



Agenda

1. Call to Order
2. Pledge of Allegiance
3. Invocation
4. Adjustment and approval of July 18, 2023 meeting agenda

RECOGNITIONS

5. Recognition of Holly Springs and Wake County Emergency Responders

CONSENT AGENDA

6. Approve the minutes of the June 13, 2023 workshop meeting and the June 20, 2023 business meeting.
7. Monthly Budget Amendment Report
8. Utle Creek Greenway Phase I Connection (TOHS Proj. 14-021) - Supplemental NCDOT Agreement
9. Utle Creek Greenway Phase 2 Design Contract Amendment #1
10. Engineering Design & Construction Standards Supplement #8
11. Amendment to Annexation Ordinance A22-01
12. Rescind Holly Springs Road West Design Contract

PUBLIC HEARINGS

13. Duke Operations & Training Center Development Plan 22-DP-09 - Quasi-Judicial Public Hearing
14. Cass Holt Crossing Rezoning 22-REZ-15 - Legislative Public Hearing

NEW BUSINESS

15. Declaration Establishing School No Parking Zones
16. 2023 Limited Obligation Bonds Initial Resolution
17. Interlocal Agreement (ILA) Water Treatment Plant Expansion and Construction Management Agreement

PUBLIC COMMENT PERIOD

PUBLIC COMMENT PERIOD **Notes on the 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.

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: Recognition of Holly Springs and Wake County Emergency Responders

Strategic Priority Area: Safe & Friendly

Staff Resource: LeRoy Smith, Fire Chief

Action(s):

No action requested

Explanation:

- On April 26, 2023, Mr. David Rushing suffered a cardiac arrest and his heart stopped beating.
- His wife called 911 and family members performed CPR until rescue personnel from Holly Springs Fire and Police Department and Wake County EMS arrived.
- The responding personnel performed life-saving interventions and were able to obtain a pulse on Mr. Rushing, who was then transported to the hospital by Wake County EMS.
- Mr. Rushing has recovered and would like to meet with the crew to extend his thanks, and wishes to publicly thank the people who saved his life.

Background:

The unit that responded to the 911 call consisted of:

- Holly Springs Engine 1
- Battalion Chief 1
- Holly Springs Car 20

Funding Source(s):

N/A

Attachment(s):

None



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 6.

Consent Agenda

Title: Approve the minutes of the June 13, 2023 workshop meeting and the June 20, 2023 business meeting.

Strategic Priority Area: Organizational Excellence

Staff Resource: Linda McKinney, Town Clerk

Action(s):

Approve the minutes of the June 13, 2023 workshop meeting and the June 20, 2023 business meeting.

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. 6.13.23 Workshop minutes - DRAFT
2. 6.20.23 minutes - DRAFT



MINUTES

The Holly Springs Town Council met in a workshop session on Tuesday, June 13, 2023 in the Law Enforcement Center and via livestreaming. Mayor Mayefskie presided, calling the meeting to order at 6:00 p.m. A quorum was established as the Mayor and three Councilmembers were present as the meeting opened.

Council Members Present in the room: Mayor Sean Mayefskie, Council members Aaron Wolff, Shaun McGrath, Tim Forrest,

Council member Danielle Hewetson was late, due to a car accident. She arrived at 6:02 pm.

Council Members Present via electronic means: none

Council Members Absent: MPT Dan Berry

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; John Schifano, Town Attorney; Mathew Mutter, IT; Corey Petersohn, Director, Budget and Strategic Planning; Tina Stroupe, Director, Finance; LeRoy Smith, Fire Chief; Cassie Hack, Director, Communications and Marketing; Chris Hills, Director of Development Services; Elizabeth Goodson, Development Services; Kimberly Keyes, Utilities and Infrastructure.

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

2. Village District Area Plan

Chris Hills, Director of Development Services, said that the ideas Council put forward at the retreat had been shared with the public and feedback had been received. He asked Council to consider three things during the presentation: identify and provide feedback on the resident-preferred options; discuss ideas for quick wins to begin implementing the plan; discuss concepts to imbed in the plan for long-term success and implementation. He introduced Chris Geddes and Morgan Wiley, from DesignWorkshop, consultants on the Village District Area Plan. Mr. Geddes gave an overview of what they wanted to share. He gave an overview of the schedule and said that they are in the Master Planning phase now, with Documentation to be completed later in the summer and adoption by Council in the fall. He outlined the six themes of engagement that sprang from the outreach. He shared a Draft Vision Statement, which can be tweaked: *The Downtown Village District will be widely recognized as a vibrant, family-friendly destination, celebrating its rich history and diverse culture, weaving the natural beauty of the area throughout and supporting the entrepreneurial spirit of the Holly Springs community.*

Mr. Geddes said that at the open house, three Big Ideas were shared and discussed: The Crossroads; Park Avenues; and Gateways. He said that over 150 people attended the Open House and the survey received over 1,400 responses and 595 comments. The five top preferred ideas were a Permanent Farmers Market (65%); Connected Greenways (60%); a Town Square (49%); a Festival Street (48%) and Boutique Experience (47%). Mr. Geddes said a permanent farmers' market could be located at the northwest corner of Avent Ferry and Ballentine. He said the Town Square could be located east of Main at Ballentine between Main

and Raleigh, with additional acquisition. The Festival Street Concept could be located along Avent Ferry and Ballentine. He then talked about connected greenways, with on and off-street trail connections to neighborhoods surrounding downtown and the boutique experience on Main Street frontage from Earp to Oak, plus Center and Rogers Streets.

Mr. Geddes asked Council for feedback on the preferred ideas expressed by residents, what some quick wins that set the table for implementation could be and what they wanted to make sure was embedded in the plan to ensure implementation.

Mr. Hills asked Council for feedback on what they have seen so far, regarding the Big Ideas. Mayor Mayefskie said he was pleasantly surprised that the Permanent Farmers Market was the top desire. Council member McGrath asked if part of the plan was to condense the Village District. Mr. Hills said that there were likely to be smaller sub-districts, but we want to keep it to something that we can invest in and so there will be a focus on this core area, with the districts to come later.

Council member Forrest said he was not surprised about the Farmers Market because of its strong attendance and because it supports all of Holly Springs and the area, and it is multicultural. Secondly, the Greenways are a given. We need more connectivity and we need to eventually pave the Mims paths. He said he had heard a lot of support for the boutique experience because we are mostly restaurants and small shops. He liked the idea of a Town Square, but thought the proposed site was "off to the side." He would like it more centered.

Council member Hewettson said she was also surprised at how much higher the Farmers Market was, but loves the idea of it being a multi-purpose structure. Everyone likes greenways. She agrees that the proposed location of the Town Square is not ideal but likes the concept. She expressed support for the Boutique Experience and Festival Street ideas also.

Council member Wolff said he loved the Farmers Market and that it is multi-purpose, because we would need to use it 7 days a week. That is a good location, but what he thinks of for a Farmers Market is something surrounded by small businesses. So he suggested moving it to the location where the new development is proposed. How Mims, with natural paths, fits into downtown is a little strange. And we need to make improvements to make it good for something other than strolling. He loves the Town Square idea and he can't think where else it could be put. Maybe the area between The Block and the Pack House, but even that is more of a gateway than a center feature.

Mr. Hills said that that location was the end of one of the Festival Streets, so that was the consideration for putting it there, But staff can look at some other locations and see where else that could work, as well as the Farmers Market location. He said that Mims Park is more of a passive use park and has a huge impact on stormwater. One of the ideas he considers is the Boston Botanical Garden, which is an approach that could be considered for that area.

Mayor Mayefskie asked what was behind the Pack House and Council member Wolff said that the Pack House lot goes all the way between Main and Avent Ferry. But the lot to the south was available. Mr. Geddes said that there was going to be a beer garden on that side of The Block so that was a possibility, but that site has terrain issues that would require a lot of design and site work.

Council member McGrath said he struggled with a confined space and trying to pack more into that space. We are trying to draw people to downtown, but there is a lack of parking and that location takes away parking. To him multiple ingress, egress points, and pushing that into Mims Park may be the way we have to go in order to move things to the west. Maybe move the Town Square into that parking lot by the Community Center. Otherwise, he would propose the permanent farmers market go to the park on Cass Holt Road. Mr. Hills said the parking comment is one that they are working very hard on and that will be part of the concept that comes back to Council. The feedback on the Farmers Market is valuable and staff will play with some concepts and see what makes the most sense. Council member McGrath said we might need to consider shuttling people, like the Chamber did for Springs Fest.

Mr. Geddes said some key project considerations are Mims Park Improvements and what the community wants from that park; streetscape design to rethink Main and Avent Ferry with consistent materials and amenities, and addressing hardscape and landscaping alternatives, and whether they should look the same as each other or be distinctive. He said neighborhood sidewalks, primarily south of the core were important, as bringing more people to Town will create more traffic and pedestrians need to be protected.

Council member Forrest said that there will be sacrifices as we develop downtown, so what do we want people to do at Mims Park. As far as streetscape design, we need to rethink our avenues into downtown. What's the welcoming part? He said he was not worried about trees because the Tree Advisory Committee is good and will take care of that.

Mr. Geddes talked about some different considerations for changing the streetscape downtown. He said that considering partnerships, branding, gateways and signage, and asked Council whether they now thought of it as "Downtown" or "Village District." He asked them to consider the use of markers, art, and monumentation. He asked what the Town's role, if any, was with the Pack House. He suggested enhanced mobility options could include expanded transit services, a downtown shuttle, and/or a "Get Moving" partnership with UNC Health. Mr. Hills said that anecdotally there was a little more energy for "Downtown" than "Village District" but he wanted to run it past Council. Council member McGrath said he felt it should be "downtown" because the direction has changed. Council member Wolff asked if there was any consideration to incorporating e-scooters and e-bikes into the concept. Mr. Hills said that the area on Ballentine is wide enough that it could include a bike lane, and that could be a "quick win" because it would only require restriping. Council member McGrath said a bike rack downtown and a bike rack at Ting, so that people could go back and forth, near the bus stops, would be a good idea. Council member Forrest said that Parks and Rec is doing an analysis on the e-bikes and Council should get an update on that in the fall.

Mr. Geddes discussed policies for street scape designs and made some suggestions for amendments to the DMX Code around public spaces, and creating points of interest. He spoke about allowable building heights, minimum activated ground floor use, and Urban Civic Spaces, and suggested that Council consider a Downtown parking district. He showed mockups of the view down Main Street at Rogers with the existing buildings and with infill of 3, 4, or 5 stories, or with or without upper-level setback. Mr. Hills asked for feedback on building heights. Council member Wolff said the setback really takes away that feeling of being imposing or closed in. But he said we want to stay below the height of the hospital. Five stories with the setback on the upper story could work. Mr. Hills said we need partners to build a lot of this infrastructure and if we limit the square footage too much we aren't going to get those partnerships. But if we go with these setbacks, and require the public realm area, is that what Council is feeling? Council member Hewetson said the design element is going to be more important than the height. Mayor Mayefskie asked how many feet for 6 stories. Mr. Hills said 75 is a standard for 5 or 6 floors, depending on ceiling height. Mayor Mayefskie said that unless something else was built downtown a building like the 5 story one shown would look like a monster. Randy Harrington, Town Manager, said it would take creativity but there are design things that can make it look less imposing.

Council member Forrest said we do need to allow more height. It will allow for middle housing, which we need. He would like 5, maybe 6 stories.

Mr. Geddes said that next steps would be to test recommendations with Advisory and Stakeholder Committees in mid-July and hold a Community Workshop in mid-August to share the recommendations. Early September the Advisory and Stakeholder groups would confirm the recommendations which would come back to Council at a September or October meeting.

3. New Operations Campus, Fire Station 3, and Temporary Fire Station Updates

Kimberly Keyes, Utilities and Infrastructure, said the purpose of this presentation was to give an update on the Fire Station 3 and Operations Campus projects. She said that the crew

moved in to the temporary Fire Station 3 at 11911 Holly Springs New Hill Road last week. There is a four-bedroom, two-bath modular unit with ADA ramp and ADA parking and an Apparatus Bay with exhaust system and heaters. Fire Chief LeRoy Smith said the crews were up and running and thanked Council for approving the move.

Ms. Keyes gave the schedule for the permanent Fire Station 3 from pre-bid in July of 2023 to move-in in November of 2024, if all goes to plan. She showed where the station would be and how it would be located on the 4.2 acres site off of Cinder Station Road across from Duke Energy's future Operations Campus. Construction access will be via Woods Creek Road through the Wake County Public School System property. There will be a constructed wetland for stormwater control and 22 parking spaces with 1 EV-ready space. She showed the elevations and described the construction materials. She showed the floor plan and said it would have a police touchdown area, bunkrooms, a dedicated workroom, locker rooms, exercise room, and day room as well as an outdoor patio. She shared details of the budget and said that the project was currently under budget.

Council member McGrath asked if the Town was paying for the entire run of fiber. Daniel Weeks, Assistant Town Manager, said it was just past 12 Oaks/Trinity Creek Area, but IT was in talks with Ting to see if there could be partners. Mr. Harrington said another possibility would be renting dark fiber back to them in the future.

Council member Forrest asked if there was a second floor. Ms. Keyes said no, but there was a mezzanine storage area.

Ms. Keyes showed where the Operations Campus would be located and what projects and existing buildings were around it. She shared what parts of construction were contained in Phase 1A and Phase 1B and shared that the Southern Access Road was being designed and constructed by NCDOT. She shared drawings of the elevations of the Administration Building and the Operations Building and discussed the coordination with other partners on infrastructure. She shared information about the budget and the value engineering that is being done to keep it in budget. She outlined additional funding opportunities that could help offset costs such as a Stormwater Rain Garden grant; Electric Vehicle Infrastructure; Greenway grants; and the Duke Energy Smart Saver Program. She outlined the anticipated project schedule for Phases 1A and 1B.

4. Holly Springs 101

Cassie Hack, Director of Communications and Marketing, said that Holly Springs 101 is what we have named the Citizens Academy. She said that having the program would increase the public's understanding of both what the Town does, and what it cannot do, and will create ambassadors for the town and raise up leaders for the future. She said the program would be split into six to seven sessions meeting about twice a month. Session topics could include Structure and History with the Council, Administration, Town Attorney and Clerk; Shaping Holly Springs with Development Services and Economic Development; Keeping the Town Running Above and Below the Ground with Utilities & Infrastructure and Public Works; Money Matters with Finance and Budget; Public Safety with Police and Fire; and Parks and Recreation. The academy would end with a graduation at a Council meeting.

Ms. Hack said that they sought input and advice from the School of Government and from peer municipalities and have learned that the program works best with a group size of 20-25 participants, aged 18 and up, with an emphasis on demographic and geographic diversity. Hand-on activities work better than lectures, and weeknight sessions work best. She said that applications would be opened early in 2024 with session in the spring of 2024 and graduation at a Town Council meeting.

Council member Hewetson asked what the selection process would be if more people applied than there were spots for. Ms. Hack said she would like involvement from lots of staff members, but keeping geographic diversity would be important. Council member Forrest asked how many cohorts per year would be run. Ms. Hack said once per year, unless people asked for more. Council member Forrest said he would like to discuss at a later meeting after this first cohort has happened whether this should be a prerequisite for serving on a board.

5. Legal and Clerk Quarterly Updates

Linda McKinney, Town Clerk, gave an update on her activities since the last update. She spoke about the project to get an updated inventory of Town records in a format that could be easily accessed in case of emergency, and the progress on safe storage of records in the safes in the basement.

John Schifano, Town Attorney, said there are 12 pending condemnation lawsuits, 7 developer agreements in the works, and 1 general litigation matter; two ordinance amendments, including the parking situation from the high school. He said that would come to them at the July meeting.

He requested Council go into closed session to discuss pending litigation matters in *Town of Holly Springs v. G. Adams*; *Town of Holly Springs v. M. Adams*, and *Town of Holly Springs v. Sunset Ridge Association*.

Closed Session: The Council entered into closed session, pursuant to N.C.G.S. 143-318.11(a)(3) to consult with the attorney.

Motion by: Wolff

Second by: Forrest

Vote: Unanimous

Motion to leave closed session was made by Council member McGrath, seconded by Council member Wolff and passed with a unanimous vote.

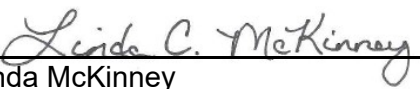
Back in open session, Scott Chase, Assistant Town Manager, gave an update on the proposal for the triangular property downtown.

Mayor Mayefskie said that Wake County wants to meet with Council members to discuss affordable housing and he has suggested July 15th at 2 pm.

6. Adjournment:

Motion to adjourn was made by Council member Wolff seconded by Council member Forrest and passed with a unanimous vote. The June 13, 2023 workshop meeting of the Holly Springs Town Council was adjourned at 8:15 pm.

Respectfully Submitted on Tuesday, July 18, 2023.


Linda McKinney
Town Clerk



MINUTES

The Holly Springs Town Council met in regular session on Tuesday, June 20, 2023. Mayor Mayefskie presided, calling the meeting to order at 7 p.m. A quorum was established as the Mayor and five Council members were present in the Chamber as the meeting opened.

Council Members Present: Mayor Mayefskie, Mayor Pro Tem Berry, Council members Aaron Wolff, Shaun McGrath, Timothy Forrest, and Danielle Hewetson.

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*; Cassie Hack, *Director of Communications and Marketing*; LeeAnn Plummer, *Director, Parks and Recreation*; Adam Huffman, Matt Beard, and Kristen Denten, *Parks and Recreation*; Kendra Parrish, *Executive Director of Utilities and Infrastructure*; Michael Leonas, Kimberly Keyes, and Aaron Levitt, *Utilities and Infrastructure*; LeRoy Smith, *Fire Chief*; Tina Stroupe, *Finance Director*; Chris Hills, *Director of Development Services*; Elizabeth Goodson, Cheryl Caines, and Catherine Jacobs, *Development Services*; Kathy White, *Deputy Clerk*.

2. and 3. The Pledge of Allegiance was recited followed by an invocation by Pastor Paul Leitzel of Oasis Church.

4. Agenda Adjustment: The June 20, 2023 meeting agenda was adopted with changes, if any, as listed: none.

Motion: Berry
Second: McGrath
Vote: Unanimous

RECOGNITIONS

5. Parks and Recreation Month Proclamation

Kristen Denton, Parks and Recreation, said the purpose of this was to highlight how Parks and Recreation positively impacts the community. She talked about the program offerings in Town and how many residents participate in the various programs. She outlined several free offerings in celebration of Parks and Recreation Month. She said the department put on 12 events last year and 32 performances. Adam Huffman, Parks and Recreation, talked about park maintenance and customer service, and pointed out that the Parks and Recreation employees work 365 days per year. He then highlighted some other things the department does that the public might not be aware of.

Mayor Mayefskie proclaimed July as Parks and Recreation Month in Holly Springs.

Consent Agenda

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

6. Minutes – Council approved the minutes of the June 6, 2023 business meeting.

7. End of Fiscal Year Budget Amendments – Council approved the end of year budget amendment and adopted the associated capital project Ordinance.

Ordinance 23-25 and budget amendments are attached to these minutes.

8. Historic Marker Program Policy – The Council adopted Policy P-052, Historic Marker Program policy.

A copy of Policy P-052 is attached to these minutes.

PUBLIC HEARINGS

9. Bond Order

Tina Stroupe, Finance Director, said the purpose of this action was to consider next steps for the issuance of the 2023 General Obligation Parks and Recreation Bonds and to hold a public hearing regarding the bond. She said that remaining Council approvals include approving the Bond Order and issuing a Resolution setting the bond referendum. The voters will consider the issue on the November 7th ballot and, if they approve, the Local Government Commission approval will be issued in January of 2024.

Ms. Stroupe said the bond order includes information on how the bond proceeds would be spent, to acquire, construct, renovate, and improve Parks and Recreation facilities and greenways. The bond would be for \$100,000,000 and could be issued over seven years. A tax increase to cover the bond is projected to be 5 cents per \$100 valuation, and is expected in the FY 2024-2025 budget. She said that upcoming Council actions would be to adopt a resolution certifying and declaring the results of the Special Bond Referendum if the voters approve on November 7, 2023. She outlined the preliminary projects and their estimated costs.

Cassie Hack, Director of Communications and Marketing, unveiled the Parks Bond 2023 logo and tagline: Shape the Springs. She explained the elements of the logo and said that a special Parks Bond website would go live in August with explanations for the public and an interactive experience to show what the bond funds could accomplish. She outlined the educational campaign that would be launched this summer and said if any groups were interested in having a staff member come to their meeting to explain the Parks Bond, they could contact LeeAnn Plumer, Director of Parks and Recreation.

Mayor Mayefskie opened the public hearing and the following input was received:

Ginny Suever said she opposed the bond. She said it would cost too much. In November 2011 there was a \$20 million parks and rec bond; in 2018 a \$40 million transportation bond was authorized; and now the Town wants \$100 million. She said her property taxes increased more than her property value. She said Holly Springs is seeing a lot of development, and businesses get front end tax credit, but residents get tax debt. She said she was concerned that Holly Springs could not afford this.

Susan Smith said she was the chairperson of the Parks and Recreation Advisory Committee (PRAC). She explained the mission of the committee. She said that as Holly Springs grows, it becomes increasingly clear that we need additional service to meet the demand. The bond will allow the town to get these services and amenities most efficiently. She spoke of the need for a park on the west side of NC 55. She lauded the values of parks and recreation and the experiences it provides to all ages. The bond is an investment for all people in Holly Springs. She said she is a

22-year resident and supported the bond in 2011, and even more now. She said she feels that the money is spent very carefully and is needed. She listed things that were done with the 2011 bond money, including Sugg Farm, Bass Lake Bridge, greenways, and more. She said she personally supports the bond and the PRAC unanimously supports the bond.

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

Action 1: Motion to adopt Bond Order 23-01 for 2023 General Obligation Parks and Recreation Bonds.

Motion by: Berry

Second by: Forrest

Vote: unanimous

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

Action 2: Motion to adopt Resolution 23-17 setting Special Bond Referendum for November 7, 2023.

Motion by: Wolff

Second by: Berry

Vote: unanimous

A copy of Resolution 23-17 is attached to these minutes.

10. Elliott Farm Rezoning 22-REZ-07

Cheryl Caines, Development Services, said that staff had received a request to rezone the parcel at 2836 Piney Grove Wilbon Rd. from RR Rural Residential to NR Neighborhood Residential Conditional Zoning. The parcel is currently designated Mixed Residential Neighborhood in the Future Land Use and Character Plan, and zoned RR Rural Residential. She reminded the public of the uses for a conditional zoning district and reiterated the design goals for a conditional district.

Ms. Caines said the applicant is requesting attached and detached dwelling units and indoor and outdoor recreation facilities. They are requesting a density of 2.19 units per acre (a maximum of 325 units) and a change in the southern perimeter buffer from 5 ft type A to 10 ft type B. They are requesting a minimum lot frontage reduction from 60 feet to 40 feet for an attached dwelling and 44 feet for a detached dwelling without moving the driveway/parking to the rear. Not all the lots will be this narrow, but some of them will be. Additional design standards include building façade design, elevation variety on adjacent lots, and units pre-configured for future connection to a solar energy system.

Ms. Caines said that points to consider are whether this Conditional District Rezoning is meant to support innovative, higher quality and sustainable neighborhoods, pedestrian oriented communities, open space design, lot layout and development patterns, and building design. She said the Comprehensive Plan calls for mixed residential neighborhood to have a walkable transportation network with parking location on the side or rear with streets in the grid network with varying block sizes. Smaller lot frontages make for garage and pavement dominated frontage, where parking to side, rear, or on-street creates streets focused on pedestrians.

Catherine Jacobs, Development Services, said that the parcel would be connected to potable water and sanitary sewer on Piney Grove Wilbon Rd., with a proposed pump station for the force main to pump to the Basal Creek pump station. She said this development would trigger the Phase 3 upgrade to that pump station. She said the Traffic Impact Analysis (TIA) calls for widening the frontage to one half the ultimate cross section, with a gap where they do not own the property, and four connection points. Onsite improvements required include turn lanes into the site. The offsite intersections at Piney Grove Wilbon and Burt Road, Duncan Cook Road, and W. Academy Street were studied, but did not require any improvements.

Matt Beard, Parks and Recreation, said that a 10-foot wide sidepath would be constructed along the frontage, with a carve-out around the parcel that is not part of this property. The location

is not within a park search area, so they are not required to dedicate park land, but will pay a fee-in-lieu for Parks and Recreation at the time of subdivision platting.

MPT Berry asked why the jog in the sidepath and how long that gap was. Mr. Beard said it was because that property was not owned by the developer, and he believed it to be within the 300-foot threshold that applies to gaps.

Joanna Holder, Planning Board Representative, said that the Planning Board voted to recommend approval with a vote of 9 – 0. They felt the community would serve a need within the community. They felt the smaller lot size served the need of the audience they were building for. Planning Board did say the lot frontage gave them some concerns for safety of pedestrians. PB proposed that properties that abut current neighbors have additional buffers, but overall they supported it.

Mayor Mayefskie opened the public hearing and the following input was received:

Mark Frederick, Parker Poe Adams Bernstein, speaking for the applicant, said this development would be an active adult community with at least 80% of all occupied units having at least one resident age 55 or older. He said this area was designated as a place to enhance and neighborhood residential, which encourages innovative uses. He said they are requesting a density well below what was allowed. This CD proposes a maximum of 325 units spread across the parcel, which is well below the permitted density. There is a commitment to a mix of single family and duplex units, with these types spread out across the project. He described the architectural features and said the target purchaser preferred a large backyard and the driveway in the front. He described units with limited steps and grade changes. He said there would be a minimum of 10 floor plans and 4 different elevations, for a mix of 40 different housing styles. He described the open space and pedestrian circulation as well as the tree preservation area they were proposing. He showed examples of the active and passive open space they were proposing. He said the three existing ponds would be “amenitized” with walking trails.

Mr. Frederick said they were proposing to create a connection to Fleming Road and to have a second access point. They propose to widen Piney Grove Wilbon across their frontage to half the ultimate cross section. He said that they have reached out to the property owner of the “gap property” but the property has changed hands and they have not been able to get in touch with the new owner. He said the road widening would go up to the house’s front door, so it was likely the entire property would have to be bought. They will continue to try to work with that property owner. He said that age restricted homes create fewer peak hour trips than other neighborhoods and creates less impact on the roads during peak hours. He showed the interior walking trail and sidewalks as well as the sidepath along their frontage, cutting behind the property they do not own.

He described the force main to the gravity line connecting to Basal Creek Pump Station and said they would complete the necessary upgrades. He said that staff requested that they investigate other options for the routing of the sewer and they will continue to investigate that.

MPT Berry asked why this was 80% age restricted instead of 100% like Regency. James Woofter of Toll Brothers said that Regency was 100% restricted, but this was a matter of choice among Toll Brothers to do something different. MPT Berry asked about the road widening and side path. Mr. Frederick said they did not have to improve the frontage along the property they do not own. Mr. Woofter said they would continue to try to reach out to that property owner. MPT Berry asked why 325 units was not going to make the Burt Rd intersection worse. Kevin Dean, Kimley Horne, said traffic would be added, but they are not expecting them to turn on Burt. There is a change in impact, but it doesn’t change the level of service enough to require an improvement.

Council member McGrath asked which way traffic was envisioned to go out of the site. Mr. Dean said that most people would be going into Holly Springs, not going to Fuquay. McGrath if 75% are coming to Holly Springs, we already know that we are swamped. It surprises him that we are not proposing any improvements. He said the lower density was good, but this would increase traffic without improving the roads. He asked how we reconcile that the other side of the road is Fuquay Varina, and with the cut out and DOT owning the road, how we get to a four-lane road. Ms. Jacobs said that all of these things are development driven. We can only hold developers to their

side of the road, based on the traffic study policy. The applicant met that criteria. Council member McGrath said this cut-out property is going to be put on the tax payers, not the developer. Randy Harrington said that if the developer does not do this piece, it will fall onto NCDOT. Would they come and widen that little section? That would be a hard thing for them to do, so it would probably fall back on the town.

Council member Forrest said that one of the biggest complaints Council receives are that people want to downsize and stay in the area, and the options are limited. Currently, your force main is going backward. Is there any benefit for other residents along there, to tap into the water? Mr. Frederick said he believes the force main would be sized for this community only. Ms. Jacobs said we don't allow taps to force mains. Mr. Frederick said we need to go all the way up Piney Grove, because there is not a regional pump station in this part of town.

Colby Hammonds, 2917 Piney Grove Wilbon, said he lived across the road on a farm, part of the Fuquay Varina ETJ. There are several properties on that road that do not have access to city or county water. His other question is about the road widening. He wanted to know when that will affect his property. He said he had not seen any environmental studies on this. All those ponds are not independent water sources, they are all interconnected. When he looks at the plan, they describe the current ponds as part of the storm water control system. Obviously when it overflows, it will go into the main pond and that concerns him as his only water source is well water. He said the transportation was a nightmare. He said the majority of traffic is coming from Lillington, Fayetteville and Smithfield, into Holly Springs.

Jim Turner, 2929 Piney Grove Wilbon, said he lives across the road from this development on his wife's family's farm. He said he was familiar with the firm and their good reputation. He appreciates the Elliott family and the developer, and thinks it is an appropriate and desirable use for the property.

Brandon Von Unruh, 7201 Starlight Circle, said his property was on the southwest border of this project and he has concerns and questions about the project. Is it sensitive to natural resources as the staff report claims? The proposed tree preservation shaves off some of the trees – how will this be maintained? He asked if they could affirm that the tree preservation will not be changed administratively. He asked if water runoff would be held and treated onsite and where it would be discharged. He asked if there had been a study of possible flooding from runoff. He said the communities use Burt Road to access Piney Grove Wilbon. His wife almost got hit turning left on that road the other day. He said that traffic is already bad and it's going to get worse. We don't have a turn lane to get on or off of Burt Rd. and it is dangerous. Fleming Rd. is convenient for the developer, but Burt is one property south and it is going to be the most dangerous intersection. He thanked the Town for holding this public meeting and he asked that green areas be preserved.

Jeff Keith, 7205 Starlight Circle, said he has lived here since 1985 and has seen a lot of the progress in the county. He agrees with some of the comments about needed communities for those who want to downsize. His biggest concern is the traffic flow. This area now is already a disaster during rush hours, and those rush hours are starting to creep so that Piney Grove Wilbon is crowded longer. He lives off of Burt Rd. and sees exclusive turn lanes on the plan, but his fear is that during rush hour it will be standstill traffic on Piney Grove Wilbon Rd. People will not be able to get out of the subdivision and will turn off onto Burt Rd. He doesn't see how 325 more cars doesn't create a dangerous situation. He is concerned for his family and his neighbors' families. He foresees a lot of traffic accidents.

Connor Sheehan said he lived at 2813 Piney Grove Wilbon. A big draw to moving to this area was the mixture of small town farmhouse living mixed with being close to things around. He is not a huge fan of this project due to the traffic situation. The road backs up a mile plus at that intersection. You cannot turn left. He said this project is something that will make that traffic worse. He said this is not the way we need to build out.

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

MPT Berry asked how far the sewer run to Basal Creek was. Ms. Jacobs said it was four miles. He asked what it would cost if we did it ourselves and whether it was under or beside the

road. Ms. Jacobs said we did not have an estimate for cost, but it would run along the side of Piney Grove Wilbon Rd.

Council member Forrest asked when NCDOT plans to widen Piney Grove Wilbon. Ms. Jacobs said we do not know. Council member Forrest asked if there was a way, and what it would cost, when they run the water line, to allow residents to tap in. Ms. Jacobs said the developer will stub towards Duncan Cook for future development; and bring a 12" parallel main to the property. As long as flow is adequate some might be able to tap in. But the residents who spoke about water access are in the Fuquay Varina ETJ and they would not be eligible to tap in.

Council member Forrest asked if the environmental impact analysis was posted online. Ms. Jacobs said they are not typically done at rezoning. That would happen when they come in for subdivision. To speak to water quality, the developer is not proposing to use the existing ponds for stormwater control, they have additional structures for that.

Council member McGrath said this is probably a well-needed project, but how do we work with the interjurisdictional challenge along this road? We get all the traffic from the development in Harnett County. He asked what levers we have, besides talking to CAMPO. He asked how much we talked to Fuquay Varina on this specific development. Randy Harrington said what you are seeing tonight are some of the challenges we have known in this area of the county. Fuquay Varina also has water-sewer problems getting to this area. Other developers have tried and couldn't make it work, but this developer has a plan. We have been in contact with Fuquay Varina and tried to find what would work. Chris Hills, Director of Development Services, said that there has been a lot of interaction between the two municipalities. The confluence of two jurisdictions and a DOT owned road, and the development to our south contributing more traffic than either Holly Springs or Fuquay Varina has been discussed. We have to work with DOT on this, but it is a priority among priorities. We turned over many stones about the best way to provide utilities, and asked if there were more efficient ways to serve this area? We found that Fuquay Varina's challenges are more than ours as far as serving this area. We coordinate our CTPs and Land Use plans with other jurisdictions and NCDOT. There are a series of intersections to the south that are the biggest issues, but they are not in our jurisdiction so we will continue working with Fuquay Varina on this.

Council member Forrest said this is a great project and we need it. But he has concerns over traffic patterns. The town has limits in what we can ask a developer to do off site, but we need to look deeper for traffic solutions. He has driven that road a lot and it gets bad. It needs improvement like every other road in this area. But it's a needed project and he would like to find a way to make it work.

Council member Wolff said he likes the project. He likes that it is Toll Bros, and he likes the concept and that they have made the commitment to getting utilities to the area. He understands the concerns about traffic, especially when we get into the outskirts. But if we are going to make this conditional on traffic, we have to realize that it will be years or decades. Multi-jurisdictions insure that we cannot do that quickly. He said the "cut out" property is the sticking point for him. There is not a developer that would buy that tiny parcel and make the improvements, because the numbers wouldn't work. For him, he needs that gap fixed. He can't approve the project until that is taken care of. He would like to table it to allow the developer to engage with the new owners and get the complete road face.

MPT Berry said this is the reason he voted against the Comp Plan. Having this designation where the roads aren't ready is a problem. Getting the density down is admirable. He lives off Piney Grove Wilbon and deals with that traffic every day. He agrees that Toll Bros is a reputable company that builds a great product and we need age-out communities. They help with impact on schools, and it is less traffic than it could be. He doesn't underestimate the efforts made to get the proposal forward. But there are still things that keep him from being ready to approve. He would be willing to table it and allow the team to come back, but they need to bring a solution around the widening at the cut-out section that is not an unfunded taxpayer liability. We cannot have another hour glass shaped road. That has to be solved, and it's something you need to do. Also, look further into the Burt Rd situation. There should be a place to meet in the middle. Lastly, he sees no reason it cannot be 100% age restricted.

Council member McGrath said he doesn't disagree. His opinion is for a motion to table until the cut-out is solved. He would also like more on how the inter-jurisdictional piece would be dealt with. He suggests that those who are coming out to speak direct their comments to the state to increase NCDOT funding to deal with these roads.

Council member Hewetson said she agrees with the rest of the council that the cut-out is the biggest thing holding her back. It makes the rest of the frontage improvements irrelevant. She would like to see this type of development if some of those things can be changed or improved.

Action: Motion to table Ordinance RZ23-05 to a future meeting.

Motion by: Forrest

Second by: McGrath

Vote: unanimous

MPT Berry asked if it could come back to the August meeting, rather than July, to give the developer time.

Mr. Harrington said the next quarterly meeting is the first of September, which could also be a good time to address this.

11. Duke Operations & Training Center Development Plan 22-DP-09

Cheryl Caines, Development Services, said that this item was not ready to go to a vote as the sanitary sewer study had not been evaluated, but the public hearing had been advertised so she requested that the hearing be opened and continued to the July 18th meeting.

Mayor Mayefskie opened the public hearing.

Action: Motion to continue Public Hearing to July 18, 2023.

Motion by: Wolff

Second by: Forrest

Vote: unanimous

NEW BUSINESS

12. 2023 Street Resurfacing and Preservation

Michael Leonas, Utilities and Infrastructure, said the purpose of this item was to update the Council on the 2023 Street Resurfacing Project and Street Preservation Project, and to consider construction contracts and budgets. He explained the resurfacing project would be the traditional "mill and fill" on 19 streets for 2.69 miles. The total project budget was \$1,370,395.09 with a start this summer and 70 days for completion. He explained the means used to notify residents when their street was going to be affected. He said the Preservation Project would involve the application of Reclamite® which replenishes chemical compounds lost due to aging of the asphalt. This would encompass 7.16 miles with a total project budget of \$147,825.33 and is estimated to start in August of 2023 and last for 30-60 days. He said that the material goes down pink, and is then sanded.

Mr. Leonas said that the Town owns and maintains 157 miles of streets. He explained how streets were selected for resurfacing or preservation based on condition and usage. He said the contractor will be required to notify residents in advance of resurfacing and preservation work. This notification would be augmented by social media outreach via the Town's social media platforms.

Mr. Leonas said the Town was able to fund both the base bid and alternate bid projects. Resurfacing would cover 2.69 miles and preservation would include 4 neighborhoods and cover 7.16 miles of streets.

Council member McGrath asked what the lifecycle costs were and what we were doing with developers to increase the longevity of the roads we are inheriting. Mr. Leonas said pavement design is a different animal; staff looks at not only axle loads, but number of trips. This is something we can discuss with Development Services; Phased developments, with construction traffic going over those roads, you are prematurely aging the pavement. Mr. Harrington said that anytime a

subdivision is built they do not become the town's streets until after it they been inspected and are determined to be up to the Town's standards.

Council member Forrest thanked the Utilities & Infrastructure staff for what they are doing to maintain town assets.

Action 1: Motion to award the 2023 Street Resurfacing Project contract to Daniels, Inc. of Garner in the amount of \$1,245,813.72 (base bids & alternates) plus a contingency allocation of \$124,581.37 bringing the total approved project budget for resurfacing to \$1,370,395.09

Motion by: McGrath

Second by: Forrest

Vote: unanimous

Action 2: Motion to approve the use of a sole-source based contract for the 2023 Street Preservation Project and award the contract to Pavement Technology, Inc. in the amount of \$134,386.66 plus a contingency allocation of \$13,438.67 bringing the total approved project budget for preservation to \$147,825.33.

Motion by: Berry

Second by: Forrest

Vote: unanimous

13. Operations Campus Phase 1A Guaranteed Maximum Price Amendment 1

Kimberly Keyes, Utilities and Infrastructure, said this item was one Council had seen at the workshop. The purpose is to award the Guaranteed Maximum Price Amendment 1 to Edifice General Contractors. She said the Town purchased the 30-acre property in 2020 to develop a campus for public service operations and maintenance. In November 2022 Town Council approved the first Construction Manager At Risk (CMAR) contract and project delivery method and preconstruction services with Edifice. She reminded the public where the property is located and said that Phase 1A would be the extension of Bumgardner Road, the gravel access road, and the 2.3-acre laydown area. Phase 1B would be the Administration Building, the Operations Building, vehicle and equipment storage, a Convenience Center for residents, and greenway. Phase 2, which is not yet funded, would include fleet maintenance, a covered fueling center, additional covered lay down and equipment storage and a truck canopy.

Ms. Keyes said the project budget was not to exceed \$41 million and gave the current estimates for the various parts of Phase 1A and Phase 1B. She said staff continues to value engineer the Phase 1B.

Mayor Mayefskie said he had sat in several meetings that Ms. Keyes put together and these few screens did not touch on all the work that had been done and he appreciated the staff's work.

Action: Motion to approve the Construction Services Guaranteed Maximum Price Amendment 001 with Edifice General Contractors - CMAR in the amount of \$2,811,760 for the Operations Campus Phase 1A.

Motion by: McGrath

Second by: Forrest

Vote: unanimous

14. Condemnation Resolution: Holly Springs New Hill/New Hill/Old Holly Springs Apex Road Realignment Project

John Schifano, Town Attorney, said the purpose of this agenda item is to authorize the Town Attorney to initiate eminent domain action to acquire right-of-way and other necessary easements from three property owners for the Holly Springs New Hill Road, New Hill Road, and Old Holly Springs Apex Road realignment project. He showed where the intersection is located and

what the ultimate build would be like. The three property owners and the area affected are: Fusion 1300, LLC with 6,316 square feet; Lisa Leslie & Calvin Leslie with 3, 673 square feet; and Barbara Leslie McNeil with 1, 241 square feet.

Action: Motion to adopt Resolution 23-15 to authorize eminent domain action to acquire right-of-way and other necessary easements from three property owners for the Holly Springs New Hill Road, New Hill Road and Old Holly Springs Apex Road Realignment transportation project.

Motion by: Forrest

Second by: Berry

Vote: unanimous

A copy of Resolution 23-15 is attached to these minutes.

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 Rick McClain asking that the Council assist in selling two million tickets to the movie *Sound of Freedom* and proclaim Holly Springs a sanctuary city for young children.

One comment from psychologist Kristen Valus asking Council to protect the mental health of the LGBTQ+ community by immediately adding sexual orientation to the Pride Proclamation and adopting the Wake County Nondiscrimination Ordinance.

One anonymous comment thanking the Town and the Police for their efforts to enforce the noise ordinances related to loud vehicles.

The following public comments were received in person:

Donna Friend said she made a commitment that she would not appear in Town Council meetings in June. But when the Mayor issued the Pride of Holly Springs Proclamation and left off LGBTQ from the proclamation, she couldn't stay silent. It was an insult and she said the Town missed the mark. She said, sadly, it didn't surprise her. She said it has become obvious that Public Comment is getting moved later in the meeting, and it lets all of us know how important our comments are to Council. She asked that be revisited so more people could participate in meetings.

Lesslie Corner said she wants to say that when she moved here she had the mistaken idea that North Carolina had made progress in the nature of inclusion. It never occurred to her that her children would not feel safe visiting her. By leaving LGBTQ+ out of the proclamation and not signing the Nondiscrimination Ordinance gives the loud and clear message that families like hers are not welcome here.

Dillon Hale and Steve Bergstrom were called but had left the meeting.

Kim Peppers said she was here to support her children and the LGBTQ+ community and she wished that her community was accepting. She does not believe that this council is accepting of her children and their community. She has been here 16 years and is appalled at the proclamation Pride Of Holly Springs. She said that she has pride in this community, but Pride should be for a group of people who have not been accepted in the community like they should be. NC Governor Roy Cooper stated in his proclamation Lesbian, Gay, Bisexual, Transgender, and Queer Pride Month and our proclamation states none of that. She said she wished that the Council, that still has time this month to present a re-proclamation for this group of people. She wished that this community would accept everyone, because everyone deserves the respect of equality.

Mike Kondratick said he thought the presentation earlier in the meeting was pointed. He said you recognized an entire month as Parks and Rec Month, and you recognized the Parks & Recreation Staff. We can agree that it would be odd if the staff weren't included in your recognition of this month. The message from that is clear – the staff's work and what they add to this

community is important. He said that the LGBTQ community is not asking for anything more than this. A proclamation that uses the language that their community has risked their lives to popularize during a month that is set aside to recognize their work and their sacrifice. He asked that the Mayor update his proclamation to include LGBTQIA+ community, to recognize that what they add to this community is important and valued.

Dr. Kristin Valus said she has been a clinical psychologist for 24 years and was here to advocate for her clients who are Holly Springs residents and who do not feel empowered to speak for themselves. She said the Mayor's exclusion of the LGBTQ community from the proclamation was harmful. She stated statistics of suicide and suicidal ideation among members of the LGBTQ community related to their inability to be themselves in the world. She said her clients feel unsafe. She said the mental health community needs him to do better. She asked that he add LGBTQ+ to the proclamation and sign on to the Wake County NDO which would make a tangible difference to the mental health of the community.

OTHER BUSINESS

Council member Forrest said he is concerned about HB 660 which would expand the use of PFAS in construction. It is a forever chemical that is deadly to all of us. It can accumulate in the human body and wildlife and cause cancer, immune system disorders, and other problems. He encouraged the public to reach out to their state legislators.

Council member Hewetson said that she wanted to say that while she could never recognize all the programs that Parks & Recreation does, the free movie Weds. are a wonderful program she wanted to shine some light on.

Council member McGrath said with Independence Day coming up, he wanted people to recognize those who risked their lives to protect our freedoms so that we can all be treated equally. We have enemies that are external; it doesn't help us to fight enemies who are internal.

MPT Berry said we are entering into summer schedule, and we have lightened the staff load a bit, and he hopes that staff will take some time to enjoy with their families.

Council member Wolff wished everyone a Happy Juneteenth.

Mayor Mayefskie said yesterday Wake County mayors met at the FUJI plant. It rained so they didn't get a full tour, but he thanked them for allowing the mayors to go visit the facility.

MANAGER'S REPORT

Randy Harrington, Town Manager, said he had two items. This Thursday Friday and Saturday he and Assistant Manager Scott Chase will be at the Managers Association meeting in Wilmington. Assistant Manager Daniel Weeks will be out on vacation starting Thursday, so Kendra Parrish, Executive Director of Utilities and Infrastructure will be on point on those days. Second, on July 5th we have the annual fireworks celebration starting at 6 pm going till around 9:30 when the fireworks are over. It's one of the biggest events of the year that Parks & Recreation does, with help from public safety.

CLOSED SESSION: The Council entered into closed session, pursuant to N.C.G.S. 143-318.11(a)(3) to discuss *Holly Springs v. Gladys Adams and Michael Adams*, and pursuant to N.C.G.S. 143-318.11(a)(4) to discuss an economic development update.

Motion by: Berry

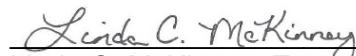
Second by: McGrath

Vote: Unanimous

Motion to leave closed session was made by Council member ____, seconded by Council member ____ and passed with a unanimous vote.

Adjournment: __ made a motion to adjourn at __ pm. It was seconded by ____ and passed with a unanimous vote.

Respectfully Submitted on Tuesday, July 18, 2023.



Linda C. McKinney, Town Clerk

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



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 7.

Consent Agenda

Title: Monthly Budget Amendment Report

Strategic Priority Area: Organizational Excellence

Staff Resource: Corey Petersohn, Finance

Action(s):

- Receive monthly budget amendment report
- Approve monthly budget amendments for Powell Bill resurfacing contracts and Public Works contracts.

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 amendments from the preceding month:
 - **Amendment 1** - General Fund Fuel - Town Manager approved amendment transferring \$45,000 from Central Services to a Public Works account for fuel expenses related to all general fund vehicles and equipment (note - this was a fiscal year 2022-2023 amendment).
- Any amendment above \$50,000 or that changes the total appropriation of a fund must be approved by Town Council:
 - **Amendment 2** - Powell Bill Resurfacing - In June, Town Council approved a contract for street resurfacing using Powell Bill Funds. Due to financial reporting reasons, a purchase order was not issued in June and the funds will need to be reappropriated in July for a purchase order to be issued in the current fiscal year.
 - **Amendment 3** - Landscaping contract - Transferring funds from Parks and Recreation to Public Works for the management of landscaping contracts. The associated contracts were previously managed by Parks and Recreation staff, but will now fall under Public Works. This action does not change the total amount budgeted for these contracts.

Background:

- Town Manager approved amendments are balanced and do not change the overall budget.

Funding Source(s):

Town Council Business Meeting
July 18, 2023

- Town Council Approved Operating Budget

Attachment(s):

1. Amendment 1 - General Fund Fuel
2. Amendment 2 - Powell Bill Resurfacing Contract Funds
3. Amendment 3 - Public Works Contracts

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: Admin

Date: 6/30/2023

Reason for Budget Amendment:

Budget adjustment for general fund fuel costs.

Expense			
Account #	Account Description	Increase	Decrease
10-410-37.02	General Fund - Central Services - Insurance		\$ 45,000
10-422-21-50	General Fund - Public Works - Fuel	\$ 45,000	
Total Expense:		\$ 45,000	\$ 45,000

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

Department Head Signature (or electronic submission)

Finance Director Signature (if necessary)

Town Manager Signature (if necessary)

Council Approved/Notified (if necessary)

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

Town Manager is authorized to approve transfers between departments within the same fund up to \$50,000.

All inter-departmental transfers will be reported to Town Council by the following month.

Amendments that change the total budget or departmental transfers over \$50,000 require Town Council approval.

Town of Holly Springs FY2023-24 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, 2024.

Department: Utilities and Infrastructure **Date:** 7/18/2023

Reason for Budget Amendment:

To appropriate Powel Bill Fund Balance for street resurfacing contract per Town Council approved contract on 6/20/23.

Expense			
Account #	Account Description	Increase	Decrease
15-90.04	Powell Bill - Capital Infrastructure	\$ 1,370,396	
15-12.05	Powell Bill - Contract Services	\$ 147,826	
Total Expense:		\$ 1,518,222	\$ -

Revenue			
Account #	Account Description	Increase	Decrease
15-360.01	Powell Bill - Restricted Fund Balance	\$ 1,518,222	
Total Revenue:		\$ 1,518,222	\$ -

Department Head Signature (or electronic submission)

Town Manager Signature (if necessary)

Town Manager has authorized Department Directors to transfer operating funds within their department.

Town Manager is authorized to approve transfers between departments within the same fund up to \$50,000.

All inter-departmental transfers will be reported to Town Council by the following month.

Amendments that change the total budget or departmental transfers over \$50,000 require Town Council approval.

Town of Holly Springs FY2023-24 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, 2024.

Department: Public Works Date: 7/18/2023

Reason for Budget Amendment:

Transferring budget from Parks and Recreation for management of contracts related to landscaping and solid waste which will now be managed by Public Works

Expense			
Account #	Account Description	Increase	Decrease
10-425-26-12.05	Parks and Recreation - Field Maint Contract Servs		\$ 190,798
10-422-24-12.05	Public Works - Solid Waste Contract Services	\$ 13,514	
10-422-22-12.05	Public Works - Streets Contract Services	\$ 177,284	
Total Expense:		\$ 190,798	\$ 190,798

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

Department Head Signature (or electronic submission)

Town Manager Signature (if necessary)

Town Manager has authorized Department Directors to transfer operating funds within their department.

Town Manager is authorized to approve transfers between departments within the same fund up to \$50,000.

All inter-departmental transfers will be reported to Town Council by the following month.

Amendments that change the total budget or departmental transfers over \$50,000 require Town Council approval.



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 8.

Consent Agenda

Title: Utley Creek Greenway Phase I Connection (TOHS Proj. 14-021) - Supplemental NCDOT Agreement

Strategic Priority Area: Economic Prosperity & Diversity
Engaged, Healthy, & Active Community
Responsible & Balanced Growth
Safe & Friendly

Staff Resource: Michael Leonas, Utilities and Infrastructure

Action(s):

- Approve Supplemental Agreement between NCDOT and the Town of Holly Springs for Supplemental Funds for an increased total NCDOT amount of \$475,000.
- Adopt Parks and Recreation Capital Project Ordinance (23-27) and 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:

- Town staff is requesting approval of the Supplemental NCDOT agreement for \$475,000 for reimbursable expenses related to the Utley Creek Greenway project Phase 1. The project was completed on 05/24/2023 and within the \$2,300,000 project budget.
- Staff typically will wait until a project is completed or near completion to submit additional NCDOT grant funding to maximize reimbursable expenses.
- Supplemental Funds are to be applied to project costs associated with design changes as well as higher than anticipated project costs. This is due to the fact that the initial Municipal Agreement was executed in 2016 and based on a budget estimate from 2016.
- Once all payments are completed and reimbursements submitted, any remaining funds will return to the Parks & Recreation Reserves.
- Parks and Recreation Capital Project Ordinance (23-27) does not change the total project fund budget, and only modifies the anticipated revenue to include the additional grant funding and returning town funds to Park & Recreation Reserves.
- Capital project ordinances appropriate budget for all associated projects within the capital project fund. This ordinance includes the existing budget for all Parks and Recreation capital projects.

Background:

- The need for this greenway connection was identified in the TOHS Comprehensive Transportation Plan (CTP) and is in alignment with the most recently approved

Town Council Business Meeting
July 18, 2023

Greenways Master Plan.

- Funding for this project will be partially reimbursed with federal funding through the Congestion Mitigation and Air Quality Improvement Program (CMAQ), administered by the Federal Highway Administration.
- The supplemental NCDOT agreement will bring the total to over \$1,000,000 in reimbursable grant funds.

Funding Source(s):

- Parks & Recreation Reserves
- Savings from closing out Parks and Recreation Bass Lake Dam capital project
- CMAQ grant
- Additional cost share reimbursement from NCDOT via this request.

Attachment(s):

1. C-5604JA-Utley Creek Greenway Connection Supplemental Agreement
2. Project Map
3. Parks and Recreation Project Ordinance (23-27)

NORTH CAROLINA
WAKE COUNTY

SUPPLEMENTAL AGREEMENT

DATE: 6/29/2023

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: C-5604JA

AND

WBS ELEMENTS: PE 43714.1.6

ROW 43714.2.6

TOWN OF HOLLY SPRINGS

CON 43714.3.6

OTHER FUNDING:

FEDERAL-AID #: CMAQ-0510(009)

CFDA #: 20.205

TOTAL SUPPLEMENTAL FUNDS [NCDOT PARTICIPATION] \$475,000

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 8/5/2016, entered into a certain Project Agreement for the original scope: the greenway construction to connect the east side of Town to the west side of Town by means of an existing pedestrian tunnel which was constructed with the NC 55 Bypass in Holly Springs, programmed under Project C-5604JA; and,

WHEREAS, the Department and the Municipality on 3/15/2022, entered into a Supplemental Agreement to extend the completion date of the project; and,

WHEREAS, this Supplemental Agreement is to provide additional CMAQ funding for the project.

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

3. FUNDING

REIMBURSEMENT FOR ELIGIBLE ACTIVITIES

Subject to compliance by the Municipality with the provisions set forth in this Agreement and the availability of federal funds, the Department shall reimburse 80% of eligible expenses incurred by the Municipality up to a maximum of \$1,055,000 of CMAQ funds. The Municipality will provide \$118,750 as their local match and all costs that exceed the total estimated cost per the Revised Funding Table below:

FUNDING TABLE

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
Congestion Mitigation and Air Quality (CMAQ)	\$580,000	80%	\$145,000	20%
CMAQ Supplemental #11571	\$475,000	80%	\$118,750	20%
Subtotal	\$1,055,000	80%	\$263,750	20%
Total Estimated Cost		\$1,318,750		

WORK PERFORMED BY NCDOT

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, during any phase of the delivery of the Project, shall reduce the funding available to the Municipality under this Agreement. The Department will set aside ten percent (10%) of the total estimated cost, or \$131,875 to use towards the costs related to review and oversight of this Project, including, but not limited to review and approval of plans, environmental documents, contract proposals, engineering estimates, construction engineering and inspection oversight, and other items as needed to ensure the Municipality's appropriate compliance with state and federal regulations.

In the event that the Department does not utilize all the set-aside funding, then those remaining funds will be available for reimbursement to the Municipality at the above reimbursement rate. For all cost of work performed on the Project, whether incurred by the Municipality or by the Department, the Municipality shall provide the non-federal match. The Department will bill the Municipality for the non-

federal match of any costs that the Department incurs on the Project and for any costs that exceed the Total Estimated Cost.

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 Agreement heretofore executed by the Department and the Municipality on 8/5/2016 and 3/15/2022, 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: _____

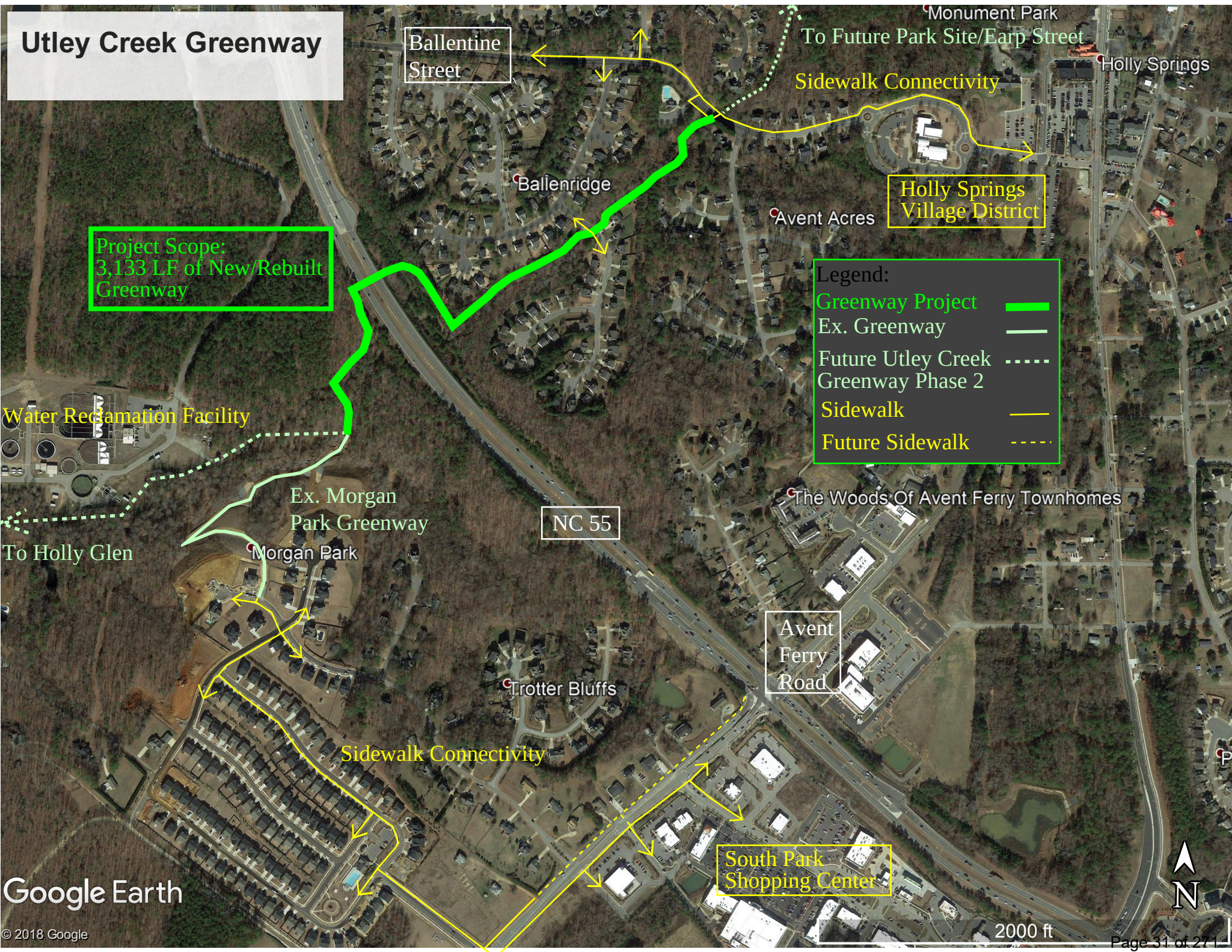
APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ August 3, 2023 _____ (Date)

Utley Creek Greenway

Project Scope:
3,133 LF of New/Rebuilt
Greenway

Legend:

- Greenway Project
- Ex. Greenway
- Future Utley Creek Greenway Phase 2
- Sidewalk
- Future Sidewalk





Ordinance No. 23-27

Date Submitted: July 18, 2023

Date Adopted: July 18, 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 and the following amounts are appropriated for the project funds effective July 18, 2023:

Parks and Recreation Capital Project Fund	
Expenditures:	
Parks and Recreation Capital Project Fund	33,821,720
Total	33,821,720

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

Park and Recreation Capital Project Fund	
Revenues:	
Transfer In	16,672,512
State Grants	1,809,340
Federal Grants	1,133,000
Bond Proceeds	14,177,668
Miscellaneous Revenues	29,200
Total	33,821,720

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 July 18, 2023 in accordance with the laws of the State of North Carolina.

Adopted this, the 18th day of July 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#: 9.

Consent Agenda

Title: Utle Creek Greenway Phase 2 Design Contract Amendment #1

Strategic Priority Area: Engaged, Healthy, & Active Community

Staff Resource: Matt Beard, Parks & Recreation, LeeAnn Plumer, Parks & Recreation, Dirk Siebenbrodt, Utilities and Infrastructure

Action(s):

Approve design contract amendment with Alta Planning + Design, Inc. in the amount of \$200,117 for the Utle Creek Phase 2 Greenway project design.

Explanation:

- The Town entered into an agreement with Alta Planning + Design, Inc. in Fall of 2020 for the design of the Utle Creek Phase 2 Greenway project connecting Evergreen View Dr. to the Utle Creek Phase 1 Greenway project near the Morgan Park Greenway stub.
- The requested amendment is needed due to scope changes which include coordination with Duke Energy for land easements, a connection to the future Public Works Operations Center facility, and additional design requirements for NC Dept of Transportation (NCDOT), Locally Administrated Projects Program (LAPP) grant funding that has been awarded for this project.
- The requested amendment increases the original contract fee from \$324,602 to \$524,719.
- The most current engineer's estimate for this project is \$3,926,602.

Background:

- The Utle Creek (UC) Greenway will provide a significant bike/ pedestrian connection to the west side of town. This second phase will connect the Holly Glen neighborhood to the UC phase 1 greenway stub near the Morgan Park neighborhood, which includes a tunnel connection under NC55 to Ballentine Street. The UC Greenway will ultimately connect the Holly Glen and Morgan Park neighborhoods to downtown Holly Springs via an off-street greenway trail.
- This 10ft wide greenway segment will be approximately 5,400 feet in length and will traverse south of the Utle Creek Water Reclamation Facility and provide a connection to the future Public Works Operations Center campus.
- This greenway section will require easements from four private property owners and Duke Energy. The Town has worked closely with Duke Energy to address their concerns in this corridor about safety and undisturbed land access for their operations.
- The Town was awarded a NCDOT Locally Administrated Projects Program (LAPP) grant in February of this year in the amount of \$1,920,000 to assist with the construction cost of this greenway. The Town's funding match is \$2,674,602 which was approved in FY22.

Funding Source(s):

Parks and Recreation - Utley Creek Greenway Phase 2 project budget

Attachment(s):

1. Holly Springs Utley Creek Greenway Amendment #1 Scope and Fee
2. Holly Springs Utley Creek Greenway Amendment #1 Proposed Route

Utle Creek Phase 2 Greenway Project

Scope of Services

Amendment #1

Project Understanding

The Utle Creek Phase 2 Greenway consists of a proposed 10-foot wide greenway and associated improvements from Evergreen View Drive to the Utle Creek Phase 1 Greenway, in Holly Springs, NC. This Phase 2 segment is approximately 6,200 feet in length. The proposed route of the greenway is to the south side of Utle Creek near the water treatment plant. The proposed route will require several small stream or wetland area crossings, which include a maximum of 6 boardwalk crossings across Utle Creek and a maximum of 4 drainage culverts.

This Scope of Services Amendment #1 documents the scope changes that are required at this stage of design which resulted from coordination with and requests from Duke Energy, the Town's request for a trail connection to the future Public Works facility, and the Town receiving North Carolina Department of Transportation (NCDOT) construction funding. As such, the project will be required to meet the requirements of a NCDOT Locally Administered Project (LAP). This amendment updates the scope as described below, and updates the fee in accordance with Table 1 – Schedule of Fees and Charges, which is attached at the end of this document. As a result of these changes, the project fee increases from \$324,601.86 to \$524,718.77.

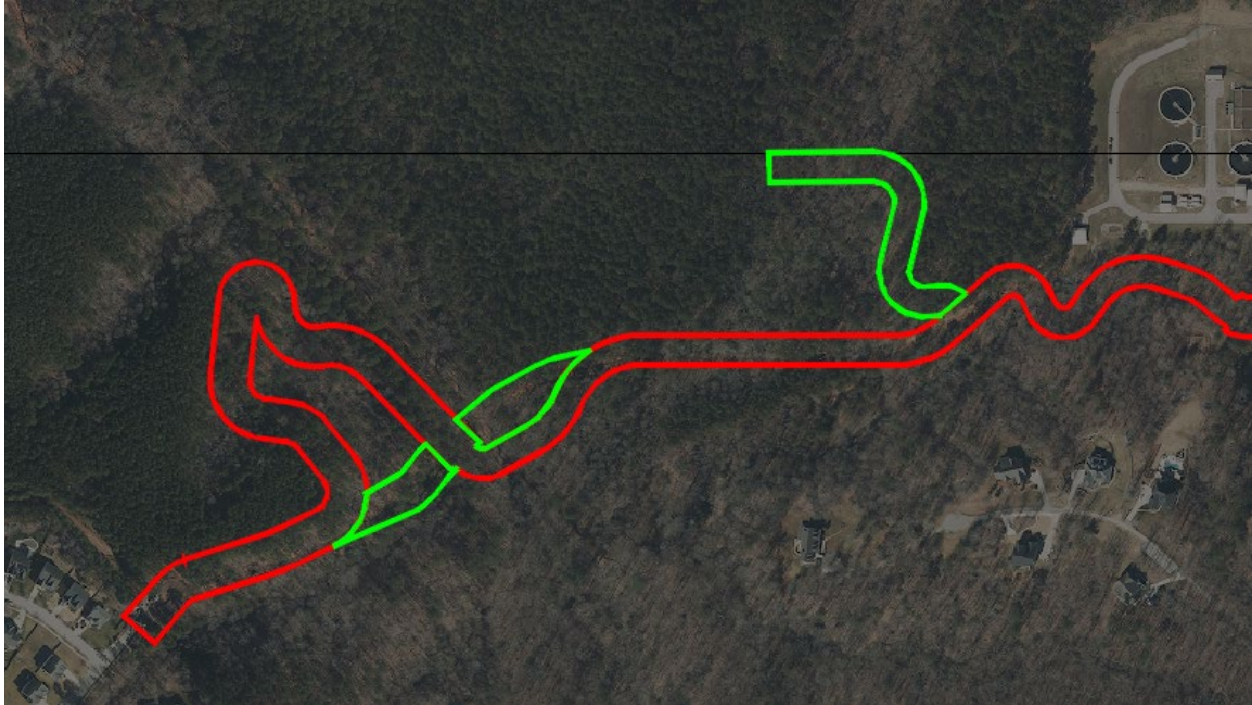
Scope of Work Update

Below we describe, task by task, the scope changes included in this amendment. As was the case with our original scope, the following approach is based on our understanding of the Town's needs and our experience with similar projects and national best practices, addresses the requests from Duke Energy and the requirements of a NCDOT LAP.

It should be noted that it is expected that NCDOT will be updating their design standards and specifications manual sometime in 2024. Changes required to the design of the project when those new standards are released will be considered an additional service and provided through a supplemental agreement.

Task 1: Location Surveys

The original scope of services has been completed. However, a new survey is required due to the greenway alignment revisions requested by Duke Energy. The areas of new survey are shown in green in the image below, and areas covered under the original survey are shown in red. The new survey will be provided under the same terms as the original survey scope of services.



Due to the Town receiving NCDOT funding for construction, right of way acquisition will need to meet NCDOT standards. As such, easement plats for recordation (estimated four to five 18"x24" plats) and field staking of easement boundaries required for the project will be provided.

Task 2: Geotechnical Services

The original scope of services remains. However, Duke Energy has requested a box culvert be constructed for the Utley Creek crossing within their property. Accordingly, additional effort is required for the geotechnical investigation. Foundation recommendations will be made for this box culvert per the original scope of services.

A field meeting was held on 5/9/23 between the Town and Consultant staff to determine the need for the amount of additional fee required for clearing to perform the necessary geotechnical services. It was agreed that additional fee for clearing would not be needed as hand tooling (with sounding rods) will be utilized to verify density changes where access with a drilling rig cannot be obtained without significant clearing and/or constructing temporary stream crossings. These soundings will be correlated to the actual standard penetration test (SPT) on the opposite side of a stream crossing where a boring was performed. The sounding rod is an accepted NCDOT Geotechnical Engineering Unit (GEU) method for this situation.

Task 3: Environmental Survey and Documentation

The original scope of services has been partially completed. However, given the delay of the project, alignment revisions, the addition of a greenway connection to the future Public Works facility, the project needing to meet NCDOT LAP requirements, and the request from Duke Energy to provide a Phase I Environmental Site Assessment (ESA) for work on their properties, the scope has been revised to include the following:

3.1 General Data Collection and Review

Background Data Collection

- Three Oaks will work with the Town of Holly Springs and Alta to collect additional background data associated with the new study area sections of the project.

Cultural Resource Project Review

- Due to the likely need for a U.S. Army Corps of Engineers (USACE) permit and the project being federalized it will require coordination under Section 106 of the National Historic Preservation Act. Three Oaks will update the North Carolina State Historic Preservation Office (NC-HPO) Project Review Checklist that was previously submitted for the project. This checklist will include the new description of the project, updated project study area maps, review of known cultural resources, and site photographs of all structures within the project study area that appear to be 50 or more years old. A copy of the original response letter received from NC-HPO will also be included in the package.

Tribal Coordination

- Three Oaks will prepare the start of Study Tribal Coordination letter for the Catawba Indian Nation per NCDOT Tribal Coordination Protocol and submit to Division 5 for review, approval, and signature.

Direct and Indirect Screening Tool

- Three Oaks will prepare a Direct and Indirect Screening Tool (DIST) using the most recent guidance from NCDOT Public Involvement, Community Studies & Visualization (PICSviz) located at: <https://connect.ncdot.gov/resources/Environmental/EAU/PICSviz/Pages/default.aspx>

Three Oaks will submit the DRAFT DIST to Division 5 for the initial review. Revisions will be made to the DIST and resubmitted for a final review and approval by Division 5.

- Exclusions - Three Oaks will not be responsible for conducting cultural resource surveys, including: historic architecture, cultural resource, or archaeological resource surveys.

3.2 Update to Natural Resource Technical Memorandum

Three Oaks will update the existing Natural Resource Technical Memorandum (NRTM) for the revised project study area. The following will be performed to complete the NRTM:

- Project site background information and mapping review
- Field investigation
 - Delineate potential jurisdictional waters of the U.S. (wetlands, streams, surface waters) within the new study area sections
 - Surveys/habitat assessments for relevant protected species
- Complete Draft and Final Updated Preliminary Jurisdictional Determination (PJD) Package

- Complete Draft and Final Updated NRTM documents

Specific tasks associated with the NRTM are described below:

- Pre-Field work
 - Preparation for field work will include data collection, creation of field maps, and preparation of field equipment.
- Jurisdictional Delineation Field Work
 - Field work will include data collection and necessary form completion for streams, wetlands, and/or surface waters within the new study area sections. Wetland identification methodology developed by the USACE, and stream identification methodology developed by the N.C. Division of Water Resources (NCDWR) will be employed. If potential jurisdictional features are present, they will be flagged in the field and feature points will be recorded using a sub-meter Trimble R1 or R2 GPS (Note: these points will be sub-meter but will not be survey-grade). Wetland boundary points will be flagged using either pink flagging with black dots or Three Oaks-branded flagging (pink with black writing) and stream points flagged with blue flagging. These feature points will be incorporated into both GIS shapefiles and CAD files and feature boundaries/channels will be developed.
- Protected Species Surveys
 - Protected species assessments will be performed per the U.S. Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC; <https://ipac.ecosphere.fws.gov/>) website. As of the date of this scope, the USFWS lists the following species for the project:
 - Bald eagle – Bald and Golden Eagle Protection Act
 - Cape Fear shiner – Endangered
 - Michaux’s sumac – Endangered
 - Atlantic sturgeon – Endangered (listed by the National Oceanic and Atmospheric Administration (NOAA) – National Marine Fisheries Service (NMFS))
 - Of the species listed above, bald eagle and Michaux’s sumac will be reviewed in the study area extensions. Due to the age of the original surveys, Michaux’s sumac will also be re-surveyed in the original study area. Cape Fear shiner surveys are still valid for the project; additionally, a species assessment for a recent North Carolina Department of Transportation (NCDOT) project downstream of the project (STIP No. HE-0002) supports the decision to not complete re-surveys for the species.
- Update of WEX and WET files
 - Delineated stream, wetland, and surface water data from the study area expansions will be integrated into a WEX file in both MicroStation and AutoCAD format. Any changes from the agency site visit with the Town of Holly Springs and regulatory agencies will be incorporated into a FINAL WET file, also in both file formats.
- Preparation of Updated Preliminary Jurisdictional Package (PJD)
 - DRAFT and FINAL Updated PJD packages will be prepared in accordance with the requirements of USACE and NCDWR.

Internal quality assurance using three signature sign-off by the preparer, technical reviewer, and quality assurance reviewer will be documented for the DRAFT Updated PJD Package.

Revisions will be incorporated, and the FINAL Updated PJD Package will be submitted to regulatory agencies.

- DRAFT NRTM Update
 - A DRAFT NRTM Update will be prepared for the project, including information related to project background, methodology and contributors, jurisdictional features within the study area, and protected species. Mapping will also be included. The NRTM Update will replace the original NRTM completed for the project. The document will be completed using the most up to date NCDOT template. Internal quality assurance using three signature sign-off by the preparer, technical reviewer and quality assurance reviewer will be documented for the DRAFT NRTM.
- Review Comments and Final NRTM Update
 - Three Oaks will incorporate Town and/or Alta comments on the DRAFT NRTM Update to create the FINAL NRTM Update. Internal quality assurance using a three-signature sign-off by the preparer, technical reviewer, and quality assurance reviewer will be documented for the FINAL NRTM Update. Both a Microsoft Word and Adobe PDF version of the final document will be provided.

NRTM Deliverables:

- DRAFT Updated WEX file
- FINAL Updated WEX file
- FINAL Updated WET file (if an agency visit is required and changes are made to the delineation)
- DRAFT and Final Updated PJD Packages
- DRAFT NRTM Update, including all figures and appendices
- FINAL NRTM Update, including all figures and appendices
- GPS files
- A copy of all shapefiles used to create the figures
- QA/QC forms with signatures, if requested

3.3 Environmental Documentation

A federal Type I(A) Ground-Disturbing Categorical Exclusion (CE) will be prepared according to Documentation Requirements and Approval Procedures for Federal-Aid Projects Classified as Categorical Exclusions (2019). Coordination may be required with Federal Highway Administration (FHWA), NCDOT Division 5, and the Town of Holly Springs.

Items in this task include, but are not limited to, preparing the CE, exhibits, and supporting documentation. Time is also included for development of the draft CE, based on internal quality assurance/quality control as well as addressing review comments from NCDOT Division 5 and the Town. Electronic copies of the draft CE will be sent to NCDOT Division 5 for review by Town staff via the NC Enterprise Business Services (EBS) portal, and an electronic copy of the FINAL version will be provided to the Town for upload to the EBS portal once the CE is signed.

CE Deliverables:

- Draft CE for review by Town of Holly Springs and NCDOT Division 5 staff (electronic copy only)
- Revised Draft CE for review (electronic copy only)
- Signed Final CE (electronic copy only)

3.4 Phase I Environmental Site Assessment (ESA)

A Phase I Environmental Site Assessment (ESA) will be conducted on the Duke Energy parcels to the extents of where earth disturbance work will occur. The area of the ESA is based on the 25% 3rd Re-Design Submission plan set dated February 2023 and is approximately 8-12 acres in total. The following is a description of the scope of activities, the schedule, and the cost.

Scope Of Services

The purpose of a Phase I Environmental Site Assessment (Phase I) is to identify reasonably recognizable environmental conditions in connection with a property. The process by which a Phase I is to be conducted is generally defined by ASTM Standard E1527 (Standard) and includes a review of records, a site reconnaissance, interviews with knowledgeable persons such as owners and occupants of the property, and interviews with local government officials.

The review of records pertains not only to the property but also to properties within a Standard defined minimum search distance. The review includes Federal and State records of sites designated for or undergoing environmental investigation and/or remediation, and records of sites with the potential for environmental concern due to the use, generation, storage, transport, or disposal of hazardous substances or petroleum. To develop a history of previous uses of the property and surrounding area, historical sources are consulted. The physical setting of the property is reviewed by study of a topographic map of the property and vicinity. Readily available geological, groundwater, or soil maps can also be reviewed for additional information pertaining to the physical setting of the property. Generally, the record review provides information regarding the potential for the existence of contaminants or the potential for migration of contaminants to or from the property.

The objective of the site reconnaissance is to visually inspect the property for evidence of environmental concerns. The property must be reasonably accessible or access arranged. The current uses of the property and adjacent properties are identified. Accessible on-site structures and grounds are inspected. Prior site uses are identified if there is sufficient visual evidence. The physical setting (topography and geology) of the property and vicinity is identified.

Interviews with the owner of the property and/or the occupant of the property are conducted to determine the uses and physical characteristics of the property. Owner/occupant interviews are also a potential source of historical property information. Interviews with local government officials (fire department, health department, and public utilities) are conducted to obtain information regarding potential environmental concerns.

A report will be prepared to document the activities, findings, and conclusions of the Phase I. Supporting documentation and a figure(s) depicting the property location on a USGS 7.5 minute topographic map will be included in the report. The report will document appropriate inquiry, as defined by the Standard, into the environmental condition of the property.

Task 4: 25% Design Phase

This task has been completed and no changes are required.

Task 5: Hydrologic/Hydrologic Analysis and Design and Erosion Control Design

The original scope of services remains. However, due to the Duke Energy requested revisions, a Conditional Letter of Map Revision (CLOMR) and a Letter of Map Revision (LOMR) are now anticipated to be needed. Accordingly, the following additional services will be provided:

- Collect and organize available data and effective shapefiles. Conduct a field investigation to supplement survey and verify drainage patterns and model parameters. Coordinate with the Town of Holly Springs on the preference for use of an Effective or a Preliminary HEC-RAS model.
- Develop an Existing Conditions model in HEC-RAS upstream of HEC-RAS cross-section 18134.9 including the addition/deletion of cross-sections.
- Using the proposed design of stream crossings and drainage, develop the Revised HEC-RAS model. Make design recommendations to minimize impacts to the Base Flood Elevations and floodplain.
- Generate a Water Surface Elevation (WSEL) comparison table and map the proposed elevation changes. Review our subconsultant Three Oaks' HEC-RAS model narrative, and (if needed) map revisions for accuracy with the proposed design.
- Prepare and organize the CLOMR/LOMR package.

Assumptions

- Only the work required to modify cross-sections upstream of HEC-RAS cross-section 18134.9 for the Corrected Effective, Existing Conditions and Revised models are included in this scope and fee.
- It is assumed that any increases created by the four most upstream crossings will not affect the Base Flood Elevations at HEC-RAS cross-section 18134.9, so this scope and fee only includes map revisions to the tie-in point upstream of this cross-section. The map revisions for any increases caused by the greenway and/or its crossings downstream of HEC-RAS cross-section 18134.9 are not included in this scope and fee.
- The required designs, calculations and documentation needed for the CLOMR package (i.e. HEC-RAS model, narrative, cross-sections, survey) for the portion of greenway downstream of HEC-RAS cross-section 18134.9 will be provided.
- The development of the LOMR package after construction is included in this scope and fee. Please note that the culvert phasing is part of the erosion control design.
- Any requested assistance, reviews, and/or design outside of this scope will be handled through additional requests for contract amendments or other contract vehicles.
- The fee for this task does not include any permit or review fees. The Town of Holly Springs is responsible for permit and review fees.

Deliverables

- CLOMR/LOMR packages including the required forms, calculations and supporting calculations

Task 6: Structural Engineering Design

The original scope of services remains. However, Duke Energy has requested that an 8' wide box culvert be constructed for the Utley Creek crossing within their property. Our subconsultant SUMMIT will design and provide construction documents for this box culvert and wingwalls to meet NCDOT Specifications and Guidelines.

Task 7: 100% Design Phase

Due to the Town receiving NCDOT construction funding, the project being required to meet NCDOT LAP requirements, the addition of a greenway connection to the future Public Works facility, and multiple revisions after the 25% design plans were submitted, the previous scope is obsolete and will be replaced with the following:

7.1 Additional 25% Design Submissions

Three revisions to the 25% design submittal have been made per the request of the Town based on comments from Duke Energy.

7.2 Revise 25% Design Plans to NCDOT Format

Since the project needs to meet NCDOT plan format requirements due to the Town receiving NCDOT construction funding the following revisions to the current 25% Design Plan set are required:

- Title Sheet
 - The existing title sheet will be revised to meet NCDOT standards.
- Index of Sheets, General Notes, and Standard Drawings
 - Preparation of an Index of Sheets, General Notes, and Standard Drawings sheet.
- Conventional Symbols
 - The existing conventional symbols will be revised with the proper NCDOT border.
- Survey Control Sheets
 - Survey control sheets will be prepared to NCDOT standards.
- Pavement Schedule and Typical Sections
 - The existing pavement schedule and typical sections will be revised to NCDOT standards.
- Details
 - The existing detail sheets will be revised with the proper NCDOT border.
- Parcel Index Sheet
 - A parcel index sheet will be prepared in NCDOT format for parcels that require property acquisition.
- Plan Sheets
 - The existing plan sheets will be modified to meet NCDOT standards.
- Profile Sheets
 - The existing profile sheets will be modified to meet NCDOT standards.

- Pavement Marking Plans
 - Pavement markings plans will be created to NCDOT standards that will include the following:
 - Title Sheet – Which will include:
 - Roadway Standard Drawings
 - Pavement Marking Schedule
 - Notes
 - Index
 - Detail Sheets (If needed)
 - Pavement Marking Plan Sheets
- Signing Plans
 - Signing plans will be created to NCDOT standards that will include the following:
 - Title Sheet – Which will include:
 - Roadway Standard Drawings
 - Summary of Quantities
 - Notes
 - Index
 - Detail Sheets (If needed)
 - Signing Plan Sheets
- Cross-Section Index
 - A cross-section index sheet will be created to NCDOT standards.
- Cross-Section Summary
 - A cross-section summary sheet that provides approximate earthwork quantities will be created in NCDOT format.
- Cross-Sections
 - The existing cross sections will be modified to meet NCDOT standards on a NCDOT border.
- 25% Design Submission
 - A 25% Design Submission will be made to the Town and the Town will be responsible for uploading the submissions into the NC Enterprise Business Services (EBS) portal for NCDOT review. The Town will be responsible for downloading and sending comments that NCDOT uploads into the portal to the Consultant. It is assumed that all deliverables will be submitted in electronic format.

Task 7.2 Deliverables:

- 25% Design Plans in NCDOT Format

7.3 65% Design Phase

Since the project is going through the NCDOT review process, a 65% Design Phase submission will be provided. Work anticipated during the 65% design phase is as follows:

- Respond to and Address 25% Design Comments
 - One set of comments received from the 25% Design review process will be addressed and a response to comments memo will be prepared.

- Public Works Greenway Connection
 - The greenway connection to the future Public Works Facility will be designed and the required plan sheets modified.
- Addition Plan Set Sheets
 - Additional plan sheets to be included in this phase of design are as follows:
 - Greenway Earthwork Quantity Sheet
 - Drainage Summary Sheet (from Task 5)
 - Structure Plans and Details (from Task 6)
- Cost Estimate
 - The cost estimate will be revised based on the changes to the plans and updated pricing information.
- 65% Design Submission
 - A 65% Design Submission will be made to the Town and the Town will be responsible for uploading the submissions into the EBS portal for NCDOT review. The Town will be responsible for downloading and sending comments that NCDOT uploads into the portal to the Consultant. It is assumed that all deliverables will be submitted in electronic format.

Task 7.3 Deliverables:

- 65% Design Plans
- 65% Construction Cost Estimate
- 25% Design Response to Comments Memo

7.4 100% Design Phase

A 100% Design Phase submission will be provided. Work anticipated during the 100% design phase is as follows:

- Respond to and Address 65% Design Comments
 - One set of comments received from the 65% Design review process will be addressed and a response to comments memo will be prepared.
- Addition Plan Set Sheets
 - Additional plan sheets to be included in this phase of design are as follows:
 - Erosion Control Plans (Task 5). Contours will be created to be included in the Erosion Control Plans as part of task 7.4.
- Project Proposal
 - Alta will prepare a project proposal book to NCDOT LAP standards along with project specific special provisions.
- Cost Estimate
 - The cost estimate will be revised based on the changes to the plans and updated pricing information.
- 100% Design Submission
 - A 100% Design Submission will be made to the Town and the Town will be responsible for uploading the submissions into the EBS portal for NCDOT review. The Town will be

responsible for downloading and sending comments that NCDOT uploads into the portal to the Consultant. It is assumed that all deliverables will be submitted in electronic format.

Task 7.4 Deliverables:

- 100% Design Plans
- 100% Project Proposal
- 100% Construction Cost Estimate
- 65% Design Response to Comments Memo

Task 8: PS&E Design Phase

The original scope is obsolete and will be replaced with the following:

8.1 Respond to and Address 100% Design Comments

One set of comments received from the 100% Design review process will be addressed and a response to comments memo will be prepared.

8.2 PS&E Design Submission

A PS&E (Unstamped) Design Submission will be made to the Town and the Town will be responsible for uploading the submissions into the EBS portal for NCDOT review. The Town will be responsible for downloading and sending comments that NCDOT uploads into the portal to the Consultant. It is assumed that all deliverables will be submitted in electronic format.

8.3 Respond to and Address PS&E Design Comments

One set of comments received from the PS&E Design review process will be addressed and a response to comments memo will be prepared.

8.4 Final Design Submission

A Final (Stamped) Design Submission will be made to the Town and the Town will be responsible for uploading the submissions into the EBS portal for NCDOT review. It is assumed that no further comments will be received and the project will be ready for bidding.

Task 8 Deliverables:

- PS&E (Unstamped) Design Plans
- PS&E (Unstamped) Project Proposal
- PS&E Construction Cost Estimate
- 100% Design Response to Comments Memo
- Final (Stamped) Design Plans
- Final (Stamped) Project Proposal
- Final Cost Estimate
- PS&E Design Response to Comments Memo

Task 9: Public Involvement and Various Meetings

The original scope of services remains and has been partially completed.

Task 10: Bidding Services and Award Construction Contract (T&M)

The original scope is obsolete and will be replaced with the following:

The Alta team will work with the Town to publicly bid and award a construction contract. The project team understands that this work will occur after the Town receives NCDOT Construction Authorization. This work includes:

- Alta will assist the Town in an in-person pre-bid meeting, if desired.
- Provide clarifications, answer RFI's and issue addendums (assume a maximum of 2).
- Complete bid tabulation and certify for NCDOT approval.

Exclusions and Other Assumptions

Improvements such as amenity design, wayfinding, retaining walls, trail heads, landscaping, stream bank mitigation and stream buffer improvements are not anticipated to be needed and are not included in this scope.

The project will have impacts to existing wetlands and surface water features which will require various environmental permits. Construction land disturbance is expected to be more than 1 acre, so a North Carolina Department of Environmental Quality (NCDEQ) Erosion and Sediment Control Certificate of Approval will be required.

The Town will provide all coordination and land acquisition services with Duke Energy, private property owners, and NCDOT to acquire a NCDOT ROW Certification. As such, those services are not included in the scope.

Table 1 - Schedule of Fees and Charges

Task	Original Fee	Contract	Amendment #1 Fee	Total Fee
Task 1: Location Surveys	\$65,368.16		\$27,225.00	\$92,593.16
Task 2: Geotechnical Services	\$32,848.00		\$8,160.00	\$41,008.00
Task 3: Environmental Survey and Documentation	\$13,164.70		\$16,711.91	\$29,876.61
Task 4: 25% Design Phase	\$47,041.00		\$0.00	\$47,041.00
Task 5: Hydrologic/Hydrologic Analysis and Design and Erosion Control Design	\$84,484.00		\$37,890.00	\$122,374.00
Task 6: Structural Engineering Design	\$24,350.00		\$15,794.00	\$40,144.00
Task 7: 100% Design Phase	\$33,542.00		\$85,504.00	\$119,046.00
Task 8: PS&E Design Phase	\$12,002.00		\$5,238.00	\$17,240.00
Task 9: Public Involvement and Various Meetings	\$6,806.00		\$0.00	\$6,806.00
Task 10: Bidding Services and Award Construction Contract (T&M)	\$4,996.00		\$3,594.00	\$8,590.00
Total	\$324,601.86		\$200,116.91	\$524,718.77

LEGEND

- Proposed Route
- Utley Creek Phase 1
- Morgan Park Stub
- Sidewalk Connections

Future Public Works
Operations Campus



to Braxton Village
Mon May 11 2020

Imagery © 2020 Nearmap, HERE

500 ft



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 10.

Consent Agenda

Title: Engineering Design & Construction Standards Supplement #8

Strategic Priority Area: Responsible & Balanced Growth

Safe & Friendly

Staff Resource: Sara Emig, Utilities and Infrastructure, Kendra Parrish, Utilities and Infrastructure

Action(s):

Approve Supplement #8 to the Engineering Design and Construction Standards (ED&CS).

Explanation:

- The Utilities and Infrastructure department is requesting approval of Supplemental #8 to the Engineering Design and Construction Standards (ED & CS).
- These updates provide additional clarity about the requirements for design and construction of infrastructure to ensure best, up-to-date materials and practices for efficient operation and maintenance.
- Supplement #8 to the ED & CS includes:
 - Updates to various abbreviations and terms used within the standards for clarification of terminology
 - Addition of pedestrian crossing requirements at all traffic signal locations to ensure pedestrian safety
 - Update of SCADA equipment requirement due to change of vendor
 - Stormwater section additions and clarifications to requirements for emergency spillways, storm drainage pipes, and flood plain standards
 - Clarification that speed hump detail is for repair and replacement use only, since they are not permitted for new implementations
 - Update to temporary blow off assembly detail to specify acceptable use of full-size gate valve
 - Add standard vertical bend detail with specification of acceptable use when required due to mitigating factors

Background:

- The Engineering Design and Construction Standards (ED&CS) are the specifications required by the Town as minimum standards for construction of public infrastructure, including but not limited to utilities, roadways, and greenways.
- Both private development and capital improvements are required to adhere to these standards to ensure a quality product is received upon acceptance into the town-maintained public infrastructure system.

- Establishing and consistently enforcing these requirements results in infrastructure that is more efficient and cost effective to maintain.
- Design and construction best practices and materials are constantly evolving and improving in quality, availability, and efficiency.
- Town staff from multiple departments regularly review and contribute updates to the standards to reflect current construction materials and best practices.

Funding Source(s):

N/A

Attachment(s):

1. supplement 8 log

Engineering Construction and Design Standards
Supplement # 8 Log - July 2023

Section	Sub-Section	Item	Description
1.00 Definitions and Abbreviations	1.02 Abbreviations	N/A	Updated abbreviation for National Fire Protection Association from NFIPA to NFPA
3.00 Streets, Driveways, and Parking Lots	3.09 Pedestrian Crossing	D. Pedestrian Crossings	Add "All locations that require traffic signals are also required to install signalizes pedestrian crossings per NCDOT Standards and specifications. Signalized pedestrian crossings shall be included in the NCDOT approved signal plans."
6.00 Water Distribution	6.07 Automatic Fire Sprinkler Systems	G. Access	Provide specification that the "Knox Box" is a key box entry system per North Carolina Fire Codes.
7.00 Sanitary Sewer	7.07 Wastewater Pump Stations	S. Equipment Manufacturer List	Updated manufacturer from Micro-Comm, Inc. to current vendor Custom Controls Unlimited.
8.00 Stormwater Design	8.03 Post-Construction Stormwater Management	E. Structural & Non Structural Best Management Practices	Updated nomenclature from outdated BMP term in reference to design manual. Added "emergency Spillways shall be armored to the toe-of-slope or existing ground"
	8.06 Storm Drainage Design	D. Storm Drainage Piping	Added specification to Table 8.06C on pipe material (private property) "Pipes shall meet all load requirements"
		I. Inspections & Testing	Removal of sentence which is irrelevant to storm drainage " Sanitary sewer service connections shall be visually inspected prior to backfilling."
	8.08 Flood Plain Standards	N/A	Added new section for clarification flood plain standards with the following items. "1. Fill is not allowed in any flood plain for the purpose of residential development or construction of stormwater control measures. 2. Road crossings are allowed in flood plain. It must be demonstrated that any proposed fill does not increase base flood elevation on any existing structures."

Revised DETAILS	Name
HS342	Note added to detail for special use case of repair and replace only since speed humps are no longer approved for implementation.
HS605	Revised Temporary Blow off Assembly to specify acceptable use of full size gate valve.
HS635	New Detail for Standard Vertical Bend with specification of acceptable use.



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 11.

New Business

Title: Amendment to Annexation Ordinance A22-01

Strategic Priority Area: Organizational Excellence

Staff Resource: Sean Ryan, Development Services

Action(s):

Adopt Annexation Ordinance 22-01.1, correcting the acreage of the parcel annexed on August 16, 2022.

Explanation:

- Staff identified an error by the applicant's surveyor in the acreage provided on the original map recorded for Annexation 22-01.
- The mapped area is correct; however, the area calculated by the surveyor within the mapped area included the error. This correction updates the calculated acreage only.
- The applicant provided a new map with the corrected acreage.
- The initial calculated acreage was 120.76 acres. The corrected calculated acreage is 86.94 acres.
- This action corrects the annexation ordinance to match the corrected acreage and refer to the proper Book of Maps page where the map is recorded with the Register of Deeds.

Background:

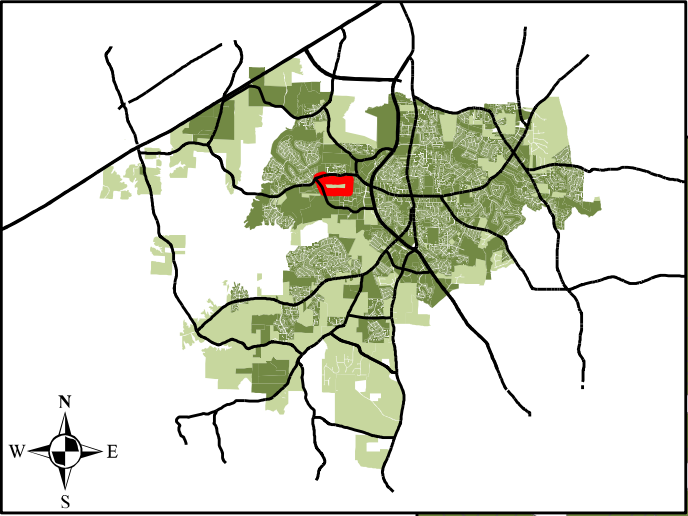
- Annexation 22-01, Green Oaks Tech Center, was adopted on August 16, 2022.
- The official mapping provided by the applicant and recorded with the Register of Deeds noted an incorrect acreage for the project.
- Staff discovered the discrepancy and requested a new, corrected, acreage on the official maps from the applicant.

Funding Source(s):

N/A

Attachment(s):

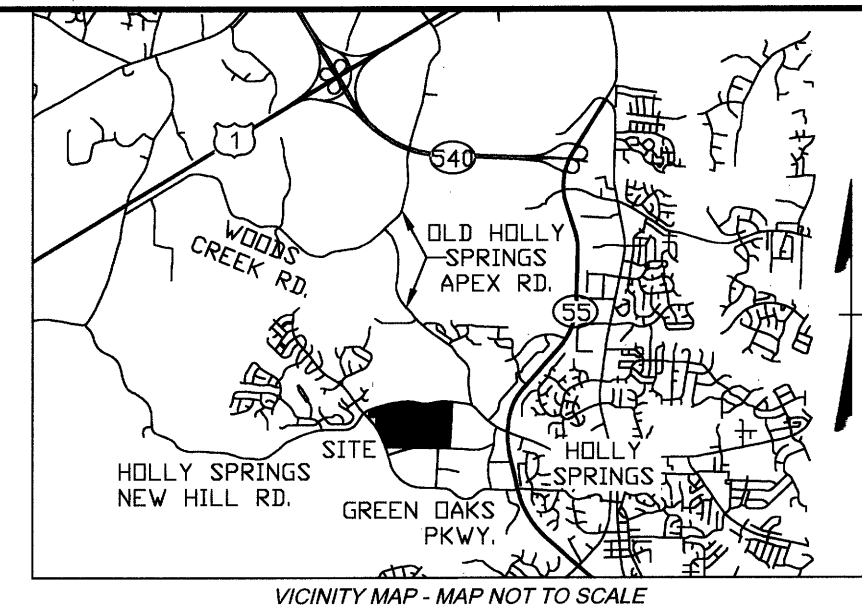
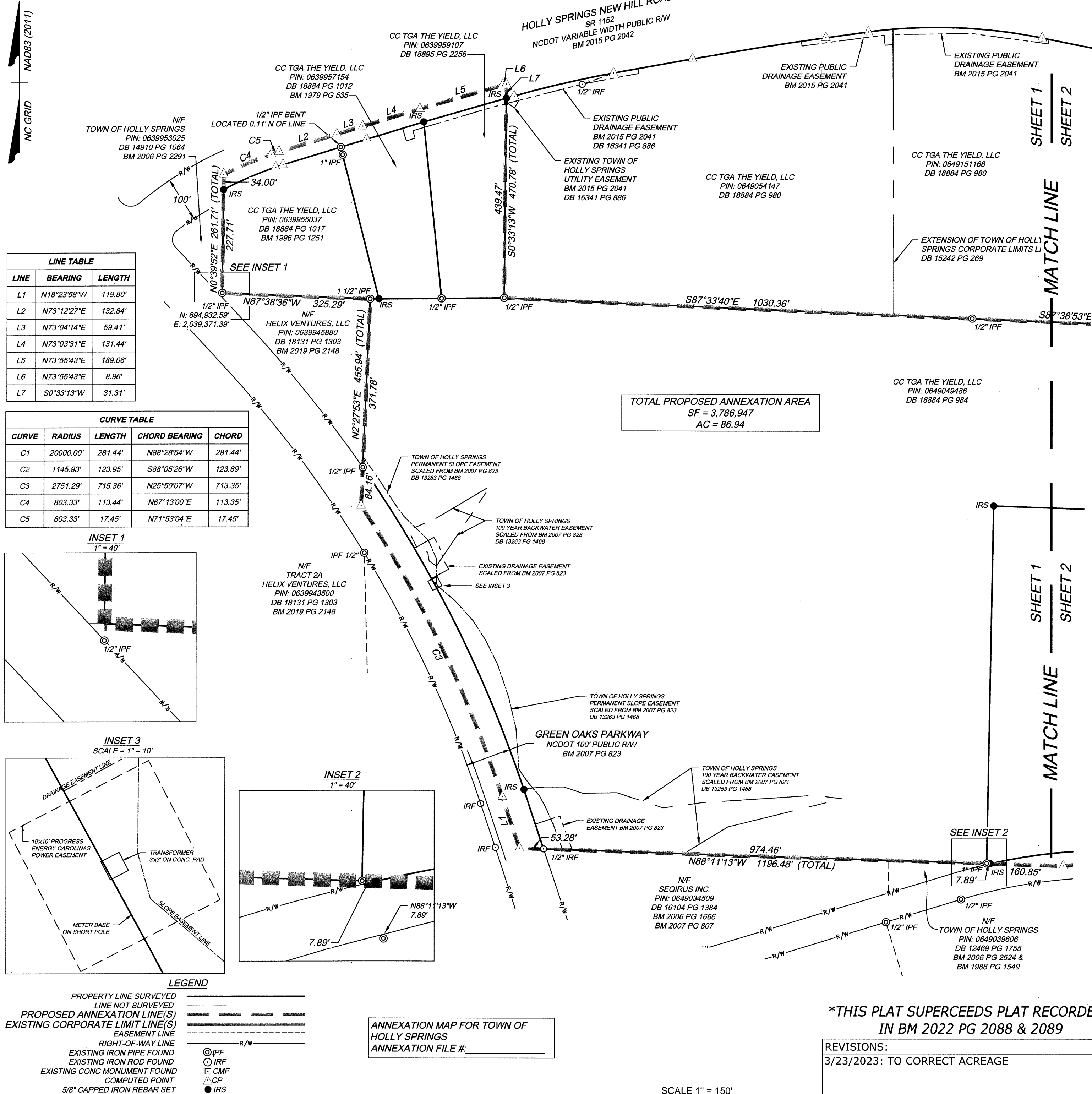
1. A22-01.1_map
2. AP22-01 -Corrected Plat - Recorded
3. A22-01 Green Oaks Tech - Amended Ordinance - Draft final



Legend

-  **Annexation**
-  **Property Site**
-  **Subdivisions**
-  **Lakes**
-  **Town Limits**
-  **ETJ**
-  **Short Range**
-  **Urban**
-  **Service Area**

Y:\2023\50490-Green_Oaks_West_TOPO_AKA the YIELD 2.0\DWG\50490V-LXPANNEX_REV.dwg | Plotted on 3/23/2023 9:33 AM | by Giovanni Canuto



WAKE COUNTY, NC 79
TAMMY L. BRUNNER
REGISTER OF DEEDS
PRESENTED & RECORDED ON
06/29/2023 16:16:56
BOOK:BM2023 PAGE:01136

Certificate of Review Officer

State of North Carolina
County of Wake
Cheryl Caines, Review Officer of Wake County,
certify that the map or plat to which this certification is affixed
meets all statutory requirements for recording.
Cheryl Caines, 6-29-23
Review Officer Date

The subdivider shall file the approved Plat with the Register of Deeds
of Wake County within sixty (60) days of final approval; otherwise such
approval shall be null and void.

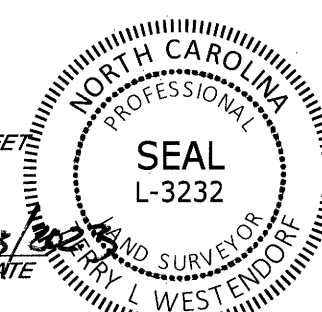
SURVEY NOTES:

- ANNEXATION SURVEY FOR CRESCENT AQUISITIONS, LLC.
- THIS PROPERTY LIES IN ZONE X, NOT A SPECIAL FLOOD HAZARD AREA
PER FIRM MAP NUMBER #3720064900J, PANEL 0649, EFFECTIVE DATE MAY
02, 2006 AND FIRM #3720062800J, PANEL 0628, EFFECTIVE DATE MAY 02,
2006.
- HORIZONTAL CONTROL IS BASED ON NC STATE GRID, NAD83 (2011) AS
DETERMINED BY GPS. ALL DISTANCES ARE GROUND DISTANCES.
- NOT ALL IMPROVEMENTS TO THIS PROPERTY HAVE BEEN SHOWN.
- AREA COMPUTATION IS BY THE COORDINATE METHOD.
- THIS SURVEY WAS COMPLETED USING CURRENT RECORD DOCUMENTS
AND CHICAGO TITLE COMPANY, TITLE COMMITMENT NUMBER 21-01835CH.

SURVEYOR CERTIFICATION

I, TERRY L. WESTENDORF, PLS CERTIFY THAT THIS PLAT WAS DRAWN UNDER
MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION
FROM REFERENCES AS NOTED ON SAID MAP; THAT THE BOUNDARIES NOT
SURVEYED ARE CLEARLY INDICATED AS DASHED LINES; AND DRAWN FROM
INFORMATION AS INDICATED UNDER REFERENCES; THAT THE RATIO OF
PRECISION AS CALCULATED IS GREATER THAN 1:10,000; THAT THIS PLAT
WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.
THE FOLLOWING INFORMATION WAS USED TO PERFORM GPS SURVEY:
(1) CLASS OF SURVEY: "CLASS A"
(2) POSITIONAL ACCURACY: 0.04'
(3) TYPE OF GPS FIELD PROCEDURE: NCVRS
(4) DATE OF SURVEY: 3/18/2021
(5) DATUM/EPOCH: NAD83 (2011) - EPOCH 2010.00
(6) PUBLISHED/FIXED-CONTROL USE: NCVRS
(7) GEOID MODEL: 2012 (CONUS)
(8) COMBINED GRID FACTOR(S): 0.999989796
(9) UNITS: US SURVEY FEET

THAT THE SURVEY IS OF AN EXISTING PARCEL OR
PARCELS OF LAND OR ONE OR MORE EXISTING
EASEMENTS AND DOES NOT CREATE A NEW STREET
OR CHANGE AN EXISTING STREET.



PLAT OF CORRECTION FOR
CRESCENT AQUISITIONS, LLC
HOLLY SPRINGS NEW HILL ROAD
HOLLY SPRINGS, NORTH CAROLINA

THIS PLAT SUPERCEEDS PLAT RECORDED
IN BM 2022 PG 2088 & 2089

REVISIONS:	HOLLY SPRINGS TOWNSHIP	WAKE COUNTY
3/23/2023: TO CORRECT ACREAGE	DATE: 2/15/2022	SCALE: 1" = 150'
	SHEET 1 OF 2	J.N.:50490
	DRAWN BY: GC	CHECK BY: MWW
	FIELD EDIT BY: ZH on 3/17/2021	
	MAP CHECKED BY: GC on 2/15/2022	

RECORDED IN BOOK OF MAPS 2023, PG 1136 OF THE WAKE COUNTY REGISTRY

THIS DRAWING PREPARED AT THE
RALEIGH OFFICE
5410 TRINITY ROAD, SUITE 102 | RALEIGH, NC 27607
TEL 919.866.4551 FAX 919.859.5653 www.timmons.com
NORTH CAROLINA LICENSE NUMBER C-1652

YOUR VISION ACHIEVED THROUGH OURS.

Site Development Residential Infrastructure Technology

TIMMONS GROUP

Y:\023\0490-Green_Oaks_West_TOPO_AKA the YIELD 2.0\DWG\50490V-XPANNEX_REV.dwg | Plotted on 3/23/2023 9:33 AM | by Giovanni Canuto

LINE TABLE		
LINE	BEARING	LENGTH
L1	N18°23'58"W	119.80'
L2	N73°12'27"E	132.84'
L3	N73°04'14"E	59.41'
L4	N73°03'31"E	131.44'
L5	N73°55'43"E	189.06'
L6	N73°55'43"E	8.96'
L7	S0°33'13"W	31.31'

CURVE TABLE				
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	20000.00'	281.44'	N88°28'54"W	281.44'
C2	1145.93'	123.95'	S88°05'26"W	123.89'
C3	2751.29'	715.36'	N25°50'07"W	713.35'
C4	803.33'	113.44'	N67°13'00"E	113.35'
C5	803.33'	17.45'	N71°53'04"E	17.45'

LEGEND

PROPERTY LINE SURVEYED

LINE NOT SURVEYED

PROPOSED ANNEXATION LINE(S)

EXISTING CORPORATE LIMIT LINE(S)

EASEMENT LINE

RIGHT-OF-WAY LINE

EXISTING IRON PIPE FOUND

EXISTING IRON ROD FOUND

EXISTING CONC MONUMENT FOUND

COMPUTED POINT

5/8" CAPPED IRON REBAR SET

IPF

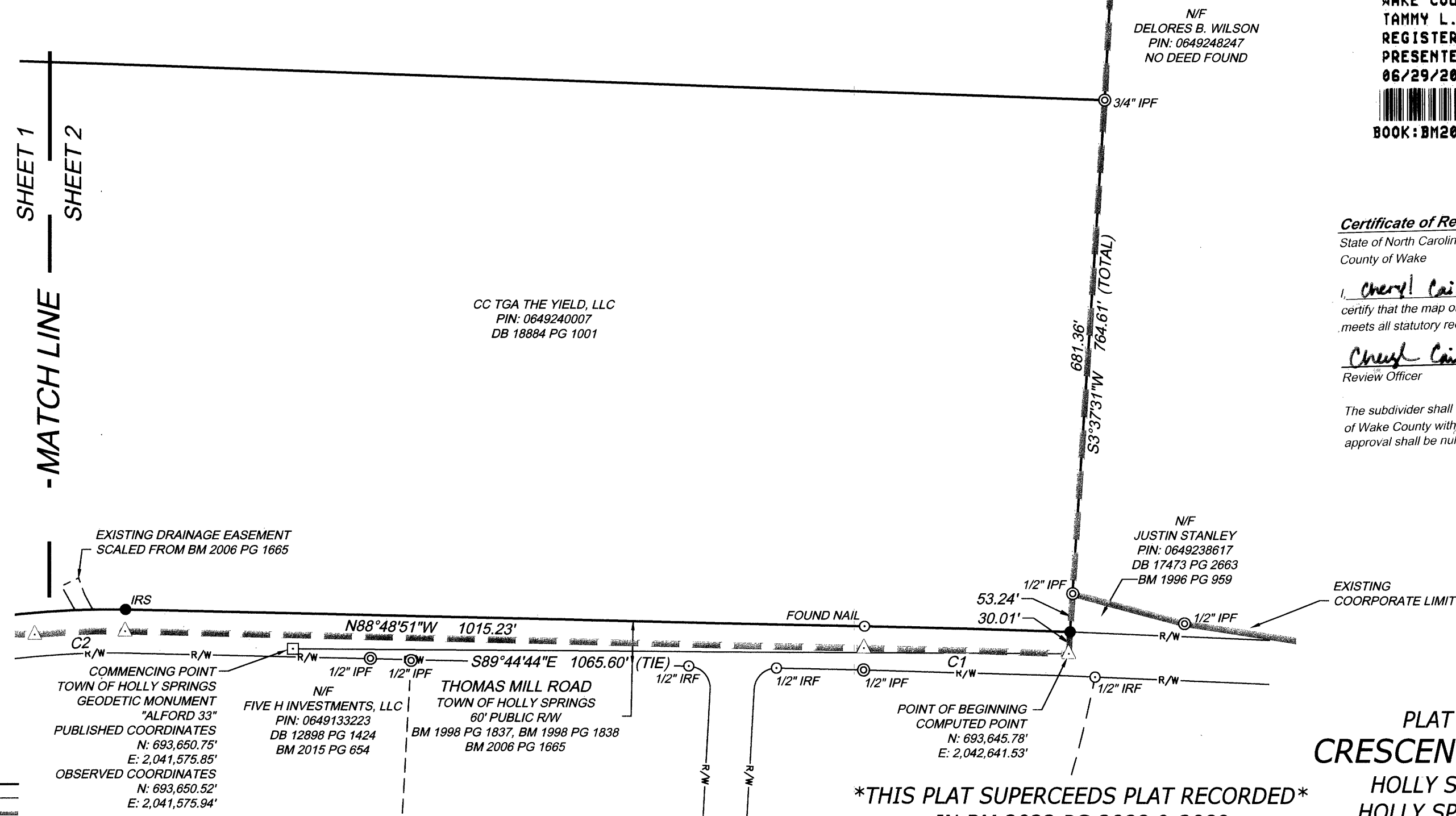
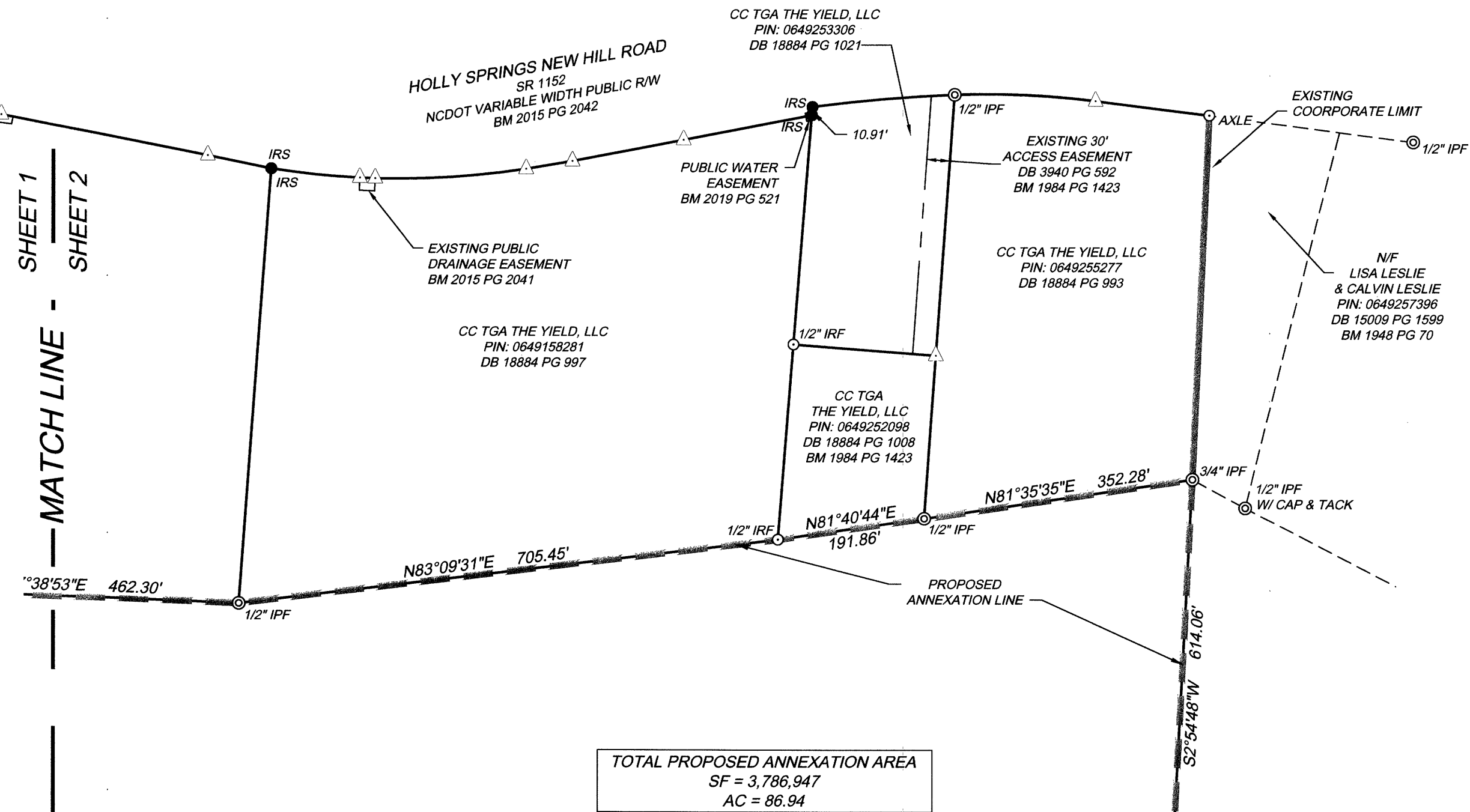
IRF

CMF

CP

IRS

R/W



WAKE COUNTY, NC 80
TAMMY L. BRUNNER
REGISTER OF DEEDS
PRESENTED & RECORDED ON
06/29/2023 16:16:56
BOOK: BM2023 PAGE: 01137

Certificate of Review Officer

State of North Carolina
County of Wake
Cheryl Caines, Review Officer of Wake County,
certify that the map or plat to which this certification is affixed
meets all statutory requirements for recording.
Cheryl Caines 6-29-23
Review Officer Date

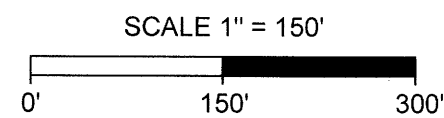
The subdivider shall file the approved Plat with the Register of Deeds
of Wake County within sixty (60) days of final approval; otherwise such
approval shall be null and void.



PLAT OF CORRECTION FOR
CRESCENT AQUISITIONS, LLC
HOLLY SPRINGS NEW HILL ROAD
HOLLY SPRINGS, NORTH CAROLINA

REVISIONS:	HOLLY SPRINGS TOWNSHIP	WAKE COUNTY
3/23/2023: TO CORRECT ACREAGE	DATE: 2/15/2022	SCALE: 1"= 150'
	SHEET 2 OF 2	J.N.:50490
	DRAWN BY: GC	CHECK BY: MWW
	FIELD EDIT BY: ZH on 3/17/2021	
	MAP CHECKED BY: GC on 2/15/2022	

RECORDED IN BOOK OF MAPS 2023, PG 137 OF THE WAKE COUNTY REGISTRY



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NORTH CAROLINA LICENSE NUMBER C-1652

YOUR VISION ACHIEVED THROUGH OURS.

Site Development Residential Infrastructure Technology



Annexation Ordinance No.: **A22-01.1**

Please mail after recordation to:

Town of Holly Springs
Town Clerk's Office
P. O. Box 8
Holly Springs, NC 27540

An Ordinance to Amend Annexation ordinance A22-01

~~**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;~~

WHEREAS, the Town Council adopted Annexation Ordinance A22-01 on August 16, 2022;

WHEREAS, it was after discovered that the total acreage stated did not match the acreage as shown on the map and a correction needs to be made;

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 18th day of July, 2023.

The attached Annexation Ordinance A22-01 ("Exhibit A") is hereby amended as shown, with a strikethrough deleting the text and the underlined text replacing.

Section 2. The effective date of the changes is *nunc pro tunc* to the effective date of the original ordinance, to wit: August 16, 2022.

Adopted this, the 18th day of July, 2023.

ATTEST TO:

Linda C. McKinney, Town Clerk

Sean Mayefskie, Mayor

EXHIBIT A

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 July 18, 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 18th day of July, 2023

Linda C. McKinney, Town Clerk

EXHIBIT A



Annexation Ordinance No.: **A22-01**

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 16th day of August, 2022.

Being 420.76 86.94 +/- acres located at the intersections of Green Oaks Parkway, Holly Springs New Hill Road, and Thomas Mill Road, as shown on the map recorded in Book of Maps 2022 2023, Page 2088 & 2089 1137 in the Wake County Register of Deeds office.

Adopted this, the 16th day of August, 2022.

ATTEST TO:

EXHIBIT A

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 July 18, 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 18th day of July, 2023

Linda C. McKinney, Town Clerk



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 12.

Consent Agenda

Title: Rescind Holly Springs Road West Design Contract

Strategic Priority Area: Responsible & Balanced Growth

Staff Resource: John Schifano, Town Attorney

Action(s):

Rescind Approval of the Kimley-Horn Design Contract for Holly Springs Road (West) previously approved by Town Council on June 6, 2023.

Explanation:

- On June 6, 2023, the Town Council approved a design contract with Kimley-Horn in the amount of \$2,200,000 for the engineering design work for the Holly Springs Road (West) project.
- The Project includes widening of Holly Springs Road from Main Street to NC 55/GB Alford Road.
- Due to recent, increased property acquisition costs for the Holly Springs Road (East) widening project, the Town Manager recommends delaying execution of the Holly Springs Road (West) design contract in order to reallocate some funds to complete the required property acquisitions on the Holly Springs Road (East) segment.
- Staff will return to Town Council when replacement design funds for Holly Springs Road (West) can be identified. This requested action is in no way a reflection on the selected design consultant's ability to fulfill the original design contract.

Background:

- Project limits for the Holly Springs Rd. (West) segment are from NC 55 to Main Street.
- The project will be the third & final improvement phase to Holly Springs Rd. widening from NC 55 to Sunset Lake Rd.
- At the 2023 Mayor/Town Council Retreat, Council provided guidance to staff and endorsed a funding strategy for the planning, design, and construction of the "West" portion of Holly Springs Rd. improvements.
- Land acquisition (Right-of-way) and construction are currently not funded for the Holly Springs Road (West) segment.
- This action does not impact current design efforts on the Holly Springs Rd. (Central) segment.

Funding Source(s):

Community Investment Plan (allocated fund balance previously dedicated to Holly Springs Road widening projects)

Attachment(s):

Town Council Business Meeting
July 18, 2023

None



Holly Springs Planning Board

Planning Board Meeting Agenda Cover Sheet

Agenda Item#: 13.

