(Name of Bidder)

I hereby certify that it is our intent to perform a minimum of _____ % of the work required for the _____ contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract substantial elements of work for this type project, and normally performs and has the capability to perform and will perform substantial elements of the work on this project with his/her own current work forces; and

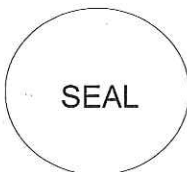
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of North Carolina, County of _____

Subscribed and sworn to before me this _____ day of _____ 20__

Notary Public _____

My commission expires _____

NONDISCRIMINATION CLAUSE

It is specifically agreed as part of the consideration of the signing of this Bid Proposal, and the resulting execution of a Contract, that the parties hereto, their agents, officials, employees or servants shall not discriminate in any manner on the basis of age, handicap, race, color, creed, gender, religious affiliation, or national origin with reference to the subject matter of the Contract, no matter how remote.

This provision, being incorporated for the benefit of the Town of HOLLY SPRINGS and its residents, may be enforced as set out in the ordinances of the Town of HOLLY SPRINGS, enforcement of this provision shall be by action for specific performance, injunctive relief, or other remedy as by law provided.

This provision shall be binding on the successors and assigns of the parties hereto with reference to the subject matter of the Contract.

(Use the following form for signatures by a CORPORATION):

ATTEST:

Bobbie Raynor
(Assistant) Secretary

BOBBIE RAYNOR
(Printed Name)

(Corporate Seal)

PARK CONSTRUCTION OF NC, INC.
Corporate Name

BY: Christopher J. Humbert
(Vice) President

CHRISTOPHER J. HUMBERT
(Printed Name)

(Use the following form for signatures by a PARTNERSHIP):

WITNESS

(Printed Name)

_____(SEAL)
Partnership Name

BY: _____(SEAL)
General Partner

(Use the following form for signatures by a LIMITED LIABILITY COMPANY):

WITNESS

(Printed Name)

Company Name

BY: _____
Manager/Member

(Use the following form for signatures by an INDIVIDUAL):

(Printed Name)

WITNESS

(Printed Name)

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public

County

My Commission Expires:

NOTICE OF AWARD

TO: CONTRACTOR/BIDDER: _____

ADDRESS: _____

FROM: _____

OWNER: Town of HOLLY SPRINGS
Engineering Department
HOLLY SPRINGS, North Carolina

PROJECT: **Avent Ferry Pump Station Force Main Replacement Project – Holly Springs, NC**
Project No. 04-031

You are hereby notified that the Owner has considered the Bid Proposal submitted by you for the above-described project in response to its Notice to Bidders dated _____.

It appears that it is to the best interest of said Owner to accept your Bid Proposal in the amount of: _____ Dollars (\$_____).

You are therefore hereby notified that your Bid Proposal has been accepted for **Contract 1 –**
Avent Ferry Pump Station Force Main Replacement Project (TOHS Project No. 04-031).

The Bidder is required by as a condition of its Award of the Contract to execute and deliver the formal Contract with the Owner and to furnish the required Bidder's Performance and Payment Bonds within fifteen (15) days from the date of the delivery of this Notice to you.

If you fail to execute said Contract and to furnish said Bonds within fifteen (15) days from the date of delivery of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid Proposal as abandoned and to award the work covered by your Bid Proposal to another bidder, or to re-advertise the work or otherwise dispose thereof as the Owner may see fit.

Dated this _____ day of _____, 2020.

Town of HOLLY SPRINGS, North Carolina

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged this _____ day of _____, 2020.

Bidder

By: _____

Title: _____

- END OF SECTION 00300 -

AGREEMENT

This Agreement (the "Agreement") is made this _____ day of _____ in the year 2020, by and between the Town of Holly Springs, North Carolina, (the "Owner") and _____ of _____, (the "Contractor").

WITNESSETH

THAT, WHEREAS, an Award of Contract (the "Award") for:

Contract 1 – Avent Ferry Pump Station Force Main Replacement Project
TOHS Project No. 04-031

as prepared by Diehl & Phillips, P.A. . (hereinafter called "Engineer's Consultant"), has recently been awarded to the Contractor by the Owner.

AND WHEREAS, the work to be performed by the Contractor or its subcontractors, and the labor, materials, equipment, apparatus, and supplies to be provided in connection therewith (collectively, the "Work") is more particularly described in the Proposal (the "Proposal") attached hereto.

AND WHEREAS, the aggregate cost of the Work (referred to as either the "Contract Price" or the "Contract Sum") and the individual prices and rates of the various components of the Work that together comprise the Contract Price, are more particularly described in the Proposal.

AND WHEREAS, it was one of the conditions of said Award that a formal contract should be executed by and between the Owner and the Contractor, evidencing the terms of said Award.

NOW THEREFORE, THIS AGREEMENT FURTHER WITNESSETH THAT the Owner and the Contractor represent, warrant, covenant and agree as follows:

It is agreed and understood that the terms and conditions of the following documentation of are a part of and parcel to this Agreement to the same extent as if incorporated herein in full:

Project Manual for Project No. 04-031 Avent Ferry Pump Station Force Main Replacement Project, Standard General Conditions of the Construction Contract (EJCDC Document No. 1910-8, 1996 edition), as amended, revised, and supplemented by the Supplementary Conditions (the "Supplementary Conditions") and the Special Conditions (the "Special Conditions") thereto (as so amended, revised and supplemented, the "General Conditions") or 2012 NCDOT Standard Specifications for Roads and Structures.

The Contractor hereby covenants and agrees with the Owner that it will, for a sum equal to the Contract Price, well and faithfully perform, provide and execute the Work in accordance with each and every one of the conditions, covenants, stipulations, terms and provisions contained in the Notice to Bidders/Invitation to Bid, the Instructions to Bidders, the Proposal, the Plans, the Specifications, the General Conditions and the Contract Documents (as that term is defined in the General Conditions), all of which are a part of and parcel to this Agreement to the same extent as if incorporated herein in full. The Owner does hereby covenant and agree with the Contractor that it will pay to the Contractor, when due and payable under the terms of the Contract Documents and the Award, the Contract Price, and that it will well and faithfully

comply with and perform each and every obligation imposed upon it by said Contract Documents and the terms of said Award.

The Contractor shall commence the Work on the commencement date specified in a written order of the Owner (the "Notice to Proceed"). **The Work shall be substantially completed within 180 CONSECUTIVE CALENDAR DAYS of the commencement date specified in the Notice to Proceed, and finally and fully completed, so that it is ready for final payment, as evidenced by the Engineer's written recommendation, within 200 CONSECUTIVE CALENDAR DAYS of the commencement date specified in the Notice to Proceed (such deadlines being referred to herein and in the Contract Documents as the "Contract Time" or the "Contract Times").** In the event that the Work is not completed to the standards and degrees required by the Contract Times, or either of them, liquidated damages shall be assessed against the Contractor for each day of delay as described herein below.

LIQUIDATED DAMAGES

The parties recognize and acknowledge that Owner will suffer financial losses if the Work is not completed as required within the Contract Times. They also recognize and acknowledge that the damages caused by the contractor's delays are difficult to ascertain and that the expense and difficulty to both parties in proving or contesting the amounts of those losses would be substantial. Instead of requiring proof of those amounts, it is agreed that Contractor shall be liable for and shall pay owner the following amounts under owner's damages, and engineering charges, all as liquidated damages, and not as a penalty in the event the Work remains incomplete at the end of the contract time specified in the Notice to Proceed.

The Contractor agrees further that the Owner may retain those amounts indicated below from the amount of Compensation due the Contractor for each day that the work remains incomplete beyond the completion date specified in the Notice to Proceed. Payment by the Owner to the Contractor in lieu of retainage does not constitute a waiver by the Owner. This amount is agreed upon as the proper measure of liquidated damages the Owner will sustain, per day, by the failure of the undersigned to complete the work within the stipulated time, and it is not to be construed, in any sense, as a penalty. The parties agree this is a reasonable amount.

No Contractor shall have a claim against the Owner as a result of a third party's lack of progress or project completion.

Contract	Number of Days	Owner's Damages	Engineering Charges	Total Liquidated Damages
From NTP to Substantial Completion	180 days	\$300 /day	\$200 /day	\$500_/day
From Substantial Completion to Final Completion	20 days	\$150 /day	\$100 /day	\$250_/day

Liquidated damages in the amount of \$500/day will commence on the 181st day following the commencement date specified in the Notice to Proceed (assuming no contract time extensions approved through change orders), if the replacement force main is not fully installed and put into service conveying pumped wastewater from the Avent Ferry Pump Station.

Payment of the charges described herein shall not excuse or relieve the Contractor for any other liability under the Contract Documents for delay in the progress schedule of the Work, and all other penalties imposed on the Contractor and remedies available to the Owner under the Contract Documents shall remain in full force and effect.

IN WITNESS WHEREOF, said Contractor and Owner, being duly authorized, have caused these presents to be signed in their names as of the day and year first above written.

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

By: _____
Name: _____
Title: Finance Director

ATTEST:

TOWN OF HOLLY SPRINGS,
a North Carolina municipality

By: _____
Name: Linda McKinney
Title: Town Clerk

By: _____
Name: Randy Harrington
Title: Town Manager

(SEAL)

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of _____ County, State of _____, do hereby certify that _____ personally came before me this day and acknowledged that he/she is the Town Clerk of the Town of Holly Springs, a North Carolina municipality, and that, by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Town Manager, sealed with its seal, and attested by himself/herself as its Town Clerk.

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

Notary Public

My Commission Expires: _____

[OFFICIAL SEAL]

[Contractor's Signature, if individual(s)]

CONTRACTOR:

(SEAL)

(SEAL)

(SEAL)

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of _____ County, State
of _____, do hereby certify that _____
personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the _____ day of _____, 20__.

Notary Public

My Commission expires: _____

[OFFICIAL SEAL]

IMPORTANT

NOTE: If Contractor is an individual, his/her signature shall be placed above. The signature of the Contractor shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgment.

[OR: Contractor's Signature, if a corporation]

CONTRACTOR:

a _____ corporation

ATTEST:

Secretary
(SEAL)

By: _____
Name: _____
Title: _____

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of _____ County, State of _____, do hereby certify that _____ personally came before me this day and acknowledged that he/she is _____ Secretary of _____, a _____ corporation, and that, by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____ President, sealed with its corporate seal, and attested by himself/herself as its _____ Secretary.

Witness my hand and official seal, this the _____ day of _____, 20__.

Notary Public

My Commission Expires: _____

[OFFICIAL SEAL]

IMPORTANT

NOTE: If the Contractor is a Corporation, the legal name of the Corporation shall be set forth above, together with the signature of the officer or officers authorized to sign Contracts on behalf of the Corporation. If the signature is by an agent other than an authorized officer of the Corporation, a Resolution must be attached hereto. The signature of the Contractor shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgment.

[OR: Contractor's Signature, if a partnership]

CONTRACTOR:

_____,
a [general/limited] partnership (SEAL)

By: _____ (SEAL)

Name: _____

Title: General Partner

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of _____ County, State of _____, do hereby certify that _____, General Partner of _____, a _____ [general/limited] partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument as his/her act and deed and as the act and deed of the partnership.

Witness my hand and official seal, this the _____ day of _____, 20__.

Notary Public

My Commission Expires: _____

[OFFICIAL SEAL]

IMPORTANT

NOTE: If Contractor is a partnership, the true name of the firm shall be set forth above, together with the signatures of all the general partners. If the signature is by an agent other than a general partner, a Resolution must be attached hereto. The signature of the Contractor shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgment.

[OR: Contractor's Signature, if a limited liability company]

CONTRACTOR:

_____,
a limited liability company (SEAL)

By: _____ (SEAL)

Name: _____

Title: Member/Manager

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of _____ County, State
of _____, do hereby certify that _____ a
[Member/Manager] of _____, a _____ limited liability
company, personally appeared before me this day and acknowledged the due execution of the foregoing
instrument as his/her act and deed and as the act and deed of the company.

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

Notary Public

My Commission Expires: _____

[OFFICIAL SEAL]

IMPORTANT

NOTE: If Contractor is a limited liability company, the true name of the firm shall be set forth above, together with the signatures of all the managers. If the signature is by an agent other than all of the managers of the limited liability company (or all of the members, if the company is member-managed), a Resolution must be attached hereto. The signature of the Contractor shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgment.

PERFORMANCE BOND

This Bond is executed on _____, 20__.

The name of the PRINCIPAL is _____ (1)

a _____ (2)

The name of the SURETY is _____

The TOWN OF HOLLY SPRINGS, NORTH CAROLINA is the CONTRACTING BODY.

The amount of the Bond is _____
Dollars (\$) _____)

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the above named CONTRACTING BODY, hereinafter called the "Contracting Body", in the penal sum of the amount stated above in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal entered into a certain Agreement with the Contracting Body, dated the ____ day of _____, 20__ for work described by Plans and Specifications prepared by Town of Holly Springs and their consulting engineers, herein called and referred to as the "Engineers", a copy of said Agreement is hereto attached and made a part hereof for the construction of:

Avent Ferry Pump Station Force Main Replacement Project – Holly Springs, NC, as described by a document entitled "Specifications, Proposal, Contract, and Bonds for Avent Ferry Pump Station Force Main Replacement Project", Project No. 04-031 dated, June 25, 2020; and Avent Ferry Pump Station Force Main Replacement Project construction drawings No. 1 through 20A, dated June 25, 2020, as prepared by Diehl & Phillips, P.A.

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Agreement during the original term of said Agreement and any extensions thereof that may be granted by the Contracting Body, with or without notice to the Surety, and during the life of any guaranty required under the Agreement, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Agreement that may hereafter be made, notice of which modifications to the SURETY being hereby waived, then, this obligation is to be void; otherwise it shall remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST:

(Principal) Secretary
(SEAL)

Principal

By: _____ (3)

(Address)

Witness as to Principal

(Address)

Surety

By: _____ (4)
(Name)

(Address)

ATTEST:

By: _____
[N.C. Resident Agent]
(SEAL)

(Phone Number)

Witness as to Surety

(Address)

NOTE: Date of Bond must not be prior to date of Agreement.

- (1) Insert the correct name of Contractor.
- (2) Insert whether the Contractor is a corporation, a partnership, a limited liability company or an individual.
- (3) If Contractor is a partnership, all general partners should execute the Bond. If Contractor is a limited liability company, all managers (or all members, if the company is member-managed) should execute the Bond .
- (4) Provide contact name, address and phone number for performance bond surety.

PAYMENT BOND

This Bond is executed on _____, 20__.

The name of the PRINCIPAL is _____ (1)

a _____ (2)

The name of the SURETY is _____

The TOWN OF HOLLY SPRINGS, NORTH CAROLINA is the CONTRACTING BODY.

The amount of the Bond is _____
_____ Dollars (\$) _____)

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the above named CONTRACTING BODY, hereinafter called the "Contracting Body", in the penal sum of the amount stated above in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal entered into a certain Agreement with the Contracting Body, dated the ____ day of _____, 20__ for work described by Plans and Specifications prepared by Town of Holly Springs and their consulting, herein called and referred to as the "Engineers", a copy of said Agreement is hereto attached and made a part hereof for the construction of:

Avent Ferry Pump Station Force Main Replacement Project – Holly Springs, NC, as described by a document entitled "Specifications, Proposal, Contract, and Bonds for Avent Ferry Pump Station Force Main Replacement Project", Project No. 04-031 dated, June 25, 2020; and Avent Ferry Pump Station Force Main Replacement Project construction drawings No. 1 through 20A, dated June 25, 2020, as prepared by Diehl & Phillips, P.A.

NOW THEREFORE, if the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said Agreement, and any and all duly authorized modifications of said Agreement that may hereafter be made, notice of which modifications to the SURETY being hereby waived, then this obligation is to be void; otherwise it shall remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST:

(Principal) Secretary
(SEAL)

Principal

By: _____(3)

(Address)

Witness as to Principal

(Address)

Surety

By: _____(4)
(Name)

(Address)

ATTEST:

By: _____
[N.C. Resident Agent]
(SEAL)

(Phone Number)

Witness as to Surety

(Address)

NOTE: Date of Bond must not be prior to date of Agreement.

- (1) Insert the correct name of the Contractor.
- (2) Insert whether the Contractor is a corporation, a partnership, a limited liability company or an individual.
- (3) If Contractor is a partnership, all general partners should execute the Bond. If Contractor is a limited liability company, all managers (or all members, if the company is member-managed) should execute the Bond.
- (4) Provide contact name, address and phone number for payment bond surety.

AFFIDAVIT

(To be attached to all Agreements)

STATE OF

)

) SS

COUNTY OF

)

_____ being first duly sworn on oath deposes and says that
s/he is _____ (attorney-in-fact or agent) of
_____ (bonding company) surety on the attached Agreement on
_____ executed by
_____ (Contractor).

Affiant further deposes and says that no officer, official or employee of the Owner has any interest directly or indirectly, or is receiving any premium, commission fee or other thing of value on account of the same or furnishing of the Bond, undertaking or Contract of Indemnity, Guaranty, Suretyship in connection with the above mentioned Agreement.

Signed _____

Subscribed and sworn to before me this ____ day of _____, 20__.

(Notary Public, _____ County, _____)

My Commission Expires _____

RESOLUTION OF CONTRACTOR'S PARTNERS, MANAGERS OR MEMBERS

(Attach if necessary)

CERTIFICATE OF INSURANCE

(Attach)

[See the General Conditions for specific requirements.]

NOTICE TO PROCEED

TO: CONTRACTOR: _____
ADDRESS: _____

FROM: Kendra D. Parrish, PE
Director of Engineering

OWNER: Town of Holly Springs
P.O. Box 8
128 S. Main St.
Holly Springs, North Carolina 27540

PROJECT: Avent Ferry Pump Station Force Main Replacement Project

TOWN OF HOLLY SPRINGS PROJECT NO.: 04-031

CONTRACT PRICE/SUM: \$ _____ Dollars
(\$ _____).

You are hereby notified to commence Work on the referenced project on or before _____, 20____
(the "Commencement Date"), and are to Substantially Complete the Work within 180 CONSECUTIVE
CALENDAR DAYS of the Commencement Date, and finally and fully Complete the Work within 200
CONSECUTIVE CALENDAR DAYS of the Commencement Date. Your Contract final completion date
is therefore _____, 20____.

The Agreement provides for assessment of liquidated damages for each consecutive calendar day after the
above established completion dates that the Work remains incomplete to the standard and degree required.

ENGINEER:

Diehl & Phillips, P.A.

By: _____
Name: John F. Phillips, P.E.
Title: Consulting Engineer for Proj. # 04-031
Date: _____

- END OF SECTION 00500 -

SECTION 00510
ITEMIZED BID PROPOSAL

UNIT PRICES:

A unit price is an amount stated in the Construction Agreement as a price per unit of measurement for materials or service and shall be added to or deducted from the contract Sum by Change order in the event that a specific material and/or service provided by the Contractor is increased or decreased from the Estimated Quantity Bid in the Construction Agreement.

Unit prices are complete for labor, equipment, material, overhead and profit. Base Bid includes the quantity of each item to be furnished complete according to the work shown on the plans and specifications and as estimated herein, inclusive of all appurtenances, as shown and specified. Any unused amount will be credited to the Owner by change order at the end of the project. Likewise, any item installed and accepted by the Owner that exceeds the Contract Quantity estimated for that particular Bid item will be paid to the Contractor by Change Order at the Progress Payment that follows approval of the Change Order.

