



Agenda

1. Call to Order
2. Pledge of Allegiance
3. Invocation
4. Adjustment and approval of February 21, 2023 meeting agenda

RECOGNITIONS

5. Swearing in of Council member Danielle Hewetson
6. Developmental Disabilities Awareness Proclamation
7. 2023 Year of the Trail Proclamation
8. Arbor Day Proclamation

REQUESTS AND COMMUNICATIONS

9. LaunchHOLLYSPRINGS Update
10. Annual Report from the Parks and Recreation Advisory Committee

PUBLIC COMMENT PERIOD

Notes on the Public Comment Period - Each speaker may speak up to 3 minutes, and the total comment period will be 15 minutes or less. Citizens should sign up with the Town Clerk to speak prior to the start of the meeting. Although the Council is interested in hearing your concerns, speakers should not expect Council action or deliberation on subject matter brought up during the Public Comment segment. Topics requiring further investigation will be referred to the appropriate town officials or staff and may be scheduled for a future agenda. Thank you for your consideration of the Town Council, staff, and other speakers.

CONSENT AGENDA

11. Approve the minutes of the January 10, 2023 workshop meeting, the January 17, 2023 business meeting, and the January 31, 2023 Joint meeting with Apex Town Council.
12. Monthly Budget Amendment Report
13. Ordinance Amendments for Electric Vehicle (EV) Parking Stations & Park Operations
14. Service Agreement for SCADA System Upgrades Phase 1
15. Middle Creek Greenway - Construction Contract Amendment/Change Order
16. Avent Ferry Road Widening Project - NCDOT Supplemental Agreement
17. Yard Waste Interlocal Agreement (ILA) Amendment with the Town of Apex
18. Amend Town Council Calendar of Meetings.
19. Voluntary Annexation A22-04 - Norris Crossing Subdivision

PUBLIC HEARINGS

20. Norris Crossing Subdivision 22-MAS-01 - Quasi-Judicial Public Hearing
21. Voluntary Annexation for 4200 Beech Creek Court - Legislative Public Hearing

OTHER BUSINESS

MANAGER'S REPORT

CLOSED SESSION -
ADJOURNMENT

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



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 5.

Recognitions

Title: Swearing in of Council member Danielle Hewetson

Strategic Priority Area: Organizational Excellence

Staff Resource: Linda McKinney, Town Clerk

Action(s):

Administer Oath to Council member Danielle Hewetson.

Explanation:

- Ms. Hewetson was appointed by Council on January 17, 2023 to fill a portion of Kristi Bennett's term until the next municipal election (November 2023).
- Council member Hewetson was administered the oath of office in a private setting on January 30, 2023 in order to commence her duties.
- The swearing in on February 21, 2023 provides a public, ceremonial opportunity to welcome Council member Hewetson and to introduce her to residents.

Background:

- In December 2022 Kristin Bennett announced that she was resigning due to a planned move out of town.
- State law directs the remaining Council members to appoint a replacement until the next municipal election.

Funding Source(s):

N/A

Attachment(s):

1. DH Oath

Town of Holly Springs



Oath of Office

Council Member

January 30, 2023

*"I, Danielle Hewetson do solemnly swear
that I will support and maintain
the Constitution and laws of the United States,
and the Constitution and laws of North Carolina
not inconsistent therewith,
and that I will faithfully discharge
the duties of my office as a Council Member
of the Town of Holly Springs, North Carolina,
So Help Me God."*

(North Carolina Constitution, Article VI, Section 7).

Attest

Danielle Hewetson
Council Member

Linda C. McKinney
Town Clerk



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 6.

Recognitions

Title: Developmental Disabilities Awareness Proclamation

Strategic Priority Area: Engaged, Healthy, & Active Community
Safe & Friendly

Staff Resource: Mayor Mayefskie

Action(s):

Proclaim March as Developmental Disabilities Awareness Month

Explanation:

- It is estimated that almost 200,000 people in North Carolina live with intellectual and other developmental disabilities.
- It is the responsibility of all people to recognize and acknowledge that it is not disabilities, but unjust societal barriers and attitudes that can keep individuals from realizing their full potential at school, work, home, and/or in their communities.
- Holly Springs seeks to be a welcoming place where all people can contribute.

Background:

- In 1987, Congress designated March as National Developmental Disabilities Awareness Month.

Funding Source(s):

N/A

Attachment(s):

1. Developmental Disabilities Awareness Month

Town of Holly Springs



A Proclamation By The Mayor

Developmental Disabilities Awareness Month

WHEREAS, Public Law 99-483, enacted by Congress in 1987, designated March as National Developmental Disabilities Awareness Month; and

WHEREAS, North Carolina is home to almost 200,000 people with intellectual and other developmental disabilities throughout all 100 counties; and

WHEREAS, it is the responsibility of all people to recognize and acknowledge that it is not disabilities, but unjust societal barriers and attitudes that can keep individuals from realizing their full potential at school, work, home, and/or in their communities; and

WHEREAS, Holly Springs seeks to be a welcoming place where all people can contribute, and thus all residents can contribute to improving the lives of people with developmental disabilities by becoming advocates and supporters of their increased independence, capacity, and leadership; and

WHEREAS, expecting and enabling people with developmental disabilities to function independently and productively within our societal and economic structures can strengthen our town in all areas, including public and private sectors;

NOW THEREFORE, I, Sean Mayefskie, Mayor of the Town of Holly Springs, North Carolina, do hereby proclaim March, 2023 as

Developmental Disabilities Awareness Month

in the Town of Holly Springs and call upon the people of Holly Springs to observe this month with appropriate programs, activities, and reflections.

Proclaimed this, the 21st day of February, 2023.

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 21st day of February, 2023.

Sean Mayefskie, Mayor



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 7.

Recognitions

Title: 2023 Year of the Trail Proclamation

Strategic Priority Area: Engaged, Healthy, & Active Community

Staff Resource: Matt Beard, Parks & Recreation

Action(s):

Proclaim 2023 Year of the Trail in Holly Springs

Explanation:

- The NC General Assembly designated 2023 as Year of the Trail in North Carolina to promote the vast network of trails that showcase the state's beauty, vibrancy and culture.
- NC Year of the Trail is the largest statewide celebration of trails and outdoor recreation in North Carolina history. Many communities, like Holly Springs, are planning events to raise awareness of local trails and parks.
- Goals for NC Year of the Trail include inspiring people of all ages, abilities, and backgrounds to try trails; boosting outdoor recreation tourism, promoting safe and responsible use of trails; and to advance diversity and inclusion on trails.
- Holly Springs has several events and activities planned to help celebrate and participate in this year-long initiative:
 - Over the course of the year, the town's website will feature new video clips of our trails and greenways
 - Staff will also host a social media campaign to encourage users via photos and video about how they use our local greenways for a chance to win some Holly Springs swag
 - New greenway identification markers will be installed later this spring on three of our most utilized segments
 - On March 20th, staff will lead a nature & history hike on the new natural surface trails at Mims Park
 - Staff is planning a Trail Scavenger Hunt on June 3rd in honor of National Trails Day
 - Staff is planning to coordinate a joint Mountain Biking ride with Wake Co. at Harris Lake Park later this fall

Background:

- The NC General Assembly NC designated 2023 as NC Year of the Trail, an effort led by the Great Trails State Coalition.

Funding Source(s):

N/A

Attachment(s):

1. Year of the Trail

Town of Holly Springs



A Proclamation By The Mayor

2023 Year of the Trail

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

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

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

WHEREAS, Holly Springs has committed to connecting our community through the expansion of its Greenway and Trail network within its jurisdiction and beyond through coordinated planning with its neighbors in Cary, Apex, Fuquay-Varina, Wake County and Harnett County; and

WHEREAS, trails offer quality-of-life benefits to all as expressions of local community character and pride, as outdoor workshops for science education, as tools for economic revitalization, as free resources for healthy recreation, as accessible alternative transportation, and as sites for social and cultural events; and

WHEREAS, the North Carolina General Assembly designated 2023 as the Year of the Trail in North Carolina to promote and celebrate the state's extensive network of trails that showcase our state's beauty, vibrancy and culture; and

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

NOW, THEREFORE, I, Mayor Sean Mayefskie hereby proclaim 2023 as

Year of the Trail

in Holly Springs, NC. And commend its observance to all citizens.

Proclaimed this, the 21st day of February 2023

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 21st day of February, 2023

Sean Mayefskie, Mayor



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 8.

Recognitions

Title: Arbor Day Proclamation

Strategic Priority Area: Engaged, Healthy, & Active Community

Staff Resource: Cheryl Caines, Development Services

Action(s):

Proclaim March 17th Arbor Day in Holly Springs

Explanation:

- March 17th (the first Friday following March 15) is Arbor Day in North Carolina.
- The Tree Advisory Committee will hold an event on Saturday, March 18th to celebrate Arbor Day, that includes giving away tree seedlings at the farmer's market.

Background:

- In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that Arbor Day be established for the planting of trees, and it was observed with the planting of more than a million trees in Nebraska.
- Holding an annual Arbor Day event is one of the requirements of Tree City USA designation. The Town of Holly Springs was recently awarded this designation for the fourth year in a row (First Award in 2019).
- The Tree City USA program has been greening up cities and towns across America since 1976 and provides the framework necessary for communities to manage and expand their community tree canopy.
- The Tree Advisory Committee is responsible for assisting with the planning of the annual Arbor Day event.

Funding Source(s):

N/A

Attachment(s):

1. 2023_ArborDay_Proclamation

Town of Holly Springs



A Proclamation By The Mayor

Arbor Day, March 17, 2023

WHEREAS, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS, Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

WHEREAS, trees in our town increase property values, enhance the economic vitality of business areas, and beautify our community, and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal, and

WHEREAS, The Town of Holly Springs has created a Tree Advisory Committee in support of National Arbor Day and Tree City USA to recognize the Town's efforts to enhance and preserve the Town's urban forest.

NOW, THEREFORE, I, MAYOR SEAN MAYEFSKIE, do hereby proclaim March 17, 2023 as

Arbor Day

in the Town of Holly Springs, and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

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 21st day of February, 2023.





Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 9.

Requests & Communications

Title: LaunchHOLLYSPRINGS Update

Strategic Priority Area: Economic Prosperity & Diversity

Staff Resource: Linda McKinney, Town Clerk

Action(s):

Receive report.

Explanation:

- Bob Shimmel, director of LaunchHOLLYSPRINGS, will update Council on the program over the past year, including the latest Cohort, the overall impact on Holly Springs job growth, and their plans for the coming year.

Background:

- LaunchHOLLYSPRINGS is a community-based program, chartered by Holly Springs Rotary Club, helping local entrepreneurs with limited access to resources to start and/or grow successful companies.
- The program specializes in serving underfunded, women, or minority-owned businesses.
- The Town has provided grants over the last several years, and a member of the Town's Economic Development Department has a seat on the board.

Funding Source(s):

N/A

Attachment(s):

None



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 10.

Requests & Communications

Title: Annual Report from the Parks and Recreation Advisory Committee

Strategic Priority Area: Engaged, Healthy, & Active Community

Staff Resource: LeeAnn Plumer, Parks & Recreation

Action(s):

Receive the 2022 Annual Report from the Parks and Recreation Advisory Committee as presented by Committee Chair, Susan Smith.

Explanation:

- As outlined in the Town Code of Ordinances, the Parks and Recreation Advisory Committee (PRAC) reports annually to the Town Council on the activities of the group.
- Susan Smith, PRAC Chair, will present the highlights of the Committee from calendar year 2022.
- The attached report outlines PRAC accomplishments and action items.

Background:

- The Parks and Recreation Advisory Committee (PRAC) has specific duties and responsibilities (in summary):
 - Serves at the pleasure of the town and advises town officials on issues related to parks and recreation, including program and facility needs, policies, finances, land acquisition, and disposal.
 - Serves as a liaison between town officials and the citizens, informs the public about the importance of park and recreation programs, assists in developing cooperative arrangements with other organizations, and helps recruit volunteer staff.
 - Responsible for maintaining high standards in park development and operation, evaluating programs and facilities, developing plans to meet present and future needs, and recommending rules and procedures for the use of public parks and facilities.
 - Present recommendations or reports, including an annual report, to the Town Council.

Funding Source(s):

N/A

Attachment(s):

1. Annual Report 2022 FINAL



**Town of Holly Springs
Parks and Recreation Advisory Committee
2022 Annual Report**

Per the Town [Ordinance](#), which establishes the Parks and Recreation Advisory Committee (PRAC), the purpose of the Committee is to provide representation for the citizens of Holly Springs in partnership with the Parks & Recreation Department and Town Council in promoting understanding, appreciation, participation and support in regards to matters related to parks, recreation programs, greenways, facilities, policies, and the long-range plan for parks and recreation.

In February, the Parks and Recreation Advisory Committee established several areas of focus for the calendar year 2022 which included:

- Invite parks and recreation staff to share program updates and project information with the PRAC throughout the year.
- Proactively engage the public for more input and feedback about parks and recreation needs. PRAC members will participate in three (3) Town events to be available to educate the public on the purpose of the PRAC and receive input.
- PRAC will review and recommend priority projects as outlined from the updated Parks, Recreation & Greenway Master to ensure access and availability of a variety of amenities to meet the growing town's needs. Recommendations will be shared with Town Council as appropriate.
- Engage a member from the newly formed Teen Recreation Advisory Council to participate on the PRAC as an ex-official member.
- Continue cross-communication with the Tree Advisory Committee and other Town-wide boards and committees.

The members of the PRAC are pleased to share the following accomplishments that were performed and achieved over the past year.

- PRAC members participated in the Farmers Market Info Day (Sept 24) and HollyFest (Oct 29), they were present to answer any questions the public had and were able to share the purpose of the Committee.
- The PRAC received updates from staff members on various topics including:
 - Adam Huffman – Updates on current and planned projects
 - Kristen Denton – Updates on programs, performances and events
 - Chris Champion -Updates on youth and adult athletics
 - Matt Beard – Updates on parks and greenway projects
 - Jessica Stygles – Updates on the Farmers Market operations
 - Cheryl Caines (Development Services) – Update on the Tree Advisory Committee work
- PRAC heard a request from an individual to add two additional horseshoe pits at Womble Park.
- The PRAC received information on operating budget requests from the Department and concurred with the recreation investments discussion as presented at the 2022 Mayor & Council Retreat.
- The PRAC participated in a greenway tour in April to walk new connections and visualize new routes. Locations included:
 - Utley Creek Greenway – Phase 1 (Ballentine access)

- Utley Creek Greenway – Phase 2 (Holly Glen access point)
- Arbor Creek/Middle Creek Greenway – Lockley Rd Trailhead,
- Sunset Fairways/HS Rd Sidepath
- 540 Pedestrian Tunnel (WoodCreek neighborhood)
- Loews/Wildwood greenway connector
- Pecan Grove greenway connector
- Jones Park greenway – future connector to HS Road
- Ting Park to Oak Hall connector.
- PRAC has invited a member of the newly formed Teen Recreation Advisory Council (TRAC) to participate and attend PRAC meetings as an ex-officio member.
- Council Member Bennett, as the PRAC/Council Liaison, updated the Committee on the Council's direction to prepare for a fall 2023 parks bond referendum to support the new park and recreation center at Cass Holt Rd.
- PRAC members participated in several Tree Advisory Committee meetings and events and the newly formed Police-Community Advisory Group and the Downtown Village District Committee.
- The PRAC reviewed and made recommendations for a variety of parks and recreation policies including:
 - Scholarship/Fee Reduction Policy
 - Fee and Charges Policy/Cost Recovery
 - Facilities Naming Policy
 - Supported the new names of four greenways in town
- Received a presentation from Simple Gifts Community Garden for a partnership at Sugg Farm Park.
- PRAC reviewed the status of the recommendations from the 2020 Parks, Recreation and Greenways Master Plan and provided feedback on priority areas in preparation of the FY24 budget.
- PRAC decorated a tree and actively participated in WinterFest and Tree Trail at Ting.



Town of Holly Springs Parks and Recreation Advisory Committee
FY2022 Attendance

	July 2021 (SPECIAL MEETING)	August 2021	September 2021	October 2021	November 2021	December 2021	January 2022	February 2022	March 2022	April 2022	May 2022	June 2022
Susan Smith (C)		X	A	X	A	X	X	X	X	X	X	X
Jason Guetgemann (Co-C)		A	X	X	X	X	X	X	X	X	X	X
Tony McDermott		X	A	X	X	X	X	X	V	A	A	X
Val Atkinson		X	X	X	X	X	X	X	X	A	X	X
Stephen Brauer		X	A	X	A	A	X	A	A	A	X	X
Christopher Cook		A	X	A	X	X	X	X	X	X	A	X
Leonard Lloyd		X	X	X	X	X	X	X	X	X	X	X
Jodi Carey (S)		X	X	X	X	X	X	X	X	X	X	X
Scott Warner		X	X	A	X	X	X	X	A	A	X	X
Council Members		Villadsen	A	Villadsen	A	Bennett, Forrest	Forrest	Bennett	Forrest V - Bennett	Bennett	Bennett	Bennett

A = Absent
R = Resigned
T = Tardy
V = Attended Virtually (Zoom)



Town of Holly Springs Parks and Recreation Advisory Committee
FY2023 Attendance

	July 2022 - NO MEETING	August 2022	September 2022	October 2022	November 2022	December 2022	January 2023	February 2023	March 2023	April 2023	May 2023	June 2023
Susan Smith (C)		X	X	X	X	X						
Jason Guetgemann (Co-C)		X	X	X	A	X						
Sarah Larson		x	X	X	X	X						
Val Atkinson		X	X	A	X	A						
Stephen Brauer		A	X	X	X	A						
Christopher Cook		A	X	X	A	A						
Leonard Lloyd		X	X	X	A	X						
Jodi Carey (S)		X	X	A	X	X						
Scott Warner		X	A	x	A	X						
Council Members		Bennett	Bennett	A	Forrest	Bennett, Forrest						

A = Absent
R = Resigned
T = Tardy
V = Attended Virtually (Zoom)



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 11.

Consent Agenda

Title: Approve the minutes of the January 10, 2023 workshop meeting, the January 17, 2023 business meeting, and the January 31, 2023 Joint meeting with Apex Town Council.

Strategic Priority Area: Organizational Excellence

Staff Resource: Linda McKinney, Town Clerk

Action(s):

Approve the minutes of the January 10, 2023 workshop meeting, the January 17, 2023 business meeting, and the January 31, 2023 Joint meeting with Apex Town Council.

Explanation:

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

Background:

Funding Source(s):

N/A

Attachment(s):

1. 1.10.23 workshop minutes - DRAFT
2. 1.17.23 minutes - DRAFT
3. 1.31.23 joint meeting with Apex - DRAFT



MINUTES

The Holly Springs Town Council held a workshop meeting on Tuesday, January 10, 2023 at the Law Enforcement Center and via livestream. Mayor Mayefskie presided, calling the meeting to order at 6:00 p.m. A quorum was established as the Mayor and four Council members were present as the meeting opened.

Council Members Present in the room: Mayor Sean Mayefskie, Mayor Pro Tem Dan Berry, and Council members Aaron Wolff, Shaun McGrath, and Tim Forrest. There is a vacancy on the Council.

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; Corey Petersohn, Budget, Innovation and Sustainability; Mathew Mutter, IT; John Schifano, Town Attorney; Cassie Hack, Director of Communications and Marketing; Kendra Parrish, Executive Director of Utilities and Infrastructure; Chris Hills, Director, Development Services; Kimberly Keyes, Utilities and Infrastructure; Aaron Levitt, Utilities and Infrastructure; Rachel Ingham, Utilities and Infrastructure; Seann Byrd, Water Quality; LeeAnn Plummer, Director of Parks and Recreation and Interim Finance Director; Kristin Denton, Parks and Recreation; LeRoy Smith, Fire Chief; Irena Krstanovic, Director of Economic Development.

1. Overview: Randy Harrington, Town Manager, gave an overview of the meeting agenda.

2. Operations Center & Fire Station 3 Updates

Kimberly Keyes, Utilities and Infrastructure, said this item was an update on Fire Station #3 and the Operations Campus Phase 1. She showed the area where Fire Station 3 will be located and the coverage areas for all three stations. She then introduced Keith Carlyon from ADW Architects.

Mr. Carlyon showed the basic layout of the property. He talked about features of the construction, specifically sustainability features. He showed the floor plan and building features, and showed elevations from several angles.

Ms. Keyes shared the project budget, breaking it down into its components. She outlined areas of responsibility for Duke and for the Town, and then gave the anticipated construction schedule.

Adam Fouse of Samet Corporation discussed the benefits to the Town of using the Construction Manager at Risk model for the Fire Station, updated Council on what they have done to date, and identified potential challenges. He explained that one of the biggest things they will do for the town is to coordinate with the Duke contractor to make sure everything moves smoothly.

Mayor Mayefskie asked what was the property behind the fire station, and if it was developable. Ms. Keyes said it was owned by Wake County Schools and Duke Energy and that there would be a wooded buffer between the two. Mayor Mayefskie asked if there was a requirement to have four sides in brick. Mr. Fouse said that brick provides a lower maintenance cost for the price and the building will last longer.

MPT Berry asked what the square footage was for the police touch-down space. Mr. Fouse said it was close to 1,500 square feet. MPT Berry asked if the guaranteed maximum price (GMP) was still \$11.2 million. He was told that \$11.2 m was the total project budget and the construction GMP would be \$7.6 m.

Daniel Weeks, Assistant Town Manager, said that, due to activity in the area and problems with the current structure in use as Fire Station 3, that station would need to be temporarily relocated. He outlined the problems with the structure, with access water, and with road construction along Friendship Road. He said Fire Station 3 could be relocated into a temporary modular unit on the Fujifilm Diosynth Biotechnologies site and outlined cost estimate and revenue sources. He said this would come before Council at their January 17th business meeting. He showed where the station is and where the temporary location would be, pointing out all the new development and current construction in the area.

There was discussion about the nearby bridge on Holly Springs New Hill Road and its effect on the temporary location, as well as the call volume and response times. Chief Smith said that the temporary Fire Station 3 would be an engine company with four firefighters to begin with. The proximity to 12 Oaks and Fujifilm Diosynth Biotechnologies was discussed and the fact that FDB was letting the town use this part of their property free of charge. The lack of water at the current site and its availability at the new temporary site were also discussed.

Ms. Keyes said that next was the update on the Operations Campus, and she showed where it was located. Mr. Carlyon from ADW showed a “fly through” animation of the site and a site plan for the full buildout of the campus. He showed elevations of the administration building and the operations building from various angles. He then showed the lower level floor plan for the administration building and the ultimate build-out of the upper level. and a floor plan for the operations building. He showed elevations for the Fleet Service building, and the Customer Convenience Center.

Ms. Keyes explained all the other projects and partners the Town would need to coordinate with in building this campus and showed the route for the new southern access road and the utilities. She explained the phasing of the various projects in the area. Mr. Carlyon explained the value engineering and schematic design that have been done so far. He said currently they are working on the road extension and the laydown area. He said that if they do not do the Fleet Maintenance building in this phase, Fleet could expand into the existing public works building.

Mike Carliston, of Edifice Contractors, joined him to explain the value engineering process, and the benefits the Town has received through the Construction Manager At Risk model on the Operations Campus, updated Council on what they have done to date, and identified potential challenges including coordination with NCDOT’s Southern Access Rd and the current construction climate (material cost and material lead times).

Mayor Mayefskie asked if staff was involved with the numbers as the CMR brings trades on. Mr. Carliston said that there was constant communication with staff.

Ms. Keyes gave an overview of the project cost for the project, including some challenges and possible solutions to them. She also outlined some additional funding opportunities that staff is pursuing, including various grants and the Duke Energy Smart Saver Plan. Mr. Carliston then outlined the anticipated project schedule, with Phase 1A completed in October of 2023 and Phase 1B completed in the fall of 2025.

Council member Forrest said he liked how they were looking for ways to save costs, but he preferred not to be skimpy on solar and EV hook ups. He said they cost up front, but they pay for themselves quickly. He also would like them to look at the battery consumption piece of solar. Council member McGrath asked as staff was looking at cutting costs, that they look at long-term costs (i.e. maintenance costs) not just short-term costs.

3. Draft Utility Allocation Ordinance

Kendra Parrish, Executive Director of Utilities and Infrastructure, said the purpose of this item was to update Council on key areas of interest for the working draft of the Utility Allocation Policy. She gave a refresher for the audience of what a Utility Allocation Policy does and why one is needed. She outlined the treatment capacity at the Utley Creek Water Reclamation Facility, the permitted capacity and the current daily flow. She said that recent economic development successes had created a need for more water and water treatment capacity, more quickly than previously planned. She showed the current capacity vs. actual projected flow, including projects that are approved but not yet producing wastewater. She discussed the stakeholder input the Town has received regarding a Utility Allocation Policy. She said that staff has been working on drafting a policy over the past month, and that the purpose would be to readily assess the distribution of capacity; allocate and track capacity; and provide short- and long-range planning assistance for development proposals and land use plans.

Ms. Parrish outlined the proposed process, which would move the allocation earlier in the process, and provided historical flow information from 2015 to 2020. She then proposed three allocation scenarios and asked for Council feedback.

- Scenario A: split 300,000 equally between Operational Reserve, Non-Residential, and Residential (392 dwelling units);
- Scenario B: 100,000 Operational Reserve; 60,000 to non-residential; 140,000 Residential (549 dwelling units); and
- Scenario C: 100,000 Operational Reserve; 80,000 non-residential; and 120,000 residential (470 dwelling units.)

Ms. Parrish outlined some elements that could be included in the allocation policy that would move a project up the tiers. She outlined three proposed tiers of allocation, depending on where the property is located and how many allocation elements are included in the project. She said that a key element of the policy would be expiration. She proposed that the Utility Allocation should be utilized within 12 months of permit approval. If it is not, an extension could be requested if certain conditions are met, otherwise the allocation would be rescinded.

Ms. Parrish said that next steps are to continue working on a draft policy after receiving Council input, with anticipated adoption at the Town's February business meeting, and to continue quarterly reconciliations of "design flow" to "actual flow" to allow reallocation of permitted capacity to new development.

Mayor Mayefskie thanked the team for the hard work put in so far. Council member McGrath asked about Tier 3 in the ETJ, and if this would de-incentivize developers from wanting to come on to public utilities. He said he leans toward the 60/40 split of Scenario C. He said they could even take 20,000 off of the Operational Reserve and add it to another category the next year, rather than banking it in that category. Ms. Parrish said that as is the case in other communities, this would be a living document. Based on the market and timing of projects, they imagine revisiting it once a year and adjusting it to fit the situation. Randy Harrington, Town Manager, said that one thing to keep in mind was an Economic Development project the size of Amgen coming in could put us in need of 200,000, so banking unused allocation could help with that.

Council member Wolff said that the low number of residential units approved historically was 519. And it was 595 last year. So if we move to Scenario C, we would be capping residential growth. Water flow is not a one-to-one with our tax base. And we have met the 30/70 tax base. He said he would prefer moving toward more residential allocation so that we at least meet our current rate of residential growth. He leans towards Scenario B. He loves the incentives, because any tools we have to encourage developers to provide things that benefit residents are good.

The opinion of the Home Builders Association (HBA) was brought up and Ms. Parrish said that the HBA was in favor of a policy because it would protect their ability to receive allocation. Council member Wolff said he would like to see our current trends continue because otherwise the people who come to work at the Economic Development projects won't have anywhere to live and housing affordability will get worse.

Council member Forrest said he agreed with Council member Wolff about residential need. He asked Chris Hills, Director of Development Services how many projects were in the pipeline, residential and nonresidential. Mr. Hills said between 700 to 1200 units, but it was important to note that the phasing of development will make the development covered. A large project like Carolina Springs received a large allocation, but won't use it for ten years. When you phase that, it gives us some breathing room. A project spread over 4-6 years allows us to keep pace. Council member Forrest asked about the phasing process. Mr. Hills said that when a project comes in they would need to present a phasing plan, which spreads the need out. Council member Forrest asked the town attorney if there was any legal difficulty with requiring any of these elements. Mr. Schifano said the issue is whether you have the authority to require a developer to do something in order to receive water. There is case law that says utilities operate as a business so we can make business-type decisions. There is also an argument that you have no direct authority to do it. The general rule right now, is that if you have a policy you need to stick to it. There is not guidance on what that policy can contain. What will be important to nail down in this policy, will be the cost-effective ability to serve Tiers 1, 2, and 3. The phasing that Mr. Hills mentions is a solid tool. We will also need to expire people who don't abide by their phasing plan, which would free up allocation for the next project. What is important is that, if discretion is given to Council, there are guiding principles on how to exercise that discretion. Council member Wolff asked how this differed in a court of law from architectural requirements. Mr. Schifano said that N.C.G.S. 160D says that you can regulate land use for the health, safety, and welfare of the community. You don't have the ability to regulate architect standards in some situations. Your ability to regulate architectural standards in non-residential is expressly given to you. The ability to regulate water allocation is given through case law, it is not expressly given through statute. Council member Wolff asked how many other municipalities use elements like this in making allocations. Ms. Parrish said that almost all of them do. They have point systems that allocate more points for the types of elements we use.

Council member Forrest said we have an excellent plan put together by the team, but asked if there was a way the State water resources can review this for feasibility. Ms. Parrish said staff was open to anyone reviewing it. But we are talking about how we, as a town, want to grow and the state is not going to have a lot of input on that. We do reconcile our permit data with the State, so in essence they have reviewed our permitted data. We could have them take a look at this policy and see what they think. We want to become self-delegated. When you move into self-delegation you cannot permit more than 100% of what you have. We currently permit more than that because we know that timing will enter into it. The state is more restrictive when they give you delegation. Council member Forrest said he would like to have an external agency look at this and provide some thoughts. Not all towns do this, so he would like oversight by the State to make comments and recommendations. In general he leans to the 70/30 split with two caveats. He doesn't want to stymie economic development, and we need to move forward with the regional water initiatives.

MPT Berry said his biggest challenge with this is that we need to make tough decisions to throttle things in certain places. Adding more residential units in the area of town with the most developable land will not solve traffic problems. He thinks this ordinance might help Council do that, and preserve capacity for key projects that the town could embark on. He said that trying to cram a lot of strategic objectives into one policy gets confusing. Holly Springs has been successful with Economic Development and will continue to be so. With the limited

capacity we will have in the future, he said he leaned toward lower residential capacity moving forward.

Council member McGrath said that that is why he leans toward the lower residential numbers. Residential developers are not bringing the infrastructure needed to solve our traffic problems. He said Council needs to consider all the problems. He said that he thinks projects in the ETJ that do not contribute any infrastructure do contribute traffic and he thinks this disincentivizes those developers to connect to Town utilities.

Council member Wolff said that we all agree that traffic is bad and we need to address it. But he doesn't think that not building the homes will make traffic better. Only 80% of traffic on 55 is from in-town residents. So not building the homes will make the people who work here have to live elsewhere and travel farther, and congest Holly Springs' streets. He doesn't think throttling residential development is the way to manage infrastructure and traffic. We are not completing the job to make sure that those people can "live, work, play" in Holly Springs, which is another strategic goal that we have. We need to look at it holistically. He said that 33% of housing cost is the policies the Town makes. A lot of little decisions make big problems. He said that while this would not lower the housing costs dramatically, it would help.

Council discussed the frequency with which the policy would be reviewed and Council member Forrest asked for a quarterly update after each reconciliation. Council member McGrath said he thought a bi-annual update was frequent enough and Council member Wolff and Mayor Pro Tem Berry said they did not have a preference. Ms. Parrish and Mr. Harrington said that they would get together and come up with a plan for how best to update Council.

4. Sign Regulation

John Schifano, Town Attorney, said the purpose of this item was to discuss the town's current sign regulations in light of recent US Supreme Court rulings and receive guidance of future ordinance changes. He said the three issues to be resolved are aligning Town codes with the Supreme Court rulings, the proliferation of temporary signs, particularly in election season, and the location of sign regulations in two places – the UDO and Town Code.

Mr. Schifano explained *Reed v. Town of Gilbert* and what it said that applied to municipal sign regulations based on content (i.e. political signs vs. advertising signs) and *City of Austin v. Reagan Nat'l Adv.*, and what it said about an ordinance banning off-premise advertising signs. He outlined where the State authorizes municipalities to regulate signs and said that currently on-premise business signs are regulated through the UDO, while other types of signs are regulated through Town Code. He outlined the current ordinance around temporary signs in both residential and commercial locations, and the issue of property owner consent and the difficulties arising from that requirement. Mr. Schifano said that state statute NCGS 136-32 gives specific rules for political signs which, on the basis of the Reed decision is squarely unconstitutional because it is not content neutral. He said that some neighboring municipalities have complete bans on signs in the right-of-way, including for political signs. They allow six or eight on your property, where we only allow one. He said that Council might look at altering that requirement so that, for example, a resident could advertise a garage sale and support for a candidate at the same time.

Mr. Schifano proposed three possible actions Council could take: eliminating the distinctions in Town Code between off-premise and temporary signs and eliminating content distinctions; prohibiting temporary signs in the right-of-way; and/or eliminating one of the places that town sign regulations exist and housing them all in either the UDO or the Town Code.

Council member Wolff said that he would like to be as restrictive as possible in the right-of-way and as lenient as possible on residential lots. He said the signs have become an "arms race" and has gotten to the point where they are a nuisance and a traffic hazard. Everyone would be better off if we limit the number of signs. Town staff spends far too much time dealing with this during election season. We also get these complaints about signs. If we make it

uniform, so that the only signs are in front of the residents who support a candidate, they can still be used strategically. Everyone would benefit from this. He agrees that the NCDOT statute is unconstitutional and we should ignore it. He said that he was in northern Virginia during election season and they only had signs on residential properties and it was much more pleasing. The more we can do to decrease signs, the better. It has become a problem for staff. The more we can do to keep signs off town property, the better. Mr. Schifano said that staff has tried to be proactive about signs on town property, but because the Hunt Center was a voting site, there were different rules. We do not grant anyone the right to put signs on Town property. Council member Wolff said he thought requiring getting property owners' permission is also a good idea.

Council member Forrest said that every candidate has different levels of needs. Some are trying to do a grass roots campaign and need the signs. So as we write the policy, he would like to make it so that it offers the least burden possible to grassroots campaigns.

MPT Berry said he struggles to see the value of this conversation to our constituents. Regardless of whether we change our ordinance, staff is still going to get phone calls and emails. If we regulate it more, it will be more complaints to staff. He doesn't think a change to the ordinance will make a change in behavior.

Council member McGrath said there are occasional problems during campaign season. But he thinks this is seeking a solution that doesn't need to be solved, so why are we talking about it. Council member Wolff responded that there is a constitutional problem with the ordinance as it stands. Mr. Schifano said that the 1st and 3rd issues can be solved easily by rewriting the ordinance, but he needs to know what Council wants to do about temporary signs before he drafts a new ordinance. Right now, all signs should be out of the right-of-way except for 30 days before an election and 10 days after. There shouldn't be other temporary signs in the right-of-way because those are not allowed under the current code, although it is subject to constitutional challenge. He said his question to Council is whether they want no temporary signs at all, or no temporary signs except during election season. MPT Berry asked what the difference was between the UDO and Town Code regulations. Mr. Schifano said the UDO regulates permanent signs, and does not regulate signs in the right-of-way. Temporary signs are regulated under the Town Code, and that has to be changed to not discriminate based on content. His recommendation would be a complete ban in the right-of-way as the most likely to meet constitutional challenges.

Council member Forrest said he would like to clean up the ordinance by being hands off. Council member McGrath said he doesn't want to change the temporary sign ordinance unless the NCDOT ordinance is changed. Council member Wolff said that if we take care of items one and three but ignore two, we would be in compliance with state statute, but not the US Supreme Court decision. Mr. Schifano said we are not taking a position on the constitutionality of the state statute. One concern we have is that, if we maintain that the NCGS is unconstitutional and direct staff to pick up those signs, in theory it is a Class 1 misdemeanor. In theory, no one would enforce that, but we do not want to put the staff in that position. Chris Hills, Director of Development Services, said that the campaigns usually follow the DOT law, which does not exactly mirror our statute. The 40 days that this is an issue, it is a big issue. There are sight triangle issues and other safety-related issues. But outside of that the campaigns generally follow the state statute.

5. Draft Annual Retreat Agenda

Randy Harrington, Town Manager, presented a draft agenda for the Mayor and Council Annual Retreat that included a talk by Wilmington Mayor William Saffo; a design charrette on the Village District Area Plan; a discussion on the outlook of construction inflation and supply disruptions on the delivery of Town projects; the Debt Affordability outlook, Utility System needs; housing affordability; Strategic Plan updates, Trash/Recycling and Yard Waste updates; and

Stormwater user Rate structure. He asked if Council had any concerns or desires to do something different.

Council member Forrest asked if there was any appetite on moving up the ITS system earlier to help with congestion due to Fujifilm Diosynth Biotechnologies expecting 2000 more workers per day. MPT Berry suggested adding it to the Parking Lot. Council member Forrest asked about having a preliminary discussion at the retreat on the feasibility of funding school crossing guards until our roads get built out. Council member Wolff suggested a workshop prior to the budget discussion for this discussion. Council member Forrest asked if there was any appetite for spending funds for early voting during the municipal elections next year. MPT Berry said the cost/benefit has not been feasible over the past several municipal election cycles. Council member Forrest said we have grown significantly. Council member Wolff asked if we get better turn out if we have early voting in town. And he doesn't think we have a facility for it, compared to the Apex Community Center. The Town Clerk said she would reach out to the Board of Elections about deadlines and cost.

6. Open Discussion

Mayor Mayefskie said that we discussed pushing the closed session to Feb 7th for the evaluation of the Town Clerk and Town Attorney.

Action: Motion to amend the calendar of meetings to add a meeting on February 7, 2023 for the purpose of performing the annual evaluations of the Town Clerk and Town Attorney.

Moved by: Forrest

Second by: Berry

Vote: unanimous.

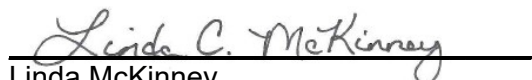
Mayor Mayefskie outlined some upcoming activities for ML King Day weekend.

Council member Forrest asked that Council have a quick discussion at the retreat or a workshop about a policy for public speaking. Part of it would be a process for someone in the audience who is having trouble hearing letting us know. We need to look at that. What is the best way to facilitate that.

7. Closed Session: none.

8. Adjournment: There being no further business for the evening, motion to adjourn was made by MPT Berry second by Council member McGrath and passed with a unanimous vote. The January 10, 2023 meeting of the Holly Springs Town Council was adjourned at 8:46 pm.

Respectfully Submitted on Tuesday, February 21, 2023.


Linda McKinney
Town Clerk



MINUTES

The Holly Springs Town Council met in regular session on Tuesday, January 17, 2023. Mayor Mayefskie presided, calling the meeting to order at 7 p.m. A quorum was established as the Mayor and four Council members were present in the Chamber as the meeting opened.

Council Members Present: Mayor Mayefskie, Mayor Pro Tem Dan Berry, Council members Aaron Wolff, Shaun McGrath, and Timothy Forrest. There is a vacancy on the Council.

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); Mathew Mutter, *IT*; Corey Petersohn, *Budget and Sustainability*; Chris Hills, *Director, Development Services*; Sean Ryan, *Development Services*; Cheryl Caines, *Development Services*; LeeAnn Plummer, *Director, Parks and Recreation and Interim Finance Director*; Tim Athy, *Utilities and Infrastructure*; Aaron Levitt, *Utilities and Infrastructure*; LeRoy Smith, *Fire Chief*; Cassie Hack, *Director, Communications & Marketing*; Paul Liquorie, *Police Chief*; Irena Krstanovic, *Director, Economic Development*; Kathy White, *Deputy Clerk*.

2. and 3. The Pledge of Allegiance was recited followed by an invocation by Pastor William F. Ball, of Holly Springs United Church of Christ.

4. Agenda Adjustment: The January 17, 2023 meeting agenda was adopted with changes, if any, as listed:

Motion: Berry
Second: McGrath
Vote: Unanimous

Public Comment: At this time, an opportunity was provided for members of the audience who had registered to speak to address the Council, and the Clerk was asked for any written comments received prior to the meeting.

The following public comments were received in writing: one comment from Darlene Agle asking Council to choose a new member who shared Kristi Bennett's values; one anonymous comment thanking Council for not signing on to the Wake County NDO.

The following comments were received in person:

Kimberly Day said she was here to say thank you on behalf of the Holly Springs High School Band fundraising group for the grant that was given in 2022. She invited Council to come to the band competition in February.

Duane Hanson said we love our town and want her to be a wholesome home to pets and people. He told a parable of reacting to adversity.

Beth Richardson passed.

Michael Hale read the Emperor's New Clothes. He said that people who deny reality are like the emperor in the story.

Rob Nester said he loved the comment from the story that a child looked and saw what was really there. He asked people to ask a child if we should love, include, and treat everyone fairly. And they will say yes. We teach our children to be kind. When we talk about the NDO, people have a lot of reasons why and why not to sign on. Often it is a moral or religious reason. Leviticus and Mark both tell us "Love thy neighbor as you love yourself." Inherent in that is to love yourself. Love the people around you and give them equal access. To say "I love everybody but I don't want to protect everybody" is wrong.

Jack Turnwald said they were here to share some information they researched for professional development, for which they made Holly Springs their subject. When they talked with the Mayor he told them he didn't know of any data. They gave stories that were told to them of discriminatory acts carried out on them in Holly Springs, including the use of the "N word" toward black people, and instances of LGBTQ people feeling unsafe. The women's pay gap is larger in Holly Springs than the global average, at 58 cents to the dollar compared to the 77 cents to the dollar global average. They listed difficulties faced by females in employment. The cost of housing in Holly Springs has made the town a gated community without a physical gate. There are significant disparities in the town. Please address them with the NDO.

Donna Friend said Council has seen her here many times asking them to pass the NDO. Rather than speaking again she asked all present who were in favor of the NDO to stand. A large number of people stood.

Kathy O'Dette passed.

Carrie Curtis said they were a resident of Holly Springs. They would like to call Holly Springs beautiful, but beauty is subjective and for them beauty is acceptance and sharing an outpouring of love to those around you. The lack of action from Council on adopting an Ordinance on nondiscrimination is ugly. It is not beauty, acceptance, or love. They said they didn't want to continue to call Holly Springs home if they were not supported by the community and those in charge. It is unfair. We want to treat everyone with kindness, fairness, and love. Please revisit, revamp, or draft your own NDO to make others feel welcome in Holly Springs.

Linda Hewitt said she was here as a fairly new resident who found a lot to love about Holly Springs. But it pains her that Holly Springs has so much potential to be a truly welcoming, lovely, small town where everyone can enjoy what we have here. With no exceptions. To reach our potential we need action, not words. Actions such as the NDO and anything else we can do to find out what the problems are, to listen to the people telling you what the problems are, and then to take action.

Steve Bergstrom said he had lived here for about 5 years. He said that at every level of government overabundant and redundant legislation historically leads to inequitable application of the law. In this case the law being debated is meant to protect residents from discrimination. He said there was no evidence of discrimination but social media posts. Debating this NDO opens the door to inequitable justice and discrimination. He said protections already exist. He said Holly Springs is divided 50/50 on this issue. In the face of such debate he said less legislation should be the norm. He asked the Council to support each citizen, to speak out against discrimination, but not to implement new laws and regulations. He said the NDO opens the doors to bad actors.

Karyn Mulligan said she was a 22-year resident of Holly Springs. She said she was a survivor of childhood sexual abuse and that through her work with others who have suffered trauma she has

learned that laws, declarations, and proclamations are just words. She said Cary passed their own version of an NDO and according to the manager at Lifetime Fitness, a biological male who now identifies as female has now been given access to the women's locker room. She said that allowing biological men into women's locker rooms will cause sexual assault. She thanked the Mayor and Council for standing against the NDO.

Ginny Suever said she was here to oppose the NDO. She said it doesn't mean she dislikes anyone or anything. It just means she likes smaller government. She outlined the difference between a democracy and a republic and said that a republic protects people by putting constraints on the majority. She said Town Council was the final authority on adopting rules and was the last line of defense against mob rule.

Kristen Stocking said she was here to say that the traditional foundation was the reason she moved to Holly Springs 16 years ago. She said she is noticing a feeling of division which is poisoning Holly Springs over two issues. The appointment of Kristi Bennett's replacement and the NDO. She said the voters elected Kristi Bennett and she supports the appointment of someone who most closely aligns with her platform. She asked that Danielle Hewetson be appointed. She said there are already laws to protect people so we don't need an NDO. We need to fight together but we don't need to infringe on others.

Kevin Bolend, a resident of Apex, said he was here to share his concerns about the NDO. He thinks it will create a toxic environment for businesses. He thinks hiring decisions will not be based on performance but class. He thinks it will lead to environmental paranoia. He said signing on to it will not change people's attitudes. He said the NDO will not protect them and that he thinks it only pertains to employment situations. He said government has a responsibility to protect safety but not feelings. He stands against the NDO and thinks it is a form of tyranny.

Shaquanda Mack said she was here in December sharing her experience with Pine Springs. She said that during career week, her daughter and another student were approached by a student who threatened her. They recently had their grievance hearing and Mr. Friend said that Pine Springs uses the NC Resource Guide and under that a formal threat assessment should have been performed. But it became clear that it was not performed. She said her daughter feels unsafe returning to Pine Springs. She said the school has failed their daughter.

Laverne Cofield said she was here concerning the vacant council seat. She implored Council to appoint someone from the many applicants who represents the African American community, which feels unrepresented since Ham Womble retired. Years ago she applied for a vacant seat, and she didn't receive notice of who was appointed until she read it in Suburban Living. Please do the right thing and choose someone of color so her community can feel represented in their own town. We love this town. We grew up here, and we still want to be here. Do the right thing; consider the facts; and choose someone from our community.

RECOGNITIONS

5. Blood Donor Month Proclamation

Mayor Mayefskie proclaimed January as Blood Donor Month in Holly Springs and spoke about the importance of volunteer blood donations. He presented the proclamation to representatives of The Blood Connection.

6. Black History Month Proclamation

Mayor Mayefskie declared February as Black History Month in Holly Springs and presented the proclamation to Furman Beckwith, representing the Martin Luther King Jr. Committee in Holly Springs.

REQUESTS AND COMMUNICATIONS

7. Holly Springs Chamber of Commerce Update

Tonya Palumbo, Interim Executive Director of the Holly Springs Chamber of Commerce said she was here to give an update on the Chamber activities this year. She introduced the staff, executive committee, and board of the Chamber of Commerce and gave some highlights of Chamber activities since the last Council update. She discussed the Hometown Revitalization Grant and the Chamber's partnership with Duke Energy. She identified the "Chamber Champions" from 2022 and outlined the membership demographics. She highlighted some events from the past year including WinterFest, Economic Forecast, Casino Night, and the Women's Empowerment Luncheon and said how happy they were to be back to in-person events. She outlined the Chamber's communications strategy.

Ms. Palumbo discussed some of the Chamber's goals for 2023 and outlined how the Governmental Programming dollars were spent. She gave a brief outline of the calendar of events for 2023 and asked for Council's questions. She encouraged people to go to the website and look for events.

Council member McGrath asked her to expand on the workforce development events. Ms. Palumbo said they worked with the Town to choose topics, and looked for quality speakers. There will be one on Valentine's Day on conflict resolution. In March there will be one on Value Based Leadership and in April a session on Diversity, Equity and Inclusion in the workplace. MPT Berry asked where the membership numbers were compared to last year. Ms. Palumbo said they were up 2 members this year. They expect that getting a new Executive Director will help with increasing membership. Also many restaurants dropped their memberships during 2020 due to the pandemic, and they hope to regain some of those memberships.

Council member Forrest said he looked forward to receiving calendar invitations to events. Ms. Palumbo said she would check the email list and be sure it was correct.

Mayor Mayefskie said that stability was a goal and he looked forward to being at their events this year.

Consent Agenda

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

8. Minutes – Council approved the minutes of the December 13, 2022 workshop meeting and the December 20, 2022 business meeting.

9. Municipal Concurrence for Speed Limit on Honeycutt Road – The Council adopted Ordinance 23-01 setting speed limits on Honeycutt Road.

A copy of Ordinance 23-01 is attached to these minutes.

10. Voluntary Annexation of 4200 Beech Creek Court – The Council adopted Resolution 23-03 directing the Town Clerk to investigate the sufficiency of annexation petition A22-05 and setting the public hearing for February 21, 2023.

A copy of Resolution 23-03 is attached to these minutes.

11. Personnel Policy Updates – The Council approved amendments to the Town Personnel Policy Article III, Section 18 Acting Assignment and Pay, and Article VII, Section 13 Transfer of Sick Leave from Previous Employer.

12. Resolution Endorsing NCDOT Paved Trails and Sidewalk Feasibility Study – The Council adopted Resolution 23-01 endorsing the NCDOT's Paved Trails and Sidewalk Feasibility Study Grant Proposal for the Town of Holly Springs.

A copy of Resolution 23-01 is attached to these minutes.

13. Purchase of a New Ladder Truck – The Council approved a budget amendment and authorized the Town Manager to enter into a contract with Fire Connections for the purchase of a Ladder Tower Truck in an amount not to exceed \$1,572,497.

A copy of the budget amendment is attached.

14. Temporary Relocation of Fire Station 3 – The Council approved a budget amendment and adopted PAYGO Project Ordinance 23-02 to transfer \$200,000 for the purpose of a temporary relocation of Fire Station 3, and authorized the Town Manager to approve any contracts within the project budget and consistent with this action for the temporary relocation of Fire Station 3 personnel and apparatus.

A copy of Ordinance 23-02 is attached to these minutes.

PUBLIC HEARINGS

15. Voluntary Annexation 4113 Deer Path Road

Bronwyn Redus said this item was for the annexation of 95.59 acres along Woods Creek Rd, formerly known as 4113 Deer Path Road. She showed where the property is located, across from Carolina Springs, and near Woods Creek Elementary School. The property is the future location of Holly Springs Fire Station 3, and the Duke Ops and Training Center.

Mayor Mayefskie opened the public hearing and the following input was received: none.

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

Council member McGrath asked if there was an estimate of how much it would cost to get a pathway from Carolina Springs to the elementary school. He said it was an unfunded cost. He would like the estimate but he knows staff doesn't have it tonight, so later would be fine.

Action: Motion to adopt Annexation Ordinance A22-07 to approve annexation of the properties included in the application,

Motion by: Berry

Second by: Forrest

Vote: unanimous

A copy of Ordinance A22-07 is attached to these minutes.

16. Housing Affordability Study

Sean Ryan, Development Services, said this item was to consider acceptance of the Housing Affordability Study. He gave an overview of what the study looked at, and the housing affordability challenges that were identified, and the opinions of residents and other stakeholders. He explained that this was a study, not a plan. He said policy would be left to Town Council and that there would be further discussion of this at the upcoming Retreat. He said the study identified housing needs, outlined possible strategies, and identified tools to assist those strategies.

Rick Madoni, Planning Board Representative, said that the Planning Board recommended adoption with a vote of 6-0-3. He said the Planning Board asked what partners were available and how the town would reconcile building quality and infrastructure with affordability, and their concerns were answered. They talked about various sizes of dwelling units, including ADU.

Mayor Mayefskie opened the public hearing and the following input was received: none.

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

Action: Motion to adopt Resolution 23-02 to accept the Housing Affordability Study.

Motion by: Wolff

Second by: Forrest

Vote:

Yea: Wolff, Forrest

Nay: Berry, McGrath

MPT Berry said Council was going to discuss the topic and the retreat and it was asked if they could table the acceptance of the report until that time. Council member Forrest said he could agree with that. Randy Harrington, Town Manager said they could accept the report without indicating any endorsement of the policies in the report. Or they could table and still discuss it at the retreat, and adopt it then or later. Council member Wolff asked for clarification on what adopting a study meant. John Schifano, Town Attorney, said that adopting the study does not mean that they are adopting any particular tool in the study, but it will become an adopted plan like your Transportation Plan, etc. If there is anything in the plan that any of you find not-adoption worthy, you can edit out parts or not. There is no requirement to adopt it in total. But the statute doesn't talk about accepting a plan, it uses the term "adopting". So it might be a little more formal. Council member Wolff asked if anything in this precludes any future action. Mr. Schifano said you can adopt any policies in this plan without adopting this plan. But in theory you should act within your policy. So you should act according to your policy, but you can change those policies at any time.

Mayor Mayefskie asked if, in light of Mr. Schifano's explanation did anyone want to change their vote. Council member McGrath said he wanted to state that he opposed the study from the beginning and said if we were going to do a study it should be unique to Holly Springs. This plan did not meet that request. He said a lot of the recommendations are not in line with our Future Land Use Plan. So he does not feel it is worth the cost.

Mayor Pro Tem Berry said he also was not in favor of the study, since the time it was funded. Some of the recommendations that he doesn't agree with are still in the study. He said that his understanding was that if the adoption fails, this study sits on the shelf and does not end up on our website as an official adopted plan.

Mayor Mayefskie asked if this could have further discussion at the retreat. Council member McGrath said we need to discuss this topic because we still have to address this issue, just not this study. Mayor Mayefskie asked if we do that, can this come back to a future meeting?

Council member Wolff said that saying nothing in the plan is specific to Holly Springs is hyperbolic and he doesn't agree with it. He supports the plan and doesn't want to table it.

Council member Forrest said he was not on the Council when this study was ordered. He said he didn't agree with the way this study was conducted. It is similar to the Apex and Raleigh studies. It is not unique to Holly Springs. The contractor did meet the requirements of the contract. But the study doesn't help him figure out the things we need to spend money on. We have infrastructure projects that have to be done. How can we afford that and affordable housing? He said he grew up in subsidized housing and is in support of it. He doesn't believe this meets Holly Springs' needs so he understands all his colleague's points. We need a plan for Holly Springs and we need to figure this out at the retreat and find a way forward. With that said he is fine with removing his second as long as we discuss this at the Retreat. An honest discussion about how to move Holly Springs forward with all the competing requirements. He said he would change his vote to a Nay.

Mr. Harrington pointed out that this would not come back to a meeting unless Council directed that it return.

Mayor Mayefskie called for the vote again.

Action: Motion to adopt Resolution 23-02 to accept the Housing Affordability Study.

Motion by: Wolff

Second by: Forrest

Vote:

Yea: Wolff
Nay: Berry, McGrath, Forrest
The motion failed.

Council member Wolff requested a facilitator be brought in for this discussion at the retreat.

17. Goodwin Major Subdivision 22-MAS-03

Cheryl Caines, Development Services, said that this item was a quasi-judicial hearing to consider a request for a major non-residential subdivision plan. She showed the location of the property at 7511 Woods Creek Road, and said that the property was on both sides of that road. The property is designated Innovation Village on the Land Use and Character Plan and zoned BRT Business Research Technology. She said the property had been rezoned by Council in June of 2022, was now at the major subdivision stage, and that Development Plans would come next.

Elizabeth Goodson, Development Services, said that the public utilities extension for this project would bring an additional approximately 400 acres of potential future service area, with an on-site pump station. She showed the location of the pump station and the route of the water, potable and reclaimed, and sewer lines along Woods Creek Road and internally into the site.

Ms. Goodson said that a Traffic Impact Analysis was approved with the rezoning last June. There were minor revisions to the plan to reduce the number of access points. A subsequent Traffic Assessment Report studied five intersections. She said that Woods Creek Road would be widened along the property frontage according to the Comprehensive Transportation Plan, including a side path. She showed where internal streets would be constructed.

Ms. Goodson said the Development Agreement included proportionate fee-in-lieu for signals at Old US 1/Friendship Rd., Friendship Rd./Holly Springs New Hill Rd., and Woods Creek Rd./Friendship Rd. intersections; a proportionate fee-in-lieu of intersection improvements at Woods Creek Rd./Old Holly Springs Apex Rd. and Old US 1. The Developer will construct a watermain loop connection along Friendship Rd and Woods Creek Rd with reimbursement for upsizing, and accepted restricted land uses with the rezoning.

Rick Madoni, Planning Board Representative, said that Planning Board recommended approval with a vote of 5-1-3. The no vote was related to the 30' stream buffers along the Cape Fear River Basin.

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

Lynn Andreas said she and her husband Mike live at the corner cut out of the property. They run a small farm. While they are trying to keep up with the development plans, the one thing that is unclear is the road widening. She asked if it was coming onto their property to handle the widening to affect this development. Mike Andreas said the developer has been upfront about buffers, but the one thing they don't know is how they are going to run water etc. in front of their property. Ms. Andreas said if this development is infringing on their 4 acres, every bit they lose impacts their farm. Mr. Andreas said he would like to be kept informed.

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

Chase Kerley of Crescent Communities spoke for the applicant. He gave an overview of Crescent Communities and their Four Pillars of Stewardship: Environment, Community, Wellness, and Resiliency. He lined out the various Yield projects that Crescent Communities is involved in here in Holly Springs. He said they were targeting technology and life science industries. He said that staff did a good idea on explaining their plan so he wouldn't go into those same details. He said they would work with the Andreas family on their concerns.

Council member McGrath asked how the Comprehensive Plan would affect the Andreas property. Ms. Goodson said the improvements would be property line to property line of this development with a tie-back taper to the adjacent property. The applicant would need to obtain any rights of way for that. In the future that road is supposed to be widened but there are no current

projects on the books to widen the road. Council member McGrath said we are talking about major developments on either side. He thinks that needs to be widened sooner rather than later. This is an unfunded mandate, due to the elementary school frontage. And he would like staff to consider how we can connect with those property owners sooner in the process.

Action 1: Motion to make and accept the Findings of Fact for Major Non-Residential Subdivision 22-MAS-03 that proposed a minimum and maximum number of lots, transportation network, utilities, perimeter buffer, and architectural standards that meets the applicable Unified Development Ordinance standards for incremental, non-residential subdivision.

Motion by: Forrest

Second by: Berry

Vote: unanimous

Action 2: Motion to approve Major Subdivision 22-MAS-03 for Goodwin Subdivision (Yield North) as submitted by Timmons Group, Project Number 54318, with the conditions listed in the staff report.

Motion by: Forrest

Second by: Berry

Vote: unanimous

Action 3: Motion to approve Development Agreement with Crescent Communities for Goodwin (Yield North).

Motion by: Forrest

Second by: Berry

Vote:

Yea: Forrest, Berry, Wolff

Nay: McGrath

The motion passed.

NEW BUSINESS

18. Appointment of Council member to fill vacancy

Mayor Mayefskie said that this item was to discuss filling the vacancy left by Kristi Bennett's resignation until the next municipal election. He said that at the direction of Council the Clerk's office advertised for applications to fill the vacancy. He said that 15 applications were received and forwarded to Council on January 4, 2023. One application was later withdrawn from consideration at the request of the applicant. He discussed the process of nominations and discussion. The applicants were Craig Ashby, Jahmar Cobb, Michael Costello, Chris Deshazor, Eugene Ebersole, Christian Hendricks, Danielle Hewetson, Sarah Larson, Adrian Mack, Richard Madoni, Kevin Mantovani, Thomas Rushing, Chanel Wilkins, and Glenn Wrap.

Mayor Mayefskie asked each Council member to share their nomination and explain why they preferred that applicant.

Council member Wolff asked Town Attorney, John Schifano if a simple majority of Council was needed to appoint, or if it required a larger majority. Mr. Schifano said three votes were needed. Council member Wolff said that because of the accelerated time line he agreed to only people who had served on a board or committee. Those people are already up to date on the issues and ready to hit the ground running. He interviewed the 5 on boards plus Jahmar Cobb, who ran for a seat in the last election. He asked each of them the same open-ended questions. He said he won't summarize their answers, but he was very impressed with the quality of people who applied and the quality of people who are volunteering to serve this community. He said he tried to be as objective as he could, and he found that Chris Deshazor was above the rest. He outlined why

he thought he was the most qualified. He said that three other members of the Planning Board reached out and recommended Mr. Deshazor, which speaks very highly of his ability to work with others. He nominated Chris Deshazor.

MPT Berry said he approached this like any other item he deals with. He said that Kristi Bennett was elected and NC Law requires the remaining Council to fill the vacancy until the next scheduled election, when the people will elect their representatives. This is an appointment for a 10-month term. It is not a political campaign or time to divert from the will that the voting people of the town established. He will not use this appointment for political gain or placate a base that is not supported by the majority of the people he represents. He said he would not succumb to misleading characterizations of how he does or does not represent certain groups within the Town of Holly Springs. He said he would make this selection from a pool of qualified candidates established by criteria set by this Council. He nominated Danielle Hewetson.

Council member Forrest said he met with the five candidates who met the selection criteria and all five are phenomenal. He has encouraged many of them to run for office in the fall. With that said his nomination is based on his opinion of the needs of the town. The town would benefit from a wide variety of backgrounds and experiences. But at this time he said he was convicted that we need to focus on an appointee similar to Kristi Bennett's philosophies, particularly when it comes to Parks and Rec, growth, and other items. He nominated Danielle Hewetson.

Council member McGrath said everyone knows this is a decision with consequences. We didn't expect to make this decision. But his litmus test of this was to not overthrow last year's election as others would have suggested. He chose to look at the five candidates that made the criteria and decide on the content of their character, not any other identity or personal characteristic. All of them reached out to him and he received emails from supporters of various candidates. He met face to face with each candidate to talk about their perspectives and get an idea of who they were and where they want to go with the Town. Our council has appointed these five to our boards who are all passionate about our town. He said he was thankful that, no matter who we appoint, that we have these people who are willing to work for our town. The voters spoke 14 months ago and will have the chance again in 10 months. He appreciated Kristi Bennett's perspective on this board. And he appreciated the emails he received asking to have someone who had her values appointed. He outlined what he considered her qualifications and nominated Danielle Hewetson.

Council member Wolff asked for further discussion of the nominees and to address accusations made by other members. Mayor Mayefskie said unless someone made a motion to continue discussion he did not want to get into why one candidate was better than another. He asked if anyone wanted to make such a motion and no one spoke. Mayor Mayefskie closed the discussion and called for a motion.

Action: Motion to appoint Danielle Hewetson to serve on Town Council until the next Council organizational meeting in December 2023.

Motion by: Berry

Second by: Forrest

Vote:

Yea: Berry, Forrest, McGrath

Nay: Wolff

The motion passed.

19. Annual Appointments to Planning Board and Board of Adjustment

Linda McKinney, Town Clerk, said this item was to make the annual appointments to the Planning Board and the Board of Adjustment. Applications were advertised on the Town website, through Town social media accounts, and with a mailing to residents of the ETJ. For Board of Adjustment, 6 in-town applications were received for two positions, one regular and one alternate; 3 ETJ applications were received for one position. For Planning Board 7 in-town applications were received for two positions, and 3 ETJ applications were received for one position. In addition,

Council needs to appoint someone to fill the remainder of Danielle Hewetson's term on Board of Adjustment ending February 28, 2025.

Mayor Mayefskie asked for nominations.

Council member Wolff nominated Joe Cimino, Ben Copeland and David Williams to fill out Danielle Hewetson's term, and Michael Anderson for ETJ.

MPT Berry nominated Ben Copeland, Joe Cimino to replace Ms. Hewetson, Yan Higgins alternate, and Herman Goldstein for ETJ member.

Council member Forrest nominated Joe Cimino and Ben Copeland, and Yan Higgins for the alternate, and Herman Goldstein for ETJ.

Council member McGrath nominated Ben Copeland and Joe Cimino, and David Williams as the third, and ETJ Herman Goldstein.

Mayor Mayefskie said that Mr. Cimino and Mr. Copeland were nominated unanimously, but there appears to be an even split on whether to appoint Ms. Higgins or Mr. Williams, and three to one for Mr. Goldstein.

There was discussion of who would be the alternate, who would replace Ms. Hewetson, and who would be the in-town regular member.

Council member Forrest said he doesn't believe having an attorney on the Board of Adjustment is a good thing because we have a town attorney to guide the legal action. There are only so many outcomes and we don't need an attorney to sit on the board and interpret for that. He thinks it is counterintuitive to have an attorney on the board because it allows the residents who are appointed to that board who are making quasi-judicial decision for the town to actually think about the full picture not hampered by any legal training. That's why he thinks Yan Higgins would be a great addition to the Board of Adjustment.

Mayor Mayefskie asked if anyone else wanted to change their mind for the third Board of Adjustment spot. MPT Berry said he would not. No one else spoke. Mayor Mayefskie said that in that case he would support Yan Higgins, breaking the tie.

Action 1: Motion to appoint Ben Copeland to a term ending February 28, 2026 as in-town member of the Board of Adjustment.

Motion by: Wolff

Second by: Forrest

Vote: unanimous

Action 2: Motion to appoint Yan Higgins to a term ending February 28, 2026 as in-town alternate member of the Board of Adjustment.

Motion by: Wolff

Second by: Forrest

Vote: unanimous

Action 3: Motion to appoint Joe Cimino to fill the remainder of Danielle Hewetson's term on the Board of Adjustment ending February 28, 2025.

Motion by: Wolff

Second by: Forrest

Vote: unanimous

Mayor Mayefskie then asked for nominations for Planning Board.

Council member Wolff nominated Van Crandall and Chris Deshazor for in-town members, and Karen Abt for the ETJ.

MPT Berry nominated Van Crandall and Chis Deshazor for in-town members, and Roger Best for ETJ member.

Council member Forrest nominated Van Crandall and Chris Deshazor for in-town members and Roger Bess for ETJ.

Council member McGrath nominated Chris Deshazor and Daniel Smith for in-town members, and Roger Bess for ETJ.

Action 4: Motion to appoint Chris Deshazor and Van Crandall to terms ending February 28, 2026 as in-town members of the Planning Board.

Motion by: Berry

Second by: Forrest

Vote: unanimous

Action 5: Motion to recommend that the Wake County Board of Commissioners appoint Roger Bess as Extra-Territorial Jurisdiction member of the Planning Board, and Herman Goldstein as Extra-Territorial Jurisdiction Alternate member of the Board of Adjustment, with terms ending February 28, 2026.

Motion by: Berry

Second by: McGrath

Vote: unanimous

OTHER BUSINESS

Council member Wolff said that after the Tree Advisory Committee (TAC) meeting this week, which was rescheduled because there wasn't a quorum in December, he had discussion with staff regarding attendance. Meetings of TAC and Board of Adjustment have been cancelled due to lack of a quorum. There are vital, time sensitive matters before these boards. Those who are appointed need to prioritize their work on these committees and boards, because it is happening a little too frequently and makes life difficult for staff and for the residents putting in requests through the Board. He said that to finish his thoughts from earlier, it is very important to him that each of them at the dais understands the responsibility to mean what they say, and say what they mean. He said it often happens that when there is a disagreement, there is an accusation of being self-serving. He listens to his colleagues and tries to find consensus when he can. His vote did not win and he is OK with that, but he explained his reasoning, and it was not self-serving or political. This is a nonpartisan board, and the issues that are before it are nonpartisan. But, he said, Council members were all endorsed by political parties. He said he hadn't heard Kristi Bennett's values articulated by those who said they were guided by her values. This came down to partisan decisions, but please have the courage to be honest about your own reasons instead of trying to say what his reasons are.

MPT Berry said he was honest and if Council member Wolff implies that his words were otherwise it was on him. He wants to clarify that his motion to appoint Ms. Hewetson mentioned November 2023, but the motion should be the first meeting of December 2023.

MPT Berry then said that since he missed this in December, he wanted to thank Mr. McConnell at Holly Springs High School for having him in to talk to civics classes. It was an amazing discussion. Finally, he wanted to clarify that Council has no authority to talk to Pine Springs about the things being said in public comment. John Schifano, Town Attorney said that it is outside your authority to get into school disciplinary matters. He suggested that the commenter was not imploring your help on a specific issue, but maybe to suggest why the NDO might have had an impact on a particular event. We can't go to Pine Springs and get information unless a criminal act had occurred, at which point the police would investigate. This was a disciplinary matter within the school and Town Council has no authority. MPT Berry asked if staff knew whether a criminal complaint had been filed. Mr. Schifano said we can look into it, but we don't know. Council member McGrath asked if this would be public because a juvenile was involved. Mr. Schifano said that the fact that a parent filed a complaint would be public knowledge. Council member McGrath said this would be covered under the Civil Rights Act, Title 2, not a local NDO. Mr. Schifano said it would be

Title 9. Council member Forrest asked if the Holly Springs Police Department was called to investigate. Mr. Schifano said that's what we are going to find out. Council member Forrest asked if Ms. Mack was contacted. Council member Wolff said he followed up with her and she is working through that process.

Council member Forrest said 2023 will be an interesting year between inflation, recession and other woes. We should not let this become a dividing rod. We can't control what the federal government does, or what another nation does. We all live in Holly Springs and we need to remember that. We all want what is best for the town. He will welcome open discussions and different thoughts. But this town faces huge gaps in what we should be providing before the new taxes come on line. We have to have priorities. If you are interested in running for Town Council, please get out there and run. It is a commitment, but please run for office if you want to. The filing period is in July. He said that Wake County has candidate training available on their website for anyone interested in running.

Council member McGrath said he can't disagree with Council member Forrest. As much as we say these are apolitical positions, we all know there is some bias in all of us in how we look at things. Does that mean you can't look at topics in a different light? No. I hope that keeps us away from the polar lefts and rights of the world. We can't be distracted by those issues because of the mountain of issues we have in front of us in this Town. For those who are in here and don't see what goes on behind the scenes, our staff does a tremendous amount of work to answer the questions we have, to provide us with solid and competent guidance, and they are about to undertake a herculean effort to prepare for the retreat to discuss where we go as a town. He thanked the staff in advance and asked those listening to acknowledge the work that goes on.

Mayor Mayefskie congratulated those appointed to the Board of Adjustment and Planning Board, as well as Ms. Hewetson. He said he spent the weekend with the MLK committee. The breakfast was great. There was a packed house at the Cultural Center and the Walk was well attended. He reminded Council of the due date of January 30th for the evaluations which will take place at the February 7th meeting.

MANAGER'S REPORT

Randy Harrington, Town Manager, said he wanted to thank the community. The Governor declared this the Year of the Trail. Forty participants showed up on January 1st to help start the celebration with a two-mile guided walk. Yesterday the MLK Jr. Day of Service had 70 volunteers make Valentines Cards for seniors, and 25 volunteers to help mulch the trail. Looking forward to this Saturday, January 21st Holly Springs Police Department awards and promotions ceremony. He said that on the evening of January 31st is joint dinner and meeting with Apex Town Council. Mayor Mayefskie and I discussed some potential topics with Apex Mayor and Manager to find potential topics where the two communities can find common ground and issues we can support each other on. He said the Chamber of Commerce awards are coming up on February 3rd. On February 7th at 6 pm is a closed session to perform two performance evaluations. Finally, the annual retreat is February 9th -11th and we are looking forward to that.

Mayor Mayefskie said Mayor Gilbert from Apex came down for the MLK Jr. Day walk and it was a great to have him here.

CLOSED SESSION: none.

Adjournment: Berry made a motion to adjourn at 9:26 pm. It was seconded by Forrest and passed with a unanimous vote.

Respectfully Submitted on Tuesday, February 21, 2023.



Linda C. McKinney, Town Clerk

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



MINUTES

The Holly Springs Town Council and the Apex Town Council held an informal dinner meeting on Tuesday, January 31, 2023 at the Bass Lake Retreat Center. Mayor Mayefskie presided, calling the meeting to order at 6:00 p.m. A quorum was established as the Mayor and four Council members were present as the meeting opened.

Holly Springs Council Members Present: Mayor Sean Mayefskie, and Council members Aaron Wolff, Shaun McGrath, Tim Forrest, and Danielle Hewetson.

Holly Springs Council Members absent: Mayor Pro Tem Dan Berry.

Holly Springs Staff Members Present: Randy Harrington, Town Manager; Linda McKinney, Town Clerk (recording the minutes); Scott Chase, Assistant Town Manager; Daniel Weeks, Assistant Town Manager; John Schifano, Town Attorney.

Apex Council Members Present: Mayor Jacques Gilbert, MPT Audra Killingsworth, Council members Brett Gantt, Ed Gray, Terry Mahaffey, and Arno Zergerman.

Apex Council Members Absent: none.

Apex Staff Members Present: Catherine Crosby, Town Manager; Shawn Purvis, Assistant Town Manager; Marty Stone, Assistant Town Manager; Demetria John, Assistant Town Manager; Laurie Hohe, Town Attorney; Allen Coleman, Town Clerk (recording the minutes).

Mayor Mayefskie welcomed the Apex elected officials and staff to Holly Springs. This was an informal meeting to build relationships across town borders.

Mayors Mayefskie and Gilbert introduced their Councils and the staff present, and dinner was served.

Randy Harrington, Town Manager of Holly Springs gave highlights of activities in Holly Springs. He gave an overview of the Town's Strategic Plan and predicted population growth. He explained the Holly Springs 311 system which launches in the spring. He gave an overview of the I-540, Northeast Gateway project and the transportation bond projects that are underway. Mr. Harrington spoke of the economic development projects that have come to town recently in the US 1 corridor. He said that there were opportunities for collaboration with Apex along this corridor as development professionals were looking on the Apex side of US 1 for life science development.

Mr. Harrington said that Parks and Recreation departments were working together to forge trail connections between Holly Springs and Apex Greenways in the Middle Creek area. He outlined plans for the newest park in Holly Springs and said that Holly Springs, Apex, and Fuquay-Varina were discussing hosting a Lacross tournament within the three municipalities.

Mr. Harrington outlined some of the big projects the town is working on, including securing a future water source, building Fire Station #3 and a new Operations Campus, and the new yard waste collection model. He said that drone deliveries began in Holly Springs in 2021

and the town is now the US Leader in Consumer Drone Deliveries according to Flytrex. He spoke about the Downtown Village District Area Plan update.

Catherine Crosby, Town Manager of Apex gave highlights of recent activity in Apex. She outlined their strategic plan and predicted population growth. She discussed their Customer Service Initiative, transportation projects and affordable housing efforts. She discussed long-term planning for water resources and some current economic development projects. She touched on the lacross events mentioned earlier by Mr. Harrington, and the Middle Creek Greenway, as well as future greenways. She then discussed the 150th birthday celebrations scehduled from February 28th to September 23rd.

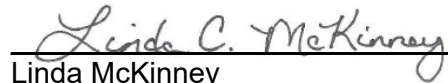
Open Discussion

The two Councils discussed cooperation between Legislative Action Committees to improve the odds of favorable results with CAMPO and at the federal and state level. They discussed future plans for NC 55, and compared resident concerns.

No actions were taken at this meeting.

The meeting ended at 7:45 pm.

Respectfully Submitted on Tuesday, February 21, 2023.


Linda McKinney
Town Clerk



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 12.

Consent Agenda

Title: Monthly Budget Amendment Report

Strategic Priority Area: Organizational Excellence

Staff Resource: Corey Petersohn, Finance

Action(s):

- Receive monthly budget amendment report.
 - Amendment 1 - Town Manager approved amendment for a Parks and Recreation donation.
- Adopt the following project ordinances and approve the associated budget amendments:
 - Amendment 2 - Parks and Recreation Capital Reserve Fund Ordinance (23-04)
 - Amendment 3 - FY23 Budget Amendment - Ladder Truck
 - Amendment 4 - Town Building Capital Project Fund Ordinance (23-07)

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, when applicable, the Budget Office will provide a copy of these approved amendments from the preceding month:
 - **Amendment 1** - Town Manager approved amendment of \$1,400 from a donations holding account to the Parks department for Sugg Farm.
- Town Council approval is required for any amendments that increase the total appropriation or transfer greater than \$50,000 between departments:
 - **Amendment 2** - Parks and Recreation Capital Reserve Fund Ordinance (23-04) increases the total fund appropriation to recognize received revenues. Council previously approved the total fund appropriation of \$13,183,428 and this will increase that by \$2,027,917 to a total new appropriation of \$15,211,345.
 - This amendment is a technical budget clean-up to match actual revenues.
 - **Amendment 3** - Budget Amendment to remove funding for the replacement fire ladder truck from the operating budget. This truck will now be funded in a capital project account. This reduces the general fund operating budget by \$1,572,497.
 - On advice from the Town's Financial Advisor, the financing for the fire truck is recommended to be packaged with an anticipated limited obligation bond that will also include funding for the new Fire Station 3.
 - Amendments 3 and 4 are making the technical adjustments to allow staff to package the fire truck and fire station 3 in a single debt

Town Council Business Meeting
February 21, 2023

- issuance in order to save the Town on debt related expenses.
- **Amendment 4** - Town Building Capital Project Fund Ordinance (23-07) increases the total fund appropriation by \$1,572,497 in anticipated Limited Obligation Bond (LOB) funding for the replacement of a Fire ladder truck. Council previously approved the total fund appropriation of \$43,643,317 and this will increase that by \$1,572,497 to a total new appropriation of \$45,215,814.

Background:

- Capital Reserves and Capital Project Funds include appropriations for all projects within the scope of their respective funds.

Funding Source(s):

FY23 Operating Budget and Capital Funds

Attachment(s):

1. Amendment 1 - FY23 Budget Amendment - Parks Donation
2. Amendment 2 - Parks and Recreation Capital Reserve Ordinance (23-04)
3. Amendment 3 - FY23 Budget Amendment - Ladder Truck
4. Amendment 4 - Town Building Project Ordinance (23-07)

Town of Holly Springs FY2022-23 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, 2023.

Department: Parks and Recreation

Date: 1/3/2023

Reason for Budget Amendment:

Transferring funds from received donation for Parks and Recreation to the department operating budget.

Expense			
Account #	Account Description	Increase	Decrease
10-410-82.01	Central Services - Special Program Contributions		\$ 1,400
10-425-28-55.12	Parks and Rec - Sugg Farm Programs	\$ 1,400	
Total Expense:		\$ 1,400	\$ 1,400

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

Department Head Signature (or electronic submission)

Town Manager Signature (if necessary)

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.



Ordinance No. 23-04

Date Submitted: February 21, 2023

Date Adopted: February 21, 2023

**Parks and Recreation Capital Reserve Fund
HOLLY SPRINGS, NORTH CAROLINA**

BE IT ORDAINED by the Town Council of Holly Springs, North Carolina, that, pursuant to Section 18 of Chapter 159 of the General Statutes of North Carolina, the following capital reserve fund ordinance is hereby adopted:

SECTION I: The Town Council hereby creates a capital reserve fund for the purpose of acquiring land, making capital improvements to land and facilities, purchasing, planning, and constructing capital equipment or facilities for parks and recreation purposes.

SECTION II: This fund will remain operational until closed by resolution or ordinance of the governing body.

SECTION III: Parks and Recreation Development Fees shall be deposited directly into this fund effective February 21, 2023.

SECTION IV: The following amounts are appropriated for the capital reserve fund:

Parks and Recreation Capital Reserve Fund	
Expenditures:	
Transfers Out	15,211,345
Total	15,211,345

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

Parks and Recreation Capital Reserve Fund	
Revenues:	
Parks and Recreation Revenues	15,211,345
Total	15,211,345

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

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

The provisions of this ordinance shall become effective February 21, 2023 in accordance with the laws of the State of North Carolina.

Adopted this, the 21st day of February 2023.

Town of Holly Springs by

Sean Mayefskie, Mayor

ATTEST:

Linda McKinney, Town Clerk



Town of Holly Springs FY2022-23 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, 2023.

Department:

Date:

Reason for Budget Amendment:

Removing funding for replacement fire truck from the operating budget. Will be funded in a capital project account.

Expense			
Account #	Account Description	Increase	Decrease
10-420-90.02	Fire Department - Capital Vehicle Outlay		\$ 1,572,497
Total Expense:		\$ -	\$ 1,572,497

Revenue			
Account #	Account Description	Increase	Decrease
10-355.05	General Fund Installment Financing		\$ 1,572,497
Total Revenue:		\$ -	\$ 1,572,497

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.



Ordinance No. 23-07

Date Submitted: February 21, 2023

Date Adopted: February 21, 2023

**Town Building Capital Project Ordinance
HOLLY SPRINGS, NORTH CAROLINA**

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

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

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

SECTION III: Town Building Project Fees and Revenues shall be deposited in the fund effective February 21, 2023:

Town Building Project Fund	
Expenditures:	
Town Buildings Projects	45,215,814
Total	45,215,814

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

Town Building Project Fund	
Revenues:	
Limited Obligation Bond	25,626,261
Revenue Bond	15,000,000
State Grants	2,500,000
Transfers In	2,089,553
Total	45,215,814

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

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

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

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

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

The provisions of this ordinance shall become effective February 21, 2023 in accordance with the laws of the State of North Carolina.

Adopted this, the 21st day of February 2023.

Town of Holly Springs by

Sean Mayefskie, Mayor

ATTEST:

Linda McKinney, Town Clerk





Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 13.

Consent Agenda

Title: Ordinance Amendments for Electric Vehicle (EV) Parking Stations & Park Operations

Strategic Priority Area: Engaged, Healthy, & Active Community

Safe & Friendly

Staff Resource: LeeAnn Plumer, Parks & Recreation, Corey Petersohn, Finance

Action(s):

- Adopt Ordinance 23-03 amending the Parks and Recreation and Parking sections of the Code of Ordinances.
- Authorize the Town Manager to sign and execute contracts with Duke Energy for the Park and Plug program to install and operate electric vehicle charging stations at Ting Park and Womble Park.

Explanation:

- Duke Energy will design, install, and operate electric vehicle charging stations at Town sites with zero cost to the Town. The two proposed sites are:
 - Ting Park - Three (3) charging spaces
 - Womble Park - Two (2) charging spaces
- The Town will authorize Duke Energy to provide electric vehicle charging services for five years with an opportunity to extend.
- The Duke Energy Park and Plug program requires the host (the Town) to allow 24 hours a day access for public charging purposes.
- In order to meet the contract terms, the following ordinance amendments will need to be approved:

Three specific amendments to the Parks and Recreation ordinance are requested:

1. Section 10-2 Hours of Operation, Unauthorized Presence: Add a provision to allow 24hr/7days/week parking in Electric Vehicle (EV) spaces only while actively charging a vehicle. The current ordinance does not permit overnight parking. Access 24/7 to EV charging stations is a required provision of the Duke Energy EV station grant.
2. Section 10-4, a - Dangerous Equipment: Add the example of golf and disc golf to the list of prohibited dangerous equipment, unless provided for such purposes (added because, despite any exercise of reasonable care, it may pose a danger to any person because of its use in a public area)
3. Section 10-9 - Private for Profit Activities: Add language to clarify the exception of profit-making activities at North Main Athletic Complex to reference as part of the town's agreement with licensee partners.

Two amendments to the Public Safety ordinance, Article VII - Traffic, Vehicles and Parking, Division 6, Stopping, Standing, Parking and Traffic Control

1. Section 12-513 - Parks and recreation facilities; unauthorized parking: Add a provision to allow 24hr/ 7days/week parking in Electric Vehicle (EV) spaces only while actively charging a vehicle.

2. Section 12-514 - Town facilities; unauthorized parking: Add a provision to allow 24hr/ 7days/week parking in Electric Vehicle (EV) spaces only while actively charging a vehicle.

Background:

- Ordinance 20-03 was adopted in June 2020 to have a consistent set of policies for the fair and safe use of the town's parks and recreational facilities.
- Parking amendments are requested to meet the terms of the Duke Energy EV "Park and Plug" Charging Station agreement. The agreement allows for three (3) EV stations at Ting Park and two (2) at Womble Park.
- The Town Police Department and Town Attorney were consulted in drafting these ordinance amendments.
- The Town may incur some marginal initial expenses to ensure all sites are ADA compliant. Staff is assessing in-house solutions to ensure all ADA requirements are met in accordance with the Town's ADA plan.

Funding Source(s):

N/A

Attachment(s):

1. 23-03 Amending Municipal Code of Ordinances
2. Duke Energy - Park and Plug Contract - Ting Park
3. Duke Energy - Park and Plug Contract - Womble Park



Ordinance No. 23-03

Date Submitted: February 21, 2023

Date Adopted:

AN ORDINANCE TO AMEND THE TOWN CODE OF THE TOWN OF HOLLY SPRINGS, N.C. TO AMEND CHAPTER 10, PARKS AND RECREATION, SECTIONS 10-2 AND 10-9; AND CHAPTER 12, PUBLIC SAFETY, ARTICLE VII, STOPPING, STANDING, PARKING AND TRAFFIC CONTROL

BE IT ORDAINED by the Holly Springs Town Council of the Town of Holly Springs, North Carolina, as follows:

Part 1: Adding subparagraph 7 to Section 10-2 to read as follows, with additions indicated with underline, and deletions indicated with ~~strikethrough~~:

Sec. 10-2. Hours of operation, unauthorized presence.

Park property including staffed and unstaffed parks and greenways are open daily to the public from 5:00 a.m. to sunset, except when:

- (1) The parks and recreation director or designee may provide alternate hours of operations for a park property or facility as appropriate. Parks that have drop-in use lighted facilities such as tennis courts or fields are available for use until 9:00 p.m., unless otherwise posted. Changes in hours will be posted at the facility and/or on the town's website as appropriate.
- (2) A park or recreation program on park property or in facilities may operate during extended hours.
- (3) A rental agreement issued by the parks and recreation department may authorize alternate hours of operation or the extended use of a park property or facility.
- (4) The parks and recreation director may establish a temporary holiday schedule for a park or facility.
- (5) Park personnel or authorized emergency personnel may open or close any park property, facility or greenway in the event of emergency, inclement weather, or appropriate official purpose. Such opening or closing will be posted in advance when possible for public notice.
- (6) No person shall enter, or be present within a park property or facility when closed as indicated by posted hours or when gates to the park or facility are shut. Violation of the foregoing may subject the violator to civil or criminal penalties.
- (7) Parking may be permitted overnight at a park property or facility only in designated Electric Vehicles (EV) spaces while actively charging a vehicle.

Amending Section 10-4 to read as follows:

Sec. 10-4 Prohibited acts in parks and facilities.

- (a) Dangerous equipment. Practicing, playing or using any apparatus, including any sports apparatus, that may despite the exercise of reasonable care create a danger to any person because of its use in a public area, including but not limited to the following: golf, disc golf, horseshoes, spears, javelins, shot put, lawn darts, archery and discus in park areas is prohibited except in areas expressly authorized or provided for such purposes.

Amending Section 10-9 (a) to read as follows:

Sec. 10-9. Private for profit activities.

- (a) Profit making activities for commercial entities or individuals will not be permitted in any public facility or upon park lands ~~with the exception of north main athletic complex~~ unless approved in writing by the director of parks and recreation.

And amending Section 12 -513 to 12-514 to read as follows:

Sec. 12-513. - Parks and recreation facilities; unauthorized parking.

It shall be unlawful for any vehicle to park on any roadway or in any designated parking space within a town park or recreation facility except for specific use of the park or facility or when parked in an Electric Vehicle (EV) charging station space while actively charging an electric vehicle. Parking at all town parks and recreation facilities shall be for parks and recreation patrons only. Violation of this section shall be a misdemeanor and vehicles in violation will be issued a citation and/or may be towed at vehicle owner's expense.

Sec. 12-514. - Town facilities; unauthorized parking.

It shall be unlawful for any vehicle to park on any roadway or designated parking space of a town government facility except for the purpose of visiting and/or conducting business at the facility during the hours in which a town-sponsored event is occurring or when parked in an Electric Vehicle (EV) charging station space while actively charging an electric vehicle.

Part 2: REPEAL OF CONFLICTING ORDINANCES

All ordinances or parts of the Town Code of Ordinances 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 February 21, 2023 in accordance with the laws of the State of North Carolina.

Adopted this, the 21st day of February 2023.

Town of Holly Springs by

Sean Mayefskie, Mayor

ATTEST:

Linda McKinney, Town Clerk



Equipment Placement Agreement (Level II)

Site Name: **The Town of Holly Springs – 101 Sportsmanship Way**

SiteTracker Project No.: **P-001385**

Maximo WO: **41060418**

Utility: **NC-DEP Level II**

Site Host: **Gregory Sponseller - (919) 577-3220- gregory.sponseller@hollyspringsnc.gov**

Duke Engineer: **Brandon Tellier- (352) 476-5177 - Brandon.tellier2@Duke-Energy.com**

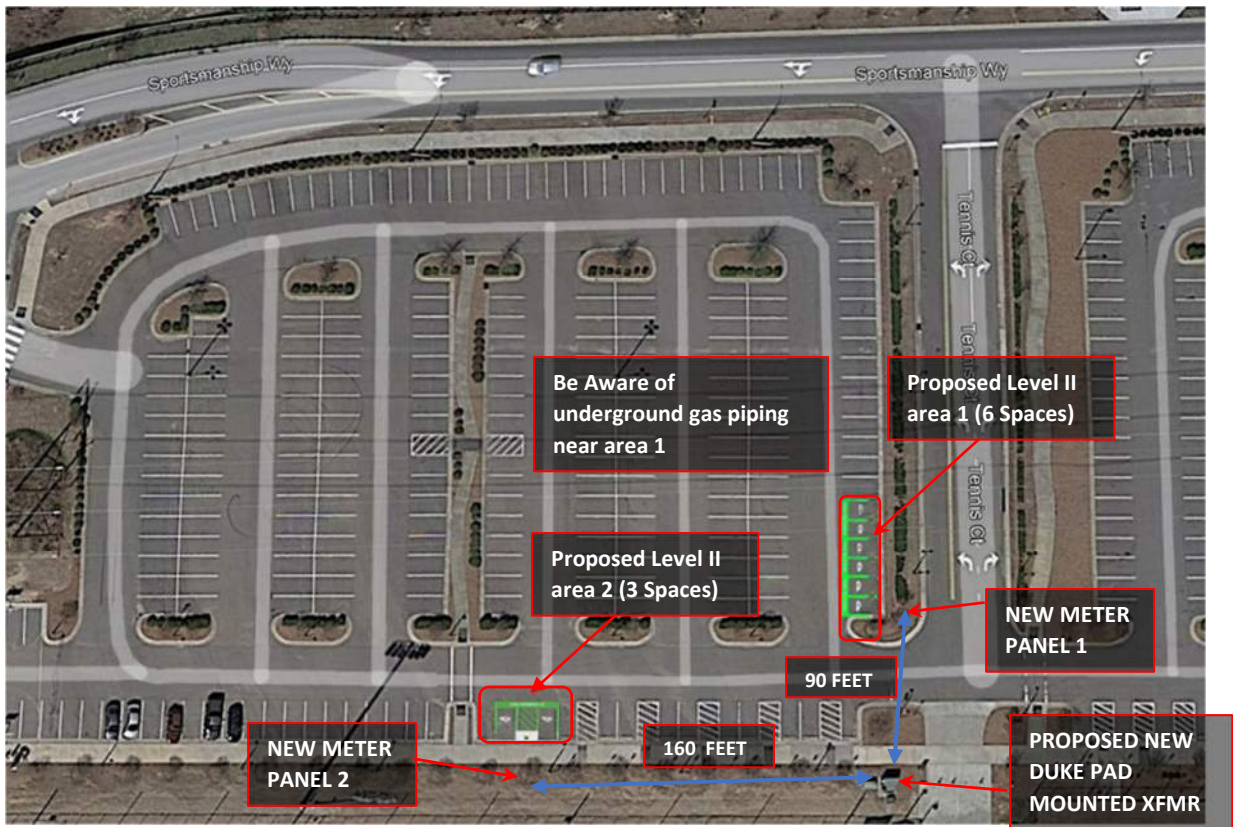
McKim & Creed PM: **Jesse Alonzo – (919) 233-8091 - jalonzo@mckimcreed.com**

Site Location: **101 Sportsmanship Way, Holly Springs, NC 27540**

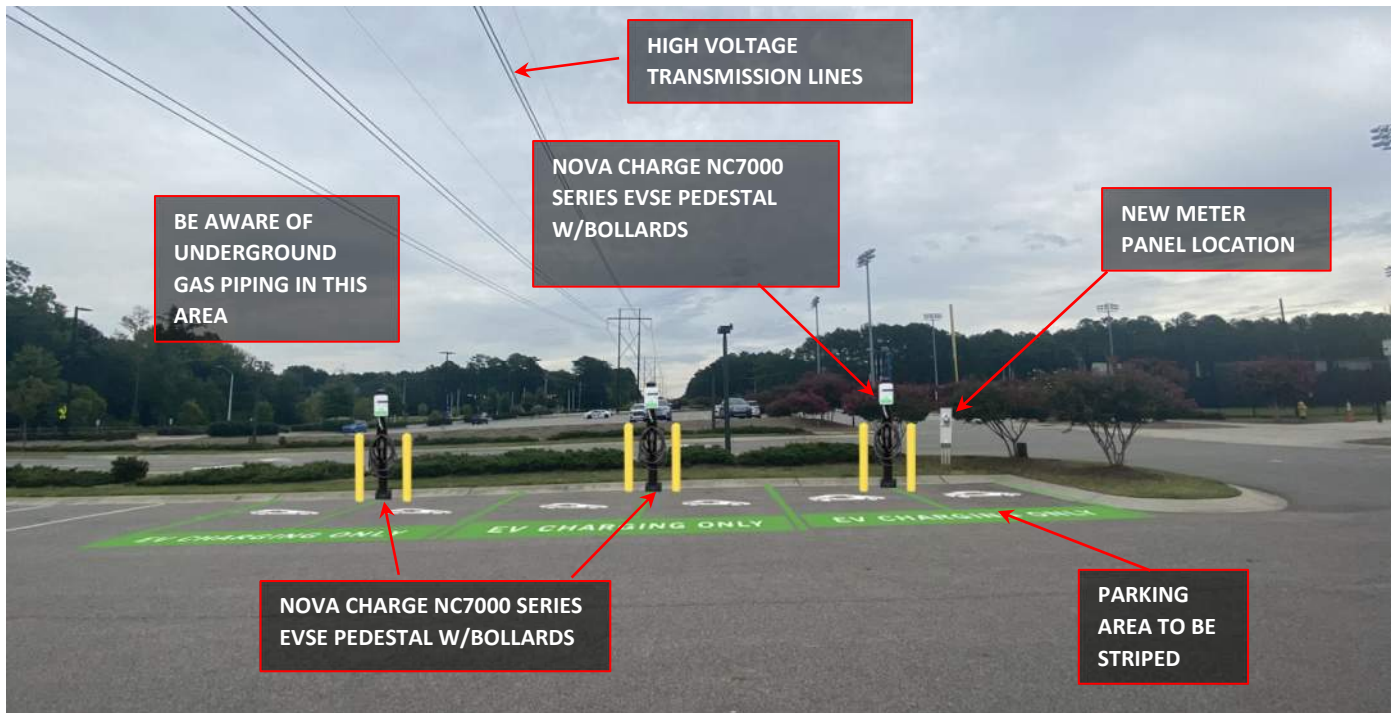
County: **Wake County**

Date of site visit: **8/19/2022**





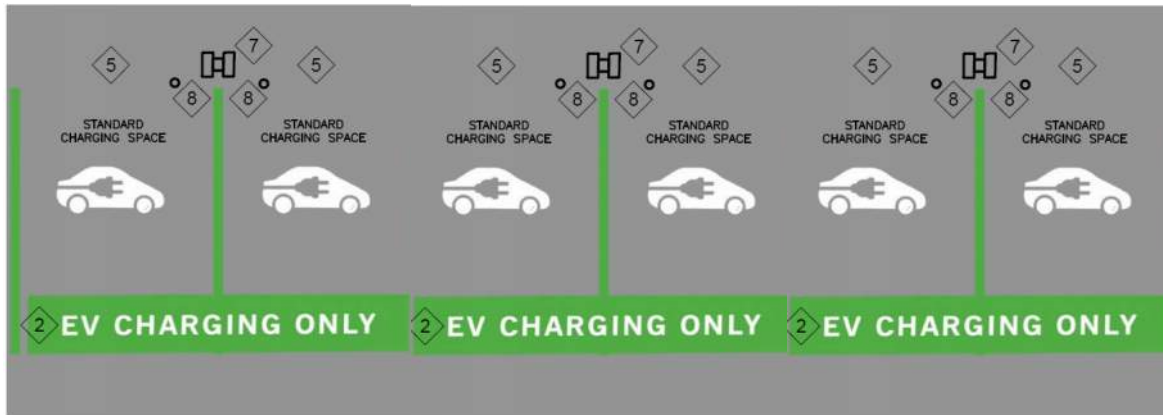
Charger Location - 1



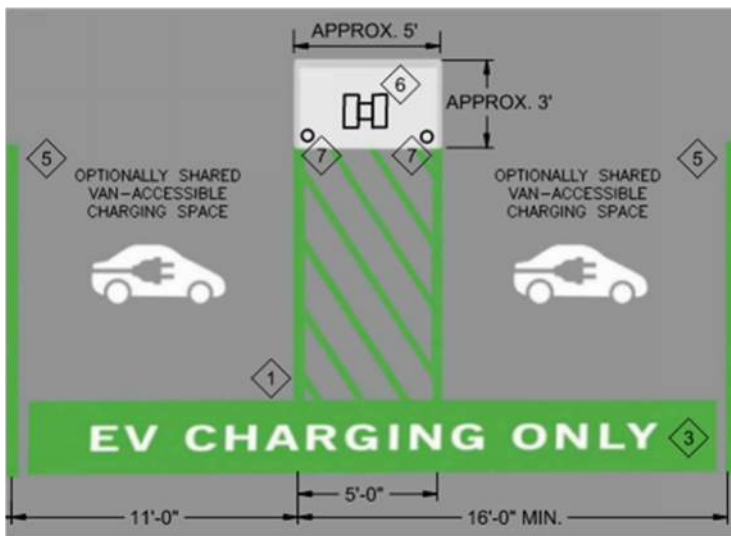
Charger Location – 2



Parking Detail – Location 1:



Parking Detail – Location 2:

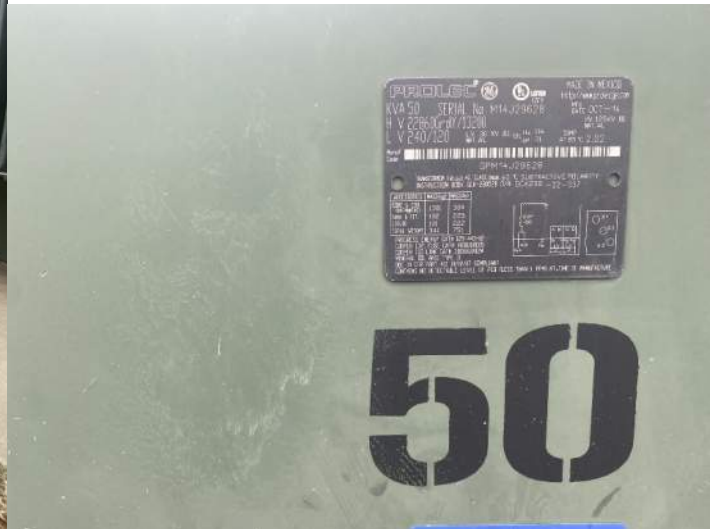


EV PARKING SPACE MARKING

KEYED NEW WORK NOTES:

1. PANTONE 361 GREEN PARKING LINES AND BACKGROUND BEHIND LETTERING.
2. NEWSGOTH BT, BOLD LETTERING.
3. WHITE LETTERING AND CAR ICON.
4. INSTALL DISABLED ACCESS PARKING SIGN AS SHOWN.
5. INSTALL STANDARD PARKING SIGN AS SHOWN.
6. CONCRETE BASE PAD FOR MOUNTING OF DISPENSERS.
7. DOUBLE HEADED NC7000 EV CHARGER IN A SINGLE POST.
8. 4" ROUND, MIN. 4' APART CONCRETE BOLLARD.

Site photos:





Cellular Strength Measurements:



DESIGN APPROVALS

Site Host Approval

Date

REVIEWER COMMENTS

Dear Duke Energy Progress Customer,

Duke Energy Progress is pleased to provide your electric service. In doing so, our goal is to meet your request with the least possible disturbance to your property without damaging any underground objects that may be present.

To provide the service you have requested, we must rely on your knowledge of any underground objects or obstructions that may impede the installation of poles, apparatus or underground facilities. You are the primary source of information about such objects or obstructions that could be damaged by Duke Energy Progress or our contractor's equipment.

In the interest of safety and a damage-free and timely installation, please do the following:

1. Use the checklist(s) below to ensure all site readiness requirements are completed.
2. Acknowledge that you understand the Electric Service Installation Provisions.

You may be responsible for any additional costs incurred by Duke Energy Progress due to our inability to perform work on schedule as a result of the site not being ready or remaining ready until all work has been completed. If you have questions about these provisions or your electric service, please ask the Duke Energy Progress representative handling your request. Thank you for your cooperation, and we look forward to providing you a safe and timely installation.

Site Contact Name: Gregory Sponseller Contact Number: gregory.sponseller@hollyspringsnc.gov (919) 577-3220

Site Readiness Checklist

Note: All marking/locating of lines and other customer-owned equipment must be done with flags, stakes, or paint. In accordance with 811 process all markings must be respected and protected.

CUSTOMER NAME: The Town of Holly Springs SERVICE ADDRESS: 101 Sportsmanship Way, Holly Springs, NC 27540

CUSTOMER READY DATE: 1/27/2023 REQUESTED COMPLETION DATE: 3/27/2023

REQUIRED	REQUIREMENT	COMPLETED
☐	Route clear (minimum 10 ft. width from source to meter base).	☐
☐	Grading within 6 inches of final or to final grade as indicated on Electric Service Installation Provisions.	☐
☐	Builder/Private underground obstacles (lines, tanks, tree protection zones, etc.) located and marked.	☐
☐	Meter Socket(s)/Meter Center(s) is on the Meter Equipment Group approved list.	☐
☐	Self-Contained Meter Base Ready (meter base, load-side conductors, grounding rod and conductor installed).	☐
☐	CT cabinet / metering trough location marked/installed as indicated on CT Metering Site Readiness Checklist	☐
☒	I have been shown the pictures of Duke Energy's standard underground installation equipment and understand the potential impact to my property.	☐
☐	Large truck and/or trencher route clear to access meter base, poles, transformers, or other Duke Energy equipment.	☐
☐	Work only in dry conditions to prevent yard damage.	☐
☐	Individual Right of Way - signed and returned. All other Rights of Way – properly executed and returned.	☐
☐	Contribution-in-aid of construction obligation is met.	☐
☐	Concrete transformer pad is poured, and metering conduit installed per specifications	☐
☐	Conduit (Gray, Schedule 40) installed, as discussed with project designer, for underground primary or service installations per specifications.	☐
☐	In multi-unit structures, all meter boxes are permanently and correctly marked/installed.	☐
☐	I have read, understood, and accepted the Electric Service Installation Provisions' terms.	☐
☐	As a developer, I understand my responsibilities outlined on the attached Subdivision/Multi-Family Checklist.	☐
☐	I have notified Duke Energy of the completion of the above Site Ready requirements.	☐
☐	The maximum number of customer conductors per phase: ☐ 12 per phase ☐ 16 per phase	☐
☐	I have received a copy of the Duke Energy Pad Mounted Transformer Building Clearance Standard .	☐
☒	There are no known environmental hazards or contaminants on my property.	☐
☐		☐

Once you have satisfied all of the requirements checked above, and if applicable on the accompanying CT Metering Site Readiness Checklist, please report to Duke Energy Progress that your site is ready for service by calling Brandon Tellier, or by emailing this form to Brandon.tellier2@Duke-Energy.com, referring to Work Request # 41061024. **352-476-5177**

By signing, I acknowledge that I am the Owner/Customer or Representative of the Owner/Customer with authority to execute this document.

Owner / Customer / Authorized Representative Signature

Date

Your request will not be scheduled until you have completed this notification. Standard scheduling and construction lead-times must be allowed before expecting delivery of your service.

Thank You

Electric Service Installation Provisions

WR# 41061024
(Internal Use Only)

I, Gregory Sponseller, have requested that Duke Energy Progress install above ground or underground electric service conductors at my home/business located at 101 Sportsmanship Way, Holly Springs, NC 27540. In making this request, I agree to the following checked provisions:

1. ☐ While Duke Energy Progress is responsible for locating publicly owned underground utility lines (telephone, CATV, gas) I am responsible for identifying for Duke Energy or its agent the correct location of all privately-owned underground objects that might be damaged by or cause damage to Duke Energy's equipment or its contractor's equipment in the process of installation. Underground objects include, but are not limited to: **septic tanks, drain lines, drain fields, designated repair areas, water lines, irrigation lines and electrical lines not owned by Duke Energy Progress or other publicly owned utilities.**
2. ☐ Once I have physically marked the privately-owned underground objects, within + or - 24 inches, using paint, flags, or stakes, Duke Energy Progress or its contractor will assume responsibility for avoiding damage to said objects.
3. ☐ I assume full responsibility for any damage to privately-owned underground objects caused by my failure to notify or incorrectly notify Duke Energy Progress of the location of the underground objects.
4. ☒ **Duke Energy Progress or its contractor will assume responsibility for performing said installation in a professional manner by avoiding damage to obvious above ground objects such as curbs, gutters, shrubbery, sidewalks, and buildings.**
5. ☐ I understand the specific route of the proposed above ground or underground conductors and location of poles and/or apparatus as described by the Duke Energy Progress representative.
6. ☐ In the course of installing underground lines and equipment in areas with landscape trees, there is the probability of some root damage and I will not hold Duke Energy Progress or its contractor responsible for damage to or the health of any trees.
7. ☐ Equipment tracks and ground disturbance will result from the use of equipment necessary for the installation of above ground or underground facilities.
8. ☐ Duke Energy Progress or its contractor **will not** be responsible for providing non-standard erosion control measures, reseeding or replacing gravel in the area(s) disturbed due to the installation of poles, apparatus (such as transformers or pedestals) or underground facilities.
9. ☐ I understand that I am responsible for complying with any state or federal requirements related to stormwater discharge including any site stabilization measures.
10. ☐ I may be required to pay a contribution in aid of construction if rock or other abnormal conditions are encountered. Refer to the Line Extension Plan (copy available upon request). These conditions include but are not limited to the following examples:

Examples of Charges

Trench Rock, Non-blast
Place clean sand/clay backfill in a standard trench
Provide clean sand/clay backfill from on-site or offsite
Provide conduit in trench
Bore one cable under roads/driveways/sidewalk, >5' - 40'
Mechanical tamping to avoid settling of trench
Rock hole for pole
Rock hole for anchor
Crew delay due to customer or site conditions
Engineering costs
Other: _____

Unit Cost

\$ 15.32 per cu ft of rock removed
\$ 1.69 per linear foot
\$ Actual Cost plus 15%
\$ 8.01 per linear foot
\$ 28.74 per linear foot
\$ 2.47 per linear foot
\$ 288.61 per pole
\$ 280.26 per anchor
\$ 125.00 per hour (\$125 min)
\$ 65.00 per hour
\$ _____

11. ☐ To meet National Electric Safety Codes, work site grading, and landscaping must be ___ at final grade or ___ within 6 inches of final grade (Duke Representative to initial appropriate item) before installation of underground facilities. Refer to the Line Extension Plan (copy available upon request).
12. ☐ I have requested that Duke Energy Progress install underground facilities on the property listed above. In making this request, I agree to be the single point of contact for Duke Energy Progress and agree that I may be financially responsible to Duke Energy Progress for any damage to Duke Energy Progress' equipment that is caused by a contractor retained by me who is uninsured or otherwise does not have the financial ability to pay for said damages.
13. ☐ I have provided Duke Energy Progress with the correct load information to size the electrical facilities required by this request for service. I understand that there may be charges if the actual load requires Duke Energy Progress to alter electrical facilities installed for this request for service.
14. ☐ I assume full responsibility to determine if any lighting ordinances or restrictions that would prohibit the installation of the service requested.
15. ☒ **I agree to allow Duke Energy Progress or its contractor to drive vehicles/equipment on my concrete drive or walkway and I will not hold Duke Energy Progress or its contractor responsible for damage to my concrete drive or walkway.**
16. ☒ **Duke Energy or its contractor will not be responsible for providing remediation or environmental control measures for preexisting environmental hazards or contaminants discovered during the installation of poles, apparatus (such as transformers or pedestals) or underground facilities. Environmental issues not disclosed during project initiation may delay the completion of construction.**
17. ☐ These provisions have been explained to me and I have received a copy of this document.

By signing, I acknowledge that I am the Owner/Customer or Agent of the Owner/Customer with authority to execute this document.

Owner / Customer / Authorized Representative Signature

910-381-8805 Donald.Hamilton@duke-energy.com
Duke Energy Progress Representative Phone Number Email Address

Date
1/27/2023
Date



ELECTRIC VEHICLE DC FAST CHARGING/LEVEL 2 SITE HOST AGREEMENT DUKE ENERGY PROGRESS PARK & PLUG PROGRAM NC

THIS ELECTRIC VEHICLE SITE HOST AGREEMENT (the "**Agreement**") is entered into as of this 27 day of January, 2023 ("**Effective Date**"), between DUKE ENERGY PROGRESS, LLC ("**Duke Energy**") and THE TOWN OF HOLLY SPRINGS ("**Host**"). Duke Energy and Host may be referred to individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

WHEREAS, Duke Energy has created the electric vehicle program (the "**Program**"), pursuant to which Duke Energy will install, own, operate, maintain and support electric vehicle supply equipment ("**EVSE**") within the Duke Energy Progress service area and will record system data to evaluate charging behavior and provide Program evaluations to the North Carolina Utilities Commission ("**NCUC**");

WHEREAS, Host desires to become a participant in the Program and have Duke Energy install and own the EVSE and associated wires, cables, electric meter and panel and other behind-the-meter equipment (collectively, the "**Equipment**") and associated front-end electric infrastructure, including wires, cables, conduits, transformers and related accessories and other equipment (the "**Infrastructure**") on the properties identified in the Statements of Work attached hereto as Exhibit A (each, a "**Statement of Work**"), which is incorporated herein by reference (individually or collectively referred to as the "**Property**");

WHEREAS, Duke Energy is willing to enroll Host in the Program and to install the Equipment and Infrastructure at the Property in accordance with the terms of this Agreement and the Program; and

WHEREAS, Duke Energy has selected a company to provide network access for the Program (the "**Network Provider**") and the Network Provider may charge nominal transaction fees for charging sessions, the payment of which is set forth in Section 1(c) below.

NOW THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. DUKE ENERGY'S OBLIGATIONS.

a. Duke Energy and/or its contractors shall design and construct the Equipment and Infrastructure in compliance with the Program terms, as well as all applicable local, state and federal laws and regulatory requirements. Duke Energy and/or its contractors will coordinate location, placement, and connection of the Equipment with Host. Duke Energy's contractors will obtain electrical permits only. Should the proposed installation schedule require modification, Duke Energy shall notify the Host within a reasonable amount of time of such changes. At the option of Duke Energy, all Equipment shall be Duke Energy branded. Notwithstanding

the foregoing, at Duke Energy's option, if permitted and reasonably practical, the electric meter, panel, and a portion of the Equipment shall be Duke Energy and Host co-branded, with such specifications to be mutually agreed upon by the Parties.

b. Duke Energy shall install and own a new electric meter and panel at the Property, which shall represent a separate new account independent from that of the Host.

c. Duke Energy, via the Network Provider, shall collect a user fee ("**User Fee**") for electricity dispensed from the Equipment in connection with driver's use of the Equipment. The User Fee is the rate specified in the approved tariff(s) filed with NCUC in connection with the Program.

d. During the Term (as defined in Section 3 below) of this Agreement, subject to Section 2(c) below, Duke Energy and/or its contractors shall maintain and repair the Equipment and Infrastructure at Duke Energy's expense. Duke Energy shall repair the Equipment and/or Infrastructure promptly following notification from Host. Duke Energy shall have the right to repair, modify or replace the Equipment and/or Infrastructure at any time during the Term of this Agreement. Duke Energy shall schedule access for installation, maintenance and repairs during a mutually agreeable time. In emergency situations, Host will provide Duke Energy access as soon as reasonably possible and, if directed by Duke Energy, will immediately cease the operations of the EVSE or otherwise prohibit use of the EVSE for such time as directed by Duke Energy.

2. HOST'S OBLIGATIONS.

a. Host shall provide Duke Energy, its representatives, Network Provider, contractors, and designees access to the Program site for purposes of design and installation of the Equipment and Infrastructure.

b. Host agrees to grant Duke Energy permission as needed for Duke Energy to install the Equipment and Infrastructure and implement the Program at the Property. If determined by Duke Energy, as a requirement for Host's participation in the Program, Host agrees to execute a Duke Energy easement as required by Duke Energy in order to grant it sufficient rights for the installation, maintenance, repair and replacement of the Infrastructure.

c. Host shall grant to Duke Energy and/or its contractors such access to the Property as may be deemed necessary or desirable by Duke Energy for the assessment, installation, and the maintenance, repair and/or replacement of all or any portion(s) of the Equipment throughout the Term of this Agreement. In the event the Equipment fails to operate or otherwise requires repairs, Host shall notify Duke Energy promptly. Host shall not damage, disable, modify or tamper with the Equipment in any way except to the extent required

by an emergency situation. If Host violates the preceding sentence, Duke Energy shall repair or replace the Equipment at Host's sole expense.

d. Host acknowledges that Duke Energy and/or its contractors will gather data and information from the Equipment with respect to vehicle charging activity, vehicle usage and technical performance of the vehicle and Equipment. Duke Energy shall own all rights to such data and information. Host acknowledges that such data and information will be used and disclosed by Duke Energy and third parties for the purpose of understanding and evaluating the impact of electric vehicles on transit systems and the electric power grid, for use in regulatory reporting, industry forums, case studies or other similar activities, in accordance with applicable laws and regulations. Duke Energy will make available to the Host, in its sole discretion, relevant station utilization data to assist with decisions to invest in additional charging stations by the Host.

e. Host shall provide public, nondiscriminatory access to the EVSE year-round, 24 hours a day, seven days a week and shall ensure that the charging point is accessible during such times.

f. Host shall be permitted to promote and advertise the Program; provided, however, Duke Energy reserves the right to review and approve any and all advertising, marketing, co-branding or promotional copy or materials developed or used by the Host which references the Host's participation in the Program. Duke Energy may require the Host to submit such copy and materials for pre-approval. Approval shall be granted, unless Duke Energy in its sole discretion, reasonably determines that the copy or materials are misleading, in error, or fail to meet the requirements of the Program terms and conditions, or is not in Duke Energy's best interest. In the event that Duke Energy does not approve, Host agrees to remove from circulation or otherwise discontinue the use of any such materials. Host shall not use, reproduce or display any trademark owned or held by Duke Energy or any of its affiliates without the prior written consent of Duke Energy.

g. Host shall use commercially reasonable efforts to maintain the electric vehicle parking area in safe, condition, to at least the same standard as it customarily maintains the common areas at the Host Property. Host shall take reasonable measures to discourage and prevent anyone other than an EV driver or to whom a particular EVSE has been dedicated from parking in such space, including, without limitation, towing.

3. **TERM AND TERMINATION.**

a. This Agreement shall be effective as of the date of execution by both Parties. The term shall commence on the Effective Date and shall continue for five (5) years (the "Term"), unless sooner terminated or extended as provided herein. Duke Energy shall have the right to extend the Term of this Agreement for one year by giving Host written notice of such extension at least thirty (30) days prior to the end of the Term. Upon expiration or an extension of the Term, Duke Energy in its sole discretion, may transfer title to the Equipment to Host as set forth in Section 5 below.

b. Notwithstanding anything herein to the contrary, Duke Energy shall have the right to terminate this Agreement at any time upon thirty (30) days written notice to Host, which shall be effective as of the effective date of termination set forth in such notice. In addition, in the event Duke Energy determines that the Property is not technically compatible for the purposes hereunder, Duke Energy shall have the right to terminate this Agreement immediately upon written notice to Host. Unless otherwise agreed to by the Parties, Duke Energy shall remove the Equipment following any such termination and return the area to normal parking, in each case at Duke Energy's sole expense; provided, however, that Duke Energy shall have the option but not the obligation to remove any Infrastructure.

c. Notwithstanding anything herein to the contrary, Host shall have the right to terminate this Agreement at any time upon thirty (30) days written notice to Duke Energy, which shall be effective as of the effective date of termination set forth in such notice (the "**Termination Date**"). In the event of a termination of this Agreement pursuant to this Section 3(c), Host shall pay to Duke Energy on the Termination Date an amount equal to the Termination Fee (as defined below). Unless otherwise agreed to by the Parties, Duke Energy shall remove the Equipment following any such termination and return the area to normal parking, in each case at Host's sole expense; provided, however, that Duke Energy shall have no obligation to remove any Infrastructure.

d. The "**Termination Fee**" shall be calculated by Duke Energy and shall equal the pro rata portion of the depreciated dollar value of the Equipment and Infrastructure attributable to the portion of the Term not completed. For informational purposes only, Duke Energy's good faith estimate of the full dollar value of the Equipment and Infrastructure for a particular Property as of the date of a particular Statement of Work shall be included in the Statement of Work for such Property; provided, however, that such estimate shall have no impact on the actual calculation of the Termination Fee.

