



## **Agenda**

1. Call to Order
2. Pledge of Allegiance
3. Invocation
4. Adjustment and approval of August 15, 2023 meeting agenda

### **RECOGNITIONS**

5. Recognition of Andrea Karrick
6. National Farmers Market Week Proclamation

### **CONSENT AGENDA**

7. Approve the minutes of the July 11, 2023 workshop meeting and the July 18, 2023 business meeting.
8. Asset Inventory Assessments (AIA)
9. Residential Refuse and Recycling Collection Contract
10. Avent Ferry Rd./Holly Meadow Dr. Signal - Construction Contracts
11. Modification of Development Agreement between the Town of Holly Springs and Duke Energy
12. Project Management Review Contract

### **PUBLIC HEARINGS**

13. Elliott Farm Rezoning 22-REZ-07 - Legislative Public Hearing
14. Cass Holt Crossing Rezoning 22-REZ-15 - Legislative Public Hearing
15. Relocation of Burt/Royster graves requested by Duke Progress Energy
16. 2023 Limited Obligation Bonds and Fire Station 3 GMP (Guarantee Maximum Price)

### **NEW BUSINESS**

17. Proposed Amendments to Parking Ordinance
18. Operations Campus Phase 1B - Architectural and Engineering Services Proposal

### **PUBLIC COMMENT PERIOD**

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

### **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](mailto:linda.mckinney@hollyspringsnc.gov) 919-557-3900





# Holly Springs Town Council

## *Town Council Meeting Agenda Cover Sheet*

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### **Agenda Item#: 5.**

#### **Recognitions**

**Title:** Recognition of Andrea Karrick

**Strategic Priority Area:** Organizational Excellence

**Staff Resource:** Linda McKinney, Town Clerk

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#### **Action(s):**

Recognize and thank Ms. Andrea Karrick

#### **Explanation:**

- Andrea Karrick, an alert history buff, came across an old ledger book in a Fuquay-Varina antique store.
- Ms. Karrick recognized the book as being minutes from the Town of Holly Springs.
- Ms. Karrick purchased the book from the antique store, contacted Linda McKinney in the Clerk's office, and donated the book back to the Town.
- The book contains official minutes from 1909 to 1927 as well as financial records and business license records from that era and is a valuable addition to the records of the Town.

#### **Background:**

- Minutes of Council meetings are required by law to be kept in perpetuity, but sometimes old records have become lost or destroyed;
- Prior to receiving the ledger, Holly Springs Town Board minutes went back to May of 1927, even though the Town was Chartered in 1877.

#### **Funding Source(s):**

N/A

#### **Attachment(s):**

None



# Holly Springs Town Council

## *Town Council Meeting Agenda Cover Sheet*

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### Agenda Item#: 6.

#### **Recognitions**

**Title:** National Farmers Market Week Proclamation

**Strategic Priority Area:** Engaged, Healthy, & Active Community

**Staff Resource:** LeeAnn Plumer, Parks & Recreation

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#### **Action(s):**

Recognize National Farmers Market Week in Holly Springs.

#### **Explanation:**

- Jessica Stygles, Farmers Market Coordinator, will present information on the Holly Springs Farmers Market in support of National Farmers Market week.
- Local Farmers Markets are essential to the livelihood of farmers and food producers as they offer an efficient way to obtain a diversity of healthy foods while directly supporting the local economy.
- The Holly Springs Farmers Market has been recognized as one of the top markets in North Carolina over the past decade.
- The downtown market hosts approximately 35 vendors with an average of 1,200 customers each week during the traditional season.

#### **Background:**

- The U.S. Department of Agriculture proclaimed the first National Farmers Market Week in 1999. Now in its 24th year, Farmers Market Week is celebrated the first week of August each year.
- The HS Farmers Market is proud to accept SNAP/EBT benefits as well as Senior Farmers Market Nutrition Program vouchers to assist families who may be experiencing food insecurity. The farmers market is also a collection site for the HS Food Cupboard.

#### **Funding Source(s):**

N/A

#### **Attachment(s):**

1. Farmers Market Week Proclamation

# Town of Holly Springs



*A Proclamation By The Mayor*

## Farmers Market Week

**WHEREAS**, farmers markets are important outlets for agricultural producers nationwide, providing them with increased opportunities to meet consumer demand for a variety of fresh, affordable, convenient, and healthful products sold directly from the farm; and

**WHEREAS**, farmers markets play a key role in developing local and regional food systems that support the sustainability of family farms and preserve farmland and open space adding to our quality of life; and

**WHEREAS**, farmers markets allow consumers access to locally produced, farm-fresh food and the opportunity to personally interact with producers to learn about their products and to know exactly where their food comes from and how it was grown or produced; and

**WHEREAS**, purchasing products at a farmers market is environmentally sound as the average distance food travels from farm to plate in the United States is increasing and buying locally drastically reduces “food miles” saving fossil fuels; most products at farmers markets do not have packaging; and most local farmers use sustainable, humane or organic methods; and

**WHEREAS**, Holly Springs Farmers Market provides opportunities for citizens to gather, build community, contribute to the economic and social vitality of Holly Springs, create a positive social experience; and

**WHEREAS**, the U.S. Department of Agriculture recognizes the myriad of benefits of farmers markets for producers and consumers and is fully committed to supporting farmers markets’ continued success and to further awareness of farmers markets’ contribution to American life, the Secretary of the U.S. Department of Agriculture has proclaimed the week of August 6-12, 2023 as National Farmers Market Week; and

**NOW, THEREFORE**, to further encourage the residents of Holly Springs to celebrate Holly Springs’ Farmers Market, I, Mayor Sean Mayefskie, do hereby proclaim the week of August 6-12, 2023 as

## Farmers Market Week

in the Town of Holly Springs, North Carolina, and I urge all citizens to find farm fresh goodness at Holly Springs Farmers Market at its location on Ballentine St. every Saturday, year-round.

*Presented this 15th day of August, 2023*

**IN WITNESS WHEREOF**, I have  
Hereunto set my hand and caused the Seal of  
the Town of Holly Springs, North Carolina  
To be affixed on this 15th day of August, 2023

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Sean Mayefskie, Mayor



# Holly Springs Town Council

## *Town Council Meeting Agenda Cover Sheet*

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### **Agenda Item#: 7.**

#### **Consent Agenda**

**Title:** Approve the minutes of the July 11, 2023 workshop meeting and the July 18, 2023 business meeting.

**Strategic Priority Area:** Organizational Excellence

**Staff Resource:** Linda McKinney, Town Clerk

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#### **Action(s):**

Approve the minutes of the July 11, 2023 workshop meeting and the July 18, 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. 7.11.23 workshop minutes - DRAFT
2. 7.18.23 minutes - DRAFT



## **MINUTES**

The Holly Springs Town Council met in a workshop session on Tuesday, July 11, 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 not established as the Mayor and two Councilmembers were present as the meeting opened.

**Council Members Present in the room:** Mayor Sean Mayefskie, Council members Tim Forrest and Danielle Hewetson

**Council Members Present via electronic means:** MPT Dan Berry

**Council Members Absent:** Council members Aaron Wolff and Shaun McGrath

**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; Cassie Hack, Director, Communications and Marketing; Chris Hills, Elizabeth Goodson, and Sean Ryan, Development Services; Kendra Parrish, Seann Byrd, and Rachel Ingham, Utilities & Infrastructure; LeeAnn Plumer, Parks and Recreation.

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

### **2. Community Survey**

Cassie Hack, Director of Communications and Marketing, said staff was preparing for the next iteration of the Community Survey and were requesting Council feedback on questions to enhance strategic planning. She outlined highlights of the 2021 Community Survey and residents' top priorities. She discussed the benefits of benchmarking our results against our region and the nation, as well as against ourselves from year to year. Therefore many of the questions would remain the same in order to measure progress. She said staff was requesting feedback on two possible questions where changes could be made. Question 33 in the last survey asked residents to rank the five strategic priorities in order of importance. She asked Council to consider whether they wanted to keep these categories and suggested an open question might be added as a follow-up. Question 34 listed several disparate topics and asked residents to rank them from Extremely Important to Not Important on a scale of 1 to 5. She suggested that these might be altered to include topics that were not included in 2021 such as traffic management, downtown as a destination, cultural experiences, opportunities for teens and seniors, neighborhood vitality and safety, and qualities that make Holly Springs unique.

Council discussed adding the Downtown area to the survey questions, separating questions about teens and seniors, traffic management, public art, and cultural questions. There were questions about the process of conducting the survey.

### **3. Unified Development Ordinance Update**

Chris Hills, Director of Development Services, said the purpose of this item was to discuss aligning the UDO with Town Council's goals for development in Holly Springs. He

outlined the process by which the UDO was developed and how it relates to other plans and policies approved by Council, and what the emphases of the plan were.

Mr. Hills described the implementation of the new UDO and the differing levels of influence Council has on projects based on the different types of decisions (legislative, quasi-judicial, and administrative).

Sean Ryan, Development Services, outlined the difference between Base District and Conditional Zoning District implementation and gave examples of when Conditional Zoning Districts were appropriate and when not. He outlined key questions Council could ask for each project presented to them and what Council could do if a project does not meet their standards. He said there have been successes in the Conditional Zoning District in getting a greater variety of uses within a development, increased sensitivity to adjacent properties, and improved site design. But there have been challenges including not seeing the uniqueness desired, added flexibility not resulting in higher quality, and master plans missing important design details for decision makers.

Elizabeth Goodson, Development Services, asked Council

1. What challenges they were having with Conditional Zoning Districts;
2. if they were satisfied with the level of detail provided? And
3. were they seeing unique and innovative developments?

Council discussed the challenge of not getting information until they are at the meeting, and their desire for more information sooner, desiring more specificity in Master Plans, and updating some base standards, including lot width and density.

Ms. Goodson said next steps could be quarterly development previews, increasing staff analysis with staff reports, and using the Land Use Advisory Committee for all legislative cases as a way for Council to see what is coming before them in advance. She asked if these steps would be helpful.

Council discussed height limits in the Downtown, density levels, and lot widths. Consensus was to limit height in the downtown district to four stories, and to limit density, but written in such a way as to give Council flexibility without allowing for unlimited density. Council expressed appreciation for the quarterly updates on upcoming projects and requested more information on cultural/historical impacts and traffic analysis prior to items coming to Council.

Mr. Ryan outlined the thresholds of decision making and the unique requirements of Quasi-judicial decisions. He outlined the key questions Council should ask, and what level of control they had over the decision. He said there have been successes in decision on larger projects with community impacts determined by Town Council and the increased public engagement and awareness. He said challenges have been that no Findings of Fact are in the Ordinance and community expectations on influence change.

Ms. Goodson asked Council what challenges they were having with the approval process and whether they thought they were considering projects at the right level.

Council discussed the base requirements and whether they were at the right level, having more specificity on master plans, and educating the community on what powers Council does and does not have in a quasi-judicial proceeding.

Ms. Goodson said staff recommendations would include development process updates and UDO updates to address the Quasi-judicial Findings of Fact. Chris Hills said that staff is looking at best practices hoping to compress the required timeline and update the process.

Mr. Ryan said that continued Comprehensive Plan and UDO alignment is important and he gave some possible areas for greater alignment. He said that several planning initiatives were completed either during or shortly after the UDO update and this posed some challenges. He said that revisiting the Future Land Use Map for alignment with Council expectations.

He outlined the successes and challenges in UDO alignment. Ms. Goodson asked if there were changes to adopted plans or policies that Council wanted to study further?

Council discussed the southwest part of Town and whether it should be SR: Suburban Residential instead of Mixed Use. There was discussion about Council development tours and a possible stakeholder committee. Council asked for more information on possible tours and committees.

#### **4. East Regional Pump Station**

Rachel Ingham, Utilities and Infrastructure, said this item was to update Council on the status of the Eastern Regional Pump Station and Force Main. She said the pump station was projected to have a peak pumping rate of 4,700 gallons per minute and is needed because of the increased development in that area of town and insufficient space to expand the Sunset Ridge Pump Station at its current site. She walked through the current wastewater collection system infrastructure on the eastern side of town and what steps had been taken since the 2010 study which showed the issues.

Ms. Ingham explained the issues around expanding the current pump station, showed the service area and flow for the proposed pump station, and said that engineers estimate was around \$5 million for the pump station and \$3.4 million for the force main construction. This was based on 2017 estimates, that were updated. She said that they would probably be higher. She showed how the Northeast Gateway area would be in this basin, and increased capacity was necessary to allow development in that area to proceed. Land in that drainage basin is currently 42% undeveloped. She explored various funding options and asked for feedback on Council's preference between the funding strategies.

Randy Harrington, Town Manager, said that it is possible that the ideal situation would be if there was a developer who could master plan the area and partner with the Town. But when that would happen is unknown.

Council discussed costs and timeframes, as well as potential partnerships and grants. Ms. Ingham said the cost of design, so that the project could be ready for future development partnerships would be around \$500,000.

#### **5. Naming for Park on Cass Holt Road**

LeeAnn Plumer, Director of Parks and Recreation, said the purpose of this item was to receive Council feedback on possible names for the park on Cass Holt Road and the recreation center at that park. She said the Policy on naming Town Facilities approved by Council in October of 2022 outlined general principles and categories for selecting names. Council has the formal naming authority with recommendations coming from Boards, Committees, and staff. She said that brainstorming themes come up with by staff were discussed with the Parks and Recreation Committee and narrowed down to a list of possibilities. Top picks for the Park were James Norris Park, Hollyview Park and Springside Park. Top picks for the Rec Center were Rise, REC / The Rec, and James Norris Center. She said the staff recommendation was to name the park Springside Park to recognize the history of the site with historic marker signs and/or a path to the historic spring(s), and not to officially adopt a name at this time for the Recreation Center and to seek potential sponsorship or naming rights opportunities.

Mayor Mayefskie asked if there is definitive information about the springs, and Ms. Plummer said staff had a high degree of confidence that the original spring and holly trees were near this location. There was discussion about the timing of choosing a name and whether it was ready to present at the next business meeting, and whether it was needed for the bond education materials. Council expressed the desire to wait on choosing the name until after the bond.

**Open Discussion:**

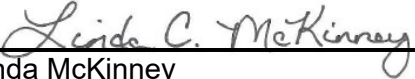
None that required action.

**Closed Session:** none.

**6. Adjournment:**

Motion to adjourn was made by Council member Forrest seconded by Council member Hewetson and passed with a unanimous vote. The July 11, 2023 workshop meeting of the Holly Springs Town Council was adjourned at 8: 55 pm.

Respectfully Submitted on Tuesday, August 15, 2023.

  
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Linda McKinney  
Town Clerk





## **MINUTES**

The Holly Springs Town Council met in regular session on Tuesday, July 18, 2023. Mayor Mayefskie presided, calling the meeting to order at 7 p.m. A quorum was established as the Mayor and three Council members were present in the Chamber as the meeting opened.

**Council Members Present:** Mayor Mayefskie, Council members Aaron Wolff, Shaun McGrath, and Danielle Hewetson.

**Council Members Absent:** Mayor Pro Tem Berry, Council member Forrest.

**Staff Members Present in Chambers:** Randy Harrington, *Town Manager*; Daniel Weeks, *Assistant Town Manager*; Scott Chase, *Assistant Town Manager*; John Schifano, *Town Attorney*; Jay Osborne and Lindsay Goldstein, *Town Attorney's Office*; Linda McKinney, *Town Clerk* (recording the minutes); Mathew Mutter, *IT*; Corey Petersohn, *Budget and Sustainability*; Cassie Hack, *Director of Communications and Marketing*; Kendra Parrish, *Executive Director of Utilities and Infrastructure*; Kimberly Keyes and Carrie Kennedy, *Utilities and Infrastructure*; Paul Liquorie, *Police Chief*; LeRoy Smith, *Fire Chief*; Tina Stroupe, *Finance Director*; Irena Krstanovic, *Economic Development*; 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 Jamal Brown of Holly Springs United Church of Christ.

**4. Agenda Adjustment:** The July 18, 2023, meeting agenda was adopted with changes, if any, as listed: none.

**Motion:** McGrath

**Second:** Wolff

**Vote:** Unanimous

## **RECOGNITIONS**

### **5. Holly Springs and Wake County Emergency Responders**

LeRoy Smith, Fire Chief, said that on April 26, 2023, Mr. David Rushing suffered a cardiac arrest. Family members called 911 and performed CPR until rescue personnel from Holly Springs Fire and Police Department and Wake County EMS arrived. Mr. Rushing was taken to the hospital by the EMS. He has recovered and wishes to publicly thank those who saved his life. Chief Smith spoke of the importance of CPR training and hoped that Mr. Rushing's story would encourage people to take the training.

Mr. Rushing told his story of cardiac arrest, how his wife and son-in-law called 911 and performed CPR. Within 2 minutes the HSPD arrived. EMS arrived within 4 to 5 minutes. He thanked the emergency responders for fighting for his life when he couldn't.

Dr. Andrew Godfrey, Wake EMS, said this case was a perfect chain of survival, from the family performing CPR through the hospital care. The things that affect survival are early CPR and early defibrillation. He encouraged everyone to take CPR training. He said we are fortunate in Wake County to have several good hospitals for cardiac care. Every May is EMS week and as part of it they honor cardiac victims who survive, and he invited Mr. Rushing to next year's celebration.

Chief Smith said that HSFD provides free CPR training. Contact the station for a class.

## **Consent Agenda**

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

6. Minutes – Council approved the minutes of the June 13, 2023 workshop meeting and the June 20, 2023 business meeting.

7. Monthly Budget Amendment Report – The Council approved monthly budget amendments for Powell Bill resurfacing contract and Public Works contracts.  
*The budget amendments are attached to these minutes.*

8. Utle Creek Greenway Phase 1 Connection – Supplemental NCDOT Agreement – The Council approved Supplemental Agreement between NCDOT and the Town of Holly Springs for an increased total NCDOT amount of \$475,000 and adopted Parks and Recreation Capital Project Ordinance 23-27 authorizing the Town Manager to sign and execute any contract to close the project that is within the approved project budget, project scope, and consistent with this and prior Council actions and intent.

9. Utle Creek Greenway Phase 2 Design Contract Amendment #1 – The Council approved design contract amendment with Alta Planning + Design, Inc., in the amount of \$200,117 for the Utle Creek Phase 2 Greenway project design.

10. Engineering Design & Construction Standards Supplement #8 – The Council approved Supplement #8 to the Engineering Design and Construction Standards.

11. Amendment to Annexation Ordinance A22-01 – The Council adopted Ordinance 22-01.1, correcting the acreage of the parcel annexed on August 16, 2022.  
*A copy of Annexation Ordinance A22-01.1 is attached to these minutes.*

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

## **PUBLIC HEARINGS**

### **13. Duke Operations & Training Center Development Plan**

Cheryl Caines, Development Services, showed where the project was in town. The parcel was designated Innovation Village on the Land Use and Character Plan and is zoned HI Heavy Industrial. She showed an aerial map of the location and said the site is 84.61 acres. The Operations Center will be 23,748 square feet and the Training Center 18,329 square feet with 14.13 outdoor acres for activities and storage.

Catherine Jacobs, Development Services, explained the redesign of the sewer to the future Fire Station 3, and the gravity sewer and force mains needed. She said the road widening along Woods Creek Road and the new Cinder Station Road would be constructed to one-half the ultimate cross section per the Comprehensive Transportation Plan (CTP) with connection points on Cinder Station Road. A Traffic Impact Analysis (TIA) was performed on a limited number of intersections.

Ms. Jacobs said a Development Agreement was approved last March but an amendment was being negotiated and would come back to Council in August.

Planning Board representative Joanna Holder said that Planning Board recommended approval with a vote of 9 – 0. She said they discussed traffic but thought it would be low.

Mayor Mayefskie opened the public hearing and the following input was received: none. There being no input, Mayor Mayefskie closed the public hearing.

Laura Holloman from McAdams, spoke on behalf of the applicant. She said that other members of the team were also present to answer questions if need be. She said this parcel was rezoned in March of 2023. She outlined the proposed site plan and landscaping plan. She gave details of the buffers and storage shielding. She said that in HI: Heavy Industrial no tree preservation is required, but they are proposing over 33 acres of tree preservation. She showed proposed elevations and discussed architectural features, as shown in the Design Manual that was presented at the rezoning.

Ms. Caines said the Findings of Fact to be considered are whether the development meets the applicable Unified Development Ordinance standards for a Development Plan in the HI Heavy Industrial District related to:

- District standards;
- Uses;
- Mitigate incompatibilities between land uses;
- Assures the timely provision of required streets, utilities, and other facilities and services to new land developments.

Council member McGrath said this was a very positive project for the community, but he questioned the last finding. He asked for an estimate for how much road frontage was necessary to get to the ultimate cross section for the full span of Woods Creek Road. Chris Hills said it would be nearly 3.5 to 4 miles to avoid the “accordion effect” and about 60% is unfunded. Council member McGrath asked for a cost estimate and Mr. Harrington said staff would have to get back to Council on an estimate, but it would be in the tens of millions. Council member McGrath expressed the desire to continue working with partners to press NCDOT to fund the widening of that road.

**Action:** Motion to make and accept Findings of Fact for consideration of and to approve Development Plan 22-DP-09 for Duke Operations and Training Center as submitted by McAdams, dated Revised 4/7/2023 with the conditions listed in the staff report.

**Motion by:** Wolff

**Second by:** Hewetson

**Vote:** unanimous

#### **14. Cass Holt Crossing Rezoning**

Cheryl Caines, Development Services, said application had been made to rezone 5608 and 5629 Cass Holt Road from RR Rural Residential to NR Neighborhood Residential Conditional Zoning. The applicant has asked for more time to continue negotiating the Developer Agreement and asks that the public hearing be continued to August.

Mayor Mayefskie opened the public hearing.

**Action:** Motion to continue Public Hearing to August 15, 2023.

**Motion by:** McGrath

**Second by:** Hewetson

**Vote:** unanimous

## **NEW BUSINESS**

### **15. Declaration Establishing School No Parking Zones**

Scott Chase, Assistant Town Manager, said the purpose of this item was to declare school no parking zones in Honeycutt Farm (on specific streets) and Garrison subdivisions. He thanked the staff and community members who came together to quickly work on a solution to this issue. He said that in the spring of 2023 residents increased contact with the Town regarding issues related to student parking. At the June 6<sup>th</sup> Town Council meeting several residents requested assistance and action to address the situation. Since that time staff has been developing potential solutions, including engagement with representatives from Holly Springs High School and the impacted neighborhoods. On July 12<sup>th</sup> staff held a community meeting with residents of Honeycutt Farm and Garrison, and the Holly Springs High School Principal to discuss the situation. Concerns centered around littering, noise and profanity, damage to private property and reckless driving. There were concerns about student drop-offs, existing designated parking, and feedback on where additional signage should go. Mr. Chase said that staff recommends declaring School No Parking Zones and placing no parking signs. Council will be brought ordinance changes in August establishing fines and enforcement.

Mr. Chase showed the walking radius from the high school that was considered, along with pedestrian access in deciding where to place the initial signs and the reminders. He showed proposed designs for the signs as well as preliminary sign locations in each neighborhood. Mr. Chase said there would be phased enforcement with a police presence and education, ticketing and notification to the registered owner, window stickers, and “booting” of tires for repeat offenders. He said that school opens on August 28<sup>th</sup> and there is a communications plan ready to go. Next steps would include amending the Ordinance at the August meeting, communication to the public, and enforcement.

Mayor Mayefskie expressed his appreciation of the way the residents approached the Town on this issue.

Council discussed the tying of the no parking to school dates and times, after-hours events, parking for contractors and tradespeople during these times, and the possibility of neighborhood permits. Council questioned the source of funding for the signs and was told that there are funds for traffic enforcement in the budget.

**Action 1:** Motion to declare School No Parking Zones in Honeycutt Farm Subdivision on Alumroot Rd., Clapper Ln., Darter St., Vontega Way, Hibriten Rd., Tiguan Ct., Luftee Ln., Raccoon Path, and Kephart Way, and in Garrison Subdivision from the hours of 6:30 am to 3:30 pm on days when Holly Springs High School is in session.

**Motion by:** Wolff

**Second by:** Hewetson

**Vote:** unanimous

### **16. 2023 Limited Obligation Bonds**

Tina Stroupe, Finance Director, said this item is part of the process of issuing Limited Obligation Bonds (LOB). The funds would be used for construction of Fire Station 3, the purchase of a fire ladder truck, and construction of Phase 1A of the Operations Campus. She said the request was for a slightly higher amount than estimated costs to allow flexibility in case bids come in higher than expected. She explained the steps in the LOB process from this Initial Resolution, approval of the Guaranteed Maximum Price, to the public hearing, receiving ratings from the rating agencies, and receiving Local Government Commission approval. She said the timeline included the public hearing, and submitting to LGC in August, LGC approval and adoption of the approving resolution in September, and closing of the Bond Sale in October.

**Action:** Motion to adopt Resolution 23-20 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 directing to retain the necessary professional essential for the debt issuance process.

**Motion by:** McGrath

**Second by:** Hewetson

**Vote:** unanimous

*A copy of Resolution 23-20 is attached to these minutes.*

## **17. Interlocal Agreement Water Treatment Plant Expansion and Construction Management Agreement**

Kendra Parrish, Executive Director of Utilities and Infrastructure, said this item was to consider approval of an Interlocal Agreement for the expansion of the Sanford Water Facility and Construction Management Agreement. She reminded the public of the major utility projects involving water and wastewater and discussed the cooperation with other municipalities in order to deliver more water to Holly Springs. She explained how this regionalization creates a high level of services with reduced financial impact to customers. She showed the project schedule for the Sanford Water Filtration Facility with bid opening planned for late August and completion is September of 2027. The water would be conveyed to Holly Springs in cooperation with Fuquay-Varina, another method that will reduce costs. She explained how that conveyance would work.

Ms. Parrish said that Holly Springs would have a 12.5% ownership interest in the expanded plant, for 4MGD of water. Sanford would have 100% operational control over the plant with partners sharing in capital costs and fixed annual costs based on their ownership interest. Ownership shares can be sold or leased to other partners with Sanford having right of first refusal. The ILA is for a 99-year term, but the ownership is perpetual. She explained what would happen in case of a water shortage, and other terms of the ILA, including water conservation efforts and service interruptions.

Council member McGrath asked about water conservation efforts, and how Holly Springs compares to other areas in our daily use per capita. Ms. Parrish said she would look at that and get back to Council. Council member McGrath asked the Town Attorney what our liability would be. Mr. Schifano said we are a 12.5% owner, so whatever is not covered by insurance (and we do require that it all be insured) we would be responsible for 12.5% of, jointly with the other partners.

**Action 1:** Motion to approve the resolution for the Interlocal Agreement.

**Motion by:** McGrath

**Second by:** Wolff

**Vote:** unanimous

**Action 2:** Motion to approve the Construction Management Agreement.

**Motion by:** Hewetson

**Second by:** McGrath

**Vote:** unanimous

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

The following public comments were received in writing: one anonymous comment regarding traffic.

The following public comments were received in person: none.

## **OTHER BUSINESS**

Council member McGrath asked for a comment on the water billing issue. Mr. Harrington said that late last night part of the automated system sent text messages about past due bills when the bills were not past due. Ms. Stroupe said at this point staff does not know how many erroneous phone calls and texts went out because they were able to stop it once they realized it was happening. Today was cut off day and there were only 66 accounts on the list, which is good. As people call in staff has apologized, letting people know there was a glitch in the system. We are trying to figure out how to notify those who did get the erroneous notice without spamming the people who did not get the message. Mr. Harrington said if anyone has a question or feels they got the message in error, please call 311 or Finance or come in to confirm that you are up to date. Ms. Stroupe said the 311 system had the information and were able to look at the accounts to let people know the status of their account.

Council member McGrath said there are things going on around the 540 project and asked if staff was working with NCDOT to make sure the word is getting out to residents. Mr. Harrington said we always try to amplify when NCDOT or Turnpike Authority tells us what is going on. We can follow up, given that you have seen some new signage and see if we can get the word out.

Mayor Mayefskie thanked the Scout troop for coming out to the meeting tonight. He said he took a bike ride on the Utey Creek Greenway, to get to the Farmers Market, and it is a great greenway.

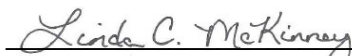
## **MANAGER'S REPORT**

Randy Harrington, Town Manager, said a big Thank You to Parks & Recreation, Police, Fire and Public Works for the July 5<sup>th</sup> fireworks. About 10,000 people turned out and it was a fun event. Second, the Village District Area Plan Advisory Committee has a meeting on August 1<sup>st</sup> and there is an open house on Saturday Aug 26 from 8:30 – 11:30 am to which the public is invited.

**CLOSED SESSION:** none.

**Adjournment:** Council member McGrath made a motion to adjourn at 8:20 pm. It was seconded by Wolff and passed with a unanimous vote.

Respectfully Submitted on Tuesday, August 15, 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*

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### Agenda Item#: 8.

#### **Consent Agenda**

**Title:** Asset Inventory Assessments (AIA)

**Strategic Priority Area:** Responsible & Balanced Growth  
Safe & Friendly

**Staff Resource:** Sara Emig, Utilities and Infrastructure, Theresa Randall, Utilities and Infrastructure

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#### **Action(s):**

Approve amendment to Facilities and Parks & Recreation Asset Inventory Assessment Contract with WithersRavenel.

#### **Explanation:**

- Asset management ensures preventative maintenance can be conducted and capital assets can be repaired, replaced, or upgraded on time and that adequate funding is planned for maintenance. Asset management also reduces the total cost of owning and operating these assets while delivering desired service levels. A high-performing asset management program includes detailed asset inventories, operation and maintenance tasks, and long-range financial planning.
- WithersRavenel and their team of subconsultants were selected from a Request for Qualifications (RFQ) process to assist the Town of Holly Springs with completing multiple asset inventories and assessments.
- Additional scope to assess the fire stations and greenway assets is being added to the Facilities and Parks & Recreation asset inventories for an additional cost of \$10,292.50.
- The duration of the project is anticipated to be eight months.

#### **Background:**

- Asset Management is an organization-wide initiative involving assets managed by multiple departments.
- In preparation for the development of an Asset Management Plan, an inventory must be completed to accurately identify the Town's assets.
- In order to ensure consistency and efficiency, Utilities & Infrastructure, Public Works, and Parks & Recreation consolidated efforts into one asset inventory and assessment project with multiple phases being managed by the Business Asset Management division of the Utilities & Infrastructure Department.
- WithersRavenel was selected from the Request for Qualifications (RFQ) issued in September 2022, that included asset inventories for the following asset types:
  - Water
  - Wastewater
  - Stormwater

- Facilities
- Parks and Recreation
- Roadway
- The Facilities and Parks & Recreation Asset Inventories kicked-off the Asset Inventory & Assessment Project. The contract for those services was executed and work began in August 2023.
- The water, wastewater, and stormwater phases are expected to begin in September or October, following execution of grant agreements and contracts. The Roadway Asset Inventory, including incorporation of the existing Pavement Condition Survey, is planned for a future phase.
- The Asset Management Plan development is planned to follow completion of the inventories and assessments.

**Funding Source(s):**

Town Council Approved Community Investment Plan

**Attachment(s):**

1. 23-0324-C Holly Springs Facility Condition Assessment Amendment 1 - WR Signed



August 4, 2023

Theresa Randall, Asset Management/ADA Coordinator  
Town of Holly Springs  
128 S Main Street  
Holly Springs, NC 27540

**RE: Amendment No. 1 to Professional Services Agreement  
Facility Condition Assessment Agreement  
Holly Springs, North Carolina  
WR Project No. 23-0324-C**

Dear Ms. Randall,

WithersRavenel is pleased to provide this Amendment to the Agreement for Professional Services. We look forward to working with you on this project. If you have any questions or concerns about this Amendment, please do not hesitate to call me at the number listed below.

Sincerely,  
**WithersRavenel**



Brandon Inscore  
Practice Area Lead, Funding and Asset Management

binscore@withersraenel.com  
Ph. 336.337.2668 | Direct. 919.535.5134

Attachment:  
Amendment to Agreement for Professional Services

# **Town of Holly Springs Holly Springs, North Carolina Amendment No. 1 for Professional Services**

## **A. Preliminary Matters**

This Amendment applies to the original Professional Services Agreement executed May 22, 2023, between WithersRavenel (Consultant) and the Town of Holly Springs (Client).

Terms from the original Agreement, including but not limited to Exclusions/Additional Services, Client Responsibilities, Standard Terms and Conditions, and Fee & Expense Schedule, remain in standing and apply to this Amendment unless otherwise stated in this Amendment.

## **B. Project Description**

The original agreement is for facilities condition assessment including collecting and evaluating the condition of the unique facilities and fixed assets.

The additional services included in this Amendment include adding to the project scope the assessment of two (2) Fire Stations and the Town's Greenway System.

## **C. Scope of Services**

Consultant shall provide the services identified under each task below as its "Basic Services" under this Amendment.

### **Tasks 1 – 5:**

A. Amendment encompasses the following Tasks:

1. Task 1 - Project Management
2. Task 2 - Capital Planning Facility Condition Assessment
3. Task 3 - Equipment Inventory
4. Task 4 - Equipment Barcode Tagging
5. Task 5 - Maintenance Schedules

B. Original Agreement scope of work for these tasks remains in force.

C. This Amendment adds the following two (2) Fire Station facilities:

1. Fire Station #1: 735 Holly Springs Rd (17,595 square feet)
2. Fire Station #2: 1140 Avent Ferry Rd (6,900 square feet)

### **Task 6 – Condition Assessment for Park and Recreation Fixed Assets**

A. Original Agreement scope of work for this task remains in force.

B. This Amendment adds the Town's Greenway System to include approximately 12 miles of greenways.

## Task 7 – Life Cycle Modeling

A. No changes from the original Agreement scope of work.

## D. Compensation for Services

Consultant proposes to provide the Basic Services outlined in the Scope of Services of this Amendment on a lump sum basis as described below. Compensation shall not exceed the total estimated compensation amount unless approved in writing by Client. The amounts set forth have been determined based on the nature, scope and complexity of the Project as represented in the information provided to WithersRavenel by Town of Holly Springs prior to submittal of this Amendment; subsequent changes thereto may result in additional fees.

| Task No. | Task Name                                                 | Agreement Fee      | Amendment Fee      | Total Fee           |
|----------|-----------------------------------------------------------|--------------------|--------------------|---------------------|
| Task 1   | Project Management                                        |                    |                    |                     |
| Task 2   | Capital Planning and Facility Condition Assessment        |                    |                    |                     |
| Task 3   | Equipment Inventory                                       |                    |                    |                     |
| Task 4   | Equipment Barcode Tagging                                 |                    |                    |                     |
| Task 5   | Preventative Maintenance Schedules                        |                    |                    |                     |
|          | <b>Tasks 1 - 5</b>                                        | <b>\$41,974.00</b> | <b>\$2,817.50</b>  | <b>\$44,791.50</b>  |
| Task 6   | Condition Assessment for Park and Recreation Fixed Assets |                    |                    |                     |
|          | <b>Task 6</b>                                             | <b>\$33,872.00</b> | <b>\$7,475.00</b>  | <b>\$41,347.00</b>  |
| Task 7   | Life Cycle Modeling                                       |                    |                    |                     |
|          | <b>Task 7</b>                                             | <b>\$24,106.00</b> | <b>\$0</b>         | <b>\$24,106.00</b>  |
|          | <b>Lump Sum Total</b>                                     | <b>\$99,952.00</b> | <b>\$10,292.50</b> | <b>\$110,244.50</b> |

1. Invoices will be issued monthly, based on the percentage of completion for each lump sum task and the hourly rate for Consultant personnel in accordance with Exhibit II for hourly tasks, as accomplished during the billing period. Payment is due upon receipt of invoice.
2. The above fees are based on the estimated timelines noted in the Timeline for Services. Any adjustments to those timelines may result in additional fees.
3. Consultant may alter the distribution of compensation between individual Tasks noted herein to be consistent with services rendered but shall not exceed the total Lump Sum amount unless approved in writing by the Client.

### Payment

The Client will pay Consultant for services and expenses in accordance with periodic invoices to Client and a final invoice upon completion of the services. Each invoice is due and payable in full upon presentation to Client. Invoices are past due after 30 days. If the Project is reliant on State and/or Federal Funds, then the Client will pay Consultant for all invoices within three (3) banking days of receipt of those State or Federal Funds. The Client is ultimately responsible for payment of all invoices with or without receipt of State or Federal Funds.

## E. Acceptance

This Amendment is valid 60 days from the date it is transmitted to Client. Receipt of an executed copy of this Amendment will serve as the written Agreement between WithersRavenel and Town of Holly Springs.

OFFERED BY:

ACCEPTED BY:

WITHERSRAVENEL

TOWN OF HOLLY SPRINGS

 Digitally signed by Brandon Inscore  
Date: 2023.08.04 09:42:24 -04'00'

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Brandon Inscore  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Practice Area Lead  
Funding & Asset Management  
Title

\_\_\_\_\_  
Title

***PREAUDIT STATEMENT:*** This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act (NC G.S. 159-28(a)).

Signature of Finance Officer:

\_\_\_\_\_

Printed Name:

\_\_\_\_\_

Date:

\_\_\_\_\_



# Holly Springs Town Council

## Town Council Meeting Agenda Cover Sheet

### Agenda Item#: 9.

#### Consent Agenda

**Title:** Residential Refuse and Recycling Collection Contract

**Strategic Priority Area:** Responsible & Balanced Growth

**Staff Resource:** Paige Scott, Director, Public Works

#### Action(s):

Authorize the Town Manager to enter into a five (5) year contract with an additional two (2) one (1) year extension options, based on performance, beginning July 1, 2024, and concluding on or after June 30, 2029.

#### Explanation:

- The town contracts for residential refuse and recycling collection.
- A Request for Proposals (RFP) was issued on April 26 with a submission deadline of June 2, 2023.
- The Town received six (6) proposal submissions from the following companies: All Star Waste Services, Carolina Trash & Septic, GFL, Meridian Waste, Republic Services, and Wall Recycling.
- The monthly fee breakdown by proposal, based on one (1) cart for refuse and one (1) cart for recycling per resident, was:

| Company                 | MSW Fee | Recycling Fee | Total Monthly Fee |
|-------------------------|---------|---------------|-------------------|
| GFL                     | \$9.80  | \$3.99        | \$13.79           |
| Wall Recycling          | \$10.58 | \$4.74        | \$15.32           |
| Meridian Waste          | \$12.50 | \$4.53        | \$17.03           |
| All Star Waste          | \$12.94 | \$5.19        | \$18.13           |
| Republic Services       | \$15.25 | \$5.50        | \$20.75           |
| Carolina Trash & Septic | \$14.25 | \$6.75        | \$21.00           |

- GFL was deemed the lowest, responsive, and responsible proposal.
- Current, Fiscal Year 2023-24 fees for MSW (municipal solid waste) is \$10.95, and Recycling is \$4.93.
- The new proposed rates in this contract will be included in the proposed Fiscal Year 2024-25 budget and will equal a monthly reduction of \$2.09 or just over 13% (based on one trash and one recycling cart).
- The contract term is for five (5) years with two (2), one (1) year extension options

Town Council Business Meeting  
August 15, 2023

commencing on July 1, 2024.

- The new contract incorporates performance metrics and sustainability initiatives.
- One of the performance measures includes Achieve MPU (Missed Pick Up) Frequency of 5 (MPU's/10,000 Households) or better. If this performance metric is not met, 2% of the monthly collection invoice from the GFL invoice is credited to the town.
- Beginning July 2025, the fee may be increased based on CPI increases, however increases above 8% would be subject to negotiation.

**Background:**

- The town contracts for solid waste collection services, where trash is collected weekly and recycling on a bi-weekly schedule for town residents.
- The current contract with GFL for residential trash and recycling collection and disposal expires on June 30, 2024.
- The current residential monthly fee for garbage is \$10.95, and \$4.93 for recycling.

**Funding Source(s):**

Services will be included in the proposed Fiscal Year 2024-25 Budget.

**Attachment(s):**

1. Holly Springs GFL Solid Waste and Recycling Collection Agreement 8 9 23 FINAL.docx

## **RESIDENTIAL CURBSIDE SOLID WASTE and RECYCLING COLLECTION AGREEMENT**

This RESIDENTIAL CURBSIDE SOLID WASTE and RECYCLING COLLECTION AGREEMENT (this "Agreement") is made and entered into on \_\_\_\_\_, by and between the Town of Holly Springs, North Carolina, hereinafter referred to as "CUSTOMER", and Waste Industries, LLC dba GFL Environmental referred to as "CONTRACTOR".

### **WITNESSETH**

WHEREAS, CUSTOMER is responsible for the collection and disposal/processing of solid waste and recycling of its residents; and

WHEREAS, CONTRACTOR is in the business of solid waste and recycling collection and desires to provide such services to CUSTOMER; and

WHEREAS, CUSTOMER desires to engage CONTRACTOR to collect all residential solid waste and recycling from within its boundaries in accordance with the terms of this Agreement and applicable law, including, without limitation, the ordinances of the County of Wake and the laws of the State of North Carolina.

WHEREAS, CUSTOMER issued a Request for Proposal (RFP) on April 26, 2023 for residential and solid waste collection and disposal for the Town of Holly Springs, North Carolina. After completing the procurement schedule, CONTRACTOR was chosen by the CUSTOMER as the lowest responsible bidder.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Term: This Agreement shall be binding on all parties for a period of sixty (60) months beginning July 1, 2024 and ending June 30, 2029 (the "Initial Term"). The Initial Term may be extended for up to two (2) subsequent additional one (1) year periods (each an "Extension Term" and together with the Initial Term, (the "Term"). In order to extend this Agreement beyond the Initial Term, CUSTOMER and CONTRACTOR must enter into a written, mutually binding Extension Term not less than ninety (90) days prior to the expiration of the then-current term.

2. Services. CUSTOMER hereby grants to CONTRACTOR the exclusive right for the curbside collection and transportation of all residential solid waste and recycling in the Town of Holly Springs from the point of pickup to a facility as mutually agreed by the parties (the "Services").

a) Residential Curbside Trash Collection - Subject to Section 3 below, each home having a CONTRACTOR provided 96 Gallon cart will be serviced at an accessible curbside location on a once per week basis. Carts must be placed at the curb no later than 7:00 a.m. on the scheduled day of collection. Only trash inside the cart will be removed. CONTRACTOR will

remove the occasional extra bag beside the cart. Residents with continuous extra bags will be advised by CUSTOMER to get a second cart.

b) Residential Curbside Recycle Collection - Subject to Section 3 below, each home having a CONTRACTOR provided 96 Gallon cart will be serviced at an accessible location on an every other week basis. Carts must be placed at the curb no later than 7:00 a.m. on the scheduled day of collection. Only recyclables inside the cart will be removed. CONTRACTOR will remove the occasional extra cardboard (cut down) beside the cart. Residents with continuous extra cardboard outside the cart will be advised by CUSTOMER to get second cart.

c) CONTRACTOR will provide special collection to elderly, injured or handicapped residents that are incapable of placing carts curbside and have no one in home to assist them. Such residents will be identified and approved by CUSTOMER. CONTRACTOR shall not charge any additional cost for this service-only the set unit rate. CUSTOMER will provide list to CONTRACTOR. CONTRACTOR may request CUSTOMER reevaluate any address where evidence of abuse of this special collection may exist.

d) CONTRACTOR will deliver all carts to the CUSTOMER'S designated site. The CONTRACTOR will pick up all damaged carts from the CUSTOMER'S designated site. The CUSTOMER will deliver all carts to new residents and switch out all carts for repairs and replacements.

e) CONTRACTOR will have 5 or less (5) Missed Pick-Ups (MPUs) per ten thousand (10,000) carts serviced. At the end of the month, if the monthly average exceeds five (5) MPUs per ten thousand (10,000), the CONTRACTOR will deduct two (2) per cent from monthly charge to service trash and recycling. Carts not placed at curb, having access blocked, having contaminated materials and or any reasonable condition that will not allow it to be serviced will not count as a MPU. CUSTOMER will notify CONTRACTOR of MPUs. MPUs must be resolved within twenty-four (24) hours of complaint.

f) CONTRACTOR will provide educational tagging of carts when a violation is witnessed by the vehicle operator or vehicle attendee. The tags will be approved by CUSTOMER and in accordance with CUSTOMER'S guidelines for violations.

### 3. Types of Waste; Title to Waste.

a) Notwithstanding anything to the contrary herein, CONTRACTOR shall only be responsible for the collection, transportation and disposal of Acceptable Solid Waste, and only such Acceptable Solid Waste as is disposed of in a 96-gallon, CONTRACTOR-provided, residential/business roll-out cart.

b) For purposes of this Agreement, "Acceptable Solid Waste" means mixed household solid waste and mixtures of household solid waste that are permitted under the governing permits and then applicable laws to be accepted at the applicable disposal facilities and that are not otherwise Unacceptable Waste.

c) For purposes of this Agreement, "Unacceptable Solid Waste" means:



(i) any material which by reason of its composition characteristics or quantity is hazardous waste as defined in the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 et seq., and the regulations thereunder or any material which by reason of its composition or characteristics is hazardous waste, a hazardous substance or hazardous material as defined in or under any other federal, state or local law, and the applicable regulations thereunder, and any other material which any governmental agency or unit having or claiming appropriate jurisdiction shall determine from time to time to be harmful, toxic or dangerous, or otherwise ineligible for disposal at the applicable disposal facility;

(ii) explosive materials, corrosive materials, pathological waste, radioactive materials, cesspool and other human waste, human remains, motor vehicles, batteries, tires, refrigerators, gasoline tanks, gas cylinders, asbestos insulation, closed metal containers, barrels, more than an incidental amount of tires, refrigerators that have not been properly evacuated, liquid waste including chemical wastes, sewage and other highly diluted water-carried materials or substances and those in gaseous forms, special nuclear or by-product materials within the meaning of the Atomic Energy Act of 1964, as amended; and

(iii) any other material which may present a substantial endangerment to public health or safety, would cause applicable air quality or water effluent standards to be violated by the normal operation of the Transfer Station or because of its size, durability or composition cannot be managed or disposed of at the applicable disposal facility or has a reasonable possibility of otherwise adversely affecting the operation of the applicable disposal facility outside the normal usage expected for the facility.

- d) Title to waste material that does not conform to the definition of Acceptable Solid Waste shall remain with the generator and shall not be deemed to pass to CONTRACTOR at any time.
- e) Acceptable recyclables shall mean a mutually agreed upon list of materials accepted at the Sonoco Recycling Facility (MRF). Currently, the list includes paper, some plastics, aluminum and bi-metal cans, cardboard and glass bottles.

4. Equipment: All equipment utilized is to be reliable and presentable during the performance of this Agreement, including backup equipment. All equipment shall be maintained, by CONTRACTOR, in a safe condition throughout the Term.

5. Schedule. CONTRACTOR shall operate on a schedule to ensure timely service. Services will not be provided on any days the landfill and processor are closed. Schedules are provided in advance. In the event that CUSTOMER service days fall on a designated holiday for the landfill or processor, then an alternate day will be chosen to ensure timely service. For example, if holiday is on Tuesday, then service on Monday is same and Tuesday or any subsequent days are pushed one day back, these changes in schedules will be communicated in advance. Any delays in routes will be communicated by CONTRACTOR to CUSTOMER.

Delays in routes due to force majeure events- mainly weather but any day unsafe for trucks to operate will be delayed in similar fashion to holidays.

6. Rates; Number of Units: Compensation due to CONTRACTOR shall be set forth in Exhibit A incorporated by reference and made a part hereof on a per unit basis, subject to adjustment as set forth below (the "Service Fee"). Payment is due by the 10<sup>th</sup> day of the following month in which the invoice is submitted.

7. Adjustments:

a) The Service Fee will be adjusted annually every July 1<sup>st</sup> beginning on July 1, 2025 to reflect the annual unadjusted percentage change as listed on Table 2 of the Consumer Price Index for All Urban Consumers (CPI-U): U.S. Town Average, by expenditure category and commodity and service group, Trash and Garbage Collection Services for the month of December published every January. CONTRACTOR shall provide this previously described annual unadjusted percentage change for Trash and Garbage Collection Services to CUSTOMER not later than February 1<sup>st</sup> of such year that any adjustment is made.

b) The Service Fee may be adjusted through negotiations with documentation more often than annually if such adjustments arise out of changes in CONTRACTOR's direct operational costs related to provision of the Services over which CONTRACTOR has **no control**. These changes include by way of example, but not limited to:

1. relocation of or change in location of disposal facility or landfill or fees
2. disposal facility operational or acceptance changes
3. Governmental regulations including state or federal taxes
4. Extra services performed outside the normal working hours of the company, natural disaster, or on a federal holiday
5. Natural Disaster or other acts of nature such as but not limited to flooding or hurricanes that cause an increase in normal volume of solid waste.

c) If there is an annual unadjusted percentage change of eight (8) percent or more as listed on Table 2 of the CPI-U, CUSTOMER and CONTRACTOR shall negotiate in good faith regarding any annual service fee amount of eight (8) percent or more to be charged in that year. If the CUSTOMER and CONTRACTOR cannot agree upon a negotiated annual service fee for that year, CUSTOMER has the right to terminate this Agreement with ninety (days) written notice, or such other time period to which the CUSTOMER and CONTRACTOR agree to in writing.

8. Representations of CONTRACTOR: CONTRACTOR currently has, and will maintain throughout the term, all permits and licenses required by law for the provision of the Services and will provide the Services in accordance with all material respects with applicable laws. CONTRACTOR will comply with all Federal and State requirements concerning fair employment and concerning the treatment of all employees without regard or discrimination by reason of race, color, religion, sex, national origin or physical disability.

9. Point of contact: All dealings, contacts, etc. between CONTRACTOR and CUSTOMER shall be directed by CONTRACTOR to the Town Manager or his designee. CUSTOMER will direct all interaction related to this Agreement to the General Manager or his designee.

10. Local Presence: CONTRACTOR will provide a local and/or toll-free telephone number to its office for the use of CUSTOMER to communicate with CONTRACTOR if the need arises during normal business hours of 8:00 a.m. to 5:00 p.m.

11. Breach; Termination: If either party reasonably concludes that the other is in material breach of this Agreement, such party shall so notify the other party in writing, including a detailed description thereof. The party alleged to be in breach shall be allowed up to thirty (30) days after notice by the other party in which to make necessary adjustments to remedy said deficiencies or to take action to remedy any deficiencies that require longer than thirty (30) days to cure. In the event the breaching party fails to correct (or take action to correct) such deficiencies within thirty (30) days after written notice of the deficiencies or breach, then the other party may terminate this Agreement. Neither party shall be liable to the other for any special, consequential or punitive damages.

12. Indemnification: CONTRACTOR agrees to indemnify and hold CUSTOMER harmless from and against any and all claims, liabilities, demands and causes of action arising out of CONTRACTOR'S negligence in performance of the Services or arising out of CONTRACTOR'S failure to comply with the provisions of this Agreement. Notwithstanding the foregoing, under no circumstances will CONTRACTOR be required to indemnify CUSTOMER with respect to any claims, liabilities, demands or causes of action arising in whole or in part out of the CUSTOMER'S negligence, willful misconduct or failure to comply with the provisions of this Agreement.

13. Force Majeure: CONTRACTOR shall not be liable for failure to perform under this Agreement if that failure arises out of causes beyond the control and without the fault or negligence of CONTRACTOR. Such causes may include but not be limited to acts of the government in its sovereign or fires, floods, strikes, epidemics, quarantine restriction, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the reasonable control and without fault or negligence of CONTRACTOR.

14. Assignment: Neither party may assign this Agreement, or the rights hereunder, without prior written approval of the other, which approval will not be unreasonably withheld.

15. Insurance: CONTRACTOR shall be required to carry general liability insurance, workers compensation insurance and motor vehicle insurance as required by State laws as outlined below:

| <u>Coverage</u>      | <u>Minimum Limits of Liability</u> |
|----------------------|------------------------------------|
| Workers Compensation | Statutory                          |
| Employer Liability   | \$1,000,000/\$1,000,000            |
| General Liability    |                                    |
| Bodily Injury        | \$1,000,000 each occurrence        |

|                          |                               |
|--------------------------|-------------------------------|
| Property Damage          | \$2,000,000 general aggregate |
| Automobile Liability     |                               |
| Bodily Injury            | \$1,000,000 each person       |
|                          | \$1,000,000 each occurrence   |
| Property Damage          | \$1,000,000 each occurrence   |
| Excess Umbrella Coverage | \$10,000,000 each occurrence  |

Certificates of insurance shall be provided to CUSTOMER by CONTRACTOR.  
Customer shall be listed as additionally insured.

16. Arbitration. Any controversy or claim arising out of or related to this Agreement or any transactions contemplated herein that cannot be amicably resolved, will be resolved by binding arbitration held in Raleigh, North Carolina, or any other location mutually agreeable to the parties, in accordance with the commercial arbitration rules of the American Arbitration Association. The decree or judgment of any award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

17. Notice. All notices and other communications hereunder will be in writing and may be given by personal delivery, nationally recognized express courier, registered or certified mail (return receipt requested), or facsimile (receipt confirmed). Such notice will be deemed effective when received if it is given by personal delivery, nationally recognized express courier, or facsimile, and will be effective three (3) days after mailing by registered or certified mail, so long as it is actually received within five (5) days (and, if not so received within five (5) days, is effective when actually received) by the parties at the following addresses (or at such other address for a party as will be specified by like notice):

If to CONTRACTOR, to:

Waste Industries, LLC dba GFL Environmental  
3301 Benson Drive, Suite 601  
Raleigh, NC 27609  
Attn: Travis Hitchcock  
Phone: 919-325-3000  
Fax: 919-325-4040

If to CUSTOMER, to:

Town of Holly Springs  
128 S Main St  
Holly Springs, NC 27540  
Attn: Town Manager

20. Entire Agreement. This Agreement constitutes the entire understanding between the parties, and cancels and supersedes all prior negotiations, understandings and agreements, oral or written, relating to the provision of the services described herein.

21. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

*[Signature page follows.]*

IN WITNESS WHEREOF, the Town of Holly Springs and Waste Industries, LLC dba GFL Environmental, have executed this Solid Waste and Recycling Collection Agreement as of the date first set forth above.

The Town of Holly Springs

Waste Industries, LLC dba GFL  
Environmental

By: \_\_\_\_\_

Name: Randy Harrington

Title: Town Manager

DocuSigned by:  
By: Travis Hitchcock

4D2682FACD4642F...  
Name: Travis Hitchcock

Title: Regional Vice-President

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

\_\_\_\_\_  
Town Finance Officer

## **Exhibit A**

### **Residential Curbside Cart Trash Service**

**\$9.80 per month per** each CONTRACTOR provided 96-gallon cart for one time per week curbside collection. This price includes landfill fees at South Wake Landfill.

### **Residential Curbside Cart Recycle Service**

**\$3.99 per month per** each CONTRACTOR provided 96-gallon cart for every other week curbside collection. This price includes processing fees.



# Holly Springs Town Council

## *Town Council Meeting Agenda Cover Sheet*

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### Agenda Item#: 10.

#### **Consent Agenda**

**Title:** Avent Ferry Rd./Holly Meadow Dr. Signal - Construction Contracts

**Strategic Priority Area:** Engaged, Healthy, & Active Community

Responsible & Balanced Growth

Safe & Friendly

**Staff Resource:** Tim Athy, Utilities and Infrastructure

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#### **Action(s):**

- Approve total project budget of \$750,884 (including contingency) for the Avent Ferry Rd./Holly Meadow Dr. Signal project.
- Award and authorize the Town Manager to sign and execute the Construction contract for the Avent Ferry Rd./Holly Meadow Dr. Signal project to Fulcher Electric of Fayetteville, Inc. in the amount of \$502,009 (with an additional \$72,991 allocated as project contingency).
- Award and authorize the Town Manager to sign and execute the Construction Engineering & Inspections (CEI) and Contract Administration (CA) contract for the Avent Ferry Rd./Holly Meadow Dr. Signal project project to DRMP in the amount of \$104,340 (with an additional \$10,660 allocated as project contingency ).
- Authorize the Town Manager to negotiate, sign, and execute any other required agreements, amendments, or change orders necessary to deliver the Avent Ferry Rd./Holly Meadow Dr. Signal project that are consistent with prior Council action, direction, and within the project budget and approved funding sources.
- Adopt Streets and Sidewalk Capital Project Ordinance (23-28).

#### **Explanation:**

- On April 28, 2023 one (1) contractor bid was received by Town staff for the Avent Ferry Rd./Holly Meadow Dr. Signal project.
  - State law requires a minimum three (3) bids must be received in order to open bids.
  - The single bid was returned unopened to the contractor.
  - Upon re-bid of a project state law does not mandate a minimum number of bidders to open bids.
- May 31, 2023 Town staff opened one (1) contractor bid for the construction of the Avent Ferry Rd./Holly Meadow Dr. Signal project project.
- Fulcher Electric of Fayetteville, Inc. was the lowest, and only, responsive, responsible bidder at \$502,009.
- The Construction Engineering & Inspections (CEI) and Contract Administration (CA) contract includes daily inspections, field engineering, stakeholder coordination, public engagement, and documentation during the construction of this project, all per Town and

Town Council Business Meeting  
August 15, 2023

North Carolina Department of Transportation (NCDOT) guidelines.

- DRMP was selected by Town staff to perform the CEI & CA responsibilities through the Qualification Based Selection (QBS) process.
  - 5 consultants submitted Letters of Interest.
  - Town staff graded consultants on criteria such as experience, knowledge, familiarity and past performance.
- Staff recommends awarding the CEI/CA contract to DRMP.
- Funding for the project will be a combination of General Fund Street Reserves and Infrastructure Fees-In-lieu.
- Construction mobilization is expected to begin in late summer of 2023 (construction duration is anticipated to take up to 15 months).

### **Background:**

- The Avent Ferry Rd./Holly Meadow Dr. Signal project consists of converting the existing 2-way stop controlled intersection located at the Holly Meadow Dr. entrance to the Holly Glen neighborhood to a signal controlled intersection.
- The project will include galvanized metal signal poles & mast arms, pedestrian crosswalks with crossing signals, and Town of Holly Springs fiber connectivity.
- \$110,884 has been collected with an additional \$490,000 expected to be collected for the project budget through developer fees-in-lieu.
- In response to resident and Town Council concerns over traffic and pedestrian safety at this intersection, Town Council at the October 15, 2021 Town Council meeting appropriated \$150,000 from Pay-As-You-Go funds to advance the project design phase for a traffic light at Holly Meadow Drive and Avent Ferry Road.
- Streets and Sidewalk Capital Project Ordinance (23-28) appropriates funds for all street and sidewalk capital projects including the Holly Meadows Signal Project.
- The included budget ordinance increases the total appropriation by \$100,884 to account for anticipated fees-in-lieu for this project to match the total anticipated \$600,884 in fees-in-lieu for the Holly Meadows signal.
- If Council approves this agenda item, it requires the Town to front anticipated developer fees-in-lieu in the amount of \$490,000 associated with the Norris Crossing development that are expected, but have not yet been paid to the Town based on the current timeline of the development. Payment of the fee-in-lieu is anticipated by the Fall of 2023. Staff recommends moving forward at this time given the criticality of the signal installation.

### **Funding Source(s):**

General Fund/Street Reserves - \$150,000

Anticipated Developer Fees-in-lieu - \$600,884

### **Attachment(s):**

1. AFR-HMD\_Signal\_Const.\_Contract
2. Certified\_Bid\_Tabs
3. Consultant\_Bid\_Recommendation
4. Street and Sidewalk Project Ordinance (23-28)
5. AFR\_HMD\_Signal\_CA-CEI\_Contract



SECTION 00300  
BID PROPOSAL ("Proposal")

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

FROM: "BIDDER" Fulcher Electric of Fayetteville, Inc.

ADDRESS P. O. Box 2799

Fayetteville, NC 28302

DATE OF BID May 31, 2023, 20\_\_

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

**AVENT FERRY ROAD/HOLLY MEADOW DRIVE SIGNAL**

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

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

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

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

[Terms continued on the following page.]

\*\* Fill in appropriate Addenda number(s):

|            |                 |       |                 |
|------------|-----------------|-------|-----------------|
| Addendum # | <u>1</u>        | Dated | <u>5/5/23</u>   |
| Addendum # | <u>        </u> | Dated | <u>        </u> |
| Addendum # | <u>        </u> | Dated | <u>        </u> |
| Addendum # | <u>        </u> | Dated | <u>        </u> |
| Addendum # | <u>        </u> | Dated | <u>        </u> |
| Addendum # | <u>        </u> | Dated | <u>        </u> |

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

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

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

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

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

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

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

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

THAT: Should this Proposal not be accepted by the Owner, the certified check, in the amount of (must be dollar amount): See attached bid bond  
Dollars (\$                    ) or the five percent (5%) Bid Bond, as applicable, deposited herewith shall be returned to the Bidder.

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

[Terms continued on the following page.]

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

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

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

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

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

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

**TOHS #21-027**

**FINAL 2007**

**F-3**

**Avent Ferry Road/  
Holly Meadow Drive Signal**

BID PROPOSAL  
GENERAL CONSTRUCTION  
FOR THE  
**AVENT FERRY ROAD/HOLLY MEADOW DRIVE SIGNAL - Holly Springs, NC**  
**Town of Holly Springs Project 121-027**  
(the "Project")

**SCHEDULE OF PRICES**

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

| ITEM | SECTION | DESCRIPTION                                   | QTY | UNIT | UNIT BID PRICE | AMOUNT BID  |
|------|---------|-----------------------------------------------|-----|------|----------------|-------------|
| 1    | 800     | Mobilization                                  | 1   | LS   | \$30,000.00    | \$30,000.00 |
| 2    | 801     | Construction Surveying                        | 1   | LS   | \$5,000.00     | \$5,000.00  |
| 3    | 226     | Grading                                       | 1   | LS   | \$40,000.00    | \$40,000.00 |
| 4    | SP      | #57 Stone                                     | 20  | TON  | \$150.00       | \$3,000.00  |
| 5    | 520     | Aggregate Base Course                         | 5   | TON  | \$500.00       | \$2,500.00  |
| 6    | 607     | Incidental Milling                            | 10  | SY   | \$700.00       | \$7,000.00  |
| 7    | 610     | Asphalt Conc Intermediate Course, Type I19.0C | 35  | TON  | \$650.00       | \$22,750.00 |
| 8    | 610     | Asphalt Conc Surface Course, Type S9.5C       | 10  | TON  | \$815.00       | \$8,150.00  |
| 9    | 620     | Asphalt Binder for Plant Mix                  | 5   | TON  | \$800.00       | \$4,000.00  |
| 10   | 846     | 1'-6" Concrete Curb and Gutter                | 23  | LF   | \$105.00       | \$2,415.00  |
| 11   | 846     | 2'-6" Concrete Curb and Gutter                | 19  | LF   | \$135.00       | \$2,565.00  |
| 12   | 848     | 4" Concrete Sidewalk                          | 10  | SY   | \$135.00       | \$1,350.00  |
| 13   | 848     | Concrete Curb Ramps                           | 4   | EA   | \$5,200.00     | \$20,800.00 |

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Avent Ferry Road/  
Holly Meadow Drive Signal

| ITEM | SECTION | DESCRIPTION                                             | QTY   | UNIT | UNIT BID PRICE | AMOUNT BID  |
|------|---------|---------------------------------------------------------|-------|------|----------------|-------------|
| 14   | 852     | 5" Monolithic Concrete Islands<br>(Surface Mounted)     | 20    | SY   | \$200.00       | \$4,000.00  |
| 15   | 901     | Contractor Furnished, Type E Sign                       | 35    | SF   | \$50.00        | \$1,750.00  |
| 16   | 903     | Supports, 3-LB Steel U-Channel<br>(Black Powder Coated) | 28    | LF   | \$15.00        | \$420.00    |
| 17   | 904     | Sign Erection, Type E                                   | 2     | EA   | \$150.00       | \$300.00    |
| 18   | 907     | Disposal of Sign System, U-Channel                      | 4     | EA   | \$50.00        | \$200.00    |
| 19   | SP      | Temporary Traffic Control                               | 1     | LS   | \$15,000.00    | \$15,000.00 |
| 20   | 1205    | Thermoplastic Pavement Marking<br>Lines (4", 90 Mils)   | 130   | LF   | \$3.10         | \$403.00    |
| 21   | 1205    | Thermoplastic Pavement Marking<br>Lines (24", 90 Mils)  | 428   | LF   | \$14.85        | \$6,355.80  |
| 22   | 1205    | Thermoplastic Pavement Marking<br>Symbol (90 Mils)      | 3     | EA   | \$200.00       | \$600.00    |
| 23   | 1205    | Removal of Pavement Marking Lines<br>(4")               | 55    | LF   | \$2.50         | \$137.50    |
| 24   | 1205    | Removal of Pavement Marking Lines<br>(12")              | 20    | LF   | \$8.00         | \$160.00    |
| 25   | 1205    | Removal of Pavement Marking Lines<br>(24")              | 3     | LF   | \$38.00        | \$114.00    |
| 26   | 1660    | Seeding and Mulching                                    | 0.01  | ACR  | \$2,500.00     | \$2,500.00  |
| 27   | 1705    | PEDESTRIAN SIGNAL HEAD (16", 1<br>SECTION W/COUNTDOWN)  | 6     | EA   | \$1,150.00     | \$6,900.00  |
| 28   | 1705    | SIGNAL CABLE                                            | 2,600 | LF   | \$4.50         | \$11,700.00 |
| 29   | 1705    | VEHICLE SIGNAL HEAD (12", 3<br>SECTION)                 | 7     | EA   | \$1,100.00     | \$7,700.00  |
| 30   | 1705    | VEHICLE SIGNAL HEAD (12", 4<br>SECTION)                 | 5     | EA   | \$1,325.00     | \$6,625.00  |
| 31   | 1715    | TRACER WIRE                                             | 25    | LF   | \$2.00         | \$50.00     |
| 32   | 1715    | PAVED TRENCHING (2-2")                                  | 35    | LF   | \$28.00        | \$980.00    |
| 33   | 1715    | UNPAVED TRENCHING (2-2")                                | 265   | LF   | \$14.00        | \$3,710.00  |

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Avent Ferry Road/  
Holly Meadow Drive Signal

| ITEM | SECTION    | DESCRIPTION                                           | QTY   | UNIT | UNIT BID PRICE | AMOUNT BID  |
|------|------------|-------------------------------------------------------|-------|------|----------------|-------------|
| 34   | 1716       | DIRECTIONAL DRILL (2-2")                              | 350   | LF   | \$28.00        | \$9,800.00  |
| 35   | 1716       | JUNCTION BOX (STANDARD SIZE)                          | 4     | EA   | \$800.00       | \$3,200.00  |
| 36   | SP - 17160 | JUNCTION BOX (OVER-SIZED, HEAVY DUTY)                 | 5     | EA   | \$1,215.00     | \$6,075.00  |
| 37   | 1725       | INDUCTIVE LOOP SAWCUT                                 | 750   | LF   | \$10.00        | \$7,500.00  |
| 38   | 1726       | LEAD-IN CABLE (14-2)                                  | 1,475 | LF   | \$2.00         | \$2,950.00  |
| 39   | 1730       | DROP CABLE                                            | 55    | LF   | \$5.25         | \$288.75    |
| 40   | 1731       | INTERCONNECT CENTER                                   | 1     | EA   | \$2,200.00     | \$2,200.00  |
| 41   | 1732       | FIBER-OPTIC TRANSCEIVER, DROP & REPEAT                | 1     | EA   | \$4,780.00     | \$4,780.00  |
| 42   | 1733       | DELINEATOR MARKER                                     | 1     | EA   | \$200.00       | \$200.00    |
| 43   | 1743       | TYPE I POST WITH FOUNDATION                           | 1     | EA   | \$3,000.00     | \$3,000.00  |
| 44   | 1743       | TYPE II PEDESTAL WITH FOUNDATION                      | 2     | EA   | \$3,750.00     | \$7,500.00  |
| 45   | 1745       | SIGN FOR SIGNALS                                      | 2     | EA   | \$650.00       | \$1,300.00  |
| 46   | 1750       | SIGNAL CABINET FOUNDATION                             | 1     | EA   | \$2,500.00     | \$2,500.00  |
| 47   | 1751       | CONTROLLER WITH CABINET (TYPE 2070L, BASE MOUNTED)    | 1     | EA   | \$23,000.00    | \$23,000.00 |
| 48   | 1751       | DETECTOR CARD (TYPE 2070L)                            | 7     | EA   | \$225.00       | \$1,575.00  |
| 49   | 1752       | CONDUIT ENTRANCE INTO EXISTING FOUNDATION             | 1     | EA   | \$1,000.00     | \$1,000.00  |
| 50   | 1753       | CABINET BASE EXTENDER                                 | 1     | EA   | \$500.00       | \$500.00    |
| 51   | SP         | APS DETECTOR STATION                                  | 6     | EA   | \$950.00       | \$5,700.00  |
| 52   | SP         | CENTRAL CONTROL UNIT APS DETECTOR STATION             | 1     | EA   | \$4,200.00     | \$4,200.00  |
| 53   | SP         | CAMERA WITHOUT INTERNAL LOOP EMULATOR PROCESSING UNIT | 1     | EA   | \$3,500.00     | \$3,500.00  |

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Avent Ferry Road/  
Holly Meadow Drive Signal

| ITEM | SECTION | DESCRIPTION                                                                                     | QTY | UNIT | UNIT BID PRICE | AMOUNT BID   |
|------|---------|-------------------------------------------------------------------------------------------------|-----|------|----------------|--------------|
| 54   | SP      | EXTERNAL LOOP EMULATOR PROCESSING UNIT                                                          | 1   | EA   | \$5,955.00     | \$5,955.00   |
| 55   | SP      | NEW ELECTRICAL SERVICE                                                                          | 1   | EA   | \$2,000.00     | \$2,000.00   |
| 56   | SP      | GPS UNIT                                                                                        | 1   | EA   | \$10,650.00    | \$10,650.00  |
| 57   | SP      | METAL POLE WITH SINGLE MAST ARM                                                                 | 4   | EA   | \$26,750.00    | \$107,000.00 |
| 58   | SP      | SOIL TEST                                                                                       | 4   | EA   | \$2,000.00     | \$8,000.00   |
| 59   | SP      | DRILLED PIER FOUNDATION                                                                         | 24  | CY   | \$2,000.00     | \$48,000.00  |
| 60   | SP      | MAST ARM WITH METAL POLE DESIGN                                                                 | 4   | EA   | \$500.00       | \$2,000.00   |
| 61   | SP      | GENERIC SIGNAL ITEM (EA) - CCTV CAMERA ASSEMBLY (FURNISHED BY TOWN, INSTALL BY CONTRACTOR ONLY) | 1   | EA   | \$1,800.00     | \$1,800.00   |
| 62   | SP      | GENERIC SIGNAL ITEM (EA) - STREET NAME SIGNS (MAST ARM MOUNTED)                                 | 4   | EA   | \$1,375.00     | \$5,500.00   |
| 63   | SP      | GENERIC SIGNAL ITEM (EA) - TEMPORARY TRAFFIC CONTROL SIGNS (STATIONARY)                         | 48  | SF   | \$25.00        | \$1,200.00   |

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

Five Hundred, Two Thousand, Nine Dollars  
and Five Cents (\$ \$502,009.05 )

Bidder Fulcher Electric of Fayetteville, Inc.  
(Print)

NOTE: PROPOSAL SIGNATURE REQUIRED ON PAGE F-21. ALL PROPOSALS MUST BE PROPERLY EXECUTED TO BE CONSIDERED A VALID BID.

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Avent Ferry Road/  
Holly Meadow Drive Signal

**BID BOND**

This is a Bid Bond that is subject to the provisions of Article 3 of Chapter 44A of the North Carolina General statutes.

This Bid Bond is executed on May 31st, 2023

The name of the PRINCIPAL is Fulcher Electric of Fayetteville, Inc. (1)

\_\_\_\_\_ (2)

The name of the SURETY is Selective Insurance Company of America

\_\_\_\_\_

The TOWN OF HOLLY SPRINGS, NORTH CAROLINA is the OWNER.

The amount of the Bond is five percent

\_\_\_\_\_ (Dollars) (\$ 5% )

KNOW BY ALL MEN BY THESE PRESENTS, the Principal and Surety above named are hereby held and firmly bound unto the above named OWNER hereinafter called the OWNER in the penal sum of the amount stated above in lawful money of the United States, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the OWNER a certain Bid Proposal, attached hereto and hereby made a part hereof to enter into a Contract in writing, for the construction of:

AVENT FERRY ROAD/HOLLY MEADOW SIGNAL – Holly Springs, NC as described by a document entitled "Project Manual for AVENT FERRY ROAD/HOLLY MEADOW SIGNAL, Project No. 21-027 dated, April 11, 2023 by the Town of Holly Springs

NOW, THEREFORE

- (a) If said Bid Proposal shall be rejected; or in the alternate,
- (b) If said Bid Proposal shall be accepted and the Principal shall execute and deliver a Contract in the form of Contract attached hereto (properly completed in accordance with said Bid Proposal) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid Proposal, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

TOHS #21-027

Avent Ferry Road/  
Holly Meadow Drive Signal

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FINAL 2007



The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bid Bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid Proposal; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

ATTEST:

  
(Principal) Secretary  
(SEAL)

  
Principal

BY: Kenneth L. Fulcher, Vice President (3)

P. O. Box 2799, Fayetteville, NC 28302

(Address)

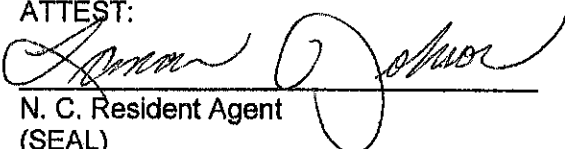
Louis A. Fulcher, IV Corporate Secretary

Witness as to Principal

P. O. Box 2799, Fayetteville, NC 28302

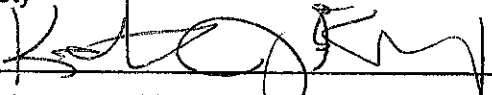
(Address)

ATTEST:

  
N. C. Resident Agent  
(SEAL)

Selective Insurance Company of America

Surety

By: 

Kristian J Kelly, attorney in fact (4)

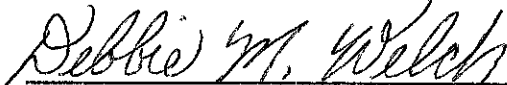
(Name)

40 Wantage Ave. Branchvill NJ 07890

(Address)

910-484-1750

(Phone Number)

  
Witness as to Surety

PO Box 489, Fayetteville NC 28302

(Address)

- (1) Insert the correct name of Principal.
- (2) Insert whether the Principal is a corporation, a partnership, a limited liability company or an individual.
- (3) If Principal is a partnership, all partners should execute the Bid Bond. If Bidder is a limited liability company, all managers (or all members, if the company is member-managed) should execute the Bond.
- (4) Provide contact name, address and phone number for bid bond surety.

# **SELECTIVE**

BE UNIQUELY INSURED<sup>SM</sup>

**ALL NOTICES REGARDING CLAIMS AGAINST  
THIS BOND MUST BE MAILED OR FAXED TO:**

**SELECTIVE INSURANCE COMPANY OF AMERICA  
Attention: BOND CLAIMS  
P.O. Box 7265  
London, KY 40742**

**Email address: CSVRIORITY@selective.com**

**Telefax: (877) 352-6541**

**Phone: (866) 455-9969**

For all other inquiries not related to claims, contact:

Selective Insurance Company of America  
40 Wantage Avenue  
Branchville, NJ 07890  
1 (800) 777-9656  
1 (973) 948-3000

# SELECTIVE

BE UNIQUELY INSURED™

Selective Insurance Company of America  
40 Wantage Avenue  
Branchville, New Jersey 07890  
973-948-3000

Bond No. B 1282904

## POWER OF ATTORNEY

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

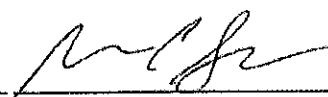
does hereby appoint **Kristian J Kelly**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **Six Hundred Thousand Dollars (\$600,000.00)**

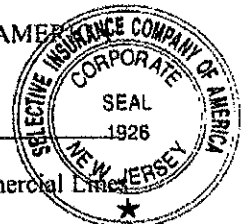
Signed this 31st day of May, 2023

SELECTIVE INSURANCE COMPANY OF AMERICA

By:

  
Brian C. Sarisky

Its SVP, Strategic Business Units, Commercial Lines



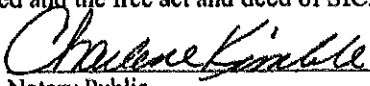
STATE OF NEW JERSEY :

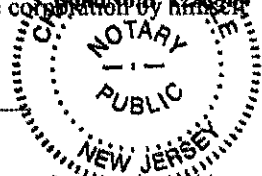
:ss. Branchville

COUNTY OF SUSSEX :

On this 31st day of May, 2023 before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being duly sworn, do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.

Charlene Kimble  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
ID # N/A  
MY COMMISSION EXPIRES 6/2/26

  
Notary Public



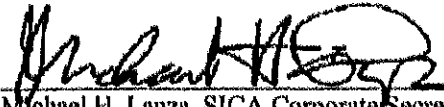
The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

## CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution is in full force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 31st day of May, 2023

  
Michael H. Lanza, SICA Corporate Secretary



Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.

B91 (4-14)

## **EQUAL EMPLOYMENT OPPORTUNITY ADDENDUM**

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

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

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

Fulcher Electric of Fayetteville, Inc.

Corporate Name

ATTEST

Law G. Fulcher

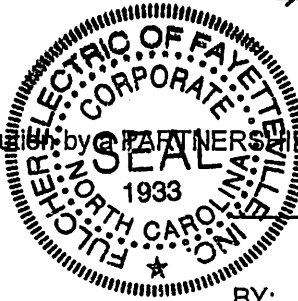
(Assistant) Secretary

BY: Kenneth L. Fulcher

(Vice) President

(CORPORATE SEAL)

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



\_\_\_\_\_  
(SEAL)  
Partnership Name

BY: \_\_\_\_\_ (SEAL)  
General Partner

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

\_\_\_\_\_  
(SEAL)  
Company Name

BY: \_\_\_\_\_ (SEAL)  
Manager/Member

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

BY: \_\_\_\_\_ (SEAL)

WITNESS:

\_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Cumberland Co., NC

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
County

My Commission Expires:

\_\_\_\_\_

TOHS #21-027

F-28

Avent Ferry Road/  
Holly Meadow Drive Signal

## QUALIFICATIONS OF BIDDERS

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

1. List of references who are qualified to judge as to his financial responsibility and his experience in work of similar nature to that bid upon:
2. List of previous contracting experience, including dollar values of contracts:  
Carollina Sunrock - U-5618, Morrisville-Carpenter Rd - \$750,000.00  
Fred Smith Co - C5604OF, Blue Ridge Rd - \$1,053,000.00  
Balfour Beatty - C203980, Military Cutoff - \$2, 720,000.00
3. List of facilities or equipment that is available for use:  
Fulcher Electric has a home office in Fayetteville. Fulcher owns their work trucks & have a warehouse with miscellaneous stored materials for signal work which is restocked regularly.
4. Name, residence, and title of the individual who will give personal attention to the work:  
  
Louis A. Fulcher, IV, 1744 Middle River Rd, Fayetteville, NC 28312
5. Financial Statement:  
Willing to furnish after Bid Proposals are received if required by the Owner & Engineer

### ASSETS

#### CURRENT ASSETS:

|                               |          |
|-------------------------------|----------|
| Cash                          | \$ _____ |
| Notes and Accounts Receivable | _____    |
| Inventories                   | _____    |

#### PLANT ASSETS:

|                          |              |
|--------------------------|--------------|
| Real Estate              | \$ _____     |
| Machinery                | _____        |
| Good Will, Patents, etc. | _____        |
|                          | \$ _____     |
|                          | Total Assets |

**LIABILITIES:**

|                   |                                              |                          |
|-------------------|----------------------------------------------|--------------------------|
| Notes Payable     | \$ _____                                     |                          |
| Accounts Payable  | _____                                        |                          |
| Accrued Wages     | _____                                        |                          |
| Other Liabilities | _____                                        | \$ _____                 |
|                   |                                              | <b>Total Liabilities</b> |
|                   | <b>EXCESS OF<br/>ASSETS OR<br/>NET WORTH</b> | \$ _____                 |

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

| <u>Claim</u> | <u>Date of Claim</u> | <u>Resolution, if any</u> |
|--------------|----------------------|---------------------------|
| _____        | _____                | _____                     |
| No Claims    | _____                | _____                     |
| _____        | _____                | _____                     |
| _____        | _____                | _____                     |

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

**Notes:**

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

**Town of Holly Springs**

**AFFIDAVIT A**

**AFFIDAVIT of Intent to Perform Contract with Own Workforce.**

**County of Wake**

Affidavit of \_\_\_\_\_  
(Name of Bidder)

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

\_\_\_\_\_ contract.  
(Name of Project)

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

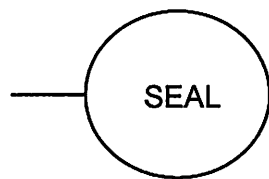
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

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

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



State of North Carolina, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_



NOTICE OF AWARD

TO: CONTRACTOR/BIDDER: Fulcher Electric of Fayetteville

ADDRESS: P.O. Box 2799  
Fayetteville, NC 28302

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

OWNER: Town of HOLLY SPRINGS  
Utilities & Infrastructure Department  
HOLLY SPRINGS, North Carolina

PROJECT: AVENT FERRY ROAD/HOLLY MEADOW DRIVE – Holly Springs, NC  
Project No. 21-027

You are hereby notified that the Owner has considered the Bid Proposal submitted by you for the above-described project in response to its Notice to Bidders dated May 31, 2023.

It appears that it is to the best interest of said Owner to accept your Bid Proposal in the amount of: Five hundred two thousand Nine Dollars & 05/100  
Dollars (\$ 502,009.05). You are therefore hereby notified that your Bid Proposal has been accepted for Avent Ferry/Holly Meadow Drive Signal

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

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

Dated this 21st day of June, 2023.

Town of HOLLY SPRINGS, North Carolina

By: \_\_\_\_\_

Title: \_\_\_\_\_

TOHS #21-027

Avent Ferry Road/  
Holly Meadow Drive Signal

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice of Award is hereby acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Bidder

By: \_\_\_\_\_

Title: \_\_\_\_\_

**TOWN OF HOLLY SPRINGS, NORTH CAROLINA  
"GOOD FAITH EFFORT"**

County of Cumberland

Affidavit of Fulcher Electric of Fayetteville, Inc.  
(Name of Bidder)

**I have made a good faith effort to comply under the following areas checked:**  
(A minimum of 50 points is required to have achieved a "good faith effort")

(Y/N)

- Y (1) Contacting minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor or available on State or local government maintained lists at least 10 days before the bid or proposal date and notifying them of the nature and scope of the work to be performed. Value = 10 points
- Y (2) Making the construction plans, specifications and requirements available for review by prospective minority businesses or providing these documents to them at least 10 days before the bid or proposals are due. Value = 10 points
- Y (3) Breaking down or combining elements of work into economically feasible units to facilitate minority participation. Value = 10 points
- N (4) Working with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses. Value = 10 points.
- Y (5) Attending any pre-bid meetings scheduled by the public owner. Value = 10 points.
- N (6) Providing assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for subcontractors. Value = 20 points.  
No request received
- Y (7) Negotiating in good faith with interested minority businesses and not rejecting them as unqualified without sound reasons based on their capabilities. Any rejection of minority business based on lack of qualification should have the reasons documented writing. Value = 15 points.
- N (8) Providing assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily is required. Assisting minority businesses in obtaining the 'same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit. Value = 25 points.  
No request received

TOHS #21-027

Avent Ferry Road/  
Holly Meadow Drive Signal

00905-8

- N (9) Negotiating joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible. Value = 20 points.  
No request received
- Y (10) Providing quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands. Value = 20 points.

In accordance with GSI43-128.2(d) the undersigned will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon execution of a contract with the Owner. Failure to abide by this statutory provision will constitute a breach of the contract.

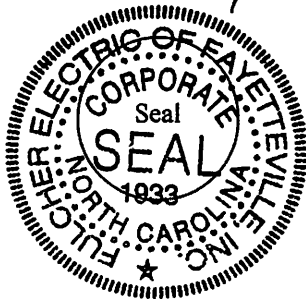
The undersigned hereby certified that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 5/11/23

Name of Authorized Louis A. Fulcher, IV

Officer: Signature: *Louis A. Fulcher, IV*

Title: Corporate Secretary

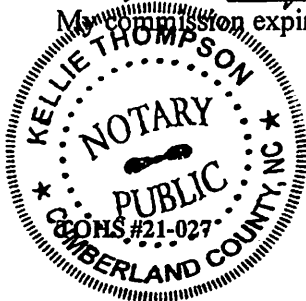


State of North Carolina, County of Cumberland

Subscribed and sworn to before me this 11th day of May 2023

Notary Public Kellie Thompson

My commission expires Sept. 22, 2027



Avent Ferry Road/  
Holly Meadow Drive Signal

00905-9

**Town of Holly Springs**

**- Portion of the Work to be  
Performed by Minority Firms**

\*\*\*\*\* (NOTE: THIS FORM IS NOT TO BE SUBMITTED WITH THE BID PROPOSAL) \*\*\*\*\*

If the portion of the work to be executed by minority businesses as defined in GS 143-128.2 (g) is equal to or greater than 10% of the bidders total contract price, then the bidder must complete this affidavit. This affidavit shall be provided by the apparent lowest responsible, responsive bidder within 72 hours after notification of being low bidder.

Affidavit of: \_\_\_\_\_ I do hereby certify that on the  
(Bidder)

\_\_\_\_\_  
(Project Name)

Project ID # \_\_\_\_\_ Amount of Bid \$ \_\_\_\_\_

I will expend a minimum of \_\_\_\_\_ % of the total dollar amount of the contract with minority business enterprises. Minority Businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below.

Attach additional sheets if required.

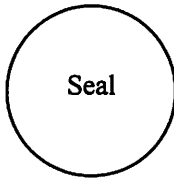
| Name and Phone Number | * Minority Category | Work Description | Dollar Value |
|-----------------------|---------------------|------------------|--------------|
|                       |                     |                  |              |
|                       |                     |                  |              |
|                       |                     |                  |              |
|                       |                     |                  |              |
|                       |                     |                  |              |
|                       |                     |                  |              |
|                       |                     |                  |              |
|                       |                     |                  |              |
|                       |                     |                  |              |

\*Minority categories: Black, African American (B), Hispanic (H), Asian American (A), American Indian (I), Female (F), Socially and Economically Disadvantaged (D)

Pursuant to GS 143-128.2 (d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_



Signature: \_\_\_\_\_

Title: \_\_\_\_\_

State of North Carolina, County of \_\_\_\_\_  
Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
Notary Public \_\_\_\_\_  
My commission expires \_\_\_\_\_

If the goal of 10% participation by minority business is not achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts.

Affidavit of: Fulcher Electric of Fayetteville, Inc.

(Bidder)

I do certify the attached documentation as true and accurate representation of my good faith efforts.

(Attach additional sheets if required)

| Name and Phone Number                | *Minority Category | Work Description  | Dollar Value |
|--------------------------------------|--------------------|-------------------|--------------|
| Browe Construction                   | F                  | Concrete          | \$30,440.00  |
| Precision Contracting Services, Inc. | F                  | Fiber Optics Work | \$7,890.00   |
|                                      |                    |                   |              |

\*Minority categories: Black, African American (B), Hispanic (H), Asian American (A), American Indian (I), Female (F), Socially and Economically Disadvantaged (D)

Documentation of the Bidder's good faith efforts to meet the goals set forth in these provisions. Examples of documentation shall include the following evidence:

- A. Copies of solicitation for quotes to at least three (3) minority business firms from the source list provided for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contract, and location, date and time when quotes must be received.
- B. Copies of quotes or responses received from each firm responding to the solicitation.
- C. A telephone log of follow-up calls to each firm sent a solicitation.
- D. For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.

F. Copy of pre-bid roster.

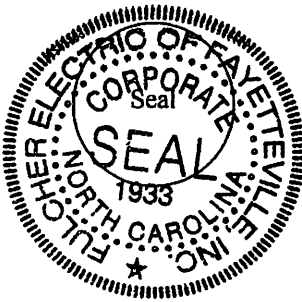
G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.

H. Letter detailing reasons for rejection of minority business due to lack of qualification.

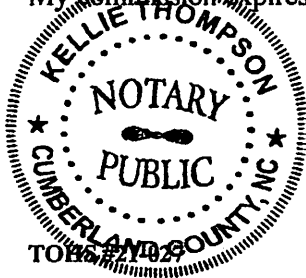
I. Letter documenting proposed assistance offered to minority businesses in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder.

Date: 5/11/23 Name of Authorized Officer: Louis A. Fulcher, IV  
Signature: *Louis A. Fulcher*  
Title: Corporate Secretary



State of North Carolina, County of Cumberland  
Subscribed and sworn to before me this 11<sup>th</sup> day of May 2023  
Notary Public *Kellie Thompson*  
My commission expires Sept. 22, 2027



Avent Ferry Road/  
Holly Meadow Drive Signal

00905-13



**kthompson@fulcherelectric.com**

---

**From:** kthompson@fulcherelectric.com  
**Sent:** Thursday, April 20, 2023 4:06 PM  
**To:** KTHOMPSON@FULCHERELECTRIC.COM  
**Subject:** AVENT FERRY/HOLLY MEADOWN DR SIGNAL

Fulcher Electric of Fayetteville, Inc. is planning on bidding on the above referenced project for the Town of Holly Springs. This project bids on Friday, May 12, 2023 @ 2:00. The files are too large to send attached. You may click on the link below to access the files.

<https://www.hollyspringsnc.us/2456/Bids-Requests-for-Proposals>

**We would like to have your quotes back by no later than end of the day on Monday, May 8, 2023.** This will give us enough time to complete the proposal paperwork for our quote.

If you have any questions or if additional information is needed, please let us know. You may contact me by the phone number below or email me, Kellie Thompson, at [kthompson@fulcherelectric.com](mailto:kthompson@fulcherelectric.com). We would appreciate if you will send a copy of your quote to me and our estimator, Louis Fulcher at [louis@fulcherelectric.com](mailto:louis@fulcherelectric.com). Thank you in advance for your assistance. Looking forward to hearing from you.

Fulcher Electric of Fayetteville, Inc.

P. O. Box 2799

Fayetteville, NC 28302

Phone (910) 483-7772

Fax (910) 321-7859

[louis@fulcherelectric.com](mailto:louis@fulcherelectric.com)

[kthompson@fulcherelectric.com](mailto:kthompson@fulcherelectric.com)



### Identification of Minority Business Participation

I, Fulcher Electric of Fayetteville, Inc.  
(Name of Bidder)

do hereby certify that on this project, we will use the following minority business enterprises as construction subcontractors, vendors, suppliers or providers of professional services.