BASE BID					
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT BID PRICE	AMOUNT BID
1	18" C-905 DR 18 PVC Force Main	7,240	LF	75 ⁴⁰	545,896 ⁰⁰
2	18" C-905 DR 18 PVC Force Main Carrier Pipe installed in casing	440	LF	100 ⁶⁰	44,264 ⁰⁰
3	8" C-900 DR 18 PVC Force Main (permanent pipe connection between 18" force main and existing 8" force main near Station 69+50+/-)	30	LF	63 ⁰⁰	1,890 ⁰⁰
4	30" Steel encasement pipe (0.312" wall thickness) bored & jacked through dirt , under street or stream (3 bore locations)	360	LF	658 ⁰⁰	236,880 ⁰⁰
5	30" Steel encasement pipe (0.312" wall thickness) installed by open cut method (2 locations)	80	LF	149 ⁰⁰	11,920 ⁰⁰
6	Guaranteed Horizontal Directional Drill-from Sta 61+12 to Sta 69+38 (minimum) and installation of 18" DR 9 HDPE DIP size pressure pipe	Lump Sum	LS	Lump Sum	704,021 ⁰⁰
7	Compact Ductile Iron MJ Fittings (less accessories) with Protecto 401 Ceramic Epoxy Lining (this bid item is for permanent fittings only)	20,000	Lbs.	7 ⁰⁰	140,000 ⁰⁰
8	18" MJ Plug Valve with gear actuator for buried service & valve box	4	EA	8,277 ⁰⁰	33,108 ⁰⁰
9	8" MJ Resilient Wedge Gate Valve & valve box	4	EA	1,493 ⁰⁰	5,972 ⁰⁰
10	12" Resilient Wedge Insertion Gate Valve	1	EA	18,284 ⁰⁰	18,284 ⁰⁰
11	12" x 8" Tapping Sleeve and Valve	1	EA	7,295 ⁰⁰	7,295 ⁰⁰

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT BID PRICE	AMOUNT BID
12	4' Dia. Flat Top Precast Concrete Manhole, complete with ring & cover, Combination Air Valve, Wager 3000 Odor Scrubber, 18"x18"x6" MJ tee, 6" MJ plug w/2" tap, 2" SS nipple, 2" SS ball valve, and specified MH coating	4	EA	17,081 ⁰⁰	68,324 ⁰⁰
13	5' Dia. Flat Top Precast Concrete Manhole, complete with ring & cover, Combination Air Valve, Wager 2050-200 Vent Scrubber, 18"x18"x6" MJ tee, 6" MJ plug w/2" tap, 2" SS nipple, 2" SS ball valve, PVC piping, and specified MH coating (Sta 64+80+/-)	1	EA	23,776 ⁰⁰	23,776 ⁰⁰
14	Concrete for anti-seep collars and storm drain pipe collars	35	CY	458 ⁰⁰	16,030 ⁰⁰
15	Phase 1 Temporary Bypass Pipe System, including but not limited to 8" DI pipe, 8" C900 PVC pipe, 8" temporary DI fittings, DI flushing ports, 8" HDPE DR 13.5 temporary force main, 8" insertion valve, 8"x8"x8" tapping sleeve & valve, 18" x 8" reducer, system installation, testing, dewatering, and removal/ relocation	1	EA	82,820 ⁰⁰	82,820 ⁰⁰
16	Phase 2 Temporary Bypass Pipe System, including but not limited to 8" DI pipe, 8" C900 PVC pipe, 8" temporary DI fittings, DI flushing ports, 8" HDPE DR 13.5 temporary force main, 8" insertion valve, 8"x8"x8" tapping sleeve & valve, 18" x 8" reducer, system installation, testing, dewatering, and removal/ relocation	1	EA	62,322 ⁰⁰	62,322 ⁰⁰
17	Phase 3 Temporary Bypass Pipe System, including but not limited to 8" DI pipe, 8" C900 PVC pipe, 8" temporary DI fittings, DI flushing ports, 8" HDPE DR 13.5 temporary force main, 8" insertion valve, 8"x8"x8" tapping sleeve & valve, 18" x 8" reducer, system installation, testing, dewatering, and removal/ relocation	1	EA	62,325 ⁰⁰	62,325 ⁰⁰

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT BID PRICE	AMOUNT BID
18	Phase 4 Temporary Bypass Pipe System, including but not limited to 8" DI pipe, 8" C900 PVC pipe, 8" temporary DI fittings, DI flushing ports, 8" HDPE DR 13.5 temporary force main, 8" insertion valve, 8"x8"x8" tapping sleeve & valve, 18" x 8" reducer, system installation, testing, dewatering, and removal/ relocation	1	EA	9,083 ⁰⁰	9,083 ⁰⁰
19	Erosion Control Measures - Installation and maintenance	Lump Sum	LS	Lump Sum	50,801 ⁰⁰
20	Stone Construction Entrance Pads – installation and maintenance	Lump Sum	LS	Lump Sum	14,917 ⁰⁰
21	Seeding and establishment of temporary and/or permanent stand of grass for all disturbed areas	Lump Sum	LS	Lump Sum	26,220 ⁰⁰
22	Trench Rock Excavation	200	CY	228 ⁰⁰	45,600 ⁰⁰
23	Stone for Trench Stabilization (as directed by Engineer)	300	TN	29 ⁰⁰	8,700 ⁰⁰
24	Select Backfill placed and compacted (as directed by Engineer)	500	CY	20 ⁶⁰	10,300 ⁰⁰
25	Greenway gravel path restoration (6" thickness of CABC)	260	SY	16 ⁰⁰	4,160 ⁰⁰
26	Greenway concrete sidewalk replacement – 5 ft. wide x 4" thickness	70	SY	104 ⁰⁰	7,280 ⁰⁰
27	Pavement removal & patches (flush with existing pavement) for the temporary force main installation and HDD access excavation in Evergreen View Drive – - 10" CABC (or 6" I19.0B) and 2" S9.5B	25	SY	167 ⁰⁰	4,175 ⁰⁰
28	Pavement (1.5" S9.5B) Overlay for Evergreen view Drive including milling pavement edges on 4 sides, adjustments for all valve boxes and manhole frames/lids,	120	SY	44 ⁰⁰	5,280 ⁰⁰
29	Removal of 15-inch Reinforced Concrete Pipe as required for force main installation, and replacement with new 15-inch RCP (Sta 25+09+/-)	16	LF	54 ⁰⁰	864 ⁰⁰
30	Removal of 24-inch Reinforced Concrete Pipe as required for force main installation, and replacement with new 24-inch RCP (Sta 19+93 +/-)	16	LF	68 ⁰⁰	1,088 ⁰⁰
31	Removal of 30-inch Reinforced Concrete Pipe as required for force main installation, and replacement with new 30-inch RCP (Sta 27+20 & 39+45 +/-)	44	LF	73 ⁰⁰	3,212 ⁰⁰

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT BID PRICE	AMOUNT BID
32	Removal of 36-inch Reinforced Concrete Pipe as required for force main installation, and replacement with new 36-inch RCP (Sta 45+72 & 61+03 +/-)	48	LF	85 ⁰⁰	4,080 ⁰⁰
33	Removal of 48-inch Reinforced Concrete Pipe as required for force main installation, and replacement with new 48-inch RCP (Sta 53+00)	80	LF	118 ⁰⁰	9,440 ⁰⁰
34	30" Concrete Valley Curb & Gutter removal and replacement	40	LF	61 ⁰⁰	2,440 ⁰⁰
35	Class B Rip Rap with Filter Fabric	22	TN	94 ⁰⁰	2,068 ⁰⁰
36	Traffic Control	Lump Sum	LS	Lump Sum	12,817 ⁰⁰
37	Soils/Concrete/Asphalt Testing Allowance	Lump Sum	LS	Lump Sum	\$5,000
38	Mobilization, Bonds, Insurance (Max. of 3.0% of total bid)	Lump Sum	LS	Lump Sum	76,400 ⁰⁰
39	Construction Staking by Contractor	Lump Sum	LS	Lump Sum	14,490 ⁰⁰
40	Non-destructive removal of wooden privacy fence and stored beside esmt.	60	LF	20 ⁰⁰	1,200 ⁰⁰
41	Staking of Easement along entire force main route (once) by Owner's Surveyor – Allowance Item	Lump Sum	LS	Lump Sum	\$9,500
42	30" Steel encasement pipe (0.312" wall thickness) bored & jacked through rock , under street or stream (3 bore locations)	120	LF	1,403 ⁰⁰	168,360 ⁰⁰
TOTAL BASE BID PRICE – CONTRACT NO. 1		2,562,602 ⁰⁰			

ALTERNATE BID					
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT BID PRICE	AMOUNT BID
1-A	20" C-905 DR 18 PVC Force Main	7,240	LF	83 ⁹⁰	607,436
2-A	20" C-905 DR 18 PVC Force Main Carrier Pipe installed in casing	440	LF	101	44,440
3-A	8" C-900 DR 18 PVC Force Main (permanent pipe connection between 20" force main and existing 8" force main near Station 69+50+/-)	30	LF	104	3,120
4-A	36" Steel encasement pipe (0.312" wall thickness) bored & jacked through dirt , under street or stream (3 bore locations)	360	LF	766	275,760

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT BID PRICE	AMOUNT BID
5-A	36" Steel encasement pipe (0.312" wall thickness) installed by open cut method (2 locations)	80	LF	195	15,600
6-A	Guaranteed Horizontal Directional Drill-from Sta 61+12 to Sta 69+38 (minimum) and installation of 20" DR 9 HDPE DIP size pressure pipe	Lump Sum	LS	Lump Sum	779,865
7-A	Compact Ductile Iron MJ Fittings (less accessories) with Protecto 401 Ceramic Epoxy Lining (this bid item is for permanent fittings only)	24,500	Lbs.	7 ⁵⁰	183,750
8-A	20" MJ Plug Valve with gear actuator for buried service & valve box	4	EA	9920	39,680
9-A	8" MJ Resilient Wedge Gate Valve & valve box	4	EA	1493	5972
10-A	12" Resilient Wedge Insertion Gate Valve	1	EA	18,284	18,284
11-A	12" x 8" Tapping Sleeve and Valve	1	EA	7295	7295
12-A	4' Dia. Flat Top Precast Concrete Manhole, complete with ring & cover, Combination Air Valve, Wager 3000 Odor Scrubber, 20"x20"x6" MJ tee, 6" MJ plug w/2" tap, 2" SS nipple, 2" SS ball valve, and specified MH coating	4	EA	17,332	69,328
13-A	5' Dia. Flat Top Precast Concrete Manhole, complete with ring & cover, Combination Air Valve, Wager 2050-200 Vent Scrubber, 20"x20"x6" MJ tee, 6" MJ plug w/2" tap, 2" SS nipple, 2" SS ball valve, PVC piping, and specified MH coating (Sta 64+80+/-)	1	EA	24,028	24,028
14-A	Concrete for anti-seep collars, and storm drain pipe collars	50	CY	458	22,900
15-A	Phase 1 Temporary Bypass Pipe System, including but not limited to 8" DI pipe, 8" C900 PVC pipe, 8" temporary DI fittings, DI flushing ports, 8" HDPE DR 13.5 temporary force main, 8" insertion valve, 8"x8"x8" tapping sleeve & valve, 20" x 8" reducer, system installation, testing, dewatering, and removal/ relocation	1	EA	83,022	83,022

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT BID PRICE	AMOUNT BID
16-A	Phase 2 Temporary Bypass Pipe System, including but not limited to 8" DI pipe, 8" C900 PVC pipe, 8" temporary DI fittings, DI flushing ports, 8" HDPE DR 13.5 temporary force main, 8" insertion valve, 8"x8"x8" tapping sleeve & valve, 20" x 8" reducer, system installation, testing, dewatering, and removal/ relocation	1	EA	62,604	62,604
17-A	Phase 3 Temporary Bypass Pipe System, including but not limited to 8" DI pipe, 8" C900 PVC pipe, 8" temporary DI fittings, DI flushing ports, 8" HDPE DR 13.5 temporary force main, 8" insertion valve, 8"x8"x8" tapping sleeve & valve, 20" x 8" reducer, system installation, testing, dewatering, and removal/ relocation	1	EA	62,398	62,398
18-A	Phase 4 Temporary Bypass Pipe System, including but not limited to 8" DI pipe, 8" C900 PVC pipe, 8" temporary DI fittings, DI flushing ports, 8" HDPE DR 13.5 temporary force main, 8" insertion valve, 8"x8"x8" tapping sleeve & valve, 20" x 8" reducer, system installation, testing, dewatering, and removal/ relocation	1	EA	9285	9285
19-A	Erosion Control Measures - Installation and maintenance	Lump Sum	LS	Lump Sum	50,801
20-A	Stone Construction Entrance Pads – installation and maintenance	Lump Sum	LS	Lump Sum	14,917
21-A	Seeding and establishment of temporary and/or permanent stand of grass for all disturbed areas	Lump Sum	LS	Lump Sum	26,220
22-A	Trench Rock Excavation	200	CY	228	45,600
23-A	Stone for Trench Stabilization (as directed by Engineer)	300	TN	29	8700
24-A	Select Backfill placed and compacted (as directed by Engineer)	500	CY	20 ⁶⁰	10,300
25-A	Greenway gravel path restoration (6" thickness of CABC)	260	SY	16	4160
26-A	Greenway concrete sidewalk replacement – 5 ft. wide x 4" thickness	70	SY	104	7280

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT BID PRICE	AMOUNT BID
27-A	Pavement removal & patches (flush with existing pavement) for the temporary force main installation and HDD access excavation in Evergreen View Drive - - 10" CABC (or 6" I19.0B) and 2" S9.5B	25	SY	167	4175
28-A	Pavement (1.5" S9.5B) Overlay for Evergreen view Drive including milling pavement edges on 4 sides, adjustments for all valve boxes and manhole frames/lids,	120	SY	44	5280
29-A	Removal of 15-inch Reinforced Concrete Pipe as required for force main installation, and replacement with new 15-inch RCP (Sta 25+09+/-)	16	LF	54	864
30-A	Removal of 24-inch Reinforced Concrete Pipe as required for force main installation, and replacement with new 24-inch RCP (Sta 19+93 +/-)	16	LF	68	1088
31-A	Removal of 30-inch Reinforced Concrete Pipe as required for force main installation, and replacement with new 30-inch RCP (Sta 27+20 & 39+45 +/-)	44	LF	73	3212
32-A	Removal of 36-inch Reinforced Concrete Pipe as required for force main installation, and replacement with new 36-inch RCP (Sta 45+72 & 61+03 +/-)	48	LF	85	4080
33-A	Removal of 48-inch Reinforced Concrete Pipe as required for force main installation, and replacement with new 48-inch RCP (Sta 53+00)	80	LF	118	9440
34-A	30" Concrete Valley Curb & Gutter removal and replacement	40	LF	61	2440
35-A	Class B Rip Rap with Filter Fabric	22	TN	94	2068
36-A	Traffic Control	Lump Sum	LS	Lump Sum	12,817
37-A	Soils/Concrete/Asphalt Testing Allowance	Lump Sum	LS	Lump Sum	\$5,000
38-A	Mobilization, Bonds, Insurance (Max. of 3.0% of total bid)	Lump Sum	LS	Lump Sum	76,400
39-A	Construction Staking by Contractor	Lump Sum	LS	Lump Sum	14,490

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT BID PRICE	AMOUNT BID
40-A	Non-destructive removal of wooden privacy fence and stored beside esmt.	60	LF	20	1200
41-A	Staking of Easement along entire force main route (once) by Owner's Surveyor – Allowance Item	Lump Sum	LS	Lump Sum	\$9,500
42	36" Steel encasement pipe (0.312" wall thickness) bored & jacked through rock , under street or stream (3 bore locations)	120	LF	1511	181,320
TOTAL ALTERNATE BID PRICE -		\$ 2,816,119.⁰⁰			
CONTRACT NO. 1					

Bidders must complete both the Base Bid and Alternate Bid forms above for their bid to be considered responsive. If the multiplication of Unit Price Bid x Quantity value does not equal the amount written in the "Amount Bid" column, the "Unit Price Bid" provided on the bid form will be used to correct the "Amount Bid" value.

BIDDER TO COMPLETE AND SIGN BELOW

By: PARK CONSTRUCTION OF NC, INC.
(Entity Bidding, if not an individual)

By: Christopher J. Humbert
(Signature)

NAME OF SIGNER: CARISTOPHER J. HUMBERT
(Please Print or Type)

TITLE OF SIGNER: VICE PRESIDENT
(Please Print or Type)

DATE: JULY 29TH, 2020

- END OF SECTION 00510 -

SECTION 00510
ITEMIZED BID PROPOSAL

UNIT PRICES:

A unit price is an amount stated in the Construction Agreement as a price per unit of measurement for materials or service and shall be added to or deducted from the contract Sum by Change order in the event that a specific material and/or service provided by the Contractor is increased or decreased from the Estimated Quantity Bid in the Construction Agreement.

Unit prices are complete for labor, equipment, material, overhead and profit. Base Bid includes the quantity of each item to be furnished complete according to the work shown on the plans and specifications and as estimated herein, inclusive of all appurtenances, as shown and specified. Any unused amount will be credited to the Owner by change order at the end of the project. Likewise, any item installed and accepted by the Owner that exceeds the Contract Quantity estimated for that particular Bid item will be paid to the Contractor by Change Order at the Progress Payment that follows approval of the Change Order.

BASE BID					
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT BID PRICE	AMOUNT BID
1	18" C-905 DR 18 PVC Force Main	7,240	LF		
2	18" C-905 DR 18 PVC Force Main Carrier Pipe installed in casing	440	LF		
3	8" C-900 DR 18 PVC Force Main (permanent pipe connection between 18" force main and existing 8" force main near Station 69+50+/-)	30	LF		
4	30" Steel encasement pipe (0.312" wall thickness) bored & jacked under street or stream (3 bore locations)	360	LF		
5	30" Steel encasement pipe (0.312" wall thickness) installed by open cut method (2 locations)	80	LF		
6	Guaranteed Horizontal Directional Drill-from Sta 61+12 to Sta 69+38 (minimum) and installation of 18" DR 9 HDPE DIP size pressure pipe	Lump Sum	LS	Lump Sum	
7	Compact Ductile Iron MJ Fittings (less accessories) with Protecto 401 Ceramic Epoxy Lining (this bid item is for permanent fittings only)	20,000	Lbs.		
8	18" MJ Plug Valve with gear actuator for buried service & valve box	4	EA		
9	8" MJ Resilient Wedge Gate Valve & valve box	4	EA		
10	12" Resilient Wedge Insertion Gate Valve	1	EA		
11	12" x 8" Tapping Sleeve and Valve	1	EA		

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT BID PRICE	AMOUNT BID
12	4' Dia. Flat Top Precast Concrete Manhole, complete with ring & cover, Combination Air Valve, Wager 3000 Odor Scrubber, 18"x18"x6" MJ tee, 6" MJ plug w/2" tap, 2" SS nipple, 2" SS ball valve, and specified MH coating	4	EA		
13	5' Dia. Flat Top Precast Concrete Manhole, complete with ring & cover, Combination Air Valve, Wager 2050-200 Vent Scrubber, 18"x18"x6" MJ tee, 6" MJ plug w/2" tap, 2" SS nipple, 2" SS ball valve, PVC piping, and specified MH coating (Sta 64+80+/-)	1	EA		
14	Concrete for anti-seep collars and storm drain pipe collars	35	CY		
15	Phase 1 Temporary Bypass Pipe System, including but not limited to 8" DI pipe, 8" C900 PVC pipe, 8" temporary DI fittings, DI flushing ports, 8" HDPE DR 13.5 temporary force main, 8" insertion valve, 8"x8"x8" tapping sleeve & valve, 18" x 8" reducer, system installation, testing, dewatering, and removal/ relocation	1	EA		
16	Phase 2 Temporary Bypass Pipe System, including but not limited to 8" DI pipe, 8" C900 PVC pipe, 8" temporary DI fittings, DI flushing ports, 8" HDPE DR 13.5 temporary force main, 8" insertion valve, 8"x8"x8" tapping sleeve & valve, 18" x 8" reducer, system installation, testing, dewatering, and removal/ relocation	1	EA		
17	Phase 3 Temporary Bypass Pipe System, including but not limited to 8" DI pipe, 8" C900 PVC pipe, 8" temporary DI fittings, DI flushing ports, 8" HDPE DR 13.5 temporary force main, 8" insertion valve, 8"x8"x8" tapping sleeve & valve, 18" x 8" reducer, system installation, testing, dewatering, and removal/ relocation	1	EA		

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT BID PRICE	AMOUNT BID
18	Phase 4 Temporary Bypass Pipe System, including but not limited to 8" DI pipe, 8" C900 PVC pipe, 8" temporary DI fittings, DI flushing ports, 8" HDPE DR 13.5 temporary force main, 8" insertion valve, 8"x8"x8" tapping sleeve & valve, 18" x 8" reducer, system installation, testing, dewatering, and removal/ relocation	1	EA		
19	Erosion Control Measures - Installation and maintenance	Lump Sum	LS	Lump Sum	
20	Stone Construction Entrance Pads – installation and maintenance	Lump Sum	LS	Lump Sum	
21	Seeding and establishment of temporary and/or permanent stand of grass for all disturbed areas	Lump Sum	LS	Lump Sum	
22	Trench Rock Excavation	200	CY		
23	Stone for Trench Stabilization (as directed by Engineer)	300	TN		
24	Select Backfill placed and compacted (as directed by Engineer)	500	CY		
25	Greenway gravel path restoration (6" thickness of CABC)	260	SY		
26	Greenway concrete sidewalk replacement – 5 ft. wide x 4" thickness	70	SY		
27	Pavement removal & patches (flush with existing pavement) for the temporary force main installation and HDD access excavation in Evergreen View Drive – - 10" CABC (or 6" I19.0B) and 2" S9.5B	25	SY		
28	Pavement (1.5" S9.5B) Overlay for Evergreen view Drive including milling pavement edges on 4 sides, adjustments for all valve boxes and manhole frames/lids,	120	SY		
29	Removal of 15-inch Reinforced Concrete Pipe as required for force main installation, and replacement with new 15-inch RCP (Sta 25+09+/-)	16	LF		
30	Removal of 24-inch Reinforced Concrete Pipe as required for force main installation, and replacement with new 24-inch RCP (Sta 19+93 +/-)	16	LF		
31	Removal of 30-inch Reinforced Concrete Pipe as required for force main installation, and replacement with new 30-inch RCP (Sta 27+20 & 39+45 +/-)	44	LF		

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT BID PRICE	AMOUNT BID
32	Removal of 36-inch Reinforced Concrete Pipe as required for force main installation, and replacement with new 36-inch RCP (Sta 45+72 & 61+03 +/-)	48	LF		
33	Removal of 48-inch Reinforced Concrete Pipe as required for force main installation, and replacement with new 48-inch RCP (Sta 53+00)	80	LF		
34	30" Concrete Valley Curb & Gutter removal and replacement	40	LF		
35	Class B Rip Rap with Filter Fabric	22	TN		
36	Traffic Control	Lump Sum	LS	Lump Sum	
37	Soils/Concrete/Asphalt Testing Allowance	Lump Sum	LS	Lump Sum	\$5,000
38	Mobilization, Bonds, Insurance (Max. of 3.0% of total bid)	Lump Sum	LS	Lump Sum	
39	Construction Staking by Contractor	Lump Sum	LS	Lump Sum	
40	Non-destructive removal of wooden privacy fence and stored beside esmt.	60	LF		
41	Staking of Easement along entire force main route (once) by Owner's Surveyor – Allowance Item	Lump Sum	LS	Lump Sum	\$9,500
TOTAL BASE BID PRICE – CONTRACT NO. 1					

ALTERNATE BID					
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT BID PRICE	AMOUNT BID
1-A	20" C-905 DR 18 PVC Force Main	7,240	LF		
2-A	20" C-905 DR 18 PVC Force Main Carrier Pipe installed in casing	440	LF		
3-A	8" C-900 DR 18 PVC Force Main (permanent pipe connection between 20" force main and existing 8" force main near Station 69+50+/-)	30	LF		
4-A	36" Steel encasement pipe (0.312" wall thickness) bored & jacked under street or stream (3 bore locations)	360	LF		
5-A	36" Steel encasement pipe (0.312" wall thickness) installed by open cut method (2 locations)	80	LF		
6-A	Guaranteed Horizontal Directional Drill-from Sta 61+12 to Sta 69+38 (minimum) and installation of 20" DR 9 HDPE DIP size pressure pipe	Lump Sum	LS	Lump Sum	

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT BID PRICE	AMOUNT BID
7-A	Compact Ductile Iron MJ Fittings (less accessories) with Protecto 401 Ceramic Epoxy Lining (this bid item is for permanent fittings only)	24,500	Lbs.		
8-A	20" MJ Plug Valve with gear actuator for buried service & valve box	4	EA		
9-A	8" MJ Resilient Wedge Gate Valve & valve box	4	EA		
10-A	12" Resilient Wedge Insertion Gate Valve	1	EA		
11-A	12" x 8" Tapping Sleeve and Valve	1	EA		
12-A	4' Dia. Flat Top Precast Concrete Manhole, complete with ring & cover, Combination Air Valve, Wager 3000 Odor Scrubber, 20"x20"x6" MJ tee, 6" MJ plug w/2" tap, 2" SS nipple, 2" SS ball valve, and specified MH coating	4	EA		
13-A	5' Dia. Flat Top Precast Concrete Manhole, complete with ring & cover, Combination Air Valve, Wager 2050-200 Vent Scrubber, 20"x20"x6" MJ tee, 6" MJ plug w/2" tap, 2" SS nipple, 2" SS ball valve, PVC piping, and specified MH coating (Sta 64+80+/-)	1	EA		
14-A	Concrete for anti-seep collars, and storm drain pipe collars	50	CY		
15-A	Phase 1 Temporary Bypass Pipe System, including but not limited to 8" DI pipe, 8" C900 PVC pipe, 8" temporary DI fittings, DI flushing ports, 8" HDPE DR 13.5 temporary force main, 8" insertion valve, 8"x8"x8" tapping sleeve & valve, 20" x 8" reducer, system installation, testing, dewatering, and removal/ relocation	1	EA		
16-A	Phase 2 Temporary Bypass Pipe System, including but not limited to 8" DI pipe, 8" C900 PVC pipe, 8" temporary DI fittings, DI flushing ports, 8" HDPE DR 13.5 temporary force main, 8" insertion valve, 8"x8"x8" tapping sleeve & valve, 20" x 8" reducer, system installation, testing, dewatering, and removal/ relocation	1	EA		