4. **ELECTRIC SERVICE COST/INTERRUPTION OF SERVICE.** Duke Energy shall be responsible for the installation of a system by which to charge for all electrical consumption costs derived from the utilization of EVSE for charging electric vehicles. During the Term, Host will not be billed for the electricity utilized by the EVSE, other than pursuant to its utilization of the EVSE in accordance with Section 1(c). The Parties acknowledge and agree that, pursuant to the tariff on file with NCUC, Duke Energy does not guarantee continuity of service to the EVSE and is not responsible or liable for interruption, failure, or defect in the supply or character of electricity furnished to facilities or Equipment.

5. **TITLE TO EQUIPMENT.** At all times during the Term of this Agreement, title to the Equipment and Infrastructure shall remain with Duke Energy and neither the Equipment nor the Infrastructure shall be considered fixtures or in any way the property of Host. Upon the expiration of this Agreement, including any extensions thereof, and at Duke Energy's and Host's mutual decision, title to the Equipment may transfer to Host at reasonable book or market value and with no representations or warranties or recourse against Duke Energy. Upon transfer of title to the Equipment to Host, (i) Host

releases Duke Energy from any liabilities, including, but not limited to, any claim or action for bodily injury or property damage resulting from or related to the Equipment or the use of the Equipment whether arising prior to or after such transfer and (ii) Host will be responsible for electrical consumption costs, network access fees, maintenance costs, and any repair costs thereafter.

6. **GOVERNMENTAL APPROVALS.** It is understood and agreed that Duke Energy's ability to install the Equipment and Infrastructure is contingent upon its obtaining after the execution date of this Agreement all of the applicable permits and other approvals that may be required by any federal, state or local authorities (collectively the "**Governmental Approvals**"). Host shall cooperate with Duke Energy in its effort to obtain such Governmental Approvals. In the event that any of such applications for such Governmental Approvals should be finally rejected or Duke Energy determines that such Governmental Approvals may not be obtained in a timely manner or any Governmental Approval issued to Duke Energy is canceled, expires, lapses, or is otherwise withdrawn or terminated by the applicable governmental authority, Duke Energy shall have the right to terminate this Agreement immediately upon written notice to Host.

7. **ACCESSIBILITY REQUIREMENTS.** Host understands and accepts that electric vehicle charging facilities that are publicly accessible shall comply with the Americans with Disabilities Act (ADA) and any applicable State of North Carolina building standards. Host understands and accepts that such standards may impact parking layouts and potentially change the number of non-accessible parking spaces available. Host understands and accepts that changes to initial design representations may occur during the design, construction and operational phases of the Program and may be dictated by design constraints, by law or regulation or by local jurisdictional authorities. Host shall be responsible for any construction upgrades to the Property required in order for the Property to be ADA compliant and hereby agrees that Duke Energy will not be responsible for any construction upgrades required for the EVSE or the Property to be ADA compliant, including but not limited to, the construction of ADA-compliant ramps or the inclusion of certain signage or paint markings.

8. **DUTY TO NOTIFY.** Host shall have the duty to notify Duke Energy promptly regarding any unsafe, inoperable or damaged equipment that applicant becomes aware of. In addition, Host shall promptly report all claims and/or incidents to Duke Energy or its designated representative(s), and promptly thereafter confirm in writing, the occurrence of any injury, loss, or damage incurred.

9. **COMPENSATION.** Under no conditions shall Host or EV drivers receive compensation of any kind, either by cash, in-kind services, or otherwise, for any duties or requirements provided for in these terms and conditions or for participation in any way as part of the Program, including but not limited to: use of data for lawful purposes, loss of business activity during construction or maintenance activities, or any other inconvenience or loss, without limitation, related to participation in the Program.

10. **CHANGES.** Duke Energy may initiate changes to the Program as circumstances dictate.

11. **HOST REPRESENTATIONS.** Host represents and warrants that: (a) it is the owner or authorized manager of the proposed Property and has the power, authority and capacity to bind itself to undertake the Program terms and conditions; and to perform each and every obligation required of Host under the Program, (b) the Property is subject to no conditions, restrictions or covenants incompatible with the installation, maintenance, repair, replacement or use of the Equipment or Infrastructure; and (c) the Property is free of environmental contamination that violates any laws.

12. **DAMAGE TO PROPERTY.** Duke Energy shall be responsible for repairing any damage to the Property directly caused by the installation, maintenance and/or repair of the Equipment/Infrastructure.

13. **INDEMNIFICATION.** Subject to the limitations set forth in the Agreement, and to the extent allowed by law, each Party shall indemnify and hold the other harmless against any claim of liability or loss from bodily injury or property damage resulting from or arising out of the negligence of such Party, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the acts or omissions of the other Party, its servants or agents.

14. **SALE OF PROPERTY.** Host shall notify Duke Energy at least thirty (30) days prior to any sale of the Property. Within thirty (30) days following receipt of such notice, Duke Energy, in its sole discretion, may elect to permit the Host to transfer this agreement and all obligations of the Host to the new owner or to remove the Equipment at Host's sole expense. If Duke Energy elects to remove the Equipment, this Agreement shall be deemed to be automatically terminated without any further action required by either Party as of the earlier of (a) the date the sale of the Property is consummated and (b) the date the Equipment is removed.

15. **TAXES/TAX CREDITS.** To the extent the installation or ownership of the Equipment generates any tax credits, such credits shall be the sole property of and shall inure to the benefit of Duke Energy for the period for which it owns the Equipment provided under this Agreement. If, for any reason, any such credits are not received by Duke Energy, but are instead received by Host, Host agrees to promptly pay the dollar amount of any such credits to Duke Energy.

16. **LIMITATION OF LIABILITY.** In no event shall either Party be liable for consequential, special, incidental, exemplary, punitive, or any indirect damages of any nature arising at any time, from any cause whatsoever. Except for its fraud, willful misconduct or intentional misrepresentation, each Party's aggregate liability relating to this Agreement shall not exceed Two Hundred and Fifty Thousand dollars (\$250,000).

17. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina without reference to its conflict of laws principles.

18. **ENTIRE AGREEMENT; AMENDMENTS; ORDER OF PRECEDENCE.** This Agreement represents the entire

agreement between Duke Energy and Host with respect to the subject matter hereof and supersedes all prior negotiations, binding documents, representations and agreements, whether written or oral, with respect to the subject matter hereof. The Parties may modify and replace any Statement of Work upon mutual agreement in writing. This Agreement may be amended or modified only by a written instrument duly executed by an authorized representative of each Party. The "Agreement" shall mean and shall consist of the following documents, listed in their order of priority in the event of a conflict: (a) any amendment signed by both Parties; (b) any Statement of Work; (c) the terms of this document; (d) any exhibit(s), schedule(s), or descriptions and specifications incorporated into the Agreement.

19. **SUCCESSORS AND ASSIGNS**. Host may not assign, convey or transfer all or any part of this Agreement without Duke Energy's prior written consent. This Agreement shall be binding on, and inure to the benefit of, the Parties and their successors and permitted assigns. Duke Energy may assign this Agreement or any benefit, interest, right or cause of action arising under the Agreement to any person without restriction.

20. **NO WAIVER**. No course of dealing or failure of Duke Energy or Host to enforce strictly any term, right or condition of this Agreement shall be construed as a waiver of that term, right or condition. No express waiver of any term, right or condition of this Agreement shall operate as a waiver of any other term, right or condition.

21. **SURVIVAL**. All sections of this Agreement providing for indemnification or limitation of or protection against liability of either Party shall survive the termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

22. **SEVERABILITY**. If any provision of this Agreement or the application of this Agreement to any person or circumstance shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement and the application of that provision to persons or circumstances other than those as to which it is specifically held invalid or unenforceable shall not be affected, and every remaining provision of this Agreement shall be valid and binding to the fullest extent permitted by laws.

23. **NOTICES**. All notices hereunder must be in writing and shall be deemed validly given if sent by U.S. mail, commercial courier, personal delivery or email, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

Host: THE TOWN OF HOLLY SPRINGS
Attn: _____

Phone: _____

Duke Energy: Duke Energy Progress, LLC

Customer Prototype Lab
Attn: Park & Plug NC
Mail Code 26A
400 South Tryon Street,
Charlotte, NC 28202

Notice shall be effective upon receipt or such later date specified in the notice.

24. **COUNTERPARTS**. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Transmission of images of signed signature pages by facsimile, e-mail or other electronic means shall have the same effect as the delivery of manually signed documents in person.

25. **NO JOINT VENTURE**. The Parties intend by this Agreement to establish the basis upon which they will cooperate together, but on an independent basis. This Agreement does not constitute or create a joint venture, partnership, or any other similar arrangement between the Parties. Each of the Parties is independent and none of them are an agent of, nor has the authority to bind the other for any purpose. No Party shall bind any other, or represent that it has the authority to do so.

26. **PHOTOS/VIDEO OF EQUIPMENT**. Host agrees, upon reasonable notice to allow Duke Energy to enter the Property to take photographs or video of the Equipment. Duke Energy shall own all copyright and other intellectual property rights of such photographs or videos. To the extent the Property appears in any such photographs or videos, Host consents to Duke Energy's use and disclosure of such photographs or videos of the Property.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written.

DUKE ENERGY PROGRESS, LLC

By:_____

Print Name:_____

Title:

HOST:

THE TOWN OF HOLLY SPRINGS

By:_____

Print Name:_____

Title:_____

EXHIBIT A
STATEMENT OF WORK
Site Specific Electric Vehicle Infrastructure

This **STATEMENT OF WORK** ("SOW" or "Statement of Work") effective 1/27/2023 is issued pursuant to the DUKE ENERGY Electric Vehicle Site Host Agreement for installation of DC Fast charger(s)/Level 2 dated 3/27/2023 ("**Agreement**") between THE TOWN OF HOLLY SPRINGS, ("**Host**") and DUKE ENERGY PROGRESS, LLC ("**Duke Energy**"). At the following site location listed below. Each site location shall be issued a separate SOW.

	Deliverable	Description
1	Equipment	☐ Multi-Family Dwelling(Level Two 208v-240v single phase, Multifamily residences and installed in the commons areas) Address(es): ☒ Public Level 2(Level Two 208v-240v single phase, available for general public access) Address(es): 101 SPORTSMANSHIP WAY HOLLY SPRINGS, NC 2 ☐ Public Fast Charging(208v -480v 3 Phase units with CHAdEMO and CCS Combo connectors, available for general public access) Address(es):
2	Infrastructure to be installed/upgraded	Site map to be determined
3	Site host responsibilities	See customer checklist
4	Exceptions and Miscellaneous	To be determined

Equipment Placement Agreement (Level II)

Site Name: The Town of Holly Springs – 1201 Grigsby Ave

SiteTracker Project No.: **P-001386**

Maximo WO: **41061024**

Utility: **NC-DEP Level II**

Site Host: **Gregory Sponseller - (919) 577-3220- gregory.sponseller@hollyspringsnc.gov**

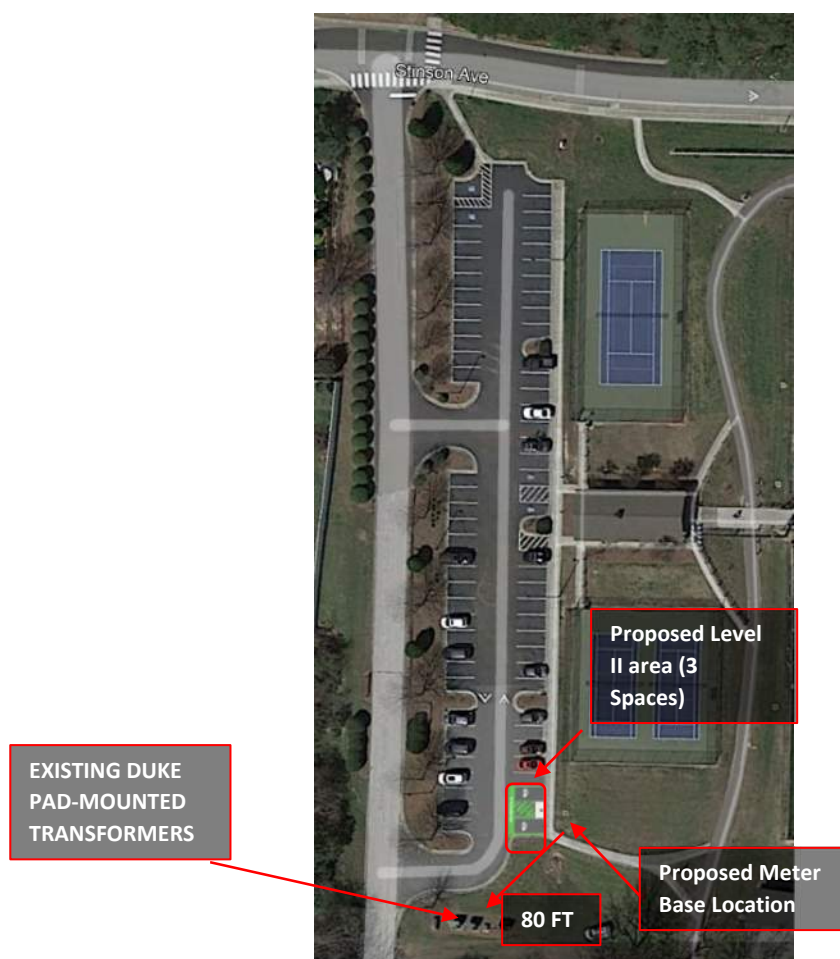
Duke Engineer: **Brandon Tellier- (352) 476-5177- Brandon.tellier2@Duke-Energy.com**

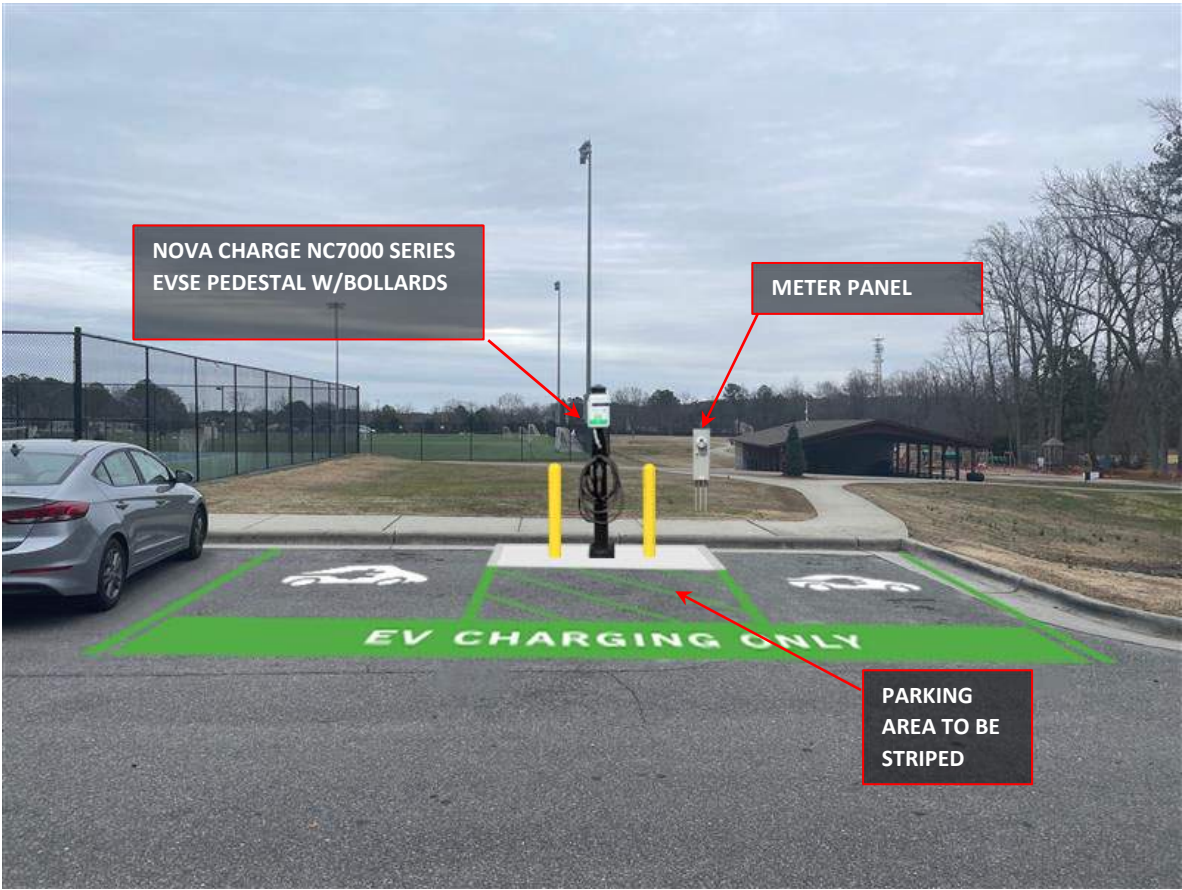
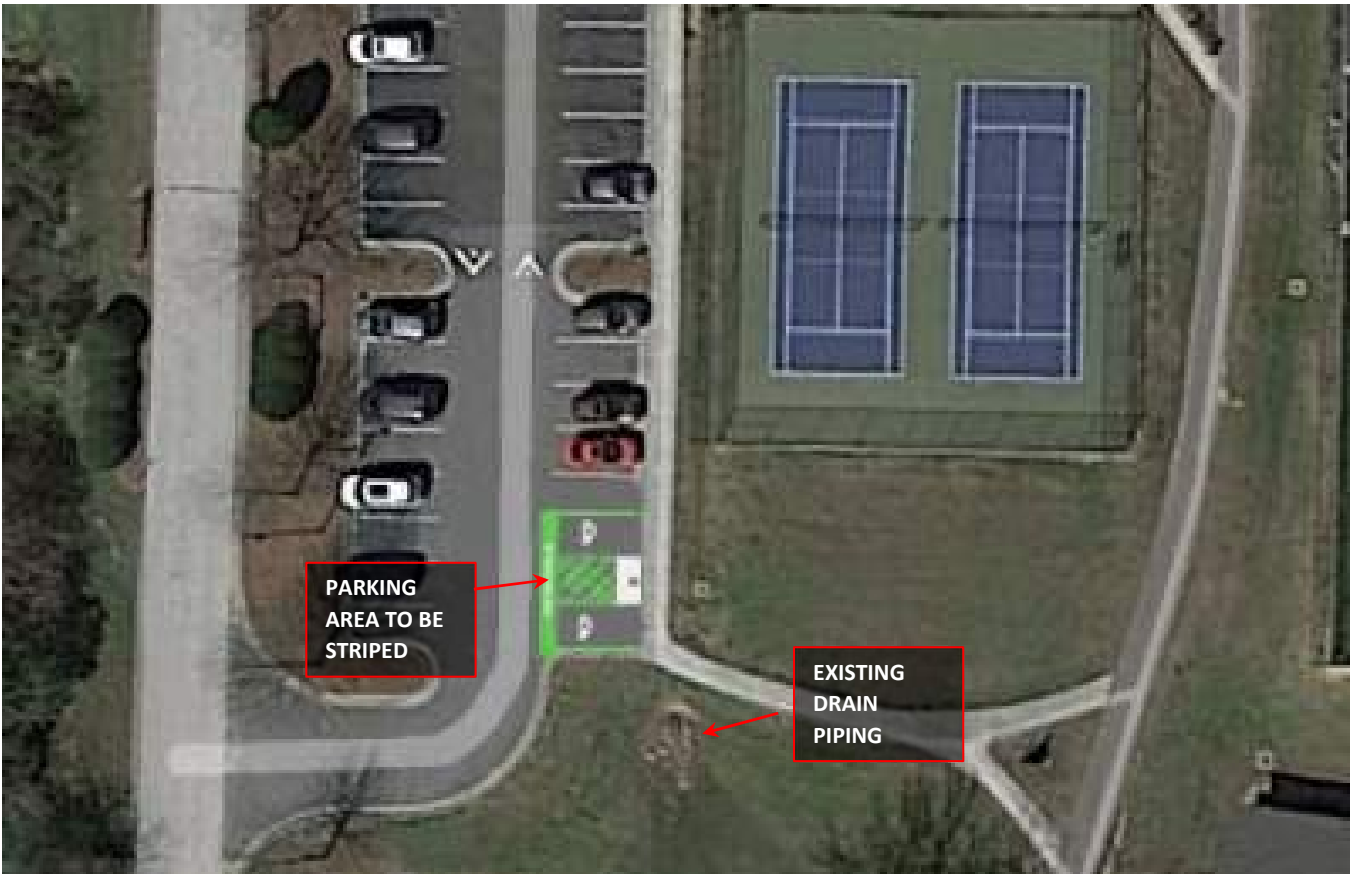
McKim & Creed PM: **Jesse Alonzo** - (919) 233-8091 - jalonzo@mckimcreed.com

Site Location: **1201 Grigsby Ave, Holly Springs, NC 27540**

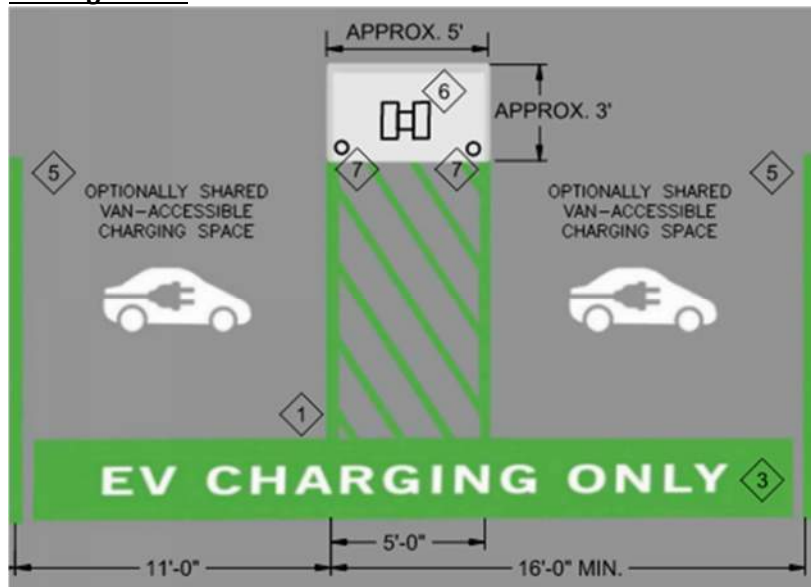
County: **Wake County**

Date of site visit: **8/19/2022**





Parking Detail:



EV PARKING SPACE MARKING

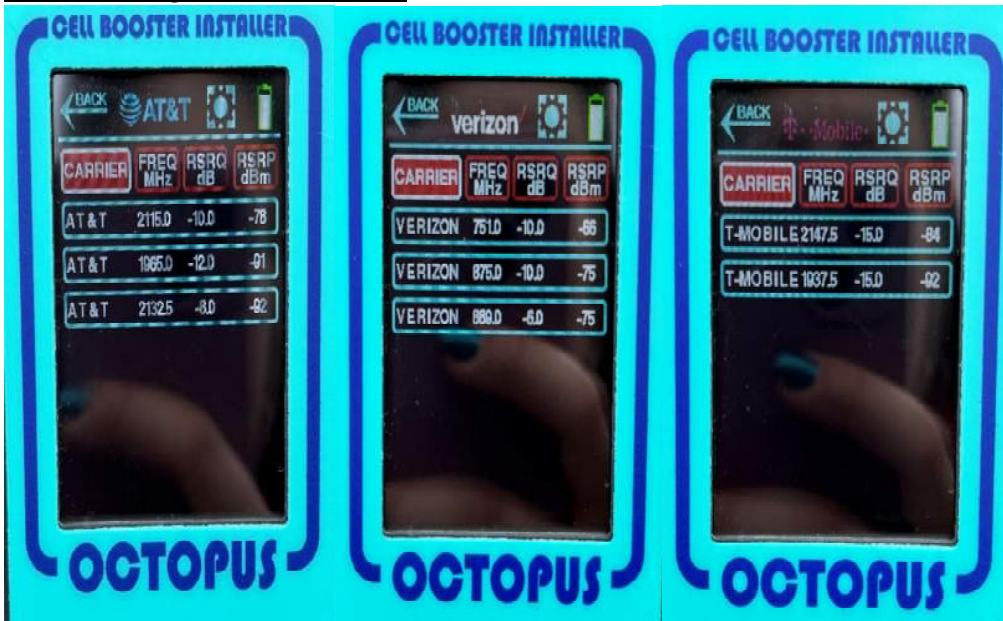
KEYED NEW WORK NOTES:

1. PANTONE 361 GREEN PARKING LINES AND BACKGROUND BEHIND LETTERING.
2. NEWSGOTH BT, BOLD LETTERING.
3. WHITE LETTERING AND CAR ICON.
4. INSTALL DISABLED ACCESS PARKING SIGN AS SHOWN.
5. INSTALL STANDARD PARKING SIGN AS SHOWN.
6. CONCRETE BASE PAD FOR MOUNTING OF DISPENSERS.
7. DOUBLE HEADED NC7000 EV CHARGER IN A SINGLE POST.
8. 4" ROUND, MIN. 4' APART CONCRETE BOLLARD.

Site photos:



Cellular Strength Measurements:



DESIGN APPROVALS

Site Host Approval _____ Date _____

REVIEWER COMMENTS

Dear Duke Energy Progress Customer,

Duke Energy Progress is pleased to provide your electric service. In doing so, our goal is to meet your request with the least possible disturbance to your property without damaging any underground objects that may be present.

To provide the service you have requested, we must rely on your knowledge of any underground objects or obstructions that may impede the installation of poles, apparatus or underground facilities. You are the primary source of information about such objects or obstructions that could be damaged by Duke Energy Progress or our contractor's equipment.

In the interest of safety and a damage-free and timely installation, please do the following:

1. Use the checklist(s) below to ensure all site readiness requirements are completed.
2. Acknowledge that you understand the Electric Service Installation Provisions.

You may be responsible for any additional costs incurred by Duke Energy Progress due to our inability to perform work on schedule as a result of the site not being ready or remaining ready until all work has been completed. If you have questions about these provisions or your electric service, please ask the Duke Energy Progress representative handling your request. Thank you for your cooperation, and we look forward to providing you a safe and timely installation.

Site Contact Name: Gregory Sponseller Contact Number: gregory.sponseller@hollyspringsnc.gov (919) 577-3220

Site Readiness Checklist

Note: All marking/locating of lines and other customer-owned equipment must be done with flags, stakes, or paint. In accordance with 811 process all markings must be respected and protected.

CUSTOMER NAME: The Town of Holly Springs SERVICE ADDRESS: 1201 Grigsby Ave, Holly Springs, NC 27540

CUSTOMER READY DATE: 1/27/2023 REQUESTED COMPLETION DATE: 3/27/2023

REQUIRED	REQUIREMENT	COMPLETED
☐	Route clear (minimum 10 ft. width from source to meter base).	☐
☐	Grading within 6 inches of final or to final grade as indicated on Electric Service Installation Provisions.	☐
☐	Builder/Private underground obstacles (lines, tanks, tree protection zones, etc.) located and marked.	☐
☐	Meter Socket(s)/Meter Center(s) is on the Meter Equipment Group approved list.	☐
☐	Self-Contained Meter Base Ready (meter base, load-side conductors, grounding rod and conductor installed).	☐
☐	CT cabinet / metering trough location marked/installed as indicated on CT Metering Site Readiness Checklist	☐
☒	I have been shown the pictures of Duke Energy's standard underground installation equipment and understand the potential impact to my property.	☐
☐	Large truck and/or trencher route clear to access meter base, poles, transformers, or other Duke Energy equipment.	☐
☐	Work only in dry conditions to prevent yard damage.	☐
☐	Individual Right of Way - signed and returned. All other Rights of Way – properly executed and returned.	☐
☐	Contribution-in-aid of construction obligation is met.	☐
☐	Concrete transformer pad is poured, and metering conduit installed per specifications	☐
☐	Conduit (Gray, Schedule 40) installed, as discussed with project designer, for underground primary or service installations per specifications.	☐
☐	In multi-unit structures, all meter boxes are permanently and correctly marked/installed.	☐
☐	I have read, understood, and accepted the Electric Service Installation Provisions' terms.	☐
☐	As a developer, I understand my responsibilities outlined on the attached Subdivision/Multi-Family Checklist.	☐
☐	I have notified Duke Energy of the completion of the above Site Ready requirements.	☐
☐	The maximum number of customer conductors per phase: ☐ 12 per phase ☐ 16 per phase	☐
☐	I have received a copy of the Duke Energy Pad Mounted Transformer Building Clearance Standard .	☐
☒	There are no known environmental hazards or contaminants on my property.	☐
☐		☐

Once you have satisfied all of the requirements checked above, and if applicable on the accompanying CT Metering Site Readiness Checklist, please report to Duke Energy Progress that your site is ready for service by calling Brandon Tellier, or by emailing this form to Brandon.tellier2@Duke-Energy.com, referring to Work Request # 41061024. **352-476-5177**

By signing, I acknowledge that I am the Owner/Customer or Representative of the Owner/Customer with authority to execute this document.

Owner / Customer / Authorized Representative Signature

Date

Your request will not be scheduled until you have completed this notification. Standard scheduling and construction lead-times must be allowed before expecting delivery of your service.

Thank You

Electric Service Installation Provisions

WR# 41061024
(Internal Use Only)

I, Gregory Sponseller, have requested that Duke Energy Progress install above ground or underground electric service conductors at my home/business located at 1201 Grigsby Ave, Holly Springs, NC 27540. In making this request, I agree to the following checked provisions:

1. ☐ While Duke Energy Progress is responsible for locating publicly owned underground utility lines (telephone, CATV, gas) I am responsible for identifying for Duke Energy or its agent the correct location of all privately-owned underground objects that might be damaged by or cause damage to Duke Energy's equipment or its contractor's equipment in the process of installation. Underground objects include, but are not limited to: **septic tanks, drain lines, drain fields, designated repair areas, water lines, irrigation lines and electrical lines not owned by Duke Energy Progress or other publicly owned utilities.**
2. ☐ Once I have physically marked the privately-owned underground objects, within + or - 24 inches, using paint, flags, or stakes, Duke Energy Progress or its contractor will assume responsibility for avoiding damage to said objects.
3. ☐ I assume full responsibility for any damage to privately-owned underground objects caused by my failure to notify or incorrectly notify Duke Energy Progress of the location of the underground objects.
4. ☒ **Duke Energy Progress or its contractor will assume responsibility for performing said installation in a professional manner by avoiding damage to obvious above ground objects such as curbs, gutters, shrubbery, sidewalks, and buildings.**
5. ☐ I understand the specific route of the proposed above ground or underground conductors and location of poles and/or apparatus as described by the Duke Energy Progress representative.
6. ☐ In the course of installing underground lines and equipment in areas with landscape trees, there is the probability of some root damage and I will not hold Duke Energy Progress or its contractor responsible for damage to or the health of any trees.
7. ☐ Equipment tracks and ground disturbance will result from the use of equipment necessary for the installation of above ground or underground facilities.
8. ☐ Duke Energy Progress or its contractor **will not** be responsible for providing non-standard erosion control measures, reseeding or replacing gravel in the area(s) disturbed due to the installation of poles, apparatus (such as transformers or pedestals) or underground facilities.
9. ☐ I understand that I am responsible for complying with any state or federal requirements related to stormwater discharge including any site stabilization measures.
10. ☐ I may be required to pay a contribution in aid of construction if rock or other abnormal conditions are encountered. Refer to the Line Extension Plan (copy available upon request). These conditions include but are not limited to the following examples:

Examples of Charges

Trench Rock, Non-blast
Place clean sand/clay backfill in a standard trench
Provide clean sand/clay backfill from on-site or offsite
Provide conduit in trench
Bore one cable under roads/driveways/sidewalk, >5' - 40'
Mechanical tamping to avoid settling of trench
Rock hole for pole
Rock hole for anchor
Crew delay due to customer or site conditions
Engineering costs
Other: _____

Unit Cost

\$ 15.32 per cu ft of rock removed
\$ 1.69 per linear foot
\$ Actual Cost plus 15%
\$ 8.01 per linear foot
\$ 28.74 per linear foot
\$ 2.47 per linear foot
\$ 288.61 per pole
\$ 280.26 per anchor
\$ 125.00 per hour (\$125 min)
\$ 65.00 per hour
\$ _____

11. ☐ To meet National Electric Safety Codes, work site grading, and landscaping must be ___ at final grade or ___ within 6 inches of final grade (Duke Representative to initial appropriate item) before installation of underground facilities. Refer to the Line Extension Plan (copy available upon request).
12. ☐ I have requested that Duke Energy Progress install underground facilities on the property listed above. In making this request, I agree to be the single point of contact for Duke Energy Progress and agree that I may be financially responsible to Duke Energy Progress for any damage to Duke Energy Progress' equipment that is caused by a contractor retained by me who is uninsured or otherwise does not have the financial ability to pay for said damages.
13. ☐ I have provided Duke Energy Progress with the correct load information to size the electrical facilities required by this request for service. I understand that there may be charges if the actual load requires Duke Energy Progress to alter electrical facilities installed for this request for service.
14. ☐ I assume full responsibility to determine if any lighting ordinances or restrictions that would prohibit the installation of the service requested.
15. ☒ **I agree to allow Duke Energy Progress or its contractor to drive vehicles/equipment on my concrete drive or walkway and I will not hold Duke Energy Progress or its contractor responsible for damage to my concrete drive or walkway.**
16. ☒ **Duke Energy or its contractor will not be responsible for providing remediation or environmental control measures for preexisting environmental hazards or contaminants discovered during the installation of poles, apparatus (such as transformers or pedestals) or underground facilities. Environmental issues not disclosed during project initiation may delay the completion of construction.**
17. ☐ These provisions have been explained to me and I have received a copy of this document.

By signing, I acknowledge that I am the Owner/Customer or Agent of the Owner/Customer with authority to execute this document.

Owner / Customer / Authorized Representative Signature
Donald Hamilton
Duke Energy Progress Representative Phone Number Email Address
910-381-8805 Donald.Hamilton@duke-energy.com

Date
1/27/2023
Date

EXHIBIT A
STATEMENT OF WORK
Site Specific Electric Vehicle Infrastructure

This **STATEMENT OF WORK** ("SOW" or "Statement of Work") effective 1/27/2023 is issued pursuant to the DUKE ENERGY Electric Vehicle Site Host Agreement for installation of DC Fast charger(s)/Level 2 dated 3/27/2023 ("**Agreement**") between THE TOWN OF HOLLY SPRINGS, ("**Host**") and DUKE ENERGY PROGRESS, LLC ("**Duke Energy**"). At the following site location listed below. Each site location shall be issued a separate SOW.

	Deliverable	Description
1	Equipment	☐ Multi-Family Dwelling(Level Two 208v-240v single phase, Multifamily residences and installed in the commons areas) Address(es): ☒ Public Level 2(Level Two 208v-240v single phase, available for general public access) Address(es): 1201 GRIGSBY AVE HOLLY SPRINGS, NC 27540 ☐ Public Fast Charging(208v -480v 3 Phase units with CHAdEMO and CCS Combo connectors, available for general public access) Address(es):
2	Infrastructure to be installed/upgraded	Site map to be determined
3	Site host responsibilities	See customer checklist
4	Exceptions and Miscellaneous	To be determined



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 14.

Consent Agenda

Title: Service Agreement for SCADA System Upgrades Phase 1

Strategic Priority Area: Safe & Friendly
Responsible & Balanced Growth

Staff Resource: Seann Byrd, Utilities and Infrastructure, Rachel Ingham, Utilities and Infrastructure

Action(s):

- Authorize the Town Manager to approve a service agreement for the purchase and installation of SCADA equipment in the amount of \$473,000 to upgrade system components for continuous monitoring of utility assets.
- Authorize the Town Manager to approve any change orders or additional contracts that are necessary for the SCADA Upgrades project that are within the Town Council approved project budget and scope,

Explanation:

- SCADA is an acronym for Supervisory Control And Data Acquisition. SCADA is a telemetry system that monitors major components of the water and wastewater systems. Almost all public utilities in NC and the United States have some form of SCADA system.
- The Town has outgrown its former service provider and their associated proprietary systems and now needs non-proprietary systems with a higher degree of technical capability and quicker service response time.
- A thorough SCADA system will alert staff when issues arise in the utility system, and in many cases, prevent costly equipment breakdowns as well as prevent potentially negative public health and environmental health events.
- This phase primarily involves pump stations, elevated tanks, and booster stations. Future phases will involve water reclamation facility improvements and fiber optic communications improvements to the SCADA system.
- The strategic vision for SCADA is to:
 - Operate expensive chemical feed systems using sensors and programming to maximize efficiency
 - Analyze amperage and real-time flow data to gauge the percent efficiency of pumps
 - Utilize specialized devices with the goals of increasing energy conservation and decreasing inflow and infiltration
 - Employ security cameras to prevent vandalism and to ensure staff procedural compliance

Background:

- The current SCADA system has been largely the same for the last 20 years.
- The current system has reached its useful life and no longer adequately serves the scope, scale, complexity, and product repair requirements of the town's utility system.

Funding Source(s):

Community Investment Plan

Attachment(s):

1. Holly Springs SCADA RFP_ Contract R1

Date: 12/22/2022

To: Brent Quick
Town of Holly Springs

Contract #: CCU Q110922dc1

Scope: Includes items related to:

- Town of Holly Springs RFP, issued 10/24/2022
- CCUs RFP response on 11/10/2022
- Town of Holly Springs Signature Page (Attached)

Custom Controls Unlimited (CCU) is pleased to offer the following **Contract** based on the below equipment and services:

Hardware and Services General Summary:

1. Hardware Provided by CCU, LLC:

- Two (2) SCADA Servers
- One (1) Operator Workstation
- One (1) VTScada Dual Server Premium 5,000 Tag bundle
- One (1) Next generation firewall appliance
- Twenty (20) Sewer Station RTUs
- One (1) Booster Pump Station RTU
- Four (4) Tank RTUs
- Twenty (20) Submersible Transducers
- Four (4) Submersible rated pipe thread transducers (Tank Levels)
- Two (2) Rain Gauges
- Four (4) Rolls of 7/8" Helix cable,
- Four (4) Omni antennas and misc connectors

2. Services Provided by CCU, LLC:

- Panel Design and Documentation
- PLC and SCADA Programming
- Panel manufacture and labeling to UL 508A
- Factory Testing (witnessed if requested by owner)
- Turnkey installation on existing equipment racks
- Startup and commissioning
- Four (4) full days of training

3. Services NOT Provided by CCU, LLC:

- Permitting
- Any services or hardware not explicitly noted in this proposal

Notes, Exceptions, and Assumptions:

- CCU assumes existing equipment to be in good working order. Items found that are malfunctioning or damaged will need to be replaced at the expense of the client.
- CCU will re-use existing equipment racks, conduit, and wire where possible.
- PLC programming software is not included.
- All plant operations will be done by plant operations staff throughout the installation and startup process. CCU staff are not licensed for plant operations.
- CCU assumes that a dedicated fiber link exists between the Re-Use tank and the server locations.

Pricing and Payment Terms:

Custom Controls Unlimited, LLC will provide the materials and services listed above for a cost of:

Total before tax: \$473,000.00
Sales Tax (N/A%): N/A
Grand Total: \$473,000.00

This project is proposed as a capital improvement project. Use Tax is included in the price. A form 589CI must be provided by the owner to substantiate the project as a capital improvement project. Without this document, sales tax will have to be added to include the labor portions of the proposal.

* Payment terms: NET 30

* CCU's standard terms and conditions apply to this Contract

* Town of Holly Springs Signature Page applies to this contract (Attached)

Acceptance of Contract:

We have read and understand all pages of this agreement and hereby acknowledge receipt of a copy hereof and realize the attached CUSTOM CONTROLS UNLIMITED, LLC Conditions of Sale are part of this agreement. You are authorized to do the work as specified. *Circle and initial by the prices above to accept and authorize Notice to proceed.*

WITNESS OUR SIGNATURES, this the _____ day of _____, 20 ____.

OWNER

Company Name: _____

Signed by: _____

Print Name: _____ Title: _____

OWNER WITNESS

Signed by: _____

Print Name: _____ Title: _____

FOR CUSTOM CONTROLS UNLIMITED, LLC

Signed by: J. Devin Carroll

Print Name: J. Devin Carroll, Title: VP

CONTRACTOR WITNESS

Signed by: Amanda Baie Broyles

Print Name: Amanda Broyles Title: Commercial Finance Manager

CUSTOM CONTROLS UNLIMITED, LLC CONDITIONS OF SALE

1. Sales and Use Tax. If a valid exemption certificate is not provided, Owner shall pay sales taxes associated with the services contracted as applicable, and shall directly pay or reimburse CCU for any such taxes that CCU may be required to pay, including without limitation, sales and/or use taxes required under applicable law in connection with CCU's purchase or use of equipment, supplies, materials, and/or subcontracted services, necessary in performing the Services listed above.
2. Performance of Obligations. The manner in which CCU's obligations are to be performed and the specific hours during which the obligations are to be performed shall be determined solely by CCU. CCU shall not be required to devote full time, attention, or energy to the performance of CCU's obligations under this Agreement. However, CCU shall work as many hours as may be reasonably necessary for CCU to fulfill its obligations under this Agreement.

CCU shall supply at CCU's expense any instrumentalities required by CCU for the performance of CCU's obligations hereunder.

3. Term. The term of this Agreement will commence on the date the last of the parties' executes this Agreement and continue until terminated in accordance with paragraph 10 of this Agreement. Notwithstanding any other provisions of this paragraph, this Agreement will terminate automatically in the event of a party's bankruptcy, insolvency, or assignment for the benefit of creditors.
4. Compensation. Compensation paid pursuant to this Agreement shall not be subject to the customary withholding of income taxes and other employment taxes. CCU shall be solely responsible for reporting and paying any such taxes.
5. Indemnification and Release. Parties shall indemnify, defend, and hold the other parties, and its parents, subsidiaries, affiliates, officers, employees, and licensors, harmless from any and all claims, demands, actions, damages, losses, liability, costs, and expenses, including actual attorney fees, brought by any third party, arising out of or by virtue of any breach or default in the performance of any obligation on Party's part to be performed under the terms of this Agreement; any direct or indirect act of negligence of Party's; or Party's failure to comply with any requirements of any governmental authorities.
6. Warranty. CCU warrants the products shall conform to the description contained in this agreement and be free from defects in material and workmanship for a period of one (1) year from the date the products are initially placed in operation, or 18 months from when the products are shipped, whichever occurs first, provided that the products are stored, maintained and operated so as to protect the products from harm or damage due to any cause but not limited to fire, water, inclement weather, lightening, extreme temperatures, and not subjected to misuse, neglect or accident. Upon prompt written notice of and determination that such defect is covered under the foregoing warranty, CCU's responsibility is limited to correction of the defect by, at CCU's option, repair or replacement of the defective part or parts. Unless stated elsewhere herein, CCU provides no warranty of product performance or process results. The foregoing warranties are exclusive and in lieu of all other warranties of any kind, including any implied warranty of merchantability or fitness for a particular purpose.
7. Software. Software created on this project by CCU is owned by CCU. If noted in the scope of work, CCU may authorize use of this software inside the Owner's organization only. Authorized use includes ability to modify the software, by the Owner at the Owner's risk. Under no circumstance is the Owner, agent or third-party contractor of the Owner authorized to distribute or use software created by CCU at locations other than the Owner's facilities.
8. Limitation on Damages. CCU shall not be liable under any circumstances for any special, consequential, incidental, or exemplary damages arising out of or in any way connected with this Agreement or the services provided, including, but not limited to, damages for lost profits, anticipated sales, compensation, reimbursement, good will for expenditures, investments, leases, or any other commitments in connection with the business of Owner, or damages to third parties. CCU's liability is limited to the extent permitted by law in states that do not allow the exclusion or limitation of liability for consequential or incidental damages. Liability limits shall be in accordance with Parties' commercial liability policies.
9. No Third-Party Beneficiary. It is the explicit intention of the parties hereto, that no person or entity, other than the parties, is or shall be entitled to bring any action to enforce any provision of this Agreement against either of the parties, and the covenants, undertakings, and agreements set forth in this Agreement shall be solely for the benefit of and shall be enforceable only by the parties hereto or their respective permitted successors or assigns hereunder.
10. Termination. This agreement may be terminated by CCU, in whole or in part, (a) whenever Owner defaults in its performance in any manner and fails to remedy same within seventy-two (72) hours after receipt of notice setting forth the default
11. Independent Contractor. The parties acknowledge that CCU is an independent contractor and is not an agent, partner, joint venturer, nor employee Owner. Nothing shall operate to change or alter that relationship except further agreement between the parties in writing and specifically addressing the issue. Neither party shall have authority to bind or otherwise obligate the other in any manner nor shall either party represent to anyone that it has a right to do so.
12. Force Majeure. Under no circumstances shall either party be held liable for any delay or failure in performance resulting directly or indirectly by acts of nature, forces, or causes beyond its reasonable control, including, without limitation: internet, computer equipment, telecommunication equipment, other equipment, or electrical power failures; riots; insurrections; civil disturbances; fires; floods; storms; explosions; acts of God; war; governmental actions; orders of domestic or foreign courts or tribunals; or loss of or fluctuations in heat, light, or air conditioning.

13. Binding Agreement. The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties. Any provision hereof which imposes upon a party an obligation after termination or expiration of this Agreement shall survive termination or expiration hereof and be binding upon the party.
14. Choice of Law. The laws of the State of North Carolina shall govern the validity, performance, construction, and enforcement of this Agreement without regard to choice of law provisions. By agreeing to the terms of this Agreement, Owner consents to personal jurisdiction and venue in the Circuit Court for Wake County, North Carolina with respect to all controversies, disputes, and claims. No litigation concerning a dispute or arising out of this agreement may be commenced by Owner more than one year after completion of work by CCU.
15. Arbitration. If any controversy or claim arising out of this Agreement cannot be settled by the Parties hereto, the controversy or claim shall, at the sole option of CCU be settled by arbitration in accordance with the rules of the American Arbitration Association then in effect. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in Wake County, North Carolina, and judgment on the arbitration award may be entered into the Circuit Court for Wake County.
16. Amendment. This Agreement may only be altered or amended in an instrument, in writing, signed by all the parties hereto.
17. Waiver. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
18. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage paid, addressed as follows:
19. Severability. The invalidity of any portion of this Agreement will and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.
20. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and supersedes all prior contemporaneous agreements, representations, and understandings of the parties.
21. Counterparts and Facsimile Copies. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original. A facsimile copy or photocopy of this Agreement containing facsimile copies or photocopies of the signatures or initials of any Party shall be binding.
22. Compliance. Parties shall comply with all Federal, State and local laws applicable to their obligations hereunder.
23. Non-Appropriation. All funds for payment by Owner under this Agreement are subject to the availability of any annual appropriation for this purpose by the Owner. In the event of non-appropriation of funds by the Owner for the services provided under this Agreement, Owner will terminate this Agreement, without termination charge or liability, on the last day of the then-current fiscal year or when the appropriation made for then-current year for the services/items covered by this Agreement is spent, whichever occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by CCU on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and Owner shall not be obligated under this Agreement beyond the date of termination.

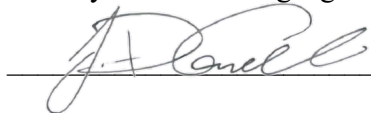
TOWN OF HOLLY SPRINGS CONTRACT SIGNATURE PAGE

NOTICE TO ALL CONTRACTORS & VENDORS:

Notwithstanding anything to the contrary in your contracts, this Contract is valid and enforceable only on the following conditions: Any language in the attached contract purporting to create an indemnity against the Town is hereby stricken and given no effect. Any provision for forum selection or choice of law other than the situs of this contract (Wake County, North Carolina) is hereby stricken and given no effect. The signatures below are only effective upon your acceptance of the foregoing. In the event that you do not accept this notice and notification, inform the Contract Manager/Contact listed below immediately. For contracts obligating a town expenditure exceeding \$500, a PO is required.

VENDOR SIGNATURE:

I certify the above language is acceptable.

 Date: 12/22/2022

Printed Name & Title: J. Devin Carroll

Approved as to form:

John Schifano, Town Attorney

Town Contact: _____

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

Antwan Morrison, Finance Director
PO Number: _____

TOWN OF HOLLY SPRINGS

By: _____
Randy Harrington, Town Manager

ATTEST:

(Town Seal)

By: _____
☐ Linda C. McKinney, Town Clerk
☐ Kathryn White, Deputy Town Clerk



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 15.

Consent Agenda

Title: Middle Creek Greenway - Construction Contract Amendment/Change Order

Strategic Priority Area: Engaged, Healthy, & Active Community

Safe & Friendly

Responsible & Balanced Growth

Staff Resource: Tim Athy, Utilities and Infrastructure, Aaron Levitt, Utilities and Infrastructure, LeeAnn Plumer, Parks & Recreation

Action(s):

- Approve construction contract change order for Fred Smith Company (FSC) in the amount of \$518,250 (including contingency) for the construction of the Middle Creek Greenway to account for materials, supplies and labor inflation.
- Award and authorize the Town Manager to sign and execute the FSC construction contract change order in the amount of \$318,231.
- Adopt Parks and Recreation Capital Project Ordinance (23-05) to add \$372,863 to the project budget.
- Authorize the Town Manager to sign and execute any contract within the approved project budget, project scope, and current and prior Council actions.

Explanation:

- The change order submitted by Fred Smith Company (FSC) requests the Town to reimburse the contractor for additional costs incurred as a result from the delayed notice to proceed (NTP).
- The contractual NTP for construction was anticipated on June 1, 2022.
- The current NTP is January 30, 2023 and was delayed due to securing environmental permits, a required map revision to the FEMA floodplain, and private utility encroachment agreements finalization.
- The change order includes additional increased costs for labor, materials, overhead, and subcontractor contracts.
- Parks and Recreation Capital Project Ordinance (23-05) increases the total appropriation by \$372,863 by transfer from the Park Reserve Fund.

Background:

- The Middle Creek greenway is an approximately 2.9 mile trail following the path of Middle Creek between the Arbor Creek and Woodcreek neighborhoods connecting from Sunset Lake Road to Holly Springs Road, providing a regional connection via the Town of Apex's Middle Creek greenway.
- The Town Council approved the design contract with SEPI in February of 2020 for the

Town Council Business Meeting
February 21, 2023

amount of \$482,000. Two change orders were approved for additional private easement surveys and for the addition of the Linksland connection, adding \$113,810 to the design cost.

- The project was bid for construction and was awarded to Fred Smith Company for the amount of \$4,987,525. The Town Council approved this action in February 2022.
- The construction funding source is a portion of the remaining 2011 parks and recreation bond funds and park fee-in lieu funding.
- The current project budget was previously approved at \$6,484,565. The capital project ordinance increases the budget by \$372,863 and brings the project cost to \$6,857,428.
- Parks and Recreation Capital Project Ordinance (23-05) funds all current park capital projects. The total fund appropriation was previously approved at \$25,950,869. Ordinance 23-05 increases the total fund by \$372,863 bringing the new total fund appropriation to \$26,323,732.

Funding Source(s):

Parks and Recreation Reserves - Park Fee in Lieu

Attachment(s):

1. FSC_CO#01
2. Parks and Recreation Capital Project Ordinance (23-05)



January 25, 2023

Town of Holly Springs
Utilities & Infrastructure
128 S Main St
Holly Springs, NC 27540

Attn: Mr. Tim Athy, Engineer III

RE: TOHS# 21-012- Arbor Creek Greenway

Subj: RCO-01-R1-Price Increases due to Delay of Job-

Mr. Athy:

We would like to submit this letter as a change order request for price increases due to the delayed start of the above referenced project. FSC bid Arbor Creek Greenway on January 19th, 2022, and received a notice of award on February 16th, 2022. FSC anticipated a Notice to Proceed date of June 1, 2022 based on the Project Manual.

Through conversations with the Town and SEPI, the date has continued to push off and we still do not have a notice to proceed date for the project. Currently we are waiting on the CLOMR permit to be approved as well as a couple of encroachment agreements. 2022 has been a unique year in that we have had record inflation and labor cost increases, this has affected FSC, subcontractors and vendors. We have put together all the back up to support this request on the following pages, FSC requests the following item be added to the contract via change order:

#	Description	Qty	Unit	Unit Price	Extention
1	Price Increases due to Delay	1	LS	\$ 318,230.85	\$ 318,230.85

We feel that we have provided sufficient backup and information to support this request, but if you have any questions or concerns, please do not hesitate to call me at (919) 520-4154.

Respectfully,
Fred Smith Company

Brian Conrad
Project Manager

Cc: 1812213 File
David Yates, Fred Smith Company
Sarah MacDonagh, Fred Smith Company



Backup:

LI #	Description	Qty	Unit	Original Unit Price	Total Original Cost	Revised Unit Price	Total Revised Cost	Difference
3	CLEARING AND GRUBBING	8	ACR	\$ 12,000.00	\$ 96,000.00	\$ 14,500.00	\$ 116,000.00	\$ 20,000.00
4	SUPPLEMENTARY CLEARING AND GRUBBING	1	ACR	\$ 12,000.00	\$ 12,000.00	\$ 14,500.00	\$ 14,500.00	\$ 2,500.00
17	2'-6" CONCRETE CURB AND GUTTER	158	LF	\$ 20.50	\$ 3,239.00	\$ 22.50	\$ 3,555.00	\$ 316.00
18	2'-0" CONCRETE CURB AND GUTTER	355	LF	\$ 19.50	\$ 6,922.50	\$ 21.25	\$ 7,543.75	\$ 621.25
19	CONCRETE CURB AND GUTTER TRANSITION SECTION	70	LF	\$ 20.50	\$ 1,435.00	\$ 21.25	\$ 1,487.50	\$ 52.50
20	CONCRETE SIDEWALK	450	LF	\$ 24.60	\$ 11,070.00	\$ 25.10	\$ 11,295.00	\$ 225.00
21	CONCRETE WHEELCHAIR RAMPS	7	EA	\$ 1,675.00	\$ 11,725.00	\$ 1,700.00	\$ 11,900.00	\$ 175.00
23	CONCRETE TRAIL	475	SY	\$ 51.30	\$ 24,367.50	\$ 52.10	\$ 24,747.50	\$ 380.00
48	TEMPORARY SILT FENCE	30832	LF	\$ 1.85	\$ 57,039.20	\$ 2.00	\$ 61,664.00	\$ 4,624.80
50	TREE PROTECTION FENCE	30832	LF	\$ 2.00	\$ 61,664.00	\$ 2.15	\$ 66,288.80	\$ 4,624.80
52	SILT FENCE OUTLET	126	EA	\$ 280.00	\$ 35,280.00	\$ 285.00	\$ 35,910.00	\$ 630.00
53	TEMPORARY SEEDING AND MULCHING	11	ACR	\$ 1,600.00	\$ 17,600.00	\$ 1,850.00	\$ 20,350.00	\$ 2,750.00
54	NON-LAWN SEEDING AND MULCHING	7.6	ACR	\$ 1,750.00	\$ 13,300.00	\$ 2,300.00	\$ 17,480.00	\$ 4,180.00
56	EROSION MATTING	4000	SY	\$ 1.95	\$ 7,800.00	\$ 2.55	\$ 10,200.00	\$ 2,400.00
59	SPECIALIZED HAND MOWING	10	MHR	\$ 85.00	\$ 850.00	\$ 95.00	\$ 950.00	\$ 100.00
61	QUERCUS RUBRA	5	EA	\$ 650.00	\$ 3,250.00	\$ 652.00	\$ 3,260.00	\$ 10.00
62	GINKGO BILOBA	2	EA	\$ 1,000.00	\$ 2,000.00	\$ 1,100.00	\$ 2,200.00	\$ 200.00
63	HAMAMELLIS VIRGINIA	8	EA	\$ 50.00	\$ 400.00	\$ 52.00	\$ 416.00	\$ 16.00
64	CLETHRA AINIFOLI	8	EA	\$ 65.00	\$ 520.00	\$ 67.00	\$ 536.00	\$ 16.00
65	VIBURNUM PILCATUM MAR	13	EA	\$ 60.00	\$ 780.00	\$ 62.00	\$ 806.00	\$ 26.00
66	ILEX GLABRA SHAMPOO	14	EA	\$ 50.00	\$ 700.00	\$ 52.00	\$ 728.00	\$ 28.00
67	SOD	15000	SF	\$ 1.33	\$ 19,950.00	\$ 1.43	\$ 21,450.00	\$ 1,500.00
68	THERMOPLASTIC PAVEMENT MARKINGS 4" WIDE 90 MILS (EDGE LINES)	150	LF	\$ 3.00	\$ 450.00	\$ 3.25	\$ 487.50	\$ 37.50
69	THERMOPLASTIC PAVEMENT MARKINGS 24" WIDE 120 MILS (STOP BARS LINES &	100	LF	\$ 12.00	\$ 1,200.00	\$ 13.00	\$ 1,300.00	\$ 100.00
74	CONCRETE WHEEL STOPS	1	EA	\$ 100.00	\$ 100.00	\$ 110.00	\$ 110.00	\$ 10.00
75	PERMANENT BOLLARD	20	EA	\$ 554.51	\$ 11,090.20	\$ 604.51	\$ 12,090.20	\$ 1,000.00
76	REMOVABLE BOLLARD	12	EA	\$ 1,063.54	\$ 12,762.48	\$ 1,113.54	\$ 13,362.48	\$ 600.00
77	PET STATION	7	EA	\$ 1,260.00	\$ 8,820.00	\$ 1,525.00	\$ 10,675.00	\$ 1,855.00
80	REMOVAL OF EXISTING BOARDWALK	1	LS	\$ 52,500.00	\$ 52,500.00	\$ 61,250.00	\$ 61,250.00	\$ 8,750.00
81	TRAIL SIGNAGE	15	EA	\$ 400.00	\$ 6,000.00	\$ 500.00	\$ 7,500.00	\$ 1,500.00
98	SEGMENTAL GRAVITY RETAINING WALL	90	SF	\$ 128.00	\$ 11,520.00	\$ 186.38	\$ 16,774.20	\$ 5,254.20
Increases across multiple line items								
1	Trucking Tonnage Haul	18135	TN	\$ 6.00	\$108,810.00	\$ 7.00	\$ 126,945.00	\$ 18,135.00
2	Trucking Hourly Haul	1157.5	HR	\$ 80.00	\$92,600.00	\$ 95.00	\$ 109,962.50	\$ 17,362.50
3	Prefabricated Pedestrian Bridges	1	LS	\$273,316.00	\$ 273,316.00	\$ 286,316.00	\$ 286,316.00	\$ 13,000.00
4	Boardwalk Railing and Approach Rails	1	LS	\$ 81,765.00	\$81,765.00	\$ 87,084.30	\$ 87,084.30	\$ 5,319.30
Fred Smith Company Increases								
1	Labor	1	LS	\$808,043.00	\$ 808,043.00	\$ 878,250.00	\$ 878,250.00	\$ 70,207.00
2	Burden	1	LS	\$311,245.00	\$ 311,245.00	\$ 364,674.00	\$ 364,674.00	\$ 53,429.00
3	Equipment Operating Expense	1	LS	\$496,556.00	\$ 496,556.00	\$ 447,688.00	\$ 447,688.00	\$ (48,868.00)
4	Equipment Ownership Cost	1	LS	\$102,676.00	\$ 102,676.00	\$ 224,122.00	\$ 224,122.00	\$ 121,446.00
5	Bond Cost Increase	1	LS		\$ -	\$ 878.00	\$ 878.00	\$ 878.00
6	Supervision Overhead Increase	1	LS		\$ -	\$ 2,840.00	\$ 2,840.00	\$ 2,840.00
							Grand Total	\$ 318,230.85

GC Construction Services Inc
102 Parkvine Cir
Cary, NC 27519 US
laavanya@gcconstructionservices.com



Original Quote

Estimate

ADDRESS

Arbor Creek Greenway (Holly Springs)
The Fred Smith Company
6105 Chapel Hill Road
Raleigh, NC 27607

ESTIMATE # 1608

DATE 01/17/2022

EXPIRATION DATE 03/30/2022

DESCRIPTION	QTY	RATE	AMOUNT
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Following Proposal Assumes:

1. All sub-grade/Stone Sub-base prepared to +/- 1" Prior to us mobilizing
2. Staking/Surveying is not included, provided For us prior to us mobilizing
3. Sidewalk Forms will be backfilled, but Landscape level grading is not included (We can provide a price if desired)
4. Traffic Control is Never included Unless otherwise specifically stated
5. Bond rate is Never Included (Please add 3% if Bond is required)
6. We hold the right to charge a Mobilization fee of \$1,650, when the specified mobilizations are exceeded on a job
7. We assume truck access for concrete is always available (Unless Stated Otherwise, Or buggy/Pump included)
8. Railings, Metal Treads, Anchors are Never Included.
9. Unless Stated, All prices are Labor and Material.
10. If Certified Payroll is required, please add 1%.
11. Joint Sealant is never included unless written
12. Unless Stated the following proposal is based on all items quoted, being awarded. If scope needs to be separated, please contact us, and we will do our best to assist.

FOLLOWING QUANTITIES PROVIDED FOR US

INVOICES WILL BE BASED ON FIELD MEASURED QUANTITITES

30" Standard Curb & Gutter	158	20.50	3,239.00
24" Standard Curb & Gutter	355	19.50	6,922.50
Curb Transition	70	20.50	1,435.00
4" Standard Sidewalk (LF)	450	24.60	11,070.00

DESCRIPTION	QTY	RATE	AMOUNT
10" Approach Slabs w/ Rebar (SY)	40	211.50	8,460.00
Pretty sure the quantity provided is wrong (40 SY is 360 SF, 10x10.....) Price per slab is \$2,350 FYI, not sure that helps, but its \$23.50 per SF or \$211.50 per SY			
Install Bridge Approach bollards (Bollards NOT included, to be provided FOR us) Price per Each Bollard (3 per Slab) *****Our Count is a Guess*****	15	300.00	4,500.00
6" Concrete Trail (SY)	475	51.30	24,367.50
Curb Ramps (Curb in Front INCLUDED)	7	1,675.00	11,725.00
*****If curb ramps do not include curb, please deduct \$400.*****			
TOTAL			\$71,719.00

Accepted By

Accepted Date

FRED SMITH COMPANY
6105 Chapel Hill Rd
RALEIGH, NC 278607
Ph: 919-783-5700

Revised Quote

SUBCONTRACT ATTACHMENT "A"

To: Laavanya Gombar
GC CONSTRUCTION SERVICES INC
102 Parkvine Cir.
Cary, NC 27519

Subcontract #: FSCSCP1812213-9
Date: 8/18/2022
Job: ARBOR CREEK GREENWAY
Job Address: 701 Anchor Creek way
Holly Spring, NC 27540

Description: Concrete Flatwork

Scope of Work:

	L.I.			
1	17 2'-6" CONCRETE CURB & GUTTER	158 LF	\$21.75 \$22.50	\$3,436.50
2	18 2'-0" CONCRTE CURB & GUTTER	355 LF	\$20.75 \$21.25	\$7,366.25
3	19 CONCRETE CURB & GUTTER TRANSITION SECTION	70 LF	\$20.50 \$21.25	\$1,435.00
4	20 CONCRETE SIDEWALK	450 LF	\$24.60 \$25.10	\$11,070.00
5	21 CONCRETE WHEELCHAIR RAMPS	7 EA	\$1,675.00 \$1,700	\$11,725.00
6	22 GREENWAY APPROACH SLABS	40 SY	\$211.50	\$8,460.00
7	23 CONCRETE TRAIL	475 SY	\$51.30 \$52.10	\$24,367.50
8	75 PERMANENT BOLLARD- INSTALLATION	15 EA	\$300.00 \$350.00	\$4,500.00

Total Subcontract Amount: \$72,360.25

Inclusions:

All work performed must comply with NCDOT Standards & Specifications for Roads & Structures (2018 Edition), NCDOT Roadway Standard Drawings, the Project Special Provisions and the Environmental Permits.
Subcontractor is responsible for complying with current OSHA Standards and the Attached FSC Safety policy.
Quantities are to be reconciled daily with the NCDOT Inspector and the FSC Supervisor.
Material receipts and material certifications, as required by contract documents, are to be delivered to NCDOT inspector at time of material deliveries.

Exclusions:

FSC II, LLC dba Fred Smith Company

Date

GC CONSTRUCTION SERVICES INC

Date

Original Quote

PROPOSAL

FROM:

Cecil Holcomb Renovations Inc.
8315-La Matisse Road
Raleigh, N.C.27615
Phone 919-876-4060
Fax 919-844-8339

Page No. 1
Proposal No. 1
Sheet No. 1
Date: 1-12-22

Proposal Submitted To:
Name: Fred Smith Company
Street: 701 Corporate Drive, Ste.101
City: Raleigh
State: NC 27607
Phone: 919-480-0265

Work To Be Performed At:
Street: Arbor Creek Greenway
City: Holly Springs State: NC
Date of Plans: 3-31-21
Architect: SEPI
Email: Joshua.locklear@fredsmithcompany.net

We will furnish all the required materials, which we guarantee will be as specified, and we will perform all the labor required for the completion of

Demolition and removal of 1500 LF of board walk, railing, post, cut post off at ground level
Clean work area of debris and haul to a certified landfill

The above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a workmanlike manner for the sum of

Dollars (\$52,500.00).

With payments to be made as follows: Due upon completion, over 30 days - add 1.5% per month. Retainage will be paid no more than 45 days after demolition final inspection.

Changes in the above specifications may be made only upon written agreement, and extra charges will be made. All agreements are contingent upon strikes, accidents or delays beyond our control. Our workers are fully covered by Workmen's Compensation and Public Liability Insurance. We retain the rights to all salvage materials. This proposal may be withdrawn by us at any time before acceptance. You will be required to pay any legal fees that arise due to failure of payment in full. The project will be considered completed once it has passed inspection by the local inspection department.

Respectfully submitted
Cecil Holcomb, President

ACCEPTANCE

The above prices, specifications and conditions are accepted. Payments will be made as set forth above.

Accepted :

Signature:

Date:

Signature:

Signature:

Request for additional money
7-25-22

PROPOSAL

FROM:

Cecil Holcomb Renovations Inc.
8315-La Matisse Road
Raleigh, N.C.27615
Phone 919-876-4060
Fax 919-844-8339

Page No. 1
Change Order No. 1
Sheet No. 1
Date: 7-25-22

Proposal Submitted To:
Name: Fred Smith Company
Street: 701 Corporate Drive, Ste.101
City: Raleigh
State: NC 27607
Phone: 919-480-0265

Work To Be Performed At:
Street: Arbor Creek Greenway
City: Holly Springs State: NC
Date of Plans: 3-31-21
Architect: SEPI
Email: sarah.macdonagh@fredsmithcompany.net

We will furnish all the required materials, which we guarantee will be as specified, and we will perform all the labor required for the completion of

Due to the rising price of diesel fuel which has doubled recently, the landfills have gone up on their prices 12%. As you know, everything we do involves diesel fuel trucks, excavators, bobcats, service trucks, personal trucks We have no choice but to charge a fuel surcharge of 10% on all projects.

The above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a workmanlike manner for the sum of

Dollars (\$5,250.00).

With payments to be made as follows: Due upon completion, over 30 days - add 1.5% per month. Retainage will be paid no more than 45 days after demolition final inspection.

Changes in the above specifications may be made only upon written agreement, and extra charges will be made. All agreements are contingent upon strikes, accidents or delays beyond our control. Our workers are fully covered by Workmen's Compensation and Public Liability Insurance. We retain the rights to all salvage materials. This proposal may be withdrawn by us at any time before acceptance. You will be required to pay any legal fees that arise due to failure of payment in full. The project will be considered completed once it has passed inspection by the local inspection department.

Respectfully submitted
Cecil Holcomb, President

ACCEPTANCE

The above prices, specifications and conditions are accepted. Payments will be made as set forth above.

Accepted :

Signature:

Date:

Signature:

Signature:



IMPORTANT NOTICE

Effective 3/11/22, all materials and services at this location will include a 12% fuel surcharge due to the current critical fuel situation.

We appreciate your understanding of the dilemma we face as fuel costs increase. We hope that by sharing this burden we can maintain the high-quality service you have come to expect from our company.

Brian Conrad

From: Cecil Holcomb <chdemolition@aol.com>
Sent: Wednesday, January 4, 2023 1:31 PM
To: Sarah MacDonagh
Subject: Re: Arbor Creek Greenway

This Message Is From an External Sender

This message came from OUTSIDE your organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Report Suspicious

There will be an additional \$3,500.00

Thanks,
Cecil

On Nov 15, 2022, at 12:15 PM, Sarah MacDonagh <sarah.macdonagh@fredsmithcompany.net> wrote:

Hey Cecil!
I had sent a revised in August- See attached

Sarah MacDonagh
Engineer
Fred Smith Company
701 Corporate Center Drive Suite 101 | Raleigh, NC 27607
P 919.869.4361

<image001.jpg>

From: Cecil Holcomb <chdemolition@aol.com>
Sent: Tuesday, November 15, 2022 12:04 PM
To: Sarah MacDonagh <sarah.macdonagh@fredsmithcompany.net>
Subject: Arbor Creek Greenway

I need to get the signed CO1 that was sent over to you on 7-25-22. Please sign and return as soon as possible.

Thanks,
Cecil Holcomb

Original Quote

NEHRENTZ ENTERPRISES
Attn. Vivian M. Nehrenz
Phone: 919-291-2727
Fax: 888-930-2911
Email- nehrenz@hotmail.com



"Hauling is Our Business"

Historically Underutilized Business (HUB) - Minority Business Enterprise (MBE) - Small Business Enterprise (SBE) -
Disadvantaged Business Enterprise (DBE) - Women Business Enterprise (WBE)

FRED SMITH COMPANY

JOSH LOCKLEAR

ARBORCREEK PARKWAY

**INTERSECTION OF CREEKVISTA
DRIVE ALONG MIDDLE CREEK**

HOLLY SPRINGS, NC

Trucking& Sitework"aggregate & rip
rap haul, hourly trucking, rough
hauling,borrow material and hot
asphalt mix

HANSON- HOLLY SPRINGS, NC	#67, #57, ABC, 78S, SCREENINGS	\$ 5.00	PER TON
MARTIN MARIETTA- FUQUAY VARINA	CLASS IV SUBGRADE STABILIZATION	\$ 5.00	PER TON
	STABILIZER AGGREGATE	\$ 5.00	PER TON
	INCIDENTAL STONE	\$ 5.00	PER TON
	SEDIMENT CONTROL STONE	\$ 5.00	PER TON
	SURGE STONE	\$ 6.00	PER TON
	RAILROAD BALLAST-1-1/2" TO 2"	\$ 6.00	PER TON
	CLASS A	\$ 6.00	PER TON
	CLASS B	\$ 7.00	PER TON
	CLASS I RIP RAP	\$ 13.00	PER TON
	CLASS II RIP RAP	\$ 19.00	PER TON

WAKE STONE- CARY, NC	#67, #57, ABC, 78S, SCREENINGS	\$ 6.00	PER TON
WAKE STONE- SANFORD, NC	CLASS IV SUBGRADE STABILIZATION	\$ 6.00	PER TON
	STABILIZER AGGREGATE	\$ 6.00	PER TON
	INCIDENTAL STONE	\$ 6.00	PER TON
	SEDIMENT CONTROL STONE	\$ 6.00	PER TON
	SURGE STONE	\$ 7.00	PER TON
	RAILROAD BALLAST-1-1/2" TO 2"	\$ 7.00	PER TON
	CLASS A	\$ 7.00	PER TON
	CLASS B	\$ 8.00	PER TON
	CLASS I RIP RAP	\$ 14.00	PER TON
	CLASS II RIP RAP	\$ 20.00	PER TON

ASPHALT/MILLINGS/DIRT/ SHOULDER/ BORROW WORK			
HOURLY HAUL RATE	QUINTS	\$ 85.00	PER HOUR
	QUADS	\$ 80.00	PER HOUR
	TRIAXLES	\$ 75.00	PER HOUR
	TANDEMS	\$ 70.00	PER HOUR

ROUGH HAUL-DEMO-ROCK/BROKEN ASPHALT/BROKEN CONCRETE/BRUSH DREDGED/MUD MATERIAL FROM POND/DAM			
HOURLY HAUL RATE	QUINTS	\$ 105.00	PER HOUR
	QUADS	\$ 95.00	PER HOUR
	TRIAXLES	\$ 90.00	PER HOUR
	TANDEMS	\$ 85.00	PER HOUR

**THIS QUOTE IS VALID FOR THIRTY DAYS FROM THE QUOTE DATE OF JANUARY 4TH-2022.
PAYMENT TERMS ARE NET 14 DAYS FROM INVOICE DATE.**

NEHRENZ ENTERPRISES
 Attn. Vivian M. Nehrenz
 Phone: 919-291-2727
 Fax: 888-930-2911
 Email- nehrenz@hotmail.com



Revised Quote

"Hauling is Our Business"

Historically Underutilized Business (HUB) • Minority Business Enterprise (MBE) • Small Business Enterprise (SBE) •
 Disadvantaged Business Enterprise (DBE) • Women Business Enterprise (WBE)

FRED SMITH COMPANY

ARBOR CREEK PARKWAY INTERSECTION OF CREEK VISTA DRIVE ALONG MIDDLE CREE HOLLY SPRINGS, NC

Trucking& Sitework"aggregate & rip
 rap haul, hourly trucking, rough
 hauling,borrow material and hot asphalt
 mix

HANSON- HOLLY SPRINGS NC MARTIN MARIETTA-FUQUAY VARINA NC	#67, #57, ABC, 78S, SCREENINGS	\$ 6.00	PER TON
	CLASS IV SUBRADE STABILIZATION	\$ 6.00	PER TON
	STABILIZER AGGREGATE	\$ 6.00	PER TON
	INCIDENTAL STONE	\$ 6.00	PER TON
	SEDIMENT CONTROL STONE	\$ 6.00	PER TON
	SURGE STONE	\$ 7.00	PER TON
	RAILROAD BALLAST-1-1/2" TO 2"	\$ 7.00	PER TON
	CLASS A	\$ 7.00	PER TON
	CLASS B	\$ 8.00	PER TON
	CLASS I RIP RAP	\$ 14.00	PER TON
	CLASS II RIP RAP	\$ 20.00	PER TON

WAKE STONE-CARY, NC WAKE STONE-MONCURE-SANFORD NC	#67, #57, ABC, 78S, SCREENINGS	\$ 7.00	PER TON
	CLASS IV SUBRADE STABILIZATION	\$ 7.00	PER TON
	STABILIZER AGGREGATE	\$ 7.00	PER TON
	INCIDENTAL STONE	\$ 7.00	PER TON
	SEDIMENT CONTROL STONE	\$ 7.00	PER TON
	SURGE STONE	\$ 8.00	PER TON
	RAILROAD BALLAST-1-1/2" TO 2"	\$ 8.00	PER TON
	CLASS A	\$ 8.00	PER TON
	CLASS B	\$ 9.00	PER TON
	CLASS I RIP RAP	\$ 15.00	PER TON
	CLASS II RIP RAP	\$ 21.00	PER TON

ASPHALT/MILLINGS/DIRT/ SHOULDER/ BORROW WORK HOURLY HAUL RATE	QUINTS	\$ 100.00	PER HOUR
	QUADS	\$ 95.00	PER HOUR
	TRIAXLES	\$ 90.00	PER HOUR
	TANDEMS	\$ 85.00	PER HOUR

ROUGH HAUL-DEMO-ROCK/BROKEN ASPHALT/BROKEN CONCRETE/BRUSH DREDGED/MUD MATERIAL FROM POND/DAM HOURLY HAUL RATE	QUINTS	\$ 110.00	PER HOUR
	QUADS	\$ 105.00	PER HOUR
	TRIAXLES	\$ 100.00	PER HOUR
	TANDEMS	\$ 95.00	PER HOUR

REVISED QUOTE FOR THIS PROJECT- VALID FOR 30 DAYS FROM 1-4-2023.
 PAYMENT TERMS ARE NET 14 DAYS FROM INVOICE DATE.

Original Quote



Date: **January 17, 2022**

Company: **Bidding Contractors**

Attention: **Estimating Department**

Phone:

Fax:

Project Reference #: **DY-3052**

Project Name: **Arbor Creek Middle Creek Greenway Ped Bridge**

Contact: **Darryl Yates (John 3:16)**

Office: **(866)-708-5778**

Fax: **(800)-869-0617**

Cell: **(256)-996-2342**

We are pleased to quote you a price on the prefabricated Pioneer Bridge(s) described below.

This bridge(s) will be fabricated from atmospheric corrosion resistant weathering steel.

The floor will be a galvanized composite floor deck (concrete & rebar by others).

Shop drawings stamped by a professional engineer registered in the state of NC will be provided.

REVISED TO CONCRETE DECK AND ADDED THE 125' SPAN

Location: Holly Springs, North Carolina

Style:	Trailblazer	Trailblazer
Width:	10'-0"	10'-0"
Span:	120'-0"	125'-0"
Finish:	Weathering	Weathering
Floor:	6" NW Concrete	6" NW Concrete
Number of pieces:	2	2
Design Criteria:	AASHTO	AASHTO
Live Load (psf):	90	90
Dead Load (psf):	103	104
Vehicle Load (kips):	10	10
Lifting Weight (lbs):	52,524	56,094
Vert. Reaction (kips):	115.8	121.3
Horiz. Reaction (kips):	13.5	14.1
Truss Height (feet):	5.60	5.60
Railing Height:	48"	48"
Safety Rails:	Horizontal	Horizontal
Rail Opening:	4"	4"
Handrail or Rub Rail:	Pipe	Pipe

Bridge cost delivered

\$134,158

\$139,158

Total Cost Delivered:

\$273,316

Delivery: 12 to 14 weeks (delivery schedule subject to backlog at time of drawing approval).

Bridge(s) will be delivered to the nearest site easily accessible to over-the-road trucks.

Not included: Sales tax, unloading, erection, supports, anchor bolts and abutment designs.

Terms: 1/3 down, net 30 days after delivery (pending credit approval) This quote is per our standard terms and conditions and is good for 30 days. Please call if you have any questions.

dyates@pioneerbridges.com

Darryl Yates (John 3:16)

Bridge Specialist

Revised Quote



Date: **April 14, 2022**
Company: **Bidding Contractors**
Attention: **Estimating Department**
Phone:
Fax:
Project Reference #: **DY-3052**
Project Name: **Arbor Creek Middle Creek Greenway Ped Bridge**

Contact: **Darryl Yates (John 3:16)**
Office: **(866)-708-5778**
Fax: **(800)-869-0617**
Cell: **(256)-996-2342**

We are pleased to quote you a price on the prefabricated Pioneer Bridge(s) described below.
This bridge(s) will be fabricated from atmospheric corrosion resistant weathering steel.
The floor will be a galvanized composite floor deck (concrete & rebar by others).
Shop drawings stamped by a professional engineer registered in the state of NC will be provided.

REVISED TO CONCRETE DECK AND ADDED THE 125' SPAN

Location: Holly Springs, North Carolina

Style:	Trailblazer	Trailblazer
Width:	10'-0"	10'-0"
Span:	120'-0"	125'-0"
Finish:	Weathering	Weathering
Floor:	6" NW Concrete	6" NW Concrete
Number of pieces:	2	2
Design Criteria:	AASHTO	AASHTO
Live Load (psf):	90	90
Dead Load (psf):	103	104
Vehicle Load (kips):	10	10
Lifting Weight (lbs):	52,524	56,094
Vert. Reaction (kips):	115.8	121.3
Horiz. Reaction (kips):	13.5	14.1
Truss Height (feet):	5.60	5.60
Railing Height:	48"	48"
Safety Rails:	Horizontal	Horizontal
Rail Opening:	4"	4"
Handrail or Rub Rail:	Pipe	Pipe

Bridge cost delivered

\$140,158

\$146,158

Total Cost Delivered:

\$286,316

Delivery: 12 to 14 weeks (delivery schedule subject to backlog at time of drawing approval).
Bridge(s) will be delivered to the nearest site easily accessible to over-the-road trucks.
Not included: Sales tax, unloading, erection, supports, anchor bolts and abutment designs.
Terms: 1/3 down, net 30 days after delivery (pending credit approval) This quote is per our standard terms and conditions and is good for 30 days. Please call if you have any questions.

dyates@pioneerbridges.com

Darryl Yates (John 3:16)
Bridge Specialist

Rick Bostic Const. & Demo

679 Goodman Rd.

Kinston N.C. 28504

Bid Quote: Arbor Creek / Middle Creek Greenway, Town of Holly Springs

Date: January 17, 2022

To: Josh Locklear
Fred Smith Company
701 Corporate Center Drive, Suite 101
Raleigh, NC 27607

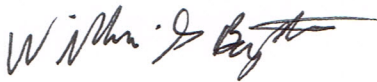
Dear Josh,

Rick Bostic Construction and Demolition proposes to provide the required Labor, Equipment, and Material, to provide clearing per drawings by SEPI Engineering & Construction, Inc. dated March 31, 2021, entitled Arbor Creek / Middle Creek Greenway, Town of Holly Springs, Project No. 21012 and located in Holly Springs, NC. We acknowledge Addendums 1 and 2. Our scope of work is listed below:

- Bid item 3, Clearing and Grubbing for a unit price of \$12,000.00 per ACR with a quantity of 8.0 ACR for a total bid of \$96,000.00.
- Bid item 4, Supplement Clearing and Grubbing for a unit price of \$12,000.00 per ACR with a quantity of 1.0 ACR for a total bid of \$12,000.00.

We exclude bonding, testing, erosion control measures, grading, utility abandonment and/or removal, demolition or relocation of any electrical equipment or poles, permitting, and temporary facilities.

Thanks,



William G. Boyette, PE

Estimator/ Project Manager
252-559-6932 Office
252-939-5267 Cell
wboyette@rickbostic.com

Revised Quote

Brian Conrad

From: William Boyette <wboyette@rickbostic.com>
Sent: Wednesday, January 4, 2023 9:47 AM
To: Sarah MacDonagh; Brian Conrad
Cc: David Yates
Subject: RE: 1812213- Arbor Creek Greenway- Bostic Subcontract

This Message Is From an Untrusted Sender

You have not previously corresponded with this sender.

[Report Suspicious](#)

Sarah,

Based on the increase in fuel, labor, and disposal fees since we provided the original quote, we would like to ask for an increase of \$2,500.00 per ac.
Thanks

William G. Boyette, PE
Rick Bostic Construction and Demolition, Inc.
252-939-5267

From: Sarah MacDonagh <smacdonagh@fredsmithcompany.net>
Sent: Wednesday, January 4, 2023 8:36 AM
To: William Boyette <wboyette@rickbostic.com>; Brian Conrad <bconrad@fredsmithcompany.net>
Cc: David Yates <dyates@fredsmithcompany.net>
Subject: RE: 1812213- Arbor Creek Greenway- Bostic Subcontract

Good morning!

Arbor Creek Greenway has been delayed due to Town issues with the permits for the project. Right now we are anticipating a Notice to Proceed for early February 2023. We wanted to reach out to ask if the current pricing on your subcontract or purchase order is still valid. If you need to revise your pricing we need a revised quote by the end of business on **January 12, 2023**. We are seeking a change order with the Town of Holly Springs prior to starting work, this increase is a lot easier to ask for as one big package rather than piece milled together. This is going to be the only opportunity to ask for an increase for this delay of the project.

Again we need revised pricing or confirmation of current pricing back by **January 12th, 2023**.

Thanks!

Sarah MacDonagh
Engineer
Fred Smith Company
701 Corporate Center Drive Suite 101 | Raleigh, NC 27607
P 919.869.4361

Page 100 of 236

Revised Quote

www.piedmontllc.com



PIEDMONT

Holly Springs, NC

Item #	Quantity	UM	Description	Unit Price		Extended Total
			Erosion Control			
		LF	Silt Fence w/Wire Backing	\$ 2.00		\$ -
		EA	Orange Tree Protection Fence w/Wire Backing	\$ 1.65		\$ -
		LF	Combination Silt Fence/Tree Protection	\$ 2.45		\$ -
		EA	Silt Fence Stone Outlets	\$ 90.00		\$ -
			Note:			
	*		Stone for Silt Fence Outlets to be provided by Fred Smith Company			
	*		This Proposal Acknowledges Addendum 1,2,3			
	*		Proposal Does Not Include Tree Protection Signs			
				Total		\$ -

Arrowline Pavement Markings, Inc.
9660 Falls Of Neuse Rd Ste 138-235
Raleigh, NC 27615
(919) 271-2220
rchampion@arrowlinemarkings.com
www.arrowlinemarkings.com

Original Quote



Estimate

ADDRESS

Fred Smith Co.
400 Riverwood Drive
Clayton, NC

ESTIMATE # 2206216
DATE 01/18/2022

PROJECT NAME

Arbor Creek Greenway

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Thermoplastic	Thermoplastic Pavement Markings, 4" wide 90 mils	150	3.00	450.00
Thermoplastic	Thermoplastic Pavement Markings, 24" wide 120 mil.	100	12.00	1,200.00
Thermoplastic	Thermoplastic Pavement Markings Symbol, arrow.	3	150.00	450.00
Parking Bumpers	Concrete Wheel Stop	1	75.00	75.00
Signs	Trail Signage	15	400.00	6,000.00
Signs	ADA signage	1	400.00	400.00
TOTAL				\$8,575.00

Accepted By

Accepted Date

Notes: One mobilization is included. Additional mobilizations will be additional charge. Work to be performed Monday-Friday during normal business hours, any work performed after hours or on weekends will be an additional charge. Unless specifically listed in estimate, traffic control and cleaning is NOT included.

Arrowline Pavement Markings, Inc.
9660 Falls Of Neuse Rd Ste 138-235
Raleigh, NC 27615
(919) 271-2220
rchampion@arrowlinemarkings.com
www.arrowlinemarkings.com



Revised Quote

Estimate

ADDRESS

Fred Smith Co.
400 Riverwood Drive
Clayton, NC

ESTIMATE # 2206216R1
DATE 01/10/2023

PROJECT NAME

Arbor Creek Greenway

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Thermoplastic	Thermoplastic Pavement Markings, 4" wide 90 mils	150	3.25	487.50
Thermoplastic	Thermoplastic Pavement Markings, 24" wide 120 mil.	100	13.00	1,300.00
Thermoplastic	Thermoplastic Pavement Markings Symbol, arrow.	3	150.00	450.00
Parking Bumpers	Concrete Wheel Stop	1	85.00	85.00
Signs	Trail Signage	15	500.00	7,500.00
Signs	ADA signage	1	400.00	400.00
TOTAL				\$10,222.50

Accepted By

Accepted Date

Notes: One mobilization is included. Additional mobilizations will be additional charge. Work to be performed Monday-Friday during normal business hours, any work performed after hours or on weekends will be an additional charge. Unless specifically listed in estimate, traffic control and cleaning is NOT included.



Original Quote

PROPOSAL

To: Fred Smith Company
Attn: Brian Conrad
From: Andrew Kuehl

Date: April 21, 2022
BWB Job#: 22004
Project: Arbor Creek Greenway

Arbor Creek Greenway

This proposal is intended for the railing construction on the Arbor Creek Greenway Project in Holly Springs, NC.

Railing:

- Scope of work:
 - 580 LF of 48" boardwalk railing.
 - (3) ±14' long Approach Rail sets.
- 48" railing details:
 - Post Bracket and fastening bolts to be provided by Permatrek. Backwoods will coordinate required bolt lengths and install brackets.
 - 4x6 posts @ 5' o.c., 2x6 top and bottom rails, 2x6 top cap, fastened with #10x3" stainless steel screws.
 - Black PVC-coated chain link infill, fastened to posts with tension bars. with 5/8"x16" pin and 12" flat strap.
- Approach rail details:
 - 4x6 posts and kicker, (1) bag dry mix concrete per post.
 - (3) 2x6 horizontal rails, fastened with 5/8" timber bolts.
 - (1) Approach rail set includes all (4) corners of each boardwalk.

Line #	Item	Unit	Amount	Cost	Total
1	Mobilization	LS	1	\$ 7,425.00	\$ 7,425.00
2	Boardwalk Railing	LF	580	\$ 93.00	\$ 53,940.00
3	Boardwalk Approach Rails	EA	3	\$ 6,800.00	\$ 20,400.00
TOTAL				\$	81,765.00

- All lumber is Southern Yellow Pine #1 grade or better, pressure-treated in accordance with AWPA standards.
- Hardware and fasteners are Hot Dipped Galvanized unless noted otherwise.

Terms: *Standard Shop Drawings and Submittal Package included.

*Access to work sites to be provided by GC/Owner.

*Lay-down area for equipment and materials, accessible by tractor-trailer, required near boardwalk sites.

*Based on Standard General Liability insurance coverage and non-union labor.

*For Subcontractor Payment and Performance Bonds, add 3% to subcontract cost. Bonds to be paid upon execution.

*Price is contingent on a 10-day-on, 4-day-off work schedule, which requires weekend work every other weekend. Work hours 7am-7pm.

Please notify us if this does not fit your project schedule as additional costs will be needed to accommodate for additional travel costs.

*Entire scope of work in this proposal to be complete in one mobilization.

*The pricing contained in this proposal is valid for 30 days.

*Payment schedule: Design/Engineering Phase (if applicable): Fees are due within 5 days of an executed contract agreement.

Construction Phase: Monthly progress billing until completion. Payments are due within 30 days after invoicing.

Exclusions:

P.E. Stamped Design Drawings, Geotechnical Engineering, Rock Augering, Pile Jetting, Grading for access/laydown, Roadwork, Concrete, Concrete anchors, Plumbing, Irrigation, Landscaping, Electrical, Painting, Staining, Permits, Testing, Surveying, Layout, As-Builts, Erosion Control, Turbidity Barrier, Bonding, Clearing, Dumpsters, Finish Grading, M.O.T., Temporary Crossings, De-watering, Metal Grab-railing. All other work not specifically identified in this proposal is excluded.

Pile Clause:

No piling is included in this proposal.

If above prices, specifications, and conditions are satisfactory and are hereby accepted, please sign below and return to our office:

Email to: info@backwoodsbridges.com

Fax to: (850) 880-6327

Signature: _____

Date: _____

Revised Quote

Project: Arbor Creek Greenway
Request for Change Order (RCO-001)

Date: 1/12/2023

Description: Additional cost for Scope of Work due to starting delay									
Item Number	Description	Quantity	Unit	Unit Cost	Labor	Equipment	Material	Subcontract	Extended Price
	Anticipated 4.5% material cost increase	1	LS	\$ 1,086.00			\$ 1,086.00		\$ 1,086.00
	Labor Cost increases per Man Hour* (MH)	400	MH	\$ 2.85	\$ 1,140.00				\$ 1,140.00
	Overhead Cost increases per Man Hour* (MH)	400	MH	\$ 6.57				\$ 2,628.00	\$ 2,628.00
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
	SUBTOTAL				\$ 1,140.00	\$ -	\$ 1,086.00	\$ 2,628.00	\$ 4,854.00
	MARKUP (15% Labor, Materials, & Equip - 5% Subs)				\$ 171.00	\$ -	\$ 162.90	\$ 131.40	\$ 465.30
	TOTAL COST	1	LS						\$ 5,319.30

*Note: We anticipate 10 working days for this project = 400 total Man Hours



Raleigh: (919) 986-9151
 Wilmington: (910) 620-4862
 E-Mail: Estimating@JENNSLLC.com
 Locations: Wilmington & Raleigh, NC
 NC License # 74149
 Website: www.JENNSHardscape.com

PROPOSAL

January 14, 2022

Attn: Estimating Department

Project: Arbor Creek – Middle Creek – Holly Spring, NC

Scope: Segmental Retaining Wall

Item/ Location	Backfill Quantity	Area/ Unit	Price Per SF/ Unit	Total Cost	
Retaining Wall	N/A	90 SF	\$108.34 PSF	\$9,751.00	
				Total:	\$9,751.00

Project Specific Notes:

1. This proposal assumes a lump sum contract award based on the plans and specifications detailed below. Unit pricing is only provided as a point of reference and shall not be used to determine the overall value of the proposed scope or any requested additions or omissions.
2. See Included Wall Layout for Notes and Wall Designations.
3. Base price includes grey block only. Tan & Brown stock colors are available for an additional cost. A full range of colors may be available upon request.
4. Proposal was based on sheet(s) C2.0 sealed 12/8/21.
5. Imported Select Fill pricing has not been provided assuming the onsite soils are adequate for Segmental Wall Construction.
6. A Global Stability Analysis is not included with this proposal but can be added at an extra charge to determine overall stability of the site retaining walls.
7. This proposal was based on soils with approved characteristics, including a phi angle of 28 degrees, moist unit weight of 120 lbs/CF, and low plasticity.
8. Any/All amounts retained from Pay Applications are payable/due no later than (90) days after completion of final retaining wall.

See Second Page for Standard Inclusions/ Exclusions



Raleigh: (919) 986-9151
 Wilmington: (910) 620-4862
 E-Mail: Estimating@JENNSLLC.com
 Locations: Wilmington & Raleigh, NC
 NC License # 74149
 Website: www.JENNSHardscape.com

PROPOSAL

January 14, 2022

Attn: Estimating Department

Project: Arbor Creek – Middle Creek – Holly Spring, NC

Scope: Segmental Retaining Wall

Item/ Location	Backfill Quantity	Area/ Unit	Price Per SF/ Unit	Total Cost	
Segmental Gravity Retaining Wall	N/A	90 SF	\$166.72 PSF	\$15,005.00	
				Total:	\$15,005.00

Project Specific Notes:

1. This proposal assumes a lump sum contract award based on the plans and specifications detailed below. Unit pricing is only provided as a point of reference and shall not be used to determine the overall value of the proposed scope or any requested additions or omissions.
2. See Included Wall Layout for Notes and Wall Designations.
3. Base price includes grey block only. Tan & Brown stock colors are available for an additional cost. A full range of colors may be available upon request.
4. Proposal was based on sheet(s) C2.0 sealed 12/8/21.
5. Imported Select Fill pricing has not been provided assuming the onsite soils are adequate for Segmental Wall Construction.
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7. This proposal was based on soils with approved characteristics, including a phi angle of 28 degrees, moist unit weight of 120 lbs/CF, and low plasticity.
8. Any/All amounts retained from Pay Applications are payable/due no later than (90) days after completion of final retaining wall.

See Second Page for Standard Inclusions/ Exclusions



January 18, 2022

Attention: Project Estimator

Project: Arbor Creek-Middle Creek Greenway , Holly Springs NC

Reference: C0.0-5.3, Addenda 2

Landscape Design has completed an assessment of the referenced landscape plan and is pleased to submit the following quotation. The following quotation stands for 60 days.

Notes:

No line item for hardwood mulch. Cost for material (estimated 25 CY), labor and installation of 3" layer of hardwood mulch for plant beds and bioretention area have been incorporated into cost of plant material. Also incorporated in pricing is water for plant material while on site by use of water truck.

Unit Pricing

Item #1. Mobilization: \$8,000.00

Item #61 Quercus Rubra: \$650.00/EA

Item #62 Ginkgo Biloba: \$1,000/EA

Item #63 Hamamelis Virginia: \$50.00/EA

Item #64 Clethra Alnifoli: \$65.00/EA

Item #65 Viburnum Plicatum 'Mar: \$60.00/EA

Item #66 Ilex Glabra 'Shamroc \$50.00/EA

Item #67 Sod \$1.33/SF

Item #77 Pet Station \$1,400.00/EA

For questions regarding this quote please contact Mark Metzler (919)223-3461 or Mark Whitley (919)223-0355





Revised Quote

380 Washington Street
Pikeville, NC 27863
F (919) 242-8302
P (919) 242-8256
www.ldigoldsboro.com

January 12, 2023

Attention: Project Estimator

Project: Arbor Creek-Middle Creek Greenway , Holly Springs NC

Reference: C0.0-5.3, Addenda 2

Landscape Design has completed an assessment of the referenced landscape plan and is pleased to submit the following quotation. The following quotation stands for 60 days.

Notes:

No line item for hardwood mulch. Cost for material (estimated 25 CY), labor and installation of 3" layer of hardwood mulch for plant beds and bioretention area have been incorporated into cost of plant material. Also incorporated in pricing is water for plant material while on site by use of water truck.

Unit Pricing

Item #1. Mobilization: \$8,000.00

Item #61 Quercus Rubra: \$652.00/EA

Item #62 Ginkgo Biloba: \$1,100/EA

Item #63 Hamamelis Virginia: \$52.00/EA

Item #64 Clethra Alnifoli: \$67.00/EA

Item #65 Viburnum Plicatum 'Mar: \$62.00/EA

Item #66 Ilex Glabra 'Shamroc \$52.00/EA

Item #67 Sod \$1.43/SF

Item #77 Pet Station \$1,525.00/EA

For questions regarding this quote please contact Mark Metzler (919)223-3461 or Mark Whitley (919)223-0355





Original Quote

10340 Globe Road
Morrisville, NC 27560
Telephone (919) 484-1144
Fax (919) 484-1141

Estimate / Bid

Name / Address
Fred Smith Company attn: Josh Locklear 6105 Chapel Hill Rd. Raleigh, NC 27607 Vendor No: 053835

Date	Estimate #
1/13/2022	31266

Project
Arbor Creek Greenway

Item	Description	Qty	Cost	Total
	RE: Arbor Creek Greenway: Holly Springs, NC			
Silt Fence Outlet...	Silt Fence Outlet: For concentrated flow areas; 1/4" hardware cloth with #57 stone provided/installed by owner, by each	126	65.00	8,190.00
Temporary Seed...	Temporary seeding, by acre including: - Scarifying/pulverizing seedbed - Fertilizer - Seed - Straw mulch	11	1,600.00	17,600.00
Permanent See...	Non-Lawn Seeding & Mulching, by acre Including: - Scarifying/pulverizing seedbed - Fertilizer - Seed - Straw mulch	7.6	1,750.00	13,300.00
Specialized Han...	Specialized Hand Mowing, by hour	10	85.00	850.00
Total				

Estimate / Bid

Name / Address
Fred Smith Company attn: Josh Locklear 6105 Chapel Hill Rd. Raleigh, NC 27607 Vendor No: 053835

Date	Estimate #
1/4/2023	31536

Project
Arbor Creek Greenway

Item	Description	Qty	Cost	Total
	RE: Arbor Creek Greenway: Holly Springs, NC			
Silt Fence	Installation of Silt Fence (by linear feet) Including: - w/ DOT Class B silt fence fabric - Metal .95#/ft. T-posts, 8' on-center - DOT spec woven wire (10 gauge top/bottom wires & 12 1/2 gauge rest)	30,832	2.70	83,246.40
Tree Protection	Installation of Tree Protection (by linear foot) Including: - Metal .95#/ft. T-posts, 8' on-center - Orange, UV resistant Poly Barricade Fabric (4 ft. high) - w/ "Do Not Enter" signs 50' on-center	30,832	2.60	80,163.20
Silt Fence Outlet...	Silt Fence Outlet: For concentrated flow areas; 1/4" hardware cloth with #57 stone provided/installed by owner, by each	126	95.00	11,970.00
Temporary Seed...	Temporary seeding, by acre including: - Scarifying/pulverizing seedbed - Fertilizer - Seed - Straw mulch	11	1,850.00	20,350.00
Permanent See...	Non-Lawn Seeding & Mulching, by acre Including: - Scarifying/pulverizing seedbed - Fertilizer - Seed - Straw mulch	7.6	2,300.00	17,480.00
Specialized Han...	Specialized Hand Mowing, by hour	10	95.00	950.00
Excelsior Blanke...	Install Erosion Control Blanket: (per sq. yd.) including: fertilizer, seed, anchors and erosion control blanket Note: This item added to quote #31536) on 1/17/2023, per Brian Conrad.	4,000	2.55	10,200.00
		Total	\$224,359.60	



Ordinance No. 23-05

Date Submitted: February 21, 2023

Date Adopted: February 21, 2023

**Parks and Recreation Capital Project Ordinance
HOLLY SPRINGS, NORTH CAROLINA**

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

SECTION I: The project authorized by this ordinance consists of parks and recreation capital projects.

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

SECTION III: Parks and Recreation Fees shall be deposited directly in the fund effective February 21, 2023:

Parks and Recreation Capital Project Fund	
Expenditures:	
Parks and Recreation Capital Project Fund	26,323,732
Total	26,323,732

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

Park and Recreation Capital Project Fund	
Revenues:	
Transfer In	15,149,524
State Grants	834,340
Federal Grants	1,133,000
Bond Proceeds	9,177,668
Miscellaneous Revenues	29,200
Total	26,323,732

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

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

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

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

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

The provisions of this ordinance shall become effective February 21, 2023 in accordance with the laws of the State of North Carolina.

Adopted this, the 21st day of February 2023.

Town of Holly Springs by

Sean Mayefskie, Mayor

ATTEST:

Linda McKinney, Town Clerk





Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 16.

Consent Agenda

Title: Avent Ferry Road Widening Project - NCDOT Supplemental Agreement

Strategic Priority Area: Engaged, Healthy, & Active Community

Responsible & Balanced Growth

Safe & Friendly

Economic Prosperity & Diversity

Staff Resource: Aaron Levitt, Utilities and Infrastructure, Michael Leonas, Utilities and Infrastructure, Dirk Siebenbrodt, Utilities and Infrastructure

Action(s):

- Approve Supplemental Agreement between NCDOT and the Town of Holly Springs (TOHS) for Supplemental Funds for an increased total NCDOT amount of \$400,000.
- Adopt Street and Sidewalk Capital Project Ordinance (23-06) to appropriate \$400,000 in additional NCDOT reimbursements.
- Authorize the Town Manager to sign and execute any contracts to close the project that is within the approved project budget, project scope, and consistent with this and prior Council actions and intent.

Explanation:

- The attached agreement will increase the NCDOT available funds by \$400,000 for expenses related to the widening of SR 1115 (Avent Ferry Road)
- The project was completed on 08/09/2022. Staff will wait until a project is completed or near completion to submit for additional NCDOT grants to maximize reimbursable expenses.
- Street and Sidewalk Capital Project Ordinance (23-06) increases the project appropriation by \$400,000 in additional funds.
- Once all payments are completed and reimbursements submitted, any remaining funds will return to Street Reserves.
- Project completion was delayed due to supply chain issues with the signal installation and the contractor was charged \$7,500 in liquidated damages.
- Supplemental Funds are to be applied to project costs associated with design changes, project duration increases, and other constructability issues encountered.

Background:

- The need to widen this section of Avent Ferry Road was identified in the town's Comprehensive Transportation Plan (CTP).
- Funding for this project will be partially reimbursed with federal-aid funding through the North Carolina Department of Transportation (NCDOT).

- Staff has secured \$1.8M in reimbursable grant funds to date. The supplemental NCDOT agreement on a 50/50 cost share basis will bring the total to over \$2M in reimbursable grant funds.
- The current approved project budget is \$3,135,357. The new total project budget including the additional up to \$400,000 in NCDOT grant reimbursements will be \$3,535,357.
- The Street and Sidewalk Capital Project fund includes funding for all Town street and sidewalk related capital projects. Ordinance 23-06 will increase the appropriation from the previously approved \$74,030,491 with an additional \$400,000 for a new total fund appropriation of \$74,430,491.

Funding Source(s):

- This project is funded from Street Reserves, NCDOT grants, and Developer Fees

Attachment(s):

1. U-5529 Avent Ferry Road Widening - Supplemental Agreement NCDOT
2. Street and Sidewalk Project Ordinance (23-06)
3. U-5529 Project Map

NORTH CAROLINA
WAKE COUNTY

3rd SUPPLEMENTAL AGREEMENT

DATE: 2/3/2023

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: U-5529

AND

WBS ELEMENTS: PE 44107.1.F1

ROW 44107.2.1

TOWN OF HOLLY SPRINGS

CON 44107.3.1

OTHER FUNDING:

FEDERAL-AID #: STPDA-0510(8)

CFDA #: 20.205

TOTAL SUPPLEMENTAL FUNDS [NCDOT PARTICIPATION] \$400,000

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, the Department and the Municipality on 11/1/2013 entered into a certain Project Agreement for the original scope: the design of roadway widening at SR 1115 (Avent Ferry Road), SR 1101 (Piney Grove) to West Elm Avenue in Holly Springs, programmed under Project U-5529; and,

WHEREAS, the Department and the Municipality on 12/16/2014 entered into a Supplemental Agreement to add the Right of Way phase to the Project, increase the funding award, and extend the completion date; and,

WHEREAS, the Department and the Municipality on 7/31/2015 entered into a Supplemental Agreement to add the Construction phase and increase the funding; and,

WHEREAS, the Project is now under construction and the Municipality has received additional funding allocated by CAMPO and also wishes to extend the Project completion date;

NOW THEREFORE, the parties wish to supplement the aforementioned Agreement whereby the following provisions are amended:

FUNDING

The Department's original participation from the three previous agreements was \$1,808,000. The Department agrees to reimburse the Municipality an additional \$400,000 of STBG-DA funds. The Municipality will provide \$100,000 as their local match, an additional local contribution of \$300,000 and all costs that exceed the total available funding per the Funding Table below:

FUNDING TABLE

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
STBG-DA (#4379)	\$144,000	80%	\$36,000	20%
STBG-DA (#5291)	\$80,000	80%	\$20,000	20%
STBG-DA (#5762)	\$1,584,000	80%	\$396,000	20%
STBG-DA (#11403)	\$400,000	80%	\$100,000	20%
Subtotal	\$2,208,000		\$552,000	
Additional Local Contribution			\$300,000	
Total Federal Funding		\$2,208,000		
Total Non-Federal (Local) Funding		\$852,000		
Total Available Funding		\$3,060,000		

TIME FRAME

The Municipality, and or its agent, shall complete all work outlined in the Agreement by December 31, 2023. Completion for this Agreement is defined as completion of all implementation activities, acceptance of the Project, and submission of a final reimbursement request.

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.

OTHER PROVISIONS

The other party to this Agreement 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.

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.

Except as hereinabove provided, the Agreements heretofore executed by the Department and the Municipality on 11/1/2013, 12/16/2014, and 7/31/2015 are ratified and affirmed as therein provided.

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: _____

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

(SEAL)

(FINANCE OFFICER)

Federal Tax Identification Number

Remittance Address:

Town of Holly Springs

DEPARTMENT OF TRANSPORTATION

BY: _____

(CHIEF ENGINEER)

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: 3/2/2023 (Date)



Ordinance No. 23-06

Date Submitted: February 21, 2023

Date Adopted: February 21, 2023

**Street and Sidewalk Capital Project Ordinance
HOLLY SPRINGS, NORTH CAROLINA**

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

SECTION I: The project authorized by this ordinance consists of street and sidewalk projects.

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

SECTION III: The following amounts are appropriated for the project funds effective February 21, 2023

Street and Sidewalk Project Fund	
Expenditures:	
Street and Sidewalk Projects	74,430,491
Total	74,430,491

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

Street and Sidewalk Project Fund	
Revenues:	
General Obligation Bond Proceeds	43,210,306
Intergovernmental / State Grants	19,562,598
Transfers In	8,481,087
Limited Obligation Bond Proceeds	2,500,000
Developer Contributions	676,500
Total	74,430,491

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

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

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

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

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

The provisions of this ordinance shall become effective February 21, 2023 in accordance with the laws of the State of North Carolina.

Adopted this, the 21st day of February 2023.

Town of Holly Springs by

Sean Mayefskie, Mayor

ATTEST:

Linda McKinney, Town Clerk



Avent Ferry Road Widening Project
Overview Map



Vicinity Map, NTS

Rex Hospital

NC 55

55

Project

Avent Ferry Rd

South Park Village Shopping Center

Village Walk Dr

Ralph
Stephens
Road





Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 17.

Consent Agenda

Title: Yard Waste Interlocal Agreement (ILA) Amendment with the Town of Apex

Strategic Priority Area: Responsible & Balanced Growth

Staff Resource: John Schifano, Town Attorney

Action(s):

Approve Yard Waste Interlocal Agreement Amendment with Town of Apex

Explanation:

- This amendment extends an existing Interlocal Agreement (ILA) between Holly Springs and Apex for yard waste disposal.
- Under the agreement, Apex pays Holly Springs for transportation of Apex's yard waste material to a disposal site in Sanford.
- This Amendment extends that agreement for one year and allows the Town of Apex to store additional construction equipment at the site.
- The Town of Apex is evaluating a variety of long-term yard waste disposal options, including potential cost-sharing opportunities in a regional yard waste / compost facility.

Background:

- Holly Springs operates a yard waste site at 3420 New Hill Holleman Road for unloading collection trucks and loading into the town's transfer truck for hauling to an offsite location.
- Since January 2021, Holly Springs has been handling and transferring Apex's yard waste for a fee of \$185 per load.

Funding Source(s):

N/A

Attachment(s):

1. Amendment on ILA with Apex for yard waste

ADDENDUM TO INTERLOCAL AGREEMENT FOR YARD WASTE TRANSPORT

WHEREAS, the Towns of Apex and Holly Springs have entered into an Interlocal Agreement (“Agreement”) dated January 4, 2022 to aid Apex in the transportation of yard waste from Holly Springs’ transfer site to Apex’s disposal contractor; and

WHEREAS, the term of the Agreement was extended to January, 3, 2023 by the Holly Springs Town Manager on April 28, 2022; and

WHEREAS, the Town of Apex has continued need for assistance in the transportation of yard waste and the Town of Holly Springs is willing to continue providing such assistance on the condition that additional equipment, as defined below, is provided by Apex; and

WHEREAS, the original Agreement and this Addendum is authorized by NCGS §160A-460 *et.seq.*

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

INCORPORATION. The terms and conditions herein are incorporated to the Interlocal Agreement between Holly Springs and Apex for Yard Waste Transport.

Paragraph 2. The term of this Agreement shall be extended for 12 months from the effective date of this Addendum and may be extended further per the terms of the original Agreement.

Paragraph 3. Subsection (d) is rewritten as follows, with deletions in struck-through text, and insertions in bold, underlined text:

- d. Holly Springs shall store Apex’s walker trailer (Asset 731), road tractor (Asset 1), excavator (Asset 699), and backhoe (Asset 5625) (the “Equipment”) at the Transfer Station when ~~it~~ **the Equipment** is not being used for **processing, loading, and** deliveries of Material to the third party end user, and aside from normal wear and tear will be responsible for the safe operation and utilization of the ~~trailer~~ **Equipment**. No bailment is created through the storage of ~~this trailer~~ **the Equipment** or Material at the Transfer Station. Apex shall be responsible to maintain, **repair, and keep** insurance on ~~its trailer~~ **the Equipment** in an amount satisfactory to Apex.

Paragraph 4. Subsection (b) is rewritten as follows, with deletions in struck-through text, and insertions in bold, underlined text:

- b. Apex shall provide ~~a walker trailer~~ **the Equipment** to Holly Springs to use in **processing and** transporting Material from the Transfer Station to the Contractor for disposal by the Contractor.

Paragraph 4. A new subsection (e) is added to read as follows:

- e. Apex shall maintain any and all insurance necessary to protect the Equipment.

Paragraph 9. The minimum coverage amounts for each party as stated in subsections (a) and (b) shall be increased from \$1,000,000 to \$5,000,000.

Paragraph 23. A new paragraph 23, shall be inserted and read as follows:

At all times during the provision of services under this Agreement, employees of each party hereto shall continue to be employees of their respective parties and shall not be deemed employees of the other party for any purpose. All agents and employees of each party shall be subject to the control, supervision, and authority of their respective parties, and each party shall be solely responsible for making all payments that may be owed to, or required to be made on behalf of, its agents and employees, including, but not limited to, wages, taxes, assessments for unemployment insurance, social security and disability benefits, benefits (including health and retirement) and other fees.

TOWN OF HOLLY SPRINGS

NAME: _____

SIGNATURE: _____

DATE: _____

TOWN OF APEX

NAME: _____

SIGNATURE: _____

DATE: _____



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 18.

Consent Agenda

Title: Amend Town Council Calendar of Meetings.

Strategic Priority Area: Organizational Excellence

Staff Resource: Linda McKinney, Town Clerk

Action(s):

Amend the adopted Town Council Calendar of Meetings to cancel the quarterly meeting scheduled for March 7, 2023.

Explanation:

- Council adopted a calendar of meetings for calendar year 2023 at their December 6, 2022 business meeting.
- The schedule included four quarterly meetings to be held as needed on the second Tuesday of March, June, September, and December.
- There is no business scheduled to come before Council on March 7th, so the meeting is not needed and can be cancelled.

Background:

- An official calendar of Council meetings is adopted by the Town Council and filed each year in the Town Clerk's office.
- Council's adopted meeting calendar may be amended by Council's vote at any point during the year.

Funding Source(s):

N/A

Attachment(s):

None



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 19.

Consent Agenda

Title: Voluntary Annexation A22-04 - Norris Crossing Subdivision

Strategic Priority Area: Responsible & Balanced Growth

Staff Resource: Aaron Prichard, Development Services

Action(s):

Adopt Resolution 23-04 directing the Town Clerk to investigate the sufficiency of annexation petition A22-04 and setting the public hearing for March 21, 2023.

Explanation:

- The Town has received a petition for voluntary annexation of +/- 65.18 acres located along Avent Ferry Road.
- The owner of the property is Lennar Carolinas, LLC.
- Staff requested feedback from all departments and there were no issues with this annexation.
- The requested action is to set the public hearing, and to verify that the petition meets the statutory requirements for 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."

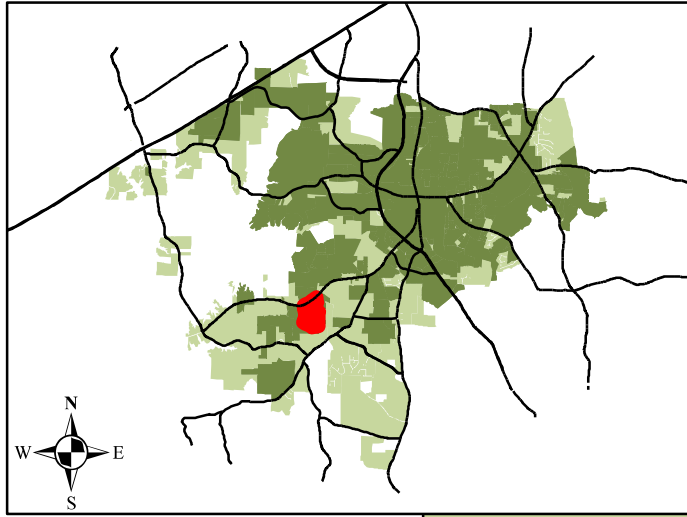
Funding Source(s):

N/A

Attachment(s):

1. A22-04 Map
2. 23-04 - Norris Crossing- Resolution of Sufficiency

A 22-4 | Norris Crossing | 65.18 ac



Legend

-  Annexation Property Site
-  Subdivisions
-  Town Limits
-  ETJ



Resolution No.: 23-04

Date Adopted: February 21, 2023

Annexation No.: A22-04

**RESOLUTION OF THE HOLLY SPRINGS TOWN COUNCIL DIRECTING THE TOWN CLERK
TO INVESTIGATE A PETITION RECEIVED UNDER G.S. 160A-31 AND FIXING THE DATE
OF A PUBLIC HEARING ON THE QUESTION OF ANNEXATION**

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

WHEREAS, G.S. 160A-31 provides that the sufficiency of the petition shall be investigated by the Town Clerk before further annexation proceedings may take place; and

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

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

Legal Description for Voluntary Annexation

PIN: 0638824248

BEING ALL OF THE LENNAR CAROLINAS, LLC PARCEL AS DESCRIBED IN DEED BOOK 19071 AT PAGE 344 OF THE WAKE COUNTY REGISTER OF DEEDS (PIN 0638824248) LOCATED IN HOLLY SPRINGS TOWNSHIP, WAKE COUNTY, NORTH CAROLINA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT NCGS MONUMENT "AEROSPORT", SAID MONUMENT HAVING NORTH CAROLINA STATE PLAIN COORDINATES OF NORTHING = 684,993.62 AND EASTING = 2,043,505.63' (PER THE NORTH CAROLINA GEODETIC DATABASE MONUMENT REPORT); THENCE, FROM THE POINT OF COMMENCEMENT, S66°11'37"W A DISTANCE OF 5,269.94 FEET TO A 3/4" IRON PIPE SET ON THE SOUTHEASTERN RIGHT OF WAY OF AVENT FERRY ROAD, SAID POINT BEING THE NORTHEASTERN CORNER OF THE LENNAR CAROLINAS, LLC PARCEL AS DESCRIBED IN DEED BOOK 19071 AT PAGE 344 OF THE WAKE COUNTY REGISTER OF DEEDS (PIN 0638824248) AND THE TRUE POINT OF BEGINNING, HAVING NORTH CAROLINA STATE PLAIN COORDINATES OF NORTHING = 682,866.43' AND EASTING = 2,038,684.05'; THENCE, FROM THE POINT OF BEGINNING AND LEAVING THE RIGHT OF WAY OF AVENT FERRY ROAD, S02°36'21"W A DISTANCE OF 88.45 FEET TO A 3/4" IRON PIPE SET; THENCE, S09°55'23"E A DISTANCE OF 8.65 FEET TO A 1/2" IRON PIPE FOUND; THENCE, S09°55'23"E A DISTANCE OF 24.92 FEET TO A 1/2" IRON PIPE FOUND; THENCE, S09°55'23"E A DISTANCE OF 518.26 FEET TO A CAPPED 1/2" IRON PIPE FOUND; THENCE, S45°43'05"W A

DISTANCE OF 366.84 FEET TO A 1/2" IRON PIPE FOUND; THENCE, S35°22'36"W A DISTANCE OF 444.94 FEET TO A 3/4" IRON PIPE FOUND; THENCE, S31°08'19"W A DISTANCE OF 57.43 FEET TO A 1" IRON PIPE FOUND; THENCE, N05°26'05"W A DISTANCE OF 227.64 FEET TO A 3/4" IRON PIPE SET; THENCE, N05°26'05"W A DISTANCE OF 426.84 FEET TO A 3/4" IRON PIPE SET; THENCE, N05°26'05"W A DISTANCE OF 232.28 FEET TO A 3/4" IRON PIPE SET ON THE SOUTHERN RIGHT OF WAY OF AVENT FERRY ROAD; THENCE, LEAVING SAID RIGHT OF WAY, N05°26'05"W A DISTANCE OF 47.38 FEET TO A COMPUTED POINT IN THE CENTERLINE OF AVENT FERRY ROAD; THENCE, WITH SAID CENTERLINE, N55°22'23"E A DISTANCE OF 143.24 FEET TO A COMPUTED POINT; THENCE, CONTINUING WITH SAID CENTERLINE, N53°56'11"E A DISTANCE OF 149.89 FEET TO A COMPUTED POINT; THENCE, CONTINUING WITH SAID CENTERLINE, N52°44'19"E A DISTANCE OF 94.12 FEET TO A COMPUTED POINT; THENCE, CONTINUING WITH SAID CENTERLINE, N51°00'17"E A DISTANCE OF 88.62 FEET TO A COMPUTED POINT; THENCE, CONTINUING WITH SAID CENTERLINE, N49°29'36"E A DISTANCE OF 87.24 FEET TO A COMPUTED POINT; THENCE, CONTINUING WITH SAID CENTERLINE, N50°17'05"E A DISTANCE OF 94.33 FEET TO A COMPUTED POINT; THENCE, LEAVING SAID CENTERLINE, S41°13'02"E A DISTANCE OF 38.88 FEET TO THE POINT OF BEGINNING.