Title: Duke Operations & Training Center Development Plan 22-DP-09 - Quasi-Judicial Public Hearing

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

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

Action(s):

- Conduct Quasi-judicial Public Hearing.
- Make and accept the Findings of Fact for consideration of and to approve/deny Development Plan 22-DP-09 with the conditions stated herein

Explanation:

- This agenda item was continued from the June 20, 2023 Town Council meeting to allow the applicant to address issues with serving adjacent sites with sanitary sewer. Staff is recommending Town Council approve the Development Plan. However, final details of an amended developer agreement is forthcoming and is anticipated to be shared for consideration at the August 15 Town Council meeting.
- A new Unified Development Ordinance (2022 UDO) was effective March 1, 2022. Over the next 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 utilized to specify the UDO version (2002 or 2022) and the approval type that the Council is considering for each respective case.
 - Applicable Ordinance: 2022 UDO
 - Process: Quasi-Judicial, Development Plan
- A Development Plan has been submitted for the Duke Energy Progress Operations and Training Center in the HI-CD Heavy Industrial Conditional Zoning District.
- The site is located on 87.07 acres at 101 Cinder Station Road.
- The proposed plan includes two separate buildings for both the Operations and the Training center. Additional structures onsite include a climbing barn and storage yard.
- A connection will be made to the existing watermain in Woods Creek Road. The watermain will be extended with the development of this project down the length of the proposed Cinder Station Road.
- A connection will be made to the existing reclaimed watermain in Woods Creek Road. The reclaimed watermain will be extended with the development of this project down the length of the proposed Cinder Station Road.
- A connection will be made to an existing sanitary sewer stub from the Carolina Springs Development. The proposed gravity sewer main servicing this development will run parallel to Woods Creek Road approximately 170' before ultimately crossing under the road to tie into the existing sanitary sewer draining to the Carolina Springs Pump

Station.

- With this development, the existing Woodfield Deadend Road Extension is to be abandoned and removed. A new roadway outlined on the Comprehensive Transportation Plan is proposed to set up for future connection.
- The Town's UDO requires right-of-way dedication and thoroughfare widening across the project street frontage of Woods Creek Rd to meet ½ of the ultimate street cross section, including a 10' sidepath, in accordance with the CTP.
- The Town's CTP requires right-of-way dedication and the construction of a roadway across the property to provide future connectivity.

Planning Board Recommendation

The Planning Board discussed the following issues and concerns on May 23, 2023:

- The estimated number of workers at the facility (95 daily with 120 during training).
- Clarified that this site is not be open to the general public.
- Ensured EV parking is provided.

Planning Board Recommendation:

The Planning Board recommended approval (9-0).

Background:

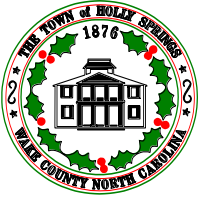
- The applicant entered into a Development Agreement with the Town during the Rezoning phase for the following terms:
 - Cost share of infrastructure related to development of Fire Station #3 and Duke Energy Operations & Training Center (up to \$585,000)
 - Duke agrees to accept excess cut material (approximately 27,000 cubic yards) meeting Duke's requirements from the Town at no cost to the Town.
 - Duke will not be required to dedicate right-of-way, construct, or pay a fee in lieu of constructing the remainder of Cinder Station Road Extension to the property line.
- A revision to the Development Agreement approved on March 21, 2023 is being renegotiated and will include a modification of the sewer delivery method to the Town's Fire Station Site and related reimbursement modification to the benefit of the town and changes to the terms associated with the soil composition to be accepted by Duke from the town's project.
- The property was rezoned from RR Rural Residential to HI-CD Heavy Industrial Conditional Zoning District on March 21, 2023.
- The site was annexed into Town limits and assigned to the RR Rural Residential Zoning District on January 17, 2023.

Funding Source(s):

N/A

Attachment(s):

1. 22DP09_DukeOperationsCenter_PBStaffRpt
2. 22DP09_DukeApplication
3. 22DP09_DukeOperations_Plans
4. 22DP09_DukeOps_Proposed Motions and Conditions



Town of Holly Springs Staff Report to the Planning Board

REQUEST FOR DEVELOPMENT PLAN APPROVAL Duke Energy Operations Center 22-DP-09

APPLICANT(S):

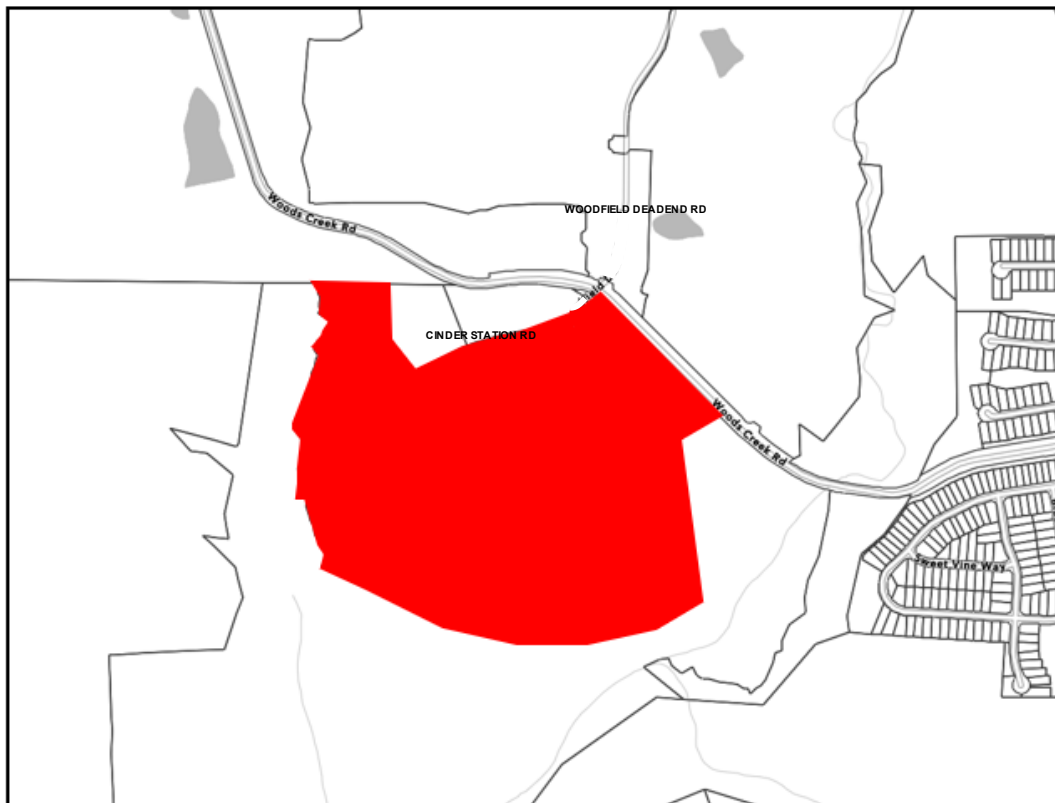
Laura Holloman
McAdams
One Glenwood Ave, Ste. 201
Raleigh, NC 27603

DEVELOPER(S):

Duke Energy Progress, Inc
Tax Dept – DEC41B
550 S Tryon St
Charlotte, NC 28202

OWNER(S):

Duke Energy Progress, Inc
Tax Dept – DEC41B
550 S Tryon St
Charlotte, NC 28202

LOCATION:

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

ANTICIPATED REVIEW SCHEDULE:

Planning Board: May 23, 2023
Town Council: June 20, 2023

STAFF CONTACTS: Cheryl Caines, Senior Planner
Catherine Jacobs, Engineering Manager

ATTACHMENTS: Petition and Development Plans

PARCEL INFORMATION			
OWNER	PARCEL #	ZONING	AREA
Duke Energy Progress Inc	0730511581	HI-CD Heavy Industrial Conditional Zoning District	87.07 acres ±
TOTAL			87.07 acres ±

ADJACENT PROPERTY SITE DATA		
	ZONING	EXISTING LAND USE
Subject Property	HI-CD Heavy Industrial Conditional Zoning District	Vacant
North	Right-of-Way; Carolina Springs PUD; RR – Rural Residential	Woods Creek Rd (SR 1154); Woods Creek Elementary School (Future); Fire Station #3
South	R-80 (Wake County)	Vacant
East	R-80 (Wake County)	Vacant
West	R-80 (Wake County)	Vacant

PROPERTY HISTORY

Annexation History

Annexation Number: A22-07

Approved by Town Council on: January 17, 2023

Rezoning History

Rezoning Number: A22-07

Original Zoning: R-80 (Wake County)

Proposed Zoning: RR Rural Residential
(Assigned at Annexation)

Approved by Town Council on: January 17, 2023

Rezoning Number: 22-REZ-08

Original Zoning: RR Rural Residential

Proposed Zoning: HI-CD - Heavy Industrial –
Conditional Zoning District

Approved by Town Council on: March 21, 2023

Historic Use of the Property

The property is identified in the 2016 survey of Holly Springs as having a potential historic structure. According to the survey, the potential historic resource is identified as Shearon Harris Project Houses. The applicant submitted a letter from North Carolina Department of Natural and Cultural Resources State Historic Preservation Office which indicated a cemetery may be present on the site. There are no existing structures. An existing Cemetery will be relocated.

DEVELOPMENT AGREEMENT SUMMARY

The applicant entered into a Development Agreement with the Town during the Rezoning phase for the following terms:

- Cost share of infrastructure related to development of Fire Station #3 and Duke Energy Operations & Training Center (up to \$585,000).
- Duke agrees to accept excess cut material (approximately 27,000 cubic yards) meeting Duke's requirements from the Town at no cost to the Town.
- Duke will not be required to dedicate right-of-way, construct, or pay a fee in lieu of constructing the remainder of Cinder Station Road Extension to the property line.

PROJECT OVERVIEW

A Development Plan has been submitted for the Duke Energy Progress Operations and Training Center in the HI-CD Heavy Industrial Conditional Zoning District located on 87.07 acres at 101 Cinder Station Road. The proposed plan includes two separate buildings for each the Operations and the Training center. Additional structures onsite include a climbing barn and storage yard.

STAFF ANALYSIS

Vision Holly Springs Comprehensive Plan

Section 1: Land Use & Character Plan

Growth Strategy Map:

The property is designated as Places to Transform. These areas will evolve over time in terms of land use mix, density and intensity, home choices, and transportation options. These are the areas where the Town should emphasize public and private investment — increasing allowable densities and intensities, adding infrastructure capacity, improving access from nearby neighborhoods, investing in the public realm, and encouraging private investment — to diversify the Town's development strategy and support continued growth and economic prosperity in the future.

Future Land Use:

The Future Land Use Plan has this property designated as Innovation Village. An Innovation Village abandons the idea of a conventional business or industrial park and imagines a mixed-use village that concentrates employment uses in a discernible center surrounded by one or more neighborhoods that support a variety of home densities and choices — including live-work units in the employment center. The design, scale, character, and intensity of development in the Innovation Village emphasizes technology, creativity, and innovation, and may support a corporate headquarters, research and development campus, manufacturing center, or other center of excellence and the nearby retail businesses and housing options needed for its employees.

Key characteristics include:

- Grid street patterns with high connectivity
- Sidewalks and bike facilities provide links to adjacent residential areas and a variety of commuting options
- Connected public open spaces throughout a walkable, activated environment
- Sensitivity to existing natural resources, large tree stands and drainage ways
- Building types vary and may include residential townhomes, live/work units and apartments or condominiums, in addition to mixed use commercial, retail, and office uses. Buildings should incorporate innovative design techniques and materials
- Most buildings should be 3-4 stories, though slightly taller buildings may be appropriate in the core, and shorter buildings along the edges

Important Themes for Transforming Holly Springs:

Seven important themes for Holly Springs are highlighted as high-priority principles for transforming the Town. The following theme(s) should be considered with this request in determining consistency with the Future Land Use designation of Innovation Village:

- Establish Mixed-Use Activity Centers Throughout Holly Springs – creating new activity centers in Town through mixed-use, walkable development
- Transitions – limiting intense or obtrusive operations of industrial development in proximity to adjacent neighborhoods

- More Transportation-Land Use Coordination in the Community – improve overall efficiency of the transportation system and promote livability

Specific Recommendations:

Several recommendations provide guidelines, targets, and priorities for shaping future growth and development in the community. The following recommendations should be considered with this request:

- Create an Interconnected Network of Green Space
- Build a Green Infrastructure Framework
- Promote Compact Mixed-Use Development in Appropriate Character Areas
- Improve Multi-Modal Connectivity Throughout the Town
- Increase Walkability
- Build a Community Attractive to Today's Businesses and Their Employees
- Coordinate with Large Land Owners in the Town's Western Planning Area
- Capitalize on Strategic Partnerships
- Build 'Smart Streets' in Proposed Innovation Villages on the Future Land Use Map

Development Standards (UDO and Conditional Zoning District)

Setbacks:

Required

Front: Minimum: 30'/Maximum: N/A
 Side Interior: 5'
 Side Corner: 30'
 Rear: 5'
 Adjacent to Residential/Commercial/Mixed-Use: 20'

Proposed setbacks satisfy the minimum requirements.

Building Height:

Maximum: 50'
 Proposed: 27' for Operations Center
 27' for Training Center
 47' for Climbing Barn
 50' for Training Pole

Gross Floor Area:

Maximum: No Maximum Floor Area

Proposed: Operations Center: 23,748 sf Office/ 18,175 sf Infrastructure
 Training Center: 18,329 sf
 Climbing Barn: 2,961 sf

Parking & Loading:

Required Off-Street Parking

Office Use minimum 2 spaces/1,000 sq ft; maximum 4 spaces/1,000 sq ft
 Infrastructure Use no minimum or maximum
 Total: 84 minimum/167 maximum (Operations Center: 48 minimum / 94 maximum;
 Training Center: 36 minimum / 73 maximum)

Proposed: 146 Total Spaces Proposed (including 1 Van ADA, 5 ADA, 8 EV, 21 EV Ready)

Outdoor Operations:

All Outdoor Storage shall be completely within an enclosed building or within a defined storage area in compliance with the following:

- Enclosed within a chain link, lattice, ornamental fence, solid walled, or similar type fenced area, including entry/exit gates made of materials compatible with the fence
- The height above grade of said fence shall be at least 6 feet and shall not exceed 20 feet
- Materials or products stored within the fenced storage area shall not exceed the height of the fence
- The fenced storage area shall be surrounded by landscaping installed in compliance with the requirements for a Type C Buffer.

Amount of Outdoor Storage and Operations

Maximum Allowed: 50% of total lot

Proposed: 14.13 acres (615,502.8 sf), which is approximately 16% of the site.

The proposed outdoor storage and operations area will be fenced. Black, vinyl coated security fencing is proposed in areas visible by site visitors with non-coated, chain link security fencing in other areas. All fencing is 7 feet high with 1 foot barbed wire extension for security. A 20-foot, Type C landscape buffer is provided along the site perimeter. Some areas include additional preserved trees.

Landscape Requirements:

Perimeter Buffers: 20 ft., Type C; additional landscape screening along the greenway

Foundation:

Required: One overstory tree for every 5,000 square feet of landscaped area outside the structure, parking area, or loading area, or one small tree, deciduous or evergreen, for every 3,000 square feet outside the structure, parking area, or loading area, or a proportional combination.

Proposed: 13 trees, 126 shrubs (Operations); 11 trees, 108 shrubs (Training)

Interior Parking Lot:

Required: 1 landscape island with one tree and 4 shrubs for every 10 parking spaces (146 spaces)

Proposed: 32 trees, 30 landscape islands total

Street Trees: A variety of street trees are proposed including Trident Maple, Green Vase Zelkova, American Hornbeam, and Freeman's Maple.

Open Space Requirements

Required: A minimum of 3% open space (2% active recreation area; 1% flexible space) or 2.61 acres. No minimum tree preservation area is required.

Proposed: 2.51 acres of active recreation area with a mulched pedestrian pathway is proposed along with 33.47 acres tree preservation area.

General Regulations

Accessory Structures not subject to materiality, horizontal variation, vertical variation, roof expression, façade activation, transparency, human scale elements and public realm standards per Conditional Zoning District.

Fences: 7' Black Security Fence, with 1' Barbed Wire Extension around site. The proposed fencing is exempt from material requirements if as it is not visible from the Right-of-Way or any adjacent Residential Use Districts.

Trash Containers: All proposed dumpsters are located outside the front yard and setbacks and screened with enclosures.

Architectural and Site Design Requirements

Façade Key Elements per Conditional Zoning District

Vehicle Facing Areas (service areas or those only visible by users)

- Concrete base provided at a height of 2' around columns
- No minimum fenestration percentage
- Attractive use of durable, easy to maintain materials (formed panels, concrete)

Pedestrian Facing Areas (parking lots, streets, entry points)

- Awning over main and employee entrances will extend depth of door swing (3')
- Minimum fenestration 10%
- Building elevations to focus glazing in internal work spaces

Proposed Facades: Proposed elevations demonstrate compliance with these requirements.

Building Materials, Colors, and Textures

Materials per Conditional Zoning District

Type I Materials

- Glazing
- Brick
- Formed Metal (vehicle facing facades)
- MCM and Striated MCM - Metal Composite Material (pedestrian and vehicle facing facades)

Type II Materials:

- Formed Metal (Pedestrian Facing)

Proposed Materials include brick, windows, and metal panels/coping on pedestrian facing facades. Vehicle facing facades include formed metal and windows. Materials provide a variety of textures and colors.

Bulk & Massing:

Horizontal Variation: a discernable base, middle, and top are proposed through the use of different materials and colors.

Vertical Variation: discernable building bays are proposed through material changes and façade articulation. An alternate building bay width of 75' versus 50' is allowed by UDO because 1 additional human scale element along the façade is proposed beyond the minimum 2 elements.

Roof Expression:

Variation in roofline is proposed. An alternate maximum for continuous roofline of 100' is allowed by UDO because 1 additional human scale element along the façade is proposed beyond the minimum 2 elements.

Façade Activation:

Blank walls may not exceed 20 feet in any direction. Two continuous or repeating details (human scale elements) shall be incorporated within the first 15 feet of the building façade. The proposed design includes four human scale elements to allow for alternate Vertical Variation and Roof Expression. These elements include vertical reveals, horizontal reveals, punched openings/windows, and awnings over entries.

Glazing (windows and glass doors) is proposed with the majority on the pedestrian facing facades. The minimum requirement is 10% on the ground floor and 0% on upper levels. A minimum of 17% is proposed for the ground floor.

Lighting: Will be provided with Civil Construction Drawings.

Pedestrian Circulation and Vehicular Area Design (UDO Section 8)

Per the Conditional Zoning District, the project shall not be subject to UDO Section 8.4.B.3 related to street, sidewalk, sidepath, and greenway systems that maximize connectivity internally and to adjacent streets and greenways. Access drives and a sidewalk connecting to Cinder Station Road are proposed. An internal pedestrian system connecting parking areas to building entries is also proposed.

PARKS & RECREATION

Greenways (UDO Section 7.6):

The Town's UDO requires all land proposed for development where a Greenway or Sidepath is indicated in the Comprehensive Plan to construct the Greenway or Sidepath in compliance with Town standards. The Town's Active Transportation Plan, in Section 2 of the Town Comprehensive Plan, shows a 10' Sidepath requirement for the Woods Creek Rd frontage of this proposed development as well as a 10' Greenway connecting to Woods Creek Rd from the south.

The applicant has shown a 10' Sidepath extending across the project frontage on Woods Creek Rd, and had extended the Sidepath to meet an already planned 10' Greenway being constructed as part of the Carolina Springs development.

CIVIL IMPROVEMENTS

Potable Water:

With this development, connection will be made to the existing watermain in Woods Creek Road. The watermain will be extended with the development of this project down the length of the proposed Cinder Station Road.

Reclaimed Water:

With this development, connection will be made to the existing reclaimed watermain in Woods Creek Road. The reclaimed watermain will be extended with the development of this project down the length of the proposed Cinder Station Road.

Sanitary Sewer:

With this development, connection will be made to an existing sanitary sewer stub from the Carolina Springs Development. The proposed gravity sewer main servicing this development will run parallel to Woods Creek Road approximately 170' before ultimately crossing under the road to tie into the existing sanitary sewer draining to the Carolina Springs Pump Station.

- A Sanitary Sewer Study and Pump Station Capacity Analysis was required and approved with this project.

Transportation:

With this development, the existing Woodfield Deadend Road Extension is to be abandoned and removed. A new roadway outlined on the Comprehensive Transportation Plan is proposed to set up for future connection.

Traffic Impact Analysis:

A Traffic Impact Analysis (TIA) was completed with this project as required by the NCDOT and the Town. Review comments were provided by the Town and NCDOT's Congestion Management. Improvements from the TIA are listed below.

- Town's UDO requires R/W dedication and thoroughfare widening across the project street frontage to meet ½ of the ultimate street cross section, including a 10' sidepath, in accordance with the CTP.
- The Town's CTP requires R/W dedication and the construction of a roadway across the property to provide future connectivity.
- An exclusive westbound left-turn lane on Woods Creek Road is required by the TIA. The developer is designing and constructing these improvements at their own expense.
- The northbound approach of the proposed Cinder Station Road will include an exclusive left turn lane and a shared right-turn/ through lane as required by the TIA.

Pedestrian connectivity to adjacent sites is not planned for except a 10' sidepath across the site frontage.

PLANNING BOARD RECOMMENDATION TO THE TOWN COUNCIL

Motion to recommend the Town Council approve / deny Development Plan #22-DP-09 for Duke Operations and Training Center as submitted by McAdams, dated Revised 4/7/2023 with the following conditions:

1. **All previous conditions of approval for Duke Operations Campus Conditional District 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. **The following must be submitted with the first Construction Drawing submittal:**
 - a. **A point-by-point photometric plan for all site lighting (not including public right-of-way street and pedestrian lights) in conformance with lighting levels specified in UDO Chapter 8 shall be submitted to and approved by Development Services.**
3. **Prior to Construction Drawing Approval, the following items must be addressed:**
 - a. **Street Tree locations shall be shown with approved lighting fixture locations shall be positioned as to not interfere with any lighting fixtures or any site distance triangles.**
 - b. **Show placement and height of the poles within the Pole Training Area.**
 - c. **Provide a decorative crosswalk detail that meets UDO 8.4.B.3.b.**
 - d. **Provide an updated landscape plan showing the perimeter buffer between the Duke and Fire station properties.**
 - e. **Show detailed design of Active Recreation Area.**
4. **Invoiced fees from Special Study third party review must be paid prior to first Construction Drawing Submittal, and no later than prior to Construction Drawing Approval.**
5. **ALL recommendations from the Traffic Study and as a result of Town and NCDOT review associated with this project, must be incorporated into the plans no later than with your next submittal to avoid delays in your development review. This must be finalized prior to this project being scheduled for Planning Board and Town Council.**
6. **The Build-out analysis in the Traffic Impact Analysis (TIA) associated with this development, included a mix of background improvements and recommended development mitigations. If the assumed background projects do not occur, it should be the developer's sole responsibility to construct all of the background improvements**

- included in the TIA unless additional analysis can be provided to demonstrate the background mitigations are not warranted by the subject development.
7. Thoroughfares, collectors and boulevards will require a calculated pavement design with 1st construction drawing submittal. This may result in a pavement cross section bigger than the specified minimum.
 8. Off-site right-of-way dedication will be required in the form of a recorded plat prior to receiving construction drawing approval.
 9. A Deed of Easement is required to be executed for public vehicular & public pedestrian access between the property owners at the time of plat.
 10. In accordance with Engineering Design & Construction standards (ED&CS) Section 7.07, the pump station site lot shall be platted and deeded to the Town of Holly Springs through fee simple conveyance prior to pump station final acceptance. A deed of easement is not sufficient and is not allowed. Show lot lines on the associated subdivision plan and preliminary pump station site plan.
 11. All Special Studies must be finalized prior to being scheduled for Planning Board.
 12. Preliminary Pump Station Site Plan is required to be on the same Town Council Meeting agenda as this plan.
 13. Offsite Sewer Infrastructure Incomplete: If any off site sewer facilities are needed to serve this project and are not completed and accepted by the Town at the time of approval of this preliminary subdivision plan, then these facilities must be completed prior to construction drawing approval unless otherwise approved by the Director of Engineering. The Town is not responsible for completion of off-site sewer facilities, and will not guarantee completion of such facilities by any other party. This will become a condition of plan approval.
 14. If any off site water facilities are needed to serve this project and are not completed and accepted by the Town at the time of the approval of this plan, then these facilities must be completed prior to construction drawing approval unless otherwise approved by the Director of Engineering. The Town is not responsible for completion of off-site water facilities, and will not guarantee completion of such facilities by any other party. No plats or building permits will be issued by the Town until all necessary on and off-site water infrastructure is completed. This will become a condition of approval.
 15. A verification letter that confirms no changes occurred to the gravity sewer network; including final sizing for lines that are stubbed upstream, will be required with first construction drawing submittal. If changes have been made to the gravity sewer network between Town Council Approval and first Construction Drawing Submittal, a Final Gravity Sewer Line Sizing Report will be required with first construction drawing submittal for all lines that are stubbed to adjacent upstream properties. Include calculations to document line sizes, adequacy of proposed sanitary sewer lines to serve all future upstream development. This will become a condition of approval.
 16. Fiber utility connection/extension is required with this project associated with traffic signal/pump station installation and construction. Please continue to coordinate with Staff through approval of this project
 17. Approval of Stormwater Management Plan is required prior to issuance of a land disturbance permit or construction drawing approval.
 18. Payment of the Stormwater Fee-in-Lieu will be required prior to construction drawing approval.
 19. All items listed on the Stormwater Submittal Checklist, Form #16003, must be included with the first construction drawing submittal.
 20. This project will be required to meet Town's NPDES Phase II Post Construction Stormwater ordinance.
 21. Stormwater sureties are required on this project. A performance surety in the form of a bond, letter of credit or cash is required in the amount of 125% estimated construction cost of the stormwater BMP prior to the preconstruction meeting and a maintenance surety in the form of a cash escrow account in the amount of 35% the actual construction

cost of the SCM is required at the end of the performance monitoring period for the project. (site)

- 22. Stormwater sureties are required on this project. A performance surety in the form of a bond, letter of credit or cash is required in the amount of 125% estimated construction cost of the stormwater SCM prior to plat recordation and a maintenance surety in the form of a cash escrow account in the amount of 35% the actual construction cost of the SCM is required at the end of the performance monitoring period for the project. (Residential)**
- 23. All environmental permits must be obtained prior to construction drawing approval and/or issuance of a land disturbance permit for the entire project.**
- 24. There are existing downstream drainage complaints in this area. Accordingly, a flood study will be required to meet the Town's policy for Hydrologic Basin Models. (Town Policy - P-018)**

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: Duke Energy Operations & Training Facility

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: Intersection of Woodcreek Road and Woodfield Dead End Road

Use street address. If none, use the closest intersection

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

PIN: 0629626959 (portion of) Real Estate ID: 0110325 (portion of)

Project Acreage (rounded to nearest tenth): 95.59 Partial Parcel: ☐ No ☒ Yes (additional fee)

Current Zoning: R-30 Proposed Use (see UDO Table 3.2.A): Office; Infrastructure/Utilities (Major)

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: 8/18/22

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 Project Planner

Name Laura Holloman Company The McAdams Company

Mailing Address One Glenwood Ave, Suite 201

City Raleigh State NC Zip 27603

Telephone # (919) 610-7377 E-Mail holloman@mcadamsco.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 Patrick Covil Company The McAdams Company

Mailing Address 2905 Meridian Parkway

City Durham State NC Zip 27713

Telephone # (919) 361-5000 E-Mail covil@mcadamsco.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 Lisa Echols Company Duke Energy
Mailing Address 299 1st Avenue North
City St. Petersburg State FL Zip 33701
Telephone # (813) 760-1008 E-Mail lisa.echols@duke-energy.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 Alyssa Dohler Company HH Architecture
Mailing Address 1100 Dresser Court
City Raleigh State NC Zip 27609
Telephone # (919) 828-2301 E-Mail adohler@hh-arch.com
How would you like to receive staff review comments? ☒ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified

Landscape Architect

Name Jack Ritchie Company The McAdams Company
Mailing Address One Glenwood Avenue, Suite 201
City Raleigh State NC Zip 27603
Telephone # (919) 361-5000 E-Mail ritchie@mcadamsco.com
How would you like to receive staff review comments? ☒ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified

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

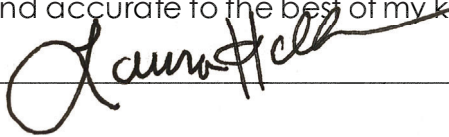
Name _____ Company _____
Mailing Address _____
City _____ State _____ Zip _____
Telephone # () _____ Alternate Telephone # () _____
Fax # () _____ E-Mail _____
How would you like to receive staff review comments? ☐ Fax ☐ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☐ Fax ☐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

Property Owner - Required

Name Marty Clayton Company Duke Energy Progress Inc
Mailing Address Tax Dept - DEC41B 550 S Tryon St
City Charlotte State NC Zip 28202
Telephone # (919) 546-3311 E-Mail marty.clayton@duke-energy.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

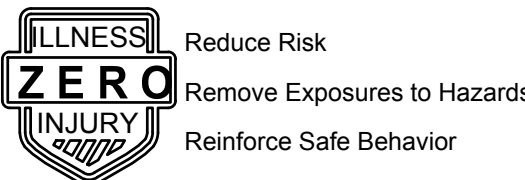
I, Laura Holloman, certify that the information provided on this petition, plans and checklist are complete and accurate to the best of my knowledge.

Signature:  Date: 8/26/22

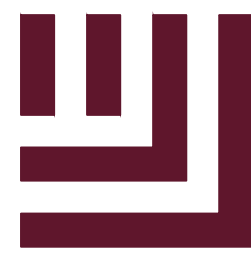


MAILING ADDRESS:
P.O. BOX 1007
CHARLOTTE, NC

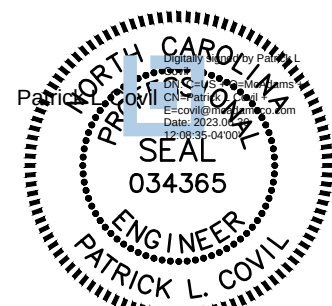
Safety Expectations:



1100 Dresser Court
Raleigh, NC 27609
Office 919.828.2301
Email office@hh-arch.com



The John R. McAdams Company, Inc.
2905 Meridian Parkway
Durham, NC 27713
phone 919. 361. 5000
fax 919. 361. 2269
license number: C-0293, C-187
www.mcadamsco.com



Preliminary
06/30/2023 12:17:00 PM

HOLLY SPRINGS
OPERATIONS
CENTER

WOODFIELD DEAD END ROAD

DATE ISSUED: 2-03-2023

PROJECT STATUS: DEVELOPMENT

PROJECT NO. 22-008

DRAWING NUMBER

CFD-XXXX- A000 XXXXX

ELECTRONIC FILE NAME: C0001.DWG

DRAWN BY: SMP 08-26-2022

CHK'D BY: KAS 08-26-2022

E-MAIL: COVIL@MCADAMSCO.COM

SHEET TITLE

COVER

SHEET

SHEET NO.

C0.00

DUKE ENERGY PROGRESS HOLLY SPRINGS OPERATIONS CENTER AND TRAINING FACILITY

WOODS CREEK ROAD (S.R. 1154) AND CINDER STATION ROAD (S.R. 1155)
HOLLY SPRINGS, NORTH CAROLINA 27539
LAT: 35.677736 LONG: -78.881189

PROJECT INFORMATION	
LANDOWNER	DUKE ENERGY PROGRESS, LLC (DEP) 411 FAYETTEVILLE STREET RALEIGH, NORTH CAROLINA 27601 PHONE: (919)-546-7189
ARCHITECT	HH ARCHITECTURE 1100 DRESSER COURT RALEIGH, NORTH CAROLINA 27609 PHONE: (919)-828-2301
ENGINEER	MCADAMS 2905 MERIDIAN PARKWAY DURHAM, NORTH CAROLINA 27713 PHONE: (919)-361-5000
SURVEYOR	MCADAMS 2905 MERIDIAN PARKWAY DURHAM, NORTH CAROLINA 27713 PHONE: (919)-361-5000
EXISTING USE	VACANT
PROPOSED USE	INFRASTRUCTURE UTILITIES (MAJOR) OFFICE USE/ BUSINESS SERVICES TELECOMMUNICATION TOWER
EXISTING BUILDING	N/A
PARCEL ID	0629626959
MAP BOOK AND PAGE NUMBER	SEE PLANS
DEED BOOK AND PAGE NUMBER	SEE PLANS
SITE ZONING	H.1. CD - HEAVY INDUSTRIAL CONDITIONAL ZONING DISTRICT
TOTAL ACREAGE AREA	TOTAL PARCEL = 95.59 AC. or 4,163,884 SF. LOT 1 = 84.61 AC. or 3,685,699 SF. LOT 2 = 4.11 AC. or 179,175 SF. LOT 3 = 4.41 AC. or 191,919 SF. CINDER STATION ROAD = 2.46 AC. or 107,175 SF.
TREE PRESERVATION AREA	33.47 AC. (35.01%)
ACREAGE OF LAND TO BE DISTURBED/EXPOSED	58.91 AC. = PROPOSED DEVELOPMENT ONLY (DOES NOT INCLUDE FUTURE DEVELOPMENT OF LOTS 2 AND 3)
EXISTING IMPERVIOUS AREA	1.24 AC. or 54,084 SF.
PROPOSED IMPERVIOUS AREA	LOT 1 = 22.65 AC. or 988,819 SF. (26.8%) LOT 1 (FUTURE) = 2.51 AC. or 109,336 SF. (2.97%) (STORM STAGING AREA) LOT 2 = TBD LOT 3 = TBD CINDER STATION ROAD = 1.36 AC. or 59,063 SF. (55.3%) TOTAL = 26.52 AC. or 1,155,216 SF. (27.7%)
ACTIVE RECREATION SPACE	2.51 AC.
RIVER BASIN	CAPE FEAR RIVER BASIN
EXISTING VEHICLE PARKING	NONE
OPERATIONS CENTER	23,748 SQFT. (OFFICE) W/ 18,175 SQFT. (INFRASTRUCTURE)
REQUIRED VEHICLE PARKING (FOR OFFICE USE)	MIN. 48 PARKING SPACES (1 VAN ADA, 5 ADA, 7 EV, AND 21 EV READY) MAX. 94 PARKING SPACES (1 VAN ADA, 5 ADA, 7 EV, AND 21 EV READY)
PROPOSED VEHICLE PARKING	146 TOTAL PARKING SPACES (111 PARKING SPACES, 1 VAN ADA, 5 ADA, 8 EV, AND 21 EV READY)
BUILDING HEIGHTS	27 FT.
OUTDOOR STORAGE	TOTAL = 14.13 ACRES or 615,502.8 SF. (15.39%)
TRAINING CENTER	18,329 SQFT. (OFFICE) W/ 6,510 SQFT. (INFRASTRUCTURE)
REQUIRED VEHICLE PARKING (FOR OFFICE USE)	MIN. 36 PARKING SPACES (1 VAN ADA, 5 ADA, 7 EV, AND 21 EV READY) MAX. 73 PARKING SPACES (1 VAN ADA, 5 ADA, 7 EV, AND 21 EV READY)
PROPOSED VEHICLE PARKING	146 TOTAL PARKING SPACES (111 PARKING SPACES, 1 VAN ADA, 5 ADA, 8 EV, AND 21 EV READY)
BUILDING HEIGHTS	27.0 FT.
CLIMBING BARN	2,961 SQFT. (INFRASTRUCTURE)
REQUIRED VEHICLE PARKING	NONE
PROPOSED VEHICLE PARKING	NONE
BUILDING HEIGHTS	47.0 FT.
TRAINING POLES	MONOPOLE
STRUCTURE HEIGHT	50 FT.
BICYCLE PARKING	NONE
BUILDING SETBACKS	30 FT. FRONT, 30 FT. (ALONG WOODSCREEK ROAD), 5 FT. SIDES, 5 FT. REAR
NUMBER OF SCMS < 5 AC.	0
NUMBER OF SCMS > 5 AC.	1
TOTAL STORM DRAINAGE PIPE LENGTH	TBD

DEVELOPMENT PLAN

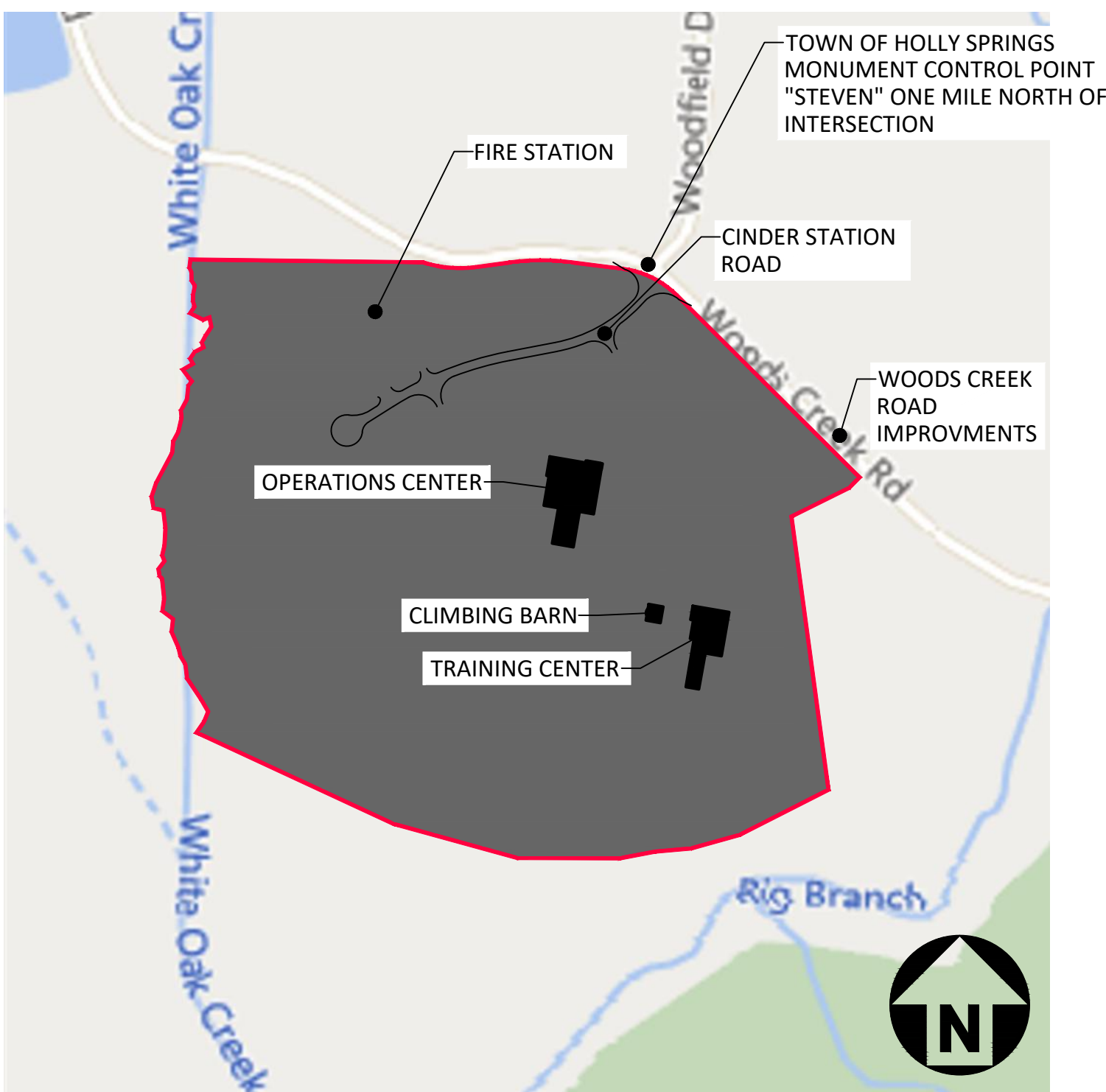
PROJECT NUMBER: DKE-22004

DATE: FEBRUARY 3RD, 2023

REVISED: APRIL 7TH, 2023

REVISED: JUNE 30TH, 2023

OWNER REPRESENTATIVE:
CONTACT: MARK B. FRANKLIN
410 S. WILMINGTON STREET, RALEIGH, NC. 27602
EMAIL: MARKB.FRANKLIN.JLL-AM.COM
PHONE: (919)-828-2301



VICINITY MAP

SCALE: 1" = 500'



SHEET INDEX

C0.00	COVER SHEET
C1.00	EXISTING CONDITIONS
C1.01	CLEARING AND DEMOLITION PLAN
C2.00	OVERALL SITE PLAN
C2.01	SITE PLAN 'A'
C2.02	SITE PLAN 'B'
C2.03	SITE PLAN 'C'
C3.00	OVERALL GRADING AND STORM DRAINAGE PLAN
C3.01	GRADING AND STORM DRAINAGE PLAN 'A'
C3.02	GRADING AND STORM DRAINAGE PLAN 'B'
C4.00	OVERALL UTILITY PLAN
C4.01	UTILITY PLAN 'A'
C4.02	UTILITY PLAN 'B'
C4.03	UTILITY PLAN 'C'
C4.04	UTILITY PLAN 'D'
C7.00	OVERALL SIGHT PLAN
C7.01	SIGHT PLAN AND PROFILE - WEST FENCE AND OPERATIONS BUILDING
C7.02	SIGHT PLAN AND PROFILE - CLIMBING BARN
C7.03	SIGHT PLAN AND PROFILE - TRAINING CENTER 1
C7.04	SIGHT PLAN AND PROFILE - TRAINING CENTER 2
C8.00	SITE DETAILS
C8.01	SITE DETAILS
C8.02	SITE DETAILS
C8.03	WATER DETAILS
C8.04	WATER DETAILS
C8.05	RECLAIM WATER DETAILS
C8.06	STORM DRAINAGE DETAILS
C8.07	STORM DRAINAGE DETAILS
C8.08	STORM DRAINAGE DETAILS
C8.09	SANITARY SEWER DETAILS
C8.10	SANITARY SEWER DETAILS
C8.11	SIGNAGE AND FENCE DETAILS
C9.00	STORMWATER CONTROL MEASURE A PLAN VIEW
C9.01	STORMWATER CONTROL MEASURE A DETAILS
C9.02	STORMWATER CONTROL MEASURE A DETAILS
C9.03	STORMWATER CONTROL MEASURE DETAILS
C9.04	STORMWATER CONTROL MEASURE B PLAN VIEW
C9.05	STORMWATER CONTROL MEASURE B DETAILS
C9.06	STORMWATER CONTROL MEASURE B DETAILS
C9.07	STORMWATER CONTROL MEASURE B PLAN VIEW
L1.00	OVERALL LANDSCAPE PLAN
L1.01	LANDSCAPE PLAN 'A'
L1.02	LANDSCAPE PLAN 'B'
L1.03	LANDSCAPE DETAILS
L1.04	LANDSCAPE DETAILS
L1.05	TREE PRESERVATION PLAN
E1.00	LIGHTING PLAN
A200	ZONING ELEVATIONS
A201	ZONING ELEVATIONS-TRAINING
A202	ZONING ELEVATIONS-ACCESSORY

ONSITE IMPROVEMENTS

SEE HOLLY SPRINGS DUKE OPS ONSITE IMPROVEMENTS PLAN SET

OFFSITE IMPROVEMENTS

SEE HOLLY SPRINGS DUKE OFFSITE IMPROVEMENTS PLAN SET

PROPOSED SANITARY SEWER FLOW

THE NUMBER OF EMPLOYEES / TRAINEES AT THE PROPOSED OPERATIONS CENTER, TRAINING CENTER/CLIMBING BARN IS ESTIMATED AS FOLLOWS:

- OPERATIONS CENTER = 85 EMPLOYEES
- TRAINING CENTER/CLIMBING BARN = 5 EMPLOYEES
- MAX. # OF TRAINEES = 120 (4 ROOMS @ 30 SEATS EACH)
- TOTAL = 210 EMPLOYEES & TRAINEES

PER 15A NCAC 02T .0114, DAILY FLOW FOR GENERAL BUSINESS AND OFFICE FACILITIES CALLS FOR 25 GAL/EMPLOYEE/SHIFT. USING THIS FIGURE, SEWER FLOW FOR THE NEW OPERATIONS CENTER IS CALCULATED AS FOLLOWS:

210 EMPLOYEES X 25 GAL/EMPLOYEE/SHIFT X 1 SHIFT = 5,250 GAL/DAY
AVERAGE DAILY FLOW

WITH AN AVERAGE DAILY FLOW OF 5,250 GPD FROM THE PROPOSED DUKE OPERATIONS CENTER AND AN ASSUMED 400 GPD FROM THE PROPOSED FIRE STATION (TO BE VERIFIED BY THE FIRE STATION DESIGNER AT THE TIME OF DEVELOPMENT PLAN), THE NEEDED CAPACITY OF THE DOWNSTREAM PUMP STATION AT PEAK HOUR IS CALCULATED AS FOLLOWS:

(5,250 GAL/DAY + 400 GAL/DAY) X 2.5 = 14,125 GAL/DAY OR 9.8 GAL/MIN

THE TOWN OF HOLLY SPRINGS HAS INSTALLED A LOCAL GEODETIC MONUMENTATION GRID, TIED TO NAD83, WITHIN AND SURROUNDING THE TOWN LIMITS. ALL SURVEYED INFORMATION (WHEN ANY PORTION OF THE PROJECT IN DESIGN IS WITHIN 2000 FEET OF THE TOWN'S GEODETIC MONUMENT) SHALL REFERENCE THE NEAREST MONUMENT AND SHALL BE CLEARLY NOTED ON THE FIRST SHEET OF BOTH CONSTRUCTION PLANS AND AS BUILTS SUBMITTED TO THE TOWN.

ALL CONSTRUCTION SHALL CONFORM TO TOWN OF HOLLY SPRINGS ENGINEERING DESIGN AND CONSTRUCTION STANDARDS

CONSTRUCTION DRAWING APPROVAL IS REQUIRED BEFORE CONSTRUCTION ON THIS PROPERTY MAY BEGIN. DEVELOPMENT FEES ARE DUE BEFORE CONSTRUCTION DRAWING APPROVAL.

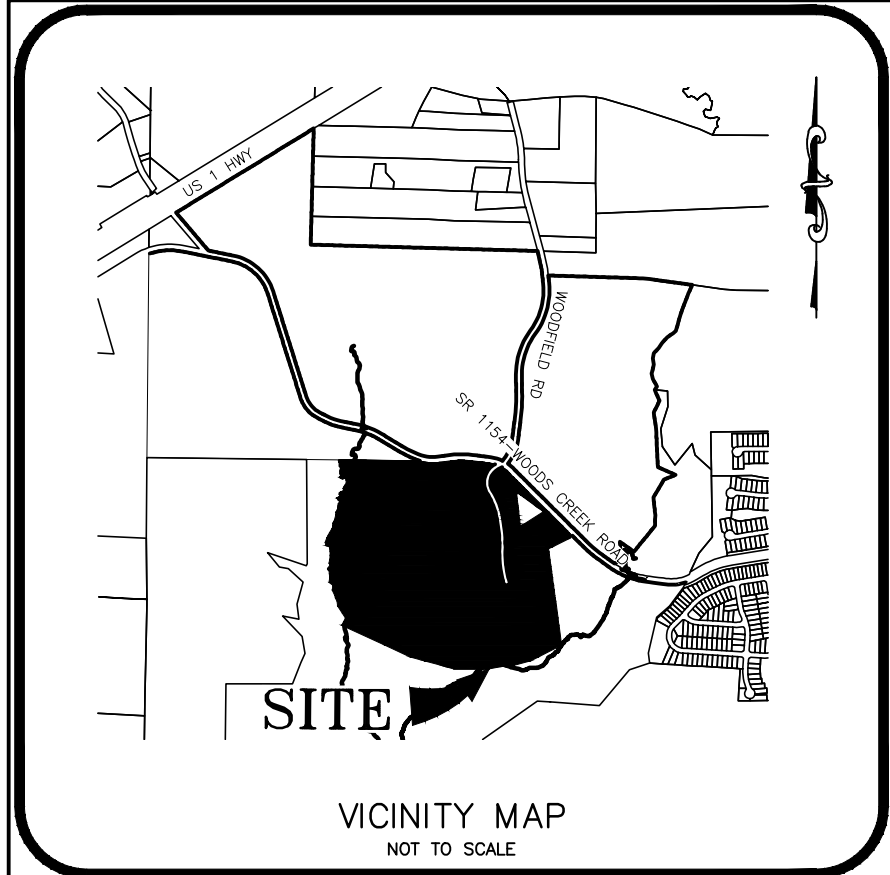
I CERTIFY THAT THESE PLANS WERE PREPARED AND THAT THIS PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE FOLLOWING PLANS, THE LATEST EDITION OF THE ENGINEERING DESIGN AND CONSTRUCTION STANDARDS OF THE TOWN OF HOLLY SPRINGS AND OTHER APPLICABLE TOWN ORDINANCES AND POLICIES. THE ENGINEER WHOSE SEAL AND SIGNATURE APPEAR BELOW CERTIFIES THAT THE TOWN OF HOLLY SPRINGS ENGINEERING DESIGN AND CONSTRUCTION STANDARDS HAVE BEEN THOROUGHLY REVIEWED FOR APPLICABILITY TO THIS PARTICULAR PROJECT. ANY PROPOSED EXCEPTIONS OR DEVIATIONS FROM THE STANDARDS ARE LISTED SPECIFICALLY ON THE CERTIFICATION OF PLAN SUBMITTAL FORM. FURTHERMORE, THESE PLANS WERE PREPARED IN CONFORMANCE WITH THE APPROVED PRELIMINARY PLAN FOR THIS PROJECT.

MIGRATORY BIRD HOTLINE	
STATE AND FEDERAL LAWS PROTECT ALL SPECIES OF NATIVE BIRDS FOUND THROUGHOUT THE DUKE ENERGY SERVICE AREA. INTERACTIONS OF BIRDS WITH GENERATING FACILITIES, TRANSMISSION AND DISTRIBUTIONS, SUBSTATIONS OTHER STRUCTURES AND EQUIPMENT, AND OPERATIONS ARE POTENTIALLY HARMFUL OR FATAL TO BIRDS. DUKE ENERGY OPERATES THESE 24-HOUR MIGRATORY BIRD HOTLINES TO ASSIST EMPLOYEES AND CONTRACTORS WITH RELATED INCIDENTS THAT OCCUR DURING WORK ACTIVITIES.	
CAROLINAS: 800.573.3853 FLORIDA: 727.386.3084 MIDWEST: 317.430.4497	

SPILL REPORTING HOTLINE	
IN ORDER TO ENSURE THE PROTECTION OF HUMAN HEALTH AND THE ENVIRONMENT, FEDERAL AND STATE LAWS REQUIRE THAT CERTAIN TYPES OF SPILLS AND UNPERMITTED RELEASES BE REPORTED TO THE PROPER REGULATORY AGENCIES AS SOON AS POSSIBLE FOLLOWING IDENTIFICATION. IMMEDIATELY NOTIFY YOUR SUPERVISOR AND THE FIELD ENVIRONMENTAL/EHS PROFESSIONAL WHEN A SPILL OR UNPERMITTED RELEASE IS DISCOVERED. IF YOU ARE UNABLE TO REACH THE FIELD ENVIRONMENTAL/EHS PROFESSIONAL, CONTACT ONE OF THE DUKE ENERGY SPILL REPORTING HOTLINES AT:	
CAROLINAS & MIDWEST: 800.527.3853 FLORIDA: 866.769.1266	

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\\DukeEnergy\Projects\DOT\HQ\22004\04-Production\Engineering\Development_Plan_Current_Drawings\C0001.dwg 6/30/2023 11:43:04 AM Dave Lovvick



N/F
WILLIAM DOUGLAS POE
& DARYL POE
PIN#: 07300217472
DB. 9235 PG. 530
CAROLINA POWER & LIGHT
DRAWING # L-D-2582

LINE	BEARING	DISTANCE
L1	N 82°13'53" E	120.38'
L2	S 82°43'41" E	184.98'
L3	N 45°06'16" W	902.75'
L4	N 45°06'16" W	178.28'
L5	N 54°12'08" W	165.88'
L6	S 44°28'22" W	41.92'
L7	S 63°37'04" W	232.45'
L8	S 07°42'49" E	914.33'
L9	S 63°01'59" W	345.75'
L10	S 74°29'10" W	175.50'
L11	S 84°55'26" W	127.33'
L12	S 79°18'58" W	126.21'
L13	N 89°50'58" W	360.37'
L14	N 74°35'17" W	452.19'
L15	N 60°07'43" W	756.04'
L16	N 34°26'18" E	36.67'
L17	N 22°31'09" E	43.97'
L18	N 29°41'55" W	53.75'
L19	N 33°50'27" W	88.34'
L20	N 07°00'23" W	50.15'
L21	N 30°44'53" W	34.50'
L22	N 12°47'53" W	28.66'
L23	N 23°48'27" W	59.84'
L24	N 08°45'17" E	48.63'
L25	N 53°03'54" W	47.08'
L26	N 08°01'18" E	40.63'
L27	N 08°08'50" W	74.00'
L28	N 40°38'51" W	13.81'
L29	N 09°54'00" W	17.82'
L30	N 37°00'10" E	36.88'
L31	N 22°20'09" W	23.79'
L32	N 12°43'50" E	33.67'
L33	N 03°24'38" E	53.24'
L34	N 06°48'43" W	69.23'
L35	N 75°04'17" W	36.20'
L36	N 10°12'29" W	32.70'
L37	N 18°28'45" E	47.42'
L38	N 27°59'20" E	122.90'
L39	N 04°55'56" E	39.82'
L40	N 27°53'20" E	37.67'
L41	N 13°11'30" E	54.50'
L42	N 06°01'19" W	53.83'
L43	N 28°27'59" E	43.73'
L44	N 05°49'35" E	47.39'
L45	N 37°51'06" E	23.12'
L46	N 39°54'49" W	23.14'
L47	N 36°56'02" W	25.18'
L48	N 59°14'41" E	40.04'
L49	N 28°47'45" W	23.58'
L50	N 34°17'18" E	20.73'
L51	N 61°54'17" E	40.86'
L52	N 18°56'11" W	21.51'
L53	N 28°08'08" E	22.35'
L54	N 33°00'52" E	41.52'
L55	N 11°44'21" W	47.81'
L56	S 69°23'51" W	30.12'
L57	N 62°48'57" W	57.42'
L58	N 33°22'45" E	21.62'
L59	N 15°49'37" W	22.14'
L60	N 00°18'48" E	21.32'
L61	N 11°18'57" E	35.23'
L62	N 32°55'31" W	22.57'
L63	N 01°02'06" W	30.45'
L64	N 26°40'25" W	15.58'
L65	N 07°20'17" E	18.65'
L66	S 18°05'44" W	17.70'
L67	S 05°49'08" W	92.10'
L68	S 11°26'11" W	283.70'
L69	S 23°46'05" W	152.78'
L70	S 10°16'15" W	102.67'
L71	S 04°08'32" E	86.72'
L72	S 53°41'40" W	118.10'
L73	S 24°10'51" W	105.90'
L74	S 05°44'50" W	57.51'
L75	S 76°10'54" W	37.68'
L76	S 07°56'10" W	61.65'
L77	S 25°05'13" W	107.54'
L78	S 42°02'53" W	45.40'
L79	S 56°35'42" W	33.87'
L80	S 43°02'26" W	45.51'
L81	N 24°46'29" W	36.72'
L82	N 86°00'49" W	26.16'
L83	N 57°47'41" W	39.61'
L84	N 77°25'41" W	49.63'
L85	N 86°18'32" W	55.19'
L86	N 73°55'34" W	64.55'
L87	S 89°40'38" W	42.42'
L88	N 55°48'38" W	37.04'
L89	N 26°27'06" W	56.47'
L90	S 60°31'05" W	75.65'
L91	N 51°26'38" W	72.13'
L92	N 23°46'10" W	43.33'
L93	S 85°45'16" W	52.21'
L94	S 65°30'07" W	107.32'
L95	S 51°32'09" E	305.13'
L96	N 85°49'27" W	136.18'
L97	S 24°32'44" W	30.59'
L98	S 12°03'32" W	73.60'
L99	S 05°41'28" E	101.22'
L100	S 71°35'28" W	210.42'
L101	N 09°41'37" W	173.21'
L102	N 43°17'01" W	284.36'
L103	S 78°31'11" E	167.40'
L104	N 07°30'16" W	152.06'
L105	N 15°14'08" E	230.64'
L106	N 47°10'30" W	198.72'
L107	N 80°31'32" W	92.95'
L108	N 38°52'19" W	186.60'
L109	N 25°46'59" E	20.84'
L110	S 82°43'41" E	157.34'
L111	S 82°43'41" E	57.64'
L112	S 45°06'16" E	70.32'
L113	S 45°06'16" E	832.43'
L114	N 64°17'24" W	70.35'
L115	S 43°29'46" W	30.97'
L116	N 57°44'48" W	46.27'

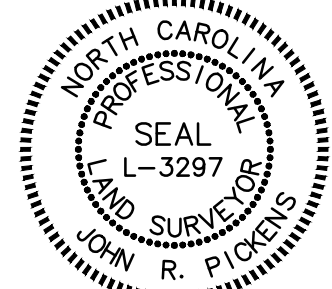
GENERAL NOTES

- THIS IS A SURVEY OF AN EXISTING PARCEL(S) OF LAND, THIS IS AN EXISTING CONDITIONS SURVEY.
- BEARINGS FOR THIS SURVEY ARE BASED ON NORTH CAROLINA GRID.
- ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.
- ZONING:
- AREA BY COORDINATE GEOMETRY.
- FLOOD NOTE: THIS PROPERTY IS LOCATED IN A SPECIAL FLOOD HAZARD ZONE. IT IS LOCATED IN ZONE "X" PAC AS DESIGNATED BY F.E.M.A. F.I.R.M. COMMUNITY PANEL, WAKE COUNTY 837007200K, DATED 7/19/2022.
- REFERENCES: BOOK OF MAPS 2023 PAGE 45 & 46, OF THE WAKE COUNTY REGISTRY & CAROLINA POWER & LIGHT DRAWING # L-D-2581 PIN: 062962699
- UTILITY STATEMENT:
THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
- NO PUBLISHED NC OLD MONUMENTS WITHIN 2000' OF SITE. REFERENCE TBM WERE ESTABLISHED BY GPS.
- ELEVATIONS FOR THIS SURVEY ARE BASED ON NAD83
- NO EVIDENCE OF RECENT EARTH MOVING WORK OR BUILDING CONSTRUCTION DURING THE JULY 2022 FIELD SURVEY.

S 89°57'24" E 821.84'

N 21°10'23" E 153.36'

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	430.00'	191.37'	N 84°57'36" W	189.79'
C2	800.00'	215.25'	S 89°45'08" W	214.64'
C3	320.00'	210.13'	S 63°54'58" E	208.37'
C4	930.00'	147.80'	S 49°39'37" E	147.75'
C5	780.00'	303.75'	S 66°06'15" E	321.43'
C6	51.50'	79.63'	S 87°47'33" W	71.93'
C7	571.50'	355.76'	N 61°19'46" E	350.04'
C8	1163.50'	436.50'	N 68°25'22" E	433.65'
C9	31.50'	27.29'	S 32°51'49" W	26.44'
C10	73.50'	338.51'	S 40°01'01" E	109.35'
C11	73.50'	7.50'	S 84°59'14" E	7.85'
C12	81.50'	57.50'	S 77°53'37" W	56.31'
C13	1236.50'	219.92'	N 62°46'40" E	219.63'
C14	1236.50'	243.64'	S 73°31'08" W	243.25'
C15	498.50'	513.87'	S 61°07'31" W	308.71'
C16	36.50'	76.45'	N 14°59'50" W	63.22'



SURVEYOR'S CERTIFICATE

I, JOHN R. PICKENS, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (RECORDED IN BOOK OF MAPS 2023 PAGE 45 & 46); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN CAROLINA POWER & LIGHT DRAWING # L-D-2581; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY AS CALCULATED IS 29.981; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 7TH DAY OF FEBRUARY, A.D., 2023.

John R. Pickens 02-07-2023
JOHN R. PICKENS, PROFESSIONAL LAND SURVEYOR L-3297

I, JOHN R. PICKENS, PLS, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE SURVEY:
(1)CLASS OF SURVEY: CLASS AA
(2)POSITIONAL ACCURACY: 0.04"
(3)TYPE OF GPS FIELD PROCEDURE: VRS
(4)DATE OF SURVEY: JUNE 14-27-2022 AND JULY 27, 2022
(5)DATUM/EPOCH: NAD 83(2011) NAVD88
(6)PUBLISHED/FIXED-CONTROL USED: N.C.G.S "CHILL"
(7)VERTICAL DATUM: NAVD 88 (GEOID18)
(8)COMBINED GRID FACTOR(S): 0.99988855
(9)UNITS: US SURVEY FEET
(10) PROJECT LOCALIZED ON POINT NUMBER "401" HAVING COORDINATES OF N: 702,612.0780; E: 2,035,734.6730; EL: 324.593

John R. Pickens 02-07-2023
JOHN R. PICKENS, PROFESSIONAL LAND SURVEYOR L-3297

LEGEND

- EXISTING PROPERTY CORNER
- IRON PIPE SET
- ▲ CALCULATED POINT
- EXISTING LOT
- EIP EXISTING IRON PIPE
- BOLLARD

OPERATIONS & TRAINING CENTER

EXISTING CONDITIONS SURVEY
WOODS CREEK ROAD
HOLLY SPRINGS, NC, 27539

PROJECT NO. DKE22051

DRAWING NUMBER 02 07 2023
DKE22051.C3 1"=100'

ELECTRONIC FILE NAME: DKE22051

DRAWN BY: JRP
CHK'D BY: BF
E-MAIL: Finch@mcadamsco.com

THE DESIGN DRAWING IS THE EXCLUSIVE PROPERTY OF DUKE ENERGY CORPORATION AND IS CONSIDERED CONFIDENTIAL. IT SHALL NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF DUKE ENERGY CORPORATION.

SHEET TITLE

EXISTING CONDITIONS

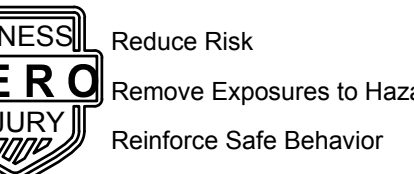
SHEET NO.

C1.00



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CHARLOTTE, NC

Safety Expectations:



1100 Dresser Court
Raleigh, NC 27609
Office 919.828.2301
Email office@hh-arch.com



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www.mcadamsco.com



Preliminary
06/30/2023 12:17:06 PM

HOLLY SPRINGS
OPERATIONS
CENTER

WOODFIELD DEAD END ROAD

DATE ISSUED: **2-03-2023**

PROJECT STATUS: **DEVELOPMENT**

DATE	BY	REVISION
02/03/23	SM	1.0
02/03/23	SM	2.0
02/03/23	SM	3.0
02/03/23	SM	4.0
02/03/23	SM	5.0
02/03/23	SM	6.0
02/03/23	SM	7.0
02/03/23	SM	8.0
02/03/23	SM	9.0
02/03/23	SM	10.0
02/03/23	SM	11.0
02/03/23	SM	12.0
02/03/23	SM	13.0
02/03/23	SM	14.0
02/03/23	SM	15.0
02/03/23	SM	16.0
02/03/23	SM	17.0
02/03/23	SM	18.0
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02/03/23	SM	27.0
02/03/23	SM	28.0
02/03/23	SM	29.0
02/03/23	SM	30.0
02/03/23	SM	31.0
02/03/23	SM	32.0
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02/03/23	SM	100.0

PROJECT NO. **22-008**

DRAWING NUMBER
CFD-XXXX- A000 XXXXX

ELECTRONIC FILE NAME: CD0110.DWG

DRAWN BY: SMP 08-26-2022

CHK'D BY: KAS 08-26-2022

E-MAIL: COVIL@MCADAMSCO.COM

SHEET TITLE
**CLEARING AND
DEMOLITION PLAN**

SHEET NO.

C1.01

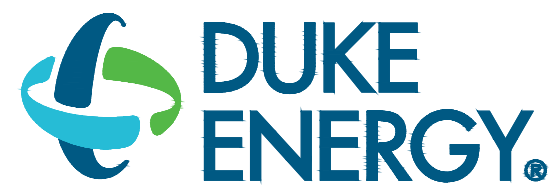
\\DukeEnergy\Projects\2022\22008\04 - Production\Engineering\Development Plan\Current Drawings\CD0110.dwg, 6/30/2023 11:43:49 AM, Dave Looze

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CHARLOTTE, NC





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CHARLOTTE, NC

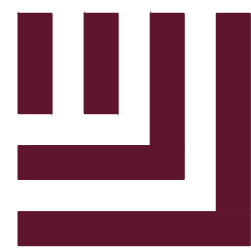
Safety Expectations:



ARCHITECTURE

1100 Dresser Court
Raleigh, NC 27609

Office 919.828.2301
Email office@hh-arch.com



McAdams

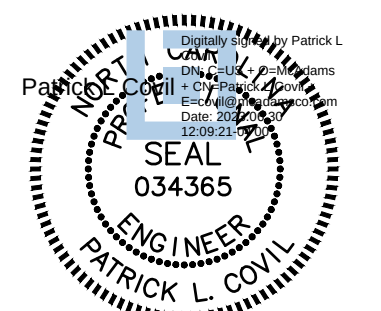
The John R. McAdams Company, Inc.

2905 Meridian Parkway
Durham, NC 27713

phone 919.361.5000
fax 919.361.2269

license number: C-0293, C-187

www.mcadamscsco.com



Preliminary
06/30/2023 12:17:12 PM

HOLLY SPRINGS
OPERATIONS
CENTER

WOODFIELD DEAD END ROAD

DATE ISSUED: 2-03-2023

PROJECT STATUS: DEVELOPMENT

DATE	BY	REVISION
06/30/23	SM	REDUCTION OF CLEARING ACTIVITIES
06/30/23	SM	SANITARY OUTFALL REVISION

PROJECT NO. 22-008

DRAWING NUMBER
CFD-XXXX- A000 XXXXX

ELECTRONIC FILE NAME: CS0110.DWG

DRAWN BY: SMP 08-26-2022

CHK'D BY: KAS 08-26-2022

E-MAIL: COVIL@MCADAMSCS.CO

SHEET TITLE
OVERALL
SITE PLAN

SHEET NO.

C2.00

ALL CONSTRUCTION SHALL BE IN ACCORDANCE
WITH THE CURRENT DUKE ENERGY PROGRESS,
WAKE COUNTY AND NCDOT ENGINEERING DESIGN
AND CONSTRUCTION STANDARDS

SITE LEGEND

- PEV VAN
- LIGHT POLE (BY OTHERS)
- PLUG-IN ELECTRIC VEHICLE PARKING STALL
- VAN ACCESSIBLE PARKING STALL
- ACCESSIBLE RAMP
- PARKING SPACE COUNT
- PROPERTY LINE
- PROPERTY SETBACK
- LANDSCAPING BUFFER
- RIGHT-OF-WAY LINE
- EASEMENT LINE
- CENTERLINE
- LOT NUMBERS
- LOT LINES
- HEAVY DUTY ASPHALT PAVEMENT
- CONCRETE PAVEMENT

SECURITY FENCING

THE DESIGN AND SPECIFICATIONS SHALL MEET DUKE ENERGY STANDARDS. ALL MATERIALS SHALL BE HOT-DIP GALVANIZED. THE FENCE IS 7 FEET TALL WITH 1 FOOT TALL 3-STRAND BARBED WIRE EXTENSION MOUNTED ON A 45 DEGREE HEAVY DUTY BARB ARM. FENCE BOTTOM SHALL BE NO MORE THAN 2 INCHES ABOVE FINISHED GRADE. DECORATIVE FENCING AREAS TO BE BLACK VINYL COATED AS DIRECTED ON SUBSEQUENT SITE PLANS.

KNOX BOX REQUIREMENTS

A KNOX BOX IS REQUIRED AT RISER ROOM LATCH SIDE AND ALL GATES.

DUKE ENERGY PROGRESS
PIN 0629626959
DB 015289, PG 02437
ZONING: WAKE COUNTY R-80

WAKE COUNTY
PIN 0730330409
DB 018637, PG 02625
ZONING: RURAL RESIDENTIAL (RR)

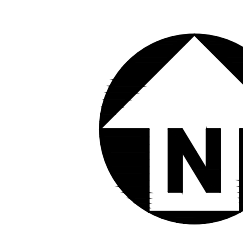
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PIN 0730534863
DB 017612, PG 01928
ZONING: HOLLY SPRINGS PUD

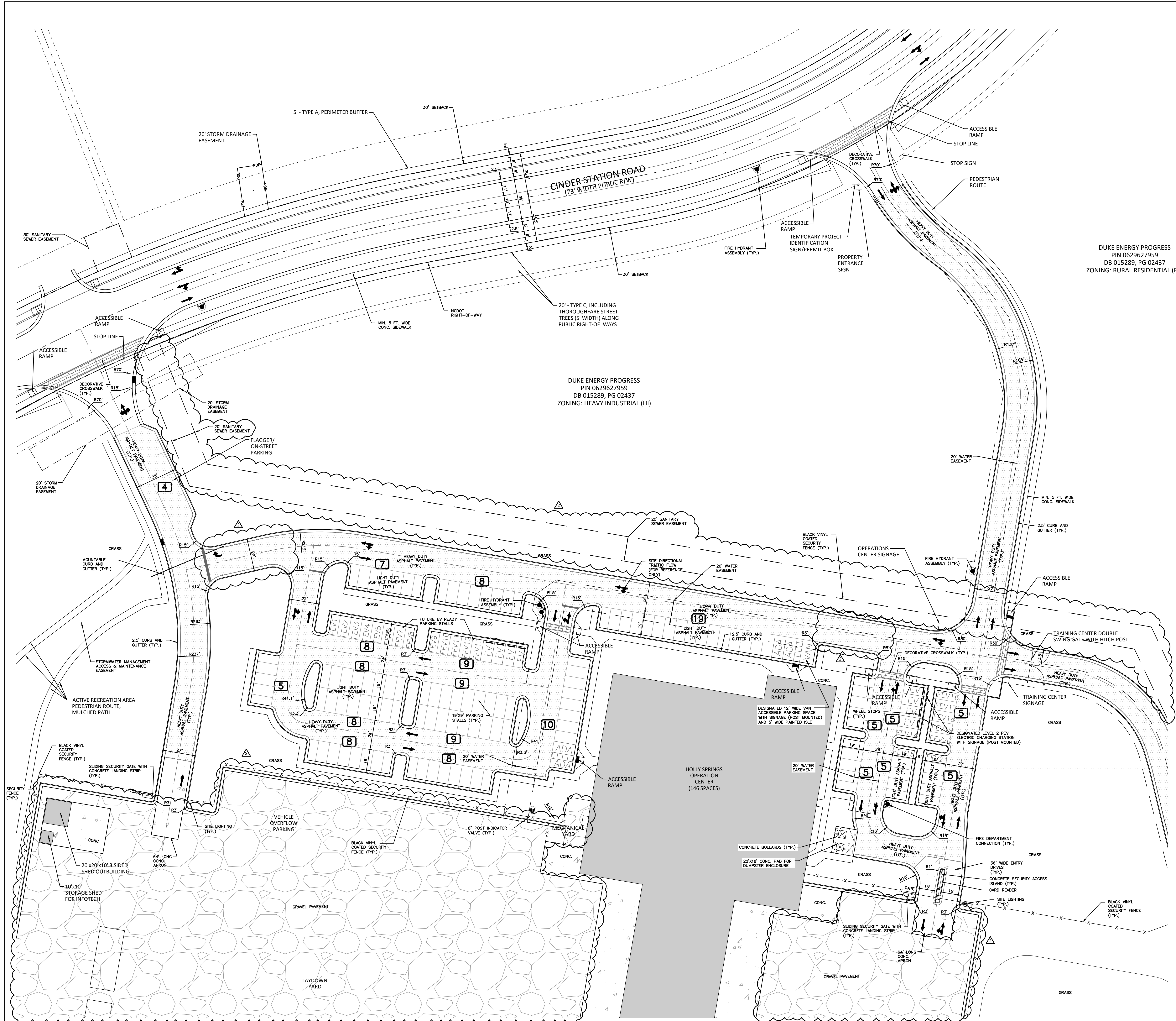
LENNAR CAROLINAS LLC
PIN 0730534863
DB 017612, PG 01928
ZONING: HOLLY SPRINGS PUD

DUKE ENERGY PROGRESS
PIN 0629626959
DB 015289, PG 02437
ZONING: WAKE COUNTY R-80

DUKE ENERGY PROGRESS
PIN 0629626959
DB 015289, PG 02437
ZONING: HEAVY INDUSTRIAL (HI)

DUKE ENERGY PROGRESS
PIN 0629626959
DB 015289, PG 02437
ZONING: WAKE COUNTY R-80





SITE LEGEND

- PEV VAN
- FLUO-IN ELECTRIC VEHICLE PARKING STALL
- VAN ACCESSIBLE PARKING STALL
- ACCESSIBLE RAMP
- PARKING SPACE COUNT
- PROPERTY LINE
- PROPERTY SETBACK
- LANDSCAPING BUFFER
- RIGHT-OF-WAY LINE
- EASEMENT LINE
- CENTERLINE
- LOT NUMBERS
- LOT LINES
- HEAVY DUTY ASPHALT PAVEMENT
- CONCRETE PAVEMENT

SECURITY FENCING

THE DESIGN AND SPECIFICATIONS SHALL MEET DUKE ENERGY STANDARDS. ALL MATERIALS SHALL BE HOT-DIP GALVANIZED. THE FENCE IS 7 FEET TALL WITH 1 FOOT TALL 3-STRAND BARBED WIRE EXTENSION MOUNTED ON A 45 DEGREE HEAVY DUTY BARS ARM. FENCE BOTTOM SHALL BE NO MORE THAN 2 INCHES ABOVE FINISHED GRADE. DECORATIVE FENCING AREAS TO BE BLACK VINYL COATED AS DIRECTED ON SUBSEQUENT SITE PLANS.

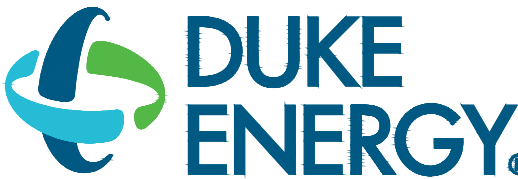
KNOX BOX REQUIREMENTS

A KNOX BOX IS REQUIRED AT RISER ROOM LATCH SIDE AND ALL GATES.

DUKE ENERGY PROGRESS
PIN 0629627959
DB 015289, PG 02437
ZONING: RURAL RESIDENTIAL (RR)

DUKE ENERGY PROGRESS
PIN 0629627959
DB 015289, PG 02437
ZONING: HEAVY INDUSTRIAL (HI)

DRAWING NUMBER
CFD-XXXXXX A000 -XXXXXX



MAILING ADDRESS:
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CHARLOTTE, NC

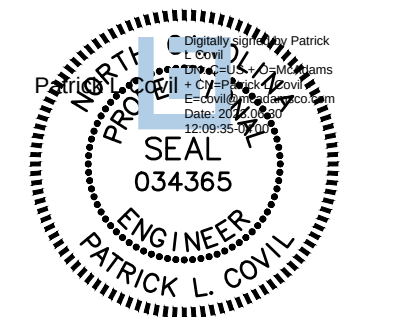


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06/30/2023 12:17:19 PM

HOLLY SPRINGS
OPERATIONS
CENTER

WOODFIELD DEAD END ROAD

DATE ISSUED: 2-03-2023

PROJECT STATUS: DEVELOPMENT

MARK	DATE	BY	REVISION
1	02/03/23	SMP	INITIAL DESIGN
2	05/30/23	SMP	REDUCTION OF CLEARING ACTIVITIES
3	06/30/23	SMP	SANITARY OUTFALL REVISION

PROJECT NO. 22-008

DRAWING NUMBER

CFD-XXXX- A000 XXXXX

ELECTRONIC FILE NAME: CS0111.DWG

DRAWN BY: SMP 08-26-2022

CHK'D BY: KAS 08-26-2022

E-MAIL: COVIL@MCADAMSCO.COM

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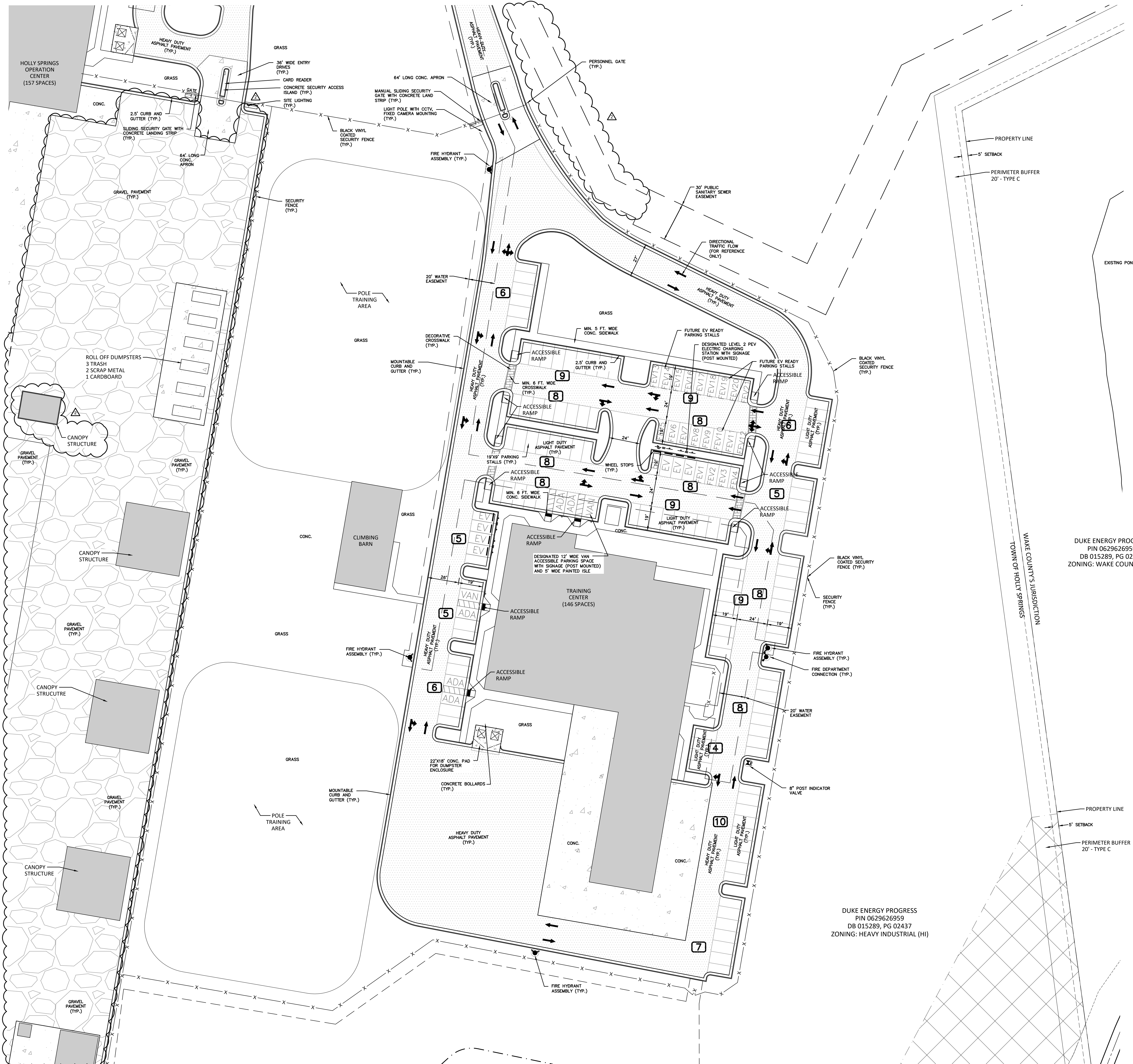
SHEET TITLE

SITE

PLAN 'A'

SHEET NO.

C2.01



SITE LEGEND

- PEV VAN
- PLUG-IN ELECTRIC VEHICLE PARKING STALL
- VAN ACCESSIBLE PARKING STALL
- ACCESSIBLE RAMPS
- PARKING SPACE COUNT
- PROPERTY LINE
- PROPERTY SETBACK
- LANDSCAPING BUFFER
- RIGHT-OF-WAY LINE
- EASEMENT LINE
- CENTERLINE
- LOT NUMBERS
- LOT LINES
- HEAVY DUTY ASPHALT PAVEMENT
- CONCRETE PAVEMENT

SECURITY FENCING

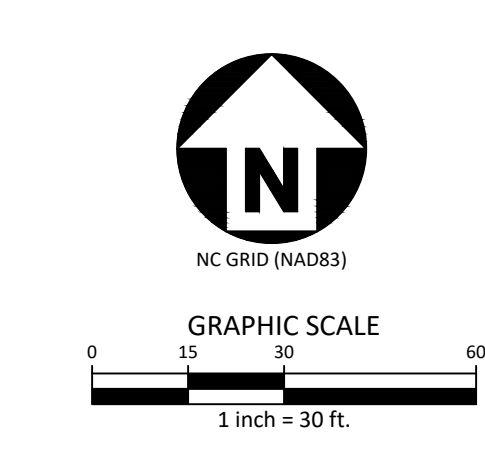
THE DESIGN AND SPECIFICATIONS SHALL MEET DUKE ENERGY STANDARDS. ALL MATERIALS SHALL BE HOT-DIP GALVANIZED. THE FENCE IS 7 FEET TALL WITH 1 FOOT TALL 3-STRAND BARBED WIRE EXTENSION MOUNTED ON A 45 DEGREE HEAVY DUTY BARS AREA. FENCE BOTTOM SHALL BE NO MORE THAN 2 INCHES ABOVE FINISHED GRADE. DECORATIVE FENCING AREAS TO BE BLACK VINYL COATED AS DIRECTED ON SUBSEQUENT SITE PLANS.

KNOX BOX REQUIREMENTS

A KNOX BOX IS REQUIRED AT RISER ROOM LATCH SIDE AND ALL GATES.

DUKE ENERGY PROGRESS
PIN 0629626959
DB 015289, PG 02437
ZONING: WAKE COUNTY R-80

DUKE ENERGY PROGRESS
PIN 0629626959
DB 015289, PG 02437
ZONING: HEAVY INDUSTRIAL (HI)



DRAWING NUMBER
CFD-XXXXX A000 -XXXXX

DUKE ENERGY

MAILING ADDRESS:
P.O. BOX 1007
CHARLOTTE, NC

Safety Expectations:
Reduce Risk
Remove Exposures to Hazard
Reinforce Safe Behavior

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Raleigh, NC 27609
Office 919.828.2301
Email office@hh-arch.com

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license number: C-0293, C-187
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Preliminary
06/30/2023 12:17:24 PM

HOLLY SPRINGS OPERATIONS CENTER
WOODFIELD DEAD END ROAD

DATE ISSUED: **2-03-2023**
PROJECT STATUS: **DEVELOPMENT**

PROJECT NO. **22-008**

DRAWING NUMBER
CFD-XXXX- A000 XXXXX

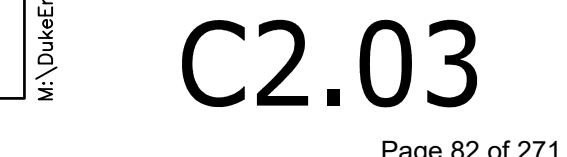
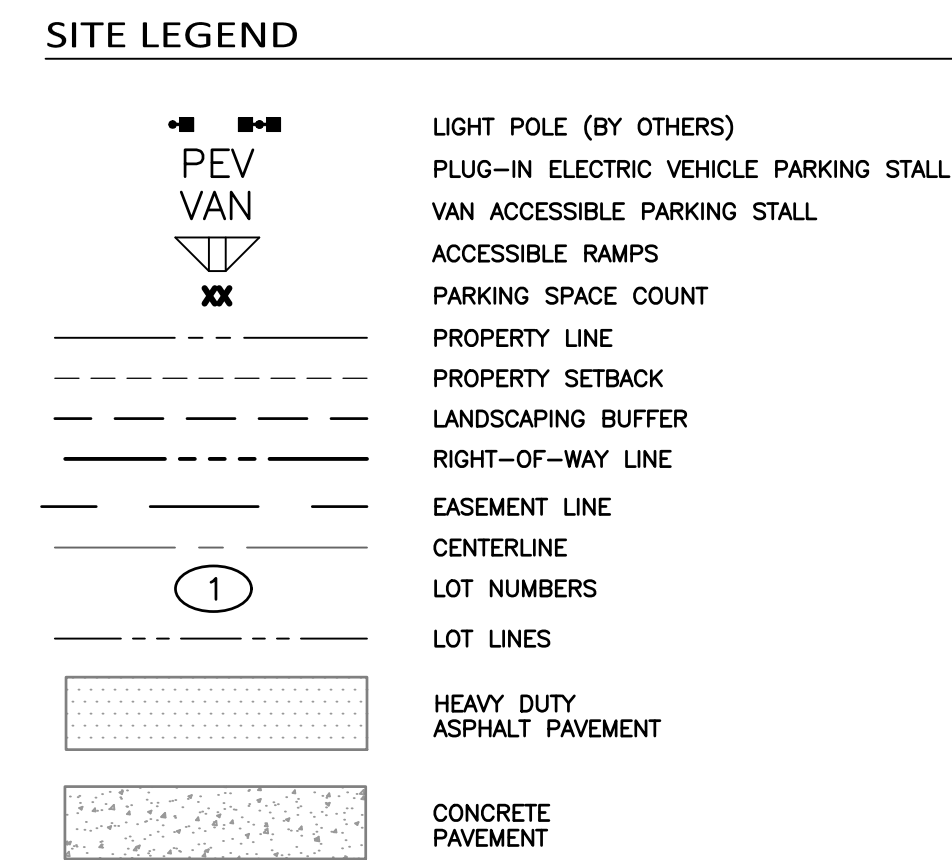
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DRAWN BY: SMP 08-26-2022
CHK'D BY: KAS 08-26-2022
E-MAIL: COVIL@MCADAMSCO.COM

DATE	BY	REVISION	DESCRIPTION
08/26/2022	SMP	1	INITIAL DESIGN
06/30/2023	SMP	2	REVISIONS FOR DEVELOPMENT

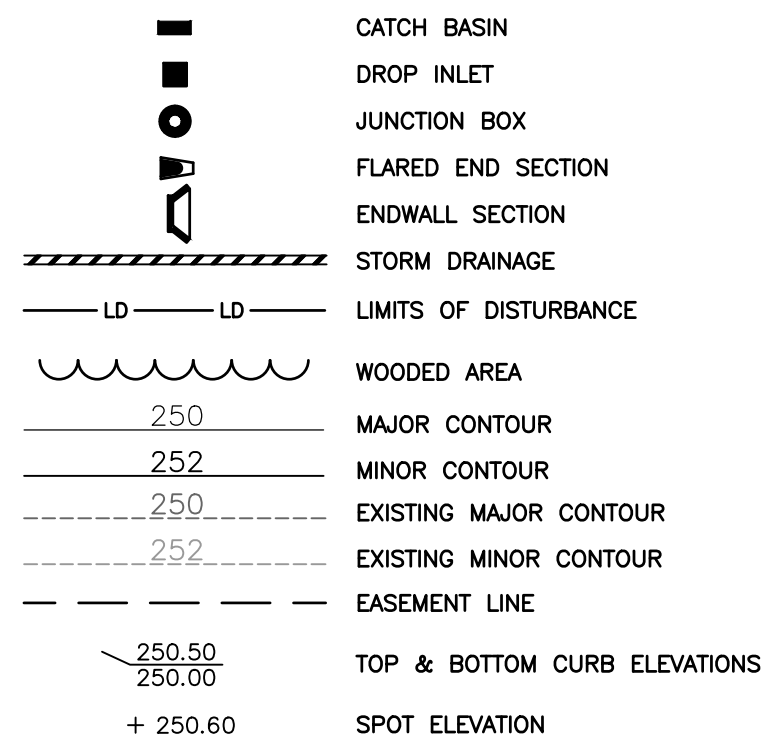
SHEET TITLE
SITE PLAN 'B'

SHEET NO.
C2.02



ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT DUKE ENERGY PROGRESS, WAKE COUNTY AND NCDOT ENGINEERING DESIGN AND CONSTRUCTION STANDARDS

GRADING LEGEND



GRADING NOTES:

- CONTRACTOR SHALL CALL "NC817" 813 OR (800-632-4949) AT LEAST THREE (3) FULL BUSINESS DAYS PRIOR TO MOBILIZATION TO HAVE EXISTING UTILITIES LOCATED. REPORT ANY DISCREPANCIES TO THE ENGINEER.
- CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN WORKING UNDER, AROUND, AND/OR ADJACENT TO EXISTING POWER LINES.
- STORM DRAINAGE STRUCTURES SHALL BE SUITABLE FOR H-20 TRAFFIC LOADING.
- ALL SOILS SHALL BE COMPACTED TO AT LEAST 95% OF THE STANDARD PROCTOR MAXIMUM DRY DENSITY OR AS SPECIFIED IN THE GEOTECHNICAL REPORT. THE MORE STRINGENT SHALL APPLY.
- FILL PLACEMENT SHOULD BE INITIATED AT THE TOE OF THE SLOPE, AND BENCHES SHALL BE CUT INTO EXISTING SOILS TO PROVIDE A HORIZONTAL SURFACE FOR COMPACTION. SLOPES SHALL BE OVERBUILT AND CUT BACK TO THE REQUIRED GRADE, LEAVING THE EXPOSED FACE WELL COMPACTED. VEGETATION SHALL BE ESTABLISHED AS SOON AS PRACTICAL ALONG ALL SLOPES. RAINWATER SHALL BE DIVERTED AWAY FROM THE CREST OF SLOPES TO REDUCE EROSION.

STORM DRAINAGE NOTES:

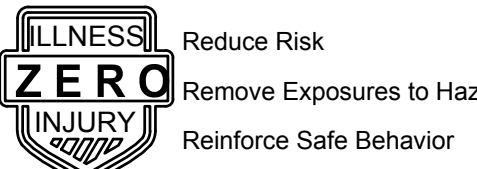
- ALL STORM DRAINAGE PIPES SHOWN SHALL BE REINFORCED CONCRETE (RCP) (MINIMUM CLASS III) UNLESS NOTED OTHERWISE. CONTRACTOR TO COORDINATE WITH THE GEOTECH TO VERIFY TYPE OF BEDDING REQUIRED BASED ON SOIL CONDITIONS. CONTRACTOR TO SELECT REQUIRED CLASS OF PIPE BASED ON THE DEPTH OF PIPE AND BEDDING PROVIDED PER THE AMERICAN CONCRETE PIPE ASSOCIATION GUIDELINES.
- ALL CONCRETE SHALL MEET A MINIMUM 3000 PSI COMPRESSIVE STRENGTH.
- ALL PIPE IN STORM DRAIN STRUCTURES SHALL BE STRUCK EVEN WITH INSIDE WALL.
- ALL PIPE JOINTS SHALL BE MADE WITH PREFORMED JOINT SEALER, WHICH CONFORMS TO AASHTO SPECIFICATION M-198 FOR TYPE B FLEXIBLE PLASTIC GASKETS UNLESS OTHERWISE NOTED.
- THE INTERIOR SURFACES OF ALL STORM DRAINAGE STRUCTURES SHALL BE POINTED UP AND SMOOTHED TO AN ACCEPTABLE STANDARD USING MORTAR MIXED TO MANUFACTURER'S SPECIFICATIONS.
- ALL BACKFILL SHALL BE NON-PLASTIC IN NATURE, FREE FROM ROOTS, VEGETATION MATTER, WASTE CONSTRUCTION MATERIAL OR OTHER OBJECTIONABLE MATERIAL. SAID MATERIAL SHALL BE CAPABLE OF BEING COMPACTED BY MECHANICAL MEANS AND SHALL HAVE NO TENDENCY TO FLOW OR BEHAVE IN A PLASTIC MANNER UNDER THE TAMPING BLOW OR PROOF ROLLING.
- MATERIALS DEEMED BY THE OWNER'S REPRESENTATIVE AS UNSUITABLE FOR BACKFILL PURPOSES SHALL BE REMOVED AND REPLACED WITH SUITABLE MATERIAL.
- BACKFILLING OF TRENCHES SHALL BE ACCOMPLISHED IMMEDIATELY AFTER PIPE IS LAID. THE FILL AROUND THE PIPE SHALL BE THOROUGHLY COMPACTED TO 95% OF THE MAXIMUM DRY DENSITY OBTAINABLE WITH THE STANDARD PROCTOR TEST. THE TOP EIGHT (8) INCHES SHALL BE COMPACTED TO 100 PERCENT STANDARD PROCTOR.
- UNDER NO CIRCUMSTANCES SHALL WATER BE ALLOWED TO RISE IN UNBACKFILLED TRENCHES AFTER PIPE HAS BEEN PLACED.
- IF THE USE OF WAFFLE BOXES ARE ALLOWED AT THIS SITE, ALL PENETRATIONS FOR STORM DRAINAGE PIPES MUST BE MADE WITHIN THE KNOCK-OUT PORTION OF THE BOX AND NOT AT THE CORNERS WHERE THE STRUCTURAL INTEGRITY MAY BE COMPROMISED.
- ALL ROOF DRAINS SHALL BE SCHEDULE 80 PVC WITH 2" MINIMUM COVER AT 1.00% MINIMUM SLOPE, UNLESS NOTED OTHERWISE.

DRAWING NUMBER
CFD-XXXXXX A000 -XXXXXX



MAILING ADDRESS:
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CHARLOTTE, NC

Safety Expectations:



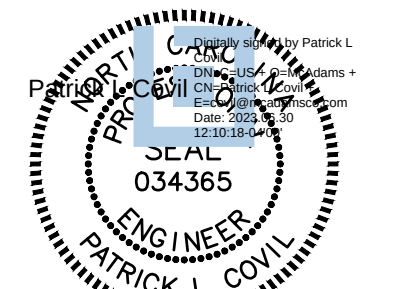
1100 Dresser Court
Raleigh, NC 27609
Office 919.828.2301
Email office@hh-arch.com



The John R. McAdams Company, Inc.
2905 Meridian Parkway
Durham, NC 27713

phone 919.361.5000
fax 919.361.2269
license number: C-0293, C-187

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06/30/2023 12:17:37 PM

HOLLY SPRINGS
OPERATIONS
CENTER
WOODFIELD DEAD END ROAD

DATE ISSUED: 2-03-2023

PROJECT STATUS: DEVELOPMENT

DATE	BY	REVISION
02/03/23	SM	INITIAL DESIGN
04/27/23	SM	REDUCTION OF CLEANING ACTIVITIES
05/02/23	SM	SANITARY OUTFALL REVISION

PROJECT NO. 22-008

DRAWING NUMBER
CFD-XXXX- A000 XXXXX

ELECTRONIC FILE NAME: CG0110.DWG

DRAWN BY: SMP 08-26-2022

CHK'D BY: KAS 08-26-2022

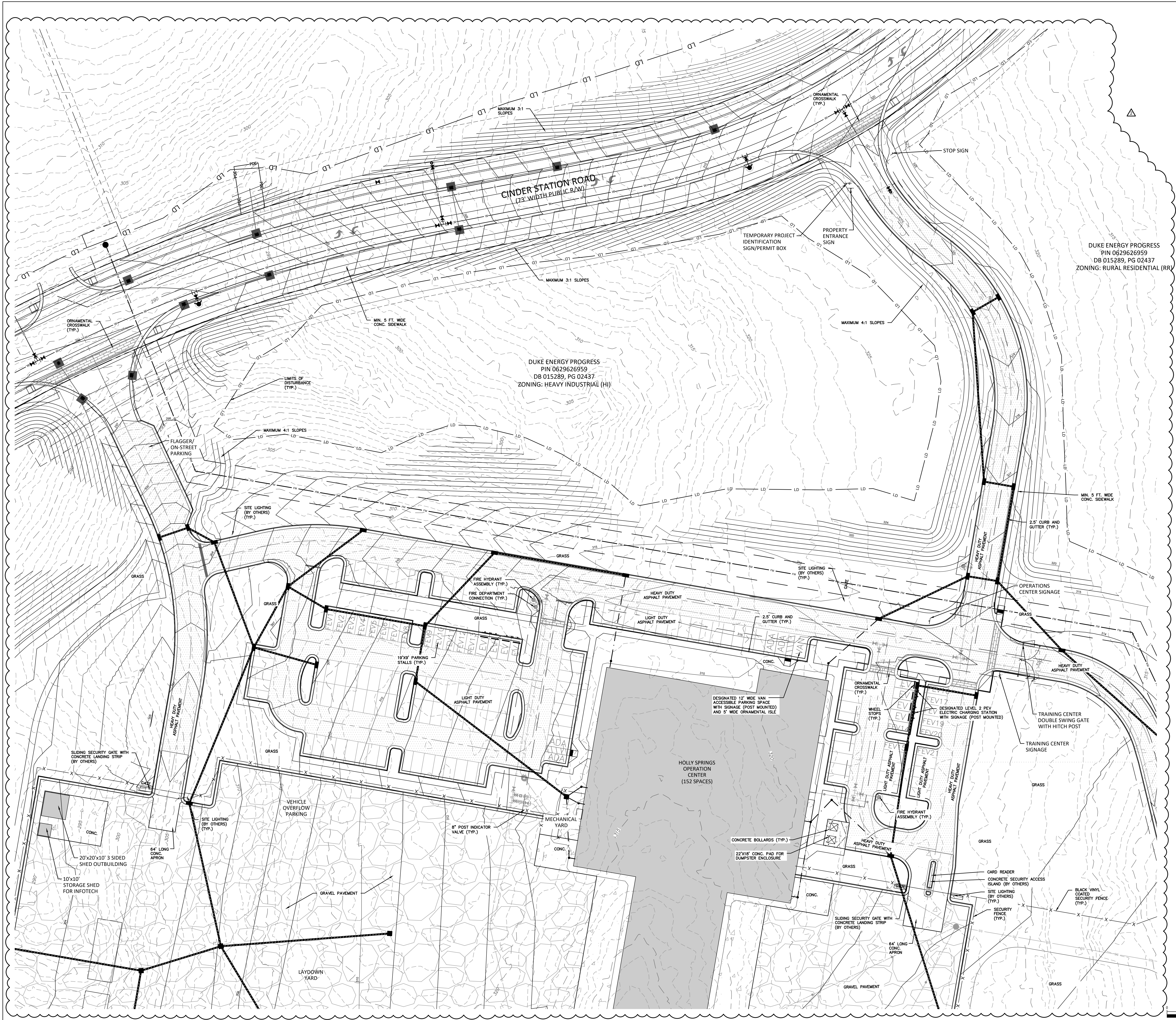
E-MAIL: COVIL@MCADAMSCO.COM

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SHEET TITLE
OVERALL GRADING AND
STORM DRAINAGE PLAN

SHEET NO.

C3.00



GRADING LEGEND

- CATCH BASIN
- DROP INLET
- JUNCTION BOX
- FLARED END SECTION
- ENDWALL SECTION
- STORM DRAINAGE
- LIMITS OF DISTURBANCE
- WOODED AREA
- MAJOR CONTOUR
- MINOR CONTOUR
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- EASEMENT LINE
- TOP & BOTTOM CURB ELEVATIONS
- SPOT ELEVATION

DUKE ENERGY PROGRESS
PIN 0629626959
DB 015289, PG 02437
ZONING: RURAL RESIDENTIAL (RR)

DUKE ENERGY PROGRESS
PIN 0629626959
DB 015289, PG 02437
ZONING: HEAVY INDUSTRIAL (HI)

DRAWING NUMBER
CFD-XXXXX A000 -XXXXXX

DUKE ENERGY

MAILING ADDRESS:
P.O. BOX 1007
CHARLOTTE, NC

Safety Expectations:

ILLNESS Reduce Risk
INJURY Remove Exposures to Hazards
PROPERTY Reinforce Safe Behavior

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ARCHITECTURE
1100 Dresser Court
Raleigh, NC 27609
Office 919.828.2301
Email office@hh-arch.com

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HOLLY SPRINGS OPERATIONS CENTER
WOODFIELD DEAD END ROAD
DWG

DATE ISSUED: **2-03-2023**
PROJECT STATUS: **DEVELOPMENT**

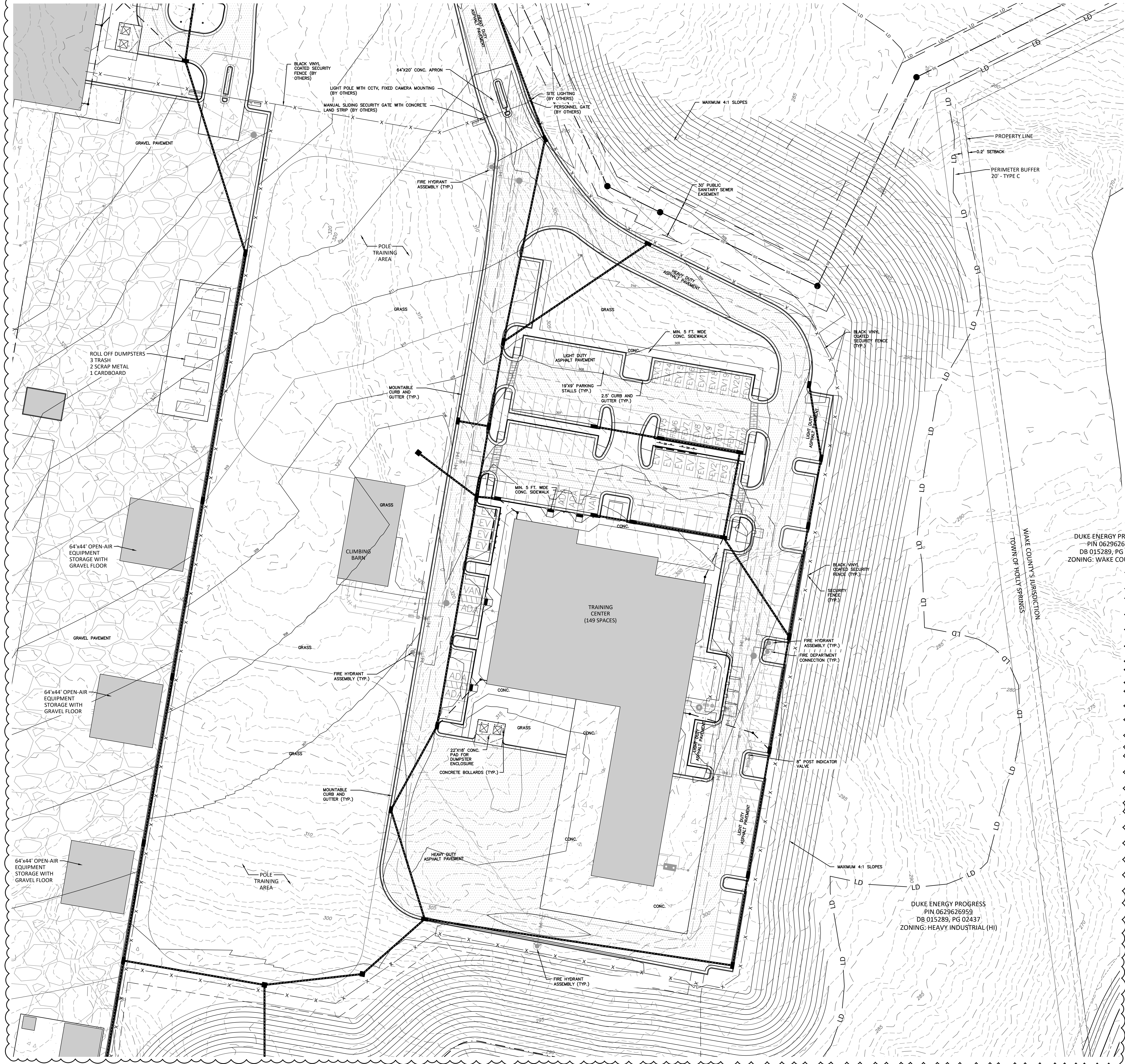
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DRAWING NUMBER **CFD-XXXXX A000 XXXXX**
ELECTRONIC FILE NAME: CG0111.DWG
DRAWN BY: SMP 08-26-2022
CHK'D BY: KAS 08-26-2022
E-MAIL: COVIL@MCADAMSCO.COM

SHEET TITLE
GRADING AND STORM DRAINAGE PLAN 'A'

SHEET NO. **C3.01**

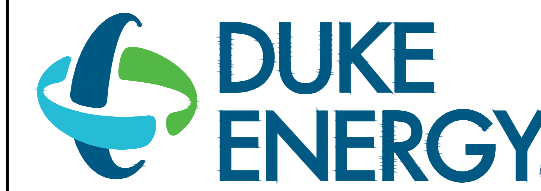
1 inch = 30 ft.

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GRADING LEGEND	
	CATCH BASIN
	DROP INLET
	JUNCTION BOX
	FLARED END SECTION
	ENDWALL SECTION
	STORM DRAINAGE
	LIMITS OF DISTURBANCE
	WOODED AREA
	MAJOR CONTOUR
	MINOR CONTOUR
	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR
	EASEMENT LINE
	TOP & BOTTOM CURB ELEVATIONS
	SPOT ELEVATION

DRAWING NUMBER
CFD-XXXXX A000 -XXXXX

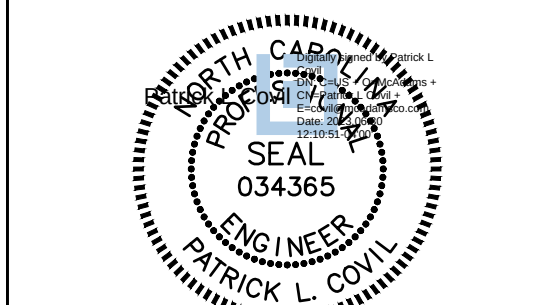


MAILING ADDRESS:
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CHARLOTTE, NC

Safety Expectations:
ILLNESS Reduce Risk
ZERO INJURY Remove Exposures to Hazards
SAFE Reinforce Safe Behavior

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HOLLY SPRINGS
OPERATIONS
CENTER
WOODFIELD DEAD END ROAD

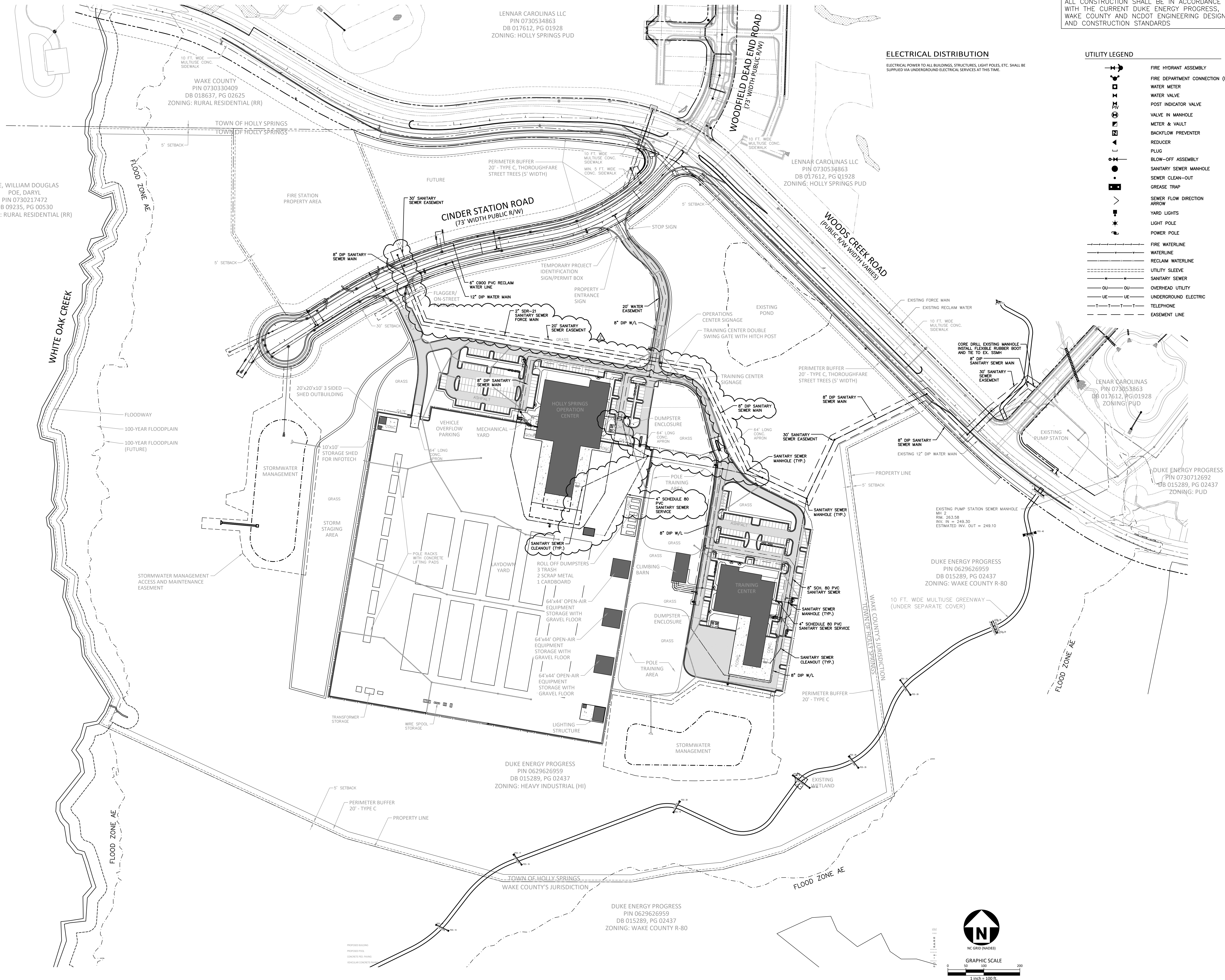
DATE ISSUED: 2-03-2023
PROJECT STATUS: DEVELOPMENT

DATE	BY	REVISION
02/03/23	SM	REDUCTION OF CLEARING ACTIVITIES
02/03/23	SM	SANITARY OUTFALL REVISION

PROJECT NO. 22-008
DRAWING NUMBER CFD-XXXX- A000 XXXXX
ELECTRONIC FILE NAME: CG0112.DWG
DRAWN BY: SMP 08-26-2022
CHK'D BY: KAS 08-26-2022
E-MAIL: COVIL@MCADAMSCO.COM

SHEET TITLE
GRADING AND STORM
DRAINAGE PLAN 'B'

SHEET NO.
C3.02



ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT DUKE ENERGY PROGRESS, WAKE COUNTY AND NCDOT ENGINEERING DESIGN AND CONSTRUCTION STANDARDS

ELECTRICAL DISTRIBUTION

ELECTRICAL POWER TO ALL BUILDINGS, STRUCTURES, LIGHT POLES, ETC. SHALL BE SUPPLIED VIA UNDERGROUND ELECTRICAL SERVICES AT THIS TIME.

UTILITY LEGEND

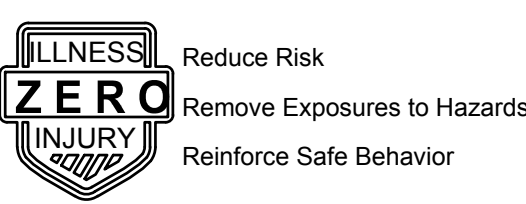
- FIRE HYDRANT ASSEMBLY
- FIRE DEPARTMENT CONNECTION (FDC)
- WATER METER
- WATER VALVE
- POST INDICATOR VALVE
- VALVE IN MANHOLE
- METER & VAULT
- BACKFLOW PREVENTER
- REDUCER
- PLUG
- BLOW-OFF ASSEMBLY
- SANITARY SEWER MANHOLE
- SEWER CLEAN-OUT
- GREASE TRAP
- SEWER FLOW DIRECTION ARROW
- YARD LIGHTS
- LIGHT POLE
- POWER POLE
- FIRE WATERLINE
- WATERLINE
- RECLAIM WATERLINE
- UTILITY SLEEVE
- SANITARY SEWER
- OVERHEAD UTILITY
- UNDERGROUND ELECTRIC
- TELEPHONE
- EASEMENT LINE

DRAWING NUMBER
CFD-XXXXXX A000 -XXXXXX



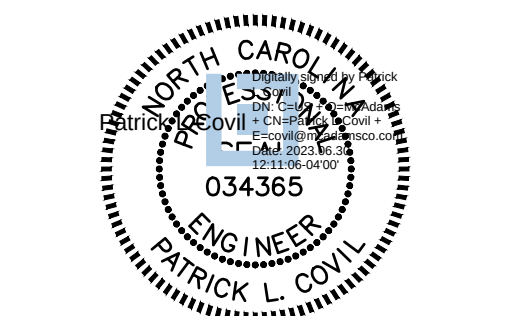
MAILING ADDRESS:
P.O. BOX 1007
CHARLOTTE, NC

Safety Expectations:



HH
ARCHITECTURE
1100 Dresser Court
Raleigh, NC 27609
Office 919.828.2301
Email office@hh-arch.com

McADAMS
The John R. McAdams Company, Inc.
2905 Meridian Parkway
Durham, NC 27713
phone 919.361.5000
fax 919.361.2269
license number: C-0293, C-187
www.mcadamsco.com



Preliminary
06/30/2023 12:17:55 PM

HOLLY SPRINGS
OPERATIONS
CENTER
WOODFIELD DEAD END ROAD

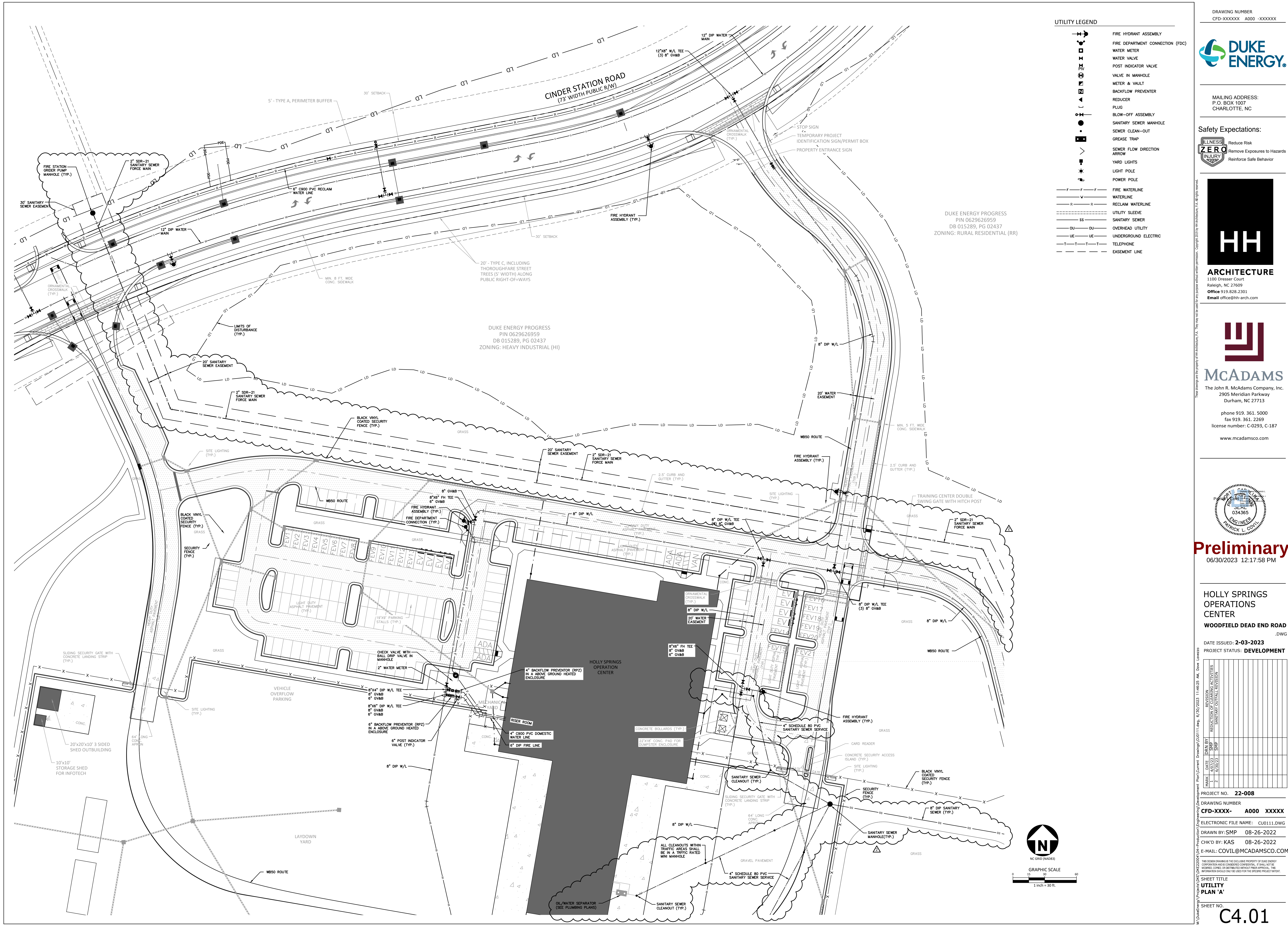
DATE ISSUED: **2-03-2023**
PROJECT STATUS: **DEVELOPMENT**

DATE	BY	REVISION
02/03/23	SM	REDUCTION OF CLEANING ACTIVITIES
02/03/23	SM	SANITARY OUTFALL REVISION

PROJECT NO. **22-008**
DRAWING NUMBER
CFD-XXXX- A000 XXXXX
ELECTRONIC FILE NAME: CU0110.DWG
DRAWN BY: SMP 08-26-2022
CHK'D BY: KAS 08-26-2022
E-MAIL: COVIL@MCADAMSCO.COM

SHEET TITLE
**OVERALL
UTILITY PLAN**

SHEET NO.
C4.00



UTILITY LEGEND

- FIRE HYDRANT ASSEMBLY
- FIRE DEPARTMENT CONNECTION (FDC)
- WATER METER
- WATER VALVE
- POST INDICATOR VALVE
- VALVE IN MANHOLE
- METER & VAULT
- BACKFLOW PREVENTER
- REDUCER
- PLUG
- BLOW-OFF ASSEMBLY
- SANITARY SEWER MANHOLE
- GREASE TRAP
- SEWER FLOW DIRECTION ARROW
- YARD LIGHTS
- LIGHT POLE
- POWER POLE
- FIRE WATERLINE
- WATERLINE
- RECLAIM WATERLINE
- UTILITY SLEEVE
- SANITARY SEWER
- OVERHEAD UTILITY
- UNDERGROUND ELECTRIC
- TELEPHONE
- EASEMENT LINE

DUKE ENERGY PROGRESS
PIN 0629626959
DB 015289, PG 02437
ZONING: RURAL RESIDENTIAL (RR)

DUKE ENERGY PROGRESS
PIN 0629626959
DB 015289, PG 02437
ZONING: HEAVY INDUSTRIAL (HI)

DRAWING NUMBER
CFD-XXXXX A000 -XXXXX

DUKE ENERGY

MAILING ADDRESS:
P.O. BOX 1007
CHARLOTTE, NC

Safety Expectations:
ILLNESS Reduce Risk
ZERO Remove Exposures to Hazards
INJURY Reinforce Safe Behavior

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Email office@hh-arch.com

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Preliminary
06/30/2023 12:17:58 PM

HOLLY SPRINGS OPERATIONS CENTER
WOODFIELD DEAD END ROAD

DATE ISSUED: **2-03-2023**
PROJECT STATUS: **DEVELOPMENT**

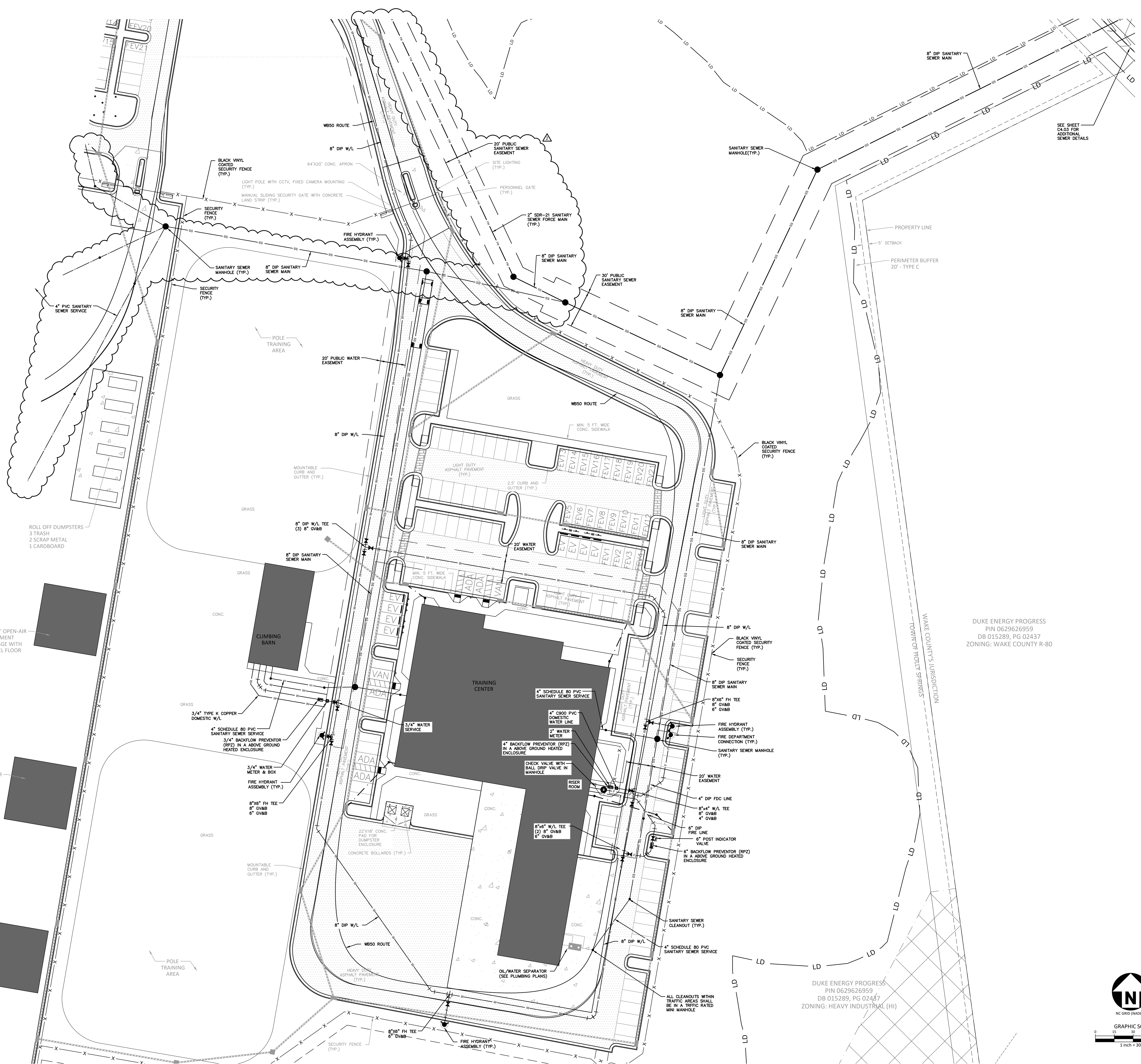
PROJECT NO. **22-008**
DRAWING NUMBER **CFD-XXXXX- A000 XXXXX**
ELECTRONIC FILE NAME: CU0111.DWG
DRAWN BY: SMP 08-26-2022
CHK'D BY: KAS 08-26-2022
E-MAIL: COVIL@MCADAMSCO.COM

SHEET TITLE
UTILITY
PLAN 'A'

SHEET NO. **C4.01**

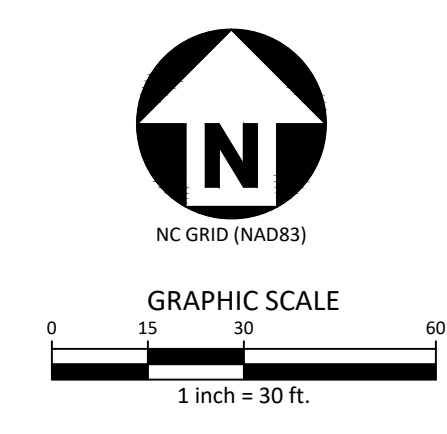
1 inch = 30 ft.