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT BID PRICE	AMOUNT BID
17-A	Phase 3 Temporary Bypass Pipe System, including but not limited to 8" DI pipe, 8" C900 PVC pipe, 8" temporary DI fittings, DI flushing ports, 8" HDPE DR 13.5 temporary force main, 8" insertion valve, 8"x8"x8" tapping sleeve & valve, 20" x 8" reducer, system installation, testing, dewatering, and removal/ relocation	1	EA		
18-A	Phase 4 Temporary Bypass Pipe System, including but not limited to 8" DI pipe, 8" C900 PVC pipe, 8" temporary DI fittings, DI flushing ports, 8" HDPE DR 13.5 temporary force main, 8" insertion valve, 8"x8"x8" tapping sleeve & valve, 20" x 8" reducer, system installation, testing, dewatering, and removal/ relocation	1	EA		
19-A	Erosion Control Measures - Installation and maintenance	Lump Sum	LS	Lump Sum	
20-A	Stone Construction Entrance Pads – installation and maintenance	Lump Sum	LS	Lump Sum	
21-A	Seeding and establishment of temporary and/or permanent stand of grass for all disturbed areas	Lump Sum	LS	Lump Sum	
22-A	Trench Rock Excavation	200	CY		
23-A	Stone for Trench Stabilization (as directed by Engineer)	300	TN		
24-A	Select Backfill placed and compacted (as directed by Engineer)	500	CY		
25-A	Greenway gravel path restoration (6" thickness of CABC)	260	SY		
26-A	Greenway concrete sidewalk replacement – 5 ft. wide x 4" thickness	70	SY		
27-A	Pavement removal & patches (flush with existing pavement) for the temporary force main installation and HDD access excavation in Evergreen View Drive – - 10" CABC (or 6" I19.0B) and 2" S9.5B	25	SY		
28-A	Pavement (1.5" S9.5B) Overlay for Evergreen view Drive including milling pavement edges on 4 sides, adjustments for all valve boxes and manhole frames/lids,	120	SY		
29-A	Removal of 15-inch Reinforced Concrete Pipe as required for force main installation, and replacement with new 15-inch RCP (Sta 25+09+/-)	16	LF		

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT BID PRICE	AMOUNT BID
30-A	Removal of 24-inch Reinforced Concrete Pipe as required for force main installation, and replacement with new 24-inch RCP (Sta 19+93 +/-)	16	LF		
31-A	Removal of 30-inch Reinforced Concrete Pipe as required for force main installation, and replacement with new 30-inch RCP (Sta 27+20 & 39+45 +/-)	44	LF		
32-A	Removal of 36-inch Reinforced Concrete Pipe as required for force main installation, and replacement with new 36-inch RCP (Sta 45+72 & 61+03 +/-)	48	LF		
33-A	Removal of 48-inch Reinforced Concrete Pipe as required for force main installation, and replacement with new 48-inch RCP (Sta 53+00)	80	LF		
34-A	30" Concrete Valley Curb & Gutter removal and replacement	40	LF		
35-A	Class B Rip Rap with Filter Fabric	22	TN		
36-A	Traffic Control	Lump Sum	LS	Lump Sum	
37-A	Soils/Concrete/Asphalt Testing Allowance	Lump Sum	LS	Lump Sum	\$5,000
38-A	Mobilization, Bonds, Insurance (Max. of 3.0% of total bid)	Lump Sum	LS	Lump Sum	
39-A	Construction Staking by Contractor	Lump Sum	LS	Lump Sum	
40-A	Non-destructive removal of wooden privacy fence and stored beside esmt.	60	LF		
41-A	Staking of Easement along entire force main route (once) by Owner's Surveyor – Allowance Item	Lump Sum	LS	Lump Sum	\$9,500
TOTAL ALTERNATE BID PRICE – CONTRACT NO. 1					

Bidders must complete both the Base Bid and Alternate Bid forms above for their bid to be considered responsive. If the multiplication of Unit Price Bid x Quantity value does not equal the amount written in the "Amount Bid" column, the "Unit Price Bid" provided on the bid form will be used to correct the "Amount Bid" value.

BIDDER TO COMPLETE AND SIGN BELOW

By: _____
(Entity Bidding, if not an Individual)

By: _____
(Signature)

NAME OF SIGNER: _____
(Please Print or Type)

TITLE OF SIGNER: _____
(Please Print or Type)

DATE: _____

- END OF SECTION 00510 -

GC4086

23. If an environmental document is required under the State Environmental Policy Act (SEPA), then this General Certification is not valid until a Finding of No Significant Impact (FONSI) or Record of Decision (ROD) is issued by the State Clearinghouse. If an environmental document is required under the National Environmental Policy Act (NEPA), then this General Certification is not valid until a Categorical Exclusion, the Final Environmental Assessment, or Final Environmental Impact Statement is published by the lead agency. [15A NCAC 01C .0107(a)]
24. This General Certification does not relieve the applicant of the responsibility to obtain all other required Federal, State, or Local approvals before proceeding with the project, including those required by, but not limited to, Sediment and Erosion Control, Non-Discharge, Water Supply Watershed, and Trout Buffer regulations.
25. The applicant and their authorized agents shall conduct all activities in a manner consistent with State water quality standards (including any requirements resulting from compliance with §303(d) of the Clean Water Act), and any other appropriate requirements of State and Federal Law. If DWR determines that such standards or laws are not being met, including failure to sustain a designated or achieved use, or that State or Federal law is being violated, or that further conditions are necessary to assure compliance, then DWR may revoke or modify a written authorization associated with this General Water Quality Certification. [15A NCAC 02H .0507(d)]
26. When written authorization is required for use of this Certification, upon completion of all permitted impacts included within the approval and any subsequent modifications, the applicant shall be required to return a certificate of completion (available on the DWR website: <https://edocs.deq.nc.gov/Forms/Certificate-of-Completion>). [15A NCAC 02H .0502(f)]
27. Additional site-specific conditions, including monitoring and/or modeling requirements, may be added to the written approval letter for projects proposed under this Water Quality Certification in order to ensure compliance with all applicable water quality and effluent standards. [15A NCAC 02H .0507(c)]
28. If the property or project is sold or transferred, the new Permittee shall be given a copy of this Certification (and written authorization if applicable) and is responsible for complying with all conditions. [15A NCAC 02H .0501 and .0502]

III. GENERAL CERTIFICATION ADMINISTRATION:

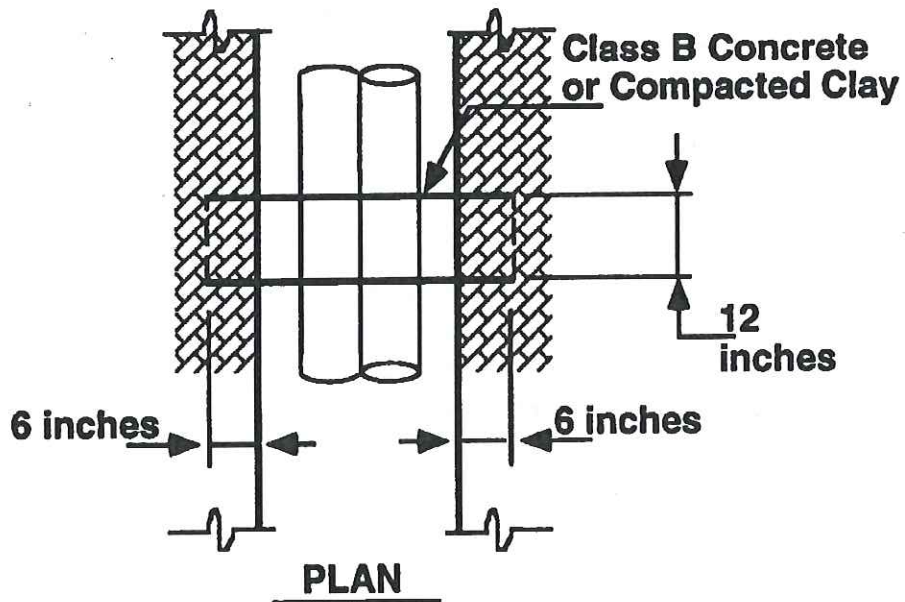
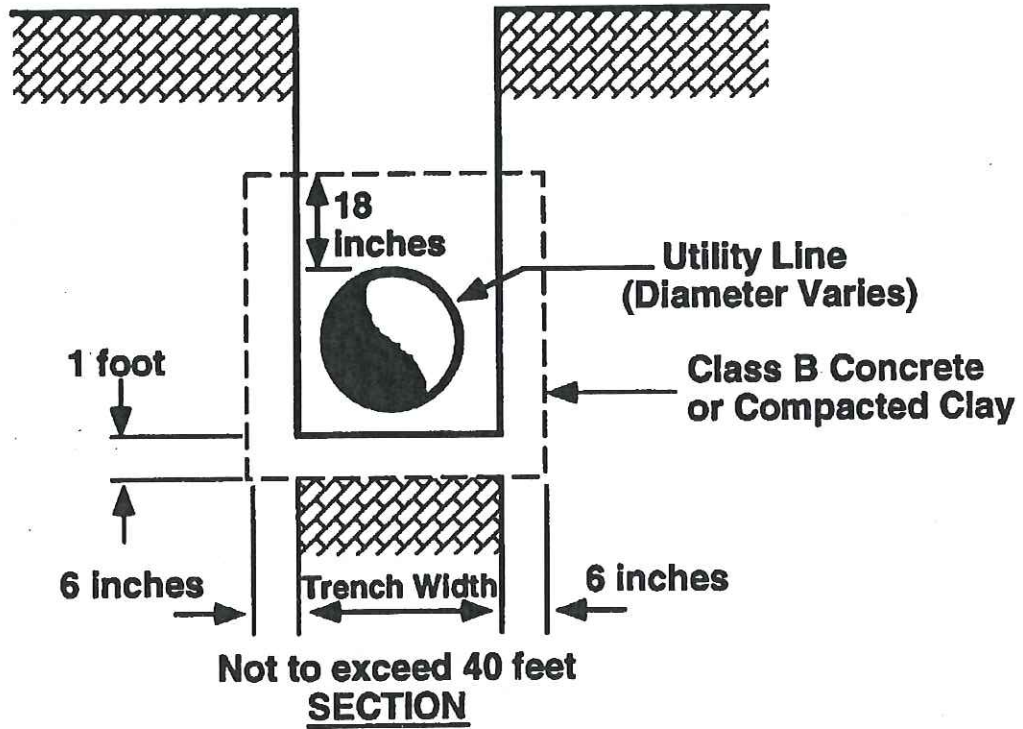
1. In accordance with North Carolina General Statute 143-215.3D(e), written approval for a 401 Water Quality General Certification must include the appropriate fee. An applicant for a CAMA permit under Article 7 of Chapter 113A of the General Statutes for which a Water Quality Certification is required shall only make one payment to satisfy both agencies; the fee shall be as established by the Secretary in accordance with 143-215.3D(e)(7).

GC4086

2. This Certification neither grants nor affirms any property right, license, or privilege in any waters, or any right of use in any waters. This Certification does not authorize any person to interfere with the riparian rights, littoral rights, or water use rights of any other person and this Certification does not create any prescriptive right or any right of priority regarding any usage of water. This Certification shall not be interposed as a defense in any action respecting the determination of riparian or littoral rights or other rights to water use. No consumptive user is deemed by virtue of this Certification to possess any prescriptive or other right of priority with respect to any other consumptive user regardless of the quantity of the withdrawal or the date on which the withdrawal was initiated or expanded.
3. This Certification grants permission to the Director, an authorized representative of the Director, or DWR staff, upon the presentation of proper credentials, to enter the property during normal business hours. [15A NCAC 02H .0502(e)]
4. This General Certification shall expire on the same day as the expiration date of the corresponding Nationwide Permit and/or Regional General Permit. The conditions in effect on the date of issuance of Certification for a specific project shall remain in effect for the life of the project, regardless of the expiration date of this Certification. This General Certification is rescinded when the US Army Corps of Engineers reauthorizes any of the corresponding Nationwide Permits and/or Regional General Permits or when deemed appropriate by the Director of the Division of Water Resources.
5. Non-compliance with or violation of the conditions herein set forth by a specific project may result in revocation of this General Certification for the project and may also result in criminal and/or civil penalties.
6. The Director of the North Carolina Division of Water Resources may require submission of a formal application for Individual Certification for any project in this category of activity if it is determined that the project is likely to have a significant adverse effect upon water quality, including state or federally listed endangered or threatened aquatic species, or degrade the waters so that existing uses of the water or downstream waters are precluded.
7. Public hearings may be held prior to a Certification decision if deemed in the public's best interest by the Director of the North Carolina Division of Water Resources.

History Note: Water Quality Certification (WQC) Number 4806 issued March 3, 2017 replaces WQC 3884 issued March 19, 2012; WQC Number 3819 issued March 19, 2010; WQC Number 3699 issued November 1, 2007; WQC Number 3625 issued March 19, 2007; WQC Number 3374 issued March 18, 2002; WQC Number 3288 issued June 1, 2000; WQC Number 3101 issued February 11, 1997; WQC Number 3022 issued September 6, 1995, WQC Number 2664 issued January 21, 1992.

ANTI-SEEP COLLAR



MAULDIN - WATKINS SURVEYING, P.A.
PROFESSIONAL LAND SURVEYORS
FEDERAL ID #56-1780149
PHONE: 919/552-9326

1301 BROAD STREET
POST OFFICE BOX 444
FUQUAY-VARINA, NC 27526

August 31, 2020

Town of Holly Springs
Attn: Dirk Siebenbrodt
P. O. Box 8
Holly Springs, NC 27540

Re: Avent Ferry Sewer Project

Dear Dirk:

I have reviewed your request for surveying services for this project. The scope of our work will be based on the plans by Diehl & Phillips, PA. We will stake/flag the existing sewer easement, from stations 24+50 to 28+50 and from stations 34+50 to 61+00. This is about 3000 linear feet along the project corridor.

I believe we can provide this service for approximately \$7500.

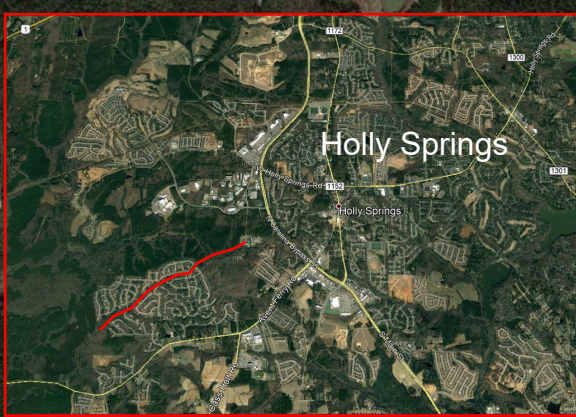
I would like to thank you for this opportunity to submit this quote for your consideration. If you have any questions, please feel free to call.

Sincerely,

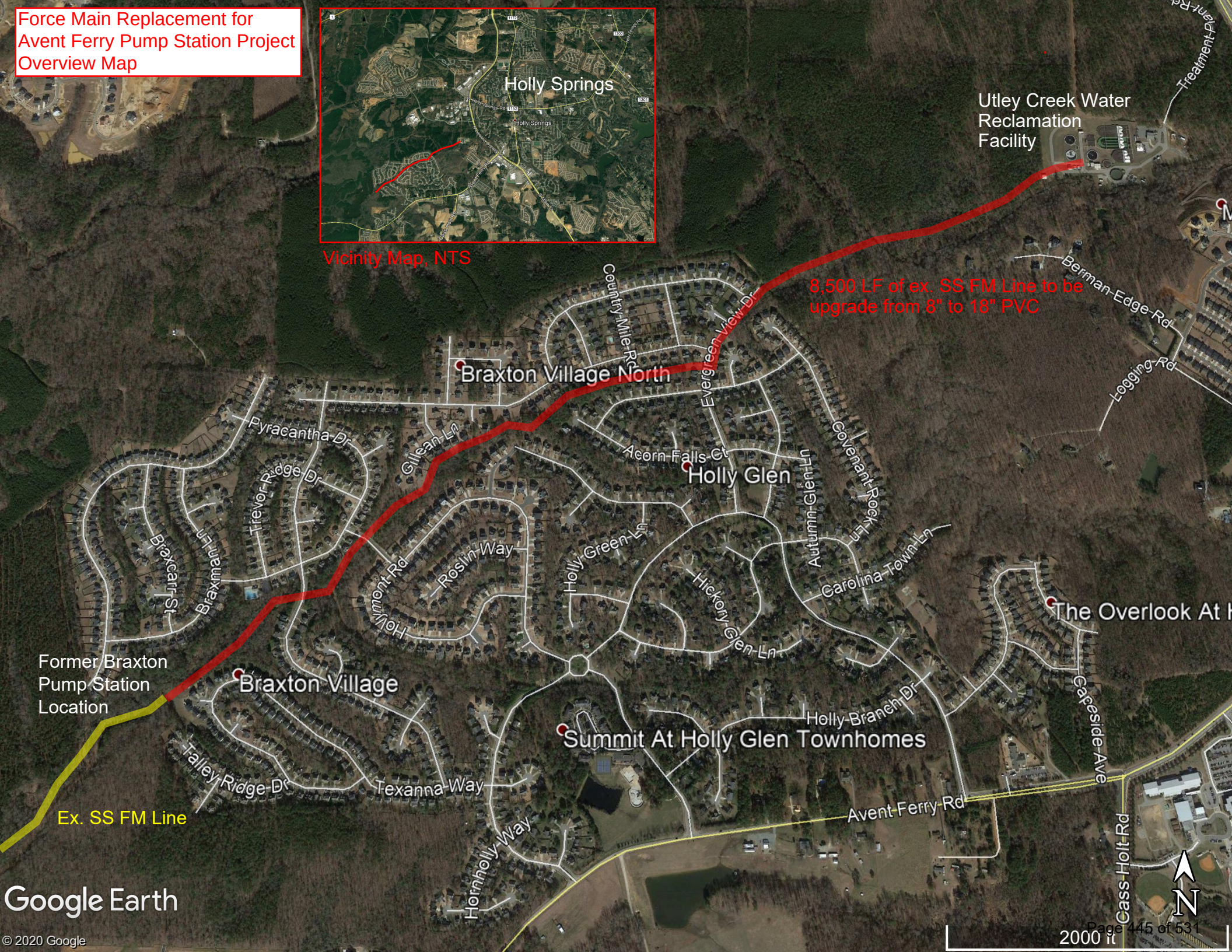
A handwritten signature in black ink, appearing to read "J. Wayne Mauldin". The signature is fluid and cursive, with a large initial "J" and a stylized "M".

J. Wayne Mauldin, PLS

Force Main Replacement for
Avent Ferry Pump Station Project
Overview Map



Vicinity Map, NTS



8,500 LF of ex. SS FM Line to be
upgrade from 8" to 18" PVC

Ex. SS FM Line



THE TOWN OF

Holly Springs

Resolution No. 20-23

Date Adopted: August 18, 2020

Effective Date: August 18, 2020

RESOLUTION APPROVING FINANCING TERMS AND DOCUMENTS FOR AVENT FERRY ROAD FORCE MAIN PROJECT

WHEREAS, The Town of Holly Springs has previously determined to carry out a plan (the “Project”) to acquire, construct and finance a replacement Avent Ferry Road sewer force main.

The Town has also determined to finance the new sewer force main through the use of an installment financing, as authorized under Section 160A-20 of the General Statutes. In an installment financing, the Town’s repayment obligation is secured by a mortgage-type interest in all or part of the property being financed or refinanced, but not by any pledge of the Town’s taxing power or any specific revenue stream. Truist Bank (the “Lender”) has submitted a proposal to provide the financing.

This resolution provides the Town Council’s final approval of the financing terms and documents for the Project.

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

1. Determination To Proceed with Financing – The Town confirms its plans to undertake the Project. The Town will carry out the Project with the Lender substantially in accordance with a financing proposal dated July 20, 2020.

Under the financing plan, the Lender will make funds available to the Town for use on Project costs. The Town will repay the amount advanced, with interest, over time. The Town will use the new sewer line as collateral for the loan, as agreed upon with the Lender.

2. Approval of Financing Contract; Direction To Execute Financing Contract – The Council approves the form of the draft Financing Contract (the “Contract”) submitted to this meeting for use in the Project. The Council authorizes the Mayor and the Town Manager, or either of them, to execute and deliver the Contract in its final form. The final form Contract must be in substantially the form presented, with such changes as the Mayor or the Town Manager

Office of the Mayor

P.O. Box 8 • 128 S. Main Street • Holly Springs, NC 27540 •

www.hollyspringsnc.us

Email: dick.sears@hollyspringsnc.us

may approve. The execution and delivery of the final Contract by an authorized Town officer will be conclusive evidence of that officer's approval of any changes.

The Contract in final form, however, must be consistent with the financing plan described in this resolution and must provide (a) for the amount financed by the Town not to exceed \$4,000,000, (b) for an annual interest rate not to exceed 1.91% (in the absence of default, or a change in tax status), and (c) for a financing term not to extend beyond December 31, 2035.

3. Officers To Complete Closing – The Council authorizes the Town Manager, the Finance Officer and all other Town officers and employees to take all proper steps to complete the financing in cooperation with the Lender and in accordance with this resolution.

The Council authorizes the Town Manager to hold executed copies of all financing documents authorized or permitted by this resolution in escrow on the Town's behalf until the conditions for their delivery have been completed to that officer's satisfaction, and then to release the executed copies of the documents for delivery to the appropriate persons or organizations.

Without limiting the generality of the foregoing, the Council specifically authorizes the Town Manager to approve changes to any documents previously signed by Town officers or employees, provided that the changes do not conflict with this resolution or substantially alter the intent from that expressed in the form originally signed. The Town Manager's authorization of the release of any document for delivery will constitute conclusive evidence of his approval of any changes.