SAID LENNAR CAROLINAS, LLC PARCEL (INCLUDING RIGHT OF WAY) CONTAINING 10.55 ACRES, MORE OR LESS.

PIN: 0638814177

BEING ALL OF THE LENNAR CAROLINAS, LLC PARCEL AS DESCRIBED IN DEED BOOK 19071 AT PAGE 326 OF THE WAKE COUNTY REGISTER OF DEEDS (PIN 0638814177) LOCATED IN HOLLY SPRINGS TOWNSHIP, WAKE COUNTY, NORTH CAROLINA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT NCGS MONUMENT "AEROSPORT", SAID MONUMENT HAVING NORTH CAROLINA STATE PLAIN COORDINATES OF NORTHING = 684,993.62 AND EASTING = 2,043,505.63' (PER THE NORTH CAROLINA GEODETIC DATABASE MONUMENT REPORT); THENCE, FROM THE POINT OF COMMENCEMENT, S57°00'53"W A DISTANCE OF 6,295.10 FEET TO A 1" IRON PIPE FOUND ON THE NORTHERN CORNER OF THE LENNAR CAROLINAS, LLC PARCEL AS DESCRIBED IN DEED BOOK 19071 AT PAGE 326 OF THE WAKE COUNTY REGISTER OF DEEDS (PIN 0638814177) AND THE TRUE POINT OF BEGINNING, HAVING NORTH CAROLINA STATE PLAIN COORDINATES OF NORTHING = 681,566.42' AND EASTING = 2,038,225.34'; THENCE, FROM THE POINT OF BEGINNING, S71°26'08"E A DISTANCE OF 772.94 FEET TO A COMPUTED POINT LOCATED 0.78 FEET NORTHWEST OF A 1" IRON PIPE FOUND; THENCE, S01°55'01"W A DISTANCE OF 831.29 FEET TO A 3/4" CAPPED IRON PIPE FOUND; THENCE, N57°32'03"W A DISTANCE OF 399.21 FEET TO A 1" IRON PIPE FOUND; THENCE, N71°51'52"W A DISTANCE OF 367.91 FEET TO A 1" IRON PIPE FOUND; THENCE, N13°42'20"W A DISTANCE OF 209.40 FEET TO A 1" IRON PIPE FOUND; THENCE, N84°09'56"W A DISTANCE OF 150.87 FEET TO A COMPUTED POINT 0.41 FEET SOUTHWEST OF A 1" BENT IRON PIPE FOUND; THENCE, S60°04'34"W A DISTANCE OF 101.43 FEET TO A 1" IRON PIPE FOUND; THENCE, S88°41'17"W A DISTANCE OF 196.87 FEET TO A 1" IRON PIPE FOUND; THENCE N45°37'33"E A DISTANCE OF 180.45 FEET TO A 3/4" IRON PIPE FOUND; THENCE, N36°19'52"E A DISTANCE OF 568.79 FEET TO THE POINT OF BEGINNING.

SAID LENNAR CAROLINAS, LLC PARCEL CONTAINING 15.34 ACRES, MORE OR LESS.

PIN: 0638802106

BEING ALL OF THE LENNAR CAROLINAS, LLC PARCEL AS DESCRIBED IN DEED BOOK 19071 AT PAGE 332, AS TRACT 1 IN DEED BOOK 19071 AT PAGE 318, AND DEED BOOK 19071 AT PAGE 338

OF THE WAKE COUNTY REGISTER OF DEEDS (PIN 0638802106) LOCATED IN HOLLY SPRINGS TOWNSHIP, WAKE COUNTY, NORTH CAROLINA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT NCGS MONUMENT "AEROSPORT", SAID MONUMENT HAVING NORTH CAROLINA STATE PLAIN COORDINATES OF NORTHING = 684,993.62' AND EASTING = 2,043,505.63' (PER THE NORTH CAROLINA GEODETIC DATABASE MONUMENT REPORT); THENCE, FROM THE POINT OF COMMENCEMENT, S45°27'01"W A DISTANCE OF 6420.43 FEET TO A 3/4" CAPPED IRON PIPE FOUND ON THE NORTHWESTERN CORNER OF THE LENNAR CAROLINAS, LLC PARCEL AS DESCRIBED IN DEED BOOK 19071 AT PAGE 332, AS TRACT 1 IN DEED BOOK 19071 AT PAGE 318, AND DEED BOOK 19071 AT PAGE 338 OF THE WAKE COUNTY REGISTER OF DEEDS (PIN 0638802106) AND THE TRUE POINT OF BEGINNING, HAVING NORTH CAROLINA STATE PLAIN COORDINATES OF NORTHING = 680,489.52' AND EASTING = 2,038,930.15'; THENCE, FROM THE POINT OF BEGINNING, S01°55'01"W A DISTANCE OF 212.01 FEET TO A 1" IRON PIPE FOUND; THENCE, S01°55'01"W A DISTANCE OF 530.66 FEET TO A 1/2" CAPPED IRON PIPE FOUND; THENCE, S83°21'11"W A DISTANCE OF 721.52 FEET TO A 1" CAPPED IRON PIPE FOUND; THENCE, N62°23'56"W A DISTANCE OF 802.48 FEET TO A 1" CAPPED IRON PIPE FOUND; THENCE, N62°24'25"W A DISTANCE OF 268.92 FEET TO A 1" IRON PIPE FOUND; THENCE, N23°16'18"E A DISTANCE OF 486.00 FEET TO A 3/4" IRON PIPE SET; THENCE, S47°58'32"E A DISTANCE OF 442.06 FEET TO A 3/4" IRON PIPE SET; THENCE, N45°43'08"E A DISTANCE OF 635.95 FEET TO A 1" IRON PIPE FOUND; THENCE, S56°02'17"E A DISTANCE OF 596.24 FEET TO A 3/4" IRON PIPE SET; THENCE, N01°55'37"E A DISTANCE OF 204.18 FEET TO A 3/4" IRON PIPE SET; THENCE, S57°32'03"E A DISTANCE OF 253.54 FEET TO THE POINT OF BEGINNING.

SAID LENNAR CAROLINAS, LLC PARCEL CONTAINING 26.91 ACRES, MORE OR LESS.

PIN: 0638716449

BEING ALL OF THE LENNAR CAROLINAS, LLC DESCRIBED AS TRACT TWO IN DEED BOOK 19071 AT PAGE 318 OF THE WAKE COUNTY REGISTER OF DEEDS (PIN 0638716449) LOCATED IN HOLLY SPRINGS TOWNSHIP, WAKE COUNTY, NORTH CAROLINA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT NCGS MONUMENT "HOLLEMAN", SAID MONUMENT HAVING NORTH CAROLINA STATE PLAIN COORDINATES OF NORTHING = 676,958.59' AND EASTING = 2,038,079.05' (PER THE NORTH CAROLINA GEODETIC DATABASE MONUMENT REPORT); THENCE, FROM THE POINT OF COMMENCEMENT, N08°17'51"W A DISTANCE OF 3,889.87 FEET TO A 3/4" IRON PIPE FOUND ON THE SOUTHERN CORNER OF THE LENNAR CAROLINAS, LLC DESCRIBED AS TRACT TWO IN DEED BOOK 19071 AT PAGE 318 OF THE WAKE COUNTY REGISTER OF DEEDS (PIN 0638716449) AND THE TRUE POINT OF BEGINNING, HAVING NORTH CAROLINA STATE PLAIN COORDINATES OF NORTHING =

680,807.74' AND EASTING = 2,037,517.69'; THENCE, FROM THE POINT OF BEGINNING, N10°10'21"W A DISTANCE OF 1,187.25 FEET TO A 1" IRON PIPE FOUND ON THE SOUTHERN RIGHT OF WAY OF AVENT FERRY ROAD; THENCE, LEAVING SAID RIGHT OF WAY, N21°18'36"W A DISTANCE OF 40.99 FEET TO A COMPUTED POINT ON THE CENTERLINE OF AVENT FERRY ROAD; THENCE, WITH SAID CENTERLINE, N63°40'58"E A DISTANCE OF 258.94 FEET TO A COMPUTED POINT; THENCE, CONTINUING WITH SAID CENTERLINE, N59°59'36"E A DISTANCE OF 369.39 FEET TO A COMPUTED POINT; THENCE, LEAVING SAID CENTERLINE, S02°03'00"E A DISTANCE OF 49.89 FEET TO A 3/4" IRON PIPE FOUND ON THE SOUTHERN RIGHT OF WAY OF AVENT FERRY ROAD; THENCE, LEAVING SAID RIGHT OF WAY, S02°03'00" E A DISTANCE OF 1,156.74 FEET TO A 3/4" IRON PIPE FOUND; THENCE, S45°37'33"W A DISTANCE OF 180.45 FEET TO A 1" IRON PIPE FOUND; THENCE, S54°11'43"W A DISTANCE OF 297.87 FEET TO THE POINT OF BEGINNING.

SAID LENNAR CAROLINAS, LLC PARCEL (INCLUDING RIGHT OF WAY) CONTAINING 13.61 ACRES, MORE OR LESS.

Together with and subject to covenants, easements, and restrictions of record.

Said properties contain 65.18 acres more or less.

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

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

Section 2. Subject to the Town Clerk's satisfactory result of her investigation, a public hearing on the question of annexation of the area described herein will be held at the Town Hall Council Chambers, located at 128 S. Main Street, at 7 p.m. (or as soon thereafter as is practicable) on Tuesday, March 21, 2023.

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

Adopted this, the 21st day of February, 2023.

ATTEST:

Sean Mayefskie, Mayor

Linda McKinney
Town Clerk



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 20.

Public Hearings

Title: Norris Crossing Subdivision 22-MAS-01 - Quasi-Judicial Public Hearing

Strategic Priority Area: Responsible & Balanced Growth

Staff Resource: Cheryl Caines, Development Services, Catherine Jacobs, Development Services

Action(s):

1. Conduct Quasi-Judicial Public Hearing.
2. Make and accept the Findings of Fact for consideration of and to approve/deny/defer Major Subdivision Plan 22-MAS-01 for Norris Crossing with the conditions stated in the attachment.
3. Approve Norris Crossing Major Subdivision Development Agreement.

Explanation:

- A new Unified Development Ordinance (UDO) was effective March 1, 2022. Over the following 12-24 months, there will be a crossover period where some projects are able to utilize the old UDO (2002 UDO) due to state statutes. This section of the cover sheet will be used to specify the UDO version (2002 or 2022) and the approval type that the Council will consider for each respective case.
 - Applicable Ordinance: 2022 UDO
 - Process: Town Council Quasi-Judicial Public Hearing
- The Town has received a request for a Major Residential Subdivision Plan for Norris Crossing, located off of Avent Ferry Road between Stonemont Subdivision and the Mills at Avent Ferry Subdivision. The project area includes approximately 74 acres.
- The UDO requires Major Subdivisions to be reviewed by the Town Council at a Quasi-Judicial Public Hearing.
- Quasi-judicial actions involve the findings of facts regarding a specific application of a development regulation and that requires the exercise of discretion when applying the standards of the regulation.
- The proposed subdivision plan establishes 170 new single-dwelling lots, internal residential streets, thoroughfare widening, public greenway connections, public utilities extensions to serve each future lot, tree preservation area, common open spaces, and common landscaping.
- In accordance with the zoning conditions, the subdivision plan features 35 lots that are greater than 10,000 square feet and 73 lots that are less than 8,000 square feet. The remaining lots are between 8,000 - 10,000 square feet.
- The developer worked with the Town on a Development Agreement related to the following:
 - A proportionate fee-in-lieu of design and construction of the traffic signal at the intersection of Holly Meadow Drive and Avent Ferry Road

Town Council Business Meeting
February 21, 2023

- Reimbursement for the offsite extension of sidewalk/sidepath along Avent Ferry Road to complete the pedestrian connection to the west at the Mills at Avent Ferry Subdivision
- Offset of Parks and Recreation fees in lieu of the construction of an offsite Greenway connection on property within Mills at Avent Ferry subdivision
- A proportionate fee-in-lieu for a portion of the median within Avent Ferry Road that is unable to be constructed with this development

Planning Board Recommendation:

The Planning Board discussed the following issues and concerns on 01/24/2023:

- Providing safe pedestrian connectivity across Avent Ferry Road.
- Concerns about the capacity of Wake County Schools and whether Holly Springs' schools can accommodate the additional households.
- Questions about access and future plans for the unincorporated Macon property located in the middle of the project area. There was discussion of a private gun range located on this property. Safety concerns were highlighted, and the applicant stated this range is believed to be going away. Staff has asked the applicant to confirm this is the case.
- The mailed notice sent by the applicant for the Neighborhood Meeting prior to submittal was inadvertently omitted a number of properties within the 500-ft buffer radius required by the UDO. The applicant committed to holding another Neighborhood Meeting on February 15th that meets UDO requirements for notification of surrounding properties.

The Planning Board recommended approval (7-0) [2 absent].

The Planning Board voted in favor of a second motion to raise concerns to the Town Council regarding available crossings to allow residents to safely cross over from this project towards Holly Pointe Subdivision (7-0-2 absent).

Background:

- The site was rezoned from R-30 Residential to R-10 CU Residential Conditional Use by the Town Council on March 16, 2021.
- The zoning on the site was reassigned from R-10 CU to SR CD Suburban Residential Conditional Zoning District as a part of the Town-wide zoning reassignment on March 1, 2022.

Funding Source(s):

N/A

Attachment(s):

1. Motions and Conditions_Norris Crossing Subdivision
2. Planning Board Staff Report_Norris Crossing Major Subdivision
3. Petition & Plans_Norris Crossing
4. Additional Neighborhood Meeting Notice_Norris Crossing
5. Norris Tract Development Agreement V3_Town Council Version (1)



Norris Crossing Residential Major Subdivision 22-MAS-01 Conditions of Approval

Motion and Conditions of Approval:

Motion to make and accept the Findings of Fact for Major Residential Subdivision 22-MAS-01 that proposed new single-family lots, internal residential streets, thoroughfare widening, public greenway connections, public utilities extensions to serve each future lot, tree preservation area, common open spaces, and common landscaping that meets the applicable Unified Development Ordinance standards for a major residential subdivision.

Motion to approve / deny / defer Major Residential Subdivision Plan 22-MAS-01 for Norris Crossing Subdivision as submitted by Peak Engineering, Project Number 200402 with the following conditions:

1. All previous conditions of approval for 20-REZ-04 *Norris Crossing Rezoning* 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.
2. Usage of the Greenway and Greenway easement area as Tree Preservation Area to meet minimum UDO requirements is contingent upon Greenway construction not exceeding a 20' clearing and the preservation of specimen trees within the Tree Preservation Area.
3. Foundation landscaping for each individual residential lot will be required and reviewed with each Building Permit submittal.
4. All existing overhead lines must be relocated underground with this project. If the relocation of existing overhead power lines underground is deemed not feasible by the Town and/or the Utility company, a fee-in-lieu will be required prior to Construction Drawing approval in accordance with the UDO.
5. Prior to Construction Drawing Approval, the following items must be addressed:
 - a. Greenway Construction Drawings to include a survey of trees within the proposed Greenway corridor.
 - b. Detailed information for Active Recreation areas, with the exception of the Amenity Center, will be required with Civil CDs. The Amenity Lot will require a Development Plan Approval.
 - c. Detailed design for Stormwater Control Measures used to address Open Space minimum requirements shall be completed in accordance with UDO Section 4.3.2.
 - d. 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.
6. Prior to Building Permit approvals:

- a. Each residential lot should install foundation landscaping around the building in accordance with the standard detail on Sheet L-5 of this plan set.
- 7. At time of petitioning for the first Final Plat for this subdivision:
 - a. Homeowner's Association covenants shall be submitted for review prior to recording.
- 8. Prior to the submittal of any UDO Permit for Sign Installation for permanent signage, a Master Sign Plan must be submitted for review and approval.



Town of Holly Springs Staff Report to the Planning Board

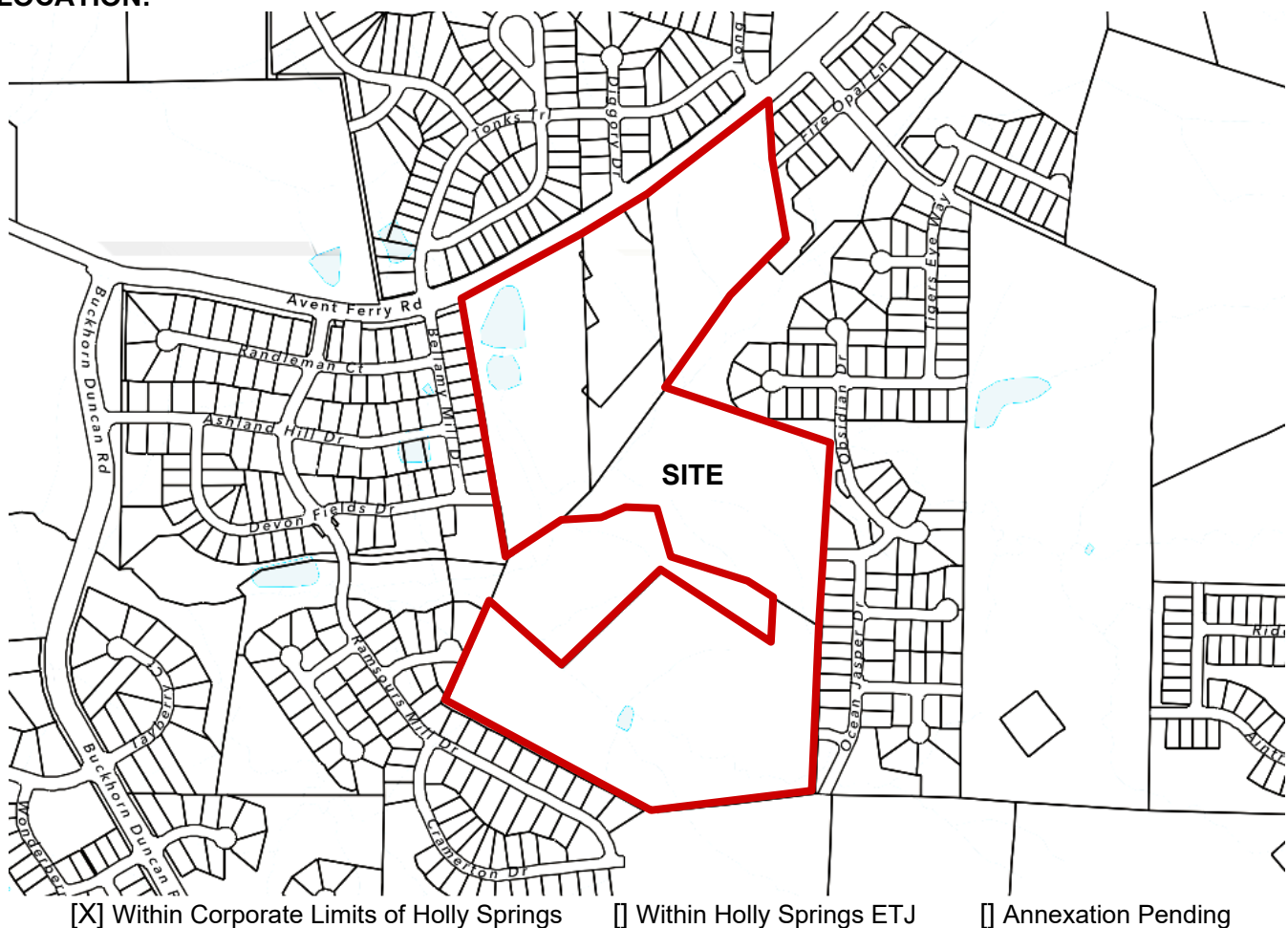
REQUEST FOR MAJOR SUBDIVISION Norris Crossing 22-MAS-01

APPLICANT(S):

Jeff Roach
Peak Engineering & Design
PLLC
1125 Apex Peakway
Apex, NC 27502

OWNER/DEVELOPER(S):

Stephen Dorn
Lennar Carolinas LLC
1100 Perimeter Park, Suite 112
Morrisville, NC 27560

LOCATION:**ANTICIPATED REVIEW SCHEDULE:**

Planning Board: January 24, 2023
Town Council: February 21, 2023

STAFF CONTACTS: Bronwyn Redus, Planner II
Catherine Jacobs, Engineering Manager

ATTACHMENTS: Petition, Preliminary Plans

PARCEL INFORMATION			
OWNER	PARCEL #	ZONING	AREA
Lennar Carolinas LLC (please note the properties have changed ownership since the application was first submitted)	0638824248	SR CU Suburban Residential Conditional Use	10.43± acres
	0638810914	SR CU Suburban Residential Conditional Use	5.09± acres
	0638821304	SR CU Suburban Residential Conditional Use	0.36± acres
	0638728068	SR CU Suburban Residential Conditional Use	0.04± acres
	0638718879	SR CU Suburban Residential Conditional Use	0.10± acres
	0638728146	SR CU Suburban Residential Conditional Use	0.01± acres
	0638718958	SR CU Suburban Residential Conditional Use	0.01± acres
	0638718565	SR CU Suburban Residential Conditional Use	0.02± acres
	0638716536	SR CU Suburban Residential Conditional Use	12.98± acres
	0638810436	SR CU Suburban Residential Conditional Use	2.29± acres
	0638814177	SR CU Suburban Residential Conditional Use	15.31± acres
	0638802106	SR CU Suburban Residential Conditional Use	26.91± acres
TOTAL			74 ± acres

ADJACENT PROPERTY SITE DATA		
	ZONING	EXISTING LAND USE
Subject Property	SR CU Suburban Residential Conditional Use	Vacant Residential
North	Avent Ferry Road SR CU Suburban Residential Conditional Use (across road)	Right-of-way Residential
South	SR CU Suburban Residential Conditional Use	Residential
East	SR CU Suburban Residential Conditional Use	Residential
West	SR CU Suburban Residential Conditional Use	Residential

PROPERTY HISTORY

REZONING

Ordinance: RZ21-02

Existing Zoning: R-30 Residential

Proposed Zoning: R-10 CU Residential Conditional Use

Approved by Town Council on: March 16, 2021

ZONING REASSIGNMENT

Ordinance: RZ22-02

Existing Zoning: R-10 CU Residential Conditional Use

Proposed Zoning: SR CU Suburban Residential Conditional Use

Approved by Town Council: March 1, 2022

DEVELOPMENT AGREEMENT SUMMARY

The developer has worked with the Town through the review of the Major Subdivision Plan on draft terms of a Development Agreement. This agreement is expected to include the following terms:

- A proportionate fee-in-lieu of design and construction of the traffic signal at the intersection of Holly Meadow Drive and Avent Ferry Road.
- Reimbursement for the offsite extension of sidewalk/sidepath along Avent Ferry Road to complete the pedestrian connection to the west at the Mills at Avent Ferry Subdivision.
- An offset of Parks and Recreation Fees in Lieu for the construction of an offsite greenway connection on property within Mills at Avent Ferry subdivision.
- A potential term: A proportionate fee-in-lieu for a portion of the median within Avent Ferry Road that is unable to be constructed with this development.

PROJECT OVERVIEW

The Town has received a request for a Major Residential Subdivision Plan for Norris Crossing, located off of Avent Ferry Road between Stonemont Subdivision and Mills at Avent Ferry Subdivision. The project area includes approximately 74 acres. The applicant has submitted a subdivision plan which establishes 170 new single-family lots, internal residential streets, thoroughfare widening, public greenway connections, public utilities extensions to serve each future lot, tree preservation area, common open spaces, and common landscaping. The Major Subdivision Plan features 35 lots that are greater than 10,000 square feet and 73 lots that are less than 8,000 square feet.

PLANNING & ZONING

Vision Holly Springs Comprehensive Plan

Future Land Use & Character Plan Designation: Residential Neighborhood

The *Residential Neighborhood* land-use category includes one housing type — single dwelling detached — on different lot sizes that vary enough to provide a range of home choices in the same neighborhood. Homes are oriented toward streets with rear yards larger than front yards. New Residential Neighborhood areas should include a comprehensive and connected network of open space throughout the site to accommodate small parks, gathering spaces, and community gardens; preserve large tree stands; and help manage stormwater run-off. Internal streets and open space should connect to existing or future neighborhoods nearby.

Development Standards

Lot Arrangement:

Maximum Number of Lots (per rezoning): 173

Proposed Number of Lots: 170

Minimum Lot Size: 7,500 sq. ft.

No more than 45% of the lots shall be less than 8,000 sq. ft. per zoning

No less than 20% of the lots shall be greater than 10,000 sq. ft. per zoning

Proposed: 73 lots < 8,000 sq. ft. (42.9% of total)

35 lots > 10,000 sq. ft. (20.5% of total)

Remaining lots are between 8,000 sq. ft. and 10,000 sq. ft.

Minimum Lot Width: 60 ft.

Minimum Building Setbacks:

Thoroughfare: 50 ft.

Front: 20 ft.
Corner Side: 20 ft.
Side: 10 ft. (20' total)
Rear: 20 ft.

Maximum Building Height: 35 ft.

Landscape Requirements:

Perimeter Yard/Buffer:

Along Avent Ferry Road: 5 ft Type A – Open

All other property lines: 5 ft Type A – Open (since adjacent to residential districts)

Provided: 20 ft. wide, Type A, utilizing existing plant material

Street Trees: Avent Ferry Rd & all internal streets

Developed Open Space Requirements:

Minimum Required:

20% Tree Preservation Area

5% Active Recreation Area

5% Flexible Space

Provided:

Tree Preservation: 14.44 acres (20%)

Active Recreation Area: 3.73 acres (5.1%)

Flexible Space: 3.55 acres (4.9%)

(excess 0.10% Action Recreation Area may count toward Flexible Space minimum)

Architectural and Site Design Requirements

Common architectural standards were established with the Rezoning (provided below), and are in addition to the Building Design Standards found in the UDO. Architectural design standards will be reviewed for each individual building permit.

6. VINYL SIDING IS NOT PERMITTED; HOWEVER, VINYL WINDOWS, DECORATIVE ELEMENTS AND TRIM ARE PERMITTED.
7. GARAGE DOORS MUST HAVE WINDOWS, DECORATIVE DETAILS, OR CARRIAGE-STYLE ADORNMENTS ON THEM AND SHALL NOT EXTEND FURTHER THAN 10 FEET FROWARD OF THE FRONT FAÇADE.
8. A VARIED COLOR PALETTE SHALL BE UTILIZED ON HOMES THROUGHOUT THE SUBDIVISION, TO INCLUDE A MINIMUM OF THREE (3) COLOR FAMILIES FOR SIDING AND SHALL INCLUDE VARIED TRIM, SHUTTER AND ACCENT COLORS COMPLEMENTING THE SIDING COLOR.
9. HOME OWNERS ASSOCIATION (HOA) COVENANTS SHALL NOT RESTRICT THE CONSTRUCTION OF ANY ACCESSORY DWELLING UNIT.

Lighting:

A street Lighting Plan has been included and reviewed with this Major Subdivision Plan.

Street lighting will be roadway style LED lighting with gray poles and fixtures.

Pedestrian Circulation

Sidewalks will be provided along both sides of all new internal residential streets with connections to existing sidewalk stubs in adjacent neighborhoods. Open spaces shall be connected by sidewalks and/or pedestrian pathways to promote a well-connected pedestrian network.

PARKS & RECREATION

Greenways:

A 10' wide sidepath on Avent Ferry Rd is required as shown in the Town's Greenways and Trails Plan in Chapter 3 of the Comprehensive Plan. The petitioner is showing full compliance with this requirement by designing a 10' Sidepath across their project frontage.

A 10' Greenway connecting to the west to the Mills at Avent Ferry Greenway; which is currently under construction, as well as a second 10' Greenway connecting to the south east to Mills at Avent Ferry and Stonemont, are both being proposed in alignment with the Greenway routes provided in the Town's Greenways and Trails Plan in Chapter 3 of the Comprehensive Plan. A portion of the southern Greenway section will be collocated with the required Tree Preservation Area, and will be required to meet specific guidelines for tree clearing. Specific routing of this Greenway will be reviewed during Construction Drawing submittals, once final site/grading details and tree survey information are available. The southern Greenway will require a small section of Off-site improvements in order to make a functional connection to Ocean Jasper Dr, for which the developer will receive a partial waiver of Parks and Recreation fees-in-lieu of Parkland Dedication, in an amount equal to the cost of the off-site Greenway construction. This agreement will be memorialized in the Development Agreement.

CIVIL IMPROVEMENTS

Utility Availability and Impacts:

Water Service:

This project is required to tie to and extend Town water facilities to serve the proposed development. A Hydraulic Fire Flow Analysis was completed in conjunction with this Major Subdivision Plan Submittal.

Sewer Service:

A Sewer Study was completed at the time of the Rezoning Petition. This development will discharge to the Union Ridge Pump Station. This project is required to tie to and extend Town gravity sewer facilities to serve the proposed development.

Transportation

A Traffic Impact Analysis (TIA) was completed at the time of the Rezoning Petition. This development will be required to adhere to and construct all recommended improvements within the Approved TIA as follows:

- Fee-in-lieu contribution proportionate to project impact for the future traffic signal at the intersection of Holly Meadow Dr./Avent Ferry Rd
- Dedicated eastbound right-turn lane at Site Drive #1 with 50-ft storage
- Dedicated westbound left-turn lane at Site Drive #1 with 100-ft storage

In accordance with the Unified Development Ordinance and Comprehensive Transportation Plan, road widening to meet ½ of the ultimate four-lane, median-divided thoroughfare cross-section will be required across the property frontage on Avent Ferry Rd. All internal streets will be constructed in accordance with public residential standards.

Environmental & Stormwater:

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

REQUESTED ACTION

Motion that the Planning Board recommend the Town Council approve / deny Major Residential Subdivision Plan 22-MAS-01 for Norris Crossing Subdivision as submitted by Peak Engineering, Project Number 200402 with the following conditions:

1. All previous conditions of approval for 20-REZ-04 *Norris Crossing Rezoning* 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.
2. Usage of the Greenway and Greenway easement area as Tree Preservation Area to meet minimum UDO requirements is contingent upon Greenway construction not exceeding a 20' clearing and the preservation of specimen trees within the Tree Preservation Area.
3. Foundation landscaping for each individual residential lot will be required and reviewed with each Building Permit submittal.
4. All existing overhead lines must be relocated underground with this project. If the relocation of existing overhead power lines underground is deemed not feasible by the Town and/or the Utility company, a fee-in-lieu will be required prior to Construction Drawing approval in accordance with the UDO.
5. Prior to Construction Drawing Approval, the following items must be addressed:
 - a. Greenway Construction Drawings to include a survey of trees within the proposed Greenway corridor.
 - b. Detailed information for Active Recreation areas, with the exception of the Amenity Center, will be required with Civil CDs. The Amenity Lot will require a Development Plan Approval.
 - c. Detailed design for Stormwater Control Measures used to address Open Space minimum requirements shall be completed in accordance with UDO Section 4.3.2.
 - d. 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.
6. Prior to Building Permit approvals:
 - a. Each residential lot should install foundation landscaping around the building in accordance with the standard detail on Sheet L-5 of this plan set.
7. At time of petitioning for the first Final Plat for this subdivision:
 - a. Homeowner's Association covenants shall be submitted for review prior to recording.
8. Prior to the submittal of any UDO Permit for Sign Installation for permanent signage, a Master Sign Plan must be submitted for review and approval.

DEVELOPMENT PETITION

The current Filing Fees can be found on-line in the Town of Holly Springs Fee Schedule:
www.hollyspringsnc.us/2170/Development-Services



Petition Type:

- ☒ **Major Subdivision** (check all that apply)
- ☒ Residential ☐ Non-residential
- ☒ New ☐ Major Amendment* ☐ Minor Amendment*
- ☐ **Development Plan** (check all that apply)
- ☐ Residential ☐ Non-residential
- ☐ New ☐ Major Amendment* ☐ Minor Amendment*
- ☐ **Special Use Permit**
- ☐ New

* Specify purpose of amendment on Certificate of Plan Revisions

For DS Use only

Project # _____

Fees Paid: \$ _____

Date Received: _____

☐ Initial ☐ Revised ☐ Final

Project Information:

Project Name: Norris Crossing

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

PUD/Master Plan/Subdivision N/A Shopping Center/Lot# N/A

Project Location: Avent Ferry Road west of Moonstone Drive; east of Bellamy Mill Drive; south of Avent Ferry Road.

Use street address. If none, use the closest intersection

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

PIN: 0638824248, 0638810828, 0638716449, 0638814177, 0638802381, 0638707772 Real Estate ID: 04033, 21750, 182472, 94223, 28331, 94249

Project Acreage (rounded to nearest tenth): 74.1 acres Partial Parcel: ☐ No ☐ Yes (additional fee)

Current Zoning: SR-CU Proposed Use (see UDO Table 3.2.A): residential subdivision

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

Sketch Plan Review (Pre-Submittal) Meeting Date: April 19, 2022

If the Sketch Plan Review (Pre-Submittal) Meeting Date is not within 8 weeks of the submittal date, another Sketch Plan Review (Pre-Submittal) 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 Jeffrey A. Roach, P.E. for Company Peak Engineering & Design, PLLC

Mailing Address 1125 Apex Peakway

City Apex State NC Zip 27502

Telephone # (919) 439-0100 E-Mail jroach@peakengineering.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 Jeffrey A. Roach, P.E. for Company Peak Engineering & Design, PLLC

Mailing Address 1125 Apex Peakway

City Apex State NC Zip 27502

Telephone # (919) 439-0100 E-Mail jroach@peakengineering.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 Kurt Burger Company Foxfield Land Company, LLC
Mailing Address 1106 Dominion Hill Drive
City Cary State NC Zip 27519
Telephone # (919) 538-2440 E-Mail kurt@foxfieldland.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 N/A 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

Landscape Architect

Name Pam Porter Company TMTLA Associates
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: Attorney (any other contact that should receive comments and correspondence for this project)

Name Jason Barron Company Morningstar Law Group
Mailing Address 421 Fayetteville Street Suite 530
City Raleigh State NC Zip 27601
Telephone # (919) 590-0371 Alternate Telephone # ()
Fax # () E-Mail jbarron@morningstarlawgroup.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 _____ 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, Jeffrey A. Roach for Peak Engineering & Design, PLLC, certify that the information provided on this petition, plans and checklist are complete and accurate to the best of my knowledge.

Signature: _____ Date: _____

See following pages for signature
and property owner information.

Developer

Name Kurt Burger Company Foxfield Land Company, LLC
Mailing Address 1106 Dominion Hill Drive
City Cary State NC Zip 27519
Telephone # (919) 538-2440 E-Mail kurt@foxfieldland.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 N/A Company _____
Mailing Address _____
City _____ State _____ Zip _____
Telephone # () E-Mail _____
How would you like to receive staff review comments? ☐ E-Mail ☐ US Mail
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Landscape Architect

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Mailing Address 5011 Southpark Drive Suite 200
City Durham State NC Zip 27713
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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 Carla Trepper Company Olive Family Land Company, LLC
Mailing Address 9016 Barker Road
City Apex State NC Zip 27562
Telephone # () E-Mail carla@jcpowdercoating.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, Jeffrey A. Roach for Peak Engineering & Design, PLLC, certify that the information provided on this petition, plans and checklist are complete and accurate to the best of my knowledge.

Signature: Jeffrey Roach

Digitally signed by Jeffrey Roach
Date: 2022.05.27 08:39:54 -04'00'

Date: 5/27/2022

Developer

Name Kurt Burger Company Foxfield Land Company, LLC
Mailing Address 1106 Dominion Hill Drive
City Cary State NC Zip 27519
Telephone # (919) 538-2440 E-Mail kurt@foxfieldland.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 N/A Company _____
Mailing Address _____
City _____ State _____ Zip _____
Telephone # () E-Mail _____
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Landscape Architect

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Mailing Address 5011 Southpark Drive Suite 200
City Durham State NC Zip 27713
Telephone # (919) 484-8880 E-Mail pam@tmtla.com
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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 Mohan Selva Company 2MM LLC
Mailing Address 109 Oxyard Way
City Cary State NC Zip 27519
Telephone # () E-Mail 2mmlccary@gmail.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

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Signature: Jeffrey Roach

Digitally signed by Jeffrey Roach
Date: 2022.05.27 08:42:37 -04'00'

Date: 5/27/2022

Developer

Name Kurt Burger Company Foxfield Land Company, LLC
Mailing Address 1106 Dominion Hill Drive
City Cary State NC Zip 27519
Telephone # (919) 538-2440 E-Mail kurt@foxfieldland.com
How would you like to receive staff review comments? ☒ E-Mail ☐ US Mail
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Landscape Architect

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Mailing Address 5011 Southpark Drive Suite 200
City Durham State NC Zip 27713
Telephone # (919) 484-8880 E-Mail pam@tmtla.com
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How would you like to receive Official Action Notices? ☐ Fax ☒ E-Mail ☐ US Mail- Certified

Property Owner - Required

Name Macon, Mary Hare Company _____
Mailing Address 315 Brook Lane
City Newport State NC Zip 28570
Telephone # () E-Mail Jerry Macon (executor) jerry.macon@yahoo.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

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Developer

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Telephone # (919) 538-2440 E-Mail kurt@foxfieldland.com
How would you like to receive staff review comments? ☒ E-Mail ☐ US Mail
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Architect

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Mailing Address _____
City _____ State _____ Zip _____
Telephone # (_____) _____ E-Mail _____
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Landscape Architect

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Mailing Address 5011 Southpark Drive Suite 200
City Durham State NC Zip 27713
Telephone # (919) 484-8880 E-Mail pam@tmtla.com
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Mailing Address 421 Fayetteville Street Suite 530
City Raleigh State NC Zip 27601
Telephone # (919) 590-0371 Alternate Telephone # (_____)
Fax # (_____) E-Mail jbarron@morningstarlawgroup.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 Macon, Katherine Johnson Company _____
Mailing Address P.O. Box 370
City Atlantic Beach State NC Zip 28512
Telephone # (_____) E-Mail Jerry Macon (executor) jerry.macon@yahoo.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

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Date: 5/27/2022

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Mailing Address 1106 Dominion Hill Drive
City Cary State NC Zip 27519
Telephone # (919) 538-2440 E-Mail kurt@foxfieldland.com
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Architect

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Mailing Address _____
City _____ State _____ Zip _____
Telephone # () E-Mail _____
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How would you like to receive Official Action Notices? ☐ Fax ☒ E-Mail ☐ US Mail- Certified

Property Owner - Required

Name Macon, Stephen Company _____
Mailing Address 2305 Avent Ferry Road
City Holly Springs State NC Zip 27540
Telephone # () E-Mail scmacon@splithousevineyard.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

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Signature: Jeffrey Roach

Digitally signed by Jeffrey Roach
Date: 2022.05.27 08:42:37 -04'00'

Date: 5/27/2022

NORRIS CROSSING

Property Owner – Exhibit ‘A’
(information provided during zoning)

Property Owner	Contact Information	Email Address	PIN	Real Estate ID (REID)	Acreage	Current Zoning
Olive Family Land Company, LLC	Carla O. Trepper 9016 Barker Rd New Hill, NC 27562	carla@jcpowdercoating.com	0638-82-4248	0004033	10.43 acres	R-30
2MM LLC	Selva Mohan 109 Oxyard Way Cary, NC 27519	2mmlccary@gmail.com	0638-81-0828	0021750	8.20 acres	R-30
Macon, Mary Hare	315 Brook Lane Newport, NC 28570		0638-71-6449	0182472	14.71 acres	R-30
Macon, Katherine Johnson	P.O. Box 370 Atlantic Beach, NC 28512		0638-81-4177	0094223	15.31 acres	R-30
Macon, Mary Hare	315 Brook Lane Newport, NC 28570		0638-80-2381	0028331	21.21 acres	R-30
Macon, Stephen	Stephen Macon 2305 Avent Ferry Rd Holly Springs, NC 27540	scmacon@splithousevineyard.com	0638-70-7772	0094249	3.50 acres and 1.05 acres (partial rezoning)	R-30

** All of the Macon properties will be signed by one or more of the following family members:

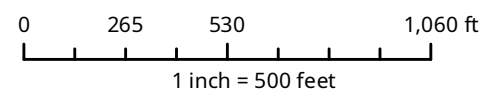
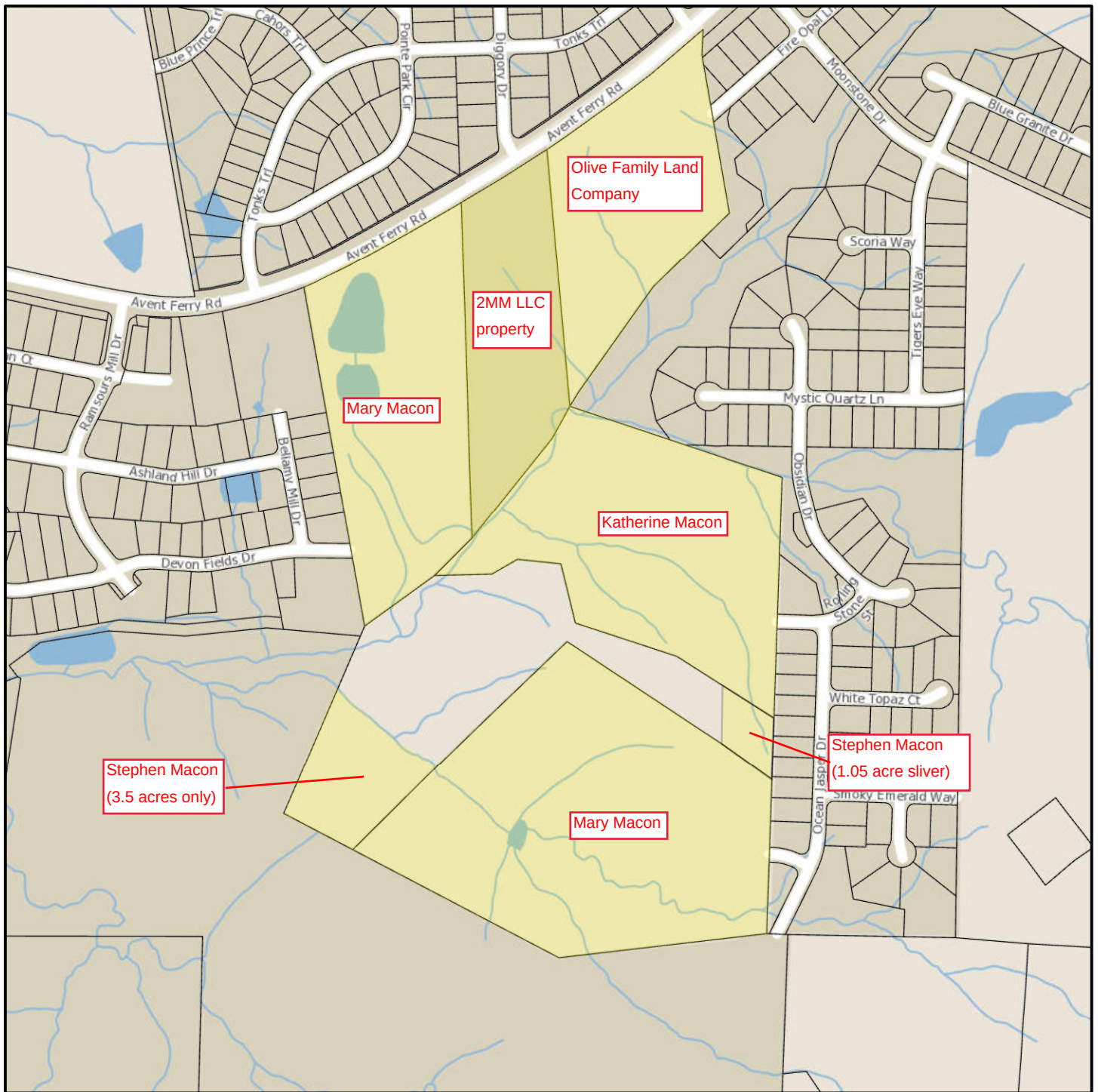
- Jerry Macon (currently executor of the estate) jerry.macon@yahoo.com
- Stephen Macon scmacon@splithousevineyard.com
- Lee Macon leemacon@gmail.com
- Alisa Macon akmacon@hotmail.com
- Anne Brannon (annebrannon@att.net)

Applicant and Owners’ Representative:

Foxfield Land Partners, LLC
Mr. Kurt Burger
1106 Dominion Hill Drive
Cary, NC 27519
(919) 434-5002
(kurt@foxfieldland.com)

Civil Engineer and Applicant’s Representative

Peak Engineering & Design, PLLC
Jeff Roach, P.E.
1125 Apex Peakway
Apex, NC 27502
(919) 439-0100
(jroach@peakengineering.com)



Disclaimer

*iMaps makes every effort to produce and publish the most current and accurate information possible. However, the maps are produced for information purposes, and are **NOT** surveys. No warranties, expressed or implied, are provided for the data therein, its use, or its interpretation.*

Wake County Residential Development Notification

Developer Company Information	
Company Name	Foxfield Land Partners, LLC
Company Phone Number	919-538-2440
Developer Representative Name	Kurt Burger
Developer Representative Phone Number	919-538-2440
Developer Representative Email	kurt@foxfieldland.com

New Residential Subdivision Information	
Date of Application for Subdivision	June 3, 2022
City, Town or Wake County Jurisdiction	Holly Springs
Name of Subdivision	Norris Crossing subdivision
Address of Subdivision (if unknown enter nearest cross streets)	2129, 2205 & 2221 Avent Ferry Rd
REID(s)	04033, 21750, 182472, 94223, 28331, 94249
PIN(s)	0638824248, 0638810828, 0638716449, 0638814177, 0628802381, 0638707772

Please complete each section and return by email or fax to all:

WCPSS

Debra Adams

dbadams@wcpss.net

Judy Stafford

jstafford1@wcpss.net

Fax: 919-431-7302

WAKE

Bill Shroyer

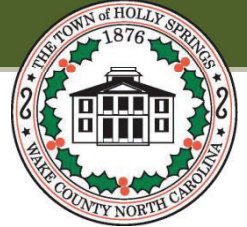
bill.shroyer@wakegov.com

Fax: 919-856-6389

Projected Dates Information	
Subdivision Completion Date	2026 - 2027 (final home occupancy estimate)
Subdivision Projected First Occupancy Date	Spring 2024

Lot by Lot Development Information																	
Unit Type	Total # of Units	Senior Living	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	Square Foot Range		Price Range		Anticipated Completion Units & Dates					
								Min	Max	Low	High	Year	# Units	Year	# Units	Year	# Units
Single Family	173					73	100	2500	3200			2024	50	2025	50	2026	73
Townhomes																	
Condos																	
Apartments																	
Other																	

NEIGHBORHOOD MEETING REPORT



Before submitting an application, the Petitioner must hold at least one (1) neighborhood meeting and submit to Development Services a written summary report of the neighborhood meeting.

☐ Neighborhood Meeting Date: June 2, 2022
Time: 5:30pm - 6:30pm
Location: Zoom (Virtual) Platform

For DS Use only

Project # _____

Date Received: _____

Notification of Owners:

1. The Petitioner or Petitioner's Agent shall prepare a Neighborhood Meeting Notification to be sent via first class mail to the owner(s) of the land specified on the Petition, owner of land within a 300 foot radius of the subject property, and any homeowners association or property owners association that represents any parcels within that area as shown on the county tax listings.
2. The Notice shall include the date, time, and location of the Neighborhood Meeting; the name of the Petitioner; the location of the proposed request (address, tax property identification number, or metes and bounds description); and an explanation of the nature of the request.
3. The Notice shall be deposited in the mail not less than ten (10) days nor more than 25 days before the date of the Neighborhood Meeting.
4. The applicant shall post a sign on the property with the Time, date, and location of the neighborhood meeting.

☐ Complete ☐ Incomplete

☒ Date of Notification Mailing: Friday, May 20, 2022

Conduct of Meetings:

At the Neighborhood Meeting, the Petitioner shall explain the proposal and petition, answer any questions, respond to concerns neighbors have about the petition and proposed resolutions to these concerns. Town Staff will not attend the Neighborhood Meeting.

Summary of Issues:

See Attachment A - Summary of Issues

Attach Additional Sheets as needed

Changes made to the Petition by the Petitioner as a result of the meeting:

Attach Additional Sheets as needed

Additional attachments required for the report:

- ☒ A listing of those persons and organizations that were sent notification about the Neighborhood Meeting.
☒ A copy of the signed attendance list that includes names and addresses of those in attendance.
Attachment B - Mailing List, and Attachment C - List of Attendees

Neighborhood Meeting Report Prepared by:

Preparer's Signature(s)

Jeffrey Roach

Digitally signed by Jeffrey Roach
Date: 2022.06.03 08:00:19 -04'00'

Date
June 3, 2022



Jason Barron | Partner
421 Fayetteville Street | Suite 530
Raleigh NC 27601

919-590-0371
jbarron@morningstarlawgroup.com
www.morningstarlawgroup.com

To: Neighboring Property Owner

From: Jason Barron

Date: May 20, 2022

Re: Notice of neighborhood meeting to discuss master subdivision plan for certain property located along the south side of Avent Ferry Road between the Mills at Avent Ferry and Stonemont subdivisions in the Town of Holly Springs, containing approximately 84.03 acres, as depicted on Attachment A (the "Property")

We are counsel for a developer which will be submitting a master subdivision plan (the "Subdivision Plan") to the Town of Holly Springs for the above-captioned Property, a copy of which Subdivision Plan is included herein as Attachment B. The Property that is subject to the Subdivision Plan and all properties within 300 ft of the Property are highlighted in yellow on the context map included with this mailing. We must mail this notice to all owners of properties within 300 ft of the Property per the requirements of the Town of Holly Springs Unified Development Ordinance.

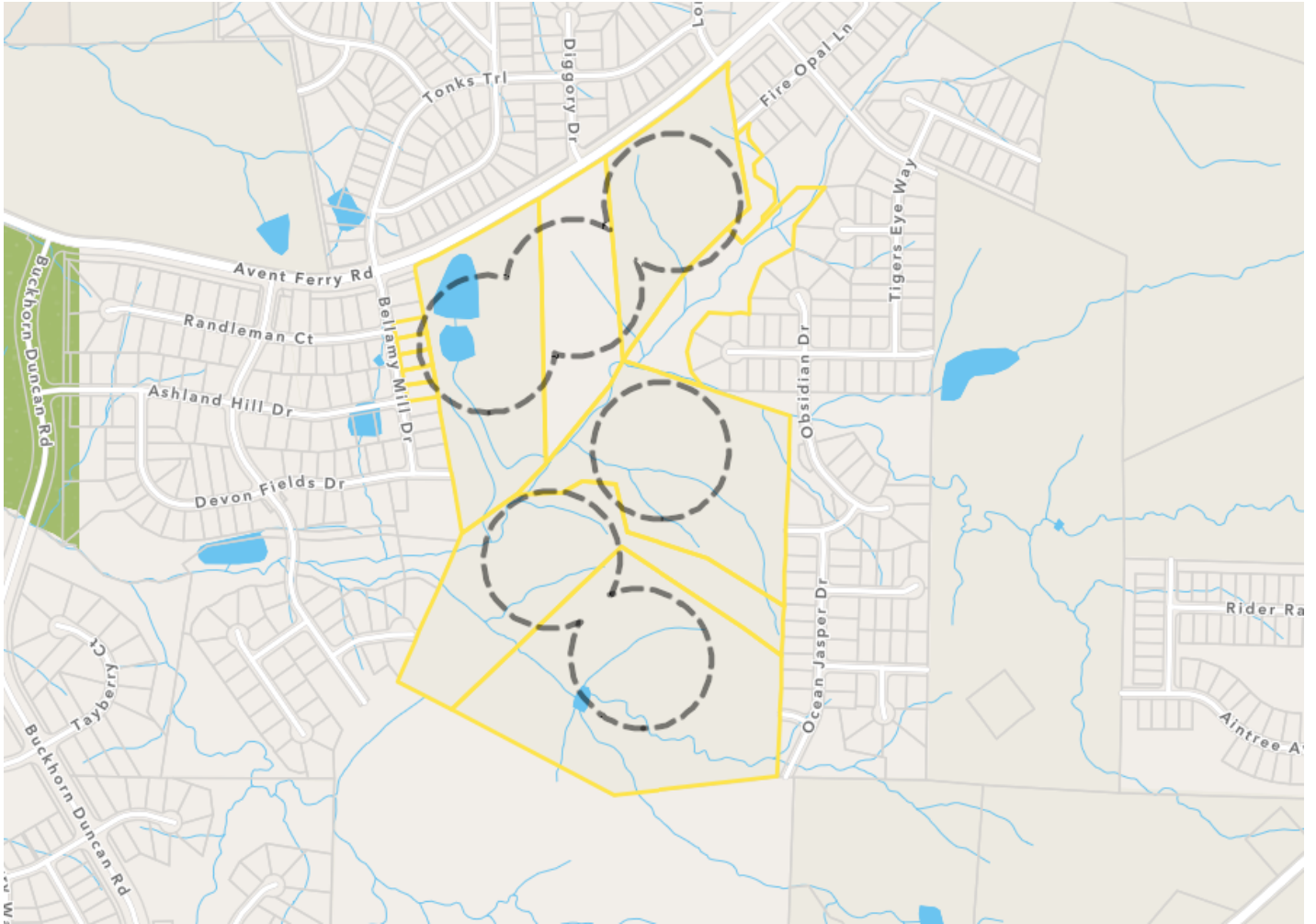
The purpose of the Subdivision Plan is to facilitate a single family residential community containing up to 173 lots with associated amenities and open space consistent with the zoning for the Property as approved by the Town of Holly Springs earlier this year.

We will hold a virtual neighborhood meeting on **Thursday, June 2, 2022, 5:30 p.m. – 6:30 p.m.** via Zoom. The purpose of the neighborhood meeting is to ensure that nearby property owners are made aware of the proposed project and can inform us of their questions or comments. We hope this will help us understand how this project could impact you.

Instructions for registering for and joining the meeting are enclosed.

Please do not hesitate to contact me directly should you have any questions or wish to discuss any issues. I can be reached at 919-590-0371 or jbarron@morningstarlawgroup.com. Also, for more information about rezoning, you may want to visit hollyspringsnc.gov or contact the Town of Holly Springs Planning Department at (919) 557-3908.

Context Map



How to Participate in the June 2, 2022 Neighborhood Meeting

- To participate by PC, Mac, iPad, iPhone or Android device,
Go to <https://morningstarlaw.group/06022022mtg> to register for the meeting.

(Registration is necessary as we are required by the Town of Holly Springs to have a record of attendance.)

- Upon registration, you will receive a confirmation email with instructions on how to access the meeting.
- To participate by phone,
- Dial one of the following numbers:
 - +1 301 715 8592
 - +1 312 626 6799
 - +1 929 436 2866
 - +1 253 215 8782
 - +1 346 248 7799
 - +1 669 900 6833
- Enter Webinar ID: 890 0408 1417
- Enter password: 000665
- For attendance purposes as required by the Town of Holly Springs, individuals participating via telephone will be unmuted and asked to identify themselves including their name and address.

If you have difficulty connecting or have technical difficulties during the meeting, you can email us at meetings@mstarlaw.com or call 919-590-0371.

During the meeting, participants will be muted by default. Also, participants' video will be off by default, i.e. only the presenters will be visible.

- If you are participating via your computer, iPhone or Android device, you can submit questions/comments by using the Raise Hand and/or Chat features. If you use Raise Hand, a panelist will either unmute you to allow you to speak or will chat with you to solicit your questions/comments.
- If you are participating via telephone, you can submit questions/comments prior to and during the meeting via email at meetings@mstarlaw.com. At the end of the Q&A period of the meeting, all callers will be unmuted to allow for questions/comments.

ATTACHMENT A								
PIN	Street Address	Nearest Intersection	Acres	Book/Plat/Page	Current Zoning	Proposed Zoning	Owner Name	Owner Address
0638-82-4248	2129 Avent Ferry Road	Avent Ferry Road and Moonstone Drive	10.43	DB 008748 PG 00374	R-10 - Residential - Conditional Use	R-10 - Residential Neighborhood	Olive Family Land Company LLC	8916 Barker Road, New Hill, NC 27562-9786
0638-81-0828	2205 Avent Ferry Road	Avent Ferry Road and Bellamy Mill Drive	8.20	DB 017095 PG 01820	R-10 - Residential - Conditional Use	R-10 - Residential Neighborhood	2MM LLC	109 Oxyard Way, Cary, NC 27519-7327
0638-71-6449	2221 Avent Ferry Road	Avent Ferry Road and Bellamy Mill Drive	14.71	DB 002322 PG 00349	R-10 - Residential - Conditional Use	R-10 - Residential Neighborhood	Mary Hare Macon	2221 Avent Ferry Road, Holly Springs, NC 27540-8425
0638-81-4177	2209 Avent Ferry Road	Avent Ferry Road and Bellamy Mill Drive	15.31	DB 013089 PG 01209	R-10 - Residential - Conditional Use	R-10 - Residential Neighborhood	Katherine Johnson Macon	P.O. Box 370, Atlantic Beach, NC 28512-0370
0638-80-2381	2225 Avent Ferry Road	Avent Ferry Road and Bellamy Mill Drive	21.21	DB 002322 PG 00349	R-10 - Residential - Conditional Use	R-10 - Residential Neighborhood	Mary Hare Macon	315 Brook Lane, Newport, NC 28570-6505
0638-70-7772	2305 Avent Ferry Road	Avent Ferry Road and Bellamy Mill Drive	14.17	DB 002334 PG 00164	R-10 - Residential - Conditional Use	R-10 - Residential Neighborhood	Stephen C. Macon	2305 Avent Ferry Road, Holly Springs, NC 27540-8941
Total Acreage			84.03					

[illegible]

EXHIBIT A – SUMMARY OF ISSUES
NORRIS CROSSING
NEIGHBORHOOD MEETING – JUNE 2, 2022

Participant asked will there be something on either side of the buffer for additional privacy from the greenway? One of my concerns with a neighborhood butting up to our neighborhood is privacy with extra people walking in the greenway. *There will be a “greenbelt” between The Mills and the new project that is a landscaped buffer. It will not be a greenway.*

What kind of landscaping will there be between the new home site and existing homes? *The Town ordinance requires evergreens and deciduous large trees and we will supplement with small and large shrubs, 3ft – 6ft tall.*

Will one of the main roads be connecting Stonemont, the New Build and The Mills through Devon Fields Drive? *Yes, that is correct.*

What do we do about traffic? Ashland Hill Drive is still being used for dump trucks to not just get through to The Mills but also to Bridgeberry. With all this new construction going on in the neighborhood what is going to be preventing dump trucks from going through Devon Fields or on Ashland Hill into Bridgeberry? *During construction all traffic will come in on Avent Ferry and barricade off Fire Opal Ln into Stonemont and we will also barricade off Devon Fields in the southwest corner so that our trucks are not coming through the adjacent two neighborhoods.*

The second phase same thing? *We have to evaluate this a little bit more due to creek crossings and I can't really commit to those yet. We do not anticipate heavy vehicles coming from the back because they will have direct access through Avent Ferry.*

Is a sidewalk going to be put in front of the new neighborhood or will it be a sidewalk in front of all three neighborhoods? *We are required to build sidewalk across our frontage. There is existing sidewalk in front of Stonemont. We will extend that sidewalk across our frontage.*

Can you zoom back in on the pond area? *Zoomed in. The items you see are possible amenities.*

Will there be a fence to separate the greenbelt from our property? *A fence is not planned for the development at this time.*

Any plans for a stoplight? *Consistent with the approved conditions of zoning approval, a fee-in-lieu is being paid to the Town for installation of the signal at Holly Glen intersection*

Is there a location set for that stoplight? *It is directly across the lighthouse daycare is where the traffic signal is proposed. Holly Glen intersection where the Lighthouse development is located.*

With construction, including the possible draining of the pond, should we expect an increase in rodents, snakes, etc., in our yards? *There certainly will be existing animals that will be impacted by the development and it is tough to determine where they will go, either to the buffered streams on-site or otherwise*

Will there be road expansion because of the increased traffic? *Frontage improvements are being made as required by the Town's ordinance requirements*

Did you mention how wide Landscape area will be along Avent Ferry? *There is a 50' wide buffer adjacent to Avent Ferry*

What is the projected start of construction? *We anticipate late spring of 2023.*

Will the area where the pond is being drained be accessible from Avent Ferry? *Yes.*

Will the minutes of the meeting be shared? *We will send them to attendees whom have registered tomorrow morning.*

Will subdivision barrier between Avent Ferry and the homes be raised like the Mills? *We will construct a berm in those areas where there are not existing trees, but where there are existing trees, those will be saved rather than removed for a berm.*

There is only one entrance to the subdivision to Avent Ferry? *Yes.*

Did you mention that the development is at a lower elevation? I'm asking because the amenity area is right behind my home. Will the greenway prevent others from seeing directly into my back yard? Should we concerned about noise? We bought the home because of the additional privacy and am wondering if we would be losing that. *We are working through the process of finalizing landscape planting of the Amenity Area in the northwest portion of the site.*

So can someone see into my backyard or is the buffer going to prevent that? *The intent is for the landscaping to provide an effective buffer between the properties. the existing vegetation will be retained along the property boundary and supplemented with additional landscaping to provide an effective buffer*

So the first lot next to the pond area looks like it will be where part of pond is now correct? I'm the 4th house along Avent Ferry from Tonks Trail and my back is middle of pond but a plan looks like I will line up. *Yes, that is correct.*

Did you say there is a website where we can see these plans? *the Town has an interactive development map that will be updated following submission:*
<https://www.hollyspringsnc.us/1601/Disclaimer-for-Interactive-Development-M>

My house sits back to the new subdivision, is the new subdivision going to be up against Belamy Mills Drive or on the other side of the driveway? *We will be relocating the driveway and the existing vegetation is going to stay and if there is a gap or whole we will supplement the vegetation.*

EXHIBIT B - MAILING LIST

OWNER	ADDRESS 1	ADDRESS 2	ADDRESS 3
MACON, STEPHEN C	2305 AVENT FERRY RD	HOLLY SPRINGS NC 27540-8941	
MACON, KATHERINE JOHNSON	PO BOX 370	ATLANTIC BEACH NC 28512-0370	
MACON, MARY HARE	315 BROOK LN	NEWPORT NC 28570-6505	
MACON, MARY HARE	2221 AVENT FERRY RD	HOLLY SPRINGS NC 27540-8425	
2MM LLC	109 OXYARD WAY	CARY NC 27519-7327	
OLIVE FAMILY LAND COMPANY LLC	8916 BARKER RD	NEW HILL NC 27562-9786	
LOIJENS, MARI ELLEN LOIJENS, JOOST	301 BELLAMY MILL DR	HOLLY SPRINGS NC 27540-6470	
LEWIS, JASON LEWIS, TRACY	309 BELLAMY MILL DR	HOLLY SPRINGS NC 27540-6470	
CARY, HARVEY DAYTON III CARY, BETHANN	209 BELLAMY MILL DR	HOLLY SPRINGS NC 27540-6469	
RITTER, MICHAEL ALLEN RITTER, REBECCA BALES	213 BELLAMY MILL DR	HOLLY SPRINGS NC 27540-6469	
STONEMONT OWNERS ASSOCIATION INC	CHARLESTON MANAGEMENT CORPORATION	812 SALEM WOODS DR STE 202	RALEIGH NC 27615-3346
WAHEED, SHAIKH WAHEED, ZAID	109 BELLAMY MILL DR	HOLLY SPRINGS NC 27540-4983	
HALL, SHENEDRA HALL, BRANDON	105 BELLAMY MILL DR	HOLLY SPRINGS NC 27540-4983	
COUTURE, SEAN E COUTURE, MICHELLE D D	117 BELLAMY MILL DR	HOLLY SPRINGS NC 27540-4983	
ABDULLAH, LEMUEL ABDUL-HALEEM JR SHEFFIELD-ABDULLAH, KAREN MILES	113 BELLAMY MILL DR	HOLLY SPRINGS NC 27540-4983	
OTEN, BRIAN OTEN, KELLY	305 BELLAMY MILL DR	HOLLY SPRINGS NC 27540-6470	
CHARLESTON MANAGEMENT CORPORATION	812 SALEM WOODS DR STE 202	RALEIGH NC 27615-3346	
JACKSON, TIFFANY JACKSON, THOMPSON	101 RANDLEMAN CT	HOLLY SPRINGS NC 27540-4977	
MAKER, CHAMIA	100 ASHLAND HILL DR	HOLLY SPRINGS NC 27540-6468	

EXHIBIT C – ATTENDEE LIST

PARTICIPANTS				
	First Name	Last Name	Email Address	Address
1	Sarah	Singleton	singletonsc@hotmail.com	209 Ashland Hill Drive
2	Jason	Lewis	Jtlewis42@gmail.com	309 Bellamy Mill Drive
3	Shendra	Hall	shenedramhall@yahoo.com	105 Bellamy Mill Drive
4	Scott	Ferguson	Sfergmail@yahoo.com	233 Pointe Park Circle
5	Andres	Rojas	arrojas27@yahoo.com	245 Pointe Park Circle
6	Tonya	Ferrell	ferrell.tonya@gmail.com	229 Pointe Park Circle
7	Joe	Martinez	joemartinez316@gmail.com	249 Pointe Park Cir
8	Harvey	Cary	scmacon@splithousevineyard.com	2305 Avent Ferry Road
PANELISTS				
	First Name	Last Name	Email Address	
1	Jason	Barron	jbarron@morningstarlawgroup.com	Morningstar Law Group
2	Tish	Shapiro	tshapiro@morningstarlawgroup.com	Morningstar Law Group
3	Jeff	Roach	jroach@peakengineering.com	Peak Engineering
4	Kurt	Burger	kurt@foxfieldland.com	Foxfield Land Partners



421 Fayetteville Street, Suite 530
Raleigh, NC 27601
919-590-0370
www.morningstarlawgroup.com

REQUEST FOR COURIER SERVICE

Courier: Legal Wheels (dispatch@legalwheels.com)

Attorney Name: Leticia (Tish) Shapiro/Jason Barron

SIGN POSTING

Client Name/Matter: Foxfield Land Partners, LLC/Avent Ferry

Date: May 23, 2022

PLEASE PICK UP SIGNS FROM: N/A

PLEASE MAKE BLANK SIGNS (24x24 or Larger): HOLLY SPRINGS

PLEASE ADD LABELS, PUT THE SIGN TOGETHER AND POST SIGNS AT:

2129 Avent Ferry Road, Holly Springs NC – Two signs posted on different sides of property

2205 Avent Ferry Road, Holly Springs, NC– Two signs posted on different sides of property

2221 Avent Ferry Road, Holly Springs, NC– Two signs posted on different sides of property

2225 Avent Ferry Road, Holly Springs, NC– Two signs posted on different sides of property

2305 Avent Ferry Road, Holly Springs, NC– Two signs posted on different sides of property

Special Instructions:

Please post signs at the above address(es), **2 signs at each end of property**, and take pictures of the signs that show at least one side of the sign and a little bit of the area around it.

email pictures to tshapiro@morningstarlawgroup.com when complete

If anyone says anything about you posting signs, inform them the Town of Holly Springs requires these signs to be posted for neighborhood meetings. If they still have issues, give them my name and phone number and they can call me. Attorney Tish Shapiro (919) 600-8597.



NEIGHBORHOOD MEETING NOTICE

Go to <https://morningstarlaw.group/06022022mtg> to
register for the meeting.

06/02/2022, 5:30 PM (Virtual)

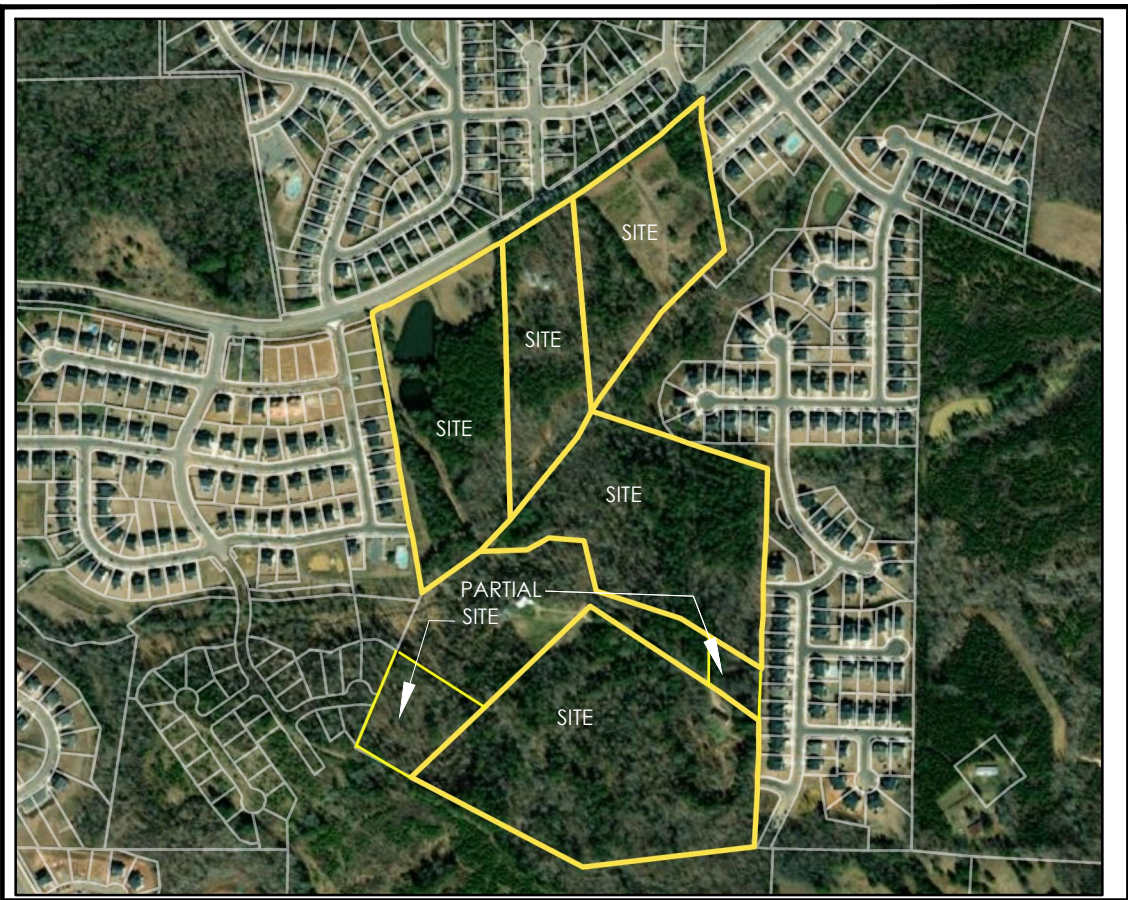
Major Subdivision Submittal

2129, 2205, 2221, 2209, 2225 and 2305
Avent Ferry Road, Holly Springs, NC

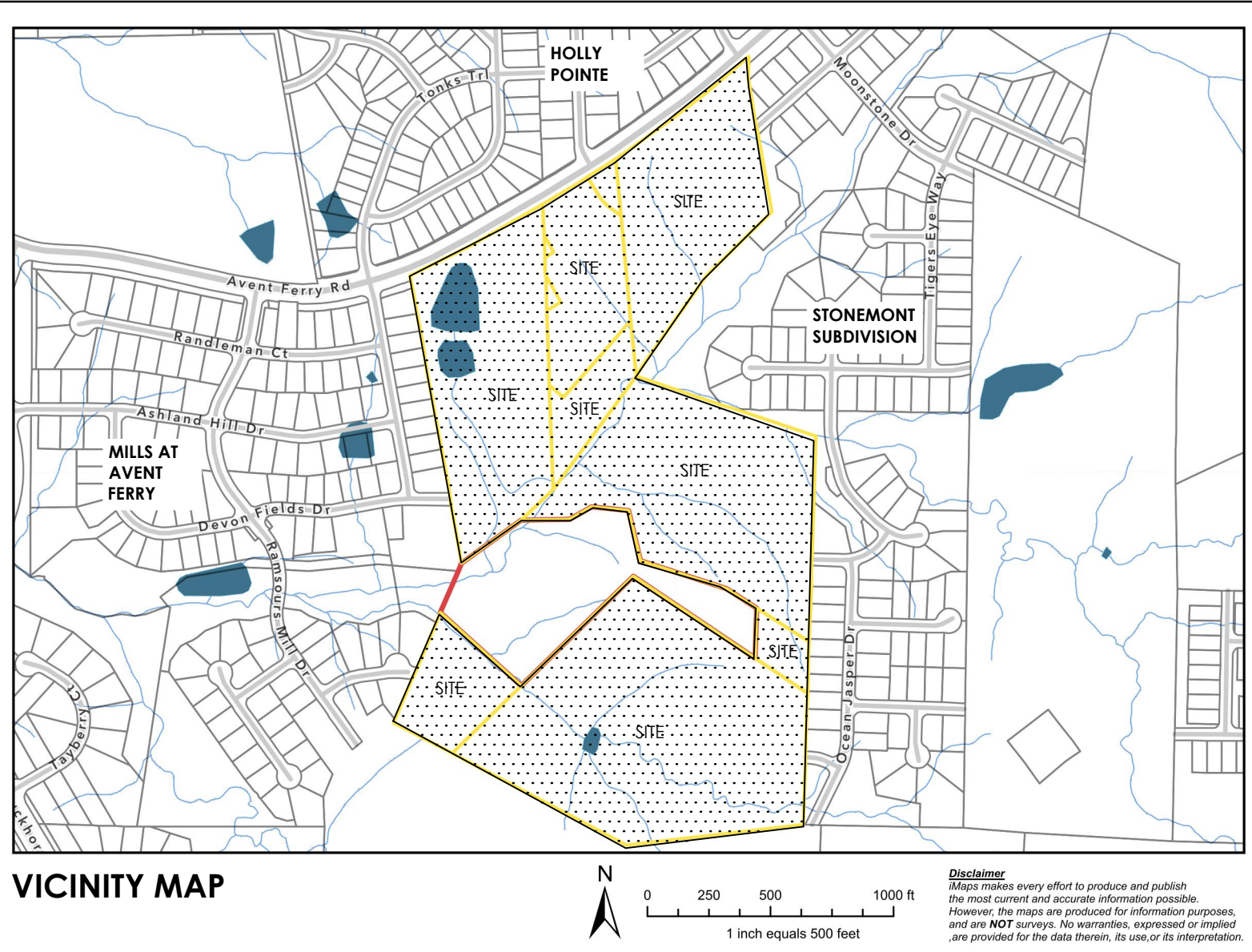
CONTACT INFORMATION

Applicant Email: jbarron@morningstarlawgroup.com
Applicant Phone: (919) 590-0371

REZONING CASE # 20-REZ-04
(DECEMBER 20, 2021)



AERIAL MAP
NO SCALE



VICINITY MAP



0 250 500 1000 ft
1 inch equals 500 feet

Disclaimer:
Mapmaker 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 for legal use. No warranties, expressed or implied,
are provided for the data therein, its use or its interpretation.

BUILDER

LENNAR CORPORATION

STEPHEN DORN / TUCKER ENNIS
1100 PERIMETER DRIVE SUITE 112
MORRISVILLE, NC 27560
Phone (919) 224-9922
www.Lennar.com

LANDSCAPE ARCHITECT

TMTLA ASSOCIATES

PAM PORTER
5011 SOUTHPARK DRIVE SUITE 200
DURHAM, NC 27713
Phone (919) 484-8880
info@tmtla.com

ENVIRONMENTAL CONSULTANT

SOIL & ENVIRONMENTAL CONSULTANTS, PA

STEVEN BALL, RF, PWS
8412 FALLS OF NEUSE ROAD, SUITE 104
RALEIGH, NC 27615
Phone (919) 846-5900
www.SandEC.com

ENGINEER/LAND PLANNER

PEAK ENGINEERING & DESIGN, PLLC

JEFF ROACH, P.E.
1125 APEX PEAKWAY
APEX, NC 27502
Phone (919) 439-0100
www.PeakEngineering.com

SURVEYOR

BATEMAN CIVIL SURVEY COMPANY

JOSH DAVIDSON
2524 RELIANCE AVENUE
APEX, NC 27539
Phone (919) 577-1080
www.BatemanCivilSurvey.com

TRAFFIC ENGINEER

RAMEY KEMP & ASSOCIATES, INC.

NATE BOUQUIN
5805 FARINGDON PLACE, SUITE 100
RALEIGH, NC 27609
Phone (919) 872-5115
www.RameyKemp.com

<PRELIMINARY PLAN - MAJOR SUBDIVISION>

NORRIS CROSSING

2205 AVENT FERRY RD
HOLLY SPRINGS, NORTH CAROLINA
PROJECT NUMBER: 200402
JUNE 3, 2022

HOLLY SPRING MONUMENT CONTROL: HOLLEMAN AZ MK

SITE INFORMATION:

Property Owner/Site Address	PIN	REID	Map Number	Deeded Acreage	Deed Book/Plat Book & Page
Olive Family Land Company, LLC Carla O. Trepper 9016 Barker Rd New Hill, 27562-9172	0638-82-4248	0004033	0638 04	10.43	DB 008748 PG 00374
2MM LLC Selva Mohan 109 Oxyard Way Cary, NC 27519	0638-81-0828	0021750	0638 04	8.20	DB 017095 PG 01820
Macon, Mary Hare 315 Brook Lane Newport, NC 28570	0638-71-6449	0182472	0638 04	14.71	DB 002322 PG 00349
Macon, Katherine Johnson PO Box 370 Atlantic Beach, NC 28512	0638-81-0828	0094223	0638 04	15.31	DB 013089 PG 01209
Macon, Mary Hare 315 Brook Lane Newport, NC 28570	0638-80-2381	0028331	0638 04	21.21	DB 002322 PG 00349
Macon, Stephen 2305 Avent Ferry Rd Holly Springs, NC 27540	0638-70-7772	0094249	0638 04	14.17 3.50 & 1.05 rezoned	DB 002334 PG 00164

Total Deeded Acreage: 84.03 acres (74.41 acres rezoned)
Total Development Area: 72.21 acres

Previous Zoning: R30 - Low Density Residential
Current Zoning: SR (Suburban Residential)
zoning approval was for R10 CZ - (Residential - Conditional Zoning)
Future Land Use Map: Residential Neighborhood
Existing Use: Single Family
Proposed Uses: Single Family
Township: Holly Springs
Flood Zone Information: Firm Panel 3720062800K dated July 19, 2022
does show the presence of flood zones on the properties
Primary Watershed Protection Overlay District, Buckhorn Creek, Cape Fear River Basin.
Per the NC SHPO, no historical structures are located within the project boundary.
Annexation #xxx (Annexation submitted as part of Development Application))
Watershed Information:
Historical:
Annexation:

Proposed Project Density: 2.33 units/acre (Maximum Density 2.33 DU/acre (173 DU maximum))
Maximum Number of Lots: 173 Lots (per zoning)
No more than 45% of the lots shall be less than 8,000 sf
No less than 20% of the lots shall be greater than 10,000 sf

Building Setbacks:
Front: 20 ft *
Rear: 25 ft
Side: 10 ft min. (20' Total)
Side (Corner Lot): 20 ft
* A 25' driveway must be provided from the R/W for any home with a two car garage

Lots: 170 lots (171 lots post flood plain evaluation - CD stage)
Zoning lot standards: 35 lots > 10,000 sf (20.5%)
73 lots < 8,000 sf (42.9%)
Minimum Lot Area: 7,500 sqft
Minimum Lot Width: 60 ft
Minimum lot Depth: 100 ft
Maximum building height: 35 ft
Maximum Lot Impervious: 4,000 sqft/Lot

Open Space and Conservation: 72.21 acres total development
Requirements:
Tree Preservation Area 14.44 acres (20%)
Active Recreation Area 3.61 acres (5%)
Flexible Space 3.61 acres (5%)
Provided
Tree Preservation Area 14.44 acres (20%)
Active Recreation Area 3.73 acres (5.1%)
Flexible Space 3.55 acres (includes SCMs and additional Tree Preservation Areas)

Parking Requirements:
Single Family Parking: 2 spaces/lot x 170 lots = 340 Spaces
Single Family parking provided by driveway and garage (min 2 spaces/DU)

Sewer Capacity: 43,350 GPD = 170 homes @ 255 GPD (average daily flow per Town of Holly Springs standards)
**Sewer Capacity Study completed by Diehl & Phillips in November 2020 with sufficient downstream sewer capacity

INDEX OF DRAWINGS:

C000	COVER SHEET
C001	ZONING CONDITIONS AND GENERAL NOTES
C002	EXISTING CONDITIONS - OVERALL
C003	TREE SURVEY - NORTH
C004	TREE SURVEY - SOUTH
C005	DEMOLITION PLAN - NORTH
C006	DEMOLITION PLAN - SOUTH
C007	DEMOLITION PLAN - WEST
C100	SITE PLAN OVERALL
C101	SITE PLAN - NORTH
C102	SITE PLAN - EAST
C103	SITE PLAN - SOUTH
C104	SITE PLAN - WEST
L-1	LANDSCAPE PLAN - NORTH
L-2	LANDSCAPE PLAN - EAST
L-3	LANDSCAPE PLAN - SOUTH
L-4	LANDSCAPE PLAN - WEST
L-5	LANDSCAPE PLAN - AMENITY AREA (PRELIMINARY)
L-6	TREE PRESERVATION PLAN - NORTH
L-7	TREE PRESERVATION PLAN - SOUTH
L-8	TREE SAMPLE AREAS (SAMPLE 1 - 12)
L-9	TREE SAMPLE AREAS (SAMPLE 13-15)
C150	LIGHTING PLAN OVERALL (DUKE ENERGY)
C151	LIGHTING PLAN - NORTH
C152	LIGHTING PLAN - EAST
C153	LIGHTING PLAN - WEST
C200	UTILITY PLAN OVERALL
C201	UTILITY PLAN - NORTH
C202	UTILITY PLAN - EAST
C203	UTILITY PLAN - SOUTH
C204	UTILITY PLAN - WEST
C300	GRADING & DRAINAGE PLAN
C301	GRADING & DRAINAGE PLAN - NORTH
C302	GRADING & DRAINAGE PLAN - EAST
C303	GRADING & DRAINAGE PLAN - SOUTH
C304	GRADING & DRAINAGE PLAN - WEST+
C500	AVENT FERRY RD IMPROVEMENT - COVER SHEET
C501	AVENT FERRY RD IMPROVEMENT - TYPICAL SECTION
C502	AVENT FERRY RD IMPROVEMENT - PARTIAL PLAN (STA 12+10 TO 22+50)
C503	AVENT FERRY RD IMPROVEMENT - PARTIAL PLAN (STA 22+50 TO 29+63)
C700	STREET/SITE DETAILS
C701	SITE/STREET & MISC. DETAILS

- PLAN IS SUBJECT TO REVISIONS DURING CONSTRUCTION DRAWING APPROVAL PROCESS
- NO MONUMENT CONTROL POINTS OR GEODETIC MONUMENTS ARE NOT LOCATED WITHIN PROXIMITY OF THE SITE.
- CONSTRUCTION DRAWING APPROVAL IS REQUIRED BEFORE CONSTRUCTION ON THIS PROJECT MAY BEGIN
- DEVELOPMENT FEES ARE DUE BEFORE CONSTRUCTION DRAWING APPROVAL

NC License #P-0673

project:
NORRIS CROSSING
2205 AVENT FERRY ROAD
HOLLY SPRINGS TOWNSHIP
HOLLY SPRINGS, NORTH CAROLINA 27540

seal:
PRELIMINARY
NOT FOR
CONSTRUCTION
NORTH CAROLINA
JEFF ROACH
PEAK ENGINEERING & DESIGN, PLLC
STATE OF NORTH CAROLINA
EXPIRATION DATE: 12/31/2023

NO.	DATE	REVISION
1	JUNE 20, 2022	TOWN OF HOLLY SPRINGS - 1ST DEVELOPMENT PETITION REVIEW
2	SEPT 12, 2022	TOWN OF HOLLY SPRINGS - 2ND DEVELOPMENT PETITION REVIEW
3	OCTOBER 5, 2022	TOWN OF HOLLY SPRINGS - 3RD DEVELOPMENT PETITION REVIEW
4	November 21, 2022	TOWN OF HOLLY SPRINGS - 4TH DEVELOPMENT PETITION REVIEW

title:
COVER SHEET

proj #:
200402
date:
JUNE 3, 2022
dwg by: chkd by:
FS JR
scale:
As Noted
sheet:
C000
(DEVELOPMENT PETITION)

ZONING CASE #20-REZ-04 CONDITIONS

1.

THE PROPERTY SHALL BE DEVELOPED IN COMPLIANCE WITH THE TOWN OF HOLLY SPRINGS' UNIFIED DEVELOPMENT ORDINANCE (UDO) SECTION 2.09 – DEVELOPMENT OPTIONS FOR RESIDENTIAL DISTRICTS.
2.

PERMITTED USES ARE LIMITED TO:
 - SINGLE FAMILY DETACHED RESIDENTIAL
 - FAMILY CARE HOME
 - ACCESSORY APARTMENT
 - UTILITY, MINOR
 - PARK, ACTIVE
 - PARK, PASSIVE
 - GREENWAY
 - RECREATION FACILITY, PRIVATE
3.

THE PROJECT'S GROSS DENSITY WILL NOT EXCEED 2.33 DWELLING UNITS/ACRE
4.

THE MAXIMUM NUMBER OF PROPOSED DWELLING UNITS SHALL NOT EXCEED 173 UNITS (OR 2.33 DWELLING UNITS/ACRE).
5.

LOT DESIGN STANDARDS:

a.

MINIMUM LOT SIZE IS 7,500 SF

b.

NO MORE THAN 45% OF THE LOTS SHALL BE LESS THAN 8,000 SF

c.

NO LESS THAN 20% OF THE LOTS SHALL BE GREATER THAN 10,000 SF

d.

60' MIN LOT WIDTH

e.

100' MIN LOT DEPTH
6.

VINYL SIDING IS NOT PERMITTED; HOWEVER, VINYL WINDOWS, DECORATIVE ELEMENTS AND TRIM ARE PERMITTED.
7.

GARAGE DOORS MUST HAVE WINDOWS, DECORATIVE DETAILS, OR CARRIAGE-STYLE ADORNMENTS ON THEM AND SHALL NOT EXTEND FURTHER THAN 10 FEET FROWARD OF THE FRONT FAÇADE.
8.

A VARIED COLOR PALETTE SHALL BE UTILIZED ON HOMES THROUGHOUT THE SUBDIVISION, TO INCLUDE A MINIMUM OF THREE (3) COLOR FAMILIES FOR SIDING AND SHALL INCLUDE VARIED TRIM, SHUTTER AND ACCENT COLORS COMPLEMENTING THE SIDING COLOR.
9.

HOME OWNERS ASSOCIATION (HOA) COVENANTS SHALL NOT RESTRICT THE CONSTRUCTION OF ANY ACCESSORY DWELLING UNIT.
10.

THE APPLICANT AGREES TO PROVIDE A FEE IN LIEU CONTRIBUTION FOR THE INSTALLATION BY OTHERS OF THE PROPOSED TRAFFIC SIGNAL AT THE INTERSECTION OF HOLLY MEADOW DRIVE AND AVENT FERRY ROAD PAYABLE AT THE ISSUANCE OF THE LAND DISTURBING PERMIT FOR THE PROJECT. THIS FEE IN LIEU – \$490,000.00 – IS IN EXCESS OF ANY IMPROVEMENTS IDENTIFIED WITHIN THE APPROVED TRAFFIC IMPACT ANALYSIS SPECIAL STUDY. FURTHER, THE DEDICATION AND CONSTRUCTION OF STREET RIGHTS OF WAYS AS SHOWN IN THE APPROVED COMPREHENSIVE TRANSPORTATION PLAN SHALL BE REQUIRED CONSISTENT WITH THE REQUIREMENTS OF N.C.G.S. SEC. 160D-801, ET SEQ.
11.

A PEDESTRIAN CONNECTION SHALL BE MADE IN THE SOUTHERN PORTION OF THE PROJECT WITHIN THE OPEN SPACE ON THE N/F MARY HARE MACON PROPERTY (PIN 0638-80-2381).
12.

THE APPLICANT AGREES TO PROVIDE OFF-SITE ROADWAY IMPROVEMENTS AND OTHER TRANSPORTATION RECOMMENDED MODIFICATIONS BASED UPON THE APPROVED TRANSPORTATION IMPACT ANALYSIS (TIA) DATED NOVEMBER 6, 2020 FROM RAMEY KEMP & ASSOCIATES.
13.

THE NORTHWEST CORNER OF THE PROPERTY ADJACENT TO AVENT FERRY ROAD SHALL INCLUDE AN OPEN SPACE AREA A MINIMUM OF 40,000 SQUARE FEET INSTALLED TO INCLUDE WALKING AREAS AND BENCHES AS GENERALLY ILLUSTRATED ON THE ATTACHED OPEN SPACE EXHIBIT.

ZONING MODIFICATION:

XXXX:

xxxx

TOWN OF HOLLY SPRINGS PRILIMINARY PLAN NOTES:

1.

SUBDIVISION SHALL COMPLY WITH THE VEHICULAR DESIGN AND PEDESTRIAN CONNECTIVITY REQUIREMENTS FOR A DEVELOPMENT INCENTIVE PLAN AS PER THE UDO. IN SPECIFIC, HOMEOWNER WILL HAVE ACCESS TO THE BUFFER ARES WHICH WILL CONNECT TO THE SIDEWALK SYSTEM AND PROVIDE ALL RESIDENTS WITH A WALKING ACCESS TO ALL RECREATION AMENITIES WITHIN THE SUBDIVISION.
2.

ALL PERIMETER LOTS LESS THAN 10,000 S.F. WILL BE SUBJECT TO REAR FACADE ARCHITECTURAL STANDARDS IDENTIFIED WITHIN TABLE 2.09, C.05: RESIDENTIAL DESIGN FEATURES FOR SIDE AND REAR FACADES OF THE HOLLY SPRINGS UNIFIED DEVELOPMENT ORDINANCE.
3.

ALL DEVELOPMENT SHALL BE SUBJECT TO THE ARCHITECTURAL STANDARDS AS SPECIFIED IN PAGES 2.09–11 THROUGH 2.09-22 OF THE HOLLY SPRINGS UNIFIED DEVELOPMENT ORDINANCE.
4.

HOME OWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPED AREAS DESIGNATED IN OPEN SPACES.
5.

INDIVIDUAL HOMEOWNERS SHALL BE RESPONSIBLE FOR MAINTENANCE FOR ALL LANDSCAPE AREAS DESIGNATED AS BUFFERS ON THEIR LOT.
6.

INTERIOR STREETSCAPES WILL MEET REQUIREMENTS OF THE UDO IN THE ESTABLISHMENT OF VARIABLE BUILDING LINES. THIS CONDITION WILL BE ACHIEVED WITH THE PLATING PROCESS TO VARY THE PLACEMENT OF ADJACENT PRIMARY BUILDINGS.
7.

SUBDIVISION SIGNAGE WILL BE SUBMITTED AT A LATER DATE. THE PROPOSED SIGNAGE WILL MEET THE TOWN OF HOLLY SPRINGS STANDARDS AND WILL NOT ENCROACH INTO ANY PUBLIC RIGHT OF WAYS OR SIGHT LINE EASEMENTS.
8.

EACH SINGLE FAMILY DWELLING WILL HAVE TWO OFF STREET PARKING SPACES PROVIDED. DEPENDING ON THE BUILDING SETBACK, THESE SPACES MAY BE PROVIDED AT THE FRONT, SIDE OR REAR OF THE DWELLING.
9.

AREAS SHOWN IN PARENTHESIS (7500 SF) INDICATE LOT AREA OUTSIDE ALL BUFFERS AND FLOOD PLAINS.
10.

FOR LOTS ADJACENT TO PERIMETER STREETS, INTERIOR STREETS AND OPEN SPACE WILL BE SUBJECT TO SIDE AND REAR FACADE REQUIREMENTS. SEE TABLE 2.09, C-5 RESIDENTIAL DESIGN FEATURES FOR SIDE AND REAR FACADES IN THE UDO.
11.

ALL LOTS THAT ARE ADJACENT TO FLOOD ZONES WILL BE PROVIDED MINIMUM FINISHED FLOOR ELEVATIONS ON THE CONSTRUCTION DRAWINGS.
12.

NO FILL IS PERMITTED IN THE FLOOD PLAIN UNLESS A FLOOD STUDY IS APPROVED FOR SUCH FILL.
13.

HOMEOWNER'S ASSOCIATION WILL BE RESPONSIBLE FOR MAINTENANCE OF ALL AREAS PRIVATE DRAINAGE EASEMENTS, LIGHTING, PONDS, GREENWAYS, LANDSCAPE AREAS, UNLESS OTHER WISE SPECIFICALLY DESIGNATED.
14.

ALL RETAINING WALLS WILL REQUIRE A BUILDING PERMIT. WALLS GREATER THAN 4' IN HEIGHT WILL REQUIRE ENGINEERING DESIGN APPROVAL AS WELL AS A BUILDING PERMIT.
15.

HOA COVENANTS SHALL BE RECORDED THE FIRST PLAT ASSOCIATED WITH THIS SUBDIVISION.
16.

IF DEVELOPER DESIRES AN INFRASTRUCTURE REIMBURSEMENT AGREEMENT (IRA), IT MUST BE NEGOTIATED AND APPROVED WITH THE APPROVAL WITH THIS PLAN.
17.

MAIL KIOSK WILL BE INCLUDED IN DESIGNATED SITE OF CLUBHOUSE AND ANCILLARY AMENITIES. LOCATION MUST BE APPROVED BY LOCAL POSTMASTER.
18.

NO FILL OR STRUCTURES ALLOWED IN THE CAPE FEAR BUFFER ZONE 1 EXCEPT FOR APPROVED ROADS.
19.

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 SHALL OCCUR DURING THE NEXT PLANTING SEASON.
20.

INTERSECTIONS: ALL TREES SHALL BE LOCATED OUTSIDE OF SITE DISTANCE TRIANGLES IN ACCORDANCE WITH THE TOWN OF HOLLY SPRINGS' ENGINEERING DESIGN & CONSTRUCTION STANDARDS.

TOWN OF HOLLY SPRINGS CONSTRUCTION DRAWING NOTES:

1.

ALL CONSTRUCTION SHALL CONFORM TO TOWN OF HOLLY SPRINGS DESIGN AND CONSTRUCTION STANDARDS.
2.

CONSTRUCTION DRAWING APPROVAL IS REQUIRED BEFORE CONSTRUCTION MAY BEGIN. DEVELOPMENT FEE [ACREAGE, FEE-IN-LIEU OF ASSESSMENT, INSPECTION, AND OTHERS AS REQUIRED] ARE DUE BEFORE CONSTRUCTION DRAWING APPROVAL.
3.

THIS SUBDIVISION IS IN THE TRIASSIC BASIN. ROAD DESIGN MAY REQUIRE SOME COMBINATION OF FABRIC, EXTRA STONE, TENSAR AND /OR BINDER. THE COMBINATION REQUIRED WILL BE DETERMINED BY THE TOWN OF HOLLY SPRINGS. SPECIAL CARE WITH ACHIEVING PROPER COMPACTION USING ACCEPTABLE MATERIALS AND HAVING A TESTING FIRM ON SITE, INSURING DENSITY, WILL BE CRITICAL.
4.

ROADWAY IMPROVEMENTS ARE TO BE ACCOMPLISHED IN ACCORDANCE WITH THE PROJECT DEVELOPER AGREEMENT. AVENT FERRY ROAD WILL BE CONSTRUCTED AS ONE-HALF OF THE 100' ROW AND 74' B-B SECTION WITH THIS SUBDIVISION. THE NORTHERN SIDE WIDENING OF AVENT FERRY ROAD IS SHOWN FOR REFERENCE ON THESE DRAWINGS WITH ROAD IMPROVEMENTS COMPLETED WITH THE SUBDIVISION TO THE NORTH.
5.

LOCATION OF STREET TREES AND STREET LIGHTING WILL BE FILED COORDINATED BY THE DEVELOPER TO ELIMINATE CONFLICTS.
6.

STREET LIGHTING TO BE PROVIDED ACCORDING TO TOWN REQUIREMENTS AND IS CURRENTLY BEING DESIGNED BY DUKE/PROGRESS ENERGY FOR BOTH THE INTERIOR STREETS AND ADJACENT PUBLIC STREETS AND THOROUGHFARES.
7.

ALL NEW UTILITY LINES MUST BE UNDERGROUND. EXISTING OVERHEAD ELECTRIC TO BE REMOVED WILL BE REPLACED WITH UNDERGROUND SERVICE WITH THIS DEVELOPMENT.
8.

A PRE-CONSTRUCTION MEETING WITH THE TOWN CONSTRUCTION INSPECTOR AND ENVIRONMENTAL SPECIALIST (919) 557-3938, WILL BE REQUIRED BEFORE BEGINNING ANY CONSTRUCTION.
9.

CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES AND SHALL BE RESPONSIBLE FOR ANY DAMAGE RESULTING FROM CONSTRUCTION ACTIVITIES. CALL UTILITY LOCATION SERVICE MIN 48HR PRIOR TO DIGGING.
10.

ALL OPEN SPACE NOT DEDICATED TO THE TOWN OF HOLLY SPRINGS SHALL BE MAINTAINED BY THE SUBDIVISION HOMEOWNERS ASSOCIATION.
11.

A FEE IN LIEU OF LAND DEDICATION WILL BE REQUIRED AT TIME OF LOT RECORDATION AT THE PER UNIT RATE PER THE PARKS AND RECREATION DEPARTMENT.
12.

RECREATION AREA IN PHASE 2 IS PROPOSED TO BE A CLUBHOUSE AND POOL AREA FOR THE RESIDENTS AND PLANS FOR THIS AREA WILL BE SUBMITTED UNDER CONSTRUCTION DRAWING APPROVAL PROCESS.
13.

APPROVED CONDITIONS FOR THIS SITE INDICATE THAT THE REQUIRED BUFFERS BOTH AROUND AND WITHIN THE SUBDIVISION MAY BE UTILIZE EXISTING VEGETATION IF A TREE SURVEY EVERY 100FT IS COMPLETED IN AREAS OF DISTURBANCE ONLY. IF AREAS ARE NOT TO BE DISTURBED, THIS SURVEY IN NOT REQUIRED AN MAY BE DISCUSSED FURTHER DURING CONSTRUCTION DRAWING APPROVALS.
14.

DEVELOPMENT FEES, AS REQUIRED BY THE TOWN OF HOLLY SPRINGS, ARE DUE PRIOR TO CONSTRUCTION DRAWING APPROVAL.
15.

NO FILL IS PERMITTED IN THE FLOOD PLAIN FOR ANY RESIDENTIAL DEVELOPMENT.
16.

SEWER CONNECTION TO BE MADE TO THE EXISTING OUTFALL RUNNING THROUGH THE SUBDIVISION.
17.

PLAN CONFORMS TO PREVIOUSLY APPROVED NORRIS CROSSING PRELIMINARY PLANS AND ALL PREVIOUS APPROVAL CONDITIONS FOR THAT PLAN WILL APPLY TO THIS PLAN AS WELL. PLAN SET IS SUBJECT TO REVISIONS DURING CONSTRUCTION DRAWING APPROVAL PROCESS.
18.

WETLANDS AND STREAMS HAVE BEEN DELINEATED BY S&EC DATED: MAY 26, 2022.
19.

TOPOGRAPHY INFORMATION PROVIDED BY BATEMAN CIVIL SURVEY COMPANY, PLS, ALTA SURVEY, FEBRUARY 05, 2021.



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project:
NORRIS CROSSING
2205 AVENT FERRY ROAD
HOLLY SPRINGS TOWNSHIP
HOLLY SPRINGS, NORTH CAROLINA 27540

seal:



No.	DATE	REVISION			
		BY	FS	DATE	DESCRIPTION
1	JUNE 28, 2023		FS		TOWN OF HOLLY SPRINGS - 1ST DEVELOPMENT PETITION REVIEW
2	SEPT 02, 2022		FS		TOWN OF HOLLY SPRINGS - 2ND DEVELOPMENT PETITION REVIEW
3	OCTOBER 5, 2022		FS		TOWN OF HOLLY SPRINGS - 3RD DEVELOPMENT PETITION REVIEW
4	November 21, 2022		FS		TOWN OF HOLLY SPRINGS - 4TH DEVELOPMENT PETITION REVIEW

title:

**ZONING
CONDITIONS
&
GENERAL
NOTES**

proj #:

200402

date:

JUNE 3, 2022

dwg by: chkd by:
FS JR

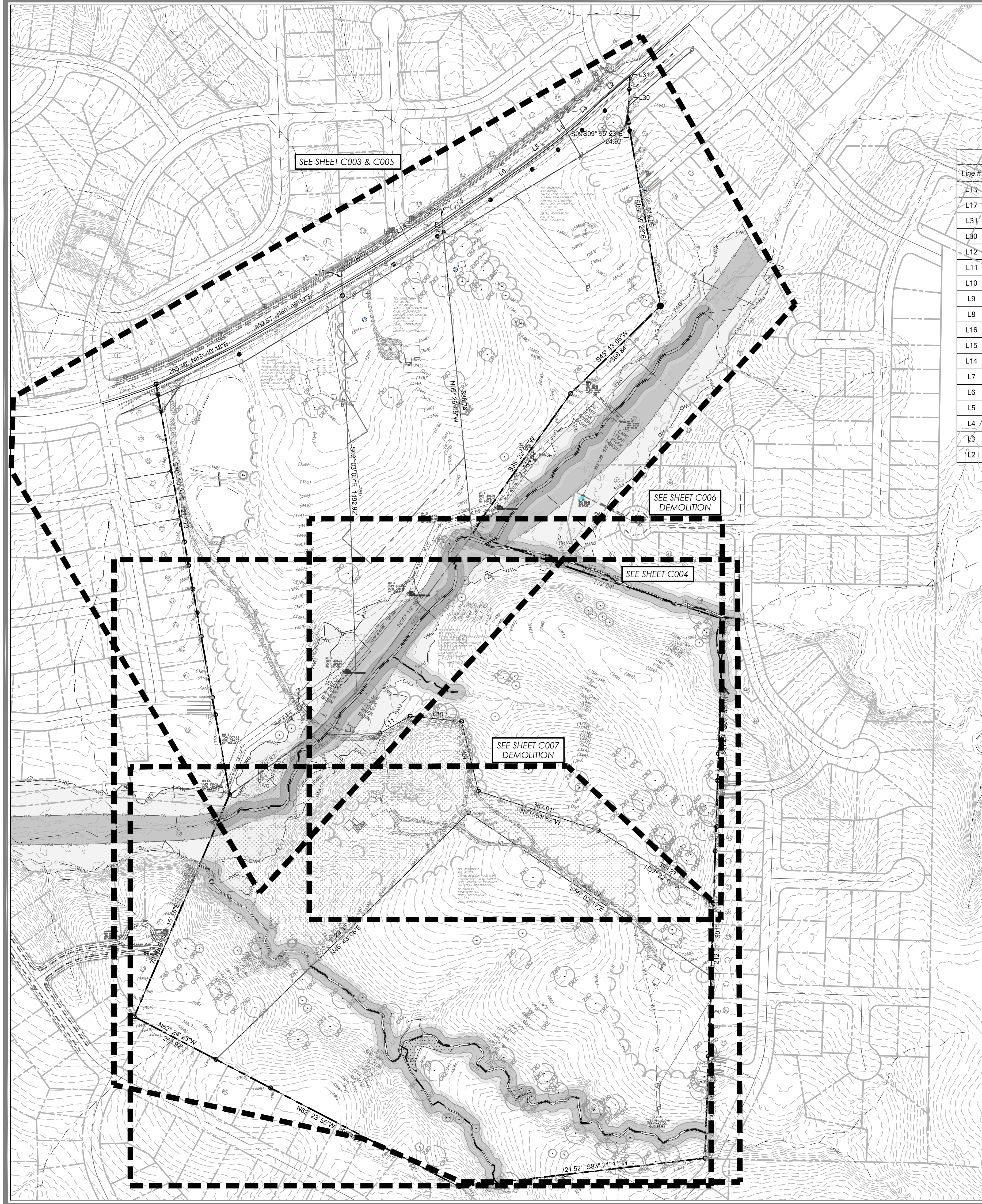
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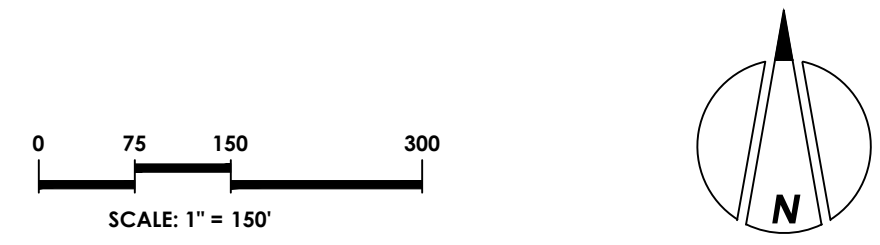
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(DEVELOPMENT PETITION)



ID	Pin	RD	Map	Owner	Deed Book	Deed Page	Deed Acres	Description	Site Address
1	063872120	040328	0638.04	MCMAUGHTON, COLIN MCMAUGHTON, LEGYA	16736	1051	0.36	LOB HOLY POINT PHB BA0203-03482	257PONTE PARK CR
2	063872127	040329	0638.04	257 PONTE PARK CR	16750	1382	0.24	LOB HOLY POINT PHB BA0203-03482	253PONTE PARK CR
3	063872349	040330	0638.04	BARKER, MATTHEW & BARKER, SHANNON BARKER	16773	1699	0.22	LOB HOLY POINT PHB BA0203-03482	269PONTE PARK CR
4	063872356	040330	0638.04	MARTINEZ, JOSE A MARTINEZ, CASEY L	15486	1313	0.2	LOB HOLY POINT PHB BA0203-03415	265PONTE PARK CR
5	063872453	040331	0638.04	ROUSE, ANDREW RODRIGO ROUSE, TAMMY M	15495	204	0.2	LOB HOLY POINT PHB BA0203-03415	261PONTE PARK CR
6	063872501	040332	0638.04	RECHEL, NICOLAS & RECHEL, MICHELLE M	15531	1331	0.22	LOB HOLY POINT PHB BA0203-03415	257PONTE PARK CR
7	063872528	040333	0638.04	BOOKER, ADAM & BOOKER, AMBER	15430	1086	0.2	LOB HOLY POINT PHB BA0203-03415	253PONTE PARK CR
8	063872601	040334	0638.04	FERRELL, TONYA B	15582	1513	0.2	LOB HOLY POINT PHB BA0203-03415	229PONTE PARK CR
9	063872674	040335	0638.04	PIED, MICHAEL BRANDON PEAUCH, ANGELA CASERTANO	15524	1720	0.26	LOB HOLY POINT PHB BA0203-03415	225PONTE PARK CR
10	063872708	040336	0638.04	SCOTT, AMEL & SCOTT, ANDREW	15537	134	0.3	LOB HOLY POINT PHB BA0203-03415	221PONTE PARK CR
11	063872764	040337	0638.04	SANDERSON, PATRICIA L	15417	1915	0.3	LOB HOLY POINT PHB BA0203-03415	217PONTE PARK CR
12	063872906	036907	0638.04	COOLEY, VICTORIA R COOLEY, PATRICK B	18482	3591	0.4	LOB HOLY POINT PHB BA0203-03897	10010GGORY DR
13	063882087	036908	0638.04	SACCONE, MARIA & SACCONE, FREDERICK	17357	1007	0.33	LOB HOLY POINT PHB BA0203-03897	10110GGORY DR
14	063882094	036911	0638.04	HAYL, CHRISTOPHER MICHAEL HAYL, MICHELLE LEE	18946	1013	0.38	LOB HOLY POINT PHB BA0203-03897	121TONKS TRL
15	063882255	036912	0638.04	PARKER, DAVID A PARKER, TARA	15505	951	0.28	LOB HOLY POINT PHB BA0203-03897	117TONKS TRL
16	063882373	036913	0638.04	SHAG, AMARET SHAG, CATALANU	18897	624	0.24	LOB HOLY POINT PHB BA0203-03897	113TONKS TRL
17	063882390	036913	0638.04	FLICK, SCOTT FLICK, KAREN	18509	1242	0.26	LOB HOLY POINT PHB BA0203-03897	109TONKS TRL
18	063882487	036916	0638.04	HOWARD, CHARLES HOWARD, HOPE MARIE	18540	1543	0.3	LOB HOLY POINT PHB BA0203-03897	105TONKS TRL
19	063882502	036916	0638.04	ALL HARRIS HOWARD, GARY HOWARD, JR	18465	2555	0.23	LOB HOLY POINT PHB BA0203-03897	101TONKS TRL
20	063882503	036916	0638.04	GALLAGHER, ALFRED R RODRIGUEZ, KAREN M	12882	444	0.33	LOB HOLY POINT PHB BA0203-03897	101LONGBOTTOM TRL
21	063882788	040399	0638.04	STONEMONT HOA - CHARLESTON MANAGEMENT CORP	17427	1457	0.3	LOB STONEMONT COMMON OPEN SPACE PHB BA0206-03077	160MOONSTONE DR
22	063882785	040399	0638.04	JOHNSON, ANTOINE JOHN JOHNSON, KAREN TRACY	18254	2611	0.26	LOB STONEMONT PHB BA0206-03077	412FIRE OPAL LN
23	063882786	040399	0638.04	STONEMONT HOA - CHARLESTON MANAGEMENT CORP	17427	1457	0.25	LOB STONEMONT PHB BA0206-03077	417FIRE OPAL LN
24	063882801	040399	0638.04	RALEIGH, JOE BAKULIN, ANDESKA	17447	2352	0.27	LOB STONEMONT PHB BA0206-03077	413FIRE OPAL LN
25	063882804	040399	0638.04	STONEMONT HOA - CHARLESTON MANAGEMENT CORP	17427	1457	2.07	LOB STONEMONT COMMON OPEN SPACE PHB BA0206-03077	244MOONSTONE DR
26	063882805	040399	0638.04	STONEMONT HOA - CHARLESTON MANAGEMENT CORP	17427	1457	0.25	LOB STONEMONT PHB BA0206-03077	413FIRE OPAL LN
27	063882806	040399	0638.04	STONEMONT HOA - CHARLESTON MANAGEMENT CORP	17427	1457	0.25	LOB STONEMONT PHB BA0206-03077	413FIRE OPAL LN
28	063882807	040399	0638.04	STONEMONT HOA - CHARLESTON MANAGEMENT CORP	17427	1457	0.25	LOB STONEMONT PHB BA0206-03077	413FIRE OPAL LN
29	063882808	040399	0638.04	STONEMONT HOA - CHARLESTON MANAGEMENT CORP	17427	1457	0.25	LOB STONEMONT PHB BA0206-03077	413FIRE OPAL LN
30	063882809	040399	0638.04	STONEMONT HOA - CHARLESTON MANAGEMENT CORP	17427	1457	0.25	LOB STONEMONT PHB BA0206-03077	413FIRE OPAL LN
31	063882810	040399	0638.04	STONEMONT HOA - CHARLESTON MANAGEMENT CORP	17427	1457	0.25	LOB STONEMONT PHB BA0206-03077	413FIRE OPAL LN
32	063882811	040399	0638.04	STONEMONT HOA - CHARLESTON MANAGEMENT CORP	17427	1457	0.25	LOB STONEMONT PHB BA0206-03077	413FIRE OPAL LN
33	063882812	040399	0638.04	STONEMONT HOA - CHARLESTON MANAGEMENT CORP	17427	1457	0.25	LOB STONEMONT PHB BA0206-03077	413FIRE OPAL LN
34	063882813	040399	0638.04	STONEMONT HOA - CHARLESTON MANAGEMENT CORP	17427	1457	0.25	LOB STONEMONT PHB BA0206-03077	413FIRE OPAL LN
35	063882814	040399	0638.04	STONEMONT HOA - CHARLESTON MANAGEMENT CORP	17427	1457	0.25	LOB STONEMONT PHB BA0206-03077	413FIRE OPAL LN
36	063882815	040399	0638.04	STONEMONT HOA - CHARLESTON MANAGEMENT CORP	17427	1457	0.25	LOB STONEMONT PHB BA0206-03077	413FIRE OPAL LN
37	063882816	040399	0638.04	STONEMONT HOA - CHARLESTON MANAGEMENT CORP	17427	1457	0.25	LOB STONEMONT PHB BA0206-03077	413FIRE OPAL LN
38	063882817	040399	0638.04	STONEMONT HOA - CHARLESTON MANAGEMENT CORP	17427	1457	0.25	LOB STONEMONT PHB BA0206-03077	413FIRE OPAL LN
39	063882818	040399	0638.04	STONEMONT HOA - CHARLESTON MANAGEMENT CORP	17427	1457	0.25	LOB STONEMONT PHB BA0206-03077	413FIRE OPAL LN
40	063882819	040399	0638.04	STONEMONT HOA - CHARLESTON MANAGEMENT CORP	17427	1457	0.25	LOB STONEMONT PHB BA0206-03077	413FIRE OPAL LN
41	063882820	040399	0638.04	STONEMONT HOA - CHARLESTON MANAGEMENT CORP	17427	1457	0.25	LOB STONEMONT PHB BA0206-03077	413FIRE OPAL LN
42	063882821	040399	0638.04	STONEMONT HOA - CHARLESTON MANAGEMENT CORP	17427	1457	0.25	LOB STONEMONT PHB BA0206-03077	413FIRE OPAL LN
43	063882822	040399	0638.04	STONEMONT HOA - CHARLESTON MANAGEMENT CORP	17427	1457	0.25	LOB STONEMONT PHB BA0206-03077	413FIRE OPAL LN
44	063882823	040399	0638.04	STONEMONT HOA - CHARLESTON MANAGEMENT CORP	17427	1457	0.25	LOB STONEMONT PHB BA0206-03077	413FIRE OPAL LN
45	063882824	040399	0638.04	STONEMONT HOA - CHARLESTON MANAGEMENT CORP	17427	1457	0.25	LOB STONEMONT PHB BA0206-03077	413FIRE OPAL LN
46	063882825	040399	0638.04	STONEMONT HOA - CHARLESTON MANAGEMENT CORP	17427	1457	0.25	LOB STONEMONT PHB BA0206-03077	413FIRE OPAL LN
47	063882826	040399	0638.04	STONEMONT HOA - CHARLESTON MANAGEMENT CORP	17427	1457	0.25	LOB STONEMONT PHB BA0206-03077	413FIRE OPAL LN
48	063882827	040399	0638.04	STONEMONT HOA - CHARLESTON MANAGEMENT CORP	17427	1457	0.25	LOB STONEMONT PHB BA0206-03077	413FIRE OPAL LN
49	063882828	040399	0638.04	STONEMONT HOA - CHARLESTON MANAGEMENT CORP	17427	1457	0.25	LOB STONEMONT PHB BA0206-03077	413FIRE OPAL LN
50	063882829	040399	0638.04	STONEMONT HOA - CHARLESTON MANAGEMENT CORP	17427	1457	0.25	LOB STONEMONT PHB BA0206-03077	413FIRE OPAL LN
51	063882830	040399	0638.04	STONEMONT HOA - CHARLESTON MANAGEMENT CORP	17427	1457	0.25	LOB STONEMONT PHB BA0206-03077	413FIRE OPAL LN
52	063882831	040399	0638.04	STONEMONT HOA - CHARLESTON MANAGEMENT CORP	17427	1457	0.25	LOB STONEMONT PHB BA0206-03077	413FIRE OPAL LN
53	063882832	040399	0638.04	STONEMONT HOA - CHARLESTON MANAGEMENT CORP	17427	1457	0.25	LOB STONEMONT PHB BA0206-03077	413FIRE OPAL LN
54	063882833	040399	0638.04	STONEMONT HOA - CHARLESTON MANAGEMENT CORP	17427	1457	0.25	LOB STONEMONT PHB BA0206-03077	413FIRE OPAL LN
55	063882834	040399	0638.04	STONEMONT HOA - CHARLESTON MANAGEMENT CORP	17427	1457	0.25	LOB STONEMONT PHB BA0206-03077	413FIRE OPAL LN
56	063882835	040399	0638.04	STONEMONT HOA - CHARLESTON MANAGEMENT CORP	17427	1457	0.25	LOB STONEMONT PHB BA0206-03077	413FIRE OPAL LN
57	063882836	040399	0638.04	STONEMONT HOA - CHARLESTON MANAGEMENT CORP	17427	1457	0.25	LOB STONEMONT PHB BA0206-03077	413FIRE OPAL LN
58	063882837	040399	0638.04	STONEMONT HOA - CHARLESTON MANAGEMENT CORP	17427	1457	0.25	LOB STONEMONT PHB BA0206-03077	413FIRE OPAL LN
59	063882838	040399	0638.04	STONEMONT HOA - CHARLESTON MANAGEMENT CORP	17427	1457	0.25	LOB STONEMONT PHB BA0206-03077	413FIRE OPAL LN
60	063882839	040399	0638.04	STONEMONT HOA - CHARLESTON MANAGEMENT CORP	17427	1457	0.25	LOB STONEMONT PHB BA0206-03077	413FIRE OPAL LN
61	063882840	040399	0638.04	STONEMONT HOA - CHARLESTON MANAGEMENT CORP	17427	1457	0.25	LOB STONEMONT PHB BA0206-03077	413FIRE OPAL LN
62	063882841	040399	0638.04	STONEMONT HOA - CHARLESTON MANAGEMENT CORP	17427	1457	0.25	LOB STONEMONT PHB BA0206-03077	413FIRE OPAL LN
63	063882842	040399	0638.04	STONEMONT HOA - CHARLESTON MANAGEMENT CORP	17427	1457	0.25	LOB STONEMONT PHB BA0206-03077	413FIRE OPAL LN
64	063882843	040399	0638.04	STONEMONT HOA - CHARLESTON MANAGEMENT CORP	17427	1457	0.25	LOB STONEMONT PHB BA0206-03077	413FIRE OPAL LN
65	063882844	040399	0638.04	STONEMONT HOA - CHARLESTON MANAGEMENT CORP	17427	1457	0.25	LOB STONEMONT PHB BA0206-03077	413FIRE OPAL LN
66	063882845	040399	0638.04	STONEMONT HOA - CHARLESTON MANAGEMENT CORP	17427	1457	0.25	LOB STONEMONT PHB BA0206-03077	413FIRE OPAL LN
67	063882846	040399	0638.04	STONEMONT HOA - CHARLESTON MANAGEMENT CORP	17427	1457	0.25	LOB STONEMONT PHB BA0206-03077	413FIRE OPAL LN
68	063882847	040399	0638.04	STONEMONT HOA - CHARLESTON MANAGEMENT CORP	17427	1457	0.25	LOB STONEMONT PHB BA0206-03077	413FIRE OPAL LN
69	063882848	040399	0638.04	STONEMONT HOA - CHARLESTON MANAGEMENT CORP	17427	1457	0.25	LOB STONEMONT PHB BA0206-03077	413FIRE OPAL LN
70	063882849	040399	0638.04	STONEMONT HOA - CHARLESTON MANAGEMENT CORP	17427	1457	0.25	LOB STONEMONT PHB BA0206-03077	413FIRE OPAL LN
71	063882850	040399	0638.04	STONEMONT HOA - CHARLESTON MANAGEMENT CORP	17427	1457	0.25	LOB STONEMONT PHB BA0206-03077	413FIRE OPAL LN
72	063882851	040399	0638.04	STONEMONT HOA - CHARLESTON MANAGEMENT CORP	17427	1457	0.25	LOB STONEMONT PHB BA0206-03077	413FIRE OPAL LN
73	063882852	040399	0638.04	STONEMONT HOA - CHARLESTON MANAGEMENT CORP	17427	1457	0.25	LOB STONEMONT PHB BA0206-03077	413FIRE OPAL LN
74	063882853	040399	0638.04	STONEMONT HOA - CHARLESTON MANAGEMENT CORP	17427	1457	0.25	LOB STONEMONT PHB BA0206-03077	413FIRE OPAL LN
75	063882854	040399	0638.04	STONEMONT HOA - CHARLESTON MANAGEMENT CORP	17427	1457	0.25	LOB STONEMONT PHB BA0206-03077	413FIRE OPAL LN



LEGEND (EXISTING CONDITIONS)	
	TREE PROTECTION FENCE
	EXISTING TREE LINE
	EXISTING STREAM BUFFER
	EXISTING 100YR FLOODWAY BOUNDARY
	EXISTING FLOODPLAIN BOUNDARY
	EXISTING 100 YR FLOODPLAIN
	EXISTING FLOOD FRINGE
	STEEP SLOPE AREA (GREATER THAN 3:1)
	EXISTING WETLANDS
	EXISTING PERENNIAL STREAM
	EXISTING INTERMITTENT STREAM
	CRITICAL ROOT ZONE (TREE PROTECTION AREA)
	TREE MAKED WITH 'X' = DEMOLITION
	STEEP SLOPE AREA (GREATER THAN 3:1)

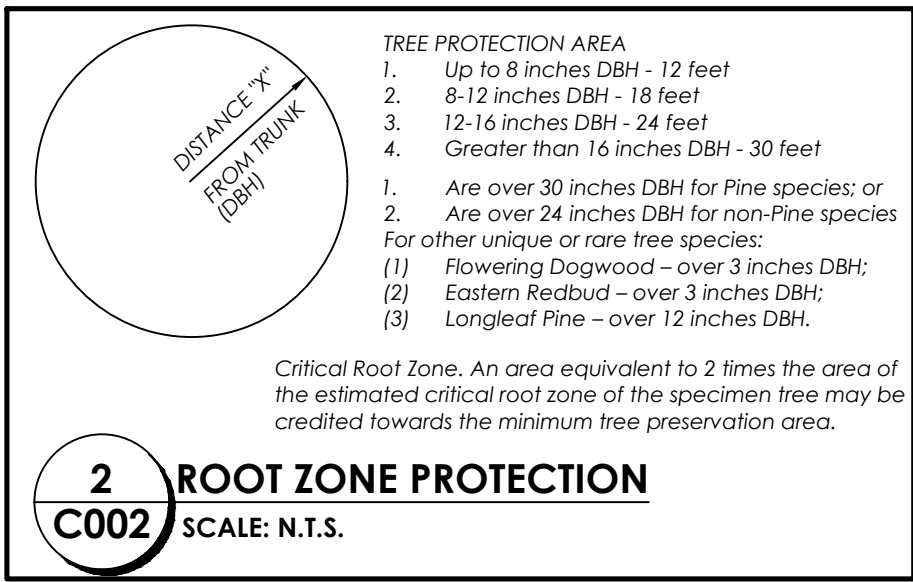
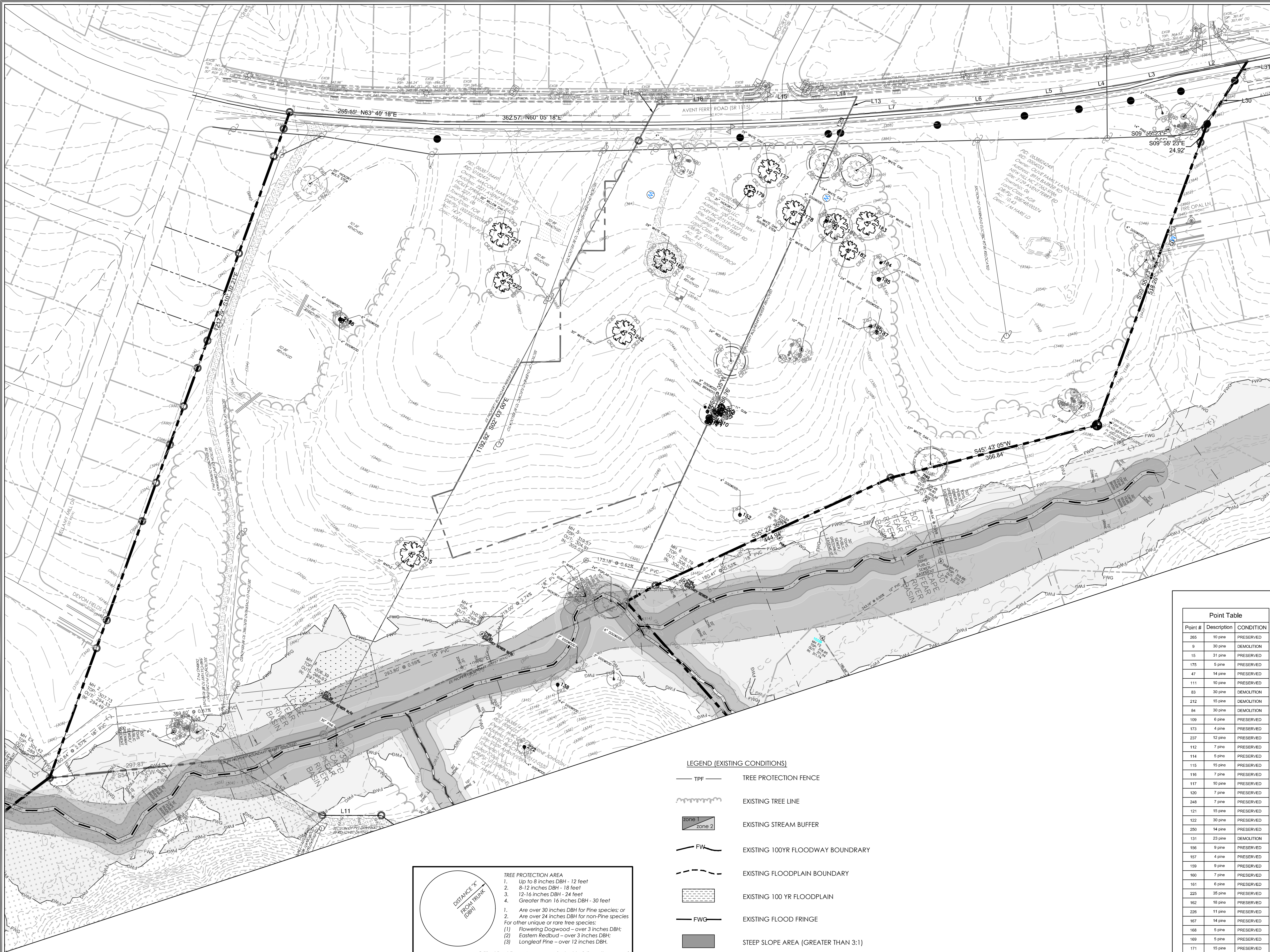
- EXISTING CONDITIONS NOTES:**
- BOUNDARY SURVEY FROM BSCS DATED 02/05/21
 - TOPOGRAPHIC INFORMATION FROM BSCS DATED 02/05/2021
 - STEEP SLOPES FOUND ON THE SITE.
 - NO HISTORIC INVENTORY SITES LOCATED ON OR WITHIN 100' OF THIS PROPERTY.
 - GREENWAY OR TRAILS ARE LOCATED OR PLANNED FOR THIS SITE AS PER THE GREENWAY MASTER PLAN.
 - TREE SAMPLING AREA AND SPECIES TREE SURVEYS ARE NOT REQUIRED WITHIN FLOOD PLAIN, STREAM BUFFERS, OR ALONG STEEP SLOPES AS PER THE UDO.
 - 100 YR FLOOD PLAN IS LOCATED ON OR WITHIN 100' OF THIS PROPERTY
 - SEE PLAN FOR EXISTING TREE LOCATIONS AND TREE SAMPLING.