[illegible]

\*Minority categories: Black, African American (B), Hispanic (R), Asian American (A). American Indian (I), Female (F), Socially and Economically Disadvantaged (D)

**The total value of minority business contracting will be (\$)** \$38,330.00.

**TOHS #21-027**

### Avent Ferry Road/ Holly Meadow Drive Signal

**00905-14**

Project Name: **Avent Ferry Road/Holly Meadow Drive Signal**

Project Number: **TOHS Project: #21-027**

**Bid Tab & Summary**

**Date: 6/1/2023**



| ITEM | SECTION | DESCRIPTION                                          | QTY | UNIT | Fulcher Electric of Fayetteville, Inc |              | Engineer's Estimate |              |
|------|---------|------------------------------------------------------|-----|------|---------------------------------------|--------------|---------------------|--------------|
|      |         |                                                      |     |      | UNIT BID PRICE                        | AMOUNT BID   | UNIT BID PRICE      | AMOUNT BID   |
| 1    | 800     | Mobilization                                         | 1   | LS   | \$ 30,000.00                          | \$ 30,000.00 | \$ 34,000.00        | \$ 34,000.00 |
| 2    | 801     | Construction Surveying                               | 1   | LS   | \$ 5,000.00                           | \$ 5,000.00  | \$ 15,000.00        | \$ 15,000.00 |
| 3    | 226     | Grading                                              | 1   | LS   | \$ 40,000.00                          | \$ 40,000.00 | \$ 24,000.00        | \$ 24,000.00 |
| 4    | SP      | #57 Stone                                            | 20  | TON  | \$ 150.00                             | \$ 3,000.00  | \$ 72.00            | \$ 1,440.00  |
| 5    | 520     | Aggregate Base Course                                | 5   | TON  | \$ 500.00                             | \$ 2,500.00  | \$ 275.00           | \$ 1,375.00  |
| 6    | 607     | Incidental Milling                                   | 10  | SY   | \$ 700.00                             | \$ 7,000.00  | \$ 75.00            | \$ 750.00    |
| 7    | 610     | Asphalt Conc Intermediate Course, Type I19.0C        | 35  | TON  | \$ 650.00                             | \$ 22,750.00 | \$ 225.00           | \$ 7,875.00  |
| 8    | 610     | Asphalt Conc Surface Course, Type S9.5C              | 10  | TON  | \$ 815.00                             | \$ 8,150.00  | \$ 350.00           | \$ 3,500.00  |
| 9    | 620     | Asphalt Binder for Plant Mix                         | 5   | TON  | \$ 800.00                             | \$ 4,000.00  | \$ 640.00           | \$ 3,200.00  |
| 10   | 846     | 1'-6" Concrete Curb and Gutter                       | 23  | LF   | \$ 105.00                             | \$ 2,415.00  | \$ 60.00            | \$ 1,380.00  |
| 11   | 846     | 2'-6" Concrete Curb and Gutter                       | 19  | LF   | \$ 135.00                             | \$ 2,565.00  | \$ 70.00            | \$ 1,330.00  |
| 12   | 848     | 4" Concrete Sidewalk                                 | 10  | SY   | \$ 135.00                             | \$ 1,350.00  | \$ 105.00           | \$ 1,050.00  |
| 13   | 848     | Concrete Curb Ramps                                  | 4   | EA   | \$ 5,200.00                           | \$ 20,800.00 | \$ 6,250.00         | \$ 25,000.00 |
| 14   | 852     | 5" Monolithic Concrete Islands (Surface Mounted)     | 20  | SY   | \$ 200.00                             | \$ 4,000.00  | \$ 200.00           | \$ 4,000.00  |
| 15   | 901     | Contractor Furnished, Type E Sign                    | 35  | SF   | \$ 50.00                              | \$ 1,750.00  | \$ 65.00            | \$ 2,275.00  |
| 16   | 903     | Supports, 3-LB Steel U-Channel (Black Powder Coated) | 28  | LF   | \$ 15.00                              | \$ 420.00    | \$ 30.00            | \$ 840.00    |
| 17   | 904     | Sign Erection, Type E                                | 2   | EA   | \$ 150.00                             | \$ 300.00    | \$ 195.00           | \$ 390.00    |

| ITEM | SECTION    | DESCRIPTION                                         | QTY   | UNIT | UNIT BID PRICE | AMOUNT BID   | UNIT BID PRICE | AMOUNT BID   |
|------|------------|-----------------------------------------------------|-------|------|----------------|--------------|----------------|--------------|
| 18   | 907        | Disposal of Sign System, U-Channel                  | 4     | EA   | \$ 50.00       | \$ 200.00    | \$ 65.00       | \$ 260.00    |
| 19   | SP         | Temporary Traffic Control                           | 1     | LS   | \$ 15,000.00   | \$ 15,000.00 | \$ 35,000.00   | \$ 35,000.00 |
| 20   | 1205       | Thermoplastic Pavement Marking Lines (4", 90 Mils)  | 130   | LF   | \$ 3.10        | \$ 403.00    | \$ 7.50        | \$ 975.00    |
| 21   | 1205       | Thermoplastic Pavement Marking Lines (24", 90 Mils) | 428   | LF   | \$ 14.85       | \$ 6,355.80  | \$ 13.00       | \$ 5,564.00  |
| 22   | 1205       | Thermoplastic Pavement Marking Symbol (90 Mils)     | 3     | EA   | \$ 200.00      | \$ 600.00    | \$ 500.00      | \$ 1,500.00  |
| 23   | 1205       | Removal of Pavement Marking Lines (4")              | 55    | LF   | \$ 2.50        | \$ 137.50    | \$ 20.00       | \$ 1,100.00  |
| 24   | 1205       | Removal of Pavement Marking Lines (12")             | 20    | LF   | \$ 8.00        | \$ 160.00    | \$ 20.00       | \$ 400.00    |
| 25   | 1205       | Removal of Pavement Marking Lines (24")             | 3     | LF   | \$ 38.00       | \$ 114.00    | \$ 20.00       | \$ 60.00     |
| 26   | 1660       | Seeding and Mulching                                | 0.01  | ACR  | \$ 250,000.00  | \$ 2,500.00  | \$ 50,000.00   | \$ 500.00    |
| 27   | 1705       | PEDESTRIAN SIGNAL HEAD (16", 1 SECTION W/COUNTDOWN) | 6     | EA   | \$ 1,150.00    | \$ 6,900.00  | \$ 1,200.00    | \$ 7,200.00  |
| 28   | 1705       | SIGNAL CABLE                                        | 2,600 | LF   | \$ 4.50        | \$ 11,700.00 | \$ 4.75        | \$ 12,350.00 |
| 29   | 1705       | VEHICLE SIGNAL HEAD (12", 3 SECTION)                | 7     | EA   | \$ 1,100.00    | \$ 7,700.00  | \$ 1,350.00    | \$ 9,450.00  |
| 30   | 1705       | VEHICLE SIGNAL HEAD (12", 4 SECTION)                | 5     | EA   | \$ 1,325.00    | \$ 6,625.00  | \$ 1,650.00    | \$ 8,250.00  |
| 31   | 1715       | TRACER WIRE                                         | 25    | LF   | \$ 2.00        | \$ 50.00     | \$ 1.25        | \$ 31.25     |
| 32   | 1715       | PAVED TRENCHING (2-2")                              | 35    | LF   | \$ 28.00       | \$ 980.00    | \$ 100.00      | \$ 3,500.00  |
| 33   | 1715       | UNPAVED TRENCHING (2-2")                            | 265   | LF   | \$ 14.00       | \$ 3,710.00  | \$ 17.25       | \$ 4,571.25  |
| 34   | 1715       | DIRECTIONAL DRILL (2-2")                            | 350   | LF   | \$ 28.00       | \$ 9,800.00  | \$ 38.00       | \$ 13,300.00 |
| 35   | 1716       | JUNCTION BOX (STANDARD SIZE)                        | 4     | EA   | \$ 800.00      | \$ 3,200.00  | \$ 750.00      | \$ 3,000.00  |
| 36   | SP - 17160 | JUNCTION BOX (OVER-SIZED, HEAVY DUTY)               | 5     | EA   | \$ 1,215.00    | \$ 6,075.00  | \$ 1,250.00    | \$ 6,250.00  |
| 37   | 1725       | INDUCTIVE LOOP SAWCUT                               | 750   | LF   | \$ 10.00       | \$ 7,500.00  | \$ 12.00       | \$ 9,000.00  |
| 38   | 1726       | LEAD-IN CABLE (14-2)                                | 1,475 | LF   | \$ 2.00        | \$ 2,950.00  | \$ 3.00        | \$ 4,425.00  |
| 39   | 1730       | DROP CABLE                                          | 55    | LF   | \$ 5.25        | \$ 288.75    | \$ 3.75        | \$ 206.25    |

| ITEM | SECTION | DESCRIPTION                                                                                     | QTY | UNIT | UNIT BID PRICE | AMOUNT BID    | UNIT BID PRICE | AMOUNT BID    |
|------|---------|-------------------------------------------------------------------------------------------------|-----|------|----------------|---------------|----------------|---------------|
| 40   | 1731    | INTERCONNECT CENTER                                                                             | 1   | EA   | \$ 2,200.00    | \$ 2,200.00   | \$ 2,500.00    | \$ 2,500.00   |
| 41   | 1732    | FIBER-OPTIC TRANSCEIVER, DROP & REPEAT                                                          | 1   | EA   | \$ 4,780.00    | \$ 4,780.00   | \$ 5,250.00    | \$ 5,250.00   |
| 42   | 1733    | DELINEATOR MARKER                                                                               | 1   | EA   | \$ 200.00      | \$ 200.00     | \$ 170.00      | \$ 170.00     |
| 43   | 1743    | TYPE I POST WITH FOUNDATION                                                                     | 1   | EA   | \$ 3,000.00    | \$ 3,000.00   | \$ 3,000.00    | \$ 3,000.00   |
| 44   | 1743    | TYPE II PEDESTAL WITH FOUNDATION                                                                | 2   | EA   | \$ 3,750.00    | \$ 7,500.00   | \$ 3,500.00    | \$ 7,000.00   |
| 45   | 1745    | SIGN FOR SIGNALS                                                                                | 2   | EA   | \$ 650.00      | \$ 1,300.00   | \$ 550.00      | \$ 1,100.00   |
| 46   | 1750    | SIGNAL CABINET FOUNDATION                                                                       | 1   | EA   | \$ 2,500.00    | \$ 2,500.00   | \$ 2,800.00    | \$ 2,800.00   |
| 47   | 1751    | CONTROLLER WITH CABINET (TYPE 2070L, BASE MOUNTED)                                              | 1   | EA   | \$ 23,000.00   | \$ 23,000.00  | \$ 37,500.00   | \$ 37,500.00  |
| 48   | 1751    | DETECTOR CARD (TYPE 2070L)                                                                      | 7   | EA   | \$ 225.00      | \$ 1,575.00   | \$ 400.00      | \$ 2,800.00   |
| 49   | 1752    | CONDUIT ENTRANCE INTO EXISTING FOUNDATION                                                       | 1   | EA   | \$ 1,000.00    | \$ 1,000.00   | \$ 700.00      | \$ 700.00     |
| 50   | 1753    | CABINET BASE EXTENDER                                                                           | 1   | EA   | \$ 500.00      | \$ 500.00     | \$ 1,500.00    | \$ 1,500.00   |
| 51   | SP      | APS DETECTOR STATION                                                                            | 6   | EA   | \$ 950.00      | \$ 5,700.00   | \$ 1,500.00    | \$ 9,000.00   |
| 52   | SP      | CENTRAL CONTROL UNIT APS DETECTOR STATION                                                       | 1   | EA   | \$ 4,200.00    | \$ 4,200.00   | \$ 2,450.00    | \$ 2,450.00   |
| 53   | SP      | CAMERA WITHOUT INTERNAL LOOP EMULATOR PROCESSING UNIT                                           | 1   | EA   | \$ 3,500.00    | \$ 3,500.00   | \$ 6,500.00    | \$ 6,500.00   |
| 54   | SP      | EXTERNAL LOOP EMULATOR PROCESSING UNIT                                                          | 1   | EA   | \$ 5,955.00    | \$ 5,955.00   | \$ 8,500.00    | \$ 8,500.00   |
| 55   | SP      | NEW ELECTRICAL SERVICE                                                                          | 1   | EA   | \$ 2,000.00    | \$ 2,000.00   | \$ 1,500.00    | \$ 1,500.00   |
| 56   | SP      | GPS UNIT                                                                                        | 1   | EA   | \$ 10,650.00   | \$ 10,650.00  | \$ 1,450.00    | \$ 1,450.00   |
| 57   | SP      | METAL POLE WITH SINGLE MAST ARM                                                                 | 4   | EA   | \$ 26,750.00   | \$ 107,000.00 | \$ 33,000.00   | \$ 132,000.00 |
| 58   | SP      | SOIL TEST                                                                                       | 4   | EA   | \$ 2,000.00    | \$ 8,000.00   | \$ 2,500.00    | \$ 10,000.00  |
| 59   | SP      | DRILLED PIER FOUNDATION                                                                         | 24  | CY   | \$ 2,000.00    | \$ 48,000.00  | \$ 1,850.00    | \$ 44,400.00  |
| 60   | SP      | MAST ARM WITH METAL POLE DESIGN                                                                 | 4   | EA   | \$ 500.00      | \$ 2,000.00   | \$ 500.00      | \$ 2,000.00   |
| 61   | SP      | GENERIC SIGNAL ITEM (EA) - CCTV CAMERA ASSEMBLY (FURNISHED BY TOWN, INSTALL BY CONTRACTOR ONLY) | 1   | EA   | \$ 1,800.00    | \$ 1,800.00   | \$ 1,500.00    | \$ 1,500.00   |

| ITEM | SECTION | DESCRIPTION                                                             | QTY | UNIT | UNIT BID PRICE | AMOUNT BID           | UNIT BID PRICE | AMOUNT BID           |
|------|---------|-------------------------------------------------------------------------|-----|------|----------------|----------------------|----------------|----------------------|
| 62   | SP      | GENERIC SIGNAL ITEM (EA) - STREET NAME SIGNS (MAST ARM MOUNTED)         | 4   | EA   | \$ 1,375.00    | \$ 5,500.00          | \$ 1,000.00    | \$ 4,000.00          |
| 63   | SP      | GENERIC SIGNAL ITEM (EA) - TEMPORARY TRAFFIC CONTROL SIGNS (STATIONARY) | 48  | SF   | \$ 25.00       | \$ 1,200.00          | \$ 50.00       | \$ 2,400.00          |
|      |         |                                                                         |     |      | <b>TOTAL</b>   | <b>\$ 502,009.05</b> | <b>TOTAL</b>   | <b>\$ 544,317.75</b> |

**Notes:**

\*As approved by the Town on 6/2/2023, Fulcher Electric of Fayetteville, Inc. total price for line item 26 was accepted. The unit price for line Item 26 was revised from \$2,500 to \$250,000. Correction did not affect the status of the apparent low bidder.

Certified By: \_\_\_\_\_

Catherine Kennedy, P.E

Date: \_\_\_\_\_





TOWN OF HOLLY SPRINGS STANDARD LETTER OF RECOMMENDATION FOR BID AWARD

June 9, 2023

Tim Athy, P.E.  
Town of Holly Springs, Utilities and Infrastructure  
128 S Main Street  
Holly Springs, NC 27540

RE: TOHS #21-027 Avent Ferry Road/Holly Meadow Drive Signal – Recommendation for Award

Dear Mr. Tim Athy:

The Avent Ferry Road/Holly Meadow Drive Signal Project TOHS #21-027 had a bid opening on May 12, 2023, but only one bid was received. As such the project was re-advertised and the Town took bids for this project on May 31, 2023. In response to the Invitation to Bid, the Town received bids from one (1) firm. The apparent low bidder, Fulcher Electric of Fayetteville, Inc., submitted a bid amount of \$502,009.05.

A combined Minority Business (MB) and Women Business (WB) Enterprise Goal for the project was 10%. Fulcher Electric of Fayetteville, Inc. submitted a MWBE participation of 8%. Due to being lower than the goal Fulcher Electric of Fayetteville, Inc. also provided Good Faith Effort documentation. The documentation Fulcher Electric of Fayetteville, Inc. submitted and signed indicates they earned at least 50 points towards making a good faith effort. Please refer to their submitted documentation.

At the time the bids were received, Catherine Kennedy checked each bid against the requirements contained in the Project Manual and coordinated with the Town on any deviations. The bid furnished by Fulcher Electric of Fayetteville, Inc. was determined to meet the issue for bid package requirements for a complete bid submittal with the exception of the following forms being missing and/or in complete:

- F-28, Equal Employment Opportunity Addendum
- F-29, Qualification of Bidders
- F-32, Affidavit A

*In coordination with the Town, the Town is working to rectify these forms with Fulcher Electric of Fayetteville, Inc. The Town will provide confirmation of the completeness of the forms and will issue the final approval of the bid submittal.*

The bid was also evaluated for unbalanced bidding. This process included looking at Fulcher Electric of Fayetteville, Inc. unit prices and comparing them to the line-item totals. In review of the bid forms, line item 26, Seeding and Mulching, which had a quantity of 0.01 acr, Fulcher Electric of Fayetteville, Inc. had a unit price of \$2,500 with a total cost of \$2,500. Based on the unit price the total for this line would be revised to \$25. In discussions with the Town, the Town is willing to honor the total cost of \$2,500 instead of the unit price. The unit price on the bid tabulation for line Item 26 was revised to \$250,000. Please refer to the attached bid tabulations.

The evaluations and checks performed by Catherine Kennedy indicate that Fulcher Electric of Fayetteville, Inc. has provided the Town with the lowest bid for its Avent Ferry Road/Holly Meadow Drive Signal Project TOHS #21-027 project. Additionally, the information we have evaluated indicates that Fulcher Electric of Fayetteville, Inc. is a responsible bidder and that it did make a good faith effort to meet the MB and WB goals established for this project. Accordingly, upon acceptance from the Town on the outstanding forms, I would recommend that the Town of Holly Springs award its Avent Ferry Road/Holly Meadow Drive Signal Project TOHS #21-027 project to Fulcher Electric of Fayetteville, Inc.

*Cathy Kennedy*

Project Consultant Engineer Sign and Seal





**Ordinance No. 23-28**

**Date Submitted:** August 15, 2023

**Date Adopted:** August 15, 2023

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

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

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

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

**SECTION III:** The following amounts are appropriated for the project funds effective August 15, 2023

| Street and Sidewalk Project Fund |                   |
|----------------------------------|-------------------|
| Expenditures:                    |                   |
| Street and Sidewalk Projects     | 74,731,375        |
| <b>Total</b>                     | <b>74,731,375</b> |

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

| Street and Sidewalk Project Fund |                   |
|----------------------------------|-------------------|
| Revenues:                        |                   |
| General Obligation Bond Proceeds | 43,210,306        |
| Intergovernmental / State Grants | 19,562,598        |
| Transfers In                     | 8,681,087         |
| Limited Obligation Bond Proceeds | 2,500,000         |
| Developer Contributions          | 777,384           |
| <b>Total</b>                     | <b>74,731,375</b> |

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

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

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

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

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

The provisions of this ordinance shall become effective August 15, 2023 in accordance with the laws of the State of North Carolina.

Adopted this, the 15th day of August 2023.

**Town of Holly Springs by**

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Sean Mayefskie, Mayor

**ATTEST:**

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Linda McKinney, Town Clerk





THIS AGREEMENT dated \_\_\_\_\_, between the Town of Holly Springs, North Carolina, for itself and its Successors & Assigns (hereinafter called the "Town") and **DRMP, Inc.** (herein after called the "Contractor")

Town hereby desires to enter into a contract for services with the Contractor and the Contractor agrees to enter into this contract and perform the Services as set forth below, in the manner and time hereinafter described, and both parties do hereby agree as follows:

#### **SERVICES OF Contractor**

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The services of the Contractor shall be performed in the manner as described in Exhibit A (the "Proposal") as attached hereto and incorporated by reference. Contractor agrees to employ such personnel as may be needed to deliver services in the manner and time prescribed herein. Such personnel shall be employees of the Contractor, said Contractor being an independent contractor of the Town.

#### **TOWN'S RESPONSIBILITIES**

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The Town shall make available the facilities to the Contractor and shall not impede the work of the Contractor except as necessary. Any additional Town responsibilities shall be listed in Exhibit A.

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#### **PAYMENT**

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The Town shall pay the Contractor the contract sum of in the following manner:

- ☒ A Lump Sum amount of **\$65,744.00** payable upon the completion of the services listed in Exhibit A.
- ☐ Payment on the basis of Time and/or Materials as described in Exhibit A, or as otherwise described as follows:

(Description of Alternative payment terms)

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## **TIME FOR RENDERING SERVICES**

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The times for rendering the services are set forth in Exhibit A or as otherwise set forth below:

**One year (12 months) from date of fully executed contract.**

## **GENERAL CONSIDERATIONS**

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### **1. Standards of Performance**

- 1.1. The standard of care for all services performed or furnished by Contractor under this Agreement will be the care and skill ordinarily used by members of Contractor's profession practicing under similar circumstances at the same time and in the same locality.
- 1.2. Contractor represents that, prior to submitting the Bid and executing this Contract, Contractor became and remains thoroughly acquainted with all matters relating to the performance of this Contract, all applicable laws and all of the terms and conditions of this Contract. All Services under this Contract shall be coordinated under, and performed to the satisfaction of the Town Contract. Town is authorized to withhold payment of any funds under this Contract until periodic performance of the Services has been inspected, accepted, and approved by the Town Contract.
- 1.3. Contractor shall be responsible for the technical accuracy of its services and documents resulting therefrom, and Town shall not be responsible for discovering deficiencies therein. Contractor shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in Town furnished information.
- 1.4. Contractor and Town shall comply with applicable Laws or Regulations and Town mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Town's responsibilities or to Contractor's scope of services, times of performance, or compensation.
- 1.5. Contractor is an independent contractor of the Town. The Town and the Contractor mutually agree to indemnify and hold harmless each party from any claims of negligence brought forth. Contractor is familiar with the property and its condition.

### **2. Term and Termination**

2.1. The term for this contract is for \_\_\_\_\_ from the date of the last signatory below.

2.2. The mutual obligations of the Parties contained in this Agreement may be terminated:

2.2.1. For cause by either party upon 30 days written notice in the event of a failure by the other party to perform in accordance with the terms hereof.

2.2.2. For failure to consistently satisfy the Standards of Performance in the opinion of the Town Contract.

2.2.3. Upon Mutual Agreement.

### **3. Controlling Law**

- 3.1. Notwithstanding any language contained in an exhibit to the contrary, this Agreement is to be governed by the law of the State in which the project is located.
- 3.2. Notwithstanding any language contained in an exhibit to the contrary, the Parties agree that Venue and jurisdiction are proper in the 10<sup>th</sup> Judicial District of North Carolina (Wake County).

### **4. Notices**

- 4.1. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address below, or given personally, or by regular, registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of the receipt.

4.1.1. For the Town:

Randy Harrington, Town Manager  
PO Box 8  
Holly Springs, NC 27540  
(919) 552-6221

For the Contractor:

DRMP, Inc.  
1342 E. Salisbury St.  
Asheboro, NC 27203  
(336) 628-5849  
Email: [MTillman@drmp.com](mailto:MTillman@drmp.com)

### **5. Severability**

- 5.1. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Town and Contractor, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### **6. Waiver**

- 6.1. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

### **7. Attorney's Fees**

- 7.1. In the event of a breach of this agreement, the substantially prevailing party shall be entitled to an award of reasonable attorney's fees and costs relating to compelling performance under this agreement.

## **8. Insurance & Indemnification Requirement**

- 8.1 Contractor shall provide general liability insurance for a minimum of \$5,000,000 per occurrence, \$5,000,000 aggregate for the complete term of the contract. Additionally, the Contractor shall supply workman's compensation insurance coverage to all employees within the statutory limits. Contractor shall supply proof of coverage to the Town within 10 days of execution of this contract and shall list "Town of Holly Springs" as additional insured to all general liability policies for the duration of the contract term. A certificate of insurance shall be attached hereto as Exhibit B.
- 8.2 The Contractor agrees to waive any and all claims against the Town from itself or its employees arising from work performed by the Contractor pursuant to this Contract and to protect, defend, indemnify and hold the Town and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind in character and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of actions of every kind and character in connection with or arising directly or indirectly out of the Contractor's performance or nonperformance relating to this Agreement and/or the performance hereof, whether such claims are based in negligence, willful or wanton conduct, or breach of contract relating to the Contractor's work in under this Agreement or any addendums or modifications thereto. For such claims, the Contractor further agrees to investigate, handle, provide defense for and respond to, any such claims at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claims are groundless, false, or fraudulent.

## **9. E-Verify.**

- 9.1 Contractor hereby agrees to comply with N.C.G.S. § 64-25, et. seq. regardless of Contractor's status as an independent contractor and not an employee with the Town. The E-Verify Affidavit shall be attached hereto as Exhibit C.

## **10. Prohibition against sex offenders**

Contractor is being granted access to the Town's park system and/or town facilities (collectively "Facility") during hours of operation. Contractor hereby agrees that it shall not employ or otherwise allow to perform any aspect of the Contract any person who is a registered sex offender for any scope of work requiring such employee or contractor of the Contractor to access any area of the Facility. Contractor shall have an affirmative duty to ensure compliance with this section by checking the state and national registry for sex offenders against any employee, agent, contractor, subcontractor, officer, director, or any person that shall in any way perform under this contract. Contractor shall check the registry initially and periodically during the term of the Contract as often as necessary to ensure compliance with this section at all times. Contractor additionally agrees to indemnify and hold the Town harmless for any act or omission that may arise out of the operation of the Contract, the ACP, or any parole agreement among the parties that arise from, directly or indirectly, the Contractor's failure to ensure compliance with this section. This indemnification includes a duty to provide a legal defense.

## **11. INDEPENDENT Contractor**

- 11.1 Contractor's status shall be that of an independent contractor and not an agent, servant, employee, or representative of Town in the performance of the Services. Contractor shall

exercise independent judgment in performing duties under this Contract and is solely responsible for setting working hours, scheduling or prioritizing the work flow and determining how the work is to be performed. No term or provision of this Contract or act of Contractor in the performance of this Contract shall be construed as making Contractor the agent, servant or employee of Town, or making Contractor or any of its employees eligible for the fringe benefits, such as retirement, insurance and worker's compensation, which Town provides its employees.

11.2 Contractor's Control Over Services Provided. Contractor shall retain the unqualified right of control over the means, manner and methods by which the Services are performed, and the right to perform such Services at the locations and times that Service Provider independently determines, as approved by the Town. Contractor shall be responsible for providing all equipment, materials and supplies that Contractor determines are needed to timely provide the Services.

11.3 Contractor shall be responsible for the technical accuracy of its services and documents resulting therefrom, and Town shall not be responsible for discovering deficiencies therein. Contractor shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in Town furnished information

## **12. NONDISCRIMINATION**

12.1 As a condition of this Contract, Contractor covenants that Contractor will take all necessary actions to insure that, in connection with any operations under this Contract, Contractor, its officers, employees and subcontractors, will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, sexual orientation, or handicap unrelated to job performance, either directly, indirectly or through contractual or other arrangements. Contractor shall also comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C.A. §§12101-12213, as amended. In this regard, Contractor shall keep, retain and safeguard all records relating to this Contract or work performed hereunder for a minimum period of three (3) years from final Contract completion, with full access allowed to authorized representatives of Town, upon request, for purposes of evaluating compliance with this and other provisions of the Contract.

## **13. Contractor's Employees**

13.1 Contractor agrees and consents that the Town is allowing access to the Contractor to both publicly used and private sensitive Town facilities. Contractor, and any employee, agent, subagent, volunteer, or any person authorized to act on behalf of the Contractor shall maintain a professional demeanor at all times during the interaction with the Town's patrons and visitors to Town facilities. Contractor shall refrain from other commercial or political activity while performing this contract on Town Facilities. Contractor shall undergo criminal background checks on all employees and subcontractors working at the direction of the Contractor in this contract, and shall exclude any employees from working in any Town facility any employees that:

- 1) had a conviction of a any felony within the past 10 years;
- 2) has a conviction in the past 10 years of any violent crime or crime involving theft or dishonesty; or
- 3) is currently a registered sex offender.

13.2 Special Sensitive Areas. Contractor understands and agrees that there are special areas of Town, particularly the Town's Police Department, which requires a heightened security protocol. As such, the Chief of Police may require finger printing of any of Contractor's employees that access this facility, and such fingerprinting costs shall be borne by Contractor. Additionally, the Town reserves the right to prohibit certain employees from access the Police Department at the discretion of the Chief of Police, which may require the Contractor to provide replacement personnel at the cost of the Contractor.

#### **14. ASSIGNMENT**

Contractor shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of the Town. As an express condition of consent to any assignment, Contractor shall remain liable for completion of the Contract work in the event of default by the successor contractor or assignee.

#### **15. RIGHT OF REVIEW AND AUDIT**

Town may review any and all of the services performed by Contractor under this Contract. Town is granted the right to audit, at Town's election, all of Contractor's records and billings relating to the performance of this Contract. Contractor agrees to retain such records for a minimum of three (3) years following completion of this Contract. Any payment, settlement, satisfaction, or release made or provided during the course of performance of this Contract shall be subject to Town's rights as may be disclosed by an audit under this section.

**12. Exhibit List.** The following documents shall be attached hereto and incorporated by reference.

Exhibit A – Proposal and Scope of Work

Exhibit B – Contractor's Certification of Insurance listing Town as additional insured

Exhibit C – E-Verify Affidavit

[Signature Page Follows]



Town OF HOLLY SPRINGS

Contractor:

BY: \_\_\_\_\_  
Randy J. Harrington, Town Manager

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WITNESS:  
\_\_\_\_\_  
Town Clerk

WITNESS:  
\_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Town Attorney

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

\_\_\_\_\_  
Director of Finance

**EXHIBIT "A"**  
**Proposal and Scope of Work**

**DRMP, INC.**



1342 E. Salisbury Street, Asheboro, North Carolina 27203  
Phone: 336.628.5849

**PRINCIPALS**  
Lawrence L. Smith, Jr.  
Wayne D. Chalifoux  
Donaldson K. Barton, Jr.  
Glenn J. Lusink  
Jon S. Meadows  
Mark D. Prochak  
Mark E. Puckett

June 19, 2023

Attn: Tim Athy, P.E.  
Town of Holly Springs  
Transportation Engineer  
128 South Main St.  
P.O. Box 8  
Holly Springs, N.C.

**Subject: Construction Administration (CA) and Construction Engineering and Inspection (CEI) Services for Avent Ferry – Holly Meadows Drive Signal**

Dear Mr. Athy:

DRMP, Inc. (DRMP) is pleased to provide this Scope of Services as requested for completion of CA/CEI Services on the above referenced project. CA/CEI Services are to be provided to determine the construction of the planned improvements are completed in reasonable conformance with the contract plans and specifications. Our fee proposal to provide CA/CEI services is **\$65,744.00** as detailed in the attached Fee Proposal.

DRMP's CEI Staff will serve as an extension of the Town of Holly Spring's staff. The Senior Inspector will make and record any measurements necessary to verify the pay quantities and record these in a pay record book. He will maintain a daily project diary that will include but not be limited to daily weather, equipment, manpower, project visitors, daily construction activities, daily directives and conversations, submittals and materials received. The Senior Inspector will review the Contractor's materials, project layout, field submittals, concrete sampling and pay records, traffic and erosion control to ensure compliance with the contract, plans and specifications. He will notify the Contractor of any corrective action required and/or missing documentation. Concrete testing will be provided by our subcontractor, Terracon, test results will be collected and reported to the Town of Holly Springs and the Contractor.

The Project Administrator and Project Manager will review the Senior Inspector's daily reports, review subcontract agreements, assist with reviewing Contractor's submittals. Prepare and submit submittals for NCDOT review and approval. Our staff will review, negotiate, prepare and provide recommendation to the Town regarding change orders and directives. We will manage the onsite inspection efforts, review the Contractor's application for pay, review DBE payments, conduct final inspection, provide recommendation to the Town regarding payment and prepare final estimate package. Our staff will also meet with stakeholders such as NCDOT, Town of Holly Springs, and concerned citizen to answer questions and provide up to date information regarding the project status.

With the significant and positive support of DRMP's Principals, we have the commitment to provide quality CA/CEI Services in a cost-effective manner to our clients. DRMP is excited about this opportunity to provide CA/CEI Services for the Town of Holly Springs on this signal project. If you have any further questions or need any clarification of the enclosed information, please contact me on my cell at (919) 704-6514.

Sincerely,  
**DRMP, Inc.**

Marty C. Tillman  
CEI Area Leader

**OFFICES**  
Asheboro, North Carolina  
Boca Raton, Florida  
Cary, North Carolina  
Charlotte, North Carolina  
Chipley, Florida  
DeLand, Florida  
Fort Myers, Florida  
Gainesville, Florida  
Jacksonville, Florida  
Lakeland, Florida  
Melbourne, Florida  
Orlando, Florida  
Panama City Beach, Florida  
Pensacola, Florida  
Stockbridge, Georgia  
Tallahassee, Florida  
Tampa, Florida  
Troutman, North Carolina

1.833.811.3767  
www.DRMP.com

**I. GENERAL CONDITIONS**

- A. The proposal set forth in the attached letter agreement between DRMP NC, Inc. (the "CONSULTANT") and the client listed on page 1 thereto (the "CLIENT") shall be valid for the CLIENT'S acceptance for a period of forty-five (45) calendar days from the date the Consultant executes such letter agreement (the letter agreement, Exhibit "A" and this Exhibit "B" are collectively referred to as the "AGREEMENT" and the letter agreement is sometimes referred to herein as the "Scope of Services").
- B. The AGREEMENT may be terminated at any time, without cause, by the CLIENT or the CONSULTANT upon seven (7) days prior written notice. In the event this AGREEMENT is terminated by either party or the services to be provided under the AGREEMENT by the CONSULTANT are suspended, canceled, terminated or abandoned by the CLIENT, the CONSULTANT shall be compensated by the CLIENT for all professional services provided up to the effective date of suspension, termination, cancellation or abandonment, plus all reimbursable expenses incurred by the CONSULTANT.
- C. It is understood and agreed that the CONSULTANT'S services under this AGREEMENT are limited to providing consulting services to the CLIENT and do not include participation in, supervision of, or control over the operation of any aspect of the CLIENT'S project (the "PROJECT"). Compensation payable to the CONSULTANT hereunder does not include any amount for participating in, supervising of or controlling the PROJECT.
- D. All original work product, including original documents, electronic files, tracings, field notes, calculations, etc., prepared by the CONSULTANT in connection with this AGREEMENT in whatever form, including written documents, electronic files, etc., shall be and remain the exclusive property of the CONSULTANT. The CONSULTANT assumes no responsibility or liability for any third party use of or reliance on the CONSULTANT'S findings, opinions, conclusions, recommendations, designs or other work product.
- E. In accepting and utilizing any drawings, data or other work product prepared in connection with the AGREEMENT (for purposes of this paragraph, the

"Work Product") on any form of electronic media generated and provided by the CONSULTANT, the CLIENT covenants and agrees that all such Work Product shall be and remain the exclusive property of the CONSULTANT, who shall retain all common law, statutory law and other rights, including copyrights, therein.

The CLIENT and the CONSULTANT agree that any CADD files prepared by either party shall conform to the specifications listed in the Scope of Services. Any electronic files submitted by the CONSULTANT to the CLIENT shall be reviewed promptly by the CLIENT and the CLIENT shall notify the CONSULTANT of any defects found in such electronic files within twenty-one (21) days after delivery thereof to the CLIENT. Any defects the CLIENT discovers during this period will be reported to the CONSULTANT and will be corrected as part of the Scope of Services to be performed by the CONSULTANT. However, the correction of any defects detected and reported to the CONSULTANT by the CLIENT after the above twenty-one (21) day period will be considered "Additional Services" pursuant to the letter agreement, for which a separate fee will be negotiated (as set forth in the letter agreement).

The CLIENT agrees not to use any Work Product, in whole or in part, for any purpose or project other than in connection with the PROJECT. In addition, the CLIENT agrees to waive all claims against the CONSULTANT resulting in any way from any unauthorized changes or reuse of the Work Product (i) in connection with any project other than the PROJECT, or (ii) by any party other than the CONSULTANT.

~~In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify, defend, and hold the CONSULTANT harmless from any damage, expense, liability or cost, including reasonable attorneys' fees and costs of defense, arising from any changes made to the Work Product by anyone other than the CONSULTANT or from any reuse of, or unauthorized use of, such Work Product.~~

Under no circumstances shall transfer of the CONSULTANT'S Work Product, drawings and data on electronic media for use by the CLIENT be deemed a sale of such materials by the CONSULTANT, and the CONSULTANT makes no warranties, either express

or implied, of merchantability and fitness for any particular purpose in connection with such materials.

- F. If, under this AGREEMENT, professional services are provided by the CONSULTANT during the construction phase of the PROJECT, the CLIENT acknowledges that the CONSULTANT shall not be responsible for or have control over the means, methods, techniques, sequences, or procedures, or safety precautions and programs, with regard to the work performed on the PROJECT; nor shall the CONSULTANT be responsible for any failure: (i) of any party to carry out any work on the PROJECT in accordance with the PROJECT's contract documents or to obtain construction permits, or (ii) of the CLIENT'S Contractor (the "CONTRACTOR") to comply with applicable laws, ordinances, rules or regulations.
- G. The CONSULTANT shall be entitled to rely upon any information provided by the CLIENT or authorized representatives of the CLIENT without having to verify the accuracy of such information.
- H. To the extent set forth in the Scope of Services, the CONSULTANT shall submit all plans, permits, etc., to regulatory agencies, and shall respond to reasonable requests for additional information from such agencies. However, the CONSULTANT cannot guarantee the actions of any entity or the outcome of any process or proceeding. The CLIENT acknowledges and agrees that its obligation to pay all amounts owed pursuant to the Agreement is absolute and shall not be dependent upon matters which are not in the CONSULTANT'S control, including but not limited to financing, approvals, PROJECT success, or third-party actions.
- I. Neither the CLIENT nor the CONSULTANT shall have any right to assign this AGREEMENT to any other person or entity, absent the prior written consent from the other party.
- J. In an effort to resolve any disputes, differences, claims or counterclaims that arise with respect to this AGREEMENT, the CLIENT and the CONSULTANT agree that all disputes between them arising out of or relating to the AGREEMENT shall first be submitted to non-binding mediation, unless the parties mutually agree otherwise, and shall

constitute an express condition precedent in litigation. Mediation shall be conducted within sixty (60) days of the dispute first arising.

The CLIENT and the CONSULTANT further agree to use good-faith best efforts to include a mediation provision similar to the above provision in all of their agreements with independent contractors and consultants retained for the PROJECT and also to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

In the event of any dispute, difference, claim or counterclaim between the CONSULTANT and the CLIENT arising out of or in connection with this AGREEMENT, which is not resolved by the parties through mediation, any such matter shall be submitted to the Circuit court in and for Orange County, Florida, for trial and determination by the court sitting without jury. ~~The parties hereby consent to the jurisdiction of such court, to exclusive venue in Orange County, Florida, and to the service of process outside the State of Florida (if applicable) pursuant to the requirements of such court in any matter so to be submitted to it, and they expressly waive the right to a jury trial.~~ The prevailing party in any such litigation shall be entitled to the reimbursement of reasonable attorneys' fees and taxable costs, including expert witness fees and costs. Notwithstanding anything herein to the contrary, CLIENT agrees to be joined in any proceeding (litigation, arbitration, or otherwise) in which CONSULTANT is a party if CLIENT's acts, omissions, or negligence is an issue.

- K. In the event that the CLIENT is not the record owner of the property covered by this AGREEMENT, the CONSULTANT may consider the CLIENT'S signature on the Agreement as evidence that the CLIENT has the property owner's permission and consent to enter into this AGREEMENT, and to be a party hereto. It shall be the CLIENT'S responsibility to inform the CONSULTANT of any change in ownership or change in any other circumstances

that may affect the CONSULTANT'S ability to place a construction lien on such property if payment is not

received by the CONSULTANT according to the terms of this AGREEMENT. The CLIENT hereby acknowledges and agrees that the CONSULTANT'S services are professional services that shall be performed in the practice of CONSULTANT'S profession in connection with the specific parcel or parcels of real property referred to in this AGREEMENT and that CONSULTANT shall be entitled to a lien upon such real property for the money owing to CONSULTANT for such services pursuant to Section 713.03, Florida Statutes, or otherwise pursuant to law or equity.

~~L. This AGREEMENT shall be governed by the laws of the State of Florida.~~

M. Regarding the subject matter hereof, this AGREEMENT contains the entire agreement of the parties and their representatives and agents, and supersedes all prior understandings, whether oral or written. The CLIENT agrees that this Agreement shall govern and supersede any form agreements delivered by the CONSULTANT and/or the CLIENT, such as client purchase orders or work orders, and that such forms may be issued by the CLIENT as a matter of convenience without altering any of the terms or conditions of this Agreement, unless such form has been signed on behalf of both the CLIENT and the CONSULTANT by an authorized representative.

~~N. In recognition of the relative risks and benefits of this Agreement to both the CLIENT and the CONSULTANT, the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the CONSULTANT and its subconsultants to the CLIENT and to all construction contractors and subcontractors on the PROJECT for any and all claims, losses, costs, and damages of any nature whatsoever or claimed expenses from any cause or causes (collectively "CLAIMS"), so that the total aggregate liability of the CONSULTANT and its subconsultants to all those named above shall not exceed the total fee received by CONSULTANT hereunder for services rendered pursuant to this Agreement. This paragraph shall apply to CLAIMS including, but not limited to claims based on negligence, professional errors or omissions, strict~~

~~liability, or other tort claims, and breach of contractor warranty.~~

~~In the event the CLIENT does not wish to limit the CONSULTANT'S professional liability as set forth in the paragraph above, the CONSULTANT agrees to increase the limitation on CONSULTANT'S aggregate liability for all claims to a maximum of \$1 million, but only upon receiving the CLIENT'S written request within ten (10) days after the date hereof and the payment by CLIENT of additional consideration of five percent (5%) of the CONSULTANT'S total fee pursuant to this Agreement or \$300.00, whichever is greater.~~

~~Notwithstanding anything to the contrary herein, in no event shall the CONSULTANT be liable to the CLIENT under this AGREEMENT or for services provided hereunder, under any claim or theory (including breach of contract or tort), for consequential, incidental, or punitive damages, including lost profits or loss of business, even if such damages were reasonably foreseeable.~~

~~O. PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, CONSULTANT IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS AGREEMENT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER OR PRINCIPAL MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS CONTRACT.~~

~~P. The CLIENT acknowledges that the CONSULTANT cannot control the cost of construction labor and materials or competitive bidding, and that market conditions fluctuate, and therefore the estimates of construction costs provided by the CONSULTANT will be made on the basis of the CONSULTANT'S experience and qualifications. As a result, the CONSULTANT does not guarantee the accuracy of any such estimates.~~

~~Q. All provisions of this AGREEMENT relating to indemnity or allocation of responsibility or liability between the CLIENT and the CONSULTANT shall survive the completion of the services to be performed hereunder and the termination of this AGREEMENT.~~

- R. In the event that any provision of this AGREEMENT is found to be unenforceable under applicable law, the remaining provision(s) shall continue in full force and effect.
- S. In providing services under this AGREEMENT, the CONSULTANT is acting as an independent contractor and not as an agent or employee of the CLIENT.
- T. In the event that the CONSULTANT is obstructed or delayed in the prosecution or completion of its services under this AGREEMENT as a result of causes beyond the control of the CONSULTANT, including, but not restricted to, acts of God or of public enemy, acts of terrorism, acts of government or of the CLIENT, the property owner or any other person or entity, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then any milestones contained on any PROJECT schedule shall be extended by the length of such delay, plus any additional time required by the scheduling demands of any third party whose performance was rescheduled as a result of such delay.
- U. The CLIENT acknowledges that PROJECT schedules, if any, are provided by the CONSULTANT for informational and planning purposes only and are subject to change as the PROJECT progresses. The CONSULTANT does not guarantee any time frames.
- V. The CLIENT acknowledges that the CONSULTANT does not guarantee the success, as measured by the CLIENT, of the services of the CONSULTANT described herein. The CONSULTANT'S obligation hereunder is limited to using commercially reasonable efforts to perform the stated services. The CONSULTANT shall have no responsibility for outcomes or results dependent in whole or in part on decisions or actions of the CLIENT or third parties.

## **II. COMPENSATION TERMS**

- A. Amounts due to the CONSULTANT under this Agreement shall be payable within thirty (30) days of CLIENT'S receipt of an invoice therefore. If full payment of an invoice is not received within sixty (60) days commencing on the date of the invoice, then CONSULTANT may, at its exclusive option, (i) charge CLIENT and, in such case, CLIENT shall pay, a service charge equal to one and one-half percent (1.5%) per month of the unpaid balance, which charge shall accrue from the date of the invoice until such balance is paid in full; (ii) the CONSULTANT may, without waiving any other claim or right against the CLIENT, suspend services under this AGREEMENT until the CONSULTANT has been paid in full all amounts due CONSULTANT and/or any of its subconsultants and subcontractors; or (iii) the CONSULTANT may, without waiver of any other claim or right against the CLIENT, upon seven (7) days written notice, terminate this Agreement. Furthermore, the CLIENT agrees that the CONSULTANT shall not be held liable for any damages sustained by the CLIENT or others due to such suspension of services or termination of this Agreement. Suspension of services or termination of this Agreement shall not excuse CLIENT from its obligation to pay CONSULTANT all fees and expenses earned or incurred as of the date of suspension or termination, including interest charges at 1.5% per month.
- B. ~~Fees set forth in this Agreement are for professional services only. Out-of-pocket expenses (such as reproduction, overnight mail, travel, meals, etc.) will be considered a direct reimbursable expense, and invoiced in addition to the fees indicated herein. These expenses will be invoiced as incurred, and may include, at CONSULTANT'S exclusive discretion, a handling charge markup of not to exceed ten percent (10%).~~
- C. Services to be billed hourly that are subject to a cap (as specifically identified in the Scope of Services) and time and materials tasks will be billed on an hourly basis as incurred monthly. Hourly rates utilized in the billing (for hourly and additional services) are set forth in Exhibit "A" (if applicable).
- D. Invoices shall be prepared monthly for Lump Sum Fee items (as set forth in the Scope of Services) based on the percent of work complete and costs incurred by the CONSULTANT.
- E. The CLIENT acknowledges that the proposal set forth in the letter agreement specifies a number of meetings or a specific meeting budget. All additional meetings, as requested by the CLIENT, will be invoiced pursuant to the CONSULTANT'S applicable hourly rates.



- F. All hourly rates and fees quoted in this AGREEMENT shall be effective for a period of twelve (12) months after the CLIENT'S execution of this AGREEMENT,
- G. This AGREEMENT shall become effective upon the CONSULTANT'S receipt from the CLIENT of a signed AGREEMENT and, if requested, a retainer. All retainer amounts will be applied to the CLIENT'S last invoice. ~~A RETAINER OF \$\_\_\_\_.00 IS REQUIRED BEFORE THE CONSULTANT WILL COMMENCE ANY SERVICES UNDER THE AGREEMENT.~~

~~H. Subconsultant or subcontractor fees/expenses invoiced through the CONSULTANT may, at CONSULTANT's exclusive discretion, include a handling and coordination markup. This markup will be no more than five percent (5%) for amounts greater than \$50,000.00; ten percent (10%) for amounts between \$20,000.00 and \$50,000.00; and fifteen percent (15%) for amounts less than \$20,000.00.~~

- I. It is understood that the CONSULTANT'S services to be provided under this AGREEMENT do not include any participation whatsoever in any litigation or negotiations. If at any time the CONSULTANT is requested to participate in litigation or negotiations, or to act as an expert witness, whether by the CLIENT or on its behalf, and the CONSULTANT agrees to do so, the CONSULTANT shall be paid by the CLIENT in advance if requested by CONSULTANT at the applicable hourly rate for the CONSULTANT'S time in preparation of and/or during testimony at a hearing, arbitration, or other official proceeding. In addition, the CLIENT shall pay all reasonable expenses of the CONSULTANT incurred in connection therewith. The amount due and payable to the CONSULTANT under this paragraph shall not be reduced for any reason including, but not limited to, settlement of the matter based on a pro-rata share of the monies in questions.

### **III. CLIENT RESPONSIBILITIES**

- A. The CLIENT shall provide to the CONSULTANT all available and applicable information that is related

after which time they may be revised by the CONSULTANT upon written notice to the CLIENT.

to the site and to the PROJECT that is in the CLIENT'S possession, or that may come into the CLIENT'S possession or knowledge including, but not limited to:

- Survey(s) (Boundary, Topo, etc.)
- Legal Description & Title Information
- Utilities Data/Plans
- Environmental Studies/Data
- Geotechnical Studies/Data
- Previous Site consulting Plans/Studies
- Previous Site Planning Sketches or Studies
- Other Applicable Data/Information
- Previously Prepared, Submitted or Approved Permits
- Previously Prepared Development-Const. Cost Est.
- Aerial Photography, if available
- Reasonably suspected information or leads

- B. The CLIENT shall be responsible for the payment of all fees to government and review agencies.

- C. The CLIENT shall indemnify and hold the CONSULTANT harmless for any losses or damages caused by the negligent acts of the CLIENT, its employees or agents, but nothing herein shall obligate CLIENT to indemnify CONSULTANT for CONSULTANT's own negligence.

- D. The CLIENT grants to the CONSULTANT right of entry to the PROJECT site by the CONSULTANT, its employees, agents, and subcontractors in order to perform the CONSULTANT'S services under this AGREEMENT. If the CLIENT does not own the PROJECT site, the CLIENT warrants and represents to the CONSULTANT that the CLIENT has the authority and permission of the owner of the PROJECT site and occupant of the PROJECT site (if applicable) to grant this right of entry to the CONSULTANT.



**EXHIBIT "A"**  
**Proposal and Scope of Work**

V. The following information is necessary for the CONSULTANT to set its files up correctly. Please fill out and return at your earliest convenience.

1. Project Name for Invoicing:

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2. Mailing Address:

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Phone No.: \_\_\_\_\_  
No.: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

3. Invoices should be sent to the attention of: \_\_\_\_\_

4. Date invoices must be received by CLIENT: \_\_\_\_\_

5. Special invoice format required: \_\_\_\_\_ Yes \_\_\_\_\_ No (If yes, please forward to CONSULTANT)

6. Person(s) authorized to bind CLIENT contractually:

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7. Are purchase orders required: \_\_\_\_\_ Yes \_\_\_\_\_ No

8. Name and contact address/phone number under which title of property is held:

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9. Name/Entity of applicant for PROJECT permit applications (title, address, phone number):

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10. Person to sign permit applications (title, address, phone number):

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**EXHIBIT "B"**  
**Contractor's Certification of Insurance**

**EXHIBIT "C"**  
**E-Verify Affidavit**

|                         |   |                           |
|-------------------------|---|---------------------------|
| STATE OF NORTH CAROLINA | ) |                           |
|                         | ) | AFFIDAVIT OF CONTRACTOR'S |
| COUNTY OF WAKE          | ) | COMPLIANCE WITH E-VERIFY  |

I, \_\_\_\_\_ (the individual attesting below), being duly authorized by and on behalf of \_\_\_\_\_ (the "Contractor") after first being duly sworn hereby swears or affirms as follows:

1. Contractor understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Contractor understands that Contractors Must Use E-Verify. Each Contractor, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a).
3. Contractor is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
  - a. YES \_\_\_\_\_, or
  - b. NO \_\_\_\_\_
4. Contractor's subcontractors comply with E-Verify, and if Contractor is the winning bidder on this project Contractor will ensure compliance with E-Verify by any subcontractors subsequently hired by Contractor.

This \_\_\_\_ day of \_\_\_\_\_, 2013.

Signature of Affiant

Print or Type Name: \_\_\_\_\_

State of North Carolina

County of \_\_\_\_\_

Signed and sworn to (or affirmed) before me, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires:

\_\_\_\_\_  
Notary Public

(Affix Official/Notarial Seal)



# Holly Springs Town Council

## *Town Council Meeting Agenda Cover Sheet*

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### Agenda Item#: 11.

#### **Consent Agenda**

**Title:** Modification of Development Agreement between the Town of Holly Springs and Duke Energy

**Strategic Priority Area:** Responsible & Balanced Growth

**Staff Resource:** Jay Osborne, Asst. Town Attorney

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#### **Action(s):**

Approve modification of the Development Agreement between the Town of Holly Springs and Duke Energy

#### **Explanation:**

- At the March 21, 2023 Town Council meeting, Council approved a development agreement between the Town of Holly Springs (Town) and developer (Duke). The development agreement assists the Town in constructing Fire Station #3 and assists Duke in the construction of its operations and training center. The agreement specifically addresses the construction of Cinder Station Road and the provision of accompanying water and sewer. The agreement memorialized:
  - A cost share of infrastructure related to development of Fire Station #3 (FS3) and Duke Energy Operations & Training Center.
  - The reduction of the limits of the Comprehensive Transportation Plan road extension.
- Since approval of the development agreement at the March 21 meeting, Duke has relayed issues regarding the construction of gravity-fed sewer to FS3, citing cost prohibitive removal of rock and the resulting depth of the line making future maintenance difficult for town operations for the portion of the sewer line serving FS3. A solution that has been proposed by Duke includes the use of and full consideration of cost (to include actual construction costs), to ultimately be borne by Duke, for a grinder pump to provide sewer service to FS3 in lieu of gravity-fed sewer. The proposed modifications and key terms to the development agreement includes:
  - The Town will construct the grinder pump (akin to a mini on-site pump station). Costs that the Town incurs for the grinder pump (including design and construction) shall reduce the Town's overall reimbursable public improvement cost amount owed to Duke, per the agreement, up to \$150,000. The grinder pump design and construction is estimated to cost less than \$150,000.
  - The Town shall not be required to make net reimbursement payments for the total project in excess of \$555,000 (previous amount was \$585,000). This ceiling amount of \$555,000 will be reduced dollar-for-dollar by the Town's costs to design and construct the grinder pump up to \$150,000; By way of example, if the Town's reimbursable public improvement costs to Duke total the maximum of \$555,000 and the Town expends \$150,000 in actual grinder pump costs, the maximum net reimbursement from the Town to Duke shall be \$405,000.

Town Council Business Meeting  
August 15, 2023

- Excess cut material: Duke agrees to accept excess cut material that meets requirements set forth in the agreement at no cost to the Town. The Town will deliver the excess cut material to a location determined by Duke within a one mile radius from the FS3 site.
- 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 (part of original approved agreement).
- Contingent upon receiving the necessary permits to construct the sanitary sewer by October 1, 2023, Duke agrees to provide sanitary sewer to FS3 no later than June 30, 2024. Duke further agrees to make best efforts to complete all other Duke duties under the Agreement (road construction and reclaimed water) by June 30, 2024 also.
- Both parties have been working in good faith to finalize the agreement in order to not interrupt site development progress for both parties and are receiving assurances about cooperation in the future for the extension of Cinder Station Road and utilities necessary in serving the developments.

### **Background:**

- The project site was annexed to the town limits and assigned to the RR Rural Residential Zoning District on January 17, 2023.
- The Town Council granted a Conditional Zoning District (CD) Rezoning for Duke Energy Operations and Training Center, an assemblage of three parcels located along Cinder Station Road and Woods Creek Road at the March 21, 2023 regular business meeting. The request approved a zone map amendment from RR Rural Residential district to HI-CD Heavy Industrial Conditional District.
- The project area includes 95.59 acres with a master plan for three parcels:
  - The first parcel's primary uses are limited to Office and Infrastructure/ Utilities (Major) Uses to be developed by Duke Energy as an Operations and Training Center.
  - The second parcel's primary use is limited to Civic Use to be developed by the Town of Holly Springs as Fire Station #3.
  - The third parcel is not planned for development at this time, but will be limited to the uses allowed by this Conditional Zoning District.
- A Quasi-Judicial Hearing was held at the July 18 Town Council meeting for The Duke Operations & Training Center Development Plan (22-DP-09) and unanimously approved.

### **Funding Source(s):**

### **Attachment(s):**

1. Modified Duke Development Agreement

**STATE OF NORTH CAROLINA  
COUNTY OF WAKE**

**DEVELOPMENT AGREEMENT REGARDING INFRASTRUCTURE  
CONSTRUCTION AND FEE REIMBURSEMENT**

**BY AND BETWEEN  
DUKE ENERGY PROGRESS, LLC  
&  
THE TOWN OF HOLLY SPRINGS**

**THIS AGREEMENT** (“Agreement”), made and entered on \_\_\_\_\_ (the “Effective Date”), by and between the **TOWN OF HOLLY SPRINGS**, a North Carolina Municipal corporation, hereafter referred to as the “Town” and **DUKE ENERGY PROGRESS, LLC** a North Carolina limited liability company, its successors and/or assigns, hereafter referred to as the “Developer.”

**WITNESSETH:**

**WHEREAS**, the Developer is the fee simple owner of a tract with the following PIN: 0730511581. The total acreage of the tract is approximately 87.07 acres in size and is shown in **Exhibit A**, attached hereto and incorporated herein by reference (the “Property”); and,

**WHEREAS**, the Town is the fee simple owner of a tract with the following PIN: 0730427308 (the “Town Tract”) that is adjacent to the Property. The total acreage of the Town Tract is 4.11, more or less acres in size; and,

**WHEREAS**, the Developer seeks to construct Cinder Station Road beginning at the intersection of Woodfield Dead End Road and Woods Creek Road, as shown on Exhibit A; and,

**WHEREAS**, the portion of Cinder Station Road that the Developer seeks to construct would serve the Town Tract and is necessary for the development of a Fire Station #3 on the Town Tract. The development of a Fire Station #3 is important to the public safety of the Town’s growing population; and,

**WHEREAS**, the sanity sewer line that Developer seeks to construct on its Property will serve the Town Tract and is necessary for the development of a Fire Station #3 on the Town Tract;

**WHEREAS**, the Developer desires careful integrations between public and private capital facilities planning, financing, and construction, and further desires sufficient assurances that development standards, ordinances, policies and procedures remains stable throughout the extended period of development; and,

**WHEREAS**, it is beneficial to the Town and Developer to construct and coordinate certain road improvements to serve this proposed development, the development of Fire Station #3 on the Town Tract, and future development in the Town; and

**WHEREAS**, the Town is authorized to enter into this contract pursuant to N.C.G.S. § 160D-1001(b) and 160D-1003, and may contract with the Developer to carry out the public purposes set forth herein pursuant to N.C.G.S. §160D-1001(a) and the Town Council of Holly Springs has determined that it is in the best interests of its citizens to do so;

**WHEREAS**, pursuant to N.C.G.S. § 160D-1005, on **August \_\_, 2023**, the Town Council conducted a public hearing on this Agreement, closed the public hearing, approved this Agreement and authorized the Town's execution of the same.

**WHEREAS**, the Town requires certain fees to be paid upon development of land and for the granting of a building permit, said fees being listed in the Town's annual budget and the Developer, in consideration of the foregoing benefits enjoyed by this Agreement hereby agrees that it (i) is familiar with these fees as currently listed on the Town's website pursuant to its annual adopted budget ordinance, (ii) does not dispute the reasonableness of these fees as currently listed; and (iii) notwithstanding any reimbursements discussed below or any fees reduced or waived via an economic development agreement between the Town and the Developer, hereby agrees to timely pay all normal and customary fees to the extent applicable to the Developer in connection with its development of the Site at such time as the applicable fee becomes due to the Town in the ordinary course of development unless otherwise provided for herein; and,

**WHEREAS**, the Town considers the Project favorable to the Town because of the retention of and expansion of local employment in the Town and the significant amount of non-residential uses the project will offer. Further, the Developer has agreed to incorporate several needed public infrastructure improvements ("Public Improvements," as described below) in the vicinity of the Site which will serve the Site, the Developer's customers, the Town's planned Fire Station #3, and other adjoining properties, and generally benefit the Town as a whole; and,

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, which are incorporated by reference as if set forth below, the Town and the Developer agree as follows:

## **ARTICLE I**

**1. General:** All terms of this Agreement shall become enforceable upon the later of: (i) the signing of this Agreement by the Developer and ratification of this Agreement by the Town Council; (ii) the annexation of the Property into the Town, if not already annexed; and (iii) the approval of the Development Plan or Master Plan by the Town Council, if not yet approved. For the portions of the Property not currently within the corporate limits of the Town (if applicable), Town Council shall in its sole legislative discretion make the determination after holding a public hearing on the matter as to whether the ETJ Property shall be annexed into the corporate limits of the Town.

**2. Definitions:**

- a. **Actual Construction Costs:** The amount of true costs, exclusive of Actual Grinder Pump Costs, actually incurred for construction of a certain project described herein upon final completion and approved by the Town, inclusive of the cost of acquiring easements or rights of way from those not party to this agreement, but exclusive of any administrative costs (i.e., profit and overhead) of the Developer, or any project construction contingency. Actual Grinder Pump Costs as defined by this Agreement are a separate category of costs and are excluded from this Agreement's definition of Actual Construction Costs. Actual Grinder Pump Costs are not costs included in the calculation of sanitary sewer costs addressed in Article II, paragraph 3(c) of this Agreement. Any such Actual Construction costs which herein after are agreed to be reimbursed or otherwise paid by the Town shall be audited by the Town under generally accepted accounting principles for governments for a period of three (3) years after the last act under this Agreement. Developer's right of reimbursement for Actual Construction Costs pursuant to the terms of this Agreement is contingent upon Developer first receiving from the Town advance written consent to the expected cost of an applicable transaction before the cost is incurred, provided, that such consent shall not be unreasonably withheld or delayed by the Town.
- b. **Actual Grinder Pump Costs:** The amount of true costs actually incurred for the design and construction of a dual pump, commercial-grade sanitary sewer pump and force main on the Town Tract (the "Grinder Pump System") upon final completion and approved by the Town, exclusive of any administrative costs (i.e. profit and overhead) of the Town, or any project construction contingency. The Actual Grinder Pump Costs shall include reasonable and necessary design costs of the Grinder Pump, installation of the grinder pump station and a 2" force main extending from the grinder pump station to the right-of-way on the Town's property, grading directly associated with the installation of the Grinder Pump System. To the extent that the Grinder Pump System includes above-ground components that are required to be screened from the public right-of-way by applicable Town ordinances, the Actual Grinder Pump Costs also shall include the actual costs to purchase and install the required screening materials. Any such costs which herein after are agreed to be reimbursed, credited, or otherwise paid by the Developer shall be audited by the Developer under generally accepted accounting principles for governments for a period of three (3) years after the last act under this Agreement. The Town's right to offset Actual Grinder Costs against reimbursement or payment owed to the Developer is contingent upon the Town first receiving from the Developer advance written consent to the expected cost of an applicable transaction before the cost is incurred, provided, that such consent shall not be unreasonably withheld or delayed by the Developer.

- c. **Construction Drawings:** The civil engineering drawings for the Project as submitted to and approved by the Town and other applicable authorities as required for the issuance of construction permits for the Project.
- d. **Excusable Delay:** means any delay in completing the Public Improvements due to (i) Force Majeure Events and (ii) Unknown Conditions.
- e. **Force Majeure Events:** Strikes; labor disputes; acts of God; floods; fires; governmental restrictions not in existence as of the Effective Date; war; enemy action; moratoria; epidemic; civil commotion; unavoidable casualty; unusually severe or extreme weather; unusual delay in deliveries; sabotage; restraint by court or public authority; town, county, or state delays in issuing appropriate permits, conducting inspections or reviewing or providing approvals which delays are beyond those typically experienced in the permitting, inspections, and approval process for the construction of a substantially similar project in the Raleigh, North Carolina metropolitan area; or other causes beyond the reasonable control of Developer; in each case (i) not resulting from the breach of this Agreement by Developer or the negligent acts or omissions of Developer or its affiliates, and (ii) that cannot, through the exercise of reasonable diligence, be prevented, avoided or removed by Developer or its affiliates.
- f. **Infrastructure Project(s):** Any project or Public Improvement, described herein that will become an asset of the Town or NCDOT, regardless of who constructs it.
- g. **Net Reimbursement:** The amount to be paid by the Town to the Developer under this Agreement. The Net Reimbursement is (1) Reimbursable Public Improvement Costs minus (2) the Actual Grinder Pump Costs. If the Actual Grinder Pump Costs exceed one hundred fifty thousand dollars (\$150,000), then the Net Reimbursement shall be the Reimbursable Public Improvement Costs minus \$150,000. In no event shall the Developer be required to pay the Town if the Net Reimbursement is less than \$0. The Town shall not be required to make Net Reimbursement payments in excess of \$555,000.
- h. **Project:** The Town's and Developer's plan to develop the Property in the manner described in Development Plan No 22-DP-09, and as approved by the Town Council through its normal development process.
- i. **Public Improvements:** The construction, according to the specifications and conditions of the Town, of a new road called Cinder Station Road, new water, sanitary sewer, re-use lines, and stormwater systems, as described in the Development Plan or other construction documents approved by the Town.



- j. **Project Permits:** The building permits for the construction of the Project pursuant to the approved Construction Drawings.
- k. **Reimbursable Public Improvement Costs:** The portion of Actual Construction Costs that the Town is required to reimburse to Developer under this Agreement.
- l. **Sanitary Sewer In-Service Date:** The date on which the Developer has sufficiently completed the sanitary sewer it is required to construct pursuant to this Agreement such that the Town can connect the Grinder Pump System to the sanitary sewer constructed by Developer.
- m. **Unknown Conditions:** Any concealed geotechnical or environmental condition (including the presence of any hazardous materials) or other site conditions on or about the Property or the Town Tract (including the areas being dedicated for Cinder Station Road) which was not known by Developer prior to the Effective Date.

## ARTICLE II DESCRIPTION OF AGREEMENT

1. TERM: The duration of this Agreement is for five (5) years from execution of this Agreement. The parties are not precluded from entering into subsequent agreements that may extend the original term. Any obligations of the Town to reimburse the Developer extending beyond expiration of the Term shall be in full force and effect. Failure of the Developer to commence the Project within the Term shall terminate all obligations herein, however failure to complete the Project within the term shall not relieve the Developer or Town of its obligations. After ten (10) years of the execution of this Agreement, any obligation of the Town to reimburse the Developer shall cease.

2. REZONING: The Parties hereby agree that the current zoning of the Property surrounding infrastructure is inadequate to support the Development Plan and the Project. Certain Infrastructure Projects are necessary in order to maintain the health, safety, and welfare of the Property, its future uses, and the residents of the surrounding area that may be affected by the Project. While the Project is consistent with the Town's long-range planning documents, the current infrastructure does not exist and therefore the Town would not ordinarily grant zoning approval, Project Permits, such approvals as the Development Plan, grading plans, and other governmental approvals until such time as certain Infrastructure Projects are in place to accommodate the residents of the Project. The Town and Developer wishes to accelerate the Town's approval through its covenants herein and provide assurances that such infrastructure will be sufficient to serve the Project and not negatively affect those properties in proximity to the Property.

3. Public Improvements:

- (a) **ROAD CONSTRUCTION:** The Developer shall construct Cinder Station Road, beginning at the intersection of Woodfield Dead End Road and Woods Creek Road and terminating at a cul-de-sac in the location shown in Exhibit A, as shown in Exhibit A. The Town shall reimburse Developer for thirty percent (30%) of Actual Construction Costs of the road construction. The Town shall pay up to thirty percent (30%) of Actual Construction Costs of the road construction costs as provided by Paragraph 3(f) and after the portion of Cinder Station Road to be constructed by the Developer has been constructed, inspected and accepted by the Town, subject to the bonding of any incomplete or uncorrected items if applicable.
- (b) **RECLAIMED WATER:** The Developer shall complete all actions necessary to be compliant with the Town's requirements applicable to reclaimed water. The Town will reimburse the Developer fifty percent (50%) of the Actual Construction Costs for the construction of the reclaimed water. The Town shall pay up to fifty percent (50%) of Actual Construction Costs of the reclaimed water costs as provided in Paragraph 3(f) and after the reclaimed water facilities to be constructed by the Developer have been constructed, inspected and accepted by the Town, subject to the bonding of any incomplete or uncorrected items if applicable.
- (c) **SANITARY SEWER:** Except for the Grinder Pump System to be installed by the Town on the Town Tract, Developer shall complete all actions necessary to be compliant with the Town's requirements applicable to sanitary sewer. The Town will reimburse the Developer up to seventeen percent (17%) of the Actual Construction Costs incurred by Developer for sanitary sewer in the manner provided in Paragraphs 3(d)-(f) and after the sanitary sewer facilities to be constructed by the Developer have been constructed, inspected and accepted by the Town, subject to the bonding of any incomplete or uncorrected items if applicable. For purpose of clarity, the Sanitary Sewer installed by the Developer subject to the Town's reimbursement is the gravity sewer and force main on the Property, exclusive of any component on the Town Tract.
- (d) **GRINDER PUMP SYSTEM:** In consideration of the mutual covenants of this Agreement, and in consideration of Future Obligations described in this Paragraph, the Town agrees to install the Grinder Pump System on the Town Tract. The Developer will reimburse the Town the Actual Grinder Pump Costs incurred by the Town in the manner provided in Paragraph 3(e). The Developer shall grant, free of charge, any temporary easement to the Developer's property that the Town deems necessary or desirable for the construction and installation of the Grinder Pump System. The Developer acknowledges that the Town must revise its plans for the Town Tract in order to install the Grinder Pump System and may need to obtain amended permits because the Town has allowed and accepted the Grinder Pump System as an alternative to gravity sewer service.

Except as otherwise provided here, at the time of construction of new buildings not shown on Project Development Plan No. 22-DP-09 as approved by Town Council, Developer shall install gravity sewer to serve the Town Tract (the "Future

Obligations"). Notwithstanding any provision to the contrary, nothing in this Agreement shall require the Developer to perform the Future Obligations where the new buildings being constructed will solely be used for the proposed uses outlined in the Project Development Plan No. 22-DP-09 approved by Town Council. During and after the term of this Agreement, Developer shall make any potential developer or purchaser of the Property aware of the Future Obligations. The Future Obligations shall survive the term of this Agreement.

- (e) **MAXIMUM GRINDER PUMP CREDIT:** The maximum credit that the Developer will provide the Town against reimbursement payments is one hundred fifty thousand dollars. At this point, the Actual Grinder Pump Costs are unknown. The Parties stipulate that the Actual Grinder Pump Costs are likely to be equal to or less than \$150,000, which makes it unlikely that Town will incur costs it cannot set off when it installs the Grinder Pump System.
- (f) **MAXIMUM NET REIMBURSEMENT:** The maximum Reimbursable Public Improvement Costs, based on the requirements and percentage allocations contained in this Paragraph 3, are capped at five hundred fifty-five thousand dollars (\$555,000.00), with the Town's specific maximum percentages set at thirty percent (30%) for road construction, fifty percent (50%) for reclaimed water and seventeen percent (17%) for sanitary sewer exclusive of Actual Grinder Pump Costs. The maximum Net Reimbursement shall be the sum of the Town's Reimbursable Public Improvement Costs as described in (a) through (c) of this paragraph (up to \$555,000) minus the total amount of Actual Grinder Pump Costs expended by the Town (up to \$150,000). By way of example, if the Town's Reimbursable Public Improvement Costs total the maximum of \$555,000 and the Town expends \$150,000 in Actual Grinder Pump Costs, the maximum Net Reimbursement from the Town to Developer shall be \$405,000 (\$555,000 minus \$150,000)

Ninety (90) days after all costs have been incurred and after all of this Section 3's requirements for road construction (3a), reclaimed water (3b) and sanitary sewer (3c) have been met, the Town will pay the Developer the Net Reimbursement if such amount is greater than \$0. In no event shall the Developer be required to pay the Town if the Net Reimbursement amount is less than \$0. Under no circumstances shall the Town's failure to complete the Grinder Pump System be a basis for delaying payment of the Net Reimbursement.

- (g) **EXCESS CUT MATERIAL:** The Developer agrees to accept excess cut material that meets the Developer's cut material requirements from the Town's Fire Station site at no cost to the Town. The volume of excess cut material is approximately twenty-seven thousand (27,000) yards. The Town's contractor will remove rocks larger than 3 inches in diameter, large organics, and deleterious materials, as feasible, from the soil before sending to the development project. The Town will deposit cut material onto a site designated by the Developer that is within one (1) travel mile of the Town Tract after Developer completes, in a timely fashion,

necessary geotechnical reports and testing. The Developer is not obligated to take more than twenty-seven thousand (27,000) cubic yards of excess cut material but may choose to accept additional excess cut material which meets the requirements set out herein.

- (h) **DEDICATED RIGHT-OF-WAY:** The Developer will be required to dedicate to the Town all required right-of-way for Cinder Station Road shown in Exhibit A that will be constructed pursuant to the terms of this Agreement. In consideration of the rights and obligations contained herein, the Town agrees to modify the Town's standard development criteria requiring road construction by a Developer to the terminus of its property line, therefore the Developer will not be required to dedicate right-of-way, construct, or pay a fee in lieu of constructing the Cinder Station Road Extension to the property line beyond what is otherwise required by this Agreement.
- (i) **COOPERATION:** Upon approval of the Project's Development Plan, Developer shall reasonably cooperate with Town and exercise commercially reasonable efforts to complete the Public Improvements detailed in this Agreement that are reasonably necessary for the Town to proceed with construction of a new fire station on the Town Tract, such that the Town meets all requirements and receives all necessary permits for the fire station construction no later than August 24, 2023. Developer knows and understands that time is of the essence with respect to the Town's permit requirements, for which the Town is dependent on the Developer. Therefore, any delay by the Developer may impact the Town's financing requirements. Developer shall immediately inform the Town of any delay in anticipated permit application for permits associated with the Infrastructure Projects that would impact the Town Tract. Developer shall use best efforts to timely and completely submit to the Town and to other applicable regulatory bodies all information required for regulatory review and permitting decisions. The Town shall use best efforts to timely and completely review and respond to all applicable submissions received by the Town from the Developer. Although the Developer has made no binding warranties or representations regarding the exact type of sewer service that the Town Tract would receive, the Town purchased the Town Tract with the understanding that the Town Tract would receive permanent gravity sewer access. Necessary permits were received by the Town assuming the provision of permanent gravity sewer access. Some of those permits now must be amended and additional permit(s) must now also be received for the installation of a Grinder Pump. The Town's financing of its project on the Town Tract, a fire station to serve its growing population, must meet laws and requirements of North Carolina, including but not limited to the laws and requirements of North Carolina's Local Government Commission, a Commission created by Chapter 159 of the North Carolina General Statutes. The Town's financing costs for this project are based on firm financing and permit deadlines with, among other entities, the Local Government Commission and some of these deadlines pre-existed the Developer's need to change the provision of sanitary sewer services from gravity sewer access to a Grinder Pump.

- (j) **SANITARY SEWER COMPLETION** Developer shall work diligently to install such portions of the sanitary sewer that Developer is to construct pursuant to this Agreement. The Sanitary Sewer In-Service Date shall be June 30, 2024 if Developer receives (i) all necessary permits and construction drawing approvals from the Town and state necessary for the construction and completion of the sanitary sewer on or before October 1, 2023. Developer shall make complete and timely submittals that are approvable and otherwise remain compliant with the Town's ordinary development review schedule in order for the Town to review and approve permits and drawings by October 1, 2023. Developer shall not be deemed to have defaulted under this Agreement for any delay in the Sanitary Sewer In-Service Date when and to the extent that such delay is caused by an Excusable Delay. The delay of the Sanitary Sewer In-Service Date due to an Excusable Delay shall be excused for the duration of the Excusable Delay and the timeline for the Sanitary Sewer In-Service Date shall be extended for a period equivalent to the period of such Excusable Delay. In no event shall Developer be obligated to work weekends or holidays to avoid or reduce delays caused by Excusable Delays. Developer shall make best efforts to also complete all other Infrastructure Projects it is required to construct pursuant to this Agreement on the same completion schedule, June 30, 2024.

### **ARTICLE III DEVELOPER'S DUTIES**

Subject to the satisfaction of each of the Conditions Precedent:

1. If the Developer constructs the Project, then Developer shall do so in accordance with the Construction Drawings approved by the Town, requirements of the Town, and according to engineering best practices.
2. Except for those Infrastructure Project(s) to be constructed by the Town, Developer shall construct the Infrastructure Project(s) in a workmanlike manner according to the design specifications and criteria of the Town and NCDOT which are existing at the time of this Agreement. Notwithstanding the results of any current or subsequent TIA Requirements, the Developer shall be able to adjust such work as described in this Article.
3. The Developer shall pay any other required development fees-in-lieu and fees pursuant to the Town Budget Ordinance at such time as they would ordinarily become due.

### **ARTICLE IV OTHER**

Subject to the satisfaction of each of the Conditions Precedent:

1. If Developer elects to pursue the development and construction the Project, then the Developer shall be responsible for the complete design and construction of the Project, including all surveying, design, permitting, plat preparation and recordation, testing, engineering, bidding, construction, inspection, acceptance, easement maps and documents, construction management, construction administration, and all other necessary functions to insure complete-in-place, fully functional Project built and operational in accordance with Town and State standards and approved plans for the project. The costs of all of these items shall be borne by the Developer and shall not be subject to reimbursement or participation by the Town, except as specifically described herein.

2. The Town agrees that it shall act consistent with its rules, regulations, and common practices on any application for permits associated with the development of the Project or the construction of any Infrastructure Project.

3. In the course of installing the Project or any other work on easements obtained by the Town and under the Town's ownership, the Developer shall operate under permission to encroach onto a Town easement and rights of way and shall hold the Town harmless. The Developer agrees to protect, defend, indemnify and hold the Town of Holly Springs and its officers, employees and agents (collectively, "Town Indemnified Parties") free and harmless from and against any and all direct and actual losses, penalties, damages, settlements, costs, charges, liens, professional fees, or other expenses or liabilities caused by Developer or its contractors or agents entry onto and performance of work on the easements and rights of way of the Town in connection with the development of the Project and not resulting from the gross negligence or intentional misconduct of any of the Town Indemnified Parties ("Town Indemnified Matters"). The Developer further agrees to investigate, handle, provide defense for and respond to, any claims pertaining to Town Indemnified Matters at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claims are groundless, false, or fraudulent.

4. In the course of installing the Project or any other work on easements obtained by the Developer and under the Developer's ownership, the Town shall operate under permission to encroach onto a Developer easement and property and shall hold the Developer harmless. The Town agrees to protect, defend, indemnify and hold the Developer and its officers, employees and agents (collectively, "Developer Indemnified Parties") free and harmless from and against any and all direct and actual losses, penalties, damages, settlements, costs, charges, liens, professional fees, or other expenses or liabilities caused by Town or its contractors or agents entry onto and performance of work on the easements and property of the Developer in connection with the development of the Project and not resulting from the gross negligence or intentional misconduct of any of the Developer Indemnified Parties ("Developer Indemnified Matters"). The Town further agrees to investigate, handle, provide defense for and respond to, any claims pertaining to Developer Indemnified Matters at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claims are groundless, false, or fraudulent. There are no third-party beneficiaries created herein, and any indemnity provided by the Town or Developer shall not constitute the purchase of liability insurance for purposes of a waiver of governmental immunity.

5. All projects shall be subject to the Town's policies and procedures regarding Town acceptance on infrastructure.

6. It shall be the responsibility of the Party constructing the improvements to ensure that all regulatory approvals for each project are in place before beginning construction. Developer shall employ best efforts to assist the Town and applicable regulatory agencies to ensure that all new permits required to be issued and all existing permits required to be modified due to the Developer's request to install a Grinder Pump in lieu of gravity fed sewer, are issued not later than August 24, 2023

7. All notices, reports, and other communications given pursuant to this Agreement shall be in writing and shall either be mailed by first class mail, postage prepaid, certified or registered with return receipt requested, or delivered in person to the intended addressee. Notice sent by certified or registered mail shall be effective upon the date of delivery indicated on the return receipt. Notice given in any other manner shall be effective upon actual receipt by the addressee.

8. Notices under this agreement shall be to the following:

**FOR THE TOWN:**

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

**FOR THE DEVELOPER:**

Brandon Lane  
Managing Director, Real Estate and  
Facilities Management  
Duke Energy  
Duke Energy Plaza  
535 South Tryon St.  
Mail Code DEP-21C  
Charlotte, NC 28202

9. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. The parties consent to the jurisdiction of Wake County.

10. This Agreement is not assignable by the Developer to an unaffiliated third-party without the prior written consent of the Town, which consent may be evidenced by written communication from the Town Manager. However, Developer may assign its rights and obligations under this Agreement to an entity in which Developer or any of its direct or indirect owners has an interest without the necessity of further consent.

11. The section and subsection headings in this Agreement have been included for convenience only and are not part of the Agreement and shall not be taken as an interpretation of any provision of this Agreement.

12. A ruling by any court that one or more of the provisions contained in this Agreement is invalid, illegal, or unenforceable in any respect shall not affect any other provision

of this Agreement so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Thereafter, this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had been amended to the extent necessary to be enforceable within the jurisdiction of the court making the ruling and to preserve the transactions contemplated by this Agreement to the greatest extent possible.

13. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and there are no representations, warranties, covenants or obligations except as set forth in this Agreement. This Agreement supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions relating to the subject matter hereof, written or oral, of the parties.

14. It is anticipated that, upon completion of the Roadway Improvements, following any necessary holding periods, the roadway improvements constructed pursuant to this Agreement shall be dedicated to the Town (or such other applicable government entity), and upon dedication, conveyance or assignment of such easements/improvements to the proper governmental entity, the obligations of the Developer with respect thereto shall terminate, and such applicable governmental entity shall have the continuing and ongoing obligation to maintain and repair the same.

15. This Agreement does not guarantee any specific approvals of any proposed development plan, provided, however, that all approvals granted prior to the date of this Agreement shall continue to be valid and in full force and effect.

16. Exhibit List: The following exhibits are hereby incorporated by reference:

EXHIBIT A: Site Plan of Project

[Signatures Appear on Following Page]



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

**THE TOWN**

(Town Seal)

**TOWN OF HOLLY SPRINGS**

BY: \_\_\_\_\_  
Randy J. Harrington, Town Manager

*ATTEST:*

\_\_\_\_\_  
[ ] Linda McKinney, Town Clerk  
[ ] Kathryn White, Deputy Town Clerk

This document is sufficient as to form.

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

\_\_\_\_\_  
John P. Schifano, Town Attorney

\_\_\_\_\_  
Antwan Morrison  
Finance Director

NORTH CAROLINA  
WAKE COUNTY

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

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

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_, Notary Public

[Affix Notary Stamp or Seal]

My Commission Expires:

**THE DEVELOPER**

**DUKE ENERGY PROGRESS, LLC**, North Carolina limited liability company

By:   
Name: Adrian Acuna  
Title: Real Estate Project Director

STATE OF North Carolina  
Mecklenburg COUNTY

I certify that the following person personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and, in the capacity, indicated: Duke Energy Progress LLC

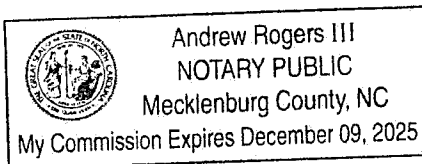
Date: 8-10-2023

Andrew Rogers III, Notary Public

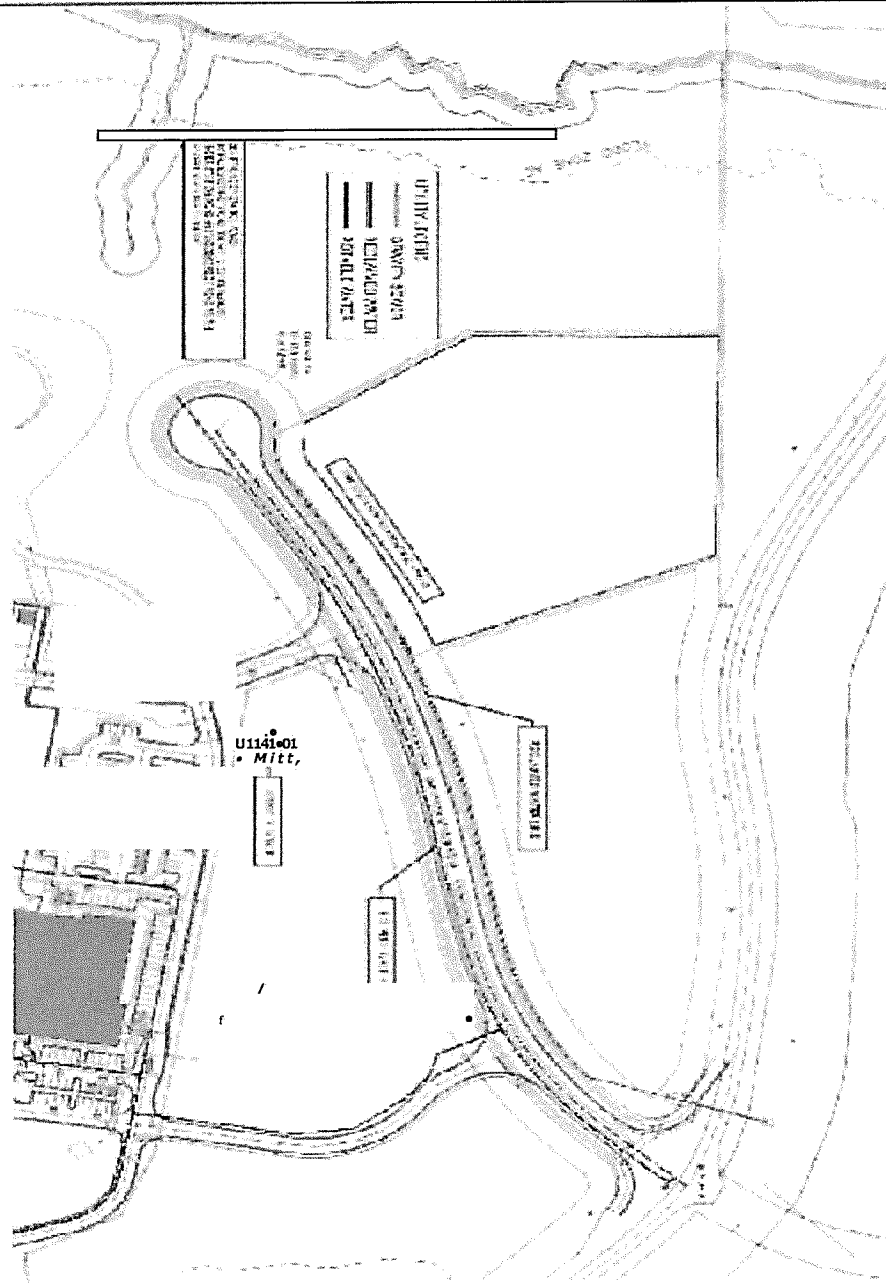
[Affix Notary Stamp or Seal]

My Commission Expires:

December 9, 2025



# EXHIBIT A





# Holly Springs Town Council

## *Town Council Meeting Agenda Cover Sheet*

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**Agenda Item#: 12.**

### **Consent Agenda**

**Title:** Project Management Review Contract

**Strategic Priority Area:** Organizational Excellence

**Staff Resource:** Kendra Parrish, Utilities and Infrastructure

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### **Action(s):**

Award and authorize the Town Manager to sign and execute the professional services contract for developing a project management system to Freese & Nichols in the amount of \$99,310 (with no additional project contingency).

### **Explanation:**

- As the Town continues to develop and expand, staff anticipates the need for increased capital projects and seeks a centralized solution where project information can be accessed, reviewed, analyzed, and shared, so that the team can thoughtfully respond to changing community needs and effectively manage capital project deliveries.
- In the Spring of 2023, the Town requested proposals from firms that can lead the Town through an organizational health review and provide best practices for successful project management.
- The request for proposals (RFP) outlined a desire for strategic alignment, a framework and foundation of project management and the identification of barriers and challenges that can derail success in organizational endeavors, which include ownership clarity, system capabilities, policies and practices, attitudes, attributes, competency, and training.
- The Town received 13 proposals and after a review process that included interviews with short-listed firms, the Town recommends Freese & Nichols.
- Criteria for selection included:
  - Demonstrated relative experience in creating similar studies with a diverse group of stakeholders and the ability to prepare user-friendly planning products
  - Qualifications of the firm and personnel assigned to this project, demonstrating the consultant's capacity to complete requested services, experience completing similar projects, and experience with data collection and analysis related to the scope of work elements
  - Demonstration of overall project understanding and direct work experience/familiarity with local government and the town
  - References to previous similar work
- To manage expectations and resources, the total scope was broken into two phases. The proposed contract for approval includes discovery, evaluation, and recommendations. A later phase 2 will include implementation of phase 1, software evaluation, selection, and training.
- It is anticipated that Phase 1 will be completed in 9 months and recommendations for next steps could include Fiscal Year 2024-25 budget requests for implementation

Town Council Business Meeting  
August 15, 2023

resources to fund efforts such as new project management software.

**Background:**

- In October 2022, the Director for the Project Management Office (PMO) at Albemarle County and former senior consultant with Deloitte Consulting shared her knowledge around foundational concepts related to project management with the Town's senior leadership team and senior level project managers.
- After the conversation, Town staff connected with other jurisdictions that had endeavored on similar project scopes.
- Few local government jurisdictions in North Carolina have entered into similar research efforts to evaluate and identify holistic organizational process and policy/procedures improvements to enhance capital project delivery. As a result, extra staff due diligence and exploration has been needed to properly identify potential consulting firms, development of an evaluation process of potential consultants, and refine an appropriate scope for the project.

**Funding Source(s):**

Town Council Approved Community Investment Plan - PAYGO

**Attachment(s):**

1. Professional Services\_Standard - PMP Initiative



THIS AGREEMENT dated \_\_\_\_\_, between the Town of Holly Springs, North Carolina, for itself and its Successors & Assigns (hereinafter called the "Town") and, Freese and Nichols, Inc. (herein after called the "Contractor")

Town hereby desires to enter into a contract for services with the Contractor and the Contractor agrees to enter into this contract and perform the Services as set forth below, in the manner and time hereinafter described, and both parties do hereby agree as follows:

#### **SERVICES OF CONTRACTOR**

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The services of the Contractor shall be performed in the manner as described in Exhibit A (the "Proposal") as attached hereto and incorporated by reference. Contractor agrees to employ such personnel as may be needed to deliver services in the manner and time prescribed herein. Such personnel shall be employees of the Contractor, said Contractor being an independent contractor of the Town.

#### **TOWN'S RESPONSIBILITIES**

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The Town shall make available the facilities to the Contractor and shall not impede the work of the Contractor except as necessary. Any additional Town responsibilities shall be listed in Exhibit A.

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#### **PAYMENT**

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The Town shall pay the Contractor the contract sum of in the following manner:

- ☐ A Lump Sum amount of \_\_\_\_\_ payable upon the completion of the services listed in Exhibit A.
- ☒ Payment on the basis of Time and/or Materials as described in Exhibit A, or as otherwise described as follows:

(Description of Alternative payment terms)

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## **TIME FOR RENDERING SERVICES**

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The times for rendering the services are set forth in Exhibit A or as otherwise set forth below:

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## **GENERAL CONSIDERATIONS**

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### **1. Standards of Performance**

- 1.1. The standard of care for all services performed or furnished by Contractor under this Agreement will be the care and skill ordinarily used by members of Contractor's profession practicing under similar circumstances at the same time and in the same locality.
- 1.2. Contractor represents that, prior to submitting the Bid and executing this Contract, Contractor became and remains thoroughly acquainted with all matters relating to the performance of this Contract, all applicable laws and all of the terms and conditions of this Contract. All Services under this Contract shall be coordinated under, and performed to the satisfaction of the Town Contract. Town is authorized to withhold payment of any funds under this Contract until periodic performance of the Services has been inspected, accepted, and approved by the Town Contract.
- 1.3. Contractor shall be responsible for the technical accuracy of its services and documents resulting therefrom, and Town shall not be responsible for discovering deficiencies therein. Contractor shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in Town furnished information.
- 1.4. Contractor and Town shall comply with applicable Laws or Regulations and Town mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Town's responsibilities or to Contractor's scope of services, times of performance, or compensation.
- 1.5. Contractor is an independent contractor of the Town. The Town and the Contractor mutually agree to indemnify and hold harmless each party from any claims of negligence brought forth. Contractor is familiar with the property and its condition.

### **2. Term and Termination**

- 2.1. The term for this contract is for \_\_\_\_\_ from the date of the last signatory below.
- 2.2. The mutual obligations of the Parties contained in this Agreement may be terminated:
  - 2.2.1. For cause by either party upon 30 days written notice in the event of a failure by the other party to perform in accordance with the terms hereof.
  - 2.2.2. For failure to consistently satisfy the Standards of Performance in the opinion of the Town Contract.
  - 2.2.3. Upon Mutual Agreement.

### **3. Controlling Law**

- 3.1. This Agreement is to be governed by the law of the State in which the project is located.
- 3.2. Venue and jurisdiction are proper in the 10<sup>th</sup> Judicial District of North Carolina (Wake County).

### **4. Notices**

- 4.1. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address below, or given personally, or by regular, registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of the receipt.

- 4.1.1. For the Town:

- Randy Harrington, Town Manager  
PO Box 8  
Holly Springs, NC 27540  
(919) 552-6221

- For the Contractor:

- Morgan McIlwain, Project Manager  
1017 Campus Drive, Suite #1200  
Raleigh, NC 27606

### **5. Severability**

- 5.1. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Town and Contractor, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### **6. Waiver**

- 6.1. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

### **7. Attorney's Fees**

- 7.1. In the event of a breach of this agreement, the substantially prevailing party shall be entitled to an award of reasonable attorney's fees and costs relating to compelling performance under this agreement.



**8. Insurance & Indemnification Requirement**

8.1 Contractor shall provide general liability insurance for a minimum of \$5,000,000 per occurrence, \$5,000,000 aggregate for the complete term of the contract. Additionally, the Contractor shall supply workman's compensation insurance coverage to all employees within the statutory limits. Contractor shall supply proof of coverage to the Town within 10 days of execution of this contract and shall list "Town of Holly Springs" as additional insured to all general liability policies for the duration of the contract term. A certificate of insurance shall be attached hereto as Exhibit B.