In addition, the Council authorizes the Town Manager to take all appropriate steps for the efficient and convenient carrying out of the Town's on-going responsibilities with respect to the Project. This authorization includes, without limitation, contracting with third parties for reports and calculations that may be required under this resolution or otherwise with respect to the Contract.

4. Resolutions as to Tax Matters – The Town will not take or omit to take any action the taking or omission of which will cause its obligations to pay principal and interest (the "Obligations") to be "arbitrage bonds," within the meaning of Section 148 of the "Code" (as defined below), or "private activity bonds" within the meaning of Code Section 141, or otherwise cause interest components of the installment payments to be includable in gross income for federal income tax purposes. Without limiting the generality of the foregoing, the Town will comply with any Code provision that may require the Town at any time to pay to the United States any part of the earnings derived from the investment of the financing proceeds. In this resolution, "Code" means the United States Internal Revenue Code of 1986, as amended, and includes applicable Treasury regulations.

5. Obligations are "Bank-Qualified" – The Town designates its payment Obligations as "qualified tax-exempt obligations" for the purpose of Code Section 265(b)(3), which provides certain tax advantages for financial institutions providing financing to the Town.

6. Miscellaneous Provisions – The Council authorizes all Town officers and employees to take all further action as they may consider necessary or desirable in furtherance of the purposes of this resolution. The Council ratifies all prior actions of the Town officers and employees to this end. Upon the absence, unavailability or refusal to act of the Town Manager,

Office of the Mayor

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Email: dick.sears@hollyspringsnc.us

the Mayor or the Finance Officer, any other of those officers may assume any responsibility or carry out any function assigned in this resolution. The Council authorizes the Clerk to apply the Town's seal, and to attest to the seal, on any document related to the purposes of this resolution. In addition, the Mayor Pro Tem or any Deputy or Assistant Clerk may in any event assume any responsibility or carry out any function assigned to the Mayor or the Clerk, respectively, in this resolution. All other Council proceedings, or parts thereof, in conflict with this resolution are repealed, to the extent of the conflict. This resolution takes effect immediately.

Adopted this, the 18th day of August, 2020.

ATTEST:

Dick Sears, Mayor

Linda C. McKinney, Town Clerk

Town of Holly Springs, North Carolina

and

Truist Bank

Financing Contract

Financing Contract

THIS FINANCING CONTRACT (the “Contract”) is dated as of September xxx, 2020, and is between the **TOWN OF HOLLY SPRINGS, NORTH CAROLINA**, a municipal corporation of the State of North Carolina (the “Town”), and **Truist Bank** (the “Lender”).

RECITALS:

The Town has previously determined to carry out a plan (the “Project”) to acquire, construct and finance a sewer force main replacement project, as more fully described in Exhibit A, and to pay related financing costs. The Lender has agreed to advance funds to the Town for this purpose.

This Contract provides for the Lender’s advance of funds, and the Town’s obligation to repay the funds with interest. In accordance with the Town’s authority under Section 160A-20 of the North Carolina General Statutes, the Town will secure its obligations under this Contract by granting to the Lender a security interest in the sewer line and other property as described below.

Unless the context clearly requires otherwise, capitalized terms used in this Contract and not otherwise defined have the meanings set forth in Exhibit B.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained in this Contract, the parties agree as follows:

ARTICLE I

SECURITY PROVIDED BY THIS CONTRACT; ADVANCE

1.01. Security for Payment and Performance. This Contract secures the Town’s payment, as and when the same shall become due and payable, of all Contract Payments and the Town’s timely compliance with all terms, covenants and conditions of this Contract.

1.02. Advance. Truist advances \$4,000,000 to the Town. Truist, as directed by the Town, will disburse the Amount Advanced as follows:

- (a) By paying \$5,900 to Truist's legal counsel, as provided in Truist's lending proposal dated July 20, 2020; and
- (b) By depositing the remaining \$3,994,100 of the proceeds into an account (the "Project Fund") held at Truist. Truist will disburse funds from the Project Fund to the Town as provided in Article III.

This transaction shall be fully funded at closing.

1.03. Security Agreement; Interests in Utility Property. (a) The Town hereby grants to the Lender a security interest in the following property (the "Security Property") to secure all amounts payable by the Town under this Contract and the Town's timely compliance with all terms, covenants and conditions of this Contract:

- (i) the Project Fund, and all moneys on deposit from time to time in the Project Fund; and
- (ii) all property constituting any part of the proposed new sewer force main as described on Exhibit A, including all pipes, valves, fittings, wires and poles or any other utility-type property, and all other property acquired by the Town with funds advanced by the Lender pursuant to this Contract, along with all personal property obtained in substitution or replacement for any portion of that property, and all proceeds of the foregoing (collectively, the "Sewer Line").

This Financing Contract constitutes a security agreement with respect to this security interest. The name and address of the Town, as debtor, and the Lender, as secured party, are set forth in Section 10.01.

(b) The parties agree and intend that, even if all or any part of the Sewer Line is installed in or on the ground, the Sewer Line in its entirety will be and remain personal property subject to the security interest granted in this Section.

(c) The Town may install the Sewer Line over or across property as to which the Town owns only an easement interest or some other limited interest, such as rights under an encroachment agreement with the North Carolina Department of

Transportation. The Town hereby sells and grants to the Lender (in connection with effecting remedies on default) such licenses or other rights as may be necessary for the Lender or its agents to enter the real estate that is subject to such easements and other interests to remove, construct, operate, maintain and inspect the Sewer Line. The Town grants these licenses in connection with the other interests granted under this Contract to the Lender with the intent that such licenses thereby qualify as licenses coupled with an interest so as to be irrevocable.

(d) The Town hereby makes a collateral assignment to the Lender of its rights under such easements and other interests. If any Event of Default shall be continuing, then to the extent permitted by law, the Lender shall have the Town's rights under the easements and other interests.

(e) The Town agrees to execute, deliver and file, or cause to be filed, in any place or places as may be requested by the Lender, financing statements (including any fixture filings or continuation statements) in such form as the Lender may reasonably request to evidence the security interests provided for in this Section. The Town authorizes the Lender to make any such filings itself as permitted by law.

(f) When the Town has paid all the Installment Payments and there are no due and unpaid Additional Payments, the security interests provided for in this Agreement terminate. At that time, the Lender will take all action required by law or reasonably requested by the Town to cancel any financing statements or otherwise to evidence the end of the security interests.

1.04. Town's Continuing Obligations. The Town shall remain liable for full performance of all its covenants under this Contract (subject to the limitations described in Article VIII), including payment of all Contract Payments, notwithstanding the occurrence of any event or circumstances whatsoever, including any of the following:

(a) Truist's waiver of any right granted or remedy available to it;

(b) The forbearance or extension of time for payment or performance of any obligation under this Contract, whether granted to the Town, a subsequent owner of the Sewer Line or any other person;

(c) The release of all or part of the Security Property or the release of any party who assumes all or any part of such performance;

(d) Any act or omission by Truist (but this provision does not relieve Truist of any of its obligations under this Contract);

(e) The sale of all or any part of the Security Property; or

(f) Another party's assumption of the Town's obligations under this Contract.

ARTICLE II

TOWN'S PAYMENT OBLIGATION AND RELATED MATTERS

2.01. Installment Payments. The Town will repay the Amount Advanced by making Installment Payments in lawful money of the United States at the times and in the amounts set forth in Exhibit C. As indicated in Exhibit C, the Installment Payments include designated interest components with an annual rate of 1.91%, subject to adjustment as provided in this Contract. The Town will make its payments by Federal Reserve wire transfer, or other transfer of immediately available United States funds, in either case sent on the payable date directly to the Lender at such address or bank account in the United States as the Lender may designate from time to time.

2.02. Additional Payments. The Town will pay all Additional Payments on a timely basis directly to the person or entity to which it owes the payment in lawful money of the United States. If the Town fails to pay any Additional Payment when due, the Lender may (but is not required to) pay the Additional Payment. The Town then agrees to reimburse the Lender for any Additional Payment paid by the Lender, together with interest at an annual rate equal to the Prime Rate.

2.03. Prepayment. The Town may prepay the outstanding principal component of the Amount Advanced, at its option, in whole but not in part, on any date on or after March 1, 2028 by paying (a) all Additional Payments then due and payable, (b) all interest accrued and unpaid to the prepayment date, and (c) 100% of the

outstanding principal amount, without premium or penalty. The Town has no right to prepay the outstanding principal before the March 1, 2028.

2.04. Late Payments. If the Town fails to pay any Installment Payment when due, the Town shall pay additional interest on the principal component of the late Installment Payment (as permitted by law) at an annual rate equal to the Prime Rate from the original due date.

2.05. Appropriations. (a) The Budget Officer shall include in the initial proposal for each of the Town's annual budgets an appropriation for the amount of all Installment Payments and estimated Additional Payments coming due during the Fiscal Year to which the budget applies. Notwithstanding that the Budget Officer includes such an appropriation in a proposed budget, the Town Council may determine not to include the appropriation in the Town's final budget for the Fiscal Year or may reduce or remove an appropriation made in an adopted budget.

(b) (i) If for any Fiscal Year the Town adopts an annual budget that does not appropriate (for that purpose) an amount equal to the Installment Payments and estimated Additional Payments coming due during that Fiscal Year, then the Town will send notice of this failure to Truist and the LGC within ten days after the adoption of that budget.

(ii) If for any Fiscal Year the Town has not adopted an annual budget that appropriates (for that purpose) an amount equal to the Installment Payments and estimated Additional Payments coming due during that Fiscal Year within 15 days after the beginning of any Fiscal Year, then the Town will send notice of this failure to Truist and the LGC within an additional ten days.

(iii) Similarly, if at any time the Town amends the annual budget to reduce the amounts appropriated for Contract Payments below the amounts expected to be required for the remainder of that Fiscal Year, then the Town will send notice of this amendment to Truist and the LGC within ten days.

(iv) The Town shall send notices intended for the LGC to the attention of its Secretary, at 3200 Atlantic Avenue, Longleaf Building, Raleigh NC 27604.

(c) The actions required of the Town and its officers pursuant to this Section

shall be deemed to be and shall be construed to be in fulfillment of ministerial duties, and it shall be the duty of each and every Town official to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the Town to carry out and perform the actions required pursuant to this Section and the remainder of this Contract to be carried out and performed by the Town.

(d) The Town reasonably believes that it can obtain funds sufficient to pay all Contract Payments when due.

2.06. No Abatement. There shall be no abatement or reduction of the Contract Payments for any reason, including, but not limited to, any defense, recoupment, setoff, counterclaim, or any claim (real or imaginary) arising out of or related to the Sewer Line, except as expressly provided in this Contract. The Town assumes and shall bear the entire risk of loss and damage to the Sewer Line from any cause whatsoever. The Town must make all the Installment Payments in all events unless the Town's obligation to make Installment Payments is terminated as otherwise provided in this Contract.

2.07. Interest Rate and Payment Adjustment. (a) "Rate Adjustment Event" means (i) any action by the Internal Revenue Service (including the delivery of a deficiency notice) or any other federal court or administrative body determining, or (ii) receipt by Truist of a Bond Counsel Opinion to the effect, (A) that the interest component of Installment Payments related to the Amount Advanced, or any portion thereof, is includable in the gross income for federal income tax purposes of any counterparty to this Contract, or (B) that the Town's obligations under this Contract with respect to the Amount Advanced are not "qualified tax-exempt obligations" within the meaning of Code Section 265 (a "265 Event"), in any case as a result of any misrepresentation by the Town or as a result of any action the Town takes or fails to take.

(b) Upon any Rate Adjustment Event, (i) the unpaid principal portion of the Amount Advanced shall continue to be payable as shown on Exhibit C, but (ii) the interest components of the Installment Payments shall be recalculated, at an interest rate equal to an annualized interest rate equal to the Prime Rate plus 2% (200 basis points), to the date (retroactively, if need be) determined pursuant to the Rate Adjustment Event to be the date interest became includable in any counterparty's gross income for federal income tax purposes (or in the case of a 265 Event, retroactively to the Closing Date). Truist shall provide to the Town a restated schedule of payments.

(c) The Town shall pay interest at such adjusted rate (subject to credit for interest previously paid) to each affected counterparty, notwithstanding the fact that any particular counterparty may not necessarily be a counterparty to this Contract on the date of a Rate Adjustment Event. The Town shall additionally pay to all affected counterparties any interest, penalties or other charges assessed against or payable by such counterparty and attributable to a Rate Adjustment Event, notwithstanding the prior repayment of the entire Amount Advanced or any transfer to another beneficiary.

ARTICLE III

PROJECT FUND

3.01. Project Fund. Pursuant to Section 1.02, on the Closing Date, Truist shall deposit \$3,994,100 into the Project Fund. The Project Fund will be a special account of the Town at Truist designated “2020-_____ Town of Holly Springs Project Fund.” The Project Fund shall be held separate and apart from all other funds or accounts of the Town. The Project Fund is the Town’s property, but the Town may withdraw amounts on deposit in the Project Fund only as provided herein and only for application from time to time to the payment of Project Costs or otherwise as permitted by Section 3.03. Pending that application, those amounts are subject to a lien and charge in favor of Truist to secure the Town’s obligations hereunder.

3.02. Requisitions from Project Fund. The Town may withdraw funds from the Project Fund only after authorization from Truist. Truist shall authorize the disbursement of funds from the Project Fund only to the Town and only upon its receipt of one or more written requisitions in the form set forth in Exhibit D and signed by one of the designated Town Representatives. The Town shall submit its signed requisitions in pdf format by electronic transmission at the email address contained in the requisition form.

Upon receipt of a requisition from the Town, Truist shall undertake such review of the matters referred to in such requisition as it shall deem appropriate, and within seven Business Days after such receipt shall notify the Town if it does not approve the requisition with the reasons for its disapproval. Truist has no obligation

to make a review, and any review by Truist is only for Truist's benefit. Truist shall not unreasonably withhold payment of any requisition.

3.03. Disposition of Project Fund Balance. (a) When the Project is complete, the Town shall deliver to Truist a Town Certificate stating that (i) the Project is complete, (ii) there are no mechanic's or other liens against the Sewer Line for labor or materials furnished in connection with the acquisition of the Sewer Line, and (iii) no further funds will be requisitioned from the Project Fund to pay Project Costs. Truist may then withdraw any balance remaining in the Project Fund (and not required to be retained to pay Project Costs incurred but not yet paid) and apply those funds as provided in subsection (d) below.

(b) Upon the occurrence of an Event of Default, Truist may withdraw any balance remaining in the Project Fund and apply such amount as provided in subsection (d) below.

(c) If (i) more than three years have elapsed from the Closing Date or (ii) at least six months have elapsed from Truist's most recent receipt of a requisition for Project Costs, then Truist, upon 30 days' notice from Truist to the Town, may withdraw any balance remaining in the Project Fund and apply such amount as provided in subsection (d) below.

(d) Truist may apply any amounts withdrawn from the Project Fund pursuant to this Section in the following order: (i) to the payment of any Additional Payments then due to Truist under this Contract, (ii) to the payment of any interest accrued to the Project Fund disposition date that is then due and payable, (iii) to the payment of any principal amount then due and payable, (iv) to the prepayment of principal and accrued interest in accordance with the prepayment provisions of this Contract, and (v) to the payment of future Installment Payments in inverse order of maturity; provided, however, that (1) at the option of Truist, Truist may deliver funds held in the Project Fund to the Town to be applied to additional Project Costs or future debt service payments, and (2) in no event will Truist apply any funds in the manner set forth herein if it is advised in a Bond Counsel Opinion that such a use of funds could adversely affect the exclusion from gross income for federal income tax purposes of the interest component of Installment Payments. Any prepayment pursuant to this Section shall not affect any other Town payment obligation

hereunder. Truist shall notify the Town of any withdrawal from the Project Fund made under this Section, and in the notice shall describe its application of the funds so withdrawn.

3.04. Investment. (a) The Town and Truist agree that money in the Project Fund will be continuously invested and reinvested in a public funds money rate savings account, as directed by Truist, that meets the requirements of Section 159-30 of the General Statutes of North Carolina, as amended.

(b) From and after the date that is three years from the Closing Date, the Town and Truist agree that money in the Project Fund will not be invested at a “yield,” as determined under the Code, in excess of the “yield” on the Town’s obligations under this Contract, unless the Town has supplied Truist with Bond Counsel Opinion to the effect that such investment will not adversely affect the exclusion from gross income for federal income tax purposes to which the interest components of Installment Payments would otherwise be entitled.

(c) Investment obligations acquired with money in the Project Fund shall be deemed at all times to be part of the Project Fund. The interest accruing thereon and any profit or loss realized upon the disposition or maturity of any such investment shall be credited to or charged against the Project Fund.

(d) All earnings on moneys in the Project Fund shall be used for Project Costs or otherwise applied in accordance with Section 3.03.

ARTICLE IV

TOWN’S COVENANTS, REPRESENTATIONS AND WARRANTIES

4.02. Covenant as to Tax Exemption. (a) The Town covenants that it will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income for federal income taxation purposes of the interest portion of the obligation created by this Contract under Code Section 103 with respect to the Amount Advanced. In particular, the Town covenants that it will not directly or indirectly use or permit the use of any

proceeds or any fund created under this Contract, any funds of the Town or any property financed or refinanced with funds provided to the Town under this Contract, or otherwise take or omit to take any action, that would cause the obligation created by this Contract to be an “arbitrage bond” within the meaning of Code Section 148(a) or a “private activity bond” under Code Section 141. The Town will maintain books on which will be recorded (i) Truist or (ii) any assignee of the Installment Payments due under this Contract, as the registered owner of such Installment Payments. To that end, the Town has executed the Use of Proceeds Certificate dated September xxx, 2020 (the “Use of Proceeds Certificate”) and will comply with all requirements of Code Sections 141 and 148 to the extent applicable.

(b) The Town hereby represents and warrants that its representations and warranties in the Use of Proceeds Certificate with respect to its investment and use of funds provided under this Contract, and its use of any property financed or refinanced with funds provided under this Contract, are correct and complete in all material respects.

(c) Without limiting the generality of the foregoing, the Town agrees that there shall be paid from time to time all amounts required to be rebated to the United States of America pursuant to Code Section 148(f) and any temporary, proposed or final Treasury Regulations as may be applicable to the obligation created by this Contract from time to time. This covenant shall survive the termination of this Contract.

(d) Notwithstanding any provision of this Section, if the Town provides to Truist a Bond Counsel Opinion to the effect that any action required under this Section or the Use of Proceeds Certificate is no longer required, or to the effect that some further action is required, to maintain the exclusion from gross income of the interest on the obligation created by this Contract pursuant to Code Section 103, the Town and Truist may rely conclusively on such opinion in complying with the provisions thereof.

(e) The Town acknowledges that its personnel must be familiar with the arbitrage rebate rules because the tax-exempt status of the interest on the Installment Payments depends upon continuing compliance with such rules. The Town therefore covenants to take all reasonable action to assure that Town personnel responsible for

the investment of and accounting for financing proceeds comply with such rules.

(f) The Town represents that it has designated its obligations to make Installment Payments under this Contract with respect to the Amount Advanced as “qualified tax-exempt obligations” for the purposes of the Code.

4.03. Validity of Organization and Acts. The Town is validly organized and existing under State law, has full power to enter into this Contract and has duly authorized and has obtained all required approvals and all other necessary acts required prior to the execution and delivery of this Contract. This Contract is a valid, legal and binding obligation of the Town.

4.04. Maintenance of Existence. The Town shall maintain its existence, shall continue to be a local governmental unit of the State, validly organized and existing under State law, and shall not consolidate with or merge into another local governmental unit of the State, or permit one or more other local governmental units of the State to consolidate with or merge into it, unless the local governmental unit thereby resulting assumes the Town’s obligations under this Contract.

4.04. Acquisition of Permits and Approvals. All permits, consents, approvals or authorizations of all governmental entities and regulatory bodies, and all filings and notices required on the Town’s part to have been obtained or completed as of today in connection with the authorization, execution and delivery of this Contract, the consummation of the transactions contemplated by this Contract and the acquisition and installation of the Sewer Line have been obtained and are in full force and effect, and there is no reason why any future required permits, consents, approvals, authorizations or orders cannot be obtained as needed.

4.06. No Breach of Law or Contract. Neither the execution and delivery of this Contract nor the consummation of the transactions contemplated by this Contract, nor the fulfillment of or compliance with the terms and conditions of this Contract, (a) to the best of the Town’s knowledge, constitutes a violation of any provision of law governing the Town or (b) results in a breach of the terms, conditions or provisions of any contract, agreement or instrument or order, rule or regulation to which the Town is a party or by which the Town is bound.

4.07. No Litigation. There is no litigation or any governmental administrative proceeding to which the Town (or any official thereof in an official capacity) is a party that is pending or, to the best of the Town's knowledge after reasonable investigation, threatened with respect to (a) the Town's organization or existence, (b) its authority to execute and deliver this Contract or to comply with the terms of this Contract, (c) the validity or enforceability of this Contract or the transactions contemplated by this Contract, (d) the title to office of any Town Council member or any other Town officer, (e) any authority or proceedings relating to the Town's execution or delivery of this Contract, or (f) the undertaking of the transactions contemplated by this Contract.

4.08. No Current Default or Violation. (a) The Town is not in violation of any existing law, rule or regulation applicable to it, (b) the Town is not in default under any contract, other agreement, order, judgment, decree or other instrument or restriction of any kind to which the Town is a party or by which it is bound or to which any of its assets are subject, including this Contract, and (c) no event or condition has happened or existed, or is happening or existing, under the provisions of any such instrument, including this Contract, which constitutes or which, with notice or lapse of time, or both, would constitute an event of default hereunder or thereunder.

4.09. No Misrepresentation. No representation, covenant or warranty by the Town in this Contract is false or misleading in any material respect.

4.10. Environmental Warranties. (a) The Town warrants and represents to Truist that, to the best of the Town's knowledge after thorough investigation, the Sewer Line is not now and has not ever been used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials, except in the normal operation of the Sewer Line.

(b) The Town covenants that the Sewer Line shall be kept free of Hazardous Materials and shall not be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials, except in connection with the normal maintenance and operation of the Sewer Line, and the Town shall not cause or permit, as a result of any intentional or unintentional act or omission on the part of the Town or any lessee, the release of Hazardous Materials onto the Sewer Line or suffer the presence of Hazardous Materials on the Sewer Line, except in connection with the normal maintenance and operation of the Sewer Line.