Point Table		
Point #	Description	CONDITION
265	10 pine	PRESERVED
9	30 pine	DEMOLITION
15	31 pine	PRESERVED
175	5 pine	PRESERVED
47	14 pine	PRESERVED
111	10 pine	PRESERVED
83	30 pine	DEMOLITION
212	15 pine	DEMOLITION
84	30 pine	DEMOLITION
109	6 pine	PRESERVED
173	4 pine	PRESERVED
297	12 pine	PRESERVED
127	7 pine	PRESERVED
114	5 pine	PRESERVED
115	15 pine	PRESERVED
116	7 pine	PRESERVED
117	10 pine	PRESERVED
120	7 pine	PRESERVED
248	7 pine	PRESERVED
241	15 pine	PRESERVED
122	30 pine	PRESERVED
250	14 pine	PRESERVED
131	23 pine	DEMOLITION
156	9 pine	PRESERVED
157	4 pine	PRESERVED
159	9 pine	PRESERVED
160	7 pine	PRESERVED
161	6 pine	PRESERVED
225	35 pine	PRESERVED
162	16 pine	PRESERVED
226	11 pine	PRESERVED
167	14 pine	PRESERVED
168	5 pine	PRESERVED
169	5 pine	PRESERVED
171	15 pine	PRESERVED
172	9 pine	PRESERVED
236	14 pine	PRESERVED
189	6 pine	PRESERVED
190	7 pine	PRESERVED
191	5 pine	PRESERVED
196	7 pine	PRESERVED
197	5 pine	PRESERVED
199	4 pine	PRESERVED
209	16 pine	DEMOLITION
213	14 pine	DEMOLITION
230	13 pine	PRESERVED
246	14 pine	PRESERVED



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project:
NOR



1 EXISTING CONDITIONS-TREE SURVEY-NORTH
SCALE: 1"=80'

Point #	Description	CONDITION
265	10 pine	PRESERVED
9	30 pine	DEMOLITION
15	31 pine	PRESERVED
175	5 pine	PRESERVED
47	14 pine	PRESERVED
111	10 pine	PRESERVED
83	30 pine	DEMOLITION
212	15 pine	DEMOLITION
86	30 pine	DEMOLITION
139	6 pine	PRESERVED
173	4 pine	PRESERVED
237	12 pine	PRESERVED
112	7 pine	PRESERVED
114	5 pine	PRESERVED
115	15 pine	PRESERVED
116	7 pine	PRESERVED
117	10 pine	PRESERVED
120	7 pine	PRESERVED
248	7 pine	PRESERVED
121	15 pine	PRESERVED
122	30 pine	PRESERVED
250	14 pine	PRESERVED
131	23 pine	DEMOLITION
156	9 pine	PRESERVED
157	4 pine	PRESERVED
159	9 pine	PRESERVED
161	6 pine	PRESERVED
225	35 pine	PRESERVED
162	18 pine	PRESERVED
226	11 pine	PRESERVED
167	14 pine	PRESERVED
168	5 pine	PRESERVED
169	5 pine	PRESERVED
171	15 pine	PRESERVED
172	9 pine	PRESERVED
236	14 pine	PRESERVED
189	6 pine	PRESERVED
190	7 pine	PRESERVED
191	5 pine	PRESERVED
196	7 pine	PRESERVED
197	5 pine	PRESERVED
199	4 pine	PRESERVED
209	18 pine	DEMOLITION
213	14 pine	DEMOLITION
230	13 pine	PRESERVED
246	14 pine	PRESERVED

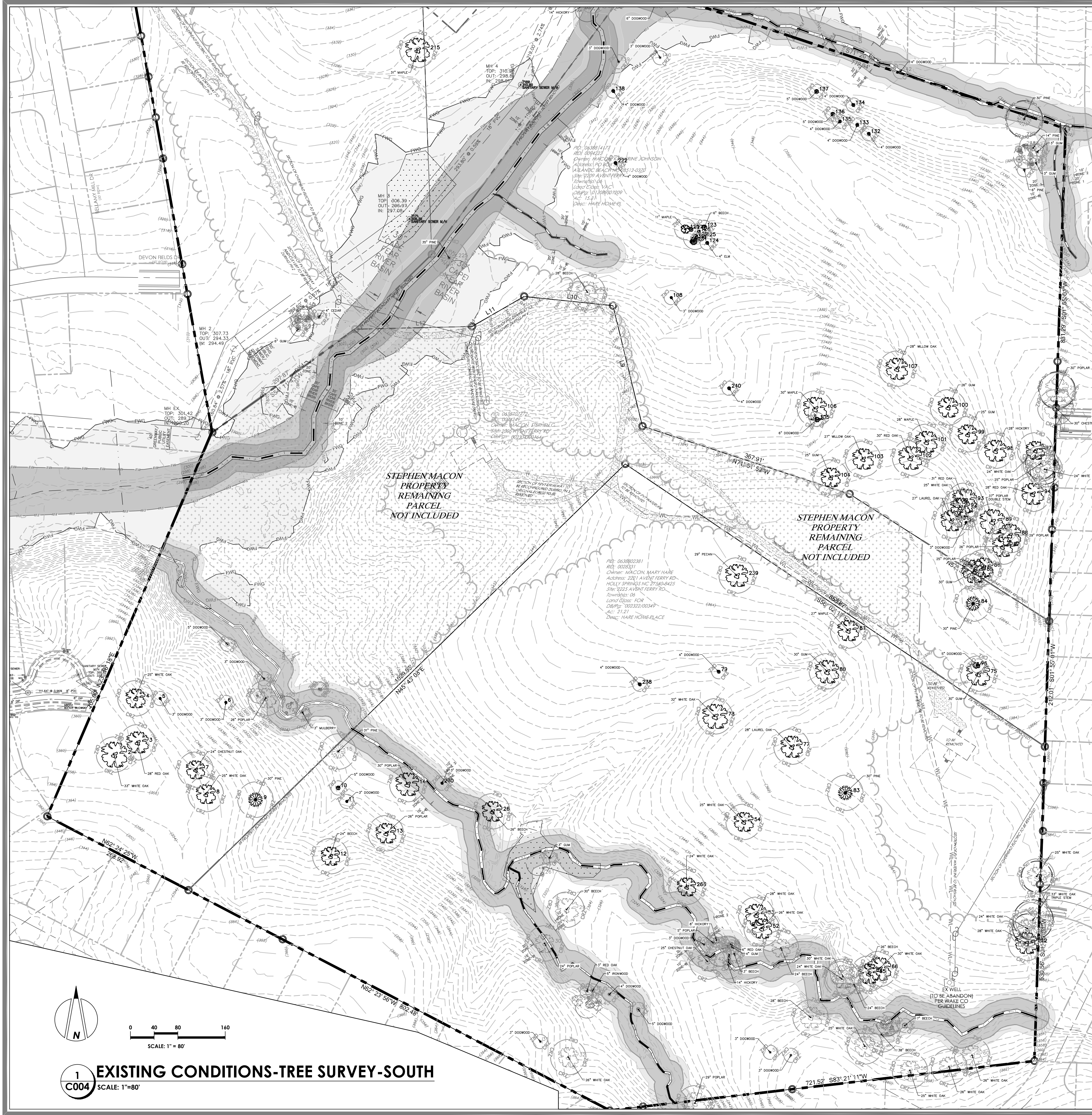
Point #	Description	CONDITION
66	30 white oak	DEMOLITION
2	33 white oak	DEMOLITION
10	5 dogwood	DEMOLITION
67	38 beech	PRESERVED
3	28 red oak	DEMOLITION
68	9 poplar	PRESERVED
4	25 white oak	DEMOLITION
69	4 beech	PRESERVED
5	3 dogwood	DEMOLITION
6	3 dogwood	DEMOLITION
7	24 chestnut oak	DEMOLITION
8	25 white oak	DEMOLITION
11	3 dogwood	DEMOLITION
12	24 beech	DEMOLITION
13	26 poplar	DEMOLITION
14	30 poplar	DEMOLITION
16	3 mulberry	PRESERVED
17	4 beech	PRESERVED
18	3 beech	PRESERVED
19	7 beech	PRESERVED
20	26 poplar	PRESERVED
21	3 dogwood	PRESERVED
22	3 dogwood	PRESERVED
23	4 dogwood	PRESERVED
24	3 dogwood	PRESERVED
25	5 dogwood	PRESERVED
26	26 beech	DEMOLITION
27	3 ironwood	PRESERVED
28	3 gum	PRESERVED
29	30 beech	PRESERVED
30	24 poplar	PRESERVED
31	3 dogwood	PRESERVED
32	26 white oak	PRESERVED
33	5 dogwood	PRESERVED
34	4 dogwood	PRESERVED
35	5 ironwood	PRESERVED
36	3 red oak	PRESERVED
37	4 ironwood	PRESERVED
38	10 red oak	PRESERVED
39	11 ash	PRESERVED
40	12 gum	PRESERVED
41	3 dogwood	PRESERVED
42	25 chestnut oak	PRESERVED
43	14 hickory	PRESERVED
44	3 beech	PRESERVED
45	4 gum	PRESERVED
46	6 red oak	PRESERVED
48	3 beech	PRESERVED
49	8 hickory	PRESERVED
50	5 poplar	PRESERVED
51	24 beech	PRESERVED
52	26 white oak	DEMOLITION
53	28 white oak	DEMOLITION
54	25 white oak	DEMOLITION
55	3 dogwood	PRESERVED

Point #	Description	CONDITION
56	3 dogwood	PRESERVED
57	27 chestnut	PRESERVED
58	25 white oak	PRESERVED
59	26 white oak	PRESERVED
60	26 white oak	PRESERVED
61	28 beech	PRESERVED
62	24 white oak	PRESERVED
63	30 white oak	PRESERVED
64	24 beech	PRESERVED
65	28 beech	DEMOLITION
70	21 gum	PRESERVED
71	5 beech	PRESERVED
72	7 beech	PRESERVED
73	33 white oak triple stem	PRESERVED
74	25 white oak	PRESERVED
75	30 gum	DEMOLITION
76	5 dogwood	DEMOLITION
77	28 laurel oak	DEMOLITION
78	32 white oak	DEMOLITION
79	4 dogwood	DEMOLITION
80	30 gum	DEMOLITION
81	27 maple	DEMOLITION
85	30 gum	DEMOLITION
86	25 poplar	DEMOLITION
87	26 poplar	DEMOLITION
88	29 poplar	DEMOLITION
89	37 poplar double stem	DEMOLITION
90	3 dogwood	DEMOLITION
91	27 laurel oak	DEMOLITION
92	25 white oak	DEMOLITION
93	31 red oak	DEMOLITION
94	28 red oak	DEMOLITION
95	24 white oak	PRESERVED
96	25 poplar	PRESERVED
97	24 white oak	DEMOLITION
98	28 hickory	DEMOLITION
99	25 gum	DEMOLITION
100	29 gum	DEMOLITION
101	28 maple	DEMOLITION
102	30 red oak	DEMOLITION
103	27 white oak	DEMOLITION
104	25 gum	DEMOLITION
105	6 dogwood	DEMOLITION
106	30 maple	DEMOLITION
107	28 white oak	DEMOLITION
108	3 dogwood	DEMOLITION
110	4 hickory	PRESERVED
113	3 gum	PRESERVED
118	3 gum	PRESERVED
119	3 gum	PRESERVED
123	6 beech	DEMOLITION
124	4 elm	DEMOLITION
125	5 maple	DEMOLITION
126	4 beech	DEMOLITION
127	5 gum	DEMOLITION

Point #	Description	CONDITION
128	11 maple	DEMOLITION
129	6 elm	DEMOLITION
130	4 gum	DEMOLITION
132	4 dogwood	DEMOLITION
133	4 dogwood	DEMOLITION
134	4 dogwood	DEMOLITION
135	4 dogwood	DEMOLITION
136	5 dogwood	DEMOLITION
137	5 dogwood	DEMOLITION
138	4 dogwood	DEMOLITION
139	4 dogwood	PRESERVED
140	3 dogwood	PRESERVED
141	6 dogwood	PRESERVED
142	4 dogwood	PRESERVED
143	24 poplar	PRESERVED
144	10 maple	PRESERVED
145	5 hickory	PRESERVED
146	5 ironwood	PRESERVED
147	9 ironwood	PRESERVED
148	4 ironwood	PRESERVED
149	14 hickory	PRESERVED
150	5 maple	PRESERVED
151	11 gum	PRESERVED
152	4 dogwood	DEMOLITION
153	27 white oak	PRESERVED
154	6 hickory	PRESERVED
155	9 hickory	PRESERVED
158	3 gum	PRESERVED
163	10 gum	PRESERVED
164	4 dogwood	PRESERVED
165	25 gum	PRESERVED
166	3 dogwood	PRESERVED
170	4 maple	PRESERVED
174	4 maple	PRESERVED
176	24 white oak	PRESERVED
177	29 white oak	DEMOLITION
178	30 white oak double stem	DEMOLITION
179	31 hickory	DEMOLITION
180	4 dogwood	DEMOLITION
181	32 white oak	DEMOLITION
182	24 white oak	DEMOLITION
183	29 white oak	DEMOLITION
185	5 dogwood	DEMOLITION
186	4 dogwood	DEMOLITION
187	5 dogwood	DEMOLITION
190	7 pine	PRESERVED
192	29 white oak	DEMOLITION
196	7 pine	PRESERVED
197	5 pine	PRESERVED
199	4 pine	PRESERVED
209	18 pine	DEMOLITION
213	14 pine	DEMOLITION
230	13 pine	PRESERVED
246	14 pine	PRESERVED

Point #	Description	CONDITION
203	4 maple	DEMOLITION
204	3 maple	DEMOLITION
205	8 dogwood (3 branch)	DEMOLITION
206	7 gum	DEMOLITION
207	4 maple	DEMOLITION
208	5 dogwood	DEMOLITION
210	3 beech	DEMOLITION
211	8 gum	DEMOLITION
214	4 gum	DEMOLITION
215	31 maple	DEMOLITION
216	4 dogwood	DEMOLITION
217	4 dogwood	DEMOLITION
218	6 dogwood	DEMOLITION
219	25 hickory multi stem	PRESERVED
220	25 gum	DEMOLITION
222	4 dogwood	DEMOLITION
224	28 beech	PRESERVED
227	4 gum	PRESERVED
228	3 gum	PRESERVED
229	13 gum	PRESERVED
231	11 gum	PRESERVED
232	8 gum	PRESERVED
233	3 gum	PRESERVED
234	5 cedar	PRESERVED
235	4 gum	PRESERVED
236	4 dogwood	DEMOLITION
239	29 pecan	DEMOLITION
240	4 dogwood	DEMOLITION
241	4 cedar	PRESERVED
242	30 white oak	DEMOLITION
243	3 cedar	PRESERVED
244	30 willow oak	DEMOLITION
245	25 white oak	PRESERVED
247	3 maple	PRESERVED
249	6 gum	PRESERVED
251	24 white oak	PRESERVED
252	28 white oak	DEMOLITION
253	4 gum	PRESERVED
254	14 gum	PRESERVED
255	6 beech	PRESERVED
256	29 poplar	PRESERVED
257	30 chestnut oak	PRESERVED
258	30 poplar	PRESERVED
259	6 gum	PRESERVED
260	3 dogwood	DEMOLITION
261	5 gum	PRESERVED
262	3 red oak	DEMOLITION
263	11 gum	DEMOLITION
264	6 white oak	PRESERVED
265	24 white oak	DEMOLITION

DATE	BY	REVISION
JUNE 28, 2023	FS	DATE OF HOLLY SPRINGS - 1ST DEVELOPMENT PETITION REVIEW
SEPT 12, 2022	FS	DATE OF HOLLY SPRINGS - 2ND DEVELOPMENT PETITION REVIEW
OCTOBER 5, 2022	FS	DATE OF HOLLY SPRINGS - 3RD DEVELOPMENT PETITION REVIEW
NOVEMBER 23, 2022	FS	DATE OF HOLLY SPRINGS - 4TH DEVELOPMENT PETITION REVIEW
	DATE	



Point Table		
Point #	Description	CONDITION
66	30 white oak	DEMOLITION
2	31 white oak	DEMOLITION
10	5 dogwood	DEMOLITION
67	36 beech	PRESERVED
3	28 red oak	DEMOLITION
68	9 poplar	PRESERVED
4	25 white oak	DEMOLITION
69	4 beech	PRESERVED
5	3 dogwood	DEMOLITION
6	3 dogwood	DEMOLITION
7	24 chestnut oak	DEMOLITION
8	25 white oak	DEMOLITION
11	3 dogwood	DEMOLITION
12	24 beech	DEMOLITION
13	20 poplar	DEMOLITION
14	30 poplar	DEMOLITION
15	3 mulberry	PRESERVED
16	4 beech	PRESERVED
3	3 beech	PRESERVED
19	7 beech	PRESERVED
20	20 poplar	PRESERVED
21	3 dogwood	PRESERVED
22	4 dogwood	PRESERVED
23	3 dogwood	PRESERVED
24	5 dogwood	PRESERVED
25	26 beech	DEMOLITION
27	3 ironwood	PRESERVED
28	3 gum	PRESERVED
29	30 beech	PRESERVED
30	24 poplar	PRESERVED
31	3 dogwood	PRESERVED
32	25 white oak	PRESERVED
33	5 dogwood	PRESERVED
34	4 dogwood	PRESERVED
35	5 ironwood	PRESERVED
36	3 red oak	PRESERVED
37	4 ironwood	PRESERVED
38	19 red oak	PRESERVED
39	11 ash	PRESERVED
40	12 gum	PRESERVED
41	3 dogwood	PRESERVED
42	25 chestnut oak	PRESERVED
43	14 hickory	PRESERVED
44	3 beech	PRESERVED
45	4 gum	PRESERVED
46	6 red oak	PRESERVED
48	3 beech	PRESERVED
49	8 hickory	PRESERVED
50	5 poplar	PRESERVED
51	24 beech	PRESERVED
52	25 white oak	DEMOLITION
53	20 white oak	DEMOLITION
54	25 white oak	DEMOLITION
55	3 dogwood	PRESERVED

Point Table		
Point #	Description	CONDITION
56	3 dogwood	PRESERVED
57	27 chestnut	PRESERVED
58	25 white oak	PRESERVED
59	26 white oak	PRESERVED
60	26 white oak	PRESERVED
61	26 beech	PRESERVED
62	24 white oak	PRESERVED
63	30 white oak	PRESERVED
64	24 beech	PRESERVED
65	26 beech	DEMOLITION
70	21 gum	PRESERVED
71	5 beech	PRESERVED
72	7 beech	PRESERVED
73	33 white oak triple stem	PRESERVED
74	25 white oak	PRESERVED
75	30 gum	DEMOLITION
76	5 dogwood	DEMOLITION
77	28 laurel oak	DEMOLITION
78	32 white oak	DEMOLITION
79	4 dogwood	DEMOLITION
80	30 gum	DEMOLITION
81	27 maple	DEMOLITION
85	30 gum	DEMOLITION
86	25 poplar	DEMOLITION
87	26 poplar	DEMOLITION
88	29 poplar	DEMOLITION
89	37 poplar double stem	DEMOLITION
90	3 dogwood	PRESERVED
91	27 laurel oak	DEMOLITION
92	25 white oak	DEMOLITION
93	31 red oak	DEMOLITION
94	28 red oak	DEMOLITION
95	24 white oak	PRESERVED
96	25 poplar	PRESERVED
97	24 white oak	DEMOLITION
98	28 hickory	DEMOLITION
99	25 gum	DEMOLITION
100	26 gum	DEMOLITION
101	28 maple	DEMOLITION
102	30 red oak	DEMOLITION
103	27 willow oak	DEMOLITION
104	25 gum	DEMOLITION
105	6 dogwood	DEMOLITION
106	30 maple	DEMOLITION
107	28 willow oak	DEMOLITION
108	3 dogwood	DEMOLITION
110	4 hickory	PRESERVED
113	3 gum	PRESERVED
118	3 gum	PRESERVED
119	3 gum	PRESERVED
123	6 beech	DEMOLITION
124	4 elm	DEMOLITION
125	5 maple	DEMOLITION
126	4 beech	DEMOLITION
127	5 gum	DEMOLITION

Point Table		
Point #	Description	CONDITION
128	11 maple	DEMOLITION
129	6 elm	DEMOLITION
130	4 gum	DEMOLITION
132	4 dogwood	DEMOLITION
133	4 dogwood	DEMOLITION
134	4 dogwood	DEMOLITION
135	4 dogwood	DEMOLITION
136	5 dogwood	DEMOLITION
137	5 dogwood	DEMOLITION
138	4 dogwood	DEMOLITION
139	3 dogwood	PRESERVED
140	3 dogwood	PRESERVED
141	6 dogwood	PRESERVED
142	4 dogwood	PRESERVED
143	24 poplar	PRESERVED
144	10 maple	PRESERVED
145	5 hickory	PRESERVED
146	5 ironwood	PRESERVED
147	9 ironwood	PRESERVED
148	4 ironwood	PRESERVED
149	14 hickory	PRESERVED
150	5 maple	PRESERVED
151	11 gum	PRESERVED
152	4 dogwood	DEMOLITION
153	27 white oak	PRESERVED
154	6 hickory	PRESERVED
155	9 hickory	PRESERVED
158	3 gum	PRESERVED
163	10 gum	PRESERVED
164	4 dogwood	PRESERVED
165	25 gum	PRESERVED
166	3 dogwood	PRESERVED
170	4 maple	PRESERVED
174	4 maple	PRESERVED
176	24 white oak	PRESERVED
177	25 white oak	DEMOLITION
178	30 white oak double stem	DEMOLITION
179	31 hickory	DEMOLITION
180	4 dogwood	DEMOLITION
181	32 white oak	DEMOLITION
182	24 white oak	DEMOLITION
183	20 white oak	DEMOLITION
184	3 dogwood	DEMOLITION
185	5 dogwood	DEMOLITION
186	4 dogwood	DEMOLITION
187	5 dogwood	DEMOLITION
188	29 white oak	DEMOLITION
192	11 maple	PRESERVED
193	4 cedar	PRESERVED
194	4 hickory	PRESERVED
195	4 hickory	PRESERVED
196	3 red oak	PRESERVED
200	11 red oak	PRESERVED
201	3 dogwood	PRESERVED
202	24 red oak	PRESERVED

Point Table		
Point #	Description	CONDITION
203	4 maple	DEMOLITION
204	5 maple	DEMOLITION
205	9 dogwood (3 branch)	DEMOLITION
206	7 gum	DEMOLITION
207	4 maple	DEMOLITION
208	5 dogwood	DEMOLITION
210	3 beech	DEMOLITION
211	8 gum	DEMOLITION
214	4 gum	DEMOLITION
215	31 maple	DEMOLITION
216	4 dogwood	DEMOLITION
217	4 dogwood	DEMOLITION
218	6 dogwood	DEMOLITION
219	25 hickory multi stem	PRESERVED
220	25 gum	DEMOLITION
222	4 dogwood	DEMOLITION
224	28 beech	PRESERVED
227	4 gum	PRESERVED
228	3 gum	PRESERVED
229	13 gum	PRESERVED
231	11 gum	PRESERVED
232	6 gum	PRESERVED
233	3 gum	PRESERVED
234	5 cedar	PRESERVED
235	4 gum	PRESERVED
238	4 dogwood	DEMOLITION
239	29 pecan	DEMOLITION
240	4 dogwood	DEMOLITION
241	4 cedar	PRESERVED
242	30 white oak	DEMOLITION
243	3 cedar	PRESERVED
221	30 willow oak	DEMOLITION
245	25 white oak	PRESERVED
247	5 maple	PRESERVED
249	6 gum	PRESERVED
251	24 white oak	PRESERVED
252	28 white oak	DEMOLITION
253	4 gum	PRESERVED
254	14 gum	PRESERVED
255	6 beech	PRESERVED
256	29 poplar	PRESERVED
257	30 chestnut oak	PRESERVED
258	30 poplar	PRESERVED
259	6 gum	PRESERVED
260	3 dogwood	DEMOLITION
261	5 gum	PRESERVED
262	3 red oak	DEMOLITION
263	11 gum	DEMOLITION
264	6 white oak	PRESERVED
266	24 white oak	DEMOLITION

Point Table		
Point #	Description	CONDITION
265	10 pine	PRESERVED
9	30 pine	DEMOLITION
15	31 pine	PRESERVED
175	5 pine	PRESERVED
47	14 pine	PRESERVED
111	10 pine	PRESERVED
83	30 pine	DEMOLITION
212	15 pine	DEMOLITION
84	30 pine	DEMOLITION
109	6 pine	PRESERVED
173	4 pine	PRESERVED
237	12 pine	PRESERVED
112	7 pine	PRESERVED
114	5 pine	PRESERVED
115	15 pine	PRESERVED
116	7 pine	PRESERVED
117	10 pine	PRESERVED
120	7 pine	PRESERVED
248	7 pine	PRESERVED
121	15 pine	PRESERVED
122	30 pine	PRESERVED
250	14 pine	PRESERVED
131	23 pine	DEMOLITION
156	9 pine	PRESERVED
169	5 pine	PRESERVED
171	15 pine	PRESERVED
172	9 pine	PRESERVED
236	14 pine	PRESERVED
169	6 pine	PRESERVED
190	7 pine	PRESERVED
191	5 pine	PRESERVED
196	7 pine	PRESERVED
197	5 pine	PRESERVED
199	4 pine	PRESERVED
209	15 pine	DEMOLITION
213	14 pine	DEMOLITION
230	13 pine	PRESERVED
246	14 pine	PRESERVED

LEGEND (EXISTING CONDITIONS)

- TPF TREE PROTECTION FENCE
- EXISTING TREE LINE
- EXISTING STREAM BUFFER
- EXISTING 100YR FLOODWAY BOUNDARY
- EXISTING FLOODPLAIN BOUNDARY
- EXISTING FLOOD FRINGE
- STEEP SLOPE AREA (GREATER THAN 3:1)
- EXISTING WETLANDS
- EXISTING PERENNIAL STREAM
- EXISTING INTERMITTENT STREAM
- CRITICAL ROOT ZONE (TREE PROTECTION AREA)
- TREE MARKED WITH 'X' = DEMOLITION
- STEEP SLOPE AREA (GREATER THAN 3:1)

PEAK

Engineering & Design

1125 Apex Parkway | Apex, NC 27502

919.438.0100

www.peakengineering.com

NC License #P-0673

project:

NORRIS CROSSING

2205 AVANT FERRY ROAD

HOLLY SPRINGS TOWNSHIP

NORTH CAROLINA 27540

seal:

PRELIMINARY

NOT FOR CONSTRUCTION

	DATE	BY	REVISION
1	JUNE 28, 2023	CS	TOWN OF HOLLY SPRINGS - 1ST DEVELOPMENT PETITION REVIEW
2	SEPT 02, 2022	FS	TOWN OF HOLLY SPRINGS - 2ND DEVELOPMENT PETITION REVIEW
3	OCTOBER 5, 2022	FS	TOWN OF HOLLY SPRINGS - 3RD DEVELOPMENT PETITION REVIEW
4	NOVEMBER 23, 2022	FS	TOWN OF HOLLY SPRINGS - 4TH DEVELOPMENT PETITION REVIEW

title:

EXISTING CONDITIONS

TREE SURVEY

SOUTH

proj #:

200402

date:

JUNE 3, 2022

dwg by:

chkd by:

FS

JR

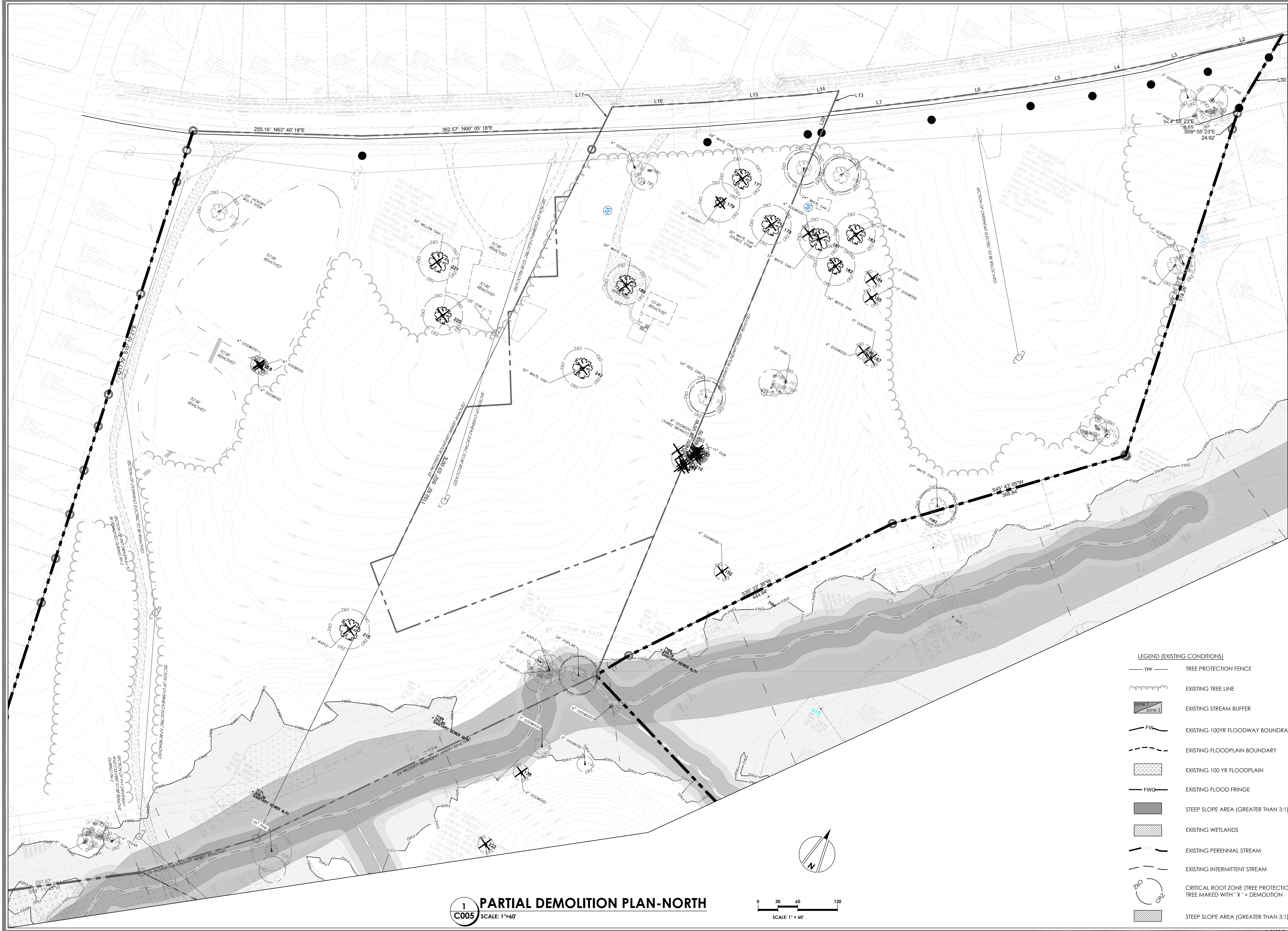
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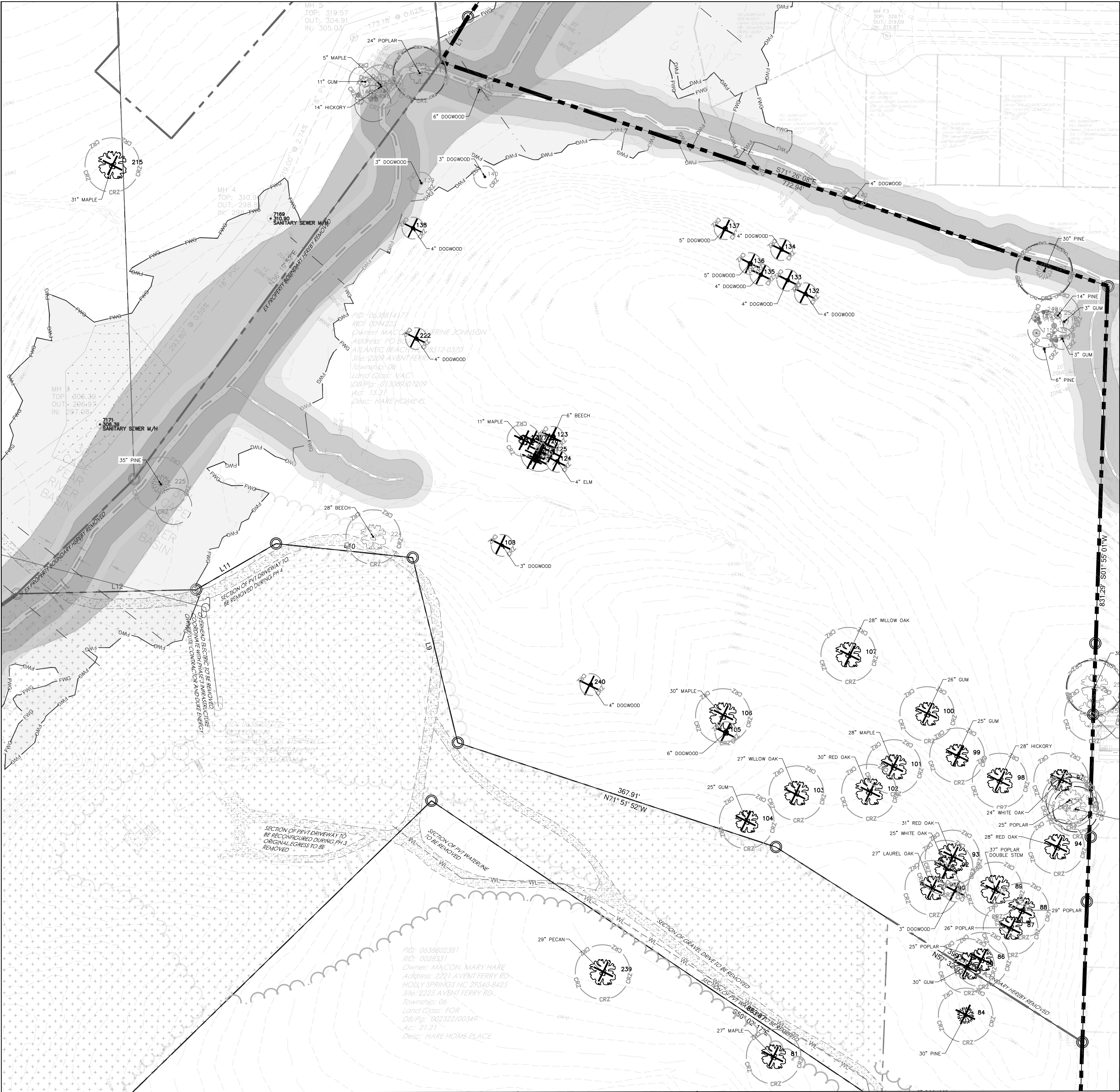
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C004

(DEVELOPMENT PETITION)



DATE	BY	REVISION
JUNE 30, 2022	FS	1. TOWN OF HOLLY SPRINGS - 1ST DEVELOPMENT PETITION REVIEW
SEPT 02, 2022	FS	2. TOWN OF HOLLY SPRINGS - 2ND DEVELOPMENT PETITION REVIEW
OCTOBER 5, 2022	FS	3. TOWN OF HOLLY SPRINGS - 3RD DEVELOPMENT PETITION REVIEW
NOVEMBER 23, 2022	FS	4. TOWN OF HOLLY SPRINGS - 4TH DEVELOPMENT PETITION REVIEW

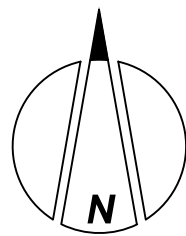


1
C006

PARTIAL DEMOLITION PLAN-SOUTH

SCALE: 1"=60'

0 30 60 120
SCALE: 1" = 60'



- LEGEND (EXISTING CONDITIONS)
- TPF TREE PROTECTION FENCE
 - EXISTING TREE LINE
 - EXISTING STREAM BUFFER
 - FW EXISTING 100YR FLOODWAY BOUNDARY
 - EXISTING FLOODPLAIN BOUNDARY
 - EXISTING 100 YR FLOODPLAIN
 - FWG EXISTING FLOOD FRINGE
 - STEEP SLOPE AREA (GREATER THAN 3:1)
 - EXISTING WETLANDS
 - EXISTING PERENNIAL STREAM
 - EXISTING INTERMITTENT STREAM
 - CRITICAL ROOT ZONE (TREE PROTECTION AREA)
TREE MAKED WITH 'X' = DEMOLITION
 - STEEP SLOPE AREA (GREATER THAN 3:1)

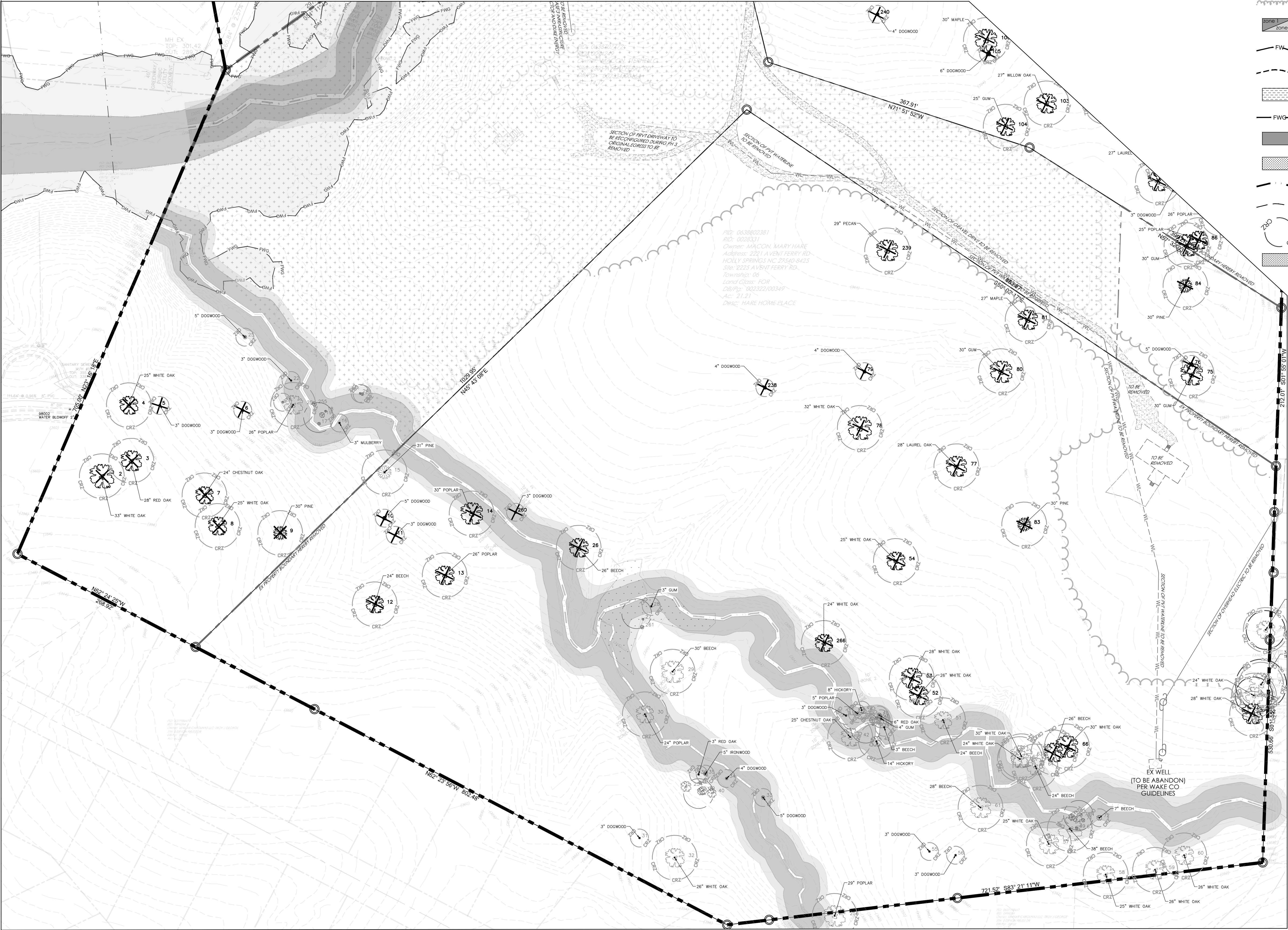
project:
NORRIS CROSSING
2205 AVENT FERRY ROAD
HOLLY SPRINGS TOWNSHIP
HOLLY SPRINGS, NORTH CAROLINA 27540

seal:
PRELIMINARY
NOT FOR
CONSTRUCTION

NO.	DATE	REVISION
1	JUNE 28, 2023	TOWN OF HOLLY SPRINGS - 1ST DEVELOPMENT PETITION REVIEW
2	SEPTEMBER 12, 2023	TOWN OF HOLLY SPRINGS - 2ND DEVELOPMENT PETITION REVIEW
3	OCTOBER 5, 2023	TOWN OF HOLLY SPRINGS - 3RD DEVELOPMENT PETITION REVIEW
4	NOVEMBER 21, 2023	TOWN OF HOLLY SPRINGS - 4TH DEVELOPMENT PETITION REVIEW

title:
DEMOLITION
PLAN
SOUTH

proj #:
200402
date:
JUNE 3, 2022
dwg by: chkd by:
FS JR
scale:
As Noted
sheet:
C006
(DEVELOPMENT PETITION)



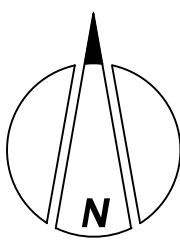
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C007

PARTIAL DEMOLITION PLAN-WEST

SCALE: 1"=60'

0 30 60 120

SCALE: 1" = 60'



- LEGEND (EXISTING CONDITIONS)
- TPF TREE PROTECTION FENCE
 - EXISTING TREE LINE
 - EXISTING STREAM BUFFER
 - EXISTING 100YR FLOODWAY BOUNDARY
 - EXISTING FLOODPLAIN BOUNDARY
 - EXISTING 100 YR FLOODPLAIN
 - EXISTING FLOOD FRINGE
 - STEEP SLOPE AREA (GREATER THAN 3:1)
 - EXISTING WETLANDS
 - EXISTING PERENNIAL STREAM
 - EXISTING INTERMITTENT STREAM
 - CRITICAL ROOT ZONE (TREE PROTECTION AREA)
 - TREE MARKED WITH 'X' = DEMOLITION
 - STEEP SLOPE AREA (GREATER THAN 3:1)

NC License #P-0673

project:
NORRIS CROSSING
2205 AVENT FERRY ROAD
HOLLY SPRINGS TOWNSHIP
NORTH CAROLINA 27540

seal:
PRELIMINARY
NOT FOR
CONSTRUCTION

NO.	DATE	REVISION
1	JUNE 28, 2023	TOWN OF HOLLY SPRINGS - 1ST DEVELOPMENT PETITION REVIEW
2	SEPT 02, 2023	TOWN OF HOLLY SPRINGS - 2ND DEVELOPMENT PETITION REVIEW
3	OCTOBER 5, 2023	TOWN OF HOLLY SPRINGS - 3RD DEVELOPMENT PETITION REVIEW
4	NOVEMBER 23, 2023	TOWN OF HOLLY SPRINGS - 4TH DEVELOPMENT PETITION REVIEW

title:
PARTIAL
DEMOLITION
PLAN
WEST

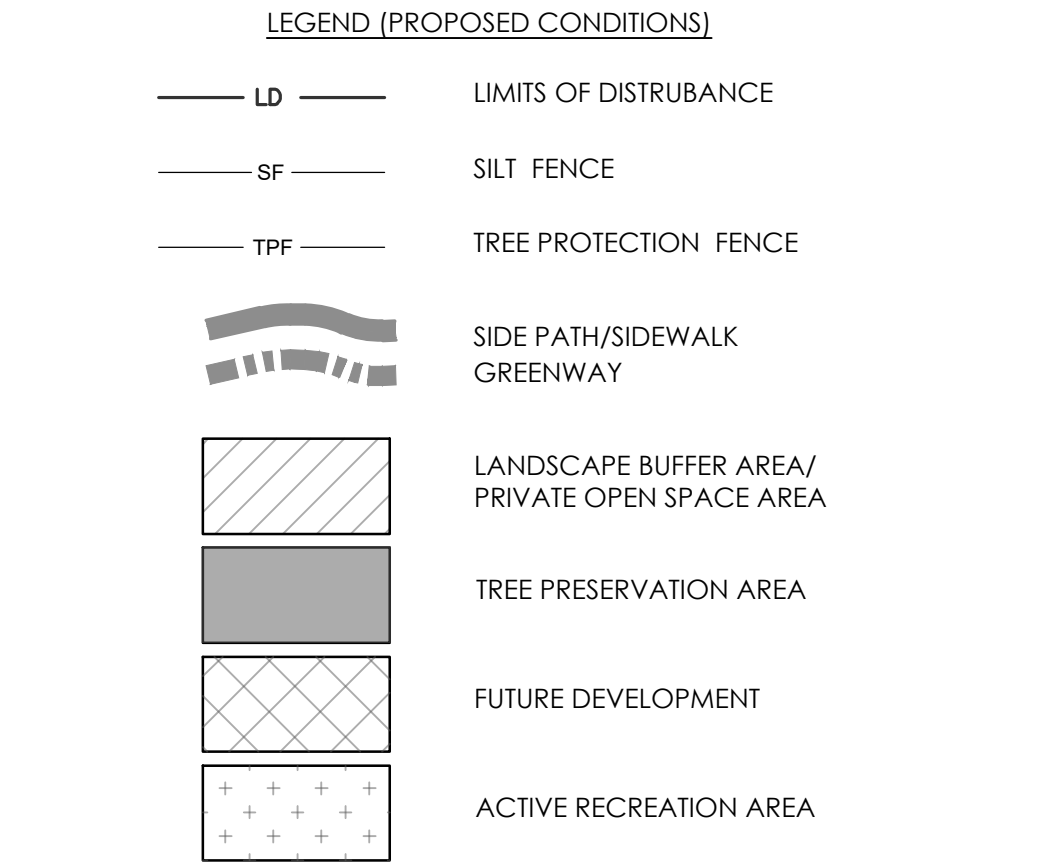
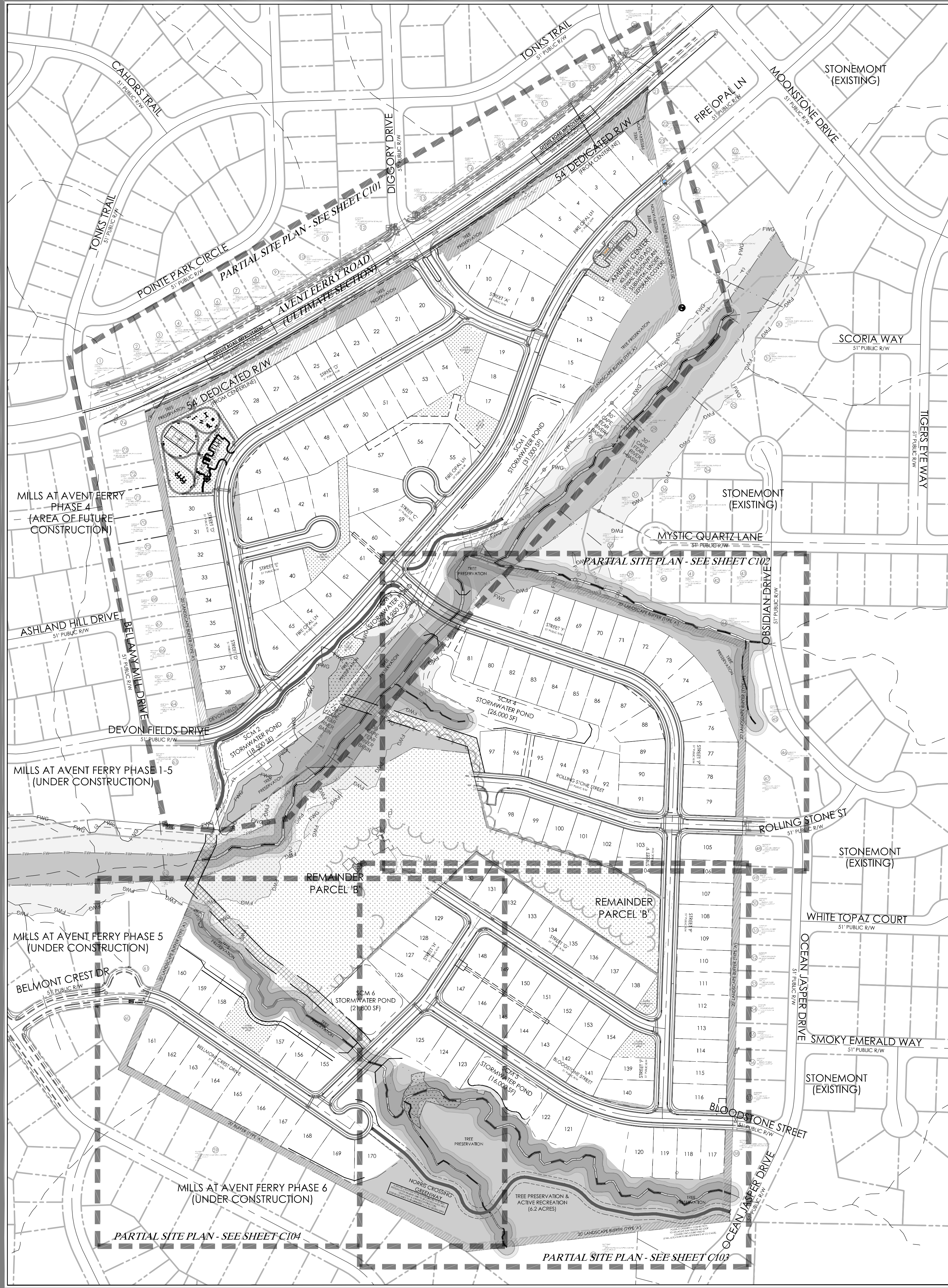
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200402

date:
JUNE 3, 2022

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FS JR

scale:
As Noted

sheet:
C007



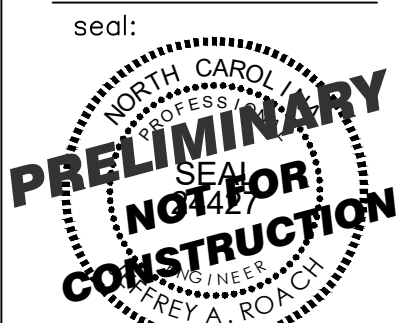
- SITE NOTES:
- ACTIVE RECREATIONAL AREAS: AT LEAST 15% OF THE REQUIRED ACTIVE RECREATIONAL AREAS SHALL INCLUDE TOT LOT ELEMENTS (I.E., AREAS EQUIPPED WITH IMAGINATIVE PLAY APPARATUS ORIENTED TO CHILDREN AS WELL AS SEATING ACCOMMODATIONS FOR ADULTS).
 - OPEN SPACE AREAS: A TYPE A PERIMETER BUFFER IS REQUIRED AROUND ALL OPEN SPACE AREAS EXCEPT TREE PRESERVATION AREAS, PARKWAYS AND GREENBELTS. THIS INFORMATION MAY BE PROVIDED WITH DETAILED OPEN SPACE PLANS THAT ARE INDICATED WILL BE PROVIDED UNDER SEPARATE COVER.
 - FINISHED SIDE OF INSTALLED PRIVACY FENCE SHALL FACE ADJACENT PROPERTIES.
 - EMERGENCY VEHICLE ACCESS SHALL BE MAINTAINED DURING CONSTRUCTION. CONSTRUCTION VEHICLE PARKING LIMITED TO ONE SIDE OF THE ROAD (OPPOSITE OF HYDRANTS). SIGNS INDICATING "NO CONSTRUCTION VEHICLES THIS SIDE OF STREET" POSTED IN ENGLISH AND SPANISH.
 - TEMPORARY STREET SIGNS ARE REQUIRED ONCE THE FIRST LIFT ASPHALT IS PASSABLE BY VEHICLES.
 - PROPOSED DESIGN SPEED IS 25 MPH. SPEED LIMIT TO BE POSTED IS 25 MPH.
 - "PUBLIC SIDEWALK EASEMENT" IS DEFINED AS PUBLIC SIDEWALK WITH CONTINUITY ALONG PUBLIC STREETS WHERE IT RUNS OUTSIDE OF PUBLIC ROW (AROUND PARKING OR OTHER PUBLIC IMPROVEMENTS).
 - "PUBLIC ACCESS EASEMENT (HOA MAINTAINED)" IS DEFINED AS SIDEWALK CONNECTIONS TO A PUBLIC RIGHT OF WAY OUTSIDE OF THE TYPICAL ROADWAY SECTION.
 - "PUBLIC PARKING (HOA MAINTAINED)" IS DEFINED AS ON-STREET OR PARKING ALONG THE STREET.

HOLLY SPRING MONUMENT CONTROL: HOLLEMAN AZ MK					
SITE INFORMATION:					
Property Owner/Site Address	PIN	REID	Map Number	Deeded Acreage	Deed Book/Plat Book & Page
Olive Family Land Company, LLC Carla O. Trepper 9016 Barker Rd New Hill, 27562-9172	0638-82-4248	0004033	0638 04	10.43	DB 008748 PG 00374
2MM LLC Selva Mohan 109 Oxyard Way Cary, NC 27519	0638-81-0828	0021750	0638 04	8.20	DB 017095 PG 01820
Macon, Mary Hare 315 Brook Lane Newport, NC 28570	0638-71-6449	0182472	0638 04	14.71	DB 002322 PG 00349
Macon, Katherine Johnson PO Box 370 Atlantic Beach, NC 28512	0638-81-0828	0094223	0638 04	15.31	DB 013089 PG 01209
Macon, Mary Hare 315 Brook Lane Newport, NC 28570	0638-80-2381	0028331	0638 04	21.21	DB 002322 PG 00349
Macon, Stephen 2305 Avent Ferry Rd Holly Springs, NC 27540	0638-70-7772	0094249	0638 04	14.17 3.50 & 1.05 rezoned	DB 002334 PG 00164
Total Deeded Acreage:				84.03 acres (74.41 acres rezoned)	
Total Development Area:				72.21 acres	
Previous Zoning: R30 - Low Density Residential					
Current Zoning: SR (Suburban Residential) zoning approval was for R10 CZ - (Residential - Conditional Zoning)					
Future Land Use Map: Residential Neighborhood					
Existing Use: Single Family					
Proposed Uses: Single Family					
Township: Holly Springs					
Flood Zone Information: Firm Panel 3720062800K dated July 19, 2022 does show the presence of flood zones on the properties					
Watershed Information: Primary Watershed Protection Overlay District, Buckhorn Creek, Cape Fear River Basin.					
Historical: Per the NC SHPO, no historical structures are located within the project boundary.					
Annexation: Annexation #xxx (Annexation submitted as part of Development Application))					
Proposed Project Density: 2.33 units/acre (Maximum Density 2.33 DU/acre (173 DU maximum))					
Maximum Number of Lots: 173 Lots (per zoning) No more than 45% of the lots shall be less than 8,000 sf No less than 20% of the lots shall be greater than 10,000 sf					
Building Setbacks:					
Front:		20 ft *			
Rear:		25 ft			
Side:		10 ft min. (20' Total)			
Side (Corner Lot):		20 ft			
* A 25' driveway must be provided from the R/W for any home with a two car garage					
Lots: 170 lots (171 lots post flood plain evaluation - CD stage)					
Zoning lot standards: 35 lots > 10,000 sf (20.5%) 73 lots < 8,000 sf (42.9%)					
Minimum Lot Area: 7,500 sqft					
Minimum Lot Width: 60 ft					
Minimum lot Depth: 100 ft					
Maximum building height: 35 ft					
Maximum Lot Impervious: 4,000 sqft/Lot					
Open Space and Conservation: 72.21 acres total development					
Requirements:					
Tree Preservation Area		14.44 acres (20%)			
Active Recreation Area		3.61 acres (5%)			
Flexible Space		3.61 acres (5%)			
Provided					
Tree Preservation Area		14.44 acres (20%)			
Active Recreation Area		3.73 acres (5.1%)			
Flexible Space		3.55 acres (includes SCMs and additional Tree Preservation Areas)			
Parking Requirements:					
Single Family Parking:		2 spaces/lot x 170 lots = 340 Spaces			
Single Family parking provided by driveway and garage (min 2 spaces/DU)					
Sewer Capacity: 43,350 GPD = 170 homes @ 255 GPD (average daily flow per Town of Holly Springs standards) **Sewer Capacity Study completed by Diehl & Phillips in November 2020 with sufficient downstream sewer capacity					



NC License #P-0673

project:
NORRIS CROSSING
2205 AVENT FERRY ROAD
HOLLY SPRINGS, NORTH CAROLINA 27540



DATE	BY	REVISION
JUNE 28, 2023	CS	TOWN OF HOLLY SPRINGS - 1ST DEVELOPMENT PETITION REVIEW
SEPT 02, 2022	FS	TOWN OF HOLLY SPRINGS - 2ND DEVELOPMENT PETITION REVIEW
OCTOBER 5, 2022	FS	TOWN OF HOLLY SPRINGS - 3RD DEVELOPMENT PETITION REVIEW
NOVEMBER 23, 2022	FS	TOWN OF HOLLY SPRINGS - 4TH DEVELOPMENT PETITION REVIEW

title:

**OVERALL
SITE
PLAN**

proj #:

200402

date:

JUNE 3, 2022

dwg by: chkd by:

FS JR

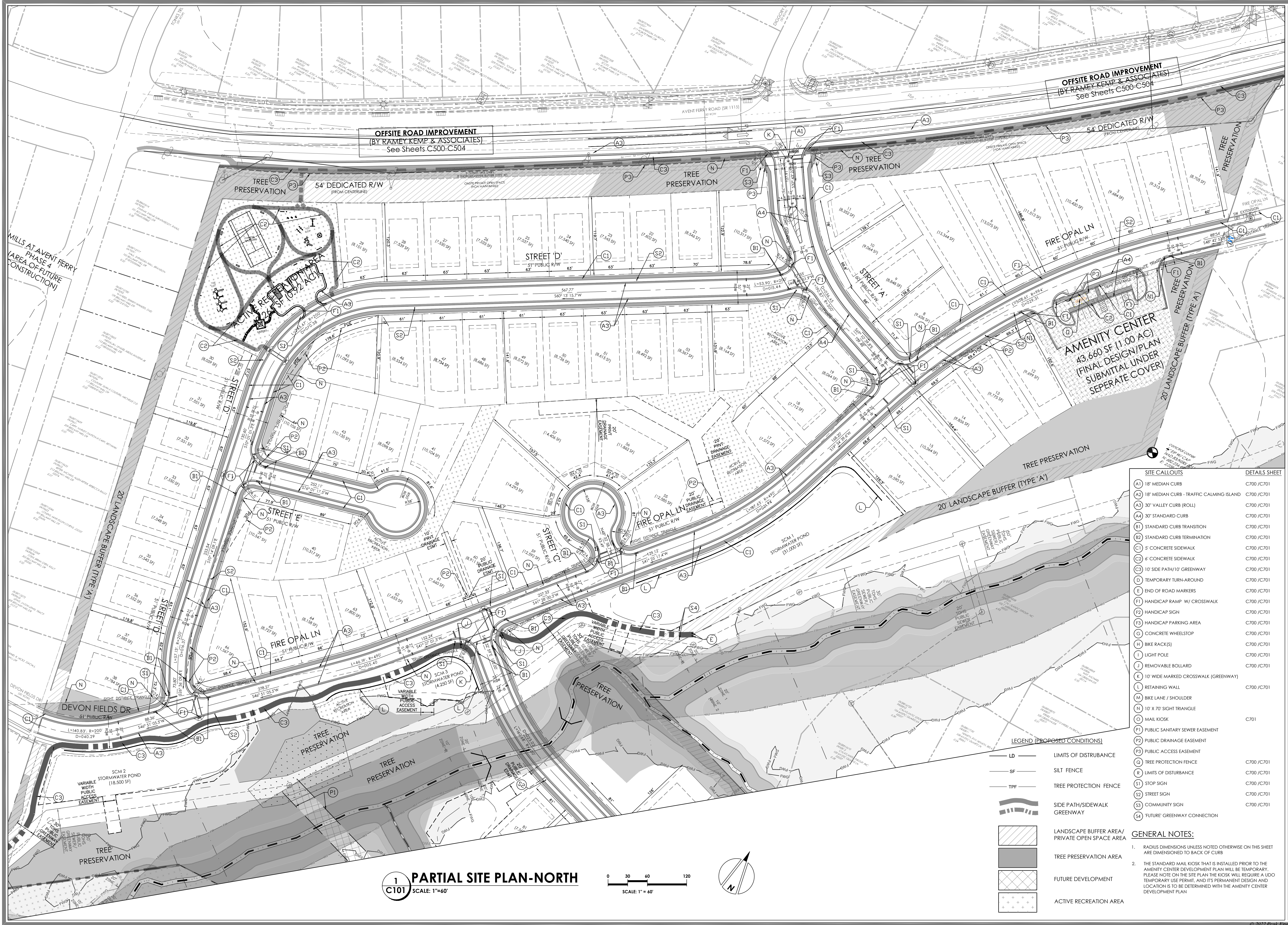
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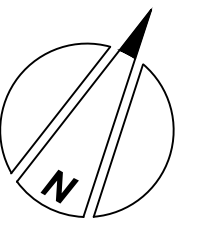
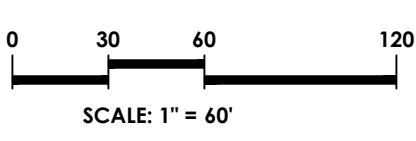
sheet:

C100

(DEVELOPMENT PETITION)



1 PARTIAL SITE PLAN-NORTH
SCALE: 1"=60'



SITE CALLOUTS		DETAILS SHEET	
A1	18" MEDIAN CURB	C700 /C701	
A2	18" MEDIAN CURB - TRAFFIC CALMING ISLAND	C700 /C701	
A3	30" VALLEY CURB (ROLL)	C700 /C701	
A4	30" STANDARD CURB	C700 /C701	
B1	STANDARD CURB TRANSITION	C700 /C701	
B2	STANDARD CURB TERMINATION	C700 /C701	
C1	5' CONCRETE SIDEWALK	C700 /C701	
C2	6' CONCRETE SIDEWALK	C700 /C701	
C3	10' SIDE PATH/10' GREENWAY	C700 /C701	
D	TEMPORARY TURN-AROUND	C700 /C701	
E	END OF ROAD MARKERS	C700 /C701	
F1	HANDICAP RAMP W/ CROSSWALK	C700 /C701	
F2	HANDICAP SIGN	C700 /C701	
F3	HANDICAP PARKING AREA	C700 /C701	
G	CONCRETE WHEELSTOP	C700 /C701	
H	BIKE RACK(S)	C700 /C701	
I	LIGHT POLE	C700 /C701	
J	REMOVABLE BOLLARD	C700 /C701	
K	10' WIDE MARKED CROSSWALK (GREENWAY)		
L	RETAINING WALL	C700 /C701	
M	BIKE LANE / SHOULDER		
N	10' X 70' SIGHT TRIANGLE		
O	MAIL KIOSK	C701	
P1	PUBLIC SANITARY SEWER EASEMENT		
P2	PUBLIC DRAINAGE EASEMENT		
P3	PUBLIC ACCESS EASEMENT		
Q	TREE PROTECTION FENCE	C700 /C701	
R	LIMITS OF DISTURBANCE	C700 /C701	
S1	STOP SIGN	C700 /C701	
S2	STREET SIGN	C700 /C701	
S3	COMMUNITY SIGN	C700 /C701	
S4	'FUTURE' GREENWAY CONNECTION		

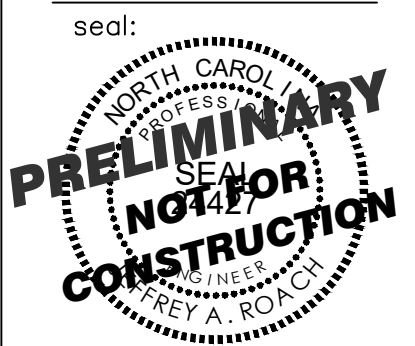
LEGEND (PROPOSED CONDITIONS)

- LD LIMITS OF DISTURBANCE
- SF SILT FENCE
- TPF TREE PROTECTION FENCE
- SIDE PATH/SIDEWALK GREENWAY
- LANDSCAPE BUFFER AREA/ PRIVATE OPEN SPACE AREA
- TREE PRESERVATION AREA
- FUTURE DEVELOPMENT
- ACTIVE RECREATION AREA

GENERAL NOTES:
1. RADIUS DIMENSIONS UNLESS NOTED OTHERWISE ON THIS SHEET ARE DIMENSIONED TO BACK OF CURB
2. THE STANDARD MAIL KIOSK THAT IS INSTALLED PRIOR TO THE AMENITY CENTER DEVELOPMENT PLAN WILL BE TEMPORARY. PLEASE NOTE ON THE SITE PLAN THE KIOSK WILL REQUIRE A UDO TEMPORARY USE PERMIT, AND ITS PERMANENT DESIGN AND LOCATION IS TO BE DETERMINED WITH THE AMENITY CENTER DEVELOPMENT PLAN

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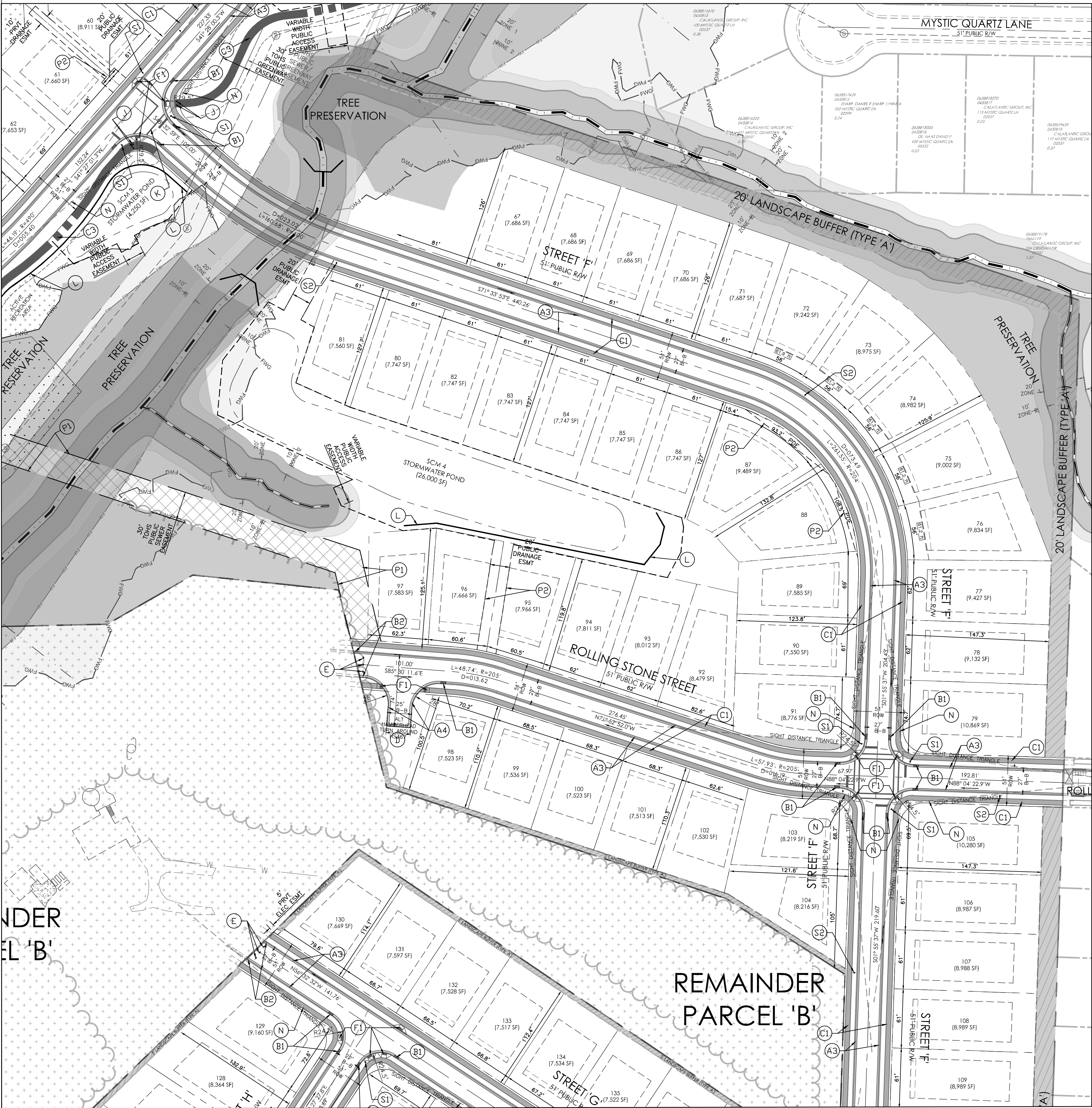
project:
NORRIS CROSSING
2205 AVENT FERRY ROAD
HOLLY SPRINGS TOWNSHIP
NORTH CAROLINA 27540



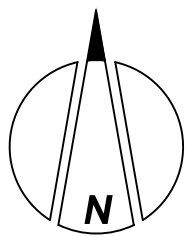
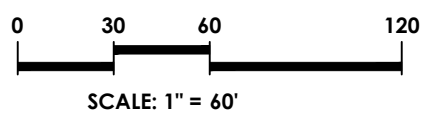
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1	DATE 20. 2022	DATE 20. 2022	DATE 20. 2022
2	DATE 20. 2022	DATE 20. 2022	DATE 20. 2022
3	DATE 20. 2022	DATE 20. 2022	DATE 20. 2022
4	DATE 20. 2022	DATE 20. 2022	DATE 20. 2022

title:
PARTIAL SITE PLAN NORTH

proj #:
200402
date:
JUNE 3, 2022
dwg by: chkd by:
FS JR
scale:
As Noted
sheet:
C101
(DEVELOPMENT PETITION)



1 **PARTIAL SITE PLAN-EAST**
C102 SCALE: 1"=60'



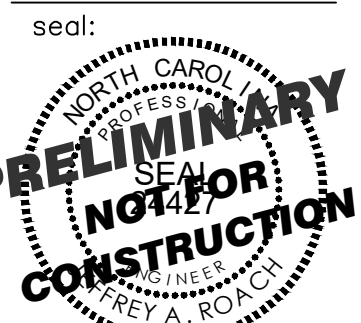
LEGEND (PROPOSED CONDITIONS)	
	LD LIMITS OF DISTURBANCE
	SF SILT FENCE
	TPF TREE PROTECTION FENCE
	SIDE PATH/SIDEWALK GREENWAY
	LANDSCAPE BUFFER AREA/ PRIVATE OPEN SPACE AREA
	TREE PRESERVATION AREA
	FUTURE DEVELOPMENT
	ACTIVE RECREATION AREA

SITE CALLOUTS		DETAILS SHEET
(A1)	18" MEDIAN CURB	C700 /C701
(A2)	18" MEDIAN CURB - TRAFFIC CALMING ISLAND	C700 /C701
(A3)	30" VALLEY CURB (ROLL)	C700 /C701
(A4)	30" STANDARD CURB	C700 /C701
(B1)	STANDARD CURB TRANSITION	C700 /C701
(B2)	STANDARD CURB TERMINATION	C700 /C701
(C1)	5' CONCRETE SIDEWALK	C700 /C701
(C2)	6' CONCRETE SIDEWALK	C700 /C701
(C3)	10' SIDE PATH/10' GREENWAY	C700 /C701
(D)	TEMPORARY TURN-AROUND	C700 /C701
(E)	END OF ROAD MARKERS	C700 /C701
(F1)	HANDICAP RAMP W/ CROSSWALK	C700 /C701
(F2)	HANDICAP SIGN	C700 /C701
(F3)	HANDICAP PARKING AREA	C700 /C701
(G)	CONCRETE WHEELSTOP	C700 /C701
(H)	BIKE RACK(S)	C700 /C701
(I)	LIGHT POLE	C700 /C701
(J)	REMOVABLE BOLLARD	C700 /C701
(K)	10' WIDE MARKED CROSSWALK (GREENWAY)	C700 /C701
(L)	RETAINING WALL	C700 /C701
(M)	BIKE LANE / SHOULDER	
(N)	10' X 70' SIGHT TRIANGLE	
(O)	MAIL KIOSK	C701
(P1)	PUBLIC SANITARY SEWER EASEMENT	
(P2)	PUBLIC DRAINAGE EASEMENT	
(P3)	PUBLIC ACCESS EASEMENT	
(Q)	TREE PROTECTION FENCE	C700 /C701
(R)	LIMITS OF DISTURBANCE	C700 /C701
(S1)	STOP SIGN	C700 /C701
(S2)	STREET SIGN	C700 /C701
(S3)	COMMUNITY SIGN	C700 /C701
(S4)	'FUTURE' GREENWAY CONNECTION	

GENERAL NOTES:
1. RADIUS DIMENSIONS UNLESS NOTED OTHERWISE ON THIS SHEET ARE DIMENSIONED TO BACK OF CURB

NC License #P-0673

Project:
NORRIS CROSSING
2205 AVENT FERRY ROAD
HOLLY SPRINGS TOWNSHIP
NORTH CAROLINA 27540



REVISION		DATE	BY
1	JUNE 28, 2022	TOWN OF HOLLY SPRINGS - 1ST DEVELOPMENT PETITION REVIEW	FS
2	SEPT 02, 2022	TOWN OF HOLLY SPRINGS - 2ND DEVELOPMENT PETITION REVIEW	FS
3	OCTOBER 5, 2022	TOWN OF HOLLY SPRINGS - 3RD DEVELOPMENT PETITION REVIEW	FS
4	November 23, 2022	TOWN OF HOLLY SPRINGS - 4TH DEVELOPMENT PETITION REVIEW	FS

title:
PARTIAL SITE PLAN EAST

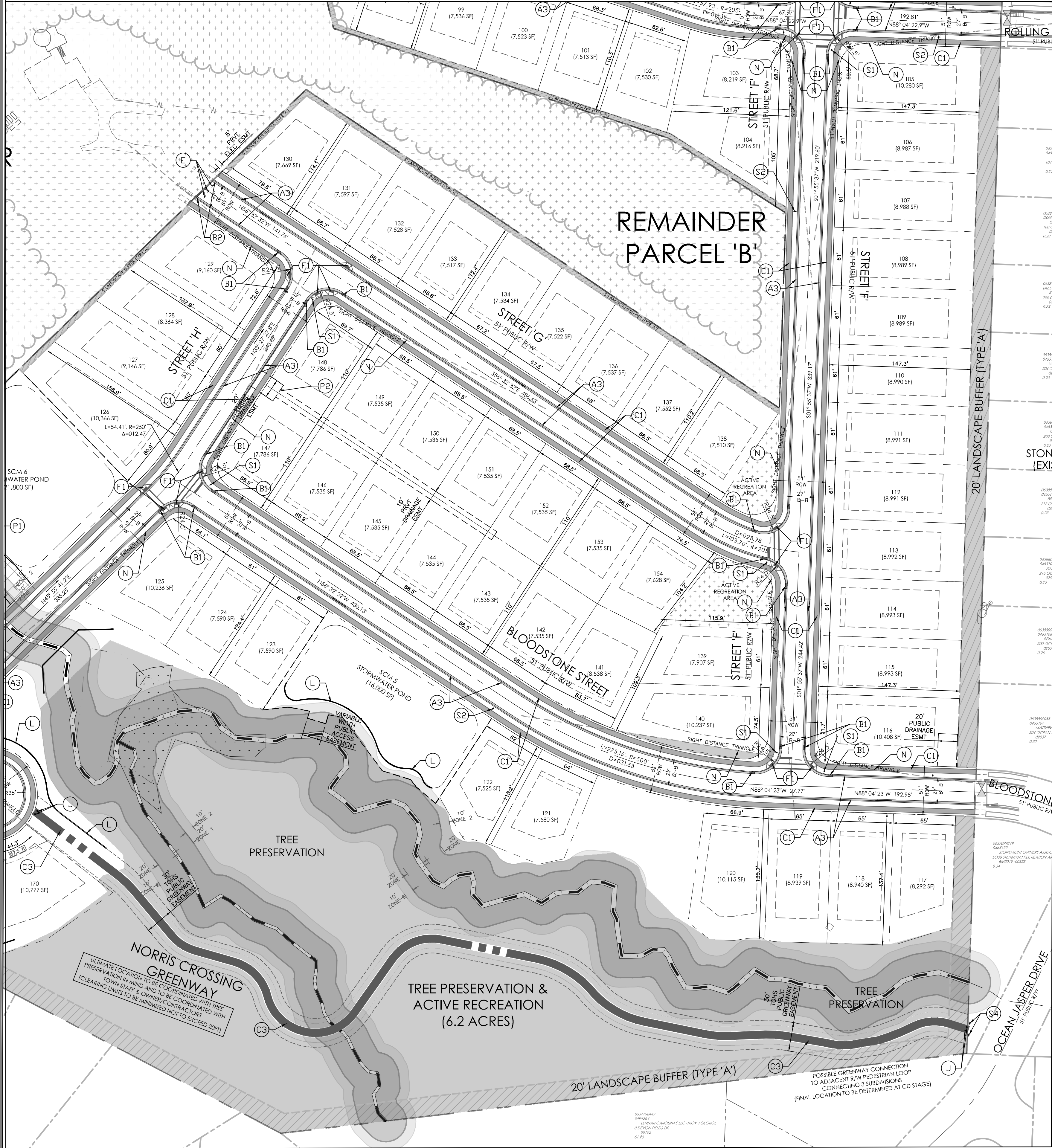
proj #:
200402

date:
JUNE 3, 2022

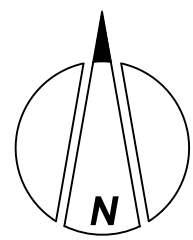
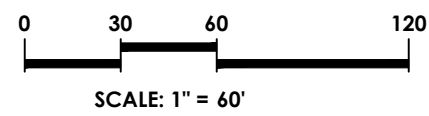
dwg by: chkd by:
FS JR

scale:
As Noted

sheet:
C102
(DEVELOPMENT PETITION)



1
C103
PARTIAL SITE PLAN-SOUTH
SCALE: 1"=60'



LEGEND (PROPOSED CONDITIONS)	
	LD LIMITS OF DISTURBANCE
	SF SILT FENCE
	TPF TREE PROTECTION FENCE
	SIDE PATH/SIDEWALK GREENWAY
	LANDSCAPE BUFFER AREA/ PRIVATE OPEN SPACE AREA
	TREE PRESERVATION AREA
	FUTURE DEVELOPMENT
	ACTIVE RECREATION AREA

SITE CALLOUTS		DETAILS SHEET
(A1)	18" MEDIAN CURB	C700 /C701
(A2)	18" MEDIAN CURB - TRAFFIC CALMING ISLAND	C700 /C701
(A3)	30" VALLEY CURB (ROLL)	C700 /C701
(A4)	30" STANDARD CURB	C700 /C701
(B1)	STANDARD CURB TRANSITION	C700 /C701
(B2)	STANDARD CURB TERMINATION	C700 /C701
(C1)	5' CONCRETE SIDEWALK	C700 /C701
(C2)	6' CONCRETE SIDEWALK	C700 /C701
(C3)	10' SIDE PATH/10' GREENWAY	C700 /C701
(D)	TEMPORARY TURN-AROUND	C700 /C701
(E)	END OF ROAD MARKERS	C700 /C701
(F1)	HANDICAP RAMP W/ CROSSWALK	C700 /C701
(F2)	HANDICAP SIGN	C700 /C701
(F3)	HANDICAP PARKING AREA	C700 /C701
(G)	CONCRETE WHEELSTOP	C700 /C701
(H)	BIKE RACK(S)	C700 /C701
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(K)	10' WIDE MARKED CROSSWALK (GREENWAY)	C700 /C701
(L)	RETAINING WALL	C700 /C701
(M)	BIKE LANE / SHOULDER	
(N)	10' X 70' SIGHT TRIANGLE	
(O)	MAIL KIOSK	C701
(P1)	PUBLIC SANITARY SEWER EASEMENT	
(P2)	PUBLIC DRAINAGE EASEMENT	
(P3)	PUBLIC ACCESS EASEMENT	
(Q)	TREE PROTECTION FENCE	C700 /C701
(R)	LIMITS OF DISTURBANCE	C700 /C701
(S1)	STOP SIGN	C700 /C701
(S2)	STREET SIGN	C700 /C701
(S3)	COMMUNITY SIGN	C700 /C701
(S4)	FUTURE GREENWAY CONNECTION	

- GENERAL NOTES:**
- RADIUS DIMENSIONS UNLESS NOTED OTHERWISE ON THIS SHEET ARE DIMENSIONED TO BACK OF CURB
 - NORRIS CROSSING GREENWAY: ULTIMATE LOCATION TO BE COORDINATED WITH TREE PRESERVATION IN MIND AND TO BE COORDINATED WITH TOWN STAFF & OWNER/CONTRACTORS (CLEARING LIMITS TO BE MINIMIZED NOT TO EXCEED 20FT)

NC License #P-0673

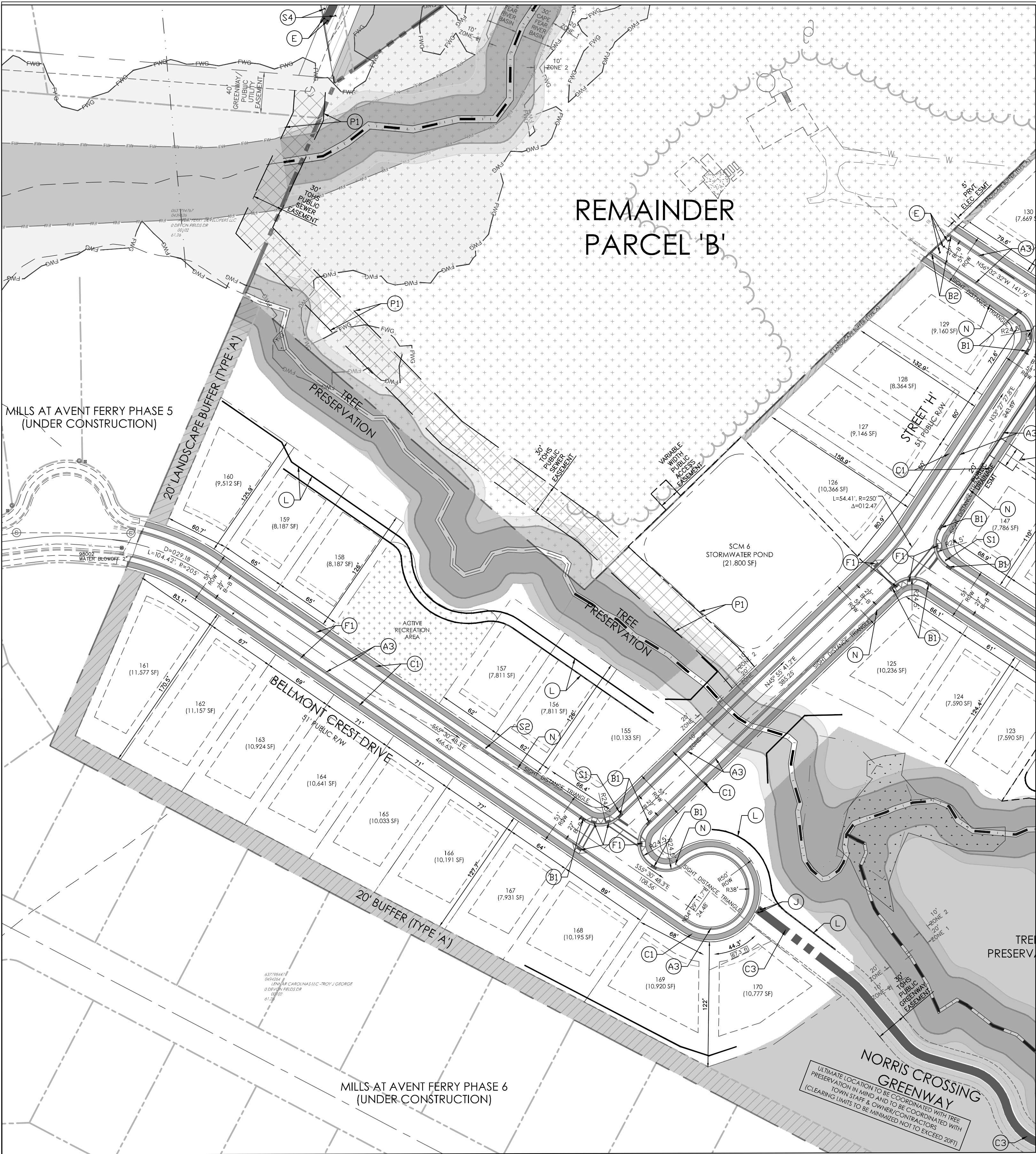
Project:
NORRIS CROSSING
2205 AVENT FERRY ROAD
HOLLY SPRINGS TOWNSHIP
NORTH CAROLINA 27540

seal:
PRELIMINARY
NOT FOR
CONSTRUCTION

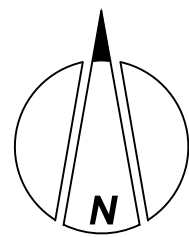
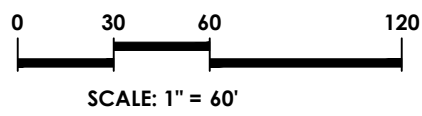
REVISION		DATE
1	TOWN OF HOLLY SPRINGS - 1ST DEVELOPMENT PETITION BOARD	FS
2	TOWN OF HOLLY SPRINGS - 2ND DEVELOPMENT PETITION BOARD	FS
3	TOWN OF HOLLY SPRINGS - 3RD DEVELOPMENT PETITION BOARD	FS
4	TOWN OF HOLLY SPRINGS - 4TH DEVELOPMENT PETITION BOARD	FS

title:
PARTIAL
SITE PLAN
SOUTH

proj #:
200402
date:
JUNE 3, 2022
dwg by: chkd by:
FS JR
scale:
As Noted
sheet:
C103



1
C104 **PARTIAL SITE PLAN-WEST**
SCALE: 1"=60'



LEGEND (PROPOSED CONDITIONS)

- LD** LIMITS OF DISTURBANCE
- SF** SILT FENCE
- TPF** TREE PROTECTION FENCE
- SIDE PATH/SIDEWALK GREENWAY**
- LANDSCAPE BUFFER AREA/ PRIVATE OPEN SPACE AREA**
- TREE PRESERVATION AREA**
- FUTURE DEVELOPMENT**
- ACTIVE RECREATION AREA**

SITE CALLOUTS

- A1** 18" MEDIAN CURB
- A2** 18" MEDIAN CURB - TRAFFIC CALMING ISLAND
- A3** 30" VALLEY CURB (ROLL)
- A4** 30" STANDARD CURB
- B1** STANDARD CURB TRANSITION
- B2** STANDARD CURB TERMINATION
- C1** 5' CONCRETE SIDEWALK
- C2** 6' CONCRETE SIDEWALK
- C3** 10' SIDE PATH/10' GREENWAY
- D** TEMPORARY TURN-AROUND
- E** END OF ROAD MARKERS
- F1** HANDICAP RAMP W/ CROSSWALK
- F2** HANDICAP SIGN
- F3** HANDICAP PARKING AREA
- G** CONCRETE WHEELSTOP
- H** BIKE RACK(S)
- I** LIGHT POLE
- J** REMOVABLE BOLLARD
- K** 10' WIDE MARKED CROSSWALK (GREENWAY)
- L** RETAINING WALL
- M** BIKE LANE / SHOULDER
- N** 10' X 70' SIGHT TRIANGLE
- O** MAIL KIOSK
- P1** PUBLIC SANITARY SEWER EASEMENT
- P2** PUBLIC DRAINAGE EASEMENT
- P3** PUBLIC ACCESS EASEMENT
- Q** TREE PROTECTION FENCE
- R** LIMITS OF DISTURBANCE
- S1** STOP SIGN
- S2** STREET SIGN
- S3** COMMUNITY SIGN
- S4** 'FUTURE' GREENWAY CONNECTION

GENERAL NOTES:

- RADIUS DIMENSIONS UNLESS NOTED OTHERWISE ON THIS SHEET ARE DIMENSIONED TO BACK OF CURB
- NORRIS CROSSING GREENWAY: ULTIMATE LOCATION TO BE COORDINATED WITH TREE PRESERVATION IN MIND AND TO BE COORDINATED WITH TOWN STAFF & OWNER/CONTRACTORS (CLEARING LIMITS TO BE MINIMIZED NOT TO EXCEED 20FT)

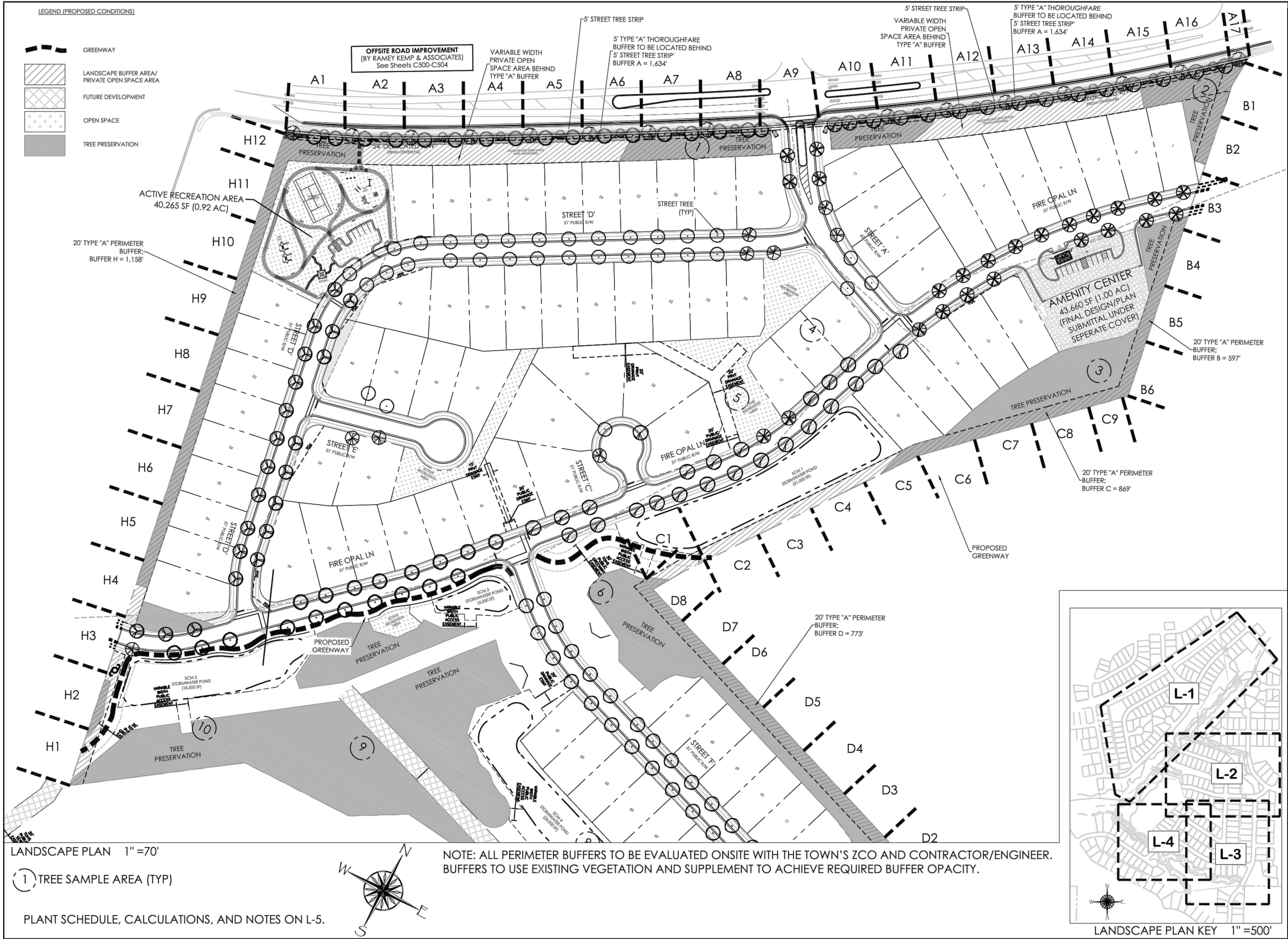
Project:
NORRIS CROSSING
2205 AVENT FERRY ROAD
HOLLY SPRINGS TOWNSHIP
HOLLY SPRINGS, NORTH CAROLINA 27540



No.	DATE	REVISION			
		BY	FS	FS	ES
1	JUNE 20, 2023	TOWN OF HOLLY SPRINGS - 1ST DEVELOPMENT PETITION REVIEW			
2	SEPT 12, 2023	TOWN OF HOLLY SPRINGS - 2ND DEVELOPMENT PETITION REVIEW			
3	OCTOBER 5, 2023	TOWN OF HOLLY SPRINGS - 3RD DEVELOPMENT PETITION REVIEW			
4	November 21, 2023	TOWN OF HOLLY SPRINGS - 4TH DEVELOPMENT PETITION REVIEW			

title:
PARTIAL
SITE PLAN
WEST

proj #:
200402
date:
JUNE 3, 2022
dwg by: chkd by:
FS JR
scale:
As Noted
sheet:
C104
(DEVELOPMENT PETITION)



REVISIONS:

8/11/2022	
9/16/2022	
11/10/2022	

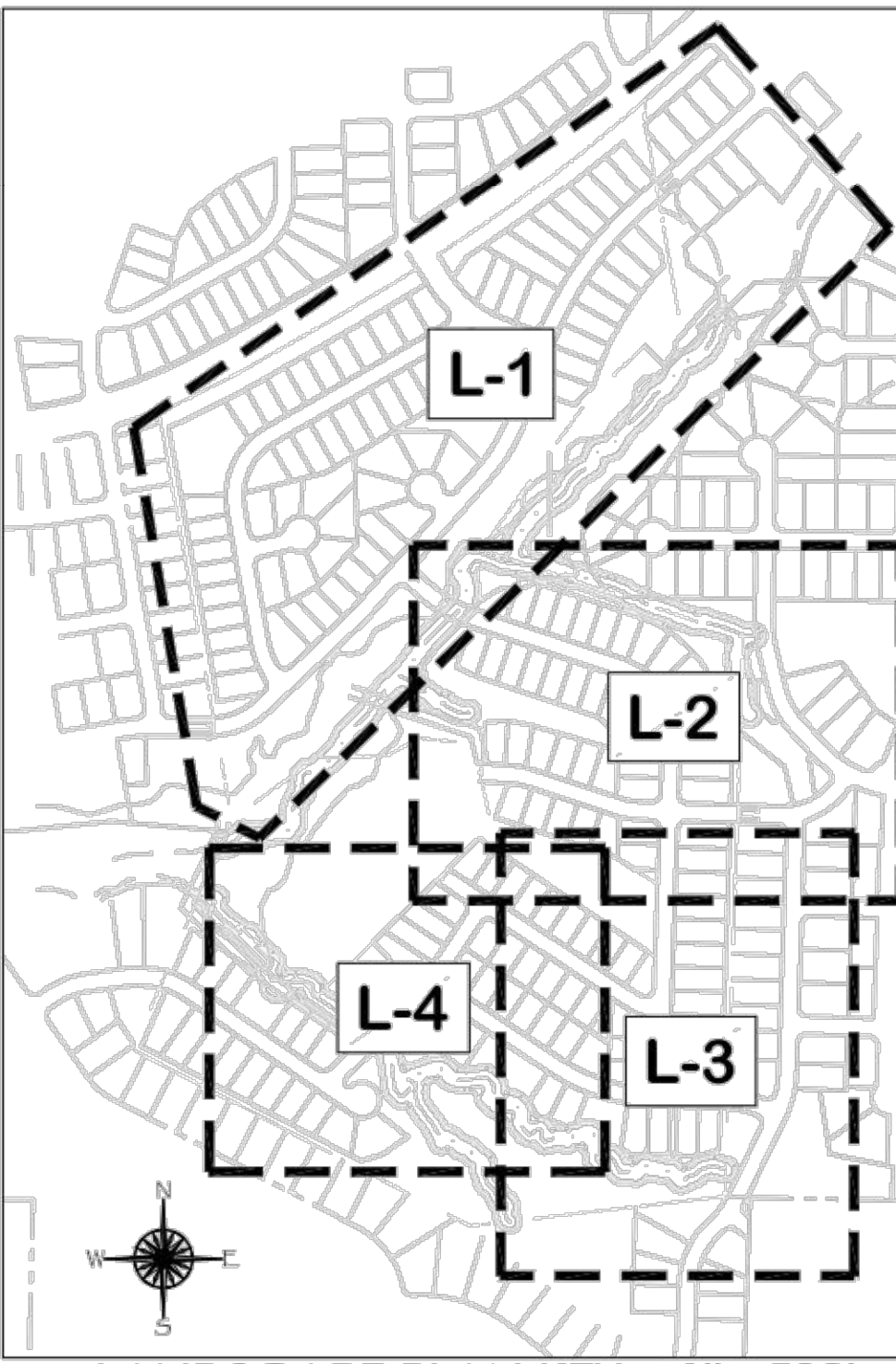
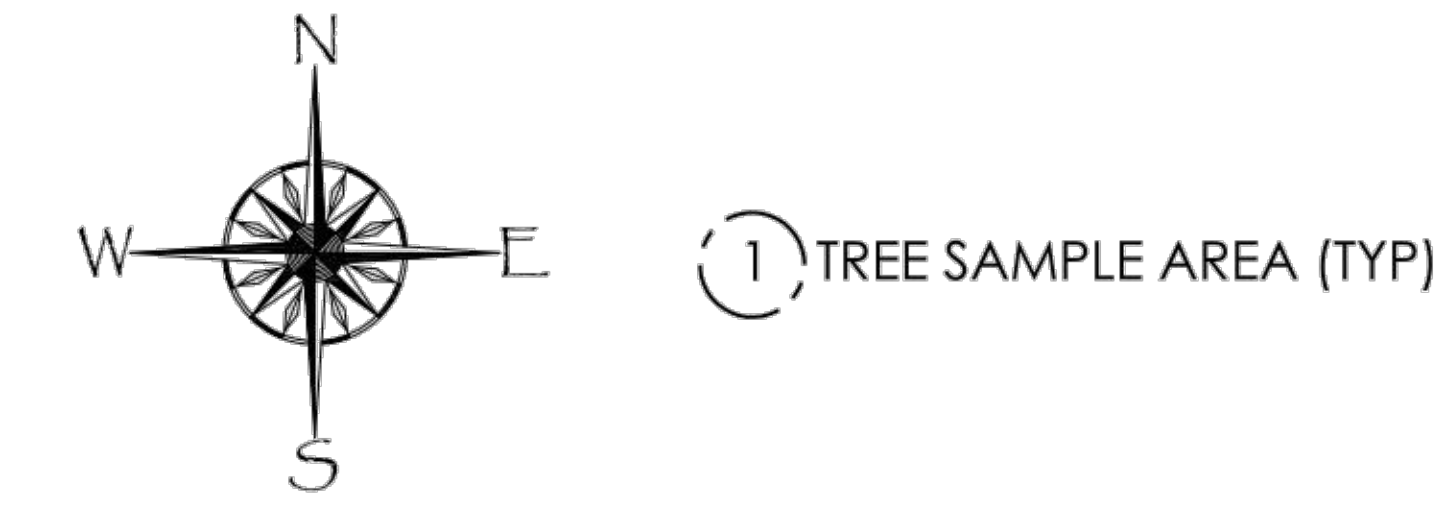


LEGEND (PROPOSED CONDITIONS)

- GREENWAY
- LANDSCAPE BUFFER AREA/
PRIVATE OPEN SPACE AREA
- FUTURE DEVELOPMENT
- OPEN SPACE
- TREE PRESERVATION

LANDSCAPE PLAN 1"=60'

NOTE: ALL PERIMETER BUFFERS TO BE EVALUATED ONSITE WITH THE TOWN'S ZCO AND CONTRACTOR/ENGINEER. BUFFERS TO USE EXISTING VEGETATION AND SUPPLEMENT TO ACHIEVE REQUIRED BUFFER OPACITY.