DATE	BY	REVISION
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08/26/22	SMP	REVISION 2
08/26/22	SMP	REVISION 3
08/26/22	SMP	REVISION 4
08/26/22	SMP	REVISION 5
08/26/22	SMP	REVISION 6
08/26/22	SMP	REVISION 7
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08/26/22	SMP	REVISION 24
08/26/22	SMP	REVISION 25
08/26/22	SMP	REVISION 26
08/26/22	SMP	REVISION 27
08/26/22	SMP	REVISION 28
08/26/22	SMP	REVISION 29
08/26/22	SMP	REVISION 30



UTILITY LEGEND

- FIRE HYDRANT ASSEMBLY
- FIRE DEPARTMENT CONNECTION (FDC)
- WATER METER
- WATER VALVE
- POST INDICATOR VALVE
- VALVE IN MANHOLE
- METER & VAULT
- BACKFLOW PREVENTER
- REDUCER
- PLUG
- BLOW-OFF ASSEMBLY
- SANITARY SEWER MANHOLE
- GREASE TRAP
- SEWER FLOW DIRECTION
- ARROW
- YARD LIGHTS
- LIGHT POLE
- POWER POLE
- FIRE WATERLINE
- WATERLINE
- RECLAIM WATERLINE
- UTILITY SLEEVE
- SANITARY SEWER
- OVERHEAD UTILITY
- UNDERGROUND ELECTRIC
- TELEPHONE
- EASEMENT LINE



DRAWING NUMBER
CFD-XXXXXX A000 -XXXXXX

DUKE ENERGY

MAILING ADDRESS:
P.O. BOX 1007
CHARLOTTE, NC

Safety Expectations:
ILLNESS ZERO Reduce Risk
INJURY ZERO Remove Exposures to Hazards
PROPERTY ZERO Reinforce Safe Behavior

HH ARCHITECTURE
1100 Dresser Court
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Email office@hh-arch.com

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phone 919.361.5000
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license number: C-0293, C-187
www.mcadamsco.com

Preliiminary
06/30/2023 12:18:05 PM

HOLLY SPRINGS OPERATIONS CENTER
WOODFIELD DEAD END ROAD
.DWG

DATE ISSUED: **2-03-2023**
PROJECT STATUS: **DEVELOPMENT**

DATE	BY	REVISION	DESCRIPTION
02/03/23	SMP	1	ISSUED FOR PERMIT
02/03/23	SMP	2	REVISIONS
02/03/23	SMP	3	REVISIONS
02/03/23	SMP	4	REVISIONS
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02/03/23	SMP	97	REVISIONS
02/03/23	SMP	98	REVISIONS
02/03/23	SMP	99	REVISIONS
02/03/23	SMP	100	REVISIONS

PROJECT NO. **22-008**
DRAWING NUMBER
CFD-XXXX- A000 XXXXX
ELECTRONIC FILE NAME: CU0112.DWG
DRAWN BY: SMP 08-26-2022
CHK'D BY: KAS 08-26-2022
E-MAIL: COVIL@MCADAMSCO.COM

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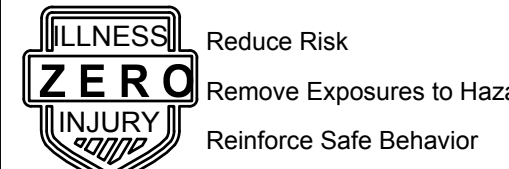
SHEET TITLE
UTILITY
PLAN 'B'

SHEET NO.
C4.02



MAILING ADDRESS:
P.O. BOX 1007
CHARLOTTE, NC

Safety Expectations:

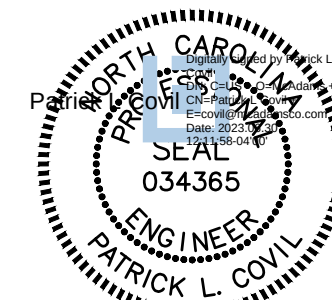


ARCHITECTURE
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Office 919.828.2301
Email office@hh-arch.com



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Durham, NC 27713

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license number: C-0293, C-187
www.mcadamsco.com



Preliminary
06/30/2023 12:18:08 PM

**HOLLY SPRINGS
OPERATIONS
CENTER**

WOODFIELD DEAD END ROAD
.DWG

DATE ISSUED: **2-03-2023**

PROJECT STATUS: **DEVELOPMENT**

MARK	DATE	BY	DESCRIPTION
1	08/26/2022	SMP	REDUCTION OF CLEARING ACTIVITIES
2	06/30/2023	SMP	SANITARY CUTOFF REVISION

PROJECT NO. **22-008**

DRAWING NUMBER
CFD-XXXX- A000 XXXXX

ELECTRONIC FILE NAME: CU0113.DWG

DRAWN BY: SMP 08-26-2022

CHK'D BY: KAS 08-26-2022

E-MAIL: COVIL@MCADAMSCO.COM

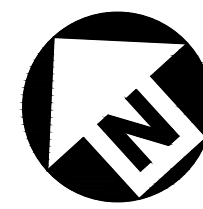
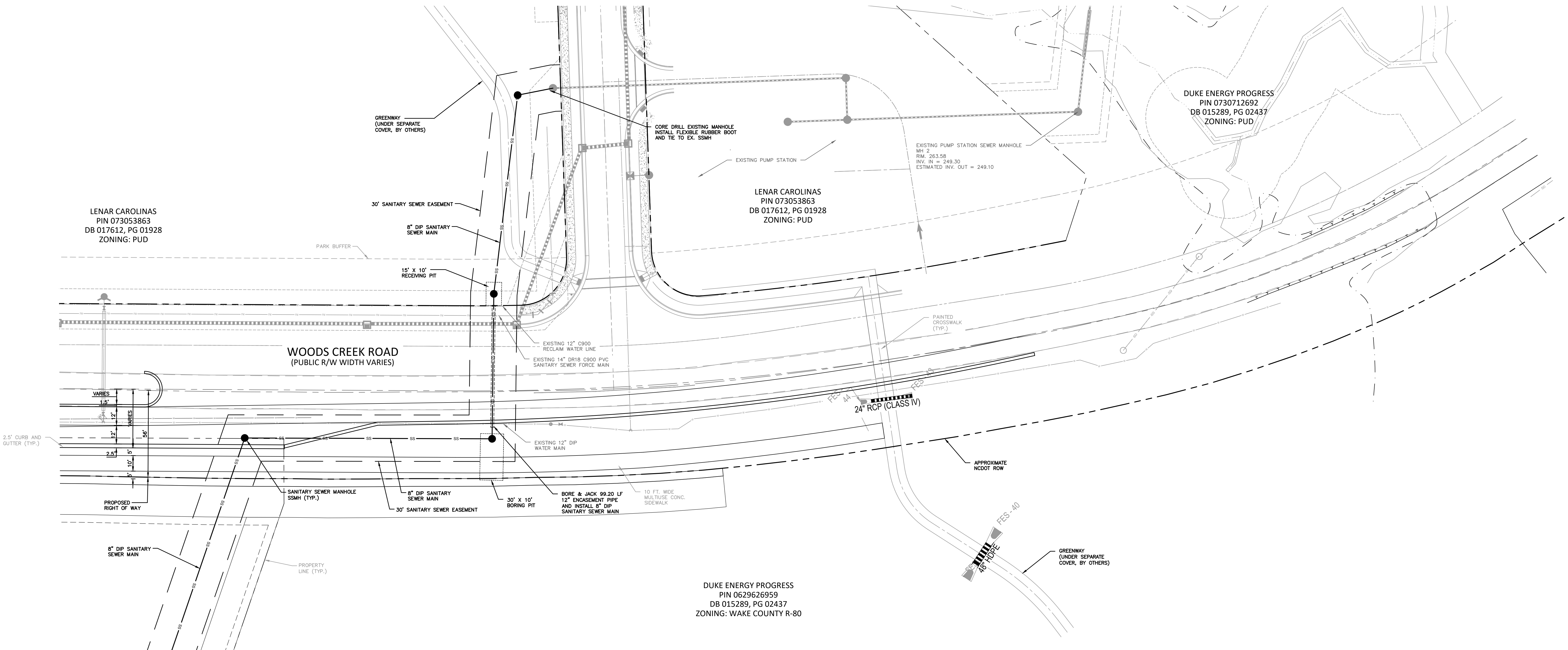
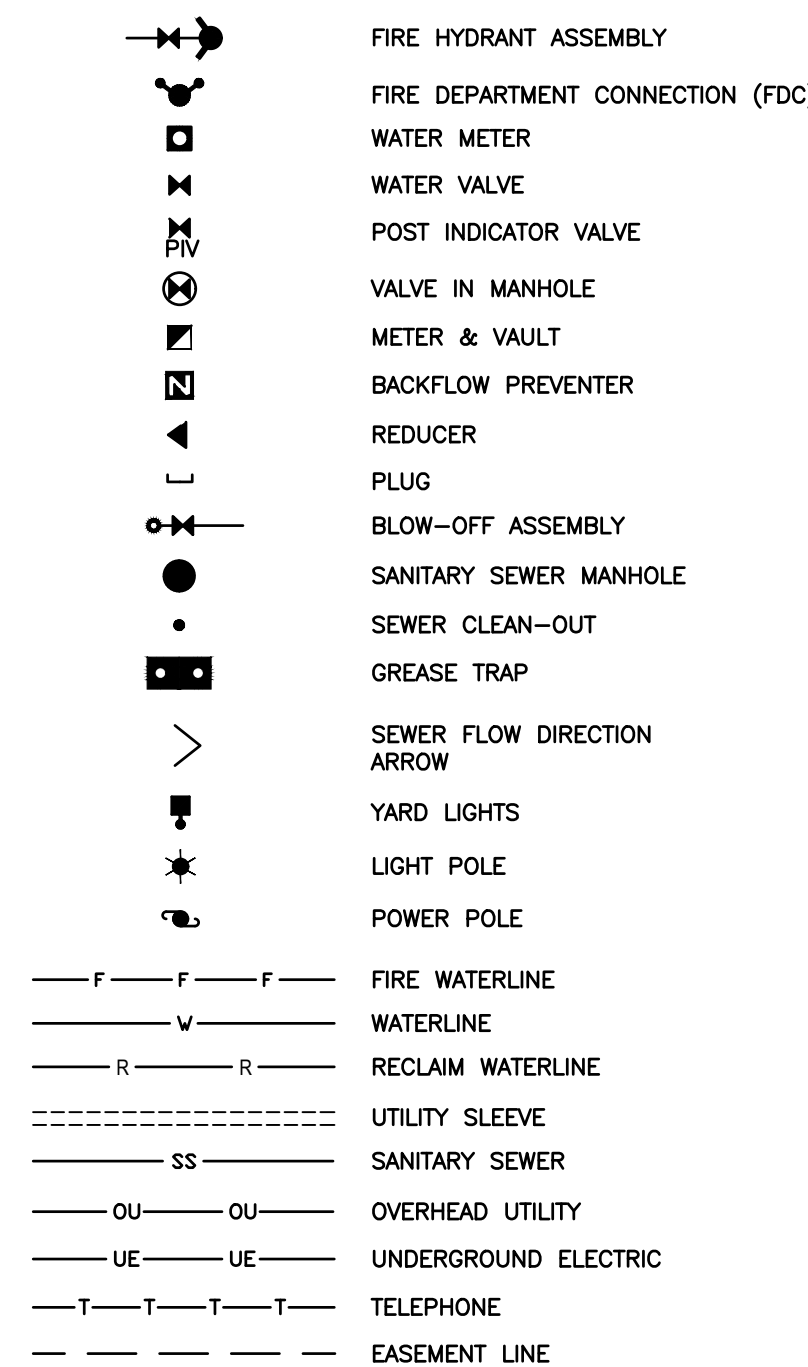
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WITHOUT THE WRITTEN PERMISSION OF DUKE ENERGY CORPORATION. THE
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SHEET TITLE
**UTILITY
PLAN 'C'**

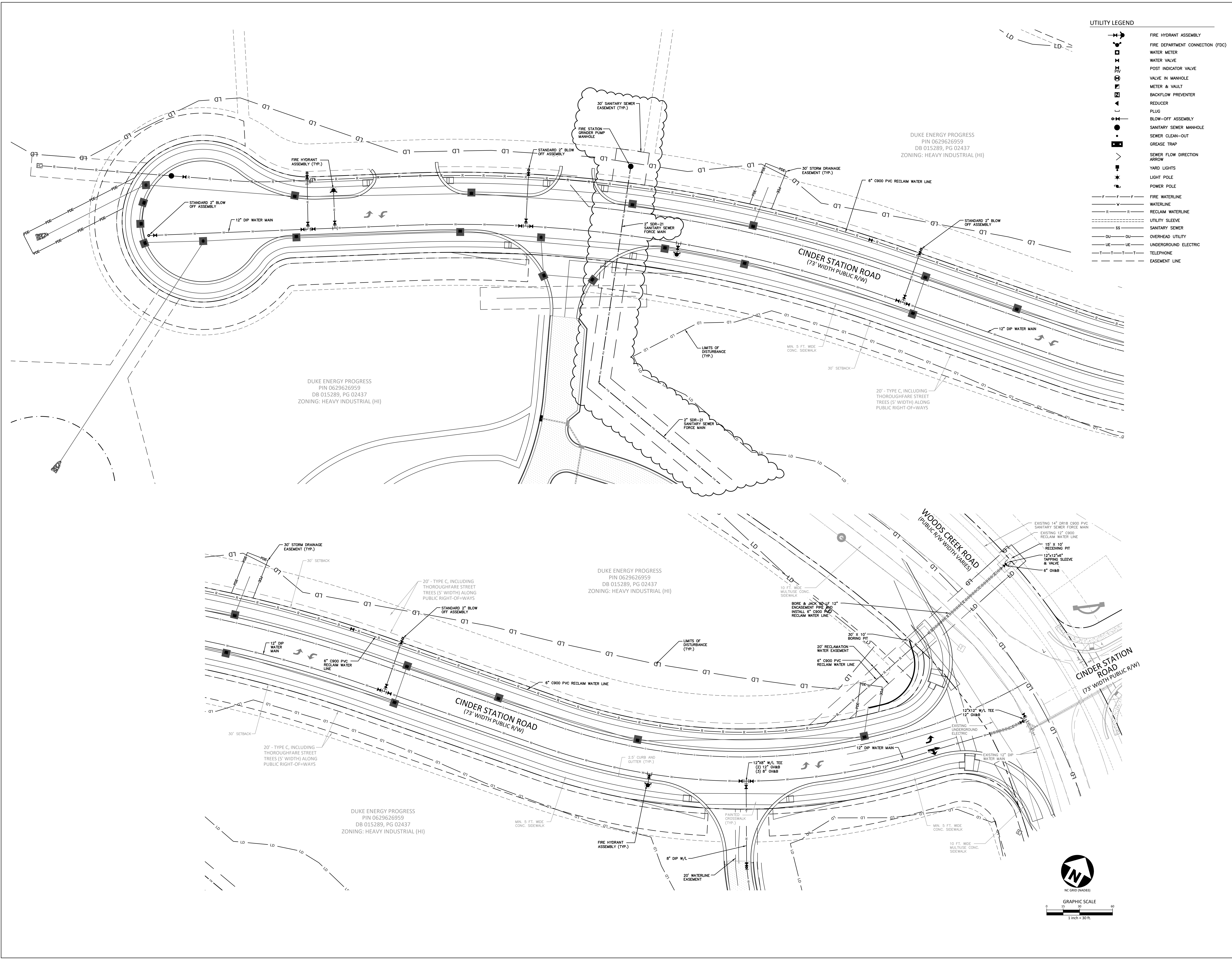
SHEET NO.

C4.03

UTILITY LEGEND



GRAPHIC SCALE
0 10 20 30
1 inch = 30 ft.



- UTILITY LEGEND
- FIRE HYDRANT ASSEMBLY
 - FIRE DEPARTMENT CONNECTION (FDC)
 - WATER METER
 - WATER VALVE
 - POST INDICATOR VALVE
 - VALVE IN MANHOLE
 - METER & VAULT
 - BACKFLOW PREVENTER
 - REDUCER
 - PLUG
 - BLOW-OFF ASSEMBLY
 - SANITARY SEWER MANHOLE
 - SEWER CLEAN-OUT
 - GREASE TRAP
 - SEWER FLOW DIRECTION ARROW
 - YARD LIGHTS
 - LIGHT POLE
 - POWER POLE
 - FIRE WATERLINE
 - WATERLINE
 - RECLAIM WATERLINE
 - UTILITY SLEEVE
 - SANITARY SEWER
 - OVERHEAD UTILITY
 - UNDERGROUND ELECTRIC
 - TELEPHONE
 - EASEMENT LINE

DRAWING NUMBER
CFD-XXXXX A000 -XXXXX

DUKE ENERGY

MAILING ADDRESS:
P.O. BOX 1007
CHARLOTTE, NC

Safety Expectations:
ILLNESS Reduce Risk
ZERO Remove Exposures to Hazards
INJURY Reinforce Safe Behavior

HH
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1100 Dresser Court
Raleigh, NC 27609
Office 919.828.2301
Email office@hh-arch.com

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license number: C-0293, C-187
www.mcadamsco.com

Preliminary
06/30/2023 12:18:22 PM

HOLLY SPRINGS OPERATIONS CENTER
WOODFIELD DEAD END ROAD
.DWG

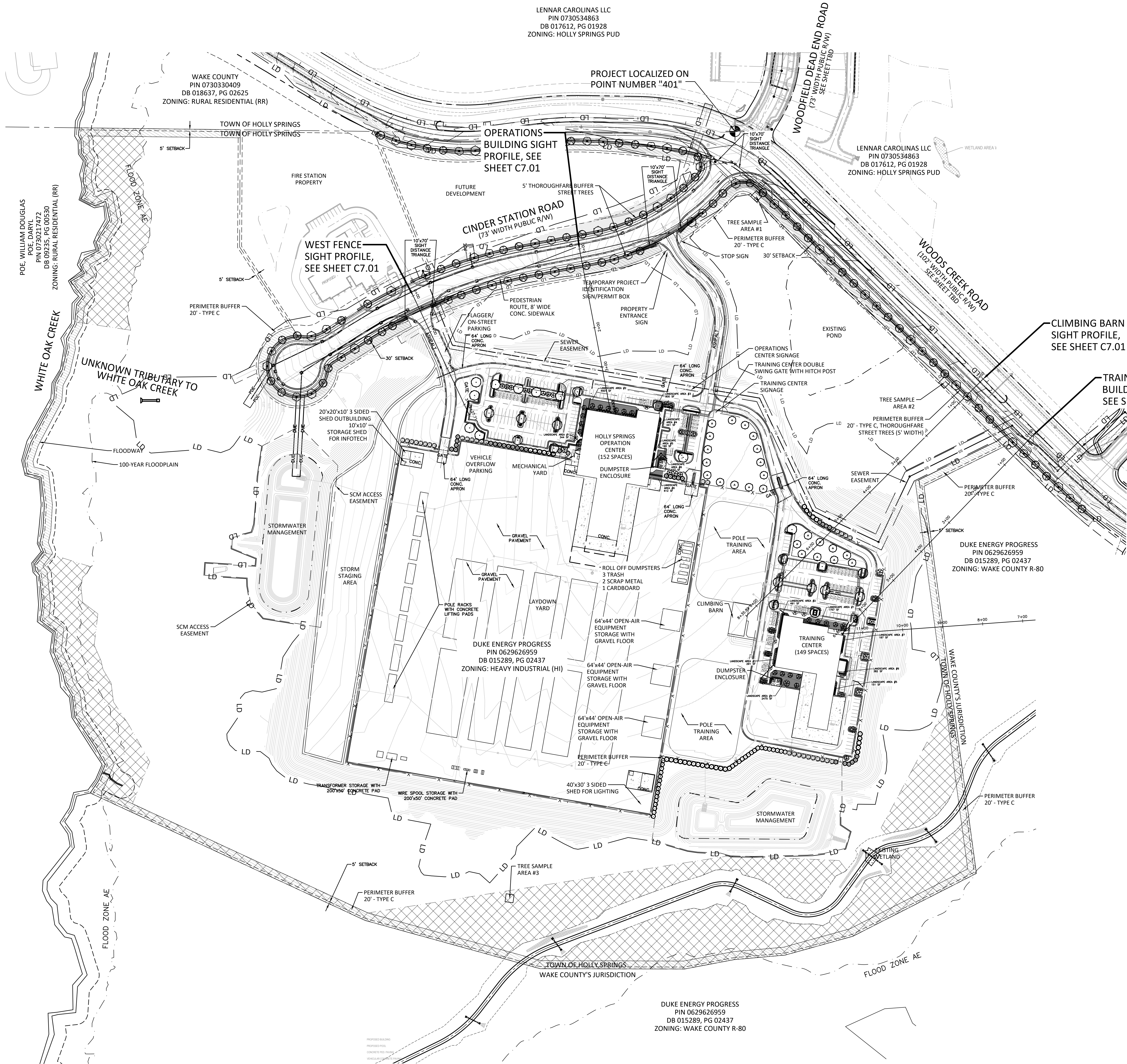
DATE ISSUED: **2-03-2023**
PROJECT STATUS: **DEVELOPMENT**

DATE	BY	REVISION
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02/03/23	SM	2
02/03/23	SM	3
02/03/23	SM	4
02/03/23	SM	5
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02/03/23	SM	100

PROJECT NO. **22-008**
DRAWING NUMBER **CFD-XXXX- A000 XXXXX**
ELECTRONIC FILE NAME: CU0114.DWG
DRAWN BY: SMP 08-26-2022
CHK'D BY: KAS 08-26-2022
E-MAIL: COVIL@MCADAMSCO.COM

SHEET TITLE
UTILITY PLAN 'D'

SHEET NO.
C4.04



LANDSCAPE LEGEND

[Symbol]	5' THOROUGHFARE BUFFER
[Symbol]	20' TYPE C PERIMETER BUFFER
[Symbol]	FOUNDATION LANDSCAPE AREA
[Symbol]	SIGHT DISTANCE TRIANGLE
[Symbol]	TREE PRESERVATION 9.01 AC

DRAWING NUMBER
CFD-XXXXX A000 -XXXXX



MAILING ADDRESS:
P.O. BOX 1007
CHARLOTTE, NC

Safety Expectations:



phone 919.361.5000
fax 919.361.2269
license number: C-0293, C-187
www.mcadamsco.com



HOLLY SPRINGS
OPERATIONS
CENTER

WOODFIELD DEAD END ROAD

DATE ISSUED: 2-03-2023

PROJECT STATUS: DEVELOPMENT

DATE	BY	REVISION
2/03/2023	SM	REDUCTION OF CLEARING ACTIVITIES
2/03/2023	SM	SANITARY OUTFALL REVISION

PROJECT NO. 22-008

DRAWING NUMBER
CFD-XXXX- A000 XXXXX

ELECTRONIC FILE NAME: C7000.DWG

DRAWN BY: SMP 08-26-2022

CHK'D BY: KAS 08-26-2022

E-MAIL: COVIL@MCADAMSCO.COM

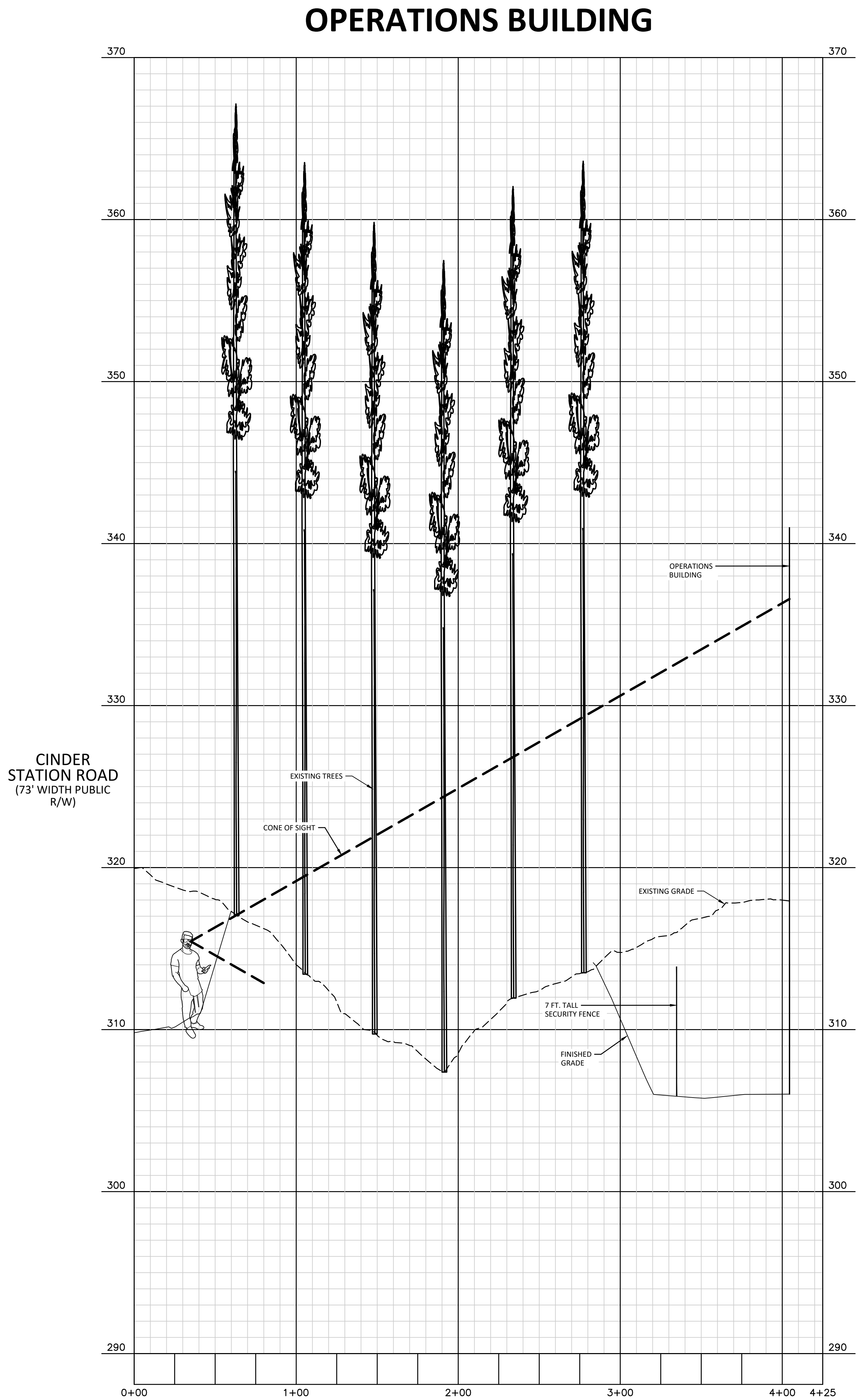
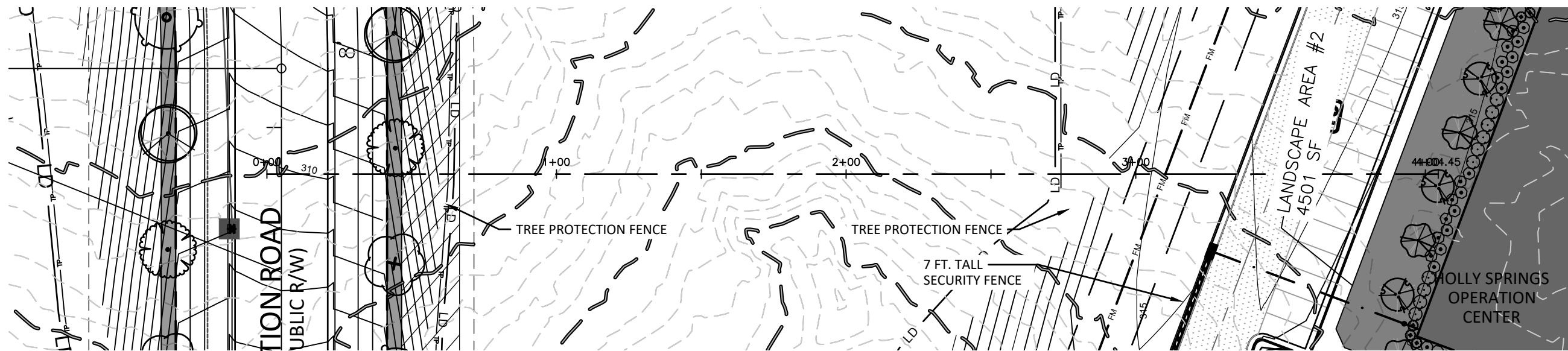
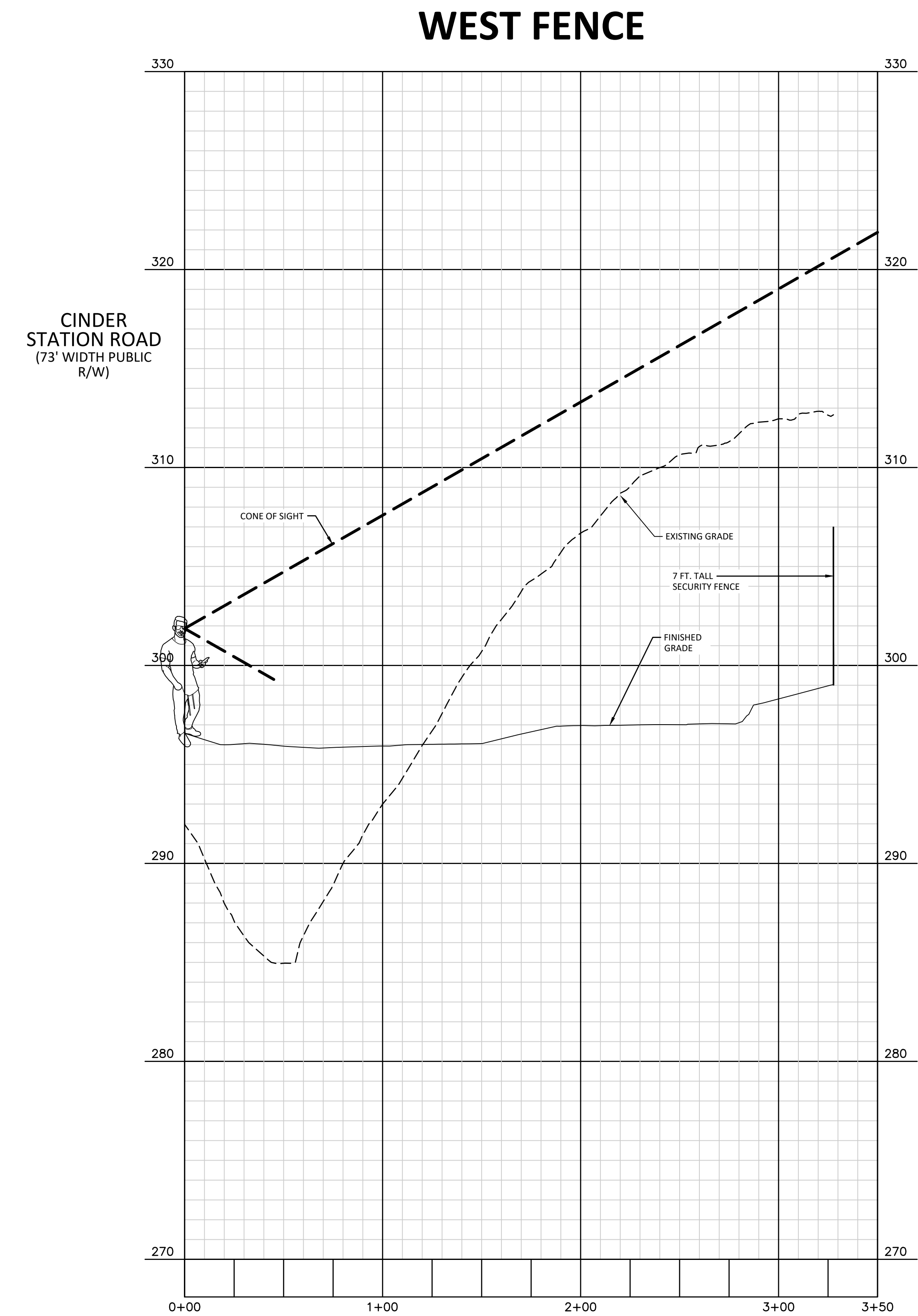
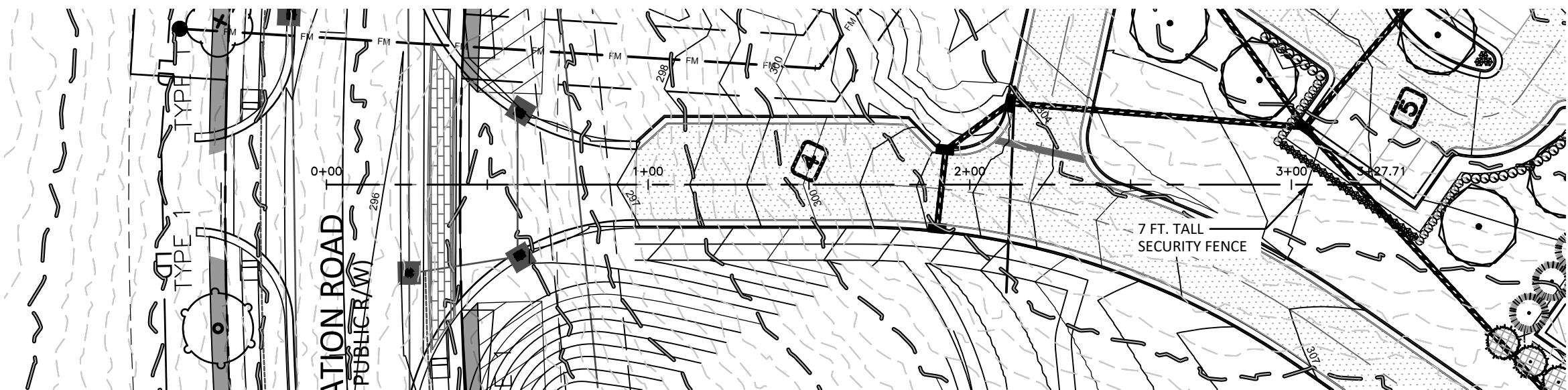
SHEET TITLE

OVERALL
SIGHT PLAN

SHEET NO.

C7.00

Page 91 of 271

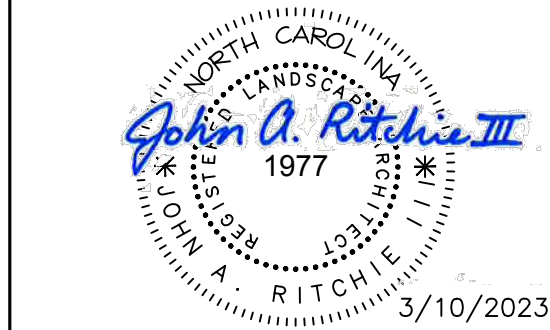
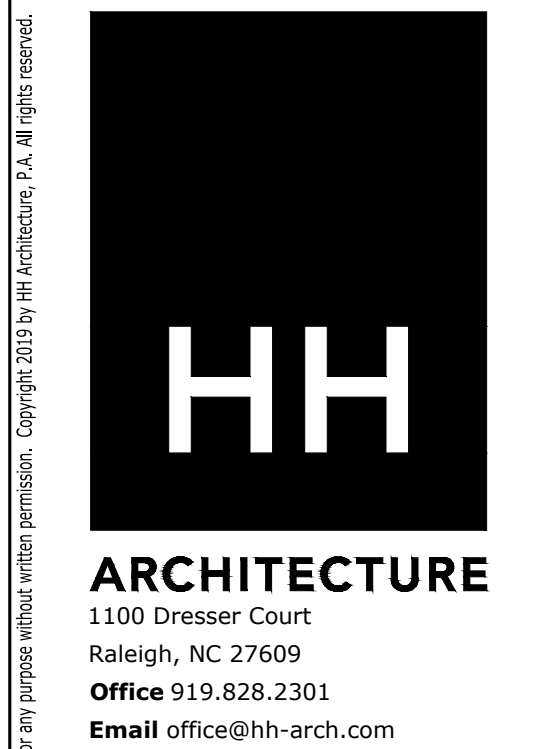


DRAWING NUMBER
CFD-XXXXX A000 -XXXXX



MAILING ADDRESS:
P.O. BOX 1007
CHARLOTTE, NC

Safety Expectations:



HOLLY SPRINGS
OPERATIONS
CENTER
WOODFIELD DEAD END ROAD

DATE ISSUED: 2-03-2023

PROJECT STATUS: DEVELOPMENT

MARK	DATE	BY	REVISION	DESCRIPTION
1	02/03/23	SMP	1	INITIAL DESIGN
2	02/03/23	SMP	2	REVISION OF EXISTING ACTIVITIES
3	02/03/23	SMP	3	SANITARY OUTFALL REVISION

PROJECT NO. 22-008

DRAWING NUMBER
CFD-XXXX- A000 XXXXX

ELECTRONIC FILE NAME:

DRAWN BY: SMP 08-26-2022

CHK'D BY: KAS 08-26-2022

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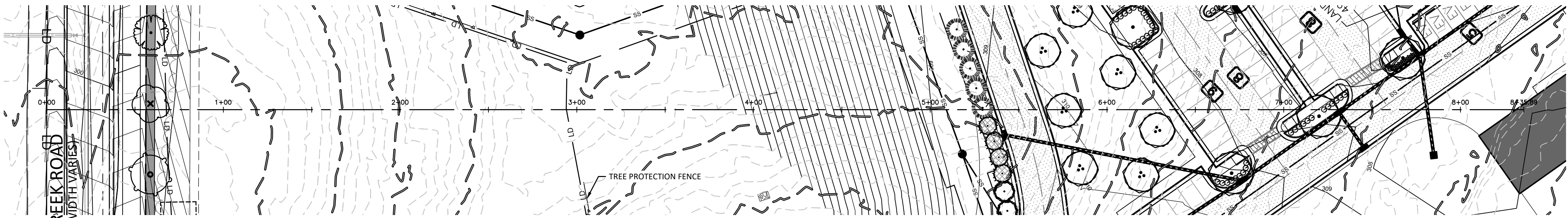
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SIGHT PLAN AND PROFILE
WEST FENCE AND
OPERATIONS BUILDING

SHEET NO.

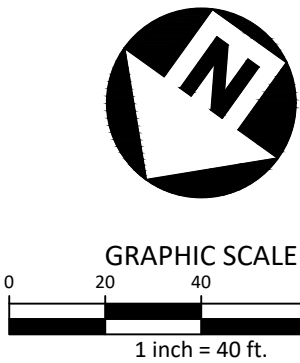
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MA: Duke Energy's Project DNE 22-008A, 04-Proposition's Engineering Development Plan Current, Drawing C701.dwg, 8/20/2023, 11:48:44 AM, Draw, Looezzo

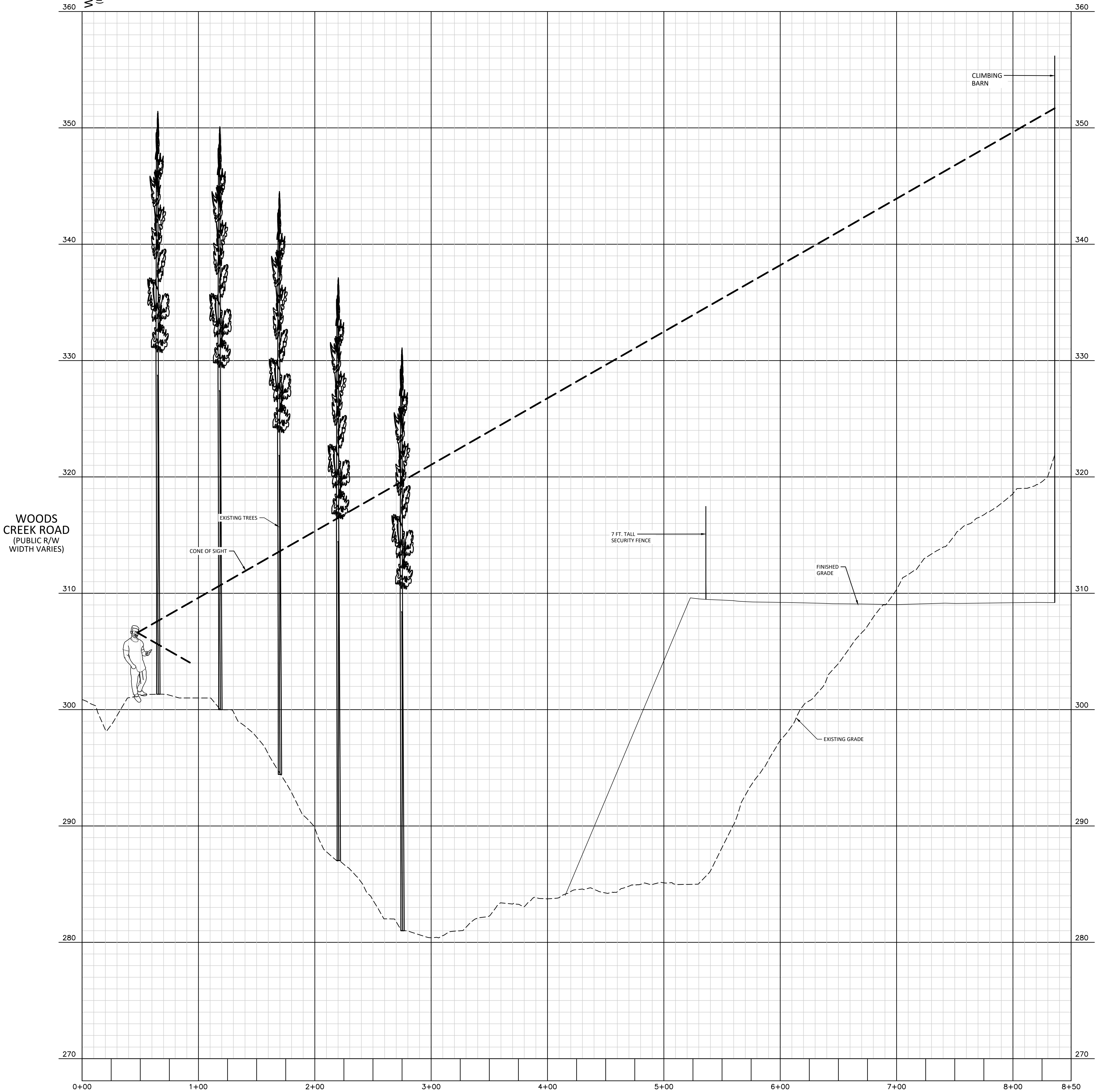
Page 92 of 271



CLIMBING
BARN



CLIMBING BARN

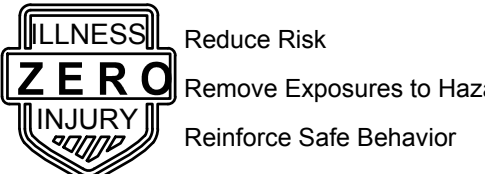


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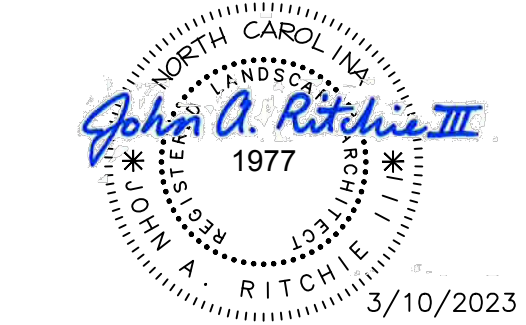
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Safety Expectations:



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license number: C-0293, C-187
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HOLLY SPRINGS
OPERATIONS
CENTER

WOODFIELD DEAD END ROAD

.DWG

DATE ISSUED: 2-03-2023

PROJECT STATUS: DEVELOPMENT

MARK	DATE	BY	REVISION	DESCRIPTION
1	6/20/23	SMP	1	SANITARY OUTFALL REVISION

PROJECT NO. 22-008

DRAWING NUMBER
CFD-XXXX- A000 XXXXX

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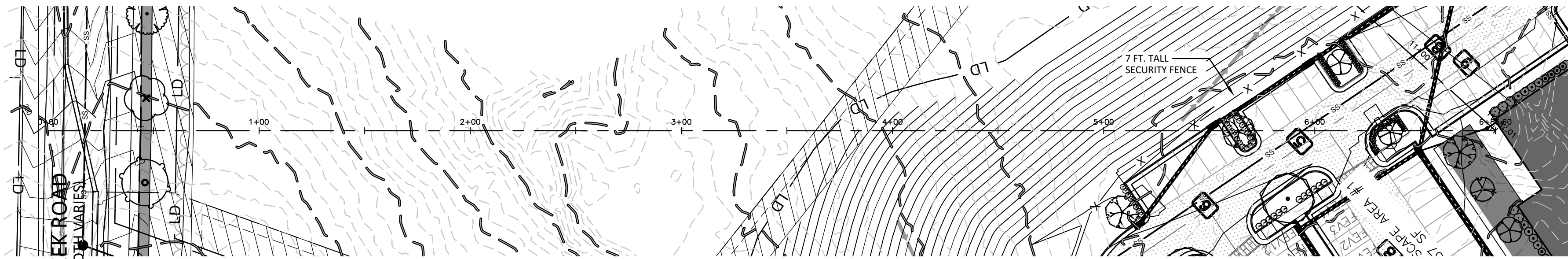
CHK'D BY: KAS 08-26-2022

E-MAIL: COVIL@MCADAMSCO.COM

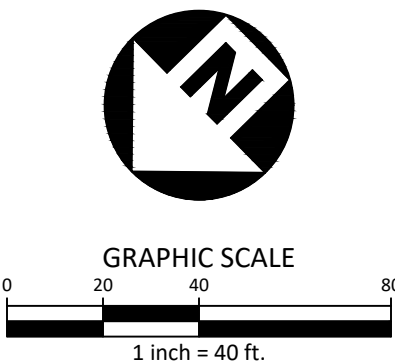
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CLIMBING BARN

SHEET NO.

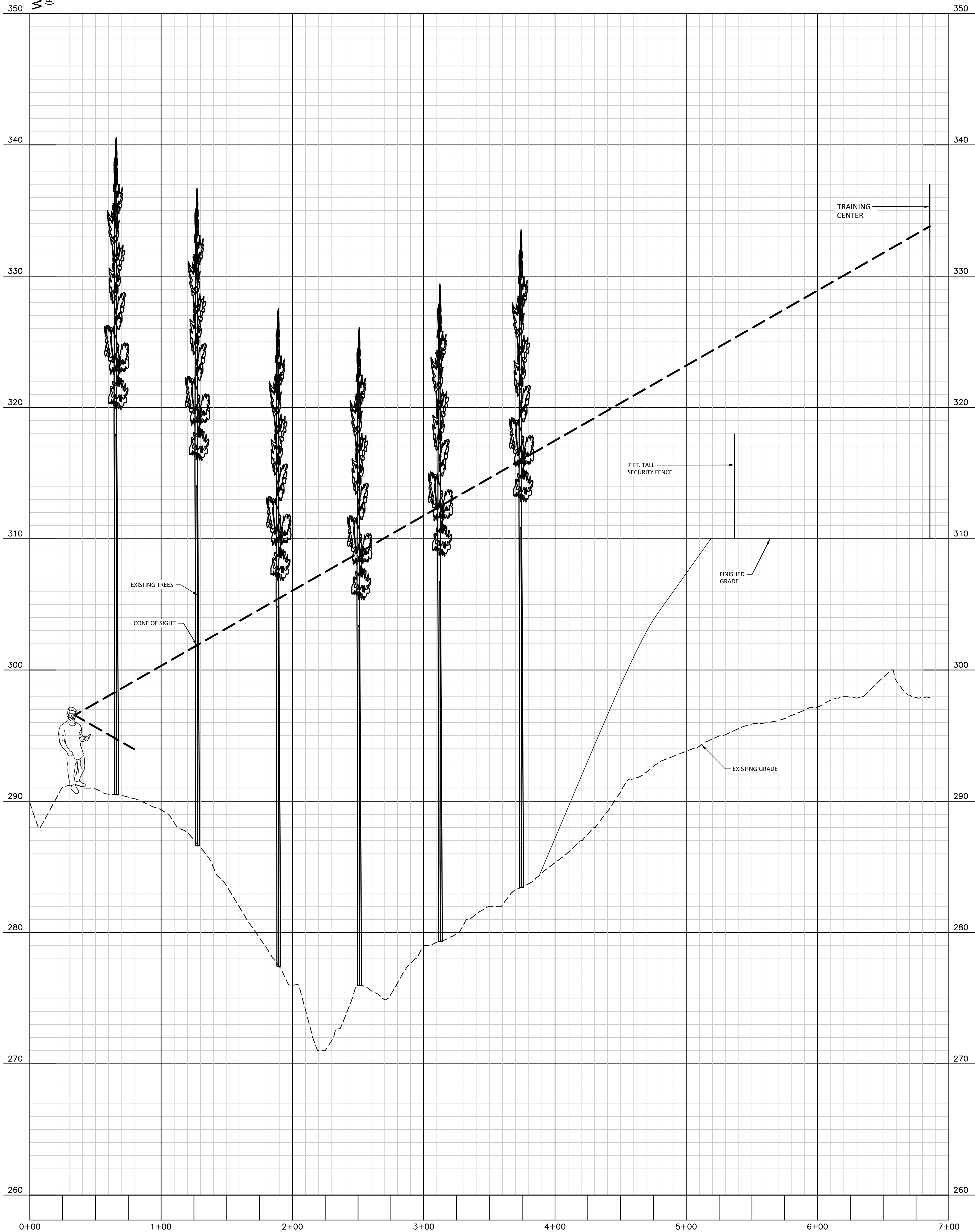
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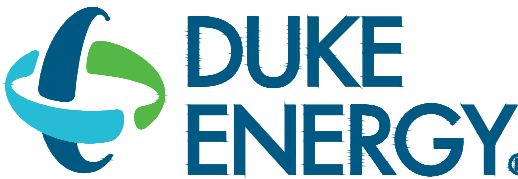
TRAINING CENTER



TRAINING CENTER-1

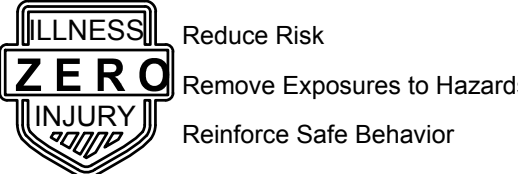


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CFD-XXXXX A000 -XXXXX



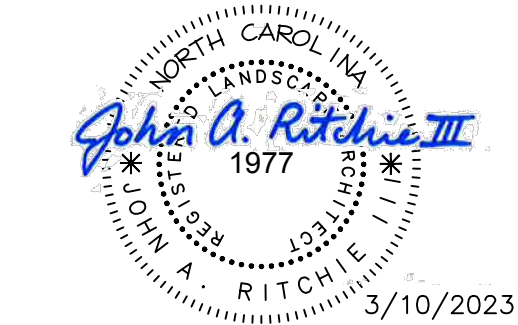
MAILING ADDRESS:
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Safety Expectations:



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fax 919.361.2269
license number: C-0293, C-187
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HOLLY SPRINGS
OPERATIONS
CENTER

WOODFIELD DEAD END ROAD

DATE ISSUED: 2-03-2023
PROJECT STATUS: DEVELOPMENT

MARK	DATE	DESCRIPTION	BY	CHK'D
1	02/03/23	DESIGN	SMP	
2	02/03/23	REDUCTION OF CLEARING ACTIVITIES	SMP	
3	02/03/23	SANITARY OUTFALL REVISION	SMP	

PROJECT NO. 22-008

DRAWING NUMBER
CFD-XXXX- A000 XXXXX

ELECTRONIC FILE NAME:

DRAWN BY: SMP 08-26-2022

CHK'D BY: KAS 08-26-2022

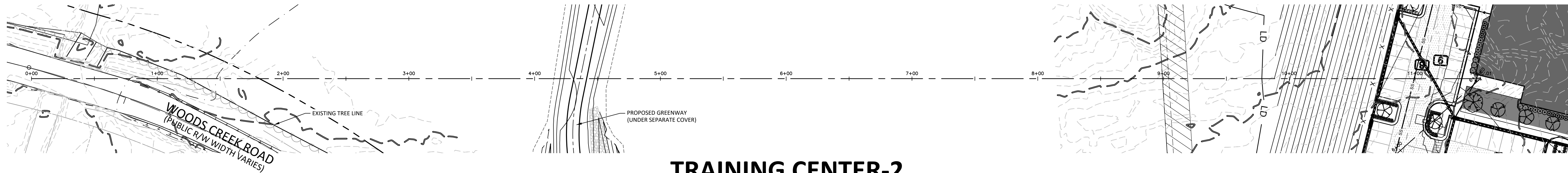
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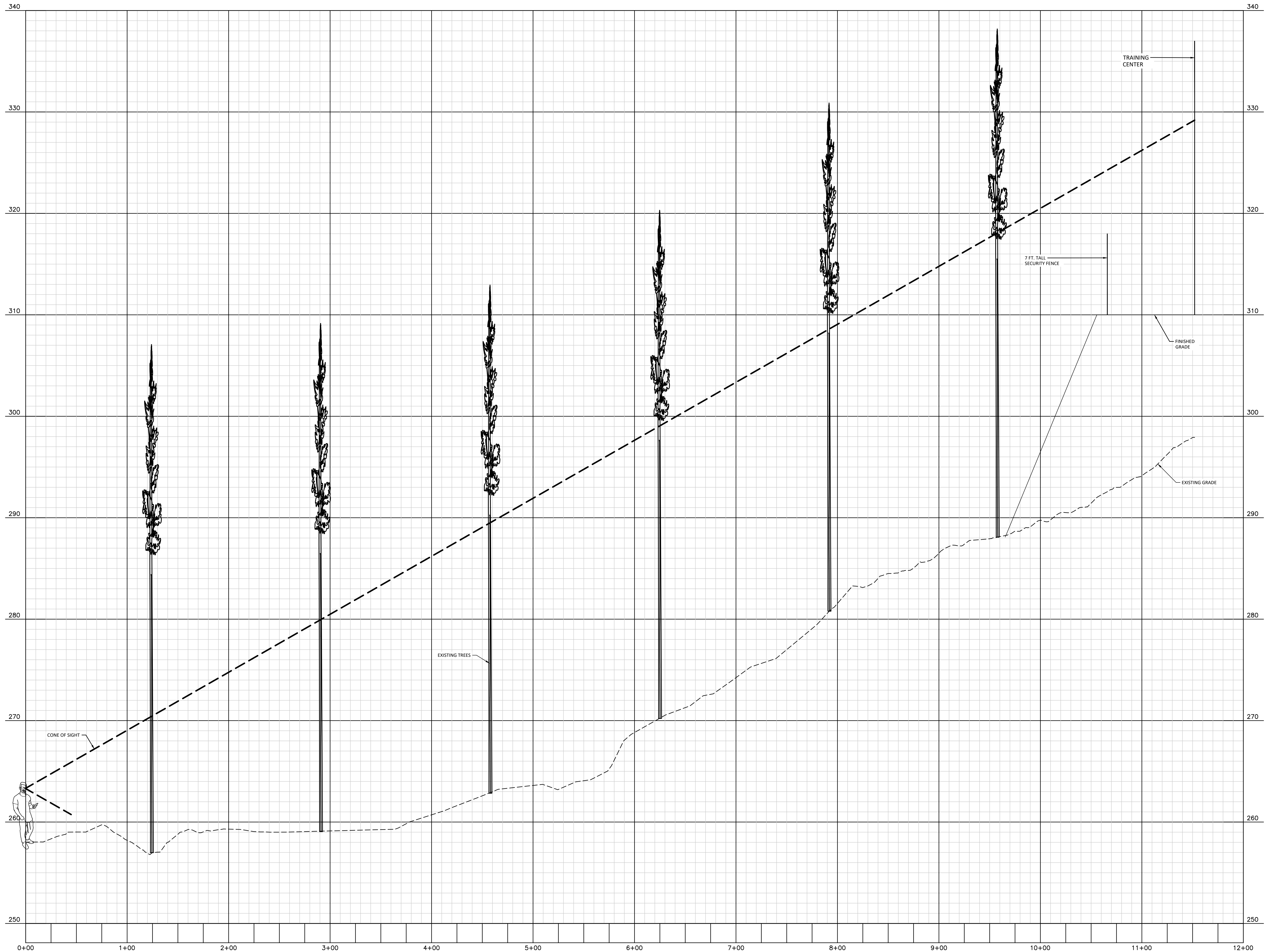
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SIGHT PLAN AND PROFILE
TRAINING CENTER 1

SHEET NO.

C7.03



TRAINING CENTER-2

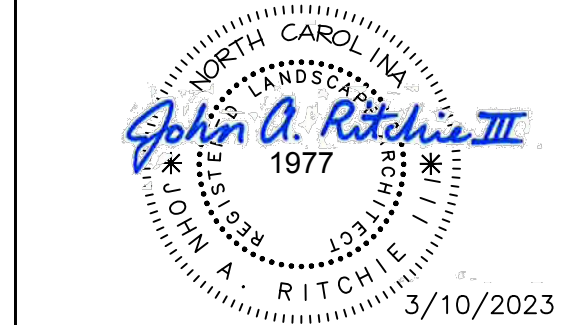
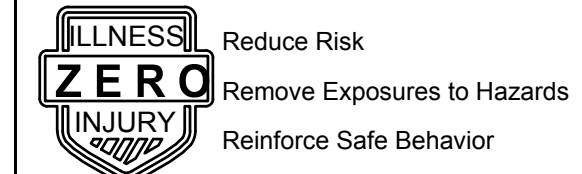


DRAWING NUMBER
CFD-XXXXX A000 -XXXXX



MAILING ADDRESS:
P.O. BOX 1007
CHARLOTTE, NC

Safety Expectations:



HOLLY SPRINGS
OPERATIONS
CENTER
WOODFIELD DEAD END ROAD

DATE ISSUED: 2-03-2023
PROJECT STATUS: DEVELOPMENT

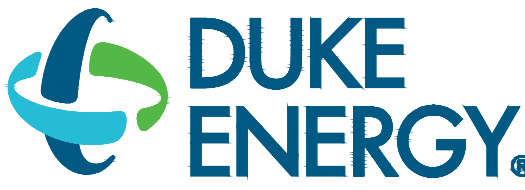
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2	02/03/23	REDUCTION OF CLEARING ACTIVITIES	SMP	KAS
3	02/03/23	SANITARY OUTFALL REVISION	SMP	KAS

PROJECT NO. 22-008
DRAWING NUMBER CFD-XXXX- A000 XXXXX
ELECTRONIC FILE NAME:
DRAWN BY: SMP 08-26-2022
CHK'D BY: KAS 08-26-2022
E-MAIL: COVIL@MCADAMSCO.COM

SHEET TITLE
SIGHT PLAN AND PROFILE
TRAINING CENTER 2

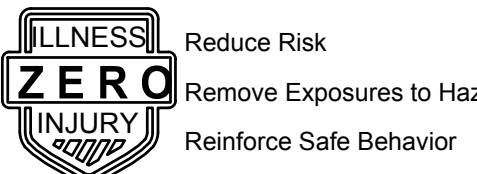
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MAILING ADDRESS:
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Safety Expectations:



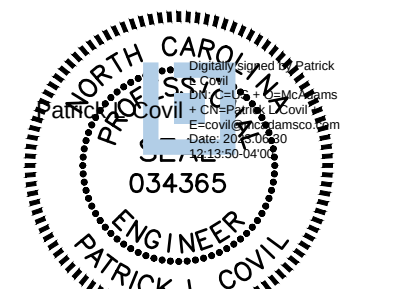
1100 Dresser Court
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Preliminary
06/30/2023 12:18:31 PM

HOLLY SPRINGS
OPERATIONS
CENTER

WOODFIELD DEAD END ROAD

DATE ISSUED: 2-03-2023

PROJECT STATUS: DEVELOPMENT

PROJECT NO. 22-008

DRAWING NUMBER

CFD-XXXX- A000 XXXXX

ELECTRONIC FILE NAME:

DRAWN BY: SMP 08-26-2022

CHK'D BY: KAS 08-26-2022

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SHEET TITLE

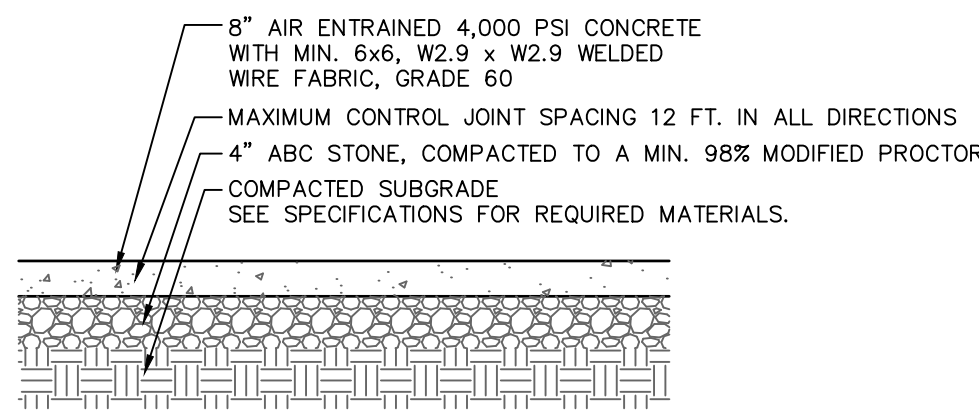
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DETAILS

SHEET NO.

C8.00

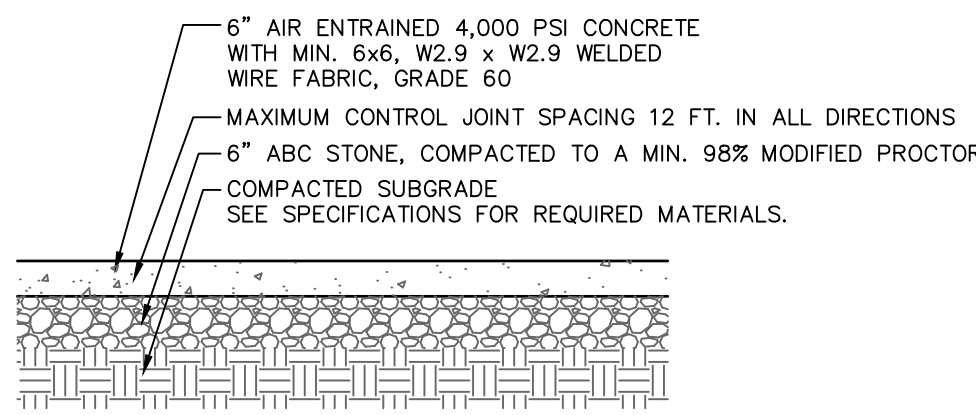
NOTE:
THE CONTRACTOR SHALL VERIFY PAVEMENT DESIGN WITH THE GEOTECHNICAL ENGINEER PRIOR TO PROCEEDING WITH CONSTRUCTION.



SUBGRADE COMPACTED TO A MINIMUM 98% STANDARD PROCTOR MAXIMUM DRY DENSITY (ASTM D 698) REFER TO SOILS REPORT IF AVAILABLE.

CONCRETE PAD DETAIL
N.T.S.

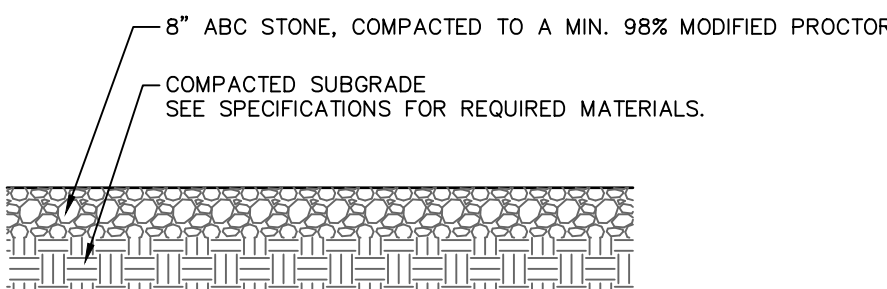
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THE CONTRACTOR SHALL VERIFY PAVEMENT DESIGN WITH THE GEOTECHNICAL ENGINEER PRIOR TO PROCEEDING WITH CONSTRUCTION.



SUBGRADE COMPACTED TO A MINIMUM 98% STANDARD PROCTOR MAXIMUM DRY DENSITY (ASTM D 698) REFER TO SOILS REPORT IF AVAILABLE.

CONCRETE PAVEMENT DETAIL
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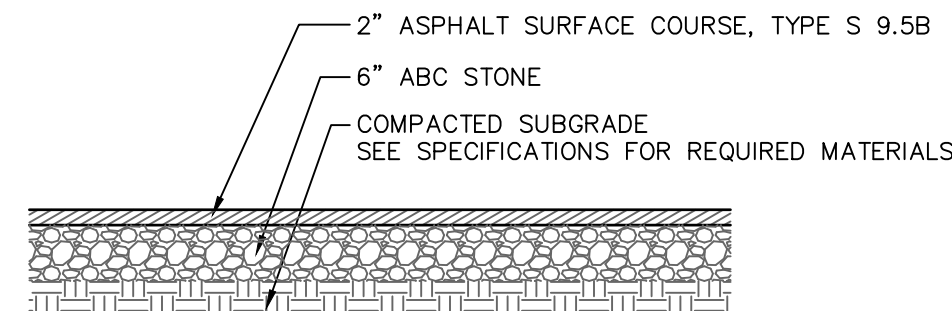
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SUBGRADE COMPACTED TO A MINIMUM 98% STANDARD PROCTOR MAXIMUM DRY DENSITY (ASTM D 698) REFER TO SOILS REPORT IF AVAILABLE.

GRAVEL STORAGE YARD SECTION DETAIL
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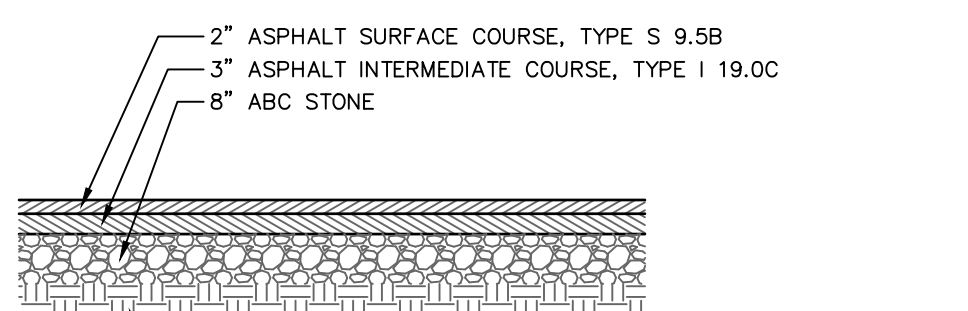
NOTE:
THE PAVEMENT SECTIONS SHOWN ARE PRELIMINARY. THE CONTRACTOR SHALL VERIFY PAVEMENT DESIGN WITH THE GEOTECHNICAL ENGINEER PRIOR TO PROCEEDING WITH CONSTRUCTION.



SUBGRADE COMPACTED TO A MINIMUM 98% STANDARD PROCTOR MAXIMUM DRY DENSITY (ASTM D 698) REFER TO SOILS REPORT IF AVAILABLE.

ON-SITE ASPHALT PARKING PAVEMENT DETAIL
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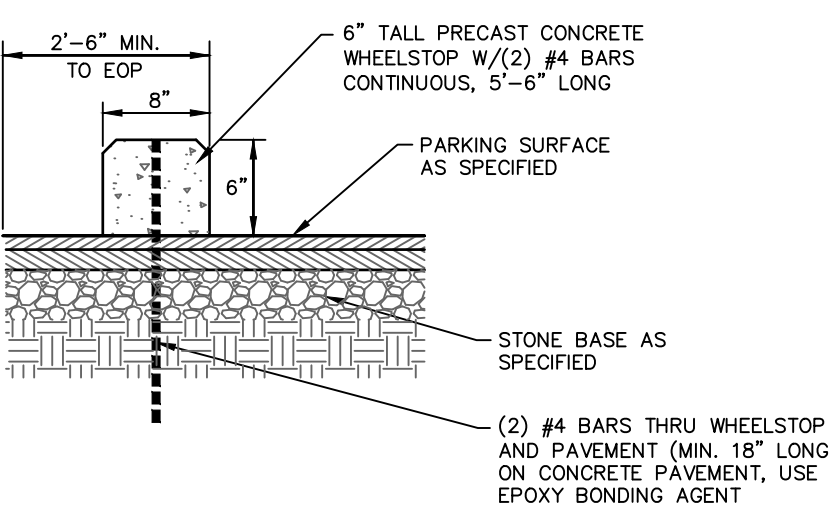
NOTE:
THE CONTRACTOR SHALL VERIFY PAVEMENT DESIGN WITH THE GEOTECHNICAL ENGINEER PRIOR TO PROCEEDING WITH CONSTRUCTION.



SUBGRADE COMPACTED TO A MINIMUM 98% STANDARD PROCTOR MAXIMUM DRY DENSITY (ASTM D 698) REFER TO SOILS REPORT IF AVAILABLE.

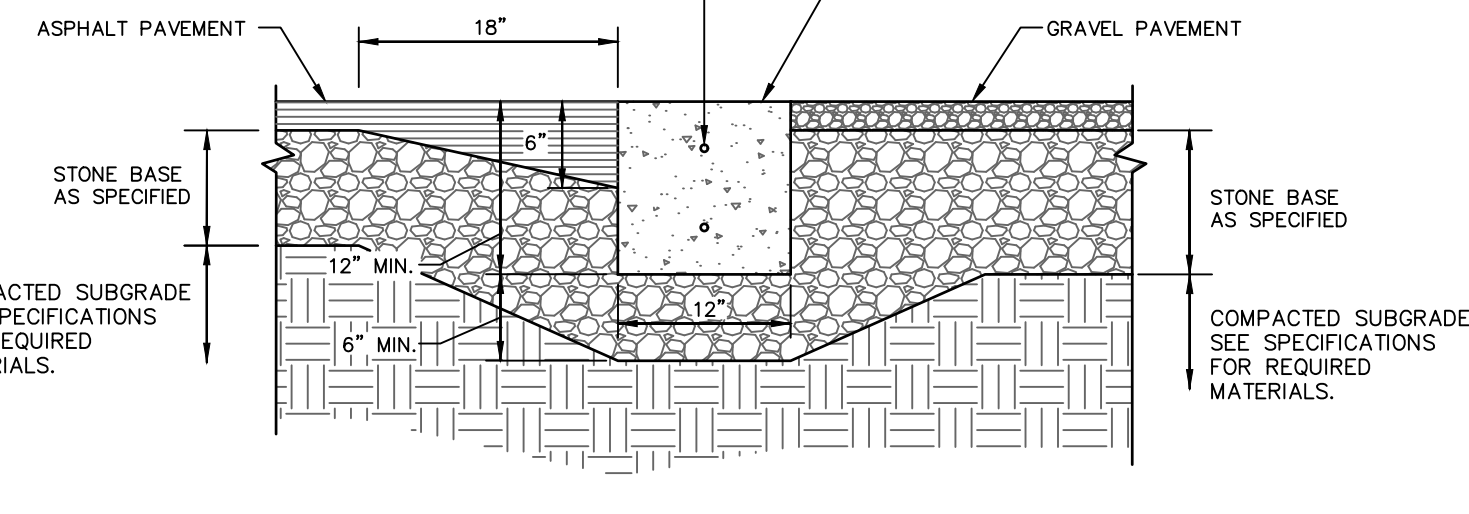
HEAVY-DUTY ASPHALT PAVEMENT DETAIL
N.T.S.

NOTE: CURB STOP SHALL BE SLOTTED, FOR DRAINAGE

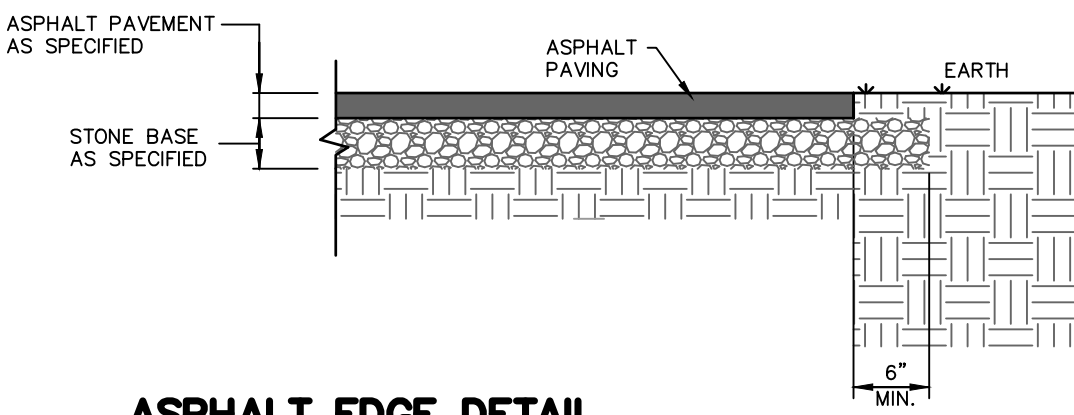


WHEEL STOP
N.T.S.

#4 BAR'S TOP AND BOTTOM OF ALL THICKENED EDGES (TYP.)

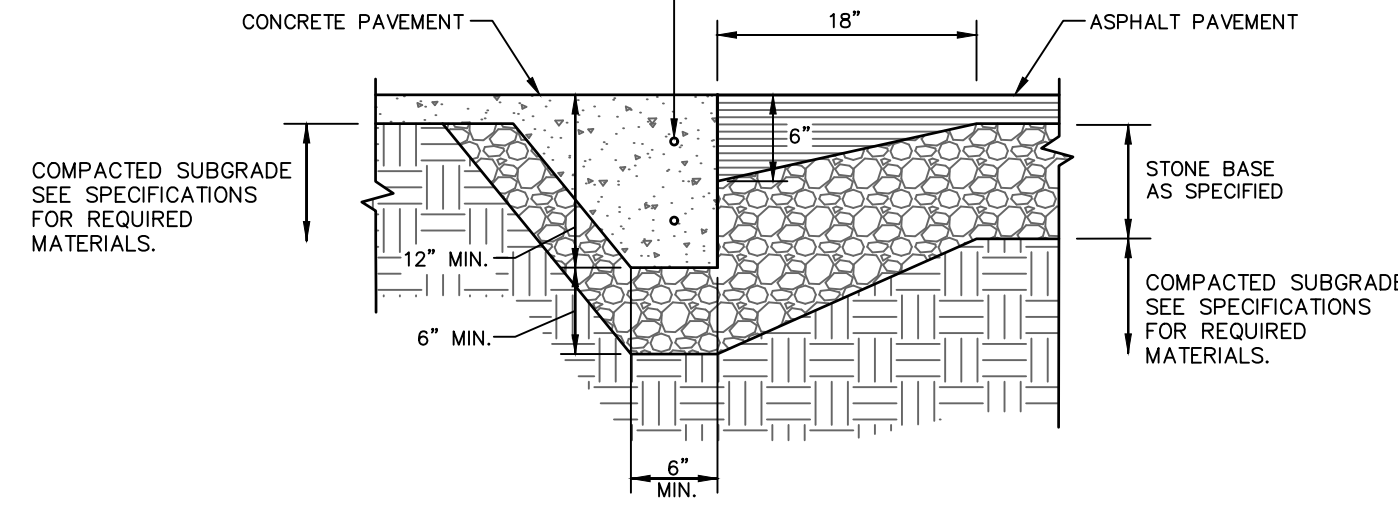


PAVEMENT TRANSITION
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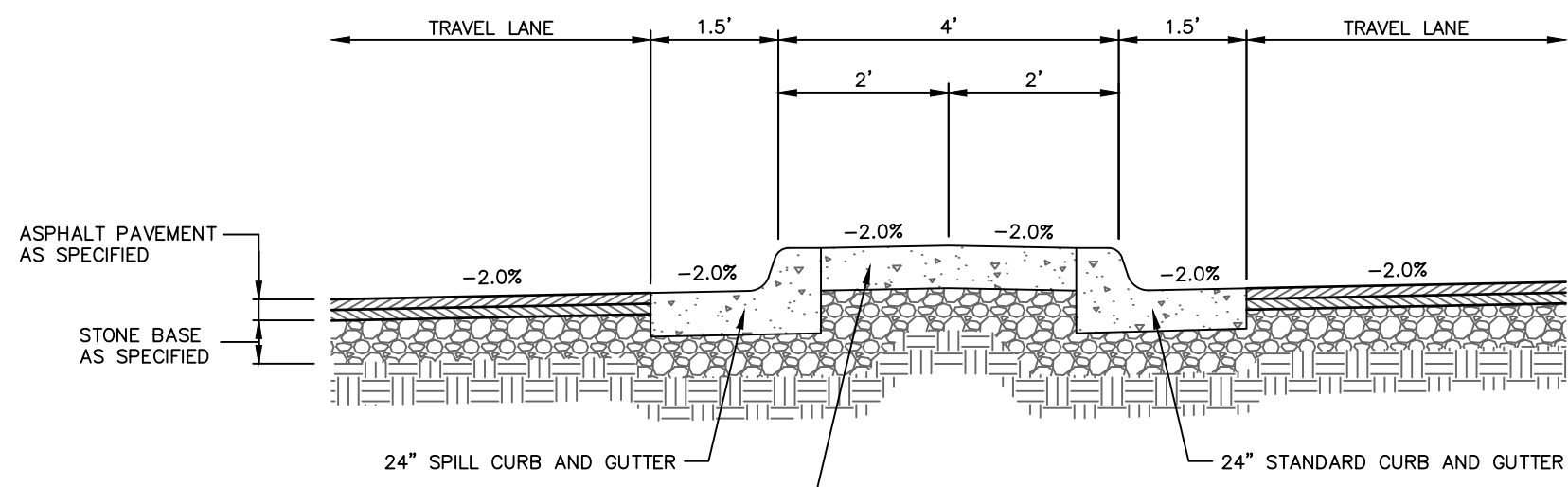


ASPHALT EDGE DETAIL
N.T.S.

#4 BAR'S TOP AND BOTTOM OF ALL THICKENED EDGES (TYP.)



CONCRETE TO ASPHALT PAVEMENT TRANSITION
N.T.S.



CONCRETE SECURITY ACCESS ISLAND
N.T.S.

- NOTES**
1. ENSURE FLUME HAS POSITIVE DRAINAGE
 2. CONCRETE SHALL BE 3000 PSI
 3. STONE IS REQUIRED IF FLUME IS ON A STREET
 4. STONE IS NOT REQUIRED IF FLUME IS IN A PARKING LOT

DRAWING NOT TO SCALE

STANDARD FLUME

TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT

STANDARD DETAIL NUMBER: HS324

DATE 2/8/20 REVISIONS



- NOTES**
1. CONCRETE SHALL BE 3,000 P.S.I.
 2. CONTRACTION JOINTS SHALL BE SPACED AT 10' INTERVALS. (15' SPACING WILL BE ALLOWED WHEN A MACHINE IS USED)
 3. REMOVAL OF ANY PORTION OF CURB AND GUTTER SHALL REQUIRE FULL REMOVAL AND REPLACEMENT SO THAT NO LONGITUDINAL SEAMS ARE CREATED.
 4. MAINTAIN 50' MAX. BETWEEN JOINTS OR AT ALL RIGID OBJECTS.

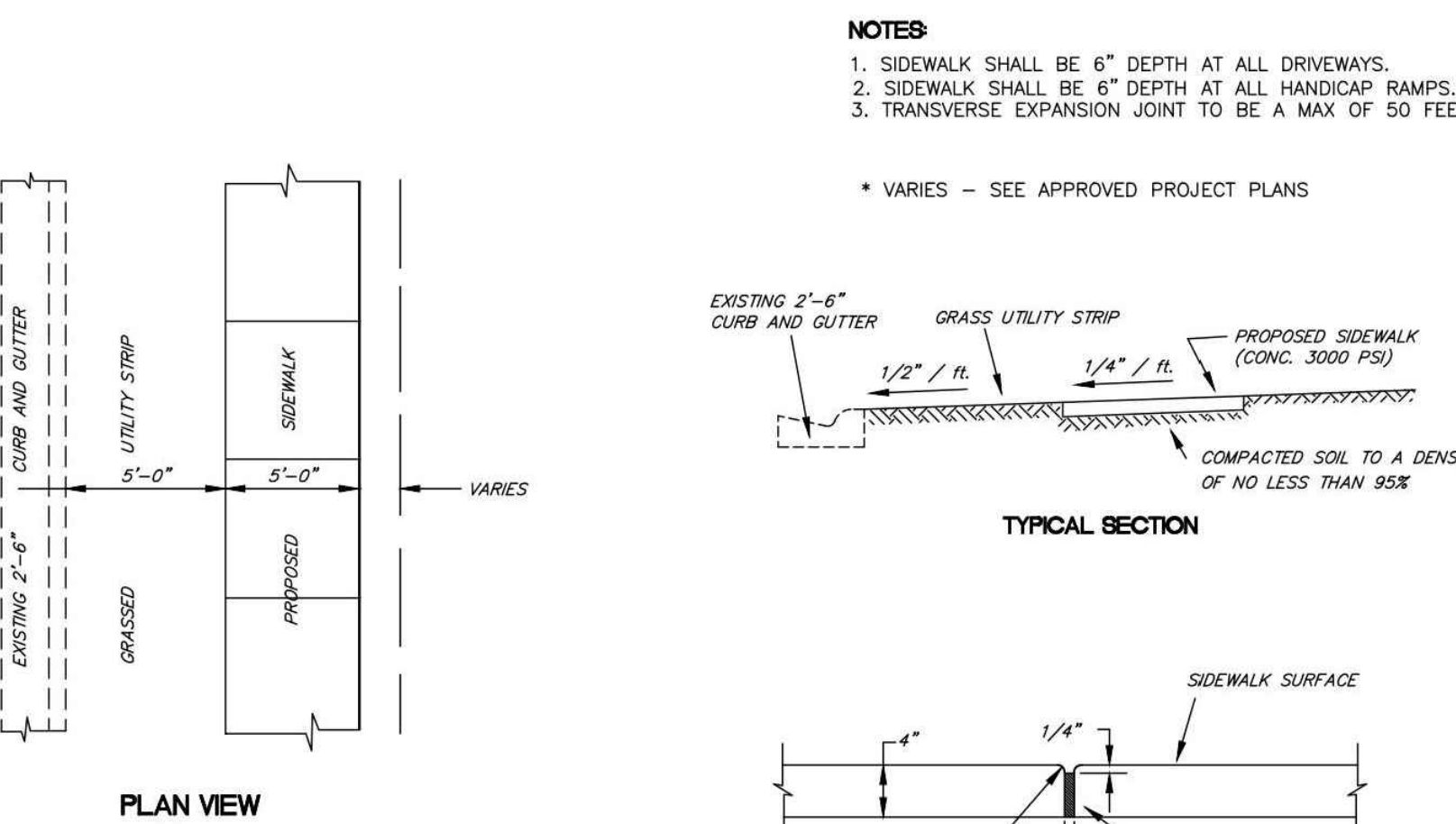
DRAWING NOT TO SCALE

STANDARD CONCRETE CURB AND GUTTER

TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT

STANDARD DETAIL NUMBER: HS321

DATE 2/8/20 REVISIONS



DRAWING NOT TO SCALE

STANDARD CONCRETE SIDEWALK

TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT

STANDARD DETAIL NUMBER: HS327

DATE 2/8/20 REVISIONS



- NOTES**
1. STONE IS REQUIRED UNDER ALL TYPES OF CURB AND GUTTER ON STREETS
 2. STONE IS NOT REQUIRED ON PARKING LOTS

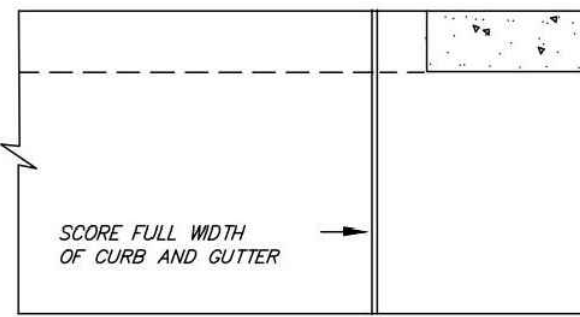
DRAWING NOT TO SCALE

A.B.C. UNDER CURB AND GUTTER

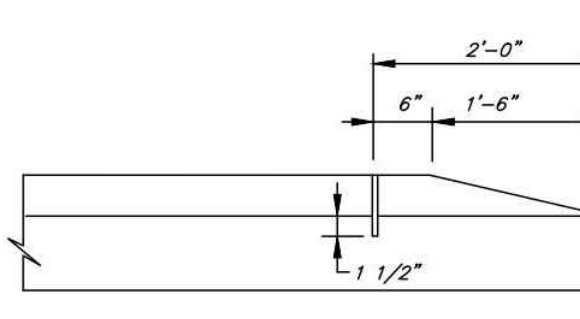
TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT

STANDARD DETAIL NUMBER: HS322

DATE 2/8/20 REVISIONS



PLAN



FRONT

END

DRAWING NOT TO SCALE

STANDARD METHOD OF ENDING CURB AND GUTTER

TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT

STANDARD DETAIL NUMBER: HS323

DATE 2/8/20 REVISIONS

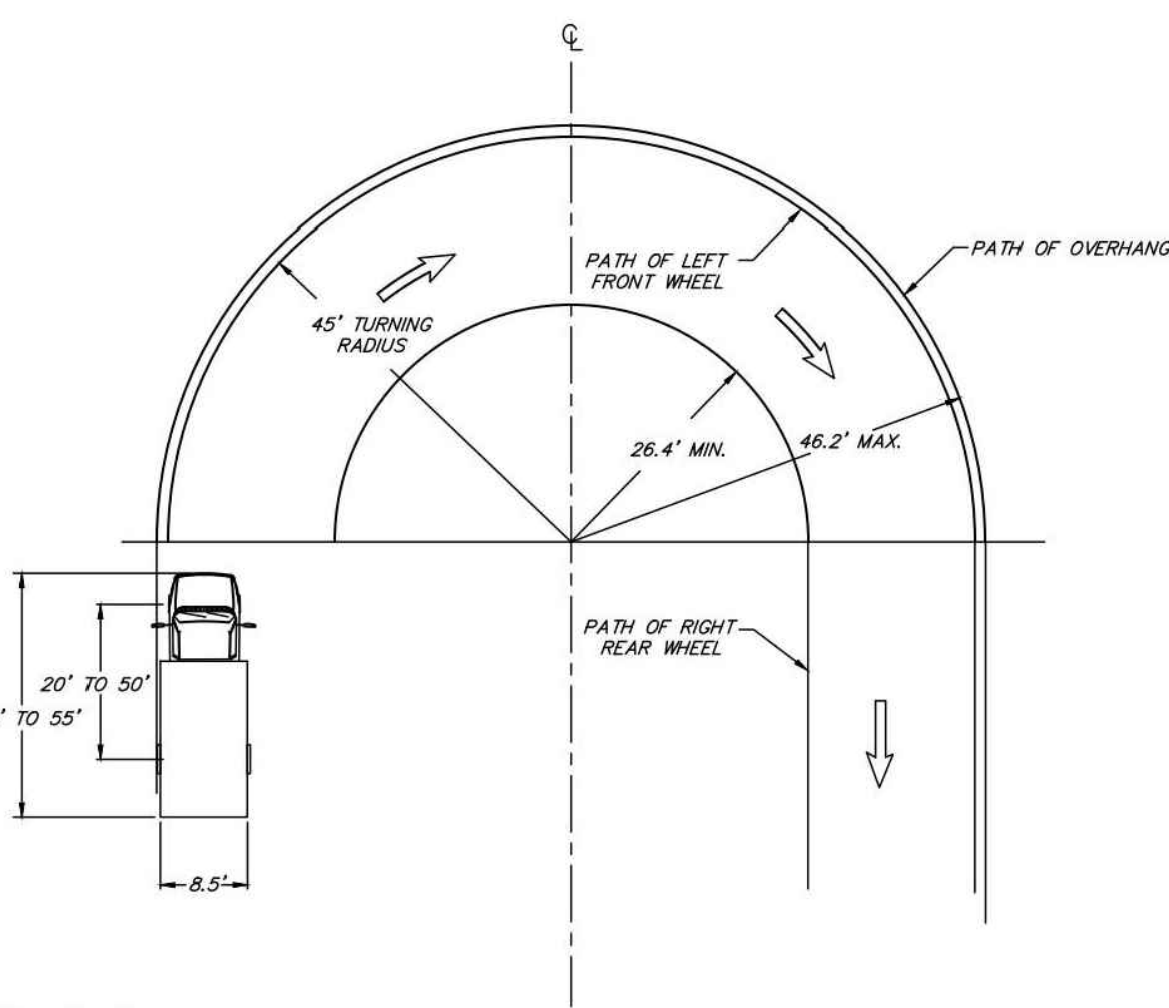


STANDARD TURNING RADI TO ACCOMMODATE BOTH AN BU AND A WB-50 DESIGN VEHICLE

TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT

STANDARD DETAIL NUMBER: HS319

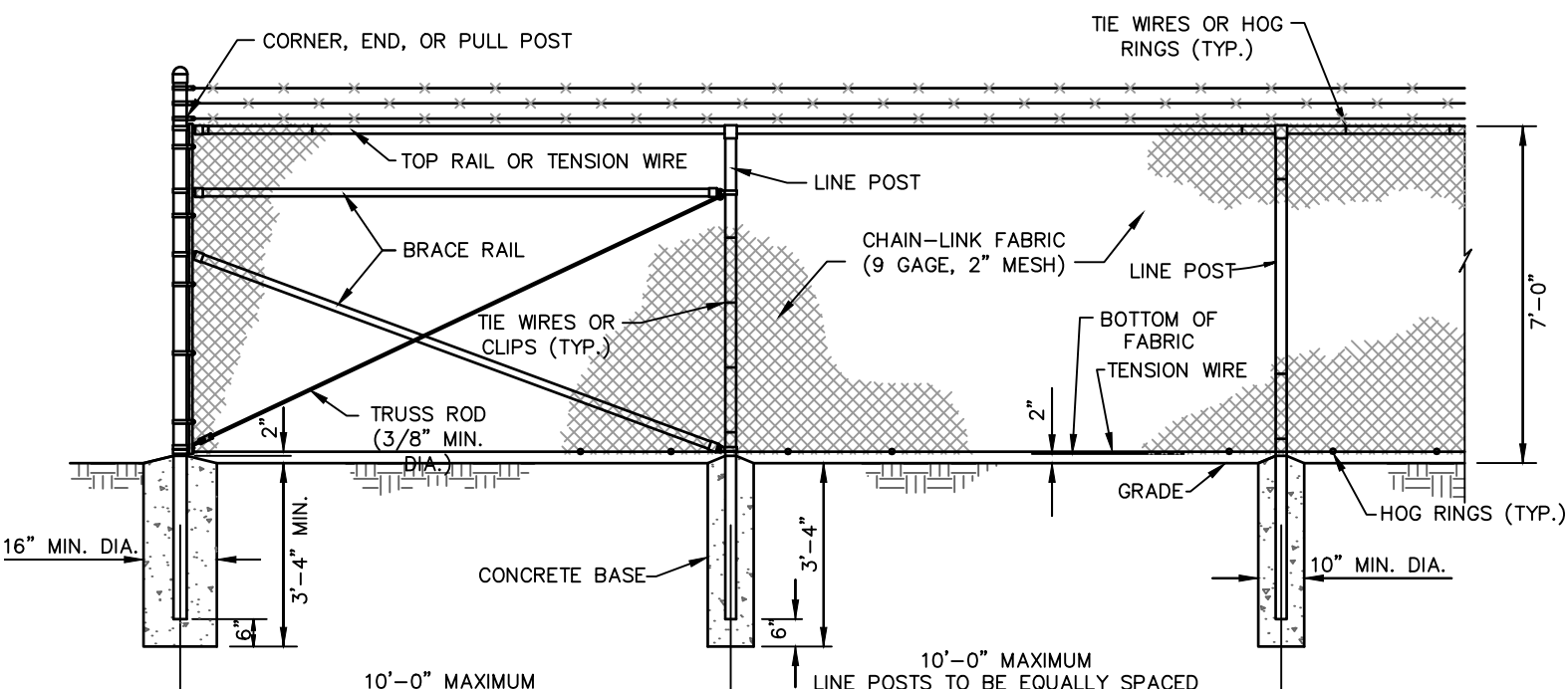
DATE 2/8/20 REVISIONS



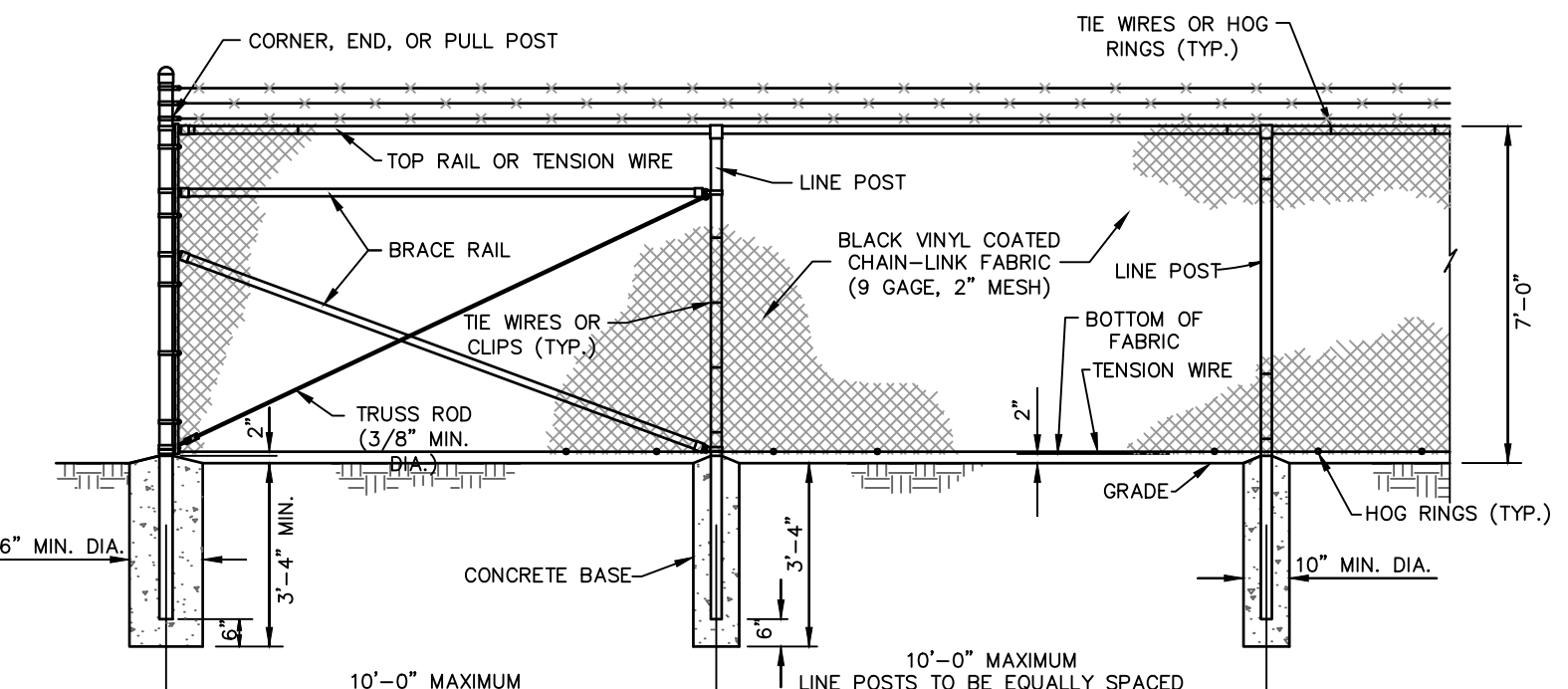
NOTE
THIS DETAIL PROVIDED FOR USE IN PUMP STATION DESIGN.

DRAWING NOT TO SCALE

SECURITY FENCING DETAIL
N.T.S.



BLACK VINYL COATED SECURITY FENCING NOTE:
ALL POSTS, WIRE, AND HARDWARE TO BE BLACK VINYL COATED

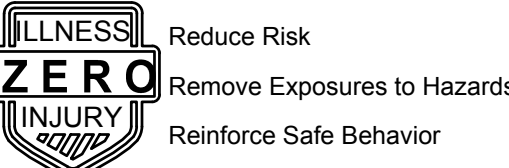


BLACK VINYL COATED SECURITY FENCING DETAIL
N.T.S.



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P.O. BOX 1007
CHARLOTTE, NC

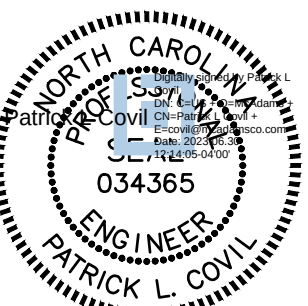
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Preliminary
06/30/2023 12:18:36 PM

**HOLLY SPRINGS
OPERATIONS
CENTER**

WOODFIELD DEAD END ROAD

DATE ISSUED: **2-03-2023**
PROJECT STATUS: **DEVELOPMENT**

MARK	DATE	BY	REVISION	DESCRIPTION
1	4/07/23	SHR	1	REDUCTION OF CLEARING ACTIVITIES
2	6/30/23	SHR	2	SANITARY OUTFALL REVISION

PROJECT NO. **22-008**

DRAWING NUMBER
CFD-XXXX- A000 XXXXX

ELECTRONIC FILE NAME:

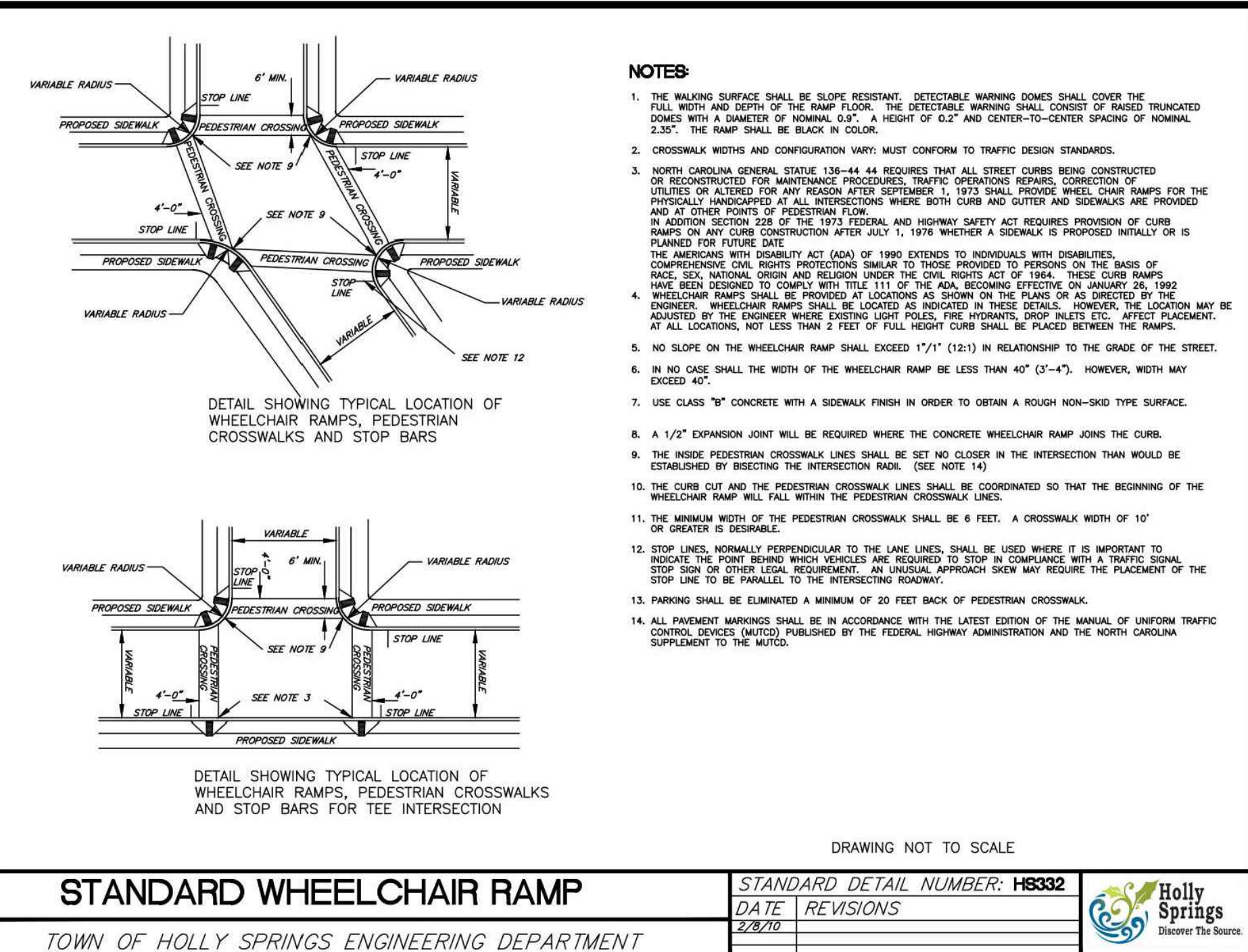
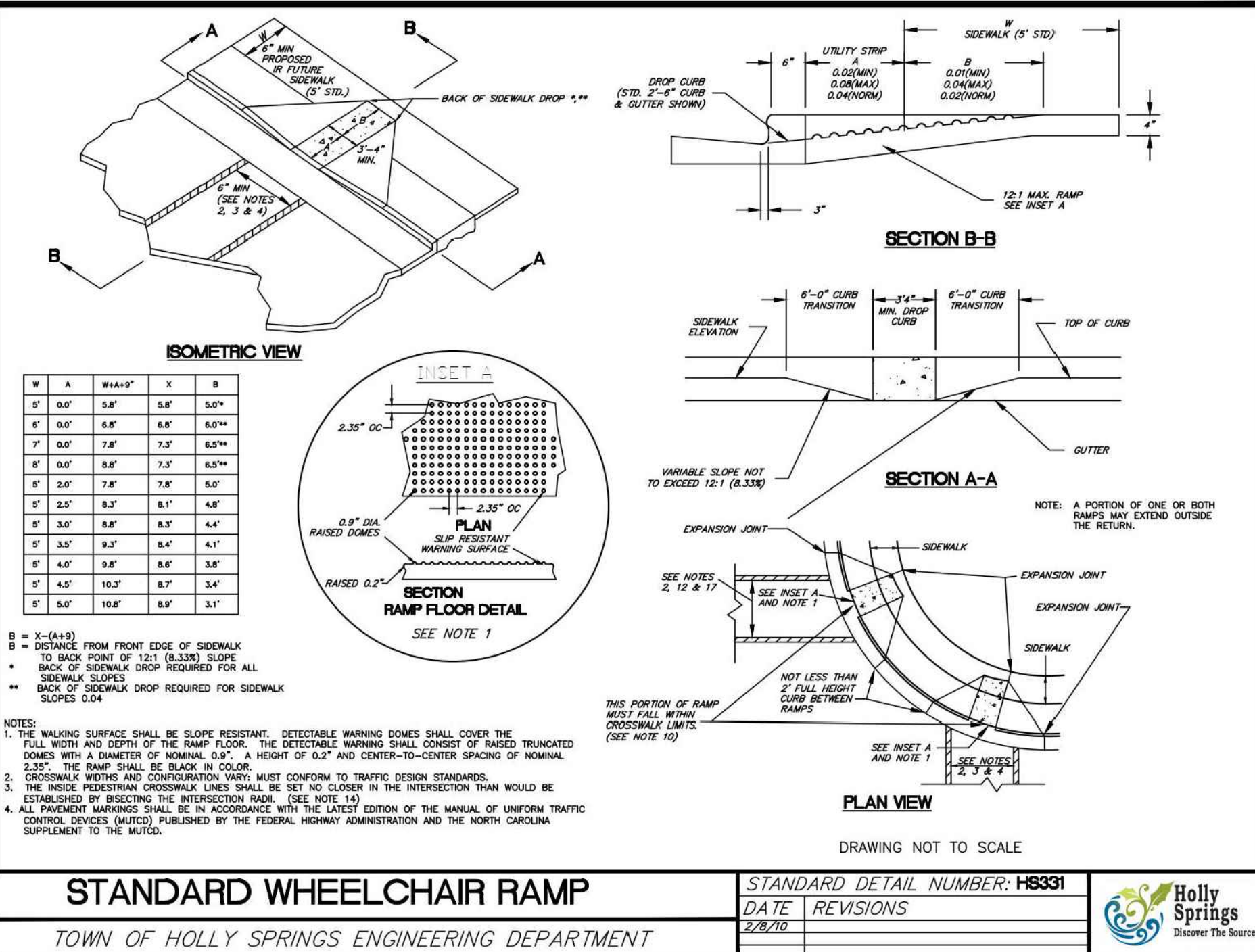
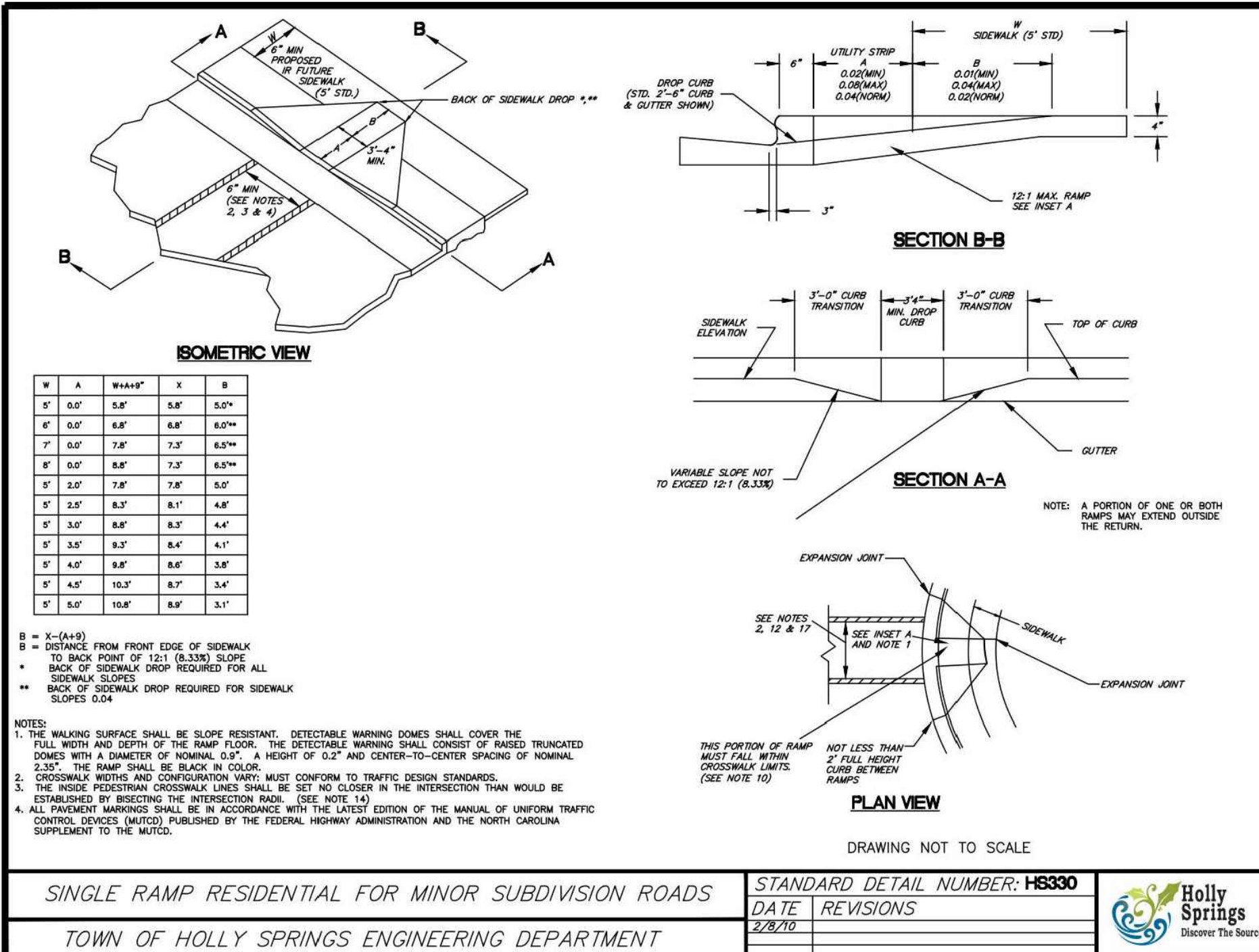
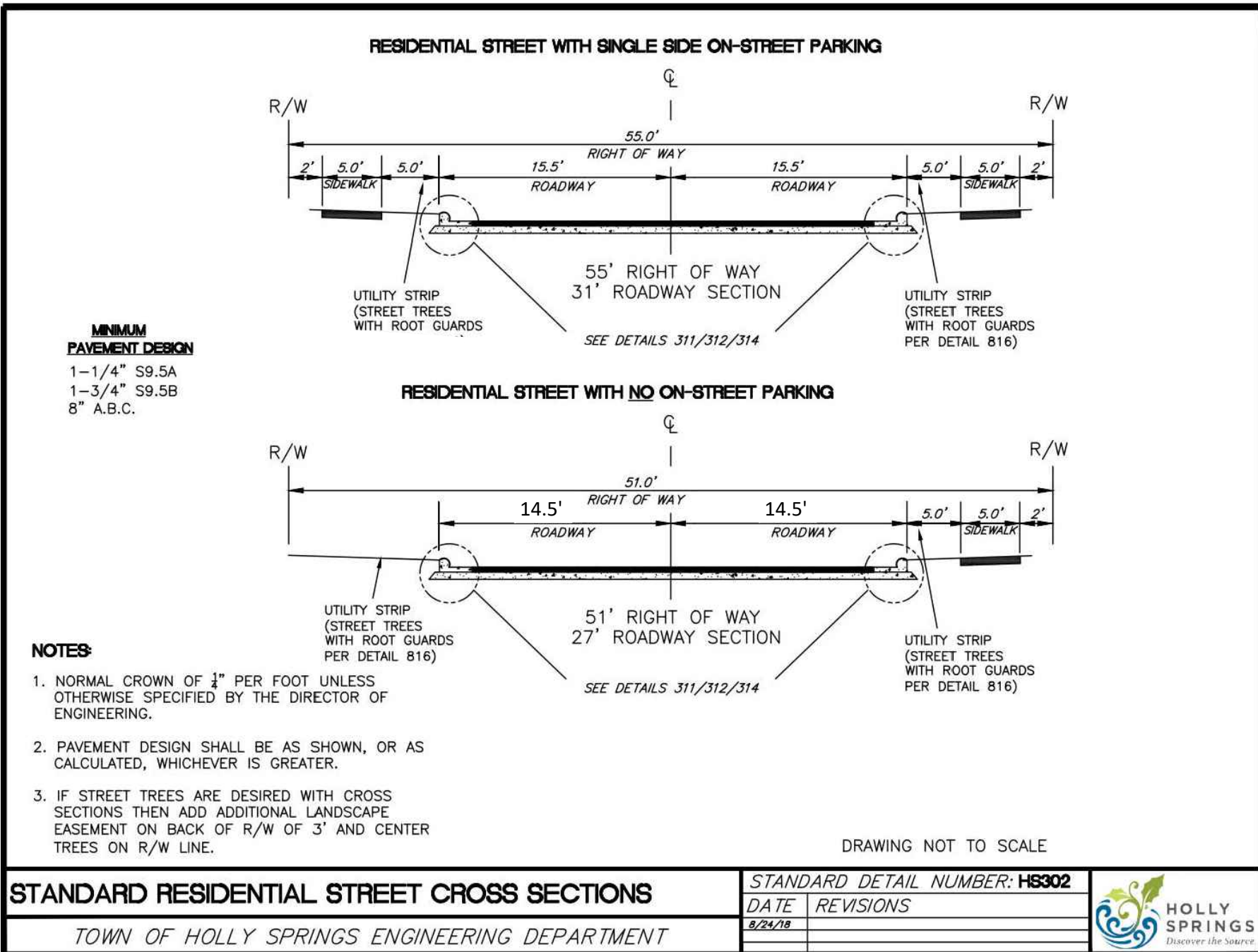
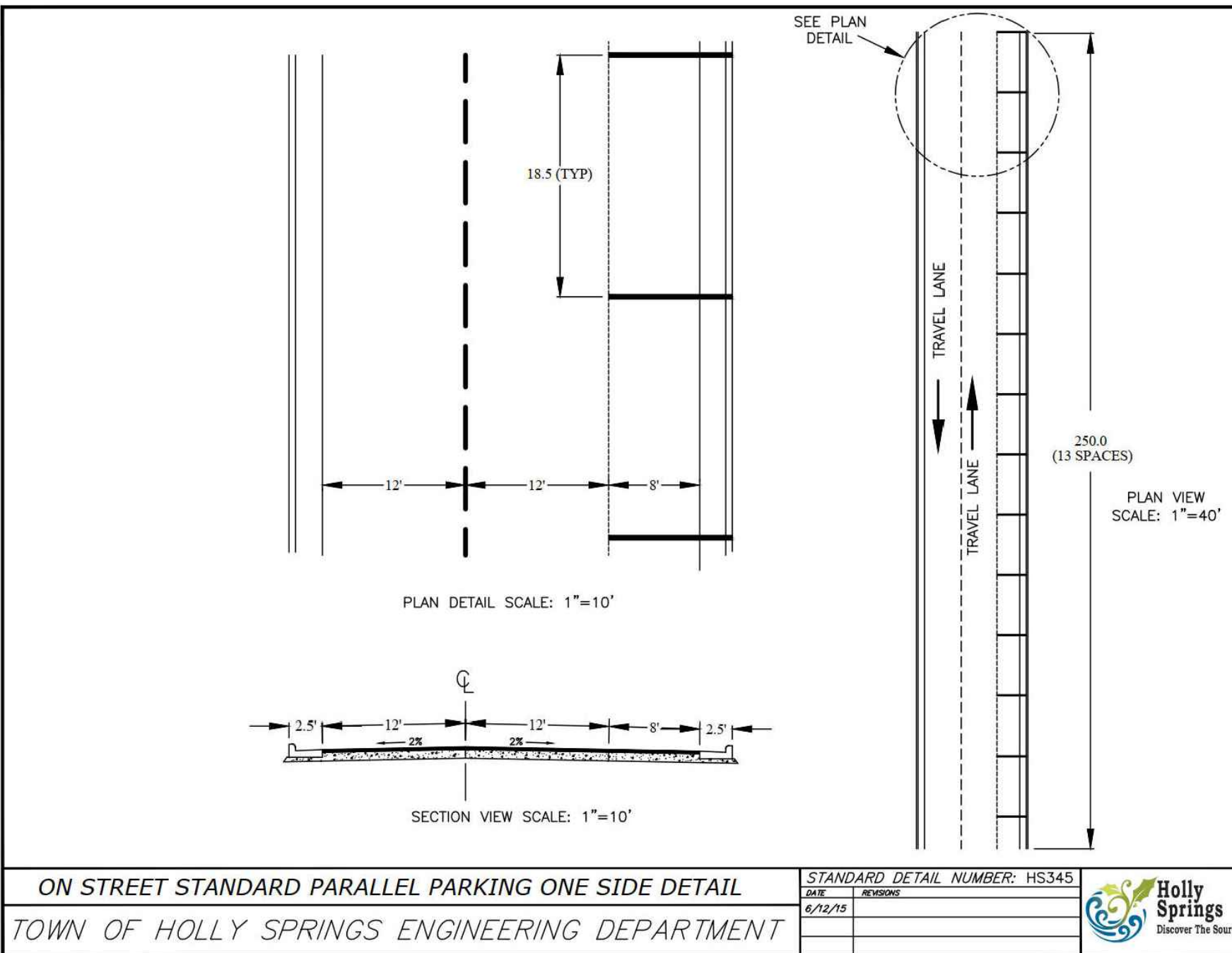
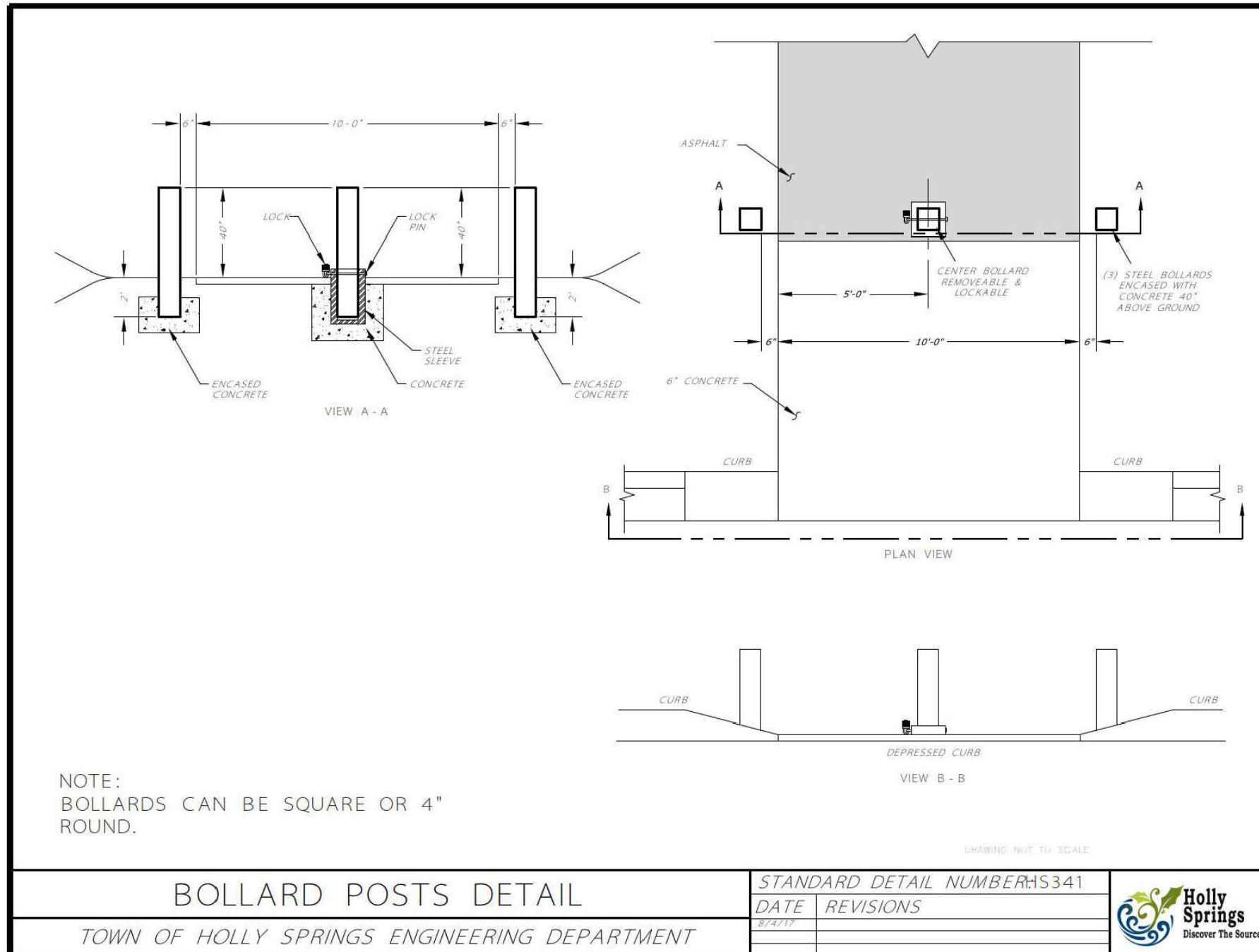
DRAWN BY: SMP 08-26-2022