8.2 The Contractor agrees to waive any and all claims against the Town from itself or its employees arising from work performed by the Contractor pursuant to this Contract and to protect, defend, indemnify and hold the Town and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind in character and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of actions of every kind and character in connection with or arising directly or indirectly out of the Contractor's performance or nonperformance relating to this Agreement and/or the performance hereof, whether such claims are based in negligence, willful or wanton conduct, or breach of contract relating to the Contractor's work in under this Agreement or any addendums or modifications thereto. For such claims, the Contractor further agrees to investigate, handle, provide defense for and respond to, any such claims at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claims are groundless, false, or fraudulent.

**9. E-Verify.**

9.1 Contractor hereby agrees to comply with N.C.G.S. § 64-25, et. seq. regardless of Contractor's status as an independent contractor and not an employee with the Town. The E-Verify Affidavit shall be attached hereto as Exhibit C.

- 10. Prohibition against sex offenders.** Contractor is being granted access to the Town's park system and/or town facilities (collectively "Facility") during hours of operation. Contractor hereby agrees that it shall not employ or otherwise allow to perform any aspect of the Contract any person who is a registered sex offender for any scope of work requiring such employee or contractor of the Contractor to access any area of the Facility. Contractor shall have an affirmative duty to ensure compliance with this section by checking the state and national registry for sex offenders against any employee, agent, contractor, subcontractor, officer, director, or any person that shall in any way perform under this contract. Contractor shall check the registry initially and periodically during the term of the Contract as often as necessary to ensure compliance with this section at all times. Contractor additionally agrees to indemnify and hold the Town harmless for any act or omission that may arise out of the operation of the Contract, the ACP, or any parole agreement among the parties that arise from, directly or indirectly, the Contractor's failure to ensure compliance with this section. This indemnification includes a duty to provide a legal defense.

**9. INDEPENDENT CONTRACTOR**

11.1 Contractor's status shall be that of an independent contractor and not an agent, servant, employee, or representative of Town in the performance of the Services. Contractor shall exercise independent judgment in performing duties under this Contract and is solely

responsible for setting working hours, scheduling or prioritizing the work flow and determining how the work is to be performed. No term or provision of this Contract or act of Contractor in the performance of this Contract shall be construed as making Contractor the agent, servant or employee of Town, or making Contractor or any of its employees eligible for the fringe benefits, such as retirement, insurance and worker's compensation, which Town provides its employees.

11.2 Contractor's Control Over Services Provided. Contractor shall retain the unqualified right of control over the means, manner and methods by which the Services are performed, and the right to perform such Services at the locations and times that Service Provider independently determines, as approved by the Town. Contractor shall be responsible for providing all equipment, materials and supplies that Contractor determines are needed to timely provide the Services.

11.3 Contractor shall be responsible for the technical accuracy of its services and documents resulting therefrom, and Town shall not be responsible for discovering deficiencies therein. Contractor shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in Town furnished information.

## **12. NONDISCRIMINATION**

12.1 As a condition of this Contract, Contractor covenants that Contractor will take all necessary actions to insure that, in connection with any operations under this Contract, Contractor, its officers, employees and subcontractors, will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, sexual orientation, or handicap unrelated to job performance, either directly, indirectly or through contractual or other arrangements. Contractor shall also comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C.A.

§§12101-12213, as amended. In this regard, Contractor shall keep, retain and safeguard all records relating to this Contract or work performed hereunder for a minimum period of three (3) years from final Contract completion, with full access allowed to authorized representatives of Town, upon request, for purposes of evaluating compliance with this and other provisions of the Contract.

## **13. CONTRACTOR'S EMPLOYEES**

13.1 Contractor agrees and consents that the Town is allowing access to the Contractor to both publicly used and private sensitive Town facilities. Contractor, and any employee, agent, subagent, volunteer, or any person authorized to act on behalf of the Contractor shall maintain a professional demeanor at all times during the interaction with the Town's patrons and visitors to Town facilities. Contractor shall refrain from other commercial or political activity while performing this contract on Town Facilities. Contractor shall undergo criminal background checks on all employees and subcontractors working at the direction of the Contractor in this contract, and shall exclude any employees from working in any Town facility any employees that:

- 1) had a conviction of a any felony within the past 10 years;
- 2) has a conviction in the past 10 years of any violent crime or crime involving theft or dishonesty; or
- 3) is currently a registered sex offender.

13.2 Special Sensitive Areas. Contractor understands and agrees that there are special areas of Town, particularly the Town's Police Department, which requires a heightened security protocol. As such, the Chief of Police may require fingerprinting of any of Contractor's employees that access this facility, and such fingerprinting costs shall be borne by Contractor. Additionally, the Town reserves the right to prohibit certain employees from access the Police Department at the discretion of the Chief of Police, which may require the Contractor to provide replacement personnel at the cost of the Contractor.

14. ASSIGNMENT Contractor shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of the Town. As an express condition of consent to any assignment, Contractor shall remain liable for completion of the Contract work in the event of default by the successor contractor or assignee.

15. RIGHT OF REVIEW AND AUDIT. Town may review any and all of the services performed by Contractor under this Contract. Town is granted the right to audit, at Town's election, all of Contractor's records and billings relating to the performance of this Contract. Contractor agrees to retain such records for a minimum of three (3) years following completion of this Contract. Any payment, settlement, satisfaction, or release made or provided during the course of performance of this Contract shall be subject to Town's rights as may be disclosed by an audit under this section.

12. Exhibit List. The following documents shall be attached hereto and incorporated by reference.

Exhibit A – Proposal and Scope of Work

Exhibit B – Contractor's Certification of Insurance listing Town as additional insured

Exhibit C – E-Verify Affidavit

[Signature Page Follows]

Town of HOLLY SPRINGS

BY: \_\_\_\_\_  
Randy J. Harrington, Town Manager

Contractor:

Signature \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WITNESS:  
\_\_\_\_\_  
Town Clerk

WITNESS:  
\_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Town Attorney

Finance Approval: \_\_\_\_\_  
Purchasing Manager

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

\_\_\_\_\_  
Director of Finance

## SCOPE OF SERVICES AND RESPONSIBILITIES OF CLIENT

### PROJECT UNDERSTANDING

The Town of Holly Springs (Town) has asked Freese and Nichols, Inc. (FNI) to assist them in reviewing their project management system, across Town departments, including policies, processes, procedures, techniques and tools. The purpose of this review is to provide information and recommendations on improving overall tracking, performance and efficiency as well as improving alignment across departments. FNI is recommending a phased approach to this project as shown below.

#### Project Phases:

- Phase 1: Project Management Systems
  - 1A: Discovery Phase (this contract)
  - 1B: Evaluation and Recommendations Phase (this contract)
  - 1C: *Implementation (next contract) – Following the recommendations, another scope of services will be provided for implementation of recommendations.*
- Phase 2: *Project Management Information System (potential future contract) – PMIS evaluation, recommendation, and implementation may be provided as future services.*

### ARTICLE I

**BASIC SERVICES:** FNI shall render the following professional services in connection with the development of the Project:

1A. DISCOVERY PHASE: FNI shall provide professional services in this phase as follows:

- a. Project Kickoff / Stakeholder Identification
  - i. The kickoff meeting will include (Two hours / in-person):
    1. Stakeholder Identification – this will include information needed to establish a stakeholder register that identifies all stakeholders, what their interest level is, and the most effective way to communicate with them
      - a. The core team and main point of contact will be determined during stakeholder identification
    2. Responsibility Matrix – this will include information needed to identify stakeholder engagement for each item within the scope
    3. Project Charter – this will include overall goals and success metrics
    4. Final review of scope, schedule and budget
  - ii. Deliverables: Stakeholder Register; Responsibility Matrix; Project Charter
- b. Organizational Health Review
  - i. Two FNI staff will host one-hour discovery meetings with project managers or identified key staff from each department (17). These meetings will be hosted in a conference room in Town Hall over two back-to-back days. (16 hours / in-person)
  - ii. Notes from these meetings will be compiled and a preliminary evaluation will be performed to find commonalities and themes
  - iii. Deliverables: Summary memo of findings
- c. Project Management Systems Review and Documentation
  - i. Meeting with core team to discuss organizational health review findings, gather feedback and prepare for follow-up meeting with identified departmental staff (Two hours / virtual)

- ii. Workshop with previously identified departmental staff to review findings and gather additional feedback that will help inform recommendations (Four hours / in-person)
- iii. FNI will compile additional feedback gathered from the workshop and use it to determine high priority items
- iv. Meeting with core team to discuss workshop feedback and review project management processes identified as high priority (Two hours / in-person)
  - 1. We will discuss high priority processes in order to develop draft workflow diagrams. Typical processes include:
    - a. Planning / CIP / Project Priority
    - b. Cash Flow / Funding Source / Financials
    - c. Communications (Internal and External)
    - d. Public Engagement
    - e. Project Setup / Kickoff
    - f. Design
      - i. RFQ / Contracting (Consultant Selection)
      - ii. Submittal Reviews and Comment Distribution
      - iii. Invoicing / Consultant Management
      - iv. Close-out
    - g. Right-of-Way
    - h. Utilities
    - i. Bidding / Purchasing
    - j. Construction (multiple processes)
  - 2. Additional meetings with the core team and/or departmental staff may be required (up to 8hrs)
- v. FNI will develop draft workflow diagrams of the key existing processes discussed (up to 10). Workflow diagrams are the visual representation of the process using boxes (steps) and arrows (action). Additional explanation of a step or action may be provided if necessary (Microsoft Visio or equal will be utilized for this).
- vi. Draft workflow diagrams will be sent to the core team for review. FNI will finalize them based on feedback provided.
- vii. Deliverables: Workshop materials and notes; Draft, and final, workflow diagrams of the key existing processes discussed (up to 10)

1B. EVALUATION AND RECOMMENDATIONS PHASE: FNI shall provide professional services in this phase as follows:

- a. FNI will develop draft recommendations for what to address during the implementation phase. Solutions will be developed as part of the implementation phase.
  - i. FNI will utilize deliverables from Phase 1A to identify potential process improvements and solutions to address process gaps
  - ii. FNI will compile draft recommendations
- b. Meeting with core team to review draft recommendations (Two hours / virtual)
- c. FNI will finalize recommendations
- d. Meeting with core team to discuss recommendations and scope implementation phase (Two hours / virtual)
- e. Deliverables: Draft, and final, recommendations; Implementation scope of services

#### ARTICLE IV

**TIME OF COMPLETION:** FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services within nine months pursuant to appropriate meeting and review times.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Client reviews or meetings, delays on the flow of information to be provided to FNI, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement and in Attachment CO.

#### ARTICLE V

**RESPONSIBILITIES OF CLIENT:** Client shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Designate in writing a person to act as Client's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define Client's policies and decisions with respect to FNI's services for the Project.
- B. Provide all criteria and full information as to Client's requirements for the Project, including objectives and constraints, success metrics, and any budgetary or schedule limitations.
- C. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including already drafted policies, procedures or processes; available tools and techniques; previous gap analyses, etc.
- D. Give prompt written notice to FNI whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services.

#### ARTICLE VI

**DESIGNATED REPRESENTATIVES:** FNI and Client designate the following representatives:

Client's Designated Representative – Kendra Parrish

Client's Accounting Representative – Debbie Abbene

FNI's Designated Representative – Morgan McIlwain

FNI's Accounting Representative – Stephanie Kirchstein

### COMPENSATION

Compensation to FNI for Basic Services in Attachment SC shall be computed on the basis of the Schedule of Charges, but shall not exceed Ninety Nine Thousand Three Hundred Ten Dollars (\$99,310.00). If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the Schedule of Charges.

#### Schedule of Charges:

| <u>Position</u>               | <u>Hourly Rate</u> |
|-------------------------------|--------------------|
| Professional - 1              | 110                |
| Professional - 2              | 135                |
| Professional - 3              | 150                |
| Professional - 4              | 180                |
| Professional - 5              | 210                |
| Professional - 6              | 225                |
| Construction Manager - 1      | 87                 |
| Construction Manager - 2      | 115                |
| Construction Manager - 3      | 140                |
| Construction Manager - 4      | 185                |
| CAD Technician/Designer - 1   | 105                |
| CAD Technician/Designer - 2   | 120                |
| CAD Technician/Designer - 3   | 145                |
| Corporate Project Support - 1 | 87                 |
| Corporate Project Support - 2 | 105                |
| Corporate Project Support - 3 | 139                |
| Intern/ Coop                  | 75                 |
| Senior Advisor                | 200                |

#### Rates for In-House Services and Equipment

| <u>Mileage</u>           | <u>Bulk Printing and Reproduction</u> |                | <u>Equipment</u> |                                      |                 |
|--------------------------|---------------------------------------|----------------|------------------|--------------------------------------|-----------------|
| Standard IRS Rates       |                                       | <u>B&amp;W</u> | <u>Color</u>     | Valve Crew Vehicle (hour)            | \$75            |
|                          | Small Format (per copy)               | \$0.10         | \$0.25           | Pressure Data Logger (each)          | \$100           |
|                          | Large Format (per sq. ft.)            |                |                  | Water Quality Meter (per day)        | \$100           |
| <u>Technology Charge</u> | Bond                                  | \$0.25         | \$0.75           | Microscope (each)                    | \$150           |
| \$8.50 per hour          | Glossy / Mylar                        | \$0.75         | \$1.25           | Pressure Recorder (per day)          | \$200           |
|                          | Vinyl / Adhesive                      | \$1.50         | \$2.00           | Ultrasonic Thickness Gauge (per day) | \$275           |
|                          |                                       |                |                  | Coating Inspection Kit (per day)     | \$275           |
|                          | Mounting (per sq. ft.)                | \$2.00         |                  | Flushing / Cfactor (each)            | \$500           |
|                          | Binding (per binding)                 | \$0.25         |                  | Backpack Electrofisher (each)        | \$1,000         |
|                          |                                       |                |                  | <u>Survey Grade</u>                  | <u>Standard</u> |
|                          |                                       |                |                  | Drone (per day)                      | \$200 \$100     |
|                          |                                       |                |                  | GPS (per day)                        | \$150 \$50      |

#### **OTHER DIRECT EXPENSES:**

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multiplier of 1.15. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

**These rates will be adjusted annually in February.**





FREEAND-02

KSUTTON

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/12/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                       |
|---------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PRODUCER</b><br>Ames & Gough<br>8300 Greensboro Drive<br>Suite 980<br>McLean, VA 22102               | <b>CONTACT NAME:</b><br><b>PHONE (A/C, No, Ext):</b> (703) 827-2277<br><b>FAX (A/C, No):</b> (703) 827-2279<br><b>E-MAIL ADDRESS:</b> admin@amesgough.com                                                                                                                                                                                                                             |
| <b>INSURED</b><br><br>Freese and Nichols, Inc.<br>801 Cherry Street, Suite 2800<br>Fort Worth, TX 76102 | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A :</b> Hartford Underwriters Insurance Company A+ (XV) 30104<br><b>INSURER B :</b> Hartford Casualty Insurance Company A+ (XV) 29424<br><b>INSURER C :</b> Hartford Accident and Indemnity Company A+ (XV) 22357<br><b>INSURER D :</b> Continental Casualty Company (CNA) A, XV 20443<br><b>INSURER E :</b><br><b>INSURER F :</b> |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                                                                | ADDL INSD | SUBR WVD | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                            |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|----------------|-------------------------|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Contractual Liab.<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: |           |          | 42UUNOL5238    | 10/23/2022              | 10/23/2023              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| B        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                                                                                                                                    |           |          | 42UENOL5558    | 10/23/2022              | 10/23/2023              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                   |
| B        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000                                                                                                                                                 |           |          | 42 XHU OL 5836 | 10/23/2022              | 10/23/2023              | EACH OCCURRENCE \$ 10,000,000<br>AGGREGATE \$ 10,000,000<br>\$                                                                                                                                                                                    |
| C        | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / N<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                             |           | N / A    | 42WBOL6H3F     | 10/23/2022              | 10/23/2023              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                         |
| D        | <input checked="" type="checkbox"/> Professional Liab.                                                                                                                                                                                                                                                                                                                                                           |           |          | AEH008214422   | 10/23/2022              | 10/23/2023              | Per Claim \$ 5,000,000                                                                                                                                                                                                                            |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
PROFESSIONAL LIABILITY AGGREGATE LIMIT: \$10,000,000

Town of Holly Springs, NC is included as Additional Insured with respect to General Liability, Auto Liability, and Umbrella Liability when required by written contract. General Liability, Auto Liability and Umbrella Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability, Auto Liability, Umbrella Liability and Workers Compensation policies include a Waiver of Subrogation in favor of the Additional Insured where permissible by state law and when required by written contract. 30-day Notice of Cancellation will be issued for the General Liability, Auto Liability, Umbrella Liability, Workers Compensation and Professional Liability policies in accordance with policy terms and conditions. Umbrella Liability coverage sits excess over General Liability, Auto Liability and Employer's Liability coverage.

## CERTIFICATE HOLDER

## CANCELLATION

|                                                                         |                                                                                                                                                                                                                   |
|-------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Town of Holly Springs, NC</b><br>PO Box 8<br>Holly Springs, NC 27540 | <b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b><br><br><b>AUTHORIZED REPRESENTATIVE</b><br> |
|-------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

STATE OF NORTH CAROLINA )

)

AFFIDAVIT OF CONTRACTOR'S

COUNTY OF WAKE )

COMPLIANCE WITH E-VERIFY

I, \_\_\_\_\_ (the individual attesting below), being duly authorized by and on behalf of Freese and Nichols, Inc (the "Contractor") after first being duly sworn hereby swears or affirms as follows:

1. Contractor understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).

2. Contractor understands that Contractors Must Use E-Verify. Each Contractor, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a).

3. Contractor is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)

a. YES  X , or

b. NO \_\_\_\_\_

4. Contractor's subcontractors comply with E-Verify, and if Contractor is the winning bidder on this project Contractor will ensure compliance with E-Verify by any subcontractors subsequently hired by Contractor.

This \_\_\_\_ day of \_\_\_\_\_, 2023.

Signature of Affiant

Print or Type Name: \_\_\_\_\_

State of North Carolina

County of \_\_\_\_\_

Signed and sworn to (or affirmed) before me, this the \_\_\_\_\_

day of \_\_\_\_\_, 20\_\_

My Commission Expires:

\_\_\_\_\_  
Notary Public

(Affix Official/Notarial Seal)

CONTRACT FOR SERVICES



# Holly Springs Planning Board

## *Planning Board Meeting Agenda Cover Sheet*

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### **Agenda Item#: 13.**

#### **Public Hearings**

**Title:** Elliott Farm Rezoning 22-REZ-07 - Legislative Public Hearing

**Strategic Priority Area:** Responsible & Balanced Growth

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

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#### **Action(s):**

- Open public hearing.
- Continue the public hearing to the October 17, 2023 Town Council meeting.

#### **Explanation:**

- A continuation is requested to allow the applicant to finalize plans related to adding an additional parcel to the site that will allow the applicant to provide improvements along the entire Piney Grove Wilbon Road frontage and enter into a Development Agreement regarding intersection improvements at the Burt Road/Piney Grove Wilbon Road intersection.
- A public hearing for the rezoning request was held on June 20, 2023. Town Council heard from nearby residents about the traffic impacts and safety concerns on the intersection at Burt Road and Piney Grove Wilbon Road. Many Town Council members expressed they did not support approving the request as proposed with the incomplete Piney Grove Wilbon Road improvements. The applicant stated they would approach the adjacent property owner about purchasing the property in order to complete the full improvements.  
The Town has received a request to rezone 149.3 ± acres located at 2836 Piney Grove Wilbon Road from RR Rural Residential to NR-CD Neighborhood Residential Conditional Zoning District.
- 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.
- Proposed modified standards include reducing the minimum lot frontage requirement for a driveway onto the adjacent street from 60 feet to 44 feet for detached dwellings and 40 feet for attached dwellings, a modified buffer with extra plantings along Piney Grove Wilbon Road, and design standards for the homes.
- A proposed conceptual plan was provided with the rezoning request, which shows three pods of development for a 55+ age-restricted community. Pods A and B are a mix of detached single-family homes and duplexes. Pod C will only contain detached single family homes.
- Open space includes a large tract with a clubhouse/pool/courts near the northeast corner

of the site with smaller spaces throughout the site.

- The proposed development is mostly per the base UDO standards with the exception of decreased lot frontage. Each lot/unit will have a driveway onto the adjacent street. The proposed narrower lots and multiple driveways will impact streetscape, walkability, and are not designed as a pedestrian-oriented community and it is not clear how the modified standard allows for a more creative and unique design.
- A regional connection will be made to the existing 30" watermain located in Piney Grove Wilbon Road with a new stub proposed to the west for a future connection. The proposed connection point is north of the property at Duncan Cook Road. From this connection, the proposed development will be served by a new parallel watermain proposed along Piney Grove Wilbon. The new parallel watermain will be extended across the property's frontage as well as throughout the development.
- A new pump station is proposed in the northwest corner of the site to serve the property. Approximately 21,150 linear feet of forcemain is proposed from the new pump station and along Piney Grove Wilbon to ultimately discharge into the Basal Creek Pump Station. This development will trigger and be required to complete the Phase 3 upgrades to the Basal Creek Pump Station per the study completed in 2019 by the Lowe's development.
- The Town's UDO requires right-of-way dedication and thoroughfare widening across the property street frontage of Piney Grove Wilbon to meet ½ of the ultimate street cross section, including a 10' sidepath, in accordance with the CTP.
- Per the completed Traffic Impact Analysis, improvements are required at the proposed northern site driveway/Fleming Road as well as the proposed southern site access.
- Following the May 23, 2023 Planning Board meeting, the applicant revised the proposal to increase the perimeter buffer from 5 ft to 10 ft along the southern boundary to address concerns raised by the Planning Board members. The staff supports this revision.

### **Planning Board Recommendation**

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

- An age-restricted neighborhood meets a community need.
- The variety of lot sizes/widths and having smaller lots is great for older adults.
- Safety concerns from multiple driveways, with backing movements across sidewalks and into the street, and narrower lots should be considered but may be appropriate for this specific request.

Planning Board Recommendation:

The Planning Board recommended approval (9-0).

### **Background:**

- The site was assigned to the R-30 Residential District (reassigned to RR Rural Residential with the new UDO) upon its addition to the Town's ETJ on June 17, 2016.
- On March 19, 2013, the Town Council approved a modification to the Annexation Agreement Line with the Town of Fuquay-Varina which incorporated the subject property into the Holly Springs long-range planning area.
- A new Unified Development Ordinance (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 will consider for each respective case.

Planning Board Meeting  
August 15, 2023

- Applicable Ordinance: 2022 UDO
- Process: Town Council Legislative Public Hearing

**Funding Source(s):**

N/A

**Attachment(s):**

1. 22REZ07\_ElliottFarm\_Application
2. 22REZ07\_ElliottFarm\_MasterConceptPlan
3. 22REZ07\_ElliottFarm\_DesignManual
4. 22REZ07ElliottFarmStaffRpt\_052323
5. RZ23-05 ElliottFarm\_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](http://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: \_\_\_\_\_)

## Project Information

Project Name: Elliott Farm

Project Location: 2836 Piney Grove Wilbon Road

*Use street address. If none, use the closest intersection*

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

PIN: 0646469015

Real Estate ID: 0020655

Project Acreage: (Rounded to nearest tenth) 149.25 ac Partial Parcel: ☒ No ☐ Yes

Sketch Plan Review (Pre-Submittal) Meeting Date: June 23, 2022

**If the Sketch Plan Review (Pre-Submittal) Meeting Date is not within 8 weeks of the submittal date, another Sketch Plan Review (Pre-Submittal) Meeting is required prior to submittal.**

For DS Use only

Project # \_\_\_\_\_

Fees Paid: \$ \_\_\_\_\_

Date Received: \_\_\_\_\_

☐ Initial ☐ Revised ☐ Final

## Petition Request

Current Zoning: Rural Residential (RR) Proposed Zoning: Neighborhood Residential Conditional District (NR-CD)

Current Future Land Use Designation: Mixed Residential Neighborhood

Proposed Future Land Use Designation: Mixed Residential Neighborhood

Area Plan Designation (if applicable): N/A

## 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 See attached Exhibit A Company \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone # ( ) \_\_\_\_\_ E-Mail \_\_\_\_\_

How would you like to receive staff review comments? ☒ E-Mail ☐ US Mail

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

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

Name See attached Exhibit A Company \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone # ( ) \_\_\_\_\_ E-Mail \_\_\_\_\_

How would you like to receive staff review comments? ☒ E-Mail ☐ US Mail

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

## Applicant Signature

Mark Frederick

Mark Frederick

7/1/22

Date



# 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: Elliott Farm

Proposed Zoning District: Neighborhood Residential Conditional District (NR-CD)

Proposed Land Use/Density: Residential (max 3 u/a)

Future Land Use Plan Map Designation: Mixed Residential Neighborhood

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

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

See attached Exhibit B

### Section 1: Future Land Use & Community Character

See attached Exhibit B

### Section 2: Transportation / Comprehensive Transportation Plan

See attached Exhibit B

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

See attached Exhibit B

**Section 4: Community Facilities**

See attached Exhibit B

**Section 5: Infrastructure and Utilities**

See attached Exhibit B

**Section 8: Natural Resources**

See attached Exhibit B

**Plan Consistency Response Prepared by:**

Preparer's Signature(s)

Date



7/1/22



# NEIGHBORHOOD MEETING REPORT



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

☒ Neighborhood Meeting Date: June 1, 2022  
Time: 6:00 - 7:00pm  
Location: Virtual (ZOOM)

For DS Use only

Project # \_\_\_\_\_

Date Received: \_\_\_\_\_

☐ Complete ☐ Incomplete

## Notification of Owners:

1. The Petitioner or Petitioner's Agent shall prepare a Neighborhood Meeting Notification to be sent via first class mail to the owner(s) of the land specified on the Petition, owner of land within a 300 foot radius of the subject property, and any homeowners association or property owners association that represents any parcels within that area as shown on the county tax listings.
2. The Notice shall include the date, time, and location of the Neighborhood Meeting; the name of the Petitioner; the location of the proposed request (address, tax property identification number, or metes and bounds description); and an explanation of the nature of the request.
3. The Notice shall be deposited in the mail not less than ten (10) days nor more than 25 days before the date of the Neighborhood Meeting.
4. The applicant shall post a sign on the property with the Time, date, and location of the neighborhood meeting.

☒ Date of Notification Mailing: May 20, 2022

## Conduct of Meetings:

At the Neighborhood Meeting, the Petitioner shall explain the proposal and petition, answer any questions, respond to concerns neighbors have about the petition and proposed resolutions to these concerns. Town Staff will not attend the Neighborhood Meeting.

## Summary of Issues:

- Discussion of the process and timeline for rezoning application and development/construction
- Discussion of permitted uses, density, and dimensional standards in proposed zoning district
- Discussion of how the development will impact traffic
- Discussion of impacts from development to light pollution, stormwater runoff, surrounding property values, local wildlife

Changes made to the Petition by the Petitioner as a result of the meeting:

Added architectural and design guidelines for quality development

## Additional attachments required for the report:

- ☒ A listing of those persons and organizations that were sent notification about the Neighborhood Meeting.
- ☒ A copy of the signed attendance list that includes names and addresses of those in attendance.

## Neighborhood Meeting Report Prepared by:

Preparer's Signature(s)

Date

7/1/22

May 20, 2022

**Re: Notice of Neighborhood Meeting**

Neighboring Property Owners:

Parker Poe Adams & Bernstein LLP is inviting you to attend a neighborhood meeting on June 1, 2022 from 6–7pm. The purpose of the meeting is to discuss an upcoming application to rezone a parcel of land located at 2836 Piney Grove Wilbon Rd (PIN 0646469015) (the “Site”). Attached is a vicinity map showing the location of the Site. The Site is currently zoned Rural Residential (RR), and is proposed to be rezoned to Neighborhood Residential Conditional District (NR-CD) to allow for the development of an Active Adult (55+) Community. At the meeting, the Applicant will describe the nature of the proposed rezoning request and field any questions from the public.

The meeting will be held virtually. You can participate online via Zoom or by telephone. To participate in the Zoom online meeting:

|                                 |                                                         |
|---------------------------------|---------------------------------------------------------|
| Visit:                          | <a href="https://zoom.us/join">https://zoom.us/join</a> |
| Enter the following meeting ID: | 820 0915 3480                                           |
| Enter the following password:   | 124921                                                  |

To participate by telephone:

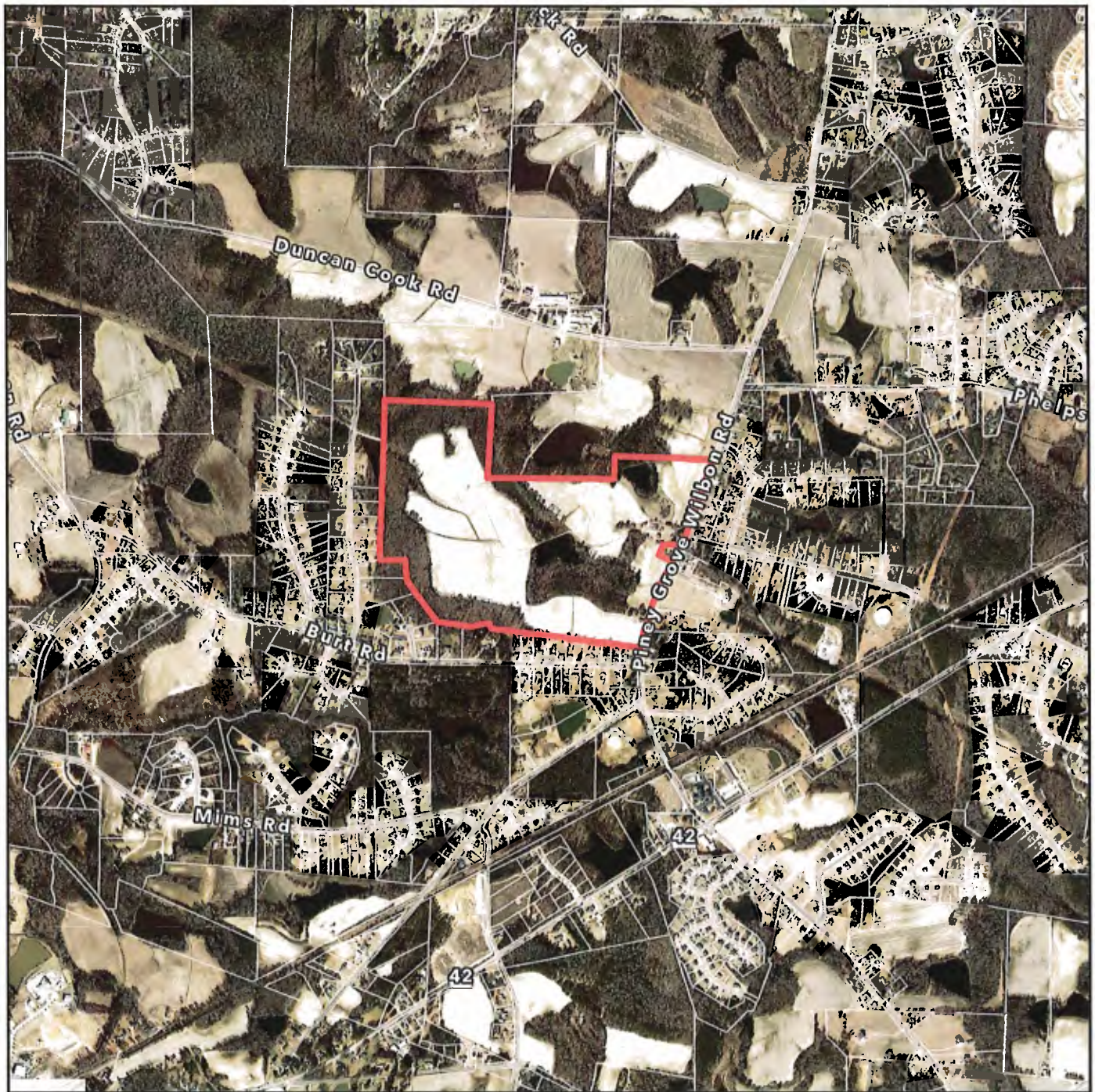
|                                 |                 |
|---------------------------------|-----------------|
| Dial:                           | 1 929 205 6099  |
| Enter the following meeting ID: | 820 0915 3480 # |
| Enter the Participant ID:       | #               |
| Enter the Meeting password:     | 124921 #        |

If you have any questions about this rezoning, please contact me at (919) 835-4023 or via email at [markfrederick@parkerpoe.com](mailto:markfrederick@parkerpoe.com).

Thank you,

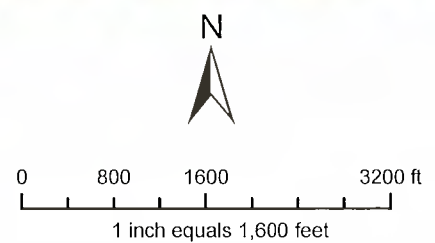
Mark D. Frederick





## 2836 Piney Grove Wilbon Road

### Vicinity Map



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



## Neighbor Notice List for Pre-Filing Neighborhood Meeting

Mail Address 3

**Owner**  
ACOSTA, JAYSON ACOSTA, LORIN JANAE  
ARTHUR, MICHAEL G ARTHUR, DONNA L  
BAKER, KENNETH BRETT BAKER, PHYLLIS GOSS  
BARRETT, ROBERT BARRETT, SANDRA  
BARTON, NICK D BARTON, JAIMEY N  
BAUCOM, MICHAEL C BAUCOM, JENNIFER Q  
BOYKIN, TERESA C  
BRITTON, JEFFREY  
BURGESS, JAMES RICHARD JR  
BUTTERFIELD, ALAN M BUTTERFIELD, NANCY HAYES  
CHAPMAN, JON R CHAPMAN, JEAN A  
CHRISTI, JOSEPH M  
CLEWIS, MARY CLEWIS, KENNETH SCOTT  
CONNOR, JAMES R CONNOR, GLENDA H  
COOK, DURWARD W COOK, PEGGIE B  
COOK, DURWOOD W COOK, PEGGY B  
CURTIS, BARBARA CURTIS, DOMINIC CHRISTOPHER  
DEAN, BILLY R DEAN, NANCY M  
DEAN, DIANE CRABTREE  
DRAKE, DEREK DRAKE, EUNICE  
DRAKE, JOHN R DRAKE, EUPHA P  
EICHELBERGER, TYLER J PRESNELL, JACQUELINE  
EL BAROUDI, AHMED M  
ERICKSON, MARIE E. ERICKSON, RICHARD  
EUCKER, BRADY C EUCKER, ASHLEY G  
FAW, THOMAS TODD FAW, SHERRY L  
FLORES, ALMA ROCI GALLARDO  
FORD, STEPHEN R  
FREDLEY, JAMES MARTIN SR  
GALATI, JOSEPH ANTHONY GALATI, JUANA ERIKA  
GARNER, JEAN UNDERWOOD  
GARNER, LARRY F GARNER, PEGGY J  
GARNER, ROYAL TRUETT II COVINGTON, KRISTIN JOY G  
GIRARDOT, DEREK S GIRARDOT, LYNDSEY B  
GIULIANI, STEPHEN THOMAS  
GLASS, BRETT A GLASS, GRACE L  
GLEASON, EDWARD ENOCH GLEASON, GRACE MARY  
GLIDEWELL, JAMES DAVID  
HAMMONDS, COLBY  
HAMMONDS, COLBY  
HARRIS, JACQUELINE BAIN  
HELDEBRANT, GORDON P

**Mail Address 1**

5912 BURT RD  
5908 BURT RD  
2713 PINEY GROVE WILBON RD  
3024 PINEY GROVE WILBON RD  
3005 PINEY GROVE WILBON RD  
2817 PINEY GROVE WILBON RD  
7009 STARCHASE LN  
PO BOX 1553  
7121 STARCHASE LN  
7112 STARCHASE LN  
6216 BURT RD  
2717 PINEY GROVE WILBON RD  
7100 STARCHASE LN  
5928 BURT RD  
5820 DUNCAN COOK RD  
5820 DUNCAN COOK RD  
7005 STARCHASE LN  
6008 BURT RD  
7205 STARCHASE LN  
600 LOMBARDY RD  
6200 BURT RD  
5904 BURT RD  
2804 KNIGHTWOOD RD  
7204 STARCHASE LN  
3001 HOLTTREE CT  
7000 STARCHASE LN  
3021 PINEY GROVE WILBON RD  
2825 PINEY GROVE WILBON RD  
7224 STARCHASE LN  
6017 BURT RD  
6012 BURT RD  
2805 PINEY GROVE WILBON RD  
2901 PINEY GROVE WILBON RD  
5901 BURT RD  
6956 RAWLS CHURCH RD  
5900 BURT RD  
7232 STARCHASE LN  
2709 PINEY GROVE WILBON RD  
PO BOX 1015  
PO BOX 1015  
3017 PINEY GROVE WILBON RD  
6208 BURT RD

**Mail Address 2**

FUQUAY VARINA NC 27526-9651  
FUQUAY VARINA NC 27526-9651  
FUQUAY VARINA NC 27526-8288  
FUQUAY VARINA NC 27526-7946  
HOLLY SPRINGS NC 27540-8129  
FUQUAY VARINA NC 27526-8289  
FUQUAY VARINA NC 27526-8253  
FUQUAY VARINA NC 27526-1553  
FUQUAY VARINA NC 27526-8255  
FUQUAY VARINA NC 27526-8254  
FUQUAY VARINA NC 27526-9657  
FUQUAY VARINA NC 27526-8288  
FUQUAY VARINA NC 27526-8254  
FUQUAY VARINA NC 27526-9651  
FUQUAY VARINA NC 27526-7900  
FUQUAY VARINA NC 27526-7900  
FUQUAY VARINA NC 27526-8253  
FUQUAY VARINA NC 27526-9653  
FUQUAY VARINA NC 27526-8257  
FUQUAY VARINA NC 27526-9619  
FUQUAY VARINA NC 27526-9657  
FUQUAY VARINA NC 27526-9651  
FUQUAY VARINA NC 27526-9616  
FUQUAY VARINA NC 27526-8256  
FUQUAY VARINA NC 27526-7120  
FUQUAY VARINA NC 27526-8252  
FUQUAY VARINA NC 27526-7947  
FUQUAY VARINA NC 27526-8289  
FUQUAY VARINA NC 27526-8256  
FUQUAY VARINA NC 27526-9654  
FUQUAY VARINA NC 27526-9653  
FUQUAY VARINA NC 27526-8289  
HOLLY SPRINGS NC 27540-8127  
FUQUAY VARINA NC 27526-9652  
FUQUAY VARINA NC 27526-6010  
FUQUAY VARINA NC 27526-9651  
FUQUAY VARINA NC 27526-8256  
FUQUAY VARINA NC 27526-8288  
HOLLY SPRINGS NC 27540-1015  
HOLLY SPRINGS NC 27540-1015  
FUQUAY VARINA NC 27526-7947  
FUQUAY VARINA NC 27526-9657

|                                                                     |                            |                             |
|---------------------------------------------------------------------|----------------------------|-----------------------------|
| HILLESLAND, JENNIFER L                                              | 7216 STARCHASE LN          | FUQUAY VARINA NC 27526-8256 |
| HOLLEMAN, MARJORIE CUTTS                                            | 5916 BURT RD               | FUQUAY VARINA NC 27526-9651 |
| HOLT, GARY E HOLT, BARBARA L                                        | 604 LOMBARDY RD            | FUQUAY VARINA NC 27526-9619 |
| HORTON, MICHAEL                                                     | 608 LOMBARDY RD            | FUQUAY VARINA NC 27526-9619 |
| HOWARD, MARK ALLAN JR                                               | 5909 BURT RD               | FUQUAY VARINA NC 27526-9652 |
| ILA J BAREFOOT FARMS INC                                            | 543 STONE CREEK RD         | FOUR OAKS NC 27524-8824     |
| JONES, ROBIN JONES, NEIL WAYNE                                      | 7117 STARCHASE LN          | FUQUAY VARINA NC 27526-8255 |
| JONES, WILLIE M JR JONES, SHERTONEY E                               | 7201 STARCHASE LN          | FUQUAY VARINA NC 27526-8257 |
| JOYCE M SAULS TRUST ENRIGHT, ROBERT A III TRUSTEE                   | 12621 NEW BRITTANY BLVD    | FORT MYERS FL 33907-3631    |
| KEITH, JEFFREY S KEITH, DARLENE S                                   | 7205 STARLIGHT CIR         | FUQUAY VARINA NC 27526-8294 |
| KING, LARRY W KING, PATRICIA W                                      | 5936 BURT RD               | FUQUAY VARINA NC 27526-9651 |
| KLEPPE, DUANE N KLEPPE, STACEY ANN                                  | 7032 STARCHASE LN          | FUQUAY VARINA NC 27526-8252 |
| KNUDSEN, THOMAS B KNUDSEN, CYNTHIA S                                | 7204 DUNCANS RIDGE WAY     | FUQUAY VARINA NC 27526-5864 |
| LAKIN, MARIAN ANTOINETTE S                                          | 5913 BURT RD               | FUQUAY VARINA NC 27526-9652 |
| MAIDON, SHERRY L                                                    | 612 LOMBARDY RD            | FUQUAY VARINA NC 27526-9619 |
| MASSEY, DANIEL F MASSEY, TERESA M                                   | 7001 STARCHASE LN          | FUQUAY VARINA NC 27526-8253 |
| MCGREGOR, ROBERT J MCGREGOR, PATRICIA L                             | 7004 STARCHASE LN          | FUQUAY VARINA NC 27526-8252 |
| MCLAURIN, BRAD WESLEY MCLAURIN, MELISSA STEPHENSON                  | 6144 BURT RD               | FUQUAY VARINA NC 27526-7313 |
| MCLAURIN, LARRY ALLEN MCLAURIN, BRENDA S                            | 6028 BURT RD               | FUQUAY VARINA NC 27526-9653 |
| MCLAURIN, PHILLIP B MCLAURIN, TERESA W                              | 6140 BURT RD               | FUQUAY VARINA NC 27526-9655 |
| MEADOWS, BRENDA S                                                   | 7133 STARCHASE LN          | FUQUAY VARINA NC 27526-8255 |
| MEADOWS, BRENDA SEWELL                                              | 7133 STARCHASE LN          | FUQUAY VARINA NC 27526-8255 |
| MICHAEL A KAMMER SR AND CAROL A KAMMER LIVING TRUS SPLINTER, MARTIN | 1522 S WILTON RD           | FUQUAY VARINA NC 27526-8255 |
| MORGAN, JONATHAN D SR MORGAN, SHERRY R                              | 6104 BURT RD               | TACOMA WA 98465-1033        |
| MULLEN, PATRICK T MULLEN, SHARON L                                  | 7132 STARCHASE LN          | FUQUAY VARINA NC 27526-9655 |
| MYERS, MERRILL W TRUSTEE MERRILL W MYERS REVOCABLE TRUST            | 5512 HICKORY LEAF DR       | FUQUAY VARINA NC 27526-8254 |
| NORTON, BRADLEY A NORTON, TONYA D                                   | 6013 BURT RD               | RALEIGH NC 27606-9500       |
| PARNELL, RONALD W PARNELL, ROBIN T                                  | 3025 PINEY GROVE WILBON RD | FUQUAY VARINA NC 27526-9654 |
| PARROTT, AMANDA PENNINGTON                                          | 2705 FLEMING RD            | FUQUAY VARINA NC 27526-7947 |
| PATTERSON, MICHAEL B PATTERSON, MEGAN B                             | 616 LOMBARDY RD            | FUQUAY VARINA NC 27526-7969 |
| PECORELLA, LINDA FOUTZ, PENNY PECORELLA                             | 7108 STARCHASE LN          | FUQUAY VARINA NC 27526-9619 |
| PRACTICAL PROPERTIES LLC                                            | 116 W ACADEMY ST           | FUQUAY VARINA NC 27526-8254 |
| PRINCE, RHONDA JEAN                                                 | 5700 STONE CRYSTAL DR      | FUQUAY VARINA NC 27526-2103 |
| REVELS, BOBBY JOE REVELS, RUBY M                                    | 6217 BURT RD               | FUQUAY VARINA NC 27526-7994 |
| ROSLER, ANDREW THOMAS                                               | 7200 STARCHASE LN          | FUQUAY VARINA NC 27526-9658 |
| SAINZ, GLENDA JO BROWN SAINZ, MANUEL BENITO                         | 7012 STARCHASE LN          | FUQUAY VARINA NC 27526-8256 |
| SALINAS, MARIA AUXILIADORA GUILL JARAMILLO, ALEJANDRO CAMACHO       | 2800 KNIGHTWOOD RD         | FUQUAY VARINA NC 27526-8252 |
| SAVINO, DANIEL I. GONZALEZ, PAULA MARIE                             | 7212 STARCHASE LN          | FUQUAY VARINA NC 27526-9616 |
| SCHNEIDER, DEBRA A                                                  | 2809 PINEY GROVE WILBON RD | FUQUAY VARINA NC 27526-8256 |
| SEXTON, VICTORIA R                                                  | 7109 STARCHASE LN          | FUQUAY VARINA NC 27526-8289 |
| SHEEHAN, CONNOR T                                                   | 2813 PINEY GROVE WILBON RD | FUQUAY VARINA NC 27526-8255 |
| SNEED, HERBERT SNEED, BETTY                                         | 273 LAKE POINTE DR         | FUQUAY VARINA NC 27526-8289 |
| STEWART, JERRY R STEWART, GWENDOLYN D                               | 6000 BURT RD               | FUQUAY VARINA NC 27526-7155 |
| STREIB, NELSON R STREIB, ELLEN W                                    | 7213 STARCHASE LN          | FUQUAY VARINA NC 27526-9653 |
| TESKE, TIFFANY DUKE, CONOR                                          | 7124 STARCHASE LN          | FUQUAY VARINA NC 27526-8257 |
| TUNSTALL, WARREN THADDEUS JR LESHAR, RETHA CAROL                    | 7024 STARCHASE LN          | FUQUAY VARINA NC 27526-8254 |
|                                                                     |                            | FUQUAY VARINA NC 27526-8252 |

|                                                           |                            |                             |
|-----------------------------------------------------------|----------------------------|-----------------------------|
| TURNER, JIMMY RAY TURNER, RACHEL B                        | 2929 PINEY GROVE WILBON RD | HOLLY SPRINGS NC 27540-8127 |
| VEASEY, CHRISTOPHER SCOTT VEASEY, JEANNA B                | 969 JUDD RD                | FUQUAY VARINA NC 27526      |
| VELEZ, DAVID III VELEZ, HAILEY                            | 5925 BURT RD               | FUQUAY VARINA NC 27526-9652 |
| VONUNRUH, BRANDON ALEXANDER SCHAUVILLER, CORALIE NATHALIE | 7201 STARLIGHT CIR         | FUQUAY VARINA NC 27526-8294 |
| WARD, MATTHEW W WARD, BATHSHEBA R                         | 5929 BURT RD               | FUQUAY VARINA NC 27526-9652 |
| WEAVER, WOODY ELVIN JR                                    | 5921 BURT RD               | FUQUAY VARINA NC 27526-9652 |
| WILLIAMS, LARRY ALAN WILLIAMS, MARYANN S                  | 7105 STARCHASE LN          | FUQUAY VARINA NC 27526-8255 |
| WOLTZ, JESSICA H                                          | 5937 BURT RD               | FUQUAY VARINA NC 27526-9652 |
| WOOD, JAMES HAROLD                                        | 222 CEDAR CHASE LN         | FUQUAY VARINA NC 27526-4224 |
| WORDEN, PAUL M WORDEN, DEBORAH L                          | 2909 PINEY GROVE WILBON RD | HOLLY SPRINGS NC 27540-8127 |

Neighborhood Meeting Attendance Roster  
Elliott Farm Rezoning  
June 1, 2022

1. Mark Frederick\*
2. Jeff Westmoreland\*
3. Jordan Brewer\*
4. Larry Williams
5. Mary Clewis
6. Justin Price
7. Sherry Maidon
8. Linda Pecorella
9. Perry Verille
10. Tom Knudson
11. Neil Jones
12. Mike Kammer
13. Carol Kammer
14. Jim Turner
15. Rachel Turner
16. Erinn Schneider
17. Mel Elliott
18. Deby Schneider
19. Edward Gleason
20. Joe Christi
21. Ragan Lawson
22. Connor Sheehan
23. Darryl Meeks
24. Coralie Schauviller
25. Brandon Vonunruh
26. Audra Holland

\* Members of development team

# AFFIDAVIT OF OWNER NOTIFICATION



The following Affidavit of Owner Notification shall be provided at time of petition submittal if the Applicant is requesting a Zoning Map Change for property(s) he/she does not own at the time of the petition submission.

The following form or a separately prepared document in substantially the same form may be used for submitting the Notice of the requested Zoning Map Change and the public hearing in association with a request for a Zoning Map Change to the property owner(s). **The form must be sent to the owner(s) via certified mail.** This Affidavit is to be signed by the Applicant of the requested Zoning Map Change and have attached thereto the USPS green certified mail receipt and a copy of the form sent to the owner(s) to ensure that all record owners of the property have been notified by the Applicant(s).

For DS Use only  
Project # \_\_\_\_\_  
Date Received: \_\_\_\_\_

## AFFIDAVIT

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

I hereby certify to the Town of Holly Springs that the owner of the property described by Wake County Real Estate ID 0020655 and PIN 0646469015 was served the notification attached to this Affidavit indicating the requested zoning map change petition and public hearing date and time. As evidence of the service of the notification, I hereby attach the return receipt from the certified mailing of this notice.

This the 1 day of July, 20 22.

Applicant Signature [Signature]

Printed name of Applicant Mark Frederick

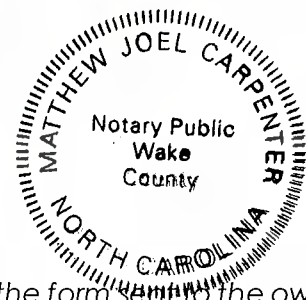
## NOTARY STATEMENT

Sworn to and subscribed before me the 1 day of July, 20 22.

Notary Public in and for the State of North Carolina. My Commission expires: 2/7/2024

[Signature] / Matthew J. Carpenter  
Notary Public Printed

Seal



Attached thereto the USPS green certified mail receipt and a copy of the form sent to the owner(s)





**Mark D. Frederick**  
*Associate*  
Direct Line: 919.835.4023  
markfrederick@parkerpoe.com

Atlanta, GA  
Charleston, SC  
Charlotte, NC  
Columbia, SC  
Greenville, SC  
Raleigh, NC  
Spartanburg, SC  
Washington, DC

\_\_\_\_\_, 2022

**VIA CERTIFIED MAIL**

Grace Marie Elliott  
133 Raleigh Street  
Holly Springs, NC 27540

Re: Proposed Rezoning of 2836 Piney Grove Wilbon Road, PIN 0646469015  
(the "Property")

Dear Grace:

As you know, we have requested that the Town of Holly Springs (the "Town") rezone your Property from Rural Residential (RR) to Neighborhood Residential Conditional District (NR-CD). The public hearing before the Town Council is scheduled for \_\_\_\_\_, 2022 at 7:00 PM.

If you have any questions about the public hearing or the rezoning case, you can reach out to me directly or to the Town of Holly Springs Development Services at (919) 557-3908.

Sincerely,

Mark D. Frederick



**Mark D. Frederick**  
*Associate*  
Direct Line: 919.835.4023  
markfrederick@parkerpoe.com

Atlanta, GA  
Charleston, SC  
Charlotte, NC  
Columbia, SC  
Greenville, SC  
Raleigh, NC  
Spartanburg, SC  
Washington, DC

\_\_\_\_\_, 2022

**VIA CERTIFIED MAIL**

Melick and Carol Elliott  
300 Kite Drive  
Fuquay Varina, NC 27526

Re: Proposed Rezoning of 2836 Piney Grove Wilbon Road, PIN 0646469015  
(the "Property")

Dear Melick and Carol:

As you know, we have requested that the Town of Holly Springs (the "Town") rezone your Property from Rural Residential (RR) to Neighborhood Residential Conditional District (NR-CD). The public hearing before the Town Council is scheduled for \_\_\_\_\_, 2022 at 7:00 PM.

If you have any questions about the public hearing or the rezoning case, you can reach out to me directly or to the Town of Holly Springs Development Services at (919) 557-3908.

Sincerely,

Mark D. Frederick



**Mark D. Frederick**  
*Associate*  
Direct Line: 919.835.4023  
markfrederick@parkerpoe.com

Atlanta, GA  
Charleston, SC  
Charlotte, NC  
Columbia, SC  
Greenville, SC  
Raleigh, NC  
Spartanburg, SC  
Washington, DC

\_\_\_\_\_, 2022

**VIA CERTIFIED MAIL**

Augustus and Karen Elliott  
232 Woodrow Avenue  
High Point, NC 27262

Re: Proposed Rezoning of 2836 Piney Grove Wilbon Road, PIN 0646469015  
(the "Property")

Dear Augustus and Karen:

As you know, we have requested that the Town of Holly Springs (the "Town") rezone your Property from Rural Residential (RR) to Neighborhood Residential Conditional District (NR-CD). The public hearing before the Town Council is scheduled for \_\_\_\_\_, 2022 at 7:00 PM.

If you have any questions about the public hearing or the rezoning case, you can reach out to me directly or to the Town of Holly Springs Development Services at (919) 557-3908.

Sincerely,

Mark D. Frederick

# AFFIDAVIT OF OWNER CONSENT



If the Owner(s) of the subject property is giving authorization for another person to apply for a General Use or Conditional Zoning District on their property, this affidavit must be completed and signed by all record owners of the subject property.

The persons listed below do hereby appear before a Notary Public and swear or affirm that they are the legal owners of the described property, and further give authorization to:

**Mark Frederick, Parker Poe Adams & Bernstein LLP**

**Jeff Westmoreland, Toll Bros., Inc.,**

to submit a Petition for Zoning Map Change for my (our) property from

Rural Residential (RR) to Neighborhood Residential Conditional District (NR-CD)  
(Current Zoning District) (Proposed Zoning District)

and to offer additional use and/or standard restrictions as a part of the request for a Conditional Zoning District.

Signature of Owner(s):

Grace Marie Elliott Trustee

Grace Marie Elliott (trustee, Grace Marie Elliott Irrevocable Trust)

Wake County PIN/REID:

0646469015 / 0020655

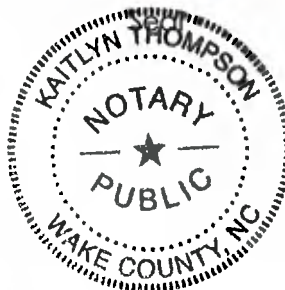
State of North Carolina  
County of Wake

Sworn to and subscribed before me the 21<sup>st</sup> day of June, 2022.

Notary Public in and for the State of North Carolina. My Commission expires: 11/28/2026

Kaitlyn Thompson  
Notary Public

Kaitlyn Thompson  
Printed



# AFFIDAVIT OF OWNER CONSENT



If the Owner(s) of the subject property is giving authorization for another person to apply for a General Use or Conditional Zoning District on their property, this affidavit must be completed and signed by all record owners of the subject property.

The persons listed below do hereby appear before a Notary Public and swear or affirm that they are the legal owners of the described property, and further give authorization to:

**Mark Frederick, Parker Poe Adams & Bernstein LLP**

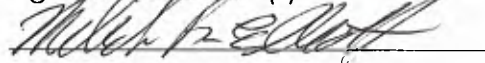
**Jeff Westmoreland, Toll Bros., Inc.,**

to submit a Petition for Zoning Map Change for my (our) property from

Rural Residential (RR) \_\_\_\_\_ to \_\_\_\_\_ Neighborhood Residential Conditional District (NR-CD)  
(Current Zoning District) (Proposed Zoning District)

and to offer additional use and/or standard restrictions as a part of the request for a Conditional Zoning District.

Signature of Owner(s):



Melick B. Elliott



Carol W. Elliott

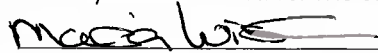
Wake County PIN/REID:

0646469015 / 0020655

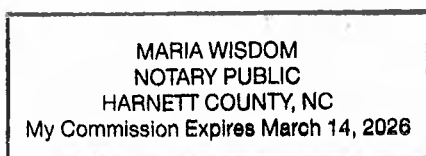
State of NC  
County of Wake

Sworn to and subscribed before me the 21<sup>st</sup> day of June, 2022.

Notary Public in and for the State of North Carolina. My Commission expires: March 14, 2026

 / Maria Wisdom  
Notary Public Printed

Seal



# AFFIDAVIT OF OWNER CONSENT



If the Owner(s) of the subject property is giving authorization for another person to apply for a General Use or Conditional Zoning District on their property, this affidavit must be completed and signed by all record owners of the subject property.

The persons listed below do hereby appear before a Notary Public and swear or affirm that they are the legal owners of the described property, and further give authorization to:

**Mark Frederick, Parker Poe Adams & Bernstein LLP**

**Jeff Westmoreland, Toll Bros., Inc.,**

to submit a Petition for Zoning Map Change for my (our) property from

For DS Use only

Project # \_\_\_\_\_

Date Received: \_\_\_\_\_

Rural Residential (RR) \_\_\_\_\_ to \_\_\_\_\_ Neighborhood Residential Conditional District (NR-CD)  
(Current Zoning District) (Proposed Zoning District)

and to offer additional use and/or standard restrictions as a part of the request for a Conditional Zoning District.

Signature of Owner(s):

Augustus G. Elliott III

Augustus G. Elliott III

Karen A. Elliott

Karen A. Elliott

Wake County PIN/REID:

0646469015 / 0020655

State of North Carolina  
County of Guilford

Sworn to and subscribed before me the 22<sup>nd</sup> day of June, 2022.

Notary Public in and for the State of North Carolina. My Commission expires: 11/15/2025

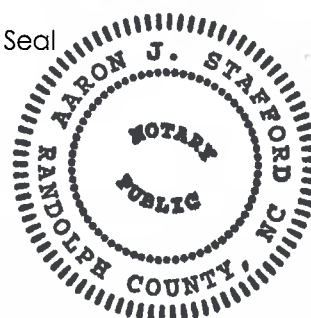
Aaron J. Stafford

Notary Public

Aaron J. Stafford

Printed

Seal



**Exhibit A**  
to the Elliott Farm Rezoning Application

**Project Description**

The applicant is requesting the property be rezoned to Neighborhood Residential Conditional District (NR-CD) to facilitate the development of an age restricted, residential community with a mix of detached and attached single family dwellings.

**Contact Information**

**Project Applicant/Contact**

Developer: Toll Bros., Inc.,  
c/o Mark Frederick, Parker Poe Adams & Bernstein, LLP  
301 Fayetteville Street, Suite 1400  
Raleigh, NC 27601  
919-835-4023  
[MarkFrederick@parkerpoe.com](mailto:MarkFrederick@parkerpoe.com)

**Property Owner Contact**

Grace Marie Elliott Irrevocable Trust  
c/o Grace Marie Elliott  
133 Raleigh Street  
Holly Springs, NC 27540

Augustus and Karen Elliott  
232 Woodrow Avenue  
High Point, NC 27262

Melick and Carol Elliott  
300 Kite Drive  
Fuquay Varina, NC 27526

# ELLIOTT FARM

---

## CONSISTENCY STATEMENT

A PLANNED ACTIVE ADULT COMMUNITY IN  
HOLLY SPRINGS, NORTH CAROLINA

***Toll Brothers***  
AMERICA'S LUXURY HOME BUILDER®

PPAB 8675534v1



# ELLIOTT FARM

Holly Springs, NC



SUBMITTED TO



The Town of Holly Springs  
128 S Main Street  
Holly Springs, NC 27540

PREPARED FOR



Toll Bros., Inc.,  
900 Perimeter Park Drive, Suite B3  
Morrisville, NC 27560

PREPARED BY



Parker Poe Adams & Bernstein LLP  
301 Fayetteville Street, Suite 1400  
Raleigh, NC 27601



Kimley-Horn and Associates, Inc  
300 S Main Street, Suite 212  
Holly Springs, NC 27540

## TABLE OF CONTENTS

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**ITEMS NOT DIRECTLY ADDRESSED WITHIN THIS MANUAL WILL DEFER TO THE CURRENT  
TOWN OF HOLLY SPRINGS UNIFIED DEVELOPMENT ORDINANCE  
IN PLACE AT THE TIME OF DEVELOPMENT PLAN SUBMITTAL**

**SPECIFIC REFERENCES SHALL FOLLOW THE EQUIVALENT ADOPTED ORDINANCE IF THE  
REFERENCED SECTION IS NO LONGER APPLICABLE**

## PROJECT OVERVIEW

This document and the accompanying exhibits submitted herewith (collectively, the “Rezoning”) are provided pursuant to Town of Holly Springs Unified Development Ordinance (“UDO”) provisions for Conditional Zoning Districts. This Rezoning addresses the development of approximately 149 acres located at 2836 Piney Grove Wilbon Road, on the west side of Piney Grove Wilbon Road and approximately a quarter mile south of Duncan Cook Road. The property is comprised of one tax parcel, PIN 0646469015 (the “Property”). The Property is within the Town’s Extra Territorial Planning jurisdiction.

This Rezoning proposes to rezone the Property to Neighborhood Residential Conditional District (NR-CD) to allow the development of an active adult (age 55+) community. The community will include a mix of high-quality housing types and community amenities to serve the Town’s growing and increasingly diverse population. Thoughtful building design and site layout will ensure that the community is well integrated with the environmental features on the Property. The community will be linked by gathering areas, open spaces, and walking trails. Tree preservation areas and landscaped buffers will provide appropriate transitions to the surrounding properties.

The design standards applicable to the Property are largely informed by the age restriction applicable to the residential uses, which requires a minimum of 80% of all occupied units to have at least one resident age 55 or older. Active adult communities have several key characteristics that differentiate the residential homes and overall community from more traditional, ‘market-rate’ neighborhoods. Residential floor plans have most of the living space on the first floor, with some limited additional loft space on a second floor. In general, these communities are highly amenitized, with central community amenity, walking trails/sidewalks, and connected open spaces. These characteristics tend to support an arrangement of ‘public’ space in the front of homes and along the streetscape, with ‘private’ space associated with the back portions of residential lots.

One of the primary features of residential floor plans in active adult communities are first floor primary bedroom suites. These are commonly located to the rear of the house to provide privacy for the owners and to separate these areas from the main guest entry at the front door. This space is often adjacent to living room or family gathering spaces that provide both visual and direct physical connections to the private backyard outdoor space.

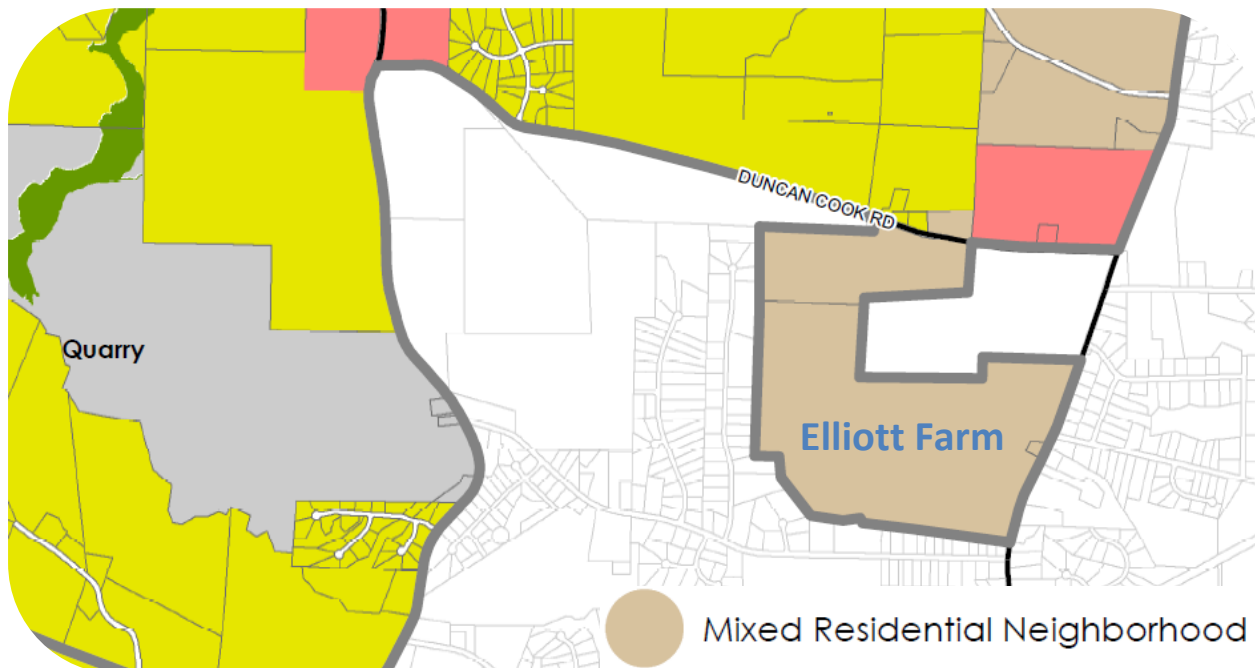
In addition to the configuration of interior spaces, the relationship between outdoor grading and finished floor elevations is an important component within active adult communities. Grading within individual residential lots is important in order to minimize steep slopes and sharp transitions within the lot area. This includes driveways and open lawn areas. For the homes themselves, a slab on grade foundation is typical to minimize the number of potential steps into the home; both at the front entrances and along the rear connections to porches, patios, and other private outdoor spaces.

## CONSISTENCY STATEMENT

### A. FUTURE LAND USE & COMMUNITY CHARACTER

The Future Land Use Map (the “FLUM”) designates the Property as a Mixed Residential Neighborhood. As described in the Town’s Comprehensive Plan, (“Comp Plan”), a Mixed Residential Neighborhood includes several housing types – single dwelling detached, single dwelling attached, and multi-dwelling – that provide a range of home choices (densities) in the same neighborhood. New Mixed Residential Neighborhoods should include a comprehensive and connected network of open space that provide gathering space; preserve large tree stands; and help manage stormwater run-off. These neighborhoods are organized around a neighborhood-scale park which can serve as a central gathering space, within a five-minute walk of all homes. Smaller open spaces like pocket parks and community gardens are distributed throughout the neighborhood, within a shorter walk of homes. Comp Plan, p. 44.

This Rezoning is consistent with the Mixed Residential Neighborhood FLUM designation, which recommends NR zoning. Under the proposed zoning, a mix of duplex and single family detached dwellings will provide the recommended range of home choices. The proposed community will be connected through a comprehensive network of sidewalks and walking trails, linking the dwellings to the open spaces, gathering areas, and community amenities.



## **B. TRANSPORTATION/COMPREHENSIVE TRANSPORTATION PLAN**

The Town adopted an updated Comprehensive Transportation Plan on May 17, 2022 (the “Transportation Plan”). The Transportation Plan designates Piney Grove Wilbon Road as a 4-lane, median divided Thoroughfare. Transportation Plan p. 132. It also calls for a sidepath along the Property’s frontage on Piney Grove Wilbon Road. Transportation Plan p. 53. According to the Town’s UDO, this Rezoning shall dedicate and construct the sidepath and half of the ultimate cross section recommended by the Transportation Plan for Piney Grove Wilbon Road along the Property’s frontage. The Rezoning also proposes an internal street network that includes sidewalks and walking trails throughout the community to promote alternative forms of transportation.

A Traffic Impact Analysis (“TIA”) has been performed in connection with this Rezoning and in accordance with the Town’s Traffic Study Policy. Recommended improvements by the TIA shall be designed and constructed according to Town standards, subject to the NCDOT and Town review and approval.

## **C. PARKS, RECREATION & OPEN SPACE/BEYOND THE GREEN: A PARKS & RECREATION MASTER PLAN**

The project is consistent with the goals and themes of the Parks, Recreation, and Greenways Master Plan (the “Parks Plan”). The Greenways Map and Park Search Areas Map do not propose a greenway or park in the vicinity of the Property. However, the Future Active Transportation Map does identify a proposed sidepath along Piney Grove Wilbon Road. This Rezoning includes a 10’ sidepath with the required street frontage improvements along Piney Grove Wilbon Road. In addition, this Rezoning proposes an internal network of sidewalks and walking trails throughout the community in order to connect open spaces and gathering places and enhance pedestrian mobility within the community.

## **D. COMMUNITY FACILITIES**

As discussed above, the project will feature public sidewalks, walking trails, and publicly accessible open spaces throughout. The project will be organized in blocks where practical, anchored by plazas and community gathering spaces. The project will also feature an amenity area that includes a clubhouse and related features such as a pool, pickleball courts, or equivalent elements.

## **E. INFRASTRUCTURE AND UTILITIES**

The Property will be annexed into the Town and be served by Town water and sewer services. A Sanitary Sewer Evaluation and Water System Evaluation are being completed with this Rezoning. It is anticipated that a connection to the existing 30” water main will be made at Duncan Cook. A parallel water main will be extended to the site and across the site frontage. It is anticipated that 2 water connections to the parallel water main in Piney Grove-Wilbon will be made. A

stub for future extension north along Piney Grove-Wilbon and west to Duncan Cook will also be provided. A lift station is proposed on site for sanitary sewer, with a force main routed through Piney Grove-Wilbon and eventually to the Basal Creek Pump Station. If needed, additional analysis will be performed regarding other viable options to service the site, including the Honeycutt Pump Station and the Trotter Bluffs gravity outfall. This development shall also comply with the Town's requirements related to the fiber optic network and water metering network.

#### **F. NATURAL RESOURCES**

The project will meet or exceed minimum requirements for open space, tree preservation area, and active recreation area in UDO Section 4. There is an existing stream system located near the west and north Property boundaries, including three existing ponds near the center of the Property. The streams and ponds will be appropriately buffered as required by the NC Department of Environmental Quality ("NCDEQ"), and no development or construction will occur within the riparian buffer without first obtaining authorization from NCDEQ. The Master Plan also identifies tree preservation areas on the Property that are currently forested in order to minimize disturbance of the existing environmental features.



## DESIGN GOALS

The project will incorporate and/or achieve the following design goals as described in UDO Section 2.4.3.A.

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 features.

The topography on the site is rolling and slopes down from a ridge along Piney Grove Wilbon Road to a low point in the northwest corner of the property. Mass Grading will be utilized across the developed areas of the site. With these areas largely corresponding to the open field areas on the site, the mass grading can still be accomplished while meeting the tree save area requirements. In general, the steeper slopes on the site are mostly within existing wooded areas which will have limited grading.

Additionally, as discussed above, there is an existing stream and three ponds on the Property. The stream and ponds will be appropriately buffered and incorporated into the design of the Master Plan's open spaces and in some places activated with walking trails.

The significant area of tree preservation area on the Master Plan is primarily located on existing wooded features, which will allow the preservation of these existing natural features. These areas will also function as a significant buffer area between the proposed development and the existing neighborhoods to the west and south.

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.

The Property is located on the outer edge of the Town's Extraterritorial Jurisdiction, where low density residential uses have developed over time in a way that recognizes the existing natural features and historical agricultural uses. This Rezoning retains these elements by incorporating the Property's existing natural features into a low-density residential neighborhood, while recognizing the need for additional housing supply as the area continues to grow.

3. Development of pedestrian oriented communities; development of traditional style neighborhoods.

This Rezoning will incorporate several features to create a pedestrian oriented community. The internal street network is proposed in a grid with small blocks, while also acknowledging and working around the existing environmental features on the Property. These sidewalk lined streets, the amenity areas, and the



preserved natural areas, are all connected by walking trails that provide a well-connected, cohesive pedestrian network throughout the community.

4. [Development of communities that are visually and functionally connected to one another.](#)

This Rezoning will facilitate development and residential density that is strategically located across the site to ensure compatibility with surrounding land uses. More dense residential products are located along Piney Grove Wilbon Road and transition to lower intensities towards existing residential neighborhoods to the south and west. Street stubs are provided to vacant adjacent properties where feasible without the disturbance of existing natural features.

5. [Protection of significant watershed areas in order to preserve water quality.](#)

The Property is not located in a critical or water supply watershed. It is located within the Cape Fear Basin and will be subject to stormwater regulations for this watershed. Stormwater design will comply with Town of Holly Springs and State requirements. The site will not increase the peak flows from pre-development conditions for the 1-year, 24-hour storm event and will treat total nitrogen as required by the Town of Holly Springs.

6. [Creativity and imagination in the process of development.](#)

The project will feature a creative and thoughtful integration of the community with the existing natural features. Walking trails and gathering spaces are thoughtfully positioned throughout the community.

7. [Unique architecture or sustainable design.](#)

In addition to the thoughtful and creative site layout, Elliott Farm will provide distinctive architecture with notable quality and craftsmanship throughout the exterior and interior of homes. The new one and two-story floor plans are thoughtfully designed with modern, open concept floor plans, well-appointed kitchens, and spacious living areas that flow seamlessly to covered patios for outdoor living and entertaining.

In addition, all individual units are to be pre-configured with conduit for a solar energy system, and all garages will include wiring and an outlet for the future connection of electric vehicle charging equipment. In addition, common open space and amenity areas will be designed with native and locally adapted landscape plants, including pollinator species where appropriate.

8. [Efficient, aesthetic, and desirable use of open space.](#)

The project will meet, if not exceed, the required area of open space and/or recreation area. Existing natural features, such as the streams, ponds, and

forested areas are integrated into the community and connected by sidewalks and walking trails that wind through the development.

9. [Variety in housing types and physical development patterns.](#)

The community will feature various product types, as well as various lot sizes across the community. The mix of product types and lot sizes are organized across the development in a way that promotes a sense of community.

10. [Special considerations for property with a unique history or outstanding physical features.](#)

The proposed zoning recognizes the existing natural features on the site and ensures these features are well integrated into the community as amenities.

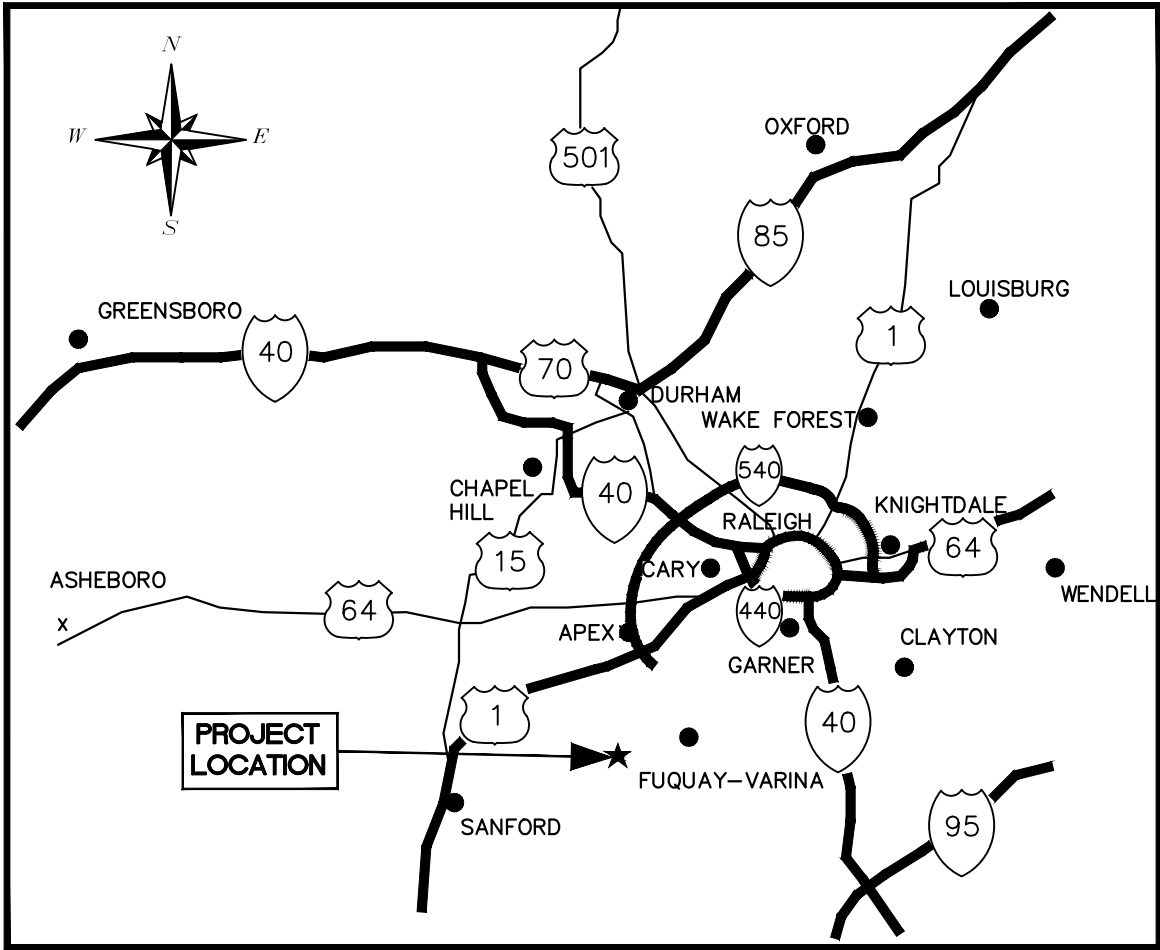


CONDITIONAL DISTRICT REZONING  
SUBMITTAL FOR  
ELLIOTT FARM  
RESIDENTIAL

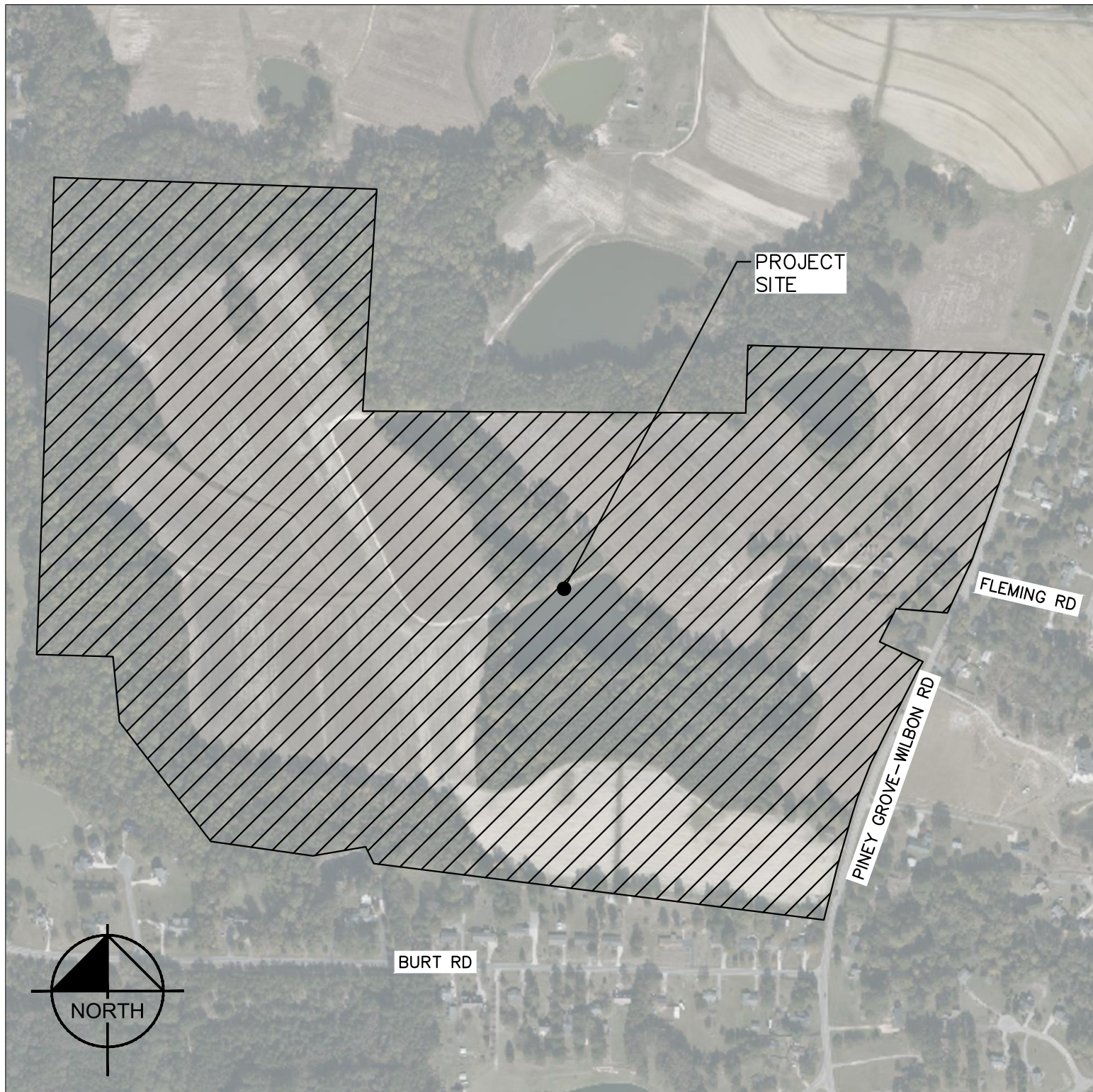
2836 PINEY GROVE WILBON RD.  
HOLLY SPRINGS, NC 27526-2113

PIN: 0646469015

22-REZ-07 / PLREZ202200190



PROJECT LOCATION  
NTS



VICINITY MAP  
SCALE: 1" = 500'

PROJECT OWNER AND CONSULTANT INFORMATION

DEVELOPER

TOLL BROTHERS, INC.  
JEFF WESTMORELAND  
900 PERIMETER PARK DRIVE, SUITE B3  
MORRISVILLE, NC 27560  
PHONE: 919-801-6851

SURVEYOR

PARKER POE, LLP  
SURVEYING AND MAPPING, LLC.  
JOSHUA LEONARD  
2641-116 SUMNER BLVD.  
RALEIGH, N.C. 27616  
PHONE: 720-236-2777

OWNER

ELLIOTT, AUGUSTUS G III GRACE-MARIE ELLIOTT GILCHRIST  
IRREVOCABLE TRUST  
MELICK B ELLIOTT  
300 KITE DR  
FUQUAY VARINA NC 27526-2113

CIVIL ENGINEERING CONSULTANT

KIMLEY-HORN AND ASSOCIATES, INC.  
KATIE WITT, P.E.  
300 S MAIN STREET, SUITE 212  
HOLLY SPRINGS, NC 27540  
PHONE: 984-275-3559

ATTORNEY

PARKER POE, LLP  
MARK FREDERICK  
301 FAYETTEVILLE STREET, SUITE 1400  
RALEIGH, N.C. 27601  
PHONE: 919-835-4023

SHEET LIST TABLE

| Sheet Number | Sheet Title                                 |
|--------------|---------------------------------------------|
| C0.0         | COVER SHEET                                 |
| C1.0         | EXISTING SITE                               |
| C2.0         | CONCEPT PLAN/TRANSPORTATION & MOBILITY PLAN |
| C3.0         | OVERALL UTILITY PLAN                        |
| C4.0         | OVERALL GRADING AND DRAINAGE PLAN           |
| C5.0         | OPEN SPACE & PRESERVATION PLAN              |
| L1.0         | LANDSCAPE PLAN                              |
| L2.0         | LANDSCAPE DETAILS                           |

SITE DATA TABLE

|                                  |                                                                                                                                                                |
|----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PARCEL NUMBER:                   | 646469015                                                                                                                                                      |
| PARCEL ACREAGE:                  | 149.25 ACRES                                                                                                                                                   |
| CURRENT ZONING:                  | RURAL RESIDENTIAL (RR)                                                                                                                                         |
| PROPOSED ZONING:                 | NEIGHBORHOOD RESIDENTIAL CONDITIONAL DISTRICT (NR-CD)                                                                                                          |
| CURRENT LAND USE:                | SINGLE FAMILY RESIDENTIAL                                                                                                                                      |
| PROPOSED LAND USE:               | SINGLE FAMILY RESIDENTIAL (ATTACHED AND DETACHED)                                                                                                              |
| FUTURE LAND USE MAP DESIGNATION: | MIXED RESIDENTIAL NEIGHBORHOOD                                                                                                                                 |
| MAXIMUM HEIGHT:                  | 35'                                                                                                                                                            |
| NUMBER OF UNITS                  | 325 MAXIMUM                                                                                                                                                    |
| DWELLING UNITS PER ACRE          | 2.19 MAXIMUM                                                                                                                                                   |
| REQUIRED SETBACKS:               | REFER TO DESIGN MANUAL                                                                                                                                         |
| REQUIRED BUFFERYARDS:            | 5' TYPE "A" BUFFER                                                                                                                                             |
| REQUIRED OPEN SPACE              | FLEXIBLE AREA = 5% (7.5 ACRES)<br>RECREATIONAL AREA = 5% (7.5 ACRES)<br>TREE PRESERVATION = 20% (29.9 ACRES)<br>TOTAL = 30% (44.8 ACRES)                       |
| PROVIDED OPEN SPACE              | FLEXIBLE AREA = 5-6% (7.5-9 ACRES)<br>RECREATIONAL AREA = 5-6% (7.5-9 ACRES)<br>TREE PRESERVATION = 20-25% (29.9-37 ACRES)<br>TOTAL = 30-39% (44.8-58.2 ACRES) |

NOTES

1. WETLAND AND STREAM IMPACTS ARE ANTICIPATED AND WILL REMAIN UNDER 0.5 ACRES IN ORDER TO QUALIFY FOR NATIONWIDE PERMIT
2. OPEN SPACE AREAS ARE CONCEPTUAL AND WILL BE FINALIZED DURING DETAILED DESIGN
3. THE TOWN REQUIRES, PURSUANT TO N.C.G.S. 160D-804, THE DEDICATION AND CONSTRUCTION OF STREETS AND RIGHTS OF WAY, AS SHOWN IN THE APPROVED COMPREHENSIVE TRANSPORTATION PLAN AND THE APPROVED TRAFFIC IMPACT ANALYSIS, TO CREATE CONDITIONS ESSENTIAL TO PUBLIC HEALTH, SAFETY, AND THE GENERAL WELFARE. A REZONING MAY BE DELAYED UNTIL SUCH TIME AS NECESSARY TRANSPORTATION IMPROVEMENTS (TO INCLUDE OFFSITE IMPROVEMENTS) MAY BE MADE, UNLESS THE TOWN AND THE DEVELOPER CAN ENTER INTO AGREEMENTS TO ACCELERATE THE TIME FOR COMPLETION OF THESE NEEDED IMPROVEMENTS.
4. THE TOWN REQUIRES CERTAIN FEES TO BE PAID UPON DEVELOPMENT OF LAND AND FOR THE GRANTING OF A BUILDING PERMIT. SAID FEES ARE LISTED IN THE TOWN'S ANNUAL BUDGET, AND WITH THIS REZONING THE DEVELOPER AGREES HE/SHE (I) IS FAMILIAR WITH THESE FEES, (II) DOES NOT DISPUTE THE REASONABLENESS OF THESE FEES AS SET FORTH IN THE TOWN'S ANNUAL BUDGET, (III) NOTWITHSTANDING ANY REIMBURSEMENTS DISCUSSED AT THIS TIME THROUGH AN INFRASTRUCTURE REIMBURSEMENT AGREEMENT, HEREBY AGREES TO TIMELY PAY ALL NORMAL AND CUSTOMARY FEES APPLICABLE TO DEVELOPER IN CONNECTION WITH THE PROJECT. SUCH FEES ARE LISTED IN THE CURRENT YEAR ANNUAL BUDGET OF FEES AT THE TIME THE FEE IS DUE UNDER THE ORDINARY COURSE OF DEVELOPMENT.

EXISTING BOUNDARY AND TOPOGRAPHICAL INFORMATION IS BASED ON PUBLICLY AVAILABLE DATA TAKEN FROM WAKE COUNTY GIS. EXISTING INFORMATION IS BASED UPON INFORMATION AVAILABLE TO THE ENGINEER AT THE TIME OF DESIGN AND HAS NOT BEEN INDEPENDENTLY VERIFIED BY OWNER OR ENGINEER. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL EXISTING INFORMATION, DEPICTED OR NOT, PRIOR TO CONSTRUCTION AND REPORT POTENTIAL CONFLICTS TO OWNER AND ENGINEER.

ALL CONSTRUCTION TO BE IN ACCORDANCE WITH ALL TOWN OF HOLLY SPRINGS AND/OR NCDOT STANDARDS AND SPECIFICATIONS.

|     |                            |          |     |
|-----|----------------------------|----------|-----|
| 6   | REVISED PER PLANNING BOARD | 06/07/23 | KLW |
| 5   | REVISED PER TOWN COMMENT   | 03/24/23 | KLW |
| 4   | REVISED PER TOWN COMMENT   | 02/28/23 | KLW |
| 3   | REVISED PER TOWN COMMENT   | 11/11/22 | KLW |
| 2   | REVISED PER TOWN COMMENT   | 09/16/22 | ZDT |
| 1   | REVISED PER TOWN COMMENT   | 08/12/22 | KLW |
| No. | REVISIONS                  | DATE     | BY  |

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PHONE: 919-677-2000 FAX: 919-677-2050  
WWW.KIMLEY-HORN.COM

PRELIMINARY  
NOT FOR CONSTRUCTION

|                          |                    |                   |                    |                 |                   |
|--------------------------|--------------------|-------------------|--------------------|-----------------|-------------------|
| KHA PROJECT<br>012826054 | DATE<br>06/07/2023 | SCALE<br>AS SHOWN | DESIGNED BY<br>KLW | DRAWN BY<br>ZDT | CHECKED BY<br>WJB |
|--------------------------|--------------------|-------------------|--------------------|-----------------|-------------------|

COVER SHEET

ELLIOTT FARM  
PREPARED FOR  
TOLL BROS INC.

SHEET NUMBER  
C0.0

NC

HOLLY SPRINGS







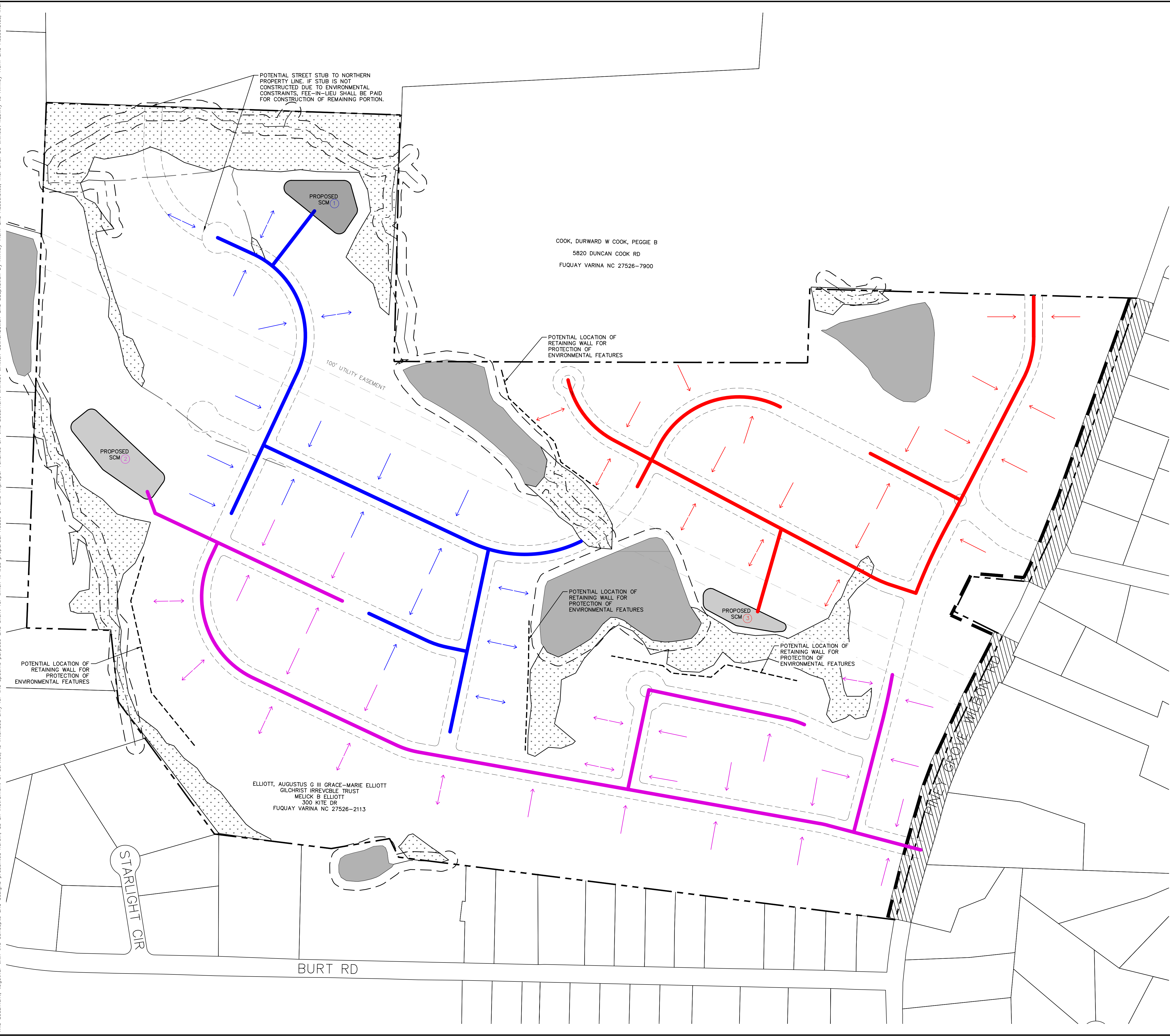








Plotted By: Wtl, Katie    Sheet: Set ELLIOTT FARM    Layout: C4.0 OVERALL GRADING AND DRAINAGE PLAN    June 07, 2023    04:02:22pm    K:\RAL-LDEV\012826054-elliottfarm\08\_cdd\_files\plan sheets\C4.0 OVERALL GRADING AND DRAINAGE PLAN.dwg  
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### GRADING AND DRAINAGE LEGEND

|  |                                   |
|--|-----------------------------------|
|  | PROPERTY LINE                     |
|  | STORM DRAINAGE 1                  |
|  | STORM DRAINAGE 2                  |
|  | STORM DRAINAGE 3                  |
|  | STORM CONTROL MANAGEMENT POND     |
|  | POTENTIAL JURISDICTIONAL WETLANDS |
|  | POTENTIAL JURISDICTIONAL PONDS    |
|  | FLOW ARROW                        |
|  | POTENTIAL RETAINING WALL LOCATION |

### NOTES

1. FINAL WALL LOCATIONS TO BE DETERMINED DURING DETAILED DESIGN.

GRAPHIC SCALE IN FEET  
0 75 150 300

EXISTING BOUNDARY AND TOPOGRAPHICAL INFORMATION IS BASED ON PUBLICLY AVAILABLE DATA TAKEN FROM WAKE COUNTY GIS. EXISTING INFORMATION IS BASED UPON INFORMATION AVAILABLE TO THE ENGINEER AT THE TIME OF DESIGN AND HAS NOT BEEN INDEPENDENTLY VERIFIED BY OWNER OR ENGINEER. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL EXISTING INFORMATION, DEPICTED OR NOT, PRIOR TO CONSTRUCTION AND REPORT POTENTIAL CONFLICTS TO OWNER AND ENGINEER.