LANDSCAPE PLAN KEY 1"=500'

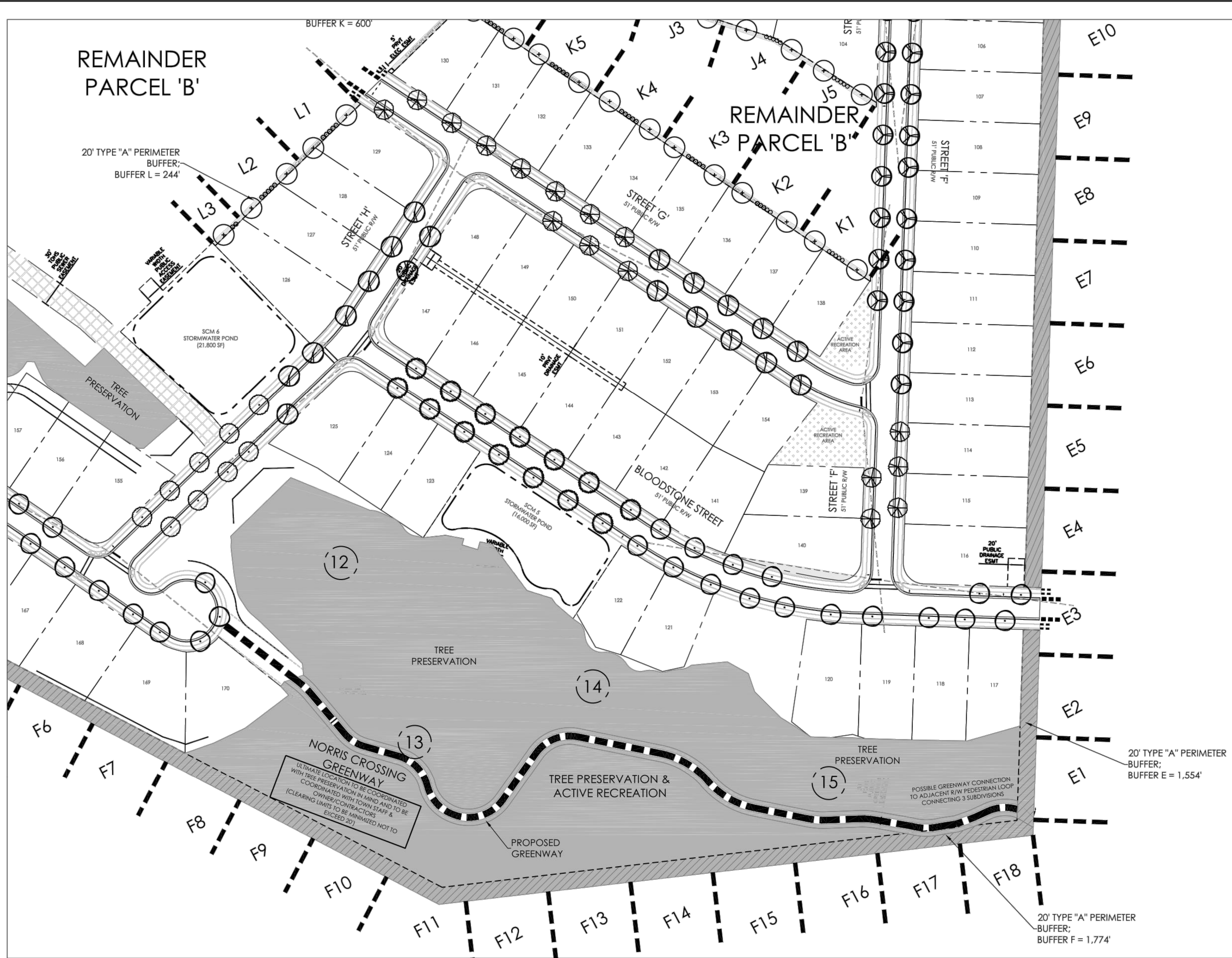


REVISIONS:

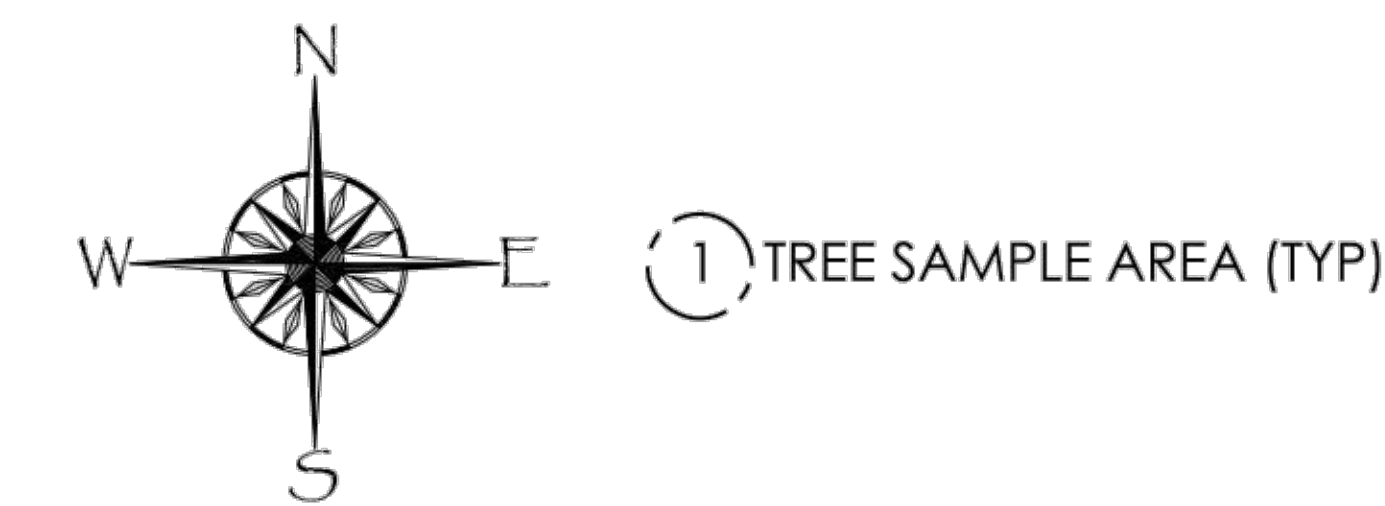
8/11/2022	
9/16/2022	
11/10/2022	

LANDSCAPE PLAN
NORRIS CROSSING
Avent Ferry Road
Holly Springs, NC

SCALE:
AS NOTED
DRAWN BY:
PMP
PROJECT #
22086
DATE:
5-13-2022
SHEET
L-2
OF

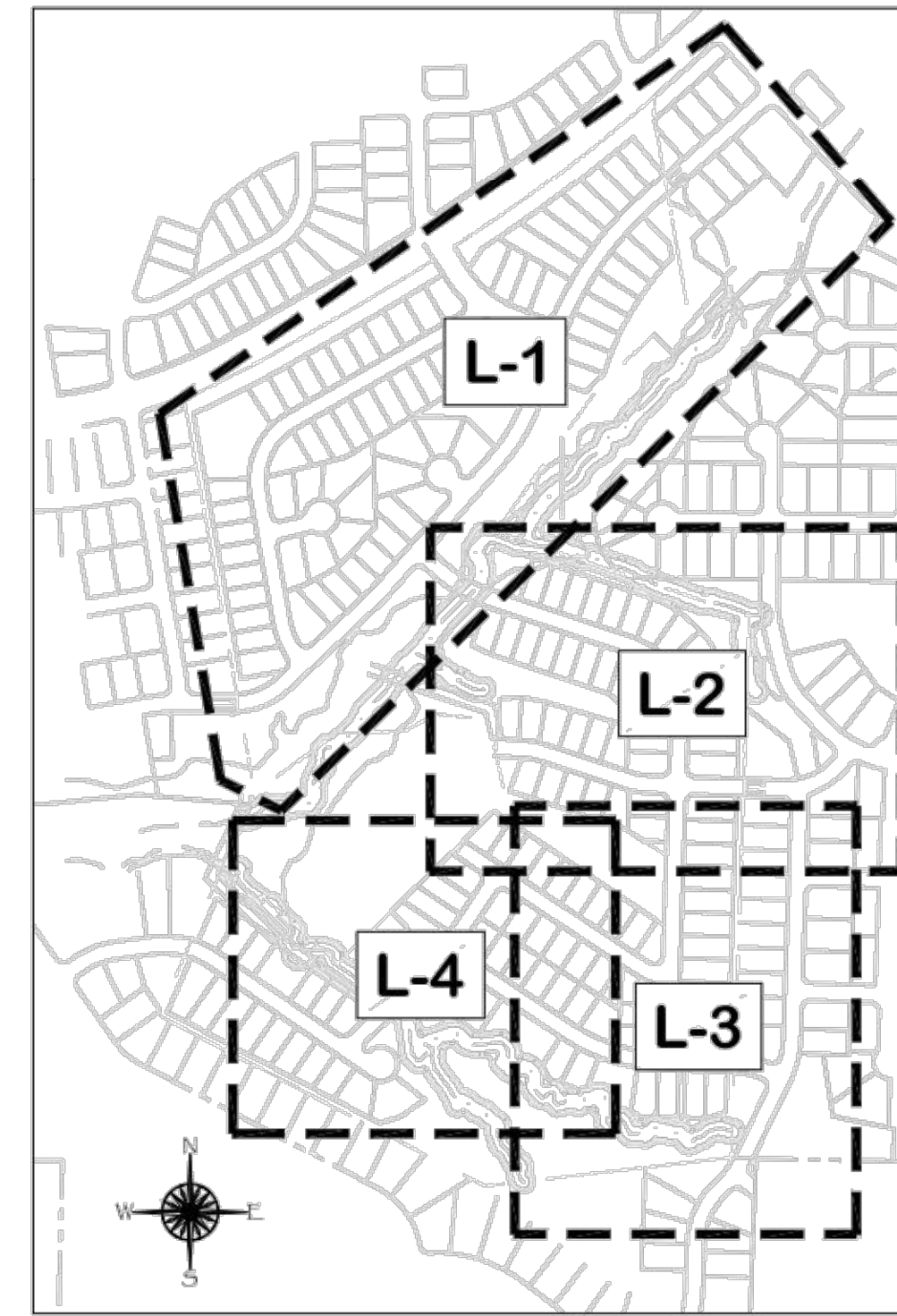


LANDSCAPE PLAN 1"=60'



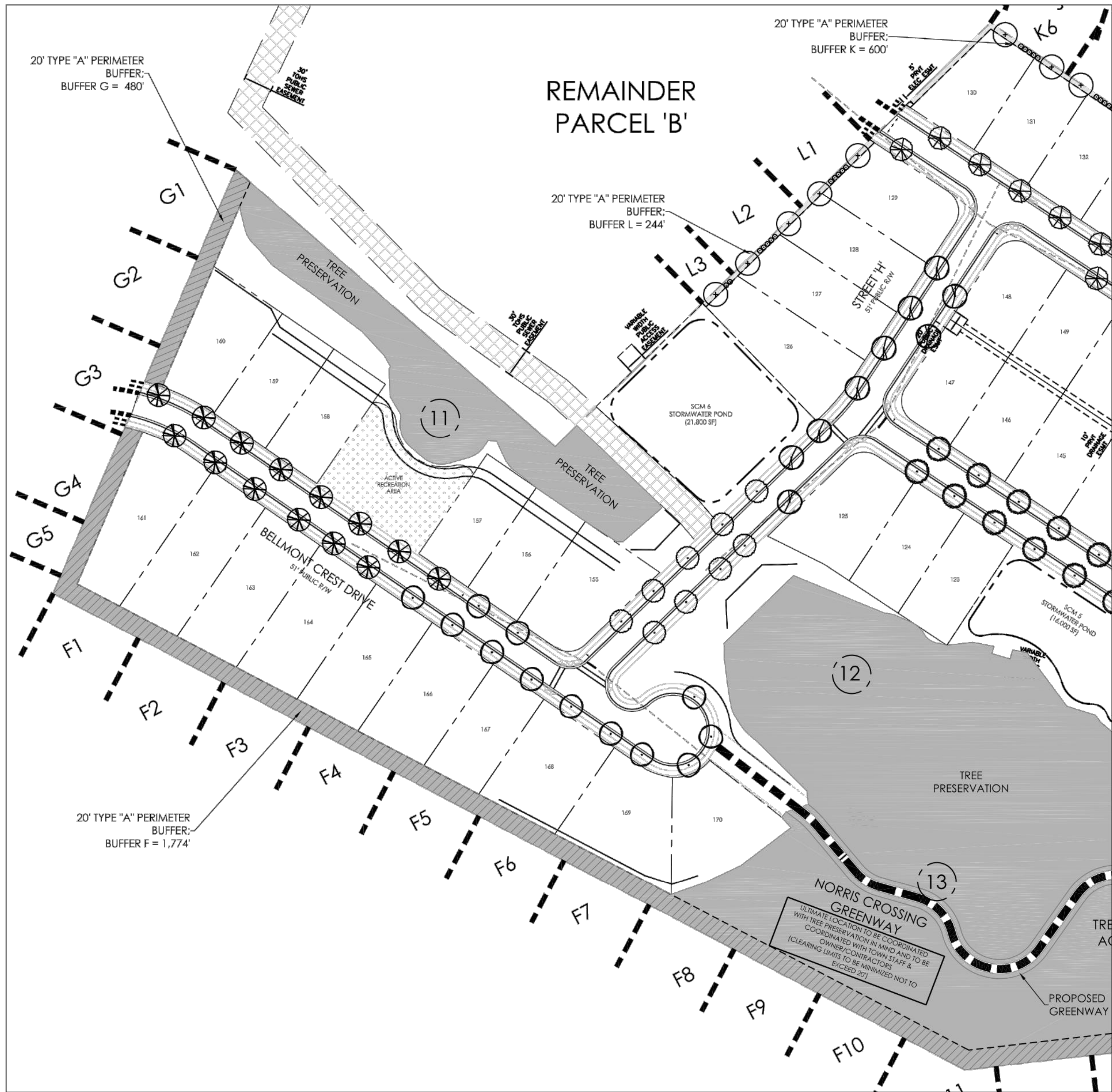
LEGEND (PROPOSED CONDITIONS)

	GREENWAY
	LANDSCAPE BUFFER AREA/ PRIVATE OPEN SPACE AREA
	FUTURE DEVELOPMENT
	OPEN SPACE
	TREE PRESERVATION

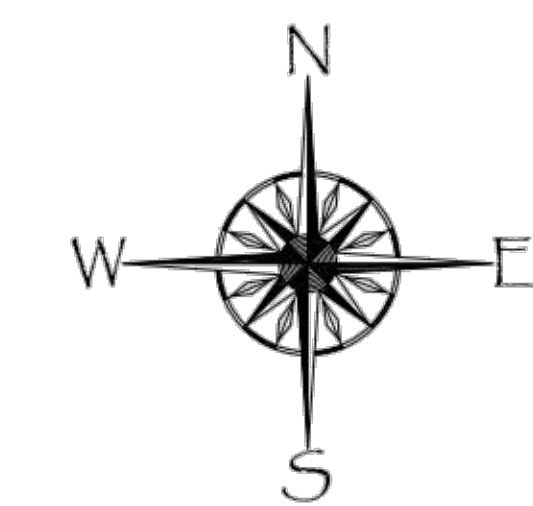


REVISIONS:

8/11/2022	
9/16/2022	
11/10/2022	



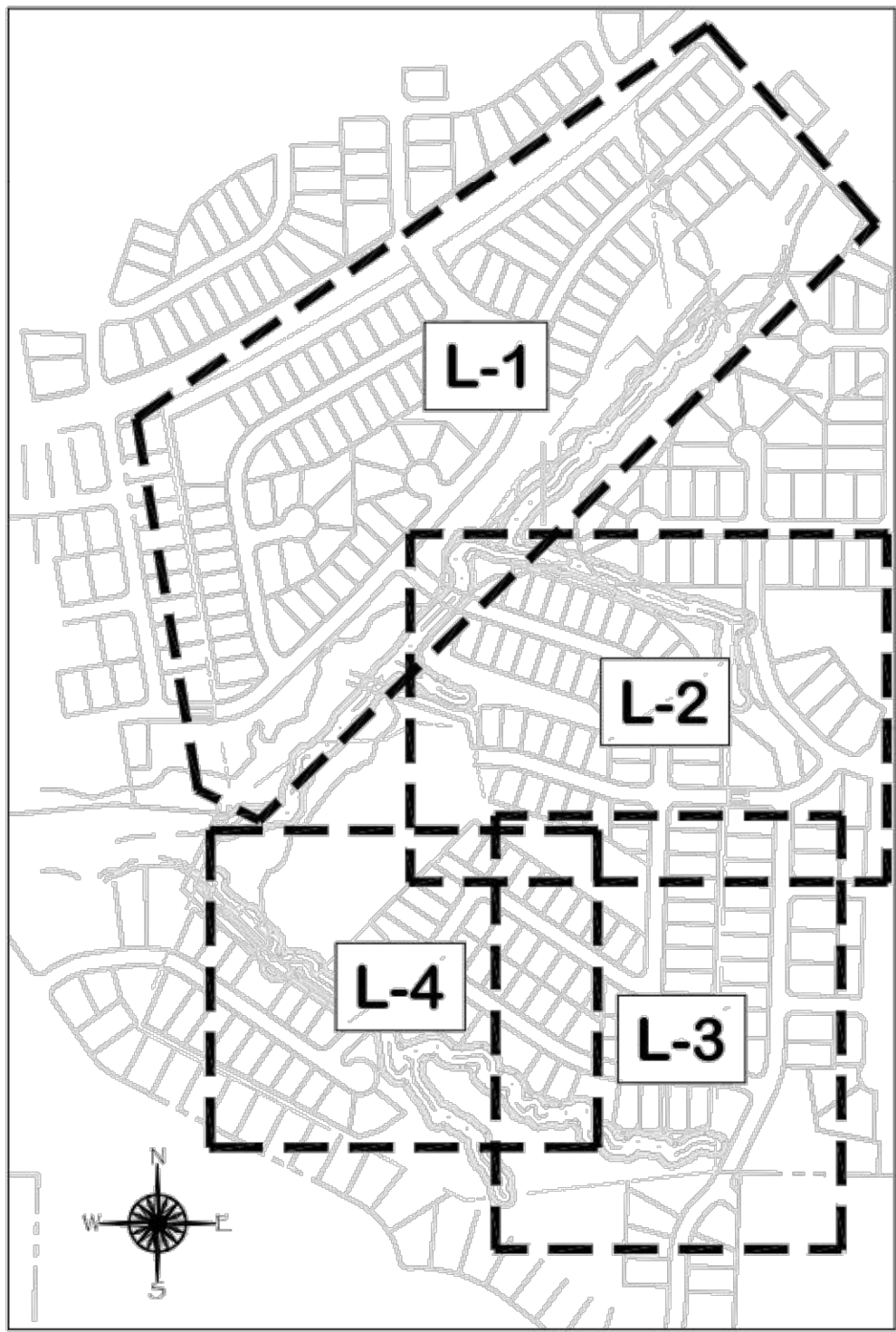
LANDSCAPE PLAN 1" = 60'



(1) TREE SAMPLE AREA (TYP)

LEGEND (PROPOSED CONDITIONS)

- GREENWAY
- LANDSCAPE BUFFER AREA/
PRIVATE OPEN SPACE AREA
- FUTURE DEVELOPMENT
- OPEN SPACE
- TREE PRESERVATION



LANDSCAPE PLAN KEY 1" = 500'



REVISIONS:

8/11/2022	
9/16/2022	
11/10/2022	

LANDSCAPE PLAN
NORRIS CROSSING
Avent Ferry Road
Holly Springs, NC

SCALE:
AS NOTED
DRAWN BY:
PMP
PROJECT #
22086
DATE:
5-13-2022
SHEET
L-4
OF

LANDSCAPE PLAN NOTES

- ALL PLANT MATERIAL ON THIS SITE MUST MEET MINIMUM UDO REQUIREMENTS FOR SIZE, HEIGHT, AND SPACING. PLANT MATERIAL SHALL BE INSTALLED ACCORDING TO SOUND NURSERY PRACTICES AND IN CONFORMANCE WITH THE GENERAL PLANTING NOTES AND DETAILS WITHIN THIS PLAN SET.
- PLANTING STOCK SHALL MEET ALL STANDARDS WITHIN THE LATEST EDITION OF "AMERICAN STANDARDS FOR NURSERY STOCK." ALL PLANTS SHALL BE VIGOROUS, HEALTHY MATERIAL FREE FROM PESTS AND DISEASE.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO REVIEW THE PROJECT SITE AND FAMILIARIZE WITH ACTUAL FIELD CONDITIONS PRIOR TO BIDDING AND COMMENCING WORK. THE CONTRACTOR SHALL ACCEPT ACTUAL CONDITIONS AT THE SITE AND PERFORM THE WORK SPECIFIED INCLUDING THE FINE GRADING AND INCORPORATION OF TOPSOIL INTO PLANTING AREAS, WITHOUT ADDITIONAL COMPENSATION FOR POSSIBLE VARIATIONS FROM GRADES AND CONDITIONS SHOWN. WEATHER SURFACE OR SUBSURFACE. IF FIELD CONDITIONS ARE FOUND TO BE SIGNIFICANTLY DIFFERENT THE CONTRACTOR SHALL NOTIFY THE PROJECT LANDSCAPE ARCHITECT OR ENGINEER IMMEDIATELY AND PRIOR TO ORDERING MATERIALS.
- CONTRACTOR IS RESPONSIBLE FOR ALL REQUIRED PERMITS TO PERFORM THE WORK.
- CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES ABOVE AND BELOW GROUND AND SHALL BE RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR ACTIVITIES. CONTRACTOR SHALL NOTIFY NORTH CAROLINA ONE CALL (1-800-452-4949) AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION OR EXCAVATION TO HAVE EXISTING UTILITIES LOCATED. CONTRACTOR TO CONTACT ANY LOCAL UTILITIES THAT PROVIDE THEIR OWN LOCATOR SERVICES INDEPENDENT OF NORTH CAROLINA ONE CALL. THE CONTRACTOR MAY ALSO NEED TO ENGAGE A PRIVATE UTILITY LOCATING FIRM AT THEIR OWN COST TO EFFICIENTLY HAVE ALL UTILITIES LOCATED.
- ANY DAMAGE TO EXISTING IMPROVEMENTS OUTSIDE OF THE PROJECT LIMITS, INCLUDING CURB AND OUTER, SIDEWALKS, PAVED OR TURF AREAS SHALL BE REPAIRED TO ORIGINAL CONDITIONS BY THE CONTRACTOR WITHOUT ADDITIONAL COST TO THE DEVELOPER.
- PLANT QUANTITIES TO BE VERIFIED BY LANDSCAPE CONTRACTOR. IN THE EVENT OF A DISCREPANCY BETWEEN THE QUANTITY OF PLANTS SHOWN ON THE PLANS AS COMPARED TO THE PLANT LIST THE CONTRACTOR SHALL PROVIDE THE QUANTITY SHOWN ON THE PLANS.
- CONTRACTOR SHALL OBTAIN WRITTEN AUTHORIZATION FROM THE LANDSCAPE ARCHITECT FOR ANY PLANT SUBSTITUTIONS OR MODIFICATIONS TO THE LANDSCAPE PLANS. THIS MAY REQUIRE A MODIFICATION TO THE APPROVED PLANS. NOTIFY THE LANDSCAPE ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES ON THE PLANS.
- ALL ABOVE GROUND MECHANICAL EQUIPMENT, ELECTRICAL TRANSFORMERS, DUMPSTERS, BACKFLOW PREVENTERS, AND VALVE BOXES SHALL BE SCREENED FROM VIEW OF ADJACENT PROPERTIES AND RIGHT-OF-WAY WHILE MAINTAINING REQUIRED ACCESS TO LOCAL CODE STANDARDS AND REQUIREMENTS.
- ALL UNPAVED AREAS SHALL BE TOPSOILED AND SEEDED / SODDED OR MULCHED TO THE LIMITS OF CONSTRUCTION BASED ON ACTUAL FIELD CONDITIONS BEYOND THE APPROVED PLANS.
- ALL SOD TO BE REBEL FESCUE IV, TURF GEM, LESCO OR EQUAL. ALL SEED TO BE REBEL FESCUE IV, TURF GEM, LESCO OR EQUAL @ 6 LBS. PER 1000 S.F. IN LAWN AREAS 3" TOPSOIL SHALL BE TILLED INTO THE TOP 6" OF GROUND PRIOR TO SEEDING.
- SLOPES GREATER THAN 3:1 SHALL REQUIRE HYDRO-SEEDING. SLOPES GREATER THAN 2:1 SHALL BE SODDED WITH CENTIPEDE GRASS. ADDITIONAL STABILIZATION MEASURES MAY BE REQUIRED FOR SLOPES GREATER THAN 3:1 TO ENSURE SOIL STABILIZATION AND ESTABLISHMENT OF PERMANENT GROUND COVER.
- INTERIOR MULCH SHALL BE DOUBLE GROUND PINE BARK TO A DEPTH OF 4". PERIMETER LANDSCAPE BUFFERS SHALL BE MULCHED WITH 4" PINE STRAW TO BED LINES SHOWN OR BUFFER LIMITS. BED LINES SHALL CONFORM TO CONFIGURATION SHOWN ON THE PLANS.
- PINE STRAW SHALL NOT BE USED AS MULCH OR GROUND COVER WITHIN TEN FEET OF ANY STRUCTURES CONSISTING OF EXTERIOR COMBUSTIBLE CONSTRUCTION.
- CONTRACTOR SHALL LEVEL AND SMOOTH ALL DISTURBED AREAS AND REMOVE ALL ROCKS AND CONSTRUCTION DEBRIS PRIOR TO SEEDING, SOD OR PLANT INSTALLATION.
- NOTE THAT WITHIN LANDSCAPED AREAS SURROUNDING BUILDING, THE GRADES SHOWN ON THE GRADING SHEET ARE "TOP OF MULCH" OR "TOP OF TOPSOIL." CONTRACTOR SHALL ENSURE POSITIVE FINISHED DRAINAGE (MIN. 2% AWAY FROM ALL BUILDINGS AND COORDINATE WITH THE LANDSCAPE PLAN TO LEAVE SUBGRADE LOW ENOUGH TO MAINTAIN THESE SPOTS AS FINISHED GRADE.
- OWNER SHALL MAINTAIN ALL PLANT BEDS AND PLANT MATERIAL IN GOOD HEALTH, AND ANY DEAD, UNHEALTHY OR MISSING PLANTS SHALL BE REPLACED WITH THE SAME PLANT MATERIAL ORIGINALLY SPECIFIED ON THIS PLAN.
- TREE PLANTING AND SITE LIGHTING SHALL BE SEPARATED BY AT LEAST 25 FEET.

LANDSCAPE SCOPE OF WORK

- FURNISH ALL LABOR, MATERIALS, AND EQUIPMENT REQUIRED OR INDICATED BY THE DRAWINGS AND SPECIFICATIONS TO COMPLETE THE WORK INCLUDING INSTALLATION OF ALL TREES, SHRUBS, GROUND COVER, ANNUALS, SEED, SOD AND MULCH.
- MATERIALS AND WORK:**
THE SELECTION OF ALL MATERIALS AND THE EXECUTION OF ALL WORK REQUIRED UNDER THE CONTRACT SHALL BE SUBJECT TO APPROVAL BY THE OWNER. THE OWNER SHALL HAVE THE RIGHT TO REJECT ANY AND ALL MATERIALS AND ANY AND ALL WORK, WHICH IN HIS OPINION, DOES NOT MEET THE REQUIREMENTS OF THE CONTRACT.
- PLANT MATERIALS:**
ALL PLANT MATERIALS SHALL BE NURSERY GROWN, FRESHLY DUG IN THE FIELD, NATURALLY SHAPED, WELL BRANCHED, FULLY FOLIATED WHEN IN LEAF WITH FULLY DEVELOPED ROOT SYSTEMS. TREES MUST BE SELF-SUPPORTING, WITH STRAIGHT TRUNKS AND LEADERS INTACT. ALL PLANTS MUST BE FREE OF DISEASE, INSECT INFESTATION OR THEIR EGGS AND SHALL HAVE BEEN GROWN IN CLIMATIC CONDITIONS SIMILAR TO THOSE OF THE PROJECT SITE
- PLANT SIZE:**
SPECIFIED SIZES INDICATES THE MINIMUM ALLOWABLE SIZE AT PLANTING. WHERE CONTAINER AND HEIGHT/SPREADS ARE INDICATED FOR A SINGLE SPECIES, BOTH SIZE REQUIREMENTS SHALL BE MET WHEN ONLY PLANT HEIGHT OR SPREAD ARE INDICATED. CONTAINER SIZE SHALL BE BASED ON "AMERICAN STANDARDS FOR NURSERY STOCK" STANDARDS.
- ORGANIC MATTER:**
AGED MANURE COMPOST OR PINE BARK FINES, AT THE OPTION OF THE CONTRACTOR, MATERIAL SHALL BE AIR DRIED, FINELY SHREDDED AND SUITABLE FOR HORTICULTURAL PURPOSES AND SHALL CONTAIN NO MORE THAN 35% MOISTURE CONTENT BY WEIGHT.
- PINE BARK MULCH:**
ALL PINE BARK MULCH SHALL BE CLEAN, DOUBLE GROUND, FINE TEXTURED NUGGET MULCH WITH MINIMAL AMOUNTS OF SAWPOOD CONTENT.
- TURF AREAS:**
PRIOR TO ANY SEEDING OR SOD APPLICATION, VERIFY THAT ALL TRENCHING AND LAND DISTURBING ACTIVITIES HAVE BEEN COMPLETED. ENSURE ALL AREAS ARE FREE OF STONES, LARGE SOIL CLODS AND ANY OTHER CONSTRUCTION DEBRIS.

LANDSCAPE CALCULATIONS

PERIMETER BUFFERS

TYPE "A" THOROUGHFARE BUFFER ALONG AVENT FERRY ROAD (5' WIDE)
REQUIRED: STREET TREES PER TOWN THOROUGHFARE PLAN AND 5 SHRUBS PER 100'
PROVIDED: STREET TREES PER TOWN THOROUGHFARE PLAN AND 5 SHRUBS PER 100'
EACH 100' SEGMENT SHALL CONTAIN 2 CANOPY TREES AND 5 SHRUBS PER STANDARD DETAIL ON L-5

Type "A" Thoroughfare Buffer along Avent Ferry Road			
Buffer A = 1,534' linear feet			
Segment A1-A16 (100')		Segment A17 (34')	
Trees Required	2	Trees Required	1
Shrubs Required	5	Shrubs Required	2
Trees Provided	2	Trees Provided	1
Shrubs Provided	5	Shrubs Provided	2

TYPE "A" PERIMETER BUFFER (20' WIDE)/ GREENBELT
REQUIRED: 2 DECIDUOUS TREES AND 5 SHRUBS PER 100'
PROVIDED: EXISTING VEGETATION TO MEET BUFFER REQUIREMENTS WHERE APPLICABLE (SEE TREE SURVEY; AT TIME OF INSPECTION THE BUFFER WILL BE REVEGETATED IF NECESSARY - SEE DETAIL ON L-5)
EACH PLANTED 100' SEGMENT SHALL CONTAIN 2 CANOPY TREES AND 5 SHRUBS

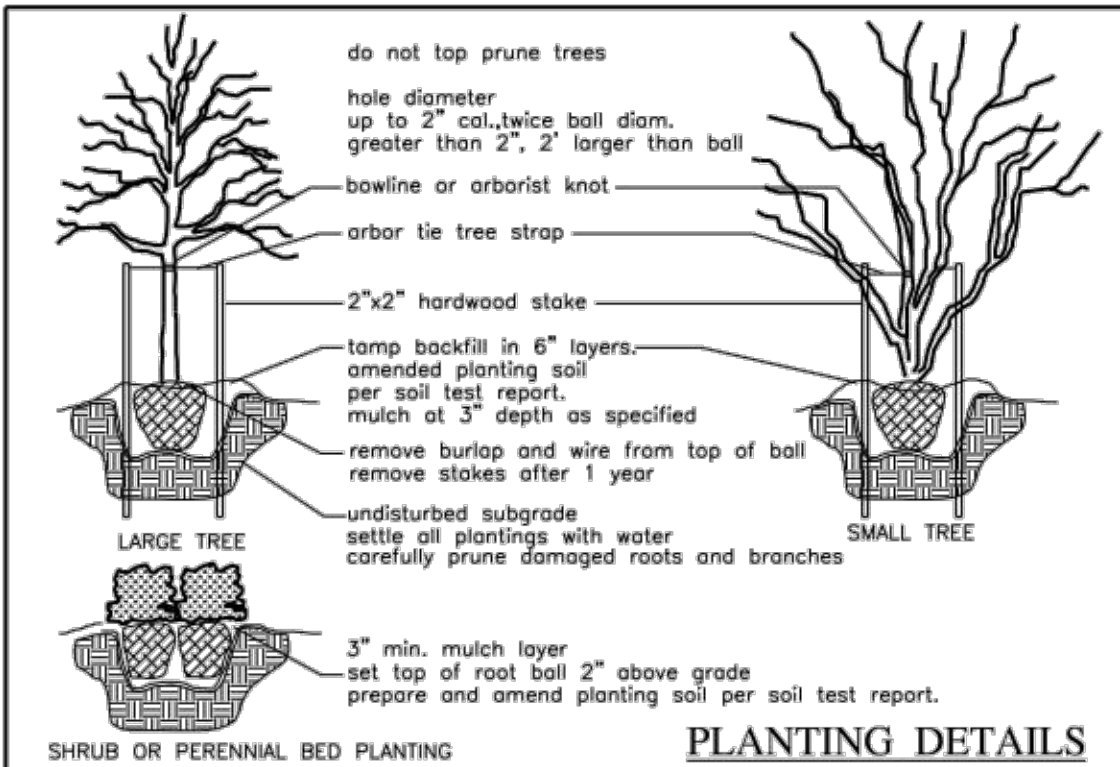
Type "A" Perimeter Buffer Around Boundary			
Buffer B			
Segment B1-B5 (100')		Segment B6 (95')	
Trees Required	2	Trees Required	2
Shrubs Required	5	Shrubs Required	5
Trees Provided	2	Trees Provided	2
Shrubs Provided	5	Shrubs Provided	5
Buffer C			
Segment C1-C8 (100')		Segment C9 (59')	
Trees Required	2	Trees Required	2
Shrubs Required	5	Shrubs Required	3
Trees Provided	2	Trees Provided	2
Shrubs Provided	5	Shrubs Provided	3
Buffer D			
Segment D1-D7 (100')		Segment D8 (94')	
Trees Required	2	Trees Required	2
Shrubs Required	5	Shrubs Required	5
Trees Provided	2	Trees Provided	5
Shrubs Provided	5	Shrubs Provided	5
Buffer E			
Segment E1-E5 (100')		Segment E6 (40')	
Trees Required	2	Trees Required	2
Shrubs Required	5	Shrubs Required	5
Trees Provided	2	Trees Provided	2
Shrubs Provided	5	Shrubs Provided	5
Buffer F			
Segment F1-F17 (100')		Segment F18 (88')	
Trees Required	2	Trees Required	2
Shrubs Required	5	Shrubs Required	4
Trees Provided	2	Trees Provided	2
Shrubs Provided	5	Shrubs Provided	4
Buffer G			
Segment G1-G4 (100')		Segment G5 (60')	
Trees Required	2	Trees Required	2
Shrubs Required	5	Shrubs Required	3
Trees Provided	2	Trees Provided	2
Shrubs Provided	5	Shrubs Provided	3
Buffer H			
Segment H1-H11 (100')		Segment H12 (57')	
Trees Required	2	Trees Required	2
Shrubs Required	5	Shrubs Required	3
Trees Provided	2	Trees Provided	2
Shrubs Provided	5	Shrubs Provided	3
Buffer I			
Segment I1 (100')			
Trees Required	2		
Shrubs Required	5		
Trees Provided	2		
Shrubs Provided	5		
Buffer J			
Segment J1-J5 (100')			
Trees Required	2		
Shrubs Required	5		
Trees Provided	2		
Shrubs Provided	5		
Buffer K			
Segment K1-K6 (100')			
Trees Required	2		
Shrubs Required	5		
Trees Provided	2		
Shrubs Provided	5		
Buffer L			
Segment L1-L2 (100')		Segment L3 (44')	
Trees Required	2	Trees Required	1
Shrubs Required	5	Shrubs Required	2
Trees Provided	2	Trees Provided	1
Shrubs Provided	5	Shrubs Provided	2
A "-" denotes buffer being met with existing vegetation			

STREET TREES

STREET TREES SHOWN ALONG BOTH STREETS IN THE PLANTING STRIP BETWEEN THE SIDEWALK AND BACK OF CURB.
STREET TREES SPACED 50'-65'.

NO MORE THAN 55% OF A SINGLE SPECIES SHALL BE USED ON EACH STREET (WITH AN ALLOWABLE DEVIATION FOR THE PERSCRIBED THOROUGHFARE STREET TREES)

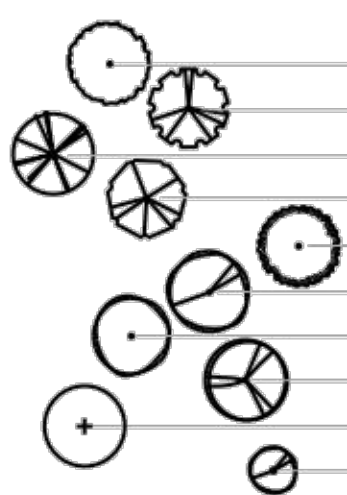
STREET	# OF TREES SHOWN	MAX. QUAN. SINGLE SPECIES
A	9	4 (44%)
D	48	26 (55%)
C	3	1 (33%)
E	4	2 (50%)
FIRE OPAL	58	23 (40%)
DOWN FIELDS	7	3 (43%)
F	64	35 (55%)
G	21	11 (52%)
BLOODSTONE	30	16 (53%)
H	18	9 (50%)
ROLLING STONE	22	12 (55%)
BELMONT CREST	26	14 (54%)



GENERAL PLANTING NOTES

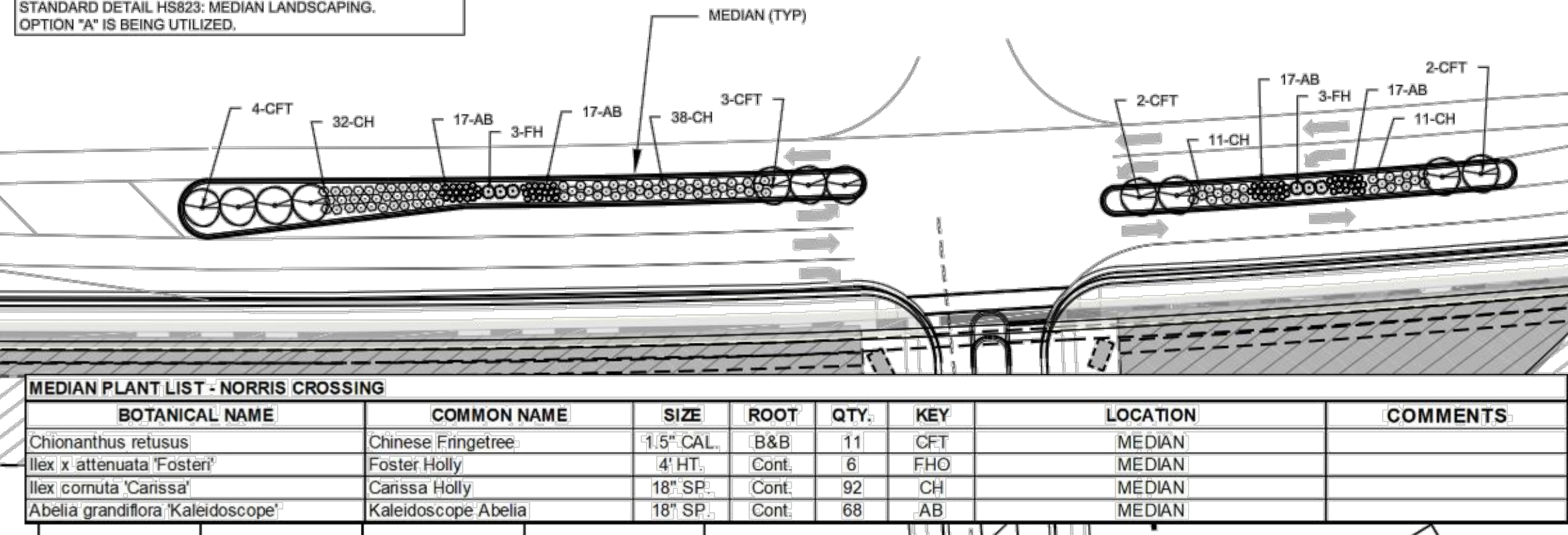
- VERIFICATION OF TOTAL QUANTITIES AS SHOWN SHALL BE THE RESPONSIBILITY OF THE PLANTING CONTRACTOR.
- ALL TREES, SHRUBS, AND BEDDING PLANTS SHALL CONFORM TO THE ACCEPTED STANDARDS ESTABLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN.
- ALL SAUCERS SHALL BE SOAKED WITH WATER AND MULCHED IMMEDIATELY FOLLOWING PLANTING.
- SET TOP OF TREE ROOT BALL 4" ABOVE GRADE, SHRUBS 2" ABOVE GRADE.
- PLANT MATERIAL SHALL CARRY A ONE YEAR WARRANTY AND REPLACEMENT GUARANTEE.
- AMEND PLANTING SOIL WITH FERTILIZE AND/OR LIME PER SOIL TEST REPORT AT THE RECOMMENDED MANUFACTURERS APPLICATION RATE.
- GUYING AND STAKING, IF NECESSARY, SHALL BE REMOVED AFTER ONE GROWING SEASON.
- ALL ROOT BALLS REMOVED FROM CONTAINERS SHALL BE SCARIFIED PRIOR TO BACKFILLING.
- ALL TREES HAVE BEEN LOCATED WITH RESPECT TO KNOWN OR EXISTING FACILITIES OR STRUCTURES, COORDINATE FIELD ADJUSTMENT WITH PROJECT OWNER OR AGENT.
- 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.
- REPORT ANY DISCREPANCIES TO THE PROJECT OWNER OR AGENT.
- SUBSTITUTIONS OR ALTERATIONS SHALL NOT BE MADE WITHOUT PRIOR WRITTEN NOTIFICATION BY THE OWNER AND PERMITTING AUTHORITY.
- APPLY 3" OF DOUBLE SHREDDED PINE BARK MULCH TO ALL PLANTING AREAS.
- ADD COMPOST TO PLANTING SOIL TO ACHIEVE 5-10% ORGANIC CONTENT.
- ALL MULCH BEDS ARE TO BE SPADE-CUT EDGED WHEN ADJACENT TO TURF AREAS.

PLANT KEY



PLANT LIST - NORRIS CROSSING								
BOTANICAL NAME	COMMON NAME	SIZE	ROOT	QTY.	%	LOCATION	COMMENTS	
DECIDUOUS TREES								
Ulmus parvifolia	Lacebark Elm	2 1/2"	B&B	51	12.41%	STREET TREE		
Quercus nuttalli	Nuttall Oak	2 1/2"	B&B	15	3.65%	STREET TREE		
Zelkova serrata	Japanese Zelkova	2 1/2"	B&B	38	9.25%	STREET TREE		
Fraxinus pennsylvanica	Green Ash	2 1/2"	B&B	37	9.00%	STREET TREE		
Oxydendrum arboreum	Sourwood	2 1/2"	B&B	49	11.92%	STREET TREE		
Carpinus betulus	European Hornbeam	2 1/2"	B&B	58	14.11%	STREET TREE		
Ulmus parviflora	Chinese Elm	2 1/2"	B&B	68	16.55%	STREET TREE		
Nyssa sylvatica	Black Gum	2 1/2"	B&B	40	9.73%	STREET TREE		
Quercus phellos	Willow Oak	2 1/2"	B&B	29	7.06%	STREET TREE		
Chionanthus retusus	Chinese Fringe Tree	2 1/2"	B&B	26	6.33%	STREET TREE		
				411				
SHRUBS								
Ilex cornuta 'Burfordii Nana'	Dwarf Burford Holly	24" HT.	Cont.	32	20.78%	BUFFER		
Euonymus japonicus 'Aureomarginatus'	Golden Euonymus	24" HT.	Cont.	20	12.99%	BUFFER		
Loropetalum chinense var. 'Ruby'	Ruby Loropetalum	24" HT.	Cont.	30	19.48%	BUFFER		
Ilex vomitoria 'Nana'	Dwarf Yaupon Holly	24" HT.	Cont.	37	24.03%	BUFFER		
Ilex crenata 'Green Luster'	Green Luster Holly	24" HT.	Cont.	35	22.73%	BUFFER		
				154				

MEDIAN LANDSCAPING PER TOWN OF HOLLY SPRINGS STANDARD DETAIL HS823: MEDIAN LANDSCAPING. OPTION "A" IS BEING UTILIZED.



AVENT FERRY ROAD MEDIAN LANDSCAPE PLAN 1" = 50'



REVISIONS:

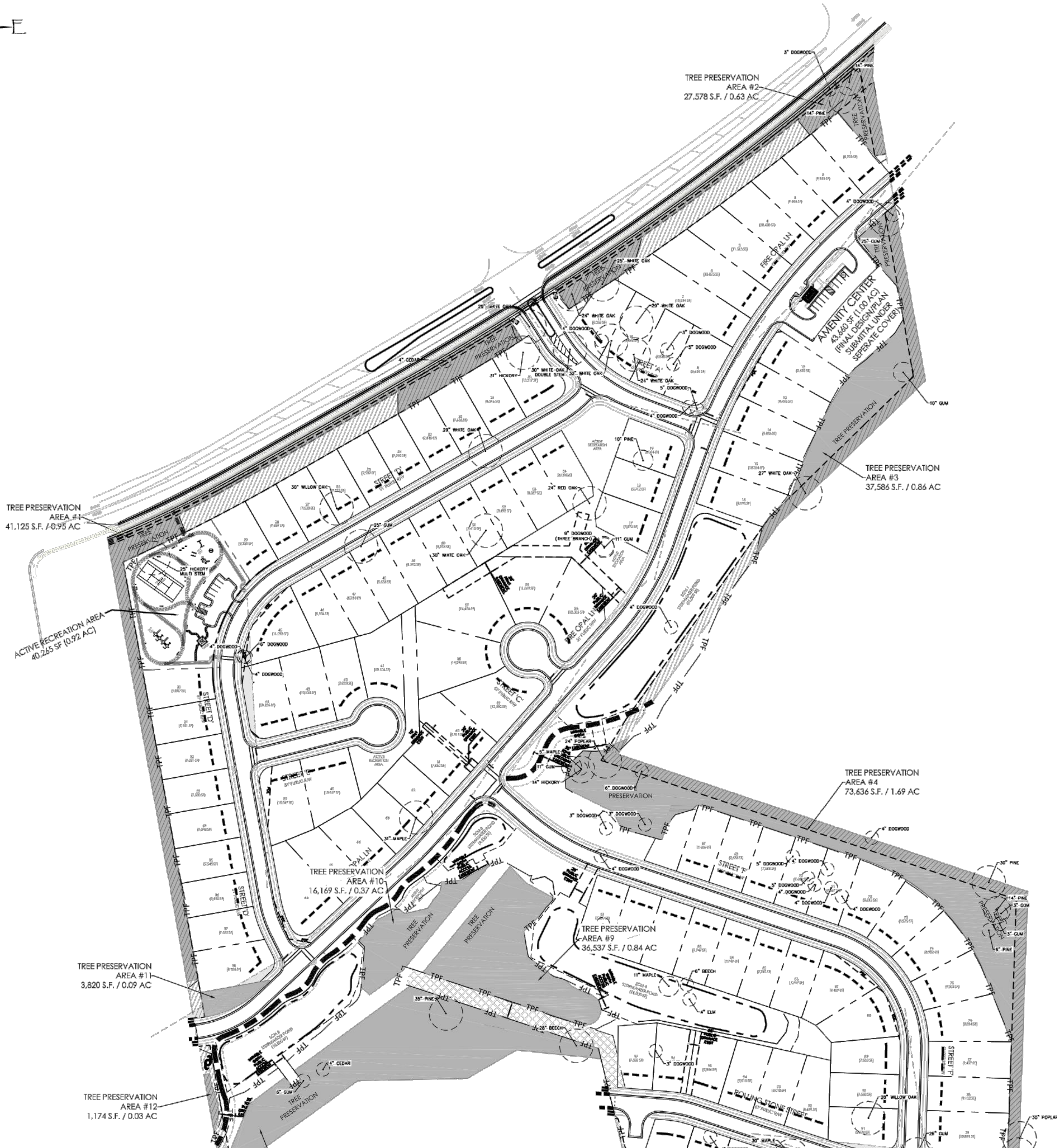
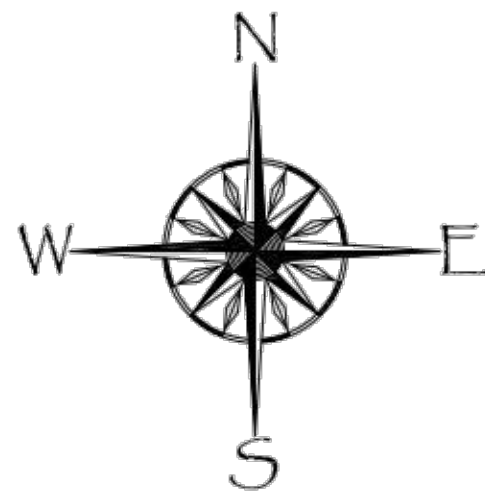
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9/16/2022	
11/10/2022	

LANDSCAPE PLAN
NORRIS CROSSING

Avent Ferry Road
Holly Springs, NC

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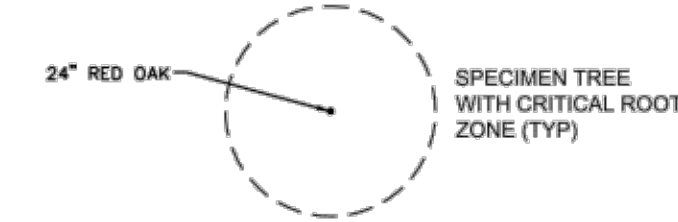
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OF



TREE PRESERVATION PLAN 1" = 100'

INVENTORY DATA

AVERAGE DBH = n/a
PERCENT HARDWOOD COMPOSITION = n/a
EXISTING CANOPY COVERAGE= EST. 85% OF THE SITE



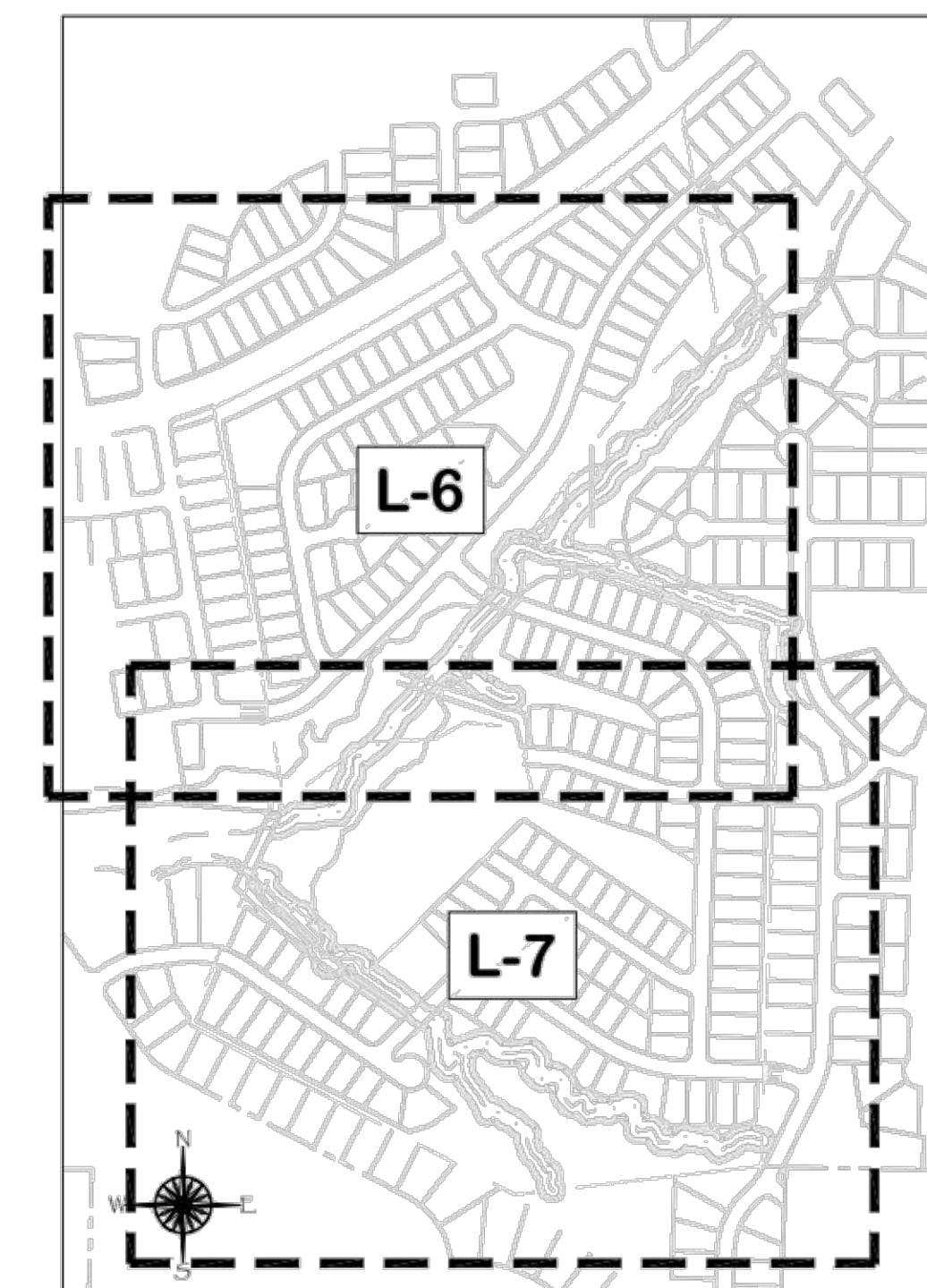
CALCULATIONS

REQUIRED (20% OF 72.21 AC): 14.44 ACRES
PROVIDED: 14.44 ACRES

Tree Preservation Area	Size (AC)
1	0.95
2	0.63
3	0.86
4	1.69
5	0.35
6	6.36
7	0.83
8	1.44
9	0.84
10	0.37
11	0.09
12	0.03
TOTAL:	14.44

LEGEND (PROPOSED CONDITIONS)

- TPF TREE PROTECTION FENCE
- GREENWAY
- LANDSCAPE BUFFER AREA/ PRIVATE OPEN SPACE AREA
- FUTURE DEVELOPMENT
- TREE PRESERVATION



TREE PRESERVATION PLAN KEY 1" = 500'

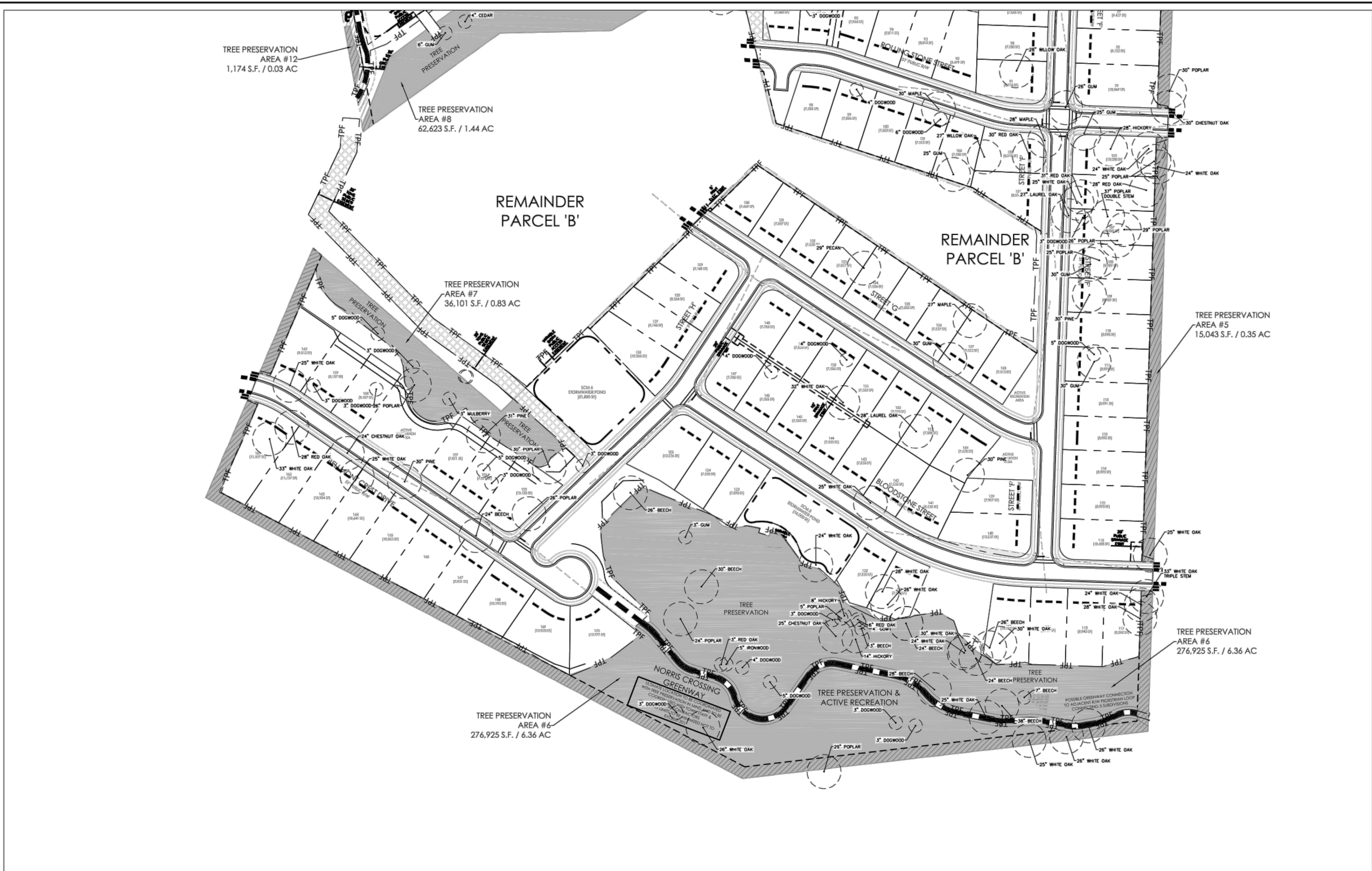


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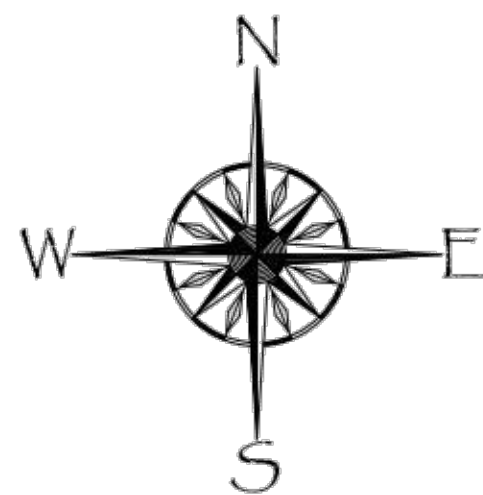
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11/10/2022

TREE PRESERVATION PLAN
NORRIS CROSSING
Avent Ferry Road
Holly Springs, NC

SCALE:
AS NOTED
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PROJECT #
22086
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5-13-2022
SHEET
L-6
OF



TREE PRESERVATION PLAN 1" = 100'



INVENTORY DATA

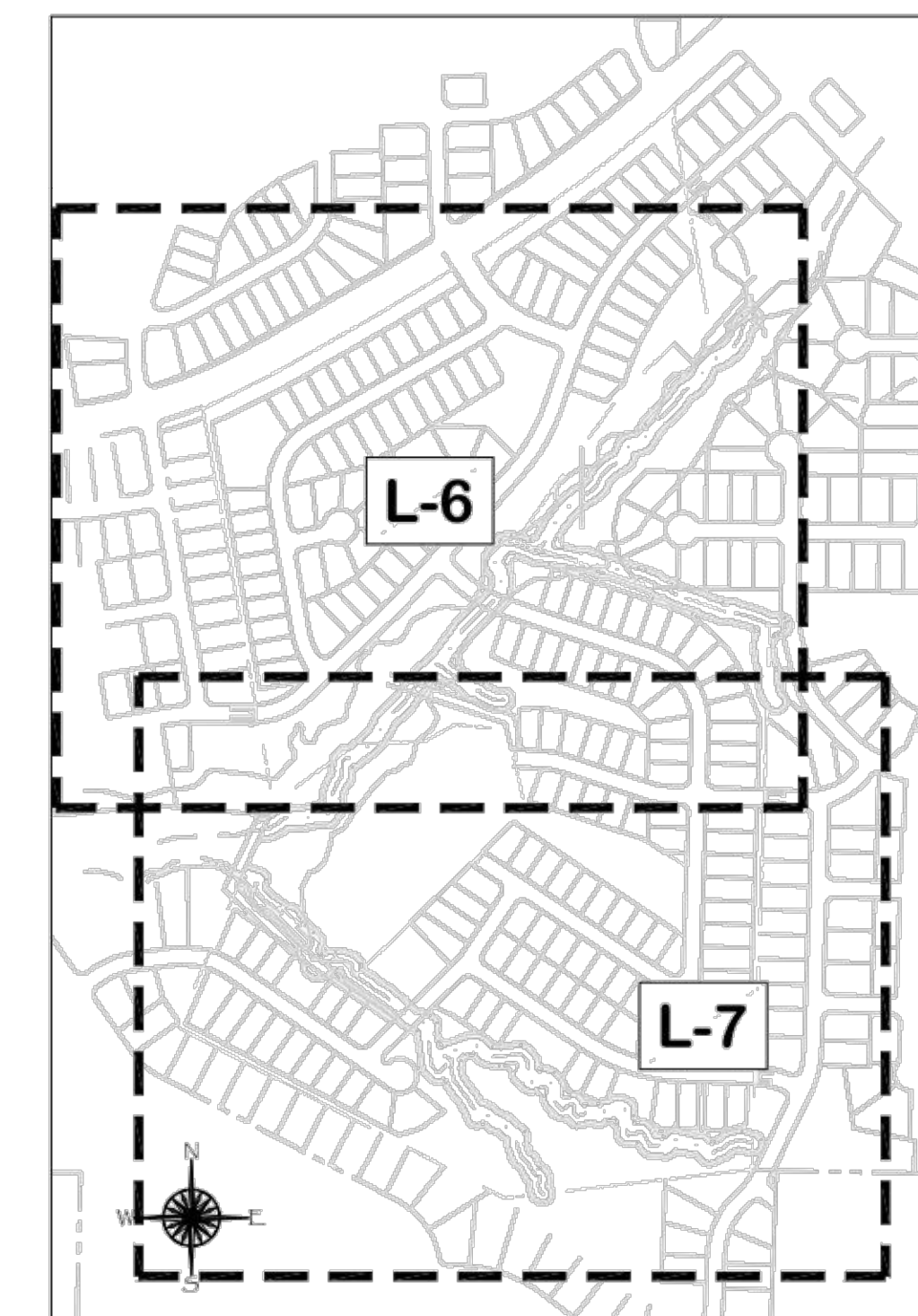
AVERAGE DBH = n/a
PERCENT HARDWOOD COMPOSITION = n/a
EXISTING CANOPY COVERAGE = EST. 85% OF THE SITE

CALCULATIONS

SEE SHEET L-6

LEGEND (PROPOSED CONDITIONS)

- TPF TREE PROTECTION FENCE
- GREENWAY
- LANDSCAPE BUFFER AREA/
PRIVATE OPEN SPACE AREA
- FUTURE DEVELOPMENT
- TREE PRESERVATION



TREE PRESERVATION PLAN KEY 1" = 500'

TMTLA ASSOCIATES

LANDSCAPE ARCHITECTURE & LAND PLANNING

5011 SOUTH PARK DRIVE, STE. 200-DURHAM, NC 27713
p: (919) 484-8880 e: info@tmtla.com

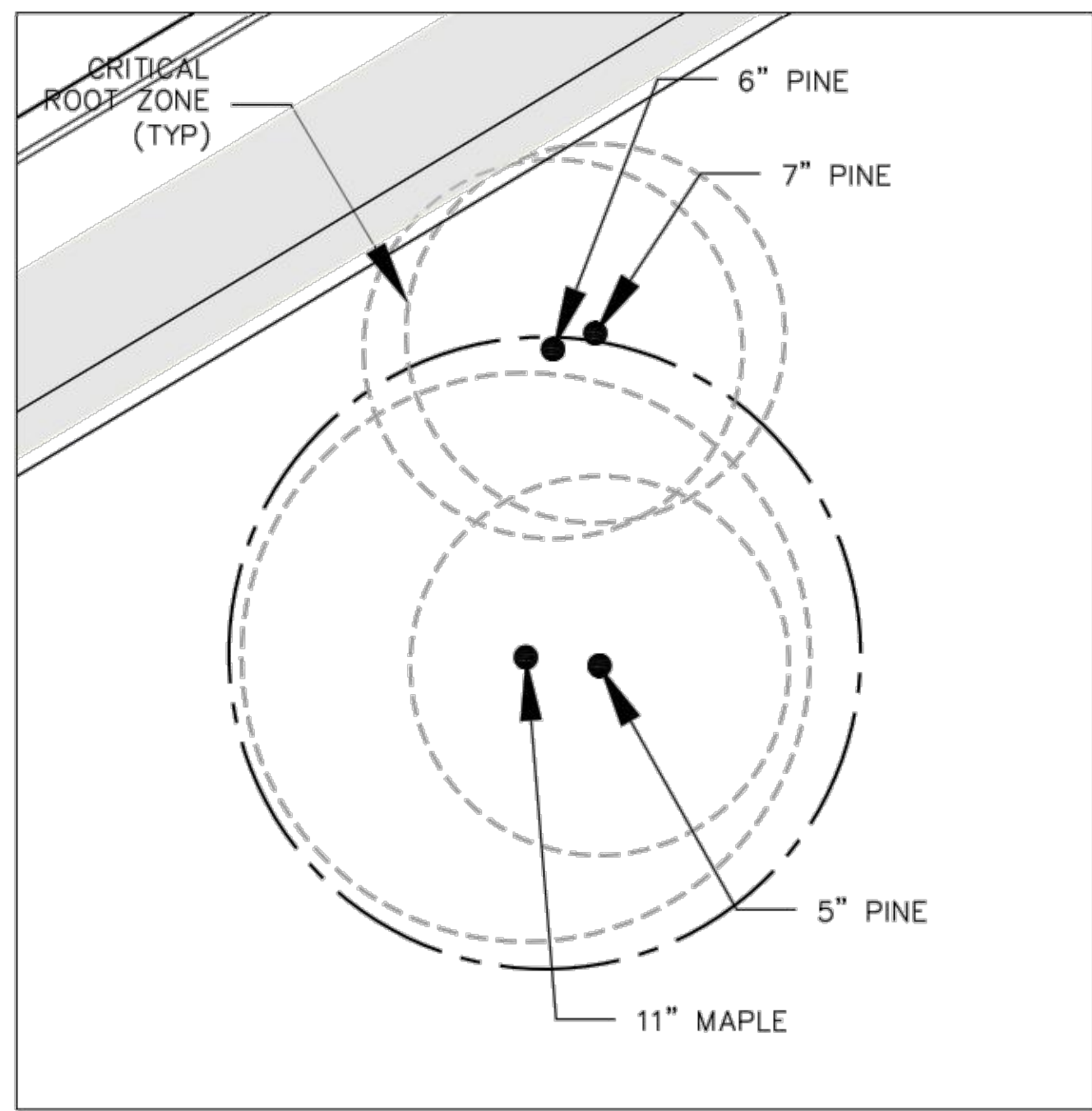


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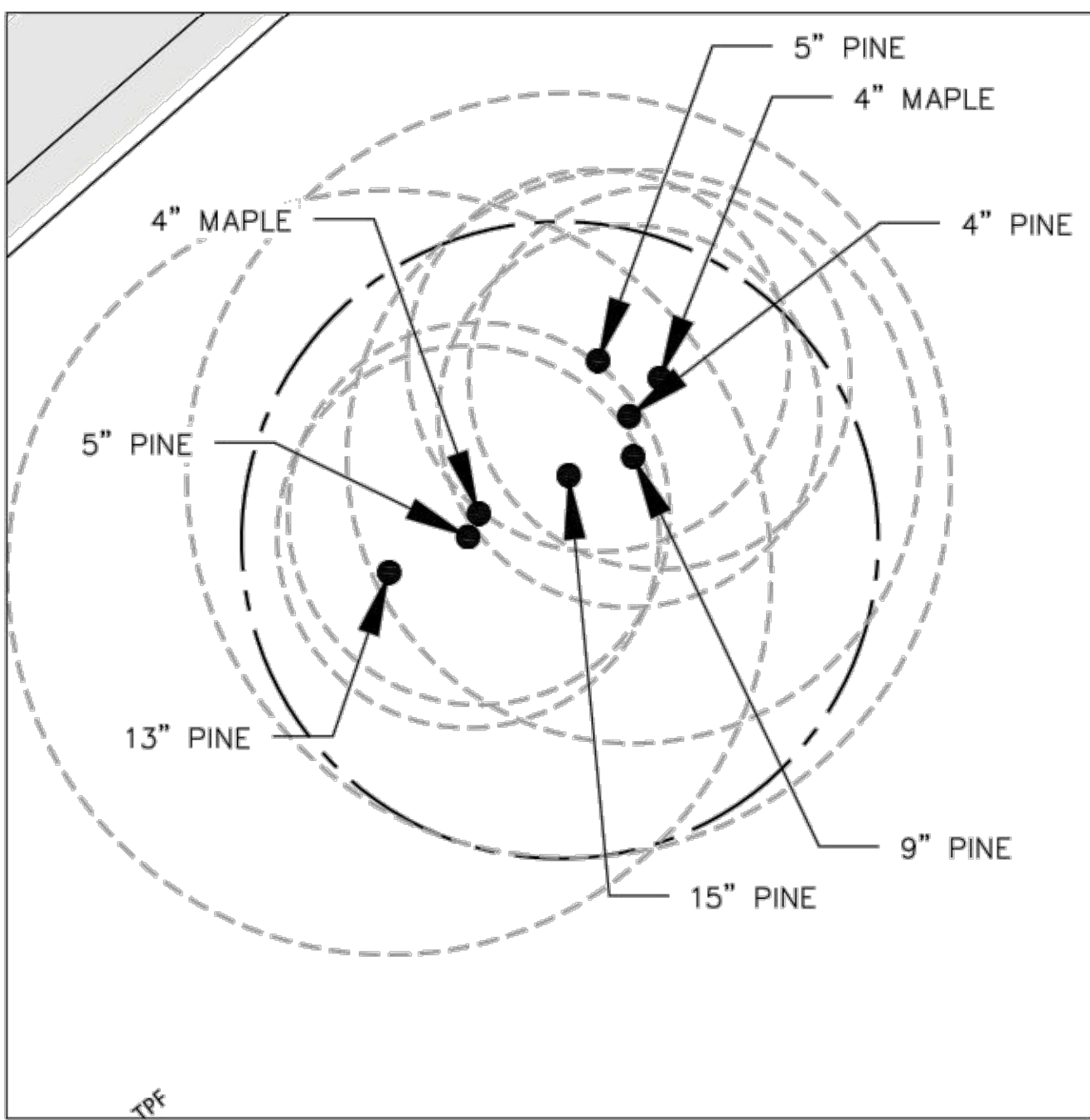
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TREE PRESERVATION PLAN
NORRIS CROSSING
Avent Ferry Road
Holly Springs, NC

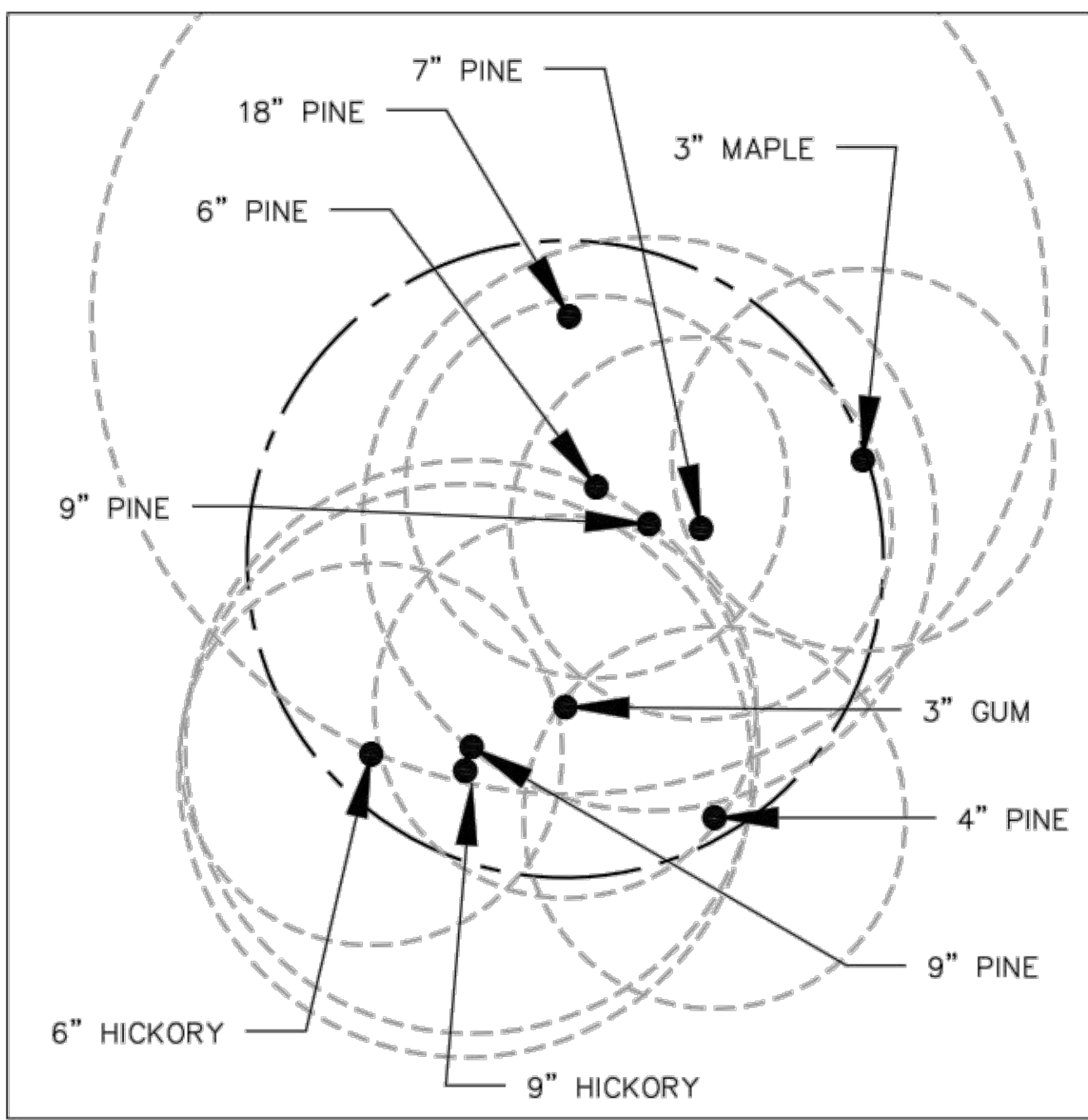
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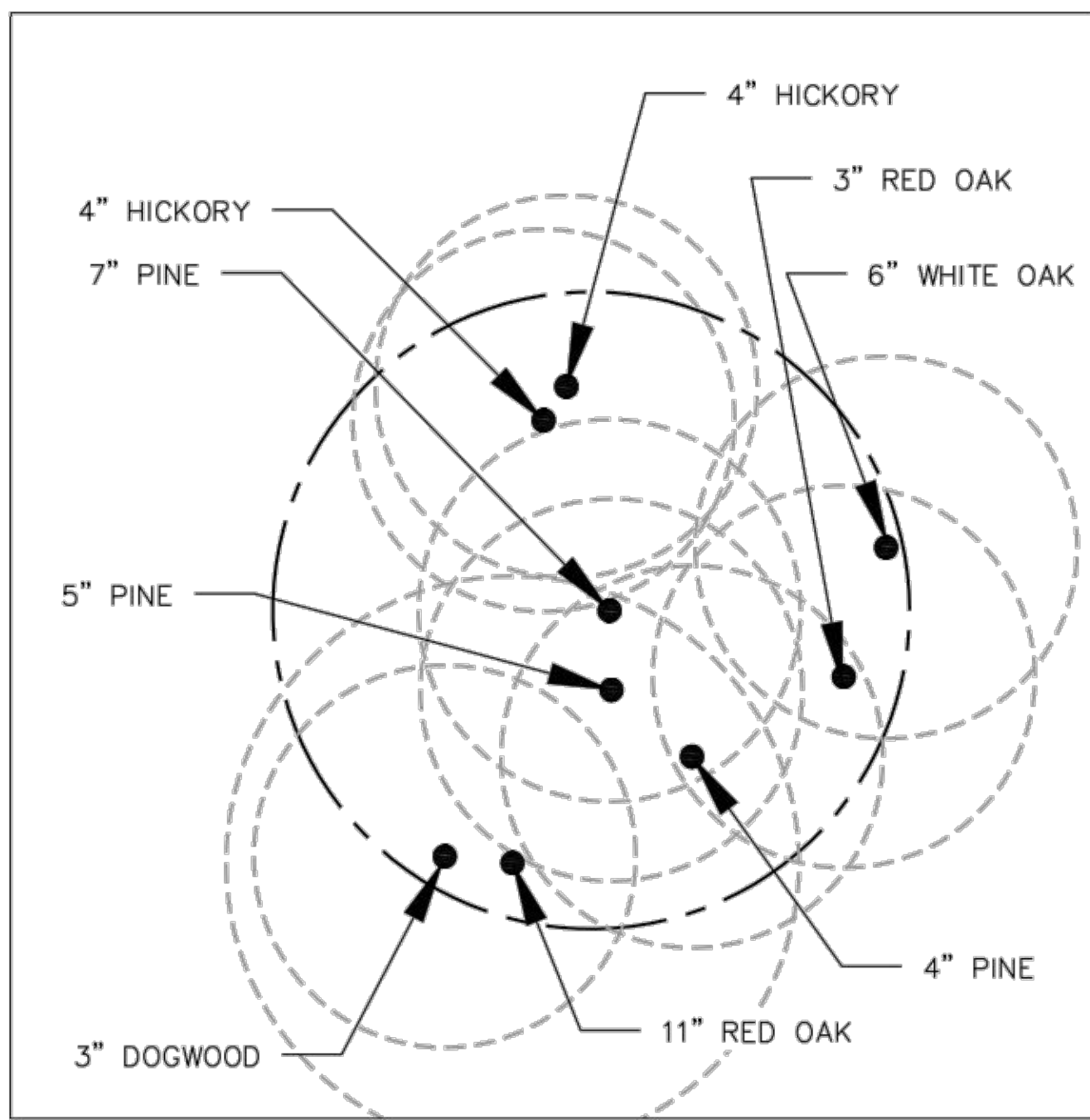
SAMPLE AREA #1



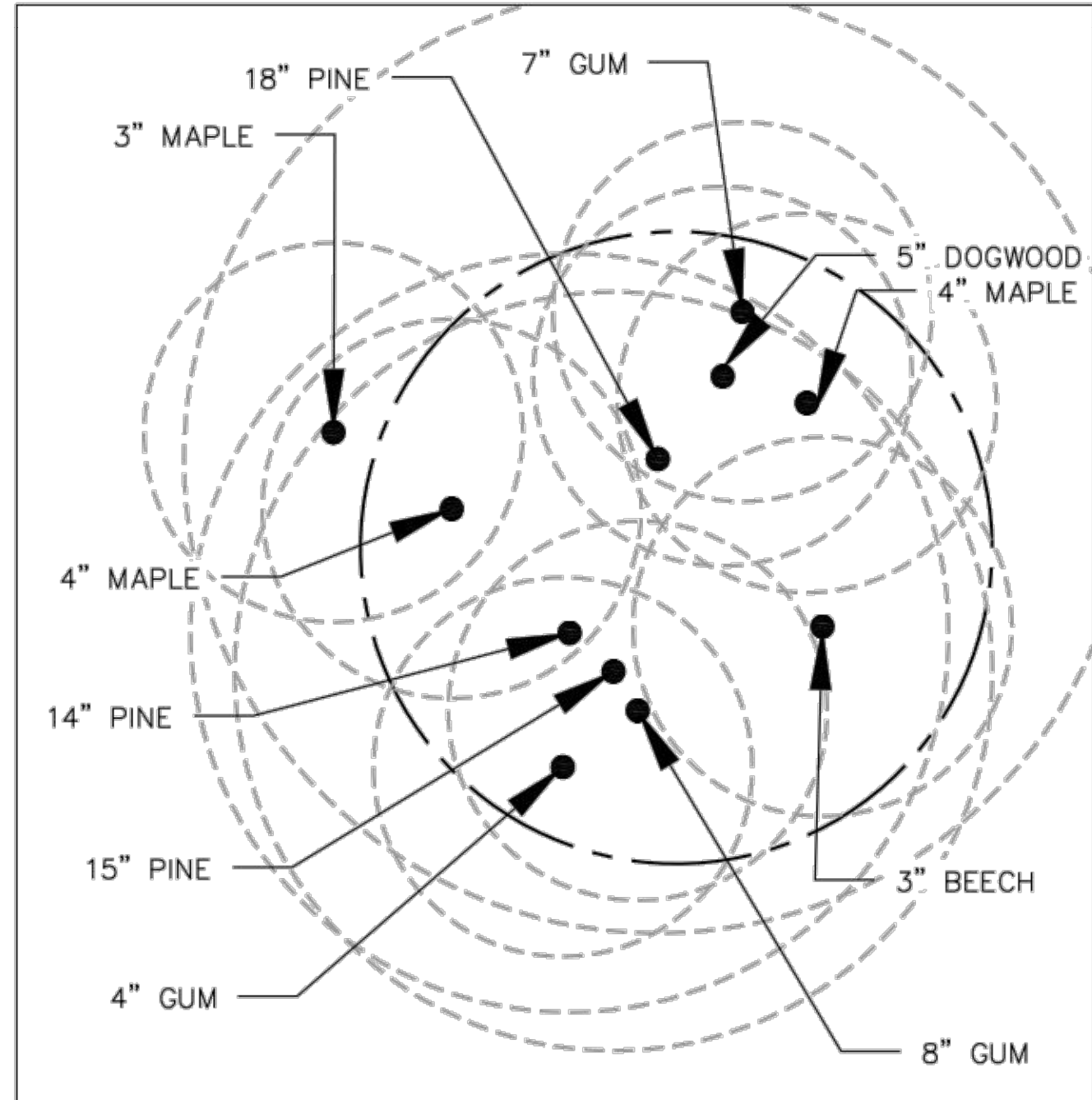
SAMPLE AREA #2



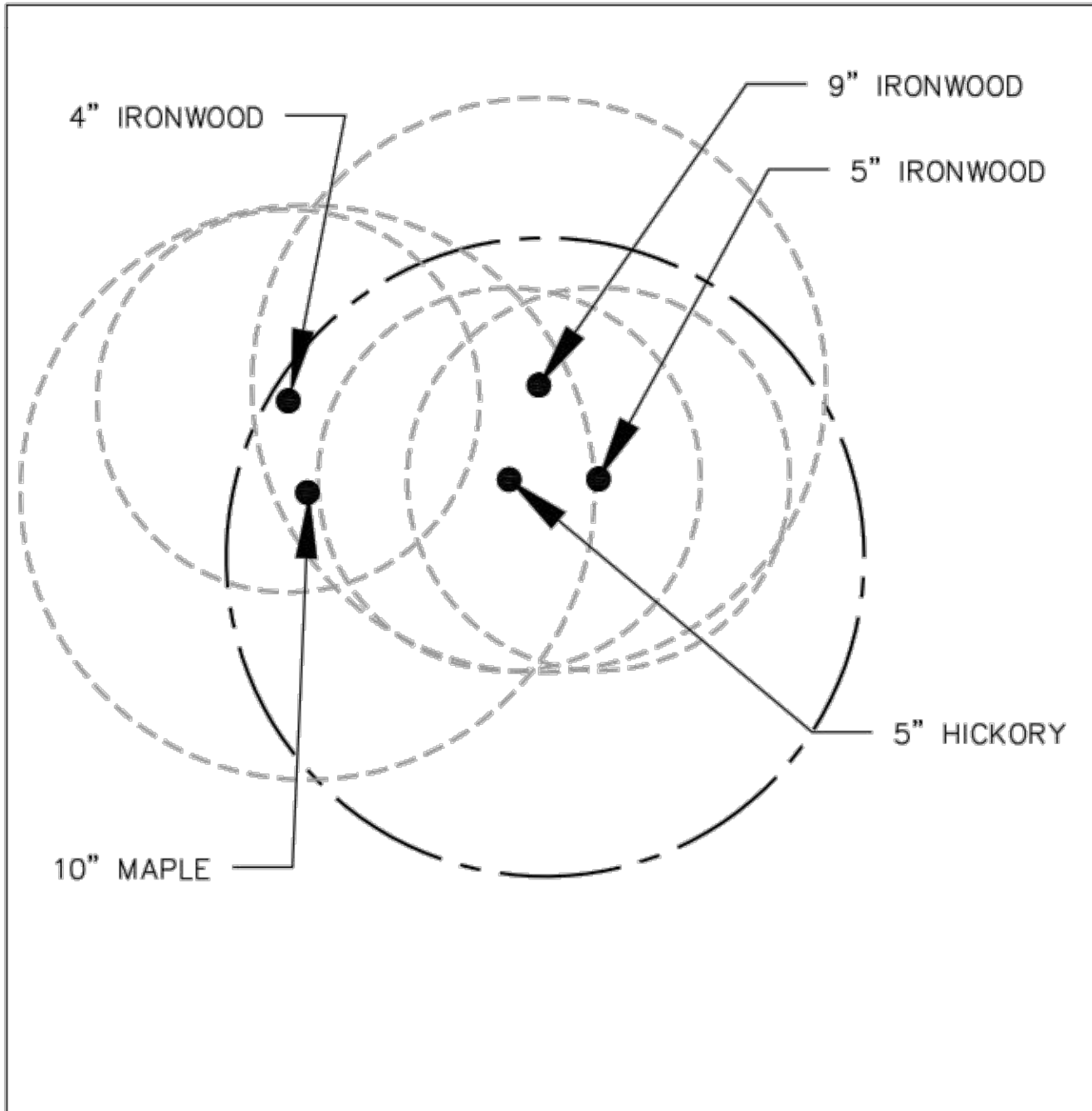
SAMPLE AREA #3



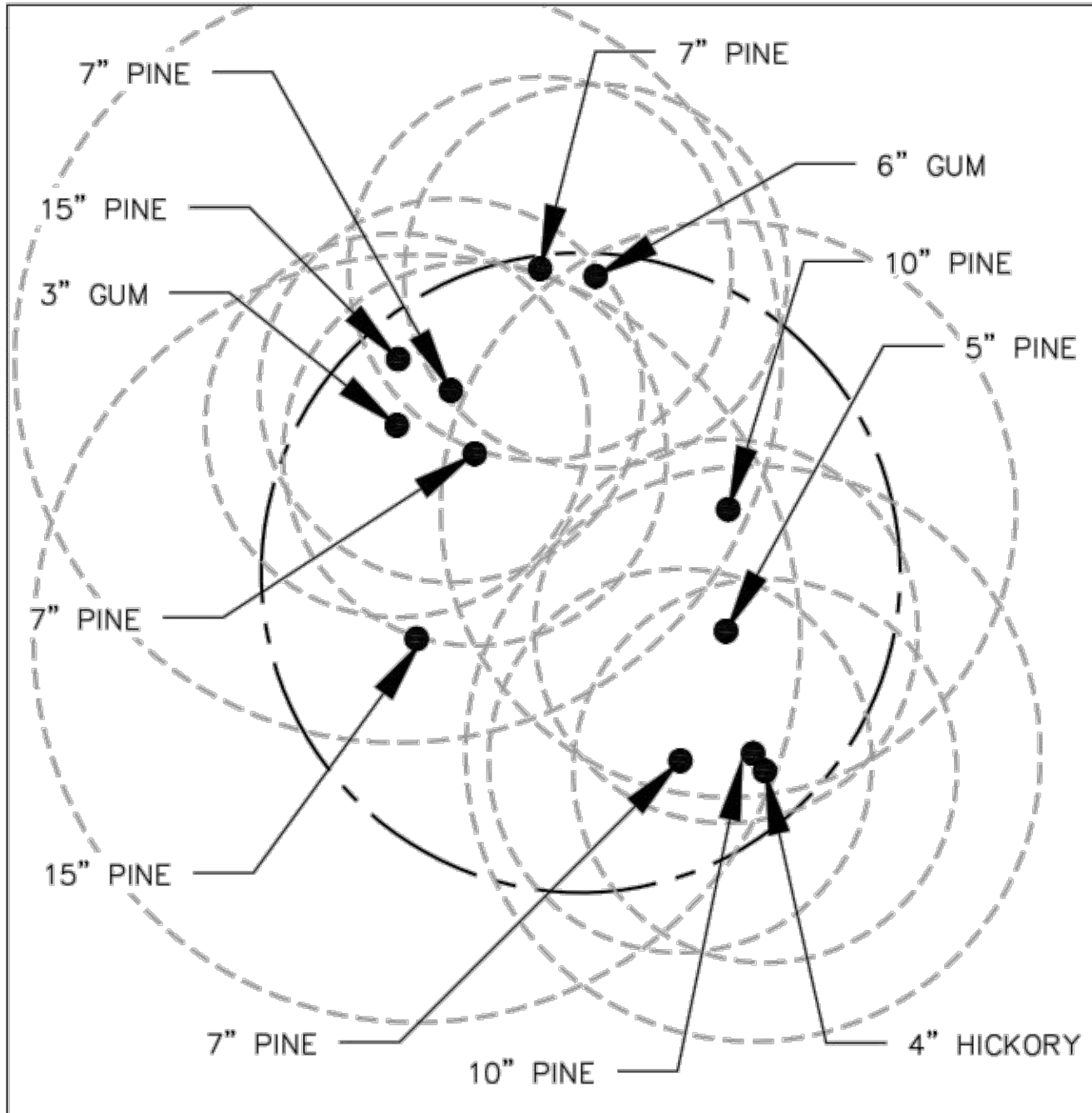
SAMPLE AREA #4



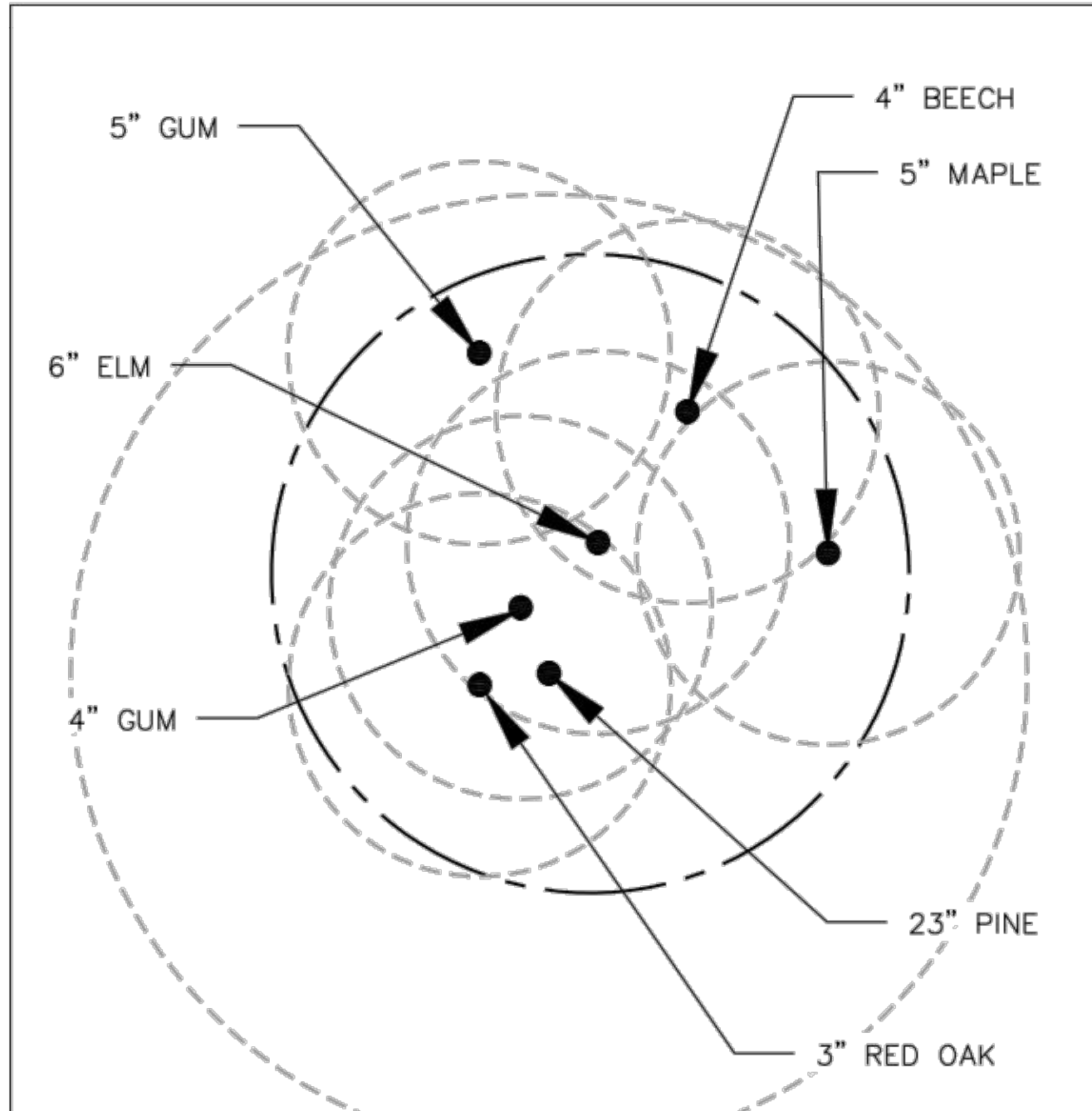
SAMPLE AREA #5



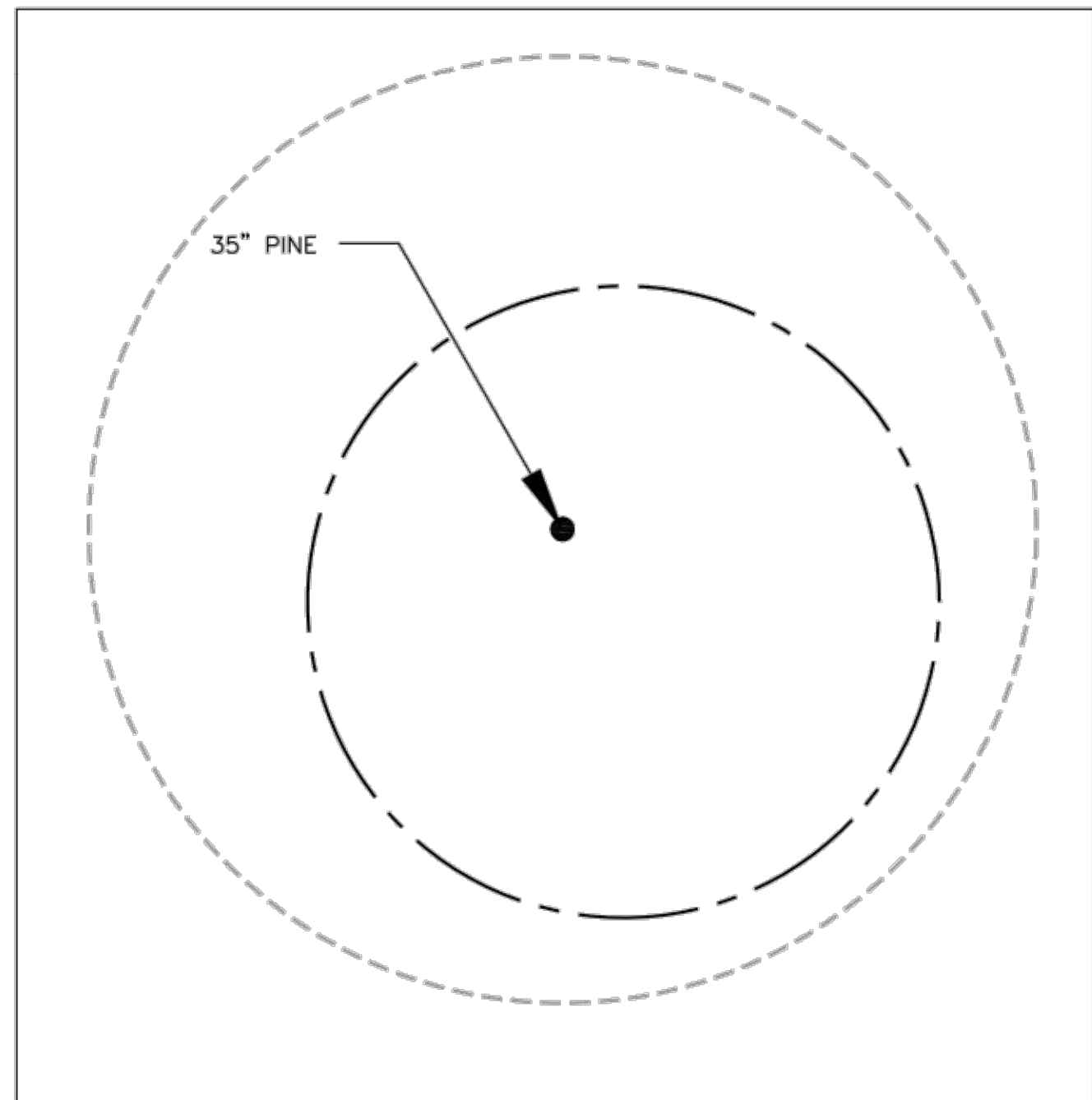
SAMPLE AREA #6



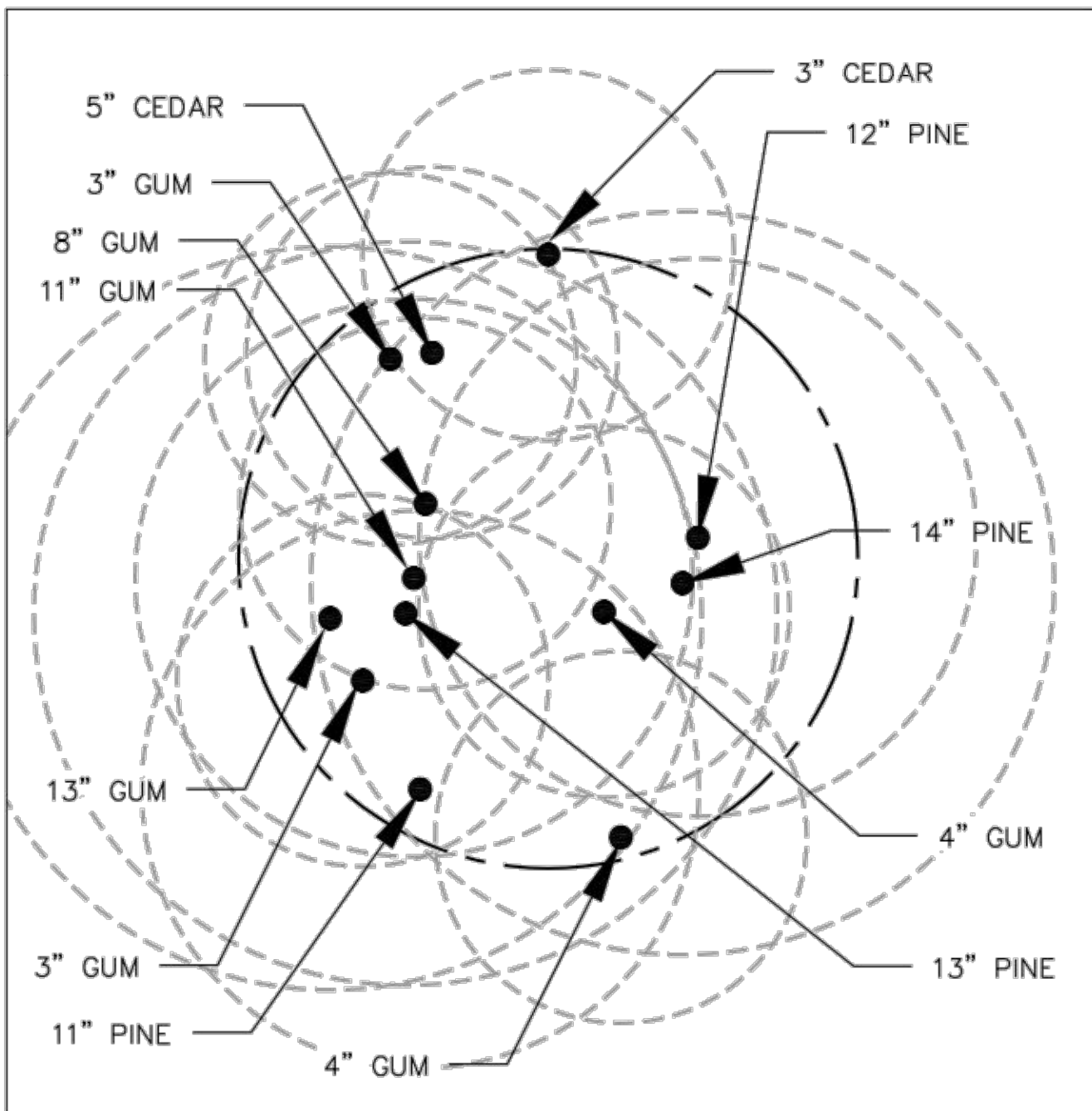
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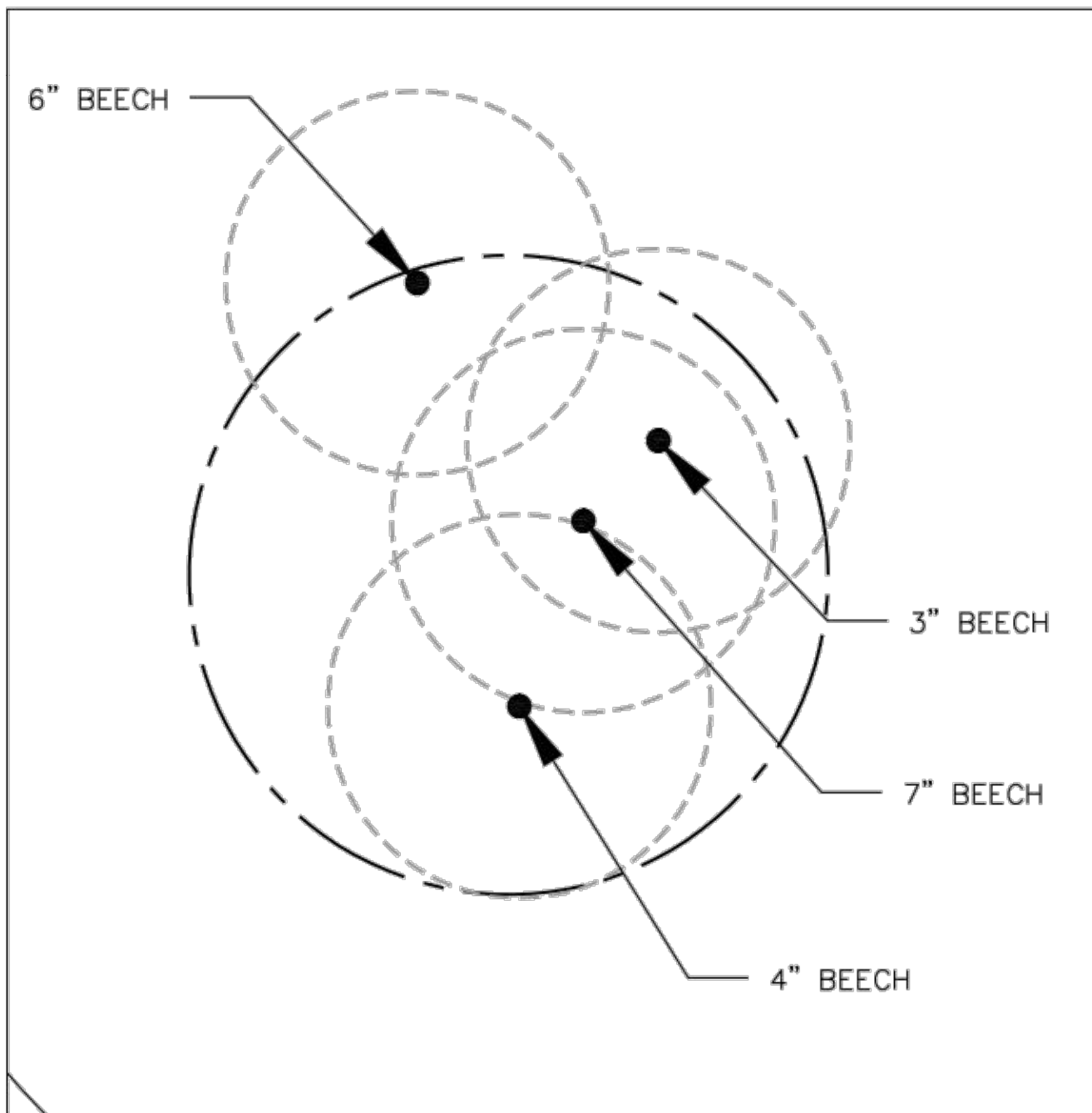
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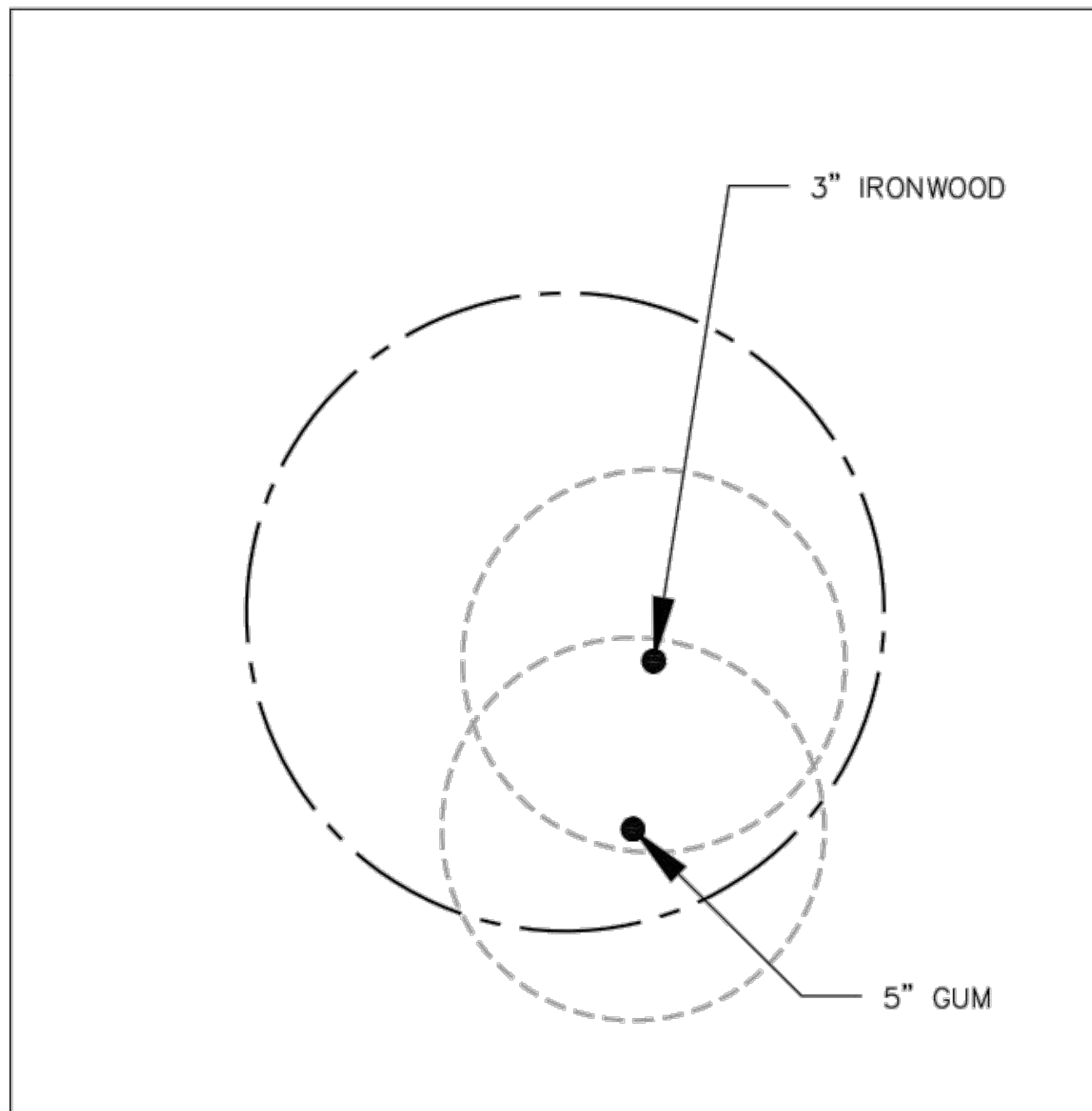
SAMPLE AREA #9



SAMPLE AREA #10



SAMPLE AREA #11



SAMPLE AREA #12

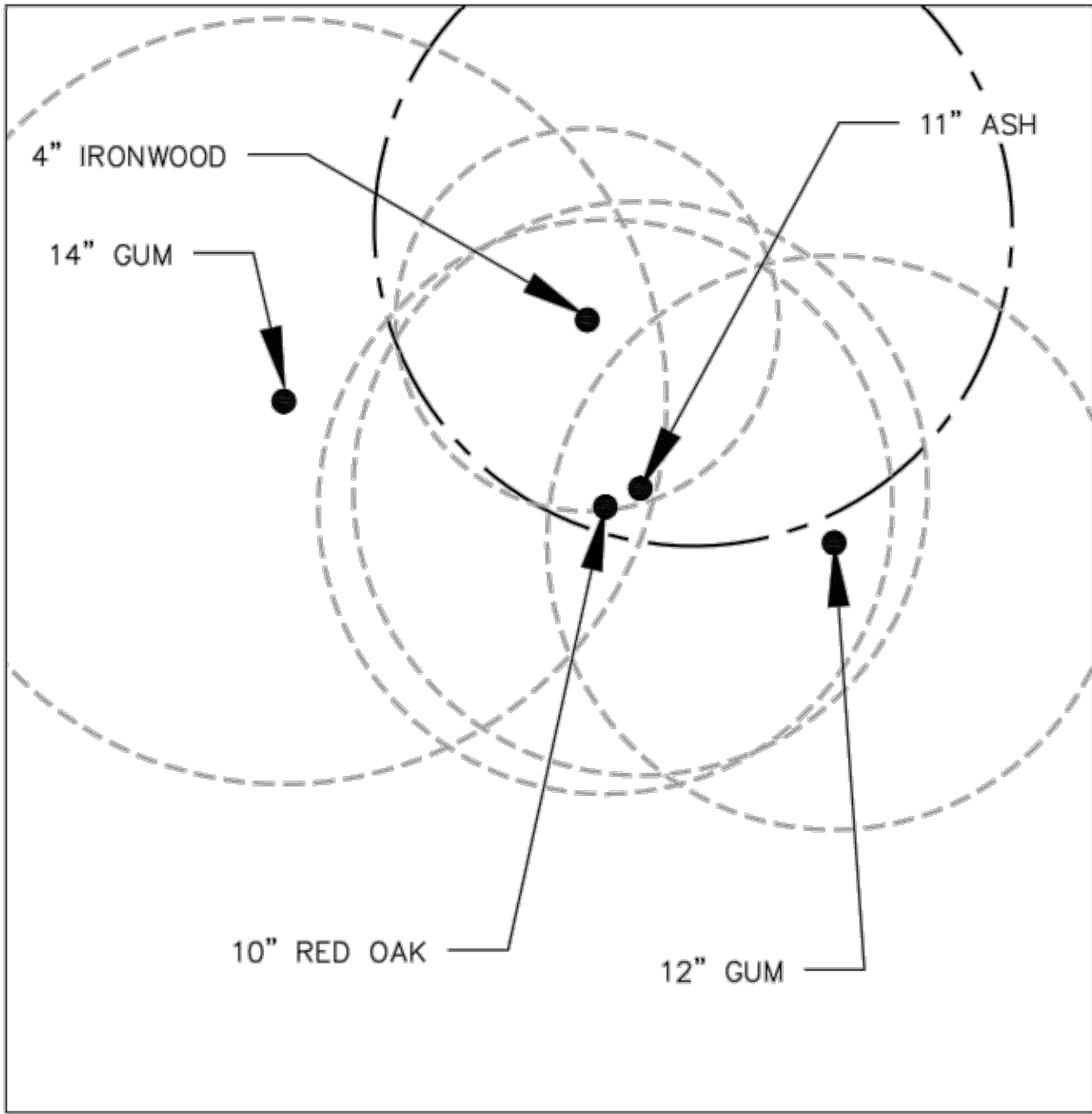


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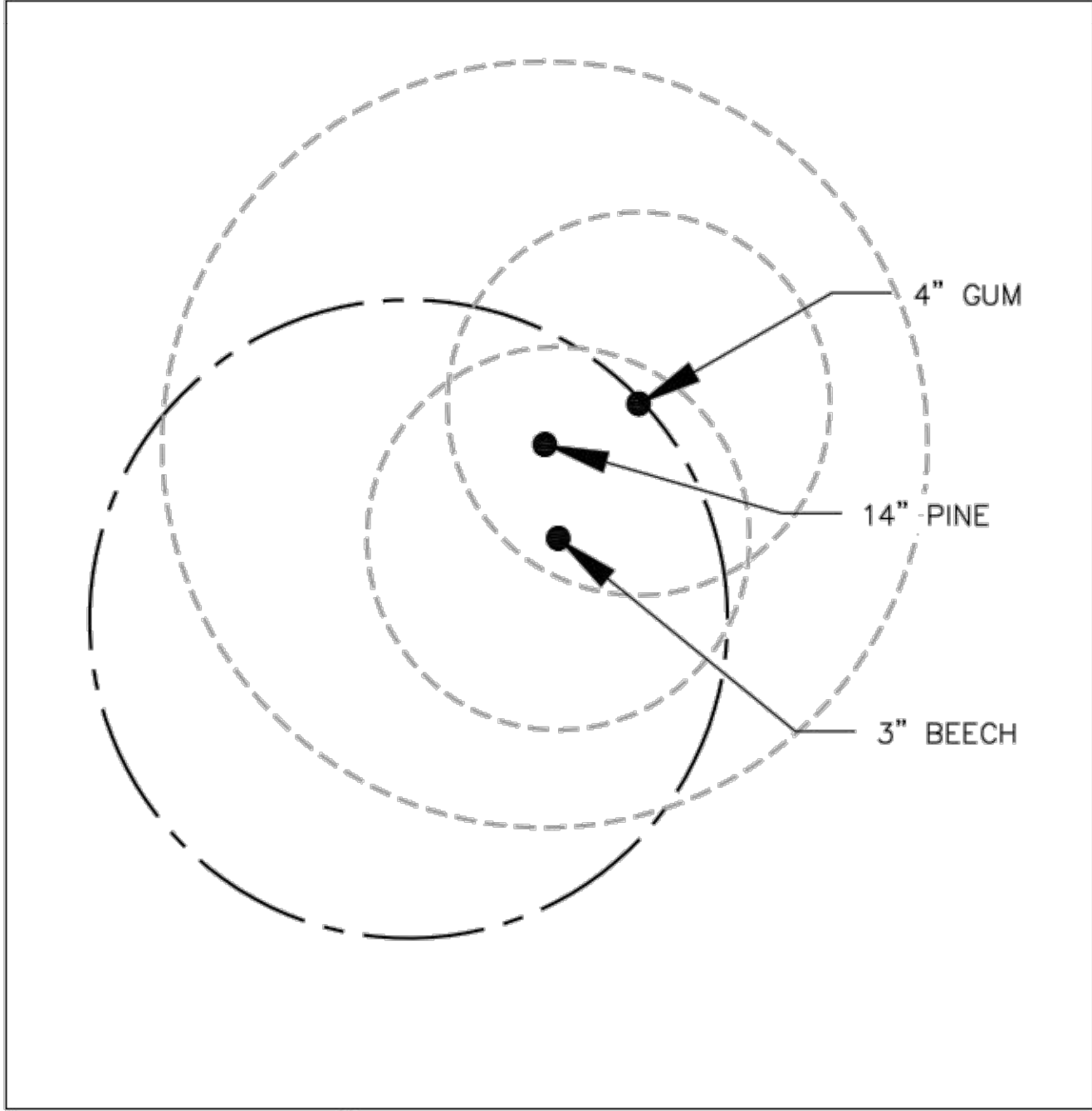
8/11/2022	
9/16/2022	
11/10/2022	

TREE SAMPLE AREAS 1-12
NORRIS CROSSING
 Avenel Ferry Road
 Holly Springs, NC

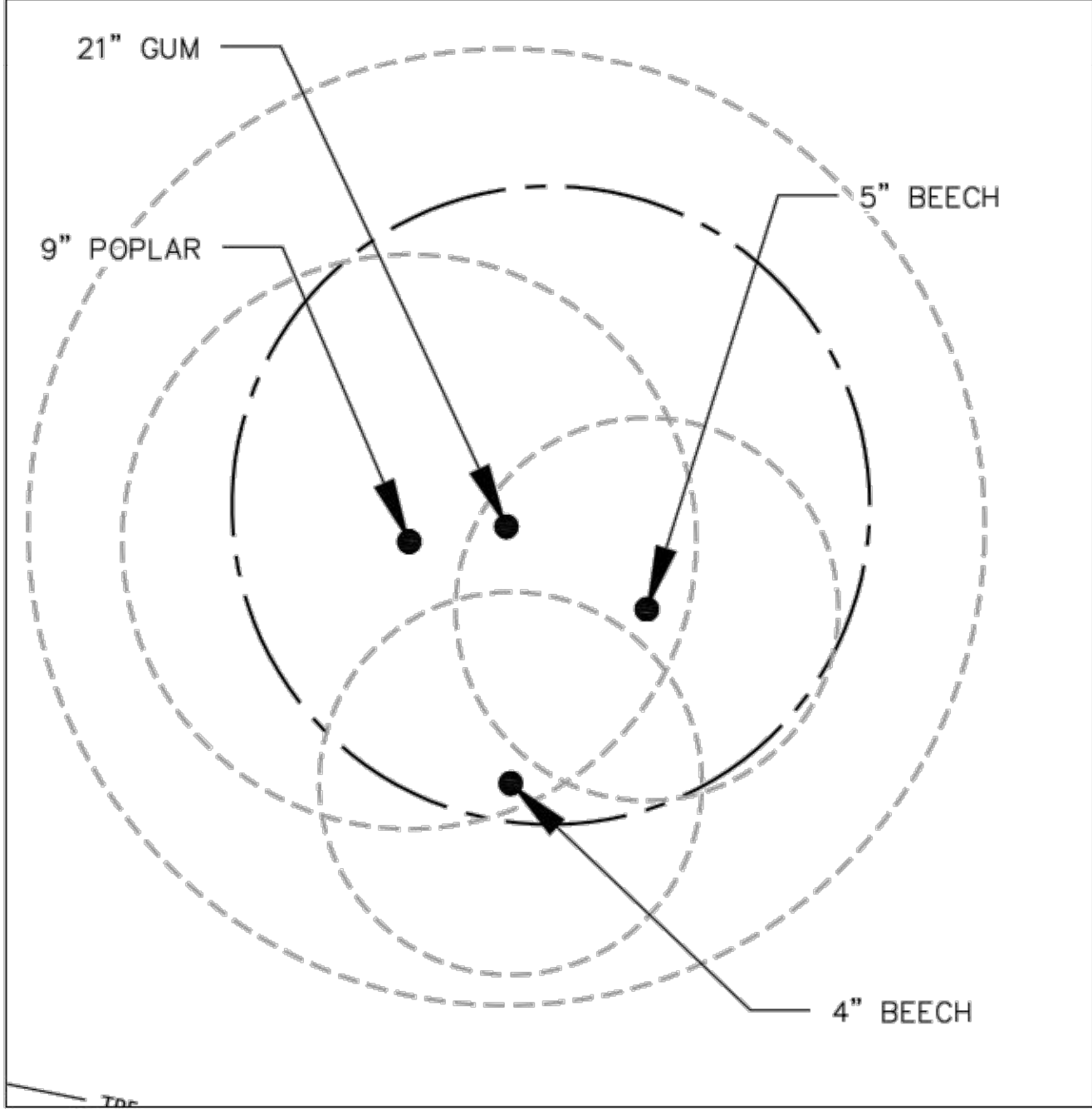
SCALE:
 AS NOTED
 DRAWN BY:
 PMP
 PROJECT #
 22086
 DATE:
 5-13-2022
 SHEET
L-8
 OF



SAMPLE AREA #13



SAMPLE AREA #14



SAMPLE AREA #15



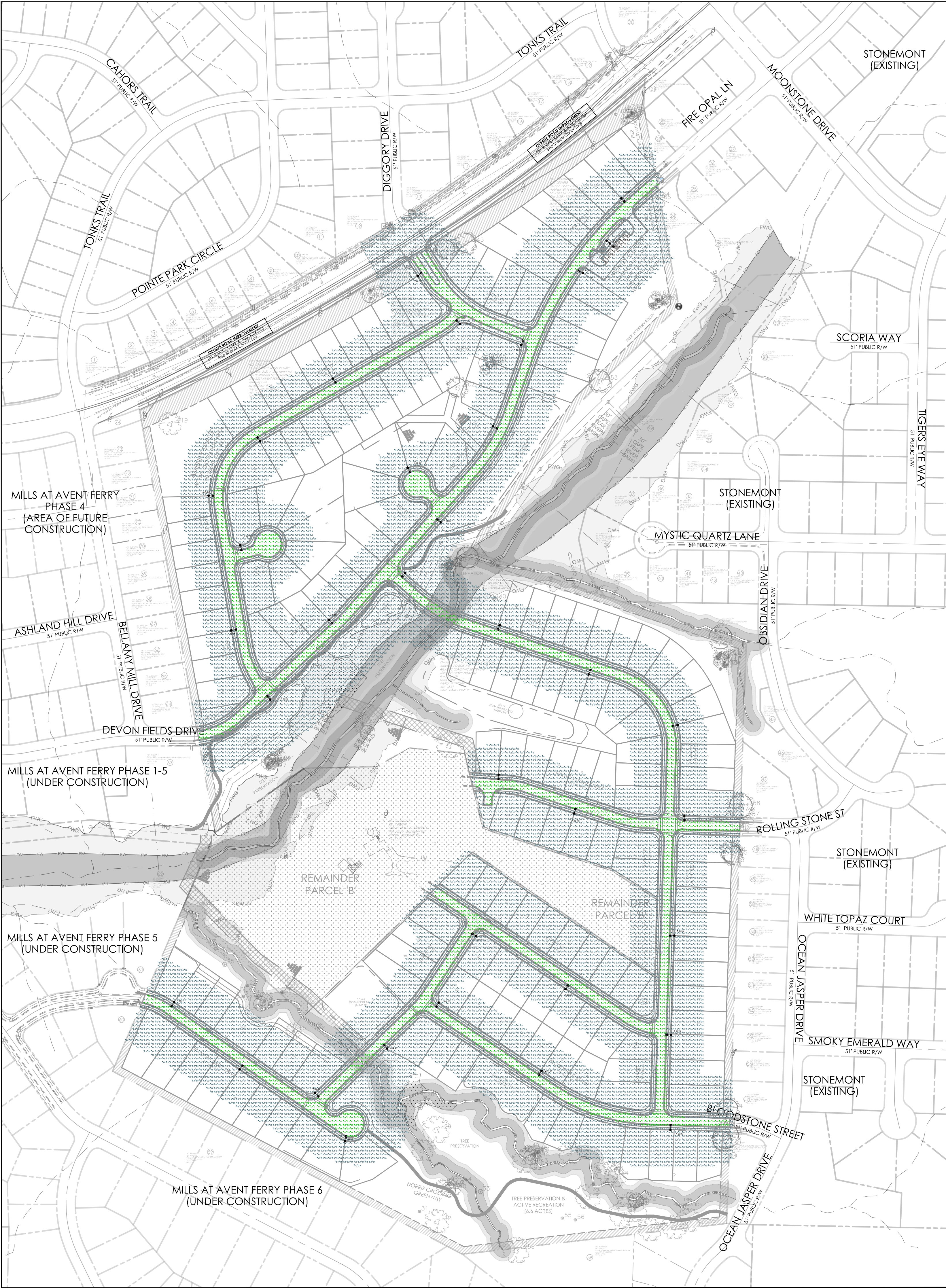
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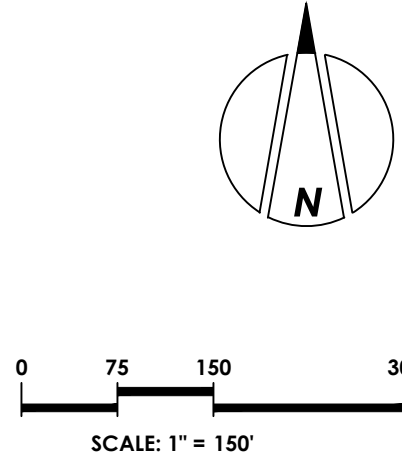
TREE SAMPLE AREAS 13-15
NORRIS CROSSING
Avent Ferry Road
Holly Springs, NC

SCALE:
AS NOTED
DRAWN BY:
PMP
PROJECT #
22086
DATE:
5-13-2022

SHEET
L-9
OF



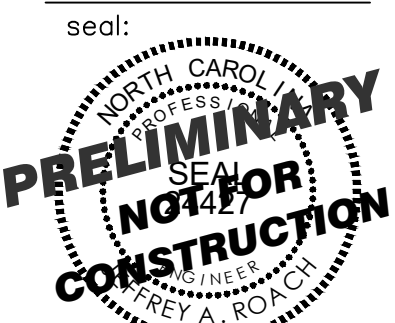
PRELIMINARY DESIGN
FINAL LIGHTING DESIGN CURRENTLY BEING COORDINATED WITH DUKE ENERGY TO UPDATE PLAN SET FOR TOWN REVIEW AND APPROVAL.
NOTE: THAT DURING CONSTRUCTION DRAWING REVIEW, A STREET LIGHTING PLAN FOR INTERIOR STREETS, ADJACENT PUBLIC STREETS AND THOROUGHFARES (IF APPLICABLE) WILL BE REQUIRED.