(c) The Town shall comply with, and ensure compliance by all users and lessees with, all applicable federal, State and local laws, ordinances, rules and regulations with respect to Hazardous Materials and shall keep the Sewer Line free and clear of any liens imposed pursuant to such laws, ordinances, rules and regulations. If the Town receives any notices from any governmental agency or any lessee with regard to Hazardous Materials on, from or affecting the Sewer Line, the Town shall immediately notify Truist. The Town shall conduct and complete all investigations, studies, sampling and testing and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials on, from or affecting the Sewer Line in accordance with all applicable federal, State and local laws, ordinances, rules, regulations and policies and to Truist's satisfaction.

(d) "Hazardous Materials" means any explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials, asbestos or any materials containing asbestos, or any other substance or material as defined by any federal, State or local environmental law, ordinance, rule or regulation including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. sections 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. sections 1801 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. sections 9601 et seq.), and the regulations adopted and publications promulgated pursuant thereto.

4.11. Further Instruments. Upon Truist's request, the Town shall execute, acknowledge and deliver such further instruments reasonably necessary or desired by Truist to carry out more effectively the purposes of this Contract or any other document related to the transactions contemplated by this Contract, and to subject to the liens and security interests hereof and thereof all or any part of the Security Property intended to be given or conveyed hereunder or thereunder, whether now given or conveyed or acquired and conveyed subsequent to the date of this Contract.

4.12. Truist's Advances for Performance of Town's Obligations. If the Town fails to perform any of its obligations under this Contract, Truist is hereby authorized, but not obligated, to perform such obligation or cause it to be performed. All expenditures incurred by Truist (including any advancement of funds for payment of

taxes, insurance premiums or other costs of maintaining the Security Property, and any associated legal or other expenses), together with interest thereon at the Prime Rate, shall be secured as Additional Payments under this Contract. The Town promises to pay all such amounts to Truist immediately upon demand.

4.13. Sewer Line Will Be Used and Useful. The acquisition and installation of the Sewer Line is necessary and expedient for the Town, and the Sewer Line will perform important functions of the Town appropriate for the Town's public functions. The Town has an immediate need for, and expects to make immediate use of, all of the Sewer Line, and does not expect such need or use to diminish in any material respect during the term of this Contract. The Sewer Line will not be used in any private business or put to any private business use.

4.14. Financial Information. (a) The Town shall send to Truist a copy of the Town's audited financial statements for each Fiscal Year within 30 days of the Town's acceptance of such statements, but in any event within 270 days of the completion of such Fiscal Year.

(b) The Town shall furnish Truist, at such reasonable times as Truist shall request, all other financial information (including, without limitation, the Town's annual budget as submitted or approved) as Truist may reasonably request. The Town shall permit Truist or its agents and representatives to inspect the Town's books and records and make extracts therefrom.

4.14. Taxes and Other Governmental Charges. The Town shall pay, as Additional Payments, the full amount of all taxes, assessments and other governmental charges lawfully made by any governmental body during the term of this Contract. With respect to special assessments or other governmental charges which may be lawfully paid in installments over a period of years, the Town shall be obligated to provide for Additional Payments only for such installments as are required to be paid during the term of this Contract. The Town shall not allow any liens for taxes, assessments or governmental charges with respect to the Security Property or any portion thereof to become delinquent (including, without limitation, any taxes levied upon the Security Property or any portion thereof which, if not paid, will become a charge on any interest in the Security Property, including Truist's interest, or the rentals and revenues derived therefrom or hereunder).

4.16. Town's Insurance. (a) To the extent permitted by law, the Town promises that it will, at its own expense, acquire, carry and maintain comprehensive general liability insurance in accordance with State statute or as customarily held by similar entities in the State.

(b) The Town shall also maintain workers' compensation insurance issued by a responsible carrier authorized under State law to insure the Town against liability for compensation under applicable State law as in effect from time to time.

(c) All insurance shall be maintained with generally recognized responsible insurers in accordance with State law and may carry reasonable deductible or risk-retention amounts.

(d) No Town agent or employee shall have the power to adjust or settle any property damage loss greater than \$50,000 with respect to the Sewer Line, whether or not covered by insurance, without Truist's prior written consent.

(e) Truist shall not be responsible for the sufficiency or adequacy of any required insurance and shall be fully protected in accepting payment on account of such insurance or any adjustment, compromise or settlement of any loss agreed to by Truist.

(f) Upon request by Truist, the Town shall deliver to Truist annually by June 30 of each year a certificate stating that the risk coverages required by this Contract are in effect, and stating the carriers, policy numbers, coverage limits and deductible or risk-retention amounts for all such coverages.

ARTICLE V

THE SEWER LINE

5.01. Changes in Location. The Town shall promptly inform Truist if any component of the Sewer Line shall be moved from the location designated for the Sewer Line at the time of its acquisition.

5.02. Disclaimer of Warranties. The Town agrees that Truist has not designed the Sewer Line, that Truist has not supplied any plans or specifications with respect thereto and that Truist (a) is not a manufacturer of, nor a dealer in, any of the component parts of the Sewer Line or any similar property, (b) has not made any recommendation, given any advice nor taken any other action with respect to (i) the choice of any supplier, vendor or designer of, or any other contractor with respect to, the Sewer Line or any component part thereof or any property or rights relating thereto, or (ii) any action taken or to be taken with respect to the Sewer Line or any component part thereof or any property or rights relating thereto at any stage of the acquisition, installation and equipping thereof, (c) has not at any time had physical possession of the Sewer Line or any component part thereof or made any inspection thereof or of any property or rights relating thereto, and (d) has not made any warranty or other representation, express or implied, that the Sewer Line or any component part thereof or any property or rights relating thereto (i) will not result in or cause injury or damage to persons or property, (ii) has been or will be properly designed, or will accomplish the results which the Town intends therefor, or (iii) is safe in any manner or respect.

TRUIST MAKES NO EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER WITH RESPECT TO THE SEWER LINE OR ANY COMPONENT PART THEREOF, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE MERCHANTABILITY OR THE FITNESS OR SUITABILITY THEREOF FOR ANY PURPOSE, and further including the design or condition thereof; the safety, quality or capacity thereof; compliance thereof with the requirements of any law, rule, specification or contract pertaining thereto; any latent defect; the Sewer Line's ability to perform any function; that the Amount Advanced will be sufficient to pay all Project Costs; or any other characteristic of the Sewer Line; it being agreed that the Town is to bear all risks relating to the Sewer Line, the installation thereof and the transactions contemplated by this Contract, and the Town hereby waives the benefits of any and all implied warranties and representations of Truist.

The provisions of this Section shall survive this Contract's termination.

5.03. Right of Entry and Inspection. Truist and its representatives and agents shall have the right to enter upon the Town's property and inspect the Sewer Line from time to time, and the Town shall cause any vendor, contractor or sub-contractor to cooperate with Truist and its representatives and agents during such inspections.

No right of inspection or approval granted in this Section shall be deemed to impose upon Truist any duty or obligation whatsoever to undertake any inspection or to make any approval. No inspection made or approval given by Truist shall be deemed to impose upon Truist any duty or obligation whatsoever to identify or correct any defects in the Sewer Line or to notify any person with respect thereto, and no liability shall be imposed upon Truist, and no warranties (either express or implied) are made by Truist as to the quality or fitness of any improvement, any such inspection and approval being made solely for Truist's benefit.

5.04. Compliance with Requirements. (a) The Town shall cause the Sewer Line to be operated and maintained in a careful manner and in compliance with all applicable legal requirements.

(b) The Town shall observe and comply promptly with all current and future requirements relating to the Sewer Line's use or condition imposed by (i) any judicial, governmental or regulatory body having jurisdiction over the Sewer Line or any portion thereof or (ii) any insurance company writing a policy covering the Sewer Line or any portion thereof, whether or not any such requirement shall necessitate structural changes or improvements or interfere with the use or enjoyment of the Sewer Line.

(c) The Town shall obtain and maintain in effect all licenses and permits required for the Sewer Line's operation.

(d) The Town shall in no event use the Sewer Line or any part thereof, nor allow the same to be used, for any unlawful purpose, or suffer any act to be done or any condition to exist with respect to the Sewer Line or any part thereof, nor any article to be brought thereon, which may be dangerous, unless safeguarded as required by law, or which may, in law, constitute a nuisance, public or private, or which may make void or voidable any insurance then in force with respect thereto.

5.05. Use and Operation. The Town shall use and operate the Sewer Line and related property for the intended and suitable public purposes, and for no other purpose unless required by law. The Town shall be solely responsible for the Sewer Line's operation, and shall not contract with any other person or entity for the Sewer Line's operation.

5.05. Maintenance and Repairs; Additions. (a) The Town shall keep the Sewer Line in good order and repair (reasonable wear and tear excepted) and in good operating condition, shall not commit or permit any waste or any other thing to occur whereby the value or usefulness of the Sewer Line might be impaired, and shall make from time to time all necessary or appropriate repairs, replacements and renewals.

(b) The Town may, also at its own expense, make from time to time any additions, modifications or improvements to the Sewer Line that it may deem desirable for its governmental or proprietary purposes and that do not materially impair the effective use, nor materially decrease the value or substantially alter the intended use, of the Sewer Line. The Town shall do, or cause to be done, all such things as may be required by law in order fully to protect the security of and all Truist's rights under this Contract.

(c) Any and all additions to or replacements of the Sewer Line and all parts thereof shall constitute accessions to the Sewer Line and shall be subject to all the terms and conditions of this Contract and included in the Security Property for the purposes of this Contract.

(d) Notwithstanding the provisions of subsection (c) above, however, the Town may, from time to time in its sole discretion and at its own expense, install machinery, Sewer Line and other tangible property in or on the Sewer Line. All such property shall remain the Town's sole property in which Truist shall have no interest; provided, however, that any such property which becomes permanently affixed to the Sewer Line shall be subject to the lien and security interest arising under this Contract if Truist shall reasonably determine that the Sewer Line would be damaged or impaired by the removal of such machinery, Sewer Line or other tangible property.

5.07. Security. The Town shall take all reasonable steps necessary to safeguard the Sewer Line against theft. The security afforded the Sewer Line shall at all times be equal to or better than the security afforded the Town's personal property that is not subject to this Contract.

5.08. Utilities. The Town shall pay all charges for utility services furnished to or used on or in connection with the Sewer Line.

5.09. Risk of Loss. The Town shall bear all risk of loss to and condemnation of the Sewer Line.

5.10. Condemnation. The Town shall immediately notify Truist if any governmental authority shall institute, or shall notify the Town of any intent to institute, any action or proceeding for the taking of, or damages to, all or any part of the Sewer Line or any interest therein under the power of eminent domain, or if there shall be any damage to the Sewer Line due to governmental action, but not resulting in a taking of any portion of the Sewer Line. The Town shall file and prosecute its claims for any such awards or payments in good faith and with due diligence and cause the same to be collected and paid over to Truist, and to the extent permitted by law hereby irrevocably authorizes and empowers Truist, in the Town's name or otherwise, to collect and receipt for any such award or payment and to file and prosecute such claims. If the Town receives any Net Proceeds arising from any such action, the Town shall apply such Net Proceeds as provided in Section 5.13.

5.11. Title. Title to the Sewer Line and any and all additions, repairs, replacements or modifications thereto shall at all times be in the Town, subject to the lien of this Contract. Upon the Town's payment in full of all Contract Payments, Truist, at the Town's expense and request, shall cancel this Contract.

5.12. No Encumbrance, Mortgage or Pledge. (a) The Town shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics' and materialmen's liens), charge, encumbrance or other claim in the nature of a lien on or with respect to the Sewer Line. The Town shall promptly, at its own expense, take such action as may be duly necessary to discharge any such mortgage, pledge, lien, charge, encumbrance or claim not excepted above which it shall have created, incurred or suffered to exist.

(b) The Town shall reimburse Truist for any expense incurred by Truist to discharge or remove any such mortgage, pledge, lien, security interest, encumbrance or claim, with interest thereon at the Prime Rate.

5.13. Damage and Destruction; Use of Net Proceeds. (a) The Town shall promptly notify Truist if any of the following events (a "Loss Event") occurs:

- (i) the Security Property or any portion thereof is stolen or is destroyed or damaged by fire or other casualty,
- (ii) a material defect in the installation of the Sewer Line becomes apparent, or
- (iii) title to or the use of all or any portion of the Sewer Line shall be lost by reason of a defect in title.

Each notice shall describe generally the nature and extent of such damage, destruction or taking.

(b) If the Net Proceeds arising from any single Loss Event, or any single substantially related sequence of Loss Events, is not more than \$50,000, the Town shall retain such Net Proceeds and apply the same to the prompt completion, repair or restoration of the Sewer Line, and shall promptly thereafter report to Truist regarding the use of such Net Proceeds.

(c) If the Net Proceeds arising from any single Loss Event, or any single substantially related sequence of Loss Events, more than \$50,000, then the Town shall cause such Net Proceeds to be paid to an escrow agent (which shall be a bank, trust company or similar entity exercising fiduciary responsibilities) designated by Truist for deposit in a special escrow fund to be held by such escrow agent. The Town shall thereafter apply Net Proceeds (i) to the prompt completion, repair or restoration of the Mortgaged Property (and pay any costs in excess of Net Proceeds, if necessary), or (ii) together with other available funds as may be necessary, to the prepayment of all outstanding Contract Payments pursuant to Section 2.03. The Town shall promptly report to Truist regarding the use of Net Proceeds.

(d) Any repair, restoration, modification, improvement or replacement paid for in whole or in part out of Net Proceeds shall be the Town's property and shall be part of the Sewer Line.

ARTICLE VI

INDEMNIFICATION

To the extent permitted by law, the Town will indemnify, protect and save

- (a) the Lender and its officers, employees, and directors, and
- (b) the LGC's members and employees,

in all cases harmless from all liability and losses, including expenses and legal fees, expenses and costs, arising out of, connected with, or resulting directly or indirectly

(A) from or relating to the Security Property or the transactions contemplated by this Contract, including without limitation the possession, condition, installation, construction or use of the Sewer Line; or

(B) as a result of any warranty or representation made by the Town in Section 4.10 being false or untrue in any material respect, or any requirement under any law or regulation which requires the elimination or removal of any hazardous materials, substances, wastes or other environmentally regulated substances by Truist, the Town or any transferee or assignee of the Town or Truist.

The Town has no obligation to indemnify any indemnified party for the gross negligence or intentional misconduct of the indemnified party or any of its employees or representatives. The Town's obligation to provide indemnification under this Article continues even after there is no longer any outstanding principal balance of the Amount Advanced and extends to any successor to Truist. The parties intend that the LGC is a third-party beneficiary of the Town's obligations under this Article.

ARTICLE VII

DEFAULTS AND REMEDIES; EXECUTION

7.01. Events of Default. An "Event of Default" is any of the following:

- (a) The Town's failing to make any Installment Payment when due.

(b) The occurrence of an Event of Non-appropriation.

(c) The Town's breaching or failing to perform or observe any term, condition or covenant of this Contract on its part to be observed or performed, other than as provided in subsections (a) or (b) above, including payment of any Additional Payment, for a period of 15 days after written notice specifying such failure and requesting that it be remedied shall have been given to the Town by Truist, unless Truist shall agree in writing to an extension of such time prior to its expiration.

(d) The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law by or against the Town as a debtor, or the appointment of a receiver, custodian or similar officer for the Town or any of its property, and the failure of such proceedings or appointments to be vacated or fully stayed within 30 days after the institution or occurrence thereof.

(e) Any warranty, representation or statement made by the Town in this Contract is found to be incorrect or misleading in any material respect on the Closing Date (or, if later, on the date made).

(f) Any lien, charge or encumbrance prior to the security interest created under Section 1.03, or affecting the validity of this Contract, is found to exist, or proceedings are instituted against the Town to enforce any lien, charge or encumbrance against the Sewer Line and such lien, charge or encumbrance would be prior to the lien of this Contract.

7.02. Remedies on Default. Upon the continuation of any Event of Default, Truist may, without any further demand or notice, exercise any one or more of the following remedies:

(a) Declare the unpaid principal components of the Installment Payments immediately due and payable;

(b) Proceed by appropriate court action to enforce the Town's performance of the applicable covenants of this Contract or to recover for the breach thereof;

(c) Apply any balance remaining in the Project Fund as provided in Article IV; and

(d) Avail itself of all available remedies under this Contract, including execution as provided in Section 7.03, and recovery of legal fees and costs and other expenses.

7.03. Execution on Personal Property. Upon the continuation of any Event of Default and in addition to all other remedies granted in this Contract, Truist shall have all the rights and remedies of a secured party under the Uniform Commercial Code as in effect in North Carolina and may proceed to execute upon the Security Property.

7.04. Possession of Sewer Line. After a foreclosure sale, the Town shall immediately lose the right to possess, use and enjoy the Sewer Line (but may remain in possession of the Sewer Line as a lessee at will of Truist), and thereupon the Town (a) shall pay monthly in advance to Truist a fair and reasonable rental value for the use and possession of the Sewer Line (in an amount Truist shall determine in its reasonable judgment), and (b) upon Truist's demand, shall deliver possession of the Sewer Line to Truist or, at Truist's direction, to any purchaser of the Sewer Line after an execution sale.

In addition, upon the continuation of any Event of Default, Truist, to the extent permitted by law, is hereby authorized to (i) take possession of the Sewer Line, with or without legal action, (ii) lease the Sewer Line, (iii) collect all rents and profits therefrom, with or without taking possession of the Sewer Line, and (iv) after deducting all costs of collection and administration expenses, apply the net rents and profits first to the payment of necessary maintenance and insurance costs, and then to the Town's account and in reduction of the Town's corresponding Contract Payments in such fashion as Truist shall reasonably deem appropriate. Truist shall be liable to account only for rents and profits it actually receives.

7.05. No Remedy Exclusive; Delay Not Waiver. All remedies under this Contract are cumulative and may be exercised concurrently or separately. The exercise of any one remedy shall not be deemed an election of such remedy or preclude the exercise of any other remedy. If any Event of Default occurs and is thereafter waived by Truist, that waiver shall be limited to the particular breach so waived and will not be deemed a waiver of any other breach under this Contract.

7.06. Payment of Costs and Legal Fees. If Truist employs an attorney to assist in the enforcement or collection of Contract Payments, or if Truist voluntarily or otherwise shall become a party to any suit or legal proceeding (including a proceeding conducted under any state or federal bankruptcy or insolvency statute) to protect the Sewer Line, to protect the lien of this Contract, to enforce collection of the Contract Payments or to enforce compliance by the Town with any of the provisions of this Contract, the Town agrees to pay reasonable legal fees and costs that may reasonably be incurred (whether or not any suit or proceeding is commenced), and such fees and costs (together with interest at the Prime Rate) shall be secured as Contract Payments.

ARTICLE VIII

TOWN'S LIMITED OBLIGATION

Notwithstanding any other provision of this Contract, the parties intend that this transaction comply with North Carolina General Statutes Section 160A-20. No deficiency judgment may be entered against the Town in violation of such Section 160A-20.

No provision of this Contract should be construed or interpreted as creating a pledge of the Town's faith and credit within the meaning of any constitutional debt limitation. No provision of this Contract should be construed or interpreted as an illegal delegation of governmental powers or as an improper donation or lending of the Town's credit within the meaning of the North Carolina constitution. The Town's taxing power is not and may not be pledged directly or indirectly or contingently to secure any moneys due under this Contract.

No provision of this Contract will be construed to pledge or to create a lien on any class or source of the Town's moneys (other than the Amount Advanced, any other funds in the Project Fund and any Net Proceeds), nor will any provision of this Contract restrict the Town's future issuance of any of its bonds or other obligations payable from any class or source of the Town's moneys (except to the extent this Contract restricts the incurrence of additional obligations secured by the Security Property).

To the extent of any conflict between this Article and any other provision of this Contract, this Article takes priority.

ARTICLE IX

WIRE TRANSFER REQUIREMENTS

In order to prevent unauthorized or fraudulent wire transfers through cyberfraud and other means, Truist and the Town hereby agree to the provisions of this Article IX.

9.01. Wire Transfer Requirements. In the event a wire transfer is made by Truist to disburse funds as contemplated by this Contract (a “Disbursement”), said wire transfer shall be delivered as directed in a written “Disbursement Authorization” provided to Truist by a Town Representative, as defined in this Agreement. Any person previously designated as a Town Representative for this purpose may revoke the authorization of any other designated person at any time.

9.02. Verification Procedures. Prior to making any Disbursement pursuant to a Disbursement Authorization not delivered to Truist in person by a Town Representative, Truist shall verify such Disbursement Authorization verbally via telephone communication with a Town Representative. The Town shall ensure that a Town Representative will provide such verification to Truist. The Town shall not disclose, or allow to be disclosed, such Truist verification procedures to any third party unless there is a legitimate business need to make such disclosure or such disclosure is required by law, and the Town accepts the risk of such third party knowledge of the security procedures. If the Town has reason to believe that a security procedure has been obtained by or disclosed to an unauthorized person or learns of any unauthorized transfer or of any discrepancy in a transfer request, then the Town shall notify Truist immediately.

9.03. Payee Identification. The Town is solely responsible for accurately identifying the wire transfer information contained in the Disbursement Authorization delivered to Truist by a Town Representative, including but not limited to the bank name and its ABA number, beneficiary’s account name and account number and beneficiary’s physical address, together with other information

requested by Truist (collectively, "Remittance Instructions"). If the Remittance Instructions describe a beneficiary inconsistently by name and account number, the Town acknowledges that Truist may make payment on the basis of the account number alone, that Truist is not obligated to detect such errors, and that the Town assumes the risk of any loss resulting therefrom.

9.04. Duty to Reconcile Written Confirmation. Upon request from a Town Representative, Truist shall use its best efforts to send a Town Representative written confirmation of the Disbursement in the form of a reference number, beneficiary name and wire amount. A Town Representative shall promptly review and reconcile the written confirmation of the Disbursement sent by Truist, and shall report to Truist in writing, promptly, but in no event later than ten Business Days after the date of such written confirmation, any unauthorized, erroneous, unreceived or improperly executed payment. Truist and the Town agree that ten Business Days is a reasonable time for the detection and reporting to Truist of such information. After that time, all items on the written confirmation will be considered correct and the Town will be precluded from recovering from Truist if such wire transfer identified in the written confirmation was actually made by Truist. For the avoidance of doubt, any such writings can be provided electronically.

9.05. Unauthorized Payments. Notwithstanding any other provision herein, if a Disbursement has been verified by a Town Representative pursuant to Section 9.02, it shall be binding on the Town if Truist acted in good faith in making such Disbursement.