CHK'D BY: KAS 08-26-2022

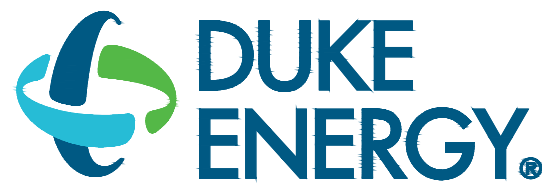
E-MAIL: COVIL@MCADAMSCO.COM

SHEET TITLE
**SITE
DETAILS**

SHEET NO.
C8.01

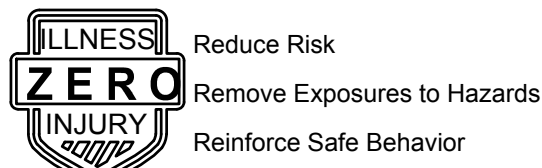


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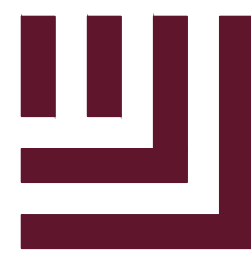


MAILING ADDRESS:
P.O. BOX 1007
CHARLOTTE, NC

Safety Expectations:



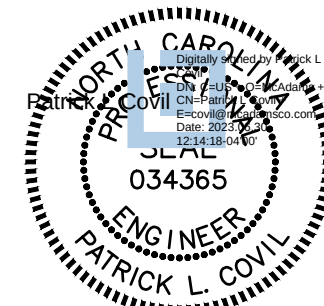
ARCHITECTURE
1100 Dresser Court
Raleigh, NC 27609
Office 919.828.2301
Email office@hh-arch.com



The John R. McAdams Company, Inc.
2905 Meridian Parkway
Durham, NC 27713

phone 919. 361. 5000
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www.mcadamsco.com



Preliminary
06/30/2023 12:18:40 PM

HOLLY SPRINGS
OPERATIONS
CENTER

WOODFIELD DEAD END ROAD

.DWG

DATE ISSUED: **2-03-2023**
PROJECT STATUS: **DEVELOPMENT**

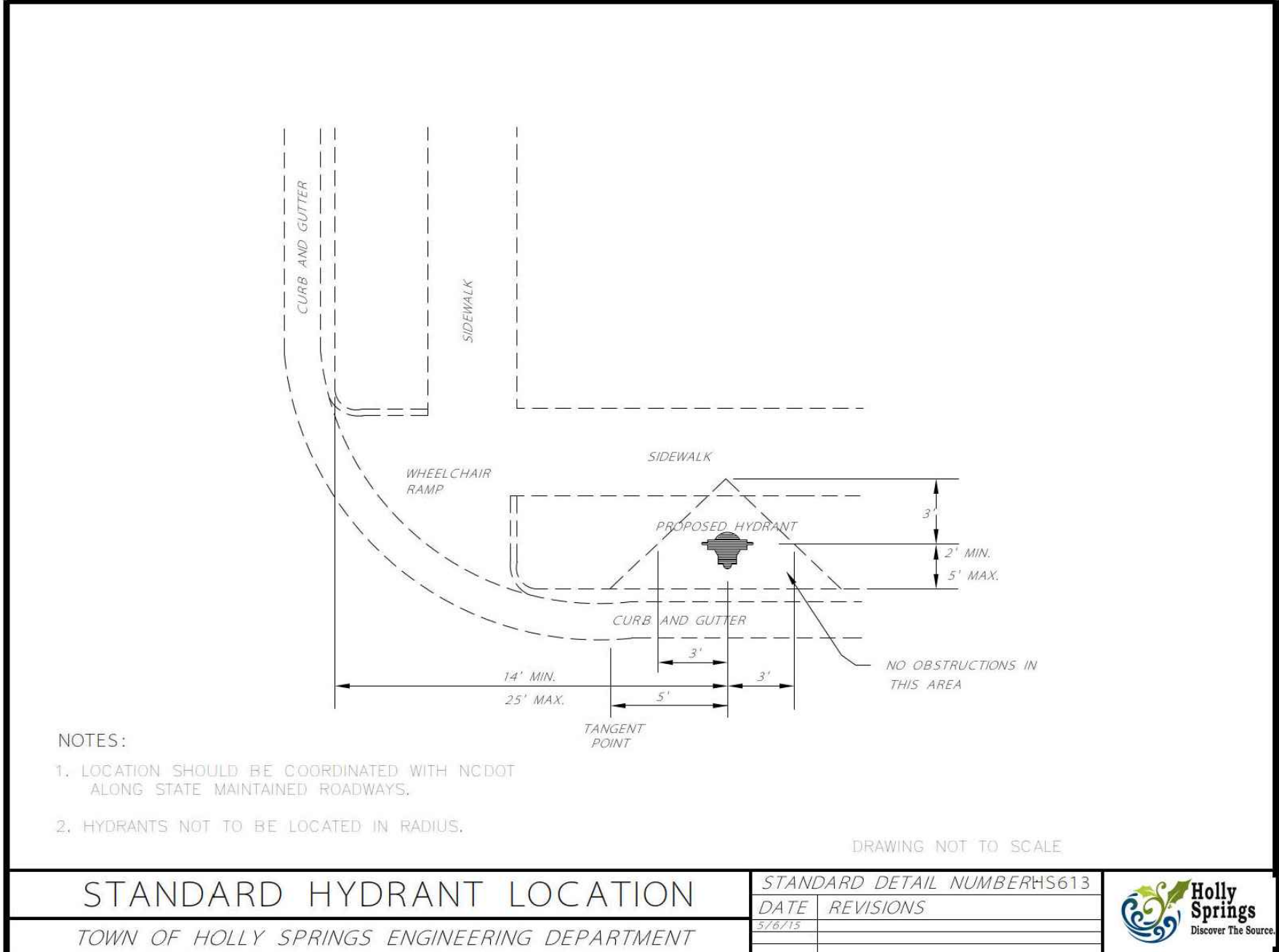
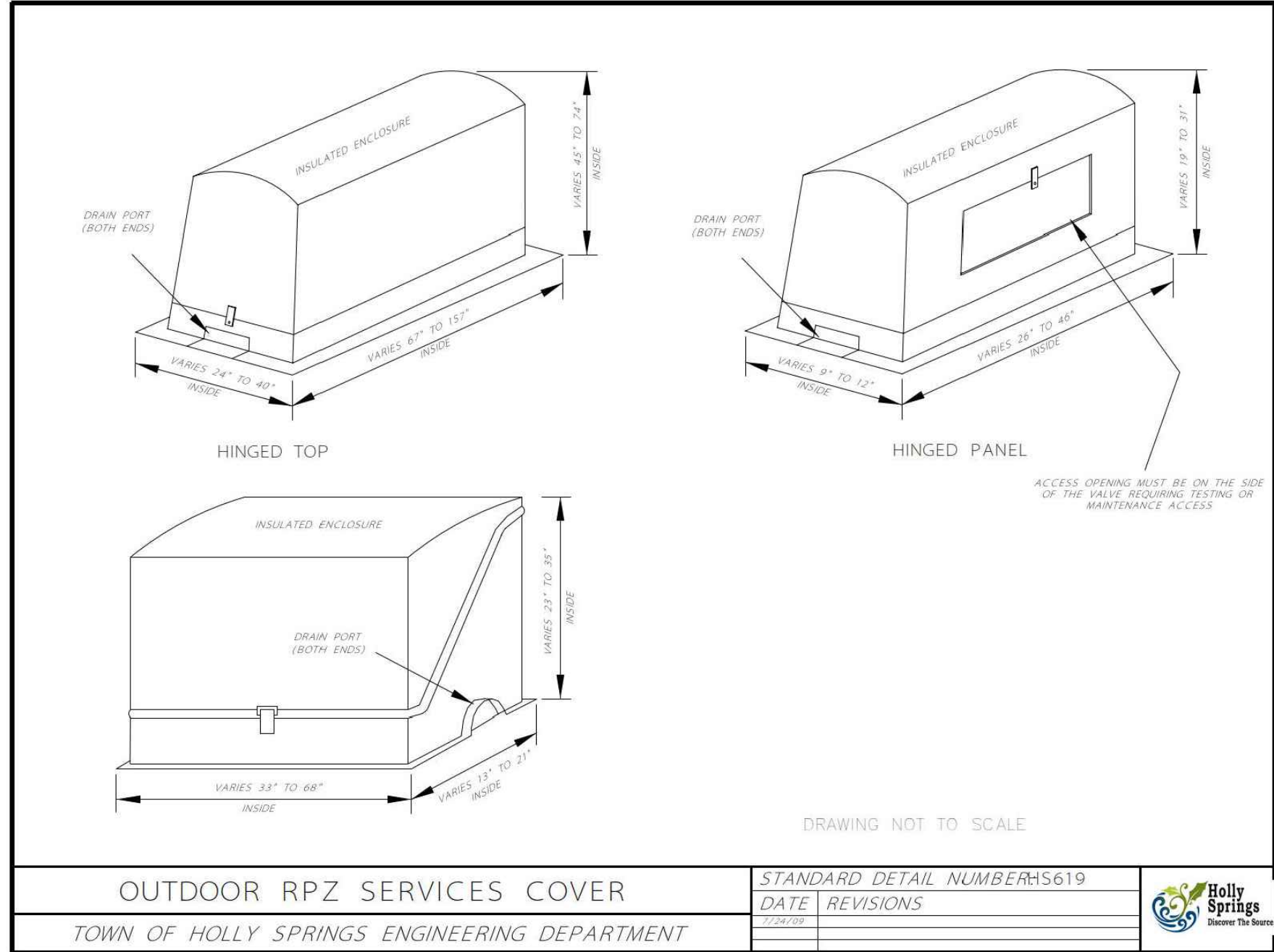
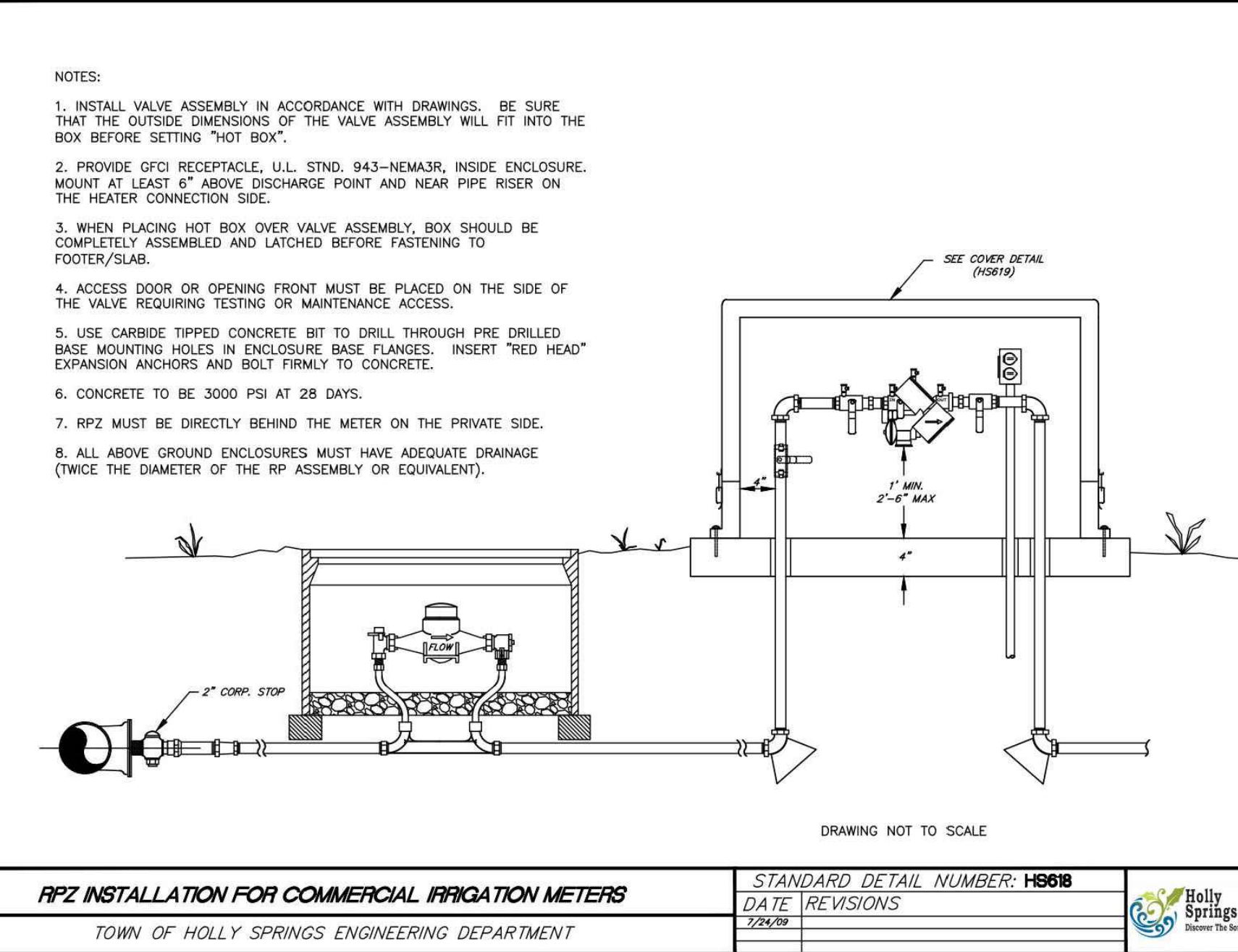
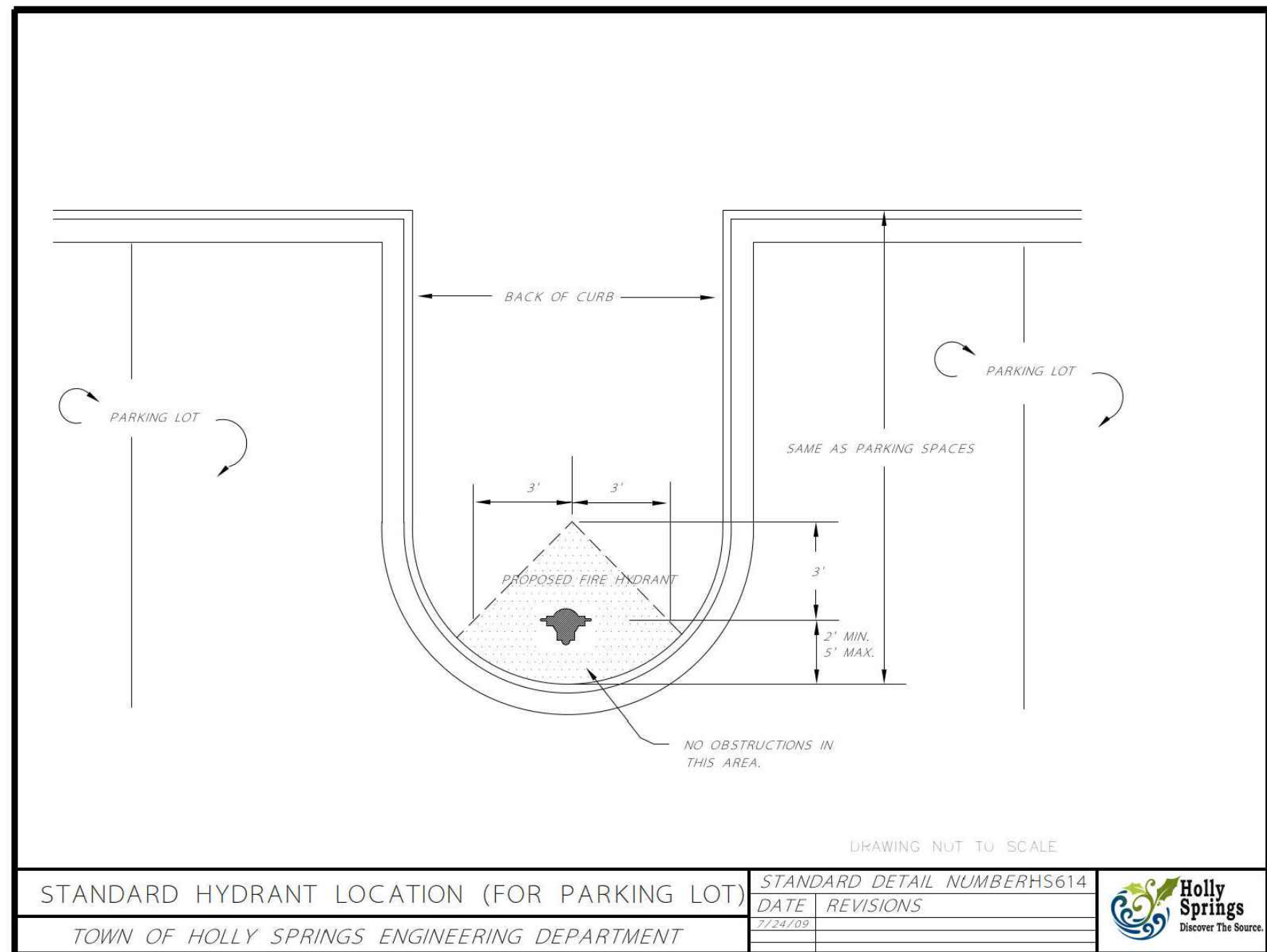
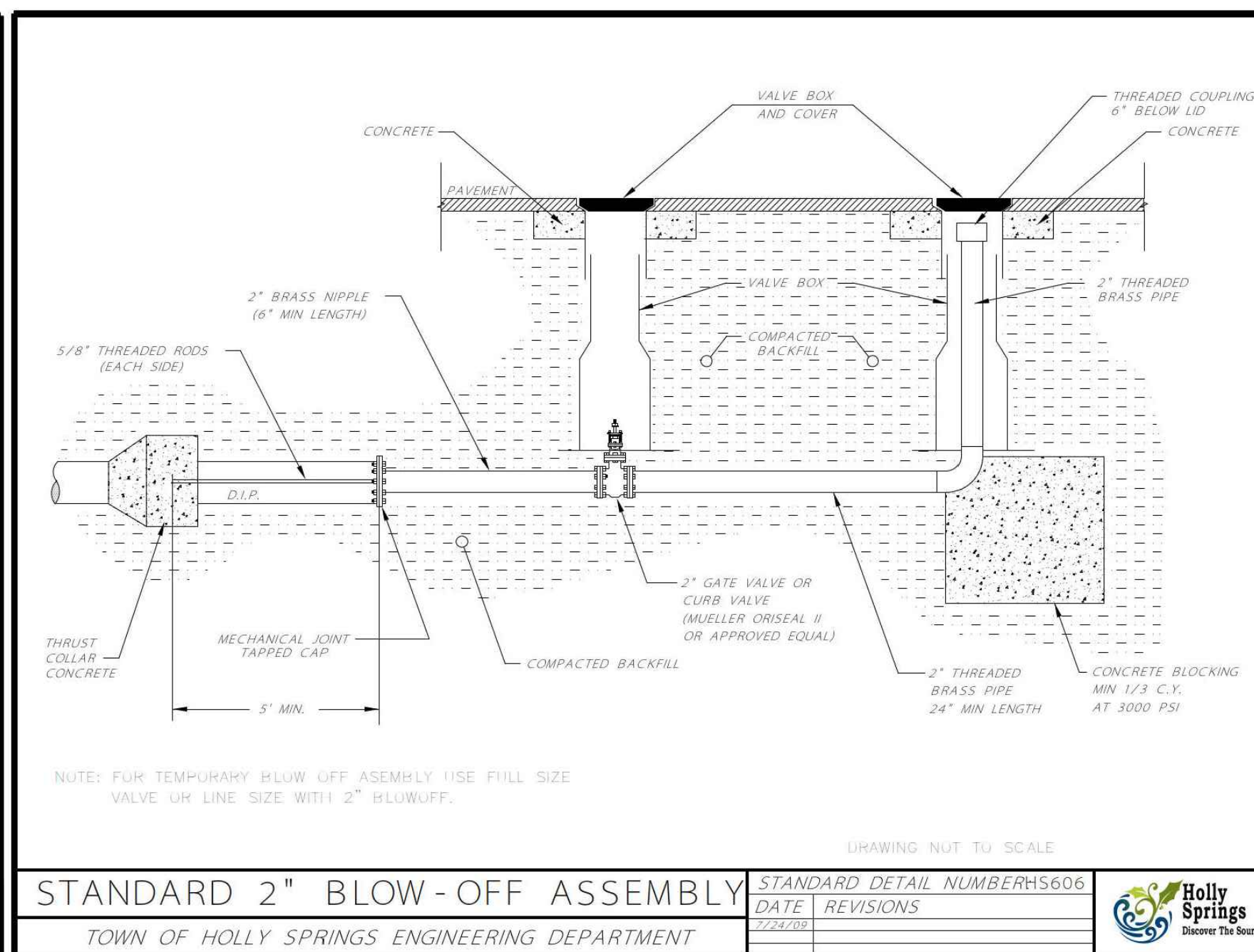
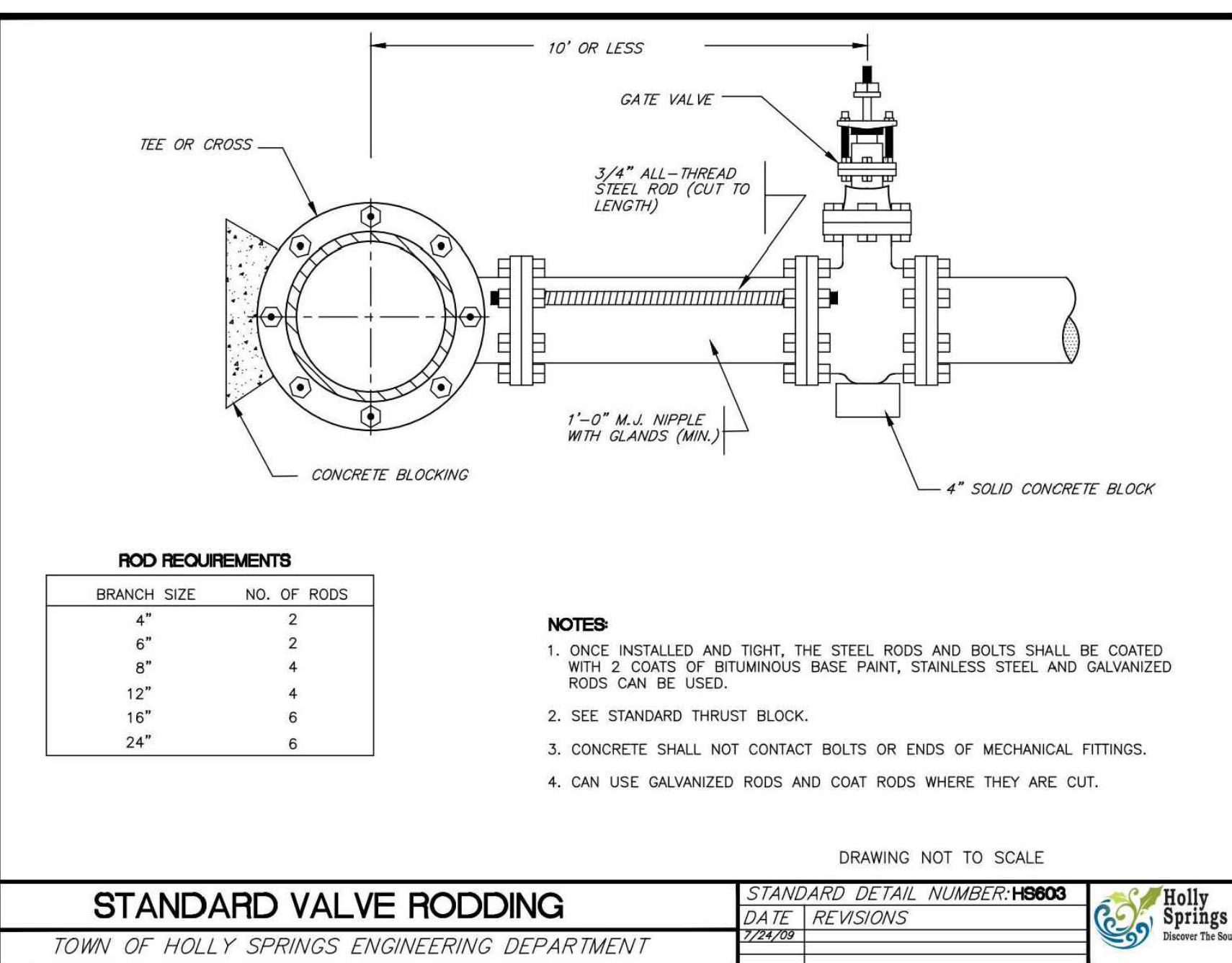
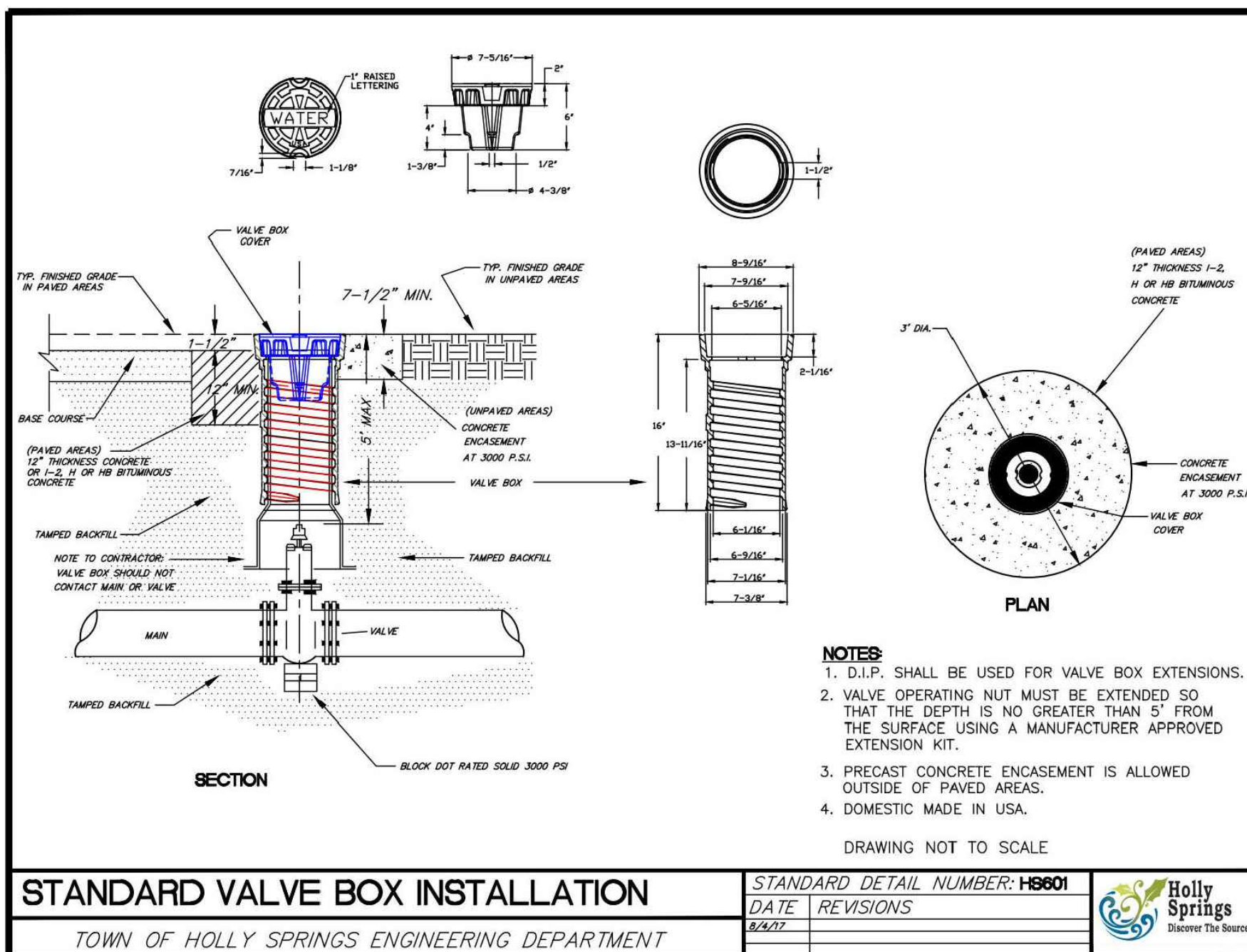
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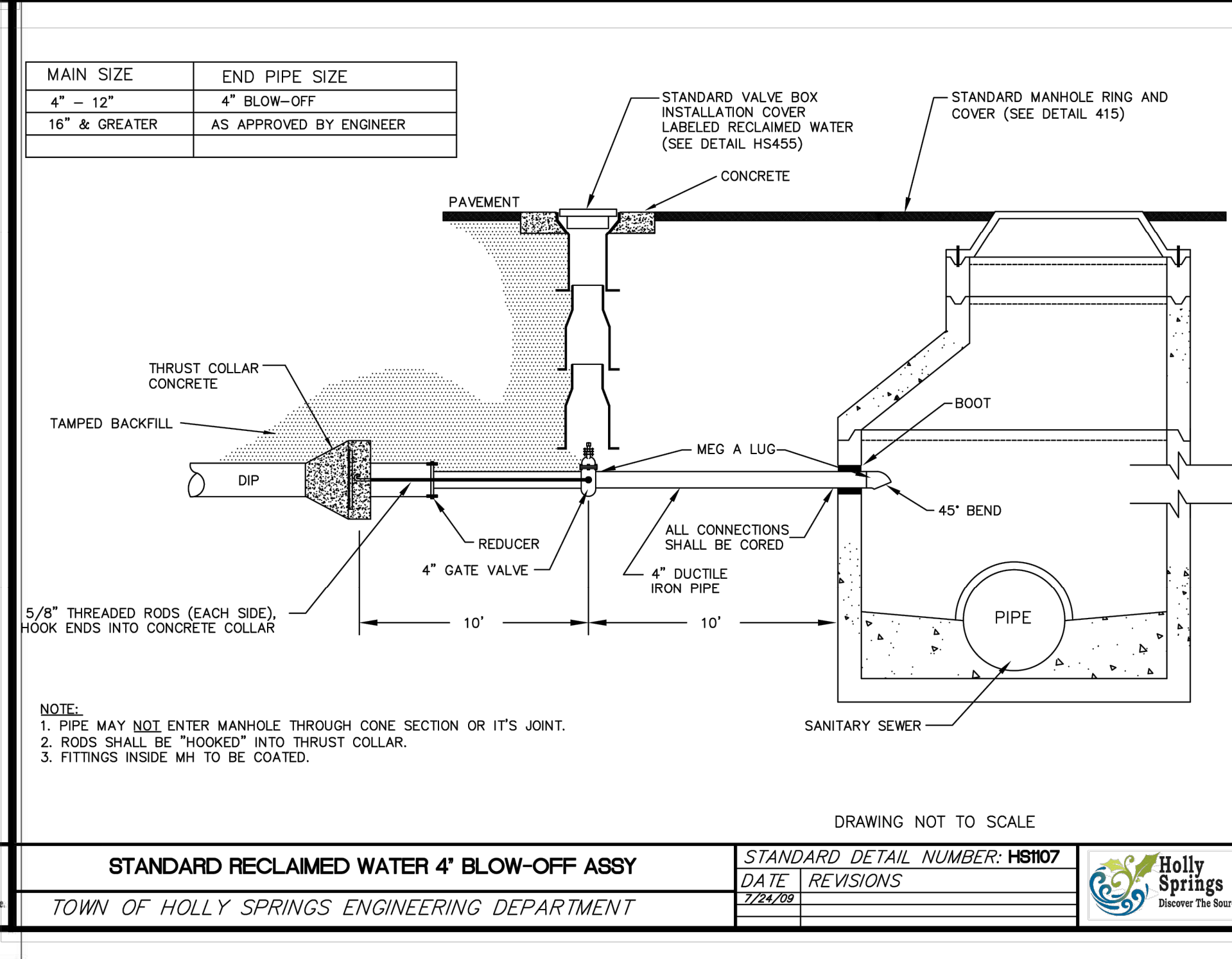
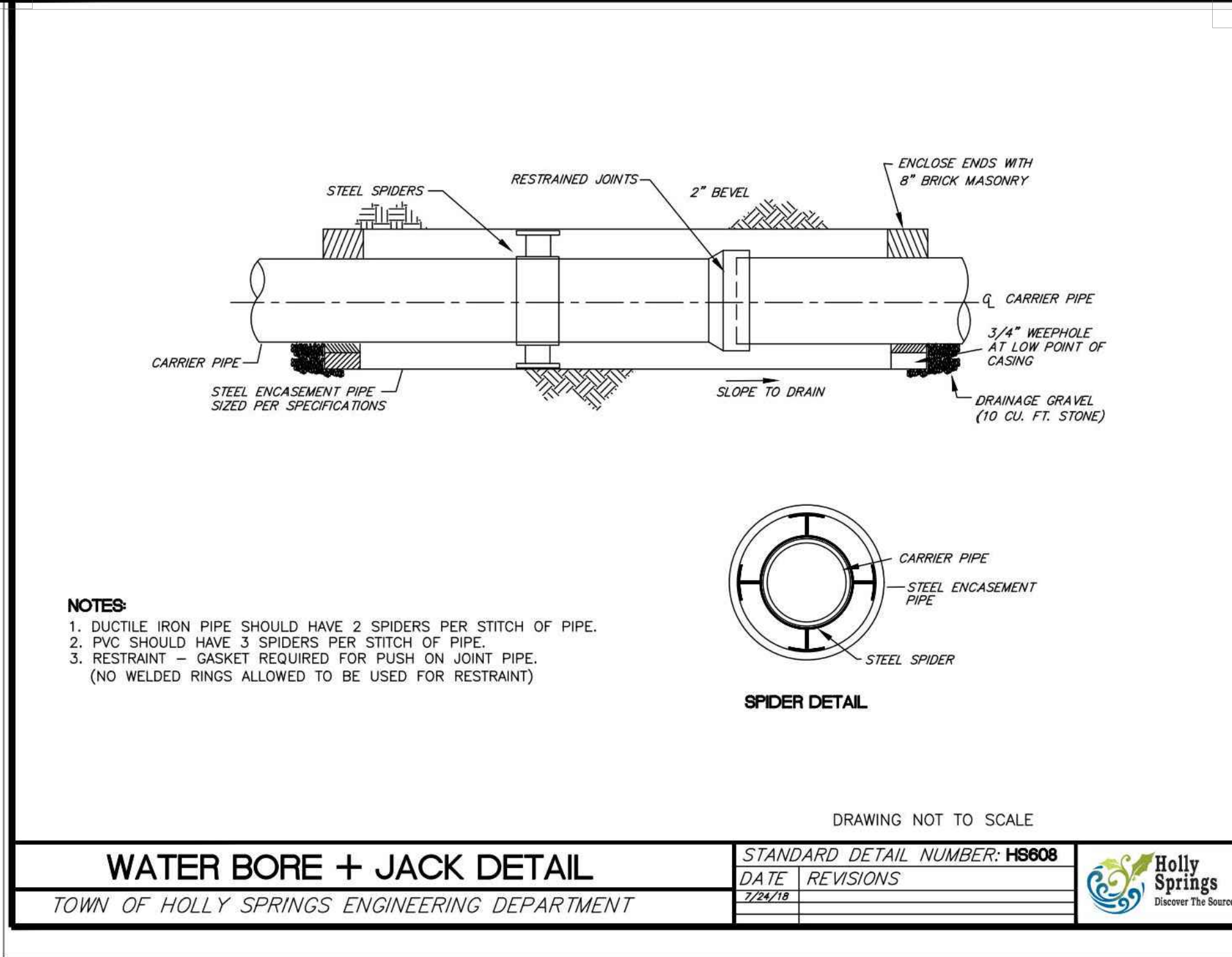
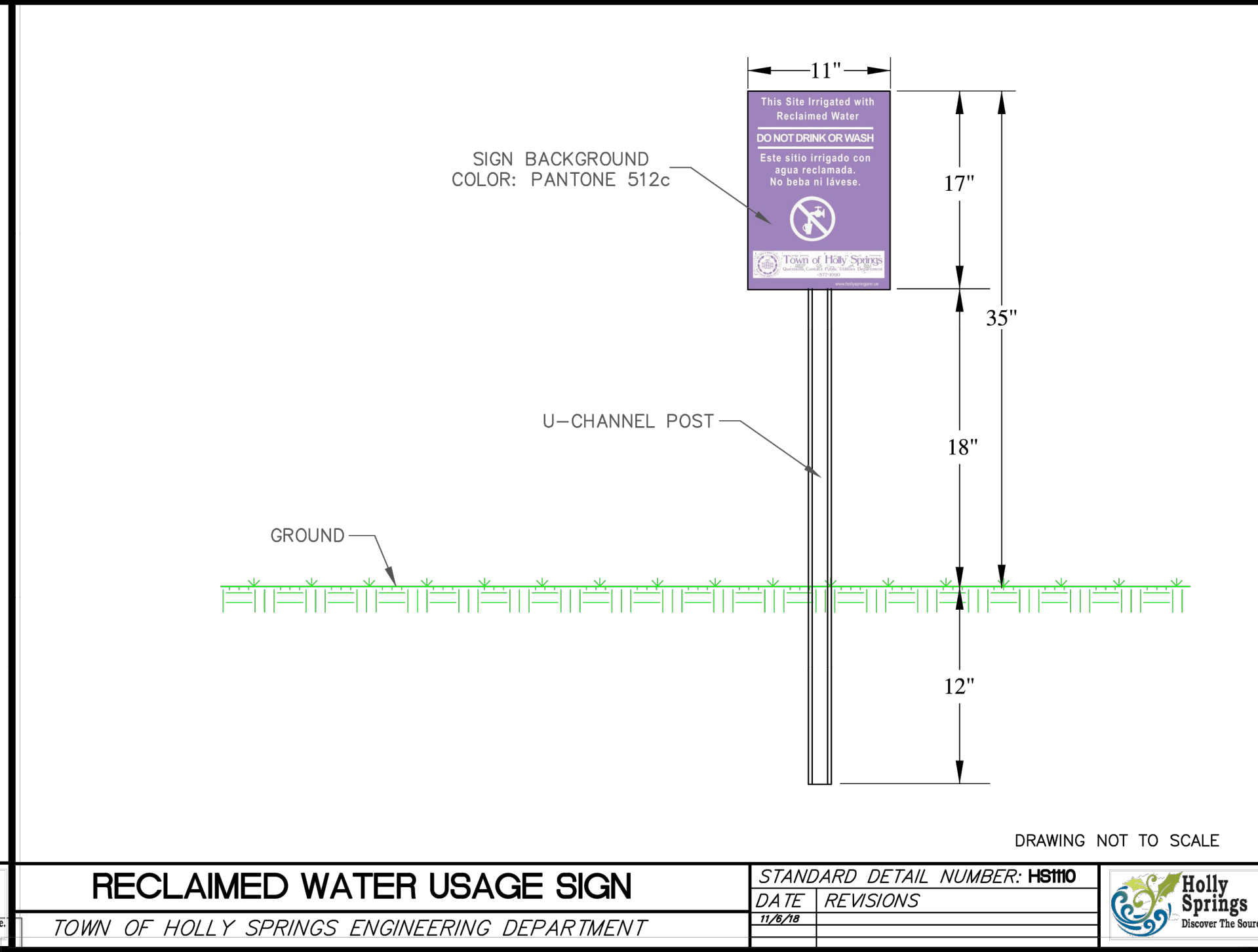
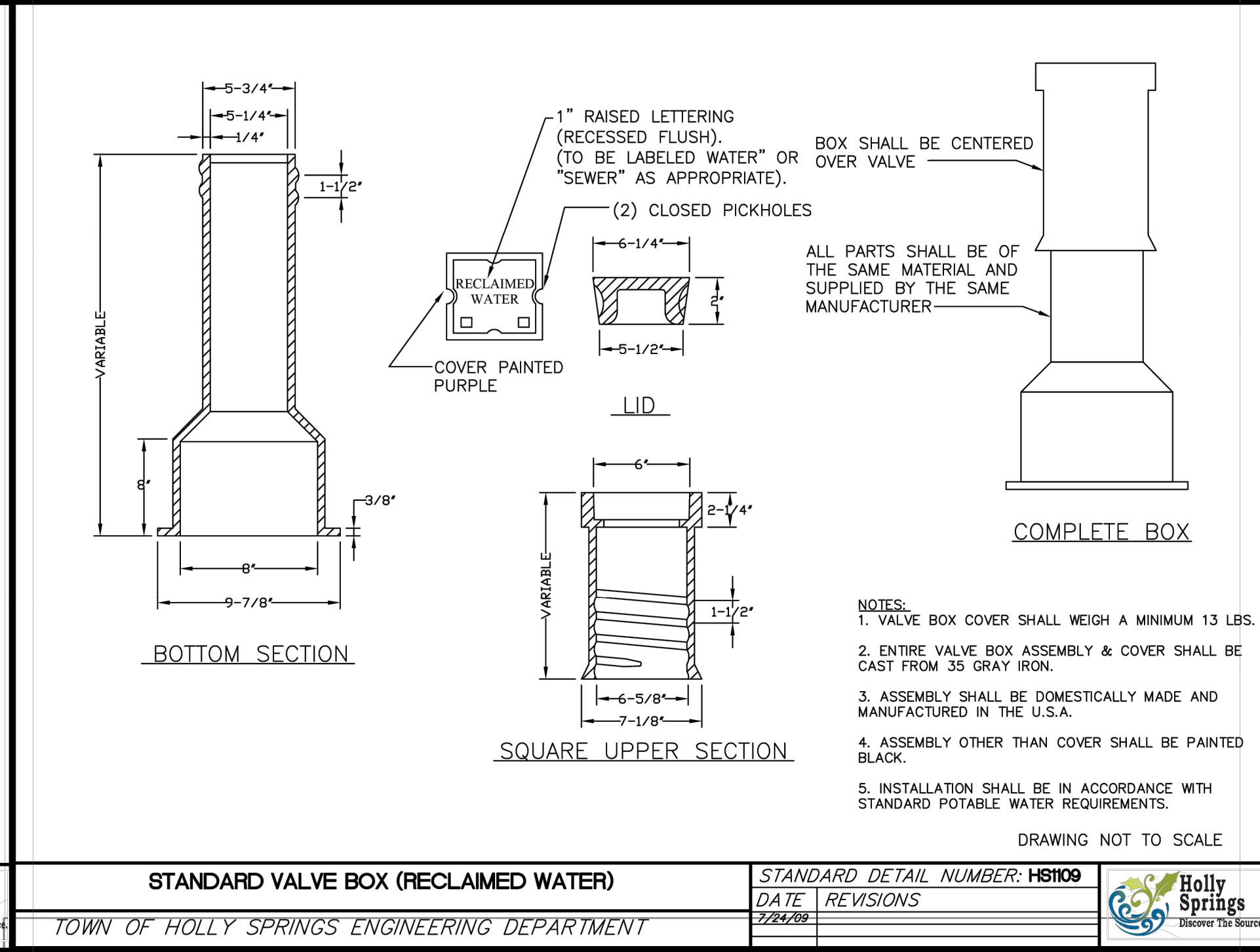
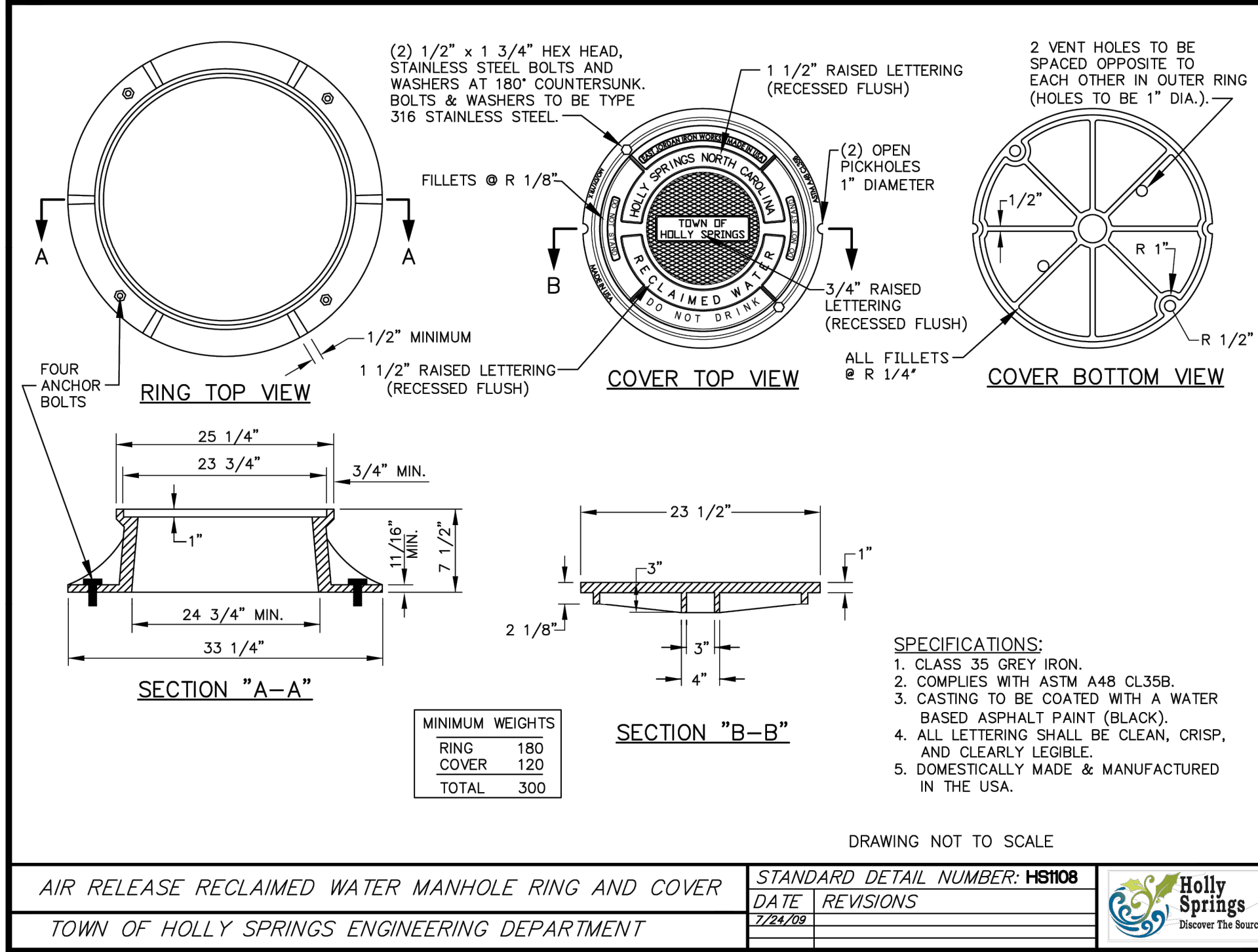
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6/30/23	SMP	1	ISSUED FOR PERMITTING ACTIVITIES
6/30/23	SMP	2	REDUCTION OF CONCRETE QUANTITIES
6/30/23	SMP	3	SANITARY OUTLET REVISION

PROJECT NO. **22-008**
DRAWING NUMBER
CFD-XXXX- A000 XXXXX
ELECTRONIC FILE NAME:
DRAWN BY: SMP 08-26-2022
CHK'D BY: KAS 08-26-2022
E-MAIL: COVIL@MCADAMSCO.COM

SHEET TITLE
WATER DETAILS

SHEET NO.
C8.03





DRAWING NUMBER
CFD-XXXXX A000 -XXXXXX

DUKE ENERGY

MAILING ADDRESS:
P.O. BOX 1007
CHARLOTTE, NC

Safety Expectations:
ILLNESS Reduce Risk
ZERO Remove Exposures to Hazards
INJURY Reinforce Safe Behavior

HH
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license number: C-0293, C-187
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PRELIMINARY
06/30/2023 12:18:53 PM

HOLLY SPRINGS OPERATIONS CENTER
WOODFIELD DEAD END ROAD

DATE ISSUED: **2-03-2023**
PROJECT STATUS: **DEVELOPMENT**

PROJECT NO. **22-008**

DRAWING NUMBER
CFD-XXXX- A000 XXXXX

ELECTRONIC FILE NAME:
DRAWN BY: SMP 08-26-2022
CHK'D BY: KAS 08-26-2022
E-MAIL: COVIL@MCADAMSCO.COM

SHEET TITLE
RECLAIMED WATER DETAILS

SHEET NO.
C8.05

PRELIMINARY
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HOLLY SPRINGS OPERATIONS CENTER
WOODFIELD DEAD END ROAD

DATE ISSUED: **2-03-2023**
PROJECT STATUS: **DEVELOPMENT**

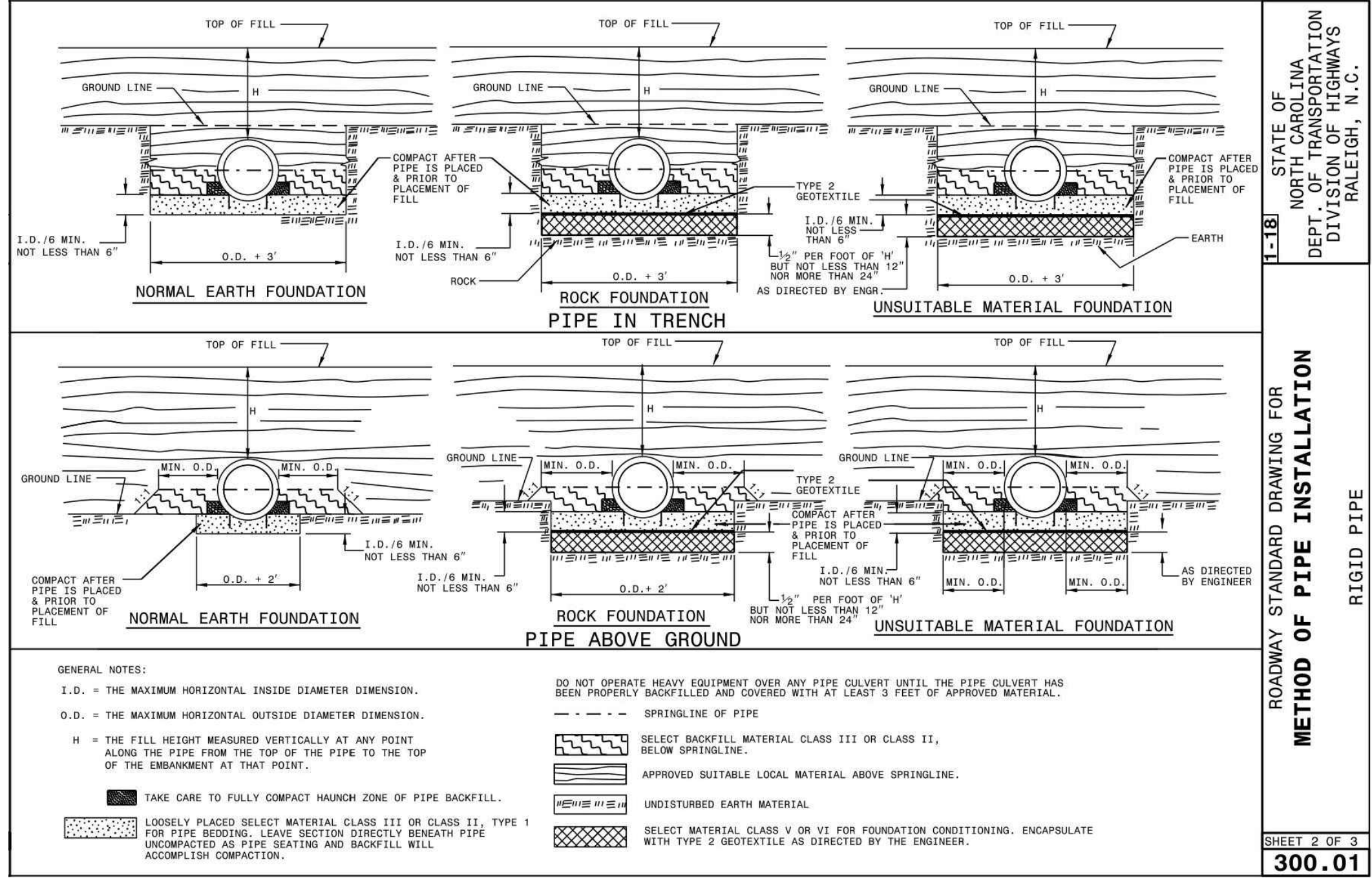
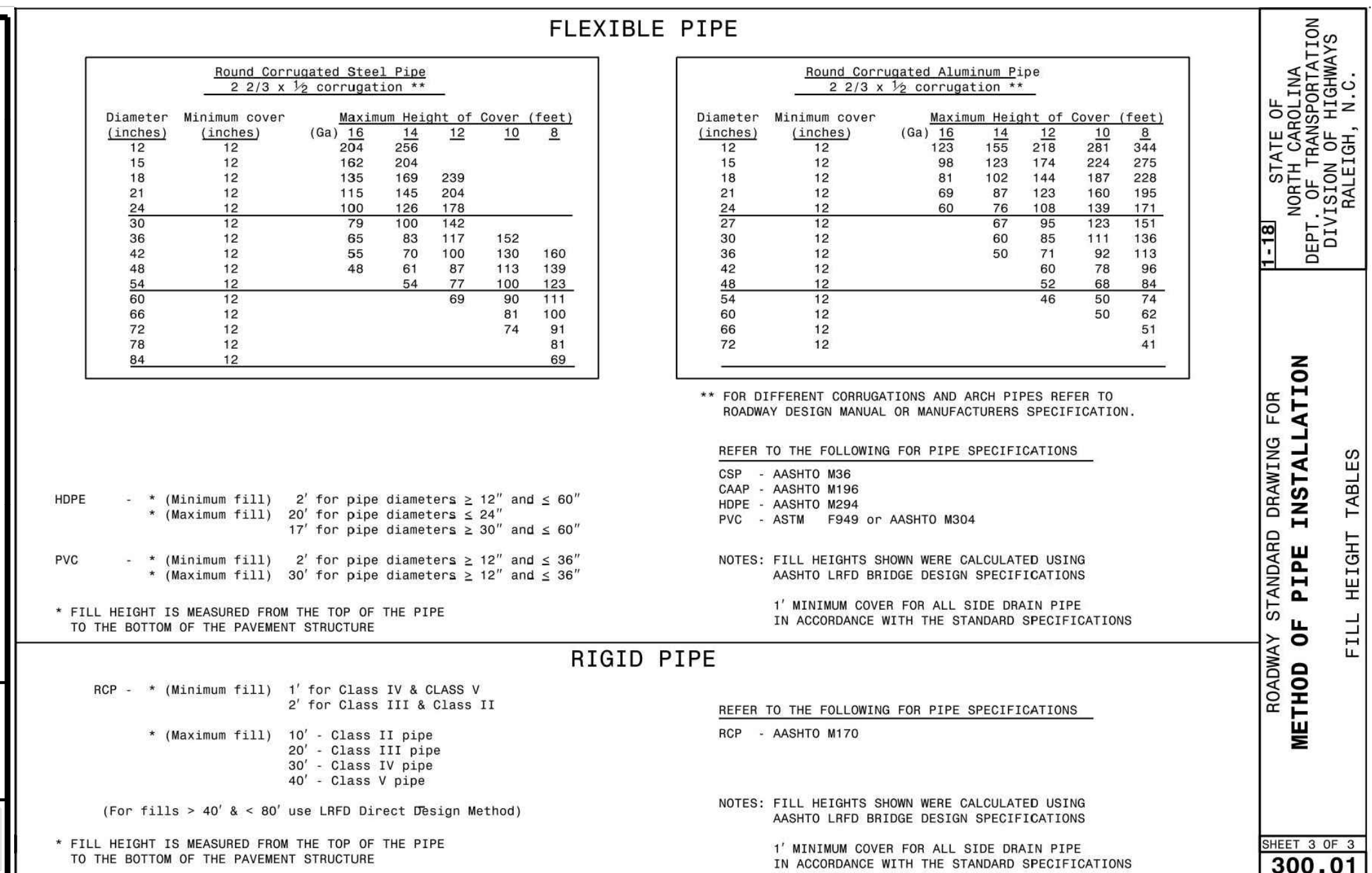
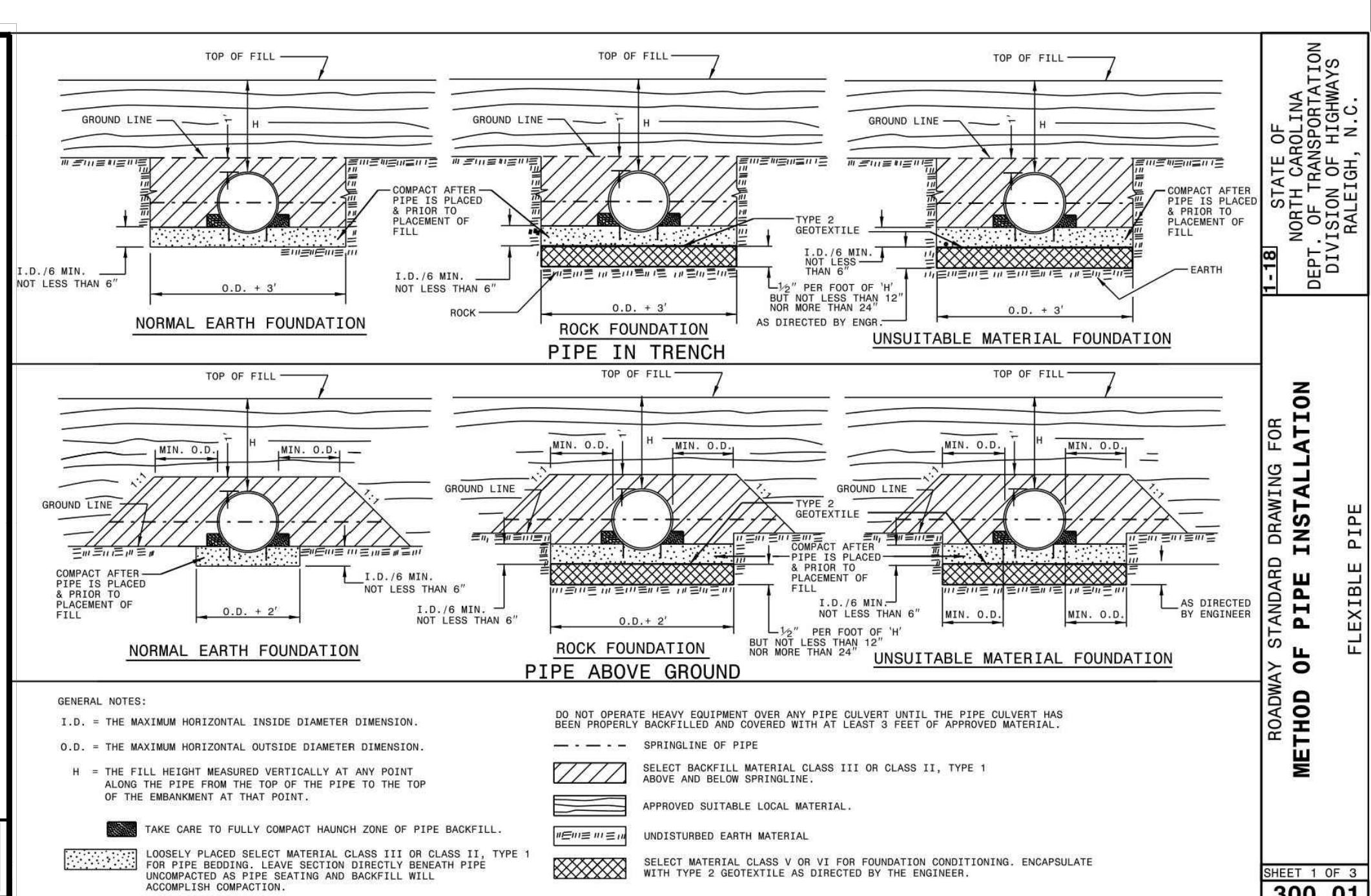
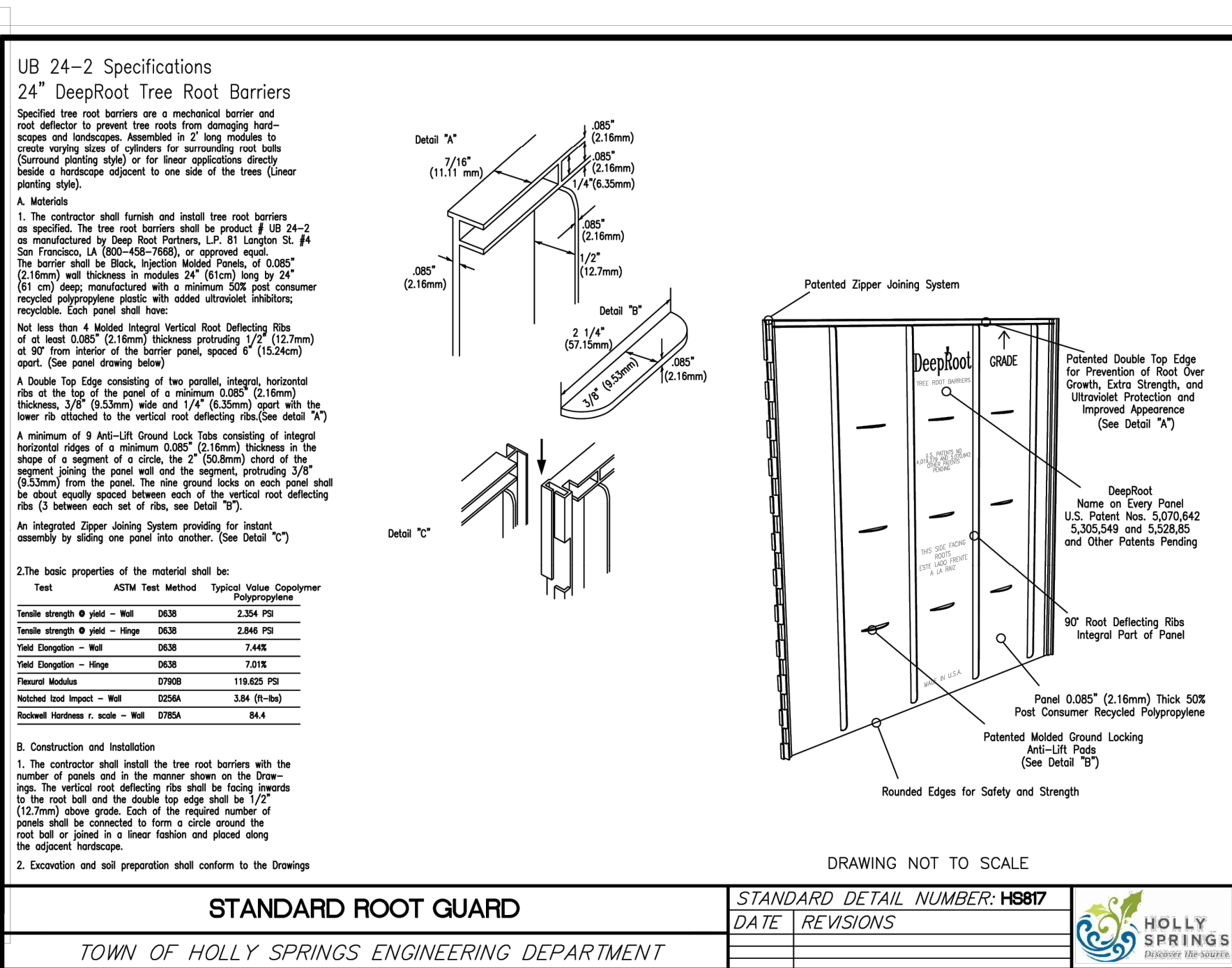
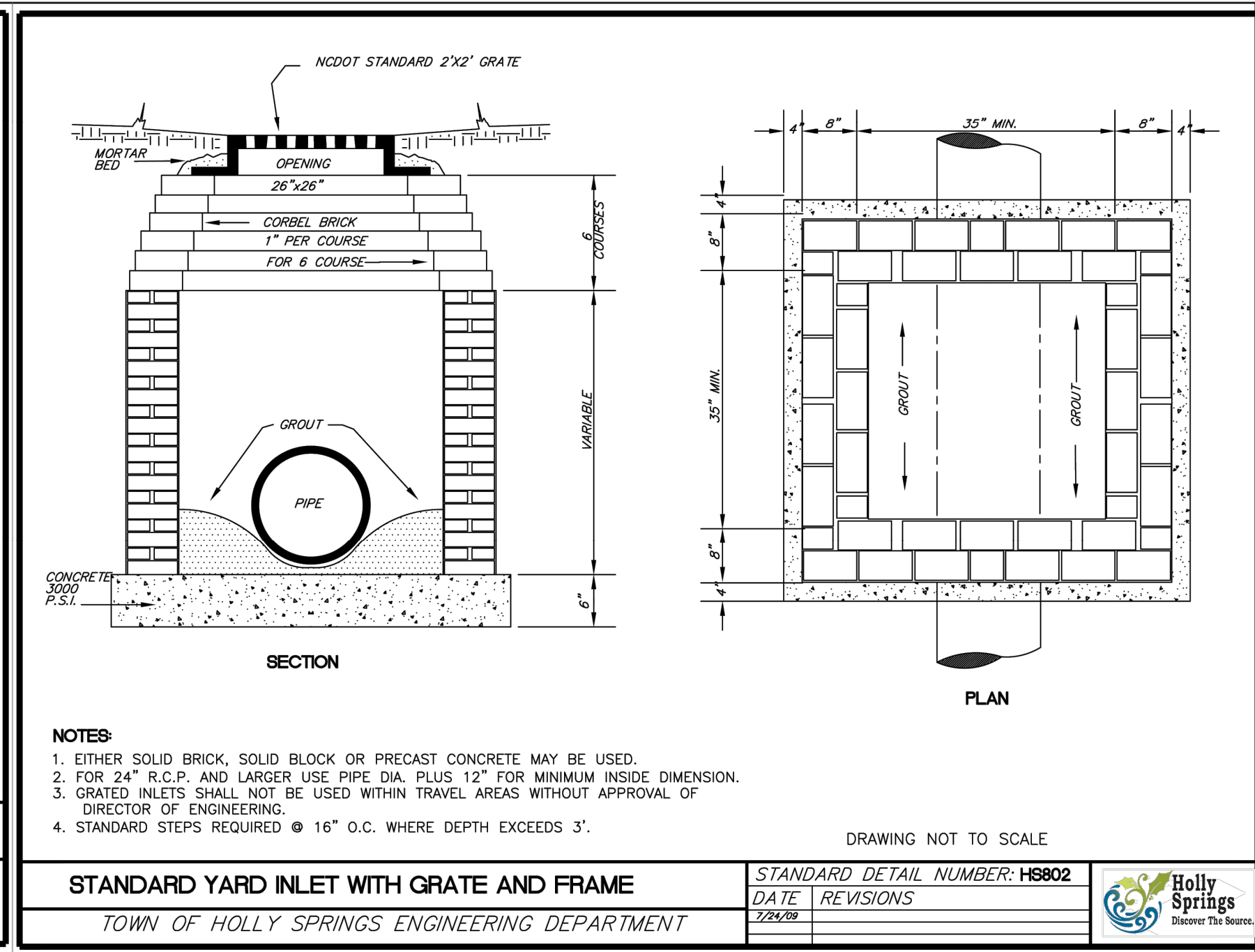
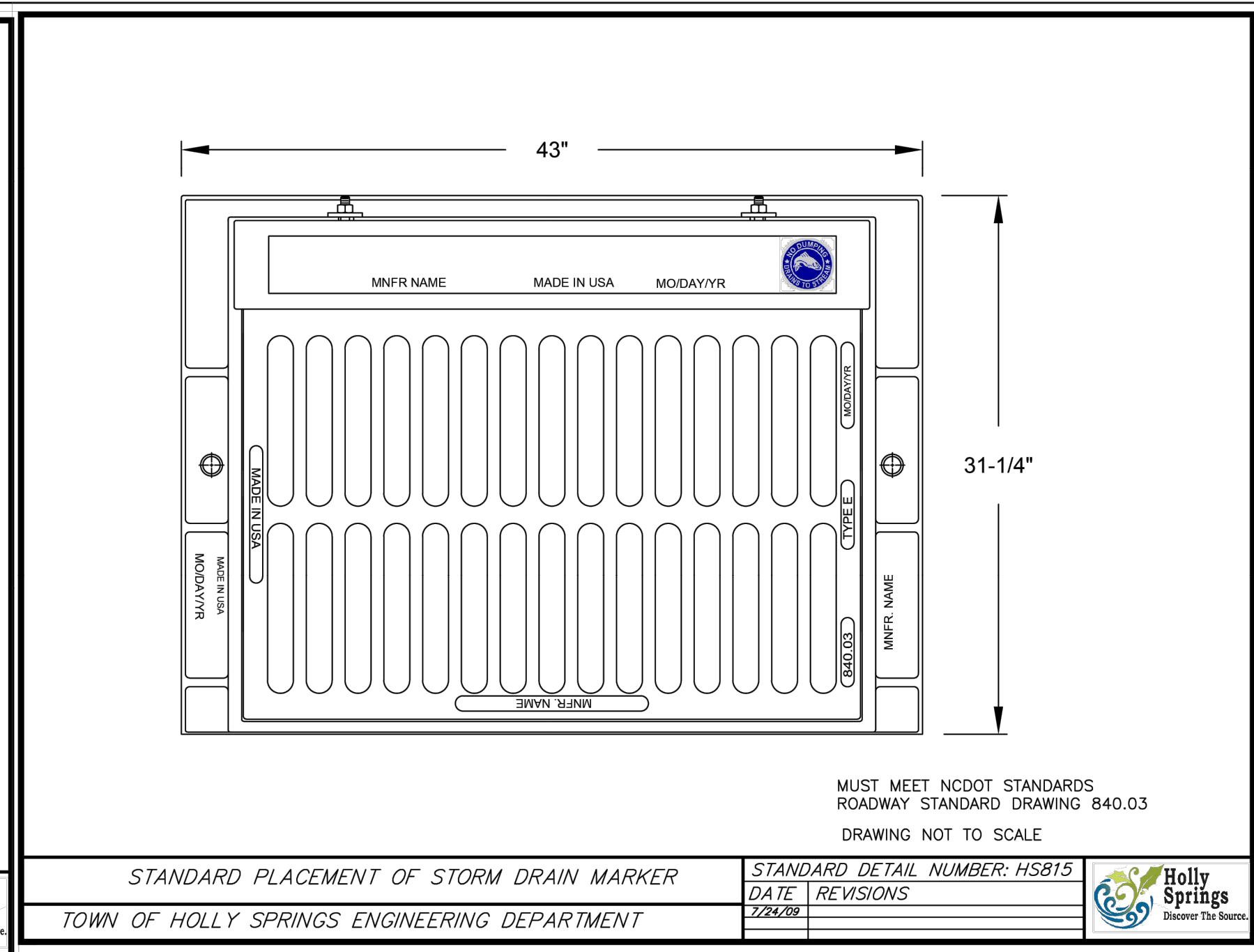
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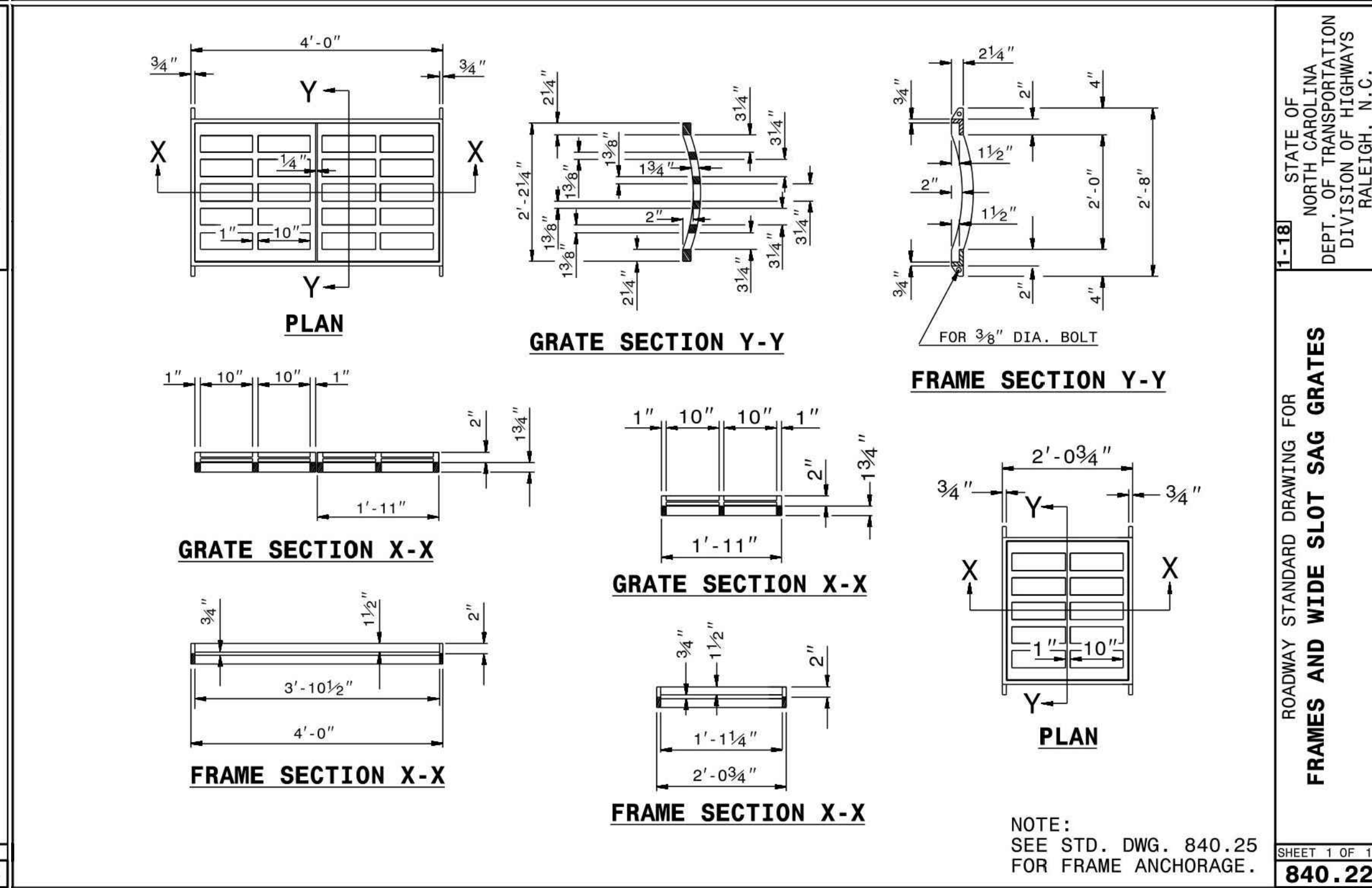
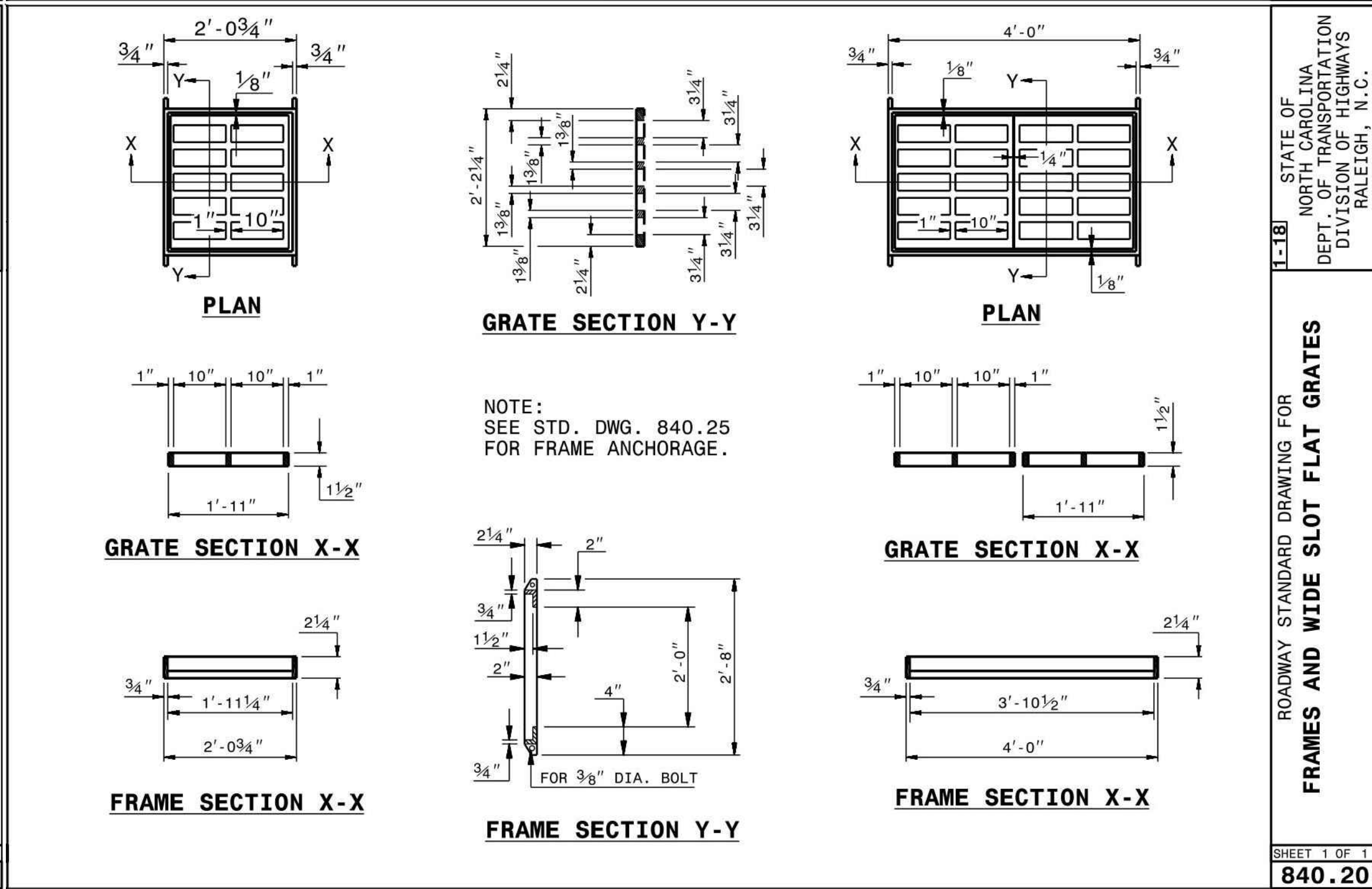
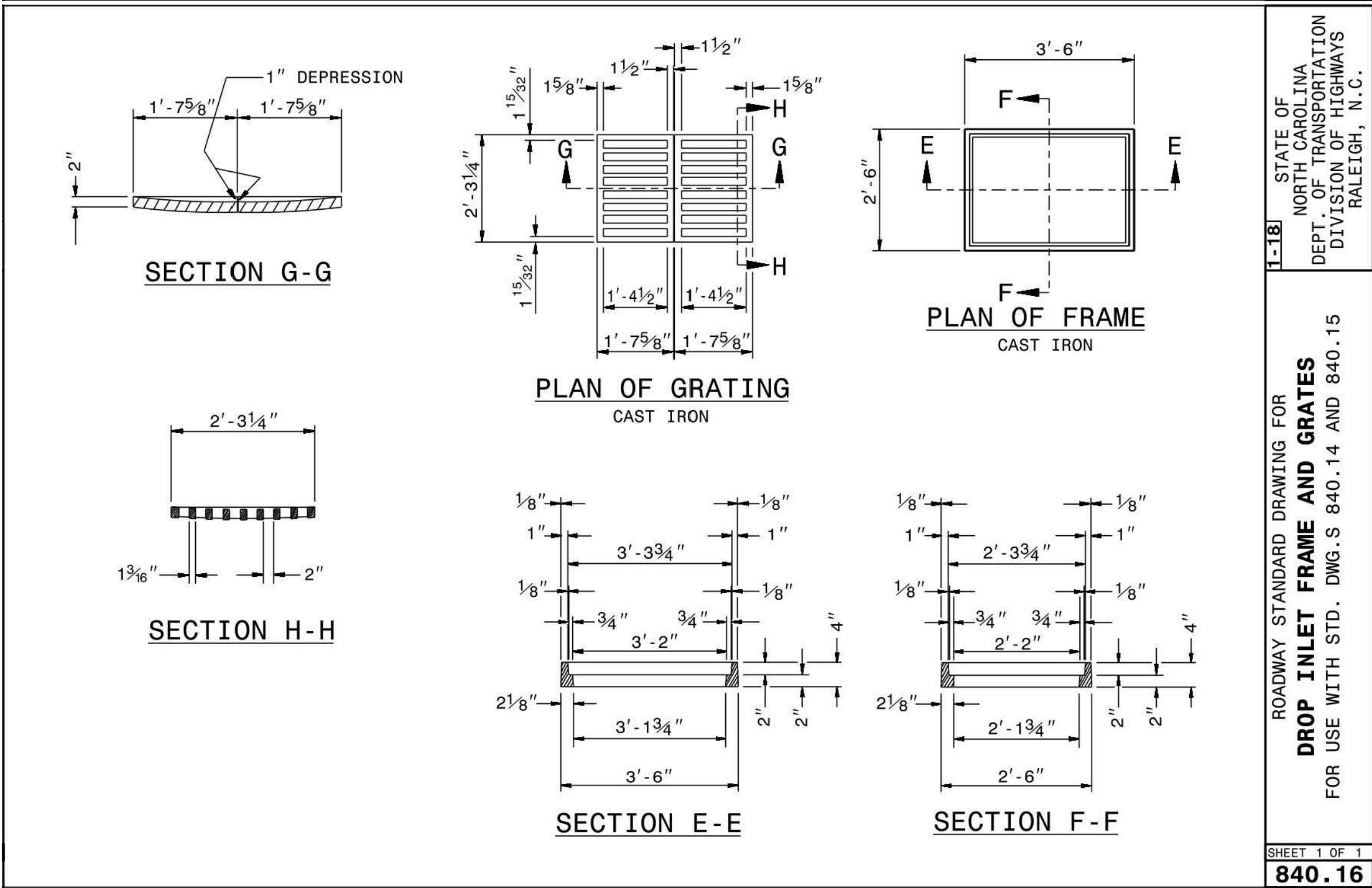
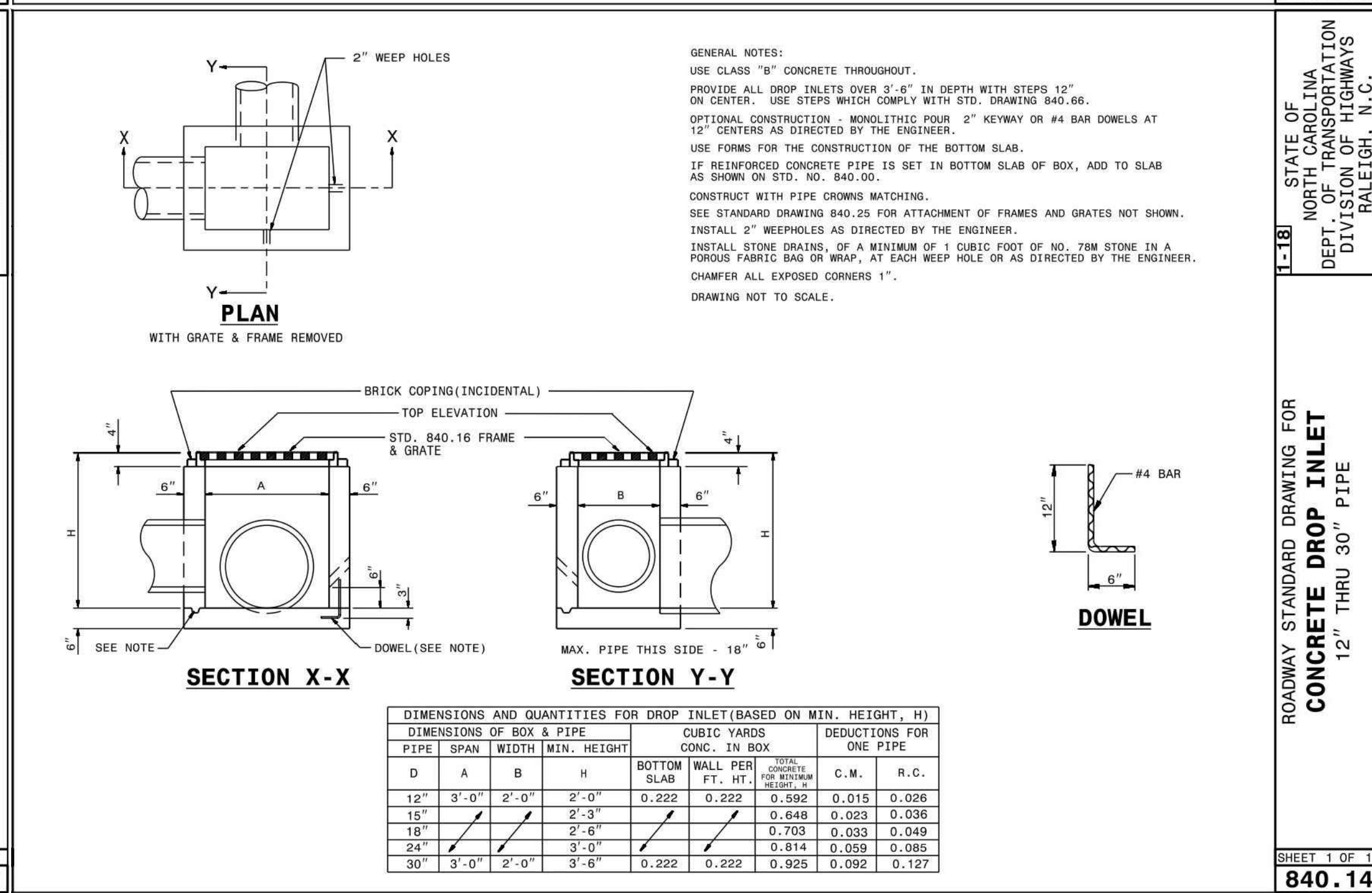
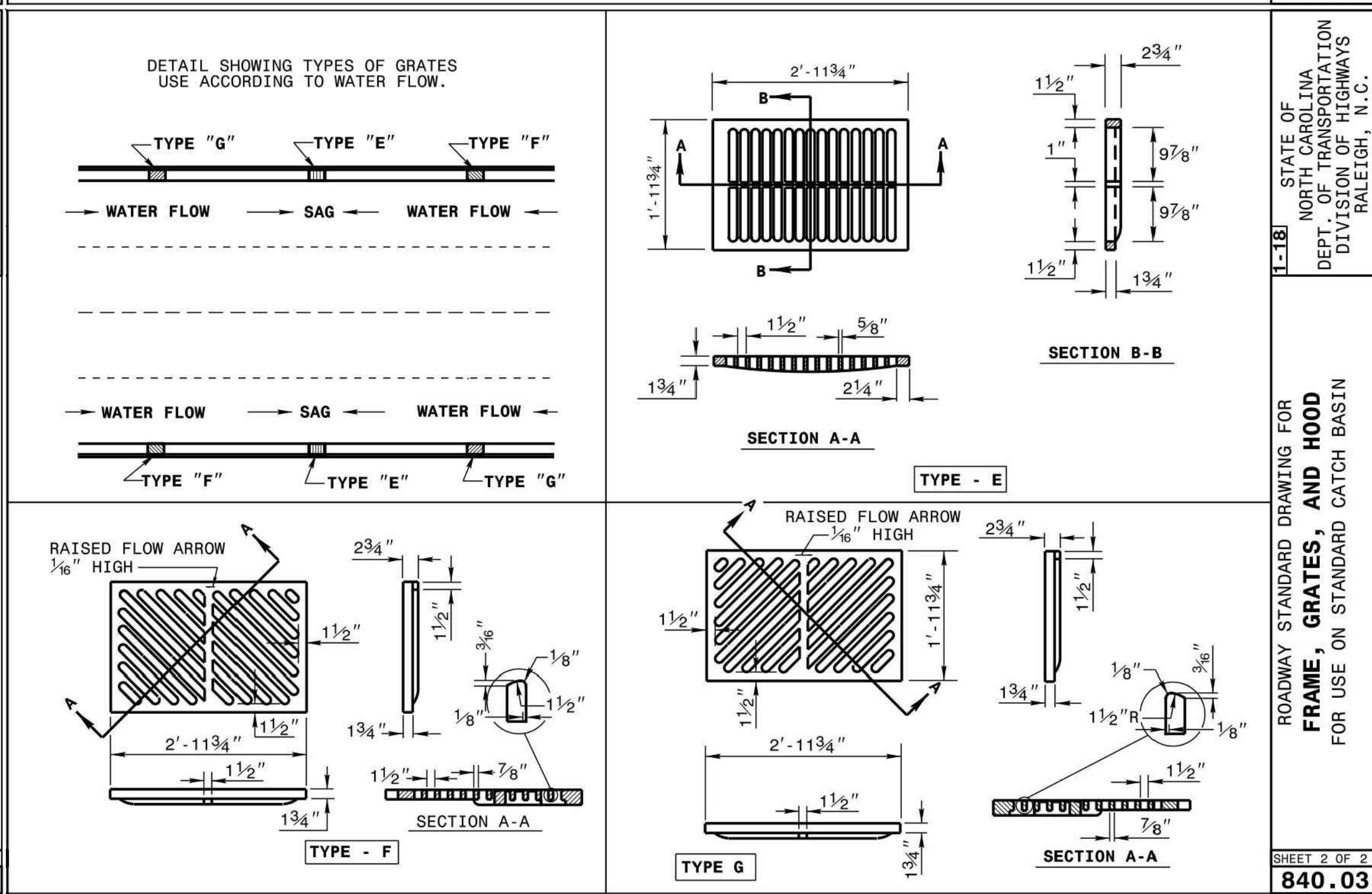
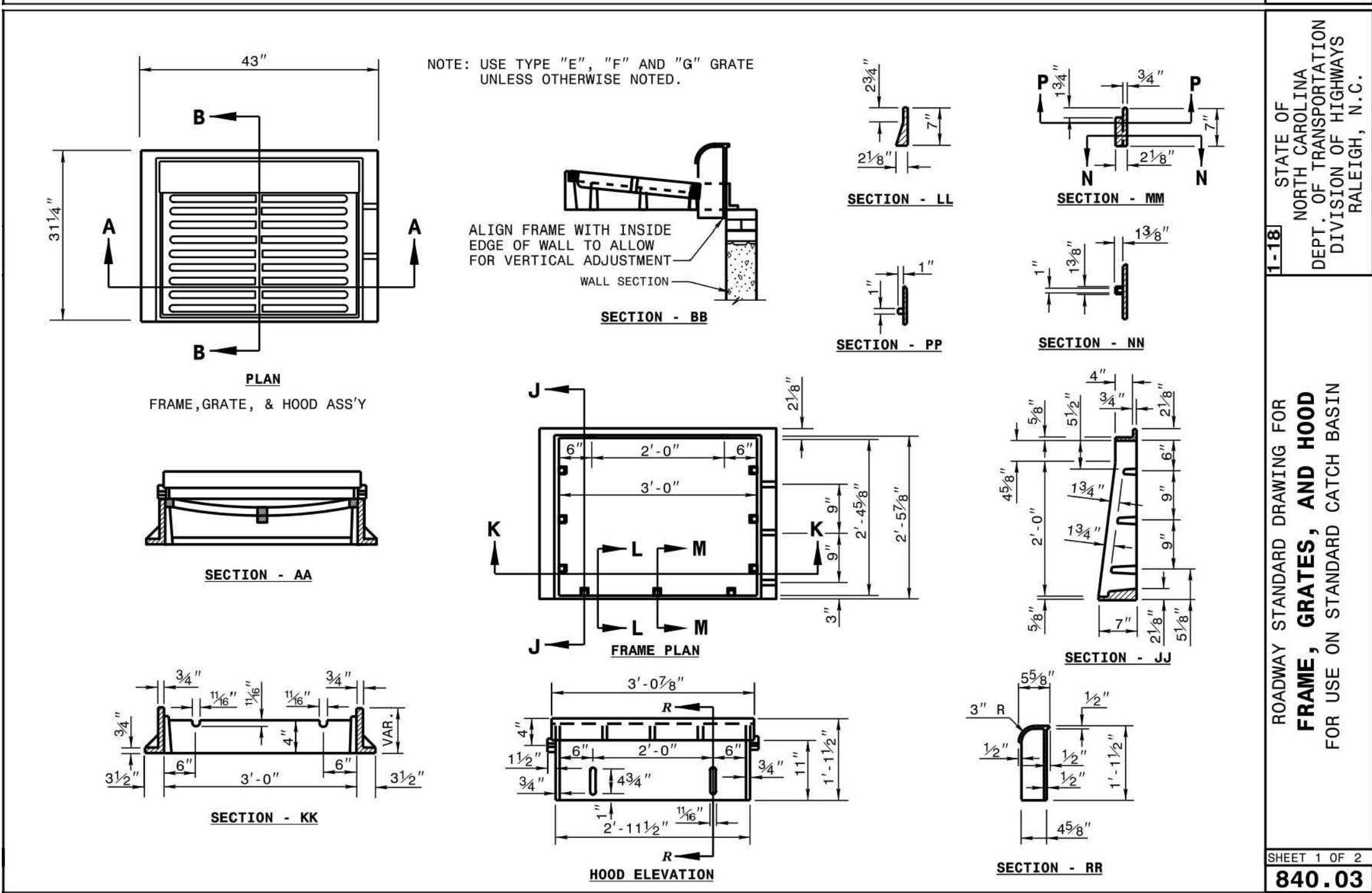
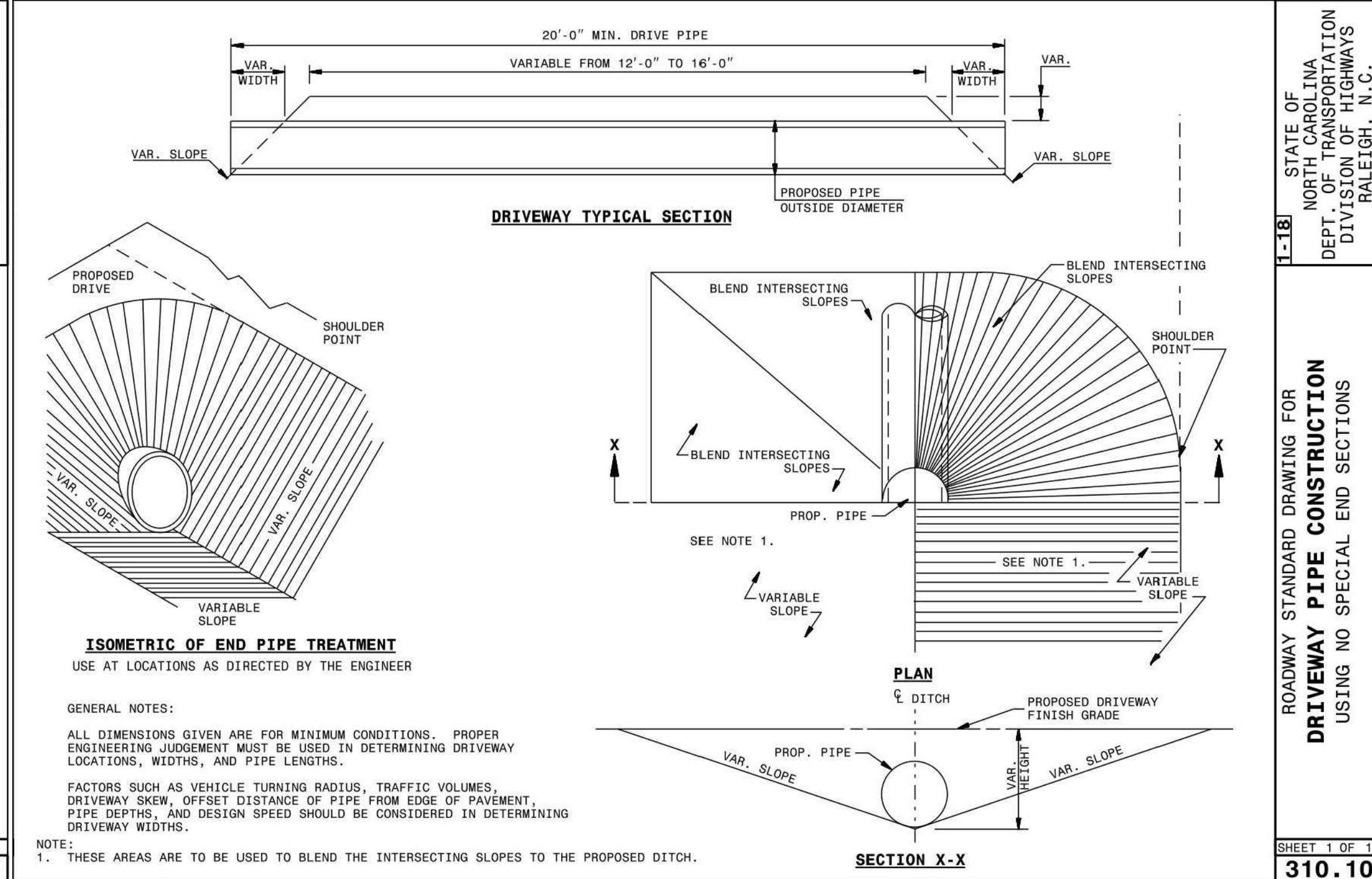
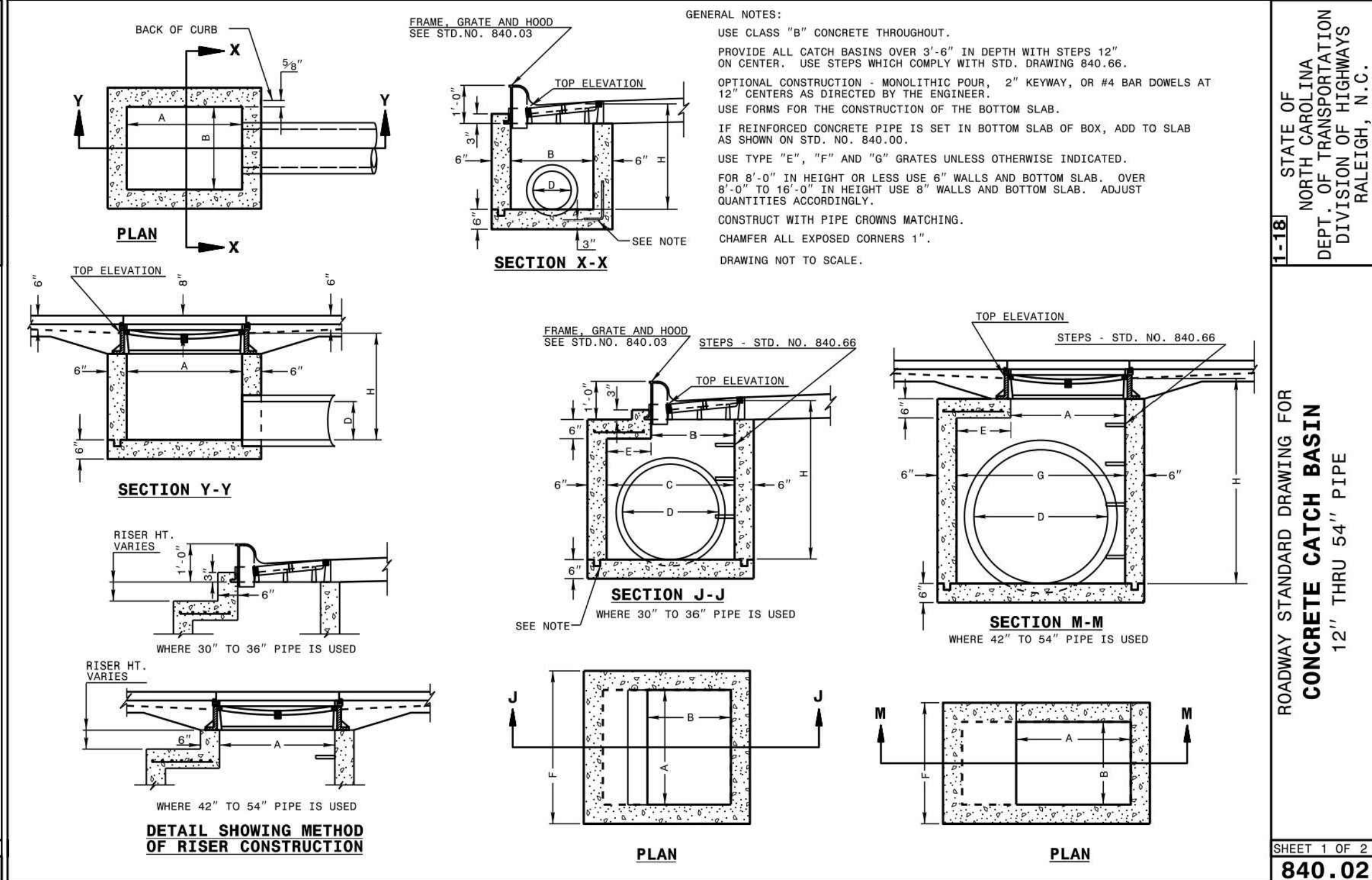
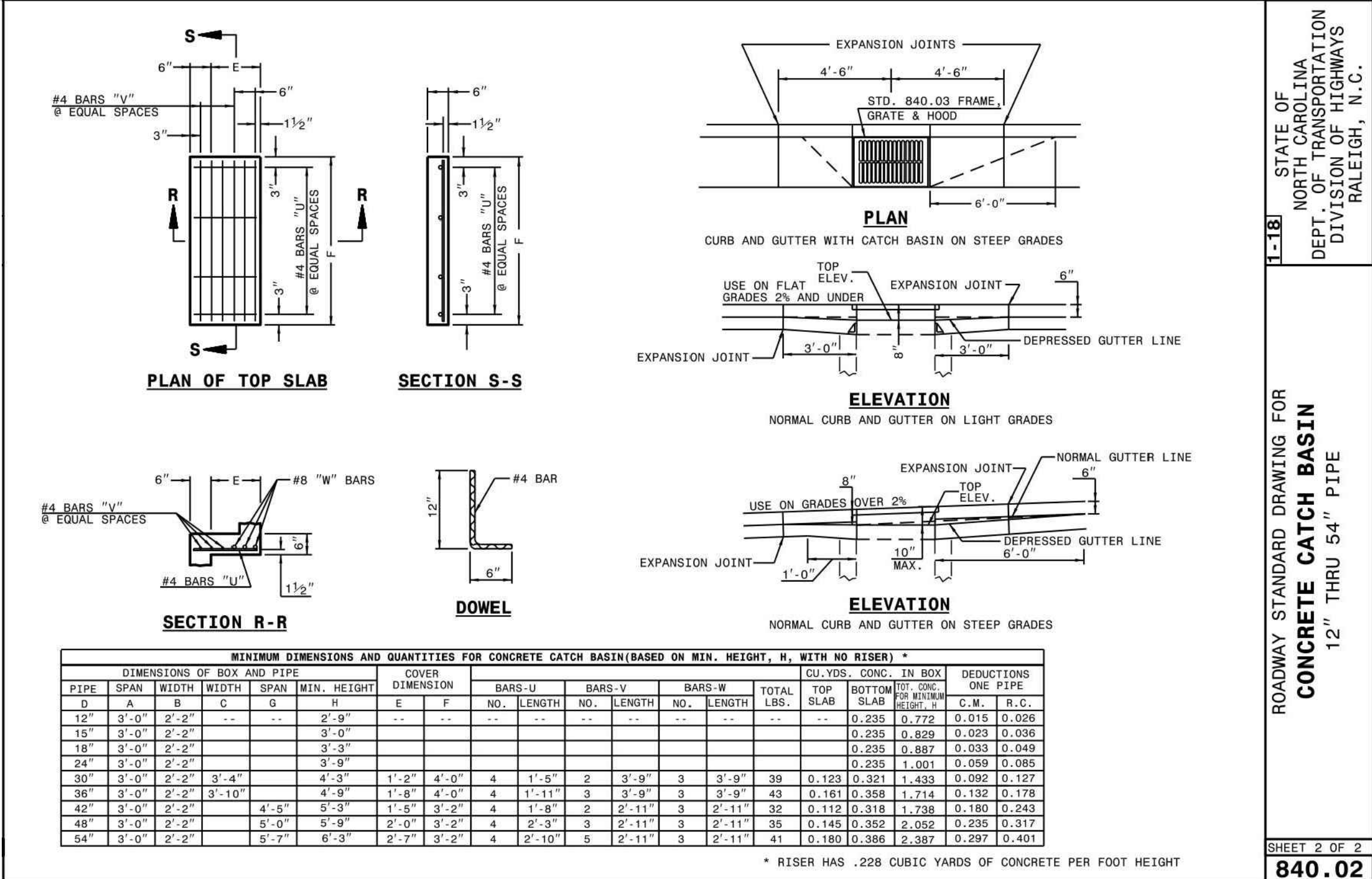
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CFD-XXXX- A000 XXXXX

ELECTRONIC FILE NAME:
DRAWN BY: SMP 08-26-2022
CHK'D BY: KAS 08-26-2022
E-MAIL: COVIL@MCADAMSCO.COM

SHEET TITLE
RECLAIMED WATER DETAILS

SHEET NO.
C8.05





DRAWING NUMBER
CFD-XXXX- A000 -XXXXX

DUKE ENERGY

MAILING ADDRESS:
P.O. BOX 1007
CHARLOTTE, NC

Safety Expectations:
ILLNESS Reduce Risk
ZERO INJURY Remove Exposures to Hazards
REPAIR Reinforce Safe Behavior

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HOLLY SPRINGS OPERATIONS CENTER
WOODFIELD DEAD END ROAD

DATE ISSUED: 2-03-2023
PROJECT STATUS: DEVELOPMENT

PROJECT NO. 22-008

DRAWING NUMBER
CFD-XXXX- A000 XXXXX

ELECTRONIC FILE NAME:
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CHK'D BY: KAS 08-26-2022
E-MAIL: COVIL@MCADAMSCO.COM

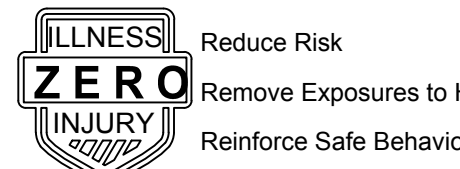
SHEET TITLE
STORM DRAINAGE DETAILS

SHEET NO.
C8.07



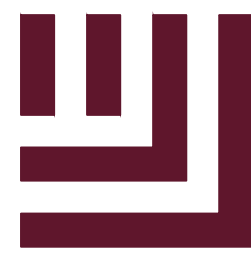
MAILING ADDRESS:
P.O. BOX 1007
CHARLOTTE, NC

Safety Expectations:



ARCHITECTURE

Raleigh, NC 27609
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06/30/2023 12:19:04 PM