ALL CONSTRUCTION TO BE IN ACCORDANCE WITH ALL TOWN OF HOLLY SPRINGS AND/OR NCDOT STANDARDS AND SPECIFICATIONS.

|                                   |                          |              |                                                                     |                                                |                                                                                                                                                                            |    |  |
|-----------------------------------|--------------------------|--------------|---------------------------------------------------------------------|------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|--|
| KHA PROJECT<br>012826054          | DATE                     | 06/07/2023   | SCALE AS SHOWN<br>DESIGNED BY KLV<br>DRAWN BY ZDT<br>CHECKED BY WJB |                                                | © 2023 KIMLEY-HORN AND ASSOCIATES, INC.<br>300 S MAIN STREET SUITE 212, HOLLY SPRINGS, NC 27540<br>PHONE: 919-677-2000 FAX: 919-677-2050<br>WWW.KIMLEY-HORN.COM<br>#P-0102 |    |  |
|                                   | REVISED PER TOWN COMMENT | 03/24/23 KLV |                                                                     |                                                |                                                                                                                                                                            |    |  |
|                                   | REVISED PER TOWN COMMENT | 02/28/23 KLV |                                                                     |                                                |                                                                                                                                                                            |    |  |
|                                   | REVISED PER TOWN COMMENT | 11/11/22 KLV |                                                                     |                                                |                                                                                                                                                                            |    |  |
|                                   | REVISED PER TOWN COMMENT | 09/16/22 ZDT |                                                                     |                                                |                                                                                                                                                                            |    |  |
|                                   | REVISED PER TOWN COMMENT | 08/12/22 KLV |                                                                     |                                                |                                                                                                                                                                            |    |  |
| No.                               |                          |              |                                                                     | REVISIONS                                      | DATE                                                                                                                                                                       | BY |  |
| 6                                 |                          |              |                                                                     | REVISED PER PLANNING BOARD                     | 06/07/23 KLV                                                                                                                                                               |    |  |
| 5                                 |                          |              |                                                                     | REVISED PER TOWN COMMENT                       | 03/24/23 KLV                                                                                                                                                               |    |  |
| 4                                 |                          |              |                                                                     | REVISED PER TOWN COMMENT                       | 02/28/23 KLV                                                                                                                                                               |    |  |
| 3                                 |                          |              |                                                                     | REVISED PER TOWN COMMENT                       | 11/11/22 KLV                                                                                                                                                               |    |  |
| 2                                 |                          |              |                                                                     | REVISED PER TOWN COMMENT                       | 09/16/22 ZDT                                                                                                                                                               |    |  |
| 1                                 |                          |              |                                                                     | REVISED PER TOWN COMMENT                       | 08/12/22 KLV                                                                                                                                                               |    |  |
| OVERALL GRADING AND DRAINAGE PLAN |                          |              |                                                                     | ELLIOTT FARM<br>PREPARED FOR<br>TOLL BROS INC. |                                                                                                                                                                            |    |  |
| SHEET NUMBER<br>C4.0              |                          |              |                                                                     | HOLLY SPRINGS NC                               |                                                                                                                                                                            |    |  |



Plotted By: Wtl, Katie Sheet Set: ELLIOTT FARM Layout: C5.0 OPEN SPACE & PRESERVATION PLAN June 07, 2023 04:03:07pm K:\RAL-DEVD\12826054-ellottfarm\08\_cad\_files\plansheets\C5.0 OPEN SPACE & PRESERVATION PLAN.dwg  
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### OPEN SPACE LEGEND

|  |                        |
|--|------------------------|
|  | TREE PRESERVATION AREA |
|  | ACTIVE RECREATION AREA |
|  | FLEXIBLE AREA          |
|  | 6' WALKING TRAIL       |
|  | 10' MULTI-USE PATH     |

### SITE DATA TABLE

|                                  |                                                                                                                                                                |
|----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PARCEL NUMBER:                   | 646469015                                                                                                                                                      |
| PARCEL ACREAGE:                  | 149.25 ACRES                                                                                                                                                   |
| CURRENT ZONING:                  | RURAL RESIDENTIAL (RR)                                                                                                                                         |
| PROPOSED ZONING:                 | NEIGHBORHOOD RESIDENTIAL CONDITIONAL DISTRICT (NR-CD)                                                                                                          |
| CURRENT LAND USE:                | SINGLE FAMILY RESIDENTIAL                                                                                                                                      |
| PROPOSED LAND USE:               | SINGLE FAMILY RESIDENTIAL (ATTACHED AND DETACHED)                                                                                                              |
| FUTURE LAND USE MAP DESIGNATION: | MIXED RESIDENTIAL NEIGHBORHOOD                                                                                                                                 |
| MAXIMUM HEIGHT:                  | 35'                                                                                                                                                            |
| NUMBER OF UNITS:                 | 325 MAXIMUM                                                                                                                                                    |
| DWELLING UNITS PER ACRE:         | 2.19 MAXIMUM                                                                                                                                                   |
| REQUIRED SETBACKS:               | REFER TO DESIGN MANUAL                                                                                                                                         |
| REQUIRED BUFFERYARDS:            | 5' TYPE 'A' BUFFER                                                                                                                                             |
| REQUIRED OPEN SPACE:             | FLEXIBLE AREA = 5% (7.5 ACRES)<br>RECREATIONAL AREA = 5% (7.5 ACRES)<br>TREE PRESERVATION = 20% (29.9 ACRES)<br>TOTAL = 30% (44.8 ACRES)                       |
| PROVIDED OPEN SPACE:             | FLEXIBLE AREA = 5.6% (7.5-9 ACRES)<br>RECREATIONAL AREA = 5.6% (7.5-9 ACRES)<br>TREE PRESERVATION = 20-25% (29.9-37 ACRES)<br>TOTAL = 30-39% (44.8-58.2 ACRES) |

### NOTES

1. WETLAND AND STREAM IMPACTS ARE ANTICIPATED AND WILL REMAIN UNDER 0.5 ACRES IN ORDER TO QUALIFY FOR NATIONWIDE PERMIT.
2. OPEN SPACE AREAS ARE CONCEPTUAL AND WILL BE FINALIZED DURING DETAILED DESIGN.
3. LOCATION AND ROUTING OF WALKING TRAIL IS CONCEPTUAL AND WILL BE FINALIZED DURING DETAILED DESIGN.

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GRAPHIC SCALE IN FEET  
0 75 150 300

NORTH

|                          |                    |                   |                    |     |     |
|--------------------------|--------------------|-------------------|--------------------|-----|-----|
| KHA PROJECT<br>012826054 | DATE<br>06/07/2023 | SCALE<br>AS SHOWN | DESIGNED BY<br>KLW | ZDT | WJB |
| CHECKED BY               |                    |                   |                    |     |     |

### Kimley»Horn

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#P-0102

### ELLIOTT FARM PREPARED FOR TOLL BROS INC.

HOLLY SPRINGS NC

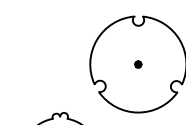
### OPEN SPACE & PRESERVATION PLAN

|     |                            |          |     |
|-----|----------------------------|----------|-----|
| 6   | REVISED PER PLANNING BOARD | 06/07/23 | KLW |
| 5   | REVISED PER TOWN COMMENT   | 03/24/23 | KLW |
| 4   | REVISED PER TOWN COMMENT   | 02/28/23 | KLW |
| 3   | REVISED PER TOWN COMMENT   | 11/11/22 | KLW |
| 2   | REVISED PER TOWN COMMENT   | 09/16/22 | ZDT |
| 1   | REVISED PER TOWN COMMENT   | 08/12/22 | KLW |
| No. | REVISIONS                  | DATE     | BY  |



Plotted By: Will, Katie    Sheet Set: ELLIOTT FARM    Layout: L1.0 LANDSCAPE PLAN    Date: 06/07/2023    04:04:06pm    K:\REAL\DEV\012826054-elliottfarm\08\_cad files\plansheets\L1.0 LANDSCAPE PLAN.dwg    This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

PINEY GROVE WILBON ROAD PLANTING SCHEDULE

| TREES                                                                              | QTY | BOTANICAL NAME                | COMMON NAME         | CONT. |
|------------------------------------------------------------------------------------|-----|-------------------------------|---------------------|-------|
|  | 23  | ACER BUERGERIANUM             | TRIDENT MAPLE       | 5 GAL |
|  | 21  | LAGERSTROEMIA INDICA 'BILOXI' | BILOXI CRAPE MYRTLE | 5 GAL |

NOTES

1. WETLAND AND STREAM IMPACTS ARE ANTICIPATED AND WILL REMAIN UNDER 0.5 ACRES IN ORDER TO QUALIFY FOR NATIONWIDE PERMIT.
2. OPEN SPACE AREAS ARE CONCEPTUAL AND WILL BE FINALIZED DURING DETAILED DESIGN.
3. ALL TREES LOCATED WITHIN A SITE DISTANCE TRIANGLE SHALL BE LIMBED UP AND MAINTAINED 8" MIN ABOVE FINISHED GRADE TO PROVIDE CLEAR SITE LINES.
4. THIS PLAN IS INTENDED FOR LANDSCAPE INSTALLATION REFERENCE ONLY. FOR SITE IMPROVEMENTS, SEE CIVIL SHEETS.
5. UTILITIES ON THIS SHEET ARE SHOWN FOR REFERENCE ONLY. CONTRACTOR SHALL CONFIRM UTILITY LOCATIONS PRIOR TO CONSTRUCTION.
6. SEE SHEET L2.0 FOR LANDSCAPE NOTES AND DETAILS.
7. EXISTING VEGETATION SHALL BE USED TO SATISFY THE TYPE A BUFFER REQUIREMENT WHENEVER POSSIBLE.
8. SEE SHEET C5.0 FOR PRELIMINARY OPEN SPACE & TREE PRESERVATION LOCATIONS AND CALCULATIONS.
9. ALL STREET TREES SHALL BE PROVIDED IN ACCORDANCE WITH THE UDO. DEVIATION IN QUANTITY AND LOCATION DUE TO REQUIRED UTILITY SERVICES, LIGHTING, SIGHT TRIANGLES, OR ANY OTHER REQUIRED SITE ELEMENTS WILL BE DETERMINED AT SITE CONSTRUCTION DRAWING LEVEL AND WILL BE COORDINATED WITH PLANNING STAFF IN AN EFFORT TO MEET THE INTENT OF THE UDO.

COOK, DURWARD W COOK, PEGGIE B  
5820 DUNCAN COOK RD  
FUQUAY VARINA NC 27526-7900

| LANDSCAPE REQUIREMENTS & CALCULATIONS |                                                                         |                       |             |                                                             |                         |              |
|---------------------------------------|-------------------------------------------------------------------------|-----------------------|-------------|-------------------------------------------------------------|-------------------------|--------------|
| Town of Holly Springs UDO             |                                                                         |                       |             |                                                             |                         |              |
| AREA TO BE LANDSCAPED                 | CODE REQUIREMENT                                                        | SITE LOCATION         | MEASUREMENT | TOTAL QUANTITY REQUIRED                                     | TOTAL QUANTITY PROVIDED | CODE SECTION |
| REQUIRED OPEN SPACE                   | 30% OF TOTAL PROJECT SITE                                               | SEE PLANS             | 382,892 SF  | TOTAL = 30% (44.8 ACRES)                                    | 44.8 ACRES              | 4.2          |
| STREET TREES                          | 1 TREE PER 30 LF - 45 LF                                                | Road A                | 3,350 LF    | MAX. - 3,350/30 = 112 TREES<br>MIN. - 3,350/45 = 76 TREES   | 77 TREES                | 5.3.4        |
|                                       |                                                                         | Road B                | 5,662 LF    | MAX. - 5,662/30 = 189 TREES<br>MIN. - 5,662/45 = 126 TREES  | 136 TREES               | 5.3.4        |
|                                       |                                                                         | Road C                | 2,654 LF    | MAX. - 2,654/30 = 89 TREES<br>MIN. - 2,654/45 = 59 TREES    | 64 TREES                |              |
|                                       |                                                                         | Road D                | 2,086 LF    | MAX. - 2,086/30 = 70 TREES<br>MIN. - 2,086/45 = 46 TREES    | 53 TREES                |              |
|                                       |                                                                         | Road E                | 7,763 LF    | MAX. - 7,763/30 = 259 TREES<br>MIN. - 7,763/45 = 172 TREES  | 180 TREES               | 5.3.4        |
|                                       |                                                                         | Road F                | 1,166 LF    | MAX. - 1,166/30 = 39 TREES<br>MIN. - 1,166/45 = 26 TREES    | 26 TREES                |              |
|                                       |                                                                         | Road G                | 1,656 LF    | MAX. - 1,656/30 = 55 TREES<br>MIN. - 1,656/45 = 37 TREES    | 37 TREES                | 5.3.4        |
|                                       |                                                                         | PINEY GROVE WILBON RD | 1,880 LF    | MAX. - 1,880/30 = 62 TREES<br>MIN. - 1,880/45 = 41 TREES    | 45 TREES                |              |
| BUFFER TYPE A                         | 2 DECIDUOUS TREES PER 100 LF<br>5 SHRUBS PER 100 LF<br>5' BUFFER WIDTH  | SEE PLANS             | 9,875 LF    | (9,875/100) * 2 = 198 TREES<br>(9,875/100) * 5 = 493 SHRUBS | 198 TREES<br>493 SHRUBS | 5.3.1        |
| BUFFER TYPE A (MODIFIED)              | 3 DECIDUOUS TREES PER 100 LF<br>10 SHRUBS PER 100 LF<br>5' BUFFER WIDTH | SEE PLANS             | 1,858 LF    | (1,858/100) * 3 = 56 TREES<br>(1,858/100) * 10 = 186 SHRUBS | 56 TREES<br>493 SHRUBS  | 5.3.1        |

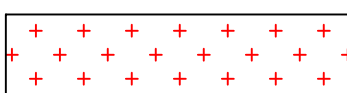
KEY



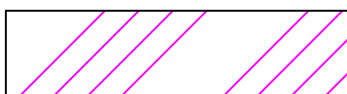
TYPE A BUFFER YARD



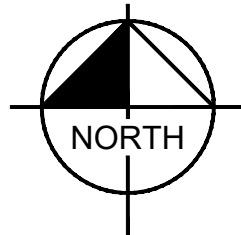
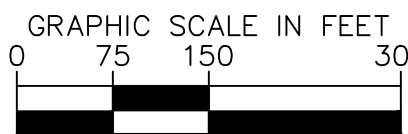
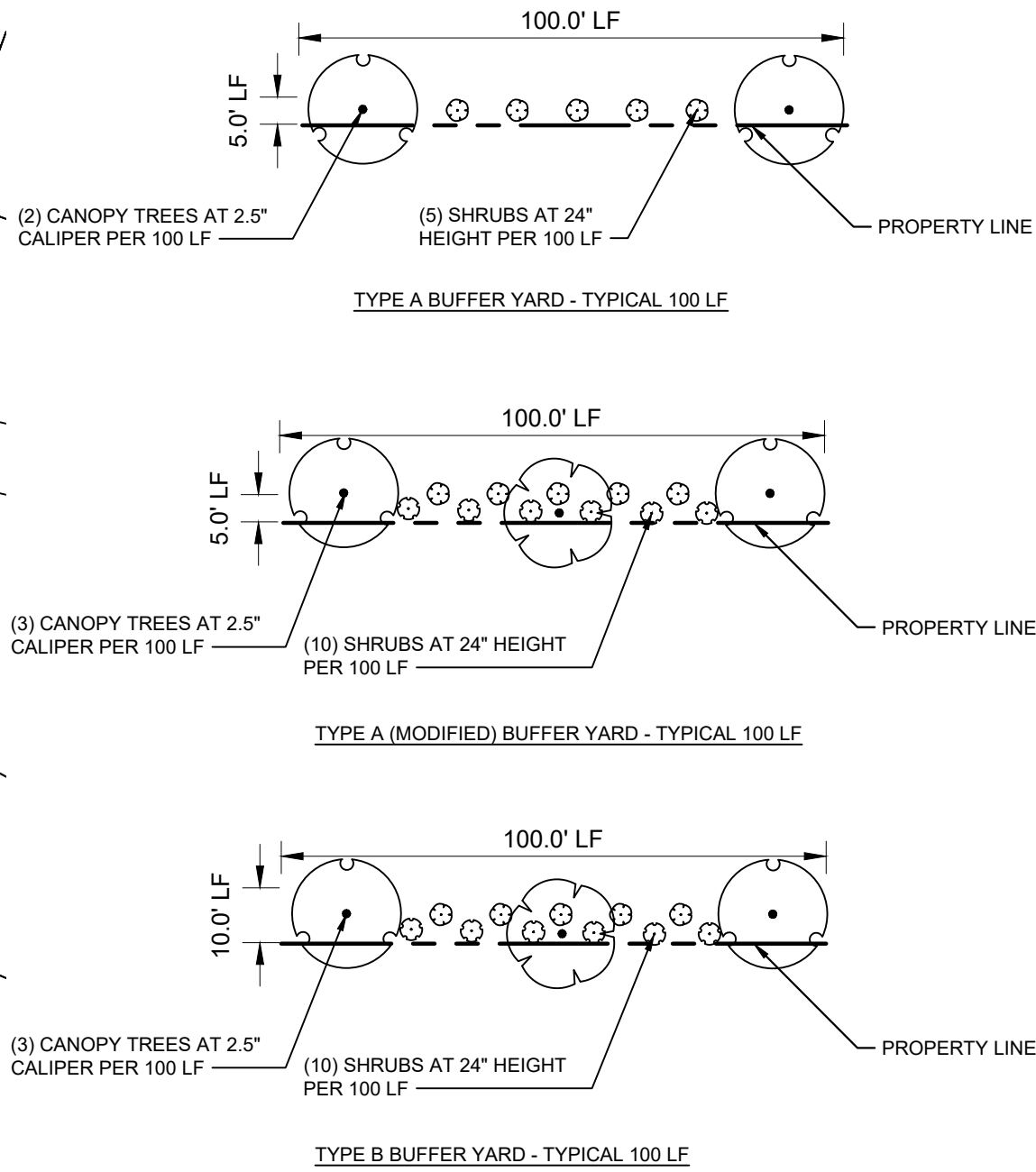
WETLAND



TYPE A (MODIFIED) BUFFER YARD



TYPE B BUFFER YARD



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WWW.KIMLEY-HORN.COM

REVISIONS

| No. | REVISIONS                  | DATE         |
|-----|----------------------------|--------------|
| 6   | REVISED PER PLANNING BOARD | 06/07/23 KLV |
| 5   | REVISED PER TOWN COMMENT   | 03/24/23 KLV |
| 4   | REVISED PER TOWN COMMENT   | 02/28/23 KLV |
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| 2   | REVISED PER TOWN COMMENT   | 09/16/22 ZDT |
| 1   | REVISED PER TOWN COMMENT   | 08/12/22 KLV |

PRELIMINARY

NOT FOR CONSTRUCTION

KHA PROJECT 012826054

DATE 06/07/2023

SCALE AS SHOWN

DESIGNED BY WAH

DRAWN BY WAH

CHECKED BY MRG

LANDSCAPE PLAN

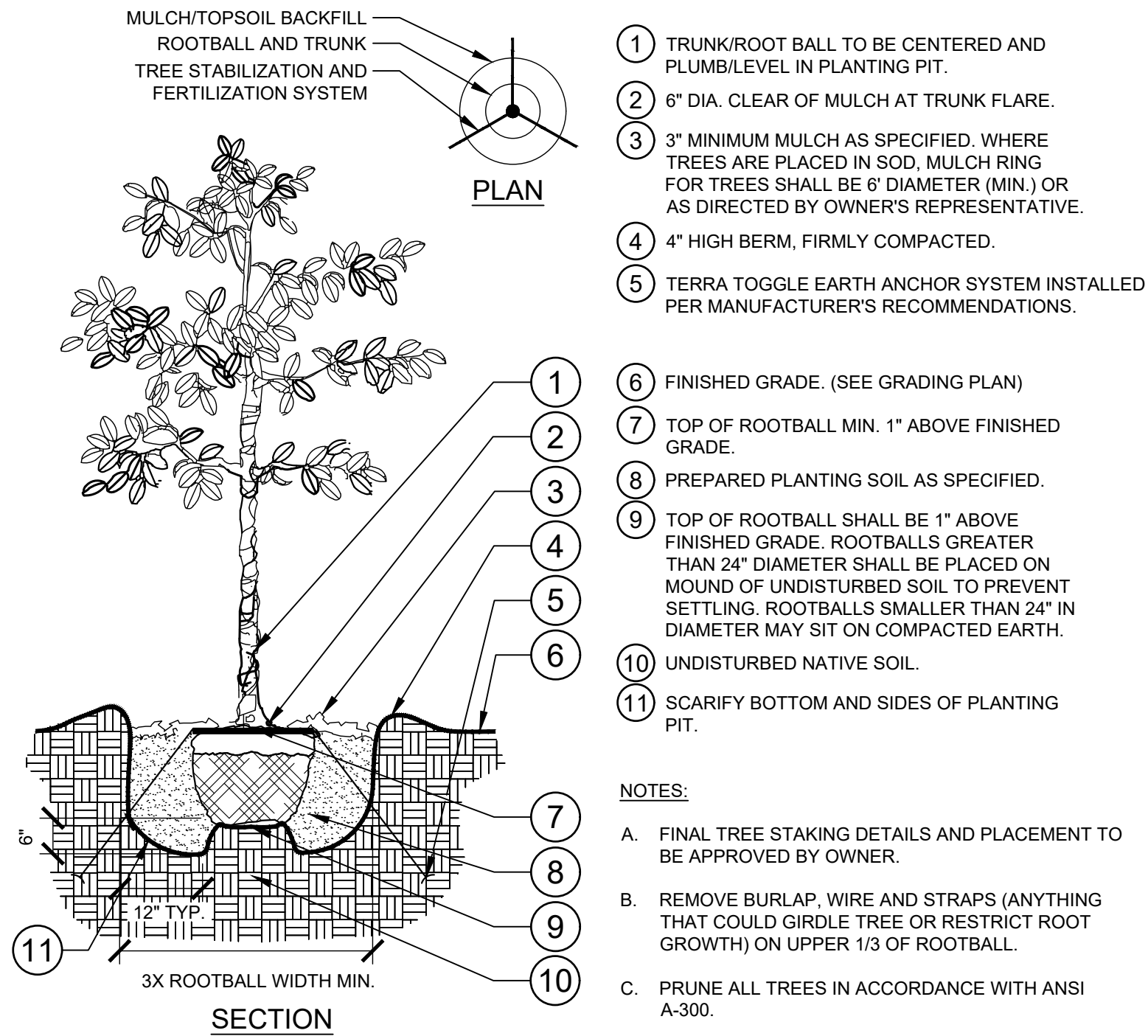
ELLIOTT FARM  
PREPARED FOR  
TOLL BROS INC.

HOLLY SPRINGS NC

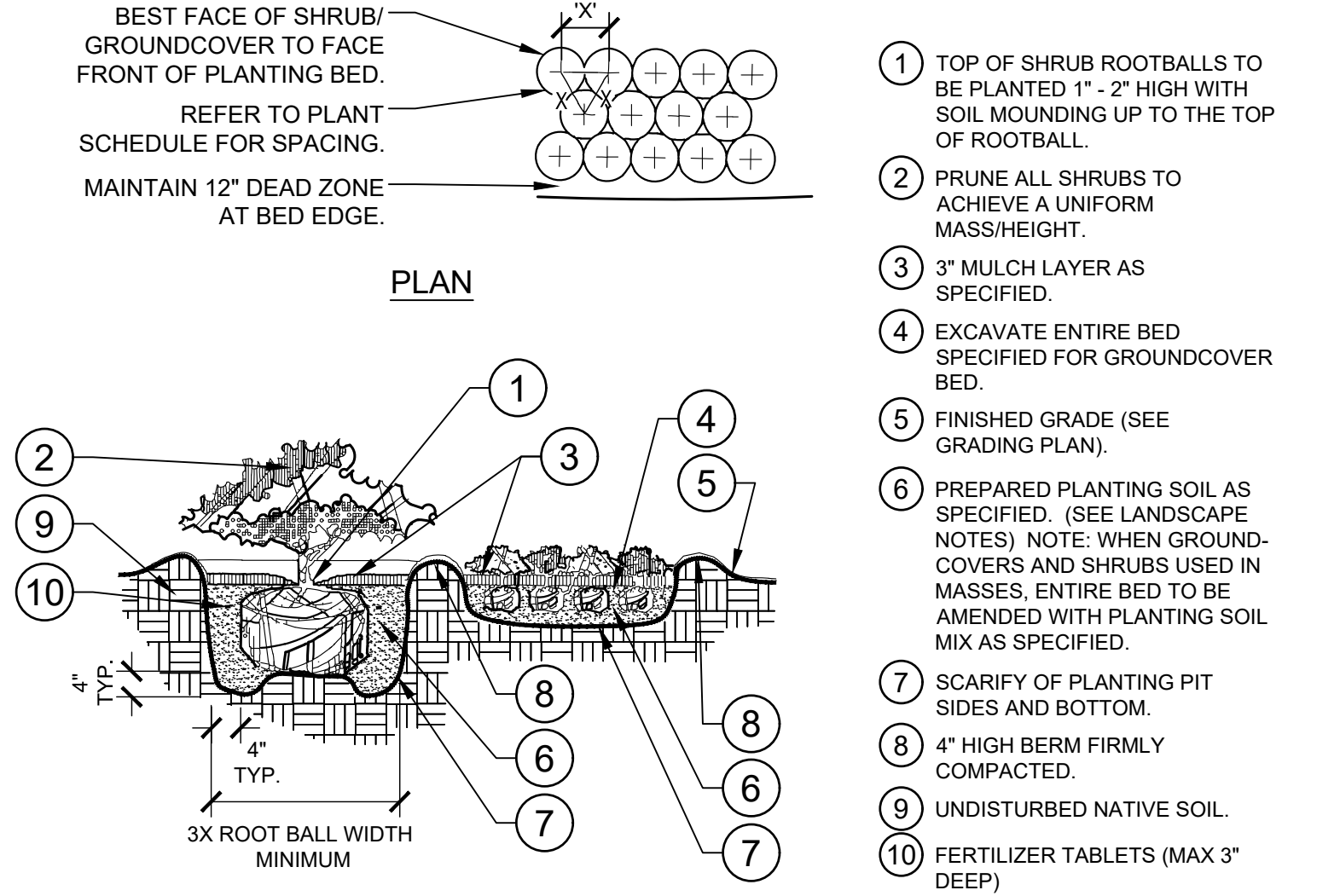
SHEET NUMBER  
L1.0



Plotted By: Will, Katie    Sheet: Set ELLIOTT FARM    Layout: L2.0 LANDSCAPE DETAILS    June 07, 2023    04:04:11pm    K:\BAL\LDVA\012826054\_ellottfarm\08\_cad\_files\plan sheets\L2.0 LANDSCAPE PLAN.dwg  
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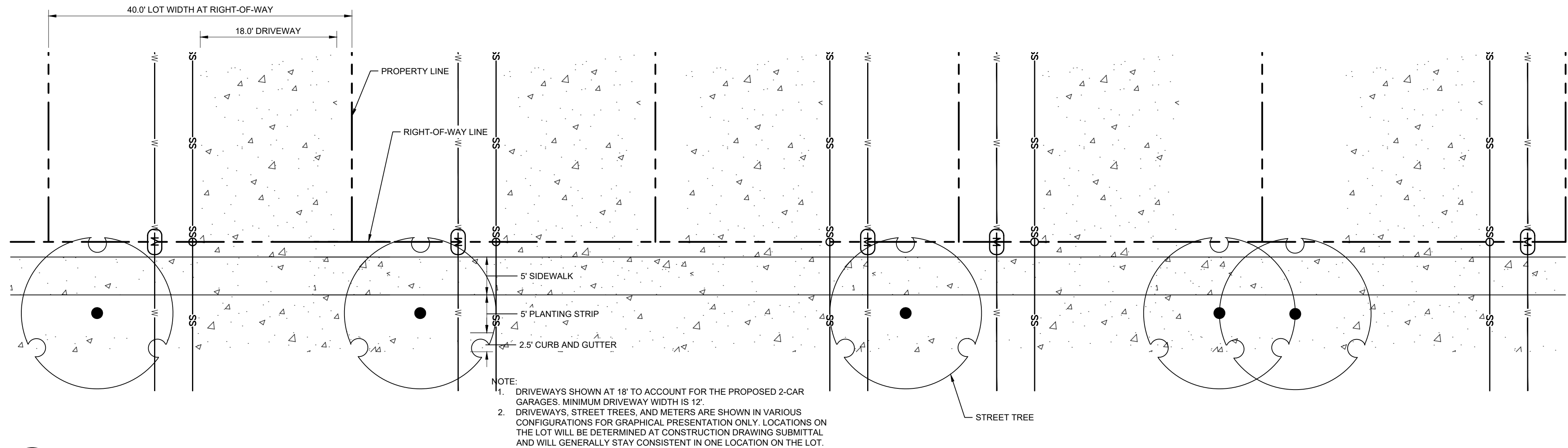
**1** TREE PLANTING  
L2.0 SECTION / PLAN NTS



**2** SHRUB/GROUNDCOVER PLANTING  
L2.0 SECTION / PLAN NTS

GENERAL LANDSCAPE NOTES:

- ALL PLANTS MUST BE HEALTHY, VIGOROUS MATERIAL, FREE OF PESTS AND DISEASE.
- ALL PLANTS MUST BE CONTAINER GROWN OR BALLED AND BURLAPPED AS INDICATED IN THE PLANT LIST.
- ALL TREES MUST HAVE A STRAIGHT TRUNK AND FULL HEADED AND MEET ALL REQUIREMENTS SPECIFIED.
- ALL PLANTS ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT BEFORE, DURING, AND AFTER INSTALLATION.
- ALL TREES MUST BE GUYED OR STAKED AS SHOWN IN THE DETAILS.
- ALL TREES LOCATED WITHIN VEHICLE SIGHT TRIANGLES SHALL BE BRANCHED MIN. 8' (MEASURED FROM ADJACENT PROJECTED CURB LINE ELEVATION) PER ANSI Z60.1 STANDARDS FOR HEIGHT OF BRANCHING - STREET TREES.
- ALL PLANTING AREAS MUST BE COMPLETELY MULCHED AS SPECIFIED. MULCH TO BE 3 INCHES OF DOUBLE SHREDDED HARDWOOD DESIGNER MULCH IN DARK BROWN OR OWNER PREFERENCE.
- PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND SHALL AVOID DAMAGE TO ALL UTILITIES DURING THE COURSE OF THE WORK. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY AND ALL DAMAGE TO UTILITIES, STRUCTURES, SITE APPURTENANCES, ETC. WHICH OCCURS AS A RESULT OF THE LANDSCAPE CONSTRUCTION. CONTRACTOR IS ALSO RESPONSIBLE FOR COORDINATING ALL UTILITY ADJUSTMENTS WITH FINAL FINISH GRADE. ALL UTILITIES SHALL SIT FLUSH WITH FINISH GRADES (BOTH PAVED AND LANDSCAPED SURFACES).
- THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES SHOWN ON THESE PLANS BEFORE PRICING THE WORK. ANY DISCREPANCIES BETWEEN QUANTITIES ON PLAN AND PLANT LIST SHALL BE BROUGHT TO THE ATTENTION OF THE PROJECT LANDSCAPE ARCHITECT AND ANY FIELD ADJUSTMENTS OR QUANTITY ADJUSTMENTS MUST BE AUTHORIZED PRIOR TO PLANTING.
- THE CONTRACTOR IS RESPONSIBLE FOR FULLY MAINTAINING ALL PLANTING (INCLUDING BUT NOT LIMITED TO: WATERING, SPRAYING, MULCHING, WEEDING, FERTILIZING, ETC.) OF THE PLANTING AREAS AND LAWN UNTIL SUBSTANTIAL COMPLETION.
- THE CONTRACTOR SHALL COMPLETELY WARRANTEE ALL PLANT MATERIAL FOR A PERIOD OF ONE (1) YEAR, BEGINNING ON THE DATE OF SUBSTANTIAL COMPLETION. THE CONTRACTOR SHALL PROMPTLY MAKE ALL REPLACEMENTS BEFORE OR AT THE END OF THE WARRANTEE PERIOD.
- THE LANDSCAPE ARCHITECT SHALL APPROVE THE STAKING LOCATION OF ALL PLANT MATERIAL PRIOR TO INSTALLATION. CONTRACTOR SHALL CONTACT THE PROJECT LANDSCAPE ARCHITECT A MINIMUM OF ONE(1) WEEK IN ADVANCE TO SCHEDULE STAKING.
- AFTER BEING DUG AT THE NURSERY SOURCE, ALL TREES IN LEAF SHALL BE ACCLIMATED FOR TWO (2) WEEKS UNDER A MIST SYSTEM PRIOR TO INSTALLATION.
- ANY PLANT MATERIAL WHICH DIES, TURNS BROWN, OR DEFOLIATES (PRIOR TO SUBSTANTIAL COMPLETION OF THE WORK) SHALL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED WITH MATERIAL OF THE SAME SPECIES, QUANTITY, AND SIZE MEETING ALL PLANT SCHEDULE SPECIFICATIONS.
- STANDARDS SET FORTH IN "AMERICAN STANDARD FOR NURSERY STOCK" REPRESENT GUIDELINE SPECIFICATIONS ONLY AND SHALL CONSTITUTE MINIMUM QUALITY REQUIREMENTS FOR PLANT MATERIAL.
- ALL SHRUB, GROUND COVER AND PERENNIAL PLANTING BEDS ARE TO BE COMPLETELY COVERED WITH DOUBLE SHREDDED HARDWOOD DESIGNER MULCH IN DARK BROWN OR OWNER PREFERENCE TO A DEPTH OF THREE (3) INCHES. ANY EXISTING LANDSCAPE BEDS THAT ARE DISTURBED MUST BE MULCHED TO MATCH EXISTING MULCH FOUND WITHIN LANDSCAPE BED.
- LOCATIONS OF EXISTING BURIED UTILITY LINES SHOWN ON THE PLANS ARE BASED UPON BEST AVAILABLE INFORMATION AND ARE TO BE CONSIDERED APPROXIMATE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LOCATIONS OF UTILITY LINES AND ADJACENT TO THE WORK AREA. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL UTILITY LINES DURING THE CONSTRUCTION PERIOD.
- SAFE, CLEARLY MARKED PEDESTRIAN AND VEHICULAR ACCESS TO ALL ADJACENT PROPERTIES MUST BE MAINTAINED THROUGHOUT THE CONSTRUCTION PROCESS.
- ALL PLANT MATERIAL QUANTITIES SHOWN ARE APPROXIMATE. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETE COVERAGE OF ALL PLANTING BEDS AT SPACING SHOWN.
- THE TOP OF ALL ROOT BALLS SHALL BEAR THE SAME RELATIONSHIP TO FINISHED GRADE, AS BORN TO PREVIOUS GRADE AND GROWING CONDITIONS.
- ALL ROOT BALLS REMOVED FROM CONTAINERS SHALL BE SCARIFIED PRIOR TO BACKFILLING.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING TREES AND SHRUBS THAT WILL MEET BOTH MINIMUM SIZE AND SPACING FOR TREE AND THE TOWN OF HOLLY SPRINGS UNIFIED DEVELOPMENT ORDINANCE (UDO). FAILURE TO INSTALL PLANT MATERIAL PER THIS PLAN WILL JEOPARDIZE ISSUANCE OF FINAL CERTIFICATE OF OCCUPANCY. CONTRACTOR SHALL BE RESPONSIBLE FOR SCHEDULING INSPECTIONS OF PLANT MATERIAL.
- CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE CODES & ORDINANCES REGARDING LANDSCAPING. GENERAL CONTRACTOR IS TO CLEAN THE ENTIRE SITE OF ALL CONSTRUCTION DEBRIS PRIOR TO FINAL INSPECTION.
- THE CONTRACTOR SHALL INSTALL NON-WOVEN GEOTEXTILE UNDER PLANTING BED MULCH IN ALL LANDSCAPE BEDS TO PREVENT WEED GROWTH.
- NO PLANT SUBSTITUTIONS ARE PERMITTED WITHOUT APPROVAL OF THE TOWN OF HOLLY SPRINGS AND THE PROJECT LANDSCAPE ARCHITECT.



**3** LOT WIDTH EXHIBIT  
L2.0 PLAN

EXISTING BOUNDARY AND TOPOGRAPHICAL INFORMATION IS BASED ON PUBLICLY AVAILABLE DATA TAKEN FROM WAKE COUNTY GIS. EXISTING INFORMATION IS BASED UPON INFORMATION AVAILABLE TO THE ENGINEER AT THE TIME OF DESIGN AND HAS NOT BEEN INDEPENDENTLY VERIFIED BY OWNER OR ENGINEER. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL EXISTING INFORMATION, DEPICTED OR NOT, PRIOR TO CONSTRUCTION AND REPORT POTENTIAL CONFLICTS TO OWNER AND ENGINEER.

ALL CONSTRUCTION TO BE IN ACCORDANCE WITH ALL TOWN OF HOLLY SPRINGS AND/OR NCDOT STANDARDS AND SPECIFICATIONS.

|                                            |  |  |  |                                          |  |                                          |  |                                          |  |                                                                                                                                                                 |  |                                                |  |
|--------------------------------------------|--|--|--|------------------------------------------|--|------------------------------------------|--|------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------|--|
| KHA PROJECT<br>012826054                   |  |  |  | DATE<br>06/07/2023                       |  | SCALE AS SHOWN                           |  | DESIGNED BY<br>WAH                       |  | DRAWN BY<br>WAH                                                                                                                                                 |  | CHECKED BY<br>WRG                              |  |
| REVISED PER PLANNING BOARD<br>06/07/23 KLV |  |  |  | REVISED PER TOWN COMMENT<br>03/24/23 KLV |  | REVISED PER TOWN COMMENT<br>02/28/23 KLV |  | REVISED PER TOWN COMMENT<br>11/11/22 KLV |  | REVISED PER TOWN COMMENT<br>09/16/22 ZDT                                                                                                                        |  | REVISED PER TOWN COMMENT<br>08/12/22 KLV       |  |
| No.                                        |  |  |  |                                          |  |                                          |  |                                          |  | REVISIONS                                                                                                                                                       |  | DATE                                           |  |
| Kimley»Horn                                |  |  |  |                                          |  |                                          |  |                                          |  | © 2023 KIMLEY-HORN AND ASSOCIATES, INC.<br>300 S MAIN STREET SUITE 212, HOLLY SPRINGS, NC 27540<br>PHONE: 919-677-2000 FAX: 919-677-2050<br>WWW.KIMLEY-HORN.COM |  | #7-0102                                        |  |
| PRELIMINARY<br>NOT FOR CONSTRUCTION        |  |  |  |                                          |  |                                          |  |                                          |  | LANDSCAPE DETAILS                                                                                                                                               |  | ELLIOTT FARM<br>PREPARED FOR<br>TOLL BROS INC. |  |
| SHEET NUMBER<br>L2.0                       |  |  |  |                                          |  |                                          |  |                                          |  | HOLLY SPRINGS                                                                                                                                                   |  | NC                                             |  |

# ELLIOTT FARM

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## DEVELOPMENT & DESIGN MANUAL

A PLANNED ACTIVE ADULT COMMUNITY IN  
HOLLY SPRINGS, NORTH CAROLINA

***Toll Brothers***  
AMERICA'S LUXURY HOME BUILDER®

PPAB 7658255v4



# ELLIOTT FARM

Holly Springs, NC



*Toll Brothers*  
AMERICA'S LUXURY HOME BUILDER

SUBMITTED TO



The Town of Holly Springs  
128 S Main Street  
Holly Springs, NC 27540

PREPARED FOR



Toll Bros., Inc.,  
900 Perimeter Park Drive, Suite B3  
Morrisville, NC 27560

PREPARED BY



Parker Poe Adams & Bernstein LLP  
301 Fayetteville Street, Suite 1400  
Raleigh, NC 27601



Kimley-Horn and Associates, Inc  
300 S Main Street, Suite 212  
Holly Springs, NC 27540

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**ITEMS NOT DIRECTLY ADDRESSED WITHIN THIS MANUAL WILL DEFER TO THE CURRENT  
TOWN OF HOLLY SPRINGS UNIFIED DEVELOPMENT ORDINANCE  
IN PLACE AT THE TIME OF DEVELOPMENT PLAN SUBMITTAL**

**SPECIFIC REFERENCES SHALL FOLLOW THE EQUIVALENT ADOPTED ORDINANCE IF THE  
REFERENCED SECTION IS NO LONGER APPLICABLE**



## 1. PROJECT DATA

### NAME OF PROJECT

**Elliott Farm**

### PROPERTY OWNERS

Grace Marie Elliott Irrevocable Trust  
c/o Grace Marie Elliott  
133 Raleigh Street  
Holly Springs, NC 27540

Augustus and Karen Elliott  
232 Woodrow Avenue  
High Point, NC 27262

Melick and Carol Elliott  
300 Kite Drive  
Fuquay Varina, NC 27526

### DEVELOPER

**Toll Bros., Inc.**  
900 Perimeter Park Drive, Suite B3  
Morrisville, NC 27560

### PREPARED BY

**Parker Poe Adams & Bernstein LLP**  
301 Fayetteville Street, Suite 1400  
Raleigh, NC 27601

**Kimley-Horn and Associates, Inc**  
300 S Main Street, Suite 212  
Holly Springs, NC 27540

### SITE ADDRESS

2836 Piney Grove Wilbon Road  
Fuquay Varina, NC 27526

### PROPERTY IDENTIFICATION NUMBER

0646469015

### TOTAL ACREAGE

148.42 acres

### CURRENT LAND USE

Agriculture

### CURRENT ZONING

Rural Residential (RR)

### FUTURE LAND USE MAP

Mixed Residential Neighborhood

### PROPOSED LAND USE

Single Family Residential (age-restricted)

### PROPOSED ZONING

Neighborhood Residential Conditional District (NR-CD)

## 2. LAND USE

The Property may be used for the uses and building types listed immediately below. All other uses are prohibited. The permitted uses are subject to the limitations and standards stated in the Town of Holly Springs Unified Development Ordinance ("UDO"), and any additional standards provided herein.

All accessory uses permitted in the Neighborhood Residential district are permitted and subject to the use specific standards in the UDO, except where modified herein. Accessory uses, buildings, or structures are permitted on a lot without a primary building.

As an active adult community, all residential uses shall be subject to the following requirement: Developer of the community shall record with the applicable Register of Deeds office a Declaration of Covenants, Conditions, and Restrictions ("Declaration") providing that at least eighty percent (80%) of all occupied units shall have as a resident at least one person age 55 or older ("age restriction").

| PERMITTED USES           |                                          |
|--------------------------|------------------------------------------|
| Residential Uses         | Attached Dwelling                        |
|                          | Detached Dwelling                        |
| Recreation Uses (N1)     | Recreation Facility, Indoor              |
|                          | Recreation Facility, Outdoor (<50 acres) |
| PERMITTED BUILDING TYPES |                                          |
| Building Types           | Residential                              |

| PERMITTED USES – NOTES |                                                                                                                |
|------------------------|----------------------------------------------------------------------------------------------------------------|
| N1                     | Recreation uses are permitted in conjunction with residential development to provide recreation and amenities. |

### 3. DIMENSIONAL STANDARDS

The base development standards described below shall apply to the Property. Where a standard is not defined below, the development standards for the **NR District in UDO Section 2.2.1** shall apply.

| DIMENSIONAL STANDARDS                                    |      |
|----------------------------------------------------------|------|
| Development Intensity                                    |      |
| Development Density (N1)                                 |      |
| <i>Maximum Gross Density (units/acre) (N2)</i>           | 2.19 |
| Attached Dwelling and Apartment Allocation               |      |
| <i>Minimum units</i>                                     | 10%  |
| <i>Maximum units</i>                                     | 50%  |
| Lot Configuration                                        |      |
| Minimum Lot Width at the Setback Line (ft)               |      |
| <i>Detached Dwellings</i>                                | 26   |
| <i>Attached Dwellings</i>                                | 18   |
| <i>Other Buildings/Uses (N3)</i>                         | 60   |
| Minimum Lot Frontage at the Right-of-Way (ft)            |      |
| <i>All Buildings</i>                                     | 18   |
| Minimum Frontage at the Right-of-Way for a Driveway (ft) |      |
| <i>Detached Dwellings (N4)</i>                           | 44   |
| <i>Attached Dwellings</i>                                | 40   |
| Building Placement                                       |      |
| Thoroughfare Setback (ft)                                | 25   |
| Primary Building Setbacks (ft)                           |      |
| <i>Front Setback (minimum)</i>                           | 5    |
| <i>Front Setback (maximum) (N5)</i>                      | 20   |
| <i>Side Setback – corner (minimum)</i>                   | 5    |
| <i>Side Setback – interior (minimum) (N6)</i>            | 5    |
| <i>Rear Setback (minimum)</i>                            | 20   |

|                                                                       |          |
|-----------------------------------------------------------------------|----------|
| <i>Rear Setback from Alley Centerline (minimum)</i>                   | 15       |
| Accessory Building Setbacks (ft)                                      |          |
| <i>Accessory Structure(s) &lt; 144 sf</i>                             | 3        |
| <i>Accessory Structures(s) ≥ 144 sf</i>                               | 5        |
| <i>Setback from Alley Right-of-Way ≥ 144 sf (minimum) (N7)</i>        | 5 or 20+ |
| Minimum Driveway Length (ft) (N8)                                     | 25       |
| <b>Building Height (ft)</b>                                           |          |
| <i>Primary Structure(s) (maximum)</i>                                 | 35       |
| <i>Accessory Structure(s) (maximum) (N9)</i>                          | 25       |
| <i>Residential Finished Floor Elevation Above Sidewalk Grade (ft)</i> | 1.5      |

| DIMENSIONAL STANDARDS – NOTES |                                                                                                                                                                                                                                                                                                                                                                   |
|-------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| N1                            | The Total Allowable Units shall be equal to the Gross Site Area X Maximum Units Per Acre. Here: 148.42 acres X 2.19 units per acre = 325 units.                                                                                                                                                                                                                   |
| N2                            | Reference UDO Chapter 8 Building, Site & Subdivision Lot Design Standards.                                                                                                                                                                                                                                                                                        |
| N3                            | Not applicable to lots utilized for accessory uses including, but not limited to: private recreation, cluster mailbox units; and game courts.                                                                                                                                                                                                                     |
| N4                            | The UDO Permit review process may consider alternate methods of providing lot access if the provision of an alley or rear lane is not feasible in the following priority order: shared driveway between two or more lots; one single driveway a maximum of 12 feet in width. Additional flexibility is available through the Conditional Zoning District process. |
| N5                            | Not applicable to detached dwellings with front-loaded driveways. Exceptions may be granted by the Administrator to accommodate tree preservation area, steep topographic conditions, or similar environmental features.                                                                                                                                          |
| N6                            | Attached dwelling units are allowed a 0-ft side setback where the unit shares a common wall with another dwelling unit.                                                                                                                                                                                                                                           |
| N7                            | The building may be less than 5 ft or more than 20 ft from the right-of-way to avoid haphazard parking arrangements that may be disruptive to alley access.                                                                                                                                                                                                       |
| N8                            | Measured from right of way to face of garage.                                                                                                                                                                                                                                                                                                                     |
| N9                            | Accessory structures shall not exceed the height of the primary structure on the lot/property.                                                                                                                                                                                                                                                                    |

## 4. DESIGN STANDARDS

In addition to the thoughtful and creative site layout, Elliott Farm will provide distinctive architecture with notable quality and craftsmanship. The Residential building type shall meet the applicable Building, Site & Subdivision Lot Design Standards described in **Chapter 8 of the UDO**, except where modified or further restricted by the architectural standards below.

In order to promote a sustainable community, all dwelling units shall be pre-configured with conduit for future connection of a solar energy system, and all garages shall include wiring and an outlet for the future connection of electric vehicle charging equipment.

In addition to the architectural standards below, the following standards shall apply to the detached units:

- 60% of all detached units shall include a front porch with a minimum area of fifty square feet.
- A minimum of ten different floor plans shall be offered for the detached units. Each of these floor plans will offer four different elevations styles. No two adjacent lots shall be constructed with the same exterior elevation style or exterior color scheme. Adjacent lots being defined as those side by side and fronting the same street right-of-way or directly across the same street from one another.

| BUILDING DESIGN STANDARDS                                                                      | DETACHED UNITS | ATTACHED UNITS |
|------------------------------------------------------------------------------------------------|----------------|----------------|
| Shutters or Window Trim Wrap<br>(Front Façade Only)                                            | R              | R              |
| Shutters or Window Trim Wrap<br>(Side Façade with Public Right-of-Way Frontage)                | R              | R              |
| At Least One (1) Window on Side Elevation (N1)                                                 | R              | R              |
| Wood/Fiber Cement Siding                                                                       | P              | P              |
| Brick, Cultured or Natural Stone                                                               | P (N2)         | P              |
| Vinyl Siding – Trim Elements Only<br>(limited to 20% of total façade area)                     | P              | P              |
| Decorative Brackets or Shelf Supports for Cantilever<br>Front Elevation Accent (if applicable) | R              | R              |

|                                                         |     |     |
|---------------------------------------------------------|-----|-----|
| Slab on Grade Foundation                                | P   | P   |
| Two-car Garage Minimum                                  | R   | R   |
| Decorative Light Fixture at Garage Doors                | R   | R   |
| Glass/Windows on Garage Doors                           | R   | R   |
| Homeowner's Association                                 | R   | R   |
| Roof Eaves – 8" Minimum (Front, Rear, and Side Facades) | R   | R   |
| Maximum Building Height                                 | 35' | 35' |
| R = required                      P = permitted         |     |     |

| BUILDING DESIGN STANDARDS – NOTES |                                                                                                                          |
|-----------------------------------|--------------------------------------------------------------------------------------------------------------------------|
| N1                                | For all units located on a corner lot, all facades fronting a right-of-way shall include a minimum of three (3) windows. |
| N2                                | Brick or stone located on a portion of the front exterior elevation shall be required on 75% of all detached units.      |



## 5. OPEN SPACE AND CONSERVATION

This Rezoning will allow the existing natural features on the Property to be largely preserved and featured as amenities for the resident. Development of the Property will either meet or exceed the Open Space and Conservation standards defined in UDO Section 14, and described below.

**On-Site Private Open Space.** The Town requires new development projects to provide On-Site Private Open Space to serve their tenants, residents, and/or patrons. On-Site Open Space may include a combination three components: Tree Preservation, Active Recreation, and Urban Civic Space. The Property shall meet or exceed the requirements below.

| ON-SITE PRIVATE OPEN SPACE                |                   |
|-------------------------------------------|-------------------|
| Total Area Required (minimum)             | 30% (37.31 acres) |
| Open Space Components                     |                   |
| Tree Preservation Area Required (minimum) | 20% (29.8 acres)  |
| Active Recreation Area Required (minimum) | 5% (7.5 acres)    |
| Urban Civic Space Required                | N/A               |
| Flexible Space Permitted                  | 5% (7.5 acres)    |

**Public Park Space.** The Town finds that new residential projects shall provide land and/or a cash payment to off-set their impact on the public parks system and to maintain the Town's adopted level of service for parks. New projects that contain residential dwelling units (including all subdivisions) shall dedicate public park land and/or provide a payment in lieu (subject to the limitations of Section 4.7) to the Town for the creation and development of public parks and recreation serving its residents. This Rezoning shall include a park dedication fee according to the standards of UDO Section 4.7.2.

**Conservation Areas.** The Town finds that conservation buffers and use restrictions are warranted along riparian corridors, designated greenways, and other critical environmental features to ensure their perpetual ecological and habitat functions. The conservation buffer standards are intended to protect natural resources (including riparian corridors and wetlands), specific watersheds, and areas along major roadway corridors and are intended to mostly remain in their natural state; where applicable, the buffers shall be enhanced with native trees and vegetation. This Rezoning shall comply with the Conservation Area requirements of UDO Section 4.8.

**Landscaping and Perimeter Buffers.** Common open space and amenity areas will be designed and landscaped with native and locally adapted plants, including pollinator species where appropriate. A five ft Type A buffer yard is provided at the perimeter of the Property, although a large portion of the perimeter buffer will be provided as Tree Preservation Area. A Type 'A' Modified buffer has been provided along Piney Grove-Wilbon. The density of plantings within this buffer has been increased, as shown in the typical detail on the Landscape Plan.

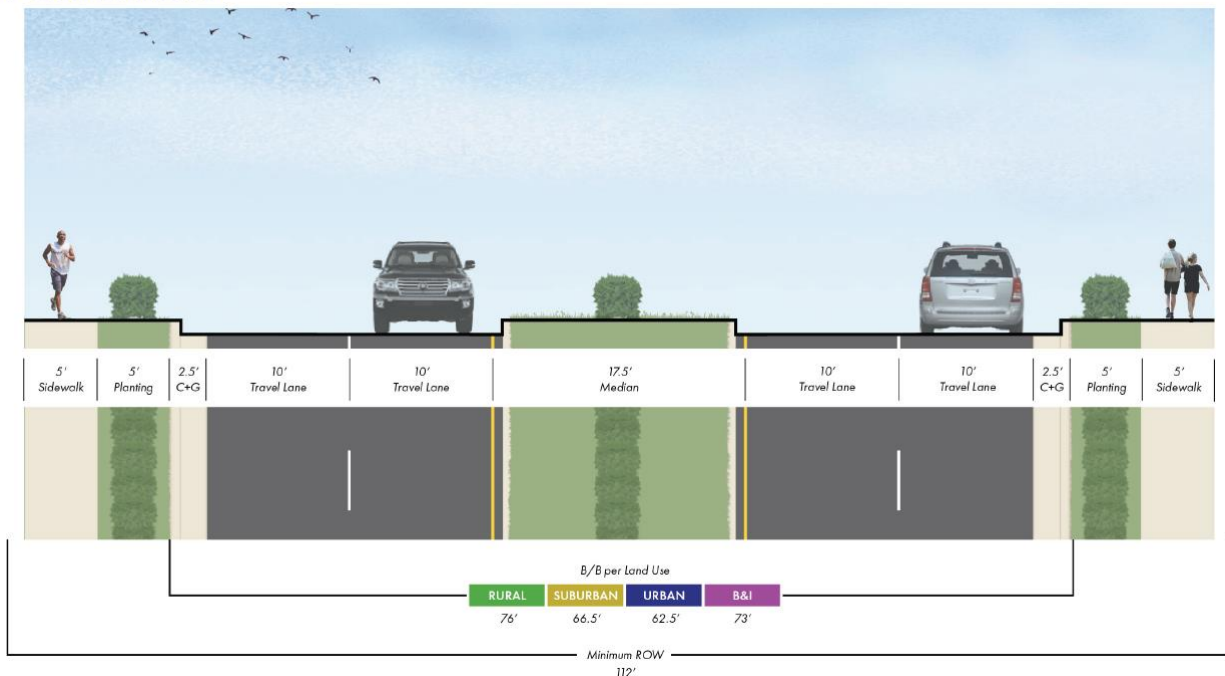
## 6. INFRASTRUCTURE

**Transportation.** Based on the Traffic Impact Analysis prepared for this Rezoning (see Elliott Farm TIA prepared by Kimley-Horn), the following improvements are recommended. These improvements, pending final coordination and subject to NCDOT and Town approval, shall be performed as part of this development.

### 1. Roadway Thoroughfare Widening:

- a. The project should accommodate ½ of the required roadway sections along site frontage along Piney Grove-Wilbon Road. Piney Grove-Wilbon Road is designated as a Thoroughfare (T-4A) in the Comprehensive Plan's Cross Section Map, and ½ of the required roadway shall be constructed along the site's frontage according to UDO requirements.

#### T-4A Minimum



### 2. Piney Grove-Wilbon Road at Fleming Road/North Site Driveway:

- a. Provide a northbound left-turn lane on Piney Grove-Wilbon Road with 50 feet of storage and appropriate tapers;
- b. Provide a southbound right-turn lane on Piney Grove-Wilbon Road with 50 feet of storage and appropriate tapers (this lane is assumed to be constructed as part of required frontage widening); and
- c. Construct the North Site Driveway with one ingress lane and one egress lane.

### 3. Piney Grove-Wilbon Road at South Site Driveway:

- a. Provide a northbound left-turn lane on Piney Grove-Wilbon Road with 50 feet of storage and appropriate tapers;

- b. Provide a southbound right-turn lane on Piney Grove-Wilbon Road with 50 feet of storage and appropriate tapers (this lane is assumed to be constructed as part of required frontage widening); and
- c. Construct the South Site Driveway with one ingress lane and one egress lane.

**Internal Street Network.** This Rezoning shall provide an internal street network that provides sufficient access and circulation for the amount of traffic expected to be generated. Internal roads shall include a variety of cross sections constructed according to the Town's Transportation Plan requirements.

Stub streets have been provided to the vacant parcel to the north where practical. A street has not been extended to the west or south because it is not practical due to environmental features, and is not a priority according to UDO Section 7.3.F.2. A stub street to the adjacent parcel to the northwest has not been provided due to the environmental features that would need to be disturbed to make this connection.

**Street Trees.** Street trees shall be planted along all streets in accordance with UDO Section 5.3.5.



## Town of Holly Springs Staff Report to the Planning Board

### REQUEST FOR ZONE MAP CHANGE

#### Elliott Farm 22-REZ-07

**PETITIONER(S):**

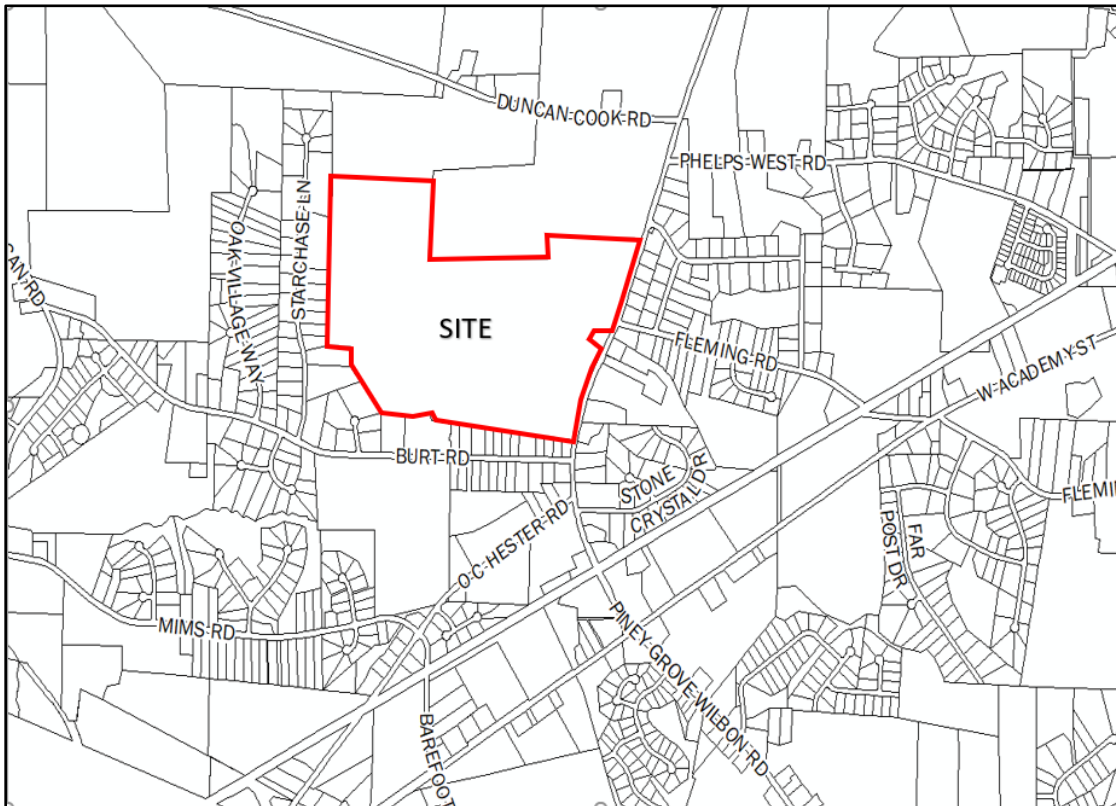
Mark Frederick  
Parker, Poe, Adams & Bernstein,  
LLP  
301 Fayetteville St., Suite 1200  
Raleigh, NC 27601

**DEVELOPER(S):**

Toll Brothers, Inc.  
Jeff Westmoreland  
900 Perimeter Park Dr., Suite B3  
Morrisville, NC 27650

**OWNER(S):**

Augustus G Elliott III Grace-  
Marie Elliott Gilchrist  
Irrevocable Trust  
Melick B Elliott  
300 Kite Dr.  
Fuquay-Varina, NC 27526

**LOCATION:**

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

**ANTICIPATED REVIEW SCHEDULE:**

Planning Board: May 23, 2023

Public Hearing and Town Council Action: June 20, 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          |
| Augustus G Elliott III Grace-Marie Elliott Gilchrist Irrevocable Trust<br>Melick B Elliott | 0646469015 | RR Rural Residential | 149.3 acres ± |
| TOTAL                                                                                      |            |                      | 149.3 acres ± |

| ADJACENT PROPERTY SITE DATA |                                                                           |                                  |
|-----------------------------|---------------------------------------------------------------------------|----------------------------------|
|                             | ZONING                                                                    | EXISTING LAND USE                |
| <b>Subject Property</b>     | RR Rural Residential                                                      | Agriculture                      |
| <b>North</b>                | RR Rural Residential<br>RA Residential Agriculture (Fuquay-Varina Zoning) | Agriculture                      |
| <b>South</b>                | R-30 (Wake County Zoning)                                                 | Detached single family dwellings |
| <b>East</b>                 | RA Residential Agriculture (Fuquay-Varina Zoning)                         | Detached single family dwellings |
| <b>West</b>                 | R-30 (Wake County Zoning)                                                 | Detached single family dwellings |

#### PROPERTY HISTORY

##### Rezoning History

Rezoning Number: 15-REZ-07

Original Zoning: Wake County

Proposed Zoning: R-30 Residential (Reassigned to RR with new UDO)

Approved by Town Council on: June 7, 2016/Effective June 17, 2016

| ZONE MAP CHANGE REQUEST            |                                |                                                                  |
|------------------------------------|--------------------------------|------------------------------------------------------------------|
|                                    | CURRENT                        | PROPOSED                                                         |
| <b>Zoning District</b>             | RR<br>Rural Residential        | NR-CD<br>Neighborhood Residential<br>Conditional Zoning District |
| <b>Future Land-Use Designation</b> | Mixed Residential Neighborhood | Mixed Residential Neighborhood                                   |

#### STAFF ANALYSIS

##### PROJECT OVERVIEW

The Town has received a request to rezone 149.3 acres ± located at 2836 Piney Grove Wilbon 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 <ul style="list-style-type: none"> <li>by-right</li> <li>with Conditional Zoning District</li> </ul>                      | 5 units/acre<br>8 units/ acre | 2.19 units/acre<br>(325 units) |
| Minimum Lot Frontage at the ROW for a Driveway <ul style="list-style-type: none"> <li>Detached Dwellings</li> <li>Attached Dwellings</li> </ul> | 60 feet<br>60 feet            | 44 feet<br>40 feet             |

**Permitted Uses (UDO Section 3):**

| Residential Uses                                            | UDO Standard                | Proposed Standard                                                                          |
|-------------------------------------------------------------|-----------------------------|--------------------------------------------------------------------------------------------|
| Attached Dwelling                                           | Permitted                   | Permitted                                                                                  |
| Detached Dwelling                                           | Permitted                   | Permitted                                                                                  |
| Recreation Facility, Indoor<br>Recreation Facility, Outdoor | Permitted Special Standards | Permitted in conjunction with residential development to provide recreation and amenities. |

**Building, Site & Subdivision Design (UDO Section 8):**

|                                  | UDO Standard                  | Proposed Standard                                                                                                                                                                                                                                              |
|----------------------------------|-------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Solar Energy System              | Allowance, but no requirement | All dwelling units shall be pre-configured with conduit for future connection of a solar energy system                                                                                                                                                         |
| Elevation Variety                | No design standards           | <ul style="list-style-type: none"> <li>Minimum of ten different floor plans</li> <li>Each floor plan will offer four different elevations</li> <li>No two adjacent lots shall be constructed with the same exterior elevation style or color scheme</li> </ul> |
| Building Façade Design Standards | No design standards           | <ul style="list-style-type: none"> <li>60% of all detached units shall include a front porch with a minimum area of fifty square feet</li> <li>See Building Design Standards Table below</li> </ul>                                                            |



| BUILDING DESIGN STANDARDS                                                                      |  | DETACHED<br>UNITS | ATTACHED<br>UNITS |
|------------------------------------------------------------------------------------------------|--|-------------------|-------------------|
| Shutters or Window Trim Wrap<br>(Front Façade Only)                                            |  | R                 | R                 |
| Shutters or Window Trim Wrap<br>(Side Façade with Public Right-of-Way Frontage)                |  | R                 | R                 |
| At Least One (1) Window on Side Elevation (N1)                                                 |  | R                 | R                 |
| Wood/Fiber Cement Siding                                                                       |  | P                 | P                 |
| Brick, Cultured or Natural Stone                                                               |  | P (N2)            | P                 |
| Vinyl Siding – Trim Elements Only<br>(limited to 20% of total façade area)                     |  | P                 | P                 |
| Decorative Brackets or Shelf Supports for Cantilever<br>Front Elevation Accent (if applicable) |  | R                 | R                 |
| Slab on Grade Foundation                                                                       |  | P                 | P                 |
| Two-car Garage Minimum                                                                         |  | R                 | R                 |
| Decorative Light Fixture at Garage Doors                                                       |  | R                 | R                 |
| Glass/Windows on Garage Doors                                                                  |  | R                 | R                 |
| Homeowner's Association                                                                        |  | R                 | R                 |
| Roof Eaves – 8" Minimum (Front, Rear, and Side Facades)                                        |  | R                 | R                 |
| Maximum Building Height                                                                        |  | 35'               | 35'               |
| R = required                      P = permitted                                                |  |                   |                   |

| BUILDING DESIGN STANDARDS – NOTES |                                                                                                                          |
|-----------------------------------|--------------------------------------------------------------------------------------------------------------------------|
| N1                                | For all units located on a corner lot, all facades fronting a right-of-way shall include a minimum of three (3) windows. |
| N2                                | Brick or stone located on a portion of the front exterior elevation shall be required on 75% of all detached units.      |

**Landscaping (UDO Section 5):**

|                  | <b>UDO Standard</b> | <b>Proposed Standard</b>                                                  |
|------------------|---------------------|---------------------------------------------------------------------------|
| Perimeter Buffer | 5 ft. Type A        | 5' Type A modified along Piney Grove-Wilbon Rd. with additional plantings |

**PLANNING & ZONING****Vision Holly Springs Section 1: Land Use & Character Plan****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. Infill development should be sensitive to the uses and densities along the perimeter of adjacent neighborhoods.

**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. Key characteristics include:

- 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.

## **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 Piney Grove Wilbon Rd frontages of this proposed development. The applicant has shown that they plan to be fully compliant with this requirement and are showing the Sidepath in their Zoning Exhibits.

### **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.

## **CIVIL IMPROVEMENTS**

### **Potable Water:**

With this development, a regional connection will be made to the existing 30" watermain located in Piney Grove Wilbon Road with a new stub proposed to the west for future connection. The proposed connection point is north of the property at Duncan Cook Road. From this connection, the proposed development will be served by a new parallel watermain proposed along Piney Grove Wilbon. The new parallel watermain will be extended across the property's frontage as well as throughout the development.

**Sanitary Sewer:**

With this development, a new pump station is proposed in the northwest corner of the site to serve the property. Approximately 21,150 LF of forcemain is proposed from the new pump station and along Piney Grove Wilbon to ultimately discharge into the Basal Creek Pump Station. This development will trigger and be required to complete the Phase 3 upgrades for the Basal Creek Pump Station per the study completed in 2019 by the Lowe's development.

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

**Transportation:****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 property street frontage to meet ½ of the ultimate street cross section, including a 10' sidepath, in accordance with the CTP.
- Improvements required at the northern site driveway/Fleming Road:
  - An exclusive northbound left-turn lane on Piney Grove Wilbon Road is required by the TIA. The developer is designing and constructing these improvements at their own expense.
  - An exclusive southbound left-turn lane on Piney Grove Wilbon Road is required by the TIA. The developer is designing and constructing these improvements at their own expense.
  - An exclusive southbound right-turn lane on Piney Grove Wilbon Road is required by the TIA. The developer is designing and constructing these improvements at their own expense.
  - The northern site driveway is to be constructed with one ingress and one egress lane.
  - The northern site driveway is to be a full access intersection.
- Improvements required at the southern site driveway:
  - An exclusive northbound left-turn lane on Piney Grove Wilbon Road is required by the TIA. The developer is designing and constructing these improvements at their own expense.
  - An exclusive southbound right-turn lane on Piney Grove Wilbon Road is required by the TIA. The developer is designing and constructing these improvements at their own expense.
  - The southern site driveway is to be constructed with one ingress and one egress lane.
  - The southern site driveway is to be right-in/ right-out/ left-over intersection.

**ZONE MAP CHANGE ANALYSIS**

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. A comprehensive and connected network of open space provides gathering space and preserves tree stands. Neighborhoods are organized around a central gathering space with smaller pocket parks distributed throughout the neighborhood. Density is highest around the central gathering place or park. Lots transition from smaller to larger transitioning to single family detached.

The site has an existing single-family home and outbuildings and has historically been used for agriculture. Existing tree areas are found on the site perimeter and near on-site ponds, wetlands, and creeks. Preservation of many of these ponds and natural areas are proposed to be incorporated into the

development. The applicant notes the conceptual layout integrates existing natural features and provides walking trails and gathering spaces as part of a creative and thoughtful design.

The proposed development is mostly per the base standards of the UDO with the exception of narrower lots with front driveways, design standards for single- and two-family dwellings, and modified buffer along Piney Grove Wilbon Road. The majority of housing type is single-family detached homes, but some duplexes are proposed in PODs A & B. These are located along the eastern half of the site with only single family in the western half. No further commitment was proposed beyond this for varying housing types or development patterns. Building architectural design features are proposed for the front and street side of all dwellings. A variety of facades will be incorporated and adjacent buildings cannot be similar in style or color scheme. Each home will also be equipped with an outlet for future connection of electric vehicle (EV) charging equipment and conduit for a solar energy system.

Street stubs are shown for properties to the north but not to the east and south. The applicant notes natural features and existing development patterns as reasons for not providing connections. Full street connection may or may not be possible, but pedestrian only connections were also not proposed. The design includes an internal pedestrian system through sidewalks along proposed streets and walking trails in the central and northern portions of the site, but no trails are proposed in the southwest portion of the site. All lots will have driveway access onto the adjacent internal streets, and some of the lots are narrower than required by the UDO. Walkability will be diminished by the number of driveways.

A large community open space with pool, outdoor courts, and club house is shown in the northeast corner of the site. Other small open spaces with more passive activities such as (reading nooks, birdwatching, community garden, shade structure) are proposed in other parts of the development. A minimum of 30% open space is required (20% tree preservation, 5% active recreation, and 5% flexible space). The flexible space is a mix of tree preservation and stormwater facilities. The active space is generally centralized away from the majority of the residents and the active recreation is the minimum required by the UDO.

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 some of the characteristics of the Mixed Residential Neighborhood, such as providing multiple housing types and lot sizes, but not others. Areas of inconsistency include parking at the side or rear of the lot to enhance streetscape and walkability, walkable transportation networks, and avoiding front-facing garages or having greater setback of such garages.

One of the modified standards is to allow narrow lots with front driveway access, which does not enhance streetscape/walkability and is not aligned with the Land Use & Character Plan vision for Mixed Residential Neighborhoods. This provides some variety in lot size, but, since no alleys are proposed, each unit will have a driveway on the street frontage which will increase the number of driveways along local and collector streets – potentially impacting walkability and streetscape. It is not clear how the flexibility to allow narrower lots with driveways has created a more creative or unique design that meets the characteristics of the Mixed Residential Neighborhood.

#### **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 ensure a unique or innovative design related to
  - pedestrian oriented communities

- open space design
  - lot layout and development patterns
  - building design
2. The Comprehensive Plan notes characteristics of a Mixed Residential Neighborhood including many related to walkability, parking location, street grids, connectivity, sensitivity to natural resources, and development patterns. Does the overall proposal align with the characteristics of a Mixed Residential Neighborhood?

## **PLANNING BOARD RECOMMENDATION**

### **ACTION #1:**

#### **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 a central gathering space and pocket parks dispersed throughout the community.

### **ACTION #2:**

#### **ZONE MAP CHANGE PETITION MOTION:**

Motion that the Planning Board recommend the Town Council approve / deny Zone Map Change Petition #22-REZ-07 to change the zoning of 149.3 acres of Wake County PINs #0646469015 from RR: Rural Residential to NR CD: Neighborhood Residential Conditional District as submitted by Parker Poe Adams & Bernstein LLP.





**Ordinance No.** RZ23-05

**Date Submitted:** June 20, 2023

**Date Adopted:** June 20, 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 149.3 acres of Wake County PIN 0646469015 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 May 23, 2023 and recommended approval by a vote of 9-0; and

**WHEREAS**, in accordance with NCGS § 160D-601, the Town of Holly Springs held a legislative hearing on June 20, 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 and the proposed NR-CD 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 by introducing a variety of housing types which will increase home & neighborhood choices in Holly Springs; and

**THEREFORE, BE IT ORDAINED** by the Holly Springs Town Council of the Town of Holly Springs, North Carolina, that the Unified Development Ordinance of the Town is amended as follows:

Part 1: **Amend Unified Development Ordinance Section 1.7 Official Zoning Map** with the following rezoning request: #22-REZ-07 to change the zoning of PIN# 0646469015 from RR Rural Residential to NR-CD Neighborhood Residential Conditional Zoning District.

Part 2:

**REPEAL OF CONFLICTING ORDINANCES**

All ordinances or parts of the Unified Development Ordinance of the Town of Holly Springs conflicting or inconsistent with the provisions of this rezoning ordinance are hereby repealed.

Part 3:

**SEVERABILITY**

If any section, part of a section, paragraph, sentence, clause, phrase, or word of this Ordinance, or application of this Ordinance to any one parcel or group of parcels is for any reason held or declared to be unconstitutional, inoperative or void, such holdings shall not affect the remaining portion of this Ordinance or application of this Ordinance to other parcels and it shall be construed to have been the legislative intent to pass the Ordinance without such unconstitutional, invalid or inoperative part therein, and the remainder of this Ordinance after the exclusion of such part or parts shall be deemed to be held valid as if such part or parts had not been included therein, or if this Ordinance or any of the provisions thereof shall be held inapplicable to any person, group of persons, property, kind of property, circumstances, or set of circumstances, such holdings shall not affect the applicability thereof to any other person, property or circumstances.

Part 4:

**INCLUSION IN UDO**

It is the intention of the Town Council entered as hereby ordained, that the provisions of this Ordinance shall become and be made part of the Unified Development Ordinance of the Town of Holly Springs, North Carolina; that the Section(s) of this Ordinance may be renumbered or relettered to accomplish such intention, and that the word "Ordinance" may be changed to "Section, or "Article" or other word.

Part 5:

**EFFECTIVE DATE**

The provisions of this ordinance shall become effective June 20, 2023 in accordance with the laws of the State of North Carolina.

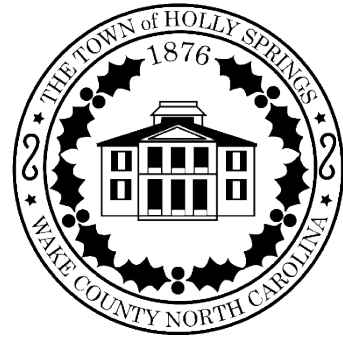
Adopted this, the 20<sup>th</sup> day of June, 2023.

**Town of Holly Springs by**

\_\_\_\_\_  
Sean Mayefskie, Mayor

**ATTEST:**

\_\_\_\_\_  
Linda McKinney, Town Clerk





# Holly Springs Planning Board

## *Planning Board Meeting Agenda Cover Sheet*

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### Agenda Item#: 14.

#### **Public Hearings**

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

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

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

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#### **Action(s):**

- Open public hearing continued from July 18, 2023 Council meeting.
- Consider Adoption of Rezoning Ordinance RZ23-06 to adopt the statement of compatibility and approve rezoning.
- Consider Adoption of the Development Agreement.

#### **Explanation:**

- This item's public hearing was on the July 18, 2023 Town Council agenda but was continued to August 15th to finalize the Developer Agreement for a crosswalk at the Piney Grove Wilbon Road/Honeycutt Road intersection.
- 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

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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.
- A developer Agreement is being proposed to obligate the developer to install an off-site side path to make a necessary connection for the Town in exchange for credits against Parks and Recreation fees in lieu for the construction and the acquisition costs.

### **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 Holt 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 public hearing was opened on July 18, 2023 and continued to the August 15 meeting.
- 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.
- 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

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Council is considering for each respective case.