9.06. Recordation. Truist may record any telephone conversation between Truist and a representative of the Town in order to reduce the risk of unauthorized or erroneous transfers. Truist may retain such recordings for as long as Truist may deem necessary.

9.07. Indemnification and Hold Harmless. If Truist complies with the provisions of this Article IX, the Town agrees that Truist shall not be responsible for any communication or miscommunication by a Town Representative, and the Town further agrees to indemnify, to the extent allowed by law, Truist and hold Truist harmless from and against any and all losses, claims, expenses, suits, costs or

damages, demands or liabilities of whatever kind or nature, whether now existing or hereafter relating in any way to a wire transfer made pursuant to this Contract.

9.09. Applicable Law. All wire transfer orders are governed by Article 4A of the Uniform Commercial Code, except as any provisions thereof that may be and are modified by the terms hereof. If any part of the applicable wire transfer order involves the use of the Fedwire, the rights and obligations of Truist and the Town regarding that wire transfer order are governed by Regulation J of the Federal Reserve Board.

ARTICLE X

MISCELLANEOUS

10.01. Notices. (a) Any communication required or permitted by this Contract must be in writing.

(b) Any communication under this Contract shall be deemed given when delivered by hand or on the date shown on a certified mail receipt, or delivery receipt (or similar evidence) from a national commercial package delivery service, if addressed as follows:

(i) if to the Town, to Town Manager, Town of Holly Springs, Attention: Notice under 2020 Sewer Line Financing Contract, 128 S. Main St., Holly Springs, NC 27540

(ii) If to Truist, to 5130 Parkway Plaza Boulevard, Charlotte, North Carolina 28217, Attention: Governmental Finance

(c) Any addressee may designate additional or different addresses for communications by notice given under this Section to each of the others.

10.02. No Assignments by Town. The Town shall not sell or assign any interest in this Contract.

10.03. Assignments by Truist. Truist may, at any time and from time to time, assign all or any part of its interest in the Security Property or this Contract, including, without limitation, Truist's rights to receive Contract Payments. Any assignment made by Truist or any subsequent assignee shall not purport to convey any greater interest or rights than those held by Truist pursuant to this Contract.

The Town agrees that this Contract may become part of a pool of obligations at Truist's or its assignee's option. Truist or its assignees may assign or reassign all or any part of this Contract, including the assignment or reassignment of any partial interest through the use of certificates evidencing participation interests in this Contract. Any assignment by Truist may be only to a bank, insurance company, or similar financial institution or any other entity approved by the LGC. Notwithstanding the foregoing, no assignment or reassignment of Truist's interest in the Sewer Line or this Contract shall be effective unless and until the Town shall receive a duplicate original counterpart of the document by which such assignment or reassignment is made disclosing the name and address of each such assignee.

The Town further agrees that Truist's interest in this Contract may be assigned in whole or in part upon terms which provide in effect that the assignor or assignee will act as a collection and paying agent for any holders of certificates of participation in this Contract, provided the Town receives a copy of such agency contract and such collection and paying agent covenants and agrees to maintain for the full remaining term of this Contract a written record of each assignment and reassignment of such certificates of participation.

The Town agrees to execute any document reasonably required in connection with any assignment. Any assignor must provide notice of any assignment to the Town, and the Town shall keep a complete and accurate record of all assignments as required by the Code. After the giving of any such notice, the Town shall thereafter make all payments in accordance with the notice to the assignee named therein and shall, if so requested, acknowledge such assignment in writing, but such acknowledgment shall in no way be deemed necessary to make the assignment effective.

Notwithstanding any of the foregoing, in no event will the Town ever be required to make Installment Payments to more than one person or entity on any payment date.

10.04. Amendments. No term or provision of this Contract may be amended, modified or waived without the prior written consent of the Town and Truist.

10.05. Governing Law. The Town and Truist intend that State law shall govern this Contract and all matters of its interpretation.

10.06. Liability of Officers and Agents. No officer, agent or employee of the Town shall be subject to any personal liability or accountability by reason of the execution of this Contract or any other documents related to the transactions contemplated by this Contract. Such officers or agents shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section shall not relieve an officer, agent or employee of the Town from the performance of any official duty provided by law.

10.07. Severability. If any provision of this Contract shall be determined to be unenforceable, that shall not affect any other provision of this Contract.

10.08. Non-Business Days. If the date for making any payment or the last day for performance of any act or the exercising of any right shall not be a Business Day, such payment shall be made or act performed or right exercised on or before the next preceding Business Day.

10.09. Entire Agreement. This Contract constitutes the Town's entire agreement with respect to the general subject matter covered by this Contract.

10.10. Binding Effect. Subject to the specific provisions of this Contract, and in particular Section 10.03, this Contract shall be binding upon and inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

10.11 E-Verify. Truist understands that "E-Verify" is a federal 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 Section 64-25(5) of the General Statutes of North Carolina, as amended. Truist uses E-Verify to verify the work authorization of its employees in accordance with Section 64-26(a) of the General Statutes of North Carolina, as amended. Truist will require

that any subcontractor that it uses in connection with the transactions contemplated by this Contract certify to such subcontractor's compliance with E-Verify.

The remainder of this page left blank intentionally; signature pages follow.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the day and year first above written by duly authorized officers.

(SEAL)

ATTEST:

**TOWN OF HOLLY SPRINGS,
NORTH CAROLINA**

Linda McKinney
Town Clerk

By: _____
Randy Harrington
Town Manager

* * * * *

**STATE OF NORTH CAROLINA;
WAKE COUNTY**

I, a Notary Public of such County and State, certify that Linda McKinney and Randy Harrington personally came before me this day and acknowledged that they are the Town Clerk and the Town Manager, respectively, of the Town of Holly Springs, and that by authority duly given, the foregoing instrument was signed in the Town's name by such Town Manager sealed with its corporate seal and attested by the Town Clerk.

WITNESS my hand and official stamp or seal, this _____ day of September, 2020.

[SEAL]

Notary Public

Notary's printed name: _____

My commission expires: _____

[Financing Contract dated as of September xxx, 2020]

TRUIST BANK

By: _____

Printed Name: _____

Title: _____

This contract has been approved under
the provisions of Article 8, Chapter 159 of
the General Statutes of North Carolina.

Greg C. Gaskins
Secretary, North Carolina
Local Government Commission

By _____
Greg C. Gaskins or Designated Assistant

[Financing Contract dated as of September xxx, 2020,
with the Town of Holly Springs]

EXHIBIT A – Project Description

Currently the Avent Ferry pump station pumps through a 12" sanitary sewer force main, (SSFM) line which later transitions to an 8" line. Originally, the Braxton Village pump station, which has since been abandoned, pumped to the WWTP through the existing 8" SSFM line. Once the construction of the Holly Point subdivision was imminent, the Avent Ferry Pump Station was designed and constructed, along with the 12" line, for the first segment. The reduction from the 12" line to the 8" is what is now limiting the capacity of the pump station. The proposed design includes replacing the existing 8" line with an 18" line in place. Completion of this SSFM line will relieve the pressure and allow the existing pump station to reach pump rates which will service the projected number of single-family homes within the basin. Design of the project is nearing completion and land acquisition efforts are underway. Engineering and Legal staff recently met with Braxton Village HOA to acquire needed easements and begin a dialogue about the project and its limited impacts to property owners.

Schedule I shows the planned location of the new force main.

EXHIBIT B – Definitions

For all purposes of this Contract, unless the context requires otherwise, the following terms have the following meanings:

“Additional Payments” means any amounts payable by the Town as a result of its obligations under this Contract (other than its obligation to pay Installment Payments), and any of the Lender’s expenses (including legal fees and costs) in prosecuting or defending any action or proceeding in connection with this Contract and any taxes or any other expenses, including, but not limited to, the Lender’s administrative or legal costs, licenses, permits, state and local sales and use or ownership taxes or property taxes which the Lender is required to pay as a result of this Contract, and any inspection and reinspection fees (together with interest that may accrue on any of the above if the Town fails to pay the same, as set forth in this Contract).

“Amount Advanced” has the meaning assigned in Article I.

“Bond Counsel Opinion” means a written opinion (in form and substance acceptable to Truist) of an attorney or firm of attorneys reasonably acceptable to the Town.

“Business Day” means any day on which banks in the State are not by law authorized or required to remain closed.

“Closing Date” means the date on which this Contract is first executed and delivered by the parties, which is expected to be on or about September xxx, 2020.

“Code” means the Internal Revenue Code of 1986, as amended, including regulations, rulings and revenue procedures promulgated thereunder or under the Internal Revenue Code of 1954, as amended, as applicable to the Town’s obligations under this Contract. Reference to any specific Code provision will be deemed to include any successor provisions thereto.

“Contract Payments” means Installment Payments and Additional Payments.

“Event of Default” means one or more events of default as defined in Section 7.01.

“Event of Nonappropriation” means a failure by the Town Council to include funds for Contract Payments in the Town’s budget for any Fiscal Year, or any reduction or elimination of an appropriation for Contract Payments as further described in Section 2.05.

“Fiscal Year” means the Town’s fiscal year beginning July 1, or such other fiscal year as the Town may later lawfully establish, and also includes the period between the Closing Date and June 30, 2021.

“Installment Payments” means the payments payable by the Town pursuant to Section 2.01.

“LGC” means the North Carolina Local Government Commission, or any successor to its functions.

“Net Proceeds” means all payments and proceeds derived from (a) claims made on account of insurance coverages required under this Contract, (b) any exercise of condemnation or eminent domain authority related to all or any portion of the Sewer Line, (c) proceeds of title insurance related to the Sewer Line, or (d) any sale of the Sewer Line, as well as all judgments, settlements or other payments in lieu of any of the foregoing, in any case reduced by the sum of (i) all expenses (including attorneys’ fees and costs) incurred in the collection of such proceeds and (ii) all amounts expended by the Town or the Lender to remedy the event giving rise to such proceeds, all of which amounts will be paid or reimbursed from the gross proceeds.

“Prime Rate” means the rate published by Truist from time to time as its prime rate, whether or not Truist is the counterparty to the Town on this Contract.

“Project Costs” means all capital costs of the Project as determined in accordance with generally accepted accounting principles and that will not adversely affect the exclusion from gross income for federal income tax purposes of the designated interest component of Installment Payments payable under this Contract, including (a) sums required to reimburse the Town or its agents for advances made for any such costs, and (b) all costs related to the financing through this Contract and

all related transactions.

“State” means the State of North Carolina.

“Town Certificate” means any writing (but not including electronic mail) delivered for any purpose under this Contract that is signed by a Town Representative, in whatever form and however characterized

“Town Council” means the Town’s governing Town Council as from time to time constituted.

“Town Representative” means the Town Manager, Town finance officer or any other person or persons at the time designated, by a written certificate furnished to the Lender and signed on the Town’s behalf by the Town Manager or the Town’s Mayor to act on the Town’s behalf to perform any act (or any specified act) under this Contract.

All references in this Contract to designated “Sections” and other subdivisions are to the designated sections and other subdivisions of this Contract. The words “hereof” and “hereunder” and other words of similar import refer to this Contract as a whole and not to any particular Section or other subdivision unless the context indicates otherwise. Words importing the singular number will include the plural number and vice versa. The use of the term “including” should be understood to mean “including, but not limited to.”

EXHIBIT C – Schedule of Installment Payments

Principal is payable in the amounts and on the dates as shown below, subject to prepayment as provided in this Contract. Interest is payable on each March ____ and September ____, beginning March ____, 2021.

Each portion of the Amount Advanced will bear interest from the Closing Date until paid. Interest is calculated at the annual rate of 1.91%, subject to adjustment as provided in this Contract. Interest will be calculated based on a 360-day year consisting of twelve 30-day months. The schedule below shows the expected interest payment amounts.

[To come.]

EXHIBIT D – Form of Project Fund Requisition

[TO BE PREPARED ON TOWN'S LETTERHEAD FOR SUBMISSION]

PROJECT FUND REQUISITION

[Date] _____

Email requisitions to: GFProjectfunds@truist.com

Requisition Team

Truist Bank

Direct Dial: (252) 296-0452 or (252) 296-0653

RE: Request for disbursement of funds from the Project Fund related to Contract No. _____ with the Town of Holly Springs, dated as of September xxx, 2020

To Whom It May Concern,

Pursuant to the terms and conditions of the Financing Contract dated as of September xxx, 2020 (the "Contract") between the Town of Holly Springs (the "Town") and Truist Bank, the Town requests the disbursement of funds from the Project Fund established under the Contract for the following Project Costs:

This is requisition number ____ from the Project Fund.

Disbursements will be to the Town of Holly Springs.

Amount: \$_____

Attach copies of applicable vendor invoices or spreadsheet of expenditures to requisition when submitting.

Project Description:

Location of Sewer Line/Project:

To receive funds via wire transfer please include:

ABA Routing Number:

Account Number:

Physical address of Town: Town of Holly Springs, Attention: Finance Officer, 128 S. Main St., Holly Springs, NC 27540

The Town makes this requisition pursuant to the following representations:

1. The Town has appropriated in its current fiscal year funds sufficient to pay the Installment Payments and estimated Additional Payments due in the current Fiscal Year.
2. The purpose of this disbursement is for partial payment of the cost of the Project provided for under the Contract referenced above.
3. The requested disbursement has not been subject to any previous requisition.
4. No notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable herein to any of the persons, firms or corporations named herein has been received, or if any notice of any such lien, attachment or claim has been received, such lien, attachment or claim has been released or discharged or will be released or discharged upon payment of this requisition.
5. This requisition contains no items representing payment on account of any percentage entitled to be retained on the date of this requisition.
6. No Event of Default is continuing under the Contract, and no event or condition is existing which, with notice or lapse of time or both, would become an Event of Default.
7. The Town shall allow Truist to deliver and file, or cause to be filed, any Uniform Commercial Code financing statements with respect to the Project or portion of the Project that Truist may request to evidence its security interest.
8. The Town has in place insurance on this portion of the Project that complies with the insurance provisions of the Contract.

9. Each amount requested for payment in this requisition either (a) represents a reimbursement to the Town for a Project Cost expenditure previously made, and such reimbursement complies with the provisions of the Code (generally, an issuer may reimburse a prior expenditure out of tax-exempt bond proceeds if (i) the issuer has declared its “official intent” to reimburse the expenditure no later than 60 days after the date the expenditure is paid *and* (ii) the expenditure is being reimbursed no later than the end of the permitted “reimbursement period” of at least 18 months, and at most 3 years, from the date the expenditure was paid), or (b) will be used by the Town promptly upon the receipt of funds from Truist to make payments for Project Costs to third parties described in this requisition.

Capitalized terms used in this requisition have the meanings ascribed in the Contract.

Attached is evidence that the amounts shown in this requisition are properly payable at this time, such as bills, receipts, invoices, architects’ payment certifications or other appropriate documents.

IF REQUEST IS FINAL REQUEST, CHECK HERE ☐.

TOWN OF HOLLY SPRINGS, NORTH
CAROLINA

By:_____

Printed Name:_____

Title:_____

EXHIBIT E – Designating Town Representatives and Official Custodian

In accordance with the terms of the Financing Contract dated September xxx, 2020 (the “Contract”) between the Town of Holly Springs (the “Town”) and Truist Bank (“Truist”), the Town designates the following persons as Town Representatives authorized to sign requisitions to withdraw funds from the Project Fund account (as such terms are defined in the Contract):

Printed Name:

Signature:

Randy Harrington,
Town Manager

Patty Dressen,
Finance Officer

The Town may designate additional Town Representatives to sign requisitions upon written notification to Truist as provided in the Contract.

The Town designates the person listed below an “Official Custodian” for the purposes of the Federal Deposit Insurance Corporation. The person listed below is an officer, employee or agent of the Town who has plenary authority, including control, over funds owned by the Town. Control of public funds includes possession of, as well as the authority to establish, accounts in an insured depository institution and to make deposits, withdrawals and disbursements. The Official Custodian on the account is considered the insured depositor.

Printed Name:

Signature:

Last 4 Numbers of
SSN¹:

Date of
Birth:

Upon written notification to Truist, the Town may update the Official Custodian.

Note: The Official Custodian must provide a copy of their driver’s license.

¹ The last 4 digits of the official custodian’s social security number will be used only to differentiate the official custodian from other Truist account holders with the same name.

Schedule I – Vicinity Map

[sketch of where the new line is going, to come]

Town of Holly Springs Project Budget

Project Name: FM Repl. for AFPSP (TOHS Eng. Proj. 04-031)

Date Submitted:

Department: Engineering

Project Start Date:

Point of Contact: Aaron Levitt

Completion Date:

Project Description: Replacement of approximately 1.7 miles (or 8,800 LF) of 8 inch sanitary sewer for an 18/20" line from the former Braxton Pump Station Location to the Utley Creek Facility

Sources (Revenues) - ALL REVENUES MUST BE VERIFIED

Transfer from Waste Water Reserves (previously funded)

LGC Loan

Total:

Uses (Expenses)

Project Account 45-814 (previously funded)

Project Account 45-814 (LGC Loan funded)

Total:

Attachments:

08.18.2020
Fall 2020
Spring 2021
orce main line with Water Reclamation
\$ 99,655.00
\$ 2,863,500.00
\$ 2,963,155.00
\$ 99,655.00
\$ 2,863,500.00
\$ 2,963,155.00

Town of Holly Springs 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, 2021.

Department: Engineering **Date:** 8/18/2020

Reason for Budget Amendment:

Construct the Avent Ferry Force Main - Account for FM Repl. For AFPSP (TOHS Eng. Proj. 04-031)

Expense			
Account #	Account Description	Increase	Decrease
45-814 90.05	Project Account - Capital Outlay Land	\$ 2,608,102	
45-814 82.97	Project Account - Contingency	\$ 255,398	
Total Expense:		\$ 2,863,500	\$ -

Revenue			
Account #	Account Description	Increase	Decrease
45-814 355.05	LGC Loan - Installment Financing	\$ 2,863,500	
Total Revenue:		\$ 2,863,500	\$ -

Department Head Signature (or electronic submission)

Finance Director Signature (if necessary)

Town Manager Signature (if necessary)

Council Approved/Notified (if necessary)

Town Manager is authorized to transfer within a department without prior approval of Town Council.

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.



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 22.

New Business

Title: Fire Truck Installment Financing and Bid Award

Strategic Priority Area: Organizational Excellence

Safe & Friendly

Staff Resource: Patty Dressen, Finance

Action(s):

- Reject the lowest bid for being unresponsive;
- Award/Deny/Defer bid for Fire Tiller Truck and authorize the Town Manager to finalize and execute a contract with Atlantic Emergency Solutions;
- Adopt Resolution 20-04 awarding bid to JP Morgan Chase Bank for financing terms of Fire Tiller Truck;
- Approve / deny budget amendment for \$1.2 million to Fire Capital Outlay for the purchase of a Tiller Truck.

Explanation:

- Bids for the purchase of the fire truck were received. Bid opening was held on Tuesday July 28th at 3 P.M. in Council chambers.
- Bank Request for Proposals (RFP) were also posted. JP Morgan Chase Bank was chosen. Interest Rate is 1.32% over 10 year period. The initial period was 7 years but after working with our financial advisor, it was determined that it was more feasible and economical to extend the life of the loan.
- This type of truck has a useful life of approximately 15 to 20 years.
- Council is being requested to award bid to Atlantic Emergency Solutions and approve resolution in the form presented.

Background:

- A tiller fire truck is specifically designed for enhanced maneuverability - particularly making tight turns. The truck is comprised of a tractor that pulls a 107' aerial ladder trailer.
- The tiller truck will improve the Fire Department's capabilities in reaching apartment buildings, town homes, some types of single-family residences, and multi-story commercial structures.
- A tiller truck has two separate steering wheels for the front and back. This configuration makes this piece of apparatus more maneuverable in crowded or narrow residential subdivisions and apartment complexes. Additionally, this truck has ample storage capacity for tools, equipment and ladders needed on emergency scenes.
- Twelve to fifteen new firefighters will be needed to staff the tiller truck, and these will be introduced as part of the Fiscal Year 2021-22 budget and/or Fiscal Year 2022-23 budget

recommendation, depending on the delivery date of the truck.

Funding Source(s):

\$1.2 million Installment Financing/Debt Service Funds

Attachment(s):

1. Picture of Tiller Truck
2. Financing contract fire truck Holly Springs Aug 10
3. Resolution 20-24 Approving Financing Terms New Fire Truck
4. Fire Tiller Truck Budget Amendment
5. Bid Tab Tiller Fire Truck 8.13.20



s☆h draft of Aug 10 – Fire truck

Town of Holly Springs, North Carolina

and

JPMorgan Chase Bank, NA

Installment Financing Contract

Installment Financing Contract

THIS INSTALLMENT FINANCING CONTRACT (the “Contract”) is dated as of August 20, 2020, and is between the **TOWN OF HOLLY SPRINGS, NORTH CAROLINA**, a municipal corporation of the State of North Carolina (the “Town”), and **JPMorgan Chase Bank, NA** (the “Lender”).

RECITALS:

The Town has previously determined to carry out a plan (the “Project”) to acquire and finance a new tractor-drawn 105” aerial apparatus (Tiller) truck for use by the Town’s fire department, as more fully described on Exhibit A, and to pay related financing costs. The Lender has agreed to advance funds to the Town for this purpose.

This Contract provides for the Lender’s advance of funds, and the Town’s obligation to repay the funds with interest. In accordance with the Town’s authority under Section 160A-20 of the North Carolina General Statutes, the Town will secure its obligations under this Contract by granting to the Lender a security interest in the “Tiller Truck,” as defined below.

Unless the context clearly requires otherwise, capitalized terms used in this Contract and not otherwise defined have the meanings set forth in Exhibit B.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained in this Contract, the parties agree as follows:

ARTICLE I

SECURITY PROVIDED BY THIS CONTRACT; ADVANCE

1.1. Security for Payment and Performance. This Contract secures the Town's payment, as and when the same become due and payable, of all amounts payable by the Town and the Town's timely compliance with all terms, covenants and conditions of this Contract.

1.2. Advance. The Lender advances \$1,200,000 (the "Amount Advanced") to the Town, and the Town accepts the Amount Advanced. The Lender will make this advance by making a Federal Reserve wire transfer, or other transfer of immediately available funds, on the Closing Date to a bank account in the United States designated by the Town to the Lender. The Town will use the Amount Advanced only to pay Project Costs.