HOLLY SPRINGS
OPERATIONS
CENTER

WOODFIELD DEAD END ROAD

DATE ISSUED: 2-03-2023

PROJECT STATUS: **DEVELOPMENT**

MARK	DATE	DRN BY	REVISION
1	4/07/23	SMP	REDUCTION OF CLEARING ACTIVITIES
2	6/30/23	SMP	SANITARY OUTFALL REVISION

PROJECT NO. 22-008

DRAWING NUMBER

CFD-XXXX- A000 XXXXX

ELECTRONIC FILE NAME

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CHK'D BY: KAS 08-26-2022

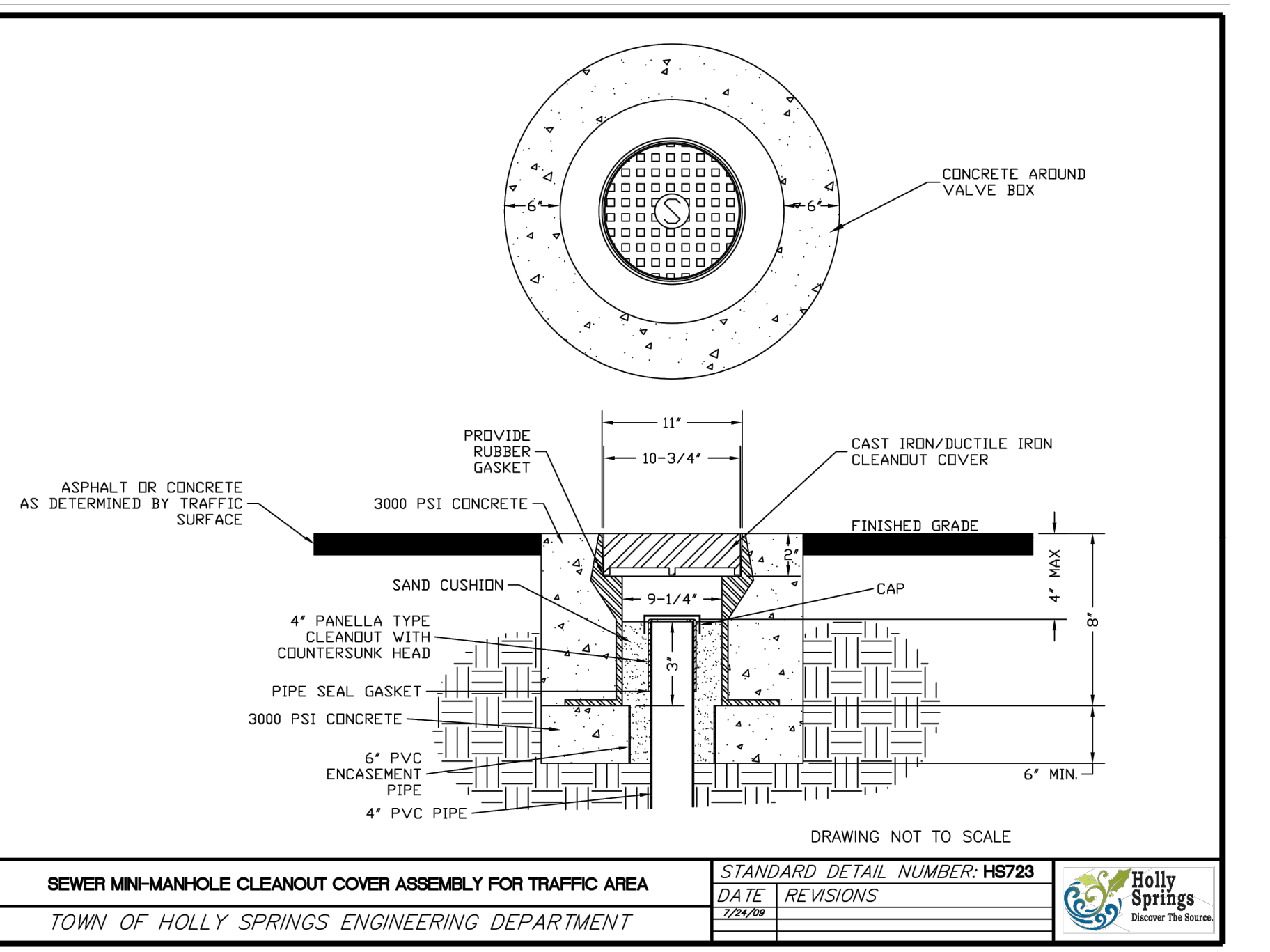
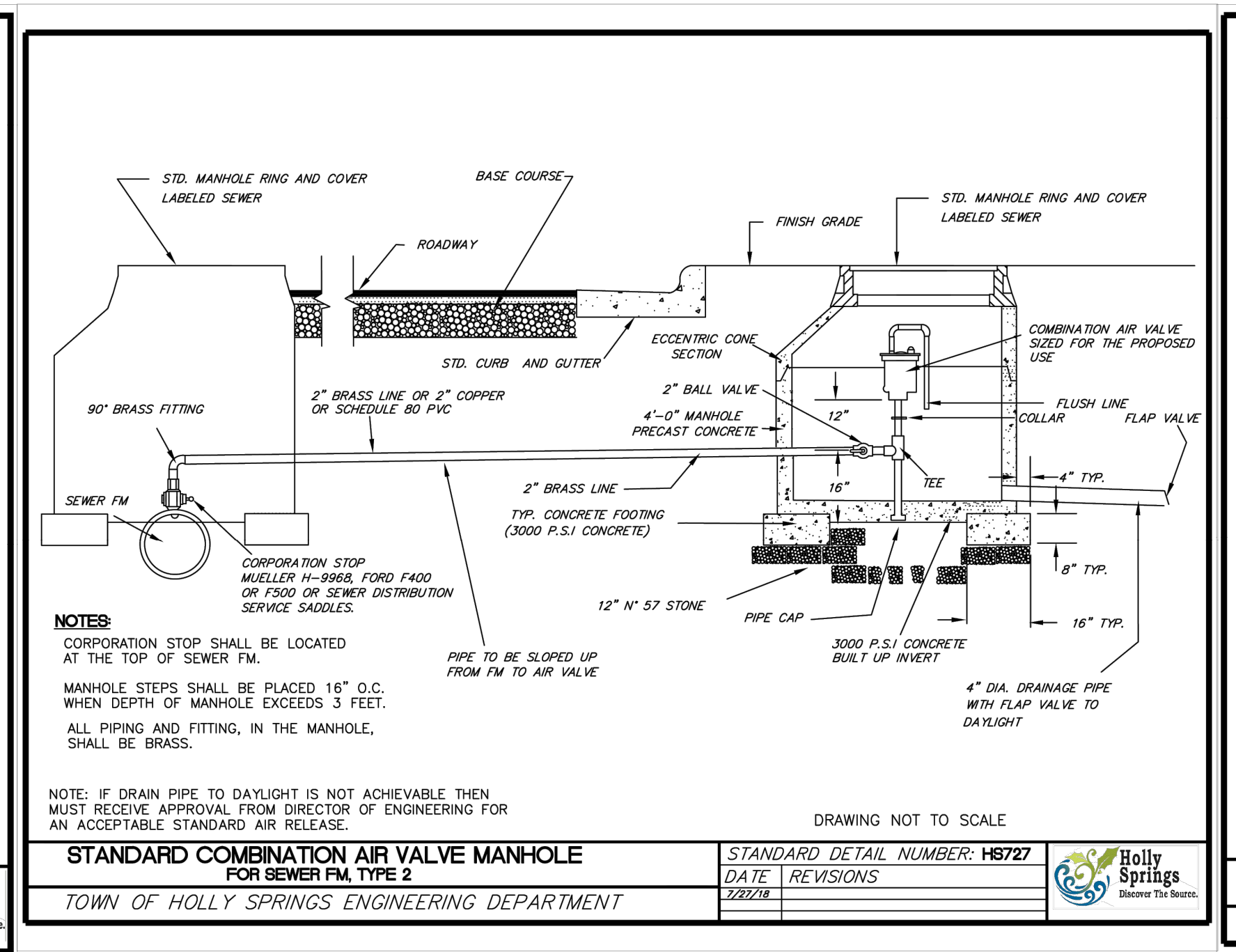
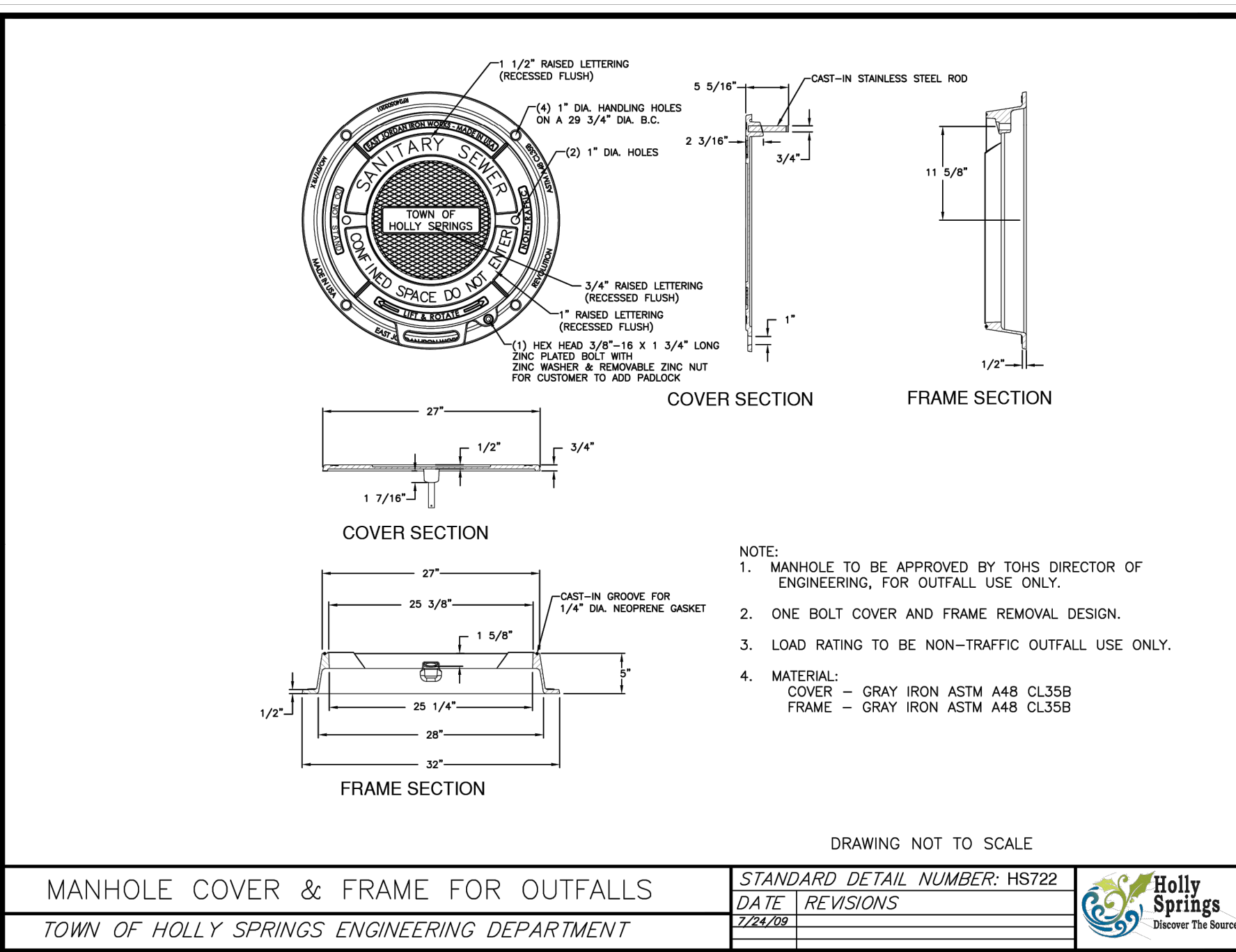
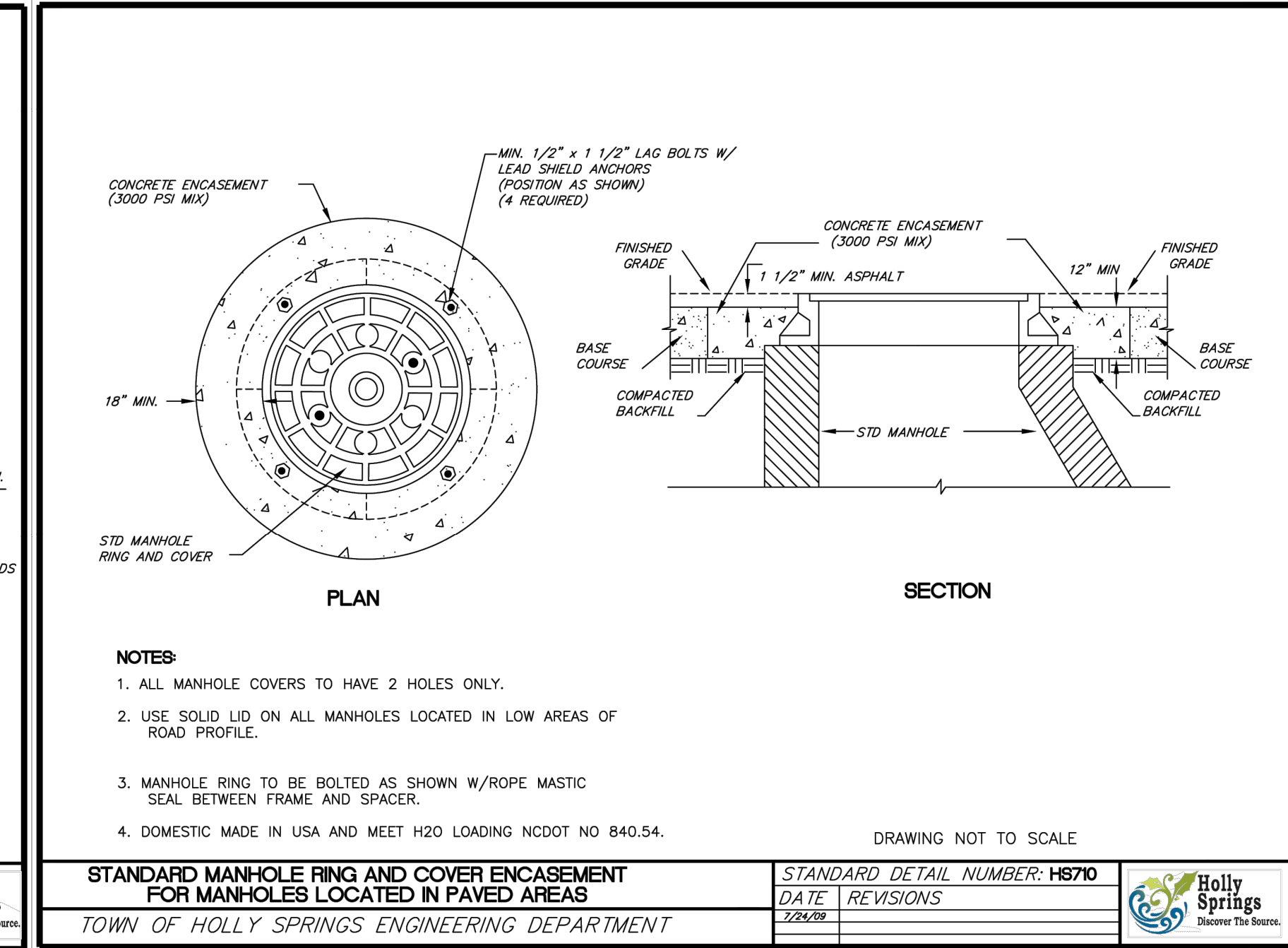
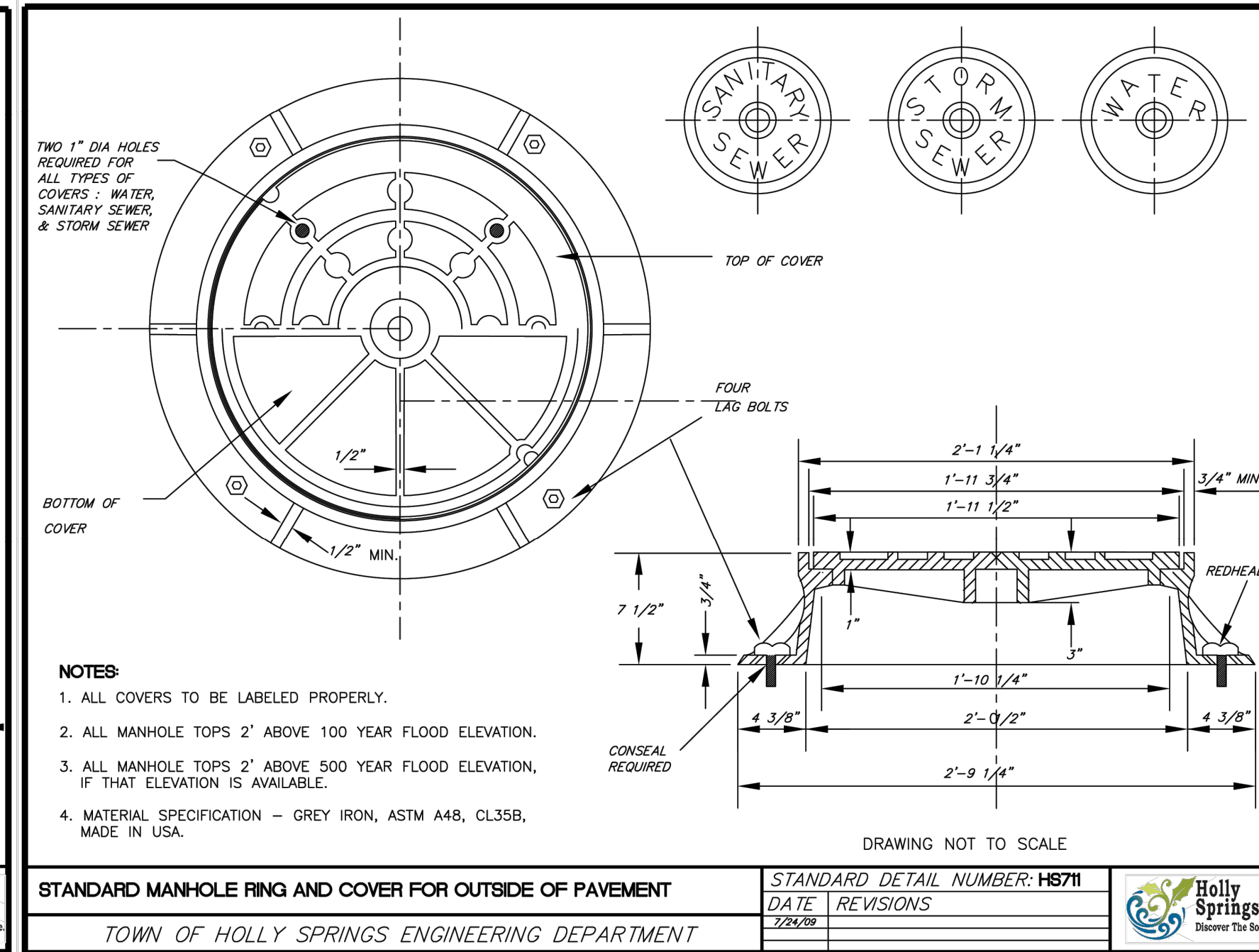
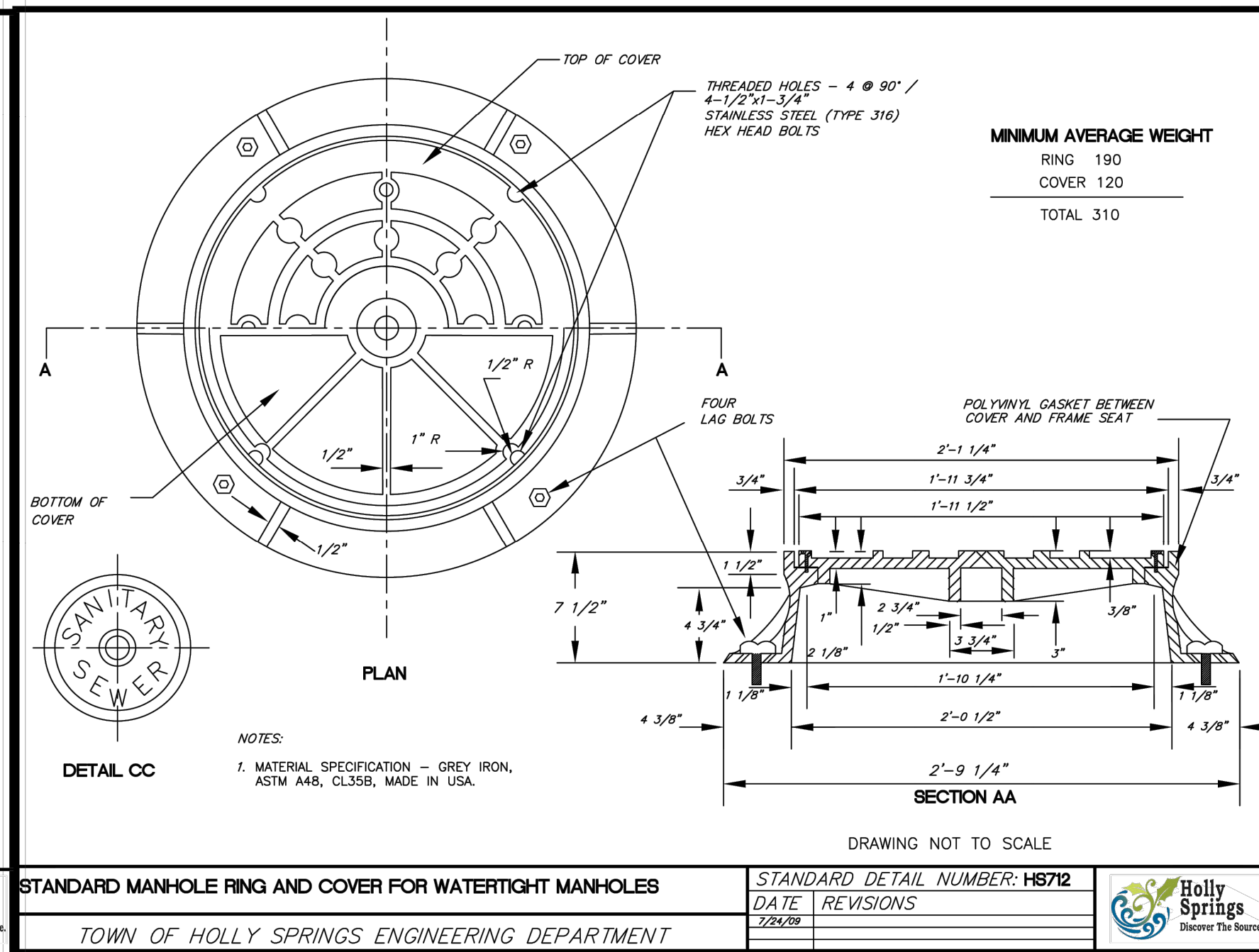
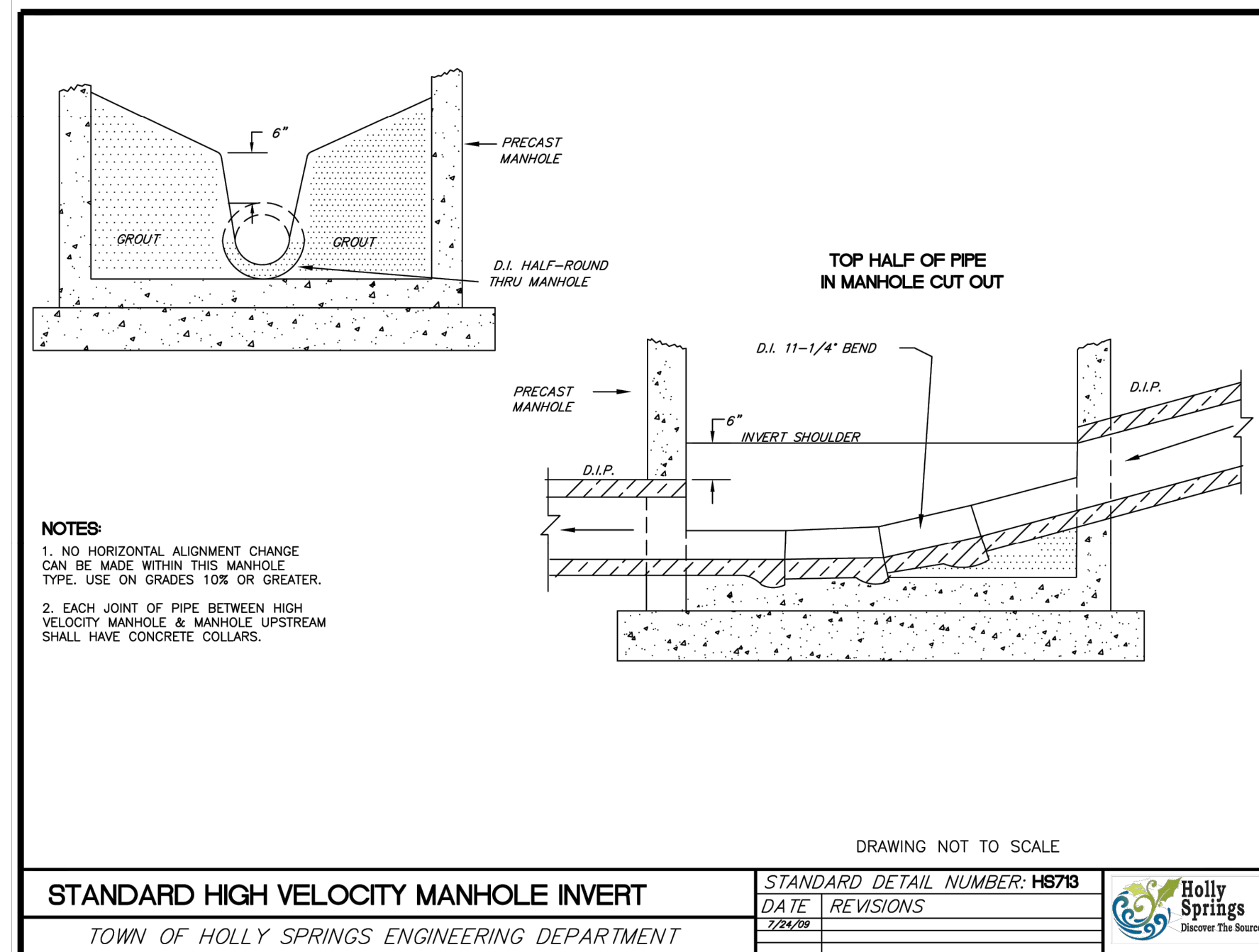
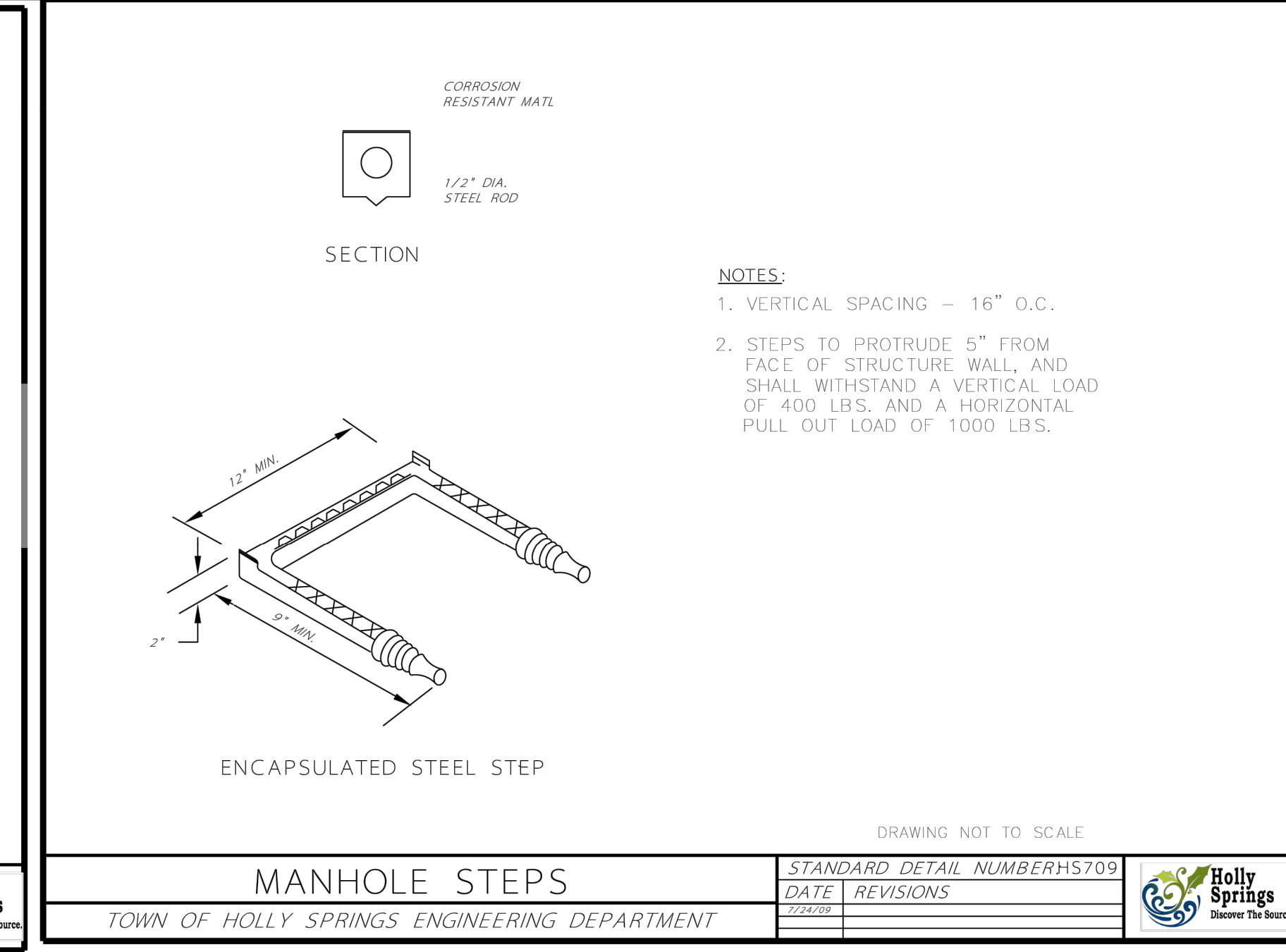
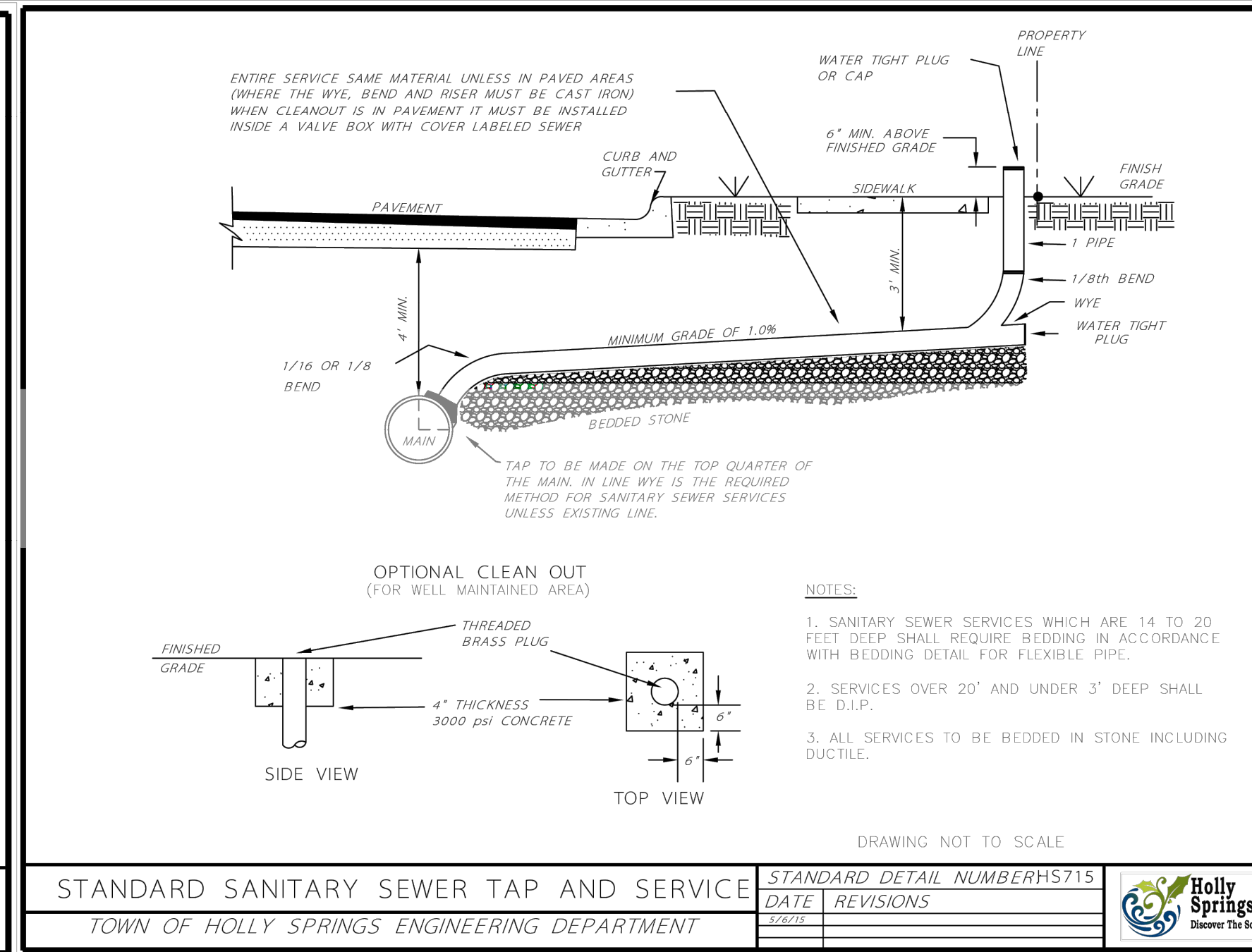
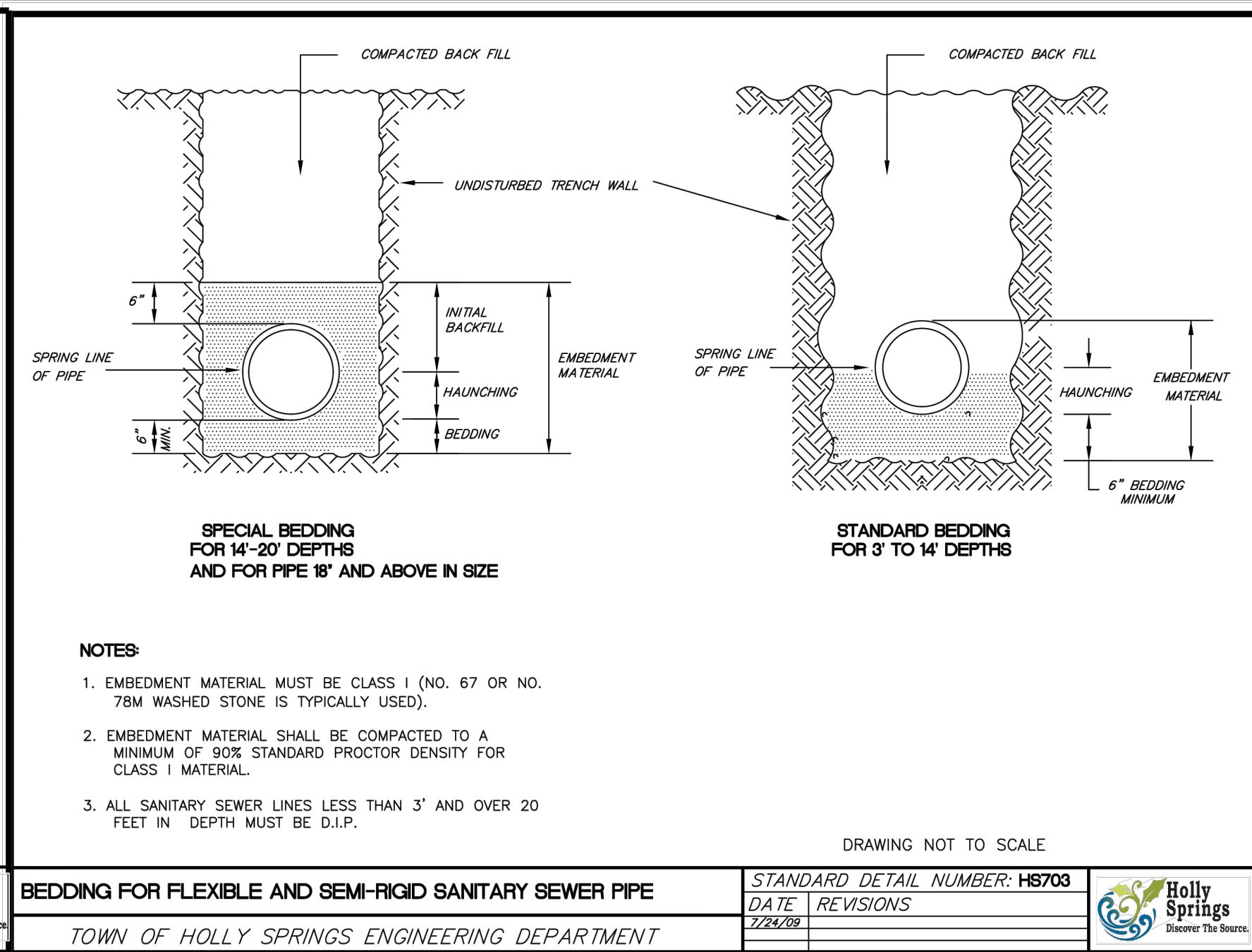
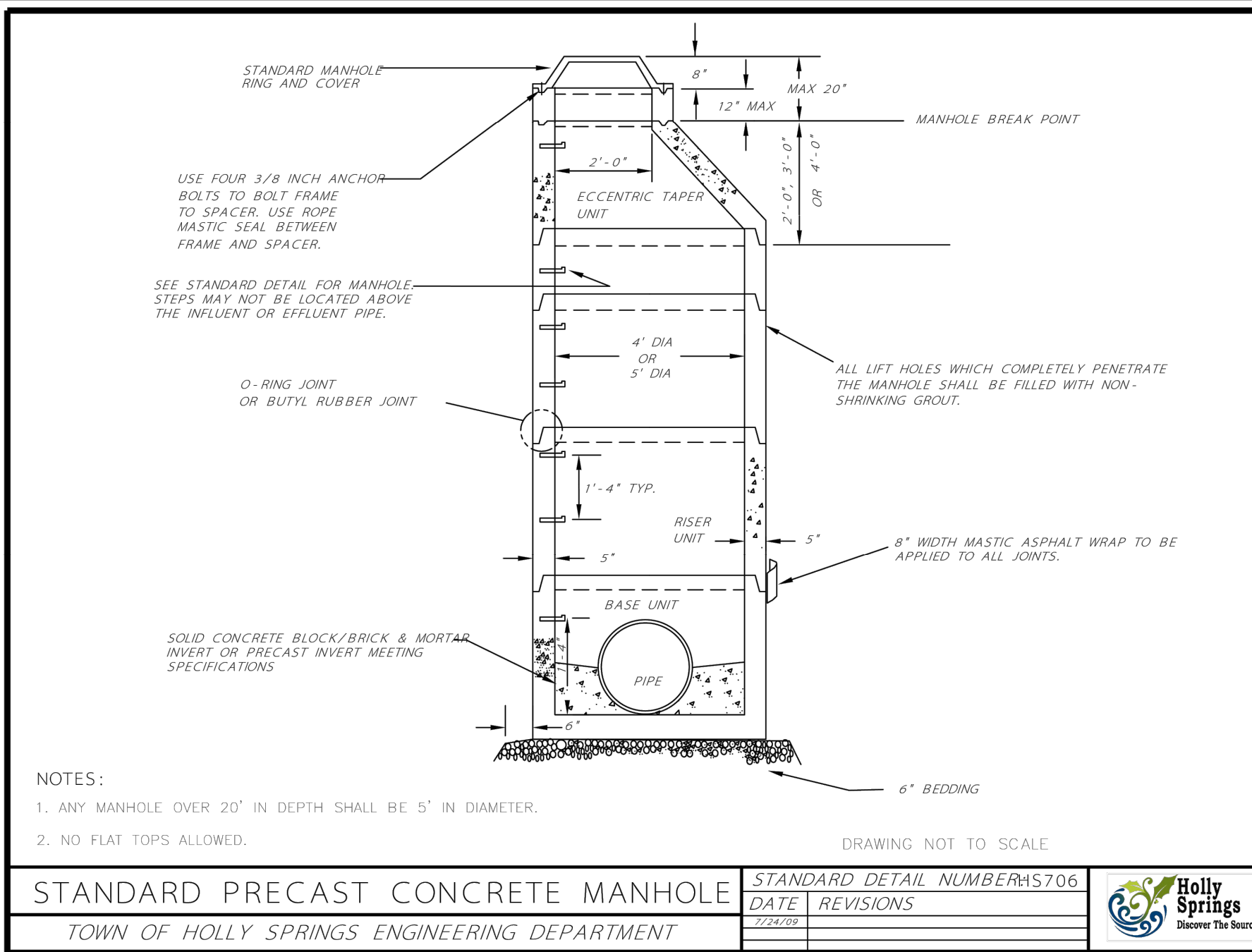
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SHEET TITLE
**STORM DRAINAGE
DETAILS**

SHEET NO.

C8.08



DRAWING NUMBER
CFD-XXXXX A000 -XXXXXX

DUKE ENERGY

MAILING ADDRESS:
P.O. BOX 1007
CHARLOTTE, NC

Safety Expectations:
Reduce Risk
Remove Exposures to Hazards
Reinforce Safe Behavior

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Email office@hh-arch.com

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06/30/2023 12:19:10 PM

HOLLY SPRINGS
OPERATIONS
CENTER
WOODFIELD DEAD END ROAD
PROJECT STATUS: DEVELOPMENT

DATE ISSUED: 2-03-2023
PROJECT STATUS: DEVELOPMENT

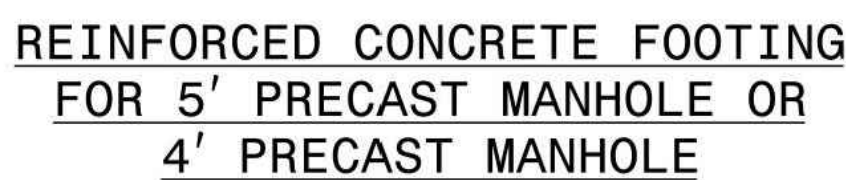
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2	6/30/23	SHR	SANITARY OUTFALL REVISION

PROJECT NO. 22-008
DRAWING NUMBER
CFD-XXXX- A000 XXXXXX
ELECTRONIC FILE NAME:
DRAWN BY: SMP 08-26-2022
CHK'D BY: KAS 08-26-2022
E-MAIL: COVIL@MCADAMSCO.COM

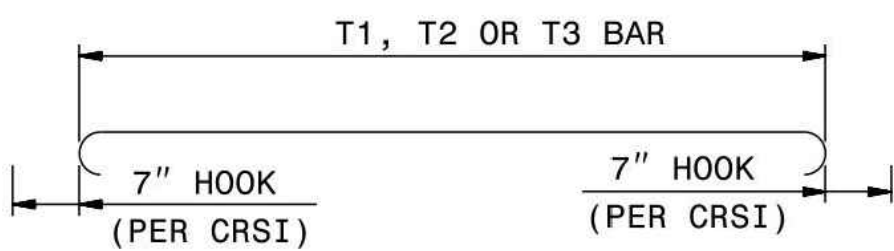
SHEET TITLE
SANITARY SEWER
DETAILS
SHEET NO. C8.09

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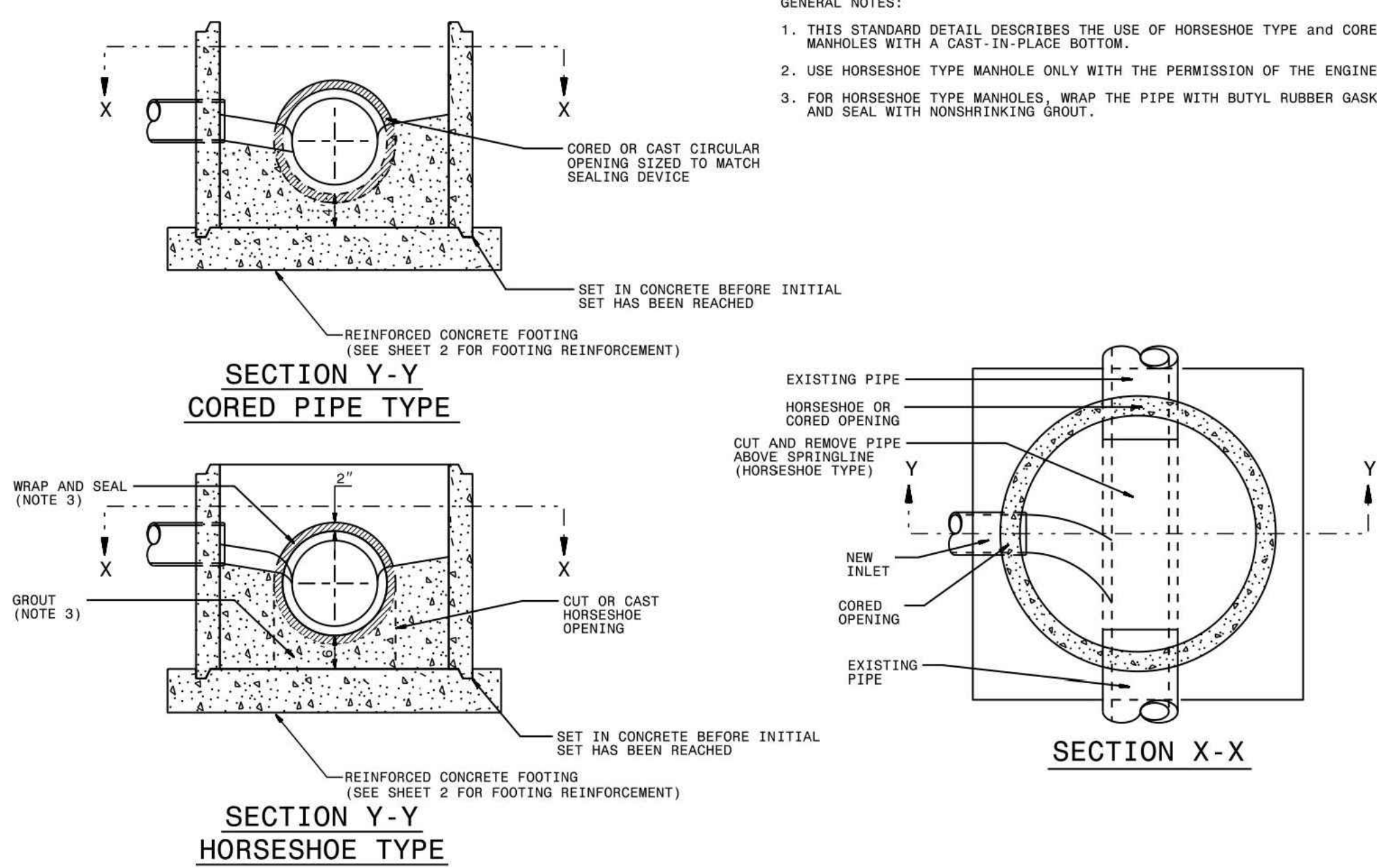
THIS DESIGN DRAWING IS THE EXCLUSIVE PROPERTY OF DUKE ENERGY CORPORATION AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF DUKE ENERGY CORPORATION. IT SHALL NOT BE USED FOR ANY OTHER PROJECT OR FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN PERMISSION OF DUKE ENERGY CORPORATION.



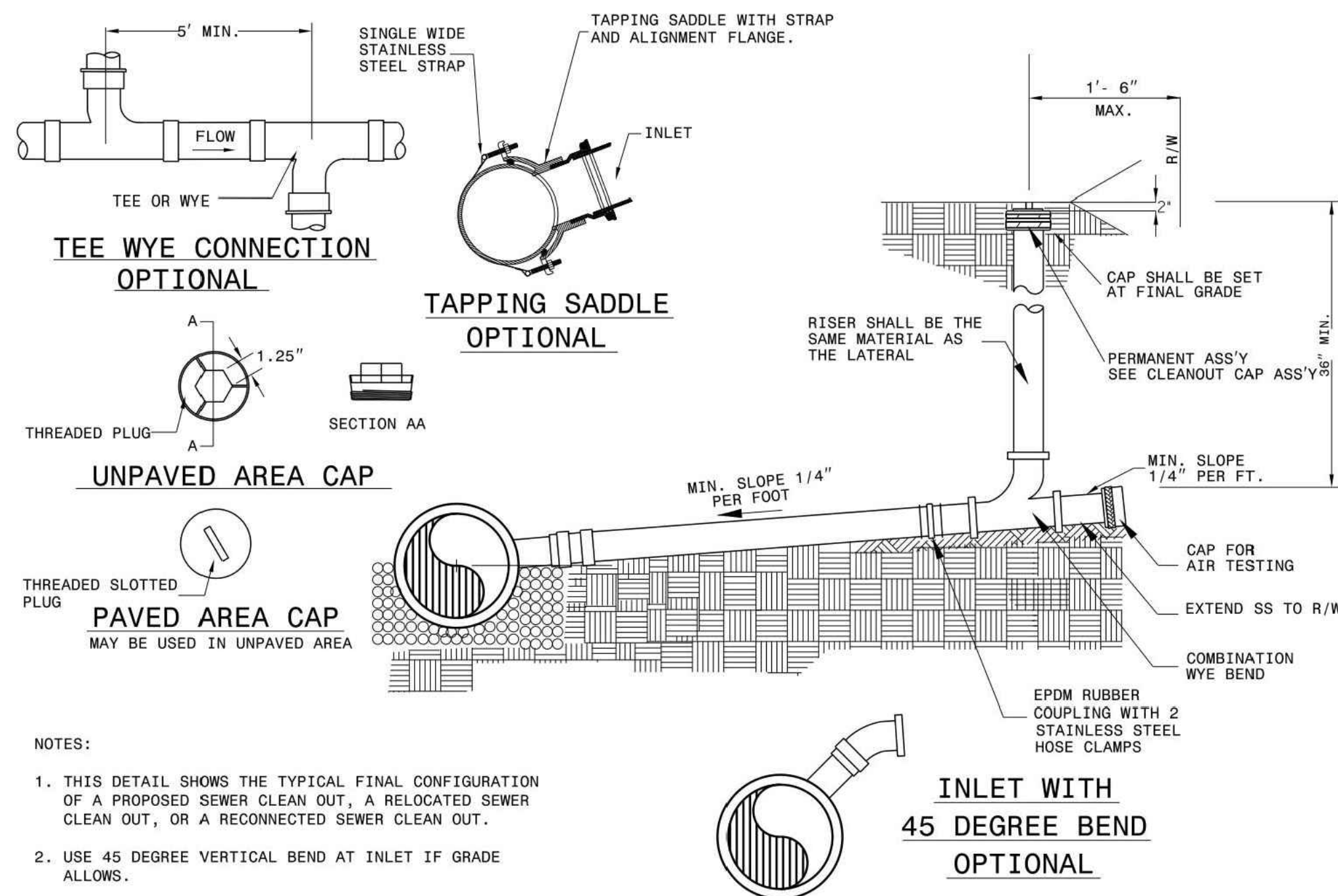
PLACE REINFORCING STEEL SO THAT
STEEL IS PLACED A MIN. OF 2" AND A
MAX. OF 4" FROM THE TOP OF THE SLAB.



1525.06	ROADWAY STANDARD DRAWING FOR PRECAST CONCRETE SANITARY SEWER MANHOLE WITH CAST-IN-PLACE BOTTOM	1-18 STATE OF NORTH CAROLINA DEPT. OF TRANSPORTATION DIVISION OF HIGHWAYS RALEIGH, N.C.
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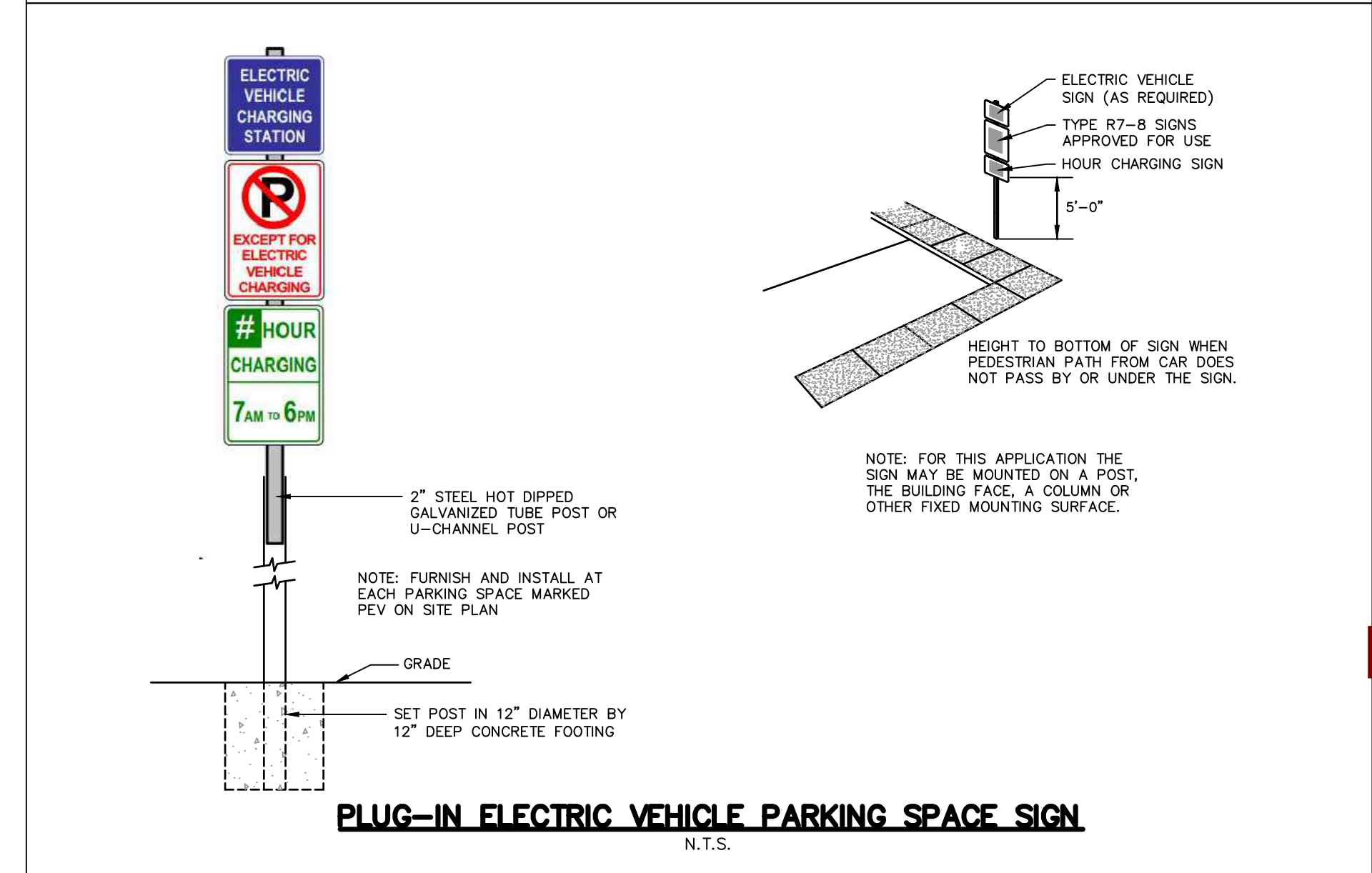
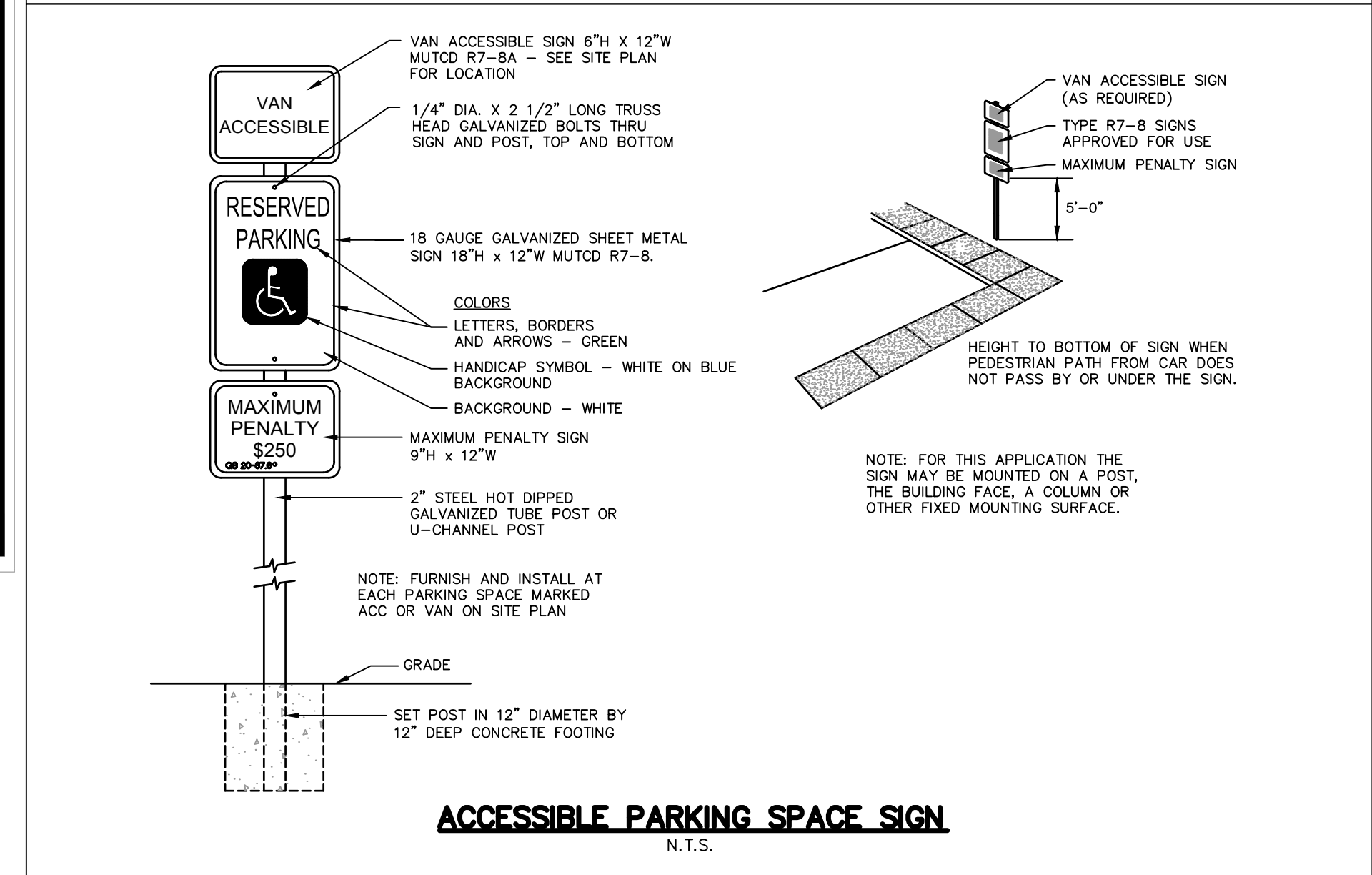
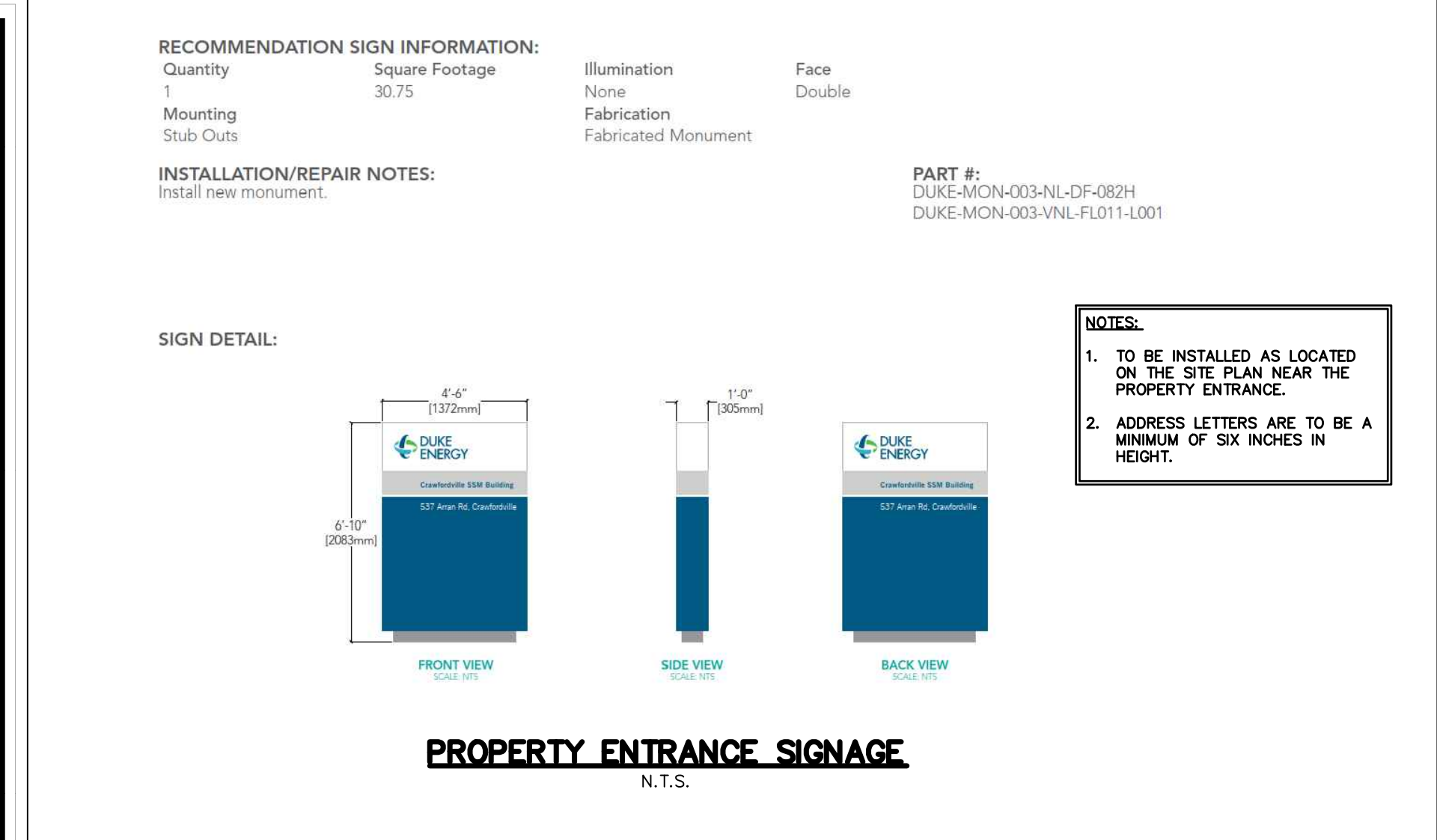


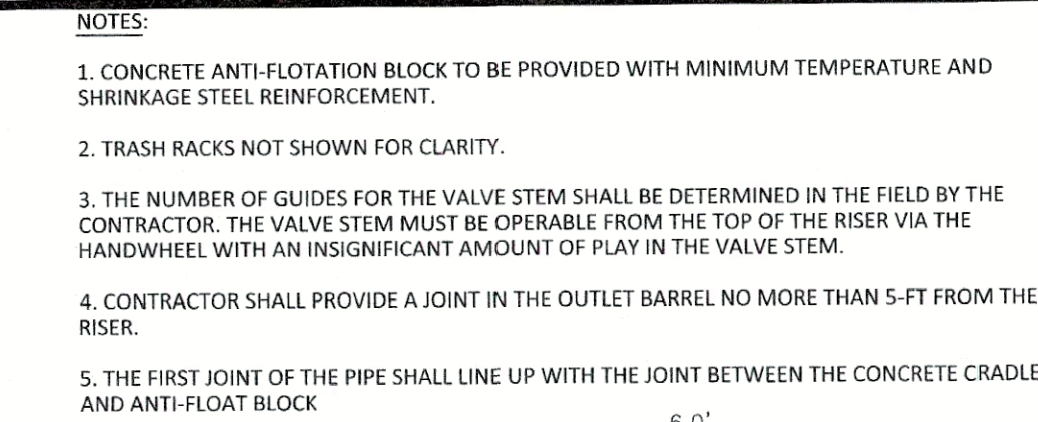
ROADWAY STANDARD DRAWING FOR PRECAST CONCRETE SANITARY SEWER MANHOLE WITH CAST-IN-PLACE BOTTOM	1-18	STATE OF NORTH CAROLINA DEPT. OF TRANSPORTATION DIVISION OF HIGHWAYS RALEIGH, N.C.
SHEET 1 OF 2		
1525.06		



ROADWAY STANDARD DRAWING FOR	1-18	STATE OF NORTH CAROLINA DEPT. OF TRANSPORTATION DIVISION OF HIGHWAYS RALEIGH, N.C.
SHEET 1 OF 1	1520.01	SEWER CLEAN OUT

[illegible]

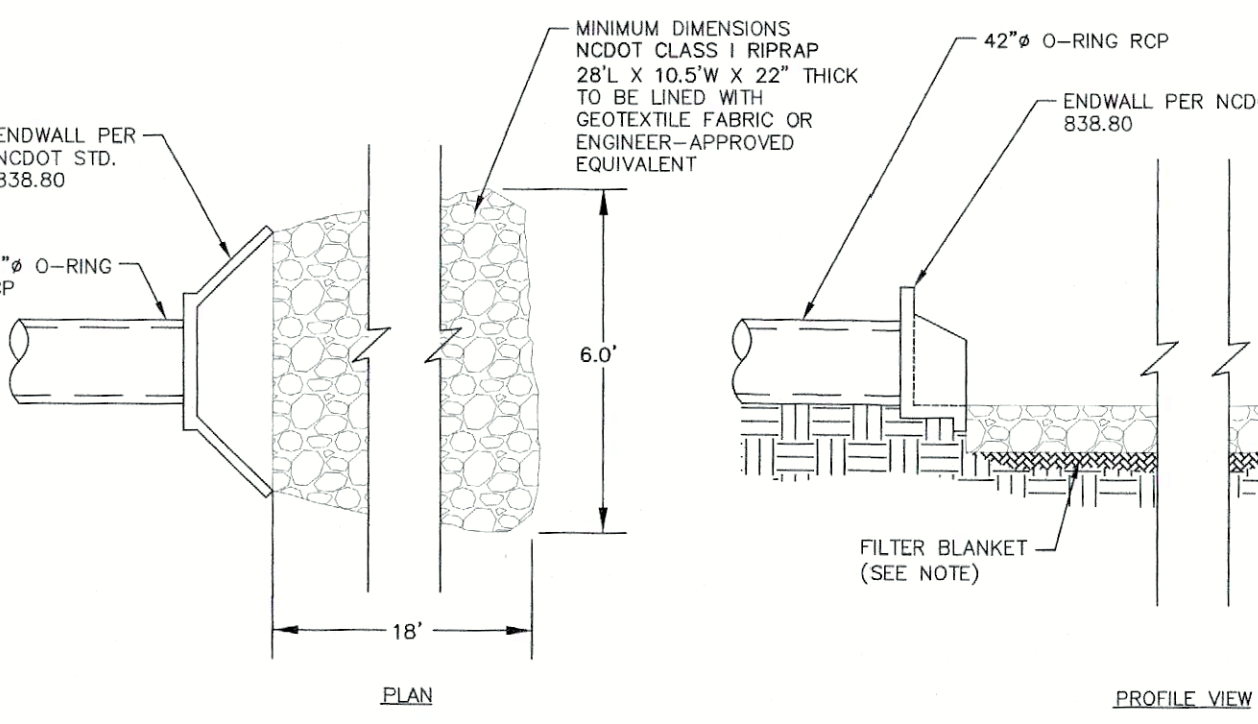




C:\Projects\UNE\DR22004\04-Production\Water Resources\Construction Drawings\UNE22004-5W.dwg, 6/20/2023, 10:30:22 AM, Max Thierer

NOTES:

1. A FILTER BLANKET IS TO BE INSTALLED BETWEEN THE RIPRAP AND SOIL FOUNDATION. THE FILTER BLANKET WILL CONSIST OF A MINIMUM 4" THICK LAYER OF STONE (NCOT #57) UNDERLAIN WITH MIRAFI FILTER WEAVE 700 OR ENGINEER-APPROVED EQUIVALENT.



OUTLET BARREL VELOCITY DISSIPATER
N.T.S.

NOTE:

1. CONTRACTOR SHALL PROVIDE A JOINT IN THE OUTLET BARREL NO MORE THAN 5'-FT FROM THE RISER.

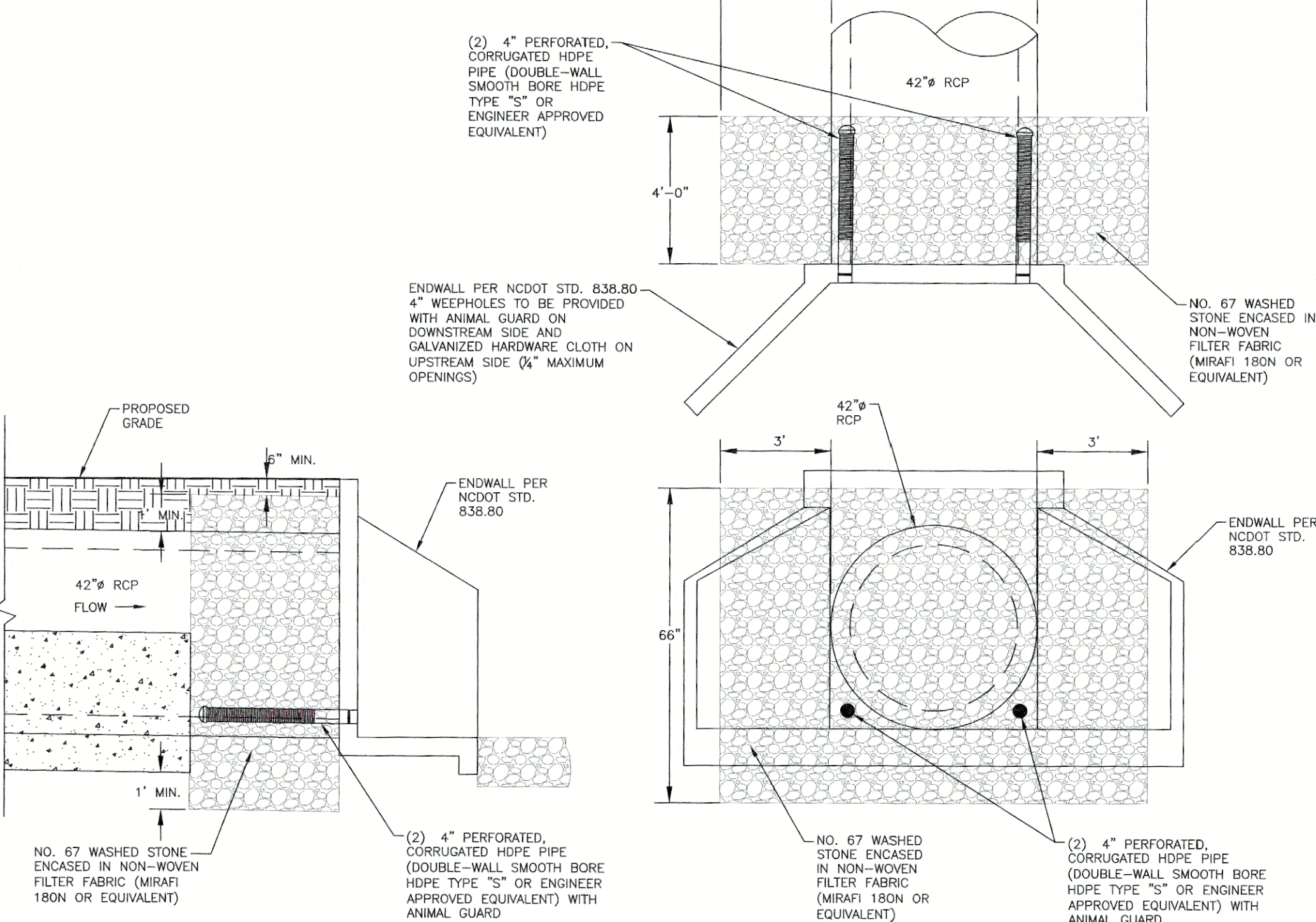
BARREL PIPE CONCRETE CRADLE CONSTRUCTION SEQUENCE

1. IF OPTION A IS CHOSEN FROM NOTE 9 OF THE OUTLET STRUCTURE MATERIAL SPECIFICATIONS, THEN BRING GRADE OF DAM EMBANKMENT TO SPRINKLING OF PIPE ELEVATION. IF OPTION B IS CHOSEN FROM NOTE 9 OF THE OUTLET STRUCTURE MATERIAL SPECIFICATIONS, THEN CONSTRUCT FORMWORK FOR CONCRETE CRADLE ON EXISTING GRADE.
2. IF OPTION A IS CHOSEN FROM NOTE 9 OF THE OUTLET STRUCTURE MATERIAL SPECIFICATIONS, THEN EXCAVATE TRENCH FOR CRADLE AND BARREL PER DIMENSIONS ON DRAWINGS. IF OPTION B IS CHOSEN FROM NOTE 9 OF THE OUTLET STRUCTURE MATERIAL SPECIFICATIONS, PROCEED TO STEP 3 BELOW.
3. PLACE BARREL PIPE ON CONCRETE BLOCKS TO GRADE. AT THIS STEP, CONTRACTOR SHALL WRAP A DOUBLE LAYER OF NON-WOVEN GEOTEXTILE FABRIC AROUND EACH JOINT OF THE 42" O-RING RCP BARREL IN 2" WIDE STRIPS CENTERED ON JOINT.
4. PLACE CONCRETE FOR CRADLE FOR EACH SECTION FROM ONE SIDE OF THE TRENCH. ALLOW CONCRETE TO FILL ENTIRE AREA UNDER PIPE AND LEAVE NO VOIDS UNDER THE PIPE BEFORE PLACING CONCRETE ON THE OPPOSITE SIDE OF THE TRENCH. PLACE ENTIRE CRADLE AS ONE LIFT VERTICALLY PER DRAWINGS.
5. ALLOW CRADLE TO CURE FOR A MINIMUM OF 7 DAYS BEFORE ANY VIBRATING COMPACTION EQUIPMENT IS USED IN THE VICINITY OF THE BARREL PIPE.
6. TRENCH TO BE BACKFILLED IN 5" LIFTS WHEN COMPACTION IS BY HAND. BACKFILL IS IN 8" LIFTS WHEN CONDUCTED BY MACHINE. MINIMUM OF 2 FEET COVER MUST BE PRESENT ON 42" RCP BEFORE DRIVING OVER WITH HEAVY EQUIPMENT.

42" CONCRETE CRADLE DETAIL
N.T.S.

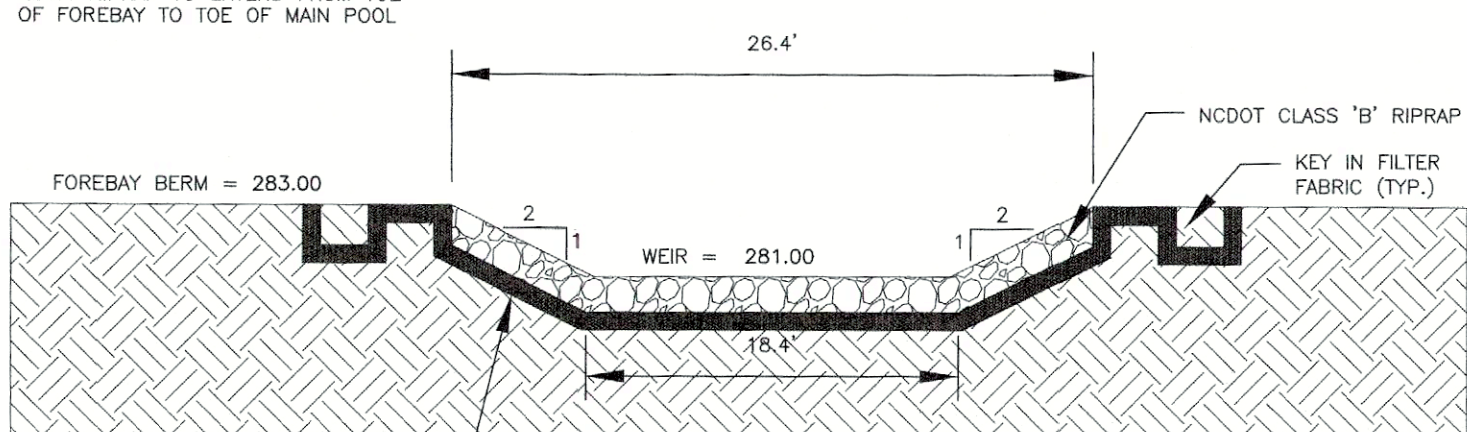
NOTE:

1. HAVLAND DRAINAGE PRODUCTS 4" ALUMINUM ANIMAL GUARD ITEM NUMBER AG5004 (OR ENGINEER APPROVED EQUIVALENT) TO BE INSTALLED AT OUTLET OF 4" HDPE PIPES



SPILLWAY FILTER DETAIL
N.T.S.

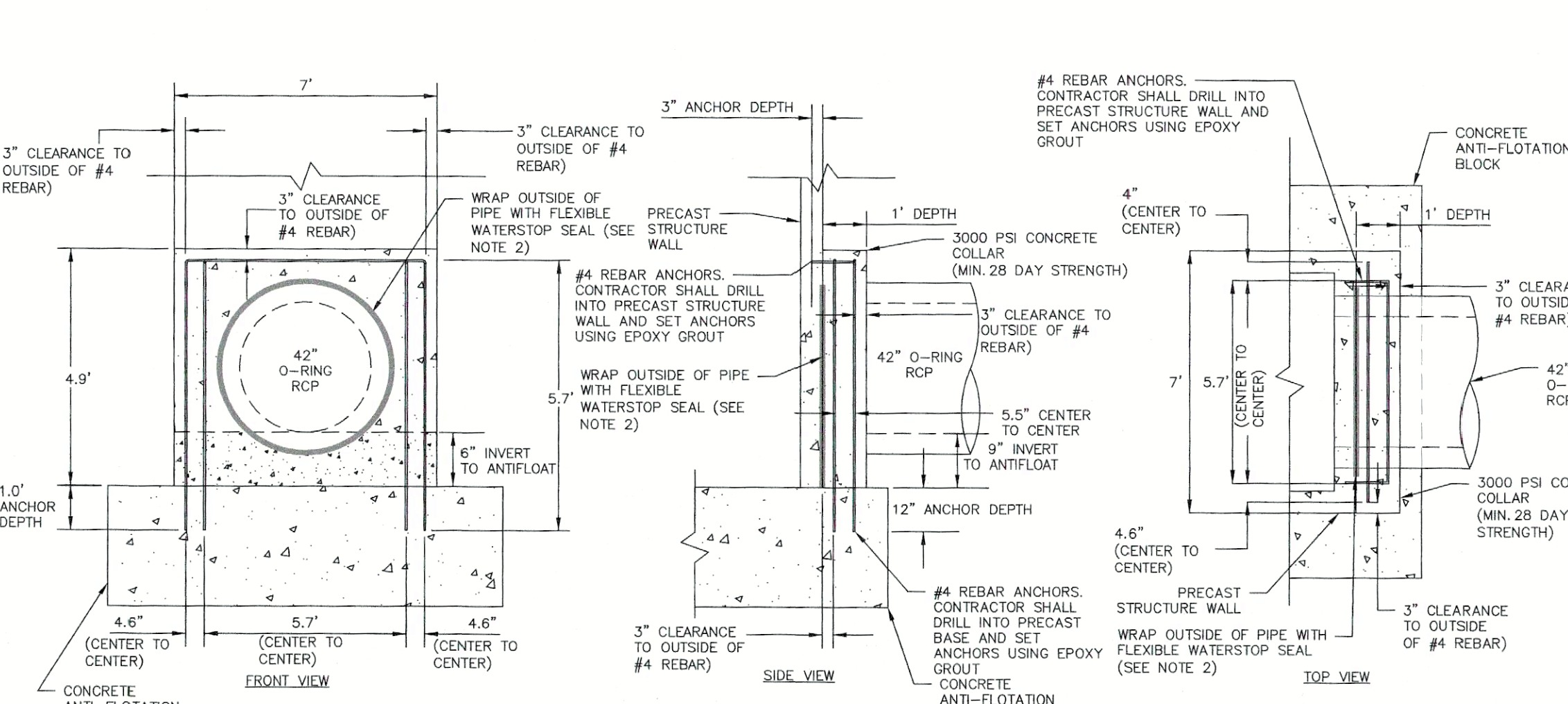
NOTE: RIPRAP TO EXTEND FROM TOE OF FOREBAY TO TOE OF MAIN POOL.



FOREBAY WEIR SPILLWAY CROSS-SECTION
N.T.S.

NOTES:

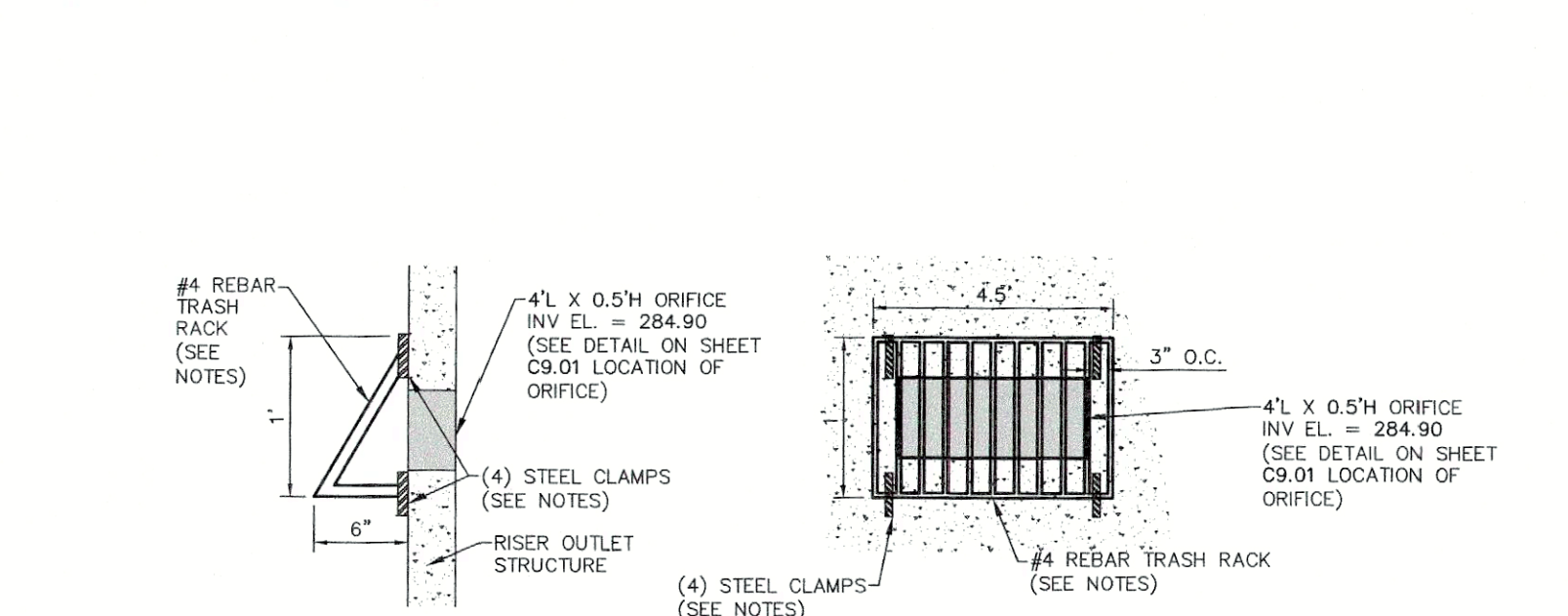
1. ALL REBAR TO BE #4 REBAR.
2. WRAP OUTSIDE OF PIPE WITH VOLCLAY WATERSTOP-RX9 101 (OR PRE-APPROVED EQUIVALENT) AT THE FACE OF THE PRECAST STRUCTURE WALL. PROVIDE 6" OVER LAP ON THE BOTTOM OF THE PIPE.



42" CONCRETE COLLAR DETAIL
N.T.S.

NOTES:

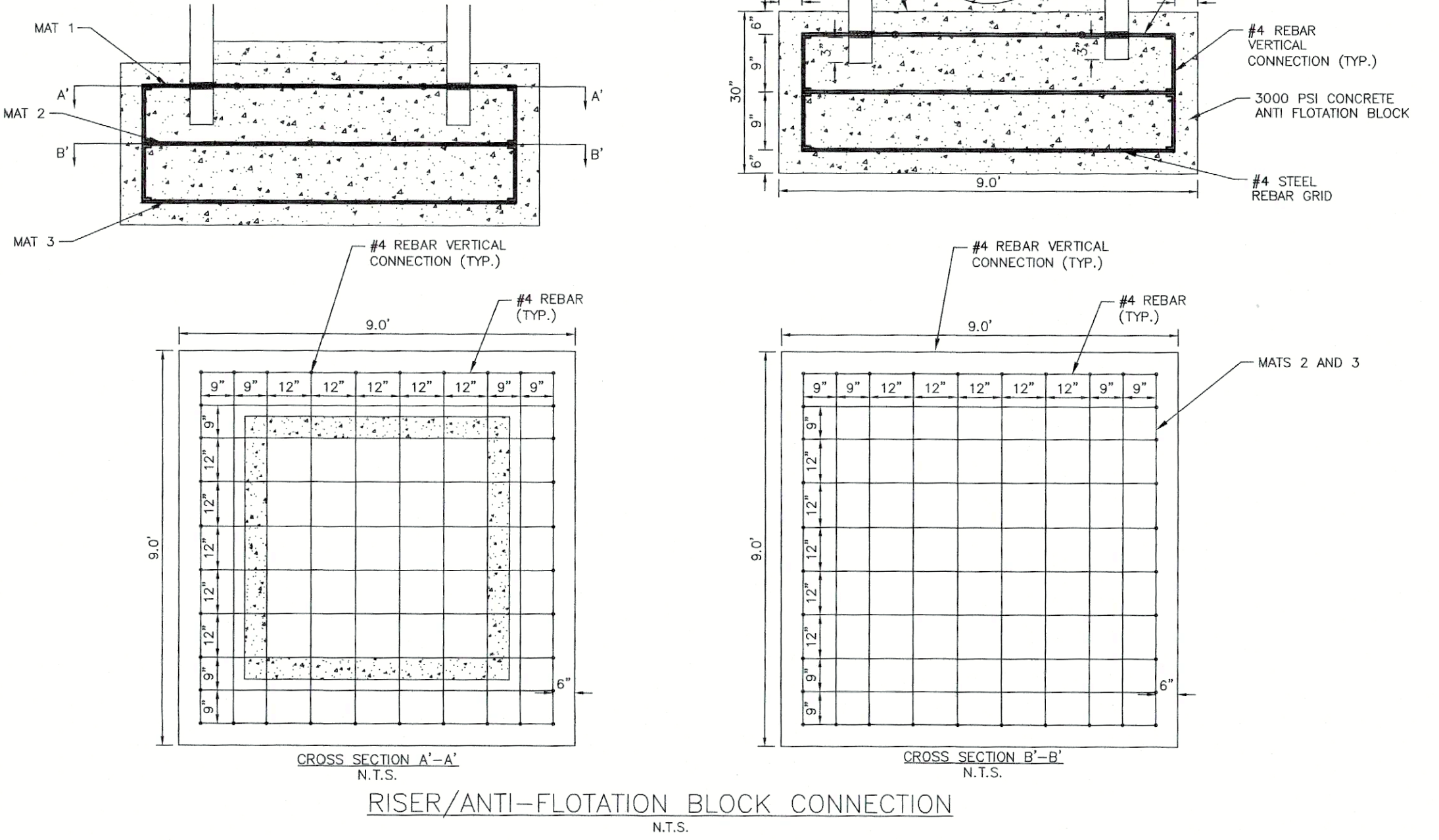
1. ATTACH TRASH RACK WITH (4) HOT DIPPED GALVANIZED STEEL CLAMPS, EACH CLAMP ATTACHED TO WEIR BOX BY (2) 4"x1/4" CONCRETE ANCHOR BOLTS. EACH CLAMP SHALL BE COATED WITH AN EPOXY COATING.
2. ALL REBAR TO BE GALVANIZED #4 REBAR WITH AN EPOXY COATING.
3. BARS TO EXTEND ON BOTTOM OF TRASH RACK.



AREA ORIFICE TRASH RACK DETAIL
N.T.S.

NOTES:

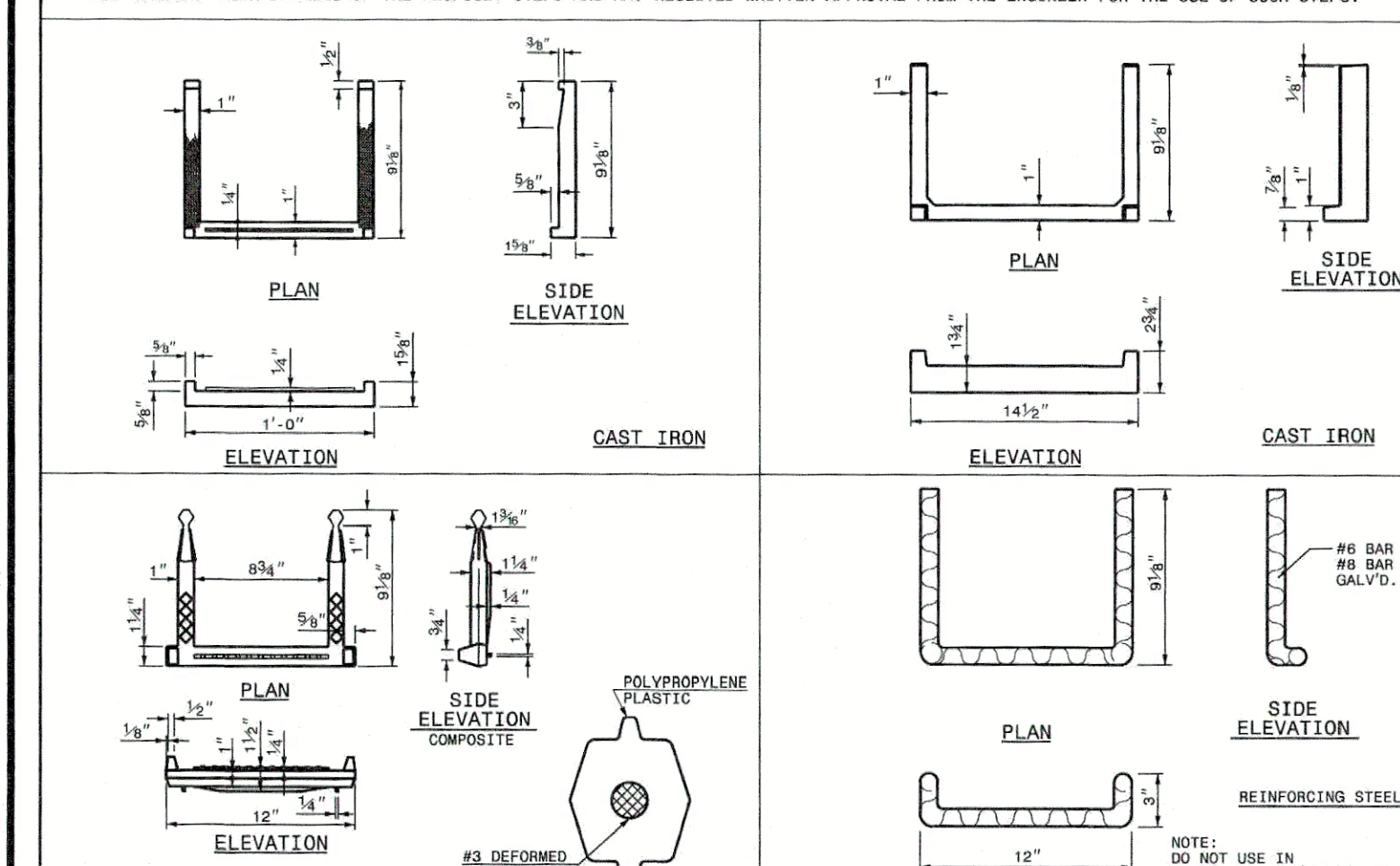
1. ALL REINFORCING STEEL IN RISER ANTI-FLOTATION BLOCK TO BE GRADE 60 #4 BARS FOR HORIZONTAL CROSSING AND GRADE 60 #4 BARS FOR VERTICAL CONNECTIONS.
2. INSIDE OF RISER BOTTOM TO BE FORMED WITH NON-SHRINK GROUT TO INVERT ELEVATION OF BARREL.
3. ALL PIPE PENETRATIONS THROUGH THE CONCRETE RISER STRUCTURE SHALL BE MADE WATERTIGHT.



RISER/ANTI-FLOTATION BLOCK CONNECTION
N.T.S.

INSIDE OF RISER TO BE FORMED WITH NON-SHRINK GROUT TO INVERT ELEVATION OF BARREL.

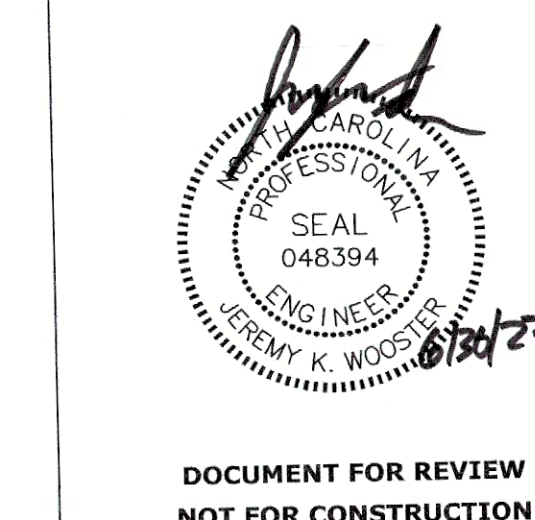
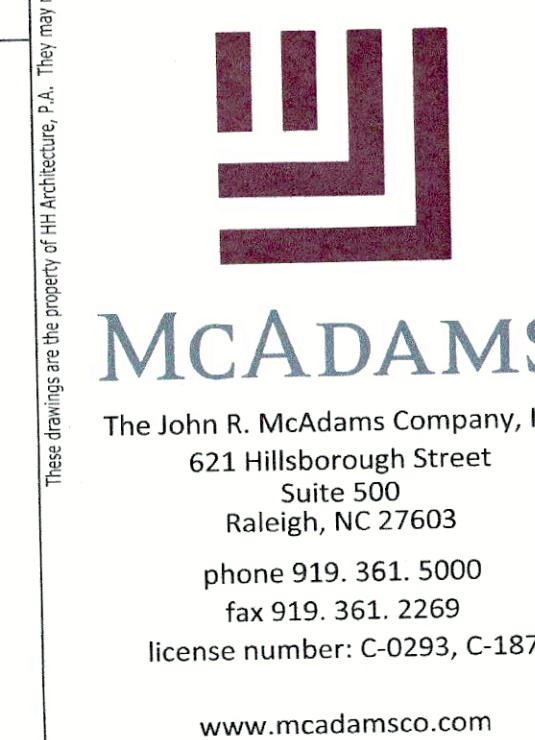
NOTES:
INSTALL ALL STEPS PROTRUDING 4" FROM INSIDE FACE OF STRUCTURE WALL. STEPS DIFFERING IN DIMENSION, CONFIGURATION, OR MATERIAL FROM THOSE SHOWN MAY ALSO BE USED PROVIDED THE CONTRACTOR HAS FURNISHED THE ENGINEER WITH DETAILS OF THE PROPOSED STEPS AND HAS RECEIVED WRITTEN APPROVAL FROM THE ENGINEER FOR THE USE OF SUCH STEPS.



MAINTENANCE ACCESS DETAILS
N.T.S.

NOTES:

- THIS PRECAST ENDWALL MAY BE USED FOR THE FOLLOWING STANDARDS: D&W, 838.11, 838.21, 838.31, 838.41, 838.51, 838.61, 838.71, 838.81, 838.91, 839.01, 839.11, 839.21, 839.31, 839.41, 839.51, 839.61, 839.71, 839.81, 839.91, 840.01, 840.11, 840.21, 840.31, 840.41, 840.51, 840.61, 840.71, 840.81, 840.91, 841.01, 841.11, 841.21, 841.31, 841.41, 841.51, 841.61, 841.71, 841.81, 841.91, 842.01, 842.11, 842.21, 842.31, 842.41, 842.51, 842.61, 842.71, 842.81, 842.91, 843.01, 843.11, 843.21, 843.31, 843.41, 843.51, 843.61, 843.71, 843.81, 843.91, 844.01, 844.11, 844.21, 844.31, 844.41, 844.51, 844.61, 844.71, 844.81, 844.91, 845.01, 845.11, 845.21, 845.31, 845.41, 845.51, 845.61, 845.71, 845.81, 845.91, 846.01, 846.11, 846.21, 846.31, 846.41, 846.51, 846.61, 846.71, 846.81, 846.91, 847.01, 847.11, 847.21, 847.31, 847.41, 847.51, 847.61, 847.71, 847.81, 847.91, 848.01, 848.11, 848.21, 848.31, 848.41, 848.51, 848.61, 848.71, 848.81, 848.91, 849.01, 849.11, 849.21, 849.31, 849.41, 849.51, 849.61, 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DOCUMENT FOR REVIEW
NOT FOR CONSTRUCTION

HOLLY SPRINGS
OPERATIONS
CENTER

DATE ISSUED: 10.21.2022
PROJECT STATUS: **CONSTRUI**

[illegible]

PROJECT NO.	22-004
DRAWING NUMBER	CFD-XXXX- A000
ELECTRONIC FILE NAME:	DKE2
DRAWN BY:	ABT 05.11.20
CHK'D BY:	JKW 05.11.20
E-MAIL:	WOOSTER@MCADAMS

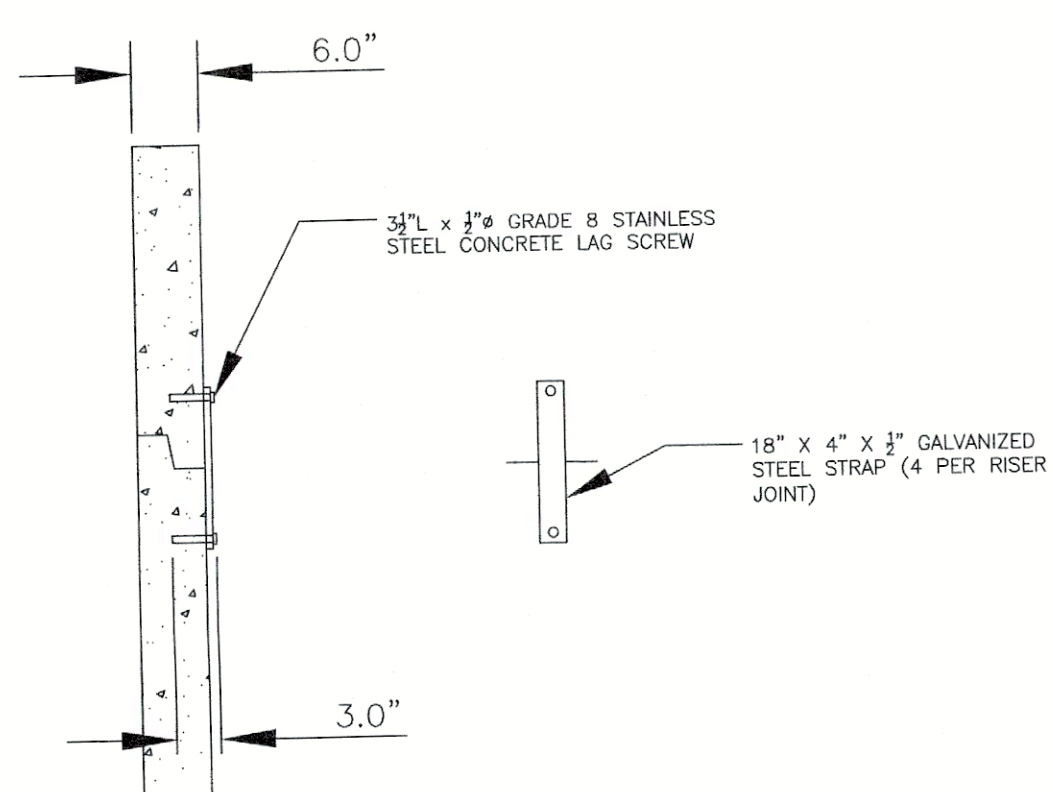
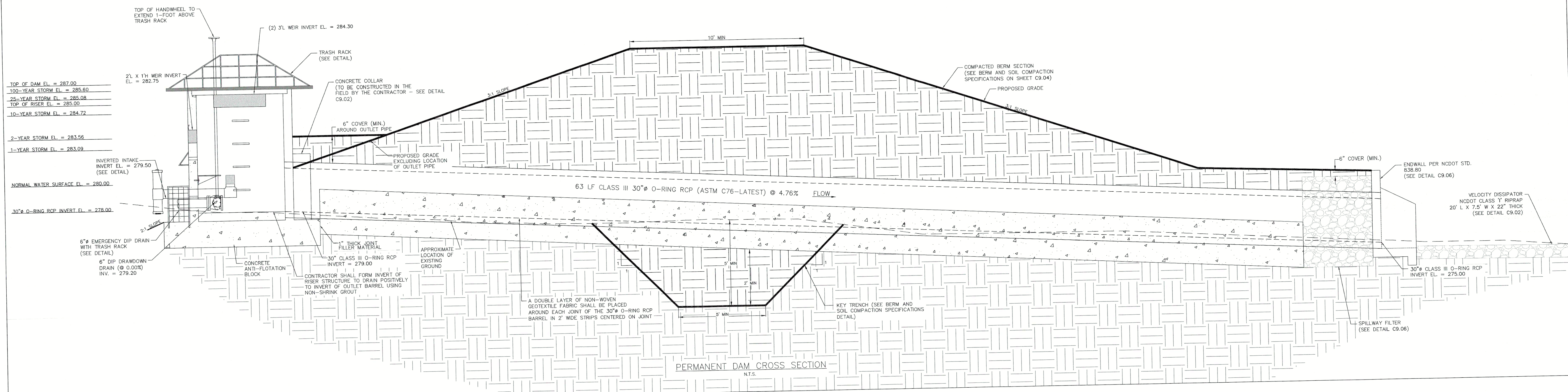
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SHEET TITLE

STORMWATER CONTROL MEASURE B DETAILS

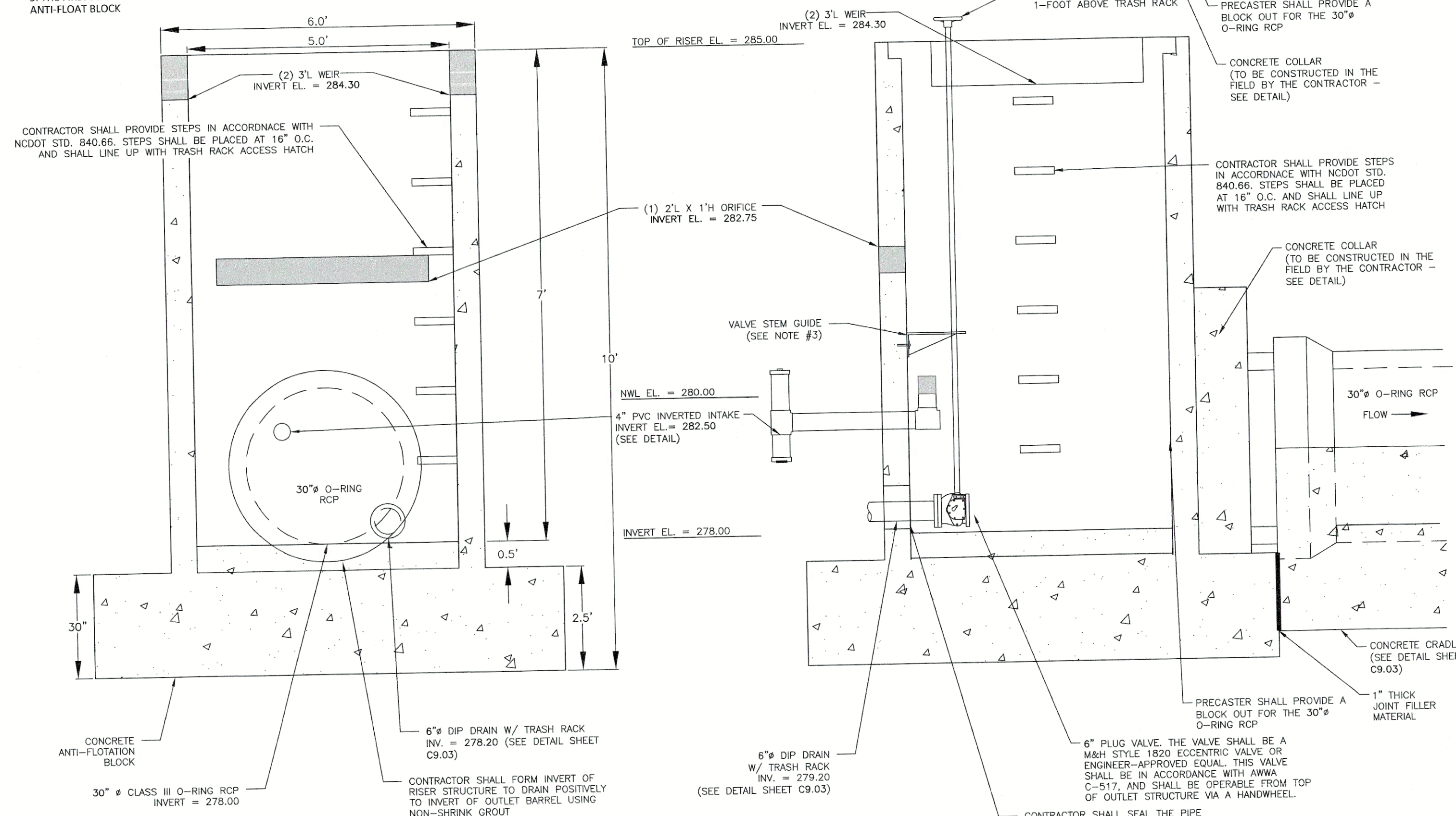
SHEET NO.

C9.05



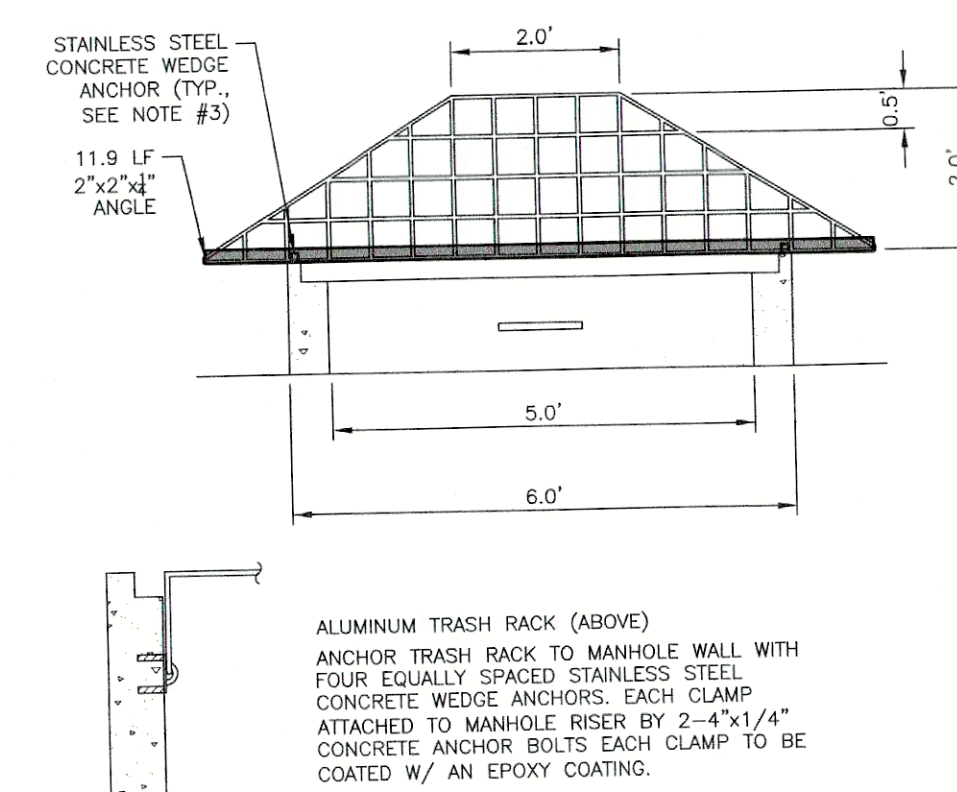
RISER JOINT CONNECTION DETAIL
N.T.S.

- NOTES:**
1. CONCRETE ANTI-FLOTATION BLOCK TO BE PROVIDED WITH MINIMUM TEMPERATURE AND SHRINKAGE STEEL REINFORCEMENT.
 2. TRASH RACKS NOT SHOWN FOR CLARITY.
 3. THE NUMBER OF GUIDES FOR THE VALVE STEM SHALL BE DETERMINED IN THE FIELD BY THE CONTRACTOR. THE VALVE STEM MUST BE OPERABLE FROM THE TOP OF THE RISER VIA THE HANDWHEEL WITH AN INSIGNIFICANT AMOUNT OF PLAY IN THE VALVE STEM.
 4. CONTRACTOR SHALL PROVIDE A JOINT IN THE OUTLET BARREL NO MORE THAN 5-FT FROM THE RISER.
 5. THE FIRST JOINT OF THE PIPE SHALL LINE UP WITH THE JOINT BETWEEN THE CONCRETE CRADLE AND ANTI-FLOAT BLOCK

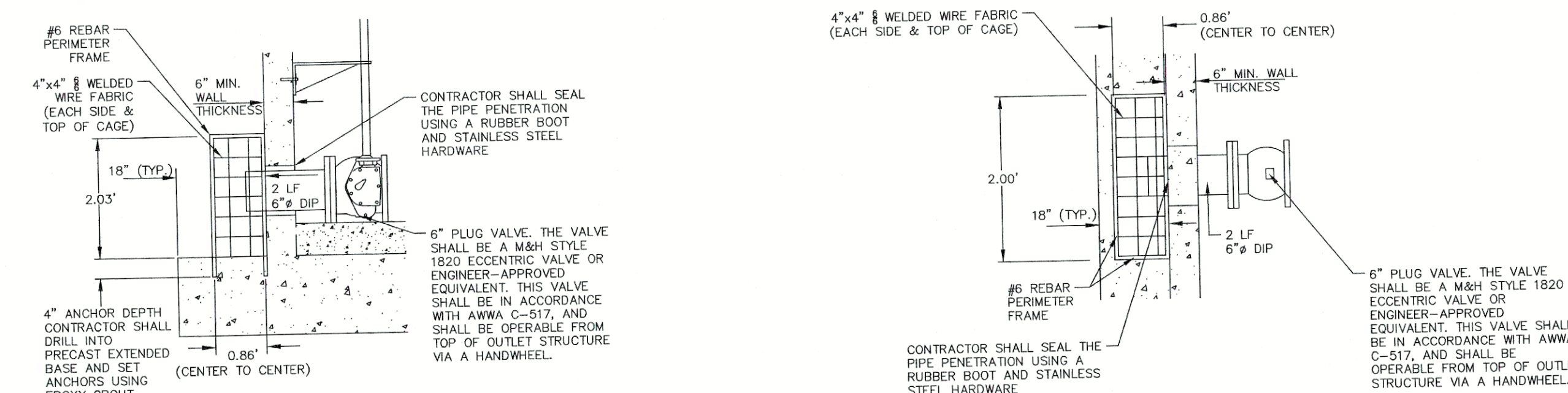
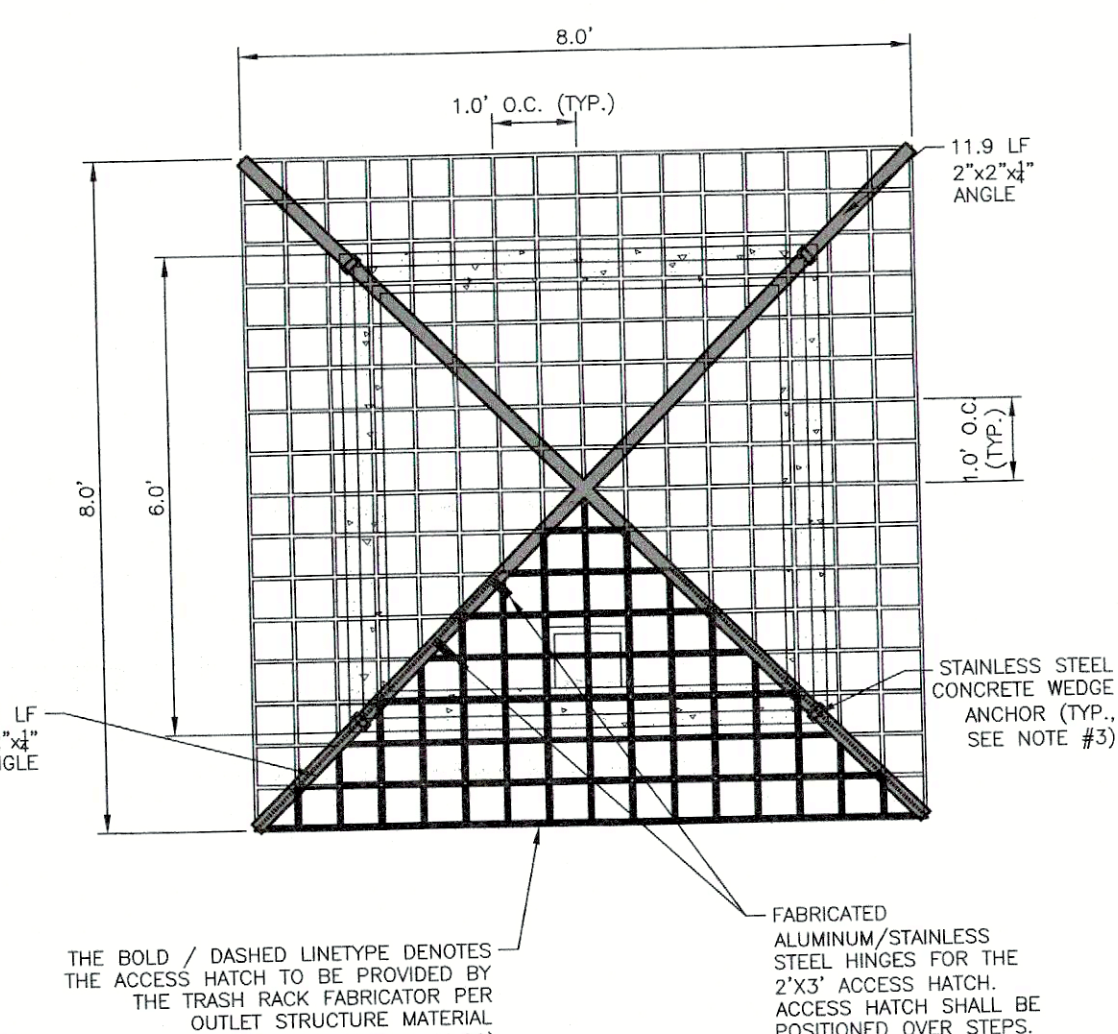


PERMANENT OUTLET STRUCTURE DETAILS
N.T.S.

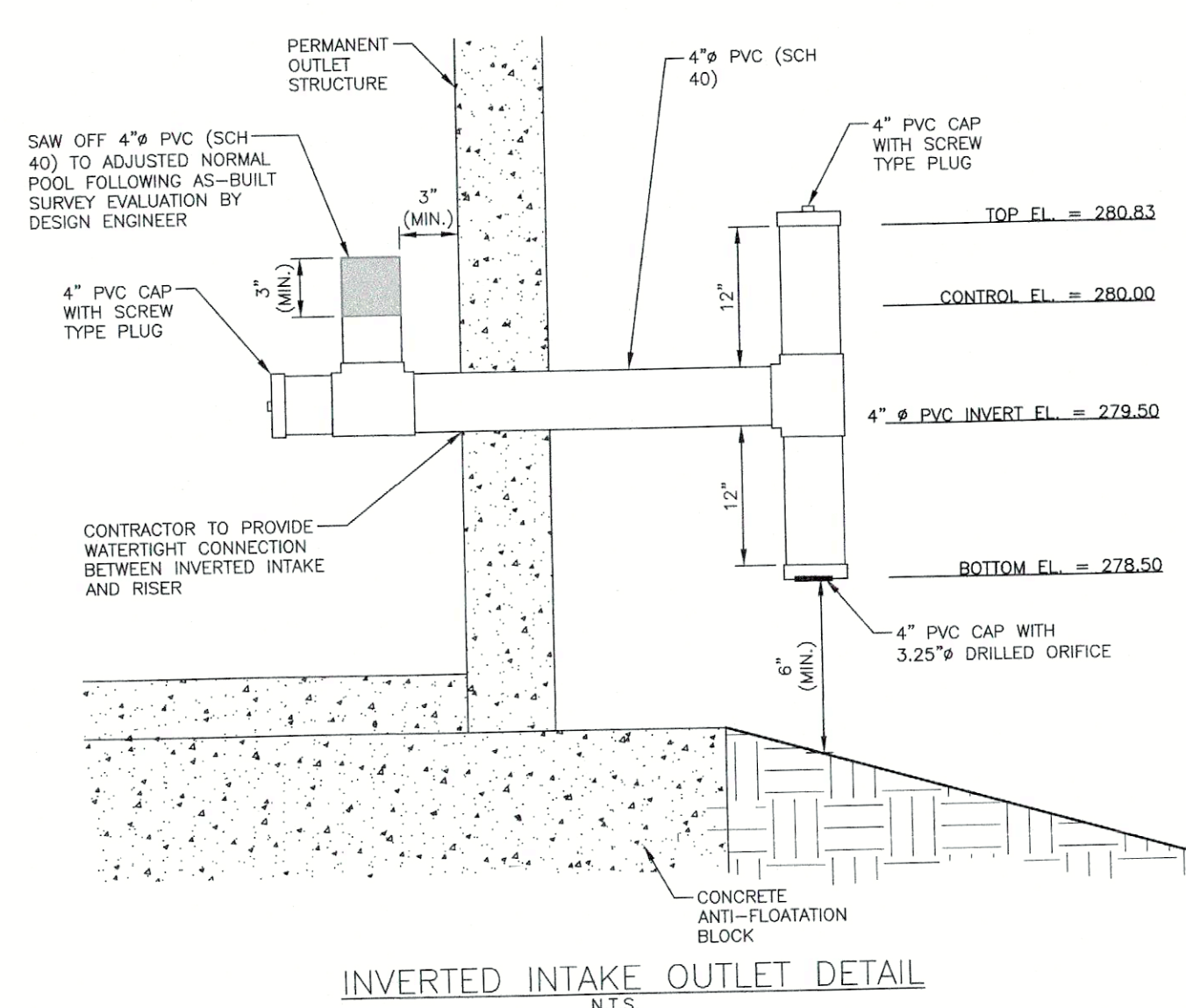
- NOTES:**
1. ALL MATERIAL TO BE A MINIMUM OF $\frac{3}{8}$ " ALUMINUM ROD.
 2. MAXIMUM OPENING SHALL BE NO GREATER THAN 5.5".
 3. FASTEN TO CONCRETE STRUCTURE WITH $\frac{3}{8}$ " X 3" STAINLESS STEEL CONCRETE WEDGE ANCHORS AT 24" MAXIMUM SPACING. A MINIMUM OF 4 ANCHORS SHALL BE USED.
 4. CONTRACTOR TO SUBMIT SHOP DRAWINGS FOR APPROVAL FOR ALUMINUM TRASH RACK PRIOR TO CONSTRUCTION/FABRICATION.
 5. ACCESS HATCH SHALL ALIGN WITH STEPS IN RISER.



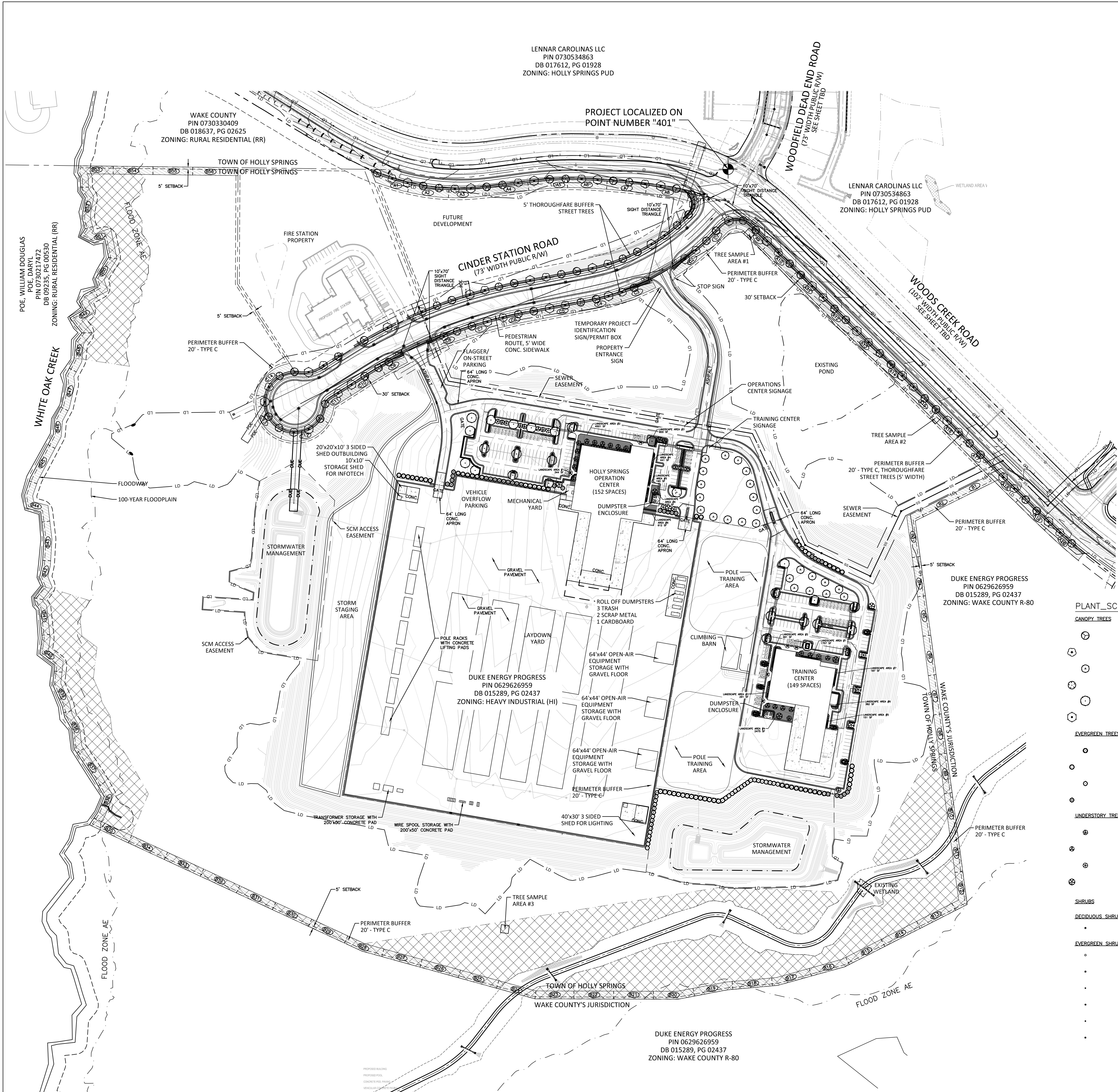
5'X5' RISER TRASH RACK DETAIL



6"Ø EMERGENCY DIP DRAIN TRASH RACK DETAILS



INVERTED INTAKE OUTLET DETAIL



LANDSCAPE CALCULATIONS

STREET TREES
SEC 5.3.5

THOROUGHFARES

WOODS CREEK ROAD	1976 LF
UPPERSTORY TREES, 40' O.C.	
REQUIRED:	49 (1976/40 LF)
PROVIDED:	46

CINDER STATION ROAD 1257 LF

UPPERSTORY TREES, 40' O.C.	
REQUIRED:	32 (1257/40 LF)
PROVIDED:	59 (BOTH SIDES)

PERIMETER BUFFER
SEC 5.3.1

BUFFER LOCATION	5860 LF
DECIDUOUS TREES	
REQUIRED:	293 (5/100 LF)
PROVIDED:	SUPPLEMENT AS NEEDED*

SHRUBS

REQUIRED:	1,172 (20/100 LF)
PROVIDED:	SUPPLEMENT AS NEEDED*

TREE SAMPLE AREAS

THREE SAMPLE AREAS WERE CONDUCTED ON SITE AND ARE SHOWN ON THE PLANS. EACH SAMPLE AREA IS INDICATIVE OF THE NEAREST SURROUNDING EXISTING TREE COVER. REFER TO SHEET L1.04 FOR DETAIL ON SUPPLEMENTAL PLANTING SHOULD THE 100-FOOT INCREMENT OF EXISTING VEGETATION NOT SATISFY UDOC SEC. 5.3.1 PERIMETER BUFFER REQUIREMENTS.

*TO BE VERIFIED IN FIELD, CONDITION OF PRESERVED VEGETATION. SEE DETAIL ON SHEET L1.04. PERIMETER BUFFER 100-FT LINEAR SEGMENTS LABELED A#B, B#B, AND C#B FOR REFERENCE.

VEHICLE PARKING AREA SCREENING
SEC 5.3.7

A COMPACT ROW OF SHRUBS PLANTED 3 FEET ON CENTER AND A MINIMUM OF 24 INCHES IN HEIGHT AT TIME OF PLANTING.

A COMPACT ROW OF SHRUBS PROVIDED WHERE VEHICLE PARKING AREA IS VISIBLE FROM PUBLIC RIGHT-OF-WAY

INTERIOR VEHICLE PARKING AREA
SEC 5.3.2

ALL VEHICLE PARKING AREAS SHALL INCLUDE AT LEAST ONE INTERIOR LANDSCAPE ISLAND FOR 10 PARKING SPACES. EACH ISLAND SHALL CONTAIN 1 LARGE OR SMALL DECIDUOUS TREE PLUS 4 SHRUBS/SHRUB PLANTS.

PROVIDED: 30 LANDSCAPE ISLANDS
32 TREES (18 SMALL DECIDUOUS, 14 LARGE DECIDUOUS), 407 SHRUBS

FOUNDATION LANDSCAPING
SEC 5.3.4

FOUNDATION LANDSCAPING TO BE PROVIDED ALONG ANY FACADE FACING A STREET OR PARKING AREA, AS WELL AS 25% OF THE ADJACENT FACADE.