- Applicable Ordinance: 2022 UDO
- Process: Legislative, Rezoning

**Funding Source(s):**

N/A

**Attachment(s):**

1. 22REZ15\_CassHoltCrossing\_Petition
2. 22REZ15\_CassHoltCrossing\_StaffReport\_062523
3. 22REZ15\_CassHoltCrossing\_Plans
4. 22REZ15\_CassHoltCrossing\_Manual
5. RZ23-06 CassHoltCrossing\_Ord
6. Cass Holt Crossing Developer's Agreement\_



# 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](http://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) Evelyn Betty Dewar PIN/REID 0648310294 Date 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**

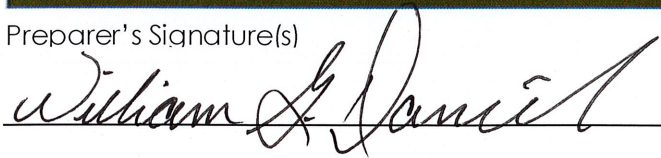
Watermains of 12" or 16" as shown on the Town's Long Range Water Plan are proposed along both Cass Holt Road and Honeycutt Road abutting the property. Those waterlines will be installed by the developer in accordance with Town Policies. The watermain extension by the developer to serve the project includes 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**

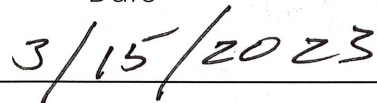
The Town's Comprehensive Plan indicates the presence of streams, ponds, and associated potential riparian buffers on the property. Those natural features have been taken into account in the design of the proposed development plan, and the proposed open space areas of the envisioned development have been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

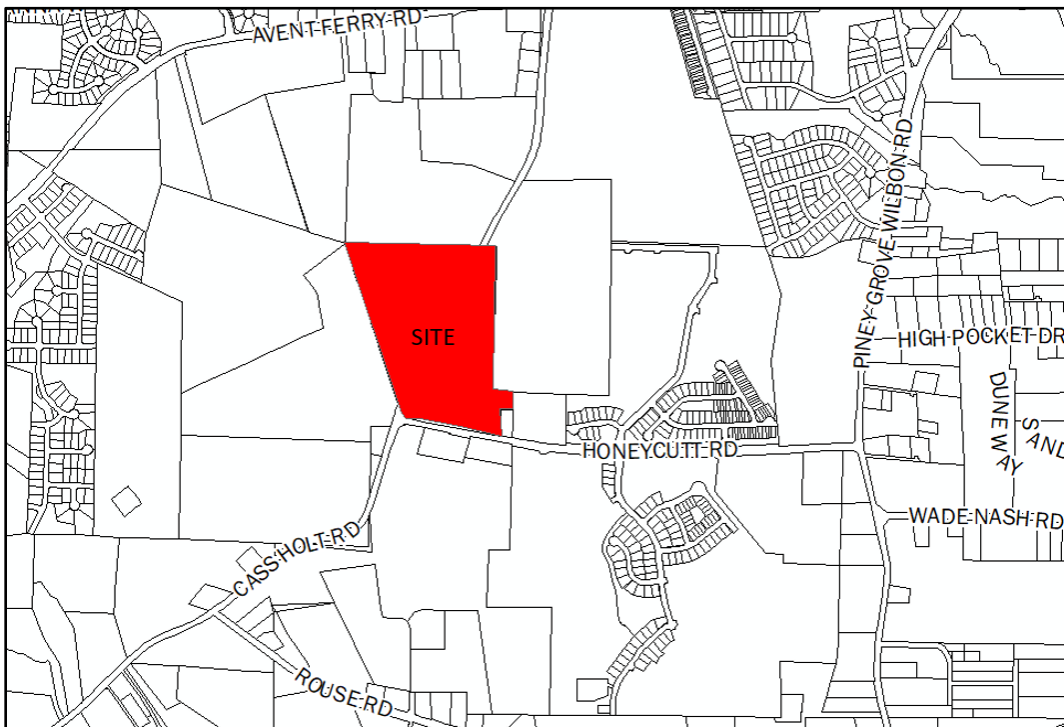
**DEVELOPER(S):**

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                                |
| <b>Subject Property</b>     | RR Rural Residential | Agricultural and Detached single family dwelling |
| <b>North</b>                | RR Rural Residential | Vacant, Agricultural and future Cass Holt Park   |
| <b>South</b>                | RR Rural Residential | Agricultural and Detached single family dwelling |
| <b>East</b>                 | RR Rural Residential | Agricultural and Detached single family dwelling |
| <b>West</b>                 | RR Rural Residential | Agricultural and Detached single family dwelling |

| PROPERTY HISTORY                                   |  |
|----------------------------------------------------|--|
| <b>Rezoning History</b>                            |  |
| 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                                                         |
| <b>Zoning District</b>             | RR<br>Rural Residential        | NR-CD<br>Neighborhood Residential<br>Conditional Zoning District |
| <b>Future Land-Use Designation</b> | 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 <ul style="list-style-type: none"> <li>by-right</li> <li>with Conditional Zoning District</li> </ul> | 8 units/acre<br>12 units acre | 2.34 units/acre (106 units)                            |
| Minimum Lot Frontage at the ROW for a Driveway <ul style="list-style-type: none"> <li>Detached Dwellings</li> </ul>        | 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

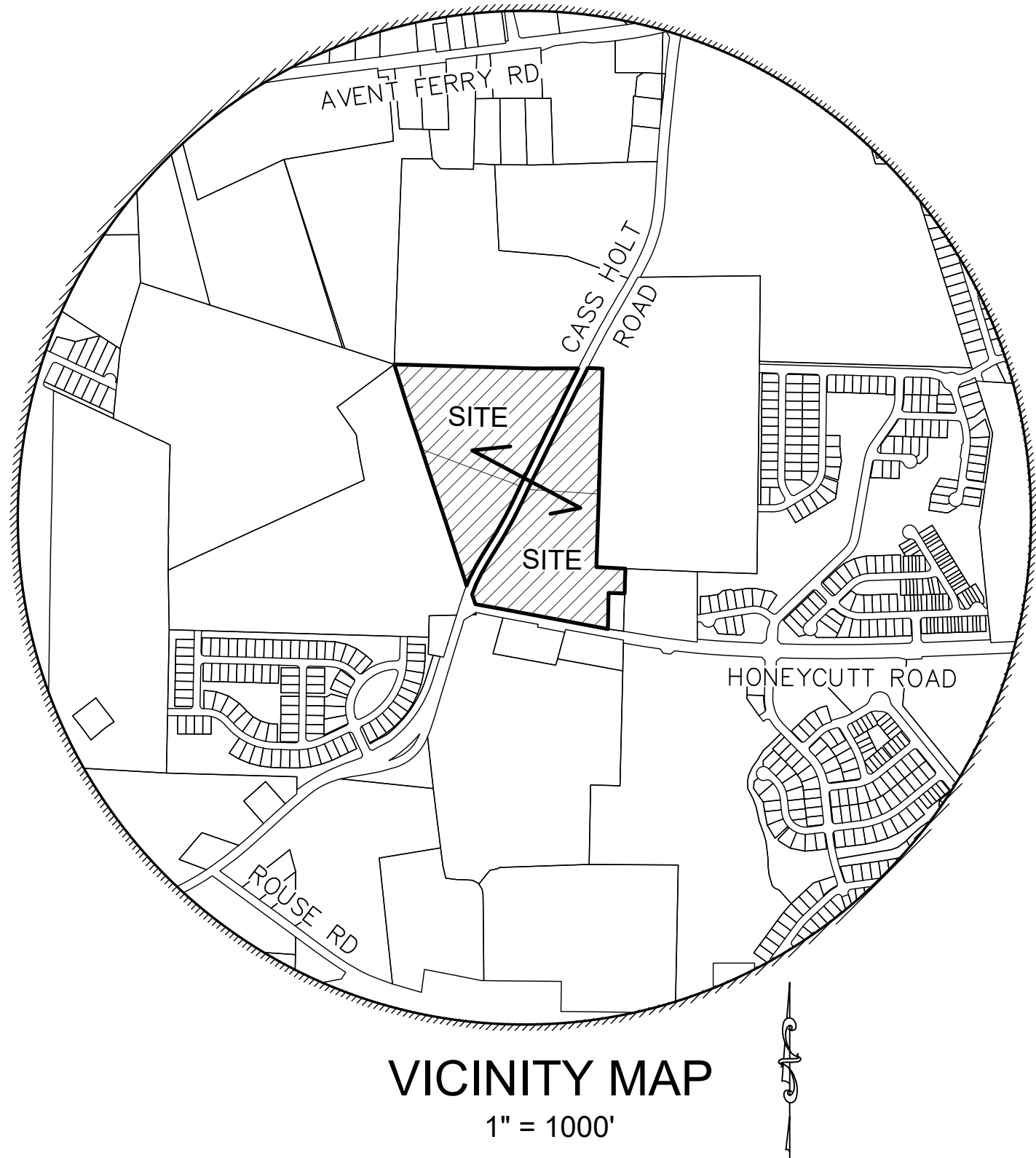
**ACTION #1:**

**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<br>& SITE ADDRESS:                      | 0648.22.8106 – 5608 Cass Holt Road<br>0648.31.0294 – 5629 Cass Holt Road                                                                             |
| PREPARER'S INFO:                                        | William G. Daniel & Associates, PA<br>1150 SE Maynard Road Suite 260<br>Cary NC 27511<br>Tele: 919.467.9708 / Fax: 919.460.7585<br>bdaniel@wmgda.com |
| OWNER(S):                                               | Weatherspoon, Leonard A Heirs<br>921 Deerfield Road<br>Raleigh NC 27609<br><br>Dewar, Evelyn B<br>5629 Cass Holt Road<br>Holly Springs NC 27540      |
| CONTRACT TO PURCHASE:                                   | Milestone Developments, LLC<br>142 Towerview Court<br>Cary NC 27519<br>Tele: 919.417.4429 / Fax: –<br>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

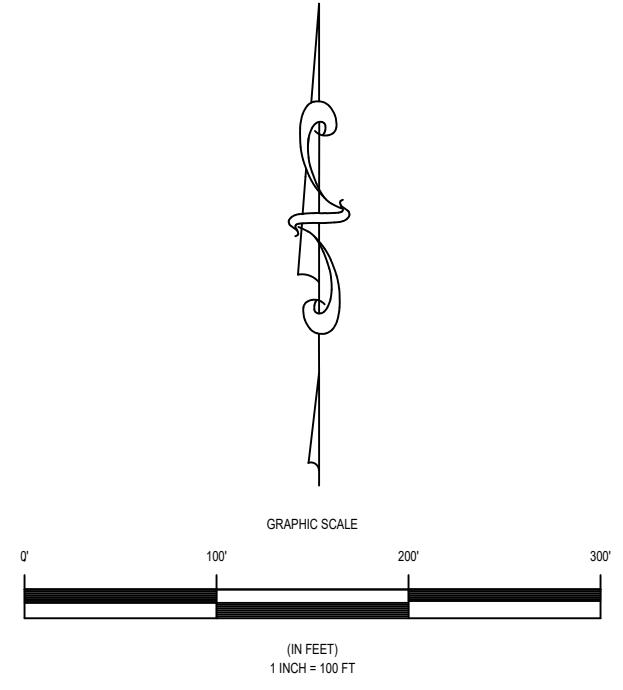
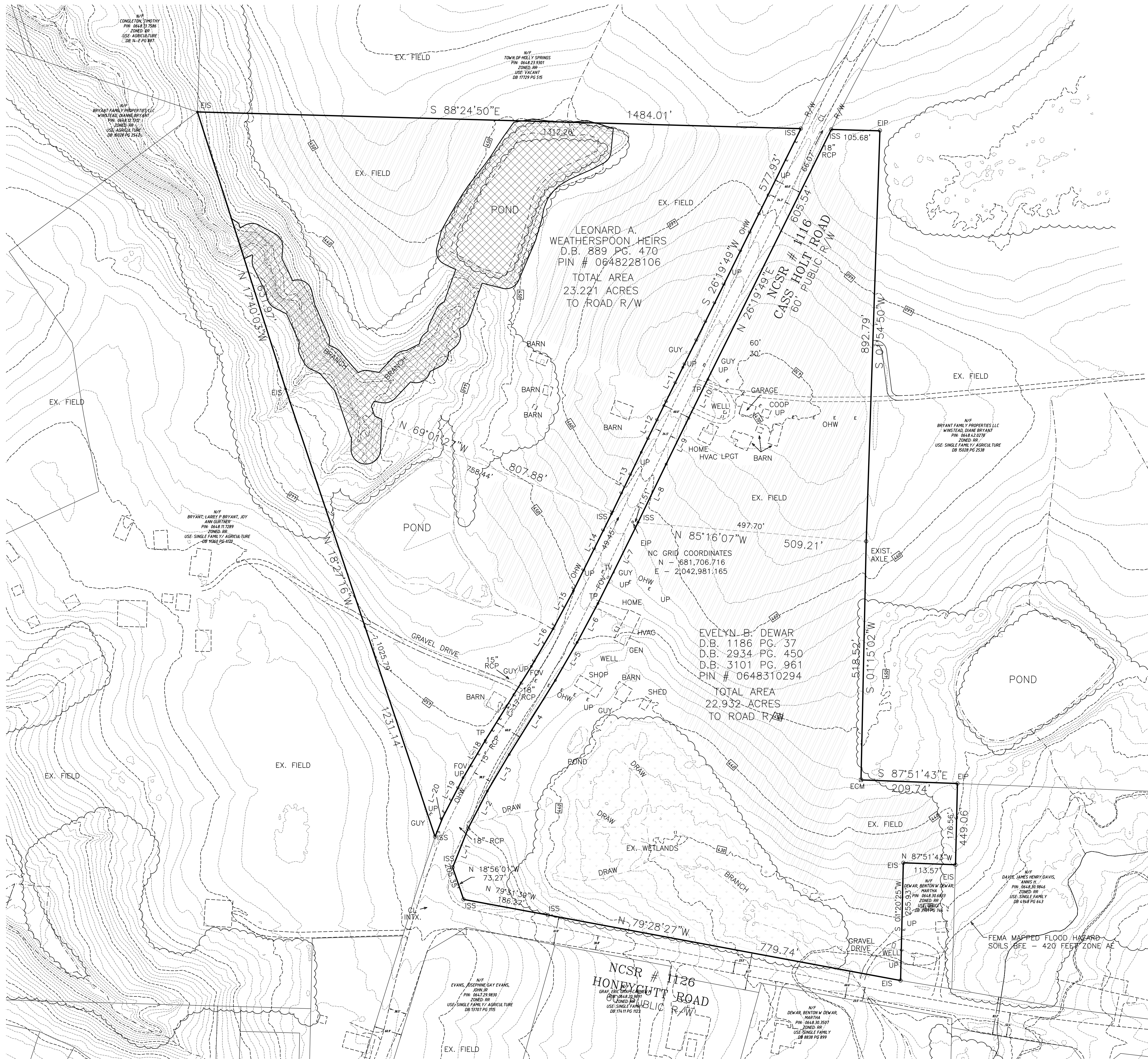
Project  
Cass Holt Crossing

Existing Conditions Plan

Date  
October 28, 2022

Scale  
1" = 100'

Sheet



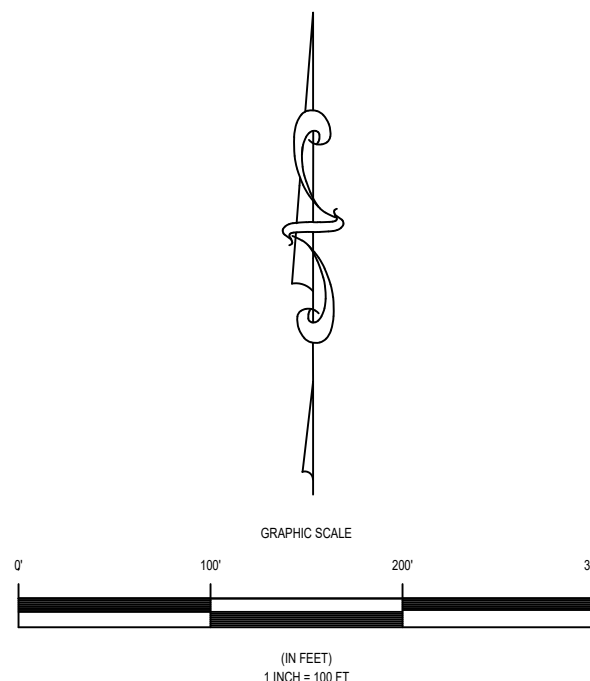




| SITE DATA                                               |                                                                                                                                                      |
|---------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|
| PROJECT NAME:                                           | Cass Holt Crossing                                                                                                                                   |
| WAKE COUNTY PIN & SITE ADDRESS:                         | 0648.22.8106 - 5608 Cass Holt Road<br>0648.31.0294 - 5629 Cass Holt Road                                                                             |
| PREPARER'S INFO:                                        | William G. Daniel & Associates, PA<br>1150 SE Maynard Road Suite 260<br>Cary NC 27511<br>Tele: 919.467.9708 / Fax: 919.460.7585<br>bdaniel@wmgda.com |
| OWNER(S):                                               | Weatherspoon, Leonard A Heirs<br>921 Deerfield Road<br>Raleigh NC 27609<br><br>Dewar, Evelyn B<br>5629 Cass Holt Road<br>Holly Springs NC 27540      |
| CONTRACT TO PURCHASE:                                   | Milestone Developments, LLC<br>142 Towerview Court<br>Cary NC 27519<br>Tele: 919.417.4429 / Fax: -<br>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.

|  |                    |
|--|--------------------|
|  | POD #1 (±6.21 Ac)  |
|  | POD #2 (±9.73 Ac)  |
|  | POD #3 (±1.73 Ac)  |
|  | POD #4 (±20.61 Ac) |



| 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

Schematic Layout

Date  
October 28, 2022

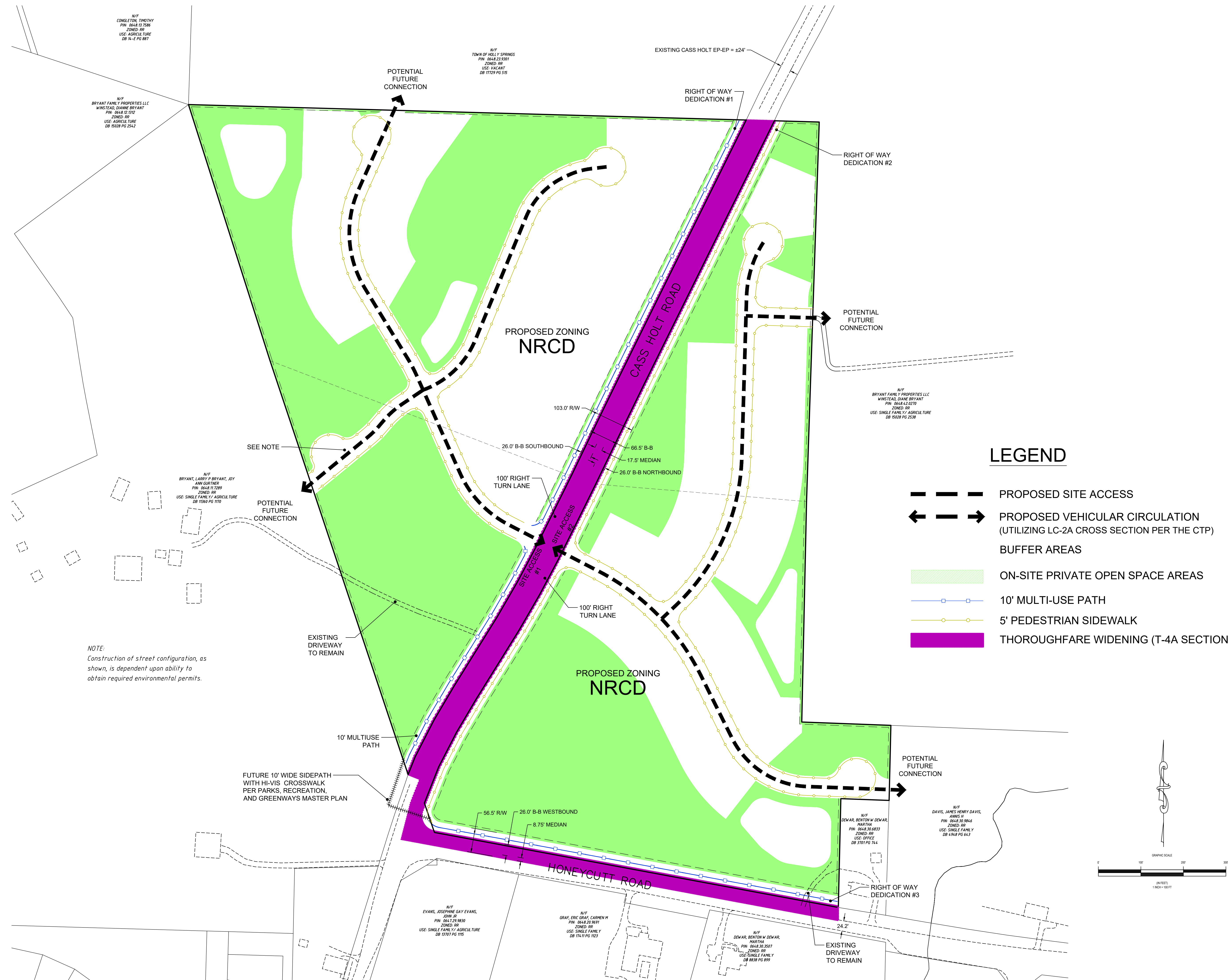
Scale  
1" = 100'

Sheet

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





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@wmda.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: 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





| 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    |





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               | -                 | -                       | -        | -     | -                     |
| Sidepath                           | 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

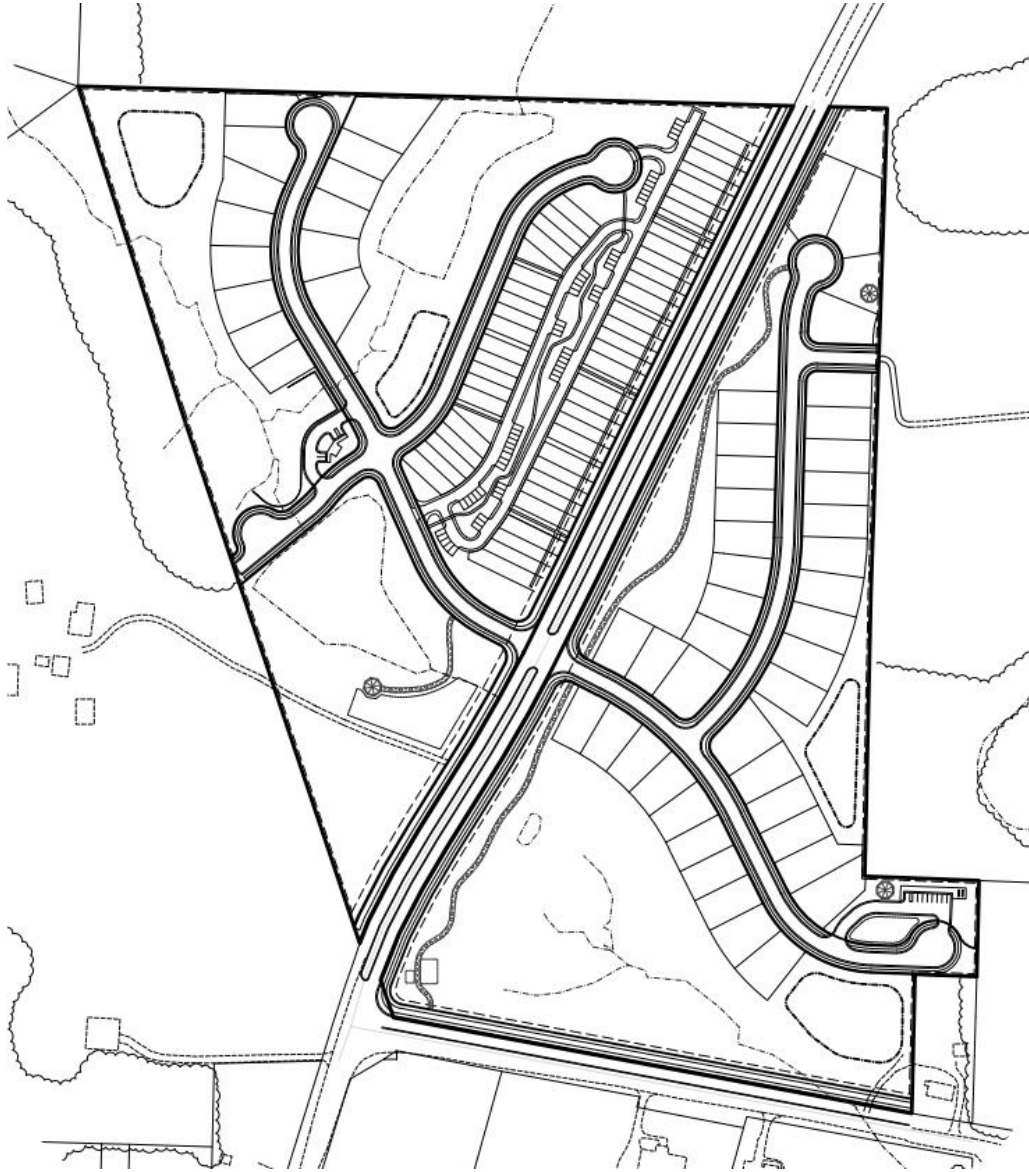
Sheet







# 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.

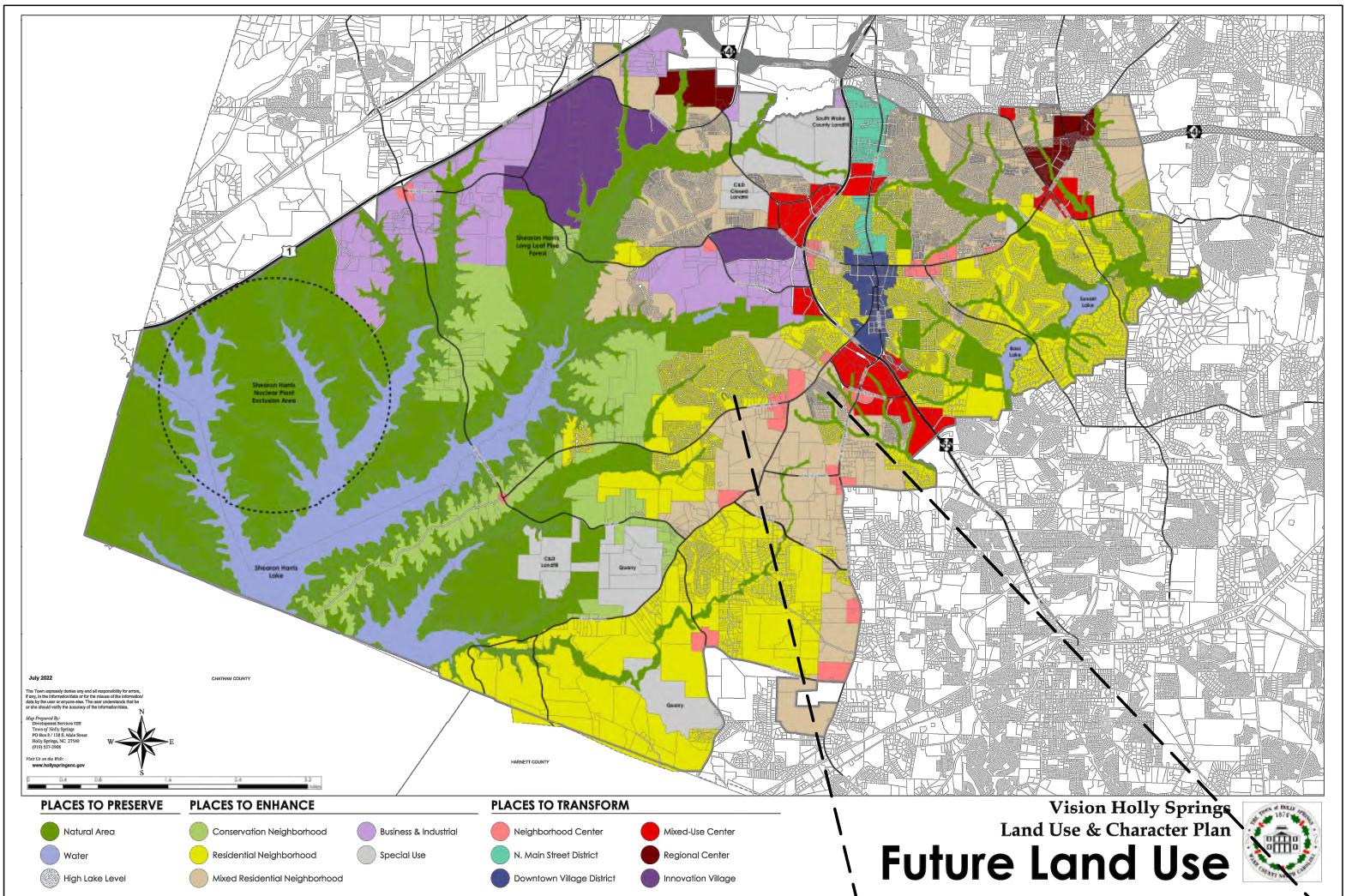
Most of the property is devoted to agricultural uses and exists as cultivated fields. Woodlands of mixed pines and hardwoods occupy portions of the property along the streambanks and within areas of wetlands.

## Existing Conditions





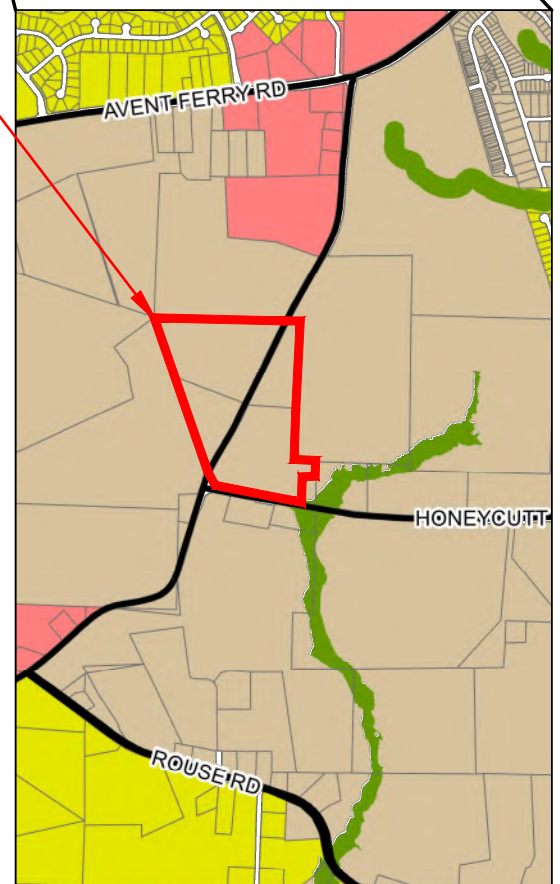




**SITE**

## 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.



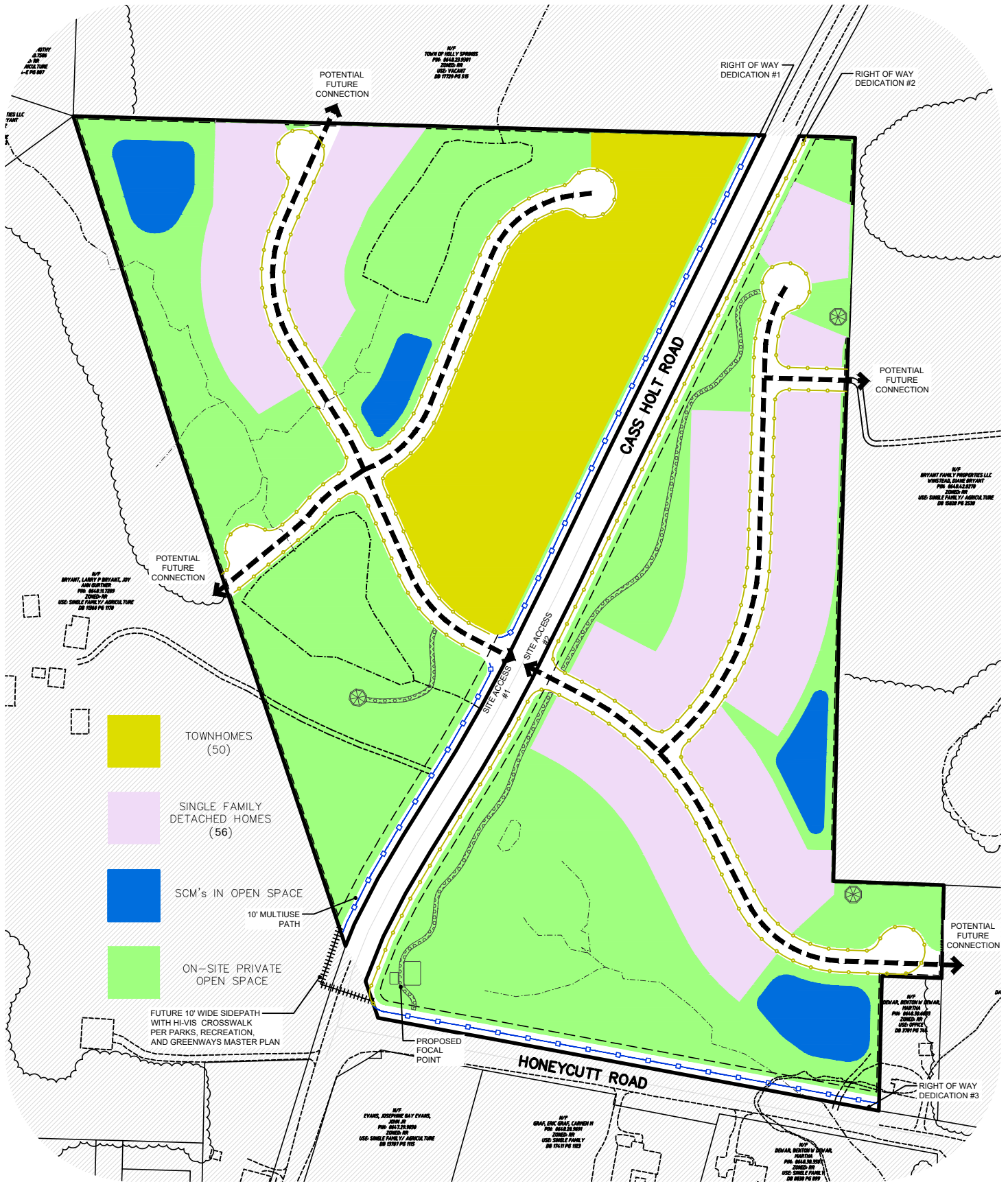


### **Rezoning Proposal/ Envisioned Development Concept**

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 18<sup>th</sup> day of July 2023.

**Town of Holly Springs by**

\_\_\_\_\_  
Sean Mayefskie, Mayor

**ATTEST:**

\_\_\_\_\_  
Linda McKinney, Town Clerk







**STATE OF NORTH CAROLINA  
COUNTY OF WAKE**

**DEVELOPMENT AGREEMENT REGARDING INFRASTRUCTURE  
CONSTRUCTION AND FEE REIMBURSEMENT**

**BY AND BETWEEN**

**MILESTONE DEVELOPMENTS, LLC  
&  
THE TOWN OF HOLLY SPRINGS**

**THIS AGREEMENT** (“Agreement”), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the **TOWN OF HOLLY SPRINGS**, a North Carolina Municipal corporation, hereafter referred to as the “Town” and **MILESTONE DEVELOPMENTS, LLC** a North Carolina limited liability company, its successors and/or assigns, hereafter referred to as the “Developer.”

**WITNESSETH:**

**WHEREAS**, the Developer is developing two tracts with the following PIN Numbers: 0648310294 and 0648228106. The development is known as “Cass Holt Crossing”. These two tracts are approximately 22.96 and 23 acres respectively, for a total approximate 45.96 acres; and,

**WHEREAS**, Larry P. Bryant and Joy Ann Gurtner Bryant are fee simple owners by tenancy in common of an approximate 45.99-acre tract with the following PIN: 0648117289 (the “Bryant Tract”) that is adjacent to Cass Holt Crossing and not part of that development; and,

**WHEREAS**, the Developer seeks to bridge an approximate 110-foot gap in a 10-foot-wide side path in order to extend the side path from the western portion of Cass Holt Crossing across Cass Holt Road at a safe crossing point to the eastern portion of Developer’s development (the “Project” or “Side Path Extension. A diagram of the Side Path Extension for Cass Holt Crossing is attached hereto and incorporated herein as Exhibit A; and,

**WHEREAS**, the completion of an unbroken side path for Cass Holt Crossing requires that the Side Path Extension cross the Bryant Tract for approximately 110 feet; and

**WHEREAS**, the Developer desires careful integrations between public and private capital facilities planning, financing, and construction, and further desires sufficient assurances that development standards, ordinances, policies and procedures remains stable throughout the extended period of development; and,

**WHEREAS**, it is beneficial to the Town and Developer to construct and coordinate the completion of the Side Path Extension to serve Cass Holt Crossing and the future needs of the Town; and

**WHEREAS**, the Town is authorized to enter into this contract pursuant to N.C.G.S. § 160D-1001(b) and 160D-1003, and may contract with the Developer to carry out the public purposes set forth herein pursuant to N.C.G.S. §160D-1001(a) and the Town Council of Holly Springs has determined that it is in the best interests of its citizens to do so;

**WHEREAS**, the Town requires certain fees to be paid upon development of land and for the granting of a building permit, said fees being listed in the Town's annual budget and the Developer, in consideration of the foregoing benefits enjoyed by this Agreement hereby agrees that it (i) is familiar with these fees as currently listed on the Town's website pursuant to its annual adopted budget ordinance, (ii) does not dispute the reasonableness of these fees as currently listed; and (iii) notwithstanding any reimbursements discussed below or any fees reduced or waived via an economic development agreement between the Town and the Developer, hereby agrees to timely pay all normal and customary fees to the extent applicable to the Developer in connection with its development of the Site at such time as the applicable fee becomes due to the Town in the ordinary course of development unless otherwise provided for herein; and,

**WHEREAS**, the Town considers the completion of Cass Holt Crossing to be favorable to the Town. Further, the Developer has agreed to design, secure bids, award the contract, initially pay for and oversee the construction of Cass Holt Crossing subject to the terms below; and,

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, which are incorporated by reference as if set forth below, the Town and the Developer agree as follows:

## **ARTICLE I**

1. **General:** All terms of this Agreement shall become enforceable upon the later of: (i) the signing of this Agreement by the Developer and ratification of this Agreement by the Town Council; (ii) the annexation of the Property into the Town, if not already annexed; and (iii) the approval of the Master Plan by the Town Council, if not yet approved. For the portions of the Property not currently within the corporate limits of the Town (if applicable), Town Council shall in its sole legislative discretion make the determination after holding a public hearing on the matter as to whether the ETJ Property shall be annexed into the corporate limits of the Town.

### **2. Definitions:**

- a. **Actual Costs:** The amount of true costs actually incurred for construction of a certain project described herein upon final completion and approved by the Town, inclusive of the cost of acquiring easements or rights of way from those not party to this agreement, but exclusive of any administrative costs (i.e., profit and overhead) of the Developer, or any project construction contingency. Any such costs which herein after are agreed to be reimbursed or otherwise paid by the Town shall be audited by the Town under generally accepted accounting principles for governments for a period of three (3) years after the last act under this Agreement. Developer's right of reimbursement for Actual Construction Costs pursuant to the terms of this Agreement is contingent upon Developer first receiving from the Town advance written consent to the expected cost of an applicable transaction before the cost is

incurred, provided, that such consent shall not be unreasonably withheld or delayed by the Town.

- b. **Construction Drawings**: The civil engineering drawings for the Project as submitted to and approved by the Town and other applicable authorities as required for the issuance of construction permits for the Project.
- c. **Infrastructure Project(s)**: Any project or Public Improvement, described herein that will become an asset of the Town or NCDOT, regardless of who constructs it.
- d. **Parkland Dedication Fees-In-Lieu** – The Town’s standard fee required for subdivision of land pursuant to N.G.G.S § 160D-804(d) and the Town’s Unified Development Ordinance (UDO).
- e. **Project**: The Town’s and Developer’s plan to develop the Property in the manner described in the Master Plan, and as approved by the Town Council through its normal development process.
- f. **Public Improvements**: The construction, according to the specifications and conditions of the Town, of a Side Path Extension for Cass Holt Crossing that would connect pre-existing side paths, as described in the Master Plan or other construction documents approved by the Town.
- g. **Project Permits**: The building permits for the construction of the Project pursuant to the approved Construction Drawings.
- h. **Side Path**: A paved public trail, with a standard width of ten (10) feet, typically located within a street right-of-way.

## ARTICLE II DESCRIPTION OF AGREEMENT

1. **TERM**: The duration of this Agreement is for five (5) years from execution of this Agreement. The parties are not precluded from entering into subsequent agreements that may extend the original term. Any obligations of the Town to reimburse the Developer extending beyond expiration of the Term shall be in full force and effect. Failure of the Developer to commence the Project within the Term shall terminate all obligations herein, however failure to complete the Project within the term shall not relieve the Developer or Town of its obligations. After ten (10) years of the execution of this Agreement, any obligation of the Town to reimburse the Developer shall cease.

2. **REZONING**: The Parties hereby agree that the current zoning of the Property surrounding infrastructure is inadequate to support the Master Plan and the Project. Certain Infrastructure Projects are necessary in order to maintain the health, safety, and welfare of the Property, its future uses, and the residents of the surrounding area that may be affected by the Project. While the Project is consistent with the Town’s long-range planning documents, the current infrastructure does not exist and therefore the Town would not ordinarily grant zoning

approval, Project Permits, such approvals as the Master Plan, grading plans, and other governmental approvals until such time as certain Infrastructure Projects are in place to accommodate the residents of the Project. The Town and Developer wishes to accelerate the Town's approval through its covenants herein and provide assurances that such infrastructure will be sufficient to serve the Project and not negatively affect those properties in proximity to the Property.

3. Public Improvements:

- (a) CONSTRUCTION: The Developer shall design the Side Path Extension for Cass Holt Crossing, subject to approval by the Town, concurrently with the infrastructure design for the first phase of the Cass Holt Crossing. After approval by the Town of the scope of work to be bid, Developer will secure work bids for the ten (10) foot wide side path and associated pedestrian crossing and any peripheral items, including but not limited to a pedestrian signal and signage. Upon approval by the Town, Developer will award the contract and will cause the Side Path Extension for Cass Holt Crossing to be constructed. The Developer will seek pre-approval of actual and projected costs for the Project from the Town prior to incurring actual costs. The Developer will pay for the actual costs to construct the Side Path Extension for Cass Holt Crossing.
- (b) EASEMENTS: The Developer shall acquire the necessary rights of way and/or easements for the construction of the Side Path Extension for Cass Holt Crossing. If the Developer is unable to acquire necessary rights of way, the Town shall institute condemnation proceedings to acquire the rights of way and/or easements for the Side Path Extension and shall acquire and furnish all necessary easements. Acquisition and funding for all necessary easements shall be completed in accordance with the terms of this Agreement.
- (c) FEES-IN-LIEU: The Town shall grant the Developer a dollar-for-dollar waiver of Parkland Dedication fees-in-lieu owed by the Developer up to the total actual costs expended by the Developer to construct the Side Path Extension for Cass Holt Crossing. The remainder of fees owed shall be paid in accordance with the timing provided in the Town's UDO and adopted annual budget ordinance.

### **ARTICLE III DEVELOPER'S DUTIES**

Subject to the satisfaction of each of the Conditions Precedent:

- 1. The Developer shall construct the Project in accordance with the Construction Drawings approved by the Town, requirements of the Town, and according to engineering best practices.
- 2. The Developer shall construct the Infrastructure Project(s) in a workmanlike manner according to the design specifications and criteria of the Town and



NCDOT which are existing at the time of this Agreement. Notwithstanding the results of any current or subsequent TIA Requirements, the Developer shall be able to adjust such work as described in this Article.

3. The Developer shall pay any other required development fees-in-lieu and fees pursuant to the Town Budget Ordinance at such time as they would ordinarily become due that are in excess of the actual construction costs for the Project previously spent by the Developer.

## **ARTICLE V OTHER**

Subject to the satisfaction of each of the Conditions Precedent:

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

2. The Town agrees that it shall act consistent with its rules, regulations, and common practices on any application for permits associated with the development of the Project or the construction of any Infrastructure Project.

3. In the course of installing the Project or any other work on easements obtained by the Town and under the Town's ownership, the Developer shall operate under permission to encroach onto a Town easement and rights of way and shall hold the Town harmless. The Developer agrees to protect, defend, indemnify and hold the Town of Holly Springs and its officers, employees and agents (collectively, "Indemnified Parties") free and harmless from and against any and all direct and actual losses, penalties, damages, settlements, costs, charges, liens, professional fees, or other expenses or liabilities caused by Developer or its contractors or agents entry onto and performance of work on the easements and rights of way of the Town in connection with the development of the Project and not resulting from the gross negligence or intentional misconduct of any of the Indemnified Parties ("Indemnified Matters"). The Developer further agrees to investigate, handle, provide defense for and respond to, any claims pertaining to Indemnified Matters at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claims are groundless, false, or fraudulent.

4. The Developer shall acquire the necessary rights of way for the construction of the Side Path Extension for Cass Holt Crossing. If the Developer is unable to acquire necessary rights of way for market value for the construction of the Side Path Extension for Cass Holt Crossing, the Town shall institute condemnation proceedings to acquire the rights of way and/or easements for the Side Path Extension (the "Easements"). In the event

the Town institutes condemnation proceedings to acquire Easements for the Side Path Extension, the Town shall retain all legal authority with respect to settlement, negotiations, trial strategy, and opinions as to value. Following completion of the condemnation proceedings for the Easements, the Developer shall deposit with the Town the Developer's Share (100%) of the costs to acquire the Easements, including any fees such as appraisal fees, expert witness fees, and court fees. For any Developer expense relating to condemnation proceedings herein for off-site Side Path easement acquisition, the Developer shall be allowed a fee-in-lieu credit as described in Art II (3)(c), above.

5. All projects shall be subject to the Town's policies and procedures regarding Town acceptance on infrastructure.

6. It shall be the responsibility of the Developer to ensure that all regulatory approvals for each project are in place before beginning construction.

7. All notices, reports, and other communications given pursuant to this Agreement shall be in writing and shall either be mailed by first class mail, postage prepaid, certified or registered with return receipt requested, or delivered in person to the intended addressee. Notice sent by certified or registered mail shall be effective upon the date of delivery indicated on the return receipt. Notice given in any other manner shall be effective upon actual receipt by the addressee.

8. Notices under this agreement shall be to the following:

**FOR THE TOWN:**

Randy J. Harrington  
Town Manager  
PO Box 8  
Holly Springs, NC 27540  
Reference: CASS HOLT CROSSING  
SIDE PATH EXTENSION

**FOR THE DEVELOPER:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. The parties consent to the jurisdiction of Wake County.

10. This Agreement is not assignable by the Developer to an unaffiliated third-party without the prior written consent of the Town, which consent may be evidenced by written communication from the Town Manager. However, Developer may assign its rights and obligations under this Agreement to an entity in which Developer or any of its direct or indirect owners has an interest without the necessity of further consent.

11. The section and subsection headings in this Agreement have been included for convenience only and are not part of the Agreement and shall not be taken as an interpretation of any provision of this Agreement.

12. A ruling by any court that one or more of the provisions contained in this Agreement is invalid, illegal, or unenforceable in any respect shall not affect any other provision of this Agreement so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Thereafter, this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had been amended to the extent necessary to be enforceable within the jurisdiction of the court making the ruling and to preserve the transactions contemplated by this Agreement to the greatest extent possible.

13. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and there are no representations, warranties, covenants or obligations except as set forth in this Agreement. This Agreement supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions relating to the subject matter hereof, written or oral, of the parties.

14. It is anticipated that, upon completion of the Project, following any necessary holding periods, the improvements constructed pursuant to this Agreement shall be dedicated to the Town (or such other applicable government entity), and upon dedication, conveyance or assignment of such easements/improvements to the proper governmental entity, the obligations of the Developer with respect thereto shall terminate, and such applicable governmental entity shall have the continuing and ongoing obligation to maintain and repair the same.

15. This Agreement does not guarantee any specific approvals of any proposed development plan, provided, however, that all approvals granted prior to the date of this Agreement shall continue to be valid and in full force and effect.

16. Exhibit List: The following exhibits are hereby incorporated by reference:

EXHIBIT A: Site Plan of Project

[Signatures Appear on Following Page]

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

**THE TOWN**

(Town Seal)

**TOWN OF HOLLY SPRINGS**

BY:

Randy J. Harrington, Town Manager

ATTEST:

\_\_\_\_\_  
[ ] Linda McKinney, Town Clerk  
[ ] Kathryn White, Deputy Town Clerk

This document is sufficient as to form.

\_\_\_\_\_  
John P. Schifano, Town Attorney

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

\_\_\_\_\_  
Tina Stroupe, Finance Director

NORTH CAROLINA  
WAKE COUNTY

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

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

\_\_\_\_\_  
Notary Public

My Commission Expires: \_ \_ \_

Date: \_\_\_\_\_

\_\_\_\_\_, Notary Public

[Affix Notary Stamp or Seal]

My Commission Expires: \_\_\_\_\_

**THE DEVELOPER**

**MILESTONE DEVELOPMENTS, LLC**, North Carolina limited liability company

By: \_\_\_\_\_  
Name: Colen Davidson  
Title: President and Founder

STATE OF \_\_\_\_\_  
\_\_\_\_\_ COUNTY

I certify that the following person personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and, in the capacity, indicated: \_\_\_\_\_.

Date: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_, Notary Public

*[Affix Notary Stamp or Seal]*

My Commission Expires: \_\_\_\_\_



[illegible]



# Holly Springs Town Council

## *Town Council Meeting Agenda Cover Sheet*

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### **Agenda Item#: 15.**

#### **Public Hearings**

**Title:** Relocation of Burt/Royster graves requested by Duke Progress Energy

**Strategic Priority Area:** Responsible & Balanced Growth

**Staff Resource:** John Schifano, Town Attorney

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#### **Action(s):**

Approve grave removal from Burt Royster Cemetery as requested by Duke Progress Energy.

#### **Explanation:**

- Pursuant to N.C.G.S. 65-106, any person, firm, or corporation who owns land on which an abandoned cemetery is located must secure the consent of the governing body of the municipality or county in which the abandoned cemetery is located for any disinterment and reinterment after 30 days' notice in the newspaper.
- Since the public notice, no family interest has come forward to take custody of the remains.
- The attached report shows the location of the abandoned grave site off Woods Creek Road.
- By statute, the disinterment and reinterment would be conducted by a licensed funeral director, and the remains will be reinterred by Duke Progress Energy in the Holly Springs Cemetery.

#### **Background:**

- The grave site contains the marked remains of Paschal Burt (d. 1859) and his wife Maria Burt Royster (d. 1908).
- All remains and existing markers will be relocated to the Holly Springs Cemetery.

#### **Funding Source(s):**

N/A

#### **Attachment(s):**

1. Burt Royster cemetery relocation report



August 1, 2023

Holly Springs Town Council  
ATTN: Mayor Sean Mayefskie  
128 South Main Street  
Holly Springs, North Carolina 27540

**RE: Permission to Relocate the Burt Royster Cemetery off Woodfield Dead End Road in Wake County, North Carolina**

Mayor Sean Mayefskie and Esteemed Board Members,

In accordance with North Carolina General Statutes Chapter 65 Article 12, Part 4 [NCGS 65-106, McDonald York Building Company and New South Associates, Inc. (NSA), on behalf of Duke Energy Corporation request that the Holly Springs Town Council grant permission to relocate the Burt Royster Cemetery. The cemetery to be relocated is an abandoned burial ground situated on the west side of Woodfield Dead End Road, also known as Dirt Plat Road within the city limits of the Town of Holly Springs in Wake County, North Carolina (Figure 1). The cemetery is located within an 87.07-acre parcel (PIN No. 0730511581) approximately 3.25 miles northwest of the Town of Holly Springs City Hall. The burial area is within Duke Energy Corporation's proposed Holly Springs Operations Center.

The burial ground, assigned archaeological site number 31WA1629 and referred to here as the Burt Royster Cemetery, is located in a wooded area within an undeveloped parcel. The cemetery is overgrown with trees and brush. It has not seen routine maintenance for a considerable period of time. An archaeological survey of the cemetery identified only two interments, both bearing formal stone markers (Reid 2022). Examinations of the surrounding grounds found no evidence of additional marked or unmarked gravesites.

Currently only two decedents, Paschal Burt (d. 1859) and his second wife, Maria Burt Royster (1826-1908) have been identified as buried in the cemetery. Descendants of Mr. Burt and Mrs. Royster have been identified and notified of the proposed relocation. Historical research by Reid (2022) and NSA determined that most if not all of the gravesites for the immediate Burt and Royster family members are elsewhere. There are no other known direct descendants or community members associated with the cemetery.

Relocation is to be accomplished by NSA, a cultural resource management firm based in Stone Mountain, Georgia with a regional office in Greensboro, North Carolina. The project will be accomplished by a team of trained resource specialists, under the direction of Dr. Hugh B. Matternes, an Anthropologist meeting state qualifications as a professional archaeologist and a specialist in mortuary recovery. Recovery will be accomplished following a standardized archaeological recovery protocol designed to positively identify and

**GEORGIA**  
HEADQUARTERS  
6150 East Ponce de Leon Ave.  
Stone Mountain, GA 30083  
770-498-4155

565 North Milledge Ave.  
Athens, GA 30601  
770-498-4155

**SOUTH CAROLINA**  
1819 Hampton St.  
Columbia, SC 29201  
803-771-7083

**NORTH CAROLINA**  
1006 Yanceyville St.  
Greensboro, NC 27405  
336-379-0433

**TENNESSEE**  
1629 Fatherland St.  
Nashville, TN 37206  
615-262-4326

**VIRGINIA**  
3975 University Dr., Suite 120  
Fairfax, VA 22030  
703-219-8301

then recover all human and artifact remains within each grave site. All field work will be accomplished professionally, and the remains handled in a respectful manner. Once recovered, all remains will be relocated to the Holly Springs Cemetery in the Town of Holly Springs.

McDonald York Building Company and New South Associates, Inc. are aware that the application for cemetery relocation will be reviewed by the Town of Holly Springs Town Council before it can be approved. The enclosed documents are provided to support this application, following the guidelines provided by the Town of Holly Springs. The Point of Contact for this application will be Dr. Hugh B. Matternes. Dr. Matternes can be reached at 770-498-4155 (Ext 114) or by email at [mmatternes@newsouthassoc.com](mailto:mmatternes@newsouthassoc.com). If there are any questions or comments, please do not hesitate to contact us.

Sincerely,

NEW SOUTH ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "H. B. Matternes", with a stylized flourish at the end.

Hugh B. Matternes  
Mortuary Archaeologist

Enclosures:

- Enclosure 1. Archaeological Survey Report (Reid 2022)
- Enclosure 2. Plan View Map and Current Conditions Photos of Burt Royster Cemetery
- Enclosure 3. Inventory of Known Gravesites in the Burt Royster Cemetery
- Enclosure 4. Reverse Pedigree Analysis of Paschal Battle Burt and Maria P. (Johnston) Burt Royster to Identify Modern Descendants
- Enclosure 5. Published Notification of Intent to Relocate
- Enclosure 6. Descendant and Interested Party Notifications
- Enclosure 7. Relocation Plan for the Burt Royster Cemetery
- Enclosure 8. Relocation Site for the Burt Royster Cemetery

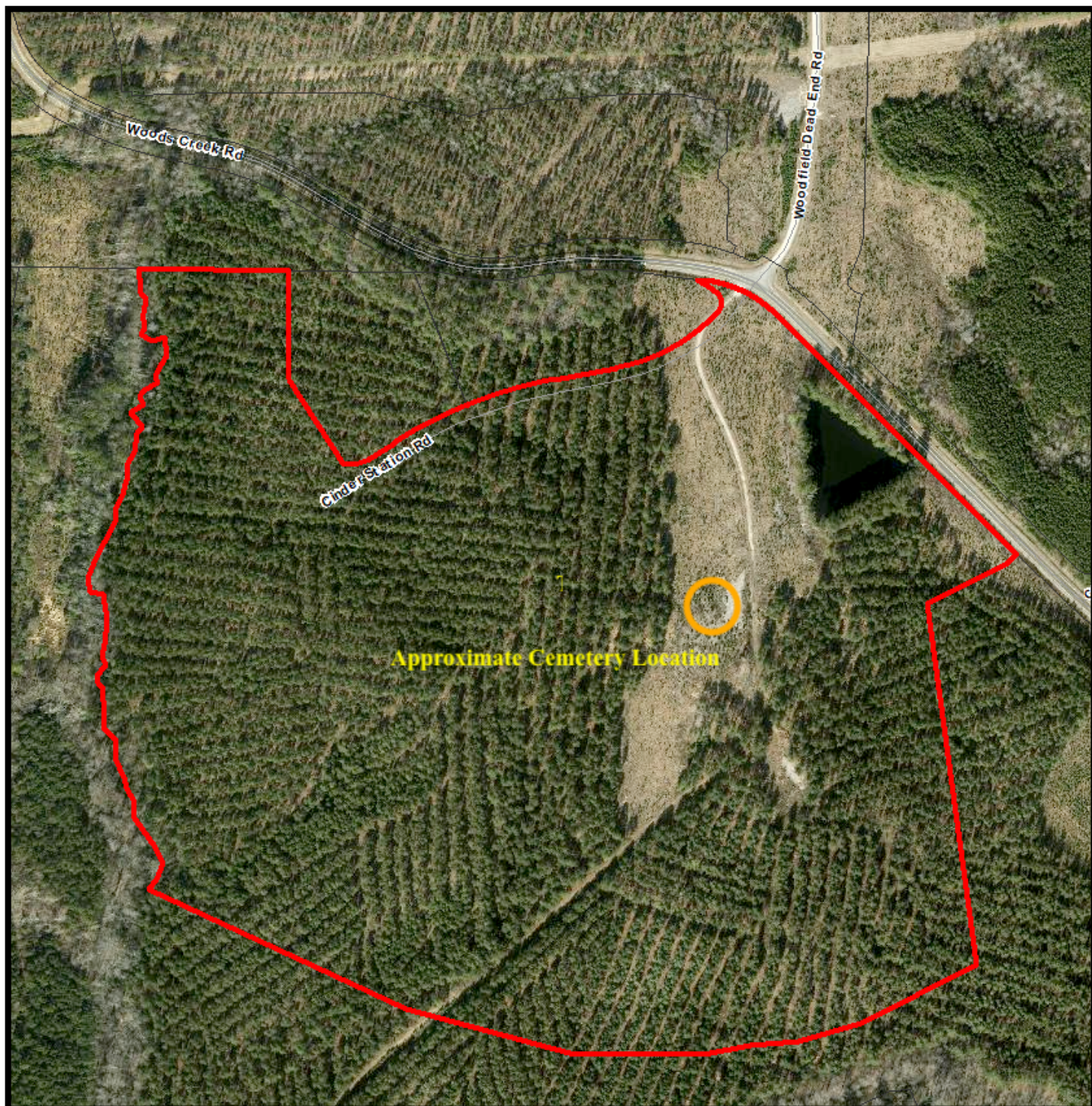
Reference

Reid, Dawn

2022 *Delineation of the Burt Royster Cemetery (31WA1629), Wake County, North Carolina*. Report prepared for McAdams Company, Durham, North Carolina. Report prepared by Archeological Consultants of the Carolinas, Inc., Clayton, North Carolina.



*Figure 1. Location of Burt Royster Cemetery in Wake County, North Carolina*





## **Enclosure 1 to Cemetery Relocation Application**

### **Archaeological Survey Report**

Reid, Dawn

*2022 Delineation of the Burt Royster Cemetery (31WA1629), Wake County, North Carolina.* Report prepared for McAdams Company, Durham, North Carolina. Report prepared by Archeological Consultants of the Carolinas, Inc., Clayton, North Carolina.

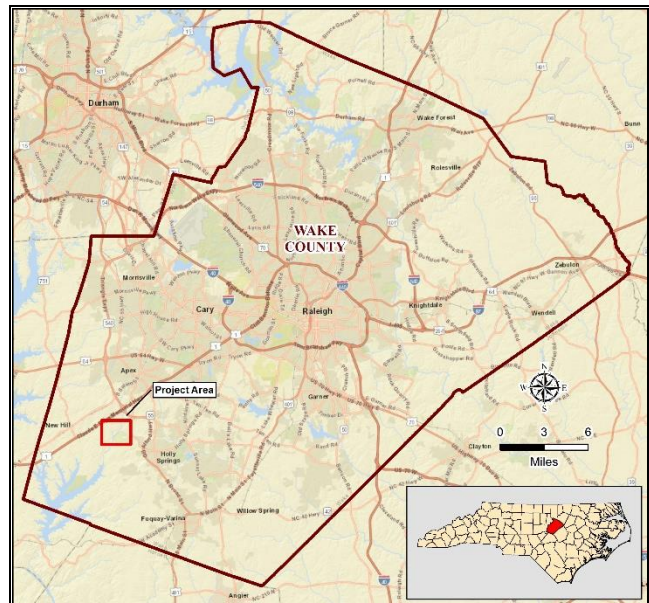
# **Delineation of the Burt/Royster Cemetery (31WA1629) Wake County, North Carolina**

Prepared by  
Dawn Reid  
Archaeological Consultants of the Carolinas, Inc.  
October 2022

## **Introduction**

On 10 October 2022, Archaeological Consultants of the Carolinas, Inc. (ACC), conducted the delineation of the Burt/Royster Cemetery in Wake County, North County (Figure 1). This cemetery delineation was conducted on behalf of the McAdams Company for development planning purposes only.

The Burt/Royster Cemetery is located 130 feet west of Woodfield Dead End Road, approximately 0.15 miles south of its intersection with Woods Creek Road in Apex, North Carolina (Figure 2). The area is wooded with planted pine and dense undergrowth (Figure 3). The cemetery area was clear on aerial images dating from 1964 to 1983 after which it became wooded. The surrounding area was clear cut in 1998 and again in 2012. It became a pine plantation after the 2012 logging.



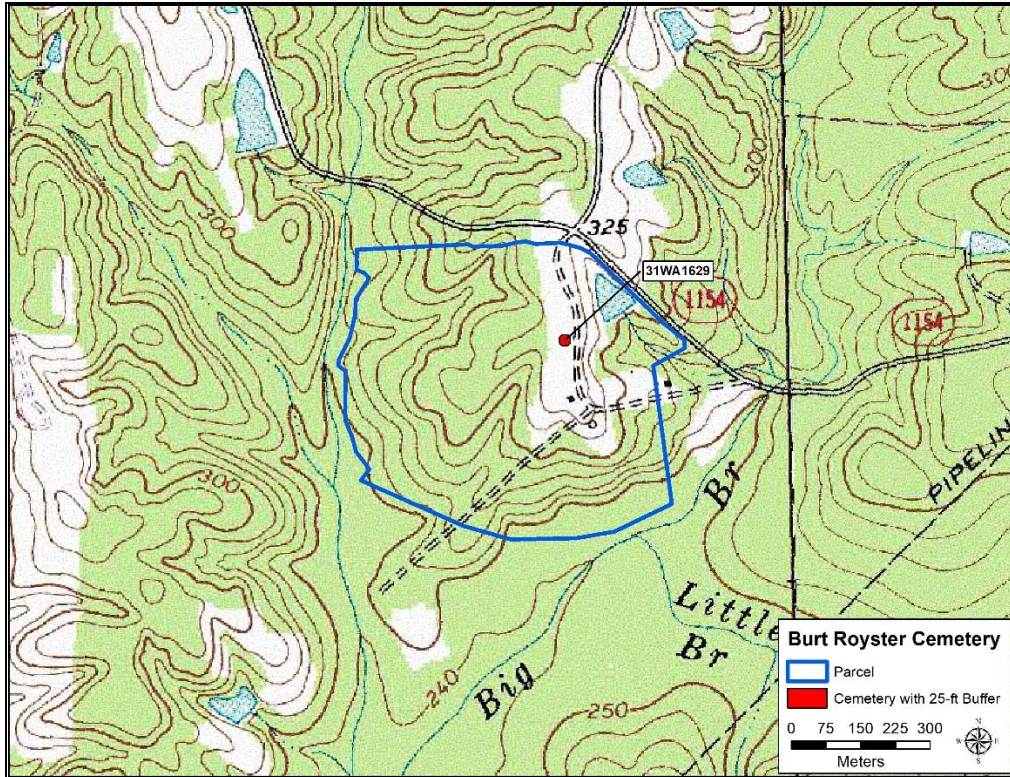
**Figure 1.** Map showing the location of the project tract.

This cemetery was recorded in 2007 by New South Associates during a reconnaissance of property associated with the Shearon Harris Nuclear facility. At that time, two gravestones, one for Paschal Burt and one for Maria Royster, were identified.

## **Background Research Methods and Results**

Background research consisted of a review of the deed database available online from the Wake County Register of Deeds. Parcel data indicates the tract of land on which the cemetery is located is currently owned by Duke Energy, having previously been owned by Carolina Power and Light Company (CP&L). This land is part of the larger Shearon Harris Nuclear Power Plant property. CP&L had owned the property since the 1970s. No records were available on property owners prior to that.





**Figure 2.** Map showing the location of the cemetery (1993 *New Hill, NC* and 1993 *Apex, NC* USGS 7.5-minute topographic quadrangles)



**Figure 3.** View of Burt/Royster Cemetery.



An 1878 map of Wake County shows a J. Burt along White Oak Creek in the general vicinity of the cemetery. M.B. Royster is shown approximately 3 miles north of J. Burt (Figure 4). The cemetery is not shown on the 1878 map, the 1914 Wake County soil map, or on subsequent maps of the county.

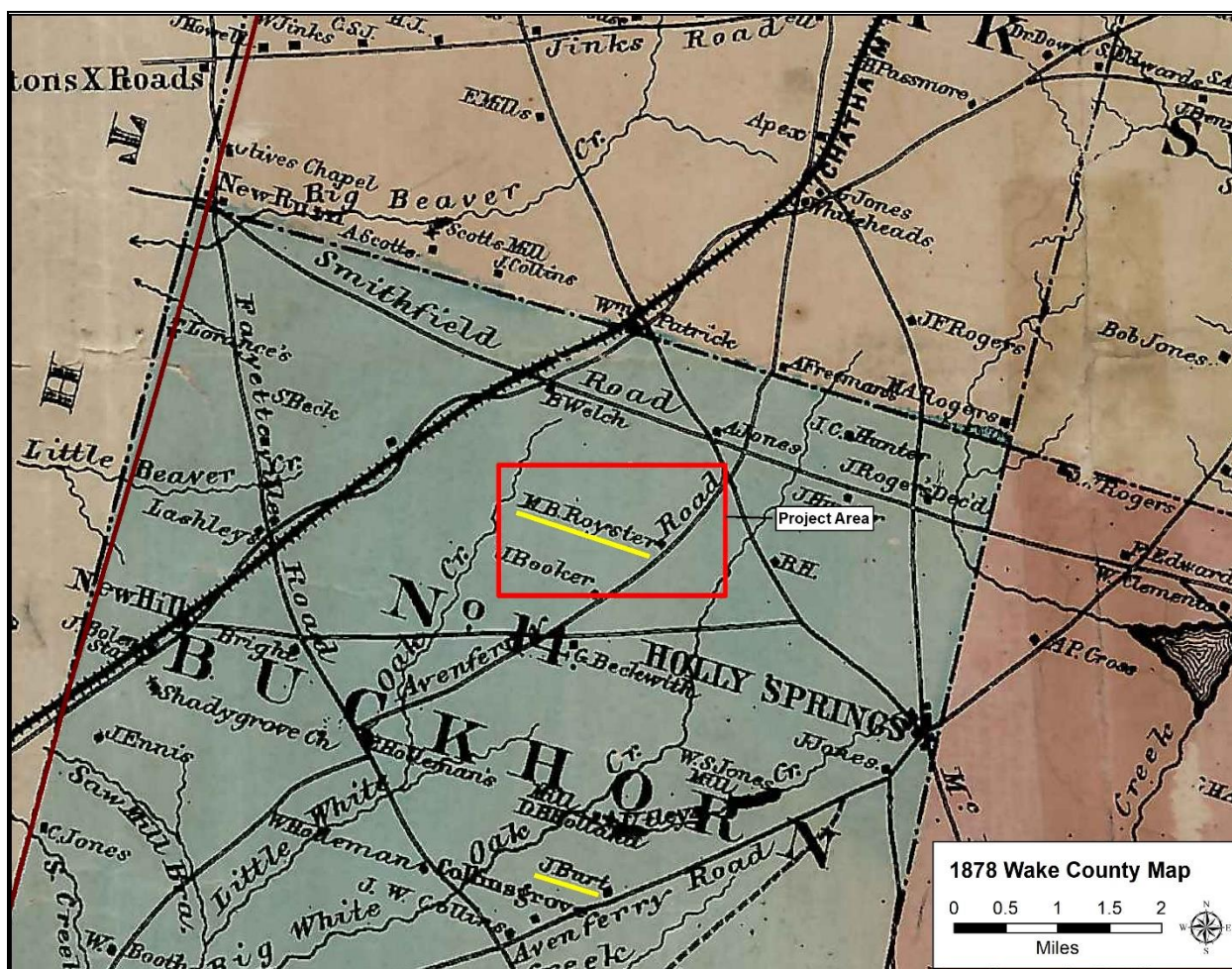
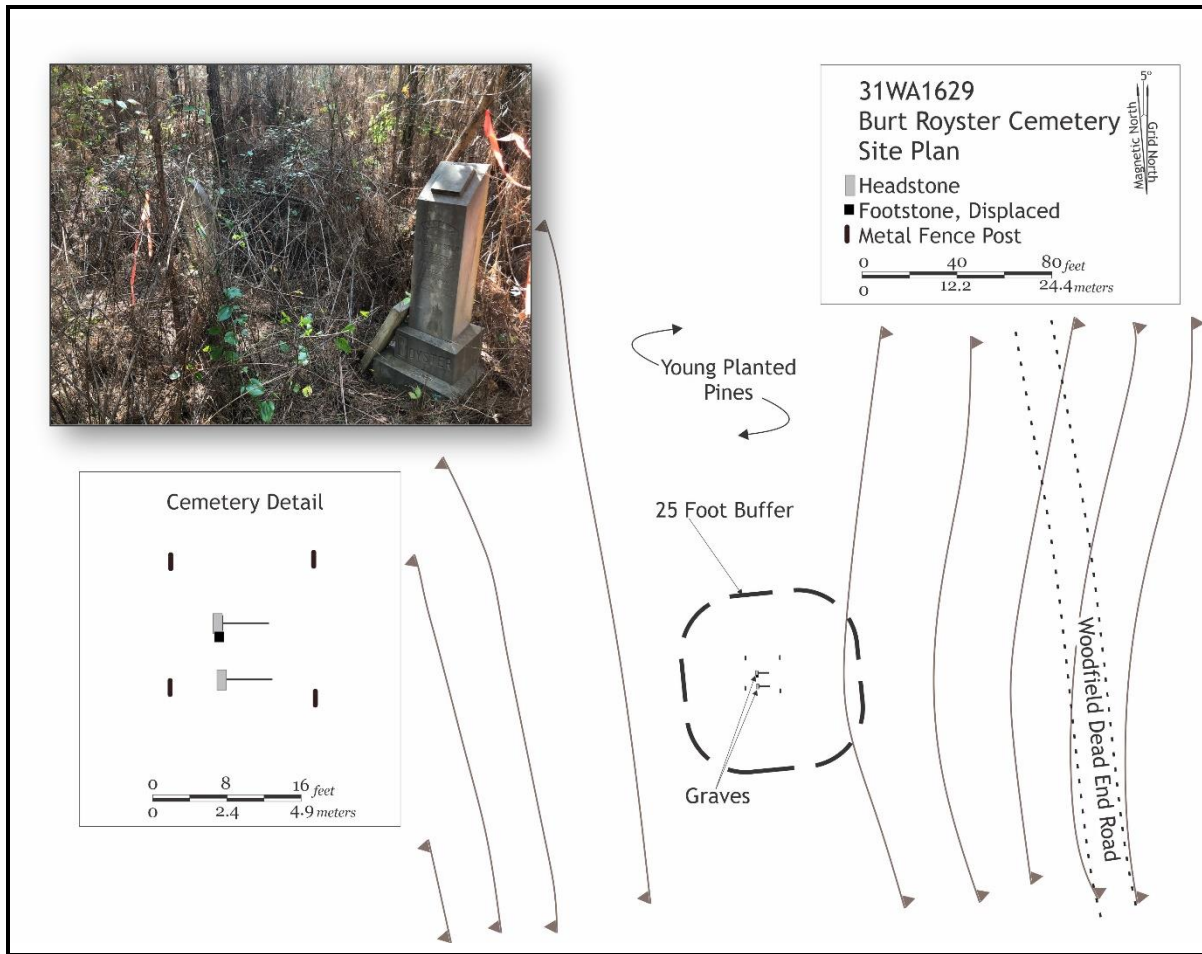


Figure 4. 1878 Wake County map showing J. Burt and M.B. Royster.

### Delineation Methods and Results

Delineation of the cemetery consisted of the identification of individual graves (marked or unmarked) through visual inspection and ground probing. A metal probe was used to probe along transects spaced 1 meter apart around the standing gravestones, covering an area measuring approximately 25 square meters. No depressions or variations in soil compaction were identified. The grave locations were recorded using a Trimble Geo7X Global Position System (GPS) unit. A sketch map of the cemetery showing the grave locations, identifying markers, and relevant environmental features in the immediate vicinity was drawn (Figure 5). Each individual grave and the general site setting were photographed.

This cemetery contains two graves, both with standing headstones. The first grave is that of Paschal B. Burt (Figure 6). It has no date of birth but shows his date of death as Sept. 10, 1859. The inscription on the stone reads "For if we believe that Jesus died and rose again, even so them also which sleep in Jesus will God bring with him." The stone has a weeping willow tree inscribed on the top of the stone. Paschal Battle Burt is listed as a farmer on census records. He was a one-time Sheriff of Wake County. In 1840, he



**Figure 5.** Plan map of the Burt/Royster Cemetery.

is listed as owning seven slaves. By 1850, he owned 26 slaves. He married Lucy Ann Hutchins in 1840. They had no children and she died in 1850. Paschal then married Maria Panthea Johnston in 1853. They had three children, Charles, William, and Maria Panthea. Upon his death in 1859, Paschal left his 900 acres to his wife and children.

The second gravestone is for Maria P., wife of M. B. Royster (Figure 7). Maria was the second wife of Paschal Burt. She married Madison Royster in 1868. Her gravestone lists her date of birth as Apr. 20, 1826 and her date of death as Feb. 2, 1908. "Saved by Grace, Gone but not forgotten" and the name Royster is inscribed on her headstone. At the time of her death, census records list her occupation as "landlord" living with her son Charles (Cherin). Census records list M.B. Royster as a farmer in 1870 and 1880. As previously noted, he was living in the immediate vicinity of the Burt family.

Paschal's burial is documented on findagrave.com. A comment on that listing calls the cemetery the Burt family cemetery and notes that the property was owned by Fred and Shirley Burt. It further notes that "many" family members are buried in this cemetery but "only a few graves are identifiable." As noted, visual inspection and probing failed to identify additional graves in this cemetery. Based on archival research, members of the Burt and Royster families are buried in multiple cemeteries in Apex and Holly Springs, including Paschal's and Maria's children and Maria's stepchildren. The cemetery has four posts encompassing the two gravestones and there are no indications that additional family members' graves are present.





**Figure 6.** Paschal Burt's gravestone.



**Figure 7.** Maria Royster's gravestone.

## Summary and Recommendations

This investigation has served to definitively delineate the Burt/Royster Cemetery. This cemetery measures approximately 60 by 60 feet and contains the graves of Paschal Burt and his second wife, Maria Panthea Royster. Based on archival data and field confirmation, it is not likely that additional graves are present. An updated site/cemetery form has been completed and submitted to the North Carolina Office of State Archaeology. It is recommended that this cemetery be avoided by future proposed construction. Should this not be possible, the state statutes for removal of graves is provided in Appendix A.

## References Cited

United States Geological Survey

1993 *New Hill, NC* 7.5-minute topographic quadrangle.

1993 *Apex, NC* 7.5-minute topographic quadrangle.

**Appendix A.**  
**General Statutes Protecting Cemeteries**

G.S. 14-148 and G.S. 14-149 outline the penalties for defacing and desecrating gravesites and for plowing over or covering up graves: Violation is a misdemeanor and a Class I felony, respectively. The fine is up to \$500, and imprisonment is between sixty days and a year. Both penalties may result.

G.S. 65-111, G.S. 65-112 and G.S. 65-113 outline the duties of the county commissioners: They are required to keep a list of all abandoned public cemeteries on file with the register of deeds. A copy is also to be sent to the secretary of state's office. The county commissioners are also required to take control of all abandoned public cemeteries and may appropriate whatever sums are deemed necessary for their upkeep.

G.S. 65-91 through G.S. 65-96 describe the legal means for setting up a trust fund for the upkeep of a cemetery: Money in amounts no less than \$5000, may be deposited with the clerk of superior court as a perpetual trust fund for the maintenance of cemeteries. Trustees may be appointed by the clerk.

G.S. 65-106 details the proper procedure for the removal of graves, including who may disinter, move, and reinter: The party moving the graves must give at least thirty days written notice to the next of kin, if known. Notice must also be published at least once a week for four successive weeks in a newspaper published in the county in which the proposed removal is to take place. Removal expense is incurred by the mover, with some expense (not over \$200) to be incurred by the next of kin. The removal is performed by a funeral director under the supervision of the county commissioners and the local health director. A certificate is then filed by the mover with the register of deeds.

G.S. 65-101 and G.S. 65-102 discuss who may enter private property in order to investigate, visit, or maintain a private grave or an abandoned public cemetery: A descendant of the interred or any other person with a special interest in the site may do so. He or she must notify the landowner in writing of his or her intent and then may visit periodically during daylight hours only, with the landowner's approval. If such approval cannot be obtained, the descendant may petition the clerk of superior court for an order allowing him or her access. After a special proceeding providing for notice and a hearing, the clerk may issue such an order, if deemed appropriate.

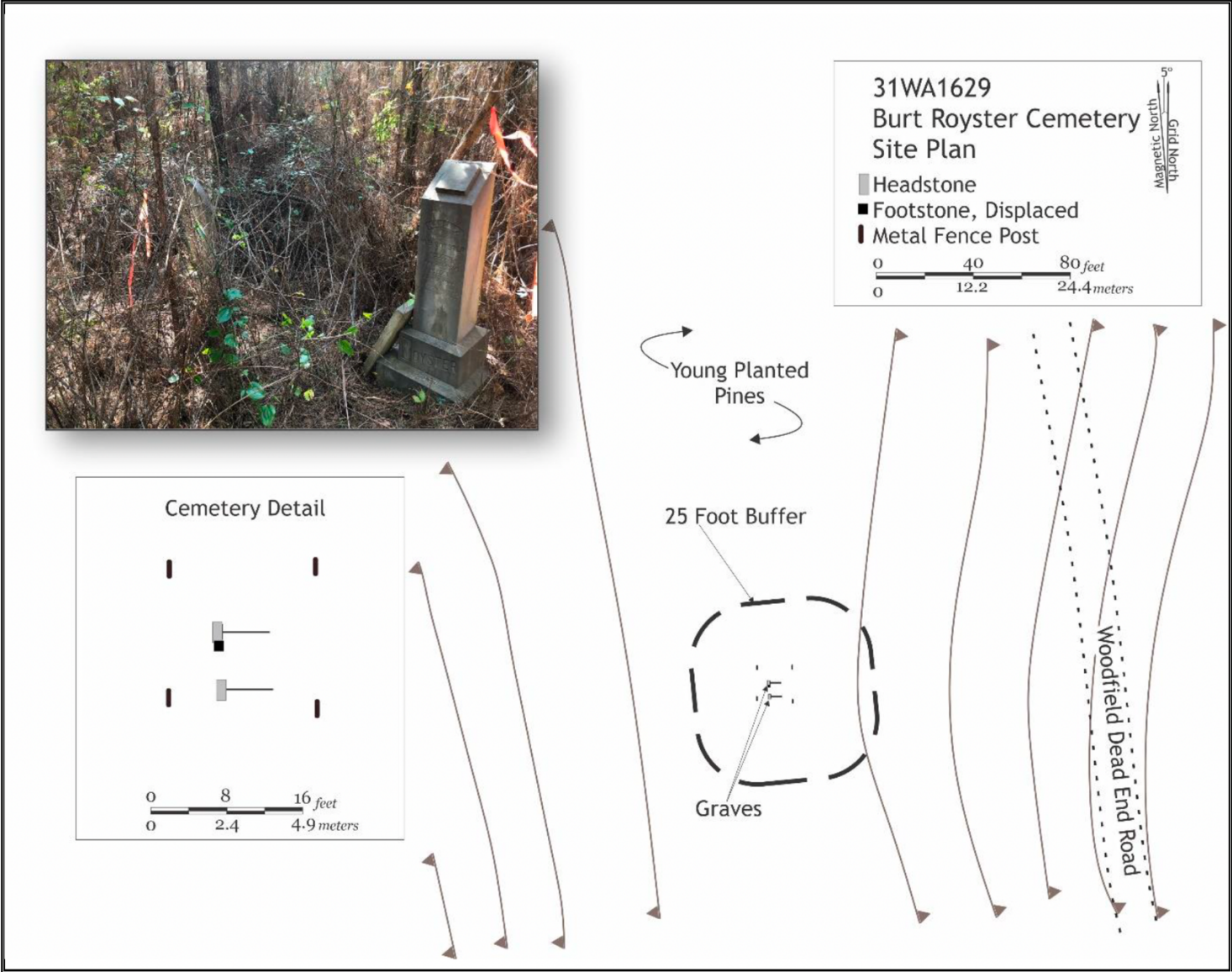
G.S. 70-29 through G.S. 70-33 give the procedure for notifying the proper authorities upon the discovery of unmarked remains: Anyone who discovers unmarked burials, or suspects that they are being disturbed, must notify the county medical examiner or the state archaeologist immediately. There is then a period of forty-eight hours to make arrangements for the protection or removal of the graves. The North Carolina Department of Natural and Cultural Resources may obtain administrative inspection warrants for the purpose of gathering additional information as necessary.

**Enclosure 2 to Cemetery Relocation Application**

**Plan View Map and Current Conditions Photos of Burt Royster Cemetery**



Plan View Map of the Burt Royster Cemetery



(From Reid 2022)



## Views of the Burt Royster Cemetery

**Cemetery Facing South**



**Cemetery Facing West**





### **Cemetery Facing North**



### **Markers Facing West**



**Enclosure 3 to Cemetery Relocation Application**

**Inventory of Known Gravesites in the Burt Royster Cemetery (31WA1629)**

Burt Royster Cemetery Holdings

| Grave | Marker Form                             | Surname | First   | Middle (Former) | Birth Year  | Birth Day   | Death Year | Death Day    |
|-------|-----------------------------------------|---------|---------|-----------------|-------------|-------------|------------|--------------|
| 1     | Arched Marble Tablet with Base          | Burt    | Paschal | B.              | Not Present | Not Present | 1859       | September 10 |
| 2     | Granite 'Pulpit' Obelisk on Double Base | Royster | Maria   | P. (Burt)       | 1826        | April 20    | 1908       | February 2   |



**Enclosure 4 to Cemetery Relocation Application**

**Reverse Pedigree Analysis of Paschal Battle Burt and Maria P. (Johnston) Burt Royster**

# **Reverse Pedigree Analysis of Paschal Battle Burt and Maria P. (Johnston) Burt Royster**

Burt-Royster Cemetery, Wake County, North Carolina

Report submitted to:

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McDonald York Building Company • 801 Oberlin Road • Raleigh, North Carolina 27605

Report prepared by:

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New South Associates • 6150 East Ponce de Leon Avenue • Stone Mountain, Georgia 30083



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Hugh B. Matternes – Principal Investigator

Leigha Williams, M.S. – Mortuary Archaeologist and Co-Author  
Hugh B. Matternes, Ph.D. – Mortuary Archaeologist and Co-Author

June 15 2023

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## ANNOTATION KEY FOR GENERATIONS

| Generation | Annotation Code                    | Relationship                                      |
|------------|------------------------------------|---------------------------------------------------|
| 0          | <b>(I). – (II).</b>                | Progenitor                                        |
| 1          | <b>(<u>A</u>). – (<u>D</u>).</b>   | Child of Progenitor                               |
| 2          | <b>(a). – (c).</b>                 | Grand Child of Progenitor                         |
| 3          | <b>(<u>a1</u>). – (<u>a4</u>).</b> | Great-Grand Child of Progenitor                   |
| 4          | <b>(b1). – (b5).</b>               | Great-Great-Grand Child of Progenitor             |
| 5          | <b>(c1). – (c6).</b>               | Great-Great-Great-Grand Child of Progenitor       |
| 6          | <b>(d1).</b>                       | Great-Great-Great-Great-Grand Child of Progenitor |
| -          | <b>(1) - (2)</b>                   | Serial Spouse Number (Chart Only)                 |



## PEDIGREE CHART FOR PASCHAL B. BURT AND MARIA (JOHNSTON) BURT ROYSTER

### I. PASCHAL B. BURT AND MARIA (JOHNSTON) BURT

#### Pascal Battle Burt (~1801-1859)

(1) Lucy (Hutchins) Burt (d. 1949)

**A.** - Ramulous Burt (b. 1849) – No Known Offspring

(2) **Maria (Johnston) Burt** (1827-1908)

**B.** - Charles Johnson Burt (~1854-1925) – Lucy (Hunter) Burt (1852-1927)

**(a)** - Agnes J. (Burt) Nelson (1892-1985)

(1) Erwin Mann (d.1914)

**(a1)** - Unknown Child (b. <1914)

(2) Chrest Nelson (1872-1936)

**(a2)** - Louise (Nelson) Forth (1919-2005) – Dean R. Forth (1915-2006)

**(b1)** - Robert Dean Forth (b. 1938)

(1) Myrna Erickson – No Known Offspring

(2) Nancy Lee Quesenberry Forth (b. 1947)

– No Known Offspring

**(b2)** - Thomas Eugene Forth (1942-2022)

(1) Judith (Ames) Forth (b. 1944) – No Known Offspring

(2) Lynda K. Forth (1950-2011) – No Known Offspring

**(b3)** - Teddy Joe Forth (1949-2022)

(1) Teresa (Terri) Shaw (Evans) (b. 1956) (Address Identified)

**(c1)** - Mack Forth (Address Identified)

**(c2)** - Justin Forth (b. 1978) (Address Identified)

(2) Tamara Medonich (b. 1954) (Address Identified)

**(c3)** - Jennifer Forth

**(c4)** - Scott Forth

**(c5)** - Nicole Forth

**(c6)** - Alton Forth

**(a3)** - Henry F. Nelson (1923-2012) - Marie Tenny (1927-2007)

**(b1)** - David Nelson (1950-2013)

**(c1)** - Lakia Nelson (Address Identified)

**(d1)** - Lillyanna (Surname Unconfirmed)

**(b2)** - Patrick Henry Nelson (b. 1949) – Barbara K. Nelson (b. 1951)  
(Address Identified)

**(b3)** - Michael Lee Nelson (b. 1947) - Sandy Nelson (b. 1954)  
(Address Identified)

**(b4)** - Linda (Nelson) Jones (b. ~1949)

**(b5)** - Stanley Nelson (b. 1962) (Address Identified)

- (a4)** - Mildred Carrie (Nelson) Knight (1927-2022)
  - (1) James O. Red (1925-1975)
    - (b1) - James Red (b. 1948) - Barbara Red (b. 1958)  
(Address Identified)
    - (b2) - Teresa (Red) Johnson (b.1951) - Ralph A. Johnson (b.1951)  
(Address Identified)
    - (b3) - Laurie Red (b. 1953) (Address Identified)
  - (2) Leonard Leroy Knight (1927-2015) – No Known Offspring
- (b)** - Emma Johnson (Burt) Barker (1887-1959) - Alious V. Barker (1885-1939)  
– No Known Offspring
- (c)** - Carl Hunter Burt (1893-1979) - Frances N. (Halland) Burt (1890-1966)  
– No Known Offspring
- C.** William Thomas Burt (~1856-1916)
  - (1) Mary Eliza Leach (~1863-1955)
    - (a)** - Turner Burt (Burte?) (1880-1910) - Minnie Smith (1888-1971)  
– No Known Offspring
    - (2) Eudora Harrington (1869-1946) – No Known Offspring
- D.** Maria (Burt) Richardson (1860-1927) - James D. Richardson (1860-1933)
  - (a)** - Bessie Lee Richardson (1888-1966) – No Known Offspring
  - (b)** - Ernest Burt Richardson (~1891-1967) – No Known Offspring
  - (c)** - Audrey E. (Richardson) Brown (1899-1948) - Emmett T. Brown (1895-1965)  
– No Known Offspring

## II. MADISON B. ROYSTER AND MARIA J. (BURT) ROYSTER

### Madison B. Royster (~1813-1890)

- (1) Martha Terry (d. early-mid 1860s?)
  - James M. Royster (~1836-1863) – Not a Descendant
  - Francis J. (Royster) Upchurch (1837-1920) – Not a Descendant
  - Amos B. Royster (~1843-1864) – Not a Descendant
  - William S. Royster (1847-1923) – Not a Descendant
  - Ida (Royster) Dennis (1853-1930) – Not a Descendant
  - Martha M. (Royster) Ray (1856-1930) – Not a Descendant
  - Walter Royster (~1860-<1870?) – Not a Descendant
- (2) **Maria J. (Burt) Royster** (1827-1908)
  - (1) Pascal Battle Burt (~1801-1859) – See Part I
  - (2) M.B. Royster - No Known Offspring

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## INTRODUCTION

A historical and genealogical examination was conducted to identify descendants of Pascal Burt or Maria P. (Johnston ) Burt Royster. Examination focused on a variety of publicly available records to define children born to Pascal Burt and/or Maria P. (Johnston ) Burt Royster. Records were then examined to determine if any descendants are still living. A reverse pedigree analysis was employed. Using reverse pedigree analysis genealogical and historical information was extracted to trace generations of descendants forward in time from the progenitors (Paschal Burt and/or Maria Burt Royster) to the present day. A wide variety of resources were consulted including census, marriage and divorce records, death certificates, wills and probate documents, grave markers and cemetery inventories, obituaries, and private genealogical websites. Many of these records were available through *FindaGrave.com*, *Ancestry.com* or on private websites. Contact was made with other genealogists with interests in Pascal Burt or Maria Royster to learned whether other non-public genealogical information on them or their descendants was available.

Emphasis focused on finding descendants who were directly related to either Paschal Burt or Maria Burt Royster. Individuals who were indirectly related (aunts, uncles, cousins, stepchildren) were examined to learn about the primary line, but these individuals were not intensely investigated. Information including the descendant's name, birth and death dates, spouse(s), children, and burial location (if known) were recorded. This information is presented in the pedigree summarized below.

## I. PASCHAL BATTLE BURT AND MARIA P. (JOHNSTON) BURT

### (A.) RAMULOUS BURT

Paschal Battle Burt (~ 1801-1859) was born in North Carolina around 1801(Ancestry.com 1999). Paschal was the son of Young and Masson Battle Burt (Laurie Red, descendant, personal communication, 2023). Young was the son of John Burt. In the mid 1700s John Burt received several royal land grants for properties that are now mostly in Wake County (Kendrick 2017). In the 1840 census Paschal was listed as living in the Buckhorn District of Wake County. Burt built the Burt-Utley house (circa 1820-1840), a two story Greek Revival mortise and tenon structure originally located in the Friendship Community, but currently relocated to Fuquay-Varina (Capital Preservation.com 2013). At one point, Burt also served as sheriff for Wake County (The North Carolina Standard 1859). Burt married Lucy Ann Hutchins on November 10, 1840 (Ancestry.com 2015a). Lucy passed away in June 1849 from liver disease (Ancestry.com 2010). The 1850 census indicated that Lucy had a son, Ramulous Burt (b.1849 [A.]), just prior to her death. There are no additional records on this child implying that he did not survive to adulthood. The gravesites for Lucy and Ramulous Burt have not been identified.

After Lucy died, Paschal married Maria (Mariah) Panthea Johnston (~1827-1908) on August 2, 1853 in Orange County, North Carolina (Ancestry.com 2015b). They had three children: **Charles Johnston Burt** (1854-1925 [B.]), **William Thomas Burt** (~1856-1916 [C.]), and **Maria "Passie" (Burt) Richardson** (1860-1927 [D.]). Their descendants are outlined below.

The Burts were prosperous farmers and enslavers. In 1830, Paschal owned two slaves (Bureau of the Census 1830). But by 1850 these numbers increased to 26 slaves (Bureau of the Census 1850a). The 1860 slave schedule does not include references to the Burts owning slaves indicating that they were redistributed sometime around Pascal's death in 1859. It is not known what happened to these individuals or where they were interred. When he died Burt owned one tract containing 900 acres and another of 87 acres in Wake County (Burt 1859). The 900-acre property was split among his children. While land references cannot be reliably tied to modern landmarks, it is likely that the 87-acre tract is the same parcel containing the cemetery, defined today as PIN No. 0730511581, and currently owned by Duke Power Corporation.

## **(B.) CHARLES JOHNSTON BURT**

Charles (Charlie) J. Burt (1854-1925) married Lucy Hunter (1852-1927) on October 28, 1884 (Ancestry.com 2015c). Charles and Lucy had three children; **Agnes Judson (Burt) Mann Nelson** (1892-1985 [(a)]), **Emma Johnson (Burt) Barker** (1887-1959 [(b)]), and **Carl Hunter Burt** (1893-1979 [(c)]). Both Charles and Lucy Burt are interred in Olive Chapel Baptist Church Cemetery (Wake County, NC) (Find a Grave 2010a).

### ***(a). Agnes Judson (Burt) Mann Nelson***

#### ***(a1). Unnamed Child***

Agnes Judson (Burt) Mann Nelson (1892-1985) married Erwin Mann in 1910 but Erwin died in 1914 (North Carolina State Board of Health 1914). Mann's estate documents mention an unnamed child (**a1**), but no additional information has been found about this individual (Wake County Superior Court 1914). Erwin was buried in a family cemetery in Wake County, NC.

Agnes married Chrest (Chest, Christopher) Nelson (1872-1936) in 1918 (Ancestry.com 2015d). By 1920 they had moved to Oregon where they spent the remainder of their lives. The Nelsons bore three children, **Louise C. (Nelson) Forth** (1919-2005 [(a2)]), **Henry F. Nelson** (1923-2012 [(a3)]), and **Mildred Carrie (Nelson) Knight** (1927-2022 [(a4)]) (Find a Grave 2009a). Agnes and Chrest are both buried in Olney Cemetery (Umatilla County, OR) (Find a Grave 2009a).

#### ***(a2). Louise C. (Nelson) Forth***

Louise C. (Nelson) Forth (1919-2005) married Dean R. Forth (1915-2006) on December 6, 1936 (Ancestry.com 2009a). The Forths had three children, **Robert Dean Forth** (b. 1938 [(b1)]), **Thomas Eugene Forth** (1942-2022 [(b2)]), and **Teddy Joe Forth** (1949-2022 [(b3)]) (Find a Grave 2010b). Louise and Dean are buried in Skyview Memorial Park (Umatilla County, OR) (Find a Grave 2010b).

### ***(b1). Robert Dean Forth***

Robert Dean Forth (b. 1938) married Myrna Erickson in 1958 and divorced in 1968 (Ancestry.com 2015e). In 1968, Dean married Nancy Lee Quesenberry Forth (b. 1947) (Ancestry.com 2009b). No records were found that Dean Forth had any children.



***(b2). Thomas Eugene Forth***

Thomas Eugene Forth (1942-2022) initially married Judith A. Ames (b. 1944) on November 24, 1962 in Santa Clara, CA (Ancestry.com 2007). He later married Lynda K. Forth (1950-2011) (Find a Grave 2022). There are no public records that Thomas ever had any children. He and Lynda are buried in San Joaquin Valley National Cemetery (Merced County, CA) (Find a Grave 2022).

***(b3). Teddy Joe Forth***

Teddy Joe Forth (1949-2022) was originally married to Teresa (Terrie) Shaw (b. 1956) but the union did not last. They had two children, **Justin Forth** (b. 1978 [(c1)]) and **Mack Forth** ((c2)). Terri Forth currently lives in Pendleton, Oregon.

In 1993, Teddy Joe married Tamara Medonich (b. 1954) and she remained his wife until his death in 2022. Teddy Joe's children with Tamara include **Jennifer Forth** ((c3)), **Scott Forth** ((c4)), **Nicole Forth** ((c5)), and **Alton Forth** ((c6)) (Pendleton Pioneer Chapel 2022). Teddy Joe is interred at Skyview Memorial Park (Umatilla County, OR).

***(c1). Justin Forth***

Contact with Terri Forth determined that Justin Forth (b. 1978) currently lives in Post Falls, Idaho.

***(c2). Mack Forth***

Mack Forth (b. 1986) lives in Pendleton, Oregon

***(c3). Jennifer Forth***

Jennifer Forth's current residence was not identified in public records.

***(c4). Scott Forth***

Scott Forth's current residence was not identified in public records.

***(c5). Nicole Forth***

Nicole Forth's current residence was not identified in public records.

***(c6). Alton Forth***

Alton Forth's current residence was not identified in public records.

***(a3). Henry F. Nelson***

Henry F. Nelson (1923-2012) married Jessie Marie Tenny (1927-2007) on April 23, 1944 (Find a Grave 2014a). They had five children, **David J. Nelson** (1950-2013 [(b1)]), **Patrick Henry Nelson** (b. 1949 [(b2)]), **Michael Lee Nelson** (b.1947 [(b3)]), **Linda (Nelson) Jones** (b.1949 [(b4)]), and **Stanley Nelson** (b. 1962 [(b5)]) (East Oregonian 2021). Both Henry and Jessie are buried in Normal Hill Cemetery (Nez Pierce County, ID).

***(b1). David J. Nelson***

David J. Nelson (1950-2013) had a daughter, **Lakiya Nelson ((c1))**, and a granddaughter, **Lillyanna ((d1))** (Lewiston Tribune 2013). He is buried in Normal Hill Cemetery (Nez Pierce County, ID) (Find a Grave 2014b).

***(c1). Lakiya Nelson***

Public records indicate that Lakiya Nelson lives in Liberty Lake, Washington.

***(d1). Lillyanna***

Lillyanna's (Surname not verified) current residence was not identified in public records.

***(b2). Patrick Henry Nelson***

Patrick Henry Nelson (b. 1949) is married to Barbara K. Nelson (b. 1951). They live in Lewiston Idaho.

***(b3). Michael Lee Nelson***

Michael Lee Nelson (b. 1947) is married to Sandy A. Nelson (b.1954). They live in Kamiah, ID.

***(b4). Linda (Nelson) Jones***

Linda (Nelson) Jones's current residence was not identified in public records.

***(b5). Stanley Nelson***

Stanley Nelson (b. 1962) lives in Eagle, Idaho. His marital status could not be verified.

***(a4). Mildred Carrie (Nelson) Knight***

Mildred Carrie (Nelson) Knight (1927-2022) married James O. Red (1925-1975) in 1945 (Find a Grave 2005). They had three children, **James N. Red** (b. 1948 [(b1)]), **Teresa (Red) Johnson** [b. 1951 [(b2)]], **Laurie Red** (b. 1953 [(b3)]). After Red died in 1976, Mildred married Leonard Leroy Knight (1927-2015) and they had no additional children (Find a Grave 2015). Mildred and James are buried in Burns Cemetery (Harney County, OR) (Find a Grave 2005). Leroy was cremated and his ashes scattered privately (Find a Grave 2015).

***(b1). James N. Red***

James N. Red (b.1948) is married to Barbara J. Red (b. 1958) and they live in Henderson, Nevada.

***(b2). Teresa (Red) Johnson***

Teresa (Red) Johnson (b. 1951) married Ralph A. Johnson (b. 1951) on June 16, 1984. They live in Grants Pass, Oregon.

***(b3). Laurie Red***

Laurie Red (b. 1953) is living in Ashland, Oregon.

***(b). Emma Johnson (Burt) Barker***

Emma Johnson (Burt) Barker (1887-1959) married Alious V. Barker (1885-1939) on December 29, 1906 (Ancestry.com 2015f). They did not have any children. The Barkers were buried in Olive Chapel Baptist Church Cemetery (Wake County, NC) (Find a Grave 2010c).

***(c). Carl Hunter Burt***

Carl Hunter Burt (1893-1979) married Frances (Fannie) Nerata Halland (1890-1966) on January 30, 1920 (Ancestry.com 2015g). They did not have children. Carl and Frances are both buried at Montlawn Memorial Park (Wake County, NC) (Find a Grave 2013a).

**(C.) WILLIAM THOMAS BURT**

William T. (or Thomas W.) Burt (~1856-1916) was married to Mary Eliza Leach (~1863-1955) by 1880 (Bureau of the Census 1880). William had one child, **Turner Burt ((a))**, who passed away as a young adult (Alabama Department of Archives and History n.d.). William and Mary's union however did not last and in 1890 Mary married Hugh P. McPherson (Ancestry.com 2015h). In 1955 Mary was buried the Cameron Presbyterian Church Cemetery (Moore County, NC) (Find a Grave 2009b).

William married Eudora Harrington (1869-1946) in 1911 (Ancestry.com 2015i). William's death certificate listed burial in Shady Grove Cemetery (Wake County, NC), but his gravesite is not recorded (Find a Grave 2009c; North Carolina State Board of Health 1916). Eudora is buried in the Buckhorn United Methodist Church Cemetery (Chatham County, NC) (Find a Grave 2013b).

***(a). Turner M. Burt***

Turner M. Burt (Burte) (1880-1910?) married Minnie Smith (1888-1971) in 1910 in Wake County, North Carolina (Ancestry.com 2015j). It is possible that this is the same Turner M. Burte (1880-1910) interred in the Cameron Presbyterian Church Cemetery (Moore County, NC) (Find a Grave 2009d). There are no public records indicating that Turner and Minnie ever had children.

**(D.) MARIA "PASSIE" (BURT) RICHARDSON**

Maria "Passie" (Burt) Richardson (1860-1927) married James D. Richardson (1860-1933) in 1886 (Ancestry.com 2015k). They had three children: **Bessie Lee Richardson** (1888-1966 [(a)]),

**Ernest Burt Richardson** (~1891-1967 [(b)]), and **Audrey E. (Richardson) Brown** (1899-1948 [(c)]). James and Maria are interred in Olive Chapel Baptist Church Cemetery (Wake County, NC) (Find a Grave 2010d).

***(a). Bessie Lee Richardson***

Bessie Lee Richardson (1888-1966) never married and had no children (Find a Grave 2010e; The News and Observer 1966). She is buried in Montlawn Memorial Park (Wake County, NC).

***(b). Ernest Burt Richardson***

Ernest (Earnest) Burt Richardson (1891-1967) also never married and there are no records that he ever had children (North Carolina State Board of Health 1967). Bessie and Ernest lived together for most of their lives on their parents farm in Chatham County, North Carolina (Bureau of the Census 1950). Ernest was also buried in Montlawn Memorial Park (Wake County, NC) (Find a Grave 2014c).

***(c). Audrey E. (Richardson) Brown***

Audrey E. (Richardson) Brown (1899-1948) married Emmett Theyers Brown (1895-1965) in 1921 (Ancestry.com 2015l). There are no public records indicating that Audrey and Emmett had children. Audrey is buried in in Montlawn Memorial Park (Wake County, N.C.) (Find a Grave 2013c). Emmett is buried in Skyline Memory Gardens (Surry County, NC) (Find a Grave 2009e).

## **II. MARIA J. (BURT) ROYSTER AND MADISON B. ROYSTER**

When Paschal died in 1859, he named Madison B. Royster (~1811-1890) as Maria's legal guardian (Burt 1859). On October 7, 1868 Maria married Madison (Ancestry.com 2015m).

Madison had originally married Martha Terry in 1832 (Ancestry.com 2015n). Martha and Madison appeared together in the 1850 and 1860 census but by the time Madison married Maria in 1868, Madison and Martha were no longer married couple. The 1860 census listed James M. Royster (~1836-1863), Frances Judson (Royster) Upchurch (1837-1920), Amos B. Royster (~1843-1864), William S. Royster (1847-1923), Ida (Royster) Dennis (1853-1930), Martha M. (Royster) Ray (1856-1930), and Walter (~1860-<1870) as Madison and Martha's children. All of these children were born before Madison married Maria. With the exceptions of James M. Royster and Walter Royster, all gravesites are known. The location of Martha T. Royster's gravesite is not known. Since none of these children were directly related to Maria Royster their descendants were not investigated.

There are no public records indicating that Maria's marriage to Madison produced any children.

## SUMMARY

Paschal Battle Burt married Lucy Ann Hutchins in 1853. They had a son, Ramulous Burt, but the child likely did not survive to adulthood. Lucy passed away in 1849 shortly after Ramulous's birth. Burt remained a widower until 1853 when he married Maria P. Johnston and they had three children, Charles Johnston Burt, William Thomas Burt, and Maria (Burt) Richardson. Paschal died in 1859, leaving Maria P. (Johnston) Burt a widow until she married Madison B. Royster in 1868.

Madison Royster had at least seven children by his first wife, Martha Terry. These children were not related to either Paschal or Maria Burt. Martha likely passed away in the early-mid 1860s. Madison and Maria J. (Burt) Royster married in 1868 and had no children. The only descendant lines moving forward to the present day are those of Charles Johnston Burt, William Thomas Burt, and Maria (Burt) Richardson.

Charles Johnston Burt married Lucy Hunter in 1884 and they had three children, Agnes Judson (Burt) Nelson, Emma J. (Burt) Barker, and Carl Hunter Burt. Agnes moved to Oregon by 1920 and her family line still lives in the western United States. Emma (Burt) Barker married Alious V. Barker in 1906, but they did not have children. Likewise Carl Hunter Burt married Frances Halland (1890-1966) in 1920 and produced no children. Only members of Agnes Judson (Burt) Nelson's line have survived to the present day.