1 LIGHTING PLAN-OVERALL
SCALE: 1"=150'

- LEGEND (PROPOSED CONDITIONS)**
- LD LIMITS OF DISTURBANCE
 - SF SILT FENCE
 - TPF TREE PROTECTION FENCE
 - SIDE PATH/SIDEWALK GREENWAY
 - LANDSCAPE BUFFER AREA/ PRIVATE OPEN SPACE AREA
 - TREE PRESERVATION AREA
 - FUTURE DEVELOPMENT
 - ACTIVE RECREATION AREA

Project:
NORRIS CROSSING
2205 AVENT FERRY ROAD
HOLLY SPRINGS TOWNSHIP
NORTH CAROLINA 27540



No.	DATE	REVISION
1	JUNE 30, 2023	TOWN OF HOLLY SPRINGS - 1ST DEVELOPMENT PETITION REVIEW
2	SEPT 12, 2022	TOWN OF HOLLY SPRINGS - 2ND DEVELOPMENT PETITION REVIEW
3	OCTOBER 5, 2022	TOWN OF HOLLY SPRINGS - 3RD DEVELOPMENT PETITION REVIEW
4	November 21, 2022	TOWN OF HOLLY SPRINGS - 4TH DEVELOPMENT PETITION REVIEW

title:
LIGHTING PLAN OVERALL

proj #:
200402

date:
JUNE 3, 2022

dwg by: chkd by:
FS JR

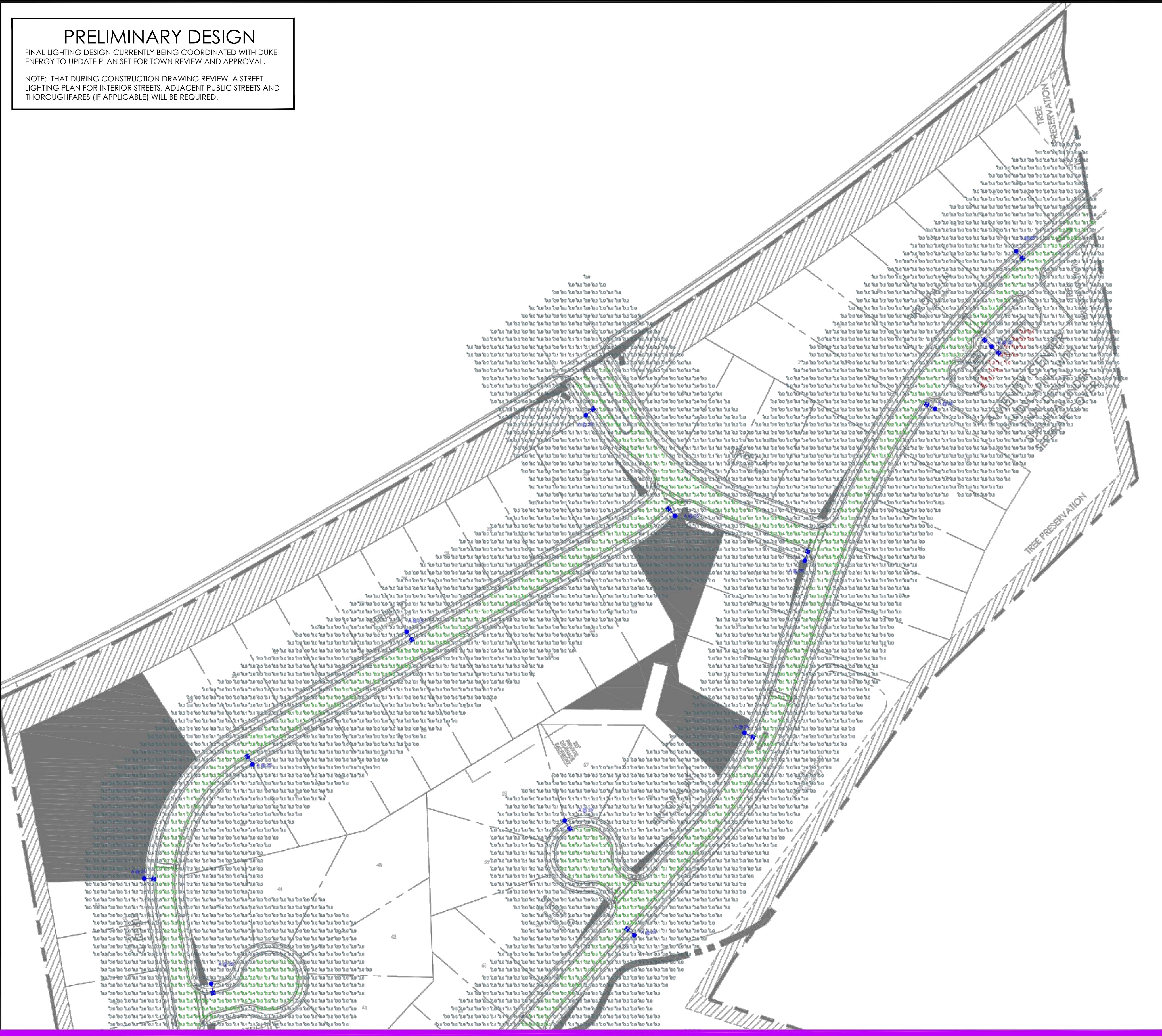
scale:
As Noted

sheet:
C150
(DEVELOPMENT PETITION)

PRELIMINARY DESIGN

FINAL LIGHTING DESIGN CURRENTLY BEING COORDINATED WITH DUKE ENERGY TO UPDATE PLAN SET FOR TOWN REVIEW AND APPROVAL.

NOTE: THAT DURING CONSTRUCTION DRAWING REVIEW, A STREET LIGHTING PLAN FOR INTERIOR STREETS, ADJACENT PUBLIC STREETS AND THOROUGHFARES (IF APPLICABLE) WILL BE REQUIRED.



Outdoor Lighting

Roadway LED

Light source: LED (white)

Lumens: 4,807 - 25,050 (future dependent)

Wattage	Light Pattern	IESNA Backlight-Uplight - Glare (BUG) Rating
LED 50	IESNA Type III (medium oval)	B1-U0-G1
LED 75	IESNA Type II (long oval)	B1-U0-G2
LED 105	IESNA Type II (long oval)	B2-U0-G3
LED 150	IESNA Type III (medium oval)	B2-U0-G2
LED 215	IESNA Type III (medium oval)	B3-U0-G3
LED 280	IESNA Type III (medium oval)	B3-U0-G4

Color temperature: 4,000K

Warm-up and restrike time: Instant on (no warm-up or restrike time)

Poles available:

Name	Mounting height	Color
Fluorocarb	25, 30, 35'	Gray
Fiberglass	25, 30, 35'	Black (additional cost)
Wood	25, 30, 35'	Standard
Metal (special conditions)*	25, 30, 35'	Gray

Features

Little to no installation cost	Free up capital for other projects
Design services by lighting professionals included	Meets industry standards and lighting ordinances
Maintenance included	Eliminates high and unexpected repair bills
Electricity included	Less expensive than metered service
Warranty included	Worry free
One low monthly cost on your electric bill	Convenience and savings for you
Turnkey operation	Provides hassle-free installation and service
Backed by over 40 years of experience	A name you can trust today ... and tomorrow

*P related features available when requested.

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Outdoor Lighting

Roadway LED

LED (Right Emitting Disc)

50 | 75 | 105 | 150 | 215 | 280 watts

Mounting heights

25, 30, 35'

Color

Gray, Black

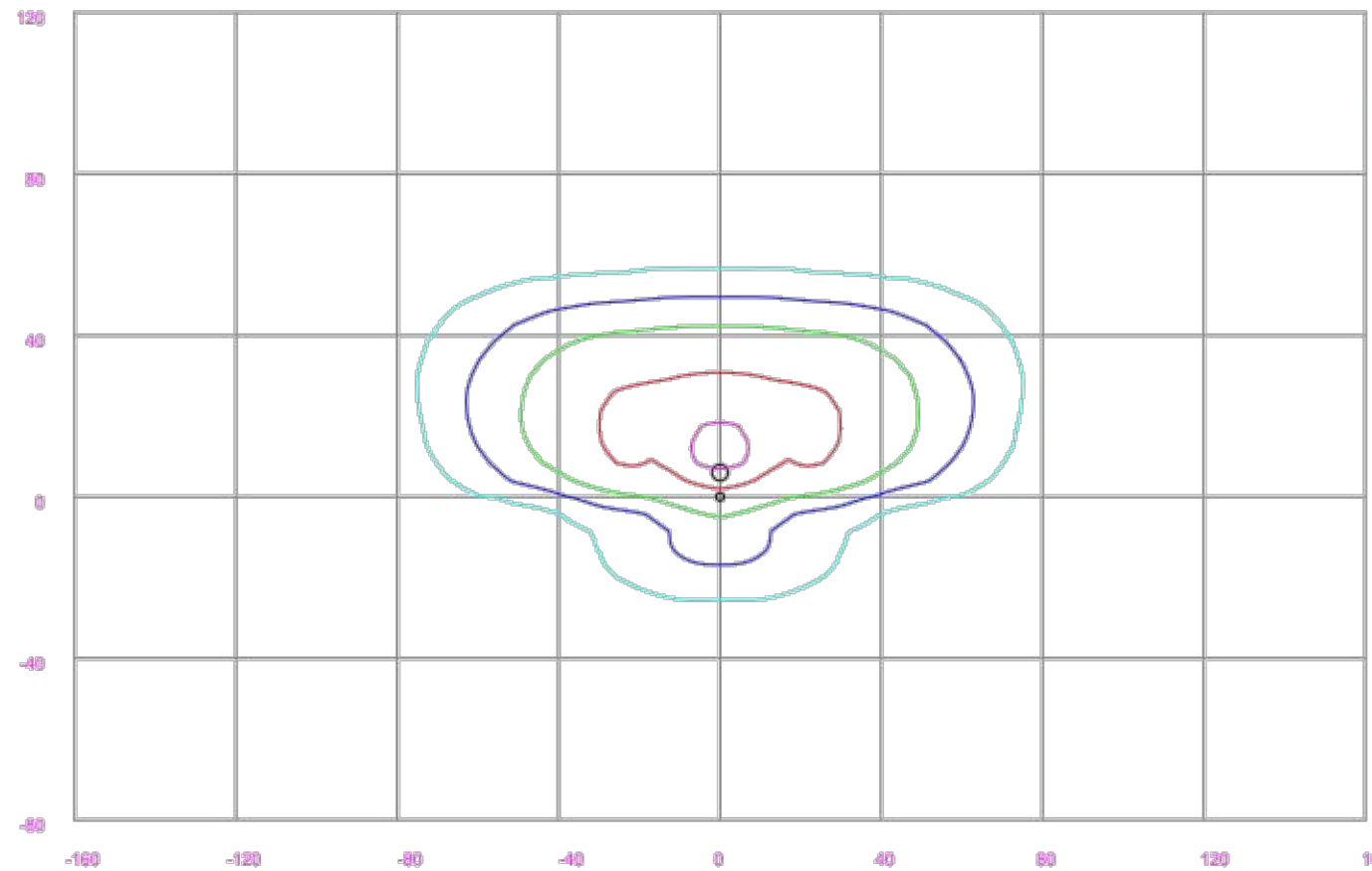
Poles

Fluorocarb (special conditions)
Wood

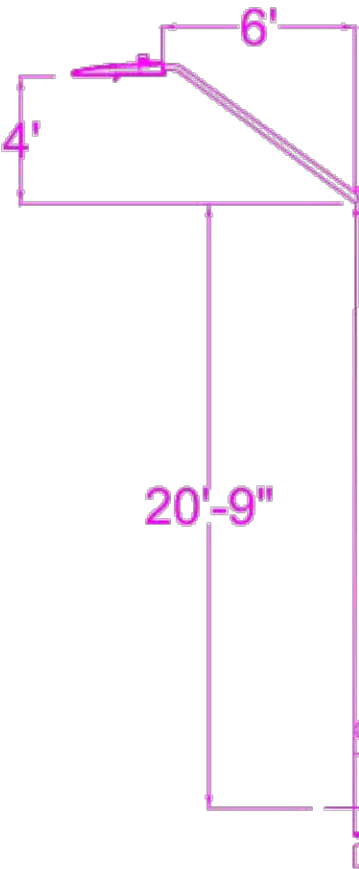
For additional information, visit our website at www.dukeenergy.com/outdoorlighting or call 1-800-448-6442.

ISOFOOTCANDLE CURVES

FIXTURE: LED 50W ROADWAY
MOUNTING HEIGHT: 25 FT
LIGHT SOURCE: LED, 3000K, 70 CRI
LUMENS - 5342
PATTERN: TYPE III, B1-U0-G1 (zero light at or above 90 degrees)

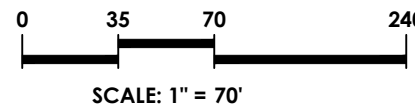


ASSY# LFIX-RW-LED-50-GRAY-III-3000K-___P
POLE ASSY# LPOLE-D8-FG-25FT-GRAY-___P (GRAY)



Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Mail Kiosk	✕	0.8 fc	1.3 fc	0.4 fc	3.3:1	2.0:1
Parking	✕	0.3 fc	1.0 fc	0.0 fc	N/A	N/A

Schedule						
Symbol	Label	QTY	Description	Number Lamps	Lumens per Lamp	LLF
✕	A	34	50W LED Roadway - 3000K - Type III - Street	1	5312	0.85
✕	B	1	50W LED Roadway - 3000K - Type III - Parking	1	5312	0.85



C151

Rev	DATE	Updated Site Plan	NJ
NO.	DATE	REVISION	BY

LIGHTING DESIGN TOLERANCE

The calculated footcandle light levels in this lighting design are predicted values and are based on specific information that has been supplied to Duke Energy. Any inaccuracies in the supplied information, differences in luminaire installation, lighted area geometry including elevation differences, reflective properties of surrounding surfaces, obstructions (foliage or otherwise) in the lighted area, or lighting from sources other than listed in this design may produce different results from the predicted values. Normal tolerances of voltage, lamp output, and ballast and luminaire manufacture will also affect results.



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NORRIS CROSSING SUBDIVISION			
HOLLY SPRINGS, NC			
SITE LIGHTING ARRANGEMENT			
Designed by	DUKE ENERGY PROGRESS LIGHTING SOLUTIONS		
Reviewed by	N. Johnson	Scale	1" = 70'
Date	08/11/2022	Size	Drawing size "D"
Description 50W LED ROADWAY			
Drawing No.	22-0190B	Sht.	1 OF 3

FINAL LIGHTING DESIGN CURRENTLY BEING COORDINATED WITH DUKE ENERGY TO UPDATE PLAN SET FOR TOWN REVIEW AND APPROVAL.

NOTE: THAT DURING CONSTRUCTION DRAWING REVIEW, A STREET LIGHTING PLAN FOR INTERIOR STREETS, ADJACENT PUBLIC STREETS AND THOROUGHFARES (IF APPLICABLE) WILL BE REQUIRED.

C152

C152 SCALE: 1"=70'

SCALE: 1"=70'

The calculated footcandle light levels in this lighting design are predicted values and are based on specific information that has been supplied to Duke Energy. Any inaccuracies in the supplied information, differences in luminaire installation, lighted area geometry including elevation differences, reflective properties of surrounding surfaces, obstructions (foliage or otherwise) in the lighted area, or lighting from sources other than listed in this design may produce different results from the predicted values. Normal tolerances of voltage, lamp output, and ballast and luminaire manufacture will also affect results.



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SITE LIGHTING ARRANGEMENT

Reviewed by N. Johnson Scale 1" = 70'

Description	50W LED ROADWAY
-------------	-----------------

Drawing No. 22-0190B Sht. 2 OF 3

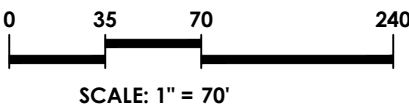
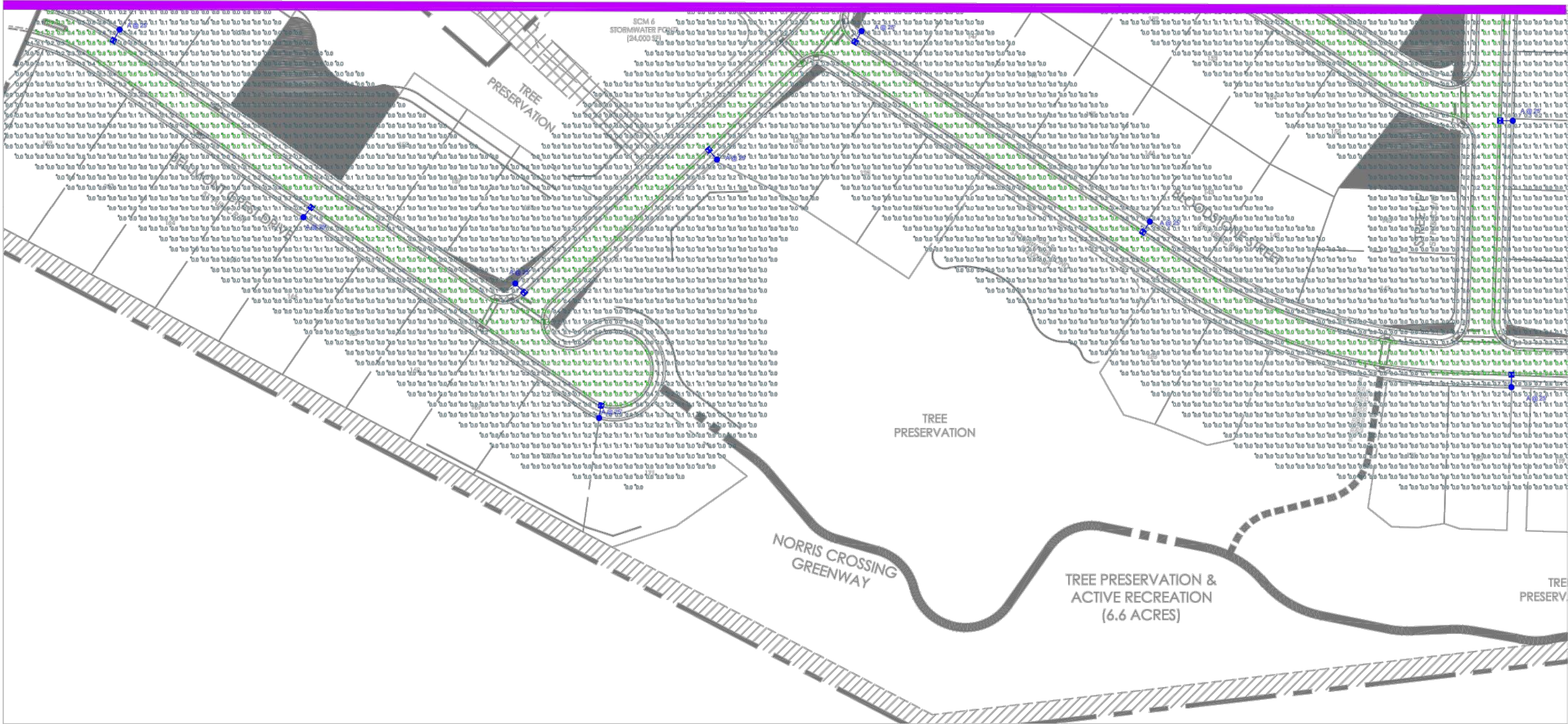
Rev B	08/11/22	Updated Site Plan	NJ
NO.	DATE	REVISION	BY

PRELIMINARY DESIGN

FINAL LIGHTING DESIGN CURRENTLY BEING COORDINATED WITH DUKE ENERGY TO UPDATE PLAN SET FOR TOWN REVIEW AND APPROVAL.

NOTE: THAT DURING CONSTRUCTION DRAWING REVIEW, A STREET LIGHTING PLAN FOR INTERIOR STREETS, ADJACENT PUBLIC STREETS AND THOROUGHFARES (IF APPLICABLE) WILL BE REQUIRED.

MATCHLINE TO SHEET 2



1 LIGHTING PLAN - PARTIAL
C153 SCALE: 1"=70'

C153

Rev B	08/11/22	Updated Site Plan	NJ
NO.	DATE	REVISION	BY

LIGHTING DESIGN TOLERANCE
The calculated footcandle light levels in this lighting design are predicted values and are based on specific information that has been supplied to Duke Energy. Any inaccuracies in the supplied information, differences in luminaire installation, lighted area geometry including elevation differences, reflective properties of surrounding surfaces, obstructions (foliage or otherwise) in the lighted area, or lighting from sources other than listed in this design may produce different results from the predicted values. Normal tolerances of voltage, lamp output, and ballast and luminaire manufacture will also affect results.

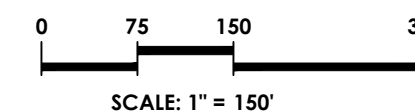
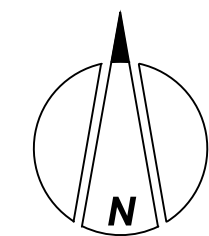


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NORRIS CROSSING SUBDIVISION		
HOLLY SPRINGS, NC		
SITE LIGHTING ARRANGEMENT		
Designed by	DUKE ENERGY PROGRESS LIGHTING SOLUTIONS	
Reviewed by	N. Johnson	Scale 1" = 70'
Date	08/11/2022	Size Drawing size "D"
Description	50W LED ROADWAY	
Drawing No.	22-0190B	Sht. 3 OF 3



1. ALL NEW AND EXISTING OVERHEAD POWER LINES AND SERVICES MUST BE INSTALLED UNDERGROUND WITH THIS DEVELOPMENT. ALL EXISTING OVERHEAD LINES MUST BE RELOCATED UNDERGROUND WITH THIS PROJECT. IF THE RELOCATION OF EXISTING OVERHEAD POWER LINES UNDERGROUND IS DEEMED NOT FEASIBLE BY THE TOWN AND/OR THE UTILITY COMPANY, A FEE-IN-LIEU WILL BE REQUIRED PRIOR TO CONSTRUCTION DRAWING APPROVAL IN ACCORDANCE WITH THE UDO. THIS PROJECT IS COORDINATING WITH TOWN AND DUKE TO MEET THE UDO REQUIREMENT FOR RELOCATION OF ELECTRIC
2. NEW RESIDENTIAL SERVICE WILL BE PROVIDE TO THE MAÇON RESIDENCE VIA NEWLY INSTALLED ELECTRIC SERVICE. COORDINATE WITH TOWN AND DUKE TO RELOCATE OVERHEAD STRUCTURE. EXIST OVERHEAD POWER LINES TO BE REMOVED.



<u>LEGEND (PROPOSED CONDITIONS)</u>	
—— LD ——	LIMITS OF DISTURBANCE
—— SF ——	SILT FENCE
—— TPF ——	TREE PROTECTION FENCE
	SIDE PATH/SIDEWALK GREENWAY
	LANDSCAPE BUFFER AREA/ PRIVATE OPEN SPACE AREA
	TREE PRESERVATION AREA
	FUTURE DEVELOPMENT
	ACTIVE RECREATION AREA

proj #: 200402

date: JUNE 3, 20

dwg by: chke J
FS

scale: As Noted

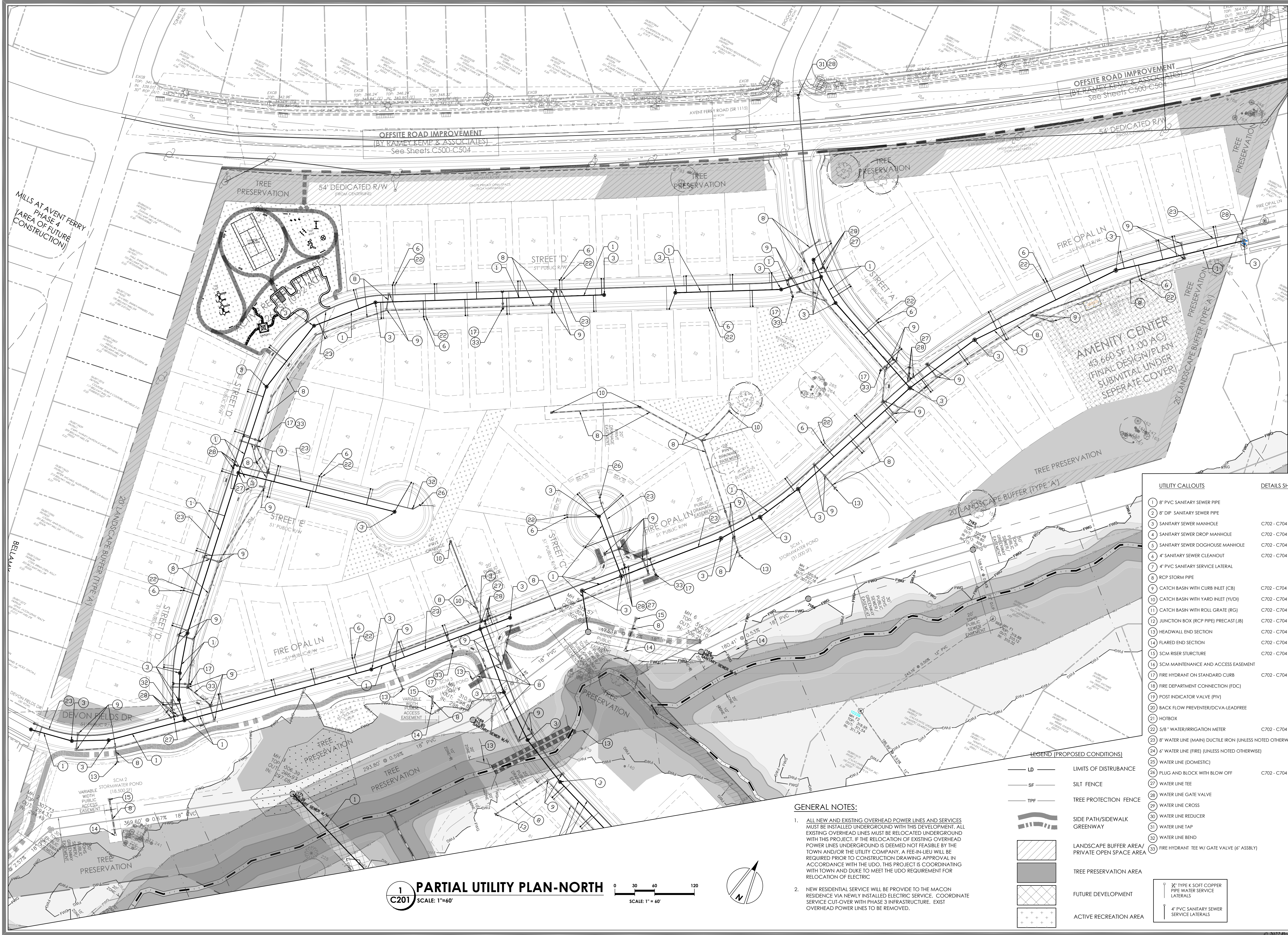
sheet:

C200
(DEVELOPMENT PETITION)

NC License #P-0673

project:
NORRIS CROSSING
2205 AVENT FERRY ROAD
HOLLY SPRINGS TOWNSHIP
HOLLY SPRINGS, NORTH CAROLINA 27540

1	JUNE 29, 2022	TOWN OF HOLLY SPRINGS - 1ST DEVELOPMENT PETITION REVIEW	FS
2	SEPT 02, 2022	TOWN OF HOLLY SPRINGS - 2ND DEVELOPMENT PETITION REVIEW	FS
3	October 5, 2022	TOWN OF HOLLY SPRINGS - 3RD DEVELOPMENT PETITION REVIEW	FS
4	November 23, 2022	TOWN OF HOLLY SPRINGS - 4TH DEVELOPMENT PETITION REVIEW	FS
No.	DATE	REVISION	BY



PEAK

Engineering & Design

1125 Apex Parkway | Apex, NC 27502

919.439.4300

www.peakengineering.com

NC License #P-0673

project:

NORRIS CROSSING

2205 AVENT FERRY ROAD

HOLLY SPRINGS, NORTH CAROLINA 27540

seal:

PRELIMINARY

NOT FOR CONSTRUCTION

title:

PARTIAL UTILITY PLAN NORTH

proj #:

200402

date:

JUNE 3, 2022

dwg by:

chkd by:

FS JR

scale:

As Noted

sheet:

C201

(DEVELOPMENT PETITION)

UTILITY CALLOUTS

DETAILS SHEET

1 8" PVC SANITARY SEWER PIPE

2 8" DIP SANITARY SEWER PIPE

3 SANITARY SEWER MANHOLE

4 SANITARY SEWER DROP MANHOLE

5 SANITARY SEWER DOGHOUSE MANHOLE

6 4" SANITARY SEWER CLEANOUT

7 4" PVC SANITARY SERVICE LATERAL

8 RCP STORM PIPE

9 CATCH BASIN WITH CURB INLET (CB)

10 CATCH BASIN WITH YARD INLET (YI/DI)

11 CATCH BASIN WITH ROLL GRATE (RG)

12 JUNCTION BOX (RCP PIPE) PRECAST (JB)

13 HEADWALL END SECTION

14 FLARED END SECTION

15 SCM RISER STRUCTURE

16 SCM MAINTENANCE AND ACCESS EASEMENT

17 FIRE HYDRANT ON STANDARD CURB

18 FIRE DEPARTMENT CONNECTION (FDC)

19 POST INDICATOR VALVE (PIV)

20 BACK FLOW PREVENTER (BCVA-LEADFREE)

21 HOTBOX

22 3/8" WATER/IRRIGATION METER

23 8" WATER LINE (MAIN) DUCTILE IRON (UNLESS NOTED OTHERWISE)

24 6" WATER LINE (FIRE) (UNLESS NOTED OTHERWISE)

25 WATER LINE (DOMESTIC)

26 PLUG AND BLOCK WITH BLOW OFF

27 WATER LINE TEE

28 WATER LINE GATE VALVE

29 WATER LINE CROSS

30 WATER LINE REDUCER

31 WATER LINE TAP

32 WATER LINE BEND

33 FIRE HYDRANT TEE W/ GATE VALVE (6" ASSEMBLY)

LD LIMITS OF DISTURBANCE

SF SILT FENCE

TPF TREE PROTECTION FENCE

SIDE PATH/SIDEWALK GREENWAY

LANDSCAPE BUFFER AREA / PRIVATE OPEN SPACE AREA

TREE PRESERVATION AREA

FUTURE DEVELOPMENT

ACTIVE RECREATION AREA

LEGEND (PROPOSED CONDITIONS)

3/4" TYPE K SOFT COPPER PIPE WATER SERVICE LATERALS

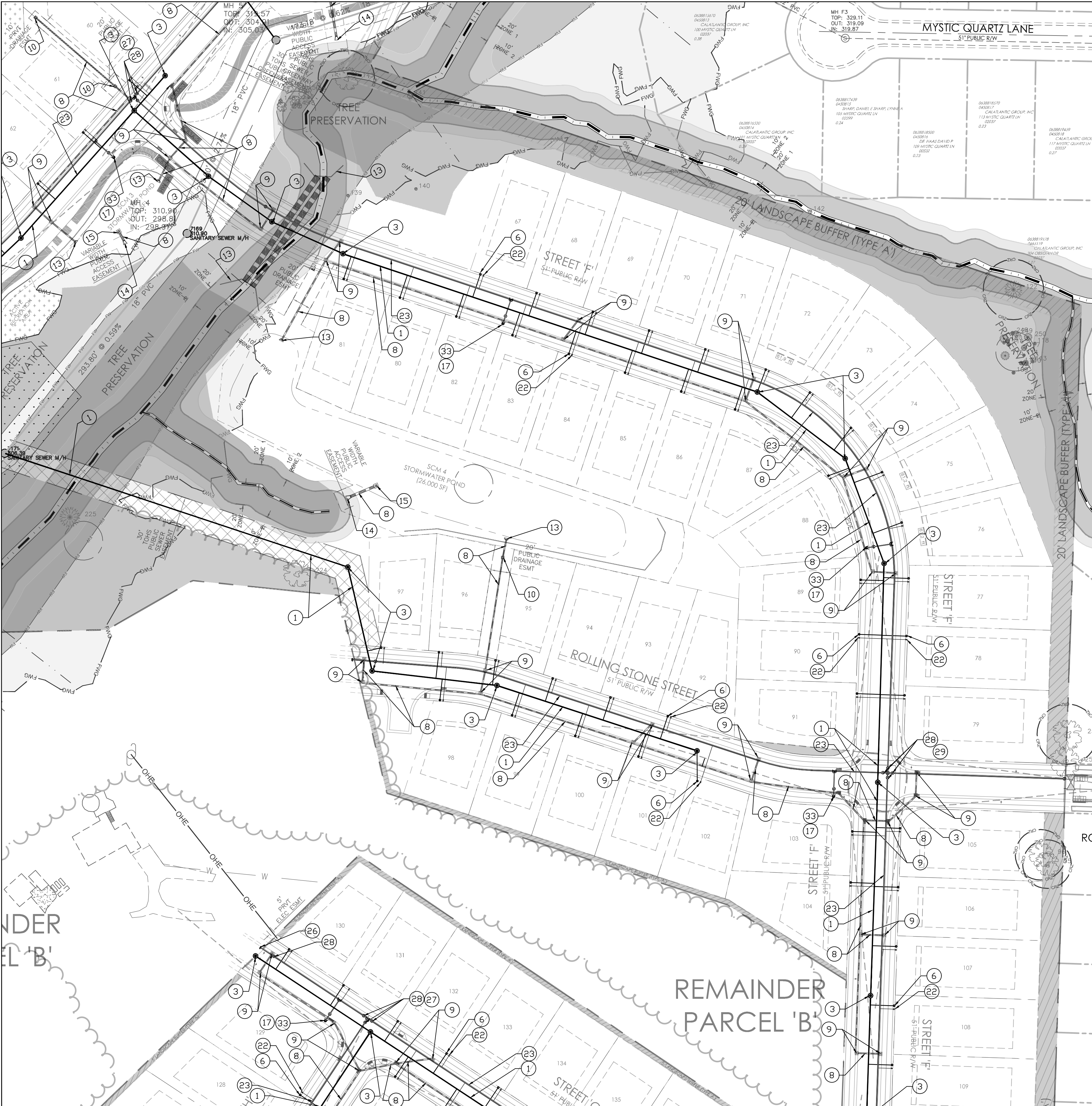
4" PVC SANITARY SEWER SERVICE LATERALS

GENERAL NOTES:

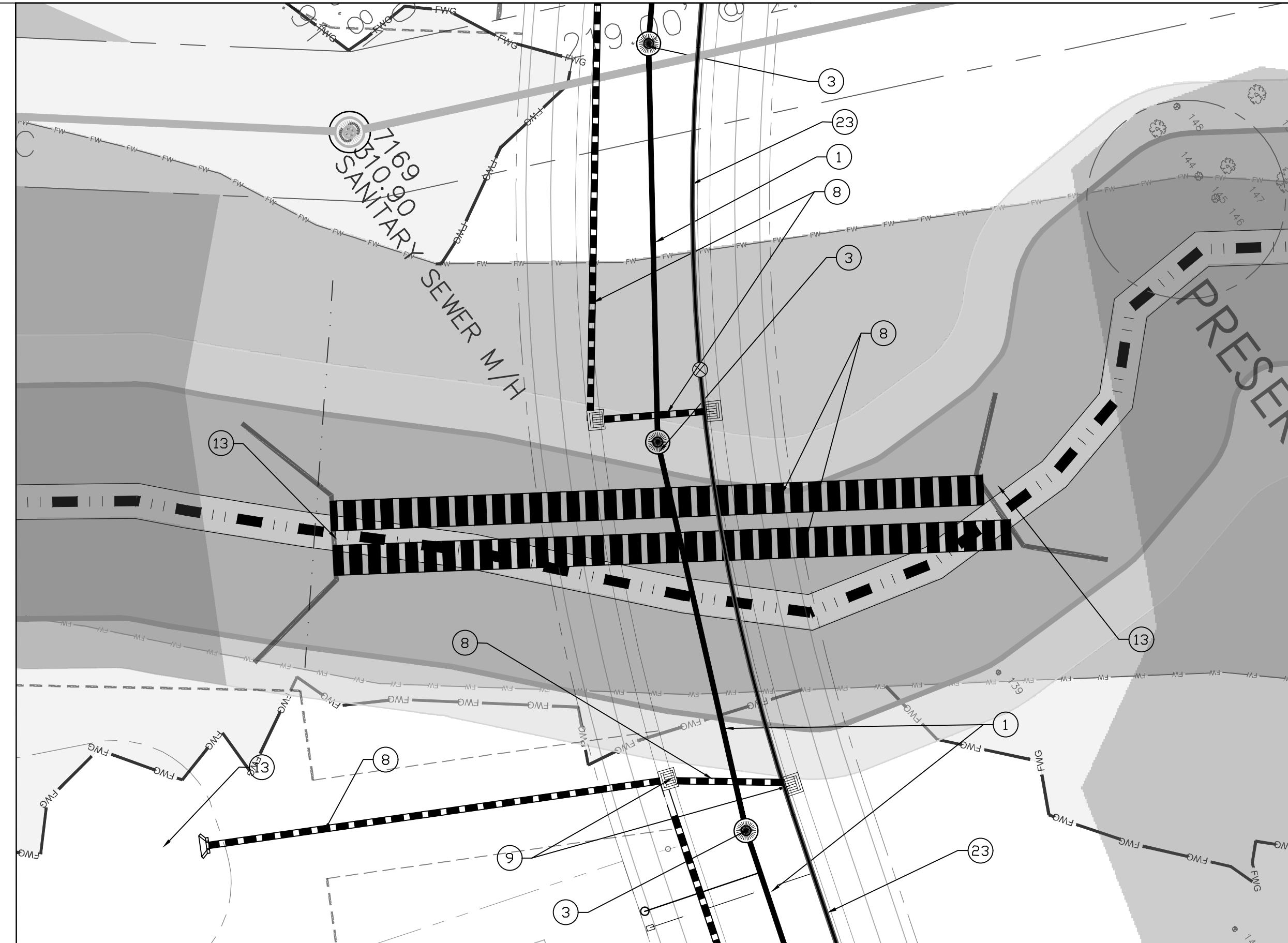
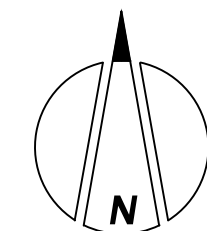
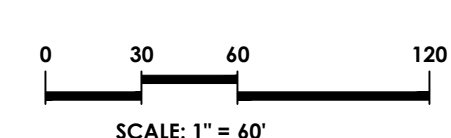
1. ALL NEW AND EXISTING OVERHEAD POWER LINES AND SERVICES MUST BE INSTALLED UNDERGROUND WITH THIS DEVELOPMENT. ALL EXISTING OVERHEAD LINES MUST BE RELOCATED UNDERGROUND WITH THIS PROJECT. IF THE RELOCATION OF EXISTING OVERHEAD POWER LINES UNDERGROUND IS DEEMED NOT FEASIBLE BY THE TOWN AND/OR THE UTILITY COMPANY, A FEE-IN-LIEU WILL BE REQUIRED PRIOR TO CONSTRUCTION DRAWING APPROVAL IN ACCORDANCE WITH THE UDO. THIS PROJECT IS COORDINATING WITH TOWN AND DUKE TO MEET THE UDO REQUIREMENT FOR RELOCATION OF ELECTRIC.

2. NEW RESIDENTIAL SERVICE WILL BE PROVIDED TO THE MACON RESIDENCE VIA NEWLY INSTALLED ELECTRIC SERVICE. COORDINATE SERVICE CUT-OVER WITH PHASE 3 INFRASTRUCTURE. EXIST OVERHEAD POWER LINES TO BE REMOVED.

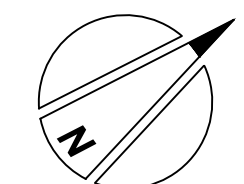
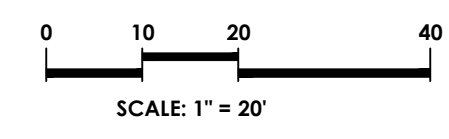
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1 PARTIAL UTILITY PLAN-SOUTH
C202 SCALE: 1"=60'



2 PARTIAL UTILITY PLAN-CULVERT CROSSING 1
C202 SCALE: 1"=20'



LEGEND (PROPOSED CONDITIONS)

- LD LIMITS OF DISTURBANCE
- SF SILT FENCE
- TPF TREE PROTECTION FENCE
- SIDE PATH/SIDEWALK GREENWAY
- LANDSCAPE BUFFER AREA/ PRIVATE OPEN SPACE AREA
- TREE PRESERVATION AREA
- FUTURE DEVELOPMENT
- ACTIVE RECREATION AREA

- 3/4" TYPE K SOFT COPPER PIPE WATER SERVICE LATERALS
- 4" PVC SANITARY SEWER SERVICE LATERALS

UTILITY CALLOUTS		DETAILS SHEET
1	8" PVC SANITARY SEWER PIPE	
2	8" DIP SANITARY SEWER PIPE	
3	SANITARY SEWER MANHOLE	C702 - C704
4	SANITARY SEWER DROP MANHOLE	C702 - C704
5	SANITARY SEWER DOGHOUSE MANHOLE	C702 - C704
6	4" SANITARY SEWER CLEANOUT	C702 - C704
7	4" PVC SANITARY SERVICE LATERAL	
8	RCP STORM PIPE	
9	CATCH BASIN WITH CURB INLET (CB)	C702 - C704
10	CATCH BASIN WITH YARD INLET (YI/DI)	C702 - C704
11	CATCH BASIN WITH ROLL GRATE (RG)	C702 - C704
12	JUNCTION BOX (RCP PIPE) PRECAST (JB)	C702 - C704
13	HEADWALL END SECTION	C702 - C704
14	FLARED END SECTION	C702 - C704
15	SCM RISER STURCTURE	C702 - C704
16	SCM MAINTENANCE AND ACCESS EASEMENT	
17	FIRE HYDRANT ON STANDARD CURB	C702 - C704
18	FIRE DEPARTMENT CONNECTION (FDC)	
19	POST INDICATOR VALVE (PIV)	
20	BACK FLOW PREVENTER/DCVA-LEADFREE	
21	HOTBOX	
22	5/8" WATER/IRRIGATION METER	C702 - C704
23	8" WATER LINE (MAIN) DUCTILE IRON (UNLESS NOTED OTHERWISE)	
24	6" WATER LINE (FIRE) (UNLESS NOTED OTHERWISE)	
25	WATER LINE (DOMESTIC)	
26	PLUG AND BLOCK WITH BLOW OFF	C702 - C704
27	WATER LINE TEE	
28	WATER LINE GATE VALVE	
29	WATER LINE CROSS	
30	WATER LINE REDUCER	
31	WATER LINE TAP	
32	WATER LINE BEND	
33	FIRE HYDRANT TEE W/ GATE VALVE (6" ASS'LY)	

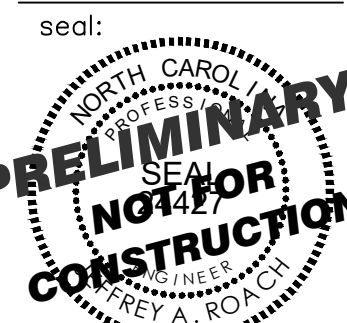
GENERAL NOTES:

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- NEW RESIDENTIAL SERVICE WILL BE PROVIDE TO THE MACON RESIDENCE VIA NEWLY INSTALLED ELECTRIC SERVICE. COORDINATE SERVICE CUT-OVER WITH PHASE 3 INFRASTRUCTURE. EXIST OVERHEAD POWER LINES TO BE REMOVED.



NC License #P-0673

project:
NORRIS CROSSING
2205 AVENT FERRY ROAD
HOLLY SPRINGS TOWNSHIP
NORTH CAROLINA 27540

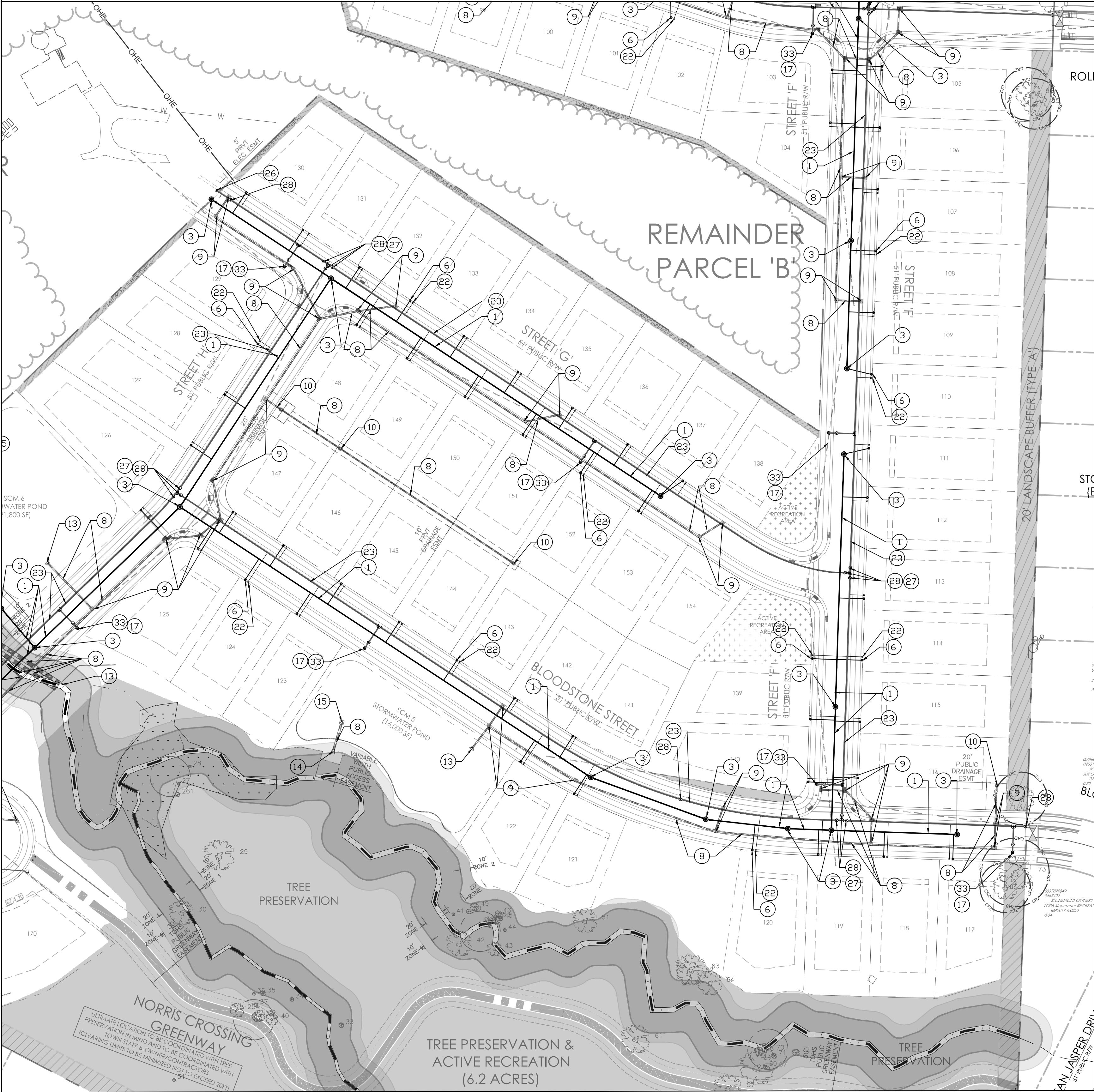


REVISION		DATE	BY
1	TOWN OF HOLLY SPRINGS - 1ST DEVELOPMENT PETITION BOARD	JUNE 30, 2023	FS
2	TOWN OF HOLLY SPRINGS - 2ND DEVELOPMENT PETITION BOARD	SEPT 12, 2023	FS
3	TOWN OF HOLLY SPRINGS - 3RD DEVELOPMENT PETITION BOARD	OCTOBER 5, 2023	FS
4	TOWN OF HOLLY SPRINGS - 4TH DEVELOPMENT PETITION BOARD	November 23, 2023	FS

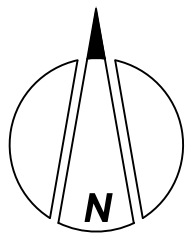
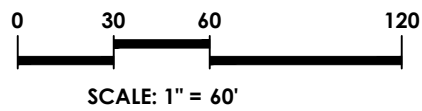
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PARTIAL
UTILITY PLAN
EAST

proj #:
200402
date:
JUNE 3, 2022
dwg by: chkd by:
FS JR
scale:
As Noted

sheet:
C202
(DEVELOPMENT PETITION)



1
C203 **PARTIAL UTILITY PLAN-SOUTH**
SCALE: 1"=60'



GENERAL NOTES:

- ALL NEW AND EXISTING OVERHEAD POWER LINES AND SERVICES MUST BE INSTALLED UNDERGROUND WITH THIS DEVELOPMENT. ALL EXISTING OVERHEAD LINES MUST BE RELOCATED UNDERGROUND WITH THIS PROJECT. IF THE RELOCATION OF EXISTING OVERHEAD POWER LINES UNDERGROUND IS DEEMED NOT FEASIBLE BY THE TOWN AND/OR THE UTILITY COMPANY, A FEE-IN-LIEU WILL BE REQUIRED PRIOR TO CONSTRUCTION DRAWINGS APPROVAL IN ACCORDANCE WITH THE UDO. THIS PROJECT IS COORDINATING WITH TOWN AND DUKE TO MEET THE UDO REQUIREMENT FOR RELOCATION OF ELECTRIC
- NEW RESIDENTIAL SERVICE WILL BE PROVIDE TO THE MACON RESIDENCE VIA NEWLY INSTALLED ELECTRIC SERVICE. COORDINATE SERVICE CUT-OVER WITH PHASE 3 INFRASTRUCTURE. EXIST OVERHEAD POWER LINES TO BE REMOVED.

LEGEND (PROPOSED CONDITIONS)	
	LD LIMITS OF DISTURBANCE
	SF SILT FENCE
	TPF TREE PROTECTION FENCE
	SIDE PATH/SIDEWALK GREENWAY
	LANDSCAPE BUFFER AREA/ PRIVATE OPEN SPACE AREA
	TREE PRESERVATION AREA
	FUTURE DEVELOPMENT
	ACTIVE RECREATION AREA

UTILITY CALLOUTS

1	8" PVC SANITARY SEWER PIPE	
2	8" DIP SANITARY SEWER PIPE	
3	SANITARY SEWER MANHOLE	C702 - C704
4	SANITARY SEWER DROP MANHOLE	C702 - C704
5	SANITARY SEWER DOGHOUSE MANHOLE	C702 - C704
6	4" SANITARY SEWER CLEANOUT	C702 - C704
7	4" PVC SANITARY SERVICE LATERAL	
8	RCP STORM PIPE	
9	CATCH BASIN WITH CURB INLET (CB)	C702 - C704
10	CATCH BASIN WITH YARD INLET (Y/DI)	C702 - C704
11	CATCH BASIN WITH ROLL GRATE (RG)	C702 - C704
12	JUNCTION BOX (RCP PIPE) PRECAST (JB)	C702 - C704
13	HEADWALL END SECTION	C702 - C704
14	FLARED END SECTION	C702 - C704
15	SCM RISER STURCTURE	C702 - C704
16	SCM MAINTENANCE AND ACCESS EASEMENT	
17	FIRE HYDRANT ON STANDARD CURB	C702 - C704
18	FIRE DEPARTMENT CONNECTION (FDC)	
19	POST INDICATOR VALVE (PIV)	
20	BACK FLOW PREVENTER/DCVA-LEADFREE	
21	HOTBOX	
22	5/8" WATER/IRRIGATION METER	C702 - C704
23	8" WATER LINE (MAIN) DUCTILE IRON (UNLESS NOTED OTHERWISE)	
24	6" WATER LINE (FIRE) (UNLESS NOTED OTHERWISE)	
25	WATER LINE (DOMESTIC)	
26	PLUG AND BLOCK WITH BLOW OFF	C702 - C704
27	WATER LINE TEE	
28	WATER LINE GATE VALVE	
29	WATER LINE CROSS	
30	WATER LINE REDUCER	
31	WATER LINE TAP	
32	WATER LINE BEND	
33	FIRE HYDRANT TEE W/ GATE VALVE (6" ASSEMBLY)	

DETAILS SHEET

NC License #P-0673

project:
NORRIS CROSSING
2205 AVENT FERRY ROAD
HOLLY SPRINGS TOWNSHIP
NORTH CAROLINA 27540

seal:



		REVISION			
		DATE	BY	FS	FS
1	JUNE 30, 2023	TOWN OF HOLLY SPRINGS - 3RD DEVELOPMENT PETITION REVIEW	FS		
2	SEPT 02, 2022	TOWN OF HOLLY SPRINGS - 3RD DEVELOPMENT PETITION REVIEW	FS		
3	OCTOBER 5, 2022	TOWN OF HOLLY SPRINGS - 3RD DEVELOPMENT PETITION REVIEW	FS		
4	November 23, 2022	TOWN OF HOLLY SPRINGS - 3RD DEVELOPMENT PETITION REVIEW	FS		

title:

PARTIAL
UTILITY PLAN
SOUTH

proj #:

200402

date:

JUNE 3, 2022

dwg by: chkd by:
FS JR

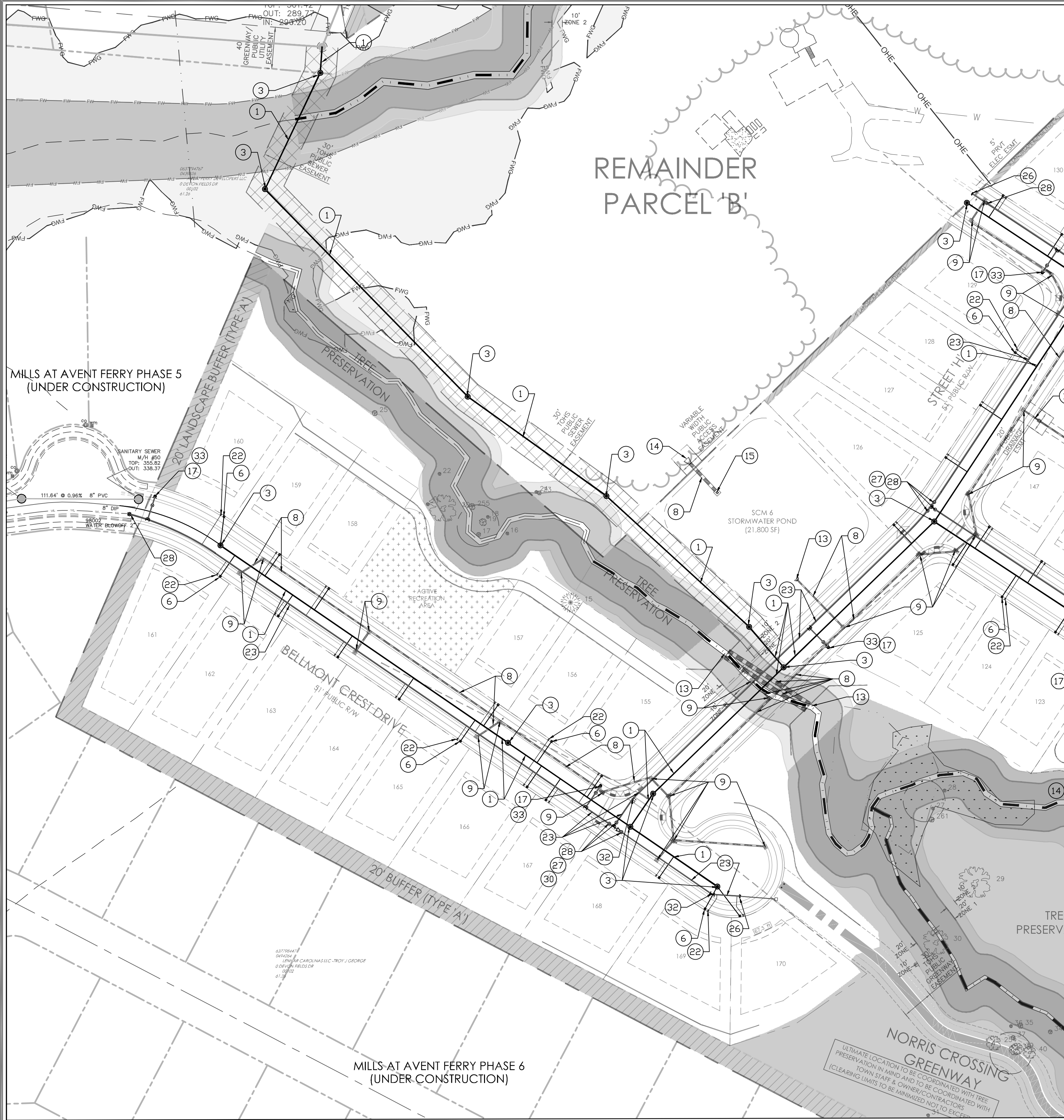
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As Noted

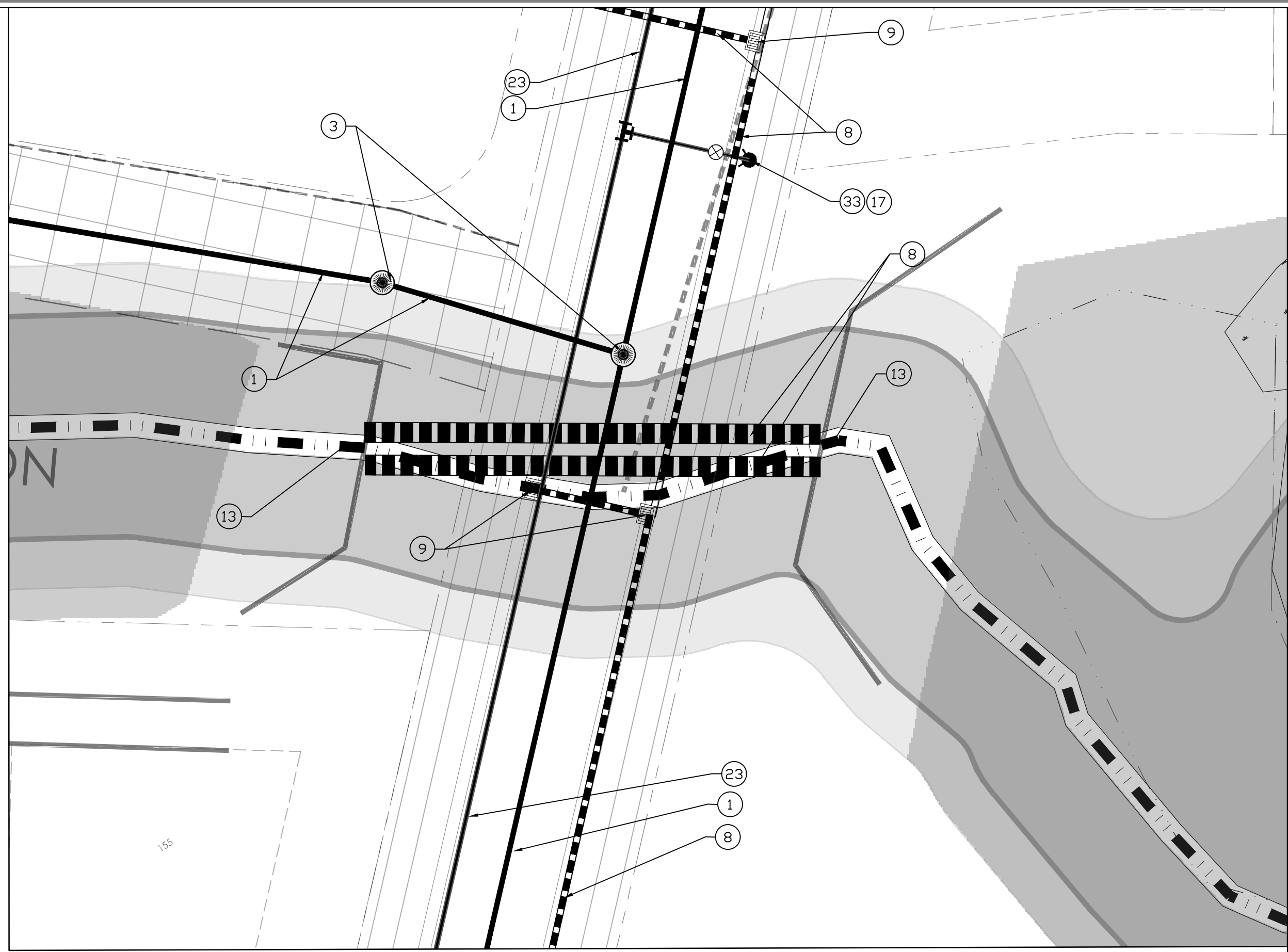
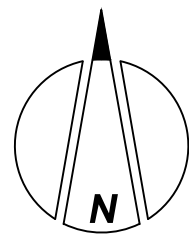
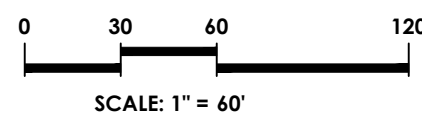
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C203

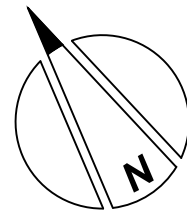
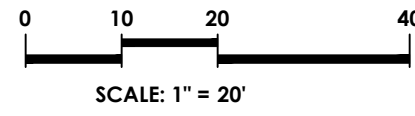
(DEVELOPMENT PETITION)



1
C204 PARTIAL UTILITY PLAN-WEST
SCALE: 1"=60'



2
C204 PARTIAL UTILITY PLAN-CULVERT CROSSING 2
SCALE: 1"=20'



UTILITY CALLOUTS

DETAILS SHEET

- | | | |
|----|--|-------------|
| 1 | 8" PVC SANITARY SEWER PIPE | |
| 2 | 8" DIP. SANITARY SEWER PIPE | |
| 3 | SANITARY SEWER MANHOLE | C702 - C704 |
| 4 | SANITARY SEWER DROP MANHOLE | C702 - C704 |
| 5 | SANITARY SEWER DOGHOUSE MANHOLE | C702 - C704 |
| 6 | 4" SANITARY SEWER CLEANOUT | C702 - C704 |
| 7 | 4" PVC SANITARY SERVICE LATERAL | |
| 8 | RCP STORM PIPE | |
| 9 | CATCH BASIN WITH CURB INLET (CB) | C702 - C704 |
| 10 | CATCH BASIN WITH YARD INLET (YI/DI) | C702 - C704 |
| 11 | CATCH BASIN WITH ROLL GRATE (RG) | C702 - C704 |
| 12 | JUNCTION BOX (RCP PIPE) PRECAST (JB) | C702 - C704 |
| 13 | HEADWALL END SECTION | C702 - C704 |
| 14 | FLARED END SECTION | C702 - C704 |
| 15 | SCM RISER STRUCTURE | C702 - C704 |
| 16 | SCM MAINTENANCE AND ACCESS EASEMENT | |
| 17 | FIRE HYDRANT ON STANDARD CURB | C702 - C704 |
| 18 | FIRE DEPARTMENT CONNECTION (FDC) | |
| 19 | POST INDICATOR VALVE (PIV) | |
| 20 | BACK FLOW PREVENTER/DCVA-LEADFREE | |
| 21 | HOTBOX | |
| 22 | 5/8" WATER/IRRIGATION METER | C702 - C704 |
| 23 | 8" WATER LINE (MAIN) DUCTILE IRON (UNLESS NOTED OTHERWISE) | |
| 24 | 6" WATER LINE (FIRE) (UNLESS NOTED OTHERWISE) | |
| 25 | WATER LINE (DOMESTIC) | |
| 26 | PLUG AND BLOCK WITH BLOW OFF | C702 - C704 |
| 27 | WATER LINE TEE | |
| 28 | WATER LINE GATE VALVE | |
| 29 | WATER LINE CROSS | |
| 30 | WATER LINE REDUCER | |
| 31 | WATER LINE TAP | |
| 32 | WATER LINE BEND | |
| 33 | FIRE HYDRANT TEE W/ GATE VALVE (6" ASS'LY) | |

LEGEND (PROPOSED CONDITIONS)

- | | |
|-----|--|
| LD | LIMITS OF DISTURBANCE |
| SF | SILT FENCE |
| TPF | TREE PROTECTION FENCE |
| | SIDE PATH/SIDEWALK GREENWAY |
| | LANDSCAPE BUFFER AREA/ PRIVATE OPEN SPACE AREA |
| | TREE PRESERVATION AREA |
| | FUTURE DEVELOPMENT |
| | ACTIVE RECREATION AREA |

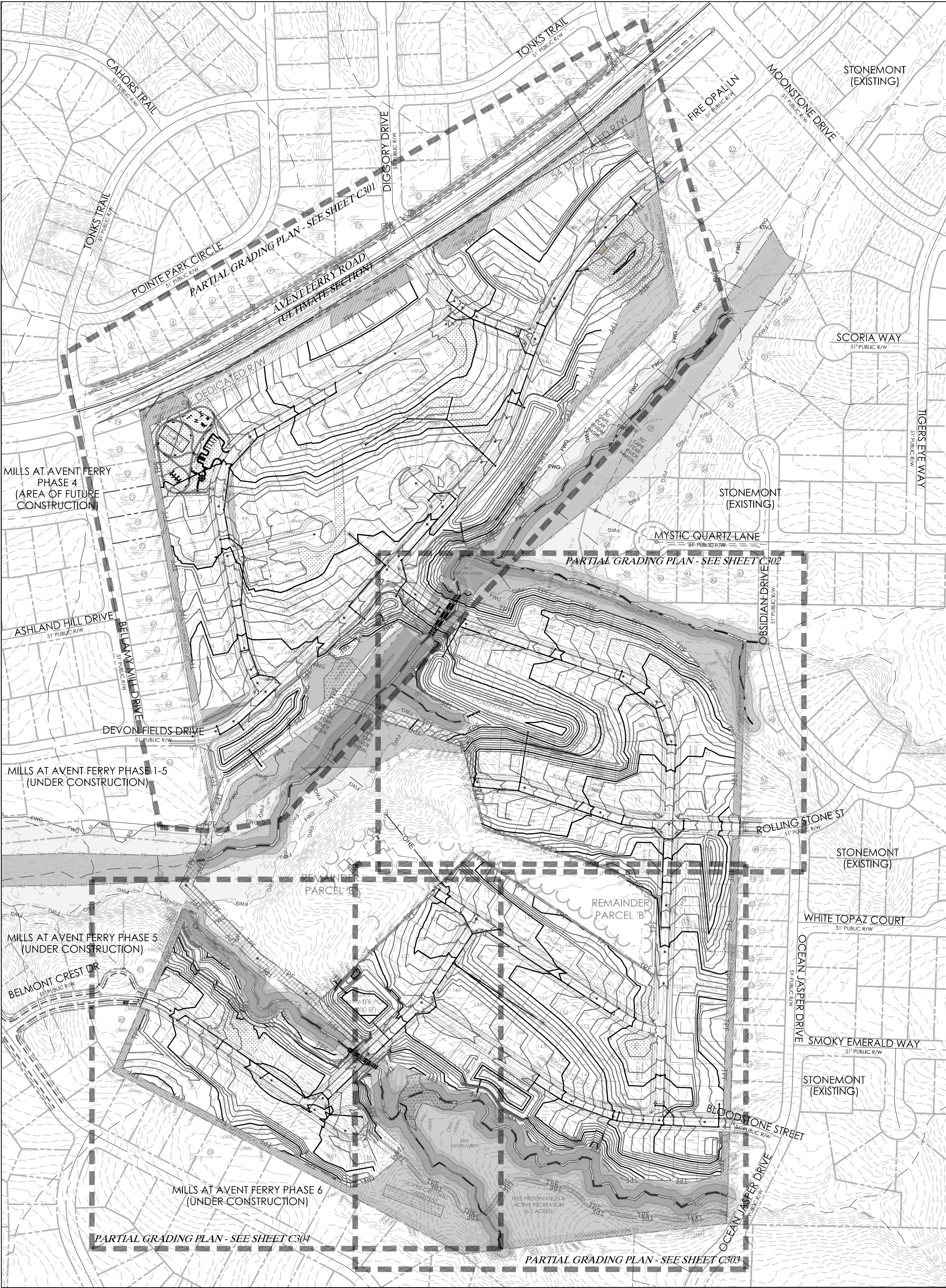
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|---|
| 3/4" TYPE K SOFT COPPER PIPE WATER SERVICE LATERALS |
| 4" PVC SANITARY SEWER SERVICE LATERALS |

GENERAL NOTES:

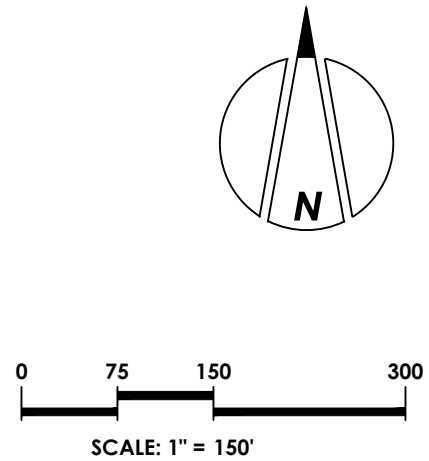
- ALL NEW AND EXISTING OVERHEAD POWER LINES AND SERVICES MUST BE INSTALLED UNDERGROUND WITH THIS DEVELOPMENT. ALL EXISTING OVERHEAD LINES MUST BE RELOCATED UNDERGROUND WITH THIS PROJECT. IF THE RELOCATION OF EXISTING OVERHEAD POWER LINES UNDERGROUND IS DEEMED NOT FEASIBLE BY THE TOWN AND/OR THE UTILITY COMPANY, A FEE-IN-LIEU WILL BE REQUIRED PRIOR TO CONSTRUCTION DRAWING APPROVAL IN ACCORDANCE WITH THE UDO. THIS PROJECT IS COORDINATING WITH TOWN AND DUKE TO MEET THE UDO REQUIREMENT FOR RELOCATION OF ELECTRIC.
- NEW RESIDENTIAL SERVICE WILL BE PROVIDED TO THE MACON RESIDENCE VIA NEWLY INSTALLED ELECTRIC SERVICE. COORDINATE SERVICE CUT-OVER WITH PHASE 3 INFRASTRUCTURE. EXIST OVERHEAD POWER LINES TO BE REMOVED.



No.	DATE	REVISION	BY
1	JUNE 29, 2022	TOWN OF HOLLY SPRINGS - 1ST DEVELOPMENT PETITION REVIEW	FS
2	SEPT 02, 2022	TOWN OF HOLLY SPRINGS - 2ND DEVELOPMENT PETITION REVIEW	FS
3	October 5, 2022	TOWN OF HOLLY SPRINGS - 3RD DEVELOPMENT PETITION REVIEW	FS
4	November 23, 2022	TOWN OF HOLLY SPRINGS - 4TH DEVELOPMENT PETITION REVIEW	FS



1 OVERALL GRADING PLAN
SCALE: 1"=150'



LEGEND (PROPOSED CONDITIONS)	
LD	LIMITS OF DISTURBANCE
SF	SILT FENCE
TPF	TREE PROTECTION FENCE
	SIDE PATH/SIDEWALK GREENWAY
	LANDSCAPE BUFFER AREA/ PRIVATE OPEN SPACE AREA
	TREE PRESERVATION AREA
	FUTURE DEVELOPMENT
	ACTIVE RECREATION AREA



NC License #P-0673

project:
NORRIS CROSSING
2205 AVENT FERRY ROAD
HOLLY SPRINGS TOWNSHIP
HOLLY SPRINGS, NORTH CAROLINA 27540



No.	DATE	REVISION
1	JUNE 30, 2023	TOWN OF HOLLY SPRINGS - 1ST DEVELOPMENT PETITION REVIEW
2	SEPT 12, 2023	TOWN OF HOLLY SPRINGS - 2ND DEVELOPMENT PETITION REVIEW
3	OCTOBER 5, 2023	TOWN OF HOLLY SPRINGS - 3RD DEVELOPMENT PETITION REVIEW
4	November 23, 2023	TOWN OF HOLLY SPRINGS - 4TH DEVELOPMENT PETITION REVIEW

title:
OVERALL GRADING PLAN

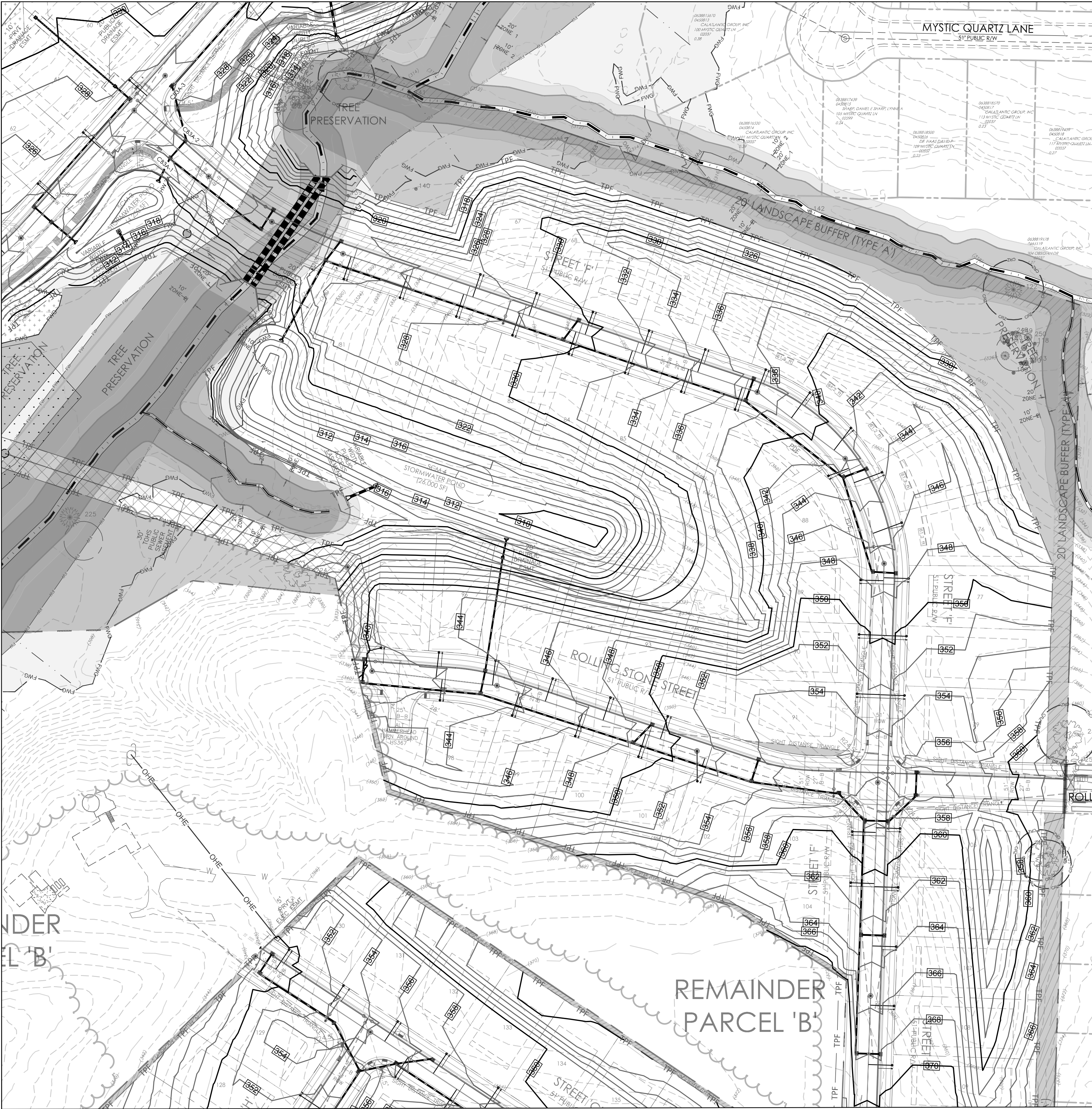
proj #:
200402

date:
JUNE 3, 2022

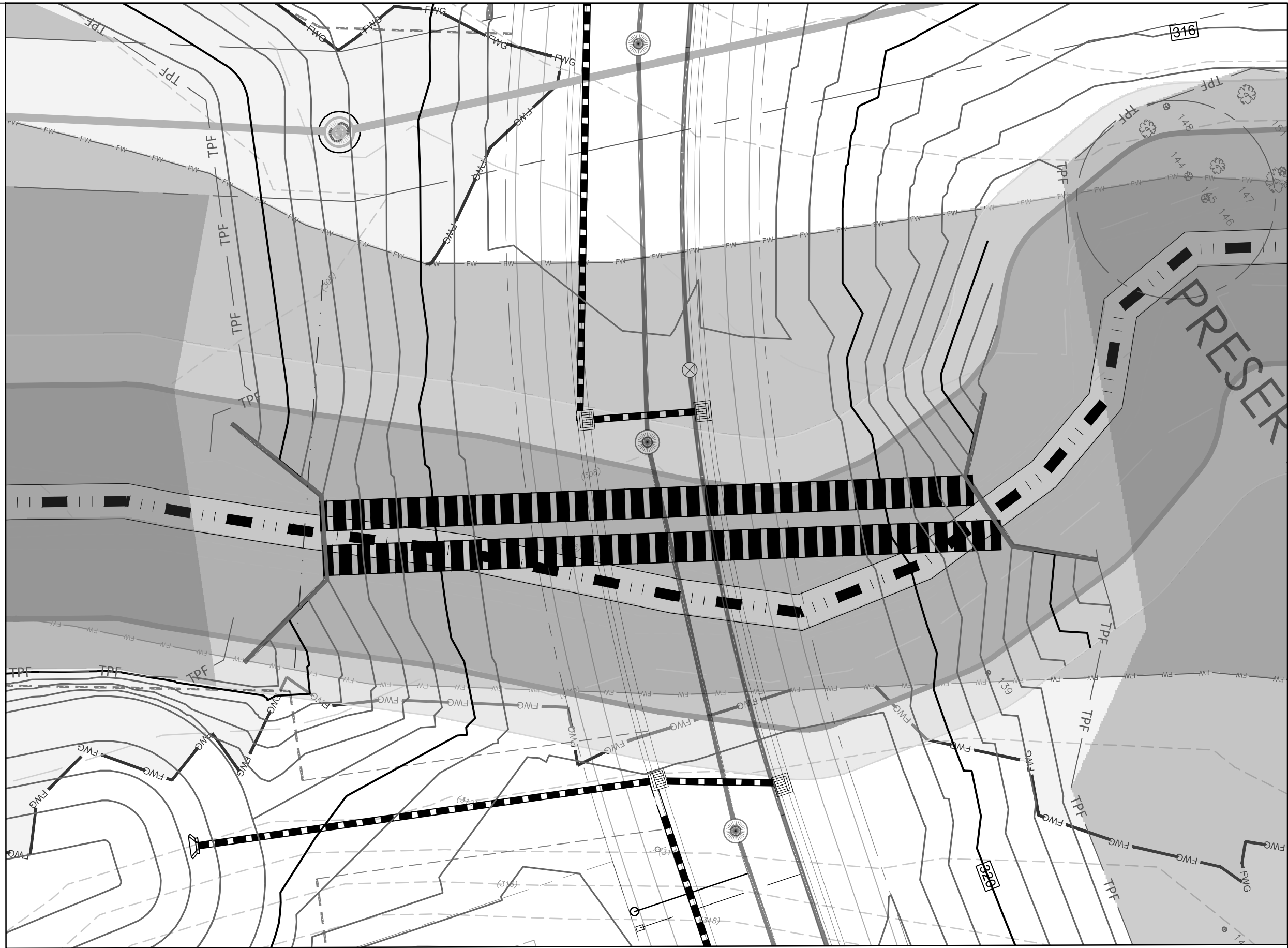
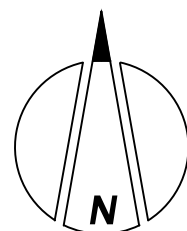
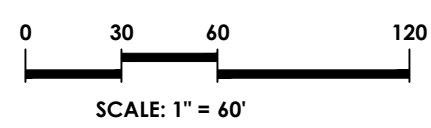
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FS JR

scale:
As Noted

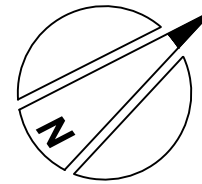
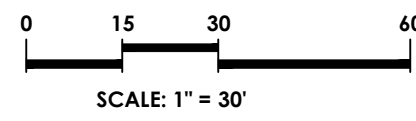
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C300
(DEVELOPMENT PETITION)



1 PARTIAL GRADING PLAN-SOUTH
C302 SCALE: 1"=60'



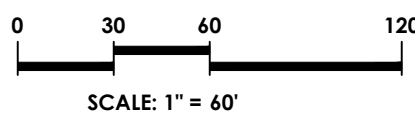
2 PARTIAL GRADING PLAN-CULVERT CROSSING 1
C302 SCALE: 1"=30'



LEGEND (PROPOSED CONDITIONS)

- LD LIMITS OF DISTURBANCE
- SF SILT FENCE
- TPF TREE PROTECTION FENCE
- SIDE PATH/SIDEWALK GREENWAY
- LANDSCAPE BUFFER AREA/ PRIVATE OPEN SPACE AREA
- TREE PRESERVATION AREA
- FUTURE DEVELOPMENT
- ACTIVE RECREATION AREA

No.	DATE	REVISION
1	JUNE 30, 2023	TOWN OF HOLLY SPRINGS - 1ST DEVELOPMENT PETITION REVIEW
2	SEPT 02, 2022	TOWN OF HOLLY SPRINGS - 2ND DEVELOPMENT PETITION REVIEW
3	OCTOBER 5, 2022	TOWN OF HOLLY SPRINGS - 3RD DEVELOPMENT PETITION REVIEW
4	November 23, 2022	TOWN OF HOLLY SPRINGS - 4TH DEVELOPMENT PETITION REVIEW



NC License #P-0673

project:
NORRIS CROSSING
2205 AVENT FERRY ROAD
HOLLY SPRINGS TOWNSHIP
HOLLY SPRINGS, NORTH CAROLINA 27540

seal:



1	JUNE 29, 2022	TOWN OF HOLLY SPRINGS – 1ST DEVELOPMENT PETITION REVIEW	FS
2	SEPT 02, 2022	TOWN OF HOLLY SPRINGS – 2ND DEVELOPMENT PETITION REVIEW	FS
3	October 5, 2022	TOWN OF HOLLY SPRINGS – 3RD DEVELOPMENT PETITION REVIEW	FS
	November 23, 2022	TOWN OF HOLLY SPRINGS – 4TH DEVELOPMENT PETITION REVIEW	FS
No.	DATE	REVISION	BY

title:

PARTIAL
GRADING
PLAN
SOUTH

proj #:

200402

date:
JUNE 3, 2022

dwg by: chkd by:
FS JR

scale:
As Noted

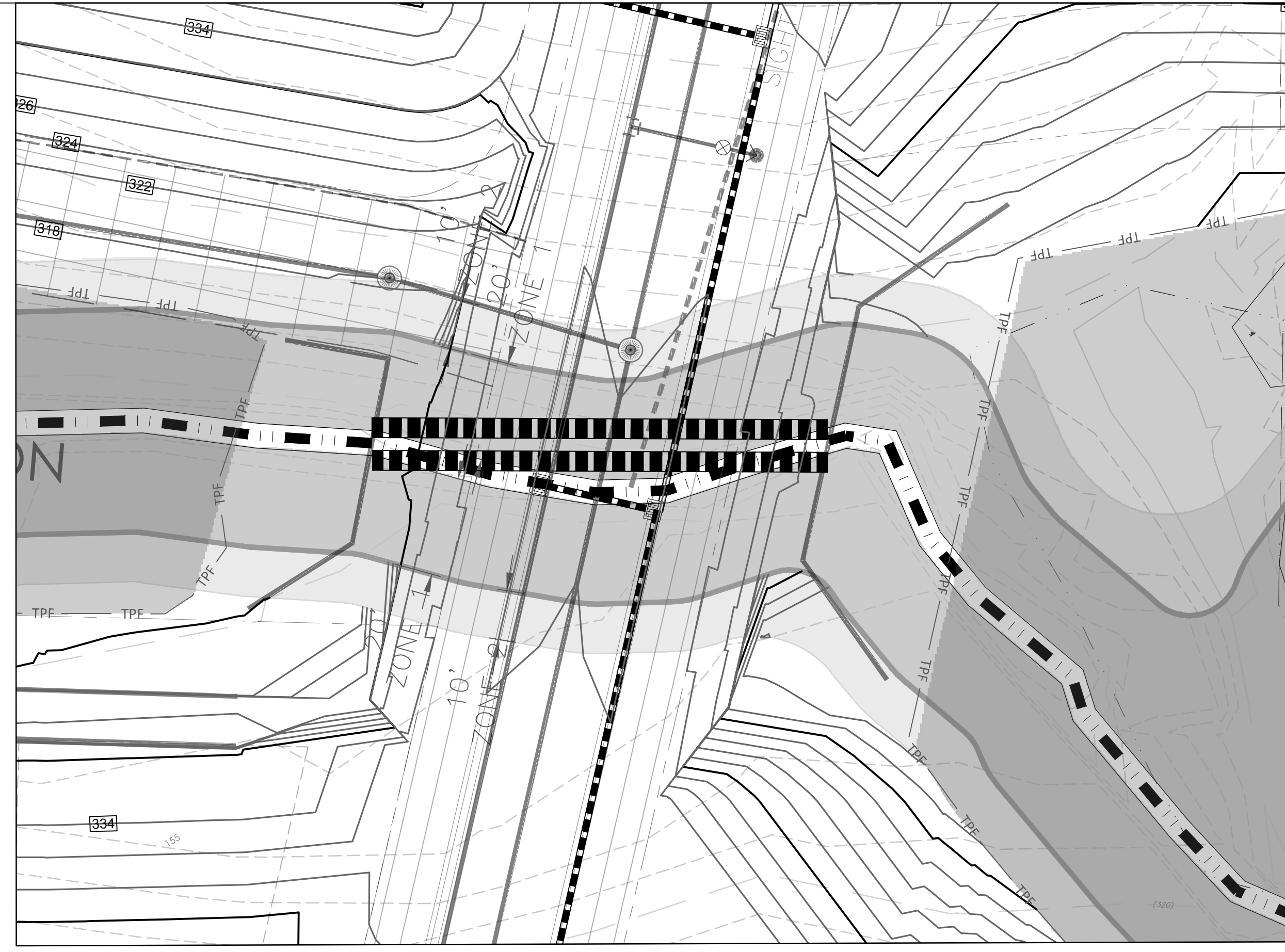
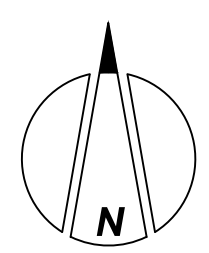
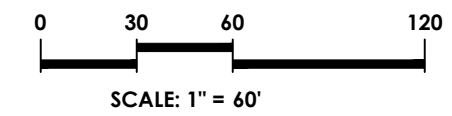
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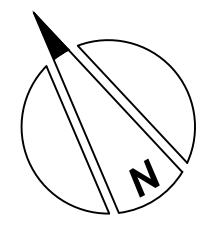
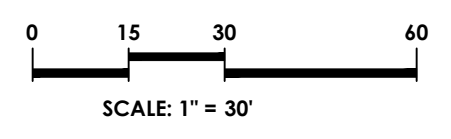
(DEVELOPMENT PETITION)



1 PARTIAL GRADING PLAN-WEST
C304 SCALE: 1"=60'

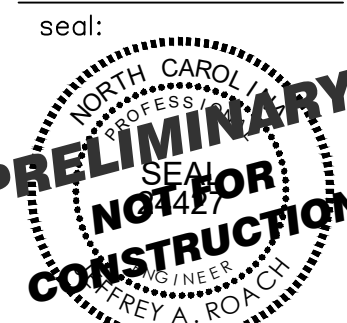


2 PARTIAL GRADING PLAN-CULVERT CROSSING 2
C304 SCALE: 1"=30'



- LEGEND (PROPOSED CONDITIONS)**
- LD LIMITS OF DISTURBANCE
 - SF SILT FENCE
 - TPF TREE PROTECTION FENCE
 - SIDE PATH/SIDEWALK GREENWAY
 - LANDSCAPE BUFFER AREA/ PRIVATE OPEN SPACE AREA
 - TREE PRESERVATION AREA
 - FUTURE DEVELOPMENT

Project:
NORRIS CROSSING
2205 AVENT FERRY ROAD
HOLLY SPRINGS TOWNSHIP
NORTH CAROLINA 27540



No.	DATE	REVISION
1	JUNE 30, 2023	TOWN OF HOLLY SPRINGS - 1ST DEVELOPMENT PETITION REVIEW
2	SEPT 12, 2023	TOWN OF HOLLY SPRINGS - 2ND DEVELOPMENT PETITION REVIEW
3	OCTOBER 5, 2023	TOWN OF HOLLY SPRINGS - 3RD DEVELOPMENT PETITION REVIEW
4	November 21, 2023	TOWN OF HOLLY SPRINGS - 4TH DEVELOPMENT PETITION REVIEW

title:
PARTIAL GRADING PLAN WEST

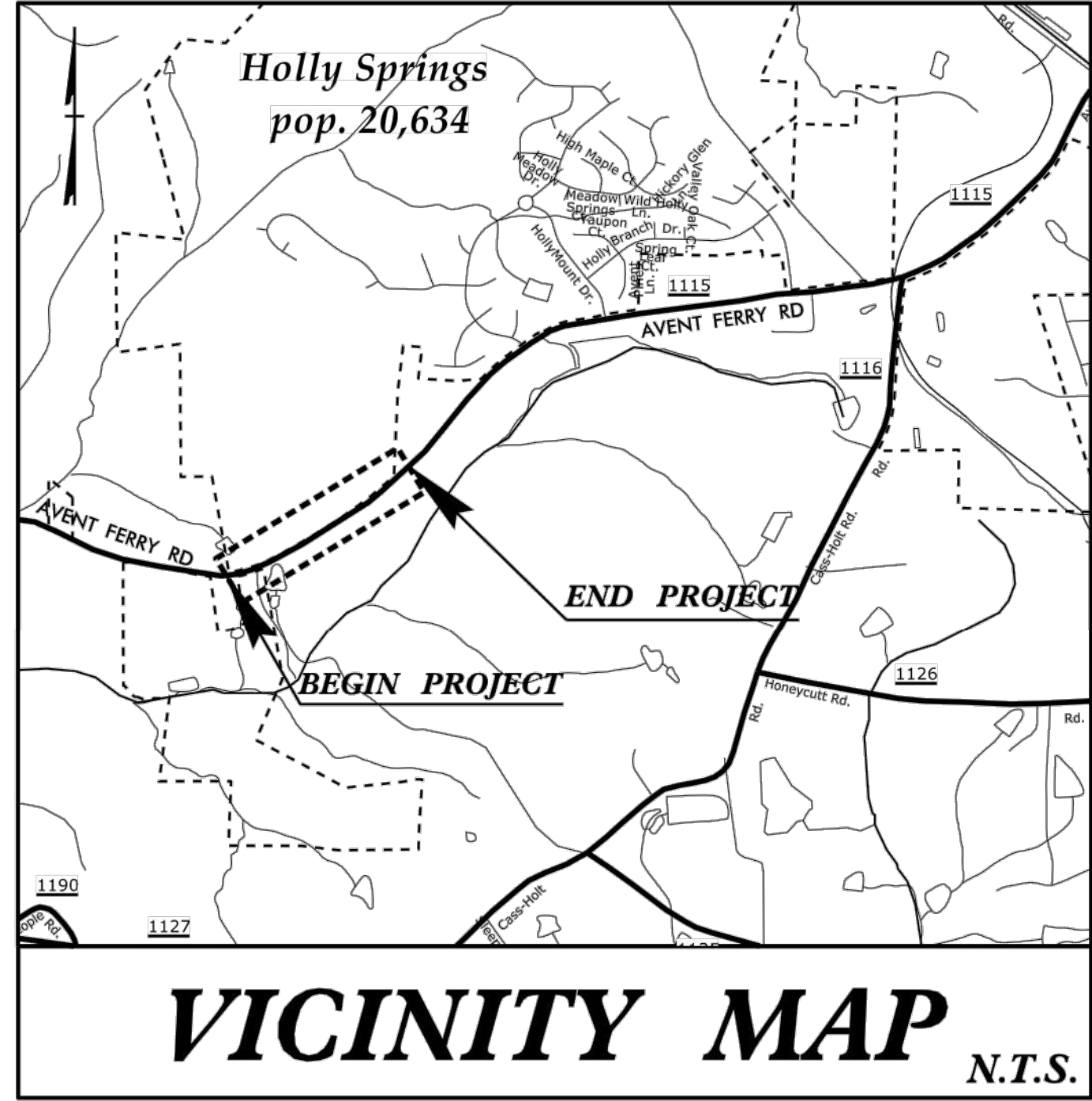
proj #:
200402
date:
JUNE 3, 2022
dwg by: chkd by:
FS JR
scale:
As Noted

sheet:
C204
(DEVELOPMENT PETITION)

I2/5/2022
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User: mpt115

09/08/19

RKA PROJECT: 22380

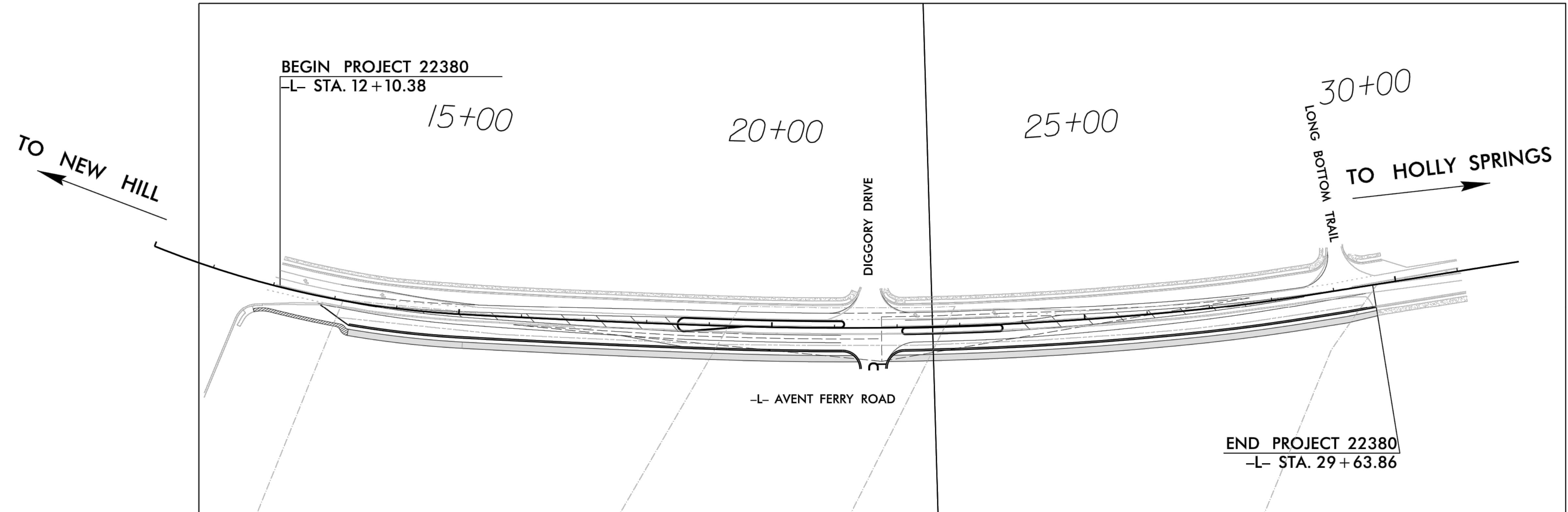
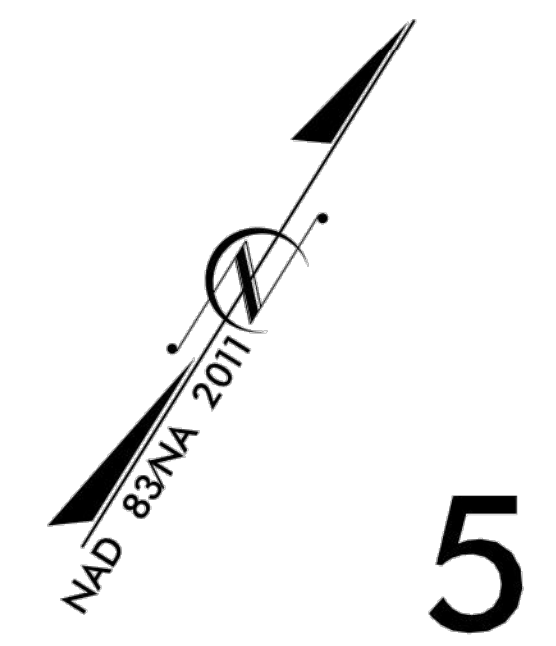


WAKE COUNTY

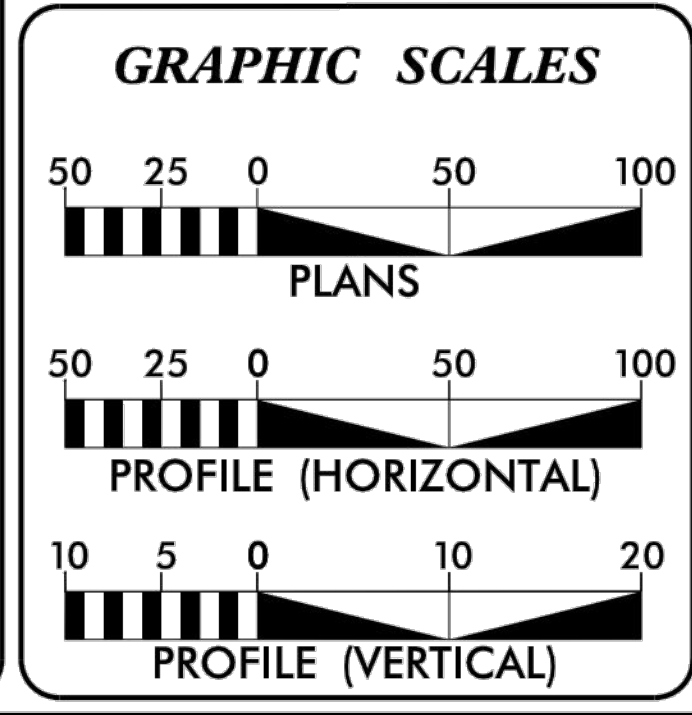
LOCATION: SR-1115 (AVENT FERRY ROAD) AT DIGGORY DRIVE
HOLLY SPRINGS, NC

TYPE OF WORK: GRADING, PAVING, DRAINAGE, & PAVEMENT MARKING

STATE	STATE PROJECT REFERENCE NO.	SHEET NO.	TOTAL SHEETS
N.C.	22380	1	
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED			



CLEARING ON THIS PROJECT SHALL BE PERFORMED TO THE LIMITS ESTABLISHED BY METHOD II



DESIGN DATA
ADT 2020 = 12,000
V = 50 MPH

PROJECT LENGTH
LENGTH ROADWAY PROJECT = 0.332 MILES

NCDOT CONTACT: JEREMY WARREN, PE
DISTRICT ENGINEER, DIV. 5, DIST. 1
PH: 919-733-3213

Prepared In the Office of:
Infrastructure Consulting Services, Inc.
RKA
RAMEY KEMP ASSOCIATES
6608 Farrington Place Raleigh, North Carolina 27609
Phone: 919-872-5115 | www.rameykemp.com | NC License No. F-1489

ROBERT A. WILLIAMS, P.E.
PROJECT ENGINEER

MICHAEL P. DIOQUINO, E.I.
PROJECT DESIGNER

HYDRAULICS ENGINEER

PRELIMINARY PLANS
DO NOT USE FOR CONSTRUCTION

SIGNATURE: ROADWAY DESIGN ENGINEER

SIGNATURE:



NC License #P-0673

project:
NORRIS CROSSING
2205 AVENT FERRY ROAD
HOLLY SPRINGS TOWNSHIP
HOLLY SPRINGS, NORTH CAROLINA 27540

seal:

**PRELIMINARY
NOT FOR
CONSTRUCTION**

No.	DATE	REVISION
1	JUNE 20, 2022	TOWN OF HOLLY SPRINGS - 1ST DEVELOPMENT PETITION REVIEW
2	SEPT 12, 2022	TOWN OF HOLLY SPRINGS - 2ND DEVELOPMENT PETITION REVIEW
3	OCTOBER 5, 2022	TOWN OF HOLLY SPRINGS - 3RD DEVELOPMENT PETITION REVIEW
4	November 21, 2022	TOWN OF HOLLY SPRINGS - 4TH DEVELOPMENT PETITION REVIEW

title:
AVENT FERRY RD
ROAD
IMPROVEMENTS
COVER SHEET
(BY OTHERS)

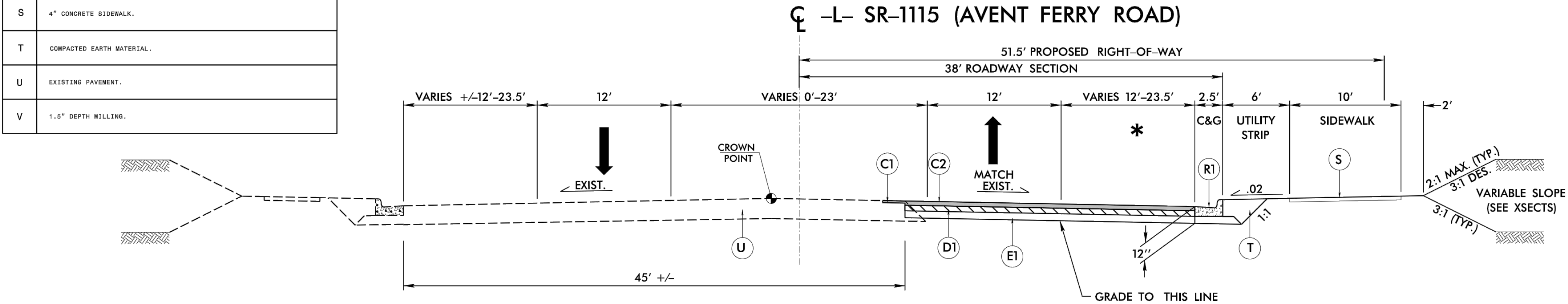
proj #: 200402
date: JUNE 3, 2022
dwg by: chkd by:
RKA JR
scale: As Noted
sheet:

C500
(DEVELOPMENT PETITION)

PAVEMENT SCHEDULE	
C1	PROP. APPROX. 1.5" ASPHALT CONCRETE SURFACE COURSE, TYPE S9.5C, AT AN AVERAGE RATE OF 168 LBS. PER SQ. YD.
C2	PROP. APPROX. 3.0" ASPHALT CONCRETE SURFACE COURSE, TYPE S9.5C, AT AN AVERAGE RATE OF 168 LBS. PER SQ. YD.
D1	PROP. APPROX. 4.0" ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE I19.0C, AT AN AVERAGE RATE OF 456 LBS. PER SQ. YD.
E1	PROP. APPROX. 5.0" ASPHALT CONCRETE BASE COURSE, TYPE B25.0C, AT AN AVERAGE RATE OF 570 LBS. PER SQ. YD.
R1	2'-6" CONCRETE CURB AND GUTTER.
R2	1'-6" CONCRETE CURB AND GUTTER.
S	4" CONCRETE SIDEWALK.
T	COMPACTED EARTH MATERIAL.
U	EXISTING PAVEMENT.
V	1.5" DEPTH MILLING.

Infrastructure Consulting Services, Inc.
RKA
RAMEY KEMP ASSOCIATES
5808 Faringdon Place
Raleigh, North Carolina 27609
Phone: 919-872-5115
NC License No. F-1489
www.rameykemp.com

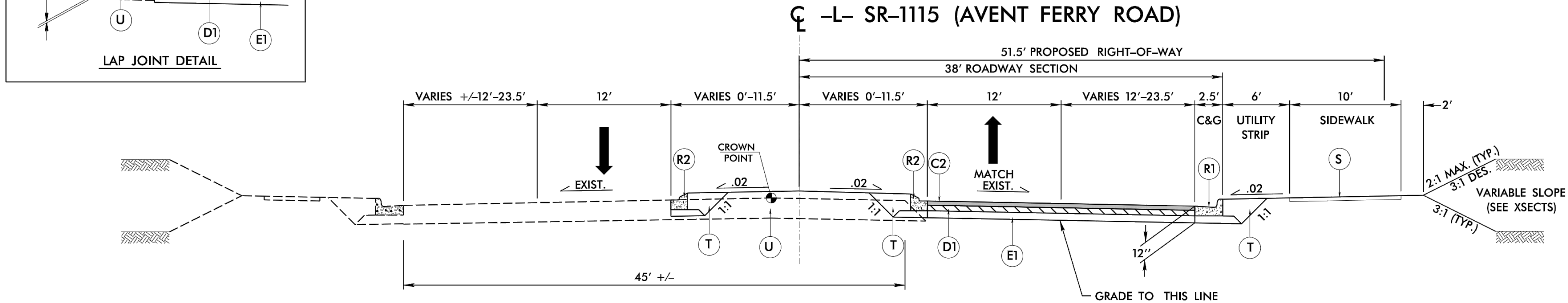
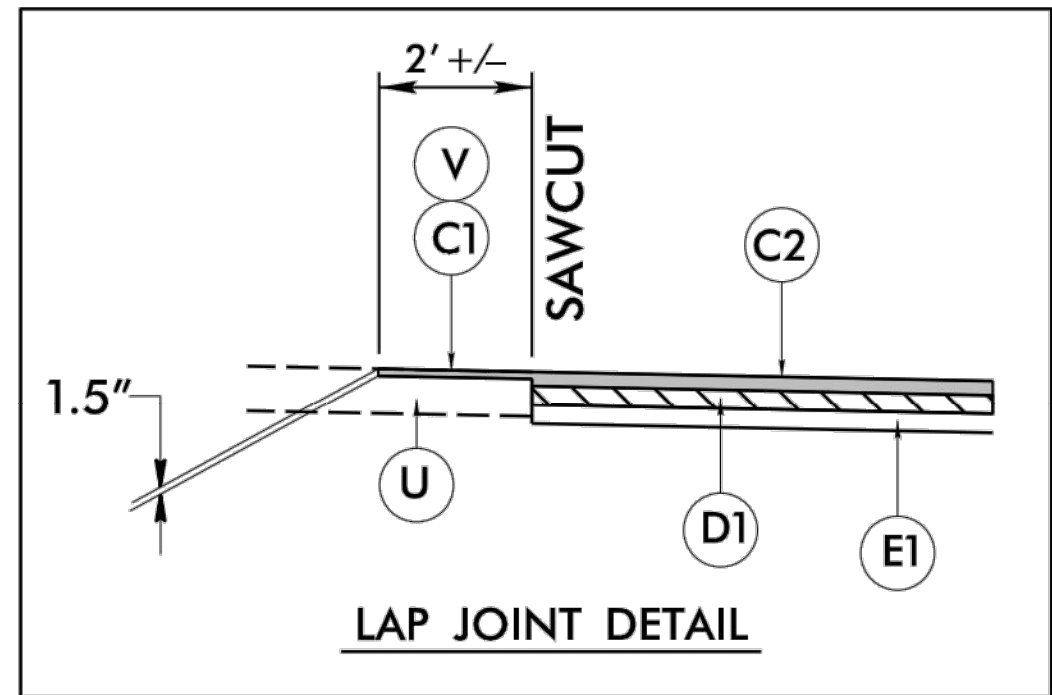
PROJECT REFERENCE NO.	SHEET NO.
22380	2A-1
ROADWAY DESIGN ENGINEER	PAVEMENT DESIGN ENGINEER
INCOMPLETE PLANS DO NOT USE FOR R/W ACQUISITION	
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED	



TYPICAL SECTION NO. 1

-L- STA. 13+29.56 TO -L- STA. 18+48.88
-L- STA. 21+16.14 TO -L- STA. 22+07.37
-L- STA. 23+68.85 TO -L- STA. 29+63.86

* RIGHT TURN LANE VARIES 0'-12' AT THE FOLLOWING LOCATION:
-L- STA. 17+60.38 TO -L- STA. 21+10.38



TYPICAL SECTION NO. 2

-L- STA. 18+48.88 TO -L- STA. 21+16.14
-L- STA. 22+07.37 TO -L- STA. 23+68.85

I:\Roadway\Projects\22380_rdy_TYP.dgn
2/5/2022 10:15:15 AM

NC License #P-0673

Project:
NORRIS CROSSING
2205 AVENT FERRY ROAD
HOLLY SPRINGS TOWNSHIP
HOLLY SPRINGS, NORTH CAROLINA 27540

seal:

PRELIMINARY
NOT FOR
CONSTRUCTION

REV	DATE	BY	DESCRIPTION
1	JUNE 28, 2022	ES	TOWN OF HOLLY SPRINGS - 1ST DEVELOPMENT PETITION REVIEW
2	SEP 12, 2022	FS	TOWN OF HOLLY SPRINGS - 2ND DEVELOPMENT PETITION REVIEW
3	OCTOBER 5, 2022	FS	TOWN OF HOLLY SPRINGS - 3RD DEVELOPMENT PETITION REVIEW
4	November 21, 2022	FS	TOWN OF HOLLY SPRINGS - 4TH DEVELOPMENT PETITION REVIEW

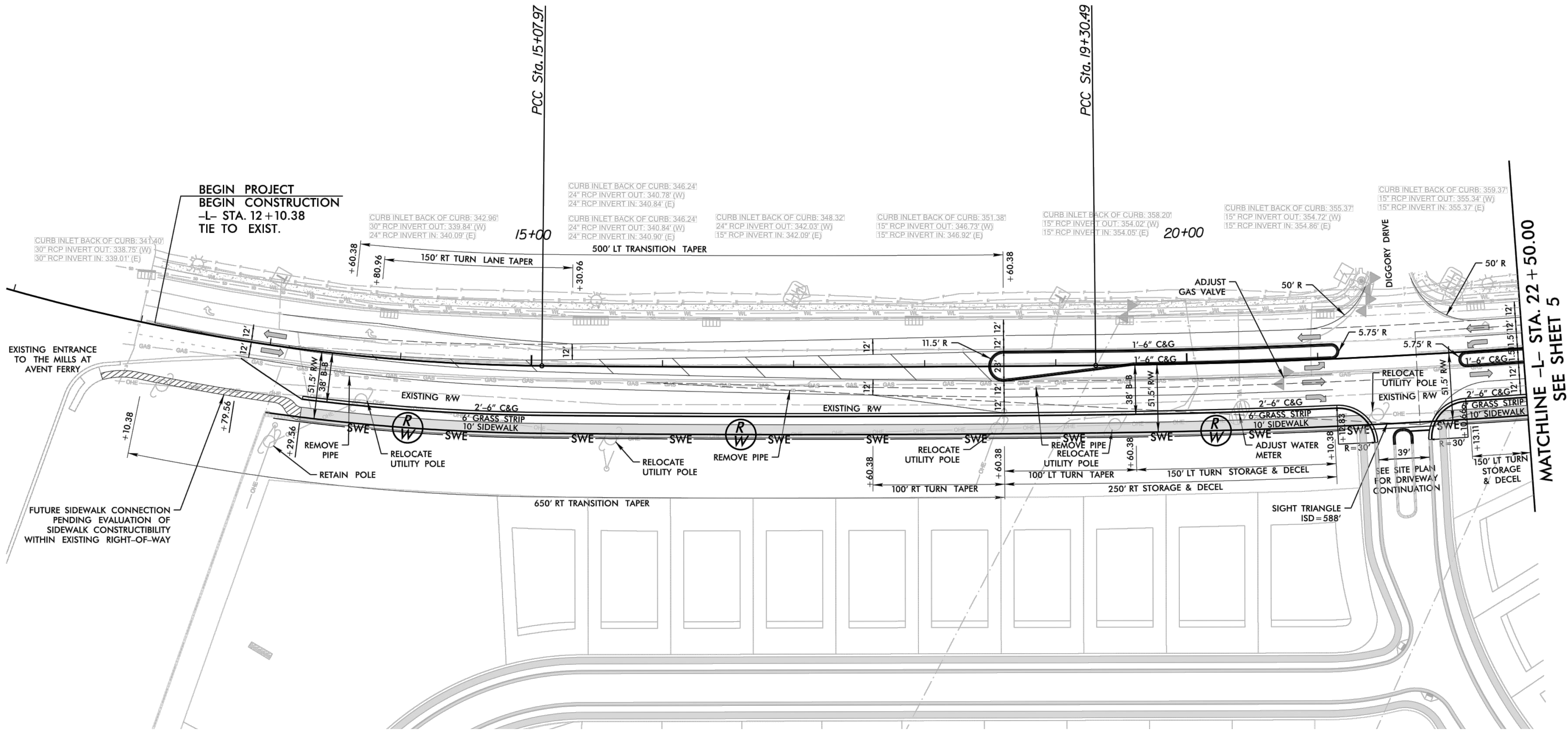
title:
**AVENT FERRY RD
ROAD
IMPROVEMENTS
TYPICAL SECTION**
(BY OTHERS)

proj #:
200402
date:
JUNE 3, 2022
dwg by: chkd by:
RKA JR
scale:
As Noted
sheet:

C501
(DEVELOPMENT PETITION)

12/5/2022
User: mpitts
22380_Pdu_PSH04.dgn

L		L		L	
PI Sta	12+56.28	PI Sta	17+9.24	PI Sta	23+00.19
Δ	= 18° 46' 37.2" (LT)	Δ	= 1° 12' 37.6" (LT)	Δ	= 7° 41' 27.8" (LT)
D	= 3° 41' 47.4"	D	= 0° 17' 11.3"	D	= 1° 02' 30.3"
L	= 507.97'	L	= 422.52'	L	= 738.29'
T	= 256.28'	T	= 211.27'	T	= 369.70'
R	= 1,550.00'	R	= 20,000.00'	R	= 5,500.00'



TOWN OF HOLLY SPRINGS

NORRIS CROSSING

OFFSITE IMPROVEMENTS

PLAN SHEET

SHEET NO.