ONE OVERSTORY, DECIDUOUS OR EVERGREEN, TREE FOR EVERY 5,000 SF OF LANDSCAPE AREA OUTSIDE THE STRUCTURE, PARKING AREA, OR LOADING AREA, OR ONE SMALL TREE, DECIDUOUS OR EVERGREEN, FOR EVERY 3,000 SF OUTSIDE THE STRUCTURE, PARKING AREA, OR LOADING AREA, OR A PROPORTIONAL COMBINATION.*

AT LEAST ONE LARGE SHRUB, 1.5 MEDIUM SHRUBS, OR 2 SMALL SHRUBS FOR EVERY 1,000 SF OF LANDSCAPED AREA OUTSIDE THE BUILDING, PARKING AREA, OR LOADING AREA, OR A PROPORTIONAL COMBINATION.*

OPERATIONS CENTER 7,525 SF PLANTING AREA

REQUIRED: 1 OVERSTORY TREE (7,525 SF/5,000 = 1.50)
OR 2 SMALL TREES (7,525 SF/3,000 = 2.51)
OR 1 LARGE AND 1 SMALL TREE (PROPORTIONAL COMBINATION*)
5 LARGE SHRUBS (7,525 SF/1,000 = 7.52)
OR 7 MEDIUM SHRUBS (7,525 SF/1,000 x 1.5 = 11.28)
OR 10 SMALL SHRUBS (7,525 SF/1,000 x 2 = 15.04)
OR A PROPORTIONAL COMBINATION.*

PROVIDED: 13 TREES
1 LARGE DECIDUOUS TREES
10 SMALL DECIDUOUS TREES
3 EVERGREEN TREES
124 SHRUBS
87 EVERGREEN SHRUBS
37 DECIDUOUS SHRUBS

TRAINING CENTER 5,734 SF PLANTING AREA

REQUIRED: 1 OVERSTORY TREE (5,734 SF/5,000 = 1.15)
OR 2 SMALL TREES (5,734 SF/3,000 = 1.91)
OR A PROPORTIONAL COMBINATION*
5 LARGE SHRUBS (5,734 SF/1,000 = 5.73)
OR 8 MEDIUM SHRUBS (5,734 SF/1,000 x 1.5 = 8.59)
OR 11 SMALL SHRUBS (5,734 SF/1,000 x 2 = 11.46)

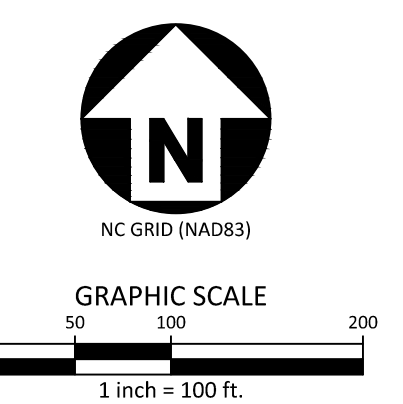
PROVIDED: 18 TREES
2 LARGE DECIDUOUS TREES
16 SMALL DECIDUOUS TREES
102 SHRUBS
78 EVERGREEN SHRUBS
24 DECIDUOUS SHRUBS

LANDSCAPE LEGEND

[Pattern]	5' THOROUGHFARE BUFFER
[Pattern]	20' TYPE C PERIMETER BUFFER
[Pattern]	FOUNDATION LANDSCAPE AREA
[Pattern]	SIGHT DISTANCE TRIANGLE
[Pattern]	TREE PRESERVATION 9.01 AC
[Pattern]	TYPE C BUFFER 100-FT SEGMENT

PLANT_SCHEDULE_TOTAL

CANOPY TREES	CODE	QTY	%	COMMON NAME	BOTANICAL NAME	CAL	
⑦	ABT	28	18%	Trident Maple	Acer buergerianum	2.5" min	
⑤	AFA	26	16%	Freeman Maple	Acer freemanii 'Armstrong'	2.5" min	
③	BND	24	15%	Duraheat River Birch	Betula nigra 'Duraheat'	2.5" min	
②	CA	28	18%	American Hornbeam	Carpinus caroliniana	2.5" min	
①	QNN	26	16%	Nuttall Oak	Quercus nuttallii	2.5" min	
①	ZSG	27	17%	Sawleaf Zelkova	Zelkova serrata 'Green Vase'	2.5" min	
EVERGREEN TREES	CODE	QTY	%	COMMON NAME	BOTANICAL NAME	CAL	HEIGHT
③	CJJ	31	25%	Japanese Cedar	Cryptomeria japonica	—	8'
②	JVE	31	25%	Eastern Red Cedar	Juniperus virginiana	—	8'
②	TSP	31	25%	Green Giant Arborvitae	Thuja standishii x plicata 'Green Giant'	—	8'
②	CLL	31	25%	Leylandi Cypress	x Cupressocyparis leylandii	—	8'
UNDERSTORY TREES	CODE	QTY	%	COMMON NAME	BOTANICAL NAME	CAL	HEIGHT
③	CCP	13	25%	Forest Pansy Redbud	Cercis canadensis 'Forest Pansy' TM	—	8'
③	CFC	13	25%	Cherokee Princess Dogwood	Cornus florida 'Cherokee Princess'	—	8'
③	LNW	13	25%	White Crape Myrtle Multi-Trunk	Lagerstroemia x 'Natchez'	—	8'
③	POO	13	25%	Okame Cherry	Prunus x okame	—	8'
SHRUBS	CODE	QTY	%	COMMON NAME	BOTANICAL NAME	HEIGHT	SPACING
•	CAMB	64	9%	American Beautyberry	Callicarpa americana	24"	
EVERGREEN SHRUBS	CODE	QTY	%	COMMON NAME	BOTANICAL NAME	HEIGHT	SPACING
•	CJCA	42	6%	Camellia	Camellia japonica	24"	
•	ICBB	78	10%	Burford Chinese Holly	Ilex cornuta 'Burfordii'	24"	
•	ICCC	148	20%	Carissa Holly	Ilex cornuta 'Carissa'	24"	
•	ICRD	163	22%	Dwarf Chinese Holly	Ilex cornuta 'Rotunda'	24"	
•	IVND	151	20%	Dwarf Yaupon	Ilex vomitoria 'Nana'	24"	
•	RISW	99	13%	Snow White Indian Hawthorn	Rhaphiolepis indica 'Snow White'	24"	

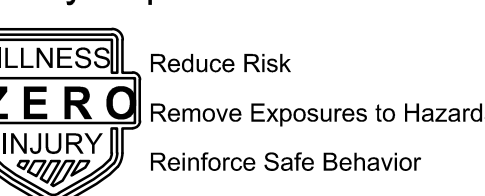


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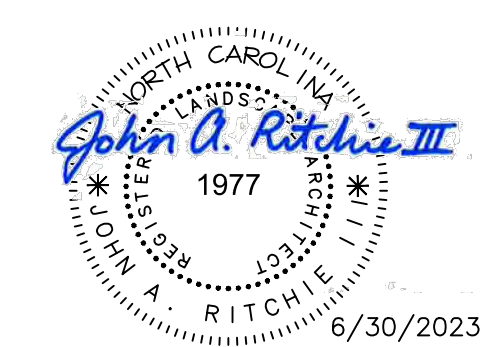
Safety Expectations:



1100 Dresser Court
Raleigh, NC 27609
Office 919.828.2301
Email office@hh-arch.com



The John R. McAdams Company, Inc.
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license number: C-0293, C-187
www.mcadamsc.com



HOLLY SPRINGS
OPERATIONS
CENTER

WOODFIELD DEAD END ROAD
.DWG

DATE ISSUED: 2-03-2023
PROJECT STATUS: DEVELOPMENT

DATE	BY	DESCRIPTION
2/3/2023	JAR	REVISION OF CLEANING ACTIVITIES
2/3/2023	JAR	SANITARY OUTFALL REVISION

PROJECT NO. 22-008

DRAWING NUMBER
CFD-XXXX- A000 XXXXX

ELECTRONIC FILE NAME: CL0110.DWG

DRAWN BY: SMP 08-26-2022

CHK'D BY: KAS 08-26-2022

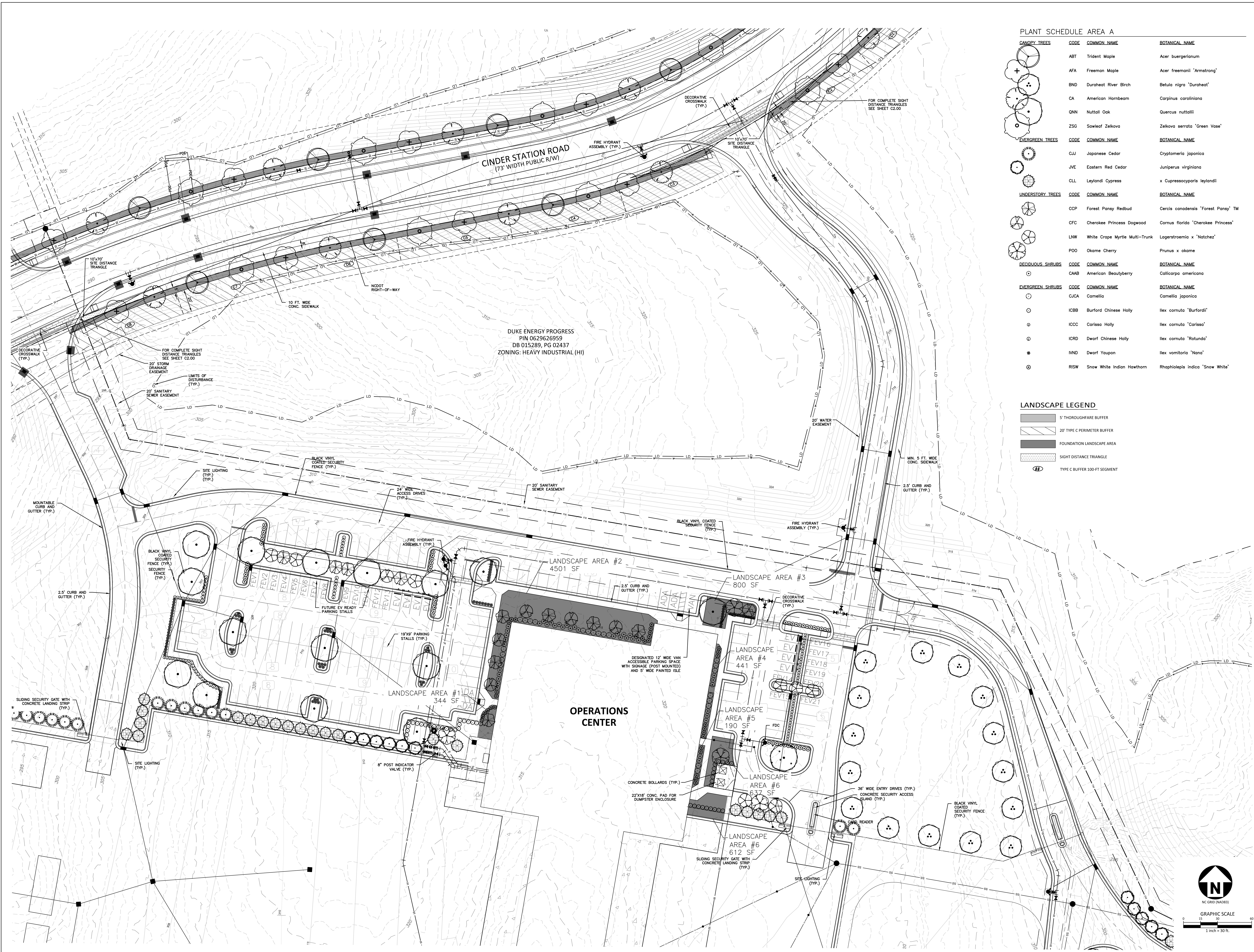
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SHEET TITLE
OVERALL
LANDSCAPE PLAN

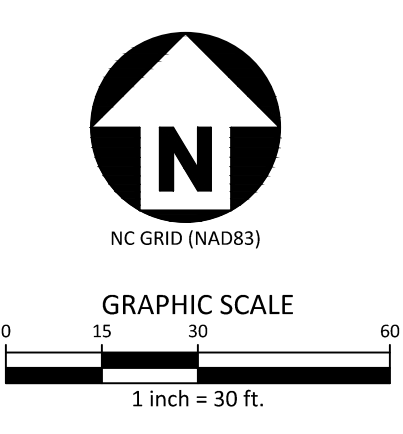
SHEET NO.

L1.00



PLANT SCHEDULE AREA A			
CANOPY TREES	CODE	COMMON NAME	BOTANICAL NAME
ABT	ABT	Trident Maple	Acer buergerianum
AFA	AFA	Freeman Maple	Acer freemanii 'Armstrong'
BND	BND	Duraheat River Birch	Betula nigra 'Duraheat'
CA	CA	American Hornbeam	Carpinus caroliniana
QNN	QNN	Nuttall Oak	Quercus nuttallii
ZSG	ZSG	Sawleaf Zelkova	Zelkova serrata 'Green Vase'
EVERGREEN TREES	CODE	COMMON NAME	BOTANICAL NAME
CJL	CJL	Japanese Cedar	Cryptomeria japonica
JVE	JVE	Eastern Red Cedar	Juniperus virginiana
CLL	CLL	Leylandi Cypress	x Cupressocyparis leylandii
UNDERSTORY TREES	CODE	COMMON NAME	BOTANICAL NAME
CCP	CCP	Forest Pansy Redbud	Cercis canadensis 'Forest Pansy' TM
CFC	CFC	Cherokee Princess Dogwood	Cornus florida 'Cherokee Princess'
LNW	LNW	White Crape Myrtle Multi-Trunk	Lagerstroemia x 'Natchez'
POO	POO	Okame Cherry	Prunus x okame
DECIDUOUS SHRUBS	CODE	COMMON NAME	BOTANICAL NAME
CAAB	CAAB	American Beautyberry	Callicarpa americana
CJCA	CJCA	Camellia	Camellia japonica
EVERGREEN SHRUBS	CODE	COMMON NAME	BOTANICAL NAME
ICBB	ICBB	Burford Chinese Holly	Ilex cornuta 'Burfordii'
ICCC	ICCC	Carissa Holly	Ilex cornuta 'Carissa'
ICRD	ICRD	Dwarf Chinese Holly	Ilex cornuta 'Rotunda'
IVND	IVND	Dwarf Yaupon	Ilex vomitoria 'Nana'
RISW	RISW	Snow White Indian Hawthorn	Rhaphiolepis indica 'Snow White'

LANDSCAPE LEGEND	
[Pattern]	5' THOROUGHFARE BUFFER
[Pattern]	20' TYPE C PERIMETER BUFFER
[Pattern]	FOUNDATION LANDSCAPE AREA
[Pattern]	SIGHT DISTANCE TRIANGLE
[Symbol]	TYPE C BUFFER 100-FT SEGMENT



DRAWING NUMBER
CFD-XXXXX A000 -XXXXX

DUKE ENERGY

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P.O. BOX 1007
CHARLOTTE, NC

Safety Expectations:
Reduce Risk
Remove Exposures to Hazards
Reinforce Safe Behavior

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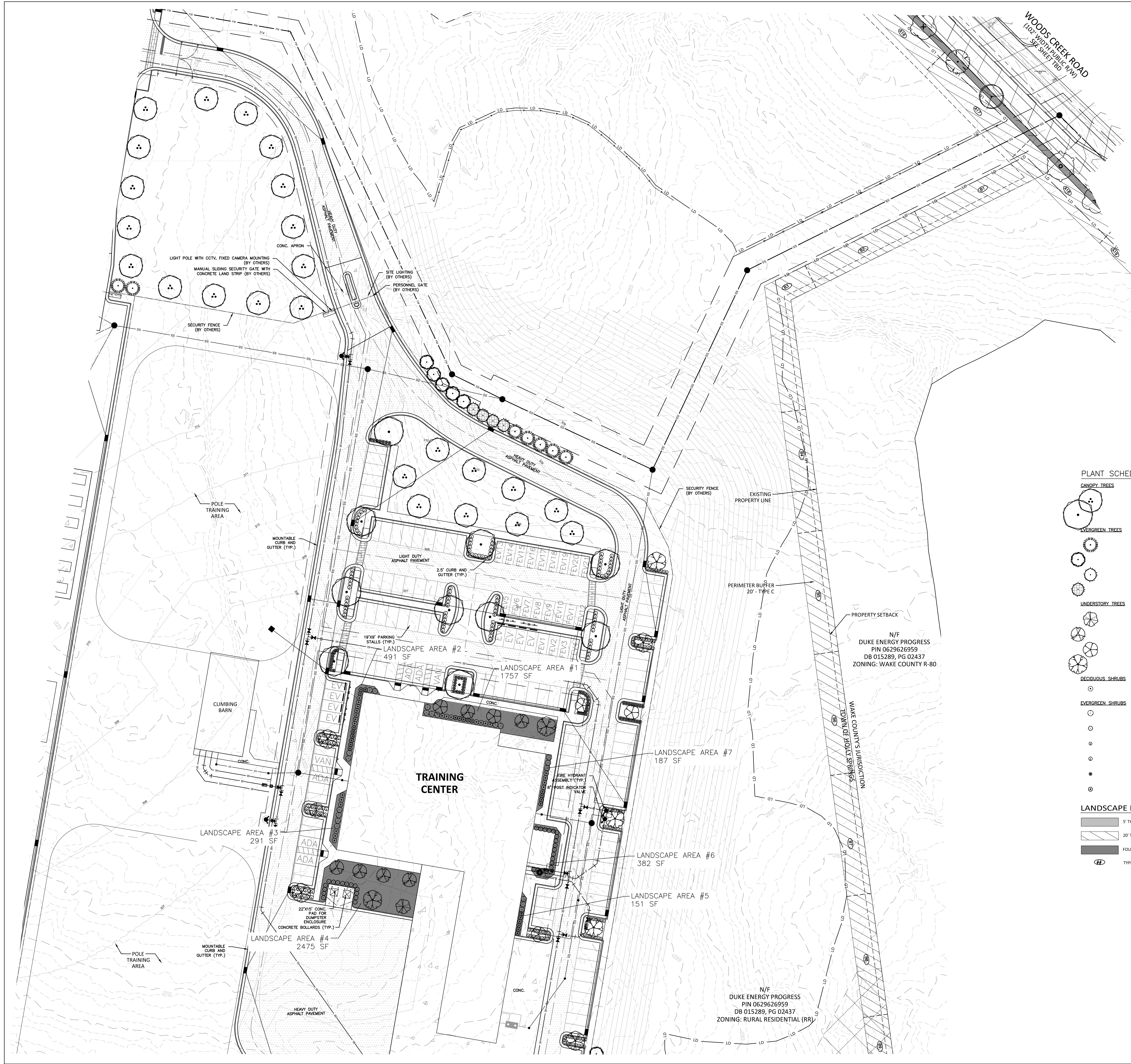
HOLLY SPRINGS
OPERATIONS
CENTER
WOODFIELD DEAD END ROAD
.DWG
DATE ISSUED: 2-03-2023
PROJECT STATUS: DEVELOPMENT

MARK	DATE	BY	DESCRIPTION
1	4/20/23	SMP	REDUCTION OF CLEARING ACTIVITIES
2	6/30/23	SMP	SANITARY OUTFALL REVISION

PROJECT NO. 22-008
DRAWING NUMBER
CFD-XXXX- A000 XXXXX
ELECTRONIC FILE NAME:
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SHEET TITLE
LANDSCAPE PLAN "A"
SHEET NO.

L1.01

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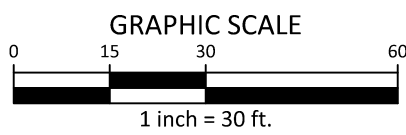
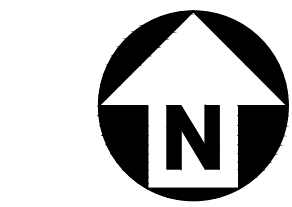


PLANT SCHEDULE AREA B

CANOPY TREES	CODE	COMMON NAME	BOTANICAL NAME
	BND	Duraheat River Birch	Betula nigra 'Duraheat'
	QNN	Nuttall Oak	Quercus nuttallii
EVERGREEN TREES	CODE	COMMON NAME	BOTANICAL NAME
	CJW	Japanese Cedar	Cryptomeria japonica
	JVE	Eastern Red Cedar	Juniperus virginiana
	TSP	Green Giant Arborvitae	Thuja standishii x plicata 'Green Giant'
	CLL	Leylandi Cypress	x Cupressocyparis leylandii
UNDERSTORY TREES	CODE	COMMON NAME	BOTANICAL NAME
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	ICRD	Dwarf Chinese Holly	Ilex cornuta 'Rotunda'
	IVND	Dwarf Yaupon	Ilex vomitoria 'Nana'
	RISW	Snow White Indian Hawthorn	Rhaphiolepis indica 'Snow White'

LANDSCAPE LEGEND

- 5' THOROUGHFARE BUFFER
- 20' TYPE C PERIMETER BUFFER
- FOUNDATION LANDSCAPE AREA
- TYPE C BUFFER 100-FT SEGMENT

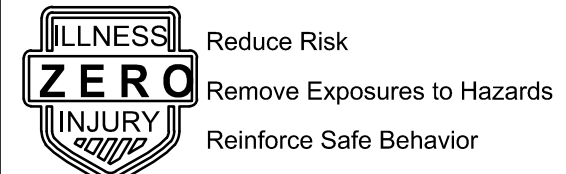


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HOLLY SPRINGS
OPERATIONS
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WOODFIELD DEAD END ROAD
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DATE	BY	REVISION
2/3/2023	SMP	REDUCTION OF CLEARING ACTIVITIES
2/3/2023	SMP	SANITARY OUTFALL REVISION

PROJECT NO. 22-008
DRAWING NUMBER CFD-XXXX- A000 XXXXX
ELECTRONIC FILE NAME:
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CHK'D BY: KAS 08-26-2022
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SHEET TITLE
LANDSCAPE PLAN "B"
SHEET NO.

L1.02

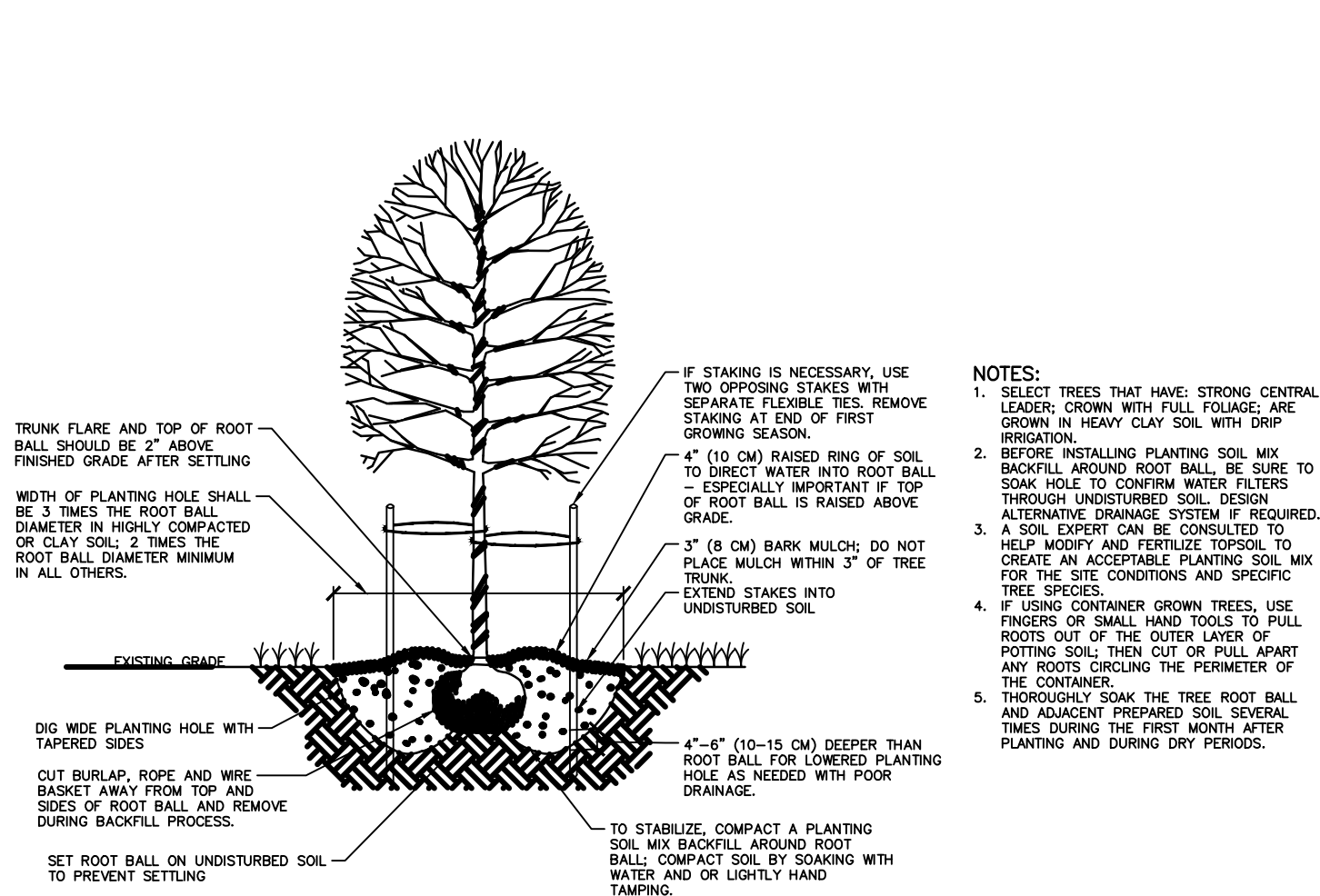
MARK	DATE	BY	DESCRIPTION	REVISION
1	4/07/23	SNP	REDUCTION OF CLEARING ACTIVITIES	
2	6/30/23	SNP	SANITARY OUTLET REVISION	

GENERAL LANDSCAPE NOTES:

1. ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE TOWN OF HOLLY SPRINGS AND THE STATE OF NORTH CAROLINA STANDARDS AND SPECIFICATIONS.
2. CONTRACTOR IS RESPONSIBLE FOR THE SITE INSPECTION BEFORE LANDSCAPE CONSTRUCTION AND INSTALLATION IN ORDER TO BECOME FAMILIAR WITH THE EXISTING CONDITIONS.
3. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES BEFORE BEGINNING DEMOLITION OR INSTALLATION.
4. CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES BETWEEN THE NOTES, SPECIFICATIONS, DRAWINGS OR SITE CONDITIONS FOR RESOLUTION PRIOR TO INSTALLATION.
5. ANY DAMAGE TO UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
6. THIS PLAN IS FOR PLANTING PURPOSES ONLY. FOR INFORMATION REGARDING BUILDINGS, GRADING, WALLS, ETC., REFER TO ARCHITECTURE, SITE AND GRADING PLANS.
7. VERIFICATION OF TOTAL PLANT QUANTITIES AS SHOWN IN THE PLANT SCHEDULE SHALL BE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT.
8. CONTRACTOR TO ENSURE PROPER STABILIZATION AND SEEDING OF THE SITE IN ACCORDANCE WITH APPLICABLE REGULATIONS.
9. LANDSCAPE MATERIAL SHALL BE WELL FORMED, VIGOROUS, GROWING SPECIMENS WITH GROWTH TYPICAL OF VARIETIES SPECIFIED AND SHALL BE FREE FROM DAMAGE, INSECTS AND DISEASES. MATERIAL SHALL EQUAL OR SURPASS #1 QUALITY AS DEFINED IN THE CURRENT ISSUE OF "AMERICAN STANDARD FOR NURSERY STOCK" AS PUBLISHED BY THE AMERICAN NURSERY & LANDSCAPE ASSOCIATION.
10. ALL PLANT MATERIAL IS TO BE CAREFULLY HANDLED BY THE ROOT BALL, NOT THE TRUNK, BRANCHES AND/OR FOLIAGE OF THE PLANT. MISHANDLED PLANT MATERIAL MAY BE REJECTED BY THE LANDSCAPE ARCHITECT.
11. ALL PLANT MATERIAL IS TO BE WELL ROOTED, NOT ROOT BOUND, SUCH THAT THE ROOT BALL REMAINS INTACT THROUGHOUT THE PLANTING PROCESS. DEFICIENT PLANT MATERIAL MAY BE REJECTED BY THE LANDSCAPE ARCHITECT OR OWNER.
12. ALL PLANTS TO BE A MINIMUM OF WHAT IS SPECIFIED IN THE PLANT SCHEDULE. ANY CHANGES OR SUBSTITUTIONS SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT AND GOVERNING JURISDICTION PRIOR TO ANY HOLE BEING DUG.
13. CONTRACTOR TO COORDINATE WITH OWNER'S REPRESENTATIVE AND LANDSCAPE ARCHITECT TO ESTABLISH THE EXTENTS OF MULCH/SEED/SOD IF NOT SPECIFICALLY SHOWN ON PLANS.
14. CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE IN ALL PLANTING AREAS.
15. PROPOSED TREES TO BE PLANTED A MINIMUM 10 FEET FROM ANY LIGHT POLE AS MEASURED FROM TRUNK OF THE TREE TO THE POLE.
16. PROPOSED TREES TO BE PLANTED A MINIMUM 5 FEET FROM ANY FIRE HYDRANT AS MEASURED FROM TRUNK OF THE TREE TO THE HYDRANT.
17. CONTRACTOR SHALL COMPLETE SOIL TEST IN ALL PLANTING AREAS TO DETERMINE SOIL AMENDMENT REQUIREMENTS UNLESS WAIVED BY OWNER'S REPRESENTATIVE. CONTRACTOR SHALL ADJUST PH AND FERTILITY BASED UPON THE SOIL TEST RESULTS.
18. TOPSOIL SHALL BE FREE OF MATERIAL LARGER THAN 1.0 INCH IN DIAMETER OR LENGTH AND SHALL NOT CONTAIN SLAG, CINDERS, STONES, LUMPS OF SOIL, STICKS, ROOTS, TRASH, OR OTHER EXTRANEOUS MATERIAL.
19. LOOSEN SUBGRADE / SURFACE SOIL TO A MINIMUM DEPTH OF 6 INCHES. APPLY SOIL AMENDMENTS AND FERTILIZERS AS REQUIRED BY THE SOIL TEST RESULTS TO ACHIEVE A HEALTHY GROWING MEDIA AND MIX THOROUGHLY INTO TOP 4 INCHES OF SOIL. SPREAD PLANTING SOIL MIX TO A DEPTH OF 6 INCHES BUT NOT LESS THAN REQUIRED TO MEET FINISH GRADES AFTER NATURAL SETTLEMENT. DO NOT SPREAD IF PLANTING SOIL OR SUBGRADE IS FROZEN, MUDDY, OR EXCESSIVELY WET.
20. IF IMPORTED TOPSOIL IS REQUIRED, THE SUBGRADE SHALL BE SCARIFIED OR TILLED TO A DEPTH OF AT LEAST 6 INCHES PRIOR TO INSTALLATION OF IMPORTED TOPSOIL. FOLLOWING INSTALLATION OF IMPORTED TOPSOIL, THE TOPSOIL SHALL BE TILLED TO INTEGRATE THE SOIL PROFILES.
21. PLANT MATERIALS ARE TO BE GUARANTEED FOR A PERIOD OF 12 MONTHS. PLANT MATERIALS WHICH REMAIN UNHEALTHY WILL BE REPLACED BY THE LANDSCAPE CONTRACTOR BEFORE THE EXPIRATION OF THE GUARANTEE PERIOD OR IMMEDIATELY IF SO DIRECTED BY THE OWNER'S REPRESENTATIVE OR LANDSCAPE ARCHITECT.
22. ALL TREE PLANTINGS SHALL BE MULCHED TO A DEPTH OF 3 INCHES, AND WITH A MINIMUM 3 FOOT RADIUS FROM BASE OF TREE OR TO DRIPLINE. MULCH SHALL BE FREE OF TRASH AND MAINTAINED WEED FREE. MULCH SHALL NOT COVER THE ROOT FLARE. CONFIRM MULCH SPECIFICATIONS WITH OWNER'S REPRESENTATIVE OR LANDSCAPE ARCHITECT.
23. DO NOT PRUNE TREES AND SHRUBS BEFORE DELIVERY. PROTECT BARK, BRANCHES, AND ROOT SYSTEMS FROM SUN SCALD, DRYING, SWEATING, WHIPPING, AND OTHER HANDLING AND TYPING DAMAGE. DO NOT BEND OR BIND THE TREES OR SHRUBS IN SUCH A MANNER AS TO DESTROY THEIR NATURAL SHAPE. PROVIDE PROTECTIVE COVERING OF EXTERIOR PLANTS DURING DELIVERY. DO NOT DROP EXTERIOR PLANTS DURING DELIVERY.
24. DELIVER EXTERIOR PLANTS AFTER PREPARATIONS FOR PLANTING HAVE BEEN COMPLETED AND INSTALL IMMEDIATELY. IMMEDIATELY AFTER UNLOADING, STAND THE TREES UP TO REDUCE THE RISK OF SUN SCALD. PROPERLY STAGED TREES ARE STANDING, UNIFIED AND SPACED. UNLESS IMMEDIATELY INSTALLED, SET EXTERIOR PLANTS AND TREES IN SHADE, PROTECT FROM WEATHER AND MECHANICAL DAMAGE, AND KEEP ROOTS MOIST.
25. SEE LANDSCAPE DETAILS FOR TREE STAKING REQUIREMENTS.
26. EXCAVATE EDGES OF ALL PLANTING BEDS TO 2 INCH DEPTH TO FORM A NEAT AND CRISP DEFINITION.
27. CONTRACTOR SHALL REMOVE DEBRIS AND FINE GRADE ALL PLANTING AREAS PRIOR TO INSTALLATION.
28. REMOVE GUY WIRES AND STAKES AT END OF WARRANTY PERIOD OR ESTABLISHMENT.
29. FINISH GRADING: GRADE PLANTING AREAS TO A SMOOTH, UNIFORM SURFACE PLANE WITH LOOSE, UNIFORMLY FINE TEXTURE. GRADE TO WITHIN PLUS OR MINUS 1/2 INCH OF FINISH ELEVATION. ROLL AND RAKE, REMOVE RIDGES, AND FILL DEPRESSIONS TO MEET FINISH GRADES. LIMIT FINISHED GRADING TO AREAS THAT CAN BE PLANTED IN THE IMMEDIATE FUTURE.

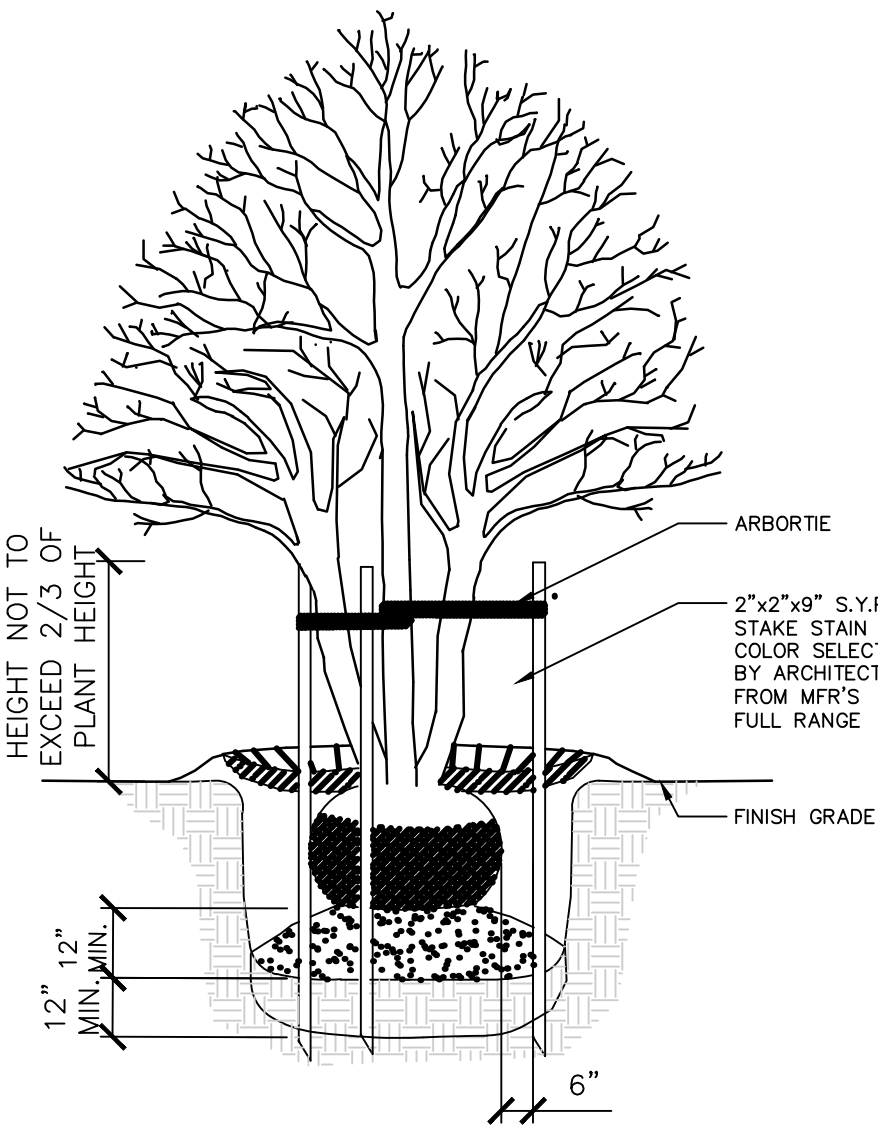
WARRANTY & MAINTENANCE:

1. WARRANTY: INSTALLER SHALL REPAIR OR REPLACE ANY PLANTINGS THAT FAIL IN MATERIALS, WORKMANSHIP, OR GROWTH WITHIN ONE YEAR AFTER THE DATE OF SUBSTANTIAL COMPLETION. FAILURES INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING:
 - DEATH AND UNSATISFACTORY GROWTH, EXCEPT FOR DEFECTS RESULTING FROM LACK OF ADEQUATE MAINTENANCE.
 - NEGLIGENCE, ABUSE BY OWNER, OR INCIDENTS THAT ARE BEYOND CONTRACTOR'S CONTROL.
 - STRUCTURAL FAILURES INCLUDING PLANTINGS FALLING OR BLOWING OVER.
2. MAINTENANCE: INITIAL MAINTENANCE SHALL BE PROVIDED IMMEDIATELY AFTER EACH AREA IS PLANTED AND CONTINUE UNTIL SUBSTANTIAL COMPLETION. UPON SUBSTANTIAL COMPLETION, MAINTENANCE FOR ALL PLANT MATERIAL SHALL BE PROVIDED FOR ONE YEAR AT A MINIMUM SHALL INCLUDE:
 - TREE AND SHRUB MAINTENANCE: MAINTAIN PLANTINGS BY PRUNING, CULTIVATING, WATERING, WEEDING, FERTILIZING, RESTORING PLANTING SAUCERS, AND RESETTling TO PROPER GRADES OR VERTICAL POSITION, AS REQUIRED TO ESTABLISH HEALTHY, VIABLE PLANTINGS. SPRAY OR TREAT AS REQUIRED TO KEEP TREES AND SHRUBS FREE OF INSECTS AND DISEASE.
 - GROUND COVER AND PLANT MAINTENANCE: MAINTAIN AND ESTABLISH PLANTINGS BY WATERING, WEEDING, FERTILIZING, MULCHING, AND OTHER OPERATIONS AS REQUIRED TO ESTABLISH HEALTHY, VIABLE PLANTINGS.
 - PROTECT EXTERIOR PLANTS FROM DAMAGE DUE TO LANDSCAPE OPERATIONS, OPERATIONS BY OTHER CONTRACTORS AND TRADES, AND OTHERS. MAINTAIN PROTECTION DURING INSTALLATION AND MAINTENANCE PERIODS. TREAT, REPAIR, OR REPLACE DAMAGED PLANTINGS.



01 TREE INSTALLATION

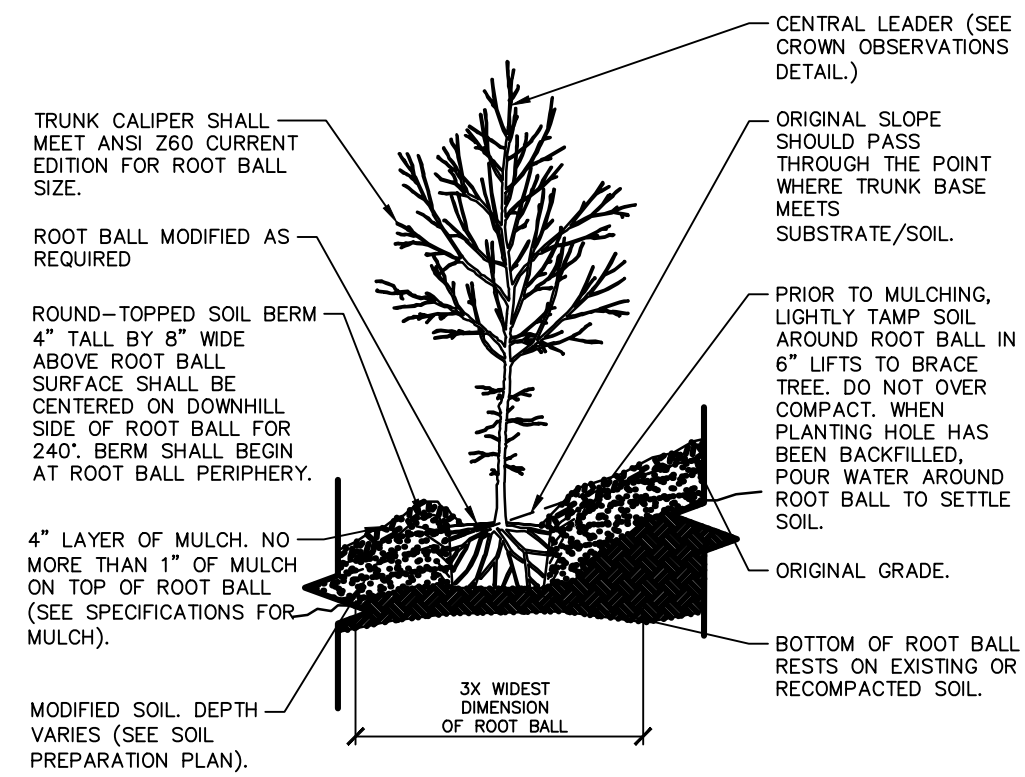
SCALE: 3/8"=1'-0"



- NOTES:
1. STAKING BASIS OF DESIGN PRODUCT; ARBORITE OR APPROVED EQUAL.
 2. STAKING FOR TREES 2" CAL. EA. TRUNK OR SMALLER.
 3. REMOVE TREE STAKING AFTER 2 GROWING SEASONS PER MANUFACTURER'S SPECIFICATIONS.

03 MULTI-TRUNK TREE INSTALLATION

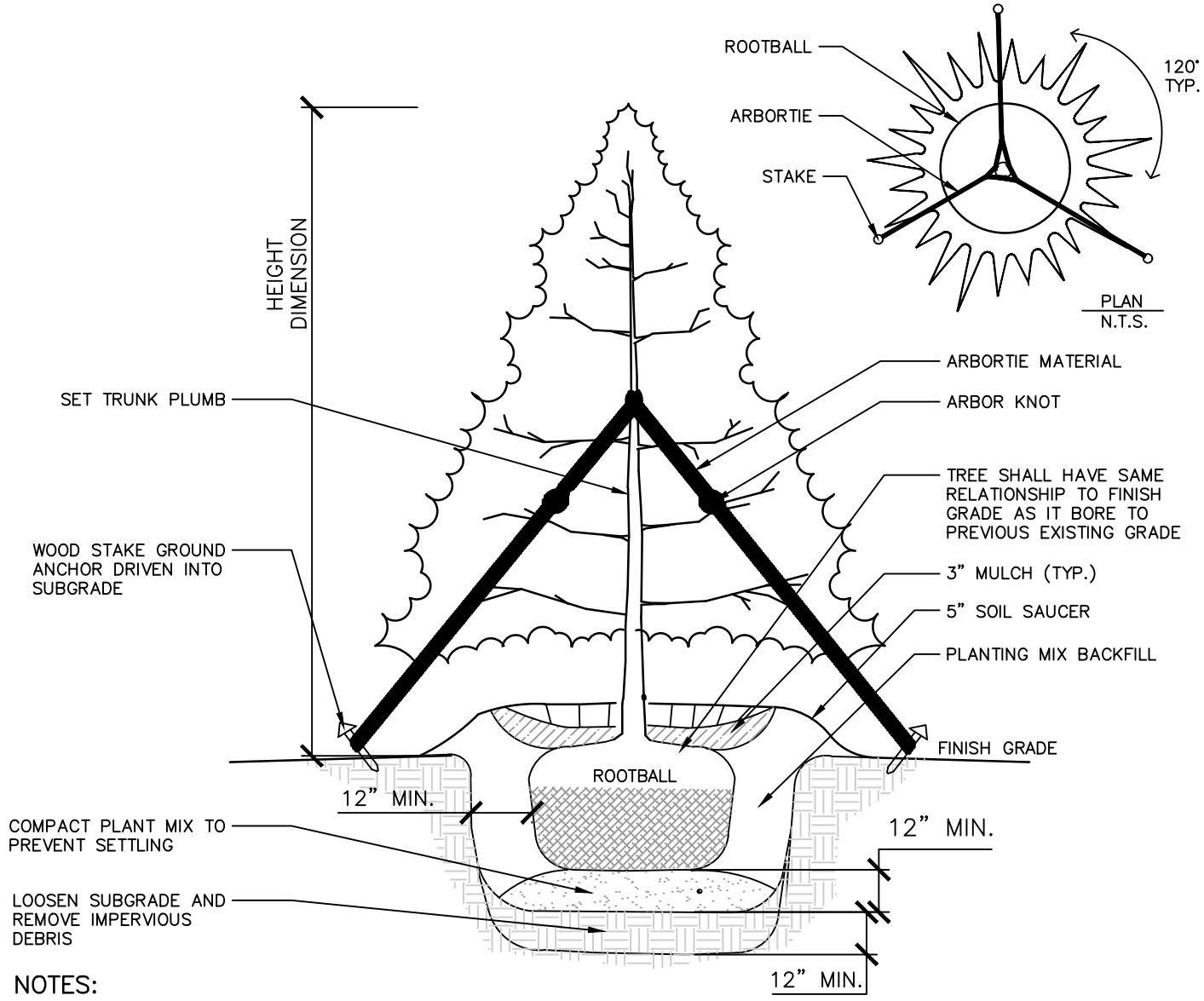
SCALE: 3/8"=1'-0"



- NOTES:
1. TREES SHALL BE OF QUALITY PRESCRIBED IN CROWN OBSERVATIONS AND ROOT OBSERVATIONS DETAILS AND SPECIFICATIONS.
 2. SEE SPECIFICATIONS FOR FURTHER REQUIREMENTS RELATED TO THIS DETAIL.

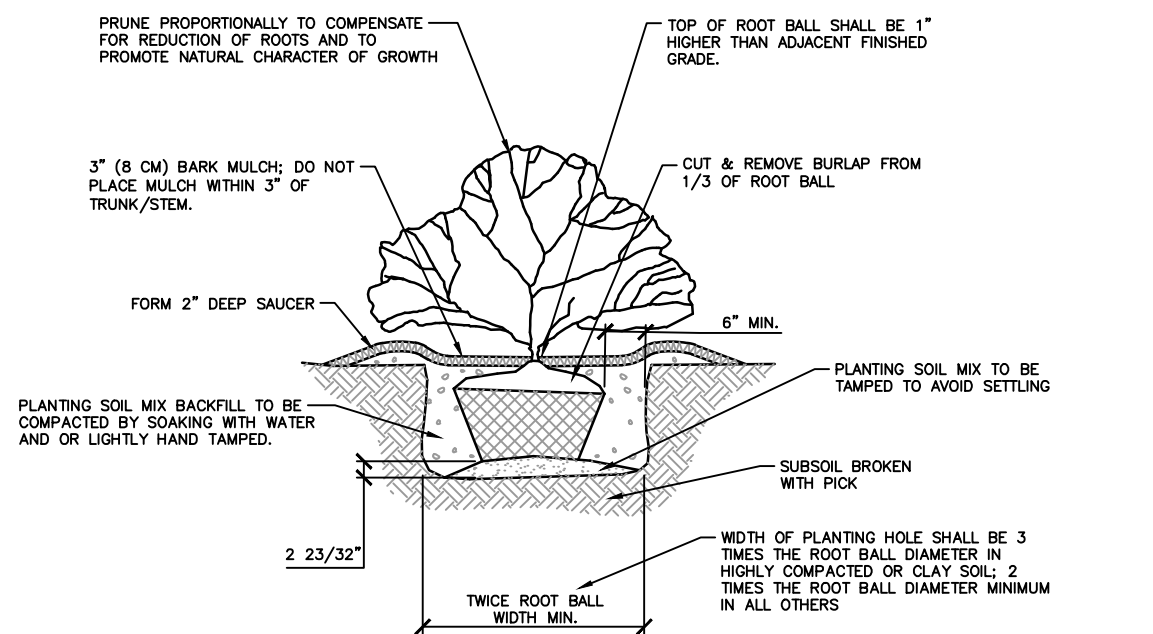
05 TREE ON SLOPE 5% (20:1) TO 50% (2:1) - MODIFIED SOIL

SCALE: N.T.S.



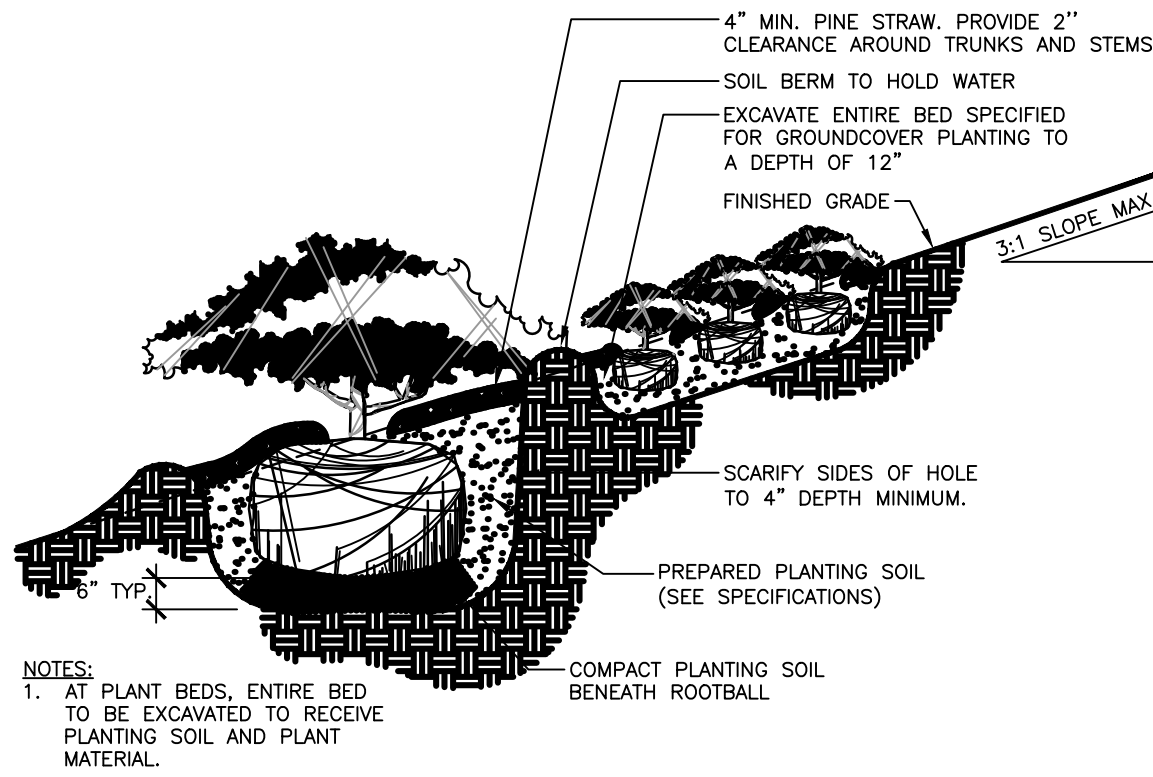
02 EVERGREEN TREE INSTALLATION

SCALE: 3/8"=1'-0"



04 SHRUB INSTALLATION

SCALE: 3/8"=1'-0"



06 SHRUB PLANTING ON SLOPE

SCALE: 3/4"=1'-0"

Safety Expectations:

- Reduce Risk
- Remove Exposures to Hazards
- Reinforce Safe Behavior



McAdams
The John R. McAdams Company, Inc.
2905 Meridian Parkway
Durham, NC 27713

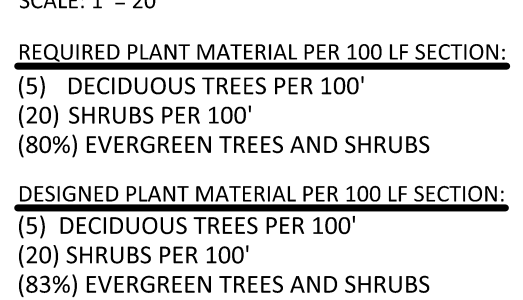
DATE ISSUED: **2-03-2023**
PROJECT STATUS: **DEVELOPMENT**

PROJECT NO. **22-008**

E-MAIL: COVIL@MCADAMSCO.CO

LANDSCAPE NOTES
& DETAILS

L1.04



02 TYPE C BUFFER EXHIBIT



03 TREE SAMPLE AREA #1

SCALE: 1"=10'



04 TREE SAMPLE AREA #2

SCALE: 1"=10'

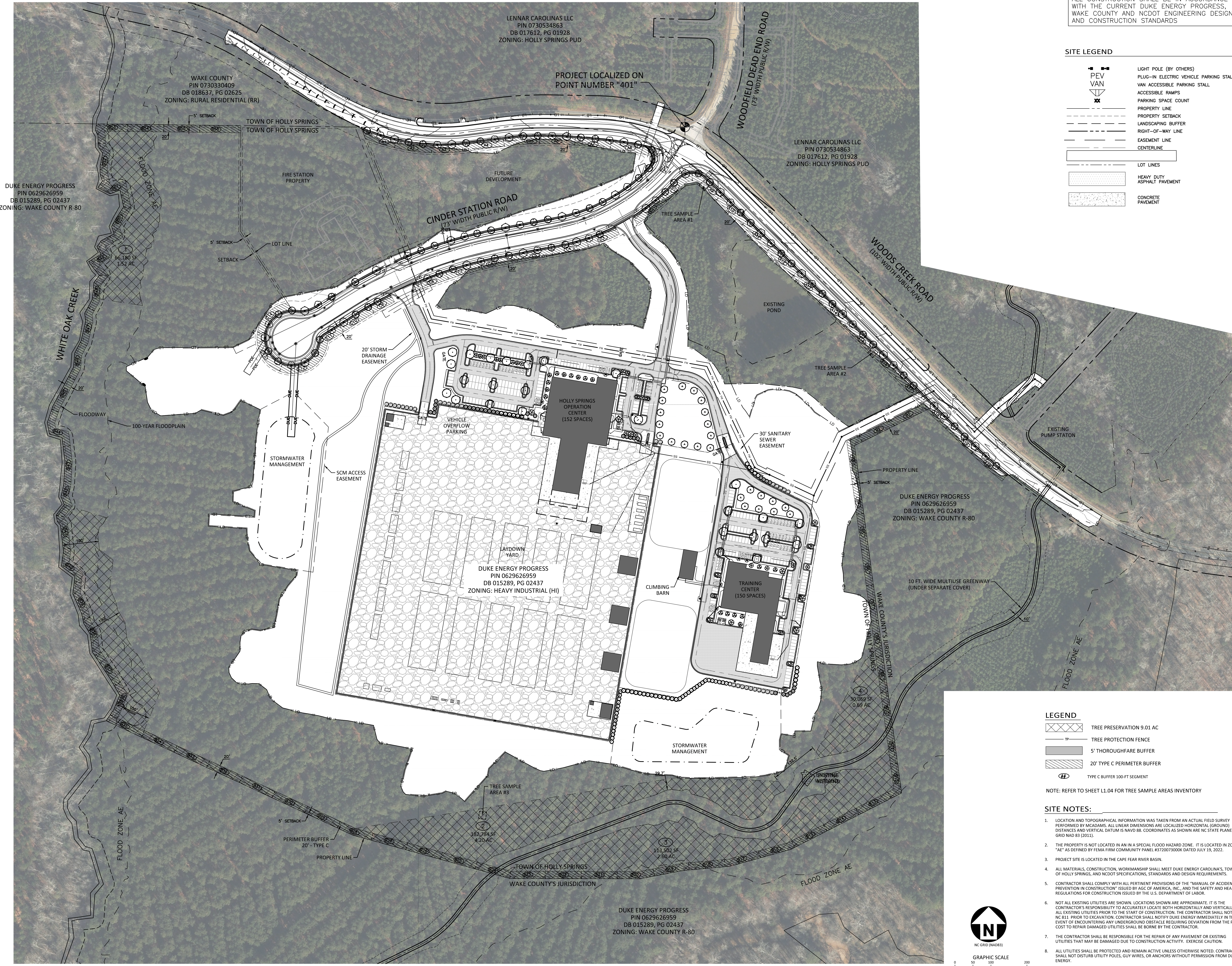


05 TREE SAMPLE AREA #3

WARRANTY & MAINTENANCE:

IMMEDIATELY AFTER EACH AREA IS EXCAVED AND CONTINUE UNTIL SUBSTANTIAL COMPLETION. UPON SUBSTANTIAL COMPLETION, MAINTENANCE FOR ALL PLANT MATERIAL SHALL BE PROVIDED FOR ONE YEAR AT A MINIMUM SHALL INCLUDE:

REPLACE DAMAGED PLAININGS.



ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT DUKE ENERGY PROGRESS, WAKE COUNTY AND NCDOT ENGINEERING DESIGN AND CONSTRUCTION STANDARDS

SITE LEGEND

- PEV VAN
- LIGHT POLE (BY OTHERS)
- PLUG-IN ELECTRIC VEHICLE PARKING STALL
- VAN ACCESSIBLE PARKING STALL
- ACCESSIBLE RAMPS
- PARKING SPACE COUNT
- PROPERTY LINE
- PROPERTY SETBACK
- LANDSCAPING BUFFER
- RIGHT-OF-WAY LINE
- EASEMENT LINE
- CENTERLINE
- LOT LINES
- HEAVY DUTY ASPHALT PAVEMENT
- CONCRETE PAVEMENT

LEGEND

- TREE PRESERVATION 9.01 AC
- TREE PROTECTION FENCE
- 5' THOROUGHFARE BUFFER
- 20' TYPE C PERIMETER BUFFER
- TYPE C BUFFER 100-FT SEGMENT

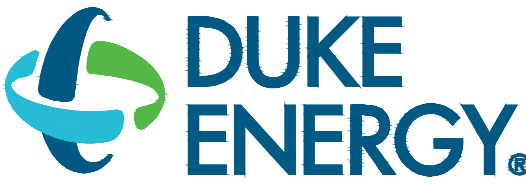
NOTE: REFER TO SHEET L1.04 FOR TREE SAMPLE AREAS INVENTORY

SITE NOTES:

- LOCATION AND TOPOGRAPHICAL INFORMATION WAS TAKEN FROM AN ACTUAL FIELD SURVEY PERFORMED BY MCADAMS. ALL LINEAR DIMENSIONS ARE LOCALIZED HORIZONTAL (GROUND) DISTANCES AND VERTICAL DATUM IS NAVD 88. COORDINATES AS SHOWN ARE NC STATE PLANE GRID NAD 83 (2011).
- THE PROPERTY IS NOT LOCATED IN AN IN A SPECIAL FLOOD HAZARD ZONE. IT IS LOCATED IN ZONE "AE" AS DEFINED BY FEMA FIRM COMMUNITY PANEL #5720073000K DATED JULY 19, 2022.
- PROJECT SITE IS LOCATED IN THE CAPE FEAR RIVER BASIN.
- ALL MATERIALS, CONSTRUCTION, WORKMANSHIP SHALL MEET DUKE ENERGY CAROLINA'S, TOWN OF HOLLY SPRINGS, AND NCDOT SPECIFICATIONS, STANDARDS AND DESIGN REQUIREMENTS.
- CONTRACTOR SHALL COMPLY WITH ALL PERTINENT PROVISIONS OF THE "MANUAL OF ACCIDENT PREVENTION IN CONSTRUCTION" ISSUED BY AGC OF AMERICA, INC., AND THE SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION ISSUED BY THE U.S. DEPARTMENT OF LABOR.
- NOT ALL EXISTING UTILITIES ARE SHOWN. LOCATIONS SHOWN ARE APPROXIMATE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ACCURATELY LOCATE BOTH HORIZONTAL AND VERTICALLY ALL EXISTING UTILITIES PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY NC 811 PRIOR TO EXCAVATION. CONTRACTOR SHALL NOTIFY DUKE ENERGY IMMEDIATELY IN THE EVENT OF ENCOUNTERING ANY UNDERGROUND OBSTACLE REQUIRING DEVIATION FROM THE PLAN. COST TO REPAIR DAMAGED UTILITIES SHALL BE BORNE BY THE CONTRACTOR.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY PAVEMENT OR EXISTING UTILITIES THAT MAY BE DAMAGED DUE TO CONSTRUCTION ACTIVITY. EXERCISE CAUTION.
- ALL UTILITIES SHALL BE PROTECTED AND REMAIN ACTIVE UNLESS OTHERWISE NOTED. CONTRACTOR SHALL NOT DISTURB UTILITY POLES, GUY WIRES, OR ANCHORS WITHOUT PERMISSION FROM DUKE ENERGY.
- EXISTING IMPROVEMENTS SLATED TO REMAIN THAT ARE DAMAGED DURING CONSTRUCTION SHALL BE REPLACED/RESTORED TO THEIR ORIGINAL CONDITION OR TO THE SATISFACTION OF THE OWNER BY THE CONTRACTOR RESPONSIBLE FOR THE DAMAGE.
- ALL CONSTRUCTION DEBRIS SHALL BE TESTED AND DISPOSED OF OFF-SITE IN A STATE PERMITTED LINED LANDFILL OR AS DIRECTED BY DEC REPRESENTATIVE. TESTING AND DISPOSAL SHALL BE IN ACCORDANCE WITH DUKE ENERGY REQUIREMENTS AND STANDARDS AT NO ADDITIONAL COST TO THE OWNER.



DRAWING NUMBER
CFD-XXXXXX A000 -XXXXX



MAILING ADDRESS:
P.O. BOX 1007
CHARLOTTE, NC

Safety Expectations:



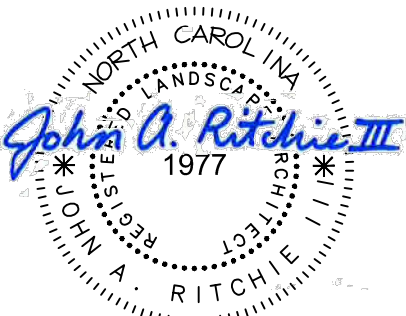
1100 Dresser Court
Raleigh, NC 27609
Office 919.828.2301
Email office@hh-arch.com



The John R. McAdams Company, Inc.
2905 Meridian Parkway
Durham, NC 27713

phone 919.361.5000
fax 919.361.2269
license number: C-0293, C-187

www.mcadamsco.com



6/30/2023

HOLLY SPRINGS
OPERATIONS
CENTER

WOODFIELD DEAD END ROAD

.DWG

DATE ISSUED: 2-03-2023

PROJECT STATUS: DEVELOPMENT

DATE	BY	REVISION
2/03/2023	SNP	REDUCTION OF CLEARING ACTIVITIES
2/03/2023	SNP	SANITARY OUTFALL REVISION

PROJECT NO. 22-008

DRAWING NUMBER
CFD-XXXX- A000 XXXXX

ELECTRONIC FILE NAME: CL0115.DWG

DRAWN BY: SNP 08-26-2022

CHK'D BY: KAS 08-26-2022

E-MAIL: COVIL@MCADAMSCO.COM

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SHEET TITLE

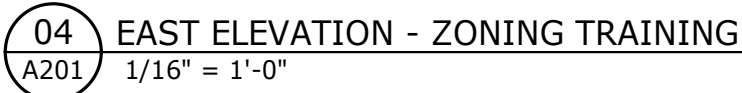
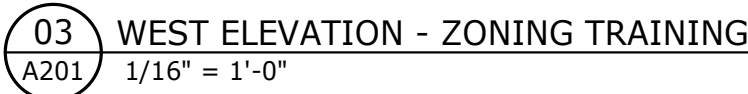
TREE PRESERVATION PLAN

SHEET NO.

L1.05



*NOT A PRIMARY
FACADE PER SECTION
8.2.G.4



Page 123 of 271



Safety Expectations:



HH

ARCHITECTURE
1100 Dresser Court
Raleigh, NC 27609
Office 919.828.2301
Email office@hh-arch.com



ACCESSORY STRUCTURES

DATE ISSUED: 12/16/2022

PROJECT STATUS:

30% CONSTRUCTION DOCS

[illegible]

DRAWING NUMBER

CFD-XXXXXX- A202 -3CEAE

ELECTRONIC FILE NAME: A202 DW

DRAWN BY: Author

DRAWN BY: Author

CHK'D BY: Checker

E-MAIL: 01

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MODIFIED, COPIED, OR DISTRIBUTED WITHOUT PRIOR APPROVAL. THIS INFORMATION SHOULD ONLY BE USED FOR THE SPECIFIC PROJECT INTENT.

SHEET TITLE

ZONING ELEVATIONS -

ACCESSORY

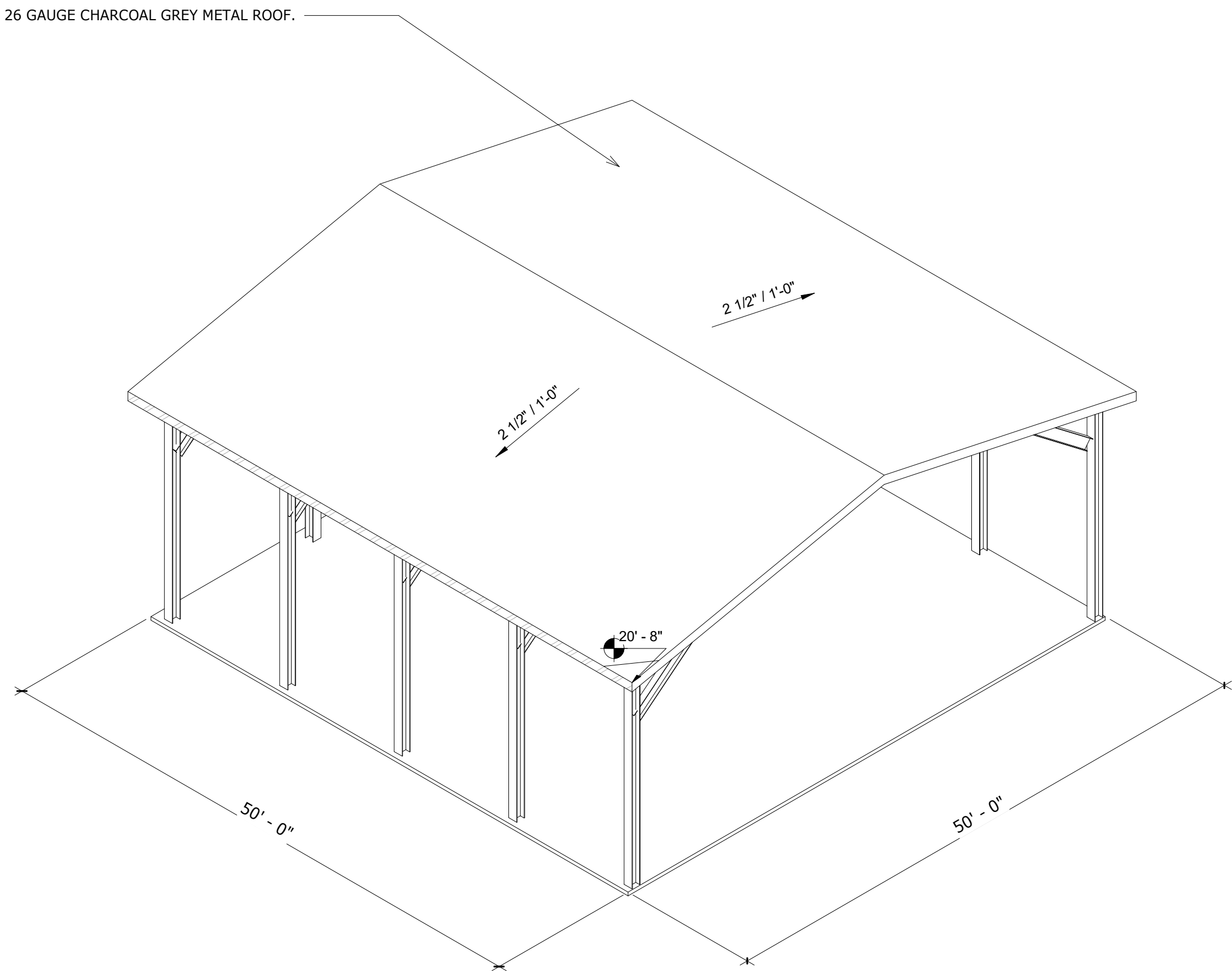
SHEET NO. _____

A202

A202

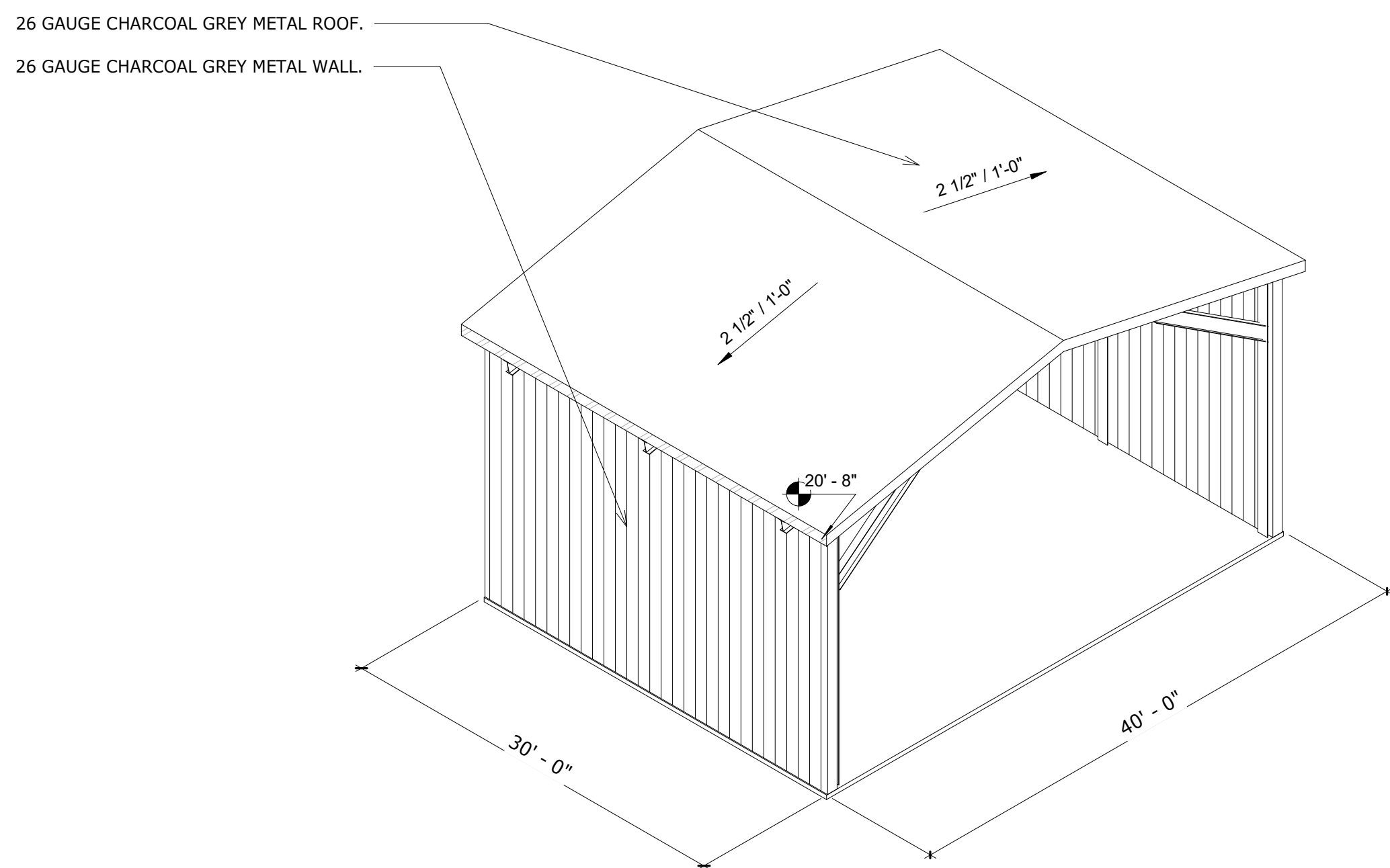
Page 124 of 271

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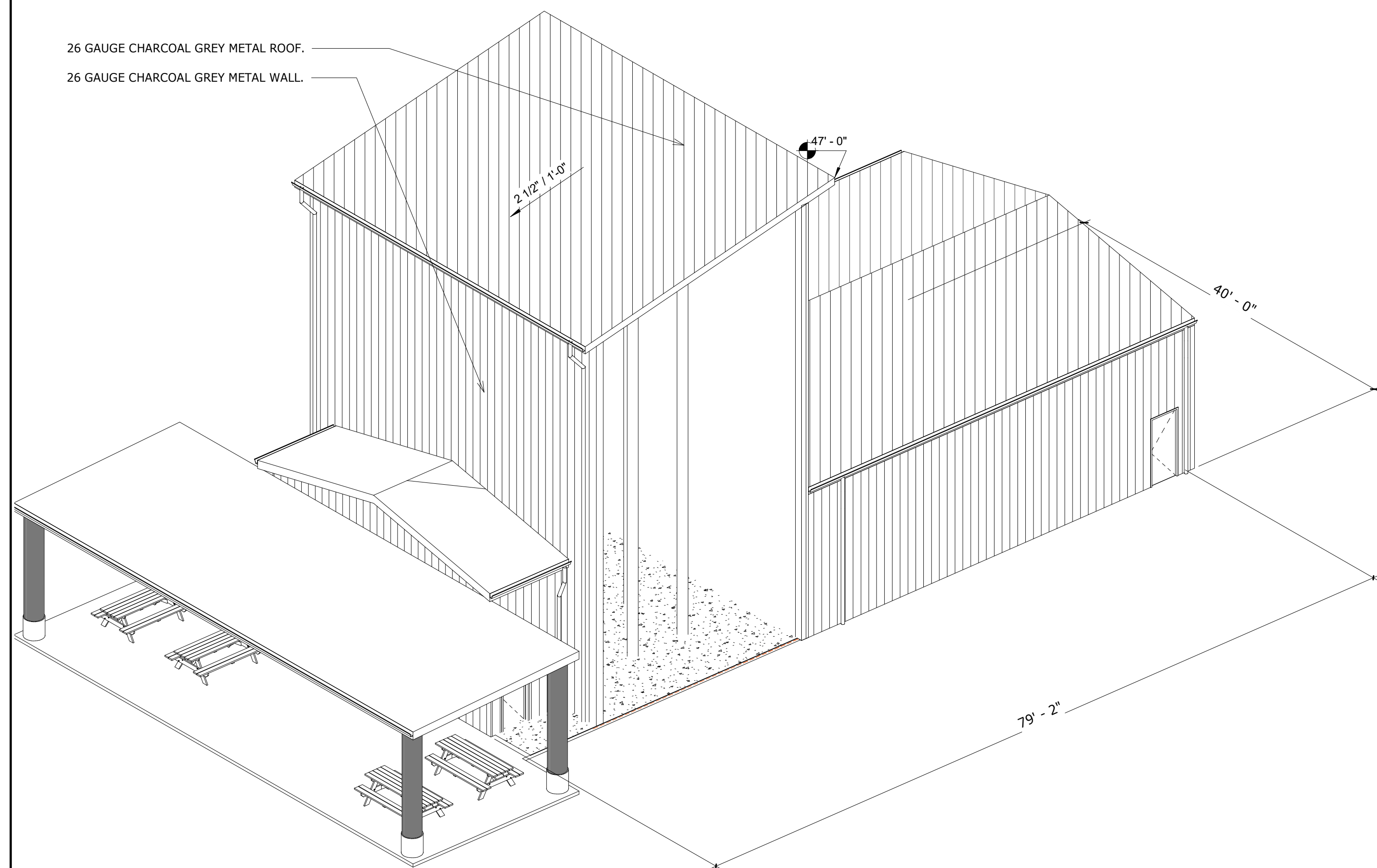
01 CANOPY 1 & 2 - ZONING
A202

ACCESSORY STRUCTURES - NOT SUBJECT TO MATERIAL, TRANSPARENCY, ROOF LINE, BLANK WALL, HORIZONTAL AND VERTICAL VARIATION PER DESIGN MANUAL.



02 CANOPY 4 - ZONING
A202

ACCESSORY STRUCTURES - NOT SUBJECT TO MATERIAL, TRANSPARENCY, ROOF LINE, BLANK WALL, HORIZONTAL AND VERTICAL VARIATION PER DESIGN MANUAL.



03 Climbing Barn - Zoning
A202

ACCESSORY STRUCTURES - NOT SUBJECT TO MATERIAL, TRANSPARENCY, ROOF LINE, BLANK WALL, HORIZONTAL AND VERTICAL VARIATION PER DESIGN MANUAL.



Duke Operations & Training Center Development Plan #22-DP-09 Motion and Conditions of Approval

Motion and Conditions of Approval:

Motion to make and accept the Findings of Fact for Development Plan #22-DP-09 that the proposed Operations and Training Center is transforming the area by introducing employment uses near residential neighborhoods, providing adequate perimeter buffering and screening between uses, and meeting the applicable development and design standards of the Unified Development Ordinance and Heavy Industrial Conditional District standards for the site.

Motion to approve / deny / defer Development Plan #22-DP-09 for Duke Operations & Training Center as submitted by McAdams, dated Revised 4/7/23, with the following conditions:

1. All previous conditions of approval for Duke Operations Campus Conditional District 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. The following must be submitted with the first Construction Drawing submittal:
 - a. A point-by-point photometric plan for all site lighting (not including public right-of-way street and pedestrian lights) in conformance with lighting levels specified in UDO Chapter 8 shall be submitted to and approved by Development Services.
3. Prior to Construction Drawing Approval, the following items must be addressed:
 - a. Street Tree locations shall be shown with approved lighting fixture locations shall be positioned as to not interfere with any lighting fixtures or any site distance triangles.
 - b. Show placement and height of the poles within the Pole Training Area.
 - c. Provide a decorative crosswalk detail that meets UDO 8.4.B.3.b.
 - d. Provide an updated landscape plan showing the perimeter buffer between the Duke and Fire station properties.
 - e. Show detailed design of Active Recreation Area.
4. Invoiced fees from Special Study third party review must be paid prior to first Construction Drawing Submittal, and no later than prior to Construction Drawing Approval.
5. ALL recommendations from the Traffic Study and as a result of Town and NCDOT review associated with this project, must be incorporated into the plans no later than with your next submittal to avoid delays in your development review. This must be finalized prior to this project being scheduled for Planning Board and Town Council.

6. The Build-out analysis in the Traffic Impact Analysis (TIA) associated with this development, included a mix of background improvements and recommended development mitigations. If the assumed background projects do not occur, it should be the developer's sole responsibility to construct all of the background improvements included in the TIA unless additional analysis can be provided to demonstrate the background mitigations are not warranted by the subject development.
7. Thoroughfares, collectors and boulevards will require a calculated pavement design with 1st construction drawing submittal. This may result in a pavement cross section bigger than the specified minimum.
8. Off-site right-of-way dedication will be required in the form of a recorded plat prior to receiving construction drawing approval.
9. A Deed of Easement is required to be executed for public vehicular & public pedestrian access between the property owners at the time of plat.
10. In accordance with Engineering Design & Construction standards (ED&CS) Section 7.07, the pump station site lot shall be platted and deeded to the Town of Holly Springs through fee simple conveyance prior to pump station final acceptance. A deed of easement is not sufficient and is not allowed. Show lot lines on the associated subdivision plan and preliminary pump station site plan.
11. All Special Studies must be finalized prior to being scheduled for Planning Board.
12. Preliminary Pump Station Site Plan is required to be on the same Town Council Meeting agenda as this plan.
13. Offsite Sewer Infrastructure Incomplete: If any off site sewer facilities are needed to serve this project and are not completed and accepted by the Town at the time of approval of this preliminary subdivision plan, then these facilities must be completed prior to construction drawing approval unless otherwise approved by the Director of Engineering. The Town is not responsible for completion of off-site sewer facilities, and will not guarantee completion of such facilities by any other party. This will become a condition of plan approval.
14. If any off site water facilities are needed to serve this project and are not completed and accepted by the Town at the time of the approval of this plan, then these facilities must be completed prior to construction drawing approval unless otherwise approved by the Director of Engineering. The Town is not responsible for completion of off-site water facilities, and will not guarantee completion of such facilities by any other party. No plats or building permits will be issued by the Town until all necessary on and off-site water infrastructure is completed. This will become a condition of approval.
15. A verification letter that confirms no changes occurred to the gravity sewer network; including final sizing for lines that are stubbed upstream, will be required with first construction drawing submittal. If changes have been made to the gravity sewer network between Town Council Approval and first Construction Drawing Submittal, a Final Gravity Sewer Line Sizing Report will be required with first construction drawing submittal for all lines that are stubbed to adjacent upstream properties. Include calculations to document line sizes, adequacy of proposed sanitary sewer lines to serve all future upstream development. This will become a condition of approval.
16. Fiber utility connection/extension is required with this project associated with traffic signal/pump station installation and construction. Please continue to coordinate with Staff through approval of this project
17. Approval of Stormwater Management Plan is required prior to issuance of a land disturbance permit or construction drawing approval.
18. Payment of the Stormwater Fee-in-Lieu will be required prior to construction drawing approval.

19. All items listed on the Stormwater Submittal Checklist, Form #16003, must be included with the first construction drawing submittal.
20. This project will be required to meet Town's NPDES Phase II Post Construction Stormwater ordinance.
21. Stormwater sureties are required on this project. A performance surety in the form of a bond, letter of credit or cash is required in the amount of 125% estimated construction cost of the stormwater BMP prior to the preconstruction meeting and a maintenance surety in the form of a cash escrow account in the amount of 35% the actual construction cost of the SCM is required at the end of the performance monitoring period for the project. (site)
22. Stormwater sureties are required on this project. A performance surety in the form of a bond, letter of credit or cash is required in the amount of 125% estimated construction cost of the stormwater SCM prior to plat recordation and a maintenance surety in the form of a cash escrow account in the amount of 35% the actual construction cost of the SCM is required at the end of the performance monitoring period for the project. (Residential)
23. All environmental permits must be obtained prior to construction drawing approval and/or issuance of a land disturbance permit for the entire project.
24. There are existing downstream drainage complaints in this area. Accordingly, a flood study will be required to meet the Town's policy for Hydrologic Basin Models. (Town Policy - P-018)



Holly Springs Planning Board

Planning Board Meeting Agenda Cover Sheet

Agenda Item#: 14.

Public Hearings

Title: Cass Holt Crossing Rezoning 22-REZ-15 - Legislative Public Hearing

Strategic Priority Area: Responsible & Balanced Growth

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

Action(s):

Open public hearing and continue to the August 15, 2023 Council meeting.

Explanation:

- A continuation is requested to allow more time to negotiate the Developer Agreement.
- A new Unified Development Ordinance (2022 UDO) was effective March 1, 2022. Over the next 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 utilized to specify the UDO version (2022 or 2002) and the approval type that the Council is considering for each respective case.
 - Applicable Ordinance: 2022 UDO
 - Process: Legislative, Rezoning
- The Town has received a request to rezone 46.15 ± acres located at 5608 & 5629 Cass Holt Road from RR Rural Residential to NR-CD Neighborhood Residential Conditional Zoning District (CD).
- The CD allows flexibility or deviations from the development standards to achieve more quality, innovative, and sustainable development that is otherwise restricted by specific application of the UDO.
- CD proposals shall demonstrate that the project and development will incorporate and achieve the design goals of UDO Section 2.4.
- A proposed conceptual plan was provided with the rezoning request, which shows attached dwellings (townhomes) near the center of the development, west of Cass Holt Road. Detached dwellings will be located in the northwest corner of the site (south of the future Cass Holt Park site) and east of Cass Holt Road. The attached units will be accessed via an alley.
- The proposal will mostly be developed per the UDO standards. Modified standards include reducing the required minimum lot frontage for a driveway from 60 to 50 feet for no more than 25% of the detached unit lots and limiting the density to 2.34 units per acre (106 units maximum). The UDO allows the applicant to request 8 units per acre by right and 12 units per acre through a CD rezoning. Additional standards related to building materials, facade elements, and minimum floor area for the units are also proposed (2,200 square feet for detached units and 1,600 for attached units).
- The project is required to tie into and extend Town water facilities to serve the proposed development. Water main extensions are proposed along both Cass Holt Road and

Honeycutt Road along the frontage of property in accordance with the Town's Long-Range Water plan.

- Sewer service to the proposed development will be via extension of gravity sewer networks. This development is bisected by Cass Holt Road, with the western half draining to the existing Union Ridge Pump Station and the eastern half draining to the existing Honeycutt Farms Pump Station.
- A downstream sewer study, including pump station capacity analyses for each pump station, was completed with this rezoning. The study concludes the existing downstream sewer infrastructure and both existing pump stations have adequate capacity to support Cass Holt Crossing.
- In accordance with the Unified Development Ordinance and Comprehensive Transportation Plan, road widening to meet the ultimate four-lane, median-divided thoroughfare cross-section will be required across the property frontage on Cass Holt Road and Honeycutt Road. All internal streets will be constructed in accordance with public residential standards per the CTP.
- A Traffic Impact Analysis (TIA) was completed with this rezoning petition. This development will be required to adhere to and construct all recommended improvements within the approved TIA.

Planning Board Recommendation

The Planning Board discussed the following issues and concerns on June 27, 2023:

- Appreciated that density is lower than what is allowed by right or through the Conditional District Rezoning.
- The proposal includes a good mix of uses (attached and detached dwellings).
- The proposal included a unique design with rear-loaded townhomes.
- The impacts of the proposed narrower lot frontage with a front access driveway and impacts to on-street parking.
- The project improvements related to Cass Hot Park (vehicular/pedestrian access is needed and side path improvements along the west side of Cass Holt Rd.).

Planning Board Recommendation:

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

Background:

- The property was added to the Extraterritorial Jurisdiction (ETJ) on January 17, 2006 and zoned R-30 Residential. R-30 was reassigned to RR Rural Residential with the effective date of the new UDO March 1, 2022
- The project was reviewed by the Land Use Advisory Committee on May 3, 2022. The concerns raised were related to density, traffic on Cass Holt Road, compatibility with other neighborhoods in the area, parking locations (front loaded only), and lack of guest parking,

Funding Source(s):

N/A

Attachment(s):

1. 22REZ15_CassHoltCrossing_Petition
2. 22REZ15_CassHoltCrossing_StaffReport_062523

Planning Board Meeting
July 18, 2023

3. 22REZ15_CassHoltCrossing_Plans
4. 22REZ15_CassHoltCrossing_Manual
5. RZ23-06 CassHoltCrossing_Ord

REZONING, COMPREHENSIVE PLAN/ UDO AMENDMENT 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 (check one- each request must be on separate petitions)

- ☐ Zoning Map Change: ☐ General Use District **or** ☒ Conditional Zoning District
- ☐ Comprehensive Plan Amendment (check all that apply)
- ☐ Text Amendment ☐ Future Land Use Map Amendment
- ☐ Area/Corridor Plan Map Amendment / Name: _____
- ☐ UDO Amendment (UDO Section: _____)

For DS Use only

Project # _____

Fees Paid: \$ _____

Date Received: _____

Project Information

Project Name: Colen Cass HoltProject Location: 5608 & 5629 Cass Holt Road*Use street address. If none, use the closest intersection*☐ Within Corporate Limits ☒ Within Holly Springs ETJ ☐ Pending Annexation

PIN: 0648.22.8106 / 0648.31.0294 Real Estate ID: 0075144 / 0018076

Project Acreage: (Rounded to nearest tenth) _____ Partial Parcel: ☒ No ☐ Yes

Sketch Plan Review (Pre-Submittal) Meeting Date: _____

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.

☐ Initial ☐ Revised ☐ Final

Petition Request

Current Zoning: R 30 Proposed Zoning: NR-CDCurrent Future Land Use Designation: Mixed Residential NeighborhoodProposed Future Land Use Designation: Mixed Residential Neighborhood

Area Plan Designation (if applicable): _____

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 _____

Is the applicant applying on behalf of the property owner(s)? ☒ Yes ☐ No If yes, please complete the Affidavit of Property Owner Consent form and attach. If applicant contact is not the Owner or representing the Owner(s), please complete Property Owner Notification Affidavit and attach.

Name Colen Davidson Company Milestone Developments LLCMailing Address 142 Towerview CourtCity Cary State NC Zip 27519Telephone # (919) 417.4429 E-Mail colen@milestone-developments.comHow would you like to receive staff review comments? ☒ E-Mail ☐ US MailHow would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified

Property Owner(s) if different than Applicant/Contact -REQUIRED attach additional sheets if necessary

Name See following pages Company _____

Mailing Address _____

City _____ State _____ Zip _____

Telephone # () E-Mail _____How would you like to receive staff review comments? ☐ E-Mail ☐ US MailHow would you like to receive Official Action Notices? ☐ E-Mail ☐ US Mail- Certified

Owner's Authorization

Owner's Signature(s) _____ PIN/REID _____ Date _____

Property Owner(s) if different than Applicant/Contact-REQUIRED attach additional sheets if necessary

Name WEATHERSPOON, LEONARD A HEIRS KAREN W CODY EXEC Company _____
Mailing Address 921 DEERFIELD RD
City RALEIGH State NC Zip 27609
Telephone # () _____ E-Mail colen@milestone-developments.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

Owner's Authorization

Owner's Signature(s)	PIN/REID	Date
<u>Karen Weatherspoon Cody</u>	<u>0648.22.8106</u>	<u>10.25.2022</u>
<u>Christy Cody</u>		<u>10-25-2022</u>

Property Owner(s) if different than Applicant/Contact-REQUIRED *attach additional sheets if necessary*

Name DEWAR, EVELYN B Company _____

Mailing Address 5629 CASS HOLT RD

City HOLLY SPRINGS State NC Zip 27540

Telephone # (919) 552-4728 E-Mail colen@milestone-developments.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

Owner's Authorization

Owner's Signature(s) _____ PIN/REID _____ Date _____

Evelyn Betty Dewar 0648310294 10/25/2002

PLAN CONSISTENCY STATEMENT



Describe how the proposed Zone Map Change request is consistent or supported by the objectives and policies of *Vision Holly Springs: Town of Holly Springs Comprehensive Plan* and how it is inconsistent with the Plan.

You must respond to each section; please type or print legibly in blue or black ink

Project Information:

Project Name: Cass Holt Crossing

Proposed Zoning District: NR-CD

Proposed Land Use/Density: 2.42 DU/AC.

Future Land Use Plan Map Designation: Mixed Residential Neighborhood

Future Land Use Plan Designation Land Use/Density: Mixed Residential/medium

For DS Use only

Project # _____

Date Received: _____

Plan Consistency Statement:

In accordance with NCGS § 160D-605 prior to adopting or rejecting any zoning amendment, the Town Council shall adopt a statement of zoning consistency or inconsistency. Please include as much detailed information about the proposed zoning change and developer offered conditions (if any) or unique conditions associated with this request that support the Town's comprehensive plan objectives and/or policies and why the proposed zoning change is reasonable and in the public interest. If the proposed zoning amendment is not in compliance with the comprehensive plan, the Town Council is required to determine why the proposed zoning change is reasonable and in the public interest if approved. Please provide detailed documentation to assist the Council in making their determination. *Attach Additional Sheets as needed*

Petitioner's Response

Executive Summary

The proposed rezoning is consistent in all respects with the vision & goals presented in VISION HOLLY SPRINGS: TOWN OF HOLLY SPRINGS COMPREHENSIVE PLAN. In fact, the envisioned development enabled by the rezoning would result in implementation of significant segments of elements of the Comprehensive Plan such as thoroughfare improvements along Cass Holt Road and Honeycutt Road, construction of the sidepath along the west side of Cass Holt Rd, and installation of water mains along the abutting thoroughfares.

Section 1: Future Land Use & Community Character

The Future Land Use for the area is Mixed Residential with the character goal of providing a range of home choices for all life stages. The envisioned development enabled by the rezoning would create three neighborhoods and two distinct housing styles that would accommodate familial lifestyles ranging from families with young children to retirees.

See attached supplemental information.

Section 2: Transportation / Comprehensive Transportation Plan

The two thoroughfares that abut the property are important elements of the Comprehensive Transportation Plan. Improvements along these two thoroughfares would be included in the infrastructure for the development. The proposed median break in Cass Holt Road conforms to the location of possible median breaks on the Town's Potential Median Breaks Map. The inclusion of an interconnected system of walks and trails -- including sidepaths along Cass Holt and Honeycutt Roads and implementation of the proposed streetscapes along all streets will ensure full compliance with the aesthetic and functional goals of the Comprehensive Transportation Plan related to pedestrian oriented development. A Traffic Study is being completed with this Rezoning request and that recommended improvements from the Town and NCDOT review will be implemented with this development.

Section 3: Parks, Recreation & Open Space/Beyond the Green: A Parks & Recreation Master Plan

The Parks and Recreation Master Plan does not indicate open space or recreation within the properties of this rezoning petition. However, the Town's Parks, Recreation, and Greenway Master Plan proposes sidepaths along Cass Holt Road and Honeycutt Road. These are important pedestrian systems linking other elements of the Master Plan. The sidepaths are included in the improvements that will be installed by the developer as part of the development of Cass Holt Crossing. See attached supplemental information.

Section 4: Community Facilities

No Community Facilities elements are identified within the Town's Community Facilities Plan within the properties of this rezoning petition.

Section 5: Infrastructure and Utilities

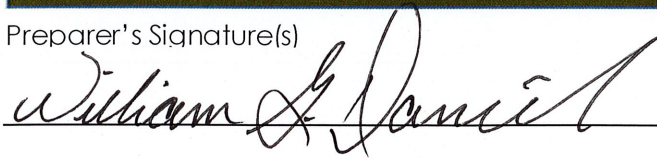
Watermains of 12" or 16" as shown on the Town's Long Range Water Plan are proposed along both Cass Holt Road and Honeycutt Road abutting the property. Those waterlines will be installed by the developer in accordance with Town Policies. The watermain extension by the developer to serve the project includes off-site installation to tie to the existing line within Cass Holt Road. No wastewater elements of the Town's Long Range Sewer Plan are shown on the properties of the rezoning petition. Wastewater service to the proposed development will be via extension of gravity sewers. See attached for supplemental information.

Section 8: Natural Resources

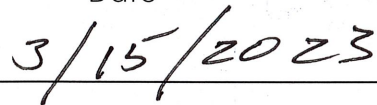
The Town's Comprehensive Plan indicates the presence of streams, ponds, and associated potential riparian buffers on the property. Those natural features have been taken into account in the design of the proposed development plan, and the proposed open space areas of the envisioned development have been delineated and configured to incorporate these natural features.

Plan Consistency Response Prepared by:

Preparer's Signature(s)



Date



Supplemental Information

Section 1: Future Land Use & Community Character

- Within the proposed Open Space of the project, diverse features are proposed to enhance the leisure experience of residents. These include trails, gazebos, tot lots, two ponds, and pollination gardens.
- The existing wooded areas of the property have been mostly preserved and aggregated within the proposed Open Space, thereby enhancing the chances of preserving any specimen trees that exist on the site.
- The proposed townhomes are arranged & oriented to face the abutting thoroughfare—with garages located in the rear with associated alleys.
- Street stubs or R/W dedication are proposed to accommodate future connection and extension to abutting properties.
- Building types within the project are entirely residential and are arranged into three neighborhoods. The neighborhoods while accommodating varying home plans, will be connected and unified by thematic street treatments, and a system of interconnected open space and pedestrian routes. Due to the relatively small number of lots within each of the detached neighborhoods, no deliberate diversity of lot sizes is proposed. However, in each of these neighborhoods, more than 20% of the lots will side abut open space rather than an adjacent lot. Those instances will provide potential for diversity of floor plans and unit orientation.

Section 2: Transportation/Comprehensive Transportation Plan

- A traffic study was completed with this rezoning request. Any recommended improvements from the Town and NCDOT will be implemented as part of the infrastructure of this project.

Section 3: Parks, Recreation, and Open Space

- The three distinct communities that will comprise the development will be functionally connected by the shared system of open space and the pedestrian system elements located through the open space and along the streets and travel ways. The communities and the individual residences that comprise those communities will each be visually connected via the unifying landscape elements within the streetscapes of the project and the architectural compatibility afforded by the review of exterior building materials, colors, fenestration and other facade elements.
- The proposed plan provides vehicular and pedestrian access connections to abutting properties. The project will construct significant elements of the Town's envisioned pedestrian system network along Honeycutt Road and Cass Holt Road. In order to facilitate the construction of the off-site side path along the west side of Cass Holt to connect to the intersection of Cass Holt Road and Honeycutt Road, and the construction of a pedestrian cross-walk at that intersection; the developer will enter into a Developer's Agreement with the Town whereby the developer will cause the physical improvements to be constructed, and the Town would provide the required off-site easements, and allow the costs of construction to be credited toward Parks and Recreation Parkland Dedication fees for the Cass Holt Crossings project.
- The proposed plan incorporates a variety of open space areas. These areas will be interconnected by a pedestrian system of trails and walkways that to provide residents and other pedestrians with ample opportunities and scale to enjoy exercise in an environmentally friendly setting with destinations of interest including woodland trails, pollination gardens, tot lots, gazebos at pond overlooks and other

vantage points, as well as a visually appealing open space focal point at the intersection of Cass Holt Road and Honeycutt Road.

Section 5: Infrastructure and Utilities

- A downstream sewer capacity study has been submitted for this project. The study includes identification of schematic alignments for the gravity sewer extensions that will be necessary to serve the proposed development of Cass Holt Crossing. A substantial amount of downstream of-site sewer extensions will be required to serve the proposed project. Such extensions will include easement acquisition as well as construction. These sewer lines are necessary to serve the proposed Cass Holt Crossings project and will also benefit the owners of currently non-served tracts that will be contributory to these sewer line extensions.
- The exact route of downstream sewer extensions has not yet been determined and such determination will be dependent upon environmental delineations, surveys, and negotiation with property owners. Concurrently with the submission of construction drawings for any segments of proposed sewer line extensions, easement plats for the easements necessary to accommodate those proposed sewer lines shall be submitted to the Town. Prior to final approval of such construction drawings, proof of easement acquisition and recordation of those easements shall be provided to the Town.



Town of Holly Springs Staff Report to the Planning Board

REQUEST FOR ZONE MAP CHANGE Cass Holt Crossing 22-REZ-15

PETITIONER(S):

Colen Davidson
Milestone Developments, LLC
142 Towerview Ct.
Cary, NC 27519

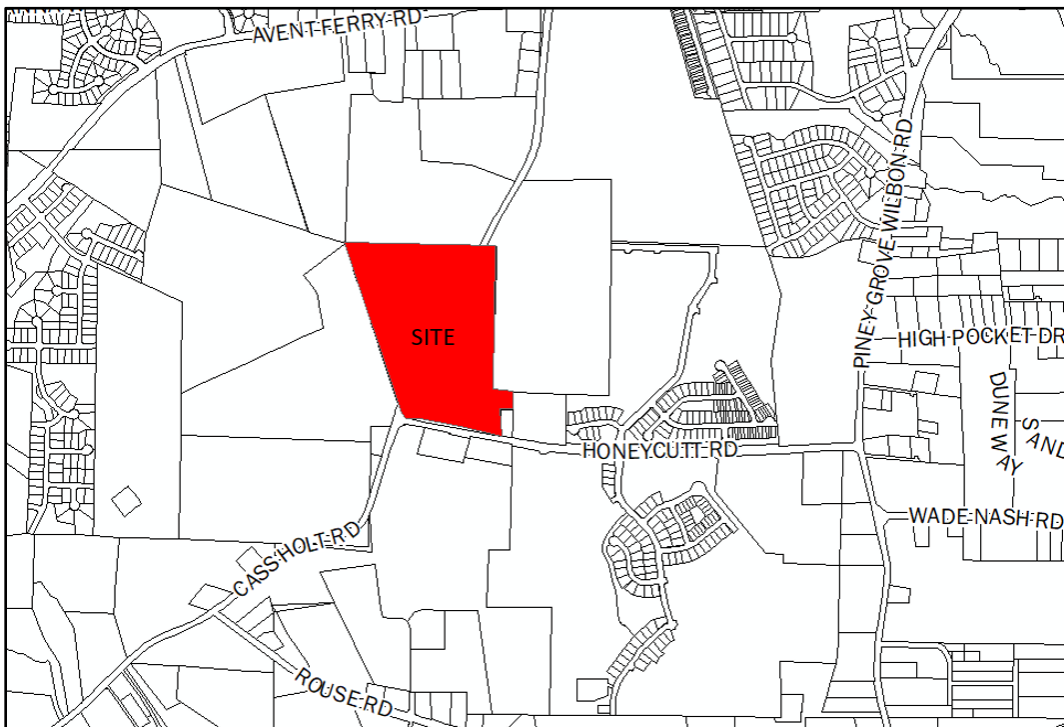
DEVELOPER(S):

Same as Developer

OWNER(S):

Leonard Weatherspoon Heirs
Karen W Cody Executor
921 Deerfield Rd.
Raleigh, NC 27609

Evelyn Dewar
c/o Benton Dewar
5920 Honeycutt Rd.
Holly Springs, NC 27540

LOCATION:

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

ANTICIPATED REVIEW SCHEDULE:

Planning Board: June 27, 2023

Public Hearing and Town Council Action: July 18, 2023

STAFF CONTACTS: Cheryl Caines, Senior Planner
Catherine Jacobs, Engineering Manager

ATTACHMENTS: Petition for Zone Map Change, Statement of Zoning Compatibility, Schematic Master Plan, Design Goals Narrative, Development & Design Manual

PARCEL INFORMATION			
OWNER	PARCEL #	ZONING	AREA
Evelyn Dewar	0648310294	RR Rural Residential	22.96 acres
Leonard Weatherspoon	0648228106		23.19 acres
TOTAL			46.15 ± acres

ADJACENT PROPERTY SITE DATA		
	ZONING	EXISTING LAND USE
Subject Property	RR Rural Residential	Agricultural and Detached single family dwelling
North	RR Rural Residential	Vacant, Agricultural and future Cass Holt Park
South	RR Rural Residential	Agricultural and Detached single family dwelling
East	RR Rural Residential	Agricultural and Detached single family dwelling
West	RR Rural Residential	Agricultural and Detached single family dwelling

PROPERTY HISTORY	
Rezoning History	
Rezoning Number: 06-01 (Establish ETJ)	
Original Zoning: Wake County	
Proposed Zoning: and R-30 Residential	
(Reassigned to RR Rural Residential March 1, 2022)	
Approved by Town Council on: Jan 17, 2006	

ZONE MAP CHANGE REQUEST		
	CURRENT	PROPOSED
Zoning District	RR Rural Residential	NR-CD Neighborhood Residential Conditional Zoning District
Future Land-Use Designation	Mixed Residential Neighborhood	Mixed Residential Neighborhood

STAFF ANALYSIS

PROJECT OVERVIEW

The Town has received a request to rezone 46.15 acres located at 5608 & 5629 Cass Holt Road from RR Rural Residential to NR-CD Neighborhood Residential Conditional Zoning District.

Zone Map Change Request:

The NR Neighborhood Residential zoning district encourages the development of medium density detached and attached dwellings on different lot sizes that vary enough to provide a range of home choices in the same neighborhood. These districts are expected to be compact in form and utilize a connected street and open space network and a variety of lot and house sizes within the block. For those neighborhoods in walking and biking distance to Commercial & Mixed-Use Districts, this district is expected to orient its highest densities towards those areas.

Conditional Zoning District (CD) information:

Conditional Zoning Districts (CD) are intended to provide flexibility within the planning and development process, while creating additional controls to ensure quality development. The proposed Conditional Zoning District (CD) proposes the following modifications to the base district standards of the UDO.

Development Standards (UDO Section 2):

	UDO Standard	Proposed Standard
Maximum Gross Density - by-right - with Conditional Zoning District	8 units/acre 12 units acre	2.34 units/acre (106 units)
Minimum Lot Frontage at the ROW for a Driveway Detached Dwellings	60 feet	50 feet for no more than 25% of the detached unit lots

Permitted Uses (UDO Section 3):

Residential Uses	UDO Standard	Proposed Standard
Attached Dwelling	Permitted	Permitted
Detached Dwelling	Permitted	Permitted

Proposed Residential Design & Development Standards in addition to the UDO:

- Materials
 - Siding shall be brick, stone, HardiPlank, or other material of comparable durability, quality, and appearance
 - Vinyl siding is not allowed
 - Roof shall be architectural dimensional 30-year shingles
- Colors
 - Exterior building façade materials may be limited to earth tones, gray, white, and green
 - High intensity colors are prohibited
- Foundation/FFE treatment slab on grade detached homes shall include visibly exposed foundations at least 18 inches in height along the front façade of all units. Exposed foundations shall be faced with brick or stone.
- Minimum Heated Floor Area
 - Detached units 2,200 square feet
 - Attached units 1,600 square feet
- All garage doors shall include window panels or other elements to provide visual surface relief.
- No two (2) single family homes of the same floorplan/façade or color scheme shall be located within two lots of each other – whether on the same or opposite side of the street. These provisions shall be incorporated into the HOA Association Covenants.
- Townhomes
 - Shall incorporate a mixture of materials on the elevations, such as brick and siding or stone and siding.
 - Such mixture of materials shall be applicable to the front facades and all exterior townhome walls that face a public street.
 - The street-facing façade of each townhome unit will include either a shift in roofline or gable, a dormer, or other similar special feature to add visual interest.
- No restrictions or prohibitions shall be imposed on accessory dwelling units within the project by plats, deeds, or covenants.
- Wiring and outlets to accommodate EV charging station installation shall be included in each garage within the development.

PLANNING & ZONING

Growth Strategy Map:

The property is designated as Places to Enhance. These places celebrate existing and future residential neighborhoods, and the small activity centers that serve them, as the building blocks for a strong community. They generally include Conservation Neighborhoods, Residential Neighborhoods (single-family detached), or Mixed Residential Neighborhoods with two or more home types (single dwelling attached and detached, multi-dwelling) in the same development.

Future Land Use:

The subject property is designated as Mixed Residential Neighborhood on the Future Land Use map. This character area includes several housing types that provide a range of home choices (densities) in the same neighborhood. Small blocks and a grid network support a well-connected, cohesive community. A comprehensive and connected open space network with a centralized gathering space and smaller open spaces distributed throughout the neighborhood. Key characteristics include:

- Blocks vary in size growing larger from the center to the edge of the community.
- Streets should provide connections to adjacent neighborhoods and development.
- New residential uses have off-street parking at the side or rear of the lot enhancing the streetscape and walkability. Smaller lots may be served by rear alleys.
- Development should be sensitive to existing natural resources.
- Very walkable, with sidewalks, bike facilities, paths and trails providing pedestrian connectivity.
- Front and side setbacks are variable, with larger setbacks near the edges of the neighborhood and smaller setbacks near the center.

Important Themes for Transforming Holly Springs:

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

- Establish Mixed-use Activity Centers Throughout Holly Springs
- Transitions
- Increase Home & Neighborhood Choices in Holly Springs
- Increase Diversity & Affordability of Housing in Holly Springs
- More Transportation-Land Use Coordination in the Community

Specific Recommendations:

Several recommendations provide guidelines, targets, and priorities for shaping future growth and development in the community. The following recommendations should be considered with this request:

- FLU-1: Encourage Use of the Land Use & Character Plan in Everyday Decision-Making
- FLU-8: Protect Housing Affordability
- SI-4: Improve the Land Use - Transportation Connection
- SI-13: Continue to Install all Utilities Underground in New Development, and Continue to Move Existing Overhead Utilities Underground
- CC-2: Provide Attention to Building Transitions
- CC-8: Increase Walkability

Unified Development Ordinance

Conditional Zoning District (CD) (UDO 2.4.3.A.)

CD Design Goals. CD proposals shall demonstrate that the project and development therein will incorporate and/or achieve the following design goals:

1. The incorporation of existing natural features such as wooded areas and slopes into the design of new development in such a manner as to preserve the site's natural character;
2. The preservation of significant view corridors; development of out-lying areas of the Town and its Extraterritorial Jurisdiction in a manner which retains elements of traditional historical land use patterns;
3. Development of pedestrian oriented communities; development of traditional style neighborhoods;
4. Development of communities that are visually and functionally connected to one another;
5. Protection of significant watershed areas in order to preserve water quality;
6. Creativity and imagination in the process of development;
7. Unique architecture or sustainable design;
8. Efficient, aesthetic and desirable use of open space;
9. Variety in housing types and physical development patterns; and,
10. Special considerations for property with a unique history or outstanding physical features.

The site is designated Mixed Residential Neighborhood District on the Future Land Use Map which is characterized by neighborhoods that include several housing types (attached and detached single-family dwellings and multi-family units). This provides residents housing options within their same community as needs change. Smaller blocks and a grid network support a well-connected community and a comprehensive and connected network of open space provides gathering space and preserves tree stands. Neighborhoods should be organized around a central gathering space with smaller pocket parks distributed throughout the neighborhood and density should be highest around the central gathering place or park.

Both parcels are currently developed with single family homes or used for agriculture. The parcel to the north is the site of the future Cass Holt Park. Cass Holt Road divides the site, and the future development will be located on both sides of the road. Existing tree areas are found near on-site ponds, wetlands, and creeks. Preservation of the on-site ponds, trees, and natural areas are proposed to be incorporated into the development. Attached dwellings (townhomes) are proposed in POD 1 on the west side of Cass Holt Road and central to the development. Detached dwellings are proposed within POD 2 in the NW corner of the site and on the east side of Cass Holt Road near site perimeters.

Street stubs are shown for properties to adjacent properties. Vehicular access to the townhomes will be via an alley. A pedestrian network is shown utilizing sidewalks along proposed streets and walking trails connecting the active open spaces. A 10' Sidepath is proposed along Cass Holt Rd. and Honeycutt Rd. frontages.

PARKS & RECREATION

Greenways (UDO Section 7.6):

The Town's UDO requires all land proposed for development where a Greenway or Sidepath is indicated in the Comprehensive Plan to construct the Greenway or Sidepath in compliance with Town standards. The Town's Active Transportation Plan, in Section 2 of the Town Comprehensive Plan, shows a 10' Sidepath requirement for the Cass Holt Rd and Honeycutt Rd frontages. The applicant proposes to meet this requirement by providing the 10' Sidepath along the western side of Cass Holt Rd, tying directly into the 10' Sidepath anticipate to be constructed with the Town Park development on Cass Holt Rd. The proposal also shows a 10' Sidepath on the north side of Honeycutt Rd in compliance with the Town's Comprehensive Plan. An additional off-site connection between these two Sidepaths is proposed at the intersection of Honeycutt and Cass Holt Rd. This off-site connection is not a requirement of the UDO, and it is anticipated that a Development Agreement will capture the agreement that this improvement be done by the developer with assistance from the Town and reimbursement of construction costs being provided from a portion of the Parkland Dedication fees-in-lieu that will be collected at time of subdivision platting.

Public Park Space (UDO Section 4.7):

The Town's UDO requires Development projects and subdivision activities that would result in additional residential dwelling units shall provide Public Park Space or pay a fee-in-lieu of Public Park Space dedication. The applicant will not be dedicating any Public Park Space and will be required to pay a fee-in-lieu prior to issuance of a building permit for the residential portions of the development, with a portion of the funds expected to reimburse the cost of construction of the off-site Sidepath mentioned in previously.

CIVIL IMPROVEMENTS

Water Service:

The project is required to tie to and extend Town water facilities to serve the proposed development. Watermains extensions are proposed along both Cass Holt Road and Honeycutt Road along the frontage of property in accordance with the Town's Long-Range Water plan. These waterlines will be installed by the developer in accordance with Towns Policies. The watermain extension by the developer to serve the project includes off-site installation to tie to the existing watermain within Cass Holt Road.

Sewer Service:

Sewer service to the proposed development will be via extension of gravity sewer networks. This development is bisected by Cass Holt Road, with the western half draining to the existing Union Ridge Pump Station and the eastern half draining to the existing Honeycutt Farms Pump Station. Substantial downstream off-site sewer extensions will be required to tie the proposed project to each pump station. Easement acquisition and construction associated to these off-site extensions are included as part of this development. The exact route of downstream sewer extensions has yet to be determined but will be finalized with the Major Subdivision Plan review.

A downstream sewer study, including pump station capacity analyses for each pump station, was completed with this rezoning. The study also includes identification of schematic alignments for the gravity sewer extensions that will be necessary to serve the proposed development. The study concludes the existing downstream sewer infrastructure and both existing pump stations have adequate capacity to support Cass Holt Crossing.

Transportation:

In accordance with the Unified Development Ordinance and Comprehensive Transportation Plan, road widening including both sides of the ultimate four-lane, median-divided thoroughfare cross-section will be required across the property frontage on Cass Holt Road frontage. In addition, the applicant will be required to widen half of the ultimate four-lane, median-divided thoroughfare cross-section across the property frontage on Honeycutt Road. All internal streets will be constructed in accordance with public residential standards per the CTP.

A Traffic Impact Analysis (TIA) was completed with this rezoning petition. This development will be required to adhere to and construct all recommended improvements within the approved TIA as follows:

Improvements Required at Cass Holt Road/ Site Driveways:

- Interim: The outside through lanes along both northbound and southbound directions as right-turn lanes at the Site Driveways under the interim conditions.
- Construct Site Driveway as full movement with one ingress, one egress lane, and a minimum internal protected stem length of 100' on both eastbound and westbound approaches.
- Provide dedicated right-turn lane on northbound Cass Holt Rd with minimum 100' of storage and appropriate taper.
- Provide dedicated right-turn lane on southbound Cass Holt Rd with minimum 100' of storage and appropriate taper.

- Provide dedicated left-turn lane on northbound Cass Holt Rd with minimum 50' of storage and appropriate taper.
- Provide dedicated left-turn lane on southbound Cass Holt Rd with minimum 50' of storage and appropriate taper.

Improvements Required at Cass Holt Road/Honeycutt Road Intersection:

- Interim: Stripe the west bound approach of Honeycutt Road at the Cass Holt Road intersection to provide a dedicated left-turn lane and a dedicated right -turn lane with sufficient queue storage length.
- Monitor intersection for signalization (alternate improvement option such as a roundabout intersection may be considered).
- Explore design options to extend the existing turn lane storage length on the westbound approach of Honeycutt Road to provide a left-turn lane with minimum 350' of storage and appropriate taper. This turn lane extension may be provided in conjunction with frontage widening along Honeycutt Road based on the CTP thoroughfare standards.

ZONE MAP CHANGE ANALYSIS

The Conditional District Rezoning is intended to achieve an innovative, higher quality, and sustainable neighborhood by allowing flexibility in development standards and design requirements. The proposed Neighborhood Residential Conditional District Zoning is consistent and implements most of the characteristics of the Mixed Residential Neighborhood, such as providing multiple housing types and lot sizes.

A central gathering space is one of the characteristics of a Mixed Residential Neighborhood. One of the preserved ponds is centrally located on the western half of the development; however, no activation of this space is proposed to create a gathering space for the residents which is not consistent with the UDO standards. Smaller active open spaces and tree preservation areas are proposed throughout the site. These are connected through a system of sidewalks and walking trails.

The proposed development is mostly per the base standards of the UDO. The applicant has proposed to modify the minimum lot frontage for a driveway standard from 60 to 50 feet on a maximum of 25% of the detached unit lots. The purpose is to create lot size variety in accordance with the Conditional Zoning District lot area requirements. Staff analysis of this request has determined that the reduction will impact neighborhood character and that alternative designs that may include alleys for narrower lots should be considered.

Residential façade design standards are proposed, which include material, color, and minimum square footage requirements. The proposed standards also limit how close homes of the same floorplan, façade, or color scheme are located to ensure a variety of styles on the same block. There is some concern with the garage of the smaller units being predominant. No standards are proposed to address this concern at this time.

STAFF RECOMMENDED PLANNING BOARD DISCUSSION ITEMS

Staff Recommends that the Planning Board discuss the following items:

1. The Conditional District Rezoning is intended to achieve an innovative, higher quality, and sustainable neighborhood. The proposed standards for development and design guidelines are mostly per the base standards of the UDO. Does the Development and Design Manual guidelines and lot width reduction for front loaded housing ensure a unique or innovative design related to open space design, lot layout, and building design?

PLANNING BOARD RECOMMENDATION

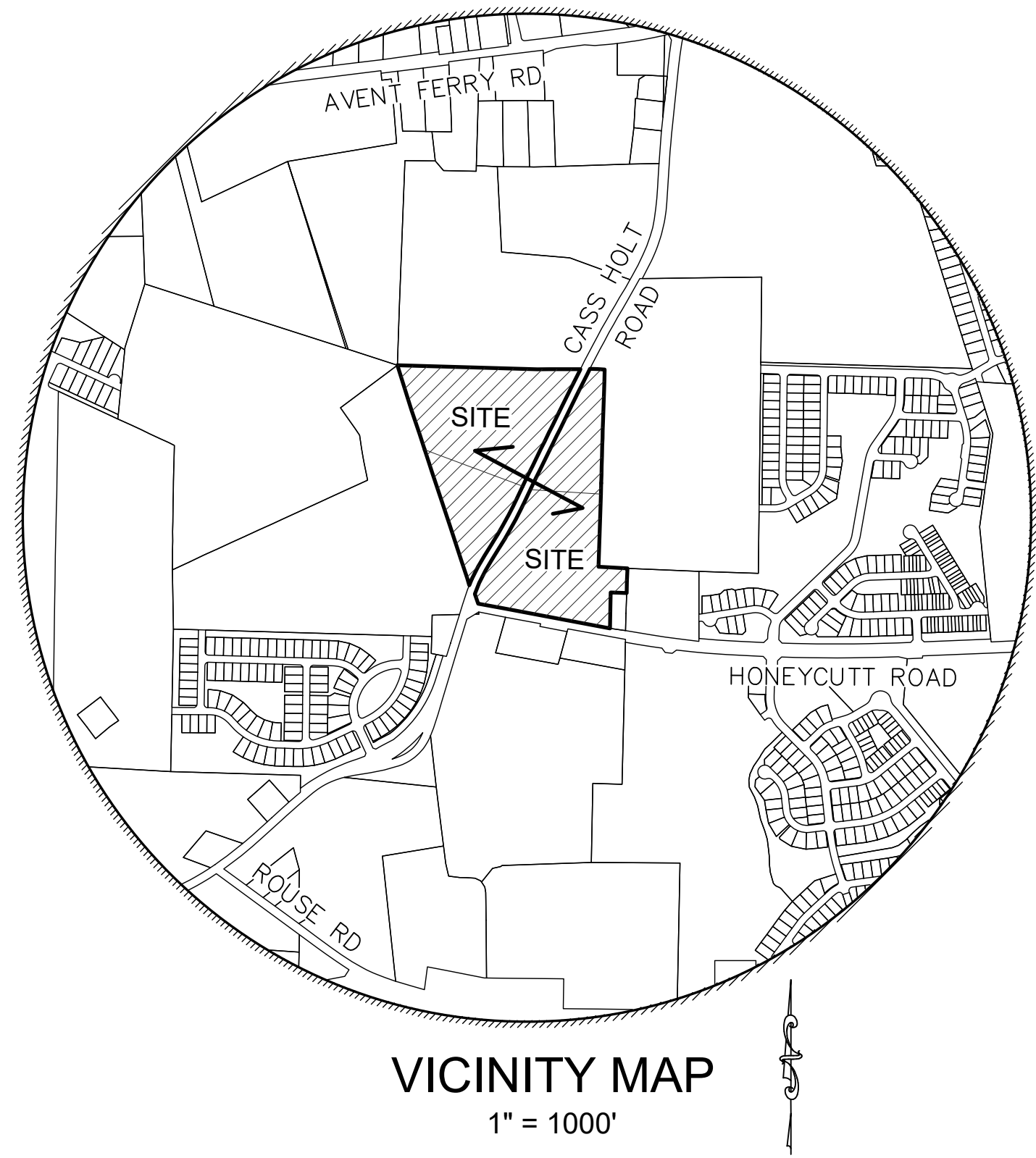
ACTION #1:

SAMPLE PLAN CONSISTENCY STATEMENT:

The requested zone map change from RR Rural Residential to NR Neighborhood Residential Conditional Zoning District is consistent with Vision Holly Springs Comprehensive Plan because the Future Land Use Plan Map designates this property as Mixed Residential Neighborhood. The proposed Conditional Zoning District (CD) would provide a mix of housing options within a walkable, connected neighborhood that includes open space dispersed throughout the community.