William Thomas Burt married Mary E. Leach and they had one child, Turner Burt. Turner died before having children of his own. William and Mary's union dissolved and no further children were produced. William then married Eudora Harrington and they had no children. There are no known members of William Thomas Burt's line that have survived to the present day.

Maria Burt married James D. Richardson in 1886 and they had three children: Bessie Lee Richardson, Ernest Burt Richardson, and Audrey E. (Richardson) Brown. Bessie and Ernest never married and had no children. Audrey married Emmett T. Brown in 1921 and they do not appear to have had any children. There are no surviving members of Maria (Burt) Richardson's line.

## CONCLUSIONS

The descendants of Pascal Burt or Maria P. (Burt) Royster have undergone considerable attrition since the mid-nineteenth century. While there are numerous Burts and Roysters living in Wake County and North Carolina as a whole, none of these families are directly related to Pascal Burt or Maria P. (Burt) Royster. The only surviving line is Pascal and Maria's granddaughter, Agnes Judson (Burt) Nelson. Agnes's family have been in the western United States since 1920. There are currently at least three generations beyond Agnes that have survived to the present day.



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[https://www.ancestry.com/imageviewer/collections/6639/images/NEWS-NC-WE\\_ST.1859\\_09\\_14\\_0003?treeid=&personid=&usePUB=true&\\_phsrc=aRi437&\\_phstart=successSource&pId=450672643&rcstate=NEWS-NC-WE\\_ST.1859\\_09\\_14\\_0003%3A2481%2C6142%2C2556%2C6175%3B2419%2C6225%2C2488%2C6258%3B2488%2C6742%2C2591%2C6775%3B1804%2C6784%2C2025%2C6817%3B2840%2C1617%2C2939%2C1650%3B2956%2C1617%2C3072%2C1650%3B3248%2C1758%2C3346%2C1791%3B3362%2C1758%2C3460%2C1791%3B3248%2C1792%2C3352%2C1825%3B3369%2C1792%2C3490%2C1825%3B3955%2C3984%2C4171%2C4013%3B4496%2C1971%2C4648%2C2000%3B3500%2C6279%2C3620%2C6308%3B3640%2C6279%2C3760%2C6308%3B3603%2C6754%2C3965%2C6783%3B1498%2C267%2C1704%2C325%3B1746%2C267%2C2076%2C325%3B359%2C1596%2C711%2C1625%3B1182%2C1213%2C1418%2C1246%3B1139%2C1888%2C1378%2C1921%3B1278%2C2567%2C1523%2C2600%3B2322%2C3033%2C2421%2C3066%3B1792%2C5067%2C1914%2C5100%3B1931%2C5067%2C2053%2C5100%3B2365%2C6142%2C2489%2C6175](https://www.ancestry.com/imageviewer/collections/6639/images/NEWS-NC-WE_ST.1859_09_14_0003?treeid=&personid=&usePUB=true&_phsrc=aRi437&_phstart=successSource&pId=450672643&rcstate=NEWS-NC-WE_ST.1859_09_14_0003%3A2481%2C6142%2C2556%2C6175%3B2419%2C6225%2C2488%2C6258%3B2488%2C6742%2C2591%2C6775%3B1804%2C6784%2C2025%2C6817%3B2840%2C1617%2C2939%2C1650%3B2956%2C1617%2C3072%2C1650%3B3248%2C1758%2C3346%2C1791%3B3362%2C1758%2C3460%2C1791%3B3248%2C1792%2C3352%2C1825%3B3369%2C1792%2C3490%2C1825%3B3955%2C3984%2C4171%2C4013%3B4496%2C1971%2C4648%2C2000%3B3500%2C6279%2C3620%2C6308%3B3640%2C6279%2C3760%2C6308%3B3603%2C6754%2C3965%2C6783%3B1498%2C267%2C1704%2C325%3B1746%2C267%2C2076%2C325%3B359%2C1596%2C711%2C1625%3B1182%2C1213%2C1418%2C1246%3B1139%2C1888%2C1378%2C1921%3B1278%2C2567%2C1523%2C2600%3B2322%2C3033%2C2421%2C3066%3B1792%2C5067%2C1914%2C5100%3B1931%2C5067%2C2053%2C5100%3B2365%2C6142%2C2489%2C6175), accessed June 9, 2023.

## Wake County Superior Court

1914 Administrators Bond for Erwin Mann. Ancestry.com: North Carolina, U.S., Wills and Probate Records, 1665-1998.

**Enclosure 5 to Cemetery Relocation Application**

**Published Notification of Intent to Relocate**

## **Enclosure 5 to Cemetery Relocation Application**

### **Legal Notice**

A legal notice of the cemetery relocation was placed in *The Raleigh News and Observer*, a local newspaper addressing the general public in Wake County, North Carolina. The notice was published in every Friday edition for four consecutive weeks (June 30, July 7, July 14, July 21). A copy of the announcement is provided below. Attachment 1 includes an affidavit from the News and Observer verifying that the notice was published is enclosed along with tear sheets for each of the days that the notice was provided.

Text for Notice of Intention to Relocate Cemetery submitted to *The Raleigh News and Observer*

#### **NOTICE OF INTENTION TO RELOCATE CEMETERY**

Notice is given to persons having relatives or friends buried in a small cemetery off the south end of Woodfield Dead End Road of intention to disinter and reinter decedents in the Holly Springs Cemetery in Holly Springs, NC. Marked graves for Paschal Burt (d.1859) and Maria Royster (d.1908) are located in an overgrown parcel on the west side of the road. Friends or relatives of those interred in the cemetery or wishing to comment on the proposed move may provide notice to H. Matternes, New South Associates, Inc., 6150 East Ponce de Leon Avenue, Stone Mountain, GA, 30083.

Attachment 1. Affidavit of Publication and Tear Sheets Exhibiting Notice  
in June 30, July 7, July 14, and July 21 2023 Editions of  
*The Raleigh News and Observer*





Beaufort Gazette  
Belleville News-Democrat  
Bellingham Herald  
Bradenton Herald  
Centre Daily Times  
Charlotte Observer  
Columbus Ledger-Enquirer  
Fresno Bee

The Herald - Rock Hill  
Herald Sun - Durham  
Idaho Statesman  
Island Packet  
Kansas City Star  
Lexington Herald-Leader  
Merced Sun-Star  
Miami Herald

el Nuevo Herald - Miami  
Modesto Bee  
Raleigh News & Observer  
The Olympian  
Sacramento Bee  
Fort Worth Star-Telegram  
The State - Columbia  
Sun Herald - Biloxi

Sun News - Myrtle Beach  
The News Tribune Tacoma  
The Telegraph - Macon  
San Luis Obispo Tribune  
Tri-City Herald  
Wichita Eagle

## AFFIDAVIT OF PUBLICATION

| Account # | Order Number | Identification                          | Order PO | Amount   | Cols | Depth |
|-----------|--------------|-----------------------------------------|----------|----------|------|-------|
| 128068    | 438848       | Print Legal Ad-IPL01293760 - IPL0129376 |          | \$785.20 | 1    | 20 L  |

**Attention:** hugh matternes

new south associates  
6150 east ponce de leon avenue  
Stone Mountain, GA 30083

mmatternes@newsouthassoc.com

### NOTICE OF INTENTION TO RELOCATE CEMETERY

Notice is given to persons having relatives or friends buried in a small cemetery off the south end of Woodfield Dead End Road of intention to disinter and reinter decedents in the Holly Springs Cemetery in Holly Springs, NC. Marked graves for Paschal Burt (d.1859) and Maria Royster (d.1908) are located in an overgrown parcel on the west side of the road. Friends or relatives of those interred in the cemetery or wishing to comment on the proposed move may provide notice to H. Matternes, New South Associates, Inc., 6150 East Ponce de Leon Avenue, Stone Mountain, GA, 30083.  
IPL0129376  
Jun 30, Jul 7, 14, 21 2023

### STATE OF NORTH CAROLINA COUNTY OF WAKE, COUNTY OF DURHAM

Before the undersigned, a Notary Public of Dallas County, Texas, duly commissioned and authorized to administer oaths, affirmations, etc., personally appeared Tara Pennington, who being duly sworn or affirmed, according to law, doth depose and say that he or she is Accounts Receivable Specialist of the News & Observer Publishing Company, a corporation organized and doing business under the Laws of the State of North Carolina, and publishing a newspaper known as The News & Observer, Wake and State aforesaid, the said newspaper in which such notice, paper, document, or legal advertisement was published was, at the time of each and every such publication, a newspaper meeting all of the requirements and qualifications of Section 1-597 of the General Statutes of North Carolina and was a qualified newspaper within the meaning of Section 1-597 of the General Statutes of North Carolina, and that as such he or she makes this affidavit; and is familiar with the books, files and business of said corporation and by reference to the files of said publication the attached advertisement for new south associates was inserted in the aforesaid newspaper on dates as follows:

4 insertion(s) published on:

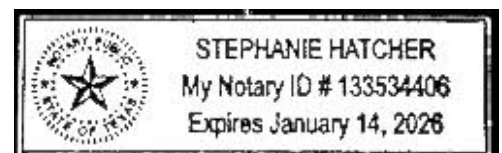
06/30/23, 07/07/23, 07/14/23, 07/21/23

*Tara Pennington*

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

*Stephanie Hatcher*

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.  
Legal document please do not destroy!



 [classifieds.newsobserver.com](https://classifieds.newsobserver.com)

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Legals

**Personal Representative's Notice**  
All persons, firms and corporations having claims against Hugh Lloyd Stone, III, deceased, of Wake County, North Carolina are notified to present their claims to the below-named Personal Representative on or before September 25,2023 or this Notice will be pleaded in bar of recovery. Debtors of decedent are requested to make immediate payment.  
This the 23rd day of June 2023.  
Kim C. Stone, Administrator CTA  
Estate of Hugh Lloyd Stone, III  
2821 N. Orlando Ave.  
Tucson, AZ. 85712  
IPL0127899  
Jun 23,30,Jul 7,14 2023

**NOTICE TO CREDITORS**  
ALL PERSONS, firms and corporations having claims against Malcolm L. Sarna, deceased, of Wake County, N.C., are notified to exhibit the same to the undersigned on or before (10/2/2023), or this notice will be pleaded in bar of recovery. Debtors of the decedent are asked to make immediate payment. This June 30, 2023.  
Stacey S. Arney  
716 Shoals Lake Drive, Fuquay Varina, NC 27526  
IPL0129408  
Jun 30,Jul 7,14,21 2023

**NOTICE TO CREDITORS**  
ALL PERSONS, firms and corporations having claims against Devin Keith Russell, deceased, of Wake County, N.C., are notified to exhibit the same to the undersigned on or before (9/25/2023), or this notice will be pleaded in bar of recovery. Debtors of the decedent are asked to make immediate payment. This June 23, 2023.  
Ashley Clark  
309 Scotts Ridge Trl Apex NC 27502  
IPL0128182  
Jun 23,30,Jul 7,14 2023

**NOTICE TO CREDITORS**  
ALL PERSONS, firms and corporations having claims against George Bryon Bright, deceased, of Wake County, N.C., are notified to exhibit the same to the undersigned on or before (3 months and 2 days from 1st date of publication), or this notice will be pleaded in bar of recovery. Debtors of the decedent are asked to make immediate payment. This June 21, 2023.  
Susan B. Hunt  
Mike Casterlow, Attorney-at-Law, The Elderlaw Firm 403 W. Fisher Ave, Greensboro, NC 27401  
IPL0128183  
Jun 23,30,Jul 7,14 2023

**NOTICE TO CREDITORS**  
ALL PERSONS, firms and corporations having claims against Vita Lynn Jones, deceased, of Durham County, N.C., are notified to exhibit the same to the undersigned on or before (3 months and 2 days from 1st date of publication), or this notice will be pleaded in bar of recovery. Debtors of the decedent are asked to make immediate payment. This June 23, 2023.  
Millidge West, Exec.  
C/O Higgins, Frankstone, Graves & Morris, P.A.  
1414 Raleigh Road, Suite 203  
Chapel Hill, NC 27517  
IPL0128248  
Jun 23,30,Jul 7,14 2023

**NOTICE TO CREDITORS**  
ALL PERSONS, firms and corporations having claims against James L. Bennett, Jr., deceased, of Durham County, N.C., are notified to exhibit the same to the undersigned on or before (9/30/2023), or this notice will be pleaded in bar of recovery. Debtors of the decedent are asked to make immediate payment. This June 30, 2023.  
Jay Brett Bennett, Executor  
C/o Manning Fulton & Skinner, PA.  
PO. Box 20389  
Raleigh NC 27619-0389  
IPL0128586  
Jun 30,Jul 7,14,21 2023

North Carolina, Wake County File No. 23CVD007398-910 In the General Court of Justice, District Court Division Kulwinder Mann, Plaintiff, vs. Yogrj Singh, Defendant. Notice of Service of Process by Publication. To: Yogrj Singh Take Note: That a pleading seeking relief against you has been filed in the General Court of Justice, District Court Division, by the plaintiff herein, the nature of which is as follows: Absolute divorce based upon one year's separation. You are required by law to make defense to such pleading within forty (40) days from the date of the first publication of this Notice. If you fail to do so, the plaintiff will seek the relief sought herein.  
Thi sthe June 26, 2023  
Signed: Kulwinder Mann  
IPL0128901  
Jun 29,Jul 7,14 2023

**NOTICE TO CREDITORS**  
ALL PERSONS, firms and corporations having claims against David Allen White, deceased, of Wake County, N.C., are notified to exhibit the same to the undersigned on or before (10/2/2023), or this notice will be pleaded in bar of recovery. Debtors of the decedent are asked to make immediate payment. This June 30, 2023.  
Allen David White  
15 Craven Ct. Youngsville NC 27596  
IPL0128996  
Jun 30,Jul 7,14,21 2023

**NOTICE TO CREDITORS**  
ALL PERSONS, firms and corporations having claims against Mildred Green, deceased, of Wake County, N.C., are notified to exhibit the same to the undersigned on or before (10-2-2023), or this notice will be pleaded in bar of recovery. Debtors of the decedent are asked to make immediate payment. This June 30, 2023.  
Maria Green  
5016 Fort Sumter Rd # k Raleigh North Carolina 27606  
IPL0129741  
Jun 30,Jul 7,14,21 2023

**NOTICE TO CREDITORS**  
ALL PERSONS, firms and corporations having claims against ESTATE OF SUSAN L. MARTIN A/K/A SUSAN LEIGH MARTIN, deceased, of Durham County, N.C., are notified to exhibit the same to the undersigned on or before (9/30/2023), or this notice will be pleaded in bar of recovery. Debtors of the decedent are asked to make immediate payment. This June 30, 2023.  
THOMAS GREGORY MARTIN  
c/o Lisa M. Rothman at McGuire, Wood & Bisette, PA., PO Box 3180, Asheville, NC 28802  
IPL0129335  
Jun 30,Jul 7,14,21 2023

**NOTICE TO CREDITORS**  
ALL PERSONS, firms and corporations having claims against Carol Hart, deceased, of Durham County, NC, are notified to exhibit the same to the undersigned on or before September 25th, 2023 or this notice will be pleaded in bar of recovery. Debtors of the decedent are asked to make immediate payment. This 23rd day of June, 2023.  
John Wilkerson, Executor  
Estate of Carol Hart, Deceased  
115 Ashley Brook Ct  
Cary, NC 27513  
IPL0128029  
Jun 23,30,Jul 7,14 2023

**NOTICE TO CREDITORS**  
ALL PERSONS, firms and corporations having claims against Mary Cherry Tate, deceased, of Durham County, N.C., are notified to exhibit the same to the undersigned on or before (October 1, 2023), or this notice will be pleaded in bar of recovery. Debtors of the decedent are asked to make immediate payment. This June 30, 2023.  
Christopher Bryan Tate  
47 Springhead Ct, Arden NC 28704  
IPL0129399  
Jun 30,Jul 7,14,21 2023

**NOTICE TO CREDITORS**  
ALL PERSONS, firms and corporations having claims against Eleanor Vann Payne, deceased of Wake County, NC on 3/8/23 are notified to exhibit the same to the undersigned on or before 10/1/23, or this notice will be pleaded in bar of recovery. Debtors of the decedent are asked to make immediate payment. This June 28, 2023.

William S. Payne, Executor  
3725 Grandbridge Drive  
Apex, NC 27539  
IPL0129561  
Jun 30,Jul 7,14,21 2023

North Carolina, Durham County File No. 23CVD557 In the General Court of Justice, District Court Division KeyonTae Brihm, Plaintiff, vs. Charles E Austin, Defendant. Notice of Service of Process by Publication. To: Charles E Austin Take Note: That a pleading seeking relief against you has been filed in the General Court of Justice, District Court Division, by the plaintiff herein, the nature of which is as follows: Absolute divorce based upon one year's separation. You are required by law to make defense to such pleading within forty (40) days from the date of the first publication of this Notice. If you fail to do so, the plaintiff will seek the relief sought herein.  
Thi sthe June 28, 2023  
Signed: KeyonTae Brihm  
IPL0129647  
Jun 30,Jul 7,14 2023

**NOTICE TO CREDITORS**  
ALL PERSONS, firms and corporations having claims against Marlowe K Earl, deceased, of Wake County, N.C., are notified to exhibit the same to the undersigned on or before (10/2/2023), or this notice will be pleaded in bar of recovery. Debtors of the decedent are asked to make immediate payment. This June 30, 2023.  
Carol Davila  
302 Bond Lake Dr Cary NC 27513  
IPL0129014  
Jun 30,Jul 7,14,21 2023

**NOTICE TO CREDITORS**  
ALL PERSONS, firms and corporations having claims against JACQUELINE B. PIKE SMITH (a/k/a JACQUELINE PIKE SMITH), deceased, of Wake County, N.C., are notified to exhibit the same to the undersigned on or before (September 30, 2023), or this notice will be pleaded in bar of recovery. Debtors of the decedent are asked to make immediate payment. This June 30, 2023.  
Walter Sage Smith, Executor  
c/o John R. Cella, Jr., Ragsdale Liggett PLLC, 2840 Plaza Place, Suite 400, Raleigh, NC 27612  
IPL0129742  
Jun 30,Jul 7,14,21 2023

**NOTICE TO CREDITORS**  
ALL PERSONS, firms and corporations having claims against Mary Elizabeth Hance, deceased, of Wake County, N.C., are notified to exhibit the same to the undersigned on or before (October 16, 2023), or this notice will be pleaded in bar of recovery. Debtors of the decedent are asked to make immediate payment. This July 14, 2023.  
David Alvis Hance and/or Douglas Charles Hance  
c/o Stephen A. Dunn, Emanuel & Dunn, PO Box 426, Raleigh, NC 27602  
IPL0130753  
Jul 14,21,28,Aug 4 2023

**NOTICE TO CREDITORS**  
ALL PERSONS, firms and corporations having claims against Estelle R. Spinks, deceased, of Durham County, N.C., are notified to exhibit the same to the undersigned on or before (4 weeks), or this notice will be pleaded in bar of recovery. Debtors of the decedent are asked to make immediate payment. This July 7, 2023.  
Pretricia Revels  
60 Enesco Circle  
IPL0130571  
Jul 14,21,28,Aug 4 2023

**NOTICE TO CREDITORS**  
ALL PERSONS, firms and corporations having claims against Jean G. Losee, deceased, of Durham County, N.C., are notified to exhibit the same to the undersigned on or before (October 10th, 2023), or this notice will be pleaded in bar of recovery. Debtors of the decedent are asked to make immediate payment. This July 7, 2023.  
Wilmot H. Losee, Jr.  
2419 Market Street, Wilmington, NC 28403  
IPL0130404  
Jul 7,14,21,28 2023

**Notice to Creditors**  
ALL PERSONS, firms and corporations having claims against JAMES PRESTON WILLCOX, deceased, of Wake County, are notified to exhibit the same to the undersigned on or before October 14, 2023, or this notice will be pleaded in bar of their recovery. All persons indebted to the Estate will please make immediate payment.

This 14th day of July, 2023.

SARAH WILLCOX, EXECUTRIX  
ESTATE OF JAMES PRESTON WILLCOX  
c/o Tillman, Whichard & Cagle, PLLC, 501 Eastowne Drive, Suite 130  
Chapel Hill, NC 27514  
IPL0130815  
Jul 14,21,28,Aug 4 2023

**Notice to Creditors**  
ALL PERSONS, firms and corporations having claims against Alfonso Trice, deceased, of Wake County, NC, with real property in Wake County, NC, are notified to exhibit the same to the undersigned on or before September 24, 2023, or this notice will be pleaded in bar of recovery. Debtors of the decedent are asked to make immediate payment. This 5th day of July 2023.  
Edith Cheek, the Executor,  
C/O Whitaker & Hamer PLLC, 225 Professional Circle, Morehead City NC 28557  
IPL0130309  
Jul 7,14,21,28 2023

**Notice of Public Sale**  
Self-storage unit contents of the following customers containing household and other goods will be sold by North Raleigh Personal Storage at 5508 Otters Run Ct Raleigh, NC 27609 to satisfy a lien on July 31, 2023, at approximately 12:00 pm at www.storage-treasures.com.  
Heather Little, Heather Little, Holly Beaver, Neajah Cathey, Patricia Cruz  
IPL0130641  
Jul 14 2023

**Notice to Creditors**  
ALL PERSONS, firms and corporations having claims against Mark Burr Hansen a/k/a Mark B. Hansen, deceased, of Wake County, N.C., are notified to exhibit the same to the undersigned on or before October 14th, 2023, or this notice will be pleaded in bar of recovery. Debtors of the decedent are asked to make immediate payment. This 14th day of July 2023.

Douglas Brayshaw Hansen Jr, Administrator  
Estate of Mark Burr Hansen  
c/o Roberson Law Firm  
1829 E. Franklin St., Ste. 800C  
Chapel Hill, NC 27514  
IPL0130927  
Jul 14,21,28,Aug 4 2023

| Notice of Sale | Unit # |
|----------------|--------|
| TO             |        |
| Kermit Debnam  | #0328  |

Ample Storage Neil Street, 404 Gorman Street, Raleigh, NC 27607, has possessory lien on all of the goods stored in the prospective units above. All these items of personal property are being sold pursuant to the assertion of the lien on August 3, 2023 at 10:00 AM in order to collect the amounts due from you. The public sale with take place at 404 Gorman Street, Raleigh, NC 27607.  
This is 7-14-23  
IPL0131152  
Jul 14 2023

**NOTICE TO CREDITORS IN THE MATTER OF THE ESTATE OF GWENDOLYN JUANITA FLAGLER-MANN**  
All persons, firms, and corporations having claims against GWENDOLYN JUANITA FLAGLER-MANN, deceased, of Durham County, North Carolina, are notified to exhibit the same to Alise Mann, Administrator, c/o J. Christopher Dunn, Creech, Dunn & Perry, PA, 3600 Glenwood Avenue, Suite 230, Raleigh, NC 27612, on or before October 10, 2023, or this notice will be pleaded in bar of recovery. Debtors of decedent are asked to make immediate payment to the above-named Executor. This the 6th day of July 2023.  
IPL0130378  
Jul 7,14,21,28 2023

**NOTICE TO CREDITORS**  
ALL PERSONS, firms and corporations having claims against John Allan Acton, deceased, of Wake County, N.C., are notified to exhibit the same to the undersigned on or before (October 18, 2023), or this notice will be pleaded in bar of recovery. Debtors of the decedent are asked to make immediate payment. This July 14, 2023.  
Anita M. Acton  
3200 Millstream Place, Raleigh, N.C. 27609  
IPL0131209  
Jul 14,21,28,Aug 4 2023

**NOTICE TO CREDITORS**  
ALL PERSONS, firms and corporations having claims against Linda Lou Miles Barnes, deceased, of Wake County, N.C., are notified to exhibit the same to the undersigned on or before (10/16/2023), or this notice will be pleaded in bar of recovery. Debtors of the decedent are asked to make immediate payment. This July 14, 2023.  
Dawn Marie Graham  
5745 Stone Crystal Drive Fuquay Varina, NC 27526  
IPL0131233  
Jul 14,21,28,Aug 4 2023

| Notice of Sale      | Unit # |
|---------------------|--------|
| To:                 |        |
| Shanita M Evans     | 000053 |
| Syvika A Roberts    | 000100 |
| Larry Weiner        | 000134 |
| Trolette S Hinton   | 000171 |
| Larry Weiner        | 000214 |
| Rita Rogers         | 000261 |
| Jakeline E Espinosa | 000297 |
| R.Ravien Sheridan   | 000334 |
| Elizabeth Hart      | 000566 |

**Ample Storage – 2800 Spring Forest Road, Raleigh, NC 27616**, has possessory lien on all of the goods stored in the prospective units above. All these items of personal property are being sold pursuant to the assertion of the lien on **8/3/2023 at 10:00 A.M.** in order to collect the amounts due from you. The public sale will take place at **2800 Spring Forest Road, Raleigh, NC 27616**.  
This is **7/11/23**  
IPL0130975  
Jul 14 2023

| Notice of Sale    | Unit # |
|-------------------|--------|
| To:               |        |
| Erika Anthony     | #863   |
| Bernadette Walton | #803   |
| Rodney Cannon     | #123   |
| Bernadette Walton | #805   |

**Ample Storage Apex, 1136 Ambergate Station, Apex, NC 27502**, has possessory lien on all of the goods stored in the prospective units above. All these items of personal property are being sold pursuant to the assertion of the lien on **August 2, 2023 at 10:00am** in order to collect the amounts due from you. The public sale will take place at **1136 Ambergate Station, Apex, NC 27502**.  
This is **July 11, 2023**.  
IPL0131033  
Jul 14 2023

**WillPrice(RCT), 101 Marian-naPL, Garner, NC, price.patricia@yahoo.com**  
RCT-PublicSale-2016ToyotaForerunner-919-601-4266  
IPL0131327  
Jul 14,21 2023

**NOTICE TO CREDITORS**  
ALL PERSONS, firms and corporations having claims against Thomas Edward Cleve, deceased, of Durham County, N.C., are notified to exhibit the same to the undersigned on or before (10/8/2023), or this notice will be pleaded in bar of recovery. Debtors of the decedent are asked to make immediate payment. This July 6, 2023.  
Timothy Cleve  
915 Dimmocks Mill Road Hillsborough NC 27278  
IPL0130296  
Jul 7,14,21,28 2023

**NOTICE TO CREDITORS**  
All persons, firms and corporations having claims against the Estate of RONNIE R. LASSITER, Deceased, of Johnston County, N.C., are notified to present the same to the Personal Representative listed below on or before September 30, 2023, or this Notice will be pleaded in bar of recovery. All debtors of the said Estate are asked to make immediate payment. This 30th day of June, 2023.  
TAMMY LASSITER ADAMS and STANTON RUSSELL LASSITER Co-Executors  
c/o GREGORY T. PEACOCK  
Ward and Smith, PA.  
Attorneys at Law  
Post Office Box 33009  
Raleigh, NC 27636-3009  
IPL0129361  
Jun 30,Jul 7,14,21 2023

| Notice of Sale | Unit # |
|----------------|--------|
| To:            |        |
| Jean Becoat    | #0A32  |
| Phyllis Hicks  | #0D284 |
| Kirk D Thomas  | #0D283 |
| Maria Teresa   | #0D293 |

**Ample Storage Millbrook, 5212 Old Wake Forest Road, Raleigh, NC 27609**, (formerly Millbrook Mini Storage), has possessory lien on all of the goods stored in the prospective units above. All these items of personal property are being sold pursuant to the assertion of the lien on **August 3, 2023 at 10:00 am** in order to collect the amounts due from you. The public sale will take place at **5212 Old Wake Forest Road, Raleigh, NC 27609 (formerly Millbrook Mini Storage)**.  
This is **July 10, 2023**.  
IPL0130890  
Jul 14 2023

**Public Notice**  
The public will take notice that the Wendell Town Board of Commissioners has scheduled a public hearing on Monday July 24, 2023 at 7:00 PM in the Wendell Town Hall. Please see the Town website [www.townofwendell.com](http://www.townofwendell.com) for details.  
The purpose of the public hearing is to consider a Development Agreement between Oppidan, Inc. a Minnesota corporation, and the Town of Wendell, North Carolina, a municipal corporation of the State of North Carolina. Citizens may speak and may obtain additional information from the Town of Wendell Zoning Administrator, Town Hall, Wendell, North Carolina 27591.

Mary Beth Tew, Town Clerk  
IPL0131176  
Jul 14,21 2023

| Notice of Sale     | Unit # |
|--------------------|--------|
| To:                |        |
| Lawrence L Wilburn | 269    |
| Maria Parnesse     | 315    |
| Rakeya Black       | 324    |
| Latoya Thomas      | 366    |
| Erika P Franco     | 394    |
| Wanda Mcnair       | 449    |
| Danessha Daley     | 525    |
| Leisha Bradley     | 778    |
| Patricia A Leake   | 920    |

**Ample Storage New Bern Avenue, 1260 Partin Road, Raleigh, NC 27610**, has possessory lien on all of the goods stored in the prospective units above. All these items of personal property are being sold pursuant to the assertion of the lien on **August 4, 2023 at 10A.M.** in order to collect the amounts due from you. The public sale will take place at **1260 Partin Road, Raleigh, NC 27610**.  
This is **July 10, 2023**.  
IPL0130968  
Jul 14 2023

**Ample Storage 64 East 1105 Corporation Parkway Raleigh, NC 27610 919-231-6182**  
**Notice of Sale**

| Notice of Sale  | Unit # |
|-----------------|--------|
| To:             |        |
| Startia McLean  | 38     |
| Jahil S Kane    | 121    |
| Michael Rudolph | 234    |

**Ample Storage 64 East, 1105 Corporation Parkway, Raleigh, NC 27610**, has possessory lien on all of the goods stored in the prospective units above. All these items of personal property are being sold pursuant to the assertion of the lien on **August 4, 2023 at 10 A.M.** in order to collect the amounts due from you. The public sale will take place at **1105 Corporation Parkway, Raleigh, NC 27610**.  
This is **July 10, 2023**.  
IPL0130972  
Jul 14 2023

**NOTICE OF SERVICE OF PROCESS BY PUBLICATION STATE OF NORTH CAROLINA DURHAM COUNTY DISTRICT COURT FILE NO.: 21-CVD-004239**  
Maria Elena Mendez Castillo v. Heriberto Garcia Valadez To: Heriberto Garcia Valadez Take Notice that a pleading seeking relief against you has been filed in the General Court of Justice, District Court Division, by the plaintiff herein, the nature of the relief being sought is as follows: Child Custody. You are required to make a defense to such pleading not later than August 15, 2023, and upon your failure to do so, the plaintiff will seek the relief sought herein. This is the 6th day of July 2023. Yesenia L. Polanco-Galdamez, Attorney for Plaintiff 411 Andrews Road, Suite 130 Durham, NC 27705 (919) 294-8032  
IPL0130310  
Jul 7,14,21 2023

NEWSOBSERVER.COM

**NOTICE TO CREDITORS**  
ALL PERSONS, firms and corporations having claims against Georgianna Evans, deceased, of Wake County, N.C., are notified to exhibit the same to the undersigned on or before (10/2/2023), or this notice will be pleaded in bar of recovery. Debtors of the decedent are asked to make immediate payment. This June 30, 2023.  
Zorra Evans  
4424 Reamy Drive Suitland, MD 20746  
IPL0129749  
Jun 30,Jul 7,14,21 2023

**NOTICE OF INTENTION TO RELOCATE CEMETERY**  
Notice is given to persons having relatives or friends buried in a small cemetery off the south end of Woodfield Dead End Road of intention to disinter and reinter decedents in the Holly Springs Cemetery in Holly Springs, NC. Marked graves for Paschal Burt (d.1859) and Maria Royster (d.1906) are located in an overgrown parcel on the west side of the road. Friends or relatives of those interred in the cemetery or wishing to comment on the proposed move may provide notice to H. Matternes, New South Associates, Inc., 6150 East Ponce de Leon Avenue, Stone Mountain, GA, 30083.  
IPL0129376  
Jun 30,Jul 7,14,21 2023

| Notice of Sale                            | Unit # |
|-------------------------------------------|--------|
| To:                                       |        |
| Travis O. Young                           | 0532   |
| Pascha R. Broxton                         | 0179   |
| Stephanie L. Raines                       | 0406   |
| Jacqueline Worsley/ Jacqueline L. Worsley | 0381   |

**Ample Storage Capital Boulevard, 1807 Capital Boulevard, Raleigh, NC 27604**, has possessory lien on all of the goods stored in the prospective units above. All these items of personal property are being sold pursuant to the assertion of the lien on **August 3, 2023, at 10:00 A.M.** in order to collect the amounts due from you. The public sale will take place at **1807 Capital Boulevard, Raleigh, NC 27604**.  
This is **July 10, 2023**  
IPL0130821  
Jul 14 2023

Auctions

**Garage Sales**

**Yard Sale**  
Durham Yard sale July 15 (8-12) books, DVD's, dishes, other items  
3832 Hermine St Durham,NC 27705

**Multi-family yard sale**

**saturday and Sunday 7/15-7/16**  
**3700 block of Britt street durham N.C**

LOTS OF TOOLS,antiques,lots of household items  
aluminum step ladders and walk boards ,tile saw, propane heater

**Family Yard Sale**  
Durham Time 8:00-1:00 15 Cambian PL

**Moving Yard Sale Alert!**  
When: Saturday July 15th 8am-11am  
Where: 101 Fox Crossing Drive Raleigh NC 27603

**MOVING SALE - ROLESVILLE NC**  
Saturday July 15, 2023  
8am - Noon  
Furniture, Yard Tools & More  
657 Long Melford Drive (Behind the Food Lion)

Animals

**Dogs**



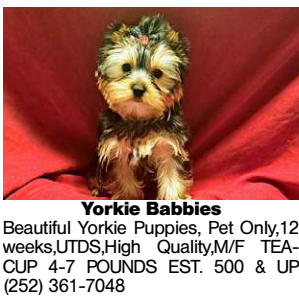
**Malshi Puppies For Sale**  
I have 4 adorable Malshis' for sale. 2 males and 2 females. The brown one is a tiny male. Born 04/24/23. Serious inquiries ONLY! 919-972-1597



**AKC Yorkies (2) Boys Available \$2500**  
Health Guarantee, UTD on shots, Puppy Pack 704-692-8729

**AKC Golden Retriever Puppies (2) Litters \$1000**  
English Cream and American Litters. Health guarantee and shots. 704-692-8729

**AKC Australian Cattle Dog. F, spayed, UTD on all vaccines, microchipped, 2.5 years old. Serious Inquiries Only. 919-780-9124.**  
Call or text please.



**Yorkie Babies**

Beautiful Yorkie Puppies, Pet Only,12 weeks,UTDS,High Quality,M/F TEA-CUP 4-7 POUNDS EST. 500 & UP (252) 361-7048

**AKC EUROPEAN DOBERMAN PINSCHER**  
DOBERMAN PINSCHER Pups born 6/30/23. European bloodline. Tails docked,dew claws removed. Health guarantee. full akc reg.accepting deposits,ready 8/14/23. 252-360-9827

AKC Golden Retriever 434-594-5440. \$800. Up to date on shots. Ready now. DOB 4/24

Animals

**Dogs**



Morkiepoo 8 wks old, first shots, 910-558-6008



West Highland White Terriers Registered, up to date on shots and wormings. Very loving. 6 weeks to 6 months, \$600 to \$1000, 2 F, 8 M. 336-964-8880

**Beautiful AKC Dobermans**  
8 Blk/1 Red. Wormed, 1st shots, tails docked. \$875 Tel.# 910-770-3175



**English Bulldog Puppies**  
AKC Registered 10 weeks old, English Bulldog puppies.call or text 304-667-8125

AKC German Shepherd Pups \$300 Black and Tan 252-287- 9114

**Livestock**

**Free Goats and Chickens**  
Free Goats and Chickens to a good home. Please text or call Brian 919.621.2657

Automotive

**Autos for Sale**

**Chevrolet 3500 Dually 1996**  
**NEEDS TRANSMISSION**  
**919-417-8739 \$2500 OBO**

Merchandise

<



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📞 919.829.4500



## Legals

### NOTICE TO CREDITORS

ALL PERSONS, firms and corporations having claims against James L. Bennett, Jr., deceased, of Durham County, N.C., are notified to exhibit the same to the undersigned on or before (9/30/2023), or this notice will be pleaded in bar of recovery. Debtors of the decedent are asked to make immediate payment. This June 30, 2023. Jay Brett Bennett, Executor  
C/o Manning Fulton & Skinner, PA.  
P.O. Box 20389  
Raleigh NC 27619-0389  
JPL0128586  
Jun 30, Jul 7, 14, 21 2023

### NOTICE TO CREDITORS

ALL PERSONS, firms and corporations having claims against David Allen White, deceased, of Wake County, N.C., are notified to exhibit the same to the undersigned on or before (10/2/2023), or this notice will be pleaded in bar of recovery. Debtors of the decedent are asked to make immediate payment. This June 30, 2023. Allen David White  
15 Craven Ct. Youngsville NC 27596  
JPL0128996  
Jun 30, Jul 7, 14, 21 2023

### NOTICE TO CREDITORS

ALL PERSONS, firms and corporations having claims against Marlowe K Earl, deceased, of Wake County, N.C., are notified to exhibit the same to the undersigned on or before (10/2/2023), or this notice will be pleaded in bar of recovery. Debtors of the decedent are asked to make immediate payment. This June 30, 2023. Carol Davila  
302 Bond Lake Dr Cary NC 27513  
JPL0129014  
Jun 30, Jul 7, 14, 21 2023

### NOTICE TO CREDITORS

ALL PERSONS, firms and corporations having claims against ESTATE OF SUSAN L. MARTIN A/K/A SUSAN LEIGH MARTIN, deceased, of Durham County, N.C., are notified to exhibit the same to the undersigned on or before (9/30/2023), or this notice will be pleaded in bar of recovery. Debtors of the decedent are asked to make immediate payment. This June 30, 2023. THOMAS GREGORY MARTIN  
c/o Lisa M. Rothman at McGuire, Wood & Bisette, PA., PO Box 3180, Asheville, NC 28802  
JPL0129335  
Jun 30, Jul 7, 14, 21 2023

### NOTICE TO CREDITORS

All persons, firms and corporations having claims against the Estate of RONNIE R. LASSITER, Deceased, of Johnston County, N.C., are notified to present the same to the Personal Representative listed below on or before September 30, 2023, or this Notice will be pleaded in bar of recovery. All debtors of the said Estate are asked to make immediate payment. This 30th day of June, 2023. TAMMY LASSITER ADAMS and STANTON RUSSELL LASSITER Co-Executors  
c/o GREGORY T. PEACOCK  
Ward and Smith, PA.  
Attorneys at Law  
Post Office Box 33009  
Raleigh, NC 27636-3009  
JPL0129361  
Jun 30, Jul 7, 14, 21 2023

### NOTICE OF INTENTION TO RELOCATE CEMETERY

Notice is given to persons having relatives or friends buried in a small cemetery off the south end of Woodfield Dead End Road of intention to disinter and reinter decedents in the Holly Springs Cemetery in Holly Springs, NC. Marked graves for Paschal Burt (d.1859) and Maria Royster (d.1908) are located in an overgrown parcel on the west side of the road. Friends or relatives of those interred in the cemetery or wishing to comment on the proposed move may provide notice to H. Matthenes, New South Associates, Inc., 6150 East Ponce de Leon Avenue, Stone Mountain, GA, 30083. JPL0129376  
Jun 30, Jul 7, 14, 21 2023

### NOTICE TO CREDITORS

ALL PERSONS, firms and corporations having claims against Mary Cherry Tate, deceased, of Durham County, N.C., are notified to exhibit the same to the undersigned on or before (October 1, 2023), or this notice will be pleaded in bar of recovery. Debtors of the decedent are asked to make immediate payment. This June 30, 2023. Christopher Bryan Tate  
47 Springhead Ct, Arden NC 28704  
JPL0129399  
Jun 30, Jul 7, 14, 21 2023

### NOTICE TO CREDITORS

ALL PERSONS, firms and corporations having claims against Malcolm L. Sarna, deceased, of Wake County, N.C., are notified to exhibit the same to the undersigned on or before (10/2/2023), or this notice will be pleaded in bar of recovery. Debtors of the decedent are asked to make immediate payment. This June 30, 2023. Stacey S. Aney  
716 Shoals Lake Drive, Fuquay Varina, NC 27526  
JPL0129408  
Jun 30, Jul 7, 14, 21 2023

### NOTICE TO CREDITORS

ALL PERSONS, firms and corporations having claims against Eleanor Vann Payne, deceased of Wake County, NC on 3/8/23 are notified to exhibit the same to the undersigned on or before 10/1/23, or this notice will be pleaded in bar of recovery. Debtors of the decedent are asked to make immediate payment. This June 28, 2023.

William S. Payne, Executor  
3725 Grandbridge Drive  
Apex, NC 27539  
JPL0129561  
Jun 30, Jul 7, 14, 21 2023

### NOTICE TO CREDITORS

ALL PERSONS, firms and corporations having claims against Mildred Green, deceased, of Wake County, N.C., are notified to exhibit the same to the undersigned on or before (10-2-2023), or this notice will be pleaded in bar of recovery. Debtors of the decedent are asked to make immediate payment. This June 30, 2023. Maria Green  
5016 Fort Sumter Rd # k Raleigh North Carolina 27606  
JPL0129741  
Jun 30, Jul 7, 14, 21 2023

### WillPrice(RCT), 101 Marian- na PL, Garner, NC, price, patri- cia@yahoo.com

RCT-PublicSale-2016ToyotaForerunner-919-601-4266  
JPL0131327  
Jul 14, 21 2023

### NORTH CAROLINA DURHAM COUNTY NOTICE TO CREDITORS

The Undersigned having qualified as the Executor of the Estate of NORMA OVERMAN KING, deceased, late of Durham County, North Carolina, notifies all persons, firms and corporations having claims against the estate of said deceased to present them to the undersigned on or before the 13th day of October, 2023, or this notice will be pleaded in bar of their recovery. All persons indebted to said estate will please make immediate payment to the undersigned.  
This the 7th day of July, 2023.

Janet Lea Jones aka  
Janet Lea Blackwell Jones, Executor  
of the Estate of  
Norma Overman King, Deceased  
128 Quail Hollow Drive  
Kings Mountain, NC 28086  
(23-E-833)

Charles L. Steel, IV  
Manning Fulton & Skinner PA  
Diamond View II, Ste. 130  
280 S. Mangum Street  
Durham, NC 27701  
919-510-9290  
JPL0129740  
Jul 7, 14, 21, 28 2023

### NOTICE TO CREDITORS

ALL PERSONS, firms and corporations having claims against JACQUELINE B. PIKE SMITH a/k/a JACQUELINE PIKE SMITH, deceased, of Wake County, N.C., are notified to exhibit the same to the undersigned on or before (September 30, 2023), or this notice will be pleaded in bar of recovery. Debtors of the decedent are asked to make immediate payment. This June 30, 2023. Walter Sage Smith, Executor  
c/o John R. Cella, Jr., Ragsdale Liggett PLLC, 2840 Plaza Place, Suite 400, Raleigh, NC 27612  
JPL0129742  
Jun 30, Jul 7, 14, 21 2023

### NOTICE TO CREDITORS

ALL PERSONS, firms and corporations having claims against Georgianna Evans, deceased, of Wake County, N.C., are notified to exhibit the same to the undersigned on or before (10/2/2023), or this notice will be pleaded in bar of recovery. Debtors of the decedent are asked to make immediate payment. This June 30, 2023. Zorra Evans  
4424 Reamy Drive Suitland, MD 2746  
JPL0129749  
Jun 30, Jul 7, 14, 21 2023

### NORTH CAROLINA DURHAM COUNTY NOTICE TO CREDITORS

The Undersigned having qualified as the Executor of the Estate of CAROLYN COUCH HARDIN, deceased, late of Durham County, North Carolina, notifies all persons, firms and corporations having claims against the estate of said deceased to present them to the undersigned on or before the 13th day of October, 2023, or this notice will be pleaded in bar of their recovery. All persons indebted to said estate will please make immediate payment to the undersigned.  
This the 7th day of July, 2023. James Edward Hardin, Jr. Executor  
of the Estate of  
Carolyn Couch Hardin, Deceased  
5600 Buck Quarter Road  
Hillsborough, NC 27278  
(23-E-834)

Charles L. Steel, IV  
Manning Fulton & Skinner PA  
Diamond View II, Ste. 130  
280 S. Mangum Street  
Durham, NC 27701  
919-510-9290  
JPL0129754  
Jul 7, 14, 21, 28 2023

### NOTICE TO CREDITORS

ALL PERSONS, firms and corporations having claims against Thomas Edward Cleve, deceased, of Durham County, N.C., are notified to exhibit the same to the undersigned on or before (10/8/2023), or this notice will be pleaded in bar of recovery. Debtors of the decedent are asked to make immediate payment. This July 6, 2023. Timothy Cleve  
915 Dismocks Mill Road Hillsborough NC 27278  
JPL0130296  
Jul 7, 14, 21, 28 2023

### Notice to Creditors

ALL PERSONS, firms and corporations having claims against Alfonso Trice, deceased, of Wake County, NC, with real property in Wake County, NC, are notified to exhibit the same to the undersigned on or before September 24, 2023, or this notice will be pleaded in bar of recovery. Debtors of the decedent are asked to make immediate payment. This 5th day of July 2023. Edith Cheek, the Executor, C/O Whitaker & Hamer PLLC, 225 Professional Circle, Morehead City NC 28557  
JPL0130309  
Jul 7, 14, 21, 28 2023

### NOTICE OF SERVICE OF PROCESS BY PUBLICATION STATE OF NORTH CAROLINA DURHAM COUNTY DISTRICT COURT

FILE NO.: 21-CVD-004239  
Maria Elena Mendez Castillo v. Heriberto Garcia Valadez To: Heriberto Garcia Valadez Take Notice that a pleading seeking relief against you has been filed in the General Court of Justice, District Court Division, by the plaintiff herein, the nature of the relief being sought is as follows: Child Custody. You are required to make a defense to such pleading not later than August 15, 2023, and upon your failure to do so, the plaintiff will seek the relief sought herein. This is the 6th day of July, 2023. Yessenia L. Polanco-Galdamez, Attorney for Plaintiff 411 Andrews Road, Suite 130 Durham, NC 27705 (919) 294-8032  
JPL0130310  
Jul 7, 14, 21 2023

### NOTICE TO CREDITORS IN THE MATTER OF THE ESTATE OF GWENDOLYN JUANITA FLAGLER-MANN

All persons, firms, and corporations having claims against GWENDOLYN JUANITA FLAGLER-MANN, deceased, of Durham County, North Carolina, are notified to exhibit the same to Alise Mann, Administrator, c/o J. Christopher Dunn, Creech, Dunn & Perry, P.A., 3600 Greenwood Avenue, Suite 230, Raleigh, NC 27612, on or before October 10, 2023, or this notice will be pleaded in bar of recovery. Debtors of decedent are asked to make immediate payment to the above-named Executor. This the 6th day of July 2023. JPL0130378  
Jul 7, 14, 21, 28 2023

### NOTICE TO CREDITORS

ALL PERSONS, firms and corporations having claims against Jean G. Losee, deceased, of Durham County, N.C., are notified to exhibit the same to the undersigned on or before (October 10th, 2023), or this notice will be pleaded in bar of recovery. Debtors of the decedent are asked to make immediate payment. This July 7, 2023. Wilmot H. Losee, Jr.  
2419 Market Street, Wilmington, NC 28403  
JPL0130404  
Jul 7, 14, 21, 28 2023

### NOTICE TO CREDITORS

ALL PERSONS, firms and corporations having claims against Estelle R. Spinks, deceased, of Durham County, N.C., are notified to exhibit the same to the undersigned on or before (4 weeks), or this notice will be pleaded in bar of recovery. Debtors of the decedent are asked to make immediate payment. This July 7, 2023. Pretrecia Revels  
60 Enesco Circle  
JPL0130571  
Jul 14, 21, 28, Aug 4 2023

### Notice of Public Hearing

The Johnston County Board of Adjustment will meet on **Wednesday, July 26, 2023 @ 3:00 p.m.** The meeting will be held in the **Second Floor Conference Room, Johnston County Public Library, 305 East Market Street, Smithfield, North Carolina.** You should enter the library through the rear entrance. The purpose of the meeting is to conduct a public hearing regarding the request as noted below.

**BOA Case 23-05**  
Parcel ID: 11C01017A  
Address: 8164 Flower Hill Road, Mid-dlesex, North Carolina 27557  
Property Owner: Oak Grove Presbyterian Church  
Petitioner: Oak Grove Presbyterian Church by Earline F. Bunn, Session Member  
Petition Request: Variance of 20 feet from the required setback of 20 feet from the NCDOT right of way.

The public may obtain additional information on the above Board of Adjustment cases through the Johnston County Planning and Zoning Department at 919-989-5150, Monday through Friday 8am-5pm.  
JPL0130592  
Jul 14, 21 2023

### NOTICE TO CREDITORS

ALL PERSONS, firms and corporations having claims against Mary Elizabeth Hance, deceased, of Wake County, N.C., are notified to exhibit the same to the undersigned on or before (October 16, 2023), or this notice will be pleaded in bar of recovery. Debtors of the decedent are asked to make immediate payment. This July 14, 2023. David Alvis Hance and/or Douglas Charles Hance  
c/o Stephen A. Dunn, Emanuel & Dunn, PO Box 426, Raleigh, NC 27602  
JPL0130753  
Jul 14, 21, 28, Aug 4 2023

### Notice to Creditors

ALL PERSONS, firms and corporations having claims against JAMES PRESTON WILLCOX, deceased, of Wake County, are notified to exhibit the same to the undersigned on or before October 14, 2023, or this notice will be pleaded in bar of their recovery. All persons indebted to the Estate will please make immediate payment.  
This 14th day of July, 2023.  
SARAH WILLCOX, EXECUTRIX  
ESTATE OF JAMES PRESTON WILLCOX  
c/o Tillman, Whichard & Cagle, PLLC  
501 Eastowne Drive, Suite 130  
Chapel Hill, NC 27514  
JPL0130815  
Jul 14, 21, 28, Aug 4 2023

### Notice of Sale

**To: Unit #**  
Chasidy Payton 000724  
**Ample Storage Atlantic Avenue, 4500 Atlantic Avenue, Raleigh, NC 27604,** has possessory lien on all of the goods stored in the prospective units above. All these items of personal property are being sold pursuant to the assertion of the lien on **August 3rd, 2023 at 10:00 A.M.** in order to collect the amounts due from you. The public sale will take place at **4500 Atlantic Avenue, Raleigh, NC 27604.**  
July 10th, 2023  
JPL0130818  
Jul 21 2023

### Notice to Creditors

ALL PERSONS, firms and corporations having claims against Mark Burr Hansen a/k/a Mark B. Hansen, deceased, of Wake County, N.C., are notified to exhibit the same to the undersigned on or before October 14th, 2023, or this notice will be pleaded in bar of recovery. Debtors of the decedent are asked to make immediate payment. This 14th day of July 2023.

Douglas Brayshaw Hansen Jr, Administrator  
Estate of Mark Burr Hansen  
c/o Roberson Law Firm  
1829 E. Franklin St., Ste. 800C  
Chapel Hill, NC 27514  
JPL0130927  
Jul 14, 21, 28, Aug 4 2023

### NORTH CAROLINA DURHAM COUNTY NOTICE TO CREDITORS

The undersigned, having qualified on the 11th day of July 2023, as Executor of the Estate of Sidney Levine deceased, of Durham County, North Carolina, do hereby notify all persons, firms and corporations having claims against said Estate to exhibit them to the undersigned on or before the October 16, 2023 or this Notice will be pleaded in bar of their recovery. All persons indebted to said Estate, please make immediate payment to the undersigned.  
This 14th day of July, 2023  
Neil Levine, Executor  
Estate of Sidney Levine  
PO Box 51579, Durham, NC 27717  
Candace B. Minjares, Attorney  
Kennon Craver, PLLC, 4011 University Drive, Suite 300  
Durham, North Carolina 27707  
7/14, 7/21, 7/28, and 8/4/2023  
JPL0131070  
Jul 14, 21, 28, Aug 4 2023

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### REQUEST FOR PROPOSALS:

State of North Carolina wishes to acquire by lease approximately 124,849 net square feet of office space within five miles of 325 N. Salisbury Street, Raleigh NC. Lease term will be 3-5 years with renewal options desired. Possession date of December 1, 2023, or as soon thereafter as possible. Cut-off time for proposals is 4:00 PM, July 25, 2023, via NC-eVP. For specifications, proposal forms and additional information contact:

Mark Tyler  
NC Department of Insurance  
1201 Mail Service Center  
Raleigh, NC 27699-1201  
(919) 807-6007  
Mark.Tyler@ncdoi.gov  
Or: State Property Office website at:  
<https://ncadmin.nc.gov/divisions/state-property>  
>View Request for Lease Proposals  
State of North Carolina eProcurement electronic Vendor Portal (eVP) System at:  
<https://evp.nc.gov/>  
>Browse Solicitations  
>Filters: Department  
>STATE OF NC – PROPERTY OFFICE  
JPL0131411  
Jul 16-21 2023

### The Durham City Council will hold in-person and virtual public hearings on August 7, 2023, at a meeting starting at 7 p.m. to hear the following requests: Annexations

**631 & 633 Clayton Road (BDG2200016)** contiguous voluntary annexation of 2 parcels of land totaling 7.706 acres located at 631 and 633 Clayton Rd.

**Crossing Fletcher (BDG2200020)** contiguous voluntary annexation of one parcel of land totaling 9.47 acres located at 707 South Mineral Springs Rd.

**Zoning Changes 631 & 633 Clayton Road (Z22000022)** change Residential Suburban-20 (RS-20), Falls/Jordan District B (F/J-B), County jurisdiction to Residential Suburban Multifamily with a development plan (RS-M(D)), Falls/Jordan District B (F/J-B), City jurisdiction located at 631 and 633 Clayton Rd.

**Fletcher Crossing (Z22000035)** change Residential Suburban-20 (RS-20) and Residential Rural (RR), Falls/Jordan District B (F/J-B), County jurisdiction to Planned Development Residential 8,347 (PDR 8,347), Falls/Jordan District B (F/J-B), City jurisdiction located at 707 South Mineral Springs Rd.

**Brightleaf North (Z22000033)** change Commercial General with a development plan (CG(D)), Falls/Jordan District B (F/J-B) to Commercial Neighborhood with a development plan (CN(D)), Falls/Jordan District B (F/J-B) located at 548 and 2040 Copper Leaf Parkway and 2021 US 70 Hwy East.

**Fairhaven Walk (Z22000044)** change Residential Suburban-8 (RS-8) and Residential Suburban-20 (RS-20), Falls/Jordan District B (F/J-B) to Planned Development Residential 23,445 (PDR 23,445), Falls/Jordan District B (F/J-B) located at 313 Old Oxford Rd.

**602 North Hoover Road (Z22000045)** change Residential Suburban-20 (RS-20), Falls/Jordan District B (F/J-B) to Industrial Light with a textual development plan (IL(D)), Falls/Jordan District B (F/J-B) located at 602 North Hoover Rd.

Changes to the proposed actions may be made following the public hearing for each case. For information, contact **Growth@DurhamNC.gov** or at 919-560-4137. This meeting will be held in person in the City Council Chambers, 1st Floor, 101 City Hall Plaza and online using the Zoom virtual meeting platform.  
JPL0131029  
Jul 21, 28 2023

### Public Notice

The public will take notice that the Wendell Town Board of Commissioners has scheduled a public hearing on Monday July 24, 2023 at 7:00 PM in the Wendell Town Hall. Please see the Town website [www.townofwendell.com](http://www.townofwendell.com) for details.

The purpose of the public hearing is to consider a Development Agreement between Oppidan, Inc. a Minnesota corporation, and the Town of Wendell, North Carolina, a municipal corporation of the State of North Carolina. Citizens may speak and may obtain additional information from the Town of Wendell Zoning Administrator, Town Hall, Wendell, North Carolina 27591.

Mary Beth Tew, Town Clerk  
JPL0131176  
Jul 14, 21 2023

### NOTICE TO CREDITORS

ALL PERSONS, firms and corporations having claims against John Allan Acton, deceased, of Wake County, N.C., are notified to exhibit the same to the undersigned on or before (October 18, 2023), or this notice will be pleaded in bar of recovery. Debtors of the decedent are asked to make immediate payment. This July 14, 2023. Anita M. Acton  
3200 Millstream Place, Raleigh, N.C. 27609  
JPL0131209  
Jul 14, 21, 28, Aug 4 2023

### NOTICE TO CREDITORS

ALL PERSONS, firms and corporations having claims against Linda Lou Miles Barnes, deceased, of Wake County, N.C., are notified to exhibit the same to the undersigned on or before (10/16/2023), or this notice will be pleaded in bar of recovery. Debtors of the decedent are asked to make immediate payment. This July 14, 2023. Dawn Marie Graham  
5745 Stone Crystal Drive Fuquay Varina, NC 27526  
JPL0131233  
Jul 14, 21, 28, Aug 4 2023

### NOTICE TO CREDITORS

ALL PERSONS, firms and corporations having claims against Roger Stephen Goodbar a/k/a Steve Goodbar, deceased, of Durham County, N.C., are notified to exhibit the same to the undersigned on or before (10/14/2023), or this notice will be pleaded in bar of recovery. Debtors of the decedent are asked to make immediate payment. This July 14, 2023. Teresa Sanders Goodbar, Executor, 4204 Tyne Dr, Durham, NC 27703  
c/o Hopler, Wilms & Hanna, PLLC, 2314 S. Miami Blvd, Ste 151, Durham, NC 27703  
JPL0131337  
Jul 14, 21, 28, Aug 4 2023

### NOTICE TO CREDITORS

ALL PERSONS, firms and corporations having claims against John Frederick Snyder, deceased, of Durham County, N.C., are notified to exhibit the same to the undersigned on or before (10/23/2023), or this notice will be pleaded in bar of recovery. Debtors of the decedent are asked to make immediate payment. This July 21, 2023. Joseph E. Snyder  
1500 Mayruth Drive, Apt 2, Durham, NC 27713  
JPL0131395  
Jul 21, 28, Aug 4, 11 2023

### Public Notice

Notice is hereby given that a public meeting will be held before the Planning Board of the Town of Smithfield, N.C., on Thursday, August 3, 2023 at 6:00 PM., in the Town Hall Council Chambers located at 350 East Market Street to consider the following request:  
CZ-23-01 Buffalo Road: The applicant is requesting to rezone a 138.63-acre tract of land from the R-20A (Residential-Agricultural) zoning district to the R-8 CZ zoning district with a master plan consisting of 217 single-family residential lots. The property considered for rezoning is located on the east side of Buffalo Road, approximately 300 south of its intersection with Holland Drive and further identified as Johnston County Tax ID# 14A03005.

All interested persons are encouraged to attend. To accommodate disabilities and to comply with ADA regulations, please contact the town office if you need assistance. Further inquiries regarding this matter may be directed to the Smithfield Planning Department at (919) 934-2116 or online at [www.smithfield-nc.com](http://www.smithfield-nc.com).  
JPL0132238  
Jul 21, 28 2023

### PUBLIC NOTICE REQUEST FOR PROPOSALS FROM SUBCONTRACTORS, VENDORS AND SUPPLIERS

BC Construction Group, Inc. (Design/Builder) is soliciting subcontractor bids for the new Youngsville High School Academy in Youngsville, North Carolina. The facility is located on approximately 13.5 acres, the building will be a 2-story, 36,500 SF facility consisting of classroom, gymnasium, locker rooms and administration space. The following trades are required: Tree clearing, Earthwork, Sanitary Sewer, Water Distribution and Storm Sewer, Asphalt Paving, Site Concrete, Fencing, Landscaping and Irrigation, Foundations, Building Flatwork, Tilt-up Concrete walls, Structural and Miscellaneous Steel, Millwork, Waterproofing, Sealants and Caulking, TPO Roof System, Flashings and Sheet metal, H.M. Doors and Frames, Wood Doors, Door Hardware, Glass and Glazing, Mirrors, Metal Studs and Drywall, Acoustical Ceilings/ Acoustical Panels, Ceramic Wall Tile and Base, Carpeting, Epoxy Flooring and Base, Sealed Concrete, Exterior and Interior Painting, Exterior Canopies, Toilet Partitions and Toilet Accessories, Fire Extinguishers, Basketball Equipment, Scoreboards, Bleachers, Gym Equipment, Exterior and Interior Signage, Fire Protection, Plumbing, HVAC, Electrical, Site Electrical, and Fire Alarm.

Bids will be submitted no later than 2PM on August 21, 2023. Late Bids will not be opened and returned Subcontractors, Vendors and suppliers interested in obtaining bid documents can contact BC Construction Group at [Proposals@bccgp.com](mailto:Proposals@bccgp.com) with the subject Title Youngsville Academy High School Bids and a link to access the plans and specifications will be provided. Please include your Trade interested in bidding, Company Name, address, contact information, phone number and email address in the email.

BC Construction Group, Inc. is an Equal Opportunity Employer.  
JPL0132256  
Jul 21, 30 2023

### NOTICE TO CREDITORS

ALL PERSONS, firms and corporations having claims against **Leroy Edmond Dorn**, deceased, of Wake County, N.C., File No. 23E004081-910, are notified to exhibit the same to the undersigned on or before October 25, 2023, or this notice will be pleaded in bar of recovery. Debtors of the Decedent are asked to make immediate payment.

This the 21st day of July, 2023.

Kenneth J. Dorn, Administrator  
c/o Doug McClanahan, Esq.  
Hilton, Silvers & McClanahan, PLLC  
7320 Six Forks Road, Suite 100  
Raleigh, NC 27615  
JPL0132387  
Jul 21, 28, Aug 4, 11 2023

## Animals

### Dogs



### Yorkie Babbies

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## Legals

### Personal Representative's Notice

All persons, firms and corporations having claims against Hugh Lloyd Stone, III, deceased, of Wake County, North Carolina are notified to present their claims to the below-named Personal Representative on or before September 25, 2023 or this Notice will be pleaded in bar of recovery. Debtors of decedent are requested to make immediate payment.

This the 23rd day of June 2023.

Kim C. Stone, Administrator CTA  
Estate of Hugh Lloyd Stone, III  
2821 N. Orlando Ave.  
Tucson, AZ 85712  
IPL0127899  
Jun 23,30,Jul 7,14 2023

### NOTICE TO CREDITORS

ALL PERSONS, firms and corporations having claims against Carol Hart, deceased, of Durham County, NC, are notified to exhibit the same to the undersigned on or before September 25th, 2023 or this notice will be pleaded in bar of recovery. Debtors of the decedent are asked to make immediate payment. This 23rd day of June, 2023.

John Wilkerson, Executor  
Estate of Carol Hart, Deceased  
115 Ashley Brook Ct  
Cary, NC 27513  
IPL0128029  
Jun 23,30,Jul 7,14 2023

### NOTICE TO CREDITORS

The Undersigned, having qualified on the 2nd day of June, 2023, as the Executor of the ESTATE OF GUY PAUL DEROSA, deceased, of Durham County, North Carolina, File No. 23-E-733, does hereby notify all persons, firms and corporations having claims against said Estate to exhibit them to the undersigned on or before the 8th day of September, 2023, or this Notice will be pleaded in bar of recovery of such claims. All persons indebted to said Estate are requested to make immediate payment to the undersigned. This the 7th day of June, 2023

MaryAnn DeRosa  
ESTATE OF GUY PAUL DEROSA  
c/o Ethan C. Timmins, Attorney  
Patrick Law, PLLC  
3805 University Drive, Suite A  
Durham, North Carolina 27707  
IPL0126391  
Jun 9,16,23,30 2023

### Research Triangle High School IEDA Part B

The Individuals with Disabilities Education Act (IDEA-Part B, Public Law 108.446) Project is presently being amended. The Project describes the special education programs that Research Triangle High School proposes for Federal funding for the 2023-2024 School Year. Interested persons are encouraged to review amendments to the Project and make comments concerning the implementation of special education under this Federal Program. All comments will be considered prior to submission of the amended Project to the North Carolina Department of Public Instruction in Raleigh, North Carolina. The IDEA-Part B Project is open to the public for review and comments during the week of June 26-30, 2023 in the office of Shelley Jones Director of E C Programs located at 3106 E NC Hwy 54 Durham NC 27709. Please note that last year's budget is being used as the current planning allotments are not yet available.

IPL0128162  
Jun 23,26-30 2023

### STATE OF NORTH CAROLINA COUNTY OF DURHAM

In the Matter of the Foreclosure of the Deed of Trust executed by Better Life Group Investment, LLC, Grantor, to McCall Law Firm, Original Trustee, as recorded in Book 9821, Page 783 of the Durham County Public Registry.

See Substitution of Trustee which Substitutes Louis E. Wooten, III as Substitute Trustee in the place and stead of Original Trustee, as recorded in Book 9886, Page 732 of the Durham County Public Registry.

### NOTICE OF SUBSTITUTE TRUSTEE'S FORECLOSURE SALE OF REAL AND PERSONAL PROPERTY AND SECURITY INTEREST

DATE OF SALE: July 5, 2023  
TIME OF SALE: 11:00 a.m.  
PLACE OF SALE: Durham County Courthouse  
510 South Dillard Street  
Durham NC 27701

Pursuant to the power and authority contained in the Deed of Trust from Better Life Group Investment, LLC, to McCall Law Firm (the "Original Trustee") for the benefit of RFLF 7, LLC recorded in Book 9821, Page 783 of the Durham County Public Registry (the "Deed of Trust"), the undersigned Substitute Trustee will sell at public auction, to the highest bidder for cash, the real property described in the Deed of Trust as follows:

Being all of New Lot 8, Block I, Stokesdale, as the same is duly shown on the plat entitled "Recombination Map 603 & 605 Dupree Street Lot 7 & Lot 8 Stokesdale" and recorded in Plat Book 192, Page 171, Durham County Registry.

Parcel ID: 117328  
Tax/Map ID: 0821-90-97-4830  
Property Address: 605 Dupree Street, Durham, NC 27801-5921

together with all rights, privileges and appurtenances thereto (the "Real Property"), and the personal property described in the Deed of Trust (the "Personal Property") and together with the Real Property, the "Property") described as follows:

All of the right, title and interest of the Debtor in and to all tangible and intangible personal property including, but not limited to, water rights (to the extent they may constitute personal property), all equipment, inventory, goods, consumer goods, accounts, chattel paper, instruments, money, general intangibles, letter-of-credit rights, deposit accounts, investment property, documents, minerals, crops, and timber (as those terms are defined in the Uniform Commercial Code) and that are now or at any later time located on, attached to, installed, placed, used on, in connection with, or are required for such attachment, installation, placement, or use in on or about the Real Property, the Land, the Improvements, Fixtures, or on other goods located on the Land or Improvements, together with all additions, accessions, accessories, amendments, modifications to the Land or Improvements, extensions, renewals, and enlargements and proceeds of the Land or Improvements, substitutions for, and income and profits from, the Land or Improvements. The Personal Property includes, but is not limited to, all goods, machinery, tools, equipment (including fire sprinklers and alarm systems); building materials, air conditioning, heating, refrigerating, electronic monitoring, entertainment, recreational, maintenance, extermination of vermin or insects, dust removal, refuse and garbage equipment; vehicle maintenance and repair equipment; office furniture (including tables, chairs, planters, desks, sofas, shelves, lockers, and cabinets); safes, furnishings, appliances (including ice-making machines, refrigerators, fans, water heaters, and incinerators); rugs, carpets, other floor coverings, draperies, drapery rods and brackets, awnings, window shades, venetian blinds, curtains, other window coverings; lamps, chandeliers, other lighting fixtures; office maintenance and other supplies; loan commitments, financing arrangements, bonds, construction contracts, leases, tenants' security deposits, licenses, permits, sales contracts, option contracts, lease contracts, insurance policies, proceeds from policies, plans, specifications, surveys, books, records, funds, bank deposits; and all other intangible personal property. Personally also includes any other portion or items of the Mortgaged Property that constitute personal property under the Uniform Commercial Code. Any capitalized terms used herein not otherwise defined herein shall have the same meaning ascribed to such terms as set forth in the Deed of Trust.

The record owner of the Real Property as reflected by the records of the Register of Deeds of Durham County not more than ten (10) days prior to the posting of this Notice was Better Life Group Investment, LLC. The Property will be sold subject to any and all matters superior to the lien of the Deed of Trust, including without limitation: (a) prior mortgages, deeds of trust, liens and assessments, if any; (b) the lien of unpaid ad valorem taxes; (c) valid and enforceable easements and restrictions of record; and (d) matters which would be revealed by a current and accurate survey of the property.

The Property will be sold "AS IS, WHERE IS." Neither the Substitute Trustee nor the holder of the debt secured by the Deed of Trust, nor their respective officers, directors, attorneys, employees, agents or authorized representatives, make any representation or warranty relating to the title or any physical, environmental, health or safety conditions existing in, on, at or relating to the Property, and any and all responsibilities or liabilities arising out of or in any way relating to any such conditions expressly are disclaimed.

Pursuant to North Carolina General Statutes Section 45-21.10, any successful bidder may be required to deposit with the Substitute Trustee immediately upon conclusion of the sale a cash deposit in an amount not to exceed the greater of five percent (5%) of the amount bid or Seven Hundred Fifty Dollars (\$750.00). Any successful bidder shall be required to tender the full balance of the purchase price so bid in cash or certified check at the time the Substitute Trustee tenders to him a deed for the Property or attempts to tender such deed, and should said successful bidder fail to pay the full balance of the purchase price so bid at that time, he shall remain liable on his bid as provided for in North Carolina General Statutes Sections 45-21.30(d) and (e). In addition to the purchase price so bid any successful bidder will also be responsible for payment of revenue stamps and other costs of closing the sale, including fees and costs of the Substitute Trustee incurred after the date of sale.

The sale will be held open for ten (10) days for upset bids as by law required.

This the 6th day of June, 2023.  
Louis E. Wooten, III, Substitute Trustee  
Nicholls & Crampton, P.A.,  
3700 Glenwood Avenue, Suite 500  
Raleigh, North Carolina 27612  
Telephone: (919) 781-1131  
IPL0127782  
Jun 23,30 2023

### NOTICE TO CREDITORS

ALL PERSONS, firms and corporations having claims against Rachel Regina Onike Gooding, deceased, of Wake County, N.C., are notified to exhibit the same to the undersigned on or before (9/11/2023), or this notice will be pleaded in bar of recovery. Debtors of the decedent are asked to make immediate payment. This June 9, 2023.

Jeffrey Gooding  
4414 Karlbrook Ln Raleigh, NC 27616  
IPL0126272  
Jun 9,16,23,30 2023

### NOTICE TO CREDITORS

ALL PERSONS, firms and corporations having claims against Charles Linwood Rudder, deceased, of Wake County, N.C., are notified to exhibit the same to the undersigned on or before (9/11/2023), or this notice will be pleaded in bar of recovery. Debtors of the decedent are asked to make immediate payment. This June 9, 2023.

Charles Linwood Rudder Jr  
6717 Brookhollow Drive Raleigh, NC 27615  
IPL0126286  
Jun 9,16,23,30 2023

### NOTICE TO CREDITORS

ALL PERSONS, firms and corporations having claims against M. Craig West, deceased, of Wake County, N.C., are notified to exhibit the same to the undersigned on or before (September 11, 2023), or this notice will be pleaded in bar of recovery. Debtors of the decedent are asked to make immediate payment. This June 9, 2023.

Leslee Glenn West  
c/o Stephen A. Dunn, Emanuel & Dunn, PO Box 426, Raleigh NC 27602  
IPL0126152  
Jun 9,16,23,30 2023

### NOTICE OF INTENTION TO RELOCATE CEMETERY

Notice is given to persons having relatives or friends buried in a small cemetery off the south end of Woodfield Dead End Road of intention to disinter and reinter decedents in the Holly Springs Cemetery in Holly Springs, NC. Marked graves for Paschal Burt (d.1859) and Maria Royster (d.1908) are located in an overgrown parcel on the west side of the road. Friends or relatives of those interred in the cemetery or wishing to comment on the proposed move may provide notice to: H. Maternes, New South Associates, Inc., 6150 East Ponce de Leon Avenue, Stone Mountain, GA, 30083.

IPL0129376  
Jun 30,Jul 7,14,21 2023

North Carolina, Wake County File No. 23CV006372-910 In the General Court of Justice, District Court Division Derek Kirby , Plaintiff, vs. Ana Kirby , Defendant. Notice of Service of Process by Publication. To: Ana Kirby Take Note: That a pleading seeking relief against you has been filed in the General Court of Justice, District Court Division, by the plaintiff herein, the nature of which is as follows: Absolute divorce based upon one year's separation. You are required by law to make defense to such pleading within forty (40) days from the date of the first publication of this Notice. If you fail to do so, the plaintiff will seek the relief sought herein.

Thi sthe June 15, 2023  
Signed: Derek Kirby  
IPL0127462  
Jun 16,23,30 2023

### NOTICE TO CREDITORS

ALL PERSONS, firms and corporations having claims against Emma Parker Harper, deceased, of Durham County, N.C., are notified to exhibit the same to the undersigned on or before (9/18/2023), or this notice will be pleaded in bar of recovery. Debtors of the decedent are asked to make immediate payment. This June 16, 2023.

Erika Amanda Dunnon  
57 Retreat Dr. Apt. 203  
IPL0127322  
Jun 16,23,30,Jul 7 2023

### NOTICE TO CREDITORS

ALL PERSONS, firms and corporations having claims against Glenn Allen Davis, deceased, of Wake County, N.C., are notified to exhibit the same to the undersigned on or before (9/18/2023), or this notice will be pleaded in bar of recovery. Debtors of the decedent are asked to make immediate payment. This June 16, 2023.

Daniel H. Davis  
PO Box 40542 Fayetteville, NC 28309-0542  
IPL0127441  
Jun 16,23,30,Jul 7 2023

### NOTICE TO CREDITORS

ALL PERSONS, firms and corporations having claims against George Bryon Bright, deceased, of Wake County, N.C., are notified to exhibit the same to the undersigned on or before (3 months and 2 days from 1st date of publication), or this notice will be pleaded in bar of recovery. Debtors of the decedent are asked to make immediate payment. This June 21, 2023.

Susan B. Hunt  
Mike Casterlow, Attorney-at-Law, The Elderlaw Firm 403 W. Fisher Ave, Greensboro, NC 27401  
IPL0128183  
Jun 23,30,Jul 7,14 2023

### NOTICE TO CREDITORS

ALL PERSONS, firms and corporations having claims against Vita Lynn Jones, deceased, of Durham County, N.C., are notified to exhibit the same to the undersigned on or before (3 months and 2 days from 1st date of publication), or this notice will be pleaded in bar of recovery. Debtors of the decedent are asked to make immediate payment. This June 23, 2023.

Milledge West, Exec.  
C/O Higgins, Frankstone, Graves & Morris, PA  
1414 Raleigh Road, Suite 203  
Chapel Hill, NC 27517  
IPL0128248  
Jun 23,30,Jul 7,14 2023

### NOTICE TO CREDITORS

All persons, firms and corporations having claims against the Estate of RONNIE R. LASSITER, Deceased, of Johnston County, N.C., are notified to present the same to the Personal Representative listed below on or before September 30, 2023, or this Notice will be pleaded in bar of recovery. All debtors of the said Estate are asked to make immediate payment. This 30th day of June, 2023.

TAMMY LASSITER ADAMS and STANTON RUSSELL LASSITER Co-Executors  
c/o GREGORY T. PEACOCK Ward and Smith, PA.  
Attorneys at Law  
Post Office Box 33009  
Raleigh, NC 27636-3009  
IPL0129361  
Jun 30,Jul 7,14,21 2023

### NOTICE TO CREDITORS

ALL PERSONS, firms and corporations having claims against JACQUELINE B. PIKE SMITH (a/k/a JACQUELINE PIKE SMITH), deceased, of Wake County, N.C., are notified to exhibit the same to the undersigned on or before (September 30, 2023), or this notice will be pleaded in bar of recovery. Debtors of the decedent are asked to make immediate payment. This June 30, 2023.

Walter Sage Smith, Executor  
c/o John R. Cella, Jr., Ragsdale Liggett PLLC, 2840 Plaza Place, Suite 400, Raleigh, NC 27612  
IPL0129742  
Jun 30,Jul 7,14,21 2023

### NOTICE TO CREDITORS

ALL PERSONS, firms and corporations having claims against James L. Bennett, Jr., deceased, of Durham County, N.C., are notified to exhibit the same to the undersigned on or before (9/30/2023), or this notice will be pleaded in bar of recovery. Debtors of the decedent are asked to make immediate payment. This June 30, 2023.

Jay Brett Bennett, Executor  
C/o Manning Fulton & Skinner, PA.  
PO. Box 20389  
Raleigh NC 27619-0389  
IPL0128586  
Jun 30,Jul 7,14,21 2023

### NOTICE TO CREDITORS

ALL PERSONS, firms and corporations having claims against the ESTATE OF MARY WRIGHT EASLEY, deceased, of Wake County, N.C., are notified to exhibit the same to the undersigned on or before (3 months and 2 days from 1st date of publication), or this notice will be pleaded in bar of recovery. Debtors of the decedent are asked to make immediate payment. This June 7, 2023.

WILLIAM DANIEL EASLEY, III  
P O BOX 758, OAK ISLAND, NC 28465  
IPL0126231  
Jun 9,16,23,30 2023

### NOTICE TO CREDITORS

ALL PERSONS, firms and corporations having claims against Mildred Green, deceased, of Wake County, N.C., are notified to exhibit the same to the undersigned on or before (10-2-2023), or this notice will be pleaded in bar of recovery. Debtors of the decedent are asked to make immediate payment. This June 30, 2023.

Maria Green  
5016 Fort Sumter Rd # k Raleigh North Carolina 27606  
IPL0129741  
Jun 30,Jul 7,14,21 2023

### NOTICE TO CREDITORS

ALL PERSONS, firms and corporations having claims against Devin Keith Russell, deceased, of Wake County, N.C., are notified to exhibit the same to the undersigned on or before (9/25/2023), or this notice will be pleaded in bar of recovery. Debtors of the decedent are asked to make immediate payment. This June 23, 2023.

Ashley Clark  
309 Scotts Ridge Trl Apex NC 27502  
IPL0128182  
Jun 23,30,Jul 7,14 2023

### NOTICE TO CREDITORS

ALL PERSONS, firms and corporations having claims against Eleanor Vann Payne, deceased of Wake Coounty, NC on 3/8/23 are notified to exhibit the same to the undersigned on or before 10/1/23, or this notice will be pleaded in bar of recovery. Debtors of the decedent are asked to make immediate payment. This June 28, 2023.

William S. Payne, Executor  
3725 Grandbridge Drive  
Apex, NC 27539  
IPL0129561  
Jun 30,Jul 7,14,21 2023

North Carolina, Durham County File No. 23CVD557 In the General Court of Justice, District Court Division KeyonTae Brihm, Plaintiff, vs. Charles E Austin, Defendant. Notice of Service of Process by Publication. To: Charles E Austin Take Note: That a pleading seeking relief against you has been filed in the General Court of Justice, District Court Division, by the plaintiff herein, the nature of which is as follows: Absolute divorce based upon one year's separation. You are required by law to make defense to such pleading within forty (40) days from the date of the first publication of this Notice. If you fail to do so, the plaintiff will seek the relief sought herein.

Thi sthe June 28, 2023  
Signed: KeyonTae Brihm  
IPL0129647  
Jun 30,Jul 7,14 2023

### ADVERTISEMENT FOR BIDS

Sealed proposals will be received until **2:00pm on August 3, 2023** at Giles F. Horney Building, 103 Airport Drive, Chapel Hill, NC 27599 in a designated lock box in the front lobby for the construction of

*Various structural, waterproofing, and operational repairs to existing parking decks around the University of North Carolina at Chapel Hill campus. Repairs include structural concrete and masonry repairs (spalls, delaminations, cracks), double tee flange repairs, stair riser replacement, vehicle barrier repairs, closure joint repairs, retaining wall repairs, joint sealant replacement, expansion joint replacement, silane sealer installation, traffic coating installation, bollard repairs, signage installation, removing tripping hazards, and stair railing replacement*

known as Campus Wide Parking Repairs (SCO ID# 19-23071-02B)

at which time and place bids will be opened and read in the Magnolia Conference Room 100A.

Complete plans and specifications for this project can be obtained from:

Kimley-Horn and Associates, Inc.  
421 Fayetteville Street, Suite 600  
Raleigh, NC 27601  
919-677-2000

during normal office hours after **June 30, 2023** with a plan deposit of three hundred fifty dollars (\$350) in cash or certified check or download digitally at no cost

The state reserves the unqualified right to reject any and all proposals.

Signed: Daniel Widis  
UNC Facilities Planning and Design  
IPL0129720  
Jun 30 2023

### NOTICE TO CREDITORS

ALL PERSONS, firms and corporations having claims against David Allen White, deceased, of Wake County, N.C., are notified to exhibit the same to the undersigned on or before (10/2/2023), or this notice will be pleaded in bar of recovery. Debtors of the decedent are asked to make immediate payment. This June 30, 2023.

Allen David White  
15 Craven Ct. Youngsville NC 27596  
IPL0128996  
Jun 30,Jul 7,14,21 2023

### NOTICE TO CREDITORS

ALL PERSONS, firms and corporations having claims against Marlowe K Earl, deceased, of Wake County, N.C., are notified to exhibit the same to the undersigned on or before (10/2/2023), or this notice will be pleaded in bar of recovery. Debtors of the decedent are asked to make immediate payment. This June 30, 2023.

Carol Davila  
302 Bond Lake Dr Cary NC 27513  
IPL0129014  
Jun 30,Jul 7,14,21 2023

### NOTICE TO CREDITORS

ALL PERSONS, firms and corporations having claims against Georgianna Evans, deceased, of Wake County, N.C., are notified to exhibit the same to the undersigned on or before (10/2/2023), or this notice will be pleaded in bar of recovery. Debtors of the decedent are asked to make immediate payment. This June 30, 2023.

Zorra Evans  
4424 Reamy Drive Suitland, MD 20746  
IPL0129749  
Jun 30,Jul 7,14,21 2023

### NOTICE TO CREDITORS

ALL PERSONS, firms and corporations having claims against ESTATE OF SUSAN L. MARTIN A/K/A SUSAN LEIGH MARTIN, deceased, of Durham County, N.C., are notified to exhibit the same to the undersigned on or before (9/30/2023), or this notice will be pleaded in bar of recovery. Debtors of the decedent are asked to make immediate payment. This June 30, 2023.

THOMAS GREGORY MARTIN  
c/o Lisa M. Rothman at McGuire, Wood & Bissette, P.A., PO Box 3180, Asheville, NC 28802  
IPL0129335  
Jun 30,Jul 7,14,21 2023

### NOTICE TO CREDITORS

ALL PERSONS, firms and corporations having claims against WILLIE LEE HILL, SR., deceased, of DURHAM County, N.C., are notified to exhibit the same to the undersigned on or before (9/18/2023), or this notice will be pleaded in bar of recovery. Debtors of the decedent are asked to make immediate payment. This June 16, 2023.

Patricia A. Hill  
c/o Cain Law, PLLC, 124 St. Mary's Street, Raleigh, NC 27605  
IPL0127062  
Jun 16,23,30,Jul 7 2023

### Notice of legislative hearing on July 6, 2023.

A legislative (public) hearing on a Land Development Ordinance (LDO) text amendment will be held on July 6, 2023 at or after 7:00 p.m. at Rolesville Town Hall, 502 Southtown Circle, Rolesville, NC.

The proposed text amendment for case **TA 23-04** is requested by Omar EL-Kaissi, found in LDO Section 11.7. Definitions, and affects the definition for Main Street Corridor.

IPL0127896  
Jun 23,30 2023

### NOTICE TO CREDITORS

ALL PERSONS, firms and corporations having claims against Jeanette Baggett Davis, deceased, of Durham County, N.C., are notified to exhibit the same to the undersigned on or before (09/18/2023), or this notice will be pleaded in bar of recovery. Debtors of the decedent are asked to make immediate payment. This June 16, 2023.

Janet D. Rizzo, Executrix  
c/o McPherson Rocamora 3211 Shannon Rd., Suite 400, Durham, NC 27707  
IPL0127298  
Jun 16,23,30,Jul 7 2023

### NOTICE TO CREDITORS

ALL PERSONS, firms and corporations having claims against Malcolm L. Sarna, deceased, of Wake County, N.C., are notified to exhibit the same to the undersigned on or before (10/2/2023), or this notice will be pleaded in bar of recovery. Debtors of the decedent are asked to make immediate payment. This June 30, 2023.

Stacey S. Arney  
716 Shoals Lake Drive, Fuquay Varina, NC 27526  
IPL0129408  
Jun 30,Jul 7,14,21 2023

### NOTICE TO CREDITORS

ALL PERSONS, firms and corporations having claims against Ziyad Mohammad Asfari, deceased, of Wake County, N.C., are notified to exhibit the same to the undersigned on or before (9/11/2023), or this notice will be pleaded in bar of recovery. Debtors of the decedent are asked to make immediate payment. This June 9, 2023.

Sherry A. Asfari  
9036 Tenderfoot Trail, Raleigh, NC 27615  
IPL0125434  
Jun 9,16,23,30 2023

### NOTICE TO CREDITORS

ALL PERSONS, firms and corporations having claims against Tract Ray Cherry, deceased, of Durham County, N.C., are notified to exhibit the same to the undersigned on or before (October 11, 2023), or this notice will be pleaded in bar of recovery. Debtors of the decedent are asked to make immediate payment. This June 9, 2023.

Nikeya Raychelle Thompson  
c/o O. M. Wilson, PLLC, 811 Ninth St., Ste. 120-123, Durham, NC 27705  
IPL0126254  
Jun 9,16,23,30 2023

## Announcements

### Clubs & Organizations

Request/Looking for Building, office building or land for Ministry. Tax write off, Tax ID available. Franklin or Wake Co. Outreach to see souls saved! www.breathoflife3dministry.com 919-904-3960. Also need flatbed truck, or stage for crusades. God Bless!

## Animals

### Dogs

**Miniature Airedoodle Puppies**  
Miniature Airedoodles Miniature Airedoodle puppies. Ready for new home. \$400.00. Super Friendly!!  
336-407-7357

Jack Russells small, smooth coat, various ages Karenvick@ecps.us



### AKC Registered Shihtzu Puppies

2 Shihtzu puppies ready for their forever homes! Both Males. AKC Registered. Priced from \$1,500 to \$1,700. They are energetic and affectionate and would make a great addition to your family! Located in Rice, Virginia. For more info text: 434-414-1550 Hillfamilyshihtzu.com

Reg Scottish Terrier pups 795  
910-231-9759

### AKC LABS

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### Yorkiepool Puppies

Home raised, very sweet, UTD, vet checked, health guarantee. \$650  
Call or text 978-846-9449

# puppies!



### NKC American Bulldog Puppies \$1500

American Bulldog Puppies Born 5/5/23 Puppies will be ready on 6/30. Both parents on site. Please call 910-723-3868 for more information. Serious Inquires Only

**Beautiful AKC Dobermans**  
8 Blk/1 Red. Wormed, 1st shots, tails-docked. \$875 Tel.# 910-770-3175



**Enclosure 6 to Cemetery Relocation Application**  
**Descendant and Interested Party Notifications**

## **Enclosure 6 to Cemetery Relocation Application**

### **Descendant Notification**

Based on genealogical information developed and presented in Enclosure 5 known descendants of Pascal Burt or Maria Burt Royster were notified of the intended relocation. Living descendants were tracked down using publicly available digital records and a notification letter was forwarded to them. An example copy of the notification letter is provided as Attachment 1. A mailing list of descendants is presented in Attachment 2.

No known direct descendants of Paschal Burt or Maria Burt Royster are known to be living in Wake County or surrounding counties. There are a number of descendants of Paschal Burt's kinfolk and at the suggestion of the Town of Holly Springs Attorney, Mr. John Schifano, efforts were made to notify these individuals. Digital public records were examined and individuals with the Burt surname were sent a copy of the notification letter provided in Attachment 3. A mailing list of descendants of people potentially affiliated with the Burt family, which may include aunts, uncles, cousins, (all several times removed), descendants of enslaved and free persons affiliated with the Burt plantations is presented in Attachment 4.

Genealogists interested in Paschal Burt and Maria Burt Royster were contacted to pool genealogical resources and to help identify living descendants. Private family tree holders in Ancestry.com were contacted, however no response was ever received.

Private family tree holders:

[pbiever13](#)

[judithharrelson53](#)

Contact Message:

We are currently looking to contact living descendants from the marriage of Paschal Battle Burt (about 1801-1859) and Maria (Johnston) Burt Royster (about 1827-1908), both of Wake County, North Carolina. Paschal married Maria on August 2, 1853 in Orange County, North Carolina. The union produced three children, Charles Johnston Burt (1854-1925), William Thomas Burt (about 1856-1916), and Maria (Passie) Burt Richardson (1860-1927). We have tracked forward several generations and hope to ensure that we have found everybody. If you know of living descendants or can direct us to someone who does, we would like to make contact. I can be reached by email at [mmatternes@newsouthassoc.com](mailto:mmatternes@newsouthassoc.com).

Any help would be greatly appreciated!

Sincerely,

Hugh B. Matternes, PhD, Principal Investigator  
New South Associates, Inc,  
Stone Mountain, Georgia



## Attachment 1. Sample Descendant Notification Letter

DATE

Descendant Name

Descendant Address

Dear \_\_\_\_\_;

Genealogical research sponsored by New South Associates (NSA), in conjunction with McDonald York, has identified you as a descendant or relation of Paschal Burt (d. 1859) or his second wife, Maria Burt Royster (1826-1908). These decedents are the only people positively identified in a small family cemetery off Woodfield Dead End Road near the Town of Holly Springs in Wake County, North Carolina. The cemetery is no longer cared for and located in an abandoned pine forest. There are no roads or paths to the cemetery. NSA and McDonald York are seeking permission from the Town of Holly Springs Board of Commissioners to relocate the cemetery to Holly Springs Cemetery where it will receive perpetual care and allow for development on the current site.

Mr. Burt and Mrs. Royster are interred in a small plot referred to as the Burt Royster Cemetery. It is located within Holly Springs town limits, approximately 3.25 miles northwest of City Hall. Historical and non-invasive archeological examinations of the property have identified the cemetery as a nineteenth- to early twentieth-century burial ground. A non-invasive archaeological survey conducted in 2022 identified markers indicating the location of Mr. Burt and Mrs. Royster's graves. No other graves have been identified at or around the cemetery.

NSA and McDonald York propose to have the remains moved to the Holly Springs Cemetery, an actively maintained facility owned by the Town of Holly Springs. The Holly Springs Cemetery is located about three miles southeast of the current interment area. Relocation will be conducted by a professional cultural resource management firm under the supervision of trained mortuary recovery archaeologists. All artifact and human remains will be carefully recovered by a team of qualified archaeologists and transferred in a caring and dignified manner. The contents of the graves will be examined to confirm identities and to provide ideas about their health and lifestyles. The grounds around these gravesites will be examined to determine if any unmarked unidentified gravesites are present. None of these remains or associated artifacts will be subjected to destructive analyses. All materials recovered from the cemetery will then be reinterred.

As a descendant, you have a say in the matter. Permission to relocate the cemetery is covered under North Carolina General Statutes Chapter 65 Article 12, Part 4 [NCGS 65-106] and the application will be reviewed by the Town of Holly Springs Board of Commissioners. A Board of Commissioners meeting will be scheduled

**GEORGIA**  
HEADQUARTERS  
6150 East Ponce de Leon Ave.  
Stone Mountain, GA 30083  
770-498-4155

565 North Milledge Ave.  
Athens, GA 30601  
770-498-4155

**SOUTH CAROLINA**  
1819 Hampton St.  
Columbia, SC 29201  
803-771-7083

**NORTH CAROLINA**  
1006 Yanceyville St.  
Greensboro, NC 27405  
336-379-0433

**TENNESSEE**  
1629 Fatherland St.  
Nashville, TN 37206  
615-262-4326

**VIRGINIA**  
3975 University Dr., Suite 120  
Fairfax, VA 22030  
703-219-8301

to review the application in which any interested party may appear and will be provided an opportunity to be heard. The Board of Commissioners will review and decide whether to grant or deny permission to relocate the cemetery. If you have an interest in the disposition of the cemetery's human and artifact remains, or the relocation process, we encourage you to contact Dr. Hugh B. Matternes, New South Associates, Inc. He may be reached at 770-498-4155 ext. 114 or at [Mmatternes@newsouthassoc.com](mailto:Mmatternes@newsouthassoc.com). If there are any descendants of Mr. Burt and Mrs. Royster that you are aware of that we should contact, please let us know.