PSH-4

ROADWAY DESIGN ENGINEER

INCOMPLETE PLANS
DO NOT USE FOR R/W ACQUISITION

PRELIMINARY PLANS
DO NOT USE FOR CONSTRUCTION

HYDRAULICS ENGINEER

INCOMPLETE PLANS
DO NOT USE FOR R/W ACQUISITION

PRELIMINARY PLANS
DO NOT USE FOR CONSTRUCTION

REVISIONS

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

SCALES

H-SCALE - 1"=50'

V-SCALE - 1"=5'

DATE: 12/05/2022

DESIGNED BY: MPD

CHECKED BY: RAW

Infrastructure Consulting Services, Inc.

RKA

RAMEY KEMP ASSOCIATES

5808 Faringdon Place
Raleigh, North Carolina 27609
Phone: 919-872-5115
NC License No. F-1489
www.rameykemp.com

Project:
NORRIS CROSSING
2205 AVENT FERRY ROAD
HOLLY SPRINGS TOWNSHIP
HOLLY SPRINGS, NORTH CAROLINA 27540

seal:

PRELIMINARY
NOT FOR
CONSTRUCTION

No.	DATE	REVISION	BY
1	JUNE 28, 2023	TOWN OF HOLLY SPRINGS - 1ST DEVELOPMENT PETITION REVIEW	FS
2	SEPT 12, 2022	TOWN OF HOLLY SPRINGS - 2ND DEVELOPMENT PETITION REVIEW	FS
3	OCTOBER 5, 2022	TOWN OF HOLLY SPRINGS - 3RD DEVELOPMENT PETITION REVIEW	FS
4	November 23, 2022	TOWN OF HOLLY SPRINGS - 4TH DEVELOPMENT PETITION REVIEW	FS

title:

AVENT FERRY RD
ROAD
IMPROVEMENTS
PARTIAL PLAN
(STA 12+10 - 22+50)

(BY OTHERS)

proj #:

200402

date:

JUNE 3, 2022

dwg by:

chkd by:

RKA JR

scale:

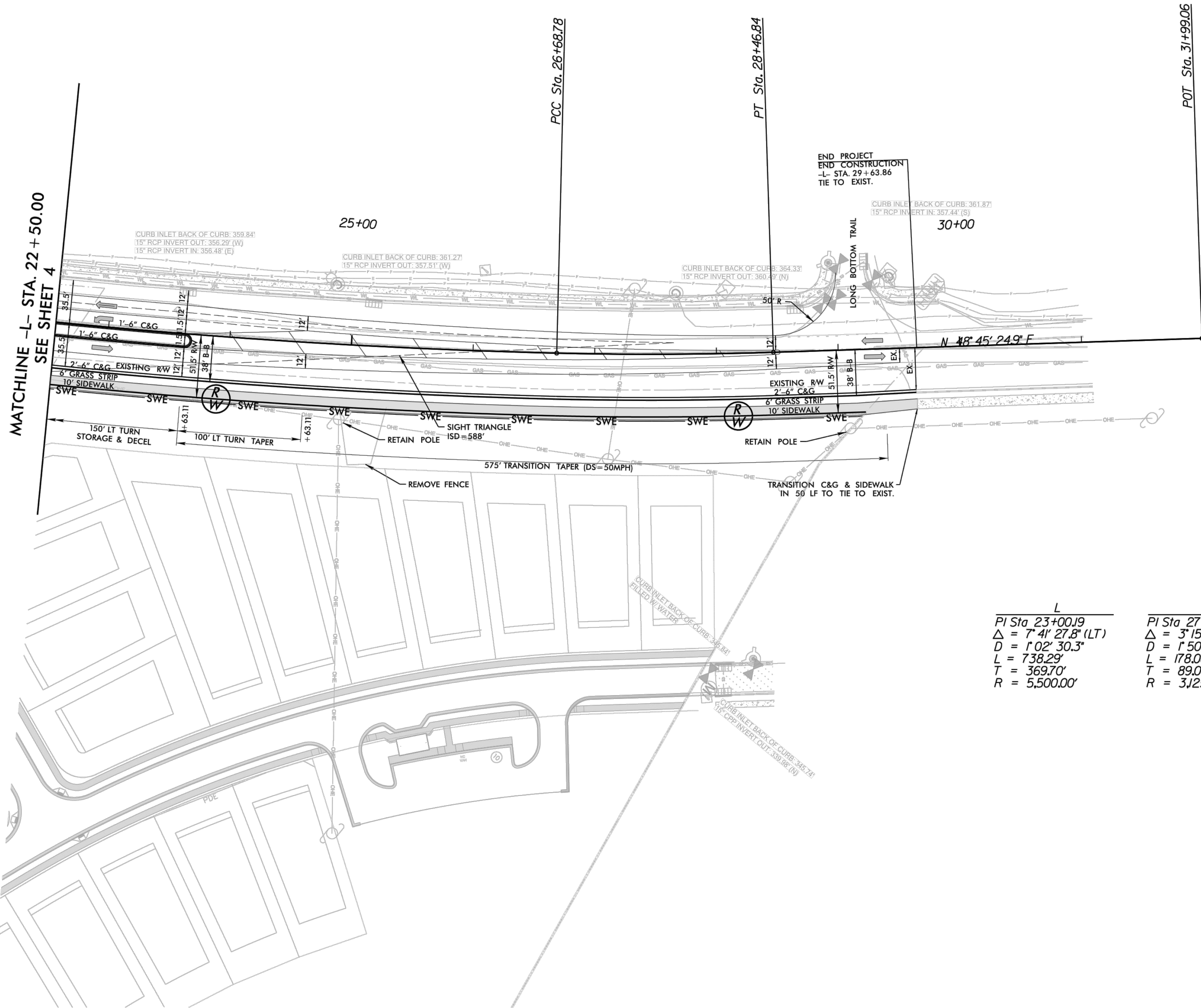
As Noted

sheet:

C502

(DEVELOPMENT PETITION)

12/5/2022
User: mpitts
22380_Pdu_PSH05.dgn



L
PI Sta 23+00.19
 $\Delta = 7^{\circ} 41' 27.8''$ (LT)
 $D = 1^{\circ} 02' 30.3''$
 $L = 738.29'$
 $T = 369.70'$
 $R = 5,500.00'$

L
PI Sta 27+57.83
 $\Delta = 3^{\circ} 15' 53.1''$ (LT)
 $D = 1^{\circ} 50' 00.5''$
 $L = 178.06'$
 $T = 89.06'$
 $R = 3,125.00'$

SHEET NO.
PSH-5

TOWN OF HOLLY SPRINGS

NORRIS CROSSING
OFFSITE IMPROVEMENTS

PLAN SHEET

ROADWAY DESIGN
ENGINEER

INCOMPLETE PLANS
DO NOT USE FOR R/W ACQUISITION
PRELIMINARY PLANS
DO NOT USE FOR CONSTRUCTION

HYDRAULICS ENGINEER

INCOMPLETE PLANS
DO NOT USE FOR R/W ACQUISITION
PRELIMINARY PLANS
DO NOT USE FOR CONSTRUCTION

REVISIONS

SCALES
H-SCALE - 1"=50'
V-SCALE - 1"=5'
DATE: 12/05/2022
DESIGNED BY: MPD
CHECKED BY: RAW
Infrastructure Consulting Services, Inc.
RKA
RAMEY KEMP ASSOCIATES
5808 Faringdon Place
Raleigh, North Carolina 27609
Phone: 919-872-5115
NC License No. F-1489
www.rameykemp.com

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SIGNATURES COMPLETED

PEAK
Engineering & Design
1125 Apex Parkway | Apex, NC 27502
919-453-0100
www.peakengineering.com

NC License #P-0673

project:
NORRIS CROSSING
2205 AVENT FERRY ROAD
HOLLY SPRINGS TOWNSHIP
HOLLY SPRINGS, NORTH CAROLINA 27540

seal:

PRELIMINARY
NOT FOR
CONSTRUCTION

No.	DATE	REVISION	BY
1	JUNE 20, 2023	TOWN OF HOLLY SPRINGS - 1ST DEVELOPMENT PETITION REVIEW	FS
2	SEPT 12, 2022	TOWN OF HOLLY SPRINGS - 2ND DEVELOPMENT PETITION REVIEW	FS
3	OCTOBER 5, 2022	TOWN OF HOLLY SPRINGS - 3RD DEVELOPMENT PETITION REVIEW	FS
4	November 21, 2022	TOWN OF HOLLY SPRINGS - 4TH DEVELOPMENT PETITION REVIEW	FS

title:
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ROAD
IMPROVEMENTS
PARTIAL PLAN
(STA 22+50 - 29+63)
(BY OTHERS)

proj #:
200402

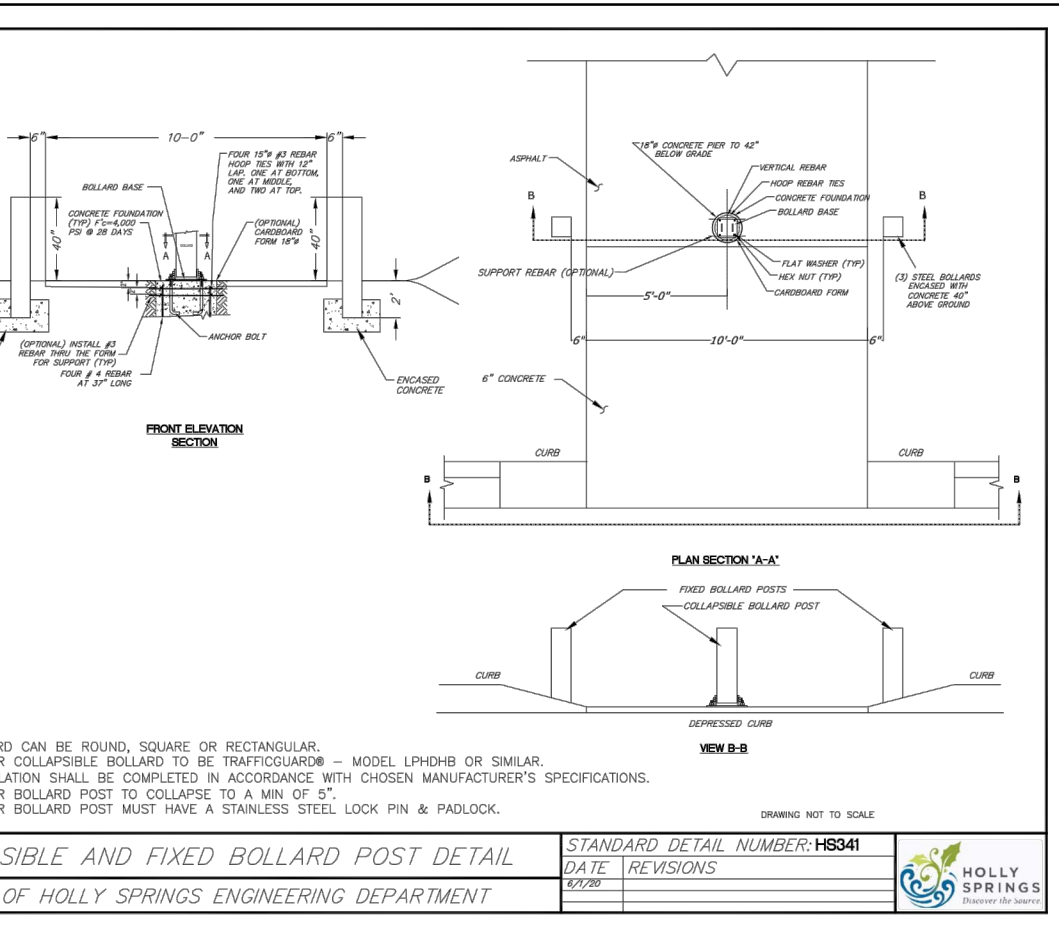
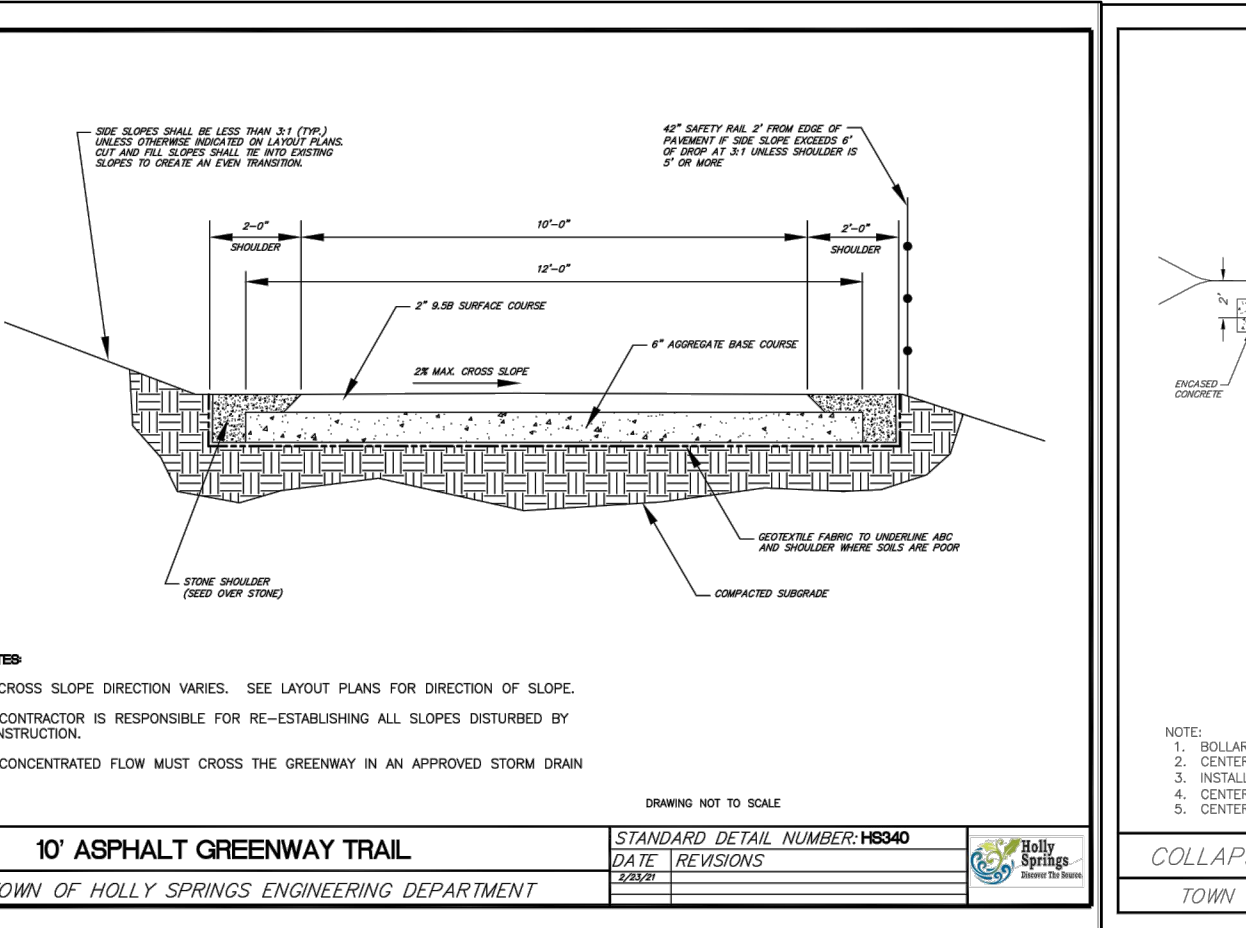
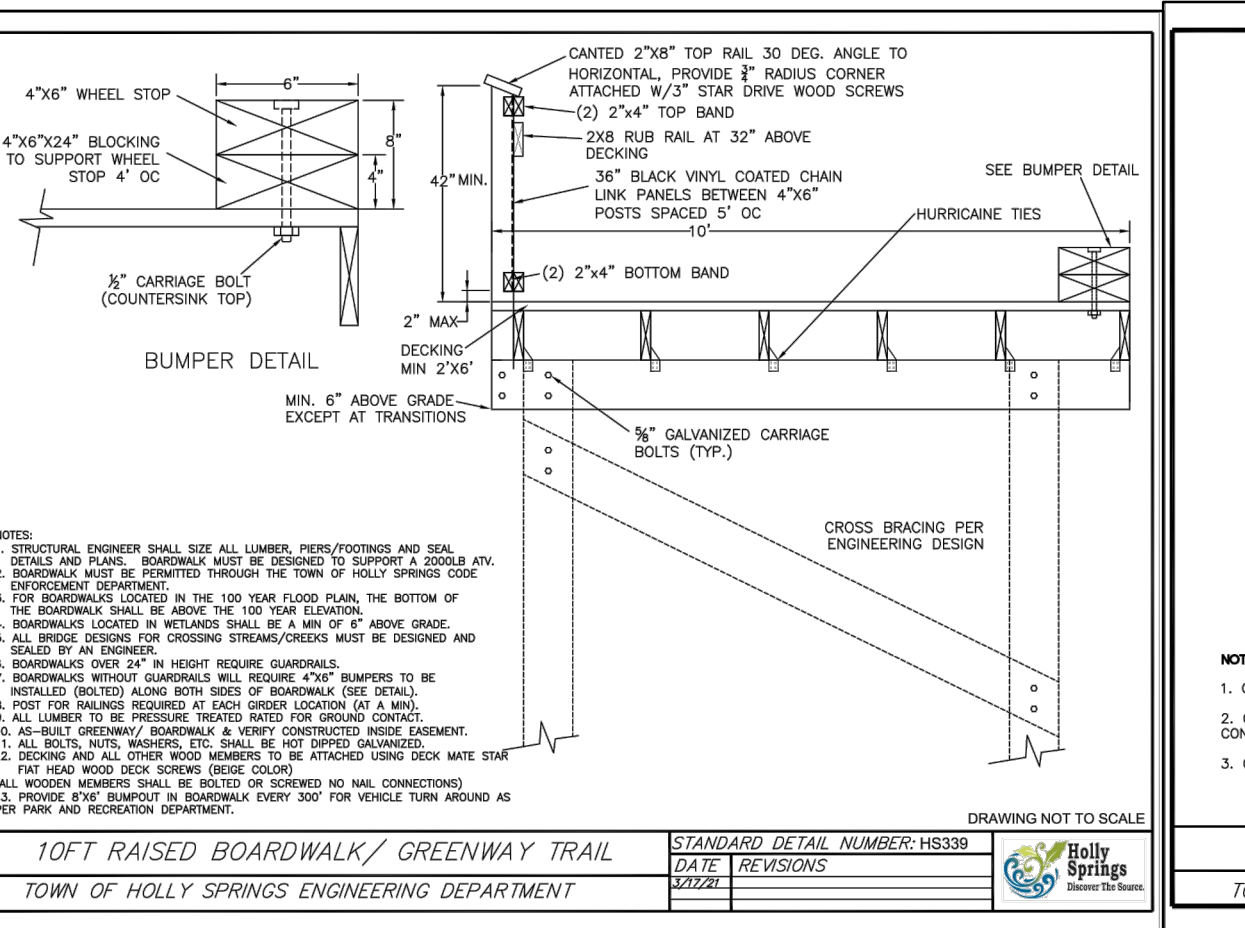
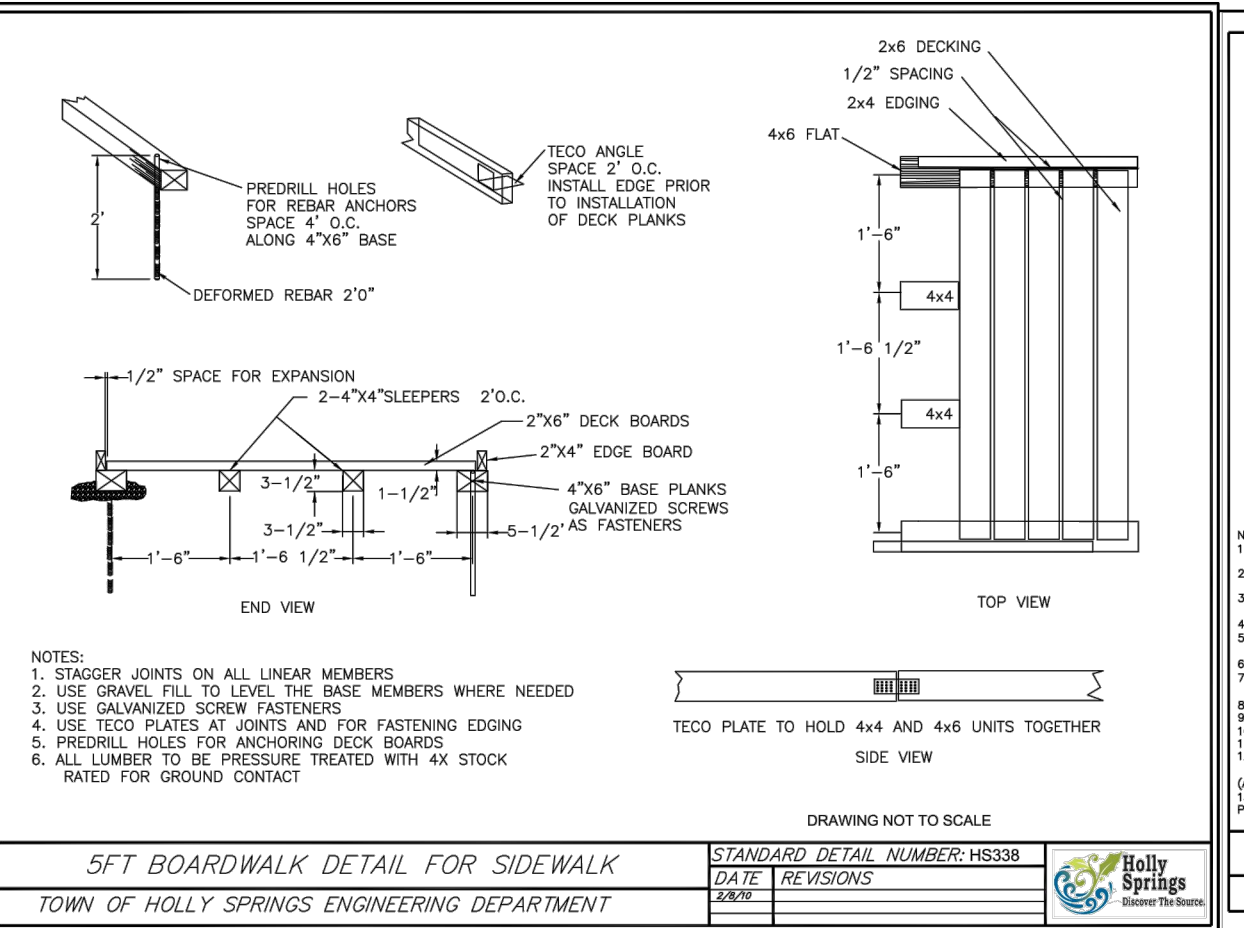
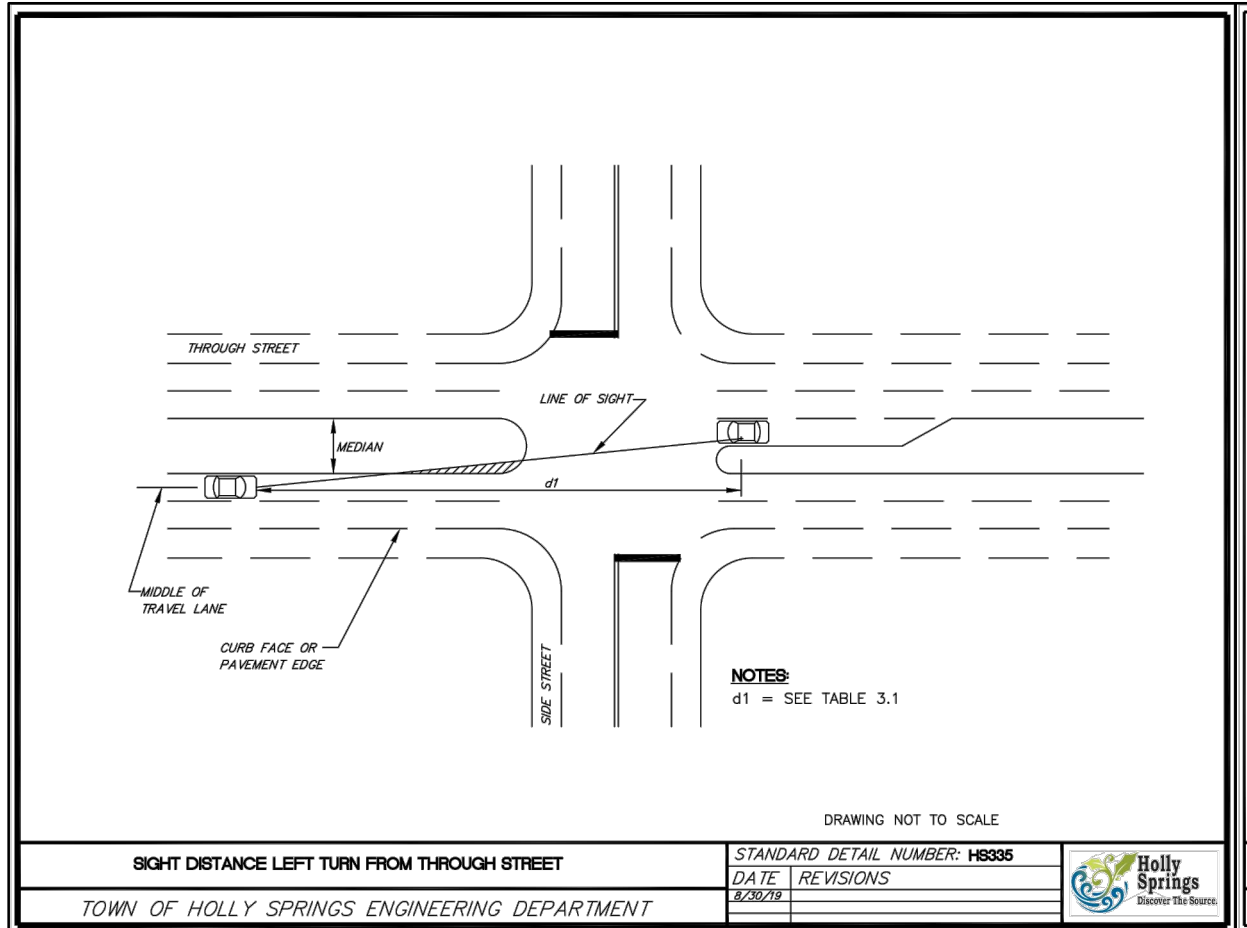
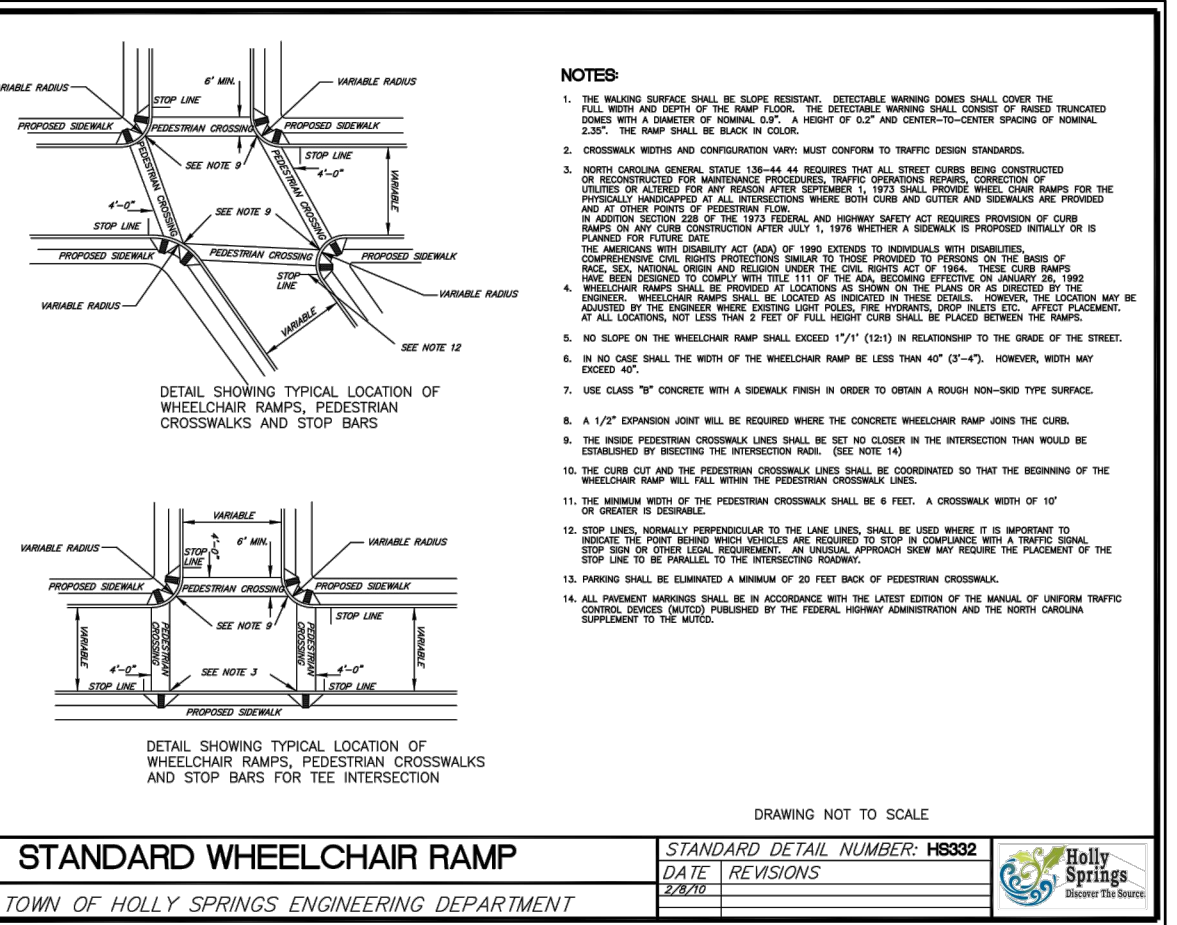
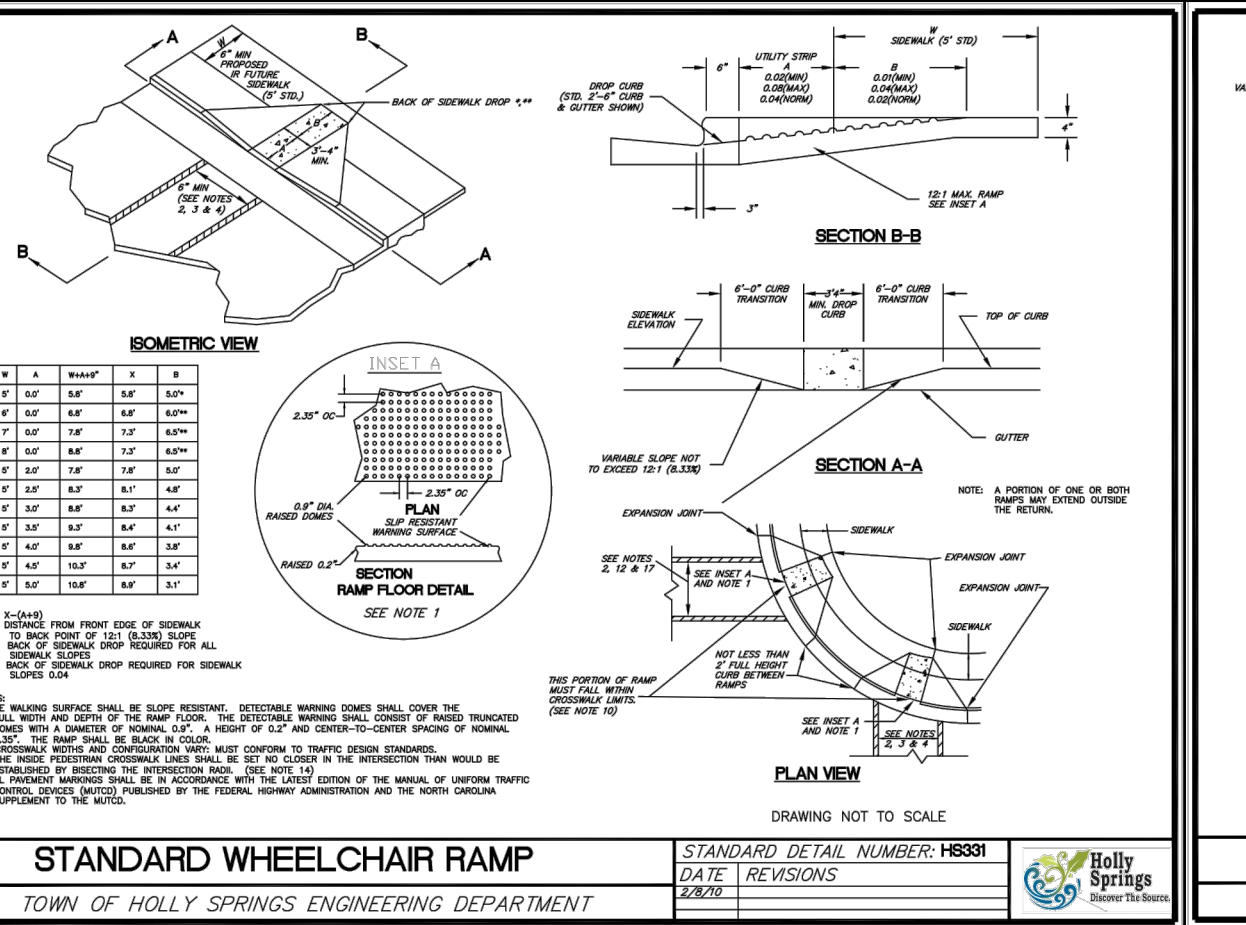
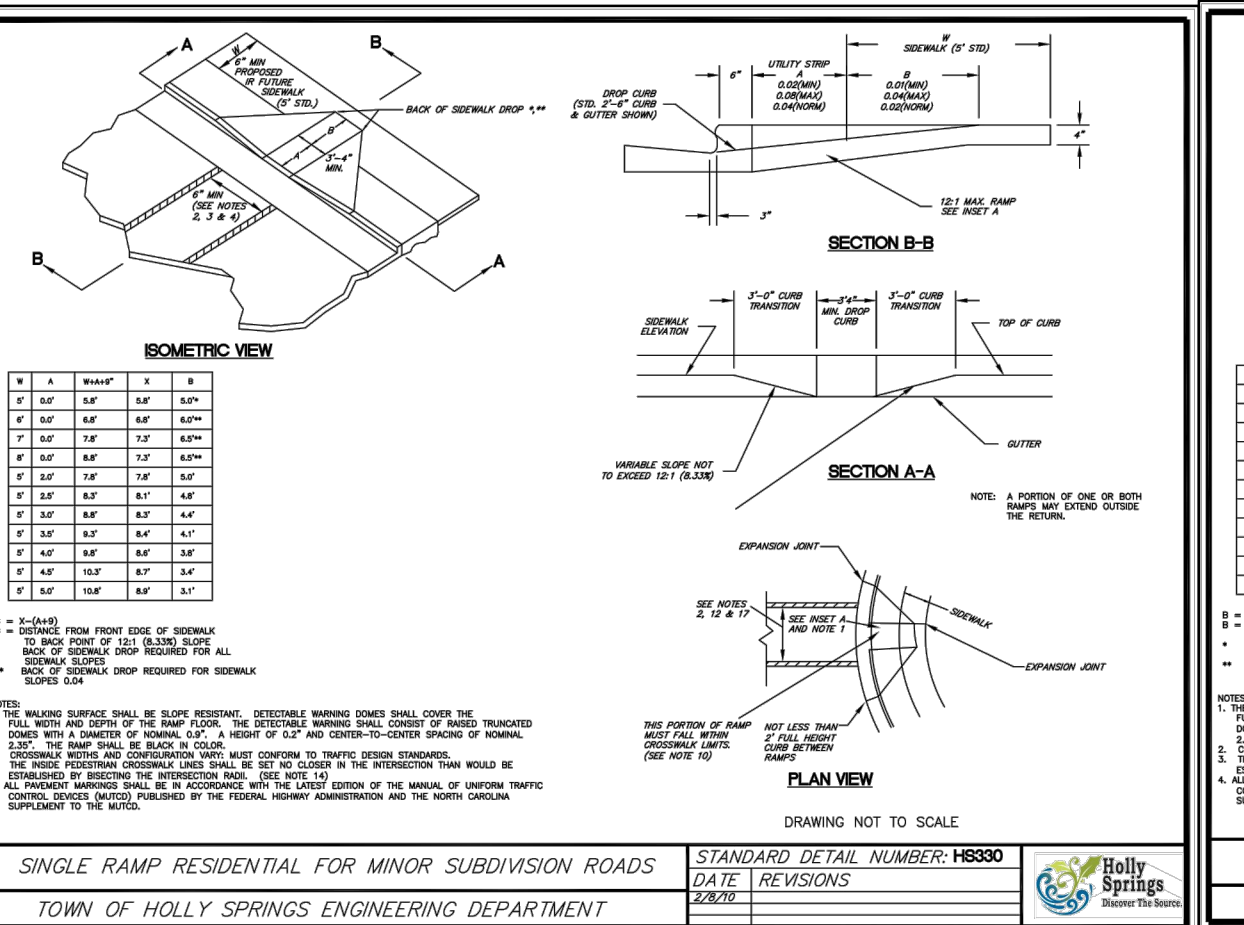
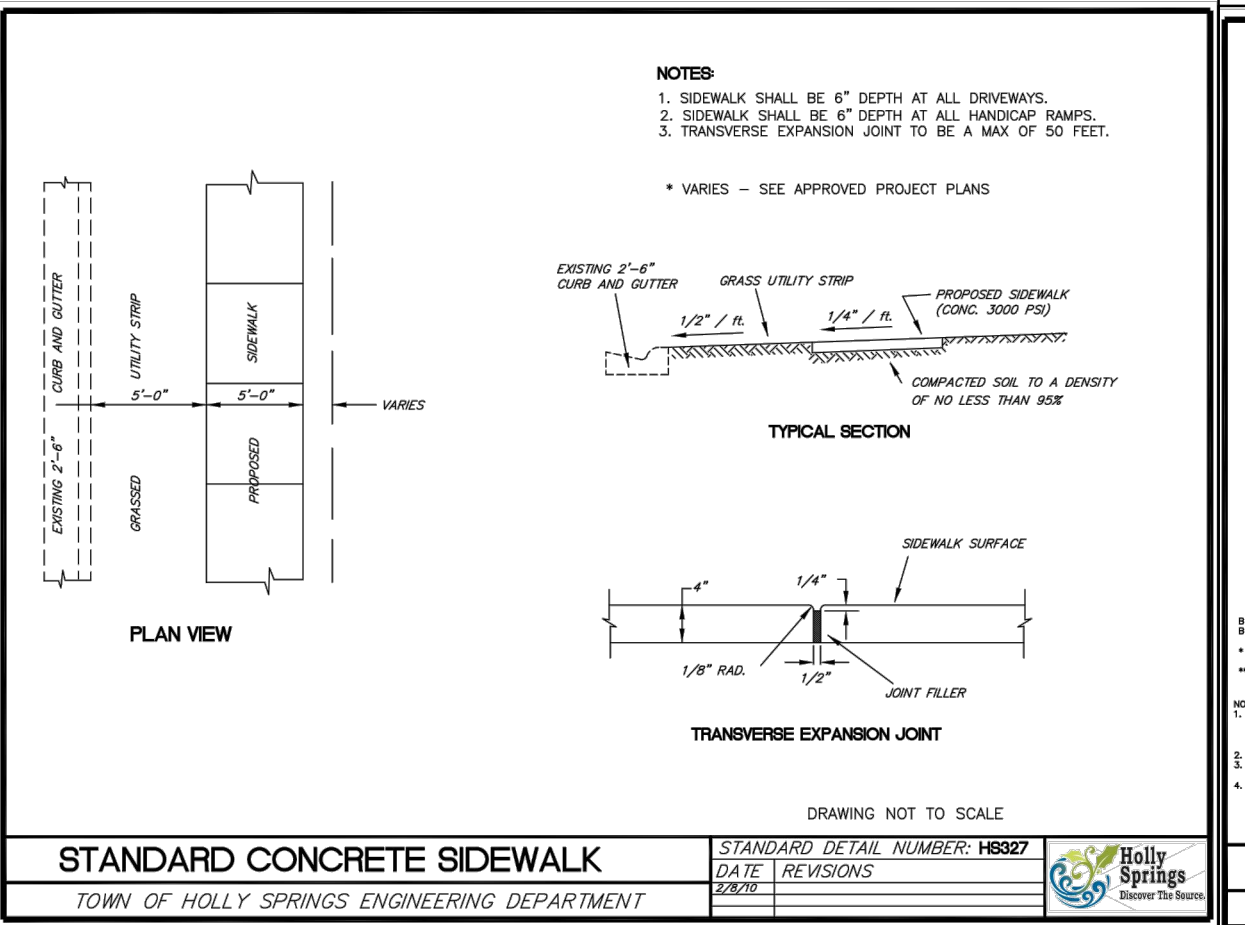
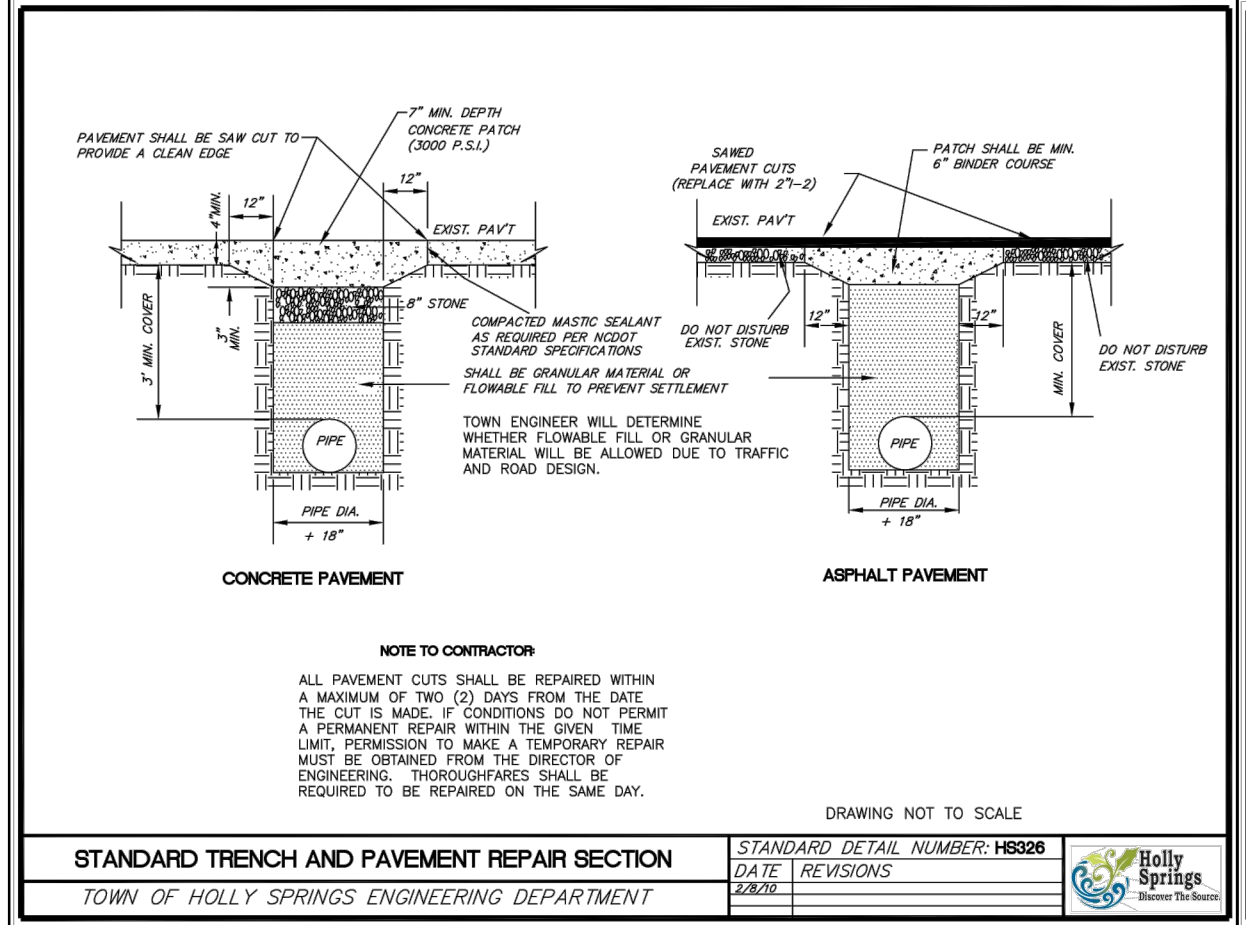
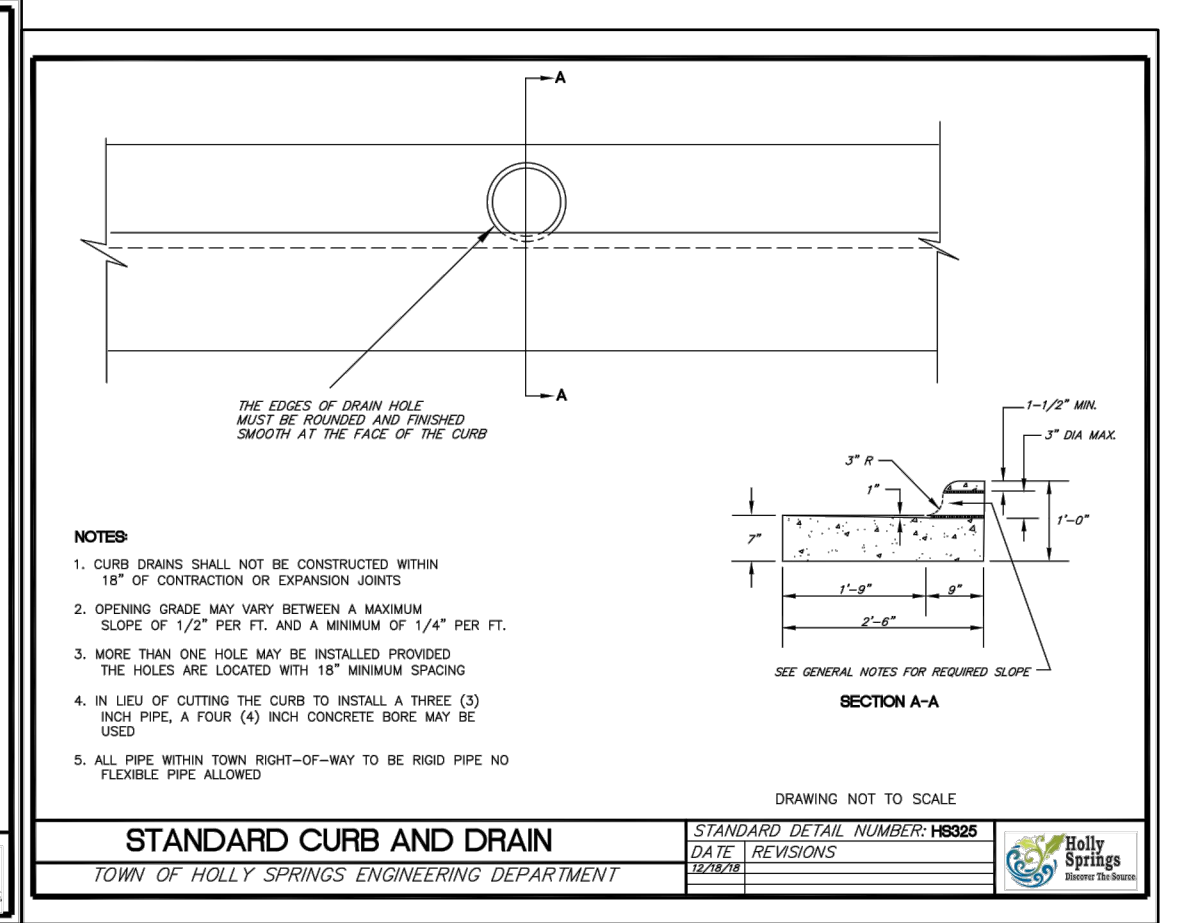
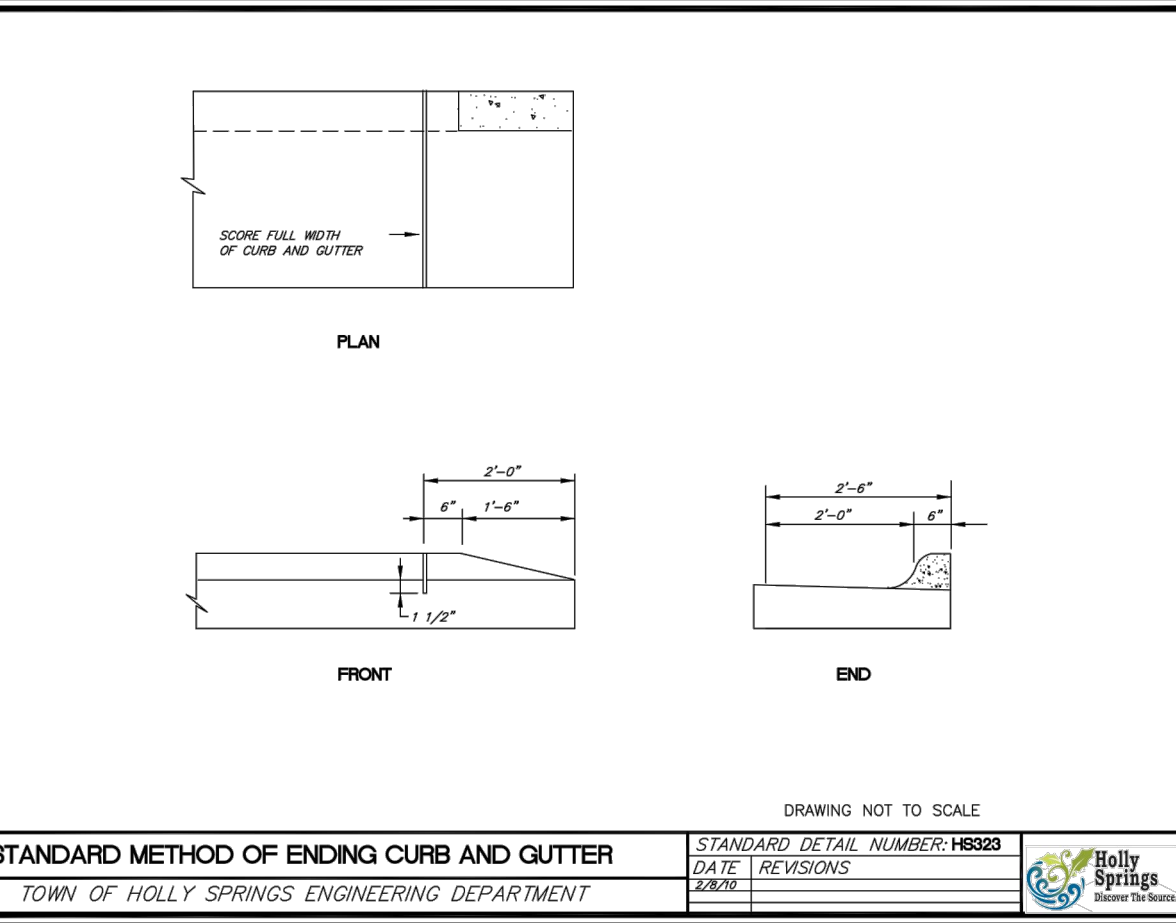
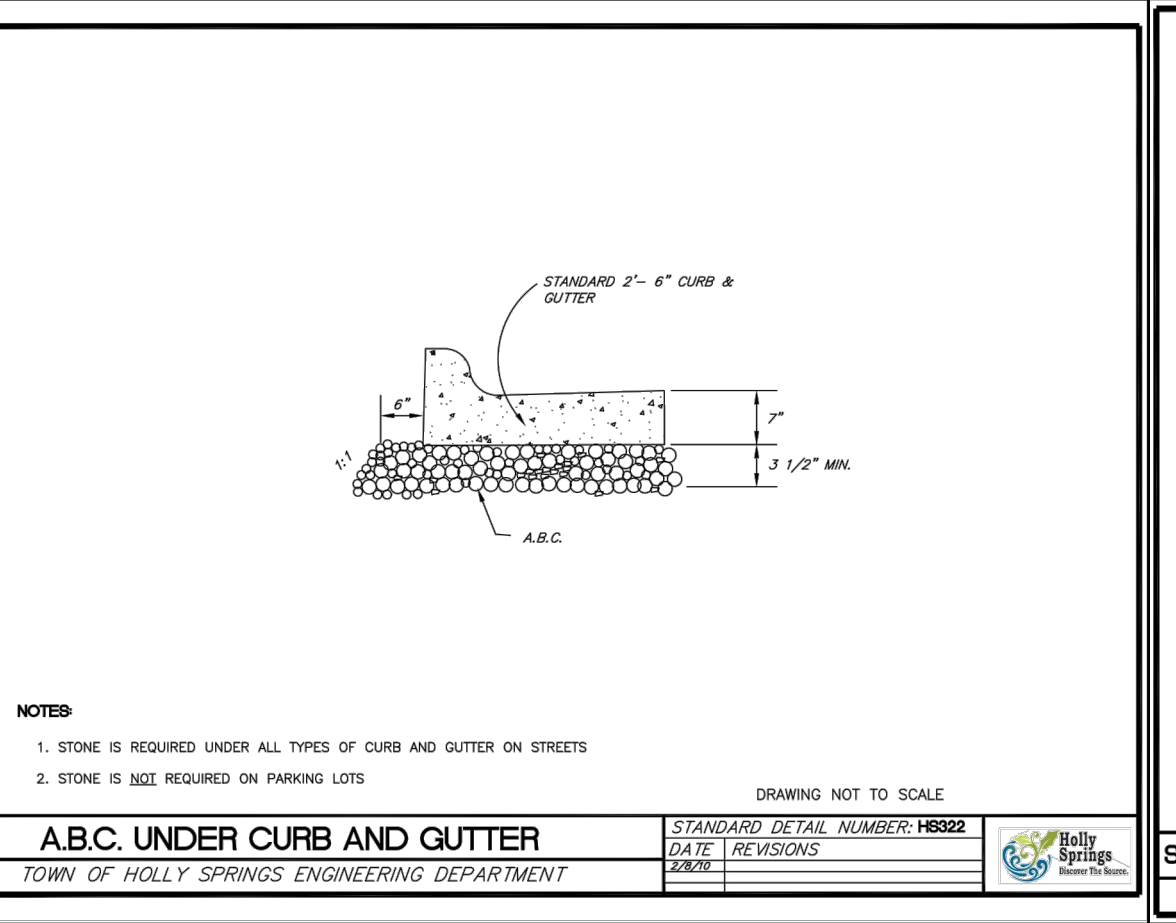
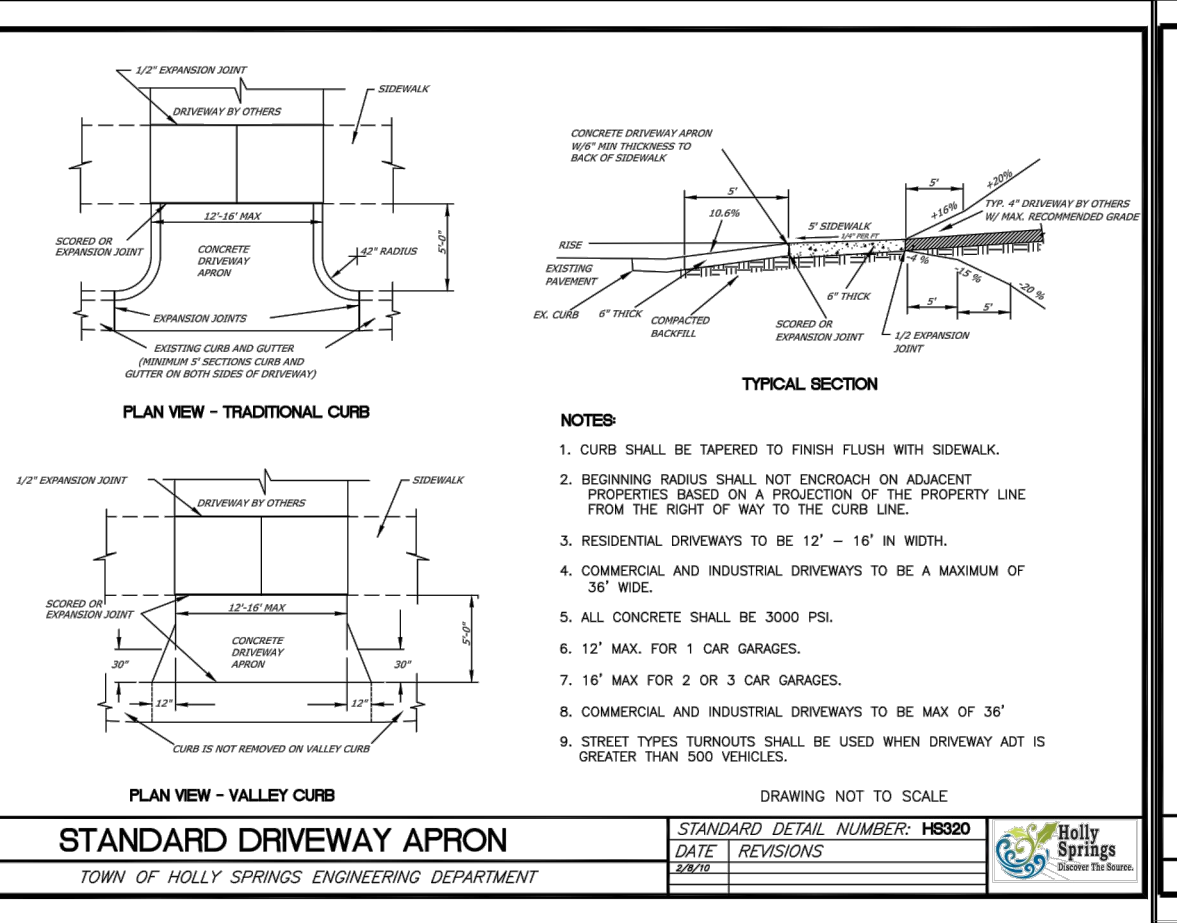
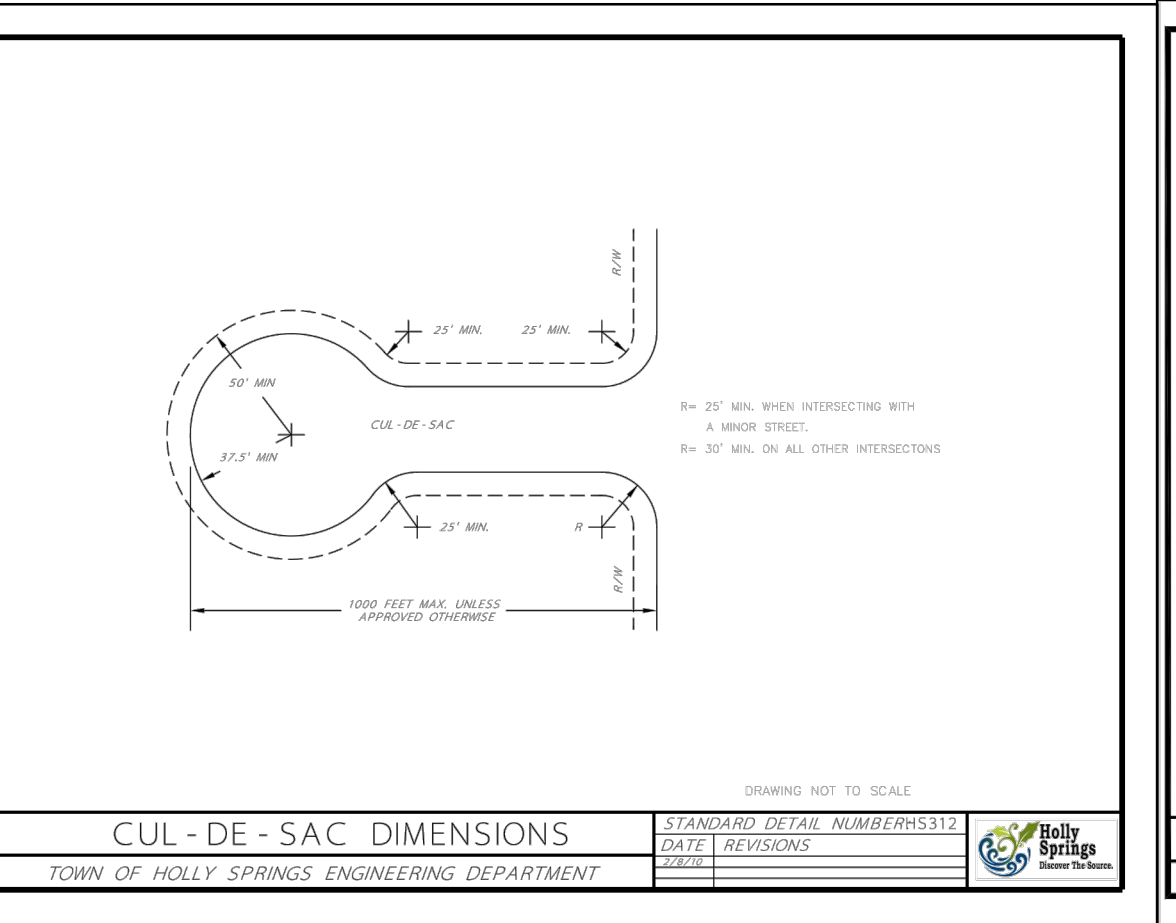
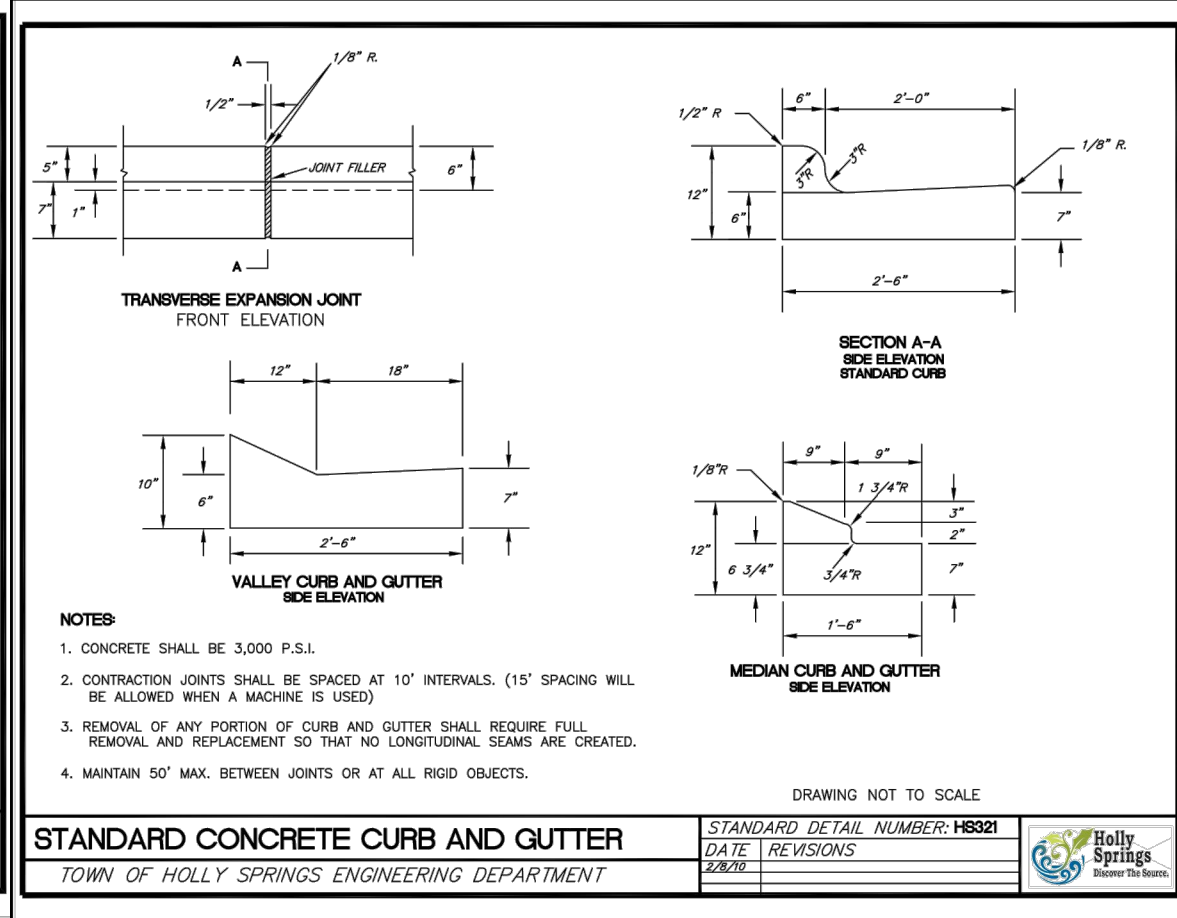
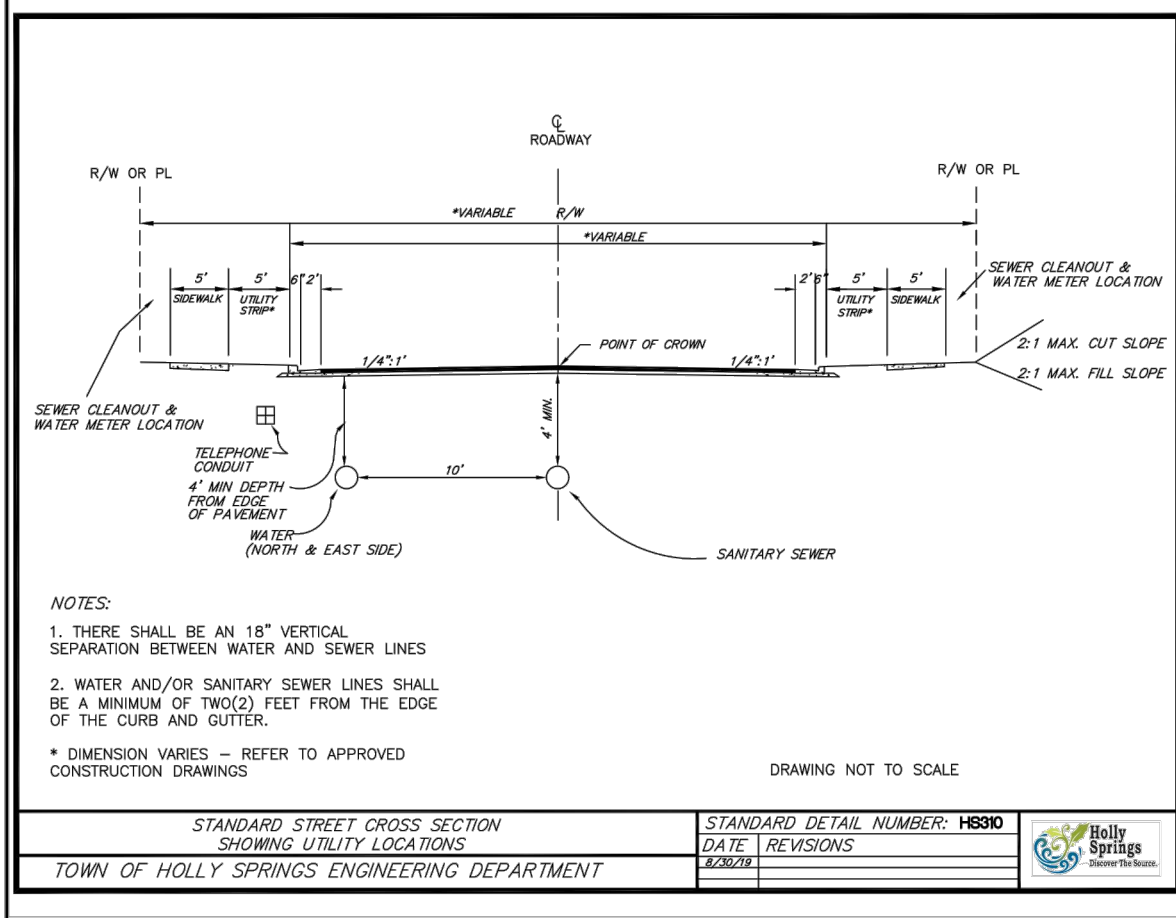
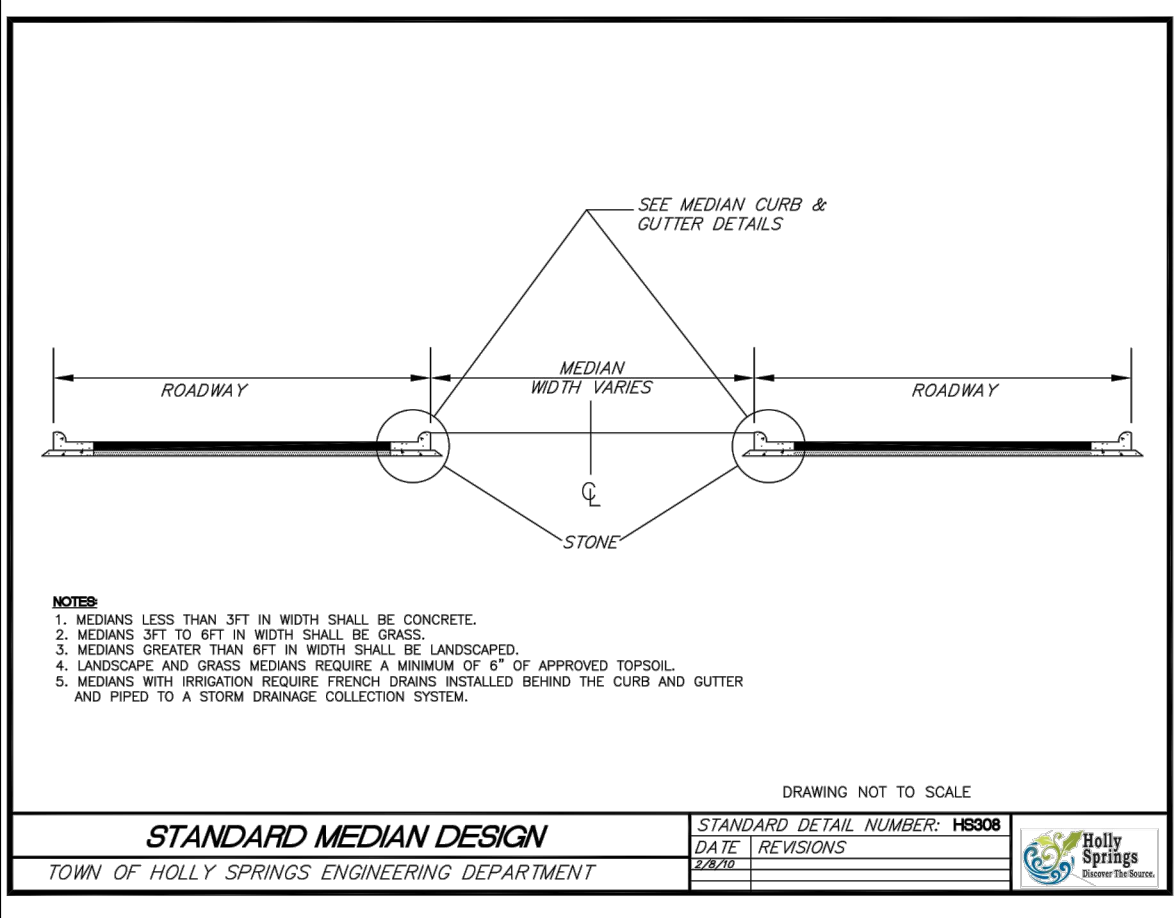
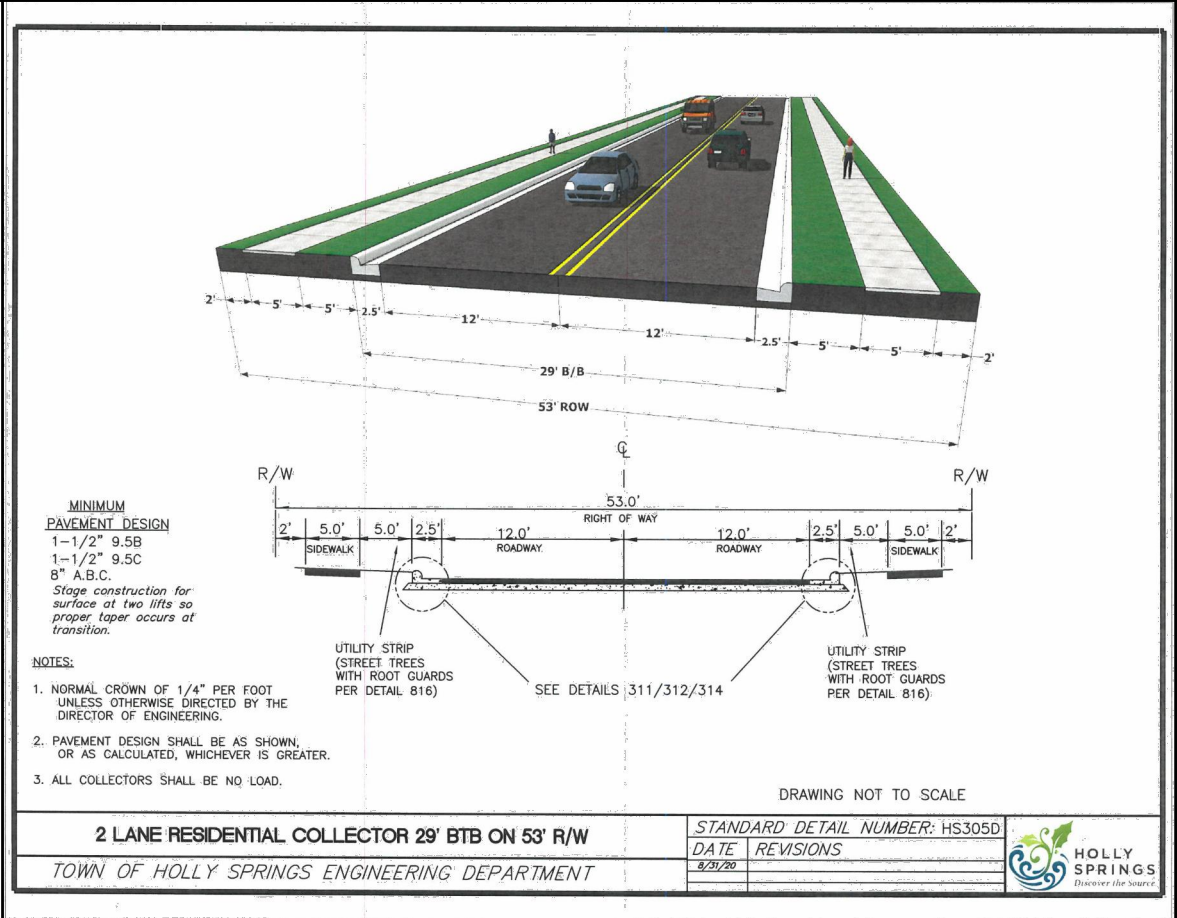
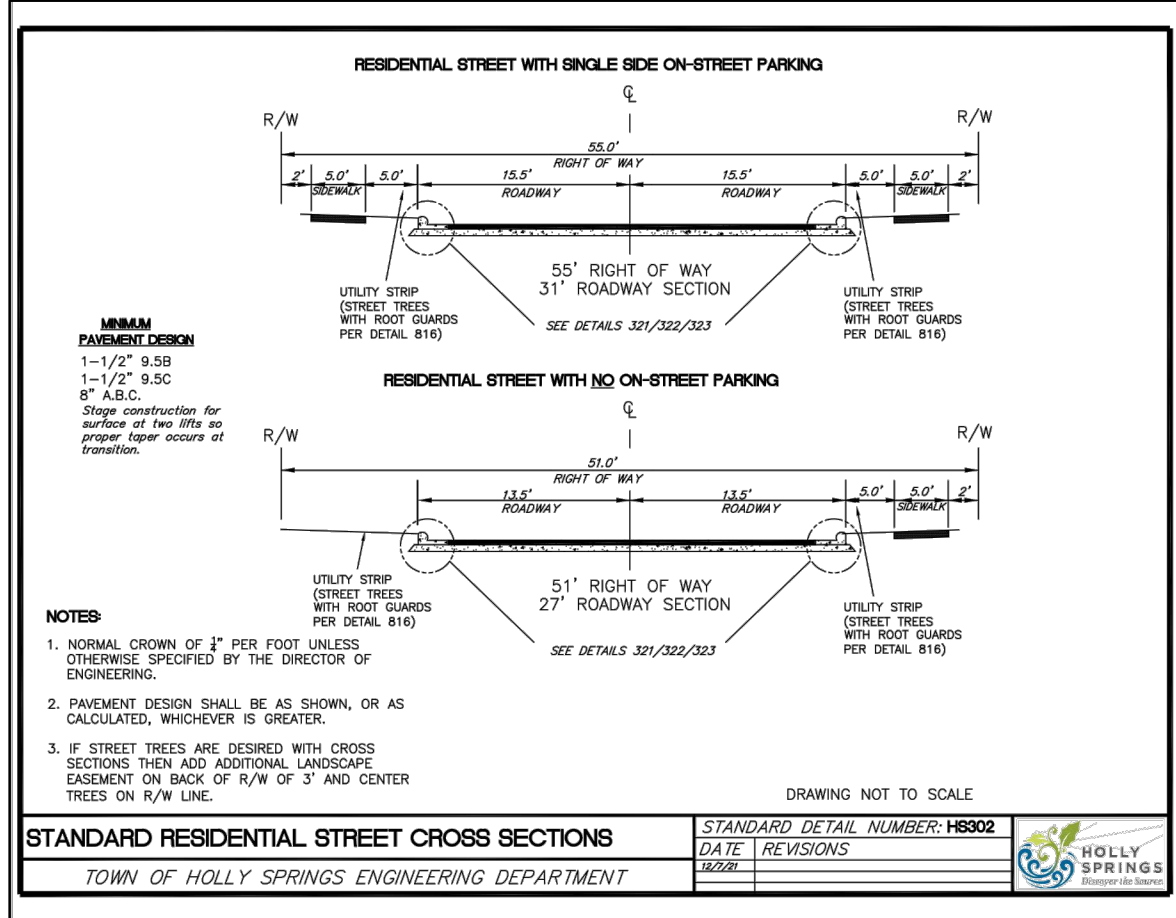
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JUNE 3, 2022

dwg by: chkd by:
RKA JR

scale:
As Noted

sheet:
C503
(DEVELOPMENT PETITION)

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project: **NORRIS CROSSING**
2205 AVENUE FERRY ROAD
HOLLY SPRINGS TOWNSHIP
NORTH CAROLINA 27540

seal:

PRELIMINARY NOT FOR CONSTRUCTION

DATE	BY	REVISION
JUNE 28, 2023	ES	1. TOWN OF HOLLY SPRINGS - 1ST DEVELOPMENT PETITION REVIEW
SEP 12, 2023	FS	2. TOWN OF HOLLY SPRINGS - 2ND DEVELOPMENT PETITION REVIEW
OCTOBER 5, 2023	FS	3. TOWN OF HOLLY SPRINGS - 3RD DEVELOPMENT PETITION REVIEW
NOVEMBER 23, 2023	FS	4. TOWN OF HOLLY SPRINGS - 4TH DEVELOPMENT PETITION REVIEW

title: **STREET/SITE DETAILS**

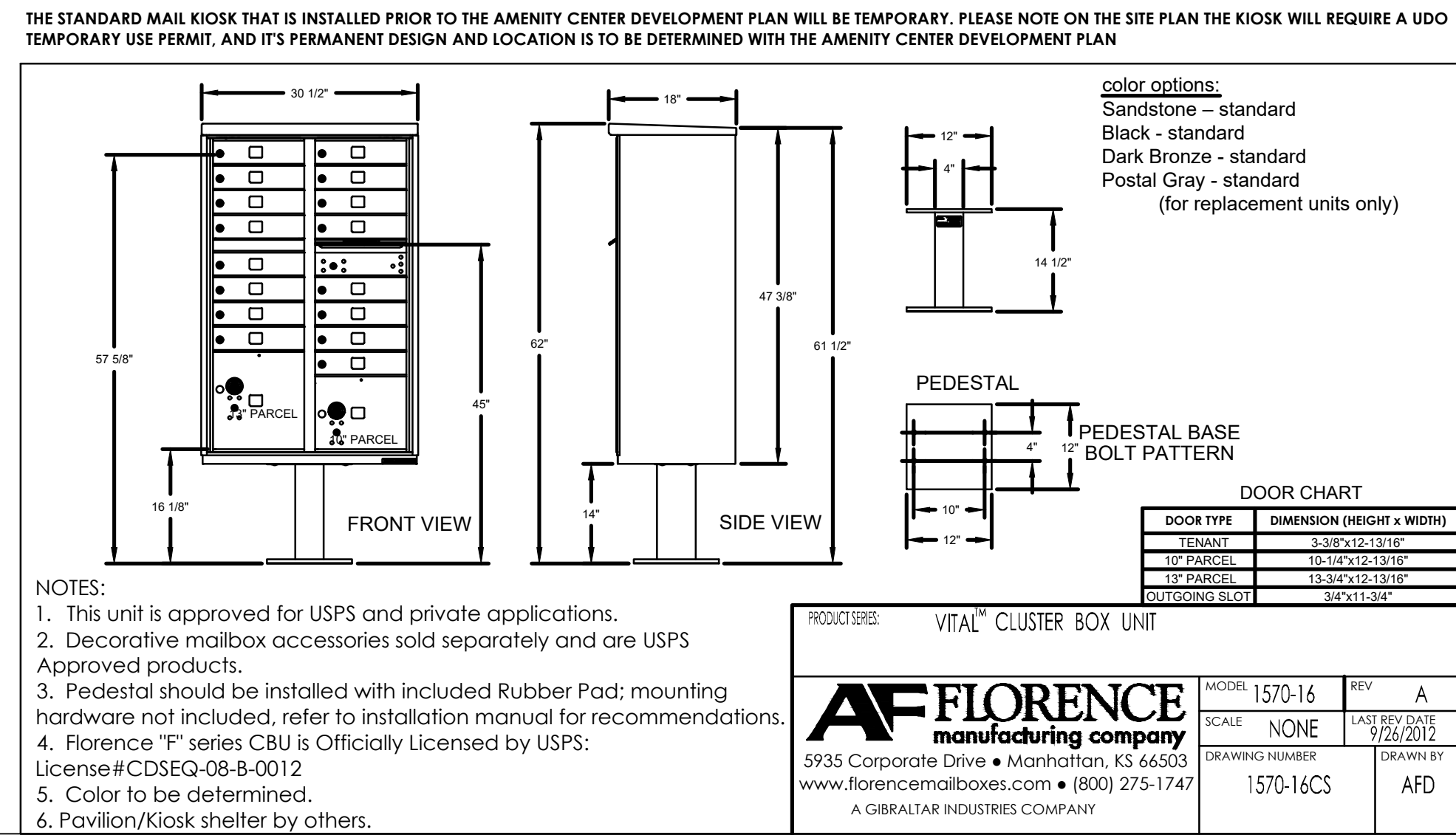
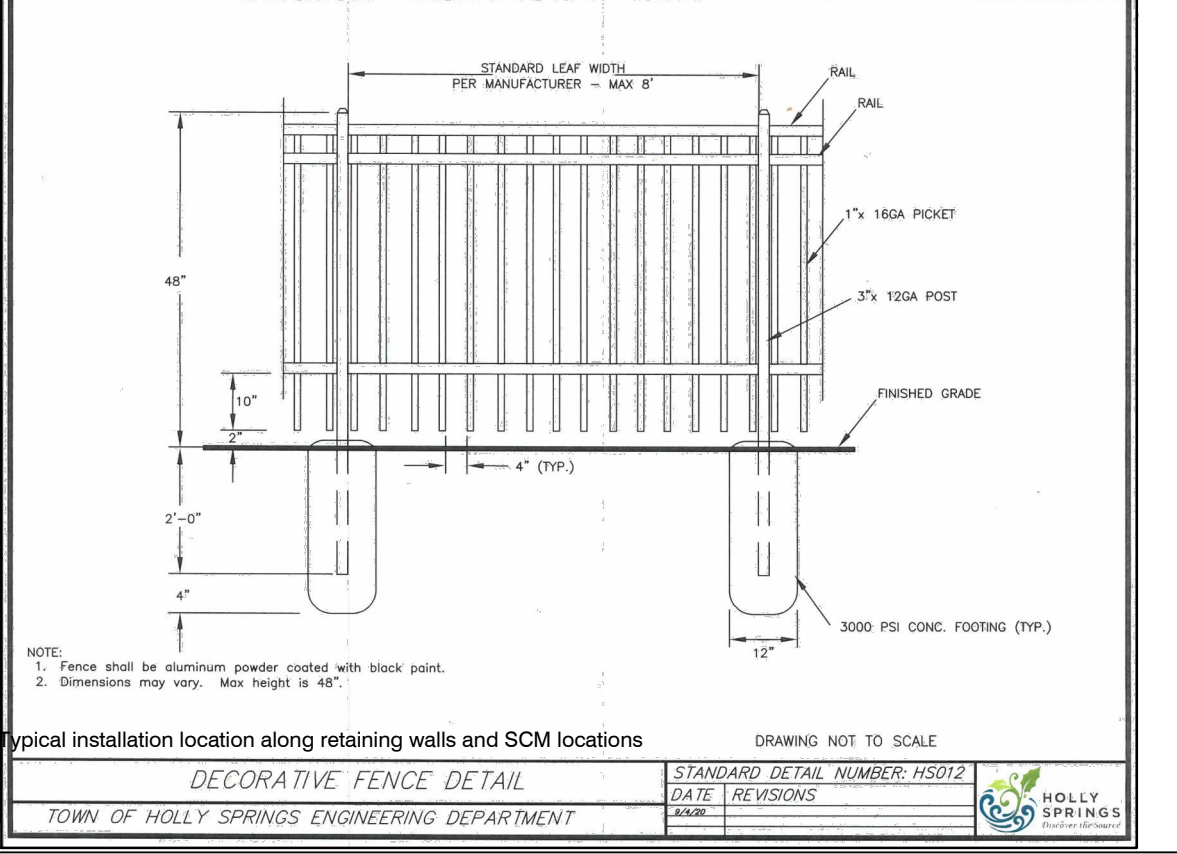
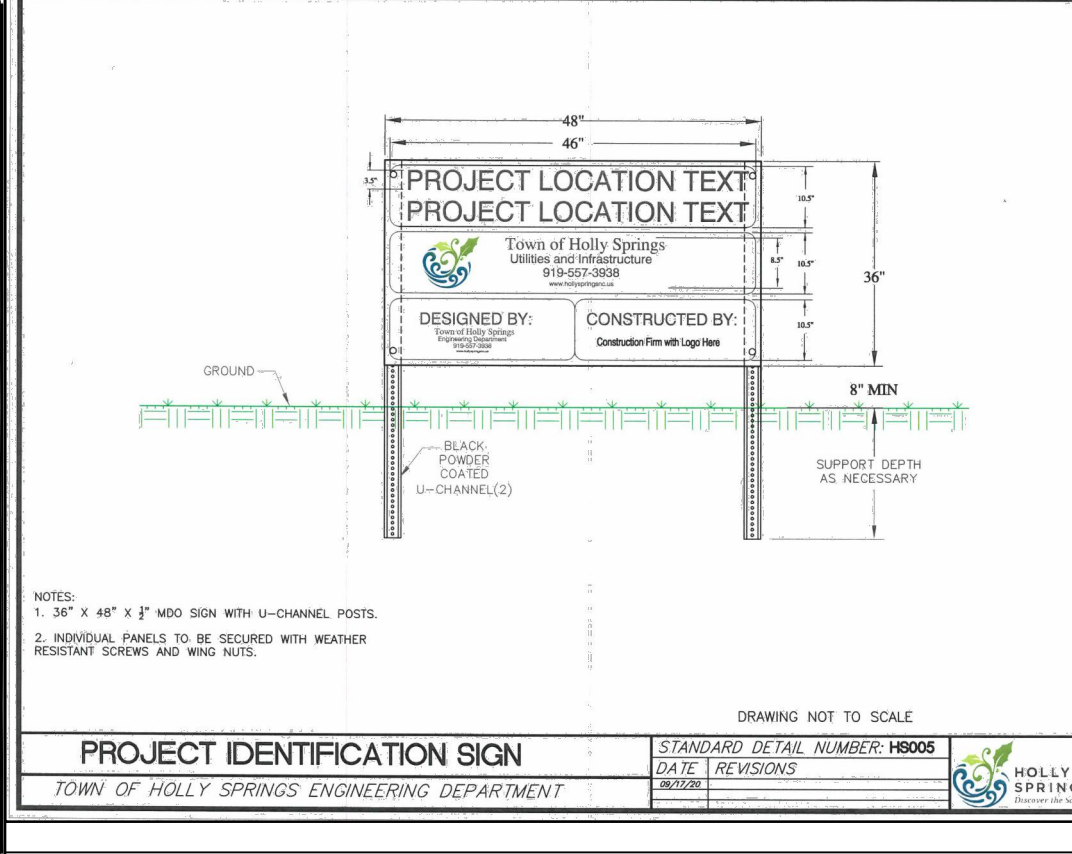
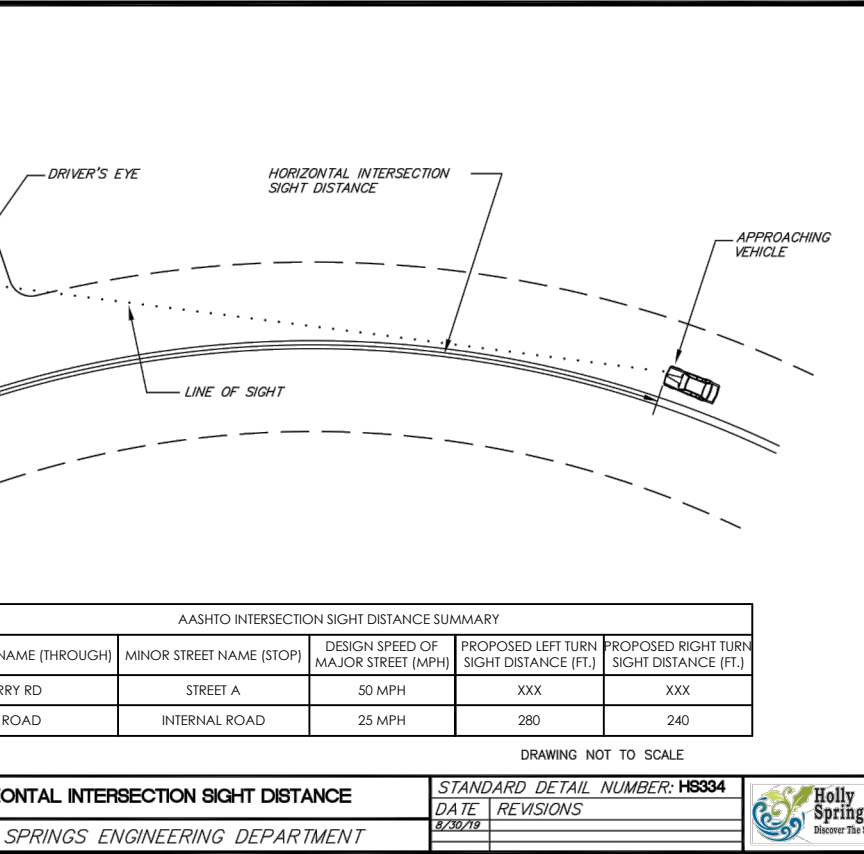
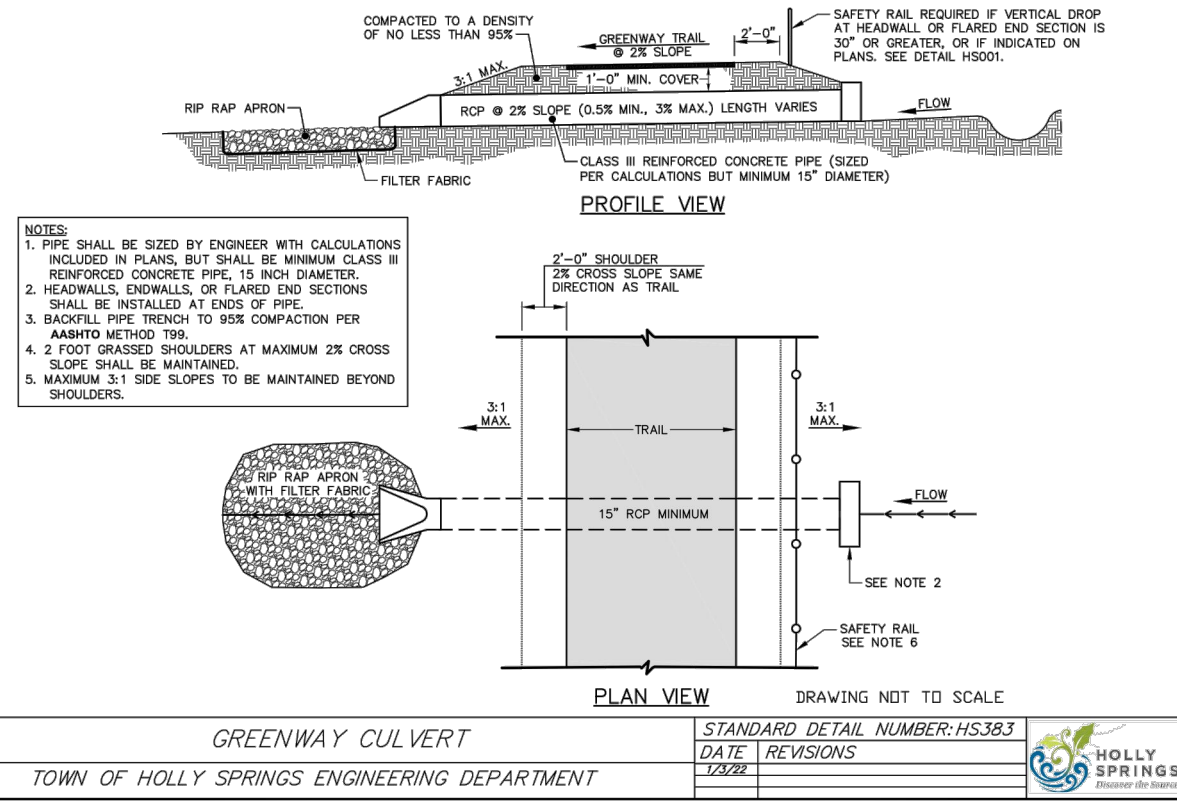
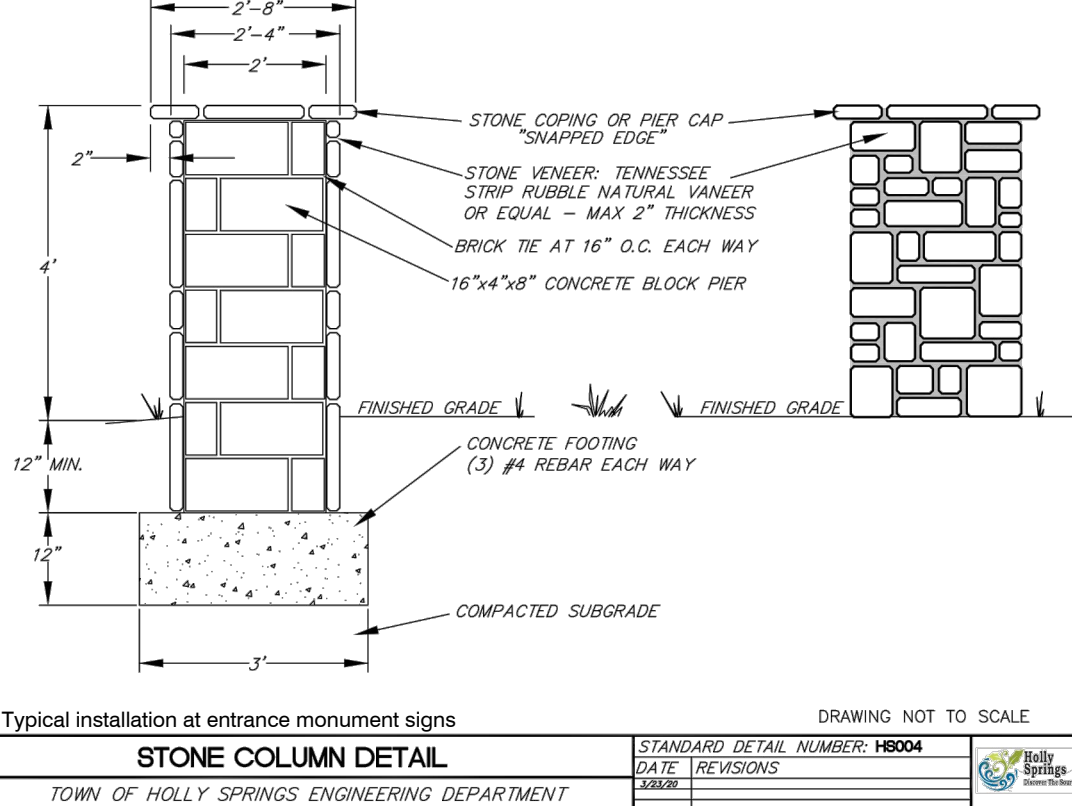
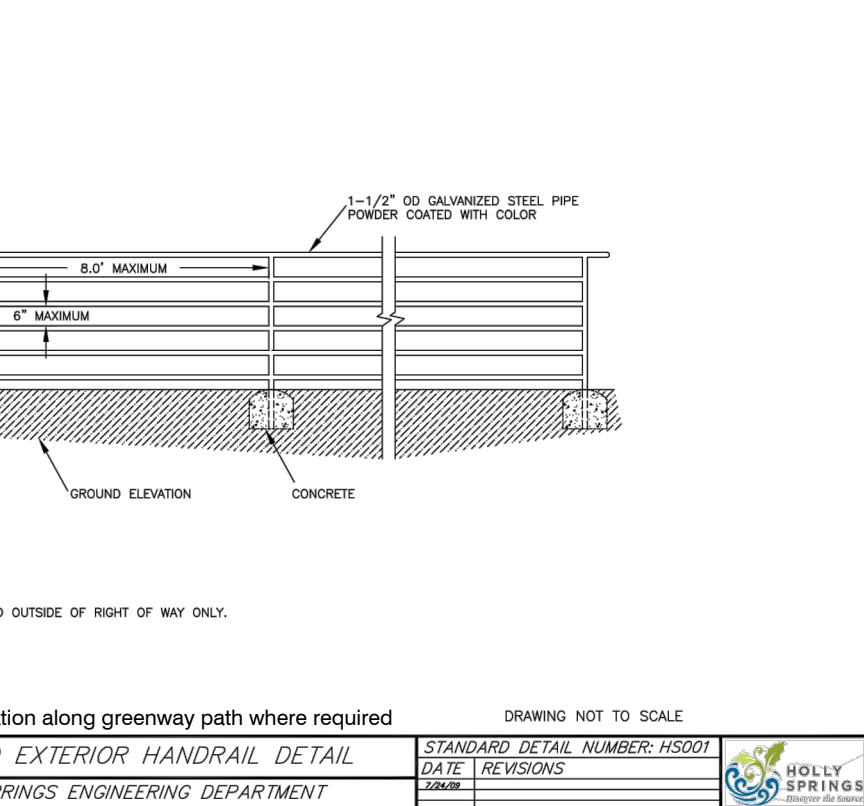
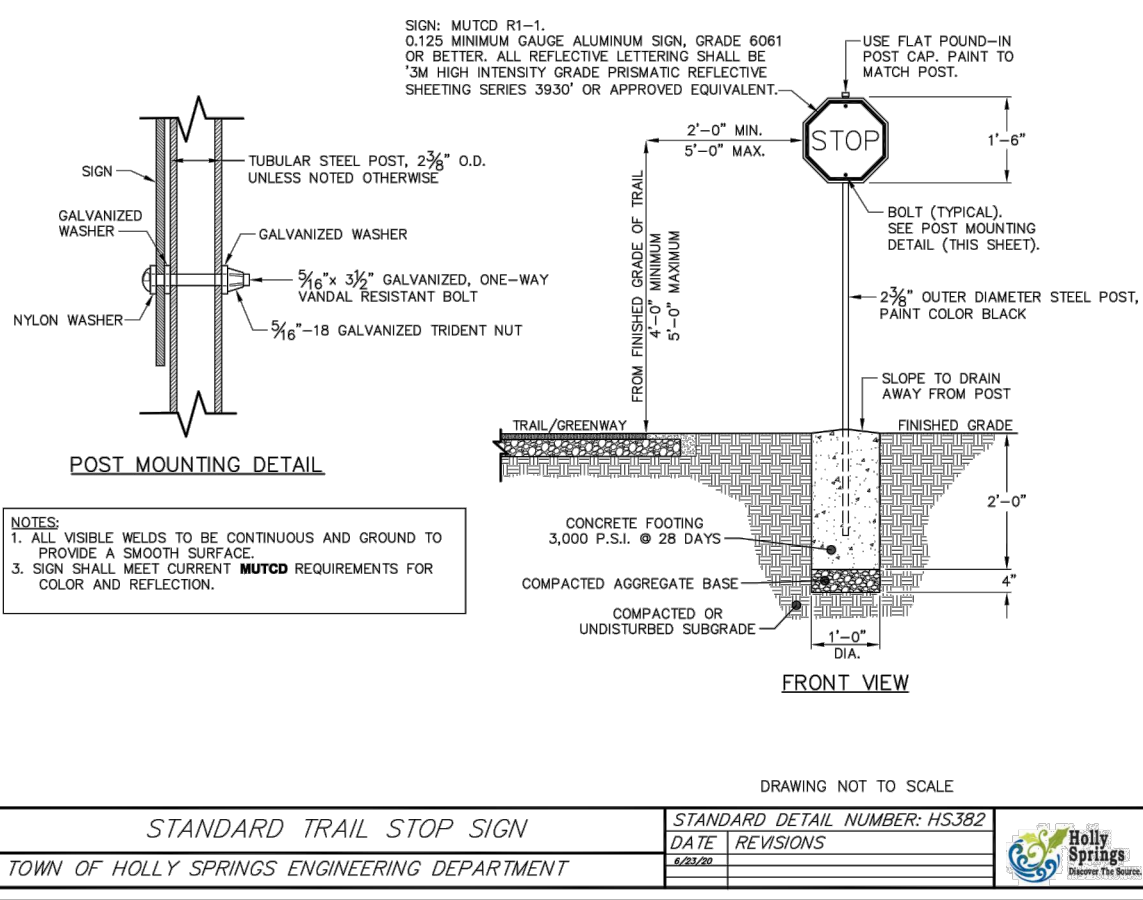
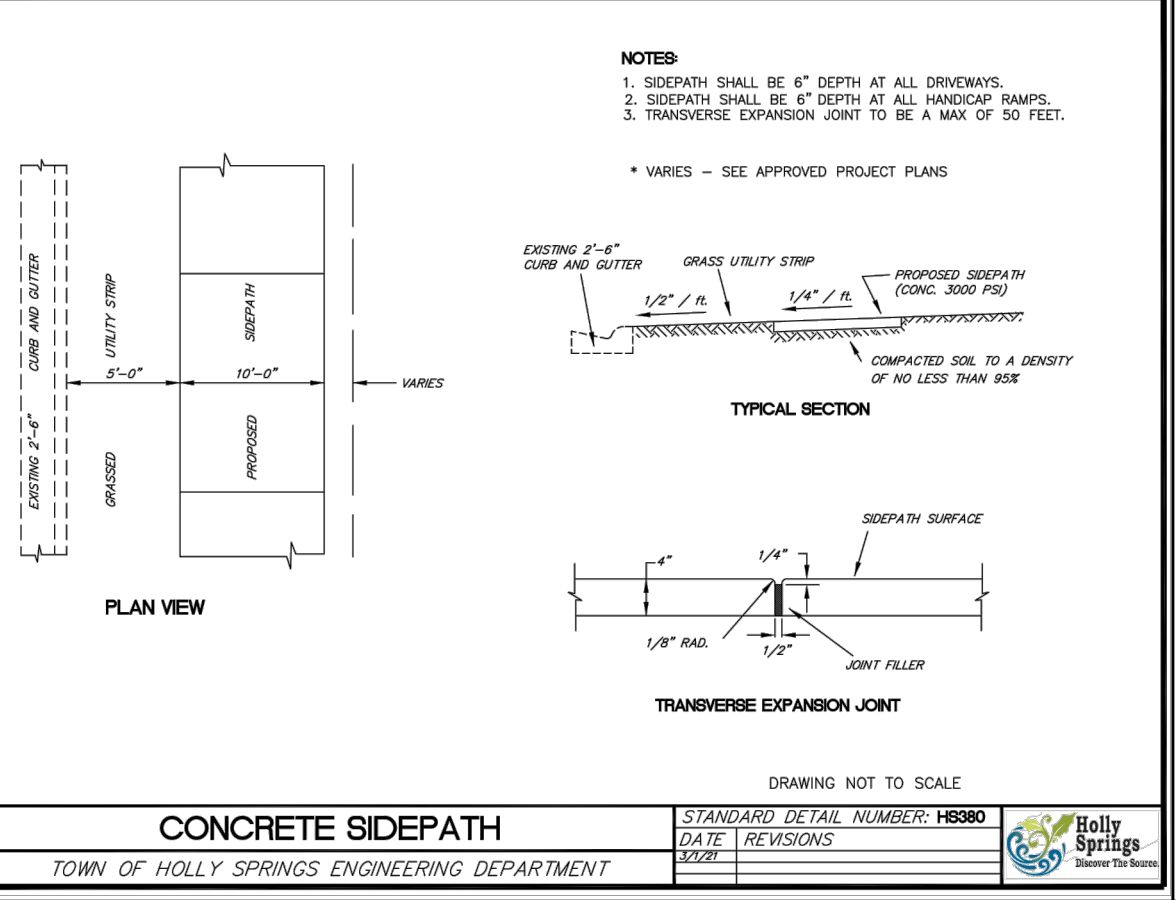
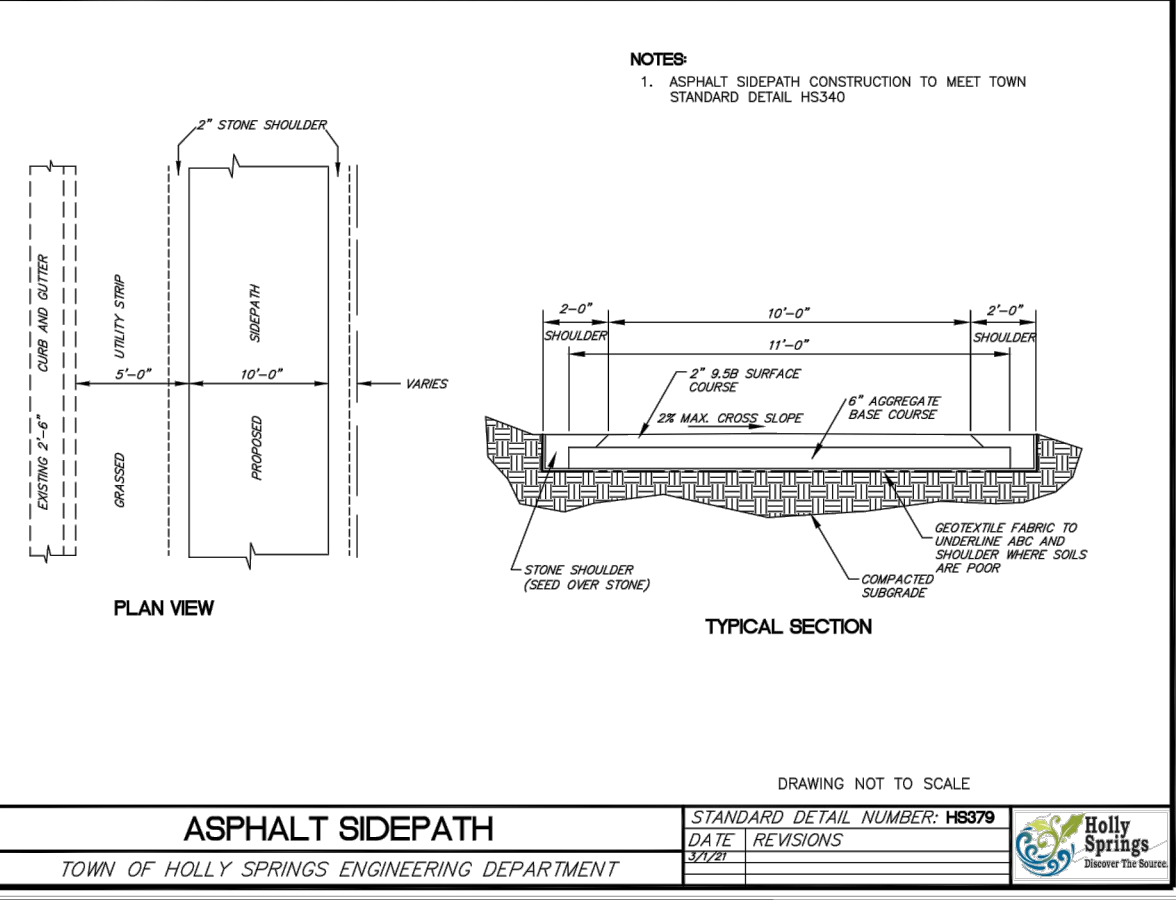
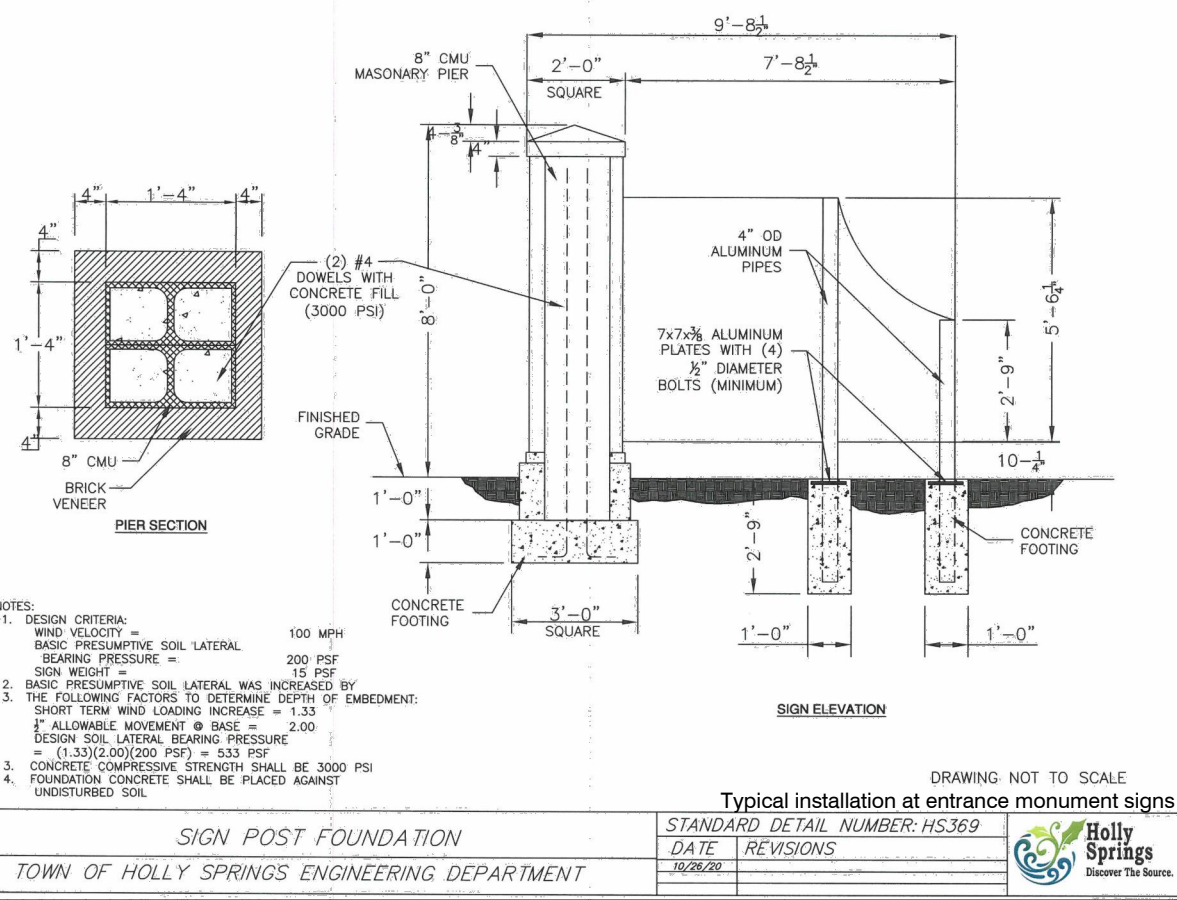
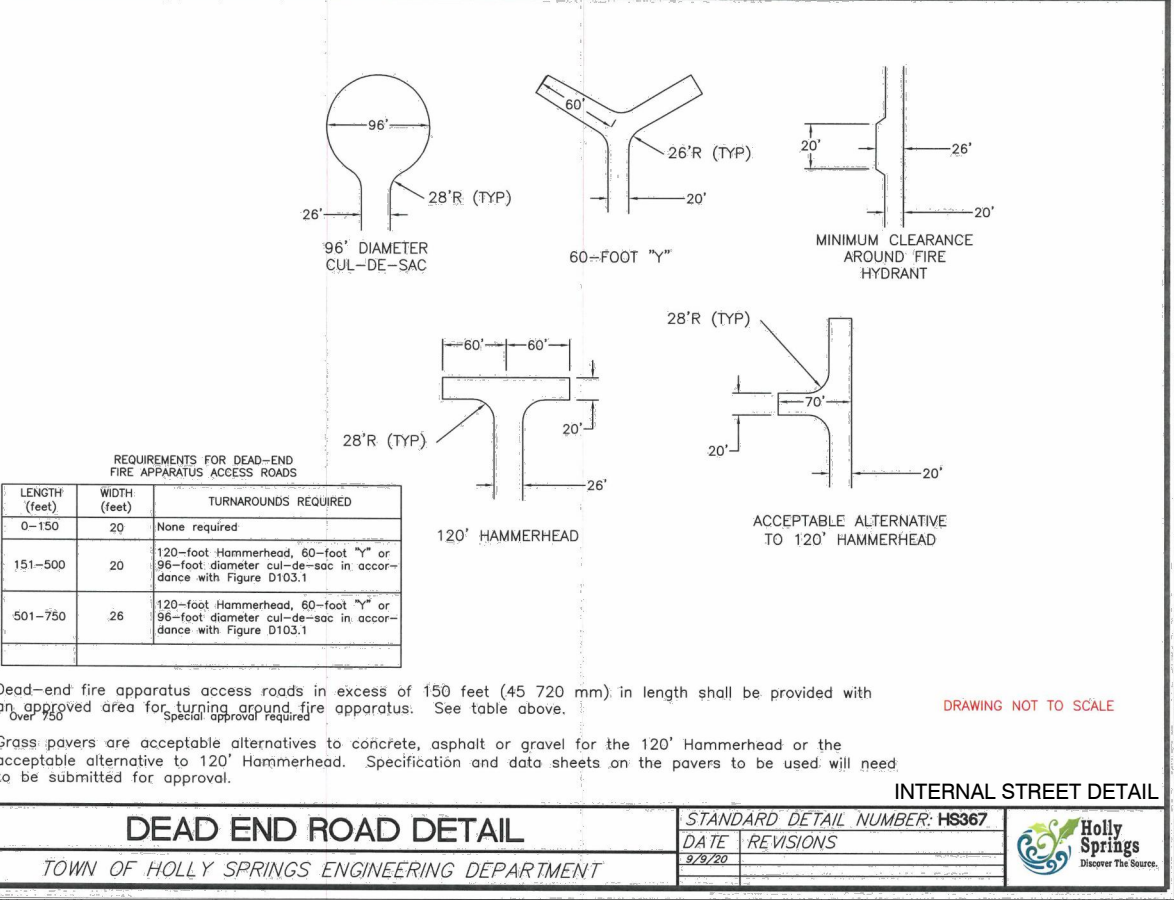
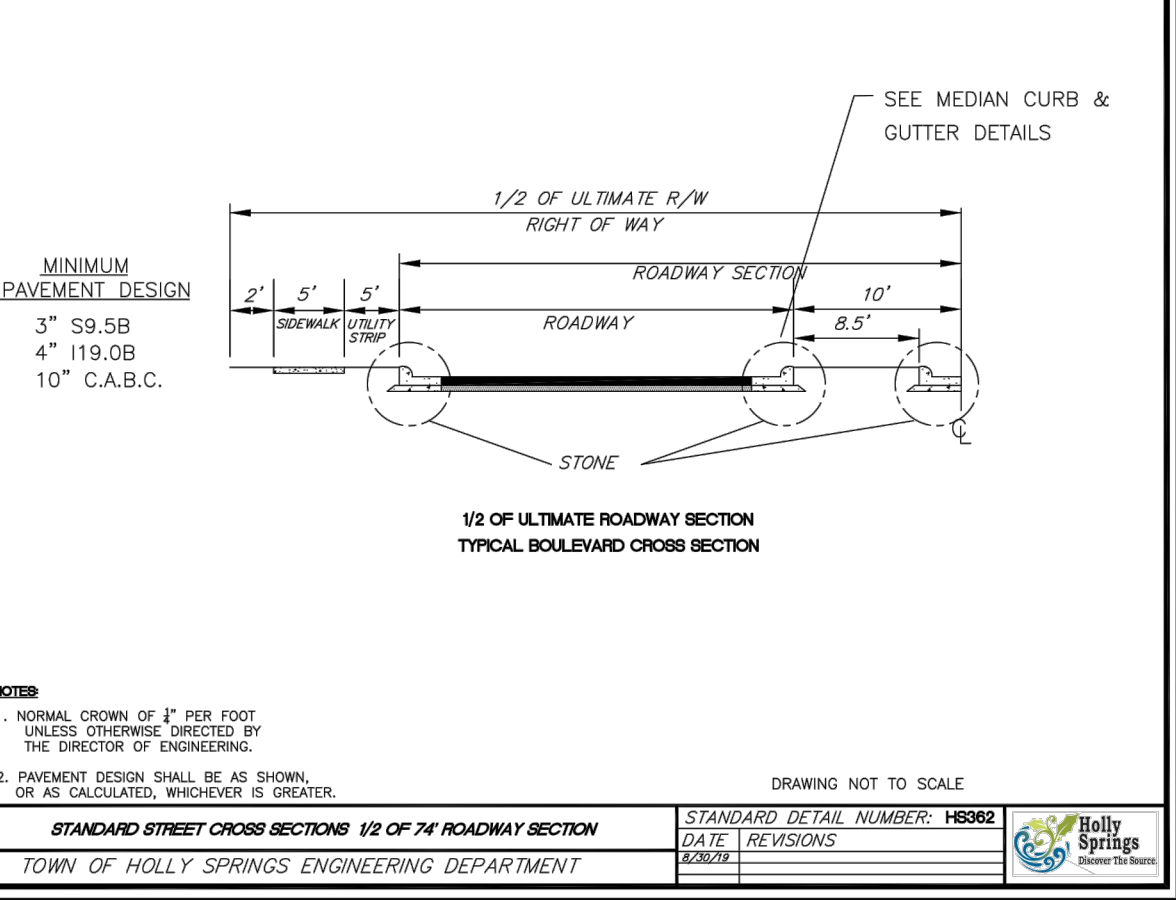
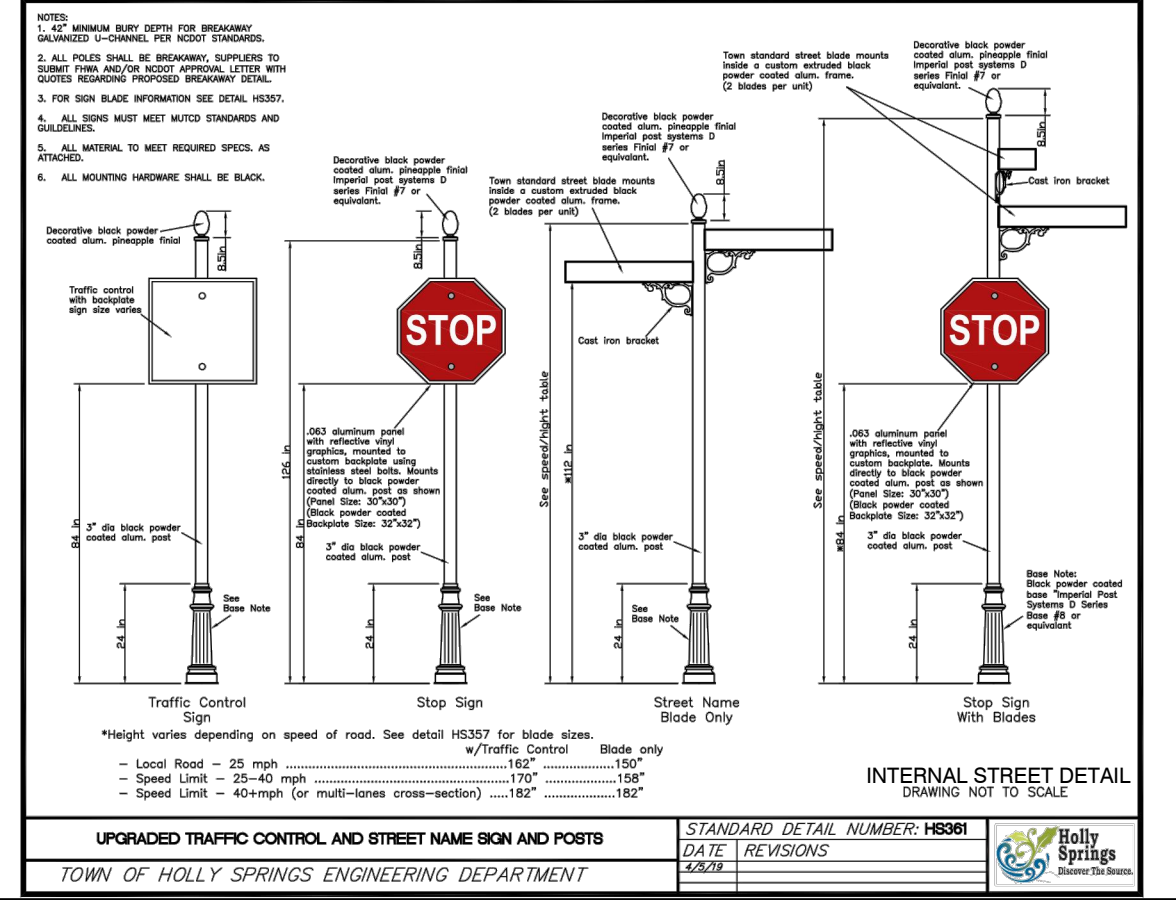
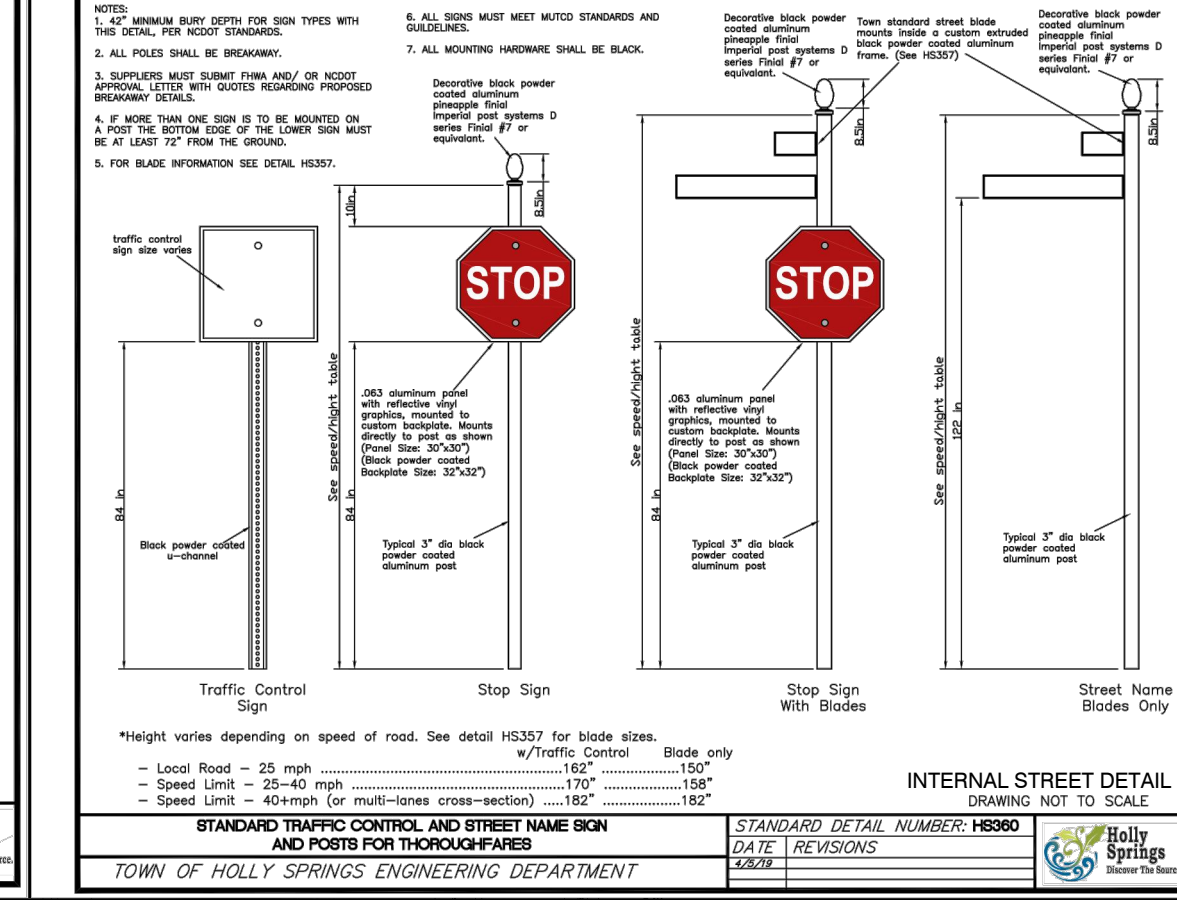
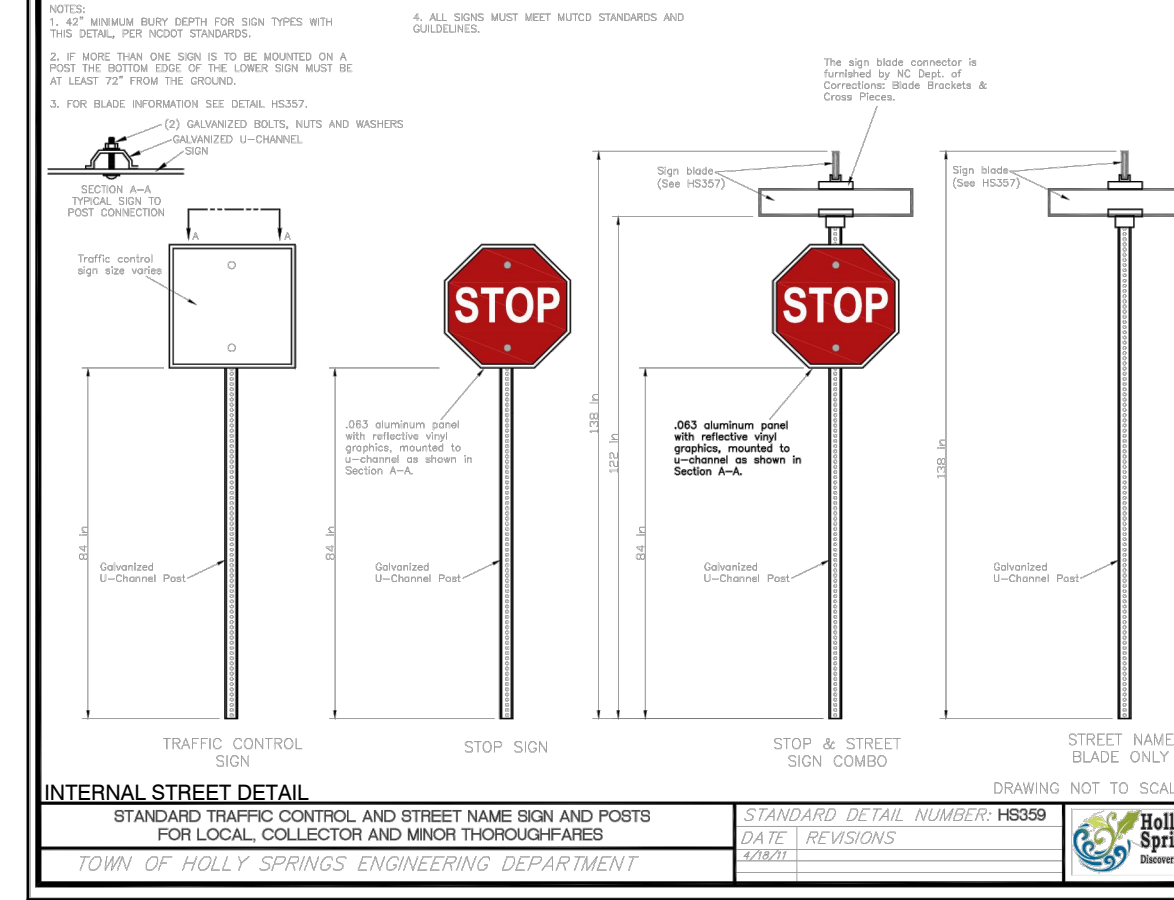
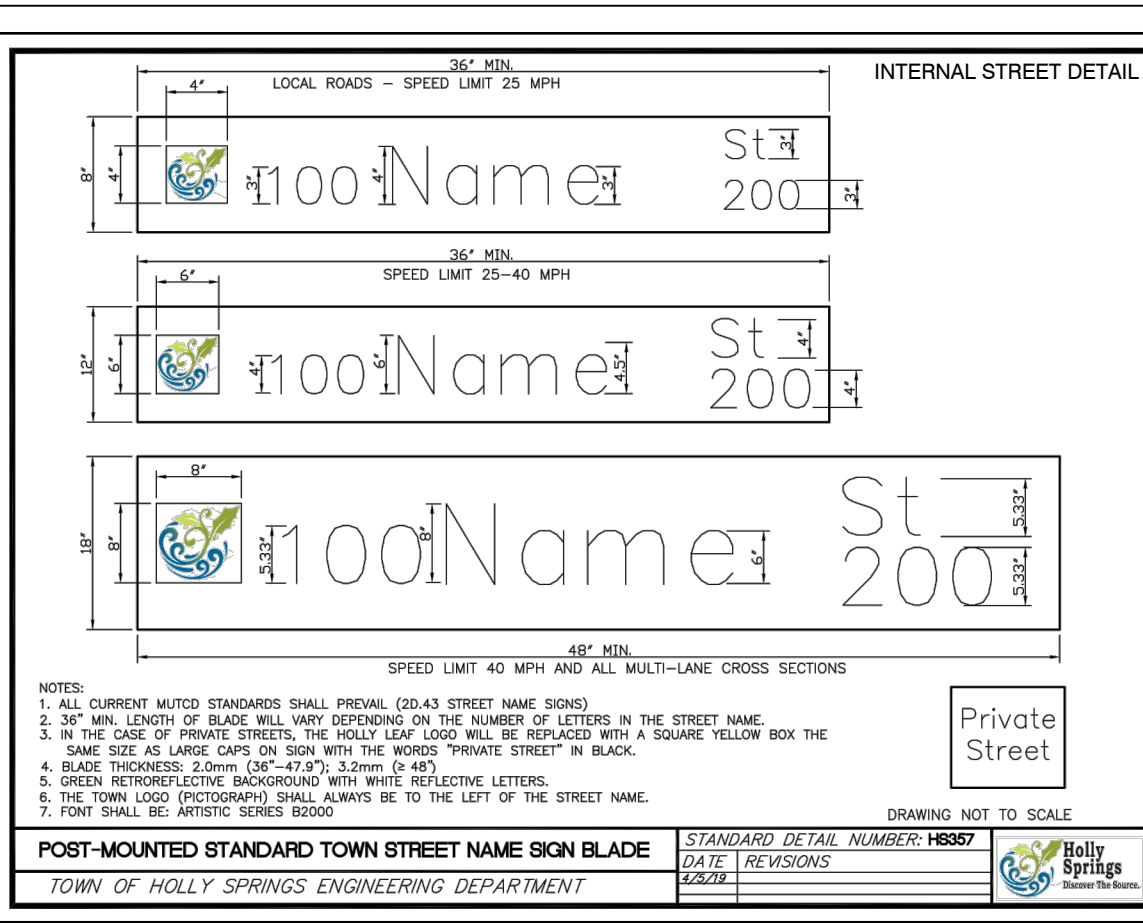
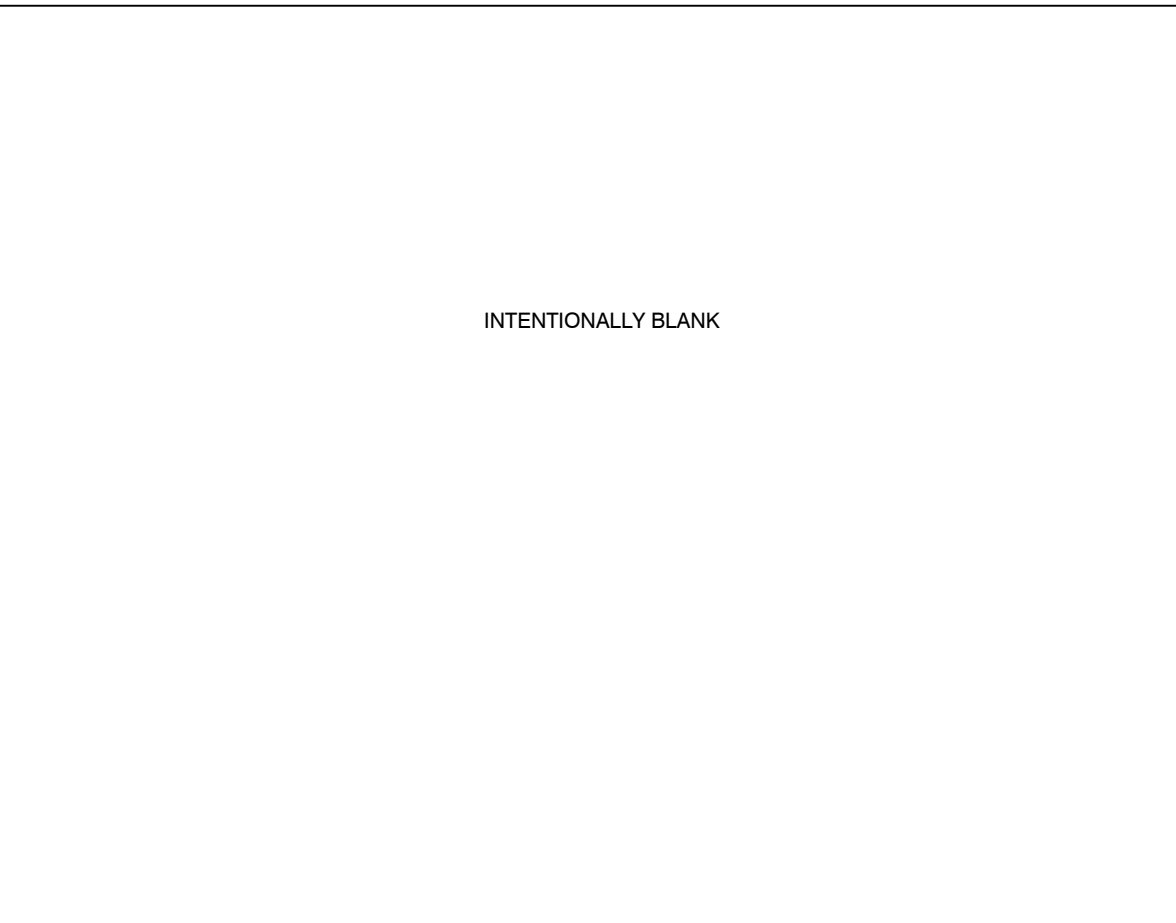
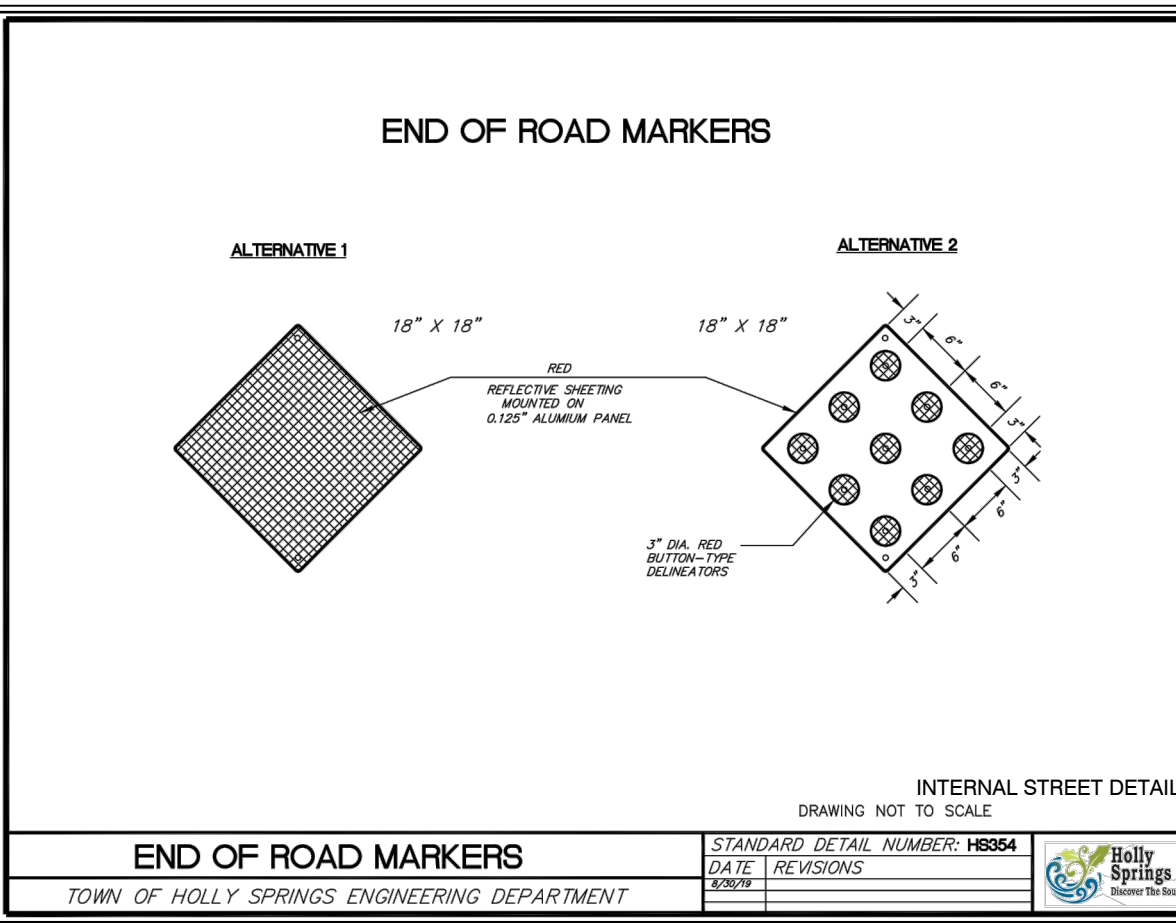
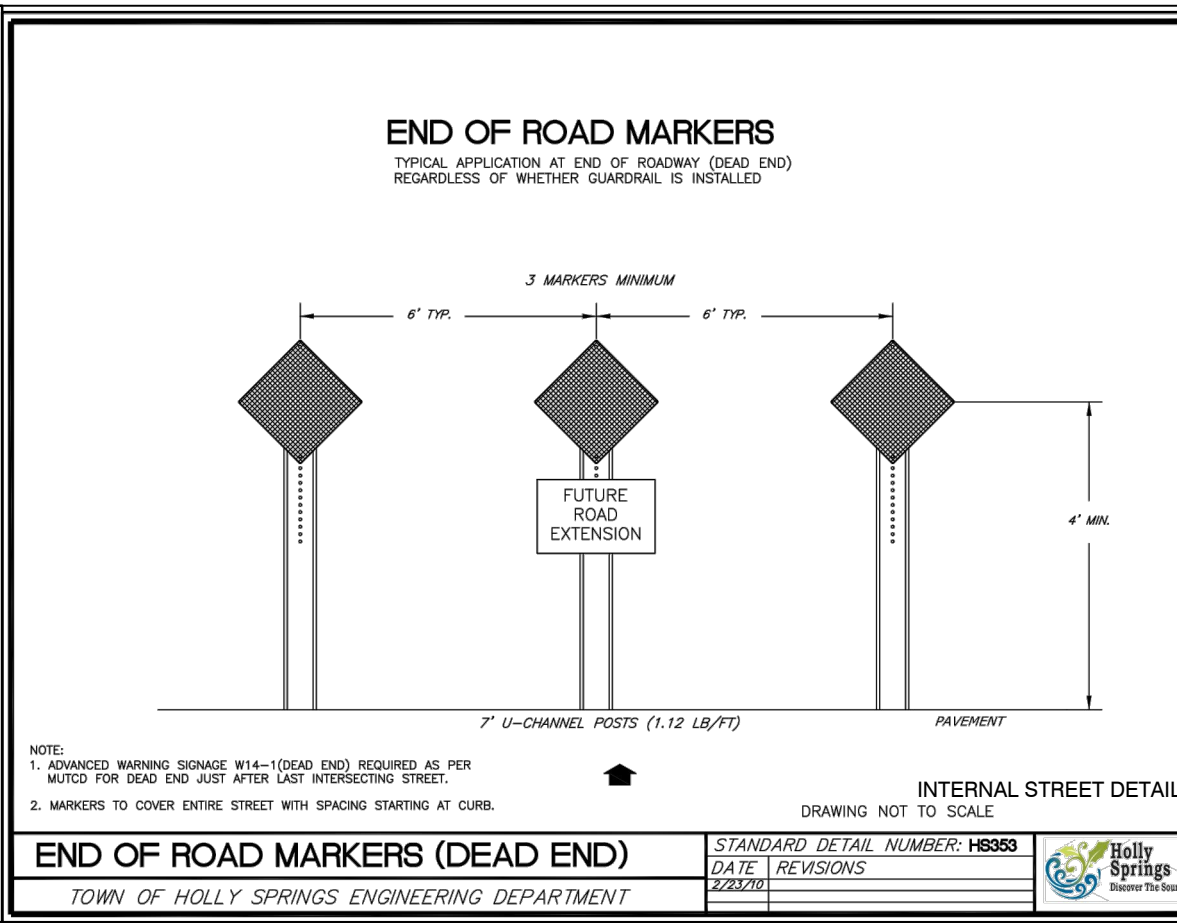
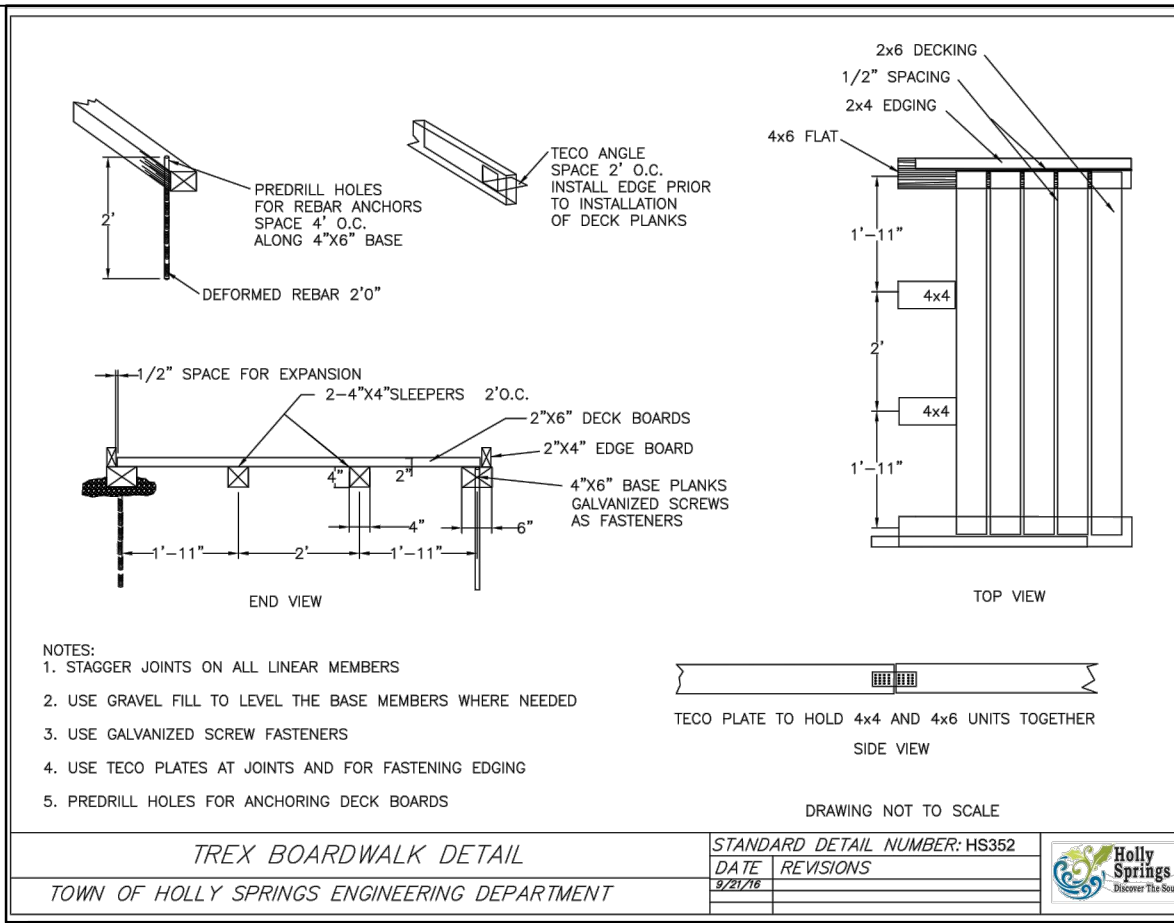
proj #: **200402**