ZONE MAP CHANGE PETITION MOTION:

Motion that the Planning Board recommend the Town Council approve / deny Zone Map Change Petition #22-REZ-15 to change the zoning of 46.15 acres of Wake County PINs #064822106 and 0648310294 from RR: Rural Residential to NR CD: Neighborhood Residential Conditional District as submitted by Milestone Developments, LLC.



CASS HOLT CROSSING

5608 & 5629 Cass Holt Road
Holly Springs, NC 27540

MASTER PLAN

PROJECT NUMBER: PLRZ202200302/ 22-REZ-15
DATE: OCTOBER 28, 2022

SITE DATA

PROJECT NAME:	Cass Holt Crossing
WAKE COUNTY PIN & SITE ADDRESS:	0648.22.8106 – 5608 Cass Holt Road 0648.31.0294 – 5629 Cass Holt Road
PREPARER'S INFO:	William G. Daniel & Associates, PA 1150 SE Maynard Road Suite 260 Cary NC 27511 Tele: 919.467.9708 / Fax: 919.460.7585 bdaniel@wmgda.com
OWNER(S):	Weatherspoon, Leonard A Heirs 921 Deerfield Road Raleigh NC 27609 Dewar, Evelyn B 5629 Cass Holt Road Holly Springs NC 27540
CONTRACT TO PURCHASE:	Milestone Developments, LLC 142 Towerview Court Cary NC 27519 Tele: 919.417.4429 / Fax: – colen@milestone-developments.com
ANNEXATION #:	pending
EXISTING ZONING:	Rural Residential (RR)
PROPOSED ZONING:	Neighborhood Residential–Conditional District (NRCD)
SITE AREA:	
GROSS AREA:	46.15 Acres
R/W DEDICATION:	2.34 Acres
NET AREA:	43.81 Acres
RIVER BASIN:	Cape Fear
WATERSHED OVERLAY:	None
EXISTING USE:	Single Family & Agricultural
PROPOSED USE:	Single Family & Townhomes
REQUIRED SETBACKS	
for single family units:	
FRONT:	20'
CORNER:	5'
SIDE:	5'
REAR:	20'
for townhome units:	
FRONT:	5'
CORNER:	5'
SIDE:	5'
REAR:	15' from alley c/l
MAXIMUM BUILDING HEIGHT:	35' PRIMARY / 25' ACCESSORY
REQUIRED BUFFERS	
ADJACENT TO CASS HOLT:	5' TYPE A
ADJACENT TO HONEYCUTT:	5' TYPE A
OTHER PERIMETER:	5' TYPE A
TYPE A BUFFER REQUIRES 5 SHRUBS, 2 DECIDUOUS TREES/100'	
PROPOSED DENSITY:	2.42 DU/AC
ON-SITE PRIVATE OPEN SPACE	
REQUIRED: 30% –	≥13.845 Acres
TREE PRESERVATION AREAS	
REQUIRED: 20% –	≥9.23 Acres
ACTIVE RECREATION AREAS*	
REQUIRED: 5% –	≥2.31 Acres
(INCLUDES TOT LOT OF AT LEAST 0.347 Acres)	
FLEXIBLE SPACE AREAS –	
REQUIRED: 5% –	>2.31 Acres

NOTE:
PROPOSED ON-SITE PRIVATE OPEN SPACE CONFIGURATIONS AND LOCATIONS
ARE INDICATED CONCEPTUALLY ON THE ACCOMPANYING ON-SITE PRIVATE
OPEN SPACE PLAN. AREAS OF OPEN SPACE CATEGORIES LISTED IN THE
SITE DATA TABLE ABOVE SHALL BE EXCEEDED ON DEVELOPMENT PLANS
SUBMITTED SUBSEQUENT TO THE REZONING OF THESE PROPERTIES.

SHEET NO.	DESCRIPTION
1	COVER
2	EXISTING CONDITIONS PLAN
3	CONCEPT PLAN
4	TRANSPORTATION PLAN
5	ON-SITE PRIVATE OPEN SPACE PLAN
6	GRADING PLAN
7	UTILITY PLAN
8	TYPICAL SECTIONS
9	LANDSCAPE PLAN

Revisions
12.09.22 Per ToHS 1st review
3.15.23 Per ToHS 2nd review
5.22.23 Per ToHS 3rd review
06.20.23 Per Staff review

Project
Cass Holt Crossing

Cover

Date
October 28, 2022

Scale
None

Sheet

Revisions
12.09.22 Per ToHS 1st review
3.15.23 Per ToHS 2nd review
5.22.23 Per ToHS 3rd review
06.20.23 Per Staff review

Project
Cass Holt Crossing

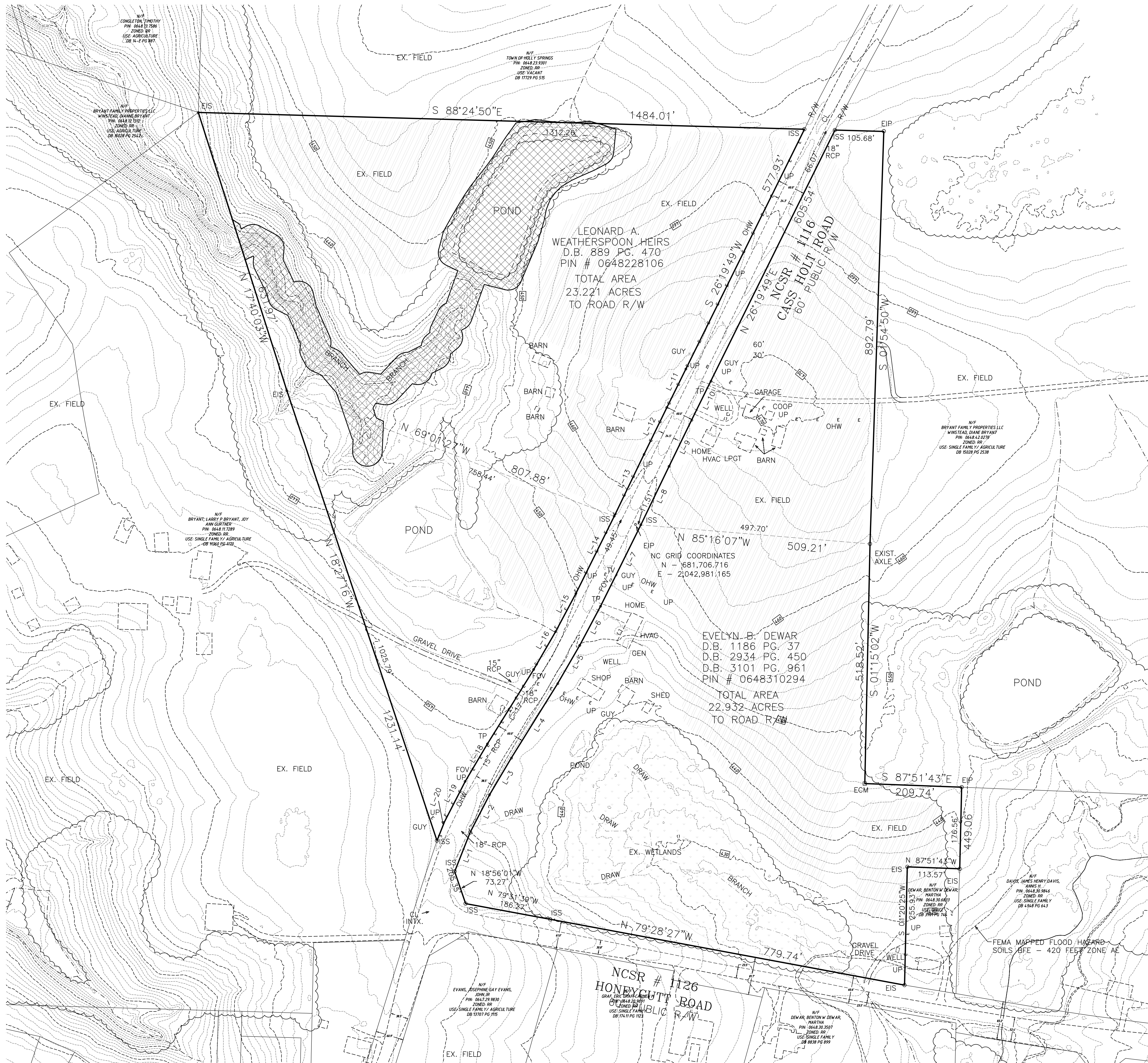
Existing Conditions Plan

Date
October 28, 2022

Scale
1" = 100'

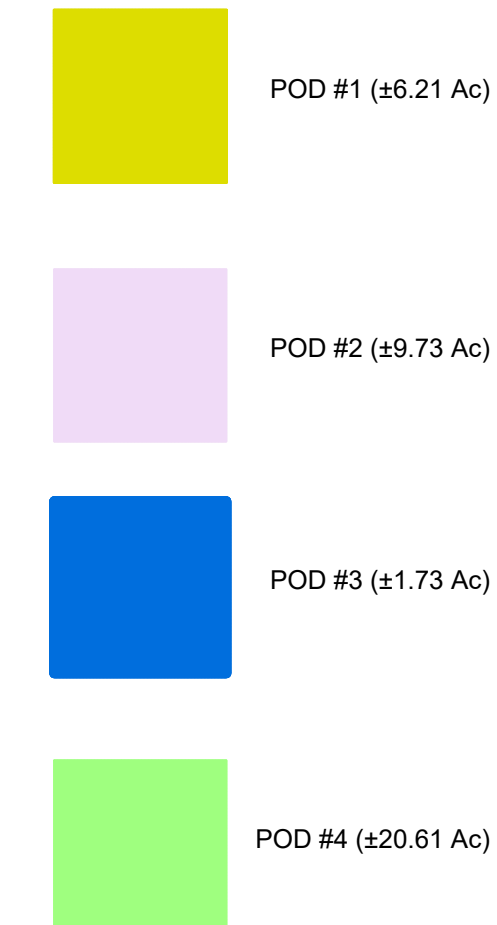
Sheet

2



PROJECT NAME:	Cass Holt Crossing
WAKE COUNTY PIN & SITE ADDRESS:	0648.22.8106 – 5608 Cass Holt Road 0648.31.0294 – 5629 Cass Holt Road
PREPARER'S INFO:	William G. Daniel & Associates, PA 1150 SE Maynard Road Suite 260 Cary NC 27511 Tele: 919.467.9708 / Fax: 919.460.7585 bdaniel@wmgda.com
OWNER(S):	Weatherpoon, Leonard A Heirs 921 Deerfield Road Raleigh NC 27609 Dewar, Evelyn B 5629 Cass Holt Road Holly Springs NC 27540
CONTRACT TO PURCHASE:	Milestone Developments, LLC 142 Towerview Court Cary NC 27519 Tele: 919.417.4429 / Fax: – colan@milestone-developments.com
ANNEXATION #:	pending
EXISTING ZONING:	Rural Residential (RR)
PROPOSED ZONING:	Neighborhood Residential-Conditional District (NRCD)
SITE AREA:	
GROSS AREA:	46.15 Acres
R/W DEDICATION:	2.34 Acres
NET AREA:	43.81 Acres
RIVER BASIN:	Cape Fear
WATERSHED OVERLAY:	None
EXISTING USE:	Single Family & Agricultural
PROPOSED USE:	Single Family & Townhomes
REQUIRED SETBACKS	
for single family units:	
FRONT:	20'
CORNER:	5'
SIDE:	5'
REAR:	20'
for townhome units:	
FRONT:	5'
CORNER:	5'
SIDE:	5'
REAR:	15' from alley c/i
MAXIMUM BUILDING HEIGHT:	35' PRIMARY / 25' ACCESSORY
REQUIRED BUFFERS	
ADJACENT TO CASS HOLT:	5' TYPE A
ADJACENT TO HONEYCUTT:	5' TYPE A
OTHER PERIMETER:	5' TYPE A
TYPE A BUFFER REQUIRES 5 SHRUBS, 2 DECIDUOUS TREES/100'	
PROPOSED DENSITY:	2.42 DU/AC
ON-SITE PRIVATE OPEN SPACE	
REQUIRED: 30% – ≥13.845 Acres	
TREE PRESERVATION AREAS	
REQUIRED: 20% – ≥9.23 Acres	
ACTIVE RECREATION AREAS	
REQUIRED: 5% – ≥2.31 Acres	
(INCLUDES TOT LOT OF AT LEAST 0.347 Acres)	
FLEXIBLE SPACE AREAS –	
REQUIRED: 5% – ≥2.31 Acres	

NOTE:
PROPOSED ON-SITE PRIVATE OPEN SPACE CONFIGURATIONS AND LOCATIONS
ARE INDICATED CONCEPTUALLY ON THE ACCOMPANYING ON-SITE PRIVATE
OPEN SPACE PLAN. AREAS OF OPEN SPACE CATEGORIES LISTED IN THE
SITE DATA TABLE ABOVE SHALL BE EXCEEDED ON DEVELOPMENT PLANS
SUBMITTED SUBSEQUENT TO THE REZONING OF THESE PROPERTIES.

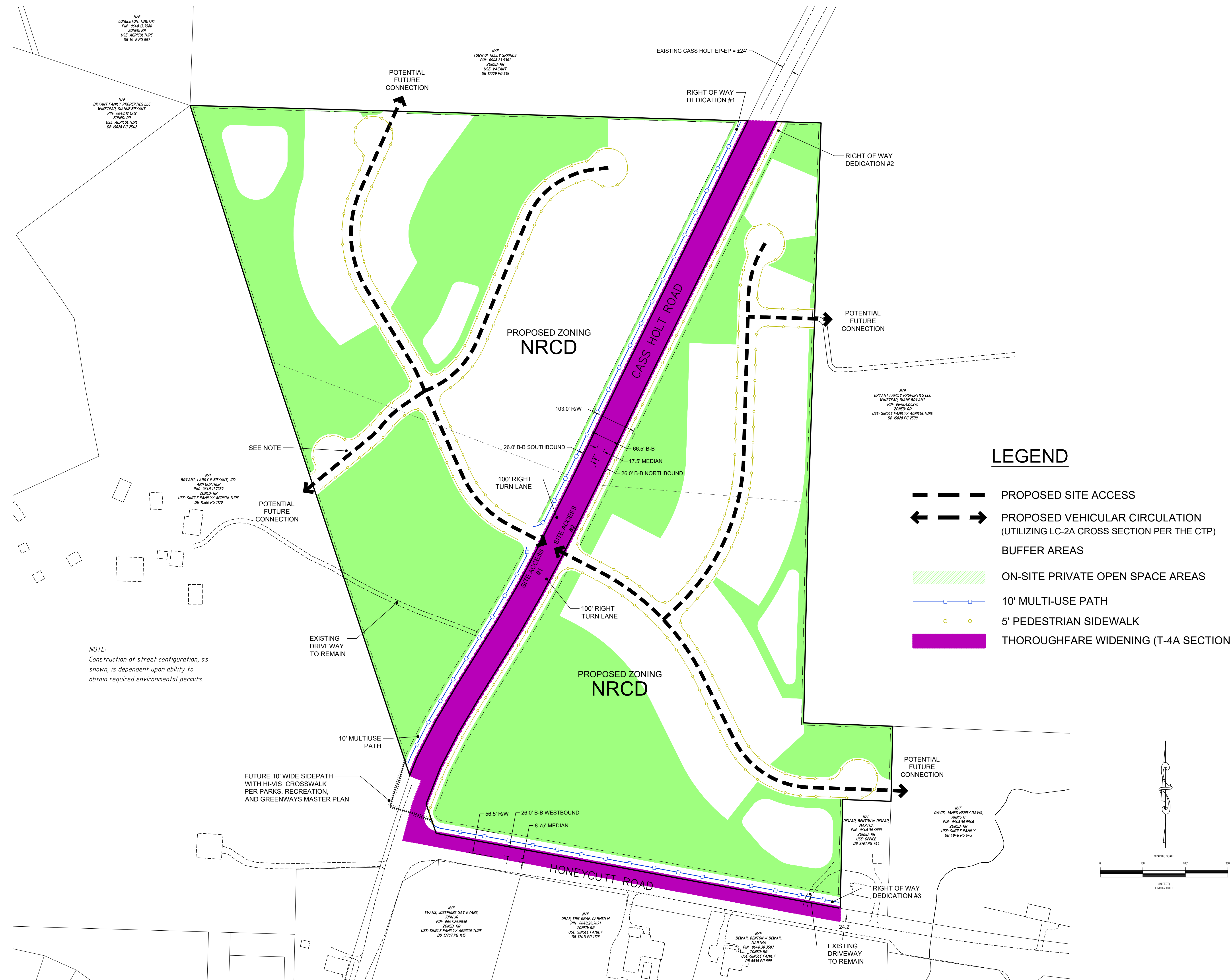


Schematic Layout

Scale
1" = 100'

3

Revisions
12.09.22 Per ToHS 1st review
3.15.23 Per ToHS 2nd review
5.22.23 Per ToHS 3rd review
6.12.23 Per ToHS 4th review



Project
Cass Holt Crossing

Transportation Plan

Date
October 28, 2022

Scale
1" = 100'

Sheet

4

Revisions
12.09.22 Per ToHS 1st review
3.15.23 Per ToHS 2nd review
5.22.23 Per ToHS 3rd review
06.20.23 Per Staff review

SITE DATA
PROJECT NAME: Cass Holt Crossing
WAKE COUNTY PIN & SITE ADDRESS: 0648.22.8106 – 5608 Cass Holt Road
PREPARER'S INFO: William G. Daniel & Associates, PA
1150 SE Maynard Road Suite 260
Cary NC 27511
Tele: 919.467.9708 / Fax: 919.460.7585
bdaniel@wmgda.com
OWNER(S): Weatherspoon, Leonard A Heirs
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CONTRACT TO PURCHASE: Milestone Developments, LLC
142 Towerview Court
Cary NC 27519
Tele: 919.417.4429 / Fax: –
colen@milestone-developments.com
ANNEXATION #: pending
EXISTING ZONING: Rural Residential (RR)
PROPOSED ZONING: Neighborhood Residential-Conditional District (NRCD)
SITE AREA: 46.15 Acres
GROSS AREA: 2.34 Acres
R/W DEDICATION: 43.81 Acres
NET AREA: Cape Fear
RIVER BASIN: None
WATERSHED OVERLAY: Single Family & Agricultural
EXISTING USE: Single Family & Townhomes
PROPOSED USE: Single Family & Townhomes
REQUIRED SETBACKS for single family units:
FRONT: 20'
CORNER: 5'
SIDE: 5'
REAR: 20'
for townhome units:
FRONT: 5'
CORNER: 5'
SIDE: 5'
REAR: 15' from alley c/l
MAXIMUM BUILDING HEIGHT: 35' PRIMARY / 25' ACCESSORY
REQUIRED BUFFERS
ADJACENT TO CASS HOLT: 5' TYPE A
ADJACENT TO HONEYCUTT: 5' TYPE A
OTHER PERIMETER: 5' TYPE A
TYPE A BUFFER REQUIRES 5' SHRUBS, 2 DECIDUOUS TREES/100'
PROPOSED DENSITY: 2.42 DU/AC
ON-SITE PRIVATE OPEN SPACE
REQUIRED: 30% – ≥13.845 Acres
TREE PRESERVATION AREAS
REQUIRED: 20% – ≥9.23 Acres
ACTIVE RECREATION AREAS*
REQUIRED: 5% – ≥2.31 Acres
(INCLUDES TOT LOT OF AT LEAST 0.347 Acres)
FLEXIBLE SPACE AREAS –
REQUIRED: 5% – ≥2.31 Acres

NOTE: PROPOSED ON-SITE PRIVATE OPEN SPACE CONFIGURATIONS AND LOCATIONS ARE INDICATED CONCEPTUALLY ON THE ACCOMPANYING ON-SITE PRIVATE OPEN SPACE PLAN. AREAS OF OPEN SPACE CATEGORIES LISTED IN THE SITE DATA TABLE ABOVE SHALL BE EXCEEDED ON DEVELOPMENT PLANS SUBMITTED SUBSEQUENT TO THE REZONING OF THESE PROPERTIES.



Project
Cass Holt Crossing

On-Site Private
Open Space Plan

Date
October 28, 2022

Scale
1" = 100'

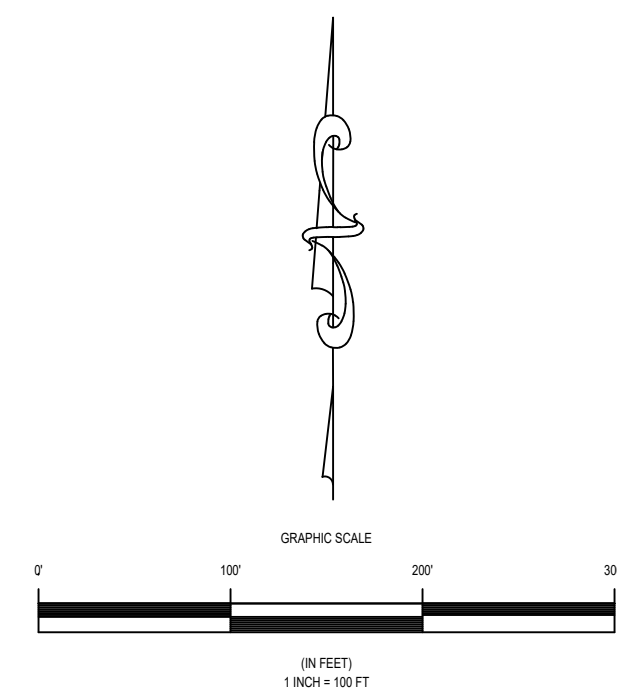
Sheet

5

Revisions
12.09.22 Per ToHS 1st review
3.15.23 Per ToHS 2nd review
5.22.23 Per ToHS 3rd review
06.20.23 Per Staff review

LEGEND

- PROPOSED SITE ACCESS
- PROPOSED VEHICULAR CIRCULATION
- ON-SITE PRIVATE OPEN SPACE AREAS
- SPOT ELEVATION



Project
Cass Holt Crossing

Grading/Spot Plan

Date
October 28, 2022

Scale
1" = 100'

Sheet

6

Revisions	
12.09.22	Per ToHS 1st review
3.15.23	Per ToHS 2nd review
5.22.23	Per ToHS 3rd review
06.20.23	Per Staff review



Project
Cass Holt Crossing

Utility Plan

Date
October 28, 2022

Scale
1" = 100'

Sheet

CASS HOLT ROAD / HONEYCUTT ROAD PROPOSED SECTION

T-4A Thoroughfare | 4 Lanes

T-4A Minimum



T-4A			Land Use Character Area			
Design Elements	Element Included	Minimum Dimension	Rural	Suburban	Urban	Business & Industrial
Right-of-Way (ROW)	Yes	112'	112'	103'	103'	107'
Back of Curb to Back of Curb (B/B)	Yes	73'	76'	66.5'	62.5'	73'
Travel Lanes	4 Lanes	10'	12'	11'	10'	12'
Center Turn Lane	No	-	-	-	-	-
Median	Yes	17.5'	23'	17.5'	17.5'	20'
Curb and Gutter (C+G)	2 Sides	2.5'	2.5'	2.5'	2.5'	2.5'
Paved Shoulder	No	-	-	-	-	-
Planting	2 Sides	5'	6'	6'	8'	5'
On-Street Parking	No	-	-	-	-	-
Sidewalk	0-2 Sides*	10'	10'	10'	10'	10'
Sidewalk	0-2 Sides*	5'	5'	6'	8'	5'
Bicycle Facility	No	-	-	-	-	-

Note 1: Right-of-Way (ROW) dimension accounts for an extra 2 feet of space on back side of cross-section elements on both sides to account for variables in design and construction (extra 4 feet total added to ROW). ROW is also rounded up to the nearest whole number.

Note 2: Design elements and dimensions for Somewhat Suburban and Somewhat Urban land use characters should be considered with the respective Suburban and Urban categories.

*Reference recommendations table in Appendix J for cross-section elements to be included for a given project.

Revisions
12.09.22 Per ToHS 1st review
3.15.23 Per ToHS 2nd review
5.22.23 Per ToHS 3rd review
06.20.23 Per Staff review

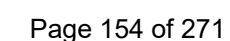
Project
Cass Holt Crossing

Roadway Sections

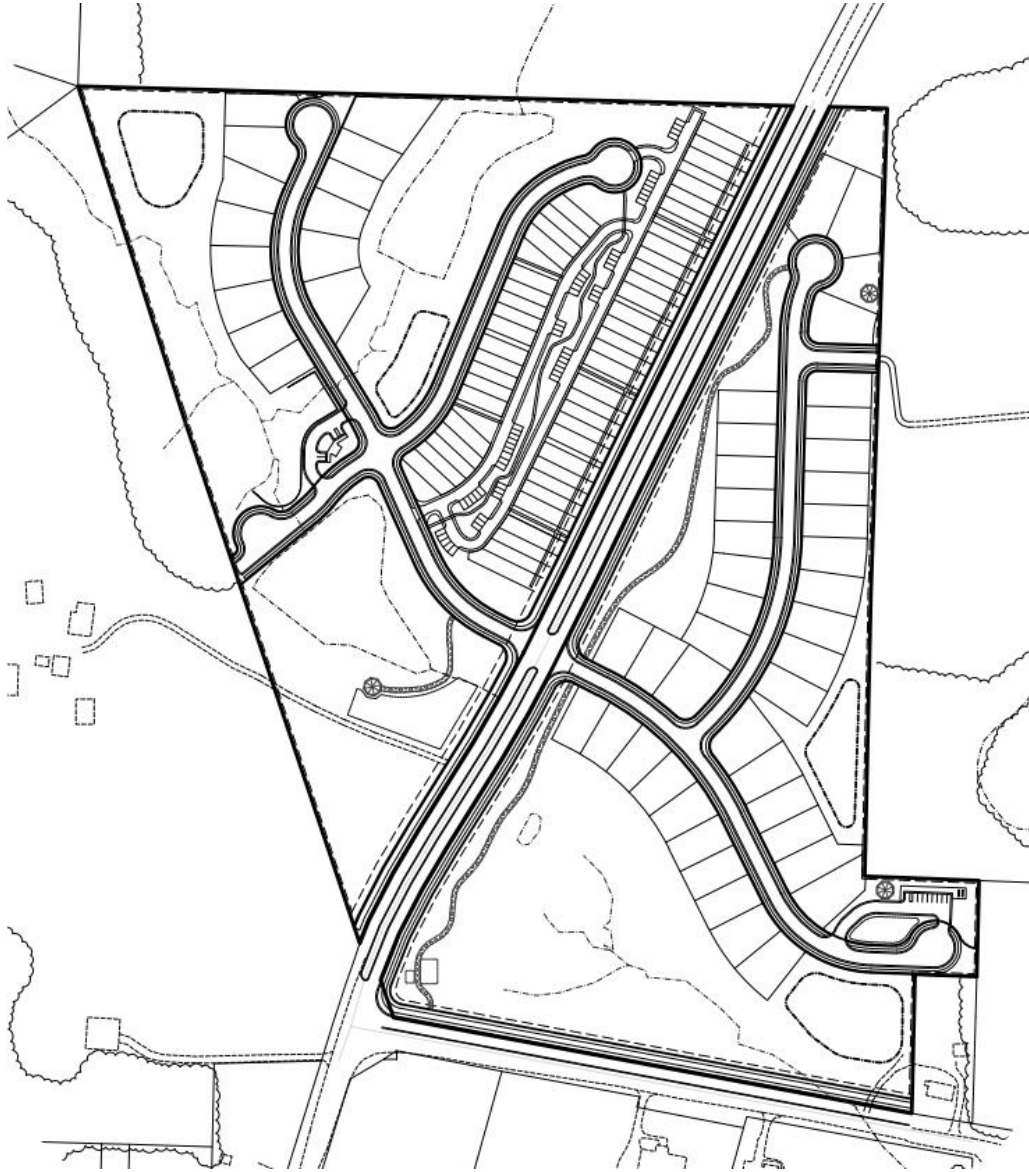
Date
October 28, 2022

Scale
None

Sheet



Cass Holt Crossing



Purpose of Document

This document is intended to describe and justify the proposed Conditional Zoning District application of property to be developed as Cass Holt Crossing, and to present the Development and Design Manual for the proposed development.

Development and Design Manual

The Cass Holt Crossing Illustrative Development Plan is intended to serve as guidance for the design of the project and a basis for review of future development plans for conformity to this rezoning petition. As presented in this rezoning document, the ***Cass Holt Crossing Illustrative Development Plan*** along with the ***Illustrative Building Elevation Views*** and ***Proposed Conditions related to Architectural Treatment*** governing architectural treatment of the homes, constitute the **Development and Design Manual** for the proposed Cass Holt Crossing development.

Property Description

The property subject to this rezoning application is located just north of the intersection of Honeycutt Road and Cass Holt Road. The property abuts the north side of Honeycutt Road and both sides of Cass Holt Road. The property consists of two parcels identified by PIN #s 0648.22.8116 & 0648.31.0294 with a total area of 46.15 acres. Both parcels are currently zoned RR (Rural Residential) and are within the ETJ of the Town of Holly Springs. An exhibit "Existing Conditions" showing existing property conditions follows this page.

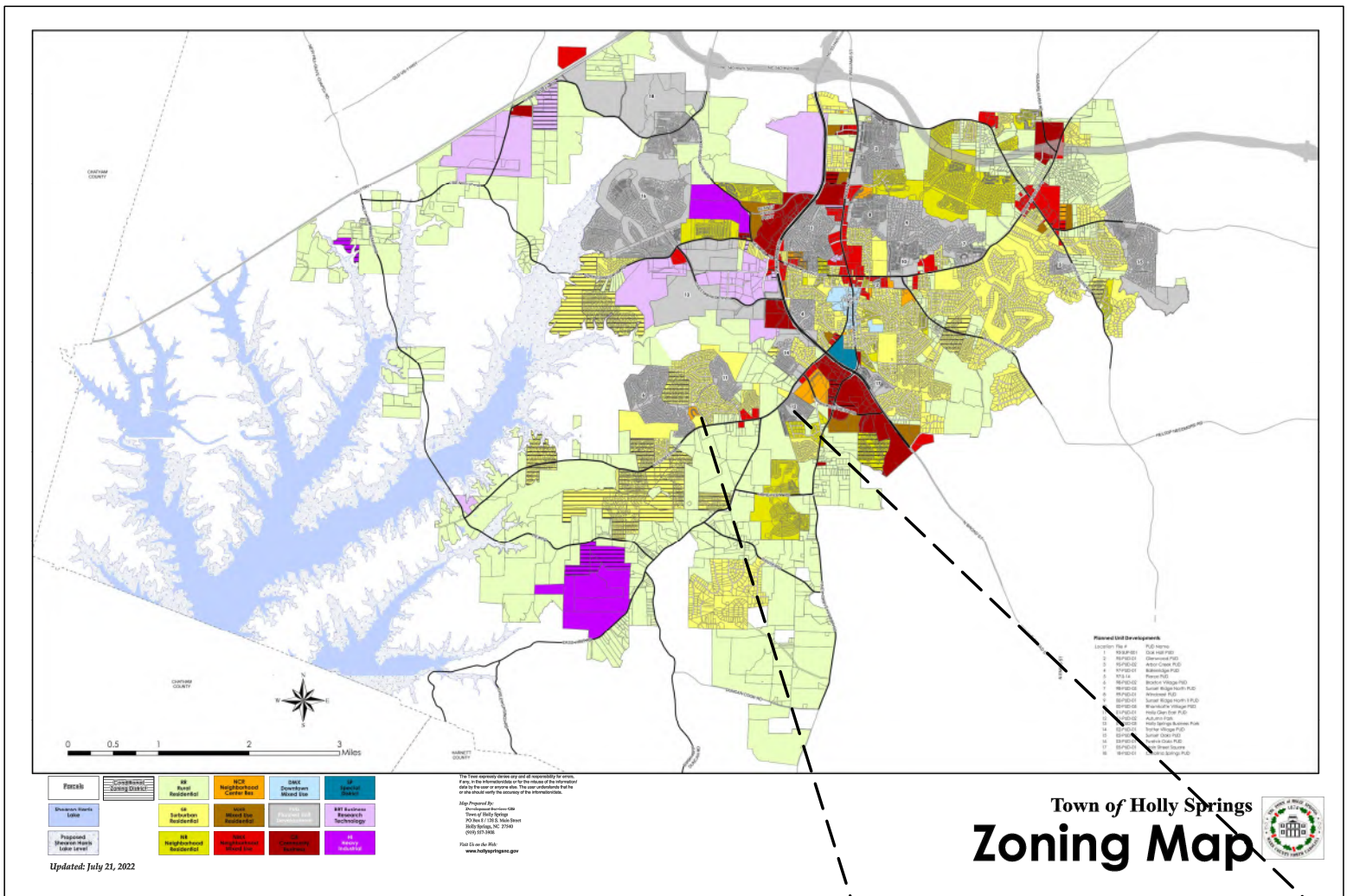
Topographically, the land west of Cass Holt Road slopes generally to the west and south to a buffered stream that bisects the property. The land on the east side of Cass Holt Road slopes generally to the east and south to a non-buffered stream located within an area of jurisdictional wetlands.

Hydrologically, the portion of the property west of Cass Holt Road is generally contributory to Cary Branch, and the portion of the property east of Cass Holt Road is generally contributory to Buckhorn Creek. Both streams are within the Cape Fear River Basin.

Most of the property is devoted to agricultural uses and exists as cultivated fields. Woodlands of mixed pines and hardwoods occupy portions of the property along the streambanks and within areas of wetlands.

Existing Conditions

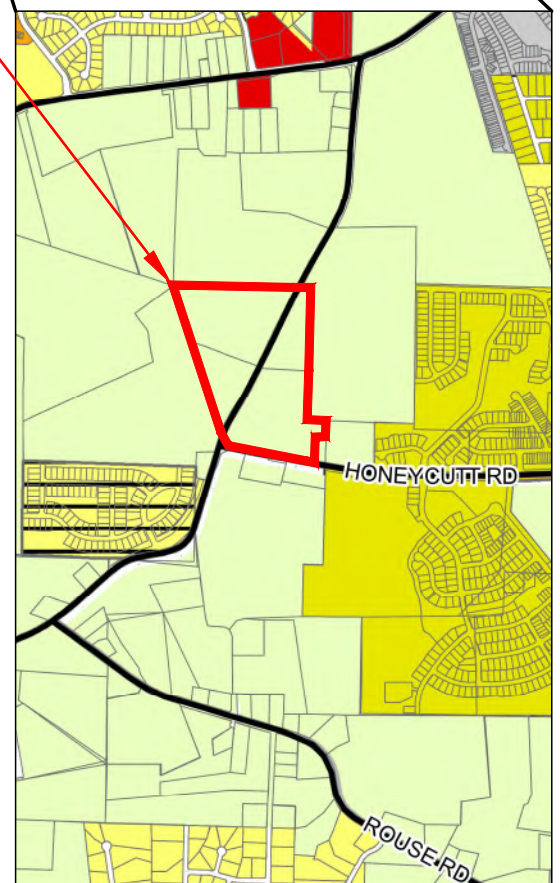


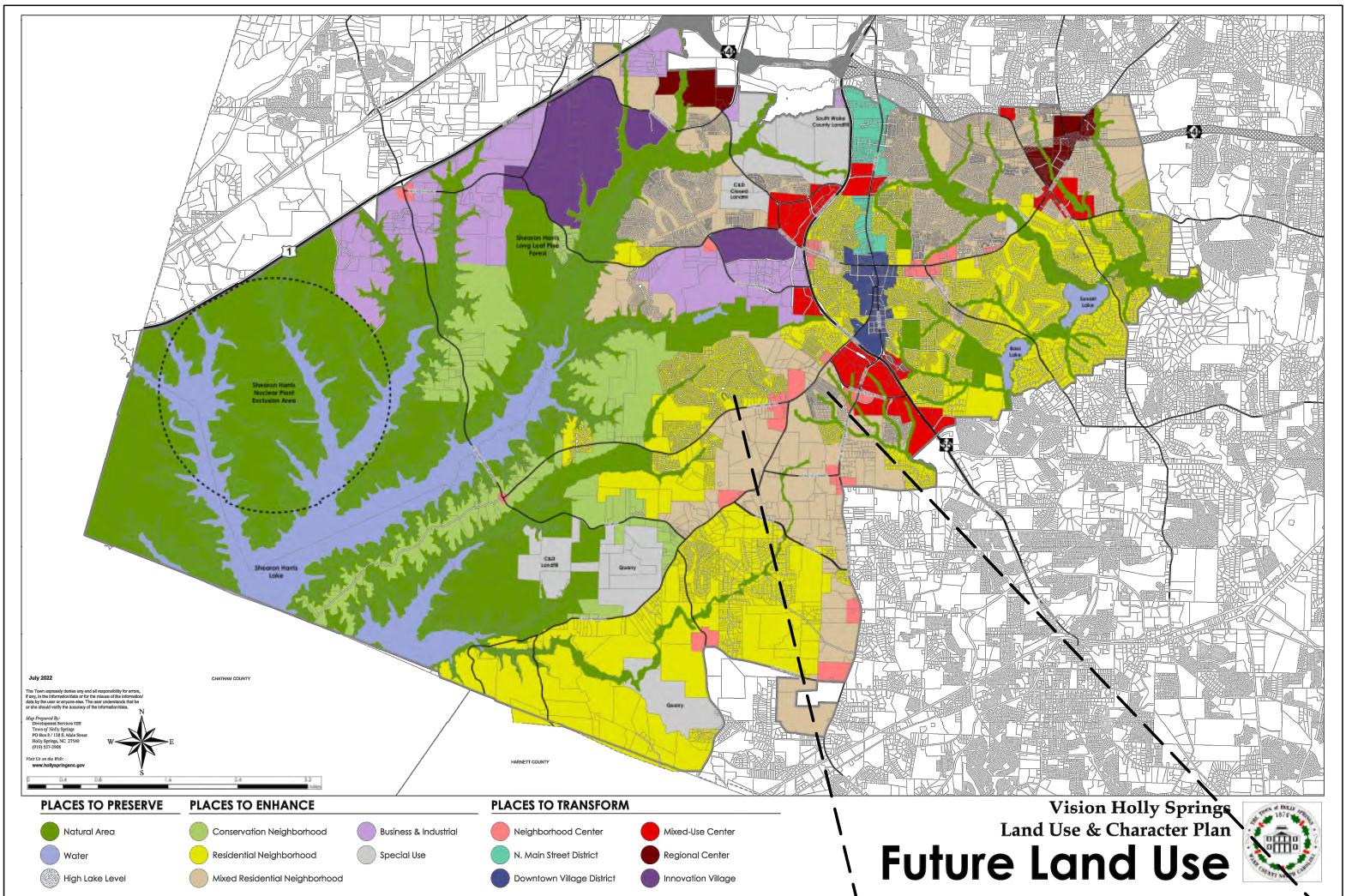


Existing Land Use & Current Zoning

The existing agricultural use of the property is consistent with its current RR zoning. Immediately abutting land uses are agricultural and single family residential. Valencia, a residential development along Cass Holt Road; and Honeycutt Farm, a residential development along Honeycutt Road in close proximity to the property have been rezoned to SR-CU and NR respectively and are in varying stages of development and build-out. Holly Springs High School is located on the east side of Cass Holt Road less than 1000 feet to the north of the property. On the west side of Cass Holt Road, the Town of Holly Springs owns property abutting the property of this rezoning to the north. This Town-owned parcel is designated for a significant municipal recreational park and major trailhead.

SITE

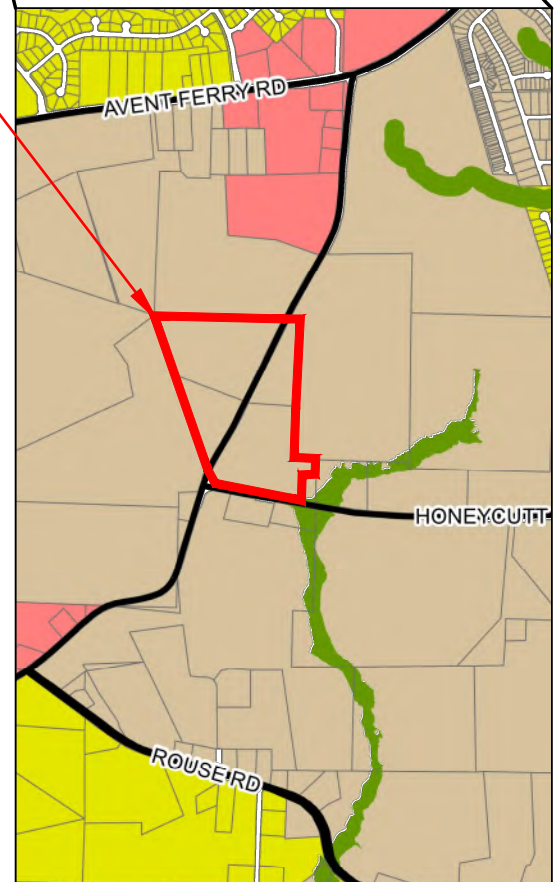




SITE

Future Land Use

The Future Land Use Map of the Town of Holly Springs designates the properties of this rezoning application and the surrounding areas as Mixed Residential Neighborhood. The requested rezoning to Neighborhood Residential Conditional Zoning District is consistent with the goals of the Future Land Use Plan.

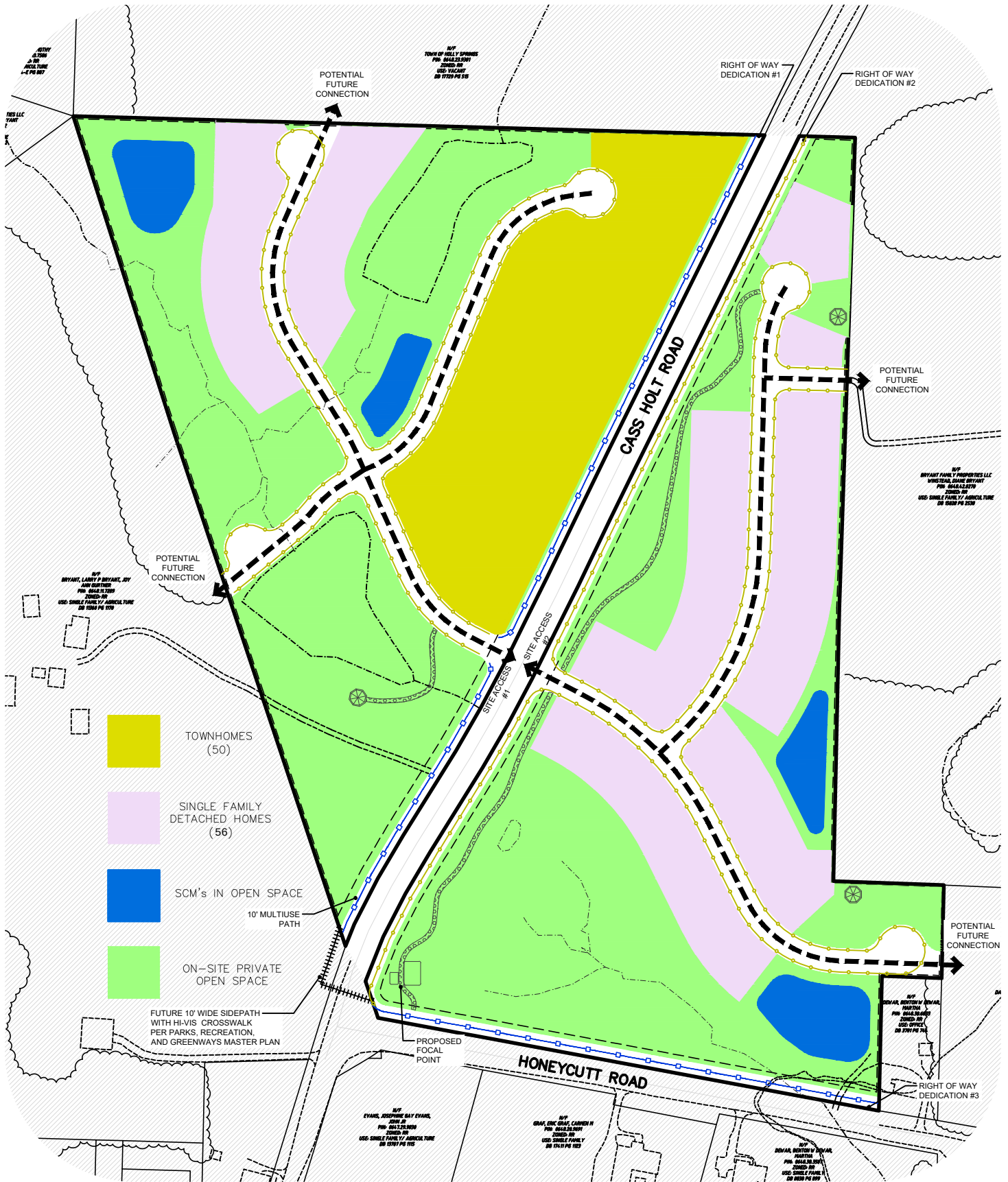


Rezoning Proposal/ Envisioned Development Concept

The envisioned development concept is a residential development consisting of a mix of conventional single family detached residences and attached townhomes served by rear alleys. The land use elements that comprise the area of proposed rezoning are delineated on the attached exhibit “Cass Holt Crossing Master Plan”. As noted on that exhibit, a maximum total of 106 residences are envisioned with the mix being 50 townhomes and 56 single family detached homes

Accompanying this rezoning application is also an exhibit “Cass Holt Crossing Illustrative Plan” depicting the envisioned configuration of streets, lots, and project features. Integral to the plan is the system of open space, walks, trails, and open space enhancements that will ensure an emphasis on pedestrian access and circulation. In conjunction with the walks proposed along both sides of all streets within the development, thematic streetscape design throughout the project will provide continuity and a perception of project identity.

Cass Holt Crossing Master Plan



Cass Holt Crossing

Illustrative Development Plan



Design Flexibility

The Conditional Zoning District process of the Town provides the opportunity for Development Standards Flexibility and Allowances. These provisions afford flexibility to and/or deviations from the development standards of the base districts and other UDO provisions to achieve more quality, innovative, and sustainable neighborhoods that are otherwise restricted by the specific application of UDO requirements.

In accordance with the conditions of the Cass Holt Crossing Conditional District, the proposed project will meet the standards of UDO Section 2 except as modified below:

- The minimum lot frontage for a driveway will be 50 linear feet, with the stipulation that the frontages of no more than 25% of the detached home lots within the project shall be less than 60 linear feet.

Proposed Conditions related to Architectural Treatment

As part of this rezoning petition, the owner proposes the following conditions to be incorporated into the design and development of the residences of Cass Holt Crossing:

1. Materials
 - a. Siding shall be of brick, stone, HardiPlank, or other material of comparable durability, quality and appearance—vinyl siding is not allowed
 - b. Roofs shall be of architectural dimensional 30-year shingles
2. Colors-The palette of colors from which exterior building façade materials may be chosen shall be limited to earthtones, gray, white, and green. Hi intensity colors are prohibited.
3. Foundation/FFE Treatment-Slab-on-grade detached homes shall include visibly exposed foundations of at least 18 inches in height along the front façade of all units. Exposed foundations shall be faced with brick or stone.
4. Square Footage-Single family homes shall have a minimum heated floor area of 2200 s.f. Townhomes shall have a minimum heated floor area of 1600 s.f.
5. Garage Doors-All garage doors shall include window panels or other elements to provide visual surface relief.
6. Spatial relationship of different floor plan models-No two single family homes of the same floorplan/façade or color scheme shall be located within two lots of each other—whether on the same or opposite side of the street. These provisions shall be incorporated into the HOA Association Covenants.
7. Townhome Architectural Treatment—Townhomes shall incorporate a mixture of materials on the elevations, such as brick and siding or stone and siding. Such mixture of materials shall be applicable to the front façades and all exterior townhome walls that face a public street. Additionally, the street-facing façade of each townhome unit will include either a shift in roofline or a gable, a dormer or other similar special feature to add visual interest to the roof.
8. Accessory Dwelling Units—No restrictions or prohibitions shall be imposed upon accessory dwelling units within the project by plats, deeds, or covenants.

9. EV Outlets—Wiring and outlets to accommodate EV charging station installation shall be included in each garage within the development.

These conditions will be incorporated into a detailed Development and Design Manual to be submitted to the Town for review concurrently with development plans for the project. The design manual would govern the design of homes in Cass Holt Crossing and would also serve as the basis for review of proposed building plans by the project's Architectural Review Committee.

Illustrative Building Elevation Views

Appended to this document are façade renderings depicting the envisioned appearance and architectural elements of the residences that will be constructed within Cass Holt Crossing. Although these renderings are illustrative and subject to change and refinement, achievement of the architectural appearance generally depicted by the renderings is offered as a performance condition of this proposed rezoning.



























Ordinance No. RZ23-06

Date Submitted: July 18, 2023

Date Adopted: July 18, 2023

**AN ORDINANCE TO AMEND SECTIONS OF THE CODE OF ORDINANCES
TO MODIFY APPENDIX A: UNIFIED DEVELOPMENT ORDINANCE: OFFICIAL ZONING
MAP AND ADOPT THE COMPATIBILITY STATEMENT REQUIRED BY
NORTH CAROLINA GENERAL STATUTES 160D-605**

WHEREAS, the Town of Holly Springs Town Council adopted Vision Holly Springs: Town of Holly Springs Comprehensive Plan in November 2007; and

WHEREAS, the Town of Holly Springs Town Council has maintained and updated Vision Holly Springs: Town of Holly Springs Comprehensive Plan by adopting Section 1: Land Use & Character Plan in 2019; Section 2: Comprehensive Transportation Plan in 2022, and Section 3: Parks, Recreation and Greenways Master Plan in 2021; and

WHEREAS, the Town of Holly Springs has received a request to modify the Official Zoning Map for 46.15 acres of Wake County PINs 0648310294 and 0648228106 from RR Rural Residential to NR-CD Neighborhood Residential Conditional Zoning District; and

WHEREAS, the Vision Holly Springs: Town of Holly Springs Comprehensive Plan designates said parcels on the Future Land Use Map as Mixed Residential Neighborhood; and

WHEREAS, the requested zoning district proposes land uses that are consistent with the adopted Vision Holly Springs: Town of Holly Springs Comprehensive Plan, and

WHEREAS, the Holly Springs Planning Board reviewed this request at a Public Meeting on June 27, 2023 and recommended approval by a vote of 7-0; and

WHEREAS, in accordance with NCGS § 160D-601, the Town of Holly Springs held a legislative hearing on July 18, 2023 to consider the proposed changes to the Official zoning map; and

WHEREAS, after considering the recommendation of the Holly Springs Planning Board and the public input offered in a public hearing before the Town Council, the Town Council finds amending the Official Zoning Map is consistent with Vision Holly Springs: Town of Holly Springs Comprehensive Plan since the proposed Zoning Map Amendment from RR Rural Residential to NR-CD Neighborhood Residential Conditional Zoning District is consistent with the Future Land Use Plan Map designation of this property as Mixed Residential Neighborhood District and the proposed Neighborhood Residential Conditional Zoning District (CD) would create a mix of residential housing types within a walkable community with connected active and passive open spaces, and

WHEREAS, the Town of Holly Springs Town Council finds the proposed amendment to the Official Zoning Map is reasonable and in the public interest as it will help increase home and

neighborhood choices in Holly Springs; and

NOW THEREFORE, BE IT ORDAINED by the Holly Springs Town Council of the Town of Holly Springs, North Carolina, that the Unified Development Ordinance of The Town is amended as follows:

Part 1: **Amend Unified Development Ordinance Section 1.7 Official Zoning Map** with the following rezoning request: #22-REZ-15 to change the zoning of PINs# 0648310294 and 0648228106 from RR Rural Residential to NR-CD Neighborhood Residential Conditional Zoning District.

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 Rezoning Ordinance are hereby repealed.

Part 3: **SEVERABILITY**

If any section, part of a section, paragraph, sentence, clause, phrase, or word of this Ordinance is for any reason held or declared to be unconstitutional, inoperative or void, such holdings shall not affect the remaining portion of this Ordinance and it shall be construed to have been the legislative intent to pass the Ordinance without such unconstitutional, invalid or inoperative part therein, and the remainder of this Ordinance after the exclusion of such part or parts shall be deemed to be held valid as if such part or parts had not been included therein, or if this Ordinance or any of the provisions thereof shall be held inapplicable to any person, group of persons, property, kind of property, circumstances, or set of circumstances, such holdings shall not affect the applicability thereof to any other person, property or circumstances.

Part 4: **INCLUSION IN 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 July 18, 2023 in accordance with the laws of the State of North Carolina.

Adopted this, the 18th day of July 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#: 15.

New Business

Title: Declaration Establishing School No Parking Zones

Strategic Priority Area: Safe & Friendly

Staff Resource: Scott Chase, Asst. Town Manager

Action(s):

Declare No Parking, Stopping or Standing School Zones with Restricted Hours in Honeycutt Farm on designated streets to include Alumroot Rd, Clapper Ln, Darter St, Vontega Way, Hibriten Rd, Tiguan Ct, Luftee Ln, Raccoon Path and Kephart Way and all of Garrison subdivision streets.

Explanation:

- In an effort to address nuisance issues in the Honeycutt Farm and Garrison neighborhoods resulting from Holly Springs High School (HSHS) student parking in these adjacent neighborhoods, a request is being made to declare No Parking, Stopping or Standing School Zones with Restricted Hours in Honeycutt Farm on designated streets to include Alumroot Rd, Clapper Ln, Darter St, Vontega Way, Hibriten Rd, Tiguan Ct, Luftee Ln, Raccoon Path and Kephart Way and all of Garrison subdivision streets.
- Town staff is advancing the request of the No Parking Zones at the July 18 meeting, in order to have signage fabricated in time prior to the 2023-24 HSHS school year. Amendments to the parking section of the Town Code of Ordinances will be presented for consideration at the August 15, 2023 Town Council meeting.
- Collective strategies and proposed changes will include:
 - Creating a No Parking Zone during school days and hours in designated sections of Honeycutt and Garrison neighborhoods
 - Erecting No Parking Signage in designated areas to include larger No Parking Signage and Information at the entrances of these neighborhoods
 - Increasing fines and citation amounts based on illegal parking offenses (modifications to the Town Code of Ordinances Division 6 - Stopping, Standing, Parking and Traffic Control will be presented at the August 15 Town Council meeting)
- A communications plan has been developed and is ready for execution upon Town Council establishing the zones to include communication from the HSHS to parents and students.

Background:

- In early May 2023, the town started receiving complaints about students parking in the neighborhoods of Honeycutt Farm and Garrison, adjacent to Holly Springs High School (HSHS). The documented complaints included littering, noise, damage to private property, and reckless driving.

Town Council Business Meeting
July 18, 2023

- At the June 6 Town Council meeting, residents of the neighborhood spoke during the public comment period requesting a deterrent to students parking in the neighborhood.
- Since the June 6 meeting, town staff and the Holly Springs High School Principal have been meeting weekly to determine the best course of action to address the issues resulting from student parking, including meetings with residents of both Garrison and Honeycutt Farm.
- On July 12, staff presented to residents of the impacted neighborhoods proposed solutions based on the potential to improve the situation while balancing a variety of community interests, legal constraints, administrative feasibility, and enforcement effectiveness.
- Comments received during the July 12 meeting include:
 - Concerns over parking beyond student parking for sporting events such as Wake FC and speeding within the neighborhood
 - Existing designated parking (striped) in locations such as the dog park and in front of townhomes
 - Drop-off of students is no longer allowed and the shift in traffic to Avent Ferry (car pool lines)
 - Schools should provide enough parking and not park in the neighborhood
 - Feedback on where additional signage should go
 - Security and safety of school with access to the sidewalk connection to neighborhood
- The first day of school for Holly Springs High School is on August 28, 2023.
- If approved by Town Council, signage installations would occur prior to the start of the 2023-24 HSHS school year.
- The proposed new enforcement measures will be monitored after implementation to assess the effectiveness and whether any potential refinements are necessary based on analysis and community feedback.

Funding Source(s):

N/A

Attachment(s):

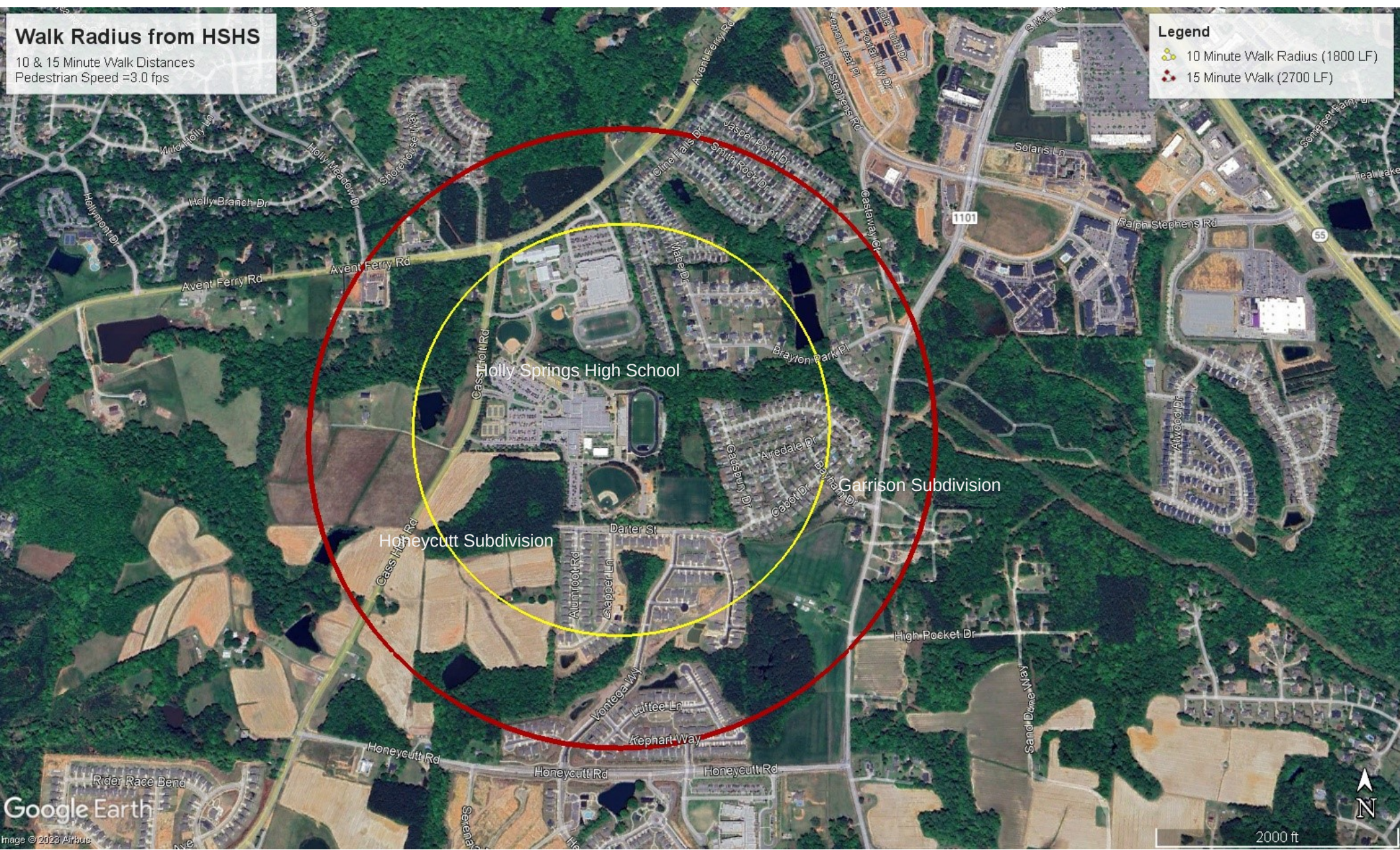
1. HC Farm Parking Exhibit
2. draft signage
3. proposed sign locations

Walk Radius from HSHS

10 & 15 Minute Walk Distances
Pedestrian Speed = 3.0 fps

Legend

-  10 Minute Walk Radius (1800 LF)
-  15 Minute Walk (2700 LF)



Proposed Signage



Entrance Sign – 24"x 30" (overall)
Awaiting official proof

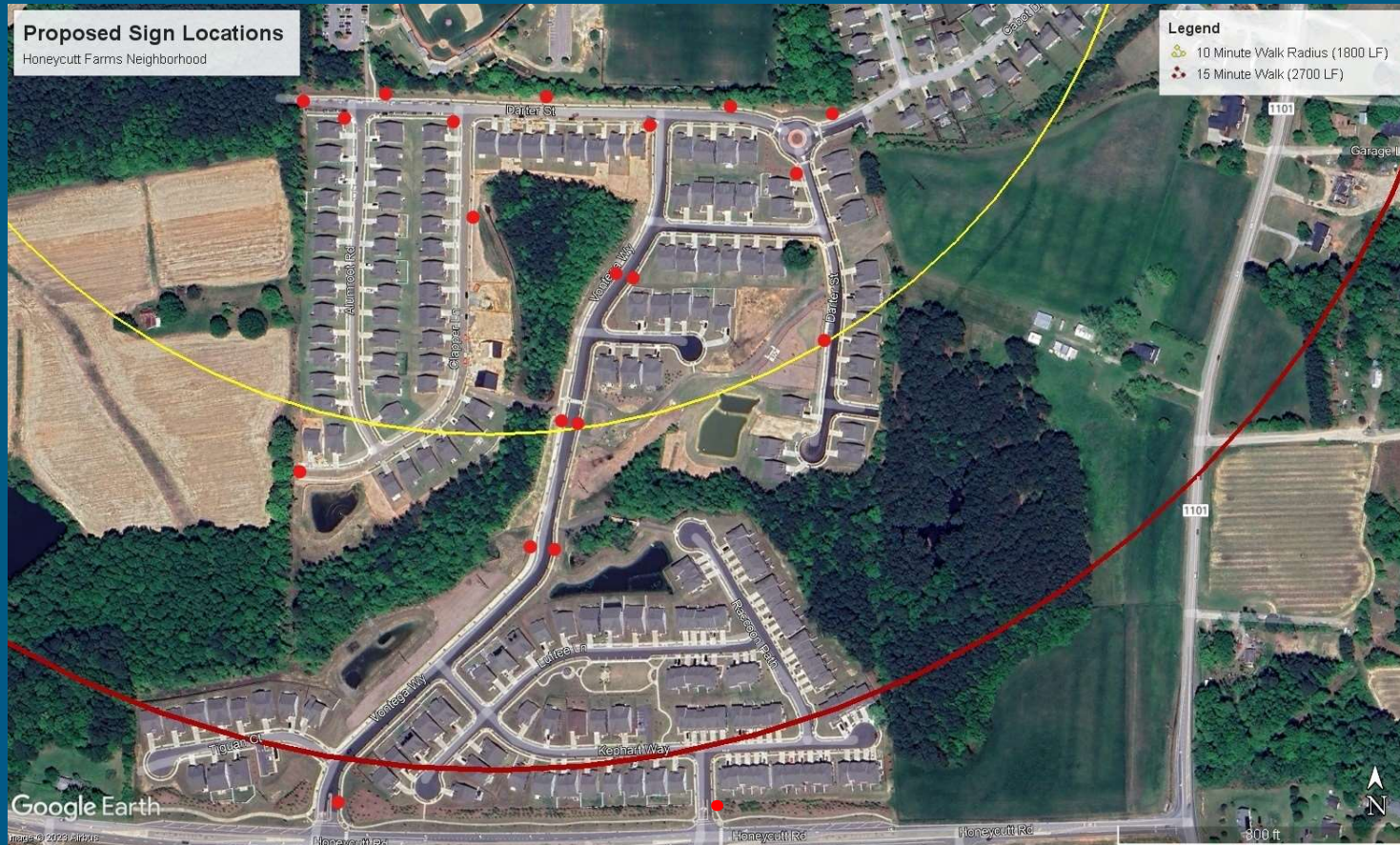


Interior Sign – 12" x 24" (overall)



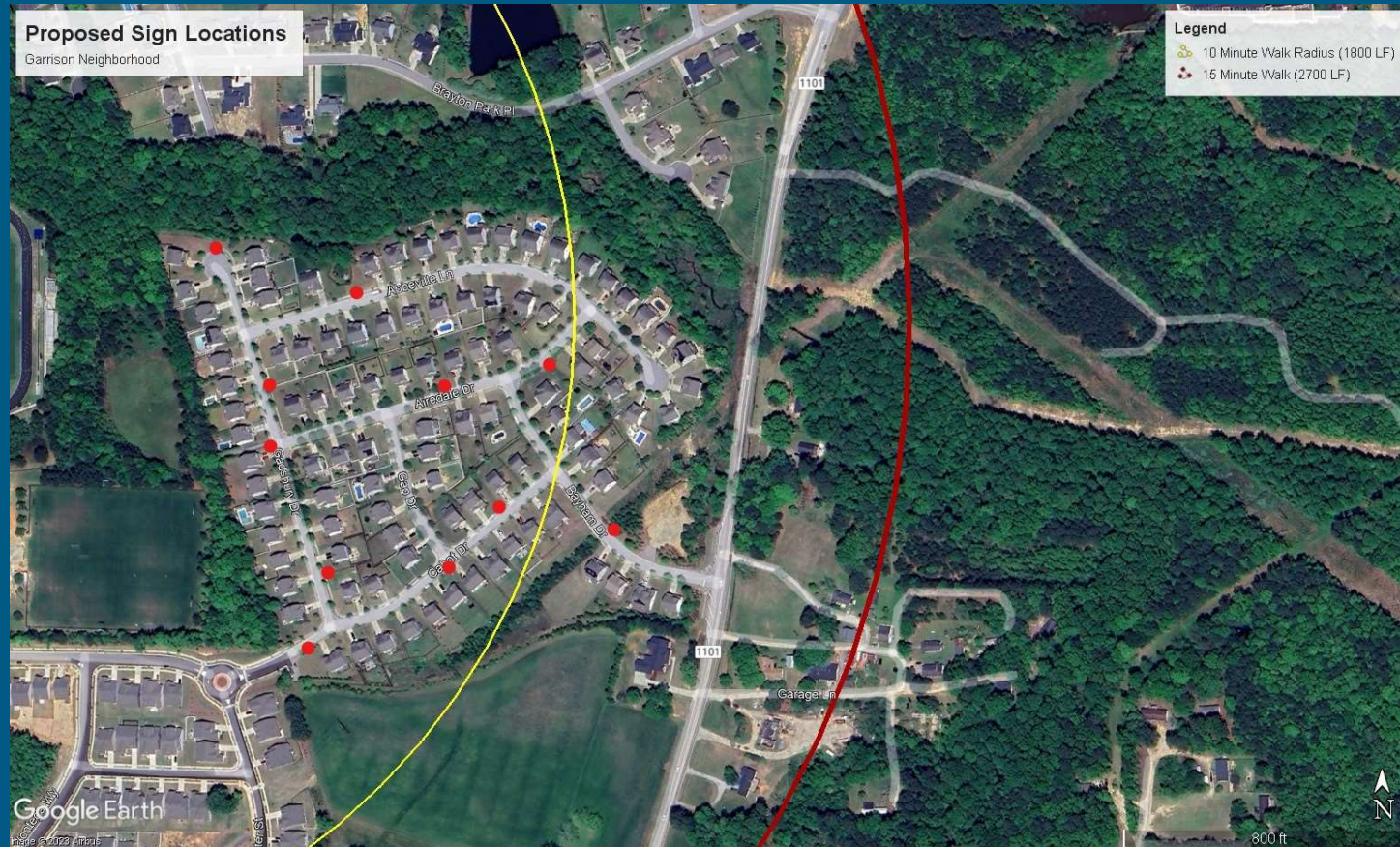
Preliminary Sign Locations

Honeycutt Farm – North Neighborhood



Preliminary Sign Locations

Garrison Neighborhood





Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 16.

New Business

Title: 2023 Limited Obligation Bonds Initial Resolution

Strategic Priority Area: Responsible & Balanced Growth
Organizational Excellence

Staff Resource: Tina Stroupe, Finance

Action(s):

- Adopt the Initial Resolution authorizing the negotiation of an installment financing contract, calling for a public hearing and directing publication of the Notice of Public Hearing, directing application to the Local Government Commission, and direction to retain the necessary professionals essential for the debt issuance process.

Explanation:

- Staff recommends the financing of the construction and equipping of a new fire station, known as Fire Station 3, the acquisition of a fire truck and Phase 1A of the new Operations Campus through issuance of Limited Obligation Bonds (LOBs) with approval from the Local Government Commission (LGC).
- A Limited Obligation Bond is an approved form of municipal financing in North Carolina whereby the debt is sold to investors and the debt is secured (or collateralized) using the acquired asset or another asset of the municipality.
- Phase 1A of the Operations Campus will consist of sitework for the new campus. Once completed, the new Operations Campus will consist of two buildings: the Administration Building, which will house the Utilities and Infrastructure and Developments Services departments, and the Operations building, which will house the Public Works department.
- The financing of the projects will not exceed the amount of \$17,000,000.

Background:

- The proposed Operation Campus will be situated on a 30-acre plot of land, adjacent to the Town's WWTP (Wastewater Treatment Plant). In the initial phase, Phase 1A, there will be several developments, including the extension of Bumgardner Road leading to the property, the construction of a new gravel access drive, and the establishment of a 2.3-acre laydown area. Phase 1A is scheduled to commence in July 2023 and is expected to reach completion by December 2023. Subsequently, Phase 1B will involve the construction of a new Administration Building, Operations Building, Citizens Convenience Center, as well as dedicated areas for vehicle and equipment storage. Phase 1B is planned to commence in the summer of 2024 and is anticipated to be finalized by late 2025.

- Fire station #3 is situated on the southern side of Woods Creek Road, at its intersection with Woodsfield Dead End Road. This site is within a +/-1,700-acre tract owned by Duke Energy Progress, LLC and will serve as a replacement for the current fire station #3, which is located off Friendship Road. The proposed station is designed as a one-story, three-bay facility spanning 14,000 square feet. It will include various features, such as a decontamination room, a kitchen and dining room, bedrooms, a laundry room, a workroom, and a touchdown space for the Holly Springs Police Department, among others. Construction is scheduled to commence in September 2023 and is projected to reach completion by late 2024.
- The need for two ladder trucks is determined by the North Carolina Department of Insurance in their public protection rating process, and the growth in Holly Springs necessitates two fully operational ladder trucks. The National Fire Protection Association, NFPA, consensus standard 1901, Annex D states rigs older than 20 years should be placed into reserve status and/or refurbished, and should be removed from service at 25 years. The current Ladder #255 is a 2001 model and is 22 years old. Ladder #255's dependable performance has gradually declined, rendering it out of service for a number of days in recent years. This prolonged downtime poses a risk to public safety and the ability of our fire department to effectively respond to emergencies. In light of these circumstances, it is necessary to acquire a new ladder truck that can meet the demands of modern firefighting, ensuring the prompt and efficient rescue of individuals in distress and safeguarding our community's well-being.

Funding Source(s):

- Proceeds from Limited Obligation Bonds

Attachment(s):

1. Notice of Public Hearing - Holly Springs 2023 LOBs 7.18.23
2. Notice to JLCOLG - Holly Springs 2023 LOBs 7.12.13
3. Resolution 23-20 LOB for Fire Station 3

NOTICE OF PUBLIC HEARING

The Town Council (the “*Town Council*”) of the Town of Holly Springs, North Carolina (the “*Town*”) is considering (1) entering into an installment financing contract in an amount not to exceed \$17,000,000 (the “*Contract*”) to finance the construction and equipping of a new fire station (“*Fire Station 3*”), the acquisition of a fire truck, and sitework for a new operations center (collectively, the “*2023 Projects*”) and (2) executing and delivering a deed of trust, security agreement and fixture filing (the “*Deed of Trust*”) related to the Town’s fee simple interest in Fire Station 3, together with the improvements thereon (collectively, the “*Mortgaged Property*”), as may be required by the entity providing the funds to the Town under the Contract. Fire Station 3 will be located at 114 Cinder Station Road, Apex, North Carolina 27539.

The Mortgaged Property identified above will be mortgaged under the Deed of Trust. The Contract and the Deed of Trust permit the Town to enter into amendments to finance additional projects using the Mortgaged Property as collateral and the Town may or may not grant additional collateral in connection with such amendments. On payment by the Town of all installment payments due under the Contract, including any future amendments to finance or refinance projects, the Deed of Trust and any lien created thereunder will terminate and the Town’s title to the Mortgaged Property will be unencumbered.

NOTICE IS HEREBY GIVEN, pursuant to Section 160A-20 of the General Statutes of North Carolina, that on August 15, 2023 at or about 7:00 p.m. the Town will conduct a public hearing in the Holly Springs Town Hall, Council Chambers, 128 S. Main Street, Second Floor, Holly Springs, NC, 27540, concerning the approval of the execution and delivery of the Contract and the Deed of Trust and the Town’s financing of the 2023 Projects. All interested parties are invited to present comments at the public hearing.

/s/ LINDA MCKINNEY

Town Clerk

Town of Holly Springs, North Carolina

Published: August __, 2023

**NOTICE TO JOINT LEGISLATIVE COMMITTEE ON LOCAL GOVERNMENT
OF PROPOSED LOCAL GOVERNMENT FINANCING**

July 12, 2023

Joint Legislative Committee on Local
Government
16 West Jones Street
Raleigh, North Carolina 27601
Attention: Committee Chairs and Committee
Assistant

Fiscal Research Division
Legislative Office Building
300 North Salisbury Street, Suite 619
Raleigh, North Carolina 27603-5925
Attention: Director

North Carolina Local Government Commission
3200 Atlantic Avenue
Raleigh, North Carolina 27604
Attention: Secretary

***Not to exceed \$17,000,000
Town of Holly Springs, North Carolina
Installment Financing Contract***

In accordance with N.C. Gen. Stat. §120-157.2(a), the Town of Holly Springs, North Carolina (the “*Town*”) hereby notifies you of its intent to execute and deliver an installment financing contract (the “*Contract*”) with either the Holly Springs Public Facilities Corporation (the “*Corporation*”) or a financial institution to be determined, pursuant to which the Town will use the proceeds to (1)(a) finance the capital costs of the construction and equipping of a new fire station (“*Fire Station 3*”), (b) finance the acquisition of a fire truck, and (c) finance sitework for a new operations center, and (2) pay certain costs incurred in connection with the financing.

The Town expects that the Contract will have a term of approximately 20 years or less and that the amount advanced to the Town under the Contract, or in the alternative, executed and delivered by the Corporation as limited obligation bonds, will be approximately \$17,000,000. The Town’s obligations under the Contract will be secured by a deed of trust on the site on which Fire Station 3 will be located. The obligation of the Town to make the Installment Payments and Additional Payments (each as defined in the Contract) shall constitute a limited obligation of the Town, payable solely from currently budgeted appropriations of the Town and shall not constitute a general obligation or other indebtedness of the Town within the meaning of the Constitution of the State of North Carolina (the “*Constitution*”) or a direct or indirect pledge of the faith and credit or taxing power of the Town within the meaning of the Constitution.

The Town expects that the North Carolina Local Government Commission (the “*Commission*”) will consider for approval the Town’s proposal to execute and deliver the Contract at the Commission’s September 12, 2023 meeting, or such later meeting as the Town and the Commission may determine.

TOWN OF HOLLY SPRINGS, NORTH CAROLINA

By: _____
Tina Stroupe
Finance Director



Resolution No. 23-20

Date Adopted: July 18, 2023

Effective Date: July 18, 2023

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HOLLY SPRINGS, NORTH CAROLINA, AUTHORIZING THE NEGOTIATION OF AN INSTALLMENT FINANCING CONTRACT AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS THERETO

WHEREAS, the Town of Holly Springs, North Carolina (the “*Town*”) is a validly existing municipal corporation of the State of North Carolina (the “*State*”), existing as such under and by virtue of the Constitution, statutes and laws of the State;

WHEREAS, the Town has the power, pursuant to the General Statutes of North Carolina to (1) enter into installment contracts in order to purchase, or finance or refinance the purchase of, real or personal property and to finance or refinance the construction or repair of fixtures or improvements on real property and (2) create a security interest in some or all of the property financed or refinanced to secure repayment of the purchase price;

WHEREAS, the Town Council of the Town (the “*Town Council*”) hereby determines that it is in the best interest of the Town to finance the construction and equipping of a new fire station (“*Fire Station 3*”), the acquisition of a fire truck, and sitework for a new operations center (collectively, the “*2023 Projects*”);

WHEREAS, the Town will enter into an installment financing contract (the “*Contract*”) with either the Holly Springs Public Facilities Corporation or a financial institution to be determined to finance the 2023 Projects;

WHEREAS, the Town Council hereby determines that it is in the best interest of the Town to finance the 2023 Projects by (1) entering into the Contract in order to finance the capital costs of the 2023 Projects, and (2) entering into a deed of trust, security agreement and fixture filing (the “*Deed of Trust*”) related to the Town’s fee simple interest in the real property on which Fire Station 3 will be located (the “*Mortgaged Property*”), that will provide security for the Town’s obligations under the Contract;

WHEREAS, the Town hereby determines that the 2023 Projects are essential to the Town’s proper, efficient and economic operation and to the general health and welfare of its inhabitants; that the 2023 Projects will provide an essential use and will permit the Town to carry out public functions that it is authorized by law to perform; and that entering into the Contract and Deed of Trust is necessary and expedient for the Town by virtue of the findings presented herein;

WHEREAS, the Town hereby determines that the Contract allows the Town to finance the 2023 Projects and take title thereto at a favorable interest rate currently available in the financial marketplace and on terms advantageous to the Town;

WHEREAS, the Town hereby determines that the estimated cost of financing the 2023 Projects is an amount not to exceed \$17,000,000, and that such cost of the 2023 Projects exceeds the amount that can be prudently raised from currently available appropriations, unappropriated fund balances and non-voted bonds that could be issued by the Town in the current fiscal year pursuant to Article V, Section 4 of the Constitution of the State;

WHEREAS, although the cost of financing the 2023 Projects pursuant to the Contract is expected to exceed the cost of financing the 2023 Projects pursuant to a bond financing for the same undertaking, the Town hereby determines that the cost of financing the 2023 Projects pursuant to the Contract and the Deed of Trust and the obligations of the Town thereunder are preferable to a general obligation bond financing or revenue bond financing for several reasons, including but not limited to the following: (1) the cost of a special election necessary to approve a general obligation bond financing, as required by the laws of the State, would result in the expenditure of significant funds; (2) the time required for a general obligation bond election would cause an unnecessary delay which would thereby decrease the benefits of the 2023 Projects; and (3) no revenues are produced by the 2023 Projects so as to permit a revenue bond financing;

WHEREAS, the Town hereby determines that the estimated cost of financing the 2023 Projects pursuant to the Contract reasonably compares with an estimate of similar costs under a bond financing for the same undertaking as a result of the findings delineated in the above preambles;

WHEREAS, the Town anticipates that any property tax increase, if necessary, to pay installment payments falling due under the Contract will not be excessive;

WHEREAS, Parker Poe Adams & Bernstein LLP, as bond counsel ("*Bond Counsel*"), will render an opinion to the effect that entering into the Contract and the transactions contemplated thereby are authorized by law;

WHEREAS, no deficiency judgment may be rendered against the Town in any action for its breach of the Contract, and the taxing power of the Town is not and may not be pledged in any way directly or indirectly or contingently to secure any money due under the Contract;

WHEREAS, the Town is not in default under any of its debt service obligations;

WHEREAS, the Town's budget process and Annual Budget Ordinance are in compliance with the Local Government Budget and Fiscal Control Act;

WHEREAS, the Town believes, to the best of its knowledge, that its debt management and contract obligation payment policies have been carried out in strict compliance with the law, and the Town has not been censured by the North Carolina Local Government Commission (the "*LGC*"), external auditors or any other regulatory agencies in connection with such debt management and contract obligation payment policies;

WHEREAS, a public hearing on the Contract after publication of a notice with respect to such public hearing must be held and approval of the LGC with respect to entering the Contract must be received; and

WHEREAS, the Town hereby determines that all findings, conclusions and determinations of the Town in this Resolution are subject to modification or affirmation after all interested parties have been afforded the opportunity to present their comments at a public hearing regarding the execution and delivery of the Contract and the Deed of Trust and the 2023 Projects to be financed.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF HOLLY SPRINGS, NORTH CAROLINA, AS FOLLOWS:

Section 1. Authorization to Negotiate the Contract. The Mayor, the Town Manager, and the Finance Director, individually and collectively, the ("*Authorized Officers*"), with advice from the Town Attorney, are hereby authorized and directed to proceed and negotiate on behalf of the Town for the financing of the 2023 Projects and the costs related to the execution and delivery of the Contract for a principal amount not to exceed \$17,000,000 under the Contract to be entered into in accordance with the provisions of Section 160A-20 of the General Statutes of North Carolina and to provide in connection with the Contract, as security for the Town's obligations thereunder, a Deed of Trust conveying a lien and interest in the Mortgaged Property, including the improvements thereon, as may be required by the entity, or its assigns, providing the funds to the Town under the Contract.

Section 2. Application to LGC. The Finance Director, or her designee, is hereby directed to file with the LGC an application for its approval of the Contract and all relevant transactions contemplated thereby on a form prescribed by the LGC and to state in such application such facts and to attach thereto such exhibits regarding the Town and its financial condition as may be required by the LGC.

Section 3. Direction to Retain Professionals. The Town Manager and the Finance Director, with advice from the Town Attorney, are hereby authorized and directed to retain the assistance of Parker Poe Adams & Bernstein LLP, as bond counsel; DEC Associates Inc. as financial advisor; U.S. Bank Trust Company, National Association, as trustee (if needed), and PNC Capital Markets LLC, as underwriter (if needed). The Finance Director is hereby authorized to retain such other professionals as she deems necessary in her judgment to carry out the transaction contemplated in this Resolution.

Section 4. Public Hearing. A public hearing (the "*Public Hearing*") shall be conducted by the Town Council on August 15, 2023 at 7:00 p.m. in the Holly Springs Town Hall, Council Chambers, 128 S. Main Street, Second Floor, Holly Springs, NC, 27540, concerning the Contract, the proposed financing of the 2023 Projects, and any other transactions contemplated therein and associated therewith.

Section 5. Actions by the Town. All actions of the Authorized Officers on behalf of the Town with respect to the Contract, whether previously or hereinafter taken, are hereby approved, ratified and authorized.

Section 6. Notice of Public Hearing. The Town Clerk is hereby directed to cause a notice of the Public Hearing to be published once in a qualified newspaper of general circulation within the Town no fewer than 10 days prior to the Public Hearing.

Section 7. Repealer. All motions, orders, resolutions and parts thereof in conflict herewith are hereby repealed.

Section 8. Effective Date. This Resolution is effective on the date of its adoption.

State of North Carolina)
)
Town of Holly Springs) ss:

I, *Linda McKinney*, Town Clerk of the Town of Holly Springs, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of a resolution entitled “**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HOLLY SPRINGS, NORTH CAROLINA, AUTHORIZING THE NEGOTIATION OF AN INSTALLMENT FINANCING CONTRACT AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS THERETO**” duly adopted by the Town Council of the Town of Holly Springs, North Carolina at a meeting held on the 18th day of July, 2023.

WITNESS my hand and the corporate seal of the Town of Holly Springs, North Carolina, this the ____ day of July, 2023.



Linda McKinney
Town Clerk
Town of Holly Springs, North Carolina



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 17.

New Business

Title: Interlocal Agreement (ILA) Water Treatment Plant Expansion and Construction Management Agreement

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

Staff Resource: Kendra Parrish, Utilities and Infrastructure

Action(s):

Adopt Resolution 23-19 to approve the Interlocal Agreement and Construction Management Agreement between the Town of Holly Springs, the Town of Fuquay-Varina, the Town of Pittsboro, and the City of Sanford for the expansion, management, and operation of the Sanford Regional Water Filtration Facility.

Explanation:

- The Town of Holly Springs, the Town of Fuquay-Varina, the Town of Pittsboro, and the City of Sanford seek to jointly undertake the expansion of the Sanford Regional Water Filtration Facility (WFF) from 12 million gallons per day (MGD) to 30 MGD and share in ownership and costs associated with the operation of the 30 MGD facility.
- The key benefits to a joint water plan expansion include regional collaboration, shared capital costs, economies of scale, ability to leverage existing State of North Carolina Cape Fear water permits held by the City of Sanford, and speed to construct the water plant expansion versus starting from scratch, if the Town of Holly Springs were to build its first water plant on its own.
- Water is the life blood of the community. Water is needed every day and is expected from our current and future residents for safety and security.
- An interlocal agreement (ILA) is necessary to outline the roles and responsibilities of the municipalities that are members of the partnership.
- Key ownership and operating provisions in the ILA include:
 - Proportional plant ownership interest based on the Town's allocated water capacity
 - City of Sanford retains sole operational responsibility
 - Sanford will own, operate, and maintain the meter at the designated point of delivery
 - The parties' purchased capacities in the Expanded WFF are as follows:
 - Sanford = 17.0 MGD
 - Fuquay-Varina = 6.0 MGD
 - Holly Springs = 4.0 MGD
 - Pittsboro = 3.0 MGD
 - The terms of the agreement is 99 years with an option to renew.
 - The ownership of the plant is as follows:
 - Sanford = 59.5%

- Fuquay Varina = 18.7%
- Holly Springs = 12.5%
- Pittsboro = 9.3%
- The Sanford Water Filtration Facility expansion project bid documents are currently pending North Carolina Department of Environmental Quality (NCDEQ), Division of Water Infrastructure (DWI) and NCDEQ Public Water System (PWS) approval.
- Bid advertisement is scheduled for mid-late July 2023 and bid opening is anticipated to occur at the end of August 2023.
- In order to carry out the joint undertaking, it is also necessary to enter into a Construction Management Agreement dated on or about August 1, 2023.

Background:

- The town's current water supply is from Harnett County, with resiliency/emergency water connections with Apex, Fuquay-Varina, and Cary.
- The town's current water capacity is 12 million gallons per day (MGD), which will be increased to 16 MGD once the Sanford Water Treatment Plan is expanded and a conveyance line built from Sanford to Fuquay-Varina and Holly Springs (a separate water conveyance ILA is forthcoming with the Town of Fuquay-Varina).
- On September 21, 2021, Town Council approved an ILA with the City of Sanford for cost sharing associated with the design of the Sanford Water Filtration Facility expansion project.
- The Sanford Water Filtration Facility expansion project construction drawings are in the final stages of quality assurance/quality control (QA/QC) with the design engineer.
- Construction is anticipated to take 36 months (projected project completion in late 2026).
- Current total cost projections for all ILA partners, based on 100% design, are
 - Total: \$268 Million (without grants applied),
 - Holly Springs portion for 4 MGD share: \$52 Million (without grants applied)

Funding Source(s):

- Water and Sewer Revenue Bonds (capital investment)
- Water and Sewer Operating Fund (annual maintenance and operating costs pursuant to the ILA)

Attachment(s):

1. 23-19 Resolution Approving ILA Water Treatment Plant Expansion and Construction Management Agreement
2. FINAL Interlocal Agreement for the Expansion of the Water Filtration Facility
3. Construction Management Agreement - Sanford Water Project - v.5



Resolution No. 23-19

Date Adopted: July 18, 2023

Effective Date: July 18, 2023

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HOLLY SPRINGS, NORTH CAROLINA, APPROVING AN INTERLOCAL AGREEMENT FOR THE EXPANSION, MANAGEMENT, AND OPERATION OF THE SANFORD WATER FILTRATION FACILITY BY THE CITY OF SANFORD, THE TOWN OF HOLLY SPRINGS, THE TOWN OF FUQUAY-VARINA, AND THE TOWN OF PITTSBORO, AND AN INTERLOCAL AGREEMENT FOR MANAGEMENT OF CONSTRUCTION OF THE EXPANSION

WHEREAS, the Town of Holly Springs, North Carolina (the "*Town*") is a validly existing municipal corporation of the State of North Carolina, existing as such under and by virtue of the Constitution, statutes and laws of the State of North Carolina (the "*State*"); and

WHEREAS, the Town, City of Sanford, North Carolina, the Town of Fuquay-Varina, North Carolina, and the Town of Pittsboro, North Carolina desire to expand Sanford's water filtration facility from twelve (12) MGD capacity to thirty (30) MGD capacity (the "*Project*"), and share ownership and costs associated with the operation of the Expanded WFF at 30 MGD capacity (the "*Expanded WFF*"); and

WHEREAS, N.C.G.S. § 160A-461 authorizes units of local government to enter into interlocal agreements with each other to execute any undertaking and allows the participating units to determine the reasonable duration of the agreements; and

WHEREAS, N.C.G.S. § 160A-461 requires that interlocal agreements be ratified by resolution of the governing board of each participating unit, and the resolution spread upon the minutes of the governing board; and

WHEREAS, the Town has determined that it is in the best interest of the Town to enter into an interlocal agreement, to be dated on or about August 1, 2023, to undertake the Project (the "*Interlocal Agreement*") with the City of Sanford, Town of Fuquay-Varina, and the Town of Pittsboro, each a validly existing municipal corporation of the State, existing as such under and by virtue of the Constitution, statutes and laws of the State (altogether, the "*Municipalities*"); and

WHEREAS, in order to carry out the joint undertaking contemplated by the Interlocal Agreement, the Town will enter into a Construction Management Agreement, to be dated on or about August 1, 2023, (the "*Construction Management Agreement*"), pursuant to which the Town will (1) designate the City of Sanford as its agent to contract for, coordinate payment of, and manage construction of the Expanded WFF through an interlocal agreement for construction management, and (2) deposit funds with a financial institution to be determined from which the City of Sanford will finance the Project; and

WHEREAS, there have been described to the Town Council the forms of the following documents (collectively, the “*Instruments*”), copies of which have been made available to the Town Council, which the Town Council proposes to approve, enter into and deliver, to effectuate the proposed undertakings:

- (1) the Interlocal Agreement;
- (2) the Construction Management Agreement;

WHEREAS, it appears that each of the Instruments is in an appropriate form and is an appropriate instrument for the purposes intended;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF TOWN OF HOLLY SPRINGS, NORTH CAROLINA, AS FOLLOWS:

Section 1. Ratification. The Town Council hereby ratifies by resolution the Interlocal Agreement and the Construction Management Agreement.

Section 2. Authorization to Execute the Instruments. The form and content of the Instruments are hereby in all respects authorized, approved and confirmed, and the Mayor, the Town Clerk and the Town Manager and their respective designees are hereby authorized, empowered and directed, individually and collectively, to execute and deliver the Instruments, including necessary counterparts, in substantially the form and content presented to the Town Council, but with such changes, modifications, additions or deletions therein as they deem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of the Town’s approval of any and all changes, modifications, additions or deletions therein from the form and content of the Instruments presented to the Town Council. From and after the execution and delivery of the Instruments, the Mayor, the Town Clerk, the Town Manager, the Town Attorney, the Executive Director of Utilities and Infrastructure, and the Finance Director of the Town (the “*Authorized Officers*”), individually and collectively, are hereby authorized, empowered and directed, to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Instruments as executed.

Section 3. Town Representative. The Authorized Officers, individually and collectively, are each hereby designated as the Town’s representative to act on behalf of the Town in connection with the undertakings contemplated by the Instruments. The Authorized Officers and/or designee or designees are in all respects authorized on behalf of the Town to supply all information pertaining to the Town for use in the undertakings contemplated by the Instruments. The Authorized Officers or their respective designees are hereby authorized, empowered and directed, individually and collectively, to do any and all other acts and to execute any and all other documents, which they, in their discretion, deem necessary and appropriate to consummate the undertakings contemplated by the Instruments or as they deem necessary or appropriate to implement and carry out the intent and purposes of this Resolution and the on-going administration of the Instruments.

Section 4. Severability. If any section, phrase or provision of this Resolution is for any reason declared to be invalid, such declaration will not affect the validity of the remainder of the sections, phrases or provisions of this Resolution.

Section 5. Repealer. All motions, orders, resolutions and parts thereof, in conflict herewith are hereby repealed.

Section 6. Effective Date. This Resolution is effective on the date of its adoption.

Adopted by the Holly Springs Town Council on this, the 18th day of July, 2023.

Town of Holly Springs by

Sean Mayefskie, Mayor

ATTEST:

Linda McKinney, Town Clerk



**INTERLOCAL AGREEMENT FOR THE EXPANSION OF THE SANFORD WATER
FILTRATION FACILITY BY THE CITY OF SANFORD, THE TOWN OF HOLLY
SPRINGS, THE TOWN OF FUQUAY-VARINA, AND THE TOWN OF PITTSBORO,
AND THE MANAGEMENT AND OPERATIONS OF THE JOINTLY OWNED
EXPANDED FACILITY**

WHEREAS, N.C.G.S. § 160A-461 authorizes units of local government to enter into interlocal agreements with each other to execute any undertaking and allows the participating units to determine the reasonable duration of the agreements; and

WHEREAS, N.C.G.S. § 160A-461 requires that interlocal agreements be ratified by resolution of the governing board of each participating unit, and the resolution spread upon the minutes of the governing board; and

WHEREAS, the City of Sanford, the Town of Holly Springs, the Town of Fuquay-Varina, and the Town of Pittsboro desire to expand the Sanford Water Filtration Facility (“WFF”) from twelve (12) MGD capacity to thirty (30) MGD capacity (the “Project”), and share ownership and costs associated with the operation of the Expanded WFF at 30 MGD capacity (“Expanded WFF”); and

WHEREAS, the Parties each recognize the importance of the Project to each other, and in particular the continued and uninterrupted operation of the WFF and the delivery of water to the Participants; and

WHEREAS, the Parties each recognize that the City of Sanford is not a guarantor of water; and

WHEREAS, at the completion of the Project, the City of Sanford, the Town of Holly Springs, the Town of Fuquay-Varina, and the Town of Pittsboro will jointly own the Expanded WFF; and

WHEREAS, the Parties desire to memorialize agreements concerning the ownership, management, maintenance, and operation of the Expanded WFF such that all four jurisdictions may secure allocations of Finished Water produced by the plant; and

WHEREAS, the City of Sanford has agreed to construct or let for construction the Project; and

WHEREAS, the Parties agree that the City of Sanford will manage, operate, and maintain the Expanded WFF upon completion of the Project, and the other Parties to this Agreement will own a portion of the Expanded WFF as set out in the agreed-upon Ownership Formula in Section 12; and

NOW, THEREFORE, in consideration of the terms, conditions, covenants and promises to pay contained herein, it is agreed by the Parties as follows:

1. **Parties, Participants, and Obligations.** The initial Parties to this interlocal agreement are the City of Sanford (“Sanford”), the Town of Holly Springs (“Holly Springs”), the Town of Fuquay-Varina (“Fuquay-Varina”), and the Town of Pittsboro (“Pittsboro”) (altogether, the “Parties”). Holly Springs, Fuquay-Varina and Pittsboro are referred to collectively as Participants and each individually as a Participant.

2. **Authority and Consideration.**

- a. **Authority.** Pursuant to N.C. Gen. Stat. § 160A-461 et seq., the Parties have authority to enter into an agreement to expand the WFF and to agree that Sanford will manage and operate the Expanded WFF. Sanford, for \$10.00 and other good and valuable consideration, including the sums of money to be paid by Participants to Sanford as detailed in Sections 6 and 12 of this Agreement, accepts the role of sole manager of the Expanded WFF.
- b. **Consideration.** All Parties agree to all obligations set out in this Agreement in exchange for good and valuable consideration, including the covenants and rights in this Agreement, receipt of which is hereby acknowledged.

3. **Description of the Project.** The Project is the design and construction of an eighteen (18) MGD expansion of the Sanford Water Filtration Facility from its present capacity of twelve (12) MGD to thirty (30) MGD, which includes the elements and their necessary components, generally depicted on the 90% design drawings by Hazen and Sawyer titled “Sanford Water Filtration Facility 30 MGD Expansion” dated December 2022: an administrative facility, a chemical facility, clearwell and associated piping/vaults, existing filter media replacement, Finished Water pump station, granular activated carbon (GAC) absorbers, a maintenance building, raw water intake, residuals handling facilities, and yard piping and vaults.

- a. **Design Responsibilities.** Pursuant to the Interlocal Agreements previously entered into by each Participant with Sanford, dated January 18, 2021 (Town of Fuquay-Varina), September 21, 2021 (Town of Holly Springs), and January 12, 2022 (Town of Pittsboro), Sanford is responsible for engaging and coordinating with an engineering firm for the design of the Project. In addition, Sanford is wholly responsible for bidding, awarding, holding and managing all construction contracts for the Project.
- b. **Timeline for Closing on Financing.** Each Party contemplates the potential need to finance some or all of its Construction Cost Allocation. The Parties agree that time is of the essence in closing on any financing and beginning construction of the Project. Therefore, all Parties agree to take any and all reasonable and necessary steps to close on any bonds that will be used to finance the Construction Cost Allocation according to the timelines set out in this subsection. Prior to putting the Project out for bid, Sanford shall provide an updated engineer’s estimate of the cost to construct the Project (the “Estimated Construction Cost”). The Estimated Construction Cost plus a reasonable contingency cost percentage or a fixed amount as recommended by Sanford shall be the Construction Cost Budget (“Construction Cost Budget”):
 - i. **Timelines and Review of Bids.** The Parties will review this Agreement within ten (10) days after the last day on which bids may be accepted for construction for the Project (“Bid Closing Date”). Sanford shall transmit bid information to the Participants by the close of the next Business Day following the opening of the bids.

1. If the opened bids are within the Construction Cost Budget, the Parties will close on financing no more than ninety (90) days from the Bid Closing Date.
 2. If the opened bids are in excess of the Construction Cost Budget, Sanford will negotiate as permitted by statute and provide Participants notice of the outcome of the negotiations no more than sixty (60) days from the date the bids were opened. If, following this negotiation, the bids are within the construction bond contingency percentage, the Parties will close on financing no more than one hundred twenty (120) days from the date the bids were opened.
 3. If there are insufficient responsive bids, or the Parties need additional time to allow for review by the Local Government Commission, or if any other material requirement has not been met such that Sanford is not prepared to recommend bids to the Sanford City Council for approval, the Parties will determine a reasonable amount of time needed to rebid and finance the Project.
- c. Review Prior to Construction. The Parties will review this Agreement within ten (10) days after bids are taken for construction for the Project. If the bids that Sanford's City Manager is prepared to recommend to Council for approval are in excess of the Construction Cost Budget, any Party may request an adjustment to the Timeline for Closing on Financing set out in Section 3(b) herein, and all Parties will agree to extend the timeline to close on any and all financing needed for the Project of up to an additional thirty (30) days.
 - d. Separate Transmission Line and Supply Line Contracts. The water line(s) that will transmit water from the Expanded WFF to the Point(s) of Delivery (the "Transmission Lines") and Participants' Supply Lines are not part of the Project and are not the subject of this Agreement. Sanford, Fuquay-Varina and Holly Springs will enter into a separate agreement concerning the joint Transmission Line that will serve Fuquay-Varina and Holly Springs. Sanford and Pittsboro will enter into a separate agreement concerning the Transmission Line that will serve Pittsboro.
4. **Meter(s).** Sanford will own, inspect and test the meter(s) at the Point(s) of Delivery. These meters will be read and the information transmitted to the Participants. The Point of Delivery is Participant specific. For Holly Springs and Fuquay-Varina, the Point of Delivery to both Participants is the meter depicted in Exhibit B on the 36" pipeline and noted as the "Flowmeter location." For Pittsboro, the Point of Delivery is the meter on the 36" pipeline depicted in Exhibit B. Parties agree to calibrate the meter(s) using a third party at a frequency of at least once every twelve (12) months. Any Party may request additional calibrations. A meter registering less than two percent (2%) of a variance of the test result shall be deemed to be accurate. If, during the additionally requested calibration, it is determined that the meter is accurate, the Party requesting the additional calibration will pay any and all costs for calibration. If, during the additionally requested calibration, it is determined that the meter is not accurate, Sanford will pay any and all

costs for the additional calibration. The previous readings at any meter disclosed by a test to be inaccurate will be corrected for all months following the last accurate test and before and including the inaccurate test in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water passing through the Point of Delivery during such period will be deemed to be as follows: if the period of failure occurs in the first year of the Term of this Agreement, the amount of water shall be deemed to be the amount delivered in the corresponding period immediately prior to the failure; if the period of failure occurs after the first year of the Term of this Agreement, the amount of water shall be deemed to be the amount delivered in the same period of the prior year; or a different amount agreed to by the Parties.

5. **Other Interim Agreements.** During the design and construction of the Project and upon its completion, some or all of the Parties may enter into additional agreements for the construction or financing of water facilities and purchase of water.

6. **Ownership and Capacity.**

a. **Ownership.** In return for ownership in the Expanded WFF, each Participant agrees to pay its Construction Cost Allocation. Upon completion of the Project and once the Expanded WFF is placed in service, the Parties will own a pro rata share of the Expanded WFF equal to the percentage of ownership stated in Section 12(a), “Ownership Formula.” “Ownership” for Participants includes the purchased capacity as supplied by each Participant’s share of the Expanded Sanford WFF. Concurrently with the execution of this Agreement, each Participant will enter into a Construction Management Agreement that designates Sanford as its agent to contract for the construction, equipping, furnishing, and payment of the Project. Upon ownership transfer, each Participant shall receive a certificate of ownership.

b. **Capacity.** The parties’ purchased capacities in the Expanded WFF are as follows:

- i. Sanford = 17.0 MGD
- ii. Fuquay-Varina = 6.0 MGD
- iii. Holly Springs = 4.0 MGD
- iv. Pittsboro = 3.0 MGD

7. **Prohibited Use of Ownership Share as Collateral.** Each Participant agrees that it will not pledge any portion of the Expanded WFF as collateral.

8. **Term.** The Term of this Agreement is ninety-nine (99) years from the date of the last execution by any Party. This term does not apply to any Party’s ownership in the Expanded WFF. At the end of the Term, each Participant will have the option to renew this Agreement for the period of ninety-nine (99) years under revised provisions mutually agreed on by the Participant and Sanford. This option arises at the end of each Term. The decision of any one Participant to not renew does not impact the ability of the other Participants to renew.

- a. Exercising the Option to Renew: A Participant may indicate its intention to exercise the option to renew this Agreement so long as that Participant owns some portion of the Expanded WFF by (1) providing written notice to Sanford in the manner prescribed in Section 58 herein; or (2) by paying the O&M Costs set out in Section 12(d) that become due following the expiration of the previous term.
- b. Payment Must Be Current before Renewal. A Participant must be current on any and all payments and obligations required under this Agreement in order to exercise the option to renew in Section 8(a).

9. **Management and Operations**. Sanford, by and through its elected officials, appointed officials, employees, contractors, and/or agents, will exercise all management and operations functions of the Expanded WFF for all Parties. In exercising these powers and duties, Sanford will have sole authority and discretion, including the power and duty to appoint the personnel necessary to the execution of this undertaking. In a Force Majeure situation, Sanford will continue to be sole manager.

10. **Payment of Costs**.

- a. As owner of the Expanded WFF, each Participant will pay to Sanford its relative share of each cost outlined in this Agreement, including the Capital Cost Allocation, the O&M Variable Cost Allocation, the O&M Fixed Cost Allocation, and any O&M True-Up, when applicable.
- b. The Parties acknowledge that each Party may finance a portion of its share of the costs of the Expanded WFF with obligations the interest on which is not included in the gross income of the owners thereof for purposes of federal income taxation. Each of the Parties covenants with the other that it will not take any action with respect to its ownership interest in the Expanded WFF and its use of the capacity thereof that would jeopardize the federal income tax treatment of interest on obligations that any other Party issues to finance its share of costs of the Expanded WFF. Each of the Parties agree to provide to all other Parties such certifications and other instruments as may be reasonably requested to evidence compliance with this covenant in connection with the issuance by the any other of debt or similar obligation for such costs.

11. **Capital Improvements**. Sanford has exclusive decision-making authority over anticipated and unanticipated capital improvement costs related to the continued ability of the Expanded WFF to reasonably and prudently provide Finished Water.

- a. Cost for Capital Improvements. Cost will be borne by the Parties as set out in the Capital Improvement Cost Allocation provision in Section 12(c).
- b. Types of Capital Improvements. There are three types of potential capital improvements:
 - i. **Plant Expansions**: Sanford will have the unequivocal right to expand the Expanded WFF, and fund such expansion, without needing consent or

contributions from the Participants and without increasing the Participants' ownership and the proportion of rights and liabilities that follow. Sanford may also increase the Expanded WFF with the participation of any Party or Parties. Further, Sanford may expand the Expanded WFF with any other local government or government not a Party to this Agreement. Sanford may expand the Expanded WFF with a private party provided that Sanford must receive an opinion of nationally recognized bond counsel to the effect that such expansion will not adversely affect the federal and state income tax treatment of the interest on any outstanding bonds of the Parties, the interest in which is intended to be excludable from gross income of the owners thereof for purposes of federal income taxation.

- ii. **Anticipated Capital Improvements:** Sanford retains sole decision-making authority regarding annual capital improvements to the Expanded WFF. Sanford will provide a capital improvement budget estimate to the Participants in February of every year. At the end of each fiscal year, there will be a True-Up for the cost of annual capital improvements. The Participants will pay interest on any amounts paid more than thirty (30) days after the invoice is sent, unless any Participant's share of the capital improvement cost is greater than one million dollars (\$1,000,000), in which case the Parties will agree on a reasonable payment schedule to accommodate necessary financing. If no Participant's share of the capital improvement cost is greater than one million dollars (\$1,000,000), and any Participant fails to make a payment required as a result of the True-Up within thirty (30) days of the date on which the Participant receives an invoice from Sanford concerning amounts due as a result of the True-Up, Sanford may charge such late Participant an amount equal to the amount of the invoice plus interest at the SIFMA Index Rate in effect on the date of the invoice, which payment the late Participant shall pay within seven (7) Business Days. An anticipated capital improvement includes, but is not limited to, a capital improvement listed in Sanford's capital improvement plan.
- iii. **Unanticipated Capital Improvements:** Sanford retains sole decision-making authority regarding unanticipated capital improvements. Sanford will notify the Participants of the need for an unanticipated capital improvement within five (5) Business Days of a reasonable determination of such need. Sanford will tell Participants the estimated cost of the unanticipated capital improvement within a reasonable time of estimating such cost. Costs associated with an unanticipated capital improvement may include use of force account labor and city-owned equipment. The Participants will pay interest on any amounts paid more than thirty (30) days after the invoice is sent, unless any Participant's share of the capital improvement cost is greater than five hundred thousand dollars (\$500,000), in which case the Parties will agree on a reasonable payment schedule to accommodate necessary financing. If no Participant's share of the capital improvement cost is greater than five hundred thousand dollars (\$500,000), and any Participant fails to make a payment required within thirty (30) days

of the date on which the Participant receives an invoice from Sanford concerning amounts due as a result of the unanticipated capital improvement, Sanford may charge such late Participant an amount equal to the amount of the invoice plus interest at the SIFMA Index Rate in effect on the date of the invoice, which payment the late Participant shall pay within seven (7) Business Days.

- c. Five-Year Capital Improvement Plans. Sanford will provide to Participants its proposed five-year capital improvement plan by February 1st of each year and the capital improvement plan adopted by the City Council of the City of Sanford following its adoption.
- d. Budget Amendments. If Sanford needs to make a budget amendment due to an Expanded WFF capital improvement, either anticipated or unanticipated, Sanford will provide reasonable notice of the need for a budget amendment to the Participants.

12. **Ownership and Cost Formulas.**

- a. Ownership Formula: All Parties agree that the value of the WFF for the purposes of this Agreement can be based on the actual cost of the Project. The value of the WFF using the estimated construction cost of the Project is one hundred fifty-eight million dollars (\$158,000,000) at twelve (12) MGD. Based on the value of the estimated construction costs for the Project, the Expanded WFF at the time the Project is complete will be approximately three hundred ninety-five million dollars (\$395,000,000) for thirty (30) MGD. In order to determine each Party's ownership percentage, a Party's Construction Cost Allocation (in dollars) is divided by the value of the Expanded WFF (in dollars). If the cost of construction for the Project increases, each Party's Construction Cost Allocation will increase proportionately as will the value of the WFF. Therefore, the Parties' relative percentage of ownership will remain the same regardless of any change between the current estimated construction cost of the Project and the final construction cost of the Project. The Parties' percentage of ownership in the Expanded WFF will be as follows:
 - i. **Sanford** = 59.5%
 - ii. **Fuquay Varina** = 18.7%
 - iii. **Holly Springs** = 12.5%
 - iv. **Pittsboro** = 9.3%
- b. Construction Cost Allocation: The Parties will pay their proportionate share of construction cost for the Project in the manner required pursuant to the Construction Management Agreement and as set out in Exhibit C, page 2, in accordance with Section 6.

- c. Capital Improvement Cost Allocation: Upon substantial completion of the Project, and on a monthly basis thereafter, the Parties will pay their percentage share of capital improvement costs for the Expanded WFF, which percentages are set out in Exhibit D, the “Partner Usage and Capacity Summary” chart under “Percent Capacity in Expanded WFF,” and which correspond to the Parties’ purchased capacity set out in Section 6(b).
- d. Operation and Maintenance (O&M) Costs: On or around February 1st of each fiscal year, each Participant will provide to Sanford an estimate of the amount of water that Participant expects to draw from the Expanded WFF over the next fiscal year (the “Estimated Use for O&M”). The Participants will pay Sanford O&M Variable Costs based on the Estimated Use for O&M. Within fifteen (15) days of the end of each quarter of the fiscal year, Sanford will provide to the Participants an accounting of the actual O&M costs versus the amounts that the Participants have paid, excluding any due or paid Overage Charge. No later than thirty (30) days from the date that Sanford provides an invoice to the Participant, the Parties will reconcile the actual O&M costs and paid O&M costs. Any due and/or paid Overage Charge will not factor into that calculation.
 - i. **O&M Variable Cost**: On a monthly basis, the Parties will pay their proportionate share of variable operations and maintenance costs for the Expanded WFF based on the volume of water passing through the relevant Point of Delivery and the formula set out in the example in Exhibit D, unless otherwise provided in this Agreement. Variable Costs will be those categories listed in Exhibit E.
 - ii. **O&M Fixed Cost**: Upon substantial completion of the Project, and on a monthly basis thereafter, the Parties will pay their proportionate share of fixed operations and maintenance for the Expanded WFF according to the formula set out in the example in Exhibit D. Fixed Costs will be those categories listed in Exhibit E.
 - iii. **O&M True-Up**: The Parties will reconcile actual amounts of O&M for the Expanded WFF incurred during the year and amounts the Participants paid for O&M during the year, excluding any due or paid Overage Charge, and any difference owed to or from any Party will be reconciled and paid by December 31st of the same year.
- e. Interest Rate Applicable for Late Payments. If any Participant fails to make a payment required under Section 12(c) or (d) of this Agreement within thirty (30) days of the date on which the Participant receives an invoice from Sanford, and such payment is not otherwise governed by the Construction Management Agreement, Sanford may, at its option, pay any amounts owed on the late Participant’s behalf and charge such late Participant an amount equal to the amount Sanford paid on the late Participant’s behalf, plus interest on such amount at the SIFMA Index Rate in effect on the date Sanford made such payment on the Participant’s behalf, which the late Participant shall pay within seven (7) Business Days.

13. **Merger or Acquisition.** If Sanford merges with a Participant or acquires a Participant's capacity through any method, Sanford will acquire the rights of the Participant with respect to capacity and the responsibilities with respect to the costs set out in Section 12, but in no case will Sanford become a "Participant" as that term is defined and used throughout this Agreement. If Sanford sells its capacity, the purchaser may become a participant under this Agreement but will not acquire Sanford's sole rights and duties under this Agreement.

14. **Insurance.** Sanford will maintain insurance coverage on the WFF, the Project, and the Expanded WFF of the type and quantity as a prudent municipality would maintain in the same or similar circumstances. Sanford will name each Participant as an additional insured to any insurance policy for the Expanded WFF and provide a certificate of insurance to each Participant in July of each year.

15. **Procedure to Avoid Exceeding Capacity of the Expanded WFF.** All Parties recognize the need to avoid a situation in which the Parties' use of water from the Expanded WFF exceeds the Expanded WFF's capacity. The Parties also recognize the need to respect the ability of any one Party to draw its Total Capacity. The Parties have agreed upon the following procedure to prevent and deter a situation in which any metered amount exceeds the Participant's Total Capacity. When water is being supplied to Participants, the Maximum Usage Warning Limit will be set for each Participant at eighty percent (80%) of each Participant's Total Capacity (MGD). For so long as Fuquay-Varina and Holly Springs share a meter, the Total Capacity of Fuquay-Varina and Holly Springs will be their combined capacity, and the Maximum Usage Warning Limit for Fuquay-Varina and Holly Springs will be 80% of their combined Total Capacity.

- a. **Consequences of Participant Reaching Maximum Usage Warning Limit.** If any Participant(s) average usage over three (3) calendar months is at or greater than the Maximum Usage Warning Limit, the Participant(s) must create a plan to enter into an agreement to lease capacity from another Party, obtain water from another service provider, or otherwise prevent use over its Total Capacity (MGD) (the "Usage Warning Limit Plan"). Sanford and the Participant(s) will work together to revise the Usage Warning Limit Plan until Sanford and the Participant(s) approve of the Usage Warning Limit Plan. If the Participant(s) purchases or leases additional capacity, both the transferring and receiving Party's Maximum Usage Warning Limit and eighty percent (80%) threshold will be recalculated accordingly. The Usage Warning Limit Plan must be executed and implemented by or before the Participant(s) uses ninety-five percent (95%) of its/their Total Capacity (MGD).
- b. **Consequences of Exceeding 100% of Total Capacity.**
 - i. **Fixed Costs.** If any Participant(s) average usage for one billable month exceeds one hundred percent (100%) of its/their Total Capacity (MGD), that Participant(s) will pay the O&M Fixed Cost that corresponds with the amount of capacity used, not capacity owned.
 - ii. **Overage Charge.** When any Participant's average usage for a one calendar month period exceeds its/their Total Capacity, the Participant(s) will pay one hundred twenty-five percent (125%) of the cost calculated by the method described in Sections 12(d)(i-iii) for that month. For each

consecutive month in which the Participant(s) exceed(s) its/their Total Capacity, the Participant(s) will pay two hundred percent (200%) of the cost calculated by the method described in Sections 12(d)(i-iii) for that month. If a Participant incurs an Overage Charge two (2) or more times in a rolling 12-month period, Sanford will apply a two hundred percent (200%) Overage Charge to any additional months in that rolling 12-month period in which that Participant's average usage over a one calendar month period exceeds its/their Total Capacity.

- iii. Sanford's Right to Reduce Service. If a Participant has not created or is not diligently pursuing a Usage Warning Limit Plan approved by Sanford, Sanford has the right to reduce service to the Participant.

16. **Water Conservation Policies.** If any Party is experiencing conditions that require the implementation of a water shortage response plan, and said Party has implemented water conservation measures for its retail customers, then water conservation measures shall apply to all Parties only if so required by the State or by Sanford. If a water conservation measure is required, the water conservation measures will meet the minimum water conservation measures published, from time to time, on the Department of Environmental Quality website.

17. **Supply Interruptions or Shortages.** Sanford shall use reasonable care and diligence to provide uninterrupted service as provided herein but reserves the right at any time to temporarily interrupt service for reasons of Force Majeure and maintenance purposes. Sanford will give notice to Participants not less than forty-eight (48) hours in advance of any such planned service interruption, except that in emergencies, it will give notice that is reasonable under the particular circumstances. During an emergency, such as a break or leak in a Participant's Supply Line, in which despite its exercise of reasonable care and diligence, Sanford will significantly lose the ability to serve its own citizens if Sanford continues to supply a Participant with a break or leak, Sanford has the authority to make any reasonably necessary temporary reduction of service to one or more Participants in order to maintain service to other Participants and its own citizens. No change shall be made to Participants' share of costs.

18. **Sale or Lease of Ownership or Capacity.** The Parties may sell or lease any part of their share of Total Capacity (MGD) pursuant to the provisions of this section. Except as otherwise allowed in this Agreement, sales or leases of ownership or capacity may only be executed among the Parties and not with any party or entity not a Party to this Agreement. Capacity or ownership may be sold or leased on terms mutually acceptable to the Participants involved, and approved by Sanford (such approval shall not be unreasonably withheld), and only on conditions that (a) the buyer or lessee assumes all financial responsibilities to Sanford that flow from the transfer; and (b) both are jointly liable to Sanford in the event that the receiving Participant fails to meet all financial responsibilities to Sanford. Notwithstanding the foregoing, Sanford will have a right of first refusal to acquire any ownership or capacity that a Participant wishes to sell, and the price to Sanford will be the same price per unit of capacity as the Construction Cost Allocation. Sanford will have one hundred twenty (120) days to notify the selling Participant of its intent to exercise the right of first refusal. If Sanford does not convey its intent to exercise the right of first refusal, or if Sanford affirmatively provides notice that it will not exercise its right of first refusal, the other Participants may acquire any ownership or capacity that the Participant wishes to sell, and the cost will be the same price per unit of capacity as the Construction Cost Allocation.

- a. Recalculation of Capacity. If ownership or capacity is bought, sold, or leased, each Participant's Total Capacity will be recalculated.

19. **Bulk Water Sales Allowed by Participants.** Parties may set their rate structures to their respective end users in any manner they deem appropriate without approval of another Party. Bulk Water Sales are defined as a continuing contract by a Party to provide water to either another Party or a third party over a period exceeding thirty (30) days. Bulk Water Sales by any Party to this Agreement to any entity not a Party to this Agreement are allowed on the condition that a Participant-seller of Bulk Water will remain financially responsible to Sanford for all amounts sold by the Participant, and all requirements placed on Participants under this Agreement remain in full force and effect and may be applied against the Participant making a Bulk Water Sale in the same manner as they would have applied had the Bulk Water Sale quantity been used by the Participant. Any Participant making a Bulk Water Sale will provide the Bulk Water Sale agreement to Sanford, and Sanford may request additional details within reason.

20. **Future Expansion.** If the Parties' use of water from the Expanded WFF reaches eighty percent (80%) of the total maximum capacity created as a result of the Project for seven (7) consecutive days, then the Parties shall negotiate in good faith to amend this Agreement for an additional expansion of the Expanded WFF's total capacity.