Sincerely,

NEW SOUTH ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read 'Hugh B. Matternes', with a stylized flourish at the end.

Hugh B. Matternes, PhD, RPA  
Principal Investigator and Senior Mortuary Archaeologist



**Attachment 2. Descendant Notification Mailing List**

**This document contains Private Information and is not for Public Distribution**

**Terrie Evans  
834 Southeast 7th Street  
Pendleton, OR 97801**

**Laurie Red  
888 Perozzi Street  
Ashland, OR 97520**

**Tamara Forth  
41225 Rieth Road  
Pendleton, OR 97801**

**Justin Forth  
1616 East Coeur D Alene Avenue #B  
Post Falls Idaho 83854**

**Address Updated by Descendant's Mother**

**Mack Forth  
834 SE 7th Street  
Pendleton, OR 97801**

**Lakiya Nelson  
1406 S. Lilac Lane  
Liberty Lake Washington 99019**

**Patrick H. Nelson  
626 Park Ave  
Lewiston, ID 83501-4632**

**Michael L. Nelson  
167 Beaverslide Road  
Kamiah, ID 83536**

**Stanley Nelson  
288 Amanita Street  
Eagle, ID 83616  
and  
1146 North Red Leaf Way  
Eagle ID 83616**

**James N. Red  
1115 Broken Hills Drive  
Henderson, NV 89011-3051**

**Teresa R. Johnson  
6030 Riverbanks Road  
Grants Pass, OR 97527**



## Attachment 3. Sample Affiliated Surname Notification Letter

DATE

Affiliate's Name

Affiliate's Address

Dear \_\_\_\_\_;

Genealogical research sponsored by New South Associates (NSA), in conjunction with McDonald York, has identified your ancestors as having historic ties to Paschal Burt (d. 1859) or his second wife, Maria Burt Royster (1826-1908). These decedents are the only people positively identified in a small family cemetery off Woodfield Dead End Road near the Town of Holly Springs in Wake County, North Carolina. The cemetery is no longer cared for and located in an abandoned pine forest. There are no roads or paths to the cemetery. NSA and McDonald York are seeking permission from the Town of Holly Springs Board of Commissioners to relocate the cemetery to Holly Springs Cemetery where it will receive perpetual care and allow for development on the current site.

Mr. Burt and Mrs. Royster are interred in a small plot referred to as the Burt Royster Cemetery. It is located within Holly Springs town limits, approximately 3.25 miles northwest of City Hall. Historical and non-invasive archeological examinations of the property have identified the cemetery as a nineteenth- to early twentieth-century burial ground. A non-invasive archaeological survey conducted in 2022 identified markers indicating the location of Mr. Burt and Mrs. Royster's graves. No other graves have been identified at or around the cemetery.

NSA and McDonald York propose to have the remains moved to the Holly Springs Cemetery, an actively maintained facility owned by the Town of Holly Springs. The Holly Springs Cemetery is located about three miles southeast of the current interment area. Relocation will be conducted by a professional cultural resource management firm under the supervision of trained mortuary recovery archaeologists. All artifact and human remains will be carefully recovered by a team of qualified archaeologists and transferred in a caring and dignified manner. The contents of the graves will be examined to confirm identities and to provide ideas about their health and lifestyles. The grounds around these gravesites will be examined to determine if any unmarked unidentified gravesites are present. None of these remains or associated artifacts will be subjected to destructive analyses. All materials recovered from the cemetery will then be reinterred.

As someone whose ancestors are believed to have had historic ties to Burt and/or Royster, you have a say in the matter. Permission to relocate the cemetery is covered under North Carolina General Statutes Chapter 65 Article 12, Part 4 [NCGS 65-106] and the application will be reviewed by the Town of Holly Springs Board of Commissioners. A Board of Commissioners meeting will be scheduled to review the application in which

**GEORGIA**  
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6150 East Ponce de Leon Ave.  
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770-498-4155

**SOUTH CAROLINA**  
1819 Hampton St.  
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803-771-7083

**NORTH CAROLINA**  
1006 Yanceyville St.  
Greensboro, NC 27405  
336-379-0433

**TENNESSEE**  
1629 Fatherland St.  
Nashville, TN 37206  
615-262-4326

**VIRGINIA**  
3975 University Dr., Suite 120  
Fairfax, VA 22030  
703-219-8301

any interested party may appear and will be provided an opportunity to be heard. The Board of Commissioners will review and decide whether to grant or deny permission to relocate the cemetery. If you have an interest in the disposition of the cemetery's human and artifact remains, or the relocation process, we encourage you to contact Dr. Hugh B. Matternes, New South Associates, Inc. He may be reached at 770-498-4155 ext. 114 or at [Mmatterness@newsouthassoc.com](mailto:Mmatterness@newsouthassoc.com). If there are other people with historic ties to Mr. Burt or Mrs. Royster that you are aware of that we should contact, please let us know.

Sincerely,

NEW SOUTH ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "Hugh B. Matternes". The signature is stylized with a large, prominent "H" and "B" and a long, sweeping flourish at the end.

Hugh B. Matternes, PhD, RPA  
Principal Investigator and Senior Mortuary Archaeologist

#### Attachment 4. Affiliate Notification Mailing List

**This document contains Private Information and is not for Public Distribution**

Burt, Aaron Lee  
P.O. Box 14201  
Raleigh, North Carolina 27620

Burt, Alvenus  
5518 Black Maple Drive  
Raleigh, North Carolina 27616  
919-552-6269

Burt, Andrew Keenan  
214 Guy Road (State Road 1544)  
Angier, North Carolina 27501  
919-225-5104

Burt, Brittany C.  
105 Apple Drupe Way  
Holly Springs, NC 27540

Burt, Bryant S. (Deceased)  
**Burt, Hermelinda Cristina**  
103 Thorncrest Drive  
Apex, North Carolina 27539

Burt, Charles Allend (**Charles E**)  
P.O. Box 786  
Holly Springs, N.C. 27540

Burt, Cynthia Lunsford  
1121 Vine Street  
Holly Springs, North Carolina 27540

Burt, Darius L.  
P.O. Box 112  
Holly Springs, North Carolina 27540  
919-552-6269

Burt, Dennis Andrew  
629 Country Lane  
Holly Springs, North Carolina 27540  
919 557-5011

Burt, Edwin (Edward) Ramsey, III

Rebecca Smith Burt  
Burt, Betty McCloskey  
216 Harvester Drive  
Holly Springs, North Carolina 27540  
919 270-6991  
919-637-8997

Burt, Elmer C. (Deceased)  
**Burt, Rachael D.**  
Carter, Carol A Burt  
6601 Burt Road  
Fuquay Varina, North Carolina 27526  
919 552-2279

Burt, Erica Jermese  
6936 Burkhorn Duncan Road  
Holly Springs, North Carolina 27540  
313-285-5908

Burt, Ethel Mae  
Burt, Sybil Ann  
719 Verdoucq Drive  
Holly Springs 27540

Burt, Fred Wilson (Deceased) and **Shirley Burt**  
6600 Burt Road  
Fuquay Varina, North Carolina 27526  
919 552-4447  
Previously Contacted by Phone (Not interested)  
– Letter forwarded as a cautionary.

Burt, Isabelle C.  
9717 Holly Springs Road  
Apex, North Carolina 27539

Burt, Jacqueline Ann  
801 Eat Maple Lane  
Fuquay Varina, North Carolina 27526

Burt, James  
Burt, Brenda S.  
419 Cherry Street  
Fuquay Varina, North Carolina 27526



Burt, James  
2501 Mount Zion Church Road  
Apex, North Carolina 27539

Burt, James F.  
230 North West Street  
Fuquay Varina, North Carolina 27526

Burt, John  
Burt, Rachael  
Iron Horse Farms  
7709 Buckhorn Duncan Road  
Fuquay Varina, North Carolina 27526  
919 552-3929  
(Fred's Son)

Burt, Larry Donnell  
1313 New Hill Road,  
Holly Springs, North Carolina 27540

Burt, Lorine Utley  
127 New Hill Road  
Holly Springs, North Carolina 27540  
919-557-2334

Burt, Marianna  
Burt, Charles T.  
7601 Humie Olive Road  
Apex, N.C. 27502  
919 362-5653

Burt, Marva Lee  
3912 Richardson Street  
Holly Springs, North Carolina 27540  
919 749-8586

Burt, Ora M.  
5193 NC 55 West  
Angier, North Carolina 27501  
919 649-4765

Burt, Patrick M.  
Burt, Maggie  
64 Burts Way  
Franklinton, N.C. 27525

Burt, Polly  
7601 Humie Olive Road  
Apex, N.C. 27502  
919 362-5653

Burt, Robert Lee  
2520 Hip Hop Lane  
Raleigh North Carolina 27610  
919 362-7201

Burt, Rudy  
12009 Holly Springs New Hill Rd  
Apex NC 27539  
919-552-3239

Burt, Tammy R.  
229 Raleigh Street  
Holly Springs 27540  
919 274-7498

Burt, Tiffany S.  
101 Pine Street  
Holly Springs, North Carolina

Burt, Wade L.  
9717 Holly Springs Road  
Apex, North Carolina 27539  
919 345-2453

Burt, Wade Norman  
801 East Maple Lane  
Fuquay Varina, North Carolina 27526

Burt, William Nathaniel  
Fuquay Varina, N.C.

Burt, Virgie M.  
400 Timber Springs Court  
Holly Springs, North Carolina 27540

Dennis, Monique Burt  
3309 Buster Trail  
Fuquay Varina, North Carolina 27526

**Locals – Deceased/No address found**

Burt, Bryan T.  
(May be same as Bryant Burt – Listed above as deceased)

Burt, Charles E. (Deceased)  
7717 Holly Spring Road  
Apex, North Carolina

Burt, Edward Wesley  
Holly Springs  
*No listings found*

Burt, John Frederic  
Burt, Carroll Ann  
Fuquay Varina, North Carolina

Burt, Lorraine (Deceased)  
127 New Hill Road  
Holly Springs, North Carolina

Burt, Louise W. (Deceased)  
Fuquay Varina, North Carolina

Burt, Marlene Judith  
Raleigh, N.C.  
*No listings found*

Burt, Milton (Deceased)  
Burt, Janet R. (Deceased)  
Holly Springs, North Carolina

Burt, Nathaniel (Deceased)  
Fuquay Varina, North Carolina

**Enclosure 7 to Cemetery Relocation Application**

**Relocation Plan for the Burt Royster Cemetery (31WA1629)**

**Enclosure 7 to Cemetery Relocation Application:**  
**Relocation Plan for the Burt Royster Cemetery (31WA1629)**

**Location and Probable Number of Interments**

Current investigations have identified that there are at least two known interments in The Burt Royster Cemetery is a small family plot located within an 87.07-acre parcel (PIN No. 0730511581), approximately 130 feet west of Woodfield Dead End Road and about 0.15-mile south of the intersection of Woodfield Dead End Road and Woods Creek Road. This location places it within the corporate limits of the Town of Holly Springs. The grounds around the cemetery are overgrown and contain many young trees. There are two formal markers within the cemetery memorializing Paschal Burt (1801-1859) and his second wife, Maria Burt Royster (1826-1908). There are four posts, spaced roughly 15 feet apart forming visible corners for the cemetery. Historical research by Reid (2022) and NSA (see Enclosure 4) determined that most if not all of the gravesites for the immediate Burt and Royster family members were located elsewhere. Burt was a known enslaver, but the burial locations of the enslaved are not known. There are no known unmarked gravesites associated with the cemetery.

In accordance with North Carolina General Statutes Chapter 65 Article 12, Part 4 (NCGS 65-106), legal consent from the governing body where the cemetery is located is needed prior to relocation. Since the cemetery is located within the Town of Holly Springs, the Holly Springs Board of Commissioners is the appropriate body for seeking permission. Fieldwork to move the cemetery will not commence until written consent has been awarded. Archeological recovery is divided into four tasks, Site Preparation and Feature Determination, Archaeological Investigation of Cemetery, Reinterment, and Reporting. These are detailed as follows.

**1. Site Preparation and Feature Determination**

No invasive or destructive work has been conducted at the cemetery and field investigations will not start until written permission has been received from the Holly Springs Board of Commissioners. Relocation will require a relatively obstruction-free work area. Monuments, grave architecture, and any potential surface decorations will need to be removed from the cemetery area. Moving the two known markers at the site will require assistance from a professional monument mover prior to any further clearing. Markers will be temporarily set aside for inclusion with the relocated mortuary deposits. A trail capable of allowing motor vehicle passage will be built from Woodfield Dead End Road to the burial sites. Trees and large vegetation will be removed from the project area prior to relocation. Trees will be cut or pruned down to the level of the ground surface without disturbing the underlying soils. NSA will monitor trail construction, monument removal, and timber removal to ensure that graves are not disturbed.

The most reliable means of confirming the existence and precise location of known and unknown graves without excavation is through exposure at the top of an undisturbed soil surface. Mechanical stripping of the cemetery area will be accomplished to positively identify the exact location and number of graves. By removing the overlying soils to undisturbed underlying subsoils, grave pit outlines can be identified. Mass removal of these soils will be accomplished with a backhoe, mini excavator, or track hoe equipped with a flat-bladed bucket. An archaeologist will closely monitor



soil removal to ensure that proper depths are maintained, identify features as they are exposed, prevent accidental intrusion, and recover any exposed surface artifacts. All areas within the marked cemetery will be stripped to ensure that all unmarked graves have been identified. Spoil piles will be placed by the exposed area where they will not hinder progress.

Initially, stripping will focus on exposing grounds immediately surrounding known grave sites. Based on the prior archaeological survey, the boundaries of this concentration are estimated to be about 0.005-acre (225 square feet). If the grave concentration continues outward beyond this area, the exposure area will be expanded until the margins of the concentration/potential burial area have been defined. At a minimum, a 33-foot (10-meter) wide grave-free buffer will be established around the cemetery to ensure that no other unmarked graves are present. The area needed to expose the cemetery and the surrounding buffer will require a total of about 0.13 acre (5,625 square feet). At least an additional 0.05-acre around the work site will be needed to provide areas for spoil piles, work, equipment and vehicle space. This will expand the minimum work area from 0.13 to 0.18-acre.

The excavation floor will be hand-shaved with sharpened shovels and trowels to improve grave site visibility. Soil discolorations in the floors will be noted. Once cleaned, the Mortuary Archaeologist will examine the exposed surfaces to determine if other potential grave features are present. In general, grave shafts appear as intrusions in the underlying soil matrix. These archaeological features are identified by changes in color, density, moisture content, soil type, and shape. Historic period grave pits tend to be rectangular with their long axis oriented in a general east-west alignment (This corresponds with marker placement illustrated in Reid [2022:4]). Grave pits are large enough to encapsulate a supine human form. The margins of these features tend to be sharp and well defined. The corners or margins of all potential graves will be marked with nails equipped with flagging tape heads bearing a grave inventory number, mapped, photographed, and described. Graves will then be covered with appropriately sized landscaping fabric to protect them from the elements until recovery can commence.

It is possible that there may be more than two graves within the cemetery. As unmarked gravesites are a common feature in rural nineteenth century cemeteries, there is the potential for unmarked graves to be identified once the cemetery has been exposed. All potential grave stains observed in the cemetery will be explored and all previously unidentified graves will be recovered following the same outlined procedures.

## **2. Archaeological Investigation of Cemetery**

NSA will conduct the recovery and an in-field examination of artifacts and human remains. Privacy screens will be erected as needed to shield human remains from public view and the site treated as a closed work area. If graves are positioned relatively deeply in the subsoil (i.e., greater than 36 inches below the working floor), the recovery may employ heavy equipment to excavate the upper fill from each grave shaft. The remaining lower portion of each grave will be excavated by hand using small excavation tools (trowels, picks, spoons, brushes, etc.). Excavation areas will be banked as needed to meet OSHA standards.

Relative to material preservation and how the interment was initially deposited, the burial chamber will be exposed, followed by sides and top of the coffin, then the decedent, and finally the base of

coffin, chamber, and grave shaft. As much as possible, artifacts and human remains will be left in-situ until the excavation is completed. All soils associated with the actual interment will be passed through a 0.6-centimeter (0.25-inch) mesh screen to recover small artifacts and human remains. Plan view maps of each interment will be generated to record the position of artifacts and human remains. Photographs of grave contents and each skeleton will be taken to help illustrate what materials were recovered and their location in the grave.

Once the grave's contents have been fully exposed and removed, remaining portions of the grave will be excavated to ensure that all remains have been recovered and to obtain true dimensions of the grave pit. Final plan view photos will be taken to document the grave. Once all excavations are completed, the former interment site will be backfilled to its former grade.

Skeletal remains will be recorded on specially generated field forms that will also record the presence of coffin hardware, clothing artifacts, grave goods, and other materials. Photographs of each excavation will be taken. Skeletal remains will then be analyzed in the field where information will be recorded on the age, sex, race, and physical pathologies of each individual as preservation allows. Photographs will be taken of coffin hardware and associated artifacts. Skeletal remains and artifacts will be bagged separately and then placed in relocation caskets for reburial. Human remains will be wrapped in acid-free tissue and arranged in relative anatomical order within the casket. Each casket will be marked with the corresponding feature number. The head and foot ends will be marked to allow the interment to be reinterred confirming to its original orientation.

A qualified Physical Anthropologist will examine each burial in the field to determine its potential to yield information based on skeletal and artifact preservation. For those burials with information potential, an infield analysis will be completed for the cemetery inventory and report. Coffin hardware and artifacts found with the skeletal remains will be removed from each grave, mapped, and analyzed in the field. Artifacts will then be bagged for inclusion in each grave's relocation casket.

Recovery of skeletal materials will be accomplished in a professional and dignified manner. Human remains will be dry brushed to remove dirt, wrapped in acid-free tissue, and placed into wooden reburial caskets made specifically for reinterment of these remains. Each casket will be marked with the corresponding feature number. The head and foot ends will be marked to allow the interment to be reinterred following its original orientation.

### **3. Reinterment**

All recovered cultural materials and human remains will be reinterred. Once the contents of a burial have been removed from their original context, they will remain in the mortuary archaeologist's custody. When all remains have been recovered, they will be transferred to the appropriate death care specialist or taken directly to the relocation site for reburial. The designated relocation site is the Holly Springs Cemetery, located at 451 West Earp Street in the Town of Holly Springs. NSA will coordinate with the cemetery managers, Wake Funeral and Cremation Services, to ensure a smooth transfer. Limited temporary storage may be provided to artifacts and human remains at NSA's Greensboro office until reinterment arrangements are complete. A reburial index containing a description of the remains in each casket, by number will be generated and provided to Wake Funeral and Cremation Services for their records.

If possible, reinterment caskets will be placed with the head ends oriented to the west and the foot ends towards the east. Optimally, Maria's remains will be placed on the left side of Paschal's remains, as originally positioned in the Burt Royster Cemetery. Markers will be replaced back at the head ends of the reinterment gravesites. NSA plans to have a monitor present to verify and document opening and closing. The specific location each reinterment in the facility will be recorded and included as part of the project's report.

Within 30 days of removal and reinterment, a Removal of Graves Certificate must be generated. This document indicates how many graves were moved, all known identities, a description of the disinterment site, and specific location where there remains were reinterred. The client's name will be recorded along with the legal consent allowing relocation. The Removal of Graves Certificate can be obtained from the Wake County Planning Department and will be filed with the Wake County Register of Deeds.

#### **4. Report**

The results of this effort will be incorporated into a project report. This report will provide McDonald York Building Company and Duke Energy with a document outlining how the recovery was conducted and providing an inventory of the remains. The report will present a brief overview of the cemetery, the methods employed in the recovery, information recovered by this project concerning the relocated population, relocation efforts and coordination with the descendent communities during the relocation. A complete inventory of all remains and artifacts by feature number will also be provided. This report will provide McDonald York Building Company and Duke Energy with written documentation of the recovery effort should descendant community representatives or other individuals request such information at a future time.

## Enclosure 8 to Cemetery Relocation Application

### Relocation Site for the Burt Royster Cemetery

*Location of Burt Royster and Holly Springs Cemeteries*



*Entrance to Holly Springs Cemetery*







July 27, 2023

**Intent to Receive Notification**

**RE: Relocation Site for the Burt Royster Cemetery**

The Town of Holly Springs has agreed to allow Duke Energy, McDonald York Building Company, and New South Associates, Inc. (NSA) obtain space within the Holly Springs Cemetery as the intended relocation site for Paschal Burt (d.1859), Maria Burt Royster (d.1908) and any other decedents present in the Burt Royster Cemetery (31WA1629). The Holly Springs Cemetery is a municipal perpetual care cemetery operated by the Town of Holly Springs and managed by Wake Funeral and Crematory Services, Inc. of Carey, North Carolina. The Holly Springs Cemetery is approximately 2.91 miles southeast of the Burt Royster Cemetery. The Holly Springs Cemetery currently contains approximately 783 interments with ample room for expansion. NSA will coordinate with the Town of Holly Springs and Wake Funeral and Cremation Services, Inc. to allow efficient interment of decedents from the Burt Royster Cemetery within the existing burial ground. This may entail transferring the remains over to Wake Funeral and Cremation Services, Inc. for reinterment or physically reinterring the remains following the facility's guidelines. Existing markers may be used to memorialize Burt and Royster's gravesites. All expenses related to the reinterment are recognized as the responsibility of the client.

Randy Harrington  
Town Manager  
Town of Holly Springs

**Town of Holly Springs, Office of the Town Manager**

P.O. Box 8 • 128 S. Main St. • Holly Springs, NC 27540 • (919) 557-3924 • [randy.harrington@hollyspringsnc.gov](mailto:randy.harrington@hollyspringsnc.gov)  
[www.hollyspringsnc.gov](http://www.hollyspringsnc.gov)





# Holly Springs Town Council

## *Town Council Meeting Agenda Cover Sheet*

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### **Agenda Item#: 16.**

#### **Public Hearings**

**Title:** 2023 Limited Obligation Bonds and Fire Station 3 GMP (Guarantee Maximum Price)

**Strategic Priority Area:** Organizational Excellence

Responsible & Balanced Growth

Safe & Friendly

**Staff Resource:** Tina Stroupe, Finance, Kimberly Keyes, Utilities and Infrastructure

---

#### **Action(s):**

- Hold public hearing on 2023 Limited Obligation Bonds
- Adopt Approving Resolution authorizing the delivery of the official statement, authorizing the execution of the contract, authorizing the execution of the deed of trust, authorization to execute the bond purchase agreement and to proceed with the financing.
- Accept Guarantee Maximum Price from Samet Contractors for the total amount of \$9,854,135 which includes construction and design contingencies, and pre- construction costs in the amount of \$124,710 that Council previously approved.
- Adopt Town Building Capital Project Ordinance (23-29)

#### **Explanation:**

**\*\*Final Guarantee Maximum Price - to be updated on Friday, August 11, 2023\*\***

- Bid packages for Fire Station 3 were opened on August 2.
- A few remaining elements of the final construction package required re-bidding
- A second bid opening is taking place on Thursday, August 10.
- An updated guarantee maximum price (GMP) will be provided on August 11 as well as the updated Town Building Capital Project Ordinance to match the increased project budget.
- Staff will include a more detailed summary of these actions in the Mayor and Council's weekly briefing.

#### **Limited Obligation Bond Public Hearing**

- This public hearing and associated resolution are the next requirements for issuing Limited Obligation Bonds for Town projects.
- Staff recommends the financing of the construction and equipping of a new fire station, known as Fire Station 3, the acquisition of a fire ladder 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: an Administration Building and an Operations building.
- The financing of the projects will not exceed the amount of \$17,000,000.

### **Fire Station 3**

- The Town Council Community Investment Plan (CIP) includes \$11.2M in anticipated LOBs for Fire Station 3
- Delivery of this project through the construction manager at risk (CMAR) method was supported by Town Council to enhance collaboration during the design stage leading into construction. The Town selected Samet Contractors as the Town's CMAR.
- Samet managed individual bid packages for the various construction activities.
- The original project budget anticipated a total construction bid package at \$8.2M; after bids, this increased to approximately \$9.8M for Samet's guaranteed maximum price (GMP).
  - Fire Station 3's construction costs are comparable to other recent fire station construction costs seen at stations in Sanford and Wilmington
- Including the construction GMP, the total project cost is now approximately \$12.8M (pending final and complete bid package).

### **Funding Refinements to Enable Advancing with LOB Issuance & Fire Station 3 Construction**

- In 2022, the Town received \$2.5M in State Capital Infrastructure Fund (SCIF) grant in the North Carolina State Budget; these funds must be spent on a Town-owned asset.
- At the 2023 Mayor and Council retreat, a strategy to utilize the SCIF for Fire Station 3 was endorsed to:
  - Reduce the total LOB amount
  - or
  - Reduce the need for value engineering
- Utilizing the SCIF for Fire Station 3 reduces the required LOB funding for the new GMP project budget from approximately \$12.8M to \$10.3M.

### **Summary and Recommendation**

- To maintain construction schedules for Fire Station 3 and the Operations Campus, staff requests that, Council:
  - Conduct a public hearing and approve the resolution to execute the bond agreement and proceed with financing
  - Accept the guarantee maximum price (GMP) from Samet for CMAR services
  - Adopt Town Building Capital Project Ordinance (23-29) to increase the Fire Station 3 project budget

### **Background:**

- On July 18, 2023 Town Council adopted 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.

- The proposed Operation Campus will be situated on a 30-acre plot of land, adjacent to the Town's Utley Creek Water Reclamation Facility. Phase 1A provides for several development components, 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 commenced 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.
- The former Fire Station 3, no longer in service, located along Friendship Road, was deemed necessary in 2008 when the Department of Insurance completed its ISO rating process for Holly Springs.
- Temporary Fire Station 3 is operational and will remain in service until the new Fire Station 3 is constructed.
- The new fire station site will be located off of Woodcreek Road, 100 feet southwest of the intersection of Woodcreek Road and Woodsfield Dead End Road on an approximately 4.3 acre parcel.
- The Town selected Samet to deliver the project through the construction manager at risk project construction delivery method.
- The Town Building Capital Project Ordinance appropriates funds for all Town Building projects to include Fire Station 3. Ordinance 23-29 increases the total appropriation to match the new project budget for Fire Station 3.

#### **Funding Source(s):**

- Proceeds from Limited Obligation Bonds

- State Capital Infrastructure Fund (SCIF) Grant

**Attachment(s):**

1. Approving Resolution - Holly Springs 2023 LOBs
2. Town Building Project Ordinance (23-29)
3. A133ExhibitA 85-010 HS Fire Station No 3

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HOLLY SPRINGS,  
NORTH CAROLINA, APPROVING A CONTRACT AND A DEED OF TRUST AND THE  
DELIVERY THEREOF AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS**

*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*”);

*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 has previously determined that it is in the best interest of the Town to enter into an installment financing contract (the “*Contract*”) with the Holly Springs Public Facilities Corporation, a North Carolina nonprofit corporation (the “*Corporation*”), in order to (1) 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) pay the costs related to the execution and delivery of the Contract;

*WHEREAS*, in order to secure the Town’s obligations under the Contract, the Town will enter into a Deed of Trust, Security Agreement and Fixture Filing dated as of September 1, 2023 (the “*Deed of Trust*”) related to the site of Fire Station 3 and the improvements thereon that may be necessary to effectuate the proposed financing;

*WHEREAS*, the Corporation will execute and deliver its Limited Obligation Bonds (Town of Holly Springs, North Carolina), Series 2023 (the “*Bonds*”) in an aggregate principal amount not to exceed \$17,000,000, evidencing proportionate undivided interests in rights to receive certain Revenues (as defined in the Contract) pursuant to the Contract;

*WHEREAS*, in connection with the sale of the Bonds by the Corporation to PNC Capital Markets LLC (the “*Underwriter*”), the Town will execute and deliver a Bond Purchase Agreement dated the date of delivery thereof (the “*Bond Purchase Agreement*”) among the Town, the Corporation and the Underwriter;

*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, as applicable, to effectuate the proposed financing:

- (1) the Contract;
- (2) the Deed of Trust;
- (3) an Indenture of Trust dated as of September 1, 2023 (the “*Indenture*”) between the Corporation and U.S. Bank Trust Company, National Association, as trustee, including the form of the Bonds; and
- (4) the Bond Purchase Agreement;



*WHEREAS*, to make an offering and sale of the Bonds, there will be prepared a Preliminary Official Statement with respect to the Bonds (the “*Preliminary Official Statement*”), a draft thereof having been presented to the Town Council, and a final Official Statement relating to the Preliminary Official Statement (together with the Preliminary Official Statement, the “*Official Statement*”), which Official Statement will contain certain information regarding the Bonds and the Town;

*WHEREAS*, it appears that each of the Instruments and the Preliminary Official Statement is in an appropriate form and is an appropriate instrument for the purposes intended;

*WHEREAS*, the Town Council conducted a public hearing at this meeting to receive public comment on the proposed Contract, the Deed of Trust and the 2023 Projects; and

*WHEREAS*, the Town has filed an application to the LGC for approval of the Contract and will receive the approval of the LGC before executing and delivering the Contract;

*NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF HOLLY SPRINGS, NORTH CAROLINA, AS FOLLOWS:*

***Section 1. Ratification of Instruments.*** All actions of the Mayor, the Town Manager, the Finance Director, the Town Clerk, the Town Attorney and their respective designees, whether previously or hereinafter taken, in effectuating the proposed financing are hereby approved, ratified and authorized pursuant to and in accordance with the transactions contemplated by the Instruments.

***Section 2. Authorization of the Official Statement.*** The form, terms and content of the Preliminary Official Statement are in all respects authorized, approved and confirmed, and the use of the Preliminary Official Statement and of the final Official Statement by the Underwriter in connection with the offering and sale of the Bonds is hereby in all respects authorized, approved and confirmed. The Mayor, the Town Manager or the Finance Director is hereby authorized and directed, individually and collectively, to deliver, on behalf of the Town, the Official Statement in substantially such form, with such changes, insertions and omissions as he or she may approve.

***Section 3. Authorization to Execute the Contract.*** The Town hereby approves the financing in accordance with the terms of the Contract, which will be a valid, legal and binding obligation of the Town in accordance with its terms. The form and content of the Contract 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 Contract, 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 Contract presented to the Town Council. From and after the execution and delivery of the Contract, the Mayor, the Town Clerk, the Town Manager and the Finance Director of the Town, individually and collectively, are hereby authorized, empowered and directed, individually and collectively, 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 Contract as executed.

***Section 4. Authorization to Execute the Deed of Trust.*** The Town approves the form and content of the Deed of Trust, and the Deed of Trust is in all respects authorized, approved and confirmed. 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 Deed of Trust, 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. Execution by the Mayor, the Town Clerk or the Town Manager or their respective designees, individually or collectively, constitutes conclusive evidence of the Town's approval of any and all such changes, modifications, additions or deletions therein from the form and content of the Deed of Trust presented to the Town Council, and from and after the execution and delivery of the Deed of Trust, the Mayor, the Town Clerk, the Town Manager and the Finance Director of the Town are hereby authorized, empowered and directed, individually and collectively, 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 Deed of Trust as executed.

**Section 5. Authorization to Execute the Bond Purchase Agreement.** The Town approves the form and content of the Bond Purchase Agreement and the sale of the Bonds to the Underwriter as contemplated thereby, and the Bond Purchase Agreement is in all respects authorized, approved and confirmed. The Mayor and the Town Manager and their respective designees are hereby authorized, empowered and directed, individually and collectively, to execute and deliver the Bond Purchase Agreement, 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. Execution by the Mayor and the Town Manager or their respective designees, individually or collectively, constitutes conclusive evidence of the Town's approval of any and all such changes, modifications, additions or deletions therein from the form and content of the Bond Purchase Agreement presented to the Town Council, and from and after the execution and delivery of the Bond Purchase Agreement, the Mayor, the Town Clerk, the Town Manager and the Finance Director of the Town are hereby authorized, empowered and directed, individually and collectively, 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 Bond Purchase Agreement as executed.

**Section 6. Town Representative.** The Mayor, the Town Manager and the Finance Director of the Town, individually and collectively, are each hereby designated as the Town's representative to act on behalf of the Town in connection with the transactions contemplated by the Instruments and the Preliminary Official Statement, and the Mayor, the Town Manager, and the Finance Director, individually and collectively, are authorized to proceed with the financing in accordance with the Instruments and to seek opinions as a matter of law from the Town Attorney, which the Town Attorney is authorized to furnish on behalf of the Town, and opinions of law from such other attorneys for all documents contemplated hereby as required by law. The Town's representative 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 Official Statement and the transactions contemplated by the Instruments or the Preliminary Official Statement. The Town's representatives 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 transactions contemplated by the Instruments or the Preliminary Official Statement 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 7. 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 8. Repealer.** All motions, orders, resolutions and parts thereof, in conflict herewith are hereby repealed.

**Section 9. Effective Date.** This Resolution is effective on the date of its adoption.

STATE OF NORTH CAROLINA                    )  
                                                          )  
COUNTY OF WAKE                            )           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, APPROVING A CONTRACT AND A DEED OF TRUST AND THE DELIVERY THEREOF AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS**” duly adopted by the Town Council of the Town of Holly Springs, North Carolina at a meeting held on the 15<sup>th</sup> day of August, 2023.

***WITNESS*** my hand and the corporate seal of the Town of Holly Springs, North Carolina, this the \_\_\_\_ day of August, 2023.

(SEAL)

\_\_\_\_\_  
Linda McKinney  
Town Clerk  
Town of Holly Springs, North Carolina



**Ordinance No. 23-29**

**Date Submitted:** August 15, 2023

**Date Adopted:** August 15, 2023

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

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

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

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

**SECTION III:** Town Building Project Fees and Revenues shall be deposited in the fund effective August 15, 2023:

| Town Building Project Fund |                   |
|----------------------------|-------------------|
| Expenditures:              |                   |
| Town Buildings Projects    | 59,871,180        |
| <b>Total</b>               | <b>59,871,180</b> |

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

| Town Building Project Fund |                   |
|----------------------------|-------------------|
| Revenues:                  |                   |
| Limited Obligation Bond    | 32,780,396        |
| Revenue Bond               | 20,500,000        |
| State Grants               | 2,500,000         |
| Transfers In               | 2,927,148         |
| Other Revenue Sources      | 1,163,636         |
| <b>Total</b>               | <b>59,871,180</b> |

**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 August 15, 2023 in accordance with the laws of the State of North Carolina.

Adopted this, the 15th day of August 2023.

**Town of Holly Springs by**

\_\_\_\_\_  
Sean Mayefskie, Mayor

**ATTEST:**

\_\_\_\_\_  
Linda McKinney, Town Clerk







# AIA® Document A133® – 2019 Exhibit A

## Guaranteed Maximum Price Amendment

This Amendment dated the 15th day of August in the year 2023, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 11th day of August in the year 2023 (the "Agreement")  
(In words, indicate day, month, and year.)

for the following **PROJECT:**  
(Name and address or location)

Holly Springs Fire Station #3  
Samet/W.C. Job #85-010

**THE OWNER:**  
(Name, legal status, and address)

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

**THE CONSTRUCTION MANAGER:**  
(Name, legal status, and address)

Samet/W.C. Construction, a Joint Venture  
309 Gallimore Dairy Road  
Suite 102  
Greensboro, NC 27409

### TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE**
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

### ARTICLE A.1 GUARANTEED MAXIMUM PRICE

#### § A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed (the "GMP"). The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

**§ A.1.1.1** The Contract Sum is guaranteed by the Construction Manager not to exceed Nine Million Seven Hundred Twenty-Nine Thousand Four Hundred Twenty-Five Dollars (\$

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(1148406130)

9,729,425.00 ), subject to additions and deductions by Change Order as provided in the Contract Documents. Execution of this Guaranteed Maximum Price Amendment will bring the total contract amount to Nine Million Eight Hundred Fifty-Four Thousand One Hundred Thirty-Five Dollars (\$9,854,135).

**§ A.1.1.1.1** The Owner and Construction Manager agree that the Contract Sum does not include any increases or escalation in pricing due to tariffs or anti-dumping and countervailing duties (collectively herein "Tariff") not legally enacted as of 8/11/2023 ("GMP Date"). In the event of the enactment of an applicable Tariff after the GMP Date, the Contract Sum shall be increased by the amount by which said Tariff exceeds those in effect as of the GMP Date. The Construction Manager shall not be entitled to additional fee or general conditions on any Change Order to the extent based on a Tariff enacted or increased after the GMP Date.

**§ A.1.1.1.2** Notwithstanding any other provisions of the Contract Documents, the Owner and Construction Manager agree that neither the Contract Time nor the Contract Sum assume any adverse impacts from force majeure events including, but not limited to, the COVID-19 pandemic or any similar or other epidemics or pandemics. Potential impacts from these events include, but are not limited to, government-ordered work stoppages, supply chain disruptions, and the unavailability of labor or materials to the Construction Manager or its subcontractors or suppliers. Subject to either Party's rights pursuant to Article 14 of the AIA Document A201-2017, as modified for this Project, and notwithstanding any other provisions of any Contract Document, to the extent the consequences of said events delay or disrupt the Work in one or more of the ways set forth above, or result in material price escalations, and such increases are not recovered from any government entity or government funding, the Construction Manager shall receive an equitable adjustment to the Contract Time and Contract Sum to address such impacts, delays or disruptions.

**§ A.1.1.1.3** Notwithstanding any other provisions of the Contract Documents, the Contract Sum is based on the current market prices and availability of the building materials and components required for the Work (for example only, and without limitation, roofing, concrete, plywood, lumber, structural steel, drywall, plumbing and electrical products containing copper, appliances, etc.) (collectively, "Building Materials"). The Owner and Construction Manager recognize that the market for these Building Materials can be volatile, and sudden increases in the price of the Building Materials and Building Materials shortages can occur based on national and international events that affect the market for such Building Materials. Accordingly, if following the date of this GMP Amendment an increase in the cost of Building Materials occurs greater than 10%, through no fault of the Construction Manager, then the Construction Manager shall be entitled to a change order increasing the Contract Sum in the amount of the actual additional cost incurred by Construction Manager to obtain the Building Materials. Conversely, if following the date of this Agreement, a market shift results in a substantial decrease in the cost of Building Materials, the Owner shall be entitled to a deductive Change Order decreasing the Contract Sum in the amount of the actual decrease in the cost of Building Materials.

**§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.  
*(Provide itemized statement below or reference an attachment.)*

See Attachment A-1, Itemized Statement of the Guaranteed Maximum Price

**§ A.1.1.3** The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

**§ A.1.1.4** The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

**§ A.1.1.5 Alternates**

**§ A.1.1.5.1** Alternates, if any, included in the Guaranteed Maximum Price:

**Item**

**Price**

See Attachment A-2, Alternates included in the GMP

**§ A.1.1.5.2** Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.  
*(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Init.

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**User Notes:**

(1148406130)

| Item                                                                                                                                                                                                       | Price | Conditions for Acceptance |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|---------------------------|
| See Attachment A-2 for Alternates that may be accepted by Owner following execution of this Exhibit A, which shall include the conditions for acceptance by Owner without an impact to the Schedule or GMP |       |                           |

**§ A.1.1.6** Unit prices, if any:  
*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

| Item                            | Units and Limitations | Price per Unit (\$0.00) |
|---------------------------------|-----------------------|-------------------------|
| See Attachment A-3, Unit Prices |                       |                         |

## ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

**§ A.2.1** The date of commencement of the Work shall be:  
*(Check one of the following boxes.)*

- ☐ The date of execution of this Amendment.
- ☒ Established as follows:  
*(Insert a date or a means to determine the date of commencement of the Work.)*
- The date of commencement shall be the later of:
- A. Execution of this Amendment
  - B. Issuance of Notice to Proceed by the Town of Holly Springs
  - C. Receipt of all permits necessary to commence construction

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

**§ A.2.2** Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

### § A.2.3 Substantial Completion

**§ A.2.3.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:  
*(Check one of the following boxes and complete the necessary information.)*

- ☒ Not later than Three Hundred Ninety-Three ( 393 ) calendar days from the date of commencement of the Work.
- ☐ By the following date:

**§ A.2.3.2** Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

| Portion of Work | Substantial Completion Date |
|-----------------|-----------------------------|
| N/A             | N/A                         |

**§ A.2.3.3** If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth below.

**§ A.2.3.3.1 Liquidated Damages.** Owner and Construction Manager agree that the actual damages that would be incurred by Owner as a result of delay of Substantial Completion of the entire Work by the scheduled date of Substantial

Completion, subject to adjustments as provided for in the Contract Documents, would be both significant and difficult to ascertain. Thus, in the event that the Construction Manager fails to achieve Substantial Completion on or before the scheduled date of Substantial Completion, subject to adjustment as provided for in the Contract Document, the Construction Manager agrees to pay Owner liquidated damages of Two Hundred Fifty Dollars (\$250.00) per day for each calendar day past the scheduled Substantial Completion date, subject to adjustment as provided for in the Contract Documents, beginning on the 7th day after the scheduled date for Substantial Completion, until the actual date of Substantial Completion as defined by the Contract Documents. In the event of Owner's use or occupancy of the Work prior to Substantial Completion, liquidated damages shall be reduced proportionately based on the percentage of the Work being used or occupied by Owner.

Owner and Construction Manager acknowledge and further agree that these liquidated damages are a reasonable estimate of the Owner's actual damages resulting from delayed Substantial Completion of the entire Work and are not intended to operate as a penalty against the Construction manager. Liquidated damages shall be the Owner's sole and exclusive monetary remedy for Construction Manager's delay. The Owner may recover such liquidated damages from the Construction Manager in any manner permitted by the Contract Documents or applicable law, including deducting the same from any unpaid amount then or thereafter due Construction Manager.

#### **ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**

**§ A.3.1** The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

**§ A.3.1.1** The following Supplementary and other Conditions of the Contract:

| Document | Title | Date | Pages |
|----------|-------|------|-------|
| N/A      |       |      |       |

**§ A.3.1.2** The following Specifications:

*(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)*

See Attachment A-4, List of Contract Documents

*(Table deleted)*

**§ A.3.1.3** The following Drawings:

*(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)*

See Attachment A-4, List of Contract Documents

*(Table deleted)*

**§ A.3.1.4**

*(Paragraphs deleted)*

NOT USED

**§ A.3.1.5** Allowances, if any, included in the Guaranteed Maximum Price:

*(Identify each allowance.)*

| Item                           | Price |
|--------------------------------|-------|
| See Attachment A-5, Allowances |       |

**§ A.3.1.6** Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:

*(Identify each assumption and clarification.)*

See Attachment A-6, Assumptions & Clarifications

**§ A.3.1.7** The Guaranteed Maximum Price is based upon the following other documents and information:

*(List any other documents or information here, or refer to an exhibit attached to this Amendment.)*

See Attachment A-7, Project Schedule

Init.

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User Notes:

(1148406130)

**ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

**§ A.4.1** The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:

*(List name, discipline, address, and other information.)*

See Attachment A-1 for the Anticipated Contractors

This Amendment to the Agreement entered into as of the day and year first written above.

**TOWN OF HOLLY SPRINGS**

*(SEE ATTACHED SIGNATURE PAGE)*

**SAMET/W.C. Construction, a Joint Venture**

*(SEE ATTACHED SIGNATURE PAGE)*

**OWNER** *(Signature)*

**CONSTRUCTION MANAGER** *(Signature)*

N.C. General Contractor's License #3538

*(Row deleted)*



# Additions and Deletions Report for AIA® Document A133® – 2019 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:19:08 ET on 08/14/2023.

## PAGE 1

This Amendment dated the 15th day of August in the year 2023, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 11th day of August in the year 2023 (the "Agreement")

...

Holly Springs Fire Station #3  
Samet/W.C. Job #85-010

...

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

...

*(Name, legal status, and address)*

Samet/W.C. Construction, a Joint Venture  
309 Gallimore Dairy Road  
Suite 102  
Greensboro, NC 27409

...

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not ~~exceed~~ exceed (the "GMP"). The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

**§ A.1.1.1** The Contract Sum is guaranteed by the Construction Manager not to exceed Nine Million Seven Hundred Twenty-Nine Thousand Four Hundred Twenty-Five Dollars (\$ 9,729,425.00 ), subject to additions and deductions by Change Order as provided in the Contract Documents. Execution of this Guaranteed Maximum Price Amendment will bring the total contract amount to Nine Million Eight Hundred Fifty-Four Thousand One Hundred Thirty-Five Dollars (\$9,854,135).

**§ A.1.1.1.1** The Owner and Construction Manager agree that the Contract Sum does not include any increases or escalation in pricing due to tariffs or anti-dumping and countervailing duties (collectively herein "Tariff") not legally enacted as of 8/11/2023 ("GMP Date"). In the event of the enactment of an applicable Tariff after the GMP Date, the Contract Sum shall be increased by the amount by which said Tariff exceeds those in effect as of the GMP Date. The

Construction Manager shall not be entitled to additional fee or general conditions on any Change Order to the extent based on a Tariff enacted or increased after the GMP Date.

§ A.1.1.1.2 Notwithstanding any other provisions of the Contract Documents, the Owner and Construction Manager agree that neither the Contract Time nor the Contract Sum assume any adverse impacts from force majeure events including, but not limited to, the COVID-19 pandemic or any similar or other epidemics or pandemics. Potential impacts from these events include, but are not limited to, government-ordered work stoppages, supply chain disruptions, and the unavailability of labor or materials to the Construction Manager or its subcontractors or suppliers. Subject to either Party's rights pursuant to Article 14 of the AIA Document A201-2017, as modified for this Project, and notwithstanding any other provisions of any Contract Document, to the extent the consequences of said events delay or disrupt the Work in one or more of the ways set forth above, or result in material price escalations, and such increases are not recovered from any government entity or government funding, the Construction Manager shall receive an equitable adjustment to the Contract Time and Contract Sum to address such impacts, delays or disruptions.

§ A.1.1.1.3 Notwithstanding any other provisions of the Contract Documents, the Contract Sum is based on the current market prices and availability of the building materials and components required for the Work (for example only, and without limitation, roofing, concrete, plywood, lumber, structural steel, drywall, plumbing and electrical products containing copper, appliances, etc.) (collectively, "Building Materials"). The Owner and Construction Manager recognize that the market for these Building Materials can be volatile, and sudden increases in the price of the Building Materials and Building Materials shortages can occur based on national and international events that affect the market for such Building Materials. Accordingly, if following the date of this GMP Amendment an increase in the cost of Building Materials occurs greater than 10%, through no fault of the Construction Manager, then the Construction Manager shall be entitled to a change order increasing the Contract Sum in the amount of the actual additional cost incurred by Construction Manager to obtain the Building Materials. Conversely, if following the date of this Agreement, a market shift results in a substantial decrease in the cost of Building Materials, the Owner shall be entitled to a deductive Change Order decreasing the Contract Sum in the amount of the actual decrease in the cost of Building Materials.

## **PAGE 2**

See Attachment A-1, Itemized Statement of the Guaranteed Maximum Price

...

See Attachment A-2, Alternates included in the GMP

## **PAGE 3**

See Attachment A-2 for Alternates that may be accepted by Owner following execution of this Exhibit A, which shall include the conditions for acceptance by Owner without an impact to the Schedule or GMP

...

See Attachment A-3, Unit Prices

...

**[ X ]** Established as follows:  
*(Insert a date or a means to determine the date of commencement of the Work.)*

The date of commencement shall be the later of:

- A. Execution of this Amendment
- B. Issuance of Notice to Proceed by the Town of Holly Springs
- C. Receipt of all permits necessary to commence construction

...

[ ☒ ] Not later than Three Hundred Ninety-Three ( 393 ) calendar days from the date of commencement of the Work.

...

N/A

N/A

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in ~~Section 6.1.6 of the Agreement below.~~

**§ A.2.3.3.1 Liquidated Damages.** Owner and Construction Manager agree that the actual damages that would be incurred by Owner as a result of delay of Substantial Completion of the entire Work by the scheduled date of Substantial Completion, subject to adjustments as provided for in the Contract Documents, would be both significant and difficult to ascertain. Thus, in the event that the Construction Manager fails to achieve Substantial Completion on or before the scheduled date of Substantial Completion, subject to adjustment as provided for in the Contract Document, the Construction Manager agrees to pay Owner liquidated damages of Two Hundred Fifty Dollars (\$250.00) per day for each calendar day past the scheduled Substantial Completion date, subject to adjustment as provided for in the Contract Documents, beginning on the 7th day after the scheduled date for Substantial Completion, until the actual date of Substantial Completion as defined by the Contract Documents. In the event of Owner's use or occupancy of the Work prior to Substantial Completion, liquidated damages shall be reduced proportionately based on the percentage of the Work being used or occupied by Owner.

Owner and Construction Manager acknowledge and further agree that these liquidated damages are a reasonable estimate of the Owner's actual damages resulting from delayed Substantial Completion of the entire Work and are not intended to operate as a penalty against the Construction manager. Liquidated damages shall be the Owner's sole and exclusive monetary remedy for Construction Manager's delay. The Owner may recover such liquidated damages from the Construction Manager in any manner permitted by the Contract Documents or applicable law, including deducting the same from any unpaid amount then or thereafter due Construction Manager.

PAGE 4

N/A

...

See Attachment A-4, List of Contract Documents

**Section**

**Title**

**Date**

**Pages**

...

See Attachment A-4, List of Contract Documents

**Number**

**Title**

**Date**

§ A.3.1.4 The Sustainability Plan, if any:

*(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)*

Title

Date

Pages

Other identifying information: NOT USED

...

See Attachment A-5, Allowances

...

See Attachment A-6, Assumptions & Clarifications

...

See Attachment A-7, Project Schedule

**PAGE 5**

See Attachment A-1 for the Anticipated Contractors

...

**TOWN OF HOLLY SPRINGS**

*(SEE ATTACHED SIGNATURE PAGE)*

**SAMET/W.C. Construction, a Joint Venture**

*(SEE ATTACHED SIGNATURE PAGE)*

...

N.C. General Contractor's License #3538

*(Printed name and title)*

*(Printed name and title)*

## ***Certification of Document's Authenticity***

***AIA® Document D401™ – 2003***

I, Jessica Hill, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:19:08 ET on 08/14/2023 under Order No. 4104236812 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019 Exhibit A, Guaranteed Maximum Price Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.

---

*(Signed)*

---

*(Title)*

---

*(Dated)*



**ATTACHMENT A-1 - ITEMIZED BREAKDOWN OF THE GMP**  
**Holly Springs Fire Station #3**  
8/11/2023



| BP  | Bid Package Description                      | Trade Contractor               | Base Bid Amount | Approved Alternates | Line Total      | HUB Participation | HUB % |
|-----|----------------------------------------------|--------------------------------|-----------------|---------------------|-----------------|-------------------|-------|
| 01A | Final Cleaning                               | CB&H Contracting               | \$ 7,000.00     |                     | \$ 7,000.00     | \$ 7,000.00       | 100%  |
| 01B | General Trades                               | CB&H Contracting               | \$ 175,000.00   |                     | \$ 175,000.00   | \$ 175,000.00     | 100%  |
| 03A | Concrete                                     | Estrello Construction Group    | \$ 263,700.00   |                     | \$ 263,700.00   | \$ 263,700.00     | 100%  |
| 03G | Polished Concrete / Resinous Floor           | Epoxy Floor Systems Inc        | \$ 77,047.00    |                     | \$ 77,047.00    | \$ -              | 0%    |
| 04A | Masonry                                      | Intrepid Build                 | \$ 656,500.00   |                     | \$ 656,500.00   | \$ 656,500.00     | 100%  |
| 05A | Steel & Misc Metals                          | Walls Welding                  | \$ 301,316.00   |                     | \$ 301,316.00   | \$ 30,200.00      | 10%   |
| 06B | Wood Trusses & Framing                       | Intrepid Build                 | \$ 167,289.00   |                     | \$ 167,289.00   | \$ 167,289.00     | 100%  |
| 06D | Millwork & Casework                          | DeWilde Design                 | \$ 56,300.00    |                     | \$ 56,300.00    | \$ 56,300.00      | 100%  |
| 07A | Waterproofing and Joint Sealants             | NC Caulking & Waterproofing    | \$ 103,900.00   |                     | \$ 103,900.00   | \$ 103,900.00     | 100%  |
| 07B | Roofing                                      | Bardi-Davis                    | \$ 162,000.00   |                     | \$ 162,000.00   | \$ 16,200.00      | 10%   |
| 07D | Cementitious Siding & FRP Fabrications       | WxTite                         | \$ 78,844.00    |                     | \$ 78,844.00    | \$ -              | 0%    |
| 07E | Spray & Batt Insulation                      | Livegreen                      | \$ 14,746.00    |                     | \$ 14,746.00    | \$ -              | 0%    |
| 08A | Doors Frames & Hardware                      | Hardware Distributors          | \$ 127,590.00   |                     | \$ 127,590.00   | \$ -              | 0%    |
| 08B | Windows, Glass & Glazing                     | MSJ Glass and Glazing          | \$ 212,522.00   |                     | \$ 212,522.00   | \$ -              | 0%    |
| 08D | Overhead & Bi-Parting Doors                  | Custom Door & Gate             | \$ 294,500.00   |                     | \$ 294,500.00   | \$ -              | 0%    |
| 09A | Framing & Gypsum Assemblies                  | Gerloff Contracting            | \$ 349,734.00   |                     | \$ 349,734.00   | \$ -              | 0%    |
| 09B | Acoustical & Wood Ceilings                   | AB Denning                     | \$ 27,520.00    |                     | \$ 27,520.00    | \$ -              | 0%    |
| 09C | Carpet & Resilient Flooring                  | Brock Contract Services        | \$ 52,580.00    |                     | \$ 52,580.00    | \$ -              | 0%    |
| 09D | Hard Tile                                    | Tilesetters of Raleigh         | \$ 106,593.00   |                     | \$ 106,593.00   | \$ -              | 0%    |
| 09H | Paint & Wallcoverings                        | Pro-Tec Finishes               | \$ 63,250.00    |                     | \$ 63,250.00    | \$ 16,000.00      | 25%   |
| 10A | Specialties, Toilet Partitions & Accessories | Martin Architectural Products  | \$ 103,690.00   |                     | \$ 103,690.00   | \$ -              | 0%    |
| 10B | Signage                                      | AOA Signs                      | \$ 12,818.00    |                     | \$ 12,818.00    | \$ 12,818.00      | 100%  |
| 10G | Awnings & Canopies                           | CSC Awnings                    | \$ 56,000.00    |                     | \$ 56,000.00    | \$ -              | 0%    |
| 12A | Window Treatments                            | Commonwealth Blinds            | \$ 8,112.00     |                     | \$ 8,112.00     | \$ 8,112.00       | 100%  |
| 21A | Fire Protection                              | J&D Sprinkler Company          | \$ 190,426.00   |                     | \$ 190,426.00   | \$ -              | 0%    |
| 22A | Plumbing                                     | Triangle Mechanical            | \$ 556,945.00   |                     | \$ 556,945.00   | \$ 14,000.00      | 3%    |
| 23A | Mechanical & HVAC                            | Mechworks                      | \$ 698,000.00   |                     | \$ 698,000.00   | \$ 5,920.00       | 1%    |
| 26A | Electrical & Fire Alarm                      | ABCO South                     | \$ 1,100,000.00 |                     | \$ 1,100,000.00 | \$ -              | 0%    |
| 31C | Pest Control                                 | Neuse Termite and Pest Control | \$ 895.00       |                     | \$ 895.00       | \$ -              | 0%    |
| 32E | Landscaping & Site Furnishings               | Bland Landscaping              | \$ 172,523.00   |                     | \$ 172,523.00   | \$ 18,978.00      | 11%   |
| 33A | Turnkey Sitework                             | Sullivan Eastern               | \$ 1,983,000.00 |                     | \$ 1,983,000.00 | \$ 258,000.00     | 13%   |
|     | Direct Cost of Work Subtotals                |                                | \$ 8,180,340.00 | \$ -                | \$ 8,180,340.00 | \$ 1,809,917.00   | 22%   |
|     |                                              | SDI / Bonds                    | \$ 114,524.76   | \$ -                | \$ 114,524.76   |                   | 0%    |
|     |                                              | Design Contingency             | \$ 40,901.70    | \$ -                | \$ 40,901.70    |                   | 0%    |
|     |                                              | Construction Contingency       | \$ 163,606.80   | \$ -                | \$ 163,606.80   |                   | 0%    |
|     |                                              | General Conditions             | \$ 780,000.00   | \$ -                | \$ 780,000.00   | \$ 117,000.00     | 15%   |
|     |                                              | CM Fee                         | \$ 316,689.00   | \$ -                | \$ 316,689.00   | \$ 47,503.35      | 15%   |
|     |                                              | Builders Risk Insurance        | \$ 16,699.00    | \$ -                | \$ 16,699.00    |                   | 0%    |
|     |                                              | CM Insurances                  | \$ 63,444.22    | \$ -                | \$ 63,444.22    |                   | 0%    |
|     |                                              | Performance & Payment Bond     | \$ 53,219.13    | \$ -                | \$ 53,219.13    |                   | 0%    |
|     |                                              | Preconstruction Cost           | \$ 124,710.00   | \$ -                | \$ 124,710.00   | \$ 18,706.50      | 15%   |
|     |                                              |                                | \$ 9,854,135    | \$ -                | \$ 9,854,135    | \$ 1,974,420.35   | 20%   |

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**ATTACHMENT A-2 – BID ALTERNATES**

Outlined below is the current status of bid alternates solicited for the project with respect to how these alternates are being used within Attachment A –1. Specific alternate descriptions are defined below.

Alternate No. 1 – Kitchen Patio Roof  
Total Alternate: \$101,032

Alternate No. 2 – Entrance Portico  
Total Alternate: \$53,133

Alternate No. 3 – Blue Jean / Denim Insulation in lieu of Batt Insulation  
Total Alternate: \$1,900

Alternate No. 4 – Standing Seam Metal Roofing in lieu of Asphalt Shingles  
Total Alternate: \$211,500

Alternate No. 5 – Arriscraft Stone Veneer in lieu of Integral Color Split Face CMU  
Total Alternate: \$27,958

Alternate No. 6 – Stained Wood Trim @ Window Jambs & Sills  
Total Alternate: \$10,318

Alternate No. 7 – K-13 Acoustical Spray @ Underside of Apparatus Bay Roof Deck  
Total Alternate: \$49,728

Alternate No. 8 – Fire Station Logo inset into Lobby Tile Floor  
Option 8A: Waterjet Cut Tile with Brushed Brass Accents: \$15,967  
Option 8C: Digitally Printed Logo on 24"x24" Tile Cut & Inserted into Field Tile: 12,935  
Option 8D: Logo Etched into PT-1 Floor Tiles: \$14,915

Alternate No. 9 – Preferred Manufacturer for Bi-Parting Apparatus Bay Doors  
Total Alternate: \$No Change

Alternate No. 10 – Preferred Manufacturer for Brick  
Total Alternate: \$No Change

Alternate No. 11 – Preferred Manufacturer for Safe-Air/Plymovent Apparatus Bay Vehicle Exhaust System  
Total Alternate: \$No Change

Alternate No. 12 – Preferred Manufacturer for HVSFs in Apparatus Bay  
Total Alternate: \$No Change

Alternate No. 13 – Fluid Applied Air/Water Barrier in lieu of Damp-proofing and Commercial Building Wrap

Total Alternate: \$16,400

Alternate No. 14 – Mezzanine, inclusive of Ships Ladder, Windows Training Door Opening with Rigging Eyes

Total Alternate: \$45,637

Alternate No. 15 – Preferred Manufacturer for BAS

Total Alternate: \$53,000

Alternate No. 16 – Architectural Precast Accent Bands and Headers in lieu of Brick

Total Alternate: \$26,344

Alternate No. 17 – BAS (Also see Alternate #15)

Total Alternate: \$53,000

Alternate No. 18 – BDA/ERRS

Total Alternate: \$90,000

Alternate No. 19 – R-42 Loose Fill Insulation at Wood Trusses in lieu of R-38 Loose Fill Insulation

Total Alternate: \$1,348

### ATTACHMENT A-3 - UNIT PRICES

Outlined below are established unit rates for use in conjunction with the contract agreement to handle unforeseen site conditions which may be encountered during construction. These unit prices specifically are based on trade subcontractor unit rates received during the bid process which includes all trade subcontractor related materials, equipment, labor, taxes, insurance, subcontractor overhead and profit necessary to perform the applicable unit work task with the exception of classification and quantification of unforeseen materials to be accomplished by an independent testing agency and/or licensed surveyor to be engaged / paid for by the Owner. Construction Manager's fee and applicable bond / subcontractor bond / insurance costs are not included within these unit rates and shall be added thereto when calculating total costs. Should project conditions warrant the need for other unit price work tasks not defined below, the applicable unit price for each additional work item will be mutually negotiated between Construction Manager and the Owner.

| NO. | UNIT PRICE DESCRIPTION                                             | UNIT PRICE | UNIT MEASURE |
|-----|--------------------------------------------------------------------|------------|--------------|
| 1   | N/A                                                                |            |              |
| 2   | Mass Rock Removal and Disposal Off-Site                            | \$1.00     | CY           |
| 3   | Trench Rock Removal and Disposal Off-Site                          | \$125.00   | CY           |
| 4   | Unsuitable Soils Removal and Placement On-Site                     | \$10.00    | CY           |
| 5   | Unsuitable Soils Removal and Disposal Off-Site                     | \$22.00    | CY           |
| 6   | Replacement of Removed Rock or Unsuitable Soils with On-Site Soil  | \$10.00    | CY           |
| 7   | Replacement of Removed Rock or Unsuitable Soils with Off-Site Soil | \$24.00    | CY           |
| 8   | Replacement of Removed Rock or Unsuitable Soils with ABC Stone     | \$75.00    | CY           |
| 9   | Replacement of Removed Rock or Unsuitable Soils with #57 Stone     | \$84.00    | CY           |
| 10  | Woven Geo-Textile Fabric In-Place                                  | \$5.00     | SY           |
| 11  | Bi-Axial Geo-Grid in Place                                         | \$7.00     | SY           |
| 12  | French Drain                                                       | \$40.00    | LF           |
| 13  | N/A                                                                |            |              |
| 14  | N/A                                                                |            |              |



Samet Corporation

ATTACHMENT A-4

Printed on Fri Aug 11, 2023 at 04:51 am EDT

Job #: 85-010 Holly Springs Fire Station #3  
0 Cinder Station Rd  
Holly Springs, North Carolina

Current Drawings

| Drawing No.   | Drawing Title                              | Revision | Drawing Date | Received Date | Set                   |
|---------------|--------------------------------------------|----------|--------------|---------------|-----------------------|
| Architectural |                                            |          |              |               |                       |
| A000          | COVER SHEET                                | 0        | 06/20/2023   | 06/20/2023    | Permit Set (06/20/23) |
| A001          | CODE INFORMATION APPENDIX B                | 0        | 06/20/2023   | 06/20/2023    | Permit Set (06/20/23) |
| A002          | LIFE SAFETY PLAN                           | 0        | 06/20/2023   | 06/20/2023    | Permit Set (06/20/23) |
| A003          | WALL TYPES & UL DESIGN DETAILS             | 0        | 06/20/2023   | 06/20/2023    | Permit Set (06/20/23) |
| A100          | OVERALL FIRST FLOOR PLAN                   | 1        | 07/06/2023   | 07/06/2023    | Addendum 1 (07/06/23) |
| A101          | ROOF PLAN                                  | 1        | 07/06/2023   | 07/06/2023    | Addendum 1 (07/06/23) |
| A102          | ENLARGED PARTIAL FLOOR PLAN                | 0        | 06/20/2023   | 06/20/2023    | Permit Set (06/20/23) |
| A103          | ENLARGED PARTIAL FLOOR PLAN                | 0        | 06/20/2023   | 06/20/2023    | Permit Set (06/20/23) |
| A104          | ENLARGED PARTIAL FLOOR PLAN                | 1        | 07/06/2023   | 07/06/2023    | Addendum 1 (07/06/23) |
| A200          | EXTERIOR ELEVATIONS                        | 1        | 07/06/2023   | 07/06/2023    | Addendum 1 (07/06/23) |
| A201          | ENLARGED ELEVATIONS & DETAILS              | 1        | 07/06/2023   | 07/06/2023    | Addendum 1 (07/06/23) |
| A202          | SIGNAGE DETAILS AND MOCK WALL ELEVATION    | 0        | 06/20/2023   | 06/20/2023    | Permit Set (06/20/23) |
| A300          | BUILDING SECTIONS                          | 1        | 07/06/2023   | 07/06/2023    | Addendum 1 (07/06/23) |
| A301          | BUILDING SECTIONS                          | 1        | 07/06/2023   | 07/06/2023    | Addendum 1 (07/06/23) |
| A400          | WALL SECTIONS & DETAILS                    | 1        | 07/06/2023   | 07/06/2023    | Addendum 1 (07/06/23) |
| A401          | WALL SECTIONS                              | 1        | 07/06/2023   | 07/06/2023    | Addendum 1 (07/06/23) |
| A402          | WALL SECTIONS & DETAILS                    | 0        | 06/20/2023   | 06/20/2023    | Permit Set (06/20/23) |
| A403          | WALL SECTIONS & DETAILS                    | 1        | 07/06/2023   | 07/06/2023    | Addendum 1 (07/06/23) |
| A404          | WALL SECTIONS                              | 0        | 07/06/2023   | 07/06/2023    | Addendum 1 (07/06/23) |
| A500          | ENLARGED TOILET ROOM PLANS & DETAILS       | 0        | 06/20/2023   | 06/20/2023    | Permit Set (06/20/23) |
| A501          | TOILET ELEVATIONS AND DETAILS              | 1        | 07/06/2023   | 07/06/2023    | Addendum 1 (07/06/23) |
| A600          | DOOR SCHEDULE & DETAILS                    | 1        | 07/06/2023   | 07/06/2023    | Addendum 1 (07/06/23) |
| A601          | STOREFRONT & WINDOW ELEVATIONS AND         | 0        | 06/20/2023   | 06/20/2023    | Permit Set (06/20/23) |
| A700          | FINISH LEGEND, SCHEDULE, NOTES & CODES     | 2        | 07/06/2023   | 07/06/2023    | Addendum 1 (07/06/23) |
| A701          | FIRST FLOOR FINISH PLAN                    | 1        | 07/06/2023   | 07/06/2023    | Addendum 1 (07/06/23) |
| A702          | INTERIOR TILING DETAILS                    | 1        | 07/06/2023   | 07/06/2023    | Addendum 1 (07/06/23) |
| A703          | INTERIOR TILING DETAILS                    | 1        | 07/06/2023   | 07/06/2023    | Addendum 1 (07/06/23) |
| A704          | ENLARGED PLAN & ELEVATIONS APPARATUS BAY   | 1        | 07/06/2023   | 07/06/2023    | Addendum 1 (07/06/23) |
| A705          | TRANSITIONS & DETAILS                      | 0        | 06/20/2023   | 06/20/2023    | Permit Set (06/20/23) |
| A800          | OVERALL FIRST FLOOR REFLECTED CEILING PLAN | 1        | 07/06/2023   | 07/06/2023    | Addendum 1 (07/06/23) |
| A801          | ENLARGED PARTIAL REFLECTED CEILING PLAN    | 1        | 07/06/2023   | 07/06/2023    | Addendum 1 (07/06/23) |
| A802          | ENLARGED PARTIAL REFLECTED CEILING PLAN    | 0        | 06/20/2023   | 06/20/2023    | Permit Set (06/20/23) |
| A803          | ENLARGED PARTIAL REFLECTED CEILING PLAN    | 1        | 07/06/2023   | 07/06/2023    | Addendum 1 (07/06/23) |





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| Drawing No. | Drawing Title                          | Revision | Drawing Date | Received Date | Set                   |
|-------------|----------------------------------------|----------|--------------|---------------|-----------------------|
| A900        | CASEWORK ELEVATIONS                    | 0        | 06/20/2023   | 06/20/2023    | Permit Set (06/20/23) |
| A901        | CASEWORK SECTIONS                      | 1        | 07/06/2023   | 07/06/2023    | Addendum 1 (07/06/23) |
| A902        | CASEWORK ELEVATIONS                    | 0        | 06/20/2023   | 06/20/2023    | Permit Set (06/20/23) |
| Civil       |                                        |          |              |               |                       |
| C000        | COVER SHEET                            | 1        | 07/20/2023   | 07/20/2023    | Addendum 3 (07/20/23) |
| C100        | OVERALL PLAN                           | 1        | 07/20/2023   | 07/20/2023    | Addendum 3 (07/20/23) |
| C101        | STAKING PLAN                           | 1        | 07/20/2023   | 07/20/2023    | Addendum 3 (07/20/23) |
| C201        | EXISTING CONDITIONS & DEMOLITION PLAN  | 1        | 07/20/2023   | 07/20/2023    | Addendum 3 (07/20/23) |
| C301        | SITE GRADING PLAN                      | 1        | 07/20/2023   | 07/20/2023    | Addendum 3 (07/20/23) |
| C302        | PRE-DEV. DRAINAGE AREAS PLAN           | 0        | 06/20/2023   | 06/20/2023    | Permit Set (06/20/23) |
| C303        | POST-DEV. DRAINAGE AREAS PLAN          | 1        | 07/20/2023   | 07/20/2023    | Addendum 3 (07/20/23) |
| C304        | INLET DRAINAGE AREAS PLAN              | 1        | 07/20/2023   | 07/20/2023    | Addendum 3 (07/20/23) |
| C305        | SCM DRAINAGE AREA PLAN                 | 1        | 07/20/2023   | 07/20/2023    | Addendum 3 (07/20/23) |
| C306        | STORMWATER PROFILES                    | 0        | 06/20/2023   | 06/20/2023    | Permit Set (06/20/23) |
| C401        | EROSION CONTROL PLAN - INITIAL INSTALL | 1        | 07/20/2023   | 07/20/2023    | Addendum 3 (07/20/23) |
| C402        | EROSION CONTROL PLAN                   | 1        | 07/20/2023   | 07/20/2023    | Addendum 3 (07/20/23) |
| C501        | UTILITY PLAN                           | 1        | 07/20/2023   | 07/20/2023    | Addendum 3 (07/20/23) |
| C601        | LANDSCAPE PLAN                         | 1        | 07/20/2023   | 07/20/2023    | Addendum 3 (07/20/23) |
| C701        | EROSION CONTROL DETAILS                | 0        | 06/20/2023   | 06/20/2023    | Permit Set (06/20/23) |
| C702        | EROSION CONTROL DETAILS                | 0        | 06/20/2023   | 06/20/2023    | Permit Set (06/20/23) |
| C703        | EROSION CONTROL DETAILS                | 0        | 06/20/2023   | 06/20/2023    | Permit Set (06/20/23) |
| C704        | EROSION CONTROL DETAILS                | 1        | 07/20/2023   | 07/20/2023    | Addendum 3 (07/20/23) |
| C705        | EROSION CONTROL DETAILS                | 0        | 06/20/2023   | 06/20/2023    | Permit Set (06/20/23) |
| C706        | PLANTING DETAILS                       | 1        | 07/20/2023   | 07/20/2023    | Addendum 3 (07/20/23) |
| C801        | UTILITY DETAILS                        | 0        | 06/20/2023   | 06/20/2023    | Permit Set (06/20/23) |
| C802        | UTILITY DETAILS                        | 0        | 06/20/2023   | 06/20/2023    | Permit Set (06/20/23) |
| C803        | UTILITY DETAILS                        | 0        | 06/20/2023   | 06/20/2023    | Permit Set (06/20/23) |
| C804        | STORM & UTILITY DETAILS                | 1        | 07/20/2023   | 07/20/2023    | Addendum 3 (07/20/23) |
| C901        | SITE DETAILS                           | 0        | 06/20/2023   | 06/20/2023    | Permit Set (06/20/23) |
| C902        | SITE DETAILS                           | 0        | 06/20/2023   | 06/20/2023    | Permit Set (06/20/23) |
| Electrical  |                                        |          |              |               |                       |
| E001        | ELECTRICAL LEGEND AND NOTES            | 1        | 07/06/2023   | 07/06/2023    | Addendum 1 (07/06/23) |
| E002        | ELECTRICAL SPECIFICATIONS              | 0        | 06/20/2023   | 06/20/2023    | Permit Set (06/20/23) |
| E010        | ELECTRICAL SITE PLAN                   | 1        | 07/06/2023   | 07/06/2023    | Addendum 1 (07/06/23) |
| E101        | LIGHTING PLANS                         | 1        | 07/06/2023   | 07/06/2023    | Addendum 1 (07/06/23) |
| E201        | POWER PLANS                            | 1        | 07/06/2023   | 07/06/2023    | Addendum 1 (07/06/23) |
| E301        | SPECIAL SYSTEMS PLANS                  | 1        | 07/06/2023   | 07/06/2023    | Addendum 1 (07/06/23) |
| E401        | ENLARGED ELECTRICAL PLANS              | 0        | 06/20/2023   | 06/20/2023    | Permit Set (06/20/23) |



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| Drawing No.            | Drawing Title                                   | Revision | Drawing Date | Received Date | Set                   |
|------------------------|-------------------------------------------------|----------|--------------|---------------|-----------------------|
| E501                   | ELECTRICAL DETAILS                              | 0        | 06/20/2023   | 06/20/2023    | Permit Set (06/20/23) |
| E502                   | ELECTRICAL DETAILS                              | 0        | 06/20/2023   | 06/20/2023    | Permit Set (06/20/23) |
| E601                   | ELECTRICAL RISER DIAGRAMS                       | 0        | 06/20/2023   | 06/20/2023    | Permit Set (06/20/23) |
| E701                   | LIGHTING FIXTURE SCHEDULE                       | 1        | 07/06/2023   | 07/06/2023    | Addendum 1 (07/06/23) |
| E801                   | PANEL SCHEDULES                                 | 1        | 07/06/2023   | 07/06/2023    | Addendum 1 (07/06/23) |
| <b>Fire Protection</b> |                                                 |          |              |               |                       |
| FA001                  | FIRE ALARM LEGEND AND NOTES                     | 1        | 07/06/2023   | 07/06/2023    | Addendum 1 (07/06/23) |
| FA101                  | FIRE ALARM PLANS                                | 1        | 07/06/2023   | 07/06/2023    | Addendum 1 (07/06/23) |
| FP001                  | FIRE PROTECTION LEGEND AND NOTES                | 1        | 07/06/2023   | 07/06/2023    | Addendum 1 (07/06/23) |
| FP101                  | FIRE PROTECTION PLANS                           | 1        | 07/06/2023   | 07/06/2023    | Addendum 1 (07/06/23) |
| <b>Mechanical</b>      |                                                 |          |              |               |                       |
| M001                   | M001 MECHANICAL LEGEND AND NOTES                | 0        | 06/20/2023   | 06/20/2023    | Permit Set (06/20/23) |
| M002                   | MECHANICAL SCHEDULES                            | 1        | 07/06/2023   | 07/06/2023    | Addendum 1 (07/06/23) |
| M003                   | MECHANICAL DETAILS                              | 1        | 07/06/2023   | 07/06/2023    | Addendum 1 (07/06/23) |
| M004                   | MECHANICAL DETAILS AND VENTILATION SCHEDULES    | 0        | 06/20/2023   | 06/20/2023    | Permit Set (06/20/23) |
| M100                   | MECHANICAL ZONING PLAN                          | 0        | 06/20/2023   | 06/20/2023    | Permit Set (06/20/23) |
| M101                   | MECHANICAL PLAN                                 | 1        | 07/06/2023   | 07/06/2023    | Addendum 1 (07/06/23) |
| M102                   | VEHICLE EXHAUST FLOOR PLAN - MECHANICAL         | 1        | 07/06/2023   | 07/06/2023    | Addendum 1 (07/06/23) |
| M504                   | FIRESTOP DETAILS                                | 0        | 06/20/2023   | 06/20/2023    | Permit Set (06/20/23) |
| <b>Plumbing</b>        |                                                 |          |              |               |                       |
| P001                   | PLUMBING LEGEND, INDEX, AND NOTES               | 0        | 06/20/2023   | 06/20/2023    | Permit Set (06/20/23) |
| P002                   | PLUMBING SCHEDULES                              | 1        | 07/06/2023   | 07/06/2023    | Addendum 1 (07/06/23) |
| P101                   | DRAINAGE PIPING PLAN                            | 1        | 07/06/2023   | 07/06/2023    | Addendum 1 (07/06/23) |
| P102                   | ROOF DRAINAGE PIPING PLAN                       | 0        | 06/20/2023   | 06/20/2023    | Permit Set (06/20/23) |
| P201                   | SUPPLY PIPING PLANS                             | 1        | 07/06/2023   | 07/06/2023    | Addendum 1 (07/06/23) |
| P301                   | PLUMBING GAS PIPING PLAN                        | 0        | 06/20/2023   | 06/20/2023    | Permit Set (06/20/23) |
| P501                   | PLUMBING EQUIPMENT DETAILS                      | 0        | 06/20/2023   | 06/20/2023    | Permit Set (06/20/23) |
| P901                   | WASTE & VENT RISER DIAGRAMS                     | 0        | 06/20/2023   | 06/20/2023    | Permit Set (06/20/23) |
| P902                   | DOMESTIC RISER DIAGRAM                          | 0        | 06/20/2023   | 06/20/2023    | Permit Set (06/20/23) |
| <b>Site Lighting</b>   |                                                 |          |              |               |                       |
| SL01                   | Site Lighting Arrangement                       | 0        | 06/20/2023   | 06/20/2023    | Permit Set (06/20/23) |
| SL02                   | Site Lighting Levels                            | 0        | 06/20/2023   | 06/20/2023    | Permit Set (06/20/23) |
| <b>Structural</b>      |                                                 |          |              |               |                       |
| S001                   | GENERAL NOTES                                   | 0        | 06/20/2023   | 06/20/2023    | Permit Set (06/20/23) |
| S002                   | GENERAL NOTES, ABBREVIATIONS, AND SYMBOL LEGEND | 2        | 07/20/2023   | 07/20/2023    | Addendum 3 (07/20/23) |
| S003                   | STATEMENT OF SPECIAL INSPECTIONS                | 0        | 06/20/2023   | 06/20/2023    | Permit Set (06/20/23) |
| S004                   | STATEMENT OF SPECIAL INSPECTIONS                | 0        | 06/20/2023   | 06/20/2023    | Permit Set (06/20/23) |
| S100                   | FOUNDATION PLAN                                 | 2        | 07/20/2023   | 07/20/2023    | Addendum 3 (07/20/23) |



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| Drawing No. | Drawing Title          | Revision | Drawing Date | Received Date | Set                   |
|-------------|------------------------|----------|--------------|---------------|-----------------------|
| S200        | LOW ROOF FRAMING PLAN  | 1        | 07/06/2023   | 07/06/2023    | Addendum 1 (07/06/23) |
| S210        | HIGH ROOF FRAMING PLAN | 1        | 07/20/2023   | 07/20/2023    | Addendum 3 (07/20/23) |
| S300        | SLAB ON GRADE DETAILS  | 0        | 06/20/2023   | 06/20/2023    | Permit Set (06/20/23) |
| S301        | FOUNDATION DETAILS     | 0        | 06/20/2023   | 06/20/2023    | Permit Set (06/20/23) |
| S302        | FOUNDATION DETAILS     | 0        | 06/20/2023   | 06/20/2023    | Permit Set (06/20/23) |
| S400        | CMU DETAILS            | 0        | 06/20/2023   | 06/20/2023    | Permit Set (06/20/23) |
| S401        | CMU DETAILS            | 0        | 06/20/2023   | 06/20/2023    | Permit Set (06/20/23) |
| S402        | CMU DETAILS            | 0        | 06/20/2023   | 06/20/2023    | Permit Set (06/20/23) |
| S500        | STEEL FRAMING DETAILS  | 1        | 07/06/2023   | 07/06/2023    | Addendum 1 (07/06/23) |
| S600        | TRUSS ELEVATION        | 1        | 07/20/2023   | 07/20/2023    | Addendum 3 (07/20/23) |
| S601        | WOOD ROOF SECTIONS     | 0        | 06/20/2023   | 06/20/2023    | Permit Set (06/20/23) |
| S700        | METAL STUD DETAILS     | 1        | 07/06/2023   | 07/06/2023    | Addendum 1 (07/06/23) |



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ATTACHMENT A-4

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Job #: 85-010 Holly Springs Fire Station #3  
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## Current Specifications

| Number                                               | Description                                         | Revision | Issued Date | Received Date | Set                                   |
|------------------------------------------------------|-----------------------------------------------------|----------|-------------|---------------|---------------------------------------|
| <b>00 - Procurement and Contracting Requirements</b> |                                                     |          |             |               |                                       |
| 000101                                               | Project Title Page                                  | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 000110                                               | Table of Contents                                   | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 003132                                               | Geotechnical Data                                   | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 007200                                               | General Conditions of the Contract for Construction | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 007300                                               | Supplementary Conditions                            | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| <b>01 - General Requirements</b>                     |                                                     |          |             |               |                                       |
| 012100                                               | Allowances                                          | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 012200                                               | Unit Prices                                         | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 012300                                               | Alternates                                          | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 012500                                               | Product Substitutions - Prior to Bid                | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 012513                                               | Product Substitutions-Post Bid                      | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 012600                                               | Contract Modification Procedures                    | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 012900                                               | Payment Procedures                                  | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 012913                                               | State and County Tax Form                           | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 013100                                               | Project Management and Coordination                 | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 013300                                               | Submittal Prodedures                                | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 014000                                               | Quality Requirements                                | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 014100                                               | Special Inspections                                 | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 014200                                               | References                                          | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 014529                                               | Testing Laboratory Services                         | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 015800                                               | Project Identification                              | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 016000                                               | Product Requirements                                | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 017300                                               | Execution Requirements                              | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 017329                                               | Cutting and Patching                                | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 017700                                               | Closeout Procedures                                 | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| <b>03 - Concrete</b>                                 |                                                     |          |             |               |                                       |
| 031000                                               | Concrete Forming and Accessories                    | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 032000                                               | Concrete Reinforcing                                | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 033000                                               | Cast-in-Place Concrete                              | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 034500                                               | Precast Architectural Concrete                      | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| <b>04 - Masonry</b>                                  |                                                     |          |             |               |                                       |
| 042000                                               | Unit Masonry                                        | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |



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|---------------------------------------------|------------------------------------------------------|----------|-------------|---------------|---------------------------------------|
| 047313                                      | Calcium Silicate Manufactured Stone (Alternate 5)    | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| <b>05 - Metals</b>                          |                                                      |          |             |               |                                       |
| 051200                                      | Structural Steel Framing                             | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 053100                                      | Steel Decking                                        | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 054000                                      | Cold-Formed Metal Framing                            | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 055000                                      | Metal Fabrications                                   | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| <b>06 - Wood, Plastics, and Composites</b>  |                                                      |          |             |               |                                       |
| 06 22 00                                    | Millwork                                             | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 061000                                      | Rough Carpentry                                      | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 061600                                      | Sheathing                                            | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 061753                                      | Shop-Fabricated Wood Trusses                         | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 062000                                      | General Carpentry                                    | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 068200                                      | Glass Fiber Reinforced Plastic (FRP)                 | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| <b>07 - Thermal and Moisture Protection</b> |                                                      |          |             |               |                                       |
| 071113                                      | Bituminous Dampproofing (Base Bid)                   | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 071900                                      | Water Repellents                                     | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 072100                                      | Glass-Fiber Loose-Fill Insulation                    | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 072113                                      | Board Insulation                                     | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 072116                                      | Blanket Insulation                                   | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 072119                                      | Foamed-in-place Insulation                           | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 072210                                      | Nailbase Insulation Roof Panels                      | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 072726                                      | Fluid-Applied Membrane Air Barriers (Alternate 13)   | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 073103                                      | Fiberglass-Reinforced Asphalt Shingles - 40 year     | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 074646                                      | Mineral Fiber Cement Panels and Trim                 | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 076113                                      | Standing Seam Metal Roofing                          | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 076200                                      | Sheet Metal Flashing and Trim                        | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 078400                                      | Through-Penetration Firestop Systems                 | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 079000                                      | Sealants                                             | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| <b>08 - Openings</b>                        |                                                      |          |             |               |                                       |
| 081113                                      | Hollow Metal Doors and Frames                        | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 081416                                      | Flush Wood Doors                                     | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 083510                                      | Electrically Operated Steel & Glass Bi-Parting Doors | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 083615                                      | Sectional Aluminum and Glass Overhead Door           | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 084113                                      | Aluminum-Framed Entrances and Storefronts            | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 085213                                      | Aluminum-Clad Wood Windows                           | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 087100                                      | Door Hardware                                        | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 087101                                      | Hardware Schedule                                    | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |



| Number                           | Description                               | Revision | Issued Date | Received Date | Set                                   |
|----------------------------------|-------------------------------------------|----------|-------------|---------------|---------------------------------------|
| 088100                           | Glass Glazing                             | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 089100                           | Louvers (Decorative)                      | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| <b>09 - Finishes</b>             |                                           |          |             |               |                                       |
| 092116                           | Gypsum Board Assemblies                   | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 093000                           | Tiling                                    | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 095100                           | Acoustical Ceilings                       | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 096513                           | Resilient Base and Accessories            | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 096516                           | Luxury Vinyl Flooring                     | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 096566                           | Resilient Athletic Flooring               | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 096726                           | Resinous Flooring                         | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 096813                           | Tile Carpeting                            | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 097200                           | Textile Wall Covering                     | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 098129                           | Sprayed Acoustic Insulation (Alternate 7) | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 099100                           | Painting                                  | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 099860                           | Sanitary Wall Finish                      | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| <b>10 - Specialties</b>          |                                           |          |             |               |                                       |
| 10 18 05                         | Shower Curtains                           | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 101400                           | Signage                                   | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 102613                           | Corner Guards                             | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 102813                           | Toilet Accessories                        | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 104400                           | Fire Extinguishers and Cabinets           | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 105113                           | Lockers and Shelving                      | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 105143                           | Turn-Out Gear Lockers                     | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 107500                           | Flagpoles                                 | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| <b>11 - Equipment</b>            |                                           |          |             |               |                                       |
| 114005                           | Stainless Steel Countertops               | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| <b>12 - Furnishings</b>          |                                           |          |             |               |                                       |
| 122115                           | Horizontal Faux Wood Blinds               | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 122400                           | Window Shades                             | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 123661                           | Quartz Countertops                        | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| <b>13 - Special Construction</b> |                                           |          |             |               |                                       |
| 136000                           | Emergency Vehicle Exhaust Capture System  | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| <b>21 - Fire Suppression</b>     |                                           |          |             |               |                                       |
| 210100                           | Fire Protection General Requirements      | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 210105                           | Fire Protection Submittal Requirements    | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 210532                           | Firestopping for Fire Protection Systems  | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 211300                           | Automatic Sprinkler Systems               | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |

| Number                                                        | Description                                                  | Revision | Issued Date | Received Date | Set                                   |
|---------------------------------------------------------------|--------------------------------------------------------------|----------|-------------|---------------|---------------------------------------|
| <b>22 - Plumbing</b>                                          |                                                              |          |             |               |                                       |
| 220100                                                        | Plumbing General Requirements                                | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 220105                                                        | Plumbing Submittal Requirements                              | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 220529                                                        | Hangers and Supports for Plumbing Systems                    | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 220532                                                        | Firestopping for Plumbing Systems                            | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 220553                                                        | Identification for Plumbing Systems                          | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 220700                                                        | Insulation for Plumbing Systems                              | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 221100                                                        | Domestic Water Systems                                       | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 221300                                                        | Sanitary Waste and Vent Systems                              | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 221600                                                        | Natural Gas Systems                                          | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 224000                                                        | Plumbing Fixtures                                            | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| <b>23 - Heating, Ventilating, and Air Conditioning (HVAC)</b> |                                                              |          |             |               |                                       |
| 230500                                                        | Common Work Results for HVAC                                 | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 230513                                                        | Common Motor Requirements for HVAC Equipment                 | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 230519                                                        | Meters and Gages for HVAC Piping                             | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 230529                                                        | Hangers and Supports for HVAC Piping and Equipment           | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 230548                                                        | Vibration and Seismic Controls for HVAC Piping and Equipment | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 230553                                                        | Identification for HVAC Piping and Equipment                 | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 230593                                                        | Testing, Adjusting, and Balancing for HVAC                   | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 230700                                                        | HVAC Insulation                                              | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 230900                                                        | Direct Digital Control System                                | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 232300                                                        | Refrigerant Piping                                           | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 233113                                                        | Metal Ducts                                                  | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 233300                                                        | Air Duct Accessories                                         | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 233423                                                        | HVAC Power Ventilators                                       | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 233713                                                        | Diffusers, Registers, and Grilles                            | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 233723                                                        | HVAC Gravity Ventilators                                     | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 237200                                                        | Energy Recovery Units                                        | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 238126                                                        | Split-System Air-Conditioners                                | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| <b>26 - Electrical</b>                                        |                                                              |          |             |               |                                       |
| 260010                                                        | Supplemental Requirements for Electrical                     | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 260011                                                        | Facility Performance Requirements for Electrical             | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 260519                                                        | Low-Voltage Electrical Power Conductors and Cables           | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 260526                                                        | Grounding and Bonding for Electrical Systems                 | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 260529                                                        | Hangers and Supports for Electrical Systems                  | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 260533                                                        | Raceway and Boxes for Electrical Systems                     | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 260543                                                        | Underground Ducts and Raceways for Electrical Systems        | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |



Samet Corporation

Printed on Fri Aug 11, 2023 at 04:50 am EDT

Job #: 85-010 Holly Springs Fire Station #3  
0 Cinder Station Rd  
Holly Springs, North Carolina

| Number                                     | Description                                                  | Revision | Issued Date | Received Date | Set                                   |
|--------------------------------------------|--------------------------------------------------------------|----------|-------------|---------------|---------------------------------------|
| 260544                                     | Sleeves and Sleeve Seals for Electrical Raceways and Cabling | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 260548.16                                  | Seismic Controls for Electrical Systems                      | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 260553                                     | Identification for Electrical Systems                        | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 260573.13                                  | Short-Circuit Studies                                        | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 260923                                     | Lighting Control Devices                                     | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 260943                                     | Distributed Digital Lighting Control System                  | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 262416                                     | Panelboards                                                  | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 262726                                     | Wiring Devices                                               | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 262816                                     | Enclosed Switches and Circuit Breakers                       | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 263213.13                                  | Diesel-Engine-Driven Generator Sets                          | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 263600                                     | Transfer Switches                                            | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 264113                                     | Lightning Protection for Structures                          | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 265119                                     | LED Interior Lighting                                        | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 265213                                     | Emergency and Exit Lighting                                  | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 265619                                     | LED Exterior Lighting                                        | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| <b>27 - Communications</b>                 |                                                              |          |             |               |                                       |
| 275319                                     | Emergency Responder Radio Antenna/Repeater System            | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| <b>28 - Electronic Safety and Security</b> |                                                              |          |             |               |                                       |
| 283111                                     | Digital, Addressable Fire-Alarm System                       | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| <b>31 - Earthwork</b>                      |                                                              |          |             |               |                                       |
| 311000                                     | Site Clearing                                                | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 312000                                     | Earth Moving                                                 | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 312500                                     | Erosion and Sediment Controls                                | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 313100                                     | Soil Treatment                                               | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| <b>32 - Exterior Improvements</b>          |                                                              |          |             |               |                                       |
| 321313                                     | Concrete Paving                                              | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 324000                                     | Site Furnishings                                             | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 329000                                     | Planting                                                     | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| <b>33 - Utilities</b>                      |                                                              |          |             |               |                                       |
| 331000                                     | Site Water Utilities                                         | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 333000                                     | Site Sanitary Sewer Utilities                                | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |
| 334000                                     | Site Storm Drainage Utilities                                | 0        | 06/20/23    | 06/23/23      | 100% Construction Documents 6.20.2023 |

#### ATTACHMENT A-5 - ALLOWANCES

Outlined below are the allowances established for use in accordance with the specifications and in conjunction unit prices to handle unforeseen conditions which may be encountered during construction.

| NO. | ALLOWANCE DESCRIPTION                                              | QTY   | UNIT MEASURE | UNIT PRICE | TOTAL PRICE |
|-----|--------------------------------------------------------------------|-------|--------------|------------|-------------|
| 1   | Trade Contingency Allowance per Specs                              | 1     | LS           | \$20,000   | \$20,000    |
| 2   | Mass Rock Removal and Disposal Off-Site                            | 4,000 | CY           | \$1.00     | \$4,000     |
| 3   | Trench Rock Removal and Disposal Off-Site                          | 1,000 | CY           | \$125.00   | \$125,000   |
| 4   | Unsuitable Soils Removal and Placement On-Site                     | 100   | CY           | \$10.00    | \$1,0000    |
| 5   | Unsuitable Soils Removal and Disposal Off-Site                     | 200   | CY           | \$22.00    | \$4,400     |
| 6   | Replacement of Removed Rock or Unsuitable Soils with On-Site Soil  | 100   | CY           | \$10.00    | \$1,0000    |
| 7   | Replacement of Removed Rock or Unsuitable Soils with Off-Site Soil | 100   | CY           | \$24.00    | \$2,4000    |
| 8   | Replacement of Removed Rock or Unsuitable Soils with ABC Stone     | 50    | CY           | \$75.00    | \$3,750     |
| 9   | Replacement of Removed Rock or Unsuitable Soils with #57 Stone     | 50    | CY           | \$84.00    | \$4,200     |
| 10  | Woven Geo-Textile Fabric In-Place                                  | 200   | SY           | \$5.00     | \$1,000     |
| 11  | Bi-Axial Geo-Grid in Place                                         | 200   | SY           | \$7.00     | \$1,400     |
| 12  | French Drain                                                       | 200   | LF           | \$40.00    | \$8,000     |
| 13  | Exterior Site Furnishings Allowance per Specs                      | 1     | LS           | \$10,000   | \$10,000    |
| 14  | Additional Buffer Plantings Allowance per Specs                    | 1     | LS           | \$10,000   | \$10,000    |

\* Allowance funds may be re-purposed to fund cost overruns of another allowance that may be exceeded, up to the point that all allowance funds are depleted.