date: **JUNE 3, 2022**

dwg by: **chkd by:**
FS JR

scale: **As Noted**

sheet: **C700**
 (DEVELOPMENT PETITION)



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phone: 919.439.0100
www.peakengineering.com

NC License #P-0673

Project:
NORRIS CROSSING
2205 AVENT FERRY ROAD
HOLLY SPRINGS TOWNSHIP
HOLLY SPRINGS, NORTH CAROLINA 27540

seal:
PRELIMINARY
NOT FOR
CONSTRUCTION

DATE	BY	REVISION
JUNE 28, 2022	CS	1. INITIAL DESIGN - SEE DEVELOPMENT PETITION NUMBER 1
SEPT 02, 2022	FS	2. TOWN OF HOLLY SPRINGS - 2ND DEVELOPMENT PETITION NUMBER 2
OCTOBER 5, 2022	FS	3. TOWN OF HOLLY SPRINGS - 3RD DEVELOPMENT PETITION NUMBER 3
NOVEMBER 23, 2022	FS	4. TOWN OF HOLLY SPRINGS - 4TH DEVELOPMENT PETITION NUMBER 4

title:
SITE/STREET AND MISC. DETAILS

proj #:
200402

date:
JUNE 3, 2022

dwg by: chkd by:
FS JR

scale:
As Noted

sheet:
C701
(DEVELOPMENT PETITION)



Jason Barron | Partner
421 Fayetteville Street | Suite 530
Raleigh NC 27601

919-590-0371
jbarron@morningstarlawgroup.com
www.morningstarlawgroup.com

To: Neighboring Property Owner

From: Jason Barron

Date: February 3, 2023

Re: Notice of neighborhood meeting to discuss master subdivision plan for Norris Crossing on property located along the south side of Avent Ferry Road between the Mills at Avent Ferry and Stonemont subdivisions in the Town of Holly Springs, containing approximately 80.37 acres, as depicted on Attachment A (the "Property")

We are counsel for Lennar Homes which has submitted a master subdivision plan (the "Subdivision Plan") to the Town of Holly Springs for the above-captioned Property, a copy of which Subdivision Plan is included herein as Attachment B. The Property that is subject to the Subdivision is highlighted in yellow on the context map included with this mailing. You are receiving this notice because you own property within 500 feet of the Property and, per the terms of the Town's Unified Development Ordinance, you are entitled to notice of a pending subdivision.

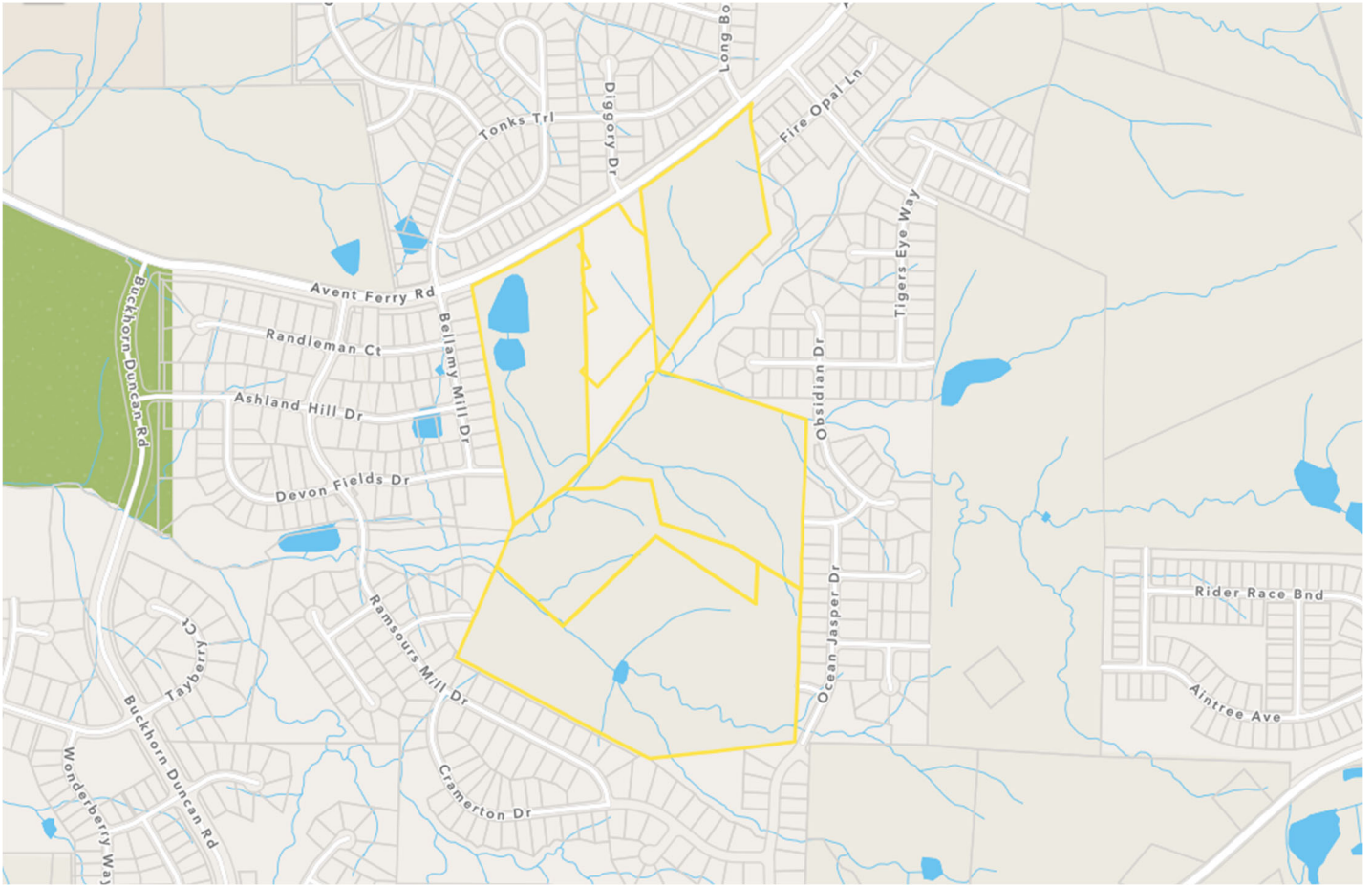
The purpose of the Subdivision Plan is to facilitate a single-family residential community containing up to 173 lots with associated amenities and open space consistent with the zoning for the Property as approved by the Town of Holly Springs in 2022.

We will hold a virtual neighborhood meeting on **Wednesday, February 15, 2023, 5:30 p.m. – 6:30 p.m.** via Zoom. The purpose of the neighborhood meeting is to ensure that nearby property owners are made aware of the proposed project and can inform us of their questions or comments.

Instructions for registering for and joining the meeting are enclosed.

Please do not hesitate to contact me directly should you have any questions or wish to discuss any issues. I can be reached at 919-590-0371 or jbarron@morningstarlawgroup.com. Also, for more information about rezoning, you may want to visit hollyspringsnc.gov or contact the Town of Holly Springs Planning Department at (919) 557-3908.

Context Map



How to Participate in the February 15, 2023 Neighborhood Meeting

- To participate by PC, Mac, iPad, iPhone or Android device,
Go to <https://morningstarlaw.group/02152023mtg> to register for the meeting.

(Registration is necessary as we are required by the Town of Holly Springs to have a record of attendance.)

- Upon registration, you will receive a confirmation email with instructions on how to access the meeting.
- To participate by phone,
- Or join by phone:
Dial (for higher quality, dial a number based on your current location):
**US: +1 305 224 1968 or +1 309 205 3325 or +1 312 626 6799 or +1 646 931 3860 or +1 929 436 2866
or +1 301 715 8592 or +1 253 215 8782 or +1 346 248 7799 or +1 360 209 5623 or +1 386 347 5053 or
+1 507 473 4847 or +1 564 217 2000 or +1 669 444 9171 or +1 669 900 6833 or +1 689 278 1000 or
+1 719 359 4580 or +1 253 205 0468**
- Enter Webinar ID: 840 1640 8475
- Enter password: 106554
- For attendance purposes as required by the Town of Holly Springs, individuals participating via telephone will be unmuted and asked to identify themselves including their name and address.

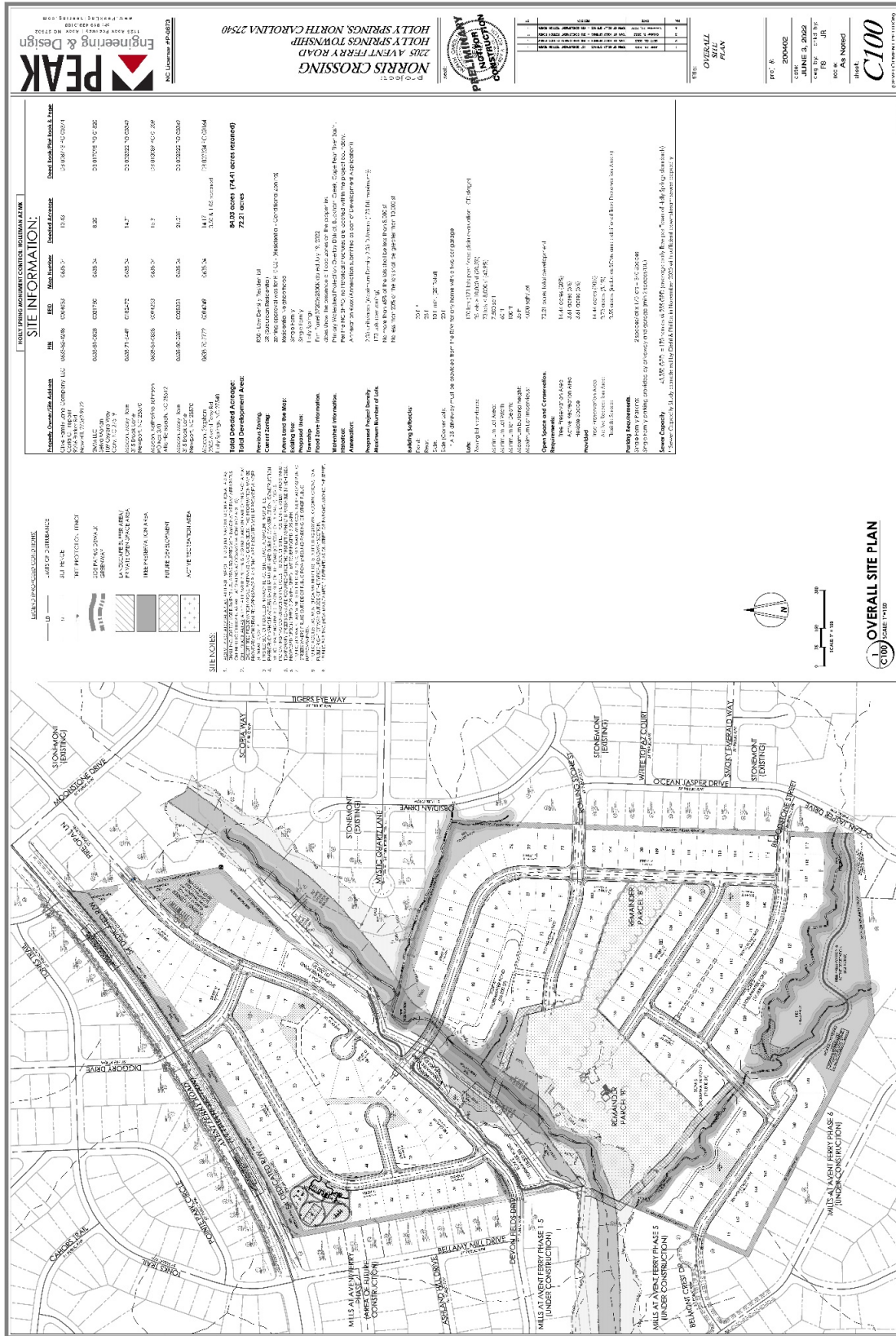
If you have difficulty connecting or have technical difficulties during the meeting, you can email us at meetings@mstarlaw.com or call 919-590-0366.

During the meeting, participants will be muted by default. Also, participants' video will be off by default, i.e. only the presenters will be visible.

- If you are participating via your computer, iPhone or Android device, you can submit questions/comments by using the Raise Hand and/or Chat features. If you use Raise Hand, a panelist will either unmute you to allow you to speak or will chat with you to solicit your questions/comments.
- If you are participating via telephone, you can submit questions/comments prior to and during the meeting via email at meetings@mstarlaw.com. At the end of the Q&A period of the meeting, all callers will be unmuted to allow for questions/comments.

ATTACHMENT A						
PN	Street Address	Nearest Intersection	Acreage	Current Zoning	Proposed Zoning	Owner Name
0638-82-4248	2129 Avent Ferry Road	Avent Ferry Road and Moonstone Drive	10.43	R-10 - Residential - Conditional Use	R-10 - Residential Neighborhood	Lennar Carolinas LLC/Troy J. George
0638-81-0914	2205 Avent Ferry Road	Avent Ferry Road and Bellamy Mill Drive	5.09	R-10 - Residential - Conditional Use	R-10 - Residential Neighborhood	2ADM LLC
0638-71-6536	2221 Avent Ferry Road	Avent Ferry Road and Bellamy Mill Drive	12.98	R-10 - Residential - Conditional Use	R-10 - Residential Neighborhood	Lennar Carolinas LLC/Troy J. George
0638-81-4177	2209 Avent Ferry Road	Avent Ferry Road and Bellamy Mill Drive	15.31	R-10 - Residential - Conditional Use	R-10 - Residential Neighborhood	Lennar Carolinas LLC/Troy J. George
0638-80-2106	2225 Avent Ferry Road	Avent Ferry Road and Bellamy Mill Drive	26.91	R-10 - Residential - Conditional Use	R-10 - Residential Neighborhood	Lennar Carolinas LLC/Troy J. George
0638-70-9760	2305 Avent Ferry Road	Avent Ferry Road and Bellamy Mill Drive	9.65	R-10 - Residential - Conditional Use	R-10 - Residential Neighborhood	Stephen C. Macon
		Total Acreage	80.37			

ATTACHMENT B



Norris Crossing Mailing List

OWNER	ADDR1	ADDR2
BEARMAN, BRETT D SACHS, KARISSA	113 LONG BOTTOM TRL	HOLLY SPRINGS NC 27540-8275
HOLLY POINTE LLC	3056 GRANVILLE DR	RALEIGH NC 27609-6918
HADDOCK, MCKINLEY SHANE HADDOCK, NICOLE	6215 HADDOCK PL	HOLLY SPRINGS NC 27540-7965
DOLAN, JAMES H III DOLAN, LAURA A	100 SCORIA WAY	HOLLY SPRINGS NC 27540-6464
SMITH, MATT SMITH, JESSYE	101 OBSIDIAN DR	HOLLY SPRINGS NC 27540-6463
GRIFFIN, DREW P SAPIR, FRAN G	201 LONG BOTTOM TRL	HOLLY SPRINGS NC 27540-8285
SHADY, RICHARD A SHADY, CYNTHIA B	104 DIGGORY DR	HOLLY SPRINGS NC 27540-6405
SCHMIDT, PAUL W SCHMIDT, JUDY A	109 LONG BOTTOM TRL	HOLLY SPRINGS NC 27540-8275
NEMETH, EVA NEMETH, BELA	108 MYSTIC QUARTZ LN	HOLLY SPRINGS NC 27540-6460
FRANCIS, MICHAEL R FRANCIS, JENNIFER A	209 DIGGORY DR	HOLLY SPRINGS NC 27540-6408
YAO, QUINN B	109 DIGGORY DR	HOLLY SPRINGS NC 27540-6406
FINNERTY, WILLIAM P FINNERTY, CHERYL L	133 POINTE PARK CIR	HOLLY SPRINGS NC 27540-6432
DIXON, JOHN R DIXON, MORLISA R	101 SCORIA WAY	HOLLY SPRINGS NC 27540-6464
GALLAGHER, ALFRED R RODRIGUEZ, KAREN M	101 LONG BOTTOM TRL	HOLLY SPRINGS NC 27540-8275
DORNAN, JOHN DORNAN, DEBRA Z	116 TONKS TRL	HOLLY SPRINGS NC 27540-8280
OLIVER, KAYLEEN OLIVER, NICHOLAS A	213 DIGGORY DR	HOLLY SPRINGS NC 27540-6408
HAYS, CHRISTOPHER MICHAEL HAYS, MICHELLE LEE	121 TONKS TRL	HOLLY SPRINGS NC 27540-8281
SUCIU, JENNIFER LYNN SUCIU, CHRISTIAN T	205 POINTE PARK CIR	HOLLY SPRINGS NC 27540-6433
COEBURN, WAYNE E COEBURN, JANICE J	105 DIGGORY DR	HOLLY SPRINGS NC 27540-6406
SANDERSON, PATRICIA L	217 POINTE PARK CIR	HOLLY SPRINGS NC 27540-6433
PARKER, DAVID N PARKER, TARA	117 TONKS TRL	HOLLY SPRINGS NC 27540-8281
SLESSMAN, JEREMY D SLESSMAN, MEREDITH F	209 POINTE PARK CIR	HOLLY SPRINGS NC 27540-6433
INGERSOLL, VIRGINIA L INGERSOLL, KEITH A	108 DIGGORY DR	HOLLY SPRINGS NC 27540-6405
JIMENEZ, WILLIAM JIMENEZ, SUSAN S	100 GILLYWEED CT	HOLLY SPRINGS NC 27540-8276
HELMSTEAD, KRISTOFER G HELMSTEAD, TIARE A	104 TONKS TRL	HOLLY SPRINGS NC 27540-8280
KOZAK, LISA KOZAK, DANIEL	201 POINTE PARK CIR	HOLLY SPRINGS NC 27540-6433
BONACUM, BRYAN A BONACUM, LEIGH K	101 GILLYWEED CT	HOLLY SPRINGS NC 27540-8277
LINDBECK, ERIC S LINDBECK, MELISSA C	112 TONKS TRL	HOLLY SPRINGS NC 27540-8280
PEACH, MICHAEL BRANDON PEACH, ANGELA CASERTANO	225 POINTE PARK CIR	HOLLY SPRINGS NC 27540-6433
RENDUCHINTALA, RAGHURAM RENDUCHINTALA, NAGA KRISHNAVENI SIRISHA	200 DIGGORY DR	HOLLY SPRINGS NC 27540-6407
SACHDEV, RETESH SACHDEV, VANDNA	364 FIRE OPAL LN	HOLLY SPRINGS NC 27540-6450
RAYMOND, CHRISTOPHER DAVID RAYMOND, ALICIA MARIE	109 SCORIA WAY	HOLLY SPRINGS NC 27540-6464
ZIA, ASIF HAQUE, SHADIA	373 FIRE OPAL LN	HOLLY SPRINGS NC 27540-6450
FERRELL, TONYA B	229 POINTE PARK CIR	HOLLY SPRINGS NC 27540-6433
LENNAR CAROLINAS LLC	TROY J GEORGE	1100 PERIMETER PARK DR STE 112
ZINDA, MICHELLE C STEUSLOFF, GARRETT R	105 SCORIA WAY	HOLLY SPRINGS NC 27540-6464
HOLT, MARY C	6116 CASS HOLT RD	HOLLY SPRINGS NC 27540-9758
MCFADDEN, STEPHEN Q MCFADDEN, ALIANA ELISE	217 ALBERTA PINES CT	HOLLY SPRINGS NC 27540-6517
PAPAGAN, WENDY /TR	105 LONG BOTTOM TRL	HOLLY SPRINGS NC 27540-8275
SMITH, KRISTIN LORE SMITH, JOHN JAMES	360 FIRE OPAL LN	HOLLY SPRINGS NC 27540-6450
JACKSON, LEWIS S JACKSON, DEBRA A	368 FIRE OPAL LN	HOLLY SPRINGS NC 27540-6450
2MM LLC	109 OXYARD WAY	CARY NC 27519-7327
MEHTA, SUNIL MADHAR, PARVEEN	1430 CARPENTER TOWN LN	CARY NC 27519-9355
GALDAMEZ, LUIS A SZADY, MARTA	108 SCORIA WAY	HOLLY SPRINGS NC 27540-6464
UDAYAKUMAR, KARTHICK VELMURUGAN, NITHYAKALYANI	105 OBSIDIAN DR	HOLLY SPRINGS NC 27540-6463
SACCENDE, MARIA KIRSCHBAUM, FREDERICK	101 DIGGORY DR	HOLLY SPRINGS NC 27540-6406
DOUGLAS, TAMMY JO DOUGLAS, STEPHEN	120 MYSTIC QUARTZ LN	HOLLY SPRINGS NC 27540-6460
WILLIAMS, CLARENCE DAVID WILLIAMS, JESSICA ANNE	104 SCORIA WAY	HOLLY SPRINGS NC 27540-6464
SALGUERO, ROBERTO CARLOS SALGUERO, EVA-MARIE	112 MYSTIC QUARTZ LN	HOLLY SPRINGS NC 27540-6460
ORDONEZ, JORGE DAVID ORDONEZ, BRENDA LISSETTE	116 MYSTIC QUARTZ LN	HOLLY SPRINGS NC 27540-6460
KIRK, JUSTIN KIRK, RACHEL	201 DIGGORY DR	HOLLY SPRINGS NC 27540-6408
DOUD, STEPHEN RICHARD DOUD, NATALIE ALICIA	109 OBSIDIAN DR	HOLLY SPRINGS NC 27540-6463
SHARP, DANIEL E SHARP, LYNN E	105 MYSTIC QUARTZ LN	HOLLY SPRINGS NC 27540-6460
BOWIE, SHANE R BOWIE, CHRISTA M	213 POINTE PARK CIR	HOLLY SPRINGS NC 27540-6433
WITT, MICHAEL	104 OBSIDIAN DR	HOLLY SPRINGS NC 27540-6463
MARTIN, JEFFREY S MARTIN, LORI R	104 MYSTIC QUARTZ LN	HOLLY SPRINGS NC 27540-6460
DANT, JEFFREY M DANT, ANGELA K	105 GILLYWEED CT	HOLLY SPRINGS NC 27540-8277
SINGH, AMARJEET SINGH, GITANJALI	113 TONKS TRL	HOLLY SPRINGS NC 27540-8281
STONEMONT OWNERS ASSOCIATION INC	CHARLESTON MANAGEMENT CORPORATION	812 SALEM WOODS DR STE 202
DE HASS, DAVID P	109 MYSTIC QUARTZ LN	HOLLY SPRINGS NC 27540-6460
BAAKLINI, JOE BAAKLINI, ANZHELIKA	413 FIRE OPAL LN	HOLLY SPRINGS NC 27540-6451
FAHRINGER, MICHAEL CHARLES FAHRINGER, EMILY LIZA	409 FIRE OPAL LN	HOLLY SPRINGS NC 27540-6451
KEPLER, ROBERT	108 TONKS TRL	HOLLY SPRINGS NC 27540-8280
WHITE, JENNIFER A WHITE, MURRAY L	369 FIRE OPAL LN	HOLLY SPRINGS NC 27540-6450
HAROL, JOHNATHAN HAROL, JENNY	404 FIRE OPAL LN	HOLLY SPRINGS NC 27540-6451
TAKEDA, TADASHI TAKEDA, KELLY	2160 AVENT FERRY RD	HOLLY SPRINGS NC 27540-8437
PUCEK, SCOTT PUCEK, KAREN	109 TONKS TRL	HOLLY SPRINGS NC 27540-8281
VAUX, WESLEY LYNN	405 FIRE OPAL LN	HOLLY SPRINGS NC 27540-6451
LINGAM, SUDHA RANI LINGAM, SITARAM	408 FIRE OPAL LN	HOLLY SPRINGS NC 27540-6451
HAUT, ANGELA MARIE HAUT, ADAM WARREN	100 MYSTIC QUARTZ LN	HOLLY SPRINGS NC 27540-6460
LISO, JUSTIN PHILIP LISO, CHRISTA RAE	101 MYSTIC QUARTZ LN	HOLLY SPRINGS NC 27540-6460

HOWARD, CHARLES B HOWARD, HOPE MARIE	105 TONKS TRL	HOLLY SPRINGS NC 27540-8281
KREBS, GARETT DEAN TRUSTEE KREBS, PATRICIA D'ARCY TRUSTEE	108 OBSIDIAN DR	HOLLY SPRINGS NC 27540-6463
VITULLI, JOSEPH LOUIS VITULLI, KIMBERLY MARIE	100 TONKS TRL	HOLLY SPRINGS NC 27540-8280
KARNAM, HIMA BINDU KARNAM, PAVAN KUMAR U F	100 OBSIDIAN DR	HOLLY SPRINGS NC 27540-6463
CARTER, RONALD S HARRIS, SHAUNA HEMINGWAY	109 GILLYWEED CT	HOLLY SPRINGS NC 27540-8277
BOGNER, ADRIENNE B BOGNER, JOHN R III	400 FIRE OPAL LN	HOLLY SPRINGS NC 27540-6451
VERMA, GAURAV VERMA, PRIYANKA	204 DIGGORY DR	HOLLY SPRINGS NC 27540-6407
CONLEY, VICTORIA R CONLEY, PATRICK B	100 DIGGORY DR	HOLLY SPRINGS NC 27540-6405
HINK, NICOLE LEANN HINK, NATHANIEL PATRICK	112 DIGGORY DR	HOLLY SPRINGS NC 27540-6405
SCOTT, JAMES H SCOTT, ANTIONEN	221 POINTE PARK CIR	HOLLY SPRINGS NC 27540-6433
BOYLE, BETHANY J BOYLE, BRIAN	205 DIGGORY DR	HOLLY SPRINGS NC 27540-6408
JOHNSON, ANTOINE HOLDSWORTH JR JOHNSON, KAREN TRACY	412 FIRE OPAL LN	HOLLY SPRINGS NC 27540-6451
ALI, HARIS SIDHAPUR, GANGOTHR	101 TONKS TRL	HOLLY SPRINGS NC 27540-8281
JOSHI, MANJIT SHAKYA, SHWETA	209 OCEAN JASPER DR	HOLLY SPRINGS NC 27540-6481
SANTHANAM, JUSTIN RACHAIAH, PRAMILA	105 IRON ROSE CT	HOLLY SPRINGS NC 27540-6477
AGWAN, ABHINAV	109 BELLMONT CREST DR	HOLLY SPRINGS NC 27540-6518
HICKS, DANIEL R. HICKS, STACIA L.	313 BELLAMY MILL DR	HOLLY SPRINGS NC 27540-6470
THE MILLS AT AVENT FERRY HOMEOWNERS ASSOCIATION IN	REALMANAGE	PO BOX 803555
GOODWIN, TODD GOODWIN, WENDY MICHELLE	216 DEVON FIELDS DR	HOLLY SPRINGS NC 27540-6465
CARSON, ELENA CARSON, REGINALD DAVID SR	208 DEVON FIELDS DR	HOLLY SPRINGS NC 27540-6465
HAROL, JOHNATHAN EDWARD HAROL, JENNY RUTH	220 ALBERTA PINES CT	HOLLY SPRINGS NC 27540-6517
MACON, STEPHEN C	2305 AVENT FERRY RD	HOLLY SPRINGS NC 27540-8941
ADETUNJI, GBOLABO OLADAPO ADETUNJI, MOYINOLUWA MARION	100 OCEAN JASPER DR	HOLLY SPRINGS NC 27540-6479
GARNER, DON JR GARNER, SLOAN BARNES	104 OCEAN JASPER DR	HOLLY SPRINGS NC 27540-6479
PALANIANDY, KUMAR KUMAR, JAYANTHIE	200 OCEAN JASPER DR	HOLLY SPRINGS NC 27540-6481
JOSHI, SHEKHAR GHANASHAM JOSHI, ARCHANA SHEKHAR	108 OCEAN JASPER DR	HOLLY SPRINGS NC 27540-6479
HOLDER, RALPH EDWARD JR HOLDER, JOANNA WALKER	101 OCEAN JASPER DR	HOLLY SPRINGS NC 27540-6479
JOHNSON, TARA-ANNE COHEN, JOHN	200 ROLLING STONE ST	HOLLY SPRINGS NC 27540-6478
LEIGH, ADAM CHRISTOPHER LEIGH, LAUREAN ELIZABETH	300 OBSIDIAN DR	HOLLY SPRINGS NC 27540-6486
RENOVATO, BRUNA BRANDAO COUTO RENOVATO, RAFAEL PUJOL	212 OCEAN JASPER DR	HOLLY SPRINGS NC 27540-6481
AUSTIN, MATTHEW ELLIOTT AUSTIN, LAURA A	109 IRON ROSE CT	HOLLY SPRINGS NC 27540-6477
GREEN, KARL VINCENT II GREEN, KEISHAE HOWEY	105 SMOKY EMERALD WAY	HOLLY SPRINGS NC 27540-6483
PANDYA, SAURINKUMAR RAJENDRAKUMAR PANDYA, PRIYAL HEMANT	108 WHITE TOPAZ CT	HOLLY SPRINGS NC 27540-6485
SUBRAMANYA, VARINI PISSEY KRISHNA MOORTHY, SATISH KUMAR		
TEMAKAR	204 OCEAN JASPER DR	HOLLY SPRINGS NC 27540-6481
HAYES, GREGORY VEALS, JACQUETTA RENEE WALLA	208 OCEAN JASPER DR	HOLLY SPRINGS NC 27540-6481
BOWENS, LEONARDO CANNON-BOWENS, TRACY A	109 WHITE TOPAZ CT	HOLLY SPRINGS NC 27540-6485
MARTHALA, SRIHARSHA	105 WHITE TOPAZ CT	HOLLY SPRINGS NC 27540-6485
ELLERBEE, EDWARD LESLIE ELLERBEE, EMMA YOLANDA	201 SMOKY EMERALD WAY	HOLLY SPRINGS NC 27540-6484
VAN HOOSER, MONIKA VAN HOOSER, PERRY FRANKLIN IV	200 SMOKY EMERALD WAY	HOLLY SPRINGS NC 27540-6484
FREEMAN, LATRELL DUJUAN FREEMAN, JESSICA LEE	113 WHITE TOPAZ CT	HOLLY SPRINGS NC 27540-6485
SHAW, JOCELYN WALKER SHAW, KHRISTOPHER	104 WHITE TOPAZ CT	HOLLY SPRINGS NC 27540-6485
NAM, JASON JOUNGWOON PARK, HANNAH KYUNGMIN	105 OCEAN JASPER DR	HOLLY SPRINGS NC 27540-6479
DE MELLO, RENATA ROESLER DE MELLO, MARCELO MOREIRA	300 OCEAN JASPER DR	HOLLY SPRINGS NC 27540-6482
BLAIR, MATTHEW ALLAN LAVENDER, REBEKAH MORGAN	304 OCEAN JASPER DR	HOLLY SPRINGS NC 27540-6482
MULLEN, JOSEPH E JR MULLEN, SARA ELLEN	216 OCEAN JASPER DR	HOLLY SPRINGS NC 27540-6481
DOBOSH, BRIAN ANDREW VARGAS, WHITNEY HEATHER	304 OBSIDIAN DR	HOLLY SPRINGS NC 27540-6486
FILIPOV, PETER STOYANOV MIKOVA, MARIYA VENELINOVA	108 SMOKY EMERALD WAY	HOLLY SPRINGS NC 27540-6483
FERRER, JENNIFER F ORENDAIN, NATHANIEL G	104 SMOKY EMERALD WAY	HOLLY SPRINGS NC 27540-6483
AKPANUDO, SUTOIDEM MOSES AKPANUDO, BARBARA DENISE	112 WHITE TOPAZ CT	HOLLY SPRINGS NC 27540-6485
ALICK, DOUGLAS JOHN HSIEH, CHENG HUI	305 OCEAN JASPER DR	HOLLY SPRINGS NC 27540-6482
POGGIO, MARCO TRUSTEE THE MARCO POGGIO REVOCABLE TRUST	104 IRON ROSE CT	HOLLY SPRINGS NC 27540-6477
MONTOYA, SAMUEL DAVID SPATARO, FRANCESCA VITTORIA	108 IRON ROSE CT	HOLLY SPRINGS NC 27540-6477
LEE, JARROD LEE, RACHEL	301 OCEAN JASPER DR	HOLLY SPRINGS NC 27540-6482
SHETTY, ANUDEEP MADAM KANCHARLA, SAHITYA	105 BELLMONT CREST DR	HOLLY SPRINGS NC 27540-6518
SHETTY, NAVANITH SHETTY, PRIYANKA	116 BELLMONT CREST DR	HOLLY SPRINGS NC 27540-6518
BATRA, DHANVEER SINGH BATRA, ISHPREET KAUR	109 OCEAN JASPER DR	HOLLY SPRINGS NC 27540-6479
TANDON, RISHI TANDON, SWATI	205 OCEAN JASPER DR	HOLLY SPRINGS NC 27540-6481
KING, JEREMY RON KING, JAMIE ALEXIS	201 OCEAN JASPER DR	HOLLY SPRINGS NC 27540-6481
SULLIVAN, ANDREW C. SULLIVAN, LESLIE C.	305 TONKS TRL	HOLLY SPRINGS NC 27540-6440
CHARLTON, JONATHAN B CHARLTON, ALANA	301 TONKS TRL	HOLLY SPRINGS NC 27540-6440
REICHEL, NICHOLAS J REICHEL, MICHELLE M	241 POINTE PARK CIR	HOLLY SPRINGS NC 27540-6433
ROJAS, ANDRES RODRIGO ROJAS, TAMMY M	245 POINTE PARK CIR	HOLLY SPRINGS NC 27540-6433
SULLIVAN, HERBERT JOHN SULLIVAN, LINDY JO	208 POINTE PARK CIR	HOLLY SPRINGS NC 27540-6434
HOLLY POINTE HOMEOWNERS ASSN, INC	PO BOX 97243	RALEIGH NC 27624-7243
GONZALEZ, YONATAN	216 POINTE PARK CIR	HOLLY SPRINGS NC 27540-6434
BOGER, ADAM LEE BOGER, AMBER	237 POINTE PARK CIR	HOLLY SPRINGS NC 27540-6433
PHILLIPS, NATHANIEL W PHILLIPS, RACHEL R	401 TONKS TRL	HOLLY SPRINGS NC 27540-6446
FERGUSON, JEFFREY SCOTT FERGUSON, SARAH T	233 POINTE PARK CIR	HOLLY SPRINGS NC 27540-6433
MARTINEZ, JOSE A MARTINEZ, CASEY L	249 POINTE PARK CIR	HOLLY SPRINGS NC 27540-6433
MYERS, ROBERT H JR MYERS, MARGARET Y	309 TONKS TRL	HOLLY SPRINGS NC 27540-6440
GADD, AMANDA LLOYD, WILLIAM BRIAN	220 POINTE PARK CIR	HOLLY SPRINGS NC 27540-6434

LOIJENS, MARI ELLEN LOIJENS, JOOST	301 BELLAMY MILL DR	HOLLY SPRINGS NC 27540-6470
CARY, HARVEY DAYTON III CARY, BETHANN	209 BELLAMY MILL DR	HOLLY SPRINGS NC 27540-6469
RITTER, MICHAEL ALLEN RITTER, REBECCA BALES	213 BELLAMY MILL DR	HOLLY SPRINGS NC 27540-6469
MARTIN, ADAM THOMAS MARTIN, KAYLA MARGARET	212 POINTE PARK CIR	HOLLY SPRINGS NC 27540-6434
PRINCE, BRANDON PRINCE, LANA	204 POINTE PARK CIR	HOLLY SPRINGS NC 27540-6434
COUTURE, SEAN E COUTURE, MICHELLE D D	117 BELLAMY MILL DR	HOLLY SPRINGS NC 27540-4983
ABDULLAH, LEMUEL ABDUL-HALEEM JR SHEFFIELD-ABDULLAH, KAREN MILES	113 BELLAMY MILL DR	HOLLY SPRINGS NC 27540-4983
OTEN, BRIAN OTEN, KELLY	305 BELLAMY MILL DR	HOLLY SPRINGS NC 27540-6470
DESAI, TEJAS DESAI, DOLLY	208 MYSTIC QUARTZ LN	HOLLY SPRINGS NC 27540-6461
FLEW, KARA	301 OBSIDIAN DR	HOLLY SPRINGS NC 27540-6486
LEWIS, JASON LEWIS, TRACY	309 BELLAMY MILL DR	HOLLY SPRINGS NC 27540-6470
WATSON, RODNEY R	200 MYSTIC QUARTZ LN	HOLLY SPRINGS NC 27540-6461
MACIUKIEWICZ, BRETT MACIUKIEWICZ, LINDSAY K	204 MYSTIC QUARTZ LN	HOLLY SPRINGS NC 27540-6461
ANTHONY, RICHARD ANTHONY, STEPHANIE	117 MYSTIC QUARTZ LN	HOLLY SPRINGS NC 27540-6460
PALACIO, DANIEL PALACIO, KERI	217 MYSTIC QUARTZ LN	HOLLY SPRINGS NC 27540-6461
PEDERSEN, CAMERON PEDERSEN, STEPHANIE	301 MYSTIC QUARTZ LN	HOLLY SPRINGS NC 27540-6462
CHOLPADI, ASHWIN JAYARAMAN, PADMINI	213 MYSTIC QUARTZ LN	HOLLY SPRINGS NC 27540-6461
FEDEWA, MICHAEL JOSEPH JR FEDEWA, SHAHEEN AHMAD	213 OBSIDIAN DR	HOLLY SPRINGS NC 27540-6480
KOCH, CHRISTOPHER KOCH, KIM M	217 OBSIDIAN DR	HOLLY SPRINGS NC 27540-6480
SAWYER, RUSSELL W SAWYER, JENNIFER J	221 OBSIDIAN DR	HOLLY SPRINGS NC 27540-6480
KAUFMANN, JULIAN E III KAUFMANN, FIONA C	205 MYSTIC QUARTZ LN	HOLLY SPRINGS NC 27540-6461
SCHAAR, JUAN ROMAN SCHAAR, JESSIE BLAIR	113 MYSTIC QUARTZ LN	HOLLY SPRINGS NC 27540-6460
CHATTERJEE, SWETA ZABEL, DONALD ERIC	209 MYSTIC QUARTZ LN	HOLLY SPRINGS NC 27540-6461
OSMAN FLEW, ARTHUR RALPH FLEW, CHARLOTTE ANNE	201 MYSTIC QUARTZ LN	HOLLY SPRINGS NC 27540-6461
GANTT, JEROME F II GANTT, PAQUITA M	305 OBSIDIAN DR	HOLLY SPRINGS NC 27540-6486
KING, JESSICA K WATSON, BRAD	212 MYSTIC QUARTZ LN	HOLLY SPRINGS NC 27540-6461
MACIOR, TIMOTHY MATTHEW MACIOR, KATHRYN SHARP	209 OBSIDIAN DR	HOLLY SPRINGS NC 27540-6480
KASOPSKY, MICHAEL B KASOPSKY, JAIMIE D	420 TONKS TRL	HOLLY SPRINGS NC 27540-6446
BENARIO, ALEXANDER P BREW, SHAUNA	405 TONKS TRL	HOLLY SPRINGS NC 27540-6446
CAMBRON, OLIVE G HARDY, TERESA G	513 NEW HILL OLIVE CHAPEL RD	APEX NC 27502-7304
MILLER, BRIAN MILLER, MICHELLE	428 TONKS TRL	HOLLY SPRINGS NC 27540-6446
BARKER, MATTHEW K BARKER, SHANNON BAKER	253 POINTE PARK CIR	HOLLY SPRINGS NC 27540-6433
NEWMAN, CAROL BENEDETTO, CATHERINE	417 TONKS TRL	HOLLY SPRINGS NC 27540-6446
ESTES, CATHERINE A DOWNS, KEVIN	421 TONKS TRL	HOLLY SPRINGS NC 27540-6446
HARRIS, JASON N HARRIS, HOLLY S	409 TONKS TRL	HOLLY SPRINGS NC 27540-6446
BISSELL-HAVRAN, JOANNA HAVRAN, JOHN C	413 TONKS TRL	HOLLY SPRINGS NC 27540-6446
KITT, DONIEL KITT, RAVONNIE	508 TONKS TRL	HOLLY SPRINGS NC 27540-6447
MCNAUGHTON, COLIN MCNAUGHTON, LEIGH A	257 POINTE PARK CIR	HOLLY SPRINGS NC 27540-6433
MURDOCK, JONATHAN MURDOCK, ANGEL	500 TONKS TRL	HOLLY SPRINGS NC 27540-6447
SOUKUP, JONATHAN TIM LUK, HILARY LEE	504 TONKS TRL	HOLLY SPRINGS NC 27540-6447
VEREB, PATRICK ROY JR VEREB, SAMANTHA O	101 ASHLAND HILL DR	HOLLY SPRINGS NC 27540-6468
ROBERSON, JASON S ROBERSON, HEATHER D	109 ASHLAND HILL DR	HOLLY SPRINGS NC 27540-6468
HANDA, NAMIT HANDA, AKANKSHA	221 DEVON FIELDS DR	HOLLY SPRINGS NC 27540-6465
DABAJ, DARDAN BERISHA, AJOLA	217 DEVON FIELDS DR	HOLLY SPRINGS NC 27540-6465
HELMS, CHRIS HELMS, KAITLIN	112 ASHLAND HILL DR	HOLLY SPRINGS NC 27540-6468
MCDANIEL, CARL MCDANIEL, MILISA	105 ASHLAND HILL DR	HOLLY SPRINGS NC 27540-6468
REED, COREY L REED, ADWONNA N	2329 AVENT FERRY RD	HOLLY SPRINGS NC 27540-8941
FELDMAN, KELLY FELDMAN, JOSEPH	104 ASHLAND HILL DR	HOLLY SPRINGS NC 27540-6468
PENUMADULA, SASIKANTH RAPOLE, NANDITHA	113 RANDLEMAN CT	HOLLY SPRINGS NC 27540-4977
STROUP, MATTHEW DAVID STROUP, JENNA QUINTANILLA	100 RANDLEMAN CT	HOLLY SPRINGS NC 27540-4977
WAHEED, SHAIKH WAHEED, ZAID	109 BELLAMY MILL DR	HOLLY SPRINGS NC 27540-4983
HPA II BORROWER 2021-1 LLC	120 S RIVERSIDE PLZ STE 2000	CHICAGO IL 60606-6995
HALL, SHENEDRA HALL, BRANDON	105 BELLAMY MILL DR	HOLLY SPRINGS NC 27540-4983
DROSS, RYAN SCOTT SANDOR, REBECCA JENE	104 RANDLEMAN CT	HOLLY SPRINGS NC 27540-4977
EARL, STEPHEN M. EARL, AMY	512 TONKS TRL	HOLLY SPRINGS NC 27540-6447
FRAZIER, JEFFREY EVAN FRAZIER, KRISTINA ELAINE	112 RANDLEMAN CT	HOLLY SPRINGS NC 27540-4977
LEKWUWA, URENNA NNENNA ESCOBAR, BERNARDO PEREZ	416 TONKS TRL	HOLLY SPRINGS NC 27540-6446
MEHTA, JAY SANJAY BHATNAGAR, NANDITA A	105 RANDLEMAN CT	HOLLY SPRINGS NC 27540-4977
PILLAY, VELKANTHAN KANNAPPA RAJENDRAN, MADHUMITHA	109 RANDLEMAN CT	HOLLY SPRINGS NC 27540-4977
JACKSON, TIFFANY JACKSON, THOMPSON	101 RANDLEMAN CT	HOLLY SPRINGS NC 27540-4977
LOVE, KELLY ANN LOVE, NICHOLAS JORDAN	117 RANDLEMAN CT	HOLLY SPRINGS NC 27540-4977
HALL, JORDAN ANN HALL, KYLE RICHARD	108 RANDLEMAN CT	HOLLY SPRINGS NC 27540-4977
CONNER, FOREST CONNER, JESSICA	225 DEVON FIELDS DR	HOLLY SPRINGS NC 27540-6465
SEITH, NATHAN ROBERT SEITH, KRISTIN	108 ASHLAND HILL DR	HOLLY SPRINGS NC 27540-6468
MAKER, CHAMIA	100 ASHLAND HILL DR	HOLLY SPRINGS NC 27540-6468
JACKSON, CARL P JACKSON, NATALIE A	424 TONKS TRL	HOLLY SPRINGS NC 27540-6446
WALKER, GREGORY WALKER, KRISTI	113 ASHLAND HILL DR	HOLLY SPRINGS NC 27540-6468
ABDUL-AZIZ, IDRIS S ABDUL-AZIZ, CHRISTINA A	213 DEVON FIELDS DR	HOLLY SPRINGS NC 27540-6465
Current Tenant	213 ALBERTA PINES CT	HOLLY SPRINGS NC 27540-6481
Current Tenant	209 ALBERTA PINES CT	HOLLY SPRINGS NC 27540-6481
Current Tenant	205 ALBERTA PINES CT	HOLLY SPRINGS NC 27540-6481
Current Tenant	201 ALBERTA PINES CT	HOLLY SPRINGS NC 27540-6481

Current Tenant	108 RUSTIC FARMS CT	HOLLY SPRINGS NC 27540-6481
Current Tenant	105 RUSTIC FARMS CT	HOLLY SPRINGS NC 27540-6481
Current Tenant	304 CRAMERTON DR	HOLLY SPRINGS NC 27540-6481
Current Tenant	313 CRAMERTON DR	HOLLY SPRINGS NC 27540-6481
Current Tenant	513 OCEAN JASPER DR	HOLLY SPRINGS NC 27540-6481
Current Tenant	509 OCEAN JASPER DR	HOLLY SPRINGS NC 27540-6481
Current Tenant	505 OCEAN JASPER DR	HOLLY SPRINGS NC 27540-6481
Current Tenant	501 OCEAN JASPER DR	HOLLY SPRINGS NC 27540-6481
Current Tenant	500 OCEAN JASPER DR	HOLLY SPRINGS NC 27540-6481
Current Tenant	504 OCEAN JASPER DR	HOLLY SPRINGS NC 27540-6481
Current Tenant	508 OCEAN JASPER DR	HOLLY SPRINGS NC 27540-6481
Current Tenant	512 OCEAN JASPER DR	HOLLY SPRINGS NC 27540-6481
Current Tenant	309 CRAMERTON DR	HOLLY SPRINGS NC 27540-6481
Current Tenant	305 CRAMERTON DR	HOLLY SPRINGS NC 27540-6481
Current Tenant	301 CRAMERTON DR	HOLLY SPRINGS NC 27540-6481
Current Tenant	213 CRAMERTON DR	HOLLY SPRINGS NC 27540-6481
Current Tenant	209 CRAMERTON DR	HOLLY SPRINGS NC 27540-6481
Current Tenant	205 CRAMERTON DR	HOLLY SPRINGS NC 27540-6481
Current Tenant	201 CRAMERTON DR	HOLLY SPRINGS NC 27540-6481
Current Tenant	517 OCEAN JASPER DR	HOLLY SPRINGS NC 27540-6481
Current Tenant	720 RAMSOURS MILL DR	HOLLY SPRINGS NC 27540-6481
Current Tenant	2221 AVENT FERRY RD	HOLLY SPRINGS NC 27540-6481
Current Tenant	2205 AVENT FERRY RD	HOLLY SPRINGS NC 27540-6481
Current Tenant	204 TIGERS EYE WAY	HOLLY SPRINGS NC 27540-6481
Current Tenant	401 FIRE OPAL LN	HOLLY SPRINGS NC 27540-8281
Current Tenant	98 MOONSTONE DR	HOLLY SPRINGS NC 27540-8281
Current Tenant	99 MOONSTONE DR	HOLLY SPRINGS NC 27540-8281
Current Tenant	205 MOONSTONE DR	HOLLY SPRINGS NC 27540-8281
Current Tenant	204 MOONSTONE DR	HOLLY SPRINGS NC 27540-8281
Current Tenant	208 MOONSTONE DR	HOLLY SPRINGS NC 27540-8281
Current Tenant	417 FIRE OPAL LN	HOLLY SPRINGS NC 27540-8281
Current Tenant	102 OBSIDIAN DR	HOLLY SPRINGS NC 27540-8281
Current Tenant	505 TONKS TRL	HOLLY SPRINGS NC 27540-6433
Current Tenant	2129 AVENT FERRY RD	HOLLY SPRINGS NC 27540-6433
Current Tenant	205 OBSIDIAN DR	HOLLY SPRINGS NC 27540-6481
Current Tenant	208 OBSIDIAN DR	HOLLY SPRINGS NC 27540-6481
Current Tenant	2420 AVENT FERRY RD	HOLLY SPRINGS NC 27540-6481
Current Tenant	516 TONKS TRL	HOLLY SPRINGS NC 27540-6481
Current Tenant	115 BLUE PRINCE TRL	HOLLY SPRINGS NC 27540-6481
Current Tenant	113 BLUE PRINCE TRL	HOLLY SPRINGS NC 27540-6481
Current Tenant	2299 AVENT FERRY RD	HOLLY SPRINGS NC 27540-6481
Current Tenant	2325 AVENT FERRY RD	HOLLY SPRINGS NC 27540-6481
Current Tenant	229 DEVON FIELDS DR	HOLLY SPRINGS NC 27540-6481





2221 Avent Ferry Rd,
Holly Springs



2221 Avent Ferry Rd,
Holly Springs



2225 Avent Ferry Rd,
Holly Springs



2225 Avent Ferry Rd,
Holly Springs



2305 Avent Ferry Rd,
Holly Springs



2305 Avent Ferry Rd,
Holly Springs

STATE OF NORTH CAROLINA
COUNTY OF WAKE

DEVELOPMENT AGREEMENT REGARDING INFRASTRUCTURE CONSTRUCTION AND FEE
REIMBURSEMENT

BY AND BETWEEN

LENNAR CAROLINAS, LLC &
THE TOWN OF HOLLY SPRINGS

THIS AGREEMENT ("Agreement"), made and entered into this ____ day of _____, 2023, by and between the **TOWN OF HOLLY SPRINGS**, a North Carolina Municipal corporation, hereafter referred to as the "Town" and Lennar Carolinas, LLC a Delaware limited liability company, its successors and/or assigns, hereafter referred to as the "Developer."

WITNESSETH:

WHEREAS, the Developer or its affiliate is the fee simple owner or contract purchaser of several tracts of land held in common for development, with the following description:

REID	PIN_NUM	DEED_ACRES
94223	638814177	15.31
28331	638802106	26.91
4033	638824248	10.43
182472	638716536	12.98

which are shown in **Exhibit A**, attached hereto and incorporated herein by reference (the "Property"); and,

WHEREAS, the Developer seeks to develop the Property and has requested that the Town approve the Norris Crossing Residential Subdivision and associated Master Plan (the "Master Plan") dated **December 20, 2022**, as may be later amended and approved by the Town; and,

WHEREAS, the Developer desires careful integrations between public and private capital facilities planning, financing, and construction, and further desires sufficient assurances that development standards, ordinances, policies and procedures remains stable throughout the extended period of development; and,

WHEREAS, it is beneficial to the Town and Developer to construct and coordinate certain off-site road improvements to serve the proposed development and future development in the Town; and

WHEREAS, the Town is authorized to enter into this contract pursuant to N.C.G.S. § 160D-1001(b) and 160D-1003, and may contract with the Developer to carry out the public purposes set forth herein

pursuant to N.C.G.S. §160D-1001(a) and the Town Council of Holly Springs has determined that it is in the best interests of its citizens to do so;

WHEREAS, the Town requires certain fees to be paid upon development of land and for the granting of a building permit, said fees being listed in the Town's annual budget and the Developer, in consideration of the foregoing benefits enjoyed by this Agreement hereby agrees that it (i) is familiar with these fees as currently listed on the Town's website pursuant to its annual adopted budget ordinance, (ii) does not dispute the reasonableness of these fees as currently listed; and (iii) notwithstanding any reimbursements discussed below or any fees reduced or waived via an economic development agreement between the Town and the Developer, hereby agrees to timely pay all normal and customary fees to the extent applicable to the Developer in connection with its development of the Property at such time as the applicable fee becomes due to the Town in the ordinary course of development unless otherwise provided for herein; and,

WHEREAS, pursuant to N.C.G.S. § 160D-1005, on February 21, 2023, the Town Council conducted a public hearing on this Agreement, closed the public hearing, approved this Agreement and authorized the Town's execution of the same.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, which are incorporated by reference as if set forth below, the Town and the Developer agree as follows:

ARTICLE I

1. **General:** All terms of this Agreement shall become enforceable upon the later of: (i) the signing of this Agreement by the Developer and ratification of this Agreement by the Town Council; (ii) the annexation of the Property into the Town; and (iii) the approval of the Master Plan by the Town Council. For the portions of the Property not currently within the corporate limits of the Town (the "ETJ Property"), the Holly Springs Town Council shall in its sole legislative discretion make the determination after holding a public hearing on the matter as to whether the ETJ Property shall be annexed into the corporate limits of the Town.

2. **Definitions:**

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

- b. **Construction Drawings**: The civil engineering drawings for the Project as submitted to and approved by the Town and other applicable authorities as required for the issuance of construction permits for the Project.
- c. **Infrastructure Project(s)**: Any project described herein that will become an asset of the Town or NCDOT, regardless of who constructs it.
- d. **Project**: The Developer's plan to develop the Property in the manner described in the Master Plan, and as approved by the Town Council of Holly Springs through its normal development process.
- f. **Project Permits**: The building permits for the construction of the Project pursuant to the approved Construction Drawings.

ARTICLE II DESCRIPTION OF AGREEMENT

1. **TERM**: The duration of this Agreement is for five (5) years from execution of this Agreement. The parties are not precluded from entering into subsequent agreements that may extend the original term. Any obligations of the Developer to reimburse the Town extending beyond expiration of the Term shall be in full force and effect. Failure of the Developer to commence the Project within the Term shall terminate all obligations herein, however failure to complete the Project within the term shall not relieve the Developer or Town of its obligations. After ten (10) years of the execution of this Agreement, any obligation of the Town to reimburse the Developer shall cease.

2. **REZONING**: The Parties hereby agree that the current zoning of the Property surrounding infrastructure Project is inadequate to support the Master Plan and the Project. Certain Infrastructure Projects are necessary in order to maintain the health, safety, and welfare of the Property, its future residents, and the residents of the surrounding area that may be affected by the Project. While the Project is consistent with the Town's long-range planning documents, the current infrastructure does not exist and therefore the Town would not ordinarily grant zoning approval, Project Permits, such approvals as the Master Plan, grading plans, and other governmental approvals until such time as certain Infrastructure Projects are in place to accommodate the residents of the Project. The Developer wishes to accelerate the Town's approval through its covenants herein and provide assurances that such infrastructure will be sufficient to serve the Project and not negatively affect those properties in proximity to the Property.

3. INFRASTRUCTURE PROJECTS:

(a) **FEE-in-LIEU of TRAFFIC SIGNAL**: The Developer, in satisfaction of necessary road infrastructure improvements, shall pay to the Town a fee-in-lieu of the construction, reconstruction, or upgrade (at the Town's election) of a traffic signal at Holly Meadow Drive and Avent Ferry Road, in the amount of **\$490,000**. Such funds shall be paid in a single installment of U.S. funds at the time the Project receives a land disturbance permit.

(b) **SIDEWALK/SIDEPATH**: The Developer shall design and construct the off-site sidewalk/sidepath to the west to complete the pedestrian connection to the Mills at Avent Ferry Subdivision, along Avent Ferry Road, to the entrance of Bellamy Mill Drive. The Town has previously collected a Fee-in-lieu for construction of this infrastructure in the amount of

\$33,748, which shall be paid to the Developer up to the Actual Construction Costs associated with these Infrastructure Projects, within 90 days of acceptance of the Infrastructure Project, and upon adequate proof of such Actual Construction Costs.

(c) GREENWAY at OCEAN JASPER DR. Developer shall design, permit, and construct an offsite town greenway at Ocean Jasper Drive at the Mills at Avent Ferry subdivision and Norris Crossing south of Bloodstone Street and north of Cramerton Drive. The Developer shall receive an offset of Parks and Recreation Fees in Lieu for the Actual Construction costs of this greenway subject to the maximum of Town-approved construction costs, based on plans approved by the Town. For purposes of clarity, that offsite greenway is shown on Exhibit B.

(d) FEE-IN-LIEU OF FULL MEDIAN: The Town's published Comprehensive Transportation Plan and UDO requires the installation of a median along Avent Ferry Road prior to development. Developer shall construct the majority of the median, however shall be allowed to terminate the construction prior to the complete length, pursuant to plan submitted by the Developer and approved by the Town, and in lieu of full and complete proposed construction, Developer shall pay \$66,000 to the Town upon the first construction drawing approval of the Project, which represents a cost estimation of one-half of the median for the length of the median not constructed by the Developer. For purposes of clarity, that portion of the median not constructed by the Developer is shown on Exhibit C.

ARTICLE III DEVELOPER'S DUTIES

Subject to the satisfaction of each of the Conditions Precedent:

1. If the Developer constructs the Project, then Developer shall do so in accordance with the Construction Drawings approved by the Town, requirements of the Town, and according to engineering best practices.
2. The Developer shall construct the Infrastructure Project(s) in a workmanlike manner according to the design specifications and criteria of the Town and NCDOT which are existing at the time of this Agreement. Notwithstanding the results of any current or subsequent TIA Requirements, the Developer shall be able to adjust such work as described in this Article.
3. The Developer shall pay any other required development fees-in-lieu and fees pursuant to the Town Budget Ordinance at such time as they would ordinarily become due.

ARTICLE V OTHER

Subject to the satisfaction of each of the Conditions Precedent:

1. If Developer elects to pursue the development and construction the Project, then the Developer shall be responsible for the complete design and construction of the Project, including all surveying, design, permitting, plat preparation and recordation, testing, engineering, bidding,

construction, inspection, acceptance, easement maps and documents, construction management, construction administration, and all other necessary functions to insure complete-in-place, fully functional Project 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.

2. The Town agrees that it shall act consistent with its rules, regulations, and common practices on any application for permits associated with the development of the Project or the construction of any Infrastructure Project.

3. In the course of installing the Project 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 rights of way and shall hold the Town harmless. The Developer agrees to protect, defend, indemnify and hold the Town of Holly Springs and its officers, employees and agents (collectively, "Indemnified Parties") free and harmless from and against any and all direct and actual losses, penalties, damages, settlements, costs, charges, liens, professional fees, or other expenses or liabilities caused by Developer or its contractors or agents entry onto and performance of work on the easements and rights of way of the Town in connection with the development of the Project and not resulting from the gross negligence or intentional misconduct of any of the Indemnified Parties ("Indemnified Matters"). The Developer further agrees to investigate, handle, provide defense for and respond to, any claims pertaining to Indemnified Matters at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claims are groundless, false, or fraudulent.

4. All projects shall be subject to the Town's policies and procedures regarding Town acceptance on infrastructure.

5. It shall be the responsibility of the Developer to ensure that all regulatory approvals for each project are in place before beginning construction.

6. Payment of the Fee in Lieu payments by the Developer is in full satisfaction of any component of the Project or Infrastructure Project and by making such payment, each party fully and completely releases the other from current and future obligations relating to such component of Project, except any requirement for warranty by the Town. Such release shall include all claims of third parties who are successor or assigns to the Developer.

7. 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.

8. 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: NORRIS CROSSING

FOR THE DEVELOPER:

Lennar Carolinas, LLC
1100 Perimeter Pak Drive, Suite 112
Morrisville, NC 27560
Attn: Stephen Dorn
Reference: NORRIS CROSSING

9. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. The parties consent to the jurisdiction of Wake County.

10. This Agreement is not assignable by the Developer to an unaffiliated third-party without the prior written consent of the Town, which consent may be evidenced by written communication from the Town Manager. However, Developer may assign its rights and obligations under this Agreement to an entity in which Developer or any of its direct or indirect owners has an interest without the necessity of further consent.

11. The section and subsection headings in this Agreement have been included for convenience only, and are not part of the Agreement and shall not be taken as an interpretation of any provision of this Agreement.

12. A ruling by any court that one or more of the provisions contained in this Agreement is invalid, illegal, or unenforceable in any respect shall not affect any other provision of this Agreement so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Thereafter, this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had been amended to the extent necessary to be enforceable within the jurisdiction of the court making the ruling and to preserve the transactions contemplated by this Agreement to the greatest extent possible.

13. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and there are no representations, warranties, covenants or obligations except as set forth in this Agreement. This Agreement supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions relating to the subject matter hereof, written or oral, of the parties.

14. It is anticipated that, upon completion of the Infrastructure Project, following any necessary holding periods, the Infrastructure Project constructed pursuant to this Agreement shall be dedicated to the Town (or such other applicable government entity), and upon dedication, conveyance or assignment of such easements/improvements to the proper governmental entity, the obligations of the Developer with respect thereto shall terminate, and such applicable governmental entity shall have the continuing and ongoing obligation to maintain and repair the same.

15. This Agreement does not guarantee any specific approvals of any proposed development plan, provided, however, that all approvals granted prior to the date of this Agreement shall continue to be valid and in full force and effect.

16. Exhibit List: The following exhibits are hereby incorporated by reference:

EXHIBIT A:	Description of Parcels
EXHIBIT B:	Offsite Greenway
EXHIBIT C:	Portion of Median not Constructed

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

THE TOWN

(Town Seal)

TOWN OF HOLLY SPRINGS

BY: _____

Randy J. Harrington, Town Manager

ATTEST:

[] Linda McKinney, Town Clerk

[] Kathryn White, Deputy Town Clerk

This document is sufficient as to form.

John P. Schifano, Town Attorney

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

Tina Stroupe
Finance Director

NORTH CAROLINA
WAKE COUNTY

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

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

Notary Public

My Commission Expires: _____

Date: _____

_____, Notary Public

[Affix Notary Stamp or Seal]

My Commission Expires: _____

THE DEVELOPER

LENNAR CAROLINAS, LLC, a Delaware limited liability company

By: _____
Name: Robert Smart
Title: Vice President

STATE OF _____
_____ COUNTY

I certify that the following person personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: **Robert Smart, Vice President.**

Date: _____

_____, Notary Public

[Affix Notary Stamp or Seal]

My Commission Expires: _____

EXHIBIT A

- **Address:** Avent Ferry Road west of Moonstone Drive; east of Bellamy Mill Drive; south of Avent Ferry Road.

TRACTS:

REID	PIN_NUM	DEED_ACRES
94223	638814177	15.31
28331	638802106	26.91
4033	638824248	10.43
182472	638716536	12.98

A 22-4 | Norris Crossing | 65.18 ac

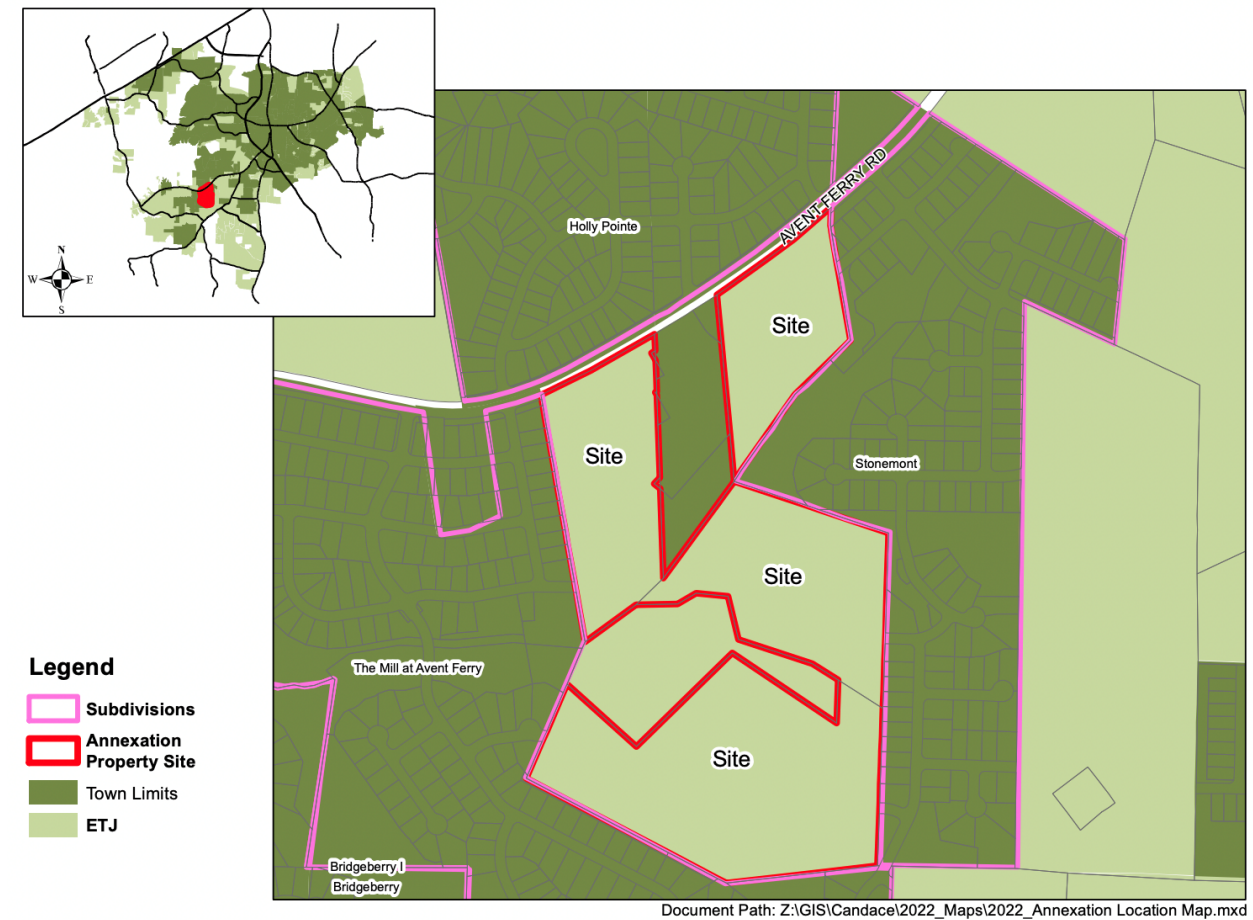
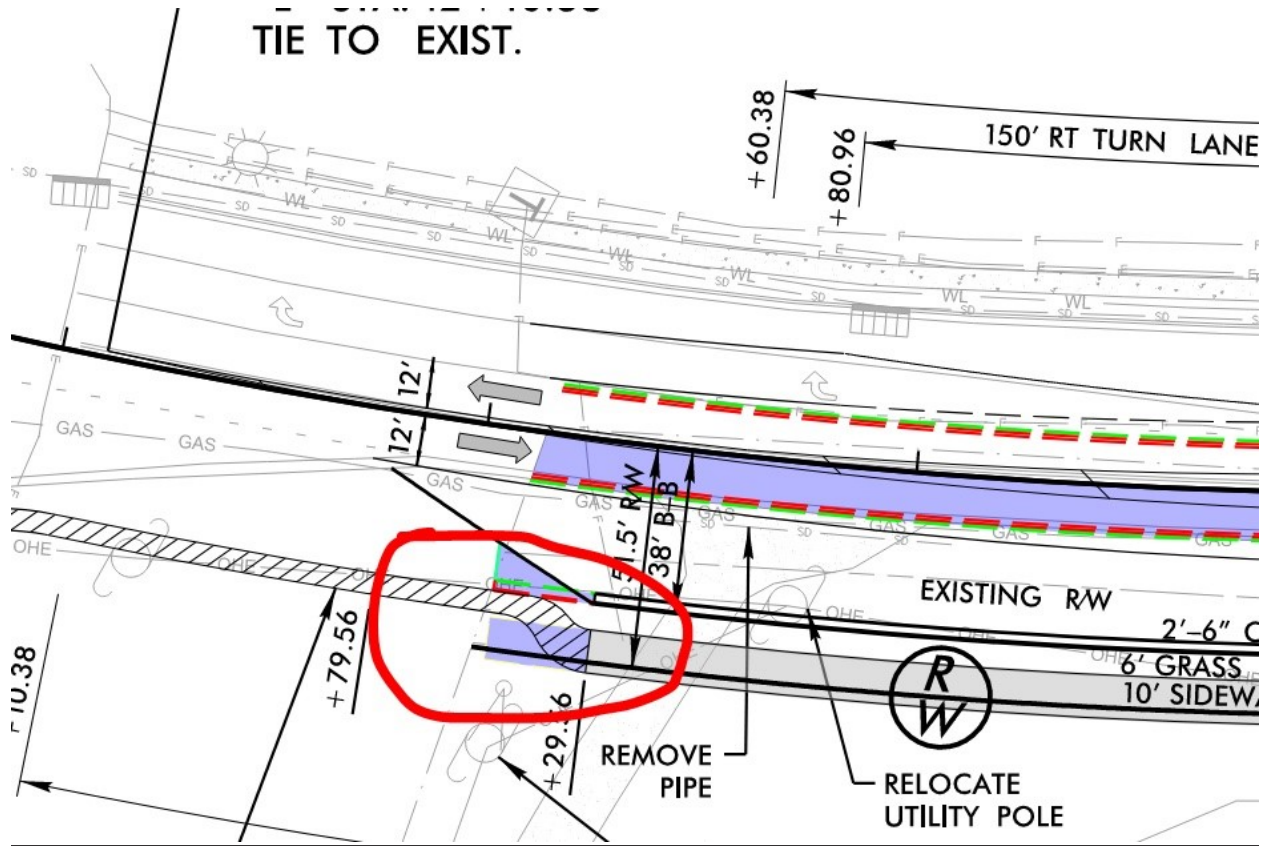


EXHIBIT B – OFFSITE GREENWAY

EXHIBIT C – MEDIAN DETAIL





Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 21.

Public Hearings

Title: Voluntary Annexation for 4200 Beech Creek Court - Legislative Public Hearing

Strategic Priority Area: Responsible & Balanced Growth

Staff Resource: Aaron Prichard, Development Services

Action(s):

1. Conduct Legislative Public Hearing for the Annexation
2. Adopt Annexation Ordinance A22-05

Explanation:

- The Town has received a petition for voluntary annexation of +/- 0.72 acres located at 4200 Beech Creek Court. The property is located on the corner of Beech Creek Court and Optimist Farm Road.
- The owners of the property are Collin Silverthorne and Carly Stoffel.
- Annexation is requested in order to connect to Town water. A civil engineer has provided a signed and sealed letter to confirm that the property cannot be served by existing gravity sewer facilities.
- Staff requested feedback from all departments and there were no issues with this annexation.

Background:

- The property is contiguous with Town Limits.
- Staff has received feedback from all departments and there are no issues with this annexation.
- The property meets all statutory requirements for annexation.

Funding Source(s):

N/A

Attachment(s):

1. Resolution 23-03 Resolution of Sufficiency Annexation A22-05
2. A22-05 map .v1
3. A22-05 4200 Beech Creek Ct Ordinance-draft



Resolution No.: 23-03

Date Adopted: January 17, 2023

Annexation No.: A22-05

**RESOLUTION OF THE HOLLY SPRINGS TOWN COUNCIL DIRECTING THE TOWN CLERK
TO INVESTIGATE A PETITION RECEIVED UNDER G.S. 160A-31 AND FIXING THE DATE
OF A PUBLIC HEARING ON THE QUESTION OF ANNEXATION**

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

WHEREAS, G.S. §160A-31 provides that the sufficiency of the petition shall be investigated by the Town Clerk before further annexation proceedings may take place; and

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

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

Legal Description for Voluntary Annexation

A certain parcel of land, situated in Holly Springs Township, Wake County, State of North Carolina, recorded in Deed Book 18913, Page 1950, in the Wake County Registry, and more particularly described as follows:

Commencing at North Carolina Geodetic Monument "Shore" NAD 83 (2011) published coordinates of Northing 690399.63 and Easting 2058875.60 US feet; thence, N39°57'48"E, 8121.15 feet to an iron pipe, said iron pipe being the southeast corner of lot 1 (BM 2016 PG 741) along the north Right-of-Way of Optimist Farm Road, Holly Springs, North Carolina, said point being an iron pipe, and being the Point and Place of **BEGINNING**. Thence from said point along the north Right-of-Way of Optimist Farm Road, N85°57'04"W, 45.42 feet to an iron pipe; thence from said iron pipe, continuing along the north Right-of-Way of Optimist Farm Road, N89°32'44"W, 51.85 feet to an iron pipe; thence from said iron pipe, continuing along the north Right-of-Way of Optimist Farm Road, S88°23'58"W, 36.13 feet to an iron pipe; thence from said iron pipe, continuing along the north Right-of-Way of Optimist Farm Road, N78°47'54"W, 29.21 feet to an iron pipe at the southeast intersection of Optimist Farm Road and Beech Creek Court; thence from said iron pipe along a curve to the right, N45°20'00"W, a chord distance of 32.51 feet with a radius of 24.96 feet to an iron pipe, a point in the east Right-of-Way of Beech Creek Court; thence from said iron pipe, along the east Right-of-Way of Beech Creek Court, N04°05'00"W, 122.81 feet to an iron pipe, a common corner with lot 2 (BM 2016 PG 741); thence from said iron pipe, along the south lot line of lot 2, a common lot line with lot 1, N81°34'38"E, 274.78 feet to an iron pipe, the southeast corner of lot 2 and a common corner with lot 1 and a point along the west Sunset Oaks Association, Inc. property (BM 2004 PG 2240); thence from said iron pipe, along the west property line

of Sunset Oaks Association, Inc. property, a common property line with lot 1, S59°07'41"W, 108.64 feet to an iron pipe; thence from said iron pipe, continuing along the west Sunset Oaks Association, Inc. property, a common property line with lot 1, S06°17'53E, 139.04 feet to an iron pipe and being the Point and Place of **BEGINNING** containing 31,163 square feet and 0.72 acres.

Said property contain .72 acres more or less.

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

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

Section 2. Subject to the Town Clerk's satisfactory result of her investigation, a public hearing on the question of annexation of the area described herein will be held at the Town Hall Council Chambers, located at 128 S. Main Street, at 7 p.m. (or as soon thereafter as is practicable) on Tuesday, February 21, 2023.

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

Adopted this, the 17th day of January, 2023.

ATTEST:

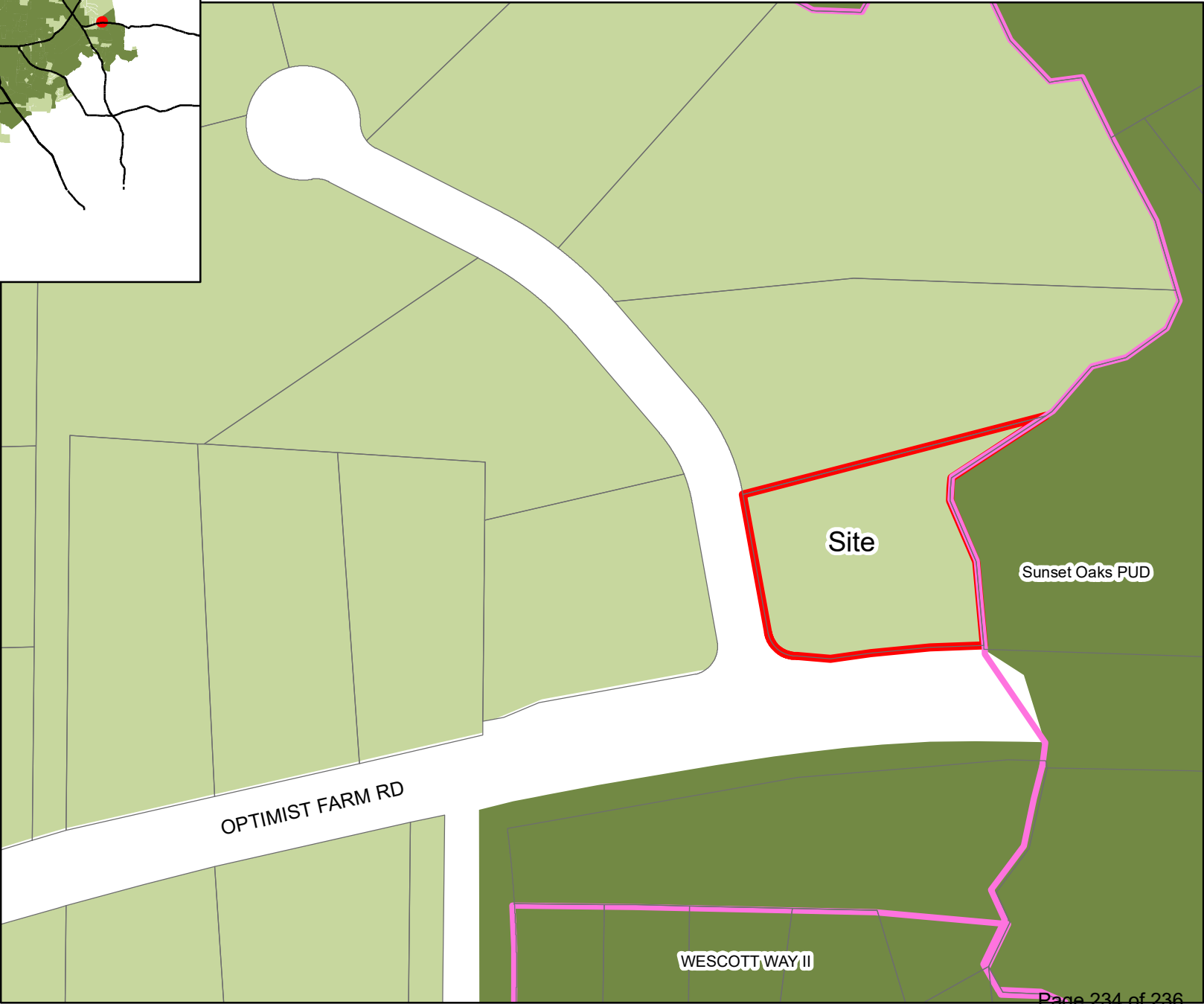
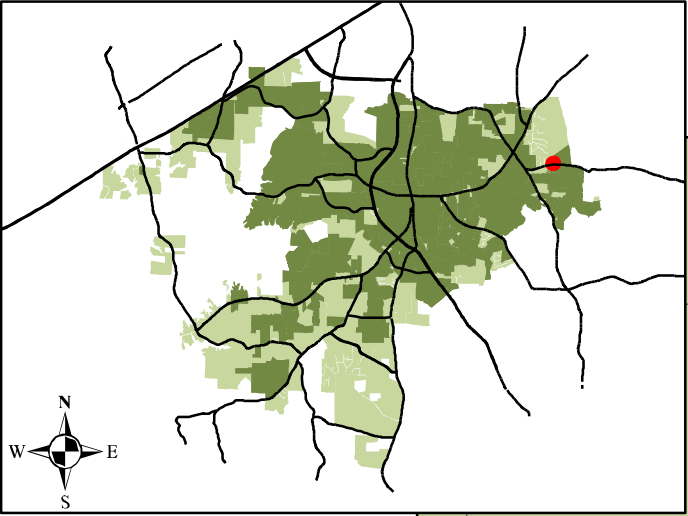


Sean Mayefskie, Mayor



Linda McKinney
Town Clerk





- Legend**
- Subdivisions
 - Annexation Property Site
 - Town Limits
 - ETJ
 - Short Range Urban Service Area



Annexation Ordinance No.: **A22-05**

Please mail after recordation to:

Town of Holly Springs
Town Clerk's Office
P. O. Box 8
Holly Springs, NC 27540

**An Ordinance to Extend the Corporate Limits
of the Town of Holly Springs, North Carolina**

WHEREAS, the Town Council of the Town of Holly Springs has been petitioned pursuant to the provisions of N.C.G.S. 160A-31 to annex the area described herein; and

WHEREAS, the Town Council of the Town of Holly Springs has directed the Town Clerk to investigate the sufficiency of the petition for annexation; and

WHEREAS, following the certification of the sufficiency of the petition by the Town Clerk, the Town Council fixed a date for a public hearing on the question of annexation and caused a notice thereof to be published in a paper of general circulation in the Town of Holly Springs once ten days prior to the date of the hearing; and

WHEREAS, the Town Council found as a fact following public hearing on the matter that the petition for annexation is sufficient and meets all of the requirements set forth in N.C.G.S. 160A-31;

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF HOLLY SPRINGS,
NORTH CAROLINA:**

Section 1. By virtue of the authority granted by N.C.G.S. 160A-31, the following described territory is hereby annexed and made part of the Town of Holly Springs effective as of the 21st day of February 2023.

Legal Description for Voluntary Annexation

A certain parcel of land, situated in Holly Springs Township, Wake County, State of North Carolina, more particularly described as follows:

Commencing at North Carolina Geodetic Monument "Shore" NAD 83 (2011) published coordinates of Northing 690399.63 and Easting 2058875.60 US feet; thence, N39°57'48"E, 8121.15 feet to an iron pipe, said iron pipe being the southeast corner of lot 1 (BM 2016 PG 741) along the north Right-of-Way of Optimist Farm Road, Holly Springs, North Carolina, said point being an iron pipe, and being the Point and Place of BEGINNING. Thence from said point along the north Right-of-Way of Optimist Farm Road, N85°57'04"W, 45.42 feet to an iron pipe; thence from said iron pipe, continuing along the north Right-of-Way of Optimist Farm Road, N89°32'44"W, 51.85 feet to an iron pipe; thence from said iron pipe, continuing along the north Right-of-Way of Optimist Farm Road, S88°23'58"W, 36.13 feet to an iron pipe; thence from said iron pipe, continuing along the north Right-of-Way of Optimist Farm Road,

N78°47'54"W, 29.21 feet to an iron pipe at the southeast intersection of Optimist Farm Road and Beech Creek Court; thence from said iron pipe along a curve to the right, N45°20'00"W, a chord distance of 32.51 feet with a radius of 24.96 feet to an iron pipe, a point in the east Right-of-Way of Beech Creek Court; thence from said iron pipe, along the east Right-of-Way of Beech Creek Court, N04°05'00"W, 122.81 feet to an iron pipe, a common corner with lot 2 (BM 2016 PG 741); thence from said iron pipe, along the south lot line of lot 2, a common lot line with lot 1, N81°34'38"E, 274.78 feet to an iron pipe, the southeast corner of lot 2 and a common corner with lot 1 and a point along the west Sunset Oaks Association, Inc. property (BM 2004 PG 2240); thence from said iron pipe, along the west property line of Sunset Oaks Association, Inc. property, a common property line with lot 1, S59°07'41"W, 108.64 feet to an iron pipe; thence from said iron pipe, continuing along the west Sunset Oaks Association, Inc. property, a common property line with lot 1, S06°17'53"E, 139.04 feet to an iron pipe and being the Point and Place of BEGINNING containing 31,163 square feet and 0.72 acres.

For further description see map entitled "Annexation Map for Town of Holly Springs, Annexation File Number: A22-05, prepared by Residential Land Services, PLLC., 1917 Evans Road, Cary, North Carolina 27513, Dean M. Rhoads, PLS (L-4679), said map dated June 8, 2022 and recorded in the office of the Register of Deeds of Wake County in BM _____ PG _____.

Together with and subject to covenants, easements, and restrictions of record.

Said properties contain 0.72 acres more or less.

Adopted this, the 21st day of February 2023.

ATTEST TO:

Linda C. McKinney, Town Clerk

Sean Mayefskie, Mayor

I, Linda C. McKinney, Town Clerk of the Town of Holly Springs, do hereby certify that the foregoing is a true and accurate copy of an annexation ordinance duly adopted by the Town Council of the Town of Holly Springs, North Carolina, at a meeting held February 21, 2023, at 7 o'clock p.m. at the Town Hall in the Town of Holly Springs.

IN WITNESS WHEREOF, I have here unto set my hand and have caused the official corporate seal of said Town to be affixed, this the 21st day of February, 2023.

Linda C. McKinney, Town Clerk