1.3. UCC Security Agreement. This Contract is intended as and constitutes a security agreement pursuant to the UCC with respect to the aerial apparatus truck to be acquired with the Amount Advanced, as further described on Exhibit A, all other property acquired by the Town with funds advanced by the Lender pursuant to this Contract and all personal property obtained in substitution or replacement for any portion of that property, and all proceeds of the foregoing (collectively, the "Tiller Truck").

The Town hereby grants to the Lender a security interest in the Tiller Truck to secure all amounts payable by the Town and the Town's timely compliance with all terms, covenants and conditions of this Contract. The name and address of the Town, as debtor, and the Lender, as secured party, are set forth in Section 12.1.

The Town agrees to execute, deliver and file, or cause to be filed, in any place or places as may be requested by the Lender, financing statements (including any continuation statements) in such form as the Lender may reasonably request to evidence the security interests provided for in this Section.

To the extent the Tiller Truck constitutes a motor vehicle subject to the titling requirements of N.C. Gen. Stat. Chapter 20, the Town shall submit an application for notation of a security interest in favor of the Lender with the Division of Motor Vehicles accompanied by the existing certificate of title in accordance with the procedures set out in N.C. Gen. Stat. Section 20-58, and take such other steps as may be required to evidence the Lender's security interest in the Tiller Truck.

When the Town has paid all the Installment Payments and there are no due and unpaid Additional Payments, the security interests provided for in this Contract terminate. At that time, the Lender will take all action required by law or reasonably requested by the Town to cancel any financing statements, cancel any notations of lien on vehicle titles, or otherwise to evidence the end of the security interests.

ARTICLE II

CONTRACT PAYMENTS

2.1. Installment Payments. The Town will repay the Amount Advanced by making Installment Payments in lawful money of the United States at the times and in the amounts set forth in Exhibit C. As indicated in Exhibit C, the Installment Payments include designated interest components accruing at an annual rate of 1.32%, subject to adjustment as provided in this Contract. The Town will make its payments by Federal Reserve wire transfer, or other transfer of immediately available United States funds, in either case sent on the payable date directly to the Lender at such address or bank account in the United States as the Lender may designate from time to time.

2.2. Additional Payments. The Town will pay all Additional Payments on a timely basis directly to the person or entity to which it owes the payment in lawful money of the United States. If the Town fails to pay any Additional Payment when due, the Lender may (but is not required to) pay the Additional Payment. The Town then agrees to reimburse the Lender for any Additional Payment paid by the Lender, together with interest at an annual rate equal to 4.00%.

2.3. No Prepayment. The Town may not prepay any part of the outstanding principal component of the Amount Advanced in advance of the scheduled principal payment dates, for any reason.

2.4. Interest Rate and Payment Adjustment. (a) In the event of a Determination of Taxability, the interest rate relating to the repayment of the Amount Advanced, from and after the Inclusion Date, shall be adjusted to preserve the Lender's after-tax economic yield with respect to the interest components of the Installment Payments. In addition, the Town shall pay to the Lender (i) any amount necessary to reimburse the Lender for any interest, penalties, or other charges assessed by the Internal Revenue Service or the Department of Revenue by reason of the Lender's failure to include the interest portion of the Installment Payments in its gross income for income tax purposes, and (ii) upon request of the Lender, additional interest as a result of the increase in the interest rate on all previous payments made by the Town after the Inclusion Date. In the event of a Determination of Taxability, the Lender shall provide the Town with a new

installment payment schedule reflecting the new interest rate, which will replace the installment payment schedule set forth in Exhibit C.

(b) The Town represents that (i) it is a governmental unit with general taxing powers, (ii) none of the Obligations constitutes a “private activity bond” within the meaning of the Code, and (iii) 95% or more of the net proceeds advanced to the Town under this Contract are to be used for local governmental activities of the Town. The Town also represents that it has designated the Obligations as “qualified tax-exempt obligations” for the purposes of the Code. If the Town breaches either of these representations, the interest rate payable under this Contract shall be adjusted to preserve the Lender’s after-tax economic yield with respect to the interest component of the Installment Payments, taking into account any interest expense deductions lost by the Lender as a direct or indirect result of the Town’s actions. In addition, the Town shall pay to the Lender (i) any amount necessary to reimburse the Lender for any interest, penalties, or other charges assessed by the Internal Revenue Service and the Department of Revenue by reason of such loss of bank qualification, and (ii) upon request of the Lender, additional interest as a result of the increase in the interest rate on all previous payments made by the Town since the effective date of the loss of such interest expense deductions. In such event, the Lender shall provide the Town with a new installment payment schedule which reflects the new interest rate, which will replace the installment payment schedule set forth in Exhibit C.

(c) The Town shall promptly notify the Lender in writing upon the Town’s receipt of any notice or information from any source whatsoever to the effect that an Event of Taxability, a Determination of Taxability or any event affecting the bank-qualified status of the Obligations has occurred.

2.5. No Reduction or Abatement. The Town remains liable for full performance of all its covenants under this Contract (subject to the limitations described in Article XI), notwithstanding the occurrence of any event or circumstances whatsoever, including any of the following:

(a) Any act or omission by the Lender, or the Lender’s waiver of any right granted or remedy available to it;

(b) The forbearance or extension of time for payment or performance of any obligation under this Contract, whether granted to the Town or any other person;

(c) The sale or release of all or part of the Tiller Truck or the release of any party who assumes all or any part of the Town's performance; or

(d) Another party's assumption of any of the Town's obligations under the Contract.

There will be no abatement or reduction of the Installment Payments or Additional Payments by the Town for any reason, including, but not limited to, any defense, recoupment, setoff, counterclaim, or any claim arising out of or related to the Tiller Truck. The Town assumes and will bear the entire risk of loss and damage to the Tiller Truck from any cause whatsoever, it being the parties' intention that the Town will make all the Installment Payments in all events unless the Town's obligation is terminated as provided in this Contract.

2.6. Appropriations.

(a) The Town will cause the officer who prepares the draft Town budget initially submitted for Town Council consideration to include in the initial proposal each year the amount of all Installment Payments and estimated Additional Payments coming due during the Fiscal Year to which the budget applies. Notwithstanding that the initial proposed budget includes an appropriation for Contract Payments, the Town Council may determine not to include the appropriation (in whole or in part) in the final Town budget for any Fiscal Year, or may amend an adopted budget to reduce or delete an approved appropriation.

(b) (i) If for any Fiscal Year the Town adopts an annual budget that does not appropriate (for that purpose) an amount equal to the Installment Payments and estimated Additional Payments coming due during that Fiscal Year, then the Town will send notice of this failure to the Lender and the LGC within ten days after the adoption of that budget.

(ii) If for any Fiscal Year the Town has not adopted an annual budget that appropriates (for that purpose) an amount equal to the Installment Payments and estimated Additional Payments coming due during that Fiscal Year within 15 days after the beginning of any Fiscal Year, then the Town will send notice of this failure to the Lender and the LGC within an additional ten days.

(iii) Similarly, if at any time the Town amends the annual budget to reduce the amounts appropriated for Contract Payments below the amounts expected to be required for the remainder of that Fiscal Year, then the Town will send notice of this amendment to the Lender and the LGC within ten days.

(iv) The Town shall send notices intended for the LGC to the attention of its Secretary, at 3200 Atlantic Avenue, Longleaf Building, Raleigh NC 27604, or any other address the LGC may from time to time make generally known as an address for written communication with the LGC.

ARTICLE III

TOWN'S RESPONSIBILITIES

3.1. Care and Use. The Town will use and care for the Tiller Truck in a careful and proper manner. The Town must keep the Tiller Truck in good condition, repair, appearance and working order for the purposes intended.

3.2. Risk of Loss. The Town bears all risk of loss to and condemnation of the Tiller Truck.

3.3. Lender's Performance of Town's Responsibilities. The Lender may, but is in no event required to, (a) undertake any performance required of the Town or (b) make any payments required to be made by the Town, in either case for the insurance, maintenance or preservation of the Tiller Truck that the Town fails to make or pay. The Town must then reimburse the Lender for any such payments and for any associated costs and expenses, legal or otherwise, together with interest at an annual rate equal to 4.00%, all as Additional Payments under this Contract.

3.4. Compliance with Requirements. The Town will promptly and faithfully comply with all requirements of governmental authorities relating to the use or condition of the Tiller Truck, the violation of which would adversely affect the use, value or condition of the Tiller Truck, whether or not any requirement necessitates structural changes or improvements or interfere with the use or enjoyment of the Tiller Truck (or be diligently and in good faith contesting those requirements). Unless required by applicable law or unless the Lender has otherwise agreed in writing, the Town will not use the Tiller Truck for any purposes other than those for which the property was intended as of the Closing Date.

The Town will in no event use the Tiller Truck, or any portion, nor allow any of them to be used, (a) for any unlawful purpose, (b) in violation of any permit, license, or certificate, or (c) in violation of any law, ordinance or regulation.

3.5. Use and Operation of Tiller Truck. The Town will use and operate the Tiller Truck for its intended public purpose, and for no other purpose unless required by law. The Town will be solely responsible for the operation of the Tiller Truck, and will not contract with any other person or entity for such operation.

3.6. Modification of Tiller Truck; Installation of Equipment and Machinery. The Town has the right to make modifications and improvements to the Tiller Truck, at its own cost and expense. These changes, however, must not damage the Tiller Truck or result in the use of the Tiller Truck for purposes substantially different from those contemplated on the Closing Date. Further, the Tiller Truck, upon completion of the changes, must be of a value not less than the value of the Tiller Truck immediately prior to making the changes. Further, those modifications will be included in the security interest in the Tiller Truck granted to the Lender in Section 1.3.

The Town may also, from time to time in its sole discretion and at its own expense, install machinery, equipment and other tangible property in or on the Tiller Truck. Neither the Lender nor any assignee will have any interest in any such installed property if that property can be removed without damage to the Tiller Truck.

3.7. Taxes and Other Governmental Charges. If the Tiller Truck (or any portion) are, for any reason, deemed subject to taxation, assessments or charges lawfully made by any governmental body, the Town will, during the Contract term, pay the amount of all such taxes, assessments and governmental charges as Additional Payments. With respect to special assessments or other governmental charges which may be lawfully paid in installments over a period of years, the Town is obligated to provide for Additional Payments only for the installments that are required to be paid during the Contract term. The Town must not allow any liens for taxes, assessments or governmental charges with respect to the Tiller Truck (or any portion) to become delinquent (including any taxes levied upon any portion of the Tiller Truck which, if not paid, will become a charge on any interest in the Tiller

Truck, or on the rentals and revenues derived under this Contract or from the Tiller Truck).

The Town may, at its own expense and in its own name, in good faith contest any taxes, assessments and utility and other charges. The Town may permit the charges to remain unpaid during the period of any contest and any appeal. If, however, the Lender notifies the Town that, in the opinion of independent counsel selected by the Lender the security afforded pursuant to this Contract will be materially endangered by nonpayment of any items, or that the Tiller Truck (or any portion) will be subject to loss or forfeiture, then the Town must promptly pay those items (but the payment will not in itself constitute a waiver of the right to continue to contest the charges).

3.8. Town's Insurance.

(a) Property Damage Insurance – The Town must, at its own expense, acquire, carry and maintain broad-form extended coverage property damage insurance with respect to the Tiller Truck in an amount equal to the total of the Amount Advanced. The property damage insurance with respect to the Tiller Truck must include coverage in favor of the Lender as a secured party.

(b) General Liability Insurance – To the extent permitted by law, the Town promises to acquire and maintain general liability insurance in forms and amounts reasonably acceptable to the Lender.

(c) Worker's Compensation Insurance – The Town will, at its own expense, acquire, carry and maintain worker's compensation insurance in the manner required by law.

(d) Additional Provisions:

(i) The insurance required by this Section must be maintained with generally recognized responsible insurers and may carry reasonable deductible or risk-retention amounts. The Town must provide copies of all such policies to the Lender upon request.

(ii) In the alternative, the Town may maintain the insurance required by subsection (a) and (b) above (A) by one or more blanket or umbrella insurance

policies or (B) by means of an adequate self-insurance fund or risk-retention program, or by participation in a group risk pool or similar program.

(iii) If the Town obtains blanket or umbrella coverage, the Town must provide to the Lender, upon the Lender's request, a certificate or certificates of the respective insurers evidencing such coverage and, with respect to property insurance, stating the amount of coverage provided with respect to the Tiller Truck (or any covered portion). If the Town provides for any such alternative risk management programs, the Town's risk manager or an independent insurance consultant must review the programs annually for sufficiency. The Town must provide to the Lender evidence as to the sufficiency of any alternative program as the Lender may reasonably request.

(e) The Town may settle or adjust insurance claims in its discretion, except that no Town agent or employee will have the power to adjust or settle any property damage loss greater than \$100,000 with respect to the Tiller Truck, whether or not covered by insurance, without the Lender's prior written consent. The Lender and the Town will cooperate fully with each other in filing any claim or proof of loss with respect to any insurance policy described in this Contract.

(f) The Lender will not be responsible for the sufficiency or adequacy of any required insurance and will be fully protected in accepting payment on account of such insurance or any adjustment, compromise or settlement of any loss agreed to by the Lender.

ARTICLE IV

TITLE; LIENS

4.1. Title. Title to the Tiller Truck and any and all additions, repairs, replacements or modifications thereto will always be in the Town, subject to the lien of this Contract.

4.2. Encumbrance, Mortgage or Pledge of Tiller Truck.

(a) The Town will not permit any lien to be perfected or remain against the Tiller Truck (or any portion). If the Town, however, first notifies the Lender of the Town's intention to do so, the Town may in good faith contest any mechanic's or other lien filed or perfected against the Tiller Truck (or any portion). In that event

the Town may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal. The Lender will cooperate fully with the Town in any contest, upon the request and at the expense of the Town.

(b) Except as provided in subsection (a) above, the Town will not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Tiller Truck. The Town will promptly, at its own expense, take such action as may be appropriate to discharge any such mortgage, pledge, lien, charge, encumbrance or claim not excepted above which it will have created, incurred or suffered to exist. The Town will not sell, lease or transfer any of the Tiller Truck.

(c) The Town will reimburse the Lender for any expense incurred by it to discharge or remove any such mortgage, pledge, lien, security interest, encumbrance or claim, together with interest at an annual rate equal to 4.00%.

ARTICLE V
CONDEMNATION OR LOSS OF TITLE;
USE OF NET PROCEEDS

5.1. Damage, Destruction or Condemnation. The Town will promptly notify the Lender if any of the following events (an “Equipment Loss Event”) occurs:

(a) the Tiller Truck (or any portion) is destroyed or damaged by fire or other casualty,

(b) any governmental authority takes, or notifies the Town of any intent to take, title to, or the temporary or permanent use of the Tiller Truck (or any portion), or the estate of the Town or the Lender in the Tiller Truck (or any portion), under the power of eminent domain,

(d) a material defect in the Tiller Truck becomes apparent, or

(d) title to or the use of all or any portion of the Tiller Truck is lost by reason of a defect in title.

Each notice must describe generally the nature and extent of such damage, destruction or taking. The Town will provide any additional information concerning such matter as the Lender may reasonably request.

The Town will file its claims under insurance coverages and claims for awards or payments in the nature of condemnation awards resulting from any such damage, destruction or taking. The Town will prosecute all such claims for such awards or payments in good faith and with due diligence. Any Net Proceeds received by the Town as a result of such claims will be used as provided in Section 5.2.

5.2. Security Interest in Net Proceeds; Deposit and Disbursement.

(a) If the Net Proceeds arising from any single Equipment Loss Event, or any single series of related Equipment Loss Events, is not more than \$100,000, then the Town has no obligation to account to the Lender or any other person or entity with respect to the use of those Net Proceeds. The Town, however, acknowledges that its use of funds may be constrained by the requirements of the Code and the Town's covenants and representations in Section 6.1(i).

(b) If the Net Proceeds arising from any single Equipment Loss Event, or any single series of related Equipment Loss Events, is more than \$100,000, then the Town grants a security interest in the Net Proceeds to the Lender to secure the Town's obligations under this Contract, subject to the further provisions of this Section. This Contract is intended as and constitutes a security agreement with respect to this security interest in the Net Proceeds. All Net Proceeds remain subject to the security interest provided for in this subsection until expended in compliance with this Contract.

(c) If the amount of Net Proceeds received by the Town from any single event or any single series of related events is more than \$100,000 but less than \$1,000,000, the Town will retain the Net Proceeds and promptly apply those amounts toward the repair, restoration or replacement of the Tiller Truck with respect to which the Town received those Net Proceeds, to the extent that can be accomplished with those amounts.

(d) If the amount of Net Proceeds received by the Town from any single event or any single series of related events is at least \$1,000,000, the Town will

cause those Net Proceeds to be paid to the Lender, as an escrow agent (or to some other bank, trust company or similar entity exercising fiduciary responsibilities and reasonably acceptable to the Lender to act as escrow agent) for deposit in a special escrow fund to be held by the escrow agent and disbursed by the escrow agent pursuant to requisitions in form and substance reasonably acceptable to the Lender. The Town will then promptly apply those amounts toward the repair or restoration of the Tiller Truck, to the extent that can be accomplished with those amounts.

(e) In the case of any use of Net Proceeds for repair, restoration or replacement, the Town must act with due diligence and in a commercially reasonable manner to provide for the repair, restoration or replacement. After the Town has finished applying Net Proceeds to repair or restoration, the Town will promptly report to the Lender regarding the use of those Net Proceeds.

(f) The Town is not entitled to any reimbursement of any supplemental funds it provides to make repairs, replacements or restoration under this subsection, nor is the Town entitled to any postponement or diminution of its obligation to make Contract Payments because of any contribution. Any repair or replacement paid for in whole or in part out of Net Proceeds will be the Town's property and will be part of the Tiller Truck, and will be subject to the security interest granted under this Contract.

ARTICLE VI

TOWN'S WARRANTIES, REPRESENTATIONS AND COVENANTS

The Town makes the following statements of fact, with the understanding and intent that the Lender will rely on these statements in making its decision to enter into this Contract:

(a) The Town is a duly organized and validly existing municipal corporation of the State. The Town has all powers necessary to enter into the transactions and to carry out its obligations contemplated by this Contract.

(b) The Town will take no action that would adversely affect its existence as a municipal corporation in good standing in the State.

(c) The Town has duly and validly authorized, executed and delivered this Contract. Assuming due authorization, execution and delivery thereof by the Lender,

this Contract constitutes a valid, legal and binding obligation of the Town, enforceable in accordance with its terms, subject to bankruptcy, insolvency and other similar laws affecting the enforcement of creditors' rights generally and such principals of equity as a court having jurisdiction may impose.

(d) The Town requires no further approval or consent from any governmental authority with respect to the Town's entering into or performing under this Contract.

(e) No Town representation, covenant or warranty in this Contract is false or misleading in any material respect.

(f) The Town Council resolutions relating to the Town's performance of this Contract and the transactions contemplated in those documents have been duly adopted, are in full force and effect, and have not been in any respect modified, revoked or rescinded.

(g) The Town reasonably believes funds will be available to satisfy all of its obligations under this Contract.

(h) The Town has complied with all required public bidding and related procedures regarding the acquisition of the Tiller Truck.

(i) The Town will not take or permit, or omit to take or cause to be taken, any action that would cause its obligations under this Contract to be "arbitrage bonds" or "private activity bonds" within the meaning of the Code, or otherwise adversely affect the exclusion from gross income for federal income tax purposes of the designated interest component of Installment Payments to which such components would otherwise be entitled and, if it should take or permit, or omit to take or cause to be taken, any such action, the Town will take or cause to be taken all lawful actions within its power necessary to rescind or correct such actions or omissions promptly upon having knowledge thereof.

(j) The Town reasonably expects that the complete Project can be completed for a total price within the total amount of funds to be available from the Amount Advanced, income anticipated to be derived from the investment of those funds and other funds expected to be available for such purposes. If those amounts

are insufficient to pay all the Project Costs, the Town will pay any excess costs, with no resulting reduction or offset in the amounts otherwise payable by the Town.

(k) The Town expects that the Town will need and use the Tiller Truck continuously during the Contract term. The Town does not expect this need or use to diminish in any material respect during the Contract term.

(l) The Town will send the Lender a copy of the Town's audited financial statements for each Fiscal Year within 30 days of the Town's acceptance of the statements, but in any event within 270 days of the completion of the Fiscal Year. The Town shall also furnish the Lender, at such reasonable times as the Lender may request, all other financial information (including, without limitation, the Town's annual budget as submitted or approved) as the Lender may reasonably request.

(m) The Town acknowledges and agrees that (i) the transaction contemplated in this Contract is an arm's-length commercial transaction between the Town and the Lender and its affiliates, (ii) in connection with such transaction, the Lender and its affiliates are acting solely as a principal and not as an advisor including, without limitation, a "Municipal Advisor" as such term is defined in Section 15B of the Securities and Exchange Act of 1934, as amended, and the related final rules (the "Municipal Advisor Rules"), agent or a fiduciary of the Town, (iii) the Lender and its affiliates are relying on the bank exemption in the Municipal Advisor Rules, (iv) the Lender and its affiliates have not provided any advice or assumed any advisory or fiduciary responsibility in favor of the Town with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (whether or not the Lender, or any affiliate of the Lender, has provided other services or advised, or is currently providing other services or advising the Town on other matters), (v) the Lender and its affiliates have financial and other interests that differ from those of the Town, and (vi) the Town has consulted with its own financial, legal, accounting, tax and other advisors, as applicable, to the extent it deemed appropriate.

(n) The Town is not in default under any agreement or transaction in connection with any credit or guarantee of the Town.

(o) There is no litigation or any other proceeding before any court or governmental body or agency pending or, to the knowledge of the Town, threatened

against or involving the Town to restrain or enjoin the execution and delivery of this Contract, the transactions contemplated hereby or the performance of the Town's obligations hereunder.

ARTICLE VII

INDEMNIFICATION

To the extent permitted by law, the Town will indemnify, protect and save the Lender and its officers, employees, and directors, in all cases harmless from all liability and losses, including expenses and legal fees, expenses and costs, arising out of, connected with, or resulting directly or indirectly from or relating to the Tiller Truck or the transactions contemplated by this Contract, including without limitation the possession, condition, installation, construction or use of the Tiller Truck.

The Town has no obligation to indemnify any indemnified party for the gross negligence or intentional misconduct of the indemnified party or any of its employees or representatives. The Town's obligation to provide indemnification under this Article continues even after there is no longer any outstanding principal balance of the Amount Advanced and extends to any successor to the Lender.