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**ATTACHMENT A-6 – ASSUMPTIONS & CLARIFICATIONS**

**I. ASSUMPTIONS & CLARIFICATIONS**

- The project schedule is conditioned upon the work of the Duke Energy Operations Campus project being completed in such time as necessary to support the Fire Station #3 project (utility connections and testing, driveway connections, etc.)
- The cost of the sitework included in the GMP is conditioned upon the development agreement between the Town of Holly Springs and Duke Energy such that up to 27,000 cubic yards of soil material exported from the Fire Station #3 is to be placed on the Duke Energy Operations Campus site.
- The Geotechnical Report as prepared by Stewart dated 2/17/2023 and contained within the Architect's Project Manual is recognized and will be used for coordination, however the document itself and requirements thereof are for reference only and are not a bind part of the contract documents. The contract documents define the specific geotechnical related requirements within the site and structural drawings and specifications.
- Unsuitable soils and rock removal have been included up to the quantities included in the specifications.

**II. EXCLUSIONS**

- Costs for any permits, meter fees, impact fees, capacity / use fees or any other fees typically collected / assessed by the Town of Holly Springs or any other Governing Entity for construction related activities have been excluded.
- Independent 3<sup>rd</sup> party material testing and inspections are excluded. This is inclusive of all testing required for Special Inspections as outlined in the Construction Documents.
- No provisions have been made for any cost, expense, activity or responsibility relating to any hazardous substance used, stored, generated or disposed of by owner, its predecessors in title or any party acting on behalf, including asbestos or PCB's incorporated into or present at the project site.
- Costs associated with utility service provider construction (telecom, natural gas, and electrical primary service) have not been included. Empty raceway to the property line for the telecom and electrical primary service are included as shown on the Electrical Site Plan.
- Startup, check-out, and testing and balancing are included within the contract. Additional commissioning or 3<sup>rd</sup> party testing is assumed to be provided by a consultant retained by Town of Holly Springs.



- We will provide utility as-built data and pond as-built data for final as-builts to be prepared by CLH Design. We have not included a full site as-built survey.
- All items referenced as “Future” on the site electrical (sign, EV charging station, etc) are not included in the contract.

| Holly Springs Fire Station #3                                                                                                                                                                                                                                                                                    |                                               | ATTACHMENT A-7 - PROJECT SCHEDULE |           |            | TASK filters: In Progress, Not Started. |     |     |     |     |      |     |     |     |     | Data Date: 11-Aug-23 |     |     |     |     | Run Date: 11-Aug-23 05:52 |     |      |     |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|-----------------------------------|-----------|------------|-----------------------------------------|-----|-----|-----|-----|------|-----|-----|-----|-----|----------------------|-----|-----|-----|-----|---------------------------|-----|------|-----|--|
| Activity ID                                                                                                                                                                                                                                                                                                      | Activity Name                                 | Original Duration                 | Start     | Finish     | 2023                                    |     |     |     |     | 2024 |     |     |     |     |                      |     |     |     |     |                           |     | 2025 |     |  |
|                                                                                                                                                                                                                                                                                                                  |                                               |                                   |           |            | Aug                                     | Sep | Oct | Nov | Dec | Jan  | Feb | Mar | Apr | May | Jun                  | Jul | Aug | Sep | Oct | Nov                       | Dec | Jan  | Feb |  |
| Holly Springs Fire Station #3                                                                                                                                                                                                                                                                                    |                                               | 320                               | 15-Aug-23 | 19-Nov-24  | 19-Nov-24, Holly Springs                |     |     |     |     |      |     |     |     |     |                      |     |     |     |     |                           |     |      |     |  |
| PRECONSTRUCTION PHASE                                                                                                                                                                                                                                                                                            |                                               | 33                                | 15-Aug-23 | 29-Sep-23  |                                         |     |     |     |     |      |     |     |     |     |                      |     |     |     |     |                           |     |      |     |  |
| 100% Construction Documents                                                                                                                                                                                                                                                                                      |                                               | 33                                | 15-Aug-23 | 29-Sep-23  |                                         |     |     |     |     |      |     |     |     |     |                      |     |     |     |     |                           |     |      |     |  |
| A1590                                                                                                                                                                                                                                                                                                            | GMP Approval by Town Council                  | 0                                 |           | 15-Aug-23* |                                         |     |     |     |     |      |     |     |     |     |                      |     |     |     |     |                           |     |      |     |  |
| A1600                                                                                                                                                                                                                                                                                                            | LGC Approval of GMP & Project Funding         | 20                                | 15-Aug-23 | 12-Sep-23  |                                         |     |     |     |     |      |     |     |     |     |                      |     |     |     |     |                           |     |      |     |  |
| A1610                                                                                                                                                                                                                                                                                                            | Execution of GMP Amendment                    | 3                                 | 13-Sep-23 | 15-Sep-23  |                                         |     |     |     |     |      |     |     |     |     |                      |     |     |     |     |                           |     |      |     |  |
| A1620                                                                                                                                                                                                                                                                                                            | CMAR Award Trade Subcontracts / Purchase Orde | 10                                | 18-Sep-23 | 29-Sep-23  |                                         |     |     |     |     |      |     |     |     |     |                      |     |     |     |     |                           |     |      |     |  |
| CONSTRUCTION PHASE                                                                                                                                                                                                                                                                                               |                                               | 297                               | 18-Sep-23 | 19-Nov-24  | 19-Nov-24, CONSTRUCT                    |     |     |     |     |      |     |     |     |     |                      |     |     |     |     |                           |     |      |     |  |
| A2980                                                                                                                                                                                                                                                                                                            | Construction Notice to Proceed                | 0                                 | 18-Sep-23 |            |                                         |     |     |     |     |      |     |     |     |     |                      |     |     |     |     |                           |     |      |     |  |
| Sitework                                                                                                                                                                                                                                                                                                         |                                               | 241                               | 18-Sep-23 | 02-Sep-24  | 02-Sep-24, Sitework                     |     |     |     |     |      |     |     |     |     |                      |     |     |     |     |                           |     |      |     |  |
| A1915                                                                                                                                                                                                                                                                                                            | Start Sitework                                | 0                                 | 18-Sep-23 |            |                                         |     |     |     |     |      |     |     |     |     |                      |     |     |     |     |                           |     |      |     |  |
| A2190                                                                                                                                                                                                                                                                                                            | Perimeter Surveying                           | 2                                 | 18-Sep-23 | 20-Sep-23  |                                         |     |     |     |     |      |     |     |     |     |                      |     |     |     |     |                           |     |      |     |  |
| A2290                                                                                                                                                                                                                                                                                                            | Install Initial Erosion Control Devices       | 5                                 | 21-Sep-23 | 27-Sep-23  |                                         |     |     |     |     |      |     |     |     |     |                      |     |     |     |     |                           |     |      |     |  |
| A2291                                                                                                                                                                                                                                                                                                            | Phase 1 Clearing & Grubbing                   | 7                                 | 29-Sep-23 | 10-Oct-23  |                                         |     |     |     |     |      |     |     |     |     |                      |     |     |     |     |                           |     |      |     |  |
| A2320                                                                                                                                                                                                                                                                                                            | Install Phase 1 Stormwater Control Measures   | 10                                | 29-Sep-23 | 17-Oct-23  |                                         |     |     |     |     |      |     |     |     |     |                      |     |     |     |     |                           |     |      |     |  |
| A2000                                                                                                                                                                                                                                                                                                            | Erosion Control Inspection                    | 1                                 | 19-Oct-23 | 19-Oct-23  |                                         |     |     |     |     |      |     |     |     |     |                      |     |     |     |     |                           |     |      |     |  |
| A2050                                                                                                                                                                                                                                                                                                            | Earthwork and Site Prep                       | 20                                | 20-Oct-23 | 28-Nov-23  |                                         |     |     |     |     |      |     |     |     |     |                      |     |     |     |     |                           |     |      |     |  |
| A2060                                                                                                                                                                                                                                                                                                            | Prepare Building Pad                          | 10                                | 07-Nov-23 | 28-Nov-23  |                                         |     |     |     |     |      |     |     |     |     |                      |     |     |     |     |                           |     |      |     |  |
| A2070                                                                                                                                                                                                                                                                                                            | Building Pad Complete                         | 0                                 |           | 28-Nov-23  |                                         |     |     |     |     |      |     |     |     |     |                      |     |     |     |     |                           |     |      |     |  |
| A2100                                                                                                                                                                                                                                                                                                            | Storm Drainage                                | 9                                 | 30-Nov-23 | 15-Dec-23  |                                         |     |     |     |     |      |     |     |     |     |                      |     |     |     |     |                           |     |      |     |  |
| A2080                                                                                                                                                                                                                                                                                                            | Sanitary Sewer                                | 5                                 | 18-Dec-23 | 27-Dec-23  |                                         |     |     |     |     |      |     |     |     |     |                      |     |     |     |     |                           |     |      |     |  |
| A2890                                                                                                                                                                                                                                                                                                            | Roof Drains                                   | 5                                 | 18-Dec-23 | 27-Dec-23  |                                         |     |     |     |     |      |     |     |     |     |                      |     |     |     |     |                           |     |      |     |  |
| A2090                                                                                                                                                                                                                                                                                                            | Water and Fire Utilities                      | 7                                 | 29-Dec-23 | 09-Jan-24  |                                         |     |     |     |     |      |     |     |     |     |                      |     |     |     |     |                           |     |      |     |  |
| A2120                                                                                                                                                                                                                                                                                                            | Stone Base                                    | 5                                 | 08-May-24 | 14-May-24  |                                         |     |     |     |     |      |     |     |     |     |                      |     |     |     |     |                           |     |      |     |  |
| A2110                                                                                                                                                                                                                                                                                                            | Curb and Gutter                               | 5                                 | 15-May-24 | 21-May-24  |                                         |     |     |     |     |      |     |     |     |     |                      |     |     |     |     |                           |     |      |     |  |
| A2880                                                                                                                                                                                                                                                                                                            | Site Lighting                                 | 5                                 | 22-May-24 | 28-May-24  |                                         |     |     |     |     |      |     |     |     |     |                      |     |     |     |     |                           |     |      |     |  |
| A2140                                                                                                                                                                                                                                                                                                            | Concrete Paving                               | 10                                | 22-May-24 | 04-Jun-24  |                                         |     |     |     |     |      |     |     |     |     |                      |     |     |     |     |                           |     |      |     |  |
| A2150                                                                                                                                                                                                                                                                                                            | Sidewalks                                     | 6                                 | 05-Jun-24 | 12-Jun-24  |                                         |     |     |     |     |      |     |     |     |     |                      |     |     |     |     |                           |     |      |     |  |
| A2160                                                                                                                                                                                                                                                                                                            | Fine Grading                                  | 8                                 | 13-Jun-24 | 24-Jun-24  |                                         |     |     |     |     |      |     |     |     |     |                      |     |     |     |     |                           |     |      |     |  |
| A2900                                                                                                                                                                                                                                                                                                            | Fences and Gates                              | 5                                 | 25-Jun-24 | 01-Jul-24  |                                         |     |     |     |     |      |     |     |     |     |                      |     |     |     |     |                           |     |      |     |  |
| A2170                                                                                                                                                                                                                                                                                                            | Landscaping                                   | 10                                | 02-Jul-24 | 15-Jul-24  |                                         |     |     |     |     |      |     |     |     |     |                      |     |     |     |     |                           |     |      |     |  |
| A2920                                                                                                                                                                                                                                                                                                            | Striping & Signage                            | 5                                 | 16-Jul-24 | 22-Jul-24  |                                         |     |     |     |     |      |     |     |     |     |                      |     |     |     |     |                           |     |      |     |  |
| A2930                                                                                                                                                                                                                                                                                                            | Seed Germination & Stabilize                  | 10                                | 16-Jul-24 | 29-Jul-24  |                                         |     |     |     |     |      |     |     |     |     |                      |     |     |     |     |                           |     |      |     |  |
| A2950                                                                                                                                                                                                                                                                                                            | Remove Temporary Access Drive & Stabilize     | 5                                 | 30-Jul-24 | 05-Aug-24  |                                         |     |     |     |     |      |     |     |     |     |                      |     |     |     |     |                           |     |      |     |  |
| A2970                                                                                                                                                                                                                                                                                                            | NCDEQ Inspection for Pond Conversion          | 5                                 | 06-Aug-24 | 12-Aug-24  |                                         |     |     |     |     |      |     |     |     |     |                      |     |     |     |     |                           |     |      |     |  |
| A3000                                                                                                                                                                                                                                                                                                            | Convert Pond to Permanent BMP                 | 10                                | 13-Aug-24 | 26-Aug-24  |                                         |     |     |     |     |      |     |     |     |     |                      |     |     |     |     |                           |     |      |     |  |
| A2910                                                                                                                                                                                                                                                                                                            | Sitework Complete                             | 5                                 | 27-Aug-24 | 02-Sep-24  |                                         |     |     |     |     |      |     |     |     |     |                      |     |     |     |     |                           |     |      |     |  |
| Building Shell                                                                                                                                                                                                                                                                                                   |                                               | 130                               | 28-Nov-23 | 04-Jun-24  | 04-Jun-24, Building Shell               |     |     |     |     |      |     |     |     |     |                      |     |     |     |     |                           |     |      |     |  |
| <div><div><div></div><div>Actual Work</div></div><div><div></div><div>Remaining Work</div></div><div><div></div><div>Critical Remaining Work</div></div><div><div></div><div>Milestone</div></div><div><div></div><div>Summary</div></div></div> <div>Holly Springs Fire Station #3</div> <div>Page 1 of 3</div> |                                               |                                   |           |            |                                         |     |     |     |     |      |     |     |     |     |                      |     |     |     |     |                           |     |      |     |  |

| Holly Springs Fire Station #3 |                                                |                   |           |           | TASK filters: In Progress, Not Started. |     |     |     |     |                                   |                                                |     |     |     | Data Date: 11-Aug-23 |     |     |     |     | Run Date: 11-Aug-23 05:52 |     |     |                                        |  |  |  |      |  |  |
|-------------------------------|------------------------------------------------|-------------------|-----------|-----------|-----------------------------------------|-----|-----|-----|-----|-----------------------------------|------------------------------------------------|-----|-----|-----|----------------------|-----|-----|-----|-----|---------------------------|-----|-----|----------------------------------------|--|--|--|------|--|--|
| Activity ID                   | Activity Name                                  | Original Duration | Start     | Finish    |                                         |     |     |     |     |                                   |                                                |     |     |     | 2024                 |     |     |     |     |                           |     |     |                                        |  |  |  | 2025 |  |  |
|                               |                                                |                   |           |           | Aug                                     | Sep | Oct | Nov | Dec | Jan                               | Feb                                            | Mar | Apr | May | Jun                  | Jul | Aug | Sep | Oct | Nov                       | Dec | Jan | Feb                                    |  |  |  |      |  |  |
| A2270                         | HM Frame Delivery                              | 0                 |           | 28-Nov-23 |                                         |     |     |     | ◆   | HM Frame Delivery                 |                                                |     |     |     |                      |     |     |     |     |                           |     |     |                                        |  |  |  |      |  |  |
| A2180                         | Start Building Shell Construction              | 0                 | 29-Nov-23 |           |                                         |     |     |     | ◆   | Start Building Shell Construction |                                                |     |     |     |                      |     |     |     |     |                           |     |     |                                        |  |  |  |      |  |  |
| A2200                         | Footings                                       | 8                 | 30-Nov-23 | 12-Dec-23 |                                         |     |     |     | ■   | Footings                          |                                                |     |     |     |                      |     |     |     |     |                           |     |     |                                        |  |  |  |      |  |  |
| A2210                         | Foundation Masonry                             | 5                 | 15-Dec-23 | 22-Dec-23 |                                         |     |     |     | ■   | Foundation Masonry                |                                                |     |     |     |                      |     |     |     |     |                           |     |     |                                        |  |  |  |      |  |  |
| A2220                         | Plumbing Underground RI                        | 5                 | 27-Dec-23 | 04-Jan-24 |                                         |     |     |     | ■   | Plumbing Underground RI           |                                                |     |     |     |                      |     |     |     |     |                           |     |     |                                        |  |  |  |      |  |  |
| A2230                         | Electrical Underground RI                      | 5                 | 27-Dec-23 | 04-Jan-24 |                                         |     |     |     | ■   | Electrical Underground RI         |                                                |     |     |     |                      |     |     |     |     |                           |     |     |                                        |  |  |  |      |  |  |
| A2240                         | Slab Prep and Pour                             | 5                 | 05-Jan-24 | 15-Jan-24 |                                         |     |     |     | ■   | Slab Prep and Pour                |                                                |     |     |     |                      |     |     |     |     |                           |     |     |                                        |  |  |  |      |  |  |
| A2250                         | Masonry Walls - Apparatus Bay                  | 20                | 18-Jan-24 | 26-Feb-24 |                                         |     |     |     |     | ■                                 | Masonry Walls - Apparatus Bay                  |     |     |     |                      |     |     |     |     |                           |     |     |                                        |  |  |  |      |  |  |
| A2260                         | PME and FP In Wall RI/Sleeves                  | 20                | 18-Jan-24 | 26-Feb-24 |                                         |     |     |     |     | ■                                 | PME and FP In Wall RI/Sleeves                  |     |     |     |                      |     |     |     |     |                           |     |     |                                        |  |  |  |      |  |  |
| A2280                         | HM Frame Install                               | 20                | 18-Jan-24 | 26-Feb-24 |                                         |     |     |     |     | ■                                 | HM Frame Install                               |     |     |     |                      |     |     |     |     |                           |     |     |                                        |  |  |  |      |  |  |
| A2420                         | Load Bearing Metal Stud Framing                | 15                | 16-Feb-24 | 14-Mar-24 |                                         |     |     |     |     | ■                                 | Load Bearing Metal Stud Framing                |     |     |     |                      |     |     |     |     |                           |     |     |                                        |  |  |  |      |  |  |
| A2790                         | Set Steel Trusses & Erect Steel Roof Structure | 8                 | 27-Feb-24 | 11-Mar-24 |                                         |     |     |     |     | ■                                 | Set Steel Trusses & Erect Steel Roof Structure |     |     |     |                      |     |     |     |     |                           |     |     |                                        |  |  |  |      |  |  |
| A2440                         | Steel Inspection                               | 1                 | 12-Mar-24 | 12-Mar-24 |                                         |     |     |     |     | ■                                 | Steel Inspection                               |     |     |     |                      |     |     |     |     |                           |     |     |                                        |  |  |  |      |  |  |
| A2380                         | Set Wood Trusses & Wood Roof Sheathing         | 8                 | 15-Mar-24 | 28-Mar-24 |                                         |     |     |     |     | ■                                 | Set Wood Trusses & Wood Roof Sheathing         |     |     |     |                      |     |     |     |     |                           |     |     |                                        |  |  |  |      |  |  |
| A2300                         | Exterior Weather Barrier                       | 5                 | 29-Mar-24 | 05-Apr-24 |                                         |     |     |     |     | ■                                 | Exterior Weather Barrier                       |     |     |     |                      |     |     |     |     |                           |     |     |                                        |  |  |  |      |  |  |
| A2310                         | Install Nailboard and Ice and Water Shield     | 5                 | 29-Mar-24 | 05-Apr-24 |                                         |     |     |     |     | ■                                 | Install Nailboard and Ice and Water Shield     |     |     |     |                      |     |     |     |     |                           |     |     |                                        |  |  |  |      |  |  |
| A2340                         | Windows                                        | 10                | 08-Apr-24 | 19-Apr-24 |                                         |     |     |     |     | ■                                 | Windows                                        |     |     |     |                      |     |     |     |     |                           |     |     |                                        |  |  |  |      |  |  |
| A2390                         | Shingle Roofing                                | 15                | 08-Apr-24 | 30-Apr-24 |                                         |     |     |     |     | ■                                 | Shingle Roofing                                |     |     |     |                      |     |     |     |     |                           |     |     |                                        |  |  |  |      |  |  |
| A2330                         | Brick Veneer and Precast                       | 25                | 08-Apr-24 | 14-May-24 |                                         |     |     |     |     | ■                                 | Brick Veneer and Precast                       |     |     |     |                      |     |     |     |     |                           |     |     |                                        |  |  |  |      |  |  |
| A2370                         | Caulking and Sealants                          | 5                 | 15-May-24 | 21-May-24 |                                         |     |     |     |     | ■                                 | Caulking and Sealants                          |     |     |     |                      |     |     |     |     |                           |     |     |                                        |  |  |  |      |  |  |
| A2350                         | HM Exterior Doors                              | 5                 | 22-May-24 | 28-May-24 |                                         |     |     |     |     | ■                                 | HM Exterior Doors                              |     |     |     |                      |     |     |     |     |                           |     |     |                                        |  |  |  |      |  |  |
| A2780                         | Overhead and Bi-Fold Doors                     | 10                | 22-May-24 | 04-Jun-24 |                                         |     |     |     |     | ■                                 | Overhead and Bi-Fold Doors                     |     |     |     |                      |     |     |     |     |                           |     |     |                                        |  |  |  |      |  |  |
| A2400                         | Building Shell Complete                        | 0                 |           | 04-Jun-24 |                                         |     |     |     |     |                                   | ◆ Building Shell Complete                      |     |     |     |                      |     |     |     |     |                           |     |     | 13-Sep-24, Building Interior & Trimout |  |  |  |      |  |  |
| Building Interior & Trimout   |                                                | 140               | 27-Feb-24 | 13-Sep-24 |                                         |     |     |     |     |                                   | ◆ Start Interior and Trimout                   |     |     |     |                      |     |     |     |     |                           |     |     |                                        |  |  |  |      |  |  |
| A2410                         | Start Interior and Trimout                     | 0                 | 27-Feb-24 |           |                                         |     |     |     |     | ◆                                 | Start Interior and Trimout                     |     |     |     |                      |     |     |     |     |                           |     |     |                                        |  |  |  |      |  |  |
| A2450                         | Interior Masonry                               | 5                 | 27-Feb-24 | 04-Mar-24 |                                         |     |     |     |     | ■                                 | Interior Masonry                               |     |     |     |                      |     |     |     |     |                           |     |     |                                        |  |  |  |      |  |  |
| A2960                         | Light Gauge Framing/hat channels               | 5                 | 01-Apr-24 | 05-Apr-24 |                                         |     |     |     |     | ■                                 | Light Gauge Framing/hat channels               |     |     |     |                      |     |     |     |     |                           |     |     |                                        |  |  |  |      |  |  |
| A2460                         | Plumbing Wall RI                               | 15                | 01-Apr-24 | 19-Apr-24 |                                         |     |     |     |     | ■                                 | Plumbing Wall RI                               |     |     |     |                      |     |     |     |     |                           |     |     |                                        |  |  |  |      |  |  |
| A2480                         | HVAC Wall RI                                   | 15                | 01-Apr-24 | 19-Apr-24 |                                         |     |     |     |     | ■                                 | HVAC Wall RI                                   |     |     |     |                      |     |     |     |     |                           |     |     |                                        |  |  |  |      |  |  |
| A2490                         | Electrical Wall RI                             | 15                | 01-Apr-24 | 19-Apr-24 |                                         |     |     |     |     | ■                                 | Electrical Wall RI                             |     |     |     |                      |     |     |     |     |                           |     |     |                                        |  |  |  |      |  |  |
| A2500                         | Wall PME Inspections                           | 2                 | 22-Apr-24 | 23-Apr-24 |                                         |     |     |     |     | ■                                 | Wall PME Inspections                           |     |     |     |                      |     |     |     |     |                           |     |     |                                        |  |  |  |      |  |  |
| A2540                         | Electrical OH RI                               | 15                | 24-Apr-24 | 14-May-24 |                                         |     |     |     |     | ■                                 | Electrical OH RI                               |     |     |     |                      |     |     |     |     |                           |     |     |                                        |  |  |  |      |  |  |
| A2510                         | Sprinkler OH RI                                | 15                | 24-Apr-24 | 14-May-24 |                                         |     |     |     |     | ■                                 | Sprinkler OH RI                                |     |     |     |                      |     |     |     |     |                           |     |     |                                        |  |  |  |      |  |  |
| A2520                         | HVAC OH RI                                     | 15                | 24-Apr-24 | 14-May-24 |                                         |     |     |     |     | ■                                 | HVAC OH RI                                     |     |     |     |                      |     |     |     |     |                           |     |     |                                        |  |  |  |      |  |  |
| A2530                         | Plumbing OH RI                                 | 15                | 24-Apr-24 | 14-May-24 |                                         |     |     |     |     | ■                                 | Plumbing OH RI                                 |     |     |     |                      |     |     |     |     |                           |     |     |                                        |  |  |  |      |  |  |
| A2990                         | Block Fill and Masonry Point up                | 5                 | 01-May-24 | 07-May-24 |                                         |     |     |     |     | ■                                 | Block Fill and Masonry Point up                |     |     |     |                      |     |     |     |     |                           |     |     |                                        |  |  |  |      |  |  |
| A2650                         | Low Voltage OH RI                              | 5                 | 08-May-24 | 14-May-24 |                                         |     |     |     |     | ■                                 | Low Voltage OH RI                              |     |     |     |                      |     |     |     |     |                           |     |     |                                        |  |  |  |      |  |  |
| A2560                         | OH PME and FP Inspections                      | 2                 | 15-May-24 | 16-May-24 |                                         |     |     |     |     | ■                                 | OH PME and FP Inspections                      |     |     |     |                      |     |     |     |     |                           |     |     |                                        |  |  |  |      |  |  |

Actual Work

Remaining Work

Critical Remaining Work

◆

 Milestone

Summary

Holly Springs Fire Station #3

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# Holly Springs Town Council

## *Town Council Meeting Agenda Cover Sheet*

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### **Agenda Item#: 17.**

#### **New Business**

**Title:** Proposed Amendments to Parking Ordinance

**Strategic Priority Area:** Safe & Friendly

**Staff Resource:** Lindsay Goldstein, Paralegal

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#### **Action(s):**

Adopt Ordinance #23-26 amending the town's Parking Ordinance

#### **Explanation:**

- At the July 18 Town Council meeting, Town Council declared School No Parking Zones 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.
- The declaration allowed staff to move forward with fabrication of signage in time prior to the start of the 2023-24 school year.
- As shared at the July 18 meeting, collective strategies and proposed changes included the creation of a no parking zone, erecting signage and increasing fines and citation amounts based on illegal parking offenses.
- Therefore, staff is requesting amendments to the Town Code of Ordinances, Chapter 12, Article VII, Divisions 1-4, and 6, to include:
  - Increase in fines/penalties
  - Providing law enforcement with additional tools for enforcement
  - Creating safer conditions for all motorists and pedestrians
  - Creating a mechanism for appeals of citations

#### **Background:**

- In early May 2023, the Town began receiving an elevated level of 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.
- 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 met multiple times 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 included:
  - Concerns over parking beyond student parking for sporting events 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
- At the July 18 Town Council meeting, Council declared School No Parking Zones.
- The first day of school for Holly Springs High School is on August 28, 2023.
- 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):**

**Attachment(s):**

1. Proposed Amendments to Parking Ordinance - Ch. 12 - Art. VII FINAL2



**Ordinance No. 23-26**

**Date Submitted:** August 15, 2023

**Date Adopted:** August 15, 2023

**AN ORDINANCE TO AMEND THE TOWN CODE OF THE TOWN OF  
HOLLY SPRINGS, N.C. TO AMEND CHAPTER 12, PUBLIC  
SAFETY, ARTICLE VII, TRAFFIC, VEHICLES AND PARKING**

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

Sections to be revised to read as follows, with additions indicated with underline, and deletions indicated with ~~strikethrough~~:

Division 1:

**Sec. 12-382. Motor vehicles required to be registered; period of registration; fee.**

Every resident motor vehicle operated in the town or on any public right of way or on public property, ~~except motor vehicles temporarily operated for a period or periods of time not exceeding a total of 14 days during any one year, and except motor vehicles operated for display or exhibition purpose by manufacturers or dealers and displaying dealers' license plates issued by the state,~~ shall be registered with the county or otherwise comply with the provisions of N.C.G.S. § 20. The period of registration shall include the 12 months beginning with January 1 of the year of registration; namely, from January 1 to December 31. The fee for registration shall be set from time to time and a schedule of such fee is on file and available in the town offices.

(Code 1982, § 7-1041; Ord. No. 09-05, § 1, 2-17-2009)

**Sec. 12-384. Penalty for Violators.**

Any person violating any provisions of this ~~division~~Article shall ~~upon conviction,~~ be punished in accordance with ~~S~~section 12-517, or other provisions listed in Section 1-6, at the discretion of the officer, 4-6 unless otherwise stated.

(Code 1982, § 7-1034; Ord. No. 09-05, § 1, 2-17-2009)

Division 2:

**Sec. 12-401. Traffic control devices.**

- (a) Definitions. A traffic control device is a sign or other device duly erected by the town and compliant with the Manual on Uniform Traffic Control Devices, such as vehicle control signs and signals. See N.C.G.S. 20-158. This definition does not include no parking, stopping, and standing signs.

- (b) The ~~driveroperator~~ of any vehicle shall obey the directions of any traffic control device placed in accordance with the procedures of the town, subject to certain exceptions which are granted the driver of an authorized emergency vehicle, unless either are otherwise directed by a police officer.
- (c) No provision of this division which provides for signs shall be enforced against an alleged violator if, at the time and place of the alleged violation, such official sign is not ~~in proper position duly erected by the town or North Carolina Department of Transportation~~ or is ~~insufficiently il~~legible to an ordinarily observant person. ~~Whenever a particular ordinance section does not stipulate signs, such section shall be effective without signs being placed to give~~ Notwithstanding this provision, nothing herein shall require the installation of a sign where the offence does not require notice provided by a sign. ~~notice thereof.~~

(Code 1982, § 7-1021; Ord. No. 09-05, § 1, 2-17-2009)

#### **~~Sec. 12-404. Zone of Quiet. Repealed.~~**

~~Whenever authorized signs are placed indicating a zone of quiet, the person operating a motor vehicle within such zone shall not sound the horn or any other warning device, except in an emergency.~~

~~(Code 1982, § 7-1024; Ord. No. 09-05, § 1, 2-17-2009)~~

#### **~~Sec. 12-405 Play Streets. Repealed.~~**

~~Whenever authorized signs are placed designating any street, or part thereof, as a play street, no person shall drive a vehicle upon any such designated street, except persons who have business, or who reside, within the designated area; all such persons shall exercise the greatest care when driving upon any such play street.~~

~~(Code 1982, § 7-1025)~~

#### **Sec. 12-406. School zone.**

Whenever authorized signs are placed designating any street, or part thereof, as a school zone, drivers of motor vehicles and operators of street cars using such street, or part thereof, shall exercise the greatest care for the protection of children. Certain neighborhoods or subdivisions within the Corporate limits are designated School Zone – No Parking. There shall be no parking in these zones for one hour before school begins, until one hour after school ends on days when that school is in session. See Sec. 12-508.1.

(Code 1982, § 7-1026; Ord. No. 09-05, § 1, 2-17-2009)

#### Division 3:

#### **Sec. 12-431. Through truck traffic routes.**

All tractor-trailer trucks used in transporting property and all intercity buses used in transporting persons, which enter the town, destined to any point outside the town, and not taking on or discharging within the town any persons or property, shall travel exclusively on Highway #55, also Rhamkatte and Wilbon Roads, hereby designated as through truck traffic routes.town thoroughfares.

(Code 1982, § 7-1029)

### **Sec. 12-433. Erection of Signs. Repealed.**

The provisions of this division shall be effective upon the erection of appropriate signs giving notice thereof.

(Code 1982, § 7-1031)

#### **Division 4:**

### **Sec. 12-461. Rule of evidence for eEnforcement of parking regulations.**

When signs are erected or painted on streets giving notice thereof, no person shall at any time, except in emergencies, park, stand, or stop (as designated) any vehicle within the area designated as NO PARKING zones appropriately. At the direction of the town manager, when authorized by the town council, The public works director of public safety shall erect or paint signs at locations designated as NO PARKING zones.

#### **Definitions:**

- (a) Park or Parking: Leaving a vehicle attended or unattended while the vehicle is turned off where the vehicle remains in a location for more than is necessary for loading and unloading passengers or cargo. Parking a vehicle on a street or other public area is limited to a period of not more than 48 hours in any one location. Outdoor storage of vehicles (including boats, trailers, recreational vehicles, or other similar devices) for more than 48 hours is not "parking" under this ordinance.
- (b) Residential Street: any street designated as such in the town's Comprehensive Plan, which for purpose of clarity have a speed zone of 20 M.P.H.
- (c) Stop or Stopping: Stopping the movement of any vehicle while occupied and operational other than at a traffic control device whether or not an operator is allowing passengers on or off or transferring cargo.
- (d) Stand or Standing: Stopping the movement of any vehicle while occupied and operational other than at a traffic control device whether an operator is or is not allowing passengers on or off; or transferring cargo.
- (e) Throughfare Street: any street designated as such in the town's Comprehensive Plan, which for purpose of clarity is any street with a speed zone of 35 M.P.H. or greater to include Main Street regardless of speed zone.

(Code 1982, § 7-1051)

### **Sec. 12-462. No parking zones.**

A no parking zone is established on any throughfare street unless parking spaces are designated by solid white lines painted indicating individual parking spaces on the pavement by the town. No signs are required to provide notice of this prohibition.

There shall be no parking in front of any fire hydrant, driveway, in traffic lane, or on sidewalk within the municipality. Additionally, the following zones are hereby designated as NO PARKING zones:

- (1) Elm Street — from Highway 55 to Avent Ferry Road intersection.
- (2) Pine Street — from Highway 55 to Utley Street intersection.
- (3) Maple Street — from Highway 55 to Utley Street.
- (4) That portion of Highway 55 within the municipality.

- ~~(5) Earp Street — from intersection of Blalock Street to intersection of Burt Street.~~
- ~~(6) Both sides of Earp Street from Bass Lake Road to Main Street.~~
- ~~(7) A portion of the 800 block of Stinson Avenue, between Noonday Court and Lacombe Court.~~

(Code 1982, § 7-1052; Ord. No. 15-07, § 1, 6-16-2015; Ord. No. 16-05, § 1, 4-5-2016)

#### **Sec. 12-463. Penalty for violators.**

Persons violating this ~~Article division~~ shall be subject to a civil penalty of \$25.00 for each violation, unless otherwise specified, as well as other penalties as described in Section 12-517.

(Code 1982, § 7-1053)

#### **Sec. 12-464. Notice and procedure.**

(a) *Notice to be affixed.* Whenever a member of the police department of the town or other person charged by ordinance or Charter or by the town council with the enforcement of the provisions of this division regulating the parking of vehicles, shall find that any of such provisions are being or have been violated by the owner or operator of any vehicle, that officer or person shall notify the owner or operator of the vehicle of the violation, by conspicuously attaching to the vehicle a notice or citation, in such form as the town clerk or the town council may determine, which notice or citation shall require the owner or operator to, within 15 days, either (1) report in person to the Town Finance Window town clerk within 48 hours after the violation and provide payment for the penalty, (2) provide payment for the penalty with either a check made payable to the Town of Holly Springs, or making an online payment where applicable, or (3) providing a Notice of Appeal of the citation/penalty. Failure to either pay the penalty or file a notice of appeal may result in additional fines being imposed.

(b) *Contents.*

(1) Such parking violation notice or citation shall, among other things:

- a. State upon its face the amount of the penalty for the specific violation and an amount if the penalty is not paid within 15 days 48 hours from and after the violation;
- b. Notify the offender that a failure to pay the penalty within the prescribed time shall subject the offender to a civil action in the nature of debt for the stated penalty plus an additional penalty or fine, and the potential for an immobilization device to be employed in the amount of \$50.00, together with the cost of the action to be taxed by court;
- c. Further provide that the offender may answer the town parking citation by mailing the citation and the stated penalty to Town Finance Clerk, Town Hall Department, PO Box 8, Holly Springs, N.C. 27540, or may pay the amount at the town hall, and that upon payment, the case or claim and right of action by the city-town will be deemed compromised and settled; and
- d. That the penalty must be either paid or a valid notice of appeal must be filed with the Appeal Review Committee, with a copy to the Finance Department.failure to pay must be cleared with the town clerk. The notice shall further state that if the parking violation citation is not cleared within 60 days48 hours, court action by the filing of a civil complaint for collection of the penalty may be taken, as well as immobilization devices being employed.



(2) As used upon the parking violation citation, the word "cleared" shall mean either:

- a. Payment;
- ~~b. Arrangement for payment to be made, or~~
- c. A valid Notice of Appeal is filed with the Town, pursuant to Sec. 12-467(b). Prima facie showing that the parking citation was received as a result of mistake, inadvertence or excusable neglect.

- (c) *Civil penalty for failure to pay fine.* If any person cited for violation of this section does not pay the fine within three days after he has been cited for violation of this division, such person shall then be subject to a further civil penalty, as described further in Section 12-517. to be recovered by the town in a civil action in the nature of debt. In the event such a civil action is instituted, then, the offender shall be liable for an additional civil penalty of \$50.00 together with costs of the action and reasonable attorneys fees.
- (d) *Violation not a misdemeanor.* Pursuant to G.S. 160A-175(b), violation of this division shall not be a misdemeanor as provided by G.S. 14-4.

(Code 1982, §§ 7-1054, 7-1055)

#### **Sec. 12-465. Settlement of claim.**

The town ~~finance department clerk~~ is authorized to accept payments in full and final settlement of the ~~claim or claims citation. ,rights or rights of action which the town may have to enforce this penalty provided for in this division by civil action in the nature of debt.~~

(Code 1982, § 7-1056)

#### **Sec. 12-467. Appeals process.**

- (a) General Provisions: All persons who wish to appeal a citation must first file an Informal Appeal online as described further in Sec. 12-467(b) below. All Informal Appeals will be considered by the Appeal Review Committee, such members to be appointed by the Town Manager and with the approval of the Town Council. In order to be considered a valid appeal, all fields on any form(s) must be completed, and a copy of the operator's driver's license must be included, along with a copy of the citation being appealed. Applicants may also print and complete forms, and bring them with supporting documentation to Town Hall Finance Department, or by mailing the same to the Town Hall Finance Department. The following shall NOT be considered valid grounds for appeal and any requests for appeal stating such shall be automatically denied:
  - a. Lack of knowledge of the Parking Ordinance;
  - b. A claim that no other vehicles were ticketed;
  - c. Inability to find a legal spot; or
  - d. Failure to have sufficient funds to pay any required fees.
- (b) Initial Informal Appeal: Within 15 days of receipt of a citation, any person who believes they were improperly or incorrectly cited may request an Informal Appeal via the Town of Holly Springs website by clicking the link titled "Online Citation Appeal". In order to have the informal appeal reviewed, all fields must be completed fully and the applicant must upload a photograph of their driver's license and a photograph of the citation being appealed. The applicant may also upload any further documentation that s/he would like considered by the reviewers. Applicants may alternatively print and mail all requested

documentation to the Appeal Review Committee. The applicant will be notified of the determination by e-mail within 15 days of the filing of the request for informal appeal. In the event that the informal appeal is granted, the citation shall be deemed cleared. In the event that the informal appeal is denied, the applicant shall pay the violation amount specified on the citation within 15 days of the date of notice of denial ("Denial Letter").

- (c) Request for Further Review and/or Hearing: An Informal Appeal must be pursued before an applicant can request further review or a hearing. Persons who have requested an Informal Appeal and were denied may file a Request for Further Review within seven (7) days of the date of the denial of the Informal Appeal. The Request for Further Review shall be e-mailed to the person listed in the Denial Letter and shall state clearly the grounds on which the applicant is requesting further review (note: if the Initial Appeal was denied automatically as outlined in paragraphs (a)(1)-(4) above, the applicant is not entitled to further review or a hearing.) If the applicant is requesting a hearing, the applicant shall state the same in the Request for Further Review, along the reasons for requesting a hearing. The Appeal Review Board shall have sole discretion in granting or denying hearings.
- (d) Hearings: Any hearing conducted according to this section shall be an informal administrative hearing, held at the Town Hall. The applicant may present both documentary evidence and testimony, however, the applicant shall be required to provide the Town with copies of all proposed documents and a list of potential witnesses at least five (5) business days prior to the Hearing date. The trier of fact shall issue a written decision within 30 days of the Hearing. The Appeal Review Committee shall be charged with creating more detailed operating procedures, which are not inconsistent with this Section.

#### Division 6:

#### **Sec. 12-508. Stopping, standing or parking prohibited in certain places.**

No person shall stop, stand or park a vehicle, attended or unattended, except when necessary to avoid conflict with other traffic, or in compliance with the directions of a police officer or traffic-control device in any of the following places:

- (1) On the sidewalk.
- (2) Within 15 feet of an intersection or in front of a private driveway, or within five (5) feet on either side of a private driveway.
- (3) On a crosswalk, official golf cart crossing or an official greenway crossing, nor within five (5) feet on either side of such official crossings.
- (4) Within 30 feet of any flashing beacon, stop sign or traffic-control signal located at the side of a street or roadway.
- (5) On either side of any street approaching a railroad underpass, or overhead bridge, within 50 feet in any direction of the outer edge of such underpass or overhead bridge.
- (6) Alongside or opposite any street excavation or obstruction when such stopping, standing or parking would obstruct traffic.
- (7) Upon any bridge or other elevated structure.

- (8) Within 15 feet in either direction of the entrance to a hotel, theater, hospital, or any public building, or a fire hydrant or a fire station.
  - (9) On the roadway side of any vehicle stopped, standing or parked at the edge or curb of a street.
  - (10) Within 25 feet from the intersection of curblines or if none, then within 15 feet of the intersection of property lines at an intersection of highways or streets.
  - (11) Upon any area designated as a fire lane in any public vehicular area, street, highway or roadway or in any mail parking lot or shopping center, unless the parking is temporary for the purpose of loading or unloading supplies or merchandise and the vehicle is not left unattended.
  - (12) In any area other than those designated by lines indicating parking spaces in town-owned parking lots.
  - (13) Within 15 feet in either direction of a mailbox located adjacent to any street or highway, ~~between the hours of 9:00 am and 5:00 pm, every day except Sundays and Federal holidays.~~
  - (14) On any public street or highway which has been clearly marked with travel lanes, unless the travel lane is of sufficient width to allow another vehicle of any size to pass safely in the same travel lane without causing it to cross into another travel lane.
  - (15) In a space designated in conformance with G.S. 20-37.6(d) for handicapped or visually impaired persons, when the vehicle does not display the distinguishing license plate or placard as required by state statute.
  - (16) In a manner so as to obstruct a curb ramp or curb cut for handicapped persons, as provided for by the state building code or as designated in G.S. 136-14.14.
  - (17) In any area upon a public street which has been clearly marked as a bicycle travel lane.
  - (18) In any area upon a public street which has been clearly marked by a sign duly erected prohibiting stopping, standing or parking.
- (Ord. No. 05-10, pt. I(8-7008), 8-2-2005; Ord. No. 16-03, § 1, 2-2-2016)

State law reference(s)—Similar provisions, G.S. 20-162.

**Sec. 12-508.1. No Parking, Stopping or Standing in School Zones – Restricted Hours.**

There shall be no parking, stopping or standing in any zone deemed a school zone located within the corporate Town limits, for the period of one hour before school begins to one hour after school concludes on days when school is in session. (For more information regarding school calendars and session hours generally, please refer to the Wake County Public School System website.)

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

It shall be unlawful for any vehicle to park on any roadway or in any designated parking space within a town park or recreation facility except for specific use of the park or facility. Parking at all town parks and recreation facilities shall be for parks and recreation patrons only.

Violation of this section shall be a misdemeanor and vehicles in violation will be issued a citation and/or may be subject to immobilization devices towed at vehicle owner's expense.

(Ord. No. 05-10, pt. I(8-7013), 8-2-2005)

**Sec. 12-517. Fines and Penalties for Parking/Non-Moving Violations.**

Unless otherwise stated, the penalties for violation of this Article are as follows:

**(1) First Offense:**

|                                                                                                                                                                                                                                                                                                   |              |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| a. <u>No Parking Zone</u>                                                                                                                                                                                                                                                                         | <u>\$25</u>  |
| b. <u>Parking in Safety Zone</u>                                                                                                                                                                                                                                                                  | <u>\$25</u>  |
| c. <u>Obstructing Traffic</u>                                                                                                                                                                                                                                                                     | <u>\$25</u>  |
| d. <u>Parking Wrong Direction</u>                                                                                                                                                                                                                                                                 | <u>\$25</u>  |
| e. <u>Parking Outside Designated Space</u>                                                                                                                                                                                                                                                        | <u>\$25</u>  |
| f. <u>Illegal Parking (§ 12-506)</u>                                                                                                                                                                                                                                                              | <u>\$25</u>  |
| <u>(on sidewalk; blocking driveway/w/in 5 ft; blocking official crossing/w/in 5 ft; w/in 30 ft of traffic control device; too close to underpass/bridge; too close to railroad; on bridge/overpass; blocking entrance to public facility; too close to intersection; parking in bicycle lane)</u> |              |
| g. <u>Section 12-508 Infractions (all)</u>                                                                                                                                                                                                                                                        | <u>\$25</u>  |
| h. <u>No Parking School Zone – Certain Hours</u>                                                                                                                                                                                                                                                  | <u>\$25</u>  |
| i. <u>Over Time Limit</u>                                                                                                                                                                                                                                                                         | <u>\$25</u>  |
| j. <u>Trailer/Oversize Vehicle violation</u>                                                                                                                                                                                                                                                      | <u>\$25</u>  |
| k. <u>Unauthorized parking in Parks &amp; Rec facility</u>                                                                                                                                                                                                                                        | <u>\$25</u>  |
| l. <u>Parking in Fire Lane (§ 12-508(11))</u>                                                                                                                                                                                                                                                     | <u>\$50</u>  |
| m. <u>Parking Designated Handicap Space without valid Placard (§ 12-508(15))</u>                                                                                                                                                                                                                  | <u>\$100</u> |
| <hr/>                                                                                                                                                                                                                                                                                             |              |
| n. <u>Parking so as to obstruct curb cuts designated for Handicap access (§12-508(16))</u>                                                                                                                                                                                                        | <u>\$100</u> |

(2) Second Offense (of same provision): If any person shall be found in violation of an enumerated infraction as detailed above in § 12-517(1)(a-n) for a second time, the fine above shall be doubled. A certified letter shall also be sent to the registered owner of the vehicle informing him/her of the same, however failure of the violator's receipt of the letter shall not invalidate the offense.

(3) Third Offense (of same provision): If any person shall be found in violation of an enumerated infraction as detailed above in § 12-517(1)(a-n) for a third time, the fine above shall be doubled, and the vehicle shall be subject to the employment of an immobilization device. Removal of said device shall only be done upon payment in full of all fines and penalties, which shall include any administrative costs of the immobilization device.

(4) Failure to Pay/Appeal in Prescribed Period: if a person, after receipt of a citation, fails to either pay the required penalty or file a valid notice of appeal, within the prescribed period,

~~the fine or penalty shall automatically double in amount after thirty (30) days. If the failure to pay continues beyond sixty (60) days, the vehicle may become subject to employment of an immobilization device. a fine levied under this section shall be a maximum of \$50.00 per day, with each day constituting a separate and distinct violation. At the discretion of the issuing officer, a civil penalty may be assessed, payable to the Town of Holly Springs Finance Department, and recoverable by the Town in a civil action by failure to pay within 30 days, pursuant to G.S. 160A-175(c). Otherwise, the violation shall be an infraction with a maximum fine amount of \$50.00, and jurisdiction shall be proper in the general court of justice for Wake County.~~

(Ord. No. 05-10, pt. I(8-7050), 8-2-2005)

Adopted this, the 15<sup>th</sup> day of August, 2023.

**Town of Holly Springs by**

**ATTEST:**

\_\_\_\_\_  
Sean Mayefskie, Mayor

\_\_\_\_\_  
Linda McKinney, Town Clerk







# Holly Springs Town Council

## *Town Council Meeting Agenda Cover Sheet*

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### **Agenda Item#: 18.**

#### **New Business**

**Title:** Operations Campus Phase 1B - Architectural and Engineering Services Proposal

**Strategic Priority Area:** Responsible & Balanced Growth  
Organizational Excellence

**Staff Resource:** Kimberly Keyes, Utilities and Infrastructure

---

#### **Action(s):**

Approve the Architectural and Engineering Services Proposal by ADW Architects for \$3,147,000 for the Operations Campus Phase 1B.

#### **Explanation:**

The Architectural and Engineering contract will enable the architect to provide:

- Design Development, Construction Documents, and Construction Phase Services.
- New Administration Building for the Utilities and Infrastructure Department, Public Works Management Team, 311, and Development Services overflow space.
- New Public Works Building for the Public Works Maintenance Team, Collections, and Distribution Team with Climate Control Storage and covered storage.
- New Customer Conference Center.
- Associated site work.
- The total cost includes design contingencies.
- The construction delivery method is Construction Manager at Risk (CMAR). Benefits of CMAR include:
  - Early collaboration between the architect and contractor
  - Greater budgetary control
  - Responsible for project overages
  - Early procurement of materials
  - Controlled project schedule
  - Prequalifies first-tier contractors

#### **Background:**

- The current and future space needs at Public Works and Town Hall greatly exceed the capacity of both buildings. Therefore, a new Operations Campus that will consist of a new Fleet Maintenance building, Administration Building, and Operations Building is being designed by ADW Architects.
- Phase 1 will consist of a new Administration Building, Operations Building, and Convenience Center. Construction is anticipated to begin in the summer of 2024.
- The future Operations Building will be located adjacent to the Utle Creek Water Reclamation Facility.
- NCDOT will be constructing the southern access road that will run across the northern

property line of the future Operations Campus. That work is anticipated to begin in winter 2023.

**Funding Source(s):**

Community Investment Plan

**Attachment(s):**

1. 08\_10\_2023 19955 - ADW Design Contract Operations Campus Phase 1B

# **AIA® Document B133® – 2019**

## ***Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition***

**AGREEMENT** made as of the **Third** day of **August** in the year **Two Thousand and Twenty-Three**

*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:

*(Name, legal status, address, and other information)*

**Town of Holly Springs**

**128 S. Main Street**

**Holly Springs, NC 27540**

and the Architect:

*(Name, legal status, address, and other information)*

**ADW Architects, PA**

**2815 Coliseum Centre Drive, Suite 500**

**Charlotte, NC 28217**

for the following Project:

*(Name, location, and detailed description)*

**Operations Center Phase 1/B**

The Construction Manager (if known):

*(Name, legal status, address, and other information)*

**Edifice General Contractors**

**4111 South Boulevard**

**Charlotte, NC 28209**

The Owner and Architect agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; A133–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

**This agreement is based on the attached A & E Services Proposal Letter dated July 27, 2023.**

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

**The Owner's program to be used for this project was completed previously during Phase 1/A of the project.**

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

**The project consists of the following elements;**

- **Administration Building**
- **Operations Building**
- **Multiple Covered Parking/Storage Structures (may be removed based on value engineering)**
- **Citizens Convenience Center**
- **Associated Site Work**

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:Oper

*(Provide total and, if known, a line item breakdown.)*

**The budget for the cost of the work is approximately \$37,500,000.**

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§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

**To Be Determined**

.2 Construction commencement date:

**To Be Determined**

.3 Substantial Completion date or dates:

**To Be Determined**

.4 Other milestone dates:

**To Be Determined**

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:  
(Indicate agreement type.)

☒ [ X ] AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

☐ [ ] AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:

**Not Applicable**

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:  
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

**Not Applicable**

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:  
(List name, address, and other contact information.)

**Kimberly Keyes**  
**Facilities and Site Project Manager**  
**Town of Holly Springs – Utilities and Infrastructure Department**  
**128 S. Main Street**  
**Holly Springs, NC 27540**

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§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:  
(List name, address, and other contact information.)

None

§ 1.1.10 The Owner shall retain the following consultants and contractors:  
(List name, legal status, address, and other contact information.)

- .1 Construction Manager:  
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.22)

**Edifice General Contractors**  
**4111 South Boulevard**  
**Charlotte, NC 28209**

(Paragraphs deleted)

- .2 Other consultants and contractors:  
(List any other consultants and contractors retained by the Owner.)

**Surveying**  
**Geotechnical Engineering/Testing**  
**IT/Data/Telecommunications & Audio Visual & CCTV & Security Systems Consultants**  
**Construction Materials & Compaction Testing Consultant**  
**Hazardous Materials Testing and Abatement Consultant (if needed)**  
**Special Inspections Consultant**  
**Radio Communications Consultant (Back-up EOC)**  
**SCADA Design Consultant**

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:  
(List name, address, and other contact information.)

**Keith Carlyon – Managing Principal**

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:  
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

- .1 Structural Engineer:  
**STEWART**  
**101 North Tryon Street, Suite 1400**  
**Charlotte, NC 28246**
- .2 Mechanical, Electrical & Plumbing Engineering:  
**AME Consulting Engineers P.C.**  
**413 Dalton Avenue, Suite A**  
**Charlotte, NC 28206**

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**.3 Site/Civil Engineering and Landscape Architecture:**

**CLH Design  
400 Regency Forest Dr.  
Suite 120  
Cary, NC 27518**

**§ 1.1.12.2 Consultants retained under Supplemental or Additional Services:**

**AME Consulting Engineers P.C.  
413 Dalton Avenue, Suite A  
Charlotte, NC 28206**

**CLH Design  
400 Regency Forest Dr.  
Suite 120  
Cary, NC 27518**

**§ 1.1.13 Other Initial Information on which the Agreement is based:**

**See attached Exhibit A, Architect's written proposal letter dated July 27, 2023.**

**§ 1.2** The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

**§ 1.3** The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

**§ 1.3.1** Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

**ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

**§ 2.1** The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

**§ 2.2** The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

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§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 **Insurance.** The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than **One Million Dollars (\$ 1,000,000 )** for each occurrence and **Two Million Dollars (\$ 2,000,000 )** in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than **One Million Dollars (\$ 1,000,000 )** per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than **One Million Dollars (\$ 1,000,000 each accident, One Million Dollars (\$ 1,000,000 ) each employee, and One Million Dollars (\$ 1,000,000 ) policy limit.**

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than **Two Million Dollars (\$ 2,000,000 ) per claim and Two Million Dollars (\$ 2,000,000 ) in the aggregate.**

§ 2.6.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Civil engineering & landscape architecture services will also be provided. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy,

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completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

**§ 3.1.3** As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

**§ 3.1.4** The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

**§ 3.1.5** The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval.

**§ 3.1.6** The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

**§ 3.1.7** The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

**§ 3.1.8** Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

### **§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate**

**§ 3.2.1** At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

**§ 3.2.2** Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

### **§ 3.3 Schematic Design Phase Services**

**§ 3.3.1** The Architect shall review the program, and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

**§ 3.3.2** The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

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**§ 3.3.3** The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

**§ 3.3.4** Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

**§ 3.3.5** Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

**§ 3.3.5.1** The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

**§ 3.3.5.2** The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

**§ 3.3.6** The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

**§ 3.3.7** Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

**§ 3.3.8** In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

#### **§ 3.4 Design Development Phase Services**

**§ 3.4.1** Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

**§ 3.4.2** Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

**§ 3.4.3** Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.



### **§ 3.5 Construction Documents Phase Services**

**§ 3.5.1** Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

**§ 3.5.2** The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

**§ 3.5.3** During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

**§ 3.5.4** Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

**§ 3.5.5** Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

### **§ 3.6 Construction Phase Services**

#### **§ 3.6.1 General**

**§ 3.6.1.1** The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

**§ 3.6.1.2** Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

**§ 3.6.1.3** The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

#### **§ 3.6.2 Evaluations of the Work**

**§ 3.6.2.1** The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed,

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and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

**§ 3.6.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 3.6.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.6.2.4** Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**§ 3.6.2.5** Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

### **§ 3.6.3 Certificates for Payment to Construction Manager**

**§ 3.6.3.1** The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

**§ 3.6.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

**§ 3.6.3.3** The Architect shall maintain a record of the Applications and Certificates for Payment.

### **§ 3.6.4 Submittals**

**§ 3.6.4.1** The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

**§ 3.6.4.2** The Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques,

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sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 3.6.4.3** If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

**§ 3.6.4.4** Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

**§ 3.6.4.5** The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

### **§ 3.6.5 Changes in the Work**

**§ 3.6.5.1** The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

**§ 3.6.5.2** The Architect shall maintain records relative to changes in the Work.

### **§ 3.6.6 Project Completion**

**§ 3.6.6.1** The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

**§ 3.6.6.2** The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

**§ 3.6.6.3** When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

**§ 3.6.6.4** The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

#### ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

##### § 4.1 Supplemental Services

§ 4.1.1 Unless noted as being included in Basic Services, the services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

| Supplemental Services                                                                             | Responsibility<br>(Architect, Owner, or not provided) |
|---------------------------------------------------------------------------------------------------|-------------------------------------------------------|
| <i>(Rows deleted)</i>                                                                             |                                                       |
| § 4.1.1.1 Building Information Model management responsibilities                                  | Not Provided                                          |
| § 4.1.1.2 Development of Building Information Models for post construction use                    | Not Provided                                          |
| § 4.1.1.3 Cost Estimating                                                                         | Owner (through CM@Risk)                               |
| § 4.1.1.4 Onsite Project Representation                                                           | Not Provided                                          |
| § 4.1.1.5 Record Drawings                                                                         | Architect (included in Basic Services)                |
| § 4.1.1.6 Coordination of the Owner's consultants                                                 | Owner/Architect (included in Basic Services)          |
| § 4.1.1.7 IT/Data/Telecommunications, Audio Visual, CCTV/ Security Systems Design and Procurement | Owner                                                 |
| § 4.1.1.8 Site Surveying                                                                          | Owner                                                 |
| § 4.1.1.9 Geotechnical Engineering/Testing/Services                                               | Owner                                                 |
| <i>(Row deleted)</i>                                                                              |                                                       |
| § 4.1.1.10 Construction Materials & Compaction Testing                                            | Owner                                                 |
| <i>(Row deleted)</i>                                                                              |                                                       |
| § 4.1.1.11 Hazardous Materials Testing & Abatement                                                | Owner                                                 |
| <i>(Row deleted)</i>                                                                              |                                                       |
| § 4.1.1.12 Special Inspections                                                                    | Owner                                                 |
| <i>(Row deleted)</i>                                                                              |                                                       |
| § 4.1.1.13 Off Site Public Sewer Extension or Onsite Private Pump Station                         | Architect                                             |
| <i>(Row deleted)</i>                                                                              |                                                       |
| § 4.1.1.14 Off Site Public Water and Reclaim Water Extension                                      | Architect                                             |
| <i>(Row deleted)</i>                                                                              |                                                       |
| § 4.1.1.15 Off Site Public Road Extension (Bumgardner Road)                                       | Architect                                             |
| <i>(Row deleted)</i>                                                                              |                                                       |
| § 4.1.1.16 Off Site Public Road Extension (Southern Access Road)                                  | Architect                                             |
| <i>(Row deleted)</i>                                                                              |                                                       |
| § 4.1.1.17 Rezoning and Comprehensive Plan Amendment                                              | Architect                                             |
| <i>(Row deleted)</i>                                                                              |                                                       |
| § 4.1.1.18 Tree Survey (Provided by CLH Design Through Leaf & Limb                                | Architect                                             |
| <i>(Row deleted)</i>                                                                              |                                                       |

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|---------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| § 4.1.1.19 Traffic Impact Analysis (Provided by CLH Design Through Bolton & Menk)                                                           | Architect       |
| (Row deleted)                                                                                                                               |                 |
| § 4.1.1.20 Plumbing Design For A Reclaim/Gray Water System                                                                                  | Architect       |
| (Rows deleted)                                                                                                                              |                 |
| § 4.1.1.21 Building Commissioning                                                                                                           | Architect       |
| (Row deleted)                                                                                                                               |                 |
| § 4.1.1.22 Furniture design/selection/procurement services                                                                                  | Architect/Owner |
| (Rows deleted)                                                                                                                              |                 |
| § 4.1.1.23 Other services provided by specialty Consultants                                                                                 | Owner           |
| § 4.1.1.24 See Attached Exhibit A - Architectural & Engineering Services Written Proposal Letter for Other Services not Included in the Fee | Owner           |

(Rows deleted)

#### § 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

#### Record Drawings –

The Architect will provide Record Drawings as part of the Basic Services Contract.

#### Coordination of Owner's Consultants –

The Owner and Architect will coordinate with the Owner's consultants, as part of the basic services contract.

#### Off Site Public Sewer Extension or Onsite Private Pump Station –

CLH Design will provide Design Services for an Off Site Public Sewer Extension or Onsite Private Pump Station. See Exhibit A, Attachment A for more information.

#### Off Site Public Water and Reclaim Water Extension –

CLH Design will provide Design Services for an Off Site Public Water and Reclaim Water Extension. See Exhibit A, Attachment A for more information.

#### Off Site Public Road Extension (Bumgardner Road) –

CLH Design will provide Design Services for an Off Site Public Road Extension (Bumgardner Road). See Exhibit A, Attachment A for more information.

#### Off Site Public Road Extension (Southern Access Road) –

CLH Design will provide Design Services for an Off Site Public Road Extension (Southern Access Road). See Exhibit A, Attachment A for more information.

#### Rezoning and Comprehensive Plan Amendment –

CLH Design will provide Design Services for a Rezoning and Comprehensive Plan Amendment. See Exhibit A, Attachment A for more information.

#### Tree Survey –

CLH Design will provide Design Services for a Tree Survey. See Exhibit A, Attachment A for more information.

#### Traffic Impact Analysis –

CLH Design will provide Design Services for a Traffic Impact Analysis. See Exhibit A, Attachment A for more information.

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**Plumbing Design for a Reclaim/Gray Water System –**

As an optional additional service, Optima Engineering would provide plumbing design for a reclaim/gray water system in the Administration Building and the Operations Building.

**Building Commissioning –**

As an optional additional service, Optima Engineering would provide Basic Commissioning services to meet the minimum code requirements for commissioning as indicated in the 2018 NCECC, C408 C-1 for the Administration Building and the Operations Building.

**Furniture Design/Selection/Procurement Services –**

As an optional additional service, Architect would work with the owner to provide furniture design/selection/procurement services. Owner will assist and be responsible for procurement of the furniture.

**§ 4.1.2.2** A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

**Owner will provide services listed under Sections 4.1.1.3, 4.1.1.8, 4.1.1.9, 4.1.1.10, 4.1.1.11, 4.1.1.12, 4.1.1.13, 4.1.1.23, 4.1.1.24, 4.1.1.25 through themselves, other consultants or vendors.**

**§ 4.1.3** If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

**§ 4.2 Architect's Additional Services**

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

**§ 4.2.1** Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect;
- .12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .13 Services necessitated by the Owner's delay in engaging the Construction Manager;
- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and
- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 **Two ( 2 )** reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 **Site visits every two weeks** by the Architect when substantial work is being done onsite for **eighteen (18)** months of construction.
- .3 **Two ( 2 )** inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 **Two ( 2 )** inspection for any portion of the Work to determine final completion.
- .5 Up to **Twenty-Four (24)** visits to the site by the Site/Civil Engineering Consultant during the **eighteen (18)** month construction duration
- .6 Up to **Twelve (12)** visits to the site by the Structural Engineering Consultant during the **eighteen (18)** month construction duration
- .7 Up to **Eighteen(18)** visits to the site by the MEP Engineering Consultant during the **eighteen (18)** month construction duration

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

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§ 4.2.5 If the services covered by this Agreement have not been completed within ( ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall

require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager,

shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

**§ 6.5** If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

**§ 6.6** If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

**§ 6.7** After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

## **ARTICLE 7 COPYRIGHTS AND LICENSES**

**§ 7.1** The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

**§ 7.2** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

**§ 7.3** The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

**§ 7.3.1** In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

**§ 7.4** Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

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§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### § 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 The method of binding dispute resolution shall be the following:  
(Check the appropriate box.)

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- [ X ] Arbitration pursuant to Section 8.3 of this Agreement
- [ ] Litigation in a court of competent jurisdiction
- [ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

### § 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### § 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the

interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

**Mutually Agreeable Amount**

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

## **ARTICLE 10 MISCELLANEOUS PROVISIONS**

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

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§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum  
(Insert amount)

(Paragraphs deleted)

**Lump Sum Fee of \$2,834,000**

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

- |                                                                    |          |
|--------------------------------------------------------------------|----------|
| 1. Off Site public sewer extension or on-site private pump station | \$47,500 |
| 2. Off Site public water and reclaim water extension               | \$57,000 |

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|                                                                                                                  |                   |
|------------------------------------------------------------------------------------------------------------------|-------------------|
| 3. Off Site public road extension (Bumgardner Road)                                                              | \$65,000          |
| 4. Off Site public road extension (Southern Access Road)                                                         | \$85,000          |
| 5. Rezoning and comprehensive plan amendment                                                                     | \$24,500          |
| 6. Tree Survey (provided by CLH Design through Leaf & Limb)                                                      | \$5,000           |
| 7. Traffic Impact Analysis (provided by CLH Design through Bolton & Menk)                                        | \$29,000          |
| 8. Plumbing design for a reclaim/gray water system in the buildings                                              | \$20,000          |
| 9. Code required Commissioning Services for the Administration Building and Operations building (NCECC C408 C-1) | \$120,000         |
| 10. Furniture Design/Selection/Procurement Services                                                              | Hourly @ \$120/hr |

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation.)

**Hourly based on rates shown in Exhibit B or a mutually agreed upon lump sum fee.**

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus **Zero** percent ( **0** %), or as follows:  
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

|                              |                    |           |           |    |
|------------------------------|--------------------|-----------|-----------|----|
| Schematic Design Phase       | <b>Fifteen</b>     | percent ( | <b>15</b> | %) |
| Design Development Phase     | <b>Twenty-Five</b> | percent ( | <b>25</b> | %) |
| Construction Documents Phase | <b>Forty</b>       | percent ( | <b>40</b> | %) |
| Construction Phase           | <b>Twenty</b>      | percent ( | <b>20</b> | %) |
| Total Basic Compensation     | one hundred        | percent ( | 100       | %) |

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect are set forth below. The rates shall be adjusted in accordance with the Architect's normal review practices.  
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

**See Exhibit B**

| Employee or Category | Rate (\$0.00) |
|----------------------|---------------|
|----------------------|---------------|

Init.



**§ 11.8 Compensation for Reimbursable Expenses**

**§ 11.8.1** Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

**\*All Drawing printing (process, permitting, construction)**

**\*Project manual printing (specifications)**

*(Paragraph deleted)*

**\*Postage and handling of permitting and bid documents only**

**\*Newspaper ads for bidding**

*(Paragraph deleted)*

**\*Mounting, foam core, etc. for owner-requested presentation drawings**

**\*FedEx or rush delivery**

*(Paragraphs deleted)*

**\*Regulatory application fees, filing fees, review fees, permit fees, etc.**

**§ 11.8.2** For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus **Zero** percent ( **0** %) of the expenses incurred.

**§ 11.9 Architect's Insurance.** If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)*

**§ 11.10 Payments to the Architect**

**§ 11.10.1 Initial Payments**

**§ 11.10.1.1** An initial payment of **Zero** ( \$ **0** ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

**§ 11.10.1.2** If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ( \$ ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

**§ 11.10.2 Progress Payments**

**§ 11.10.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid **Thirty** ( **30** ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

**8% per annum**

**§ 11.10.2.2** The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

**§ 11.10.2.3** Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

*(Include other terms and conditions applicable to this Agreement.)*

**E-VERIFY – The Architect shall comply with the requirements of Article 2, G.S. 64-26 of North Carolina General Statutes.**

**ARTICLE 13 SCOPE OF THE AGREEMENT**

**§ 13.1** This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

**§ 13.2** This Agreement is comprised of the following documents identified below:

- .1 AIA Document B133™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition

(Paragraphs deleted)

- .2 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

[  
(Paragraphs deleted)

X]

Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

**Exhibit A – Architectural & Engineering Services Proposal Letter dated July 27, 2023**

**Exhibit B – Schedule of Hourly Rates**

**Exhibit C – Schedule of Reimbursable In-House Printing Rates**

(Paragraph deleted)

**Town of Holly Springs Utilities and Infrastructure Department contract for professional services checklist**

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** (Signature)

\_\_\_\_\_  
(Printed name and title)

  
\_\_\_\_\_  
**ARCHITECT** (Signature)

**Keith Carlyon, Managing Principal**

\_\_\_\_\_  
(Printed name, title, and license number, if required)

Init.

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## Exhibit A

**July 27, 2023**

Kimberly A. Keyes  
Facilities and Site Project Manager  
Town of Holly Springs – Utilities and Infrastructure Department  
128 S. Main St., Holly Springs, NC 27540

Re: **Revised** Architectural and Engineering Services Proposal  
Operations Center Phase 1/B

Dear Kimberly:

ADW Architects is pleased to provide you this proposal for Architectural and Engineering Services needed for the Operations Center Phase 1B project. We will provide Architectural and Engineering Basic Services as per the American Institute of Architects Standard Form of Agreement Between Owner and Architect B133-2019. The Services include Design Development, Construction Documents, and Construction Phase Services. Schematic Design Phase Services were completely previously.

The project scope was determined during Schematic Design and is as follows;

- Administration Building
- Operations Building including an alternate for shelled space
- Multiple covered parking/storage structures
- Citizens convenience center
- Associated site work

The construction delivery method that will be employed on this project is Construction Manager @ Risk.

Our Fee is based on the construction cost estimate of up to \$37,500,000 for the scope of work, including alternates, completed by the Construction Manager @ Risk.

Our Basic Services Lump Sum Fee for this project would be \$2,834,000, which includes a credit for completed schematic design phase services as follows;

|                                                         |                   |
|---------------------------------------------------------|-------------------|
| 8.8% fee based on \$37,500,000 construction cost -      | \$3,300,000       |
| <u>Credit for schematic design fee from Phase 1/A -</u> | <u>\$ 466,000</u> |
| Total Basic Services Fee for Phase 1/B                  | \$2,834,000       |

Our Basic Services Fee would be broken out as follows;

|                                            |             |
|--------------------------------------------|-------------|
| Architectural Services                     | \$1,935,000 |
| Civil Engineering & Landscape Architecture | \$ 357,000  |
| Structural Engineering                     | \$ 155,000  |
| MEP & FP Engineering                       | \$ 387,000  |

The following Site/Civil Engineering Services are not included in the Basic Services scope. They are Additional Services not included in a Basic Services Contract.

|                                                                                        |          |
|----------------------------------------------------------------------------------------|----------|
| 1- Off-site public sewer extension <b>or</b> on-site private pump station              | \$47,500 |
| 2- Off-site public water and reclaim water extension                                   | \$57,000 |
| 3- Off-site public road extension (Bumgardner Road)                                    | \$65,000 |
| 4- Off-site public road extension (Southern Access Road)                               | \$85,000 |
| 5- Rezoning and comprehensive plan amendment                                           | \$24,500 |
| 6- Tree survey ( <i>provided by CLH Design through Leaf &amp; Limb</i> )               | \$ 5,000 |
| 7- Traffic Impact Analysis ( <i>provided by CLH Design through Bolton &amp; Menk</i> ) | \$29,000 |

Please see attachment A to this proposal describing these services in detail.

The following Services are not included in the Basic Services scope. They are Optional Additional Services not included in a Basic Services Contract.

|                                                                                                                                                                                        |                    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| 8- Plumbing design for a reclaim/gray water system in the buildings                                                                                                                    | \$ 20,000          |
| 9- Code required Commissioning Services for the Administration building and Operations building (NCECC C408 C-1)                                                                       | \$120,000          |
| 10- Furniture Design/Selection/Procurement Services<br><i>ADW would work with Town Staff if needed to design, select and procure the furniture &amp; equipment for the facilities.</i> | hourly @ \$120/hr. |

|                                                                      |                                     |
|----------------------------------------------------------------------|-------------------------------------|
| Our Fee Proposal summary is as follows;                              |                                     |
| Basic Services Lump Sum Fee                                          | \$ 2,834,000                        |
| Additional Services Lump Sum Fee                                     | \$ 313,000 (Site/Civil Engineering) |
| Total Lump Sum Fee                                                   | \$ 3,147,000                        |
| Optional Additional Services for design of reclaim/gray water system |                                     |
|                                                                      | \$ 20,000                           |
| Optional Additional Services for Commissioning                       | \$120,000                           |
| Optional Additional Services for Furniture Design                    | \$120/hour                          |
| (+/-1,100 hours estimated to be needed for this Service)             |                                     |

We would invoice for Basic Services monthly based on percentage completion of each of the following Phases;

Design Development – (24% of Fee)

Construction Documents – (47% of Fee)

Construction Phase – (29% of Fee)

Additional Services would also be invoiced monthly based upon percentage completion or hourly fee.

The following Project expenses would be considered reimbursable. They would be invoiced for only as needed, and they are not included in the Fee above.

- all drawing printing (process, permitting, construction)
- project manual printing (specifications)
- postage and handling of permitting and bid documents only

- newspaper ads for bidding
- mounting, foam core, etc. for owner requested presentation drawings
- FedEx or rush delivery
- regulatory application fees, filing fees, review fees, permit fees, etc.

Please note that we do not charge for mileage, meals, or any lodging required for the project.

The following Services need to be provided by the Town. They are not provided by the Design Team.

- Site survey
- Site geotechnical testing
- Hydrant flow test data
- Independent construction materials & compaction testing
- Special inspections required by the NC Building Code (this could be added to our fee and performed by our PME engineer if you prefer)
- Security systems design (we will provide the design for conduit and j-box's and coordinate with Town's vendor)
- Audio / Video design (we will provide the design for conduit, j-box's and power and coordinate with Town's vendor)
- IT design (we will provide the design for conduit and j-box's and coordinate with Town's vendor)
- Radio Alerting design
- Building Commissioning (unless provided as an optional additional service)

The following Services are not included in the fee.

- Rainwater **Harvesting** design/engineering
- fire pump design (needed only if water pressure is not sufficient)
- environmental assessments/engineering, impact statements
- flood studies
- traffic studies, traffic signal design
- work related to any rezoning, conditional or special use permit or other similar requirements
- storm water control measure/BMP re-design work if General Contractor does not build these devices as per plans and specs.
- New right of way plat creation and recording
- deep foundation design (only needed if geotechnical report finds soils unsuitable for standard spread footings)
- documented analysis of the Owner's use, storage and handling of hazardous materials
- Design Services for any off-site improvements that may be required by permitting Agencies, such as road widening, turn lanes, sidewalk/curb & gutter improvements, utilities extension, storm water improvements, easements, etc., other than those listed in this proposal.
- fueling system design and engineering
- The design of any temporary or permanent soil shoring system
- design services not listed in optional services above.
- foundations are assumed to be conventionally-reinforced spread foundations. Should deep foundations (piles, caissons, etc.) be recommended by the Owner provided Geotechnical Engineer, an additional service fee will be required.



- The ground floor is assumed to be a soil-supported slab on grade. Should the Owner provided Geotechnical Engineer require the floor to require a framed design to span to foundation elements, an additional service fee will be required.

The Fee is based on the following clarifications;

- 1- This Fee includes design work for a PV alternate and EV charging stations and implementation of some basic Sustainable Design Principles, but not LEED Certification Design Services.
- 2- The Fee is based on an 18 month construction duration. The Basic Services Fee includes the following construction contract administration site visits for the 18 month construction duration;
  - Architectural – Site visits every two weeks when substantial work is being done on-site. These visits will include written reports with photographs of job progress.
  - Site/Civil Engineering – up to 24 site visits during the 18 month construction duration
  - Structural Engineering – up to 12 site visits during the 18 month construction duration
  - MEP Engineering- up to 18 site visits during the 18 month construction duration

If the construction duration exceeds 18 months, we can provide construction contract administration site visits as Additional Services on an hourly basis, per site visit basis, or a mutually agreed upon lump sum fee.
- 3- This Fee includes meetings with Town Council to review the progress of the design, if needed. It also includes all Town/design team meetings needed throughout the design & construction phase of the project.
- 4- The Design for all special systems, such as IT/Data, CCTV, Security, Audio Visual, Radio Alerting, etc. will be provided by the Town of Holly Springs and/or through Vendors hired directly by the Town.
- 5- This Fee does not include any separate early permitting & bid packages, such as an early site package, early foundation package, early steel package, etc.

Our Consultants would be as follows;

Site/Civil Engineering & Landscape Architecture

CLH Design, P.A.

400 Regency Forest Drive, Suite 120

Cary, NC 27518

Structural Engineering

STEWART

101 N. Tryon St., Suite 1400 & 421 Fayetteville Street, Suite 400

Charlotte, N.C. 28202

Raleigh, NC 27601

Mechanical, Electrical & Plumbing Engineering

AME Consulting Engineers

705 East Morehead Street

Charlotte, NC 28202

Kimberly, we appreciate the opportunity to provide this proposal. If you have any questions or concerns, please do not hesitate to contact us.

Sincerely,  
**ADW Architects**



Jim Powell, AIA  
Managing Principal  
2815 Coliseum Centre Drive, Suite 500  
Charlotte, NC 28217



Keith Carlyon, AIA, NCARB, LEED AP  
Managing Principal  
2815 Coliseum Centre Drive, Suite 500  
Charlotte, NC 28217

5. **Additional Service – Off-site Public Sanitary Sewer Utility Extension or On-site Private Pump Station**

- A. Provide engineered design services and develop construction documents for:
  - a. *Off-site public gravity sanitary sewer extension or on-site private pump station.*
  - b. *This scope does not include the negotiation of off-site easements or right-of-way acquisitions.*
  - c. *Easement platting and recording to be performed by others.*
- B. Permitting: Process, submit and track required site development permits.
  - 1. Development Plan Review – Town of Holly Springs
  - 2. Construction Plan Review – Town of Holly Springs
  - 3. Sanitary Sewer Extension Permits – NCDEQ and Town of Holly Springs
- C. Construction Administration:
  - 1. Respond to questions from bidders.
  - 2. Review the Contractor's product submittals and shop drawings for compliance with the Construction Documents.
  - 3. Attend on-site construction conferences and observe construction activities during site work operations. Approximately 7 visits by CLH are assumed. (We will not charge for any meetings resulting from errors or omissions on our part).
  - 4. Review Contractor payment requests and provide recommendations.
  - 5. Record drawings based on as-built survey provided by the contractor.
  - 6. Process, submit and track all necessary public utility post-construction certifications required by the Town and NCPWS.

6. **Additional Service – Off-site Public Water and Reclaim Water Utility Extension**

- A. Provide engineered design services and develop construction documents for:
  - 1. Off-site public water and reclaim water extension from the end of Bumgardner Road to the project site and from the western property line to Bumgardner Road ext. within the Southern Access Road right of way.
    - a. *This scope does not include the negotiation of off-site easements or right-of-way acquisitions.*
    - b. *Easement platting and recording to be performed by others.*
- B. Permitting: Process, submit and track required site development permits.
  - 1. Development Plan Review – Town of Holly Springs
  - 2. Construction Plan Review – Town of Holly Springs
  - 3. Water Extension Permits – NCDEQ and Town of Holly Springs
- C. Construction Administration:
  - 1. Respond to questions from bidders.
  - 2. Review the Contractor's product submittals and shop drawings for compliance with the Construction Documents.
  - 3. Attend on-site construction conferences and observe construction activities during site work operations. Approximately 7 visits by CLH are assumed. (We will not charge for any meetings resulting from errors or omissions on our part).
  - 4. Review Contractor payment requests and provide recommendations.
  - 5. Record drawings based on as-built survey provided by the contractor.
  - 6. Process, submit and track all necessary public utility post-construction certifications required by the Town and NCPWS.

**7. Additional Service – Bumgardner Road Extension – Full Build-out**

- A. Provide engineered design services and develop construction documents for:
  - 1. Full build-out design of the Bumgardner Road from the existing end of Bumgardner Road to the Operations Campus site.
    - a. *This scope assumes the cross-section design of the extension to match the design of the current road segment.*
    - b. *This scope does not include the negotiation of off-site easements or right-of-way acquisitions.*
    - c. *Easement platting and recording to be performed by others.*
- B. Permitting: Process, submit and track required site development permits.
  - 1. Development Plan Review – Town of Holly Springs
  - 2. Construction Plan Review – Town of Holly Springs
- C. Construction Administration:
  - 1. Respond to questions from bidders.
  - 2. Review the Contractor's product submittals and shop drawings for compliance with the Construction Documents.
  - 3. Attend on-site construction conferences and observe construction activities during site work operations. Approximately 12 visits by CLH are assumed. (We will not charge for any meetings resulting from errors or omissions on our part).
  - 4. Review Contractor payment requests and provide recommendations.
  - 5. Record drawings based on as-built survey provided by the contractor.

**8. Additional Service – Southern Access Road – Full Build-out**

- A. Provide engineered design services and develop construction documents for:
  - 1. Full build-out design of the Southern Access Road from the western property line of the operations campus to the proposed end of the Bumgardner Road Extension. This does not include continuing the road from the Bumgardner Road Extension to the eastern property line of the operations campus.
    - d. *This scope assumes the cross-section design to be a 'LC-2A' per the Town's Comprehensive Transportation Plan.*
    - e. *This scope does not include the negotiation of off-site easements or right-of-way acquisitions.*
    - f. *Easement platting and recording to be performed by others.*
- B. Permitting: Process, submit and track required site development permits.
  - 1. Development Plan Review – Town of Holly Springs
  - 2. Construction Plan Review – Town of Holly Springs
- C. Construction Administration:
  - 1. Respond to questions from bidders.
  - 2. Review the Contractor's product submittals and shop drawings for compliance with the Construction Documents.
  - 3. Attend on-site construction conferences and observe construction activities during site work operations. Approximately 12 visits by CLH are assumed.
  - 4. Review Contractor payment requests and provide recommendations.
  - 5. Record drawings based on as-built survey provided by the contractor.

**9. Additional Service – Rezoning and Comprehensive Plan Amendment Coordination**

- A. Coordinate the required documents for the property rezoning and comprehensive plan amendment.
- B. If any quasi-judicial hearings are required, the Town shall secure an attorney for the hearing.
- C. The Town shall provide any and all of the legal documents associated with the rezoning and comprehensive plan amendment.
- D. Facilitate a neighborhood meeting.
- E. Attend up to five (5) coordination meetings with Town of Holly Springs specific to the Rezoning and Comprehensive Plan Amendment. *Includes attending one Board of Adjustment and one Town Council meeting.*
- F. Provide up to five (5) illustrative exhibits.

**10. Additional Service – Tree Surveying (Service performed by subconsultant, Leaf & Limb)**

- A. If existing trees within the buffers will be preserved, a tree survey/sampling will be required. This additional service includes a tree sampling survey that meets the requirements set forth in the Town of Holly Springs UDO.

**11. Additional Service – Traffic Impact Analysis (TIA) (Service performed by subconsultant, Bolton & Menk [BMI])**

- A. Perform a Traffic Impact Analysis. Assumes a Tier 3 study which requires a study area considering all critical intersections within at least a 1-miles radius.
  - i. *Note that at the time of writing this proposal, BMI has not yet discussed this project with the North Carolina Department of Transportation (NCDOT) and/or the local reviewing agency. The parties acknowledge that the scope of services may change following consultation or coordination with the NCDOT and/or the local reviewing agency. The parties agree that should the scope of services change following any future consultation or coordination, BMI will provide the Client with a revised proposal or an addendum to this agreement setting forth any such changes and associated costs to be paid by the Client.*
- B. Perform a Future Year STIP Analysis (if required).
  - i. Coordinate with NCDOT to determine the latest plans for the STIP project within the study area and the original assumed land uses.
  - ii. Project existing traffic volumes to the design year used for the STIP project using a growth rate approved by NCDOT.
  - iii. Combine the projected traffic volumes with the difference of volume between originally assumed land uses (from STIP) and proposed land uses to determine design year volumes. Analyze the study area intersections for the STIP design year scenario to ensure the expected lane configurations will adequately handle the traffic volumes.
  - iv. Provide a brief summary of the results to the NCDOT.



## EXHIBIT B

### Schedule of Hourly Rates

| <u>ADW Staff</u>                    | <u>Rate Per Hour</u> |
|-------------------------------------|----------------------|
| Principal                           | \$180                |
| Director of Design                  | \$160                |
| Project Manager                     | \$150                |
| Project Architect                   | \$135                |
| Project Architect Assistant         | \$110                |
| Interior Designer                   | \$120                |
| Construction Contract Administrator | \$135                |
| Administrative/Clerical             | \$70                 |

## EXHIBIT C

### Schedule of In-House Reimbursable Printing Expenses

| <u>Black &amp; White Print Size</u> | <u>Cost Per Sheet</u>   |
|-------------------------------------|-------------------------|
| 8 1/2 x 11                          | \$0.16                  |
| 12 x 18                             | \$0.60                  |
| 15 x 21                             | \$0.55                  |
| 18 x 24                             | \$0.75                  |
| 24 x 36                             | \$1.50                  |
| 30 x 42                             | \$2.20                  |
| 36 x 48                             | \$2.75                  |
| Reproducible                        | \$4.50                  |
| <u>Color Print Size</u>             | <u>Cost Per Sheet</u>   |
| 8 1/2 x 11                          | \$0.50                  |
| 12 x 18                             | \$0.75                  |
| 15 x 21                             | \$30.00                 |
| 18 x 24                             | \$37.00                 |
| 24 x 36                             | \$60.00                 |
| 30 x 42                             | \$105.00                |
| 36 x 48                             | \$120.00                |
| <u>Specification Manuals</u>        | <u>Per No. of Pages</u> |
| 1-200 pages                         | \$40.00                 |
| 201-300 pages                       | \$50.00                 |
| 301-400 pages                       | \$55.00                 |
| 401-500 pages                       | \$65.00                 |
| 501-600 pages                       | \$70.00                 |



**UTILITES AND INFRASTRUCTURE DEPARTMENT  
CONTRACT FOR PROFESSIONAL SERVICES  
CHECKLIST**

The following items are required on ALL CONTRACTS that are being submitted to the TOHS. Contracts shall be submitted with this form attached to the contract. Make sure all of the following are included in the contract prior to submission.

**GENERAL**

- ☐ Company name that is submitting the Contract, indicating what type of business entity (sole proprietor, partnership, corporation, LLC)
- ☐ Primary contact person (name, address, and phone number) and primary responsible person
- ☐ E-Verify Affidavit form signed and return to Town with Contract during review
- ☐ The Scope of the Contract. A detailed written scope shall be included within the contract documents that is in full agreement with the work expected to be completed.
- ☐ Complete description of where the work is to be performed and an exhibit map included
- ☐ Statement that specifies that when work is complete, Town will have ownership of all work products.
- ☐ Schedule must be included in the initial contract that specifies all major milestones and expected delivery dates from start to finish of the scoped work. This schedule will be updated and submitted with each monthly invoice and shall also include permit status, possible design issues or any other concerns.
- ☐ A statement that the TOHS will have an opportunity to review and/or inspect the deliverables prior to final. Deliverables for engineering work shall be in the form of mylar and paper copy, as well as electronic (CAD) format, or as otherwise specified.
- ☐ Statement or specify the extent and manner of liability.
- ☐ Statement or specify in the contract whether the contract will be paid:
  - ☐ Hourly with no maximum stated – if so, include the total estimated number of hours and provide a schedule of values
  - ☐ Hourly with an amount stated as as a Not to Exceed – include a schedule of values to include standard hourly rates and administrative expenses, of any) for unforeseen additional issues, may need a schedule of values as well
  - ☐ Fixed or Flat fee amount. Contractor is warranting that the work will be completed for an amount regardless of any other costs incurred by the contractor or owner or other.
- ☐ Statement in the contract which payment option:
  - ☐ Monthly, if so by what date is the invoice to be paid by (allow 30 days)? \_\_\_\_\_
  - ☐ Upon completion
  - ☐ Breakdown percentages upon which payment would be due:
    - \_\_\_\_\_ 25%
    - \_\_\_\_\_ 50%
    - \_\_\_\_\_ 75%
    - \_\_\_\_\_ 100%
- ☐ If applicable and desired by town as part of scope, include grant/loan management scope and attach the grant or agreement that is to be followed
- ☐ Statement that all invoices must be submitted with a detailed description of hours and each invoice shall contain the statement below:

I hereby certify that these hours spent are true and accurate.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

- ☐ Statement that all invoices submitted under the contract will contain:
  - ☐ Town's project Number
- ☐ Statement that consultant is to assist any necessary audit processes through the Holly Springs Finance Department if necessary; note that when a \$100,000 or greater grant or loan is involved, a more in-depth audit process will be required.
- ☐ Statement that all mileage, copying, courier delivery, meals, postage and other miscellaneous expenditures must be included in the total amount of the approved contract.



**UTILITES AND INFRASTRUCTURE DEPARTMENT  
CONTRACT FOR PROFESSIONAL SERVICES  
CHECKLIST**

The following items are required on ALL CONTRACTS that are being submitted to the TOHS. Contracts shall be submitted with this form attached to the contract. Make sure all of the following are included in the contract prior to submission.

- ☐ Any research, references
- ☐ Include meetings, TC Mtgs, Pre-Bid Mtg
- ☐ Prepare Contract Docs with base HS Docs
- ☐ Evaluate cost comparisons/alternates
- ☐ Prepare Engineers opinion of cost with each submittal
- ☐ Schedule update monthly or when milestone changes.
- ☐ Show utilities on cross section sheets.

**Survey/ Plat Work**

- ☐ Plats should be in conformance with NCGS 47-30 and be suitable for recording.
- ☐ Easement plats will be submitted for typical plat review according to the Town of Holly Springs Engineering Department practices as part of the approval process
- ☐ If a plat is for additional R/W for a road-widening project and a parcel is deeded to the center of the road then the legal description for the R/W will run to the center of the roadway and a total and net area should be shown.
- ☐ Each parcel should have the following information:
  - ☐ Owner's name
  - ☐ Address, of record
  - ☐ PIN
  - ☐ Deed book and page of reference for the parcel
- ☐ Easement table should include the following information:
  - ☐ Type of easement and area of easement to nearest sq. ft.
  - ☐ If applicable, show area of easement within R/W easement and net of R/W easement
  - ☐ Easement table should be included on the sheet with the corresponding parcel, not in a table on a separate Plat
  - ☐ Easement table and line table (if applicable) should be included on the sheet with the corresponding parcel, not in a table on a separate plat.
- ☐ Field-located property corners (typically existing iron pipes – EIPs) should be clearly shown and identified and a clear distinction made between EIPs and computed corners.
- ☐ Location of driveways and building corners shall be shown even if they are outside the stated corridor
- ☐ Separate line types should be used for different easement types
- ☐ Digital legal descriptions will be provided for the Town's use in MS word or other approved word processing format
- ☐ Structures including wells, septic tanks, outbuildings, etc. within 50 feet of any proposed easement or R/W shall be field located and shown on the plats

**CONTRACTS FOR UTILITY RELOCATION MUST INCLUDE:**

- ☐ Timeframe for relocation (Either date or arbitrary weeks from NTP)
- ☐ Schematic of the location of the existing facilities
- ☐ Schematic of the location of the proposed facilities

**CONSTRUCTION ADMINISTRATION (Note: this section to be customized)**

- ☐ Prepare all Work Change Directives and Change Orders
- ☐ Prepare inspection reports/daily inspection diaries
- ☐ Host and schedule biweekly meetings at Town Hall with the contractor and town staff
- ☐ Respond to all RFI
- ☐ Review Submittals
- ☐ Perform daily erosion control field reviews and notify contractor of any necessary corrective action
- ☐ Get copies of and review bypass pumping diaries. Compile diaries at conclusion of project and deliver to town staff