21. **Annual Meeting of the Parties.** Unless otherwise agreed by all Parties, the Parties will meet annually in Sanford, or at another location determined to be convenient to all Parties, to discuss all matters pertaining to this Agreement.

22. **Loss of a Purchasing Participant Prior to All Parties Signing.** If at any time prior to all Parties signing this Agreement any one Party no longer wishes to enter into the Agreement, the signatories to the Agreement will negotiate in good faith to recalculate the size of the Project and each Participant's allocation of cost. In the event that the signatories, having negotiated in good faith, are unable to recalculate the size of the Project and each Participant's allocation of cost, Sanford may, at its option, terminate this Agreement by giving written notice to the remaining Parties.

23. **Water Quality and Quantity.**

- a. **Water Quality.** By this Agreement, Sanford agrees to operate and manage the Expanded WFF such that it is able to supply potable water at the Point of Delivery, meeting the applicable purity standards of the North Carolina Division of Health and the applicable water quality standards of the North Carolina Department of Environmental Quality (or any successor State division or department) as amended from time to time, subject to any reductions or failures of pressure or supply due to causes beyond Sanford's control, including, but not limited to, any Force Majeure event, Transmission Line damage, or the use of water to fight fire. In the event of a loss of water quality, Sanford shall work with reasonable diligence to regain the water quality. A loss of water quality shall not be deemed a breach of this Agreement or an event of Default.
- b. **Water Quantity.** By this Agreement, Sanford agrees to operate and manage the Expanded WFF such that it is able to supply the quantity of water that each

Participant is entitled to, subject to any reductions or failures of pressure or supply due to causes beyond Sanford's control including, but not limited to, any Force Majeure event, Transmission Line damage, or the use of water to fight fire. In the event of a loss of water quantity, Sanford shall work with reasonable diligence to regain the level of water quantity. In the event of Transmission Line damage affecting a Participant(s) but not the citizens of Sanford, Sanford shall make such repairs with the same reasonable care and diligence as it would to repair those lines effecting citizens of Sanford. A loss of water quantity shall not be deemed a breach of this Agreement or an event of Default.

24. **Performance Obligations of Sanford.** Sanford will perform the services customarily performed by water utility systems with respect to the Expanded WFF for the benefit of all customers of the system, including: maintain, repair, and improve the Expanded WFF in a timely manner and operate and manage the Expanded WFF in a manner consistent with good business and operating practices for comparable facilities and in full compliance with all issued permits, operational requirements, industry standards, and the applicable laws, rules, and regulations of regulatory bodies, governmental units, or agencies thereof.

25. **Notifications Required.** Sanford will make reasonable efforts to notify all Participants of any planned or detected interruptions in water quality or quantity. Sanford shall provide frequent status updates about any loss of water quality or quantity to Participants until any water quality or quantity issue is resolved. In the event that a Participant detects a loss of water quality or quantity as defined under this Agreement, the Participant will notify Sanford of the loss of water quality or quantity as soon as reasonably possible under the circumstances but in no event later than twenty-four (24) hours from the detection.

26. **Resolution Process.** If the Parties do not agree on the existence of an event of Default (the "Claim"), the Parties agree to first use good faith efforts to resolve the dispute. Where good faith efforts to negotiate do not resolve the Claim within thirty (30) days of the date of the notice of Default, the Parties agree to mediate the dispute prior to filing a lawsuit. Mediation will occur pursuant to the following process: the non-defaulting Party (the "Claimant(s)") shall have thirty (30) additional days within which to submit the Claim to mediation under the auspices of any dispute resolution center or other such independent agency or certified individual providing similar services upon which the Parties may mutually agree. If Claimant(s) does not submit the claim to mediation within sixty (60) days after notice of Default, Claimant(s) shall be deemed to have waived the Claim, and the defaulting Party (the "Respondent(s)") shall be released and discharged from any and all liability to Claimant(s) on account of such Claim; provided, nothing herein shall release or discharge Respondent(s) from any liability to Persons that are not subject to the foregoing proceedings. If the Claimant(s) and Respondent(s) do not settle the Claim within thirty (30) days after submission of the matter to the mediation process, or within such time as determined reasonable or appropriate by the mediator, the mediator shall issue a notice of termination of the mediation proceedings. Such notice shall set forth when and where the Claimant(s) and Respondent(s) met, that they are at an impasse, and the date that mediation was terminated. In the event that mediation does not resolve the dispute, all Parties have the right to file a lawsuit with venue in Lee County or the United States District Court for the Middle District of North Carolina.

27. **Audit Rights.** If Sanford does not perform its annual audit as required by G.S. § 159-34 by December 31st of each year, each Participant will have the right to inspect and audit all accounting reports, books, or records that concern Sanford's management and operations of the Expanded WFF that would be required under G.S. § 159-34. The Participant exercising its audit rights must provide thirty (30) days' notice to Sanford. The Parties agree to prioritize requests from other Parties for operational financial information regarding the Expanded WFF throughout the year so long as such requests are reasonable with respect to scope and frequency.

28. **Inspection Rights.** Each Participant will have the right to inspect any or all of the Expanded WFF at a time convenient to the Participant and Sanford, but in no event more than twenty (20) days after providing Sanford the request for inspection. Such inspection rights may be exercised no more than once annually. This right is not limitless, and Sanford has a right to stop an inspection where such inspection interferes with the continued ability of the Expanded WFF to reasonably and prudently provide Finished Water.

29. **Unwinding Mechanism.** If one or more of the Participants Default in the performance or discharge of its or their obligations in the Project or any other material obligation under this Agreement such that the Party is in material Default, the other Parties may assume, pro rata or otherwise, the obligations of such defaulting Party or Parties and will succeed to such rights and interests of the defaulting Party or Parties according to the Ownership Formula. Further, Sanford shall have a right of first refusal to assume all or part of the defaulting Party's share at the same price as the Construction Cost Allocation. A Party that assumes the obligations of any other Party is entitled to reasonable legal fees and costs incurred as a direct result of the Default from the defaulting Party.

30. **Liability.**

- a. **No Liability Downstream of the Point of Delivery.** Sanford shall not be liable for any condition, quality, purity, impurity, or contamination of the water provided to Participants or any issue related to the quantity of the water provided to the Participants downstream of the Point of Delivery.
- b. **No Liability at Point of Delivery with Exceptions.** Sanford shall not be liable for any condition, quality, purity, impurity, or contamination of the water provided to Participants, or any issue related to the quantity of the water provided to the Participants at the Point of Delivery, except where:
 - i. **Gross Violation of Industry Standard Exception:** Sanford commits a gross violation of industry standards that causes such condition, quality, purity, impurity, or contamination of the water; or
 - ii. **Intentional and Knowingly Exception:** Sanford intentionally and knowingly limits the quantity or quality (including minimum pressurization to meet the design requirements of the Parties' Transmission Lines) of water for any purposes that are within the full control of Sanford. This exception does not include any action that Sanford would take that is in accordance with its right and obligations under this Agreement or any action that Sanford would take as the result of a Force Majeure event, Transmission

Line damage, maintenance, the use of water to fight fire, or any other externality outside of the control of Sanford. However, in the event of a Transmission Line damage, Sanford shall make such repairs with the same reasonable care and diligence as it would to repair those lines effecting citizens of Sanford.

iii. **Clarification.** For clarification, subsections (b)(i) and (b)(ii) are disjunctive.

- c. Exceptions in Subsection (b)(i) and (ii) Not Applicable During Default. If any Participant on a Transmission Line with a water quality or quantity issue described above is in Default, the exceptions in Section 30(b)(i) and (ii) shall not apply and Sanford shall not be liable.
- d. Consumers and Third Parties. Each Participant shall take steps to ensure that the consumer receives potable water, but liability shall be limited and transferred to the Participants once the water passes from the Point of Delivery. No Party hereto shall be liable under this Agreement to any third party, and each shall indemnify and hold harmless the other for against any and all claims brought by third parties. Sanford shall not be liable for failures of any element of a Participant's water system.

31. **Sole Remedy.** In the event that there is a water quality or quantity issue at the Point of Delivery as outlined in Section 30, Sanford shall pay the costs associated with remedying the condition, quality, purity, impurity, or contamination of the water, or quantity issue. Participants will have no other remedy for such violation.

32. **Disposition of Property at Termination.** Upon termination of this Agreement by any Party, all real property of the terminating Party reverts to Sanford.

33. **Method of Termination.** This Agreement may be terminated only by the mutual consent of all Parties participating in this Agreement at the time of Termination.

34. **Disposition of Property at Expiration.** As long as any Participant still owns shares in the Extended WFF, the Parties agree that they will negotiate extensions or a new agreement.

35. **No Waiver of Sole Management.** Sanford's acts, including acts of its officers and employees, cannot be interpreted to waive its rights and entitlements, including sole right to manage.

36. **Changes in the Law.** In the event that there is a change in North Carolina law that impacts this Agreement, the Parties agree to review the Agreement and may mutually consent to amend this Agreement. In the event an amendment to N.C. Gen. Stat. 162A-200 et seq. requires an amendment to this Agreement, the Parties agree to negotiate in good faith to amend any and all impacted provisions.

37. **Default.**

- a. **Pre-Funding of Acquisition and Construction Fund Default:** If at any time after the Agreement becomes effective but before any funds are first deposited in the Acquisition and Construction Fund that will be created pursuant to the Construction Management Agreement for any part of the Project, any Party gives written notice to all other Parties that such Party anticipates defaulting on this Agreement or the Construction Management Agreement—whether such Default is anticipated with respect to obligations that have arisen or will arise—the Parties to the Agreement shall negotiate in good faith to recalculate the size of the Project, proportion of ownership, and share of costs using the corresponding formulas in Section 12. The agreed-upon method of recalculation shall be the same methodology that was used to produce the summary numbers represented in Exhibits C – E. Sanford shall have a right of first refusal to any portion of the Expanded WFF on which a Participant anticipates defaulting and a right to Liquidated Damages from the Participant anticipating Default. In the event that the Parties, having negotiated in good faith, are unable to recalculate the size of the Project and each Participant’s allocation of cost, Sanford may, at its option, give the remaining Parties written notice of Sanford’s election to terminate this Agreement. In the event of a termination by Sanford, any non-defaulting Participant(s) may recover from the defaulting Participant(s) any direct costs that are otherwise not recoverable or avoidable to the non-defaulting Participant(s).
- b. **Post-Deposit and Pre-Project Completion:** If a Party defaults on this Agreement at any time after any other Party has deposited funds in the Acquisition and Construction Fund and before the Project is completed, and such Default cannot be cured within sixty (60) days or by the negotiation of additional agreements, the remaining Parties to the Agreement shall negotiate in good faith to recalculate each Party’s proportion of ownership and share of costs using the corresponding formulas in Section 12. Sanford shall have a right of first refusal to acquire any portion of the Expanded WFF during such renegotiation. The agreed upon method of recalculation shall be the same methodology that was used to produce the summary numbers represented in Exhibits C – E. In the event that the Parties, having negotiated in good faith, are unable to recalculate each Participant’s allocation of cost, Sanford may, at its option, give the remaining Parties written notice of Sanford’s election to terminate this Agreement. In the event of a Default under this subsection, all Participants will continue to be liable to Sanford for their share of Construction Cost Allocation and any other costs outlined in Section 12 until the earlier of: (1) the remaining non-defaulting Participants, having negotiated in good faith to recalculate each non-defaulting Participant’s proportion of ownership, execute an agreement reflecting those negotiations; or (2) Sanford’s release of the Participants from obligations under this Agreement.
- c. **Default Post-Project Completion:** From and after the completion of the Project, and upon the Expanded WFF being put into service, any one or more of the following events shall constitute an event of Default under this Agreement.

- i. **Participant's Failure to Make Payment(s).** The failure of a Participant to make payment of any amount due hereunder, which failure shall have continued for a period of fifteen (15) days after receipt of written notice from Sanford that the Participant has failed to make timely payments as required by this Agreement, shall constitute an event of Default on the part of a Participant that fails to pay. Unless otherwise stated herein, a failure to make any payment due and owing under this Agreement for ninety (90) days or more constitutes a material Default.
- ii. **Party's Failure to Perform Any Obligation.** Except in Force Majeure situations and as otherwise stated in this Agreement, the failure of any Party to perform any of its obligations under this Agreement, if such failure continues for a period of thirty (30) days after receipt by the defaulting Party of written notice of such failure (the "Default Notice"), shall constitute an event of Default. It shall not be considered an event of Default if the Default is of a nature that cannot be cured within thirty (30) days and the defaulting Party has commenced action reasonably designed to cure the Default and pursued that action with due diligence.
- d. Consequence of Participant's Default: If a Participant defaults, and the Default has not been cured, the other Party or Parties may, at their option, pursue any and all rights they have in law and equity including, without limitation, specific performance and the recovery of monetary damages.
 - i. A non-defaulting Participant that shares a Supply Line with a Participant that has defaulted because it has failed to make a payment due to Sanford under this Agreement may cure the non-payment default by making the defaulting Party's payment in addition to their own payment.
- e. Consequence of Sanford's Default: If Sanford defaults, and the Default has not been cured, a non-defaulting Participant may exercise and pursue any and all rights and remedies it shall have at law or in equity, including, without limitation, specific performance but specifically excluding the right to terminate this Agreement or refuse to fully pay any outstanding payments as they become due and owing.

38. **Process Following Sanford's Right of First Refusal.** Wherever in this Agreement Sanford has a right of first refusal to acquire, purchase, or lease a portion of or all of a Participant's capacity or ownership, and Sanford does not exercise that right, the other Participants may acquire, purchase, or lease the capacity ownership, and the cost for the first time such capacity is purchased by another Participant will be the same price per unit of capacity as the Construction Cost Allocation. If no Party wishes to purchase the capacity at that price, the Participant and another Party may agree to a lower price.

39. **Sale or Lease to a Third Party.** No Party can sell its capacity or ownership or lease capacity to a non-Party for the life of this Agreement unless such sale is agreed to by all Parties (such consent will not be unreasonably withheld).

40. **This Document Is Also a Contract.** In addition to being governed by N.C.G.S. § 160A-461, this Agreement is a contract, and North Carolina contract law shall apply.
41. **Joint Undertaking; No Joint Venture.** Nothing in this Agreement shall be construed to establish a joint venture, partnership, or any other relationship among the Parties other than the relationship contemplated for entry into an Interlocal Agreement pursuant to G.S. § 160A-461.
42. **No Abrogation of Sovereign Immunity.** Nothing in this Agreement shall be construed as an abrogation of any Party's sovereign immunity.
43. **Prohibition on Assignment.** No Participant shall sell, assign, or transfer this Agreement, or any part thereof, without the express written consent of Sanford, except as allowed by Section 18 of this Agreement.
44. **Amendments.** The provisions of this Agreement may be amended at any time upon mutual written agreement of the governing boards of all Parties.
45. **Administrative Amendments.** Notwithstanding Section 44, minor amendments to this Agreement may be made upon the request of any Party and agreed to by all Parties' respective City or Town Manager, or their designee, without public notice or a public hearing where (1) the City Attorney of Sanford confirms in writing that such change is a minor amendment of this Agreement; and (2) such minor amendment substantially conforms with the material terms of this Agreement. Administrative Amendments must still be reduced to writing and signed.
46. **Force Majeure.** It shall not be considered a breach of this Agreement or an event of Default and Parties shall not be responsible for an inability to perform or for any delays, damages, costs, expenses, liabilities, or other consequences that may arise as a result of Force Majeure. In order to avail itself of this provision, a Party must take reasonable actions to remedy the consequences of the Force Majeure event. The impacted Party shall give notice of the Force Majeure event to all other Parties as soon as practicable, but in no case more than forty-eight (48) hours after the Party's performance has been impacted, stating the period of time the occurrence is expected to continue. Upon request of any Party, the Parties shall meet to discuss the causes of the Force Majeure event and the period of time the occurrence is expected to continue. A Force Majeure is defined as any event arising from causes beyond the reasonable control of the Parties. Force Majeure events may include, but are not limited to, fire, flood, drought, power failure, cyber attacks, earthquake, chemical or toxic spill, acts of God, foreign or domestic terrorism, war, pandemic, natural disaster, nuclear disaster including radiological contamination, vandalism, third-party acts outside of the reasonable control of any Party, intentional and/or malicious acts of an individual, water pollution, failure of industrial pretreatment, contamination including raw water contamination, algae blooms, biological constituents, tornado, hurricane, civil strikes or labor disputes, riots, system failure, broken pipes, or other actions causing an inability to serve beyond the reasonable control of Sanford. Temporary or partial failures to deliver water shall be remedied with all possible dispatch but shall not constitute a breach or an event of Default so long as such remedy is diligently being pursued.
47. **Severability.** If any of the provisions of this Agreement are held invalid, illegal, void or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

48. **No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.
49. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties, and it is understood and agreed that all undertakings, negotiations, representations, promises, inducements, and agreements heretofore entered into among the Parties with respect to the matters contained herein are merged in this Agreement.
50. **No Oral Amendments.** This Agreement may not be changed orally, but only by a written document approved by the governing boards of all Parties.
51. **No Waiver.** No waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the Party against whom it is sought to be enforced. Mere inaction or failure to pursue a Default shall not be deemed a waiver.
52. **Benefits to Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns, provided the assignment has been approved by all relevant Parties as determined by the nature of the assignment.
53. **Applicable Law.** The provisions of this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of North Carolina.
54. **Headings.** The headings contained in this Agreement are solely for the convenience of the Parties and do not constitute a part of this Agreement and shall not be used to construe or interpret any provisions hereof.
55. **Joint Effort of All Parties.** This Agreement shall be considered for all purposes as having been prepared by the joint efforts of the Parties and shall not be construed against any Party or the other as a result of preparation, substitution, submission, or event of negotiation.
56. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument, and the Parties hereto may execute this Agreement by signing any such counterpart.
57. **Incorporation by Reference.** Capitalized terms shall have the meanings assigned thereto in Exhibit A attached hereto. Exhibits B – E shall be incorporated in this Agreement by reference.
58. **Notice.** Notice shall be given in writing directed to the people listed below, as amended and updated from time to time (see Appendix A for current contacts). For emergencies, Parties should contact operational officials first; for contract issues, Parties should contact attorneys first; for administrative issues, Parties should contact managers or finance directors. All Parties shall endeavor to keep accurate cell phone numbers available to all other Parties.

City Manager, or the equivalent
Public Works Director, or the equivalent
Utilities and Engineering Director, or the equivalent
City Attorney, or the equivalent
Finance Director, or the equivalent

IN WITNESS WHEREOF, the City of Sanford has caused this instrument to be executed by its Mayor, attested by its Clerk and its municipal seal to be affixed, all by authority of its governing board, first duly given. The Town of Holly Springs has caused this instrument to be executed by its Mayor, attested by its Clerk and its municipal seal to be affixed, all by authority of its governing board, first duly given. The Town of Fuquay-Varina has caused this instrument to be executed by its Mayor, attested by its Clerk and its municipal seal to be affixed, all by authority of its governing board, first duly given. The Town of Pittsboro has caused this instrument to be executed by its Mayor, attested by its Clerk and its municipal seal to be affixed, all by authority of its governing board, first duly given.

City of Sanford

_____ (seal)

By: Rebecca Wyhof Salmon

Attest:

City Clerk

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

By:

[signatures continued on next page]

Town of Holly Springs

_____ (seal)

By: Mayor Sean Mayefskie

Attest:

Town Clerk

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

By:

[signatures continued on next page]

Town of Fuquay-Varina

_____ (seal)

By: Mayor J. Blake Massengill

Attest:

Town Clerk

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

By:

[signatures continued on next page]

Town of Pittsboro

_____ (seal)

By: Mayor Cindy Perry

Attest:

Town Clerk

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

By:

LIST OF EXHIBITS

EXHIBIT A	Definitions
EXHIBIT B	Project Component Summary
EXHIBIT C	Sanford WFF Construction Cost Estimate (90% Design)
EXHIBIT D	Sanford WFF Expansion O&M Cost Allocation Example Based on Projected O&M Costs
EXHIBIT E	Projected O&M Expenses
APPENDIX	Current Contacts

EXHIBIT A

Definitions

Acquisition and Construction Fund means the “Sanford Water Filtration Facility Expansion Project Acquisition and Construction Fund” created pursuant to the Construction Management Agreement.

Bulk Water Sales means a continuing contract by a Party to provide water to either another Party or a third party over a period exceeding thirty days.

Business Day(s) has the meaning set forth in the Construction Management Agreement.

Construction Cost Allocation shall mean the cost to be paid by each Participant for constructing the Project, as shown in detail in Exhibit C, page 3.

Construction Cost Budget means the Estimated Construction Cost plus a reasonable contingency cost percentage or a fixed amount as recommended by Sanford.

Construction Management Agreement means the Construction Management Agreement dated _____, 2023 between the Parties and Regions Bank, as escrow agent.

Default means failure, refusal, or inability of a Party to meet an obligation set out in this Agreement and is governed by Section 37.

Estimated Construction Cost means the estimated cost of constructing the Project as determined by Hazen and Sawyer (“Estimated Cost”).

Estimated Use for O&M is the estimate provided by each Participant to Sanford on or around February 1st of each fiscal year that provides an estimate of water to be used during the upcoming fiscal year.

Expanded WFF shall mean the Sanford Water Filtration Facility at its capacity of thirty (30) MGD after the Project is complete.

Finished Water shall mean the water that is introduced into the distribution system of a public water system and is intended for distribution and consumption.

Force Majeure has the meaning set out in Section 46.

Liquidated Damages. As used in Section 37(a), Liquidated Damages includes costs incurred for work done by third-party engineers, consultants, and/or attorneys to recalculate the size of the Project and renegotiate the Agreement. If a Participant’s Default causes delay, Liquidated Damages will also include the increase in finance costs and increase in construction costs, if any.

Maximum Usage Warning Limit. When water is being supplied to Participants, the Maximum Usage Warning Limit shall be set for each Participant at eighty percent (80%) of each Participant’s “Total Capacity” (MGD).

MGD shall mean million gallons per day.

Overage Charge shall mean the amount charged when a Participant's average usage over a one calendar month period exceeds its/their Total Capacity and is further described in subsection 15(b)(ii).

Participants shall mean the Town of Holly Springs, the Town of Fuquay-Varina, and the Town of Pittsboro.

Parties shall mean the City of Sanford, the Town of Holly Springs, the Town of Fuquay-Varina, and the Town of Pittsboro. When used in the singular, "Party" shall refer to only the relevant party in the context of this Agreement.

Point of Delivery is Participant-specific and is shown in Diagram B.

Project shall mean the construction of the expansion of the Sanford Water Filtration Facility from its present capacity of twelve (12) MGD to thirty (30) MGD, which includes, but is not limited to, the following elements: an administrative facility, a chemical facility, clearwell and associated piping/vaults, existing filter media replacement, Finished Water pump station, GAC absorbers, a maintenance building, raw water intake, residuals handling facilities, and yard piping and vaults cost.

SIFMA Index Rate has the meaning set forth in the Construction Management Agreement.

Supply Line shall mean any lines supplying water from the Point of Delivery to the Participant(s).

Total Capacity shall mean the amount of capacity in the Expanded WFF that is available to a Participant in MGD, which amounts are set out in Section 6(b), and corresponds to the proportion of capacity created by that Participant's Construction Cost Allocation. For so long as Fuquay-Varina and Holly Springs share a meter, the Total Capacity of Fuquay-Varina and Holly Springs will be their combined capacity, and the Maximum Usage Warning Limit for Fuquay-Varina and Holly Springs will be 80% of their combined Total Capacity.

Transmission Line(s) shall mean the water line(s) built to transmit water from the Expanded WFF to the Point(s) of Delivery.

True-Up shall mean the payment made at the end of the fiscal year to adjust for any difference between the estimated and paid cost, and the actual cost determined using financial metrics that become known only at the end of the fiscal year.

Usage Warning Limit Plan shall mean the plan that must be created by a Participant and agreed to by Sanford in the event the Participant averages its Maximum Usage Warning Limit for any three (3) consecutive months.

WFF shall mean the Sanford Water Filtration Facility at its present capacity of twelve (12) MGD.

EXHIBIT B
Project Component Summary

Project Component Summary

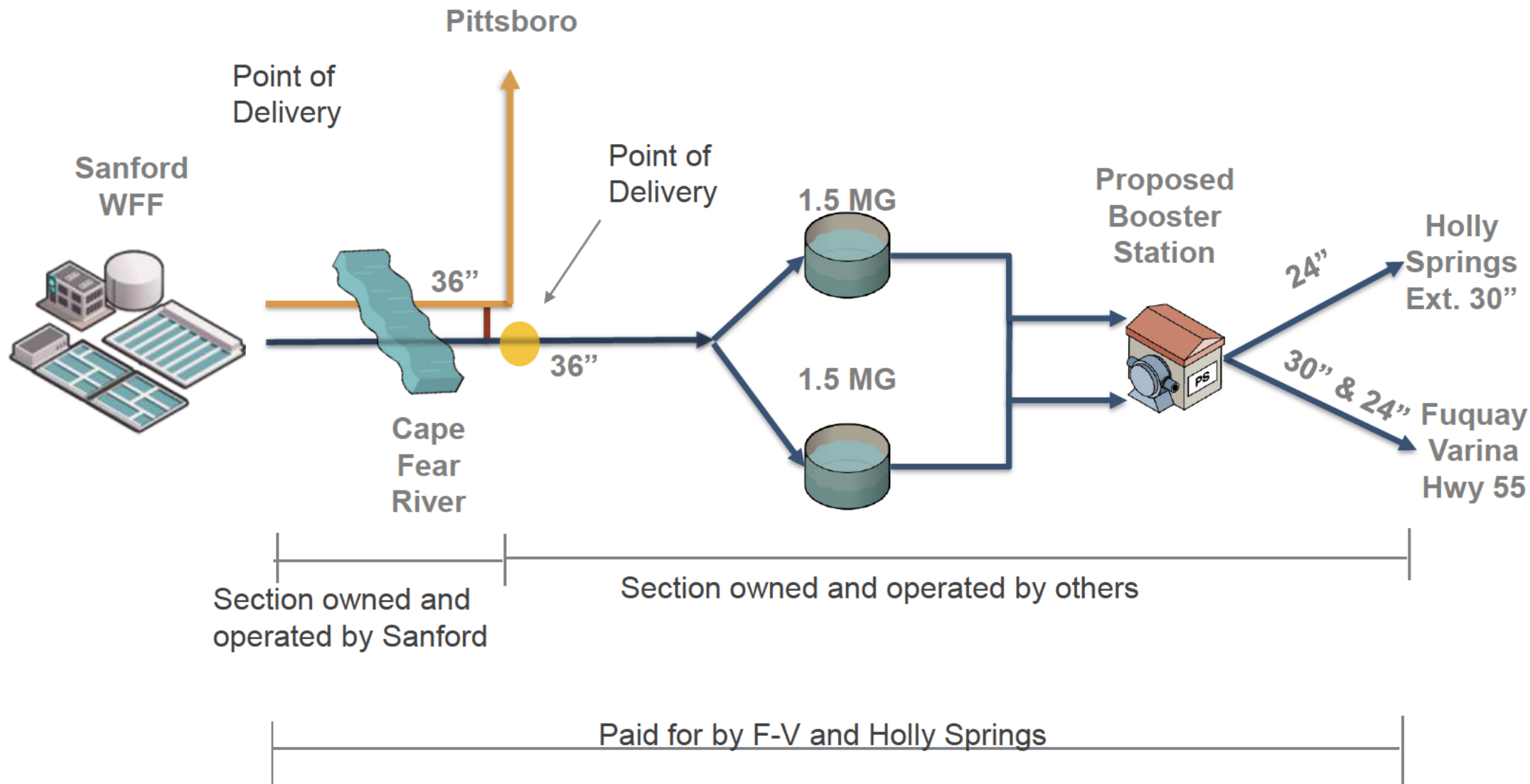


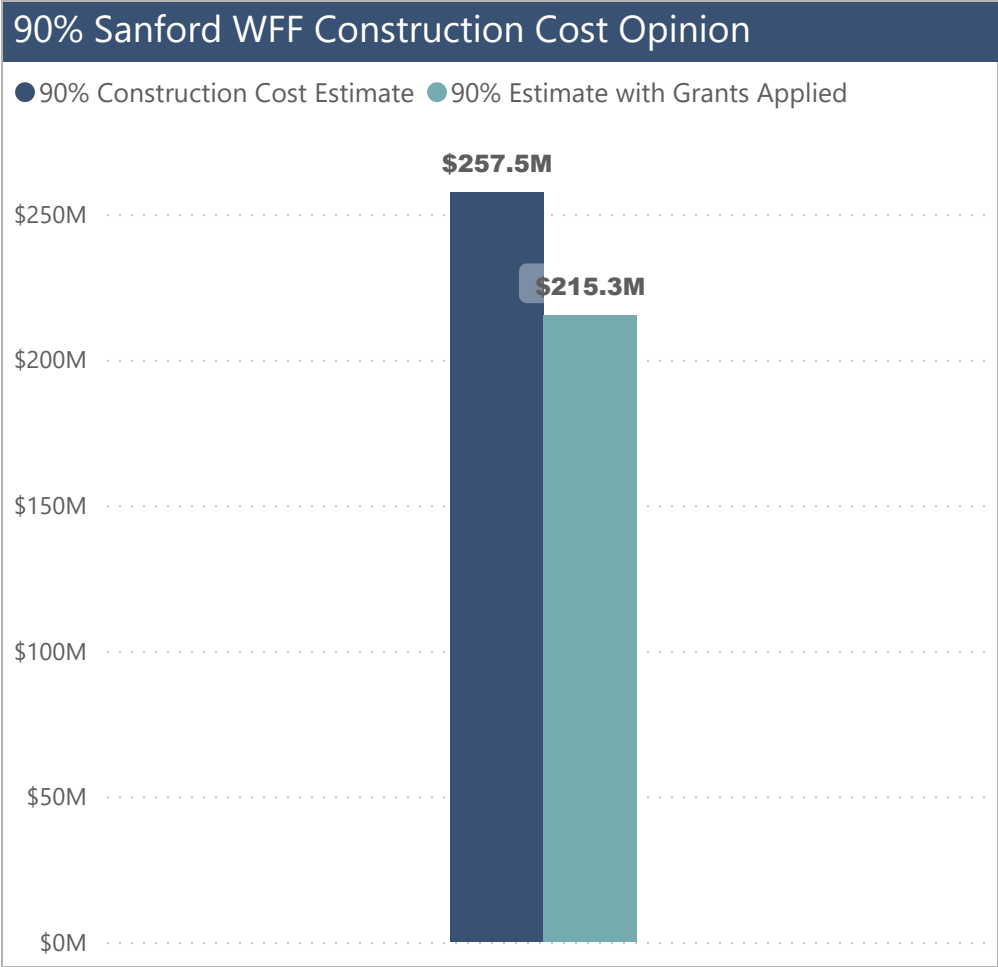
EXHIBIT C
Sanford WFF Construction Cost Estimate (90% Design)



Facility Summary	Conventional Treatment		MV Electrical	
	☐ Defer ☒ Include		☐ Defer ☒ Include	
	Finished Water		Raw Water	
	☐ Defer ☒ Include		☐ Defer ☒ Include	
	GAC Facility		Residuals	
	☐ Defer ☒ Include		☐ Defer ☒ Include	
	Maint Building		Site Work and Yard Piping	
	☐ Defer ☒ Include		☐ Defer ☒ Include	
	Admin Facility			
☐ Defer ☒ Include				
Chemical Facility				
☐ Defer ☒ Include				
Clearwells				
☐ Defer ☒ Include				

Grant Funding Applied	
Grant Funding - GAC	Grant Funding - Other
\$0	\$42,200,000

Construction Cost Summary Table by Facility			
Facility	Cost	Grant Applied Costs	Percentage of Total Costs (Grants Applied)
Administrative Facility	\$4.6M	\$3.7M	1.7%
Chemical Facilities	\$20.7M	\$16.6M	7.7%
Clearwells	\$10.7M	\$8.6M	4.0%
Conventional Treatment Facilities	\$57.6M	\$46.3M	21.5%
Finished Water Pump Stations	\$21.7M	\$17.4M	8.1%
GAC Facility	\$42.0M	\$42.0M	19.5%
Maintenance Building and Warehouse	\$2.5M	\$2.0M	0.9%
MV Electrical and Generators	\$13.4M	\$10.7M	5.0%
Raw Water Intake, Pump Station, and Transmission	\$28.6M	\$23.0M	10.7%
Residuals Handling Facilities	\$19.7M	\$15.9M	7.4%
Site Work, Yard Piping, and Vaults	\$36.2M	\$29.1M	13.5%
Total	\$257.5M	\$215.3M	100.0%



Cost Allocation Method Selection

Admin Facility

- ☐ Custom Allocation
☒ Incremental Capacity

Finished Water

- ☐ Custom Allocation
☒ Incremental Capacity

Chemical Facilities

- ☐ Custom Allocation
☒ Incremental Capacity

GAC Facility

- ☐ Custom Allocation
☐ Incremental Capacity
☒ Total Capacity

Clearwells

- ☐ Custom Allocation
☒ Incremental Capacity

Maint Bldg and Warehouse

- ☐ Custom Allocation
☒ Incremental Capacity

Conventional Treatment

- ☐ Custom Allocation
☒ Incremental Capacity

Raw Water Intake, PS, and Transmission

- ☐ Custom Allocation
☒ Incremental Capacity

MV Elec and Generators

- ☐ Custom Allocation
☒ Incremental Capacity

Residuals Handling Facilities

- ☐ Custom Allocation
☒ Incremental Capacity

Site Work, Yard Piping, and Vaults

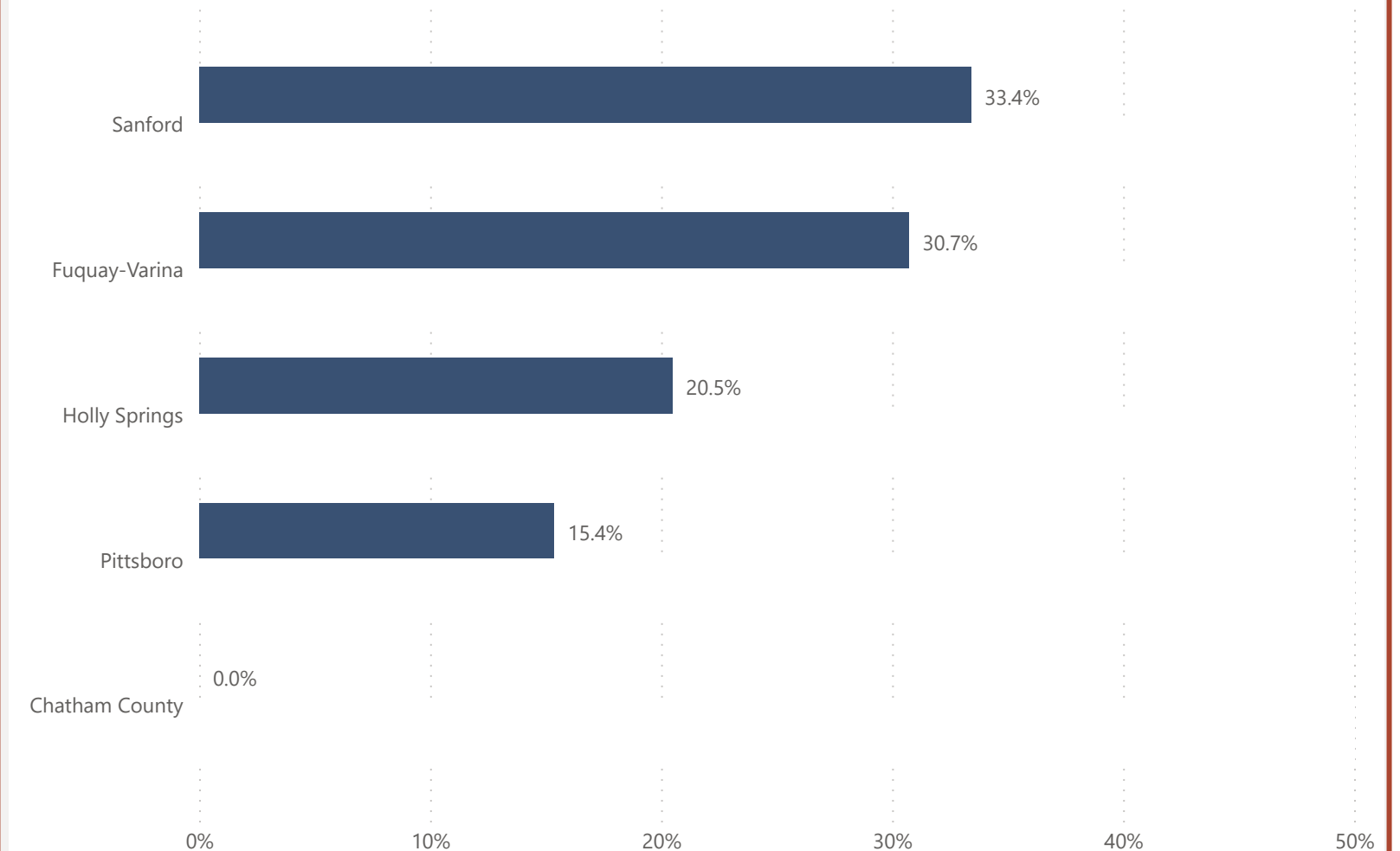
- ☐ Custom Allocation
☒ Incremental Capacity

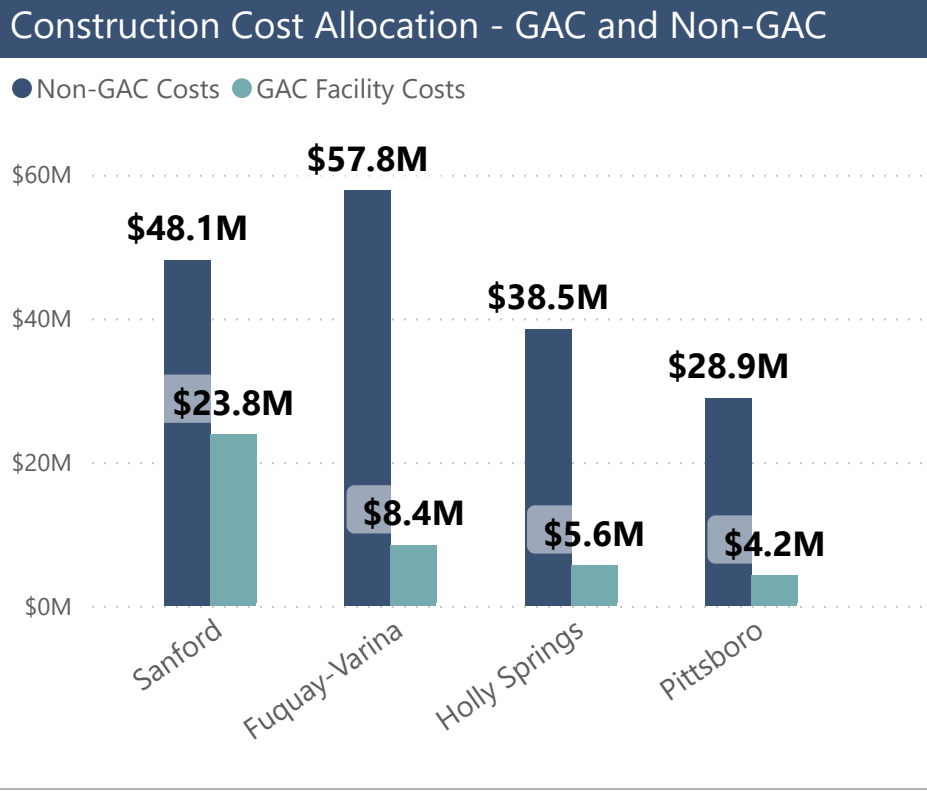
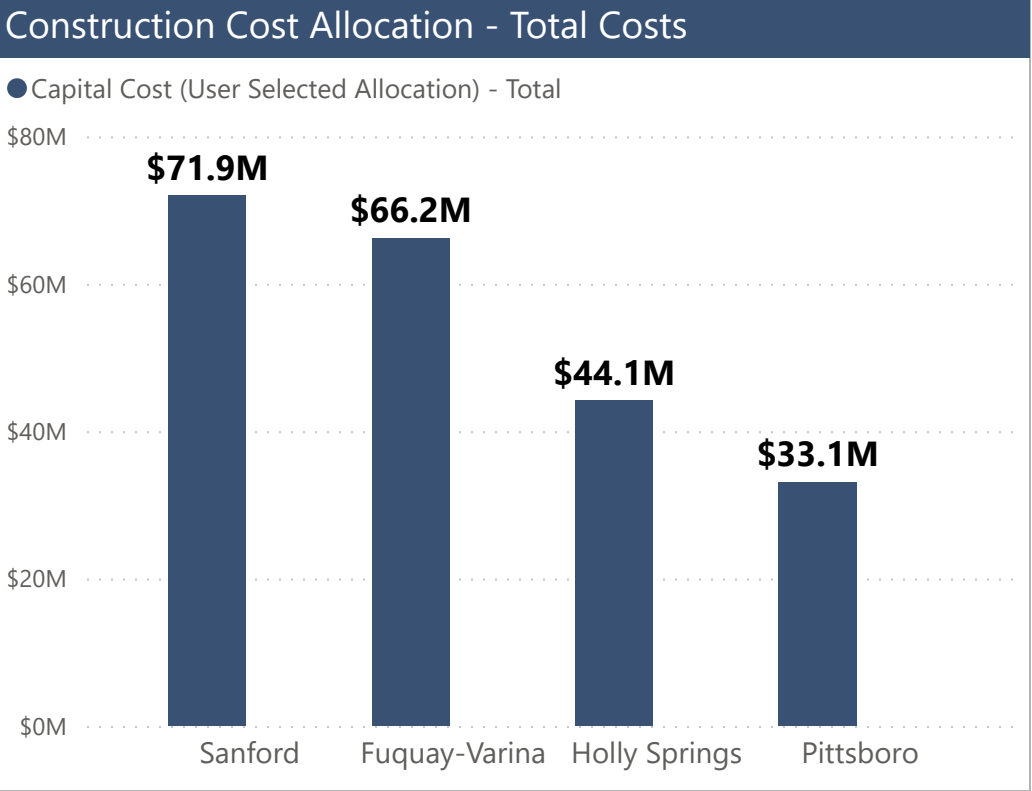
Sanford WFF Expansion Construction Cost Allocation Scenario Selection

Hazen

Construction Cost Allocation

● User Selected





Grant Funding Applied

Grant Funding GAC

Grant Funding - Other

User Determined Partner Purchased Capacities

Sanford

Pittsboro

Chatham County

Fuquay-Varina

Holly Springs

Additional Capacity

18.0

Sanford WFF Construction Cost Summary with Grant Funding Applied

Utility	Total Construction Cost (After Grants Applied)	GAC Construction Cost	GAC Construction Cost Allocation	Non-GAC Construction Cost	Non-GAC Construction Cost Allocation
Sanford	\$71.9M	\$23.8M	56.7%	\$48.1M	27.8%
Fuquay-Varina	\$66.2M	\$8.4M	20.0%	\$57.8M	33.3%
Holly Springs	\$44.1M	\$5.6M	13.3%	\$38.5M	22.2%
Pittsboro	\$33.1M	\$4.2M	10.0%	\$28.9M	16.7%
Total	\$215.3M	\$42.0M	100.0%	\$173.3M	100.0%

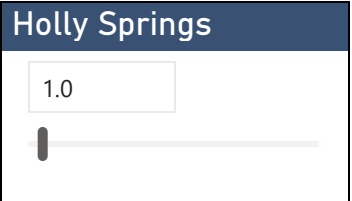
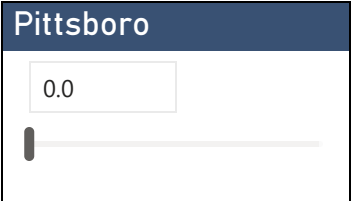
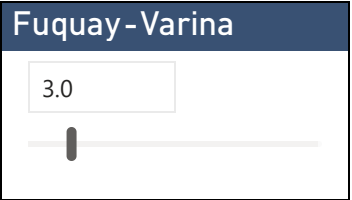
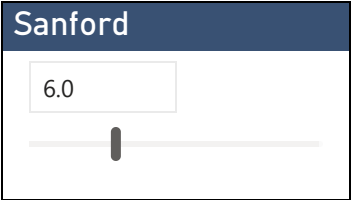
EXHIBIT D
Sanford WFF Expansion O&M Cost Allocation Example Based on Projected O&M Costs

Operating Cost Summary			
Cost Description	Fixed O&M Costs	Variable O&M Costs	Total O&M Costs
401 K	\$33,013	\$0	\$33,013
ADMINISTRATION EXPENSE	\$181,845	\$0	\$181,845
CELL PHONES	\$1,238	\$0	\$1,238
CHEMICALS		\$755,185	\$755,185
CONTRACTUAL SERVICES	\$22,255	\$0	\$22,255
DEPARTMENT SUPPLIES & MATL	\$19,193	\$0	\$19,193
DUES & SUBSCRIPTIONS	\$8,883	\$0	\$8,883
EMPLOYEE TRAINING	\$2,434	\$0	\$2,434
FICA	\$48,832	\$0	\$48,832
FUEL & VEHICLE SUPPLIES	\$2,915	\$0	\$2,915
GAC		\$1,704,000	\$1,704,000
INSURANCE	\$122,650	\$0	\$122,650
INSURANCE & BONDS	\$44,876	\$0	\$44,876
MAINTENANCE & REPAIR - AUTO	\$945	\$0	\$945
MAINTENANCE & REPAIR - BUILDIN	\$32,391	\$0	\$32,391
MAINTENANCE & REPAIR - EQUIPMENT	\$201,633	\$0	\$201,633
MISCELLANEOUS	\$1,893	\$0	\$1,893
OPEB EXPENSE	\$123,648	\$0	\$123,648
POSTAGE	\$6,395	\$0	\$6,395
PRINTING	\$160	\$0	\$160
Total	\$1,910,974	\$3,328,469	\$5,239,443

Partner Usage and Capacity Summary				
Partner	Average Daily Demand	Partner Pct ADD	Capacity in Expanded WFF	Percent of Capacity in Expanded WFF
Pittsboro	0.0	0.0%	3.0	10.0%
Holly Springs	1.0	10.0%	4.0	13.3%
Fuquay-Varina	3.0	30.0%	6.0	20.0%
Sanford	6.0	60.0%	17.0	56.7%
Total	10.0	100.0%	30.0	100.0%

Cost Summary				
Partner	Annual O&M Fixed Cost	Variable Cost per kgal	Annual O&M Variable Cost	Total (Fixed and Variable)
Sanford	\$1,082,885	\$0.91	\$1,997,081	\$3,878,797
Fuquay-Varina	\$382,195	\$0.91	\$998,541	\$1,780,151
Holly Springs	\$254,797	\$0.91	\$332,847	\$720,782

Average Daily Demand (MGD)



10.0

Average Daily Demand

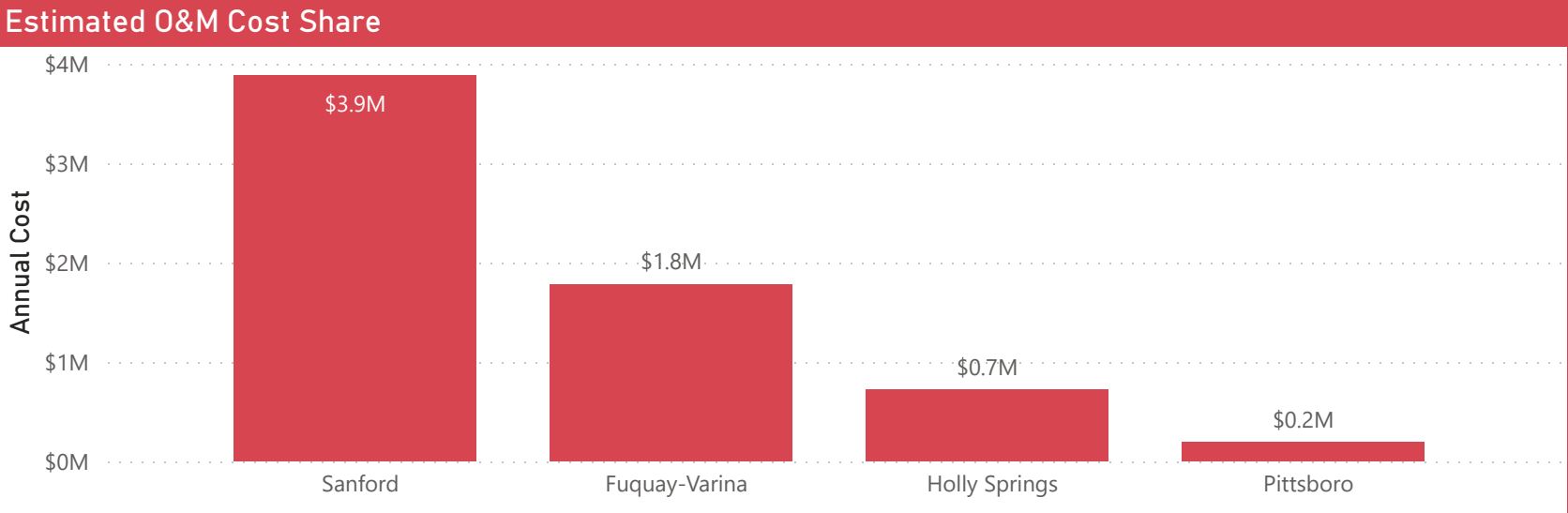


EXHIBIT E
Projected O&M Expenses

Sanford WFF Projected FY2026 O&M Expenses

Summary of FY26 Annual O&M Costs by Type

O&M Cost Description	WFF Facility Capacity	Cost Type	FY2026 Annual Cost Projection
SALARY AND WAGES	Existing	Fixed	\$670,077
401 K	Existing	Fixed	\$33,013
FICA	Existing	Fixed	\$48,832
INSURANCE	Existing	Fixed	\$122,650
RETIREMENT	Existing	Fixed	\$90,762
UNEMPLOYMENT INSURANCE	Existing	Fixed	\$775
OPEB EXPENSE	Existing	Fixed	\$123,648
EMPLOYEE TRAINING	Existing	Fixed	\$2,434
PROFESSIONAL SERVICES	Existing	Fixed	\$84,620
TELEPHONE	Existing	Fixed	\$4,689
CELL PHONES	Existing	Fixed	\$1,238
WIRELESS CONNECTIVITY	Existing	Fixed	\$937
PRINTING	Existing	Fixed	\$160
MAINTENANCE & REPAIR - BUILDIN	Existing	Fixed	\$32,391
MAINTENANCE & REPAIR - EQUIPMENT	Existing	Fixed	\$201,633
MAINTENANCE & REPAIR - AUTO	Existing	Fixed	\$945
POSTAGE	Existing	Fixed	\$6,395
FUEL & VEHICLE SUPPLIES	Existing	Fixed	\$2,915
DEPARTMENT SUPPLIES & MATL	Existing	Fixed	\$19,193
UNIFORMS	Existing	Fixed	\$3,915
CONTRACTUAL SERVICES	Existing	Fixed	\$22,255
DUES & SUBSCRIPTIONS	Existing	Fixed	\$8,883
INSURANCE & BONDS	Existing	Fixed	\$44,876
MISCELLANEOUS	Existing	Fixed	\$1,893
ADMINISTRATION EXPENSE	Existing	Fixed	\$181,845
ADMINISTRATION EXPENSE	New	Fixed	\$0
SALARY AND WAGES - Operations	New	Fixed	\$200,000
GAC	New	Variable	\$1,704,000
UTILITIES	Existing	Variable	\$727,154
CHEMICALS	Existing	Variable	\$755,189
SLUDGE REMOVAL	Existing	Variable	\$142,124
TOTAL			\$5,239,441

O&M Cost Projection Unit Cost Assumptions

Cost Assumptions	Value
Annual Escalation of Existing Non-Volume Based	3.0%
Average Daily Production in 2026 (MGD)	10
Utilities (\$/kgal)	\$0.20
Chemicals (\$/kgal)	\$0.21
Sludge Removal (\$/kgal)	\$0.04
GAC-Reactivated (\$/MGD/year)	\$170,400

Sanford WFF 2022 O&M Budget Summary

ORG	OBJ	ACCOUNT DESCRIPTION	YTD EXPENDED
30098110	60000	SALARY AND WAGES	570,192.08
30098110	60000	SALARY AND WAGES	12,322.19
30098110	60000	SALARY AND WAGES	1,643.06
30098110	60002	401 K	28,049.36
30098110	60002	401 K	616.09
30098110	60002	401 K	82.15
30098110	60003	FICA	41,566.56
30098110	60003	FICA	942.62
30098110	60003	FICA	125.69
30098110	60004	INSURANCE	109,496.89
30098110	60005	RETIREMENT	43,779.84
30098110	60005	RETIREMENT	1,398.59
30098110	60005	RETIREMENT	186.49
30098110	60006	UNEMPLOYMENT INSURANCE	207.38
30098110	60008	OPEB EXPENSE	60,700.80
30098110	60100	EMPLOYEE TRAINING	2,455.21
30098110	60200	PROFESSIONAL SERVICES	58,818.67
30098110	61100	TELEPHONE	4,592.37
30098110	611001	CELL PHONES	900.00
30098110	61150	WIRELESS CONNECTIVITY	601.72
30098110	61200	PRINTING	300.00
30098110	61551	MAINTENANCE & REPAIR - BUILDIN	10,323.55
30098110	61600	MAINTENANCE & REPAIR - EQUIPMENT	33,013.56
30098110	61700	MAINTENANCE & REPAIR - AUTO	1,058.96
30098110	62000	UTILITIES	540,647.29
30098110	63000	POSTAGE	6,557.36
30098110	63100	FUEL & VEHICLE SUPPLIES	3,352.84
30098110	63200	CHEMICALS	634,163.33
30098110	63300	DEPARTMENT SUPPLIES & MATL	10,944.69
30098110	63600	UNIFORMS	3,177.10
30098110	64400	SLUDGE REMOVAL	109,325.18
30098110	64500	CONTRACTUAL SERVICES	17,952.20
30098110	65300	DUES & SUBSCRIPTIONS	7,545.00
30098110	65400	INSURANCE & BONDS	39,550.68
30098110	65700	MISCELLANEOUS	1,776.36
30098110	67410	CAPITAL - MACHINERY & EQUIPMT	12,500.00
		Total 30098110 UF WATER FILTRATION	2,370,865.86
		Grand Total	2,370,865.86

Sanford WFF 2021 O&M Budget

ORG	OBJ	ACCOUNT DESCRIPTION	YTD EXPENDED
30098110	60000	SALARY AND WAGES	614,717.20
30098110	60000	SALARY AND WAGES	
30098110	60000	SALARY AND WAGES	
30098110	60002	401 K	30,369.19
30098110	60002	401 K	
30098110	60002	401 K	
30098110	60003	FICA	44,698.12
30098110	60003	FICA	
30098110	60003	FICA	
30098110	60004	INSURANCE	114,411.60
30098110	60005	RETIREMENT	97,353.94
30098110	60005	RETIREMENT	
30098110	60005	RETIREMENT	
30098110	60006	UNEMPLOYMENT INSURANCE	111.01
30098110	60008	OPEB EXPENSE	148,994.74
30098110	60100	EMPLOYEE TRAINING	1,301.90
30098110	60200	PROFESSIONAL SERVICES	93,302.00
30098110	61100	TELEPHONE	4,720.47
30098110	611001	CELL PHONES	1,200.00
30098110	61150	WIRELESS CONNECTIVITY	617.26
30098110	61200	PRINTING	0.00
30098110	61551	MAINTENANCE & REPAIR - BUILDIN	32,149.13
30098110	61600	MAINTENANCE & REPAIR - EQUIPMENT	300,699.27
30098110	61700	MAINTENANCE & REPAIR - AUTO	676.16
30098110	62000	UTILITIES	523,740.91
30098110	63000	POSTAGE	5,884.36
30098110	63100	FUEL & VEHICLE SUPPLIES	2,160.50
30098110	63200	CHEMICALS	546,297.06
30098110	63300	DEPARTMENT SUPPLIES & MATL	12,706.20
30098110	63600	UNIFORMS	3,678.06
30098110	64400	SLUDGE REMOVAL	101,843.20
30098110	64500	CONTRACTUAL SERVICES	21,650.00
30098110	65300	DUES & SUBSCRIPTIONS	8,450.00
30098110	65400	INSURANCE & BONDS	39,820.34
30098110	65700	MISCELLANEOUS	1,302.01
30098110	67410	CAPITAL - MACHINERY & EQUIPMT	172,280.00
		Total 30098110 UF WATER FILTRATION	2,925,134.63
		Grand Total	2,925,134.63

Sanford WFF 2020 O&M Budget

ORG	OBJ	ACCOUNT DESCRIPTION	YTD EXPENDED
30098110	60000	SALARY AND WAGES	587,189.99
30098110	60000	SALARY AND WAGES	
30098110	60000	SALARY AND WAGES	
30098110	60002	401 K	28,878.41
30098110	60002	401 K	
30098110	60002	401 K	
30098110	60003	FICA	
30098110	60003	FICA	42,825.88
30098110	60003	FICA	
30098110	60004	INSURANCE	103,009.07
30098110	60005	RETIREMENT	99,203.75
30098110	60005	RETIREMENT	
30098110	60005	RETIREMENT	
30098110	60006	UNEMPLOYMENT INSURANCE	1,746.63
30098110	60008	OPEB EXPENSE	119,882.90
30098110	60100	EMPLOYEE TRAINING	2,729.71
30098110	60200	PROFESSIONAL SERVICES	73,431.01
30098110	61100	TELEPHONE	3,185.79
30098110	611001	CELL PHONES	1,200.00
30098110	61150	WIRELESS CONNECTIVITY	1,277.54
30098110	61200	PRINTING	127.00
30098110	61551	MAINTENANCE & REPAIR - BUILDIN	43,864.21
30098110	61600	MAINTENANCE & REPAIR - EQUIPMENT	203,732.43
30098110	61700	MAINTENANCE & REPAIR - AUTO	784.16
30098110	62000	UTILITIES	565,745.23
30098110	63000	POSTAGE	4,604.44
30098110	63100	FUEL & VEHICLE SUPPLIES	2,256.48
30098110	63200	CHEMICALS	514,184.41
30098110	63300	DEPARTMENT SUPPLIES & MATL	27,507.68
30098110	63600	UNIFORMS	3,578.82
30098110	64400	SLUDGE REMOVAL	107,757.50
30098110	64500	CONTRACTUAL SERVICES	19,718.42
30098110	65300	DUES & SUBSCRIPTIONS	7,683.00
30098110	65400	INSURANCE & BONDS	40,243.99
30098110	65700	MISCELLANEOUS	1,967.91
30098110	67410	CAPITAL - MACHINERY & EQUIPMT	106,720.00
		Total 30098110 UF WATER FILTRATION	2,715,036.36
		Grand Total	2,715,036.36

ORG	OBJ	ACCOUNT DESCRIPTION	YTD EXPENDED
30098110	60000	SALARY AND WAGES	648,309.00
30098110	60000	SALARY AND WAGES	
30098110	60000	SALARY AND WAGES	
30098110	60002	401 K	32,142.00
30098110	60002	401 K	
30098110	60002	401 K	
30098110	60003	FICA	49,177.00
30098110	60003	FICA	
30098110	60003	FICA	
30098110	60004	INSURANCE	121,462.00
30098110	60005	RETIREMENT	77,784.00
30098110	60005	RETIREMENT	
30098110	60005	RETIREMENT	
30098110	60006	UNEMPLOYMENT INSURANCE	0.00
30098110	60008	OPEB EXPENSE	0.00
30098110	60100	EMPLOYEE TRAINING	4,000.00
30098110	60200	PROFESSIONAL SERVICES	125,000.00
30098110	61100	TELEPHONE	4,800.00
30098110	611001	CELL PHONES	1,200.00
30098110	61150	WIRELESS CONNECTIVITY	1,200.00
30098110	61200	PRINTING	0.00
30098110	61551	MAINTENANCE & REPAIR - BUILDIN	15,000.00
30098110	61600	MAINTENANCE & REPAIR - EQUIPMENT	50,000.00
30098110	61700	MAINTENANCE & REPAIR - AUTO	1,500.00
30098110	62000	UTILITIES	605,584.00
30098110	63000	POSTAGE	5,500.00
30098110	63100	FUEL & VEHICLE SUPPLIES	5,250.00
30098110	63200	CHEMICALS	710,000.00
30098110	63300	DEPARTMENT SUPPLIES & MATL	12,000.00
30098110	63600	UNIFORMS	4,800.00
30098110	64400	SLUDGE REMOVAL	120,000.00
30098110	64500	CONTRACTUAL SERVICES	29,580.00
30098110	65300	DUES & SUBSCRIPTIONS	9,300.00
30098110	65400	INSURANCE & BONDS	47,396.12
30098110	65700	MISCELLANEOUS	3,000.00
30098110	67410	CAPITAL - MACHINERY & EQUIPMT	75,000.00
30098110	67400	CAPITAL - VEHICLES	37,700.00
		Total 30098110 UF WATER FILTRATION	2,796,684.12
		Grand Total	2,796,684.12

Sanford WFF Historic O&M Budget Summary

Historic Sanford WFF O&M Costs By Type

Category	Type	2022	2021	2020	Three Year Avg
SALARY AND WAGES	Fixed	\$584,157	\$614,717	\$587,190	\$595,355
401 K	Fixed	\$28,748	\$30,369	\$28,878	\$29,332
FICA	Fixed	\$42,635	\$44,698	\$42,826	\$43,386
INSURANCE	Fixed	\$109,497	\$114,412	\$103,009	\$108,973
RETIREMENT	Fixed	\$45,365	\$97,354	\$99,204	\$80,641
UNEMPLOYMENT INSURANCE	Fixed	\$207	\$111	\$1,747	\$688
OPEB EXPENSE	Fixed	\$60,701	\$148,995	\$119,883	\$109,859
EMPLOYEE TRAINING	Fixed	\$2,455	\$1,302	\$2,730	\$2,162
PROFESSIONAL SERVICES	Fixed	\$58,819	\$93,302	\$73,431	\$75,184
TELEPHONE	Fixed	\$4,592	\$4,720	\$3,186	\$4,166
CELL PHONES	Fixed	\$900	\$1,200	\$1,200	\$1,100
WIRELESS CONNECTIVITY	Fixed	\$602	\$617	\$1,278	\$832
PRINTING	Fixed	\$300	\$0	\$127	\$142
MAINTENANCE & REPAIR - BUILDIN	Fixed	\$10,324	\$32,149	\$43,864	\$28,779
MAINTENANCE & REPAIR - EQUIPMENT	Fixed	\$33,014	\$300,699	\$203,732	\$179,148
MAINTENANCE & REPAIR - AUTO	Fixed	\$1,059	\$676	\$784	\$840
POSTAGE	Fixed	\$6,557	\$5,884	\$4,604	\$5,682
FUEL & VEHICLE SUPPLIES	Fixed	\$3,353	\$2,161	\$2,256	\$2,590
DEPARTMENT SUPPLIES & MATL	Fixed	\$10,945	\$12,706	\$27,508	\$17,053
UNIFORMS	Fixed	\$3,177	\$3,678	\$3,579	\$3,478
CONTRACTUAL SERVICES	Fixed	\$17,952	\$21,650	\$19,718	\$19,774
DUES & SUBSCRIPTIONS	Fixed	\$7,545	\$8,450	\$7,683	\$7,893
INSURANCE & BONDS	Fixed	\$39,551	\$39,820	\$40,244	\$39,872
MISCELLANEOUS	Fixed	\$1,776	\$1,302	\$1,968	\$1,682
CAPITAL - MACHINERY & EQUIPMT	Fixed	\$12,500	\$172,280	\$106,720	\$97,167
UTILITIES	Variable	\$540,647	\$523,741	\$565,745	\$543,378
CHEMICALS	Variable	\$634,163	\$546,297	\$514,184	\$564,882
SLUDGE REMOVAL	Variable	\$109,325	\$101,843	\$107,758	\$106,309
Total		\$2,370,866	\$2,925,135	\$2,715,036	\$2,670,346

Historic Sanford WFF O&M Unit Costs

	2022	2021	2020	Three Year Avg
Fixed	\$1,086,730	\$1,753,253	\$1,527,349	\$1,455,778
Variable	\$1,284,136	\$1,171,881	\$1,187,687	\$1,214,568
Water Produced (MGD)	7.480	7.440	7.498	7.473
Water Produced (MG/year)	2,730	2,716	2,737	2,728
Water Produced (kgal/year)	2,730,200	2,715,600	2,736,770	2,727,523
Total O&M (\$/kgal)	\$0.87	\$1.08	\$0.99	\$0.98
Volume Based O&M (\$/kgal)	\$0.47	\$0.43	\$0.43	\$0.45
Utilites (\$/kgal)	\$0.20	\$0.19	\$0.21	\$0.20
Chemicals (\$/kgal)	\$0.23	\$0.20	\$0.19	\$0.21
Sludge Removal (\$/kgal)	\$0.04	\$0.04	\$0.04	\$0.04

APPENDIX
Current Contacts

CONSTRUCTION MANAGEMENT AGREEMENT

by and between

CITY OF SANFORD, NORTH CAROLINA,

TOWN OF HOLLY SPRINGS, NORTH CAROLINA,

TOWN OF FUQUAY-VARINA, NORTH CAROLINA,

TOWN OF PITTSBORO, NORTH CAROLINA,

and

REGIONS BANK

Dated as of [DATE]

CONSTRUCTION MANAGEMENT AGREEMENT

THIS CONSTRUCTION MANAGEMENT AGREEMENT, dated as of [DATE] (this “*Agreement*”), and entered into by and between the **CITY OF SANFORD, NORTH CAROLINA** (“*Sanford*”), the **TOWN OF HOLLY SPRINGS, NORTH CAROLINA** (“*Holly Springs*”), the **TOWN OF FUQUAY-VARINA, NORTH CAROLINA** (“*Fuquay*”), the **TOWN OF PITTSBORO, NORTH CAROLINA** (“*Pittsboro*” and together with Holly Springs and Fuquay, the “*Participants*,” and together with Sanford, the “*Municipalities*”), each a municipal corporation of the State of North Carolina, and **REGIONS BANK**, as escrow agent (the “*Escrow Agent*”), a state banking corporation duly organized and existing under the laws of the State of Alabama, which is authorized under such laws to exercise corporate trust powers.

WITNESSETH:

WHEREAS, the Municipalities are authorized under Article 20 of Chapter 160A of the North Carolina General Statutes (the “*Interlocal Cooperation Act*”) to enter into interlocal agreements with each other to execute any undertaking; and

WHEREAS, the Municipalities have determined to execute an undertaking to fund the construction of an 18 MGD expansion of Sanford’s water filtration facility (the “*Project*”) and share ownership and costs associated with the expanded water filtration facility (the “*Expanded WFF*”); and

WHEREAS, in furtherance of such undertaking, (1) the Participants have each entered into interlocal agreements with Sanford, dated January 18, 2021 (Fuquay), September 21, 2021 (Holly Springs), and January 12, 2022 (Pittsboro) related to Sanford’s engagement of an engineering firm for the design of the Project, and (2) the Municipalities have entered into a Interlocal Agreement for the Expansion of the Sanford Water Filtration Facility dated [DATE] to jointly finance the Project and memorialize their agreements concerning the ownership, management, maintenance, and operation of the Expanded WFF; and

WHEREAS, the Municipalities are authorized to construct and equip real and personal property constituting the Project and the Participants, under the Interlocal Cooperation Act, are authorized to enter into this Agreement to designate Sanford as their agent to contract for, coordinate payment of, and manage the construction of the Project on their behalf, and Sanford is willing to accept such an appointment; and

WHEREAS, the Municipalities will each deposit funds, secured through the issuance of revenue bonds, the acquisition of state or federal funds, and other funds available to the Municipalities, in the Acquisition and Construction Fund established under this Agreement from which Sanford will finance the Project; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Agreement do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Agreement;

NOW, THEREFORE, in consideration of the promises and of the mutual agreements and covenants contained in this Agreement and for other valuable consideration, the parties to this Agreement do hereby agree, in furtherance of such undertaking described above, as follows:

Section 1. Definitions. All words and phrases defined in Exhibit A of the Water Service Regionalization Interlocal Agreement have the same meaning in this Agreement and are incorporated herein by reference. In addition, as used in this Agreement, the following terms have the following meanings:

“Acquisition and Construction Fund” means the Sanford Water Filtration Facility Expansion Project Acquisition and Construction Fund created in Section 6 herein which is to be applied to pay the costs of the Project as provided herein.

“Agreement” means this Construction Management Agreement dated as of [DATE] between the Municipalities and the Escrow Agent.

“Business Day” means any day except any Saturday, any Sunday, any day which is a federal legal holiday in the United States, or any day on which banking institutions in the State of New York are authorized or required by law or other governmental action to close.

“Construction Cost Allocation” has the meaning set forth in the Water Service Regionalization Interlocal Agreement.

“Construction Cost Allocation Percentage” means (1) the Non-GAC Construction Cost Allocation Percentage when determining the allocation percentage of a Municipality’s Construction Cost Allocation for Project costs not related to GAC, and (2) the GAC Construction Cost Allocation Percentage when determining the allocation percentage of a Municipality’s Construction Cost Allocation for Project costs related to GAC.

“Construction Cost Budget” has the meaning set forth in the Water Service Regionalization Interlocal Agreement.

“Deposit Certificate” has the meaning set forth in Section 7 herein.

“Electronic Means” means the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, and passwords and/or authentication keys, or, with respect to communications to the Escrow Agent, any other method or system specified by the Escrow Agent as available for use in connection with its services hereunder.

“Engineering Interlocal Agreements” means, collectively, the interlocal agreements entered into by the Participants with Sanford, dated January 18, 2021 (Fuquay-Varina), September 21, 2021 (Holly Springs), and January 12, 2022 (Pittsboro) related to Sanford’s engagement of an engineering firm for the design of the Project.

“Escrow Agent” means Regions Bank, and its successors and assigns.

“Event of Default” means the occurrence of any of the following: (a) failure of any Municipality to deposit their Construction Cost Allocation into the applicable account or subaccount of the Acquisition and Construction Fund when due; (b) seizure of the funds in any Municipality’s Revenue Bonds Subaccount (as applicable) by the registered owners of such Municipality’s revenue bonds pursuant to the lien set forth in Section 6(a); (c) a Default under the Water Service Regionalization Interlocal Agreement; and (d) the default in the performance by any Municipality of any other material provisions contained in this Agreement, which default shall continue for 30 days after written notice by any non-defaulting Municipality or the Escrow Agent, as applicable, specifying such default and requiring the same to be remedied.

“Fuquay” means the Town of Fuquay-Varina, North Carolina.

“Fuquay Account” means the Fuquay Account of the Acquisition and Construction Fund created in Section 6 herein.

“Fuquay Other Funds Subaccount” means the Fuquay Other Funds Subaccount of the Fuquay Account created in Section 6 herein.

“Fuquay Revenue Bonds Subaccount” means the Fuquay Revenue Bonds Subaccount of the Fuquay Account created in Section 6 herein.

“Fuquay Representatives” means the Town Manager and the Finance Director of Fuquay.

“Fuquay Sales Tax Subaccount” means the Fuquay Sales and Use Tax Subaccount of the Fuquay Account created in Section 6 herein.

“GAC” means granular activated carbon.

“GAC Construction Cost Allocation Percentage” means the Municipalities’ respective allocation percentage of their Construction Cost Allocation related to Project costs for GAC, as set forth in the column titled “GAC Construction Cost Allocation” in Exhibit C of the Water Service Regionalization Interlocal Agreement.

“Holly Springs” means the Town of Holly Springs, North Carolina.

“Holly Springs Account” means the Holly Springs Account of the Acquisition and Construction Fund created in Section 6 herein.

“Holly Springs Other Funds Subaccount” means the Holly Springs Other Funds Subaccount of the Holly Springs Account created in Section 6 herein.

“Holly Springs Revenue Bonds Subaccount” means the Holly Springs Revenue Bonds Subaccount of the Holly Springs Account created in Section 6 herein.

“Holly Springs Representatives” means the Town Manager and the Finance Director of Holly Springs.

“Holly Springs Sales Tax Subaccount” means the Holly Springs Sales and Use Tax Subaccount of the Holly Springs Account created in Section 6 herein.

“Increased Costs Notice” has the meaning set forth in Section 3(a) herein.

“Incumbency Certificate” has the meaning set forth in Section 14 herein.

“Municipalities” means, collectively, Sanford, Holly Springs, Fuquay, and Pittsboro.

“Non-GAC Construction Cost Allocation Percentage” means the Municipalities’ respective allocation percentage of their Construction Cost Allocation related to Project costs that are not for GAC, as set forth in the column titled “Non-GAC Construction Cost Allocation” in Exhibit C of the Water Service Regionalization Interlocal Agreement.

“Participants” means, collectively, Holly Springs, Fuquay, and Pittsboro.

“Pittsboro” means the Town of Pittsboro, North Carolina.

“Pittsboro Account” means the Pittsboro Account of the Acquisition and Construction Fund created in Section 6 herein.

“Pittsboro Other Funds Subaccount” means the Pittsboro Other Funds Subaccount of the Pittsboro Account created in Section 6 herein.

“Pittsboro Representatives” means the Town Manager and the Finance Director of Pittsboro.

“Pittsboro Sales Tax Subaccount” means the Pittsboro Sales and Use Tax Subaccount of the Pittsboro Account created in Section 6 herein.

“Project” has the meaning set forth in the recitals hereto, as further described in the Water Service Regionalization Interlocal Agreement.

“Representatives” means, collectively, the Sanford Representatives, the Holly Springs Representatives, the Fuquay Representatives, and the Pittsboro Representatives.

“Sanford” means the City of Sanford, North Carolina.

“Sanford Account” means the Sanford Account of the Acquisition and Construction Fund created in Section 6 herein.

“Sanford Other Funds Subaccount” means the Sanford Other Funds Subaccount of the Sanford Account created in Section 6 herein.

“Sanford Revenue Bonds Subaccount” means the Sanford Revenue Bonds Subaccount of the Sanford Account created in Section 6 herein.

“Sanford Representatives” means the City Manager and the Financial Services Director of Sanford.

“Sanford Sales Tax Subaccount” means the Sanford Sales and Use Tax Subaccount of the Sanford Account created in Section 6 herein.

“SIFMA Index Rate” means, for any day, the interest rate determined on the basis of the seven-day high-grade market index comprised of tax-exempt variable rate demand obligations, as produced by or under the sponsorship of the Securities Industry and Financial Markets Association (*“SIFMA”*) (or any successor organization) and published the immediately preceding Wednesday of each week (or the next business day, if Wednesday is a SIFMA-recommended market holiday). For purposes of clarity, the SIFMA Index Rate shall be effective on each Thursday through the following Wednesday. In the event that the seven-day high grade market index comprised of tax-exempt variable rate demand obligations, as produced by or under the sponsorship of SIFMA (or any successor organization) is not available, the term *“SIFMA Index Rate”* shall mean a rate determined on the basis of a substantially similar interest rate index selected by the Escrow Agent. If the SIFMA Index Rate determined as above would be less than zero, then such rate shall be deemed to be zero.

“Water Service Regionalization Interlocal Agreement” means the Interlocal Agreement for the Expansion of the Sanford Water Filtration Facility dated [DATE] by and between the Municipalities.

Section 2. Sanford to Act as Agent; Indemnification. The Participants hereby appoint Sanford as their agent in connection with all phases of the construction, supervision and other accomplishment of the Project, including, without limitation, planning and budgeting of the construction of the Project, selecting contractors, negotiating contracts, periodic monitoring of construction work to assure compliance with plans and specifications for the Project, reviewing and paying of construction invoices, and coordinating required inspections, permits, and licenses for the Project. Sanford, as the agent of the Participants for the foregoing purposes, shall cause the Project to be completed in accordance with

the respective construction documents, the Engineering Interlocal Agreements, the Water Service Regionalization Interlocal Agreement, and any applicable requirements of governmental authorities and law.

Without limiting the generality of the foregoing and by way of illustration and not limitation:

(a) on commencement of construction, Sanford shall supervise and oversee the construction and the purchase of equipment, acting through its architects and agents, and pay the contractors' pay requests, fees, and cost of the Project pursuant to the provisions of this Agreement, resolve any disputes arising under the construction contract, and do all things necessary and required to commence and complete the Project;

(b) Sanford shall secure and maintain builder's risk insurance on the Project during construction, or require in the construction agreement that the contractor maintain such coverage; and

(c) Sanford shall require in all construction contracts that the contractor maintain such types and amounts of insurance coverage as is customarily required by a unit of local government for the construction of water filtration facilities, to include comprehensive general liability insurance.

To the extent permitted by law, Sanford shall indemnify and hold the Participants harmless against and from all claims by or on behalf of any person, firm, corporation or other legal entity arising from the construction and other accomplishment of the Project. Sanford shall promptly notify the Participants of any action or proceeding brought in connection with any such claims arising from the construction and other accomplishment of the Project.

Section 3. Description of Project; Increased Project Costs.

(a) Sanford has the right to make any changes in the description of the Project, the improvements on the site of the Project, or any component part of the Project, provided that any change that increases the Project costs in the aggregate by more than the Construction Cost Budget or that materially modifies the scope or nature of the Project shall require the written consent of all the Participants. Each of the Municipalities shall include in their project ordinance their pro rata share of the Construction Cost Budget based on the Municipalities' respective Construction Cost Allocation Percentage. If Sanford determines that construction costs of the Project will exceed the Construction Cost Budget, Sanford shall notify the Participants of the need for an amendment to the project ordinance, which notice shall be substantially in the form attached hereto as Exhibit A (the "*Increased Costs Notice*") and include the change order from the contractor, the amount of the increase in the costs of the Project, and the reason for the change. Each of the Participants shall transfer to the Escrow Agent for deposit to the credit of the Acquisition and Construction Fund their pro rata share of the increased construction costs based on the Participants' respective Construction Cost Allocation Percentage within five days of receipt of the Increased Costs Notice, provided that if the pro rata share of the increased construction costs for the Project for any Participant exceeds \$1,000,000, such Participant shall have 30 days after receipt of the Increased Costs Notice to have their amendment to the project ordinance approved by their respective governing body and have 45 days after receipt of the Increased Costs Notice to transfer to the Escrow Agent for deposit to the credit of the Acquisition and Construction Fund their pro rata share of the increased construction costs, provided further that if any Participant needs to issue debt to raise such funds, such Participant shall notify Sanford within 5 Business Days of receipt of the Increased Costs Notice from Sanford of the need to issue debt and make a good faith effort to close on such debt financing within 120 days of receipt of the Increased Costs Notice from Sanford. Upon the adoption of the amendment to the project ordinance of a Participant's governing body, such Participant shall execute and deliver the Increased Costs Notice sent by Sanford.

(b) The Escrow Agent shall not be liable for any increased amounts or any deficiency in the Acquisition and Construction Fund, except as may be caused by its negligence or willful misconduct in the performance of any obligation imposed on it under this Agreement.

(c) Sanford shall have the right to pre-audit any change orders within the Construction Cost Budget on behalf of the Participants in accordance with N.C.G.S. 159-28. Sanford shall submit all change orders in excess of the Construction Cost Budget to the Participants as set forth in Section 3(a) herein and shall have the right to pre-audit such change orders on behalf of the Participants upon the execution and delivery by the Participants of the Increased Costs Notice.

Section 4. Right of Sanford to Enforce Contracts. The Participants hereby assign to Sanford all of their rights and powers under all purchase orders and contracts Sanford enters into with respect to the Project, and Sanford has the right to enforce in its own name or the name of the Participants such purchase orders or contracts.

Section 5. Acceptance. Sanford, for \$1.00 and other good and valuable consideration in hand received, does hereby accept the foregoing appointment as agent of each of the Participants for the purposes set forth in this Agreement.

Section 6. Acquisition and Construction Fund.

(a) There is hereby created and established with the Escrow Agent a special fund designated the “*Sanford Water Filtration Facility Expansion Project Acquisition and Construction Fund*” (the “*Acquisition and Construction Fund*”) to be held in the custody of the Escrow Agent separate and apart from other funds and accounts of the Municipalities and the Escrow Agent. Within the Acquisition and Construction Fund, there is hereby created and established with the Escrow Agent the following accounts and subaccounts:

(i) A “*Sanford Account of the Acquisition and Construction Fund*” (the “*Sanford Account*”) and within the Sanford Account, a “*Sanford Revenue Bonds Subaccount of the Sanford Account*” (the “*Sanford Revenue Bonds Subaccount*”), a “*Sanford Other Funds Subaccount of the Sanford Account*” (the “*Sanford Other Funds Subaccount*”), and a “*Sanford Sales and Use Tax Subaccount of the Sanford Account*” (the “*Sanford Sales Tax Subaccount*”). Sanford hereby pledges all funds in the Sanford Revenue Bonds Subaccount to the trustee under the Amended and Restated General Trust Indenture dated as of June 1, 2020 (the “*Sanford Bond Indenture*”) between Sanford and Regions Bank, as trustee, for the benefit of the registered owners of the revenue bonds issued under the Sanford Bond Indenture, and such funds are hereby subjected to the lien thereof and shall become part of the Trust Estate (as defined in the Sanford Bond Indenture) created under the Sanford Bond Indenture pursuant to Clause III of the Granting Clauses in the Sanford Bond Indenture.

(ii) A “*Holly Springs Account of the Acquisition and Construction Fund*” (the “*Holly Springs Account*”) and within the Holly Springs Account, a “*Holly Springs Revenue Bonds Subaccount of the Holly Springs Account*” (the “*Holly Springs Revenue Bonds Subaccount*”), a “*Holly Springs Other Funds Subaccount of the Holly Springs Account*” (the “*Holly Springs Other Funds Subaccount*”), and a “*Holly Springs Sales and Use Tax Subaccount of the Holly Springs Account*” (the “*Holly Springs Sales Tax Subaccount*”). Holly Springs hereby pledges all funds in the Holly Springs Revenue Bonds Subaccount to the trustee under a General Trust Indenture to be dated on or about October 1, 2023 (the “*Holly Springs Bond Indenture*”) between Holly Springs and a financial institution named therein, as trustee, for the benefit of the registered owners of the revenue bonds issued under the Holly Springs Bond Indenture, and such funds are hereby subjected to the lien thereof and shall become part of the Trust Estate (as defined in the Holly Springs Bond

Indenture) created under the Holly Springs Bond Indenture pursuant to Clause III of the Granting Clauses in the Holly Springs Bond Indenture.

(iii) A *“Fuquay Account of the Acquisition and Construction Fund”* (the *“Fuquay Account”*) and within the Fuquay Account, a *“Fuquay Revenue Bonds Subaccount of the Fuquay Account”* (the *“Fuquay Revenue Bonds Subaccount”*), a *“Fuquay Other Funds Subaccount of the Fuquay Account”* (the *“Fuquay Other Funds Subaccount”*), and a *“Fuquay Sales and Use Tax Subaccount of the Fuquay Account”* (the *“Fuquay Sales Tax Subaccount”*). Fuquay hereby pledges all funds in the Fuquay Revenue Bonds Subaccount to the trustee under the Master Trust Agreement dated as of March 1, 2016 (the *“Fuquay Trust Agreement”*) between Fuquay and U.S. Bank Trust Company, National Association, as successor trustee, for the benefit of the registered owners of the revenue bonds issued under the Fuquay Trust Agreement, and such funds are hereby subjected to the lien thereof.

(iv) A *“Pittsboro Account of the Acquisition and Construction Fund”* (the *“Pittsboro Account”*) and within the Pittsboro Account, a *“Pittsboro Other Funds Subaccount of the Pittsboro Account”* (the *“Pittsboro Other Funds Subaccount”*) and a *“Pittsboro Sales and Use Tax Subaccount of the Pittsboro Account”* (the *“Pittsboro Sales Tax Subaccount”*).

The Escrow Agent shall create additional accounts and subaccounts within the Acquisition and Construction Fund on any of the Municipalities’ written direction, provided that the Escrow Agent may only create a subaccount within a Participant’s account of the Acquisition and Construction Fund with the written direction of such Participant.

(b) Money in the Acquisition and Construction Fund shall be applied to the costs of the Project. The Acquisition and Construction Fund, including all accounts and subaccounts thereof, shall remain open until this Agreement is terminated in accordance with Section 23 herein. The balance, if any, remaining in the Acquisition and Construction Fund, including any account or subaccount thereof, after termination of this Agreement in accordance with Section 23 herein, shall be disbursed back to the applicable Participant and may be used for any purpose permitted by applicable law, provided that funds remaining in any Municipality’s Revenue Bonds Subaccount (as applicable) shall be used as provided in the bond documents authorizing such revenue bonds.

(c) The Escrow Agent will hold each account and subaccount of the Acquisition and Construction Fund as a separate trust fund wholly segregated from all other funds and accounts held in any capacity and will make disbursements from each account and subaccount of the Acquisition and Construction Fund only in accordance with the provisions of this Agreement

(d) Under no circumstances will the Escrow Agent have a lien on the Acquisition and Construction Fund for its charges, fees and expenses and under no circumstances will the Escrow Agent make any claim against the Acquisition and Construction Fund for such charges, fees and expenses.

Section 7. Deposits into the Acquisition and Construction Fund. On or after execution of this Agreement, the Municipalities shall each cause to be irrevocably deposited with the Escrow Agent, in one or more deposits, their respective Construction Cost Allocation. When depositing funds into the Acquisition and Construction Fund, each Participant and the Escrow Agent shall execute and deliver a deposit certificate substantially in the form attached hereto as Exhibit B (the *“Deposit Certificate”*). Upon receipt of funds from the Municipalities accompanied by a Deposit Certificate, the Escrow Agent shall deposit such funds in the applicable account of the Acquisition and Construction Fund as directed in such Deposit Certificate.

Section 8. Investment. The money in the respective accounts and subaccounts of the Acquisition and Construction Fund will be deposited at interest or invested and reinvested as permitted under Section 159-30 of the General Statutes of North Carolina, as amended, as directed in each Deposit Certificate by the Representatives of the Municipalities for which each of the respective accounts is held.

Section 9. Requisition and Disbursements.

(a) The Escrow Agent shall disburse the money in the Acquisition and Construction Fund in payment for Project costs promptly only upon receipt of a disbursement request substantially in the form attached hereto as Exhibit C (the “*Disbursement Request*”) executed by a Sanford Representative, which shall be accompanied by such back-up information (including bills, paid invoices, payroll records, inspections, certifications, etc.) as the Escrow Agent and the Participants may reasonably require. The Participants shall have the right to request from Sanford, and Sanford shall provide, additional information related to requisitions from the Acquisition and Construction Fund necessary to maintain adequate books and records and satisfy their respective auditors. Payment by the Escrow Agent from money in the Acquisition and Construction Fund shall be to Sanford. The Project may be constructed and improved as individual items or as groups of items.

(b) Upon the receipt of a Disbursement Request, the Escrow Agent shall withdraw a pro rata amount necessary to pay the Disbursement Request from each of the Sanford Account, the Holly Springs Account, the Fuquay Account, and the Pittsboro Account, which pro rata amount shall be based on the Municipalities’ respective Construction Cost Allocation Percentage. A Sanford Representative shall confirm the Construction Cost Allocation Percentage in each Disbursement Request.

(c) Within 15 Business Days after the execution and delivery of this Agreement, each Municipality shall submit a requisition plan (the “*Requisition Plan*”) to the Escrow Agent substantially in the form attached hereto as Exhibit D that directs the Escrow Agent how such Municipality would like funds withdrawn from their respective account or subaccount of the Acquisition and Construction Fund upon the Escrow Agent’s receipt of a Disbursement Request from Sanford. Each Municipality may amend their Requisition Plan from time to time by submitting a new Requisition Plan to the Escrow Agent.

(d) Each Municipality shall ensure that there are sufficient funds in its respective account or subaccount of the Acquisition and Construction Fund to pay its pro rata share (based on such Municipality’s respective Construction Cost Allocation Percentage) of all amounts Sanford requests in a Disbursement Request. If the Escrow Agent determines that there are insufficient funds in any Municipality’s account or subaccount of the Acquisition and Construction Fund to pay their pro rata share of an amount Sanford requests in a Disbursement Request, the Escrow Agent shall promptly provide Sanford and the applicable Municipality a notice of such deficiency (a “*Deficiency Notice*”) substantially in the form attached hereto as Exhibit E. Upon receipt of a Deficiency Notice, the applicable Municipality shall deposit the requisite amount to cure such deficiency in the applicable account or subaccount of the Acquisition and Construction Fund within 7 Business Days of receipt of the Deficiency Notice from the Escrow Agent. Notwithstanding any Requisition Plan submitted to the Escrow Agent in accordance with Section 9(c) or the direction of any Municipality to the contrary, if the applicable Municipality fails to deposit sufficient funds to cure the deficiency in the applicable account or subaccount of the Acquisition and Construction Fund within 7 Business Days of receipt of the Deficiency Notice, Sanford may, at its option, direct the Escrow Agent to withdraw funds from any other account or subaccount of the Acquisition and Construction Fund of such Municipality to cure such deficiency, provided that, (1) subject to the provisions set forth in Section 3, no Municipality shall be obligated to deposit more funds in the aggregate in the Acquisition and Construction Fund than their respective Construction Cost Allocation, and (2) under no circumstances will the Escrow Agent withdraw funds from the account or subaccount of a Municipality to cure a deficiency in the account or subaccount of another Municipality.

If no funds are available in any account or subaccount of a deficient Participant to cure such deficiency and such Participant has failed to cure such deficiency within 7 Business Days of receipt of the Deficiency Notice from the Escrow Agent, Sanford may, at its option, pay any amounts owed on the deficient Participant's behalf and charge such deficient Participant an amount equal to the amount Sanford paid on the deficient Participant's behalf, plus interest on such amount equal to two times the SIFMA Index Rate in effect on the date Sanford made such payment on the Participant's behalf. Upon Sanford's written direction, the Escrow Agent shall calculate the SIFMA Index Rate and send the deficient Participant a bill for the total amount owed, which the deficient Participant shall pay within 7 Business Days.

(e) Notwithstanding the foregoing, requisitions and disbursements related to the payment or reimbursement of State of North Carolina sales and use taxes, including any deficiency of funds, shall be handled in accordance with Section 10 herein.

Section 10. Sales and Use Tax.

(a) Sanford shall include in each Disbursement Request submitted to the Escrow Agent pursuant to Section 9 the amount of State of North Carolina sales and use tax to be paid on the Project costs referenced in the Disbursement Request, including a breakdown of the portion of the sales and use tax for Project costs related to GAC and the portion of the sales and use tax for Project costs not related to GAC.

(b) Notwithstanding anything in this Agreement to the contrary, upon receipt of a Disbursement Request that contains a requisition for sales and use tax, the Escrow Agent shall withdraw a pro rata amount necessary to pay the sales and use tax portion of such Disbursement Request from each Municipality's Sales Tax Subaccount, which pro rata amount shall be based on each Municipality's respective Construction Cost Allocation Percentage. The Escrow Agent shall use the Non-GAC Construction Cost Allocation Percentage to calculate the sales and use taxes to be paid for Project costs not related to GAC, and the GAC Construction Cost Allocation Percentage to calculate the sales and use taxes to be paid for Project costs related to GAC.

(c) Each Municipality shall ensure that there are sufficient funds in its respective Sales Tax Subaccount to pay its pro rata share (based on such Municipality's respective Construction Cost Allocation Percentage) of sales and use taxes Sanford requests in a Disbursement Request, provided that the Municipalities shall not deposit funds restricted in their use, such as revenue bond proceeds or State Revolving Fund loan proceeds, into their respective Sales Tax Subaccount. If the Escrow Agent determines that there are insufficient funds in any Participant's Sales Tax Subaccount to pay their pro rata share of sales and use taxes, the Escrow Agent shall promptly provide a Deficiency Notice to Sanford and the applicable Participant of such deficiency. The deficient Participant shall deposit the requisite amount to cure such deficiency in the Sales Tax Subaccount within 3 Business Days of receipt of the Deficiency Notice from the Escrow Agent. If the deficient Participant does not cure such deficiency within 3 Business Days, Sanford may, at its option, pay such Participant's sales and use tax on the Participant's behalf and charge the Participant an amount equal to the amount Sanford paid on the Participant's behalf, plus interest on such amount equal to two times the SIFMA Index Rate in effect on the date Sanford made such sales and use tax payment on the Participant's behalf. Upon Sanford's written direction, the Escrow Agent shall calculate the SIFMA Index Rate and send the deficient Participant a bill for the amount owed, which the deficient Participant shall pay within 7 Business Days.

(d) Sanford shall cause all amounts received as State of North Carolina sales tax refunds with respect to expenditures made in connection with the Project to be deposited with the Escrow Agent pro rata based on the Construction Cost Allocation Percentage in each Municipality's Sales Tax Subaccount. When depositing such sales tax refunds, Sanford shall use the Non-GAC Construction Cost Allocation Percentage for sales and use tax refunds received for Project costs not related to GAC, and the GAC Construction Cost Allocation Percentage for sales and use tax refunds received for Project costs related to GAC.

(e) Sanford shall include the following language in all construction agreements:

“Pursuant to N.C.G.S. § 105-164.14, Sanford is eligible for sales and use tax refunds on all materials which become a permanent part of the construction. The Contractor agrees to provide Sanford documentation which meets the requirements of Sales and Use Tax Regulation 42 regarding requests for refund of sales and use taxes. Those requirements are outlined below:

All refund claims must be substantiated by proper documentary proof and only those taxes actually paid by the claimant during the fiscal year covered by the refund claim may be included in the claim.

Any local ... sales or use taxes included in the claim must be separately stated in the claim for refund. In cases where more than one county's sales and use tax has been paid, a break down must be attached to the claim for refund showing the amount of each county's . . . local tax separately.

To substantiate a refund claim for sales and use taxes paid on purchases of building materials, supplies, fixtures, and equipment by its Contractor, the claimant must secure from such Contractor certified statements setting forth the cost of the property purchased from each vendor and the amount of state and local sales and/or use taxes paid thereon. Such statement must also include the cost of any tangible personal property withdrawn from the Contractor's warehouse stock and the amount of state and local sales or use tax paid thereon by the Contractor. Similar certified statements by his subcontractors must be obtained by the General Contractor and furnished to the claimant (Sanford). Any local . . . sales or use taxes included in the Contractor's statements must be shown separately from the State sales or use taxes. The Contractor's statements must not contain sales or use taxes paid on purchases of tangible personal property purchased by such Contractors for use in performing the contract which does not annex to, affix to or in some manner become a part of the building or structure being erected, altered or repaired for the governmental entities as defined by N.C.G.S. § 105-164.14(c). Examples of property on which sales and use tax has been paid by the Contractor and which should not be included in the Contractor's statement are scaffolding, forms for concrete, fuel for the operation of machinery and equipment, tools, equipment repair parts and equipment rentals, blueprints, etc.

The Contractor shall submit notarized sales tax certificates which meet the requirements detailed above with each Application for Payment. Payment will not be made until the sales tax certificate(s) have been submitted to Sanford. Sanford is the recipient of sales tax refunds and no such funds shall be provided to Contractor, or claim made by Contractor therefor.”

Section 11. Report. The Escrow Agent shall deliver or otherwise make available to the Municipalities on or before the 15th day of each month, beginning with the 15th day of the month following the date of this Agreement, a report of each transaction relating to the Acquisition and Construction Fund, broken down by each account and subaccount thereunder, through the last Business Day of the preceding month.

Section 12. Escrow Agent's Fees; Indemnification of Escrow Agent. The Escrow Agent's fees and costs for and in carrying out the provisions of this Agreement have been fixed, which fees and costs are to be paid by the Municipalities as they are due from funds of the Municipalities pro rata based on the Construction Cost Allocation Percentage and not from funds in the Acquisition and Construction Fund. The Municipalities agree to indemnify and hold harmless the Escrow Agent, to the extent permitted by law, against any liability which it may incur while acting reasonably and in good faith in its capacity as Escrow Agent under this Agreement except for its own negligence or willful misconduct, as determined by a court of competent jurisdiction in a final, non-appealable judgment, such indemnification including, but

not limited to, any court costs and reasonable attorneys' fees, costs and expenses. The Escrow Agent is not liable for any loss resulting from any investment made at the direction of the Municipalities pursuant to the terms and provisions of this Agreement. The indemnification provided to the Escrow Agent hereunder shall survive the termination of this Agreement or the sooner resignation or removal of the Escrow Agent.

Section 13. Escrow Agent Generally.

(a) The Escrow Agent has no responsibility to the Municipalities or any person in connection herewith except as specifically provided herein and is not responsible for anything done or omitted to be done by it, except for its own negligence or willful misconduct in the performance of any obligation imposed on it hereunder.

(b) Subject to the exception in paragraph (a) as to its own negligence or willful misconduct, the Escrow Agent has no responsibility for verifying the genuineness, correctness, or competence of any document, instrument or writing, and shall not be charged with knowledge or notice of any fact or circumstance not specifically set forth herein.

(c) The Escrow Agent may conclusively rely and act on any written notice, request, waiver, consent, certificate, receipt, authorization, power of attorney, or other instrument or document received from the Representatives which the Escrow Agent reasonably and in good faith believes to be genuine and to be what it purports to be.

(d) The Escrow Agent has no duty to determine or inquire into the happening or occurrence of any event or contingency or the performance or failure of performance of the Municipalities with respect to arrangements or contracts with others. The Escrow Agent may request from the Municipalities or any person such reasonable evidence as the Escrow Agent in its discretion deems necessary to determine any fact relating to the occurrence of any event or contingency and in this connection may inquire and consult with the Municipalities, among others, at any time. The Municipalities shall provide such evidence to the Escrow Agent and the Escrow Agent is entitled to rely thereon.

(e) The Escrow Agent has no liability for following any instructions given by the Municipalities or in this Agreement or set forth in any court or administrative order.

(f) The Escrow Agent is authorized to comply with orders issued or process entered by any court with respect to the Acquisition and Construction Fund, without determination by the Escrow Agent of such court's jurisdiction in the matter. If the Acquisition and Construction Fund or any portion is at any time attached or levied on under any court order, or if the payment, assignment, transfer or delivery of any such property is stayed or enjoined by any court order, or if any order, judgment or decree is made or entered by any court affecting such property, then and in any such event, the Escrow Agent is authorized to rely on and comply with any such order, judgment or decree without the need for appeal or other action; and if the Escrow Agent complies with any such order, judgment or decree, it is not liable to any party hereto or to any other person or entity by reason of such compliance even if such order, judgment or decree is subsequently reversed, modified, set aside or vacated.

(g) The Escrow Agent is not a party to, nor is it bound by nor need it give consideration to the terms or provisions of any other agreement or undertaking between the Municipalities and any other person, and the Escrow Agent assents to and is to give consideration only to the terms and provisions of this Agreement.

(h) The Escrow Agent may resign and thereby become discharged from the trusts hereby created by notice in writing given to the Municipalities not less than 30 days before such resignation is to take effect. The Escrow Agent agrees to serve as Escrow Agent until a successor is appointed. Such resignation is effective immediately, however, on the appointment of a successor Escrow Agent if such successor Escrow Agent is appointed before the expiration of said notice period. If such appointment of a successor Escrow Agent is not made within 30 days after the date that such resignation was to take effect as provided in the notice thereof given to the Municipalities, then the Escrow Agent may apply to a court of competent jurisdiction to appoint a successor Escrow Agent and give notice thereof to the Municipalities and not object to the Municipalities' intervention therein.

(i) The Escrow Agent may be replaced by the Sanford with the consent of the Participants and thereby become discharged from the trusts hereby created by notice in writing given from Sanford to the Escrow Agent not less than 30 days before such replacement is to take effect. The Escrow Agent agrees to serve as Escrow Agent until a successor is appointed. Such replacement is effective immediately, however, on the appointment of a successor Escrow Agent if such successor Escrow Agent is appointed before the expiration of said notice period.

(j) If a disagreement or dispute arises under this Agreement, or if adverse claims or demands are made in connection with this Agreement or any property involved herein or affected hereby, the Escrow Agent may petition any court of competent jurisdiction to resolve the disagreement or dispute or adverse claims or demands and shall, at the time of filing such petition, give notice thereof to the Municipalities within 5 days after the date of such filing. In connection therewith, the Escrow Agent may (but is not required to) tender into the custody of the court all money or property in its hands under the terms of this Agreement, and then be discharged from all further duties under this Agreement. The filing of any such legal proceeding does not deprive Escrow Agent of its compensation earned before such filing.

(k) The Escrow Agent may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees but shall be answerable for the conduct of the same in accordance with the standard specified above, and shall be entitled to consult with counsel and act on an opinion of counsel concerning all matters of trust hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers, and employees as may reasonable be employed in connection with the trusts hereof.

(l) The Escrow Agent has no obligation to use its own funds to satisfy any obligations under this Agreement.

(m) Notwithstanding any other provision in this Agreement to the contrary, no provision of this Agreement shall be construed to relieve the Escrow Agent from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that: (1) the Escrow Agent shall not be liable for any error in judgment made in good faith, unless it is proved that the Escrow Agent was negligent in ascertaining the pertinent facts, and (2) the Escrow Agent is not liable with respect to any action it takes or omits to be taken by it in good faith in accordance with the direction of the Municipalities under any provision of this Agreement relating to the time, method and place of conducting any proceeding for any remedy available to the Escrow Agent, or exercising any trust or power conferred upon the Escrow Agent under this Escrow Agreement.

Section 14. Directions to the Escrow Agent; Designation of Representatives. The Escrow Agent may accept and act upon directions or instructions given pursuant to this Agreement and signed by

a Representative. Each Municipality shall provide to the Escrow Agent an incumbency certificate substantially in the form attached hereto as Exhibit F (the “*Incumbency Certificate*”) designating the Representatives for such Municipality and containing specimen signatures of such Representatives, which incumbency certificate may be amended from time to time by submitting a new Incumbency Certificate to the Escrow Agent.

Section 15. Default. On the occurrence and continuance of an Event of Default by any Municipality, the Municipalities shall follow the dispute resolution process set forth in Section 26 of the Water Service Regionalization Interlocal Agreement. If the Event of Default has not been resolved upon the completion of the dispute resolution process set forth in Section 26 of the Water Service Regionalization Interlocal Agreement, the default provisions and remedies set forth in Section 37 of the Water Service Regionalization Interlocal Agreement shall apply. Notwithstanding anything in this Agreement to the contrary, in the event of an Event of Default by Sanford that has not been resolved upon the completion of the dispute resolution process set forth in Section 26 of the Water Service Regionalization Interlocal Agreement, each non-defaulting Participant shall have the right to withdraw any funds deposited in their respective accounts and subaccounts of the Acquisition and Construction Fund.

Section 16. Notices. All notices, certificates or other communications are sufficiently given and shall be deemed given when delivered by Electronic Means, delivered or mailed by certified or registered mail, postage prepaid, or by commercial package delivery, or in such other manner as the recipient permits, as follows:

If to Sanford:	City of Sanford, North Carolina P.O. Box 3729 225 E. Weatherspoon Street Sanford, North Carolina 27331 Attention: Financial Services Director beth.kelly@sanfordnc.net
If to Holly Springs:	Town of Holly Springs, North Carolina P.O. Box 8 Holly Springs, North Carolina 27540 Attention: Finance Director tina.stroupe@hollyspringsnc.gov
If to Fuquay:	Town of Fuquay-Varina, North Carolina 134 N. Main Street Fuquay-Varina, North Carolina 27526 Attention: Finance Director jcrabtree@fuquay-varina.org
If to Pittsboro:	Town of Pittsboro, North Carolina P.O. Box 759 635 East Street Pittsboro, North Carolina 27312 Attention: Finance Director hmeacham@pittsboronc.gov
If to the Escrow Agent:	Regions Bank 1180 West Peachtree Street, Suite 1200 Atlanta, Georgia 30309 Attention: Corporate Trust Department

The Municipalities and the Escrow Agent may, by written notice, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent, including electronic delivery.

Section 17. *Miscellaneous Expenses.* The Municipalities shall pay their pro rata portion of all fees, costs, and expenses incurred by Sanford or the Escrow Agent in connection with the administration of this Agreement based on each Municipality's Construction Cost Allocation Percentage, excluding any expenses for construction costs of the Project (which would be included in each Municipality's Construction Cost Allocation) or expenses incurred in connection with an Event of Default.

Section 18. *Merger or Acquisition.* If any Municipality merges with any other Municipality or acquires such Municipality's ownership interest in the Expanded WFF through any method, the surviving or acquiring Municipality, as applicable, will acquire the rights and responsibilities of the non-surviving Municipality set forth in this Agreement.

Section 19. *Severability.* If any one or more of the covenants or agreements provided in this Agreement on the part of the parties hereto to be performed are determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement is to be deemed and construed to be severable from the remaining covenants and agreements herein contained and in no way affects the validity of the remaining provisions of this Agreement.

Section 20. *Law.* This Agreement is governed exclusively by the laws of the State of North Carolina without regard to conflict of law principles. It inures to and is binding on the parties hereto and their respective successors and assigns.

Section 21. *Execution in Counterparts, Electronic Signatures.* This Agreement may be executed in any number of counterparts, by manual, facsimile, digital, electronic or .pdf file signatures, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument. An executed copy of this Agreement delivered by Electronic Means will be deemed to have the same legal effect as delivery of a manual signed copy of this Agreement. This Agreement and related documents may be sent and stored by Electronic Means.

Section 22. *Amendments and Further Instruments.* The Municipalities may, from time to time, execute and deliver such amendments to this Agreement and such further instruments as may be required or desired for carrying out the expressed intention of this Agreement.

Section 23. *Duration; Termination.* This Agreement shall be effective on the date hereof and shall remain in full force and effect until (1) the Project is complete and all remaining costs and expenses related to the Project have been paid, each as certified in writing to the Escrow Agent by a Sanford Representative, (2) all amounts filed and received by Sanford as State of North Carolina sales tax refunds with respect to expenditures made in connection with the Project have been paid to all Participants pursuant to Section 10 herein, as certified in writing to the Escrow Agent by a Sanford Representative, and (3) no funds remain in the Acquisition and Construction Fund. This Agreement may be terminated by the mutual consent of the Municipalities, provided that if an Event of Default has occurred and is continuing, the provisions of Section 15 herein shall apply.

Section 24. *References to Fees and Expenses.* Wherever this Agreement contains a reference to fees or expenses, such reference is deemed to include the word "reasonable" as an antecedent thereto.

Section 25. E-Verify. The Escrow Agent understands that “E-Verify” is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with Section 64-25(5) of the General Statutes of North Carolina, as amended. The Escrow Agent uses E-Verify to verify the work authorization of its employees in accordance with Section 64-26(a) of the General Statutes of North Carolina, as amended, including with respect to subcontractors the Escrow Agent may use in connection with this Agreement, if any.

IN WITNESS WHEREOF, the parties to this Agreement have executed and attested this Agreement by their duly authorized officers as of the day and year first written above.

CITY OF SANFORD, NORTH CAROLINA

[SEAL]

By: _____
City Manager

Attest:

City Clerk

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

Financial Services Director

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

[COUNTERPART SIGNATURE PAGE TO CONSTRUCTION MANAGEMENT AGREEMENT DATED AS OF
[DATE]]

TOWN OF HOLLY SPRINGS, NORTH CAROLINA

[SEAL]

By: _____
Town Manager

Attest:

Town Clerk

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

Finance Director

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

[COUNTERPART SIGNATURE PAGE TO CONSTRUCTION MANAGEMENT AGREEMENT DATED AS OF
[DATE]]

TOWN OF FUQUAY-VARINA, NORTH CAROLINA

[SEAL]

By: _____
Town Manager

Attest:

Town Clerk

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

Finance Director

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

[COUNTERPART SIGNATURE PAGE TO CONSTRUCTION MANAGEMENT AGREEMENT DATED AS OF
[DATE]]

TOWN OF PITTSBORO, NORTH CAROLINA

[SEAL]

By: _____
Town Manager

Attest:

Town Clerk

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

Finance Director

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

[COUNTERPART SIGNATURE PAGE TO CONSTRUCTION MANAGEMENT AGREEMENT DATED AS OF
[DATE]]

REGIONS BANK, as Escrow Agent

By: _____
Vice President

EXHIBIT A

INCREASED COSTS NOTICE

_____, 20__

Town of Holly Springs, North Carolina
P.O. Box 8
Holly Springs, North Carolina 27540
Attention: Finance Director
tina.stroupe@hollyspringsnc.gov

Town of Pittsboro, North Carolina
P.O. Box 759
635 East Street
Pittsboro, North Carolina 27312
Attention: Finance Director
hmeacham@pittsboronc.gov

Town of Fuquay-Varina, North Carolina
134 N. Main Street
Fuquay-Varina, North Carolina 27526
Attention: Finance Director
jcrabtree@fuquay-varina.org

***Re: Increase in Budgeted Construction Costs for the Sanford Water Filtration Facility
Expansion Project***

Ladies and Gentlemen:

Pursuant to Section 3(a) of the Construction Management Agreement (the “*Agreement*”) dated as of [DATE] (the “*Agreement*”), by and between the City of Sanford, North Carolina, the Town of Holly Springs, North Carolina, the Town of Fuquay-Varina, North Carolina, the Town of Pittsboro, North Carolina, and Regions Bank, as escrow agent (the “*Escrow Agent*”), you are hereby notified that the construction costs of the Project have exceeded the Construction Cost Budget. Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Agreement.

The undersigned, as a Sanford Representative, hereby certifies as follows:

1. The total amount of the increased construction costs in excess of the Construction Cost Budget is \$_____.

2. The reason for the change order increasing the construction costs of the Project is to _____.

3. Each Municipality’s share of the increased costs of the Project, which share is based on the Construction Cost Allocation Percentage, is as follows:

Non-GAC Allocation		GAC Allocation	
Municipality	Percentage	Municipality	Percentage
Sanford	___%	Sanford	___%
Holly Springs	___%	Holly Springs	___%
Fuquay	___%	Fuquay	___%
Pittsboro	___%	Pittsboro	___%

4. This notice is accompanied by a copy of the change order by the applicable contractor requesting such increased construction costs of the Project. Sanford will provide any additional back-up information as the Participants may reasonably require.

The undersigned, as Representatives of Holly Springs, Fuquay, and Pittsboro, hereby accept, acknowledge, and consent to the increased construction costs of the Project set forth herein, and hereby certify that their respective governing bodies have adopted an amendment to the project ordinance for such increased costs and will deposit their portion of such increased costs as set forth above into their respective accounts and subaccounts of the Acquisition and Construction Fund in accordance with Section 7 of the Agreement.

TOWN OF HOLLY SPRINGS

Name:
Title:

TOWN OF PITTSBORO

Name:
Title:

TOWN OF FUQUAY-VARINA

Name:
Title:

EXHIBIT B

DEPOSIT CERTIFICATE

Regions Bank
1180 West Peachtree Street, Suite 1200
Atlanta, Georgia 30309
Attention: Corporate Trust Department

Pursuant to Section 7 of the Construction Management Agreement dated as of [DATE] (the “Agreement”), by and between the City of Sanford, North Carolina, the Town of Holly Springs, North Carolina, the Town of Fuquay-Varina, North Carolina, the Town of Pittsboro, North Carolina, and Regions Bank, as escrow agent (the “Escrow Agent”), the [City/Town Name] has caused to be deposited with the Escrow Agent, and the Escrow Agent hereby acknowledges receipt of, \$_____ for deposit in the Acquisition and Construction Fund.

From such funds, the Escrow Agent is hereby directed to immediately deposit \$_____ in the [City/Town Name] Revenue Bonds Subaccount [and \$_____ in the [City/Town Name] Other Funds Subaccount] and invest such funds as follows: [insert investment instructions]

Funds deposited in the Acquisition and Construction Fund pursuant to this Deposit Certificate shall be applied as directed in Section 9 of the Agreement.

Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Agreement.

WITNESS our hands as of the _____ day of _____, 20__.

[CITY/TOWN NAME], NORTH CAROLINA

Name:

Title:

ACKNOWLEDGED AND ACCEPTED:

REGIONS BANK

[CITY OF SANFORD, NORTH CAROLINA

Name:

Title:

Name:

Title:]

EXHIBIT C

ACQUISITION AND CONSTRUCTION FUND DISBURSEMENT REQUEST FORM

Regions Bank
1180 West Peachtree Street, Suite 1200
Atlanta, Georgia 30309
Attention: Corporate Trust Department

***Re: Direction to Make Disbursements from the Sanford Water Filtration Facility
Expansion Project Acquisition and Construction Fund***

Ladies and Gentlemen:

Pursuant to Section 9 of the Construction Management Agreement dated as of [DATE] (the “Agreement”), by and between the City of Sanford, North Carolina (“Sanford”), the Town of Holly Springs, North Carolina, the Town of Fuquay-Varina, North Carolina, the Town of Pittsboro, North Carolina, and Regions Bank, as escrow agent, you are hereby directed to disburse from the Acquisition and Construction Fund to Sanford the amount indicated below. Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Agreement.

The undersigned hereby certifies:

1. This is requisition number _____ from the Acquisition and Construction Fund.
2. The total amount to be disbursed is \$_____.
3. The portion of the amount to be disbursed that will be used to pay Project costs related to GAC is \$_____.
4. The portion of the amount to be disbursed that will be used to pay State of North Carolina sales and use tax on expenditures made in connection with the Project is \$_____, of which \$_____ is attributable to Project costs related to GAC.
5. The disbursement herein requested is for an obligation properly incurred, is a proper charge against the Acquisition and Construction Fund as a cost of the Project and such obligation has not been the basis of any previous disbursement.
6. To the extent applicable, this request is accompanied by such back-up information (including bills, paid invoices, payroll records, inspections, certifications, etc.) as the Municipalities and the Escrow Agent may reasonably require.
7. The current Construction Cost Allocation Percentage set forth in the Water Service Regionalization Interlocal Agreement is as follows:

Non-GAC Allocation

Municipality	Percentage
Sanford	___%
Holly Springs	___%
Fuquay	___%
Pittsboro	___%

GAC Allocation

Municipality	Percentage
Sanford	___%
Holly Springs	___%
Fuquay	___%
Pittsboro	___%

Dated this ___ day of _____, 20__.

REGIONS BANK

By: _____

Name: _____

Title: _____

Date: _____

CC:

Finance Director
Town of Holly Springs, North Carolina

Finance Director
Town of Fuquay-Varina, North Carolina

Finance Director
Town of Pittsboro, North Carolina

CITY OF SANFORD, NORTH CAROLINA

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT D

REQUISITION PLAN

Regions Bank
1180 West Peachtree Street, Suite 1200
Atlanta, Georgia 30309
Attention: Corporate Trust Department

Pursuant to Section 9(c) of the Construction Management Agreement dated as of [DATE] (the “Agreement”), by and between the City of Sanford, North Carolina, the Town of Holly Springs, North Carolina, the Town of Fuquay-Varina, North Carolina, the Town of Pittsboro, North Carolina, and Regions Bank, as escrow agent (the “Escrow Agent”), the [City/Town Name] hereby directs that the Escrow Agent withdraw funds from the [City/Town Name] Account of the Acquisition and Construction Fund in the following manner upon receipt of a Disbursement Request from Sanford:

[] % of the total amount of a Disbursement Request from the [City/Town Name] Other Funds Subaccount.

[] % of the total amount of a Disbursement Request from the [City/Town Name] Revenue Bonds Subaccount.]

OR

[First from the [City/Town Name] [Revenue Bond/Other Funds] Subaccount until [\$] has been withdrawn from/\$] remains in/no funds remain in] the [City/Town Name] [Revenue Bonds/Other Funds] Subaccount, then from the [City/Town Name] [Revenue Bonds/Other Funds] Subaccount.]

Notwithstanding the foregoing, funds requisitioned to pay State of North Carolina sales and use tax on expenditures made in connection with the Project will be withdrawn from the [City/Town Name] Sales and Use Tax Subaccount of the Acquisition and Construction Fund in accordance with Section 10 of the Agreement.

Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Agreement.

WITNESS our hands as of the _____ day of _____, 20__.

[CITY/TOWN NAME], NORTH CAROLINA

Name:

Title:

ACKNOWLEDGED AND ACCEPTED:

REGIONS BANK

[CITY OF SANFORD, NORTH CAROLINA

Name:

Title:

Name:

Title:]

EXHIBIT E

DEFICIENCY NOTICE

_____, 20__

[City of Sanford, North Carolina
P.O. Box 3729
225 E. Weatherspoon Street
Sanford, North Carolina 27331
Attention: Financial Services Director
beth.kelly@sanfordnc.net]

[Town of Holly Springs, North Carolina
P.O. Box 8
Holly Springs, North Carolina 27540
Attention: Finance Director
tina.stroupe@hollyspringsnc.gov]

[Town of Fuquay-Varina, North Carolina
134 N. Main Street
Fuquay-Varina, North Carolina 27526
Attention: Finance Director
jcrabtree@fuquay-varina.org]

[Town of Pittsboro, North Carolina
P.O. Box 759
635 East Street
Pittsboro, North Carolina 27312
Attention: Finance Director
hmeacham@pittsboronc.gov]

Re: Notice of Deficiency in Acquisition and Construction Fund

Ladies and Gentlemen:

Pursuant to [Section 9(d)]¹ [Section 10(c)]² of the Construction Management Agreement (the “*Agreement*”) dated as of [DATE] (the “*Agreement*”), by and between the City of Sanford, North Carolina, the Town of Holly Springs, North Carolina, the Town of Fuquay-Varina, North Carolina, the Town of Pittsboro, North Carolina, and Regions Bank, as escrow agent (the “*Escrow Agent*”), you are hereby notified that there are insufficient funds in the [City/Town Name] [Revenue Bonds/Other Funds/Sales Tax] Subaccount of the Acquisition and Construction Fund to pay your pro rata share of Project costs.

Under the terms of the Agreement, you are required to deposit the requisite amount to cure such deficiency within [7]¹ [3]² Business Days.

Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Agreement.

REGIONS BANK, as Escrow Agent

Name:
Title:

¹ Use for deficiency in Revenue Bonds Subaccount or Other Funds Subaccount.

² Use for deficiency in Sales Tax Subaccount.

EXHIBIT F

INCUMBENCY CERTIFICATE

I, _____, **DO HEREBY CERTIFY** as follows:

(a) That I am the [Town/City] Clerk of the [Town/City Name], North Carolina (the “[Town/City]”), and that as such I am authorized to execute this certificate on behalf of the [Town/City].

(b) Pursuant to the provisions of the Construction Management Agreement dated [DATE] (the “*Agreement*”) by and between the City of Sanford, North Carolina, the Town of Holly Springs, North Carolina, the Town of Fuquay-Varina, North Carolina, the Town of Pittsboro, North Carolina and Regions Bank, as escrow agent, the below named persons (a) were on the date or dates of the execution of the Agreement and are on the date of this certificate the duly elected or appointed and qualified incumbents of the respective offices of the [Town/City] set forth opposite their names, (b) are each designated to act on behalf of the [Town/City] as a [Town/City Name] Representative and Authorized Officer, as each such term is defined in the Agreement, and (c) the signatures set forth opposite each of their names is such person’s true and genuine signature.

NAME	TITLE	SIGNATURE
_____	[Town/City] Manager	_____
_____	[Financial Services Director/Finance Director]	_____

WITNESS our hands as of the _____ day of _____, 20__.

[TOWN/CITY NAME], NORTH CAROLINA

By: _____
Name:
Title: [Town/City] Clerk