ARTICLE VIII

DISCLAIMER OF WARRANTIES

The Town acknowledges as follows:

- (a) that the Lender has not designed the Tiller Truck;
- (b) that the Lender has not supplied any plans or specifications with respect to the Tiller Truck;
- (c) that the Lender is not a manufacturer of, nor a dealer in, any of the component parts of the Tiller Truck or any similar property;
- (d) that the Lender has not made any recommendation, given any advice nor taken any other action with respect to (i) the choice of any supplier, vendor or designer of, or any other contractor with respect to the Tiller Truck or any

component part thereof or any property or rights relating thereto, or (ii) any action taken or to be taken with respect to the Tiller Truck or any component part thereof or any property or rights relating thereto at any stage of the acquisition thereof;

(e) that the Lender has not at any time had physical possession of the Tiller Truck or any component part thereof or made any inspection thereof or any property or rights relating thereto; and

(f) that the Lender has not made any warranty or other representation, express or implied, that the Tiller Truck or any component part thereof or any property or rights relating thereto (i) will not result in or cause injury or damage to persons or property, (ii) has been or will be properly designed, or will accomplish the results which the Town intends therefor, or (iii) is safe in any manner or respect.

THE LENDER MAKES NO EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER WITH RESPECT TO THE TILLER TRUCK OR ANY COMPONENT PART THEREOF, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE MERCHANTABILITY OR THE FITNESS OR SUITABILITY THEREOF FOR ANY PURPOSE, and further including the design or condition thereof; the safety, workmanship, quality or capacity thereof; compliance thereof with the requirements of any law, rule, specification or contract pertaining thereto; any latent defect; the ability of the Tiller Truck to perform any function; that the Amount Advanced will be sufficient to pay all Project Costs; or any other characteristic of the Tiller Truck; it being agreed that the Town is to bear all risks relating to the Tiller Truck, the completion thereof or the transactions contemplated by this Contract, and the Town waives the benefits of any and all implied warranties and representations of the Lender.

The provisions of this Article will survive the Contract's termination.

ARTICLE IX

DEFAULT AND REMEDIES

9.1. Events of Default. An "Event of Default" is any of the following:

(a) The Town fails to make any Installment Payment when due.

(b) The occurrence of an Event of Nonappropriation.

(c) The Town breaches or fails to perform or observe any term, condition or covenant of this Contract on its part to be observed or performed, other than as referred to in subsections (a) or (b) above, including payment of any Additional Payment, for a period of 60 days after written notice specifying such failure and requesting that it be remedied has been given to the Town (by any person or entity), unless the Lender agrees in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in the notice cannot reasonably be corrected within the applicable period and the Town institutes corrective action within the applicable period, no Event of Default will be deemed to have occurred so long as the Town diligently pursues the corrective action.

(e) Proceedings under any bankruptcy, insolvency, reorganization or similar law are instituted by or against the Town as a debtor, or a receiver, custodian or similar officer is appointed for the Town or any of its property.

(e) Any lien, charge or encumbrance prior to or affecting the validity of the security interests granted to the Lender under this Contract is found to exist, or proceedings are instituted to enforce any lien, charge or encumbrance against the Tiller Truck and such lien, charge or encumbrance would be prior to the lien of those security interests.

(f) The Town shall fail to pay the principal of or the interest or any redemption premium on any general obligation bonds or notes of the Town as required by such bonds or notes or the documents providing for the issuance thereof.

(g) Any warranty, representation or statement made by the Town herein or any other document executed and delivered by the Town in connection herewith is found to be incorrect or misleading in any material respect as of the date made.

9.2. Remedies on Default. During the continuation of any Event of Default, the Lender may, without any further demand or notice, exercise any one or more of the following remedies:

(a) Declare the unpaid principal components of the Installment Payments, and the accrued interest thereon, immediately due and payable;

(b) Proceed by appropriate court action to enforce performance by the Town of the applicable covenants of this Contract or to recover for the breach thereof; and

(c) Avail itself of all other remedies available at law or equity, including foreclosure on the security interests created under this Contract.

The Lender's exercise of remedies is subject to the limitations set forth in Article XI.

9.3. No Remedy Exclusive; Delay Not Waiver. All remedies under this Contract are cumulative and may be exercised concurrently or separately. The exercise of any one remedy will not be deemed an election of such remedy or preclude the exercise of any other remedy. If any Event of Default occurs and is thereafter waived, such waiver will be limited to the particular breach so waived and will not be deemed a waiver of any other breach under this Contract.

ARTICLE X

ASSIGNMENTS

10.1. Town's Assignments. The Town may not sell or assign any interest in this Contract without the Lender's prior written consent.

10.2. Lender's Assignment. The Lender may, at any time and from time to time, assign all or any part of its interest in the Tiller Truck or this Contract, including, without limitation, the Lender's rights to receive Installment Payments. Any assignment made by the Lender or any subsequent assignee must not purport to convey any greater interest or rights than those held by the Lender pursuant to this Contract.

The Town agrees that this Contract may become part of a pool of obligations at the Lender's or its assignee's option. The Lender or its assignees may assign or reassign all or any part of this Contract, including the assignment or reassignment of any partial interest through the use of certificates evidencing participation interests in this Contract. Any assignment by the Lender may be only to a bank, insurance company, or similar financial institution or any other entity approved by the Town. Notwithstanding the foregoing, no assignment or reassignment of the Lender's interest in the Tiller Truck or this Contract will be effective unless and until the Town

receives a duplicate original counterpart of the document by which such assignment or reassignment is made disclosing the name and address of each such assignee.

The Town further agrees that the Lender's interest in this Contract may be assigned in whole or in part upon terms which provide in effect that the assignor or assignee will act as a collection and paying agent for any holders of certificates of participation in this Contract, provided the Town receives a copy of such agency contract and such collection and paying agent covenants and agrees to maintain for the full remaining term of this Contract a written record of each assignment and reassignment of such certificates of participation.

The Lender will not provide any disclosure document to any potential assignee providing information with respect to the Town (other than information that is publicly available) unless the Town expressly approves the use of that disclosure document.

The Town agrees to execute any document reasonably required in connection with any assignment. Any assignor must provide notice of any assignment to the Town, and the Town will keep a complete and accurate record of all assignments as required by the Code. After the giving of any such notice, the Town will thereafter make all payments in accordance with the notice to the assignee named therein and will, if so requested, acknowledge such assignment in writing, but such acknowledgment will in no way be deemed necessary to make the assignment effective.

Notwithstanding any of the foregoing, in no event will the Town ever be required to make Installment Payments to more than one person or entity on any payment date.

ARTICLE XI

TOWN'S LIMITED OBLIGATION

Notwithstanding any other provision of this Contract, the parties intend that this transaction comply with North Carolina General Statutes Section 160A-20. No deficiency judgment may be entered against the Town in violation of such Section 160A-20.

No provision of this Contract should be construed or interpreted as creating a pledge of the Town's faith and credit within the meaning of any constitutional debt limitation. No provision of this Contract should be construed or interpreted as an illegal delegation of governmental powers or as an improper donation or lending of the Town's credit within the meaning of the North Carolina constitution. The Town's taxing power is not and may not be pledged directly or indirectly or contingently to secure any moneys due under this Contract.

No provision of this Contract will be construed to pledge or to create a lien on any class or source of the Town's moneys (other than the Amount Advanced, any other funds in the Project Account and any Net Proceeds), nor will any provision of this Contract restrict the Town's future issuance of any of its bonds or other obligations payable from any class or source of the Town's moneys (except to the extent this Contract restricts the incurrence of additional obligations secured by the Tiller Truck).

To the extent of any conflict between this Article and any other provision of this Contract, this Article takes priority.

ARTICLE XII

MISCELLANEOUS

12.1. Notices.

(a) Any communication provided for in this Contract must be in writing (not including facsimile transmission or electronic mail).

(b) Any communication under this Contract will be sufficiently given and deemed given on the delivery date shown on a certified mail receipt, or a delivery receipt (or similar evidence) from a national commercial package delivery service, if addressed as follows:

(i) if intended for the Town, to Town Manager, Town of Holly Springs, Attention: Notice under 2020 Tiller Truck Financing Contract, 128 S. Main St., Holly Springs, NC 27540

(ii) if intended for the Lender, as follows:

Jeremy E. Fisher, Business Development Manager
Government & Not-For-Profit Banking
JP Morgan Chase Bank, N.A. -- Market Expansion
4350 Congress St., Floor 02
Charlotte, NC 28209
jeremy.e.fisher@chase.com

(c) Any addressee may designate additional or different addresses for communications by notice given under this Section to the other.

12.2. Non-Business Days. If the date for making any payment or the last day for performance of any act or the exercising of any right is not a Business Day, that payment may be made or act performed or right exercised on or before the next succeeding Business Day.

12.3. Governing Law. The parties intend that North Carolina law will govern this Contract and all matters of its interpretation. To the extent permitted by law, the parties agree that any action brought with respect to this Contract must be brought in the North Carolina General Court of Justice in Wake County, North Carolina.

12.4. Severability. If any provision of this Contract is determined to be unenforceable, that will not affect any other provision of this Contract.

12.5. Amendments. This Contract may not be modified or amended unless such amendment is in writing and signed by the Town and the Lender.

12.6. Binding Effect. Subject to the specific provisions of this Contract, this Contract will be binding upon and inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

12.7. No Third-Party Beneficiaries. There are no parties intended to be or which will be deemed to be third-party beneficiaries of this Contract.

12.8. Time. Time is of the essence of this Contract and each and all of its provisions.

12.9. Limitation on Liability of Officers and Agents. No officer, agent or employee of the Town or the Lender will be subject to any personal liability or accountability by reason of the execution of this Contract or any other documents related to the transactions contemplated by this Contract. Such officers, agents or employees will be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section will not relieve any such officer, agent or employee from the performance of any official duty provided by law.

12.10. Counterparts. This Contract may be executed in several counterparts, including separate counterparts. Each will be an original, but all of them together constitute the same instrument.

12.11. Definitions. Unless the context clearly requires otherwise, capitalized terms used in this Contract and not otherwise defined have the meanings set forth in Exhibit B.

[The remainder of this page has been left blank intentionally.]

IN WITNESS WHEREOF, the Town and the Lender have caused this instrument to be executed by duly authorized officers as of August 7, 2020.

ATTEST: (SEAL)

**TOWN OF HOLLY SPRINGS,
NORTH CAROLINA**

Linda McKinney
Town Clerk

By: _____
Randy Harrington
Town Manager

JPMORGAN CHASE BANK, NA

By: _____
[name/title]

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

Finance Officer
Town of Holly Springs, North Carolina

[Installment Financing Contract dated as of August 20, 2020]

Exhibits –

- A - Further definition of property being acquired
- B - Definitions
- C - Payment schedule

EXHIBIT A -
Further description of property being acquired

[to come]

EXHIBIT B – Definitions

For all purposes of this Contract, unless the context requires otherwise, the following terms have the following meanings:

“Additional Payments” means any amounts payable by the Town as a result of its obligations under this Contract (other than its obligation to pay Installment Payments), and any of the Lender’s expenses (including attorneys’ fees) in prosecuting or defending any action or proceeding in connection with this Contract and any taxes or any other expenses, including, but not limited to, the Lender’s administrative or legal costs, licenses, permits, state and local sales and use or ownership taxes or property taxes which the Lender is required to pay as a result of this Contract, and any inspection and reinspection fees (together with interest that may accrue on any of the above if the Town fails to pay the same, as set forth in this Contract).

“Amount Advanced” has the meaning assigned in Article I.

“Business Day” means any day on which banks in the State are not by law authorized or required to remain closed.

“Closing Date” means the date on which this Contract is first executed and delivered by the parties, which is expected to be on or about August 7, 2020.

“Code” means the Internal Revenue Code of 1986, as amended, including regulations, rulings and revenue procedures promulgated thereunder or under the Internal Revenue Code of 1954, as amended, as applicable to the Town’s obligations under this Contract. Reference to any specific Code provision will be deemed to include any successor provisions thereto.

“Contract Payments” means Installment Payments and Additional Payments.

“Determination of Taxability” means and shall be deemed to have occurred on the date when (a) the Town shall receive notice from the Lender that the Internal Revenue Service has assessed as includable in gross income the interest component of the Installment Payments made by the Town under this Contract and such assessment is due to the occurrence of an Event of Taxability or (b) the Town or the Lender shall receive notice from the Internal Revenue Service that the interest

component of the Installment Payments made by the Town under this Contract is includable in the gross income of the Lender for federal income tax purposes and such determination is due to the occurrence of an Event of Taxability.

“Event of Default” means one or more events of default as defined in Section 9.1.

“Event of Nonappropriation” means a failure by the Town Council to include funds for Contract Payments in the Town’s budget for any Fiscal Year, or any reduction or elimination of an appropriation for Contract Payments as further described in Section 2.6.

“Event of Taxability” means the occurrence or existence of any fact, event or circumstance caused by the failure of the Town to comply with any covenants in this Contract or any document or certificate executed by the Town in connection with the transactions contemplated by this Contract which has the effect of causing the interest component of the Installment Payments under this Contract to be includable in the gross income of the Lender for federal income tax purposes.

“Fiscal Year” means the Town’s fiscal year beginning July 1, or such other fiscal year as the Town may later lawfully establish, and also includes the period between the Closing Date and June 30, 2021.

“Inclusion Date” means the effective date that the interest component of the Installment Payments made by the Town under this Contract is includable in the gross income of the Lender as a result of a Determination of Taxability.

“Installment Payments” means the payments payable by the Town pursuant to Section 2.1.

“Net Proceeds” means all payments and proceeds derived from (a) claims made on account of insurance coverages required under this Contract, (b) any exercise of condemnation or eminent domain authority related to all or any portion of the Tiller Truck, (c) proceeds of title insurance related to the Tiller Truck, or (d) any sale of the Tiller Truck, as well as all judgments, settlements or other payments in lieu of any of the foregoing, in any case reduced by the sum of (i) all expenses (including attorneys’ fees and costs) incurred in the collection of such proceeds and (ii) all amounts

expended by the Town or the Lender to remedy the event giving rise to such proceeds, all of which amounts will be paid or reimbursed from the gross proceeds.

“Obligations” means the Town’s obligations to pay principal and interest to repay the Amount Advanced.

“Project Costs” means all capital costs of the Project as determined in accordance with generally accepted accounting principles and that will not adversely affect the exclusion from gross income for federal income tax purposes of the designated interest component of Installment Payments payable under this Contract, including (a) sums required to reimburse the Town or its agents for advances made for any such costs, and (b) all costs related to the financing through this Contract and all related transactions.

“State” means the State of North Carolina.

“Town Council” means the Town’s governing Town Council as from time to time constituted.

“Town Representative” means the Town Manager, Town finance officer or any other person or persons at the time designated, by a written certificate furnished to the Lender and signed on the Town’s behalf by the Town Manager or the Town’s Mayor to act on the Town’s behalf to perform any act (or any specified act) under this Contract.

All references in this Contract to designated “Sections” and other subdivisions are to the designated sections and other subdivisions of this Contract. The words “hereof” and “hereunder” and other words of similar import refer to this Contract as a whole and not to any particular Section or other subdivision unless the context indicates otherwise. Words importing the singular number will include the plural number and vice versa. The use of the term “including” should be understood to mean “including, but not limited to.”

EXHIBIT C – Schedule of Installment Payments

Principal is payable in the amounts and on the dates as shown below. Interest is payable on each _____ 1 and _____ 1, beginning _____ 1, 20____.

Each portion of the Amount Advanced will bear interest from the Closing Date until paid. Interest is calculated at the annual rate of 1.32%, subject to adjustment as provided in this Contract. Interest will be calculated based on a 360-day year consisting of twelve 30-day months. The schedule below shows the expected interest payment amounts.

[To come.]



THE TOWN OF

Holly Springs

Resolution No. 20-24

Date Adopted: August 18, 2020

Effective Date: August 18, 2020

RESOLUTION APPROVING FINANCING TERMS AND DOCUMENTS FOR NEW FIRE EQUIPMENT ACQUISITION

WHEREAS, The Town of Holly Springs has previously determined to carry out a plan (the “Project”) to acquire a new tractor-drawn 105” aerial apparatus (Tiller) truck for use by the Town’s Fire Department. The Town has also determined to finance Project costs through the use of an installment financing, as authorized under Section 160A-20 of the General Statutes.

The Town has solicited competitive proposals from banks and other financial institutions to provide the desired financing, and JPMorgan Chase Bank, NA (the “Lender”) has submitted the best proposal.

This resolution provides the Town Council’s final approval of the financing terms and documents for the Project.

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

1. Determination To Proceed with Financing – The Town confirms its plans to undertake the Project. The Town will carry out the Project with financing from the Lender substantially in accordance with a financing proposal dated July 6, 2020.

Under the financing plan, the Lender will make funds available to the Town for use on Project costs. The Town will repay the amount advanced, with interest, over time. The Town will grant to the Lender a collateral interest in the new fire equipment to secure the Town’s repayment obligation.

2. Approval of Financing Contract; Direction To Execute Contract – The Council approves the form of the draft Installment Financing Contract submitted to this meeting that relates to the Lender’s financing of the fire equipment. The Council authorizes the Town’s Mayor and the Town Manager, or either of them, to execute and deliver the Financing Contract in its final form. The Financing Contract in its final form must be in substantially the form presented, with

Office of the Mayor

P.O. Box 8 • 128 S. Main Street • Holly Springs, NC 27540 •

www.hollyspringsnc.us

Email: dick.sears@hollyspringsnc.us

such changes as the Mayor or the Town Manager may approve. The execution and delivery of the Financing Contract by an authorized Town officer will be conclusive evidence of that officer's approval of any changes.

The Financing Contract in final form, however, must be consistent with the financing plan described in this resolution and must provide (a) for the amount financed by the Town not to exceed \$1,200,000, (b) for an annual interest rate not to exceed 1.32% (in the absence of default, or a change in tax status), and (c) for a financing term not to extend beyond December 31, 2030.

3. Officers To Complete Closing – The Council authorizes the Town Manager, the Finance Officer and all other Town officers and employees to take all proper steps to complete the financing in cooperation with the Lender and in accordance with this resolution.

The Council authorizes the Town Manager to hold executed copies of all financing documents authorized or permitted by this resolution in escrow on the Town's behalf until the conditions for their delivery have been completed to that officer's satisfaction, and then to release the executed copies of the documents for delivery to the appropriate persons or organizations.

Without limiting the generality of the foregoing, the Council specifically authorizes the Town Manager to approve changes to any documents previously signed by Town officers or employees, provided that the changes do not conflict with this resolution or substantially alter the intent from that expressed in the form originally signed. The Town Manager's authorization of the release of any document for delivery will constitute conclusive evidence of that officer's approval of any changes.

In addition, the Council authorizes the Town Manager to take all appropriate steps for the efficient and convenient carrying out of the Town's on-going responsibilities with respect to the financing of the Project. This authorization includes, without limitation, contracting with third parties for reports and calculations that may be required under this resolution or otherwise with respect to the Installment Financing Contract or the Project financing.

4. Resolutions as to Tax Matters – The Town will not take or omit to take any action the taking or omission of which will cause its obligations to pay principal and interest (the "Obligations") to be "arbitrage bonds," within the meaning of Section 148 of the "Code" (as defined below), or "private activity bonds" within the meaning of Code Section 141, or otherwise cause interest components of its installment payments to be includable in gross income for federal income tax purposes. Without limiting the generality of the foregoing, the Town will comply with any Code provision that may require the Town at any time to pay to the United States any part of the earnings derived from the investment of the financing proceeds. In this resolution, "Code" means the United States Internal Revenue Code of 1986, as amended, and includes applicable Treasury regulations.

5. Obligations are “Bank-Qualified” – The Town designates its payment Obligations as "qualified tax-exempt obligations" for the purpose of Code Section 265(b)(3), which provides certain tax advantages for financial institutions providing financing to the Town.

6. Miscellaneous Provisions – The Council authorizes all Town officers and employees to take all further action as they may consider necessary or desirable in furtherance of the purposes of this resolution. The Council ratifies all prior actions of the Town officers and employees to this end. Upon the absence, unavailability or refusal to act of the Town Manager, the Mayor or the Finance Officer, any other of those officers may assume any responsibility or carry out any function assigned in this resolution. The Council authorizes the Clerk to apply the Town’s seal, and to attest to the seal, on any document related to the purposes of this resolution. In addition, the Mayor Pro Tem or any Deputy or Assistant Clerk to the Council may in any event assume any responsibility or carry out any function assigned to the Mayor or the Clerk, respectively, in this resolution. All other Council proceedings, or parts thereof, in conflict with this resolution are repealed, to the extent of the conflict. This resolution takes effect immediately.

Adopted this, the 18th day of August, 2020.

ATTEST:

Dick Sears, Mayor

Linda C. McKinney, Town Clerk

Town of Holly Springs 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, 2021.

Department: Fire Department **Date:** 8/18/2020

Reason for Budget Amendment:

Installment Financing for Purchase of Tiller Truck

Expense			
Account #	Account Description	Increase	Decrease
10-420 90.02	Fire Department - Capital Outlay Vehicles	\$ 1,200,000	
Total Expense:		\$ 1,200,000	\$ -

Revenue			
Account #	Account Description	Increase	Decrease
10 355.05	General Fund - Installment Financing	\$ 1,200,000	
Total Revenue:		\$ 1,200,000	\$ -

Department Head Signature (or electronic submission)

Finance Director Signature (if necessary)

Town Manager Signature (if necessary)

Council Approved/Notified (if necessary)

Town Manager is authorized to transfer within a department without prior approval of Town Council.

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.

HOLLY SPRINGS AERIAL FIRE APPARATUS 7/30/2020

NAME OF BIDDER	BID BOND	RESPONSIVE TO SPECS	BID
Atlantic Coast Fire Trucks	YES	YES	1,358,203
C.W. Williams	YES	NO*	1,256,227
Atlantic Emergency Solutions	YES	YES	1,344,777

*Bid did not include 105' Aerial Ladder as specified. Build time proposed exceeded other bidders build time.

Below is Value Engineering of Low Bid

Price of Reduction	Reduced Item	Adjusted Price
		1,344,777.00 (Starting Price)
-\$30,000.00 (adjusted for lower price) was \$33,000.00	Pre-Pay Discount	1,314,777.00
-\$40,000.00	Enforcer Cab and DD13 Motor	1,274,777.00
-\$13,661.00	Ground Ladders	1,261,116.00
-\$33,745.00	Generator	1,227,371.00
-\$12,000.00	Travel for Inspection	1,215,371.00
-\$4857.00	Portable Lights	1,210,514.00
-\$4705.00	Headsets	1,205,809.00
-\$4869.00	Headset Base Station	1,200,940.00
-\$1017.00	Stream lights	1,199,923.00
Final Amount		1,199,923.00